

# COUNCIL MEETING AGENDA

Casper City Council  
City Hall, Council Chambers  
Tuesday, September 15, 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.\****

COVID-19 precautions are in effect at Council meetings. All Council meetings including Work Sessions are held in Chambers. Entrance to the meetings is the east door off David Street. Upon entry you will be asked to sign-in for contact tracing purposes. Face coverings are encouraged. Seating has been gridded into six feet distances. Seating capacity for the public is fifteen seats. Media will be given priority for seating. Public input via email is encouraged: [CouncilComments@casperwy.gov](mailto:CouncilComments@casperwy.gov)

## AGENDA

1. ROLL CALL
2. PLEDGE OF ALLEGIANCE

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3. CONSIDERATION OF MINUTES OF THE AUGUST 25, 2020 SPECIAL COUNCIL MEETING, AS PUBLISHED IN THE CASPER STAR-TRIBUNE ON AUGUST 30, 2020
4. CONSIDERATION OF MINUTES OF THE AUGUST 25, 2020 EXECUTIVE SESSION – PERSONNEL
5. CONSIDERATION OF MINUTES OF THE SEPTEMBER 1, 2020 REGULAR COUNCIL MEETING, AS PUBLISHED IN THE CASPER STAR-TRIBUNE ON SEPTEMBER 12, 2020
6. CONSIDERATION OF BILLS AND CLAIMS
7. BRIGHT SPOTS IN OUR COMMUNITY – TIM HUNT, SOLID WASTE GARBAGE TRUCK DRIVER
8. COMMUNICATIONS
  - A. From Persons Present
9. ESTABLISH DATE OF PUBLIC HEARING
  - A. Consent
    1. Establish September 29, 2020 as the Public Hearing Date for Consideration of:
      - a. **Vacation of a 0.017-Acre Portion of a Public Right of Way** Located between Lot 17, Natrona Heights Re-Subdivision and Lot 4 of White’s Addition.
      - b. **Encroachment Agreements** between the City of Casper, Wyoming and **Natrona County**, Wyoming, at or Near the Wyoming Medical Center.
    2. Establish October 6, 2020, as the Public Hearing Date for Consideration of:
      - a. Amending Ordinance No. 18-17, a **Franchise Granting an Electric Utility Easement** to PacifiCorp, an Oregon Corporation, doing Business as **Rocky Mountain Power**.
      - b. Adopting the **Fiscal Year 2021 Budget Amendment #2**.
10. PUBLIC HEARINGS
  - A. Ordinance
    1. Amending Section 2.60.050 to the **Code of Ethics** of the Casper Municipal Code

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10. PUBLIC HEARINGS (continued)

B. Ordinance and Resolution

1. Annexation compliance with Title 15, Chapter 1, Article 4 of the Wyoming State Statutes to determine if the Annexation of the **Ide 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 Ide Addition.

11. RESOLUTIONS

A. Consent

1. Authorizing the **Acceptance of a Monetary Donation of \$10,000** from an Anonymous Donor to the Casper Police Department for Establishing a **Scholarship Program for Underserved Youth**.
2. Authorizing a Professional Services Contract with **Environmental & Civil Solutions, LLC**, for the **Chamberlain Road Planning and Environmental Linkage (PEL) Study**, not to Exceed an Amount of \$76,065.
3. Authorize an Amendment to the **Casper Area Transportation Coalition Optional 1%#16 Contract**.
4. Authorizing an **Outside-City Water** Agreement with **B & TW Holdings LLC**, located at 3703 Squaw Creek Road.
5. Authorizing an **Outside-City Water** Agreement with the **Steven L. Wilson Living Trust** at 4500 Squaw Creek Road.
6. Authorizing a Professional Services Agreement with **RDO Integrated Controls**, in the Amount of \$46,225, for Installation of a **GPS Control Unit for Landfill Equipment**.
7. Authorize a Professional Services Contract with **CLH Associates, LLC**, for the **Bar Nunn Salt Creek Study**, in an Amount not to Exceed \$70,000.

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

13. ADJOURN INTO EXECUTIVE SESSION – PERSONNEL AND LITIGATION

14. ADJOURNMENT

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Upcoming Council meetings

**Council meetings**

6:00 p.m. Tuesday, October 6, 2020– Council Chambers  
6:00 p.m. Tuesday, October 20, 2020 – Council Chambers

**Special session**

**4:30 p.m.** Tuesday, September 29, 2020 – Council Chambers

**Work sessions**

4:30 p.m. Tuesday, September 22, 2020 – Council Chambers  
4:30 p.m. Tuesday, October 13, 2020– Council Chambers

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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

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# City of Casper - Bills and Claims for September 15, 2020

## 0970 CED

0970 CED	Hogadon - Operations	Shrink Tubing kit	\$71.98
0970 CED	Hogadon - Operations	Multi-meter fuse	\$26.50
<i>0970 CED - Total For Hogadon - Operations</i>			<i>\$98.48</i>
<b>0970 CED - ALL DEPARTMENTS</b>			<b>\$98.48</b>

## 307 COLLISION

307 COLLISION	Fleet Maintenance Fund	Claim #3042CA	\$4,418.27
<i>307 COLLISION - Total For Fleet Maintenance Fund</i>			<i>\$4,418.27</i>
<b>307 COLLISION - ALL DEPARTMENTS</b>			<b>\$4,418.27</b>

## 477 KM LLC

477 KM LLC	Social Community Services	Safety supplies	\$478.00
477 KM LLC	Social Community Services	Safety supplies	\$934.00
<i>477 KM LLC - Total For Social Community Services</i>			<i>\$1,412.00</i>
<b>477 KM LLC - ALL DEPARTMENTS</b>			<b>\$1,412.00</b>

## 71 CONSTRUCTION, INC

71 CONSTRUCTION, INC	Balefill - Disposal & Landfill	GRAVEL FOR FENCE LINE AND GATE SOLID WAS	\$107.88
<i>71 CONSTRUCTION, INC - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$107.88</i>
71 CONSTRUCTION, INC	Capital Projects Fund	K Street Phase 2A Construction	153,521.01
<i>71 CONSTRUCTION, INC - Total For Capital Projects Fund</i>			<i>\$153,521.01</i>
71 CONSTRUCTION, INC	Parks - Parks Maint.	Rock for Service Center	\$76.83
71 CONSTRUCTION, INC	Parks - Parks Maint.	Landscape Rock for Service Center	\$114.66
<i>71 CONSTRUCTION, INC - Total For Parks - Parks Maint.</i>			<i>\$191.49</i>
71 CONSTRUCTION, INC	Streets	1/2" Hot Mix	\$66,197.91
71 CONSTRUCTION, INC	Streets	Tack Oil	\$4,645.40
<i>71 CONSTRUCTION, INC - Total For Streets</i>			<i>\$70,843.31</i>
<b>71 CONSTRUCTION, INC - ALL DEPARTMENTS</b>			<b>\$224,663.69</b>

## AAA LANDSCAPING

AAA LANDSCAPING	Code Enforcement	Mowing	\$346.18
<i>AAA LANDSCAPING - Total For Code Enforcement</i>			<i>\$346.18</i>
<b>AAA LANDSCAPING - ALL DEPARTMENTS</b>			<b>\$346.18</b>

## ACUSHNET COMPANY

ACUSHNET COMPANY	Golf	Golf Balls for Sale	\$160.00
<i>ACUSHNET COMPANY - Total For Golf</i>			<i>\$160.00</i>
<b>ACUSHNET COMPANY - ALL DEPARTMENTS</b>			<b>\$160.00</b>

## ADECCO USA, INC.

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

## AHERN RENTALS INC

AHERN RENTALS INC	Balefill - Baler Processing	Services	\$140.05
<i>AHERN RENTALS INC - Total For Balefill - Baler Processing</i>			<i>\$140.05</i>
<b>AHERN RENTALS INC - ALL DEPARTMENTS</b>			<b>\$140.05</b>

## AIR INNOVATIONS

AIR INNOVATIONS	Golf - Operations	Repair cooler	\$148.75
<i>AIR INNOVATIONS - Total For Golf - Operations</i>			<i>\$148.75</i>
<b>AIR INNOVATIONS - ALL DEPARTMENTS</b>			<b>\$148.75</b>

## AIRGAS USA LLC

AIRGAS USA LLC	Balefill - Disposal & Landfill	Safety Supplies	\$226.99
<i>AIRGAS USA LLC - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$226.99</i>
AIRGAS USA LLC	Refuse - Residential	Gloves	\$192.80
AIRGAS USA LLC	Refuse - Residential	Glass Wires	\$34.32
<i>AIRGAS USA LLC - Total For Refuse - Residential</i>			<i>\$227.12</i>

**AIRGAS USA LLC - ALL DEPARTMENTS** \$454.11

## AIRGAS USA, LLC

AIRGAS USA, LLC	Sewer Wastewater Collection safety supplies	\$33.95
<i>AIRGAS USA, LLC - Total For Sewer Wastewater Collection</i>		<i>\$33.95</i>

**AIRGAS USA, LLC - ALL DEPARTMENTS** \$33.95

## ALBERTSONS #0062

ALBERTSONS #0062	Fire-EMS Operations	Water for Station 3	\$5.37
<i>ALBERTSONS #0062 - Total For Fire-EMS Operations</i>			<i>\$5.37</i>

**ALBERTSONS #0062 - ALL DEPARTMENTS** \$5.37

## ALL OUT FIRE EXTINGU

ALL OUT FIRE EXTINGU	Water Distribution	fire extinguisher	\$60.00
<i>ALL OUT FIRE EXTINGU - Total For Water Distribution</i>			<i>\$60.00</i>

**ALL OUT FIRE EXTINGU - ALL DEPARTMENTS** \$60.00

## ALLURETECH

ALLURETECH	Miller St. Dormitory	Internet Access	\$42.00
<i>ALLURETECH - Total For Miller St. Dormitory</i>			<i>\$42.00</i>

**ALLURETECH - ALL DEPARTMENTS** \$42.00

## ALSCO

ALSCO	Balefill - Baler Processing	Uniforms	\$76.10
ALSCO	Balefill - Baler Processing	Uniforms	\$76.10

*ALSCO - Total For Balefill - Baler Processing* \$152.20

ALSCO	Balefill - Disposal & Landfill	Rug Rental	\$53.50
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ALSCO	Balefill - Disposal & Landfill	Rugs	\$53.50
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*ALSCO - Total For Balefill - Disposal & Landfill* \$107.00

ALSCO	Police Federal Grants	Laundry Service	\$15.00
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ALSCO	Police Federal Grants	Laundry Service	\$15.00
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ALSCO	Police Federal Grants	Laundry Service	\$15.00
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<i>ALSCO - Total For Police Federal Grants</i>			\$45.00
ALSCO	Refuse - Residential	Uniforms	\$56.16
ALSCO	Refuse - Residential	Uniforms	\$56.16
<i>ALSCO - Total For Refuse - Residential</i>			\$112.32
ALSCO	Streets	Uniforms	\$392.96
<i>ALSCO - Total For Streets</i>			\$392.96
<b>ALSCO - ALL DEPARTMENTS</b>			<b>\$809.48</b>

## AMAZON.COM MF01X2DW2

AMAZON.COM MF01X2DW	Municipal Court	Coffee	\$12.53
<i>AMAZON.COM MF01X2DW2 - Total For Municipal Court</i>			\$12.53
<b>AMAZON.COM MF01X2DW2 - ALL DEPARTMENTS</b>			<b>\$12.53</b>

## AMAZON.COM MM6VJ93C0

AMAZON.COM MM6VJ93C0	Police Administration	unmanned aircraft book	\$99.75
<i>AMAZON.COM MM6VJ93C0 - Total For Police Administration</i>			\$99.75
<b>AMAZON.COM MM6VJ93C0 - ALL DEPARTMENTS</b>			<b>\$99.75</b>

## AMERICAN TITLE AGENC

AMERICAN TITLE AGENC	Water Administration	O & E Report	\$250.00
AMERICAN TITLE AGENC	Water Administration	O & E Report	\$250.00
AMERICAN TITLE AGENC	Water Administration	O & E Report	\$250.00
<i>AMERICAN TITLE AGENC - Total For Water Administration</i>			\$750.00
<b>AMERICAN TITLE AGENC - ALL DEPARTMENTS</b>			<b>\$750.00</b>

## AMERIGAS - CASPER

AMERIGAS - CASPER	Balefill - Disposal & Landfill	Propane	\$100.98
AMERIGAS - CASPER	Balefill - Disposal & Landfill	Supplies	\$217.28
<i>AMERIGAS - CASPER - Total For Balefill - Disposal &amp; Landfill</i>			\$318.26
AMERIGAS - CASPER	Regional Water Operations	Vehicle fuel	\$7.80
<i>AMERIGAS - CASPER - Total For Regional Water Operations</i>			\$7.80
<b>AMERIGAS - CASPER - ALL DEPARTMENTS</b>			<b>\$326.06</b>



## AMERI-TECH EQUIPMENT

AMERI-TECH EQUIPMENT	Refuse - Commercial	Packing Cylinder	\$3,385.97
AMERI-TECH EQUIPMENT	Refuse - Commercial	Repair	\$949.13
<i>AMERI-TECH EQUIPMENT - Total For Refuse - Commercial</i>			<i>\$4,335.10</i>
<b>AMERI-TECH EQUIPMENT - ALL DEPARTMENTS</b>			<b>\$4,335.10</b>

## AMZN Mktp US

AMZN Mktp US	Information Services	SDI to HDMI converter for Council	\$81.12
AMZN Mktp US	Information Services	Black magic Audio to SDI Converter	\$495.91
<i>AMZN Mktp US - Total For Information Services</i>			<i>\$577.03</i>
AMZN Mktp US	Municipal Court	Office Supplies	\$11.91
AMZN Mktp US	Municipal Court	Office Supplies	\$55.58
<i>AMZN Mktp US - Total For Municipal Court</i>			<i>\$67.49</i>
AMZN Mktp US	Parks - Urban Forestry	Silky Hand Saw	\$59.00
<i>AMZN Mktp US - Total For Parks - Urban Forestry</i>			<i>\$59.00</i>
AMZN Mktp US	Sewer Wastewater Collection	vehicle tablet chargers	\$91.98
<i>AMZN Mktp US - Total For Sewer Wastewater Collection</i>			<i>\$91.98</i>
AMZN Mktp US	Water Distribution	Impeller replacements & screen protectors	\$113.84
<i>AMZN Mktp US - Total For Water Distribution</i>			<i>\$113.84</i>
<b>AMZN Mktp US - ALL DEPARTMENTS</b>			<b>\$909.34</b>

## ARCHITECTURALGLAZING

ARCHITECTURALGLAZING	Property Insurance Fund	Solid Waste Door Repair Claim 2822 PO Number	\$3,274.00
<i>ARCHITECTURALGLAZING - Total For Property Insurance Fund</i>			<i>\$3,274.00</i>
ARCHITECTURALGLAZING	Regional Water Operations	Annual Maint on garage doors	\$135.00
ARCHITECTURALGLAZING	Regional Water Operations	Annual Maint on garage doors	\$557.40
<i>ARCHITECTURALGLAZING - Total For Regional Water Operations</i>			<i>\$692.40</i>
<b>ARCHITECTURALGLAZING - ALL DEPARTMENTS</b>			<b>\$3,966.40</b>

## ARROWHEAD HEATING &

ARROWHEAD HEATING &	Balefill - Baler Processing	Monthly Service	\$173.00
<i>ARROWHEAD HEATING &amp; - Total For Balefill - Baler Processing</i>			<i>\$173.00</i>
ARROWHEAD HEATING &	Balefill - Disposal & Landfill	Monthly Service	\$141.67

ARROWHEAD HEATING &	Balefill - Disposal & Landfill	Monthly Service	\$180.00
<i>ARROWHEAD HEATING &amp; - Total For Balefill - Disposal &amp; Landfill</i>			\$321.67
<b>ARROWHEAD HEATING &amp; - ALL DEPARTMENTS</b>			<b>\$494.67</b>

## AT&T BILL PAYMENT

AT&T BILL PAYMENT	Code Enforcement	AIR CARDS FOR THE BUILDING INSPECTORS	\$200.20
AT&T BILL PAYMENT	Code Enforcement	AIR CARDS FOR BUILDING INSPECTORS	\$342.09
<i>AT&amp;T BILL PAYMENT - Total For Code Enforcement</i>			\$542.29
AT&T BILL PAYMENT	Streets	Monthly bill for 2 traffic tablets	\$80.08
<i>AT&amp;T BILL PAYMENT - Total For Streets</i>			\$80.08
<b>AT&amp;T BILL PAYMENT - ALL DEPARTMENTS</b>			<b>\$622.37</b>

## AT&T PREMIER EBIL

AT&T PREMIER EBIL	Metro Animal Control	TELECOMMUNICATION SERV.INCLUD. LOCAL/L.	\$301.28
<i>AT&amp;T PREMIER EBIL - Total For Metro Animal Control</i>			\$301.28
AT&T PREMIER EBIL	Police Administration	TELECOMMUNICATION SERV.INCLUD. LOCAL/L.	\$7,796.95
<i>AT&amp;T PREMIER EBIL - Total For Police Administration</i>			\$7,796.95
<b>AT&amp;T PREMIER EBIL - ALL DEPARTMENTS</b>			<b>\$8,098.23</b>

## ATLANTIC ELECTRIC, I

ATLANTIC ELECTRIC, I	Property Insurance Fund	Pole Base	\$3,700.00
<i>ATLANTIC ELECTRIC, I - Total For Property Insurance Fund</i>			\$3,700.00
ATLANTIC ELECTRIC, I	Traffic Control	LED upgrade on three intersections	\$7,855.00
<i>ATLANTIC ELECTRIC, I - Total For Traffic Control</i>			\$7,855.00
<b>ATLANTIC ELECTRIC, I - ALL DEPARTMENTS</b>			<b>\$11,555.00</b>

## ATLAS OFFICE PRODUCT

ATLAS OFFICE PRODUCT	Balefill - Disposal & Landfill	Office Supplies	\$28.48
<i>ATLAS OFFICE PRODUCT - Total For Balefill - Disposal &amp; Landfill</i>			\$28.48
ATLAS OFFICE PRODUCT	Cemetery	ATLAS CEMETERY OFFICE SUPPLIES	\$80.99
<i>ATLAS OFFICE PRODUCT - Total For Cemetery</i>			\$80.99
ATLAS OFFICE PRODUCT	City Attorney	COMMERCIAL EQUIPMENT, NOT ELSEWHERE CL	\$71.59
<i>ATLAS OFFICE PRODUCT - Total For City Attorney</i>			\$71.59

ATLAS OFFICE PRODUCT	Human Resources	1 pair of Scissors, 1 box of cards for SOAR, 1 box	\$76.20
<i>ATLAS OFFICE PRODUCT - Total For Human Resources</i>			\$76.20
ATLAS OFFICE PRODUCT	Information Services	64 GB USB Drive for Huss	\$10.37
ATLAS OFFICE PRODUCT	Information Services	Mouse with wrist rest	\$17.92
<i>ATLAS OFFICE PRODUCT - Total For Information Services</i>			\$28.29
ATLAS OFFICE PRODUCT	Police Administration	Office supplies	\$175.44
<i>ATLAS OFFICE PRODUCT - Total For Police Administration</i>			\$175.44
<b>ATLAS OFFICE PRODUCT - ALL DEPARTMENTS</b>			<b>\$460.99</b>

## ATLAS REPRODUCTION

ATLAS REPRODUCTION	Planning	Copies & Laminate	\$42.00
<i>ATLAS REPRODUCTION - Total For Planning</i>			\$42.00
<b>ATLAS REPRODUCTION - ALL DEPARTMENTS</b>			<b>\$42.00</b>

## BAILEY'S ACE HARDWAR

BAILEY'S ACE HARDWAR	Balefill - Baler Processing	Paint	\$17.50
BAILEY'S ACE HARDWAR	Balefill - Baler Processing	Supplies	\$6.59
BAILEY'S ACE HARDWAR	Balefill - Baler Processing	Supplies	\$32.34
<i>BAILEY'S ACE HARDWAR - Total For Balefill - Baler Processing</i>			\$56.43
BAILEY'S ACE HARDWAR	Balefill - Disposal & Landfill	Supplies	\$25.48
<i>BAILEY'S ACE HARDWAR - Total For Balefill - Disposal &amp; Landfill</i>			\$25.48
BAILEY'S ACE HARDWAR	Refuse - Residential	Supplies	\$32.33
<i>BAILEY'S ACE HARDWAR - Total For Refuse - Residential</i>			\$32.33
<b>BAILEY'S ACE HARDWAR - ALL DEPARTMENTS</b>			<b>\$114.24</b>

## BAILEYS ACE HDWE

BAILEYS ACE HDWE	Balefill - Disposal & Landfill	SEAL TAPE	\$29.15
<i>BAILEYS ACE HDWE - Total For Balefill - Disposal &amp; Landfill</i>			\$29.15
BAILEYS ACE HDWE	Buildings & Structures Fund	Supplies to repair swamp cooler at Golf Course	\$1.88
BAILEYS ACE HDWE	Buildings & Structures Fund	BAS Shop Supplies	\$53.97
BAILEYS ACE HDWE	Buildings & Structures Fund	Supplies to repair ice maker at Golf Course	\$5.48
<i>BAILEYS ACE HDWE - Total For Buildings &amp; Structures Fund</i>			\$61.33
BAILEYS ACE HDWE	Traffic Control	Surge protectors for 9th & Ash and Ash & Collins	\$44.97

<i>BAILEYS ACE HDWE - Total For Traffic Control</i>			\$44.97
BAILEYS ACE HDWE	WWTP Operations	Spray paint	\$25.45
<i>BAILEYS ACE HDWE - Total For WWTP Operations</i>			\$25.45
<b>BAILEYS ACE HDWE - ALL DEPARTMENTS</b>			<b>\$160.90</b>

## BARGREEN WYOMING

BARGREEN WYOMING	Golf - Operations	Toilet Paper/ Paper Towels/ Soap for Club hous	\$198.39
<i>BARGREEN WYOMING - Total For Golf - Operations</i>			\$198.39
<b>BARGREEN WYOMING - ALL DEPARTMENTS</b>			<b>\$198.39</b>

## BESTBUYCOM8063014853

BESTBUYCOM8063014853	Information Services	Roku Stick	\$39.99
<i>BESTBUYCOM8063014853 - Total For Information Services</i>			\$39.99
<b>BESTBUYCOM8063014853 - ALL DEPARTMENTS</b>			<b>\$39.99</b>

## BLOEDORN LUMBER

BLOEDORN LUMBER	Buildings & Structures Fund	Tools	\$76.41
BLOEDORN LUMBER	Buildings & Structures Fund	Bolt & Nut	\$1.44
BLOEDORN LUMBER	Buildings & Structures Fund	Exterior Door	\$238.22
<i>BLOEDORN LUMBER - Total For Buildings &amp; Structures Fund</i>			\$316.07
<b>BLOEDORN LUMBER - ALL DEPARTMENTS</b>			<b>\$316.07</b>

## BLOEDORN LUMBER CASP

BLOEDORN LUMBER CASP	Buildings & Structures Fund	Supplies to repair Parks Pump House	\$13.49
<i>BLOEDORN LUMBER CASP - Total For Buildings &amp; Structures Fund</i>			\$13.49
BLOEDORN LUMBER CASP	Parks - Parks Maint.	Pipe fittings	\$5.63
BLOEDORN LUMBER CASP	Parks - Parks Maint.	Multibit screwdriver	\$14.39
<i>BLOEDORN LUMBER CASP - Total For Parks - Parks Maint.</i>			\$20.02
<b>BLOEDORN LUMBER CASP - ALL DEPARTMENTS</b>			<b>\$33.51</b>

## BLUE360 MEDIA LLC

BLUE360 MEDIA LLC	Police Administration	wy criminal law manuals	\$1,139.25
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BLUE360 MEDIA LLC - Total For Police Administration \$1,139.25

**BLUE360 MEDIA LLC - ALL DEPARTMENTS** **\$1,139.25**

### **BRENNTAG PACIFIC, IN**

BRENNTAG PACIFIC, IN	Regional Water Operations	Ferric Chloride 8/18/20	\$10,013.30
BRENNTAG PACIFIC, IN	Regional Water Operations	Ferric Chloride 8/13/20	\$10,086.78
BRENNTAG PACIFIC, IN	Regional Water Operations	Ferric Chloride	\$11,079.80
BRENNTAG PACIFIC, IN	Regional Water Operations	Chemicals	\$10,072.92
BRENNTAG PACIFIC, IN	Regional Water Operations	Ferric Chloride 8/7/20	\$10,308.10
BRENNTAG PACIFIC, IN	Regional Water Operations	Ferric Chloride 8/20/20	\$9,956.10

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*BRENNTAG PACIFIC, IN - Total For Regional Water Operations* *\$61,517.00*

BRENNTAG PACIFIC, IN	WWTP Operations	Ferric chloride for dewatering	\$11,711.14
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*BRENNTAG PACIFIC, IN - Total For WWTP Operations* *\$11,711.14*

**BRENNTAG PACIFIC, IN - ALL DEPARTMENTS** **\$73,228.14**

### **BRIAN'S GO TO SERVIC**

BRIAN'S GO TO SERVIC	Code Enforcement	Mowing	\$61.46
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*BRIAN'S GO TO SERVIC - Total For Code Enforcement* *\$61.46*

**BRIAN'S GO TO SERVIC - ALL DEPARTMENTS** **\$61.46**

### **BRIDGESTONE SPORTS U**

BRIDGESTONE SPORTS U	Golf	Golf Balls for sale	\$199.20
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*BRIDGESTONE SPORTS U - Total For Golf* *\$199.20*

**BRIDGESTONE SPORTS U - ALL DEPARTMENTS** **\$199.20**

### **BUFFALO BRAND SEED L**

BUFFALO BRAND SEED L	Golf - Operations	250 lbs KBB, 150 lbs Perennial Rye	\$1,021.00
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*BUFFALO BRAND SEED L - Total For Golf - Operations* *\$1,021.00*

**BUFFALO BRAND SEED L - ALL DEPARTMENTS** **\$1,021.00**

### **BUSH-WELLS SPORTING**

BUSH-WELLS SPORTING	Fire-EMS Operations	Unifroms	\$1,154.00
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*BUSH-WELLS SPORTING - Total For Fire-EMS Operations* \$1,154.00

**BUSH-WELLS SPORTING - ALL DEPARTMENTS** \$1,154.00

## CASPER STAR TRIBUNE

CASPER STAR TRIBUNE      Regional Water Operations      Advertising \$49.86

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*CASPER STAR TRIBUNE - Total For Regional Water Operations* \$49.86

**CASPER STAR TRIBUNE - ALL DEPARTMENTS** \$49.86

## CASPER STAR-TRIBUNE,

CASPER STAR-TRIBUNE,      City Clerk      Affidavit \$12.00

CASPER STAR-TRIBUNE,      City Clerk      Affidavit \$12.00

CASPER STAR-TRIBUNE,      City Clerk      Council Minutes \$1,954.60

CASPER STAR-TRIBUNE,      City Clerk      Council Minutes \$134.40

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*CASPER STAR-TRIBUNE, - Total For City Clerk* \$2,113.00

**CASPER STAR-TRIBUNE, - ALL DEPARTMENTS** \$2,113.00

## CASPER TIRE

CASPER TIRE      Refuse - Commercial      Flat Repair \$35.00

CASPER TIRE      Refuse - Commercial      Flat Repair \$70.00

CASPER TIRE      Refuse - Commercial      Flat Repair \$140.00

CASPER TIRE      Refuse - Commercial      Flat Repair \$35.00

CASPER TIRE      Refuse - Commercial      Flat Repair \$35.00

CASPER TIRE      Refuse - Commercial      Flat Repair \$35.00

CASPER TIRE      Refuse - Commercial      Flat Repair \$70.00

CASPER TIRE      Refuse - Commercial      Flat Repair \$35.00

CASPER TIRE      Refuse - Commercial      Flat Repair \$43.00

CASPER TIRE      Refuse - Commercial      Flat Repair \$35.00

CASPER TIRE      Refuse - Commercial      Flat Repair \$43.00

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*CASPER TIRE - Total For Refuse - Commercial* \$576.00

**CASPER TIRE - ALL DEPARTMENTS** \$576.00

## CASPER WINNELSON CO

CASPER WINNELSON CO      Buildings & Structures Fund      Sink repair supplies for Solid Waste \$251.09

CASPER WINNELSON CO	Buildings & Structures Fund	Toilet repair supplies for Service Center	\$113.08
CASPER WINNELSON CO	Buildings & Structures Fund	Pool repair parts for Washington Pool	\$71.18
<i>CASPER WINNELSON CO - Total For Buildings &amp; Structures Fund</i>			<i>\$435.35</i>
<b>CASPER WINNELSON CO - ALL DEPARTMENTS</b>			<b>\$435.35</b>

## CASPER/NATRONA COUNT

CASPER/NATRONA COUNT	Police Administration	4 parking for command college	\$20.00
<i>CASPER/NATRONA COUNT - Total For Police Administration</i>			<i>\$20.00</i>
<b>CASPER/NATRONA COUNT - ALL DEPARTMENTS</b>			<b>\$20.00</b>

## CENTRAL WY. REGIONAL

CENTRAL WY. REGIONAL	Water Administration	August 2020 Wholesale Water	328,175.94
<i>CENTRAL WY. REGIONAL - Total For Water Administration</i>			<i>\$1,328,175.94</i>
<b>CENTRAL WY. REGIONAL - ALL DEPARTMENTS</b>			<b>\$1,328,175.94</b>

## CENTURYLINK

CENTURYLINK	Balefill - Disposal & Landfill	307 265-4035 606B	\$60.74
<i>CENTURYLINK - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$60.74</i>
<b>CENTURYLINK - ALL DEPARTMENTS</b>			<b>\$60.74</b>

## CH2MHILL, INC.

CH2MHILL, INC.	WWTP Operations	Gems S028979-WWTP 2ndary Treat	\$10,903.23
<i>CH2MHILL, INC. - Total For WWTP Operations</i>			<i>\$10,903.23</i>
<b>CH2MHILL, INC. - ALL DEPARTMENTS</b>			<b>\$10,903.23</b>

## CITY OF CASPER

CITY OF CASPER	CATC - CARES Act	July 2020 CATC Workorders	\$23,226.76
CITY OF CASPER	CATC - CARES Act	July 2020 CATC Fuel Charges	\$9,876.49
<i>CITY OF CASPER - Total For CATC - CARES Act</i>			<i>\$33,103.25</i>
CITY OF CASPER	Regional Water Operations	Utility Billing	\$24.56
CITY OF CASPER	Regional Water Operations	Utility Billing	\$124.50
<i>CITY OF CASPER - Total For Regional Water Operations</i>			<i>\$149.06</i>

**CITY OF CASPER - ALL DEPARTMENTS**

\$33,252.31

**CIVIL ENGINEERING PR**

CIVIL ENGINEERING PR	Capital Projects Fund	Engineering Svcs for Beverly St Proj 18-060	\$5,608.25
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<i>CIVIL ENGINEERING PR - Total For Capital Projects Fund</i>			\$5,608.25
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**CIVIL ENGINEERING PR - ALL DEPARTMENTS**

\$5,608.25

**CMI TECO, INC.**

CMI TECO, INC.	Refuse - Commercial	Work on Unit #222286	\$1,707.66
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CMI TECO, INC.	Refuse - Commercial	Work on unit #222272	\$139.09
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CMI TECO, INC.	Refuse - Commercial	Work on unit #222289	\$1,802.80
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CMI TECO, INC.	Refuse - Commercial	Repair on unit #222275	\$3,658.01
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CMI TECO, INC.	Refuse - Commercial	Work on unit #222272	\$300.33
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CMI TECO, INC.	Refuse - Commercial	Work on unit #222284	\$1,718.27
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CMI TECO, INC.	Refuse - Commercial	work on Unit #222261	\$462.27
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CMI TECO, INC.	Refuse - Commercial	Work on unit #222285	\$285.46
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CMI TECO, INC.	Refuse - Commercial	Work on unit #222273	\$2,127.80
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CMI TECO, INC.	Refuse - Commercial	Work on unit #222274	\$6,912.85
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CMI TECO, INC.	Refuse - Commercial	Repairs to unit #222255	\$3,689.69
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CMI TECO, INC.	Refuse - Commercial	Work on unit #222299	\$2,308.57
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CMI TECO, INC.	Refuse - Commercial	Work on unit #222287	\$1,867.49
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CMI TECO, INC.	Refuse - Commercial	Repairs to unit #222272	\$387.98
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CMI TECO, INC.	Refuse - Commercial	Work on unit #222299	\$112.09
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<i>CMI TECO, INC. - Total For Refuse - Commercial</i>			\$27,480.36
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CMI TECO, INC.	Refuse - Recycling	Repairs on unit #222247	\$2,023.70
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CMI TECO, INC.	Refuse - Recycling	Repairs on unit #222276	\$6,463.45
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CMI TECO, INC.	Refuse - Recycling	Work on unit #222248	\$355.17
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<i>CMI TECO, INC. - Total For Refuse - Recycling</i>			\$8,842.32
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**CMI TECO, INC. - ALL DEPARTMENTS**

\$36,322.68

**COASTAL CHEMICAL CO**

COASTAL CHEMICAL CO	Regional Water Operations	Vehicle Fuel	\$76.41
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<i>COASTAL CHEMICAL CO - Total For Regional Water Operations</i>			\$76.41
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**COASTAL CHEMICAL CO - ALL DEPARTMENTS** \$76.41

## COCA COLA BOTTLING C

COCA COLA BOTTLING C Refuse - Residential WATER FOR SCALE HOUSE \$22.50

*COCA COLA BOTTLING C - Total For Refuse - Residential* \$22.50

**COCA COLA BOTTLING C - ALL DEPARTMENTS** \$22.50

## COMMUNICATION TECHNO

COMMUNICATION TECHNO Fire-EMS Administration Toughbook docking station and power \$1,957.00

*COMMUNICATION TECHNO - Total For Fire-EMS Administration* \$1,957.00

**COMMUNICATION TECHNO - ALL DEPARTMENTS** \$1,957.00

## COMTRONIX, INC.

COMTRONIX, INC. Aquatics - Operations ALARM MONITORING \$165.00

*COMTRONIX, INC. - Total For Aquatics - Operations* \$165.00

COMTRONIX, INC. Cemetery CEM BLD FIRE ALARM ANNUAL TEST \$147.00

*COMTRONIX, INC. - Total For Cemetery* \$147.00

COMTRONIX, INC. Ice Arena - Operations ALARM MONITORING \$108.00

*COMTRONIX, INC. - Total For Ice Arena - Operations* \$108.00

COMTRONIX, INC. Police Administration Alarm Monitoring \$150.00

*COMTRONIX, INC. - Total For Police Administration* \$150.00

COMTRONIX, INC. Rec Center - Admin ALARM MONITORING \$108.00

*COMTRONIX, INC. - Total For Rec Center - Admin* \$108.00

**COMTRONIX, INC. - ALL DEPARTMENTS** \$678.00

## CONSOLIDATED ELECTRI

CONSOLIDATED ELECTRI Capital Projects Fund Supplies \$290.00

*CONSOLIDATED ELECTRI - Total For Capital Projects Fund* \$290.00

**CONSOLIDATED ELECTRI - ALL DEPARTMENTS** \$290.00

## CONTAINER COMPONENTS

CONTAINER COMPONENTS Refuse - Commercial NEW LOCK BARS \$1,523.28

CONTAINER COMPONENTS - Total For Refuse - Commercial \$1,523.28

**CONTAINER COMPONENTS - ALL DEPARTMENTS \$1,523.28**

## CONVERGEONE

CONVERGEONE Human Resources 3 CISCO PHONES \$316.20

CONVERGEONE - Total For Human Resources \$316.20

CONVERGEONE Refuse - Residential Technology Items (computers, software, and ne \$444.85

CONVERGEONE - Total For Refuse - Residential \$444.85

**CONVERGEONE - ALL DEPARTMENTS \$761.05**

## COURTYARD HARTFORD C

COURTYARD HARTFORD C Police Administration room for training in CT \$460.00

COURTYARD HARTFORD C Police Administration room for training in CT \$460.00

COURTYARD HARTFORD C Police Administration room charges training in CT \$460.00

COURTYARD HARTFORD C - Total For Police Administration \$1,380.00

**COURTYARD HARTFORD C - ALL DEPARTMENTS \$1,380.00**

## CPS DISTRIBUTORS

CPS DISTRIBUTORS Capital Projects Fund Motor for pump #3 at the soccer well field \$1,677.88

CPS DISTRIBUTORS - Total For Capital Projects Fund \$1,677.88

CPS DISTRIBUTORS Parks - Parks Maint. Irrigation repair PV Park \$16.32

CPS DISTRIBUTORS Parks - Parks Maint. Heads and risers for stock \$416.15

CPS DISTRIBUTORS Parks - Parks Maint. Splice kit and tape for soccer pump \$15.43

CPS DISTRIBUTORS Parks - Parks Maint. Heads for Service Center \$65.91

CPS DISTRIBUTORS Parks - Parks Maint. Heads for I-25 & Center \$395.44

CPS DISTRIBUTORS Parks - Parks Maint. Pipe fitting Highland Park \$0.82

CPS DISTRIBUTORS Parks - Parks Maint. Heads for Amoco Park \$395.44

CPS DISTRIBUTORS Parks - Parks Maint. Irrigation repair 13th & Sycamore \$26.76

CPS DISTRIBUTORS - Total For Parks - Parks Maint. \$1,332.27

**CPS DISTRIBUTORS - ALL DEPARTMENTS \$3,010.15**

## CPU IIT

CPU IIT Public Safety Communication ELECTRONIC SALES \$264.55

<i>CPU IIT - Total For Public Safety Communications</i>			\$264.55
CPU IIT	Refuse - Residential	Technology Items (computers, software, and ne	\$950.40
<i>CPU IIT - Total For Refuse - Residential</i>			\$950.40
CPU IIT	Sewer Wastewater Collection	tablet case	\$54.99
<i>CPU IIT - Total For Sewer Wastewater Collection</i>			\$54.99
<b>CPU IIT - ALL DEPARTMENTS</b>			<b>\$1,269.94</b>

## CRUM ELECTRIC SUPPLY

CRUM ELECTRIC SUPPLY	WWTP Regional Interceptors	Electrical parts	\$190.63
<i>CRUM ELECTRIC SUPPLY - Total For WWTP Regional Interceptors</i>			\$190.63
<b>CRUM ELECTRIC SUPPLY - ALL DEPARTMENTS</b>			<b>\$190.63</b>

## DAVIDSON FIXED INCOM

DAVIDSON FIXED INCOM	Weed & Pest Fund	Portfolio management	\$3,610.15
<i>DAVIDSON FIXED INCOM - Total For Weed &amp; Pest Fund</i>			\$3,610.15
<b>DAVIDSON FIXED INCOM - ALL DEPARTMENTS</b>			<b>\$3,610.15</b>

## DBC IRRIGATION SUPPL

DBC IRRIGATION SUPPL	Parks - Parks Maint.	Irrigation repair 13th street ballfields	\$82.23
DBC IRRIGATION SUPPL	Parks - Parks Maint.	Irrigation Parts	\$210.39
DBC IRRIGATION SUPPL	Parks - Parks Maint.	Irrigation repair 13th Street Ballfields	\$21.61
<i>DBC IRRIGATION SUPPL - Total For Parks - Parks Maint.</i>			\$314.23
<b>DBC IRRIGATION SUPPL - ALL DEPARTMENTS</b>			<b>\$314.23</b>

## DELL MARKETING LP

DELL MARKETING LP	Hogadon - Admin	Technology Items (computers, software, and ne	\$1,140.24
<i>DELL MARKETING LP - Total For Hogadon - Admin</i>			\$1,140.24
DELL MARKETING LP	Police Administration	Technology Items (computers, software, and ne	\$380.08
<i>DELL MARKETING LP - Total For Police Administration</i>			\$380.08
DELL MARKETING LP	Refuse - Residential	Technology Items (computers, software, and ne	\$380.08
<i>DELL MARKETING LP - Total For Refuse - Residential</i>			\$380.08
DELL MARKETING LP	Weed & Pest Fund	VLA Office Pro Plus 2019	\$206.00
DELL MARKETING LP	Weed & Pest Fund	VLA Office Pro Plus 2019	\$174.08

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DELL MARKETING LP - Total For Weed & Pest Fund \$380.08

**DELL MARKETING LP - ALL DEPARTMENTS** **\$2,280.48**

## DENNIS SUPPLY CO.

DENNIS SUPPLY CO.	Buildings & Structures Fund	Air filter	\$13.46
DENNIS SUPPLY CO.	Buildings & Structures Fund	Fan cycle control	\$35.44
DENNIS SUPPLY CO.	Buildings & Structures Fund	Filter	\$43.92
DENNIS SUPPLY CO.	Buildings & Structures Fund	Returned compressor	(\$541.69)
DENNIS SUPPLY CO.	Buildings & Structures Fund	Filters	\$36.05
DENNIS SUPPLY CO.	Buildings & Structures Fund	Compressor	\$541.69
DENNIS SUPPLY CO.	Buildings & Structures Fund	Belts & Filters	\$31.63

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*DENNIS SUPPLY CO. - Total For Buildings & Structures Fund* *\$160.50*

DENNIS SUPPLY CO.	Capital Projects Fund	Refrigerant Gas	\$181.25
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*DENNIS SUPPLY CO. - Total For Capital Projects Fund* *\$181.25*

**DENNIS SUPPLY CO. - ALL DEPARTMENTS** **\$341.75**

## DESERT SNOW 1

DESERT SNOW 1	Police Administration	training x 6	\$3,594.00
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*DESERT SNOW 1 - Total For Police Administration* *\$3,594.00*

**DESERT SNOW 1 - ALL DEPARTMENTS** **\$3,594.00**

## DOOLEY ENTERPRISES I

DOOLEY ENTERPRISES I	Police Administration	Full Metal Jackets	\$2,384.00
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*DOOLEY ENTERPRISES I - Total For Police Administration* *\$2,384.00*

**DOOLEY ENTERPRISES I - ALL DEPARTMENTS** **\$2,384.00**

## DOOLEY OIL, INC.

DOOLEY OIL, INC.	Fleet Maintenance Fund	Unleaded Fuel	\$15,911.37
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*DOOLEY OIL, INC. - Total For Fleet Maintenance Fund* *\$15,911.37*

**DOOLEY OIL, INC. - ALL DEPARTMENTS** **\$15,911.37**

## DPC INDUSTRIES, INC.

DPC INDUSTRIES, INC.	Regional Water Operations	Sodium Hypochlorite 8/11/20	\$7,656.27
<i>DPC INDUSTRIES, INC. - Total For Regional Water Operations</i>			<i>\$7,656.27</i>
<b>DPC INDUSTRIES, INC. - ALL DEPARTMENTS</b>			<b>\$7,656.27</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>

## EMPLOYEE REIMBURSEME

EMPLOYEE REIMBURSEME	Fleet Maintenance Fund	Boot Reimbursement	\$73.25
EMPLOYEE REIMBURSEME	Fleet Maintenance Fund	Tool Allotment	\$217.49
<i>EMPLOYEE REIMBURSEME - Total For Fleet Maintenance Fund</i>			<i>\$290.74</i>
EMPLOYEE REIMBURSEME	Sewer Wastewater Collection	Boot Reimbursement	\$140.00
EMPLOYEE REIMBURSEME	Sewer Wastewater Collection	Boot Reimbursement	\$150.00
<i>EMPLOYEE REIMBURSEME - Total For Sewer Wastewater Collection</i>			<i>\$290.00</i>
<b>EMPLOYEE REIMBURSEME - ALL DEPARTMENTS</b>			<b>\$580.74</b>

## ENERGY LABORATORIES

ENERGY LABORATORIES	Hogadon - Operations	Potable water test	\$22.00
<i>ENERGY LABORATORIES - Total For Hogadon - Operations</i>			<i>\$22.00</i>
ENERGY LABORATORIES	Water Tanks	TESTING	\$352.00
ENERGY LABORATORIES	Water Tanks	TESTING	\$106.00
<i>ENERGY LABORATORIES - Total For Water Tanks</i>			<i>\$458.00</i>
<b>ENERGY LABORATORIES - ALL DEPARTMENTS</b>			<b>\$480.00</b>

## ENERGY LABRATORIES I

ENERGY LABRATORIES I	Water Tanks	Testing	\$242.00
ENERGY LABRATORIES I	Water Tanks	Testing	\$84.00
ENERGY LABRATORIES I	Water Tanks	Testing	\$84.00
<i>ENERGY LABRATORIES I - Total For Water Tanks</i>			<i>\$410.00</i>
<b>ENERGY LABRATORIES I - ALL DEPARTMENTS</b>			<b>\$410.00</b>

## ENTENMANN-ROVIN COMP

ENTENMANN-ROVIN COMP	Fire-EMS Operations	Badges and Engraving	\$134.75
<i>ENTENMANN-ROVIN COMP - Total For Fire-EMS Operations</i>			<i>\$134.75</i>
<b>ENTENMANN-ROVIN COMP - ALL DEPARTMENTS</b>			<b>\$134.75</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>

## EXXONMOBIL

EXXONMOBIL	Fire-EMS Operations	Good 2 Go - Fuel	\$61.04
EXXONMOBIL	Fire-EMS Operations	Good 2 Go - Fuel	\$24.69
<i>EXXONMOBIL - Total For Fire-EMS Operations</i>			<i>\$85.73</i>
<b>EXXONMOBIL - ALL DEPARTMENTS</b>			<b>\$85.73</b>

## FARMER BROTHERS CO

FARMER BROTHERS CO	Balefill - Disposal & Landfill	Product	\$278.26
FARMER BROTHERS CO	Balefill - Disposal & Landfill	Product	\$361.12
<i>FARMER BROTHERS CO - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$639.38</i>
<b>FARMER BROTHERS CO - ALL DEPARTMENTS</b>			<b>\$639.38</b>

## FASTENAL COMPANY

FASTENAL COMPANY	Police Administration	evidence collection supplies	\$59.40
FASTENAL COMPANY	Police Administration	evidence collection supplies	\$29.70
<i>FASTENAL COMPANY - Total For Police Administration</i>			<i>\$89.10</i>
<b>FASTENAL COMPANY - ALL DEPARTMENTS</b>			<b>\$89.10</b>

## FBINAACHPTR

FBINAACHPTR	Police Administration	rocky mtn command college training	\$1,500.00
<i>FBINAACHPTR - Total For Police Administration</i>			<i>\$1,500.00</i>

**FBINAACHPTR - ALL DEPARTMENTS**

\$1,500.00

**FEDEX 395448913877**

FEDEX 395448913877	Fire-EMS Operations	Shipping Airpacks for Repair	\$106.09
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<i>FEDEX 395448913877 - Total For Fire-EMS Operations</i>			<i>\$106.09</i>
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**FEDEX 395448913877 - ALL DEPARTMENTS**

\$106.09

**FEDEX 395449593160**

FEDEX 395449593160	Fire-EMS Operations	Shipping CPD Fit Testing Machine in for Calibrati	\$70.93
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<i>FEDEX 395449593160 - Total For Fire-EMS Operations</i>			<i>\$70.93</i>
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**FEDEX 395449593160 - ALL DEPARTMENTS**

\$70.93

**FERGUSON ENTERPRISES**

FERGUSON ENTERPRISES	RWS - Booster Stations	1/2x4 WLD NIP FOR REGIONAL MTN. VIEW	\$9.66
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FERGUSON ENTERPRISES	RWS - Booster Stations	Tees for Regional Mtn View	\$13.33
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<i>FERGUSON ENTERPRISES - Total For RWS - Booster Stations</i>			<i>\$22.99</i>
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FERGUSON ENTERPRISES	Water Distribution	2020 CPU MATERIALS PROCUREMENT	\$1,783.00
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<i>FERGUSON ENTERPRISES - Total For Water Distribution</i>			<i>\$1,783.00</i>
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**FERGUSON ENTERPRISES - ALL DEPARTMENTS**

\$1,805.99

**FORTERRA**

FORTERRA	Sewer Stormwater	stormwater grates	\$880.20
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<i>FORTERRA - Total For Sewer Stormwater</i>			<i>\$880.20</i>
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**FORTERRA - ALL DEPARTMENTS**

\$880.20

**FREMONT MOTOR CASPER**

FREMONT MOTOR CASPER	Capital Projects Fund	Parks 3/4 ton crew cab pickup	\$27,655.00
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<i>FREMONT MOTOR CASPER - Total For Capital Projects Fund</i>			<i>\$27,655.00</i>
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**FREMONT MOTOR CASPER - ALL DEPARTMENTS**

\$27,655.00

**FREMONT MOTOR SHERID**

FREMONT MOTOR SHERID	Capital Projects Fund	Metro Animal Control Vehicle	\$30,116.00
<i>FREMONT MOTOR SHERID - Total For Capital Projects Fund</i>			<i>\$30,116.00</i>
FREMONT MOTOR SHERID	Property Insurance Fund	303 Replacement Equipment and Install	\$39,200.00
<i>FREMONT MOTOR SHERID - Total For Property Insurance Fund</i>			<i>\$39,200.00</i>
<b>FREMONT MOTOR SHERID - ALL DEPARTMENTS</b>			<b>\$69,316.00</b>

## GALLS, INC.

GALLS, INC.	Police Administration	Uniforms	\$285.24
GALLS, INC.	Police Administration	Uniforms	\$153.75
GALLS, INC.	Police Administration	Uniforms	\$67.50
GALLS, INC.	Police Administration	Uniforms	\$144.00
GALLS, INC.	Police Administration	Uniforms	\$16.64
<i>GALLS, INC. - Total For Police Administration</i>			<i>\$667.13</i>
<b>GALLS, INC. - ALL DEPARTMENTS</b>			<b>\$667.13</b>

## GLOBAL SPECTRUM L.P.

GLOBAL SPECTRUM L.P.	City Council	Promoter Billing	\$2,123.96
GLOBAL SPECTRUM L.P.	City Council	Off Premise Labor Charge	\$7,073.60
<i>GLOBAL SPECTRUM L.P. - Total For City Council</i>			<i>\$9,197.56</i>
GLOBAL SPECTRUM L.P.	Social Community Services	Off Premise Labor Charge	\$3,841.60
GLOBAL SPECTRUM L.P.	Social Community Services	Off Premise Labor Charge	\$704.00
GLOBAL SPECTRUM L.P.	Social Community Services	Off Premise Labor Charge	\$29,110.72
<i>GLOBAL SPECTRUM L.P. - Total For Social Community Services</i>			<i>\$33,656.32</i>
<b>GLOBAL SPECTRUM L.P. - ALL DEPARTMENTS</b>			<b>\$42,853.88</b>

## GOLF COURSE SUPERINT

GOLF COURSE SUPERINT	Golf - Operations	GCSAA membership renewal	\$400.00
<i>GOLF COURSE SUPERINT - Total For Golf - Operations</i>			<i>\$400.00</i>
<b>GOLF COURSE SUPERINT - ALL DEPARTMENTS</b>			<b>\$400.00</b>

## GOLF SAFETY

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



**GOLF SAFETY - ALL DEPARTMENTS** \$95.00

## **GRAINGER, INC.**

GRAINGER, INC. Hogadon - Operations Shop Parts Multi-meter fuse \$19.06

*GRAINGER, INC. - Total For Hogadon - Operations* \$19.06

**GRAINGER, INC. - ALL DEPARTMENTS** \$19.06

## **GRANTWRITIN**

GRANTWRITIN Fire-EMS Training Tuition \$405.00

*GRANTWRITIN - Total For Fire-EMS Training* \$405.00

**GRANTWRITIN - ALL DEPARTMENTS** \$405.00

## **GREENLEAF**

GREENLEAF Weed & Pest Fund Supplies \$967.27

*GREENLEAF - Total For Weed & Pest Fund* \$967.27

**GREENLEAF - ALL DEPARTMENTS** \$967.27

## **GRIZZLY EXCAVATING &**

GRIZZLY EXCAVATING & Streets Asphalt \$294.44

GRIZZLY EXCAVATING & Streets 1/2" mix #707 \$351.36

GRIZZLY EXCAVATING & Streets 1/2" Mix #707 \$349.45

*GRIZZLY EXCAVATING & - Total For Streets* \$995.25

**GRIZZLY EXCAVATING & - ALL DEPARTMENTS** \$995.25

## **HAASS CONSTRUCTION C**

HAASS CONSTRUCTION C Capital Projects Fund Casper Ice Arena Chiller Repla 308,372.93

*HAASS CONSTRUCTION C - Total For Capital Projects Fund* \$308,372.93

**HAASS CONSTRUCTION C - ALL DEPARTMENTS** \$308,372.93

## **HARBOR FREIGHT TOOLS**

HARBOR FREIGHT TOOLS Refuse - Residential BREAKER BARS \$89.97

HARBOR FREIGHT TOOLS - Total For Refuse - Residential \$89.97

**HARBOR FREIGHT TOOLS - ALL DEPARTMENTS \$89.97**

## HDR ENGINEERING, INC

HDR ENGINEERING, INC Balefill - Disposal & Landfill Leachate Control Panel \$4,880.00

*HDR ENGINEERING, INC - Total For Balefill - Disposal & Landfill \$4,880.00*

HDR ENGINEERING, INC Water Tanks Water Rights Studies \$6,543.25

*HDR ENGINEERING, INC - Total For Water Tanks \$6,543.25*

**HDR ENGINEERING, INC - ALL DEPARTMENTS \$11,423.25**

## HENSLEY BATTERY&ELEC

HENSLEY BATTERY&ELEC WWTP Operations UPS batteries \$93.60

*HENSLEY BATTERY&ELEC - Total For WWTP Operations \$93.60*

**HENSLEY BATTERY&ELEC - ALL DEPARTMENTS \$93.60**

## HIGH PLAINS CONSTRUC

HIGH PLAINS CONSTRUC Water Tanks CY Booster Station Replacement 235,654.08

*HIGH PLAINS CONSTRUC - Total For Water Tanks \$235,654.08*

**HIGH PLAINS CONSTRUC - ALL DEPARTMENTS \$235,654.08**

## HOBBY-LOBBY #0233

HOBBY-LOBBY #0233 Balefill - Disposal & Landfill HOBBY,TOY, AND GAME SHOPS \$270.75

HOBBY-LOBBY #0233 Balefill - Disposal & Landfill SCALE HOUSE FURNISHING \$270.75

HOBBY-LOBBY #0233 Balefill - Disposal & Landfill HOBBY,TOY, AND GAME SHOPS (\$270.75)

*HOBBY-LOBBY #0233 - Total For Balefill - Disposal & Landfill \$270.75*

**HOBBY-LOBBY #0233 - ALL DEPARTMENTS \$270.75**

## HOMAX OIL SALES, INC

HOMAX OIL SALES, INC Balefill - Disposal & Landfill DEF for Equipment \$735.50

*HOMAX OIL SALES, INC - Total For Balefill - Disposal & Landfill \$735.50*

HOMAX OIL SALES, INC Fleet Maintenance Fund Fuel \$15,815.23

*HOMAX OIL SALES, INC - Total For Fleet Maintenance Fund \$15,815.23*

HOMAX OIL SALES, INC	Water Distribution	Fuel	\$2,697.60
<i>HOMAX OIL SALES, INC - Total For Water Distribution</i>			<i>\$2,697.60</i>
<b>HOMAX OIL SALES, INC - ALL DEPARTMENTS</b>			<b>\$19,248.33</b>

## HP INC

HP INC	Capital Projects Fund	Animal Control G-Tac	\$4,793.81
HP INC	Capital Projects Fund	Animal Control G-Tac	\$21,262.92
<i>HP INC - Total For Capital Projects Fund</i>			<i>\$26,056.73</i>
<b>HP INC - ALL DEPARTMENTS</b>			<b>\$26,056.73</b>

## IMLSS COLORADO

IMLSS COLORADO	Buildings & Structures Fund	Cores for Water Department Padlocks	\$728.43
<i>IMLSS COLORADO - Total For Buildings &amp; Structures Fund</i>			<i>\$728.43</i>
<b>IMLSS COLORADO - ALL DEPARTMENTS</b>			<b>\$728.43</b>

## INBERG-MILLER ENGINE

INBERG-MILLER ENGINE	Water Distribution	Testing	\$139.50
<i>INBERG-MILLER ENGINE - Total For Water Distribution</i>			<i>\$139.50</i>
<b>INBERG-MILLER ENGINE - ALL DEPARTMENTS</b>			<b>\$139.50</b>

## INGRAM BOOK COMPANY

INGRAM BOOK COMPANY	General Fund Revenue	Books for resale in museum store	\$435.37
INGRAM BOOK COMPANY	General Fund Revenue	Books for resale in Museum Store	\$165.55
<i>INGRAM BOOK COMPANY - Total For General Fund Revenue</i>			<i>\$600.92</i>
<b>INGRAM BOOK COMPANY - ALL DEPARTMENTS</b>			<b>\$600.92</b>

## INSTACART

INSTACART	Balefill - Disposal & Landfill	GROCERY STORES, SUPERMARKETS	(\$63.90)
INSTACART	Balefill - Disposal & Landfill	SWF SUPPLIES	\$61.06
INSTACART	Balefill - Disposal & Landfill	LDF SUPPLIES	\$63.90
INSTACART	Balefill - Disposal & Landfill	SHOP TOWELS SPEC WASTE BLDG	\$44.84
INSTACART	Balefill - Disposal & Landfill	GROCERY STORES, SUPERMARKETS	\$63.90

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INSTACART - Total For Balefill - Disposal & Landfill \$169.80

**INSTACART - ALL DEPARTMENTS** **\$169.80**

## INSTALLATION & SVC.

INSTALLATION & SVC.      Capital Projects Fund      CEC Fire Line and Water Servic      157,792.11

INSTALLATION & SVC.      Capital Projects Fund      East 21st Street      240,329.00

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*INSTALLATION & SVC. - Total For Capital Projects Fund* *\$398,121.11*

**INSTALLATION & SVC. - ALL DEPARTMENTS** **\$398,121.11**

## INTERFAITH OF NATRON

INTERFAITH OF NATRON      Capital Projects Fund      1% #16 Funding Interfaith      \$8,541.68

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*INTERFAITH OF NATRON - Total For Capital Projects Fund* *\$8,541.68*

**INTERFAITH OF NATRON - ALL DEPARTMENTS** **\$8,541.68**

## INTUIT, INC.

INTUIT, INC.      Balefill - Baler Processing      BALER PAINT      \$800.00

INTUIT, INC.      Balefill - Baler Processing      PREP, PAINT GREY ON SOUTH EXTERIOR OF BAL      \$600.00

INTUIT, INC.      Balefill - Baler Processing      BALER CLEANING DUST SYSTEM      \$180.00

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*INTUIT, INC. - Total For Balefill - Baler Processing* *\$1,580.00*

INTUIT, INC.      Fire-EMS Operations      Fired Up Rescue - Boots      \$398.04

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*INTUIT, INC. - Total For Fire-EMS Operations* *\$398.04*

**INTUIT, INC. - ALL DEPARTMENTS** **\$1,978.04**

## ISA

ISA      Parks - Urban Forestry      ISA Certified Arborist Books and Municipal Work      \$256.23

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*ISA - Total For Parks - Urban Forestry* *\$256.23*

**ISA - ALL DEPARTMENTS** **\$256.23**

## JH MECHANICAL LLC

JH MECHANICAL LLC      Buildings & Structures Fund      Replace laundry sink      \$1,375.00

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*JH MECHANICAL LLC - Total For Buildings & Structures Fund* *\$1,375.00*

**JH MECHANICAL LLC - ALL DEPARTMENTS**

\$1,375.00

**KNIFE RIVER/JTL**

KNIFE RIVER/JTL	Balefill - Disposal & Landfill	Cover Material	\$806.96
KNIFE RIVER/JTL	Balefill - Disposal & Landfill	Cover Material	\$1,107.26
KNIFE RIVER/JTL	Balefill - Disposal & Landfill	Cover Material	\$1,134.76
KNIFE RIVER/JTL	Balefill - Disposal & Landfill	Cover material	\$1,395.13

*KNIFE RIVER/JTL - Total For Balefill - Disposal & Landfill* \$4,444.11

KNIFE RIVER/JTL	Streets	1/2" Plant Mix	\$12,857.00
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*KNIFE RIVER/JTL - Total For Streets* \$12,857.00

**KNIFE RIVER/JTL - ALL DEPARTMENTS**

\$17,301.11

**KUBWATER RESOURCES,**

KUBWATER RESOURCES,	WWTP Operations	Chemicals	\$5,618.85
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*KUBWATER RESOURCES, - Total For WWTP Operations* \$5,618.85

**KUBWATER RESOURCES, - ALL DEPARTMENTS**

\$5,618.85

**L.N. CURTIS & SONS I**

L.N. CURTIS & SONS I	Fire-EMS Operations	Uniform Gloves	\$471.00
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*L.N. CURTIS & SONS I - Total For Fire-EMS Operations* \$471.00

**L.N. CURTIS & SONS I - ALL DEPARTMENTS**

\$471.00

**LAW OFFICE OF HAMPTO**

LAW OFFICE OF HAMPTO	City Manager	August 2020 Public Defender	\$1,350.00
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LAW OFFICE OF HAMPTO	City Manager	July 2020 Public Defende	\$1,350.00
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*LAW OFFICE OF HAMPTO - Total For City Manager* \$2,700.00

**LAW OFFICE OF HAMPTO - ALL DEPARTMENTS**

\$2,700.00

**LISA'S SPIC N SPAN**

LISA'S SPIC N SPAN	Balefill - Disposal & Landfill	Janitorial Services	\$45.00
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*LISA'S SPIC N SPAN - Total For Balefill - Disposal & Landfill* \$45.00

LISA'S SPIC N SPAN	Social Community Services	Janitorial Services	\$395.00
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LISA'S SPIC N SPAN - Total For Social Community Services \$395.00

**LISA'S SPIC N SPAN - ALL DEPARTMENTS \$440.00**

### LONG BUILDING TECHNO

LONG BUILDING TECHNO Buildings & Structures Fund Repairs at Rec Center \$296.86

*LONG BUILDING TECHNO - Total For Buildings & Structures Fund \$296.86*

**LONG BUILDING TECHNO - ALL DEPARTMENTS \$296.86**

### MASEK DISTRIBUTING

MASEK DISTRIBUTING Property Insurance Fund Repairs \$147.24

*MASEK DISTRIBUTING - Total For Property Insurance Fund \$147.24*

**MASEK DISTRIBUTING - ALL DEPARTMENTS \$147.24**

### MCCOY SALES CORPORAT

MCCOY SALES CORPORAT Balefill - Baler Processing remote grease line \$221.28

MCCOY SALES CORPORAT Balefill - Baler Processing GREASE LINE \$7.42

*MCCOY SALES CORPORAT - Total For Balefill - Baler Processing \$228.70*

**MCCOY SALES CORPORAT - ALL DEPARTMENTS \$228.70**

### MCMURRY READY MIX CO

MCMURRY READY MIX CO Water Distribution Concrete Mix \$391.25

*MCMURRY READY MIX CO - Total For Water Distribution \$391.25*

**MCMURRY READY MIX CO - ALL DEPARTMENTS \$391.25**

### MENARDS CASPER WY

MENARDS CASPER WY Balefill - Diversion & Special TOTE FOR PROCESSING BLDG \$62.89

*MENARDS CASPER WY - Total For Balefill - Diversion & Special \$62.89*

MENARDS CASPER WY Fire-EMS Operations Tape, Orange Flags and Wrap-It \$40.03

*MENARDS CASPER WY - Total For Fire-EMS Operations \$40.03*

MENARDS CASPER WY Parks - Urban Forestry Tree Soil \$337.26

*MENARDS CASPER WY - Total For Parks - Urban Forestry \$337.26*

MENARDS CASPER WY Refuse - Residential SHED REPAIR SUPPLIES \$47.24

<i>MENARDS CASPER WY - Total For Refuse - Residential</i>			\$47.24
MENARDS CASPER WY	RWS - Booster Stations	BRASS NIPPLES FOR MTN VIEW BOOSTER	\$5.18
<i>MENARDS CASPER WY - Total For RWS - Booster Stations</i>			\$5.18
MENARDS CASPER WY	Water Distribution	Concrete 2x4's	\$23.98
<i>MENARDS CASPER WY - Total For Water Distribution</i>			\$23.98
MENARDS CASPER WY	Weed & Pest Fund	Weed and Pest Supplies	\$349.05
<i>MENARDS CASPER WY - Total For Weed &amp; Pest Fund</i>			\$349.05
<b>MENARDS CASPER WY - ALL DEPARTMENTS</b>			<b>\$865.63</b>

## MERRELL.COM

MERRELL.COM	Police Administration	footwear	\$130.20
<i>MERRELL.COM - Total For Police Administration</i>			\$130.20
<b>MERRELL.COM - ALL DEPARTMENTS</b>			<b>\$130.20</b>

## MICHAEL KIDMAN

MICHAEL KIDMAN	Refuse - Residential	TORQUE WRENCH SET	\$300.00
<i>MICHAEL KIDMAN - Total For Refuse - Residential</i>			\$300.00
<b>MICHAEL KIDMAN - ALL DEPARTMENTS</b>			<b>\$300.00</b>

## MIDLAND SCIENTIFIC I

MIDLAND SCIENTIFIC I	WWTP Operations	Lab supplies	\$734.08
MIDLAND SCIENTIFIC I	WWTP Operations	Lab supplies	\$548.76
<i>MIDLAND SCIENTIFIC I - Total For WWTP Operations</i>			\$1,282.84
<b>MIDLAND SCIENTIFIC I - ALL DEPARTMENTS</b>			<b>\$1,282.84</b>

## MISAC

MISAC	Information Services	Municipal Information Systems Association of C	\$130.00
<i>MISAC - Total For Information Services</i>			\$130.00
<b>MISAC - ALL DEPARTMENTS</b>			<b>\$130.00</b>

## Monson

Monson	Buildings & Structures Fund	Custodial Maintenance	\$5,388.55
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<i>Monson - Total For Buildings &amp; Structures Fund</i>			\$5,388.55
Monson	Social Community Services	Cleaning Services	\$598.50
<i>Monson - Total For Social Community Services</i>			\$598.50
<b>Monson - ALL DEPARTMENTS</b>			<b>\$5,987.05</b>

## MOTOROLA SOLUTIONS

MOTOROLA SOLUTIONS	Public Safety Communication Services		\$2,268.00
<i>MOTOROLA SOLUTIONS - Total For Public Safety Communications</i>			\$2,268.00
<b>MOTOROLA SOLUTIONS - ALL DEPARTMENTS</b>			<b>\$2,268.00</b>

## MOUNTAIN STATES

MOUNTAIN STATES	Metro Animal Control	Metro Impound Card Art	\$96.60
MOUNTAIN STATES	Metro Animal Control	Animal Impound Card	\$35.51
MOUNTAIN STATES	Metro Animal Control	Metro Contact /compliant	\$285.03
MOUNTAIN STATES	Metro Animal Control	Impound Cards	\$62.13
<i>MOUNTAIN STATES - Total For Metro Animal Control</i>			\$479.27
MOUNTAIN STATES	Police Administration	Notice to impound stickers	\$243.88
MOUNTAIN STATES	Police Administration	Parking Citations	\$329.54
MOUNTAIN STATES	Police Administration	2 part P&E Safekeeping form	\$485.76
MOUNTAIN STATES	Police Administration	P&E Cards	\$87.39
MOUNTAIN STATES	Police Administration	CPD Property receipt forms	\$120.81
<i>MOUNTAIN STATES - Total For Police Administration</i>			\$1,267.38
<b>MOUNTAIN STATES - ALL DEPARTMENTS</b>			<b>\$1,746.65</b>

## MOUNTAIN WEST TELEPH

MOUNTAIN WEST TELEPH	Hogadon - Operations	Guest Internet	\$49.95
<i>MOUNTAIN WEST TELEPH - Total For Hogadon - Operations</i>			\$49.95
<b>MOUNTAIN WEST TELEPH - ALL DEPARTMENTS</b>			<b>\$49.95</b>

## MURDOCH'S RANCH&HOME

MURDOCH'S RANCH&HOM	Balefill - Diversion & Special	FLY TRAPS FOR SPE WASTE BLDGS	\$32.97
<i>MURDOCH'S RANCH&amp;HOME - Total For Balefill - Diversion &amp; Special</i>			\$32.97
MURDOCH'S RANCH&HOM	Weed & Pest Fund	Sprayer supplies	\$15.87



MURDOCH'S RANCH&HOME - Total For Weed & Pest Fund \$15.87

**MURDOCH'S RANCH&HOME - ALL DEPARTMENTS \$48.84**

### NAPA AUTO PARTS CORP

NAPA AUTO PARTS CORP	Balefill - Disposal & Landfill	AUTOMOTIVE PARTS, ACCESSORIES STORES	(\$869.00)
NAPA AUTO PARTS CORP	Balefill - Disposal & Landfill	AUTOMOTIVE PARTS, ACCESSORIES STORES	(\$869.00)
NAPA AUTO PARTS CORP	Balefill - Disposal & Landfill	AUTOMOTIVE PARTS, ACCESSORIES STORES	\$869.00
NAPA AUTO PARTS CORP	Balefill - Disposal & Landfill	AUTOMOTIVE PARTS, ACCESSORIES STORES	\$869.00

*NAPA AUTO PARTS CORP - Total For Balefill - Disposal & Landfill* \$0.00

NAPA AUTO PARTS CORP	City Council	July Transactions	\$2,291.47
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*NAPA AUTO PARTS CORP - Total For City Council* \$2,291.47

NAPA AUTO PARTS CORP	Fire-EMS Operations	Fuel Filter	\$139.99
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*NAPA AUTO PARTS CORP - Total For Fire-EMS Operations* \$139.99

NAPA AUTO PARTS CORP	Fleet Maintenance Fund	July Transactions	\$742.10
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NAPA AUTO PARTS CORP	Fleet Maintenance Fund	July Transactions	\$78,656.37
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NAPA AUTO PARTS CORP	Fleet Maintenance Fund	July Transactions	\$12,625.30
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*NAPA AUTO PARTS CORP - Total For Fleet Maintenance Fund* \$92,023.77

NAPA AUTO PARTS CORP	Refuse - Recycling	EVAP COOLER	\$3,499.00
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*NAPA AUTO PARTS CORP - Total For Refuse - Recycling* \$3,499.00

NAPA AUTO PARTS CORP	Water Distribution	Clear silicone	\$31.98
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*NAPA AUTO PARTS CORP - Total For Water Distribution* \$31.98

NAPA AUTO PARTS CORP	WWTP Operations	Filter, headlights	\$24.61
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*NAPA AUTO PARTS CORP - Total For WWTP Operations* \$24.61

**NAPA AUTO PARTS CORP - ALL DEPARTMENTS \$98,010.82**

### NATIONAL ASSOCIATION

NATIONAL ASSOCIATION	Police Administration	duplicate in munis	\$200.00
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NATIONAL ASSOCIATION	Police Administration	duplicate in munis	\$40.00
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NATIONAL ASSOCIATION	Police Administration	duplicate credit	(\$40.00)
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*NATIONAL ASSOCIATION - Total For Police Administration* \$200.00

**NATIONAL ASSOCIATION - ALL DEPARTMENTS \$200.00**

### NATRONA COUNTY OFFIC

NATRONA COUNTY OFFIC	Police Administration	August Detention	\$7,500.00
<i>NATRONA COUNTY OFFIC - Total For Police Administration</i>			<i>\$7,500.00</i>
<b>NATRONA COUNTY OFFIC - ALL DEPARTMENTS</b>			<b>\$7,500.00</b>

## NOLAND FEED

NOLAND FEED	Police Administration	canine food	\$116.70
NOLAND FEED	Police Administration	canine food	\$116.70
<i>NOLAND FEED - Total For Police Administration</i>			<i>\$233.40</i>
<b>NOLAND FEED - ALL DEPARTMENTS</b>			<b>\$233.40</b>

## NORCO, INC.

NORCO, INC.	Buildings & Structures Fund	HVAC Repair parts for Golf Course	\$21.74
NORCO, INC.	Buildings & Structures Fund	Custodial Supplies for Service Center	\$228.77
<i>NORCO, INC. - Total For Buildings &amp; Structures Fund</i>			<i>\$250.51</i>
NORCO, INC.	Water Distribution	HARD ROLL TOWELS	\$106.25
NORCO, INC.	Water Distribution	Disinfectant spray	\$41.10
<i>NORCO, INC. - Total For Water Distribution</i>			<i>\$147.35</i>
NORCO, INC.	WWTP Operations	Welding rod	\$38.36
<i>NORCO, INC. - Total For WWTP Operations</i>			<i>\$38.36</i>
<b>NORCO, INC. - ALL DEPARTMENTS</b>			<b>\$436.22</b>

## NORTH PARK TRANSPORA

NORTH PARK TRANSPORA	Fleet Maintenance Fund	Balance due	\$35.00
<i>NORTH PARK TRANSPORA - Total For Fleet Maintenance Fund</i>			<i>\$35.00</i>
<b>NORTH PARK TRANSPORA - ALL DEPARTMENTS</b>			<b>\$35.00</b>

## NORTHERN LIGHTS MANU

NORTHERN LIGHTS MANU	Refuse - Commercial	REPLACE CYLINDER AND SHOE MOUNTS 22228	\$4,200.00
NORTHERN LIGHTS MANU	Refuse - Commercial	REBUILD PACKER FLOOR AND BLADE ON 222286	\$7,055.00
<i>NORTHERN LIGHTS MANU - Total For Refuse - Commercial</i>			<i>\$11,255.00</i>
<b>NORTHERN LIGHTS MANU - ALL DEPARTMENTS</b>			<b>\$11,255.00</b>

## NORTHWEST CONTRACTOR

NORTHWEST CONTRACTOR	Balefill - Baler Processing	REPLACEMENT BITS	\$41.08
NORTHWEST CONTRACTOR	Balefill - Baler Processing	Tools	\$362.36
NORTHWEST CONTRACTOR	Balefill - Baler Processing	Supplies	\$362.36
<i>NORTHWEST CONTRACTOR - Total For Balefill - Baler Processing</i>			<i>\$765.80</i>
NORTHWEST CONTRACTOR	Balefill - Disposal & Landfill	Tools	\$1,177.00
NORTHWEST CONTRACTOR	Balefill - Disposal & Landfill	Supplies	\$698.00
<i>NORTHWEST CONTRACTOR - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$1,875.00</i>
<b>NORTHWEST CONTRACTOR - ALL DEPARTMENTS</b>			<b>\$2,640.80</b>

## OHD

OHD	Fire-EMS Administration	Quantifit Annual Calibration	\$65.00
<i>OHD - Total For Fire-EMS Administration</i>			<i>\$65.00</i>
<b>OHD - ALL DEPARTMENTS</b>			<b>\$65.00</b>

## ONE CALL OF WY.

ONE CALL OF WY.	Parks - Parks Maint.	July Tickets	\$126.75
ONE CALL OF WY.	Parks - Parks Maint.	Tickets for May 2020	\$101.25
ONE CALL OF WY.	Parks - Parks Maint.	Tickets for March 2020	\$84.75
ONE CALL OF WY.	Parks - Parks Maint.	Tickets for April 2020	\$101.25
ONE CALL OF WY.	Parks - Parks Maint.	June Tickets	\$97.50
<i>ONE CALL OF WY. - Total For Parks - Parks Maint.</i>			<i>\$511.50</i>
ONE CALL OF WY.	Sewer Wastewater Collection	August Tickets	\$330.07
<i>ONE CALL OF WY. - Total For Sewer Wastewater Collection</i>			<i>\$330.07</i>
ONE CALL OF WY.	Traffic Control	August Tickets	\$234.00
<i>ONE CALL OF WY. - Total For Traffic Control</i>			<i>\$234.00</i>
ONE CALL OF WY.	Water Distribution	August Tickets	\$403.43
<i>ONE CALL OF WY. - Total For Water Distribution</i>			<i>\$403.43</i>
<b>ONE CALL OF WY. - ALL DEPARTMENTS</b>			<b>\$1,479.00</b>

## O'REILLY AUTO PARTS

O'REILLY AUTO PARTS	Balefill - Baler Processing	PARTS FOR BALER	\$79.96
<i>O'REILLY AUTO PARTS - Total For Balefill - Baler Processing</i>			<i>\$79.96</i>

**O'REILLY AUTO PARTS - ALL DEPARTMENTS**

\$79.96

**ORKIN LLC 002**

ORKIN LLC 002	Hogadon - Operations	Pest Controll	\$128.97
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<i>ORKIN LLC 002 - Total For Hogadon - Operations</i>			\$128.97
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**ORKIN LLC 002 - ALL DEPARTMENTS**

\$128.97

**OVERHEAD DOOR CO**

OVERHEAD DOOR CO	Buildings & Structures Fund	Repairs	\$107.40
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<i>OVERHEAD DOOR CO - Total For Buildings &amp; Structures Fund</i>			\$107.40
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**OVERHEAD DOOR CO - ALL DEPARTMENTS**

\$107.40

**PARTMASTER**

PARTMASTER	Balefill - Baler Processing	welding helmet and lenses	\$79.73
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<i>PARTMASTER - Total For Balefill - Baler Processing</i>			\$79.73
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**PARTMASTER - ALL DEPARTMENTS**

\$79.73

**PLATTE RIVER CROSSIN**

PLATTE RIVER CROSSIN	Social Community Services	Monthly Rent	\$4,096.67
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PLATTE RIVER CROSSIN	Social Community Services	Monthly Rent	\$4,096.67
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PLATTE RIVER CROSSIN	Social Community Services	Monthly Rent	\$435.00
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PLATTE RIVER CROSSIN	Social Community Services	Monthly Rent	\$4,096.67
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PLATTE RIVER CROSSIN	Social Community Services	Monthly Rent	\$435.00
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PLATTE RIVER CROSSIN	Social Community Services	Monthly Rent	\$4,096.67
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PLATTE RIVER CROSSIN	Social Community Services	Monthly Rent	\$435.00
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<i>PLATTE RIVER CROSSIN - Total For Social Community Services</i>			\$17,691.68
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**PLATTE RIVER CROSSIN - ALL DEPARTMENTS**

\$17,691.68

**POCKETPRESS**

POCKETPRESS	Police Administration	WY. Criminal Law books	\$982.16
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<i>POCKETPRESS - Total For Police Administration</i>			\$982.16
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**POCKETPRESS - ALL DEPARTMENTS** \$982.16

**POWER EQUIPMENT CORP**

POWER EQUIPMENT CORP Streets Maintenance Fee for rental roller \$11.55

*POWER EQUIPMENT CORP - Total For Streets* \$11.55

**POWER EQUIPMENT CORP - ALL DEPARTMENTS** \$11.55

**PRIMA**

PRIMA Risk Management Public Risk Management Assoc. (PRIMA) annual \$385.00

*PRIMA - Total For Risk Management* \$385.00

**PRIMA - ALL DEPARTMENTS** \$385.00

**PROFESSIONAL CLEANIN**

PROFESSIONAL CLEANIN WWTP Operations Janitorial services at the WWT \$1,395.00

*PROFESSIONAL CLEANIN - Total For WWTP Operations* \$1,395.00

**PROFESSIONAL CLEANIN - ALL DEPARTMENTS** \$1,395.00

**PROKOTEENGINEERINGSU**

PROKOTEENGINEERINGSU Water Distribution #10 TRACER WIRE \$135.00

*PROKOTEENGINEERINGSU - Total For Water Distribution* \$135.00

**PROKOTEENGINEERINGSU - ALL DEPARTMENTS** \$135.00

**RESPOND FIRST AID OF**

RESPOND FIRST AID OF Balefill - Disposal & Landfill MEDICAL SUPPLIES \$366.21

RESPOND FIRST AID OF Balefill - Disposal & Landfill SAFETY SUPPLIES \$366.21

RESPOND FIRST AID OF Balefill - Disposal & Landfill LAB/MEDICAL/DENTAL/OPHTHALMIC HOSPITAL (\$366.21)

*RESPOND FIRST AID OF - Total For Balefill - Disposal & Landfill* \$366.21

RESPOND FIRST AID OF Golf - Operations Restock of First aid kit \$83.68

*RESPOND FIRST AID OF - Total For Golf - Operations* \$83.68

RESPOND FIRST AID OF WWTP Operations First aid supplies \$223.25

*RESPOND FIRST AID OF - Total For WWTP Operations* \$223.25

**RESPOND FIRST AID OF - ALL DEPARTMENTS** \$673.14

**REXEL 3212**

REXEL 3212 Balefill - Baler Processing elec for baler \$352.15

REXEL 3212 Balefill - Baler Processing ELECTRICAL PARTS FOR BALER \$1,636.47

*REXEL 3212 - Total For Balefill - Baler Processing* \$1,988.62

**REXEL 3212 - ALL DEPARTMENTS** \$1,988.62

**RICOH USA INC**

RICOH USA INC Code Enforcement Services \$251.41

*RICOH USA INC - Total For Code Enforcement* \$251.41

RICOH USA INC Police Administration Services \$40.99

*RICOH USA INC - Total For Police Administration* \$40.99

**RICOH USA INC - ALL DEPARTMENTS** \$292.40

**RMI CASPER**

RMI CASPER Water Distribution Ear plugs, safety glasses \$162.21

*RMI CASPER - Total For Water Distribution* \$162.21

**RMI CASPER - ALL DEPARTMENTS** \$162.21

**Rocky Mountain**

Rocky Mountain Regional Water Operations Bulk liquid oxygen 7/31/20 \$3,594.52

*Rocky Mountain - Total For Regional Water Operations* \$3,594.52

**Rocky Mountain - ALL DEPARTMENTS** \$3,594.52

**ROCKY MOUNTAIN AIR S**

ROCKY MOUNTAIN AIR S Regional Water Operations chemical Oxygen \$1,316.81

*ROCKY MOUNTAIN AIR S - Total For Regional Water Operations* \$1,316.81

**ROCKY MOUNTAIN AIR S - ALL DEPARTMENTS** \$1,316.81

**ROCKY MOUNTAIN DISCO**

ROCKY MOUNTAIN DISCO	Fire-EMS Operations	Delomore Wyoming Map	\$47.98
<i>ROCKY MOUNTAIN DISCO - Total For Fire-EMS Operations</i>			<i>\$47.98</i>
ROCKY MOUNTAIN DISCO	Police Administration	slings	\$219.96
<i>ROCKY MOUNTAIN DISCO - Total For Police Administration</i>			<i>\$219.96</i>
<b>ROCKY MOUNTAIN DISCO - ALL DEPARTMENTS</b>			<b>\$267.94</b>

## ROCKY MOUNTAIN POWER

ROCKY MOUNTAIN POWER	Water Tanks	High Plains Acct #54593561-006 7	\$516.45
<i>ROCKY MOUNTAIN POWER - Total For Water Tanks</i>			<i>\$516.45</i>
<b>ROCKY MOUNTAIN POWER - ALL DEPARTMENTS</b>			<b>\$516.45</b>

## Router

Router	Parks - Parks Maint.	Provide/Install/Service Rented	\$209.82
Router	Parks - Parks Maint.	Provide/Install/Service Rented	\$315.88
Router	Parks - Parks Maint.	Provide/Install/Service Rented	\$412.64
Router	Parks - Parks Maint.	Provide/Install/Service Rented	\$412.64
Router	Parks - Parks Maint.	Provide/Install/Service Rented	\$99.44
Router	Parks - Parks Maint.	Provide/Install/Service Rented	\$198.88
Router	Parks - Parks Maint.	Provide/Install/Service Rented	\$216.44
<i>Router - Total For Parks - Parks Maint.</i>			<i>\$1,865.74</i>
<b>Router - ALL DEPARTMENTS</b>			<b>\$1,865.74</b>

## SAMS CLUB #6425

SAMS CLUB #6425	Code Enforcement	COFFEE AND PAPER TOWELS	\$44.77
<i>SAMS CLUB #6425 - Total For Code Enforcement</i>			<i>\$44.77</i>
SAMS CLUB #6425	Police Administration	WHOLESALE CLUBS	\$102.40
<i>SAMS CLUB #6425 - Total For Police Administration</i>			<i>\$102.40</i>
<b>SAMS CLUB #6425 - ALL DEPARTMENTS</b>			<b>\$147.17</b>

## SAMSCLUB #6425

SAMSCLUB #6425	Buildings & Structures Fund	City Hall Custodial Supplies	\$16.98
<i>SAMSCLUB #6425 - Total For Buildings &amp; Structures Fund</i>			<i>\$16.98</i>
SAMSCLUB #6425	Golf - Operations	Proshop supplies	\$36.94

<i>SAMSCLUB #6425 - Total For Golf - Operations</i>			\$36.94
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<b>SAMSCLUB #6425 - ALL DEPARTMENTS</b>			<b>\$53.92</b>
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### **SHELL OIL 574424631Q**

SHELL OIL 574424631Q	Police Administration	fuel for investigation	\$26.48
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<i>SHELL OIL 574424631Q - Total For Police Administration</i>			\$26.48
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<b>SHELL OIL 574424631Q - ALL DEPARTMENTS</b>			<b>\$26.48</b>
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### **SHELL OIL 5744427920**

SHELL OIL 5744427920	Fire-EMS Operations	Fuel	\$33.76
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SHELL OIL 5744427920	Fire-EMS Operations	Fuel	\$28.22
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<i>SHELL OIL 5744427920 - Total For Fire-EMS Operations</i>			\$61.98
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<b>SHELL OIL 5744427920 - ALL DEPARTMENTS</b>			<b>\$61.98</b>
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### **SHERWIN-WILLIAMS COR**

SHERWIN-WILLIAMS COR	Balefill - Baler Processing	Tape	\$26.39
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SHERWIN-WILLIAMS COR	Balefill - Baler Processing	Supplies	\$142.26
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<i>SHERWIN-WILLIAMS COR - Total For Balefill - Baler Processing</i>			\$168.65
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SHERWIN-WILLIAMS COR	Balefill - Disposal & Landfill	Paint	\$678.87
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<i>SHERWIN-WILLIAMS COR - Total For Balefill - Disposal &amp; Landfill</i>			\$678.87
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SHERWIN-WILLIAMS COR	Golf - Operations	Paint for 19th hole	\$43.69
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<i>SHERWIN-WILLIAMS COR - Total For Golf - Operations</i>			\$43.69
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<b>SHERWIN-WILLIAMS COR - ALL DEPARTMENTS</b>			<b>\$891.21</b>
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### **SIMPLOT T&H DEN**

SIMPLOT T&H DEN	Golf - Operations	Greens Fertilizer - 2 sprays	\$1,390.00
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<i>SIMPLOT T&amp;H DEN - Total For Golf - Operations</i>			\$1,390.00
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<b>SIMPLOT T&amp;H DEN - ALL DEPARTMENTS</b>			<b>\$1,390.00</b>
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### **SIRCHIE FINGER PRINT**

SIRCHIE FINGER PRINT	Police Administration	evidence bag tubing	\$167.67
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<i>SIRCHIE FINGER PRINT - Total For Police Administration</i>			\$167.67
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**SIRCHIE FINGER PRINT - ALL DEPARTMENTS** \$167.67

## SKILLPATH / NATIONAL

SKILLPATH / NATIONAL Balefill - Disposal & Landfill ADMIN TRAINING ANGELA DENIZ \$199.00

*SKILLPATH / NATIONAL - Total For Balefill - Disposal & Landfill* \$199.00

**SKILLPATH / NATIONAL - ALL DEPARTMENTS** \$199.00

## SMARSH, INC

SMARSH, INC Information Services Technology Items (computers, s) \$10.50

*SMARSH, INC - Total For Information Services* \$10.50

**SMARSH, INC - ALL DEPARTMENTS** \$10.50

## SONNYS RV SALES

SONNYS RV SALES Streets Propane purchase for patching \$329.20

*SONNYS RV SALES - Total For Streets* \$329.20

**SONNYS RV SALES - ALL DEPARTMENTS** \$329.20

## SOURCE OFFICE

SOURCE OFFICE Refuse - Residential STATIONERY,OFFICE SUPPLIES,PRINTING AND \$65.18

SOURCE OFFICE Refuse - Residential REFUND \$65.18

*SOURCE OFFICE - Total For Refuse - Residential* \$130.36

**SOURCE OFFICE - ALL DEPARTMENTS** \$130.36

## SP TACKFORM

SP TACKFORM Sewer Wastewater Collection truck tablet mount \$49.99

*SP TACKFORM - Total For Sewer Wastewater Collection* \$49.99

**SP TACKFORM - ALL DEPARTMENTS** \$49.99

## SPECTRUM REACH

SPECTRUM REACH Golf - Operations Cable, Music, for restaurant \$266.66

*SPECTRUM REACH - Total For Golf - Operations* \$266.66

**SPECTRUM REACH - ALL DEPARTMENTS** \$266.66

## SPORTSMANS WAREHOUSE

SPORTSMANS WAREHOUSE Fire-EMS Operations Hard Case for Brush 2 \$24.99

*SPORTSMANS WAREHOUSE - Total For Fire-EMS Operations* \$24.99

SPORTSMANS WAREHOUSE Police Administration weapon lights \$139.99

*SPORTSMANS WAREHOUSE - Total For Police Administration* \$139.99

**SPORTSMANS WAREHOUSE - ALL DEPARTMENTS** \$164.98

## SQ MY BUSINESS

SQ MY BUSINESS Balefill - Disposal & Landfill CLEANING AND MAINTENANCE, JANITORIAL SER \$870.00

SQ MY BUSINESS Balefill - Disposal & Landfill CLEANING AND MAINTENANCE, JANITORIAL SER \$870.00

SQ MY BUSINESS Balefill - Disposal & Landfill CLEANING AND MAINTENANCE, JANITORIAL SER (\$870.00)

SQ MY BUSINESS Balefill - Disposal & Landfill CLEANING AND MAINTENANCE, JANITORIAL SER (\$500.00)

SQ MY BUSINESS Balefill - Disposal & Landfill CLEANING AND MAINTENANCE, JANITORIAL SER \$500.00

*SQ MY BUSINESS - Total For Balefill - Disposal & Landfill* \$870.00

SQ MY BUSINESS Refuse - Recycling CLEANING AND MAINTENANCE, JANITORIAL SER \$500.00

*SQ MY BUSINESS - Total For Refuse - Recycling* \$500.00

**SQ MY BUSINESS - ALL DEPARTMENTS** \$1,370.00

## SQ PEDEN'S INC.

SQ PEDEN'S INC. Fire-EMS Operations Embroidered Maltese Cross \$16.00

*SQ PEDEN'S INC. - Total For Fire-EMS Operations* \$16.00

SQ PEDEN'S INC. Ft. Caspar Museum Embroidery logo on Uniform shirts \$75.00

*SQ PEDEN'S INC. - Total For Ft. Caspar Museum* \$75.00

**SQ PEDEN'S INC. - ALL DEPARTMENTS** \$91.00

## STAPLES

STAPLES Fire-EMS Administration File Folders \$5.49

*STAPLES - Total For Fire-EMS Administration* \$5.49

STAPLES Hogadon - Admin Ski Patrol daily documentation sheets \$100.28

*STAPLES - Total For Hogadon - Admin* \$100.28

STAPLES Refuse - Residential FILE CABINET TRUCK BARN \$155.25

STAPLES	Refuse - Residential	FILE CABINET CREDIT	(\$119.99)
STAPLES	Refuse - Residential	FILE CABINET	\$229.99
<i>STAPLES - Total For Refuse - Residential</i>			<i>\$265.25</i>
STAPLES	Traffic Control	Black toner for signal shop printer	\$166.99
<i>STAPLES - Total For Traffic Control</i>			<i>\$166.99</i>
<b>STAPLES - ALL DEPARTMENTS</b>			<b>\$538.01</b>

## STAPLES DIRECT

STAPLES DIRECT	Municipal Court	STATIONERY,OFFICE SUPPLIES,PRINTING AND	\$456.06
<i>STAPLES DIRECT - Total For Municipal Court</i>			<i>\$456.06</i>
<b>STAPLES DIRECT - ALL DEPARTMENTS</b>			<b>\$456.06</b>

## STATE OF WY.

STATE OF WY.	Fire-EMS Operations	Fire Marshal's Office - Firefighting Initial Respo	\$188.39
<i>STATE OF WY. - Total For Fire-EMS Operations</i>			<i>\$188.39</i>
STATE OF WY.	Police Administration	Ogden Notary	\$30.00
<i>STATE OF WY. - Total For Police Administration</i>			<i>\$30.00</i>
STATE OF WY.	WWTP Operations	Loan Payment	673,544.85
STATE OF WY.	WWTP Operations	Loan Repayment	\$3,434.22
<i>STATE OF WY. - Total For WWTP Operations</i>			<i>\$676,979.07</i>
<b>STATE OF WY. - ALL DEPARTMENTS</b>			<b>\$677,197.46</b>

## STELLAR PROGRAMMING

STELLAR PROGRAMMING	Refuse - Commercial	Services	\$1,991.25
STELLAR PROGRAMMING	Refuse - Commercial	Services	\$1,957.50
<i>STELLAR PROGRAMMING - Total For Refuse - Commercial</i>			<i>\$3,948.75</i>
<b>STELLAR PROGRAMMING - ALL DEPARTMENTS</b>			<b>\$3,948.75</b>

## STOTZ EQUIPMENT

STOTZ EQUIPMENT	Hogadon - Operations	Saw scarab	\$9.99
<i>STOTZ EQUIPMENT - Total For Hogadon - Operations</i>			<i>\$9.99</i>
<b>STOTZ EQUIPMENT - ALL DEPARTMENTS</b>			<b>\$9.99</b>

## SUTHERLANDS 2219

SUTHERLANDS 2219	Buildings & Structures Fund	Supplies for Water Department Door installatio	\$29.99
<i>SUTHERLANDS 2219 - Total For Buildings &amp; Structures Fund</i>			\$29.99
SUTHERLANDS 2219	Hogadon - Operations	Safety gloves	\$15.99
<i>SUTHERLANDS 2219 - Total For Hogadon - Operations</i>			\$15.99
SUTHERLANDS 2219	Water Distribution	SOD	\$19.96
<i>SUTHERLANDS 2219 - Total For Water Distribution</i>			\$19.96
<b>SUTHERLANDS 2219 - ALL DEPARTMENTS</b>			<b>\$65.94</b>

## TAYLOR & FRANCIS BOO

TAYLOR & FRANCIS BOO	Police Administration	munis duplicate	\$419.58
TAYLOR & FRANCIS BOO	Police Administration	duplicate credit	(\$419.58)
<i>TAYLOR &amp; FRANCIS BOO - Total For Police Administration</i>			\$0.00
<b>TAYLOR &amp; FRANCIS BOO - ALL DEPARTMENTS</b>			<b>\$0.00</b>

## THATCHER CO.

THATCHER CO.	WWTP Regional Interceptors	Ferrous chloride delivery 8/17/2020.	\$8,828.82
<i>THATCHER CO. - Total For WWTP Regional Interceptors</i>			\$8,828.82
<b>THATCHER CO. - ALL DEPARTMENTS</b>			<b>\$8,828.82</b>

## THE HOME DEPOT

THE HOME DEPOT	Balefill - Diversion & Special	WALL HOOKS FOR PROCESSING BLDG	\$48.90
<i>THE HOME DEPOT - Total For Balefill - Diversion &amp; Special</i>			\$48.90
THE HOME DEPOT	Fire-EMS Operations	Booster Cable and 1400 Amp Jump Starter	\$182.67
<i>THE HOME DEPOT - Total For Fire-EMS Operations</i>			\$182.67
THE HOME DEPOT	Fire-EMS Prevent & Inspect	Microfiber Towel	\$8.98
<i>THE HOME DEPOT - Total For Fire-EMS Prevent &amp; Inspect</i>			\$8.98
THE HOME DEPOT	Golf - Operations	hand tools	\$10.01
THE HOME DEPOT	Golf - Operations	Vacuum	\$229.00
THE HOME DEPOT	Golf - Operations	Cart Cleaning Supply- Squeegee	\$7.76
<i>THE HOME DEPOT - Total For Golf - Operations</i>			\$246.77
THE HOME DEPOT	Hogadon - Operations	Concrete for sign posts	\$84.03
<i>THE HOME DEPOT - Total For Hogadon - Operations</i>			\$84.03

THE HOME DEPOT	Information Services	Fuse for Audio to SDI Box (Purchased Incorrect f	\$2.08
THE HOME DEPOT	Information Services	Returned Fuse for Audio to SDI box	(\$2.08)
THE HOME DEPOT	Information Services	Fuse for Audio to SDI box	\$4.36
<i>THE HOME DEPOT - Total For Information Services</i>			<i>\$4.36</i>
THE HOME DEPOT	Parks - Parks Maint.	Lumber to fix bridge at Long Park	\$25.09
<i>THE HOME DEPOT - Total For Parks - Parks Maint.</i>			<i>\$25.09</i>
THE HOME DEPOT	Police Administration	replace battery charger	\$99.00
<i>THE HOME DEPOT - Total For Police Administration</i>			<i>\$99.00</i>
THE HOME DEPOT	Sewer Stormwater	storm/groundwater pump station repair	\$22.54
<i>THE HOME DEPOT - Total For Sewer Stormwater</i>			<i>\$22.54</i>
<b>THE HOME DEPOT - ALL DEPARTMENTS</b>			<b>\$722.34</b>

### THIRTY THREE MILE RO

THIRTY THREE MILE RO	Sewer Wastewater Collection July-August Monthly charges		\$131.50
<i>THIRTY THREE MILE RO - Total For Sewer Wastewater Collection</i>			<i>\$131.50</i>
<b>THIRTY THREE MILE RO - ALL DEPARTMENTS</b>			<b>\$131.50</b>

### THOMSON WEST TCD

THOMSON WEST TCD	City Attorney	PROFESSIONAL SERVICES NOT ELSEWHERE CLAS	\$141.83
THOMSON WEST TCD	City Attorney	PROFESSIONAL SERVICES NOT ELSEWHERE CLAS	\$1,386.82
<i>THOMSON WEST TCD - Total For City Attorney</i>			<i>\$1,528.65</i>
<b>THOMSON WEST TCD - ALL DEPARTMENTS</b>			<b>\$1,528.65</b>

### TOP OFFICE PRODUCTS

TOP OFFICE PRODUCTS	Water Distribution	August copy charge	\$76.24
<i>TOP OFFICE PRODUCTS - Total For Water Distribution</i>			<i>\$76.24</i>
TOP OFFICE PRODUCTS	WWTP Operations	Printing/Copier Maintenance	\$159.10
<i>TOP OFFICE PRODUCTS - Total For WWTP Operations</i>			<i>\$159.10</i>
<b>TOP OFFICE PRODUCTS - ALL DEPARTMENTS</b>			<b>\$235.34</b>

### TRACKIMO INC

TRACKIMO INC	Police Administration	testing supplies	\$49.99
<i>TRACKIMO INC - Total For Police Administration</i>			<i>\$49.99</i>

**TRACKIMO INC - ALL DEPARTMENTS** \$49.99

**TRIHYDRO CORP.**

TRIHYDRO CORP. Capital Projects Fund GemsS028879-EPA Brownfields Ha \$612.75

*TRIHYDRO CORP. - Total For Capital Projects Fund* \$612.75

**TRIHYDRO CORP. - ALL DEPARTMENTS** \$612.75

**TRI-TECHNICAL SYSTEM**

TRI-TECHNICAL SYSTEM Golf - Operations COMPUTERS,COMPUTER PERIPHERAL EQUIPME \$46.00

*TRI-TECHNICAL SYSTEM - Total For Golf - Operations* \$46.00

**TRI-TECHNICAL SYSTEM - ALL DEPARTMENTS** \$46.00

**TYLER TECHNOLOGIES I**

TYLER TECHNOLOGIES I Information Services SUpport & Licensing 131,528.29

*TYLER TECHNOLOGIES I - Total For Information Services* \$131,528.29

**TYLER TECHNOLOGIES I - ALL DEPARTMENTS** \$131,528.29

**UNIFORMS 2 GEAR**

UNIFORMS 2 GEAR Police Administration Uniforms \$166.65

UNIFORMS 2 GEAR Police Administration Uniforms \$30.11

UNIFORMS 2 GEAR Police Administration Uniforms \$162.12

UNIFORMS 2 GEAR Police Administration Uniforms \$57.12

UNIFORMS 2 GEAR Police Administration Uniforms \$225.36

UNIFORMS 2 GEAR Police Administration Uniforms \$146.60

*UNIFORMS 2 GEAR - Total For Police Administration* \$787.96

**UNIFORMS 2 GEAR - ALL DEPARTMENTS** \$787.96

**VCN NATRONAREALESTAT**

VCN NATRONAREALESTAT City Attorney GOVERNMENT SERVICES NOT ELSEWHERE CLAS \$14.50

*VCN NATRONAREALESTAT - Total For City Attorney* \$14.50

**VCN NATRONAREALESTAT - ALL DEPARTMENTS** \$14.50

## VERIZON WIRELESS

VERIZON WIRELESS	Balefill - Disposal & Landfill	Services	\$40.03
<i>VERIZON WIRELESS - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$40.03</i>
VERIZON WIRELESS	Police Administration	Monthly services	\$1,224.05
<i>VERIZON WIRELESS - Total For Police Administration</i>			<i>\$1,224.05</i>
VERIZON WIRELESS	Public Safety Communication	Monthly services	\$38.39
VERIZON WIRELESS	Public Safety Communication	Command Bus Service	\$125.24
<i>VERIZON WIRELESS - Total For Public Safety Communications</i>			<i>\$163.63</i>
VERIZON WIRELESS	Water Meters	Monthly charges	\$266.12
<i>VERIZON WIRELESS - Total For Water Meters</i>			<i>\$266.12</i>
<b>VERIZON WIRELESS - ALL DEPARTMENTS</b>			<b>\$1,693.83</b>

## VICTOR STANLEY, INC

VICTOR STANLEY, INC	Property Insurance Fund	Claim #2292	\$2,758.00
<i>VICTOR STANLEY, INC - Total For Property Insurance Fund</i>			<i>\$2,758.00</i>
<b>VICTOR STANLEY, INC - ALL DEPARTMENTS</b>			<b>\$2,758.00</b>

## VOGEL PAINT & WAX CO

VOGEL PAINT & WAX CO	Traffic Control	5 totes of white and 7 totes of yellow traffic pai	\$24,890.00
<i>VOGEL PAINT &amp; WAX CO - Total For Traffic Control</i>			<i>\$24,890.00</i>
<b>VOGEL PAINT &amp; WAX CO - ALL DEPARTMENTS</b>			<b>\$24,890.00</b>

## VZWRLSS IVR VB

VZWRLSS IVR VB	Cemetery	TELECOMMUNICATION SERV.INCLUD. CEM BLD	\$40.01
<i>VZWRLSS IVR VB - Total For Cemetery</i>			<i>\$40.01</i>
<b>VZWRLSS IVR VB - ALL DEPARTMENTS</b>			<b>\$40.01</b>

## VZWRLSS MY VZ VB P

VZWRLSS MY VZ VB P	Golf - Operations	cellular service for ipads	\$80.02
<i>VZWRLSS MY VZ VB P - Total For Golf - Operations</i>			<i>\$80.02</i>
<b>VZWRLSS MY VZ VB P - ALL DEPARTMENTS</b>			<b>\$80.02</b>

## WAGNER'S OUTDOOR OUT

WAGNER'S OUTDOOR OUT	Streets	Propane for patching in August	\$78.12
<i>WAGNER'S OUTDOOR OUT - Total For Streets</i>			<i>\$78.12</i>
<b>WAGNER'S OUTDOOR OUT - ALL DEPARTMENTS</b>			<b>\$78.12</b>

## WAL-MART #1617

WAL-MART #1617	Buildings & Structures Fund	City Center Custodial Supplies	\$41.86
<i>WAL-MART #1617 - Total For Buildings &amp; Structures Fund</i>			<i>\$41.86</i>
<b>WAL-MART #1617 - ALL DEPARTMENTS</b>			<b>\$41.86</b>

## WARDWELL WATER & SEW

WARDWELL WATER & SEW	RWS - Booster Stations	Booster/Irrigation	\$141.68
<i>WARDWELL WATER &amp; SEW - Total For RWS - Booster Stations</i>			<i>\$141.68</i>
<b>WARDWELL WATER &amp; SEW - ALL DEPARTMENTS</b>			<b>\$141.68</b>

## WEAR PARTS INC

WEAR PARTS INC	Traffic Control	Nuts and bolts for open container signs for dow	\$32.79
<i>WEAR PARTS INC - Total For Traffic Control</i>			<i>\$32.79</i>
<b>WEAR PARTS INC - ALL DEPARTMENTS</b>			<b>\$32.79</b>

## WM SUPERCENTER

WM SUPERCENTER	Regional Water Operations	Office Supplies	\$107.24
<i>WM SUPERCENTER - Total For Regional Water Operations</i>			<i>\$107.24</i>
<b>WM SUPERCENTER - ALL DEPARTMENTS</b>			<b>\$107.24</b>

## WY. MACHINERY CO.

WY. MACHINERY CO.	Balefill - Disposal & Landfill	Repairs	\$1,584.00
<i>WY. MACHINERY CO. - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$1,584.00</i>
<b>WY. MACHINERY CO. - ALL DEPARTMENTS</b>			<b>\$1,584.00</b>



## WYOMING LOW VOLTAGE

WYOMING LOW VOLTAGE	Golf - Operations	Wire run for security camera	\$70.00
<i>WYOMING LOW VOLTAGE - Total For Golf - Operations</i>			<i>\$70.00</i>
<b>WYOMING LOW VOLTAGE - ALL DEPARTMENTS</b>			<b>\$70.00</b>

## WYOMING STEEL & RECY

WYOMING STEEL & RECY	Balefill - Baler Processing	Repairs	\$1,417.32
<i>WYOMING STEEL &amp; RECY - Total For Balefill - Baler Processing</i>			<i>\$1,417.32</i>
WYOMING STEEL & RECY	Balefill - Disposal & Landfill	Traffic Safety Project	\$627.70
<i>WYOMING STEEL &amp; RECY - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$627.70</i>
<b>WYOMING STEEL &amp; RECY - ALL DEPARTMENTS</b>			<b>\$2,045.02</b>

## WYOMING STEEL, RECYC

WYOMING STEEL, RECYC	Balefill - Baler Processing	METAL FOR BALER COOLER	\$67.50
<i>WYOMING STEEL, RECYC - Total For Balefill - Baler Processing</i>			<i>\$67.50</i>
<b>WYOMING STEEL, RECYC - ALL DEPARTMENTS</b>			<b>\$67.50</b>

## XEROX CORPORATION

XEROX CORPORATION	Engineering	Maintenance Plan	\$38.96
XEROX CORPORATION	Engineering	Services	\$204.22
<i>XEROX CORPORATION - Total For Engineering</i>			<i>\$243.18</i>
<b>XEROX CORPORATION - ALL DEPARTMENTS</b>			<b>\$243.18</b>

**CITYWIDE BILLS AND CLAIMS TOTAL**

\$4,031,717.15

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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  
 09/15/20

**Additional Accounts Payable**

**8/27/20**

Prewrits - Recording Fees, Payroll vendors, Reimbursements, Petty Cash

American Heritage Life Ins	4,705.78
Continental American Insurance - AFLAC	719.98
808-NCPERS Group Life Ins	816.00
Shane Chaney	327.15
Steve Nunn	318.39
Sarah Boyle	600.22
Wy State Golf Assoc	2,098.00
First Interstate Bank - Petty Cash	39.47
First Interstate Bank - Petty Cash	200.00
Natrona County Clerk	231.00
	10,055.99

**09/04/20**

Prewrits - reimbursement, Payroll vendors

Mike Ogden	297.00
State of Wy	912,622.14
Wy Retirement - City	237,603.76
Wy Retirement - Fire	93,855.39
Wy Retirement - Police	111,946.84
	1,356,325.13

**Total Additional AP**      **\$ 1,366,381.12**

September 4, 2020

MEMO TO: J. Carter Napier, City Manager *JCN for Carter Napier*

FROM: Liz Becher, Community Development Director *LB*

SUBJECT: Establish Date of Public Hearing for Consideration of an Ordinance to Vacate a 0.017-Acre Portion of a Public Right of Way (Alley) Located Between Lot 17, Natrona Heights Re-Subdivision and Lot 4 of White's Addition

**Meeting Type & Date:**

Regular Council Meeting, September 15, 2020

**Action Type:**

Establish Date of Public Hearing on an Ordinance

**Recommendation:**

That Council, by minute action, establish September 29, 2020 as the date of public hearing for consideration of an ordinance approving the vacation of a 0.017-acre portion of a public right of way (Alley) located between Lot 17, Natrona Heights Re-Subdivision and Lot 4 of White's Addition.

**Summary:**

Natrona County has petitioned for the vacation of a small, leftover piece of public right-of-way, located in the block between East 3<sup>rd</sup> and East 5<sup>th</sup> Streets, and between South Washington and South Conwell Streets. The balance of the streets and alleys in the block were vacated by the City many years ago, at the time the block was developed. During the due diligence process of the property sale, Banner Health discovered that a small portion of the alley was unintentionally omitted from the previous vacations. Banner Health is requiring the County to clean up the vacation of the alley as one of the conditions of the sale. According to the sale agreement between the parties, first reading of the City's ordinance must occur before closing, which is scheduled for October 1, 2020.

Natrona County has provided a signed petition with signatures of a majority of the property owners, who own a majority of the property proposed for vacation, and extending three hundred feet (300') in all directions. In addition, the County has obtained easement releases from all affected Casper utility providers, with the exception of CenturyLink. It is anticipated that the signature from CenturyLink will be obtained prior to third and final reading of the ordinance. If not, the ordinance must be tabled on third reading, until the signature is provided.

**Financial Considerations:**

Wyoming State Statute 15-4-305 states that the City may demand and receive the value of the land vacated as consideration for the vacation, if desired.

**Oversight/Project Responsibility:**

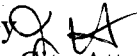
Craig Collins, City Planner, is tasked with processing vacation requests.

**Attachments:**

None.

September 11, 2020

MEMO TO: J. Carter Napier, City Manager

FROM: John Henley, City Attorney   
Wallace Trembath, Deputy City Attorney W. T.

SUBJECT: Encroachment Agreements between the City of Casper, Wyoming and Natrona County, Wyoming, at or near Wyoming Medical Center in Casper, Wyoming

**Meeting Type & Date**

Special Council Meeting  
September 29, 2020

**Action type**

Establishment of a public hearing.

**Recommendation**

To establish September 29, 2020, as the public hearing date for consideration of encroachment agreements between the City of Casper, Wyoming, and Natrona County, Wyoming, at or near the Wyoming Medical Center:

- 1) Lot 1, Block 48, Whites Addition – 1115 East 2<sup>nd</sup> Street
- 2) Blocks 49 and 50 Whites Addition – 1233 East 2<sup>nd</sup> Street
- 3) McMurry Medical Arts Building – Multiple Parcels
- 4) Utility and Access Tunnel South Conwell Street, Block 49 and Block 50, White’s Addition
- 5) Fiber Line 2,027.21 linear feet
- 6) Electrical Line 115.09 linear feet
- 7) Electrical Line 80.04 linear feet

At the same meeting, the City will bring forward a termination agreement to clear the record of any previous, conflicting licenses that may be in place on or near the Wyoming Medical Center property.

**Summary**

In anticipation of the sale of Wyoming Medical Center from Natrona County, Wyoming, to a private purchaser, title work was performed by the purchaser. The title work identified encroachments by Wyoming Medical Center on City property and City rights-of-way that need to be addressed. A public hearing needs to be set to approve the encroachment agreements negotiated between the City of Casper and Natrona County. The encroachment agreements are intended to remove title issues created by the encroachments and provide the City of Casper fair value for land encroached upon.

**Financial Considerations**

Not applicable

**Oversight/Project Responsibility**

None

**Attachments**

None

September 4, 2020

MEMO TO: J. Carter Napier, City Manager *JCN for JCN*  
FROM: John Henley, City Attorney *JH*  
Wallace Trembath, Deputy City Attorney *WT by JH*  
SUBJECT: An Ordinance Amending Ordinance No. 18-17, a Franchise Granting an Electric Utility Easement to PacifiCorp, an Oregon Corporation, Doing Business as Rocky Mountain Power.

**Meeting Type & Date**

Regular Council Meeting, September 15, 2020

**Action type**

Establish a Public Hearing and First Reading.

**Recommendation**

That Council, by minute action, establish a Public Hearing and First Reading on October 6, 2020 of the proposed Ordinance Amending Ordinance No. 18-17, a Franchise Granting an Electric Utility Easement to PacifiCorp, an Oregon Corporation, Doing Business as Rocky Mountain Power.

**Summary**

On November 21, 2017, City Council approved Ordinance No. 18-17, which granted an electric utility franchise and general utility easement (“Franchise”) to PacifiCorp, an Oregon corporation, doing business as Rocky Mountain Power. Under the Franchise, the City receives a seven percent (7%) franchise fee from Rocky Mountain Power.

Absent Council action, the franchise fee will automatically decrease to five percent (5%) on November 21, 2021, and the projected loss of revenue to the City will be approximately Seven Hundred Sixty Thousand Dollars (\$760,000) or more each fiscal year. Such a revenue loss would be impractical and unworkable from a budgetary and City services perspective.

The Franchise allows the City to change the franchise fee amount at any time. The proposed ordinance amendment would keep the franchise fee at its current level throughout the term of the Franchise, and preserve critical and stable funding for the City.

The City must give Rocky Mountain Power 60 days’ prior written notice of the franchise fee change before it is implemented.

**Financial Considerations**

\$760,000 of funding per year is at stake. See the summary above.

**Oversight/Project Responsibility**

J. Carter Napier, City Manager

**Attachments**

Proposed Ordinance Amendment



ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING ORDINANCE NO. 18-17,  
A FRANCHISE GRANTING AN ELECTRIC UTILITY  
EASEMENT TO PACIFICORP, AN OREGON  
CORPORATION, DOING BUSINESS AS ROCKY  
MOUNTAIN POWER.

WHEREAS, on November 21, 2017, City Council approved Ordinance No. 18-17, which granted an electric utility franchise and general utility easement (“Franchise”) to PacifiCorp, an Oregon corporation, doing business as Rocky Mountain Power; and,

WHEREAS, the City receives a seven percent (7%) franchise fee from Rocky Mountain Power; and,

WHEREAS, unless Council acts, the franchise fee automatically decreases to five percent (5%) on November 21, 2021; and,

WHEREAS, the projected loss of revenue to the City is approximately Seven Hundred Sixty Thousand Dollars (\$760,000) or more each fiscal year if the automatic decrease occurs; and,

WHEREAS, Council has determined that the projected revenue loss is impractical and unworkable from a budgetary perspective; and,

WHEREAS, the Franchise allows the City to change the franchise fee amount at any time; and,

WHEREAS, the City must give Rocky Mountain Power 60 days’ prior written notice of the franchise fee change before it is implemented; and,

WHEREAS, Council wants to amend the Franchise to keep the current, seven percent (7%) franchise fee in place throughout the term of the Franchise.

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

SECTION 1:

Section 13 A. of Ordinance No. 18-17 is amended to read:

In consideration of the rights, privileges, and franchise hereby granted, Rocky Mountain Power shall pay to the City seven percent (7%) of its gross revenues derived from within the corporate limits of City. The term “gross revenue” as used herein shall be construed to mean any revenue of Rocky Mountain Power derived from the retail sale and use of electric

power and energy within the municipal boundaries of the City after adjustment for the net write-off of uncollectible accounts and corrections of bills theretofore rendered. Notwithstanding any provision to the contrary, at any time during the term of this franchise, the City may elect to change the franchise fee amount as may then be allowed by state law. The City shall provide Rocky Mountain Power with prior written notice of such change following adoption of the change in percentage by the City. The change shall be effective sixty (60) days after the City has provided such written notice to Rocky Mountain Power.

SECTION 2:

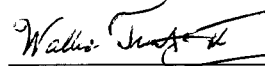
The City Manager or his designee shall notify Rocky Mountain Power of this change to the franchise fee by providing it with a copy of this executed Ordinance. The persons and addresses to whom notice shall be given are set forth in Section 19 of Ordinance No. 18-17.

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:

  
\_\_\_\_\_

CITY OF CASPER, WYOMING  
A Municipal Corporation

ATTEST:

\_\_\_\_\_  
Fleur D. Tremel  
City Clerk

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

ACCEPTED BY PACIFICORP:

\_\_\_\_\_  
Sharon Fain  
Vice President, Wyoming  
Date: \_\_\_\_\_

Sept. 9, 2020

MEMO TO: J. Carter Napier, City Manager *201 for JCN*  
FROM: Tom Pitlick, Financial Services Director *TP*  
SUBJECT: Establishing October 6, 2020, as the Public Hearing Date for Adoption of Fiscal Year 2021 Budget Amendment #2

Meeting Type & Date:  
Regular Council Meeting  
September 15, 2020

Action type:  
Minute Action

Recommendation:  
That Council, by minute action, establish October 6, 2020, as the date of public hearing for consideration of the adoption of the Fiscal Year 2021 Budget Amendment #2.

Summary:  
The Municipal Budget Act, Section 16-4-108, prohibits the expenditure or encumbrance of any money in excess of the amounts provided in the budget for each department. To comply with this requirement, City Council may authorize an adjustment of budgets. It has been determined that adjustments to the Fiscal Year 2021 adopted budget are necessary and are being prepared for Council consideration. The City Council is respectfully requested to establish October 6, 2020, as the public hearing date for the consideration and adoption of the 2<sup>nd</sup> amendment to the Fiscal Year 2021 budget.

Financial Considerations:  
None

Oversight/Project Responsibility:  
Tom Pitlick, Financial Services Director

Attachments:  
None

September 2, 2020

MEMO TO: City Council  
J. Carter Napier, City Manager *JCN for JCN*

FROM: John Henley, City Attorney *JH*

SUBJECT: An Ordinance Amending Section 2.60.050 to the Code of Ethics of the Casper Municipal Code

**Meeting Type & Date**

Regular Council Meeting  
September 15, 2020

**Action type**

Public Hearing and First Reading

**Recommendation**

That Council by ordinance, review and adopt as appropriate, amendments to Section 2.60.050 to the Code of Ethics of the Casper Municipal Code.

**Summary**

At the August 25, 2020, Work Session, Council discussed the proposed Ordinance; find attached a copy of the proposed Ordinance Amending Section 2.60.050 to the Code of Ethics of the Casper Municipal Code. The Ordinance incorporates the changes below:

Paragraph A., was created for purposes of formatting. The verbiage that previously existed in Section 2.60.050 was almost verbatim incorporated into paragraph A., except in a different format to allow for the addition of paragraphs B. and C.

Paragraph B., is a subsequent addition; it provides for a "Conflict of Interest" definition and explains the motivation and rationale of paragraph B. This paragraph also provides for a procedure and process if a conflict of interest or a potential conflict of interest were to arise. The procedure includes a duty to disclose conflicts of interest in connection with any proposed transaction, contract, arrangement, policy, program or other matter being considered by the Council. Additionally, the amendment and addition to this section discusses the process after disclosure of the conflict of interest or potential conflict of interest, and if/when a duty to abstain from voting is appropriate.

Paragraph C., establishes that should a council-member vote as a city council-member, he or she shall be precluded from taking any financial ownership in the matter voted upon, for the entirety of the time that the council-member is on Council and or is a City Council board or commission appointee.

**Financial Considerations**

None anticipated

**Oversight/Project Responsibility**

Mayor and Vice Mayor and City Council Members  
City Attorney

**Attachments**

Proposed Ordinance Amending Section 2.60.050 to the Code of Ethics of the Casper Municipal Code

ORDINANCE NO. 21-20

AN ORDINANCE AMENDING SECTION 2.60.050 TO THE  
CODE OF ETHICS OF THE CASPER MUNICIPAL CODE.

WHEREAS, the members of the City Council desire to conduct their business in a manner that is legally and ethically beyond reproach; and

WHEREAS, on October 15, 2019, the City Council passed Ordinance No. 29-19 creating Chapter 2.60 Code of Ethics; and

WHEREAS, since 2015 the City Council has determined the following modifications and additions to Section 2.60.050 are necessary.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Section 2.60.050 of the Casper Municipal Code is hereby amended and replaced as follows:

2.60.050 — A. Official decisions and votes.

A.1. A public official or public member shall not make an official decision or vote on an official decision if the public official or public member has a personal interest in the matter. In determining whether he or she has a personal interest in a matter, the public official or public member shall recognize the importance of his or her right to represent his or her constituency and shall abstain from voting only in clear cases of a personal interest, as defined in this subsection. A public official or public member shall not vote to give money or any direct financial benefit to himself or herself except for tax reductions affecting the general public. For purposes of this section, a personal interest is:

~~1.~~ With respect to the public official or public member, an interest which is direct and immediate as opposed to speculative and remote; and

a.

~~2.~~ An interest that provides the public official or public member, a greater benefit or lesser detriment than it does for a large or substantial group or class of persons who are similarly situated.

2. B. A public official or public member, described by subsection “a” of this section shall abstain from voting on the decision and from making any official decision in the matter. The public official's or public member's abstention from voting must be recorded in the city's, board's or committee's official records.

3. ~~C.~~ This section shall not be construed to supersede Wyoming Statutes Sections 15-9-220, or 16-6-118. Those provisions shall control to the extent inconsistent with this section.

B. Definition of/purpose for Conflict of Interest. Prohibition.

1. Definition of "Conflict of Interest" A conflict of interest will be deemed to exist, whenever an individual is in the position to approve or influence policies or actions of the City of Casper or one of its boards or commissions (hereafter City), or reasonably appears to be in a position to approve or influence policies or actions of the City, which involve or could harm, or benefit financially: (i) the individual; (ii) any member of the member's immediate family (spouse, parents, children, brothers or sisters, and spouses of these individuals and/or cohabitation partner); (iii) any organization in which he or she or an immediate family member or cohabitation partner is a director, trustee or officer or has more than five percent equity or investment interest or the right to acquire any equity or investment interest of more than five percent; (iv) any organization in which he or she or an immediate family member or cohabitation partner has a compensation arrangement; For the avoidance of doubt, service on a joint powers board while on the City Council, and service as a liaison or representative to a City or Casper commission or board, shall not constitute a conflict of interest, but the duty of the council-member is to act in the best interest of the City.
2. Purpose. The purpose of this policy recognizes the mere appearance of a conflict may be as serious and potentially damaging to the public trust as an actual conflict. Therefore, potential conflicts must be disclosed, evaluated and managed with the same thoroughness as actual conflicts. Each city council member shall promptly disclose any conflict of interest or potential conflicts of interest that exist or may arise; a council member is to act in the best interest of the City.
3. Procedures regarding conflicts of interest:
  - a. Duty to disclose:
    - i. In connection with any proposed transaction, contract, arrangement, policy, program or other matter being considered by the City of Casper or its governing body, a council member shall promptly disclose the existence of any conflict or potential conflict that may give rise to a

conflict of interest with respect to the proposed transaction, contract arrangement, policy, program or other such matter.

ii. Potential conflicts of interest can be seriously damaging to the public's trust. A council member shall promptly disclose the existence of any potential conflict of interest. When in doubt, the council member shall disclose matters as potential conflicts of interest and disclose all relevant facts relating to the potential conflict.

iii. If any council member has reason to believe that another council member has a potential conflict of interest, the council member with such belief shall inform the governing body, including disclosing all relevant facts and concerns relating thereto.

b. Procedures for addressing a conflict of interest.

i. If a council member declares a conflict of interest, or a potential conflict of interest exists, or two thirds of the governing body less the member with an alleged potential conflict determine that a conflict of interest exists, the conflicted member may make a presentation to the governing body in open session regarding the conflict of interest but shall only state facts; the member shall not argue for or against the item under consideration. The conflicted member shall then leave the meeting and all future meetings where the potential conflict may be discussed or considered and shall not be present during any discussion of the matter which gave rise to the conflict of interest or potential conflict of interest of the member.

c. Duty to abstain.

i. After disclosing the existence of a potential conflict, the council member shall refrain from using their potential influence (either at or outside a council meeting, or otherwise) to influence the governing body's handling of the transaction, contract, arrangement, policy, program, or other matter.

ii. No council member may vote on, or each council member must abstain from voting on, any matter in which the council member has a conflict of interest or potential conflict of interest.

C. -Preemptive policy to avoid conflicts of interest or the appearance of a conflict of interest.



1. If a council member votes on a matter before council, he or she shall decline to take any financial ownership in the transaction, contract, arrangement, policy, or other such matter upon which he or she voted, for the entirety of the time that member is a member of city council and/or is a city council board or commission appointee.

(Ord. No. 29-19, 10-15-2019)

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

September 11, 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 Ide Addition to the City of Casper complies with W.S. §15-1-402.

**Meeting Type & Date:**

Regular Council Meeting, September 15, 2020.

**Action Type:**

Public hearing and resolution

**Recommendation:**

That Council, by resolution, make findings that the annexation of the Ide Addition to the City of Casper 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 an 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 Ide Addition to the City of Casper. The property involved encompasses approximately 0.945-acres, more or less, of former railroad right-of-way, which, as is common with many of the old railroad properties through Casper, was never incorporated into the City limits, platted, or zoned. The structure on the property is currently being remodeled/developed as a banking facility. The abutting properties surrounding the subject property are all zoned C-3 (Central Business), and land uses in the area are all commercial. The proposed plat is creating two (2) lots, one north of the rail-to-trail pathway, and one south of the pathway. The north lot is the location of the primary structure, and the south lot is currently in use as a parking lot. 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.

A notice of public hearing was published in the Casper Star-Tribune advertising the City Council public hearing, pursuant to State law. All public hearings are also advertised on the City's website ([casperwy.gov](http://casperwy.gov)).

**Financial Considerations:**

Not Applicable

**Oversight/Project Responsibility:**

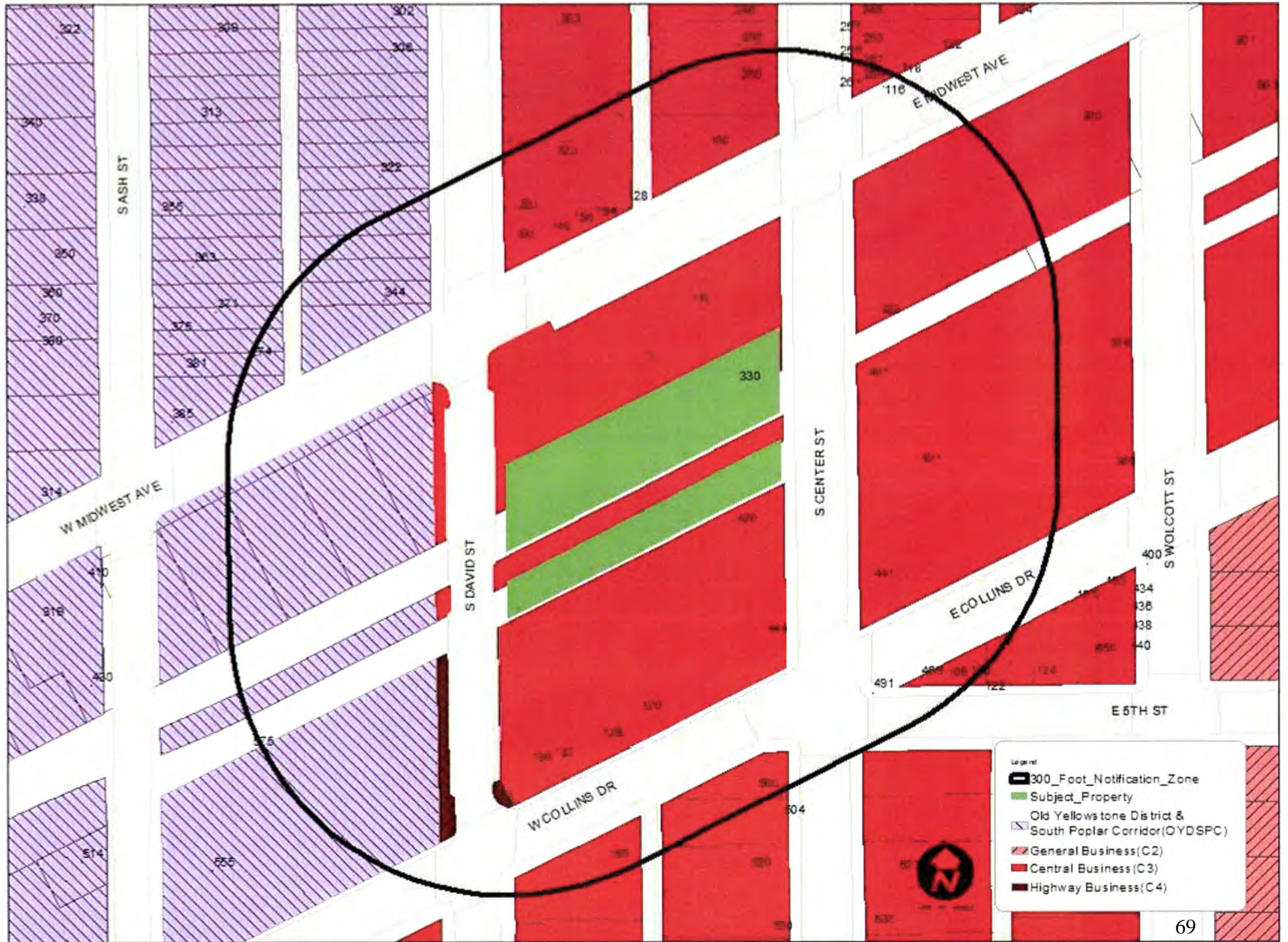
Craig Collins, AICP, City Planner, is tasked with processing annexations.

**Attachments:**

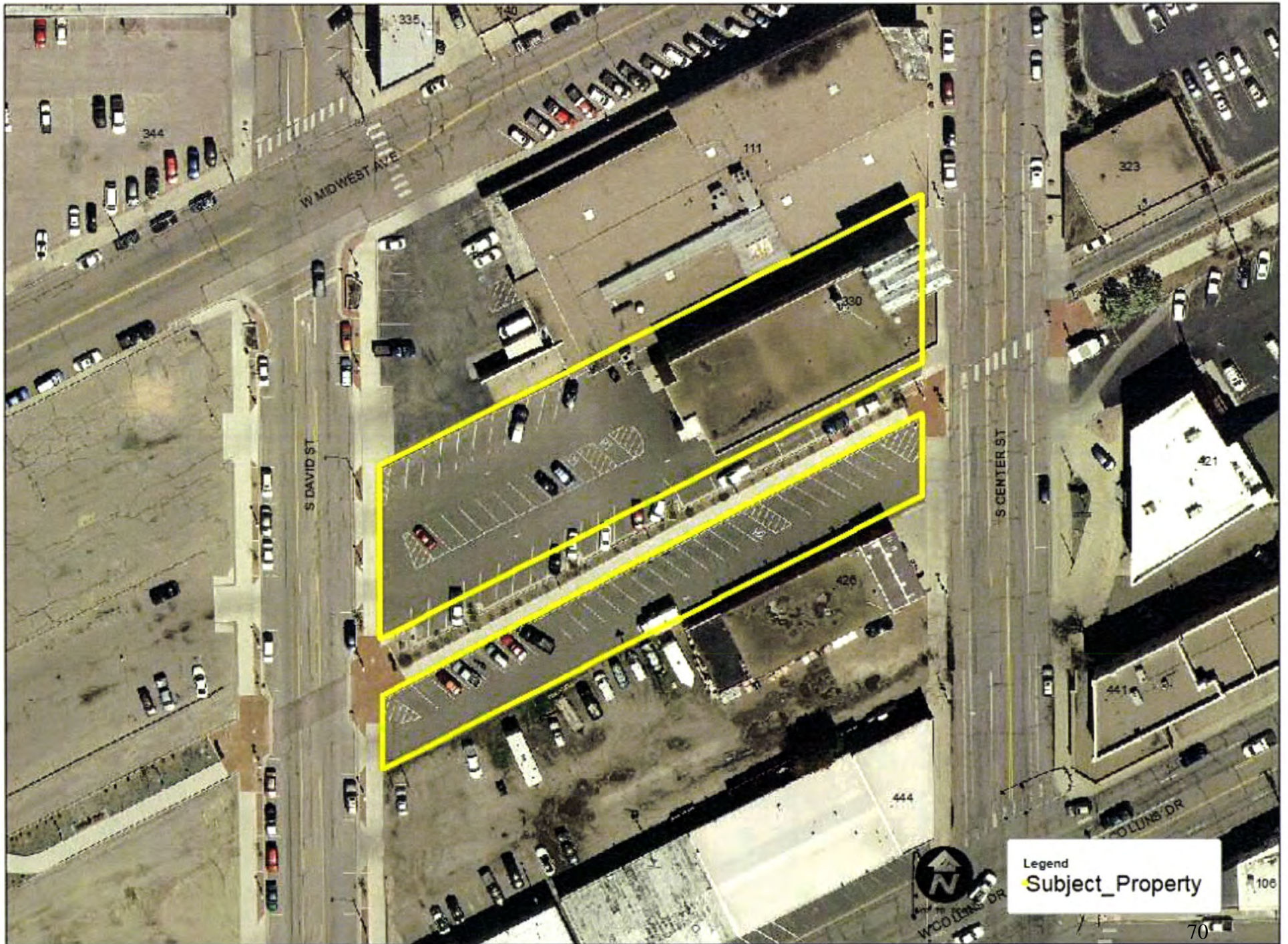
Location Map

Resolution

# Proposed Ide Addition



# Proposed Ide Addition



ORDINANCE NO. 18-20

AN ORDINANCE APPROVING THE ANNEXATION, PLAT AND SUBDIVISION AGREEMENT FOR THE IDE ADDITION TO THE CITY OF CASPER; AND ZONING SAID ADDITION C-3 (CENTRAL BUSINESS)

WHEREAS, Ide-Mobil, LLC has applied to annex and plat 0.945-acres, more or less, located at 330 South Center Street, to create the Ide Addition Subdivision in a Portion of the W1/2NE1/4, Section 9, T.33N., R.79W., 6<sup>th</sup> P.M., Natrona County, Wyoming; and,

WHEREAS, the applicant has applied for C-3 (Central Business) zoning; 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 Ide Addition, and the zoning of the same as C-3 (Central Business), following a public hearing on June 18, 2020.

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

SECTION 1:

The annexation of the Ide 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 Ide Addition is hereby approved.

SECTION 3:

The Subdivision Agreement between the City of Casper and Ide-Mobil, 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 Ide Addition is hereby zoned C-3 (Central Business).

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 4<sup>th</sup> day of August, 2020.

PASSED on 2nd reading the 18<sup>th</sup> day of August, 2020.

PASSED, APPROVED, AND ADOPTED on 3rd and final reading the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

APPROVED AS TO FORM:

Walter Trust

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

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



PLAT OF  
**"IDE ADDITION"**  
 A SUBDIVISION OF A PORTION OF  
 THE W1/2NE1/4, SECTION 9  
 TOWNSHIP 33 NORTH, RANGE 79 WEST  
 SIXTH PRINCIPAL MERIDIAN  
 NATRONA COUNTY, WYOMING  
 SCALE: 1"=40'

**CERTIFICATE OF DEDICATION**

IDE-MOBIL, LLC, hereby certify that they are the owners and proprietors of the foregoing subdivision located in and being a portion of the W1/2NE1/4, Section 9, Township 33 North, Range 79 West of the Sixth Principal Meridian, Natrona County, Wyoming and being more particularly described by metes and bounds as follows:

**LOT 1**

Beginning at the southeasterly corner of the Parcel being described and the northeasterly corner of Block 1, C & NW Trail Addition to the City of Casper, Wyoming and a point in the westerly line of South Center Street; thence from said Point of Beginning and along the southerly line of said Parcel and the northerly line of said C & NW Trail Addition, S.63°37'24"W., 334.77 feet to the southwesterly corner of said Parcel and a point in and intersection with the easterly line of South David Street; thence along the westerly line of said Parcel and the easterly line of said South David Street, N.0°01'31"E., 95.48 feet to the northwesterly corner of said Parcel; thence along the northerly line of said Parcel, N.64°00'22"E., 333.58 feet to the northeasterly corner of said Parcel and a point in and intersection with the westerly line of said South Center Street; thence along the easterly line of said Parcel and the westerly line of said South Center Street, S.0°01'33"E., 92.95 feet to the Point of Beginning and containing 28,254 square feet or 0.649 acres, more or less.

**LOT 2**

Beginning at the northeasterly corner of the Parcel being described and also the southeasterly corner of Block 1, C & NW Trail Addition to the City of Casper, Wyoming and a point in the westerly line of South Center Street; thence from said Point of Beginning and along the easterly line of said Parcel and the westerly line of said South Center Street, S.0°24'20"E., 45.29 feet to the southeasterly corner of said Parcel and northeasterly corner of Lot 1, Triflection Addition No. 2 to the City of Casper, Wyoming; thence along the southerly line of said Parcel and the northerly line of said Lot 1, Triflection Addition No. 2 and Lot 2, Bistof Addition to the City of Casper, Wyoming, S.63°58'53"W., 334.13 feet to the southwesterly corner of said Parcel, northwesterly corner of Said Lot 2, Bistof Addition and a point in and intersection with the easterly line of South David Street; thence along the westerly line of said Parcel and the easterly line of said South David Street, N.0°05'31"W., 40.62 feet to the northwesterly corner of said Parcel and a point in and intersection with the southerly line of said Block 1, C & NW Trail Addition; thence along the northerly line of said Parcel and southerly line of said Block 1, C & NW Trail Addition, N.63°22'07"E., 19.23 feet to a point; thence N.63°14'18"E., 316.75 feet to the Point of Beginning and containing 12,915 square feet or 0.296 acres, more or less.

The subdivision of the foregoing described lands as appears on this plat is with the free consent and in accordance with the desires of the above named owners and proprietors; the name of said subdivision shall be known as "IDE ADDITION" and all streets as shown hereon have been previously dedicated to the public.

IDE-MOBIL, LLC  
 P.O. Box 1595  
 Casper, Wyoming 82602

Robert C. Ide, Managing Member

**ACKNOWLEDGMENT**

State of Wyoming }  
 County of Natrona } ss

The foregoing instrument was acknowledged before me by Robert C. Ide, Managing Member of Ide-Mobil, LLC this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

Witness my hand and official seal.

My Commission Expires: \_\_\_\_\_

Notary Public

**APPROVALS**

APPROVED: City of Casper Planning and Zoning Commission this \_\_\_\_\_ day of \_\_\_\_\_, 2020 and forwarded to the City Council of Casper, Wyoming with recommendation that said plat be approved.

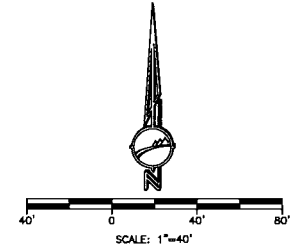
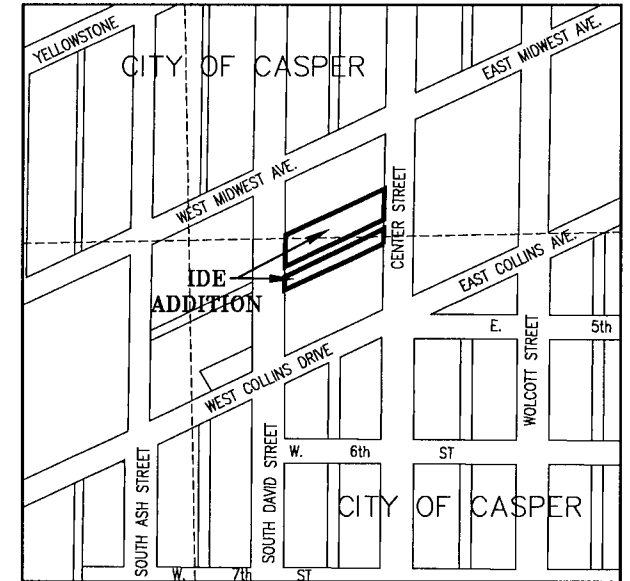
Secretary \_\_\_\_\_ Commission Chairman \_\_\_\_\_

APPROVED: City Council of the City of Casper, Wyoming by Resolution No. \_\_\_\_\_ duly passed, adapted and approved on the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

Attest: \_\_\_\_\_ City Clerk \_\_\_\_\_ Mayor \_\_\_\_\_

INSPECTED AND APPROVED on the \_\_\_\_\_ day of \_\_\_\_\_, 2020. \_\_\_\_\_ City Engineer

INSPECTED AND APPROVED on the \_\_\_\_\_ day of \_\_\_\_\_, 2020. \_\_\_\_\_ City Surveyor



DATUM: U.S. FOOT - GROUND  
 BASIS OF BEARING - GEODETIC NORTH BASED ON GPS  
 COORDINATES REFER TO WYOMING STATE PLANE COORDINATES, EAST CENTRAL ZONE, NAD83/2011. ELEVATIONS ARE FOR REFERENCE ONLY AND NOT FOR USE AS A BENCHMARK.

**CERTIFICATE OF SURVEYOR**

I, Paul R. Svenson, a registered professional land surveyor, License No. 10272, do hereby certify that this plat was made from notes taken during an actual surveys made by me or others under my direct supervision during the month of March, 2020 and that this plat, to the best of my knowledge and belief, correctly and accurately represents said survey. The perimeter boundary and lot corners are monumented as of the date of this survey.

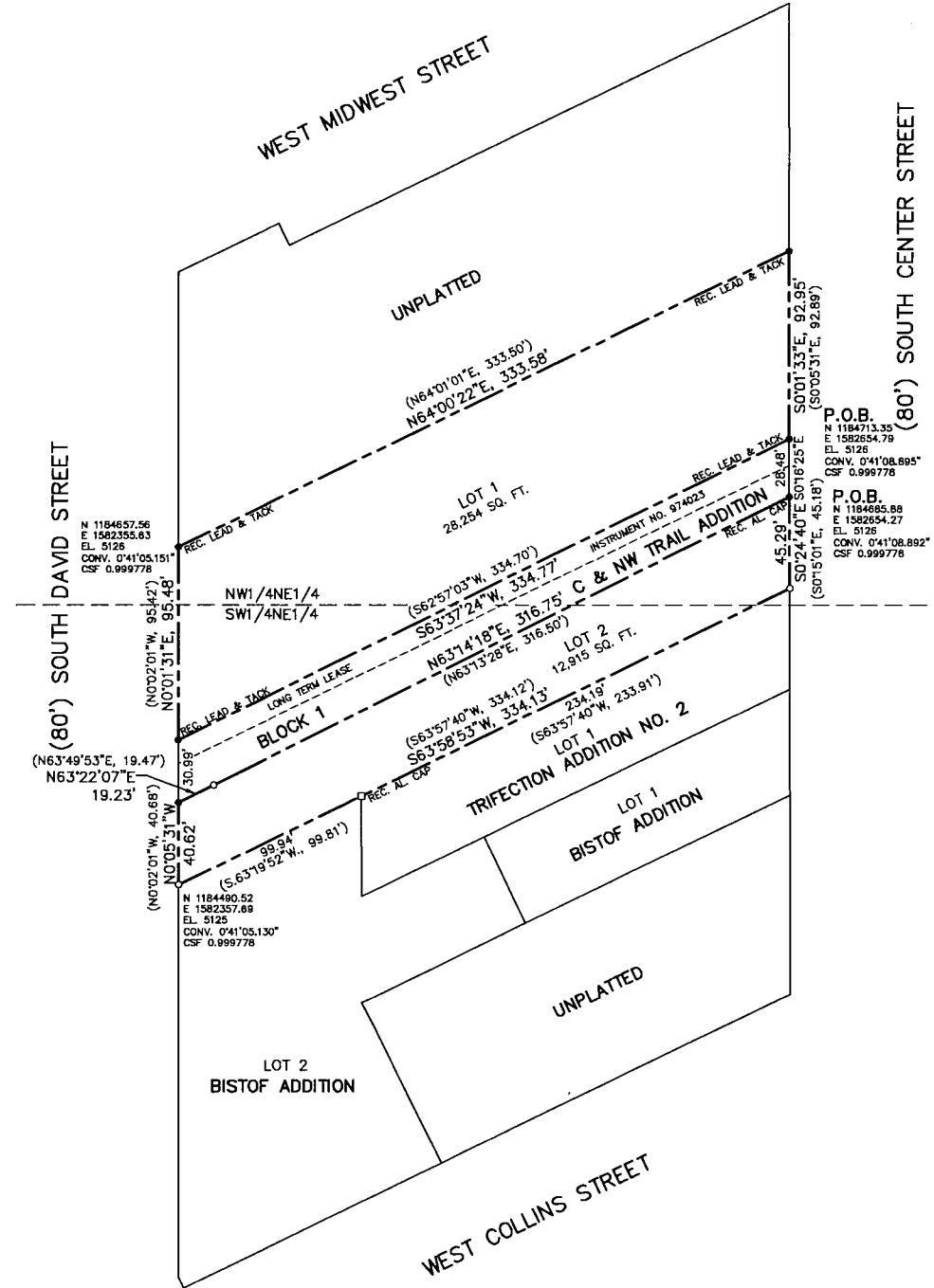
State of Wyoming }  
 County of Natrona } ss

The foregoing instrument was acknowledged before me by Paul R. Svenson this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

Witness my hand and official seal.

My Commission Expires: \_\_\_\_\_

Notary Public



**LEGEND**

- RECOVERED BRASS CAP
- ◻ RECOVERED CORNER (AS NOTED)
- SET BRASS TABLET
- SET 5/8" REBAR W/AL CAP
- W.C. WITNESS CORNER
- SUBDIVISION BOUNDARY
- - - LEASE LINE
- MEASURED RECORD

S89°23'57"W, 336.97'  
 (S63°57'40"W, 334.12')



ENGINEERING SURVEYING  
 200 PRONGHORN, CASPER, WY. 82601  
 W.D. No. 17013 DATE: 5-5-20 FILE NAME: IDE ADDITION 17013

**IDE ADDITION  
SUBDIVISION AGREEMENT**

This Subdivision Agreement ("Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 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. Ide-Mobil, LLC, PO Box 1595, Casper, Wyoming 82602, ("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 for annexation and a plat to create the Ide Addition Subdivision, comprising 0.945-acres, more or less, located at 330 South Center Street, in a portion of the W1/2NE1/4, Section 9, T.33N., R.79W., 6<sup>th</sup> P.M., Natrona County, Wyoming.
- C. A plat of the Ide Addition ("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 in accordance with 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, the 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 the 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 the 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.

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:

Ide-Mobil, LLC  
 Attn: Robert Ide  
 PO Box 1595  
 Casper, Wyoming 82602

City of Casper  
 Attn: Community Development Director  
 200 North David  
 Casper, WY 82601  
 Fax: 307-235-8362

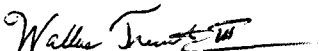
- j. Headings: The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation thereof.
- k. Survival: All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with this 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.

- I. 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:

By: Dee Hardy

Printed Name: Dee Hardy

Title: Attorney

OWNER  
Ide-Mobil, LLC

By: [Signature]

Printed Name: ROBERT C. IDE

Title: MANAGING MEMBER

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)

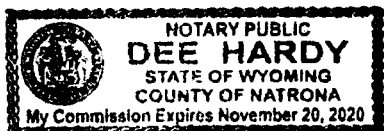
\_\_\_\_\_  
Title (and Rank)

[My Commission Expires: \_\_\_\_\_]

STATE OF WYOMING )  
 ) ss.  
COUNTY OF NATRONA )

This instrument was acknowledged before me on this 9<sup>th</sup> day of July, 2020, by Robert Ide, Managing Member of Ide-Mobil, LLC.

(Seal, if any)



Dee Hardy  
(Signature of notarial officer)

Notary  
Title (and Rank)

[My Commission Expires: 11/20/2020]

# Ide Addition Annexation

2020 ANNEXATION REPORT

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 Ide Addition to the City of Casper. The property involved encompasses approximately 0.945-acres, more or less, of former railroad right-of-way, which, as is common with many of the old railroad properties through Casper, was never incorporated into the City limits, platted, or zoned. The structure on the property is currently being remodeled/developed as a banking facility. The abutting properties surrounding the subject property are all zoned C-3 (Central Business), and land uses in the area are all commercial. The proposed plat is creating two (2) lots, one north of the rail-to-trail pathway, and one south of the pathway. The north lot is the location of the primary structure, and the south lot is currently in use as a parking lot. 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.

For the purpose of analysis within this report, the following assumptions/calculations have been utilized: *All valuations and tax information was derived from the Natrona County Assessor's website.*

▪ Estimated Population increase	0 (property is commercial)
▪ Yearly sales tax revenue increase for City	\$0 (commercial property)
▪ Current Market Value of Building (Lot 1)	\$1,560,288
▪ Current Market Value of Land (Lot 1)	\$103,021
▪ Assessed Value of Lot 1 (9.5%)	\$158,014
▪ Property Tax (Lot 1) as County Property	\$10,254
▪ Property Tax (Lot 1) as City Property	\$11,518
▪ Yearly property tax revenue for City (8 mills)	\$1,264 (Lot 1)
▪ Market Value of Land (Lot 2)	\$47,391
▪ Assessed Value of Lot 2 (9.5%)	\$4,502
▪ Property Tax (Lot 2) as County Property	\$292
▪ Property Tax (Lot 2) as City Property	\$328
▪ Yearly property tax revenue for City (8 mills)	\$36 (Lot 2)
▪ Area within designated Growth Boundary	Yes
▪ 2020 building permit revenue from property	\$4,026
▪ Surveying requirements	Paid by applicant
▪ Transit/Bus	Area is currently served
▪ Municipal Code Compliance	Existing land uses are compliant
▪ Proposed zoning classification	C-3 (Central Business)

## DEVELOPMENT COSTS

There will not be any City-borne infrastructure development costs as a result of this annexation. Access to the property exists from South Center Street, which is a fully constructed, and operational, Public Street. In that, the subject property is located in an infill location, all water, sewer and dry utilities are presently in place.

## 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 specific 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 surrounded by, and 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 2021 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 that are being incurred by the City, unless specifically noted as such, but attempts to measure the relative impact of the annexation, based on existing budgets and the number of lots/properties served. As is the case with all annexation reports, a second method of estimating costs has also been included, which is based on population rather than the number of properties/accounts in Casper. 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 continuing 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.

*Below are some examples of general development/maintenance costs for public streets:*

- \$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 provides 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 is estimated that the fraction of the Police Department budget that is apportioned to each property/account in the City is \$677 (*\$15,196,734 current Police Department budget, divided by 22,433 properties/accounts in the City*). Based on the addition of two (2) new lots, the total estimated cost would be \$1,354 (*two lots x \$677*). 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 total population rather than the number of lots, the analysis would indicate that there is, in fact, no cost to provide Police Department service to the property because the annexation does not increase the City's population because it is commercial property. Obviously, a population-based analysis does not work in this particular case, and will not be entertained any further in this document.

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 is estimated that the fraction of the Fire Department budget that is apportioned to each property/account in the City is \$418 (*\$9,366,568 current Fire Department budget, divided by 22,433 properties*). Based on the addition of two (2) new lots, the total estimated cost would be \$836 (*two lots x \$418*).

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 combined total budget for the Street and Traffic Divisions, and the 22,433 properties served in the City of Casper, it

is estimated that the fraction of the Street and Traffic budget that is apportioned to each property/account in the City is \$164 (*\$3,684,159 current Street/Traffic budget, divided by 22,433 properties*). Based on the addition of two (2) new lots, the total estimated cost would be \$328 (*two lots x \$64*).

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 water or sewer service to the area because the Ide Addition is located in an infill area, adjacent to existing utility lines. 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, should the property owner choose to utilize City Sanitation Division services.

#### **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 is estimated that the fraction of the Parks Division budget that is apportioned to each property/account in the City is \$85 (*\$1,915,838 current Parks Division budget, divided by 22,433 properties*). Based on the addition of two (2) new lots, the total estimated cost would be \$170 (*two lots x \$85*).

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 is estimated that the fraction of the Community Development budget that is apportioned to each property/account in the City is \$65 (*\$1,465,552 current Planning/Code Enforcement budget, divided by 22,433 properties*). Based on the addition of two (2) new lots, the total estimated cost would be \$130 (*two lots x \$65*).

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 is that the fraction of the Community Development budget that is apportioned to each property/account in the City is \$39 (*\$885,657 current Engineering Division budget, divided by 22,433 properties*). Based on the addition of two (2) new lots, the total estimated cost would be \$78 (*two lots x \$39*).

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. 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 \$101 (*\$2,270,000 is current Transit Casper and Federal-sourced budget, divided by 22,433 properties*). Based on the addition of two (2) new lots, the total estimated cost would be \$202 (*two lots x \$101*).

There will be no immediate budgetary impact to Transit, as a result of this annexation. Fixed route transit service is located in proximity to the property, in that the subject property is in a downtown/infill location.

## **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, which are funded out of the general fund, are supported, in large part, by various taxes and fees for services. The four (4) largest sources of projected general fund revenues for the City in FY21 are "Intergovernmental" (*Sales Taxes, Mineral Royalties, Gasoline Tax, Severance Tax, Gaming Revenue, Automobile Tax, and Direct Distributions*) - (\$27,949,549), "Property Taxes" - (\$4,403,676), "Charges for Goods and Services" - (\$4,307,330) and "License/Permit Fees" - (\$5,939,395).

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, in addition to ongoing property taxes. With residential annexations, the City typically sees a corresponding increase in sales tax revenue, which, in Wyoming, is used as the basis for determining tax distributions. A cost/benefit analysis is usually more favorable for the City when annexations/growth occur in infill areas, where few, if any, public infrastructure and improvements are needed to service the area, and where adjacent properties are already receiving City services.

Secondary impacts of annexation/development are not easily quantifiable, but are no less important to the community as a whole. With all development, comes 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. The decision as to whether an annexation is appropriate or not is akin to an investment decision, in that the City, and ultimately the citizens, should only invest in development that will pay for itself over time, and ultimately result in a stronger financial position in the future.

## CONCLUSION

Assuming the City Council ultimately annexes the property in question; the property owner will receive the same City services that all other properties 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 property is surrounded by, and located directly adjacent to, properties that are already receiving City services; therefore, the proposed Ide Addition 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	\$1,354	N/A
Fire	\$836	N/A
Streets/Traffic	\$328	N/A
Parks	\$170	N/A
Community Development	\$130	N/A
Engineering	\$78	N/A
Transit	\$202	N/A

Total Yearly Cost	\$3,098	N/A
Total 20-Year Cost	\$61,960	N/A

### Summary of Yearly Revenues

Source of Revenue	Estimated Amount
Sales Tax	\$0
Property Tax	\$1,300
Building Permits <i>(one time)</i>	\$4,026 <i>(one time only)</i>

Total Yearly Revenue	\$1,300
Total 20-Year Revenue	\$30,026

Projected 20-year Profit/Loss	\$31,934 <i>(Loss)</i>
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## APPENDIX

1. APPLICATION FOR ANNEXATION
2. VICINITY MAP OF AREA TO BE ANNEXED.
3. ANNEXATION EXHIBIT – PLAT
4. MOST RECENT PUBLISHED MILL LEVIES FOR NATRONA COUNTY.
5. UTILITY COMPANY ADDRESSES.



**CERTIFICATION OF PETITION FOR ANNEXATION**

I, Fleur Tremel, the City Clerk in and for Casper, Wyoming, a municipal corporation, hereby certify that the Petition for Annexation as attached hereto for the annexation of the Ide Addition substantially complies with the requirements set forth in W.S. § 15-1-403 including, that:

1. The petition is signed and dated 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;
2. The petition contains the following detailed information:
  - a. A legal description of the area sought to be annexed;
  - b. A request that the described territory be annexed;
  - c. A statement that each signer is an owner of land and a description of his land within the area proposed to be annexed; and,
  - d. A map of the area.

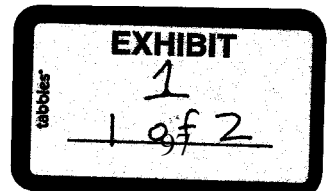
APPROVED AS TO FORM:

Walter Tremel

CITY OF CASPER, WYOMING  
A Municipal Corporation

Fleur Tremel  
Fleur Tremel  
City Clerk

5/19/2020  
Date





# City of Casper Planning Division

## Petition for Annexation Application

**PETITIONER'S INFORMATION:**

NAME: IDE-MOBIL, LLC ROBERT IDE, MANAGING MEMBER  
 ADDRESS: P.O. Box 1595, CASPER, WY, 82602  
 TELEPHONE: 307-235-2500 EMAIL: BOB@IDEANDLEASING.COM

**HEREBY PETITION THE CITY OF CASPER FOR ANNEXATION OF THE FOLLOWING:**

PROPOSED NAME OF SUBDIVISION: IDE ADDITION  
 ADDRESS: 330 S. CENTER ST., CASPER, WY.  
 LEGAL DESCRIPTION OF LAND TO BE ANNEXED (Provide Map): PT. W1/2 NE1/4, SECTION 9, T. 32N., R. 79W., NATRONA COUNTY, WY.

SIZE OF PROPOSED SUBDIVISION (Sq Ft/Acres): 0.945 ACRES

NUMBER OF LOTS AND BLOCKS: 2 LOTS

PRESENT ZONING: PT. IN C3-PT. UNZONED PROPOSED ZONING: ALL C3

PRESENT LAND USE: BUSINESS


PROPOSED LAND USE: BUSINESS

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: MAY 7, 2020

**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., Plot, Zone Change etc.
  - COMPLETED APPLICATION INCLUDING ORIGINAL SIGNATURES
  - \$1,000 APPLICATION FEE & PROOF OF OWNERSHIP
  - ANNEXATION MAP/PLAT

**FOR OFFICE USE ONLY:**  
 DATE SUBMITTED:  
 RECEIVED BY:

**EXHIBIT**  
 1<sup>98</sup>  
 2 of 2



PLAT OF  
**"IDE ADDITION"**  
 A SUBDIVISION OF A PORTION OF  
 THE W1/2NE1/4, SECTION 9  
 TOWNSHIP 33 NORTH, RANGE 79 WEST  
 SIXTH PRINCIPAL MERIDIAN  
 NATRONA COUNTY, WYOMING  
 SCALE: 1"=40'

**CERTIFICATE OF DEDICATION**

IDE-MOBIL, LLC, hereby certify that they are the owners and proprietors of the foregoing subdivision located in and being a portion of the W1/2NE1/4, Section 9, Township 33 North, Range 79 West of the Sixth Principal Meridian, Natrona County, Wyoming and being more particularly described by metes and bounds as follows:

**LOT 1**

Beginning at the southeasterly corner of the Parcel being described and the northeasterly corner of Block 1, C & NW Trail Addition to the City of Casper, Wyoming and a point in the westerly line of South Center Street; thence from said Point of Beginning and along the southerly line of said Parcel and the northerly line of said C & NW Trail Addition, S.63°37'24"W., 334.77 feet to the southwesterly corner of said Parcel and a point in and intersection with the easterly line of South David Street; thence along the westerly line of said Parcel and the easterly line of said South David Street, N.0°01'31"E., 95.48 feet to the northwesterly corner of said Parcel; thence along the northerly line of said Parcel, N.64°00'22"E., 333.58 feet to the northeasterly corner of said Parcel and a point in and intersection with the westerly line of said South Center Street; thence along the easterly line of said Parcel and the westerly line of said South Center Street, S.0°01'33"E., 92.95 feet to the Point of Beginning and containing 28,254 square feet or 0.649 acres, more or less.

**LOT 2**

Beginning at the northeasterly corner of the Parcel being described and also the southeasterly corner of Block 1, C & NW Trail Addition to the City of Casper, Wyoming and a point in the westerly line of South Center Street; thence from said Point of Beginning and along the easterly line of said Parcel and the westerly line of said South Center Street, S.0°24'20"E., 45.29 feet to the southeasterly corner of said Parcel and northeasterly corner of Lot 1, Triflection Addition No. 2 to the City of Casper, Wyoming; thence along the southerly line of said Parcel and the northerly line of said Lot 1, Triflection Addition No. 2 and Lot 2, Bisof Addition to the City of Casper, Wyoming, S.63°58'53"W., 334.13 feet to the southwesterly corner of said Parcel, northwesterly corner of said Lot 2, Bisof Addition and a point in and intersection with the easterly line of South David Street; thence along the westerly line of said Parcel and the easterly line of said South David Street, N.0°05'31"W., 40.62 feet to the northwesterly corner of said Parcel and a point in and intersection with the southerly line of said Block 1, C & NW Trail Addition; thence along the northerly line of said Parcel and southerly line of said Block 1, C & NW Trail Addition, N.63°22'07"E., 19.23 feet to a point; thence N.63°14'18"E., 316.75 feet to the Point of Beginning and containing 12,915 square feet or 0.296 acres, more or less.

The subdivision of the foregoing described lands as appears on this plat is with the free consent and in accordance with the desires of the above named owners and proprietors; the name of said subdivision shall be known as "IDE ADDITION" and all streets as shown hereon have been previously dedicated to the public.

IDE-MOBIL, LLC  
 P.O. Box 1595  
 Casper, Wyoming 82602

Robert C. Ide, Managing Member

**ACKNOWLEDGMENT**

State of Wyoming }  
 County of Natrona } ss

The foregoing instrument was acknowledged before me by Robert C. Ide, Managing Member of Ide-Mobil, LLC this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

Witness my hand and official seal.

My Commission Expires: \_\_\_\_\_

Notary Public

**APPROVALS**

APPROVED: City of Casper Planning and Zoning Commission this \_\_\_\_\_ day of \_\_\_\_\_, 2020 and forwarded to the City Council of Casper, Wyoming with recommendation that said plat be approved.

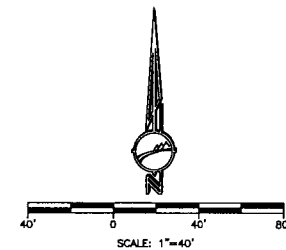
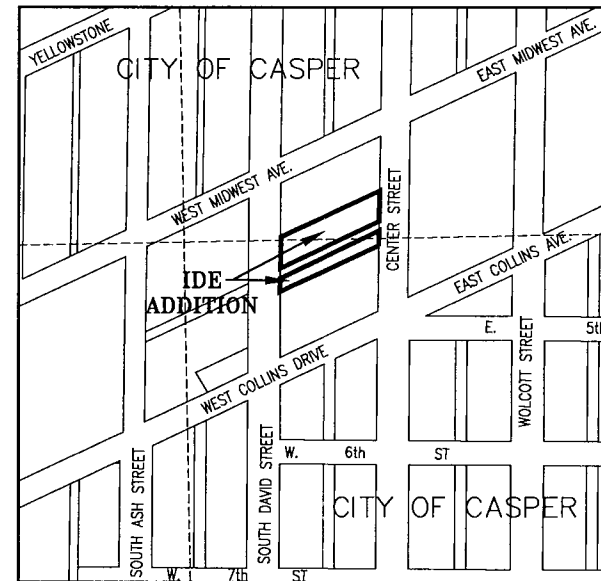
Secretary \_\_\_\_\_ Commission Chairman \_\_\_\_\_

APPROVED: City Council of the City of Casper, Wyoming by Resolution No. \_\_\_\_\_ duly passed, adopted and approved on the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

Attest: \_\_\_\_\_ City Clerk \_\_\_\_\_ Mayor \_\_\_\_\_

INSPECTED AND APPROVED on the \_\_\_\_\_ day of \_\_\_\_\_, 2020. \_\_\_\_\_ City Engineer

INSPECTED AND APPROVED on the \_\_\_\_\_ day of \_\_\_\_\_, 2020. \_\_\_\_\_ City Surveyor



LOT 1 PLAT CLOSURE RATIO: 1:428,390  
 LOT 2 PLAT CLOSURE RATIO: 1:84,002

DATUM: U.S. FOOT - GROUND  
 BASIS OF BEARING - GEODETIC NORTH BASED ON GPS  
 COORDINATES REFER TO WYOMING STATE PLANE COORDINATES, EAST CENTRAL ZONE, NAD83/2011. ELEVATIONS ARE FOR REFERENCE ONLY AND NOT FOR USE AS A BENCHMARK.

**CERTIFICATE OF SURVEYOR**

I, Paul R. Svenson, a registered professional land surveyor, License No. 10272, do hereby certify that this plat was made from notes taken during an actual survey made by me or others under my direct supervision during the month of March, 2020 and that this plat, to the best of my knowledge and belief, correctly and accurately represents said survey. The perimeter boundary and lot corners are monumented as of the date of this survey.

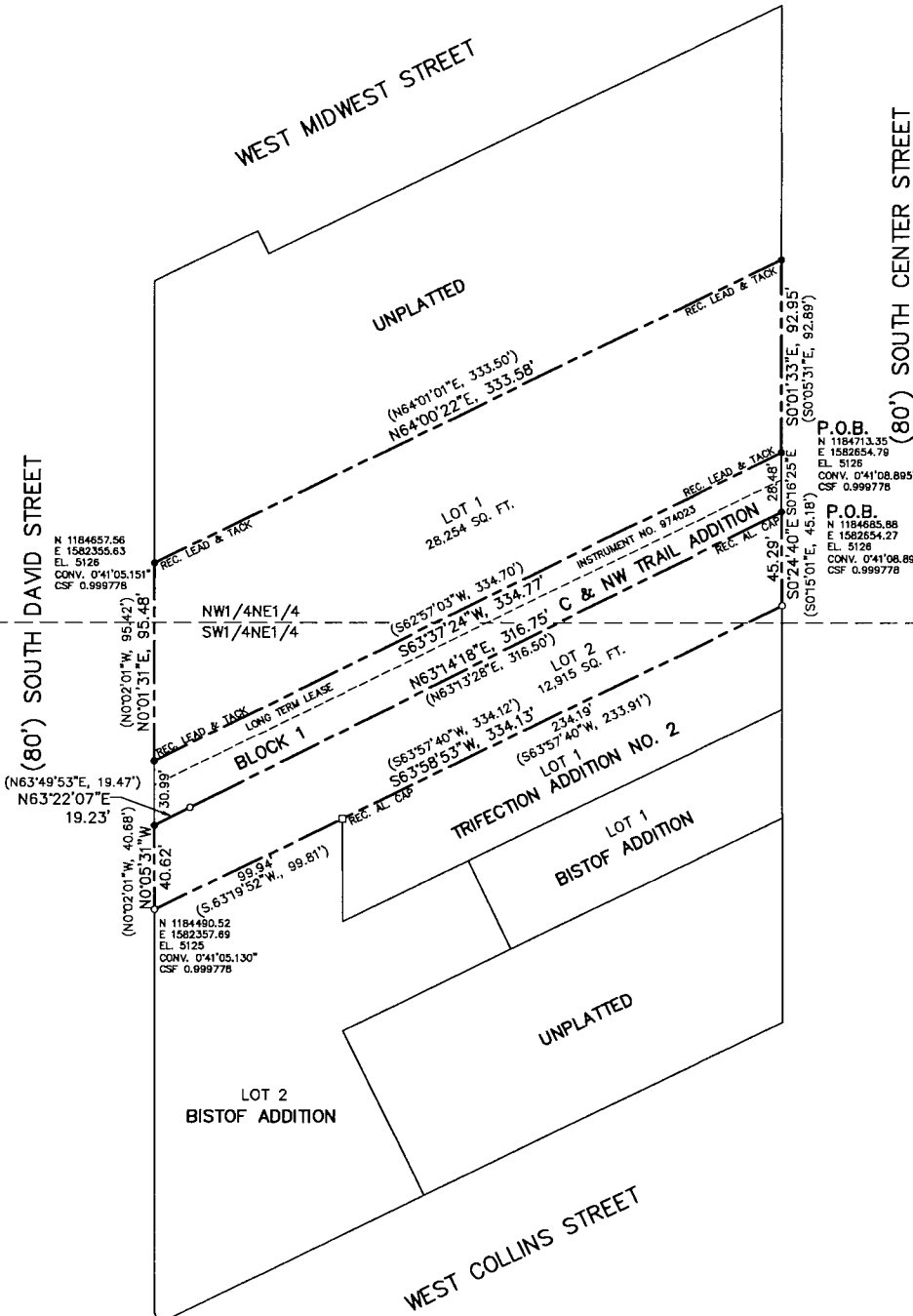
State of Wyoming }  
 County of Natrona } ss

The foregoing instrument was acknowledged before me by Paul R. Svenson this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

Witness my hand and official seal.

My Commission Expires: \_\_\_\_\_

Notary Public

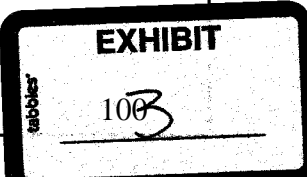


**LEGEND**

- RECOVERED BRASS CAP
- RECOVERED CORNER (AS NOTED)
- SET BRASS TABLET
- SET 5/8" REBAR W/AL. CAP
- W.C. WITNESS CORNER
- SUBDIVISION BOUNDARY
- - - LEASE LINE
- MEASURED RECORD



200 PRONIGH DRN, CASPER, WY. 82601  
 W.O. No.: 17013 DATE: 5-9-20 FILE NAME: IDE ADDITION 17013

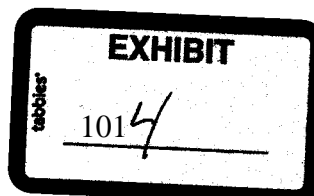


## 2019 TAX LEVIES FOR NATRONA COUNTY

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>	<b>1,000</b>	<b>1,000</b>	<b>1,000</b>	<b>1,000</b>	<b>1,000</b>	<b>1,000</b>	<b>1,000</b>	<b>1,000</b>
<b>Municipal Levies</b>	<b>8,000</b>	<b>8,000</b>	<b>8,000</b>	<b>8,000</b>	<b>8,000</b>	<b>8,000</b>	<b>8,000</b>	<b>8,000</b>
<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	12,000
0156 DOWNTOWN DEV AUTHORITY	16,000	SCHOOL DISTRICT #1	32,500
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	12,000
<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

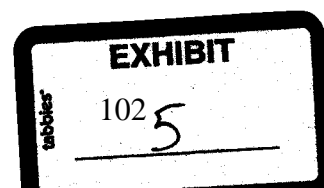
Charter  
451 South Durbin Street  
Casper, WY 82601

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. 20-177

A RESOLUTION FINDING FACTS PURSUANT TO WYOMING STATUTE § 15-1-402 REGARDING THE ANNEXATION OF THE IDE 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 \_\_\_ day of \_\_\_\_\_, 2020.

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

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

CITY OF CASPER, WYOMING  
A Municipal Corporation

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



September 1, 2020

MEMO TO: J. Carter Napier, City Manager *JCN*  
FROM: Keith McPheeters, Chief of Police *KMP 307*  
SUBJECT: Acceptance of a Monetary Donation of Ten Thousand Dollars and 00/100 (\$10,000.00) from an Anonymous Donor to the Casper Police Department for Establishing a Scholarship Program for Underserved Youth

**Meeting Type & Date**  
Regular Council Meeting  
September 15, 2020

**Action type**  
Resolution

**Recommendation**  
That Council, by resolution, authorize the acceptance of a monetary donation of ten thousand dollars and 00/100 (\$10,000.00) from an anonymous donor to the Casper Police Department for establishing a scholarship program for underserved youth.

**Summary**  
In August 2020, the anonymous donor presented the Casper Police Department with a monetary donation of ten thousand dollars and 00/100 (\$10,000.00). The donor recently won money from a lottery, wanted to donate a portion to the Casper Police Department, to be used at the department’s discretion. Captain Shane Chaney, Lieutenant Ryan Dabney, and Lieutenant Ben Mattila met with the donor initially to determine his intentions. In an effort to ensure the donor did not feel coerced, or in any way manipulated into donating the money, the three made contact with the donor again, and felt comfortable with his intentions.

Feeling satisfied that the donor’s generous donation was of his own free will, Cpt. Chaney, Lt. Dabney and Lt. Mattila worked with him to establish the best way to utilize this donation. It was determined that he would like to see a scholarship program established to help fund underserved youth in our community. A committee will be established to facilitate the best course of action to use this donation wisely.

**Financial Considerations**  
N/A

**Oversight/Project Responsibility**  
Shane Chaney, Police Operations Captain  
Vicky Macy, Administrative Technician

**Attachments**  
Resolution

RESOLUTION NO. 20-178

A RESOLUTION AUTHORIZING THE ACCEPTANCE OF A MONETARY DONATION OF TEN THOUSAND DOLLARS FROM AN ANONYMOUS DONOR TO THE CASPER POLICE DEPARTMENT FOR ESTABLISHING A SCHOLARSHIP PROGRAM FOR UNDERSERVED YOUTH.

WHEREAS, the City of Casper Police Department has been awarded a donation by an anonymous donor in the amount of ten thousand dollars and 00/100 (\$10,000); and,

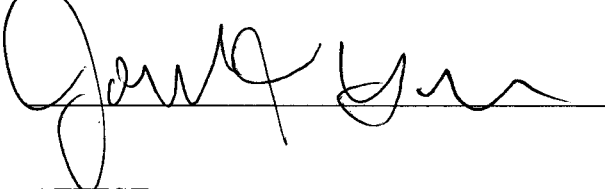
WHEREAS, the donor recently became the winner of lottery funds and determined that he would like to donate a portion of the funds to the Casper Police Department; and,

WHEREAS, the donor met with Captain Shane Chaney, Lieutenant Ryan Dabney, and Lieutenant Ben Mattila to begin the process of establishing a scholarship program to serve underserved local youth.

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, the City Clerk to attest, the acceptance of the donated amount of ten thousand dollars and 00/100 (\$10,000.00) to establish a scholarship program for underserved youth.

PASSED, APPROVED, AND ADOPTED on this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

APPROVED AS TO FORM:




ATTEST:



CITY OF CASPER, WYOMING  
A Municipal Corporation

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

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

August 26, 2020

MEMO TO: J. Carter Napier, City Manager 

FROM: Liz Becher, Community Development Director   
M. Jeremy Yates, MPO Supervisor 

SUBJECT: Chamberlain Road Planning and Environmental Linkage (PEL) Study  
Professional Services Contract

Meeting Type & Date:

Regular Council Meeting, September 15, 2020.

Action Type:

Resolution

Recommendation:

That Council, by resolution, approve the City of Casper's Contract for Professional Services with Environmental & Civil Solutions, LLC., for the Chamberlain Road Planning and Environmental Linkage (PEL) Study in an amount not to exceed \$76,065.00.

Summary:

The Casper Area Metropolitan Planning Organization (MPO) is composed of the City of Casper, the Towns of Bar Nunn, Evansville, and Mills, and Natrona County. The MPO along with the member jurisdictions guided by the Long Range Transportation Plan sets projects and programs they wish to complete each federal year. These programs and projects are presented by the MPO each year in the Unified Planning Work Program (UPWP) which is voted on and approved by representatives from all of the MPO member jurisdictions on both the Technical and Policy Committees. The Fiscal Year 2019 UPWP included \$80,000 of matched federal funding for a Chamberlain Road Access PEL Study. This study will focus on maintaining Chamberlain Road as a viable corridor through Mills. The project will provide a pre-NEPA planning and environmental analysis that will guide the project through preliminary design, engineering, and the full NEPA process.

The Casper Area MPO released a Request for Proposals (RFP) on April 24, 2020. One (1) consulting firm responded with a proposal by the May 22, 2020 deadline. Members from the MPO Technical Committee reviewed the proposal and on June 11, 2020, selected Environmental & Civil Solutions, LLC. based on the quality of the initial proposal, qualifications of proposed staff, and understanding of the project. The MPO expects the proposed project to be completed by February 28, 2021.

Financial Considerations:

The proposed contract shall not exceed \$76,065.00. Funding for this project comes from the Casper Area Metropolitan Planning Organization (MPO), including federal monies and contributions from member agencies. Each member agency pays a portion of the budget for all Casper Area MPO projects regardless of whether that project is in their jurisdiction. All Casper Area MPO jurisdictional members pay their share of the total UPWP local match for each year in October. Funding for the project breaks down as follows; federal funds account for 90.49% of the total project budget. The remaining 9.51% of the total budget, \$7,233.78, is split, based upon population, among the separate jurisdictional member agencies of the Casper Area MPO. Those amounts break down as follows:

<b>Federal Funds</b>	90.49%	\$ 68,831.22
<b>Local Match</b>	9.51%	\$ 7,233.78
Casper	73.31%	\$ 5,303.09
Natrona	15.80%	\$ 1,142.94
Mills	4.59%	\$ 332.03
Evansville	3.37%	\$ 243.78
Bar Nunn	2.93%	\$ 211.95
	<b>Total</b>	<b>\$ 76,065.00</b>

The Casper Area Metropolitan Planning Organization Policy Committee approved the funding of \$80,000 of MPO Programs and Projects funds from the federal Consolidated Planning Grant for the total project on January 23, 2020.

Oversight/Project Responsibility:

M. Jeremy Yates, MPO Supervisor

Attachments:

Resolution, Contract for Professional Services

CONTRACT FOR PROFESSIONAL SERVICES

PART I - AGREEMENT

This Contract for Professional Services (“Contract or Agreement”) is entered into on this 15<sup>th</sup> day of September, 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. Environmental & Civil Solutions, LLC., 111 W 2<sup>nd</sup> Street STE. 600, Casper, Wyoming, 82601 (“Consultant”).

Throughout this document, the City and the Consultant may be collectively referred to as the “parties.”

**RECITALS**

A. Pursuant to this Contract, Owner, the City is undertaking professional services for a Chamberlain Road Planning and Environmental Linkage (PEL) Study, hereinafter referred to as the “Project”.

B. The City desires to retain the Consultant to render certain technical and professional services to complete the necessary work for the Project.

C. The Consultant represents that it is ready, willing, and able to provide the professional services to the 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 Chamberlain Road Planning and Environmental Linkage Study as follows:

Subject to the Consultant Limitations of Part II, paragraph YY of this Agreement, the Consultant agrees to perform, directly or by association with such other consultants or contractors as it may deem necessary to further the interest of the City, the Services as set forth in Exhibit “A” (Scope of Services), attached hereto and made a part of this Contract.

Notwithstanding anything to the contrary herein, Consultant will use that degree of care and skill ordinarily exercised by members of same profession performing the same or

similar services under similar conditions in similar localities (“Standard of Care”) and in accordance with the Standard of Care, will identify, reasonably interpret and respond to all applicable provisions of federal, state and local laws. No other warranties, express or implied, are made or intended.

2. TIME OF PERFORMANCE:

A. The Consultant agrees to begin work on the Project following receipt of this fully executed Agreement from the City.

B. The Study shall be completed on or before February 28, 2021.

C. At its discretion, the City, may grant a time extension

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Consultant shall be compensated for services performed in accordance with this Contract, a fee not to exceed Seventy Six Thousand Sixty Five Dollars and Zero Cents (\$76,065.00). 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 total cost of customary and statutory benefits, overhead, and fee (profit).

Invoices shall be accepted on a monthly basis for services provided in the prior month. It is understood that Owner will retain five percent (5%) of total Project cost, or Three Thousand Eight Hundred Three Dollars and Twenty Five Cents (\$3,808.25), until the Community Development Director provides written notice of final acceptance of the Project.

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 Agreement, 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 Agreement, in conformance with the Agreement, and that it is entitled to receive the amount requested under the terms of the Agreement. Invoices will be payable within forty-five (45) days of receipt or Owner shall pay interest from the forty-fifth day at the rate of one and one-half percent (1.5%) per month on the unpaid balance until the account is paid in full, unless a good faith dispute exists as to the agency's obligation to pay all or a portion of the account.

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 Agreement.

5. TERMS AND CONDITIONS:

This Agreement is subject to and incorporates the provisions attached hereto as PART II - GENERAL TERMS AND CONDITIONS. The following additional Exhibits, as attached hereto are incorporated herein at this point as if fully set forth as part of this Contract:

Exhibit A: Scope of Services

Exhibit B: MPO Policy Committee Approval

Exhibit C: Notice to Consultant Compliance with Title VI of the Civil Rights Act of 1984 for Federal Aid Projects

Exhibit D: Certification of Consultant

Exhibit E: Certification of AGENT

Exhibit F: Certification of Suspension or Debarment

6. EXTENT OF AGREEMENT:

This Contract represents the entire and integrated Contract between the City and the Consultant, and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by the City and Consultant with the prior written approval of the City.

IN WITNESS WHEREOF, the City and the Consultant have executed this Agreement as of the date first above written.

\*\*\* The rest of this page is intentionally left blank \*\*\*

APPROVED AS TO FORM:

Walter Tremel

ATTEST:

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

CITY OF CASPER, WYOMING  
A Municipal Corporation, as AGENT:

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

WITNESS:

Environmental and Civil Solutions, LLC., as  
Consultant:

By: \_\_\_\_\_

By: Shawn J. Gustafson

Printed name: \_\_\_\_\_

Printed name: Shawn J. Gustafson

Title: \_\_\_\_\_

Title: Principal



CONTRACT FOR PROFESSIONAL SERVICES  
PART II - GENERAL TERMS AND CONDITIONS

- A. **Assumption of Risk.** The Consultant shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to the Consultant's failure to comply with state or federal requirements. Owner shall notify the Consultant of any state or federal determination of noncompliance.
- B. **Conflict of Interest.** Per 2 CFR 200.112, the Consultant must disclose in writing any potential conflict of interest to Owner including financial or other personal interests.
- C. **Environmental Policy Acts.** The Consultant 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.
- D. **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:
  - a. Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
  - b. Procures a commercial sex act during the period of time that the award is in effect;  
or
  - c. Uses forced labor in the performance of the award or subawards under the award.
- E. **Kickbacks.** The Consultant 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 Consultant breaches or violates this warranty, the Owner may, at its discretion, terminate this Agreement without liability to the Owner, or deduct from the agreed upon price or consideration, or otherwise recover, the full amount of any gratuity, kickback, commission, percentage, brokerage, or contingency fee.
- F. **Limitations on Lobbying Activities.** By signing this Agreement, the Consultant certifies and agrees that, in accordance with P.L. 101-121, payments made from a federal grant shall not be utilized by the Consultant or its subcontractors 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.
- G. **Mandatory Disclosures.** Per 2 CFR 200.113, the Consultant must disclose, in a timely manner, in writing to the Owner, all violations of Federal criminal law involving fraud,

bribery, or gratuity violations potentially affecting this award. Failure to make required disclosures can result in remedies for noncompliance including suspension or debarment.

- H. **Monitoring Activities.** The Owner shall have the right to monitor all activities related to this Agreement that are performed by the Consultant or its subcontractors. 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 the related work.
- I. **Nondiscrimination.** The Consultant 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.
- J. **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.
- K. **Publicity.** Any publicity given to the program or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Consultant and related to the services and work to be performed under this Agreement, shall identify the Owner as the sponsoring agency and shall not be released without prior written approval of the Owner.
- L. **Suspension and Debarment.** By signing this Agreement, the Consultant 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, the Consultant agrees to notify the Owner 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.
- M. **Administration of Federal Funds.** The Consultant agrees its use of the funds awarded herein is subject to the Uniform Administrative Requirements of 2 CFR 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 the Owner.

- N. **Copyright License and Patent Rights.** The Consultant acknowledges that federal grantor, the State of Wyoming, and the Owner 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 the Consultant purchases ownership using funds awarded under this Agreement. The Consultant must consult with the Owner regarding any patent rights that arise from, or are purchased with, funds awarded under this Agreement.
- O. **Federal Audit Requirements.** The Consultant 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. The Consultant agrees to comply with the audit requirements of the U.S. General Accounting Office Government Auditing Standards and Audit Requirements of 2 CFR Part 200, Subpart F. If findings are made which cover any part of this Grant, the Consultant shall provide one (1) copy of the audit report to the Owner and require the release of the audit report by its auditor be held until adjusting entries are disclosed and made to the Owner's records.
- P. **Non-Supplanting Certification.** The Consultant 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. The Consultant 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.
- Q. **Program Income.** The Consultant shall not deposit grant funds in an interest bearing account without prior approval of the Owner. Any income attributable to the grant funds distributed under this Agreement must be used to increase the scope of the program or returned to Owner.
- R. **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 and signed by all parties to this Agreement.
- S. **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 if the State of Wyoming is a

named or joined party, otherwise venue shall be 7th Judicial District, Natrona County, Wyoming.

- T. **Assignment/Agreement Not 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 Consultant shall not use this Agreement, or any portion thereof, for collateral for any financial obligation without the prior written permission of the Owner.
- U. **Audit/Access to Records.** The Owner and its representatives shall have access to any books, documents, papers, electronic data, and records of the Consultant which are pertinent to this Agreement. The Consultant shall immediately, upon receiving written instruction from the Owner, provide to any independent auditor or accountant all books, documents, papers, electronic data, and records of the Consultant which are pertinent to this Agreement. The Consultant shall cooperate fully with any such independent auditor or accountant during the entire course of any audit authorized by the Owner.
- V. **Availability of Funds.** Each payment obligation of the Owner 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 Owner at the end of the period for which the funds are available. The Owner shall notify the Consultant 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 Owner in the event this provision is exercised, and the Owner shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.
- W. **Award of Related Agreements.** The Owner may award supplemental or successor Agreements for work related to this Agreement. The Consultant shall cooperate fully with other contractors and the Owner in all such cases.
- X. **Certificate of Good Standing.** The Consultant shall provide to the Owner a Certificate of Good Standing verifying compliance with all applicable unemployment insurance and workers' compensation programs before and during performance of work under this Agreement, if applicable.
- Y. **Compliance with Laws.** The Consultant 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.
- Z. **Confidentiality of Information.** All documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Consultant in the performance of this Agreement shall be kept confidential by the Consultant unless

written permission is granted by the Owner for its release. If and when the Consultant receives a request for information subject to this Agreement, the Consultant shall notify the Owner within ten (10) days of such request and shall not release such information to a third party unless directed to do so by the Owner, or a court of competent jurisdiction.

- AA. **Entirety of Agreement.** This Agreement, consisting of sixteen (16) pages; Exhibit A, Scope of Services, Project Budget, and Project Schedule, consisting of nine (9) pages; Exhibit B, MPO Policy Committee Approval, consisting of one (1) page; Exhibit C, Notice to Contractor – Compliance with Title VI of the Civil Rights Act of 1984 for Federal-Aid Contracts, consisting of two (2) pages; Exhibit D, Certification of Contractor, consisting of one (1) page; Exhibit E, Certificate of Agent, consisting of one (1) page; and Exhibit F, Certification of Suspension or Debarment, consisting of one (1) page, represents the entire and integrated Agreement between the parties and supersedes 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.
- BB. **Ethics.** The Consultant 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 the Consultant’s profession.
- CC. **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 Owner 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.
- DD. **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.
- EE. **Indemnification.** The Consultant shall release, indemnify, and hold harmless the Owner and the State of Wyoming, and their officers, agents, employees, successors, and assignees from any and all claims, lawsuits, losses, and liability arising out of the Consultant’s failure to perform any of the Consultant’s duties and obligations hereunder or in connection with the negligent performance of the Consultant’s duties or obligations,

including, but not limited to, any claims, lawsuits, losses, or liability arising out of the Consultant's negligence or other tortious conduct.

- FF. **Independent Contractor.** The Consultant shall function as an independent contractor for the purposes of this Agreement and shall not be considered an employee of the Owner and the State of Wyoming for any purpose. Consistent with the express terms of this Agreement, the Consultant shall be free from control or direction over the details of the performance of services under this Agreement. The Consultant shall assume sole responsibility for any debts or liabilities that may be incurred by the Consultant 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 Consultant or its agents or employees to act as an agent or representative for or on behalf of the Owner and the State of Wyoming or to incur any obligation of any kind on the behalf of the Owner and the State of Wyoming. The Consultant agrees that no health/hospitalization benefits, workers' compensation, unemployment insurance, or similar benefits available to State of Wyoming employees will inure to the benefit of the Consultant or the Consultant's agents or employees as a result of this Agreement.
- GG. **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.
- HH. **Notice of Sale or Transfer.** The Consultant shall provide the Owner with notice of any sale, transfer, merger, or consolidation of the assets of the Consultant. Such notice shall be provided in accordance with the notices provision of this Agreement and, when possible and lawful, in advance of the transaction. If the Owner determines that the sale, transfer, merger, or consolidation is not consistent with the continued satisfactory performance of the Consultant's obligations under this Agreement, then the Owner may, at its discretion, terminate or renegotiate the Agreement.
- II. **Ownership and Destruction of Documents/Information.** The Owner owns all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Consultant in the performance of this Agreement. Upon termination of services, for any reason, the Consultant agrees to return all such original and derivative information/documents to the Owner in a useable format. In the case of electronic transmission, such transmission shall be secured. The return of information by any other means shall be by a parcel service that utilizes tracking numbers. Upon the Owner's verified receipt of such information, the Consultant agrees to physically and electronically destroy any residual Owner-owned data, regardless of format, and any other storage media or areas containing such information. The Consultant agrees to provide written notice to the Owner confirming the destruction of any such residual Owner-owned data.

- JJ. **Patent or Copyright Protection.** The Consultant recognizes that certain proprietary matters or techniques may be subject to patent, trademark, copyright, license, or other similar restrictions, and warrants that no work performed by the Consultant or its subcontractors will violate any such restriction. The Consultant shall defend and indemnify the Owner for any violation or alleged violation of such patent, trademark, copyright, license, or other restrictions.
- KK. **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).
- LL. **Proof of Insurance.** The Consultant shall not commence work under this Agreement until it has obtained all the insurance required by the Owner and the State of Wyoming and such insurance has been approved by the Owner and the State of Wyoming. Approval of insurance by the Owner and the State of Wyoming shall not relieve or decrease the liability of the Consultant. The Consultant shall file a Certificate of Insurance with the Owner verifying each type of coverage required.
- a. **Workers' Compensation and Employer's Liability Insurance.** The Consultant shall provide the Owner with a Certificate of Good Standing or other proof of workers' compensation coverage for all its employees who are to work on the project described in this Agreement. The Consultant's coverage shall be under the Wyoming Department of Workforce Services' workers' compensation program if statutorily required or such other private workers' compensation insurance, as appropriate. Non-Wyoming Consultant's insurance coverage shall also include Employer's Liability "Stop Gap" coverage, in an amount not less than five hundred thousand dollars (\$500,000.00) per employee for each accident and disease. The Consultant shall also supply proof of workers' compensation and employers' liability insurance, if required, for each and every subcontractor prior to allowing that subcontractor on the job site.
  - b. **Commercial General Liability Insurance.** The Consultant shall provide commercial general liability insurance coverage, during the entire term of this Agreement, against claims arising out of bodily injury, death, damage to or destruction of the property of others, including loss of use thereof, and including underground collapse and explosion, and products and completed operations, in an amount not less than five hundred thousand dollars (\$500,000.00) per occurrence and one million dollars (\$1,000,000.00) general aggregate.

- c. Business Automobile Liability Insurance. The Consultant shall maintain during the entire term of this Agreement automobile liability insurance in an amount not less than five hundred thousand dollars (\$500,000.00) per occurrence.
- d. Unemployment Insurance. The Consultant shall be duly registered with the Department of Workforce Services and obtain such unemployment insurance coverage as required. Such coverage shall be maintained throughout the duration of this Agreement. The Consultant shall supply the Owner with a Certificate of Good Standing or other proof of unemployment insurance coverage for itself and each and every subcontractor prior to beginning work under this Agreement and at any time upon request of the Owner.
- e. Payment of Premiums and Notice of Revocation. All policies required under this Agreement shall be in effect for the duration of this Agreement. All policies shall be primary and not contributory. The Consultant shall pay the premiums on all insurance certificates which must include a clause stating that the insurance may not be revoked, canceled, amended, or allowed to lapse until the expiration of at least thirty (30) days advance written notice to the Owner.
- f. The Owner May Insure for Contractor. In case of a breach of any provision of this Section, the Owner or the State may, at the Owner's or State's option, purchase and maintain, at the expense of the Consultant, such insurance in the name of the Consultant, or subcontractor, as the Owner or the State may deem proper and may deduct the cost of taking out and maintaining such insurance from any sums which may be due or become due to the Consultant under this Agreement.
- g. The Owner's Right to Reject. The Owner reserves the right to reject a certificate of insurance if the Consultant's insurance company is widely regarded in the insurance industry as financially unstable.
- h. The Owner's Right to Contact Insurer. The Owner shall have the right to consult with the Consultant's insurance agent for disclosure of relevant policy information. Relevant information includes, but is not limited to:
  - i. Exclusions from coverage;
  - ii. Claims in progress which could significantly reduce the annual aggregate limit; and
  - iii. Any applicable deductible amounts.

If the policy is a "claims made" policy instead of an "occurrence" policy, the information provided shall include, but not necessarily be limited to, retroactive dates and extended reporting periods or tails.



- i. **Subcontractors.** The insurance requirements set out above apply to all subcontractors. It is the Consultant's responsibility to ensure that its subcontractors meet these insurance requirements. The Owner has the right to review the insurance certificates of any and all subcontractors used by the Consultant.
- MM. **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.
- NN. **Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-101 *et seq.*, the State of Wyoming and the Owner expressly reserve sovereign and governmental immunity by entering into this Agreement and specifically retain all immunities and defenses available to them. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign and governmental immunity. The parties further acknowledge that there are constitutional and statutory limitations on the authority of the Owner or the State of Wyoming and its agencies or instrumentalities to enter into certain terms and conditions supplied by the Consultant, including, but not limited to, the following: liability for damages; choice of law; conflicts of law; venue and forum-selection clauses; defense or control of litigation or settlement; liability for acts or omissions of third parties; payment of attorneys' fees or costs; additional insured provisions; dispute resolution, including, but not limited to, arbitration; indemnification of another party; and confidentiality. Any such provisions in the Agreement, or in any attachments or documents incorporated by reference, will not be binding on the Owner or the State of Wyoming except to the extent authorized by the laws and Constitution of the State of Wyoming. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign or governmental 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 sovereign immunity shall be construed in favor of sovereign or governmental immunity.
- OO. **Taxes.** The Consultant 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.
- PP. **Termination of Agreement.** This Agreement may be terminated, without cause, by the Owner upon thirty (30) days' written notice. This Agreement may be terminated by the Owner immediately for cause if the Consultant fails to perform in accordance with the terms of this Agreement.

If at any time during the performance of this Agreement, in the opinion of the Owner, the work is not progressing satisfactorily or within the terms of this Agreement, then, at

the discretion of the Owner and after written notice to the Consultant, the Owner may terminate this Agreement or any part of it. As of the termination date, the Consultant will be entitled to a pro rata payment for all work accomplished and accepted by the Owner; however, the Consultant shall be liable to the Owner for the entire cost of replacement services for the duration of the Agreement term.

- QQ. **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.
- RR. **Time is of the Essence.** Time is of the essence in all provisions of this Agreement.
- SS. **Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Agreement.
- TT. **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.
- UU. **Personnel.** The Consultant represents that it has, or will secure, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of the City of Casper or the Casper Area Metropolitan Planning Organization. All of the services required hereunder 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 state or federal laws
- VV. **Personnel Changes.** The City of Casper reserves the right to re-negotiate or terminate the Agreement if there is a change in 33% or more of the Consultant's key personnel or with any change with the Consultant's Project Manager. In addition, the City may remove any key personnel from the Consultant's team if that person is deemed unsuitable or a hindrance to the cooperative completion of the project.
- WW. **Technical.** The Consultant shall provide a single point of contact to address technical issues and the distribution and receipt of data. Likewise, the City will provide a single technical contact to assure follow-through on deliverables. All GIS-based data will be disseminated and returned by Consultant in a standardized format (as defined by City IT Staff) that can easily be integrated with existing City of Casper data.
- XX. **Wyoming Governmental Claims Act.** The Owner 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 Owner specifically reserve the right to assert any and

all rights, immunities, and defenses it may have pursuant to the Wyoming Governmental Claims Act.

- YY. **Subconsultant.** The Consultant shall not employ any Subconsultant or Subcontractor to perform any services in the scope of this Project, unless said Subconsultant or Subcontractor is approved in writing by the Owner. Said Subconsultant shall be paid by the Consultant.
- ZZ. **Assignability.** The Consultant shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the Owner: provided, however, that claims for money due or to become due the Consultant under this Agreement 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 Owner.
- AAA. **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 insure 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 to be provided 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.
- BBB. **Ownership of Project Materials.** It is agreed that all finished or unfinished documents, data, studies, surveys, graphics, drawings, maps, models, photographs, films, duplicating plates, and reports prepared by the Consultant under this Agreement shall be considered the property of the Owner, and upon completion of the services to be performed, they will be turned over to the Owner provided that, in any case, the Consultant may, at no additional expense to the Owner, 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 Owner. Consultant shall not be liable for any modifications to documents prepared by Consultant which are made without its advice after delivery of such documents to Owner, nor shall Consultant be liable for their use by Owner without Consultant's consent in other projects.

- CCC. **Findings Confidential.** All reports, information, data, etc., given to or prepared, or assembled by the Consultant under this Agreement, shall be deemed confidential and none shall be made available to any individual or organization by the Consultant without the prior written consent of the Owner.
- DDD. **Governing Law.** This Agreement has been executed by the parties hereto on the day and year first above written and 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 federal, state, or local governments and shall not trespass on any public or private property in performing any of the work embraced by this Agreement.
- EEE. **Intent.** Consultant represents that it has read and agrees to the terms of this Agreement and further agrees that it is the intent of the parties that Consultant shall perform all of the services to be provided for the compensation set forth in this Agreement. Consultant also agrees that it is the specific intent of the parties, and a material condition of this Agreement, that it shall not be entitled to compensation for other services rendered unless specifically authorized by the Owner. Consultant agrees that it has made a careful examination of the services to be rendered, and that the Agreement price is adequate compensation for all the services to be rendered under the terms of this Agreement.
- FFF. **Pass Through Provisions.** Federal law requires the Consultant to include all relevant special provisions of this Agreement in every subcontract awarded over ten thousand dollars (\$10,000.00) so that such provisions are binding on each subcontractor.

EXHIBIT "A"  
SCOPE OF SERVICES



June 29, 2020

Mr. Jeremy Yates  
Casper Area MPO  
Community Development Department, 203  
200 North David  
Casper, WY 82601

**Subject: Scope of Services – Chamberlin Road Planning & Environmental Linkage (PEL) Study**

Mr. Yates:

Thank you for choosing ECS Engineers to complete this upcoming project. We appreciate the opportunity to work with you, the Casper Area Metropolitan Planning Organization and Town of Mills!

We have developed the following project scope document based upon the RFP, project and price proposals and our recent phone conversation.

**SCOPE OF WORK FOR CIVIL ENGINEERING**

- 1) Complete a Pre-NEPA Planning & Environmental Analysis  
*ECS will conduct site reconnaissance and agency outreach to identify impacts on historical sites, wetlands, endangered species and wildlife habitats, and provide potential mitigation strategies for any environmental impacts identified. Completion of the FHWA PEL Questionnaire will be included in the final study.*
  
- 2) Complete Engineering Evaluation and Options for Chamberlin Road Protection  
*ECS will conduct a feasibility study that evaluates improvement options for the section of Chamberlin Road from the intersection of Pontiac and Chamberlin Road to the boundary of the Town of Mills, approximately 415 yards to the south. This will include erosion control protection on the west bank of the North Platte River, possible stormwater improvements, and transportation needs projected during a 25-year horizon to ensure continued access in and out of the Dempsey Acres area. A site survey will be completed, and Existing Conditions Map created, including existing topography. Repair and prevention options will be presented. Each option will include a complete cost estimate for land surveying, design engineering and construction engineering.*

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**ENVIRONMENTAL & CIVIL SOLUTIONS, LLC**  
PROFESSIONAL ENGINEERS & LAND SURVEYORS  
AN EQUAL OPPORTUNITY EMPLOYER  
111 WEST 2ND STREET, SUITE 600 – CASPER, WY 82601 – PHONE: 307.337.2883  
FAX: 888.424.6090  
WEB: [www.ecsengineers.net](http://www.ecsengineers.net)



- 3) Develop a Purpose and Need Evaluation for maintenance of Chamberlin Road  
*ECS will conduct a thorough option analysis and discussion, including a “do nothing” option, regarding Chamberlin Road and access in and out of Dempsey Acres. This will include at least one Town Hall/Open House meeting to provide the community with education and opportunity for feedback. Due to the current COVID-19 situation, it may be preferable to conduct this exchange in another fashion, i.e. mail in surveys, online meeting, etc.*
  
- 4) Traffic Evaluation, Potential Alternatives  
*ECS will identify traffic safety issues in the project area. Existing traffic data will be analyzed and used for current use and projections. Public feedback on this topic will be requested during the community exchange described above.*

All of the above items will be compiled in the final Planning and Environmental Linkage (PEL) Study document.

We appreciate the opportunity to be of service to you. If you have any questions, or require additional information, please do not hesitate to contact us.

Sincerely,  
ECS Engineers

A handwritten signature in black ink, appearing to read 'Shawn Gustafson', with a long horizontal flourish extending to the right.

Shawn Gustafson, P.E.  
Principal

EXHIBIT "B"

MPO POLICY COMMITTEE APPROVAL

WHEREAS, the Casper Area Metropolitan Planning Organization Policy Committee approved the MPO Unified Planning Work Program (UPWP) Budget on July 24, 2019 for a Chamberlain Road Planning and Environmental Linkage (PEL) Study; and,

WHEREAS, on March 28, 2020, the Consultant Selection Committee approved the hiring of Environmental and Civil Solutions, LLC., 111 W 2<sup>nd</sup> Street, Casper, Wyoming, Inc., to complete the Chamberlain Road Planning and Environmental Linkage Study.

WHEREAS, Environmental and Civil Solutions, LLC., Inc. is willing, available and qualified to perform said work.

NOW, THEREFORE BE IT RESOLVED BY THE MPO POLICY COMMITTEE: That the City of Casper, as the agent of the MPO, is hereby directed to enter into an agreement with Environmental and Civil Solutions, LLC., to complete the Chamberlain Road Planning and Environmental Linkage Study in accordance with the scope of work and schedule included in this Agreement, for an agreement amount of Seventy Six Thousand Sixty Five Dollars and Zero Cents (\$76,065.00).

PASSED AND APPROVED THIS \_\_\_ day of \_\_\_\_\_, 2020.

ATTEST:

CASPER AREA METROPOLITAN PLANNING  
ORGANIZATION POLICY COMMITTEE

\_\_\_\_\_  
Liz Becher  
Community Development Director

\_\_\_\_\_  
Paul Bertoglio  
Chairman

## EXHIBIT "C"

### NOTICE TO CONSULTANT COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1984 FOR FEDERAL-AID CONTRACTS

During the performance of this Contract, Environmental and Civil Solutions, LLC., for itself, its assignees and successors in interest (hereinafter referred to as the Consultant), agrees as follows:

1. Compliance with Regulations.

The Consultant will comply with the Regulations of the Department of Transportation relative to nondiscrimination in federally-assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination.

The Consultant, with regard to the work performed by it after award and prior to completion of the Contract work, will not discriminate on the grounds of race, color, national origin, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Consultant will not participate either directly or indirectly in the discrimination prohibited by any state or federal law including, but not limited to, Section 21.5 of the Regulations, including employment practices, when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment.

In all solicitations, either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurements or materials or equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this Contract and the Regulations relative to nondiscrimination on the ground of race, color, or national origin.

4. Information and Reports.

The Consultant will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the MPO Policy Committee, WYDOT, or FHWA to be pertinent to ascertain compliance with such regulations, orders, and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the MPO Policy Committee, WYDOT, or FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance.



In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the MPO Policy Committee shall impose such contract sanctions as it or WYDOT or the FHWA may determine to be appropriate, including, but not limited to:

- A. Withholding of payments to the Contractor under the contract until the Contractor complies; and/or,
- B. Cancellation, termination, or suspension of the contract, in whole or in part.

6. Incorporation of Provisions.

The Consultant shall include the provisions of Paragraph 1 through 6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the regulations, order, or instructions issued pursuant thereto. The Consultant will take such action with respect to any subcontract or procurement as the MPO Policy Committee, WYDOT, or the FHWA may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that, in the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

EXHIBIT "D"

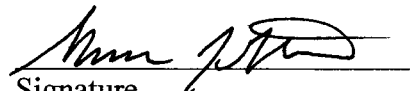
CERTIFICATION OF CONSULTANT

I hereby certify that I, \_\_\_\_\_, am the \_\_\_\_\_ of and duly authorized representative of the firm of Environmental and Civil Solutions, LLC.; and that neither I nor the above firm I here represent has:

1. Employed or retained for a commission, percentage, brokerage fee, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above Consultant) to solicit or secure this Agreement;
2. Agreed, as an express or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out the Agreement; or,
3. Paid, or agreed to pay, to any firm, organization, or person (other than a bona fide employee working solely for me or the above Consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the Agreement, except as here expressly stated (if any).

I acknowledge that this Certification is to be given to the Casper Area Metropolitan Planning Organization, and is subject to applicable state and federal laws, both criminal and civil.

8/31/20  
Date

  
Signature

Shawn J Gustafson  
Printed Name

Principal  
Title

EXHIBIT "E"  
CERTIFICATE OF AGENT

I hereby certify that I am the designated AGENT of the City of Casper, Wyoming, a Municipal Corporation, and that the above consulting firm or its representatives have not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this Contract to:

1. Employ or retain, or agree to employ or retain, any firm or person; or,
2. Pay, or agree to pay, to any firm, person, or organization any fee, contribution, donation, or consideration of any kind; with no exceptions.

I acknowledge that this Certification is subject to applicable state and federal laws, both criminal and civil.

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation:

Date \_\_\_\_\_

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

EXHIBIT "F"

CERTIFICATION OF  
SUSPENSION OR DEBARMENT

STATE OF Wyoming ) ss

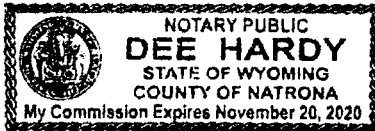
COUNTY OF Natrona ) ss

I, Shawn J. Gustafson being duly sworn on oath, certify that neither I, nor any person associated therewith in the capacity of Owner, partner, director, or officer is currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any state or federal agency; have been suspended, debarred, voluntarily excluded, or determined ineligible by any state or federal agency within the past three years; have a proposed debarment pending; and, nor have been indicted, convicted, or had a civil judgment rendered against (it) by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

By: [Signature]  
Principal  
Title

Subscribed in my presence and sworn to before me this 31<sup>st</sup> day of August, 2020, by:  
Shawn J. Gustafson

[Signature]  
Notary Public



11/20/20  
My Commission Expires

RESOLUTION NO.20-179

A RESOLUTION AUTHORIZING A CONTRACT BETWEEN THE CASPER AREA METROPOLITAN PLANNING ORGANIZATION (MPO) AND ENVIROMENTAL & CIVIL SOLUTIONS, LLC., FOR THE CHAMBERLAIN ROAD PLANNING AND ENVIROMETNAL (PEL) STUDY IN AN AMOUNT OF SEVENTY SIX THOUSAND SIXTY FIVE DOLLARS AND ZERO CENTS (76,065.00)

WHEREAS, the City of Casper, Wyoming, the Towns of Evansville, Mills, and Bar Nunn, Wyoming, Natrona County, Wyoming, and the Wyoming Department of Transportation entered into an Agreement, dated April 13, 1983, to provide for the cooperative, comprehensive, and continuing (3-C) transportation planning for the area of Casper, Wyoming and its environs; and,

WHEREAS, the Casper Area Transportation Planning Process (hereinafter described as the "CATPP") acts as the Metropolitan Planning Organization (hereinafter referred to as the "MPO") for the Casper Urbanized Area for the distribution of Federal Aid Planning Funds; and,

WHEREAS, the parties of the CATPP appointed the City to enter into contracts for and on behalf of the CATPP and to further act as the CATPP's Fiscal Manager in an Agreement Amendment dated April 19, 2005; and,

WHEREAS, any contract entered into by the City on behalf of the CATPP requires the approval of a majority of the voting members of the Policy Committee prior to its execution and implementation by the City; and,

WHEREAS, the MPO Policy Committee approved the MPO Unified Planning Work Program (UPWP) Budget on July 24, 2019, for a Chamberlain Road Access PEL Study, not to exceed Eighty Thousand Dollars (\$80,000); and,

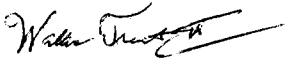
WHEREAS, the MPO released a request for proposal (RFP) for consulting groups that specialize Planning and Environmental Linkage studies on April 24, 2020; and,

WHEREAS, the Project Selection Committee selected Environmental & Civil Solutions, LLC. on June 11, 2020, to complete the Chamberlain Road Planning and Environmental Linkage (PEL) Study; and,

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 between the MPO and Environmental & Civil Solutions, LLC., on behalf of the Casper Area Metropolitan Planning Organization in the amount of Seventy Six Thousand Sixty Five Dollars and Zero Cents (\$76,065.00) for a Chamberlain Road Planning and Environmental Linkage (PEL) Study.

PASSED, APPROVED, AND ADOPTED on this \_\_\_ day of \_\_\_\_\_, 2020.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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Fleur Tremel  
City Clerk

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Steven K. Freel  
Mayor

September 2, 2020

MEMO TO: J. Carter Napier, City Manager *JCN for JCN*  
FROM: Liz Becher, Community Development Director *LB*  
M. Jeremy Yates, MPO Supervisor *MJY*  
SUBJECT: Amendment to CATC 1% #16 Professional Services Contract

Meeting Type & Date:

Regular Council Meeting, September 15, 2020.

Action Type:

Resolution

Recommendation:

That Council, by resolution, approve the amendment to the City of Casper's Contract for Professional Services with the Casper Area Transportation Coalition (CATC).

Summary:

Currently the City of Casper has two Contracts for Professional Services between the City of Casper and the Casper Area Transportation Coalition. The City of Casper drafted these agreements in such a way that it appears that there is an overlap of 1% #16 funding. The first agreement, dated June 18, 2019, is for specific operational services and expectations in which the City commits an annual maximum contribution of \$608,000. This amount consists of \$243,000 from the General Fund and \$365,000 from 1% #16. These funds represent a match for federal grant dollars to help provide funding, along with the other member jurisdictions, for transit services. The second agreement, dated July 2, 2019, is for the allocation of \$1.6M of 1% #16 funding allocated over four years with \$400,000 budgeted each year. The contract specifies the use of these funds to "provide transportation services and maintenance and repair for the 20 vehicle fleet." In reality, the \$400,000 annual allocation covers the \$365,000 already committed through the first agreement plus an additional \$35,000 for the ticket/token fare subsidy program. In order to avoid the appearance of co-mingling funds and to ensure that the separation between the \$35,000, per-annum, subsidy for the ticket/token fare assistance program and the \$365,000, per-annum, for transit services and fleet maintenance is clearly defined, the City of Casper should amend the 1% #16 agreement between the City of Casper and CATC. The amended contract references only ticket/token fare subsidy program and is written to provide for a maximum annual allocation of \$35,000 over the four-year period. Amending the contract in this way clearly delineates the different uses of the funding, avoids the appearance of comingling funds, and will help the City of Casper clarify to its funding partner at the Federal Transportation Administration how the City of Casper supports its transit system.

Financial Considerations:

None, all funding in the amended contract has already been approved.

Oversight/Project Responsibility:

M. Jeremy Yates, MPO Supervisor

Attachments:

Resolution, Contract for Professional Services

Contract for Professional Service between CATC and the City of Casper, Dated July 2, 2019

Contract for Professional Service between CATC and the City of Casper, Dated June 18, 2019



**AMENDMENT NO. 1 TO THE CONTRACT  
FOR PROFESSIONAL SERVICES (“AMENDMENT”)**

This Amendment to the Contract for Professional Services (“Amendment”) is entered into on this 15<sup>th</sup> day of September, 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. Casper Area Transportation Coalition, (“Contractor”), 1715 East 4<sup>th</sup> St., Casper, Wyoming, 82061.

Throughout this document, the City and the Contractor may be collectively referred to as the “parties.”

**RECITALS**

A. On July 2, 2019, the City and Contractor entered into a *Contract for Professional Services* (“Contract”) to assist with the provision of human services.

B. The City seeks to amend the Contract to include the City’s support of Contractor’s ticket/token fare subsidy program.

C. The City will allocate funds not to exceed Thirty Five Thousand Dollars (\$35,000.00) per year for a ticket/token subsidy program for four years.

**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 RECITAL C**

Recital C is hereby deleted in its entirety and replaced with the following:

The City previously executed a Contract with Contractor dated June 18, 2019, to support transit services in the City of Casper.

**3. AMENDMENT TO ADD RECITAL D**

Recital D is hereby added as follows:

This Contract is for additional funding from the City's 1% 16 allocation to support a ticket/token subsidy program to assist low-income riders.

**4. AMENDMENT TO PART I, SECTION 3, (COMPENSATION)**

The Paragraph beginning with, "In consideration of the performance of services rendered under this Contract," is deleted in its entirety and replaced with the following:

In consideration of the performance of services rendered under this Contract, the Contractor shall be compensated for services rendered under the ticket/token subsidy program in the amount of Thirty Five Thousand Dollars (\$35,000.00) per year not to exceed a lump sum of One Hundred and Forty Thousand Dollars (\$140,000.00).

**3. AMENDMENT TO PART I, SECTION 4, (METHOD OF PAYMENT)**

The first paragraph beginning with "Payments will be made quarterly for four years following the completion of..." is deleted in its entirety and replaced with the following:

Payments will be made quarterly for four years following the completion of the terms set forth herein and receipt of an itemized invoice, certified under penalty of perjury, from the Contractor for services rendered in conformance with the Contract and following the approval by the Casper City Council. The Contractor may invoice the City an amount not to exceed Eight Thousand Seven Hundred Fifty Dollars (\$8,750.00) every quarter for four years not to exceed a total of Thirty Five Thousand Dollars (\$35,000.000) per year. The invoice for the payment must specify the correct amount due; that the Contractor has performed the services outlined under this Contract, in conformance with the Contract, and that it is entitled to receive the amount requested under the terms of the Contract.

**4. 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.

\*\*\*\*The remainder of this page intentionally left blank\*\*\*\*

**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

*Fleur Tremel*

ATTEST

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

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

WITNESS

CONTRACTOR  
Casper Area Transportation Coalition

By: \_\_\_\_\_

By: *John E. Jones*

Printed Name: \_\_\_\_\_

Printed Name: John E. Jones

Title: \_\_\_\_\_

Title: Executive Director

# CONTRACT FOR PROFESSIONAL SERVICES

## PART I - AGREEMENT

This Contract for Professional Services ("Contract") is entered into on this 2<sup>nd</sup> day of July, 2019, 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. Casper Area Transportation Coalition, 1715 East 4<sup>th</sup> St., Casper, Wyoming 82601 ("Contractor").

Throughout this document, the City and the Contractor may be collectively referred to as the "parties."

### RECITALS

A. The City is authorized to contract with certain agencies to provide various services within its jurisdiction, pursuant to Wyoming Statutes 15-1-111(a)(i).

B. The City has allocated a portion of its 1% #16 allocation to assist with the provision of human services.

C. The City will budget One Million Six Hundred Thousand Dollars (\$1,600,000.00) for services as outlined in Contractor's application for 1%#16 funds.

**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 Contractor shall perform the following services in connection with and respecting the project:

- A. Contractor shall provide Transportation Services and maintenance and repair for the 20 vehicle fleet.

2. TIME OF PERFORMANCE:

The services of the Contractor shall be undertaken and completed on or before the 30<sup>th</sup> day of June, 2023.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Contractor shall be compensated for services performed in accordance with paragraph 1, not to exceed a lump sum of One Million Six Hundred Thousand Dollars (\$1,600,000.00).

4. METHOD OF PAYMENT:

Payments will be made quarterly for four years following completion of the terms set forth herein and receipt of an itemized invoice, certified under penalty of perjury, from the Contractor for services rendered in conformance with the Contract, and following approval by the Casper City Council. This means Contractor may invoice the City One Hundred Thousand Dollars (\$100,000.00) every quarter for four years. The invoice for payment must specify the correct amount due; that the Contractor 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 Contractor 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 Contractor pursuant to this Contract.

5. REPORTS

Contractor shall complete biannual reports. These reports will be due the on July 1 and January 2 of each year. The reporting form may be obtained from the City Manager's Office, and shall be turned back in to the City Manager's Office.

6. TERMS AND CONDITIONS:

This Contract is subject to and incorporates the provisions attached hereto as PART II -- GENERAL TERMS AND CONDITIONS.

7. EXTENT OF CONTRACT:

This Contract represents the entire and integrated Agreement between the City and the Contractor, 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 Contractor's authorized representatives.

The City and the Contractor 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

*[Signature]*

ATTEST

CITY OF CASPER, WYOMING  
A Municipal Corporation

*[Signature]*  
Fleur D. Tremel  
City Clerk



*[Signature]*  
Charles Powell  
Mayor

WITNESS

CONTRACTOR  
Casper Area Transportation Coalition

By: \_\_\_\_\_

By: *[Signature]*

Printed Name: \_\_\_\_\_

Printed Name: John E. Jones

Title: \_\_\_\_\_

Title: Executive Director

## **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 Contractor of intent to terminate said Contract. In such event, all finished or unfinished documents, data, studies and reports prepared by the Contractor under this Contract shall, at the option of the City, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

1.2 Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City, by virtue of termination of the Contract by Contractor, or any breach of the Contract by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due the City from the Contractor 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 Contractor's compensation, which are mutually agreed upon between the City and the Contractor, shall be incorporated in written amendments to this Contract. There shall be no increase in the amount of Contractor's compensation unless approved by Resolution adopted by City.

#### **3. ASSIGNABILITY:**

The Contractor 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 Contractor 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 Contractor 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 Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. The Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor may, at no additional expense to the City, make and retain such additional copies thereof as Contractor 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 Contractor 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 Contractor under this Contract are confidential and shall not be made available to any individual or organization by the Contractor 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 Contractor 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 Contractor 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 Contractor, or under its supervision, and all personnel engaged in the work shall be fully qualified. All personnel employed by Contractor shall be employed in conformity with applicable local, state or federal laws.

10. SUBCONTRACTOR:

The Contractor shall not employ any subcontractor to perform any services in the scope of this project, unless the subcontractor is approved in writing by the City. Any approved subcontractor shall be paid by the Contractor.

11. INSURANCE AND INDEMNIFICATION:

A. **Prior to the commencement of work, Contractor 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 Contractor, its subcontractors, 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 Contractor 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 Contractor'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 Contractor maintains higher limits than required under this Agreement, then the City shall be entitled to coverage for the higher limits maintained by the Contractor. 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 Contractor 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 Contractor'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 Contractor's insurance coverage shall be primary insurance as respects the City, its officers, elected and appointed officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the City, its officers, elected and appointed officials, employees, agents or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

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*

Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment

of any loss under such insurance. Contractor 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*

Contractor 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 Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
- b. *Option 2:* Contractor 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 Contractor is unable to pay any deductible or self-insured retention amount(s) required by the insurance policy. Contractor 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, Contractor'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 Contractor 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*

Contractor 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 Contractor'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. *Subcontractors*

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that the City is an additional insured on insurance required from subcontractors.

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. Contractor 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 Contractor and any subcontractor thereof.

12. INTENT:

Contractor 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 Contractor shall perform all of the services for the compensation set forth in this Contract. Contractor 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. Contractor 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.

## CONTRACT FOR PROFESSIONAL SERVICES

### PART I - AGREEMENT

This Contract for Professional Services ("Contract") is entered into on this 18<sup>th</sup> day of June, 2019 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. Casper Area Transportation Coalition, Inc., a Non-Profit Corporation, 1715 East 4<sup>th</sup>, Casper, Wyoming 82601, hereinafter referred to as "CATC" ("Contractor").

Throughout this document, the City and the Contractor may be collectively referred to as the "parties."

### RECITALS

A. The City is undertaking a project to support transit services in the City.

B. The project requires professional services for the demand response and fixed route transportation for the City and members of its general public.

C. The Contractor 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 Contractor 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 City, through the City Community Development Director, shall be responsible for administering this agreement and providing grant administration services. The Community Development Director is the City Manager's authorized representative and shall so serve as liaison to the Board of the Contractor. At the option of the City, the City may assign all or any portion of grant administration to Contractor.

The Contractor shall perform the following services in connection with and respecting the project:

A. Contractor shall operate a demand response transportation system for the general public of the City, and the urbanized area of Mills, Evansville, Bar Nunn, and parts of Natrona County. The boundaries of the urbanized areas are shown on Exhibit

- "A." The Contractor shall place an emphasis on services for the elderly and disabled.
- B. Contractor shall operate a fixed route transportation system for the general public of the City within the boundaries of the City of Casper.
  - C. Contractor shall provide a demand response transportation service, at a minimum, from 6:30 a.m. to 6:30 p.m. on Monday through Friday and on Saturday from 7:30 a.m. to 3:30 p.m. The Contractor may discontinue transportation on the following holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day; or, other holidays as deemed appropriate with approval of the City.
  - D. Contractor shall provide a fixed route transportation service, at a minimum, from 6:30 a.m. to 6:30 p.m. on Monday through Friday and on Saturday from 7:30 a.m. to 3:30 p.m. The Contractor may discontinue fixed route transportation on the following holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day; or, other holidays as deemed appropriate with the approval of the City.
  - E. Contractor shall promote the services offered through appropriate informational programs. The programs must be approved by the City prior to implementation.
  - F. Contractor shall provide such other related services, which from time to time, may be mutually agreed upon in writing by the parties hereto.
  - G. The City reserves the right to contract with additional carriers for transit service during the terms of this or any subsequent contract. The City may, but need not offer the Contractor the opportunity to expand its existing services to meet any increased demand prior to adding any additional carriers.
  - H. Fares: Fares and methods of fare payment charged to passengers and attendants shall be set by the City. Provided, however, that pursuant to Section 5(m) of the Urban Mass Transportation Act of 1964, fares charged elderly and disabled persons shall not exceed one-half of the fares charged to the general public. The cash fares paid by passengers and/or service contracts shall be the property of the Contractor and considered program income. The City has the option to alter fares during the course of the contract. The City will notify the Contractor of its plans to implement its fare changes sixty (60) days in advance of the proposed fare change. For the purpose of this contract, the demand response fare shall be Two Dollars (\$2.00) for the elderly and disabled and Five Dollars (\$5.00) for the general public per trip. Children twelve (12) years of age and younger shall ride for One Dollar (\$1.00) as long as they are accompanied by a parent or guardian. The fare shall continue until such time as amended by the City.

General fixed route fare is One Dollar (\$1.00) per trip, Student fare is Seventy-Five cents (\$0.75) per trip, reduced fare is Fifty cents (\$0.50) and children five (5) years and under are free. While the general fixed route fares are set by the City, the criteria for reduced fare are determined by the Americans with Disabilities Act.

A route deviation is \$1.00 for the elderly, disabled, or Medicare recipients. A route deviation is \$2 for the general public.

- I. Group Trips: Contractor shall notify the Community Development Director in writing of all special group trip requests at least ten (10) days in advance, including those originating from other City departments. Use of transit vehicles by City staff is permitted under certain conditions. The City may use transit vehicles for non-transit related purposes for up to eighty (80) hours per year according to 49 CFR Part 604.

Contractor shall, in writing, refer all requests for special group trips originating from non-City organizations to the private sector and receive written comment from the private sector prior to the Contractor agreeing to provide said service at the average hourly operating rate plus ten percent (10%) for additional costs and overhead.

- J. Annual National Transit Database Submission: When required, the contractor shall be responsible for completing an Annual National Transit Database Submission in a timely manner and in accordance with FTA regulations, and submitting the same to the Federal Transportation Administration (FTA). The Contractor shall provide the City with a copy of all completed documents, including correspondence from FTA to the Contractor relating to the Annual National Transit Database Submission, as well as all revisions submitted to FTA by the Contractor. If a problem is encountered with the Annual National Transit Database Submission, the Contractor shall immediately notify the City of the problem and recommend action to mitigate the same.

K. Other Reports and Records:

1. Contractor shall keep and maintain proper records reflecting all revenues and expenditures.
2. Financial Performance Report.  
Contractor shall keep separate written financial and performance records in accordance with regulations and procedures specified by FTA and provide those records to the City for the City's required grant compliance reporting. These reports will be provided in both paper and electronic formats. The financial performance report shall include, but is not limited to, the following:



Monthly

- Passenger count by jurisdiction.
- Passenger count by route.
- Passenger count by fare type.
  - **The Bus**
    - General Public
    - Students
    - Reduced Fare
    - Children under 5
    - Reduced Fare Pass
    - Student Pass
    - General Public Pass
  - **CATC**
    - General Public Fare
    - Reduced Fare
    - Children under 12
- Odometer readings for all vehicles.
- Condition of each transit vehicle.
- Number of individuals served.
- One-way trips.
- Vehicle hours and miles.
- Maintenance records by vehicle number giving dates, types of service, warranty work, etc.
- Cost of operation.

3. Access to Records - Contractor agrees to give the City, FTA, or its designee, general access to all agency records in conjunction with this agreement (except as provided by law), including, but not limited to, program records and reports.

4. Timelines - All monthly reports shall be prepared and submitted to the City no later than the date of the Contractor's monthly Board of Directors meeting. Failure to prepare and submit said reports to the City by the stated deadlines may at the option of the City terminate this agreement.

L. Annual Planning and Operations Report: As part of annual grant compliance, Contractor shall prepare and submit an annual operations report to the Community Development Director, by January 15 of the contract year which includes, but is not limited to, the following:

1. Description of activities undertaken in the previous fiscal year, including:
  - a. Benefits derived by the community resulting from transit service provided under this Contract during the previous fiscal year.

- b. Description and analysis of the existing system, including, but not limited to:
  - i. Description of operations, including hours of operation, location and description of operations location, service area, number of rides provided, ridership profile, and operating costs, etc.
  - ii. Inventory of fleet, including fleet size, type, year of manufacture, condition, service history during previous year, and anticipated year each vehicle will be retired.
  - iii. Inventory of all capital items owned by the City.
- c. Summary of actions taken by the Contractor in response to specific City requests made in writing by the Community Development Director during the contract year.
- d. Summary of specific actions taken by the Contractor to implement projects that were planned in the prior contract year.

2. Description of Public Outreach efforts

- a. Hold a minimum of one (1) meeting with the general public in March of each year during the term of the Contract, to discuss the existing service needs and proposed service changes (if any). Prepare a summary of the same for the Community Development Director.
  - i. These meetings should be publicly advertised for a designated time and place.
  - ii. Meetings may come in many different forms, such as presentation, an open house, a charrette, a panel discussion, a stakeholder meeting, a public hearing, or other City-approved formats.
  - iii. The meetings should address a specific agenda to be determined in consultation with the City.
  - iv. The March meeting should address the annual Program of Projects and TIP required for FTA.
  - v. A presentation, discussion, or activities to facilitate the advertised agenda.
  - vi. Data collection, if necessary.
  - vii. Opportunities for public comment.
  - viii. Informal activities, which may address but are not focused on transit, do not meet the intent of this section unless the Contractor receives prior approval from the City.

- b. Document informal activities, such as community fairs or expos, presentations to civic groups, or related public meetings which may address transit issues.
3. Recommend to the Community Development Director activities to improve service and operations efficiency.
4. Recommend to the Community Development Director a three (3) year operations plan. The recommended plan shall include, but may not be limited to, the following:
  - a. Description of project operational goals, objectives, and performance measures.
  - b. Proposed preventive maintenance planning and scheduling and how the Contractor intends to ensure compliance with FTA regulations thereto.
  - c. Staffing levels and staffing issues.
5. Recommend to the Community Development Director a three (3) year financial plan. The recommended plan shall include, but may not be limited to, the following:
  - a. Complete financial information showing projected income by each source.
  - b. Total revenue from all sources.
  - c. Plans to request and use any State Transportation Grant Funds the Contractor receives from the State. The City reserves its right to reject any and all of the proposed expenditures. In addition, the City retains its prerogative to substitute, or offer alternative transit projects for which the funds will be used.
  - d. This information shall include, but may not be limited to, projected local match, program income, contract revenue, donations, etc.
6. Recommend to the Community Development Director a three (3) year capital plan with and written justification for the same.
  - a. This summary shall include specifics on each proposed capital purchase, including use, estimated cost, year of purchase, and expected life span, and method of finance.

b. A Fleet Management Plan which addresses the following over a five to ten (5-10) year period:

- i. Vehicle type in operation and anticipated to be in operation
- ii. Vehicle life expectancy
- iii. Policies for Peak and Spare vehicles
- iv. Strategies for acquisition of new vehicles
- v. Policies for maintenance and operations
- vi. Composition of the fleet

7. An implementation plan for the proposed activities described in items D, E, and F.
8. Assist, as requested by the Community Development Director, in the preparation of any other planning documents.

M. Turndowns

Contractor shall, on a daily basis, record turndowns of trip requests. This information is to be provided to the Community Development Director by July 10<sup>th</sup> of each year.

N. Complaints

Except as otherwise provided herein, the Contractor shall respond in writing to all complaints received from passengers or the general public, with a copy of said response forwarded to the Community Development Director. Contractor shall respond to the complaints within five (5) working days. The Community Development Director shall be provided a copy of all complaints, either in a log or with a packet of written responses, by the 10th of the next month.

O. Information

All information about the public transit program shall be submitted to the Community Development Director for review and approval prior to proceeding with the distribution to the general public.

P. Commercial Advertising

All commercial contracts for advertising must be submitted to the Community Development Director for review and approval prior to execution. All revenue generated from the advertising shall be the property of the Contractor.

Q. Personnel

Under the terms of this contract, the Contractor is an independent Contractor and has and retains full control and supervision of the services performed by and full control over the employee compensation and discharge of all employees of the Contractor other than City employees assisting in the performance of its services hereunder. The Contractor is solely responsible for all matters relating to employees, and is responsible for its own acts and acts of its subordinates, employees, and any and all subcontractors, if any, during this contract period. Without any expense to the City, the Contractor shall be responsible for all aspects of employing its personnel, including, but not limited to, employee liability, workers' compensation, employment insurance, social security overtime pay, vacation, sick leave, and any other fringe benefits to full-time and part-time employees of the Contractor.

Contractor shall employ a sufficient number of properly qualified and trained personnel to meet or exceed any State, Federal, or local requirements relating to the operation of the transit system or City-owned equipment used by the Contractor as part of this agreement.

R. Procurement Procedures

Contractor's procurement procedures shall provide for free and open competition. Contractor will comply with Federal Transit Administration (FTA) procurement requirements as detailed in FTA Circular 4220.1F and City Policy dictated by *Appendix 1 to the Procurement, Financial, and Other Policies Manual*.

Contractor procurements are subject to review during the quarterly Procurement Review Team meetings and at FTA-initiated audits. Failure to adhere to the guidelines in FTA C 4220.1F and/or correct deficiencies may, at the sole option of the City, result in the termination of this agreement.

S. Payment of Bills and Claims

Contractor agrees to properly pay as they come due all claims, debts, and other charges which they may incur as a result of this Contract, and shall hold and save the City harmless from any such claims and debt.

T. Renewal

This agreement may be renewed administratively by mutual written agreement of the parties, for a term not exceeding five (5) consecutive years, in one year increments, providing the Contractor has provided the City with satisfactory service, and under such terms and conditions as they may agree upon. In the event that the Contractor desires to extend the agreement, it shall advise the City in

writing at least ninety (90) calendar days prior to the expiration of this agreement. The City shall have ten (10) business days to respond. At the end of the five year term the contract shall automatically expire and the City shall rebid the service in accordance with FTA regulations.

This agreement comprises year two (2) of two (2) of the contract period.

2. TIME OF PERFORMANCE:

The services of the Contractor shall be undertaken on July 1, 2019 and completed on or before the 30th day of June 2020.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Contractor shall be compensated for services performed in accordance with paragraph 1, not to exceed a lump sum of One Million Nine-Hundred Ninety-Four Thousand Nine Hundred Sixty-Six Dollars (\$1,994,966) for FY 2020.

This agreement is specifically made subject to the City receiving funding from the United States Department of Transportation, Federal Transit Administration (FTA). In the event that the City fails to receive any of the aforementioned funds or has insufficient local match required for the grants, this Agreement shall be subject to modification or termination as provided by the Terms and Conditions herein.

This agreement is specifically made subject to the Council-approved FY 2020 budget related but not limited to the City's General Fund and the City's 1% #16 Fund. If budget amendments occur that reduce this contract's Compensation for services, found in Section 3, this contract's Scope of Services, found in Section 1, may also be amended by ways of, but not limited to, service reductions, reduced hours, or fixed-route system modifications.

**City Financial Obligation using Local funds**

The City's financial obligation pursuant to this Agreement shall not exceed the sum of Six Hundred Eight Thousand Dollars (\$608,000). Contractor may request reimbursement for eligible costs of these funds through June 30, 2020. These funds shall be disbursed as follows:

- \$243,000 from the City's General Fund, administered by the MPO
- \$365,000 from the City's 1% #16 Fund, administered by the MPO, for the purpose of operations

Contractor's requests for reimbursement must be filed with the appropriate City administration as described in Section 4 of this Contract.

**City Financial Obligation using Federal funds**

The City's financial obligation using FTA grant monies pursuant to this Agreement shall not exceed the sum of One Million Twenty-Four Thousand Three Hundred and Twelve Dollars (\$1,024,312) during Fiscal Year 2020.

**Contractor's Financial Obligation from Contributions**

Contractor will only provide City the portion needed to match the amount spent through the federal grant amount for transit operations up to an amount not to exceed Three Hundred Sixty-Two Thousand Six Hundred Fifty-Four Dollars (\$362,654) no later than June 30, 2020. Contractor shall provide monthly summaries of expenses incurred broken out by federal grant total, City local match, and other local match to verify accurate match funding is being billed.

**City's Total Financial Obligation from Local and Federal funds**

It is expressly understood and agreed that in no event shall the amount of Federal and City funding to be paid pursuant to the Agreement exceed One Million Six Hundred Thirty-Two Thousand Three Hundred Twelve Dollars (\$1,632,312) for FY 2020.

4. METHOD OF PAYMENT:

Payment will be made following receipt of an itemized invoice from the Contractor for services rendered in conformance with the Contract, and following approval by the Casper City Council. Contractor shall submit an invoice for payment specifying that it 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 Contractor 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 Contractor 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 Contractor, 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 Contractor's authorized representatives.

The City and the Contractor 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

Wallace Trombetta

ATTEST

CITY OF CASPER, WYOMING  
A Municipal Corporation

Fleur D. Tremel  
Fleur D. Tremel  
City Clerk



Charles Powell  
Charles Powell  
Mayor

WITNESS

CONTRACTOR  
Casper Area Transportation Coalition, Inc.  
A Wyoming Non-Profit Corporation

By: [Signature]  
Printed Name: John E. Jones  
Title: Executive Director

By: [Signature]  
Printed Name: CAROL CRUMP  
Title: VICE PRESIDENT



LOBBYING - CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND  
COOPERATIVE AGREEMENTS:

The undersigned Contractor certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, CATC, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

Casper Area Transportation Coalition, Inc.  
A Wyoming Non-Profit Corporation

Witness:

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

*Carol*  
\_\_\_\_\_  
Louis Grunewald      **CAROL CRUMP**  
President                **VICE PRESIDENT**  
Date: 6-10-2019

**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 Contractor of intent to terminate said Contract. In such event, all finished or unfinished documents, data, studies and reports prepared by the Contractor under this Contract shall, at the option of the City, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

1.2 Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City, by virtue of termination of the Contract by Contractor, or any breach of the Contract by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due the City from the Contractor 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 Contractor's compensation, which are mutually agreed upon between the City and the Contractor, shall be incorporated in written amendments to this Contract. There shall be no increase in the amount of Contractor's compensation unless approved by Resolution adopted by City.

3. ASSIGNABILITY:

The Contractor 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 Contractor 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 Contractor 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 Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. The Contractor shall take affirmative action to insure 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 Contractor 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 Contractor 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 Contractor 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 Contractor may, at no additional expense to the City, make and retain such additional copies thereof as Contractor 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 Contractor 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 Contractor under this Contract are confidential and shall not be made available to any individual or organization by the Contractor 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 Contractor 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 Contractor 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 Contractor, or under its supervision, and all personnel engaged in the work shall be fully qualified. All personnel employed by Contractor shall be employed in conformity with applicable local, state or federal laws.

10. SUBCONTRACTOR:

The Contractor shall not employ any subcontractor to perform any services in the scope of this project, unless the subcontractor is approved in writing by the City. Any approved subcontractor shall be paid by the Contractor.

11. INSURANCE AND INDEMNIFICATION:

A. **Prior to the commencement of work**, Contractor 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 Contractor, its subcontractors, 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 Contractor 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 Contractor'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 Contractor maintains higher limits than required under this Agreement, then the City shall be entitled to coverage for the higher limits maintained by the Contractor. 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 Contractor 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 Contractor'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 Contractor's insurance coverage shall be primary insurance as respects the City, its officers, elected and appointed officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the City, its officers, elected and appointed officials, employees, agents or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

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*

Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor 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*

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 Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

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, Contractor'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 Contractor 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*

Contractor 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 Contractor'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. *Subcontractors*

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that the City is an additional insured on insurance required from subcontractors.

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. Contractor 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 of the Contractor and any subcontractor thereof.

12. INTENT:

Contractor 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 Contractor shall perform all of the services for the compensation set forth in this Contract. Contractor 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. Contractor 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



PROFESSIONAL SERVICES CONTRACT  
CITY OF CASPER/CASPER AREA TRANSPORTATION COALITION, INC.  
PART III

FEDERAL CONTRACTUAL PROVISIONS

1. Required Clauses

To the extent applicable, Federal requirements extend to third party contractors and their subcontracts and sub agreements at every tier. Accordingly the Contractor will agree to meet the following Federal requirements in order to enter into any contracts and agreements during the contract term. In addition the Contractor will agree to include, and to require that its subcontracts and sub agreements include, appropriate clauses in each subcontract and each sub agreements financed in whole or in part with financial assistance provided by the FTA under the Grant Agreement(s) or Cooperative Agreement(s) between the City of Casper and the FTA.

2. Contractor Changes

Proposed changes in this Contract shall be submitted to the appropriate Public Body for its approval prior to adoption. Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the City of Casper and FTA as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract

3. Insurance and Indemnification

A. Prior to the commencement of work, Contractor 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 Contractor, its subcontractors, 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 Contractor 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 Contractor'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 Contractor maintains higher limits than required under this Agreement, then the City shall be entitled to coverage for the higher limits maintained by the Contractor. 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 Contractor 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 Contractor'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 Contractor's insurance coverage shall be primary insurance as respects the City, its officers, elected and appointed officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the City, its officers, elected and appointed officials, employees, agents or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

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*

Contractor hereby grants to the City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor 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*

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 Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

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 ten (10) years after completion of the contract of work*. However, Contractor'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 Contractor must purchase "extended reporting" coverage for a minimum of *ten (10) years* after completion of contract work and at all times thereafter until the applicable statute of limitations runs.

8. *Verification of Coverage*

Contractor 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 Contractor'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. *Subcontractors*

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that the City is an additional insured on insurance required from subcontractors.

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. Contractor 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 of the Contractor and any subcontractor thereof.

4. Audit and Inspection of Records

The Contractor shall permit the authorized representative of the U.S. Department of Transportation and the Comptroller General of the United States to inspect and audit all relevant data and records of the Contractor relating to its performance, and its subcontracts under this Contract with which Federal funds are used, from the date of this contract through and until the expiration of three (3) years after completion of this contract. The inspection and audit provided in this section does not include an audit of manufacturer's cost and/or profit, with the exception of a single bid or sole source situations.

5. Termination for Convenience

This contract may be terminated by mutual, written agreement by both parties, or if unavoidable circumstances prevent either party from meeting the terms of the contract. Any other termination of this Contract may be considered default.

6. Communications

Communications in connection with this Contract shall be in writing and shall be delivered personally; to be telex or by regular, registered or certified mail addressed to the Officer(s) or employee(s) of the City of Casper and of the Contractor designated to receive any such communications, but shall not be official communications unless confirmed in writing.

7. Immunity/Governmental Claims Act

The City does not waive any right or rights it may have pursuant to the Governmental Claims Act, Wyoming Statutes 1-39-101 et seq., and the City specifically reserves the right to assert any and all rights, immunities, and defenses it may have have pursuant to the Wyoming Governmental Claims Act.

8. Compliance with Regulations

The Contractor shall comply with the regulations relative to nondiscrimination in Federally Assisted Programs of the Department of Transportation (DOT) Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

9. Nondiscrimination

Section 601 of the Title VI of the Civil Rights Act of 1964, states the following: "No person in the United States shall, on the grounds of race, color, national origin, or disability be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving the federal financial assistance.

10. Solicitations for Subcontractors, Including Procurement of Materials and Equipment

In all solicitations, either by competitive bidding or negotiation made by the Contractor, for work to be performed under a subcontract, including or procurement of materials or lease of equipment, each potential subcontractor or supplier shall be notified by the Contractor or the Contractor's obligation under this contract and the regulations relative to nondiscrimination on the ground of race, color, or national origin.

11. Sanctions for Noncompliance

In the event of the Contractor's noncompliance with non-discrimination provision of the Contract, the City shall impose contract sanctions as it or the Federal Transit Administration may determine to be appropriate, including, but not limited to:

- (a) Withholding of payment to the contractor under the contract until the contractor complies with; and/or,
- (b) Cancellation, termination, or suspension of the Contract, in whole or in part.

12. Incorporation of Provisions

The Contractor shall include these provisions in every subcontract, including procurement of materials and leases of equipment, unless exempt by the regulations, or directive issued pursuant thereto. The Contractor shall take such actions with respect to any subcontract or procurement as the City of the Federal Transit Administration may direct as means of enforcing such provisions

including sanctions for noncompliance; provided however, that, in the event a contractor becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the contractor may request the City, and in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

13. Subletting of Contract

This contract shall not be sublet except with written consent of the City. No such consent shall be constructed as making the City a party to such subcontractor. No subcontract shall, under any circumstances, relieve the contractor of its liability and obligation under this contract, and all transactions with the City must be through the contractor.

14. Licensing and Permits

The Contractor shall secure appropriate licenses for the work required as a result of the contract. The cost for any required licenses or permits shall be the responsibility of the contractor. The Contractor is liable for any and all taxes due as a result of the contract.

15. Equal Opportunity

- A. The Contractor will at all times abide by the equal opportunity provisions of the Civil Rights Act of 1964, as amended, Executive Order 11375, and the supplemented in Department of Labor Regulations 41 C.F.R. Part 60 and of the rules, regulations, and relevant orders of the Secretary of Labor.
- B. In implementing this project, the Contractor may not discriminate against any employee or applicant for employment because of race, color, creed, sex, disability, age, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, creed, sex, disability, age, or national origin. 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. This provision is not applicable to contracts for standard commercial supplies or raw materials.

16. Conservation

The Contractor shall observe and comply with mandatory standards and policies relating the energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy policy and Conservation Act (42 U.S.C. Section 6321 et.seq.)

17. Environmental Violations

The Contractor agrees to comply with all applicable standards, orders, or requirements issued

under Section 306 of the Clean Air Act (42) U.S.C. 1857(h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738 and Environmental Protection Agency Regulations (40 C.F.R. Part 15) which prohibits the use under non-exempt Federal Contracts, grants, or loans of facilities included on the EPA list of Violating Facilities. The Contractor shall report violations to FTA and to the USEPA Assistant Administrator of Enforcement (EN0329).

18. Waiver

The failure of the City in any one or more instances to enforce one or more of the terms or conditions of the contract documents or to exercise any of its rights and privileges, or waiver of any breach of such terms or conditions, shall not be construed as thereafter waiving any such terms, conditions, rights or privileges and the same shall continue and remain in force and effect as if no waiver had occurred.

19. Prohibited Interest

No member, officer, or employee, of the City of Casper during his tenure or one year thereafter shall have any interest, direct or indirect, in this agreement of the proceeds thereof.

20. Interest of Contractors

The Contractor covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this agreement. The Contractor further covenants that in the performance of this agreement, no person having such interest shall be employed.

21. Integrity

- A. To prevent fraud, waste and abuse in federal transactions, the persons or entities which by events or behavior potentially threaten the integrity of federally administered programs excluded from participation in FTA assisted programs. Contractors are required to certify that they are not debarred, suspended, ineligible or voluntarily excluded from participation in federally assisted transactions.
- B. The Contractor hereby certifies with its signature of its submission of Certificate of Debarment and Suspension, that neither it nor any of its subcontractors are debarred, suspended, ineligible, or voluntarily excluded from participation in Federally-assisted projects.

22. Default

Each and every term and condition of this Contract shall be deemed to be a material element of this Contract. In the event either party should fail or refuse to perform according to the terms of this Contract, they may be declared in default hereof.

23. Remedies Upon Default

In the event a party has been declared in default hereof and performance is not possible within the completion time as established herein, such defaulting party shall be allowed a period of five (5) days within which to cure said default, may elect to: (a) Immediately terminate the Contract; (b) Treat the Contract as continuing and require specific performance; and/or (c) Avail himself of any other remedy at law or equity. Termination shall be effective upon mailing, by the terminating party, of written notice of termination to the defaulting party, by registered or certified mail, return receipt requested, if the Contractor defaults or neglects to carry out the work in accordance with this Contract, the Procuring Agency may elect to make good such deficiencies and charge the Contractor thereof.

24. Program Fraud and False or Fraudulent Statements or Related Acts

- A. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 et seq. And U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
- B. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. §5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
- C. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

25. No Obligation by the Federal Government

- A. The City and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be



subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

- B. The Contractor agrees to include that above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions and with concurrence by the Federal Government.

26. Access to Records

The Recipient agrees to require its third party contractors and third party subcontractors, at as many tiers of the Project as required, to provide to the U.S. Secretary of Transportation and Comptroller General of the United States or their duly authorized representatives, access to all third party records as requested to conduct audits and inspections related to any third party contract that has not been awarded on the basis of competitive bidding for a capital or improvement Project, as required by 49 U.S.C. § 5325(a). The Recipient further agrees to require its third party contractors and third party subcontractors, at as many tiers of the Project as required, to provide sufficient access to third party procurement records as needed for compliance with Federal regulations or to assure proper Project management as determined by FTA.

27. Incorporation of FTA Terms

Federal Standards - The Contractor agrees to comply with applicable provisions of FTA Circular 4220.1F, "Third Party Contracting Requirements," as amended or revised by FTA, and with other applicable Federal regulations or requirements. The FTA "Best Practices Procurement Manual" provides additional procurement guidance. Nevertheless, be aware that the FTA "Best Practice Procurement Manual" is focused on procurement processes and may omit certain Federal requirements applicable to the work to be performed.

28. Disputes, Breaches, Defaults, or Other Litigation

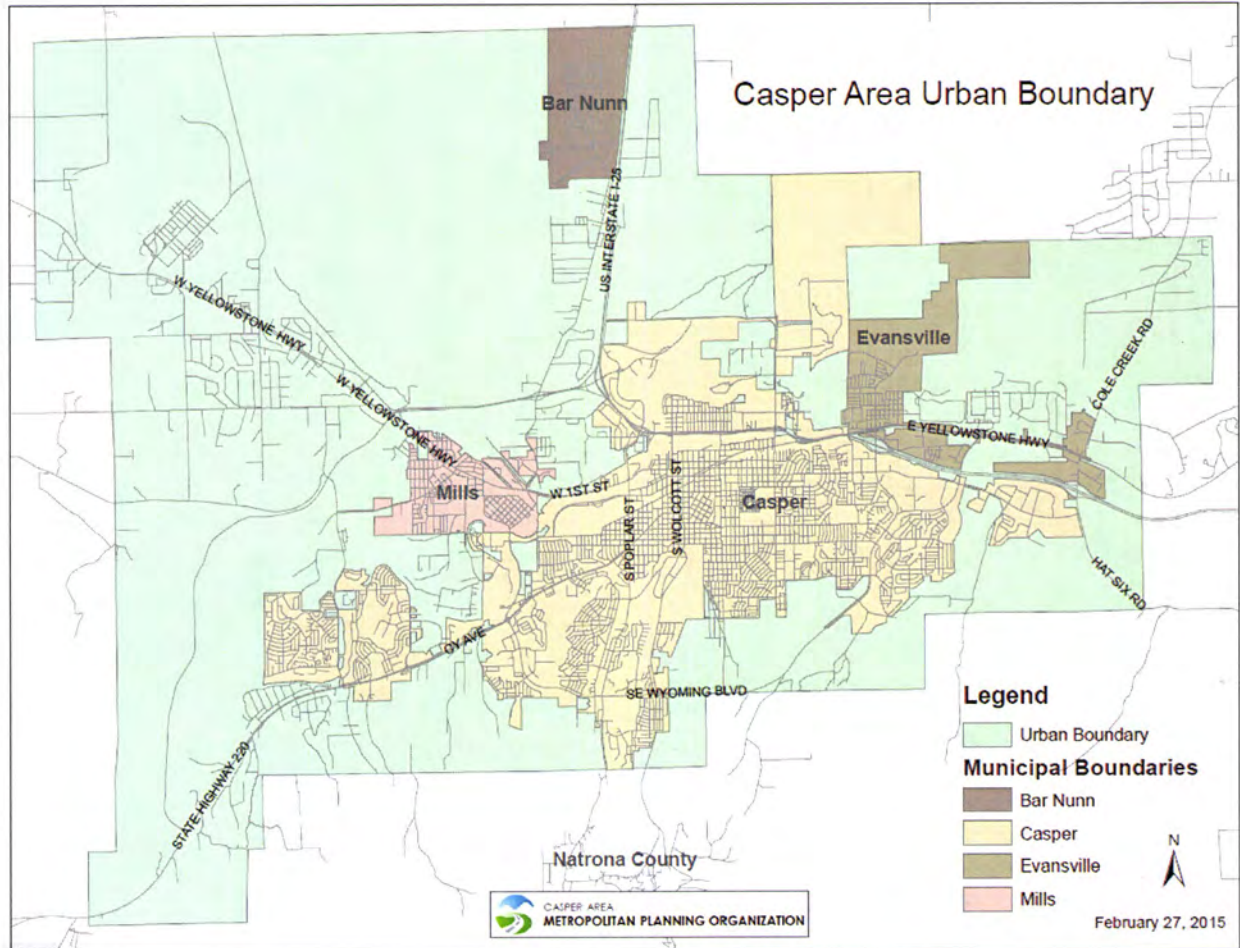
The Contractor agrees that FTA has a vested interest in the settlement of any dispute, breach, default, or litigation involving the Project. Accordingly:

- A. Notification to FTA - The City of Casper agrees to notify FTA of any current or prospective major dispute, breach, default, or litigation that may affect the Federal Government's interests in the Project or the Federal Government's administration or enforcement of Federal laws or regulations. If the City of Casper seeks to name the Federal Government as a party to litigation for any reason, in any forum, the Recipient agrees to inform FTA before doing so.
- B. Federal Interest in Recovery - The Federal Government retains the right to a proportionate share, based on the percentage of the Federal share awarded for the Project, of proceeds derived from any third party recovery, except that the City of

Casper may return any liquidated damages recovered to its Project Account in lieu of returning the Federal share to the Federal Government.

- C. Enforcement - The City of Casper agrees to pursue all legal rights provided within any third party contract.
- D. FTA Concurrence - FTA reserves the right to concur in any compromise or settlement of any claim involving the Project and the City of Casper.
- E. Alternative Dispute Resolution - FTA encourages the City of Casper to use alternative dispute resolution procedures, as may be appropriate.

EXHIBIT A



RESOLUTION NO. 20-180

A RESOLUTION AUTHORIZING AN AMENDMENT  
TO THE CONTRACT FOR PROFESSIONAL SERVICES  
BETWEEN THE CITY OF CASPER AND THE CASPER  
AREA TRANSPORTATION COALITION

WHEREAS, on July 2, 2019, the City of Casper and the Casper Area Transportation Coalition (CATC) entered into a Contract For Professional Services (“Contract”) in the amount of Thirty-Five Thousand Dollars to assist with the provision of human services; and,

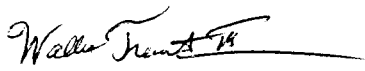
WHEREAS, the City seeks to amend the Contract to include the City’s support of Contractor’s ticket/token fare subsidy; and,

WHEREAS, the Contract should be amended to differentiate the funding source of the City’s support of the Contractor’s ticket/token fare subsidy in an amount not to exceed Thirty Five Thousand Dollars (\$35,000.00) per year for a ticket/token subsidy program for four years.

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 \_\_\_ day of \_\_\_\_\_, 2020.

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Fleur D. Tremel  
City Clerk

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

September 2, 2020

MEMO TO: J. Carter Napier, City Manager *JCN*  
FROM: Andrew Beamer, P.E., Public Services Director  
Bruce Martin, Public Utilities Manager  
SUBJECT: Authorizing a Contract for Outside-City Water Service with B & TW Holdings, LLC.

**Meeting Type & Date**

Regular Council Meeting  
September 15, 2020

**Action Type**

Resolution

**Recommendation**

That Council, by resolution, authorize a Contract for Outside-City Water Service with B & TW Holdings, LLC.

**Summary**

This contract provides Outside-City water service for 3703 Squaw Creek Road, a parcel of land located west of Casper in the Squaw Creek Area. The property will obtain water service by tying into the new 12-inch West Casper Zone II water main located adjacent to the property.

This property is not contiguous to the Casper City limits and a Commitment to Annex has been signed as it is within Casper's growth boundary. The Public Utilities Advisory Board conceptually approved the contract at its August 26, 2020 meeting and has recommended Council approval.

**Financial Considerations**

No financial considerations

**Oversight/Project Responsibility**

Bruce Martin, Public Utilities Manager

**Attachments**

Resolution  
Agreement  
Commitment to Annex

## CONTRACT FOR OUTSIDE-CITY WATER SERVICE

THIS AGREEMENT is made, dated, and signed this 15<sup>th</sup> day of September, 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 B & TW Holdings, LLC, PO Box 669, Mills, Wyoming 82644; hereinafter referred to as "Owner."

### RECITALS

- A. Owner is the owner of certain land as described in Exhibit "A" (attached hereto and made a part of this agreement) being the East 1/2 of Tracts 47 and 48 of the Swingle Ranch Tracts, being located in the NW1/4 of the SE1/4 of Section 24, Township 33 North, Range 80 West of the 6<sup>th</sup> P.M., in Natrona County, Wyoming, with an address of 3703 Squaw Creek Road, Casper Wyoming 82604, which is not within the corporate limits of the City of Casper; and,
- B. Owner desires to obtain water service from City for such property as described in Exhibit "A"; and,
- C. Owner can connect by a service line into the 12-inch water main located adjacent to the property; and,
- D. Owner and City have agreed to such outside-city water service under the terms and conditions of this Agreement.

NOW THEREFORE, it is hereby agreed among the parties as follows:

#### 1. Service

- a. The property served shall be limited to that described in Exhibit "A." No other properties shall be served without the express permission of the City Council of the City of Casper.
- b. Owner shall be allotted one (1), ¾ or 1-inch water service connection and meter to the property shown on Exhibit "A." No other properties may be served from this connection.
- c. The water service line curb box shall be installed within the utility easement of the transmission line located adjacent to the property. A meter pit and water meter shall be installed by Owner immediately downstream of the curb box.
- d. The City shall own, operate, and maintain the individual service line to the curb stop. The Owner shall own, operate, and maintain the meter pit.
- e. The Owner shall, at Owner's sole cost and expense, install a water service line from the meter pit to the Owner's property.

- f. The Owner shall own, operate and maintain the water service line beyond the curb box located at the water main.
- g. The Owner shall be responsible for obtaining easements from other property owners for the water service line as needed at its sole cost and expense.

2. Right of Inspection

- a. The City shall have the right to inspect all water system construction. All water system construction must meet City requirements. Before connection of the water services to any building, all work must be accepted and approved by the City.
- b. The curb box for the water service line shall be protected during the subsequent course of developing the property from damage, and the Owner shall be wholly responsible for the repair and replacement to the City'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.

3. Charges for Service

- a. All meter pits, vaults, and water meters, as required by the City's staff, shall be obtained and installed by and at the Owner's sole cost and expense according to the rules and regulations of the City. The meter pit or vault shall remain the property of the Owner and be located on the property lines.
- b. Owner will pay to the City the then-current outside-City system investment charge for each connection (lot) to be served with water. The Owner shall also pay to the Central Wyoming Regional Water System Joint Powers Board, the then-current Regional Water System investment charge for each connection to be served with water. Payment will be made prior to actual receipt of water service provided by the City.
- c. The charge for water service provided shall be at the City's existing rate as the same shall apply from time to time for all retail outside-City water service, until such time as said property is annexed into the City of Casper. After annexation, the rates will be the existing rates for retail inside-City water service.

4. Regulation

- a. Water service to be provided shall be only to the extent provided for herein and to the extent that said water service is available and above that which is necessary to satisfy the needs of the incorporated area of the City of Casper. In times of drought, extreme demand, or facility failure, water service may not be available.

- b. Owner shall make the necessary provisions so that each building to be served shall have a pressure reducing valve limiting pressure to a maximum of 60 psi, and shall encourage all residents to adhere to the following water saving device recommendations: toilets with a maximum flush of 3 1/3 gallons; aerators which provide for a maximum flow of 1 gpm on all bathroom sinks; and water saving shower heads to limit flow to maximum 3.0 gpm.
- c. The Owner agrees to abide by the rules and regulations of the City regarding the use of its water and sewer facilities, all relevant ordinances of the City of Casper relating to water and sewer service; all other state and federal laws, rules, and regulations including, but not limited to, all provisions of the Federal Pretreatment Regulations (40CFR, Part 403), and all City ordinances relating to industrial pretreatment.

5. Fire Flows

- a. The Owner agrees that fire flow capabilities to his properties are impractical at this time. The Owner, by signing this agreement, understands that there are certain risks that Owner and Owner's property may be subject to by not having fire flow capabilities. The Owner is willing to assume these risks and irrevocably, fully and forever releases and discharges the City of Casper, the City Council, and its mayor, the Casper Public Utilities Board, and all their officers, employees, agents, managers, and contractors from all negligence, claims, demands, liabilities, causes of action, or damages of any kind relating to any harm, personal injury, wrongful death, property damage, or debt suffered resulting from lack of fire flow to Owner's property.
- b. The terms of this release in this Agreement are contractual and not a mere recital. If the property is owned or leased by the Owner, and anyone else as husband and wife, tenants in common, partnership, corporation, or any other legal entity other than an individual, Owner hereby states and certifies that the Owner is authorized by such individual or other entity to bind such individual or entity to this release. This release shall be binding upon the Owner's personal representatives, heirs, successors, and/or assigns. The Owner acknowledges by execution of this release that Owner fully understands these provisions and fully and voluntarily enters into them. This release shall not affect any immunities of the City of Casper pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 et seq., as amended.

6. Construction Term

The Owner shall be allowed two (2) years from the time of consummation of this Agreement to complete the water service line construction and necessary improvements. Should the construction not be completed within this time period, this Agreement shall automatically become null and void.



7. Annexation

- a. The Owner hereby agrees to annex its property to the City upon the request of the City Council, or upon a property owner's petition for the annexation thereof. The Owner and its mortgagee(s) shall execute a commitment to annex its property to the City of Casper on a form acceptable to the City of Casper. The commitment to annex form shall be executed concurrently with this agreement. It shall provide that the commitment to annex shall be binding upon the Owner and its mortgagee(s), their heirs, successors, and assigns forever, and shall be included in every sale, conveyance or mortgage involving the above-described property. It shall further run with and bind the real property described and set forth in Exhibit "A." This Agreement shall terminate, and be null and void between the parties, and the City shall have the right to terminate all services provided under this Agreement if the Owner fails to annex its property to the City within one (1) year after being requested to do so by the City Council, or within one (1) year after the City Council's approval of a property owner's petition for the annexation thereof.
- b. Upon annexation and thereafter, Outside Property Owners shall dedicate all rights of way and easements deemed necessary to the City, all in a form acceptable to the City and meeting Casper Municipal Code requirements.
- c. Upon annexation and thereafter, Outside Property Owners, at their sole cost and expense, shall plat any unplatted property in accordance with requirements set forth in the Casper Municipal Code.
- d. Upon annexation and thereafter, Outside Property Owners shall agree to waive any statutory right to oppose City zoning requirements or designations as set forth in the Casper Municipal Code.

8. Future Improvements

- a. The Owner agrees to participate in future water system, sewer system, street improvements, sidewalk improvements, street lighting improvements, and other needed municipal improvements on Squaw Creek and Swingle Acres Roads at the request of the City Council of Casper. The participation may be with the City of Casper, an Improvement and Service District, a Water and Sewer District, or a private developer.
- b. Future design and construction costs include, but are not limited to, planning, design, construction, land acquisition, financing, and legal.
- c. The Owner agrees to and hereby waives any statutory right to protest the commitment to participate in future water system, sewer system, street, sidewalk, street lighting, or other needed municipal system improvements. The Owner further agrees to and hereby waives any statutory right to protest the creation of a Local Assessment District, an Improvement and Service District, or a Water and

Sewer District established for the purpose of street, sidewalk, street lighting, or other needed municipal improvements which would encompass his property.

- d. This commitment to participate in future water system, sewer system, street, sidewalk, street lighting, or other municipal improvement design and construction shall be included in every sale, conveyance, or mortgage involving the above described property and shall be binding upon the current owners and mortgagees, and all heirs, successors in interest and assigns. This commitment shall be binding upon and run with the land set forth herein.
- e. Needed water and sewer main extensions/improvements including, but not limited to, planning, design, land acquisition, and construction are the responsibility of the Outside Property Owner. Water and sewer main extensions must extend to and through the property. Water and sewer service lines must not extend in rights of way beyond the property line without approval of the City Engineer. Outside Property Owners are responsible for the costs associated with the extensions/improvements.

9. Discontinuance of Utility Services/Remedies

- a. A utility service provided under this Agreement may be discontinued in accordance with Casper Municipal Code Section 13.03.070, or for any material breach of this Agreement by the Owner.
- b. The remedies in this section are in addition to any other remedies in this Agreement, or which the City may otherwise have at law or equity, and are not a limitation on the same. The Owner further agrees to pay all reasonable attorneys' fees, court costs, and litigation costs if the City must enforce the provisions of this Agreement in a court of law.

10. General Provisions

- a. Successors, Assigns and Recording: 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 and set forth in Exhibit "A" attached hereto, and shall be recorded in the Natrona County real estate records by the City at the Owner's sole cost and expense. 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 any term of this Agreement is to any extent illegal, otherwise invalid, or incapable of being enforced, such term shall be excluded to the extent of such invalidity or unenforceability; all other terms hereof shall remain in full force and effect; and, to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term. If application of this Severability provision should materially and adversely affect the economic substance of the transactions contemplated hereby, the Party adversely impacted shall be entitled to compensation for such adverse impact, provided the reason for the invalidity or unenforceability of a term is not due to the misconduct by the Party seeking such compensation.
- 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:

Owner Info  
Brett and Tiffany Waters  
Managing Members  
B & TW Holdings, LLC  
PO Box 669  
Mills, Wyoming 82644

City of Casper  
Attn: Public Services Director  
200 North David  
Casper, Wyoming 82601

- 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.

[The rest of this page is intentionally left blank.]

EXECUTED the day and year first above written.

APPROVED AS TO FORM:

Walter Tremel

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation:

Fleur Tremel  
City Clerk

Steven K. Freel  
Mayor

OWNERS:

B & TW Holdings, LLC,  
PO Box 669  
Mills, Wyoming 82644

Brett Waters  
Brett Waters, Managing Member

Tiffany Waters  
Tiffany Waters, Managing Member

The undersigned mortgagee for B & TW Holdings, LLC hereby agrees to, consents, and ratifies this agreement.

08.24.2020  
Date

First State Bank, division  
MORTGAGEE of Glacier Bank

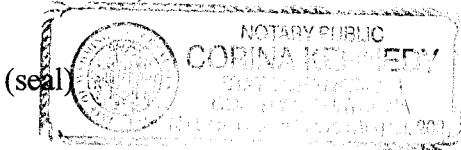
By: Tyler Stark

Printed Name: Tyler Stark

Title: Vice President

STATE OF WYOMING )  
 ) ss.  
COUNTY OF NATRONA )

This instrument was acknowledged before me this 24 day of August, 2020,  
by Brett Waters as Managing Member of B & TW Holdings, LLC.

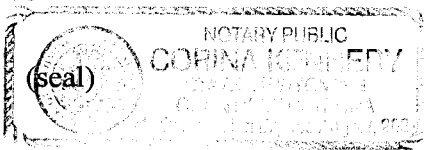


Corina Kennedy  
NOTARY PUBLIC

My commission expires: 08.28.2021

STATE OF WYOMING )  
 ) ss.  
COUNTY OF NATRONA )

This instrument was acknowledged before me this 24 day of August, 2020,  
by Tiffany Waters as Managing Member of B & TW Holdings, LLC.

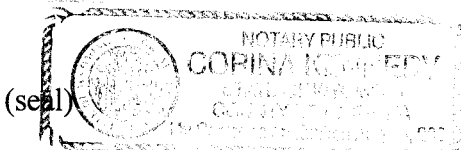


Corina Kennedy  
NOTARY PUBLIC

My commission expires: 08.28.2021

STATE OF WYOMING )  
 ) ss.  
COUNTY OF NATRONA )

This instrument was acknowledged before me this 24 day of August, 2020, by  
Tyler Stark as Vice President  
of First State Bank, a division of the Mortgagee.  
Glacier Bank



Corina Kennedy  
NOTARY PUBLIC

My commission expires: 08.28.2021

STATE OF WYOMING     )  
  ) ss.  
COUNTY OF NATRONA    )

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020,  
by Steven K. Freel as the Mayor of City of Casper, Wyoming, a Wyoming municipal  
corporation.

(seal)

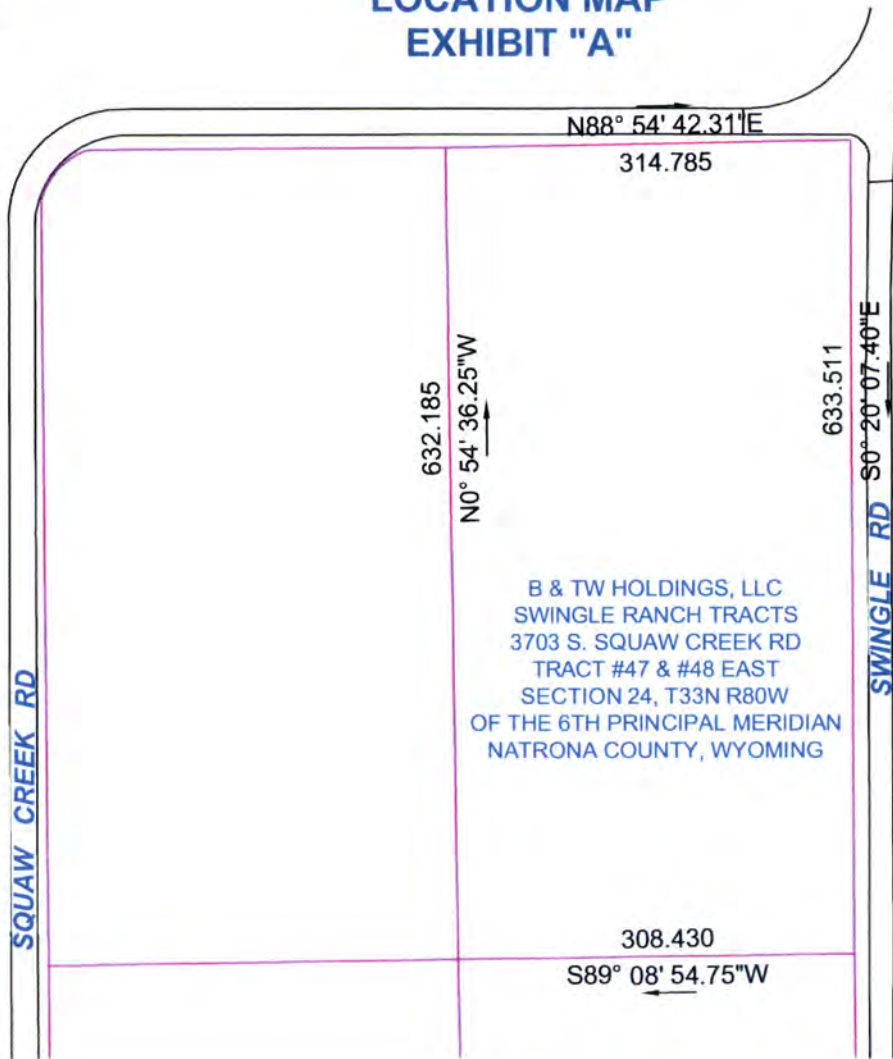
\_\_\_\_\_  
NOTARY PUBLIC

My commission expires: \_\_\_\_\_



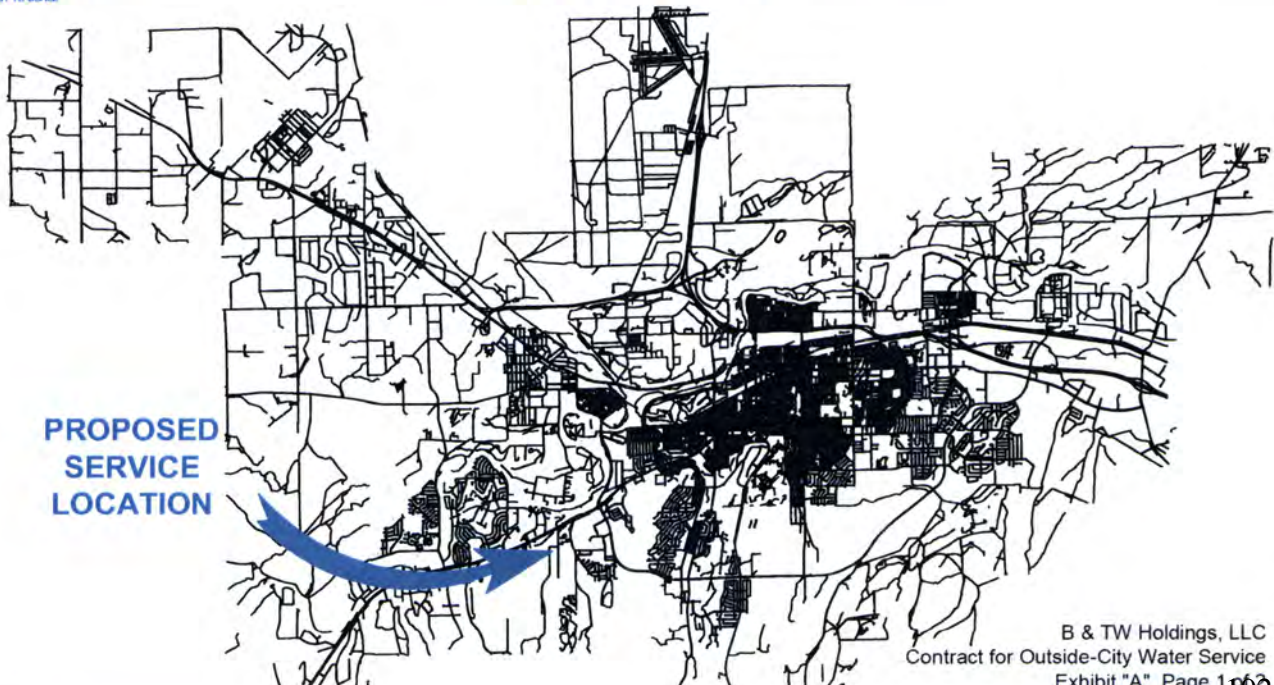
VICINITY MAP  
NOT TO SCALE

# LOCATION MAP EXHIBIT "A"



VICINITY MAP  
NOT TO SCALE

# VICINITY MAP





IRON MAIDEN®  
U.S.A. DESIGN PATENT 4199248-1979  
CANADIAN PATENT 10655729-1979

1977  
RD

HOUSTON, TEXAS, U.S.A.

# SWINGLE RANCH TRACTS

This is to certify that Charles H. Swingle and Eva Swingle, husband and wife are the sole owners and proprietors of the South One Half (1/2) of Section Twenty-four (24) Township Thirty-three (33) North, Range Eighty (80) West of the Sixth (6th) Principal Meridian in Natrona County, Wyoming, and that the above and foregoing sub-division of the said land as appears on this plat is with the free consent and in accordance with the desires of the undersigned owners and proprietors; that this plat is supplemental to and amendatory of the original plat and dedication of the same subdivision as the same appears of record in Book 33 of Deeds of Page 151 records of Natrona County, Wyoming, and is made and filed for the purpose of correcting technical errors in said original plat and dedication; that said undersigned owners and proprietors hereby waive and release any and all rights in and to said above lands under and by virtue of the Homestead Exemption laws of the State of Wyoming, and that the streets and alleys as shown hereon are hereby dedicated to the Public use.

Witness: W. Blorgan

Charles H. Swingle  
Eva Swingle

The State of Wyoming, } ss.  
County of Natrona.

On this 17<sup>th</sup> day of May A.D. 1923, before me personally appeared Charles H. Swingle and Eva Swingle, husband and wife, to me known to be the persons described in and who executed the above and foregoing instrument and acknowledged that they signed, sealed and delivered the same as their free act and deed, for the uses and purposes therein set forth, including the release and waiver of the right of homestead, the said wife having been by me fully apprised of her right and the effect of signing and acknowledging the said instrument.

Given under my hand and Notarial Seal this 17<sup>th</sup> day of May A.D. 1923.

W. Blorgan  
Notary Public

My commission expires June 19<sup>th</sup>, 1923

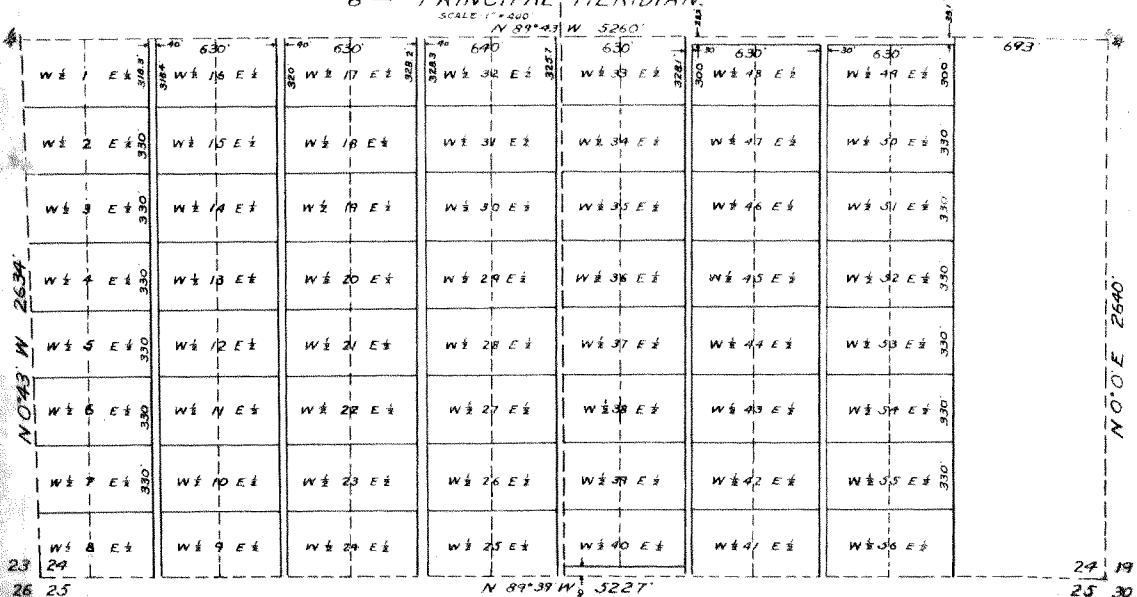
The State of Wyoming, } ss.  
County of Natrona.

Albert M. Zuill of Casper, Wyoming, of lawful age and first duly sworn according to Law, on his oath says; that he is a licensed engineer in the State of Wyoming; that he made a survey of the South one-half (1/2) of Section twenty four (24) Township thirty three (33) North, Range eighty (80) West of the sixth (6th) Principal Meridian in Natrona County, Wyoming, at the request of Charles H. Swingle and Eva Swingle, husband and wife, owners and proprietors of the land; that they subdivided said land into Tracts and Streets as shown by the Plat to which this certificate is attached and of which it forms a part and that said Plat is a true and correct representation of said survey.

Albert M. Zuill  
Surveyor  
Notary Public

Subscribed in my presence and sworn to before me this 17<sup>th</sup> day of May A.D. 1923.  
My commission expires June 19<sup>th</sup>, 1923.

SUBDIVISION  
SOUTH 1/2 SECTION 24, T. 33 N., R. 80 W.  
OF  
6<sup>TH</sup> PRINCIPAL MERIDIAN.



**COMMITMENT TO ANNEX TO THE CITY OF CASPER, WYOMING**  
(Individual Form)

We, **B & TW Holdings, LLC, and First State Bank**, respectively the owner(s) and mortgagee of the following described real estate located in Natrona County, to-wit:

**3703 SQUAW CREEK ROAD  
CASPER, WYOMING, NATRONA COUNTY  
PROPERTY AS DESCRIBED IN EXHIBIT "A" (attached hereto and made  
a part of this agreement)**

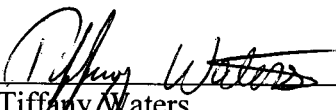
for valuable consideration, the receipt of which is hereby acknowledged, agree and commit to the annexation of the above-described property to the City of Casper, Wyoming at the request of the Casper City Council or on a property owner's petition. The undersigned further waive any statutory or other right to protest any such annexation.

This commitment to annex shall run with and bind the above described real property, and shall be included in every sale, conveyance or mortgage involving the above-described property. This commitment to annex shall be binding upon the Owner(s) and mortgagee, and their heirs, successors, and assigns forever.

8-24-2020  
Date

  
Brett Waters  
MANAGING MEMBER

08/24/2020  
Date

  
Tiffany Waters  
MANAGING MEMBER

8/24/2020  
Date

First State Bank, Division of  
MORTGAGEE Glacier Bank

By: 

Name: Tyler Stark

Title: vice President

STATE OF WYOMING )  
 ) ss.  
COUNTY OF NATRONA )

This instrument was acknowledged before me this 24 day of August, 2020,  
by ~~Brett Waters as a Managing Member~~ of B & TW Holdings, LLC.

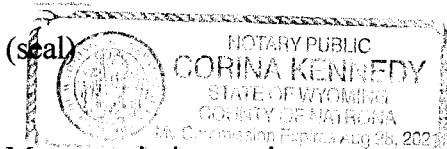


Corina Kennedy  
NOTARY PUBLIC

My commission expires: 08.28.2021

STATE OF WYOMING )  
 ) ss.  
COUNTY OF NATRONA )

This instrument was acknowledged before me this 24 day of August, 2020,  
by Tiffany Waters as a Managing Member of B & TW Holdings, LLC.

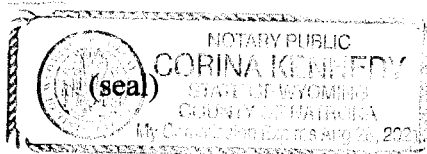


Corina Kennedy  
NOTARY PUBLIC

My commission expires: 08.28.2021

STATE OF wyoming )  
 ) ss.  
COUNTY OF natrona )

This instrument was acknowledged before me this 24 day of August,  
2020, by Tyler Stark, as vice President of  
First State Bank, Division of, MORTGAGEE.  
Glacier Bank



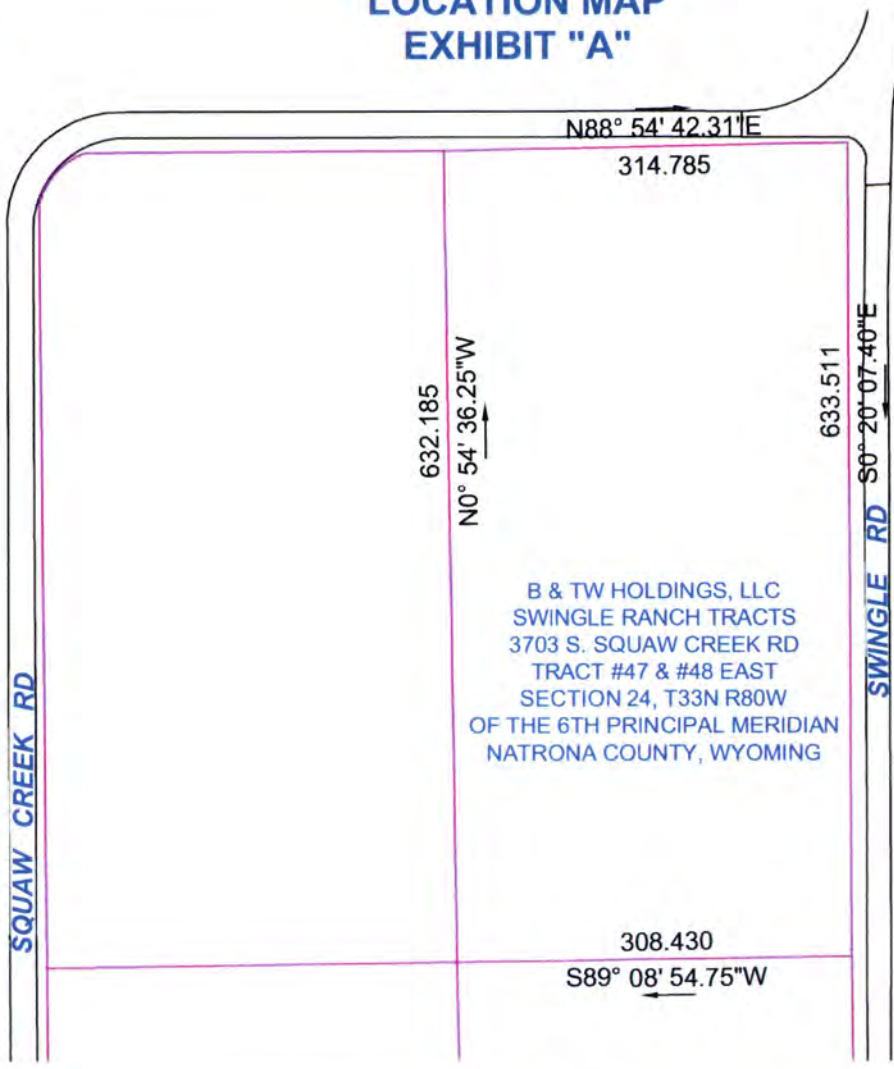
Corina Kennedy  
NOTARY PUBLIC

My commission expires: 08.28.2021



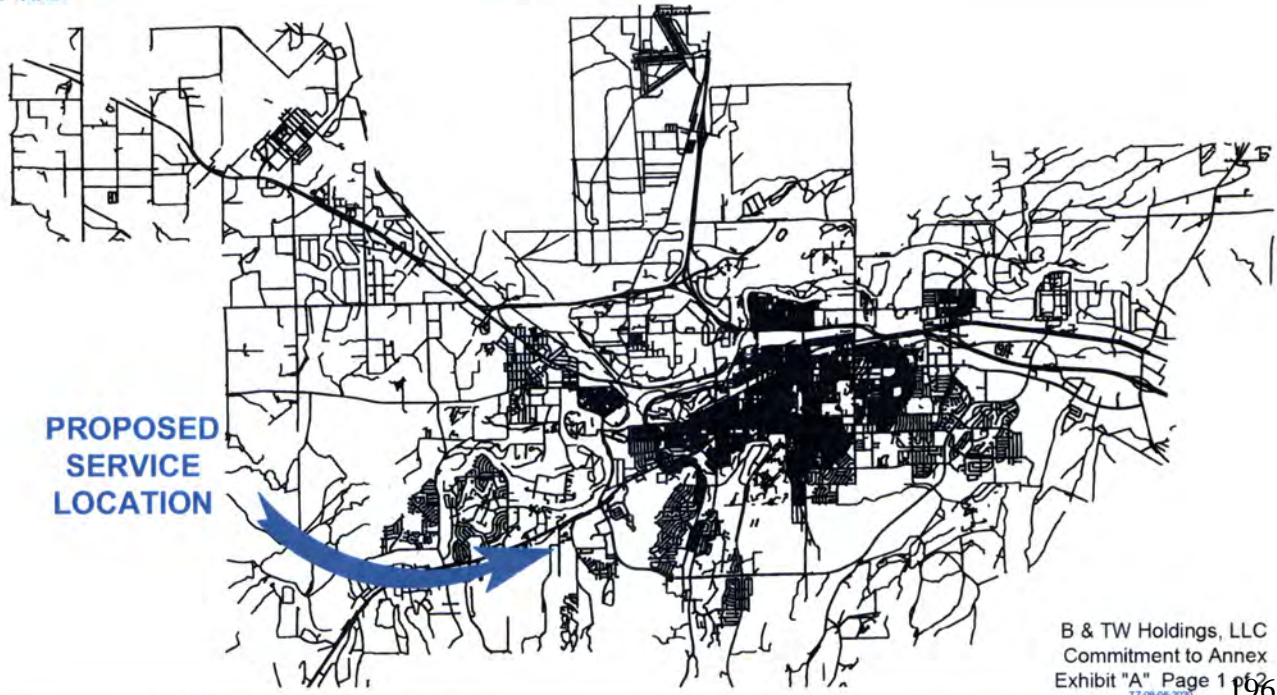
VICINITY MAP  
NOT TO SCALE

# LOCATION MAP EXHIBIT "A"



VICINITY MAP  
NOT TO SCALE

# VICINITY MAP





U.S.A. DESIGN PATENT 4139248-1979  
CANADIAN PATENT 10655729, 1979

1977

HOUSTON, TEXAS, U.S.A.

# SWINGLE RANCH TRACTS

This is to certify that Charles H. Swingle and Eva Swingle, husband and wife are the sole owners and proprietors of the South One Half (S. 1/2) of Section Twenty-four (24) Township Thirty-three (33) North, Range Eighty (80) West of the Sixth (6th) Principal Meridian in Natrona County, Wyoming, and that the above and foregoing sub-division of the said land as appears on this plat is with the free consent and in accordance with the desires of the undersigned owners and proprietors; that this plat is supplemental to and amendatory of the original plat and dedication of the same subdivision as the same appears of record in Book 33 of Deeds at Page 191 records of Natrona County, Wyoming, and is made and filed for the purpose of correcting technical errors in said original plat and dedication; that said undersigned owners and proprietors hereby waive and release any and all rights in and to said above lands under and by virtue of the Homestead Exemption laws of the State of Wyoming, and that the streets and alleys as shown hereon are hereby dedicated to the Public use.

Witness: CR Blogner Charles H. Swingle  
Eva Swingle

The State of Wyoming, } ss.  
County of Natrona.

On this 17<sup>th</sup> day of May, A.D. 1923, before me personally appeared Charles H. Swingle and Eva Swingle, husband and wife, to me known to be the persons described in and who executed the above and foregoing instrument and acknowledged that they signed, sealed and delivered the same as their free act and deed, for the uses and purposes therein set forth, including the release and waiver of the right of homestead, the said wife having been by me fully apprised of her right and the effect of signing and acknowledging the said instrument.

Given under my hand and Notarial Seal this 17<sup>th</sup> day of May, A.D. 1923.

CR Blogner  
Notary Public

My commission expires June 19<sup>th</sup>, 1923

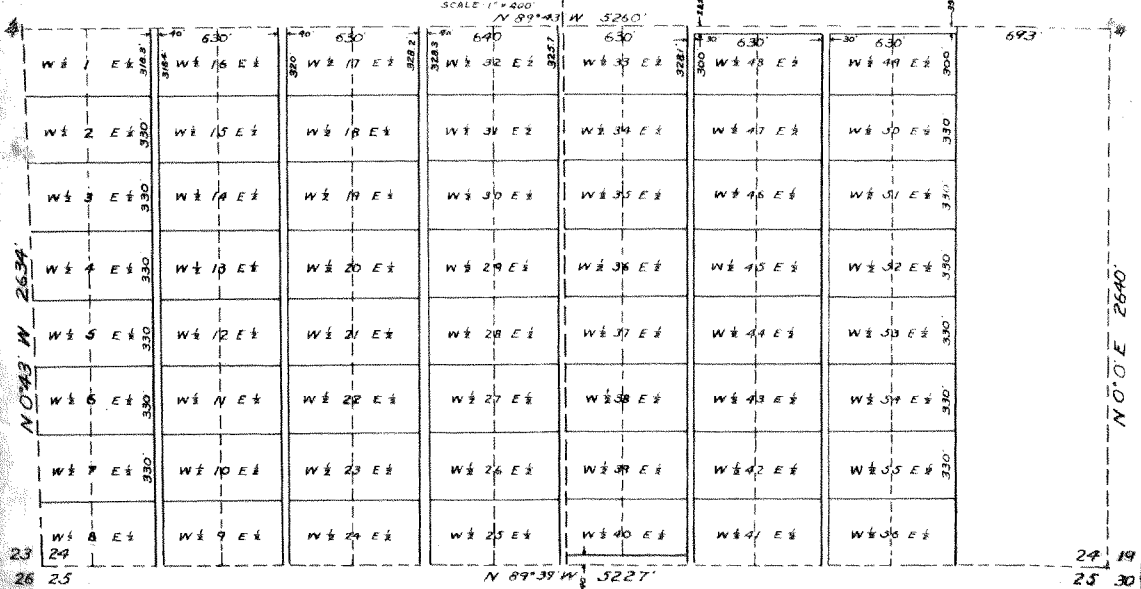
The State of Wyoming, } ss.  
County of Natrona.

Albert M. Zuill of Casper, Wyoming, of lawful age and first duly sworn according to Law, on his oath says; that he is a licensed engineer in the State of Wyoming; that he made a survey of the South one-half (S. 1/2) of Section twenty four (24) Township thirty three (33) North, Range eighty (80) West of the sixth (6th) Principal Meridian in Natrona County, Wyoming, at the request of Charles H. Swingle and Eva Swingle, husband and wife, owners and proprietors of the land that they subdivided said land into Tracts and Streets as shown by the Plat to which this certificate is attached and of which it forms a part and that said Plat is a true and correct representation of said Survey.

Albert M. Zuill  
Surveyor  
CR Blogner  
Notary Public.

Subscribed in my presence and sworn to before me this 17<sup>th</sup> day of May, A.D. 1923.  
My commission expires June 19<sup>th</sup>, 1923.

SUBDIVISION  
SOUTH 1/2 SECTION 24, T. 33 N., R. 80 W.  
OF  
6<sup>TH</sup> PRINCIPAL MERIDIAN.



RESOLUTION NO.20-181

A RESOLUTION AUTHORIZING A CONTRACT FOR  
OUTSIDE-CITY WATER SERVICE WITH B & TW  
HOLDINGS, LLC.

WHEREAS, B & TW Holdings, LLC has requested outside-City water service from the City of Casper for the E1/2 of Tracts 47 and 48 of the Swingle Ranch Tracts with an address of 3703 Squaw Creek Road, Casper, Wyoming 82604; and,

WHEREAS, a contract for providing such water service has been proposed containing obligations concerning all parties; and,

WHEREAS, such contract is deemed to be in the best interest of the City of Casper.

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 Outside-City Water Service with B & TW Holdings, LLC, PO Box 669, Mills, Wyoming 82644.

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2020.

APPROVED AS TO FORM:

  
\_\_\_\_\_


ATTEST:

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

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

September 2, 2020

MEMO TO: J. Carter Napier, City Manager 

FROM: Andrew Beamer, P.E., Public Services Director  
Bruce Martin, Public Utilities Manager

SUBJECT: Authorizing a Contract for Outside-City Water Service with the Steven L. Wilson Living Trust

**Meeting Type & Date**

Regular Council Meeting  
September 15, 2020

**Action Type**

Resolution

**Recommendation**

That Council, by resolution, authorize a Contract for Outside-City Water Service with the Steven L. Wilson Living Trust.

**Summary**

This contract provides Outside-City water service for 4500 Squaw Creek Road, a parcel of land located west of Casper in the Squaw Creek Area. The property will obtain water service by connecting to the new 12-inch West Casper Zone II water main located in Brandywine Road. The property is located approximately 1,000 feet south of the water main. The Natrona County Board of Commissioners have authorized a License to the Owners for installation of the water service line in the Brandywine Road Right of Way. A curb stop and meter pit will be located within the water main easement with City ownership and responsibility ending at the curb stop. The Owners will furnish, install, own, and maintain the meter pit and water service line from the curb stop to the residence.

This property is not contiguous to the Casper City limits and a Commitment to Annex has been signed as it is within Casper's growth boundary. The Public Utilities Advisory Board conceptually approved the contract at its August 26, 2020 meeting and has recommended Council approval.

**Financial Considerations**

No financial considerations

**Oversight/Project Responsibility**

Bruce Martin, Public Utilities Manager

**Attachments**

Resolution  
Agreement  
Commitment to Annex

Steven L. Wilson Living Trust  
Contract for Outside-City Water Service

## CONTRACT FOR OUTSIDE-CITY WATER SERVICE

THIS AGREEMENT is made, dated, and signed this 31 day of August, 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 Steven L. Wilson Living Trust, 4500 Squaw Creek Road, Casper, Wyoming 82604; hereinafter referred to as "Owner."

### RECITALS

- A. Owner is the owner of certain land as described in Exhibit "A" (attached hereto and made a part of this agreement), being Lot 4A of the Zephyr Estates, located in the NE1/4 of the NW1/4 of Section 25, Township 33 North, Range 80 West of the 6<sup>th</sup> P.M., in Natrona County, Wyoming, with an address of 4500 Squaw Creek Road, Casper Wyoming 82604, which is not within the corporate limits of the City of Casper; and,
- B. Owner desires to obtain water service from City for such property as described in Exhibit "A"; and,
- C. Owner can connect by a service line into the 12-inch water main located in Brandywine Road; and,
- D. Owner has obtained License 29-20-03, attached as Exhibit "B", from Natrona County Board of Commissioners authorizing the water service to be placed in the Brandywine Road right of way; and,
- E. Owner and City have agreed to such outside-city water service under the terms and conditions of this Agreement.

NOW THEREFORE, it is hereby agreed among the parties as follows:

#### 1. Service

- a. The property served shall be limited to that described in Exhibit "A." No other properties shall be served without the express permission of the City Council of the City of Casper.
- b. Owner shall be allotted one (1), ¾ or 1-inch water service connection and meter to the property shown on Exhibit "A." No other properties may be served from this connection.
- c. The water service line curb box shall be installed approximately ten (10) feet from the transmission line located in Brandywine Road. A meter pit and water meter shall be installed by Owner immediately downstream of the curb box.
- d. The City shall own, operate, and maintain the individual service line to the curb stop. The Owner shall own, operate, and maintain the meter pit.



- e. The Owner shall, at Owner's sole cost and expense, install a water service line from the meter pit to the Owner's property.
- f. The Owner shall own, operate and maintain the water service line beyond the curb box.
- g. The Owner shall be responsible for obtaining easements from other property owners for the water service line as needed at its sole cost and expense.

2. Right of Inspection

- a. The City shall have the right to inspect all water system construction. All water system construction must meet City requirements. Before connection of the water services to any building, all work must be accepted and approved by the City.
- b. The curb box for the water service line shall be protected during the subsequent course of developing the property from damage, and the Owner shall be wholly responsible for the repair and replacement to the City'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.

3. Charges for Service

- a. All meter pits, vaults, and water meters, as required by the City's staff, shall be obtained and installed by and at the Owner's sole cost and expense according to the rules and regulations of the City. The meter pit or vault shall remain the property of the Owner and be located on the property lines or within the water line easement.
- b. Owner will pay to the City the then-current outside-City system investment charge for each connection (lot) to be served with water. The Owner shall also pay to the Central Wyoming Regional Water System Joint Powers Board, the then-current Regional Water System investment charge for each connection to be served with water. Payment will be made prior to actual receipt of water service provided by the City.
- c. The charge for water service provided shall be at the City's existing rate as the same shall apply from time to time for all retail outside-City water service, until such time as said property is annexed into the City of Casper. After annexation, the rates will be the existing rates for retail inside-City water service.

4. Regulation

- a. Water service to be provided shall be only to the extent provided for herein and to the extent that said water service is available and above that which is necessary to

satisfy the needs of the incorporated area of the City of Casper. In times of drought, extreme demand, or facility failure, water service may not be available.

- b. Owner shall make the necessary provisions so that each building to be served shall have a pressure reducing valve limiting pressure to a maximum of 60 psi, and shall encourage all residents to adhere to the following water saving device recommendations: toilets with a maximum flush of 3 1/3 gallons; aerators which provide for a maximum flow of 1 gpm on all bathroom sinks; and water saving shower heads to limit flow to maximum 3.0 gpm.
- c. The Owner agrees to abide by the rules and regulations of the City regarding the use of its water and sewer facilities, all relevant ordinances of the City of Casper relating to water and sewer service; all other state and federal laws, rules, and regulations including, but not limited to, all provisions of the Federal Pretreatment Regulations (40CFR, Part 403), and all City ordinances relating to industrial pretreatment.

5. Fire Flows

- a. The Owner agrees that fire flow capabilities to his properties are impractical at this time. The Owner, by signing this agreement, understands that there are certain risks that Owner and Owner's property may be subject to by not having fire flow capabilities. The Owner is willing to assume these risks and irrevocably, fully and forever releases and discharges the City of Casper, the City Council, and its mayor, the Casper Public Utilities Board, and all their officers, employees, agents, managers, and contractors from all negligence, claims, demands, liabilities, causes of action, or damages of any kind relating to any harm, personal injury, wrongful death, property damage, or debt suffered resulting from lack of fire flow to Owner's property.
- b. The terms of this release in this Agreement are contractual and not a mere recital. If the property is owned or leased by the Owner, and anyone else as husband and wife, tenants in common, partnership, corporation, or any other legal entity other than an individual, Owner hereby states and certifies that the Owner is authorized by such individual or other entity to bind such individual or entity to this release. This release shall be binding upon the Owner's personal representatives, heirs, successors, and/or assigns. The Owner acknowledges by execution of this release that Owner fully understands these provisions and fully and voluntarily enters into them. This release shall not affect any immunities of the City of Casper pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 et seq., as amended.

6. Construction Term

The Owner shall be allowed two (2) years from the time of consummation of this Agreement to complete the water service line construction and necessary

improvements. Should the construction not be completed within this time period, this Agreement shall automatically become null and void.

7. Annexation

- a. The Owner hereby agrees to annex its property to the City upon the request of the City Council, or upon a property owner's petition for the annexation thereof. The Owner and its mortgagee(s) shall execute a commitment to annex its property to the City of Casper on a form acceptable to the City of Casper. The commitment to annex form shall be executed concurrently with this agreement. It shall provide that the commitment to annex shall be binding upon the Owner and its mortgagee(s), their heirs, successors, and assigns forever, and shall be included in every sale, conveyance or mortgage involving the above-described property. It shall further run with and bind the real property described and set forth in Exhibit "A." This Agreement shall terminate, and be null and void between the parties, and the City shall have the right to terminate all services provided under this Agreement if the Owner fails to annex its property to the City within one (1) year after being requested to do so by the City Council, or within one (1) year after the City Council's approval of a property owner's petition for the annexation thereof.
- b. Upon annexation and thereafter, Outside Property Owners shall dedicate all rights of way and easements deemed necessary to the City, all in a form acceptable to the City and meeting Casper Municipal Code requirements.
- c. Upon annexation and thereafter, Outside Property Owners, at their sole cost and expense, shall plat any unplatted property in accordance with requirements set forth in the Casper Municipal Code.
- d. Upon annexation and thereafter, Outside Property Owners shall agree to waive any statutory right to oppose City zoning requirements or designations as set forth in the Casper Municipal Code.

8. Future Improvements

- a. The Owner agrees to participate in future water system, sewer system, street improvements, sidewalk improvements, street lighting improvements, and other needed municipal improvements in Brandywine and/or Squaw Creek at the request of the City Council of Casper. The participation may be with the City of Casper, an Improvement and Service District, a Water and Sewer District, or a private developer.
- b. Future design and construction costs include, but are not limited to, planning, design, construction, land acquisition, financing, and legal.
- c. The Owner agrees to and hereby waives any statutory right to protest the commitment to participate in future water system, sewer system, street, sidewalk,

street lighting, or other needed municipal system improvements. The Owner further agrees to and hereby waives any statutory right to protest the creation of a Local Assessment District, an Improvement and Service District, or a Water and Sewer District established for the purpose of street, sidewalk, street lighting, or other needed municipal improvements which would encompass his property.

- d. This commitment to participate in future water system, sewer system, street, sidewalk, street lighting, or other municipal improvement design and construction shall be included in every sale, conveyance, or mortgage involving the above described property and shall be binding upon the current owners and mortgagees, and all heirs, successors in interest and assigns. This commitment shall be binding upon and run with the land set forth herein.
- e. Needed water and sewer main extensions/improvements including, but not limited to, planning, design, land acquisition, and construction are the responsibility of the Outside Property Owner. Water and sewer main extensions must extend to and through the property. Water and sewer service lines must not extend in rights of way beyond the property line without approval of the City Engineer. Outside Property Owners are responsible for the costs associated with the extensions/improvements.

9. Discontinuance of Utility Services/Remedies

- a. A utility service provided under this Agreement may be discontinued in accordance with Casper Municipal Code Section 13.03.070, or for any material breach of this Agreement by the Owner.
- b. The remedies in this section are in addition to any other remedies in this Agreement, or which the City may otherwise have at law or equity, and are not a limitation on the same. The Owner further agrees to pay all reasonable attorneys' fees, court costs, and litigation costs if the City must enforce the provisions of this Agreement in a court of law.

10. General Provisions

- a. Successors, Assigns and Recording: 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 and set forth in Exhibit "A" attached hereto, and shall be recorded in the Natrona County real estate records by the City at the Owner's sole cost and expense. 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 any term of this Agreement is to any extent illegal, otherwise invalid, or incapable of being enforced, such term shall be excluded to the extent of such invalidity or unenforceability; all other terms hereof shall remain in full force and effect; and, to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term. If application of this Severability provision should materially and adversely affect the economic substance of the transactions contemplated hereby, the Party adversely impacted shall be entitled to compensation for such adverse impact, provided the reason for the invalidity or unenforceability of a term is not due to the misconduct by the Party seeking such compensation.
- 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:

Owner Info  
Steven L. Wilson Living Trust  
4500 Squaw Creek Road  
Casper, Wyoming 82604

City of Casper  
Attn: Public Services Director  
200 North David  
Casper, Wyoming 82601

- 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.

[The rest of this page is intentionally left blank.]

EXECUTED the day and year first above written.

APPROVED AS TO FORM:



ATTEST:

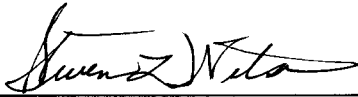
CITY OF CASPER, WYOMING  
A Municipal Corporation:

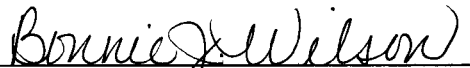
\_\_\_\_\_  
Fleur Tremel  
City Clerk

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

OWNERS:

Steven L. Wilson Living Trust  
4500 Squaw Creek Road  
Casper, Wyoming 82604

  
\_\_\_\_\_  
Steven L. Wilson  
Trustee

  
\_\_\_\_\_  
Bonnie J. Wilson  
Trustee

The undersigned mortgagee for the Steven L. Wilson Living Trust hereby agrees to, consents, and ratifies this agreement.

\_\_\_\_\_  
Date

NONE  
\_\_\_\_\_  
MORTGAGEE

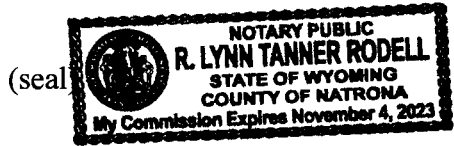
By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF WYOMING )  
 ) ss.  
COUNTY OF NATRONA )

This instrument was acknowledged before me this 31 day of August, 2020,  
by Steven L. Wilson as Trustee for the Steven L. Wilson Living Trust.

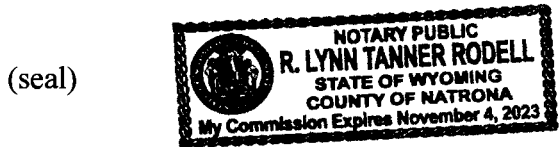


R. Lynn Tanner Rodell  
NOTARY PUBLIC

My commission expires: 11/4/23

STATE OF WYOMING )  
 ) ss.  
COUNTY OF NATRONA )

This instrument was acknowledged before me this 31 day of August, 2020,  
by Bonnie J. Wilson as Trustee for the Steven L. Wilson Living Trust.



R. Lynn Tanner Rodell  
NOTARY PUBLIC

My commission expires: 11/4/23

STATE OF WYOMING )  
 ) ss.  
COUNTY OF NATRONA )

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by  
\_\_\_\_\_ as \_\_\_\_\_  
of \_\_\_\_\_ the Mortgagee.

(seal) \_\_\_\_\_ NOTARY PUBLIC

My commission expires: \_\_\_\_\_



STATE OF WYOMING     )  
  ) ss.  
COUNTY OF NATRONA    )

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by Steven K. Freel as the Mayor of City of Casper, Wyoming, a Wyoming municipal corporation.

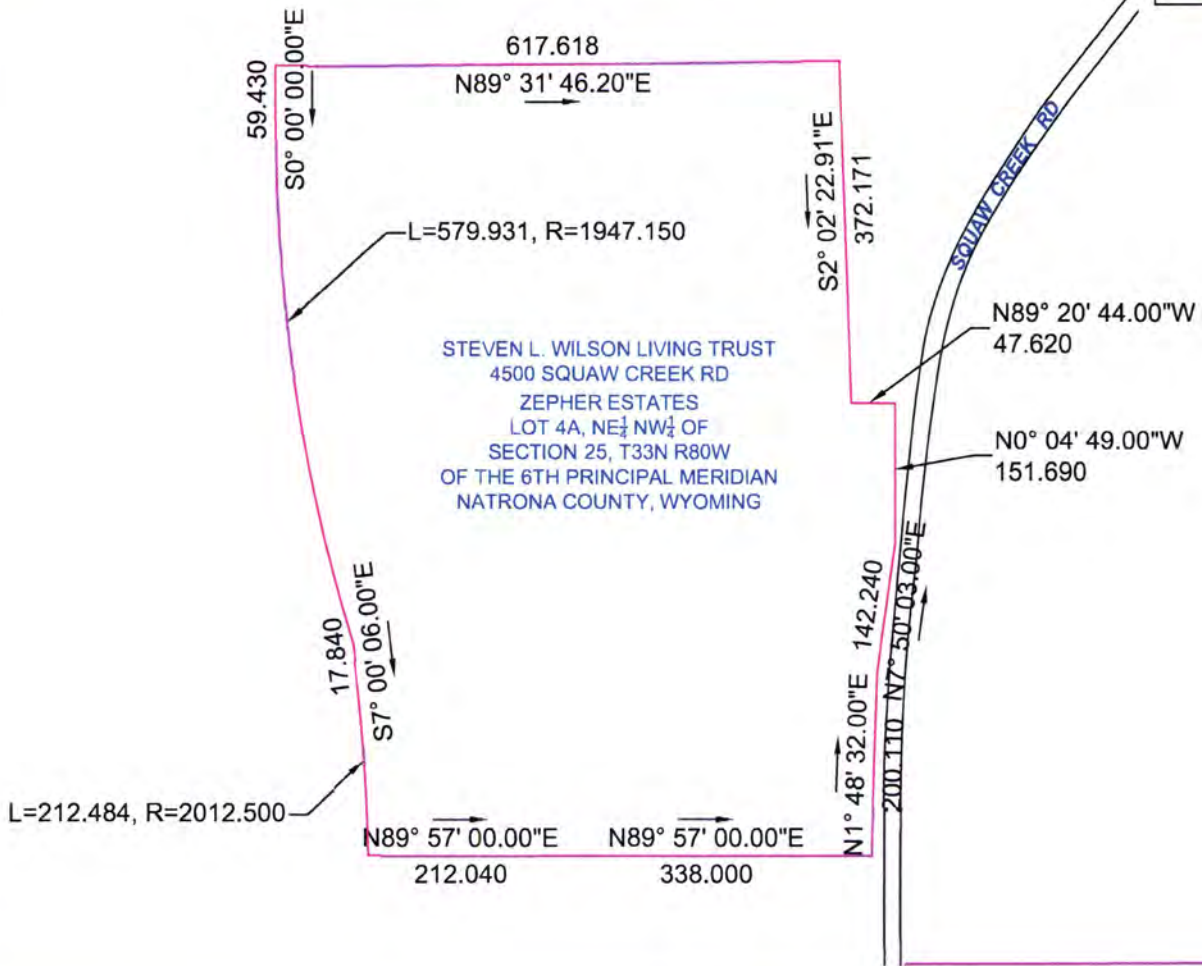
(seal)

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires: \_\_\_\_\_

VICINITY MAP  
NOT TO SCALE

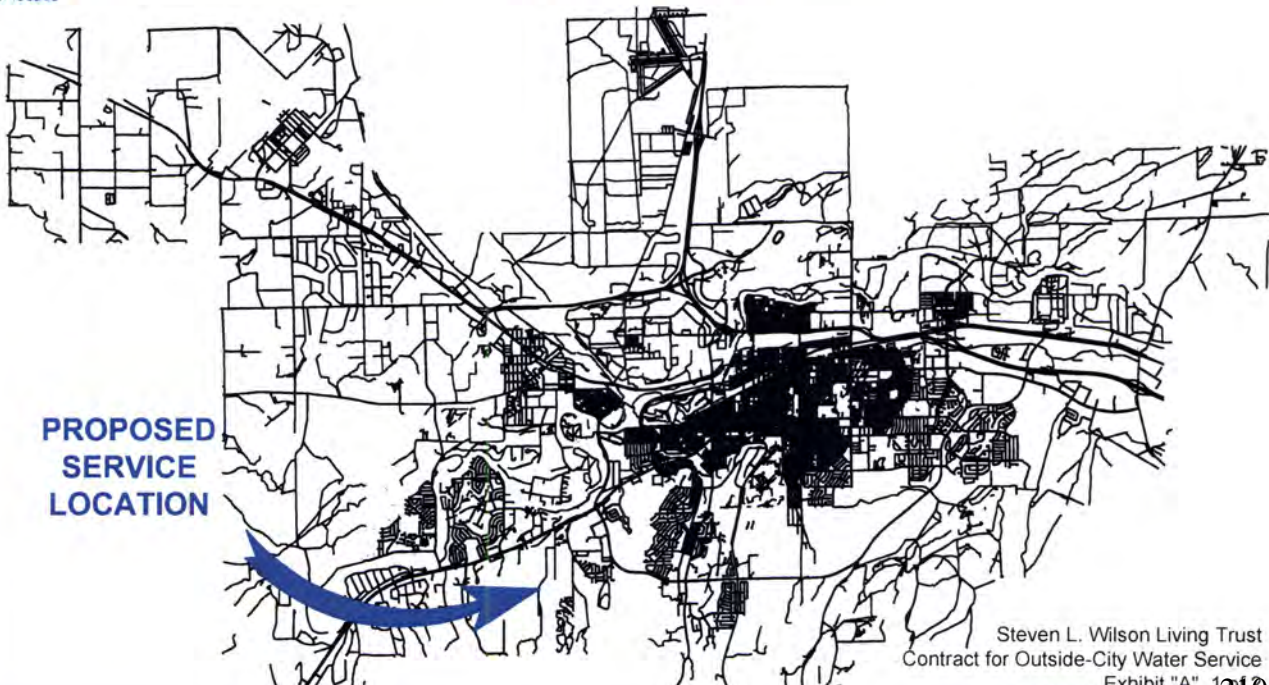
# LOCATION MAP EXHIBIT "A"



VICINITY MAP  
NOT TO SCALE

# VICINITY MAP

PROPOSED  
SERVICE  
LOCATION



Steven L. Wilson Living Trust  
Contract for Outside-City Water Service  
Exhibit "A" 1210

**CERTIFICATE OF DEDICATION**

J. C. BRADLEY, MANAGING PARTNER, ZEPHYR ESTATES L.L.C., A WYOMING LIMITED LIABILITY COMPANY AND STEVEN L. WILSON, TRUSTEE AND BONNIE L. WILSON, TRUSTEE OF THE STEVEN L. WILSON LIVING TRUST, DATED APRIL 4, 2000, HEREBY CERTIFY THAT THEY ARE THE OWNERS OF LOT 4, ZEPHYR ESTATES - PHASE 1 AND PORTIONS OF THE NE1/4 AND NW1/4 SECTION 25, T. 33 N., R. 80 W., 6TH PRINCIPAL MERIDIAN, NATRONA COUNTY, WYOMING AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH 1/4 CORNER OF SECTION 25; THENCE N. 89° 43' 10" W., 47.70 FEET TO THE NE CORNER OF SAID LOT 4 AND THE TRUE POINT OF BEGINNING;

THENCE N. 89° 43' 10" W., 659.52 FEET ALONG THE NORTH LINE OF SECTION 25 TO THE SW CORNER OF THE PARCEL BEING DESCRIBED;

THENCE S. 0° 00' 00" W., 59.43 TO THE BEGINNING OF A TRUE CURVE TO THE LEFT;

THENCE ALONG A TRUE CURVE TO THE LEFT HAVING A RADIUS OF 1947.5 FEET AND A DELTA OF 17° 00' 06" FOR A DISTANCE OF 577.70 FEET;

THENCE S. 17° 00' 06" E., 17.84 FEET TO THE BEGINNING OF A TRUE CURVE TO THE RIGHT;

THENCE ALONG A TRUE CURVE TO THE RIGHT HAVING A RADIUS OF 2087.15 FEET AND A DELTA OF 5° 53' 24" FOR A DISTANCE OF 212.50 FEET TO THE SW CORNER OF SAID PARCEL;

THENCE N. 89° 57' 00" E., 550.00 TO A CORNER OF SAID LOT 4;

THENCE N. 1° 48' 32" E., 200.11 FEET ALONG THE WEST SIDE OF NATRONA COUNTY ROAD 502 TO A CORNER OF SAID LOT 4;

THENCE N. 0° 50' 00" E., 142.24 FEET ALONG THE WEST SIDE OF NATRONA COUNTY ROAD 502 TO A CORNER OF SAID LOT 4;

THENCE N. 0° 04' 49" W., 151.69 FEET TO A CORNER OF SAID LOT 4;

THENCE N. 88° 20' 44" W., 47.52 FEET TO A CORNER OF SAID LOT 4;

THENCE N. 0° 05' 00" W., 355.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 12.516 ACRES, MORE OR LESS.

THE SUBDIVISION OF THE ABOVE DESCRIBED LANDS IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE ABOVE NAMED OWNERS AND PROPRIETORS THE NAME OF THE SUBDIVISION SHALL BE KNOWN AS ZEPHYR ESTATES LOT 4A.

J. C. BRADLEY, ZEPHYR ESTATES L.L.C. MANAGING PARTNER  
 STEVEN L. WILSON, TRUSTEE  
 BONNIE L. WILSON, TRUSTEE  
 STEVEN L. WILSON LIVING TRUST  
 DATED APRIL 4, 2000

STATE OF WYOMING ) SS  
 COUNTY OF NATRONA )  
 I, \_\_\_\_\_, COUNTY CLERK, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY J. C. BRADLEY, MANAGING PARTNER, ZEPHYR ESTATES, L.L.C. ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016.

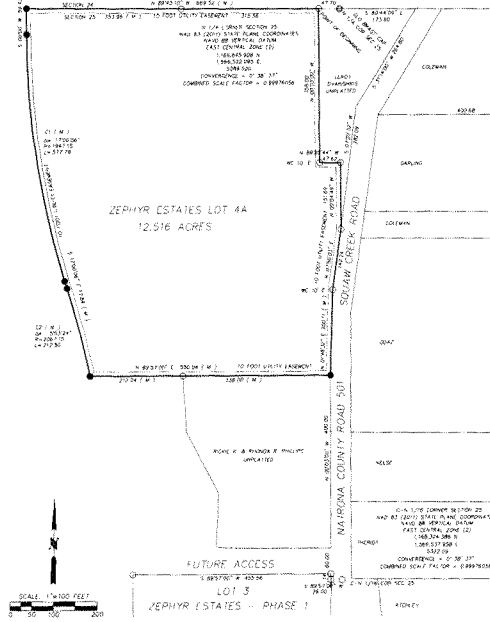
WITNESS MY HAND AND OFFICIAL SEAL.  
 MY COMMISSION EXPIRES: \_\_\_\_\_ NOTARY PUBLIC

STATE OF WYOMING ) SS  
 COUNTY OF NATRONA )  
 I, \_\_\_\_\_, COUNTY CLERK, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY STEVEN L. WILSON, TRUSTEE AND BONNIE L. WILSON, TRUSTEE OF THE STEVEN L. WILSON LIVING TRUST, DATED APRIL 4, 2000, ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016.

WITNESS MY HAND AND OFFICIAL SEAL.  
 MY COMMISSION EXPIRES: \_\_\_\_\_ NOTARY PUBLIC

LADD ENGINEERING CO.  
 1811 BRIGHTON STREET  
 CASPER, WYOMING 82509

**PLAT OF  
 ZEPHYR ESTATES LOT 4A  
 A VACATION AND REPLAT OF LOT 4 - ZEPHYR ESTATES - PHASE 1  
 AND A PORTION OF THE NE1/4 NW1/4 SECTION 25  
 T. 33 N., R. 80 W., 6TH PRINCIPAL MERIDIAN  
 NATRONA COUNTY, WYOMING**



**LEGEND**

--- SUBDIVISION BOUNDARY  
 ○ FOUND ZEPHYR ESTATES 7 1/2" ALUMINUM CAP  
 ● SET 5/8" x 24" REBAR WITH 2 1/2" ALUMINUM CAP  
 WC = WITNESS CORNER

**NOTE**

BASES ON BEARINGS - OCCASION BASED ON GPS  
 DISTANCES ARE GROUND LENGTH  
 COORDINATES ARE NAD 83 (2011)  
 WYOMING STATE PLANE - EAST CENTRAL ZONE (2)  
 ELEVATIONS ARE NAVD 88  
 ERROR OF CLOSURE = 0 PART IN 58,162  
 BEARINGS AND DISTANCES ARE MEASURED UNLESS NOTED  
 (M) BEARINGS AND DISTANCES ARE MEASURED

**APPROVALS:**

INSPECTED AND APPROVED ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016  
 \_\_\_\_\_  
 COUNTY SURVEYOR

INSPECTED AND APPROVED ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016  
 \_\_\_\_\_  
 COUNTY HEALTH DEPARTMENT

INSPECTED AND APPROVED ON THIS 22<sup>nd</sup> DAY OF August, 2016  
 \_\_\_\_\_  
 COUNTY DEVELOPMENT DIRECTOR

**CERTIFICATE OF SURVEYOR**

I, WILLIAM G. LADD, A REGISTERED PROFESSIONAL ENGINEER AND LAND SURVEYOR, LICENSE NO. 519, DO HEREBY CERTIFY THAT THIS PLAT WAS MADE FROM NOTES TAKEN DURING AN ACTUAL SURVEY MADE BY ME DURING THE MONTHS OF MAY AND JUNE, 2016 AND THAT THIS PLAT, TO THE BEST OF MY KNOWLEDGE AND BELIEF, CORRECTLY AND ACCURATELY REPRESENTS SAID SURVEY.



# LICENSE

Date January 15, 2020

Road Brandywine Road

The BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF NATRONA, STATE OF WYOMING, (hereinafter called the "Board"), hereby grants a license to Steven L Wilson Living Trust 4/4/2000

(hereinafter called the "Licensee"), to construct, maintain, use and operate 1" Waterline Tap / 2" HDPE Waterline (hereinafter called the "Facility"), located in Section 25 Township 33-80 N, Range W, upon the property of the County of Natrona, acquired for and utilized in the operation and maintenance of a county road in the locations and positions and in strict accordance with the specifications shown on the print dated 1/15/20, attached hereto, marked Exhibit "A", and by this reference specifically made a part hereof.

This license is granted upon such express terms and conditions as are inserted below, and should the Licensee at any time violate any of the said terms or conditions herein contained or use or attempt to use said facility for any other or different purpose than that above specified, or refuse or fail to comply with any rule or direction of the County Road and Bridge Superintendent, made by said Superintendent under his general supervisory powers of control and supervision of county roads for the use and safety of the general public, then the Board may, at its option, immediately revoke this license.

This license is subject to the following conditions:

FIRST. The work of constructing, altering and maintaining of the Facilities shall be prosecuted and completed in a good and workmanlike manner at the sole expense of the Licensee and under supervision of, and to satisfactorily meet the specifications of the County Road and Bridge Superintendent. Such work of construction, alteration and maintenance of the Facility shall be done in such a manner as to in no way interfere with the use, operation and maintenance by the County of Natrona of a county road for county road purposes, and in such manner as to in no way endanger the general public in use of said county road right-of-ways.

SECOND. The said Licensee shall give to the Board, through the County Road & Bridge Superintendent, at least ten days notice, in writing, before entering upon the county road right-of-way for the purpose of construction or alteration of the Facility or to make necessary repairs, except in case of genuine emergency requiring immediate repair, then in that event, the Licensee shall notify the Board, through the County Road & Bridge Superintendent, or local maintenance authority immediately enter upon the county road right-of-way and make necessary repairs. Licensee shall be responsible for any repairs necessary to road or right-of-way for 180 days after completion of construction.

THIRD. The said Licensee agrees to forever indemnify and defend the Board, their agents or employees, against and save them harmless from all liability for damage to property or injury to or death of persons, including all costs and expenses incident hereto, arising wholly or in part from or in connection with the existence of, construction, alteration, maintenance, repair, renewal, reconstruction, operation, use or removal of the said Facility as it pertains to county road property.

FOURTH. The Board reserves the right to use, occupy and enjoy its right-of-way for a county road and for county road purposes, in such manner and at such times as it shall desire, the same as if the instrument had not been executed by it. If any such use shall at any time necessitate any change in the location or manner of use of said Facility, or any part thereof, such change or alteration shall be made by the Licensee, at the sole expense of said Licensee, upon the demand of the Board, through the County Road & Bridge Superintendent, and neither the Board nor the County of Natrona shall be liable to the said Licensee on account thereof, or on account of any damage growing out of any use which the County of Natrona or the Board, or either of them, may make of its said right-of-way.

FIFTH. The Board shall have the right at any time to revoke this license by the giving of thirty (30) days notice in writing to the said Licensee, and at the expiration of the time limited by said notice, or upon the express revocation of this license for any of the causes enumerated herein, the Licensee shall promptly and in the manner directed by the Board, through the County Road & Bridge Superintendent, remove said Facility and each and every part thereof, hereby authorized, from the premises of the county road right-of-way and leave said premises in the same condition in which they were before the installation of said Facility. Upon the refusal or failure of the Licensee so to do, the Board may remove the Facility and each and every part thereof and restore the county road right-of-way to the same condition as before the granting of this license, and the Licensee hereby agrees promptly to pay to the County of Natrona the cost of said removal of the Facilities, and each and every part thereof.

SIXTH. The County of Natrona and the Board, for the purpose of this license, hereby disclaims any representation or implication that it retains any title in any county road right-of-way other than a perpetual easement for road purposes for so much land as described by the instrument conveying such easement. The Licensee by these present accepts notice and agrees that any expenses or damages incurred by said Licensee as a result of this disclaimer shall be borne by said Licensee at no expense whatsoever to the Board or the County of Natrona. It shall be also understood that on Access Facility Highways, ingress and egress shall be limited to those locations as designated by the Board, or their Designated Representative, and shown on plans on file in the office of the County Road Department and County Surveyor.

SEVENTH. The waiver of any breach of any of the terms or conditions of this Licensee shall be limited to the act or acts constituting such breach, and shall never be construed as being a continuing or permanent waiver of any such term or condition, all of which shall be and remain in full force and effect, as to the future acts or happenings, notwithstanding any such individual waiver or any breach thereof.

EIGHTH. The said Licensee agrees to locate underground facilities when needed by the County or other users for future construction and maintenance activities. This location information will include the marking of the facility on the ground, as specified by W.S. §37-12-301 et seq., with the appropriate color and including the nature and elevation of the utility and shall be used both horizontally and vertically, by coordinates, by a licensed land surveyor to a public land survey corner. This information shall be shown on plans created by the utility company or facility owner and a copy will be sent to the Natrona County Surveyor's Office in Casper, Wyoming. Costs for identifying and locating the facility will be the responsibility of the utility company or facility owner on County right-of-ways.

No official or employee of the County of Natrona, other than the Board of County Commissioners, shall have authority to waive any term or condition herein contained. Any amendments to this license agreement shall be in writing, signed by the licensee and designated representative of the county commissioners.

Date of Commencement Late Winter/Early Spring 2020  
(Five (5) day notice must be given County Road & Bridge Superintendent before start of construction)

Date of Completion Late Winter/Early Spring 2020  
(County Road & Bridge Superintendent must be notified within five (5) days after construction)

IN WITNESS WHEREOF, The Board of County Commissioners, has caused this license to be executed on the \_\_\_\_\_ day of \_\_\_\_\_, A.D., 19 \_\_\_\_\_.



My term of office expires  
**January 3, 2023**

ATTEST: Nancy Good  
County Clerk

COUNTY OF NATRONA  
By Michelle LaRue 2/4/2020  
Road & Bridge Superintendent  
By Shelby  
County Surveyor  
By John  
Chairman of the Board of County Commissioners

The undersigned, the Licensee mentioned in the foregoing License, hereby accepts the same, subject to the terms and conditions contained therein.

ATTEST: \_\_\_\_\_  
Secretary \_\_\_\_\_ President

(the original instrument must be recorded in the County Clerk's office by Licensee)

ORIGINAL - RECORDING FILE, YELLOW - COMMISSIONERS, PINK - COUNTY SURVEYOR, GOLDENROD - LICENSEE

4270 Coates Road  
Casper, WY 82404

No. 29-20-03

# EXHIBIT 'A' COUNTY OF NATRONA

APPLICATION FOR 1" Waterline Tap / 2" Waterline Service

Applicant: Steven L Wilson Living Trust 4/4/2000

Address: 4500 Squaw Creek Road Phone: 307-267-3473

Furnish the Following Information:

- 1) Location: Section 25, Township 33 North, Range 80 West.
- 2) County Road Designation Brandywine Road
- 3) Surface of County Road Gravel
- 4) Soils Type where applicable Sandy Loam
- 5) Reason for Application Water Service to new construction

6) Specifications: (Attach 3 copies where applicable)  
est. 1500LF 2" DR9 HDPE Pipe

7) Plan: (Attach 3 copies where applicable)

### SKETCH

"SEE ATTACHED DRAWING"

Approved:

Mitchell G. [Signature]  
Road and Bridge Superintendent

[Signature] 11/15/20  
Applicant or Agent Date

County Engineer

Wyo. Reg. P.E. Date

[Signature]  
County Commissioner

Approval Date: \_\_\_\_\_

Completion Date: \_\_\_\_\_

# Swingle Ranch Tracts

SWINGLE RANCH IMPROVEMENTS PROJECT

15.0'

**Legend**  
Feature 1

Gary & Gary Frank  
Lot 20

Bill Davenport  
Lot 29-31

Ashten Wilson  
Lot 21

Barbara Allen  
Golen Properties

Lot 37  
Barbara Allen

Ashton Wilson  
Lot 22

Steve Glasco

Swingle Ranch

Lot 26  
Matt Rich

LOT 23

Swingle Ranch

Lot 25  
Larry Grey

Lot 24

Zephyra Estates  
Lot 4A

Steve Wilson

House

502

Squaw Creek Rd



900 ft

Google Earth

© 2018 Google

Steven L. Wilson, Licensed Professional Engineer  
Contractor Outside City Water Service  
Exhibit B - Page 3 of 6

**COMMITMENT TO ANNEX TO THE CITY OF CASPER, WYOMING**  
(Individual Form)

We, Steven L. Wilson Living Trust, respectively  
the owner(s) and mortgagee of the following described real estate located in Natrona County, to-  
wit:

**4500 SQUAW CREEK ROAD  
CASPER, WYOMING, NATRONA COUNTY  
PROPERTY AS DESCRIBED IN EXHIBIT "A" (attached hereto and made  
a part of this agreement)**

for valuable consideration, the receipt of which is hereby acknowledged, agree and commit to the  
annexation of the above-described property to the City of Casper, Wyoming at the request of the  
Casper City Council or on a property owner's petition. The undersigned further waive any  
statutory or other right to protest any such annexation.

This commitment to annex shall run with and bind the above described real property, and  
shall be included in every sale, conveyance or mortgage involving the above-described property.  
This commitment to annex shall be binding upon the Owner(s) and mortgagee, and their heirs,  
successors, and assigns forever.

\_\_\_\_\_  
Date   
\_\_\_\_\_  
Steven L. Wilson  
TRUSTEE

\_\_\_\_\_  
Date   
\_\_\_\_\_  
Bonnie J. Wilson  
TRUSTEE

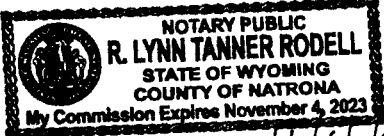
\_\_\_\_\_  
Date N/A  
\_\_\_\_\_  
MORTGAGEE

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF WYOMING )  
 ) ss.  
COUNTY OF NATRONA )

This instrument was acknowledged before me this 31 day of August, 2020,  
by Steven L. Wilson, as Trustee for the Steven L. Wilson Living Trust.

(seal)



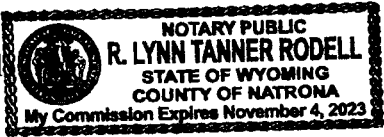
*R. Lynn Tanner Rodell*  
NOTARY PUBLIC

My commission expires: 11/4/23

STATE OF WYOMING )  
 ) ss.  
COUNTY OF NATRONA )

This instrument was acknowledged before me this 31 day of August, 2020,  
by Bonnie J. Wilson, as Trustee for the Steven L. Wilson Living Trust.

(seal)



*R. Lynn Tanner Rodell*  
NOTARY PUBLIC

My commission expires: 11/4/23

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,  
2020, by \_\_\_\_\_, as \_\_\_\_\_ of  
\_\_\_\_\_, MORTGAGEE.

(seal)

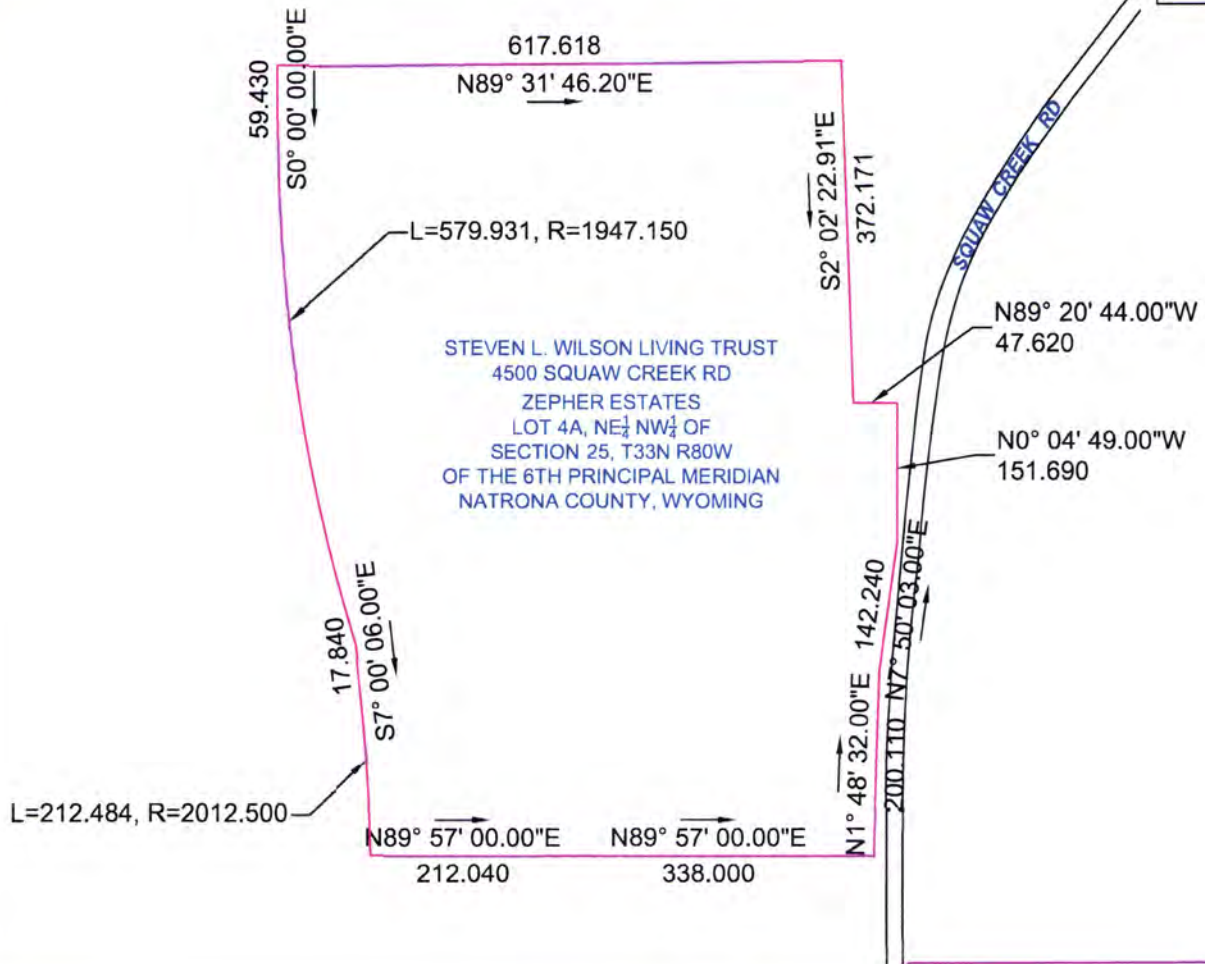
\_\_\_\_\_  
NOTARY PUBLIC

My commission expires: \_\_\_\_\_



VICINITY MAP  
NOT TO SCALE

# LOCATION MAP EXHIBIT "A"



VICINITY MAP  
NOT TO SCALE

# VICINITY MAP

PROPOSED  
SERVICE  
LOCATION



Steven L. Wilson Living Trust  
Commitment to Annex  
Exhibit "A" 1217

**CERTIFICATE OF DEDICATION**

J. C. BRADLEY, MANAGING PARTNER, ZEPHYR ESTATES L.L.C., A WYOMING LIMITED LIABILITY COMPANY AND STEVEN L. WILSON, TRUSTEE AND BONNIE L. WILSON, TRUSTEE OF THE STEVE L. WILSON LIVING TRUST, DATED APRIL 4, 2000, HEREBY CERTIFY THAT THEY ARE THE OWNERS OF LOT 4, ZEPHYR ESTATES - PHASE 1 AND PORTIONS OF THE NE1/4 AND NW1/4 SECTION 25, T. 33 N., R. 80 W., 6 TH PRINCIPAL MERIDIAN, NATRONA COUNTY, WYOMING AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH 1/4 CORNER OF SECTION 25; THENCE N. 89° 43' 10" W., 47.70 FEET TO THE NE CORNER OF SAID LOT 4 AND THE TRUE POINT OF BEGINNING;  
 THENCE N. 89° 43' 10" W., 669.52 FEET ALONG THE NORTH LINE OF SECTION 25 TO THE NW CORNER OF THE PARCEL BEING DESCRIBED;  
 THENCE S. 0° 00' 00" W., 59.43 TO THE BEGINNING OF A TRUE CURVE TO THE LEFT;  
 THENCE ALONG A TRUE CURVE TO THE LEFT HAVING A RADIUS OF 1947.15 FEET AND A DELTA OF 137° 00' 00" FOR A DISTANCE OF 577.19 FEET;  
 THENCE S. 137° 00' 00" E., 17.84 FEET TO THE BEGINNING OF A TRUE CURVE TO THE RIGHT;  
 THENCE ALONG A TRUE CURVE TO THE RIGHT HAVING A RADIUS OF 2007.15 FEET AND A DELTA OF 5° 53' 24" FOR A DISTANCE OF 212.50 FEET TO THE SW CORNER OF SAID PARCEL;  
 THENCE N. 89° 57' 00" E., 350.04 TO THE SE CORNER OF SAID PARCEL;  
 THENCE N. 1° 48' 32" E., 200.11 FEET ALONG THE WEST SIDE OF NATRONA COUNTY ROAD 502 TO A CORNER OF SAID LOT 4;  
 THENCE N. 7° 50' 03" E., 142.24 FEET ALONG THE WEST SIDE OF NATRONA COUNTY ROAD 502 TO A CORNER OF SAID LOT 4;  
 THENCE N. 0° 04' 49" W., 131.69 FEET TO A CORNER OF SAID LOT 4;  
 THENCE N. 89° 20' 44" W., 47.62 FEET TO A CORNER OF SAID LOT 4;  
 THENCE N. 0° 03' 00" W., 355.00 FEET TO THE POINT OF BEGINNING.

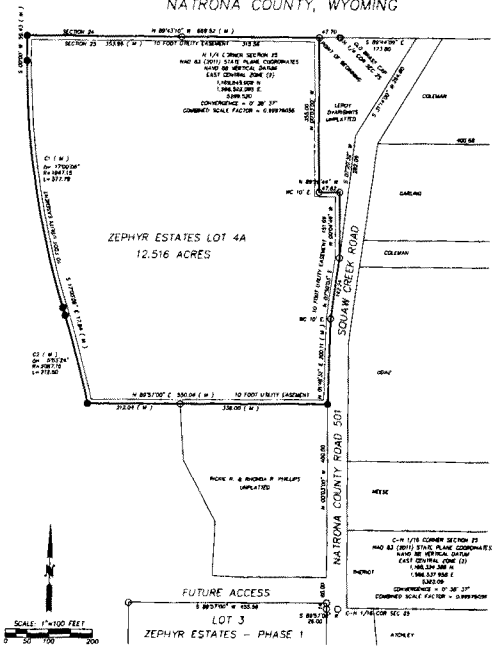
SAID PARCEL CONTAINS 12.516 ACRES, MORE OR LESS.  
 THE SUBDIVISION OF THE ABOVE DESCRIBED LANDS IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE ABOVE NAMED OWNERS AND PROPRIETORS. THE NAME OF THE SUBDIVISION SHALL BE KNOWN AS ZEPHYR ESTATES LOT 4A.

J. C. BRADLEY, MANAGING PARTNER, ZEPHYR ESTATES LLC  
 STEVEN L. WILSON, TRUSTEE, STEVEN L. WILSON LIVING TRUST  
 BONNIE L. WILSON, TRUSTEE, STEVEN L. WILSON LIVING TRUST  
 DATED APRIL 4, 2000

STATE OF WYOMING )  
 COUNTY OF NATRONA ) SS  
 THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY J. C. BRADLEY, MANAGING PARTNER, ZEPHYR ESTATES, LLC ON THIS 19th DAY OF August, 2016.  
 WITNESS MY HAND AND OFFICIAL SEAL.  
 MY COMMISSION EXPIRES: 10/22/2018  
 NOTARY PUBLIC

STATE OF WYOMING )  
 COUNTY OF NATRONA ) SS  
 THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY STEVEN L. WILSON, TRUSTEE AND BONNIE L. WILSON, TRUSTEE OF THE STEVEN L. WILSON LIVING TRUST, DATED APRIL 4, 2000, ON THIS 19th DAY OF August, 2016.  
 WITNESS MY HAND AND OFFICIAL SEAL.  
 MY COMMISSION EXPIRES: 10/22/2018  
 NOTARY PUBLIC

**PLAT OF  
 ZEPHYR ESTATES LOT 4A  
 A VACATION AND REPLAT OF LOT 4 - ZEPHYR ESTATES - PHASE 1  
 AND A PORTION OF THE NE1/4 SECTION 25  
 T. 33 N., R. 80 W., 6TH PRINCIPAL MERIDIAN  
 NATRONA COUNTY, WYOMING**



**LEGEND**  
 --- SUBDIVISION BOUNDARY  
 ○ FOUND ZEPHYR ESTATES 2 1/2" ALUMINUM CAP  
 ● SET 5/8" X 24" REBAR WITH 2 1/2" ALUMINUM CAP  
 MC = WITNESS CORNER

**NOTE**  
 BASIS OF BEARINGS - GEODESIC BASED ON GRS  
 DISTANCES ARE CIRCLED LENGTH  
 COORDINATES ARE NAD 83 (2011)  
 WYOMING STATE PLANE - EAST CENTRAL ZONE (2)  
 ELEVATIONS ARE NAVD 88  
 ERROR OF CLOSURE = 1 PART IN 98,182  
 BEARINGS AND DISTANCES ARE RECORDED AND MEASURED UNLESS NOTED  
 ( M ) BEARINGS AND DISTANCES ARE MEASURED

**APPROVALS:**  
 INSPECTED AND APPROVED ON THIS 19th DAY OF August, 2016  
 William R. G. [Signature]  
 COUNTY SURVEYOR

INSPECTED AND APPROVED ON THIS 19th DAY OF August, 2016  
 [Signature]  
 COUNTY HEALTH DEPARTMENT

INSPECTED AND APPROVED ON THIS 22nd DAY OF August, 2016  
 [Signature]  
 COUNTY DEVELOPMENT DIRECTOR

**CERTIFICATE OF SURVEYOR**  
 I, WILLIAM G. LADD, A REGISTERED PROFESSIONAL ENGINEER AND LAND SURVEYOR, LICENSE NO. 519, DO HEREBY CERTIFY THAT THIS PLAT WAS MADE FROM NOTES TAKEN DURING AN ACTUAL SURVEY MADE BY ME DURING THE MONTHS OF MAY AND JUNE, 2016 AND THAT THIS PLAT, TO THE BEST OF MY KNOWLEDGE AND BELIEF, CORRECTLY AND ACCURATELY REPRESENTS SAID SURVEY.





*First American*

# Guarantee

Lot Book Guarantee

ISSUED BY

**First American Title Insurance Company**

GUARANTEE NUMBER

**3558677**

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE LIMITS OF LIABILITY AND THE CONDITIONS AND STIPULATIONS OF THIS GUARANTEE,

**FIRST AMERICAN TITLE INSURANCE COMPANY**

a Nebraska corporation, herein called the Company

**GUARANTEES**

Steven L. Wilson, Trustee, aka Steve L. Wilson, Trustee, and Bonnie J. Wilson, Trustee of the Steven L. Wilson Living Trust dated April 4, 2000

the Assured named in Schedule A against actual monetary loss or damage not exceeding the liability stated in Schedule A, which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

---

*First American Title Insurance Company*

Dennis J. Gilmore  
President

Jeffrey S. Robinson  
Secretary

## SCHEDULE OF EXCLUSIONS FROM COVERAGE OF THIS GUARANTEE

1. Except to the extent that specific assurances are provided in Schedule A of this Guarantee, the Company assumes no liability for loss or damage by reason of the following:
  - (a) Defects, liens, encumbrances, adverse claims or other matters against the title, whether or not shown by the public records.
  - (b) Taxes or assessments of any taxing authority that levies taxes or assessments on real property; or, (2) Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not the matters excluded under (1) or (2) are shown by the records of the taxing authority or by the public records.
  - (c) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water, whether or not the matters excluded under (1), (2) or (3) are shown by the public records.
2. Notwithstanding any specific assurances which are provided in Schedule A of this Guarantee, the Company assumes no liability for loss or damage by reason of the following:
  - (a) Defects, liens, encumbrances, adverse claims or other matters affecting the title to any property beyond the lines of the land expressly described in the description set forth in Schedule (A), (C) or in Part 2 of this Guarantee, or title to streets, roads, avenues, lanes, ways or waterways to which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any structure or improvements; or any rights or easements therein, unless such property, rights or easements are expressly and specifically set forth in said description.
  - (b) Defects, liens, encumbrances, adverse claims or other matters, whether or not shown by the public records; (1) which are created, suffered, assumed or agreed to by one or more of the Assureds; (2) which result in no loss to the Assured; or (3) which do not result in the invalidity or potential invalidity of any judicial or non-judicial proceeding which is within the scope and purpose of the assurances provided.
  - (c) The identity of any party shown or referred to in Schedule A.
  - (d) The validity, legal effect or priority of any matter shown or referred to in this Guarantee.

## GUARANTEE CONDITIONS AND STIPULATIONS

### 1. Definition of Terms.

The following terms when used in the Guarantee mean:

- (a) the "Assured": the party or parties named as the Assured in this Guarantee, or on a supplemental writing executed by the Company.
- (b) "land": the land described or referred to in Schedule (A)(C) or in Part 2, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule (A)(C) or in Part 2, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
- (c) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
- (d) "public records": records established under state statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
- (e) "date": the effective date.

### 2. Notice of Claim to be Given by Assured Claimant.

An Assured shall notify the Company promptly in writing in case knowledge shall come to an Assured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as stated herein, and which might cause loss or damage for which the Company may be liable by virtue of this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any Assured unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

### 3. No Duty to Defend or Prosecute.

The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.

### 4. Company's Option to Defend or Prosecute Actions; Duty of Assured Claimant to Cooperate.

Even though the Company has no duty to defend or prosecute as set forth in Paragraph 3 above:

- (a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in (b), or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured, or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.
- (b) If the Company elects to exercise its options as stated in Paragraph 4(a) the Company shall have the right to select counsel of its choice (subject to the right of such Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.
- (c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.
- (d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, an Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of

such Assured for this purpose. Whenever requested by the Company, an Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

**5. Proof of Loss or Damage.**

In addition to and after the notices required under Section 2 of these Conditions and Stipulations have been provided to the Company, a proof of loss or damage signed and sworn to by the Assured shall be furnished to the Company within ninety (90) days after the Assured shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the matters covered by this Guarantee which constitute the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the Assured to provide the required proof of loss or damage, the Company's obligation to such assured under the Guarantee shall terminate. In addition, the Assured may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.

**6. Options to Pay or Otherwise Settle Claims: Termination of Liability.**

In case of a claim under this Guarantee, the Company shall have the following additional options:

- (a) To Pay or Tender Payment of the Amount of Liability or to Purchase the Indebtedness.  
The Company shall have the option to pay or settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Guarantee, or to pay the full amount of this Guarantee or, if this Guarantee is issued for the benefit of a holder of a mortgage or a lienholder, the Company shall have the option to

purchase the indebtedness secured by said mortgage or said lien for the amount owing thereon, together with any costs, reasonable attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of purchase. Such purchase, payment or tender of payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of claim has been given to the Company by the Assured the Company offers to purchase said indebtedness, the owner of such indebtedness shall transfer and assign said indebtedness, together with any collateral security, to the Company upon payment of the purchase price. Upon the exercise by the Company of the option provided for in Paragraph (a) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 4, and the Guarantee shall be surrendered to the Company for cancellation.

- (b) To Pay or Otherwise Settle With Parties Other Than the Assured or With the Assured Claimant.

To pay or otherwise settle with other parties for or in the name of an Assured claimant any claim assured against under this Guarantee, together with any costs, attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of the option provided for in Paragraph (b) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 4.

**7. Determination and Extent of Liability.**

This Guarantee is a contract of Indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in this Guarantee and only to the extent herein described, and subject to the Exclusions From Coverage of This Guarantee. The liability of the Company under this Guarantee to the Assured shall not exceed the least of:

- (a) the amount of liability stated in Schedule A or in Part 2;
- (b) the amount of the unpaid principal indebtedness secured by the mortgage of an Assured mortgagee, as limited or provided under Section 6 of these Conditions and Stipulations or as reduced under Section 9 of these Conditions and Stipulations, at the time the loss or damage assured against by this Guarantee occurs, together with interest thereon; or
- (c) the difference between the value of the estate or interest covered hereby as stated herein and the value of the estate or interest subject to any defect, lien or encumbrance assured against by this Guarantee.

**8. Limitation of Liability.**

- (a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including

litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

- (b) In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as stated herein.
- (c) The Company shall not be liable for loss or damage to any Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

**9. Reduction of Liability or Termination of Liability.**

All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 4 shall reduce the amount of liability pro tanto.

**10. Payment of Loss.**

- (a) No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.
- (b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within thirty (30) days thereafter.

**11. Subrogation Upon Payment or Settlement.**

Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant. The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

**12. Arbitration.**

Unless prohibited by applicable law, either the Company or the Assured may demand arbitration pursuant to the Title

Insurance Arbitration Rules of the American Land Title Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision or other obligation. All arbitrable matters when the Amount of Liability is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the amount of liability is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Assured. The Rules in effect at Date of Guarantee shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permits a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

**13. Liability Limited to This Guarantee; Guarantee Entire Contract.**

- (a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.
- (b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.
- (c) No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

**14. Notices, Where Sent.**

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at **First American Title Insurance Company, Attn: Claims National Intake Center, 1 First American Way, Santa Ana, California 92707** [Claims.NIC@firstam.com](mailto:Claims.NIC@firstam.com) Phone: 888-632-1642 Fax: 877-804-7606



*First American Title*



*First American*

# Schedule A

## Lot Book Guarantee

ISSUED BY

**First American Title Insurance Company**

GUARANTEE NUMBER

**3558677**

Order No.: 4519-3558677

Liability: \$100.00

Fee: \$75.00

1. Name of Assured: Steven L. Wilson, Trustee, aka Steve L. Wilson, Trustee, and Bonnie J. Wilson, Trustee of the Steven L. Wilson Living Trust dated April 4, 2000
2. Date of Guarantee: August 21, 2020 at 5:00 p.m.

The assurances referred to on the face page hereof are:

That, according to the Company's property records relative to the following described land (but without examination of those Company records maintained and indexed by name):

**LOT 4A, ZEPHYR ESTATES LOT 4A, NATRONA COUNTY, WYOMING ACCORDING TO THE PLAT RECORDED AUGUST 22, 2016 AS INSTRUMENT NO. 1017201**

- A. The last recorded instrument purporting to transfer title to said land is: Warranty Deed recorded April 15, 2014 as Instrument No. 969540 and Warranty Deed recorded August 8, 2014 as Instrument No. 976504 and Quitclaim Deed recorded August 18, 2016 as Instrument No. 1017107 purporting to vest title in Steven L. Wilson, Trustee, aka Steve L. Wilson, Trustee, and Bonnie J. Wilson, Trustee of the Steven L. Wilson Living Trust dated April 4, 2000
- B. There are no mortgages or deeds of trust which purport to affect title to said land, other than those shown below under Exceptions.
- C. \* There are no (homesteads, agreements to convey, attachments, notices of non-responsibility, notices of completion, tax deeds) which purport to affect title to said land, other than shown below under Exceptions.

No guarantee is made regarding (a) matters affecting the beneficial interest of any mortgage or deed of trust which may be shown herein as an exception, or (b) other matters which may affect any such mortgage or deed of trust.

No guarantee is made regarding any liens, claims of liens, defects or encumbrances other than those specifically provided for above, and, if information was requested by reference to a street address, no guarantee is made that said land is the same as said address.

### **EXCEPTIONS**

NONE

File No.: 4511-2234290 (GG)

**WARRANTY DEED**

**Zephyr Estates, LLC, a Wyoming limited liability company, grantor(s) of Natrona County, State of WY, for and in consideration of Ten Dollars and Other Good and Valuable Consideration, in hand paid, receipt whereof is hereby acknowledged, Convey and Warrant To**

**Steven L. Wilson, Trustee and Bonnie J. Wilson, Trustee of the Steven L. Wilson Living Trust dated April 4, 2000, grantee(s),**

whose address is: 4270 Cozarus Road Casper WY 82604 of Natrona County and State of Wyoming, the following described real estate, situate in Natrona County and State of Wyoming, to wit:

**SEE ATTACHED EXHIBIT A**

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Wyoming.

Witness my/our hand(s) this 10th day of April, 2014.

Zephyr Estates, LLC, a Wyoming limited liability company

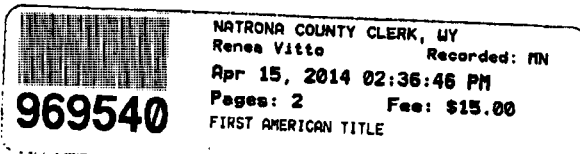
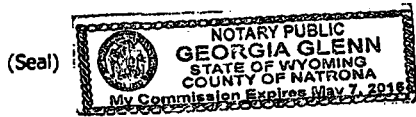
Dietra Kessel  
By: Dietra Kessel, Author Signor

State of **Wyoming** )  
 )ss.  
County of **Natrona** )

This instrument was acknowledged before me on this 10th day of April, 2014 by Dietra Kessel, the Author Signor of Zephyr Estates, LLC, a Wyoming Limited Liability Company.

Georgia Glenn  
Notary Public

My commission expires: **May 7, 2016**





**EXHIBIT A**  
**File No. 4511-2234290 Legal Description**

Exhibit A, in its entirety, documents the legal description of the land referenced in this Document. The legal description may extend to multiple pages.

The land referred to in this document is situated in the State of Wyoming, County of Natrona, and is described as follows:

**LOT 4, "ZEPHYR ESTATES - PHASE I", NATRONA COUNTY, WYOMING ACCORDING TO THE PLAT RECORDED FEBRUARY 20, 2014 AS INSTRUMENT NO. 966899 ALSO DESCRIBED AS FOLLOWS:**

**A PART OF THE E<sup>1</sup>/<sub>2</sub>NE<sup>1</sup>/<sub>4</sub>NW<sup>1</sup>/<sub>4</sub> OF SECTION 25, TOWNSHIP 33 NORTH, RANGE 80 WEST, 6TH PRINCIPAL MERIDIAN, NATRONA COUNTY, WYOMING AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

**COMMENCING AT THE NORTH <sup>1</sup>/<sub>4</sub> CORNER OF SECTION 25; THENCE N.89°43'10"W., 47.70 FEET TO THE NE CORNER OF SAID LOT 4; THENCE CONTINUING ALONG THE NORTH LINE OF SECTION 25 N.89°43'10"W., 315.56 FEET TO THE NW CORNER OF SAID LOT 4; THENCE S.00°00'00"W., 844.99 FEET TO THE SW CORNER OF SAID LOT 4 AND THE NW CORNER OF THE UN-PLATTED RICKIE R. AND RHONDA R. PHILLIPS TRACT, INSTRUMENT NO. 935129; THENCE N.89°57'00"E., 138.00 FEET ALONG THE NORTH LINE OF SAID PHILLIPS TRACT TO A CORNER OF SAID LOT 4 AND THE SW CORNER OF THE UN-PLATTED BEBOUT CHILDREN TRACT, INSTRUMENT NO. 413097; THENCE N.89°57'00"E., 206.49 FEET TO THE NE CORNER OF SAID BEBOUT TRACT AND A CORNER OF SAID LOT 4; THENCE N.89°57'00"E., 206.49 FEET TO NE CORNER OF SAID BEBOUT TRACT AND CORNER OF SAID LOT 4; THENCE N.07°50'00"E., 142.24 FEET ALONG THE WEST LINE OF NATRONA COUNTY ROAD 502 A/K/A SQUAW CREEK ROAD TO A POINT ON THE LONGITUDINAL CENTERLINE OF SECTION 235, A CORNER OF SAID LOT 4 AND A CORNER OF THE UN-PLATTED LEROY DVARISHKIS TRACT, INSTRUMENT NO. 844594; THENCE N.00°03'00"W., 152.00 FEET ALONG THE WEST LINE OF SAID DVARISHKIS TRACT, TO A CORNER THEREOF AND A CORNER OF SAID LOT 4; THENCE N.89°43'10"W., 47.70 FEET TO A CORNER OF SAID DVARISHKIS TRACT AND A CORNER OF SAID LOT 4; THENCE N.00°03'00"W., 355.00 FEET ALONG THE WEST LINE OF SAID DVARISHKIS TRACT TO THE NW CORNER THEREOF AND THE POINT OF BEGINNING**

File No.: 4511-2249207 (GG)

**WARRANTY DEED**

Eli D. Bebout and Lorraine J. Bebout, husband and wife, and Jordan Bebout and Jentry Gillen  
fka Jentry Bebout and Reagan Bebout Green fka Reagan Bebout, grantor(s) of Natrona County,  
State of WY, for and in consideration of Ten Dollars and Other Good and Valuable Consideration, in hand  
paid, receipt whereof is hereby acknowledged, Convey and Warrant To

Steven L. Wilson, Trustee and Bonnie J. Wilson, Trustee of the Steven L. Wilson Living Trust  
dated April 4, 2000, grantee(s),

whose address is: 4270 Coates Road, Casper, WY 82604 of Natrona County and State of WY, the  
following described real estate, situate in Natrona County and State of Wyoming, to wit:

**A TRACT IN THE NE¼NW¼, SECTION 25, T.33N., R.80W., OF THE 6TH P.M., NATRONA  
COUNTY, WYOMING, MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

**BEGINNING AT A POINT WHICH IS LOCATED S.89°52'E., 26.0 FEET AND N.0°07'W., 474.0  
FEET DISTANT FROM THE SOUTHEAST CORNER OF SAID NE¼NW¼, SECTION 25; THENCE  
S.89°53'W., 200.0 FEET TO A POINT; THENCE N.0°07'W., 200.0 FEET TO A POINT; THENCE  
N.89°53'E., 200.0 FEET TO A POINT; THENCE S.0°07'E., 200.0 FEET TO THE POINT OF  
BEGINNING**

**BEING THE SAME LAND DESCRIBED IN WARRANTY DEED RECORDED MAY 9, 1978 IN BOOK  
287 OF DEEDS, PAGE 369 AND IN WARRANTY DEED RECORDED SEPTEMBER 16, 1986 AS  
INSTRUMENT NO. 413097 AS A PARCEL IN NE NW, SECTION 25, T33, R80 CONTAINING .92  
ACRES, MORE OR LESS, IN NATRONA COUNTY, WYOMING**

Subject to all covenants, restrictions, reservations, easements, conditions and rights appearing of record..

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the  
State of Wyoming.

Witness my/our hand(s) this 12 day of July, 2014.

\_\_\_\_\_  
Eli D. Bebout

\_\_\_\_\_  
Lorraine J. Bebout

\_\_\_\_\_  
Jordan Bebout

\_\_\_\_\_  
Jentry Gillen fka Jentry Bebout

\_\_\_\_\_  
Reagan Bebout Green fka Reagan Bebout

State of ~~Wyoming~~ Colorado

County of ~~Fremont~~ Larimer

This instrument was acknowledged before me on this 12<sup>th</sup> day of July,  
2014, by Eli D. Bebout, Lorraine J. Bebout and Jordan Bebout.


\_\_\_\_\_  
Notary Public

(Seal)

My commission expires:

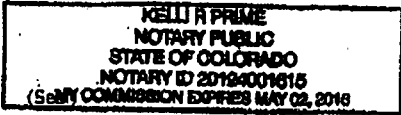
**ELLI R PRIME  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20124001815  
MY COMMISSION EXPIRES MAY 02, 2016**

Page 1 of

  
**976504**  
NATRONA COUNTY CLERK, WY  
Renea Vitto  
Aug 8, 2014 02:49:50 PM  
Pages: 5 Fee: \$24.00  
FIRST AMERICAN TITLE  
Recorded: SA

State of Colorado )  
 )ss.  
County of Larimer )

This instrument was acknowledged before me on 07-12-2014  
by Jentry Gillen fka Jentry Bebout.



[Signature]  
Notary Public  
My commission expires:

State of Wyoming )  
 )ss.  
County of \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_  
by Reagen Bebout Green fka Reagen Bebout.

\_\_\_\_\_  
Notary Public  
My commission expires:

(Seal)

File No.: 4511-2249207 (GG)

**WARRANTY DEED**

Eli D. Bebout and Lorraine J. Bebout, husband and wife, and Jordan Bebout and Jentry Gillen fka Jentry Bebout and Reagen Bebout Green fka Reagen Bebout, grantor(s) of Natrona County, State of WY, for and in consideration of Ten Dollars and Other Good and Valuable Consideration, in hand paid, receipt whereof is hereby acknowledged, Convey and Warrant To

Steven L. Wilson, Trustee and Bonnie J. Wilson, Trustee of the Steven L. Wilson Living Trust dated April 4, 2000, grantee(s),

whose address is: 4270 Coates Road, Casper, WY 82604 of Natrona County and State of WY, the following described real estate, situate in Natrona County and State of Wyoming, to wit:

A TRACT IN THE NE¼NW¼, SECTION 25, T.33N., R.80W., OF THE 6TH P.M., NATRONA COUNTY, WYOMING, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH IS LOCATED S.89°52'E., 26.0 FEET AND N.0°07'W., 474.0 FEET DISTANT FROM THE SOUTHEAST CORNER OF SAID NE¼NW¼, SECTION 25; THENCE S.89°53'W., 200.0 FEET TO A POINT; THENCE N.0°07'W., 200.0 FEET TO A POINT; THENCE N.89°53'E., 200.0 FEET TO A POINT; THENCE S.0°07'E., 200.0 FEET TO THE POINT OF BEGINNING

BEING THE SAME LAND DESCRIBED IN WARRANTY DEED RECORDED MAY 9, 1978 IN BOOK 287 OF DEEDS, PAGE 369 AND IN WARRANTY DEED RECORDED SEPTEMBER 16, 1986 AS INSTRUMENT NO. 413097 AS A PARCEL IN NE NW, SECTION 25, T33, R80 CONTAINING .92 ACRES, MORE OR LESS, IN NATRONA COUNTY, WYOMING

Subject to all covenants, restrictions, reservations, easements, conditions and rights appearing of record.

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Wyoming.

Witness my/our hand(s) this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Eli D. Bebout

\_\_\_\_\_  
Lorraine J. Bebout

\_\_\_\_\_  
Jordan Bebout

\_\_\_\_\_  
Jentry Gillen fka Jentry Bebout

*Reagen Bebout Green* fka *Reagen Bebout*  
\_\_\_\_\_  
Reagen Bebout Green fka Reagen Bebout

State of Wyoming

County of Fremont

This Instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Eli D. Bebout, Lorraine J. Bebout and Jordan Bebout.

\_\_\_\_\_  
Notary Public

(Seal)

My commission expires:

State of \_\_\_\_\_ )  
  )ss.  
County of \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_  
by **Jentry Gillen fka Jentry Bebout.**

\_\_\_\_\_  
Notary Public

(Seal)

My commission expires:

State of **Wyoming** )  
  )ss.  
County of **Teton** )

This instrument was acknowledged before me on July 10, 2014  
by **Reagen Bebout Green fka Reagen Bebout.**



(Seal)

Loraine Carter  
Notary Public

My commission expires: 09/21/2014

WARRANTY DEED

Eli D. Bebout and Lorraine J. Bebout, husband and wife, and Jordan Bebout and Jentry Gillen fka Jentry Bebout and Reagen Bebout Green fka Reagen Bebout, grantor(s) of Natrona County, State of WY, for and in consideration of Ten Dollars and Other Good and Valuable Consideration, in hand paid, receipt whereof is hereby acknowledged, Convey and Warranty To

Steven L. Wilson, Trustee and Bonnie J. Wilson, Trustee of the Steven L. Wilson Living Trust dated April 4, 2000, grantee(s),

whose address is: 4270 Coates Road, Casper, WY 82604 of Natrona County and State of WY, the following described real estate, situate in Natrona County and State of Wyoming, to wit:

A TRACT IN THE NE¼NW¼, SECTION 25, T.33N., R.80W., OF THE 6TH P.M., NATRONA COUNTY, WYOMING, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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Subject to all covenants, restrictions, reservations, easements, conditions and rights appearing of record.

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Wyoming.

Witness my/our hand(s) this 20<sup>th</sup> day of JULY, 2004.

*[Signature of Eli D. Bebout]*  
Eli D. Bebout

*[Signature of Lorraine J. Bebout]*  
Lorraine J. Bebout

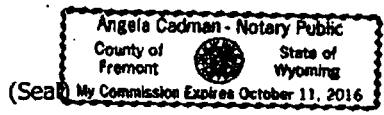
*[Signature of Jordan Bebout]*  
Jordan Bebout

Jentry Gillen fka Jentry Bebout

Reagen Bebout Green fka Reagen Bebout

State of Wyoming  
County of Fremont

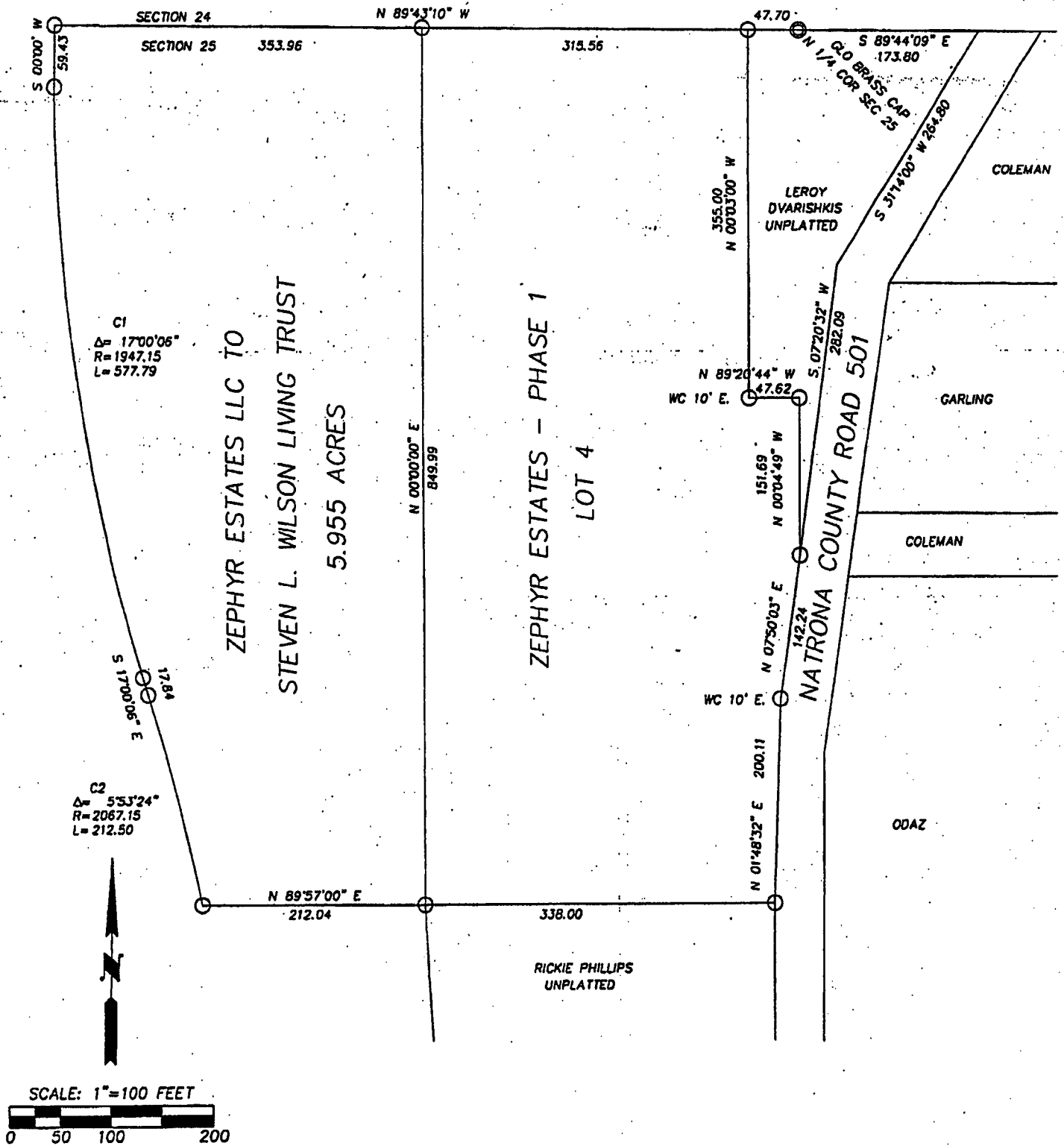
This instrument was acknowledged before me on this 30 day of July, 2014, by Eli D. Bebout, Lorraine J. Bebout and Jordan Bebout.



*[Signature of Angela Cadman]*  
Notary Public  
My commission expires: Oct. 11, 2016



Exhibit "A"  
 Plat that is part of the Quitclaim Deed between  
 Zephyr Estates, LLC and Steven Wilson Living Trust





**CERTIFICATE OF DEDICATION**

J. C. BRADLEY, MANAGING PARTNER, ZEPHYR ESTATES L.L.C., A WYOMING LIMITED LIABILITY COMPANY AND STEVEN L. WILSON, TRUSTEE AND BONNIE L. WILSON, TRUSTEE OF THE STEVE L. WILSON LIVING TRUST, DATED APRIL 4, 2000, HEREBY CERTIFY THAT THEY ARE THE OWNERS OF LOT 4, ZEPHYR ESTATES - PHASE 1 AND PORTIONS OF THE NE1/4 NW1/4 SECTION 25, T. 33 N., R. 80 W., 6TH PRINCIPAL MERIDIAN, NATRONA COUNTY, WYOMING AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH 1/4 CORNER OF SECTION 25; THENCE N. 89° 43' 10" W., 47.70 FEET TO THE NE CORNER OF SAID LOT 4 AND THE TRUE POINT OF BEGINNING;  
 THENCE N. 89° 43' 10" W., 668.52 FEET ALONG THE NORTH LINE OF SECTION 25 TO THE NW CORNER OF THE PARCEL BEING DESCRIBED;  
 THENCE S. 0° 00' 00" W., 59.43 TO THE BEGINNING OF A TRUE CURVE TO THE LEFT;  
 THENCE ALONG A TRUE CURVE TO THE LEFT HAVING A RADIUS OF 1947.15 FEET AND A DELTA OF 17° 00' 06" FOR A DISTANCE OF 577.79 FEET;  
 THENCE S. 17° 00' 06" E., 17.84 FEET TO THE BEGINNING OF A TRUE CURVE TO THE RIGHT;  
 THENCE ALONG A TRUE CURVE TO THE RIGHT HAVING A RADIUS OF 2067.15 FEET AND A DELTA OF 5° 53' 24" FOR A DISTANCE OF 212.50 FEET TO THE SW CORNER OF SAID PARCEL;  
 THENCE N. 89° 57' 00" E., 550.04 TO THE SE CORNER OF SAID PARCEL;  
 THENCE N. 1° 48' 32" E., 200.11 FEET ALONG THE WEST SIDE OF NATRONA COUNTY ROAD 502 TO A CORNER OF SAID LOT 4;  
 THENCE N. 7° 50' 03" E., 142.24 FEET ALONG THE WEST SIDE OF NATRONA COUNTY ROAD 502 TO A CORNER OF SAID LOT 4;  
 THENCE N. 0° 04' 49" W., 151.69 FEET TO A CORNER OF SAID LOT 4;  
 THENCE N. 89° 20' 44" W., 47.62 FEET TO A CORNER OF SAID LOT 4;  
 THENCE N. 0° 03' 00" W., 355.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 12.516 ACRES, MORE OR LESS.

THE SUBDIVISION OF THE ABOVE DESCRIBED LANDS IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE ABOVE NAMED OWNERS AND PROPRIETORS. THE NAME OF THE SUBDIVISION SHALL BE KNOWN AS ZEPHYR ESTATES LOT 4A.

*J. C. Bradley*  
 J. C. BRADLEY, ZEPHYR ESTATES LLC  
 MANAGING PARTNER

*Steven L. Wilson*  
 STEVEN L. WILSON, TRUSTEE  
 STEVEN L. WILSON LIVING TRUST  
 DATED APRIL 4, 2000

*Bonnie L. Wilson*  
 BONNIE L. WILSON, TRUSTEE  
 STEVEN L. WILSON LIVING TRUST  
 DATED APRIL 4, 2000

STATE OF WYOMING ) SS  
 COUNTY OF NATRONA )

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY J. C. BRADLEY, MANAGING PARTNER, ZEPHYR ESTATES, LLC ON THIS 18<sup>th</sup> DAY OF August, 2016.

WITNESS MY HAND AND OFFICIAL SEAL.  
 MY COMMISSION EXPIRES: May 14 2017  
*Mary Jo Donohue*  
 NOTARY PUBLIC

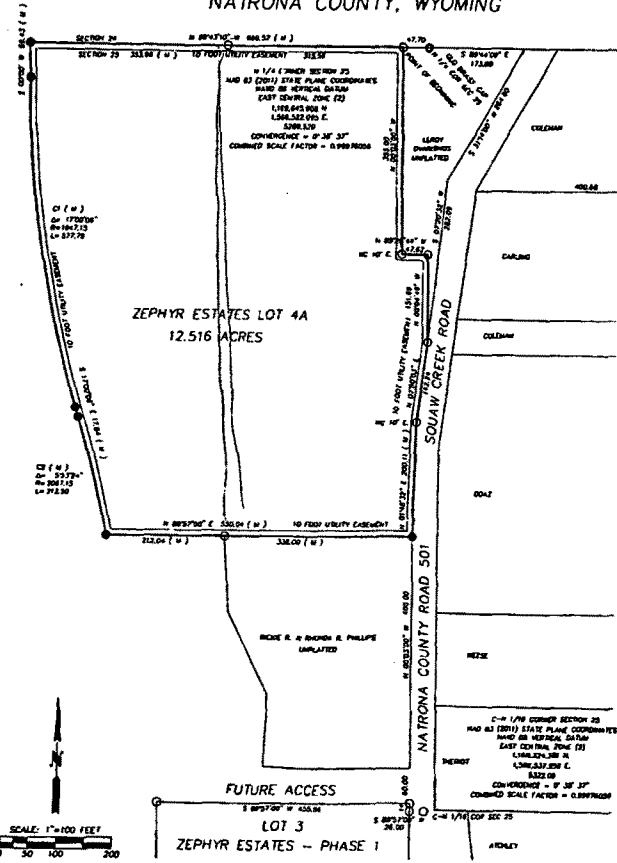
STATE OF WYOMING ) SS  
 COUNTY OF NATRONA )

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY STEVEN L. WILSON, TRUSTEE AND BONNIE L. WILSON, TRUSTEE OF THE STEVEN L. WILSON LIVING TRUST, DATED APRIL 4, 2000, ON THIS 18<sup>th</sup> DAY OF August, 2016.

WITNESS MY HAND AND OFFICIAL SEAL.  
 MY COMMISSION EXPIRES: May 14 2017  
*Mary Jo Donohue*  
 NOTARY PUBLIC

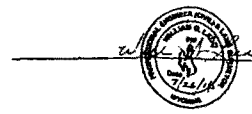
LADD ENGINEERING CO.  
 1811 BRICHTON STREET  
 CASPER, WYOMING 82509

**PLAT OF  
 ZEPHYR ESTATES LOT 4A  
 A VACATION AND REPLAT OF LOT 4 - ZEPHYR ESTATES - PHASE 1  
 AND A PORTION OF THE NE1/4 NW1/4 SECTION 25  
 T. 33 N., R. 80 W., 6TH PRINCIPAL MERIDIAN  
 NATRONA COUNTY, WYOMING**



**CERTIFICATE OF SURVEYOR**

I, WILLIAM C. LADD, A REGISTERED PROFESSIONAL ENGINEER AND LAND SURVEYOR, LICENSE NO. 519, DO HEREBY CERTIFY THAT THIS PLAT WAS MADE FROM NOTES TAKEN DURING AN ACTUAL SURVEY MADE BY ME DURING THE MONTHS OF MAY AND JUNE, 2016 AND THAT THIS PLAT, TO THE BEST OF MY KNOWLEDGE AND BELIEF, CORRECTLY AND ACCURATELY REPRESENTS SAID SURVEY.



**LEGEND**

- SUBDIVISION BOUNDARY
- FOUND ZEPHYR ESTATES 1/2" ALUMINUM CAP
- SET 5/8" X 24" REBAR WITH 1/2" ALUMINUM CAP
- WC = WITNESS CORNER

**NOTE**

BASIS OF BEARINGS - GEODESIC BASED ON GPS  
 DISTANCES ARE GROUND LENGTH  
 COORDINATES ARE NAD 83 (2011)  
 WYOMING STATE PLANE - EAST CENTRAL ZONE (2)  
 ELEVATIONS ARE NAVD 88  
 ERROR OF CLOSURE = 1 PART IN 90,162  
 BEARINGS AND DISTANCES ARE RECORDED AND MEASURED UNLESS NOTED  
 ( M ) BEARINGS AND DISTANCES ARE MEASURED

**APPROVALS:**

INSPECTED AND APPROVED ON THIS 27<sup>th</sup> DAY OF July, 2016  
*William R. Johnson*  
 COUNTY SURVEYOR

INSPECTED AND APPROVED ON THIS 4<sup>th</sup> DAY OF August, 2016  
*William R. Johnson*  
 COUNTY HEALTH DEPARTMENT

INSPECTED AND APPROVED ON THIS 22<sup>nd</sup> DAY OF August, 2016  
*James Johnson*  
 COUNTY DEVELOPMENT DIRECTOR

PLAT NO. 1017201  
 NATRONA COUNTY CLERK

RESOLUTION NO. 20-182

A RESOLUTION AUTHORIZING A CONTRACT FOR  
OUTSIDE-CITY WATER SERVICE WITH STEVEN L.  
WILSON LIVING TRUST.

WHEREAS, Steven L. Wilson Living Trust has requested outside-City water service from the City of Casper for Lot 4A of the Zephyr Estates, with an address of 4500 Squaw Creek Road, Casper Wyoming 82604; and,

WHEREAS, a contract for providing such water service has been proposed containing obligations concerning all parties; and,

WHEREAS, such contract is deemed to be in the best interest of the City of Casper.

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 Outside-City Water Service with the Steven L. Wilson Living Trust, 4500 Squaw Creek Road, Casper, Wyoming 82604.

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

August 20, 2020

**MEMO TO:** J. Carter Napier, City Manager *JCN*

**FROM:** Andrew Beamer, P.E., Public Services Director  
Cynthia Langston, Solid Waste Manager  
Alex Sveda, P.E., Associate Engineer

**SUBJECT:** Authorizing an Agreement with RDO Integrated Controls in the Amount of \$46,225, for the installation of GPS machine control for an existing Landfill Dozer.

Meeting Type & Date  
Regular Council Meeting  
September 15, 2020

Action type  
Resolution

Recommendation

That Council, by resolution, authorize a contract for professional services with RDO Integrated Controls, for the installation of GPS machine control for an existing Landfill Dozer, in the amount of \$46,225.

Summary

The work consists of installing a new machine control system and software application for existing Landfill Dozer equipment. The system and software will assist staff with real time waste placement and boundary control within the active Casper Regional Landfill. The Landfill currently utilizes the same machine control systems and software on other equipment to assist in operations.

Financial Considerations

Funding for the project will be from FY20 Solid Waste New Heavy Equipment.

Oversight/Project Responsibility

Alex Sveda, P.E., Associate Engineer, Public Services Department.

Attachments

Resolution  
Agreement  
Quote from RDO Integrated Controls

## CONTRACT FOR PROFESSIONAL SERVICES

### PART I - AGREEMENT

This Contract for Professional Services ("Contract") is entered into on this \_\_\_\_ day of September, 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. RDO Integrated Controls, 5221 Midland Road, Billings, Montana 59101 ("Contractor").

Throughout this document, the City and the Contractor may be collectively referred to as the "parties."

### RECITALS

A. The City is undertaking a project to install a GPS machine control unit for an existing Caterpillar D6 landfill dozer.

B. The project requires professional services for providing, furnishing and installing a GPS machine control unit, with the work to be performed at the Casper Solid Waste Facility.

C. The Contractor 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 Contractor 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 Contractor shall perform the following services in connection with and respecting the project: As specified under Contractor's Investment Proposal (Quote), dated August 14, 2020, attached hereto as Exhibit "A" and including the RDO-Integrated Controls Promise™ Uptime Guaranteed™ Warranty, attached hereto as Exhibit "B", all of the above hereby made a part of this Contract.

2. TIME OF PERFORMANCE:

The services of the Contractor shall be undertaken and completed on or before the 23<sup>rd</sup> day of October, 2020.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Contractor shall be compensated for services performed in accordance with paragraph 1, not to exceed a lump sum of Forty-Six Thousand Two Hundred Twenty-Five and 00/100 Dollars (\$46,225.00).

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 Contractor 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 Contractor 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 Contractor 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 Contractor 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.

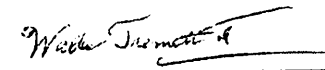
6. EXTENT OF CONTRACT:

This Contract represents the entire and integrated Agreement between the City and the Contractor, 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 Contractor's authorized representatives.

The City and the Contractor 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

  
\_\_\_\_\_

ATTEST


CITY OF CASPER, WYOMING  
A Municipal Corporation

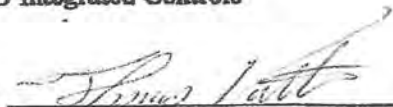
\_\_\_\_\_  
Fleur Tremel  
City Clerk

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

WITNESS

CONTRACTOR  
RDO Integrated Controls

By:   
Printed Name: Sean S. Garrett  
Title: National landfill mgt.

By:   
Printed Name: Thomas Potter  
Title: Product 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 Contractor of intent to terminate said Contract. In such event, all finished or unfinished documents, data, studies and reports prepared by the Contractor under this Contract shall, at the option of the City, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

1.2 Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City, by virtue of termination of the Contract by Contractor, or any breach of the Contract by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due the City from the Contractor 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 Contractor's compensation, which are mutually agreed upon between the City and the Contractor, shall be incorporated in written amendments to this Contract. There shall be no increase in the amount of Contractor's compensation unless approved by Resolution adopted by City.

**3. ASSIGNABILITY:**

The Contractor 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 Contractor 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 Contractor which are directly pertinent to the Contract for the purpose of making audit, examination, excerpts, and transactions.

**5. EQUAL EMPLOYMENT OPPORTUNITY:**

Template 8/19/20

Contractor's Name: RDO Integrated Controls

Page 4 of 10

In carrying out the program, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. The Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor may, at no additional expense to the City, make and retain such additional copies thereof as Contractor 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 Contractor 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 Contractor under this Contract are confidential and shall not be made available to any individual or organization by the Contractor without the prior written consent of the City.

8. GOVERNING LAW AND VENUE:

This Contract shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Contract and the parties. The venue shall be the Seventh Judicial District, Natrona County, Wyoming. The Contractor 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 Contractor 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 Contractor, or under its supervision, and all personnel engaged in the work shall be fully qualified. All personnel employed by Contractor shall be employed in conformity with applicable local, state or federal laws.

10. SUBCONTRACTOR:

The Contractor shall not employ any subcontractor to perform any services in the scope of this project, unless the subcontractor is approved in writing by the City. Any approved subcontractor shall be paid by the Contractor.

11. INSURANCE AND INDEMNIFICATION:

A. Prior to the commencement of work, Contractor 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 Contractor, its subcontractors, 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 (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit). 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 Contractor 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 Contractor's profession, with limit no less than the sum of Two Million Dollars

(\$2,000,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Two Million Dollars (\$2,000,000) 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 Contractor maintains broader coverage and/or higher limits than required under this Agreement, then the City shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. 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 Contractor 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 Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38 and CG 20 37 forms if later revisions used).

**2. Primary Coverage**

For any claims related to this Contract, the Contractor's insurance coverage shall be primary and non-contributory insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the Contractor 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**

Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor 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***

Contractor 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 Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
- b. Option 2: Contractor 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 Contractor is unable to pay any deductible or self-insured retention amount(s) required by the insurance policy. Contractor 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 five (5) years after completion of the contract of work*. However, Contractor'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 Contractor must purchase "extended reporting" coverage for a minimum of *five (5) years* after completion of contract work and at all times thereafter until the applicable statute of limitations runs.

**8. *Verification of Coverage***

Contractor shall furnish the City with original certificates of insurance including all required amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause and a copy of the Declarations and

Endorsement Page of the CGL policy listing all policy endorsements to the City before work begins. 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 Contractor'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. *Subcontractors*

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that the City is an additional insured on insurance required from subcontractors.

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. Contractor 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 Contractor and any subcontractor thereof.

12. INTENT:

Contractor 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 Contractor shall perform all of the services for the compensation set forth in this Contract. Contractor 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. Contractor 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.

15. FORCE MAJEURE:

Neither party shall be liable for failure to perform under this Contract 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, pandemics, 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.



# Investment Proposal (Quote)

RDO Integrated Controls  
 5221 Midland Road  
 Billings (CM) MT, 59101  
 Phone: (406) 259-5536 - Fax: (406) 256-2269

Proposal for:  
 CITY OF CASPER  
 200 N DAVID ST  
 CASPER, WY, 826011894  
 NATRONA

Investment Proposal Date: 8/14/2020  
 Pricing Valid Until: 9/13/2020  
 Deal Number: 1297877  
 Customer Account#: 8281002  
 Landfill Accounts Manager: Rick Hefley  
 Phone: (406) 259-5536  
 Fax:  
 Email: RHeffley@rdoic.com

## Equipment Information

Quantity	Serial Number Stock Number	Hours (approx.)	Make / Model Additional Items	List Price Per Unit	Cash Price
1	TBD TBD	0	2020 Machine Control System for D6		\$42,690.00
			Other RDO Connect 4 year sync w/contract		\$700.00
1	TBD TBD		Machine Control Install and Labor		\$2,835.00
<b>Equipment Subtotal:</b>					<b>\$46,225.00</b>

## Purchase Order Totals

<b>Balance:</b>	\$46,225.00
<b>Tax Rate 3: (WYEG 0%)</b>	\$0.00
<b>Sales Tax Total:</b>	\$0.00
<b>Sub Total:</b>	\$46,225.00
<b>Cash with Order:</b>	\$0.00
<b>Balance Due:</b>	<b>\$46,225.00</b>

## Equipment Options

Qty	Serial Number	Make / Model	Description
1	TBD	2020 Machine Control System for D6	None
1	TBD	Machine Control Install and Labor	None



## RDO-Integrated Controls Promise™ Uptime Guaranteed™

Customer Name: CITY OF CASPER

Description(s)	Stock Number(s)	Serial Number(s)	Standard Factory Warranty(s)	
MC-8 CONTROL BOX		TBD	Years: _____	Date: _____
LANDFILL GRADE SOFTWARE ONLY		TBD	Years: _____	Date: _____
Vx7 HV Antenna Kit		TBD	Years: _____	Date: _____

The RDO Integrated Controls Promise™ Uptime Guaranteed™ is an exclusive promise only from RDO Integrated Controls. We set a new industry standard that guarantees the ultimate service to our customer when you purchase Topcon, Carlson Machine Control, or Sokkia equipment from RDO Integrated Controls. No other Topcon, Carlson Machine Control, Sokkia, or competitive brand dealer offers this high level of guarantee to its customers.

To you, our customer, we promise to strive for: **Dependability, Commitment, and Performance.**

The RDO Integrated Controls Promise™ Uptime Guaranteed™ applies to new Topcon, Carlson Machine Control or Sokkia equipment that falls within its standard factory warranty program, purchased from any RDO Integrated Controls location, and located within RDO Integrated Controls Area of Responsibility (AOR). On Rental Purchase Options, the RDO Integrated Controls Promise begins at the time of initial rental delivery to the customer.

Our promise includes:

- Free pre-delivery inspection and testing
- Free loaner components for inoperable products
- Repair of defective components
- First 4 hours drive time free
- Return freight is free
- Free phone support with RDO Integrated Controls Solutions Center
- Free in-store inspection on any unit coming out of warranty
- Free software and firmware updates
- Guaranteed after-hours personnel available
- Free freight for warranty parts ordered from manufacturer
- Lease or retail finance plans

### RDO Integrated Controls Responsibilities:

1. RDO Integrated Controls will provide an RDO Integrated Controls Promise™ Uptime Guaranteed™ agreement during the term of this agreement:
  - a. Repair Inclusions: All items covered under the Topcon, Carlson Machine Control, or Sokkia standard warranty program are included.
2. **Pre-delivery inspection and testing** on all products purchased from RDO Integrated Controls will be performed prior to delivery to customer.



3. **Free loaner components for inoperable products** products purchased from RDO Integrated Controls. RDO Integrated Controls will make every effort possible to supply the customer a free loaner for laser, GPS, survey, and machine control products during the factory warranty, if it is determined we cannot get your system up and running within 36 hours of diagnostic. Damage or neglect may not apply.
4. **Repair of defective components** covered under the manufacturer's warranty.
5. **First 4 hours drive time free** on warranty items for machine control and GPS products.
6. **Return freight is free** on all warrantable repairs.
7. **Free phone support with RDO Integrated Controls Solutions Center** for first 60 days of ownership. Phone support will be provided at \$125.00/hr. for customers who do not purchase a Support Agreement after the Promise expires.
8. **Free in-store inspection on any unit** purchased from RDO Integrated Controls that is within our Area of Responsibility (AOR) that is comes off a standard warranty period.
9. **Free software and firmware updates** within first 60 days of purchase if deemed necessary on all machine control and GPS products.
10. **Guaranteed after-hours personnel** available via phone for each RDO Integrated Controls location across our AOR.
11. **Free freight** for warranty parts ordered from manufacturer for repairs.
12. **Lease or retail finance plans** are optional and or tailored to the customer.
13. If a failure is believed to be imminent, RDO Integrated Controls may remove and repair/replace components. Component replacement and repair decisions will be made by RDO Integrated Controls using manufacturer's designated diagnostic software, machine inspection, technical analysis, and expected component life. Decisions regarding parts and component replacement with new, rebuilt, or remanufactured items will be at the discretion of RDO Integrated Controls.
14. RDO Integrated Controls agrees to notify the Customer regarding pending repairs of component replacement.

#### Customer Responsibilities:

1. Manufacturer's recommended maintenance and preventative maintenance schedules must be followed. These schedules may only be modified through mutual agreement between Customer and RDO Integrated Controls based on best real-world practices.
2. Customer is responsible for all costs associated with maintenance and inspections as outlined in the respective equipment Operator's Manual.
3. Repairs and/or maintenance due to abuse, vandalism, neglect, accident, fire, acts of God, improper operation or operating conditions, substandard maintenance, or maintenance practices are not included in the RDO Integrated Controls Promise™ Uptime Guaranteed™ coverage. Repair, maintenance, and/or replacement of standard wear items (including touch screens, touch screen protectors, batteries, stylus, and charging devices) are not included. Repair/replacement of hydraulic hoses, lines, and fittings are not included. Repair/replacement of cables, connectors, and associated components are not included.
4. Customers must agree to the terms and conditions on the RDO Integrated Controls Loaner Agreement, including insurance.
5. Equipment availability at a reduced rental rates for repairs performed by RDO Integrated Controls after the expiration of the Promise and prior to any Support Agreements.
6. The equipment may not be altered or modified in any manner which affects the mechanical operations as described by the OEM without approval of the OEM and RDO Integrated Controls.
7. When advised by RDO Integrated Controls, the Customer is responsible to schedule the components covered in this agreement for routine maintenance/calibration (before failure) to minimize downtime and service costs.





8. The Customer agrees to provide RDO Integrated Controls and its representatives reasonable access to the above listed equipment for the purpose of inspection, technical analysis, and repair and maintenance on a regular basis. RDO Integrated Controls will make every effort to perform these services during times convenient to the Customer.
9. The Customer agrees to use only genuine OEM parts for all maintenance and repairs performed by Customer personnel. It is further understood that OEM standards will be observed.

**General Terms and Conditions:**

1. RDO Integrated Controls will provide adequate training and best practices on all equipment sold under this agreement.
2. Delays in furnishing service shall be excused if caused by acts of God, fires, weather conditions, labor controversies, or causes beyond the controls of RDO Integrated Controls.
3. If the equipment covered in this agreement leaves RDO Integrated Controls Area of Responsibility (AOR), RDO Integrated Controls retains the right to terminate the guarantees contained in the RDO Integrated Controls Promise™ Uptime Guaranteed™ agreement.
4. This agreement commences upon delivery of the equipment to the Customer.
5. THIS AGREEMENT IS NOT TRANSFERRABLE

\_\_\_\_\_  
Customer (Signature)

\_\_\_\_\_  
RDO Integrated Controls (Signature)

\_\_\_\_\_  
Customer (Print Name)

\_\_\_\_\_  
RDO Integrated Controls (Print Name)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

RESOLUTION NO. 20-183

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH RDO INTEGRATED CONTROLS FOR THE INSTALLATION OF GPS MACHINE CONTROL FOR AN EXISTING LANDFILL DOZER.

WHEREAS, the City of Casper desires the installation of a GPS machine control for an existing Landfill Dozer; and,

WHEREAS, the City of Casper desires to have RDO Integrated Controls provide the professional services required for the work; and,

WHEREAS, RDO Integrated Controls, is able and willing to provide the required services for work.

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 RDO Integrated Controls for this service.

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 Contract, equal to a total fixed cost amount of Forty-Six Thousand Two Hundred Twenty-Five and 00/100 Dollars (\$46,225.00).

PASSED, APPROVED, AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

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

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

September 2, 2020

MEMO TO: J. Carter Napier, City Manager *JCN for JCN*  
FROM: Liz Becher, Community Development Director *LB*  
M. Jeremy Yates, MPO Supervisor *MJY*  
SUBJECT: Bar Nunn Salt Creek Highway Corridor Traffic Study and Plan Professional Services Contract

Meeting Type & Date:

Regular Council Meeting, September 15, 2020.

Action Type:

Resolution

Recommendation:

That Council, by resolution, approve the City of Casper's Contract for Professional Services with CLH Associates, LLC., for the Bar Nunn Salt Creek Highway Corridor Traffic Study and Plan in an amount not to exceed \$70,000.00.

Summary:

The Casper Area Metropolitan Planning Organization (MPO) is composed of the City of Casper, the Towns of Bar Nunn, Evansville, Mills, and Natrona County. The MPO along with the member jurisdictions guided by the Long Range Transportation Plan sets projects and programs they wish to complete each federal year. These programs and projects are presented by the MPO each year in the Unified Planning Work Program (UPWP) which is voted on and approved by representatives from all of the MPO member jurisdictions on both the Technical and Policy Committees. The Fiscal Year 2019 UPWP included \$80,000 of matched federal funding for a Bar Nunn Antelope Salt Creek Highway Corridor Traffic Study and Plan. This study will develop a Traffic Corridor Study and Plan for the Town of Bar Nunn, Wyoming. The motivation for this plan is the desire of the Town of Bar Nunn to:

- Abandon a costly section of Antelope Drive
- Re-direct and encourage residential traffic currently utilizing Antelope Drive to the new interchange at Westwinds Road.
- Implement a roundabout, or other traffic control device, at the intersection of Salt Creek Highway and Sunset Boulevard.
- Recognize Sunset Boulevard as a possible "Main Street" and foster the creation of a civic atmosphere around Sunset Boulevard.
- Explore the feasibility of an additional access to Salt Creek Highway from Wardwell Industrial Avenue to reduce or eliminate truck traffic in residential neighborhoods.

This plan will serve as a policy, management, and planning guide for future management and improvement of transportation infrastructure and the development of adjacent land along Salt Creek from Howard to Westwinds Road.

The Casper Area MPO released a Request for Proposals (RFP) on May 1, 2020. Two (2) consulting firms responded with a proposal by the May 29, 2020 deadline. Members from the MPO Technical Committee reviewed the proposals on June 12, 2020, and selected Environmental & Civil Solutions, LLC., based on the quality of the initial proposal, qualifications of proposed staff, and understanding of the project. The MPO expects the proposed project to be completed by February 28, 2021.

Financial Considerations:

The proposed contract shall not exceed \$70,000.00. Funding for this project comes from the Casper Area Metropolitan Planning Organization (MPO), including federal monies and contributions from member agencies. Each member agency pays a portion of the budget for all Casper Area MPO projects regardless of whether that project is in their jurisdiction. All Casper Area MPO jurisdictional members pay their share of the total UPWP local match for each year in October. Funding for the project breaks down as follows; federal funds account for 90.49% of the total project budget. The remaining 9.51% of the total budget, \$6,657.00, is split, based upon population, among the separate jurisdictional member agencies of the Casper Area MPO. Those amounts break down as follows:

<b>Federal Funds</b>	90.49%	\$ 63,343.00
<b>Local Match</b>	9.51%	\$ 6,657.00
Casper	73.31%	\$ 4,880.25
Natrona	15.80%	\$ 1,051.81
Mills	4.59%	\$ 305.56
Evansville	3.37%	\$ 224.34
Bar Nunn	2.93%	\$ 195.05
	<b>Total</b>	<b>\$ 70,000.00</b>

The Casper Area Metropolitan Planning Organization Policy Committee approved the funding of \$80,000 of MPO Programs and Projects funds from the federal Consolidated Planning Grant for the total project on January 23, 2020.

Oversight/Project Responsibility:

M. Jeremy Yates, MPO Supervisor

Attachments:

Resolution, Contract for Professional Services

## CONTRACT FOR PROFESSIONAL SERVICES

### PART I - AGREEMENT

This Contract for Professional Services (“Contract”) is entered into on this \_\_\_\_ day of \_\_\_\_\_, 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. CLH Associates, LLC., 3539 Craftsbury Drive, Highlands Ranch, Colorado, 80126 (“Consultant”).

Throughout this document, the City and the Consultant may be collectively referred to as the “parties.”

### RECITALS

A. The City is undertaking a Bar Nunn Salt Creek Highway Corridor Traffic Study and Plan, hereinafter referred to as the “Project”.

B. The City desires to retain the Consultant to render certain technical and professional services to complete the necessary work for the Project .

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 Bar Nunn Salt Creek Highway Corridor Traffic Study and Plan as follows:

Subject to the subconsultant limitations of Part II, paragraph YY of this Agreement, the Consultant agrees to perform, directly or by association with such other consultants or contractors as it may deem necessary to further the interest of the City, the Services as set forth in Exhibit “A” (Scope of Services), attached hereto and made a part of this agreement.

Notwithstanding anything to the contrary herein, Consultant will use that degree of care and skill ordinarily exercised by members of same profession performing the same or similar services under similar conditions in similar localities (“Standard of Care”) and in

accordance with the Standard of Care, will identify, reasonably interpret and respond to all applicable provisions of federal, state and local laws. No other warranties, express or implied, are made or intended

2. TIME OF PERFORMANCE:

A. The Consultant agrees to begin work on the Project following receipt of this fully executed Agreement from the City.

B. The Study shall be completed on or before February 28, 2021.

C. At its discretion, the City, may grant a time extension

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Consultant shall be compensated for services performed in accordance with this Contract, a fee not to exceed Seventy Thousand Dollars and Zero Cents (\$70,000.00). 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 total cost of customary and statutory benefits, overhead, and fee (profit).

Invoices shall be accepted on a monthly basis for services provided in the prior month. It is understood that Owner will retain five percent (5%) of total Project cost, or Three Thousand Five Hundred Dollars and Zero Cents (\$3,500.00), until the Community Development Director provides written notice of final acceptance of the Project.

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. The following additional Exhibits, as attached hereto are incorporated herein at this point as if fully set forth as part of this Contract:

Exhibit A: Scope of Services

Exhibit B: MPO Policy Committee Approval

Exhibit C: Notice to Consultant Compliance with Title VI of the Civil Rights Act of 1984 for Federal Aid Projects

Exhibit D: Certification of Consultant

Exhibit E: Certification of AGENT

Exhibit F: Certification of Suspension or Debarment

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.

\*\*\* The remainder of this page 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.

APPROVED AS TO FORM

\_\_\_\_\_

ATTEST

CITY OF CASPER, WYOMING  
A Municipal Corporation

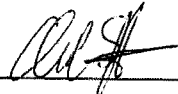
\_\_\_\_\_  
Fleur Tremel  
City Clerk

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

WITNESS

CONSULTANT  
CLH Associates, LLC., as Consultant:

By: \_\_\_\_\_

By:  \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: Charles Huffine

Title: \_\_\_\_\_

Title: President



CONTRACT FOR PROFESSIONAL SERVICES  
PART II - GENERAL TERMS AND CONDITIONS

- A. **Assumption of Risk.** The Consultant shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to the Consultant's failure to comply with state or federal requirements. Owner shall notify the Consultant of any state or federal determination of noncompliance.
- B. **Conflict of Interest.** Per 2 CFR 200.112, the Consultant must disclose in writing any potential conflict of interest to Owner including financial or other personal interests.
- C. **Environmental Policy Acts.** The Consultant 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.
- D. **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:
- a. Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
  - b. Procures a commercial sex act during the period of time that the award is in effect;  
or
  - c. Uses forced labor in the performance of the award or subawards under the award.
- E. **Kickbacks.** The Consultant 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 Consultant breaches or violates this warranty, the Owner may, at its discretion, terminate this Agreement without liability to the Owner, or deduct from the agreed upon price or consideration, or otherwise recover, the full amount of any gratuity, kickback, commission, percentage, brokerage, or contingency fee.
- F. **Limitations on Lobbying Activities.** By signing this Agreement, the Consultant certifies and agrees that, in accordance with P.L. 101-121, payments made from a federal grant shall not be utilized by the Consultant or its subcontractors 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.

- G. **Mandatory Disclosures.** Per 2 CFR 200.113, the Consultant must disclose, in a timely manner, in writing to the Owner, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting this award. Failure to make required disclosures can result in remedies for noncompliance including suspension or debarment.
- H. **Monitoring Activities.** The Owner shall have the right to monitor all activities related to this Agreement that are performed by the Consultant or its subcontractors. 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 the related work.
- I. **Nondiscrimination.** The Consultant 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.
- J. **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.
- K. **Publicity.** Any publicity given to the program or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Consultant and related to the services and work to be performed under this Agreement, shall identify the Owner as the sponsoring agency and shall not be released without prior written approval of the Owner.
- L. **Suspension and Debarment.** By signing this Agreement, the Consultant 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, the Consultant agrees to notify the Owner 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.

- M. **Administration of Federal Funds.** The Consultant agrees its use of the funds awarded herein is subject to the Uniform Administrative Requirements of 2 CFR 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 the Owner.
- N. **Copyright License and Patent Rights.** The Consultant acknowledges that federal grantor, the State of Wyoming, and the Owner 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 the Consultant purchases ownership using funds awarded under this Agreement. The Consultant must consult with the Owner regarding any patent rights that arise from, or are purchased with, funds awarded under this Agreement.
- O. **Federal Audit Requirements.** The Consultant 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. The Consultant agrees to comply with the audit requirements of the U.S. General Accounting Office Government Auditing Standards and Audit Requirements of 2 CFR Part 200, Subpart F. If findings are made which cover any part of this Grant, the Consultant shall provide one (1) copy of the audit report to the Owner and require the release of the audit report by its auditor be held until adjusting entries are disclosed and made to the Owner's records.
- P. **Non-Supplanting Certification.** The Consultant 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. The Consultant 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.
- Q. **Program Income.** The Consultant shall not deposit grant funds in an interest bearing account without prior approval of the Owner. Any income attributable to the grant funds distributed under this Agreement must be used to increase the scope of the program or returned to Owner.
- R. **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 and signed by all parties to this Agreement.
- S. **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 if the State of Wyoming is a named or joined party, otherwise venue shall be 7th Judicial District, Natrona County, Wyoming.

- T. **Assignment/Agreement Not 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 Consultant shall not use this Agreement, or any portion thereof, for collateral for any financial obligation without the prior written permission of the Owner.
  
- U. **Audit/Access to Records.** The Owner and its representatives shall have access to any books, documents, papers, electronic data, and records of the Consultant which are pertinent to this Agreement. The Consultant shall immediately, upon receiving written instruction from the Owner, provide to any independent auditor or accountant all books, documents, papers, electronic data, and records of the Consultant which are pertinent to this Agreement. The Consultant shall cooperate fully with any such independent auditor or accountant during the entire course of any audit authorized by the Owner.
  
- V. **Availability of Funds.** Each payment obligation of the Owner 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 Owner at the end of the period for which the funds are available. The Owner shall notify the Consultant 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 Owner in the event this provision is exercised, and the Owner shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.
  
- W. **Award of Related Agreements.** The Owner may award supplemental or successor Agreements for work related to this Agreement. The Consultant shall cooperate fully with other contractors and the Owner in all such cases.
  
- X. **Certificate of Good Standing.** The Consultant shall provide to the Owner a Certificate of Good Standing verifying compliance with all applicable unemployment insurance and workers’ compensation programs before and during performance of work under this Agreement, if applicable.

- Y. **Compliance with Laws.** The Consultant 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.
- Z. **Confidentiality of Information.** All documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Consultant in the performance of this Agreement shall be kept confidential by the Consultant unless written permission is granted by the Owner for its release. If and when the Consultant receives a request for information subject to this Agreement, the Consultant shall notify the Owner within ten (10) days of such request and shall not release such information to a third party unless directed to do so by the Owner, or a court of competent jurisdiction.
- AA. **Entirety of Agreement.** This Agreement, consisting of sixteen (16) pages; Exhibit A, Scope of Services, Project Budget, and Project Schedule, consisting of nine (9) pages; Exhibit B, MPO Policy Committee Approval, consisting of one (1) page; Exhibit C, Notice to Contractor – Compliance with Title VI of the Civil Rights Act of 1984 for Federal-Aid Contracts, consisting of two (2) pages; Exhibit D, Certification of Contractor, consisting of one (1) page; Exhibit E, Certificate of Agent, consisting of one (1) page; and Exhibit F, Certification of Suspension or Debarment, consisting of one (1) page, represents the entire and integrated Agreement between the parties and supersedes 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.
- BB. **Ethics.** The Consultant 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 the Consultant's profession.
- CC. **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 Owner 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.
- DD. **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.

- EE. **Indemnification.** The Consultant shall release, indemnify, and hold harmless the Owner and the State of Wyoming, and their officers, agents, employees, successors, and assignees from any and all claims, lawsuits, losses, and liability arising out of the Consultant's failure to perform any of the Consultant's duties and obligations hereunder or in connection with the negligent performance of the Consultant's duties or obligations, including, but not limited to, any claims, lawsuits, losses, or liability arising out of the Consultant's negligence or other tortious conduct.
  
- FF. **Independent Contractor.** The Consultant shall function as an independent contractor for the purposes of this Agreement and shall not be considered an employee of the Owner and the State of Wyoming for any purpose. Consistent with the express terms of this Agreement, the Consultant shall be free from control or direction over the details of the performance of services under this Agreement. The Consultant shall assume sole responsibility for any debts or liabilities that may be incurred by the Consultant 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 Consultant or its agents or employees to act as an agent or representative for or on behalf of the Owner and the State of Wyoming or to incur any obligation of any kind on the behalf of the Owner and the State of Wyoming. The Consultant agrees that no health/hospitalization benefits, workers' compensation, unemployment insurance, or similar benefits available to State of Wyoming employees will inure to the benefit of the Consultant or the Consultant's agents or employees as a result of this Agreement.
  
- GG. **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.
  
- HH. **Notice of Sale or Transfer.** The Consultant shall provide the Owner with notice of any sale, transfer, merger, or consolidation of the assets of the Consultant. Such notice shall be provided in accordance with the notices provision of this Agreement and, when possible and lawful, in advance of the transaction. If the Owner determines that the sale, transfer, merger, or consolidation is not consistent with the continued satisfactory performance of the Consultant's obligations under this Agreement, then the Owner may, at its discretion, terminate or renegotiate the Agreement.
  
- II. **Ownership and Destruction of Documents/Information.** The Owner owns all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Consultant in the performance of this Agreement.

Upon termination of services, for any reason, the Consultant agrees to return all such original and derivative information/documents to the Owner in a useable format. In the case of electronic transmission, such transmission shall be secured. The return of information by any other means shall be by a parcel service that utilizes tracking numbers. Upon the Owner's verified receipt of such information, the Consultant agrees to physically and electronically destroy any residual Owner-owned data, regardless of format, and any other storage media or areas containing such information. The Consultant agrees to provide written notice to the Owner confirming the destruction of any such residual Owner-owned data.

- JJ. **Patent or Copyright Protection.** The Consultant recognizes that certain proprietary matters or techniques may be subject to patent, trademark, copyright, license, or other similar restrictions, and warrants that no work performed by the Consultant or its subcontractors will violate any such restriction. The Consultant shall defend and indemnify the Owner for any violation or alleged violation of such patent, trademark, copyright, license, or other restrictions.
- KK. **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).
- LL. **Proof of Insurance.** The Consultant shall not commence work under this Agreement until it has obtained all the insurance required by the Owner and the State of Wyoming and such insurance has been approved by the Owner and the State of Wyoming. Approval of insurance by the Owner and the State of Wyoming shall not relieve or decrease the liability of the Consultant. The Consultant shall file a Certificate of Insurance with the Owner verifying each type of coverage required.
- a. **Workers' Compensation and Employer's Liability Insurance.** The Consultant shall provide the Owner with a Certificate of Good Standing or other proof of workers' compensation coverage for all its employees who are to work on the project described in this Agreement. The Consultant's coverage shall be under the Wyoming Department of Workforce Services' workers' compensation program if statutorily required or such other private workers' compensation insurance, as appropriate. Non-Wyoming Consultant's insurance coverage shall also include Employer's Liability "Stop Gap" coverage, in an amount not less than five hundred thousand dollars (\$500,000.00) per employee for each accident and disease. The Consultant shall also supply proof of workers' compensation and employers'

liability insurance, if required, for each and every subcontractor prior to allowing that subcontractor on the job site.

- b. **Commercial General Liability Insurance.** The Consultant shall provide commercial general liability insurance coverage, during the entire term of this Agreement, against claims arising out of bodily injury, death, damage to or destruction of the property of others, including loss of use thereof, and including underground collapse and explosion, and products and completed operations, in an amount not less than five hundred thousand dollars (\$500,000.00) per occurrence and one million dollars (\$1,000,000.00) general aggregate.
- c. **Business Automobile Liability Insurance.** The Consultant shall maintain during the entire term of this Agreement automobile liability insurance in an amount not less than five hundred thousand dollars (\$500,000.00) per occurrence.
- d. **Unemployment Insurance.** The Consultant shall be duly registered with the Department of Workforce Services and obtain such unemployment insurance coverage as required. Such coverage shall be maintained throughout the duration of this Agreement. The Consultant shall supply the Owner with a Certificate of Good Standing or other proof of unemployment insurance coverage for itself and each and every subcontractor prior to beginning work under this Agreement and at any time upon request of the Owner.
- e. **Payment of Premiums and Notice of Revocation.** All policies required under this Agreement shall be in effect for the duration of this Agreement. All policies shall be primary and not contributory. The Consultant shall pay the premiums on all insurance certificates which must include a clause stating that the insurance may not be revoked, canceled, amended, or allowed to lapse until the expiration of at least thirty (30) days advance written notice to the Owner.
- f. **The Owner May Insure for Contractor.** In case of a breach of any provision of this Section, the Owner or the State may, at the Owner's or State's option, purchase and maintain, at the expense of the Consultant, such insurance in the name of the Consultant, or subcontractor, as the Owner or the State may deem proper and may deduct the cost of taking out and maintaining such insurance from any sums which may be due or become due to the Consultant under this Agreement.
- g. **The Owner's Right to Reject.** The Owner reserves the right to reject a certificate of insurance if the Consultant's insurance company is widely regarded in the insurance industry as financially unstable.



h. **The Owner's Right to Contact Insurer.** The Owner shall have the right to consult with the Consultant's insurance agent for disclosure of relevant policy information. Relevant information includes, but is not limited to:

- i. Exclusions from coverage;
- ii. Claims in progress which could significantly reduce the annual aggregate limit; and
- iii. Any applicable deductible amounts.

If the policy is a "claims made" policy instead of an "occurrence" policy, the information provided shall include, but not necessarily be limited to, retroactive dates and extended reporting periods or tails.

i. **Subcontractors.** The insurance requirements set out above apply to all subcontractors. It is the Consultant's responsibility to ensure that its subcontractors meet these insurance requirements. The Owner has the right to review the insurance certificates of any and all subcontractors used by the Consultant.

MM. **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.

NN. **Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-101 *et seq.*, the State of Wyoming and the Owner expressly reserve sovereign and governmental immunity by entering into this Agreement and specifically retain all immunities and defenses available to them. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign and governmental immunity. The parties further acknowledge that there are constitutional and statutory limitations on the authority of the Owner or the State of Wyoming and its agencies or instrumentalities to enter into certain terms and conditions supplied by the Consultant, including, but not limited to, the following: liability for damages; choice of law; conflicts of law; venue and forum-selection clauses; defense or control of litigation or settlement; liability for acts or omissions of third parties; payment of attorneys' fees or costs; additional insured provisions; dispute resolution, including, but not limited to, arbitration; indemnification of another party; and confidentiality. Any such provisions in the Agreement, or in any attachments or documents incorporated by reference, will not be binding on the Owner or the State of Wyoming except to the extent authorized by the laws and Constitution of the State of Wyoming. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign or governmental 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 sovereign immunity shall be construed in favor of sovereign or governmental immunity.

OO. **Taxes.** The Consultant 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.

PP. **Termination of Agreement.** This Agreement may be terminated, without cause, by the Owner upon thirty (30) days' written notice. This Agreement may be terminated by the Owner immediately for cause if the Consultant fails to perform in accordance with the terms of this Agreement.

If at any time during the performance of this Agreement, in the opinion of the Owner, the work is not progressing satisfactorily or within the terms of this Agreement, then, at the discretion of the Owner and after written notice to the Consultant, the Owner may terminate this Agreement or any part of it. As of the termination date, the Consultant will be entitled to a pro rata payment for all work accomplished and accepted by the Owner; however, the Consultant shall be liable to the Owner for the entire cost of replacement services for the duration of the Agreement term.

QQ. **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.

RR. **Time is of the Essence.** Time is of the essence in all provisions of this Agreement.

SS. **Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Agreement.

TT. **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.

UU. **Personnel.** The Consultant represents that it has, or will secure, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of the City of Casper or the Casper Area Metropolitan Planning Organization. All of the services required hereunder 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 state or federal laws

- VV. **Personnel Changes.** The City of Casper reserves the right to re-negotiate or terminate the Agreement if there is a change in 33% or more of the Consultant's key personnel or with any change with the Consultant's Project Manager. In addition, the City may remove any key personnel from the Consultant's team if that person is deemed unsuitable or a hindrance to the cooperative completion of the project.
- WW. **Technical.** The Consultant shall provide a single point of contact to address technical issues and the distribution and receipt of data. Likewise, the City will provide a single technical contact to assure follow-through on deliverables. All GIS-based data will be disseminated and returned by Consultant in a standardized format (as defined by City IT Staff) that can easily be integrated with existing City of Casper data.
- XX. **Wyoming Governmental Claims Act.** The Owner 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 Owner specifically reserve the right to assert any and all rights, immunities, and defenses it may have pursuant to the Wyoming Governmental Claims Act.
- YY. **Subconsultant.** The Consultant shall not employ any Subconsultant or Subcontractor to perform any services in the scope of this Project, unless said Subconsultant or Subcontractor is approved in writing by the Owner. Said Subconsultant shall be paid by the Consultant.
- ZZ. **Assignability.** The Consultant shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the Owner: provided, however, that claims for money due or to become due the Consultant under this Agreement 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 Owner.
- AAA. **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 insure 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 to be provided 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.

- BBB. Ownership of Project Materials.** It is agreed that all finished or unfinished documents, data, studies, surveys, graphics, drawings, maps, models, photographs, films, duplicating plates, and reports prepared by the Consultant under this Agreement shall be considered the property of the Owner, and upon completion of the services to be performed, they will be turned over to the Owner provided that, in any case, the Consultant may, at no additional expense to the Owner, 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 Owner. Consultant shall not be liable for any modifications to documents prepared by Consultant which are made without its advice after delivery of such documents to Owner, nor shall Consultant be liable for their use by Owner without Consultant's consent in other projects.
- CCC. Findings Confidential.** All reports, information, data, etc., given to or prepared, or assembled by the Consultant under this Agreement, shall be deemed confidential and none shall be made available to any individual or organization by the Consultant without the prior written consent of the Owner.
- DDD. Governing Law.** This Agreement has been executed by the parties hereto on the day and year first above written and 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 federal, state, or local governments and shall not trespass on any public or private property in performing any of the work embraced by this Agreement.
- EEE. Intent.** Consultant represents that it has read and agrees to the terms of this Agreement and further agrees that it is the intent of the parties that Consultant shall perform all of the services to be provided for the compensation set forth in this Agreement. Consultant also agrees that it is the specific intent of the parties, and a material condition of this Agreement, that it shall not be entitled to compensation for other services rendered unless specifically authorized by the Owner. Consultant agrees that it has made a careful examination of the services to be rendered, and that the Agreement price is adequate compensation for all the services to be rendered under the terms of this Agreement.

FFF. **Pass Through Provisions.** Federal law requires the Consultant to include all relevant special provisions of this Agreement in every subcontract awarded over ten thousand dollars (\$10,000.00) so that such provisions are binding on each subcontractor.

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## EXHIBIT "A" SCOPE OF SERVICES



### SCOPE OF WORK

#### 1) Task 1: Public Engagement

- a) Hold two open-house group meetings with area residents, business owners, and key stakeholders. One would occur near the beginning of the study to obtain input on needs, concerns and solution ideas, with a second near the end of the study to discuss preliminary recommendations which will include conceptual improvement plans and renderings. The focus groups will be a two-way street of innovative information sharing – gaining perspective; concerns, ideas and feedback from the public; and providing education and information on trends, issues, and solutions back to the public
- b) Take advantage of any existing meetings or events in the area where we can present or have a booth to interact with people, like concerts or community events.
- c) A series of "pop-up" meetings is also proposed. In this technique, we go directly to locations of the specific users who we need to talk to. Pop-up meetings are a go-to-user strategy that allows us to poll a diverse group of users in diverse locations. This may include the lunch crowd that represents area employees, night-time taverns, or residents attending area recreation centers. A pop-up meeting can be set up in nearly any location including a restaurant, transit stop, along key connection points and trails, in parking areas, office buildings, and grocery stores. Surveys will be developed and used during these meetings, including interactive, GIS-based maps on the tablets where people can note concern locations and solution ideas. In-person meetings would also have educational components and build stakeholder ownership of the process.
- d) We will use Digital Engagement, which could include several online tools such as a webpage, use of Facebook and Twitter, and online surveys. The same surveys will be used as with the in-person meetings, only with online interactive versions.

#### 2) Task 2: Existing Conditions

- a) Obtain and review any existing vehicle, pedestrian and bicycle traffic count data. The data needs to have been collected after the Westwinds/I-25 was opened. For estimating purposes, this proposal assumes that no recent data exists, so new data needs to be collected.
- b) Collect AM and PM peak hour turning movement/pedestrian/bicycle counts at the intersections of Salt Creek Highway with Antelope Drive, Sunset Drive, Prairie Lane, McMurry Blvd., and Westwinds Drive. Note that this step could significantly delay the study due to changes in travel volumes and patterns due to the COVID-19 situation and the downturn of the oil and gas industry. We will work with MPO staff to determine the best way to collect/estimate/adjust data to represent normal existing conditions. One possibility is the use of Big Data (INRIX) to estimate travel volumes and patterns.
- c) Obtain the latest 3 years of crash data along this section of Salt Creek Highway. Perform a crash analysis of the data and a road safety audit of this section of Salt Creek Highway. Graphics will be prepared to illustrate the spatial distribution of crashes both overall and for significant crash types, particularly for those that relate to existing and future access management or other safety improvements along the corridor.
- d) Conduct an AM/PM peak hour travel time study. Provide data in a format that is acceptable for the area travel demand model. Supplement this with INRIX data, if available, to verify normal travel patterns.
- e) Analyze the existing operational conditions at the study area intersections using SYNCHRO software and existing traffic control. A field inventory of all roadway geometry (lane configurations, widths, speed limits) and traffic controls will be conducted to ensure the model is accurately coded and validated to replicate existing conditions
- f) Using appropriate AASHTO or other criteria, measure the level of bicycle and pedestrian friendliness along Salt Creek Highway and the intersecting roads. We suggest using bicycle level of traffic stress to identify



appropriate bicycle facilities based on bicycling ability and experience. This system provides a score 1 through 4 for a corridor based on multiple measurable elements and roadway features,

- g) Review existing land use, density and form.
- h) Perform an access inventory along Salt Creek Highway. Determine areas of concern and opportunities for access consolidation.
- i) Review existing roadside drainage, stormwater management and utilities (using existing mapping and data).
- j) Review natural assets along the corridor.
- k) Use the results of the data collection, analysis, public input, and discussions with area officials and staff to develop a list of existing needs, barriers, opportunities and constraints along the corridor.

**3) Task 3: Future Conditions Analysis**

- a) Review proposed future land use, density and form.
- b) Work with MPO staff and the area travel demand model to develop 20-year travel forecasts using growth rates from the regional travel demand model and site trip generation for anticipated development projects.
- c) Develop a set of 20-year (2040) traffic projections.
- d) Conduct capacity analysis to determine how intersections are likely to operate in 2040 assuming existing traffic control.
- e) Develop a list of future corridor transportation needs.

**4) Task 4: Strategies and Expected Outcomes**

- a) Assess the potential existing and 2040 impacts of abandoning a 700-foot section of Antelope Drive at its intersection with Salt Creek Highway. Determine needed improvements along the Salt Creek Highway corridor, and the intersection roads. The following aspects will be assessed:
  - i) Determine and assess alternatives for traffic control and lane configuration at Sunset Drive/Salt Creek Highway. A roundabout, traffic signal, or more innovative intersection configurations will be investigated. Determine if auxiliary lanes of upgraded traffic control would be needed at other intersections along Salt Creek Highway.
  - ii) Ways to encourage the use of the new I-25/Westwinds interchange. This could include wayfinding signs, electronic signs, truck restrictions, local education, and other techniques.
  - iii) Determine ways to make Sunset Drive as a gateway “civic corridor” for Bar Nunn. Focus will be given to the section in front of the proposed new Town Hall. Determine a cross section that will safely accommodate cars, pedestrians and bicyclists. Propose ways to integrate lighting and develop a gateway theme, including tactical urban design such as pop-up bike lanes.
  - iv) Identify and alignment and cross-section for a new location roadway connection to the Wardell Industrial Road
  - v) Determine other improvements to Salt Creek Highway to improve multimodal safety and operations. These could include, but not be limited to, lighting, enhanced pedestrian crossings (refuge islands, rapid flashing beacons, HAWKS), lane widening, bicycle lanes, sidewalks or paths, signs, and other “complete street” concepts.
  - vi) Propose drainage, stormwater and utility improvements along the corridor.
  - vii) Based on community input and goals, propose a “toolkit” to enhance streets within Bar Nunn. Techniques could include alternative intersection control, enhanced pedestrian crossings, midblock

crossings, traffic calming/speed management techniques, decorative lighting, wayfinding signage, road diets, and others. This would include techniques to reduce the amount and impacts of industrial traffic on residential streets.

viii) Determine how transportation improvements tie in to meeting economic goals.

ix) Develop planning-level estimates of travel changes if a new industrial road from Old Salt Creek Highway to Wardell Industrial Road is constructed. Estimate what changes in road lane configuration and/or traffic control would be needed.

b) Conduct capacity analysis, using SYNCHRO and SIDRA, to determine how intersections would operate with the various improvements.

c) Evaluate and screen alternatives based on criteria to be established with the Casper MPO staff, Bar Nunn staff, and public input.

d) Develop planning-level estimate of probable costs. Develop a draft list of improvements.

**5) Task 5: Corridor Study Document**

a) Develop a draft Corridor Report. Develop appropriate presentation graphics.

b) Identify improvement phasing, funding and prioritization to assist the Town with implementation and project programming

c) Integrate comments/changes and produce a final Corridor Report. Produce 6 hard copies of the final report and electronic version in PDF format. Transmit all graphics, data and analysis to the Casper MPO at the completion of the project.

**6) Task 6: Project Management/Coordination Meetings**

a) Hold in-person, phone or video meetings with local and MPO officials, as needed, throughout the study. This will include a kick-off meeting at the start of the study to finalize study goals and objectives, plus the scope of work and schedule.

b) Conduct Project Management tasks as required, including monthly billings.



EXHIBIT "B"

MPO POLICY COMMITTEE APPROVAL

WHEREAS, the Casper Area Metropolitan Planning Organization Policy Committee approved the MPO Unified Planning Work Program (UPWP) Budget on July 24, 2019 for a Bar Nunn Salt Creek Highway Corridor Traffic Study and Plan; and,

WHEREAS, on March 28, 2020, the Consultant Selection Committee approved the hiring of CLH Associates, LLC., 3539 Craftsbury Drive, Highlands Ranch, Colorado, 80126, to complete the Bar Nunn Salt Creek Highway Corridor Traffic Study and Plan.

WHEREAS, CLH Associates, LLC., Inc. is willing, available and qualified to perform said work.

NOW, THEREFORE BE IT RESOLVED BY THE MPO POLICY COMMITTEE: That the City of Casper, as the agent of the MPO, is hereby directed to enter into a Contract for Professional Services with CLH Associates, LLC., to complete the Bar Nunn Salt Creek Highway Corridor Traffic Study and Plan in accordance with the scope of work and schedule included in the Contract, for an agreement amount of Seventy Thousand Dollars and Zero Cents (\$70,000.00).

PASSED AND APPROVED THIS \_\_\_ day of \_\_\_\_\_, 2020.

ATTEST:

CASPER AREA METROPOLITAN PLANNING ORGANIZATION POLICY COMMITTEE

\_\_\_\_\_  
Liz Becher  
Community Development Director

\_\_\_\_\_  
Paul Bertoglio  
Chairman

EXHIBIT "C"

NOTICE TO CONSULTANT  
COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1984  
FOR FEDERAL-AID CONTRACTS

During the performance of this CLH Associates, LLC., for itself, its assignees and successors in interest (hereinafter referred to as the Consultant), agrees as follows:

1. Compliance with Regulations.

The Consultant will comply with the Regulations of the Department of Transportation relative to nondiscrimination in federally-assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination.

The Consultant, with regard to the work performed by it after award and prior to completion of the Contract work, will not discriminate on the grounds of race, color, national origin, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Consultant will not participate either directly or indirectly in the discrimination prohibited by any state or federal law including, but not limited to, Section 21.5 of the Regulations, including employment practices, when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment.

In all solicitations, either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurements or materials or equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this Contract and the Regulations relative to nondiscrimination on the ground of race, color, or national origin.

4. Information and Reports.

The Consultant will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the MPO Policy Committee, WYDOT, or FHWA to be pertinent to ascertain compliance with such regulations, orders, and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the MPO Policy Committee, WYDOT, or FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.

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Consultant's Name: CLH Associates, LLC. Page 22 of 26

5. Sanctions for Noncompliance.

In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the MPO Policy Committee shall impose such contract sanctions as it or WYDOT or the FHWA may determine to be appropriate, including, but not limited to:

- A. Withholding of payments to the Contractor under the contract until the Contractor complies; and/or,
- B. Cancellation, termination, or suspension of the contract, in whole or in part.

6. Incorporation of Provisions.

The Consultant shall include the provisions of Paragraph 1 through 6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the regulations, order, or instructions issued pursuant thereto. The Consultant will take such action with respect to any subcontract or procurement as the MPO Policy Committee, WYDOT, or the FHWA may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that, in the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

EXHIBIT "D"

CERTIFICATION OF CONSULTANT

I hereby certify that I, Charles Huffine, am the President of and duly authorized representative of the firm of CLH Associates, LLC.; and that neither I nor the above firm I here represent has:

1. Employed or retained for a commission, percentage, brokerage fee, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above Consultant) to solicit or secure this Agreement;
2. Agreed, as an express or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out the Agreement; or,
3. Paid, or agreed to pay, to any firm, organization, or person (other than a bona fide employee working solely for me or the above Consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the Agreement, except as here expressly stated (if any).

I acknowledge that this Certification is to be given to the Casper Area Metropolitan Planning Organization, and is subject to applicable state and federal laws, both criminal and civil.

9/8/20  
Date

  
Signature

Charles Huffine  
Printed Name

President  
Title

EXHIBIT "E"

CERTIFICATE OF AGENT

I hereby certify that I am the designated AGENT of the City of Casper, Wyoming, a Municipal Corporation, and that the above consulting firm or its representatives have not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this Contract to:

1. Employ or retain, or agree to employ or retain, any firm or person; or,
2. Pay, or agree to pay, to any firm, person, or organization any fee, contribution, donation, or consideration of any kind; with no exceptions.

I acknowledge that this Certification is subject to applicable state and federal laws, both criminal and civil.

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation:

Date \_\_\_\_\_

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

EXHIBIT "F"

CERTIFICATION OF  
SUSPENSION OR DEBARMENT

STATE OF Florida ) ss

COUNTY OF Manatee ) ss

I, Charles Huffine, being duly sworn on oath, certify that neither I, nor any person associated therewith in the capacity of Owner, partner, director, or officer is currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any state or federal agency; have been suspended, debarred, voluntarily excluded, or determined ineligible by any state or federal agency within the past three years; have a proposed debarment pending; and, nor have been indicted, convicted, or had a civil judgment rendered against (it) by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

By: [Signature]  
President  
Title

Subscribed in my presence and sworn to before me this 7<sup>th</sup> day of September, 2020, by:

[Signature]  
Terrell R Fields

Notary Public

04/03/2023  
My Commission Expires



RESOLUTION NO. 20-184

A RESOLUTION AUTHORIZING A CONTRACT BETWEEN THE CASPER AREA METROPOLITAN PLANNING ORGANIZATION (MPO) AND CLH ASSOCIATES, LLC., FOR THE BAR NUNN SALT CREEK HIGHWAY CORRIDOR TRAFFIC STUDY AND PLAN.

WHEREAS, the City of Casper, Wyoming, the Towns of Evansville, Mills, and Bar Nunn, Wyoming, Natrona County, Wyoming, and the Wyoming Department of Transportation entered into an Agreement, dated April 13, 1983, to provide for the cooperative, comprehensive, and continuing (3-C) transportation planning for the area of Casper, Wyoming and its environs; and,

WHEREAS, the Casper Area Transportation Planning Process (hereinafter described as the "CATPP") acts as the Metropolitan Planning Organization (hereinafter referred to as the "MPO") for the Casper Urbanized Area for the distribution of Federal Aid Planning Funds; and,

WHEREAS, the parties of the CATPP appointed the City to enter into contracts for and on behalf of the CATPP and to further act as the CATPP's Fiscal Manager in an Agreement Amendment dated April 19, 2005; and,

WHEREAS, any contract entered into by the City on behalf of the CATPP requires the approval of a majority of the voting members of the Policy Committee prior to its execution and implementation by the City; and,

WHEREAS, the MPO Policy Committee approved the MPO Unified Planning Work Program (UPWP) Budget on July 24, 2019, for a Bar Nunn Antelope Drive Study, not to exceed Eighty Thousand Dollars (\$80,000); and,

WHEREAS, the MPO released a request for proposal (RFP) for consulting groups that specialize Traffic Studies and Plans on May 1, 2020; and,

WHEREAS, the Project Selection Committee selected CLH Associates, LLC., on June 12, 2020, to complete the Bar Nunn Salt Creek Highway Corridor Traffic Study and Plan; and,

WHEREAS, the City of Casper and CLH Associates, LLC., desire to enter into a Contract for Professional services in the amount Seventy Thousand Dollars (\$70,000).

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 between the MPO and CLH Associates, LLC., on behalf of the Casper Area Metropolitan Planning Organization in the amount of Seventy Thousand Dollars and Zero Cents (\$70,000) for a Bar Nunn Salt Creek Highway Corridor Traffic Study and Plan.

PASSED, APPROVED, AND ADOPTED on this \_\_ day of \_\_\_\_\_, 2020.

APPROVED AS TO FORM:



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ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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Fleur Tremel  
City Clerk

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Steven K. Freel  
Mayor