

# COUNCIL MEETING AGENDA

## Casper City Council Video Conference Call

Tuesday, May 19, 2020, 6:00 p.m.



### COUNCIL POLICY PUBLIC STATEMENTS

- I. Members of the Public Wishing to Speak to an Item Already on the Agenda, Other Than a Public Hearing, or Second or Third Reading Ordinance, Must Submit a Request to the City Clerk's Office by 12:00 Noon on the Monday Immediately Preceding the Council Meeting, or May Speak During the Communications From Persons Present.
- II. When Speaking to the City Council Please:
  - Clearly State Your Name and Address.
  - Direct all questions/comments to the Mayor and only the Mayor.
  - No personal attacks on staff or Council.
  - Speak to the City Council with Civility and Decorum.
- III. The City Council Will Not Respond to Any Comments or Questions Concerning Personnel Matters. Any Such Comments or Questions Will be Handled by the Appropriate Persons. Public Hearing Comments and Presentations Will be Limited to Five Minutes or Less per Person, nor Will Time Extensions be Permitted. No Duplication of Speakers will be Allowed.
- IV. Questions Posed by Speakers May, or May Not be Responded to by Council Members.
- V. Willful Disruption of, or the Breach of the Peace at, a Council Meeting may Result in the Removal of any Such Individuals or Groups from the Council Chambers.  
(These Guidelines Are Also Posted at the Podium in the Council Chambers)

*\*Please silence cell phones during the City Council meeting.\**

**This meeting will not be open to the public, per the order issued by Governor Gordon and the Natrona County Public Health Officer.**

**Those wishing to make public comments may call 307-235-7568.**

**Meetings will be streamed live on YouTube as well as cable channel 192.**

### AGENDA

1. ROLL CALL
2. CONSIDERATION OF MINUTES OF THE MAY 5, 2020 REGULAR COUNCIL MEETING, AS PUBLISHED IN THE CASPER STAR-TRIBUNE ON MAY 14, 2020

We are CASPER

Communication Accountability Stewardship Professionalism Efficiency Responsiveness

3. CONSIDERATION OF BILLS AND CLAIMS

4. COMMUNICATIONS

A. From Persons via Telephone

5. PUBLIC HEARINGS

A. Ordinance

1. Approving a Municipal Code Text Amendment to Sections 15.02.120 and 15.04.070 Regarding **Unsafe Structures and Equipment**.
2. Approving a Zone Change of Lots 344 and 345, **Kenwood Addition Subdivision**, from R-2 (One Unit Residential) to C-2 (General Business).
3. Vacation and Replat of Lot 1, Block 1, Cemetery Addition, to Create the **Gorgan Hills Addition** Subdivision, Comprising 31.52-Acres, More or Less, Generally Located South of West 46<sup>th</sup> Street and East of Moose Street.

B. Ordinance and Resolution

1. Consideration of a Resolution certifying Annexation Compliance with Title 15, Chapter 1, Article 4 of the Wyoming State Statutes to Determine if the Annexation of the **Sontrust No. 1 Addition** to the City of Casper Complies with W.S. §15-1-402.
  - a. Resolution
  - b. Third Reading Ordinance Approving Annexation, and Zoning of the Sontrust No. 1 Addition.

C. Minute Action

1. **New Restaurant Liquor License No. 44** for Occasions by Cory, LLC, d/b/a **Occasions Entertainment Group**, Located at 303 South Wolcott Street.

6. THIRD READING ORDINANCE

A. Text Amendment to Chapter 17.68 of the Casper Municipal Code Pertaining to **Gaming/Gambling** in the **C-4 (Highway Business) Zoning District**.

1. Communications from Persons Present

7. SECOND READING ORDINANCES

A. Text Amendment to Chapter 8.40 of the Casper Municipal Code, Pertaining to **Litter Control**.

1. Communications from Persons Present

We are CASPER

Communication Accountability Stewardship Professionalism Efficiency Responsiveness

7. SECOND READING ORDINANCES

B. Amendments to the **Liquor License Ordinances 5.08.010, 5.08.050, 5.08.080, 5.08.100, 5.08.105, 5.08.130, 5.08.140, 5.08.150, 5.08.280, 5.08.340, 5.08.480, 5.08.530, 5.08.535.**

1. Communications from Persons Present

8. RESOLUTIONS

A. Consent

1. Authorizing the Filing of Applications with the **Federal Transit Administration for the Coronavirus Aid, Relief, and Economic Security (CARES) Act** to provide Federal Transportation Assistance Authorized by 49 U.S.C. Chapter 53, Title 23 United States Code, and Other Federal Statutes Administered by the Federal Transit Administration.
2. Authorizing the Filing of Applications with the **Federal Transit Administration for Federal Transportation Assistance** Authorized by 49 U.S.C. Chapter 53, Title 23 United States Code, and Other Federal Statutes Administered by the Federal Transit Administration.
3. Approving Amendment No. 1 to the City of Casper Contract for Professional Services with **Nelson/Nygaard Consulting Associates, Inc.**, for the **Mills Main Street Corridor Plan and Study**.
4. Authorizing a Contract for Professional Services with **WWC Engineering**, in the Amount of \$188,932, for the **Midwest Avenue Reconstruction Project – Elm Street to Walnut Street**. Have memo
5. Authorizing an Agreement with **NORCOSTCO, Inc.**, in the Amount of \$73,545, for the **CEC Theatrical Curtain Replacement**.
6. Authorizing an Agreement with **Treto Construction, LLC**, in the Amount of \$304,900, for the **2020 Platte River Trails Replacements**.
7. Authorizing an Agreement with **Keyhole Technologies, LLC**, in the Amount of \$109,970, for the **2020 Inlaid Striping**.
8. Authorizing Change Order No. 1 to the Agreement with **Natare Corporation**, for 181 Contract Days, for the **Paradise Valley Pool and Marion Kreiner Pool Lining**.
9. Authorizing a Funding Agreement with the **Natrona County Conservation District** the Amount of \$35,000.

We are CASPER

Communication Accountability Stewardship Professionalism Efficiency Responsiveness

8. RESOLUTIONS (continued)

A. Consent

10. Authorizing an Agreement with **Crown Construction, LLC**, in the Amount of \$320,500 for the **2020 2nd Street Concrete Repairs Project**.
11. Authorizing a Contract for Professional Services with **WLC Engineering, Surveying, and Planning, Inc.**, in the Amount of \$149,400 for the **Ridgecrest Zone 2 & 3 Waterline Replacements Project**.
12. Authorizing a Contract Extension for the City of Casper to Host the **College National Finals Rodeo** for an Additional Five Years.
13. Accepting a Reimbursement Grant from the **Wyoming Office of Homeland Security**, not to Exceed \$12,409.50, for Purchasing **Walk Through Metal Detectors for the Casper Events Center**.
14. Approving the Grant Amendment with the **Wyoming Wildlife and Natural Resource Trust**.
15. Authorizing an Amendment to the Lease with **Johnson Restaurant Group, Inc.**, for the Operation of the **19<sup>th</sup> Hole Restaurant** at the Casper Municipal Golf Course.

9. MINUTE ACTION

A. Consent

1. Authorizing the Acceptance of the **Wyoming Office of Homeland Security Grant**, in the Amount of \$104,000, for the Purchase of **Equipment for Regional Response Team 2**.

10. INTRODUCTION OF MEASURES AND PROPOSALS BY MEMBERS OF THE CITY COUNCIL

11. ADJOURN INTO EXECUTIVE SESSION - LITIGATION

12. ADJOURNMENT

We are CASPER

Communication    Accountability    Stewardship    Professionalism    Efficiency    Responsiveness

Upcoming Council meetings

**Council meetings**

6:00 p.m. Tuesday, June 2, 2020– Location tentative

6:00 p.m. Tuesday, June 16, 2020 – Location tentative

**Work sessions**

4:30 p.m. Tuesday, May 20, 2020 – Budget Session – Video Conference Call

4:30 p.m. Tuesday, May 26, 2020– Location tentative

---

ZONING CLASSIFICATIONS			
FC	Major Flood Channels & Riverbanks	PUD	Planned Unit Development
AG	Urban Agriculture	HM	Hospital Medical
R-1	Residential Estate	C-1	Neighborhood Convenience
R-2	One Unit Residential	C-2	General Business
R-3	One to Four Unit Residential	C-3	Central Business
R-4	High-Density Residential	C-4	Highway Business
R-5	Mixed Residential	M-1	Limited Industrial
R-6	Manufactured Home (Mobile) Park	M-2	General Industrial
PH	Park Historic	SMO	Soil Management Overlay
HO	Historic Overlay	ED	Education
OB	Office Business	OYD	Old Yellowstone District

---

We are CASPER

Communication    Accountability    Stewardship    Professionalism    Efficiency    Responsiveness

COUNCIL PROCEEDINGS  
Casper City Hall – Video Conference Call  
May 5, 2020

1. ROLL CALL

Casper City Council met in regular session at 6:00 p.m., Tuesday, May 5, 2020. Present at City Hall: Vice-Mayor Lutz and Mayor Freel. Councilmembers Councilmembers Bates, Cathey, Hopkins, Huber, Johnson, Pacheco, and Powell attended via conference call.

2. MINUTES

Moved by Councilmember Hopkins, seconded by Councilmember Lutz, to, by minute action, approve the minutes of the April 21, 2020, regular Council meeting, as published in the Casper-Star Tribune on April 30, 2020. Motion passed.

3. EXECUTIVE SESSION MINUTES

Moved by Councilmember Huber, seconded by Councilmember Johnson, to, by minute action, approve the minutes of the April 21, 2020, executive session. Motion passed.

4. MINUTES

Moved by Councilmember Cathey, seconded by Councilmember Hopkins, to, by minute action, approve the minutes of the April 28, 2020, special Council meeting, as published in the Casper-Star Tribune on May 4, 2020. Motion passed.

5. BILLS & CLAIMS

Moved by Councilmember Johnson, seconded by Councilmember Bates, to, by minute action, approve payment of the May 5, 2020, bills and claims, as audited by City Manager Napier. Motion passed.

Bills & Claims 05/05/20

AMBI	Services	410.67
Adecco	Services	327.38
Ahern	Services	1,796.12
AirInnov	Services	375.00
Airgas	Goods	718.71
Alsco	Services	45.00
Ameritech	Goods	5,031.35
AmTitle	Services	125.00
Amerigas	Goods	621.54
AtlanticElect	Services	8,740.24
AtlasOffice	Goods	748.49
AtlasRepro	Services	313.80
BnkofAmerica	Goods	113,338.54
BlckHllsEnrgy	Utilities	17,750.49
BloedornLmbr	Goods	581.53
Boys&GirlsClub	Funding	14,372.75
Brenntag	Goods	11,194.36

CsprStarTrib	Ads	2,300.80
CsprTire	Goods	370.00
CsprWinnlson	Goods	568.65
CenturyLink	Services	114.42
CtyofCspr	Services	72,029.41
CivilEng	Services	50,994.46
CMITeco	Goods	2,326.27
CommTech	Goods	677.67
Comtronix	Goods	2,642.57
CPU	Goods	3,732.76
CrimeScnInfo	Services	109.87
DanaKepner	Goods	24,133.70
DCFrost	Services	755.64
Decker	Services	1,156.31
Dell	Services	453.00
DennisSply	Goods	5,081.47
DesertMtn	Goods	46,347.23
DTanner	Reimb	75.43
FirstData	Goods	19.95
Galls	Services	339.30
GarageDrDudes	Services	8,900.00
Geosyntec	Services	3,793.64
GolderAssoc	Services	10,712.09
Grainger	Goods	643.33
HaassConst	Services	457,528.89
HardlineEquip	Goods	269,332.00
HDREng	Services	8,777.65
HilltopNtlBk	Services	120.00
HitekComm	Services	450.00
Homax	Goods	23,463.86
HydroOpt	Services	409.44
ITCElect	Services	2,687.11
JDykes	Reimb	311.83
KKraft	Reimb	150.00
KnifeRiver	Goods	59,694.41
LisasSpnSpn	Services	1,050.00
MJButcher	Services	1,125.00
McMurry	Goods	1,850.50
MichaelsFence	Goods	21,050.00
MillsPD	Services	582.50
ModernElect	Services	90.00
Motorola	Goods	13,101.74
MtnStatesLitho	Services	1,179.39
Napa	Goods	94,964.82
NCHCorp	Goods	375.00

NCSheriff	Services	8,234.30
NCWeedPest	Services	65,000.00
Nicolaysen	Funding	38,789.51
NWContractors	Services	195.71
OlsonAuto	Services	9,662.49
Pantheon	Goods	368.10
PCNStrtgs	Goods	11,762.30
PeakGeo	Services	6,829.99
PMCH	Services	80,000.00
PstlPros	Services	2,408.57
RCasados	Reimb	91.55
RDG IA	Services	9,000.00
ReebWldng	Services	155.00
RJsCarpet	Services	175.00
RSchwahn	Services	500.00
RTasler	Reimb	150.00
RckyMtnPwr	Utilities	49,311.22
RooterSwr	Services	373.68
Serpentix	Goods	5,438.80
SftDr	Goods	60.10
Sprt&Ftnss	Goods	22,189.18
StofWY	Services	5,937.83
Thatcher	Goods	9,207.00
Trihydro	Services	3,368.25
TylerTech	Goods	4,200.00
Uniforms2Gear	Goods	500.02
UVDr	Goods	8,175.28
Verizon	Services	253.12
VRCCo	Goods	203.00
WearPrts	Goods	326.57
WstPlnsEng	Services	2,260.00
WstrnSling	Goods	433.20
WWCEng	Services	9,531.00
WiredElect	Services	17,662.20
WLCEng	Services	23,390.94
WyLowVltg	Goods	395.00
WyMachinry	Goods	5,098.37
YouthCrisisCtr	Funding	17,452.50
Total		1,792,152.86

6. BRIGHT SPOT – DRINKING WATER WEEK PROCLAMATION

Mayor Freel read a proclamation honoring Drinking Water Week and thanked the water professionals of the public utilities division for providing high quality tap water for our community.



7. COMMUNICATIONS VIA TELEPHONE

Linda Bergeron, 2355 S. Larkspur, requested the text amendment to unsafe structures and equipment be delayed so it can be re-worked to remove private homes from the code.

8. ESTABLISH PUBLIC HEARINGS

Moved by Councilmember Powell, seconded by Councilmember Hopkins, to, by minute action, establish May 19, 2020, as the public hearing date for the consideration of:

- a. approving a Municipal Code Text Amendment to Sections 15.02.120 and 15.04.070 regarding unsafe structures and equipment;
- b. approving a zone change of Lots 344 and 345, Kenwood Addition Subdivision, from R-2 (One Unit Residential) to C-2 (General Business);
- c. vacation and replat of Lot 1, Block 1, Cemetery Addition, to create the Gorgan Hills Addition Subdivision, comprising 31.52-Acres, more or less, generally located south of west 46<sup>th</sup> Street and east of Moose Street; and
- d. new Restaurant Liquor License No. 44 for Occasions by Cory, LLC, d/b/a Occasions Entertainment Group, located at 303 South Wolcott Street.

Councilmember Bates voted nay on the text amendment regarding unsafe structures. Motion passed.

9. PUBLIC HEARING - ORDINANCE

Mayor Freel opened the public hearing for the consideration of the ordinance amending Chapter 8.40 pertaining to litter control.

City Attorney Henley entered two (2) exhibits: correspondence from Liz Becher to J. Carter Napier, dated April 22, 2020 and an affidavit of publication, as published in the Casper-Star Tribune, dated April 14, 2020. City Manager Napier provided a brief report.

Speaking in support was Joe Toups, Centennial Hills Home Owners Association.

Speaking in opposition were: Leroy Erickson, Waste Connections, and Margaret Bloom (who directed a message through the City Clerk). Council had questions for Mr. Erickson, which he addressed. There being no others to speak for or against the issues involving litter control, the public hearing was closed.

Following ordinance read:

ORDINANCE NO. 11-20  
AN ORDINANCE AMENDING CHAPTER 8.40 OF THE  
CASPER MUNICIPAL CODE, PERTAINING TO LITTER  
CONTROL.

Councilmember Bates presented the foregoing ordinance for approval, on first reading. Seconded by Councilmember Pacheco. Moved by Councilmember Cathey, to amend the ordinance to replace “with covers” with “maintain containers in such a manner to prevent wind-blown litter as stated in Chapter 8.32 of the code”. Seconded by Councilmember Bates. City Manager Napier asked who is currently responsible for site maintenance, and Liz Becher, Community Development Director, stated that the contractor or owner is responsible. Councilmember Powell requested that City staff be consulted about the practicality of this change, and that he would like to hear their response at

the next work session. Councilmembers shared their thoughts on the responsibility of litter control and the changes to the language of the ordinance. Mayor Freel and Councilmembers Huber and Pacheco voted nay. Motion to amend passed. Council then voted on the ordinance, on first reading, as amended. Motion passed. Councilmember Powell asked if this item could be discussed at the next work session, and City Manager Napier indicated that it could.

10. ORDINANCE– THIRD READING

Following ordinance read:

ORDINANCE NO. 8-20

AN ORDINANCE CREATING CITY OF CASPER, WYOMING, LOCAL ASSESSMENT DISTRICT NO. 157 (HEREINAFTER CALLED THE "DISTRICT"); ORDERING THE CONSTRUCTION OF IMPROVEMENTS THEREIN; DESCRIBING THE SAME, DIRECTING THE PREPARATION OF PLANS AND SPECIFICATIONS THEREFOR; PROVIDING FOR THE PUBLICATION OF NOTICE TO CONTRACTORS; FIXING THE BOUNDARIES OF SAID DISTRICT; RATIFYING ACTION PREVIOUSLY TAKEN; AND, PRESCRIBING DETAILS IN CONNECTION WITH SAID DISTRICT.

WHEREAS, pursuant to Chapter 6, Title 15, Wyoming Statutes, 1977, as amended, on the 3rd day of March, 2020, the City Council (hereinafter called the "Council") of the City of Casper, Wyoming, (hereinafter called the "City") adopted a resolution declaring the intention of said Council to establish the City of Casper, Wyoming, Local Assessment District No. 157, to authorize the construction of certain local improvements therein, and to assess the cost or portion thereof of the local improvements on the property benefited thereby; and,

WHEREAS, said resolution was duly mailed and published as a notice, affidavits of such mailing and publication being now on file in the Office of the City Clerk; and,

WHEREAS, in response to said notice, no written remonstrances were filed against the proposed improvements; and,

WHEREAS, a public hearing shall be held on the first reading of this ordinance, April 7<sup>th</sup>, 2020.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING:

Section 1. Creation of District.

That there be, and there hereby is created and established within the corporate limits of the City of Casper, Wyoming, a local improvement district for the purpose of making certain local improvements consisting of asphaltic concrete pavement, combined curb, gutter, and sidewalk (hereinafter called "curbwalk"), valley gutters, and work incidental thereto, on the streets and intersections hereinafter designated, and, to assess the cost thereof (except as hereinafter provided) on the property benefited thereby and included within the Local Assessment District herein described.

Section 2. Name of District.

The Council has determined and does hereby determine that:

A. The Local Assessment District herein described, as such might hereinafter be modified, shall be known as the "City of Casper, Wyoming, Local Assessment District No. 157";

Section 3. Location of Asphaltic Concrete, Curbwalk, Water Line, Storm Drainage Line, and Sanitary Sewer Line Improvements.

The City hereby establishes infrastructure improvements for the following named streets and intersections within the District, as such as set forth on the official plats of the subdivisions or additions in said City, now on file and of record, as shown in more detail in said preliminary plans, as follows:

LOCATION OF STREET PAVING, CURBWALK, AND VALLEY GUTTER IMPROVEMENTS

STREET	WIDTH	PROPOSED IMPROVEMENT
1. Arrowhead Road	36.0'	Asphaltic Concrete Pavement
2. Jade Avenue	36.0'	Asphaltic Concrete Pavement

Section 4. Description of Paving Improvements.

The character, kind, and extent of the asphaltic concrete pavement improvements shall be as follows:

A. All streets as denoted in Section 3 shall include installation of a sub-base aggregate base course, a plant mix bituminous base, tack coat, and a plant mix pavement surface course, in accordance with approved City Standards. The work, shall include all necessary removal, excavation, filling, grading, and replacement to design elevations and appurtenant work.

Section 5. Description of Curbwalk and Valley Gutter Improvements.

Curbwalk and valley gutter improvements shall consist of Portland Cement concrete in accordance with approved City Standards. The construction of curbwalk and valley gutter shall include all necessary removal, excavation, filling, grading, and replacement to design elevations and appurtenant work.

Section 6. Boundaries of the District.

It is proposed to create the District, the boundaries of which lie entirely within the City of Casper, as follows:

Jimsville Addition	Lot 22, Block B;
Divide Addition	Lots 1, Block C; Lot 9, Block D;
E D C Addition	Block A, excluding 135 square foot parcel in northwest corner

Section 7. Estimated Costs.

The City of Casper has agreed to design the improvements in-house. With the exception of the installation of curbwalk, city crews will construct the remainder of the improvements. The properties will be assessed the full cost for a contractor to install the curbwalk and only the material cost for the remainder of the improvements.

The estimated total costs for the total improvement project (including, but not limited to, all incidental improvements or work) are as follows:

1. The estimated contract price for installation of curbside is \$37,500.
2. The estimated material cost of the remainder of the improvements is \$34,720.
3. The estimated total cost of the total improvement project is \$72,220.
4. The estimated assessable costs for each foot of frontage are as follows:
  - a. All Improvements \$96.29 per lineal foot.
5. The estimated project cost of the Local Assessment District is \$72,220 which includes all improvements.

The City Council shall accept no bids or combination of bids, which shall exceed by more than ten percent (10%) of the aforesaid curbside estimate of the contract price unless approved by the property owners, subject to a special assessment.

#### Section 8. Direction to Engineer to Proceed.

The City Engineer is hereby directed and authorized, immediately upon the passage of this Ordinance, to prepare and file with the City Clerk final plans, specifications, and the estimated cost of said improvements, which plans, specifications, and estimated cost shall show in detail the work to be done, the quantities of materials to be handled and the estimated cost of said improvements, which plans, specifications, and estimated cost shall be hereafter approved by the Council, by resolution.

It is hereby determined and ordered, that such improvements shall be made as soon as practical. Immediately after the approval of said plans and specifications, the City Clerk shall call for bids for the making of said improvements, by publishing notice in at least one issue of a newspaper published and of general circulation within the City of Casper, which notice shall be substantially in agreement with the provisions of Wyoming Statutes, 1977, as amended, and this Ordinance.

#### Section 9. Maintenance of Improvements.

The maintenance of the proposed improvements after their acceptance by the City on said streets, intersections, and parts thereof, shall not be included in the construction contract or contracts, and there shall be no charges for such maintenance included in the assessments for the proposed improvements; provided, however, that nothing herein shall be construed to preclude provision in the contract or contracts relating to the guarantee of improvements thereunder.

#### Section 10. Ratification.

All action heretofore taken by the City and officers thereof, directed toward the creation of the City of Casper, Wyoming, Local Assessment District No. 157, the improvement of property therein and the levy of assessments therefor, be, and the same hereby is, ratified, approved, and confirmed.

#### Section 11. Severability.

If any section, paragraph, clause, or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Ordinance.

Section 12. Repealer.

All orders, bylaws, resolutions, and ordinances, or parts thereof, in conflict with this Ordinance are hereby repealed to the extent of such inconsistency.

Section 13. Authorization of Officers and Employees.

The officers and employees of the City are hereby authorized and directed to take all action necessary and appropriate to effectuate the provisions of this Ordinance.

PASSED on 1<sup>st</sup> reading the 7<sup>th</sup> day of April, 2020.

PASSED on 2<sup>nd</sup> reading the 21<sup>st</sup> day of April, 2020.

PASSED, APPROVED, AND ADOPTED on 3<sup>rd</sup> reading the 5<sup>th</sup> day of May, 2020.

Vice-Mayor Lutz presented the foregoing ordinance for approval, on third reading. Seconded by Councilmember Huber.

There being no one to speak regarding the ordinance, and no discussion or amendments, motion passed. Councilmember Bates was briefly unavailable during the vote.

11. ORDINANCE— SECOND READING

Following ordinance read:

ORDINANCE NO. 10-20

AN ORDINANCE AMENDING CHAPTER 17.68 OF THE CASPER MUNICIPAL CODE, PERTAINING TO GAMING/GAMBLING IN THE C-4 (HIGHWAY BUSINESS) ZONING DISTRICT.

Councilmember Hopkins presented the foregoing ordinance for approval, on second reading. Seconded by Councilmember Cathey.

There being no one to speak regarding the ordinance, and no discussion or amendments, motion passed.

12. ORDINANCE— FIRST READING

This item was tabled to a date certain of May 5, 2020, after the public hearing at the April 21, 2020 Council meeting. Following ordinance read:

ORDINANCE NO. 9-20

AN ORDINANCE UPDATING AND AMENDING SECTIONS 5.08.010, 5.08.050, 5.08.080, 5.08.100, 5.08.105, 5.08.130, 5.08.140, 5.08.150, 5.08.280, 5.08.340, 5.08.480, 5.08.530 AND 5.08.535 OF THE CASPER MUNICIPAL CODE.

Councilmember Powell presented the foregoing ordinance for approval, on first reading. Seconded by Vice-Mayor Lutz. City Manager Napier provided a brief report.

No citizens spoke on the ordinance. Councilmembers discussed how to make it feasible and safe to have an open container area. Mayor Freel asked if a new, smaller open container area could be identified and brought before Council. City Manager Napier indicated that a revised map could be created. Motion passed.

13. CONSENT RESOLUTIONS

Moved by Vice-Mayor Lutz, to remove the contract extension for hosting of the College National Finals Rodeo (Resolution No. 20-96) from the consent agenda. Seconded by Councilmember Cathey. Motion passed.

Moved by Vice-Mayor Lutz, to postpone Resolution No. 20-96 to a date certain of May 19, 2020. Seconded by Councilmember Powell. Motion passed.

The following resolutions were considered, by consent agenda:

RESOLUTION NO. 20-86

A RESOLUTION AUTHORIZING AN AMENDMENT TO THE CONTRACT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF CASPER AND CASPER AREA TRANSPORTATION COALITION, INC., A WYOMING NON-PROFIT CORPORATION, FOR FISCAL YEAR 2020.

RESOLUTION NO. 20-87

A RESOLUTION DECLARING CERTAIN CITY-OWNED PROPERTY AS SURPLUS PROPERTY, AND AUTHORIZING SALE OF SAME TO THE HIGHEST BIDDER.

RESOLUTION NO. 20-88

A RESOLUTION AUTHORIZING A CONTRACT FOR OUTSIDE-CITY WATER AND SEWER SERVICE WITH JERECO CLEANING SYSTEMS, LLC.

RESOLUTION NO. 20-89

A RESOLUTION AUTHORIZING A CONTRACT FOR OUTSIDE-CITY WATER SERVICE WITH ASHTON J. AND JOANNA WILSON.

RESOLUTION NO. 20-90

A RESOLUTION AUTHORIZING AN AGREEMENT WITH MYERS & SONS CONSTRUCTION, LP, FOR THE SAM H. HOBBS WASTEWATER TREATMENT PLANT SECONDARY TREATMENT REHABILITATION, PROJECT NO. 19-007.

RESOLUTION NO. 20-91

A RESOLUTION AUTHORIZING AN AGREEMENT WITH SWI, LLC, FOR THE SOLID WASTE FENCING, PROJECT NO. 18-046.

RESOLUTION NO. 20-92

A RESOLUTION AUTHORIZING THE ACCEPTANCE OF THE GRANT AWARD AGREEMENT BETWEEN THE WYOMING OFFICE OF HOMELAND SECURITY AND THE CITY OF CASPER.

RESOLUTION NO. 20-93

A RESOLUTION AUTHORIZING CHANGE ORDER NO. 2 TO THE AGREEMENT WITH SHAMROCK ENVIRONMENTAL CORPORATION FOR THE NORTH PLATTE RIVER RESTORATION – 1<sup>ST</sup> STREET REACH, PROJECT NO. 12-51.

RESOLUTION NO. 20-94

A RESOLUTION CORRECTING SCRIVENER’S ERROR IN RESOLUTION NO. 20-51 PERTAINING TO THE WHITE DOG ADDITION NO. 2, AND ALSO A SCRIVENER’S ERROR IN THE LEGAL DESCRIPTION FOUND IN THE WHITE DOG ADDITION NO. 2 SUBDIVISION AGREEMENT.

RESOLUTION NO. 20-95

A RESOLUTION AUTHORIZING A CONTRACT WITH THE CASPER FIRE FIGHTERS LOCAL I.A.F.F. UNION 904 FOR THE CONTRACT PERIOD JULY 1, 2020 – JUNE 30, 2022.

Councilmember Bates presented the foregoing ten (10) resolutions for adoption. Seconded by Councilmember Hopkins. Motion passed.

14. MINUTE ACTION– CONSENT

Moved by Councilmember Bates, seconded by Councilmember Cathey, to, by consent minute action:

- 1) appointing Michael J. Cometto to the Casper-Natrona County Health Department Board of Directors, to a five-year term expiring June 30, 2020;
- 2) authorize the purchase of housing materials and supplies, for use during the Casper Serve 2013 Program, Menards (\$15,903), Sherwin Williams (\$1,714), and Casper Window a total combined amount of \$18,000 not to exceed \$28,000; and
- 3) rejecting bids for the 2013 Stuckenhoff restroom addition project.

Motion passed.

15. INTRODUCTION OF MEASURES AND PROPOSALS

Mayor Freel stated he would like to update everyone regarding the Covid-19 pandemic. He shared that a public service announcement had been created to encourage community members to wear face masks, and emphasized that it is a recommendation, not a requirement. He also spoke about a car show and cruising event that has been held for several weeks, and has unfortunately escalated into a safety and legal issue. Chief McPheeters elaborated on the problems that occurred last weekend. He also shared that police officers would monitor the situation next weekend, and if necessary, ticket people for reckless or careless driving, destruction of public property, or for open container violations. Mayor Freel then stated that even the original hosts of this event were so appalled by the behavior exhibited, that they had distanced themselves from the event. Mayor Freel then shared that at the request of a local business, arrangements had been made with the state for a variance allowing outdoor seating and for the serving of food and alcohol. The business proceeded to do so on the first day possible, but when the weather changed, they moved things inside, disregarding the health orders which prohibit this. He shared his frustration with the situation, especially because of the effort made to get the variance for outdoor seating.

Councilmembers then shared their concerns about civil liberties, urged citizens to continue to be patient and responsible, spoke about the difficulties of balancing re-opening with safety, and many thanked those working on the policies for their efforts. Councilmember Huber offered that the liquor license holder involved with the outdoor seating issue could face consequences such as having their license suspended.

Mayor Freel then proceeded to call on each Councilmember to share items of note. Councilmembers shared concerns about potential illnesses as things are re-opened, and thanked first responders for their efforts. Councilmember Bates asked about the delivery of alcohol, citizen volunteers to educate people on using the recycling bins, and off-premises liquor permits.

City Manager Napier asked for direction on the liquor license ordinance amendments. Mayor Freel requested that a new open container area map be created and brought before Council. Councilmember Powell requested that staff gather input from other communities on how they have successfully managed a large open container area.

City Attorney Henley asked Councilmember Bates for clarification on the off-premises permits, which he provided. City Attorney Henley then shared that this item had recently been addressed by the legislature, and had been included in this ordinance amendment.

City Manager Napier asked for general direction to change the open container map and to inquire about the management of open containers in other communities. Councilmembers provided a thumbs up.

Vice-Mayor Lutz shared that the City is requesting feedback on recycling and that an on-line poll is now available.

16. ADJOURNMENT

Mayor Freel noted the next meetings of the City Council will be a work session to be held at 4:30 p.m., Tuesday, May 12, 2020; and, a regular Council meeting to be held at 6:00 p.m., Tuesday, May 19, 2020, with the location of these meetings to be determined. Moved by Councilmember Bates, seconded by Councilmember Cathey, to, by minute action adjourn. Motion passed. The meeting was adjourned at 8:03 p.m.

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Fleur Tremel  
City Clerk

\_\_\_\_\_  
Steven K. Freel  
Mayor



# City of Casper - Bills and Claims for May 19, 2020

## 0970 CED

0970 CED	Buildings & Structures Fund	BAS Shop Supplies	\$20.41
----------	-----------------------------	-------------------	---------

<i>0970 CED - Total For Buildings &amp; Structures Fund</i>			<i>\$20.41</i>
---	--	--	----------------

<b>0970 CED - ALL DEPARTMENTS</b>			<b>\$20.41</b>
-----------------------------------	--	--	----------------

## 307 COLLISION

307 COLLISION	Fleet Maintenance Fund	Claim 2487 101255 repairs	\$1,614.60
---------------	------------------------	---------------------------	------------

307 COLLISION	Fleet Maintenance Fund	Claim 2838CA 101252 repairs	\$580.00
---------------	------------------------	-----------------------------	----------

307 COLLISION	Fleet Maintenance Fund	101299 Repairs	\$1,322.00
---------------	------------------------	----------------	------------

307 COLLISION	Fleet Maintenance Fund	Claim 2540CA 111198 repairs	\$1,288.84
---------------	------------------------	-----------------------------	------------

<i>307 COLLISION - Total For Fleet Maintenance Fund</i>			<i>\$4,805.44</i>
---	--	--	-------------------

<b>307 COLLISION - ALL DEPARTMENTS</b>			<b>\$4,805.44</b>
--	--	--	-------------------

## 71 CONSTRUCTION, INC

71 CONSTRUCTION, INC	Water Distribution	CONSTRUCTION MATERIALS - sand	\$1,836.45
----------------------	--------------------	-------------------------------	------------

<i>71 CONSTRUCTION, INC - Total For Water Distribution</i>			<i>\$1,836.45</i>
--	--	--	-------------------

<b>71 CONSTRUCTION, INC - ALL DEPARTMENTS</b>			<b>\$1,836.45</b>
---	--	--	-------------------

## A.M.B.I. & SHIPPING,

A.M.B.I. & SHIPPING,	City Attorney	postage	\$38.28
----------------------	---------------	---------	---------

<i>A.M.B.I. &amp; SHIPPING, - Total For City Attorney</i>			<i>\$38.28</i>
---	--	--	----------------

A.M.B.I. & SHIPPING,	Code Enforcement	Stamps	\$474.00
----------------------	------------------	--------	----------

<i>A.M.B.I. &amp; SHIPPING, - Total For Code Enforcement</i>			<i>\$474.00</i>
--	--	--	-----------------

A.M.B.I. & SHIPPING,	Customer Service	Postage	\$390.24
----------------------	------------------	---------	----------

<i>A.M.B.I. &amp; SHIPPING, - Total For Customer Service</i>			<i>\$390.24</i>
--	--	--	-----------------

A.M.B.I. & SHIPPING,	Human Resources	postage	\$12.25
----------------------	-----------------	---------	---------

<i>A.M.B.I. &amp; SHIPPING, - Total For Human Resources</i>			<i>\$12.25</i>
---	--	--	----------------

A.M.B.I. & SHIPPING,	Metropolitan Planning Org	Printing and binding Wayfinding plan for council	\$117.18
----------------------	---------------------------	--	----------

<i>A.M.B.I. &amp; SHIPPING, - Total For Metropolitan Planning Org</i>			<i>\$117.18</i>
---	--	--	-----------------

A.M.B.I. & SHIPPING,	Planning	Stamps	\$220.00
----------------------	----------	--------	----------

<i>A.M.B.I. &amp; SHIPPING, - Total For Planning</i>			<i>\$220.00</i>
--	--	--	-----------------

A.M.B.I. & SHIPPING,	Police Administration	Postage	\$620.51
<i>A.M.B.I. &amp; SHIPPING, - Total For Police Administration</i>			<i>\$620.51</i>
A.M.B.I. & SHIPPING,	Refuse - Residential	Postage	\$28.77
<i>A.M.B.I. &amp; SHIPPING, - Total For Refuse - Residential</i>			<i>\$28.77</i>
A.M.B.I. & SHIPPING,	Risk Management	Postage	\$3.00
<i>A.M.B.I. &amp; SHIPPING, - Total For Risk Management</i>			<i>\$3.00</i>
<b>A.M.B.I. &amp; SHIPPING, - ALL DEPARTMENTS</b>			<b>\$1,904.23</b>

## ADECCO USA, INC.

ADECCO USA, INC.	Balefill - Disposal & Landfill	Contract labor	\$582.00
ADECCO USA, INC.	Balefill - Disposal & Landfill	Contract labor	\$582.00
<i>ADECCO USA, INC. - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$1,164.00</i>
<b>ADECCO USA, INC. - ALL DEPARTMENTS</b>			<b>\$1,164.00</b>

## AHERN RENTALS INC

AHERN RENTALS INC	Refuse - Residential	Power wash gun	\$46.00
<i>AHERN RENTALS INC - Total For Refuse - Residential</i>			<i>\$46.00</i>
<b>AHERN RENTALS INC - ALL DEPARTMENTS</b>			<b>\$46.00</b>

## AIR INNOVATIONS

AIR INNOVATIONS	Balefill - Disposal & Landfill	Co-Ray-Vac not igniting	\$1,505.00
<i>AIR INNOVATIONS - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$1,505.00</i>
<b>AIR INNOVATIONS - ALL DEPARTMENTS</b>			<b>\$1,505.00</b>

## AIRGAS USA LLC

AIRGAS USA LLC	City Council	latex gloves	\$106.54
AIRGAS USA LLC	City Council	Small gloves	\$103.80
<i>AIRGAS USA LLC - Total For City Council</i>			<i>\$210.34</i>
<b>AIRGAS USA LLC - ALL DEPARTMENTS</b>			<b>\$210.34</b>

## AIRGAS USA, LLC

AIRGAS USA, LLC	Traffic Control	Oxygen bottle exchange for 60678	\$40.74
-----------------	-----------------	----------------------------------	---------

<i>AIRGAS USA, LLC - Total For Traffic Control</i>			<i>\$40.74</i>
<b>AIRGAS USA, LLC - ALL DEPARTMENTS</b>			<b>\$40.74</b>

### **ALBERTSONS #0060**

ALBERTSONS #0060	Fire-EMS Operations	Water and Sports Drinks	\$33.31
<i>ALBERTSONS #0060 - Total For Fire-EMS Operations</i>			<i>\$33.31</i>
<b>ALBERTSONS #0060 - ALL DEPARTMENTS</b>			<b>\$33.31</b>

### **ALL CREATURES VETERI**

ALL CREATURES VETERI	Police Animal Control	vet care 19-077223	\$399.95
<i>ALL CREATURES VETERI - Total For Police Animal Control</i>			<i>\$399.95</i>
<b>ALL CREATURES VETERI - ALL DEPARTMENTS</b>			<b>\$399.95</b>

### **ALLIANCE ELECTRIC LL**

ALLIANCE ELECTRIC LL	Balefill - Disposal & Landfill	Replace the Transformer in the Baler Building	\$6,948.00
<i>ALLIANCE ELECTRIC LL - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$6,948.00</i>
<b>ALLIANCE ELECTRIC LL - ALL DEPARTMENTS</b>			<b>\$6,948.00</b>

### **ALLURETECH**

ALLURETECH	Miller St. Dormitory	Miller house internet	\$42.00
<i>ALLURETECH - Total For Miller St. Dormitory</i>			<i>\$42.00</i>
<b>ALLURETECH - ALL DEPARTMENTS</b>			<b>\$42.00</b>

### **ALPINE MOTOR SPORTS**

ALPINE MOTOR SPORTS	Cemetery	ALPINE MOTOR SPORTS TRIMMER LINE AND HA	\$144.95
<i>ALPINE MOTOR SPORTS - Total For Cemetery</i>			<i>\$144.95</i>
<b>ALPINE MOTOR SPORTS - ALL DEPARTMENTS</b>			<b>\$144.95</b>

### **ALSCO**

ALSCO	Balefill - Baler Processing	Uniforms	\$87.16
ALSCO	Balefill - Baler Processing	Uniforms	\$87.16

ALSCO	Balefill - Baler Processing	Uniforms	\$87.16
<i>ALSCO - Total For Balefill - Baler Processing</i>			<i>\$261.48</i>
ALSCO	Balefill - Disposal & Landfill	Rugs	\$54.30
<i>ALSCO - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$54.30</i>
ALSCO	City Council	Laundry	\$15.00
ALSCO	City Council	Laundry	\$15.00
<i>ALSCO - Total For City Council</i>			<i>\$30.00</i>
ALSCO	Refuse - Residential	Uniforms	\$56.10
ALSCO	Refuse - Residential	Uniforms	\$56.10
ALSCO	Refuse - Residential	Uniforms	\$51.10
<i>ALSCO - Total For Refuse - Residential</i>			<i>\$163.30</i>
ALSCO	Streets	LCAS1336235, LCAS1337450, LCAS1338534, LC	\$392.96
<i>ALSCO - Total For Streets</i>			<i>\$392.96</i>
<b>ALSCO - ALL DEPARTMENTS</b>			<b>\$902.04</b>

## ALSCO INC.

ALSCO INC.	Regional Water Operations	LAUNDRY	\$123.10
<i>ALSCO INC. - Total For Regional Water Operations</i>			<i>\$123.10</i>
ALSCO INC.	Sewer Wastewater Collection	laundry and towels	\$218.56
<i>ALSCO INC. - Total For Sewer Wastewater Collection</i>			<i>\$218.56</i>
ALSCO INC.	WWTP Operations	LAUNDRY, CLEANING, AND GARMENT SERVICES	\$510.40
<i>ALSCO INC. - Total For WWTP Operations</i>			<i>\$510.40</i>
<b>ALSCO INC. - ALL DEPARTMENTS</b>			<b>\$852.06</b>

## ALTITUDE SIGNAL LLC

ALTITUDE SIGNAL LLC	Traffic Control	repair of Lang time clock for Oregon Trail school	\$360.00
<i>ALTITUDE SIGNAL LLC - Total For Traffic Control</i>			<i>\$360.00</i>
<b>ALTITUDE SIGNAL LLC - ALL DEPARTMENTS</b>			<b>\$360.00</b>

## AMAZON.COM D47KU6G93

AMAZON.COM D47KU6G93	Aquatics - Operations	FACE MASKS	\$21.72
<i>AMAZON.COM D47KU6G93 - Total For Aquatics - Operations</i>			<i>\$21.72</i>
AMAZON.COM D47KU6G93	Rec Center - Operations	FACE MASKS	\$43.44

AMAZON.COM D47KU6G93 - Total For Rec Center - Operations \$43.44

**AMAZON.COM D47KU6G93 - ALL DEPARTMENTS \$65.16**

## AMERICAN PLANNING AS

AMERICAN PLANNING AS Planning MEMBERSHIP DUES LIZ BECHER \$405.00

AMERICAN PLANNING AS - Total For Planning \$405.00

**AMERICAN PLANNING AS - ALL DEPARTMENTS \$405.00**

## AMERIGAS - CASPER

AMERIGAS - CASPER Balefill - Disposal & Landfill Forklift fuel \$66.51

AMERIGAS - CASPER - Total For Balefill - Disposal & Landfill \$66.51

**AMERIGAS - CASPER - ALL DEPARTMENTS \$66.51**

## AMERI-TECH EQUIPMENT

AMERI-TECH EQUIPMENT Refuse - Commercial 222289 truck mtnc \$703.73

AMERI-TECH EQUIPMENT Refuse - Commercial 222263 repair arm \$560.00

AMERI-TECH EQUIPMENT Refuse - Commercial 222275 repairs \$1,937.63

AMERI-TECH EQUIPMENT Refuse - Commercial 222285 stop switch \$220.25

AMERI-TECH EQUIPMENT - Total For Refuse - Commercial \$3,421.61

AMERI-TECH EQUIPMENT Weed & Pest Fund Side step bar for 81057 \$486.36

AMERI-TECH EQUIPMENT - Total For Weed & Pest Fund \$486.36

**AMERI-TECH EQUIPMENT - ALL DEPARTMENTS \$3,907.97**

## AMZN Mktp US

AMZN Mktp US Aquatics - Pool Floor Cable Cover \$15.96

AMZN Mktp US - Total For Aquatics - Pool \$15.96

AMZN Mktp US Police Administration flash drives; 3 ring binders and dividers \$159.90

AMZN Mktp US - Total For Police Administration \$159.90

AMZN Mktp US Water Distribution Spray-on truck bed liner \$69.95

AMZN Mktp US - Total For Water Distribution \$69.95

AMZN Mktp US Weed & Pest Fund Desk for p&r4 office \$426.14

AMZN Mktp US Weed & Pest Fund Return of Damaged desk (\$430.90)

AMZN Mktp US - Total For Weed & Pest Fund (\$4.76)

**AMZN Mktp US - ALL DEPARTMENTS****\$241.05****ANIMAL CARE EQUIPMEN**

ANIMAL CARE EQUIPMEN	Metro Animal Shelter	catch poles and cat resting shelves	\$277.99
----------------------	----------------------	-------------------------------------	----------

<i>ANIMAL CARE EQUIPMEN - Total For Metro Animal Shelter</i>			<i>\$277.99</i>
--	--	--	-----------------

**ANIMAL CARE EQUIPMEN - ALL DEPARTMENTS****\$277.99****APPLE COMPUTER, INC.**

APPLE COMPUTER, INC.	Fire-EMS Operations	Apple Music Subscription	\$9.99
----------------------	---------------------	--------------------------	--------

<i>APPLE COMPUTER, INC. - Total For Fire-EMS Operations</i>			<i>\$9.99</i>
---	--	--	---------------

**APPLE COMPUTER, INC. - ALL DEPARTMENTS****\$9.99****APPLIED CONCEPTS**

APPLIED CONCEPTS	Traffic Control	2 New speed sentries	\$6,730.00
------------------	-----------------	----------------------	------------

<i>APPLIED CONCEPTS - Total For Traffic Control</i>			<i>\$6,730.00</i>
---	--	--	-------------------

**APPLIED CONCEPTS - ALL DEPARTMENTS****\$6,730.00****AT&T 051221271100**

AT&T 051221271100	Public Safety Communication	TELECOMMUNICATION SERV.INCLUD. LOCAL/L.	\$138.91
-------------------	-----------------------------	---	----------

<i>AT&amp;T 051221271100 - Total For Public Safety Communications</i>			<i>\$138.91</i>
---	--	--	-----------------

**AT&T 051221271100 - ALL DEPARTMENTS****\$138.91****AT&T BILL PAYMENT**

AT&T BILL PAYMENT	Sewer Wastewater Collection	remote device data	\$120.12
-------------------	-----------------------------	--------------------	----------

<i>AT&amp;T BILL PAYMENT - Total For Sewer Wastewater Collection</i>			<i>\$120.12</i>
--	--	--	-----------------

AT&T BILL PAYMENT	Streets	Payment for 2 Traffic tablets	\$80.08
-------------------	---------	-------------------------------	---------

<i>AT&amp;T BILL PAYMENT - Total For Streets</i>			<i>\$80.08</i>
--	--	--	----------------

AT&T BILL PAYMENT	Water Distribution	TELECOMMUNICATION SERV.INCLUD. LOCAL/L.	\$160.16
-------------------	--------------------	---	----------

<i>AT&amp;T BILL PAYMENT - Total For Water Distribution</i>			<i>\$160.16</i>
---	--	--	-----------------

**AT&T BILL PAYMENT - ALL DEPARTMENTS****\$360.36**

## AT&T PREMIER EBIL

AT&T PREMIER EBIL	Police Administration	phones	\$8,083.40
<i>AT&amp;T PREMIER EBIL - Total For Police Administration</i>			<i>\$8,083.40</i>

### AT&T PREMIER EBIL - ALL DEPARTMENTS

**\$8,083.40**

## ATLAS OFFICE PRODUCT

ATLAS OFFICE PRODUCT	Balefill - Baler Processing	Chair Superintendent	\$488.89
ATLAS OFFICE PRODUCT	Balefill - Baler Processing	Baler bldg Desk	\$747.91
<i>ATLAS OFFICE PRODUCT - Total For Balefill - Baler Processing</i>			<i>\$1,236.80</i>
ATLAS OFFICE PRODUCT	Balefill - Disposal & Landfill	Ink	\$125.40
<i>ATLAS OFFICE PRODUCT - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$125.40</i>
ATLAS OFFICE PRODUCT	City Attorney	COMMERCIAL EQUIPMENT, NOT ELSEWHERE CL	\$64.95
<i>ATLAS OFFICE PRODUCT - Total For City Attorney</i>			<i>\$64.95</i>
ATLAS OFFICE PRODUCT	City Council	inv. 58393-0 and 58148-0	\$74.36
<i>ATLAS OFFICE PRODUCT - Total For City Council</i>			<i>\$74.36</i>
ATLAS OFFICE PRODUCT	Engineering	PAPER TOWELS	\$29.81
<i>ATLAS OFFICE PRODUCT - Total For Engineering</i>			<i>\$29.81</i>
ATLAS OFFICE PRODUCT	Fire-EMS Administration	Hanging File Folders	\$9.41
<i>ATLAS OFFICE PRODUCT - Total For Fire-EMS Administration</i>			<i>\$9.41</i>
ATLAS OFFICE PRODUCT	Ft. Caspar Museum	Collections supplies	\$62.49
<i>ATLAS OFFICE PRODUCT - Total For Ft. Caspar Museum</i>			<i>\$62.49</i>
ATLAS OFFICE PRODUCT	Human Resources	1 bx File Folders for Employee Files, 1bx Blue Pe	\$100.22
<i>ATLAS OFFICE PRODUCT - Total For Human Resources</i>			<i>\$100.22</i>
ATLAS OFFICE PRODUCT	Information Services	Anti-bacterial wipes for the office.	\$13.72
<i>ATLAS OFFICE PRODUCT - Total For Information Services</i>			<i>\$13.72</i>
ATLAS OFFICE PRODUCT	Regional Water Operations	Office supplies	\$41.16
ATLAS OFFICE PRODUCT	Regional Water Operations	Office cleaning	\$56.76
ATLAS OFFICE PRODUCT	Regional Water Operations	Office Supplies	\$99.96
ATLAS OFFICE PRODUCT	Regional Water Operations	Office Supply	\$87.13
ATLAS OFFICE PRODUCT	Regional Water Operations	Office Chair	\$824.43
ATLAS OFFICE PRODUCT	Regional Water Operations	Credit on chair return form invoice #56845-0 da	(\$198.73)
<i>ATLAS OFFICE PRODUCT - Total For Regional Water Operations</i>			<i>\$910.71</i>
ATLAS OFFICE PRODUCT	WWTP Operations	Chair	\$193.35
<i>ATLAS OFFICE PRODUCT - Total For WWTP Operations</i>			<i>\$193.35</i>

**ATLAS OFFICE PRODUCT - ALL DEPARTMENTS****\$2,821.22****ATLAS REPRODUCTION**

ATLAS REPRODUCTION	Planning	Misc. supplies	\$28.40
ATLAS REPRODUCTION	Planning	Notice signs	\$21.00
<i>ATLAS REPRODUCTION - Total For Planning</i>			\$49.40
ATLAS REPRODUCTION	Police Administration	Copier	\$40.21
ATLAS REPRODUCTION	Police Administration	Copier	\$124.00
<i>ATLAS REPRODUCTION - Total For Police Administration</i>			\$164.21

**ATLAS REPRODUCTION - ALL DEPARTMENTS****\$213.61****ATLAS REPRODUCTION I**

ATLAS REPRODUCTION I	Regional Water Operations	office supply	\$60.25
<i>ATLAS REPRODUCTION I - Total For Regional Water Operations</i>			\$60.25

**ATLAS REPRODUCTION I - ALL DEPARTMENTS****\$60.25****AVID IDENTIFICATION**

AVID IDENTIFICATION	Police Animal Control	microchip scanners	\$300.00
<i>AVID IDENTIFICATION - Total For Police Animal Control</i>			\$300.00

**AVID IDENTIFICATION - ALL DEPARTMENTS****\$300.00****B & B RUBBER STAMP S**

B & B RUBBER STAMP S	Balefill - Disposal & Landfill	PERJURY STAMP ETC TO REMOTELY SUBMIT INV	\$117.30
<i>B &amp; B RUBBER STAMP S - Total For Balefill - Disposal &amp; Landfill</i>			\$117.30

**B & B RUBBER STAMP S - ALL DEPARTMENTS****\$117.30****B32 ENGINEERING GROU**

B32 ENGINEERING GROU	Capital Projects Fund	CIA Chiller Replacement 15-58	\$7,163.17
<i>B32 ENGINEERING GROU - Total For Capital Projects Fund</i>			\$7,163.17

**B32 ENGINEERING GROU - ALL DEPARTMENTS****\$7,163.17**



## BAILEY'S ACE HARDWAR

BAILEY'S ACE HARDWAR	Balefill - Disposal & Landfill	Rust treatment	\$17.98
<i>BAILEY'S ACE HARDWAR - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$17.98</i>
BAILEY'S ACE HARDWAR	Capital Projects Fund	flare nut	\$2.79
<i>BAILEY'S ACE HARDWAR - Total For Capital Projects Fund</i>			<i>\$2.79</i>
<b>BAILEY'S ACE HARDWAR - ALL DEPARTMENTS</b>			<b>\$20.77</b>

## BAILEYS ACE HDWE

BAILEYS ACE HDWE	Aquatics - Pool	Windex	\$21.18
<i>BAILEYS ACE HDWE - Total For Aquatics - Pool</i>			<i>\$21.18</i>
BAILEYS ACE HDWE	Buildings & Structures Fund	Supplies to install chair rail at Rec Center	\$13.18
<i>BAILEYS ACE HDWE - Total For Buildings &amp; Structures Fund</i>			<i>\$13.18</i>
BAILEYS ACE HDWE	Capital Projects Fund	Supplies to insulate piping at Lansing Field	\$14.48
<i>BAILEYS ACE HDWE - Total For Capital Projects Fund</i>			<i>\$14.48</i>
BAILEYS ACE HDWE	Ice Arena - Operations	HARDWARE STORES - Painting Supplies	\$34.60
<i>BAILEYS ACE HDWE - Total For Ice Arena - Operations</i>			<i>\$34.60</i>
BAILEYS ACE HDWE	Water Distribution	Shut off hose & plug	\$14.58
<i>BAILEYS ACE HDWE - Total For Water Distribution</i>			<i>\$14.58</i>
BAILEYS ACE HDWE	WWTP Operations	Truck supplies	\$48.93
<i>BAILEYS ACE HDWE - Total For WWTP Operations</i>			<i>\$48.93</i>
<b>BAILEYS ACE HDWE - ALL DEPARTMENTS</b>			<b>\$146.95</b>

## BARCODESINC

BARCODESINC	Code Enforcement	2 PRINTER RIBBONS FOR LICENSE CARD PRINTE	\$87.52
<i>BARCODESINC - Total For Code Enforcement</i>			<i>\$87.52</i>
<b>BARCODESINC - ALL DEPARTMENTS</b>			<b>\$87.52</b>

## BARGREEN ELLINGSON

BARGREEN ELLINGSON	City Council	inv. 009467316 and inv. 009462475	\$484.04
<i>BARGREEN ELLINGSON - Total For City Council</i>			<i>\$484.04</i>
<b>BARGREEN ELLINGSON - ALL DEPARTMENTS</b>			<b>\$484.04</b>

## BARGREEN WYOMING

BARGREEN WYOMING	Fire-EMS Operations	Filter Bags/Station Supplies	\$19.75
<i>BARGREEN WYOMING - Total For Fire-EMS Operations</i>			<i>\$19.75</i>
<b>BARGREEN WYOMING - ALL DEPARTMENTS</b>			<b>\$19.75</b>

## BECKER ARENA

BECKER ARENA	Ice Arena - Operations	PUCKMARK ERASER - BECKER	\$372.40
<i>BECKER ARENA - Total For Ice Arena - Operations</i>			<i>\$372.40</i>
<b>BECKER ARENA - ALL DEPARTMENTS</b>			<b>\$372.40</b>

## BEST BUY

BEST BUY	Buildings & Structures Fund	TV Mount for Golf Course Pro Shop	\$79.99
<i>BEST BUY - Total For Buildings &amp; Structures Fund</i>			<i>\$79.99</i>
<b>BEST BUY - ALL DEPARTMENTS</b>			<b>\$79.99</b>

## BLACK HILLS ENERGY

BLACK HILLS ENERGY	Regional Water Operations	Gas acct. 7513 1659 94	\$3,940.97
BLACK HILLS ENERGY	Regional Water Operations	Gas acct. 7513 1659 94	\$4,405.96
<i>BLACK HILLS ENERGY - Total For Regional Water Operations</i>			<i>\$8,346.93</i>
<b>BLACK HILLS ENERGY - ALL DEPARTMENTS</b>			<b>\$8,346.93</b>

## BLAKEMAN PROPANE

BLAKEMAN PROPANE	Hogadon - Operations	propane	\$1,311.75
<i>BLAKEMAN PROPANE - Total For Hogadon - Operations</i>			<i>\$1,311.75</i>
<b>BLAKEMAN PROPANE - ALL DEPARTMENTS</b>			<b>\$1,311.75</b>

## BLOEDORN LUMBER

BLOEDORN LUMBER	Balefill - Disposal & Landfill	Wall e-waste bldg	\$571.44
BLOEDORN LUMBER	Balefill - Disposal & Landfill	Coutertop	\$3,001.90
BLOEDORN LUMBER	Balefill - Disposal & Landfill	Drywall	\$336.88
<i>BLOEDORN LUMBER - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$3,910.22</i>

**BLOEDORN LUMBER - ALL DEPARTMENTS****\$3,910.22****BLOEDORN LUMBER CASP**

BLOEDORN LUMBER CASP	Balefill - Disposal & Landfill	Return of supplies for Solid Waste Remodel	(\$231.04)
----------------------	--------------------------------	--	------------

BLOEDORN LUMBER CASP	Balefill - Disposal & Landfill	Supplies for Solid Waste Remodel	\$231.04
----------------------	--------------------------------	----------------------------------	----------

<i>BLOEDORN LUMBER CASP - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$0.00</i>
--	--	--	---------------

BLOEDORN LUMBER CASP	Buildings & Structures Fund	Supplies to replace damaged fire plug at Rec Ce	\$138.72
----------------------	-----------------------------	---	----------

BLOEDORN LUMBER CASP	Buildings & Structures Fund	Supplies for barriers at Rec Center Counters	\$105.98
----------------------	-----------------------------	--	----------

<i>BLOEDORN LUMBER CASP - Total For Buildings &amp; Structures Fund</i>			<i>\$244.70</i>
---	--	--	-----------------

**BLOEDORN LUMBER CASP - ALL DEPARTMENTS****\$244.70****BRENNTAG PACIFIC, IN**

BRENNTAG PACIFIC, IN	Regional Water Operations	Ferric	\$9,617.28
----------------------	---------------------------	--------	------------

BRENNTAG PACIFIC, IN	Regional Water Operations	Ferric	\$10,008.90
----------------------	---------------------------	--------	-------------

<i>BRENNTAG PACIFIC, IN - Total For Regional Water Operations</i>			<i>\$19,626.18</i>
---	--	--	--------------------

**BRENNTAG PACIFIC, IN - ALL DEPARTMENTS****\$19,626.18****BUDGET.COM PREPAY RE**

BUDGET.COM PREPAY RE	Police Administration	rental car credit,training canceled	(\$272.74)
----------------------	-----------------------	-------------------------------------	------------

<i>BUDGET.COM PREPAY RE - Total For Police Administration</i>			<i>(\$272.74)</i>
---	--	--	-------------------

**BUDGET.COM PREPAY RE - ALL DEPARTMENTS****(\$272.74)****BURBACKS**

BURBACKS	Capital Projects Fund	Condenser fan motor	\$83.88
----------	-----------------------	---------------------	---------

<i>BURBACKS - Total For Capital Projects Fund</i>			<i>\$83.88</i>
---	--	--	----------------

**BURBACKS - ALL DEPARTMENTS****\$83.88****CARUS CORPORATION**

CARUS CORPORATION	Regional Water Operations	Poly 500-55	\$8,964.00
-------------------	---------------------------	-------------	------------

<i>CARUS CORPORATION - Total For Regional Water Operations</i>			<i>\$8,964.00</i>
--	--	--	-------------------

**CARUS CORPORATION - ALL DEPARTMENTS****\$8,964.00**

## CASELLE, INC.

CASELLE, INC.	Customer Service	May 2020	\$75.00
<i>CASELLE, INC. - Total For Customer Service</i>			<i>\$75.00</i>
<b>CASELLE, INC. - ALL DEPARTMENTS</b>			<b>\$75.00</b>

## CASPER AREA TRANSPOR

CASPER AREA TRANSPOR	CATC - CARES Act	March 2020 Cares act expenses	180,920.33
CASPER AREA TRANSPOR	CATC - CARES Act		\$6,631.89
<i>CASPER AREA TRANSPOR - Total For CATC - CARES Act</i>			<i>\$187,552.22</i>
CASPER AREA TRANSPOR	CATC - Operations	March 2020 Covid 19 expenses	\$9,914.63
CASPER AREA TRANSPOR	CATC - Operations	March 2020 Operating assistance	\$1,635.41
<i>CASPER AREA TRANSPOR - Total For CATC - Operations</i>			<i>\$11,550.04</i>
<b>CASPER AREA TRANSPOR - ALL DEPARTMENTS</b>			<b>\$199,102.26</b>

## CASPER CONTRACTORS S

CASPER CONTRACTORS S	Balefill - Baler Processing	WALL FOR E WASTE BLDG	\$206.20
<i>CASPER CONTRACTORS S - Total For Balefill - Baler Processing</i>			<i>\$206.20</i>
CASPER CONTRACTORS S	Buildings & Structures Fund	Supplies to install drinking fountains at Rec Cent	\$25.28
<i>CASPER CONTRACTORS S - Total For Buildings &amp; Structures Fund</i>			<i>\$25.28</i>
CASPER CONTRACTORS S	Cemetery	Safety Vests	\$150.00
<i>CASPER CONTRACTORS S - Total For Cemetery</i>			<i>\$150.00</i>
CASPER CONTRACTORS S	Parks - Parks Maint.	Safety Vests	\$309.30
<i>CASPER CONTRACTORS S - Total For Parks - Parks Maint.</i>			<i>\$309.30</i>
CASPER CONTRACTORS S	Water Distribution	TAPE, PIN FLAGS, PAINT	\$369.65
CASPER CONTRACTORS S	Water Distribution	SHOVEL/BROOM	\$49.60
<i>CASPER CONTRACTORS S - Total For Water Distribution</i>			<i>\$419.25</i>
<b>CASPER CONTRACTORS S - ALL DEPARTMENTS</b>			<b>\$1,110.03</b>

## CASPER FIRE EXTINGUI

CASPER FIRE EXTINGUI	Hogadon - Operations	Bi-annual exhaust hood inspections	\$512.75
<i>CASPER FIRE EXTINGUI - Total For Hogadon - Operations</i>			<i>\$512.75</i>
CASPER FIRE EXTINGUI	Parks - Parks Maint.	Recharge 1 fire extinguisher, purchase additiona	\$83.50
<i>CASPER FIRE EXTINGUI - Total For Parks - Parks Maint.</i>			<i>\$83.50</i>

**CASPER FIRE EXTINGUI - ALL DEPARTMENTS****\$596.25****CASPER STAR TRIBUNE**

CASPER STAR TRIBUNE	Regional Water Operations	Advertising	\$53.02
---------------------	---------------------------	-------------	---------

<i>CASPER STAR TRIBUNE - Total For Regional Water Operations</i>			<i>\$53.02</i>
--	--	--	----------------

**CASPER STAR TRIBUNE - ALL DEPARTMENTS****\$53.02****CASPER STAR-TRIBUNE,**

CASPER STAR-TRIBUNE,	Balefill - Disposal & Landfill	Solid waste fencing Ad for Bids	\$549.08
----------------------	--------------------------------	---------------------------------	----------

<i>CASPER STAR-TRIBUNE, - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$549.08</i>
--	--	--	-----------------

CASPER STAR-TRIBUNE,	Capital Projects Fund	2020 Platte River Trails Ad for Bids	\$492.20
----------------------	-----------------------	--------------------------------------	----------

CASPER STAR-TRIBUNE,	Capital Projects Fund	2020 Inlaid Striping Ad for Bids	\$568.04
----------------------	-----------------------	----------------------------------	----------

CASPER STAR-TRIBUNE,	Capital Projects Fund	CEC Theatrical Curtain Repl. ad for bids	\$466.92
----------------------	-----------------------	--	----------

CASPER STAR-TRIBUNE,	Capital Projects Fund	Final pay ad Center st. railing	\$218.38
----------------------	-----------------------	---------------------------------	----------

CASPER STAR-TRIBUNE,	Capital Projects Fund	CEC Roof Snow Guards Final Pay	\$227.86
----------------------	-----------------------	--------------------------------	----------

<i>CASPER STAR-TRIBUNE, - Total For Capital Projects Fund</i>			<i>\$1,973.40</i>
---	--	--	-------------------

CASPER STAR-TRIBUNE,	City Clerk	Special council proceedings	\$98.68
----------------------	------------	-----------------------------	---------

CASPER STAR-TRIBUNE,	City Clerk	Council minutes	\$961.00
----------------------	------------	-----------------	----------

<i>CASPER STAR-TRIBUNE, - Total For City Clerk</i>			<i>\$1,059.68</i>
--	--	--	-------------------

CASPER STAR-TRIBUNE,	Metropolitan Planning Org	RFP Bar nunn antelope study	\$91.68
----------------------	---------------------------	-----------------------------	---------

CASPER STAR-TRIBUNE,	Metropolitan Planning Org	RFP public participation plan	\$84.48
----------------------	---------------------------	-------------------------------	---------

<i>CASPER STAR-TRIBUNE, - Total For Metropolitan Planning Org</i>			<i>\$176.16</i>
---	--	--	-----------------

CASPER STAR-TRIBUNE,	Planning	Notice Casper City Council	\$76.28
----------------------	----------	----------------------------	---------

CASPER STAR-TRIBUNE,	Planning	Planning and zoning	\$101.76
----------------------	----------	---------------------	----------

CASPER STAR-TRIBUNE,	Planning	Requests for proposal chamber	\$91.68
----------------------	----------	-------------------------------	---------

<i>CASPER STAR-TRIBUNE, - Total For Planning</i>			<i>\$269.72</i>
--	--	--	-----------------

CASPER STAR-TRIBUNE,	WWTP Operations	N.Platte Sewer RFP	\$320.48
----------------------	-----------------	--------------------	----------

<i>CASPER STAR-TRIBUNE, - Total For WWTP Operations</i>			<i>\$320.48</i>
---	--	--	-----------------

**CASPER STAR-TRIBUNE, - ALL DEPARTMENTS****\$4,348.52****CASPER TIRE**

CASPER TIRE	Refuse - Commercial	222272 flat	\$60.00
-------------	---------------------	-------------	---------

CASPER TIRE	Refuse - Commercial	222280 flat	\$70.00
-------------	---------------------	-------------	---------

CASPER TIRE	Refuse - Commercial	222261 tire, semi disposal	\$165.00
CASPER TIRE	Refuse - Commercial	222257 Flat	\$35.00
CASPER TIRE	Refuse - Commercial	222283 Semi Flat	\$35.00
CASPER TIRE	Refuse - Commercial	222272 flat	\$60.00
CASPER TIRE	Refuse - Commercial	222280 flat	\$70.00

*CASPER TIRE - Total For Refuse - Commercial* \$495.00

**CASPER TIRE - ALL DEPARTMENTS** **\$495.00**

## CASPER WELLS PRODUCT

CASPER WELLS PRODUCT	Buildings & Structures Fund	Sand for PV Pool filter	\$285.00
----------------------	-----------------------------	-------------------------	----------

*CASPER WELLS PRODUCT - Total For Buildings & Structures Fund* \$285.00

**CASPER WELLS PRODUCT - ALL DEPARTMENTS** **\$285.00**

## CASPER WINNELSON

CASPER WINNELSON	Buildings & Structures Fund	wo 106	\$472.85
------------------	-----------------------------	--------	----------

CASPER WINNELSON	Buildings & Structures Fund	wo 106421	\$104.56
------------------	-----------------------------	-----------	----------

*CASPER WINNELSON - Total For Buildings & Structures Fund* \$577.41

**CASPER WINNELSON - ALL DEPARTMENTS** **\$577.41**

## CASPER WINNELSON CO

CASPER WINNELSON CO	Buildings & Structures Fund	PV Pool repair parts	\$53.20
---------------------	-----------------------------	----------------------	---------

CASPER WINNELSON CO	Buildings & Structures Fund	PLUMBING & HEATING EQUIPMENT AND SUPPL	\$37.50
---------------------	-----------------------------	--	---------

CASPER WINNELSON CO	Buildings & Structures Fund	Toilet repair parts for Golf Course Clubhouse	\$181.65
---------------------	-----------------------------	---	----------

CASPER WINNELSON CO	Buildings & Structures Fund	Women's restroom plumbing repair parts for Cit	\$115.59
---------------------	-----------------------------	--	----------

*CASPER WINNELSON CO - Total For Buildings & Structures Fund* \$387.94

CASPER WINNELSON CO	Capital Projects Fund	Plumbing repair parts for North Casper Soccer F	\$46.44
---------------------	-----------------------	---	---------

CASPER WINNELSON CO	Capital Projects Fund	Plumbing repair parts for North Casper Soccer	\$87.96
---------------------	-----------------------	---	---------

*CASPER WINNELSON CO - Total For Capital Projects Fund* \$134.40

CASPER WINNELSON CO	WWTP Operations	Sprinkler system parts	\$30.81
---------------------	-----------------	------------------------	---------

CASPER WINNELSON CO	WWTP Operations	Valve, bushing	\$113.30
---------------------	-----------------	----------------	----------

*CASPER WINNELSON CO - Total For WWTP Operations* \$144.11

**CASPER WINNELSON CO - ALL DEPARTMENTS** **\$666.45**

## CENTRAL TRUCK & DIES

CENTRAL TRUCK & DIES	WWTP Regional Interceptors	Oil filter	\$38.57
CENTRAL TRUCK & DIES	WWTP Regional Interceptors	Credit	(\$38.57)

*CENTRAL TRUCK & DIES - Total For WWTP Regional Interceptors* \$0.00

**CENTRAL TRUCK & DIES - ALL DEPARTMENTS** **\$0.00**

## CENTRAL WY. REGIONAL

CENTRAL WY. REGIONAL	Water Administration	April 2020 wholesale water	276,556.57
----------------------	----------------------	----------------------------	------------

*CENTRAL WY. REGIONAL - Total For Water Administration* \$276,556.57

CENTRAL WY. REGIONAL	Water Revenue and Transfer	April 2020 System Investment Changes	\$7,476.00
----------------------	----------------------------	--------------------------------------	------------

*CENTRAL WY. REGIONAL - Total For Water Revenue and Transfers* \$7,476.00

**CENTRAL WY. REGIONAL - ALL DEPARTMENTS** **\$284,032.57**

## CENTURYLINK

CENTURYLINK	Aquatics - Operations	Voip acct. 71332709	\$10.08
-------------	-----------------------	---------------------	---------

CENTURYLINK	Aquatics - Operations	VOIP P-307-111-9950 456M	\$24.20
-------------	-----------------------	--------------------------	---------

*CENTURYLINK - Total For Aquatics - Operations* \$34.28

CENTURYLINK	Balefill - Disposal & Landfill	Gas System Analogue acct. 307-265-4035 606B	\$67.82
-------------	--------------------------------	---	---------

CENTURYLINK	Balefill - Disposal & Landfill	VOIP P-307-111-9950 456M	\$77.84
-------------	--------------------------------	--------------------------	---------

CENTURYLINK	Balefill - Disposal & Landfill	Voip acct. 71332709	\$32.42
-------------	--------------------------------	---------------------	---------

*CENTURYLINK - Total For Balefill - Disposal & Landfill* \$178.08

CENTURYLINK	Buildings & Structures Fund	VOIP P-307-111-9950 456M	\$14.64
-------------	-----------------------------	--------------------------	---------

CENTURYLINK	Buildings & Structures Fund	Voip acct. 71332709	\$6.10
-------------	-----------------------------	---------------------	--------

*CENTURYLINK - Total For Buildings & Structures Fund* \$20.74

CENTURYLINK	Cemetery	VOIP P-307-111-9950 456M	\$14.64
-------------	----------	--------------------------	---------

CENTURYLINK	Cemetery	Voip acct. 71332709	\$6.10
-------------	----------	---------------------	--------

*CENTURYLINK - Total For Cemetery* \$20.74

CENTURYLINK	City Attorney	VOIP P-307-111-9950 456M	\$53.49
-------------	---------------	--------------------------	---------

CENTURYLINK	City Attorney	Voip acct. 71332709	\$22.28
-------------	---------------	---------------------	---------

*CENTURYLINK - Total For City Attorney* \$75.77

CENTURYLINK	City Council	VOIP P-307-111-9950 456M	\$14.64
-------------	--------------	--------------------------	---------

CENTURYLINK	City Council	Voip acct. 71332709	\$6.10
-------------	--------------	---------------------	--------

*CENTURYLINK - Total For City Council* \$20.74

CENTURYLINK	City Hall	Voip acct. 71332709	\$4.04
CENTURYLINK	City Hall	VOIP P-307-111-9950 456M	\$9.71
CENTURYLINK	City Hall	Phone use acct. 307-265-0955 140B	\$36.54
<i>CENTURYLINK - Total For City Hall</i>			<i>\$50.29</i>
CENTURYLINK	City Manager	Voip acct. 71332709	\$14.19
CENTURYLINK	City Manager	VOIP P-307-111-9950 456M	\$34.07
<i>CENTURYLINK - Total For City Manager</i>			<i>\$48.26</i>
CENTURYLINK	Code Enforcement	VOIP P-307-111-9950 456M	\$68.13
CENTURYLINK	Code Enforcement	Voip acct. 71332709	\$28.37
CENTURYLINK	Code Enforcement	Phone use acct. P-307-234-6076 866M	\$65.08
<i>CENTURYLINK - Total For Code Enforcement</i>			<i>\$161.58</i>
CENTURYLINK	Customer Service	Phone use acct. 307-235-8290 915B	\$41.31
CENTURYLINK	Customer Service	VOIP P-307-111-9950 456M	\$34.07
CENTURYLINK	Customer Service	Voip acct. 71332709	\$14.19
<i>CENTURYLINK - Total For Customer Service</i>			<i>\$89.57</i>
CENTURYLINK	Engineering	VOIP P-307-111-9950 456M	\$68.13
CENTURYLINK	Engineering	Voip acct. 71332709	\$28.37
<i>CENTURYLINK - Total For Engineering</i>			<i>\$96.50</i>
CENTURYLINK	Finance	Voip acct. 71332709	\$32.42
CENTURYLINK	Finance	VOIP P-307-111-9950 456M	\$77.84
<i>CENTURYLINK - Total For Finance</i>			<i>\$110.26</i>
CENTURYLINK	Fire-EMS Administration	VOIP P-307-111-9950 456M	\$97.26
CENTURYLINK	Fire-EMS Administration	Phone use acct.P-307-111-5104 106M	\$1,164.24
CENTURYLINK	Fire-EMS Administration	Voip acct. 71332709	\$40.51
<i>CENTURYLINK - Total For Fire-EMS Administration</i>			<i>\$1,302.01</i>
CENTURYLINK	Fleet Maintenance Fund	Voip acct. 71332709	\$26.32
CENTURYLINK	Fleet Maintenance Fund	VOIP P-307-111-9950 456M	\$63.20
<i>CENTURYLINK - Total For Fleet Maintenance Fund</i>			<i>\$89.52</i>
CENTURYLINK	Ft. Caspar Museum	VOIP P-307-111-9950 456M	\$14.64
CENTURYLINK	Ft. Caspar Museum	Voip acct. 71332709	\$6.10
<i>CENTURYLINK - Total For Ft. Caspar Museum</i>			<i>\$20.74</i>
CENTURYLINK	Golf - Operations	Voip acct. 71332709	\$6.10
CENTURYLINK	Golf - Operations	VOIP P-307-111-9950 456M	\$14.64
<i>CENTURYLINK - Total For Golf - Operations</i>			<i>\$20.74</i>
CENTURYLINK	Hogadon - Operations	Voip acct. 71332709	\$20.22
CENTURYLINK	Hogadon - Operations	VOIP P-307-111-9950 456M	\$48.56



<i>CENTURYLINK - Total For Hogadon - Operations</i>			<i>\$68.78</i>
CENTURYLINK	Human Resources	Voip acct. 71332709	\$10.14
CENTURYLINK	Human Resources	VOIP P-307-111-9950 456M	\$24.35
<i>CENTURYLINK - Total For Human Resources</i>			<i>\$34.49</i>
CENTURYLINK	Ice Arena - Operations	Voip acct. 71332709	\$8.09
CENTURYLINK	Ice Arena - Operations	Phone use acct. 307-235-7540 740 B	\$40.52
CENTURYLINK	Ice Arena - Operations	VOIP P-307-111-9950 456M	\$19.42
<i>CENTURYLINK - Total For Ice Arena - Operations</i>			<i>\$68.03</i>
CENTURYLINK	Information Services	Voip acct. 71332709	\$32.42
CENTURYLINK	Information Services	VOIP P-307-111-9950 456M	\$77.84
<i>CENTURYLINK - Total For Information Services</i>			<i>\$110.26</i>
CENTURYLINK	Meter Services	VOIP P-307-111-9950 456M	\$28.98
CENTURYLINK	Meter Services	Voip acct. 71332709	\$12.07
<i>CENTURYLINK - Total For Meter Services</i>			<i>\$41.05</i>
CENTURYLINK	Metro Animal Shelter	Phone use acct. 307-235-8356 281 B	\$40.52
CENTURYLINK	Metro Animal Shelter	VOIP P-307-111-9950 456M	\$14.64
CENTURYLINK	Metro Animal Shelter	Voip acct. 71332709	\$6.10
<i>CENTURYLINK - Total For Metro Animal Shelter</i>			<i>\$61.26</i>
CENTURYLINK	Municipal Court	Voip acct. 71332709	\$22.28
CENTURYLINK	Municipal Court	VOIP P-307-111-9950 456M	\$53.49
<i>CENTURYLINK - Total For Municipal Court</i>			<i>\$75.77</i>
CENTURYLINK	Parking Fund	Phone use acct. P-307-111-5106 155M	\$126.10
<i>CENTURYLINK - Total For Parking Fund</i>			<i>\$126.10</i>
CENTURYLINK	Parks - Parks Maint.	VOIP P-307-111-9950 456M	\$53.49
CENTURYLINK	Parks - Parks Maint.	Phone use acct. P-307-234-6734 889M	\$122.03
CENTURYLINK	Parks - Parks Maint.	Phone use acct. 307-237-7808 111 B	\$48.40
CENTURYLINK	Parks - Parks Maint.	Voip acct. 71332709	\$22.28
<i>CENTURYLINK - Total For Parks - Parks Maint.</i>			<i>\$246.20</i>
CENTURYLINK	Planning	VOIP P-307-111-9950 456M	\$48.56
CENTURYLINK	Planning	Voip acct. 71332709	\$20.22
<i>CENTURYLINK - Total For Planning</i>			<i>\$68.78</i>
CENTURYLINK	Police Administration	Phone use acct. P-307-111-5103 060M	\$363.08
CENTURYLINK	Police Administration	VOIP P-307-111-9950 456M	\$301.35
CENTURYLINK	Police Administration	Voip acct. 71332709	\$125.50
<i>CENTURYLINK - Total For Police Administration</i>			<i>\$789.93</i>
CENTURYLINK	Public Safety Communication	Phone use acct, P-307-111-5107 160M	\$10,972.86

CENTURYLINK	Public Safety Communication	Voip acct. 71332709	\$4.04
CENTURYLINK	Public Safety Communication	Phone use acct. 307-235-7592 537B	\$185.71
CENTURYLINK	Public Safety Communication	Phone use acct. P-307-632-4759 643 M	\$300.80
CENTURYLINK	Public Safety Communication	VOIP P-307-111-9950 456M	\$9.71
CENTURYLINK	Public Safety Communication	Acct. 307-432-1300 572B	\$491.50
<i>CENTURYLINK - Total For Public Safety Communications</i>			<i>\$11,964.62</i>
CENTURYLINK	Rec Center - Operations	Voip acct. 71332709	\$16.18
CENTURYLINK	Rec Center - Operations	VOIP P-307-111-9950 456M	\$38.84
<i>CENTURYLINK - Total For Rec Center - Operations</i>			<i>\$55.02</i>
CENTURYLINK	Regional Water Operations	Voip acct. 71332709	\$8.09
CENTURYLINK	Regional Water Operations	VOIP P-307-111-9950 456M	\$19.42
<i>CENTURYLINK - Total For Regional Water Operations</i>			<i>\$27.51</i>
CENTURYLINK	Risk Management	VOIP P-307-111-9950 456M	\$14.67
CENTURYLINK	Risk Management	Voip acct. 71332709	\$6.07
<i>CENTURYLINK - Total For Risk Management</i>			<i>\$20.74</i>
CENTURYLINK	Sewer Wastewater Collection	Voip acct. 71332709	\$4.04
CENTURYLINK	Sewer Wastewater Collection	VOIP P-307-111-9950 456M	\$9.71
<i>CENTURYLINK - Total For Sewer Wastewater Collection</i>			<i>\$13.75</i>
CENTURYLINK	Streets	Phone use acct. P-307-111-5105 138M	\$164.06
CENTURYLINK	Streets	VOIP P-307-111-9950 456M	\$34.07
CENTURYLINK	Streets	Voip acct. 71332709	\$14.19
<i>CENTURYLINK - Total For Streets</i>			<i>\$212.32</i>
CENTURYLINK	Water Administration	VOIP P-307-111-9950 456M	\$19.42
CENTURYLINK	Water Administration	Voip acct. 71332709	\$8.09
CENTURYLINK	Water Administration	Phone use acct. P-307-234-3016 518M	\$195.24
<i>CENTURYLINK - Total For Water Administration</i>			<i>\$222.75</i>
CENTURYLINK	Water Distribution	Phone use acct. 307-235-7564 793B	\$40.52
CENTURYLINK	Water Distribution	Voip acct. 71332709	\$6.10
CENTURYLINK	Water Distribution	VOIP P-307-111-9950 456M	\$14.64
<i>CENTURYLINK - Total For Water Distribution</i>			<i>\$61.26</i>
CENTURYLINK	Water Tanks	Phone use acct. 307-235-7545 631B	\$54.02
<i>CENTURYLINK - Total For Water Tanks</i>			<i>\$54.02</i>
CENTURYLINK	WWTP Operations	VOIP P-307-111-9950 456M	\$29.13
CENTURYLINK	WWTP Operations	Voip acct. 71332709	\$12.13
<i>CENTURYLINK - Total For WWTP Operations</i>			<i>\$41.26</i>
CENTURYLINK	WWTP Regional Interceptors	Phone use acct. P-307-234-3201 148M	\$2,041.65

<i>CENTURYLINK - Total For WWTP Regional Interceptors</i>			<i>\$2,041.65</i>
<b>CENTURYLINK - ALL DEPARTMENTS</b>			<b>\$18,745.37</b>

## CH2MHILL, INC.

CH2MHILL, INC.	WWTP Operations	WWTP 2ndary Treatment plant 19-007	\$5,246.77
<i>CH2MHILL, INC. - Total For WWTP Operations</i>			<i>\$5,246.77</i>
<b>CH2MHILL, INC. - ALL DEPARTMENTS</b>			<b>\$5,246.77</b>

## CHEWY.COM

CHEWY.COM	Metro Animal Shelter	dog food	\$145.15
<i>CHEWY.COM - Total For Metro Animal Shelter</i>			<i>\$145.15</i>
<b>CHEWY.COM - ALL DEPARTMENTS</b>			<b>\$145.15</b>

## CHILD DEVELOPMENT CE

CHILD DEVELOPMENT CE	Capital Projects Fund	1%#16 Funding Child Developmen	\$1,770.83
<i>CHILD DEVELOPMENT CE - Total For Capital Projects Fund</i>			<i>\$1,770.83</i>
<b>CHILD DEVELOPMENT CE - ALL DEPARTMENTS</b>			<b>\$1,770.83</b>

## CHILDREN'S ADVOCACY

CHILDREN'S ADVOCACY	Capital Projects Fund	1% #16 Funding Children's Advo	\$8,645.81
<i>CHILDREN'S ADVOCACY - Total For Capital Projects Fund</i>			<i>\$8,645.81</i>
<b>CHILDREN'S ADVOCACY - ALL DEPARTMENTS</b>			<b>\$8,645.81</b>

## CITY OF CASPER

CITY OF CASPER	Balefill - Disposal & Landfill	Balefill	\$2,266.00
<i>CITY OF CASPER - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$2,266.00</i>
CITY OF CASPER	CATC - CARES Act	March 2020 fuel charges	\$10,087.60
CITY OF CASPER	CATC - CARES Act	March 2020 workorders	\$7,422.56
CITY OF CASPER	CATC - CARES Act	April 202 catc workorders	\$5,032.48
<i>CITY OF CASPER - Total For CATC - CARES Act</i>			<i>\$22,542.64</i>
CITY OF CASPER	Hogadon - Operations	Balefill	\$18.00
<i>CITY OF CASPER - Total For Hogadon - Operations</i>			<i>\$18.00</i>

CITY OF CASPER	Refuse - Residential	Balefill	\$6,898.77
CITY OF CASPER	Refuse - Residential	Balefill	\$235.62
CITY OF CASPER	Refuse - Residential	Balefill	\$21,949.02
CITY OF CASPER	Refuse - Residential	Balefill	\$7,405.71
CITY OF CASPER	Refuse - Residential	Balefill	\$6,658.71
CITY OF CASPER	Refuse - Residential	Balefill	\$312.63
CITY OF CASPER	Refuse - Residential	Balefill	\$7,376.28
CITY OF CASPER	Refuse - Residential	Balefill	\$7,808.61
CITY OF CASPER	Refuse - Residential	Balefill	\$7,618.38
<i>CITY OF CASPER - Total For Refuse - Residential</i>			<i>\$66,263.73</i>
CITY OF CASPER	Regional Water Operations	Utilities acct. 1910101	\$24.33
CITY OF CASPER	Regional Water Operations	Utilities acct. 1910101	\$124.50
<i>CITY OF CASPER - Total For Regional Water Operations</i>			<i>\$148.83</i>
CITY OF CASPER	WWTP Operations	Balefill	\$79.56
CITY OF CASPER	WWTP Operations	Balefill	\$884.40
CITY OF CASPER	WWTP Operations	Balefill	\$112.20
CITY OF CASPER	WWTP Operations	Balefill	\$80.58
CITY OF CASPER	WWTP Operations	Balefill	\$81.60
<i>CITY OF CASPER - Total For WWTP Operations</i>			<i>\$1,238.34</i>
<b>CITY OF CASPER - ALL DEPARTMENTS</b>			<b>\$92,477.54</b>

## CLEVELAND GOLF

CLEVELAND GOLF	Golf - Operations	Driving Range Balls	\$3,500.00
<i>CLEVELAND GOLF - Total For Golf - Operations</i>			<i>\$3,500.00</i>
<b>CLEVELAND GOLF - ALL DEPARTMENTS</b>			<b>\$3,500.00</b>

## CMI TECO, INC.

CMI TECO, INC.	Refuse - Commercial	222248 Repairs	\$291.92
CMI TECO, INC.	Refuse - Commercial	222272 Repairs	\$1,763.22
CMI TECO, INC.	Refuse - Commercial	2006 Recycle repairs	\$605.34
CMI TECO, INC.	Refuse - Commercial	222287 repairs	\$1,546.82
CMI TECO, INC.	Refuse - Commercial	222285 Repairs	\$1,911.76
CMI TECO, INC.	Refuse - Commercial	222284 repairs	\$1,240.34
<i>CMI TECO, INC. - Total For Refuse - Commercial</i>			<i>\$7,359.40</i>

**CMI TECO, INC. - ALL DEPARTMENTS****\$7,359.40****COASTAL CHEMICAL CO**

COASTAL CHEMICAL CO	Regional Water Operations	Vehicle Fuel	\$22.91
---------------------	---------------------------	--------------	---------

<i>COASTAL CHEMICAL CO - Total For Regional Water Operations</i>			\$22.91
--	--	--	---------

<b>COASTAL CHEMICAL CO - ALL DEPARTMENTS</b>			<b>\$22.91</b>
--	--	--	----------------

**COCA COLA BOTTLING C**

COCA COLA BOTTLING C	Balefill - Disposal & Landfill	WATER FOR SCALE HOUSE	\$7.75
----------------------	--------------------------------	-----------------------	--------

<i>COCA COLA BOTTLING C - Total For Balefill - Disposal &amp; Landfill</i>			\$7.75
--	--	--	--------

COCA COLA BOTTLING C	Metro Animal Shelter	water	\$15.50
----------------------	----------------------	-------	---------

COCA COLA BOTTLING C	Metro Animal Shelter	water	\$30.50
----------------------	----------------------	-------	---------

<i>COCA COLA BOTTLING C - Total For Metro Animal Shelter</i>			\$46.00
--	--	--	---------

<b>COCA COLA BOTTLING C - ALL DEPARTMENTS</b>			<b>\$53.75</b>
---	--	--	----------------

**COLLECTION CENTER IN**

COLLECTION CENTER IN	Balefill - Disposal & Landfill	collection fees	\$8.93
----------------------	--------------------------------	-----------------	--------

<i>COLLECTION CENTER IN - Total For Balefill - Disposal &amp; Landfill</i>			\$8.93
--	--	--	--------

COLLECTION CENTER IN	Code Enforcement	collection fees	\$40.32
----------------------	------------------	-----------------	---------

<i>COLLECTION CENTER IN - Total For Code Enforcement</i>			\$40.32
--	--	--	---------

COLLECTION CENTER IN	Refuse - Residential	Collection fees	\$309.43
----------------------	----------------------	-----------------	----------

<i>COLLECTION CENTER IN - Total For Refuse - Residential</i>			\$309.43
--	--	--	----------

COLLECTION CENTER IN	Sewer Administration	Collection fees	\$235.16
----------------------	----------------------	-----------------	----------

<i>COLLECTION CENTER IN - Total For Sewer Administration</i>			\$235.16
--	--	--	----------

COLLECTION CENTER IN	Water Administration	Collection fees	\$693.12
----------------------	----------------------	-----------------	----------

<i>COLLECTION CENTER IN - Total For Water Administration</i>			\$693.12
--	--	--	----------

<b>COLLECTION CENTER IN - ALL DEPARTMENTS</b>			<b>\$1,286.96</b>
---	--	--	-------------------

**COMMUNICATION TECHNO**

COMMUNICATION TECHNO	Fire-EMS Administration	Cradle Point and Antenna on E6	\$412.00
----------------------	-------------------------	--------------------------------	----------

<i>COMMUNICATION TECHNO - Total For Fire-EMS Administration</i>			\$412.00
---	--	--	----------

COMMUNICATION TECHNO	Police Administration	Replaced old camera unit 222	\$51.50
----------------------	-----------------------	------------------------------	---------

COMMUNICATION TECHNO	Police Administration	Program portable radios	\$309.00
----------------------	-----------------------	-------------------------	----------

<i>COMMUNICATION TECHNO - Total For Police Administration</i>			<i>\$360.50</i>
<b>COMMUNICATION TECHNO - ALL DEPARTMENTS</b>			<b>\$772.50</b>

## COMPRESSION LEASING

COMPRESSION LEASING	Fire-EMS Operations	Repair of St6 Compressor	\$110.00
<i>COMPRESSION LEASING - Total For Fire-EMS Operations</i>			<i>\$110.00</i>
<b>COMPRESSION LEASING - ALL DEPARTMENTS</b>			<b>\$110.00</b>

## CONOCO - GHOSTOWN

CONOCO - GHOSTOWN	Police Administration	fuel for PD motorcycle	\$14.24
<i>CONOCO - GHOSTOWN - Total For Police Administration</i>			<i>\$14.24</i>
<b>CONOCO - GHOSTOWN - ALL DEPARTMENTS</b>			<b>\$14.24</b>

## CONVERGEONE

CONVERGEONE	Aquatics - Pool	Network Devices for Pool Internet Project	\$2,545.40
<i>CONVERGEONE - Total For Aquatics - Pool</i>			<i>\$2,545.40</i>
<b>CONVERGEONE - ALL DEPARTMENTS</b>			<b>\$2,545.40</b>

## CONVERGEONE INC

CONVERGEONE INC	Capital Projects Fund	Network Cables	\$1,023.00
<i>CONVERGEONE INC - Total For Capital Projects Fund</i>			<i>\$1,023.00</i>
<b>CONVERGEONE INC - ALL DEPARTMENTS</b>			<b>\$1,023.00</b>

## COWBOY SUPPLY HOUSE

COWBOY SUPPLY HOUSE	Hogadon - Operations	SPECIALITY CLEANING,POLISHING & SANITATI	\$170.08
<i>COWBOY SUPPLY HOUSE - Total For Hogadon - Operations</i>			<i>\$170.08</i>
<b>COWBOY SUPPLY HOUSE - ALL DEPARTMENTS</b>			<b>\$170.08</b>

## CPS DISTRIBUTORS

CPS DISTRIBUTORS	Capital Projects Fund	Irrigation Parts for Highland 3	\$1,285.58
CPS DISTRIBUTORS	Capital Projects Fund	Slip fixes	\$45.44

CPS DISTRIBUTORS	Capital Projects Fund	Irrigation Parts for Highland 3	\$1,917.95
CPS DISTRIBUTORS	Capital Projects Fund	Irrigation Parts for Highland 3	\$1,686.59
<i>CPS DISTRIBUTORS - Total For Capital Projects Fund</i>			<i>\$4,935.56</i>
CPS DISTRIBUTORS	Golf - Operations	3" slip fixes and 3" couplers for irrigation repai	\$76.79
CPS DISTRIBUTORS	Golf - Operations	2-2" Slip Fix, quart of primer and glue	\$102.43
<i>CPS DISTRIBUTORS - Total For Golf - Operations</i>			<i>\$179.22</i>
CPS DISTRIBUTORS	Parks - Athletic Maint.	Gasket Lube	\$16.91
CPS DISTRIBUTORS	Parks - Athletic Maint.	Back Pack Sprayers	\$158.62
CPS DISTRIBUTORS	Parks - Athletic Maint.	Marking Paint for edging	\$85.89
CPS DISTRIBUTORS	Parks - Athletic Maint.	Misc. Irr. Fittings	\$66.99
<i>CPS DISTRIBUTORS - Total For Parks - Athletic Maint.</i>			<i>\$328.41</i>
CPS DISTRIBUTORS	Parks - Parks Maint.	Locate Paint	\$42.95
<i>CPS DISTRIBUTORS - Total For Parks - Parks Maint.</i>			<i>\$42.95</i>
CPS DISTRIBUTORS	Weed & Pest Fund	Sprayers	\$185.00
CPS DISTRIBUTORS	Weed & Pest Fund	Supplies	\$65.63
<i>CPS DISTRIBUTORS - Total For Weed &amp; Pest Fund</i>			<i>\$250.63</i>
<b>CPS DISTRIBUTORS - ALL DEPARTMENTS</b>			<b>\$5,736.77</b>

## CPU IIT

CPU IIT	Golf - Operations	Laptop, Dock, 2 Monitors, Printer for Golf Pro	\$1,580.80
CPU IIT	Golf - Operations	Monitor cable for Golf Pro	\$39.95
<i>CPU IIT - Total For Golf - Operations</i>			<i>\$1,620.75</i>
<b>CPU IIT - ALL DEPARTMENTS</b>			<b>\$1,620.75</b>

## CRESCENT ELECTRIC SU

CRESCENT ELECTRIC SU	Buildings & Structures Fund	Lighting ballast for Ice Arena Lobby	\$184.64
<i>CRESCENT ELECTRIC SU - Total For Buildings &amp; Structures Fund</i>			<i>\$184.64</i>
CRESCENT ELECTRIC SU	Capital Projects Fund	Supplies to install replacement compressors at S	\$184.56
<i>CRESCENT ELECTRIC SU - Total For Capital Projects Fund</i>			<i>\$184.56</i>
CRESCENT ELECTRIC SU	WWTP Operations	Breaker	\$87.04
<i>CRESCENT ELECTRIC SU - Total For WWTP Operations</i>			<i>\$87.04</i>
<b>CRESCENT ELECTRIC SU - ALL DEPARTMENTS</b>			<b>\$456.24</b>

## CROWN CONSTRUCTION L

CROWN CONSTRUCTION L	Capital Projects Fund	Center street railing 19-046 retainage release	\$6,347.50
<i>CROWN CONSTRUCTION L - Total For Capital Projects Fund</i>			<i>\$6,347.50</i>
<b>CROWN CONSTRUCTION L - ALL DEPARTMENTS</b>			<b>\$6,347.50</b>

## CRUM ELECTRIC SUPPLY

CRUM ELECTRIC SUPPLY	Buildings & Structures Fund	misc. supplies	\$14.46
CRUM ELECTRIC SUPPLY	Buildings & Structures Fund	Lamp, ballast 185	\$138.92
<i>CRUM ELECTRIC SUPPLY - Total For Buildings &amp; Structures Fund</i>			<i>\$153.38</i>
CRUM ELECTRIC SUPPLY	Capital Projects Fund	Misc. supplies	\$1.74
<i>CRUM ELECTRIC SUPPLY - Total For Capital Projects Fund</i>			<i>\$1.74</i>
CRUM ELECTRIC SUPPLY	Sewer Wastewater Collection	Garage door control parts	\$120.16
<i>CRUM ELECTRIC SUPPLY - Total For Sewer Wastewater Collection</i>			<i>\$120.16</i>
<b>CRUM ELECTRIC SUPPLY - ALL DEPARTMENTS</b>			<b>\$275.28</b>

## CUSTOMINK LLC

CUSTOMINK LLC	Metro Animal Shelter	uniforms	\$232.45
<i>CUSTOMINK LLC - Total For Metro Animal Shelter</i>			<i>\$232.45</i>
<b>CUSTOMINK LLC - ALL DEPARTMENTS</b>			<b>\$232.45</b>

## DANA KEPNER CO.

DANA KEPNER CO.	Regional Water Operations	Well Parts Morad #5	\$88.60
<i>DANA KEPNER CO. - Total For Regional Water Operations</i>			<i>\$88.60</i>
<b>DANA KEPNER CO. - ALL DEPARTMENTS</b>			<b>\$88.60</b>

## DASH MEDICAL GLOVES

DASH MEDICAL GLOVES	Police Administration	gloves for ev tech program	\$479.40
<i>DASH MEDICAL GLOVES - Total For Police Administration</i>			<i>\$479.40</i>
<b>DASH MEDICAL GLOVES - ALL DEPARTMENTS</b>			<b>\$479.40</b>

## DAVIDSON FIXED INCOM



DAVIDSON FIXED INCOM	Weed & Pest Fund	April 2020	\$4,053.47
<i>DAVIDSON FIXED INCOM - Total For Weed &amp; Pest Fund</i>			<i>\$4,053.47</i>
<b>DAVIDSON FIXED INCOM - ALL DEPARTMENTS</b>			<b>\$4,053.47</b>

## DAVIDSON MECHANICAL,

DAVIDSON MECHANICAL,	Buildings & Structures Fund	Plumbing repair parts for Fire Station 1	\$102.27
<i>DAVIDSON MECHANICAL, - Total For Buildings &amp; Structures Fund</i>			<i>\$102.27</i>
<b>DAVIDSON MECHANICAL, - ALL DEPARTMENTS</b>			<b>\$102.27</b>

## DAYS INNS/DAYSTOP

DAYS INNS/DAYSTOP	Police State Grants	emergency room for victim	\$50.00
<i>DAYS INNS/DAYSTOP - Total For Police State Grants</i>			<i>\$50.00</i>
<b>DAYS INNS/DAYSTOP - ALL DEPARTMENTS</b>			<b>\$50.00</b>

## DBC IRRIGATION SUPPL

DBC IRRIGATION SUPPL	Capital Projects Fund	Irrigation Parts for Highland 3	\$1,500.82
DBC IRRIGATION SUPPL	Capital Projects Fund	Irrigation Parts for Highland 3	\$1,370.52
DBC IRRIGATION SUPPL	Capital Projects Fund	Irrigation Parts for Highland 3	\$1,921.91
DBC IRRIGATION SUPPL	Capital Projects Fund	Irrigation PArts for 2nd & Forest	\$137.45
DBC IRRIGATION SUPPL	Capital Projects Fund	Irrigation Parts for Highland Park	\$40.97
DBC IRRIGATION SUPPL	Capital Projects Fund	Irrigation Parts	\$29.39
DBC IRRIGATION SUPPL	Capital Projects Fund	Heads for stock	\$414.47
DBC IRRIGATION SUPPL	Capital Projects Fund	Parts for PV Irrigation Repair	\$52.80
<i>DBC IRRIGATION SUPPL - Total For Capital Projects Fund</i>			<i>\$5,468.33</i>
DBC IRRIGATION SUPPL	Parks - Parks Maint.	Irrigation Parts for Fire 5	\$22.81
DBC IRRIGATION SUPPL	Parks - Parks Maint.	Irrigation parts for Highland 3	\$11.57
DBC IRRIGATION SUPPL	Parks - Parks Maint.	Paint for locates	\$60.07
DBC IRRIGATION SUPPL	Parks - Parks Maint.	Batteries for WVC's	\$16.70
DBC IRRIGATION SUPPL	Parks - Parks Maint.	Irrigation Parts for PV Park	\$42.25
DBC IRRIGATION SUPPL	Parks - Parks Maint.	Irrigation parts for Highland 3	\$8.39
DBC IRRIGATION SUPPL	Parks - Parks Maint.	Irrigation Parts for Highland 3	\$7.10
<i>DBC IRRIGATION SUPPL - Total For Parks - Parks Maint.</i>			<i>\$168.89</i>

**DBC IRRIGATION SUPPL - ALL DEPARTMENTS****\$5,637.22****DECKER AUTO GLASS, I**

DECKER AUTO GLASS, I	Fleet Maintenance Fund	101217 repairs	\$306.11
----------------------	------------------------	----------------	----------

<i>DECKER AUTO GLASS, I - Total For Fleet Maintenance Fund</i>			\$306.11
--	--	--	----------

DECKER AUTO GLASS, I	Rec Center - Operations	ACRYLIC	\$312.00
----------------------	-------------------------	---------	----------

<i>DECKER AUTO GLASS, I - Total For Rec Center - Operations</i>			\$312.00
---	--	--	----------

**DECKER AUTO GLASS, I - ALL DEPARTMENTS****\$618.11****DELL MARKETING LP**

DELL MARKETING LP	Information Services	Teams Audio Conference	\$39.91
-------------------	----------------------	------------------------	---------

<i>DELL MARKETING LP - Total For Information Services</i>			\$39.91
---	--	--	---------

**DELL MARKETING LP - ALL DEPARTMENTS****\$39.91****DELTA 0062422595**

DELTA 0062422595	Police Administration	service fee for ticket change	\$200.00
------------------	-----------------------	-------------------------------	----------

<i>DELTA 0062422595 - Total For Police Administration</i>			\$200.00
---	--	--	----------

**DELTA 0062422595 - ALL DEPARTMENTS****\$200.00****DELTA DENTAL PLAN OF**

DELTA DENTAL PLAN OF	Health Insurance Fund	April 2020 dental claims	\$440.60
----------------------	-----------------------	--------------------------	----------

<i>DELTA DENTAL PLAN OF - Total For Health Insurance Fund</i>			\$440.60
---	--	--	----------

**DELTA DENTAL PLAN OF - ALL DEPARTMENTS****\$440.60****DENNIS SUPPLY CO.**

DENNIS SUPPLY CO.	Buildings & Structures Fund	Liquefied gas	\$110.50
-------------------	-----------------------------	---------------	----------

DENNIS SUPPLY CO.	Buildings & Structures Fund	Garage door repair parts for Traffic Shop	\$5.73
-------------------	-----------------------------	---	--------

<i>DENNIS SUPPLY CO. - Total For Buildings &amp; Structures Fund</i>			\$116.23
--	--	--	----------

DENNIS SUPPLY CO.	Capital Projects Fund	Supplies to install new HVAC compressors at Se	\$37.12
-------------------	-----------------------	--	---------

DENNIS SUPPLY CO.	Capital Projects Fund	Supplies to insulate piping at Lansing Field	\$8.91
-------------------	-----------------------	--	--------

DENNIS SUPPLY CO.	Capital Projects Fund	Misc. supplies	\$69.95
-------------------	-----------------------	----------------	---------

DENNIS SUPPLY CO.	Capital Projects Fund	misc. supplies	\$8.89
-------------------	-----------------------	----------------	--------

<i>DENNIS SUPPLY CO. - Total For Capital Projects Fund</i>			<i>\$124.87</i>
<b>DENNIS SUPPLY CO. - ALL DEPARTMENTS</b>			<b>\$241.10</b>
 <b>DESERT MTN. CORP.</b>			
DESERT MTN. CORP.	Streets	Ice Slicer	\$4,154.72
DESERT MTN. CORP.	Streets	Ice Slicer	\$4,090.74
<i>DESERT MTN. CORP. - Total For Streets</i>			<i>\$8,245.46</i>
<b>DESERT MTN. CORP. - ALL DEPARTMENTS</b>			<b>\$8,245.46</b>
 <b>DIAMOND VOGEL PAINTS</b>			
DIAMOND VOGEL PAINTS	Balefill - Disposal & Landfill	paint, sponge	\$136.92
<i>DIAMOND VOGEL PAINTS - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$136.92</i>
DIAMOND VOGEL PAINTS	Golf - Operations	paint for floors	\$159.49
<i>DIAMOND VOGEL PAINTS - Total For Golf - Operations</i>			<i>\$159.49</i>
<b>DIAMOND VOGEL PAINTS - ALL DEPARTMENTS</b>			<b>\$296.41</b>
 <b>DOG WASTE DEPOT</b>			
DOG WASTE DEPOT	Sewer Stormwater	dog waste bags	\$1,284.91
<i>DOG WASTE DEPOT - Total For Sewer Stormwater</i>			<i>\$1,284.91</i>
<b>DOG WASTE DEPOT - ALL DEPARTMENTS</b>			<b>\$1,284.91</b>
 <b>DOORWAYS OF WYOMING</b>			
DOORWAYS OF WYOMING	Buildings & Structures Fund	Supplies for new Water Distribution Doors/Win	\$112.00
<i>DOORWAYS OF WYOMING - Total For Buildings &amp; Structures Fund</i>			<i>\$112.00</i>
<b>DOORWAYS OF WYOMING - ALL DEPARTMENTS</b>			<b>\$112.00</b>
 <b>DPC INDUSTRIES, INC.</b>			
DPC INDUSTRIES, INC.	Regional Water Operations	NaHypo	\$6,458.87
<i>DPC INDUSTRIES, INC. - Total For Regional Water Operations</i>			<i>\$6,458.87</i>
<b>DPC INDUSTRIES, INC. - ALL DEPARTMENTS</b>			<b>\$6,458.87</b>

## DTV DIRECTV SERVICE

DTV DIRECTV SERVICE	Public Safety Communication	CABLE, SATELLITE & OTHER PAY TV/RADIO SE	\$90.99
<i>DTV DIRECTV SERVICE - Total For Public Safety Communications</i>			<i>\$90.99</i>
<b>DTV DIRECTV SERVICE - ALL DEPARTMENTS</b>			<b>\$90.99</b>

## EMERGENCY MEDICAL DI

EMERGENCY MEDICAL DI	Fire-EMS Administration	Medical Director	\$899.40
<i>EMERGENCY MEDICAL DI - Total For Fire-EMS Administration</i>			<i>\$899.40</i>
<b>EMERGENCY MEDICAL DI - ALL DEPARTMENTS</b>			<b>\$899.40</b>

## EMERGENCY MEDICAL PH

EMERGENCY MEDICAL PH	Police Administration	Legal/Medical	\$222.00
<i>EMERGENCY MEDICAL PH - Total For Police Administration</i>			<i>\$222.00</i>
<b>EMERGENCY MEDICAL PH - ALL DEPARTMENTS</b>			<b>\$222.00</b>

## EMPLOYEE REIMBURSEME

EMPLOYEE REIMBURSEME	Fleet Maintenance Fund	Tool allotment	\$500.00
<i>EMPLOYEE REIMBURSEME - Total For Fleet Maintenance Fund</i>			<i>\$500.00</i>
EMPLOYEE REIMBURSEME	WWTP Operations	Boot Reimbursement	\$141.75
<i>EMPLOYEE REIMBURSEME - Total For WWTP Operations</i>			<i>\$141.75</i>
<b>EMPLOYEE REIMBURSEME - ALL DEPARTMENTS</b>			<b>\$641.75</b>

## ENERGY LABORATORIES

ENERGY LABORATORIES	Hogadon - Operations	Monthly potable water testing	\$22.00
ENERGY LABORATORIES	Hogadon - Operations	Annual Potable water test	\$27.00
<i>ENERGY LABORATORIES - Total For Hogadon - Operations</i>			<i>\$49.00</i>
ENERGY LABORATORIES	Regional Water Operations	Lab Test BCT	\$22.00
ENERGY LABORATORIES	Regional Water Operations	Lab Test TAS	\$231.00
ENERGY LABORATORIES	Regional Water Operations	Lab Test BCT	\$44.00
ENERGY LABORATORIES	Regional Water Operations	Lab Test TAC	\$231.00
ENERGY LABORATORIES	Regional Water Operations	Lab Test	\$22.00
ENERGY LABORATORIES	Regional Water Operations	Lab Test TOC ALK	\$84.00

<i>ENERGY LABORATORIES - Total For Regional Water Operations</i>			<i>\$634.00</i>
ENERGY LABORATORIES	Water Tanks	TESTING	\$27.00
ENERGY LABORATORIES	Water Tanks	TESTING	\$330.00
ENERGY LABORATORIES	Water Tanks	TESTING	\$308.00
ENERGY LABORATORIES	Water Tanks	TESTING	\$27.00
ENERGY LABORATORIES	Water Tanks	TESTING	\$27.00
ENERGY LABORATORIES	Water Tanks	TESTING	\$27.00
ENERGY LABORATORIES	Water Tanks	TESTING	\$66.00
ENERGY LABORATORIES	Water Tanks	TESTING	\$198.00
ENERGY LABORATORIES	Water Tanks	TESTING	\$27.00
ENERGY LABORATORIES	Water Tanks	TESTING	\$308.00
ENERGY LABORATORIES	Water Tanks	TESTING	\$22.00
ENERGY LABORATORIES	Water Tanks	TESTING	\$22.00
<i>ENERGY LABORATORIES - Total For Water Tanks</i>			<i>\$1,389.00</i>
<b>ENERGY LABORATORIES - ALL DEPARTMENTS</b>			<b>\$2,072.00</b>

## ENGINEERING DESIGN A

ENGINEERING DESIGN A	Capital Projects Fund	Design - Metro Kennel HVAC	\$125.00
<i>ENGINEERING DESIGN A - Total For Capital Projects Fund</i>			<i>\$125.00</i>
<b>ENGINEERING DESIGN A - ALL DEPARTMENTS</b>			<b>\$125.00</b>

## ENNIS PAINT, INC.

ENNIS PAINT, INC.	Traffic Control	Final order of Thermo crosswalks	\$1,531.93
ENNIS PAINT, INC.	Traffic Control	Thermoplastic crosswalks	\$1,625.00
<i>ENNIS PAINT, INC. - Total For Traffic Control</i>			<i>\$3,156.93</i>
<b>ENNIS PAINT, INC. - ALL DEPARTMENTS</b>			<b>\$3,156.93</b>

## ENVIRONMENTAL EXPRES

ENVIRONMENTAL EXPRES	WWTP Operations	Lab supplies	\$139.46
<i>ENVIRONMENTAL EXPRES - Total For WWTP Operations</i>			<i>\$139.46</i>
<b>ENVIRONMENTAL EXPRES - ALL DEPARTMENTS</b>			<b>\$139.46</b>

## EUROFINS EATON ANALY

EUROFINS EATON ANALY	Regional Water Operations	Lab Test Bromate	\$200.00
<i>EUROFINS EATON ANALY - Total For Regional Water Operations</i>			<i>\$200.00</i>
<b>EUROFINS EATON ANALY - ALL DEPARTMENTS</b>			<b>\$200.00</b>

## EXPERIAN EXP PAY CC

EXPERIAN EXP PAY CC	Police Administration	pre hire checks	\$138.87
<i>EXPERIAN EXP PAY CC - Total For Police Administration</i>			<i>\$138.87</i>
<b>EXPERIAN EXP PAY CC - ALL DEPARTMENTS</b>			<b>\$138.87</b>

## EXTREME TRUCK INC

EXTREME TRUCK INC	Fire-EMS Prevent & Inspect	Floor Liner	\$232.76
<i>EXTREME TRUCK INC - Total For Fire-EMS Prevent &amp; Inspect</i>			<i>\$232.76</i>
<b>EXTREME TRUCK INC - ALL DEPARTMENTS</b>			<b>\$232.76</b>

## EXXONMOBIL

EXXONMOBIL	Balefill - Disposal & Landfill	THIS IS A DISPUTED CHARGE THAT HAS NOW BE	\$111.09
EXXONMOBIL	Balefill - Disposal & Landfill	THIS IS A DISPUTED CHARGE THAT THE BANK HA	(\$111.09)
<i>EXXONMOBIL - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$0.00</i>
EXXONMOBIL	Fire-EMS Operations	Good 2 Go - Fuel	\$58.58
EXXONMOBIL	Fire-EMS Operations	Fuel	\$32.23
EXXONMOBIL	Fire-EMS Operations	Good 2 Go - Fuel	\$25.81
EXXONMOBIL	Fire-EMS Operations	Fuel	\$27.15
EXXONMOBIL	Fire-EMS Operations	Good 2 Go - Fuel	\$23.00
EXXONMOBIL	Fire-EMS Operations	Fuel	\$12.00
<i>EXXONMOBIL - Total For Fire-EMS Operations</i>			<i>\$178.77</i>
<b>EXXONMOBIL - ALL DEPARTMENTS</b>			<b>\$178.77</b>

## FARMER BROTHERS COFF

FARMER BROTHERS COFF	Ice Arena - Concessions	COFFEE FOR RESALE	\$66.25
<i>FARMER BROTHERS COFF - Total For Ice Arena - Concessions</i>			<i>\$66.25</i>
<b>FARMER BROTHERS COFF - ALL DEPARTMENTS</b>			<b>\$66.25</b>

## FEDEX 92336650

FEDEX 92336650	Police Administration	COURIER SERVICES-AIR OR GROUND,FREIGHT F	\$28.30
----------------	-----------------------	--	---------

<i>FEDEX 92336650 - Total For Police Administration</i>			<i>\$28.30</i>
---	--	--	----------------

<b>FEDEX 92336650 - ALL DEPARTMENTS</b>			<b>\$28.30</b>
---	--	--	----------------

## FEDEX 92684200

FEDEX 92684200	Police Administration	mailing	\$92.84
----------------	-----------------------	---------	---------

<i>FEDEX 92684200 - Total For Police Administration</i>			<i>\$92.84</i>
---	--	--	----------------

<b>FEDEX 92684200 - ALL DEPARTMENTS</b>			<b>\$92.84</b>
---	--	--	----------------

## FEDEX 92684222

FEDEX 92684222	Police Administration	COURIER SERVICES-AIR OR GROUND,FREIGHT F	\$25.26
----------------	-----------------------	--	---------

<i>FEDEX 92684222 - Total For Police Administration</i>			<i>\$25.26</i>
---	--	--	----------------

<b>FEDEX 92684222 - ALL DEPARTMENTS</b>			<b>\$25.26</b>
---	--	--	----------------

## FEDEX 92684860

FEDEX 92684860	Police Administration	mailing	\$44.08
----------------	-----------------------	---------	---------

<i>FEDEX 92684860 - Total For Police Administration</i>			<i>\$44.08</i>
---	--	--	----------------

<b>FEDEX 92684860 - ALL DEPARTMENTS</b>			<b>\$44.08</b>
---	--	--	----------------

## FEDEX 92842538

FEDEX 92842538	Police Administration	mailing	\$15.40
----------------	-----------------------	---------	---------

<i>FEDEX 92842538 - Total For Police Administration</i>			<i>\$15.40</i>
---	--	--	----------------

<b>FEDEX 92842538 - ALL DEPARTMENTS</b>			<b>\$15.40</b>
---	--	--	----------------

## FERGUSON ENTERPRISES

FERGUSON ENTERPRISES	Golf - Operations	6" HDPE pipe repair coupling.	\$458.39
----------------------	-------------------	-------------------------------	----------

<i>FERGUSON ENTERPRISES - Total For Golf - Operations</i>			<i>\$458.39</i>
---	--	--	-----------------

FERGUSON ENTERPRISES	Parks - Parks Maint.	pipe gasket	\$4.40
----------------------	----------------------	-------------	--------

<i>FERGUSON ENTERPRISES - Total For Parks - Parks Maint.</i>			<i>\$4.40</i>
--	--	--	---------------

FERGUSON ENTERPRISES	Regional Water Operations	Ozone valve contactor	\$74.20
----------------------	---------------------------	-----------------------	---------

FERGUSON ENTERPRISES	Regional Water Operations	GW Contact Replace Line	\$254.76
<i>FERGUSON ENTERPRISES - Total For Regional Water Operations</i>			\$328.96
FERGUSON ENTERPRISES	Sewer Wastewater Collection	composite manhole lid	\$245.30
FERGUSON ENTERPRISES	Sewer Wastewater Collection	shipping for composite lid	\$58.00
<i>FERGUSON ENTERPRISES - Total For Sewer Wastewater Collection</i>			\$303.30
FERGUSON ENTERPRISES	Water Distribution	Water line materials, bid items	\$2,173.30
FERGUSON ENTERPRISES	Water Distribution	Epox, epox tee	\$194.25
FERGUSON ENTERPRISES	Water Distribution	2020 CPU MATERIALS PROCUREMENT PROJ. 20-	\$2,034.90
FERGUSON ENTERPRISES	Water Distribution	2020 CPU MATERIALS PROCUREMENT PROJ. 20-	\$16,300.80
<i>FERGUSON ENTERPRISES - Total For Water Distribution</i>			\$20,703.25
FERGUSON ENTERPRISES	WWTP Operations	Clamp	\$271.15
<i>FERGUSON ENTERPRISES - Total For WWTP Operations</i>			\$271.15
<b>FERGUSON ENTERPRISES - ALL DEPARTMENTS</b>			<b>\$22,069.45</b>

## FIRST DATA MERCHANT

FIRST DATA MERCHANT	Hogadon - Admin	March 2020 credit card fees	\$83.40
FIRST DATA MERCHANT	Hogadon - Admin	February 2020 CC fees	\$913.86
<i>FIRST DATA MERCHANT - Total For Hogadon - Admin</i>			\$997.26
FIRST DATA MERCHANT	Metro Animal Shelter	March 2020	\$8.86
<i>FIRST DATA MERCHANT - Total For Metro Animal Shelter</i>			\$8.86
FIRST DATA MERCHANT	Police Administration	March 2020	\$36.64
<i>FIRST DATA MERCHANT - Total For Police Administration</i>			\$36.64
<b>FIRST DATA MERCHANT - ALL DEPARTMENTS</b>			<b>\$1,042.76</b>

## FIRST INTERSTATE BAN

FIRST INTERSTATE BAN	Finance	Service charges March 2020	\$4,907.61
<i>FIRST INTERSTATE BAN - Total For Finance</i>			\$4,907.61
<b>FIRST INTERSTATE BAN - ALL DEPARTMENTS</b>			<b>\$4,907.61</b>

## FIRST VETERINARY SUP

FIRST VETERINARY SUP	Metro Animal Shelter	canine vaccines and feline antibiotics	\$757.26
<i>FIRST VETERINARY SUP - Total For Metro Animal Shelter</i>			\$757.26



**FIRST VETERINARY SUP - ALL DEPARTMENTS****\$757.26****FISHER SCIENTIFIC**

FISHER SCIENTIFIC	WWTP Operations	Lab supplies	\$51.31
FISHER SCIENTIFIC	WWTP Operations	Lab supplies	\$153.30
FISHER SCIENTIFIC	WWTP Operations	Lab supplies	\$61.41
FISHER SCIENTIFIC	WWTP Operations	Lab supplies	\$63.41
FISHER SCIENTIFIC	WWTP Operations	Lab supplies	\$102.62

---

*FISHER SCIENTIFIC - Total For WWTP Operations* \$432.05

**FISHER SCIENTIFIC - ALL DEPARTMENTS****\$432.05****FORTERRA**

FORTERRA	Balefill - Disposal & Landfill	Landfill planters	\$1,534.92
----------	--------------------------------	-------------------	------------

---

*FORTERRA - Total For Balefill - Disposal & Landfill* \$1,534.92

**FORTERRA - ALL DEPARTMENTS****\$1,534.92****FUTURE PRO INC**

FUTURE PRO INC	Capital Projects Fund	Wall padding for CRC gym	\$3,065.00
----------------	-----------------------	--------------------------	------------

---

*FUTURE PRO INC - Total For Capital Projects Fund* \$3,065.00

**FUTURE PRO INC - ALL DEPARTMENTS****\$3,065.00****GALLS**

GALLS	Police Animal Control	uniforms	\$58.19
-------	-----------------------	----------	---------

---

*GALLS - Total For Police Animal Control* \$58.19

**GALLS - ALL DEPARTMENTS****\$58.19****GALLS, INC.**

GALLS, INC.	Police Administration	Galls tac force pant	\$54.00
GALLS, INC.	Police Administration	Evo w side zipper	\$126.00
GALLS, INC.	Police Administration	Ua infil hike	\$198.00

---

*GALLS, INC. - Total For Police Administration* \$378.00

**GALLS, INC. - ALL DEPARTMENTS****\$378.00****GOBLE SAMPSON ASSOC.**

GOBLE SAMPSON ASSOC.	WWTP Operations	Pump tubing	\$475.71
----------------------	-----------------	-------------	----------

<i>GOBLE SAMPSON ASSOC. - Total For WWTP Operations</i>			<i>\$475.71</i>
---	--	--	-----------------

**GOBLE SAMPSON ASSOC. - ALL DEPARTMENTS****\$475.71****GOLDER ASSOCIATES**

GOLDER ASSOCIATES	Balefill - Disposal & Landfill	5 year air emission	\$1,412.50
-------------------	--------------------------------	---------------------	------------

<i>GOLDER ASSOCIATES - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$1,412.50</i>
---	--	--	-------------------

**GOLDER ASSOCIATES - ALL DEPARTMENTS****\$1,412.50****GOLF & SPORT SOLUTIO**

GOLF & SPORT SOLUTIO	Golf - Operations	31.53 Tons USGA Sand and Delivery	\$1,743.61
----------------------	-------------------	-----------------------------------	------------

<i>GOLF &amp; SPORT SOLUTIO - Total For Golf - Operations</i>			<i>\$1,743.61</i>
---	--	--	-------------------

**GOLF & SPORT SOLUTIO - ALL DEPARTMENTS****\$1,743.61****GOLF SAFETY**

GOLF SAFETY	Cemetery	Safety Training	\$95.00
-------------	----------	-----------------	---------

<i>GOLF SAFETY - Total For Cemetery</i>			<i>\$95.00</i>
---	--	--	----------------

GOLF SAFETY	Weed & Pest Fund	Training Videos	\$95.00
-------------	------------------	-----------------	---------

<i>GOLF SAFETY - Total For Weed &amp; Pest Fund</i>			<i>\$95.00</i>
---	--	--	----------------

**GOLF SAFETY - ALL DEPARTMENTS****\$190.00****GRAINGER, INC.**

GRAINGER, INC.	Balefill - Diversion & Special	Pleated air filters	\$228.08
----------------	--------------------------------	---------------------	----------

<i>GRAINGER, INC. - Total For Balefill - Diversion &amp; Special</i>			<i>\$228.08</i>
--	--	--	-----------------

GRAINGER, INC.	Parks - Parks Maint.	Set of files for irrigation crew	\$89.78
----------------	----------------------	----------------------------------	---------

<i>GRAINGER, INC. - Total For Parks - Parks Maint.</i>			<i>\$89.78</i>
--	--	--	----------------

GRAINGER, INC.	Regional Water Operations	Lab Supplies Thermo Probe	\$121.00
----------------	---------------------------	---------------------------	----------

<i>GRAINGER, INC. - Total For Regional Water Operations</i>			<i>\$121.00</i>
---	--	--	-----------------

GRAINGER, INC.	Sewer Wastewater Collection	Indian Paintbrush hour meters	\$41.96
----------------	-----------------------------	-------------------------------	---------

<i>GRAINGER, INC. - Total For Sewer Wastewater Collection</i>			<i>\$41.96</i>
<b>GRAINGER, INC. - ALL DEPARTMENTS</b>			<b>\$480.82</b>
 <b>GRANITE PEAK PUMP</b>			
GRANITE PEAK PUMP	Golf - Operations	Pump system cleaning	\$262.50
<i>GRANITE PEAK PUMP - Total For Golf - Operations</i>			<i>\$262.50</i>
<b>GRANITE PEAK PUMP - ALL DEPARTMENTS</b>			<b>\$262.50</b>
 <b>HACH CO., CORP.</b>			
HACH CO., CORP.	Regional Water Operations	Lab Supplies	\$631.90
HACH CO., CORP.	Regional Water Operations	Lab Supplies	\$2,849.99
<i>HACH CO., CORP. - Total For Regional Water Operations</i>			<i>\$3,481.89</i>
<b>HACH CO., CORP. - ALL DEPARTMENTS</b>			<b>\$3,481.89</b>
 <b>HAJOCA KEENAN SUPP</b>			
HAJOCA KEENAN SUPP	WWTP Operations	Expansion Joint	\$500.00
<i>HAJOCA KEENAN SUPP - Total For WWTP Operations</i>			<i>\$500.00</i>
<b>HAJOCA KEENAN SUPP - ALL DEPARTMENTS</b>			<b>\$500.00</b>
 <b>HDR ENGINEERING, INC</b>			
HDR ENGINEERING, INC	Water Tanks	Water Rights Studies	\$6,355.95
<i>HDR ENGINEERING, INC - Total For Water Tanks</i>			<i>\$6,355.95</i>
HDR ENGINEERING, INC	WWTP Operations	WWTP DIGESTER Boiler 17-068	\$6,947.91
<i>HDR ENGINEERING, INC - Total For WWTP Operations</i>			<i>\$6,947.91</i>
<b>HDR ENGINEERING, INC - ALL DEPARTMENTS</b>			<b>\$13,303.86</b>
 <b>HENSLEY BATTERY&amp;ELEC</b>			
HENSLEY BATTERY&ELEC	WWTP Operations	Batteries	\$368.74
<i>HENSLEY BATTERY&amp;ELEC - Total For WWTP Operations</i>			<i>\$368.74</i>
<b>HENSLEY BATTERY&amp;ELEC - ALL DEPARTMENTS</b>			<b>\$368.74</b>

## HERCULES INDUSTRIES

HERCULES INDUSTRIES	Buildings & Structures Fund	Filters for City Hall HVAC equipment	\$165.48
<i>HERCULES INDUSTRIES - Total For Buildings &amp; Structures Fund</i>			<i>\$165.48</i>
<b>HERCULES INDUSTRIES - ALL DEPARTMENTS</b>			<b>\$165.48</b>

## HITEK COMMUNICATIONS

HITEK COMMUNICATIONS	Balefill - Disposal & Landfill	SCALE HOUSE AIPHONE REPLACEMENT	\$3,236.00
<i>HITEK COMMUNICATIONS - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$3,236.00</i>
<b>HITEK COMMUNICATIONS - ALL DEPARTMENTS</b>			<b>\$3,236.00</b>

## HOMAX OIL SALES, INC

HOMAX OIL SALES, INC	Water Distribution	Fuel	\$3,370.47
<i>HOMAX OIL SALES, INC - Total For Water Distribution</i>			<i>\$3,370.47</i>
<b>HOMAX OIL SALES, INC - ALL DEPARTMENTS</b>			<b>\$3,370.47</b>

## HOMEDEPOT.COM

HOMEDEPOT.COM	Buildings & Structures Fund	Filters for City Hall Break room fridge	\$99.81
<i>HOMEDEPOT.COM - Total For Buildings &amp; Structures Fund</i>			<i>\$99.81</i>
HOMEDEPOT.COM	Refuse - Residential	monitor stand	\$49.99
<i>HOMEDEPOT.COM - Total For Refuse - Residential</i>			<i>\$49.99</i>
<b>HOMEDEPOT.COM - ALL DEPARTMENTS</b>			<b>\$149.80</b>

## HONNEN EQUIPMENT CO.

HONNEN EQUIPMENT CO.	Parks - Parks Maint.	Key for Skid Steer	\$13.29
<i>HONNEN EQUIPMENT CO. - Total For Parks - Parks Maint.</i>			<i>\$13.29</i>
<b>HONNEN EQUIPMENT CO. - ALL DEPARTMENTS</b>			<b>\$13.29</b>

## HOOD'S EQUIPMENT & S

HOOD'S EQUIPMENT & S	WWTP Operations	Weedeater parts	\$112.45
<i>HOOD'S EQUIPMENT &amp; S - Total For WWTP Operations</i>			<i>\$112.45</i>

**HOOD'S EQUIPMENT & S - ALL DEPARTMENTS****\$112.45****HOSE & RUBBER SUPPLY**

HOSE & RUBBER SUPPLY	Refuse - Residential	HOSE FOR TRUCK BARN	\$48.35
<i>HOSE &amp; RUBBER SUPPLY - Total For Refuse - Residential</i>			\$48.35
HOSE & RUBBER SUPPLY	Traffic Control	Purchase of Band - it material	\$120.82
<i>HOSE &amp; RUBBER SUPPLY - Total For Traffic Control</i>			\$120.82
HOSE & RUBBER SUPPLY	Water Distribution	660256 pressure gauges	\$47.94
<i>HOSE &amp; RUBBER SUPPLY - Total For Water Distribution</i>			\$47.94
HOSE & RUBBER SUPPLY	WWTP Operations	Camlock fitting	\$24.64
<i>HOSE &amp; RUBBER SUPPLY - Total For WWTP Operations</i>			\$24.64

**HOSE & RUBBER SUPPLY - ALL DEPARTMENTS****\$241.75****HOTSY EQUIPMENT OF W**

HOTSY EQUIPMENT OF W	Metro Animal Shelter	repair powerwasher	\$210.00
<i>HOTSY EQUIPMENT OF W - Total For Metro Animal Shelter</i>			\$210.00

**HOTSY EQUIPMENT OF W - ALL DEPARTMENTS****\$210.00****HOWARD SUPPLY COMPAN**

HOWARD SUPPLY COMPAN	Balefill - Disposal & Landfill	materials for portable fencing	\$254.88
<i>HOWARD SUPPLY COMPAN - Total For Balefill - Disposal &amp; Landfill</i>			\$254.88

**HOWARD SUPPLY COMPAN - ALL DEPARTMENTS****\$254.88****HUNTER INDUSTRIAL CO**

HUNTER INDUSTRIAL CO	Hogadon - Operations	Miscellaneous Item	\$2,972.42
<i>HUNTER INDUSTRIAL CO - Total For Hogadon - Operations</i>			\$2,972.42

**HUNTER INDUSTRIAL CO - ALL DEPARTMENTS****\$2,972.42****HYDRAFLO INC**

HYDRAFLO INC	Water Distribution	HYDRANT PARTS	\$354.72
<i>HYDRAFLO INC - Total For Water Distribution</i>			\$354.72

**HYDRAFLO INC - ALL DEPARTMENTS****\$354.72****IHEALTH LABS INC**

IHEALTH LABS INC	Metro Animal Shelter	iHealth Thermometers	\$112.36
------------------	----------------------	----------------------	----------

<i>IHEALTH LABS INC - Total For Metro Animal Shelter</i>			<i>\$112.36</i>
--	--	--	-----------------

**IHEALTH LABS INC - ALL DEPARTMENTS****\$112.36****IMLSS COLORADO**

IMLSS COLORADO	Buildings & Structures Fund	Door hardware for new Waste Water Doors	\$640.50
----------------	-----------------------------	---	----------

<i>IMLSS COLORADO - Total For Buildings &amp; Structures Fund</i>			<i>\$640.50</i>
---	--	--	-----------------

IMLSS COLORADO	Property Insurance Fund	Vandalism door repairs at Washington Baseball	\$272.40
----------------	-------------------------	---	----------

<i>IMLSS COLORADO - Total For Property Insurance Fund</i>			<i>\$272.40</i>
---	--	--	-----------------

**IMLSS COLORADO - ALL DEPARTMENTS****\$912.90****INBERG-MILLER ENGINE**

INBERG-MILLER ENGINE	Water Distribution	Compaction testing	\$476.00
----------------------	--------------------	--------------------	----------

INBERG-MILLER ENGINE	Water Distribution	Compaction testing	\$157.00
----------------------	--------------------	--------------------	----------

<i>INBERG-MILLER ENGINE - Total For Water Distribution</i>			<i>\$633.00</i>
--	--	--	-----------------

**INBERG-MILLER ENGINE - ALL DEPARTMENTS****\$633.00****INDUSTRIAL SCREEN &**

INDUSTRIAL SCREEN &	Refuse - Commercial	Blade shoes	\$1,822.47
---------------------	---------------------	-------------	------------

<i>INDUSTRIAL SCREEN &amp; - Total For Refuse - Commercial</i>			<i>\$1,822.47</i>
--	--	--	-------------------

**INDUSTRIAL SCREEN & - ALL DEPARTMENTS****\$1,822.47****INTERMOUNTAIN MOTOR**

INTERMOUNTAIN MOTOR	Regional Water Operations	Dewatering Pump Rebuild	\$1,000.00
---------------------	---------------------------	-------------------------	------------

<i>INTERMOUNTAIN MOTOR - Total For Regional Water Operations</i>			<i>\$1,000.00</i>
--	--	--	-------------------

INTERMOUNTAIN MOTOR	RWS - Booster Stations	Pioneer Booster Motor Repair	\$1,638.44
---------------------	------------------------	------------------------------	------------

INTERMOUNTAIN MOTOR	RWS - Booster Stations	Pioneer Booster Motor Repair Mark Anderson	\$814.51
---------------------	------------------------	--	----------

<i>INTERMOUNTAIN MOTOR - Total For RWS - Booster Stations</i>			<i>\$2,452.95</i>
---	--	--	-------------------

INTERMOUNTAIN MOTOR	WWTP Operations	Bearings	\$835.14
---------------------	-----------------	----------	----------

INTERMOUNTAIN MOTOR - Total For WWTP Operations \$835.14

**INTERMOUNTAIN MOTOR - ALL DEPARTMENTS \$4,288.09**

## INTUIT, INC.

INTUIT, INC.	Balefill - Disposal & Landfill	STEEL DECK PLATING FOR CAT WALKS AT BALER	\$1,085.00
INTUIT, INC.	Balefill - Disposal & Landfill	BALER BLDG STAIR CASE, CLEAN, STRIP AND PAI	\$1,000.00
INTUIT, INC.	Balefill - Disposal & Landfill	BALER BUILDING BATHROOM AND STAIRWELL	\$612.00
INTUIT, INC.	Balefill - Disposal & Landfill	CROSLEY CLEANING MAINTENANCE AND REPAIR	\$1,050.00

*INTUIT, INC. - Total For Balefill - Disposal & Landfill* \$3,747.00

INTUIT, INC.	Cemetery	MISCELLANEOUS PERSONAL SERVICES	\$228.00
--------------	----------	---------------------------------	----------

*INTUIT, INC. - Total For Cemetery* \$228.00

INTUIT, INC.	Fire-EMS Operations	Repair on the stove at St 2	\$1,572.25
--------------	---------------------	-----------------------------	------------

*INTUIT, INC. - Total For Fire-EMS Operations* \$1,572.25

INTUIT, INC.	Information Services	SCHOOLS AND EDUCATIONAL SERVICES NOT ELS	\$950.00
--------------	----------------------	--	----------

*INTUIT, INC. - Total For Information Services* \$950.00

INTUIT, INC.	Police Administration	renew IA Pro and Blue Team maintenance agree	\$477.54
--------------	-----------------------	--	----------

INTUIT, INC.	Police Administration	pre hire testing	\$150.00
--------------	-----------------------	------------------	----------

INTUIT, INC.	Police Administration	maint agree renew openfox	\$45.00
--------------	-----------------------	---------------------------	---------

INTUIT, INC.	Police Administration	replacement decals for units 210 & 253	\$20.00
--------------	-----------------------	--	---------

INTUIT, INC.	Police Administration	accessories for motorcycles	\$308.00
--------------	-----------------------	-----------------------------	----------

*INTUIT, INC. - Total For Police Administration* \$1,000.54

INTUIT, INC.	Police State Grants	On Line Web Service US, Inc	\$468.00
--------------	---------------------	-----------------------------	----------

*INTUIT, INC. - Total For Police State Grants* \$468.00

INTUIT, INC.	Sewer Wastewater Collection	pathogen defense system chemical	\$1,028.00
--------------	-----------------------------	----------------------------------	------------

INTUIT, INC.	Sewer Wastewater Collection	CCTV air leak repair	\$792.00
--------------	-----------------------------	----------------------	----------

*INTUIT, INC. - Total For Sewer Wastewater Collection* \$1,820.00

**INTUIT, INC. - ALL DEPARTMENTS \$9,785.79**

## ITC ELECTRICAL TECHN

ITC ELECTRICAL TECHN	Regional Water Operations	Water unwire pump	\$137.85
----------------------	---------------------------	-------------------	----------

*ITC ELECTRICAL TECHN - Total For Regional Water Operations* \$137.85

**ITC ELECTRICAL TECHN - ALL DEPARTMENTS \$137.85**

## ITRON

ITRON	Meter Services	Software maintenance for water	\$822.61
<i>ITRON - Total For Meter Services</i>			<i>\$822.61</i>
<b>ITRON - ALL DEPARTMENTS</b>			<b>\$822.61</b>

## JACK'S TRUCK & EQUIP

JACK'S TRUCK & EQUIP	Refuse - Commercial	Mirror	\$12.06
<i>JACK'S TRUCK &amp; EQUIP - Total For Refuse - Commercial</i>			<i>\$12.06</i>
<b>JACK'S TRUCK &amp; EQUIP - ALL DEPARTMENTS</b>			<b>\$12.06</b>

## KNIFE RIVER/JTL

KNIFE RIVER/JTL	Balefill - Disposal & Landfill	Cover materials	\$946.22
KNIFE RIVER/JTL	Balefill - Disposal & Landfill	Cover materials	\$500.17
KNIFE RIVER/JTL	Balefill - Disposal & Landfill	Ldf materials	\$935.66
KNIFE RIVER/JTL	Balefill - Disposal & Landfill	Ldf materials	\$1,449.91
KNIFE RIVER/JTL	Balefill - Disposal & Landfill	LDF Material	\$1,057.54
KNIFE RIVER/JTL	Balefill - Disposal & Landfill	Cover materials	\$1,579.27
<i>KNIFE RIVER/JTL - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$6,468.77</i>
KNIFE RIVER/JTL	Streets	2nd and washington concrete	\$1,078.03
KNIFE RIVER/JTL	Streets	2nd and washington	\$1,911.50
KNIFE RIVER/JTL	Streets	3/8 plant mix	\$415.48
KNIFE RIVER/JTL	Streets	3/8 Plant mix	\$272.68
KNIFE RIVER/JTL	Streets	Concrete	\$361.30
KNIFE RIVER/JTL	Streets	3/8 plant mix	\$404.60
<i>KNIFE RIVER/JTL - Total For Streets</i>			<i>\$4,443.59</i>
<b>KNIFE RIVER/JTL - ALL DEPARTMENTS</b>			<b>\$10,912.36</b>

## KUBWATER RESOURCES,

KUBWATER RESOURCES,	WWTP Operations	Polymer for dewatering	\$5,618.85
<i>KUBWATER RESOURCES, - Total For WWTP Operations</i>			<i>\$5,618.85</i>
<b>KUBWATER RESOURCES, - ALL DEPARTMENTS</b>			<b>\$5,618.85</b>



## LISA'S SPIC N SPAN

LISA'S SPIC N SPAN	Balefill - Disposal & Landfill	Disinfect, clean rags	\$35.00
LISA'S SPIC N SPAN	Balefill - Disposal & Landfill	Cleaning	\$315.00
<i>LISA'S SPIC N SPAN - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$350.00</i>
LISA'S SPIC N SPAN	City Council	Disinfect, clean rags	\$395.00
LISA'S SPIC N SPAN	City Council	Cleaning	\$395.00
<i>LISA'S SPIC N SPAN - Total For City Council</i>			<i>\$790.00</i>
<b>LISA'S SPIC N SPAN - ALL DEPARTMENTS</b>			<b>\$1,140.00</b>

## LITTLE CAESARS

LITTLE CAESARS	Public Safety Communication	pizza delivered, credit forthcoming	\$25.16
<i>LITTLE CAESARS - Total For Public Safety Communications</i>			<i>\$25.16</i>
<b>LITTLE CAESARS - ALL DEPARTMENTS</b>			<b>\$25.16</b>

## LOAF N JUG #0106

LOAF N JUG #0106	Fire-EMS Operations	Fuel	\$12.51
<i>LOAF N JUG #0106 - Total For Fire-EMS Operations</i>			<i>\$12.51</i>
<b>LOAF N JUG #0106 - ALL DEPARTMENTS</b>			<b>\$12.51</b>

## LONG BUILDING TECHNO

LONG BUILDING TECHNO	Buildings & Structures Fund	Mo heat senior center	\$236.00
LONG BUILDING TECHNO	Buildings & Structures Fund	compressor daikin vrv system	\$9,771.00
<i>LONG BUILDING TECHNO - Total For Buildings &amp; Structures Fund</i>			<i>\$10,007.00</i>
LONG BUILDING TECHNO	Regional Water Operations	Repair baler after outage	\$112.10
<i>LONG BUILDING TECHNO - Total For Regional Water Operations</i>			<i>\$112.10</i>
<b>LONG BUILDING TECHNO - ALL DEPARTMENTS</b>			<b>\$10,119.10</b>

## LOUS GLOVES INC

LOUS GLOVES INC	WWTP Operations	Lab supplies	\$166.00
<i>LOUS GLOVES INC - Total For WWTP Operations</i>			<i>\$166.00</i>
<b>LOUS GLOVES INC - ALL DEPARTMENTS</b>			<b>\$166.00</b>

## MCMURRY READY MIX CO

MCMURRY READY MIX CO	Water Distribution	Columbine and daffodil, paradise valley	\$172.50
MCMURRY READY MIX CO	Water Distribution	17th and Newport	\$291.25

*MCMURRY READY MIX CO - Total For Water Distribution* \$463.75

**MCMURRY READY MIX CO - ALL DEPARTMENTS \$463.75**

## MEDICAL PRIORITY CON

MEDICAL PRIORITY CON	Public Safety Communication	College of Emergency dispatch renewal	\$1,335.00
----------------------	-----------------------------	---------------------------------------	------------

*MEDICAL PRIORITY CON - Total For Public Safety Communications* \$1,335.00

**MEDICAL PRIORITY CON - ALL DEPARTMENTS \$1,335.00**

## MENARDS CASPER WY

MENARDS CASPER WY	Balefill - Disposal & Landfill	PLANTS FOR SCALE HOUSE	\$15.74
-------------------	--------------------------------	------------------------	---------

MENARDS CASPER WY	Balefill - Disposal & Landfill	FLOWER FOR SCALE HOUSE	\$7.87
-------------------	--------------------------------	------------------------	--------

MENARDS CASPER WY	Balefill - Disposal & Landfill	Supplies for Miller House Remodel	\$46.28
-------------------	--------------------------------	-----------------------------------	---------

*MENARDS CASPER WY - Total For Balefill - Disposal & Landfill* \$69.89

MENARDS CASPER WY	Fire-EMS Operations	Material for items on Brush 2	\$94.04
-------------------	---------------------	-------------------------------	---------

MENARDS CASPER WY	Fire-EMS Operations	2x4 Birch for Brush2	\$17.99
-------------------	---------------------	----------------------	---------

MENARDS CASPER WY	Fire-EMS Operations	Station Supplies	\$47.01
-------------------	---------------------	------------------	---------

*MENARDS CASPER WY - Total For Fire-EMS Operations* \$159.04

MENARDS CASPER WY	Parks - Parks Maint.	Safety Vests	\$120.87
-------------------	----------------------	--------------	----------

*MENARDS CASPER WY - Total For Parks - Parks Maint.* \$120.87

MENARDS CASPER WY	Traffic Control	Water can for cooling sign posts after heating th	\$12.99
-------------------	-----------------	---	---------

*MENARDS CASPER WY - Total For Traffic Control* \$12.99

MENARDS CASPER WY	Water Distribution	Parts to repair truck plug-ins	\$13.99
-------------------	--------------------	--------------------------------	---------

*MENARDS CASPER WY - Total For Water Distribution* \$13.99

MENARDS CASPER WY	Water Tanks	Supplies for Water Distribution Windblocks/Doo	\$28.68
-------------------	-------------	--	---------

*MENARDS CASPER WY - Total For Water Tanks* \$28.68

**MENARDS CASPER WY - ALL DEPARTMENTS \$405.46**

## MERCER HOUSE, INC.

MERCER HOUSE, INC.	Capital Projects Fund	1%#16 Funding Mercer Family Re	\$8,001.38
--------------------	-----------------------	--------------------------------	------------

*MERCER HOUSE, INC. - Total For Capital Projects Fund* \$8,001.38

**MERCER HOUSE, INC. - ALL DEPARTMENTS****\$8,001.38****MICHAELS FENCE & SUP**

MICHAELS FENCE & SUP	Balefill - Disposal & Landfill	Gate roller	\$111.73
----------------------	--------------------------------	-------------	----------

<i>MICHAELS FENCE &amp; SUP - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$111.73</i>
--	--	--	-----------------

**MICHAELS FENCE & SUP - ALL DEPARTMENTS****\$111.73****MICHAELSFENCE&SUPPLY**

MICHAELSFENCE&SUPPLY	Parks - Parks Maint.	Fencing parts for Lake McKenzie Dog Park and E	\$24.84
----------------------	----------------------	--	---------

<i>MICHAELSFENCE&amp;SUPPLY - Total For Parks - Parks Maint.</i>			<i>\$24.84</i>
--	--	--	----------------

**MICHAELSFENCE&SUPPLY - ALL DEPARTMENTS****\$24.84****MIDLAND IMPLEMENT, I**

MIDLAND IMPLEMENT, I	Golf - Operations	Magnum Ball Range Picker	\$3,440.00
----------------------	-------------------	--------------------------	------------

MIDLAND IMPLEMENT, I	Golf - Operations	3-11/2" bodies , pilot valve	\$357.98
----------------------	-------------------	------------------------------	----------

<i>MIDLAND IMPLEMENT, I - Total For Golf - Operations</i>			<i>\$3,797.98</i>
---	--	--	-------------------

**MIDLAND IMPLEMENT, I - ALL DEPARTMENTS****\$3,797.98****MOBILE CONCRETE, INC**

MOBILE CONCRETE, INC	Water Distribution	Concrete	\$147.50
----------------------	--------------------	----------	----------

<i>MOBILE CONCRETE, INC - Total For Water Distribution</i>			<i>\$147.50</i>
--	--	--	-----------------

**MOBILE CONCRETE, INC - ALL DEPARTMENTS****\$147.50****Monson**

Monson	Buildings & Structures Fund	Custodial Maintenance April 20	\$4,844.81
--------	-----------------------------	--------------------------------	------------

<i>Monson - Total For Buildings &amp; Structures Fund</i>			<i>\$4,844.81</i>
---	--	--	-------------------

**Monson - ALL DEPARTMENTS****\$4,844.81****MOTHER SETON HOUSING**

MOTHER SETON HOUSING	Capital Projects Fund	1%#16 One Cent Funding Mother	\$3,025.00
----------------------	-----------------------	-------------------------------	------------

<i>MOTHER SETON HOUSING - Total For Capital Projects Fund</i>			<i>\$3,025.00</i>
---	--	--	-------------------

**MOTHER SETON HOUSING - ALL DEPARTMENTS** **\$3,025.00**

**MOTION INDUSTRIES OF**

MOTION INDUSTRIES OF      WWTP Operations      DAFT chain      \$1,480.48

*MOTION INDUSTRIES OF - Total For WWTP Operations*      \$1,480.48

**MOTION INDUSTRIES OF - ALL DEPARTMENTS** **\$1,480.48**

**MOTOROLA SOLUTIONS**

MOTOROLA SOLUTIONS      Public Safety Communication Astro support      \$3,954.33

*MOTOROLA SOLUTIONS - Total For Public Safety Communications*      \$3,954.33

**MOTOROLA SOLUTIONS - ALL DEPARTMENTS** **\$3,954.33**

**MOUNTAIN STATES**

MOUNTAIN STATES      Police Administration      Business Cards      \$244.96

*MOUNTAIN STATES - Total For Police Administration*      \$244.96

**MOUNTAIN STATES - ALL DEPARTMENTS** **\$244.96**

**MOUNTAIN STATES LITH**

MOUNTAIN STATES LITH      Metro Animal Shelter      bleach      \$225.40

MOUNTAIN STATES LITH      Metro Animal Shelter      Bleach      \$335.60

MOUNTAIN STATES LITH      Metro Animal Shelter      bleach      \$167.80

*MOUNTAIN STATES LITH - Total For Metro Animal Shelter*      \$728.80

**MOUNTAIN STATES LITH - ALL DEPARTMENTS** **\$728.80**

**MOUNTAIN WEST TELEPH**

MOUNTAIN WEST TELEPH      Golf - Operations      Internet for 19th hole      \$49.95

*MOUNTAIN WEST TELEPH - Total For Golf - Operations*      \$49.95

MOUNTAIN WEST TELEPH      Public Safety Communication e911 acct. 0000001368      \$503.74

*MOUNTAIN WEST TELEPH - Total For Public Safety Communications*      \$503.74

**MOUNTAIN WEST TELEPH - ALL DEPARTMENTS** **\$553.69**

## MUNICIPAL CODE CORP.

MUNICIPAL CODE CORP.	City Council	Supplement no 74	\$259.42
MUNICIPAL CODE CORP.	City Council	Supplement no 74	\$37.07
<i>MUNICIPAL CODE CORP. - Total For City Council</i>			\$296.49
MUNICIPAL CODE CORP.	Engineering	Supplement no 74	\$37.06
<i>MUNICIPAL CODE CORP. - Total For Engineering</i>			\$37.06
MUNICIPAL CODE CORP.	Planning	Supplement no 74	\$37.06
<i>MUNICIPAL CODE CORP. - Total For Planning</i>			\$37.06
MUNICIPAL CODE CORP.	Police Administration	Supplement no 74	\$37.06
<i>MUNICIPAL CODE CORP. - Total For Police Administration</i>			\$37.06
MUNICIPAL CODE CORP.	Refuse - Residential	Supplement no 74	\$37.06
<i>MUNICIPAL CODE CORP. - Total For Refuse - Residential</i>			\$37.06
<b>MUNICIPAL CODE CORP. - ALL DEPARTMENTS</b>			<b>\$444.73</b>

## MUNICIPAL TREATMENT

MUNICIPAL TREATMENT	Water Tanks	2 PAX WATER STORAGE TANK MIXERS	\$56,280.00
<i>MUNICIPAL TREATMENT - Total For Water Tanks</i>			\$56,280.00
<b>MUNICIPAL TREATMENT - ALL DEPARTMENTS</b>			<b>\$56,280.00</b>

## MURDOCH'S RANCH&HOME

MURDOCH'S RANCH&HOM	Golf - Operations	Air compressor golf shop and supplies	\$696.45
<i>MURDOCH'S RANCH&amp;HOME - Total For Golf - Operations</i>			\$696.45
<b>MURDOCH'S RANCH&amp;HOME - ALL DEPARTMENTS</b>			<b>\$696.45</b>

## NAPA AUTO PARTS CORP

NAPA AUTO PARTS CORP	Regional Water Operations	Belts for HVAC system	\$120.60
<i>NAPA AUTO PARTS CORP - Total For Regional Water Operations</i>			\$120.60
NAPA AUTO PARTS CORP	Water Distribution	HOOD CATCHES FOR UNIT 660276	\$16.70
<i>NAPA AUTO PARTS CORP - Total For Water Distribution</i>			\$16.70
NAPA AUTO PARTS CORP	WWTP Regional Interceptors	Credit	(\$6.11)
NAPA AUTO PARTS CORP	WWTP Regional Interceptors	filters	\$20.55
<i>NAPA AUTO PARTS CORP - Total For WWTP Regional Interceptors</i>			\$14.44

**NAPA AUTO PARTS CORP - ALL DEPARTMENTS****\$151.74****NATRONA COUNTY OFFIC**

NATRONA COUNTY OFFIC	Police Administration	April 2020 Prisoner housing	\$79,248.24
----------------------	-----------------------	-----------------------------	-------------

<i>NATRONA COUNTY OFFIC - Total For Police Administration</i>			\$79,248.24
---	--	--	-------------

**NATRONA COUNTY OFFIC - ALL DEPARTMENTS****\$79,248.24****NENA**

NENA	Public Safety Communication	NENA 911 training	\$558.00
------	-----------------------------	-------------------	----------

NENA	Public Safety Communication	NENA Training	\$142.00
------	-----------------------------	---------------	----------

<i>NENA - Total For Public Safety Communications</i>			\$700.00
--	--	--	----------

**NENA - ALL DEPARTMENTS****\$700.00****NICOLAYSEN ART MUSEU**

NICOLAYSEN ART MUSEU	Capital Projects Fund	1% #16 Funding Nicolaysen Art	\$16,901.29
----------------------	-----------------------	-------------------------------	-------------

<i>NICOLAYSEN ART MUSEU - Total For Capital Projects Fund</i>			\$16,901.29
---	--	--	-------------

**NICOLAYSEN ART MUSEU - ALL DEPARTMENTS****\$16,901.29****NOLAND FEED**

NOLAND FEED	Metro Animal Shelter	animal food	\$437.00
-------------	----------------------	-------------	----------

<i>NOLAND FEED - Total For Metro Animal Shelter</i>			\$437.00
---	--	--	----------

**NOLAND FEED - ALL DEPARTMENTS****\$437.00****NORCO, INC.**

NORCO, INC.	Aquatics - Pool	Stainless Steal Polish and Green Scrub Pads	\$34.13
-------------	-----------------	---	---------

<i>NORCO, INC. - Total For Aquatics - Pool</i>			\$34.13
--	--	--	---------

NORCO, INC.	Buildings & Structures Fund	returns	(\$105.78)
-------------	-----------------------------	---------	------------

NORCO, INC.	Buildings & Structures Fund	Soap	\$501.02
-------------	-----------------------------	------	----------

NORCO, INC.	Buildings & Structures Fund	Return of supplies for pump station doors and	(\$74.49)
-------------	-----------------------------	---	-----------

NORCO, INC.	Buildings & Structures Fund	COVID 19 approved disinfectant for City Hall	\$36.94
-------------	-----------------------------	--	---------

NORCO, INC.	Buildings & Structures Fund	Bathroom supplies	\$103.34
-------------	-----------------------------	-------------------	----------

<i>NORCO, INC. - Total For Buildings &amp; Structures Fund</i>			\$461.03
--	--	--	----------

NORCO, INC.	Capital Projects Fund	Nitrogen	\$21.74
<i>NORCO, INC. - Total For Capital Projects Fund</i>			<i>\$21.74</i>
NORCO, INC.	Cemetery	NORCO CLEANING SUPPLIES CEMETERY BUILDI	\$49.29
NORCO, INC.	Cemetery	safety winter jackets x 4	\$71.79
NORCO, INC.	Cemetery	NORCO OFFICE CLEANING SUPPLIES CEMETERY	\$192.55
<i>NORCO, INC. - Total For Cemetery</i>			<i>\$313.63</i>
NORCO, INC.	Metro Animal Shelter	LAB/MEDICAL/DENTAL/OPHTHALMIC HOSPITAL	\$292.54
<i>NORCO, INC. - Total For Metro Animal Shelter</i>			<i>\$292.54</i>
NORCO, INC.	Rec Center - Operations	LAB/MEDICAL/DENTAL/OPHTHALMIC HOSPITAL	\$53.22
<i>NORCO, INC. - Total For Rec Center - Operations</i>			<i>\$53.22</i>
NORCO, INC.	WWTP Operations	Work Gloves	\$108.64
<i>NORCO, INC. - Total For WWTP Operations</i>			<i>\$108.64</i>
<b>NORCO, INC. - ALL DEPARTMENTS</b>			<b>\$1,284.93</b>

## NORTHSHORE.COM

NORTHSHORE.COM	Fire-EMS Operations	Helmets	\$123.88
<i>NORTHSHORE.COM - Total For Fire-EMS Operations</i>			<i>\$123.88</i>
<b>NORTHSHORE.COM - ALL DEPARTMENTS</b>			<b>\$123.88</b>

## OLSON AUTOBODY & COL

OLSON AUTOBODY & COL	Fleet Maintenance Fund	claim 2542 070994 repairs	\$994.38
OLSON AUTOBODY & COL	Fleet Maintenance Fund	660244 Repairs	\$1,559.93
<i>OLSON AUTOBODY &amp; COL - Total For Fleet Maintenance Fund</i>			<i>\$2,554.31</i>
<b>OLSON AUTOBODY &amp; COL - ALL DEPARTMENTS</b>			<b>\$2,554.31</b>

## ONE CALL OF WY.

ONE CALL OF WY.	Traffic Control	April tickets	\$228.75
<i>ONE CALL OF WY. - Total For Traffic Control</i>			<i>\$228.75</i>
<b>ONE CALL OF WY. - ALL DEPARTMENTS</b>			<b>\$228.75</b>

## O'REILLY AUTO PARTS

O'REILLY AUTO PARTS	Police Administration	wrap it tape	\$8.99
O'REILLY AUTO PARTS	Police Administration	trunk cover	\$69.99

<i>O'REILLY AUTO PARTS - Total For Police Administration</i>			<i>\$78.98</i>
O'REILLY AUTO PARTS	WWTP Operations	Fix-a-flat	\$25.49
<i>O'REILLY AUTO PARTS - Total For WWTP Operations</i>			<i>\$25.49</i>
<b>O'REILLY AUTO PARTS - ALL DEPARTMENTS</b>			<b>\$104.47</b>

## OVERHEAD DOOR CO

OVERHEAD DOOR CO	Buildings & Structures Fund	Stat #5 emergency	\$300.00
OVERHEAD DOOR CO	Buildings & Structures Fund	door repair	\$180.00
OVERHEAD DOOR CO	Buildings & Structures Fund	Station 1 repairs	\$2,787.00
<i>OVERHEAD DOOR CO - Total For Buildings &amp; Structures Fund</i>			<i>\$3,267.00</i>
<b>OVERHEAD DOOR CO - ALL DEPARTMENTS</b>			<b>\$3,267.00</b>

## P & W GOLF SUPPLY LL

P & W GOLF SUPPLY LL	Golf - Operations	Range ball washer	\$2,389.99
<i>P &amp; W GOLF SUPPLY LL - Total For Golf - Operations</i>			<i>\$2,389.99</i>
<b>P &amp; W GOLF SUPPLY LL - ALL DEPARTMENTS</b>			<b>\$2,389.99</b>

## PACE ANALYTICAL SERV

PACE ANALYTICAL SERV	WWTP Pretreatment	TESTING	\$704.00
<i>PACE ANALYTICAL SERV - Total For WWTP Pretreatment</i>			<i>\$704.00</i>
<b>PACE ANALYTICAL SERV - ALL DEPARTMENTS</b>			<b>\$704.00</b>

## PARTSMASTER

PARTSMASTER	Fleet Maintenance Fund	partswasher	\$375.00
PARTSMASTER	Fleet Maintenance Fund	Partswasher	\$525.00
<i>PARTSMASTER - Total For Fleet Maintenance Fund</i>			<i>\$900.00</i>
<b>PARTSMASTER - ALL DEPARTMENTS</b>			<b>\$900.00</b>

## PAYPAL LAWENFORCES

PAYPAL LAWENFORCES	Police Administration	Radar Lidar student manuals	\$394.25
<i>PAYPAL LAWENFORCES - Total For Police Administration</i>			<i>\$394.25</i>



**PAYPAL LAWENFORCES - ALL DEPARTMENTS****\$394.25****PHR WyomingCardio**

PHR WyomingCardio	Fire-EMS Training	Mark Graff Physical	\$908.00
-------------------	-------------------	---------------------	----------

<i>PHR WyomingCardio - Total For Fire-EMS Training</i>			<i>\$908.00</i>
--	--	--	-----------------

PHR WyomingCardio	Police Administration	physical for bomb tech	\$1,447.00
-------------------	-----------------------	------------------------	------------

PHR WyomingCardio	Police Administration	bomb tech physical	\$492.00
-------------------	-----------------------	--------------------	----------

<i>PHR WyomingCardio - Total For Police Administration</i>			<i>\$1,939.00</i>
--	--	--	-------------------

**PHR WyomingCardio - ALL DEPARTMENTS****\$2,847.00****PIZZA RANCH CASPER**

PIZZA RANCH CASPER	Police Administration	panel lunch	\$101.23
--------------------	-----------------------	-------------	----------

<i>PIZZA RANCH CASPER - Total For Police Administration</i>			<i>\$101.23</i>
---	--	--	-----------------

**PIZZA RANCH CASPER - ALL DEPARTMENTS****\$101.23****PLATTE RIVER PARKWAY**

PLATTE RIVER PARKWAY	Capital Projects Fund	Platte River Trails Trust	\$19,283.84
----------------------	-----------------------	---------------------------	-------------

<i>PLATTE RIVER PARKWAY - Total For Capital Projects Fund</i>			<i>\$19,283.84</i>
---	--	--	--------------------

**PLATTE RIVER PARKWAY - ALL DEPARTMENTS****\$19,283.84****POSITIVE PROMOTIONS**

POSITIVE PROMOTIONS	Public Safety Communication	Dispatcher Week items	\$460.72
---------------------	-----------------------------	-----------------------	----------

<i>POSITIVE PROMOTIONS - Total For Public Safety Communications</i>			<i>\$460.72</i>
---	--	--	-----------------

**POSITIVE PROMOTIONS - ALL DEPARTMENTS****\$460.72****POSTAL PROS, INC.**

POSTAL PROS, INC.	Customer Service	Utility billing	\$5,237.71
-------------------	------------------	-----------------	------------

POSTAL PROS, INC.	Customer Service	Utility billing	\$801.94
-------------------	------------------	-----------------	----------

POSTAL PROS, INC.	Customer Service	Utility billing	\$2,579.87
-------------------	------------------	-----------------	------------

POSTAL PROS, INC.	Customer Service	Utility billing	\$308.53
-------------------	------------------	-----------------	----------

POSTAL PROS, INC.	Customer Service	Utility billing	\$2,581.01
-------------------	------------------	-----------------	------------

<i>POSTAL PROS, INC. - Total For Customer Service</i>			<i>\$11,509.06</i>
---	--	--	--------------------

**POSTAL PROS, INC. - ALL DEPARTMENTS**

**\$11,509.06**

**PRAIRIE PELLA**

PRAIRIE PELLA Buildings & Structures Fund Supplies for new Water Distribution Doors/Win \$24.00

*PRAIRIE PELLA - Total For Buildings & Structures Fund* \$24.00

**PRAIRIE PELLA - ALL DEPARTMENTS** **\$24.00**

**PROFORCE LAW ENFORCE**

PROFORCE LAW ENFORCE Police Administration Sling point attachment \$142.45

*PROFORCE LAW ENFORCE - Total For Police Administration* \$142.45

**PROFORCE LAW ENFORCE - ALL DEPARTMENTS** **\$142.45**

**QQEST SOFTWARE SYSTE**

QQEST SOFTWARE SYSTE Human Resources COMPUTER SOFTWARE STORES \$2,667.25

*QQEST SOFTWARE SYSTE - Total For Human Resources* \$2,667.25

**QQEST SOFTWARE SYSTE - ALL DEPARTMENTS** **\$2,667.25**

**RAPID FIRE PROTECTIO**

RAPID FIRE PROTECTIO Balefill - Disposal & Landfill Fire suppression system \$1,465.00

*RAPID FIRE PROTECTIO - Total For Balefill - Disposal & Landfill* \$1,465.00

**RAPID FIRE PROTECTIO - ALL DEPARTMENTS** **\$1,465.00**

**RESPOND FIRST AID OF**

RESPOND FIRST AID OF Metro Animal Shelter first aid kit supplies \$31.16

*RESPOND FIRST AID OF - Total For Metro Animal Shelter* \$31.16

**RESPOND FIRST AID OF - ALL DEPARTMENTS** **\$31.16**

**REVIVAL ANIMAL HEALT**

REVIVAL ANIMAL HEALT Metro Animal Shelter mini tracker scanner \$399.48

*REVIVAL ANIMAL HEALT - Total For Metro Animal Shelter* \$399.48

**REVIVAL ANIMAL HEALT - ALL DEPARTMENTS****\$399.48****RICOH USA INC**

RICOH USA INC	Code Enforcement	Copier april 2020	\$88.09
<i>RICOH USA INC - Total For Code Enforcement</i>			<i>\$88.09</i>
RICOH USA INC	Metropolitan Planning Org	Copier	\$205.23
<i>RICOH USA INC - Total For Metropolitan Planning Org</i>			<i>\$205.23</i>
RICOH USA INC	Police Administration	April Copier	\$23.83
RICOH USA INC	Police Administration	Copier Fee	\$386.58
<i>RICOH USA INC - Total For Police Administration</i>			<i>\$410.41</i>

**RICOH USA INC - ALL DEPARTMENTS****\$703.73****RMI CASPER**

RMI CASPER	Streets	Reflective Hoodies (Josh & Casey R.)	\$80.48
<i>RMI CASPER - Total For Streets</i>			<i>\$80.48</i>
RMI CASPER	WWTP Operations	Calibration gas	\$211.00
<i>RMI CASPER - Total For WWTP Operations</i>			<i>\$211.00</i>

**RMI CASPER - ALL DEPARTMENTS****\$291.48****ROCKY MOUNTAIN POWER**

ROCKY MOUNTAIN POWER	Balefill - Disposal & Landfill	Electricity acct. 54730761-139 2	\$417.59
<i>ROCKY MOUNTAIN POWER - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$417.59</i>
ROCKY MOUNTAIN POWER	Cemetery	Electricity acct. 54730761-092 3	\$113.91
<i>ROCKY MOUNTAIN POWER - Total For Cemetery</i>			<i>\$113.91</i>
ROCKY MOUNTAIN POWER	City Center Building	Electricity acct. 54730761-093 1	\$35.13
<i>ROCKY MOUNTAIN POWER - Total For City Center Building</i>			<i>\$35.13</i>
ROCKY MOUNTAIN POWER	City Hall	Electricity acct. 54730761-093 1	\$3,208.04
<i>ROCKY MOUNTAIN POWER - Total For City Hall</i>			<i>\$3,208.04</i>
ROCKY MOUNTAIN POWER	Fire-EMS Administration	Electricity acct. 54730761-104 6	\$177.87
ROCKY MOUNTAIN POWER	Fire-EMS Administration	Electricity acct. 54730761-097 2	\$2,079.65
ROCKY MOUNTAIN POWER	Fire-EMS Administration	Electricity acct. 60445507-008 5	\$907.44
<i>ROCKY MOUNTAIN POWER - Total For Fire-EMS Administration</i>			<i>\$3,164.96</i>
ROCKY MOUNTAIN POWER	Fleet Maintenance Fund	Electricity acct. 54730761-096 4	\$3,406.99

<i>ROCKY MOUNTAIN POWER - Total For Fleet Maintenance Fund</i>			\$3,406.99
ROCKY MOUNTAIN POWER	Ft. Caspar Museum	Electricity acct. 54730761-098 0	\$446.39
<i>ROCKY MOUNTAIN POWER - Total For Ft. Caspar Museum</i>			\$446.39
ROCKY MOUNTAIN POWER	Hogadon - Operations	Electricity acct. 54730761-126 9	\$4,855.23
ROCKY MOUNTAIN POWER	Hogadon - Operations	Electricity acct. 54730761-100 4	\$2,763.34
<i>ROCKY MOUNTAIN POWER - Total For Hogadon - Operations</i>			\$7,618.57
ROCKY MOUNTAIN POWER	Ice Arena - Operations	Electricity acct. 54730761-101 2	\$4,562.45
<i>ROCKY MOUNTAIN POWER - Total For Ice Arena - Operations</i>			\$4,562.45
ROCKY MOUNTAIN POWER	Marathon Building	Electricity acct. 54730761-093 1	\$939.87
<i>ROCKY MOUNTAIN POWER - Total For Marathon Building</i>			\$939.87
ROCKY MOUNTAIN POWER	Metro Animal Shelter	Electricity acct. 54730761-102 0	\$823.96
<i>ROCKY MOUNTAIN POWER - Total For Metro Animal Shelter</i>			\$823.96
ROCKY MOUNTAIN POWER	Parks - Special Areas	Electricity acct. 54730761-132 7	\$2,719.13
<i>ROCKY MOUNTAIN POWER - Total For Parks - Special Areas</i>			\$2,719.13
ROCKY MOUNTAIN POWER	Public Safety Communication	Electricity acct. 54730761-146 7	\$240.24
<i>ROCKY MOUNTAIN POWER - Total For Public Safety Communications</i>			\$240.24
ROCKY MOUNTAIN POWER	Rec Center - Operations	Electricity acct. 54730761-095 6	\$2,452.43
ROCKY MOUNTAIN POWER	Rec Center - Operations	Electricity acct. 54730761-093 1	\$1,056.04
<i>ROCKY MOUNTAIN POWER - Total For Rec Center - Operations</i>			\$3,508.47
ROCKY MOUNTAIN POWER	Sewer Wastewater Collection	Electricity acct. 54730761-105 3	\$478.55
ROCKY MOUNTAIN POWER	Sewer Wastewater Collection	Electricity acct. 54730761-130 1	\$62.38
<i>ROCKY MOUNTAIN POWER - Total For Sewer Wastewater Collection</i>			\$540.93
ROCKY MOUNTAIN POWER	Traffic Control	Electricity acct. 54730761-106 1	\$45,994.03
ROCKY MOUNTAIN POWER	Traffic Control	Electricity acct. 60445507-010 1	\$83.95
<i>ROCKY MOUNTAIN POWER - Total For Traffic Control</i>			\$46,077.98
ROCKY MOUNTAIN POWER	Water Tanks	Electricity acct. 54730761-135 0	\$73.61
ROCKY MOUNTAIN POWER	Water Tanks	Electricity acct. 54730761-002 2	\$1,140.71
<i>ROCKY MOUNTAIN POWER - Total For Water Tanks</i>			\$1,214.32
ROCKY MOUNTAIN POWER	WWTP Operations	Electricity	\$184.84
ROCKY MOUNTAIN POWER	WWTP Operations	Electricity acct. 54730761-108 7	\$24,039.48
<i>ROCKY MOUNTAIN POWER - Total For WWTP Operations</i>			\$24,224.32
<b>ROCKY MOUNTAIN POWER - ALL DEPARTMENTS</b>			<b>\$103,263.25</b>

## ROGUE

ROGUE	Fire-EMS Operations	3 Exercise Sandbags	\$485.27
-------	---------------------	---------------------	----------

---

ROGUE - Total For Fire-EMS Operations \$485.27

**ROGUE - ALL DEPARTMENTS \$485.27**

## Rooter

Rooter	Parks - Parks Maint.	Provide/Install/Service Rented portable toilets	\$64.56
Rooter	Parks - Parks Maint.	Provide/Install/Service Rented portable toilets	\$532.32
Rooter	Parks - Parks Maint.	Provide/Install/Service Rented portable toilets	\$64.56

---

Rooter - Total For Parks - Parks Maint. \$661.44

**Rooter - ALL DEPARTMENTS \$661.44**

## ROTO ROOTER

ROTO ROOTER	WWTP Operations	Clear drain line	\$149.00
-------------	-----------------	------------------	----------

---

ROTO ROOTER - Total For WWTP Operations \$149.00

**ROTO ROOTER - ALL DEPARTMENTS \$149.00**

## SAMS MEMBERSHIP

SAMS MEMBERSHIP	Fire-EMS Operations	Annual Membership	\$100.00
-----------------	---------------------	-------------------	----------

---

SAMS MEMBERSHIP - Total For Fire-EMS Operations \$100.00

**SAMS MEMBERSHIP - ALL DEPARTMENTS \$100.00**

## SAMSCLUB #6425

SAMSCLUB #6425	Fire-EMS Operations	Station Supplies	\$27.54
----------------	---------------------	------------------	---------

---

SAMSCLUB #6425 - Total For Fire-EMS Operations \$27.54

SAMSCLUB #6425	Public Safety Communication	cleaning products	\$146.23
----------------	-----------------------------	-------------------	----------

---

SAMSCLUB #6425 - Total For Public Safety Communications \$146.23

SAMSCLUB #6425	Sewer Wastewater Collection	office supplies	\$12.48
----------------	-----------------------------	-----------------	---------

---

SAMSCLUB #6425 - Total For Sewer Wastewater Collection \$12.48

**SAMSCLUB #6425 - ALL DEPARTMENTS \$186.25**

## SAMSCLUB.COM

SAMSCLUB.COM	Capital Projects Fund	TV Mounts for 19th Hole and Parks	\$714.56
--------------	-----------------------	-----------------------------------	----------

---

SAMSCLUB.COM - Total For Capital Projects Fund \$714.56

**SAMSClub.COM - ALL DEPARTMENTS****\$714.56****SHELL OIL 5744427920**

SHELL OIL 5744427920	Fire-EMS Operations	Fuel	\$20.07
SHELL OIL 5744427920	Fire-EMS Operations	Fuel	\$19.17
SHELL OIL 5744427920	Fire-EMS Operations	Fuel	\$19.77
SHELL OIL 5744427920	Fire-EMS Operations	Fuel	\$33.69
SHELL OIL 5744427920	Fire-EMS Operations	Fuel	\$26.96

---

*SHELL OIL 5744427920 - Total For Fire-EMS Operations* \$119.66

**SHELL OIL 5744427920 - ALL DEPARTMENTS****\$119.66****SHERWIN-WILLIAMS COR**

SHERWIN-WILLIAMS COR	Balefill - Disposal & Landfill	painting supplies	\$529.82
SHERWIN-WILLIAMS COR	Balefill - Disposal & Landfill	PAINT METAL SIGN AT METALS DEPOT	\$45.00

---

*SHERWIN-WILLIAMS COR - Total For Balefill - Disposal & Landfill* \$574.82

SHERWIN-WILLIAMS COR	Buildings & Structures Fund	BAS Shop Supplies	\$48.00
SHERWIN-WILLIAMS COR	Buildings & Structures Fund	Painting Supplies for Aquatics Center	\$76.01

---

*SHERWIN-WILLIAMS COR - Total For Buildings & Structures Fund* \$124.01

SHERWIN-WILLIAMS COR	Golf - Operations	paint 19th Hole	\$401.06
SHERWIN-WILLIAMS COR	Golf - Operations	GLASS, PAINT, WALLPAPER STORES	\$123.16

---

*SHERWIN-WILLIAMS COR - Total For Golf - Operations* \$524.22

SHERWIN-WILLIAMS COR	Ice Arena - Operations	GLASS, PAINT, WALLPAPER STORES	\$402.57
----------------------	------------------------	--------------------------------	----------

---

*SHERWIN-WILLIAMS COR - Total For Ice Arena - Operations* \$402.57

**SHERWIN-WILLIAMS COR - ALL DEPARTMENTS****\$1,625.62****SIGMA ALDRICH US**

SIGMA ALDRICH US	WWTP Operations	Lab supplies	\$177.45
SIGMA ALDRICH US	WWTP Operations	Lab supplies	\$317.70

---

*SIGMA ALDRICH US - Total For WWTP Operations* \$495.15

**SIGMA ALDRICH US - ALL DEPARTMENTS****\$495.15****SIMPLOT T&H DEN**

SIMPLOT T&H DEN	Weed & Pest Fund	Liquid Fert. For Infields	\$1,510.00
-----------------	------------------	---------------------------	------------

<i>SIMPLOT T&amp;H DEN - Total For Weed &amp; Pest Fund</i>			<i>\$1,510.00</i>
<b>SIMPLOT T&amp;H DEN - ALL DEPARTMENTS</b>			<b>\$1,510.00</b>

## SKYLINE RANCHES

SKYLINE RANCHES	Sewer Fund	Payment less admin fees and payment	(\$97.79)
SKYLINE RANCHES	Sewer Fund	Payment less admin fees and payment	\$977.90
<i>SKYLINE RANCHES - Total For Sewer Fund</i>			<i>\$880.11</i>
SKYLINE RANCHES	WWTP Revenue and Transfer	Payment less admin fees and payment	(\$684.47)
<i>SKYLINE RANCHES - Total For WWTP Revenue and Transfers</i>			<i>(\$684.47)</i>
<b>SKYLINE RANCHES - ALL DEPARTMENTS</b>			<b>\$195.64</b>

## SMARSH, INC

SMARSH, INC	Information Services	April 2020 Archiving	\$1,835.00
<i>SMARSH, INC - Total For Information Services</i>			<i>\$1,835.00</i>
<b>SMARSH, INC - ALL DEPARTMENTS</b>			<b>\$1,835.00</b>

## SMITHS FOOD #4185

SMITHS FOOD #4185	Fire-EMS Operations	Custodial Supplies	\$58.59
<i>SMITHS FOOD #4185 - Total For Fire-EMS Operations</i>			<i>\$58.59</i>
<b>SMITHS FOOD #4185 - ALL DEPARTMENTS</b>			<b>\$58.59</b>

## SOLID WASTE ASSOCIA

SOLID WASTE ASSOCIA	Refuse - Residential	Annual Association Dues for SWANA	\$268.00
<i>SOLID WASTE ASSOCIA - Total For Refuse - Residential</i>			<i>\$268.00</i>
<b>SOLID WASTE ASSOCIA - ALL DEPARTMENTS</b>			<b>\$268.00</b>

## SOURCE OFFICE

SOURCE OFFICE	Balefill - Baler Processing	STATIONERY,OFFICE SUPPLIES,PRINTING AND	\$81.59
<i>SOURCE OFFICE - Total For Balefill - Baler Processing</i>			<i>\$81.59</i>
SOURCE OFFICE	Public Safety Communication	cleaning products	\$93.00
SOURCE OFFICE	Public Safety Communication	office supplies	\$260.32
<i>SOURCE OFFICE - Total For Public Safety Communications</i>			<i>\$353.32</i>

SOURCE OFFICE	Refuse - Residential	OFFICE SUPPLIES	\$102.94
<i>SOURCE OFFICE - Total For Refuse - Residential</i>			<i>\$102.94</i>
<b>SOURCE OFFICE - ALL DEPARTMENTS</b>			<b>\$537.85</b>

## SP FRINGESPORT

SP FRINGESPORT	Fire-EMS Operations	6 40 lb sandbag fillers bags for weighted vest	\$102.00
<i>SP FRINGESPORT - Total For Fire-EMS Operations</i>			<i>\$102.00</i>
<b>SP FRINGESPORT - ALL DEPARTMENTS</b>			<b>\$102.00</b>

## SPECTRUM REACH

SPECTRUM REACH	Public Safety Communication	CABLE at dispatch	\$84.65
<i>SPECTRUM REACH - Total For Public Safety Communications</i>			<i>\$84.65</i>
<b>SPECTRUM REACH - ALL DEPARTMENTS</b>			<b>\$84.65</b>

## SPORTSMANS WAREHOUSE

SPORTSMANS WAREHOUSE	Fire-EMS Operations	Grill for Station 1	\$339.99
<i>SPORTSMANS WAREHOUSE - Total For Fire-EMS Operations</i>			<i>\$339.99</i>
<b>SPORTSMANS WAREHOUSE - ALL DEPARTMENTS</b>			<b>\$339.99</b>

## SQ MAX FIRE APPARAT

SQ MAX FIRE APPARAT	Fire-EMS Operations	Inview Truesight Wireless Camera	\$353.67
<i>SQ MAX FIRE APPARAT - Total For Fire-EMS Operations</i>			<i>\$353.67</i>
<b>SQ MAX FIRE APPARAT - ALL DEPARTMENTS</b>			<b>\$353.67</b>

## SQ PAPA JOHNS

SQ PAPA JOHNS	Ice Arena - Concessions	PAPA JOHNS MARCH 2020	\$161.86
SQ PAPA JOHNS	Ice Arena - Concessions	Papa Johns Unprocessed January Receipt	\$17.67
<i>SQ PAPA JOHNS - Total For Ice Arena - Concessions</i>			<i>\$179.53</i>
<b>SQ PAPA JOHNS - ALL DEPARTMENTS</b>			<b>\$179.53</b>

## STANARD & ASSOCIATES



STANARD & ASSOCIATES	Police Administration	Law enforcement officer selection test	\$3,067.50
<i>STANARD &amp; ASSOCIATES - Total For Police Administration</i>			<i>\$3,067.50</i>
<b>STANARD &amp; ASSOCIATES - ALL DEPARTMENTS</b>			<b>\$3,067.50</b>

## STANTEC CONSULTING S

STANTEC CONSULTING S	Capital Projects Fund	CONTRACT FOR CA ON THE NPRR 1S	\$5,580.67
<i>STANTEC CONSULTING S - Total For Capital Projects Fund</i>			<i>\$5,580.67</i>
<b>STANTEC CONSULTING S - ALL DEPARTMENTS</b>			<b>\$5,580.67</b>

## STAPLES

STAPLES	Fire-EMS Administration	Binders and tabbed dividers	\$12.98
<i>STAPLES - Total For Fire-EMS Administration</i>			<i>\$12.98</i>
STAPLES	Golf - Operations	Office Supplies for Pro Shop	\$428.23
<i>STAPLES - Total For Golf - Operations</i>			<i>\$428.23</i>
STAPLES	Metro Animal Shelter	cleaning and office supplies	\$109.13
<i>STAPLES - Total For Metro Animal Shelter</i>			<i>\$109.13</i>
STAPLES	Police Administration	office supplies	\$196.96
<i>STAPLES - Total For Police Administration</i>			<i>\$196.96</i>
<b>STAPLES - ALL DEPARTMENTS</b>			<b>\$747.30</b>

## STATE OF WY.

STATE OF WY.	Health Insurance Fund	Plan admin fees	\$5,937.83
<i>STATE OF WY. - Total For Health Insurance Fund</i>			<i>\$5,937.83</i>
<b>STATE OF WY. - ALL DEPARTMENTS</b>			<b>\$5,937.83</b>

## STERLING

STERLING	Human Resources	April 2020 Background Checks	\$1,460.71
<i>STERLING - Total For Human Resources</i>			<i>\$1,460.71</i>
<b>STERLING - ALL DEPARTMENTS</b>			<b>\$1,460.71</b>

## STOTZ EQUIPMENT

STOTZ EQUIPMENT	Hogadon - Operations	Two new chain saws	\$1,570.54
-----------------	----------------------	--------------------	------------

<i>STOTZ EQUIPMENT - Total For Hogadon - Operations</i>			\$1,570.54
STOTZ EQUIPMENT	Water Distribution	saw parts for weed spraying	\$303.35
<i>STOTZ EQUIPMENT - Total For Water Distribution</i>			\$303.35
<b>STOTZ EQUIPMENT - ALL DEPARTMENTS</b>			<b>\$1,873.89</b>

## SUMMIT PARTNERS COLO

SUMMIT PARTNERS COLO	Capital Projects Fund	EOC Server Upgrades	\$22,757.97
<i>SUMMIT PARTNERS COLO - Total For Capital Projects Fund</i>			\$22,757.97
<b>SUMMIT PARTNERS COLO - ALL DEPARTMENTS</b>			<b>\$22,757.97</b>

## SUTHERLANDS 2219

SUTHERLANDS 2219	Buildings & Structures Fund	Supplies to install new doors and wind blocks fo	\$69.73
<i>SUTHERLANDS 2219 - Total For Buildings &amp; Structures Fund</i>			\$69.73
SUTHERLANDS 2219	Regional Water Operations	Well supplies for Morad #5 and Caspar #22	\$13.00
<i>SUTHERLANDS 2219 - Total For Regional Water Operations</i>			\$13.00
SUTHERLANDS 2219	Water Distribution	Concrete mix	\$150.00
SUTHERLANDS 2219	Water Distribution	Paint & hydrant fitting	\$25.96
SUTHERLANDS 2219	Water Distribution	SOD	\$49.90
<i>SUTHERLANDS 2219 - Total For Water Distribution</i>			\$225.86
<b>SUTHERLANDS 2219 - ALL DEPARTMENTS</b>			<b>\$308.59</b>

## THATCHER CO.

THATCHER CO.	WWTP Regional Interceptors	Ferrous Chloride delivery 5/1/2020	\$8,888.22
THATCHER CO.	WWTP Regional Interceptors	Ferrous chloride delivery on 4/17/2020	\$8,981.28
<i>THATCHER CO. - Total For WWTP Regional Interceptors</i>			\$17,869.50
<b>THATCHER CO. - ALL DEPARTMENTS</b>			<b>\$17,869.50</b>

## THE HOME DEPOT

THE HOME DEPOT	Balefill - Disposal & Landfill	Supplies for Miller House Remodel	\$15.84
<i>THE HOME DEPOT - Total For Balefill - Disposal &amp; Landfill</i>			\$15.84
THE HOME DEPOT	Balefill - Diversion & Special	SHOVELS FOR SPECIAL WASTE	\$50.91
<i>THE HOME DEPOT - Total For Balefill - Diversion &amp; Special</i>			\$50.91
THE HOME DEPOT	Buildings & Structures Fund	Spray Bottles for City Hall Custodial Staff	\$22.80

THE HOME DEPOT	Buildings & Structures Fund	Fridge filters for BAS Building	\$149.97
<i>THE HOME DEPOT - Total For Buildings &amp; Structures Fund</i>			<i>\$172.77</i>
THE HOME DEPOT	Capital Projects Fund	Supplies to insulate piping at Lansing Field	\$13.72
<i>THE HOME DEPOT - Total For Capital Projects Fund</i>			<i>\$13.72</i>
THE HOME DEPOT	Golf - Operations	Supplies Golf Shop	\$130.96
THE HOME DEPOT	Golf - Operations	Various items for Pro Shop and maintenance sh	\$315.50
THE HOME DEPOT	Golf - Operations	Golf Shop Supplies	\$172.68
THE HOME DEPOT	Golf - Operations	Custodial Supplies	\$72.78
<i>THE HOME DEPOT - Total For Golf - Operations</i>			<i>\$691.92</i>
THE HOME DEPOT	Hogadon - Operations	HOME SUPPLY WAREHOUSE STORES	\$56.77
<i>THE HOME DEPOT - Total For Hogadon - Operations</i>			<i>\$56.77</i>
THE HOME DEPOT	Ice Arena - Operations	PRESSURE WASHER	\$399.00
<i>THE HOME DEPOT - Total For Ice Arena - Operations</i>			<i>\$399.00</i>
THE HOME DEPOT	Rec Center - Operations	HOME SUPPLY WAREHOUSE STORES	\$31.18
<i>THE HOME DEPOT - Total For Rec Center - Operations</i>			<i>\$31.18</i>
THE HOME DEPOT	Water Tanks	Supplies for Water Distribution Windblocks / Do	\$1.98
<i>THE HOME DEPOT - Total For Water Tanks</i>			<i>\$1.98</i>
<b>THE HOME DEPOT - ALL DEPARTMENTS</b>			<b>\$1,434.09</b>

## THE UPS STORE

THE UPS STORE	Golf - Operations	Postage for satellite controller replacement retu	\$15.64
<i>THE UPS STORE - Total For Golf - Operations</i>			<i>\$15.64</i>
THE UPS STORE	Sewer Wastewater Collection	CCTV camera shipping	\$41.12
<i>THE UPS STORE - Total For Sewer Wastewater Collection</i>			<i>\$41.12</i>
<b>THE UPS STORE - ALL DEPARTMENTS</b>			<b>\$56.76</b>

## THOMSON WEST TCD

THOMSON WEST TCD	City Attorney	PROFESSIONAL SERVICES NOT ELSEWHERE CLAS	\$1,359.63
THOMSON WEST TCD	City Attorney	PROFESSIONAL SERVICES NOT ELSEWHERE CLAS	\$140.43
<i>THOMSON WEST TCD - Total For City Attorney</i>			<i>\$1,500.06</i>
<b>THOMSON WEST TCD - ALL DEPARTMENTS</b>			<b>\$1,500.06</b>

## Thyssenkrupp

Thyssenkrupp	Balefill - Disposal & Landfill	Elevator inspection	\$1,852.60
<i>Thyssenkrupp - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$1,852.60</i>
Thyssenkrupp	Buildings & Structures Fund	Elevator mtnc	\$4,736.05
<i>Thyssenkrupp - Total For Buildings &amp; Structures Fund</i>			<i>\$4,736.05</i>
<b>Thyssenkrupp - ALL DEPARTMENTS</b>			<b>\$6,588.65</b>

## TLO TRANSUNION

TLO TRANSUNION	Police Administration	investigative checks	\$115.00
<i>TLO TRANSUNION - Total For Police Administration</i>			<i>\$115.00</i>
<b>TLO TRANSUNION - ALL DEPARTMENTS</b>			<b>\$115.00</b>

## TOOLSTODAY.COM LLC

TOOLSTODAY.COM LLC	Balefill - Disposal & Landfill	Supplies for Miller House Remodel	\$48.86
<i>TOOLSTODAY.COM LLC - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$48.86</i>
TOOLSTODAY.COM LLC	Buildings & Structures Fund	Replacement joiner blades for BAS Shop	\$51.15
TOOLSTODAY.COM LLC	Buildings & Structures Fund	BAS Shop Supplies	\$51.26
<i>TOOLSTODAY.COM LLC - Total For Buildings &amp; Structures Fund</i>			<i>\$102.41</i>
<b>TOOLSTODAY.COM LLC - ALL DEPARTMENTS</b>			<b>\$151.27</b>

## TOP OFFICE PRODUCTS

TOP OFFICE PRODUCTS	City Attorney	STATIONERY,OFFICE SUPPLIES,PRINTING AND	\$146.03
<i>TOP OFFICE PRODUCTS - Total For City Attorney</i>			<i>\$146.03</i>
TOP OFFICE PRODUCTS	Streets	Copier April 2020	\$64.37
TOP OFFICE PRODUCTS	Streets	March 2020 Copier	\$116.85
<i>TOP OFFICE PRODUCTS - Total For Streets</i>			<i>\$181.22</i>
TOP OFFICE PRODUCTS	Water Distribution	Monthly copy charge	\$65.01
<i>TOP OFFICE PRODUCTS - Total For Water Distribution</i>			<i>\$65.01</i>
TOP OFFICE PRODUCTS	WWTP Operations	Printing/Copier Maintenance april 2020	\$103.20
<i>TOP OFFICE PRODUCTS - Total For WWTP Operations</i>			<i>\$103.20</i>
<b>TOP OFFICE PRODUCTS - ALL DEPARTMENTS</b>			<b>\$495.46</b>

## TRETO CONST.

TRETO CONST.	Water Tanks	W Casper Zone 2 15-59	\$54,728.35
--------------	-------------	-----------------------	-------------

TRETO CONST.	Water Tanks	W Casper zone 2 15-59	107,218.49
<i>TRETO CONST. - Total For Water Tanks</i>			<i>\$161,946.84</i>
<b>TRETO CONST. - ALL DEPARTMENTS</b>			<b>\$161,946.84</b>

## TW ENTERPRISES

TW ENTERPRISES	WWTP Regional Interceptors	Oil filter	\$65.15
<i>TW ENTERPRISES - Total For WWTP Regional Interceptors</i>			<i>\$65.15</i>
<b>TW ENTERPRISES - ALL DEPARTMENTS</b>			<b>\$65.15</b>

## TWEED'S WHOLESale

TWEED'S WHOLESale	Rec Center - Operations	sanitizer	\$127.80
<i>TWEED'S WHOLESale - Total For Rec Center - Operations</i>			<i>\$127.80</i>
<b>TWEED'S WHOLESale - ALL DEPARTMENTS</b>			<b>\$127.80</b>

## TYLER TECHNOLOGIES I

TYLER TECHNOLOGIES I	Balefill - Disposal & Landfill	Tyler training	\$504.00
TYLER TECHNOLOGIES I	Balefill - Disposal & Landfill	Tyler conversion	\$70.00
<i>TYLER TECHNOLOGIES I - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$574.00</i>
TYLER TECHNOLOGIES I	Capital Projects Fund	Tyler training	\$8,694.00
TYLER TECHNOLOGIES I	Capital Projects Fund	Tyler conversion	\$1,207.50
<i>TYLER TECHNOLOGIES I - Total For Capital Projects Fund</i>			<i>\$9,901.50</i>
TYLER TECHNOLOGIES I	Refuse - Residential	Tyler conversion	\$105.00
TYLER TECHNOLOGIES I	Refuse - Residential	Tyler training	\$756.00
<i>TYLER TECHNOLOGIES I - Total For Refuse - Residential</i>			<i>\$861.00</i>
TYLER TECHNOLOGIES I	Regional Water Operations	Tyler conversion	\$17.50
TYLER TECHNOLOGIES I	Regional Water Operations	Tyler training	\$126.00
<i>TYLER TECHNOLOGIES I - Total For Regional Water Operations</i>			<i>\$143.50</i>
TYLER TECHNOLOGIES I	Sewer Wastewater Collection	Tyler training	\$630.00
TYLER TECHNOLOGIES I	Sewer Wastewater Collection	Tyler conversion	\$87.50
<i>TYLER TECHNOLOGIES I - Total For Sewer Wastewater Collection</i>			<i>\$717.50</i>
TYLER TECHNOLOGIES I	Water Distribution	Tyler training	\$1,386.00
TYLER TECHNOLOGIES I	Water Distribution	Tyler conversion	\$192.50
<i>TYLER TECHNOLOGIES I - Total For Water Distribution</i>			<i>\$1,578.50</i>

TYLER TECHNOLOGIES I	WWTP Operations	Tyler training	\$504.00
TYLER TECHNOLOGIES I	WWTP Operations	Tyler conversion	\$70.00
<i>TYLER TECHNOLOGIES I - Total For WWTP Operations</i>			<i>\$574.00</i>
<b>TYLER TECHNOLOGIES I - ALL DEPARTMENTS</b>			<b>\$14,350.00</b>

## UNIFORMS 2 GEAR

UNIFORMS 2 GEAR	Police Administration	Battery stick	\$21.58
UNIFORMS 2 GEAR	Police Administration	Duty pants	\$97.60
<i>UNIFORMS 2 GEAR - Total For Police Administration</i>			<i>\$119.18</i>
<b>UNIFORMS 2 GEAR - ALL DEPARTMENTS</b>			<b>\$119.18</b>

## UNION WIRELESS

UNION WIRELESS	Water Tanks	Upper Rock Creek Reservoir SCADA & Cell Phon	\$94.89
<i>UNION WIRELESS - Total For Water Tanks</i>			<i>\$94.89</i>
<b>UNION WIRELESS - ALL DEPARTMENTS</b>			<b>\$94.89</b>

## UPS 0000008F045W190

UPS 0000008F045W190	Regional Water Operations	Shipping Lab Test	\$106.09
<i>UPS 0000008F045W190 - Total For Regional Water Operations</i>			<i>\$106.09</i>
<b>UPS 0000008F045W190 - ALL DEPARTMENTS</b>			<b>\$106.09</b>

## USPS PO 5715580478

USPS PO 5715580478	Buildings & Structures Fund	Sending flag and proclamation to sailor in South	\$19.95
<i>USPS PO 5715580478 - Total For Buildings &amp; Structures Fund</i>			<i>\$19.95</i>
USPS PO 5715580478	Rec Center - Admin	CERTIFIED MAILING TO EMPLOYEES	\$187.65
<i>USPS PO 5715580478 - Total For Rec Center - Admin</i>			<i>\$187.65</i>
<b>USPS PO 5715580478 - ALL DEPARTMENTS</b>			<b>\$207.60</b>

## USPS PO 5715580945

USPS PO 5715580945	Police Administration	POSTAGE STAMPS	\$4.00
<i>USPS PO 5715580945 - Total For Police Administration</i>			<i>\$4.00</i>

**USPS PO 5715580945 - ALL DEPARTMENTS****\$4.00****USPS PO 5762700491**

USPS PO 5762700491	Ft. Caspar Museum	Stamps for Collections	\$11.00
--------------------	-------------------	------------------------	---------

<i>USPS PO 5762700491 - Total For Ft. Caspar Museum</i>			<i>\$11.00</i>
---	--	--	----------------

**USPS PO 5762700491 - ALL DEPARTMENTS****\$11.00****VAN DIEST SUPPLY COM**

VAN DIEST SUPPLY COM	Weed & Pest Fund	Ranger Pro Chemical	\$1,537.50
----------------------	------------------	---------------------	------------

VAN DIEST SUPPLY COM	Weed & Pest Fund	T-zone Purchase	\$1,447.30
----------------------	------------------	-----------------	------------

<i>VAN DIEST SUPPLY COM - Total For Weed &amp; Pest Fund</i>			<i>\$2,984.80</i>
--	--	--	-------------------

**VAN DIEST SUPPLY COM - ALL DEPARTMENTS****\$2,984.80****VEOLIA ES TECHNICAL**

VEOLIA ES TECHNICAL	Balefill - Diversion & Special	Hazardous Waste Disposal	\$7,026.79
---------------------	--------------------------------	--------------------------	------------

<i>VEOLIA ES TECHNICAL - Total For Balefill - Diversion &amp; Special</i>			<i>\$7,026.79</i>
---	--	--	-------------------

**VEOLIA ES TECHNICAL - ALL DEPARTMENTS****\$7,026.79****VERIZON CONNECT NWF**

VERIZON CONNECT NWF	Code Enforcement	April 2020 services	\$148.05
---------------------	------------------	---------------------	----------

<i>VERIZON CONNECT NWF - Total For Code Enforcement</i>			<i>\$148.05</i>
---	--	--	-----------------

VERIZON CONNECT NWF	Fleet Maintenance Fund	April 2020 services	\$16.45
---------------------	------------------------	---------------------	---------

<i>VERIZON CONNECT NWF - Total For Fleet Maintenance Fund</i>			<i>\$16.45</i>
---	--	--	----------------

VERIZON CONNECT NWF	Parks - Parks Maint.	April 2020 services	\$246.75
---------------------	----------------------	---------------------	----------

<i>VERIZON CONNECT NWF - Total For Parks - Parks Maint.</i>			<i>\$246.75</i>
---	--	--	-----------------

VERIZON CONNECT NWF	Police Animal Control	April 2020 services	\$98.70
---------------------	-----------------------	---------------------	---------

<i>VERIZON CONNECT NWF - Total For Police Animal Control</i>			<i>\$98.70</i>
--	--	--	----------------

VERIZON CONNECT NWF	Refuse - Residential	April 2020 services	\$526.40
---------------------	----------------------	---------------------	----------

<i>VERIZON CONNECT NWF - Total For Refuse - Residential</i>			<i>\$526.40</i>
---	--	--	-----------------

VERIZON CONNECT NWF	Sewer Wastewater Collection	April 2020 services	\$49.35
---------------------	-----------------------------	---------------------	---------

<i>VERIZON CONNECT NWF - Total For Sewer Wastewater Collection</i>			<i>\$49.35</i>
--	--	--	----------------

VERIZON CONNECT NWF	Streets	April 2020 services	\$509.95
---------------------	---------	---------------------	----------

<i>VERIZON CONNECT NWF - Total For Streets</i>			<i>\$509.95</i>
--	--	--	-----------------

VERIZON CONNECT NWF	Water Distribution	April 2020 services	\$164.50
<i>VERIZON CONNECT NWF - Total For Water Distribution</i>			<i>\$164.50</i>
<b>VERIZON CONNECT NWF - ALL DEPARTMENTS</b>			<b>\$1,760.15</b>

## VERIZON WIRELESS

VERIZON WIRELESS	Balefill - Disposal & Landfill	Jetpack	\$40.01
<i>VERIZON WIRELESS - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$40.01</i>
VERIZON WIRELESS	Buildings & Structures Fund	March phone use	\$80.02
<i>VERIZON WIRELESS - Total For Buildings &amp; Structures Fund</i>			<i>\$80.02</i>
VERIZON WIRELESS	Police Administration	April 2020	\$638.71
<i>VERIZON WIRELESS - Total For Police Administration</i>			<i>\$638.71</i>
<b>VERIZON WIRELESS - ALL DEPARTMENTS</b>			<b>\$758.74</b>

## VRBO RDD

VRBO RDD	Police Administration	credit for long term room rent during training	(\$250.00)
<i>VRBO RDD - Total For Police Administration</i>			<i>(\$250.00)</i>
<b>VRBO RDD - ALL DEPARTMENTS</b>			<b>(\$250.00)</b>

## VZWRLSS IVR VB

VZWRLSS IVR VB	Cemetery	TELECOMMUNICATION VERIZON BILL	\$19.78
<i>VZWRLSS IVR VB - Total For Cemetery</i>			<i>\$19.78</i>
VZWRLSS IVR VB	Parks - Parks Maint.	Jetpacks and cell phones	\$1,714.87
<i>VZWRLSS IVR VB - Total For Parks - Parks Maint.</i>			<i>\$1,714.87</i>
VZWRLSS IVR VB	Streets	Street Dept on call phone and Traffic dept. hots	\$65.61
<i>VZWRLSS IVR VB - Total For Streets</i>			<i>\$65.61</i>
VZWRLSS IVR VB	WWTP Operations	TELECOMMUNICATION SERV.INCLUD. LOCAL/L.	\$144.99
<i>VZWRLSS IVR VB - Total For WWTP Operations</i>			<i>\$144.99</i>
<b>VZWRLSS IVR VB - ALL DEPARTMENTS</b>			<b>\$1,945.25</b>

## VZWRLSS MY VZ VB P

VZWRLSS MY VZ VB P	Golf - Operations	Cellular Service for Irrigation Use	\$80.02
<i>VZWRLSS MY VZ VB P - Total For Golf - Operations</i>			<i>\$80.02</i>
VZWRLSS MY VZ VB P	Regional Water Operations	WTP Operator Cell Phone	\$25.60



VZWRLSS MY VZ VB P - Total For Regional Water Operations \$25.60

**VZWRLSS MY VZ VB P - ALL DEPARTMENTS \$105.62**

### WAL-MART #1617

WAL-MART #1617 Balefill - Disposal & Landfill GIFT CARDS (\$129.94)

WAL-MART #1617 Balefill - Disposal & Landfill KITCHEN SUPPLIES \$14.84

WAL-MART #1617 - Total For Balefill - Disposal & Landfill (\$115.10)

**WAL-MART #1617 - ALL DEPARTMENTS (\$115.10)**

### WAL-MART #3778

WAL-MART #3778 Aquatics - Pool Power washer gun and hose \$50.80

WAL-MART #3778 Aquatics - Pool Garden Sprayers for Chemicals \$79.58

WAL-MART #3778 - Total For Aquatics - Pool \$130.38

WAL-MART #3778 Water Distribution DEF, TP, SANITIZER \$112.66

WAL-MART #3778 - Total For Water Distribution \$112.66

**WAL-MART #3778 - ALL DEPARTMENTS \$243.04**

### WALMART.COM

WALMART.COM Metro Animal Shelter DISCOUNT STORES \$119.99

WALMART.COM - Total For Metro Animal Shelter \$119.99

**WALMART.COM - ALL DEPARTMENTS \$119.99**

### WARDWELL WATER & SEW

WARDWELL WATER & SEW RWS - Booster Stations Booster/Irrigation \$30.01

WARDWELL WATER & SEW - Total For RWS - Booster Stations \$30.01

**WARDWELL WATER & SEW - ALL DEPARTMENTS \$30.01**

### WATER TECHNOLOGY GRO

WATER TECHNOLOGY GRO Sewer Wastewater Collection Indian Paintbrush lift station pumps \$12,682.00

WATER TECHNOLOGY GRO - Total For Sewer Wastewater Collection \$12,682.00

**WATER TECHNOLOGY GRO - ALL DEPARTMENTS \$12,682.00**

## WEAR PARTS INC

WEAR PARTS INC	Capital Projects Fund	Supplies to insulate piping at Lansing Field	\$95.33
<i>WEAR PARTS INC - Total For Capital Projects Fund</i>			<i>\$95.33</i>
WEAR PARTS INC	Regional Water Operations	Parts for Well Morad #5	\$35.17
WEAR PARTS INC	Regional Water Operations	Well Parts Morad #5	\$82.21
<i>WEAR PARTS INC - Total For Regional Water Operations</i>			<i>\$117.38</i>
WEAR PARTS INC	Traffic Control	Bolts for Robertson Rd Bridge upgrade	\$36.04
<i>WEAR PARTS INC - Total For Traffic Control</i>			<i>\$36.04</i>
WEAR PARTS INC	WWTP Operations	Nuts & Bolts	\$51.44
WEAR PARTS INC	WWTP Operations	Filter	\$110.00
WEAR PARTS INC	WWTP Operations	Bolts	\$43.74
WEAR PARTS INC	WWTP Operations	Bolts	\$34.60
WEAR PARTS INC	WWTP Operations	Bolts	\$5.00
<i>WEAR PARTS INC - Total For WWTP Operations</i>			<i>\$244.78</i>
<b>WEAR PARTS INC - ALL DEPARTMENTS</b>			<b>\$493.53</b>

## WEST PLAINS ENGINEER

WEST PLAINS ENGINEER	Perpetual Care Urban Forestr	CEC floor lighting 19-014	\$500.00
WEST PLAINS ENGINEER	Perpetual Care Urban Forestr	CEC Fire Alarm 17-073	\$3,000.00
<i>WEST PLAINS ENGINEER - Total For Perpetual Care Urban Forestry</i>			<i>\$3,500.00</i>
<b>WEST PLAINS ENGINEER - ALL DEPARTMENTS</b>			<b>\$3,500.00</b>

## WESTERN WYOMING LOCK

WESTERN WYOMING LOCK	Buildings & Structures Fund	Solid Waste Scale House Supplies	\$10.00
<i>WESTERN WYOMING LOCK - Total For Buildings &amp; Structures Fund</i>			<i>\$10.00</i>
<b>WESTERN WYOMING LOCK - ALL DEPARTMENTS</b>			<b>\$10.00</b>

## WESTLAND PARK-RED BU

WESTLAND PARK-RED BU	Sewer Fund	Sewer revenue less admin fees and payment	\$3,343.00
WESTLAND PARK-RED BU	Sewer Fund	Sewer revenue less admin fees and payment	(\$334.30)
<i>WESTLAND PARK-RED BU - Total For Sewer Fund</i>			<i>\$3,008.70</i>
WESTLAND PARK-RED BU	WWTP Revenue and Transfer	Sewer revenue less admin fees and payment	(\$1,555.41)
<i>WESTLAND PARK-RED BU - Total For WWTP Revenue and Transfers</i>			<i>(\$1,555.41)</i>

**WESTLAND PARK-RED BU - ALL DEPARTMENTS****\$1,453.29****WLC ENGINEERING - SU**

WLC ENGINEERING - SU	Capital Projects Fund	Industrial storm and street de	\$6,719.90
----------------------	-----------------------	--------------------------------	------------

<i>WLC ENGINEERING - SU - Total For Capital Projects Fund</i>			<i>\$6,719.90</i>
---	--	--	-------------------

**WLC ENGINEERING - SU - ALL DEPARTMENTS****\$6,719.90****WM SUPERCENTER**

WM SUPERCENTER	Balefill - Disposal & Landfill	GIFT CARDS for FT Admin Staff \$25 each	\$249.70
----------------	--------------------------------	---	----------

WM SUPERCENTER	Balefill - Disposal & Landfill	60 Cloth Employee Masks -- Gift Card to Donor	\$129.94
----------------	--------------------------------	---	----------

<i>WM SUPERCENTER - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$379.64</i>
--	--	--	-----------------

WM SUPERCENTER	Fire-EMS Operations	Station Supplies	\$69.72
----------------	---------------------	------------------	---------

<i>WM SUPERCENTER - Total For Fire-EMS Operations</i>			<i>\$69.72</i>
---	--	--	----------------

WM SUPERCENTER	Police Administration	phone case	\$15.72
----------------	-----------------------	------------	---------

<i>WM SUPERCENTER - Total For Police Administration</i>			<i>\$15.72</i>
---	--	--	----------------

WM SUPERCENTER	Police State Grants	VW Sex Assault Bags for victims	\$96.10
----------------	---------------------	---------------------------------	---------

<i>WM SUPERCENTER - Total For Police State Grants</i>			<i>\$96.10</i>
---	--	--	----------------

WM SUPERCENTER	Streets	Strainer for concrete cure	\$7.97
----------------	---------	----------------------------	--------

<i>WM SUPERCENTER - Total For Streets</i>			<i>\$7.97</i>
---	--	--	---------------

**WM SUPERCENTER - ALL DEPARTMENTS****\$569.15****WOODWORKER EXPRESS I**

WOODWORKER EXPRESS I	Balefill - Disposal & Landfill	Miller House Remodel Supplies	\$102.02
----------------------	--------------------------------	-------------------------------	----------

<i>WOODWORKER EXPRESS I - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$102.02</i>
--	--	--	-----------------

**WOODWORKER EXPRESS I - ALL DEPARTMENTS****\$102.02****WOODWORKERS SUPPLY I**

WOODWORKERS SUPPLY I	Balefill - Disposal & Landfill	Supplies for Miller House Remodel	\$65.90
----------------------	--------------------------------	-----------------------------------	---------

WOODWORKERS SUPPLY I	Balefill - Disposal & Landfill	Supplies for Miller House Kitchen Remodel	\$551.54
----------------------	--------------------------------	---	----------

<i>WOODWORKERS SUPPLY I - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$617.44</i>
--	--	--	-----------------

**WOODWORKERS SUPPLY I - ALL DEPARTMENTS****\$617.44**

## WOODWORKERS SUPPLY,

WOODWORKERS SUPPLY,	Balefill - Disposal & Landfill	Supplies for Miller House Remodel	\$6.64
WOODWORKERS SUPPLY,	Balefill - Disposal & Landfill	Miller House Remodel Return	(\$24.11)
WOODWORKERS SUPPLY,	Balefill - Disposal & Landfill	Miller House Remodel Supplies	\$48.22
WOODWORKERS SUPPLY,	Balefill - Disposal & Landfill	Miller House Remodel Supplies	\$119.46
<i>WOODWORKERS SUPPLY, - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$150.21</i>
<b>WOODWORKERS SUPPLY, - ALL DEPARTMENTS</b>			<b>\$150.21</b>

## WPSG- INC

WPSG- INC	Fire-EMS Operations	Custom Leather Shield	\$69.48
WPSG- INC	Fire-EMS Operations	Custom Leather Shield	\$69.48
WPSG- INC	Fire-EMS Operations	Custom Leather Shields	\$120.98
<i>WPSG- INC - Total For Fire-EMS Operations</i>			<i>\$259.94</i>
<b>WPSG- INC - ALL DEPARTMENTS</b>			<b>\$259.94</b>

## WPY Blue to Gold Law

WPY Blue to Gold Law	Police Administration	training	\$223.50
<i>WPY Blue to Gold Law - Total For Police Administration</i>			<i>\$223.50</i>
<b>WPY Blue to Gold Law - ALL DEPARTMENTS</b>			<b>\$223.50</b>

## WPY Innovative Syste

WPY Innovative Syste	Police Administration	report writing book	\$102.85
<i>WPY Innovative Syste - Total For Police Administration</i>			<i>\$102.85</i>
<b>WPY Innovative Syste - ALL DEPARTMENTS</b>			<b>\$102.85</b>

## WWW.911TRAINER.COM

WWW.911TRAINER.COM	Police Administration	LAB/MEDICAL/DENTAL/OPHTHALMIC HOSPITAL	\$2,380.75
<i>WWW.911TRAINER.COM - Total For Police Administration</i>			<i>\$2,380.75</i>
<b>WWW.911TRAINER.COM - ALL DEPARTMENTS</b>			<b>\$2,380.75</b>

## WY. PEACE OFFICERS A

WY. PEACE OFFICERS A	Police Administration	Membership	\$220.00
<i>WY. PEACE OFFICERS A - Total For Police Administration</i>			<i>\$220.00</i>
<b>WY. PEACE OFFICERS A - ALL DEPARTMENTS</b>			<b>\$220.00</b>

## WY. WORKERS COMPENSA

WY. WORKERS COMPENSA	Cemetery	Unemployment Jan-mar	\$15.19
<i>WY. WORKERS COMPENSA - Total For Cemetery</i>			<i>\$15.19</i>
WY. WORKERS COMPENSA	Ice Arena - Operations	Unemployment Jan-mar	\$1,548.83
<i>WY. WORKERS COMPENSA - Total For Ice Arena - Operations</i>			<i>\$1,548.83</i>
WY. WORKERS COMPENSA	Meter Services	Unemployment Jan-mar	\$6,487.88
<i>WY. WORKERS COMPENSA - Total For Meter Services</i>			<i>\$6,487.88</i>
WY. WORKERS COMPENSA	Parks - Parks Maint.	Unemployment Jan-mar	\$5,014.88
<i>WY. WORKERS COMPENSA - Total For Parks - Parks Maint.</i>			<i>\$5,014.88</i>
WY. WORKERS COMPENSA	Weed & Pest Fund	Unemployment Jan-mar	\$3,898.25
<i>WY. WORKERS COMPENSA - Total For Weed &amp; Pest Fund</i>			<i>\$3,898.25</i>
<b>WY. WORKERS COMPENSA - ALL DEPARTMENTS</b>			<b>\$16,965.03</b>

## WYOMING GROUNDS KEEP

WYOMING GROUNDS KEEP	Cemetery	WGGA Conference for 8 people	\$400.00
WYOMING GROUNDS KEEP	Cemetery	WGGA registration for Jeramie Watson	\$200.00
<i>WYOMING GROUNDS KEEP - Total For Cemetery</i>			<i>\$600.00</i>
WYOMING GROUNDS KEEP	Parks - Urban Forestry	WGGA Conference for 8 people	\$600.00
<i>WYOMING GROUNDS KEEP - Total For Parks - Urban Forestry</i>			<i>\$600.00</i>
WYOMING GROUNDS KEEP	Rec Center - Sports Programs	WGGA Conference for 8 people	\$400.00
<i>WYOMING GROUNDS KEEP - Total For Rec Center - Sports Programs</i>			<i>\$400.00</i>
WYOMING GROUNDS KEEP	Weed & Pest Fund	WGGA Conference for 8 people	\$200.00
<i>WYOMING GROUNDS KEEP - Total For Weed &amp; Pest Fund</i>			<i>\$200.00</i>
<b>WYOMING GROUNDS KEEP - ALL DEPARTMENTS</b>			<b>\$1,800.00</b>

## WYOMING STEEL & RECY

WYOMING STEEL & RECY	Refuse - Recycling	Recycling	\$3,901.80
<i>WYOMING STEEL &amp; RECY - Total For Refuse - Recycling</i>			<i>\$3,901.80</i>

**WYOMING STEEL & RECY - ALL DEPARTMENTS**

**\$3,901.80**

**XEROX CORPORATION/RB**

XEROX CORPORATION/RB    Regional Water Operations    Office Copier    \$203.41

*XEROX CORPORATION/RB - Total For Regional Water Operations*    \$203.41

**XEROX CORPORATION/RB - ALL DEPARTMENTS**

**\$203.41**

**YOUTH CRISIS CENTER**

YOUTH CRISIS CENTER    Capital Projects Fund    1%#16 Funding Youth Crisis Cen    \$5,817.50

*YOUTH CRISIS CENTER - Total For Capital Projects Fund*    \$5,817.50

**YOUTH CRISIS CENTER - ALL DEPARTMENTS**

**\$5,817.50**

**CITYWIDE BILLS AND CLAIMS TOTAL**

**\$1,565,170.66**

---

I certify, under penalty of perjury, that this listing of vouchers and the items included therein for payment are correct and just in every respect.

SUBMITTED BY    (Finance Dir)    \_\_\_\_\_    DATE    \_\_\_\_\_

---

DULY AUDITED BY (City Manager)    \_\_\_\_\_    DATE    \_\_\_\_\_

APPROVED BY    (Mayor)    \_\_\_\_\_    DATE    \_\_\_\_\_

CITY of CASPER, WYOMING  
 BILLS and CLAIMS ADDENDUM  
 Council Meeting  
 05/19/20

**Additional Accounts Payable**

5/7/2020	Prewrits: Insurance, Reimbursement, Petty cash, Utility refunds		
	American Heritage	\$	4,758.68
	Garrett Brunson	\$	75.00
	First Interstate Bank	\$	174.28
	Lincoln National	\$	9,275.19
	Natrona County	\$	45.00
	Shoupe, Amber	\$	75.00
	Long, Cassandra	\$	53.02
	Wilkey, Michael	\$	53.37
	Bond, Jennifer	\$	75.00
		\$	14,584.54
5/14/20	Prewrits: State of Wy, Mosquito abatement, background checks; utility refunds, pension		
	State of WY insurance	\$	801,144.00
	Natrona County	\$	65,000.00
	State of WY	\$	702.18
	State of WY	\$	96,220.69
	Sterling Info	\$	2,450.98
	Anthony Hashman	\$	54.16
	Timothy Cramer Jr.	\$	9.66
	Wy Retirement System - City	\$	350,614.69
	Wy Retirement System - Fire	\$	91,911.41
	Wy. Retirement System - Police	\$	157,735.73
	State of Wy	\$	4,006.55
		\$	1,569,850.05

May 15, 2020

MEMO TO: J. Carter Napier, City Manager *JCN*

FROM: Liz Becher, Community Development Director *LB*  
Keith McPheeters, Police Chief  
Thomas Solberg, Fire Chief  
Dan Elston, Building Inspection Supervisor (Chief Building Official)

SUBJECT: Public Hearing for Consideration of an Ordinance Approving a Municipal Code Text Amendment to Sections 15.02.120 and 15.04.070 Regarding Unsafe Structures and Equipment

Meeting Type & Date:

Regular Council Meeting, May 19, 2020

Action Type:

Public hearing and first reading on an Ordinance

Recommendation:

That Council, by Ordinance, approve a Municipal Code Text Amendment to Sections 15.02.120 and 15.04.070 regarding unsafe structures and equipment.

Summary:

At the March 10<sup>th</sup> and April 14<sup>th</sup> Council work sessions, City staff presented maintenance amendments to the City of Casper Municipal Code concerning the most critical life/safety requirements necessary for human habitation. Following the discussion, Council requested that staff create a portal on the City's website to accept public comment about the proposed changes. The portal was open for three weeks and included links to the photos shared at the work session of local living conditions. Six (6) comments were received, and presented to Council on April 14<sup>th</sup>. In addition, staff provided an overview of the enforcement process for the proposed ordinance. In short, enforcement of this proposed ordinance is already in place in both the International Building Code and the City of Casper Municipal Code. Council directed staff to move the Ordinance forward for formal consideration.

The City of Casper currently enforces the 2018 International Building Code, in this code, Section 116 Unsafe Structures and Equipment has one paragraph [A] 116.1 "Conditions" that addresses unsafe conditions. This is general in nature and does not specifically address each of the nine (9) conditions proposed in the Ordinance. By adopting this Ordinance, it would provide definitive parameters for interior living conditions that can be enforced to provide for the safety of the occupants. Staff believes that the proposed maintenance amendments are a pathway to enforcement, and will be complaint-initiated by renters, neighbors, employees, and social service agencies.



The nine (9) specific unsafe conditions are: (Definitions are in the proposed ordinance)

- Means of Egress
- Egress Lighting
- Ventilation
- Fire Hazard
- Heating Facilities
- Electrical systems
- Water systems
- Sanitary drainage
- Vacant structures

Community partners such as the City/County Health Department, Department of Family Services and Meals on Wheels support the City's efforts to address unsafe living conditions in Casper because of their first-hand knowledge of some of the deplorable living conditions in which their clients live.

Financial Considerations:

None

Oversight/Project Responsibility:

Chief Building Official, City of Casper Fire Department - Community Risk Reduction Division, Casper Police Department, and Code Enforcement/Building Inspection Division.

Attachments:

Proposed Ordinance

ORDINANCE NO.12-20

AN ORDINANCE AMENDING SECTION 15.02.120 and 15.04.070 of the  
CITY OF CASPER MUNICIPAL CODE

WHEREAS, it is the desire of the governing body of the City of Casper to provide, within the City's existing Ordinance structure, a means to protect against and/or remediate STRUCTURES UNSAFE FOR HUMAN OCCUPANCY; and,

WHEREAS, the current Casper Code in Sections 15.02.010 et. seq. addresses one and two family dwellings; and,

WHEREAS, the current Casper Code in Sections 15.04.010 et. seq. addresses structures other than one and two family dwellings;

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING:

SECTION 1:

Section 15.02.120 of the Casper Municipal Code is created to define and control unsafe structures:

[1] **Unsafe Structures.** An unsafe structure is one that is found to be dangerous to the life, health, property or safety of the public or the occupants of the structure by not providing minimum safeguards to protect or warn occupants in the event of fire, or because the structure contains unsafe equipment or is so damaged, decayed, dilapidated, structurally unsafe or of such faulty construction or unstable foundation, that partial or complete collapse is possible.

[2] **Conditions.** Structures or existing equipment that are or hereafter become unsafe, unsanitary or deficient because of inadequate means of egress, inadequate light, ventilation, or which constitute a fire hazard, or are otherwise dangerous to human life or the public welfare, or that involve illegal or improper occupancy or hazardous maintenance as defined herein, shall be deemed unsafe. Unsafe structures shall be taken down and removed or made safe, as the building official deems necessary and as provided for in this section.

A. Inadequate means of egress. Means a safe, continuous and unobstructed path of travel shall be provided from any point in a building or structure to the public way. Means of egress shall comply with the International Fire Code. Locked doors shall be able to be readily opened from the side from which egress is to be made without the use of keys, special knowledge or effort, except where permitted by the International Building Code. Emergency escape openings shall be maintained in accordance with the code in effect at the time of construction.

B. Multi-Family Egress Lighting. Every common hall and stairway in residential multi-family occupancies shall be lighted at all times. Interior and exterior means of egress, stairways shall be illuminated at all times with not less than 1-foot candle at floors, landings and treads.

- C. Ventilation. Every habitable space shall be ventilated by natural or mechanical means. Natural ventilation means each habitable space shall have not less than one operable window. Mechanical ventilation requires supply and return or exhaust air be provided by approved equipment and produce equal amounts of supply and return or exhaust air. Bathrooms, toilet rooms, closets, halls, storage or utility spaces, and similar areas are not considered habitable spaces.
- D. Fire Hazard - multi-family dwellings and rental units. The required fire resistant-rated construction, including walls, fire stops, shaft enclosures, partitions, smoke barriers, floors, ceilings and sprayed fire resistant materials shall be maintained to limit the spread of fire and smoke. Existing Fire protection systems shall be inspected and maintained. Smoke alarms shall be installed and maintained in institutional and residential dwellings where required. Carbon Monoxide alarms shall be installed and maintained when applicable.
- E. Heating Facilities. Dwellings shall be provided with an approved heating appliance such as a furnace or boiler capable of maintaining a room temperature of 68 degrees Fahrenheit in all habitable rooms, bathrooms, and toilet rooms. Cooking appliances shall not be used, nor shall portable unvented fuel burning space heaters be used, as a means to provide required heating. Electrical space heaters are allowed for supplemental heat only.
- Exception: Fuel burning space heaters shall be allowed for emergency use only, until repairs are complete on the required approved heating appliance.
- F. Electrical System Hazards. Where it is found that the electrical system in a structure constitutes a hazard to the occupants or the structure by reason of inadequate service, improper fusing, insufficient receptacles and lighting outlets, improper wiring or installation, deterioration or damage, or for similar reasons, the code official shall require the defects to be corrected to eliminate the hazard.
- G. Water system. Every sink, lavatory, bathtub or shower, drinking fountain, water closet or other plumbing fixture shall be properly connected to either a public water system or to an approved private water system. Kitchen sinks, lavatories, laundry facilities, bathtubs and showers shall be supplied with hot or tempered and cold running water in accordance with the International Plumbing Code.
- H. Sanitary Drainage. Plumbing fixtures shall be properly connected to either a public sewer system or to an approved private sewage septic system. Every plumbing stack, vent, waste and sewer line shall function properly and be kept free from obstructions, leaks and defects. Prohibited: Sanitary waste shall not be collected, stored or disposed of on any property other than as referenced herein.
- I. A vacant structure that is not secured against entry shall be deemed unsafe.

[3] **Structures unfit for human occupancy.** A structure is unfit for human occupancy whenever the code official finds that such structure is unsafe, unlawful or, because of the degree to which the structure is in disrepair or lacks maintenance, is unsanitary, vermin or rat infested, contains filth and contamination, or lacks ventilation, illumination, sanitary or heating facilities or other essential equipment required by ordinance or code, or because the location of the structure or the facility or equipment within the structure constitutes a hazard to the occupants of the structure or to the public.

[4] **Unlawful Structure.** An unlawful structure is one found whole or in part to be occupied by more persons than permitted by code, or was erected, altered or occupied contrary to law.

**SECTION 2:**

**Section 15.04.070 – Section 105.1 is amended to read:**

**Section 105.1 – Structures Unsafe for Human Occupancy**

[1] **Unsafe Structures.** An unsafe structure is one that is found to be dangerous to the life, health, property or safety of the public or the occupants of the structure by not providing minimum safeguards to protect or warn occupants in the event of fire, or because the structure contains unsafe equipment or is so damaged, decayed, dilapidated, structurally unsafe or of such faulty construction or unstable foundation, that partial or complete collapse is possible.

[2] **Conditions.** Structures or existing equipment that are or hereafter become unsafe, unsanitary or deficient because of inadequate means of egress, inadequate light, ventilation, or which constitute a fire hazard, or are otherwise dangerous to human life or the public welfare, or that involve illegal or improper occupancy or hazardous maintenance as defined herein, shall be deemed unsafe. Unsafe structures shall be taken down and removed or made safe, as the building official deems necessary and as provided for in this section.

- A. Inadequate means of egress. Means a safe, continuous and unobstructed path of travel shall be provided from any point in a building or structure to the public way. Means of egress shall comply with the International Fire Code. Locked doors shall be able to be readily opened from the side from which egress is to be made without the use of keys, special knowledge or effort, except where permitted by the International Building Code. Emergency escape openings shall be maintained in accordance with the code in effect at the time of construction.
- B. Multi-Family Egress Lighting. Every common hall and stairway in residential multi-family occupancies shall be lighted at all times. Interior and exterior means of egress, stairways shall be illuminated at all times with not less than 1-foot candle at floors, landings and treads.
- C. Ventilation. Every habitable space shall be ventilated by natural or mechanical means. Natural ventilation means each habitable space shall have not less than one operable window. Mechanical ventilation requires supply and return or exhaust air be provided by approved equipment and produce equal amounts of supply and return or exhaust air.

Bathrooms, toilet rooms, closets, halls, storage or utility spaces, and similar areas are not considered habitable spaces.

D. Fire Hazard - multi-family dwellings and rental units. The required fire resistant-rated construction, including walls, fire stops, shaft enclosures, partitions, smoke barriers, floors, ceilings and sprayed fire resistant materials shall be maintained to limit the spread of fire and smoke. Existing Fire protection systems shall be inspected and maintained. Smoke alarms shall be installed and maintained in institutional and residential dwellings where required. Carbon Monoxide alarms shall be installed and maintained when applicable.

E. Heating Facilities. Dwellings shall be provided with an approved heating appliance such as a furnace or boiler capable of maintaining a room temperature of 68 degrees Fahrenheit in all habitable rooms, bathrooms, and toilet rooms. Cooking appliances shall not be used, nor shall portable unvented fuel burning space heaters be used, as a means to provide required heating. Electrical space heaters are allowed for supplemental heat only.

Exception: Fuel burning space heaters shall be allowed for emergency use only, until repairs are complete on the required approved heating appliance.

F. Electrical System Hazards. Where it is found that the electrical system in a structure constitutes a hazard to the occupants or the structure by reason of inadequate service, improper fusing, insufficient receptacles and lighting outlets, improper wiring or installation, deterioration or damage, or for similar reasons, the code official shall require the defects to be corrected to eliminate the hazard.

G. Water system. Every sink, lavatory, bathtub or shower, drinking fountain, water closet or other plumbing fixture shall be properly connected to either a public water system or to an approved private water system. Kitchen sinks, lavatories, laundry facilities, bathtubs and showers shall be supplied with hot or tempered and cold running water in accordance with the International Plumbing Code.

H. Sanitary Drainage. Plumbing fixtures shall be properly connected to either a public sewer system or to an approved private sewage septic system. Every plumbing stack, vent, waste and sewer line shall function properly and be kept free from obstructions, leaks and defects. Prohibited: Sanitary waste shall not be collected, stored or disposed of on any property other than as referenced herein.

I. A vacant structure that is not secured against entry shall be deemed unsafe.

[3] **Structures unfit for human occupancy.** A structure is unfit for human occupancy whenever the code official finds that such structure is unsafe, unlawful or, because of the degree to which the structure is in disrepair or lacks maintenance, is unsanitary, vermin or rat infested, contains filth and contamination, or lacks ventilation, illumination, sanitary or heating facilities or other essential equipment required by ordinance or code, or because the location of the structure or the

facility or equipment within the structure constitutes a hazard to the occupants of the structure or to the public.

[4] **Unlawful Structure.** An unlawful structure is one found whole or in part to be occupied by more persons than permitted by code, or was erected, altered or occupied contrary to law.

[5] **Unlawful Activity.** It shall be unlawful for any person, firm, or corporation to erect, construct, enlarge, alter, repair, move, improve, remove, convert, demolish, equip, use, occupy, or maintain any building or structure in the city, or cause or permit the same to be done, in violation of this code.

SECTION 3:

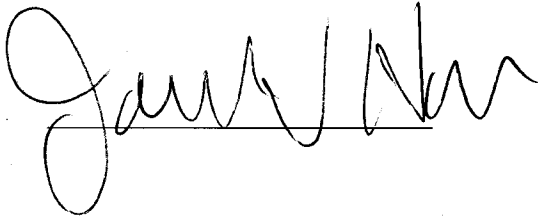
This ordinance shall be in full force and effect from and after passage on three readings and publication.

PASSED ON 1<sup>st</sup> reading the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

PASSED ON 2<sup>nd</sup> reading the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

PASSED, APPROVED, and ADOPTED on the 3<sup>rd</sup> and final reading the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

APPROVED AS TO FORM:



ATTEST:

\_\_\_\_\_

Fleur D. Tremel  
City Clerk

CITY OF CASPER, WYOMING

A Municipal Corporation

\_\_\_\_\_

Steven K. Freel  
Mayor

May 1, 2020

MEMO TO: J. Carter Napier, City Manager

FROM: Liz Becher, Community Development Director

SUBJECT: Consideration of an Ordinance Approving a Zone Change of Lots 344 and 345, Kenwood Addition Subdivision, from R-2 (One Unit Residential) to C-2 (General Business)

Meeting Type & Date:

Regular Council Meeting, May 19, 2020

Action Type:

Public Hearing and First Reading of an Ordinance

Recommendation:

That Council, by ordinance, approve a zone change of Lots 344 and 345, Kenwood Addition Subdivision, located at the southwest corner of East 12<sup>th</sup> Street and South Melrose Street, from zoning classification R-2 (One Unit Residential) to C-2 (General Business).

Summary:

Application has been received for a requested zoning classification change of two vacant lots located at the southwest corner of East 12<sup>th</sup> Street and South Melrose Street, from zoning classification R-2 (One Unit Residential), to zoning classification C-2 (General Business). Surrounding land uses in the area include residential, commercial, and a church directly abutting the subject properties on the south. Existing zoning adjacent to the subject property is as follows:

- North – C-2 (General Business);
- South – C-2 (General Business);
- East – OB (Office Business);
- West – R-2 (One Unit Residential).

The reason given by the applicant for the requested zone change is to allow for the development of the property as a drive-thru coffee shop. The applicant has not yet developed a site plan for the property, pending the outcome of the zone change request.

Section 17.12.170 of the Casper Municipal Code requires that staff review zoning applications in the context of the approved Comprehensive Land Use Plan, and provide a recommendation to the Planning and Zoning Commission and City Council as to how the zone change is either supported, or not supported. The Generation Casper Comprehensive Plan provides a Future Land Use Plan (FLU), which is found in Chapter Four (4), on Page 4-26. The FLU is an illustrative map that identifies the physical distribution of land uses, and forms the basis for future zoning and land use regulations. The subject property is located in an area along East 12<sup>th</sup> Street

designated as a “neighborhood center.” Page 4-32 of the Plan provides general characteristics of areas designated as neighborhood centers, which typically include low-scale commercial uses and supporting multifamily residential. A rezone of the property to C-2 (General Business), and the development of the property as a small commercial coffee shop, would be in keeping with the land uses envisioned under “neighborhood centers.”

For the Council’s reference, Section 17.68.020 of the Municipal Code is listed below to illustrate the land uses that are permitted in the proposed C-2 (General Business) zoning district.

1. Animal clinics and animal treatment centers;
2. Apartments located within a business structure;
3. Arcades/amusement centers;
4. Assisted living;
5. Automobile park, sales area or service center;
6. Automobile service stations;
7. Banks, savings and loans, and finance companies;
8. Bars, taverns, retail liquor stores, and cocktail lounges;
9. Bed and breakfast;
10. Bed and breakfast homestay;
11. Bed and breakfast inn;
12. Business, general retail;
13. Chapels and mortuaries;
14. Churches;
15. Clubs or lodges;
16. Convenience establishment, medium volume;
17. Dance studios;
18. Day care, adult;
19. Child care center;
20. Family child care center—zoning review;
21. Family child care home;
22. Family child care home—zoning review;
23. Electrical, television, radio repair shops;
24. Gaming/gambling;
25. Grocery stores;
26. Group homes;
27. Homes for the homeless (emergency shelters);
28. Hotels, motels;
29. Neighborhood groceries;
30. Offices, general and professional;
31. Pet shops;
32. Medical laboratories, clinics, health spas, rehabilitation centers, real estate brokers, insurance agents;



33. Parking garages and/or lots;
34. Parks, playgrounds, historical sites, golf courses, and other similar recreational facilities;
35. Pawn shops;
36. Personal service shops;
37. Pharmacies;
38. Printing and newspaper houses;
39. Reception centers;
40. Recreation centers;
41. **Restaurants, cafes, and coffee shops;**
42. Retail business;
43. Sundry shops and specialty shops;
44. Theaters, auditoriums, and other places of indoor assembly;
45. Thrift shops;
46. Vocational centers, medical and professional institutions;
47. Neighborhood assembly uses;
48. Regional assembly uses;
49. Branch community facilities;
50. Neighborhood grocery;
51. Conventional site-built and modular single and multifamily dwellings and "manufactured homes" meeting the definition and standards set forth in Section 17.08.010.

The Planning and Zoning Commission voted to unanimously support the zone change after a public hearing on April 16, 2020. Prior to the meeting, two (2) public comments were submitted to the Planning and Zoning Commission, one in favor, and one neutral. No public comments were submitted at the meeting. A notice of public hearing will be published in the Casper Star-Tribune advertising the City Council public hearing. All public hearings are also advertised on the Council agenda page of the City's website ([casperwy.gov](http://casperwy.gov)), and notices are mailed to all property owners within three hundred (300) feet.

Financial Considerations:

Not applicable

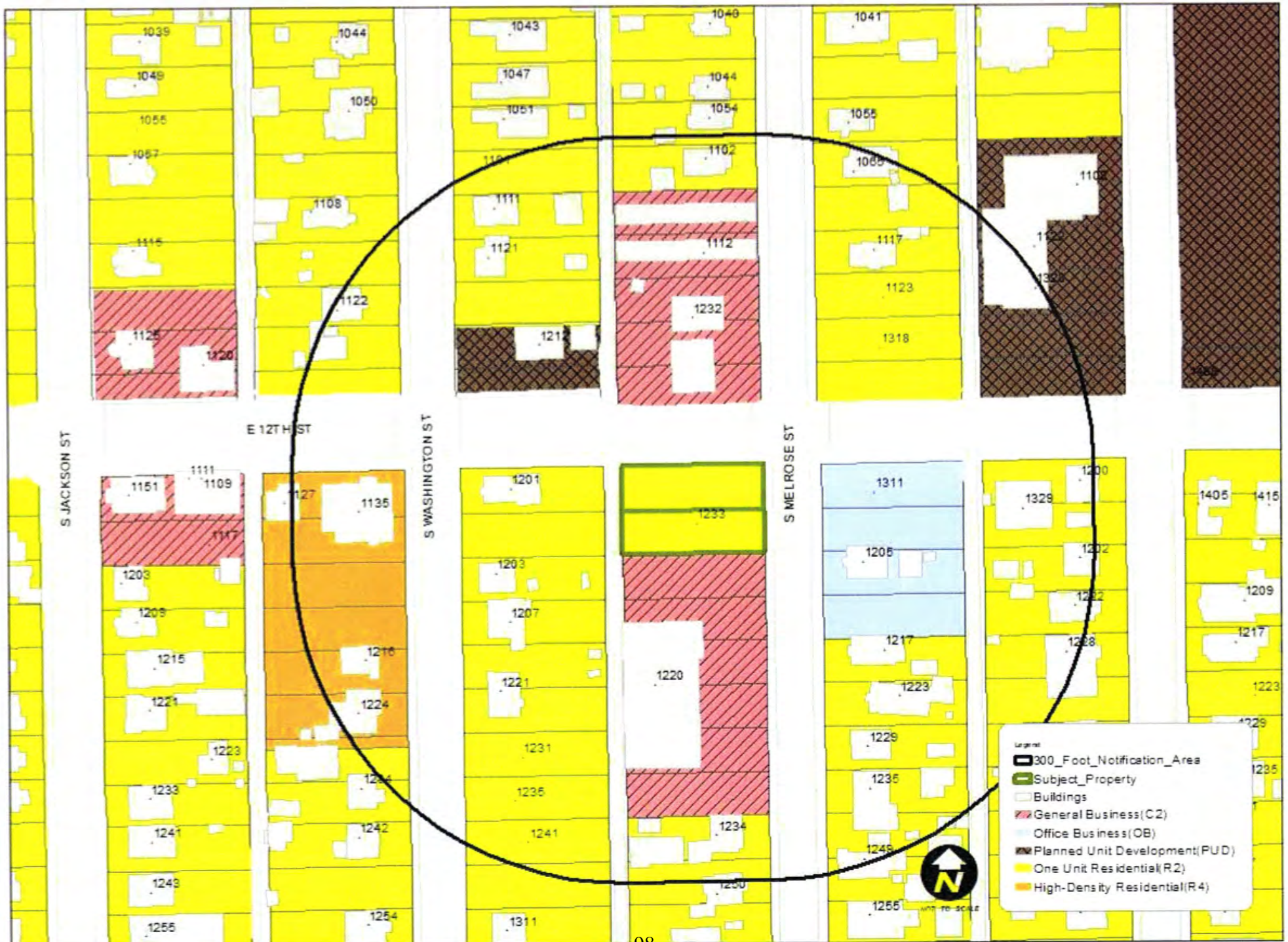
Oversight/Project Responsibility:

Craig Collins, AICP, City Planner, is tasked with processing zone changes

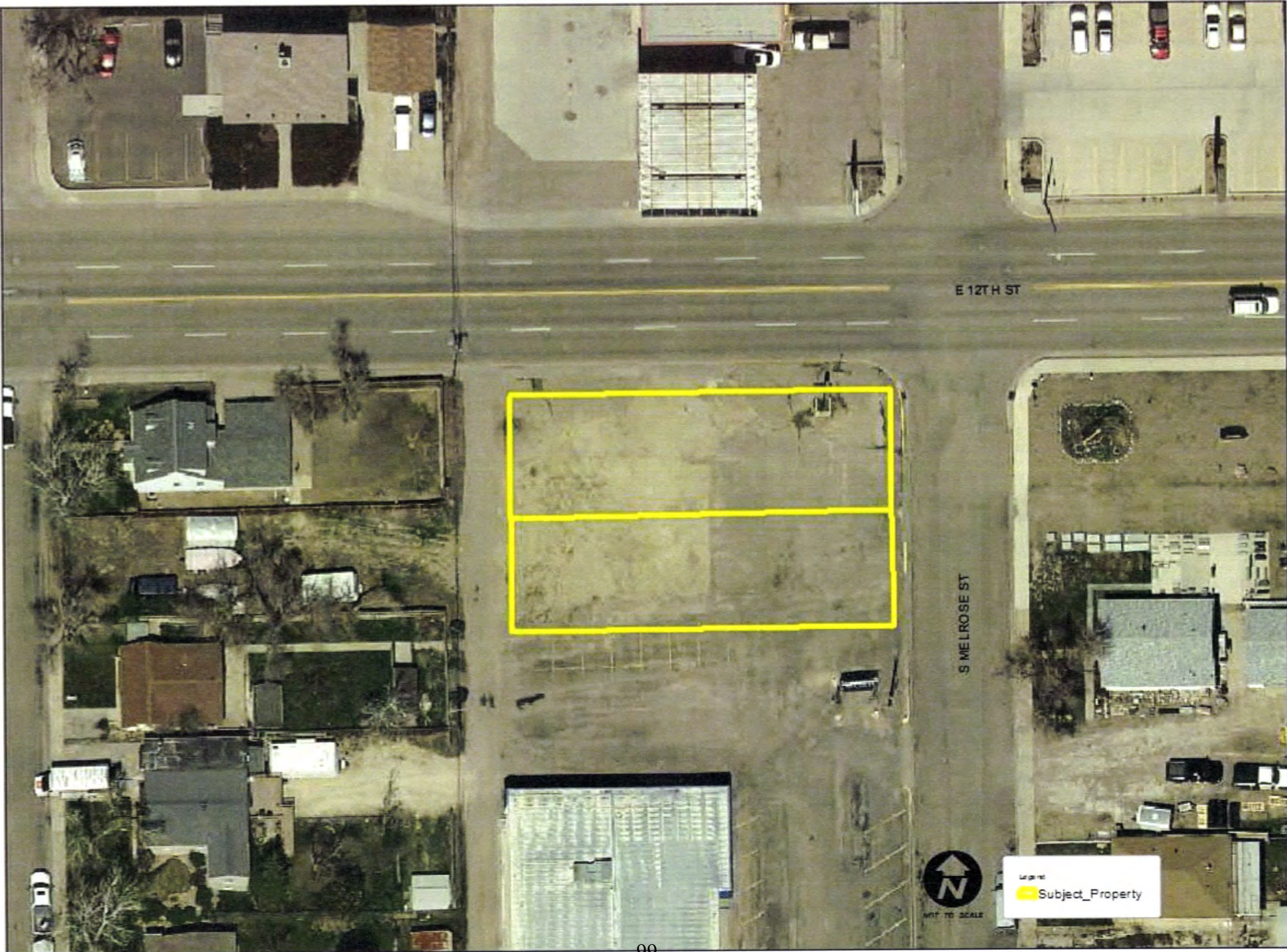
Attachments:

Zoning Map  
 Aerial Map  
 Future Land Use Map  
 Public Comment Letters  
 Planning Commission Packet Materials  
 Ordinance

# Proposed Zone Change to C-2 (General Business)



# Proposed Zone Change to C-2 (General Business)





## Dee Ann Hardy

---

**From:** Rod Weikum <prsolutionz@aol.com>  
**Sent:** Sunday, April 05, 2020 8:37 AM  
**To:** Dee Ann Hardy  
**Cc:** WEIKUMDACPAM@aol.com  
**Subject:** zoning changes

PLN-20-013-Z

Though I have no objections to the zoning change and think that will be a good use of the property, main well traveled street, I am not crazy about the timing of your hearing.

I beleive that a postponed hearing where attendance and additional comments would give the appearance of transparency.

At the very least, a longer comment time. During this time, all things considered, people have a lot on their minds and may not have the time to focus on comments on the change.

Not every one will have access to the electronic viewing and communication options you have provided. I do see the effort you have made to provide those.

please take time, real time to think and discuss this.

Thanks  
Rod Weikum  
Melrose mini warehouse  
1112 So Melrose  
Casper, Wy.

**Dee Ann Hardy**

---

**From:** seanbarbseano@juno.com  
**Sent:** Tuesday, April 07, 2020 11:24 AM  
**To:** Dee Ann Hardy  
**Subject:** Zoning Change PLN-20-013-Z


Dear Zoning Commission,

My business is almost directly across from the requested zoning change.  
I am in favor of the zoning change to General Business.  
Thanks,

Sean F. Ellis, DDS

April 10, 2020

MEMO TO: Bob King, Chairman  
Members of the Planning and Zoning Commission

FROM: Liz Becher, Community Development Director   
Craig Collins, AICP, City Planner

SUBJECT: **PLN-20-013-Z** – Petition for a zone change of Lots, 344 and 345, Kenwood Addition, located at the southwest corner of East 12<sup>th</sup> and South Melrose Streets, from zoning classification R-2 (One Unit Residential), to zoning classification C-2 (General Business), to allow for the construction of a coffee shop. Applicant: Grit Line, LLC.

Recommendation:

If, after hearing public testimony, and considering the facts of the case, the Planning and Zoning Commission finds that the proposed zone change meets the minimum requirements of the Casper Municipal Code, and is in conformance with the Comprehensive Land Use Plan, staff would recommend approval of the zone change, with a “do pass” recommendation to the City Council.

Code Compliance:

Staff has completed all public notice requirements of Section 17.12.170 of the Casper Municipal Code pertaining to zone changes, including notification of property owners within 300 feet by first class mail, posting a sign on the property, and publishing legal notice in the Casper Star-Tribune. **At the time that the staff report was prepared, staff has received two (2) public comments on this case.**

Summary:

Application has been received for a requested zoning classification change of two vacant lots located at the southwest corner of East 12<sup>th</sup> Street and South Melrose Street, from zoning classification R-2 (One Unit Residential), to zoning classification C-2 (General Business). Surrounding land uses in the area include residential, commercial, and a church directly abutting the subject properties on the south. Existing zoning adjacent to the subject property is as follows:

- North – C-2 (General Business);
- South – C-2 (General Business);
- East – OB (Office Business);
- West – R-2 (One Unit Residential).

The reason given by the applicant for the requested zone change is to allow for the development of the property as a drive-thru coffee shop. The applicant has not yet developed a site plan for the property, pending the outcome of the zone change request.

Section 17.12.170 of the Casper Municipal Code requires that staff review zoning applications in the context of the approved Comprehensive Land Use Plan, and provide a recommendation to the Planning and Zoning Commission and City Council as to how the zone change is either supported, or not supported. The Generation Casper Comprehensive Plan provides a Future Land Use Plan (FLU), which is found in Chapter Four (4), on Page 4-26. The FLU is an illustrative map that identifies the physical distribution of land uses, and forms the basis for future zoning and land use regulations. The subject property is located in an area along East 12<sup>th</sup> Street designated as a “neighborhood center.” Page 4-32 of the Plan provides general characteristics of areas designated as neighborhood centers, which typically include low-scale commercial uses and supporting multifamily residential. A rezone of the property to C-2 (General Business), and the development of the property as a small commercial coffee shop, would be in keeping with the land uses envisioned under “neighborhood centers.”

For the Commission’s reference, Section 17.68.020 of the Municipal Code is listed below to illustrate the land uses that are permitted in the proposed C-2 (General Business) zoning district.

1. Animal clinics and animal treatment centers;
2. Apartments located within a business structure;
3. Arcades/amusement centers;
4. Assisted living;
5. Automobile park, sales area or service center;
6. Automobile service stations;
7. Banks, savings and loans, and finance companies;
8. Bars, taverns, retail liquor stores, and cocktail lounges;
9. Bed and breakfast;
10. Bed and breakfast homestay;
11. Bed and breakfast inn;
12. Business, general retail;
13. Chapels and mortuaries;
14. Churches;
15. Clubs or lodges;
16. Convenience establishment, medium volume;
17. Dance studios;
18. Day care, adult;
19. Child care center;
20. Family child care center—zoning review;
21. Family child care home;
22. Family child care home—zoning review;
23. Electrical, television, radio repair shops;



24. Gaming/gambling;
25. Grocery stores;
26. Group homes;
27. Homes for the homeless (emergency shelters);
28. Hotels, motels;
29. Neighborhood groceries;
30. Offices, general and professional;
31. Pet shops;
32. Medical laboratories, clinics, health spas, rehabilitation centers, real estate brokers, insurance agents;
33. Parking garages and/or lots;
34. Parks, playgrounds, historical sites, golf courses, and other similar recreational facilities;
35. Pawn shops;
36. Personal service shops;
37. Pharmacies;
38. Printing and newspaper houses;
39. Reception centers;
40. Recreation centers;
41. **Restaurants, cafes, and coffee shops;**
42. Retail business;
43. Sundry shops and specialty shops;
44. Theaters, auditoriums, and other places of indoor assembly;
45. Thrift shops;
46. Vocational centers, medical and professional institutions;
47. Neighborhood assembly uses;
48. Regional assembly uses;
49. Branch community facilities;
50. Neighborhood grocery;
51. Conventional site-built and modular single and multifamily dwellings and "manufactured homes" meeting the definition and standards set forth in Section 17.08.010.



# City of Casper Planning Division

## Zone Change Application

### OWNER/PETITIONER'S INFORMATION:

NAME: Grit Line LLC  
ADDRESS: 5865 Bell Valley Rd Casper, WY 82404  
TELEPHONE: 307-267-4286 EMAIL: fredkuck@yahoo.com

PETITION THE CITY TO REZONE THE FOLLOWING DESCRIBED REAL PROPERTY:

LEGAL DESCRIPTION: Kenwood Lots 344-343

STREET ADDRESS: \_\_\_\_\_

FROM EXISTING ZONING DISTRICT: R-2

TO PROPOSED ZONING DISTRICT: C-2

UPON THE REZONING OF THE ABOVE DESCRIBED REAL PROPERTY, I (WE) PROPOSE TO USE THE PROPERTY FOR THE FOLLOWING PURPOSES (BRIEF STATEMENT OF FACTS AND JUSTIFICATION FOR REZONING):

We would like to use the lots for a coffee shop

The following owner's signature, or agent, signifies that all information on the application is accurate and correct to the best of the owner's knowledge, and that the owner has thoroughly read and understands all application information and requirements.

SIGNATURE OF PROPERTY OWNER: [Signature] (member of Grit Line LLC)

SIGNATURE OF PROPERTY OWNER: \_\_\_\_\_

DATE: 3-13-20

SUBMIT TO:  
Community Development Department  
Planning Division  
200 N David, RM 203  
Casper, WY 82601  
Phone: 307-235-8241  
Fax: 307-235-8362  
www.casperwy.gov  
E-mail: dhardy@cityofcasperwy.com

- COMPLETE SUBMITTAL NEEDS TO INCLUDE:
- COMPLETED APPLICATION INCLUDING ORIGINAL SIGNATURES
  - PROOF OF OWNERSHIP
  - \$750 APPLICATION FEE (NON-REFUNDABLE)

FOR OFFICE USE ONLY:  
DATE SUBMITTED:  
3/13/20  
REC'D BY: ch

ORDINANCE NO.13-20

AN ORDINANCE APPROVING A ZONE CHANGE OF LOTS 344 AND 345, KENWOOD ADDITION SUBDIVISION IN THE CITY OF CASPER, WYOMING.

WHEREAS, an application has been made to rezone Lots 344 and 345, Kenwood Addition Subdivision in the City of Casper, located at the southwest corner of East 12<sup>th</sup> Street and South Melrose Street, from zoning classification R-2 (One Unit Residential) to C-2 (General Business); and,

WHEREAS, after a public hearing on April 16, 2020, the City of Casper Planning and Zoning Commission passed a motion recommending that City Council approve the zone change request; and,

WHEREAS, the governing body of the City of Casper finds that the above described zone change should be approved.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING:

SECTION 1:

Lots 344 and 345, Kenwood Addition, are hereby rezoned from R-2 (One Unit Residential) to C-2 (General Business).

SECTION 2:

This ordinance shall be in full force and effect from and after passage on three readings and publication pursuant to law.

PASSED on 1st reading the \_\_\_\_ day of \_\_\_\_\_, 2020.

PASSED on 2nd reading the \_\_\_\_ day of \_\_\_\_\_, 2020.

PASSED, APPROVED, AND ADOPTED on 3rd and final reading the day of \_\_\_\_\_, 2020.

APPROVED AS TO FORM:

*Walter Street*

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Fleur Tremel  
City Clerk

\_\_\_\_\_  
Steven K. Freel  
Mayor

May 6, 2020

MEMO TO: J. Carter Napier, City Manager *JCN*

FROM: Liz Becher, Community Development Director *lb*

SUBJECT: Public Hearing for Consideration of a Vacation and Replat of Lot 1, Block 1, Cemetery Addition, to create the Gorgan Hills Addition Subdivision, comprising 31.52-acres, more or less, generally located south of West 46<sup>th</sup> Street and east of Moose Street

Meeting Type & Date:

Regular Council Meeting, May 19, 2020

Action Type:

Public Hearing and first reading of Ordinance

Recommendation:

The City of Casper Planning and Zoning Commission recommends that Council, by ordinance, approve a vacation and replat creating the Gorgan Hills Addition Subdivision, with the following conditions:

1. The plat shall be amended to add a public cross street approximately midway through the subdivision, from Moose Street to the eastern boundary, in the vicinity of the shared lot line between proposed Lots 4 and 5, in compliance with the City's maximum block length requirements found in Section 16.16.020.
2. The plat shall be amended to dedicate the necessary right-of-way at the south end of Moose Street for the construction of a standard City cul-de-sac or turnaround, and the applicant/owner shall construct said cul-de-sac or turnaround prior to the issuance of any Certificates of Occupancy for any structures in the subdivision.

Summary:

Application has been made to vacate the unimproved Cemetery Addition, located south of the Wolf Creek neighborhood, and to replat it as the Gorgan Hills Addition. The subject property comprises 31.52-acres, more or less, is currently platted as a single lot, and is zoned AG (Urban Agriculture). The proposed replat is creating six (6) newly configured lots, ranging in size from two (2) acres to 10.76-acres in size. All proposed lots have frontage/access on Moose Street along the west edge of the subdivision. The minimum lot size in the AG (Urban Agriculture) zoning district is one (1) acre, when public water and sewer is available, and two (2) acres when public water and sewer is not available. Public water will only be available to approximately 1/3 of the property involved, on the northern extent of the subdivision because of the elevation of the property in relation to the maximum elevation in which the Zone 2 water system can provide service.

For the review of this case at the Planning and Zoning Commission level, staff included two recommended conditions of approval for the Commission's consideration. Section 16.16.020 of the Municipal Code limits residential block lengths to no longer than 750 feet in length, and the first recommended condition was designed to bring the subdivision into compliance with that block length requirement by requiring the addition of multiple cross streets to the plat. The purpose of the limitation on block length in the Municipal Code is to ensure that adequate cross streets are available to provide multiple points of access, disperse traffic, accommodate future development/expansion, and provide redundant utility connection points. Moose Street, the only access to this subdivision, is over 2,000 feet in length, with no proposed cross streets through the subdivision to access the land located to the east in the future. The land to the east of the subdivision is currently State of Wyoming Public Land, with no immediate plans to develop; however, the Summit Addition, located north east of the subject area, platted/provided two (2) points of access into the area, Whitney Drive and Camel Back Drive, in anticipation of the future need for access through the area, and in compliance with the Municipal Code. Section 16.16.020 allows the City Council to approve block lengths greater than 750 feet in length, only when justified by topography, or if shorter block lengths are not practical because of impediments such as parks, railroads or other existing physical features.

The applicant has requested relief from the maximum block length requirement citing steep topography and increased cost as making the construction of the streets impractical. Although the terrain is hilly, the Municipal Code allows public streets to be constructed with up to a maximum of a fifteen (15) percent grade, which makes the construction of a street feasible in this instance. Although only the City Council can provide the requested relief, allowing a deviation from the Municipal Code design standards, the Planning and Zoning Commission considered the recommendation, and amended it to suggest that rather than dedicating and constructing 2-3 cross streets, as the Municipal Code would strictly require, as a compromise, the applicant should only be required to construct a single-cross street, as justified by the relatively low density/large lot nature of the subdivision. The Commission felt that with the construction of a single, mid-point cross street, the intent of the Code would be met, adequate access to the east would be provided, and the applicant would see a significant relief from the "burden" of constructing 2-3 streets.

Staff's second recommended condition of approval to the Planning and Zoning Commission was regarding Section 16.16.020(Q), which requires that all dead end streets and cul-de-sacs be less than 600 feet in length, and also requires that all dead end streets must have a turnaround at the end (cul-de-sac) with a minimum radius of fifty (50) feet. Although the Moose Street right-of-way was platted and dedicated many years ago, the replat under consideration now would trigger the requirement to bring the street up to current design standards for City streets. Again, only the City Council has the authority to provide relief from these requirements, thus allowing a dead-end road in excess of 600 feet in length without a cul-de-sac or other approved turn around at the end. At the meeting, the applicant stated that they would comply with the turnaround requirement; however, they are still requesting relief from the limitation on the maximum length

of a dead-end street. The Planning and Zoning Commission agreed with staff's second recommended condition, as written, and is forwarding it on to the Council unchanged.

Depending on the Council's decision as to whether or not to allow the applicant relief from standard City subdivision design standards, any changes or amendments to the plat should occur prior to final approval, and the subdivision agreement will be crafted to encompass the Council's direction.

The Planning and Zoning Commission voted to support the vacation and replat, with two (2) recommended conditions, as amended, after a public hearing on April 16, 2020. Prior to the meeting, nine (9) written public comments were submitted to the Planning and Zoning Commission, two (2) written in favor, and seven (7) were either opposed, or had serious concerns. The majority of the concerns about the development centered around increased traffic, a single point of access, maintaining the public's access to public lands east and south of the subject property, and blowing dirt/erosion. At the meeting, two (2) citizens spoke, by telephone, in opposition to the development. A notice of public hearing will be published in the Casper Star-Tribune advertising the City Council public hearing. All public hearings are also advertised on the Council agenda page of the City's website ([casperwy.gov](http://casperwy.gov)), and notices are mailed to all property owners within three hundred (300) feet. As is standard procedure, the Planning and Zoning Commission public hearing was also advertised in the newspaper, mailings went out by First Class Mail to property owners within three hundred (300) feet, and a public notice sign was placed on the property.

Financial Considerations:

Not applicable

Oversight/Project Responsibility:

Craig Collins, AICP, City Planner, is tasked with processing zone changes

Attachments:

Ordinance

Zoning Map

Aerial Map 1

Aerial Map 2 (showing proposed layout according to P & Z Commission recommendation)

Proposed Plat

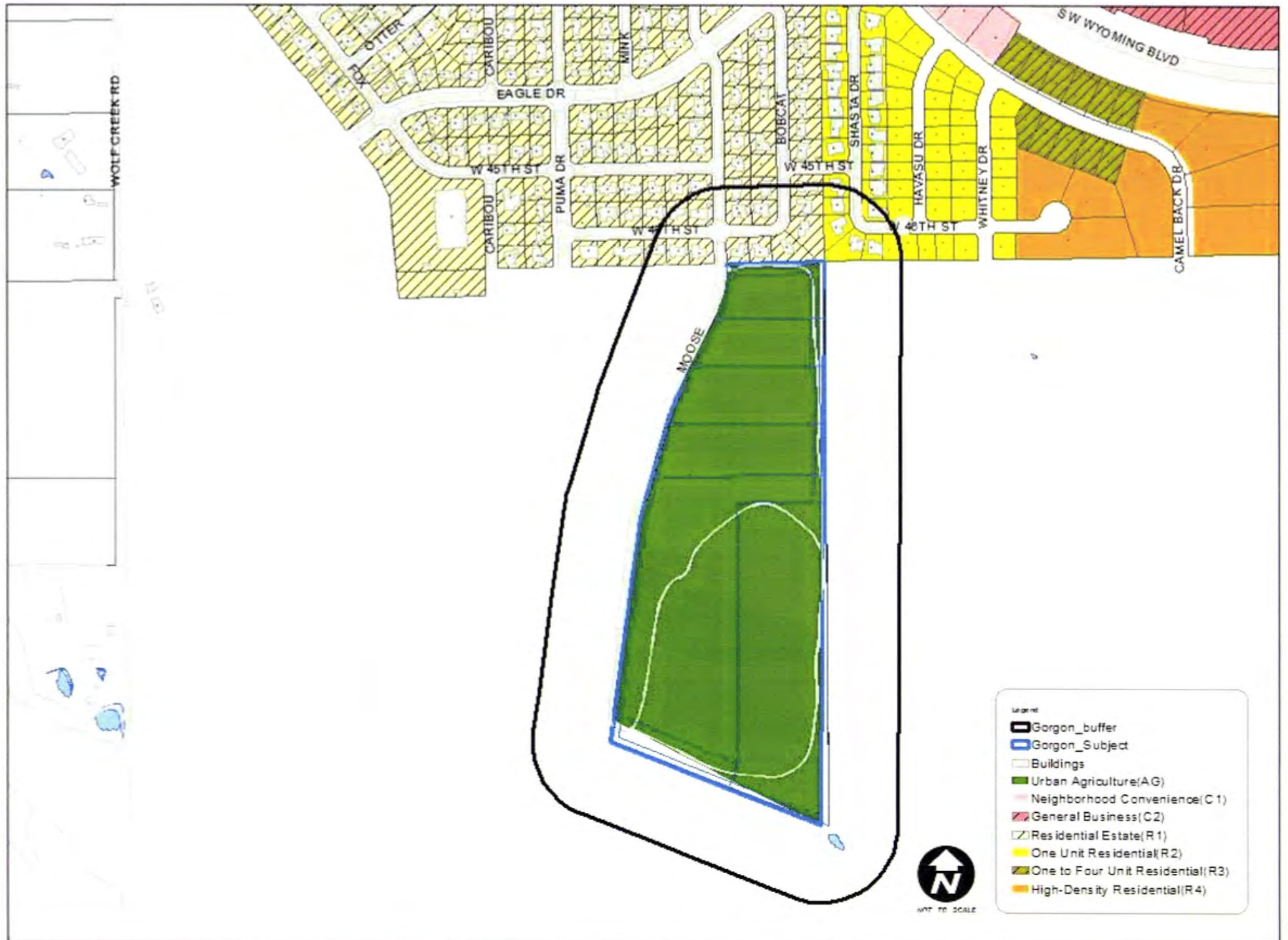
Planning and Zoning Commission staff report

Letters/Comments from neighbors

Exhibits/Materials provided by the applicant

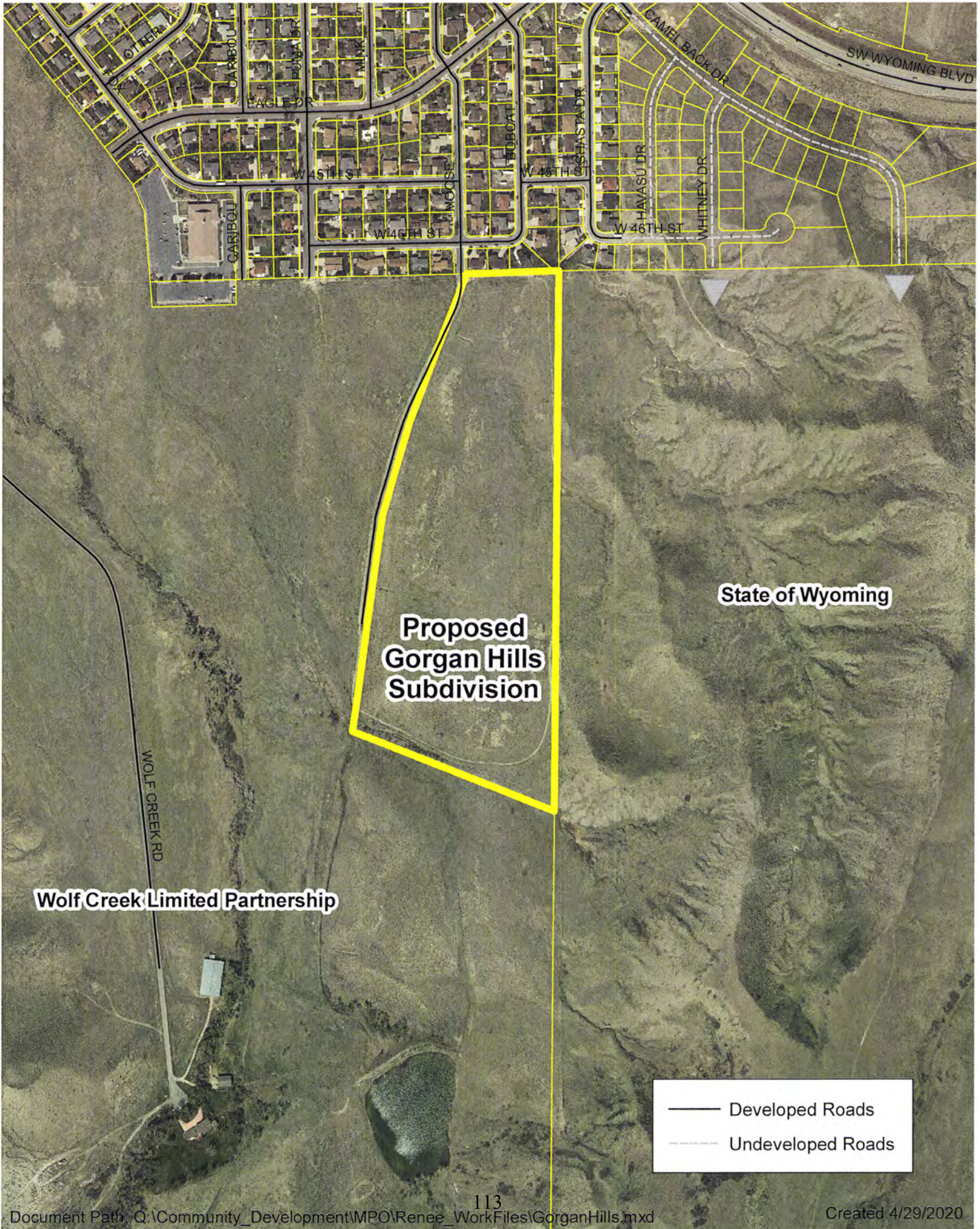
Minutes

# Proposed Gorgan Hills Subdivision

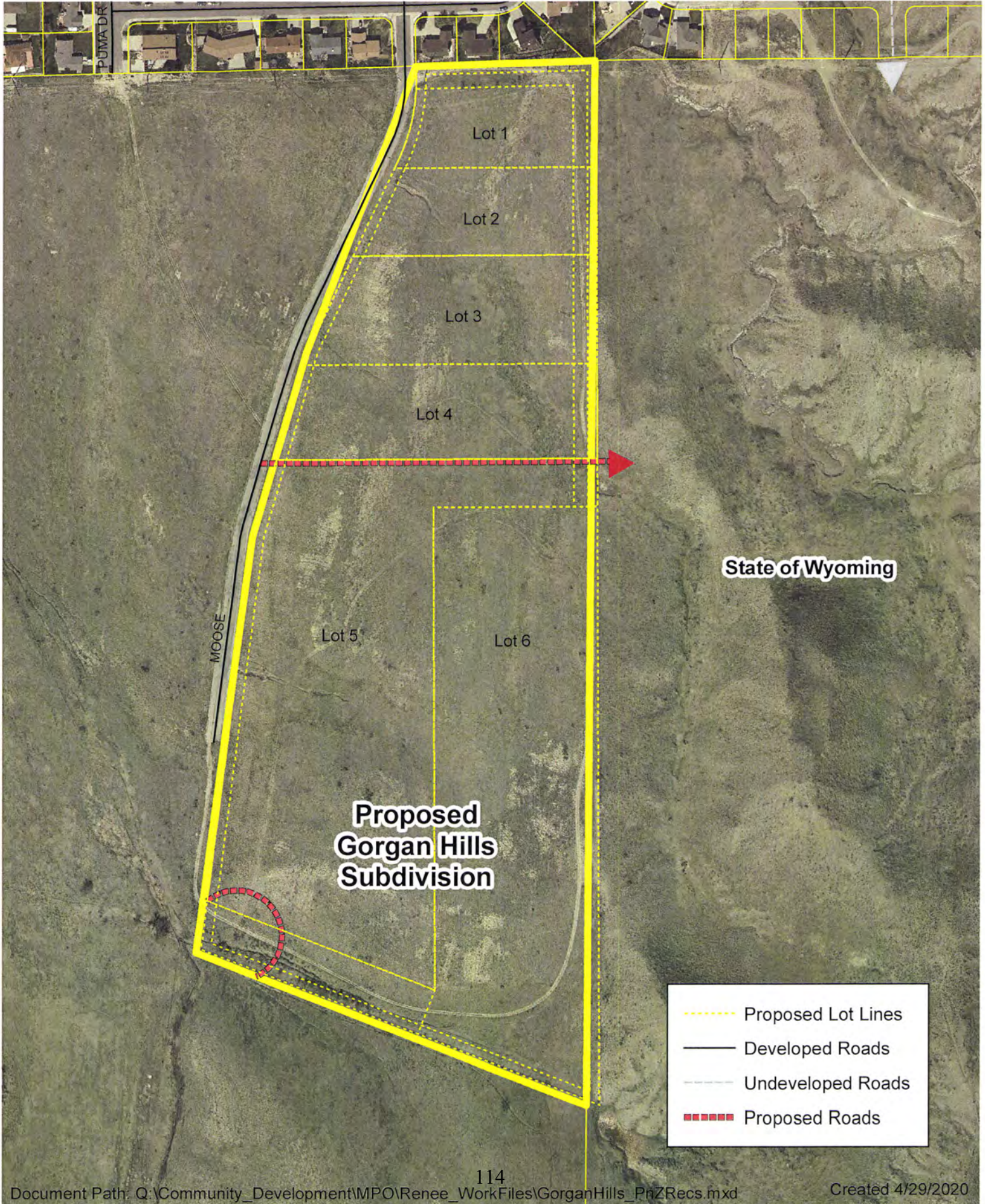


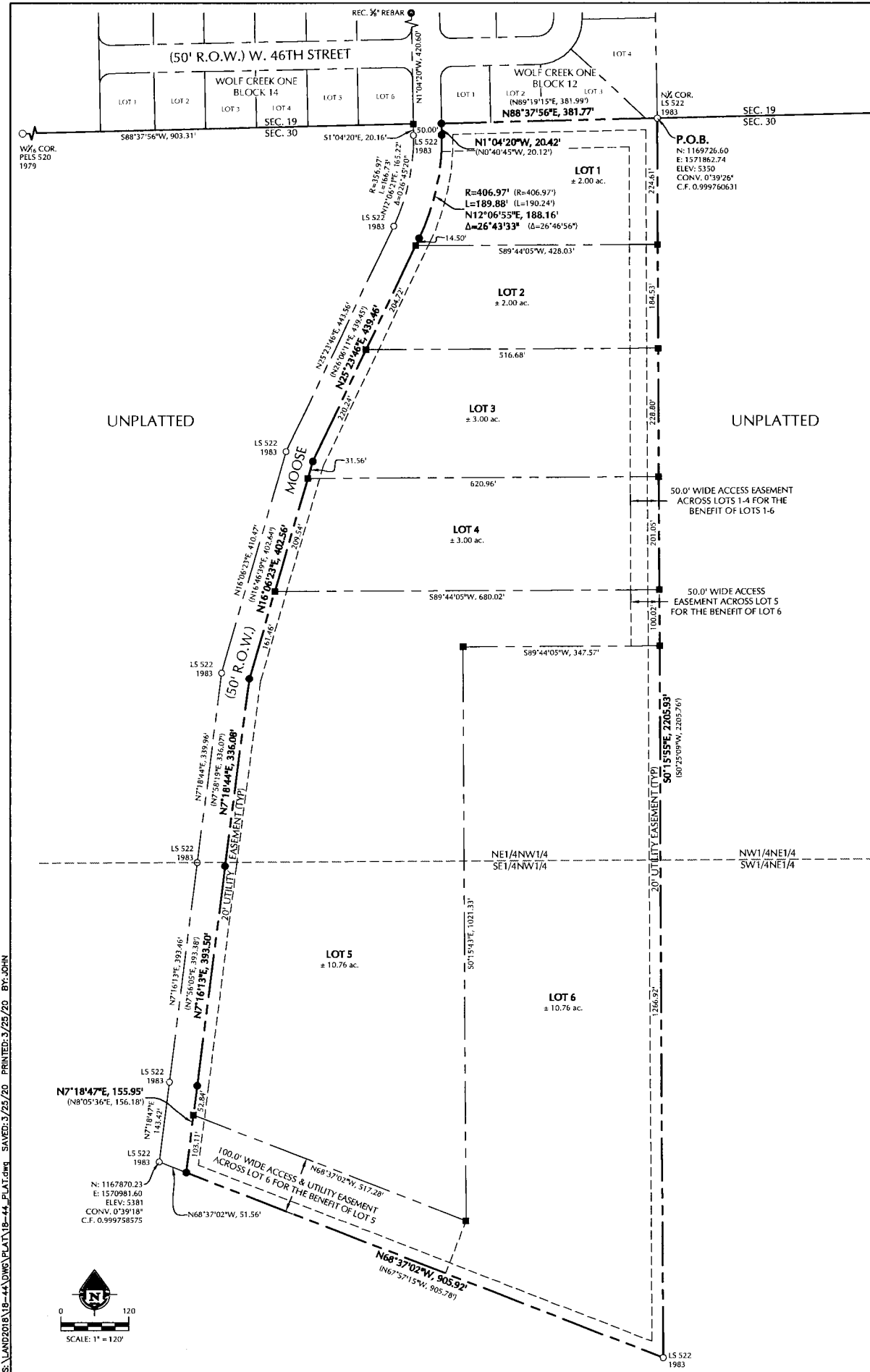


# Proposed Gorgan Hills Subdivision



# Proposed Gorgan Hills Subdivision Planning and Zoning Commission Recommendations





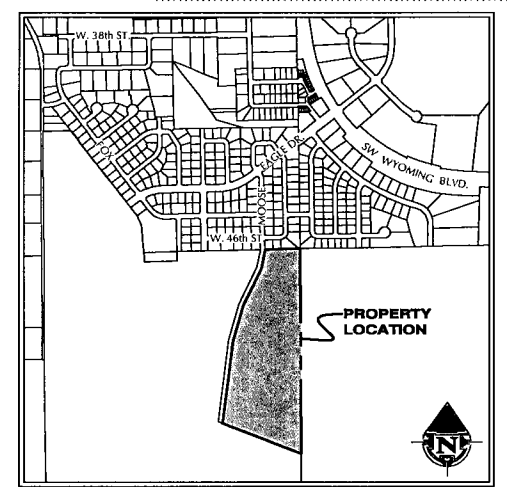
**PLAT OF**  
**"GORGAN HILLS ADDITION"**  
 TO THE CITY OF CASPER, WYOMING

**BEING A VACATION AND REPLAT OF**  
**"LOT 1, BLOCK 1, CEMETERY ADDITION"**  
 TO THE CITY OF CASPER, WYOMING

LOCATED IN THE NE1/4NW1/4 AND THE SE1/4NW1/4, SECTION 30  
 TOWNSHIP 33 NORTH, RANGE 79 WEST OF THE 6TH PRINCIPAL  
 MERIDIAN NATRONA COUNTY, WYOMING

SCALE: 1"=120'

AFFIX RECORDING LABEL HERE



VICINITY MAP  
 1" = 1000'

**CERTIFICATE OF DEDICATION**

Gorgan, LLC hereby certifies that they are the owner and proprietor of the foregoing vacation and replat of Lot 1, Block 1, Cemetery Addition to the City of Casper, Wyoming, located in and being a portion of the NE1/4NW1/4 and the SE1/4NW1/4, Section 30, Township 33 North, Range 79 West of the Sixth Principal Meridian, Natrona County, Wyoming, being more particularly described by metes and bounds as follows:

Beginning at a brass cap at the northeast corner of the Parcel being described and being the north 1/4 corner of said Section 30 and a point on the south line of Wolf Creek One; thence along the east line of said NE1/4NW1/4 and said SE1/4NW1/4, 50'15"55"E, 2205.93 feet to a brass cap at the southeast corner of said Parcel; thence along the south line of said Parcel, N68°37'02"W, 905.92 feet to the southwest corner of said Parcel and a point on the east right-of-way line of Moose; thence along the west line of said Parcel and the east right-of-way line of Moose for the next 7 calls, N7°18'47"E, 155.95 feet; thence N7°16'13"E, 393.50 feet; thence N7°18'44"E, 336.08 feet; thence N16°06'23"E, 402.56 feet; thence N25°23'46"E, 439.46 feet to a point of non-tangent curve; thence 189.88 feet along the arc of a true curve to the left having a radius of 406.97 feet, a central angle of 26°43'33", a chord bearing of N12°06'55"E, and a chord length of 188.16 feet; thence N1°04'20"W, 20.42 feet to a point on the northerly line of said Section 30 and the southwest corner of Lot 1, Block 12 of said Wolf Creek One; thence along the north line of said Section 30 and the south line of said Wolf Creek One, N88°37'56"E, 381.77 feet to the Point of Beginning.

The above described Parcel contains 31.52 acres, more or less, and is subject to any and all rights-of-way, easements, reservations, and encumbrances which have been legally acquired.

The subdivision of the forgoing described land as it appears on this plat is with the free consent and in accordance with the desire of the above named owner and proprietor. The name of said subdivision shall be known as "Gorgan Hills Addition", to the City of Casper, Wyoming. The above named owner and proprietor does hereby grant to the public and private utility companies an easement and license to locate, construct, use and maintain conduits, lines, wires and pipes, any or all of them, under, along or across the strips of land marked as utility easements as shown on this plat.

**OWNER**

Gorgan, LLC  
 3630 Ermine Circle  
 Casper, Wyoming 82604

Jessie Morgan - Managing Member, Gorgan, LLC

STATE OF WYOMING )  
 NATRONA COUNTY )

The foregoing instrument was acknowledged before me this

\_\_\_\_\_ day of \_\_\_\_\_, 2020, by:  
 Jessie Morgan - Managing Member, Gorgan, LLC

as a free and voluntary act and deed. Witness my hand and official seal. My commission expires:

NOTARY PUBLIC

**OWNER**

Gorgan, LLC  
 3630 Ermine Circle  
 Casper, Wyoming 82604

Scott Gorrie - Managing Member, Gorgan, LLC

STATE OF WYOMING )  
 NATRONA COUNTY )

The foregoing instrument was acknowledged before me this

\_\_\_\_\_ day of \_\_\_\_\_, 2020, by:  
 Scott Gorrie - Managing Member, Gorgan, LLC

as a free and voluntary act and deed. Witness my hand and official seal. My commission expires:

NOTARY PUBLIC

**APPROVALS**

APPROVED BY THE CITY OF CASPER PLANNING AND ZONING COMMISSION OF CASPER, WYOMING  
 THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020.

ATTEST: \_\_\_\_\_ SECRETARY \_\_\_\_\_ CHAIRMAN

APPROVED BY THE CITY COUNCIL OF CASPER, WYOMING BY ORDINANCE NO. \_\_\_\_\_, DULY PASSED, ADOPTED AND APPROVED  
 THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020.

ATTEST: \_\_\_\_\_ CITY CLERK \_\_\_\_\_ MAYOR

INSPECTED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020. \_\_\_\_\_ CITY ENGINEER

INSPECTED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020. \_\_\_\_\_ CITY SURVEYOR

**RECORDED**

FILED FOR RECORD IN THE OFFICE OF THE COUNTY CLERK OF NATRONA COUNTY, WYOMING THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020.

INSTRUMENT NO. \_\_\_\_\_ COUNTY CLERK

**CERTIFICATE OF SURVEYOR**

I, James F. Jones, do hereby certify that I am a professional land surveyor licensed under the laws of the State of Wyoming, that this plat is a true, correct, and complete plat of "GORGAN HILLS ADDITION" as laid out, platted, dedicated, and shown hereon, that such plat was made from an accurate survey of said property by me or under my supervision and correctly shows the location and dimensions of the lots, easements, and streets of said subdivision as the same are staked upon the ground in compliance with the City of Casper regulations governing the subdivision of land.

STATE OF WYOMING )  
 NATRONA COUNTY )

The foregoing instrument was acknowledged before me this

\_\_\_\_\_ day of \_\_\_\_\_, 2020, by:  
 James F. Jones, P.L.S.

as a free and voluntary act and deed. Witness my hand and official seal. My commission expires:

NOTARY PUBLIC

**NOTES**

1. ERROR OF CLOSURE: 1:1,086,032
2. BASIS OF BEARING: WYOMING STATE PLANE COORDINATE SYSTEM, EAST CENTRAL ZONE, NAD 1983
3. DISTANCES: U.S. SURVEY FOOT - GROUND
4. COORDINATES LISTED ARE CITY OF CASPER DATUM AND ARE GRID VALUES.
5. ELEVATIONS LISTED REFERENCE NAVD88 AND NOT INTENDED FOR USE AS BENCHMARKS.

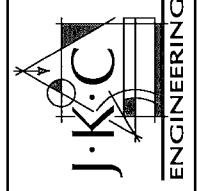


**LEGEND**

- RECOVERED BRASS CAP
- RECOVERED 5/8" REBAR
- SET 5/8" REBAR W/ALUMINUM CAP
- PLAT BOUNDARY
- - - LOT LINES
- - - EASEMENT LINES
- - - MEASURED
- - - RECORD

N52°14'56" W, 308.40'  
 (N52°14'56" W, 308.40')

ENGINEERING • SURVEYING • GIS MAPPING  
 CONSTRUCTION MANAGEMENT  
 1111 W. 2nd St., Ste 420 • Casper, Wyoming 82601  
 Ph: 307-265-4601 • Fax: 307-265-4672




PLAT OF  
**"GORGAN HILLS ADDITION"**  
 TO THE CITY OF CASPER, WYOMING  
 LOCATED IN AND BEING A PORTION OF THE NE1/4NW1/4 AND THE SE1/4NW1/4, SECTION 30,  
 TOWNSHIP 33 NORTH, RANGE 79 WEST OF THE 6TH PRINCIPAL MERIDIAN,  
 NATRONA COUNTY, WYOMING

DATE: 3/10/2020  
 PROJECT #: 18-44  
 DRAWN BY: JRB/SAS  
 SHEET TITLE:  
 RECORD OF  
 SURVEY  
 SHEET NUMBER  
**1 OF 1**

April 10, 2020

MEMO TO: Bob King, Chairman  
Members of the Planning and Zoning Commission

FROM: Liz Becher, Community Development Director   
Craig Collins, AICP, City Planner

SUBJECT: **PLN-20-012-R** – A vacation and replat of Lot 1, Block 1, Cemetery Addition, to create Gorgan Hills Addition, comprising 31.52-acres, more or less, generally located south of West 46<sup>th</sup> Street, and east of Moose Street. Applicant: Gorgan, LLC.

Recommendation:

If, after hearing public testimony and considering the facts of the case, the Planning and Zoning Commission finds that the vacation and replat creating Gorgan Hills Addition meets the minimum requirements of the Municipal Code, staff recommends approval, with a “do pass” recommendation to City Council, with the following conditions:

1. The plat shall be amended to add cross streets through the subdivision, from Moose Street to the eastern boundary, to comply with the City’s maximum block length requirements found in Section 16.16.020.
2. The plat shall be amended to dedicate the necessary right-of-way at the south end of Moose Street for the construction of a standard City cul-de-sac or turnaround, and the applicant/owner shall construct said cul-de-sac or turnaround prior to the issuance of any Certificates of Occupancy for any structures in the subdivision.

Code Compliance:

Staff has completed all public notice requirements of Section 16.24 of the Casper Municipal Code pertaining to plats, including notification of property owners within three hundred (300) feet by first class mail, posting a sign on the property, and publishing a legal notice in the Casper Star-Tribune. At the time the staff report was prepared, **staff received one (1) public comments on this case.**

Summary:

Application has been made to vacate the unimproved Cemetery Addition, and to replat it as the Gorgan Hills Addition. The subject property comprises 31.52-acres, more or less, is currently platted as a single lot, and is zoned AG (Urban Agriculture). The proposed replat is creating six (6) newly configured lots, ranging in size from two (2) acres to 10.76-acres in size. All proposed lots have frontage/access on Moose Street along the west edge of the subdivision. The minimum lot size in the AG (Urban Agriculture) zoning district is one (1) acre, when public water and sewer is available, and two (2) acres when public water and sewer is not available. Public water will only be available to approximately 1/3 of the property involved, on the northern extent of the

subdivision because of the elevation of the property in relation to the maximum elevation in which the Zone 2 water system can provide service.

Staff has included two recommended conditions of approval for the Commission's consideration. Section 16.16.020 of the Municipal Code limits residential block lengths to no longer than 750 feet in length, and the first recommended condition would bring the subdivision into compliance with that block length requirement by requiring the addition of cross streets to the plat. The purpose of the limitation on block length is to ensure that adequate cross streets are available to provide multiple points of access, as well as redundant utility connection points. Moose Street, the only access to this subdivision, is over 2,000 feet in length, with no proposed cross streets through the subdivision to access the land located to the east in the future. The land to the east of the subdivision is currently State of Wyoming Public Land, with no immediate plans to develop; however, the Summit Addition, located north east of the subject area, provided two (2) points of access into the area, Whitney Drive and Camel Back Drive, in anticipation of the future need for access through the area. Section 16.16.020 allows the City Council to approve block lengths greater than 750 feet in length when justified by topography, or if shorter block lengths are not practical because of impediments such as parks, railroads or other existing physical features. The applicant has requested relief from the maximum block length requirements via written request, which is attached for the Commission's review/reference. Although only the City Council can provide the requested relief, it is appropriate that the Planning and Zoning Commission should provide a recommendation in regard to the requirement.

Staff's second recommended condition of approval is regarding Section 16.16.020(Q), that requires that all dead end streets and cul-de-sacs be less than 600 feet in length, and also requires that all dead end streets must have a turnaround at the end (cul-de-sac) with a minimum radius of fifty (50) feet. Although the Moose Street right-of-way was platted and dedicated many years ago, the replat under consideration now would trigger the requirement to bring the street up to current design standards for City streets. Again, only the City Council has the authority to provide relief from the requirement, thus allowing a dead-end road in excess of 600 feet in length without a cul-de-sac or other approved turn around at the end. It is appropriate that the Planning and Zoning Commission provide a recommendation to the City Council in regard to both the street length and turnaround requirements.

## Dee Ann Hardy

---

**From:** Dee Ann Hardy  
**Sent:** Friday, April 10, 2020 11:18 AM  
**To:** Michele Holder  
**Subject:** RE: In reference to PLN-20-012-R Gorgan Hills Addition

Thank you for your comments. They will be provided to the Planning and Zoning Commission prior to the meeting in a packet of information. Your comments reference the area as a cemetery. Cemetery Addition is the current subdivision name, and if approved by both Planning and Zoning and City Council the new subdivision name will be Gorgan Subdivision and create six (6) lots for development. I just wanted to address your concern that a cemetery will not be near your home.

Regards,

Dee Hardy  
Admin Support Tech  
Community Development  
200 N. David, Room 205  
Casper, Wyoming 82601  
(307) 235-8241  
[dhardy@casperwy.gov](mailto:dhardy@casperwy.gov)

**From:** Michele Holder <micheleholder65@yahoo.com>  
**Sent:** Tuesday, April 07, 2020 8:25 PM  
**To:** Dee Ann Hardy <dhardy@casperwy.gov>  
**Subject:** In reference to PLN-20-012-R Gorgan Hills Addition

April 7, 2020

To whom it may concern:

In reference to PLN-20-012-R Gorgan Hills Addition.

I am the property owner of 3631 W. 46th St. I have received notice regarding the application for the Cemetery addition.

According to the map of the proposed Gorgan Subdivision, the cemetery addition would be located directly behind my property. I would like to take this opportunity to express my concerns and opposition to this application/request.

These are my following concerns:

\* Soil leachate- The slope of the landscape behind my house is such that I require 2 sump pumps under my home for drainage due to the run off. If the proposed cemetery is built, run off will have concentrations of undesirable material and harmful substances that will enter and settle within my yard and under the crawl space of my home. Contamination that could effect the health and safety of myself, my family and pets.

\* Property value- It would significantly reduce the value of my home. Resale- It would reduce the amount of buyers if I decide to sell in the future.

\* Traffic into and out of the cemetery especially during funerals.

\* Ordinances that may be put in place as to not disturb mourners. I would like to be able to have a BBQ in my back yard, or mow my lawn or build a deck and not feel that I am being disrespectful.

\* Just don't like the idea of having the window of my bedroom looking out into a graveyard. Imagine looking out of YOUR bedroom window into a graveyard and being reminded of death every day. I don't like it Period.

I strongly oppose this application, I feel that there are different locations that would be much more appropriate for a cemetery. I appreciate your careful consideration for my concerns in this matter. If you need to contact me you can reach me at (307) 277-2603

Sincerely,

Michele Holder

APR 13 2020

**Dee Ann Hardy**

---

**From:** grant lawson <lawryder1@yahoo.com>  
**Sent:** Monday, April 13, 2020 4:30 PM  
**To:** Dee Ann Hardy  
**Subject:** Gorgan Addition

To whom it may concern,

I understand there is a comment period currently open for the Wolf Creek Gorgan Addition. I have lived in Wolf Creek on and off since 1990. Most recently, 2014-2019 on Shasta street, and currently living on 38th Street. I am in favor of allowing this development. I am also in favor of the road staying a public city road. I do not think the proposed development of the now private property in this location would be a detriment to the neighborhood. I believe it would actually be beneficial to the neighborhood.

Thank you.

Grant Lawson



APR 14 2020

Connie Rodgers  
4511 Moose  
Casper, WY 82604

April 14, 2020

Craig Collins, AICP  
City Planner  
Planning Division

Mr. Craig Collins,

I am a concerned resident of Wolf Creek subdivision, as I heard recently of the planned new Gorgon Hills Addition.

My first concern is for the current residents of the area who purchased homes nearby because of the quiet neighborhood and access to public land via foot. Will there be continued access from Moose Street? Will there be speed bumps to slow traffic for children in the neighborhood and all foot/traffic?

In regard to access to state land, certainly it is important and just that citizens have the benefit of freedom of access.

Just a side-note: I would almost hate to tell people that the name of the new housing division means "terrible". Surely they could come up with something that fits the beautifully aesthetic country that they are about to inhabit.

I appreciate any care you might interject on our behalf.

Sincerely,

Connie Rodgers  
Resident/4511 Moose

APR 14 2020

**Dee Ann Hardy**

---

**From:** Jo Ann Williams <willifam9@gmail.com>  
**Sent:** Tuesday, April 14, 2020 3:04 PM  
**To:** Dee Ann Hardy  
**Subject:** Application PLN-20-012-R

Re: Planning and Zoning Commission public hearing, April 16, 2020, 6:00 pm  
PLN-20-012-R

I am writing this comment regarding the above application as a resident of Casper, although I do not live within the 300-foot radius of the perimeter of the property involved.

I formerly lived in the Wolf Creek subdivision and still have friends who live in the area that will be impacted by this zoning application. My comments are in support of the concerns they have expressed to me. The access to public lands that follows the Moose street extension has been used and enjoyed by the residents of the Wolf Creek subdivision since we lived there 27 years ago. I still walk the roadway and beyond when I am visiting my friends who reside there.

My requests to the Planning and Zoning Commission are two:

1. I hope that as this application is considered, the Committee will take into account a provision to keep the private to public access open. The recreational opportunity for residents and pets is a great asset to the neighborhood.
2. I also foresee that with the increased traffic, and given the lengthening of Moose Street, there will be an increase of danger for the many young children that live along Moose and especially those who live close to the intersection where the new subdivision is proposed to begin. Please consider providing speed bumps and signage to alert drivers to the presence of children at play and encourage safe driving.

Thank you.

Jo Ann Williams  
823 S. Oakcrest Ave.  
Casper, WY 82601

APR 15 2020

**Dee Ann Hardy**

---

**From:** Eric Lawrence <elawrence00@gmail.com>  
**Sent:** Tuesday, April 14, 2020 9:17 PM  
**To:** Dee Ann Hardy  
**Subject:** Regards to zoning commission meeting on April 16th

Re: PLN-20-012-R

City of Casper Planning Commission,

I am writing in regards to the proposed replat of the Cemetery Edition in Wolf Creek. I am a homeowner at the corner of Moose and 46th and I am opposed to the replatting of the area for a housing development for two reasons.

1. There is slightly over a quarter mile of city owned road in the area to be developed that has not been used by vehicles in many years and would need to be completely rebuilt to support a housing development. This would add an undo cost to the taxpayers for only a handful of homes. Especially in a time of potential downturn and recession the city's revenue should be better utilized in keeping repair of existing roads that need upkeep.
2. This being a family friendly neighborhood many of the homes within the intersection of 46th and Moose have small children that play regularly in this area that currently has limited traffic. Adding new homes would increase traffic and the risk to these children that play regularly in this area.

Thank you for considering our input into this decision. We trust that you will make the right decision for the city of Casper and its taxpayers.

Dr. Eric and Karen Lawrence  
3710 W 46th St

APR 15 2020

I, resident of 3721 W 46<sup>th</sup> St., am writing on behalf of my family to state my strong objection to the application to rezone the hill behind my house for a housing development by Gorgan, LLC. I have several reasons for my objection, which I know are shared by the overwhelming majority, if not all, of my neighbors here in Wolf Creek.

1. The construction of a housing addition will involve an intolerable amount of dust and dirt in the air for my backyard and for the neighborhood in general. The hill would have to be cut into. This is the windiest place in Casper, which is saying something. The last time some construction was attempted (by the city), there were so many complaints about the dust by the residents, that the city stopped their construction. We would be talking about months of intolerable conditions for me, my wife, my children, and my neighbors.

2. I bought in Wolf Creek and specifically the house I have with the understanding that the city owned the hill behind my house, that it was going to be used for a cemetery, and that it was not zoned for normal residential building. It is unfair to me and others who bought with this understanding to change the zoning in the interest of a company that is simply trying to make money, not improve our neighborhood.

3. Wolf Creek is an attractive neighborhood also because of the lack of traffic. We have a lot of children in our neighborhood and calm streets. A housing development will bring in more traffic and disrupt the peace of the neighborhood.

4. The hill is zoned properly already. It is getting quite close to the mountain and should not be developed like a normal residential neighborhood. That would detract from the beauty of the neighborhood. It would very much disrupt my view of the mountain, a major reason for my purchasing this property.

5. This is a well-established neighborhood. For forty years people have walked on the public road behind my house, appreciating the beauty. It is an asset to the entire neighborhood, a way for us to meet one another and develop friendships. The proposed rezoning would very much hurt the character of our neighborhood. It is simply not in our best interest.

For these reasons I am asking the Planning and Zoning Commission to deny the request to rezone this property. It is properly zoned already. When there are objections to unnecessary rezoning, I believe it is the City of Casper's duty to protect the status quo and the interests of the residents of the neighborhood the rezoning would affect. Please, please, from my heart, for my children's sake and for my neighbors' sake, deny this application for vacation and replat of Lot 1, Block 1, Cemetery Addition.

Sincerely yours,

Christian Preus

APR 15 2020

To Whom it May Concern,

I, Michael Roden, previous owner of 3611 W. 46<sup>th</sup> Street, am writing this letter to show support in reference to the re-plat of property located at the southern end of the Wolf Creek neighborhood. In reference to this re-plat, I would like to express my gratitude regarding the owners and explain the positive outcomes of which would and/or have taken place if the area was used for expansion.

In this area, the owners assisted with the extremely high winds during winter months by placing snow/drift fences above my southern-most property line to help with severe drifting. Property fences along 46<sup>th</sup> Street and Bobcat Street would collapse due to the amount of snow being blown in. This land was also utilized by a large amount of people for walking, riding bikes, and operating off-road vehicles such as dirt bikes and ATV's. I had several complaints regarding the noise, litter, and suspicious activity, however I was unaware of who was responsible for the property.

Prior to purchasing the property of 3611 W. 46<sup>th</sup> Street, I always enjoyed my time spent within the neighborhood of Wolf Creek while growing up. Several of my friends resided within the neighborhood and it was always well known that it was one of the most desirable places to live within Casper, Wyoming. I believe this plat will continue to make Wolf Creek one of the most desirable places to live within Casper due to the possibility of having large plats within city limits and owners of the plat to be upstanding citizens within the community.

Thank you for your time and consideration regarding this matter.

Sincerely,

Michael Roden

APR 15 2020

**Dee Ann Hardy**

---

**From:** Craig Collins  
**Sent:** Wednesday, April 15, 2020 8:14 AM  
**To:** Dee Ann Hardy  
**Subject:** FW: Gorgan Hills Development Concerns

**From:** Cheryl Hackett <cherylannhackett@yahoo.com>  
**Sent:** Tuesday, April 14, 2020 9:19 PM  
**To:** Craig Collins <ccollins@casperwy.gov>  
**Subject:** Gorgan Hills Development Concerns

4-14-20

Cheryl Hackett  
4441 Moose  
Casper, WY 82064

To the Planning and Zoning Commission and City Council:

I am writing to voice my concerns as you meet to discuss the proposed Gorgan Hills addition at the site of the city's previously held Wolf Creek Cemetery.

My first concern involves the circumstances around how this property was obtained by former councilman Jesse Morgan, who served on the Casper City Council from 2017-2019, when bids for this property were accepted. Tony Cercy filed the winning bid in the summer of 2017, and shortly thereafter, the property passed ownership to Jesse Morgan and his business partner. I would like the city attorney to look into the ethics and legality of this transfer of ownership to an active council member at the time. Additionally, in part from my background as a journalist, I am wondering if councilman Morgan recused himself from discussions and voting on the property if he had growing interest in obtaining it as a developer, thus providing a conflict of interest.

Secondly, when we moved to the Wolf Creek neighborhood in November of 2012, the close proximity to Wolf Creek Cemetery, the old county road, and the state land to the east of the cemetery, was a large deciding factor in our purchase of our home. Many of the residents on this street have lived here since the development was built in the 1980's--40 years ago. It is a quiet and peaceful place to live, and I am thankful to feel like we are living in an area where we have open land to enjoy by recreating.

Third, with a proposed five-to-six new homes, I'm concerned about an increase in traffic. As it is, our street does not experience much traffic. Our children, and neighbor's children, ride their bikes and rollerblade down the street. Elderly neighbors, and others, walk their dogs. If there are a minimum of two drivers in each new home, this is an increase of at least 12 vehicles in and out of the subdivision a day--not to mention potential teenage drivers, parties, having guests over, and more. I would like to ensure that Moose is not the only point of access for this subdivision, but that there be access from the streets to the east as well.

I would also like to request that access to the county road remain open; I do not want to see a gated community going in south of W. 46th Street, preventing us from walking down the road we have all come to love. Further, I would like to formally request ongoing access to the state land east of the proposed development. Preserving a walking trail (perhaps south of the homes on 46th Street, where there is currently a gravel trail) would be an important consideration.

Additionally, I am concerned about the impact of this proposed development on our neighborhood community and the value of our homes. Already, two homes on our street are listed for sale, and a third is going on the market soon. People who lived here for years simply don't want to face significant changes, such as increased traffic, and an inability to access land we've all enjoyed for so long. Lower property values result in lower property taxes.

Finally, as I have researched this, it appears that Mr. Morgan currently resides in Windsor, Colorado. It troubles me that an out-of-state resident (who was privy to inside knowledge about the sale of this land in his role as a councilman), is developing homes in such a prime area of the city. I've heard that he and his business partner are reportedly planning to build homes for themselves on two of the lots, which is their right; however, will the remaining lots be accessible to city residents, or will they exclusively be sold to Mr. Morgan's friends, family, business associates and acquaintances? Will they be available to Casper residents who might like to purchase one of the lots? Who they are sold to could change the entire character of our neighborhood as we know it now.

To summarize, I find the purchase of the Wolf Creek Cemetery by Jesse Morgan through Tony Cercy extremely troubling and potentially unethical. Nonetheless, I formally request more than one road into the development. Please refuse to use only Moose. Please preserve access to state land, and allow residents to continue to walk down the old county road where Moose dead-ends. Finally, please do not grant any special treatment to the owners of this development simply because one was a former councilman; please hold them accountable to the same rules that would govern any other development.

I appreciate your consideration of my concerns. They are shared by many.

Sincerely,

Cheryl Hackett

---

**All City of Casper e-mails and attachments, except those defined as attorney/client communications or confidential/privileged information, may qualify as public records under the Wyoming Public Records Act, W.S. § 16-4-201 *et seq.*, and are subject to public disclosure pursuant to this Act.**

APR 15 2020

**Dee Ann Hardy**

---

**From:** Craig Collins  
**Sent:** Wednesday, April 15, 2020 8:16 AM  
**To:** Dee Ann Hardy; Liz Becher  
**Subject:** FW: Grogan Hills Addition Concerns for April 16

**From:** Kathy Meyer <KMEYERWYO@msn.com>  
**Sent:** Tuesday, April 14, 2020 9:05 PM  
**To:** Craig Collins <ccollins@casperwy.gov>  
**Subject:** Grogan Hills Addition Concerns for April 16

Rumors aplenty are flying about plans for the southern part of old Wolf Creek and Cemetery Hill and the meeting on April 16<sup>th</sup> and closed to the public. My main concern is that Mr. Morgan has requested no other access to the proposed addition other than short little Moose Street which already has plenty of traffic off of Eagle Drive to 45<sup>th</sup> and 46<sup>th</sup>. I am vehemently opposed to this with all the state land available and alternative or additional access to the proposed addition should be paid by the Grogan folks and not the city, read taxpayers. I don't know how many single family dwelling 31 acres can handle, but it would be a huge increase in traffic.

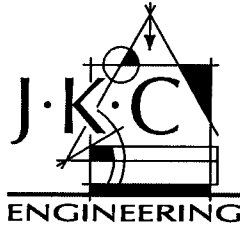
And other rumors concern information I don't have ... but any possible backstory on the sale of the property from Mr. Cercy to Grogan LLC and one of the partners and former council member, Jesse Morgan, no longer even a resident of Wyoming? When and how he purchased it from Mr. Cercy would be of great interest since I personally feel a purchase of this magnitude should not be made to a City Council Member. Mr. Cercy has also has a bit of history with the city by causing problems and benefitting from city improvements at the same time. And ruining a very pleasant short street of retirees and 2-3 families with several small children is not necessary. Grogan LLC can do the work with the state for additional access from the east. It raises all sorts of red flags in my opinion and I'm hoping there are no final decisions made at this week's meeting in these unfortunate times without citizens' input.

Thanks much for your time. Quick add-on ... at least 9 out of 10 local residents who are heavily affected by this addition and possibly one access road – Moose – were not even aware of it. Nothing in our mail boxes ... a neighbor found one of your letters up the hill. Thanks Mr. Collins for pursuing this.

Kathy Meyer  
4431 Moose  
Casper WY 82604  
234-2919 or 258-6183

Sent from Mail for Windows 10





ENGINEERING • SURVEYING • GIS MAPPING  
CONSTRUCTION MANAGEMENT  
111 W. 2nd St., Ste 420 • Casper, Wyoming 82601  
Ph: 307-265-4601 • Fax: 307-265-4672

April 8, 2020

City of Casper  
Planning Department  
200 North David Street  
Casper, Wyoming 82601  
Attn: Craig Collins

**Subject: Gorgan Hills Addition – Planning comments**

Mr. Collins,

We have addressed the comments received on 3/19/2020 regarding Gorgan Hills Addition. In regards to the block length, access easements, and water and sewer services we are submitting additional exhibits and the following summary:

#### BLOCK LENGTH

JKC Engineering has examined the feasibility of creating cross streets. Three potential locations have been examined and details of these locations are represented by plan/profile sheets and slope analysis maps submitted with this response.

For the purpose of discussion the possible street connections are generically names A, B and C. The profiles are designed using a 2% connection slope, a sag curve K value range of 19 to 40 and a maximum slope range of 8% to 15% in accordance with the city's engineering department design guidelines. Curb/gutter or sidewalk is not required per municipal code 16.16.020(S.1.a) since this development will be less than 0.75 dwellings per acre, however, due to lack of other storm water management options curb/gutter has been included in the design. The assumed paving section would be 30' wide. Estimated construction costs assume \$8/CY for placed fill and/or exported material and \$180/LF of road section – other utility costs have not been calculated at this time.

The land to the east of the proposed subdivision is owned by the State of Wyoming. The slope maps submitted with this response show the limited area to the east that is feasible to develop due to excessive slopes. Roadway connectivity further to the east, across the state lands, is impossible due to a steep ridge rising approximately 200' at slopes of 2:1 or steeper.

While the owners understand that current regulations require connectivity they are attempting to make a rural type housing community with large lots which makes multiple cross streets undesirable. Furthermore, the feasibility and likeness of use of such streets does not support the construction expense and loss of land. Because of this, they are asking for a waiver to the block length rule.

## ACCESS EASEMENTS

Access easements as shown on the plat are not intended for use of the public - they are exclusive to the use of the newly created lots to be used as alternates to Moose. The owners are aware that the public may have been accessing state land to the east by trespass but they are not interested in creating an official means for the public to continue using their property for such purposes.

## WATER AND SEWER SERVICE

The water and sewer mains in the right-of-way of Moose will be extended to the south and terminate at the end of Moose. Lots 1 through 4 will have standard water and sewer services centered on each lot. Lots 5 and 6 will have water and sewer service taps to the south where their common line intersects Moose. The water services for Lots 5 and 6 will extend from the curbstop to an insulated box where a meter and backflow preventer will be installed.

From the backflow preventer the owners intend to utilize an "airgap" setup to fill underground cisterns, one for each lot that will be used to pump water to their homes. They also intend to drill two wells near the southern edge of subdivision to use as alternate water sources.

Please let me know if there is any additional information you need in this regard.

Sincerely,  
**JKC Engineering**



John Bryson, CFM  
Project Manager

### PDF Attachments:

- 18-44\_PLAT (Revised Plat)
- 18-44\_CROSS STREET (Plan and Profiles)
- 18-44\_CROSS STREET COSTS (Cost Analysis)
- 18-44\_SLOPEMAP\_AREA (Surface Slopes of Surrounding Area)
- 18-44\_SLOPEMAP\_SITE (Surface Slopes of Site)
- 18-44\_LOT SERVICES (Water and Sewer Layout)
- 18-44\_GOOGLEEARTH (Aerial Visual)

## **GORGAN HILLS ADDITION**

CROSS STREET COST ANALYSIS

APRIL 2020

<b>STREET A</b>	
AREA OF DISTURBANCE = 1.95 ac.	
EARTHWORK VOLUME = 47,597 cu.yds. EXPORT	\$380,776
ROADWAY LENGTH = 535 ft.	\$96,300
<b>TOTAL COST</b>	<b>\$477,076</b>

<b>STREET B</b>	
AREA OF DISTURBANCE = 3.11 ac.	
EARTHWORK VOLUME = 107,022 cu.yds. EXPORT	\$856,176
ROADWAY LENGTH = 697 ft.	\$125,460
<b>TOTAL COST</b>	<b>\$981,636</b>

<b>STREET C</b>	
AREA OF DISTURBANCE = 2.07 ac.	
EARTHWORK VOLUME = 16,435 cu.yds. EXPORT	\$131,480
ROADWAY LENGTH = 898 ft.	\$161,640
<b>TOTAL COST</b>	<b>\$293,120</b>

**GORGAN HILLS ADDITION**

CROSS STREET COST ANALYSIS

**ALTERNATE A**

APRIL 2020

<b>STREET A</b>	
AREA OF DISTURBANCE = 1.53 ac.	
EARTHWORK VOLUME = 31,872 cu.yds. EXPORT	\$254,976
ROADWAY LENGTH = 535 ft.	\$96,300
<b>TOTAL COST</b>	<b>\$351,276</b>

<b>STREET B</b>	
AREA OF DISTURBANCE = 2.68 ac.	
EARTHWORK VOLUME =	
1,730 cu.yds. FILL   77,677 cu.yds. EXPORT	\$635,256
ROADWAY LENGTH = 697 ft.	\$125,460
<b>TOTAL COST</b>	<b>\$760,716</b>

<b>STREET C</b>	
AREA OF DISTURBANCE = 1.99 ac.	
EARTHWORK VOLUME =	
5,177 cu.yds. FILL   2,867 cu.yds. EXPORT	\$64,352
ROADWAY LENGTH = 898 ft.	\$161,640
<b>TOTAL COST</b>	<b>\$225,992</b>

**GORGAN HILLS ADDITION**

CROSS STREET COST ANALYSIS

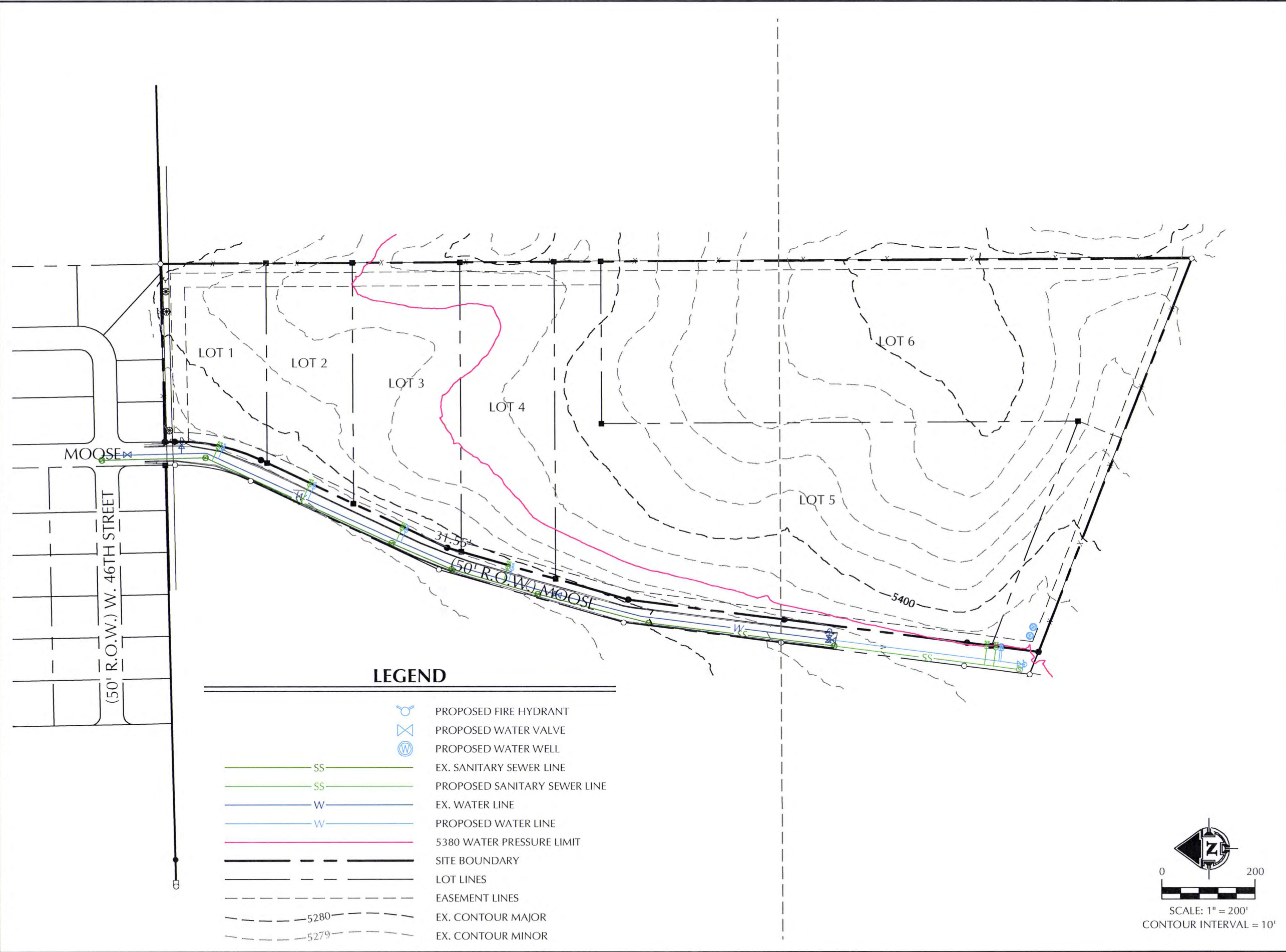
**ALTERNATE B**

APRIL 2020

<b>STREET A</b>	
AREA OF DISTURBANCE = 1.38 ac.	
EARTHWORK VOLUME = 27,684 cu.yds. EXPORT	\$221,472
ROADWAY LENGTH = 535 ft.	\$96,300
<b>TOTAL COST</b>	<b>\$317,772</b>

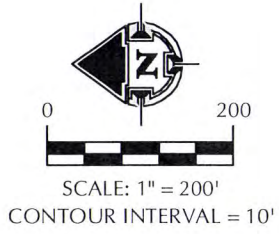
<b>STREET B</b>	
AREA OF DISTURBANCE = 2.30 ac.	
EARTHWORK VOLUME = 65,172 cu.yds. EXPORT	\$521,376
ROADWAY LENGTH = 697 ft.	\$125,460
<b>TOTAL COST</b>	<b>\$646,836</b>

S:\LAND2018\18-44\DWG\DESIGN\18-44\_DESIGN.dwg SAVED: 4/8/20 PRINTED: 4/8/20 BY: SHANNON



**LEGEND**

- PROPOSED FIRE HYDRANT
- PROPOSED WATER VALVE
- PROPOSED WATER WELL
- EX. SANITARY SEWER LINE
- PROPOSED SANITARY SEWER LINE
- EX. WATER LINE
- PROPOSED WATER LINE
- 5380 WATER PRESSURE LIMIT
- SITE BOUNDARY
- LOT LINES
- EASEMENT LINES
- EX. CONTOUR MAJOR
- EX. CONTOUR MINOR



**REVISION TABLE**

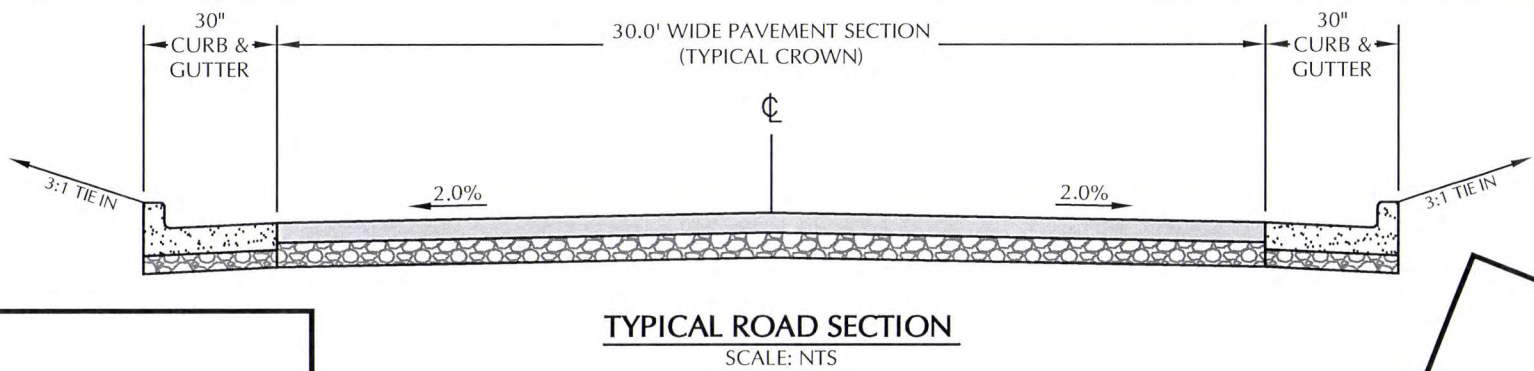
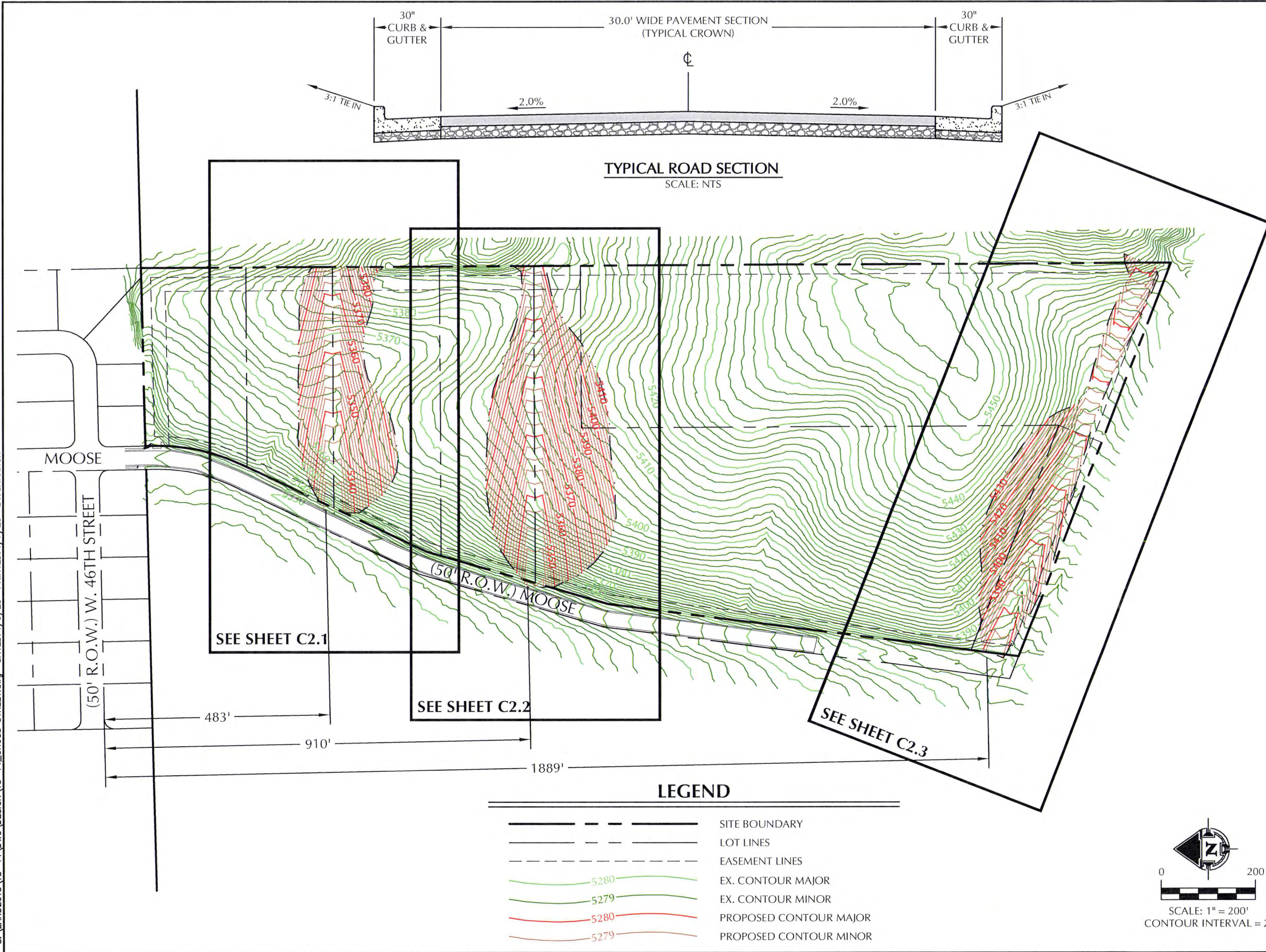
NUMBER	DATE	DESCRIPTION

DESIGN DRAWINGS  
**GORGAN HILLS ADDITION**  
 CITY OF CASPER, WYOMING

DATE: 4/8/2020  
 PROJECT #: 18-44  
 DRAWN BY: SAS  
 SHEET TITLE:  
 SITE OVERVIEW  
 SHEET NUMBER  
**1 OF 1**

ENGINEERING • SURVEYING • GIS MAPPING  
 CONSTRUCTION MANAGEMENT  
 1111 W. 2nd St., Ste 420 • Casper, Wyoming 82601  
 Ph: 307-265-4601 • Fax: 307-265-4672

S:\LAND2018\18-44\DWG\DESIGN\18-44\_CROSS STREET.dwg    SAVED: 4/6/20    PRINTED: 4/7/20    BY: SHANNON



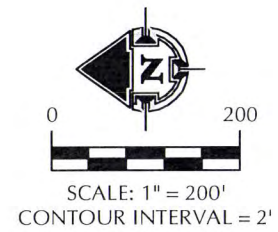
SEE SHEET C2.1

SEE SHEET C2.2

SEE SHEET C2.3

**LEGEND**

- — — — — SITE BOUNDARY
- — — — — LOT LINES
- - - - - EASEMENT LINES
- (green) — EX. CONTOUR MAJOR
- (green) — EX. CONTOUR MINOR
- (red) — PROPOSED CONTOUR MAJOR
- (red) — PROPOSED CONTOUR MINOR

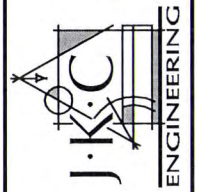


**REVISION TABLE**

NUMBER	DATE	DESCRIPTION

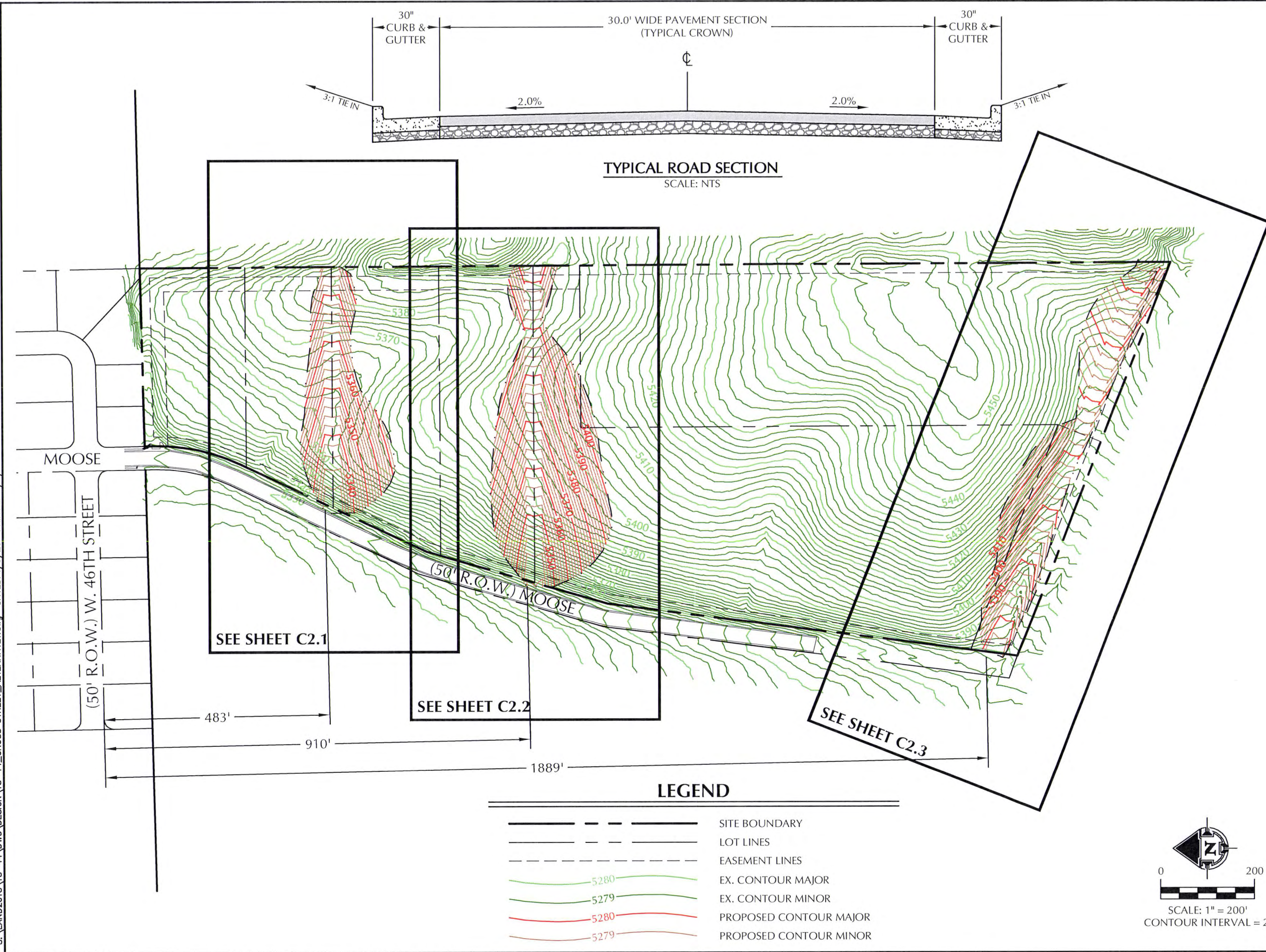
PROPOSED DRIVEWAY GRADING  
**GORGAN HILLS ADDITION**  
CITY OF CASPER, WYOMING

DATE: 4/6/2020  
PROJECT #: 18-44  
DRAWN BY: SAS  
SHEET TITLE:  
PLAN & PROFILE  
INDEX  
SHEET NUMBER  
**C2.0**



ENGINEERING • SURVEYING • GIS MAPPING  
CONSTRUCTION MANAGEMENT  
1111 W. 2nd St., Ste 420 • Casper, Wyoming 82601  
Ph: 307-265-4601 • Fax: 307-265-4672

S:\LAND2018\18-44\_DWG\DESIGN\18-44\_CROSS STREET\_ALTERNATE1.dwg\_SAVED: 4/9/20 PRINTED: 4/9/20 BY: SHANNON



**TYPICAL ROAD SECTION**  
SCALE: NTS

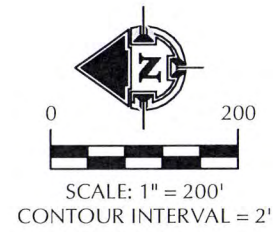
SEE SHEET C2.1

SEE SHEET C2.2

SEE SHEET C2.3

**LEGEND**

- — — — — SITE BOUNDARY
- — — — — LOT LINES
- - - - - EASEMENT LINES
- (green) — EX. CONTOUR MAJOR
- (green) — EX. CONTOUR MINOR
- (red) — PROPOSED CONTOUR MAJOR
- (red) — PROPOSED CONTOUR MINOR



**REVISION TABLE**

NUMBER	DATE	DESCRIPTION

PROPOSED DRIVEWAY GRADING  
**GORGAN HILLS ADDITION**  
CITY OF CASPER, WYOMING

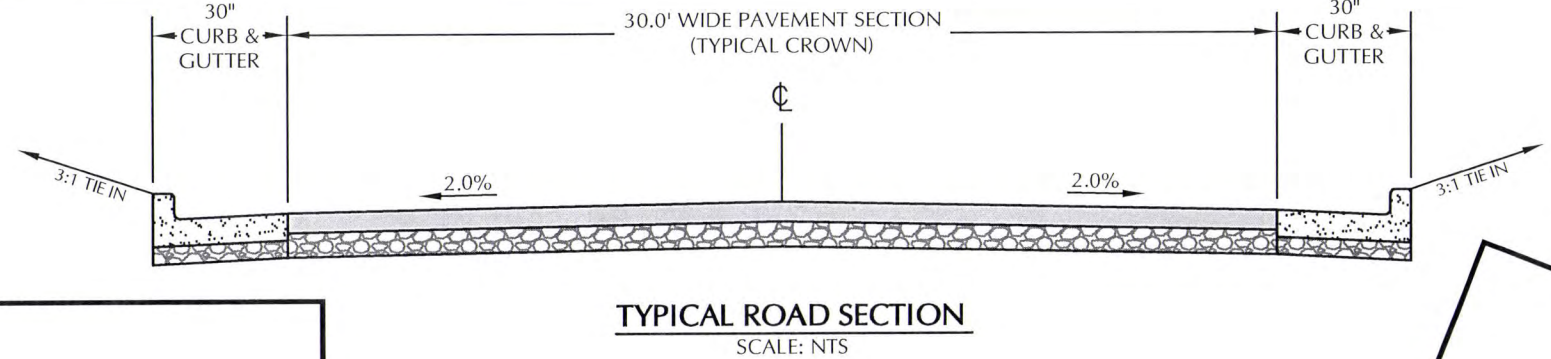
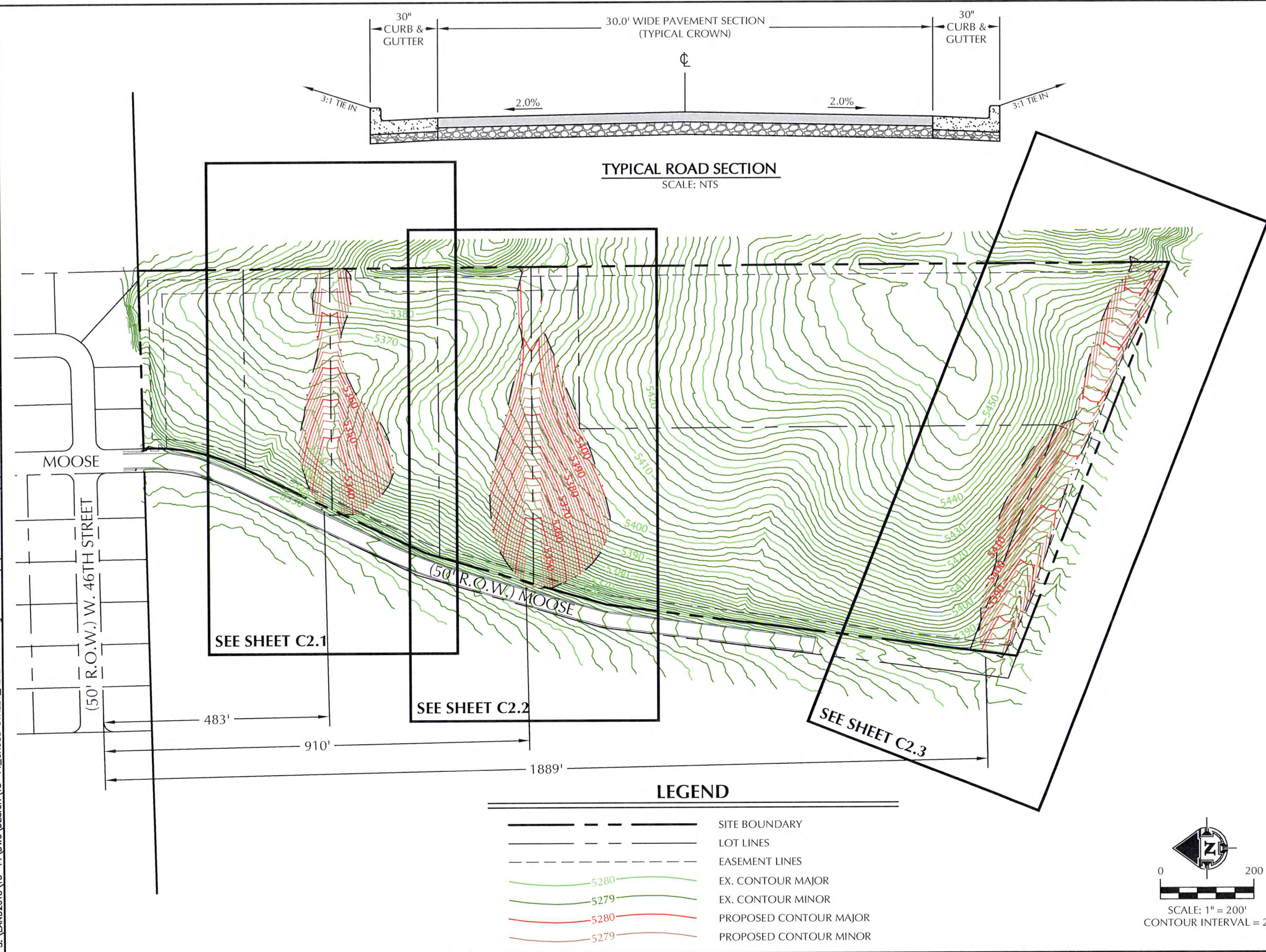
DATE: 4/9/2020  
PROJECT #: 18-44  
DRAWN BY: SAS  
SHEET TITLE:  
PLAN & PROFILE INDEX  
SHEET NUMBER  
**C2.0A**

**J.K.C.**  
ENGINEERING

ENGINEERING • SURVEYING • GIS MAPPING  
CONSTRUCTION MANAGEMENT  
1111 W. 2nd St., Ste 420 • Casper, Wyoming 82601  
Ph: 307-265-4601 • Fax: 307-265-4672



S:\LAND\2018\18-44\DWG\DESIGN\18-44\_CROSS STREET\_ALTERNATE2.dwg\_SAVED:4/9/20 PRINTED:4/9/20 BY:SHANNON



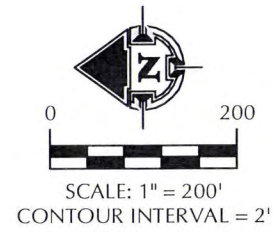
SEE SHEET C2.1

SEE SHEET C2.2

SEE SHEET C2.3

**LEGEND**

- SITE BOUNDARY
- LOT LINES
- EASEMENT LINES
- EX. CONTOUR MAJOR
- EX. CONTOUR MINOR
- PROPOSED CONTOUR MAJOR
- PROPOSED CONTOUR MINOR

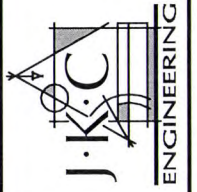


**REVISION TABLE**

NUMBER	DATE	DESCRIPTION

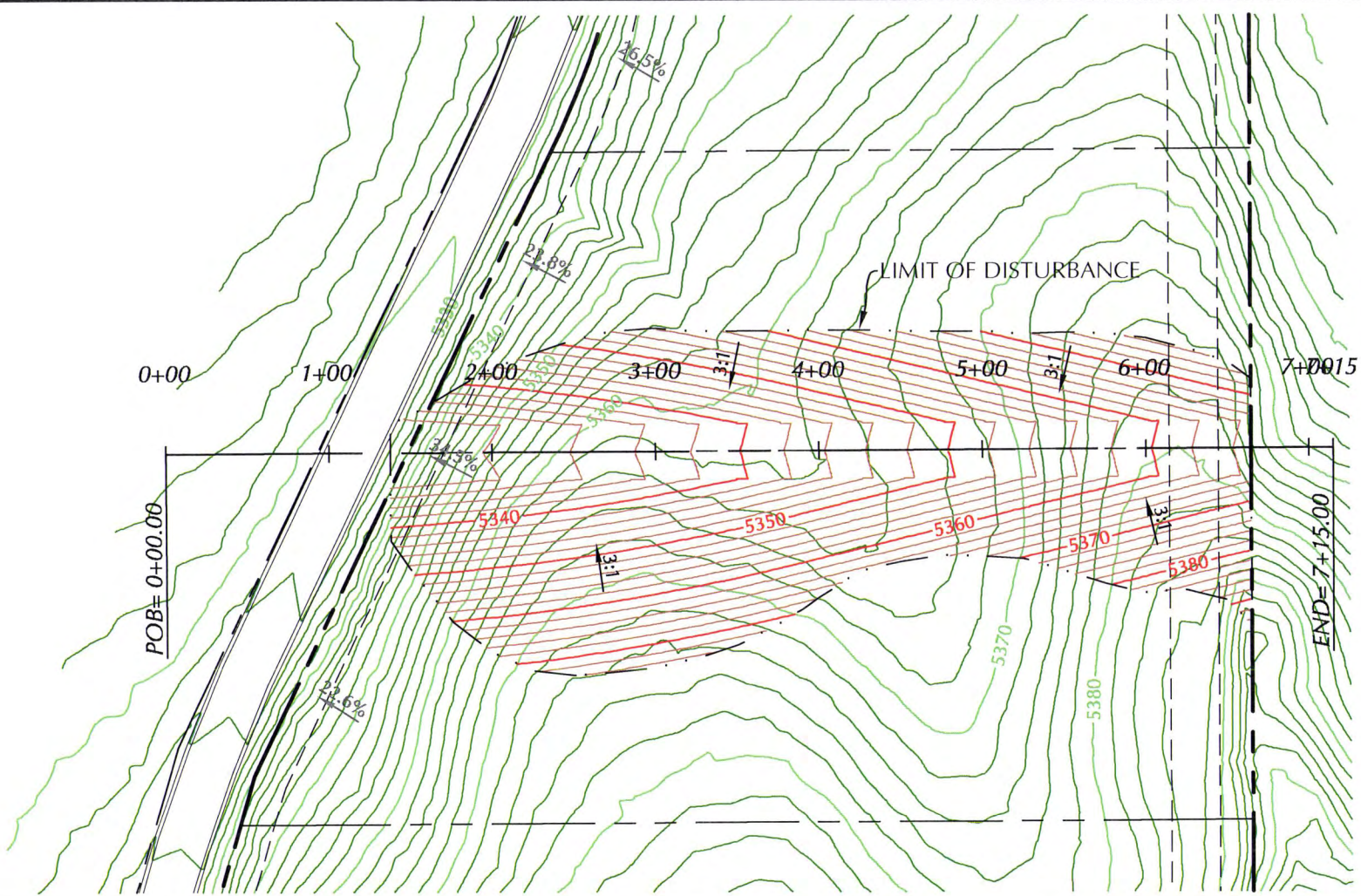
PROPOSED DRIVEWAY GRADING  
**GORGAN HILLS ADDITION**  
CITY OF CASPER, WYOMING

DATE: 4/9/2020  
PROJECT #: 18-44  
DRAWN BY: SAS  
SHEET TITLE:  
PLAN & PROFILE INDEX  
SHEET NUMBER  
**C2.0B**

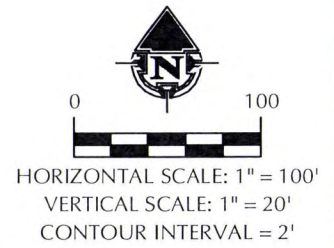


ENGINEERING • SURVEYING • GIS MAPPING  
CONSTRUCTION MANAGEMENT  
111 W. 2nd St., Ste 420 • Casper, Wyoming 82601  
Ph: 307-265-4601 • Fax: 307-265-4672

S:\LAND2018\18-44\_DWG\_DESIGN\18-44\_CROSS STREET.dwg SAVED: 4/7/20 PRINTED: 4/7/20 BY: SHANNON

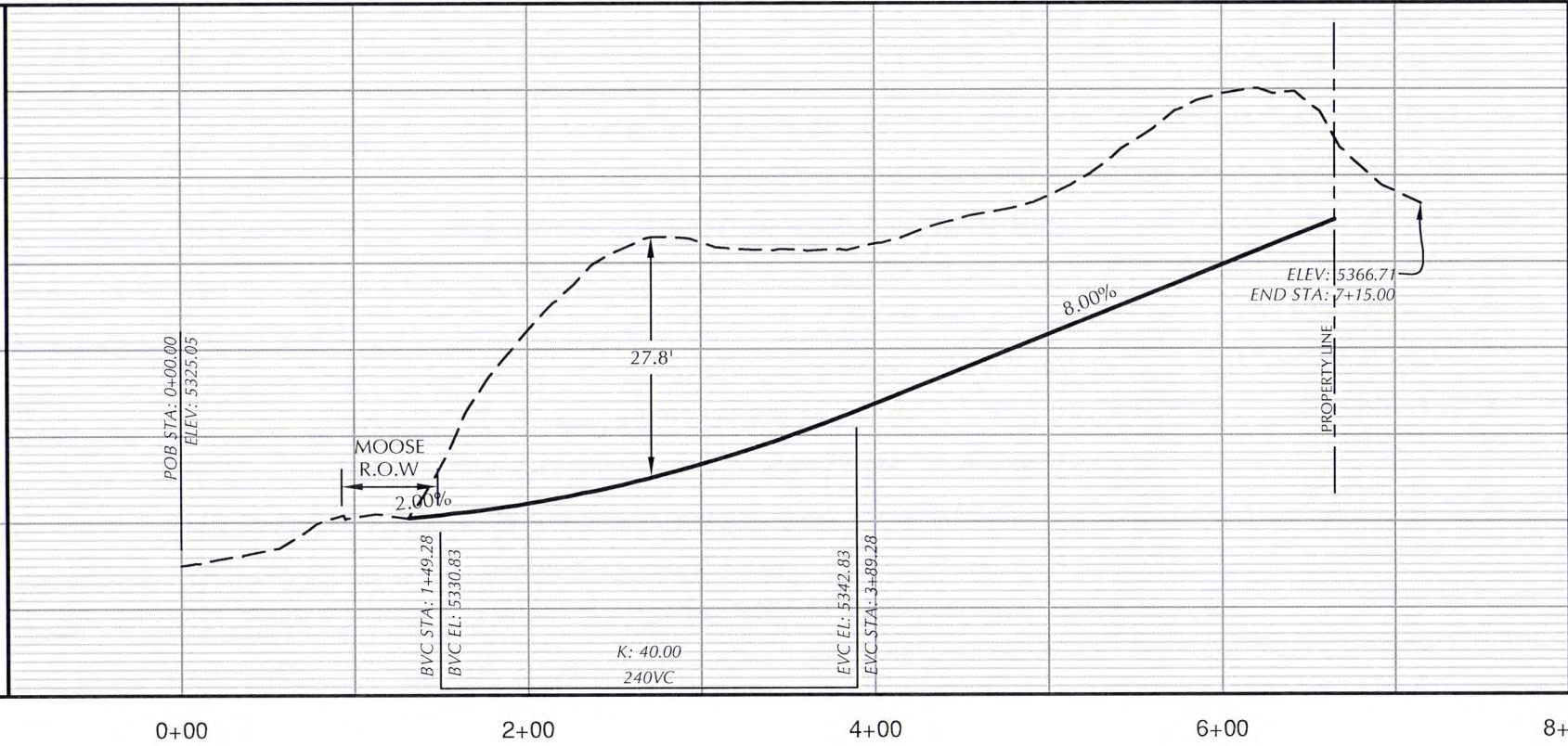


AREA OF DISTURBANCE = 1.95 ac.  
 VOLUME = 47,573 cu.yds. EXPORT  
 ROADWAY LENGTH = 535 ft.



REVISION TABLE

NUMBER	DATE	DESCRIPTION



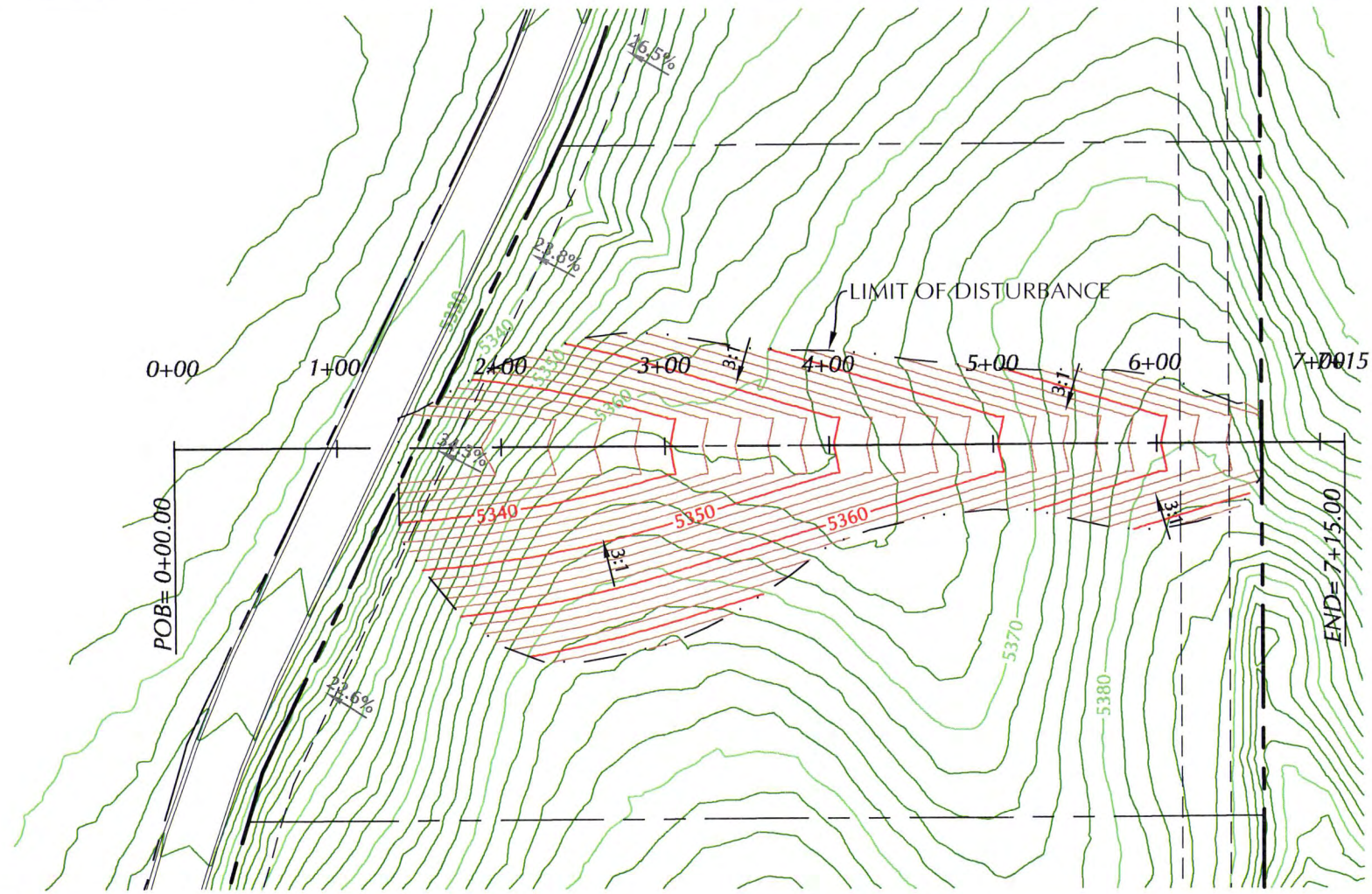
5370	5370
5350	5350
5330	5330
5310	5310

PROPOSED DRIVEWAY GRADING  
**GORGAN HILLS ADDITION**  
 CITY OF CASPER, WYOMING

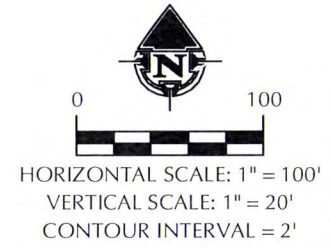
DATE: 4/6/2020  
 PROJECT #: 18-44  
 DRAWN BY: SAS  
 SHEET TITLE:  
 STREET "A"  
 PLAN & PROFILE  
 SHEET NUMBER  
**C2.1**

ENGINEERING • SURVEYING • GIS MAPPING  
 CONSTRUCTION MANAGEMENT  
 1111 W. 2nd St., Ste 420 • Casper, Wyoming 82601  
 Ph: 307-265-4601 • Fax: 307-265-4672

S:\LAND2018\18-44\DWG\DESIGN\18-44\_CROSS STREET\_ALTERNATE1.dwg\_SAVED: 4/9/20 PRINTED: 4/9/20 BY: SHANNON

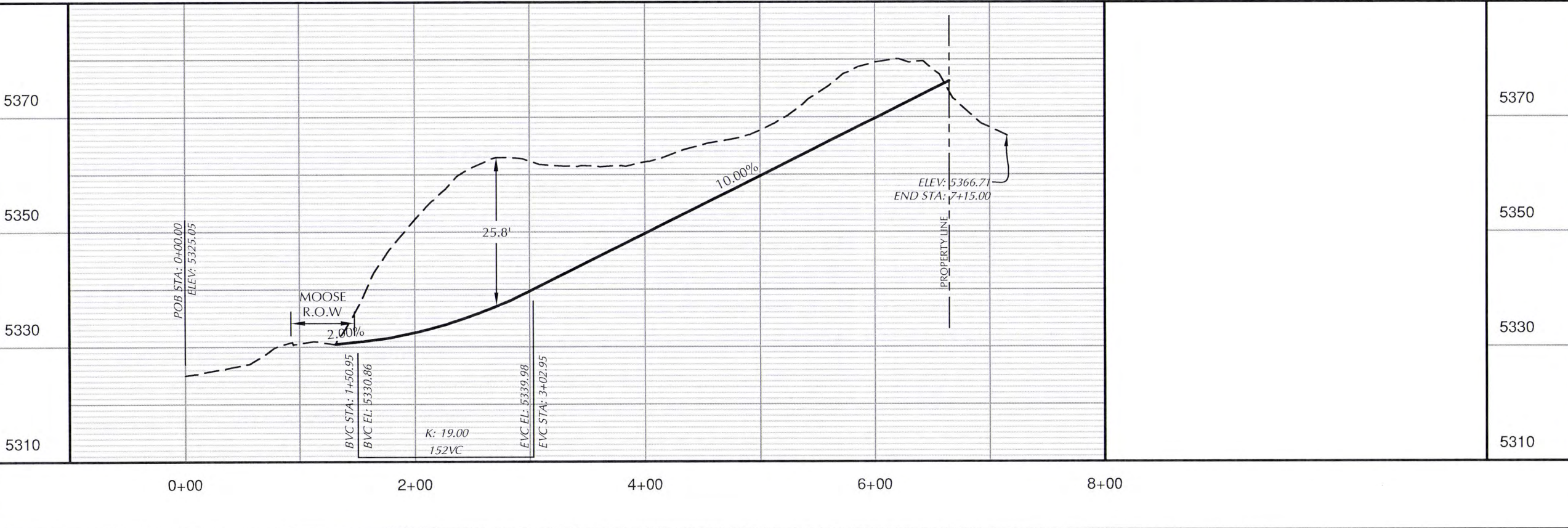


AREA OF DISTURBANCE = 1.53 ac.  
 VOLUME = 31,872 cu.yds. EXPORT  
 ROADWAY LENGTH = 535 ft.



REVISION TABLE

NUMBER	DATE	DESCRIPTION





ENGINEERING • SURVEYING • GIS MAPPING  
 CONSTRUCTION MANAGEMENT  
 111 W. 2nd St., Ste 420 • Casper, Wyoming 82601  
 Ph: 307-265-4601 • Fax: 307-265-4672

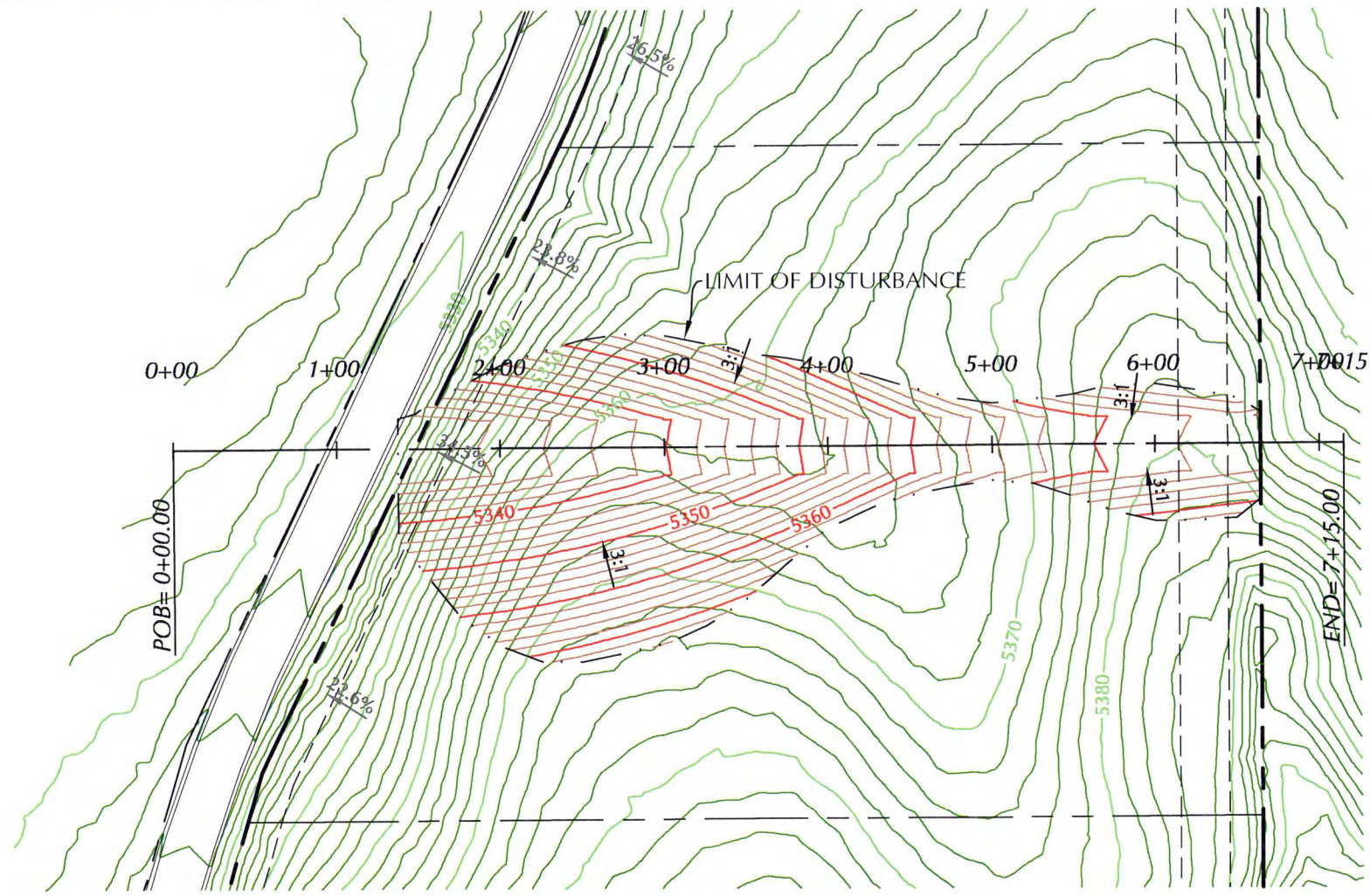
---

PROPOSED DRIVEWAY GRADING  
**GORGAN HILLS ADDITION**  
 CITY OF CASPER, WYOMING

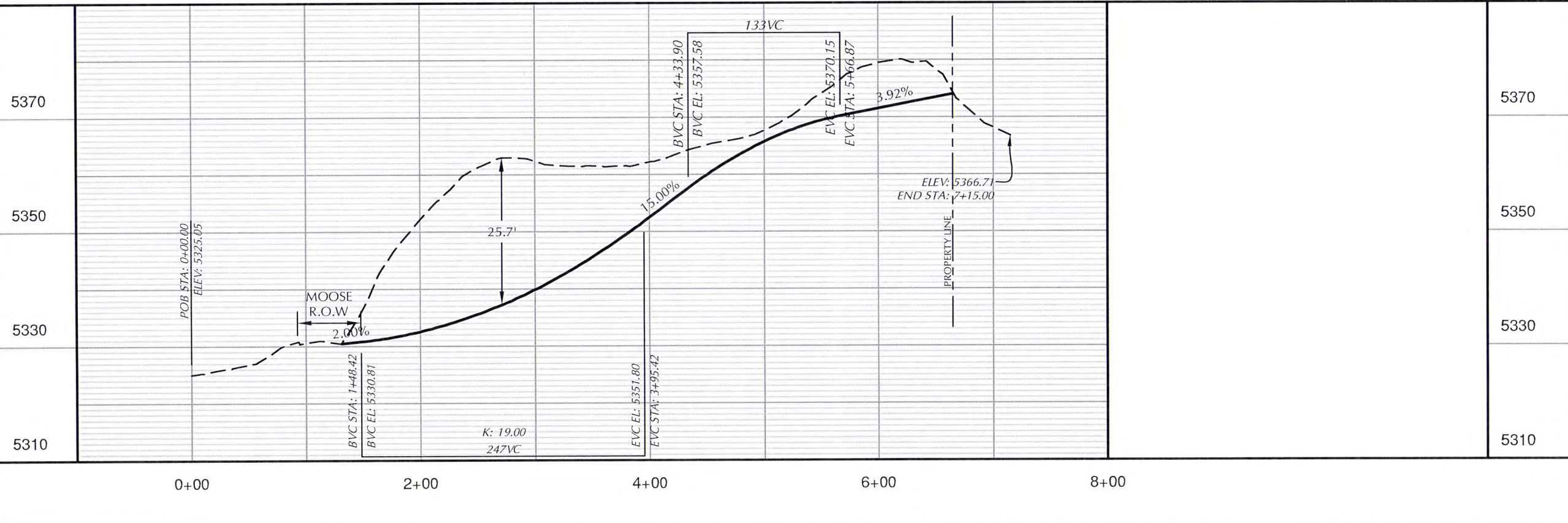
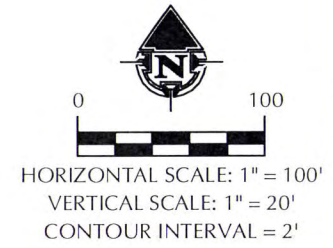
---

DATE: 4/9/2020  
 PROJECT #: 18-44  
 DRAWN BY: SAS  
 SHEET TITLE:  
 STREET "A"  
 PLAN & PROFILE  
 SHEET NUMBER  
**C2.1A**

S:\LAND2018\18-44\DWG\DESIGN\18-44\_CROSS STREET\_ALTERNATE2.dwg\_SAVED:4/9/20 PRINTED:4/9/20 BY:SHANNON



AREA OF DISTURBANCE = 1.38 ac.  
 VOLUME = 27,684 cu.yds. EXPORT  
 ROADWAY LENGTH = 535 ft.



REVISION TABLE

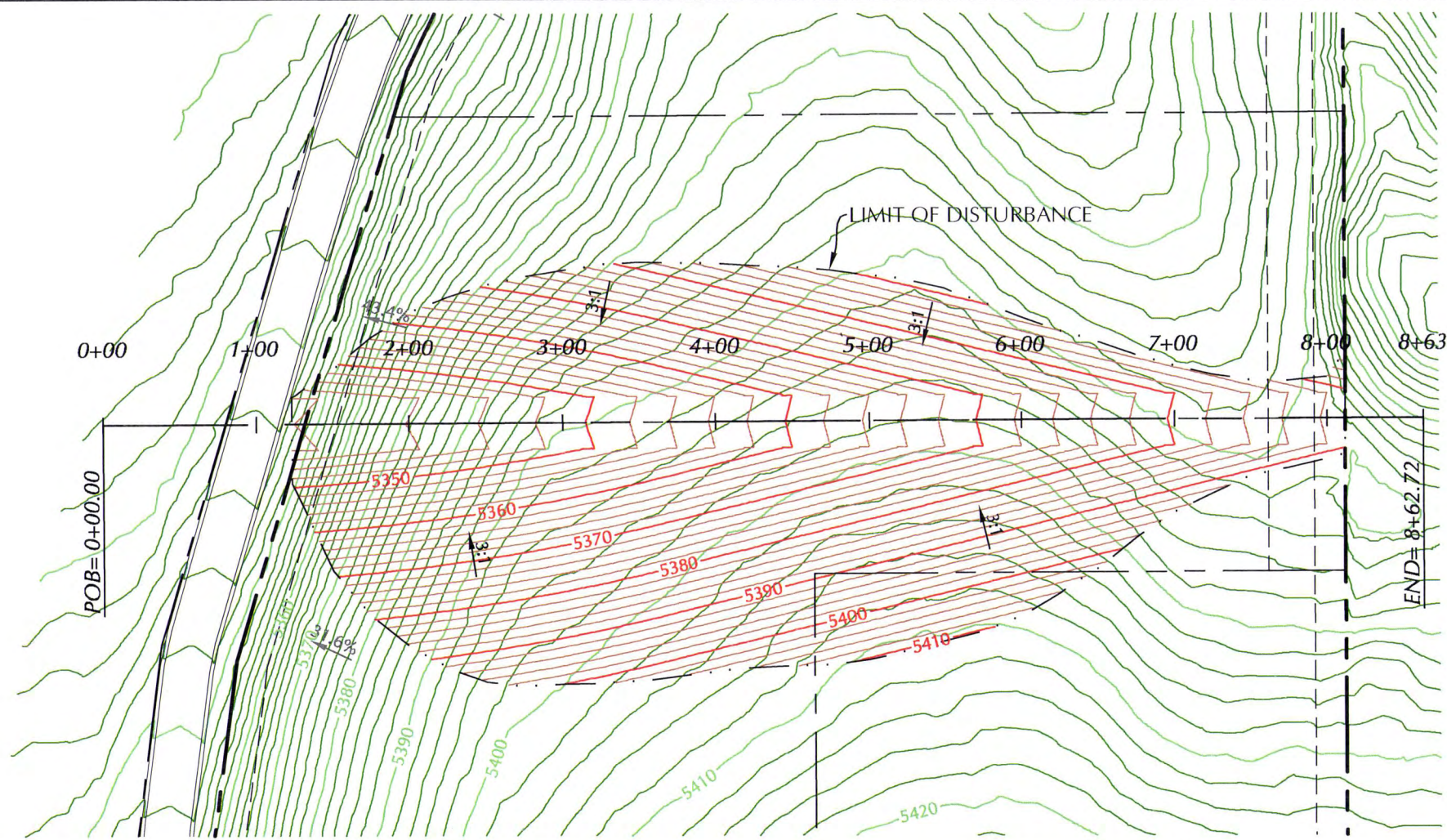
NUMBER	DATE	DESCRIPTION

PROPOSED DRIVEWAY GRADING  
**GORGAN HILLS ADDITION**  
 CITY OF CASPER, WYOMING

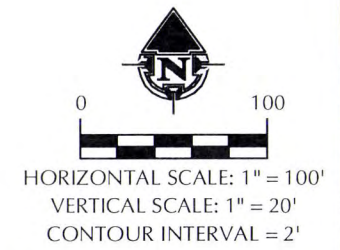
DATE: 4/9/2020  
 PROJECT #: 18-44  
 DRAWN BY: SAS  
 SHEET TITLE:  
 STREET "A"  
 PLAN & PROFILE  
 SHEET NUMBER  
**C.2.1B**

J.K.C. ENGINEERING  
 ENGINEERING • SURVEYING • GIS MAPPING  
 CONSTRUCTION MANAGEMENT  
 111 W. 2nd St., Ste 420 • Casper, Wyoming 82601  
 Ph: 307-265-4601 • Fax: 307-265-4672

S:\LAND2018\18-44 DWG\DESIGN\18-44\_CROSS STREET.dwg SAVED: 4/7/20 PRINTED: 4/7/20 BY: SHANNON



AREA OF DISTURBANCE = 3.11 ac.  
 VOLUME = 107,022 cu.yds. EXPORT  
 ROADWAY LENGTH = 697 ft.



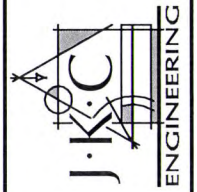
REVISION TABLE

NUMBER	DATE	DESCRIPTION

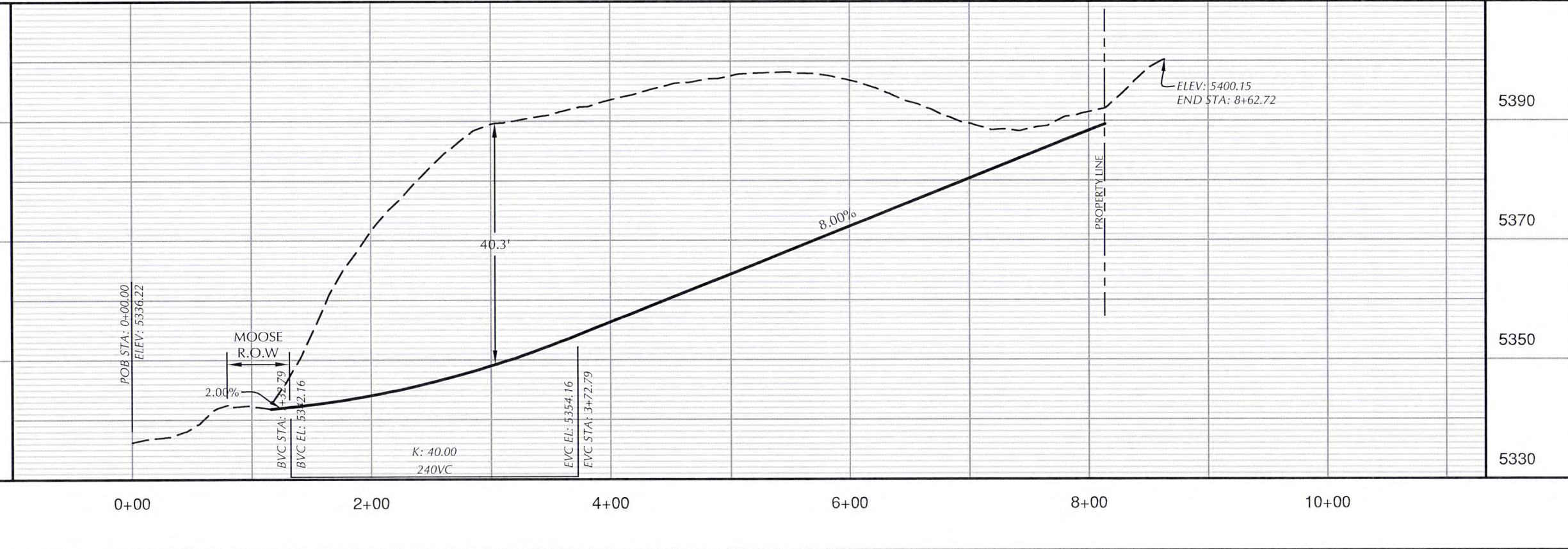
PROPOSED DRIVEWAY GRADING  
**GORGAN HILLS ADDITION**  
 CITY OF CASPER, WYOMING

DATE: 4/6/2020  
 PROJECT #: 18-44  
 DRAWN BY: SAS  
 SHEET TITLE:  
**STREET "B"  
 PLAN & PROFILE**

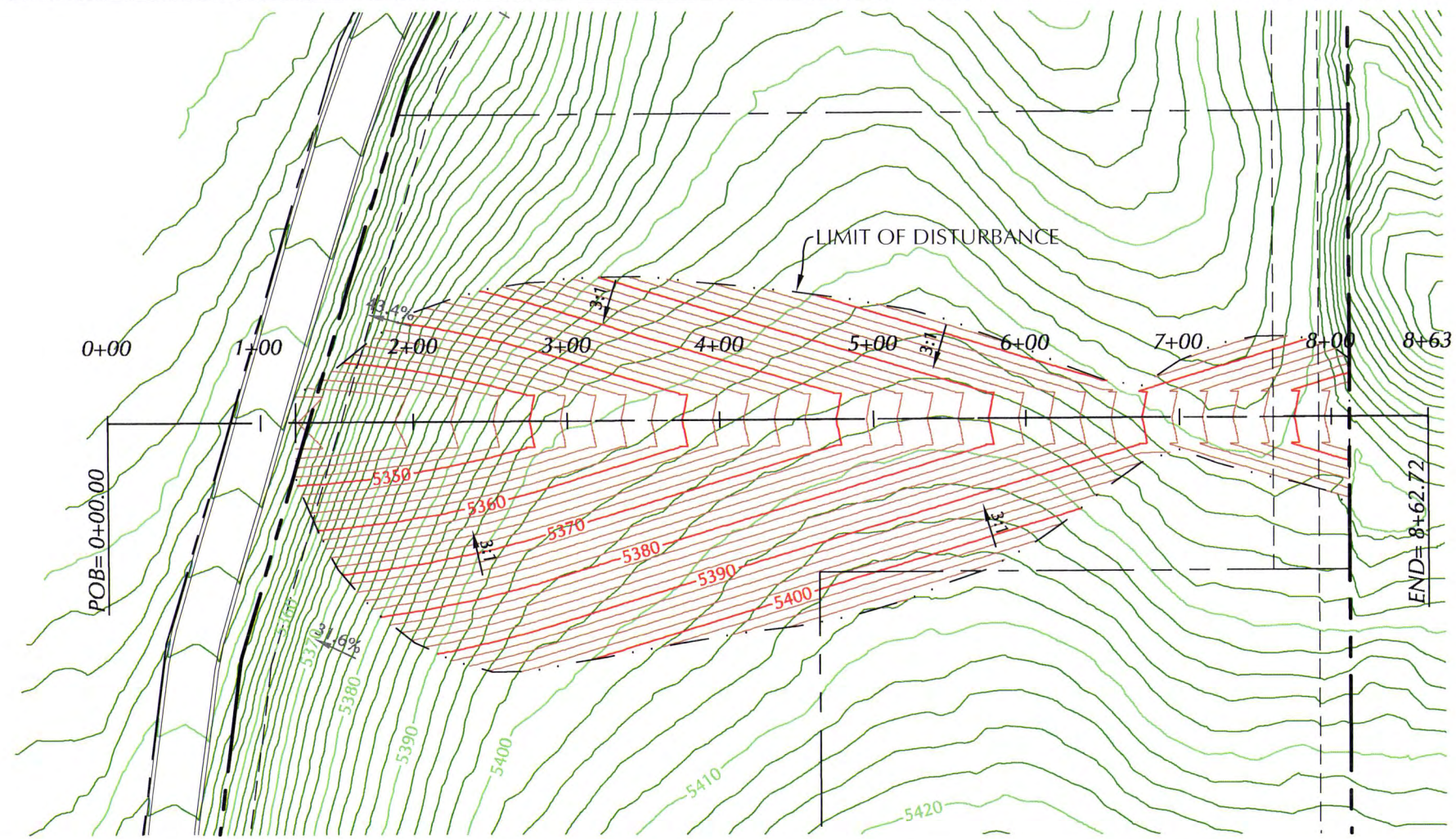
SHEET NUMBER  
**C2.2**

  
**J.K.C.**  
 ENGINEERING

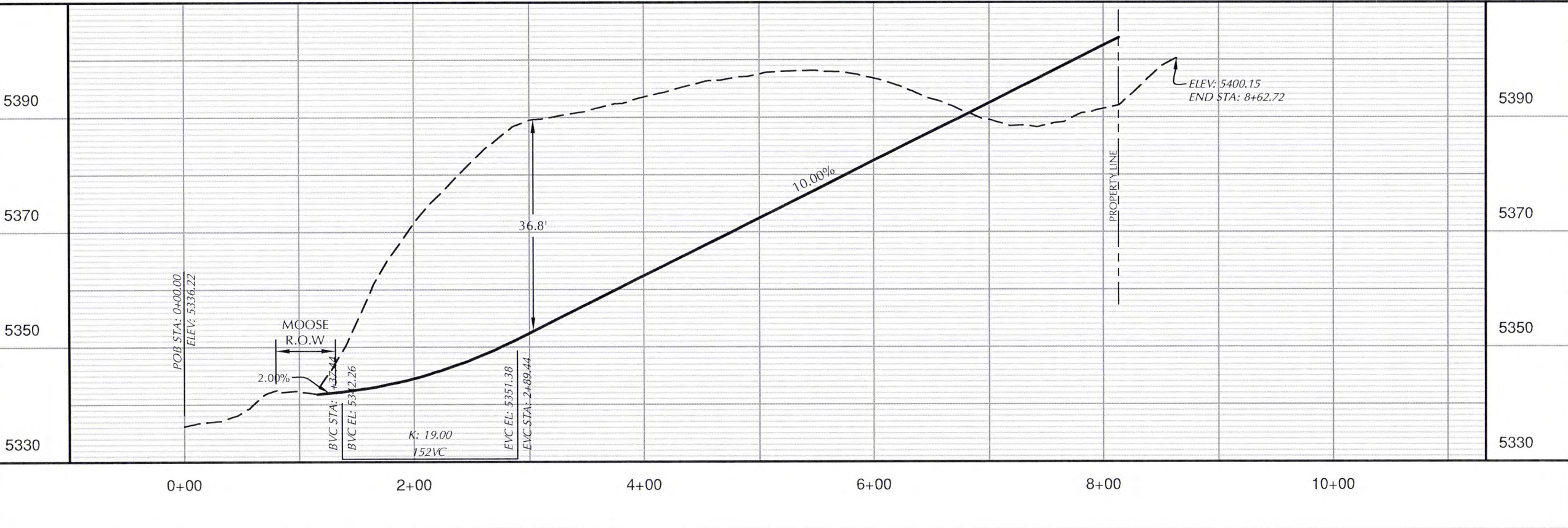
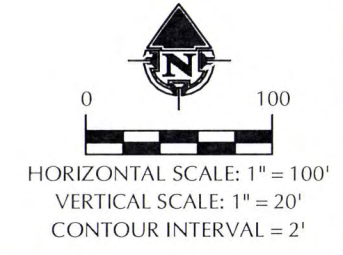
ENGINEERING • SURVEYING • GIS MAPPING  
 CONSTRUCTION MANAGEMENT  
 1111 W. 2nd St., Ste 420 • Casper, Wyoming 82601  
 Ph: 307-265-4601 • Fax: 307-265-4672



S:\LAND2018\18-44\DWG\DESIGN\18-44\_CROSS\_STREET\_ALTERNATE1.dwg\_SAVED:4/9/20 PRINTED:4/9/20 BY:SHANNON



AREA OF DISTURBANCE = 2.68 ac.  
 VOLUME = 1,730 cu.yds. FILL  
 = 77,677 cu.yds. EXPORT  
 ROADWAY LENGTH = 697 ft.

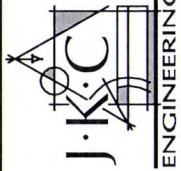


REVISION TABLE

NUMBER	DATE	DESCRIPTION

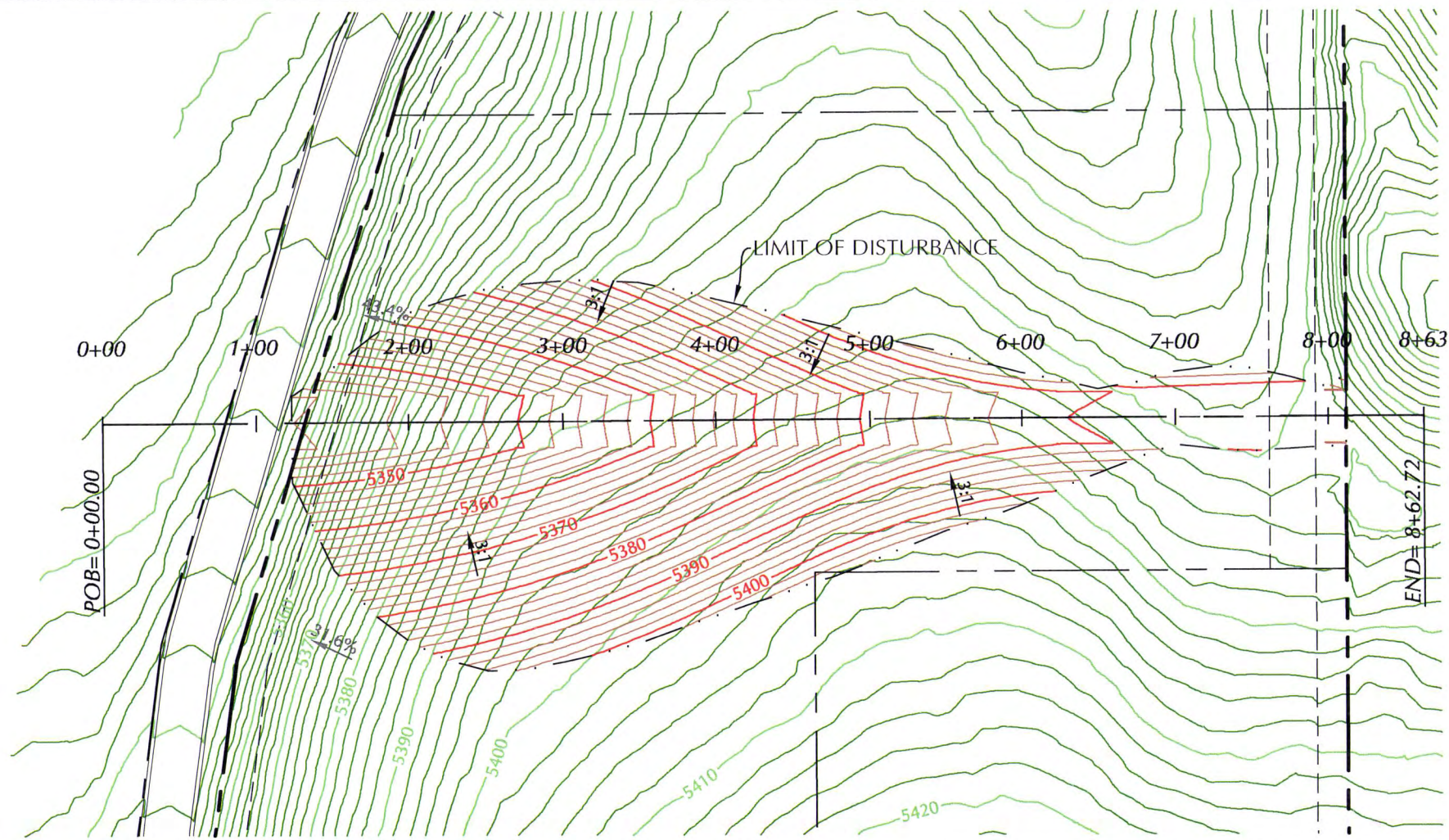
**PROPOSED DRIVEWAY GRADING**  
**GORGAN HILLS ADDITION**  
 CITY OF CASPER, WYOMING

DATE: 4/9/2020  
 PROJECT #: 18-44  
 DRAWN BY: SAS  
 SHEET TITLE:  
**STREET "B"**  
**PLAN & PROFILE**  
 SHEET NUMBER  
**C2.2A**

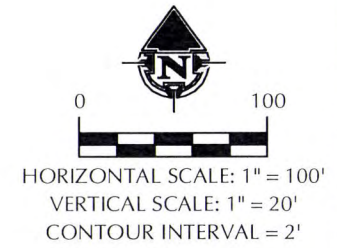


ENGINEERING • SURVEYING • GIS MAPPING  
 CONSTRUCTION MANAGEMENT  
 111 W. 2nd St., Ste 420 • Casper, Wyoming 82601  
 Ph: 307-265-4601 • Fax: 307-265-4672

S:\LAND2018\18-44\DWG\DESIGN\18-44\_CROSS STREET\_ALTERNATE2.dwg SAVEd: 4/9/20 PRINTED: 4/9/20 BY: SHANNON

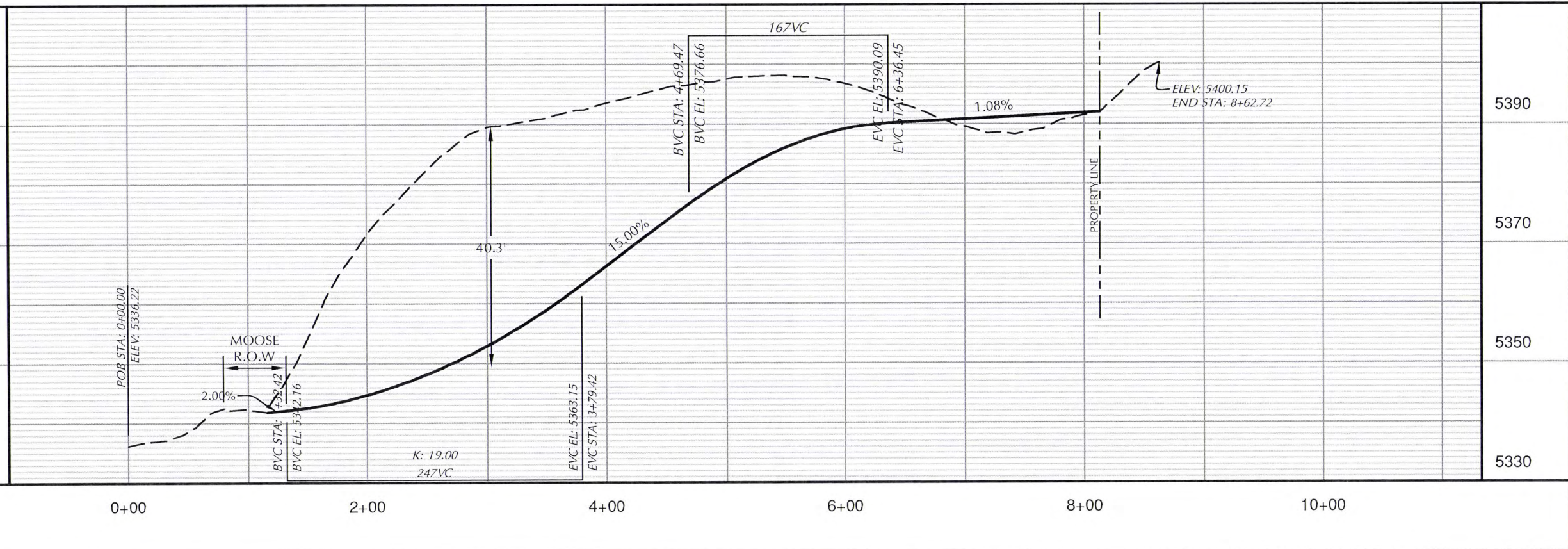


AREA OF DISTURBANCE = 2.30 ac.  
 VOLUME = 65,172 cu.yds. EXPORT  
 ROADWAY LENGTH = 697 ft.



REVISION TABLE

NUMBER	DATE	DESCRIPTION



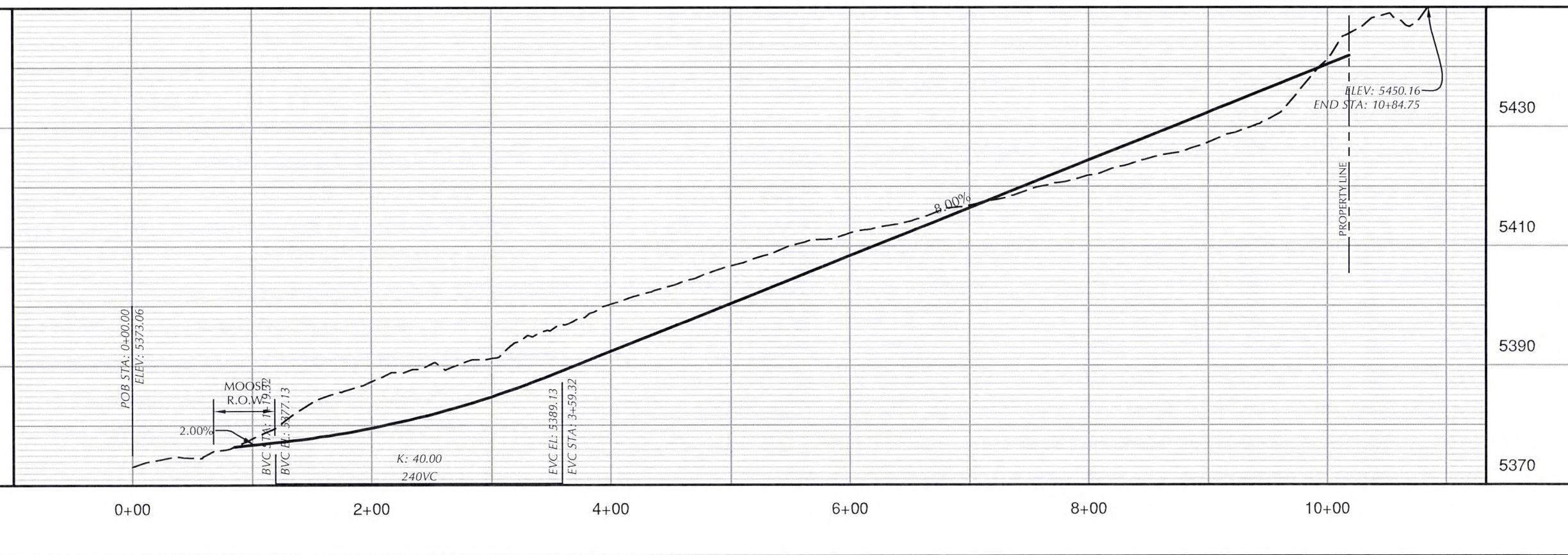
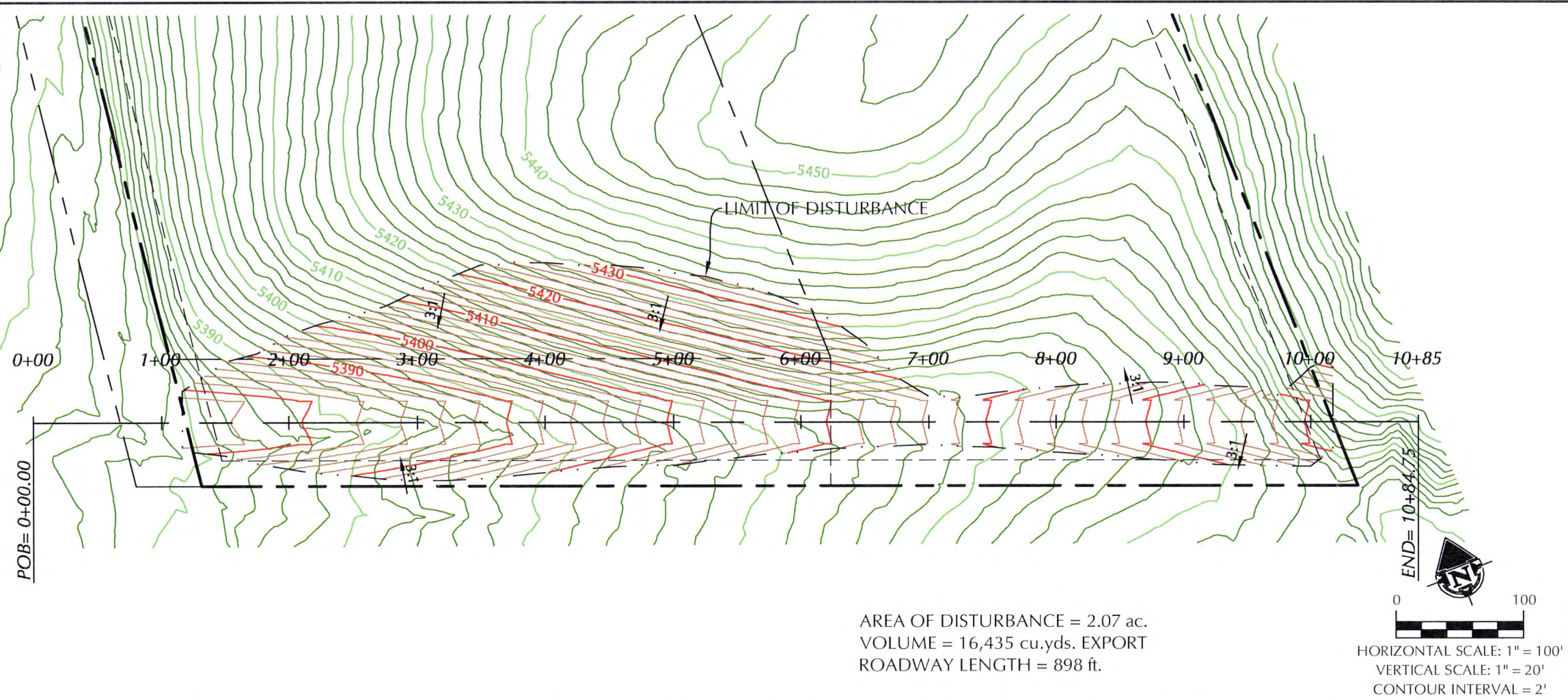
**PROPOSED DRIVEWAY GRADING**  
**GORGAN HILLS ADDITION**  
 CITY OF CASPER, WYOMING

DATE: 4/9/2020  
 PROJECT #: 18-44  
 DRAWN BY: SAS  
 SHEET TITLE:  
 STREET "B"  
 PLAN & PROFILE  
 SHEET NUMBER  
**C2.2B**



ENGINEERING • SURVEYING • GIS MAPPING  
 CONSTRUCTION MANAGEMENT  
 111 W. 2nd St., Ste 420 • Casper, Wyoming 82601  
 Ph: 307-265-4601 • Fax: 307-265-4672

s:\LAND2018\18-44\_DWG\DESIGN\18-44\_CROSS STREET.dwg SAVED: 4/7/20 PRINTED: 4/7/20 BY: SHANNON



REVISION TABLE

NUMBER	DATE	DESCRIPTION

ENGINEERING • SURVEYING • GIS MAPPING  
 CONSTRUCTION MANAGEMENT  
 111 W. 2nd St., Ste 420 • Casper, Wyoming 82601  
 Ph: 307-265-4601 • Fax: 307-265-4672

**J.K.C.**  
 ENGINEERING

PROPOSED DRIVEWAY GRADING  
**GORGAN HILLS ADDITION**  
 CITY OF CASPER, WYOMING

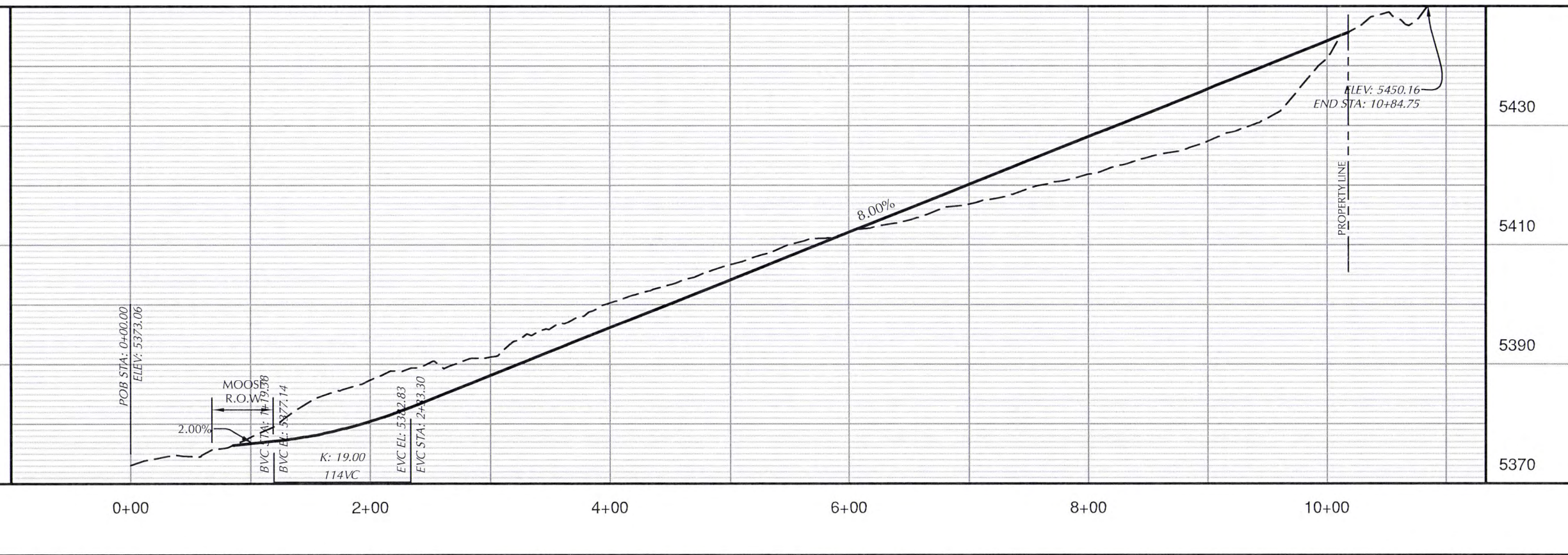
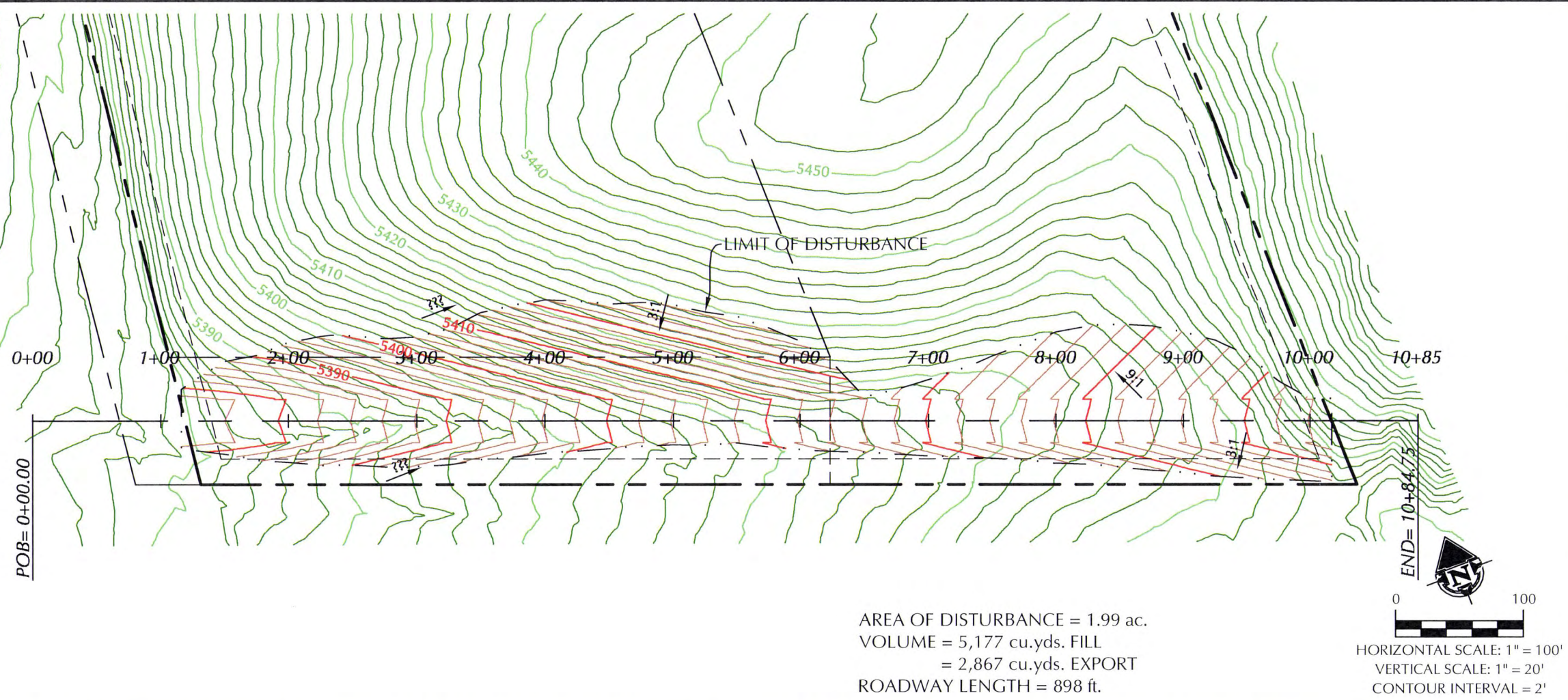
DATE: 4/6/2020  
 PROJECT #: 18-44  
 DRAWN BY: SAS

SHEET TITLE:  
**STREET "C"  
 PLAN & PROFILE**

SHEET NUMBER  
**C2.3**



S:\LAND2018\18-44\DWG\DESIGN\18-44\_CROSS STREET\_ALTERNATE1.dwg PRINTED: 4/9/20 BY: SHANNON



REVISION TABLE

NUMBER	DATE	DESCRIPTION

ENGINEERING • SURVEYING • GIS MAPPING  
 CONSTRUCTION MANAGEMENT  
 111 W. 2nd St., Ste 420 • Casper, Wyoming 82601  
 Ph: 307-265-4601 • Fax: 307-265-4672

**J.K.C.**  
 ENGINEERING

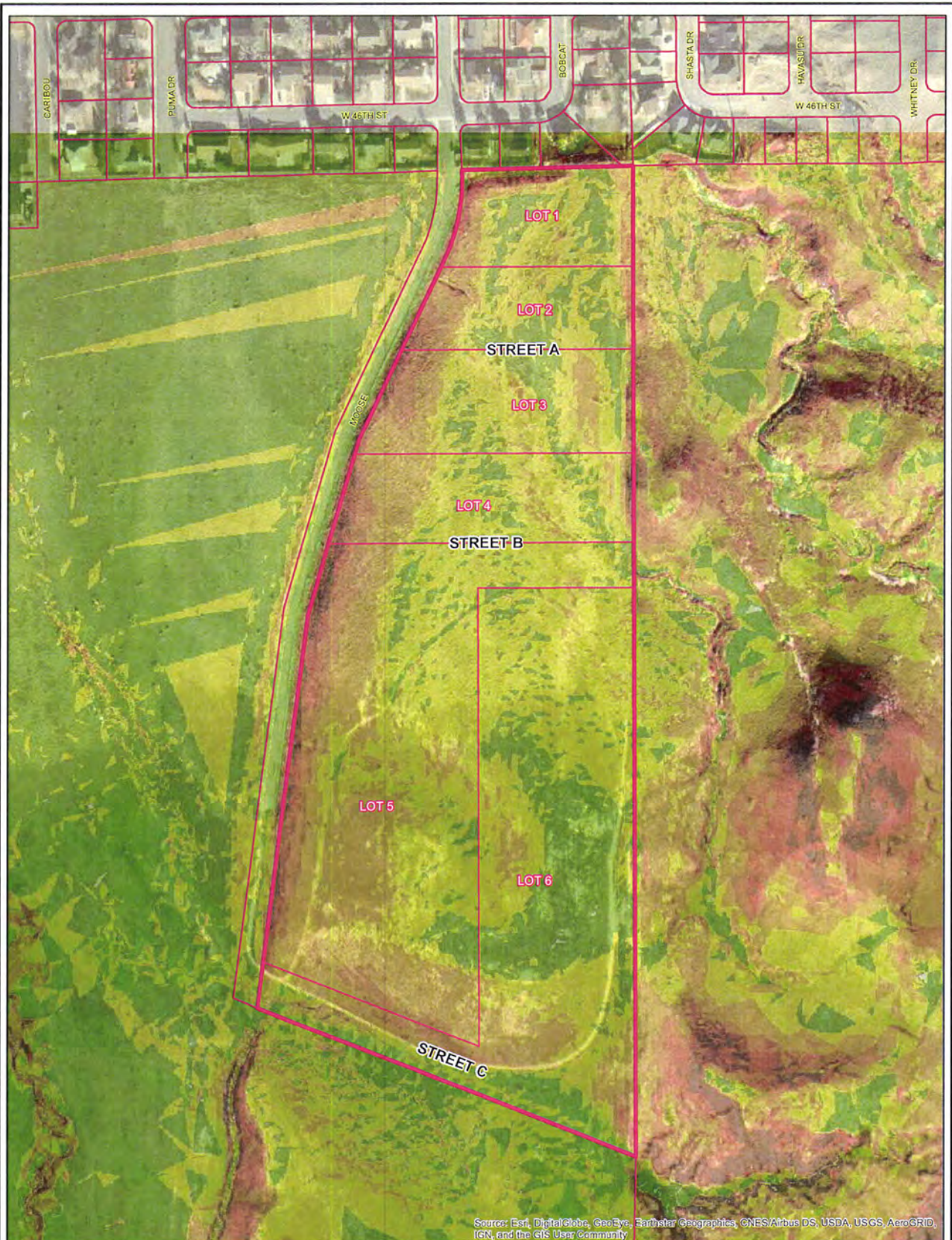
PROPOSED DRIVEWAY GRADING  
**GORGAN HILLS ADDITION**  
 CITY OF CASPER, WYOMING

DATE: 4/9/2020  
 PROJECT #: 18-44  
 DRAWN BY: SAS

SHEET TITLE:  
 STREET "C"  
 PLAN & PROFILE



SHEET NUMBER  
**C2.3A**



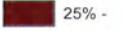
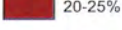





Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

**LEGEND**

**PARCELS**  
 SUBJECT PROPERTY  
 LOT LINES


**SURFACE SLOPE**

	25% -		15-20%
	20-25%		9-15%
			5-8%
			0-4%



GORGAN, LLC  
 3630 ERMINE CIRCLE  
 CASPER, WYOMING 82604

GORGAN HILLS ADDITION  
 CASPER, WYOMING



ENGINEERING • SURVEYING • GIS MAPPING  
 CONSTRUCTION MANAGEMENT  
 111 W. 2nd St., Ste 420 • Casper, Wyoming 82601  
 Ph: 307-265-4601 • Fax: 307-265-4672

**PLANNING AND ZONING MEETING  
THURSDAY, April 16, 2020  
CITY COUNCIL CHAMBERS**

These minutes are a summary of the meeting. For full details view online at [www.casperwy.gov](http://www.casperwy.gov) on the Meetings and Agendas web page. The Planning and Zoning Commission held a meeting at 6:00 p.m., on Thursday April 16, 2020, in the Council Chambers, City Hall, 200 North David Street, Casper, Wyoming.

Members Present:            Bob King  
                                      Randy Hein  
                                      Fred Feth  
                                      Susan Frank  
                                      Terry Wingerter

Absent Members:        Erik Aune

Others present:        Craig Collins, City Planner  
                                      Dee Hardy, Administrative Support Technician  
                                      Wallace Trembath, Deputy City Attorney  
                                      Andrew Beamer, Public Services Director  
                                      Jesse Morgan, 3630 Ermine Circle  
                                      John Bryson, 111 West 2<sup>nd</sup> Street, Suite 420  
                                      Connie Rodgers, 4511 Moose  
                                      Cheryl Hackett, 4441 Moose  
                                      Fred Kuck III, 5865 Bell Valley Road

**I.        MINUTES OF THE PREVIOUS MEETINGS**

Chairman King asked if there were additions or corrections to the minutes of the March 19, 2020 Planning & Zoning Commission meeting.

Chairman King called for a motion to approve the minutes of the March 19, 2020 Planning & Zoning Commission meeting.

Mr. Wingerter made a motion to approve the minutes of the March 19, 2020 meeting. The motion was seconded by Mr. Feth. All those present voted aye. Motion carried.

## II. PUBLIC HEARING

**The Chairman advised the applicants that it takes four (4) affirmative votes to carry any motion not just a majority of those commission members present. Anything less than four (4) votes is a denial. Applicants can postpone their Public Hearing until next month in anticipation of more Planning Commission members being present, if they so desire.**

PLN-20-012-R – A vacation and replat of Lot 1, Block 1, Cemetery Addition, to create Gorgan Hills Addition, comprising 31.52-acres, more or less, generally located south of West 46<sup>th</sup> Street, and east of Moose Street. Applicant: Gorgan, LLC.

Craig Collins, City Planner presented the staff report and entered fifteen (15) exhibits into the record for this case. The staff report recommends the following two (2) Conditions:

1. The plat shall be amended to add cross streets through the subdivision, from Moose Street to the eastern boundary, to comply with the City's maximum block length requirements found in Section 16.16.020.
2. The plat shall be amended to dedicate the necessary right-of-way at the south end of Moose Street for the construction of a standard City cul-de-sac or turnaround, and the applicant/owner shall construct said cul-de-sac or turnaround prior to the issuance of any Certificates of Occupancy for any structures in the subdivision.

Chairman King opened the public hearing and asked for the person representing the case to come forward and explain the application.

Jesse Morgan, 3630 Ermine Circle, spoke in favor of this case. He stated that he was going to let John Bryson with JKC Engineering speak about the replat.

John Bryson, 111 West 2<sup>nd</sup> Street, Suite 420, advised that the replat would create large rural type lots for four (4) residences. He noted materials had been provided in the packet pertaining to the cost of constructing streets. The topography of the land is not conducive for street construction.

Mr. Wingerter asked if there would be another entrance to the subdivision besides Moose street, and would there be a Home Owners Association (HOA)?

Mr. Morgan replied there would not be another entrance, and there would be covenants but not a Home Owners Association (HOA).

Chairman King asked Mr. Morgan if the two (2) Conditions listed in the staff report were acceptable.

Mr. Morgan stated that he objects to the construction of streets. He mentioned the grade limitation required by Municipal Code and it being cost prohibitive to the project.

Chairman King asked Andrew Beamer, Public Services Director to address the Municipal Code requirements for street construction.

Andrew Beamer, Public Services Director stated that the Municipal Code does allow for a 15% grade in areas deemed “hilly.”

Mr. Morgan advised that he still objects to cross streets in the development.

Chairman King asks staff to educate the Commission regarding the benefits of cross streets.

Mr. Collins advised that the cross streets would allow future access when development occurs adjacent to the proposed project multiple points of access, redundant utility connections. He noted that this is the only one opportunity to ensure adequate future access.

Mr. Feth mentioned receiving a letter with concerns about drainage.

Mr. Bryson advised the area would be developed for residential homes and the drainage would not be impacted.

Mr. Beamer stated he agrees with Mr. Bryson’s assessment that drainage would not be impacted by this development.

Mr. Wingerter reiterated his concern for another access into the area. He notes the area is used for exercise by the neighborhood and asks if the Fire Department has any concerns with the proposed replat.

Mr. Collins advised that the Fire Department is involved in the review process and the Planning Office did not receive any comments from them.

Chairman King asked for anyone wishing to comment in favor of, or opposition to this case.

Connie Rodgers, 4511 Moose, states she has a concern about the access to State Public Land. She suggests the applicant could place an access walkway along the power line easement.

Mr. Hein suggested that should the Planning Commission require a cross street as required by code, that would provide access to the State Land. He asked staff to clarify street and block length requirements.

Mr. Collins stated that per Municipal Code maximum block length would be 750 feet with a midblock pedestrian trail, or 500 feet without a midblock pedestrian trail. The street is approximately 2000 feet in length.

Ms. Frank asked staff if the upgrade to Moose Street would be the expense of the developer.

Mr. Collins replied, no the City of Casper would be responsible for the upgrade/improvements to Moose Street, as it is a developed, and dedicated City right of way.

Cheryl Hackett, 4441 Moose, stated the following concerns:

- Preserving access to State Land along the north end of Lot 1. She mentioned the fence line along West 46<sup>th</sup> Street could be used to preserve a trail that could be used to access State Land.
- A significant increase in traffic on Wolf Creek Road with the addition of six (6) homes. She noted that there are several children in the area.
- A need for additional streets in the proposed area.
- Cited that Moose is in need of repaving, and now understands that would be the responsibility of the City.
- Dust and dirt coming from the construction site.
- Asked to go on record that she believes that Mr. Morgan acquired the property while he served on the City Council. She noted that this was not the forum to address this concern, and will take it up with City Council.

Mr. Wingerter asked if she is against the proposed project, or would just like an additional access.

Ms. Hackett advised she is not opposed to development, but would like to have a trail to the State land and an additional access street, and street connectivity per City Code requirements.

Mr. Hein regarding dust and dirt, stated construction is a temporary situation and it would be different if there were going to be 20-30 homes instead of the proposed six (6).

Ms. Frank asked if a condition could be made to recommend connectivity?

Mr. Trembath addressed the Commission regarding the unusual circumstances for the hearing this evening, and advised that everyone that spoke should be called, again, to give them a chance for a rebuttal. He advised that the Commission is considering a land use case with a legal land owner this evening.

Ms. Rodgers did not have a rebuttal, but did state she likes Mr. Hein's suggestion requiring a street within the subdivision for connectivity.

Mr. Morgan stated he would let Mr. Bryson, surveyor, address comments.

Mr. Bryson advised that placing a street near the middle of the property would be the most challenging to build, and cost prohibitive for the applicant.

Mr. Morgan stated they had no problem with the requirement to build a cul-de-sac at the end of Moose Street.

Mr. Morgan stated that the majority of the concerns were about access to State Land. He noted that Whitney Drive is an additional access to the State Land. He advised that having to add a street would affect his plans for development. To address the comment that he purchased the property while serving on the City Council, he stated that the sale occurred between two (2) private property owners, not directly from the City to him.

Chairman King advised that the Planning and Zoning Commission is not the venue to address the issue of a sitting Council member acquiring property. He stated that would be best for City Council to address.

There being no others to speak Chairman King closed the public hearing and entertained a motion to approve, deny or table PLN-20-012-R.

Mr. Wingerter made a motion to approve case PLN-20-013-R, a replat creating Gorgan Hills Addition with Conditions #1-2 listed in the staff report, and forward a “do pass” recommendation to City Council. The motion was seconded by Mr. Hein.

There was discussion on:

- Placing a condition that would require the construction of three (3) streets that would go nowhere.
- Whitney Drive and Camelback having connectivity to State Land.
- The current proposal only having one ingress/egress on Moose Street.
- Does the recommendation have to require a certain number of cross streets? Mr. Collins advised that it does not. The recommendation in the staff report was taken from the Municipal Code. He noted that a different recommendation could strike a balance between the Code and the reality of the ground.
- Placement of a cross street should occur somewhere in the middle of the proposed development.

Chairman King asked Mr. Wingerter, if the motion currently on the floor could be amended. Mr. Wingerter stated an amended motion would be acceptable.

Mr. Hein made a motion to amend the original motion to locate a cross street in (approximately) between Lots 4 and 5. The motion was seconded by Mr. Feth. All those present voted aye. The motion was amended.

Chairman King called for a vote on the motion on the floor with the two (2) Conditions as amended. All those present voted aye. Motion Carried.



**The Chairman advised the applicants that it takes four (4) affirmative votes to carry any motion not just a majority of those commission members present. Anything less than four (4) votes is a denial. Applicants can postpone their Public Hearing until next month in anticipation of more Planning Commission members being present, if they so desire.**

PLN-20-013-Z – Petition for a zone change of Lots, 344 and 345, Kenwood Addition, located at the southwest corner of East 12<sup>th</sup> and South Melrose Streets, from zoning classification R-2 (One Unit Residential), to zoning classification C-2 (General Business), to allow for the construction of a coffee shop. Applicant: Grit Line, LLC.

Craig Collins, City Planner presented the staff report and entered seven (7) exhibits into the record for this case.

Chairman King opened the public hearing and asked for the person representing the case to come forward and explain the application.

Fred Kuck, 5865 Bell Valley Road, explained that he was requesting a zone change of the lots for a drive-thru coffee shop.

Mr. Wingerter asked if the coffee shop would be a trailer?

Mr. Kuck replied that it would be a building, similar to the Starbucks located on North Center Street.

Chairman King asked for anyone wishing to comment in favor of, or opposition to this case.

There being no one to speak Chairman King closed the public hearing and entertained a motion to approve, deny or table PLN-20-013-Z.

Mr. Wingerter made a motion to approve case PLN-20-013-Z, zone change Lots, 344 and 345, Kenwood Addition, to zoning classification C-2 (General Business) and forward a “do pass” recommendation to City Council. The motion was seconded by Ms. Frank.

Discussion:

Mr. Wingerter asked staff how the zoning could be R-2 (One Unit Residential). He noted previously a Mini-Mart convenience store had been at that location.

Mr. Collins stated that he was not certain how the zoning came to be R-2 (One Unit Residential).

Mr. Hein advised that this was the Planning Commission's opportunity to be historically correct and change the zoning to C-2 (General Business).

All those present voted aye. Motion Carried.

#### **IV. COUNCIL ACTIONS:**

The following item(s) have been approved by the City Council since the last Planning and Zoning Commission meeting.

A plat creating Garden Creek Square Addition No. 2.

A replat creating the Greenway Park III Addition and rezoning to PUD (Planned Unit Development) for Lot 1, Block 6; R-3 (One to Four Unit Residential) Blocks 1 & 5; and R-2 (One Unit Residential) for Blocks 2, 3 & 4.

A replat creating Kensington Heights Addition No. 1, and rezoning to R-2 (One Unit Residential).

#### **V. SPECIAL ISSUES:**

None.

#### **VI. COMMUNICATIONS:**

- A. Commission:  
Chairman King asked the Commissioners if they had any comments to share. There were none.
- B. Community Development Director:  
There were none.
- C. Council Liaison:  
There were none.
- D. OYD and Historic Preservation Commission Liaisons  
There were none.  
  
Casper Historic Preservation  
There were none.
- E. Other Communications:

There were none.

Chairman King stated that the next Planning and Zoning Commission meeting will be held Thursday, May 21, 2020.

**VII. ADJOURNMENT**

Chairman King called for a motion for the adjournment of the meeting. A motion was made by Ms. Frank and seconded by Mr. Hein to adjourn the meeting. All present voted aye. Motion carried. The meeting was adjourned 7:43 p.m.

---

Chairman

---

Secretary

ORDINANCE NO. 14-20

AN ORDINANCE APPROVING THE GORGAN HILLS ADDITION SUBDIVISION AGREEMENT AND A VACATION AND REPLAT CREATING GORGAN HILLS ADDITION, COMPRISING 31.52 ACRES, MORE OR LESS.

WHEREAS, an application has been made TO VACATE AND REPLAT Lot 1, Block 1, Cemetery Addition, to create the Gorgan Hills Addition Subdivision, comprising 31.52-acres, more or less, generally located south of West 46<sup>th</sup> Street and east of Moose Street (the “plat”); and,

WHEREAS, a written subdivision agreement will be entered into with the City of Casper, which will be approved with the plat upon third reading of this ordinance; and,

WHEREAS, the vacation and replat requires approval by ordinance following a public hearing; and,

WHEREAS, after a public hearing, the City of Casper Planning and Zoning Commission passed a motion recommending that the City Council approve the requested vacation and replat; and,

WHEREAS, the governing body of the City of Casper finds that the above described vacation, replat and subdivision agreement should be approved.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING:

SECTION 1:

That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, the Gorgan Hills Subdivision Agreement.

SECTION 2:

That the vacation and replat creating the Gorgan Hills Addition is hereby approved under terms and conditions of the Gorgan Hills Subdivision Agreement.

SECTION 3:

This ordinance shall be in full force and effect from and after passage on three readings and publication pursuant to law.

PASSED on 1st reading the \_\_\_\_ day of \_\_\_\_\_, 2020.

PASSED on 2nd reading the \_\_\_\_ day of \_\_\_\_\_, 2020.

PASSED, APPROVED, AND ADOPTED on 3rd and final reading the \_\_\_\_ day of \_\_\_\_\_, 2020.

APPROVED AS TO FORM:



---

ATTEST:

---

Fleur Tremel  
City Clerk


CITY OF CASPER, WYOMING  
A Municipal Corporation

---

Steven K. Freel  
Mayor

May 6, 2020

MEMO TO: J. Carter Napier, City Manager 

FROM: Liz Becher, Community Development Director 

SUBJECT: Public Hearing for Consideration of a Resolution certifying Annexation compliance with Title 15, Chapter 1, Article 4 of the Wyoming State Statutes to determine if the Annexation of the Sontrust No. 1 Addition to the City of Casper complies with W.S. §15-1-402.

Meeting Type & Date:

Regular Council Meeting, May 19, 2020

Action Type:

Resolution with public hearing

Recommendation:

That Council, by resolution, find that the annexation of the Sontrust No. 1 Addition complies with W.S. §15-1-402.

Summary:

Pursuant to the Wyoming State Statutes pertaining to annexations, as amended, Council must find that any annexation complies with certain conditions related to the suitability and feasibility of the annexation. In addition, the Council must also accept the annexation report prepared to outline the costs and benefits of the annexation to the City and to the future owners of the property to be annexed.

Application has been made for an annexation, plat and zoning to create the Sontrust No. 1 Addition to the City of Casper. The subject property encompasses approximately 12,700 square feet, is contiguous with the City limits on its east side, and is an irregular-shaped property with three (3) public street frontages. The property is currently occupied by multiple structures that are proposed to be torn down by the applicant. Land uses in the surrounding area include multifamily residential, single-family residential, and light industrial. The area is located within the City of Casper's Urban Growth Boundary, and is therefore, appropriate for annexation, and the provision of City services.

In approving the resolution, the Council is formally making the following findings:

1. The annexation of the area is for the protection of health, safety, and welfare of the persons residing in the area and in the City because public utilities, including water and/or sewer, will be made available to the property owners.
2. The urban development of the area will constitute a natural, geographical, economical, and social part of the City because the area is adjacent to properties currently located

within the City limits of Casper. The area is not isolated by any natural or manmade features and is a natural extension of the City limits.

3. The annexation of the area is a logical and feasible addition to the City and the extension of basic and other services customarily available to the residents of the City can reasonably be furnished to the area because the area is adjacent to properties currently being served by City services. The area can be serviced without the need for additional City-funded infrastructure such as water trunk lines, booster stations, or storage tanks. The City of Casper will not have to expend capital dollars on emergency response or public works equipment, nor hire additional personnel to serve this area.
4. The annexation of the area is contiguous with, and adjacent to the City limits.
5. The City does not operate its own electric utility. Rocky Mountain Power Company will provide electric service for the area, as they do for the balance of the City of Casper.
6. All of the conditions required and set forth in Wyoming State Statute 15-1-402(c) exist and the required procedures for the annexation of the area have been met. An annexation report was prepared pursuant to Wyoming State Statute 15-1-402(c) and was disseminated to affected landowners and utility companies according to Wyoming Law.
7. The time and place for the public hearing to determine whether or not the proposed annexation complies with Wyoming State Statute 15-1-402 was published in the Casper Star-Tribune twice; a minimum of 15-days prior to the final public hearing, and notice will be given as provided by Wyoming State Statute 15-1-405.

The annexation report, prepared pursuant to Wyoming State Statute §15-1-402, offers information that provides support for the findings as required by Statute. The annexation report concludes that the City can provide public services to these properties without additional staff, equipment, or immediate facility/infrastructure expansion.

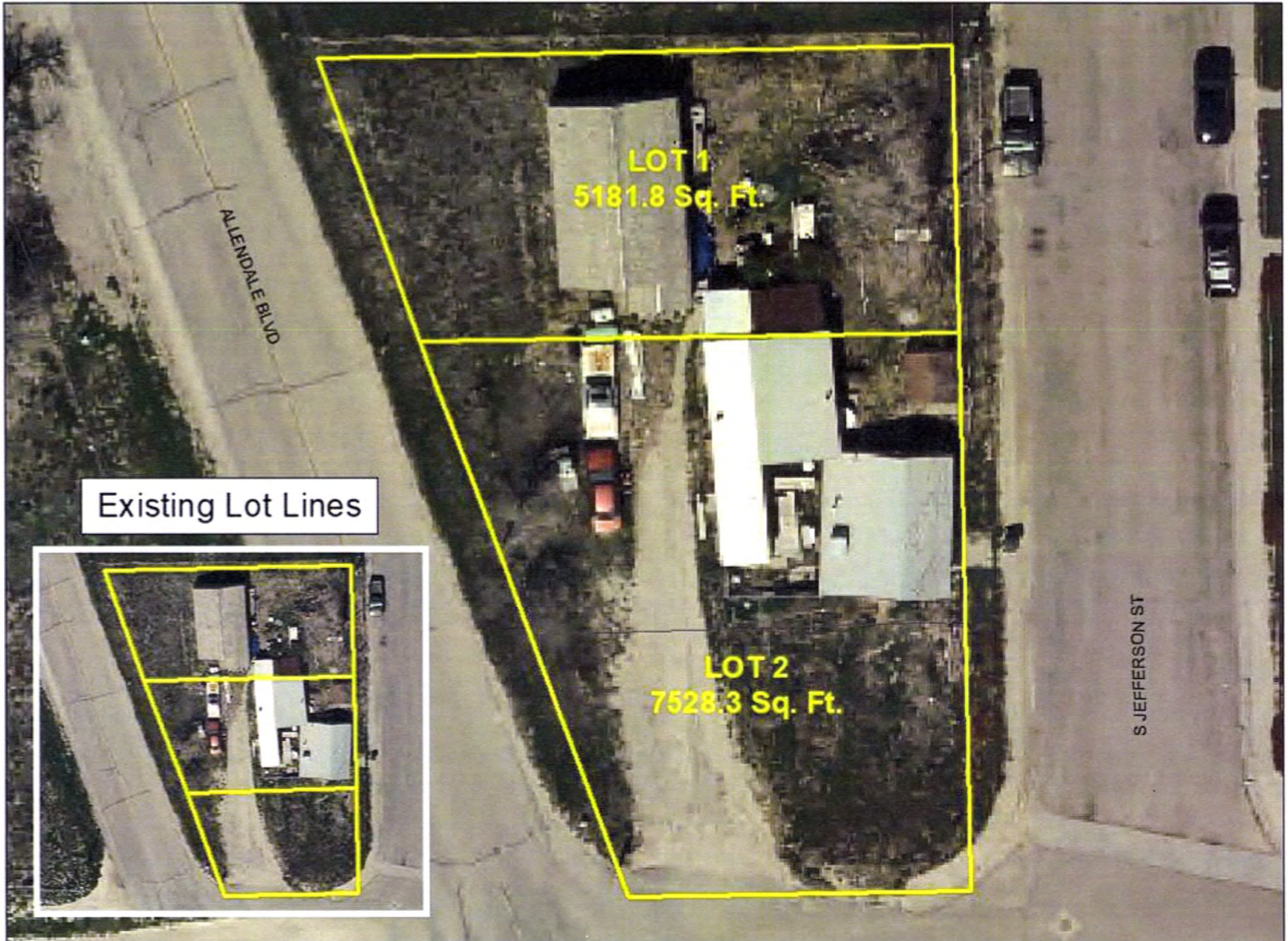
Oversight/Project Responsibility:

Craig Collins, AICP, City Planner, is tasked with processing annexations.

Attachments:

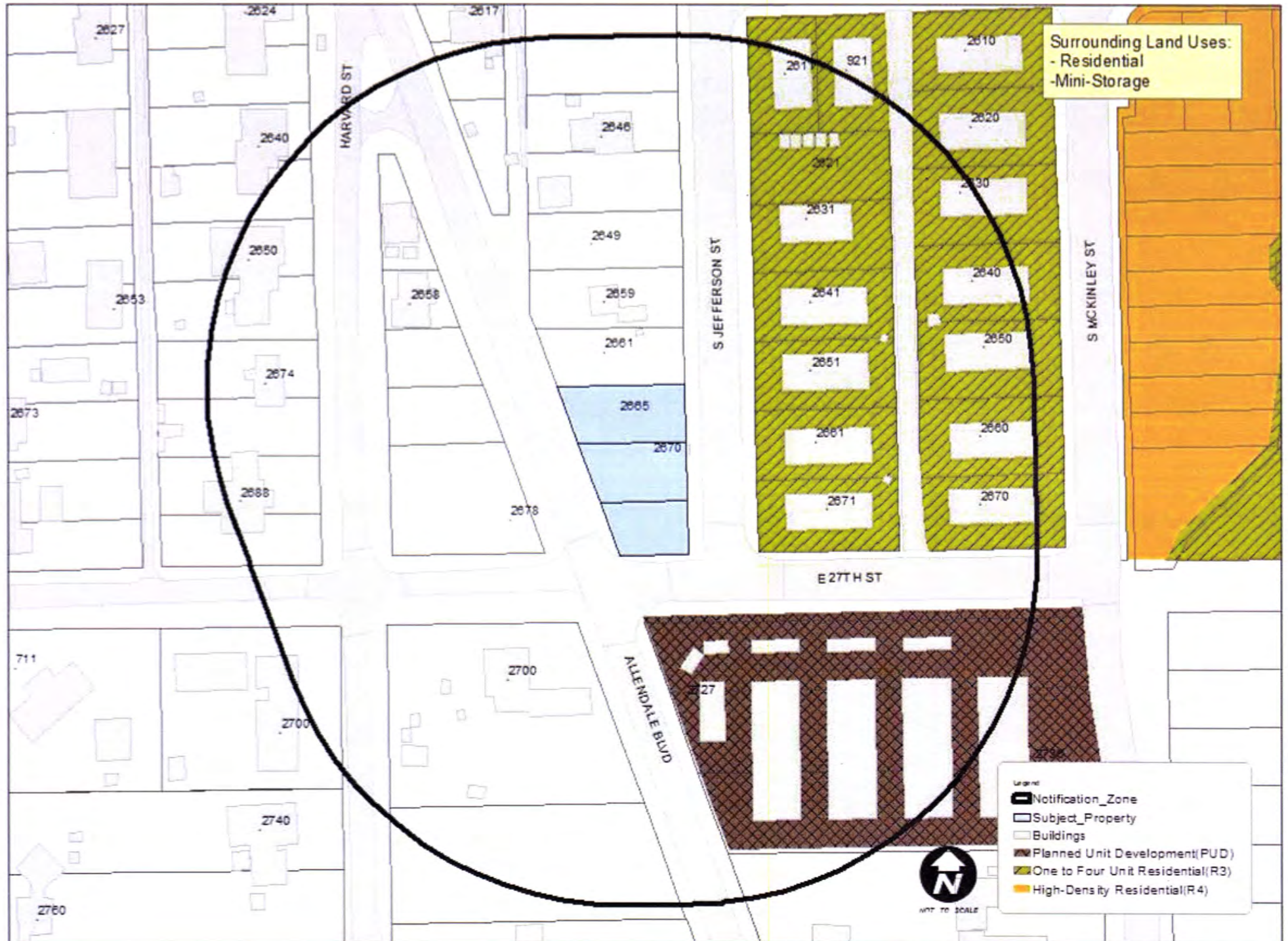
Location Map  
Resolution

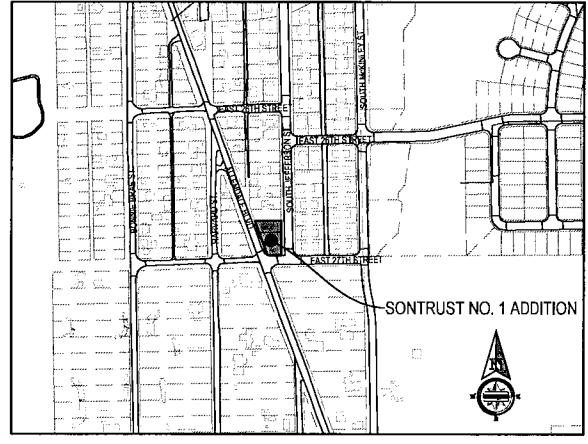
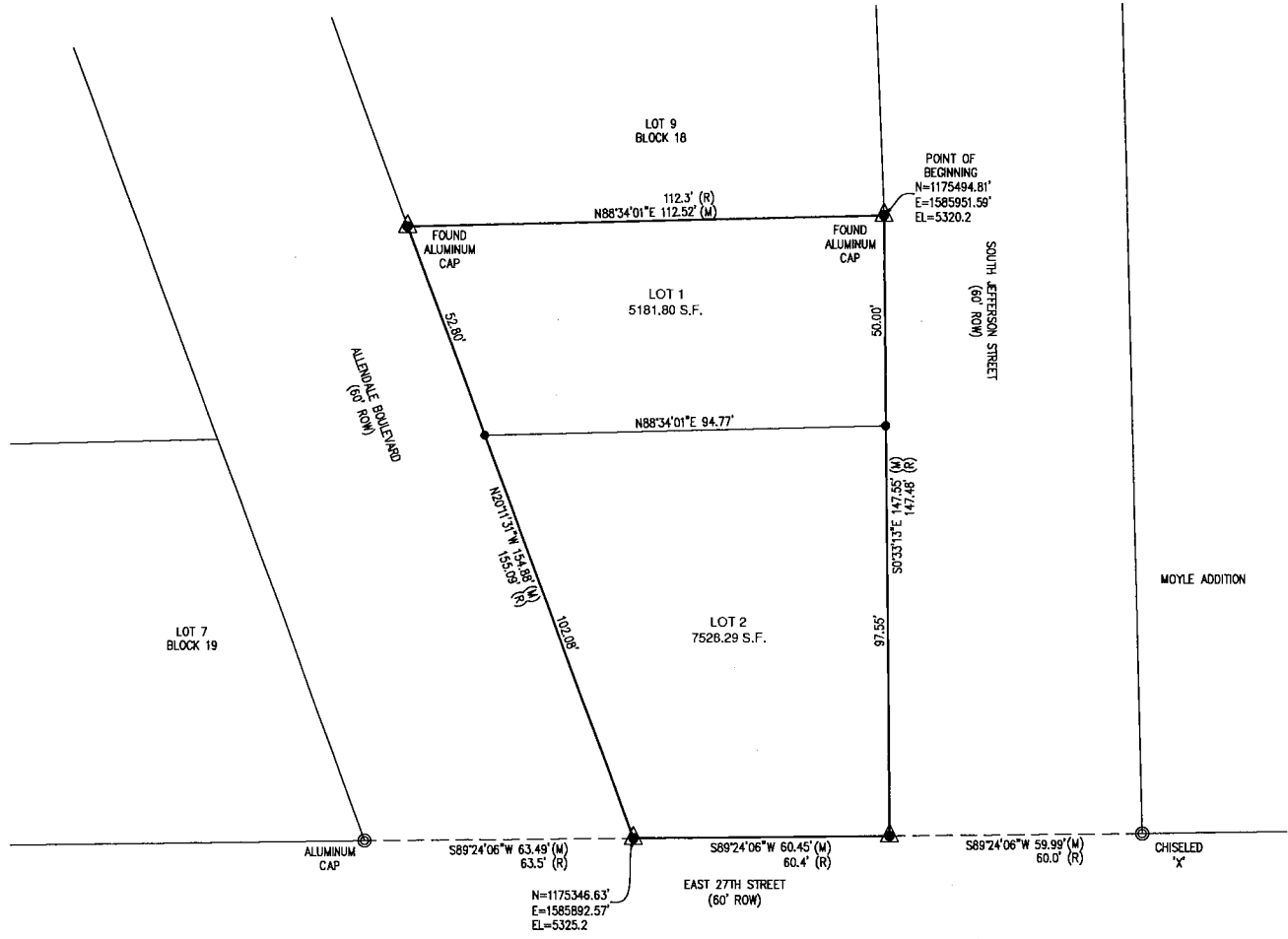
# Proposed Annexation and Replat, Sontrust No. 1 Addition





# Proposed Annexation Sontrust No. 1 Addition





**CERTIFICATE OF DEDICATION**

STATE OF WYOMING }  
 COUNTY OF NATRONA } SS

THE UNDERSIGNED, SONTRUST DEVELOPMENT, LLC, DOES HEREBY CERTIFY THAT THEY ARE THE OWNERS AND PROPRIETORS OF THE FOLLOWING DESCRIBED PARCEL OF LAND KNOWN AS LOTS 6, 7 & 8, BLOCK 18, COUNTRY CLUB ADDITION, SITUATE WITHIN THE SW1/4 OF SECTION 15, T.33N., R.79W., 6TH P.M., NATRONA COUNTY, WYOMING, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE PARCEL AND OF SAID LOT 8, BLOCK 18, COUNTRY CLUB ADDITION, ALSO BEING THE SOUTHEAST CORNER OF LOT 9, BLOCK 18 AND THE POINT OF BEGINNING, MONUMENTED BY A BRASS CAP;

THENCE S00°33'13"E, ALONG THE EAST LINE OF SAID LOTS 6, 7 & 8, BLOCK 18, COUNTRY CLUB ADDITION AND THE WEST LINE OF SOUTH JEFFERSON STREET, A DISTANCE OF 147.55 FEET, TO THE SOUTHEAST CORNER OF THE PARCEL ALSO BEING THE SOUTHEAST CORNER OF SAID LOT 6, MONUMENTED BY A BRASS CAP;

THENCE S88°24'06"W, ALONG THE SOUTH LINE OF THE PARCEL AND SAID LOT 6, BLOCK 18, AND THE NORTH LINE OF EAST 27TH STREET, A DISTANCE OF 60.45 FEET TO THE SOUTHWEST CORNER OF THE PARCEL AND OF SAID LOT 6, BLOCK 18, MONUMENTED BY A BRASS CAP;

THENCE N201°13'11"W, ALONG THE WEST LINE OF THE PARCEL AND OF SAID LOTS 6, 7 & 8, BLOCK 18, AND THE EAST LINE OF ALLENDALE BOULEVARD, A DISTANCE OF 154.88 FEET TO THE NORTHWEST CORNER OF THE PARCEL AND SAID LOT 8, BLOCK 18, ALSO BEING THE SOUTHWEST CORNER OF SAID LOT 9, BLOCK 18, MONUMENTED BY A BRASS CAP;

THENCE N88°34'01"E, ALONG THE NORTH LINE OF THE PARCEL AND SAID LOT 8, BLOCK 18, ALSO THE SOUTH LINE OF SAID LOT 9, BLOCK 18, A DISTANCE OF 112.52 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 0.29 ACRES, (12,710.09 S.F.) MORE OR LESS, AND IS SUBJECT TO ANY RIGHTS-OF-WAY AND/OR EASEMENTS, RESERVATIONS, AND ENCUMBRANCES WHICH HAVE BEEN LEGALLY ACQUIRED.

THE TRACT OF LAND, AS IT APPEARS ON THIS PLAT, IS DEDICATED WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS AND PROPRIETORS. THE NAME OF THE SUBDIVISION SHALL BE "SONTRUST NO. 1 ADDITION" ALL ROADS AND STREETS AS SHOWN HEREON ARE HEREBY DEDICATED TO THE USE OF THE PUBLIC.

SONTRUST DEVELOPMENT, LLC  
 1927 RUSTIC RIDGE DR.  
 CASPER, WYOMING 82609

TIMOTHY KOSLOWSKI - MANAGING MEMBER

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY TIMOTHY KOSLOWSKI, MANAGING MEMBER OF SONTRUST DEVELOPMENT, LLC, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020.

WITNESS MY HAND AND OFFICIAL SEAL.  
 MY COMMISSION EXPIRES \_\_\_\_\_

\_\_\_\_\_  
 NOTARY PUBLIC

**APPROVALS**

APPROVED BY THE CITY OF CASPER PLANNING AND ZONING COMMISSION OF CASPER, WYOMING  
 THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020.

ATTEST: \_\_\_\_\_ SECRETARY \_\_\_\_\_ CHAIRMAN

APPROVED BY THE CITY COUNCIL OF CASPER, WYOMING BY RESOLUTION NO. \_\_\_\_\_ DULY PASSED,  
 ADOPTED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020.

ATTEST: \_\_\_\_\_ CITY CLERK \_\_\_\_\_ MAYOR

INSPECTED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020.

INSPECTED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020.

\_\_\_\_\_  
 CITY ENGINEER

\_\_\_\_\_  
 CITY SURVEYOR

**NOTES**

1. ERROR OF CLOSURE EXCEEDS 1:105,384.
2. BASIS OF BEARINGS IS THE WYOMING STATE PLANE COORDINATE SYSTEM, EAST CENTRAL ZONE, NAD 1983/86.
3. THE CONVERGENCE ANGLE AT THE POINT OF BEGINNING IS 0°41'35.785", AND THE COMBINED FACTOR IS 0.9997706.
4. ALL DISTANCES ARE GROUND.
5. ELEVATIONS SHOWN HEREON ARE BASED ON NAVD 88 DATUM AND ARE NOT MEANT TO BE USED AS BENCHMARKS.

**CERTIFICATE OF SURVEYOR**

STATE OF WYOMING }  
 COUNTY OF NATRONA } SS

I, WILLIAM R. FEHRINGER, A REGISTERED PROFESSIONAL LAND SURVEYOR, LICENSE NO. 5528, DO HEREBY CERTIFY THAT THIS PLAT WAS MADE FROM NOTES TAKEN DURING AN ACTUAL SURVEY MADE UNDER MY DIRECT SUPERVISION IN JANUARY, 2020, AND THAT THIS PLAT, TO THE BEST OF MY KNOWLEDGE AND BELIEF, CORRECTLY AND ACCURATELY REPRESENTS SAID SURVEY. ALL DIMENSIONS ARE EXPRESSED IN FEET AND DECIMALS THEREOF. COURSES ARE REFERRED TO THE WYOMING STATE PLANE COORDINATE SYSTEM, EAST CENTRAL ZONE, NAD 1983/86, CITY OF CASPER GIS SYSTEM ALL BEING TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.



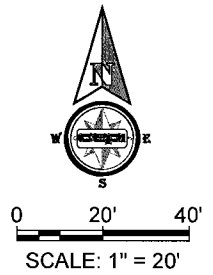
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY WILLIAM R. FEHRINGER  
 THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020.

WITNESS MY HAND AND OFFICIAL SEAL.  
 MY COMMISSION EXPIRES \_\_\_\_\_

\_\_\_\_\_  
 NOTARY PUBLIC

A VACATION, ANNEXATION AND REPLAT OF  
 LOTS 6, 7 & 8, BLOCK 18  
 COUNTRY CLUB ADDITION  
 AS  
**SONTRUST NO. 1 ADDITION**  
 AN ADDITION TO THE CITY OF CASPER, WYOMING  
 BEING A PORTION OF THE SW1/4  
 OF SECTION 15, T.33N., R.79W., 6TH P.M.  
 NATRONA COUNTY WYOMING  
 JANUARY, 2020

M:\Land 2020\Surveying\20-118 Timbly Construction\Survey Plots\SONTRUST NO.1 ADD.dwg, 1/21/2020, BIL



- LEGEND**
- ▲ SET BRASS CAP
  - SET MONUMENT 5/8" REBAR & ALUMINUM CAP
  - FOUND MONUMENT AS NOTED



**SONTRUST NO. 1 ADDITION  
SUBDIVISION AGREEMENT**

This Subdivision Agreement ("Agreement") is made and entered into this 19<sup>th</sup> day of May, 2020, by and between the following parties:

1. The City of Casper of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601 ("City").
2. Sontrust Development, LLC 1927 Rustic Drive, Casper, Wyoming 82609 ("Owner").

Throughout this Agreement, City and Owner may be individually referred to as a "party" or collectively referred to as the "parties."

**RECITALS**

- A. Whenever the Public Services Director, City Engineer, Community Development Director, or other City official is mentioned in this Agreement, it shall be deemed to include their designees.
- B. Owner has applied to annex and plat the proposed Sontrust No. 1 Addition, comprising 0.29-acres, more or less, located at 2665 Allendale Boulevard.
- C. A plat of Sontrust No. 1 ("Addition") has been prepared by the Owner, and approved by the City of Casper, and shall be signed and recorded at the Natrona County Clerk's Office concurrently with this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein, the parties hereto agree as follows:

**SECTION 1 – INCORPORATION OF RECITALS**

The recitals set forth above are incorporated at this point as if fully set forth as part of this Agreement.

**SECTION 2 - OBLIGATIONS OF OWNER**

Upon written demand of the Council or the City Manager, the Owner, its heirs, successors, grantees or assigns, at their sole cost and expense, shall do, or cause to be done, the following:

## 2.1 Surveying:

- a. All subdivision corners shall be marked with 3¼ brass caps. These caps shall show the name of the surveyor or company making the survey, and the license number of the surveyor making the survey or certifying the survey. All PLSS corners shall be properly marked for identification as to the location as per Wyoming Statutes and Rules and Regulations of the Wyoming Board of Registration for Professional Engineers and Professional Land Surveyors, shall be referenced if subject to destruction, and again shall show the proper identification and license of the certifying surveyor. A corner record shall be recorded as per Wyoming Statutes and Rules and Regulations of the Wyoming Board of Registration for Professional Engineers and Professional Land Surveyors. A copy will be provided to the City upon recordation.
- b. Block and Lot corners, points of tangency (PT's) and points of curve (PC's) of all curves shall be marked by an iron pin not less than five-eighths (5/8) inches in diameter and not less than twenty-four (24) inches in length, with a brass or aluminum cap not less than 2 and one-half (2½) inches in diameter securely fastened to the top, unless otherwise impractical. These monuments will be set prior to the recording of the plat in the Office of the County Clerk unless approved by the City Surveyor.
- c. Said corners shall be in place for final inspection by the Public Services Director upon completion of the sidewalk (curbwalk), or curb and gutter.
- d. A digital copy of the Final Subdivision Plat shall be provided to the City, as required by the Casper Municipal Code ("Code"). No building permit shall be issued prior to the recording of the plat.

## 2.2 Construction Sequence:

Main water lines, sewer lines, storm sewer, streets, sidewalks, pavement overlays, and access drives shall be constructed in an orderly sequence, as the Addition is developed and built upon, so that there will be no gaps left in the paving, sidewalks, and other off-site improvements. Streets shall not be paved until all water lines, storm sewers, and property water and sewer services are in place and the ditches thereof properly backfilled and compacted, in accordance with City requirements. The Owner shall receive the approval of the Public Services Director prior to commencing any and all phases of construction.

## 2.3 Certification of Construction; Repair Obligations:

- a. All improvements shall be designed and inspected by a Wyoming registered professional engineer, who shall certify that the improvements, including, but not limited to, streets, curbs, gutter, sidewalks, paving, parkways, utility systems, storm sewers, street lighting, street signs and

striping, etc., have been constructed in accordance with plans and specifications approved by the Public Services Director. The certification by the engineer and approval by the City shall be in writing. Approval of the construction plans by the Public Services Director is required before a building permit will be issued by the City.

- b. The Owner shall maintain, repair, and replace all improvements that fail within the warranty period as provided by the Code. This obligation includes maintenance, repair or replacement for any cause during such period, including acts of subcontractors. In the event the Owner fails to maintain, repair, or replace said improvements, City shall have the right but not the obligation, at its option, to maintain, repair, or replace the same and Owner agrees to pay for any cost incurred thereby. Maintenance, repair, or replacement by the City does not relieve the Owner from its obligation under this paragraph and shall not be construed to be an acceptance of the improvements by the City.
- c. Upon issuance of a "letter of acceptance" by the Public Services Director pursuant to the Code, the City will assume ownership and the responsibility for the maintenance of the improvements. The Owner shall be responsible for the maintenance, repair and replacement of the improvements until the City issues its "letter of acceptance."

#### 2.4 Underground Utilities and Street Lights:

All new utilities shall be located underground. All street lights shall be installed in compliance with Code street-lighting standards at the Owner's sole expense. Streetlight pole materials shall be as approved in writing by the Public Services Director.

#### 2.5 Soils Analysis:

The Owner shall provide the Public Services Director with a soils analysis concurrently with the submittal of subdivision construction plans. Individual lot test bores may be required on each lot, with a soil analysis for the foundation design at the sole discretion of the Public Services Director. Test results, soil analyses and foundation designs shall be submitted to the Community Development Director.

#### 2.6 Erosion Control Program:

- a. The Owner shall submit, and have approved by the Public Services Director, a comprehensive erosion control program for the area disturbed during construction activities to mitigate the adverse effects of blowing dirt or dust, and water erosion on other properties in the immediate area before the issuance of an earthwork, road cut or grading permit pursuant to the Code. An erosion and sediment control permit shall be obtained

from the Public Services Director prior to any earthwork taking place in the Addition.

- b. The Owner shall post security for its erosion control as required by the Code, and in a form acceptable to the City. It shall be the obligation of the Owner to keep any security in full force and effect, as required by the Code. In addition, the Owner shall furnish proof of the same to the Public Services Director upon demand of the City.

## 2.7 Retaining Walls and Fences:

Any retaining walls constructed within the subdivision by the Owner shall be designed and certified by a Wyoming registered professional engineer. The design(s) shall be submitted to the Public Services Director and Community Development Director for written approval before a building permit will be issued. Said walls shall be constructed within the boundaries of each lot and not on the property lines. Maintenance of said walls shall be the responsibility of each individual lot owner. Provided, however, retaining walls and fences shall not be constructed on any drainage easements, or on any other ways depicted on any other recorded instrument without the approval of the Public Services Director.

## 2.8 Water and Sewer:

All water and sewer improvements shall be constructed in full compliance with the Code as it exists at the time of construction, including, but not limited to the following requirements:

- a. Curb boxes shall be left behind the sidewalk in front of each lot and the Owner shall protect, during the subsequent course of developing the Addition, valve boxes and curb boxes from damage, and be wholly responsible for the repair and replacement to the Public Services Director's satisfaction of such that are damaged or destroyed. If the Owner shall fail or refuse to promptly repair or replace such boxes as required, the City may do so and charge the Owner directly for said cost. The Owner shall adjust said valve and curb boxes to finished grade, at the time the paving work is completed in the Addition.
- b. The Owner shall construct the necessary water lines and appurtenances up to and through the Addition. All work shall be in accordance with plans and specifications to be prepared by the Owner's engineer and approved in writing by the Public Services Director. Water line sizes shall be as determined by the Public Services Director.
- c. The Owner, at its cost, shall install water service lines in accordance with Code specifications to the property line so as to serve each lot or building site in the Addition.

- d. The Owner shall construct the necessary sewer lines up to and through the Addition. All work shall be in accordance with plans and specifications to be prepared by the Owner's engineer and approved in writing by the Public Services Director. Sewer sizes shall be as determined by the Public Services Director.
- e. The Owner, at its own cost, shall install sewer service lines, in accordance with Code specifications, to the property line so as to serve each lot or building site in the Addition.
- f. The Owner shall protect manhole covers and rings from damage in the course of constructing the line, and shall be solely responsible for repair or replacement to the Public Services Director's satisfaction. The Owner shall adjust such manhole rings and covers to finished grade. The Owner agrees to protect and save the City harmless from any loss or claim suffered by other sewer users to their real or personal property, and from personal injury or damages by reason of obstruction or damage to the sewer lines or any part thereof occasioned by present or future construction work on said Addition by the Owner. Said obligation shall continue until the sewer line and the system within the Addition is accepted by the Public Services Director by issuance of a "letter of acceptance." Provided, however, that acceptance of part of the system shall not relieve the Owner of the obligations herein imposed for the remaining improvements that have not been accepted within said Addition.
- g. Prior to the issuance of a building permit for any new structure, or prior to the issuance of a plumbing permit to connect existing buildings to the water and sewer systems, the then-existing water system investment charge (connection charge), sewer system investment charge (connection charge) and water meter charge shall be paid to the City. The Owner will also pay to the Central Wyoming Regional Water System Joint Powers Board the then current Regional Water System investment charge for each building to be served with water.
- h. All necessary water and sewer easements, in forms acceptable to the City, up to and through the subdivision shall be obtained by the Owner, which grant to the City the right of ingress and egress thereto for purposes of laying out, constructing, inspecting, maintaining and replacing water lines, sewer lines, its fire hydrants and other appurtenances.
- i. The Owner agrees to abide by all federal, state and local laws, rules and regulations regarding the use of its water and sewer facilities, and water and sewer service, including, but not limited to, the Federal Pretreatment Regulations and all the Code sections relating to industrial pretreatment.
- j. At such time as said water and/or sewer mains are installed by the Owner and a "letter of acceptance" is issued by the Public Services Director, the City shall pursuant to the Code, reimburse the Owner twice the difference in material cost between an eight (8) inch water and/or sewer main, or larger size if required by the development, and the required oversized main pursuant to the Code, as

amended. Such reimbursement will be determined by the City based upon its most recent applicable material costs at the time of the Agreement execution. Reimbursement will only be based on oversizing of water and sewer mains larger than the size required by system analysis and approved by the Public Services Director.

2.9 Easements for all Utilities, Bikeways and Pedestrian Pathways:

Easements for all utilities and future bikeway/pedestrian pathways and access, in recordable forms acceptable to the City, must be provided prior to application for a permit to construct being made to City.

2.10 Street and Traffic Signs and Controls:

Owner shall pay for the cost and installation of all necessary on and off-site street and traffic control signage, signs signifying the street names, street striping, crosswalk striping, and traffic calming devices, as determined by the Public Services Director in his sole discretion.

2.11 Security Requirements:

In addition to and separate from the security required for erosion control, Owner shall comply with all Code requirements for all other security and surety requirements as set forth in the Code, including, but not limited to the financial surety and security for the project, landscaping and warranty period.

2.12 Record Drawings:

- a. Owner shall submit "as-built" record documents for paving, drainage, water and sewer to City prior to the issuance of the certificate of occupancy. Reproducible hard copy drawings shall be in the form of one (1) set of 4 mil Mylar, 24" x 36" labeled as "Record Drawings" and dated. Record Drawings shall also be provided on electronic media in Adobe (pdf) format and in AutoCAD format or other format specified by Owner. Record documents shall be submitted on CDs, or other media as directed by Owner, labeled as "Record Drawings" and include the project name, City of Casper project number and date.
- b. All digital files necessary for correct plotting of the final record drawings in the AutoCAD version, such as external references, pen assignments, images, etc. shall be provided. Any x-refs or other files that can be, shall be incorporated into the final drawings to minimize the manipulation necessary for plotting.

2.13 Completion of Infrastructure Improvements Prior to Certificate of Occupancy:

All required on-site and off-site improvements shall be completed and approved by the Public Services Director prior to the issuance of the first certificate of occupancy unless otherwise designated in this Agreement.



2.14 Other Costs in Separate Agreements:

If any recapture costs, costs for a drainage basin or sub-basin wide stormwater management program are applicable to this Subdivision, those costs shall be allocated in a separate exhibit attached to this Agreement. Failure of any such exhibit to be attached to this Agreement shall not relieve the Owner of its obligation to pay its proportionate share of those costs.

2.15 Stormwater, Flooding and Letters of Map Revisions:

- a. Owner shall comply with and pay for all costs associated with any Stormwater Pollution Prevention Plan, Letter of Map Revision (LOMR), or other related requirements of Wyoming DEQ, Federal Emergency Management Agency (FEMA) or any other agency that has jurisdiction over the real property in impacted by this Agreement.
- b. Owner shall provide the City with copies of all Stormwater Pollution Prevention Plan elements as reviewed and approved by Wyoming DEQ; any LOMR, along with the necessary submittals to update flood mapping in accordance with FEMA requirements, and documentation of Base Flood Elevations.
- c. All requirements of this section shall be met prior to issuance of a permit to construct subdivision improvements.

2.16 Other Requirements:

- a. At such time as required by the City, Owner shall participate financially, on a proportionate basis, to complete City of Casper standard street improvements along the Allendale Boulevard street frontage of the Sontrust No. 1 Addition.
- b. At the time that Lot 2 is developed, Owner shall install curb gutter, sidewalk and ADA ramp(s) along the East 27<sup>th</sup> Street frontage of the property.

SECTION 3 - OBLIGATIONS OF CITY

The City shall issue a building permit and certificate of occupancy for the buildings in the Addition upon performance by the Owner of the conditions set forth herein, and upon Owner's compliance with all applicable Code requirements. All building permits will be issued by the Community Development Director in accordance with the Code.

## SECTION 4 - REMEDIES

In the event the Owner fails to do, or fails to cause to be done, any of the requirements set forth in this Agreement in an expeditious manner, the City may, at its option, do any or all of the following:

- a. Refuse to issue any building permits or certificates of occupancy to any person, including the Owner, or its heirs, successors, assigns and grantees.
- b. After written notice to the Owner of any public improvements which have not been completed or properly completed, and upon Owner's failure to cure the same within a reasonable period of time, the City may complete any and all of the public improvements required by this Agreement by itself or by contracting with a third party to do the same. In the event the City elects to complete said improvements, or contracts with a third party to do so, the Owner agrees to pay any and all costs resulting therefrom upon demand by the City.

The remedies provided in this section are in addition to any other remedies specifically provided for in this Agreement, or which the City may otherwise have at law or in equity, and are not a limitation upon the same. The Owner further agrees to pay all reasonable attorneys' fees, court costs, and litigation costs in the event the City is required to enforce the provisions of this Agreement in a court of law.

## SECTION 5 – GENERAL PROVISIONS

- a. Successors and Assigns: The terms and conditions of this Agreement shall be binding upon the parties hereto, and shall inure to the benefit of all parties hereto and their respective heirs, successors, assigns, and grantees and shall bind and run with the real property that is the subject matter of this Agreement. The Owner shall not assign this Agreement or otherwise sub-contract its duties and responsibilities as set forth in this Agreement without the prior written consent of the City.
- b. Wyoming Governmental Claims Act: The City does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statute Sections 1-39-101, et seq. The City specifically reserves the right to assert any and all immunities, rights, and defenses it may have pursuant to the Wyoming Governmental Claims Act.
- c. Governing Law and Venue: This Agreement, its interpretation and enforcement shall be governed and construed in accordance with the laws of the State of Wyoming. Any litigation regarding this Agreement shall be resolved in a court of competent jurisdiction situated in Natrona County, Wyoming.

- d. Complete Agreement: This Agreement shall constitute the entire understanding and agreement of the parties, and supersedes any prior negotiations, discussions or understandings.
- e. Amendment: No amendment or modification of the terms of this Agreement shall be valid or enforceable unless made in writing and executed by all parties hereto.
- f. Waiver: Failure on the part of either party to enforce any provision of this Agreement, or the waiver thereof, in any instance, shall not be construed as a general waiver or relinquishment on its part of any such provision, but the same shall nevertheless be and remain in full force and effect.
- g. No Third-Party Beneficiary Rights: The parties to this Agreement do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to this Agreement, and shall inure solely to the benefit of the parties to this Agreement. The parties to this Agreement intend and expressly agree that only parties signatory to this Agreement shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.
- h. Severability: If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid, illegal or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement.
- i. Notices: Notices required or permitted to be given by a Party to the others must be in writing and either delivered in person or sent to the address shown below (or such subsequent address as may be designated by either party in writing) by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt:

Sontrust Development, LLC  
1927 Rustic Drive  
Casper, WY 82609

City of Casper  
Attn: Community Development Director  
200 North David  
Casper, WY 82601  
Fax: 307-235-8362

- j. Headings: The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation thereof.
- k. Survival: All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with this Agreement, as well as all continuing obligations indicated in this Agreement, will survive final payment, completion and acceptance of the services and termination or completion of the Agreement.
- l. Copies: This Agreement may be executed in more than one copy, each copy of which shall serve as an original for all purposes, but all copies shall constitute but one and the same Agreement.
- m. Authority: Each individual executing this Agreement for and on behalf of their principals hereby state that they have the requisite power and authority to enter into this Agreement and to consummate the transactions contemplated and intended hereby. Owner further states that it is authorized to transact business in the State of Wyoming, properly registered and not delinquent with the Secretary of State.
- n. Term: At the time the Owner files for a permit to construct, the then applicable code provisions shall apply for the life of the permit or under an extension that is approved by the Public Services Director. If the Owner fails to file for a permit to construct at the time of platting, all applicable provisions of the Code that have changed since the execution of this Agreement shall be required of the Owner at the time of permit application, and the City at its sole discretion may require a new Subdivision Agreement and/or the replatting of property. Provided, however, Code amendments pertaining to the health and safety of the public shall be complied with by the Owner during the term of this Agreement, regardless of the validity of the permit to construct.

The parties hereby enter into this Agreement on the day and year first written above.

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

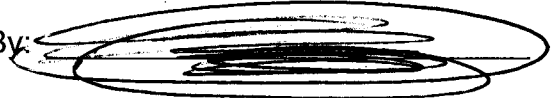
\_\_\_\_\_  
Fleur Tremel  
City Clerk

\_\_\_\_\_  
Steven K. Freel  
Mayor

WITNESS:

OWNER  
Sontrust Development, LLC

By: Dee Hardy

By: 

Printed Name: Dee Hardy

Printed Name: Timothy P. Kostarsky

Title: Notary

Title: President

STATE OF WYOMING            )  
  ) ss.  
COUNTY OF NATRONA        )

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by Steven K. Freel, as the Mayor of the City of Casper.

(Seal, if any)

\_\_\_\_\_  
(Signature of notarial officer)

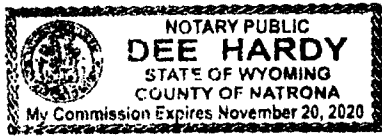
\_\_\_\_\_  
Title (and Rank)

[My Commission Expires: \_\_\_\_\_]

STATE OF WYOMING )  
 ) ss.  
COUNTY OF NATRONA )

This instrument was acknowledged before me on this 27<sup>th</sup> day of March, 2020, by Timothy A. Koslowsky as the \_\_\_\_\_ of Sontrust Development, LLC.

(Seal, if any)



Dee Hardy  
(Signature of notarial officer)  
Notary  
Title (and Rank)

[My Commission Expires: 11/20/20]

# Sontrust No. 1 Addition Annexation

2020 ANNEXATION REPORT

March, 2020

PREPARED BY:

CITY OF CASPER  
COMMUNITY DEVELOPMENT DEPARTMENT

## PURPOSE

This report, a statutory requirement of annexations, is in general terms, a cost/benefit analysis meant to provide the City and affected property owners a clear picture of the financial consequences of annexing properties into the City of Casper.

## BACKGROUND INFORMATION / DESCRIPTION OF AREA

Application has been made for an annexation, plat and zoning to create the Sontrust No. 1 Addition to the City of Casper. The subject property encompasses approximately 12,700 square feet, is contiguous with the City limits on its east side, and is an irregular-shaped property with three (3) public street frontages. The property is currently occupied by multiple structures that are proposed to be torn down by the applicant. Land uses in the surrounding area include multifamily residential, single-family residential, and light industrial. The area is located within the City of Casper's Urban Growth Boundary, and is therefore, appropriate for annexation, and the provision of City services. The proposed plat is creating two (2) lots at this time. The applicant has stated that further subdivisions of the property are likely in the future, once construction plans have been finalized. For the purpose of estimating the impacts of this annexation, this report estimates a total of three (3) dwelling units on the subject property, once fully developed.

For the purpose of analysis within this report, the following assumptions have been made:

▪ Estimated Population	7 (2.45 persons per household x 3 dwellings)
▪ Potential yearly sales tax revenue	\$3,962 (total)
▪ Potential yearly property tax revenue	\$152 (total combined for 3 - \$200k homes)
▪ Area within designated Growth Boundary	Yes
▪ Enterprise Departments	Unaffected – Service is available
▪ Potential building permit revenue	\$5,043 (based on 3 - \$200K homes)
▪ Surveying requirements	Paid by applicant
▪ Transit/Bus	Area is not currently served
▪ Municipal Code Compliance	Proposed land uses are compliant
▪ Likely zoning classification	R-3 (One to Four Unit Residential)

## DEVELOPMENT COSTS

There will not be any City-borne infrastructure development costs as a result of this annexation. The property is accessed via three (3) streets. The existing streets to the south and east of the subject property are City streets, and the street to the west, Allendale Boulevard, is a County street. Although the streets to the south and west will both require the installation of curb, gutter and sidewalks, those costs will be borne by the applicant, for the portions of the streets immediately adjacent to the Sontrust No. 1 Addition.



## STATUTORY REQUIREMENTS

Wyoming Statute 15-1-402 sets specific requirements with regard to the annexation process and the supporting documentation. Subsection (c) requires that an annexing municipality prepare an annexation report, which shall, at a minimum, contain:

- (i) A map of the area proposed to be annexed showing identifiable landmarks and boundaries and the area which, as a result of the annexation, will then be brought within one-half (1/2) mile of the new corporate limits of the City, if it has exercised the authority granted under W.S. 15-3-202(b)(ii); *(See appendix for map)*.
- (ii) The total estimated cost of infrastructure improvements required of all landowners by the annexing municipality related to the annexation; *(See "Development Costs" section above)*.
- (iii) A list of basic and other services customarily available to residents of the city or town and a timetable when those services will reasonably be available to the area proposed to be annexed; *(See individual City Department or Division sections below, all services will be available immediately upon annexation)*.
- (iv) A projected annual fee or service cost for services described in paragraph (iii) of this subsection; *(See individual City Department or Division sections below)*.
- (v) The current and projected property tax mill levies imposed by the municipality; and, *(See "Economics and Sources of Revenue" section below for tax information)*.
- (vi) The cost of infrastructure improvements required within the existing boundaries of the municipality to accommodate the proposed annexation. *(See "Development Costs" section above)*.

## COMPLIANCE WITH W.S. 15-1-402.

The annexation of the subject property meets the requirements of W.S. 15-1-402 for the following reasons:

1. The annexation of the area is for the protection of health, safety, and welfare of the persons residing in the area and in the City because public utilities, including water and/or sewer, are available to the property, as are all other City services, including, but not limited to Emergency Services.
2. The urban development of the area will constitute a natural, geographical, economical, and social part of the City because the area is directly adjacent to current City properties. The area is not isolated by any natural or man-made features and is a natural extension of the City limits.
3. The annexation of the area is a logical and feasible addition to the City and the provision of basic and other services customarily available to the residents of the

City can reasonably be furnished to the area because the area is immediately adjacent to properties currently being served by the City. The area can be serviced without the need for additional City-funded infrastructure such as water trunk lines, booster stations, or storage tanks. The City of Casper will not have to expend capital dollars on emergency response or public works equipment, nor hire additional personnel to serve this area for the foreseeable future.

4. The annexation of the area is contiguous with, and adjacent to, the City limits.
5. The City does not operate its own electric utility. Rocky Mountain Power will provide electric service for the area, as they do for the balance of the City of Casper.
6. All of the conditions required and set forth in Wyoming State Statute 15-1-402(c) exist and the required procedures for the annexation of the area have been met. This annexation report was prepared pursuant to Wyoming State Statute 15-1-402(c) and will be disseminated to affected landowners and utility companies according to Wyoming Law.
7. The time and place for the public hearing to determine whether or not the proposed annexation complies with Wyoming State Statute 15-1-402 will be published in the Casper Star-Tribune twice; a minimum of 15-days prior to the final public hearing, and notice will be given as provided by Wyoming State Statute 15-1-405.

#### **SERVICES TO BE PROVIDED BY THE CITY OF CASPER AND ESTIMATED COSTS.**

Properties located within the City of Casper benefit from all the programs and services of local government. For purposes of this study, the eight (8) departments or divisions that provide direct, basic City services to incorporated properties have been considered to gain a relative measure of service costs. In addition, the report considers the possible effects to the City's transit system, overseen by the Metropolitan Planning Organization (MPO), which is funded in large part by the federal government.

The relative service costs for City services that are attributable to each property within the City of Casper municipal limits were derived by dividing each department's FY 2020 budget by the number of "properties" or "accounts" in the City of Casper (obtained from Public Utility Billing). According to the Public Utilities Division, there are approximately 20,559 residential properties/accounts and 1,874 commercial properties/accounts, for an approximate total of 22,433 properties/accounts in Casper. This analysis is intended to meet the Wyoming State Statutes' requirement to provide estimated service "costs" associated with the annexation. The analysis as presented does not suggest ACTUAL costs being incurred by the City, unless specifically noted herein, but attempts to quantifiably measure the impact of the annexation based on existing budgets and properties served. A second method of estimating costs has also been included, which is based on population rather than the number of properties/accounts in Casper. The property-based analysis in this case paints a similar picture regarding the costs of growth. It is acknowledged that

neither method is an ideal way to determine ACTUAL costs, but instead, both are useful to illustrate the relative financial effects of growth on the organization.

Although the costs provided within this report can, in most cases, be considered theoretical, and are only a consideration of immediate costs/benefits today, it is important for decision-makers to note that in general, whenever the City grows through annexations, and new streets are constructed/improved, or new utilities are constructed, the City also acquires long-term maintenance costs associated with that new infrastructure, even if the improvements are initially paid for by a developer, as is the case with most voluntary annexations. In addition, over the long-term, the incremental expansion of the City requires that City services such as fire, police, sanitation, snow plowing, transit, etc. must also expand, typically, with an inadequate increase in City funding/revenue necessary to cover the yearly provision of those services. It is, more often than not, a misconception that the increased tax revenue that the City receives as a result of annexations will adequately cover the actual long-term costs involved, especially if life-cycle/maintenance costs, and service costs are considered. Incrementally, these costs, over time, can have a negative impact on City finances. For this reason, carefully managing growth to be located in appropriate (infill) areas, and also managing the eventual land uses and densities associated with growth, is a financially conservative strategy that the City must consider to remain solvent over the long term.

#### *Some examples of development/maintenance costs*

- \$500-\$600 per lineal foot – Cost to build a standard City (local) street. Equates to \$2,640,000 - \$3,168,000 per mile, and includes curb, gutter, sidewalk, streetlights, asphalt, etc. (Source: CEPI – Civil Engineering Professionals Inc.)
- \$300,000 - \$591,000 per mile – Cost to maintain a local City Street (not collector or arterial) over a 20-year life-cycle. (Source: City Engineering Division)
  - Expected routine maintenance includes:
    - Year 2 – Crack Sealing
    - Year 5 – Chip Seal and Crack Seal
    - Year 7 – Crack Sealing
    - Year 10 – Major Repair/Patching
    - Year 13 – Crack Seal
    - Year 15 – Chip Seal and Crack Seal
    - Year 20 – Reconstruction

#### **POLICE DEPARTMENT COST OF PROVIDING SERVICE:**

The Casper Police Department will provide law enforcement services, which consist of answering calls for service, and patrolling the proposed addition. Based on the total budget for the Police Department, and the 22,433 properties served in the City of Casper, it could be estimated that the fraction of the Police Department budget that is apportioned to each property/account in the City is \$690 (*\$15,490,691 current Police Department budget, divided by 22,433 properties/accounts in the City*). Based on three (3) new dwelling units that will eventually occupy the annexed properties, the total estimated cost would be \$2,070 (*3 properties x \$690*). Because each property/account is unique, and requires different

levels of City resources based on a multitude of factors, such as density, land use, etc., this method of determining cost may not always be an accurate assessment. In this case, if estimated cost were based on population rather than the number of properties served, the analysis would look very similar. The addition of seven (7) persons would comprise a 0.012% population increase (*U.S. Census, 2017 estimated population of Casper - 57,814*); therefore, the estimated Police Department service cost (*portion of the total Police Department budget*) that would be attributable to this annexation would be \$1,859 per year ( $\$15,490,691 \times 0.00012$ ) if based on the expected population increase.

The Casper Police Department will not have to make any departmental changes in terms of personnel, equipment or vehicles that involve actual costs to the City as a result of this annexation. Police services will be available immediately upon the completion of the annexation.

#### **FIRE DEPARTMENT COST OF PROVIDING SERVICE:**

The Casper Fire Department provides fire / EMS services, which consist primarily of answering calls for emergency services. Based on the total budget for the Fire Department, and the 22,433 properties served in the City of Casper, it could be estimated that the fraction of the Fire Department budget that is apportioned to each property/account in the City is \$413 ( $\$9,278,947$  current Fire Department budget, divided by 22,433 properties). Based on three (3) new dwelling units that will eventually occupy the annexed properties, the total estimated cost would be \$1,239 ( $3$  properties  $\times$  \$413). Because each property/account is unique, and requires different levels of City resources based on a multitude of factors, such as density, land use, etc., this method of determining cost may not always be an accurate assessment. In this case, if estimated cost were based on population, the analysis would look very similar. The addition of seven (7) persons would comprise a 0.012% population increase (*U.S. Census, 2017 estimated population of Casper - 57,814*); therefore, the estimated service cost (*portion of the total Fire Department budget*) that would be attributable to this annexation is approximately \$1,113 per year ( $\$9,278,947 \times 0.00012$ ).

The Casper Fire Department will not have to make any departmental changes in terms of personnel, equipment or vehicles that involve actual costs to the City as a result of this annexation. Fire service will be available immediately upon the completion of the annexation.

#### **STREETS AND TRAFFIC DIVISIONS COST OF PROVIDING SERVICE:**

The Casper Street Division provides services such as road maintenance, snow-plowing and snow removal. The Traffic Division provides services such as traffic sign installation, streetlight repair, and traffic signal maintenance. Based on the total budget for the Street and Traffic Divisions, and the 22,433 properties served in the City of Casper, it could be estimated that the fraction of the Street and Traffic budget that is apportioned to each property/account in the City is \$171 ( $\$3,831,942$  current Street/Traffic budget, divided by 22,433 properties). Based on three (3) new dwelling units that will eventually occupy the annexed properties, the total estimated cost would be \$513 ( $3$  properties  $\times$  \$171). Because

each property/account is unique, and requires different levels of City resources based on a multitude of factors, such as density, land use, etc., this method of determining cost may not always be an accurate assessment. In this case, if estimated cost were based on population, the analysis would look very similar. The addition of seven (7) persons would comprise a 0.012% population increase (*U.S. Census, 2017 estimated population of Casper - 57,814*); therefore, the estimated service cost (*portion of the total Street/Traffic budget*) that would be attributable to this annexation is approximately \$460 per year ( $\$3,831,942 \times 0.00012$ ).

The Streets/Traffic Division will not incur additional capital costs as a result of this annexation, and will not need to hire additional personnel or purchase additional equipment to service this property. Streets/Traffic Division service will be available immediately upon the completion of the annexation.

#### **PUBLIC UTILITIES DIVISION (WATER AND SEWER) COST OF PROVIDING SERVICE:**

The Public Utilities Division provides services such as water and sewer service, main maintenance, meter reading, hydrant flushing, meter replacement, and service line installation. The Public Utilities Division is an Enterprise Account and is totally self-funded through various fees.

The City will not incur any capital costs associated with providing sewer service to the area. but the funding mechanism for a future extension of public sewer has not yet been identified. All City costs to provide water and sewer service to the area should be equal to revenues generated by the properties.

#### **SANITATION DIVISION COST OF PROVIDING SERVICE:**

The Sanitation Division provides weekly garbage collection and disposal services. The Sanitation Division is an Enterprise account, which means that the service is entirely paid for by user fees and is not funded out of the City general fund. All sanitation costs should equal the revenues generated by the users. Sanitation service will be available immediately upon the completion of the annexation of the area.

#### **PARKS DIVISION COST OF PROVIDING SERVICE:**

The Parks Division builds and maintains parks, landscaping, sports facilities, open space and trails throughout the City, for the benefit of Casper residents. Based on the total budget for the Parks Division, and the 22,433 properties served in the City of Casper, it could be estimated that the fraction of the Parks Division budget that is apportioned to each property/account in the City is \$90 ( $\$2,026,527$  *current Parks Division budget, divided by 22,433 properties*). Based on three (3) new dwelling units that will eventually occupy the annexed properties, the total estimated cost would be \$270 ( $3$  *properties*  $\times$   $\$90$ ). Because each property/account is unique, and requires different levels of City resources based on a multitude of factors, such as density, land use, etc., this method of determining cost may

not always be an accurate assessment. In this case, if estimated cost were based on population, the analysis would look very similar. The addition of seven (7) persons would comprise a 0.012% population increase (*U.S. Census, 2017 estimated population of Casper - 57,814*); therefore, the estimated service cost (*portion of the total Parks Division budget*) that would be attributable to this annexation is approximately \$243 per year ( $\$2,026,527 \times 0.00012$ ).

The Parks Division will not have to make any departmental changes in terms of personnel, equipment, vehicles or new parks that involve actual costs to the City as a result of this annexation. Parks Division service will be available immediately upon the completion of the annexation.

#### **COMMUNITY DEVELOPMENT DEPARTMENT COST OF PROVIDING SERVICE:**

The Planning, Building/Code Enforcement Divisions provide services related to the inspection of structures as they are constructed, response to citizen complaints regarding violations of the Municipal Zoning Code, permitting and licensing contractors, and future land-use planning for the City. Based on the total budget for the Community Development Department, and the 22,433 properties served in the City of Casper, it could be estimated that the fraction of the Community Development budget that is apportioned to each property/account in the City is \$75 ( $\$1,676,978$  *current Planning/Code Enforcement budget, divided by 22,433 properties*). Based on three (3) new dwelling units that will eventually occupy the annexed properties, the total estimated cost would be \$225 ( $3$  *properties*  $\times$   $\$75$ ). Because each property/account is unique, and requires different levels of City resources based on a multitude of factors, such as density, land use, etc., this method of determining cost may not always be an accurate assessment. In this case, if estimated cost were based on population, the analysis would look very similar. The addition of seven (7) persons would comprise a 0.012% population increase (*U.S. Census, 2017 estimated population of Casper - 57,814*); therefore, the estimated service cost (*portion of the total Planning/Code Enforcement budget*) that would be attributable to this annexation is approximately \$201 per year ( $\$1,676,978 \times 0.00012$ ).

The Community Development Department will not need to make any changes that will involve additional costs to the City as a result of the annexation of the area. Community Development Department service will be available immediately upon the completion of the annexation.

#### **ENGINEERING DIVISION COST OF PROVIDING SERVICE:**

The Engineering Division provides services such as the permitting of curb cuts, public utility locating, investigating drainage concerns, surveying, and oversight of capital construction projects. Based on the total budget for the Engineering Division, and the 22,433 properties served in the City of Casper, it could be estimated that the fraction of the Community Development budget that is apportioned to each property/account in the City is \$36 ( $\$815,871$  *current Planning/Code Enforcement budget, divided by 22,433*

*properties*). Based on three (3) new dwelling units that will eventually occupy the annexed properties, the total estimated cost would be \$108 (*3 properties x \$36*). Because each property/account is unique, and requires different levels of City resources based on a multitude of factors, such as density, land use, etc., this method of determining cost may not always be an accurate assessment. In this case, if estimated cost were based on population, the analysis would look very similar. The addition of seven (7) persons would comprise a 0.012% population increase (*U.S. Census, 2017 estimated population of Casper - 57,814*); therefore, the estimated service cost (*portion of the total Engineering Division budget*) that would be attributable to this annexation is approximately \$98 per year (*\$815,871 x 0.00012*).

Current Engineering Division staff levels and equipment are adequate, and there will be no actual cost increase to the Engineering Division as a result of the annexation of the area. Engineering Division service will be available immediately upon the completion of the annexation.

#### **TRANSIT COST OF PROVIDING SERVICE:**

The City of Casper, along with surrounding towns, contracts with the Casper Area Transportation Coalition (CATC), a non-profit group, for transit service. The present contractor, CATC, is a private, non-profit organization governed by a Board of Directors that also oversees CATC's operations. CATC oversees two services:

1. The eponymously named CATC, which is a door-to-door paratransit service, providing transportation for the Casper area's handicapped and elderly populations;
2. The Bus, which is a fixed-route bus transit system.

Casper Area Transit (CAT) is financed through a combination of sources including the City of Casper One-Cent and General Fund, and Federal Transit Administration (FTA) Section 5307 and Section 5316 funds. The total amount of local Casper-only funding budgeted for Fiscal Year 2020 is \$608,000, while Federal funding sources total \$1,024,312. It is estimated that the fraction of the Transit budget that is apportioned to each property/account in the City of Casper to provide transit service is \$73 (*\$1,632,312 is current Transit Casper and Federal-sourced budget, divided by 22,433 properties*). Based on three (3) new dwelling units that will eventually occupy the annexed properties, the total estimated cost would be \$219 (*3 properties x \$73*). Because each property/account is unique, and requires different levels of City resources based on a multitude of factors, such as density, land use, etc., this method of determining cost may not always be an accurate assessment. In this case, if estimated cost were based on population, the analysis would look very similar. The addition of seven (7) persons would comprise a 0.012% population increase (*U.S. Census, 2017 estimated population of Casper - 57,814*); therefore, the estimated service cost (*portion of the total Transit budget*) that would be attributable to this annexation is approximately \$196 per year (*\$1,632,312 x 0.00012*).

There will be no immediate budgetary impact to Transit as a result of this annexation. Fixed route transit service is not located in the immediate area. The nearest bus stop is located to the north, at the intersection of East 21<sup>st</sup> Street and South McKinley Street.

## **ECONOMICS AND SOURCES OF REVENUE**

City services are funded through a number of sources, including taxes and service/user fees. As indicated above, the enterprise fund services (water, sewer, and sanitation) are paid for one hundred percent (100%) by service/user fees collected, and do not impact the City's general fund. The remaining City services, funded out of the general fund, are supported in large part by various taxes and fees for services. The largest projected sources of general fund revenues for the City in FY20 are sales tax (\$18,672,852), revenue from the State of Wyoming (\$12,574,924), property taxes (\$4,160,683), charges for goods and services (\$5,196,957) and license/permit fees (\$6,238,998). It is generally accepted that given the current Wyoming tax structure, many residential properties do not generate sufficient tax revenue to the City to offset the expense to provide them with City services; whereas commercial properties typically generate higher property taxes, as well as sales taxes, to more-adequately cover the cost of providing City services.

In general, as properties are developed, license/permit fees will be paid to the City in the form of building permits. Once developed, these areas generate revenues in the form of franchise fees for utilities such as cable, telephone, electricity and natural gas. Other impacts of an annexation are not easily measured but are no less important. With all development come construction jobs, sale of construction materials, furniture, furnishings, and numerous direct and indirect support to existing local businesses. In addition to direct employment generated in the construction industry, other employment sectors likely benefit as well, such as, but not limited to, real estate, engineers, environmental testing, architects and utility companies, all of which positively contribute to the overall local economy.

## **CONCLUSION**

Assuming the City Council ultimately annexes the properties, the property owners will receive the same City services that every other property within the incorporated City receive. As illustrated throughout this report, the City of Casper can provide these services without incurring any immediate additional costs related to a need for additional staff, equipment or publicly-funded facility expansion or infrastructure. The properties are located directly adjacent to properties that are already receiving City services; therefore, these three (3) properties can be absorbed into the City of Casper without any noticeable financial or operational effect.



### Summary of Yearly Service Costs by Department/Division

General Fund Dept./Div.	Estimated Property-Based Cost	Estimated Population-Based Cost
Police	\$2,070	\$1,859
Fire	\$1,239	\$1,113
Streets/Traffic	\$513	\$460
Parks	\$270	\$243
Community Development	\$225	\$201
Engineering	\$108	\$98
Transit	\$1,219	\$196
<b>Total Yearly Cost</b>	<b>\$5,644</b>	<b>\$4,170</b>
<b>Total 20-Year Cost</b>	<b>\$112,880</b>	<b>\$83,400</b>

### Summary of Yearly Revenues

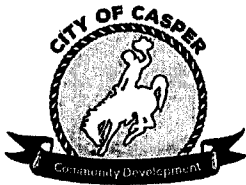
Source of Revenue	Estimated Amount
Sales Tax	\$3,962
Property Tax	\$152
Building Permits <i>(one time)</i>	\$5,043 <i>(one time only)</i>
<b>Total Yearly Revenue</b>	<b>\$4,114</b>
<b>Total 20-Year Revenue</b>	<b>\$87,323</b>

Although this report primarily analyzes the costs and benefits to the City of Casper (the organization), as with any development proposal, it must also be considered that there are costs and benefits that affect the entire community as well. When reviewing annexation proposals and for that matter, any development proposal in general, the City Council must recognize that there are significant differences in the cost/benefit balance depending on whether the growth/development is financially sustainable over the short term versus the long term. Location is almost always the most important factor determining whether the effects of growth are positive.

Denser, infill-type development, in proximity to existing City properties, is always cheaper to provide with City services than new development areas on the outskirts. Conversely, low density, sprawling development is much costlier because of inherent inefficiencies in its location and design. Location, in the land use planning context, correlates to proximity to existing public services, adequate roads and transportation infrastructure, utility availability, the overall density, and the ultimate type of land use of the area.

## APPENDIX

1. APPLICATION FOR ANNEXATION
2. VICINITY MAP OF AREA TO BE ANNEXED.
3. ANNEXATION EXHIBIT – PLAT
4. MILL LEVIES FOR NATRONA COUNTY.
5. UTILITY COMPANY ADDRESSES.



# City of Casper Planning Division

## Petition for Annexation Application

### PETITIONER'S INFORMATION:

NAME: SonTrust Developments  
ADDRESS: 1927 Rustic Dr  
TELEPHONE: 307-267-5145 EMAIL: Trinity Contracting Wyo@gmail.com

### HEREBY PETITION THE CITY OF CASPER FOR ANNEXATION OF THE FOLLOWING:

PROPOSED NAME OF SUBDIVISION: SonTrust I  
ADDRESS: 2665 Allendale Blvd  
LEGAL DESCRIPTION OF LAND TO BE ANNEXED (Provide Map): Lots 6, 7, 8 Block 18  
Country Club Addition to the City of Casper, Natrona  
County, Wyoming  
SIZE OF PROPOSED SUBDIVISION (Sq Ft/Acres): \_\_\_\_\_

NUMBER OF LOTS AND BLOCKS: 3 / 1  
PRESENT ZONING: SR1 PROPOSED ZONING: R3  
PRESENT LAND USE: residential  
PROPOSED LAND USE: residential

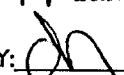
PROPERTY IS CONTIGUOUS WITH THE CASPER CITY LIMIT:  YES  NO  
IS PROPOSED ANNEXATION AREA INCLUDED IN, OR A PART OF AN ESTABLISHED IMPROVEMENT AND SERVICE DISTRICT UNDER THE WYOMING IMPROVEMENT AND SERVICE DISTRICT ACT (W.S. 18-12-101 ET SEQ.)? If so, please describe (on reverse).

Pursuant to Section 16.12.040 of the Casper Municipal Code all petitions for annexation shall be required to have an executed water and sewer agreement or have made suitable arrangements for service with the City prior to the annexation being approved by the Council.  
The following owner's signature signifies that all information on the application is accurate and correct to the best of the owner's knowledge, and that the owner has thoroughly read and understands all application information and requirements.

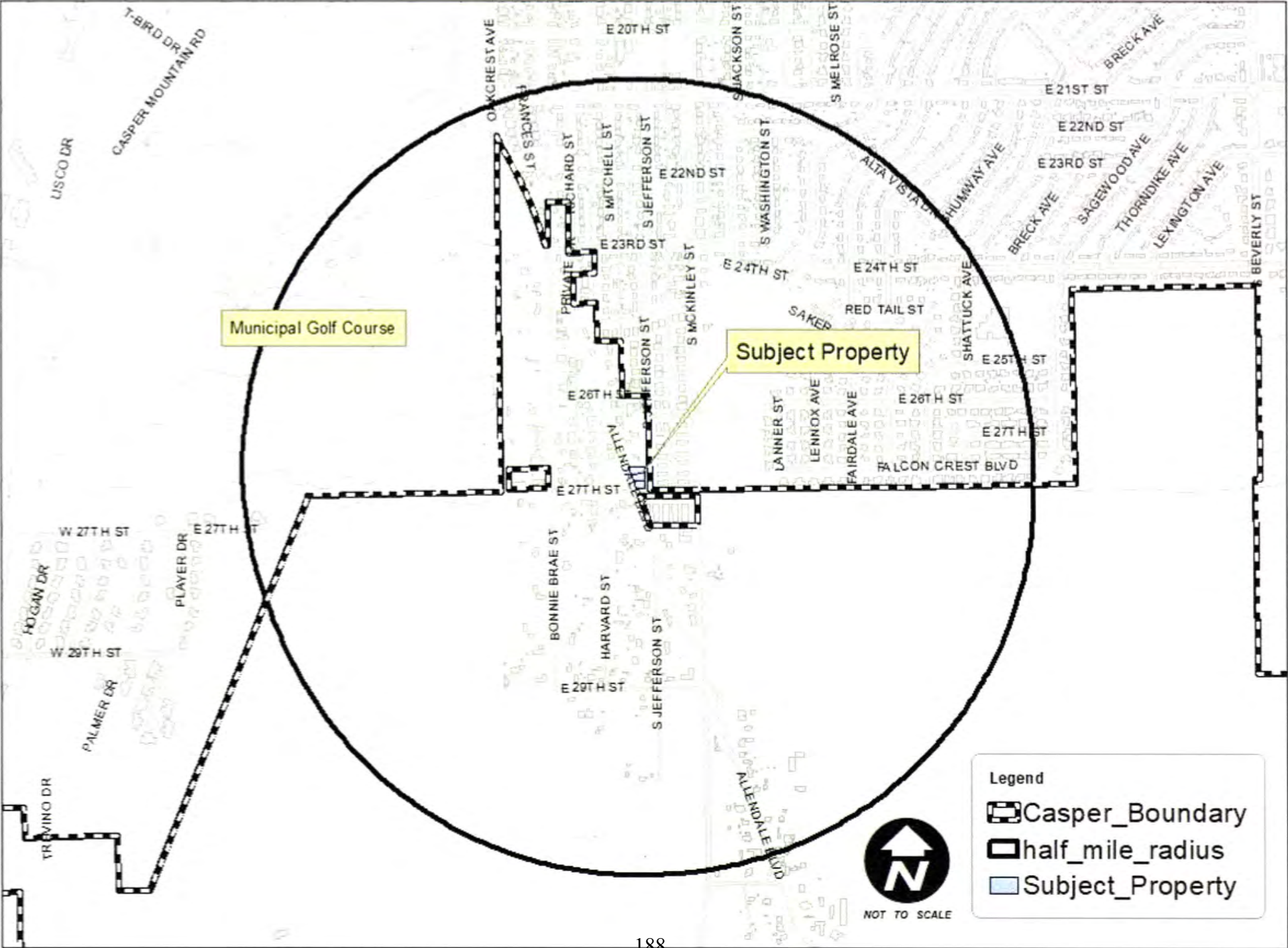
SIGNATURE OF PROPERTY OWNER:   
SIGNATURE OF PROPERTY OWNER: \_\_\_\_\_  
DATE: 1-17-20

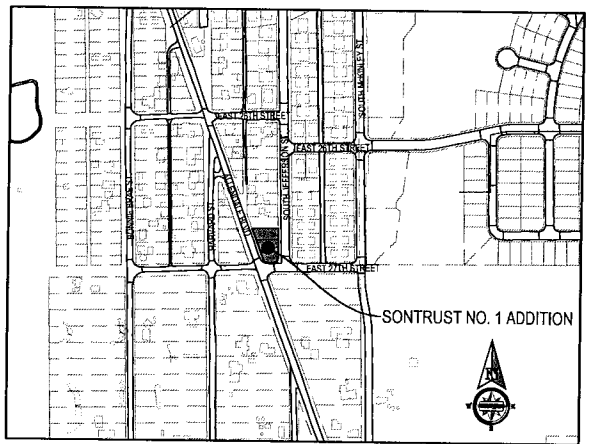
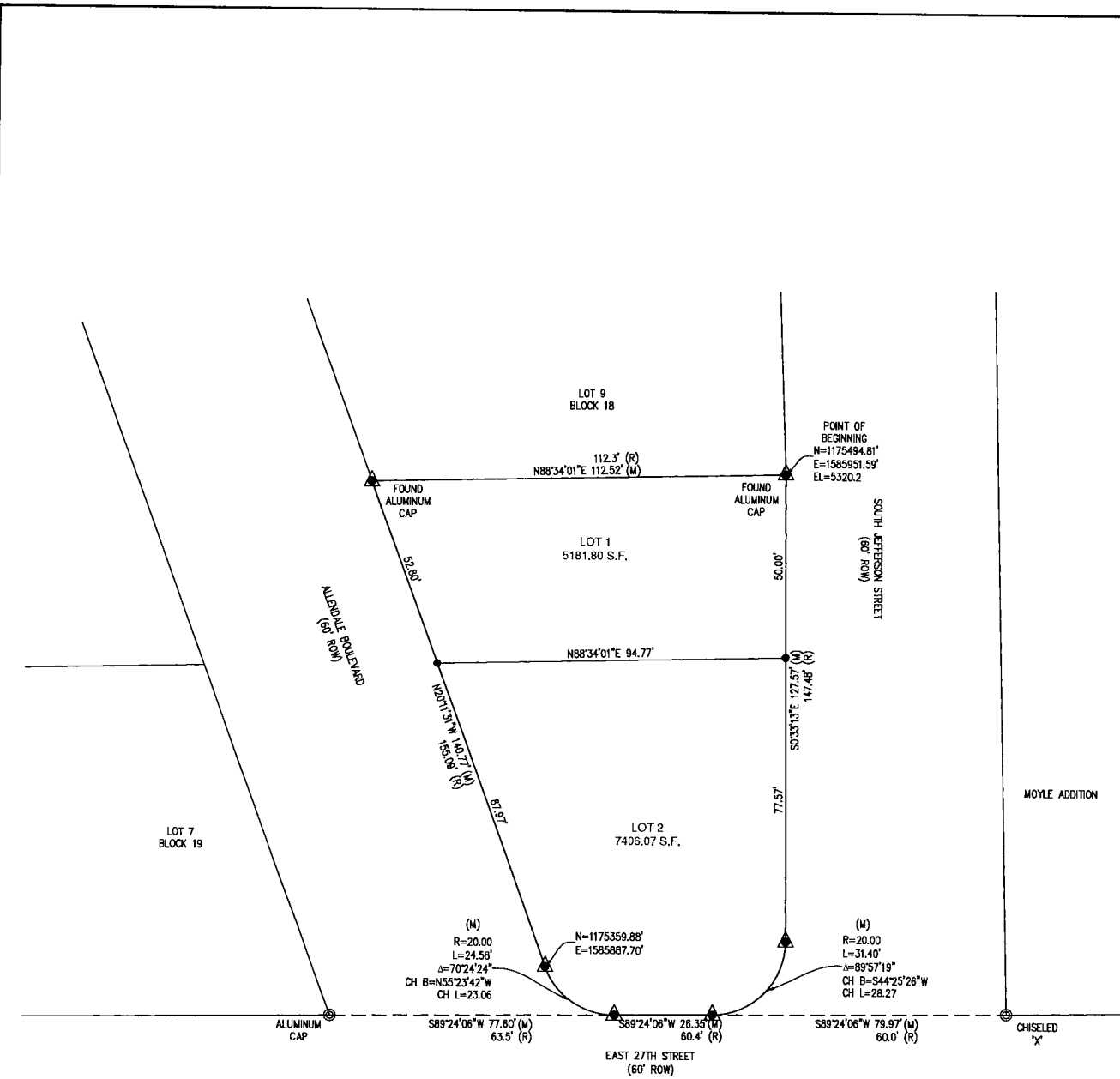
SUBMIT TO:  
Community Development Department  
Planning Division  
200 N David, RM 203  
Casper, WY 82601  
Phone: 307-235-8241  
Fax: 307-235-8362  
www.casperwy.gov

- COMPLETE SUBMITTAL NEEDS TO INCLUDE
- Other Fees May Apply, i.e., Plat, Zone Change etc.
  - COMPLETED APPLICATION INCLUDING ORIGINAL SIGNATURES
  - \$1,000 APPLICATION FEE & PROOF OF OWNERSHIP
  - ANNEXATION MAP/PLAT

FOR OFFICE USE ONLY:  
DATE SUBMITTED:  
**JAN 17 2020**  
REC'D BY: 

# Proposed Annexation Sontrust No. 1 Addition





**CERTIFICATE OF DEDICATION**

STATE OF WYOMING }  
 COUNTY OF NATRONA } ss

THE UNDERSIGNED, SONTRUST DEVELOPMENT, LLC, DOES HEREBY CERTIFY THAT THEY ARE THE OWNERS AND PROPRIETORS OF THE FOLLOWING DESCRIBED PARCEL OF LAND SITUATE WITHIN A PORTION OF THE SW $\frac{1}{4}$ SW $\frac{1}{4}$  OF SECTION 15, T.33N., R.79W., 6TH P.M., ALSO KNOWN AS THE VACATED LOTS 6, 7 & 8, BLOCK 18, COUNTRY CLUB ADDITION, NATRONA COUNTY, WYOMING, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE PARCEL AND OF SAID LOT 8, BLOCK 18, COUNTRY CLUB ADDITION, ALSO BEING THE SOUTHEAST CORNER OF LOT 9, BLOCK 18 AND THE POINT OF BEGINNING, MONUMENTED BY A BRASS CAP;

THENCE S00°33'13"E, ALONG THE EAST LINE OF SAID LOTS 6, 7 & 8, BLOCK 18, COUNTRY CLUB ADDITION AND THE WEST LINE OF SOUTH JEFFERSON STREET, A DISTANCE OF 127.57 FEET, TO A POINT OF CURVATURE, MONUMENTED BY A BRASS CAP;

THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 20.00 FEET, THROUGH A CENTRAL ANGLE OF 89°57'19", A DISTANCE OF 31.40 FEET, WITH A CHORD BEARING OF S44°25'26"W, A DISTANCE OF 28.27 FEET TO THE END OF CURVE, MONUMENTED BY A BRASS CAP;

THENCE S89°24'06"W, ALONG THE SOUTH LINE OF THE PARCEL AND SAID LOT 6, BLOCK 18, AND THE NORTH LINE OF EAST 27TH STREET, A DISTANCE OF 26.35 FEET TO A POINT OF CURVATURE, MONUMENTED BY A BRASS CAP;

THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 20.00 FEET, THROUGH A CENTRAL ANGLE OF 70°24'24", A DISTANCE OF 24.58 FEET, WITH A CHORD BEARING OF S55°23'42"W, A DISTANCE OF 23.06 FEET TO THE END OF CURVE, MONUMENTED BY A BRASS CAP;

THENCE N20°11'31"W, ALONG THE WEST LINE OF THE PARCEL AND OF SAID LOTS 6, 7 & 8, BLOCK 18, AND THE EAST LINE OF ALLENDALE BOULEVARD, A DISTANCE OF 140.77 FEET TO THE NORTHWEST CORNER OF THE PARCEL AND SAID LOT 8, BLOCK 18, ALSO BEING THE SOUTHWEST CORNER OF SAID LOT 9, BLOCK 18, MONUMENTED BY A BRASS CAP;

THENCE N88°34'01"E, ALONG THE NORTH LINE OF THE PARCEL AND SAID LOT 8, BLOCK 18, ALSO THE SOUTH LINE OF SAID LOT 9, BLOCK 18, A DISTANCE OF 112.52 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 0.29 ACRES, (12,587.87 S.F.) MORE OR LESS, AND IS SUBJECT TO ANY RIGHTS-OF-WAY AND/OR EASEMENTS, RESERVATIONS, AND ENCUMBRANCES WHICH HAVE BEEN LEGALLY ACQUIRED.

THE TRACT OF LAND, AS IT APPEARS ON THIS PLAT, IS DEDICATED WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS AND PROPRIETORS. THE NAME OF THE SUBDIVISION SHALL BE "SONTRUST NO. 1 ADDITION" ALL ROADS AND STREETS AS SHOWN HEREON ARE HEREBY DEDICATED TO THE USE OF THE PUBLIC.

SONTRUST DEVELOPMENT, LLC  
 1927 RUSTIC DR.  
 CASPER, WYOMING 82609

TIMOTHY KOSLOWSKY - MANAGING MEMBER

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY TIMOTHY KOSLOWSKY, MANAGING MEMBER OF SONTRUST DEVELOPMENT, LLC, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020.

WITNESS MY HAND AND OFFICIAL SEAL  
 MY COMMISSION EXPIRES \_\_\_\_\_

NOTARY PUBLIC

**APPROVALS**

APPROVED BY THE CITY OF CASPER PLANNING AND ZONING COMMISSION OF CASPER, WYOMING  
 THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020.

ATTEST: \_\_\_\_\_ SECRETARY \_\_\_\_\_ CHAIRMAN

APPROVED BY THE CITY COUNCIL OF CASPER, WYOMING BY ORDINANCE NO. \_\_\_\_\_, DULY PASSED,  
 ADOPTED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020.

ATTEST: \_\_\_\_\_ CITY CLERK \_\_\_\_\_ MAYOR

INSPECTED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020.

INSPECTED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020.

INSPECTED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020.

**NOTES**

1. ERROR OF CLOSURE EXCEEDS 1:105,384.
2. BASIS OF BEARINGS IS THE WYOMING STATE PLANE COORDINATE SYSTEM, EAST CENTRAL ZONE, NAD 1983/86.
3. THE CONVERGENCE ANGLE AT THE POINT OF BEGINNING IS 00°41'35.785", AND THE COMBINED FACTOR IS 0.9997706.
4. ALL DISTANCES ARE GROUND.
5. ELEVATIONS SHOWN HEREON ARE BASED ON NAVD 88 DATUM AND ARE NOT MEANT TO BE USED AS BENCHMARKS.

**CERTIFICATE OF SURVEYOR**

STATE OF WYOMING }  
 COUNTY OF NATRONA } ss

I, WILLIAM R. FEHRINGER, A REGISTERED PROFESSIONAL LAND SURVEYOR, LICENSE NO. 5528, DO HEREBY CERTIFY THAT THIS PLAT WAS MADE FROM NOTES TAKEN DURING AN ACTUAL SURVEY MADE UNDER MY DIRECT SUPERVISION IN JANUARY, 2020, AND THAT THIS PLAT, TO THE BEST OF MY KNOWLEDGE AND BELIEF, CORRECTLY AND ACCURATELY REPRESENTS SAID SURVEY. ALL DIMENSIONS ARE EXPRESSED IN FEET AND DECIMALS THEREOF. COURSES ARE REFERRED TO THE WYOMING STATE PLANE COORDINATE SYSTEM, EAST CENTRAL ZONE, NAD 1983/86, CITY OF CASPER GIS SYSTEM ALL BEING TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

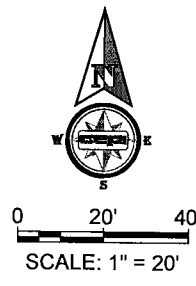


THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY WILLIAM R. FEHRINGER  
 THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020.

WITNESS MY HAND AND OFFICIAL SEAL  
 MY COMMISSION EXPIRES \_\_\_\_\_

NOTARY PUBLIC

AN ANNEXATION AND PLAT OF  
 A PORTION OF THE SW $\frac{1}{4}$ SW $\frac{1}{4}$   
 OF SECTION 15, T.33N., R.79W., 6TH P.M.  
 ALSO KNOWN AS THE  
 VACATED LOTS 6, 7 & 8, BLOCK 18,  
 COUNTRY CLUB ADDITION  
 AS  
**SONTRUST NO. 1 ADDITION**  
 AN ADDITION TO THE CITY OF CASPER, WYOMING  
 BEING A PORTION OF THE SW $\frac{1}{4}$ SW $\frac{1}{4}$   
 OF SECTION 15, T.33N., R.79W., 6TH P.M.  
 NATRONA COUNTY WYOMING  
 JANUARY, 2020



- LEGEND**
- ▲ SET BRASS CAP
  - SET MONUMENT 5/8" REBAR & ALUMINUM CAP
  - FOUND MONUMENT AS NOTED



Civil Engineering Professionals, Inc.  
 6080 Enterprise Drive, Casper, WY 82609  
 Phone 307.266.4346 Fax 307.266.0103  
 www.cepi-casper.com

M:\Land 2020\Surveying\20-118 Trifity Construction\Survey Plats\SONTRUST NO.1 ADD.dwg, 2/12/2020, B11

## 2019 TAX LEVIES FOR NATRONA COUNTY

	TAXING DISTRICTS								
	District	CASPER	EDGERTON	EVANSVILLE	MIDWEST	MILLS	BAR NUNN	CASPER MOUNTAIN	SD #1
	Dist #	150	151	152	153	154	155	121	120
<b>State School Foundation Program</b>		12,000	12,000	12,000	12,000	12,000	12,000	12,000	12,000
<b>School District # 1</b>									
	6 mill school levy	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000
	Operating Levy	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000
	Recreation Levy	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000
	BOCES	0,500	0,500	0,500	0,500	0,500	0,500	0,500	0,500
	Bond & Interest	0,000	0,000	0,000	0,000	0,000	0,000	0,000	0,000
	<b>TOTAL SCHOOL DISTRICT</b>	<b>32,500</b>	<b>32,500</b>	<b>32,500</b>	<b>32,500</b>	<b>32,500</b>	<b>32,500</b>	<b>32,500</b>	<b>32,500</b>
<b>Community College</b>									
	Operating Levy	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000
	Additional Operating Levy	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000
	BOCES	0,500	0,500	0,500	0,500	0,500	0,500	0,500	0,500
	Bonds & Interest	1,890	1,890	1,890	1,890	1,890	1,890	1,890	1,890
	<b>TOTAL COMMUNITY COLLEGE</b>	<b>7,390</b>	<b>7,390</b>	<b>7,390</b>	<b>7,390</b>	<b>7,390</b>	<b>7,390</b>	<b>7,390</b>	<b>7,390</b>
<b>Natrona County</b>									
	General Fund	12,000	12,000	12,000	12,000	12,000	12,000	12,000	12,000
	<b>TOTAL NATRONA COUNTY</b>	<b>12,000</b>	<b>12,000</b>	<b>12,000</b>	<b>12,000</b>	<b>12,000</b>	<b>12,000</b>	<b>12,000</b>	<b>12,000</b>
<b>County Weed &amp; Pest</b>		1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000
<b>Municipal Levies</b>		8,000	8,000	8,000	8,000	8,000	8,000	8,000	8,000
<b>Sewer, Water, &amp; Fire Bonds</b>									
<b>Fire Protection</b>								3,000	3,000
<b>TOTAL LEVY FOR DISTRICT</b>		<b>72,890</b>	<b>72,890</b>	<b>72,890</b>	<b>72,890</b>	<b>72,890</b>	<b>72,890</b>	<b>67,890</b>	<b>67,890</b>

### 2019 SPECIAL DISTRICTS

TAX DISTRICT	MILL LEVY	TAXING ENTITIES	MILL LEVY
0120 CASPER MTN FIRE	3,000	STATE SCHOOL FOUNDATION	12.00
0156 DOWNTOWN DEV AUTHORITY	16.00	SCHOOL DISTRICT #1	32.50
0122 PIONEER WATER & SEWER	8,000	CASPER COLLEGE	7.390
0128 WARDWELL WATER & SEWER	8,000	COUNTY WEED & PEST	1.000
0134 MILLS/WARDWELL	8,000	MUNICIPAL LEVIES	8.000
		COUNTY FIRE PROTECTION	3.000
		CASPER MOUNTAIN FIRE	3.000
		NATRONA COUNTY	12.00
<b>IMPROVEMENT &amp; SPECIAL SERVICE DISTRICTS</b>	<b>REQUESTED DOLLARS</b>		
0123 PURSEL LANDS	\$100.00/LOT		
0124 LAKEVIEW	\$530.00		
0126 WESTLAND PARK	\$250.00		
0127 RED BUTTE	\$225.00		
0132 SKYLINE RANCHES	VARIES		
0136 VISTA WEST/WESTGATE PARK	\$986.00		
0137 WEBB CREEK	\$700.00		
0139 SANDY LAKE ESTATES	\$100.00		
0140 SUNLIGHT	\$100.00		
0141 INDIAN SPRINGS	VARIES		
0142 THE ASPENS	\$250.00		
0143 PARK EAST RANCHETTES	\$40.00		
0144 POISON SPIDER	\$625.00		
0146 SKYVIEW/COLMAN	\$200.00/LOT		
0149 BRANDT-GOTHBERG	VARIES		
0148 CLEAR FORK	\$600.00		
0160 GARDEN CREEK HEIGHTS	\$150/\$300		
0162 BROOKHURST	\$120.00		
0163 EAST HENRIE ROADWAY	\$264.00		
0164 BIG RIVER ESTATES	\$250/OWNER		
0167 NORTH MOUNTAIN VIEW	\$295/LOT OR \$20 ADM		
0169 MILE HIGH	\$175/TAP		
CATTLE TRAIL ACRES			
WEEK CREEK	\$750.00		
0170 SCHLAGER I & S			
0171 SIX MILE DRAW			
0172 HORSE RANCH ACRES I & S			
0173 CATLE TRAIL ACRES I & S			

## UTILITIES

Rocky Mountain Power

Rocky Mountain Power  
2840 East Yellowstone Hwy  
Casper, WY 82609

Century Link

Century Link  
103 North Durbin Street  
Casper, WY 82601

Charter

Charter  
451 South Durbin Street  
Casper, WY 82601

Black Hills Energy

Black Hills Energy  
1535 East Yellowstone  
Casper, WY 82601

Mountain West Telephone

Mountain West Telephone  
123 West 1<sup>st</sup> Street, Suite C-95  
Casper, WY 82601

RESOLUTION NO. 20-97

A RESOLUTION FINDING FACTS PURSUANT TO  
WYOMING STATUTE 15-1-402 REGARDING THE  
ANNEXATION OF THE SONTRUST NO. 1 ADDITION  
TO THE CITY OF CASPER

WHEREAS, the hearing to determine whether the above-described area is eligible for annexation and otherwise meets the requirements of Wyoming State Statute 15-1-402 was properly set for hearing before the Casper City Council, notice thereof being properly published and given pursuant to Wyoming State Statute 15-1-405; and,

WHEREAS, the City Council, pursuant to Wyoming State Statute 15-1-402, is required to consider and make certain findings prior to the above-described property being eligible for annexation.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the following findings of facts have been and are hereby found, based on the record in this matter, by the governing body of the City of Casper.

1. The annexation of the area is for the protection of health, safety, and welfare of the persons residing in the area and in the City because public utilities, including water and/or sewer, will be made available to the property owners.
2. The urban development of the area will constitute a natural, geographical, economical, and social part of the City because the area is adjacent to properties currently located within the City limits of Casper. The area is not isolated by any natural or man made features and is a natural extension of the City limits.
3. The annexation of the area is a logical and feasible addition to the City and the extension of basic and other services customarily available to the residents of the City can reasonably be furnished to the area because the area is adjacent to properties currently being served by City services. The area can be serviced without the need for additional City-funded infrastructure such as water trunk lines, booster stations, or storage tanks. The City of Casper will not have to expend capital dollars on emergency response or public works equipment, nor hire additional personnel to serve this area.
4. The annexation of the area is contiguous with, and adjacent to the City limits.



5. The City does not operate its own electric utility. Rocky Mountain Power Company will provide electric service for the area, as they do for the balance of the City of Casper.
6. All of the conditions required and set forth in Wyoming State Statute 15-1-402(c) exist and the required procedures for the annexation of the area have been met. An annexation report was prepared pursuant to Wyoming State Statute 15-1-402(c) and was disseminated to affected landowners and utility companies according to Wyoming Law.
7. Legal notice specifying the date, time, and place for a public hearing to determine whether or not the proposed annexation complies with Wyoming State Statute 15-1-402 was published in the Casper Star-Tribune twice, at least fifteen (15) days prior to the public hearing, and notice was given as provided by Wyoming State Statute 15-1-405.

PASSED, APPROVED, AND ADOPTED this 19<sup>th</sup> day of May, 2020.

APPROVED AS TO FORM:

Wallie Trent et al

ATTEST:

\_\_\_\_\_  
Fleur Tremel  
City Clerk

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Steven K. Freel  
Mayor

ORDINANCE NO. 7-20

AN ORDINANCE APPROVING THE ANNEXATION, PLAT AND SUBDIVISION AGREEMENT FOR THE SONTRUST NO. 1 ADDITION TO THE CITY OF CASPER; AND ZONING SAID ADDITION R-3 (ONE TO FOUR UNIT RESIDENTIAL)

WHEREAS, Sontrust Development, LLC has applied to annex and plat a 12,700 square foot parcel, located at 2665 Allendale Boulevard, to create the Sontrust No. 1 Addition Subdivision in a portion of the SW1/4SW1/4 of Section 15, T.33N., R.79W., 6<sup>th</sup> P.M., Natrona County Wyoming; and,

WHEREAS, the applicant has applied for R-3 (One to Four Unit Residential) zoning of said Sontrust No. 1 Addition; and,

WHEREAS, a petition requesting annexation has been signed by a majority of the landowners owning a majority of the area sought to be annexed, excluding public streets and alleys and tax exempt property, and said petition has been submitted to the City of Casper for approval pursuant to Section 15-1-403 of the Wyoming State Statutes, as amended; and,

WHEREAS, an annexation report will be completed prior to final approval of the annexation, in accordance with Section 15-1-402 of the Wyoming State Statutes, as amended; and,

WHEREAS, the City of Casper Planning and Zoning Commission recommended that the Council approve the annexation, the plat creating the Sontrust No. 1 Addition, and the zoning of the same as R-3 (One to Four Unit Residential) following a public hearing on February 20, 2020.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING:

SECTION 1:

The annexation of the Sontrust No. 1 Addition, as described above, is hereby approved and said area is included within the corporate limits of the City of Casper and all rights, privileges, and duties pertaining to such inclusion shall apply to said development and the inhabitants thereof.

SECTION 2:

The plat of the Sontrust No. 1 Addition is hereby approved.

SECTION 3:

The Subdivision Agreement between the City of Casper and Sontrust Development, LLC is hereby approved, and the Mayor is hereby authorized, and directed to execute, and the City Clerk to attest, said Agreement.

SECTION 4:

The Sontrust No. 1 Addition is hereby zoned R-3 (One to Four Unit Residential).

SECTION 5:

All utility franchises shall be furnished a copy of this ordinance, and other information required by the franchises, as official notice of the expansion of the City limits.

SECTION 6:

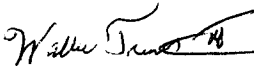
This ordinance shall, pursuant to W. S. § 15-1-408, be in full force and effect on the 21st business day following third reading approval by the City Council, and following publication.

PASSED on 1st reading the 7<sup>th</sup> day of April, 2020.

PASSED on 2nd reading the 21<sup>st</sup> day of April, 2020.

PASSED, APPROVED, AND ADOPTED on 3rd and final reading the 19<sup>th</sup> day of May, 2020.

APPROVED AS TO FORM:



ATTEST:


CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Fleur Tremel  
City Clerk

\_\_\_\_\_  
Steven K. Freel  
Mayor

May 6, 2020

**MEMO TO:** J. Carter Napier, City Manager 

**FROM:** Fleur Tremel, Assistant to the City Manager/City Clerk   
Carla Mills-Laatsch, Licensing Specialist

**SUBJECT:** Public Hearing Date for a New Restaurant Liquor License No. 44 for Occasions by Cory, LLC, d/b/a/ Occasions Entertainment Group Located at 303 South Wolcott Street.

**Meeting Type & Date**  
Regular Council Meeting  
May 19, 2020

**Action type**  
Public Hearing  
Minute Action

**Recommendation**  
That Council, by minute action, consider the application for a new restaurant liquor license No. 44, for Occasions by Cory, LLC, d/b/a Occasions Entertainment Group, located at 303 South Wolcott Street.

**Summary**  
An application has been received requesting a new restaurant liquor license, No. 44, for Occasions by Cory, LLC, d/b/a Occasions Entertainment Group, located at 303 South Wolcott Street.

The applicant is aware of the amendments to the City of Casper municipal code regarding operating days and hours for restaurant liquor license holders. If the amendments are approved, the applicant will comply with the new requirements.

If approved, this license will be issued immediately.

As required by Municipal Code 05.08.080, a notice was published in a local newspaper once a week for two consecutive weeks. As required by State Statute 12-4-104(a) it is being advertised on the City's website ([www.casperwy.gov](http://www.casperwy.gov)).

**Financial Considerations**  
City will receive \$1260 if this license is approved.

**Oversight/Project Responsibility**

Carla Mills-Laatsch, Licensing Specialist

**Attachments**

Copy of Application

Affidavit of Website Publication

# NEW OR TRANSFER LIQUOR LICENSE OR PERMIT APPLICATION

FOR LIQUOR DIVISION USE ONLY		
Customer #:		
Trf from:		
Reviewer:	Initials	Date
Agent:		/ /
Chief:		/ /

**To be completed by City/County Clerk**

License Fees Annual Fee: \$ 1500.00 Local License #: Restaurant #44  
 Prorated Fee: \$ 1260.00 Date filed with clerk: 04 124 2020  
 Transfer Fee: \$ \_\_\_\_\_ Advertising Dates: (2 Weeks) 05/06/2020 & 05/10/2020  
 Publishing Fee: \$ \_\_\_\_\_ Hearing Date: 05 19 2020  
 Publishing Fee Direct Billed to Applicant:

License Term: 05 180 12020 Through 03 131 12021  
Month Day Year Month Day Year

**LICENSING AUTHORITY:** Begin publishing promptly. As W.S. 12-4-104(d) specifies: **NO LICENSING AUTHORITY SHALL APPROVE OR DENY THE APPLICATION UNTIL THE LIQUOR DIVISION HAS CERTIFIED THE APPLICATION IS COMPLETE.**

Applicant: Occasions by Cary, LLC  
 Trade/Business Name (dba): Occasions Entertainment Group  
 Building to be licensed/Building Address: 303 S. Wolcott Street  
Number & Street  
Casper WY 82601 Natrona  
City State Zip County  
 Mailing Address: same  
Number & Street or P.O. Box  
City State Zip  
 Business Telephone Number: (307) 337-2679 Fax Number: (307) 337-2678  
 E-Mail Address: Events@OccasionsbyCary.com  
 Brief legal description and the zoning of the licensed building or site for licensed building: W.S. 12-4-102 (a) (vi)  
PT NW NE: PT NW : (AKA CtW WTR Deeded PT NW NE

FILING FOR	FILING IN (CHOOSE ONLY ONE)	FILING AS (CHOOSE ONLY ONE)
<input checked="" type="checkbox"/> NEW LICENSE	<input checked="" type="checkbox"/> CITY OF: <u>Casper</u>	<input type="checkbox"/> INDIVIDUAL
<input type="checkbox"/> TRANSFER OF LOCATION	<input type="checkbox"/> COUNTY OF: _____	<input type="checkbox"/> PARTNERSHIP
<input type="checkbox"/> TRANSFER OWNERSHIP	<input type="checkbox"/> ASSIGNMENT LETTER ATTACHED	<input type="checkbox"/> LP/LLP
FORMERLY HELD BY: _____		<input checked="" type="checkbox"/> LLC
		<input type="checkbox"/> CORPORATION
		<input type="checkbox"/> LTD PARTNERSHIP
		<input type="checkbox"/> ORGANIZATION
		<input type="checkbox"/> OTHER _____

**TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)**

<input type="checkbox"/> RETAIL LIQUOR LICENSE ON-PREMISE ONLY (BAR)	<input checked="" type="checkbox"/> RESTAURANT LIQUOR LICENSE	<input type="checkbox"/> MICROBREWERY
<input type="checkbox"/> OFF-PREMISE ONLY (PACKAGE STORE)	<input type="checkbox"/> RESORT LIQUOR LICENSE	<input type="checkbox"/> WINERY
<input type="checkbox"/> COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)	<input type="checkbox"/> BAR AND GRILL	<input type="checkbox"/> DISTILLERY SATELLITE
	LIMITED RETAIL (CLUB)	<input type="checkbox"/> WINERY SATELLITE
	<input type="checkbox"/> VETERANS CLUB	<input type="checkbox"/> COUNTY RETAIL or SPECIAL MALT BEVERAGE PERMIT
	<input type="checkbox"/> FRATERNAL CLUB	<b>SPECIAL DESIGNATIONS</b>
	<input type="checkbox"/> GOLF CLUB	<input type="checkbox"/> CONVENTION FACILITY
	<input type="checkbox"/> SOCIAL CLUB	<input type="checkbox"/> CIVIC CENTER/EVENT CENTER/ PUBLIC AUDITORIUM
		<input type="checkbox"/> GOLF CLUB
		<input type="checkbox"/> GUEST RANCH
		<input type="checkbox"/> RESORT

To Assist the Liquor Division with scheduling inspections: **WHEN DO YOU OPERATE?**

FULL TIME (e.g. Jan through Dec) (specify months of operation) from Jan to Dec

SEASONAL/PART-TIME DAYS OF WEEK (e.g. Mon through Sat) from WED to FRI

NON-OPERATIONAL/PARKED HOURS OF OPERATION (e.g. 10a - 2a) from 11am to 1pm

**ALL APPLICANTS MUST COMPLETE QUESTIONS 1-6**

1. BUILDING OWNERSHIP: Does the applicant? W.S. 12-4-103 (a) (iii)

- (1) OWN the licensed building?  YES (own)
- (2) LEASE the licensed building? (Lease must be through the term of the liquor license)  YES (lease)

If Yes, please submit a copy of the lease and indicate:

- (A) When the lease expires, located on page 1 paragraph 3 of lease.
- (B) Where the Sales provision for alcoholic or malt beverages is located, on page \_\_\_\_\_ paragraph \_\_\_\_\_ of lease. **\* Addendum attached**
- (MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.)

2. To operate your liquor business, have you assigned, leased, transferred or contracted with any other person (entity) to operate and assert total or partial control of the license and the licensed building? W.S. 12-4-601 (b)  YES  NO
3. Does any manufacturer, brewer, rectifier, wholesaler, or through a subsidiary affiliate, officer, director or member of any such firm: W.S. 12-5-401, 12-5-402, 12-5-403
- (a) Hold any interest in the license applied for?  YES  NO
- (b) Furnish by way of loan or any other money or financial assistance for purposes hereof in your business?  YES  NO
- (c) Furnish, give, rent or loan any equipment, fixtures, interior decorations or signs other than standard brewery or manufacturer's signs?  YES  NO
- (d) If you answered YES to any of the above, explain fully and submit any documents in connection there within:  
N/A

4. Does the applicant have any interest or intent to acquire an interest in any other liquor license issued by this licensing authority? W.S. 12-4-103 (b)  YES  NO
- If "YES", explain: N/A

5. If applicant is filing as an Individual, Partnership or Club: W.S. 12-4-102 (a) (ii) & (iii)
- Each individual, partner or club officer must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip <i>DO NOT LIST PO BOXES</i>	Residence Phone Number	Have you been a DOMICILED resident for at least 1 year and not claimed residence in any other state in the last year?	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
				YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

(If more information is required, list on a separate piece of paper and attach to this application.)

6. If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership: W.S. 12-4-102 (a) (iv) & (v)

Each stockholder holding, either jointly or severally, ten percent (10%) or more of the outstanding and issued capital stock of the corporation, limited liability company, limited liability partnership, or limited partnership, and every officer, and every director must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip <i>DO NOT LIST PO BOXES</i>	Residence Phone Number	No. of Years in Corp or LLC	% of Corporate Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
<u>Corey Towles</u>				<u>5</u>	<u>100%</u>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

(If more information is required, list on a separate piece of paper and attach to this application.)

**7. BAR AND GRILL LICENSE:**

Have you submitted a valid food service permit or application? W.S. 12-4-413 (a)  YES  NO

**8. RESTAURANT LICENSE:**

(a) Give a description of the dispensing room(s) and state where it is located in the building. W.S. 12-4-408 (b) (e.g. 10 x 12 room in SE corner of building): 10' x 20' room in westside of main floor

(b) Have you submitted a valid food service permit or application? W.S. 12-4-407 (a)  YES  NO

(c) Have you attached a drawing of the establishment that includes the restaurant dispensing room(s)? W.S. 12-4-410 (f)  YES  NO

**9. RESORT LICENSE:**

Does the resort complex:

(a) Have an actual valuation of at least one million dollars, or have you committed or expended at least one million dollars (\$1,000,000.00) on the complex, excluding the value of the land? W.S. 12-4-401(b)(i)  YES  NO

(b) Include a restaurant and a convention facility which will seat at least one hundred (100) persons? W.S. 12-4-401(b)(ii)  YES  NO

(c) Include motel, hotel or privately owned condominium, town house or home accommodations approved for short term occupancy with at least one hundred (100) sleeping rooms? W.S. 12-4-401(b)(iii)  YES  NO

(d) If no on question (c), have a ski resort facility open to the general public in which you have committed or expended at least one million dollars (\$1,000,000.00)? W.S. 12-4-401(b)(iv)  YES  NO

(e) Are you contracting/leasing the food and beverage services? W.S. 12-4-403(b) 1. If Yes, have you submitted a copy of the food and beverage contract/lease?  YES  NO

**10. MICROBREWERY LICENSE:**

Will the license be held in conjunction with another liquor license? W.S. 12-4-412(b)(iii)  YES  NO

(a) If "YES", please specify type:  RETAIL  RESTAURANT  RESORT  BAR AND GRILL  WINERY

(b) Do you self distribute your products? W.S. 12-2-201(a) (Requires wholesaler license with the Liquor Division)  YES  NO

(c) Do you distribute your products through an existing malt beverage wholesaler? W.S. 12-2-201(g)(i) (Requires authorization to sell license with the Liquor Division)  YES  NO

**11. WINERY LICENSE:**

Will the license be held in conjunction with another liquor license? W.S. 12-4-412(b)(iii)  YES  NO

(a) If "YES", please specify type:  RETAIL  RESTAURANT  RESORT  BAR AND GRILL  MICROBREWERY

**12. LIMITED RETAIL (CLUB) LICENSE:**

**FRATERNAL CLUBS** W.S. 12-1-101(a)(iii)(B)

(a) Has the fraternal organization been actively operating in at least thirty-six (36) states?  YES  NO

(b) Has the fraternal organization been actively in existence for at least twenty (20) years?  YES  NO

**13. LIMITED RETAIL (CLUB) LICENSE:**

**VETERANS CLUBS** W.S. 12-1-101(a)(iii)(A):

(a) Does the Veteran's organization hold a charter by the Congress of the United States?  YES  NO

(b) Is the membership of the Veteran's organization comprised only of Veterans and its duly organized auxiliary?  YES  NO

**14. LIMITED RETAIL (CLUB) LICENSE:**

**GOLF CLUBS** W.S. 12-1-101(a)(iii)(D) W.S. 12-4-301(e):

(a) Do you have more than fifty (50) bona fide members?  YES  NO

(b) Do you own, maintain, or operate a bona fide golf course together with clubhouse?  YES  NO

(c) Are you a political subdivision of the state that owns, maintains, or operates a golf course?  YES  NO

1. Are you contracting/leasing the food and beverage services? W.S. 12-5-201(g)  YES  NO

2. If Yes, have you submitted a copy of the food and beverage contract/lease?  YES  NO



**15. LIMITED RETAIL (CLUB) LICENSE:**

**SOCIAL CLUBS W.S. 12-1-101(a)(iii)(E)/W.S. 12-4-301(b):**

- (a) Do you have more than one hundred (100) bona fide members who are residents of the county in which the club is located?  YES  NO
- (b) Is the club incorporated and operating solely as a nonprofit organization under the laws of this state?  YES  NO
- (c) Is the club qualified as a tax exempt organization under the Internal Revenue Service?  YES  NO
- (d) Has the club been in continuous operation for a period of not less than one (1) year?  YES  NO
- (e) Has the club received twenty-five dollars (\$25.00) from each bona fide member as recorded by the secretary of the club and are club members at the time of this application in good standing by having paid at least one (1) full year in dues?  YES  NO
- (f) Does the club hold quarterly meetings and have an actively engaged membership carrying out the objectives of the club?  YES  NO
- (g) Have you filed a true copy of your bylaws with this application?  YES  NO
- (h) Has at least fifty one percent (51%) of the membership signed a petition indicating a desire to secure a Limited Retail Liquor License? (Petition Attached)  YES  NO

**REQUIRED ATTACHMENTS:**

- A statement indicating the financial condition and financial stability of the applicant W.S. 12-4-102 (a) (vi).
- Restaurants: include a drawing of the establishment that includes the dispensing room(s) W.S. 12-4-410 (f).
- Attach any lease agreements (especially for resort/political subdivisions leasing out food & beverage services) W.S. 12-4-103 (a) (iii)/ W.S. 12-4-403(b)/W.S. 12-4-301(e).
- N/A**  If transferring a license from one ownership to another, a form of assignment from the current licensee to the new applicant authorizing the transfer W.S. 12-4-601 (b).

**OATH OR VERIFICATION**

*(Requires signatures by ALL Individuals, ALL Partners, ONE (1) LLC Member, or TWO (2) Corporate Officers or Directors except that if all the stock of the corporation is owned by ONE (1) individual then that individual may sign and verify the application upon his oath, or TWO (2) Club Officers.) W.S. 12-4-102(b)*

**Under penalty of perjury, and the possible revocation or cancellation of the license, I swear the above stated facts, are true and accurate.**

STATE OF WYOMING )  
 ) SS.  
COUNTY OF Natrona )

Signed and sworn to before me on this 22<sup>nd</sup> day of April, 2020 that the facts alleged in the foregoing instrument are true by the following:

1)	<u>Cory J. Paulos</u> (Signature)	<u>Cory J. Paulos</u> (Printed Name)	<u>owner</u> <u>4/22/2020</u> Title
2)	_____ (Signature)	_____ (Printed Name)	_____ Title
3)	_____ (Signature)	_____ (Printed Name)	_____ Title
4)	_____ (Signature)	_____ (Printed Name)	_____ Title
5)	_____ (Signature)	_____ (Printed Name)	_____ Title
6)	_____ (Signature)	_____ (Printed Name)	_____ Title



Witness my hand and official seal:

Jennifer K. Ljowski  
Signature of Notary Public

My commission expires: 12-24-2021

AFFIDAVIT OF WEBSITE PUBLICATION

State of Wyoming)  
County of Natrona)

I, the undersigned, being in the employ of the City of Casper and responsible for the publishing and posting of notices for the Casper City Council's public hearings concerning liquor licensing, and knowing the facts herein set forth do solemnly swear that:

- Notice of the public hearing set forth below was posted continually on the City of Casper website in accordance with W.S. 12-4-104. The said posting commenced on 05/05/2020 and ended on 05/20/2020 and
- Attached is image of the Notice as actually posted on the City of Casper website (www.caserwy.gov) for the entire period referenced above.

By: Carla Mills Loatsch Date: 05/05/2020

Title: Licensing Specialist

Scribed in my presence and sworn before me on this

5<sup>th</sup> day of May, 2020

Christa K. Wiggs



Provide to City of Casper Central Records

## NEW RESTAURANT LIQUOR LICENSE

An application for a new restaurant Liquor License No. 44, Occasions by Cory, LLC, d/b/a Occasions Entertainment Group, located at 303 South Wolcott Street has been received in this office. Public Hearing on said application will be held on May 19th, 2020, at 6:00 p.m. in the City Council Chambers at 200 North David, Casper, Wyoming.

ORDINANCE NO. 10-20

AN ORDINANCE AMENDING CHAPTER 17.68 OF THE CASPER MUNICIPAL CODE, PERTAINING TO GAMING/GAMBLING IN THE C-4 (HIGHWAY BUSINESS) ZONING DISTRICT.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING:

SECTION 1:

That Section 17.76.020 of the Casper Municipal Code is hereby amended to add "Gaming/Gambling," alphabetically, as a permitted use in the C-4 (Highway Business) zoning district, and renumber the section, as follows:

17.76.020 - Permitted uses.

Except as otherwise provided, no new building, structure, or land use shall be permitted in the C-4 district, except:

1. Animal shelters, animal clinics, and animal boarding and treatment centers;
2. Assembly of devices or instruments, or packaging of products from previously prepared materials;
3. Automobile parks;
4. Automobile sales and repair areas and shops;
5. Automobile service stations, automobile service centers, and public garages;
6. Bed and breakfast;
7. Bed and breakfast homestay;
8. Bed and breakfast inn;
9. Builders' supply yards;
10. Churches;
11. Clubs and lodges;
12. Commercial dairies (excluding dairy farms);
13. Commercial laundries;
14. Convenience establishment, high volume;
15. Dance studios;
16. Day-care, adult;
17. Child care center;
18. Family child care center - zoning review;
19. Family child care home;
20. Family child care home - zoning review;
21. Drive-in/through facilities such as restaurants, package liquors, branch banks, etc.;
22. Farm implement sales and service;
23. Frozen food lockers;

24. Gaming/gambling
25. Greenhouses;
26. Grocery stores;
27. Group homes;
28. Heliports;
29. Homes for the homeless (emergency shelters);
30. Hotels, motels;
31. Kennels;
32. Manufactured home (mobile) sales;
33. Medical laboratories, clinics, health spas, rehabilitation centers, real estate brokers, insurance agents, and public health facilities;
34. Nurseries;
35. Offices, general and professional;
36. Parks, playgrounds, historical sites, golf courses, and other similar recreational facilities;
37. Pawn shops;
38. Personal service shops;
39. Pet supplies;
40. Plumbing, welding, electrical supply, service shops, and fabrication shops;
41. Printing and newspaper houses;
42. Public utility and public service installations and facilities, including repair and storage facilities;
43. Radio and television stations, including transmitting and receiving towers;
44. Recreation centers, restaurants, cafes, coffee shops, and retail business;
45. Retail businesses;
46. Sale barns;
47. Trade or business schools;
48. Transportation depots;
49. Truck/car stops;
50. Warehouses, indoor and outdoor storage.
51. Sexually oriented businesses, pursuant to all regulations set forth in Section 9.24.110 of the municipal code;
52. Neighborhood assembly uses;
53. Regional assembly uses;
54. Branch community facilities;
55. Neighborhood grocery.

## SECTION 2:

That Section 17.76.040 of the Casper Municipal Code is hereby amended to remove the strikethrough text, and renumber the section as follows:

17.76.040 - Conditional uses.

The following are conditional uses in the C-4 district:

- A. ~~Gaming/gambling; provided said use is located in excess of three hundred feet from any school or church use;~~
- B.A. Parking lots;
- C.B. Recycling businesses;
- D.C. Other compatible uses, as determined by the commission.

**SECTION 3:**

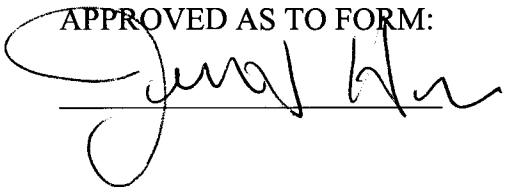
This ordinance shall be in full force and effect from and after passage on three readings and publication.

PASSED ON 1<sup>st</sup> reading the 21<sup>st</sup> day of April, 2020,

PASSED ON 2<sup>nd</sup> reading the 5<sup>th</sup> day of May, 2020,

19<sup>th</sup> PASSED, APPROVED, and ADOPTED on 3<sup>rd</sup> and final reading the day of May, 2020.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation:

\_\_\_\_\_  
Fleur Tremel  
City Clerk

\_\_\_\_\_  
Steven K. Freel  
Mayor

May 14, 2020

MEMO TO: J. Carter Napier, City Manager *JCN*  
FROM: Liz Becher, Community Development Director *LB*  
SUBJECT: Text Amendment to Chapter 8.40 of the Casper Municipal Code, Pertaining to Litter Control

**Meeting Type & Date:**

Regular Council Meeting, May 19, 2020

**Action Type:**

Public Hearing – 2<sup>nd</sup> Reading on Ordinance

**Summary:**

On Tuesday, May 12, 2020, City staff provided requested information to Council about the proposed language that Councilman Cathey had presented at the 1<sup>st</sup> reading of a proposed ordinance amending Section 8.40.050 of the Municipal Code pertaining to litter control. The proposed language states:

**B. The owner, agent or contractor shall maintain the containers in such a manner as to prevent wind-blown litter, that meets standards prescribed in Chapter 8.32 of this Code, and shall make appropriate arrangements for the collection thereof or shall transport the same by himself or his agent or employee to an authorized facility for final disposition.**

The question of enforceability was brought up by several Council members, and staff was asked to provide feedback. At the work session, staff expressed the following issues they saw with enforceability of the proposed language:

The requirement to cover construction containers/dumpsters was stricken, and a simple reference to Chapter 8.32 (Solid Waste Collection and Disposal) was suggested as the existing, appropriate section of the municipal code to govern how construction waste should be controlled. Staff sees several issues with relying on Chapter 8.32. First, Chapter 8.32 is really governing the solid waste collection and disposal regulations, and not litter control, which is located in Chapter 8.40. In simplified terms, Chapter 8.32 provides standards for commercial/business containers (must be covered), and for residential containers (must be covered). It does not; however, provide guidance on construction-type containers, such as dump trailers, or more often used, containers commonly referred to as “roll-offs.” Construction containers are already covered separately in Chapter 8.40 for this reason. The amended language of the ordinance amendment appears to simply refer back to the standards of 8.32 for guidance on type of containers and litter management. Unfortunately, staff feels this is inadequate, and would require additional verbiage be added to Chapter 8.32 to address construction-type containers specifically. That is certainly

an option that Council can consider; however, the simplest way to address the requirement, if the Council determines that it wants to address construction litter, is to simply amend Chapter 8.40 to explicitly require that construction containers be covered in some manner. Whereas Chapter 8.32 seemingly exempts construction and demolition projects, Section 8.40.050 (Construction and Demolition projects) specifically address these types of sites. As discussed above, all residential and commercial sanitation containers are already required to have covers according to Section 8.32.040, with the EXCEPTION of construction sites. Adding the same requirement to provide covered containers to Section 8.40.050 would be the most expedient way to close the loophole that currently allows construction containers to be uncovered.

Code Enforcement has clear enforcement authorization over Chapter 8.40, per Section 8.40.110 (Enforcement – Authorized personnel). Enforcement techniques range from issuing a Notice of Violation, and allowing the offender five (5) days to bring the property into compliance, up to and including the issuance of an immediate citation, with assistance from a sworn Police Officer, that can carry a maximum fine of up to \$750 per occurrence. Each situation is different, and requires officer discretion. Also, regarding enforceability, it is very easy for a Code Enforcement Officer to drive by a construction site and observe whether or not there is a refuse container and whether or not it is covered in some manner. Staff shared photos at the work session, which are included as an attachment with this memo, showing types of covers that are commonly used and easily available.

Following staff's report, Council readdressed the proposed language amendment, and directed staff to bring forward the following amendment to Section 8.40.050(B) for consideration at third reading at the May 19<sup>th</sup> regular Council meeting for 2<sup>nd</sup> reading:

- B. The owner, agent or contractor shall have and maintain on the site, containers, **WITH COVERS**, ~~that meet the standards prescribed by Chapter 8.32 of this code~~, and shall make appropriate arrangements for the collection thereof or shall transport the same by himself or his agent or employee to an authorized facility for final disposition. Acceptable covers are illustrated here.

*(Imbed photos into final ordinance)*

**Financial Considerations:**

Not applicable.

**Oversight/Project Responsibility:**

The Code Enforcement and Building Divisions will be responsible for enforcement.



**Attachments:**

Ordinance (*as amended on May 5, 2020*)

Photos of Common Construction Container Covers

ORDINANCE NO. 11-20 AMENDED

AN ORDINANCE AMENDING CHAPTER 8.40 OF THE CASPER MUNICIPAL CODE, PERTAINING TO LITTER CONTROL.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING;

SECTION 1:

That Section 8.40.050 of the Casper Municipal Code is hereby amended to add the language identified in bold/capital letters, to read as follows:

8.40.050 Construction and Demolition Projects

- A. It is unlawful for the owner, agent or contractor in charge of any construction or demolition site to cause, maintain, permit or allow to be caused, maintained or permitted the accumulation, other than as restricted by subsection (B) of this section, of any litter on the site within thirty days prior to the commencement of construction or demolition, or during or within thirty days after completion of the construction or demolition.
  
- B. The owner, agent or contractor shall maintain the containers in such a manner as to prevent wind-blown litter, that meets standards prescribed in Chapter 8.32 of this Code, and shall make appropriate arrangements for the collection thereof or shall transport the same by himself or his agent or employee to an authorized facility for final disposition.**

SECTION 2:

This ordinance shall be in full force and effect from and after passage on three readings and publication.

PASSED on 1st reading the \_\_\_\_ day of \_\_\_\_\_, 2020.

PASSED on 2nd reading the \_\_\_\_ day of \_\_\_\_\_, 2020.

PASSED, APPROVED, AND ADOPTED on 3rd and final reading the \_\_\_\_ day of \_\_\_\_\_, 2020.

APPROVED AS TO FORM:

---

ATTEST:

---

Fleur Tremel  
City Clerk

CITY OF CASPER, WYOMING  
A Municipal Corporation

---

Steven K. Freel  
Mayor



May 14, 2020

MEMO TO: City Council  
J. Carter Napier, City Manager

FROM: John Henley, City Attorney *JH*  
Fleur Tremel, Assistant to the City Manager/City Clerk  
Carla Mills-Laatsch, Licensing Specialist

SUBJECT: Approving Amendments to the Liquor License Code Sections 5.08.010, 5.08.050, 5.08.080, 5.08.100, 5.08.105, 5.08.130, 5.08.140, 5.08.150, 5.08.280, 5.08.340, 5.08.480, 5.08.530 and 5.08.535.

**Meeting Type & Date**

Regular Council Meeting  
May 19, 2020

**Action type**

Second Reading

**Recommendation**

That Council, by ordinance, review and adopt as appropriate amendments to the Casper Municipal Code Sections within Chapter 5.08 addressing liquor licenses and open container permits.

**Summary**

Attached is the proposed amendment to section 5.08.480, of the ordinance which addresses open container provisions. Specifically, the attached proposed amendment incorporates the direction (hopefully) given at the work section of May 12, 2020.

The other major concern raised by the liquor dealers was the definition of "Operational." The license owners were concerned about the inability to modify their business plans, anything from shutting down for two slow months e.g. January and February to modification of a business plan, perhaps from a restaurant-bar concept to just a four night a week "club" concept.

Again, attached are three options to modify the Ordinance's current language; No. 1 maintaining the existing code language e.g. no change; No. 2 broad language references the "sale over the course of the license term to the general public...", and No. 3 the current ordinance language, but with the addition of a permitted opt out, with a public hearing and decision by council to permit or not, the request for an exception by resolution after the public hearing.

**Financial Considerations**

Small loss of revenue with relaxed open container permits. We will only require one person to apply for a liquor permit and open container. Usually, as many as 4-6 would apply. Liquor permits are \$50 per permit. The City would receive additional revenue if renewal applications are late. Currently, there is not a charge if the application is late. The City would receive additional revenue

for any new Special Malt Beverage permits issued, but would lose the fees that would be received from all the regular malt beverage that would have been pulled.

**Oversight/Project Responsibility**

John Henley, City Attorney (Ordinance Amendments)

Carla Mills-Laatsch, Licensing Specialist

**Attachments**

Proposed Ordinance to amend and adopt modifications to Code Sections 5.08.010, 5.08.050, 5.08.080, 5.08.100, 5.08.105, 5.08.130, 5.08.140, 5.08.150, 5.08.280, 5.08.480, 5.08.530 and 5.08.535 as amended.

Open Container Area Map. Option 3

Proposed Amendment consistent with direction of 5-12-2020 work session

Proposed amendment to allow non-profits to apply for a special malt beverage permit if they meet the basic requirements.

Comparative Fee Matrix.

Proposed amendments 1-3 "Operational."

ORDINANCE NO. 9-20

AN ORDINANCE UPDATING AND AMENDING SECTIONS 5.08.010, 5.08.050, 5.08.080, 5.08.100, 5.08.105, 5.08.130, 5.08.140, 5.08.150, 5.08.280, 5.08.340, 5.08.480, 5.08.530, and 5.08.535 OF THE CASPER MUNICIPAL CODE

- 5.08.010 - Definitions. Page 2
- 5.08.050 – License application – Contents and fees., Page 5
- 5.08.080 - License application—Notice, hearing and appeals procedure. Page 7
- 5.08.100 Microbrewery and winery permits; authorized; conditions; dual permits and licenses; satellite winery permits; direct shipment of wine; fees, Page 9
- 5.08.105 – Manufacturing and rectifying. Page 15
- 5.08.130 - Special malt beverage permit. Page 16
- 5.08.140 - Malt beverage and catering permits for public events. Page 17
- 5.08.150 - License holder restrictions. Page 20
- 5.08.280 – Repealed Page 21 (drugstores)
- 5.08.340 - Bar and grill liquor license issuance, council authority, criteria and restrictions. P.21
- 5.08.480 - Open container restrictions. Page 23
- 5.08.530 – Violation/Enforcement. Page 24
- 5.08.535 - Licensure Considerations and Administrative Fees Page 24

WHEREAS, the current Casper Municipal Code regarding alcohol beverages requires updating from time to time; and,

WHEREAS, authority is granted to cities and towns by W.S. 15-1-103(a) (iv), (xiii) and (xli) to adopt ordinances and regulations for the health, welfare, and safety of the city and to license and regulate business activities within the City for the health, safety, and welfare of its citizens; and,

WHEREAS, the governing bodies of cities and towns may perform all acts in relation to the property and concerns of the city or town necessary to the exercise of its corporate powers; and,

WHEREAS, the City Council of Casper, has recently authorized the renewal of numerous liquor licenses, notwithstanding that some of the licenses are in essence parked or not being used as intended; and,

WHEREAS, incorporated cities, towns and counties within Wyoming are the entities which are charged with licensing, regulating and prohibiting the retail sale of alcoholic and malt beverages within their jurisdictions (Wyo. Stat. §12-4-101(a)); and,

WHEREAS, pursuant to state law, liquor licenses are to be operational within one (1) year after license issuance or transfer and remain operational thereafter (Wyo. Stat. §12-4-103 (a)(iv)); and,

WHEREAS, "remains operational" means operational consecutively, in any license term year, for twelve (12) months unless the license was issued for a seasonal operation (Wyo. Stat. §12-4-103(a)(iv); and,

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the following sections of Chapter 5.08 of the Casper Municipal Code are hereby updated and amended as follows:

#### 5.08.010 - Definitions.

As used in this chapter:

1. "Alcoholic liquor" means any spirituous or fermented fluid, substance or compound other than malt beverage, intended for beverage purposes, which contains **at least more than** one-half of one percent of alcohol by volume. **As used in this paragraph, "beverage" does not include liquid filled candies containing less than six and one quarter percent of alcohol by volume.**
2. "Bar and grill liquor license" means the authority under which a licensee is permitted to sell alcoholic liquor or malt beverages for consumption on the premises owned or leased by the licensee, and is subject to the limitations hereinafter provided.
3. "Barrel" is a unit of liquid measure equal to thirty-one- U.S. gallons.
4. **"Brewery" means a commercial enterprise at a single location producing more than fifty thousand barrels per year of malt beverage.**
- 4.5. "Building" means a roofed and walled structure built or set in place for permanent use.
- 5.6. "Club" means any of the following organizations:
  - a. A post, charter, camp or other local unit composed only of veterans and its duly organized auxiliary, chartered by the Congress of the United States for patriotic, fraternal or benevolent purposes and, as the owner, lessee or occupant, operates an establishment for these purposes within the state;
  - b. A chapter, lodge or other local unit of an American national fraternal organization and, as the owner, lessee or occupant, operates an establishment for fraternal purposes within the state. As used in this subdivision, an American fraternal organization means an organization actively operating in not less than thirty-six states or having been in active continuous existence for not less than twenty years, but does not mean a college fraternity;
  - c. A hall or building association of a local unit specified in subdivisions a and b of this subsection, of which all of the capital stock is owned by the local unit or its members, operating clubroom facilities for the local unit;



- d. A golf club having more than fifty bona fide members and owning, maintaining or operating a bona fide golf course together with a clubhouse;
- e. A social club with more than one hundred bona fide members who are residents of the county in which it is located, owning, maintaining or operating club quarters, incorporated and operating solely as a nonprofit corporation under the laws of this state and qualified as a tax exempt organization under the Internal Revenue Service Code and having been continuously operating for a period of not less than one year. The club shall have had during this one-year period a bona fide membership paying dues of at least twenty-five dollars per year as recorded by the secretary of the club, quarterly meetings, and an actively engaged membership carrying out the objects of the club. A social club shall, upon applying for a license, file with the licensing authority and the ~~division~~ commission a true copy of its bylaws and shall further, upon applying for a renewal of its license, file with the licensing authority and the ~~commission~~ division a detailed statement of its activities during the preceding year which were undertaken or furthered in pursuit of the objects of the club together with an itemized statement of amounts expended for such activities. Club members, at the time of application for a limited retail liquor license pursuant to this chapter, shall be in good standing by having paid at least one full year in dues;
- f. Club does not mean college fraternities or labor unions.

~~6.7.~~ "Conviction" shall mean a finding of guilty, the entry of a guilty or no contest plea, or the entry of a guilty or no contest plea as part of a deferred sentence in any court.

~~7.8.~~ "Division" means the Wyoming Liquor Division.

~~"Drugstore" means space in a building maintained, advertised and held out to the public as a place where drugs and medicines are sold and prescriptions compounded and where a registered pharmacist is regularly employed.~~

~~8.9.~~ "Industry representative" means and includes all wholesalers, manufacturers, rectifiers, distillers and breweries dealing in alcoholic liquor or malt beverage, and proscriptions under their conduct includes conduct by a subsidiary, affiliate, officer, director, employee, agent, broker or any firm member of such entity.

~~9.10.~~ "Intoxicating liquor," "alcoholic liquor," "alcoholic beverage" and "spirituous liquor" are construed as synonymous in meaning and definition.

~~10.11.~~ "Licensee" means a person holding a:

- a. Retail liquor license;
- b. Limited retail liquor license;
- c. Resort liquor license;
- d. Malt beverage permit;
- e. Restaurant liquor license;
- f. Catering permit;
- g. Special malt beverage permit; or

- h. Bar and grill liquor license;
- i. Manufacturer's license-granted by the Wyoming Liquor Division and a City issued satellite manufacturer's permit.

**j. Microbrewery and/or winery permits.**

- ~~11.12.~~ "Limited retail liquor license" means a license issued as hereinafter provided to a bona fide fraternal club.
- ~~12.13.~~ "Malt beverage" means any fluid, substance or compound intended for beverage purposes manufactured from malt, wholly or in part, or from any substitute therefor, containing at least one-half of one percent of alcohol by volume.
- ~~13.14.~~ "Malt beverage permit" means the **authorization authority** under which the licensee is permitted to sell malt beverages only.
- ~~14.15.~~ "Manufacture" or "manufactures" means distilling or rectifying and bottling or packaging any spirituous fluid, substance or compound intended for beverage purposes which contains at least one-half of one percent alcohol by volume;
- ~~15.16.~~ "Microbrewery" is a commercial enterprise as defined by Wyoming Statute Section 12-1-101(a)(~~xix~~).
- ~~16.17.~~ ~~"Operational" means offering for sale to the general public alcoholic liquor and malt beverages as authorized under a license or permit issued under this title for not less than three consecutive months during any calendar year. —~~**"Operational", for nongovernmental owned properties, means offering for sale on an ongoing weekly basis for twelve (12) months per year during the license term year to the general public, alcohol and malt beverages as authorized, and as stated herein excluding periods of time where government issued community public health orders restrict the licensee's business operations.**
- ~~17.18.~~ "Original package" means any receptacle or container used or labeled by the manufacturer of the substance, containing any alcoholic liquors or malt beverages.
- ~~18.19.~~ "Person" includes an individual person, partnership, corporation, limited liability company or association.
- ~~19.20.~~ "Resident" means a domiciled resident and citizen of Wyoming for a period of not less than one year who has not claimed residency elsewhere for any purpose within a one-year period immediately preceding the date of application for any license or permit authorized under this chapter.
- ~~20.21.~~ "Restaurant" means space in a building maintained, advertised and held out to the public as a place where individually priced meals are prepared and served primarily for on-premises consumption and where the primary source of revenue from the operation is from the sale of food and not from the sale of alcoholic or malt beverages. The building shall have a dining room or rooms, a kitchen and the number and kinds of employees necessary for the preparing, cooking and serving of meals in order to satisfy the licensing authority that the space is intended for use as a full-service restaurant. The service of only fry orders or such food and victuals as

sandwiches, hamburgers or salads shall not be deemed a restaurant for the purposes of this section.

~~21-22.~~ "Restaurant liquor license" means the authority under which a licensee is permitted to sell alcoholic liquor and malt beverages for consumption on the premises owned or leased by the licensee, and is subject to the limitations hereinafter provided.

~~22-23.~~ "Retail liquor license" means the authority under which a licensee is permitted to sell alcoholic liquor or malt beverages for use or consumption, but not for resale.

~~23-24.~~ "Room" means an enclosed and partitioned space within a building, large enough for a person. Partitions may contain windows and doorways, but any partition shall extend from floor to ceiling.

~~24-25.~~ "Sell" or "sale" includes offering for sale, trafficking in, bartering, delivery, or dispensing and pouring for value, exchanging goods, services or patronage, or an exchange in any way other than purely gratuitously. Every delivery of any alcoholic liquor or malt beverage made otherwise than by gift constitutes a sale.

~~25-26.~~ "Special malt beverage permit" means the authority under which a licensee is permitted to sell malt beverages at public auditoriums, civic centers or events centers, meeting the qualifications hereinafter provided.

**27. "Weekly basis" means at least eight hours per day five days per week for forty-six weeks for retail, and bar and grill licenses at a location not owned by the State of Wyoming, Natrona County or the City of Casper, and at least five hours per day five days per week for fifty weeks per year for a restaurant license, unless the license was issued as a seasonal license and excluding periods of time where government issued public health orders restrict community wide business operations.**

~~26-28.~~ "Wholesaler" means any person, except the commission, who sells any alcoholic or malt beverage to a retailer for resale.

~~27-29.~~ — "Winery" means a commercial enterprise manufacturing wine at a single location in Wyoming in quantities not to exceed ten thousand gallons per year.

(Ord. 33-06 §§ 1, 2, 2006; Ord. 24-96 § 1, 1996; Ord. 22-93 § 1, 1993; Ord. 8-88 § 1, 1988; Ord. 25-86 (part), 1986: prior code § 3-1)

(Ord. No. 34-15, § 1, 12-15-2015; Ord. No. 2-19, 3-5-2019)

#### **5.08.050 – License application – Contents and fees.**

Any person desiring a license or permit, including a satellite manufacturer's permit, under the provisions of this chapter, if alcoholic beverage sales thereunder are to take place within the city, shall apply to the city council for the same upon a form of application prepared by the attorney

general of the state and furnished to the city. It shall be sworn to by the applicant, filed **timely** in the office of the city clerk and be accompanied by the sum of fifteen dollars in the event that it is submitted as an application for annual renewal to become effective on the annual renewal date of April 1st, and in the sum of **thirty-eighty** dollars for an application submitted at any other time or for any other purpose. The set amount is intended to defray the expense **including of** publishing notice of such application as required by law. Such application shall contain the following **the** information:

A. The location and description of the licensed building in which the applicant will sell under the license, if the building is in existence at the time of application. If the building is not in existence, the location and an architect's drawing or suitable plan of the licensed building and premises to be licensed;

B. The age and residence of the applicant, and of each applicant or partner if the application is made by more than one individual or by a partnership;

C. A disclosure of any criminal record of the applicant or any partner equal to a felony conviction under Wyoming law and any conviction for a violation of Wyoming law relating to the sale or manufacture of alcoholic or malt beverages within ten years prior to the filing of the application;

D. If the applicant is a corporation:

1. The name, age and residence of each officer, director and stockholder holding, either jointly or severally, ten percent or more of the outstanding and issued capital stock of the corporation, and

2. Whether any officer, director or stockholder with ten percent or more ownership has been convicted of a violation of law as provided in subsection C of this section;

E. A statement indicating the financial condition and financial stability of a new applicant;

F. The site and the zoning of the site where the applicant will sell under the license;

G. If the applicant is a limited liability company:

1. The name, age and residence of each officer, manager and member holding, either jointly or severally, ten percent or more of the outstanding ownership of the limited liability company, and

2. If any officer, manager or member with ten percent or more ownership has been convicted of a violation of law as provided under subsection C of this section;

H. No person or partner shall have any interest, directly or indirectly, in a license or permit unless he signs and verifies the application for the license or permit. No corporation shall be granted a license or permit unless two or more of the officers or directors sign and verify the application on behalf of the corporation and also verify upon their oath as individuals that the statements and provisions contained therein are true, except that if all the stock of the corporation is owned by one individual then that individual may sign and verify the application and verify upon his oath that the statements and provisions contained therein are true. No limited liability company shall be granted a license or permit unless at least one of the officers, managers, or if there are no officers or managers, at least one of the members who is duly authorized to act on behalf of the limited liability company signs and verifies the application on behalf of the company and also verifies upon his oath that the statements and provisions contained therein are true.

(Ord. No. 9-17, § 2, 6-20-2017; Ord. 40-07 § 1, 2007; Ord. 24-96 § 4, 1996; Ord. 26-89, 1989; Ord. 2-87 § 1, 1987; Ord. 25-86 (part), 1986; prior code § 3-10)

(Ord. No. 2-19, 3-5-2019)

**5.08.080 - License application—Notice, hearing and appeals procedure.**

A. When an application for a license, special malt beverage permit, satellite manufacturer's permit, or renewal, or a transfer of location or ownership thereof has been filed with the city clerk, the clerk shall promptly prepare a notice of application, place the notice conspicuously upon the premises shown by the application as the proposed place of sale, and publish the notice in a newspaper of local circulation once a week for two consecutive weeks. The notice shall state that a named applicant has applied for a license, special malt beverage permit, renewal, expansion or transfer thereof, and that protests against the issuance, renewal, expansion or transfer of the license or special malt beverage permit will be heard at a designated meeting of the city council. Each applicant shall, at the time of filing his application, pay the clerk an amount sufficient to cover the costs of publishing notice. Notices may be substantially in the following form:

NOTICE OF APPLICATION FOR A \_\_\_\_\_

Notice is hereby given that on the \_\_\_\_\_ day of \_\_\_\_\_, ~~19-20~~,  
(name of applicant) filed an application for a \_\_\_\_\_ license (permit), in the office of the  
Clerk of the City of Casper for the following building (insert address) and protests, if any there  
be, against the issuance (transfer or renewal) of the license (permit) will be heard at the hour of  
\_\_\_\_\_ .m. on the \_\_\_\_\_ day of \_\_\_\_\_, ~~19-20~~  
\_\_\_\_\_, in the (meeting place of the governing body).

\_\_\_\_\_

Dated \_\_\_\_\_

Signed  
City Clerk

B. Any license or other permit authorized under this chapter shall not be issued, renewed, expanded or transferred until on or after the date set in the notice for hearing protests. If a renewal or transfer hearing, the hearing shall be held no later than thirty days preceding the expiration date of the license or special malt beverage permit. A license or special malt beverage permit shall not be issued, renewed, expanded or transferred if the city council finds from evidence presented at the hearing:

1. The welfare of the people residing in the vicinity of the proposed license or permit premises is adversely and seriously affected;
2. The purpose of this chapter shall not be carried out by the issuance, renewal, expansion or transfer of the license or permit;
3. The number, type and location of existing licenses or special malt beverage permits meet the needs of the vicinity under consideration;
4. The desires of the residents of the city will not be met or satisfied by the issuance, renewal or transfer of the license or special malt beverage permit; or
5. Any other reasonable restrictions or standards which may be imposed by the city council shall not be carried out by the issuance, renewal, expansion or transfer of the license or permit.

C. When any application is filed with the city council, the city clerk shall immediately forward a copy of the application to the division. The city council shall not approve or deny an application until the division has certified the application is complete pursuant to this subsection. All applications shall be deemed to be certified unless objection is made by the division within ten working days after receipt of the application. Upon approval or denial of an application, the city council shall promptly notify the division.

D. An applicant for a renewal license or special malt beverage permit may appeal to the district court from an adverse decision by the city council. No applicant for a new license or permit shall have a right of appeal from the decision of the city council denying an application.

E. Upon an appeal, the person applying for a license and claiming renewal preference shall be named as plaintiff, with the city council named as defendant. During the pendency of an appeal, a renewal license denied by the city council shall not be granted to any other applicant. Upon notice of appeal the city clerk shall transmit to the clerk of the district court a certified

copy of the application, of each protest, if any, and of the minutes recording the decision appealed from. The appeal shall be heard as a trial de novo with evidence taken and other proceedings had as in the trial of civil actions. The court may accept and consider as part of the record certified documents forwarded to the court by the city clerk. The case shall be heard promptly and the procedure shall conform to the Wyoming Rules of Civil Procedure unless other procedures are provided for or required.

F. The date the renewal application is due to the city clerk's office for renewal is the second Monday in December of each calendar year. ~~will be set by the city clerk.~~ Renewal applications received after this date will be assessed a late fee or the license will be deemed as abandoned: a late fee of two hundred and fifty dollars shall be assessed for applications received one to five days late; a late fee of five hundred dollars shall be assessed for applications received six to ten days late; greater than ten days the license shall be deemed as abandoned and the clerk shall not accept a renewal application eleven (11) days after the renewal application. Late fees must be paid before the city clerk will accept a renewal application. ~~Late fee will be One Hundred Dollars and must be paid before the City Clerk will accept the renewal application. Late applications more than 3 weeks late may not be renewed.~~

(Ord. No. 9-17, § 3, 6-20-2017; Ord. 24-96 §§ 6, 1996; Ord. 25-86 (part), 1986: prior code § 3-15)

(Ord. No. 2-19, 3-5-2019)

**5.08.100** Microbrewery and winery permits; authorized; conditions; dual permits and licenses; satellite winery permits; direct shipment of wine; fees

~~A.— Subject to restrictions imposed under W.S. 12-4-103 excluding W.S. 12-4-103(a)(vi), the city council may issue:~~

~~1(a).— A microbrewery permit authorizing a permit holder to brew a malt beverage and dispense the brewed malt beverage for on-premises and limited off-premises personal consumption;~~

~~1(b).— A satellite manufacturer's permit authorizes the permittee to sell the permittee's product at the satellite location consistent with the manufacturer's license.~~

~~2.— A winery permit authorizing a permit holder to manufacture wine and dispense the manufactured wine for on-premises and limited off-premises personal consumption.~~

~~3.— Satellite winery permits, authorizing a winery permit holder to sell its manufactured wine at the number of satellite locations as specified by W.S. 12-4-412(d), as it may, from time to time be amended, from its licensed manufacturing site under the original permit. Satellite winery permits will be issued on application to the city clerk for each location following approval of the city council after a public hearing for consideration of the permit application. Satellite winery permits shall be subject to the applicable terms and conditions of this chapter.~~

~~4.— Every applicant for a satellite winery permit shall file with the city clerk, at the time of application for the initial permit, and any subsequent permit or renewal thereof, an affidavit in a form approved by the city clerk attesting that the applicant does not have more than the number of satellite locations within the state as specified by W.S. 12-4-412(d), as it may, from time to time be amended.~~

~~5.— No satellite winery permit shall be eligible for renewal in the event the applicant thereof has more than the number of satellite locations within the state as specified by W.S. 12-4-412(d), as it may, from time to time be amended.~~

~~B.— The city council:~~

~~1.— May allow the sale of other malt beverages under a microbrewery permit for on-premises consumption when obtained through licensed wholesale malt beverage distributors;~~

~~2.— May allow the sale of other wines under a winery permit for on-premises consumption when obtained from the commission;~~

~~3.— May approve the dual holding of a microbrewery permit or winery permit and one of the following:~~

~~a.— A retail liquor license;~~

~~b.— Subject to subsection C of this section, a restaurant license;~~

~~c.— A resort license;~~

~~d.— A microbrewery permit;~~

~~e.— A winery permit; or~~

~~f.— A bar and grill liquor license. Provided, however, the provisions of this chapter shall apply to any person holding a microbrewery or winery permit and a bar and grill liquor license, except the dual holder:~~

~~i.— May sell the brewed malt beverage or manufactured wine for limited off-premise personal consumption.~~

~~ii.— May upon cessation of full service restaurant operations serve a limited menu and continue to serve malt beverages authorized under the microbrewery permit or wines authorized under the winery permit.~~

~~iii.— Shall not include sales of malt beverages or wines authorized under the microbrewery or winery permit, or sales other than food service and alcoholic beverages, in the annual gross sales report.~~



~~4. — May allow the microbrewery to sell on-site its brewed product for off-premises personal consumption, not for retail sale, in packaging of bottles, cans or packs of an aggregate volume not to exceed two thousand ounces per sale;~~

~~a. — All microbrewery products for off-premises personal consumption shall be packaged in a sealed container prior to leaving the premises. Such seal shall be of such a nature as to indicate whether the container has been opened subsequent to the most recent purchase of a beverage in that container.~~

~~5. — May allow the winery to sell its manufactured wine on-site for off-premises personal consumption, not for retail sale, in packaging of bottles of an aggregate volume not to exceed two thousand twenty-eight ounces per sale;~~

~~a. — All winery products for off-premises personal consumption shall be packaged in a sealed container prior to leaving the premises. Such seal shall be of such a nature as to indicate whether the container has been opened subsequent to the most recent purchase of a beverage in that container.~~

~~6. — Shall limit the number of microbreweries or the number of wineries to no more than those allowed in W.S. 12-4-201(d) for each permit;~~

~~7. — May allow the transfer of a microbrewery or winery permit to another location and ownership of the microbrewery or winery may be transferred upon approval by the local licensing authority; and~~

~~8. — Shall assess a fee of not less than three hundred dollars nor more than five hundred dollars payable annually in advance for each microbrewery or winery permit; shall assess a fee of one hundred dollars annually for up to three satellite winery permits issued within the city to the same applicant. When dual ownership of a microbrewery or winery permit and a liquor license exists, no additional fee shall be assessed other than the retail, restaurant or resort license fee.~~

~~C. — Restaurant license restrictions of this chapter shall apply to any person holding a microbrewery or winery permit and a restaurant liquor license pursuant to subsection (B)(3)(b) of this section, except the dual holder:~~

~~1. — May sell the brewed malt beverage or manufactured wine for limited off-premises personal consumption pursuant to subsections (B)(4) and (5) of this section;~~

~~2. — May upon cessation of full-service restaurant operations, serve a limited menu and continue to serve malt beverages authorized under the microbrewery permit or wines authorized under the winery permit; and~~

3. ~~Shall not include sales of malt beverages or wines authorized under the microbrewery or winery permit, or sales other than food service and alcoholic beverages in the annual gross sales report required under this chapter.~~

A. Subject to restrictions imposed under Casper City Code Section 5.08.150 excluding Section 5.08.150(A)(4), the City may issue:

1. A microbrewery permit authorizing a permit holder to brew a malt beverage and dispense the brewed malt beverage for on-premises and limited off-premises personal consumption;

2. A winery permit authorizing a permit holder to manufacture wine and dispense the manufactured wine for on-premises and limited off-premises personal consumption.

B. A Casper microbrewery permit or a winery permit:

1. Allows the sale of other malt beverages under a microbrewery permit for on-premises consumption when obtained through licensed wholesale malt beverage distributors;

2. May allow the sale of other wines under a winery permit for on-premises consumption when obtained from the division;

3. Is approved for the dual holding of a microbrewery permit or winery permit and one (1) of the following:

a. A retail liquor license as provided in W.S. 12-4-101 through 12-4-201;

b. Subject to subsection C of this section, a restaurant license as authorized in this chapter.

c. A resort license as provided in this chapter;

d. A microbrewery permit as provided under paragraph (A)(1) of this section;

e. A winery permit as provided under paragraph (A)(2) of this section;  
or

f. Subject to subsection E of this section, a bar and grill liquor license as provided in this chapter.

4. Allows the microbrewery to sell on site its brewed product for off-premises personal consumption, not for retail sale, in packaging of bottles, cans or packs of an aggregate volume not to exceed two thousand ounces per sale;

5. Allows the winery to sell its manufactured wine on site for off-premises personal consumption, not for retail sale, in packaging of bottles of an aggregate volume not to exceed two thousand twenty-eight ounces per sale;

6. The number of microbreweries or the number of wineries are limited to no more than those allowed in W.S. 12-4-201(d) for each permit;

7. May allow the transfer of a microbrewery or winery permit to another location and ownership of the microbrewery or winery may be transferred upon approval by the local licensing authority; and

8. Shall be assessed a fee of subject to the renewal each year payable annually in advance for each microbrewery or winery permit. When dual ownership of a microbrewery or winery permit and a liquor license exists no additional fee shall be assessed other than the retail, restaurant or resort license fee.

C. W.S. 12-4-410 shall apply to any person holding a microbrewery or winery permit and a restaurant liquor license pursuant to subparagraph (B)(3)(b) of this section, except the dual holder:

1. Reserved

2. May sell the brewed malt beverage or manufactured wine for limited off-premises personal consumption pursuant to paragraphs (B)(4) and (5) of this section;

3. May upon cessation of full service restaurant operations, serve a limited menu and continue to serve malt beverages authorized under the microbrewery permit or wines authorized under the winery permit; and

4. Shall not include sales of malt beverages or wines authorized under the microbrewery or winery permit, or sales other than food service and alcoholic beverages in the annual gross sales report required under W.S. 12-4-408(c).

D. In addition to subsection B of this section, a winery permit under this section will include the availability to apply for an issued satellite winery permit which may allow the permittee to sell wine manufactured at the site identified on the manufacturer's license at up to three satellite locations within Wyoming separate from its licensed manufacturing site under the original permit fee. The satellite winery permit may be issued on application

to the appropriate licensing authority. The application will require a public hearing and the payment of an additional permit fee of one hundred dollars (\$100.00) regardless of the number of satellite locations. The satellite winery permit shall be subject to the terms and conditions of W.S. 12-4-106, the schedule of operating hours established by this chapter and the licensed building provisions of W.S. 12-5-201.

E. The provisions of W.S. 12-4-413 shall apply to any person holding a microbrewery or winery permit and a bar and grill liquor license pursuant to subparagraph (B)(3)(f) of this section, except the dual holder:

1. May sell the brewed malt beverage or manufactured wine for limited off-premise personal consumption pursuant to paragraphs (B)(4) and (5) of this section;

2. May upon cessation of full service restaurant operations serve a limited menu and continue to serve malt beverages authorized under the microbrewery permit or wines authorized under the winery permit; and

3. Shall not include sales of malt beverages or wines authorized under the malt beverage or winery permit, or sales other than food service and alcoholic beverages, in the annual gross sales report required under W.S. 12-4-408(c).

F. Notwithstanding paragraph (B)(5) of this section and W.S. 12-5-201, any person holding a winery permit as provided by this section, may sell and ship no more than a total of eighteen (18) liters of its manufactured wine directly to any one household in this state in any twelve (12) month period.

G. Notwithstanding paragraph (B)(5) of this section and W.S. 12-5-201, any person holding a winery permit as provided by this section, may sell and ship its manufactured wine which is not listed with the liquor division as part of its inventory and distribution operation to any Wyoming retail establishment which holds a liquor license in this state.

H. Any winery permit holder pursuant to this section shall:

1. Reserved.

2. Reserved.

3. Ship its manufactured wine only to individuals who are at least twenty-one (21) years of age for such individual's personal use and not for resale;

4. Ensure that all shipping containers of manufactured wine shipped pursuant to this section are conspicuously labeled with the words: "CONTAINS ALCOHOLIC BEVERAGES. ADULTS (OVER 21) SIGNATURE REQUIRED FOR DELIVERY";

5. Ensure that all of its shipments within this state are made by a duly licensed carrier and further ensure that such carriers comply with the requirement to obtain an adult signature;

6. Reserved.

7. Maintain records for at least three years that will permit the liquor division to ascertain the truthfulness of the information filed and permit the division to perform an audit of the licensee's records upon reasonable request.

I. In addition to the one additional license or permit authorized under paragraph (B)(3) of this section, the holder of a microbrewery or winery permit under this section may also hold a malt beverage permit under Casper City Code Section 5.08.140(C).

(Ord. No. 9-17, § 1, 6-20-2017; Ord. No. 11-14, § 1, 6-3-2014; Ord. 33-06 § 3, 2006; Ord. 24-96 § 2, 1996; Ord. 22-93 § 3, 1993)

(Ord. No. 2-19, 3-5-2019)

**5.08.105** – Manufacturing and rectifying.

A. A holder of a manufacturer's license who is a federally licensed distiller or rectifier may dispense free of charge at the site identified on the manufacturer's license samples in quantities not to exceed one and one-half ounces of their product manufactured at the site identified on the manufacturer's license and no more than three ounces of samples per consumer per day. The dispensing of samples shall be subject to the schedule of operating hours set pursuant to W.S. 12-5-101 and the licensed building provisions provided in W.S. 12-5-201.

B.

1. The local licensing authority may issue to the holder of a manufacturer's license granted under subsection A of this section who is a federally licensed distiller or rectifier, a satellite manufacturer's permit which allows the permittee to sell product manufactured at the site identified on the manufacturer's license at not more than one satellite location within Wyoming separate from its manufacturing site under the original permit. All products sold at a manufacturer's satellite location shall be obtained through the division. The satellite manufacturer's permit may be issued on application to the appropriate licensing authority. The local licensing authority ~~may require a~~ **shall require a** public hearing and the payment of an additional permit fee ~~of not to exceed~~ one hundred dollars. The satellite manufacturer's permit shall be subject to the terms and conditions of W.S. 12-4-106, the schedule of operating hours ~~set pursuant to W.S. 12-5-101~~

established in this chapter and the licensed building provisions pursuant to W.S. 12-5-201.

4.2. A manufacturer's off-premises permit authorizes the permittee to sell product manufactured at the site identified on the manufacturer's license only for sales at meetings, conventions, private parties, dinners and other similar gatherings to promote their product. No permittee holding a manufacturer's off-premises permit shall sell or permit consumption of any of their manufactured product off the premises described in the permit. An off-premises permit shall be issued for one twenty-four hour period, subject to the schedule of operating hours set in this chapter. No holder of a manufacturer's license shall receive more than twelve off-premises permits in any one calendar year. An off-premises permit may be issued on application to the appropriate licensing authority. The local licensing authority may require payment of an additional permit fee of not less than nor more than [REDACTED] per twenty-four hour period.

C. For purposes of this section:

1. "Distiller" includes any person who:

a. Produces distilled spirits from any source or substance;

b. Brews or makes mash, wort or wash fit for distillation or for the production of distilled spirits, other than the making or using of mash, wort or wash in the authorized production of wine or beer, or the production of vinegar by fermentation;

c. By any process separates alcoholic spirits from any fermented substance; or

d. Making or keeping mash, wort or wash, has a still in operation at the site identified on the manufacturer's license.

2. "In operation" for this section means is currently being operated or has been operated in the preceding twelve (12) months with all necessary permits;

3. "Manufacture" or "manufactured" means distilling or rectifying and bottling or packaging any spirituous fluid, substance or compound intended for beverage purposes which contains at least one-half of one percent (.5%) alcohol by volume;

4. "Rectifier" includes any person who colors, flavors or otherwise processes distilled spirits by distillation, blending, percolating or other processes.

(Ord. No. 2-19, 3-5-2019)

**5.08.130** - Special malt beverage permit.

- A. Public auditoriums, civic centers and events centers meeting the qualifications of subsection B of this section may be licensed by the city council under a special malt beverage permit.
- B. To qualify for a special malt beverage permit an applicant must meet the following requirements:
  - 1. The applicant must be a responsible person or organization;
  - 2. The public auditorium, civic center or events center shall be ~~an enclosed building~~ owned by the city, ~~or the~~ county, the state, or the DDA containing meeting rooms, kitchen facilities and at least one auditorium which has an attendance-seating capacity for no less than ~~five thousand~~ four hundred persons and is used for public gatherings;
  - 3. The person or organization applying for the permit, if not the owner of the public auditorium, civic center, or events center, must hold a written agreement with the owner of the public auditorium, civic center or events center, giving said applicant the right to sell concessions within the building or location for a period of no less than the license year (April 1<sup>st</sup> to March 31<sup>st</sup> for which the application is made.). ~~for the period for which the license will be effective.~~
- C. No person or organization holding a special malt beverage permit shall sell any alcoholic liquor other than malt beverages on the premises or location described on the permit, nor shall any malt beverage be sold for consumption off the premises or outside the location authorized by the permit. It shall be ~~an the duty and~~ obligation and a responsibility of the holder of the permit to see that no sales are made to any person under the age of twenty-one years and there be no violations of this chapter.
- D. The permits authorized by this section shall be issued after a hearing on the application, and the license fee shall be ~~one thousand five hundred dollars,~~ \_\_\_\_\_ payable annually in advance.
- E. The permit shall be subject to such rules and regulations as ~~are~~ may be established by the city council, ~~for the following:~~
  - ~~1. The hours and days of operation of the licensed building.~~

(Ord. No. 9-17, § 4, 6-20-2017; Ord. 8-88 § 3, 1988; Ord. 25-86 (part), 1986: prior code § 3-22)

(Ord. No. 2-19, 3-5-2019)

**5.08.140** - Malt beverage and catering permits for public events.

A.1. A malt beverage permit, authorizing the sale of malt beverages only, may be issued by the city manager or his or her designee to any responsible person or organization for sales at a picnic, bazaar, fair, rodeo, special holiday or similar public gathering. No person or organization holding the special permit shall sell any alcoholic liquor other than malt beverages ~~on~~at the ~~location~~premises described on the permit, nor shall any malt beverage be sold or consumed ~~off~~outside the ~~premises~~location authorized by the permit. Privately owned or leased ~~premises~~locations shall be subject to the restrictions set forth in subsections G and H.

2. Any person selling or dispensing a malt beverage pursuant to this subsection shall have completed successfully an alcohol server training program as approved by W.S. Section 12-2-402.

~~The penalty for a violation of this subsection shall be \$150.00, and shall be paid by the person and the organization which requested and were issued the malt beverage permit.~~permit are jointly and severally liable for any fine imposed by the court for a violation of Chapter 5.08 of the Casper Municipal Code.

B. A catering permit authorizing the sale of alcoholic liquor and malt beverages may be issued by the city manager or his or her designee to any person holding a retail liquor license authorizing the off-premises sale of both alcoholic and malt beverages, for sales at meetings, conventions, private parties and dinners, or at other similar gatherings not ~~capable of being~~ held within the licensee's licensed premises. No licensee holding a catering permit shall sell or permit consumption of any alcoholic liquor or malt beverage ~~off~~outside the ~~premises~~location described in the permit,- except as to a special area or district as authorized by resolution adopted by the City Council pursuant to Casper Code Section 5.08.480 4.

C. The permits authorized by this section shall be issued for one twenty-four-hour period, subject to the schedule of operating hours provided by this chapter. No person or organization shall receive more than a total of twelve malt beverage and thirty-six catering permits for sales at the same ~~premises~~location in any one year.The holder of a Casper microbrewery permit issued under this Chapter may hold a malt beverage permit for the purpose of selling the permittee's own brewed malt beverages. In no event shall more than twenty four malt beverage permits be issued for any given premises in any one year.

D. The malt beverage permit and the catering permit shall be issued on application to the city manager or his or her designee without public notice or hearing. An application for a malt beverage permit or catering permit under this section shall be accompanied by a designation of the event for which the application is sought specifying the type of event and the name of the sponsor. Any applicant applying for a permit authorized by this section and having licensed premises located within a jurisdiction other than that jurisdiction to which application is made shall secure the written approval of the licensing authority of that jurisdiction in which the licensed premises are located prior to filing an application for a permit.

E. The fee for the malt beverage permit and the catering permit shall be fifty dollars per twenty-four-hour period, payable to the city.



- F. Applications shall be submitted on a form approved by the city manager or his or her designee.
- G. Applications for malt beverage permits ~~shall~~ may be denied due to any of the following conditions:
1. Conviction of the following individuals and entities for one or more of the following offenses related to a similar event or location within the preceding five years prior to the date of the application as follows:
    - a. Applicant or applicant's entity principals, employees, agents, or representatives while travelling to or from the event or at the event:
      - i. Driving while under the influence,
      - ii. Public intoxication,
      - iii. Disturbing the peace/noise offense,
      - iv. Serving after hours at location,
      - v. Controlled substances offenses,
      - vi. Serving to a minor,
      - vii. Selling alcohol without a license,
      - viii. Violation of any provision of Chapter 5.08 of the Casper Municipal Code.
  2. Convictions of any patron, guest, attendee, employee, owner, applicant, or principal resulting from four or more of any of the following offenses occurring at, or stemming from, an event location for which a permit is being applied for, within three hundred sixty-five days prior to the date of the application as follows:
    - a. Minor in possession,
    - b. Disturbing the peace/noise offense,
    - c. Selling alcohol without a license,
    - d. Furnishing alcohol to minor,
    - e. Driving while under the influence,
    - f. Controlled substances offense.
  3. Applicant's business entity is not in good standing with the State of Wyoming Secretary of State.
  4. Applicant lack of valid Wyoming sales tax permit.
  5. Applicant nonresident of Wyoming.
  6. Applicant not obtaining other required permits, including, but not limited to, open container, street closure, and food service permits.

Any denial by the city manager or his designee may be appealed to the city council by the applicant filing a written notice of appeal with the city manager within ten days of the denial.

The appeal will be considered within thirty days of the written notice of appeal being filed. Council's decision is final.

Upon denial, or final denial of any malt beverage permit for any of the reasons listed in this section, applicant may apply for future malt beverage permits after the expiration of three hundred sixty-five days from the date of any such denial.

The provisions of this section shall become applicable for any license applied for or any conviction of the listed offenses occurring after the effective date of this ordinance.

H. Any permit issued under this section may be revoked at any time on the discretion of the city manager, or his or her designee, or the chief of police, or his or her designee, if the event poses a risk to public safety or welfare. Upon revocation, all sales and consumption of alcohol shall cease.

(Ord. 11-05 § 1, 2005; Ord. 30-04 §§ 1 (part), 2, 2004; Ord. 33-02 § 1, 2002; Ord. 17-02 § 1, 2002; Ord. 2-91, 1991; Ord. 69-87 § 1, 1987; Ord. 25-86 (part), 1986: prior code § 3-28)

(Ord. No. 33-11, §§ 1—3, 12-20-2011; Ord. No. 2-19, 3-5-2019)

#### **5.08.150 - License holder restrictions.**

A. A license or permit authorized by this chapter shall not be held by, issued or transferred to:

1. Any party who does not own the licensed building or hold a written lease for a period for which the license will be effective, containing an agreement by the lessor that alcoholic liquor or malt beverages may be sold upon the leased premises, except as provided by subdivision 2 of this subsection;
2. Any licensee who fails to demonstrate that his licensed alcoholic or malt beverage enterprise will be operational in a planned but not physically functional building within one year after a license or permit has been issued or transferred, or if holding a license, fails to open his business in a functional building within one year after license issuance or transfer. Upon a showing of good cause by the licensee and for an additional period of not to exceed one year, the local licensing authority may extend the time period in which the business or enterprise of the licensee is required to become operational ~~or~~ open for business pursuant to this subsection. Any license or permit in violation of this subsection shall not be renewed by the city council;
3. Any licensee who does not annually purchase at least two hundred fifty dollars of alcoholic liquors or malt beverages from the commission or any authorized malt beverage wholesaler, except any licensee having a planned building not in existence or operational pursuant to subdivision 2 of this subsection;
4. A manufacturer of alcoholic beverages or wholesaler of malt beverages; provided, however, this prohibition is not intended to prevent the manufacture from the sale of alcoholic beverages manufactured by the Casper licensed manufacturer or the sale of malt beverages under a microbrewery license issued pursuant to this Chapter or an

off- premises permit pursuant to Section 5.08.105 B1 and B2, and except as provided in Section 5.08.100 I.

5. A person under twenty-one years of age;
  6. A college fraternity or organization created by one or more college fraternities;
  7. A chamber of commerce;
  8. A corporation or a limited liability company which has not qualified to do business in Wyoming;
  9. An individual who is not a resident; or
  10. Any partnership or group of two or more persons unless each individual interested, directly or indirectly, is a resident.
  11. Except as provided in subsection 12 of this section, a license or permit authorized by this chapter shall not be renewed if the licensee or permittee did not, during the previous one year term of the license or permit, purchase at least two hundred fifty dollars of alcoholic or malt beverages from the commission or any authorized malt beverage wholesaler. A retail liquor license shall not be renewed if the licensee did not, during the previous one year term of the license, purchase at least two thousand dollars of alcoholic beverages from the commission, excluding malt beverage purchases;
  12. Subsection 11 of this section shall not apply to:
    - a. Any licensee or permittee having a planned but not physically functional building pursuant to subsection 4 of this section;
    - b. Holders of special permits issued under Sections 5.08.130 and 5.08.140 of this code.
- B. No more than one license or permit shall be issued to any one person, except for malt beverage or catering permits, or in conjunction with a microbrewery license as ~~hereinafter~~ provided in this Chapter.

(Ord. No. 9-17, § 5, 6-20-2017; Ord. 24-96 § 7, 1996; Ord. 22-93 § 6, 1993; Ord. 8-88 § 2, 1988; Ord. 25-86 (part), 1986: prior code § 3-12) (Ord. No. 2-19, 3-5-2019)

**5.08.280 - Sales by drugstores. - Repealed**

~~All sales of alcoholic liquor or malt beverages by drugstores holding a retail liquor license under the provisions of this chapter shall be made only in the container received by the druggist in the original package. No such container or original package shall be opened upon the premises where the same is sold, or in any room or building in connection with the drugstore. Any such sale shall be made by a licensed pharmacist or by an adult clerk. The drugstore shall be limited in its sales to the amount provided in this chapter that may be sold by holders of other retail licenses.~~

(Ord. 25-86 (part), 1986: prior code § 3-20) (Ord. No. 2-19, 3-5-2019)

**5.08.340 - Bar and grill liquor license issuance, council authority, criteria and restrictions.**

A. Subject to availability, restaurants, as defined by subsection 19 of Section 5.08.010 of this chapter, may be licensed by the city council under a bar and grill liquor license. In addition to the application requirements required by this chapter, the license applicant shall submit a valid food service permit issued by the state of Wyoming upon application. Criteria that may be considered by the city council in determining to whom any such license may be issued may include, but is not limited to the following:

1. The location of the proposed business is in an area:
  - a. In need of redevelopment;
  - b. Officially designated as an urban renewal area; or
  - c. That has been identified as being under served by food and beverage services.
2. The issuance of the license will contribute to economic development goals or purposes of the city.
3. Whether the applicant will be investing in the construction of a new structure or will otherwise be materially and substantially updating a current building.
4. If the applicant's business is a new business, the number of new jobs reasonably estimated to be created, or if an existing business, the number of new or additional jobs that will reasonably be created by use of the bar and grill liquor license.

B. Bar and grill licenses shall be subject to the provisions of Sections 5.08.310 and 5.08.330 (D) of this chapter to the same extent that those provisions are applicable to restaurant liquor licenses. Bar and grill liquor licensees shall not sell alcoholic or malt beverages for consumption off the premises owned or leased by the licensee except as allowed under Section 5.08.330 (F) of this chapter.

B.C. A “Bar and Grill” licensee must have a physical bar with at least eight (8) adult customer alcohol serving places, as well as a serving station for ordered alcoholic drinks or pick-up alcoholic drinks; the bar must have at least one (1) dedicated service representative (bartender), and a choice of at least six major distilled spirits (e.g. vodka, bourbon, tequila, etc.) available for retail sale.

C.D. Every person holding a bar and grill liquor license authorized by the provisions of this chapter shall pay annually, in advance, a license fee for such license the sum of ten thousand five hundred dollars for the first license year; and, three thousand dollars for each year thereafter that such license is granted, in addition to any other fees due from such

person otherwise holding a microbrewery or winery permit. The license fee shall be paid to the clerk of the city before the license is issued.

~~D.E.~~ Bar and grill liquor licenses shall not be sold, transferred, or assigned by the holder.

#### 5.08.480 - Open container restrictions.

##### A. It is unlawful:

1. For any person to sell or dispense alcoholic liquor or malt beverages in open containers from the licensed facilities used to serve customers for off-premises consumption, commonly referred to as a "drive-up window";
2. To operate a motor vehicle in which alcoholic liquor or malt beverages are present in an open container, unless the opened container is in the trunk, an outside compartment, or an inside compartment of a vehicle without a trunk; provided, the inside compartment is not accessible to the driver or any other person in such vehicle, i.e., the cargo area behind the rear most seat in a passenger van or station wagon when no passenger occupies the rear most seat;
3. To possess or consume alcoholic liquor or malt beverages from an open container in a motor vehicle;
4. To possess or dispense alcoholic liquor or malt beverages in an open container in any open space and certain structures in the city unless a license or permit authorizing same has been issued by the city manager or his or her designee. The City Council too, may by resolution create special areas or districts, in which the possession of open containers is permitted between the Friday preceding Memorial Day and Labor Day of each calendar year; however, the periods of time as well as the boundaries of special areas or districts may be established and/or modified by resolution adopted by the City Council. Additional restrictions on beverage distribution, tracking, and event control may also be established by resolution of the City Council. ~~However, n~~Nothing in this chapter shall be interpreted as authorizing the possession of open containers of alcoholic liquor or malt beverages in or on motor vehicles;
5. For any person or lessee of an unlicensed restaurant to permit any person to possess or consume alcoholic liquor or malt beverages from an open container within the restaurant.
6. Notwithstanding this section, a resealed bottle of wine may be transported as provided in the Restaurant License section.

##### B. Definitions.

1. "Certain structures" means any ~~city owned, operated or leased~~ offices, ~~public safety or maintenance facility and any building~~ or structure ~~used primarily for public entertainment, i.e., theaters, amusement centers, restaurants and the like,~~ excluding, ~~those however, structures~~ duly licensed to sell or dispense alcoholic liquor or malt beverages.

2. "Open container" means any glass, cup, bottle, can or other receptacle or vessel used for drinking, other than the beverage's original unopened package or container, the seal of which has not been broken and from which the original cap, cork or other means of closure has not been removed.
3. "Open space" means any street, alley, public way, sidewalk, public or private parking lot set aside for business use, and any other unenclosed public property. However, any golf course within the city limits shall not be considered open space.

(Ord. 11-05 § 4, 2005; Ord. 30-04 § 1 (part), 2004; Ord. 25-99 § 1, 1999; Ord. 25-86 (part), 1986; prior code § 3-8)

(Ord. 25-86 (part), 1986; prior code § 3-5) (Ord. No. 2-19, 3-5-2019)

#### **5.08.530 – Violation/Enforcement.**

Violations of this chapter may be enforced in the Municipal Court of the City of Casper as misdemeanor offenses punishable by up to a Seven Hundred Fifty Dollar fine for each offense **unless otherwise specified in the section from which a violation is alleged and,** in the manner authorized and described in Wyoming State Statutes 12-1-101 et. seq. as they may be amended from time to time. Appeals of any of these actions may be taken as allowed and in the manner specified by applicable state statutes. Any law enforcement agency issuing a citation or other charging document for a violation of this chapter shall notify the City Clerk of said charge within five business days of its issuance.

(Ord. No. 2-19, 3-5-2019)

#### **5.08.535 - Licensure Considerations and Administrative Fees**

Violations of the Casper Municipal Code and/or Wyoming State Statutes may also be factors in the consideration of suspensions, revocations, nonrenewals or conditional renewals of licenses and permits.

In recognition of the fact that license holders who repeatedly violate the provisions of this Code create an undue burden of the City in administering liquor licenses, in addition to any other penalties or remedies, licensees shall be subject to administrative fees of One Thousand Dollars (\$1000.00) for the third violation of this Chapter within any consecutive twenty-four month period, and Five Thousand Dollars (\$5000.00) for a  ~~fifth~~ **fourth** or subsequent violation within a consecutive twenty-four month period. Any violation relating to the license holder or licensed premises shall apply to this subsection, regardless of whether separate individual employees or agents of the licensee committed the individual violations. The violations need not be of the same section or subsection of this chapter to be counted in this total.

A notice to pay said fee shall be issued by the City Clerk to the licensee upon notification by the court of licensee's convictions for the relevant offenses. The time frame for accumulation of the violations shall be the date of violations, not the dates of conviction. If such fee is not paid, or an appeal hearing before Council requested in writing to the City Clerk and accompanied by a bond in the amount of the fee at issue within ten (10) days of the notice being given by the Clerk, the license shall be suspended until such time as the fee is paid to the City

Clerk. If an appeal hearing is requested, it shall be in Council's sole discretion, after hearing all the relevant facts in the matter, whether to suspend part or all of the fee. The hearing shall not be a contested case hearing, and the Wyoming Administrative Procedure Act shall not apply to such hearing. (Ord. No. 2-19, 3-5-2019)

PASSED on 1<sup>st</sup> reading the \_\_\_\_ day of \_\_\_\_\_, 2020

PASSED on 2<sup>nd</sup> reading the \_\_\_\_ day of \_\_\_\_\_, 2020

PASSED, APPROVED, AND ADOPTED on third and final reading the \_\_\_\_ day of \_\_\_\_\_, 2020.

APPROVED AS TO FORM:

\_\_\_\_\_  
ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Fleur Tremel  
City Clerk

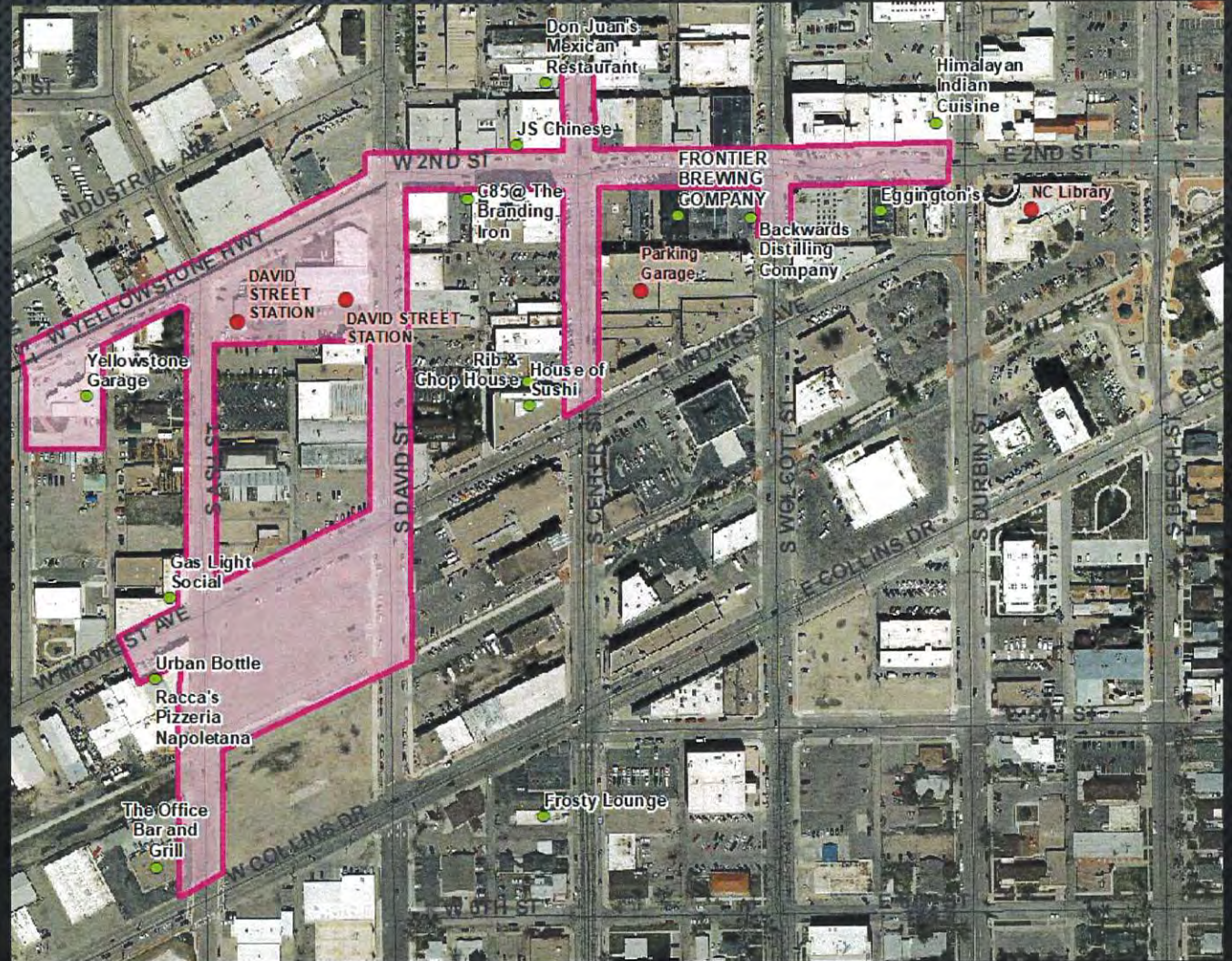
\_\_\_\_\_  
Steven K. Freel  
Mayor

- OPTION 3

INCLUDES MOST RESTAURANTS AND RETAILERS.

INCLUDES PARKING AREA FOR POTENTIAL FOOD TRUCK PARTICIPATION

AVOIDS PROBLEM AREAS SUCH AS ALLEYS AND PARKING STRUCTURES





Proposed Amendment(s) (work session amendment(s)) to “open container.”

**I move to amend 5.08.480:**

**Current sub-paragraph A. 4. shall be amended as follows:**

4. a. To possess or dispense alcoholic liquor or malt beverages in an open container in any open space and certain structures in the City unless a license or permit authorizing the same has been issued by the City Manager or his or her designee or pursuant to a City Council designated exception to the open container prohibitions as referenced in paragraph B. of this section. Nothing in this Chapter shall be interpreted as authorizing the possession of open containers of alcoholic liquor or malt beverages in or on motor vehicles;
- b. The phrase "certain structures," in this section means any office, or structure excluding those duly licensed to sell or dispense alcoholic liquor or malt beverages.
- c. The phrase "open container" in this Chapter means any glass, cup, bottle, can or other receptacle or vessel used for drinking, other than the beverage's original unopened package or container, the seal of which has not been broken and from which the original cap, cork or other means of closure has not been removed.
- d. The phrase "open space" in this section means any street, alley, public way, sidewalk, public or private parking lot set aside for business use, and any other unenclosed public property. However, any golf course within the City limits shall not be considered open space.

**Current paragraph “B. Definitions”, shall be deleted.**

**A new paragraph B. shall be created:**

- B. City Council designated exceptions to the open container prohibition.
  1. The City Council has designated the following exceptions to the open container prohibition in this section and mandated certain operational requirements:
    - a. A special downtown area is designated (see subparagraph b.), in which the possession of open containers may be permitted between the Friday preceding Memorial Day and Labor Day of each calendar year; the days specified for this exception are:
      - i. Each Friday and Saturday between the hours of 6:00 p.m. and midnight;

- ii. Each Friday, Saturday, Sunday and Monday, between the hours of 6:00 p.m. and midnight, on those weekends and Sundays prior to Memorial Day, Labor Day and when the 4<sup>th</sup> of July falls on a Monday/or the 4<sup>th</sup> of July falls on a Saturday or Sunday, but the following Monday is a legal holiday pursuant to Wyoming Statute.
  - iii. Designated recurring special event days, Rock the Block and Art Walk, and “Parade Day,” the City Manager or his or her designee shall set the hours for these events. City Council may by resolution create one other recurring special event day per week, hours 6:00 p.m. to midnight, and create singular special event days the terms of which shall be specified within the resolution.
- b. The special downtown area designated for City Council designated exceptions to the open container prohibition is shown in the “Appendix to Chapter 5.08” of the Casper Municipal Code, however the boundaries of special area may be modified by resolution adopted by the City Council.
- c. Retail liquor licensees, microbrewery licensees (for purposes of distributing its own malt beverages), winery licensees, satellite tasting rooms (for the purpose of distributing its own product) and manufacturers/distillers of alcoholic beverages (for the purpose of distributing its own product) and which licenses are located in the special designated downtown area, are exempt from the purchase of an additional permit or license in order to participate in the open container events stated herein. Restaurant and Bar and Grill liquor licensees, may participate in the open container exception events, designated in this section, but must obtain a malt beverage permit or a catering permit and be in compliance with those permits’ requirements and limitations.
- d. Operational Requirements for Open Container Events

Adherence to the following requirements are required for participation by alcohol vendors and consumers when open containers are permitted as designated in this section:

- i. Wristband (non-transferable) and/or handstamps as may be determined by the City Manager or his/her designee; wristbands shall be awarded only to a person 21 years of age or more and must be worn and visible to purchase liquor. It is anticipated that there will be distinctions between wristbands and/or handstamps according to the day of the week. The licensee must purchase the wristbands or handstamps as may be required for the days of the week that the licensee wishes to participate.
  - ii. Containers:

- (a) The only containers for alcoholic beverages in the special downtown area public spaces, for those days specified in this section are clear plastic cups.
- (b) The cups shall have an identifying mark, name or logo, as required by the City Manager or his/her designee.
- (c) Beer and malt beverages (malternatives) shall be served in 12 oz. cups; wine, no more than a 5 oz. serving, and mixed drinks, no more than 1.5 oz. distilled spirit, shall be served in an 8 oz. cup.
- (d) No outside alcoholic beverage, wine or malt liquor may be brought or consumed in the open container area; a violation of this provision is a violation of the City of Casper Open Container Prohibition and potentially other state or local statutes or codes.
- (e) Nothing in this section shall be interpreted as authorizing the possession of open containers of alcoholic liquor or malt beverages in or on motor vehicles.
- (f) Additional requirements and restrictions on beverage distribution, tracking, and event control may also be established by resolution of the City Council.

Option for Amendment

5.08.130 Special Malt Beverage Permit.

B.

2. The public auditorium, civic center or events center shall be owned by the city, county, state or the DDA or by a 501(C)(3) non-profit organization domiciled in the City of Casper and shall have an attendance capacity of no less than four hundred persons and is used for public gatherings.

Fee Schedule	Cheyenne	Teton County	Laramie	Casper
Bar and Grill License Initial	\$10,500	\$3,000	\$5,000	\$10,500
Bar and Grill Liquor License	\$1,500	\$3,000	\$3,000	\$3,000
transfer fee		\$100	\$100	\$100
Catering permit - per day	\$50	\$100		\$50
Limited liquor License (club)	\$625	\$1,500	\$500	\$100
Malt Beverage Permit per day	\$50	\$100	\$50	\$50
Microbrewery Permit annual	\$500	\$500	\$500	\$500
Resort Liquor License Annual	\$1,500	\$3,000	\$3,000	\$1,500
Restaurant liquor License annual	\$1,050	\$3,000	\$1,750	\$1,500
Winery permit - annual	\$500	\$500	\$500	\$500
Satellite Winery permit - annual	\$100	\$100	\$100	\$100
open container permit			\$50	no charge
retail license	\$1,500	\$1,500	\$1,500	\$1,500
Late fee for alc. Catering and malt bev permits			\$50	
Application fee			\$50	\$15-\$30 proposed

Proposed Amendment No. 1 to “Operational.” (current code language)

I move to modify paragraph 17. “Operational” under 5.08.010 – Definitions in the proposed Ordinance.

- 17. “Operational”, means offering for sale to the general public alcoholic liquor and malt beverages as authorized under a license or permit issued under this title for not less than three consecutive months during any calendar year.**

I move to delete paragraph 27. “Weekly basis” under 5.08.010 – Definitions in the proposed Ordinance.

- ~~**27. Weekly basis” means at least eight hours per day five days per week for forty-six weeks for retail, and bar and grill licenses at a location not owned by the State of Wyoming, Natrona County or the City of Casper, and at least five hours per day five days per week for fifty weeks per year for a restaurant license, unless the license was issued as a seasonal license and excluding periods of time where government issued community public health orders restrict community wide business operations.**~~

Proposed Amendment **No. 2** “Operational.” – Broad language “Sale over the course of the license term”

I move to modify paragraph 17. “Operational” under 5.08.010 – Definitions in the proposed Ordinance.

- 17. “Operational”, for nongovernmental owned properties, means offering for sale over the course of the license term year to the general public, alcohol and malt beverages as authorized, and as stated herein excluding periods of time where government issued community public health orders restrict the licensee’s business operations.**

I move to delete paragraph 27. “Weekly basis” under 5.08.010 – Definitions in the proposed Ordinance.

- ~~**27. “Weekly basis” means at least eight hours per day five days per week for forty-six weeks for retail, and bar and grill licenses at a location not owned by the State of Wyoming, Natrona County or the City of Casper, and at least five hours per day five days per week for fifty weeks per year for a restaurant license, unless the license was issued as a seasonal license and excluding periods of time where government issued community public health orders restrict community wide business operations.**~~


Proposed Amendment **No. 3** to “Operational.” (The current proposed language but with the addition of a permitted exemption issued by council resolution, after a possible hearing.)


I move to modify paragraph 17. “Operational” under 5.08.010 – Definitions in the proposed Ordinance.

- 17. “Operational”, for nongovernmental owned properties, means offering for sale on an ongoing weekly basis for twelve (12) months per year during the license term year to the general public, alcohol and malt beverages as authorized, and as stated herein excluding periods of time where government issued community public health orders restrict the licensee’s business operations. An exception to the “Operational” and/or “weekly basis” requirements herein may be granted by the governing body. The application for an exception shall be submitted to the City Clerk along with a fee of eighty-five dollars; the request for certain exceptions shall be heard at the earliest convenience of council giving the clerk time to arrange for publishing of the request, which shall be conducted as a public hearing, but decision and approval and disapproval shall be by resolution of the governing body.**



May 6, 2020

MEMO TO: J. Carter Napier, City Manager 

FROM: Liz Becher, Community Development Director   
M. Jeremy Yates, MPO Supervisor

SUBJECT: Request to apply for Coronavirus Aid, Relief, and Economic Security (CARES) Act Transit Grant Funds through Metropolitan Planning Organization (MPO)

Meeting Type & Date:  
Regular Council Meeting  
May 19, 2020

Action type:  
Resolution

Recommendation:  
That Council, by resolution, authorizes City staff to apply for CARES Act FTA grant funds to operate the City's transit system.

Summary:  
The City of Casper is the designated recipient for CARES Act federal transit dollars. The CARES Act provides federal financial assistance to support capital, operating, and other expenses generally eligible under the Federal Transit Administration.

Financial Considerations:  
The City is eligible for \$2,965,326 in CARES Act federal funds. MPO staff has written a grant requesting \$2,965,326 in operating and capital assistance at this time. The CARES Act provides funding at 100 percent federal share, with no local match required.

Oversight/Project Responsibility:  
M. Jeremy Yates, MPO Supervisor

Attachments:  
Resolution

RESOLUTION NO. 20-98

A RESOLUTION AUTHORIZING THE FILING OF APPLICATIONS WITH THE FEDERAL TRANSIT ADMINISTRATION FOR THE CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY (CARES) ACT TO PROVIDE FEDERAL TRANSPORTATION ASSISTANCE.

WHEREAS, the Federal Transit Administration has been delegated the authority to award CARES Act federal financial assistance for transit projects; and

WHEREAS, the award or cooperative agreement for the CARES Act provides federal financial assistance to support capital, operating, and other expenses generally eligible under the Federal Transit Administration; and

WHEREAS, the City has or will provide all annual certifications and assurances to the Federal Transit Administration required for the project; and

WHEREAS, the City of Casper desires to apply for these funds.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING:

1. That the City Manager is authorized to execute and file an application for the CARES Act federal assistance on behalf of the City of Casper with the Federal Transit Administration for federal assistance authorized by 49 U.S.C. § 5307, or other federal statutes authorizing a project administered by the Federal Transit Administration. The City of Casper is the Designated Recipient as defined by 49 U.S.C. § 5307(a)(2).
2. That the City Manager or his designee is authorized to execute and file with its applications the annual certifications and assurances and other documents the Federal Transit Administration requires before awarding a federal assistance award or cooperative agreement.
3. That the City Manager or his designee is authorized to execute award and cooperative agreements with the Federal Transit Administration on behalf of the City of Casper.

PASSED, APPROVED, AND ADOPTED this 19<sup>th</sup> day of May, 2020.

APPROVED AS TO FORM:

*Walter Trombetta*

---

ATTEST:

---

Fleur D. Tremel  
City Clerk

CITY OF CASPER, WYOMING  
A Municipal Corporation

---

Steven K. Freel  
Mayor

May 6, 2020

**MEMO TO:** J. Carter Napier, City Manager *JCN*

**FROM:** Liz Becher, Community Development Director *eb*  
M. Jeremy Yates, MPO Supervisor

**SUBJECT:** Request to apply for Transit Grant Funds through Metropolitan Planning Organization (MPO)

Meeting Type & Date:  
Regular Council Meeting  
May 19, 2020

Action type:  
Resolution

Recommendation:  
That Council, by resolution, authorizes City staff to apply for FTA Section 5307 grant funds to operate the City's transit system.

Summary:  
The City of Casper is the designated recipient for federal transit dollars. Each year, the City is eligible for FTA Section 5307 funds to use for operations and capital expenditures related to funding the transit program.

Financial Considerations:  
This year, the City is eligible for \$1,046,449 in federal funds. MPO staff has written a grant requesting \$1,046,449 in operating and capital assistance at this time. A portion of these funds are COVID 19 Emergency Relief Funds which are reimbursable at 100% federal funding and these funds will be used in the FY21 transit budget.

Oversight/Project Responsibility:  
M. Jeremy Yates, MPO Supervisor

Attachments:  
Resolution

RESOLUTION NO. 20-99

A RESOLUTION AUTHORIZING THE FILING OF APPLICATIONS WITH THE FEDERAL TRANSIT ADMINISTRATION FOR FEDERAL TRANSPORTATION ASSISTANCE.

WHEREAS, the Federal Transit Administration has been delegated the authority to award federal financial assistance for a transit project; and

WHEREAS, the award or cooperative agreement for federal financial assistance will impose certain obligations upon the Applicant, and may require the Applicant to provide the local share of the project cost; and

WHEREAS, the Applicant has or will provide all annual certifications and assurances to the Federal Transit Administration required for the project; and

WHEREAS, the City of Casper desires to apply for these funds.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING:

1. That the City Manager is authorized to execute and file an application for federal assistance on behalf of the City of Casper with the Federal Transit Administration for federal assistance authorized by 49 U.S.C. § 5307, or other federal statutes authorizing a project administered by the Federal Transit Administration. The City of Casper is the Designated Recipient as defined by 49 U.S.C. § 5307(a)(2).
2. That the City Manager or his designee is authorized to execute and file with its applications the annual certifications and assurances and other documents the Federal Transit Administration requires before awarding a federal assistance award or cooperative agreement.
3. That the City Manager or his designee is authorized to execute award and cooperative agreements with the Federal Transit Administration on behalf of the City of Casper.

PASSED, APPROVED, AND ADOPTED this 19<sup>th</sup> day of May, 2020.

APPROVED AS TO FORM:

*Walke Tremel*

---

ATTEST:

---

Fleur D. Tremel  
City Clerk

CITY OF CASPER, WYOMING  
A Municipal Corporation

---

Steven K. Freel  
Mayor

May 5, 2020

MEMO TO: J. Carter Napier, City Manager *JCN*  
FROM: Liz Becher, Community Development Director *LB*  
M. Jeremy Yates, MPO Supervisor *MJY*  
SUBJECT: Mills Main Street Corridor Plan and Study Contract Extension

Meeting Type & Date:

Regular Council Meeting, May 19, 2020.

Action Type:

Resolution

Recommendation:

That Council, by resolution, approve Amendment No. 1 to the City of Casper's Contract for Professional Services with Nelson/Nygaard Consulting Associates, Inc., a firm based in Los Angeles, California, for the Mills Main Street Corridor Plan and Study.

Summary:

On October 1, 2019, the City of Casper and Nelson/Nygaard entered into a Contract for Professional Services for the Mills Main Street Corridor Plan and Study with a completion deadline of June 30, 2020. Currently, Nelson/Nygaard is unable, due to COVID-19 related restriction on public gatherings and travel, to complete the public participation portion of their professional services contract. The contract extension would allow time, later in the summer, to host the public participation portion of their contract, tentatively scheduled for the weekend of Saturday, July 25, 2020. Casper Area Metropolitan Planning Organization (MPO) staff has discussed the proposed amendment with the Town of Mills who fully support the amendment.

Financial Considerations:

Funding for this project comes from the Casper Area MPO, including federal monies and contributions from member agencies. The City of Casper is the fiscal agent for the federal funds of the MPO as such the Casper City council must approve all contracts and amendments, regardless of which municipality requested the study.

Oversight/Project Responsibility:

M. Jeremy Yates, MPO Supervisor has been tasked with overseeing this project.

Attachments:

Resolution, Amendment No. 1 to Contract for Professional Services

**AMENDMENT TO THE CONTRACT  
FOR PROFESSIONAL SERVICES (“AMENDMENT”)**

This Amendment to the Contract for Professional Services (“Amendment”) is entered into on this \_\_\_\_ day of May, 2020, by and between the following parties:

1. The City of Casper, Wyoming (“City”), a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601.

2. Nelson/Nygaard Consulting Associates, Inc., (“Consultant”), 706 South Hill Street, Suite 1200, Los Angeles, California 90014.

Throughout this document, the City and the Consultant may be collectively referred to as the “parties.”

**RECITALS**

A. On October 1, 2019, the City and Consultant entered into a *Contract for Professional Services* (“Contract”) for the Mills Main Street Corridor Plan and Study.

C. The completion deadline should be extended to December 31, 2020, due to COVID-10 restrictions on public gatherings delaying the public participation events, which are contractually required and pertinent to the project.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, the parties hereto agree by and between them to amend the Contract as follows:

**1. INCORPORATION OF RECITALS**

The recitals set forth above are hereby incorporated herein at this point as if fully set forth as part of this Amendment.

**2. AMENDMENT TO PART I, SECTION II, (TIME OF PERFORMANCE), PARAGRAPH B.**

B. “The Project shall be completed on or before June 30, 2020.” is replaced with the following:

“The Project shall be completed on or before December 31, 2020.”

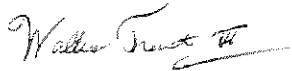
**3. RATIFICATION**

The terms and conditions of the Contract, as modified herein, are hereby ratified by the parties and shall remain in full force and effect.



IN WITNESS WHEREOF, the undersigned duly authorized representatives of the Parties have executed this Amendment as of the day and year above.

APPROVED AS TO FORM



ATTEST


CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Fleur D. Tremel  
City Clerk

\_\_\_\_\_  
Steven K. Freel  
Mayor

WITNESS

CONSULTANT  
Nelson/Nygaard

By:  \_\_\_\_\_

Printed Name: Leah Riley \_\_\_\_\_

Title: Managing Director \_\_\_\_\_

By:  \_\_\_\_\_

Printed Name: Tom Bacus \_\_\_\_\_

Title: Director of Operations \_\_\_\_\_

RESOLUTION NO. 20-100

A RESOLUTION AUTHORIZING AN AMENDMENT TO THE CONTRACT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF CASPER AND NELSON/NYGAARD CONSULTING ASSOCIATES, INC.

WHEREAS, on October 1, 2019, the City of Casper and Nelson/Nygaard Consulting Associates, Inc., entered into a Contract For Professional Services ("Contract") in the amount of Seventy-Four Thousand Eight Hundred Ninety-Two Dollars (\$74,892) for a Mills Main Street Corridor Plan and Study; and,

WHEREAS, the Contract was approved on October 1, 2019, with a completion deadline of June 30, 2020; and,

WHEREAS the deadline should be extended from June 30, 2020, to December 31, 2020, due to COVID-10 restrictions on public gatherings delaying the public participation events, which are contractually required and pertinent to the project.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, Amendment No. 1 to the above referenced Contract.

PASSED, APPROVED, AND ADOPTED on this 19<sup>th</sup> day of May, 2020.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Fleur D. Tremel  
City Clerk

\_\_\_\_\_  
Steven K. Freel  
Mayor

April 23, 2020

MEMO TO: J. Carter Napier, City Manager



FROM: Andrew Beamer, P.E., Public Services Director  
Ethan Yonker, P.E., Associate Engineer



SUBJECT: Authorizing a Contract for Professional Services with WWC Engineering in the amount of \$188,932.00, for the Midwest Avenue Reconstruction Project – Elm Street to Walnut Street, Project No. 18-066

Meeting Type & Date:

Regular Council Meeting

May 19, 2020

Action Type:

Resolution

Recommendation:

That Council, by resolution, authorize a contract for professional services with WWC Engineering (WWC) in the amount of \$188,932.00, for the Midwest Avenue Reconstruction Project – Elm Street to Walnut Street, Project No. 18-066.

Summary:

WWC is currently under contract for design services for the Midwest Avenue Reconstruction Project - Elm Street to Walnut Street. WWC has completed the design services, and successfully negotiated the necessary easements to reconstruct Midwest Avenue between Elm Street and Walnut Street.

This contract will provide construction administration services for this phase of the project. Construction administration services include construction observation and inspection by a resident engineer and a technician. These duties include material testing, field surveying, reviewing and preparing construction pay estimates, preparing record drawings showing actual as-constructed conditions of the project, meetings with the Owner and contractor, and review and approval of shop and material product data.

Financial Considerations

Funding for the project will be from WBC Council Grant funds, County Wide Consensus funds, Tap Grant funds, Capital Fund Reserves, and Optional One Cent #14 and #15 funds allocated to the project.

Oversight/Project Responsibility

Ethan Yonker, P.E., Associate Engineer

Attachments

Resolution

Agreement

## CONTRACT FOR PROFESSIONAL SERVICES

### PART I - AGREEMENT

This Contract for Professional Services ("Contract") is entered into on this 19<sup>th</sup> day of May, 2020, by and between the following parties:

1. The City of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601 ("City").
2. WWC Engineering, 5810 East 2<sup>nd</sup> Street, Suite 200, Casper, Wyoming 82609 ("Consultant").

Throughout this document, the City and the Consultant may be collectively referred to as the "parties."

### RECITALS

- A. The City is undertaking a project to reconstruct Midwest Avenue between Elm Street and Walnut Street.
- B. The project requires professional services for Construction Administration Services.
- C. The Consultant represents that it is ready, willing, and able to provide the professional services to City as required by this Contract.
- D. The City desires to retain the Consultant for such services.

**NOW, THEREFORE**, in consideration of the covenants and conditions set forth herein to be performed, the parties agree as follows:

1. SCOPE OF SERVICES:

The Consultant shall perform the following services in connection with and respecting the project:

The construction administration portion of the scope of work described in a Proposal from the Consultant dated December 4, 2018, attached as Exhibit "A," and hereby made a part of this Contract.

2. TIME OF PERFORMANCE:

The bidding services of the Consultant shall be undertaken and completed on or before the 1<sup>st</sup> day of June 2020.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract and the fees identified in Exhibit "A", the Consultant shall be compensated a not to exceed ceiling amount sum fee of One Hundred Eighty-Eight Thousand Nine Hundred Thirty-Two Dollars (\$188,932.00). Consultant's hourly rates used as a basis for payment mean salaries and wages (basic and incentive) paid to all Consultant's personnel engaged directly on the Project, including, but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical and business personnel; plus the cost of customary and statutory benefits including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay, and other group benefits, whenever applicable.

4. METHOD OF PAYMENT:

Payment will be made following completion of the terms set forth herein and receipt of an itemized invoice, certified under penalty of perjury, from the Consultant for services rendered in conformance with the Contract, and following approval by the Casper City Council. The invoice for payment must specify the correct amount due; that the Consultant has performed the services rendered under this Contract, in conformance with the Contract, and that it is entitled to receive the amount requested under the terms of the Contract.

If amounts owed by the Consultant to the City for any goods, services, licenses, permits or any other items or purpose remain unpaid beyond the City's general credit policy, those amounts may be deducted from the payment being made by the City to the Consultant pursuant to this Contract.

5. TERMS AND CONDITIONS:

This Contract is subject to and incorporates the provisions attached hereto as PART II -- GENERAL TERMS AND CONDITIONS.

6. EXTENT OF CONTRACT:

This Contract represents the entire and integrated Agreement between the City and the Consultant, and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended only by written instrument signed by both the City's and the Consultant's authorized representatives.

The City and the Consultant each individually represent that they have the requisite authority to execute this Contract and perform the services described in this Contract.

**IN WITNESS WHEREOF**, the undersigned duly authorized representatives of the parties have executed this Contract as of the day and year above.

APPROVED AS TO FORM

*Walker Tremel*

ATTEST

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Fleur Tremel  
City Clerk

\_\_\_\_\_  
Steven K. Freel  
Mayor

WITNESS

CONSULTANT  
WWC Engineering

By: \_\_\_\_\_

By: *[Signature]* \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: *GARRETT ZIMMER*

Title: \_\_\_\_\_

Title: *ENGINEER*

## **CONTRACT FOR PROFESSIONAL SERVICES**

### **PART II - GENERAL TERMS AND CONDITIONS**

1. TERMINATION OF CONTRACT:

1.1 The City may terminate this Contract anytime by providing thirty (30) days written notice to Consultant of intent to terminate said Contract. In such event, all finished or unfinished documents, data, studies and reports prepared by the Consultant under this Contract shall, at the option of the City, become its property, and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

1.2 Notwithstanding the above, the Consultant shall not be relieved of liability to the City for damages sustained by the City, by virtue of termination of the Contract by Consultant, or any breach of the Contract by the Consultant, and the City may withhold any payments to the Consultant for the purpose of setoff until such time as the exact amount of damages due the City from the Consultant are determined.

2. CHANGES:

The City may, from time to time, request changes in the scope of the services of the Contract. Such changes, including any increase or decrease in the amount of the Consultant's compensation, which are mutually agreed upon between the City and the Consultant, shall be incorporated in written amendments to this Contract. There shall be no increase in the amount of Consultant's compensation unless approved by Resolution adopted by City.

3. ASSIGNABILITY:

The Consultant shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the City: provided, however, that claims for money due or to become due the Consultant from the City under this Contract may be assigned to a bank, trust company, or other financial institution, or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer shall be furnished to the City within five (5) business days of any assignment or transfer.

4. AUDIT:

The City or any of its duly authorized representatives shall have access to any books, documents, papers, and records of the Consultant which are directly pertinent to the Contract for the purpose of making audit, examination, excerpts, and transactions.

5. EQUAL EMPLOYMENT OPPORTUNITY:

In carrying out the program, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. The Consultant shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, or disability. Such action shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant shall post in conspicuous places, available to employees and applicants for employment, notices required by the government setting forth the provisions of this nondiscrimination clause. The Consultant shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or disability.

6. OWNER OF PROJECT MATERIALS:

All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, and reports prepared by the Consultant under this Contract shall be considered the property of the City, and upon completion of the services to be performed, they will be turned over to the City provided that, in any case, the Consultant may, at no additional expense to the City, make and retain such additional copies thereof as Consultant desires for its own use; and provided further, that in no event may any of the documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, or other reports retained by the Consultant be released to any person, agency, corporation, or organization without the written consent of the City.

7. FINDINGS CONFIDENTIAL:

All reports, information, data, etc., given to or prepared, or assembled by the Consultant under this Contract are confidential and shall not be made available to any individual or organization by the Consultant without the prior written consent of the City.

8. GOVERNING LAW:

This Contract shall be governed by the laws of the State of Wyoming. The Consultant shall also comply with all applicable laws, ordinances, and codes of the local, state, or federal governments and shall not trespass on any public or private property in performing any of the work embraced by this Contract.



9. PERSONNEL:

The Consultant represents that it has, or will secure, all personnel required in performing the services under this Contract. Such personnel shall not be employees of the City. All of the services required shall be performed by the Consultant, or under its supervision, and all personnel engaged in the work shall be fully qualified. All personnel employed by Consultant shall be employed in conformity with applicable local, state or federal laws.

10. SUBCONSULTANT:

The Consultant shall not employ any subconsultant to perform any services in the scope of this project, unless the subconsultant is approved in writing by the City. Any approved subconsultant shall be paid by the Consultant.

11. INSURANCE AND INDEMNIFICATION:

A. **Prior to the commencement of work**, Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its subconsultants, agents, representatives, or employees.

B. *Minimum Scope and limit of Insurance.*

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than the sum of Two Hundred Fifty Thousand Dollars (\$250,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Five Hundred Thousand Dollars (\$500,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location. The CGL policy shall be endorsed to contain Employers Liability/Stop Gap Coverage
2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than Five Hundred Thousand (\$500,000) per accident for bodily injury and property damage.
3. Workers' Compensation: as required by the State of Wyoming with Statutory Limits.
4. Professional Liability (Errors and Omissions) Insurance appropriate to the Consultant's profession, with limit no less than the sum of Two Hundred Fifty Thousand Dollars (\$250,000) to any claimant for any number of claims arising out

of a single transaction or occurrence; or the sum of Five Hundred Thousand Dollars (\$500,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location.

C. *Higher Limits.* If the Consultant maintains higher limits than required under this Agreement, then the City shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

D. *Other Insurance Provisions*

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. *Additional Insured Status*

The City, its officers, elected and appointed officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

2. *Primary Coverage*

For any claims related to this contract, the Consultant's insurance coverage shall be primary and non-contributory insurance as respects the City, its officers, elected and appointed officials, employees, agents and volunteers.

3. *Notice of Cancellation*

Each insurance policy required above shall state that coverage shall not be canceled, materially changed, or reduced, except with notice to the City. Such notice to the City shall be provided in a commercially reasonable time.

4. *Waiver of Subrogation*

Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

5. *Deductibles and Self-Insured Retentions*

Consultant has two options regarding deductibles and self-insured retentions:

- a. Option 1: Any deductibles or self-insured retentions must be declared to and approved by the City. Unless otherwise approved by the City in writing, any deductible may not exceed Ten Thousand Dollars (\$10,000). Unless otherwise approved in writing by the City, self-insured retentions may not exceed Ten Thousand Dollars (\$10,000), and the City may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
- b. Option 2: Consultant shall carry insurance with terms that require its insurance company to pay the full value of a covered claim from the first dollar of coverage, even if the Consultant is unable to pay any deductible or self-insured retention amount(s) required by the insurance policy. Consultant shall provide a written endorsement from its insurance carrier that such insurance coverage is in place, and shall keep such coverage in place during the term of this Contract and any subsequent time period required for claims made policies.

6. *Acceptability of Insurers*

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise agreed to in writing by the City.

7. *Claims Made Policies*

If any of the required policies provide coverage on a claims-made basis:

- a. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
- b. Insurance must be maintained and evidence of insurance must be provided *for at least three (3) years after completion of the contract of work*. However, Consultant's liabilities under this Contract shall not be deemed limited in any way by the insurance coverage required.
- c. If coverage is canceled or non-renewed, and not *replaced with another claims-made policy form with a Retroactive Date* prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of *three (3) years* after completion of contract work and at all times thereafter until the applicable statute of limitations runs.

8. *Verification of Coverage*

Consultant shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete,

certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

9. *Subconsultants*

Consultant shall require and verify that all subconsultants maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that the City is an additional insured on insurance required from subconsultants.

10. *Special Risks or Circumstances*

City reserves the right to reasonably modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

E. Consultant agrees to indemnify the City, the City's employees, elected officials, appointed officials, agents, and volunteers, and all additional insured and hold them harmless from all liability for damages to property or injury to or death to persons, including all reasonable costs, expenses, and attorney's fees incurred related thereto, to the extent arising from negligence, fault or willful and wanton conduct of the Consultant and any subconsultant thereof.

12. INTENT:

Consultant represents that it has read and agrees to the terms of this Contract and further agrees that it is the intent of the parties that Consultant shall perform all of the services for the compensation set forth in this Contract. Consultant also agrees that it is the specific intent of the parties, and a material condition of this Contract, that it shall not be entitled to compensation for other services rendered unless specifically authorized by the City by Resolution of its governing body. Consultant agrees that it has carefully examined the Scope of Services, and that the compensation is adequate for performance of this Contract.

13. WYOMING GOVERNMENTAL CLAIMS ACT:

The City does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 *et seq.*, and the City specifically reserves the right to assert any and all rights, immunities, and defenses it may have pursuant to the Wyoming Governmental Claims Act.

14. NO THIRD PARTY BENEFICIARY RIGHTS:

The parties to this Contract do not intend to create in any other individual or entity the status of third-party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties and obligations contained in this Contract shall operate only between the parties to this Contract, and shall inure solely to the benefit of the parties to this Contract. The parties to this Contract intend and expressly agree that only parties signatory to this Contract shall have any legal or equitable right to seek to enforce this

Contract, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Contract, or to bring an action for the breach of this Contract.

May 6, 2020

Andrew Beamer, P.E.  
Public Works Director  
200 North David  
Casper, Wyoming 82601

**RE: Midwest Avenue Elm-Walnut**

Dear Andrew:

WWC Engineering, BHA Design, West Plains Engineering, and the rest of our team are pleased to provide you with the attached fee proposal for Phase II of the Midwest Avenue Reconstruction Project from Elm through Walnut Street intersection. The design for this area was completed under the original contract back in 2013 when the project limits were originally planned to begin at Poplar Street and extend to Elm Street. Design for the original phase was completed and taken to final design. Since then, multiple changes have taken place in the area that will require modifications to the original design in order to advance this next phase to reconstruction. The scope of work for this amendment is to take the existing design and revise it to account for current conditions. The major changes to be addressed are outlined below:

**Phase II – Elm to Walnut:**

- The State of Wyoming's planned Office Building Complex is the biggest change that will need to be addressed. The proposed building complex will require addition of three major accesses between Spruce and Elm. The existing Bike Path through the area will be relocated as part of the office building project, and the connection point to Midwest Avenue has moved from just west of Spruce street to just west of Elm Street. In order to make this connection, the proposed bike path along Midwest will need to be extended to the east. On order to accomplish this, the on-street parking lane will need to be removed along the south side. The new intersections and the bike path extension will require a complete redesign of the south side of Midwest Avenue between Spruce and Elm. Proposed curblines will move, which will impact storm sewer design. The streetscape designs will need to be completely reworked to account for the new intersections and extension of the bike path. We anticipate keeping the current "themes" for the streetscape design at the intersections. The extensive streetscape for the "Town Square" concept that was originally designed near Spruce Street will be removed.
- The original design was planned to be constructed from Poplar Street towards the east. Changing directions to allow construction from Elm Street west will require design of new tie-ins to existing street sections at Spruce street, along with reconfiguring irrigation systems to tie into new systems that will be installed as part of the upcoming Phase I construction. Strom sewer design will need to be revisited also, as far as how it will be either connected to the existing system or potential extension beyond Spruce Street to connect to the system in Walnut Street.

- 
- The original design was prepared under the assumption that all of RMP's existing overhead was going to be converted to underground. As you are well aware, that conversion turned out to be more complicated and expensive than originally anticipated. This project would include the coordination and design required based on RMP's current plan for upgrades in the area, which is a combination of underground conversion along Midwest and upgrades of existing overhead in areas between Walnut and Poplar. The proposed underground conversion will likely include the alleys north of Midwest between Spruce and Ash, which would require evaluation of existing services and private infrastructure and design of any associated upgrades necessary to facilitate the conversion. The exact amount of work this will require will not be known until each building and service can be inspected and evaluated. Therefore, this work was excluded from the WPE fee. The included fee only accounts for the RMP infrastructure required for underground conversion along Midwest Avenue and the proposed lighting upgrades. Any upgrades to existing buildings adjacent to the project and along the alleyways have not been included at this time, as the scope of this work cannot be determined at this time. A fee for this work can be prepared once RMP finalizes their plans and necessary private service upgrade needs have been identified.

These are the major changes required. These revisions will also require other changes to be made, as the previous plans were taken to Final Design previously. These will include redoing quantity takeoffs and cost estimates, basin plan revisions, additional coordination's with utilities, and additional public involvement. Based on the change in conditions and scope presented above, we propose to complete the design portion of the extension for \$71,062. Construction Administration services are proposed to be \$188,932 for a total fee not to exceed \$259,994. Attached is a detailed fee proposal with breakouts of anticipated fees along with copies of associated proposals from our subconsultants.

Please contact us if our understanding does not meet your expectations.

If you need additional information or have questions please feel free to let us know.  
Thank you again for your consideration.

Respectfully,

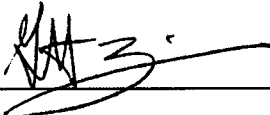


Darrin Tromble, PE  
Branch Manager  
WWC Engineering

<b>Proposed Fee Schedule</b> <b>City of Casper</b> <b>MIDWEST AVENUE RECONSTRUCTION - Walnut to Elm</b> <b>WWC Engineering</b> <b>May 6th, 2020</b>	<b>Total HRS</b>	<b>Total Labor Cost</b>	<b>Sub- Consultants</b>	<b>Total Expense Cost</b>	<b>Total Labor &amp; Expenses</b>
<b>3. <u>Construction Administration</u></b> A) Project Bidding/Documentation B) Submittal Reviews C) Project Meetings D) Construction Inspection E) Construction Staking F) Contractor Pay App Reviews G) Project Closeout H) As-Built Preparation  <b>4. <u>Subconsultants (CA)</u></b> A) BHA Design (Streetscape and Landscape Design) B) West Plains Engineering (Electrical)	1700  34 40 60 1190 220 84 36 36	\$173,632  \$3,668 \$4,116 \$7,100 \$124,900 \$18,700 \$7,848 \$4,060 \$3,240	          \$11,300 \$5,300 \$6,000	\$4,000     \$4,000	          \$177,632          \$11,300
	<b>Subtotal Construction Administration Fees</b>				<b>\$188,932</b>

Note: Hourly rates used for calculation of labor costs are shown on the attached 2020 Schedule of Charges

**Total Fee Upset Amount: \$188,932.00**

Signed:  \_\_\_\_\_ Date: 05/06/2020

Title: Project Manager



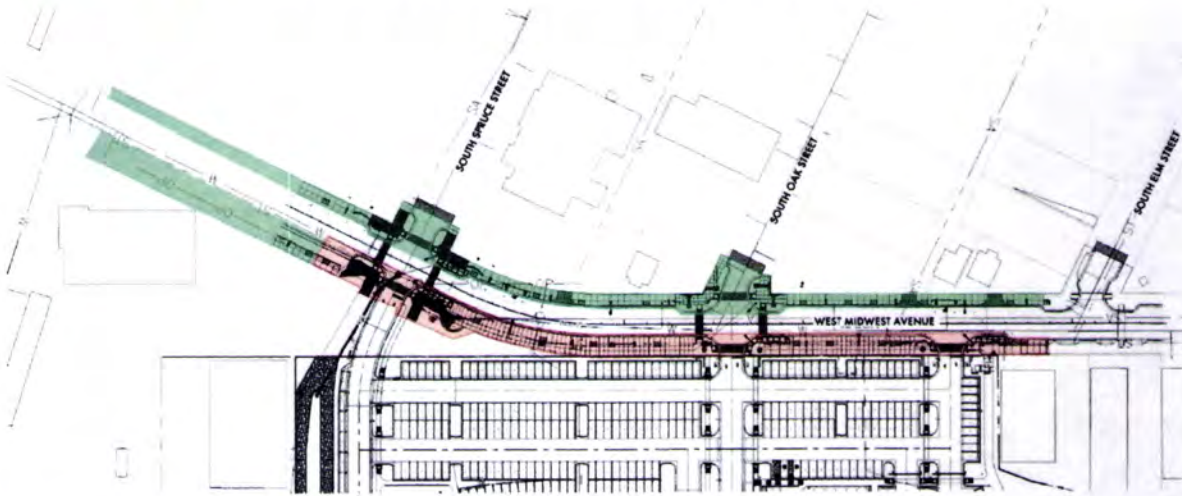


## 2020 SCHEDULE OF CHARGES

<b>PERSONNEL</b>	<b>HOURLY FEE</b>	<b>PERSONNEL</b>	<b>HOURLY FEE</b>
Professional Level 8	\$155	CADD Operator 2	\$72
Professional Level 7	\$151	CADD Operator 1	\$67
Professional Level 6	\$146	Technician 8	\$97
Professional Level 5	\$140	Technician 7	\$92
Professional Level 4	\$129	Technician 6	\$87
Professional Level 3	\$119	Technician 5	\$82
Professional Level 2	\$108	Technician 4	\$77
Professional Level 1	\$97	Technician 3	\$72
CADD Operator 8	\$103	Technician 2	\$67
CADD Operator 7	\$97	Technician 1	\$62
CADD Operator 6	\$92	Administrative Specialist	\$73
CADD Operator 5	\$87	Administrative Assistant	\$58
CADD Operator 4	\$82	Expert Witness	Two times standard billing rate
CADD Operator 3	\$77		
<b>EXPENSES</b>	<b>FEE</b>	<b>ENVIRONMENTAL MONITORING</b>	<b>FEE</b>
Subcontractors	Cost + 15%	Organic Vapor, O <sub>2</sub> /LEL Meter	\$40/day
Supplies/Material Purchased for Client	Cost + 15%	Water Level/Interface Probe	\$50/day
Miscellaneous Reimbursable Expense	Cost + 15%	Disposable Bailer	\$10/each
Vehicle Mileage	\$0.80/mile (\$25/day min.)	Water Quality - Multi-Parameter Meter	\$50/day
<b>OFFICE</b>	<b>FEE</b>	High Capacity In-Line Filter	\$25/each
Photocopies	\$0.15/page	Low Capacity In-Line Filter	\$15/each
Large Format Photocopies - B&W	\$0.60/sq. ft.	Disposable No-Purge Sampler - Large	\$50/each
Large Format Photocopies - Color	\$0.75/sq. ft.	Disposable No-Purge Sampler - Small	\$35/each
Drawings - Large Format Plots	\$11/sheet	Disposable No-Purge Sampler - Custom	\$75/each
Drawings - 11"x17"	\$1.30/page	Transducer/Data Logger	\$50/day or \$200/week
Facsimiles	\$1/page	Flow Meter	\$135/day or \$450/week
<b>FIELD EQUIPMENT</b>	<b>FEE</b>	Photoionization Detector	\$85/day
Generator	\$100/day	Bailing Cord	\$0.08/foot
Fluids Pump	\$100/day	<b>SURVEYING EQUIPMENT</b>	<b>FEE</b>
Air Compressor	\$50/day	UAV	\$250/flight (2 flight minimum) OR
ATV	\$120/day	UAV	\$5/acre (500-acre minimum)
UTV	\$175/day	GPS (Survey Grade)	\$350/day
UTV with Tracks	\$250/day	GPS (Sub-Meter Accuracy)	\$100/day
Tape Reel, Motorized	\$50/day	Total Station	\$25/hour
Power Hand Auger	\$15/hour	Robotic Total Station	\$35/hour
Dynamic Cone Penetrometer	\$50/test	Pipeline Locator	\$25/hour
		Differential Level	\$15/hour
		Survey Rebar & Cap	\$7/each
		Lath, Survey	\$45/bundle
		Stakes	\$30/bundle
		T-Post and Flags	\$15/each

This schedule of charges shall be in effect from January 1 through December 31, 2020. These rates are subject to an annual adjustment to be determined by WWC Engineering and shall become its prevailing rates for the ensuing year.

### Project Limits (areas indicated by shading – located within the public Right of Way)



**Areas highlighted in Red** – These areas will be completely redesigned. On-street parking will be eliminated, and a separated bike lane will be added (similar to the bike line west of Walnut). The bike lane will extend to the east side of the State’s property and connect to the proposed off-street bike trail.

**Areas highlighted in Green** – Modifications to the existing design are required. Tree and light location will be adjusted as necessary to accommodate existing overhead powerlines. Tree grates will be removed and replaced with longer tree wells, and sidewalk patterning will be adjusted. Construction documents were not completed for these areas as part of previous efforts, so this scope includes modifying the design and efforts required to complete the Bid Documents for these areas.

The easternmost access to the State Office Building property will not be designed to the same level as the public street intersections. These corners will be improved with standard grey concrete in a grid pattern (no pavers or specially designed theme elements).

Changes to the Midwest/Walnut & Midwest/Elm intersections and corners are not included in the scope.

The remainder of the triangular piece of public right-of-way located at the SE corner of Midwest/Spruce will be designed by others, and is not included in the scope.

### Project Start-Up/Pre-Design Services

- Obtain existing available City documents related to the Midwest Avenue corridor including:
  - Utility maps and other relevant mapping;
  - Information about current/upcoming redevelopment proposals located along the project corridor
- Obtain copies (PDF and DWG format) of the State’s latest plans for their property
- Previous land survey provided by WWC will be used for this project

## Preliminary Design

- Based upon design themes previously presented and approved by the City, BHA will prepare hand-drawn preliminary design concepts for:
  - South corners of Intersection at Midwest Avenue and Spruce
  - South corners of intersection at Midwest Avenue and Oak
- Lighting - pedestrian lighting will match previous phases of the Midwest Avenue Project
- Landscaping - landscaping will be designed to match previous phases of Midwest Avenue Project
- Irrigation – irrigation will be designed to match previous phases. The Point of Connection for this phase will be from the east end of the project, near the Midwest/Elm intersection.
- Parking – on-street parallel parking will be deleted on the south side of Midwest Avenue between Spruce and Elm.
- Separated Bike Lane – a protected/separated bike lane will be added on the south side of Midwest Avenue from Spruce Street to the
- Sidewalks - we assume that sidewalk design will match previous phases of the Midwest Avenue Project
- **Review Meeting** – BHA will attend one (1) web meeting with City to present preliminary concepts and receive direction.
- Concepts will be revised to incorporate comments received from City and Design team and finalize Concepts.
- Prepare color rendered plan view presentation graphics of new intersections for Open House
- The scope does not include perspective sketches and perspective renderings.

## Design Development/Construction Documents

Design Development and Construction Documents will be prepared using AutoCAD. Drawings will be formatted on to 11x17 sheets including a title block, sheet title, north arrow, bar scale and date. The following is an outline of the services included in this phase of the design:

- Construction documents will be prepared in compliance with City of Casper/WYDOT requirements.
- Design development and construction drawings will be prepared for the Phase Three Improvements (see 'project limits' exhibit above).
- Hines will provide irrigation design services as a subconsultant to BHA Design.
- Using the site survey, BHA will prepare a **digital base map** illustrating the preferred plan. WWC will provide proposed curb locations. The digital base map will include items from back of curb to R.O.W. (i.e. the streetscape);

- **Submittal Deliverables.** The review submittals will include the following information:

Item	Responsibility	75% Complete	Bid Documents
Site Plans for Sidewalk and Landscape Improvements	BHA	✦	✦
Layout Plans for Sidewalk and Landscape Improvements;	BHA		✦
Site Construction Details	BHA	✦	✦
Landscape Plan, Plant List, and Planting Details	BHA	✦	✦
Irrigation Plans and Details,	Hines	✦	✦
Structural Details for site improvements	Larsen		✦
Technical Specifications	BHA, Hines	✦	✦
Updated Opinion of Probable Cost	BHA, Hines	✦	✦

- BHA will forward pdf copies of submittals to WWC. Reproduction of plans and graphics is not included in the scope.
- Following each submittal the City of Casper will conduct a two (2) week **internal review** of the drawings and documents. City comments will be forwarded to the design team.
- WWC will receive, review and distribute the **comments from the reviewing agencies**. Responsibility for each comment will be assigned to the appropriate team member(s);
- BHA will attend a **review meeting** (via conference call or web meeting) with the City/Review Agencies to review the plans and to discuss the City’s comments after the 75% submittal.
- **Revisions.** Following the review meeting the design team will further refine the plans/documents to incorporate comments and requested changes received from the City.
- **Technical Specifications.** BHA, Hines will prepare Project Specials which modify the WYDOT Standard Specifications for items related to our design services. MS Word and/or PDF copies of the specifications will be forwarded to WWC for inclusion in the Project Manual.
- **Final Revisions.** BHA, Hines will further refine the plans/documents to incorporate the final comments and requested changes received from the City;
- An in-house **quality assurance review** of the bid documents will be conducted prior to issuing them for bid;
- **Bid Documents:** BHA will forward PDF copies of the final documents to WWC. WWC will be responsible for reproduction of the Bid Documents;

**Meetings, Reviews and Public Process**

BHA will be in contact with WWC on a regular basis via email, phone calls, and meetings throughout the course of the project.

- **Project Start-Up Meeting.** None anticipated
- **Preliminary Design Review Meeting.** See section ‘Preliminary Design’
- **Progress Review Meetings.** The scope does not include attending progress meetings, as discussion of items related to our work will be scheduled to take place before/after the plan review meeting, or via conference call.
- **Meeting with State’s Design Team.** BHA will attend one meeting by phone or web meeting.
- **Utility Coordination Meetings.** BHA’s scope does not include attendance of utility coordination meetings.
- **Plan Review Meeting.** BHA will attend via conference call or web meeting.
- **Open House.** The City will be responsible for mailing/publishing meeting notifications and for coordinating the meeting space. WWC will provide civil engineering related graphic exhibits, sign in sheets, comment cards, and other supporting information. BHA will forward PDF copies of the color rendered plans to WWC for use during the open house. WWC will print and mount the open house graphics. BHA will not attend the open house.
- **Meeting Agendas** will be prepared by WWC
- **Meeting Minutes** will be prepared by WWC

**Phase 3 Fee Summary**

<b>Task</b>	<b>BHA Design</b>	<b>Larsen</b>	<b>Hines Irrigation</b>	<b>Task Total</b>
<b>Project Start-Up/Pre-Design Services</b>	\$ 500	\$ 0	\$ 0	<b>\$ 500</b>
<b>Preliminary Design</b>	\$ 6,500	\$ 0	\$ 650	<b>\$7,150</b>
<b>Design Development/Construction Documents</b>	\$ 14,600	\$ 1,000	\$ 4,150	<b>\$19,750</b>
<b>Meetings, Reviews and Public Process</b>	\$ 2,800	\$ 0	\$ 0	<b>\$2,800</b>
<b>Firm Total</b>	<b>\$24,400</b>	<b>\$1,000</b>	<b>\$4,800</b>	
			<b>Total</b>	<b>\$30,200</b> (including expenses)



**Construction Administration**

BHA will provide limited Construction Administration services for the Phase 3 Construction Project.

- BHA and Hines will answer questions posed during bidding and provide exhibits/text in the form of addendums as needed
- BHA and Hines will answer RFI's as needed
- BHA and Hines will review, respond to, and approve material submittals
- BHA will review, respond to, and approve shop drawings for custom metal fabrications designed by our firm. Sign shop drawings are not included.
- WWC will handle the onsite review for Phase 3 Construction; BHA and Hines will not make site visits to observe construction progress, and will not provide punch walk/final walk construction administrations services

**Phase 3 Fee CA Summary**

<b>Task</b>	<b>BHA Design</b>	<b>Larsen</b>	<b>Hines Irrigation</b>	<b>Task Total</b>
<b>Construction Administration for Phase 3</b>	<b>\$ 4,500</b>	<b>\$0</b>	<b>\$ 800</b>	<b>\$5,300</b>
			<b>CA Total</b>	<b>\$5,300</b> (including expenses)



WEST PLAINS ENGINEERING, INC.

### Scope of Work

The project consists of the reconstruction of Midwest Avenue from Elm Street to Walnut Street (just east of the intersection).

Included in the reconstruction will be new decorative street lighting per the current City standards, which includes pedestrian lights with no light pollution and taller roadway luminaires at mid-block locations and intersections. It is anticipated that receptacles will be provided at all trees and planters, as well as on the shorter decorative poles. These receptacles will be fused at 5A each.

The project will include new electrical services as required to feed the new lighting and receptacle systems. Additionally, the project will include planning for the future relocation of overhead utilities to underground, requiring coordination with Rocky Mountain Power, CenturyLink, and Spectrum to install all required underground infrastructure and equipment pads/vaults.

### Scope of Services

It is the goal of West Plains Engineering to provide comprehensive engineering services for this project as a trusted partner in its success. Therefore, our proposed services include electrical design and preparation of construction documents, as well as project oversight assistance with the contractor bidding phase. Please note that exclusions, where listed below, are intended to further define the scope and may be amended upon agreement by both WPE and the Client.

### SERVICES INCLUDED

#### 1. CONSTRUCTION DOCUMENTS

- a) Development of the electrical systems construction drawings and specifications.
- b) Coordination with the City regarding lighting fixtures, lighting service points and controls.
- c) Coordination with utility company for new electrical service requirements.
- d) Coordination with utility company for required underground infrastructure for future overhead to underground conversion.
- e) One (1) set of sealed, reproducible drawings and specifications in electronic (pdf) format, ready for printing by the Client or their Representative
- f) On-site planning and coordination meetings with the Owner and design team as necessary and appropriate throughout the process

#### 2. BID PHASE

- a) Answering questions
- b) Preparation of any necessary addenda

AN ENGINEERING SOLUTION CENTER  
westplainsengineering.com

RAPID CITY, SD ■ SIOUX FALLS, SD ■ BISMARCK, ND ■ CASPER, WY ■ CEDAR RAPIDS, IA

WEST PLAINS ENGINEERING, INC.

### 3. CONSTRUCTION ADMINISTRATION

- a) Shop drawing review
- b) Answering contractor questions (RFIs)
- c) Attendance at a pre-construction meeting
- d) Preparation of necessary change orders
- e) Review of Operations and Maintenance (O&M) Manuals
- f) Review of Contractor Submitted Record Drawings
- g) Intermediate jobsite observations upon request
- h) One (1) substantial completion punch list development visit

### PROPOSED EXCLUSIONS

- a) Front end/bidding specifications
- b) Layout of pedestrian and street lighting fixtures
- c) Coordination with City Electrical Inspector regarding required building service upgrades to comply with current codes. Additional fee will be required once it is determined what the full extent of this scope entails
- d) Post-bid Value engineering and associated redesign
- e) Change orders resulting from a change in scope, as requested by the Owner

### Schedule

Our understanding is the schedule shall be determined after the acceptance of this proposal.

### Compensation

We propose to provide the services, as described above, on an hourly fee basis, plus expenses, for a total fee not to exceed Seventeen Thousand Dollars (\$17,000).

An hourly rate sheet has been attached for your information.

Engineering Consultants fees will be billed on a monthly basis, and shall be included in the Civil Engineer's regular billings to the Owner. Fees are due and payable upon Civil Engineer's receipt of corresponding related fees from Owner, and shall be paid within ten (10) days thereof. All unpaid accounts shall be charged interest at the rate of 1% per month.

AN ENGINEERING SOLUTION CENTER  
westplainsengineering.com

RAPID CITY, SD ■ SIOUX FALLS, SD ■ BISMARCK, ND ■ CASPER, WY ■ CEDAR RAPIDS, IA



WEST PLAINS ENGINEERING, INC.

## Schedule of Hourly Rates and Expenses

## Hourly Rates

Personnel	Hourly Rate
Principal	\$225.00
Office Manager	\$190.00
Project Manager	\$175.00
Project Engineer	\$145.00
Project Designer	\$125.00
Designer	\$100.00
Draftsperson	\$70.00
Clerical	\$60.00

## Reimbursable Expenses

Expense	Rate
Mileage	\$0.54/mile
Meals	At cost
Lodging	At cost
Miscellaneous i.e. outsourced printing, long distance phone calls, shipping, photography, etc.	At cost

All rates effective August 2018

AN ENGINEERING SOLUTION CENTER  
westplainsengineering.com

RAPID CITY, SD ■ SIOUX FALLS, SD ■ BISMARCK, ND ■ CASPER, WY ■ CEDAR RAPIDS, IA

RESOLUTION NO. 20-101

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH WWC ENGINEERING FOR CONSTRUCTION ADMINISTRATION SERVICES FOR THE MIDWEST AVENUE RECONSTRUCTION PROJECT – ELM STREET TO WALNUT STREET.

WHEREAS, the City of Casper desires to secure an engineering firm to provide construction administration services for the Midwest Avenue Reconstruction Project – Elm Street to Walnut Street; and,

WHEREAS, WWC Engineering is able and willing to provide those professional services.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a contract for professional services with WWC Engineering in the amount of One Hundred Eighty-Eight Thousand Nine Hundred Thirty-Two Dollars (\$188,932.00) for services more specifically delineated in the contract.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions, using appropriate funds, throughout the project as prescribed by the agreement, for a total amount not to exceed One Hundred Eighty-Eight Thousand Nine Hundred Thirty-Two Dollars (\$188,932.00).

PASSED, APPROVED, AND ADOPTED this 19<sup>th</sup> day of May, 2020.

APPROVED AS TO FORM:

Walter Tremblay


ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

Fleur D. Tremel  
City Clerk

Steven K. Freel  
Mayor

April 23, 2020

MEMO TO: J. Carter Napier City Manager 

FROM: Andrew B. Beamer, P.E., Public Services Director  
Andrew Colling, Engineering Tech

SUBJECT: Authorizing an agreement with NORCOSTCO, Inc., in the amount of \$73,545, for the CEC Theatrical Curtain Replacement, Project No. 19-067.

Meeting Type & Date:  
Regular Council Meeting  
May 19, 2020

Action Type  
Resolution

Recommendation:  
That Council, by resolution, authorize an agreement with NORCOSTCO, Inc., for the CEC Theatrical Curtain Replacement, Project No. 19-067, in the amount of \$73,545, with a deduct change order in the amount of \$8,100 for a revised contract amount of \$65,445.

Summary:  
On Wednesday, April 22, 2020, one (1) bid was received for the CEC Theatrical Curtain Replacement, Project No. 19-067. The bid received for this work is as follows:

<u>CONTRACTOR</u>	<u>BUSINESS LOCATION</u>	<u>BASE BID</u>
<b>NORCOSTCO, Inc.</b>	<b>Denver, Colorado</b>	<b>\$73,545</b>

The project consists of replacing several theatrical stage curtains and cleaning, repairing, and reapplying fire retardant to other curtains at the Casper Events Center. The estimate prepared by the City Engineering Division and Spectra personnel was \$69,000. The bid received from NORCOSTCO, Inc., in the amount of \$73,545, along with the deduct change order of \$8,100, results in a contract price of \$65,445. As a result of the bid exceeding the budgeted amount, it was negotiated that Spectra personnel handle the delivery and pick-up of the curtains at NORCOSTCO's Denver, Colorado facility to bring the project within budget. The completion date for the project is August 31, 2020.

As required by State Statute, in-state bidders receive a five percent (5%) bid preference. As no bids were received from in-state Contractors, no bid preference was granted. A notice was published in the local newspaper once a week for two consecutive weeks as required by State Statute and the project was advertised on the City of Casper's website ([www.casperwy.gov](http://www.casperwy.gov)).

NORCOSTCO, Inc.  
CEC Theatrical Curtain Replacement  
Project No. 19-067

Financial Considerations:

Funding for this project will be from 1%15 allocated to the Casper Events Center.

Oversight/Project Responsibility:

Andrew Colling, Engineering Tech

Attachments:

Resolution

Agreement

Change Order No. 1

STANDARD FORM OF  
AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is made between the City of Casper, 200 North David Street, Casper, Wyoming 82601, hereinafter referred to as the "Owner," and with NORCOSTCO, Inc., 4395 Broadway Street, Denver, Colorado 80216, hereinafter referred to as the "Contractor."

WHEREAS, the City of Casper desires to replace specific theatrical curtains and make repairs to other curtains and,

WHEREAS, NORCOSTCO, Inc., is able and willing to provide those services specified as the CEC Theatrical Curtain Replacement, Project No. 19-067.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract Documents for the CEC Theatrical Curtain Replacement Project No. 19-067, hereinafter referred to as the "Work."

ARTICLE 2. ENGINEER.

The Project has been designed by the City of Casper, hereinafter referred to as "Engineer", which shall act as Owner's representative, assume all duties and responsibilities and have the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3. CONTRACT TIME.

- 3.1 The Work will be substantially completed by August 31, 2020 and completed and ready for final payment in accordance with Paragraph 14.13 of the General Conditions by September 4, 2020.
- 3.2 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not substantially completed by the time specified in Paragraph 3.1 above, plus any extension thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not substantially completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner Five Hundred Dollars (\$500) for each day that expires after the time specified in Paragraph 3.1 for substantial completion. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by Owner, Contractor shall pay Owner

Two Hundred Dollars (\$200.00) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment. It is further agreed that such liquidated damages are not a penalty, but represent the parties' best estimate of actual damages.

#### ARTICLE 4. CONTRACT PRICE.

In Consideration of the performance of the work in accordance with the Contract documents for this Unit Price Contract, Owner shall pay Contractor in current funds a not-to-exceed total contract price of Sixty-Five Thousand Four Hundred Forty-Five Dollars (\$65,445) subject to additions and deductions by Change Order approved by the Owner. The contract fee shall be based on materials actually furnished and installed and services actually provided based on the unit prices contained in the Bid Form and Itemized Bid Schedule, included as Exhibit "A" (pages BF-1 through BF-4, Bid Form and BS-1, Bid Schedule) and by this reference made a part of this Agreement.

#### ARTICLE 5. PAYMENT PROCEDURES.

Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed through the Engineer as provided in the General Conditions.

- 5.1 Progress Payments. Contractor's Applications for Payment, as recommended by Engineer, shall be submitted to City Engineering Staff on or before the 25th day of each month during construction, and Owner shall mail progress payments in the following month one day after the second monthly meeting of the Casper City Council. Progress payments shall be structured as provided below. All progress payments will be on the basis of the progress of the Work measured by the Schedule of Values provided for in Paragraph 14.1 of the General Conditions, subject to the cutoff and submittal dates provided in the General Provisions.
  - 5.1.1 Prior to payment of fifty percent (50%) of Total Contract Price, progress payments will be made in an amount equal to ninety percent (90%) of the Work completed, and ninety percent (90%) of Invoice Cost of materials and equipment not incorporated in the Work but delivered and suitably stored, less in each case the aggregate of payments previously made.
  - 5.1.2 After payment of fifty percent (50%) of Total Contract Price has been made, Owner shall withhold such amounts necessary so the total retainage is equal to five percent (5%) of the Total Contract Price.
  - 5.1.3 In the event the Contractor makes only one application for payment upon substantially completing the Work, progress payment will be made in an amount equal to ninety-five percent (95%) of the Work completed. Owner shall withhold five percent (5%) of the work completed as retainage, said retainage to be paid in accordance with the provisions of Paragraph 5.3, Final Payment.

- 5.1.4 Should amounts owed by the Contractor to the City for any goods, services, licenses, permits or any other item or purpose remain unpaid beyond the City's general credit policy, those amounts may be deducted from the payment being made by the City to the Contractor pursuant to this agreement.
- 5.2 OWNER may withhold progress payments if CONTRACTOR fails to submit an updated progress schedule with the application for payment as detailed in Section 01310 Progress Schedules.
- 5.3 Final Payment. Upon final completion and acceptance of the Work in accordance with Paragraph 14.13 of the General Conditions, Engineer shall recommend payment and present Contractor's Final Application for Payment to the City. Pursuant to Wyoming State Statutes, final payment cannot be made until forty-one (41) days after publication of the first Notice of Completion.

#### ARTICLE 6. WITHHELD FUNDS.

Pursuant to Wyoming Statutes Section 16-6-701 et seq., withheld percentages for Contracts exceeding \$25,000.00 will be retained in an account in the name of the Contractor (except when specifically waived in writing by Contractor) which has been assigned to the Owner until the Contract is completely, satisfactorily, and finally accepted by the Owner. Unless a depository is designated by the Contractor in a written attachment hereto, the Contractor's signature hereon shall act as authority for the Owner to designate a retainage depository on behalf of the Contractor, for the purposes specified in Wyoming Statutes Section 16-6-704. The Contractor's signature hereon shall act as an assignment of the depository account to the Owner, as provided by Wyoming Statutes Section 16-6-701 et seq., whether the depository is designated by the Contractor or by the Owner.

#### ARTICLE 7. CONTRACTOR'S REPRESENTATIONS.

In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

- 7.1 Contractor has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state, and local Laws and Regulations that in any manner may affect cost, progress, or performance of the Work.
- 7.2 Contractor has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress, or performance of the work which were relied upon by Engineer in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.
- 7.3 Contractor has made or caused to be made examinations, investigations, and tests and studies as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports, or similar data are or will be required by Contractor for such purposes.

- 7.4 Contractor has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the terms and conditions of the Contract Documents.
- 7.5 Contractor has given Engineer written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor.

**ARTICLE 8. CONTRACT DOCUMENTS.**

The Contract Documents which comprise the entire agreement between Owner and Contractor are attached to this Agreement, made a part hereof and consist of the following:

- 8.1 This Agreement (Pages SFA-1 to SFA-5, inclusive).
- 8.2 Joint Account Agreement or Letter of Forfeiture waiving same.
- 8.3 Exhibit "A" - Bid Form (Pages BF-1 through BF-4) and Bid Schedule (BS-1).
- 8.4 Addenda No. (1).
- 8.5 Performance and Payment Bonds.
- 8.6 Certificates of Insurance, of Workers' Compensation Coverage, and of Unemployment Insurance Coverage.
- 8.7 General Conditions (Pages 00700-1 to 00700-42, inclusive).
- 8.8 Supplementary Conditions (Pages SC-1 to SC-16, inclusive).
- 8.9 General Requirements, consisting of seven (7) sections.
- 8.10 Special Provisions consisting of one (1) sections.
- 8.11 Notice of Award.
- 8.12 Notice to Proceed.
- 8.13 Minutes of the Pre-Bid Conference, if any.
- 8.14 Contract Drawings, with each sheet bearing the following general title:  

**CEC Theatrical Curtain Replacement Project No. 19-067**
- 8.15 Shop Drawings and other Submittals furnished by Contractor during performance of the Work and accepted by the Owner.



8.16 Any modifications, amendments, and supplements, including Change Orders, issued pursuant to Paragraphs 3.04 and 3.05 of the General Conditions, on or after the effective date of this Agreement.

8.17 Notice of Substantial Completion.

ARTICLE 9. GOVERNMENTAL CLAIMS ACT

The City does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 et seq. The City specifically reserves the right to assert any and all immunities, rights, and defenses it may have pursuant to the Wyoming Governmental Claims Act.

ARTICLE 10. MISCELLANEOUS PROVISIONS.

Terms used in this Agreement, which are defined in the General Conditions, shall have the meanings designated in those conditions.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in one (1) original copy on the day and year below written.

DATED this 19th day of May, 2020.

APPROVED AS TO FORM:

Walker Trust

CONTRACTOR:

NORCOSTCO, Inc.

ATTEST:

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

OWNER:  
CITY OF CASPER, WYOMING  
A Municipal Corporation

ATTEST:

By: \_\_\_\_\_

By: \_\_\_\_\_

Fleur Tremel  
Title: City Clerk

Steven K. Freel  
Title: Mayor

EXHIBIT "A"  
STANDARD  
BID FORM  
(Approved by City Attorney, 1995)

PROJECT IDENTIFICATION:      City of Casper  
  **CEC Theatrical Curtain Replacement**  
  **Project No. 19-067**

THIS BID SUBMITTED TO:      City of Casper  
  200 North David Street  
  Casper, Wyoming 82601

1.     The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the City in the form included in the Bidding Documents and to complete all Work as specified or indicated in the Bidding Documents for the Contract Price by August 31, 2020, and completed and ready for final payment not later than September 4, 2020 in accordance with the Bidding Documents.
  
2.     Bidder accepts all of the terms and conditions of the Advertisement for Bids and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Guaranty. This Bid will remain effective for thirty (30) days after the day of Bid opening. Bidder will sign the Agreement and submit the Bonds and other documents required by the Bidding Documents within thirty (30) days after the date of the City's Notice of Award.
  
3.     Notice that preferences will be granted pursuant to Wyoming Statutes Section 16-6-101, et seq., is hereby acknowledged.
  
4.     In submitting this Bid, Bidder represents, as more fully set forth in the Bidding Documents, that:
  - A.     Bidder has examined copies of all the Bidding Documents and of the following addenda (receipt of all which is hereby acknowledged):  
  
          Addendum No.   1     Dated   04/10/2020    
          Addendum No. \_\_\_\_\_                                     Dated \_\_\_\_\_
  
  - B.     Bidder has examined the site and locality where the work is to be performed, the federal, state, and local Laws and Regulations, and the conditions affecting cost, progress, or performance of the work and has made such independent investigations as Bidder deems necessary;
  
  - C.     This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, corporation, or other business entity. Bidder has not directly or

indirectly induced or solicited any other Bidder to submit a false or sham Bid. Bidder has not solicited or induced any person, firm, or a corporation to refrain from bidding. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or against the City.

5. Bidder is bidding all schedules, alternates, if any, and will complete the Work for unit price(s) stated on the attached bid schedule based on materials actually furnished and installed and services actually provided. The Bid is summarized below on the basis of estimated quantities:

TOTAL BASE BID, IN NUMERALS: \$ 73,545.00

TOTAL BASE BID, IN WORDS: SEVENTY THREE THOUSAND, FIVE HUNDRED, FORTY-FIVE DOLLARS AND ZERO CENTS

6. Bidder agrees that the work for the City will be as provided above.
7. Bidder accepts the provisions of the Bidding Documents as to liquidated damages in the event of failure to complete the work on time, unless otherwise stated as provided below. Bidder agrees that such liquidated damages are not a penalty and that the amount provided is as close an estimate as possible to actual damages. Any exceptions or objections to this provision are stated in writing and attached hereto by Bidder.
8. The following documents are attached to and made a condition of this Bid:
- A. Required Bid Guaranty in the form of a Bid Bond. (Unless otherwise provided by the City.)
  - B. Itemized Bid Schedule.
  - C. State of Wyoming Certificate of Residency Status, in conformance with the Instructions to Bidders.
9. Communications concerning this Bid shall be addressed to:

Address of Bidder: NORCOSTCO INC  
4395 BROADWAY STREET  
DENVER, CO 80216

10. The terms used in this Bid are defined in and have the meanings assigned to them in the General Conditions, except as provided in the Supplementary Conditions and Bidding Documents.

Submitted on APRIL 16, 2020.

Bidder is bidding as a NON-RESIDENT (Insert Resident or Non-Resident)

IF BIDDER IS:

AN INDIVIDUAL

By: N/A (seal)  
(Individual's Name)

doing business as: N/A

Business Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone Number: \_\_\_\_\_

A PARTNERSHIP

By: \_\_\_\_\_ (seal)  
(Firm's Name)

\_\_\_\_\_  
(General Partner)

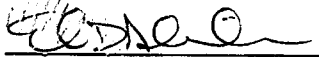
Business Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone Number: \_\_\_\_\_

A CORPORATION OR LIMITED LIABILITY COMPANY

By: NORCOSTCO, INC. (seal)  
(Corporation's or Limited Liability Company's Name)

MINNESOTA  
(State of Incorporation or Organization)

By:  Erik D. Schindler (seal)

CEO (Title)

(Seal)

Attest: 

Business Address: NORCOSTCO INC  
4395 BROADWAY STREET  
DENVER, CO 80216

Phone Number: 303-620-9734 OR 1-800-220-6928

A JOINT VENTURE

By: \_\_\_\_\_ (seal)  
(Name)

\_\_\_\_\_  
(Address)

By: \_\_\_\_\_ (seal)  
(Name)

\_\_\_\_\_  
(Address)

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

**BID SCHEDULE**  
**CEC Theatrical Curtain Replacement**  
**Project No. 19-067**  
4/15/2020

COMPANY NAME: **NORCOSTCO INC**

ADDRESS: **4395 BROADWAY STREET DENVER, CO 80216**

Contractor shall furnish and install items as shown on the Drawings or called for in the Specifications. All costs not included in the schedule that are necessary to provide a complete, functional project as depicted in the Drawings and Specifications are to be considered incidental and merged with costs of other related bid items.

EA = EACH

ITEM	BASE BID SCHEDULE					
NO.	DESCRIPTION	SIZE	UNIT	QTY.	UNIT COST	TOTAL COST
<b>CURTAIN SCHEDULE FOR REPLACEMENT</b>						
1	Main Traveler	26' x 32'	EA	2	\$5,250.00	\$10,500.00
2	Tormentor	28' x 10'	EA	2	\$1,700.00	\$3,400.00
3	First Valance	12' x 32'	EA	2	\$2,850.00	\$5,700.00
4	Audience Side Masking	40' x 14'	EA	6	\$3,350.00	\$20,100.00
5	Frame Mounted Curtains	20' x 6'	EA	9	\$822.22	\$7,400.00
6	Frame Mounted Curtains	20' x 8'	EA	9	\$1,083.33	\$9,750.00
<b>CURTAIN SCHEDULE FOR CLEANING, REPAIRS, AND FIRE RETARDANT</b>						
7	Border	12' x 23'	EA	4		<b>\$16,695.00 LUMP SUM FOR ALL CLEANED DRAPERY</b>
8	Valance	24' x 17'	EA	4		
9	Traveler	26' x 24'	EA	4		
10	Stage Side Masking	36' x 9'	EA	6		
11	Legs	26' x 14'	EA	4		
<b>TOTAL BASE BID (SUM OF ITEMS 1 - 11)</b>						<b>\$73,545.00</b>

CHANGE ORDER

NO. One (1)

PROJECT: CEC Theatrical Curtain Replacement Project  
Project No. 19-067

DATE OF ISSUANCE: April 23, 2020

OWNER: City of Casper, Wyoming

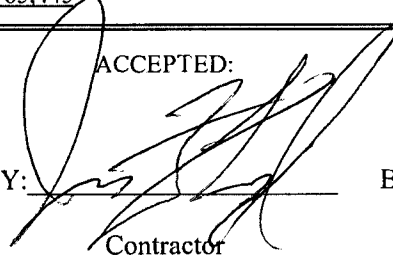
CONTRACTOR: NORCOSTCO, Inc.

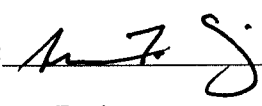
You are directed to make the following changes in the Contract Documents:

Description: The City of Casper received one bid for the CEC Theatrical Curtain Replacement Project. The lone bid from NORCOSTCO, Inc., was for \$73,545, exceeding the budget of \$69,000. It was negotiated that the contract amount could be reduced by \$8,100 if Spectra personnel handle the delivery and pick-up of the curtains at NORCOSTCO's location in Denver, Colorado. It is recommended that the contract amount be decreased by \$8,100.

Attachments: Memo

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price: \$ <u>73,545</u>	Original Contract Time: (days or date) <u>Substantial completion: August 31, 2020</u> <u>Final completion: September 4, 2020</u>
Previous Change Orders No. <u>  </u> to <u>  </u> \$ <u>0</u>	Net change from previous Change Orders (days): <u>-- 0 --</u>
Contract Price prior to this Change Order: \$ <u>73,545</u>	Contract Time Prior to this Change Order: (date) <u>Substantial completion: August 31, 2020</u> <u>Final completion: September 4, 2020</u>
Net Increase/Decrease of this Change Order: \$ <u>8,100</u>	Net Increase/Decrease of this Change Order: (days) <u>-- 0 --</u>
Contract Price with all approved Change Orders: \$ <u>65,445</u>	Contract Time with all approved Change Orders:(date) <u>Substantial completion: August 31, 2020</u> <u>Final completion: September 4, 2020</u>

ACCEPTED:  BY: \_\_\_\_\_ Contractor

RECOMMENDED: \_\_\_\_\_ BY:  Engineer

APPROVED: \_\_\_\_\_ BY: \_\_\_\_\_ Owner



4395 Broadway Street  
 Denver, CO 80216  
 Phone: (303)-620-9734  
 Fax: (303)-615-9115  
[www.norcostco.com](http://www.norcostco.com)

**Quoted To: City of Casper**  
 Attention: Andrew Colling  
 Casper, WY  
 Office: 307-235-8206  
 Cell:  
 Email: [acolling@casperwy.gov](mailto:acolling@casperwy.gov)

# QUOTATION

**Quote:** Nor-1385  
**Project Name:** CEC THEATRICAL CURTAIN  
 REPLACEMENT PROJECT NO. 19-067  
**Date:** April 24, 2020  
**Valid To:** May 23, 2020  
**Estimator:** Ian Floyd  
**Email:** [Ian.Floyd@norcostco.com](mailto:Ian.Floyd@norcostco.com)  
**Mobile:** 720-936-5541

## Quote Description

Norcostco to provide new drapery and clean existing drapery per bid document with labor and travel excluded:  
 CEC THEATRICAL CURTAIN REPLACEMENT  
 PROJECT NO. 19-067

### BASE BID

Qty	Description	Unit Price	Ext. Amount
	<b>NEW DRAPERY AND CLEANING SERVICES</b>	\$65,445.00	\$65,445.00
	<b>New Drapery to consist of the following:</b>		
2.00	Main Traveler 26'h x 32'w 25oz Memorable. 60% fullness		
2.00	Tormentor 28'h x 10'w 25oz Memorable. 60% fullness		
2.00	First Valance 26'h x 32'w 25oz Memorable. 60% fullness		
6.00	Audience Side Masking 40'h x 14'w 25oz Memorable. 60% fullness		
9.00	Frame Mounted Curtains #1 20'h x 6'w 15oz Encore. 30% fullness		
9.00	Frame Mounted Curtains #2 20'h x 8'w 15oz Encore. 30% fullness		
	<b>Curtain Scheduled for Cleaning, Repairs and Fire Retardant Application</b>		
4.00	Border 12'h x 23'w Heavy Weight Velour. 60% fullness		
4.00	Valance 12'h x 23'w Heavy Weight Velour. 60% fullness		
4.00	Traveler 12'h x 23'w Heavy Weight Velour. 60% fullness		
6.00	Side Stage Masking 12'h x 23'w Heavy Weight Velour. 60% fullness		
4.00	Legs 12'h x 23'w Heavy Weight Velour. 60% fullness		
	<b>Total</b>		<b>\$65,445.00</b>

### OPTIONAL LABOR AND SERVICES

Qty	Optional Items	Unit Price	Ext. Amount
1.00	<b>1. Norcostco travel to pick up Drapery</b> The City of Casper would deliver the drapery scheduled for cleaning to Norcostco-Denver.	\$800.00	\$800.00
1.00	<b>2. Norcostco labor to remove drapery scheduled for cleaning and fold/prep for transport</b> The City of Casper would lower all drapery scheduled for cleaning and fold it for transport.	\$1,000.00	\$1,000.00



1.00	<b>3. Norcostco travel to Re-install Drapery and Hang new drapery (includes truck rental).</b> The City of Casper would pick up drapery from Norcostco Denver.	\$3,100.00	\$3,100.00
1.00	<b>4. Norcostco labor to install new drapery and re-install cleaned/treated drapery</b> The City of Casper would re-install all cleaned drapery and all new drapery.	\$3,200.00	\$3,200.00

**Exclusions:**

- Pick-up new and cleaned drapery
- Drapery delivery will be by truck freight directly to the City of Casper.
- Installation of new drapery
- Installation of cleaned drapery
- Travel to site

**Norcostco General Quote Notes:**

- This Quote may and can contain confidential or proprietary information that may not be released in any form outside of listed organization without written permission of Norcostco.
- Open Credit Account Subject to Approval from Norcostco.
- Accepted Quote can progress when Norcostco receives a purchase order or a letter of authorization from your organization.
- This Quote is based on the Bill of Materials provided. Altering the quantities will affect this quote. Please contact the Norcostco Denver Sales Representative if quantities need to be adjusted.

RESOLUTION NO. 20-102

A RESOLUTION AUTHORIZING AN AGREEMENT WITH NORCOSTCO, INC., FOR THE CEC THEATRICAL CURTAIN REPLACEMENT PROJECT NO. 19-067.

WHEREAS, the City of Casper desires to replace and repair theatrical curtains at the Casper Events Center for the CEC Theatrical Curtain Replacement Project; and,

WHEREAS, NORCOSTCO, Inc., is able and willing to provide those services specified as the CEC Theatrical Curtain Replacement Project, No. 19-067; and,

WHEREAS, it would be in the best interest of the City to expedite changes in the project by allowing the City Manager to sign change orders effecting time extensions of no more than thirty (30) days, and other project administration related change orders that do not substantially alter the scope of the project.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, an agreement with NORCOSTCO, Inc., for those services, in the amount of Seventy-Three Thousand Five Hundred Forty-Five Dollars (\$73,545), with a deduct Change Order No. 1 in the amount of Eight Thousand One Hundred (\$8,100), for a revised contract amount of Sixty-Five Thousand Four Hundred Forty-Five Dollars (\$65,445).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions throughout the project, retaining those amounts prescribed by the agreement, equal to a total amount not to exceed Sixty-Five Thousand Four Hundred Forty-Five Dollars (\$65,445).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to sign change orders effecting time extensions of no more than thirty (30) days, and other project administration related change orders that do not substantially alter the scope of the project.

PASSED, APPROVED, AND ADOPTED this 19th day of May, 2020.

APPROVED AS TO FORM:  
(CEC Theatrical Curtain Replacement Project, 19-067)

*Walker Tremel*

---

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation


---


Fleur Tremel  
City Clerk

---

Steven K. Freel  
Mayor

April 29, 2020

MEMO TO: J. Carter Napier City Manager 

FROM: Andrew B. Beamer, P.E., Public Services Director   
Andrew Colling, Engineering Tech

SUBJECT: Authorizing an agreement with Treto Construction, LLC, in the amount of \$304,900.00, for the 2020 Platte River Trails Replacements, Project No. 19-048.

Meeting Type & Date:  
Regular Council Meeting  
May 19, 2020

Action Type  
Resolution

Recommendation:  
That Council, by resolution, authorize an agreement with Treto Construction, LLC, in the amount of \$304,900.00, for the 2020 Platte River Trails Replacements, Project No. 19-048. Furthermore, it is recommended that Council authorize a construction contingency account, in the amount of \$20,000.00, for a total project amount of \$324,900.00.

Summary:  
On Wednesday, April 29, 2020, eight (8) bids were received for the 2020 Platte River Trails Replacements, Project No. 19-048. The bids received for this work are as follows:

<u>CONTRACTOR</u>	<u>BUSINESS LOCATION</u>	<u>BASE BID</u>
<b>Treto Construction</b>	<b>Casper, Wyoming</b>	<b>\$304,900.00</b>
Crown Construction	Mills, Wyoming	\$320,000.00
Fuller Enterprises	Casper, Wyoming	\$324,997.50
Knife River, Inc.	Casper, Wyoming	\$382,994.00
TDS	Glenrock, Wyoming	\$457,987.50
71 Construction	Casper, Wyoming	\$469,635.00
Powder River Construction	Gillette, Wyoming	\$473,300.00
Wayne Coleman Construction	Mills, Wyoming	\$475,307.00

Crown Construction failed to fully execute the Bid Bond and their bid was rejected.

The project consists of removal of approximately 5,250' of existing asphalt pathway within the Platte River Trails system, and replacing it with 10' wide concrete pathway. The sections include PV Park,

Treto Construction, LLC  
2020 Platte River Trails Replacements  
Project No. 19-048

a portion starting at the Clarion Inn and ending at Crossroads Park, and work at Riverview Park in North Casper to replace a segment of pathway and the addition a connecting pathway from the park to 'M' Street. The completion date for the project is September 25, 2020. The estimate prepared by the City Engineering Division was \$375,000.

As required by State Statute, in-state bidders receive a five percent (5%) bid preference. As all bids were received from in-state Contractors, no bid preference was granted. A notice was published in the local newspaper once a week for two consecutive weeks as required by State Statute and the project was advertised on the City of Casper's website ([www.casperwy.gov](http://www.casperwy.gov)).

Financial Considerations:

Funding for this project will be from 1%16 allocated to the Platte River Trails.

Oversight/Project Responsibility:

Andrew Colling, Engineering Tech

Attachments:

Resolution

Agreement

STANDARD FORM OF AGREEMENT  
BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is made between the City of Casper, 200 North David Street, Casper, Wyoming 82601, hereinafter referred to as the "Owner," and with Treto Construction , LLC, PO Box 50610, Casper, Wyoming 82609, hereinafter referred to as the "Contractor."

WHEREAS, the City of Casper desires to remove and replace portions of the Platte River Trails system and,

WHEREAS, Treto Construction, LLC, is able and willing to provide those services specified as the 2020 Platte River Trails Replacements Project No. 19-048.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract Documents for the 2020 Platte River Trails Replacements Project No. 19-048, hereinafter referred to as the "Work."

ARTICLE 2. ENGINEER.

The Project has been designed by the City of Casper, who is hereinafter referred to as the "Engineer" and who is to act as Owner's representative, assume all duties and responsibilities and have the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3. CONTRACT TIME.

- 3.1 The Work will be substantially completed by September 25, 2020, and completed and ready for final payment in accordance with Paragraph 14.13 of the General Conditions by October 2, 2020.
- 3.2 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not substantially completed by the time specified in Paragraph 3.1 above, plus any extension thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not substantially completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner Five Hundred Dollars (\$500) for each day that expires after the time specified in Paragraph 3.1 for substantial completion. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by Owner, Contractor shall pay Owner

Two Hundred Dollars (\$200.00) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment. It is further agreed that such liquidated damages are not a penalty, but represent the parties' best estimate of actual damages.

#### ARTICLE 4. CONTRACT PRICE.

In Consideration of the performance of the work in accordance with the Contract documents for this Unit Price Contract, Owner shall pay Contractor in current funds a not-to-exceed total contract price of Three Hundred Four Thousand Nine Hundred and 00/100 Dollars (\$304,900.00) subject to additions and deductions by Change Order approved by the Owner. The contract fee shall be based on materials actually furnished and installed and services actually provided based on the unit prices contained in the Bid Form and Itemized Bid Schedule, included as Exhibit "A" (pages BF-1 through BF-4, Bid Form and BS-1, Bid Schedule) and by this reference made a part of this Agreement.

#### ARTICLE 5. PAYMENT PROCEDURES.

Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed through the Engineer as provided in the General Conditions.

- 5.1 Progress Payments. Contractor's Applications for Payment, as recommended by Engineer, shall be submitted to City Engineering Staff on or before the 25th day of each month during construction, and Owner shall mail progress payments in the following month one day after the second monthly meeting of the Casper City Council. Progress payments shall be structured as provided below. All progress payments will be on the basis of the progress of the Work measured by the Schedule of Values provided for in Paragraph 14.1 of the General Conditions, subject to the cutoff and submittal dates provided in the General Provisions.
  - 5.1.1 Prior to payment of fifty percent (50%) of Total Contract Price, progress payments will be made in an amount equal to ninety percent (90%) of the Work completed, and ninety percent (90%) of Invoice Cost of materials and equipment not incorporated in the Work but delivered and suitably stored, less in each case the aggregate of payments previously made.
  - 5.1.2 After payment of fifty percent (50%) of Total Contract Price has been made, Owner shall withhold such amounts necessary so the total retainage is equal to five percent (5%) of the Total Contract Price.
  - 5.1.3 In the event the Contractor makes only one application for payment upon substantially completing the Work, progress payment will be made in an amount equal to ninety-five percent (95%) of the Work completed. Owner shall withhold five percent (5%) of the work completed as retainage, said retainage to be paid in accordance with the provisions of Paragraph 5.3, Final Payment.

- 5.1.4 Should amounts owed by the Contractor to the City for any goods, services, licenses, permits or any other item or purpose remain unpaid beyond the City's general credit policy, those amounts may be deducted from the payment being made by the City to the Contractor pursuant to this agreement.
- 5.2 OWNER may withhold progress payments if CONTRACTOR fails to submit an updated progress schedule with the application for payment as detailed in Section 01310 Progress Schedules.
- 5.3 Final Payment. Upon final completion and acceptance of the Work in accordance with Paragraph 14.13 of the General Conditions, Engineer shall recommend payment and present Contractor's Final Application for Payment to the City. Pursuant to Wyoming State Statutes, final payment cannot be made until forty-one (41) days after publication of the first Notice of Completion.

#### ARTICLE 6. WITHHELD FUNDS.

Pursuant to Wyoming Statutes Section 16-6-701 et seq., withheld percentages for Contracts exceeding \$25,000.00 will be retained in an account in the name of the Contractor (except when specifically waived in writing by Contractor) which has been assigned to the Owner until the Contract is completely, satisfactorily, and finally accepted by the Owner. Unless a depository is designated by the Contractor in a written attachment hereto, the Contractor's signature hereon shall act as authority for the Owner to designate a retainage depository on behalf of the Contractor, for the purposes specified in Wyoming Statutes Section 16-6-704. The Contractor's signature hereon shall act as an assignment of the depository account to the Owner, as provided by Wyoming Statutes Section 16-6-701 et seq., whether the depository is designated by the Contractor or by the Owner.

#### ARTICLE 7. CONTRACTOR'S REPRESENTATIONS.

In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

- 7.1 Contractor has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state, and local Laws and Regulations that in any manner may affect cost, progress, or performance of the Work.
- 7.2 Contractor has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress, or performance of the work which were relied upon by Engineer in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.
- 7.3 Contractor has made or caused to be made examinations, investigations, and tests and studies as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports, or similar data are or will be required by Contractor for such purposes.



- 7.4 Contractor has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the terms and conditions of the Contract Documents.
- 7.5 Contractor has given Engineer written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor.

**ARTICLE 8. CONTRACT DOCUMENTS.**

The Contract Documents which comprise the entire agreement between Owner and Contractor are attached to this Agreement, made a part hereof and consist of the following:

- 8.1 This Agreement (Pages SFA-1 to SFA-5, inclusive).
- 8.2 Joint Account Agreement or Letter of Forfeiture waiving same.
- 8.3 Exhibit "A" - Bid Form (Pages BF-1 through BF-4) and Bid Schedule (BS-1).
- 8.4 Addenda No. (NA).
- 8.5 Performance and Payment Bonds.
- 8.6 Certificates of Insurance, of Workers' Compensation Coverage, and of Unemployment Insurance Coverage.
- 8.7 General Conditions (Pages 00700-1 to 00700-42, inclusive).
- 8.8 Supplementary Conditions (Pages SC-1 to SC-16, inclusive).
- 8.9 General Requirements, consisting of seven (7) sections.
- 8.10 Special Provisions consisting of three (3) sections.
- 8.11 Notice of Award.
- 8.12 Notice to Proceed.
- 8.13 Minutes of the Pre-Bid Conference, if any.
- 8.14 Contract Drawings, with each sheet bearing the following general title:  

**2020 Platte River Trails Replacements Project No. 19-048**
- 8.15 Shop Drawings and other Submittals furnished by Contractor during performance of the Work and accepted by the Owner.

8.16 Any modifications, amendments, and supplements, including Change Orders, issued pursuant to Paragraphs 3.04 and 3.05 of the General Conditions, on or after the effective date of this Agreement.

8.17 Notice of Substantial Completion.

ARTICLE 9. GOVERNMENTAL CLAIMS ACT

The City does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 et seq. The City specifically reserves the right to assert any and all immunities, rights, and defenses it may have pursuant to the Wyoming Governmental Claims Act.

ARTICLE 10. MISCELLANEOUS PROVISIONS.

Terms used in this Agreement, which are defined in the General Conditions, shall have the meanings designated in those conditions.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in one (1) original copy on the day and year below written.

DATED this 19<sup>th</sup> day of May, 2020.

APPROVED AS TO FORM:

Wallace Tremblath III

CONTRACTOR:

Treto Construction, LLC

ATTEST:

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

OWNER:

CITY OF CASPER, WYOMING

A Municipal Corporation

ATTEST:

By: \_\_\_\_\_

By: \_\_\_\_\_

Fleur Tremel

Steven K. Freel

Title: City Clerk

Title: Mayor

EXHIBIT "A"  
STANDARD  
BID FORM  
(Approved by City Attorney, 1995)

PROJECT IDENTIFICATION:      City of Casper  
   **2020 Platte River Trails Replacements**  
   **Project No. 19-048**

THIS BID SUBMITTED TO:      City of Casper  
   200 North David Street  
   Casper, Wyoming 82601

1.      The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the City in the form included in the Bidding Documents and to complete all Work as specified or indicated in the Bidding Documents for the Contract Price by September 25, 2020, and completed and ready for final payment not later than October 2, 2020 in accordance with the Bidding Documents.
2.      Bidder accepts all of the terms and conditions of the Advertisement for Bids and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Guaranty. This Bid will remain effective for thirty (30) days after the day of Bid opening. Bidder will sign the Agreement and submit the Bonds and other documents required by the Bidding Documents within thirty (30) days after the date of the City's Notice of Award.
3.      Notice that preferences will be granted pursuant to Wyoming Statutes Section 16-6-101, et seq., is hereby acknowledged.
4.      In submitting this Bid, Bidder represents, as more fully set forth in the Bidding Documents, that:
  - A.      Bidder has examined copies of all the Bidding Documents and of the following addenda (receipt of all which is hereby acknowledged):

Addendum No. <u>  N/A  </u>	Dated <u>  N/A  </u>
Addendum No. <u>  N/A  </u>	Dated <u>  N/A  </u>
  - B.      Bidder has examined the site and locality where the work is to be performed, the federal, state, and local Laws and Regulations, and the conditions affecting cost, progress, or performance of the work and has made such independent investigations as Bidder deems necessary;
  - C.      This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, corporation, or other business entity. Bidder has not directly or

indirectly induced or solicited any other Bidder to submit a false or sham Bid. Bidder has not solicited or induced any person, firm, or a corporation to refrain from bidding. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or against the City.

5. Bidder is bidding all schedules, alternates, if any, and will complete the Work for unit price(s) stated on the attached bid schedule based on materials actually furnished and installed and services actually provided. The Bid is summarized below on the basis of estimated quantities:

TOTAL BASE BID, IN NUMERALS: \$ 304,900.00

TOTAL BASE BID, IN WORDS: Three hundred and four thousand  
nine hundred and zero cents ----- DOLLARS.

6. Bidder agrees that the work for the City will be as provided above.
7. Bidder accepts the provisions of the Bidding Documents as to liquidated damages in the event of failure to complete the work on time, unless otherwise stated as provided below. Bidder agrees that such liquidated damages are not a penalty and that the amount provided is as close an estimate as possible to actual damages. Any exceptions or objections to this provision are stated in writing and attached hereto by Bidder.
8. The following documents are attached to and made a condition of this Bid:
- A. Required Bid Guaranty in the form of a Bid Bond. (Unless otherwise provided by the City.)
  - B. Itemized Bid Schedule.
  - C. State of Wyoming Certificate of Residency Status, in conformance with the Instructions to Bidders.
9. Communications concerning this Bid shall be addressed to:

Address of Bidder: Treto Construction, LLC  
P.O. Box 50610  
Casper, WY 82609

10. The terms used in this Bid are defined in and have the meanings assigned to them in the General Conditions, except as provided in the Supplementary Conditions and Bidding Documents.

Submitted on April 29, 2020.

Bidder is bidding as a Resident (Insert Resident or Non-Resident)

IF BIDDER IS:

AN INDIVIDUAL

By: \_\_\_\_\_ (seal)  
(Individual's Name)

doing business as: \_\_\_\_\_

Business Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone Number: \_\_\_\_\_

A PARTNERSHIP

By: \_\_\_\_\_ (seal)  
(Firm's Name)

\_\_\_\_\_  
(General Partner)

Business Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone Number: \_\_\_\_\_

A CORPORATION OR LIMITED LIABILITY COMPANY

By: Treto Construction, LLC (seal)  
(Corporation's or Limited Liability Company's Name)

Wyoming  
(State of Incorporation or Organization)

By: German G. Treto *GERMAN G. TRETTO* (seal)  
**Managing Member**  
(Title)

(Seal)

Attest: Cecilia Treto

Business Address: Treto Construction, LLC  
P.O. Box 50610  
Casper, WY 82609

Phone Number: 307-237-8836

A JOINT VENTURE

By: \_\_\_\_\_ (seal)  
(Name)

\_\_\_\_\_  
(Address)

By: \_\_\_\_\_ (seal)  
(Name)

\_\_\_\_\_  
(Address)

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

**BID SCHEDULE**  
**2020 Platte River Trails Replacements**  
**Project No. 19-048**  
**Bid Date: April 29, 2020**

COMPANY NAME: **Treto Construction, LLC**

ADDRESS: **P.O. Box 50610**

Contractor shall furnish and install items as shown on the Drawings or called for in the Specifications. All costs not included in the schedule that are necessary to provide a complete, functional project as depicted in the Drawings and Specifications are to be considered incidental and merged with costs of other related bid items.

LS = Lump Sum

LF = Linear Feet

EA = Each

F&I = Furnish & Install

SF = Square Foot

ITEM NO.	BASE BID SCHEDULE				
	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
1	Mobilization and Bonding	LS	1	\$ 25,000.00	\$ 25,000.00
2	10' Wide Concrete Pathway with Basecourse	LF	5,250	\$ 48.00	\$ 252,000.00
3	R&R Concrete Approach	SF	150	\$ 8.00	\$ 1,200.00
4	Re-Route Alley	LS	1	\$ 5,000.00	\$ 5,000.00
5	F&I Install Wooden Bollards	EA	105	\$ 100.00	\$ 10,500.00
6	F&I Removable Steel Bollards	EA	2	\$ 600.00	\$ 1,200.00
7	Landscape Repairs	LS	1	\$ 10,000.00	\$ 10,000.00
<b>TOTAL BASE BID (SUM OF ITEMS 1 - 7)</b>					<b>\$ 304,900.00</b>

BS-1

RESOLUTION NO. 20-103

A RESOLUTION AUTHORIZING AN AGREEMENT WITH  
TRETTO CONSTRUCTION, LLC, FOR THE 2020 PLATTE RIVER  
TRAILS REPLACEMENTS PROJECT NO. 19-048.

WHEREAS, the City of Casper desires to remove and replace damaged asphalt pathways in the Platte River Trails system for the 2020 Platte River Trails Replacements Project; and,

WHEREAS, Tretto Construction, LLC, is able and willing to provide those services specified as the 2020 Platte River Trails Replacements Project, No. 19-048; and,

WHEREAS, it would be in the best interest of the City to expedite changes in the project by allowing the City Manager to sign change orders effecting time extensions of no more than thirty (30) days, dollar amount changes no greater than Twenty Thousand Dollars (\$20,000.00) and other project administration related change orders that do not substantially alter the scope of the project.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, an agreement with Tretto Construction, LLC, for those services, in the amount of Three Hundred Four Thousand Nine Hundred and 00/100 Dollars (\$304,900.00).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions throughout the project, retaining those amounts prescribed by the agreement, equal to a total amount not to exceed Three Hundred Four Thousand Nine Hundred and 00/100 Dollars (\$304,900.00) and Twenty Thousand Dollars (\$20,000.00) for a construction contingency account, for a total project amount of Three Hundred Twenty-Four Thousand Nine Hundred and 00/100 Dollars (\$324,900.00).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to sign change orders effecting time extensions of no more than thirty (30) days, changes in the dollar amount of the above described agreement not greater than the sum of Twenty Thousand Dollars (\$20,000.00) and other project administration related change orders that do not substantially alter the scope of the project.

PASSED, APPROVED, AND ADOPTED this 19<sup>th</sup> day of May, 2020.



APPROVED AS TO FORM:



---

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

---

Fleur Tremel  
City Clerk

---

Steven K. Freel  
Mayor

May 5, 2020

MEMO TO: J. Carter Napier, City Manager *JCN*

FROM: Andrew Beamer, P.E., Public Services Director *AB*  
Terry Cottenoir, Engineering Technician

SUBJECT: Authorizing an Agreement with Keyhole Technologies, LLC, in the Amount of \$109,970.00, for the 2020 Inlaid Striping, Project No. 19-036.

Meeting Type & Date  
Regular Council Meeting  
May 19, 2020

Action type  
Resolution

Recommendation

That Council, by resolution, authorize an agreement with Keyhole Technologies, LLC (Keyhole), for the 2020 Inlaid Striping, Project No. 19-036, in the amount of \$109,970.00. Furthermore, it is recommended that Council authorize a construction contingency account, in the amount of \$10,000.00, for a total project amount of \$119,970.00.

Summary

On Tuesday, May 5, 2020, three (3) bids were received for the 2020 Inlaid Striping, Project No. 19-036. The bid received for this work is as follows:

<u>CONTRACTOR</u>	<u>BUSINESS LOCATION</u>	<u>BID AMOUNT</u>
<b>Keyhole Technologies</b>	<b>Casper, Wyoming</b>	<b>\$109,970.00</b>
Traffic Safety Services	Bismarck, North Dakota	\$179,810.00
Superior Signs	Casper, Wyoming	\$214,020.40

The 2020 Inlaid Striping Project includes removing and replacing the existing inlaid pavement markings on East 2<sup>nd</sup> Street from South Conwell Street to South Beech Street, North Center Street from East 1<sup>st</sup> Street to East E Street, and the intersection of East 2<sup>nd</sup> Street and South Beverly Street. The pavement markings have failed due to normal wear and tear after being installed in the early 1990s. The new inlaid pavement markings are expected to last an additional twenty (20) plus years after installation. Work is scheduled to be completed by August 21, 2020. The estimate prepared by the City Engineering Division was \$220,510.00.

As required by Wyoming State Statute 16-6-102, in-state bidders receive a five percent (5%) bid preference. As the low bidder was from in-state, no bid preference was granted. A notice was published in the local newspaper once a week for two consecutive weeks as required by State Statute, and the project was advertised on the City of Casper's website ([www.casperwy.gov](http://www.casperwy.gov)).

Financial Considerations

Funding will be from the One Cent #16 Optional Sales Tax Fund allocated to the Miscellaneous Street Improvements.

Oversight/Project Responsibility

Terry Cottenoir, Engineering Technician, Public Services

Attachments

Resolution

Agreement

STANDARD FORM OF  
AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is made between the City of Casper, 200 North David Street, Casper, Wyoming 82601, hereinafter referred to as the "Owner," and with Keyhole Technologies, LLC, P.O. Box 2590, Mills, Wyoming 82644, hereinafter referred to as the "Contractor."

WHEREAS, the City of Casper desires to remove and replace the existing inlaid pavement markings on East 2<sup>nd</sup> Street from South Conwell Street to South Beech Street, North Center Street from East 1<sup>st</sup> Street to East E Street, and the intersection of East 2<sup>nd</sup> Street and South Beverly Street; and,

WHEREAS, Keyhole Technologies, LLC, is able and willing to provide those services specified as the 2020 Inlaid Striping, Project No. 19-036.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract Documents for the 2020 Inlaid Striping, Project No. 19-036, hereinafter referred to as the "Work."

ARTICLE 2. ENGINEER.

The Project has been designed by the City of Casper, who is hereinafter referred to as the "Engineer" and who is to act as Owner's representative, assume all duties and responsibilities and have the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3. CONTRACT TIME.

- 3.1 The Work will be substantially completed by **August 21, 2020**, and completed and ready for final payment in accordance with Article 14 of the General Conditions by **August 28, 2020**.
- 3.2 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not substantially completed by the time specified in Paragraph 3.1 above, plus any extension thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not substantially completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner Five Hundred Dollars (\$500.00) for each day that expires after the time specified in Paragraph 3.1 for substantial completion. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining work within the time specified in paragraph 3.1 for completion and readiness for

final payment or any proper extension thereof granted by Owner, Contractor shall pay Owner Two Hundred Dollars (\$200.00) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment. It is further agreed that such liquidated damages are not a penalty, but represent the parties' best estimate of actual damages.

#### ARTICLE 4. CONTRACT PRICE.

In consideration of the performance of the work in accordance with the Contract documents for this Unit Price Contract, Owner shall pay Contractor in current funds a not-to-exceed total contract price of One Hundred Nine Thousand Nine Hundred Seventy Dollars (\$109,970.00), subject to additions and deductions by Change Order approved by the Owner. The contract fee shall be based on materials actually furnished and installed and services actually provided based on the unit prices contained in the Bid Form, included as Exhibit "A" (pages BF-1 through BF-4, Bid Form) and Itemized Bid Schedule, included as Exhibit "B" (page BS-1, Bid Schedule) and by this reference made a part of this Agreement.

#### ARTICLE 5. PAYMENT PROCEDURES.

Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed through the Engineer as provided in the General Conditions.

- 5.1 Progress Payments. Contractor's Applications for Payment, as recommended by Engineer, shall be submitted to City Engineering Staff on or before the 25<sup>th</sup> day of each month during construction, and Owner shall mail progress payments in the following month one day after the second monthly meeting of the Casper City Council. Progress payments shall be structured as provided below. All progress payments will be on the basis of the progress of the Work measured by the Schedule of Values provided for in Paragraph 14.1 of the General Conditions, subject to the cutoff and submittal dates provided in the General Provisions.
  - 5.1.1 Prior to payment of fifty percent (50%) of Total Contract Price, progress payments will be made in an amount equal to ninety percent (90%) of the Work completed, and ninety (90%) of Invoice Cost of materials and equipment not incorporated in the Work but delivered and suitably stored, less in each case the aggregate of payments previously made.
  - 5.1.2 After payment of fifty percent (50%) of Total Contract Price has been made, Owner shall withhold such amounts necessary so the total retainage is equal to five percent (5%) of the Total Contract Price.
  - 5.1.3 In the event the Contractor makes only one application for payment upon substantially completing the Work, progress payment will be made in an amount equal to ninety-five percent (95%) of the Work completed. Owner shall withhold five

percent (5%) of the work completed as retainage, said retainage to be paid in accordance with the provisions of Paragraph 5.2, Final Payment.

5.1.4 Should amounts owed by the Contractor to the City for any goods, services, licenses, permits or any other item or purpose remain unpaid beyond the City's general credit policy, those amounts may be deducted from the payment being made by the City to the Contractor pursuant to this agreement.

5.2 Final Payment. Upon final completion and acceptance of the Work in accordance with Article 14 of the General Conditions, Engineer shall recommend payment and present Contractor's Final Application for Payment to the City. Pursuant to Wyoming State Statutes, final payment cannot be made until forty-one (41) days after publication of the first Notice of Completion.

#### ARTICLE 6. WITHHELD FUNDS.

Pursuant to Wyoming Statutes Section 16-6-701 et seq., withheld percentages for Contracts exceeding Twenty-Five Thousand Dollars (\$25,000.00) will be retained in an account in the name of the Contractor (except when specifically waived in writing by Contractor) which has been assigned to the Owner until the Contract is completely, satisfactorily, and finally accepted by the Owner. Unless a depository is designated by the Contractor in a written attachment hereto, the Contractor's signature hereon shall act as authority for the Owner to designate a retainage depository on behalf of the Contractor, for the purposes specified in Wyoming Statutes Section 16-6-704. The Contractor's signature hereon shall act as an assignment of the depository account to the Owner, as provided by Wyoming Statutes Section 16-6-701 et seq., whether the depository is designated by the Contractor or by the Owner.

#### ARTICLE 7. CONTRACTOR'S REPRESENTATIONS.

In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

- 7.1 Contractor has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state, and local Laws and Regulations that in any manner may affect cost, progress, or performance of the Work.
- 7.2 Contractor has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress, or performance of the work which were relied upon by Engineer in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.
- 7.3 Contractor has made or caused to be made examinations, investigations, and tests and studies as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Contract

Documents; and no additional examinations, investigations, tests, reports, or similar data are or will be required by Contractor for such purposes.

- 7.4 Contractor has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the terms and conditions of the Contract Documents.
- 7.5 Contractor has given Engineer written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor.

#### ARTICLE 8. CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire agreement between Owner and Contractor are attached to this Agreement, made a part hereof and consist of the following:

- 8.1 This Agreement (Pages SFA-1 to SFA-6, inclusive).
- 8.2 Joint Account Agreement or Letter of Forfeiture waiving same.
- 8.3 Exhibit "A" - Bid Form (Pages BF-1 to BF-4, inclusive).
- 8.4 Exhibit "B" - Bid Schedule (Page BS-1, inclusive).
- 8.5 Addenda No. (1).
- 8.6 Performance and Labor and Payment Bonds.
- 8.7 Certificates of Insurance, of Workers' Compensation Coverage, and of Unemployment Insurance Coverage.
- 8.8 General Conditions (Pages 00700-1 to 00700-42, inclusive).
- 8.9 Supplementary Conditions (Pages SC-1 to SC-16, inclusive).
- 8.10 Technical Specifications, consisting of eight (8) sections.
- 8.11 Notice of Award.
- 8.12 Notice to Proceed.
- 8.13 Minutes of the Pre-Bid Conference, if any.
- 8.14 Contract Drawings, consisting of thirteen (13) sheets, with each sheet bearing the following general title:

**2020 Inlaid Striping, Project No. 19-036**

- 8.15 Shop Drawings and other Submittals furnished by Contractor during performance of the Work and accepted by the Owner.
- 8.16 Any modifications, amendments, and supplements, including Change Orders, issued pursuant to Paragraphs 3.04 and 3.05 of the General Conditions, on or after the effective date of this Agreement.
- 8.17 Notice of Substantial Completion.

ARTICLE 9. GOVERNMENTAL CLAIMS ACT

The City does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 et seq. The City specifically reserves the right to assert any and all immunities, rights, and defenses it may have pursuant to the Wyoming Governmental Claims Act.

*(This space intentionally left blank)*



ARTICLE 10. MISCELLANEOUS PROVISIONS.

Terms used in this Agreement, which are defined in the General Conditions, shall have the meanings designated in those conditions.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in one (1) original copy on the day and year below written.

DATED this 19th day of May, 2020.

APPROVED AS TO FORM:

Walker Tremel

CONTRACTOR:

Keyhole Technologies, LLC

WITNESS:

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

OWNER:

CITY OF CASPER, WYOMING  
A Municipal Corporation

ATTEST:

By: \_\_\_\_\_

By: \_\_\_\_\_

Fleur Tremel

Steven K. Freel

Title: City Clerk

Title: Mayor

EXHIBIT "A"  
STANDARD  
BID FORM  
(Approved by City Attorney, 1995)

PROJECT IDENTIFICATION:      City of Casper  
   **2020 Inlaid Striping**  
   **Project No. 19-036**

THIS BID SUBMITTED TO:      City of Casper  
   200 North David Street  
   Casper, Wyoming 82601

1.    The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the City in the form included in the Bidding Documents and to complete all Work as specified or indicated in the Bidding Documents for the Contract Price by **August 21, 2020**, and completed and ready for final payment not later than **August 28, 2020**, in accordance with the Bidding Documents.
2.    Bidder accepts all of the terms and conditions of the Advertisement for Bids and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Guaranty. This Bid will remain effective for thirty (30) days after the day of Bid opening. Bidder will sign the Agreement and submit the Bonds and other documents required by the Bidding Documents within thirty (30) days after the date of the City's Notice of Award.
3.    Notice that preferences will be granted pursuant to Wyoming Statutes Section 16-6-101, et seq., is hereby acknowledged.
4.    In submitting this Bid, Bidder represents, as more fully set forth in the Bidding Documents, that:
  - A.    Bidder has examined copies of all the Bidding Documents and of the following addenda (receipt of all which is hereby acknowledged):  

Addendum No. <u>  1  </u>	Dated <u>  April 20, 2020  </u>
Addendum No. _____	Dated _____
  - B.    Bidder has examined the site and locality where the work is to be performed, the federal, state, and local Laws and Regulations, and the conditions affecting cost, progress, or performance of the work and has made such independent investigations as Bidder deems necessary;
  - C.    This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, corporation, or other business entity. Bidder has not directly or

indirectly induced or solicited any other Bidder to submit a false or sham Bid. Bidder has not solicited or induced any person, firm, or a corporation to refrain from bidding. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or against the City.

5. Bidder is bidding all schedules, alternates, if any, and will complete the Work for unit price(s) stated on the attached bid schedule based on materials actually furnished and installed and services actually provided. The Bid is summarized below on the basis of estimated quantities:

TOTAL BASE BID, IN NUMERALS: \$ 109,970.<sup>00</sup>

TOTAL BASE BID, IN WORDS: One hundred and nine thousand nine hundred and seventy DOLLARS.

6. Bidder agrees that the work for the City will be as provided above.
7. Bidder accepts the provisions of the Bidding Documents as to liquidated damages in the event of failure to complete the work on time, unless otherwise stated as provided below. Bidder agrees that such liquidated damages are not a penalty and that the amount provided is as close an estimate as possible to actual damages. Any exceptions or objections to this provision are stated in writing and attached hereto by Bidder.
8. The following documents are attached to and made a condition of this Bid:
- A. Required Bid Guaranty in the form of a Bid Bond. (Unless otherwise provided by the City.)
  - B. Exhibit "B" - Itemized Bid Schedule.
  - C. State of Wyoming Certificate of Residency Status, in conformance with the Instructions to Bidders.

9. Communications concerning this Bid shall be addressed to:

Address of Bidder: Po Box 2590  
Mills, Wyo 821044

10. The terms used in this Bid are defined in and have the meanings assigned to them in the General Conditions, except as provided in the Supplementary Conditions and Bidding Documents.

Submitted on May 5, 2020.

Bidder is bidding as a Resident (Insert Resident or Non-Resident)

IF BIDDER IS:

AN INDIVIDUAL

By: \_\_\_\_\_ (seal)  
(Individual's Name)

doing business as: \_\_\_\_\_

Business Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone Number: \_\_\_\_\_

A PARTNERSHIP

By: \_\_\_\_\_ (seal)  
(Firm's Name)

\_\_\_\_\_  
(General Partner)

Business Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone Number: \_\_\_\_\_

A CORPORATION OR LIMITED LIABILITY COMPANY

By: Keyhole Technologies LLC (seal)  
(Corporation's or Limited Liability Company's Name)

Wyoming  
(State of Incorporation or Organization)

By: *Thomas C. Murphy* (seal)

(Title) Thomas Clark Murphy  
General Manager, Owner

(Seal)

Attest: *Emily Benton*  
Emily Benton

Business Address: 5100 N. Poison Spider Rd.  
Casper, WY 82604  
mailing Po Box 2590 Mills, WY 82644

Phone Number: (307) 472-2103

A JOINT VENTURE

By: \_\_\_\_\_ (seal)  
(Name)

\_\_\_\_\_  
(Address)

By: \_\_\_\_\_ (seal)  
(Name)

\_\_\_\_\_  
(Address)

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

**EXHIBIT "B"**  
**BID SCHEDULE**

**2020 INLAID STRIPING**  
**PROJECT NO. 19-036**

Contractor shall furnish and install items as shown on the Drawings or called for in the Specifications. All costs not included in the schedule that are necessary to provide a complete, functional project as depicted in the Drawings and Specifications are to be considered incidental and merged with costs of other related bid items.

LS = Lump Sum      R&R = Remove and Replace      LF = Linear Feet      F&I = Furnish and Install  
SY = Square Yard      LBS = Pounds      CY = Cubic Yard      EA = Each

**Bid Schedule**

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
1	Mobilization and Bonding	LS	1	\$ 6,500. <sup>00</sup>	\$ 6,500. <sup>00</sup>
2	F&I Temporary Traffic Control	LS	1	\$ 10,000. <sup>00</sup>	\$ 10,000. <sup>00</sup>
3	R&R 8" Solid White Pavement Marking with Black Contrast	LF	1,650	\$ 7. <sup>00</sup>	\$ 11,550. <sup>00</sup>
4	R&R 8" Dash White Pavement Marking with Black Contrast	EA	210	\$ 65. <sup>00</sup>	\$ 13,650. <sup>00</sup>
5	R&R White Left Turn Lane Arrow	EA	18	\$ 340. <sup>00</sup>	\$ 6,120. <sup>00</sup>
6	R&R White Right Turn Lane Arrow	EA	3	\$ 340. <sup>00</sup>	\$ 1,020. <sup>00</sup>
7	R&R White Straight Arrow	EA	2	\$ 340. <sup>00</sup>	\$ 680. <sup>00</sup>
8	R&R T-Parking Space Pavement Marking	LF	190	\$ 9. <sup>00</sup>	\$ 1,710. <sup>00</sup>
9	R&R L-Parking Space Pavement Marking	LF	50	\$ 9. <sup>00</sup>	\$ 450. <sup>00</sup>
10	R&R 2'x8' White Cross-Walk Bars with Black Contrast	EA	32	\$ 185. <sup>00</sup>	\$ 5,920. <sup>00</sup>
11	R&R 4" Solid Yellow Pavement Marking	LF	9,680	\$ 5. <sup>00</sup>	\$ 48,400. <sup>00</sup>
12	R&R 4" Dash Yellow Pavement Marking	EA	62	\$ 60. <sup>00</sup>	\$ 3,720. <sup>00</sup>
13	Remove Existing Left Turn Arrow	EA	2	\$ 125. <sup>00</sup>	\$ 250. <sup>00</sup>
<b>TOTAL BID</b>					<b>\$ 109,970.<sup>00</sup></b>

• **BID IN WORDS:**

One hundred and nine thousand nine hundred  
Seventy dollars.

This bid submitted by: Thomas C. Murphy  
(Individual, partnership, corporation, or joint venture name)  
Thomas Clark Murphy  
PS 1 of 1

**ADDENDUM NO. 1**

to the

**BIDDING AND CONTRACT DOCUMENTS**

for the

**2020 INLAID STRIPING  
PROJECT NO. 19-036**

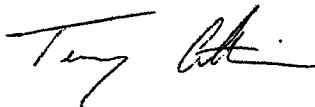
by

**CITY OF CASPER  
200 N. David  
Casper, Wyoming 82601**

**ADDENDUM DATE: April 20, 2020**

Receipt of this Addendum must be acknowledged by filling in the spaces provided below and including one (1) copy attached to the bid.


**APPROVED: (CITY OF CASPER)**



Terry Cottenoir, Engineering Tech II

**ACKNOWLEDGMENT OF RECEIPT OF  
ADDENDUM (BIDDER)**

Keyhole Technologies LLC  
Firm

  
By: Signature Thomas Clark Murphy

General Manager  
Title

5/4/20  
Date Received

RESOLUTION NO. 20-104

A RESOLUTION AUTHORIZING AN AGREEMENT WITH KEYHOLE TECHNOLOGIES, LLC, FOR THE 2020 INLAID STRIPING, PROJECT NO. 19-036.

WHEREAS, the City of Casper desires to remove and replace the existing inlaid pavement markings on East 2<sup>nd</sup> Street from South Conwell Street to South Beech Street, North Center Street from East 1<sup>st</sup> Street to East E Street, and the intersection of East 2<sup>nd</sup> Street and South Beverly Street; and,

WHEREAS, Keyhole Technologies, LLC, is able and willing to provide those services specified as the 2020 Inlaid Striping, Project No. 19-036; and,

WHEREAS, it would be in the best interest of the City to expedite changes in the project by allowing the City Manager to sign change orders effecting time extensions of no more than thirty (30) days, dollar amount changes no greater than Ten Thousand Dollars (\$10,000.00) and other project administration related change orders that do not substantially alter the scope of the project.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, an agreement with Keyhole Technologies, LLC, for those services, in the amount of One Hundred Nine Thousand Nine Hundred Seventy Dollars (\$109,970.00).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions throughout the project, retaining those amounts prescribed by the agreement, equal to a total amount not to exceed One Hundred Nine Thousand Nine Hundred Seventy Dollars (\$109,970.00), and Ten Thousand Dollars (\$10,000.00) for a construction contingency account, for a total project amount of One Hundred Nineteen Thousand Nine Hundred Seventy Dollars (\$119,970.00).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to sign change orders effecting time extensions of no more than thirty (30) days, changes in the dollar amount of the above described agreement not greater than the sum of Ten Thousand Dollars (\$10,000.00) and other project administration related change orders that do not substantially alter the scope of the project.

PASSED, APPROVED, AND ADOPTED this 19<sup>th</sup> day of May, 2020.



APPROVED AS TO FORM:  
(2020 Inlaid Striping, Project No. 19-036)

*Wallie Tremel*

---

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

---

Fleur Tremel  
City Clerk

---

Steven K. Freel  
Mayor

April 28, 2020

MEMO TO: J. Carter Napier, City Manager *scw*

FROM: Andrew Beamer, P.E., Public Services Director  
Ethan Yonker, P.E., Associate Engineer

SUBJECT: Authorizing Change Order #1 to the Agreement with Natare Corporation, for 181 contract days, for the Paradise Valley Pool and Marion Kreiner Pool Lining, Project No. 18-089

Meeting Type & Date

Regular Council Meeting

May 19, 2020

Action Type

Resolution

Recommendation

That Council, by resolution, authorize Change Order #1 to the Agreement with Natare Corporation, for 181 contract days, for the Paradise Valley Pool and Marion Kreiner Pool Lining, Project No. 18-089.

Summary

The Natare Corporation is under contract for the installation of membrane liners at the Paradise Valley Pool and Marion Kreiner Pool Facilities. The original schedule for the project required installation of the liners in the Spring of 2020. Due to the restrictions in travel caused by the Corona Virus, Natare was not able to perform the work as stipulated in the contract. Natare has worked with City Staff and proposes to complete the work this fall after the swimming season ends. Natare plans to ship materials and begin work in September and expects to complete the work by November 5, 2020. City staff has reviewed the proposal and recommends approval.

Financial Considerations

There are no contract price changes associated with this change order.

Oversight/Project Responsibility

Ethan Yonker, P.E., Associate Engineer, Public Services

Attachments

Resolution, Change Order #1

CITY OF CASPER  
CHANGE ORDER

NO. One (1)

PROJECT: Paradise Valley and Marion Kreiner Pool Lining, 18-089  
DATE OF ISSUANCE: 4/27/2020

OWNER: City of Casper, Wyoming

CONTRACTOR: Natare Corporation

ENGINEER: City of Casper, Engineering Department

You are directed to make the following changes in the Contract Documents:

Description: Change Order to change completion dates for the project due to Covid 19 related work restrictions.


Attachments: Change Order request from Natare Corporation dated 4/21/2020.


CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price: \$157,520.00	Original Contract Time: (days or date) Substantial completion: May 8, 2020; Final completion: May 22, 2020
Previous Change Order No. <u>0</u> :	Net change from previous Change Orders (days): <u>0</u>
Contract Price prior to this Change Order: \$157,520.00	Contract Time prior to this Change Order: Substantial completion: May 08, 2020; Final completion: May 22, 2020
Net change of this Change Order: \$0	Net Increase of this Change Order: (days) <u>181</u>
Contract Price with all approved Change Orders: \$157,520.00	Contract Time with all approved Change Orders:(date) Substantial completion: November 5, 2020; Final completion: November 19, 2020

ACCEPTED:

RECOMMENDED:

APPROVED:

BY:   
Contractor  
Matt Teout  
Natare Corporation  
4/28/20

BY:   
Engineer

BY: \_\_\_\_\_  
Owner



**Natare Corporation**

5905 W. 74th St.  
 Indianapolis, Indiana 46278-1786 • USA  
 (317) 290-8828 • (317) 290 9998 fax  
 natare@natare.com

**Change Order**

Change Order Number: **1**  
 Date: **April 21, 2020**  
 Natare Project No.: **5993**

**Project :** Paradise Valley Marion Kreiner Pool  
**Location:** Casper, WY  
**Customer:** City of Casper  
**Attn:** Ethan Yonker

*For further information, please contact:*  
**Natare Corporation**  
**Tyler Schlegel**  
**317 290-8828 • 800 336-8828**  
 tschlegel@natare.com

**We are pleased to offer our proposal for the following Natare equipment, systems, materials and services:**

**The Contract is changed as follows:**

Item / Reference / Product #	Quantity	Unit	Cost	Extension	Total Change Amount
Due to the Covid-19 pandemic and Stay At Home Orders restricting travel, The Installation of the Natare PVC Membrane Systems at Paradise Valley and Marion Kreiner Pools will be rescheduled until after the summer swim season. Natare will ship materials and mobilize Installation Crews the week of Labor Day 2020. Our installation crews will arrive onsite to receive and unload the materials delivery. The revised completion date is November 5, 2020. Note: This is contingent upon the duration of COVID-19 Pandemic.	1	ea.	\$0.00		
					\$0.00
					\$0.00
					\$0.00

**Total Add (Deduct): \$0.00**

**Contract Summary:**

The Original Contract Sum Was: \$ 157,520.00  
 The Contract Sum Prior To This Change Order Was: \$ 157,520.00  
 The Contract Sum Will Be Increased By This Change Order: \$ -  
**The New Contract Sum Including This Change Order Will Be: \$ 157,520.00**

Resulting Revised "Must Finish No Later Than Date" to be: **November 5, 2020**

*This Change Order is a continuation of and addition to the original contract between Natare and the purchaser and is offered under the same terms and conditions unless otherwise noted. Natare will not commence until it is executed and returned, additionally Natare is not responsible for any costs incurred due to the delay of the execution and return of this Change Order.*

Authorized By: \_\_\_\_\_ Submitted By: Tyler J. Schlegel

Date: \_\_\_\_\_ Date: **April 21, 2020**

**Tyler Schlegel**  
**Project Coordinator**

RESOLUTION NO. 20-105

A RESOLUTION AUTHORIZING CHANGE ORDER NO. 1 TO THE AGREEMENT WITH NATARE CORPORATION, FOR THE PARADISE VALLEY POOL AND MARION KREINER POOL LINING, PROJECT NO. 18-089.

WHEREAS, the City of Casper desires to add contract time to the Paradise Valley Pool and Marion Kreiner Pool Lining, Project No. 18-089; and,

WHEREAS, Natare Corporation, is able and willing to provide those services specified as Change Order No. 1 to the Paradise Valley Pool and Marion Kreiner Pool Lining, Project No. 18-089.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, Change Order No. 1 to the Agreement with Natare Corporation, for those services, in the amount of 181 calendar days.

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2020.

APPROVED AS TO FORM:  
(Natare Corporation – PV and MK Pool Lining 18-089)

  
\_\_\_\_\_


ATTEST:


\_\_\_\_\_  
Fleur Tremel  
City Clerk

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Steven K. Freel  
Mayor

May 5, 2020

MEMO TO: J. Carter Napier, City Manager 

FROM: Andrew Beamer, P.E., Public Services Director   
Bruce Martin, Public Utilities Manager

SUBJECT: Authorizing an Agreement between the Natrona County Conservation District and the City of Casper

Meeting Type & Date

Regular Council Meeting scheduled for May 19, 2020.

Action Type

Resolution

Recommendation

That Council, by resolution, authorize an agreement between the City of Casper and the Natrona County Conservation District (District) in the amount of \$35,000.

Summary

The District has been partially funded by the City of Casper from 1992 to 2006, in the amount of \$12,500 per year because of Casper's vested interest in water savings projects for the Casper-Alcova Irrigation District. Additional monies have been funded by Natrona County over the years. The District has also received grant funding from the Department of Environmental Quality (DEQ) and the Environmental Protection Agency (EPA) Clean Water 319 program, Wyoming Water Development Commission (WWDC), and other grant programs.

In February 2006, the District approached the Casper Public Utilities Advisory Board and requested an increase in Casper's participation to \$25,000 per year due to the increasing number and costs of programs undertaken by the District. This was approved by the Board and the amount of \$25,000 has been included in the Public Utilities budgets. This amount was matched by Natrona County.

The District approached the Casper Public Utilities Advisory Board in February 2015 and requested an increase in Casper's participation from \$25,000 per year to \$35,000 per year. The additional funding was requested to help pay for increasing costs of programs including cultural resources technical support. In addition, the District requested capital funding in the amount of \$200,000 over a four year period to be used for the installation of pipelines, sprinkler irrigation systems, and other Selenium Control Best Management Practices (BMP's) throughout the watershed. The CPU Advisory Board recommended the amount of \$85,000 (\$35,000 for operations; \$50,000 for capital) be included in the FY16 – FY19 Public Utilities budgets.

The District approached the CPU Advisory Board in April of this year requesting FY20 funding in the amount of \$35,000. The funding is to be used for direct and operational costs allowing the District to continue to manage active grants, apply for new grant opportunities, manage and implement ongoing irrigation BMPs, continue water quality programs, educational programs, and maintain public services and tree program. The \$35,000 funding request was approved by the CPU Advisory Board at their April 22, 2020 meeting.

Financial Considerations

Funding for this agreement will be from the Wastewater Treatment Plant Fund (\$30,000) and the Water Fund (\$5,000).

Oversight/Project Responsibility

The agreement will be administered by Bruce Martin, Public Utilities Manager.

Attachments

Resolution

Agreement

**AGREEMENT BETWEEN THE CITY OF CASPER AND  
THE NATRONA COUNTY CONSERVATION DISTRICT**

THIS AGREEMENT is made and entered into this 19<sup>th</sup> day of May, 2020, by and between the City of Casper, Wyoming, a municipal corporation, 200 North David Street, Casper, Wyoming 82601, hereinafter referred to as "City," and Natrona County Conservation District, 5880 Enterprise Drive, Suite 100, Casper, Wyoming 82609, hereinafter referred to as "District."

WHEREAS, City is authorized to contract with certain agencies to provide various services within its jurisdiction, pursuant to Wyoming Statute § 15-1-111; and,

WHEREAS, the District and the City desire to enter into a contract for the District to provide the services described in this Agreement for the compensation as set forth below.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and conditions set forth hereunder, the parties agree as follows:

1. The terms of the Agreement shall be for a period of twelve (12) months, commencing April 1, 2020, and terminating March 31, 2021.
2. The parties agree that the total contract price of services to be provided by District, shall be the sum of Thirty-Five Thousand Dollars (\$35,000.00), payable to District upon receipt of a signed City voucher.
3. District agrees to utilize funding provided via this Agreement for direct and administrative costs for the purposes expressed in the Natrona County Conservation District FY2019 Annual Report and the FY2020 Annual Plan as attached hereto and incorporated herein as Exhibit "A".
4. District shall keep and maintain proper records, and shall make an annual financial report to City following the close of the 2020 Fiscal Year. District shall make quarterly reports to the City throughout the 2020 Fiscal Year.
5. District agrees to comply with all applicable federal, state, and local laws and regulations and covenants not to discriminate or engage in any practice that has the effect of discriminating against any person on the basis of race, color, national origin, sex, age, or disability, in furnishing or by refusing to furnish to such person or persons the use of any facility or participation in any program including any and all services, privileges, accommodations, and activities provided thereby. District agrees to give written assurances to City of steps taken to ensure an absence of discrimination against the participants in its programs and activities.



6. District agrees to procure and maintain public liability and property damage insurance in amounts not less than Two Hundred Fifty Thousand Dollars (\$250,000.00), for any claimant for any number of claims arising out of a single transaction or occurrence. Five Hundred Thousand Dollars (\$500,000.00) for all claims of all claimants arising out of a single transaction or occurrence, and Fifty Thousand Dollars (\$50,000.00) for property damage coverage. All policies shall provide that they are primary coverage without any right of contribution from any other insurance policy or other sources of the City, and that they will not be cancelled without thirty (30) days prior written notice to City. District hereby agrees to provide the City with copies of said insurance policies and/or certificates of insurance attesting to said coverage upon the execution of this Agreement. The intent of this section is to insure that sufficient funds are available to fully insure City for the full amounts of its potential liability under the Wyoming Governmental Claims Act, W.S. § 1-39-101 et seq. District hereby agrees to carry Workers' Compensation coverage for its employees in the amounts and limits as provided by Wyoming law with proof of coverage being provided to the City as described above.
7. District agrees to promptly pay, as they become due, all claims, debts, and charges, which it may incur as a result of the program herein contained, and shall hold and save City harmless of any such claims and debts.
8. The City and the District do not waive any right or rights they may have pursuant to the Wyoming Governmental Claims Act, W.S. § 1-39-101 et seq., and the City and the District specifically reserve the right to assert any and all rights, immunities, and defenses they may have pursuant to the Wyoming Governmental Claims Act.
9. This Agreement shall be binding upon the parties hereto, their respective successors, and assigns.

[The rest of this page is intentionally left blank.]

EXECUTED the day and year first set forth above.

APPROVED AS TO FORM:



ATTEST:

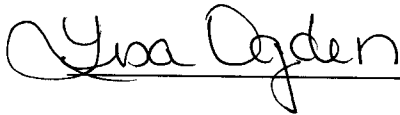
CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Fleur Tremel  
City Clerk


\_\_\_\_\_  
Steven K. Freel  
Mayor

WITNESSETH:

NATRONA COUNTY  
CONSERVATION DISTRICT

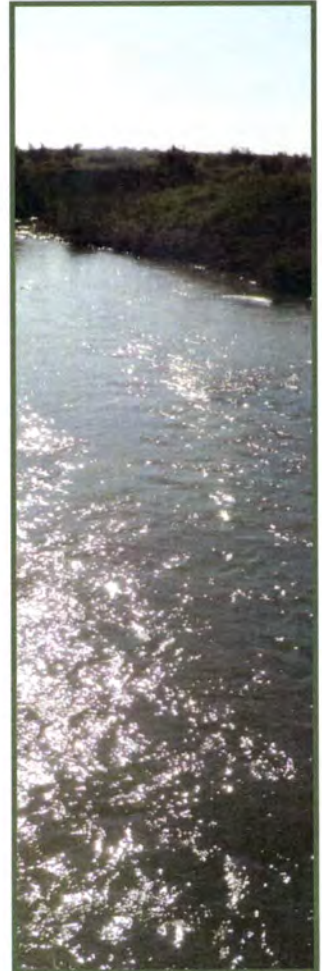


By: District Manager

  
\_\_\_\_\_  
Andrew C. Anderson  
Chairman

# Natrona County Conservation District

## Integrated FY 2019 Annual Report & FY 2020 Annual Plan





# Table of Contents



**Natrona County  
Conservation District**

5880 Enterprise Drive, Suite 100  
Casper, Wyoming 82609  
307.261.5436 Ext. 4

lisa.ogden@wy.nacdnet.net  
www.nccdwyoming.com

## Integrated FY2019 Report & FY2020 Plan

NCCD Mission .....	2
NCCD Board of Supervisors & Staff.....	2
Natrona County Surface Water Quality .....	3
NCCD Priorities.....	3
North Platte River De-Listing.....	4
EPA Success Story .....	5
FY2019 Projects in the Watershed.....	6
FY2020 Projects in the Watershed.....	7
Conservation Seedling Trees.....	8
Education .....	9
Financial Report .....	10

*Conserving our natural resources while  
preserving our way of life.*



NCCD Board of Supervisors & Staff

Back Row (Left to Right):

**Kenny Wolfley**—NRCS District Conservationist, **Dennis Scott**—Vice-Chairman, **Scott Smith**—Supervisor, **Len Camp**—Supervisor

Front Row (Left to Right):

**Andy Anderson**—Chairman, **Lisa Ogden**—District Manager, **Tammy Cobb**—Treasurer



## Natrona County Surface Water Quality -

Total watershed health is the top priority for the Natrona County Conservation District (NCCD). Watershed health includes all aspects of water quality (both chemical and biological), water availability, soil health and management, as well as rangeland quality. The NCCD works to maintain and improve the health of the watershed by implementing best management practices (BMPs) that are determined to be an effective and realistic means of preventing or reducing the amount of pollution generated by nonpoint sources to a level compatible with water quality goals.

Large deposits of Cody Shale are prevalent in the underlying geology of much of Natrona County. As a result, large concentrations of the heavy metal selenium are abundant within the soil. Due to the metal's characteristic of being highly soluble in water, the North Platte River and its associated drainages are quite vulnerable to high levels of selenium. The BMPs that are implemented by landowners in partnership with NCCD are primarily focused on the reduction of selenium transportation through the watershed, but also emphasize protection of water quality and promotion of soil conservation within our watershed.



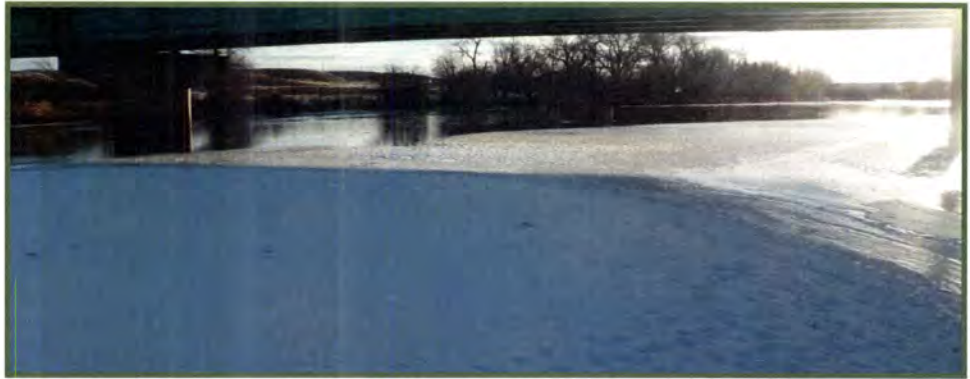
# Water Quality



### NCCD Priorities

- Overall Health of the Watershed
- Water Quality & Quantity
- Proper Soil Management
- Rangeland Quality
- Landowner Education & Technical Assistance
- Locally Led & Realistic Conservation
- Ongoing Partnership Development
- Voluntary Landowner Participation
- Conservation Seedling Tree Sales

Exciting  
News!!



### *Selenium in the North Platte River*

In 1998, thirty-seven miles of the North Platte River as it flows through Casper, was added to the 303(d) List due to excess selenium loading. In 2014, years of water quality data collected by the NCCD was presented to WDEQ for evaluation to determine if the North Platte River was meeting the chronic selenium criteria (<5 mcg/L). After two additional years of more intense sampling, the WDEQ recommended in “Wyoming’s Draft 2016/2018 Integrated 303(d) Report” that the segment of the North Platte River from the confluence with Muddy Creek upstream to the confluence with Poison Spider Creek be moved from the 303(d) List to Category 2 in 2018.



**Now for the exciting news! The North Platte River was officially delisted from the 303(d) List as of September of 2018!!!**

This is good news for all residents of Natrona County and the City of Casper. The health of the river is improving, with less selenium loading than in previous years. This helps to improve habitat for aquatic life, enhance water quality for wildlife and livestock as well as for residents and visitors who recreate on the North Platte River.

There is still work to be done in the watershed. Still listed on the 303(d) List as impaired for selenium are Casper Creek, Poison Spider Creek, Poison Spring Creek, Oregon Trail Drain, and four ponds and reservoirs. The NCCD will continue to focus on BMPs that will minimize the migration of selenium within our watershed utilizing grant awards, through partnerships and leadership in watershed health issues.

The NCCD is incredibly honored to have been a part of the de-listing process, along with landowners, Natural Resources Conservation Service (NRCS), the City of Casper, Natrona County Commissioners, and Casper Alcova Irrigation District (CAID).



Read "Wyoming's  
2016/2018  
Integrated 305(b)  
and 303(d) Report"  
at  
[nccdwyoming.com](http://nccdwyoming.com).



## NONPOINT SOURCE SUCCESS STORY

# Wyoming

### Irrigation Practices Restore Water Quality in the North Platte River

#### Waterbody Improved

Irrigation of cropland overlying cretaceous shale formations contributes to high selenium concentrations in the North Platte River near the city of Casper. In 1998, the Wyoming Department of Environmental Quality (WDEQ) added a 36.8-mile segment of the river to the Clean Water Act (CWA) section 303(d) list due to aquatic life, coldwater fisheries, and wildlife designated uses being impaired by selenium. Voluntary restoration efforts led by Natrona County Conservation District (NCCD) in cooperation with many partners have reduced selenium loading to the river from irrigated cropland activities. The segment of the North Platte River now meets the selenium water quality criterion, and WDEQ has removed it from the impaired waters list in the 2016/2018 305(b)/303(d) Integrated Report.



Read the Entire  
EPA Success Story  
& In-Depth Story  
at  
[nccdwyoming.com](http://nccdwyoming.com).



Project wide decrease in annual mean selenium levels from 2003—2018.

# FY2019 Projects in the Watershed



Actual FY2019—

Flood to Sprinkler ~

**219 Acres**

Earthen Ditch  
Eliminated ~

**5,380 Feet**

Pipeline Installed ~

**7,330 Feet**

Investment in the  
Watershed ~

**\$738,526**



## FY2019 Completed Water Quality Projects:

In FY2019, the NCCD and partners saw the completion of the following Best Management Practices (BMPs):

- 219 acres of previously flood irrigated cropland to sprinkler irrigation;
- 5,380 feet of earthen ditches eliminated;
- 7,330 feet of buried pipeline installed;
- 224 acres implemented Irrigation Water Management (IWM).

BMPs were completed utilizing:

- WDEQ Non-Point Source grants (\$199,283);
- NRCS's EQIP funding (\$10,605);
- Casper Alcova Irrigation District (\$246,359);
- City of Casper/Natrona County (\$100,000);
- Landowners (\$182,279);
- Total investment in the watershed of \$738,526.

Water quality sampling continued throughout the fiscal year, with monthly water samples taken from 11 sampling sites throughout the watershed. The samples were analyzed for

total selenium and the results were compiled within the 2018 annual water quality report for the NCCD and WDEQ. The project-wide mean annual selenium levels are shown on page 5. Selenium levels in our watershed have continued to decrease overall since 2003.







*Planned Water Quality Projects for FY2020:*

The NCCD has three irrigation conversion projects under contract now, expected to be completed during FY2020. These projects will convert another 100 acres of presently flood-irrigated cropland to sprinklers, and see the installation of 1,000 feet of pipeline to replace earthen ditch. The NRCS presently has an additional four irrigation projects to be completed in FY2020.

Several additional landowners have approached the NRCS and NCCD regarding cost share opportunities for irrigation projects, wells, or stock pipelines and tanks. All cost share projects are voluntary for the landowners, and the projects are designed in partnership with the landowners.

Water quality sampling in the watershed will continue on a monthly basis, on no less than 10 sampling sites each month. During FY2020, the NCCD's Sampling Analysis Plan (SAP) will be updated to reflect the de-listing of the North Platte River and any other needed changes to our water sampling schedule.

The NCCD continues to establish partnerships with land-



owners, government and private agencies, and our elected officials. The NCCD District Manager and the Board of Supervisors will continue to seek out and secure funding for projects that are beneficial to the watershed, the wildlife, the landowners, and the community.

*Projected for FY2020 -*

Flood to Sprinkler ~

**100 Acres**

Earthen Ditch  
Eliminated ~

**6,000 Feet**

Pipeline Installed ~

**6,000 Feet**

Investment in the  
Watershed ~

**\$300,000**

*FY2020  
Projects  
in the  
Watershed*





Seedling  
Tree  
Sales



FY2019—

- The NCCD sold 8,400 seedling trees and shrubs to 95 landowners, a record for the District;
- The most popular trees and shrubs sold include hardy apricot, caragana, Nanking cherry, native cottonwood, lilac, McDermand pear, wild rose, spruce, juniper and pine;
- 175 pounds of planting polymer sold;
- 18 rolls of 6'x300' weed barrier sold.

FY2020—

- Orders for delivery in May of 2020 begin in October of 2019;
- The latest order form can be found on the NCCD website, [www.nccdwyoming.com](http://www.nccdwyoming.com), along with abundant information on each tree species that is sold by the NCCD.





### FY2019—

- Watershed Tour with NRCS State Conservationist, Board of Supervisors and CAID in October of 2018;
- Selenium Classroom and Field Day at Natrona County High School in October of 2018;
- Project Presentation at WACD State Convention in November of 2019;
- Legislative Luncheon in December of 2019;
- Wyoming Watershed Conference Presentation for 76 Attendees;
- Hosted Irrigation Water Management/Soil Health Class in April of 2019 with 30 Attendees;
- Hosted Central Wyoming Tree School in February of 2019 with 38 Attendees;
- Manned the Central Wyoming Home Show Booth March of 2019
- Selenium Presentation at Casper College in March of 2019 for 20 Students

### FY2020—

- Watershed Health Presentations for the Local Community, as well as at National NACD Convention in February of 2020;
- Legislative Luncheon in December of 2020;
- Soil Health / Irrigation Water Management Classes;
- Central Wyoming Tree School in February of 2020;
- Central Wyoming Home Show Booth March of 2020.



# Financial Report

(the real dirt)




NCCD Financials	FY2019 Final	FY2020 Budget
<b>Beginning of Fiscal Year (FY)</b>		
Reserves	\$ 368,356	\$ 300,034
General Fund	\$ 6,623	\$ 23,728
<b>All Cash on Hand (Beginning of FY)</b>	<b>\$ 374,979</b>	<b>\$ 323,762</b>
<b>Revenue</b>		
Local Support (City of Casper/Natrona County)	\$ 70,000	\$ 70,000
State Support (WDA WQ Base & Lab Funds)	\$ 15,790	\$ 8,824
Gross Retail Sales (Seedling Trees, Polymer)	\$ 14,895	\$ 10,000
Grants (WDEQ 319, WWDC SWPP, WDA)	\$ 244,095	\$ 245,244
Project Funds (Selenium Funds-City/County)	\$ 81,678	\$ 81,678
Special Projects	\$ 490	\$ -
Interest	\$ 325	\$ 276
<b>Total FY Revenue</b>	<b>\$ 427,273</b>	<b>\$ 416,022</b>
<b>Expenditures</b>		
Administration (Personnel, Board & Office Exp.)	\$ 61,198	\$ 76,626
Operations (BMPs, Retail Costs, Educational)	\$ 410,385	\$ 515,448
Indirect (Insurance, Indirect Payroll Costs)	\$ 11,654	\$ 13,905
<b>Subtotal</b>	<b>\$ 483,237</b>	<b>\$ 605,979</b>
Difference in End of Year Liabilities	\$ 4,747	
<b>Total FY Expenditures</b>	<b>\$ 478,490</b>	<b>\$ 605,979</b>
<b>Total Cash on Hand Fiscal Year End (FYE)</b>	<b>\$ 323,762</b>	<b>\$ 133,805</b>
<b>End of Fiscal Year (FY)</b>		
FYE Balance of Capital Reserves	\$ 15,000	\$ 15,000
FYE Balance of Restricted Reserves (PrePaid Grant & Project Funds)	\$ 225,034	\$ 35,000
FYE Balance of Emergency Reserves (1 Year Operating Costs)	\$ 60,000	\$ 60,000
<b>Total Reserves FYE</b>	<b>\$ 300,034</b>	<b>\$ 110,000</b>
<b>NCCD General Fund at FYE</b>	<b>\$ 23,728</b>	<b>\$ 23,805</b>



May 5, 2020

MEMO TO: J. Carter Napier City Manager 

FROM: Andrew B. Beamer, P.E., Public Services Director   
Andrew Colling, Engineering Tech

SUBJECT: Authorizing an agreement with Crown Construction, LLC, in the amount of \$320,500, for the 2020 2<sup>nd</sup> Street Concrete Repairs, Project No. 19-044.

Meeting Type & Date:  
Regular Council Meeting  
May 19, 2020

Action Type  
Resolution

Recommendation:  
That Council, by resolution, authorize an agreement with Crown Construction, LLC., in the amount of \$320,500, for the 2020 2<sup>nd</sup> Street Concrete Repairs, Project No. 19-044. Furthermore, it is recommended that Council authorize a construction contingency account, in the amount of \$30,000, for a total project amount of \$350,500.

Summary:  
On Tuesday, May 5, 2020, four (4) bids were received for the 2020 2<sup>nd</sup> Street Concrete Repairs, Project No. 19-044. The bids received for this work are as follows:

<u>CONTRACTOR</u>	<u>BUSINESS LOCATION</u>	<u>BASE BID</u>
<b>Crown Construction</b>	<b>Casper, Wyoming</b>	<b>\$320,500</b>
Ramshorn Construction	Casper, Wyoming	\$388,840
Treto Construction, LLC	Casper, Wyoming	\$408,500
Andreen Hunt	Mills, Wyoming	\$681,350

The project includes the removal and replacement of curb and gutter along 2<sup>nd</sup> Street between Ash Street and Wyoming Boulevard. Additionally, damaged sidewalk will be replaced and settled paving sections replaced. The completion date for the project is September 25, 2020. The estimate prepared by the City Engineering Division was \$420,000.

As required by State Statute, in-state bidders receive a five percent (5%) bid preference. A notice was published in the local newspaper once a week for two consecutive weeks as required by State Statute and the project was advertised on the City of Casper's website ([www.casperwy.gov](http://www.casperwy.gov)).

Crown Construction, LLC  
2020 2<sup>nd</sup> Street Concrete Repairs  
Project No. 19-044

Financial Considerations:

Funding for this project will be from Budgeted One Cent #15 Optional Sales Tax Funds.

Oversight/Project Responsibility:

Andrew Colling, Engineering Tech

Attachments:

Resolution

Agreement

STANDARD FORM OF  
AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is made between the City of Casper, 200 North David Street, Casper, Wyoming 82601, hereinafter referred to as the "Owner," and with Crown Construction, LLC, PO Box 664, Mills, Wyoming 82644, hereinafter referred to as the "Contractor."

WHEREAS, the City of Casper desires to make concrete repairs along 2<sup>nd</sup> Street between David Street and Wyoming Boulevard and,

WHEREAS, Crown Construction, LLC is able and willing to provide those services specified as the 2020 2<sup>nd</sup> Street Concrete Repairs Project No. 19-044.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract Documents for the 2020 2<sup>nd</sup> Street Concrete Repairs Project No. 19-044, hereinafter referred to as the "Work."

ARTICLE 2. ENGINEER.

The Project has been designed by the City of Casper, who is hereinafter referred to as the "Engineer" and who is to act as Owner's representative, assume all duties and responsibilities and have the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3. CONTRACT TIME.

- 3.1 The Work will be substantially completed by September 25, 2020, and completed and ready for final payment in accordance with Paragraph 14.13 of the General Conditions by October 2, 2020.
- 3.2 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not substantially completed by the time specified in Paragraph 3.1 above, plus any extension thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not substantially completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner Five Hundred Dollars (\$500) for each day that expires after the time specified in Paragraph 3.1 for substantial completion. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by Owner, Contractor shall pay Owner



Two Hundred Dollars (\$200.00) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment. It is further agreed that such liquidated damages are not a penalty, but represent the parties' best estimate of actual damages.

#### ARTICLE 4. CONTRACT PRICE.

In Consideration of the performance of the work in accordance with the Contract documents for this Unit Price Contract, Owner shall pay Contractor in current funds a not-to-exceed total contract price of Three Hundred Twenty Thousand Five Hundred and 00/100 Dollars (\$320,500) subject to additions and deductions by Change Order approved by the Owner. The contract fee shall be based on materials actually furnished and installed and services actually provided based on the unit prices contained in the Bid Form and Itemized Bid Schedule, included as Exhibit "A" (pages BF-1 through BF-4, Bid Form and BS-1, Bid Schedule) and by this reference made a part of this Agreement.

#### ARTICLE 5. PAYMENT PROCEDURES.

Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed through the Engineer as provided in the General Conditions.

- 5.1 Progress Payments. Contractor's Applications for Payment, as recommended by Engineer, shall be submitted to City Engineering Staff on or before the 25th day of each month during construction, and Owner shall mail progress payments in the following month one day after the second monthly meeting of the Casper City Council. Progress payments shall be structured as provided below. All progress payments will be on the basis of the progress of the Work measured by the Schedule of Values provided for in Paragraph 14.1 of the General Conditions, subject to the cutoff and submittal dates provided in the General Provisions.
  - 5.1.1 Prior to payment of fifty percent (50%) of Total Contract Price, progress payments will be made in an amount equal to ninety percent (90%) of the Work completed, and ninety percent (90%) of Invoice Cost of materials and equipment not incorporated in the Work but delivered and suitably stored, less in each case the aggregate of payments previously made.
  - 5.1.2 After payment of fifty percent (50%) of Total Contract Price has been made, Owner shall withhold such amounts necessary so the total retainage is equal to five percent (5%) of the Total Contract Price.
  - 5.1.3 In the event the Contractor makes only one application for payment upon substantially completing the Work, progress payment will be made in an amount equal to ninety-five percent (95%) of the Work completed. Owner shall withhold five percent (5%) of the work completed as retainage, said retainage to be paid in accordance with the provisions of Paragraph 5.3, Final Payment.

- 5.1.4 Should amounts owed by the Contractor to the City for any goods, services, licenses, permits or any other item or purpose remain unpaid beyond the City's general credit policy, those amounts may be deducted from the payment being made by the City to the Contractor pursuant to this agreement.
- 5.2 OWNER may withhold progress payments if CONTRACTOR fails to submit an updated progress schedule with the application for payment as detailed in Section 01310 Progress Schedules.
- 5.3 Final Payment. Upon final completion and acceptance of the Work in accordance with Paragraph 14.13 of the General Conditions, Engineer shall recommend payment and present Contractor's Final Application for Payment to the City. Pursuant to Wyoming State Statutes, final payment cannot be made until forty-one (41) days after publication of the first Notice of Completion.

#### ARTICLE 6. WITHHELD FUNDS.

Pursuant to Wyoming Statutes Section 16-6-701 et seq., withheld percentages for Contracts exceeding \$25,000.00 will be retained in an account in the name of the Contractor (except when specifically waived in writing by Contractor) which has been assigned to the Owner until the Contract is completely, satisfactorily, and finally accepted by the Owner. Unless a depository is designated by the Contractor in a written attachment hereto, the Contractor's signature hereon shall act as authority for the Owner to designate a retainage depository on behalf of the Contractor, for the purposes specified in Wyoming Statutes Section 16-6-704. The Contractor's signature hereon shall act as an assignment of the depository account to the Owner, as provided by Wyoming Statutes Section 16-6-701 et seq., whether the depository is designated by the Contractor or by the Owner.

#### ARTICLE 7. CONTRACTOR'S REPRESENTATIONS.

In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

- 7.1 Contractor has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state, and local Laws and Regulations that in any manner may affect cost, progress, or performance of the Work.
- 7.2 Contractor has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress, or performance of the work which were relied upon by Engineer in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.
- 7.3 Contractor has made or caused to be made examinations, investigations, and tests and studies as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports, or similar data are or will be required by Contractor for such purposes.

- 7.4 Contractor has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the terms and conditions of the Contract Documents.
- 7.5 Contractor has given Engineer written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor.

#### ARTICLE 8. CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire agreement between Owner and Contractor are attached to this Agreement, made a part hereof and consist of the following:

- 8.1 This Agreement (Pages SFA-1 to SFA-5, inclusive).
- 8.2 Joint Account Agreement or Letter of Forfeiture waiving same.
- 8.3 Exhibit "A" - Bid Form (Pages BF-1 through BF-4) and Bid Schedule (BS-1).
- 8.4 Addenda No. (0).
- 8.5 Performance and Payment Bonds.
- 8.6 Certificates of Insurance, of Workers' Compensation Coverage, and of Unemployment Insurance Coverage.
- 8.7 General Conditions (Pages 00700-1 to 00700-42, inclusive).
- 8.8 Supplementary Conditions (Pages SC-1 to SC-16, inclusive).
- 8.9 General Requirements, consisting of seven (7) sections.
- 8.10 Special Provisions consisting of nine (9) sections.
- 8.11 Notice of Award.
- 8.12 Notice to Proceed.
- 8.13 Minutes of the Pre-Bid Conference, if any.
- 8.14 Contract Drawings, with each sheet bearing the following general title:
- 2020 2<sup>nd</sup> Street Concrete Repairs Project No. 19-044**
- 8.15 Shop Drawings and other Submittals furnished by Contractor during performance of the Work and accepted by the Owner.

8.16 Any modifications, amendments, and supplements, including Change Orders, issued pursuant to Paragraphs 3.04 and 3.05 of the General Conditions, on or after the effective date of this Agreement.

8.17 Notice of Substantial Completion.

ARTICLE 9. GOVERNMENTAL CLAIMS ACT

The City does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 et seq. The City specifically reserves the right to assert any and all immunities, rights, and defenses it may have pursuant to the Wyoming Governmental Claims Act.

ARTICLE 10. MISCELLANEOUS PROVISIONS.

Terms used in this Agreement, which are defined in the General Conditions, shall have the meanings designated in those conditions.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in one (1) original copy on the day and year below written.

DATED this 19<sup>th</sup> day of May, 2020.

APPROVED AS TO FORM:

*Walter Tremel*

CONTRACTOR:

Crown Construction, LLC

ATTEST:

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

OWNER:

CITY OF CASPER, WYOMING  
A Municipal Corporation

ATTEST:

By: \_\_\_\_\_

By: \_\_\_\_\_

Fleur Tremel

Steven K. Freel

Title: City Clerk

Title: Mayor

**EXHIBIT "A"**  
**STANDARD**  
**BID FORM**  
(Approved by City Attorney, 1995)

**PROJECT IDENTIFICATION:** City of Casper  
**2020 2<sup>nd</sup> Street Curb and Gutter**  
**Project No. 19-044**

**THIS BID SUBMITTED TO:** City of Casper  
200 North David Street  
Casper, Wyoming 82601

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the City in the form included in the Bidding Documents and to complete all Work as specified or indicated in the Bidding Documents for the Contract Price by September 25, 2020, and completed and ready for final payment not later than October 2, 2020 in accordance with the Bidding Documents.
2. Bidder accepts all of the terms and conditions of the Advertisement for Bids and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Guaranty. This Bid will remain effective for thirty (30) days after the day of Bid opening. Bidder will sign the Agreement and submit the Bonds and other documents required by the Bidding Documents within thirty (30) days after the date of the City's Notice of Award.
3. Notice that preferences will be granted pursuant to Wyoming Statutes Section 16-6-101, et seq., is hereby acknowledged.
4. In submitting this Bid, Bidder represents, as more fully set forth in the Bidding Documents, that:
  - A. Bidder has examined copies of all the Bidding Documents and of the following addenda (receipt of all which is hereby acknowledged):  
  
Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_  
Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_
  - B. Bidder has examined the site and locality where the work is to be performed, the federal, state, and local Laws and Regulations, and the conditions affecting cost, progress, or performance of the work and has made such independent investigations as Bidder deems necessary;
  - C. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, corporation, or other business entity. Bidder has not directly or

indirectly induced or solicited any other Bidder to submit a false or sham Bid. Bidder has not solicited or induced any person, firm, or a corporation to refrain from bidding. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or against the City.

5. Bidder is bidding all schedules, alternates, if any, and will complete the Work for unit price(s) stated on the attached bid schedule based on materials actually furnished and installed and services actually provided. The Bid is summarized below on the basis of estimated quantities:

TOTAL BASE BID, IN NUMERALS: \$ 320,500.00

TOTAL BASE BID, IN WORDS: Three hundred twenty thousand Five hundred DOLLARS.

6. Bidder agrees that the work for the City will be as provided above.
7. Bidder accepts the provisions of the Bidding Documents as to liquidated damages in the event of failure to complete the work on time, unless otherwise stated as provided below. Bidder agrees that such liquidated damages are not a penalty and that the amount provided is as close an estimate as possible to actual damages. Any exceptions or objections to this provision are stated in writing and attached hereto by Bidder.
8. The following documents are attached to and made a condition of this Bid:
- A. Required Bid Guaranty in the form of a Bid Bond. (Unless otherwise provided by the City.)
  - B. Itemized Bid Schedule.
  - C. State of Wyoming Certificate of Residency Status, in conformance with the Instructions to Bidders.
9. Communications concerning this Bid shall be addressed to:
- Address of Bidder: Crown Construction LLC  
PO Box 664  
Mills WY 82644
10. The terms used in this Bid are defined in and have the meanings assigned to them in the General Conditions, except as provided in the Supplementary Conditions and Bidding Documents.

Submitted on May 5, 2020.

Bidder is bidding as a \_\_\_\_\_ (Insert Resident or Non-Resident)

IF BIDDER IS:

AN INDIVIDUAL

By: \_\_\_\_\_ (seal)  
(Individual's Name)

doing business as: \_\_\_\_\_

Business Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone Number: \_\_\_\_\_

A PARTNERSHIP

By: \_\_\_\_\_ (seal)  
(Firm's Name)

\_\_\_\_\_  
(General Partner)

Business Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone Number: \_\_\_\_\_

A CORPORATION OR LIMITED LIABILITY COMPANY

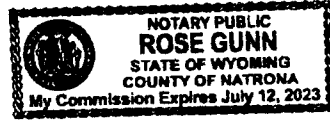
By: Crown Construction LLC (seal)  
(Corporation's or Limited Liability Company's Name)

Wyoming  
(State of Incorporation or Organization)

By: [Signature] (seal)

(Title) owner

(Seal)



Attest: Rose Gunn 5-5-2020

Business Address: Po Box 664  
Mills WY 82644

Phone Number: 307-337-7069

A JOINT VENTURE

By: \_\_\_\_\_ (seal)  
(Name)

\_\_\_\_\_  
(Address)

By: \_\_\_\_\_ (seal)  
(Name)

\_\_\_\_\_  
(Address)

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)



2020 2nd Street Concrete Repairs

Project No. 18-044

Bid Date: 5/5/20

COMPANY NAME: Crown Construction LLC  
 ADDRESS: Po Box 664 Mills WY 82044

Contractor shall furnish and install items as shown on the Drawings or called for in the Specifications. All costs not included in the schedule that are necessary to provide a complete, functional project as depicted in the Drawings and Specifications are to be considered incidental and merged with costs of other related bid items.

LS = Lump Sum                      R&R = Remove and Replace                      LF = Linear Feet                      F&I = Furnish and Install  
 SY = Square Yard                      FA = Force Account                      CY = Cubic Yard                      EA = Each

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
1	Mobilization & Bonding	LS	1	15,000.00	15,000.00
2	R&R Concrete Pavement Section w/Basecourse	SF	11,000	13.00	143,000.00
3	R&R Concrete Curb & Gutter (30" Wide, Type A)	LF	2,750	40.00	110,000.00
4	Brick Paver Repairs	SF	250	15.00	3,750.00
5	Adjust Manhole Top & Install 5'x5' Concrete Diamond	EA	2	500.00	1,000.00
6	R&R Concrete Valley Gutter w/Basecourse	SF	750	15.00	11,250.00
7	Miscellaneous Landscaping Repairs	LS	1	5,000.00	5,000.00
8	F&I Temporary Traffic Control	LS	1	31,500.00	31,500.00
TOTAL BASE BID (SUM OF ITEMS 1 - 8)					320,500.00

RESOLUTION NO. 20-107

A RESOLUTION AUTHORIZING AN AGREEMENT WITH CROWN CONSTRUCTION, LLC, FOR THE 2020 2<sup>ND</sup> STREET CONCRETE REPAIRS PROJECT NO. 19-044.

WHEREAS, the City of Casper desires to replace curb, gutter, and concrete paving along 2<sup>nd</sup> Street between Ash Street and Wyoming Boulevard for the 2020 2<sup>nd</sup> Street Concrete Repairs Project; and,

WHEREAS, Crown Construction, LLC, is able and willing to provide those services specified as 2020 2<sup>nd</sup> Street Concrete Repairs Project, No. 19-044; and,

WHEREAS, it would be in the best interest of the City to expedite changes in the project by allowing the City Manager to sign change orders effecting time extensions of no more than thirty (30) days, dollar amount changes no greater than Thirty Thousand and 00/100 Dollars (\$30,000) and other project administration related change orders that do not substantially alter the scope of the project.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, an agreement with Crown Construction, LLC, for those services, in the amount of Three Hundred Twenty Thousand Five Hundred and 00/100 Dollars (\$320,500).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions throughout the project, retaining those amounts prescribed by the agreement, equal to a total amount not to exceed Three Hundred Twenty Thousand Five Hundred and 00/100 Dollars (\$320,500) and Thirty Thousand and 00/100 Dollars (\$30,000) for a construction contingency account, for a total project amount of Three Hundred Fifty Thousand Five Hundred and 00/100 Dollars (\$350,500).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to sign change orders effecting time extensions of no more than thirty (30) days, changes in the dollar amount of the above described agreement not greater than the sum of Thirty Thousand and 00/100 Dollars (\$30,000) and other project administration related change orders that do not substantially alter the scope of the project.

PASSED, APPROVED, AND ADOPTED this 19<sup>th</sup> day of May, 2020.

APPROVED AS TO FORM:



---

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

---

Fleur Tremel  
City Clerk

---

Steven K. Freel  
Mayor

May 1, 2020

MEMO TO: J. Carter Napier, City Manager *JCN*

FROM: Andrew Beamer, P.E., Public Services Director *AB*  
Bruce Martin, Public Utilities Director  
Ethan Yonker, P.E., Associate Engineer

SUBJECT: Authorizing a Contract for Professional Services with WLC Engineering, Surveying, and Planning, Inc. in the amount of \$149,400.00 for the Ridgecrest Zone 2 & 3 Waterline Replacements, Project No. 19-037.

Meeting Type & Date:

Regular Council Meeting  
May 19, 2020

Action Type:

Resolution

Recommendation:

That Council, by resolution, authorize a contract for professional services with WLC Engineering, Surveying, and Planning, Inc. (WLC) in the amount of \$149,400.00 for the Ridgecrest Zone 2 & 3 Waterline Replacements, Project No. 19-037.

Summary:

WLC is under contract for design and bidding services for the Ridgecrest Zone 2 & 3 Waterline Replacements. The services include program development, schematic design and design development, procuring subconsultants, preparing the project manual, and bidding services.

WLC has completed the design services and are in the process of bidding. The project will require Construction Administration services for surveying, project management, construction observation, material testing, and development of record drawings. WLC has provided a proposal for these construction administration services in the amount of \$149,400.00. City staff has reviewed the proposal and recommends award of a professional services agreement for this work.

Financial Considerations

Funding for this project will be from 1%16 funds allocated to water main replacement and 1%16 fund allocated to Streets.

Oversight/Project Responsibility

Ethan Yonker, P.E., Associate Engineer

Attachments

Resolution  
Agreement

# CONTRACT FOR PROFESSIONAL SERVICES

## PART I - AGREEMENT

This Contract for Professional Services ("Contract") is entered into on this 19<sup>th</sup> day of May 2020, by and between the following parties:

1. The City of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601 ("City").

2. WLC Engineering, Surveying, and Planning, Inc., 200 Pronghorn, Casper, Wyoming 82601 ("Consultant").

Throughout this document, the City and the Consultant may be collectively referred to as the "parties."

### RECITALS

A. The City is undertaking a project for utility replacements and roadway improvements on Ridgecrest Drive and Lennox Street.

B. The project requires professional services for the construction administration services for utility replacements and roadway improvements.

C. The Consultant represents that it is ready, willing, and able to provide the professional services to City as required by this Contract.

D. The City desires to retain the Consultant for such services.

**NOW, THEREFORE**, in consideration of the covenants and conditions set forth herein to be performed, the parties agree as follows:

1. SCOPE OF SERVICES:

The Consultant shall perform the following services in connection with and respecting the project:

A. Perform Contract Administration and Construction Services.

1. Consultant shall provide a Resident Project Representative as outlined in "Exhibit A", attached hereto and hereby made part of this agreement.

2. The Consultant shall provide services as outlined in “Exhibit B”, proposal from WLC dated April 28, 2020, attached hereto and hereby made part of this agreement.

2. TIME OF PERFORMANCE:

The construction administration services of the Consultant shall be undertaken by July 1, 2020 and completed on or before August 21, 2021.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Consultant shall be compensated for services performed in accordance with “Exhibit B” based on time and services actually provided in accordance with the fee schedule, not to exceed a lump sum of One Hundred Forty-Nine Thousand Four Hundred Dollars (\$149,400.00).

4. METHOD OF PAYMENT:

Payment will be made following completion of the terms set forth herein and receipt of an itemized invoice, certified under penalty of perjury, from the Consultant for services rendered in conformance with the Contract, and following approval by the Casper City Council. The invoice for payment must specify the correct amount due in accordance with hours and rates in the Engineering Fee provided by the Consultant (Exhibit B); that the Consultant has performed the services rendered under this Contract, in conformance with the Contract, and that it is entitled to receive the amount requested under the terms of the Contract.

If amounts owed by the Consultant to the City for any goods, services, licenses, permits or any other items or purpose remain unpaid beyond the City’s general credit policy, those amounts may be deducted from the payment being made by the City to the Consultant pursuant to this Contract.

5. TERMS AND CONDITIONS:

This Contract is subject to and incorporates the provisions attached hereto as PART II -- GENERAL TERMS AND CONDITIONS.

6. EXTENT OF CONTRACT:

This Contract represents the entire and integrated Agreement between the City and the Consultant, and supersedes all prior negotiations, representations, or agreements, either

written or oral. The Contract may be amended only by written instrument signed by both the City's and the Consultant's authorized representatives.

The City and the Consultant each individually represent that they have the requisite authority to execute this Contract and perform the services described in this Contract.

**IN WITNESS WHEREOF**, the undersigned duly authorized representatives of the parties have executed this Contract as of the day and year above.

APPROVED AS TO FORM

Wallie Trust

ATTEST

CITY OF CASPER, WYOMING  
A Municipal Corporation

Fleur Tremel  
City Clerk

Steven K. Freel  
Mayor

WITNESS

CONSULTANT  
WLC Engineering, Surveying, and Planning, Inc.

By: Justin Stearns

By: Bradley Holwegner

Printed Name: Justin Stearns

Printed Name: Bradley Holwegner

Title: Project Manager

Title: Project Manager

## **CONTRACT FOR PROFESSIONAL SERVICES**

### **PART II - GENERAL TERMS AND CONDITIONS**

1. TERMINATION OF CONTRACT:

1.1 The City may terminate this Contract anytime by providing thirty (30) days written notice to Consultant of intent to terminate said Contract. In such event, all finished or unfinished documents, data, studies and reports prepared by the Consultant under this Contract shall, at the option of the City, become its property, and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

1.2 Notwithstanding the above, the Consultant shall not be relieved of liability to the City for damages sustained by the City, by virtue of termination of the Contract by Consultant, or any breach of the Contract by the Consultant, and the City may withhold any payments to the Consultant for the purpose of setoff until such time as the exact amount of damages due the City from the Consultant are determined.

2. CHANGES:

The City may, from time to time, request changes in the scope of the services of the Contract. Such changes, including any increase or decrease in the amount of the Consultant's compensation, which are mutually agreed upon between the City and the Consultant, shall be incorporated in written amendments to this Contract. There shall be no increase in the amount of Consultant's compensation unless approved by Resolution adopted by City.

3. ASSIGNABILITY:

The Consultant shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the City: provided, however, that claims for money due or to become due the Consultant from the City under this Contract may be assigned to a bank, trust company, or other financial institution, or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer shall be furnished to the City within five (5) business days of any assignment or transfer.

4. AUDIT:

The City or any of its duly authorized representatives shall have access to any books, documents, papers, and records of the Consultant which are directly pertinent to the Contract for the purpose of making audit, examination, excerpts, and transactions.



5. EQUAL EMPLOYMENT OPPORTUNITY:

In carrying out the program, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. The Consultant shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, or disability. Such action shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant shall post in conspicuous places, available to employees and applicants for employment, notices required by the government setting forth the provisions of this nondiscrimination clause. The Consultant shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or disability. Owner agrees to accept all liability for any modifications without Consultants prior authorization.

6. OWNER OF PROJECT MATERIALS:

All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, and reports prepared by the Consultant under this Contract shall be considered the property of the City, and upon completion of the services to be performed, they will be turned over to the City provided that, in any case, the Consultant may, at no additional expense to the City, make and retain such additional copies thereof as Consultant desires for its own use; and provided further, that in no event may any of the documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, or other reports retained by the Consultant be released to any person, agency, corporation, or organization without the written consent of the City.

7. FINDINGS CONFIDENTIAL:

All reports, information, data, etc., given to or prepared, or assembled by the Consultant under this Contract are confidential and shall not be made available to any individual or organization by the Consultant without the prior written consent of the City.

8. GOVERNING LAW:

This Contract shall be governed by the laws of the State of Wyoming. The Consultant shall also comply with all applicable laws, ordinances, and codes of the local, state, or federal governments and shall not trespass on any public or private property in performing any of the work embraced by this Contract.

9. PERSONNEL:

The Consultant represents that it has, or will secure, all personnel required in performing the services under this Contract. Such personnel shall not be employees of the City. All of the services required shall be performed by the Consultant, or under its supervision, and all personnel engaged in the work shall be fully qualified. All personnel employed by Consultant shall be employed in conformity with applicable local, state or federal laws.

10. SUBCONSULTANT:

The Consultant shall not employ any subconsultant to perform any services in the scope of this project, unless the subconsultant is approved in writing by the City. Any approved subconsultant shall be paid by the Consultant.

11. INSURANCE AND INDEMNIFICATION:

A. **Prior to the commencement of work,** Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its subconsultants, agents, representatives, or employees.

B. *Minimum Scope and limit of Insurance.*

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than the sum of Two Hundred Fifty Thousand Dollars (\$250,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Five Hundred Thousand Dollars (\$500,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location. The CGL policy shall be endorsed to contain Employers Liability/Stop Gap Coverage
2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than Five Hundred Thousand (\$500,000) per accident for bodily injury and property damage.
3. Workers' Compensation: as required by the State of Wyoming with Statutory Limits.
4. Professional Liability (Errors and Omissions) Insurance appropriate to the Consultant's profession, with limit no less than the sum of Two Hundred Fifty

Thousand Dollars (\$250,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Five Hundred Thousand Dollars (\$500,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location.

C. *Higher Limits.* If the Consultant maintains higher limits than required under this Agreement, then the City shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

D. *Other Insurance Provisions*

The insurance policies except professional liability and worker's compensation are to contain, or be endorsed to contain, the following provisions:

1. *Additional Insured Status*

The City, its officers, elected and appointed officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

2. *Primary Coverage*

For any claims related to this contract, the Consultant's insurance coverage shall be primary and non-contributory insurance as respects the City, its officers, elected and appointed officials, employees, agents and volunteers.

3. *Notice of Cancellation*

Each insurance policy required above shall state that coverage shall not be canceled, materially changed, or reduced, except with notice to the City. Such notice to the City shall be provided in a commercially reasonable time.

4. *Waiver of Subrogation*

Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

5. *Deductibles and Self-Insured Retentions*

Consultant has two options regarding deductibles and self-insured retentions:

- a. Option 1: Any deductibles or self-insured retentions must be declared to and approved by the City. Unless otherwise approved by the City in writing, any deductible may not exceed Ten Thousand Dollars (\$10,000). Unless otherwise approved in writing by the City, self-insured retentions may not exceed Ten Thousand Dollars (\$10,000), and the City may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
- b. Option 2: Consultant shall carry insurance with terms that require its insurance company to pay the full value of a covered claim from the first dollar of coverage, even if the Consultant is unable to pay any deductible or self-insured retention amount(s) required by the insurance policy. Consultant shall provide a written endorsement from its insurance carrier that such insurance coverage is in place, and shall keep such coverage in place during the term of this Contract and any subsequent time period required for claims made policies.

6. *Acceptability of Insurers*

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise agreed to in writing by the City.

7. *Claims Made Policies*

If any of the required policies provide coverage on a claims-made basis:

- a. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
- b. Insurance must be maintained and evidence of insurance must be provided *for at least three (3) years after completion of the contract of work*. However, Consultant's liabilities under this Contract shall not be deemed limited in any way by the insurance coverage required.
- c. If coverage is canceled or non-renewed, and not *replaced with another claims-made policy form with a Retroactive Date* prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of *three (3) years* after completion of contract work and at all times thereafter until the applicable statute of limitations runs.

8. *Verification of Coverage*

Consultant shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and

approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

9. *Subconsultants*

Consultant shall require and verify that all subconsultants maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that the City is an additional insured on insurance required from subconsultants.

10. *Special Risks or Circumstances*

City reserves the right to reasonably modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

E. Consultant agrees to indemnify the City, the City's employees, elected officials, appointed officials, agents, and volunteers, and all additional insured and hold them harmless from all liability for damages to property or injury to or death to persons, including all reasonable costs, expenses, and attorney's fees incurred related thereto, to the extent arising from negligence, fault or willful and wanton conduct of the Consultant and any subconsultant thereof.

12. INTENT:

Consultant represents that it has read and agrees to the terms of this Contract and further agrees that it is the intent of the parties that Consultant shall perform all of the services for the compensation set forth in this Contract. Consultant also agrees that it is the specific intent of the parties, and a material condition of this Contract, that it shall not be entitled to compensation for other services rendered unless specifically authorized by the City by Resolution of its governing body. Consultant agrees that it has carefully examined the Scope of Services, and that the compensation is adequate for performance of this Contract.

13. WYOMING GOVERNMENTAL CLAIMS ACT:

The City does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 et seq., and the City specifically reserves the right to assert any and all rights, immunities, and defenses it may have pursuant to the Wyoming Governmental Claims Act.

14. NO THIRD PARTY BENEFICIARY RIGHTS:

The parties to this Contract do not intend to create in any other individual or entity the status of third-party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties and obligations contained in this Contract shall operate only between the parties to this Contract, and shall inure solely to the benefit of the parties to

this Contract. The parties to this Contract intend and expressly agree that only parties signatory to this Contract shall have any legal or equitable right to seek to enforce this Contract, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Contract, or to bring an action for the breach of this Contract.

EXHIBIT A  
TO  
CONTRACT FOR PROFESSIONAL SERVICES

DUTIES, RESPONSIBILITIES, AND LIMITATIONS OF  
AUTHORITY OF THE RESIDENT PROJECT REPRESENTATIVE

Consultant shall furnish a Resident Project Representative (RPR), assistants and other field staff to assist Consultant in observing performance of the work of Consultant(s). The duties and responsibilities of the RPR are limited to those of Consultant in Consultant's agreement with the Owner and in the construction Contract Documents, and are further limited and described as follows:

A. General

RPR is Consultant's agent at the site, will act as directed by and under the supervision of Consultant, and will confer with Consultant regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with Consultant and Contractor keeping Owner advised as necessary. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner with the knowledge of and under the direction of Consultant.

B. Duties and Responsibilities of RPR.

1. Schedules. Review the progress schedule, schedule of Shop Drawing submittals, and schedule of values prepared by Contractor and consult with Consultant concerning acceptability.
2. Conferences and Meetings. Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other project-related meetings, and prepare and circulate copies of minutes thereof.
3. Liaison.
  - a. Serve as Consultant's liaison with Contractor, working principally through Contractor's superintendent and assist in understanding the intent of the Contract Documents; and assist Consultant in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-site operations.
  - b. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
4. Shop Drawings and Samples.
  - a. Record date of receipt of Shop Drawings and samples.

- b. Receive samples that are furnished at the site by Contractor, and notify Consultant of availability of samples for examination.
  - c. Advise Consultant and Contractor of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not been approved by Consultant.
5. Review of Work, Rejection of Defective Work, Inspections, and Tests.
- a. Conduct on-site observations of the Work in progress to assist Consultant in determining if the Work is in general proceeding in accordance with the Contract Documents.
  - b. Report to Consultant whenever RPR believes that any Work is unsatisfactory, faulty, or defective, or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test, or approval required to be made; and advise Consultant of Work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
  - c. Verify that tests are conducted in the presence of appropriate personnel, and observe, record, and report to Consultant appropriate details relative to the test procedures.
  - d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to Consultant.
6. Interpretation of Contract Documents. Report to Consultant when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Consultant.
7. Modifications. Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report with RPR's recommendation to Consultant. Transmit to Contractor decisions as issued by Consultant.
8. Records.
- a. Maintain orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Contract Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, Consultant's clarifications and interpretations of the Contract Documents, progress reports, and other Project related



documents.

- b. To the extent permitted by RPR's presence on the site the Consultant shall, keep a diary or logbook, recording Contractor hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders, or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Consultant.
- c. Record names, addresses, and telephone numbers of all Contractors, Subcontractors, and major suppliers of materials and equipment.

9. Reports.

- a. Furnish Consultant periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and Schedule of Shop Drawing and sample submittals.
- b. Consult with Consultant in advance of scheduled major tests, inspections, or start of important phases of the Work.
- c. Draft proposed Change Orders and Work Directive Changes, obtaining backup material from Contractor and recommend to Consultant Change Orders, Work Directive Changes, and Field Orders.
- d. Report immediately to Consultant and Owner upon the occurrence of any accident.

10. Payment Requests. Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Consultant, noting particularly the relationship of the payment requested to the schedule of values. Work completed and materials and equipment delivered at the site but not incorporated in the Work.

11. Completion.

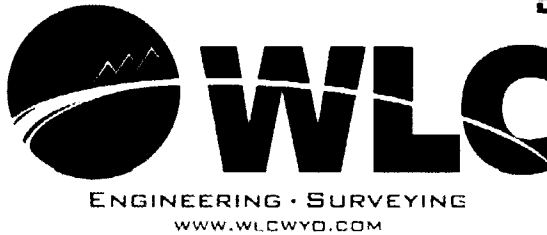
- a. Before Consultant issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.
- b. Conduct final inspection in the company of Consultant, Owner, and Contractor and prepare a final list of items to be completed or corrected.
- c. Observe that all items on final list have been completed or corrected and make recommendations to Engineer concerning acceptance.

C. Limitations of Authority.

Resident Project Representative:

1. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by Consultant.
2. Shall not exceed limitations of Consultant's authority as set forth in the Agreement or the Contract Documents.
3. Shall not undertake any of the responsibilities of Contractor, Subcontractors, or Contractor's superintendent.
4. Shall not advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences, or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
5. Shall not advise on, issue directions regarding, or assume control over safety precautions and programs in connection with the Work.
6. Shall not accept Shop Drawing or sample submittals from anyone other than Contractor.
7. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specially authorized by Consultant.

## EXHIBIT B



CASPER  
200 PRONGHORN  
CASPER, WY 82601  
P: 307-266-2524

April 28, 2020

Mr. Ethan Yonker  
City of Casper  
Ethan Yonker, PE  
200 North David Street  
Casper, Wyoming 82601

**RE: *Ridgecrest Zone II & III Waterline Replacements Project  
Professional Construction Administration Services Proposal***

Mr. Yonker:

Thank you for considering WLC to provide professional construction administration services for the Ridgecrest Zone II and III Waterline Replacements Project. This proposal consists construction surveying, contract administration, construction observation, materials testing and record drawings. The following is our detailed scope of work for this project.

### **CONSTRUCTION SERVICES**

#### **Construction Surveying - \$23,300**

- Engineering design staff compiles design information to be staked in the field.
- Provide control for contractor use.
- Provide DTM information for Contractor use.
- Provide blue top staking for base installation for rebuilt roadways.
- Provide top back of walk staking for curbside replacement.
- Provide staking for valley pan installation.
- Provide water and sanitary sewer staking for construction.

*\*WLC will provide staking for each of the above items only once. If stakes are needlessly destroyed, WLC will notify the owner and will invoice additional time to replace the stakes. The owner will be responsible for these additional costs and it will be up to the owner to recover these costs from the contractor if necessary.*

#### **Contract Administration - \$46,500**

- Preconstruction Meeting.
- Monitor work to assure compliance with Contract Documents.
- Coordinate with contractor and the City of Casper to execute the Resident Communication Plan.
- Review material certifications for compliance with the specifications.
- Review all material testing results for compliance with the specifications. This includes contractor provided testing.
- Site visits by Project Engineer to assess construction progress and maintain presence on project.

CHEYENNE

RAWLINS

**DEDICATED TO CLIENTS. 307. DEFINED BY EXCELLENCE.**

- Coordinate and communicate between the Contractor and City of Casper representatives.
- Process applications for payment.
- Evaluate and make recommendations for change order requests, including processing of change orders.
- Quantity verification.
- Attend progress meetings.
- Compilation of all meeting notes for distribution.
- Conduct and coordinate substantial and final walk-through meetings.
- Conduct warranty period walk-through meeting near the end of warranty period.

**Construction Observation - \$66,900**

- Daily visit by WLC representative during construction.
- Detailed daily diaries by field representatives.
- WLC representative on project as required by City of Casper for utility and surfacing installation. WLC is estimating 4 hours per day for 7 months.
- Observe and record results of water pressure and bacteria testing, and sanitary sewer pressure and mandrel testing.
- Detailed daily diaries by field representatives.

**Materials Testing for City of Casper Requirements - \$10,700**

- Provide subgrade density testing.
- Provide water and sanitary sewer trench density testing.
- Provide dry utility trench density testing.
- Provide concrete field testing including air entrainment, slump, and temperature.
- Provide concrete compressive strength testing at 7 and 28 days.
- Coordinate testing with the Contractor.

*\*WLC will provide materials testing per the City of Casper's requirements only once. If retesting is required due to failing tests, WLC will notify the owner and will invoice additional time for the retests. Since WLC will not have a contract with the Contractor, the owner will be responsible for these additional costs and it will be up to the owner to recover these costs from the contractor if necessary.*

*Per recent modifications to the City of Casper Paving Specifications, the Contractor will be required to perform Quality Control and Quality Assurance testing on the base coarse and asphalt. WLC will provide limited Quality Assurance testing to verify contractor provided results.*

**Record Drawings - \$2,000**

- Compile all as-constructed information.
- Provide information to City of Casper GIS Department, as necessary.
- Provide electronic record drawings to the City of Casper.

**Construction Administration Services Fee: \$149,400**

Ethan Yonker  
Ridgecrest Construction Services Proposal  
April 28, 2020  
Page 3 of 3

The Professional Services Fee is presented as a time and material fee based upon the above stated scope of work. WLC will invoice monthly for the time and materials used during that period. If the scope of work or schedule is modified from what is presented in this proposal, WLC will request an amendment to our agreement. The Construction Services Fee is estimated assuming a construction duration of 7 months. If the actual construction duration is extended beyond 7 months, WLC will request an amendment to our agreement for additional fees. Please contact me with any questions. The 2020 fee schedule for WLC is attached hereto, dated 4/20/2020.

Sincerely,  
WLC Engineering, Surveying, and Planning



Brad Holwegner, PE  
Project Manager



# 2020 FEE SCHEDULE

**DEDICATED TO CLIENTS.  
DEFINED BY EXCELLENCE.**

Submitted to: City of Casper

Project: Ridgecrest CA

Submitted by: Shane Porter

Date: 4/24/20

## 2020 MASTER FEE SCHEDULE – CONFIDENTIAL

EFFECTIVE DATE: January 1, 2020

### LABOR CHARGES

Staff Type	Hourly Rate
Office Assistant	\$61.00
Clerical/Word Processor	\$67.00
Office Technician	\$74.00
Accounting Research Technician	\$80.00
Archivist	\$93.00
Technician I	\$67.00
Technician II	\$77.00
Technician III	\$88.00
Technician IV	\$98.00
Technician V	\$108.00
Engineer I	\$111.00
Engineer II	\$124.00
Engineer III	\$136.00
Engineer IV	\$148.00
Engineer V	\$158.00
Project Manager	\$173.00
Senior Project Manager	\$190.00
Principal	\$215.00

Staff Type	Hourly Rate
Planning Technician	\$101.00
Planner	\$125.00
Drafting Technician I	\$88.00
Drafting Technician II	\$98.00
Drafting Technician III	\$108.00
Drafting Technician IV	\$113.00
Drafting Technician V	\$124.00
GIS Technician I	\$98.00
GIS Technician II	\$108.00
GIS Technician III	\$118.00
Surveying Technician I	\$82.00
Surveying Technician II	\$93.00
Surveying Technician III	\$103.00
Surveying Technician IV	\$118.00
Surveying Technician V	\$136.00
Surveyor (L.S.)	\$160.00
Grantsman	\$155.00
Assistant Grantsman	\$101.00

Equipment/Reimbursable	Fee per Unit
Vehicle	\$78.75 per day
Mileage	\$1.05 per mile
Per Diem	\$13.75 per unit
Meals	Cost + 10%
Lodging, travel, etc.	Cost + 10%
Computer Cad/GIS	\$33.50 per hour
Consultants	Cost + 10%
Subcontractors	Cost + 15%
Filing Fees/Recordings	Cost + 10%
3D Laser Scanner - Drone	\$157.50 per hour

Equipment/Reimbursable	Fee per Unit
Field/Office Materials (Int/ Ext)	Cost + 10%
Prints/Maps/Reproduction (Int/Ext)	Cost + 10%
Insurance (Addl. Insur., Waiver, RR)	Quote
Communications (Internal / External)	Cost + 10%
External Delivery	Cost + 10%
GPS (RTK – Hourly Charge)	\$80.00 per hour
Digital Level	\$24.50 per hour
UTV	\$152.00 per day
Robotic TS/Pathfinder – Hourly Charge	\$76.25 per hour
Total Station with Data Collector	\$30.00 per hour
Field/Office Equipment (External)	Cost + 15%

- All field charges begin at the time of departure and terminate at the time of return to the point of origin (the home office or place of lodging).
- Final invoiced amounts may vary from cost opinions because of variations in the time of performance, anticipated site conditions or changes in the scope of services.
- Work over forty (40) hours per week, on weekends or holidays, or beyond normal working hours, at the client's request or convenience, will be charged at a rate of 1.5 times the above fees.
- Payment is expected within 30 days after the invoice date. If account is turned over to collection, 40% of the outstanding balance will be added prior to disposal, for the cost of collections.
- Please note our cost opinions are subject to change after 60 days.
- Fees and rates subject to change. Additional (non-current) Governmental taxes, charges and fees will be passed on to the client.
- Unless otherwise specified in the proposal Client safety requirements will be charged at an additional labor rate of 10%.

**2020 MASTER FEE SCHEDULE – CONFIDENTIAL**

EFFECTIVE DATE: January 1, 2020

**MATERIAL TESTING RATES**

<b>Reimbursable</b>	<b>Fee per Unit</b>	<b>Reimbursable</b>	<b>Fee per Unit</b>
* Standard Proctor Density Curve – A, B, C, D	*\$54.50 per test	* Resistance to Plastic Flow, Plant Mix	*\$265.00 per set of 3
* Modified Proctor Density Curve – A, B, C, D	*\$66.00 per test	* Resistance to Plastic Flow, Lab Mix	*\$363.00 per set of 3
* 1 Check Point Proctor – Method—A, B, C, D	\$18.50 per test	* Theoretical Maximum Specific Gravity Rice Test; Plant Mix	*\$94.00 per set of 3
* Nuclear Moisture Density (hour)	*\$21.00 per hour	* Theoretical Maximum Specific Gravity Rice Test; Lab Mix	*\$190.00 per test
* Nuclear Moisture Density (day)	*\$131.00 per day		
* Field Density Test – Sandcone	See Labor Charges	* Bulk Specific Gravity of Compacted Bituminous Mixtures	*\$52.50 per test
Relative Density (Minimum/Maximum)	\$388.50 each		
* Specific Gravity (Soil)	\$52.75 each		*
		Extraction of Bituminous Mix (Chemical)	\$241.50 per test
* Moisture Test	\$21.00 per test	Extraction of Bituminous Mix (Oven)	\$160.75 per test
* Atterberg Limit Test	\$88.75 per test	Immersion Compression Test Plant Mix	\$645.75 per set of 3
* Sieve Analysis 1.5 -- #4 Sieve (6 or less)	\$54.00 per test	Immersion Compression Test Lab Mix	\$830.00 per set of 3
* Sieve Analysis #4 – 200 Sieve Incl. Wash (6 or less)	\$83.00 per test	Computation of % Air Voids, Voids in the Mineral Aggregate	Quote
* #200 Wash	\$41.75 per test	Ignition Oven Calibration	\$294.00 per mix change
* Additional Sieves	\$41.75 per sieve		\$1.00 per test & See Labor Charges
Hydrometer	\$178.50 each	* Mix Design – Asphalt	\$1.00 per test & See Labor Charges
* California Bearing Ratio Test (1 Point)	*\$201.00 per test	* Mix Design – Verification, Asphalt	Cost + 10%
* California Bearing Ratio Test (3 Points)	*\$514.50 per test	* Field Lab	\$231.00 per day
Unconfined Compression Test	\$160.50 each	* Large Shaker on Site	\$173.00 per day
* Hand Penetrometer Test	*\$13.50 each	* Small Shaker on Site	*\$2.00 each
Consolidation/Swell Test	\$225.75 per test		
Permeability Test	\$225.75 per test	* Specific Gravity & Absorption (Coarse)	See Labor Charges
* Organic Vapor Monitor (hour)	*\$21.25 per hour	* Specific Gravity & Absorption (Fine)	See Labor Charges
* Organic Vapor Monitor (day)	*\$137.50 per day		\$1.00 per test & See Labor Charges
* Water Level Indicator (day)	*\$33.50 per day	* % Crushed Particles (Fractured Faces)	\$1.00 per test & See Labor Charges
* Environmental Sampling Pump (hour)	*\$24.25 per hour	* Flat & Elongated Particles	
* Environmental Sampling Pump (day)	*\$135.50 per day	* Aggregate Soundness (LA Abrasion)	\$201.00 each
* Bailers	*\$14.50 each		
Asphalt Core Standard 4" Diameter up to 6" depth	*\$41.75 per core	* Sodium/Magnesium Sulfate (SAS) Test	\$445.00 each
* Concrete Core Standard 4" Diameter up to 6" depth	*\$59.75 per core	* SAS Test – Additional Sieves	\$103.50 each
* Asphalt Core – Other Sizes Available	*Quote	Fine Aggregate Angularity	\$230.00each
* Concrete Core – Other Sizes Available	*Quote	* Unit Weight & Voids in Aggregate	*\$53.00 each
* Compressive Strength of Concrete Cores	*\$44.75 each		
* Cylinder Molds	*\$4.00 per mold	* Rock Correction	See Labor Charges
* Cylinder Breaks – Concrete, Mortar, Grout	*\$22.50 each	Sand Equivalent (set of 3)	\$357.00 per set
* Concrete, Mortar, Grout Cubes 2 x 2	*\$30.00 per cube	* Flow Meter Trailer	*\$300.00 per Test
* Epoxy Cubes or 3" x 6" Cylinders	*\$41.50 each		
* Mix Design – Concrete	\$1.00 per test & See Labor Charges	Materials Testing (internal, external or not listed)	Cost + 15%
* Air, Slump Tests, and Unit Weight	See Labor Charges		
* Sample Preparation, Field Sampling And Transportation	See Labor Charges	Soil Resistivity	\$149.00 each

1. Tests are done to applicable ASTM and/or AASHTO and/or ACI standards.
2. \*Labor charges additional to stated rate.

<b>CLIENT:</b>	City of Casper	<b>DATE:</b>	4/24/2020
<b>PROJECT:</b>	Ridgecrest Zones 2 & 3 Waterline Replacement Project		
<b>DEBC:</b>	CA Services		

TASK	STAFF TYPE	RATE	HOURS	COST
CONSTRUCTION STAKING	Surveyor (L.S.)	\$160.00	10	\$1,600.00
	Surveying Technician V	\$136.00	105	\$14,280.00
	Reimbursables			\$7,406.00
			<b>115</b>	<b>\$23,286.00</b>
CONTRACT ADMINISTRATION	Senior Project Manager	\$190.00	40.00	\$7,600.00
	Project Manager	\$173.00	60.00	\$10,380.00
	Engineer V	\$158.00	140.00	\$22,120.00
	Reimbursables			\$6,390.50
			<b>240</b>	<b>\$46,490.50</b>
CONSTRUCTION OBSERVATION	Technician V	\$108.00	510.00	\$55,080.00
	Reimbursables			\$11,739.00
			<b>510</b>	<b>\$66,819.00</b>
MATERIALS TESTING	Technician V	\$108.00	50.00	\$5,400.00
	Reimbursables			\$5,299.00
			<b>50</b>	<b>\$10,699.00</b>
RECORD DRAWINGS	Engineer V	\$158.00	10.00	\$1,580.00
	Reimbursables			\$335.00
			<b>10</b>	<b>\$1,915.00</b>
<b>TOTAL</b>			<b>925</b>	<b>\$149,209.50</b>

Note: Reimbursables include vehicles, mileage, computer/CAD charges, surveying equipment, materials tests, etc.



RESOLUTION NO. 20-108

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH WLC ENGINEERING, SURVEYING, AND PLANNING, INC. FOR CONSTRUCTION ADMINISTRATION SERVICES FOR THE RIDGECREST ZONE 2 & 3 WATERLINE REPLACEMENTS, PROJECT NO. 19-037.

WHEREAS, the City of Casper desires to secure an engineering firm to provide construction administration services for the Ridgcrest Zone 2 & 3 Waterline Replacements project; and,

WHEREAS, WLC Engineering, Surveying, and Planning, Inc. is able and willing to provide those professional services.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a contract for professional services with WLC Engineering, Surveying, and Planning, Inc. in the amount of One Hundred Forty-Nine Thousand Four Hundred and 00/100 Dollars (\$149,400.00) for services more specifically delineated in the contract.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions, using appropriate funds, throughout the project as prescribed by the agreement, for a total amount not to exceed One Hundred Forty-Nine Thousand Four Hundred and 00/100 Dollars (\$149,400.00).

PASSED, APPROVED, AND ADOPTED this 19<sup>th</sup> day of May, 2020.

APPROVED AS TO FORM:




ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Fleur Tremel  
City Clerk

\_\_\_\_\_  
Steven K. Freel  
Mayor

April 29, 2020

MEMO TO: J. Carter Napier, City Manager   
FROM: Tim Cortez, Director of Parks and Recreation  
SUBJECT: Contract Extension for College National Finals Rodeo

Meeting Type & Date  
Regular Council Meeting, May 19, 2020

Action type  
Resolution

Recommendation  
That Council pass, by resolution, a contract extension authorizing the City of Casper to host the College National Finals Rodeo for an additional 5 years.

Summary  
Currently, the CNFR is hosted at the Casper Events Center under a ten (10) year agreement. That agreement is set to expire on June 30<sup>th</sup> of 2022. However, the negotiation of a contract extension must occur prior to October 31<sup>st</sup> of 2021.

In the effort of being proactive with regard to such an important event to Casper, City staff would like to finalize the contract extension with the National Intercollegiate Rodeo Association (NIRA) and Natrona County.

Spectra, the management company for the Casper Events Center, has endorsed this effort and will contribute.

A final contract is attached which is modeled after the current contract. The major changes are the proposed extension will be for five (5) years instead of the current term of ten years (10). In addition, the annual escalator on sponsorship fees will increase from \$500 to \$2,000. The minor changes are with respect to insurance and credit card fees.

Financial Considerations  
None at this time.

Oversight/Project Responsibility  
Tim Cortez, Director of Parks and Recreation

Attachments  
Resolution and Final Contract Extension

## CNFR HOSTING AND SPONSORSHIP AGREEMENT

THIS AGREEMENT is made by and between the National Intercollegiate Rodeo Association, Inc., a Washington non-profit corporation ("NIRA"), and the County of Natrona, Wyoming, and the City of Casper, Wyoming, jointly and severally (referred to herein as "HOSTS") on this 19<sup>th</sup> day of May, 2020.

### RECITALS

WHEREAS, NIRA is the sanctioning governing body of collegiate rodeo and the producer of the College National Finals Rodeo ("CNFR"); and

WHEREAS, HOSTS desire to act as the hosting city and county facility for the CNFR, and to obtain certain promotional benefits through such association.

NOW, THEREFORE, for and in consideration of the mutual promises set forth hereinafter, NIRA and HOSTS (jointly and severally) agree as follows:

### AGREEMENT

1. Obligations of Hosts. In consideration of the rights and benefits provided to HOSTS as set forth in Paragraph 2 below, HOSTS shall:

A. Provide to NIRA the use of facilities, personnel, equipment, dirt, and other accommodations as set forth in Exhibit A for the staging and production of the College National Finals Rodeo during each of the years covered by this Agreement. The dates of the Rodeo are set forth in the attached Exhibit G.

B. Pay to NIRA the fees set forth in Exhibit B for the rights granted herein to HOSTS.

HOSTS shall perform their obligations through a "Casper CNFR Rodeo Committee," which shall be composed initially as set forth in Exhibit F. That Committee shall appoint a chief liaison to communicate and interact with NIRA, or several persons to perform specific interactive functions.

2. Hosts Rights and Benefits. Throughout the term of this Agreement, NIRA shall provide to HOSTS the rights and benefits set forth in Exhibit C.

3. Use and Protection of Trademarks/Service Marks and Other Intellectual Property. NIRA and HOSTS each acknowledge that the other owns certain names, trademarks,

services marks, copyright and other intellectual property associated with their respective businesses and enterprises, which marks are specifically identified on Exhibit D (hereinafter collectively referred to as "Marks"), and each owns certain merchandising rights in and to the Marks, and all goodwill associated with or symbolized by the Marks. In marketing and promoting the CNFR and activities associated therewith, NIRA and HOSTS may make various references to each other and may display the Marks of each other which are identified on Exhibit D, as well as photographs or graphic images of the CNFR and related activities, and each party hereby grants to the other non-exclusive, non-transferable license to use the Marks identified on Exhibit D during the term of this Agreement, subject to the following terms and conditions:

A. The Marks may only be used for or in connection with advertising and promoting the CNFR and activities incidental thereto.

B. Prior to the use of the Marks of the other party, NIRA and HOSTS shall agree in writing as to (1) the form and content of any promotional or advertising materials which bear the other party's Marks, and (2) the media in which such materials are to be used. Approval shall not be unreasonably withheld.

C. Any party may impose reasonable conditions upon the use of that party's Marks, including, but not limited to, conditions for protection of its Marks.

D. Upon termination or expiration of this Agreement, the license granted herein shall automatically terminate and the parties shall cease all use of the Marks of the other party as soon as practicable, but, in any event, within 30 days, unless the particular media which has been approved requires a longer lead time, in which case the use shall cease within 90 days.

E. Neither party hereto will challenge or assist in a challenge to the validity of the other party's Marks, any registrations there of or the ownership thereof. Each party will be solely responsible for taking such actions it deems appropriate to obtain trademark, service mark, or other protection of its respective Marks.

F. Neither party may sell or otherwise distribute for sale any promotional materials or other merchandising or novelty items bearing the Marks of the other party without a separate written licensing agreement from the other party. The parties shall negotiate in good faith to reach such an agreement.

4. Relationship of Parties. The relationship of the parties shall be governed by this Agreement, and nothing contained herein shall create a joint venture, agency, partnership or

employment relationship between the parties. Neither party shall have the right, obligation, or authority to incur any financial or contractual obligations on behalf of the other, to direct or control the employees, agents, subcontractors, or volunteers of the other, or to control the manner or method utilized by the other party in the performance of its functions.

5. Indemnifications and Damage.

A. NIRA hereby agrees to indemnify and hold HOSTS and its respective officers, directors, agents, and employees harmless from and against any and all claims or expenses of whatsoever nature (including reasonable attorney fees) arising out of the actions of NIRA or its agents and employees in the production and promotion of the CNFR, or arising out of any breach by NIRA of any of its obligations hereunder.

B. Prior to moving into the Casper Event Center or the Natrona County Fairgrounds, the NIRA Commissioner shall conduct an inspection of the respective facilities with the Events Center Manager and the Fairgrounds Manager to identify any damage or safety concerns. HOSTS shall attempt to repair or mitigate said damage and safety concerns prior to commencement of the CNFR. After completion of each year's CNFR, the NIRA Commissioner shall conduct a follow up inspection with the respective facility managers to identify any damage which may have occurred. NIRA shall reimburse HOSTS for such damage.

6. Insurance. NIRA shall maintain in full force and effect, at its own expense, liability insurance covering its activities in the production and promotion of the CNFR. The insurance shall be in an amount (not to exceed \$1 Million per person/\$2 Million per occurrence) and with a company which are approved by HOSTS, and shall name HOSTS as additional insureds. Evidence of such insurance coverage shall be provided to both Natrona County and the City of Casper reasonably promptly upon written request.

7. Release by Participants. Prior to allowing participation in the CNFR or related activities, NIRA shall obtain releases, in the form attached hereto as Exhibit E, duly executed by or on behalf of all contestants, officials, and other participants who require approval of the NIRA to participate in the CNFR or related activities.

8. Term of Agreement/First Right to Negotiate. The term of this Agreement shall be from 12:01 a.m. on July 1, 2022, through Midnight on June 30, 2027, unless extended by written agreement of the parties or unless terminated sooner in accordance with the provisions set forth below. If HOSTS have faithfully performed their obligations under this Agreement, they shall have the right to negotiate for an agreement to continue hosting the CNFR after June

30, 2027. Upon notice of the desire to continue hosting the CNFR, NIRA will not enter into negotiations with any other party for hosting the CNFR, and the parties agree to negotiate in good faith between August 1, 2026 and October 31, 2026 to reach an agreement whereby HOSTS may continue hosting the CNFR. If, at the end of that 90-day period, the parties have not reached an agreement satisfactory to them, NIRA shall be entitled to negotiate with any other party, regardless of whether the ultimate terms of agreement reached are the same or similar to those discussed with HOSTS, and HOSTS shall have the right to schedule the use of its facilities without regard to the CNFR.

9. Termination. Any party may terminate this Agreement as follows:

A. If any party commits a material breach of this Agreement and fails to cure said breach within 30 days after written notice of the alleged breach is sent or delivered by the aggrieved party.

B. If any party shall be unable to pay its liabilities when due, or shall make any assignment for the benefit of creditors, or shall file a petition under any federal bankruptcy statute, or file a voluntary petition in bankruptcy, or be adjudicated bankrupt or insolvent, or if any receiver is appointed for its business or property, or if the trustees in bankruptcy or insolvency shall be appointed under the laws of the United States government.

C. NIRA may terminate this Agreement, in its sole discretion, within six months following any CNFR in which NIRA's costs attributable to the CNFR are \$25,000 or more greater than NIRA's revenues attributable to the CNFR.

D. NIRA may terminate this Agreement at the conclusion of any year's rodeo season if local cash sponsorships do not exceed \$100,000 by May 1st preceding that year's rodeo season. A local sponsor is any sponsor with headquarters or its primary offices in the State of Wyoming and its sales are primarily made in the State of Wyoming. Twenty-five percent (25%) of any national cash sponsorship will be credited to the local cash sponsorship requirement if the national sponsor is qualified by the Wyoming Secretary of State to do business in Wyoming, has business offices and/or significant operations or facilities (such as manufacturing or distribution) in Wyoming.

10. Global Spectrum, LP

A. The parties understand and acknowledge that Global Spectrum, LP d/b/a Spectra Venue Management is under contract to manage the Casper Events Center on behalf of the City of Casper. The parties shall comply with the policies, rules and procedures of Global Spectrum, LP for the Casper Events Center, or those of any

successor-in-interest of Spectra, provided that such policies, rules and procedures do not materially increase any existing burden (financial or otherwise) of the NIRA and the NIRA has not objected to any change in policies, rules or procedures after having been provided with written notice thereof. The management arrangement shall not relieve the City of Casper from its obligations set forth in this Agreement.

B. Spectra has provided a concurrence letter, dated March 26, 2020, which is attached hereto as Exhibit H.

11. Miscellaneous General Provisions.

A. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the parties, as well as their respective successors in interest.

B. Assignment. No party shall assign or transfer its rights, nor delegate its obligations under this Agreement to any third party without the prior written approval of the other party, which may be withheld for any or no reason, with the exception that such assignment may be made to a wholly owned subsidiary or an affiliated entity or venture in which it is at least a 51% owner. No assignment shall relieve the assignor of its obligations under this Agreement without the express written approval of the party to whom the obligation(s) is/are owed.

C. Counterparts. This Agreement may be executed in counterparts that together shall constitute one and the same instrument which shall be effective when each of the parties has executed a counterpart.

D. Notice. Any notice, request, approval or consent under this Agreement to be given by either party to the other shall be given in writing, and shall be considered served when delivered in person, or three days after the date mailed by certified or registered mail, return receipt requested, addressed to the recipient at the address set forth below, or to such other address as the recipient may subsequently have furnished in writing to the sender.

NIRA:

Mr. Roger B Walters, Commissioner  
National Intercollegiate Rodeo Association  
2033 Walla Walla Avenue  
Walla Walla, WA 99362  
O (509) 529-4402 or C (936) 661-6028

WITH A COPY TO:

Mr. J. Kent Rutledge  
300 Saddle Drive  
Cheyenne, WY 82009  
P.O. Box 2327  
Cheyenne, WY 80003

HOSTS:

Natrona County Board of County Commissioners  
200 North Center Street, Suite 115  
Casper, WY 82601

City of Casper, Wyoming  
Attention: City Manager  
200 North David Street  
Casper, WY 82601

WITH A COPY TO:

Natrona County Attorney  
200 North Center Street, Suite 300  
Casper, WY 82601

AND

City of Casper Attorney  
200 North David Street  
Casper, WY 82601

E. Force Majeure. Neither party shall be deemed in default hereunder and neither shall be liable to the other if either is unable to perform its obligations hereunder by reason of any fire, earthquake, flood, epidemic, pandemic, accident, explosion, strike, riot, civil disturbance, act of public enemy, embargo, act of God, any municipal, county, state, or national ordinance or law, any executive or judicial order, or similar event beyond the parties' control; provided, however, that no party shall be entitled to relief under this Section unless such party shall have given the other party reasonable notice of such event, and shall have exhausted all reasonable means of complying or



implementing alternative means of compliance with its contractual obligations hereunder.

F. Governing Law and Venue. This Agreement shall be governed by and interpreted under the laws of the State of Wyoming, and venue shall be a court of competent jurisdiction located in Natrona County, Wyoming.

G. Authority. NIRA and HOSTS represent and warrant, each for itself, that each, respectively, has full power and authority to enter into and perform this Agreement.

H. Survival. The provisions of this Agreement, and the obligations of the parties hereunder which, by their own terms, contemplate actions to be performed after termination hereof, including but not limited to the terms of this Agreement regarding payment of fees, indemnification, dispute resolution, and trademarks/service marks, shall survive the termination of this Agreement.

I. Governmental Immunity. Nothing in this Agreement is intended to alter the HOSTS' or its subdivisions' liability, subject to W.S. 1-39-101 et seq. To the extent that any provision in this Agreement could be interpreted to waive immunity, such provision shall be null and void, and this paragraph shall control. The HOSTS and their subdivisions specifically reserve the right to assert any and all rights, immunities and defenses to claims other than those arising out of this Agreement which they may have pursuant to the Wyoming Governmental Claims Act.

J. Certification of Authority. The undersigned hereby state and certify that they have full authority to bind and obligate their respective parties to each and every term of this Agreement.

[The rest of this page is intentionally left blank.]

IN WITNESS WHEREOF, the undersigned duly authorized representatives of the parties have executed this Contract as of the day and year above.

***City Signatures***

APPROVED AS TO FORM  
(CITY ATTORNEY)



---

ATTEST

CITY OF CASPER, WYOMING  
A Municipal Corporation

---

Fleur D. Tremel  
City Clerk

---

Steven K. Freel  
Mayor

***County Signatures***

APPROVED AS TO FORM  
(COUNTY ATTORNEY)

---

ATTEST

Board of County Commissioners  
Natrona County

---

Tracey Good  
Natrona County Clerk

---

Rob Hendry  
Commissioner Chairman

***NIRA Signatures***

APPROVED AS TO FORM  
(ATTORNEY FOR NIRA)

\_\_\_\_\_

WITNESS

National Intercollegiate Rodeo Association, Inc.

\_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Roger B. Walters  
Commissioner

## EXHIBIT A

### Obligations of HOSTS

The HOSTS of the CNFR shall provide to NIRA the following benefits each CNFR year of the Agreement:

A. City of Casper will provide without cost to NIRA:

1. Facility. Rent free use of the Events Center Arena, all Events Center dressing rooms, the Events Center concourse, the back lot, and lot #11 for the days scheduled by the parties as reflected on Exhibit G, and the Summit Room, the Mormon Trail Room, Bridger Trail Room, and the Oregon Trail Room for the fourteen days of NIRA business during the CNFR. City will, in good faith, accommodate the reasonable needs of NIRA necessary to conduct a first class event.

2. Staff. Events staff to run the venue and handle the CNFR event management, including:

Stage hands and AV Technicians  
Ushers and Ticket Takers  
Security  
First Aid (in addition to any first aid services provided through NIRA for NIRA participants)  
Maintenance Staff

3. Box Office Services. The Events Center box office will provide all ticket services for a \$1.00 per ticket issued handling fee. Ticket back advertisement will be sold as any other sponsorship. A 3% gross value fee for tickets sold through credit card purchase at the box office will be charged back to NIRA up to a maximum total of \$5,000.00. These fees may be changed by mutual agreement in writing between the City and NIRA without amending this agreement.

4. Trade Show Services. HOSTS will solicit trade show exhibitors and sell Events Center space. Price for exhibit space will be determined each year by mutual agreement of NIRA and HOSTS. Proceeds will go to NIRA with NIRA paying the Events Center \$20.00 per single tradeshow booth space. The Events Center may charge exhibitors for extra equipment per the current Events Center reimbursable rates. Events Center will provide personnel and equipment to assist exhibitors in set up and break down.

5. The Events Center will withhold Wyoming State Sales Tax from the gross ticket sales and submit same on behalf of NIRA to the State of Wyoming. The Events Center will waive the Municipal Parking Fee for this event.

6. Provide year-round storage space for CNFR dirt. NIRA acknowledges and accepts that this dirt storage space has no cover over it. Sand will be

added to the dirt each year as needed until the consistency of the arena floor is acceptable to NIRA.

7. City agrees it will not schedule any equestrian or rodeo events in the Events Center for 45 days before and 40 days after the CNFR without the approval of NIRA.

B. Natrona County will provide, without cost to NIRA:

1. All reasonably necessary facilities located on the Fairgrounds property, except campgrounds and contestant rodeo stalls. In the event of bad weather, the "Arena" will be available for riding. Maintenance of the surfaces of the facilities will be performed as needed by County staff. NIRA shall have the right to approve any other events scheduled on these premises during the 14 days of the CNFR, which approval will not be unreasonably withheld.

2. All panels, chutes, and other arena configuration equipment to be used throughout the interior of and adjacent to the Events Center for production of the CNFR event.

3. All labor necessary to erect and strike the chutes, panels, stalls, exercise arenas, and other elements of the configuration as may be reasonably needed to effectuate the paragraphs above (1 and 2).

4. The Road and Bridge Division of the County shall provide the machines, manpower and dirt for the production of the event at the Events Center, at appropriately scheduled intervals as per NIRA direction.

5. Appropriate labor and equipment for the transport and set up, floor preparation, facilities oversight and arena tear down for both the Fairgrounds and the Events Center. (Indoor arena dirt at a minimum depth of 12" and the outdoor dirt/sand in the pens at a minimum depth of 5" shall be provided by County.)

6. Equipment to adequately feed and water stock at the Fairgrounds and the Events Center.

7. NIRA Commissioner and Fairgrounds Manager will conduct a "walk through" prior to arrival of rodeo stock and contestants' animals to determine overall condition of pens, chutes, etc. Acceptance of the condition shall be documented by signatures for both parties on a form to be developed by Fairgrounds Manager. After all rodeo stock and contestant animals have left

the premises, NIRA Commissioner and Fairgrounds Manager will conduct a final "walk through" to determine if there is any damage to Fairground property.

8. Natrona County Board of Commissioners to make all arrangements for ambulance service and personnel required by NIRA for all CNFR events at the Events Center.

C. The HOSTS shall appoint a CNFR Casper executive Committee which shall be composed of a City Council Representative, the Casper Events Center Manager, a Board of County Commissioners' appointee, the Central Wyoming Fair and Rodeo representative, and a fifth member-at-large, which shall be appointed jointly by the City and County. (The Committee composition for the CNFR is set forth on Exhibit F). The function of the CNFR Committee shall be as follows:

1. Actively seek out local, state, and regional sponsors and other economic benefits in conjunction with NIRA.

2. Seek local, state, and regional in-kind donations with the help and direction of NIRA.

3. Promote, conduct, and arrange advertising and promotion of the CNFR as may be appropriate to effectively draw media attention and spectators to the event in accordance with direction on NIRA.

D. NIRA will reimburse HOSTS for all reasonable operating expenses budgeted and incurred by the HOSTS. HOSTS Committee will submit an operating budget for NIRA approval prior to October 1st each year. NIRA will not be responsible for any other or incidental expenses incurred by the City or the County without NIRA's express written consent.

E. NIRA will provide or reimburse the HOSTS for providing the following equipment, in the event the equipment use is not donated:

- Forklift capable of working in dirt
- Internet connection for the media
- Office equipment for the NIRA office at the Events Center
- Chain motors to hang the scoreboard and television broadcast equipment

- Supplemental lighting for television and sponsor signage
- Long distance phone service to the NIRA office at the Events Center

HOSTS will make their best efforts to obtain sponsors for the above services.

F. HOSTS will oblige reasonable requests for accommodations for NIRA officials and guests including complimentary Fairgrounds horse stalls and camp spaces and a minimum of 42 hotel/motel rooms, VIP room passes and other necessary in-kind services and equipment. NIRA will specify such needs on or before May 1 each year.

G. Stall fees at the Fairgrounds will be \$50.00 per horse.

H. Camp spaces at the Fairgrounds will rent for \$25.00 per night with a maximum of 10 nights.

[The rest of this page is intentionally left blank.]

EXHIBIT B  
Sponsorship Fees

The HOSTS (City of Casper and Natrona County) each shall pay to NIRA the following sponsorship fees for each CNFR year of the Agreement. Such payments will be made on May 1 of each year as follows:

2023	\$22,000.00
2024	\$24,000.00
2025	\$26,000.00
2026	\$28,000.00
2027	\$30,000.00

[The rest of this page is intentionally left blank.]



EXHIBIT C  
Host Sponsorship Benefits at CNFR

The City of Casper and the Natrona County Commissioners shall each receive the following benefits in connection with each CNFR.

1. Area Signage. One large arena sign with appropriate message and logos. (Signage to be created by HOSTS in accordance with NIRA specification).
2. Program Ad. One-half page, black-and-white ad in the official program of the CNFR.
3. Collegiate Arena. Inclusion with sponsors in the tribute section of the NIRA newspaper "Collegiate Arena," CNFR special edition. Logos on disc and hard copy must be sent to the NIRA office by April 15 each year.
4. Live Mentions. A one-sentence mention during each performance of the CNFR by arena announcers (text may be provided by HOSTS).
5. Seating. Between them, HOSTS shall share 20 (10 City and 10 County) VIP box seats per performance of the CNFR.
6. VIP Privileges. Twenty (10 City and 10 County) passes to the VIP room before and after the performances and to other events to which HOSTS and VIPs are invited.
7. Print Media Acknowledgements. Hosts' logos and/or names in appropriate print media advertising.
8. Tribute Performance. Special "Thank You" night mid-performance tribute to the City and County officials in stagecoach or similar mid-arena presentation.
9. Scholarship. In the event CNFR yearly revenues exceed CNFR yearly expenses, 10% of the net revenues will be contributed to the National Intercollegiate Rodeo Foundation to establish a permanent NIRF scholarship in the name of Natrona County and the City of Casper, Wyoming. The parties agree to work together to develop the details of this scholarship.
10. Concession. NIRA acknowledges and accepts that the City and its subcontractor's at the Events Center retain all rights to food and beverage sales including alcohol.

EXHIBIT D

National Intercollegiate Rodeo Association  
National Intercollegiate Rodeo Foundation  
College National Finals Rodeo  
College Rodeo Championship Series



EXHIBIT E  
COLLEGE NATIONAL FINALS RODEO

RELEASE OF CLAIMS FOR DAMAGE DUE TO INJURY OR DEATH AND  
ACKNOWLEDGEMENT OF NIRA'S OWNERSHIP OF TELEVISION/MEDIA RIGHTS

I, the undersigned participant, hereby acknowledge that rodeo and livestock are inherently dangerous and represent a substantial risk of personal injury, property damage and/or death to all participants, including contestants, stock contractors, clowns/bullfighters, rodeo officials, laborers, volunteers, and others in the areas to which access by the general public is restricted, such as the rodeo arena, areas used for entering and leaving the arena, chutes, pens, warm-up areas, and other areas reserved and intended for use or access by participants or otherwise restricted for access by the general public. **I hereby specifically acknowledge that my participation in any capacity in the College National Finals Rodeo subjects me to significant risk of serious property damage, personal injury and/or death.**

Recognizing the above-mentioned risks, and in consideration for being permitted to participate in the College National Finals Rodeo events, on behalf of myself, my heirs, personal representatives, assigns, and other successors, **I hereby assume all such risks of property damage, personal injury, and death, and I hereby waive, release, and forever discharge the NIRA, the Casper CNFR Rodeo Committee, the City of Casper, the City Council of the City of Casper, Natrona County, the Natrona County Board of County Commissioners, the Casper Events Center, Global Spectrum, LP, all CNFR sponsors, together with each of their directors, officers, employees, agents and other representatives, from and against any and all claims or demands which I may at any time have, whether such claims are now known or unknown, foreseen or unforeseen, which arise or result from, or are in any way connected with my participation in the College National Finals Rodeo or related events, whether caused by the negligence of any of the parties released or by any other cause.**

I hereby acknowledge and affirm that all right, title, and interest in and to intellectual property rights arising from the performance of all NIRA events, including the College National Finals Rodeo, is the exclusive property of NIRA, and NIRA has the full right to use my image and likeness as depicted in any form or medium reflecting my participation in the College National Finals Rodeo for any purpose in connection with the commercial exploitation of the media right herein acknowledged.

In the event of any litigation by any party released herein to enforce this Release, or by the NIRA to enforce the intellectual property rights of the NIRA, I agree to pay all costs incurred in connection with such litigation, including reasonable attorneys' fees.

I represent and warrant that I have read and understand this Release of Claims and Acknowledgement of NIRA's Rights, that it is a legal contract that deals with important legal rights, and that I have freely and voluntarily executed this document.

NAME OF PARTICIPANT:

\_\_\_\_\_  
(Please Print Legibly)

SIGNATURE OF PARTICIPANT:

\_\_\_\_\_  
Date Signed: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Code: \_\_\_\_\_

BIRTHDATE OF PARTICIPANT: \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Month Day Year

**Note: If participant is under the age of 18 years, the parent(s) or legal guardian(s) must sign below.**

FOR PARENT/LEGAL GUARDIAN:

THE UNDERSIGNED PARENTS/LEGAL GUARDIAN OF THE PARTICIPANT ACCEPT THE TERMS OF THIS RELEASE OF CLAIMS AND ACKNOWLEDGEMENT OF NIRA'S RIGHTS FOR OURSELVES AND FOR THE NAMED PARTICIPANT, AND AGREE TO BE FULLY BOUND BY THE ABOVE TERMS AND PROVISIONS.

INDICATE WHETHER \_\_\_\_ PARENT OR \_\_\_\_ LEGAL GUARDIAN

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Print Name

**EXHIBIT F**  
**Casper CNFR Executive Committee**

1. Fair Board Representative
2. Casper Events Center Manager
3. County Commissioner's Representative
4. City Council Representative
5. At-Large Joint City-County Appointee

[The rest of this page is intentionally left blank.]

EXHIBIT G

<b>Year</b>	<b>CNFR Dates</b>	<b>NIRA Move-In</b>	<b>NIRA Move-out</b>
2023	6/11-6/17	6/6	6/19
2024	6/9-6/15	6/4	6/17
2025	6/15-6/21	6/10	6/23
2026	6/14-6/20	6/9	6/22
2027	6/13-6/19	6/8	6/21

[The rest of this page is intentionally left blank.]

EXHIBIT H  
Concurrence Letter from Global Spectrum, LP dated March 26, 2020  
(Attached)



**BRAD MURPHY**  
General Manager

Casper Events Center  
1 Events Drive, P.O. Box 128 Casper, WY 82602  
O: 307.235.8448  
Brad.Murphy@spectrap.com

March 26, 2020

Global Spectrum, LP d/b/a Spectra Venue Management is aware the City of Casper may approve a five-year contract extension through June, 2027 with the National Intercollegiate Rodeo Association (NIRA) to host the College National Finals Rodeo at the Casper Events Center. Global Spectrum concurs with the provisions and terms set forth therein.

On behalf of Global Spectrum, LP d/b/a  
Spectra Venue Management

Brad Murphy  
Brad Murphy  
General Manager

3/26/2020  
Date

RESOLUTION NO. 20-96

A RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN THE CITY OF CASPER, NATRONA COUNTY, AND THE NATIONAL INTERCOLLEGIATE RODEO ASSOCIATION FOR HOSTING THE COLLEGE NATIONAL FINALS RODEO AT THE CASPER EVENTS CENTER

WHEREAS, the National Intercollegiate Rode Association, Inc. (NIRA) is the sanctioning governing body of collegiate rodeo and the producer of the College National Finals Rodeo ("CNFR"); and

WHEREAS, the City of Casper and Natrona County, Wyoming, desire to act as the hosts for the purpose of promoting and hosting the CNFR for the years 2023 through June 30, 2027; and

WHEREAS, the parties have entered into a hosting and sponsorship agreement delineating the respective rights, duties, and obligations of each party for hosting and holding the CNFR event within Natrona County, Wyoming.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, the agreement entitled "CNFR Hosting and Sponsorship Agreement" between the City of Casper, Natrona County, and the National Intercollegiate Rodeo Association for hosting the College National Finals Rodeo in Natrona County, Wyoming, for the years 2023, through 2027.

PASSED, APPROVED, AND ADOPTED this \_\_\_ day of \_\_\_\_\_, 2020.

APPROVED AS TO FORM:



ATTEST:


CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Fleur Tremel  
City Clerk

\_\_\_\_\_  
Steven K. Freel  
Mayor



May 6, 2020

**MEMO TO:** J. Carter Napier, City Manager   
**FROM:** Tim Cortez, Parks and Recreation Director  
**SUBJECT:** Accepting a reimbursement grant from the Wyoming Office of Homeland Security not to exceed \$12,409.50 for purchasing walk through metal detectors for the Casper Events Center

**Meeting Type & Date**

Regular Council Meeting  
May 19, 2020

**Action type**

Resolution

**Recommendation**

That Council, by resolution, authorize acceptance of a reimbursement grant from the Wyoming Office of Homeland Security, not to exceed \$12,409.50, to be used for walk-through metal detectors for the Casper Events Center.

**Summary**

At the November 26, 2019 council pre-meeting, council approved staff informed council that the City was awarded a grant from the Wyoming Office of Homeland Security for the purchase of walk-through medical detectors at the Casper Events Center. The grant is for critical infrastructure to improve the ability of the City of Casper to protect citizens, residents, and visitors from terroristic threats. The Casper Events Center already conducts security screenings upon entry including bag checks and the use of metal detector wands. The walk-through detectors will speed the process of entry.

**Financial Considerations**

The grant will partially fund the purchase of six walk-through detectors. The approximate cost of the detectors is \$23,000. The reimbursement grant will fund up to \$12, 409.52 of the cost. The remaining funds, as approved by council in November, will be funded by remaining funds from the Marion Kreiner Pool Liner project.

**Oversight/Project Responsibility**

The project will be overseen by Tim Cortez, Parks and Recreation Director.

**Attachments**

Resolution

Grant Agreement

**GRANT AWARD AGREEMENT BETWEEN  
WYOMING OFFICE OF HOMELAND SECURITY  
AND  
CITY OF CASPER**

**Grant Award Agreement for U.S. Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA), Grant Programs Directorate, State Homeland Security Program (SHSP) Grant Fiscal Year 2019**

<b>Subrecipient:</b>	<b>City of Casper</b>
<b>DUNS #</b>	<b>152720140</b>
<b>Award Amount:</b>	<b>\$12,409.50</b>
<b>Period of Performance:</b>	<b>October 15, 2019 through June 30, 2021</b>
<b>CFDA #:</b>	<b>97.067</b>
<b>DHS Grant Code:</b>	<b>EMW-2019-SS-00065</b>
<b>Project ID:</b>	<b>19-SHSP-CAS-MU-HCP19</b>

1. **Parties.** The parties to this Grant Award Agreement (Agreement) are the Wyoming Office of Homeland Security (Agency), whose address is: 5500 Bishop Blvd., Cheyenne, WY 82002, and the City of Casper (Subrecipient), whose address is: 201 N. David Street 2nd Floor, Casper, WY 82601.
2. **Purpose of Agreement.** The purpose of this Agreement is to set forth the terms and conditions by which the Subrecipient shall support the investment of **Critical Infrastructure** to improve the ability of **City of Casper** to prevent a threatened or an actual act of terrorism; protect citizens, residents, visitors, and assets against the greatest threats that pose the greatest risk to the security of the United States; mitigate the loss of life and property by lessening the impact of future catastrophic events; respond quickly to save lives, protect property and the environment, and meet basic human needs in the aftermath of a catastrophic incident; and/or recover through a focus on the timely restoration, strengthening, accessibility and revitalization of infrastructure, housing, and a sustainable economy, as well as the health, social, cultural, historic, and environmental fabric of communities affected by a catastrophic incident. The funds used under this Agreement will help prevent terrorism and prepare the nation for the threats and hazards that pose the greatest risk to the security of the United States; therefore, funded investments must have a terrorism-nexus.
3. **Funding Authority.** The funds Agency will distribute to Subrecipient are drawn from grant funds distributed to the State of Wyoming by the Fiscal Year 2019 Homeland Security Grant Program, State Homeland Security Program. The program is authorized by the *Homeland Security Act of 2002* (Public Law 107-296), as amended by section 101 of the *Implementing Recommendations of the 9/11 Commission Act of 2007* (Public Law 110-53).

4. **Term of Agreement.** This Agreement is effective when all parties have executed it (Effective Date). The Performance Period of the Agreement is from the Effective Date through June 30, 2021. All services shall be completed during this term.

This Agreement may be extended by agreement of both parties in writing and subject to the required approvals. There is no right or expectation of extension and any extension will be determined at the discretion of the Agency.

5. **Payment.**

- A. The Agency agrees to pay the Subrecipient for the services described in Attachment A, Project Description, which is attached to and incorporated into this Agreement by this reference. Total payment under this Agreement shall not exceed twelve thousand, four hundred nine dollars and fifty cents (\$12,409.50). Payment shall be made when services are completed, and within forty-five (45) days after submission of invoice pursuant to Wyo. Stat. § 16-6-602. Subrecipient shall submit invoices in sufficient detail to ensure that payments may be made in conformance with this Agreement. Subrecipient shall submit all invoices within forty-five (45) days after the term of this Agreement.
- B. No payment shall be made for work performed outside the Performance Period of this Agreement. Should the Subrecipient fail to perform in a manner consistent with the terms and conditions set forth in this Agreement, payment under this Agreement may be withheld until such time as the Subrecipient performs its duties and responsibilities to the satisfaction of Agency.
- C. **Travel.** The payment of travel expenses related to the performance of this Agreement shall be allowed with prior approval from Agency and as set forth below. Subrecipient is expected to procure reasonable travel arrangements as further described below.
- (i) **Air Travel.** The Agency agrees to reimburse the Subrecipient's approved air travel expenses related to the performance of this Agreement. Air travel shall be reimbursed based on actual costs, supported by a copy of the original receipt with the invoice. Subrecipient must select the lowest reasonable airfare (fares available in the market at the time of booking, preferably well in advance of trip to attain the lowest possible airfare). Subrecipient shall book economy class fares for all domestic travel. First class bookings are not reimbursable.
- (ii) **Personal Vehicle.** The Agency agrees to reimburse the Subrecipient's approved use of personal vehicle. Mileage shall be reimbursed at the current State rate per mile based on standard map mileage. Fuel will not be reimbursed.
- (iii) **Car Rental.** The Agency agrees to reimburse the Subrecipient's approved car rental expenses related to the performance of this Agreement. Car rental expenses shall be reimbursed at actual costs, supported by a copy of the

original receipt with the invoice. Subrecipient must select the lowest rental rates for an appropriate vehicle

- D. **Lodging.** The Agency agrees to reimburse Subrecipient's approved lodging expenses related to the performance of this Agreement. Lodging expenses shall be reimbursed at actual costs, supported by a copy of the original receipt with the invoice. The Subrecipient shall only invoice the Agency for the basic room rate, taxes, and lodging fees. The Agency is not responsible for incidental or miscellaneous expenses charged to the room. Incidental and miscellaneous expenses for which the Agency shall not be responsible include charges such as alcohol, internet, telephone charges, mini-bar, and movies.
- E. **Meals.** The Agency agrees to reimburse Subrecipient's approved meal expenses related to the performance of this Agreement. Unless otherwise agreed upon, the Subrecipient shall be reimbursed for meals in accordance with the current U.S. General Services Administration rate per day. This reimbursement amount includes all meal, beverage, and refreshment expenses incurred during the day. Requests for reimbursement shall state the amount allowable for meals and list the actual number of travel days on the invoice.

6. **Responsibilities of Subrecipient.**

- A. Subrecipient agrees to be familiar and comply with the Fiscal Year 2019 Homeland Security Grant Program (HSGP) Program Notice of Funding Opportunity (NOFO), incorporated herein by this reference, which can be found at: [https://www.fema.gov/media-library-data/1555008381091-144e7470ec5e1958d6ad5e103c0825ad/FY\\_2019\\_HSGP\\_NOFO\\_FINAL\\_508.pdf](https://www.fema.gov/media-library-data/1555008381091-144e7470ec5e1958d6ad5e103c0825ad/FY_2019_HSGP_NOFO_FINAL_508.pdf) Subrecipient shall also comply with the federal provisions set forth in Exhibit 1, which is attached to and incorporated into this Agreement by this reference.
- B. **Environmental and Historic Preservation (EHP).** If Subrecipient has projects that have potential to impact the environment, including but not limited to the construction of communication towers, modification or renovation of existing buildings, structures and facilities, or new construction including replacement of facilities, Subrecipient must participate in the DHS/FEMA/EHP review process prior to work being started. Failure of Subrecipient to meet federal, state, and local EHP requirements and obtain applicable permits may jeopardize federal funding. Additionally, all subrecipients are required to comply with DHS/FEMA EHP Policy Guidance, FEMA Policy #108-023-1. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, Subrecipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, Subrecipient shall immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office.

- C. THIRA/SPR.** Subrecipient agrees to complete/actively participate in a whole community Threat and Hazard Risk Assessment or Stakeholder Preparedness Report (THIRA/SPR) update or both annually by the fall deadline of each year during the entire period of this Agreement.
- D. NIMS.** Subrecipient is required to maintain adoption and implementation of the National Incident Management System (NIMS). Subrecipient must use standardized resource management concepts for resource typing, credentialing, and an inventory to facilitate the effective identification, dispatch, deployment, tracking, and recovery of resources. Subrecipient shall update or modify its operational plans, and training and exercise activities, as necessary, to achieve conformance with the National Response Framework and NIMS implementation guidelines.
- E. Point of Contact.** Subrecipient must keep the Agency up-to-date as to the name of the person acting as the primary contact person for this Agreement using the Point of Contact Information Form provided by the Agency, including any change of contact person, address, email, or telephone information. The Point of Contact Information Form is incorporated into this Agreement by this reference. Subrecipient's primary contact shall cooperate with any assessments, national evaluation efforts, or information or data collect requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this Agreement.
- F. Procurement.** Subrecipient must use its own documented procurement procedures that reflect applicable state, local, territorial, and tribal laws and regulations, provided that the procurements conform to applicable federal law and the standards identified in 2 C.F.R. Part 200. All procurement activity must be conducted in accordance with Federal Procurement Standards 2 C.F.R. Part 200.317-200.326.
- G. Equipment.**
- (i) Subrecipient may not use the funding provided under this Agreement to purchase equipment not specifically authorized in the Authorized Equipment List (AEL) unless the proposed acquisition is reviewed by the Agency and approved by the U.S. Department of Homeland Security in writing prior to purchase.
  - (ii) Subrecipient shall ensure all equipment purchased with funds provided under this Agreement is maintained and available for response to terrorist incidents. Subrecipient agrees that, when practicable, any equipment or supplies purchased with grant funding shall be prominently marked as follows: "Purchased with funds provided by the U.S. Department of Homeland Security and administered by the Wyoming Office of Homeland Security."
  - (iii) Subrecipient shall maintain property records for all equipment purchased with HSGP funds in accordance with 2 CFR 200.313(1) to include: a

description of the property, a serial number or other identification number, the source of funding for the property (including the FAIN), who holds the title, the acquisition date, and cost of the property, percentage of federal participation in the project costs for the federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property. Subrecipient shall provide Agency with updated property records during the close-out.

(iv) Investments in emergency communications systems and equipment must meet applicable SAFECOM Guidance.

**H. Training and Exercise.** Training conducted using HSGP funds should address a performance gap identified through a Training Exercise Plan, THIRA/SPR process, or other assessment and contribute to building a capability that will be evaluated through a formal exercise. Exercises conducted with this Agreement should be managed and conducted consistent with Homeland Security Exercise and Evaluation Program (HSEEP).

**I. Nationwide Cybersecurity Review.** Subrecipient shall complete the 2019 Nationwide Cybersecurity Review (NCSR). The Chief Information Officer, Chief Information Security Officer, or equivalent for Subrecipient should complete the NCSR. The NCSR is available at no cost to the user and takes approximately two to three (2-3) hours to complete. The NCSR will open from October – December 2019.

**J. Closeout.**

(i) Subrecipient shall submit a final project and financial report to the Agency within forty-five (45) days after the termination of this Agreement. The final report must include project description detailing accomplishments, qualitative summary of the impact of those accomplishments, financial summary, as well as other documents required by program guidance or terms and conditions of the award, to include updated property records. Failure to provide a final report may jeopardize future funding.

(ii) Subrecipient must maintain and retain the following: backup documentation such as bids and quotes, cost/price analyses on file for review, other documents required by federal regulations applicable at the time funds are granted. Subrecipient shall keep detailed records of all transactions involving this Agreement including but not limited to: specifications, solicitations, competitive quotes or proposals, basis for selection decisions, purchase orders, contracts, invoices, and cancelled checks. Failure to fully document all purchases may result in Agency questioning and subsequently disallowing Subrecipient's expenditures. Subrecipient must maintain its records for three (3) years after the close of the underlying federal award.

7. **Responsibilities of Agency.** The Agency agrees to:

- A. Pay Subrecipient in accordance with Section 5 above.
- B. Be available to provide necessary and feasible technical advice requested by Subrecipient.
- C. Notify Subrecipient of the earliest possible time of the services, which may be affected by a shortage of funds.
- D. Notify Subrecipient of information and updates received from FEMA or other federal agencies, which may affect or otherwise restrict the availability of funds awarded to Subrecipient herein.

8. **Special Provisions.**

- A. **Assumption of Risk.** The Subrecipient shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to the Subrecipient's failure to comply with state or federal requirements. The Agency shall notify the Subrecipient of any state or federal determination of noncompliance.
- B. **Environmental Policy Acts.** Subrecipient agrees all activities under this Agreement will comply with the Clean Air Act, the Clean Water Act, the National Environmental Policy Act, and other related provisions of federal environmental protection laws, rules or regulations.
- C. **Human Trafficking.** As required by 22 U.S.C. § 7104(g) and 2 CFR Part 175, this Agreement may be terminated without penalty if a private entity that receives funds under this Agreement:
  - (i) Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
  - (ii) Procures a commercial sex act during the period of time that the award is in effect; or
  - (iii) Uses forced labor in the performance of the award or subawards under the award.
- D. **Kickbacks.** Subrecipient certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this Agreement, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Agreement. If Subrecipient breaches or violates this warranty, Agency may, at its discretion, terminate this Agreement without liability to Agency, or deduct from the agreed upon price or consideration, or otherwise recover, the full amount of any



commission, percentage, brokerage, or contingency fee.

- E. Limitations on Lobbying Activities.** By signing this Agreement, Subrecipient certifies and agrees that, in accordance with P.L. 101-121, payments made from a federal grant shall not be utilized by Subrecipient or its subrecipients in connection with lobbying member(s) of Congress, or any federal agency in connection with the award of a federal grant, contract, cooperative agreement, or loan.
- F. Monitoring Activities.** Agency shall have the right to monitor all activities related to this Agreement that are performed by Subrecipient or its subrecipients. This shall include, but not be limited to, the right to make site inspections at any time and with reasonable notice; to bring experts and consultants on site to examine or evaluate completed work or work in progress; to examine the books, ledgers, documents, papers, and records pertinent to this Agreement; and to observe personnel in every phase of performance of Agreement related work.
- G. Nondiscrimination.** The Subrecipient shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105, *et seq.*), the Americans with Disabilities Act (ADA), 42 U.S.C. § 12101, *et seq.*, and the Age Discrimination Act of 1975 and any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this Agreement.
- H. No Finder's Fees:** No finder's fee, employment agency fee, or other such fee related to the procurement of this Agreement, shall be paid by either party.
- I. Suspension and Debarment.** By signing this Agreement, Subrecipient certifies that neither it nor its principals/agents are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction or from receiving federal financial or nonfinancial assistance, nor are any of the participants involved in the execution of this Agreement suspended, debarred, or voluntarily excluded by any federal department or agency in accordance with Executive Order 12549 (Debarment and Suspension), 44 CFR Part 17, or 2 CFR Part 180, or are on the debarred, or otherwise ineligible, vendors lists maintained by the federal government. Further, Subrecipient agrees to notify Agency by certified mail should it or any of its principals/agents become ineligible for payment, debarred, suspended, or voluntarily excluded from receiving federal funds during the term of this Agreement.
- J. Administration of Federal Funds.** Subrecipient agrees its use of the funds awarded herein is subject to the Uniform Administrative Requirements of 2 C.F.R. Part 200, *et seq.*; any additional requirements set forth by the federal funding agency; all applicable regulations published in the Code of Federal Regulations; and other program guidance as provided to it by Agency.
- K. Copyright License and Patent Rights.** Subrecipient acknowledges that federal grantor, the State of Wyoming, and Agency reserve a royalty-free, nonexclusive,

unlimited, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for federal and state government purposes: (1) the copyright in any work developed under this Agreement; and (2) any rights of copyright to which Subrecipient purchases ownership using funds awarded under this Agreement. Subrecipient must consult with Agency regarding any patent rights that arise from, or are purchased with, funds awarded under this Agreement.

- L. Federal Audit Requirements.** Subrecipient agrees that if it expends an aggregate amount of seven hundred fifty thousand dollars (\$750,000.00) or more in federal funds during its fiscal year, it must undergo an organization-wide financial and compliance single audit. Subrecipient agrees to comply with the audit requirements of the U.S. General Accounting Office Government Auditing Standards and Audit Requirements of 2 C.F.R. Part 200, Subpart F. Subrecipient shall provide one (1) copy of the audit report to Agency and require the release of the audit report by its auditor be held until adjusting entries are disclosed and made to Agency's records. Subrecipient agrees that if it expends less than seven hundred fifty thousand dollars (\$750,000.00) in federal funds during its fiscal year, it must send the Agency a letter stating they do not meet the threshold to undergo an organization-wide financial and compliance single audit.
- M. Non-Supplanting Certification.** Subrecipient hereby affirms that federal grant funds shall be used to supplement existing funds, and shall not replace (supplant) funds that have been appropriated for the same purpose. Subrecipient should be able to document that any reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds under this Agreement.
- N. Program Income.** Subrecipient shall not deposit grant funds in an interest bearing account without prior approval of Agency. Any income attributable to the grant funds distributed under this Agreement must be used to increase the scope of the program or returned to Agency.

**9. General Provisions.**

- A. Amendments.** Any changes, modifications, revisions, or amendments to this Agreement which are mutually agreed upon by the parties to this Agreement shall be incorporated by written instrument, executed by all parties to this Agreement.
- B. Applicable Law, Rules of Construction, and Venue.** The construction, interpretation, and enforcement of this Agreement shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms "hereof," "hereunder," "herein," and words of similar import, are intended to refer to this Agreement as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.
- C. Assignment Prohibited and Agreement Shall Not be Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this Agreement without the prior written consent of the other

party. The Subrecipient shall not use this Agreement, or any portion thereof, for collateral for any financial obligation without the prior written permission of the Agency.

- D. Audit and Access to Records.** The Agency and its representatives shall have access to any books, documents, papers, electronic data, and records of the Subrecipient which are pertinent to this Agreement. The Subrecipient shall immediately, upon receiving written instruction from the Agency, provide to any independent auditor or accountant all books, documents, papers, electronic data, and records of the Subrecipient which are pertinent to this Agreement. The Subrecipient shall cooperate fully with any such independent auditor or accountant during the entire course of any audit authorized by the Agency.
- E. Availability of Funds.** Each payment obligation of the Agency is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation and which may be limited for any reason including, but not limited to, congressional, legislative, gubernatorial, or administrative action. If funds are not allocated and available for continued performance of the Agreement, the Agreement may be terminated by the Agency at the end of the period for which the funds are available. The Agency shall notify the Subrecipient at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the Agency in the event this provision is exercised, and the Agency shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.
- F. Award of Related Agreements.** The Agency may award supplemental or successor grants for work related to this Agreement or may award grants to other subrecipients for work related to this Agreement. The Subrecipient shall cooperate fully with other subrecipients and the Agency in all such cases.
- G. Compliance with Laws.** The parties shall keep informed of and comply with all applicable federal, state, and local laws and regulations, and all federal grant requirements and executive orders in the performance of this Agreement.
- H. Entirety of Agreement.** This Grant Award Agreement, consisting of thirteen (13) pages; Attachment A, Project Description, consisting of one (1) page; Exhibit 1, consisting of two (2) pages; the Fiscal Year 2019 Homeland Security Grant Program (HSGP) Program Notice of Funding Opportunity (NOFO), consisting of thirty (30) pages; and the Point of Contact Information Form, consisting of one (1) page, represent the entire and integrated Agreement between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this Agreement and the language of any attachment or document incorporated by reference, the language of this Agreement shall control.
- I. Ethics.** Subrecipient shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, *et seq.*) and any and all ethical standards governing Subrecipient's profession.

- J. Extensions.** Nothing in this Agreement shall be interpreted or deemed to create an expectation that this Agreement will be extended beyond the term described herein. Any extension of this Agreement shall be initiated by the Agency and shall be accomplished through a written amendment between the parties entered into before the expiration of the original Agreement or any valid amendment thereto, and shall be effective only after it is reduced to writing and executed by all parties to the Agreement.
- K. Force Majeure.** Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.
- L. Indemnification.** Each party to this Agreement shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other.
- M. Independent Contractor.** The Subrecipient shall function as an independent contractor for the purposes of this Agreement and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this Agreement, the Subrecipient shall be free from control or direction over the details of the performance of services under this Agreement. The Subrecipient shall assume sole responsibility for any debts or liabilities that may be incurred by the Subrecipient in fulfilling the terms of this Agreement and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Agreement. Nothing in this Agreement shall be interpreted as authorizing the Subrecipient or its agents or employees to act as an agent or representative for or on behalf of the State of Wyoming or the Agency or to incur any obligation of any kind on behalf of the State of Wyoming or the Agency. The Subrecipient agrees that no health or hospitalization benefits, workers' compensation, unemployment insurance, or similar benefits available to State of Wyoming employees will inure to the benefit of the Subrecipient or the Subrecipient's agents or employees as a result of this Agreement.
- N. Notices.** All notices arising out of, or from, the provisions of this Agreement shall be in writing either by regular mail or delivery in person at the addresses provided under this Agreement.
- O. Prior Approval.** This Agreement shall not be binding upon either party, no services shall be performed, and the Wyoming State Auditor shall not draw warrants for payment, until this Agreement has been fully executed, approved as to form by the Office of the Attorney General, filed with and approved by A&I

Procurement, and approved by the Governor of the State of Wyoming, or his designee, if required by Wyo. Stat. § 9-2-1016(b)(iv).

- P. Severability.** Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.
- Q. Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and Agency expressly reserve sovereign immunity by entering into this Agreement and the Subrecipient expressly reserves governmental immunity. Each of them specifically retains all immunities and defenses available to them as sovereigns or governmental entities pursuant to Wyo. Stat. § 1-39-101, *et seq.*, and all other applicable law. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.
- R. Taxes.** The Subrecipient shall pay all taxes and other such amounts required by federal, state, and local law, including, but not limited to, federal and social security taxes, workers' compensation, unemployment insurance, and sales taxes.
- S. Termination of Agreement.** This Agreement may be terminated, without cause, by the Agency upon thirty (30) days written notice. This Agreement may be terminated by the Agency immediately for cause if the Subrecipient fails to perform in accordance with the terms of this Agreement.
- T. Third-Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties, and obligations contained in this Agreement shall operate only between the parties to this Agreement and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement.
- U. Time is of the Essence.** Time is of the essence in all provisions of this Agreement.
- V. Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Agreement.
- W. Waiver.** The waiver of any breach of any term or condition in this Agreement shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.
- X. Counterparts.** This Agreement may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts

together shall constitute one and the same Agreement. Delivery by the Subrecipient of an originally signed counterpart of this Agreement by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to the Agency.

**THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.**

11. **Signatures.** The parties to this Agreement, either personally or through their duly authorized representatives, have executed this Agreement on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Agreement.

The Effective Date of this Agreement is the date of the signature last affixed to this page.

**AGENCY:**

Wyoming Office of Homeland Security

\_\_\_\_\_  
Lynn Budd, Director

\_\_\_\_\_  
Date

**SUBRECIPIENT:**

City of Casper

\_\_\_\_\_  
Steven K. Freel, Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Fleur Tremel, City Clerk

\_\_\_\_\_  
Date

**SUBRECIPIENT ATTORNEY: APPROVAL AS TO FORM**

*Walker Trust*  
\_\_\_\_\_

*4/20/2020*  
\_\_\_\_\_

Date

**ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM**

*Tyler M. Renner*  
\_\_\_\_\_  
For: Tyler M. Renner, Assistant Attorney General

*4/2/2020*  
\_\_\_\_\_

Date

## Exhibit 1

Subrecipient agrees to comply with the following Federal pass-through provisions:

### APPENDIX II TO PART 200—CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis–Bacon Act, as amended (40 U.S.C. 3141–3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis–Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every



mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

**Attachment A: Project Description**

**City of Casper**

**Project ID:** 19-SHSP-CAS-MU-HCP19

**IJ:** Critical Infrastructure

The following submitted project(s) have been approved for the Federal Fiscal Year 2019 U.S. Department of Homeland Security State Homeland Security Program Grant. Only expenditures within the scope of the below projects will be reimbursed by the Wyoming Office of Homeland Security. Any changes to the scope of work must be approved through the Wyoming Office of Homeland Security prior to implementation.

Subrecipient must have an approved EHP prior to any work being completed.

IJ ID	Description	Amount
5.90	For the purchase and installation of walk-through metal detectors to be used at the Casper Events Center	\$12,409.50

For questions regarding individual project allowability, the scope of an approved project, or the 2019 SHSP grant, please contact:

SHSP Grant Manager  
Wyoming Office of Homeland Security  
307-777-5768

Security Unit Chief  
Wyoming Office of Homeland Security  
307-777-4917



**2019 State Homeland Security Program (SHSP)  
GRANT POINT OF CONTACT  
INFORMATION FORM**

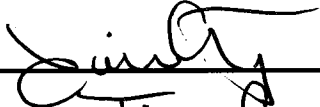
<b>Jurisdiction Name:</b>	City of Casper
<b>Grant Project ID:</b>	19-SHSP-CAS-MU-HCP19
<b>Mailing Address:</b>	200 N. David
<b>City, ST ZIP</b>	Casper, WY 82601

<b>Grant Administrator Name:</b>	Tim Cortez
<b>Title:</b>	Director
<b>Phone Number:</b>	307-235-8361
<b>Email:</b>	tcortez@casperwy.gov

<b>Authorized Point of Contact:</b>	Brad Murphy
<b>Title:</b>	General Manager
<b>Phone Number:</b>	307-235-8448
<b>Email:</b>	Brad.Murphy@spectraxy.com

**Form must be signed by a signatory on the Grant Award Agreement**

I certify the following by my signature, under penalty of false swearing pursuant to W.S. 6-5-303: I have read and understood the incorporated references and requirements in the 2019 State Homeland Security Program Grant Award Agreement.

**Signature**  **Date** 12/10/19  
**Printed Name** Tim Cortez **Title** Director

Please complete and return to:

Rachel Nuss  
Wyoming Office of Homeland Security  
5500 Bishop Boulevard, Cheyenne, WY 82009  
[rachel.nuss2@wyo.gov](mailto:rachel.nuss2@wyo.gov)

RESOLUTION NO. 20-109

A RESOLUTION AUTHORIZING THE ACCEPTANCE OF A GRANT FROM THE WYOMING OFFICE OF HOMELAND SECURITY

WHEREAS, the City of Casper has been awarded a Grant from the Wyoming Office of Homeland Security in the amount of Twelve Thousand Four Hundred Nine Dollars and Fifty-Two Cents (\$12,409.52); and,

WHEREAS, the City of Casper desires to accept these funds, from the Wyoming Department of Homeland Security; and,

WHEREAS, the grant funds will be used to purchase walk-through metal detectors for use at the Casper Events Center.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the U.S. Department of Homeland Security's State Homeland Security Program Grant, in the amount of Twelve Thousand Four Hundred Nine Dollars and Fifty-Two Cents (\$12,409.52) is hereby accepted.

BE IT FURTHER RESOLVED: That the Mayor is hereby authorized and directed to execute, and the City Clerk to Attest this Resolution authorizing the acceptance of the above described Grant.

PASSED, APPROVED AND ADOPTED this 19<sup>th</sup> day of May, 2020.

APPROVED AS TO FORM:

  
\_\_\_\_\_


ATTEST:

\_\_\_\_\_  
Fleur Tremel  
City Clerk

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Steven K. Freel  
Mayor

May 6, 2020

MEMO TO: J. Carter Napier, City Manager   
FROM: Jolene Martinez, Assistant to the City Manager  
SUBJECT: Wyoming Wildlife and Natural Resource Trust Grant Amendment

**Meeting Type & Date**

Regular Meeting, May 19, 2020

**Action type**

Resolution

**Recommendation**

That Council, by resolution, approve the grant amendment with the Wyoming Wildlife and Natural Resource Trust.

**Summary**

In 2014, Council accepted, by resolution, a Wyoming Wildlife and Natural Resource Trust (WWNRT) grant in the amount of \$2 million for North Platte River restoration work that improves habitat in the river and its associated riparian area in seven river construction areas. The initial grant agreement was for three years and was amended in 2017 to add three years. The grant has not been fully expended though it has been used to fund restoration construction on four of the four restoration construction projects undertaken thus far and also to leverage for additional funding. A second amendment is necessary to enable the expenditure of the entire grant. The construction projects to date have totaled about \$8 million.

**Financial Considerations**

If the amendment is not approved, the City of Casper would lose its opportunity to be reimbursed for the entire \$2 million grant amount.

**Oversight/Project Responsibility**

Andrew Beamer, P.E., Public Services Director  
Scott Baxter, P.E., Associate Engineer  
Jolene Martinez, Assistant to the City Manager

**Attachments**

Resolution and Wyoming Wildlife and Natural Resource Trust grant amendment

**AMENDMENT TWO TO THE GRANT AGREEMENT BETWEEN  
THE WYOMING WILDLIFE AND NATURAL RESOURCE TRUST ACCOUNT  
AND  
CITY OF CASPER  
PLATTE RIVER CASPER II 09-13-015**

1. **Parties.** This Amendment is made and entered into by and between the Wyoming Wildlife and Natural Resource Trust Account (WWNRT), whose address is: Hathaway Building – 1<sup>st</sup> Floor, 2300 Capitol Avenue, Cheyenne, WY 82002 and City of Casper (Grantee), whose address is 1800 East K Street, Casper, Wyoming 82601.
2. **Purpose of Amendment.** This Amendment shall constitute the second amendment to the Grant Agreement between WWNRT and Grantee. The purpose of this Amendment is to extend the term of the Grant Agreement through July 1, 2023.

The original Grant Agreement, dated October 21, 2014, required the Grantee to provide riparian and aquatic restoration of river channel and associated wetlands and riparian areas through channel reconstruction, placement of structure, removal of sediment, control of invasive species, and other means in Natrona County, for a total Grant Agreement amount of two million dollars (\$2,000,000.00) with an expiration date of July 1, 2017.

Amendment One, dated May 16, 2017, amended the original Grant Agreement to extend the term of the Grant Agreement through July 1, 2020.

3. **Term of the Amendment.** This Amendment shall commence on July 1, 2020, or upon the date the last required signature is affixed hereto, whichever is later (Effective Date), and shall remain in full force and effect through the term of the Grant Agreement, as amended, unless terminated at an earlier date pursuant to the provisions of the Grant Agreement, or pursuant to federal or state statute, rule, or regulation.
4. **Amendments.**
  - A. The second sentence of Section 3 of the original Grant Agreement is hereby amended to read as follows:

“All services shall be completed by July 1, 2023.”
5. **Amended Responsibilities of the Grantee.** Responsibilities of the Grantee have not changed.
6. **Amended Responsibilities of WWNRT.** Responsibilities of WWNRT have not changed.
7. **Special Provisions.**
  - A. **Same Terms and Conditions.** With the exception of items explicitly delineated in this Amendment, all terms and conditions of the original Grant Agreement, and any

previous amendments, between WWNRT and the Grantee, including but not limited to sovereign immunity, shall remain unchanged and in full force and effect.

- B. Counterparts.** This Amendment may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Amendment. Delivery by the Contractor of an originally signed counterpart of this Amendment by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to the Agency.

**8. General Provisions.**

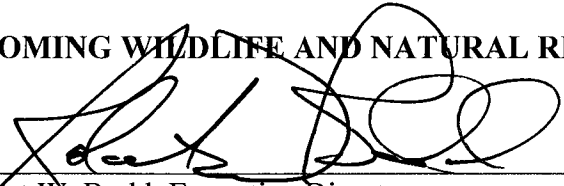
- A. Entirety of Grant Agreement.** The original Grant Agreement, consisting of seven (7) pages, including Attachment A, Project Description; Amendment One, consisting of three (3) pages, and this Amendment Two, consisting of three (3) pages, represent the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

**THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK**

9. **Signatures.** The parties to this Amendment, through their duly authorized representatives, have executed this Amendment on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Amendment.

This Amendment is not binding on either party until approved by A&I Procurement and the Governor of the State of Wyoming or his designee, if required by Wyo. Stat. § 9-2-1016(b)(iv).

**WYOMING WILDLIFE AND NATURAL RESOURCE TRUST:**

  
\_\_\_\_\_  
Robert W. Budd, Executive Director  
Wyoming Wildlife and Natural Resource Trust

04/14/20  
\_\_\_\_\_  
Date

**GRANTEE:**

\_\_\_\_\_  
Steven K. Freel, Mayor  
City of Casper

\_\_\_\_\_  
Date

**ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM**

  
\_\_\_\_\_  
for: Tyler M. Renner, Assistant Attorney General

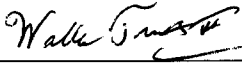
4/17/2020  
\_\_\_\_\_  
Date



APPROVAL AS TO FORM

I have reviewed the attached *Amendment Two to the Grant Agreement Between the Wyoming Wildlife and Natural Resource Trust Account and City of Casper, Platte River Casper II 09-13-015* and approve it as to form on behalf of the City of Casper, Wyoming.

Dated: May 11, 2020



---

Wallace Trembath III  
Deputy City Attorney

RESOLUTION NO. 20-110

A RESOLUTION AUTHORIZING ACCEPTANCE OF AMENDMENT TWO TO THE GRANT AGREEMENT BETWEEN THE WYOMING WILDLIFE AND NATURAL RESOURCE TRUST ACCOUNT AND THE CITY OF CASPER

WHEREAS, the City of Casper identified the need to restore the North Platte River through Casper and has established a project called the Platte River Revival; and,

WHEREAS, the City of Casper accepted a Grant from the Wyoming Wildlife and Natural Resource Trust in the amount of \$2,000,000 in 2014 to be used to fund riparian and aquatic restoration of the North Platte River channel and associated wetlands and riparian areas through channel reconstruction, placement of structures, removal of sediment, control of invasive species, and other means as part of the Platte River Revival restoration work; and,

WHEREAS, the entire amount of the Grant has not been expended and the Wyoming Wildlife and Natural Resource Trust is willing to grant a second three-year deadline extension through an amendment to the Grant Agreement; and,

WHEREAS, the City of Casper desires to accept the amendment so that river restoration work can be continued.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That amendment two to the Grant Agreement between the Wyoming Wildlife and Natural Resource Trust and the City of Casper, is, with gratitude, accepted.

PASSED, APPROVED AND ADOPTED this 19<sup>th</sup> day of May, 2020.

APPROVED AS TO FORM:


\_\_\_\_\_  
ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Fleur D. Tremel  
City Clerk

\_\_\_\_\_  
Steven K. Freel  
Mayor

May 8, 2020

MEMO TO: J. Carter Napier, City Manager 

FROM: Tim Cortez, Parks & Recreation Director  
Randy Norvelle, Parks Manager

SUBJECT: Amendment to Lease of 19<sup>th</sup> Hole Restaurant at the Casper Municipal Golf Course

**Meeting Type & Date**

Regular Council Meeting  
May 19, 2020

**Action type**

Resolution

**Recommendation**

That Council, by resolution, authorize an amendment to the lease with Johnson Restaurant Group, Inc., for the operation of the 19<sup>th</sup> Hole Restaurant at the Casper Municipal Golf Course.

**Summary**

On March 3, 2020 council entered into a lease agreement with Johnson Restaurant Group, Inc. for the operation of the 19<sup>th</sup> Hole Restaurant at the Casper Municipal Golf Course. The lease is for the 2020 season and will begin on the execution of the agreement and end on December 31, 2020, with an option to renew for three (3) addition one (1) year terms. Staff was unaware that by state statute a lease agreement must be the same as the liquor license term.

The term for liquor licenses is April 1<sup>st</sup> thru March 31<sup>st</sup>. The amendment changes the term of the lease to match the liquor license term. No other changes were made to the lease agreement

**Financial Considerations**

None

**Oversight/Project Responsibility**

Randy Norvelle, Parks Manager

**Attachments**

Resolution  
Lease Agreement Amendment

**AMENDMENT NO. 1 TO THE LEASE AGREEMENT (“AMENDMENT”)**

19<sup>th</sup> This Amendment to the Lease Agreement (“Amendment”) is entered into on this day of May, 2020, by and between the following parties:

1. The City of Casper of Casper, Wyoming (“City”), a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601.
2. Johnson Restaurant Group, Inc. (“Lessee”), 229 E 2<sup>nd</sup> St. #200, Casper, WY 82601.

Throughout this document, the City and the Lessee may be collectively referred to as the “parties.”

**RECITALS**

A. On March 3, 2020, the City and Lessee entered into a *Lease Agreement* (“Lease”) for the entire second floor of the City of Casper Municipal Golf Course Clubhouse located at 2120 Allendale Boulevard in Casper, Wyoming. The Lease expires by its terms on December 31, 2020.

B. The Parties agree that it is mutually beneficial to extend the Lease Term by three (3) months to adjust the termination date to March 31, 2021, to align this lease and future lease agreements with W.S. 12-4-103, which requires a lease agreement to be the same period for which the liquor license will be effective.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, the parties hereto agree by and between them to amend the Contract as follows:

**1. INCORPORATION OF RECITALS**

The recitals set forth above are hereby incorporated herein at this point as if fully set forth as part of this Amendment.

**2. AMENDMENT TO SECTION 2, LEASE TERM**

Section 2, which begins with “The term of this Lease” is deleted in its entirety and replaced with the following:

The term of this Lease shall be from April 1, 2020 to and include the 31<sup>st</sup> day of March, 2021. Provided, however, that Lessee shall have the option to renew the Lease for three (3) additional (1) year terms each under the same terms and condition as herein set forth, by giving Lessor ninety (90) days written notice of his intent to exercise each option prior to the end of the lease term or any renewal thereof. Notwithstanding such option, Lessor shall have the right, within

thirty (30) days after receiving the notice from the Lessor, to give Lessee written notice that the Lessor rejects such renewal and in such event, this Lease shall terminate at the end of the lease term, or any renewals thereof, in which such notice was given. Any negotiation of a new lease agreement shall commence one hundred and eighty (180) days prior to the termination of the old Lease Agreement.

**3. RATIFICATION**

The terms and conditions of the Contract, as modified herein, are hereby ratified by the parties and shall remain in full force and effect.

**IN WITNESS WHEREOF**, the undersigned duly authorized representatives of the Parties have executed this Amendment as of the day and year above.

APPROVED AS TO FORM

*Walter Tremel III*

ATTEST

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Fleur D. Tremel  
City Clerk

\_\_\_\_\_  
Steven K Freel  
Mayor

WITNESS

LESSEE  
Johnson Restaurant Group, Inc.

By: \_\_\_\_\_

By: *John D. Johnson*

Printed Name: \_\_\_\_\_

Printed Name: *JOHN D. JOHNSON*

Title: \_\_\_\_\_

Title: *President*

RESOLUTION NO. 20-111

A RESOLUTION AUTHORIZING AN AMENDMENT TO LEASE AGREEMENT WITH JOHNSON RESTAURANT GROUP, INC., FOR OPERATION OF THE 19<sup>TH</sup> HOLE RESTAURANT AT THE MUNICIPAL GOLF COURSE.

WHEREAS, the City of Casper desires to amend the Lease Agreement between the City of Casper and Johnson Restaurant Group, Inc. dated March 3, 2020 for the services of a restaurant operation, in the 19<sup>th</sup> Hole Restaurant facility, at the Municipal Golf Course; and,

WHEREAS, Johnson Restaurant Group, Inc., agrees that it is mutually beneficial extend the Lease Term.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, Amendment No. 1 to the Lease Agreement with Johnson Restaurant Group, Inc., for restaurant service operations in the 19<sup>th</sup> Hole Restaurant facility, at the Municipal Golf Course.

PASSED, APPROVED, AND ADOPTED this 19<sup>th</sup> day of May, 2020.

APPROVED AS TO FORM:

Walter Tremel

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Fleur Tremel  
City Clerk

\_\_\_\_\_  
Steven K. Freel  
Mayor

April 29, 2020

MEMO TO: J. Carter Napier, City Manager *JCN*

FROM: Thomas Solberg, Fire Chief  
Mark Harshman, Deputy Chief

SUBJECT: Authorize the acceptance of the Wyoming Office of Homeland Security Grant in the amount of \$104,000 for the purchase of Equipment for Regional Response Team 2.

**Meeting Type & Date:**

Regular Council  
Meeting May 19, 2020

**Action type:**

Minute  
Action

**Recommendation:**

That Council, by minute action, authorize the acceptance of the Wyoming Office of Homeland Security Grant in the amount of \$104,000 for the purchase of equipment for Regional Response Team 2.

**Summary:**

The Regional Response Grant awarded by the Wyoming Office of Homeland Security in the amount of \$104,000 will be used to purchase a medium duty truck chassis that will be outfitted to transport pod containers that will be outfitted with specific equipment related to specific all hazard responses. This vehicle will give Regional Response Team 2 which is managed by the Casper Fire-EMS Department the ability to transport critical equipment and infrastructure to Region 2 Emergencies (Natrona, Converse and Goshen Counties).

**Financial Considerations:**

This grant is \$104,000 and was awarded by the Wyoming Office of Homeland Security for the purchase of equipment for Regional Response Team 2.

**Oversight/Project Responsibility:**

Mark Harshman, Deputy Chief

**Attachments:**

No Attachments.