

# COUNCIL MEETING AGENDA

Casper City Council  
City Hall, Council Chambers  
Tuesday, April 20, 2021, 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. Entrance to the meetings is the east door off David Street. Face coverings are encouraged. Seating will be limited, and media will be given priority. Public input via email is encouraged: [CouncilComments@casperwy.gov](mailto:CouncilComments@casperwy.gov). Citizens may call 307-235-8272 from 8 a.m. to 5 p.m. Monday or 8 a.m. to noon on Tuesday of the meeting to schedule a call for the Council meeting. Staff will provide citizens with a link or phone number to call in to speak during the meeting along with instructions.**

## AGENDA

1. ROLL CALL
2. PLEDGE OF ALLEGIANCE

3. CONSIDERATION OF MINUTES OF THE APRIL 6, 2021 REGULAR COUNCIL MEETING, AS PUBLISHED IN THE CASPER STAR-TRIBUNE ON APRIL 14, 2021
4. CONSIDERATION OF MINUTES OF THE APRIL 6, 2021 EXECUTIVE SESSION – LITIGATION
5. CONSIDERATION OF BILLS AND CLAIMS
6. BRIGHT SPOTS IN OUR COMMUNITY – PLATTE RIVER TRAILS TRUST DONATION
7. BRIGHT SPOTS IN OUR COMMUNITY – PROCLAMATION FOR NATIONAL SERVICE RECOGNITION DAY
8. COMMUNICATIONS
  - A. From Persons Present
9. ESTABLISH DATE OF PUBLIC HEARINGS
  - A. Consent
    1. Establish May 4, 2021, as the Public Hearing Date for Consideration of:
      - a. **Replat Creating Harmony Hills Addition No. 3.**
      - b. **Replat Creating Kensington Heights Addition No. 3.**
      - c. New **Restaurant Liquor License No. 40** Yang & Zhang, Inc., d/b/a **Lime Leaf Asian Bistro.**
10. PUBLIC HEARINGS
  - A. Ordinance
    1. **Parking Regulations and Restrictions – Chapter 10.36.**
  - B. Minute Action
    1. **Transfer of Retail Liquor License No. 28** from Propper Management, LLC d/b/a **307 Sunrise**, Located at 4370 South Poplar Street to **307 Bar, LLC**, Located at 4370 South Poplar Street.

10. PUBLIC HEARINGS (continued)

B. Minute Action

2. Transfer of Three Retail Liquor Licenses Location and Three New Bar and Grill Liquor Licenses.
  - a. Transfer of Location for **Retail No. 12** FireRock Hospitality Group, LLC d/b/a **FireRock Steakhouse** Located at 6100 East 2<sup>nd</sup> Street to Mesa Liquors, LLC, d/b/a **Mesa Liquor** Located at 3243 Talon Drive Suite 200.
  - b. New **Bar and Grill License No. 2** for FireRock Hospitality Group, LLC d/b/a **FireRock Steakhouse** Located at 6100 East 2<sup>nd</sup> Street.
  - c. Transfer of Location for **Retail Liquor License No. 15** OC Casper, LLC, d/b/a **Old Chicago Restaurant**, Located at 3580 East 2<sup>nd</sup> Street to Wyoming Liquor, LLC, d/b/a **Wyoming Discount Liquor** Located at 4330 East 2<sup>nd</sup> Street.
  - d. New **Bar and Grill Liquor License No. 12** for OC Casper, LLC d/b/a **Old Chicago Restaurant** Located at 3580 East 2<sup>nd</sup> Street.
  - e. Transfer of Location for **Retail No. 23** Johnson Restaurant Group, Inc., d/b/a **CY Discount Liquor**, Located at 840 CY Avenue to Johnson Restaurant Group, Inc., d/b/a **CY Discount Liquor** Located at 1375 CY Avenue Suite 100.
  - f. New **Bar and Grill License No. 10** for Casper Taco Shop, LLC, d/b/a **Fuzzy's Taco Shop** Located at 3243 Talon Dr. Suite 400.

11. THIRD READING ORDINANCES

- A. Amending Section 13.04.060 of the Casper Municipal Code – **Application Requirements and Procedures – Water Distribution/Sanitary Sewer Collection Facilities.**
  1. Communications from Persons Present
- B. Vacation and Replat Creating **Central Services Addition No. 2.**
  1. Communications from Persons Present

12. RESOLUTIONS

- A. Authorizing **Amendment to the New Delta Addition Subdivision Agreement**, Dated August 3, 1999, to remove all land use restrictions identified in Sections 2.1 and 2.2 of the New Delta Subdivision Agreement for Lot 1 only.
  1. John Ramsey
  2. Marty Axlund
  3. Jens Hansen
  4. Greg Dixson
  5. Bob Crkovnik
  6. Charlie Shopp

12. RESOLUTIONS (continued)

B. Consent

1. Approving a Replat Creating **Mountain Plaza Pathway Addition**.
2. Approving and Authorizing a One-Year Contract with **AAA Landscaping** for **Clean-up of Weeds and Trash Covered Properties** for Code Enforcement.
3. Approving and Authorizing a One-Year Contract with **B&B Sales and Services** for **Clean-up of Weeds and Trash Covered Properties** for Code Enforcement.
4. Approving and Authorizing a One-Year Contract with **Brian's Go To Service** for **Clean-up of Weeds and Trash Covered Properties** for Code Enforcement.
5. Approving and Authorizing a One-Year Contract with **Two Brothers Lawn Services and Snow Removal, LLC** for **Clean-up of Weeds and Trash Covered Properties** for Code Enforcement.
6. Approving and Authorizing a One-Year Contract with **Extreme Landscaping, LLC** for **Clean-up of Weeds and Trash Covered Properties** for Code Enforcement.
7. Approving and Authorizing an Amendment to the Contract for Professional Services between the City of Casper and **HDR Engineering, Inc.** for the **Casper Metropolitan Planning Organization's Public Participation Plan**.
8. Authorizing a Contract for Professional Services with **Zonar Systems, Inc.**, in an Amount not to exceed \$101,828.10, for **Automated Vehicle Location and Electronic Verified Inspection Reporting System Systems for the Refuse Collection and Balefill Fleets Project**.
9. Authorizing a Contract for **Outside-City Sewer Service** with **JR and Heather Boyles Living Trust**.
10. Authorizing a Contract for **Outside-City Water and Sewer Service** with **Jacob Carson and Sadie Carson**.
11. Authorizing the Approval of the **Wyoming Association of Risk Management Revised Joint Powers Agreement**.

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

14. ADJOURN INTO EXECUTIVE SESSION - LITIGATION

15. ADJOURNMENT

## Upcoming Council Meetings

### **Council meetings**

6:00 p.m. Tuesday, May 4, 2021– Council Chambers

6:00 p.m. Tuesday, May 18, 2021 – Council Chambers

### **Work sessions**

4:30 p.m. Tuesday, April 27, 2021 –Council Meeting Room

4:30 p.m. Tuesday, May 11, 2021–Council Meeting Room

---

### 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 |

---

COUNCIL PROCEEDINGS  
Casper City Hall – Council Chambers  
April 6, 2021

BRIGHT SPOT – DAN CROW RETIREMENT

Police Chief McPheeters invited everyone to join the retirement celebration for Police Officer Dan Crow, which was held outdoors between the Hall of Justice and City Hall at 6:00 p.m. Upon return from this celebration Mayor Freel acknowledged the efforts of Officer Crow in his nearly thirty-three years of service with the Casper Police and Fire Departments.

1. ROLL CALL

Casper City Council met in regular session at 6:09 p.m., Tuesday, April 6, 2021. Present: Councilmembers Cathey, Engebretsen, Gamroth, Johnson, Knell, Lutz, Pacheco, Pollock and Mayor Freel.

2. PLEDGE OF ALLEGIANCE

Mayor Freel led the audience in the Pledge of Allegiance.

3. MINUTES

Moved by Councilmember Cathey, seconded by Councilmember Knell, to, by minute action, approve the minutes of the March 16, 2021, regular Council meeting, as published in the Casper-Star Tribune on March 25, 2021. Motion passed.

4. EXECUTIVE SESSION MINUTES

Moved by Vice Mayor Pacheco, seconded by Councilmember Pollock, to, by minute action, approve the minutes of the March 16, 2021, executive session. Motion passed.

5. BILLS & CLAIMS

Moved by Councilmember Engebretsen, seconded by Councilmember Johnson, to, by minute action, approve payment of the April 6, 2021, bills and claims, as audited by City Manager Napier. Motion passed.

| Bills & Claims 04/06/21 |          |           |
|-------------------------|----------|-----------|
| 71Const                 | Services | 34,515.02 |
| AMBI                    | Services | 196.42    |
| AceHrdw                 | Goods    | 50.33     |
| Adecco                  | Services | 1,164.00  |
| AdvncdGeotech           | Services | 5,414.00  |
| Airgas                  | Goods    | 495.70    |
| Alsco                   | Services | 1,502.53  |
| Amerigas                | Goods    | 12,411.74 |
| AndreenHuntConst        | Services | 10,637.00 |
| Arrwhd                  | Services | 500.37    |
| ARS                     | Services | 160.00    |
| ASundell                | Reimb    | 300.00    |
| AtlnticElect            | Services | 8,258.75  |

|                |           |            |
|----------------|-----------|------------|
| AtlasOffice    | Goods     | 1,836.90   |
| BankofAmrca    | Goods     | 91,907.44  |
| BBates         | Reimb     | 115.49     |
| BlkHillsEnergy | Utilities | 58,962.68  |
| BlakemanProp   | Goods     | 1,024.89   |
| Bloedorn       | Goods     | 1,719.78   |
| Bobcat         | Goods     | 9,400.00   |
| BrkthrgHbsktbl | Refund    | 151.50     |
| Brenntag       | Goods     | 26,596.28  |
| CAsbe          | Services  | 1,400.00   |
| Caselle        | Services  | 75.00      |
| CConner        | Reimb     | 50.00      |
| CMoser         | Reimb     | 236.22     |
| CPotter        | Reimb     | 42.91      |
| CrlnaSftwr     | Services  | 450.00     |
| CsprArTrans    | Funding   | 124,026.71 |
| CsprElct       | Goods     | 707.00     |
| CsprHsng       | Funding   | 25,384.90  |
| CsprNCHlth     | Services  | 225.00     |
| CsprStarTrib   | Services  | 2,408.80   |
| CsprTin        | Services  | 1,102.10   |
| CsprTire       | Services  | 995.00     |
| CntrlWyCrvt    | Refund    | 500.00     |
| CenturyLink    | Utilities | 131.82     |
| CH2mHill       | Services  | 14,197.23  |
| CtyofCspr      | Services  | 110,591.46 |
| CtySrv         | Services  | 9,766.00   |
| CKDRntls       | Goods     | 5,800.00   |
| CMITeco        | Goods     | 44,274.13  |
| CommTech       | Goods     | 30,339.06  |
| Comtronix      | Goods     | 527.00     |
| CndrdncHlth    | Goods     | 235.08     |
| Convergeone    | Services  | 2,688.55   |
| Core&Main      | Goods     | 4,550.00   |
| ComptrProf     | Goods     | 16,753.00  |
| DeckerAuto     | Goods     | 1,207.07   |
| Dell           | Goods     | 479.22     |
| DennisSppl     | Goods     | 104.92     |
| DFS            | Services  | 20.00      |
| DJones         | Reimb     | 100.00     |
| DmndVglPts     | Goods     | 10.57      |
| DPC            | Goods     | 6,909.11   |
| Econolite      | Goods     | 8,740.47   |
| EnrgyLabs      | Services  | 946.00     |
| EnvrmntlCvl    | Services  | 17,560.85  |

|                |          |           |
|----------------|----------|-----------|
| EPGCo          | Services | 5,440.94  |
| ExprssGrgDr    | Services | 480.00    |
| ExprssSvcs     | Services | 2,595.30  |
| FrmrBrths      | Goods    | 54.28     |
| FIB            | Services | 35.74     |
| GCBldg         | Goods    | 979.00    |
| Galls          | Goods    | 1,857.95  |
| GlobalSpectrum | Funding  | 82,909.91 |
| GolderAssoc    | Services | 31,208.52 |
| Grainger       | Goods    | 1,364.83  |
| GrizzlyExcav   | Services | 17,004.00 |
| HDREng         | Services | 12,288.85 |
| Homax          | Goods    | 64,592.37 |
| HorizonCbl     | Goods    | 163.46    |
| HoseRubbr      | Goods    | 39.88     |
| InbrgMllrEnt   | Services | 318.00    |
| Isco           | Goods    | 23,858.00 |
| Intgrtywndw    | Services | 865.00    |
| IntrmntnMtr    | Services | 2,870.78  |
| Intrado        | Services | 3,280.00  |
| ITCElect       | Services | 50,681.94 |
| JacksTrck      | Services | 24.55     |
| JacobsEng      | Services | 61,827.50 |
| JohnnyAppls    | Goods    | 3,220.00  |
| KAdams         | Reimb    | 300.00    |
| KitchenCnnetns | Goods    | 400.00    |
| KiwanisClb     | Dues     | 180.00    |
| KnifeRvr       | Goods    | 40,972.38 |
| LawOffHYoung   | Services | 6,665.09  |
| LisasSpicSpan  | Services | 1,210.00  |
| LongBldg       | Goods    | 240.00    |
| LumStdo        | Services | 1,282.50  |
| MKolker        | Reimb    | 26.24     |
| Mstrgrphcs     | Services | 2,457.00  |
| McMurryRdyMx   | Goods    | 470.75    |
| MichaelsFence  | Goods    | 80.00     |
| MonsonJant     | Services | 7,295.29  |
| Mtnflw         | Goods    | 892.00    |
| MtnStatesLitho | Services | 404.08    |
| MtnStatesPipe  | Goods    | 5,836.60  |
| MtnWestPhone   | Services | 1,000.00  |
| Napa           | Goods    | 84,864.80 |
| NCOffices      | Services | 3,500.00  |
| NCSheriff      | Services | 7,500.00  |
| Norco          | Goods    | 1,504.58  |



|               |           |              |
|---------------|-----------|--------------|
| NrthrnLghts   | Goods     | 2,600.00     |
| NWContractors | Goods     | 244.92       |
| OlsonAuto     | Services  | 2,557.04     |
| OneCall       | Services  | 399.25       |
| OvrhdDr       | Services  | 34.44        |
| Prtsmstr      | Goods     | 6,118.97     |
| PeakGeosltns  | Goods     | 2,000.00     |
| PNiper        | Reimb     | 99.55        |
| PostalPros    | Services  | 14,510.22    |
| Prnwrks       | Services  | 362.73       |
| ProFlrng      | Services  | 6,698.42     |
| Protec        | Services  | 752.20       |
| RsrcMgmt      | Services  | 1,653.25     |
| RckyMtnAirSol | Goods     | 20.36        |
| RckyMtnPwr    | Utilities | 156,897.79   |
| RMoore        | Reimb     | 133.97       |
| RouterSwr     | Services  | 830.64       |
| ShrwnWllms    | Goods     | 1,095.00     |
| SixRbbls      | Goods     | 723.74       |
| SmithPsych    | Services  | 1,200.00     |
| SoftDr        | Goods     | 49.95        |
| StateofWy     | Services  | 5,444.25     |
| SVanWyck      | Reimb     | 227.99       |
| Stateline#7   | Services  | 2,500.00     |
| TArmijo       | Reimb     | 150.00       |
| TElhart       | Reimb     | 497.62       |
| Thatcher      | Services  | 9,478.16     |
| TopOffice     | Services  | 31.14        |
| TretoConst    | Services  | 85,688.00    |
| TylerTech     | Services  | 11,700.00    |
| UnitedWay     | Services  | 757.55       |
| Verizon       | Services  | 2,489.56     |
| Volance       | Services  | 25.00        |
| VRCCo         | Services  | 309.36       |
| WBohman       | Reimb     | 300.00       |
| WayneColeman  | Services  | 28,663.00    |
| WearPrts      | Goods     | 6.26         |
| WellbornSllvn | Services  | 7,500.00     |
| WWCEng        | Services  | 3,978.40     |
| WLCEng        | Services  | 2,903.50     |
| WYPeaceOff    | Dues      | 230.00       |
| WYLowVolt     | Goods     | 85.00        |
| XeroxCorp     | Services  | 204.22       |
| YamahaMtr     | Goods     | 13,165.00    |
| Total         |           | 1,611,214.56 |

6. COMMUNICATIONS FROM PERSONS PRESENT

Individuals addressing the Council were: Jessica Rodgers, 2850 E. 7<sup>th</sup>, Mileage Mike Harrison, N. Jefferson, Dale Zimmerle, 3035 Bellaire, and Mike Howell, 6421 Chief Washakie. These citizens expressed frustration with the insurance and permitting process for parade events to be held by the Central Wyoming Abate organization. Councilmembers had many questions for the speakers, and also commented on the subject. City Manager Napier provided an overview of the permitting process for parades and other events. This matter was discussed at length and Mayor Freel encouraged the group to work with staff to plan their next event and to apply for a permit.

7. ESTABLISH PUBLIC HEARINGS

Moved by Councilmember Cathey, seconded by Councilmember Gamroth, to, by minute action, establish April 20, 2021, as the public hearing date for the consideration of:

- a. Ordinance regarding Parking Regulations and Restrictions – Chapter 10.36;
- b. Transfer of Retail Liquor License No. 28 from Propper Management, LLC d/b/a 307 Sunrise, located at 4370 South Poplar Street to 307 Bar, LLC, located at 4370 South Poplar Street; and
- c. Transfer of three Retail Liquor Licenses location and three new Bar and Grill Liquor Licenses.
  1. Transfer of location for Retail No. 12 FireRock Hospitality Group, LLC d/b/a FireRock Steakhouse located at 6100 East 2<sup>nd</sup> Street to Mesa Liquors, LLC, d/b/a Mesa Liquor located at 3243 Talon Drive Suite 200.
  2. New Bar and Grill License No. 2 for FireRock Hospitality Group, LLC d/b/a FireRock Steakhouse located at 6100 East 2<sup>nd</sup> Street.
  3. Transfer of location for Retail Liquor License No. 15 OC Casper, LLC, d/b/a Old Chicago Restaurant, located at 3580 East 2<sup>nd</sup> Street to Wyoming Liquor, LLC, d/b/a Wyoming Discount Liquor located at 4330 East 2<sup>nd</sup> Street.
  4. New Bar and Grill Liquor License No. 12 for OC Casper, LLC d/b/a Old Chicago Restaurant located at 3580 East 2<sup>nd</sup> Street.
  5. Transfer of Location for Retail No. 23 Johnson Restaurant Group, Inc., d/b/a CY Discount Liquor, located at 840 CY Avenue to Johnson Restaurant Group, Inc., d/b/a CY Discount Liquor located at 1375 CY Avenue Suite 100.
  6. New Bar and Grill License No. 10 for Casper Taco Shop, LLC, d/b/a Fuzzy's Taco Shop located at 3243 Talon Dr. Suite 400.

Councilmember Pollock abstained from voting on the two liquor license matters. Motion passed.

8.A ORDINANCE— SECOND READING

Following ordinance read:

ORDINANCE NO. 9-21  
AN ORDINANCE AMENDING SECTION 13.04.060 OF THE  
CASPER MUNICIPAL CODE.

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

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

8.B ORDINANCE– SECOND READING

Following ordinance read:

ORDINANCE NO. 10-21

AN ORDINANCE APPROVING THE VACATION AND REPLAT CREATING THE CENTRAL SERVICES ADDITION NO. 2.

Vice Mayor Pacheco presented the foregoing ordinance for approval, on second reading. Seconded by Councilmember Pollock.

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

9. CONSENT RESOLUTIONS

The following resolutions were considered, by consent agenda:

RESOLUTION NO. 21-32

A RESOLUTION RESCINDING RESOLUTION NO. 14-33 AND ESTABLISHING FEES FOR GEOGRAPHIC INFORMATION SYSTEM (GIS) AND ENGINEERING PRODUCTS AND SERVICES.

RESOLUTION NO. 21-33

A RESOLUTION AUTHORIZING A LEASE AGREEMENT WITH THE CASPER MOUNTAIN RACERS ASSOCIATION, FOR THE OPERATION OF THE CASPER SPEEDWAY.

RESOLUTION NO. 21-34

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH ROOTER SERVICE INC.

RESOLUTION NO. 21-35

A RESOLUTION AUTHORIZING THE FILING OF APPLICATIONS WITH THE FEDERAL TRANSIT ADMINISTRATION FOR FEDERAL TRANSPORTATION ASSISTANCE.

RESOLUTION NO. 21-36

A RESOLUTION AUTHORIZING THE FILING OF AN APPLICATION FOR A GRANT UNDER 49 U.S.C. SECTION 53, AS AMENDED BY THE FIXING AMERICA'S SURFACE TRANSPORTATION (FAST) ACT, PUBLIC LAW NO. 116-260, DECEMBER 27, 2020, AND OTHER AUTHORIZING LEGISLATION TO BE ENACTED.

RESOLUTION NO. 21-37

A RESOLUTION AUTHORIZING THE FILING OF AN APPLICATION FOR A GRANT UNDER 49 U.S.C. SECTIONS 5310 AND 5339, AS AMENDED BY THE FIXING AMERICA'S SURFACE TRANSPORTATION (FAST) ACT, PUBLIC LAW NO. 116-260, DECEMBER 27, 2020, AND OTHER AUTHORIZING LEGISLATION TO BE ENACTED.

RESOLUTION NO. 21-38

A RESOLUTION AUTHORIZING AN AGREEMENT WITH LIMMER ROOFING, INC., FOR THE 2021 CPU ROOF REPLACEMENTS, PROJECT NO. 20-049.

RESOLUTION NO. 21-39

A RESOLUTION AUTHORIZING THE RELEASE OF VARIOUS LOCAL ASSESSMENT DISTRICT (LAD) LIENS FOR LAD 156.

RESOLUTION NO. 21-40

A RESOLUTION ACCEPTING A QUITCLAIM DEED FROM THE PLATTE RIVER TRAILS TRUST FOR PROPERTY NEAR THE BEVERLY STREET BALLFIELDS BOAT RAMP.

RESOLUTION NO. 21-41

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH VALOR CONSTRUCTION LLC, TO REFINISH THE EXTERIOR OF A BUILDING AT THE STUCKENHOFF SHOOTERS COMPLEX.

RESOLUTION NO. 21-42

A RESOLUTION AUTHORIZING AN AGREEMENT WITH INSTALLATION AND SERVICE CO., INC., FOR THE NORTH PARK STREET MILL & OVERLAY, PROJECT NO. 20-042.

RESOLUTION NO. 21-43

A RESOLUTION AUTHORIZING AMENDMENT NO. 1 TO THE ELEVATOR MAINTENANCE AGREEMENT/CONTRACT FOR PROFESSIONAL SERVICES WITH THYSSENKRUPP ELEVATOR CORPORATION TO REPAIR THE FORD WYOMING CENTER FREIGHT ELEVATOR.

Councilmember Lutz presented the foregoing twelve (12) resolutions for adoption. Seconded by Councilmember Johnson. Motion passed.

10. MINUTE ACTION— CONSENT

Moved by Councilmember Johnson, seconded by Councilmember Lutz, to, by consent minute action: authorize the appointments of Doug Hall, Jason Magnuson, Jim DeGolia and Olivia Cole to the Leisure Services Advisory Board; authorize the purchase of six (6) new mid-size Police

utility Vehicles, two (2) new mid-size unmarked utility Police vehicles, two (2) new half-ton four door unmarked Police trucks, and one (1) new mid-size hybrid utility Police vehicle, from Greiner Motors, in the total amount of \$391,063; authorize the purchase of two (2) new fire engine chassis and bodies, from MaxFire Firefighting Solutions, Castle Rock, Colorado, in the amount of \$1,228,574; and, authorize the purchase of one (1) new 2021 CCTV vehicle from Western Precision, LLC, in the total amount of \$225,038.10. Motion passed.

11. INTRODUCTION OF MEASURES AND PROPOSALS

Councilmembers spoke on meetings they attended.

12. ADJOURN INTO EXECUTIVE SESSION

Mayor Freel noted the next meetings of the City Council will be a work session to be held at 4:30 p.m., Tuesday, April 13, 2021, in the Council Meeting Room; and, a regular Council meeting to be held at 6:00 p.m., Tuesday, April 20, 2021, in the Council Chambers.

At 7:01 p.m., it was moved Councilmember Cathey, seconded by Councilmember Knell, to adjourn into executive session to discuss litigation. Motion passed. Council moved into the Council meeting room.

At 8:28 p.m., it was moved by Vice Mayor Pacheco, seconded by Councilmember Cathey, to adjourn the executive session. Motion passed. Council opened the meeting to the public.

13. ADJOURNMENT

At 8:28 p.m., it was moved by Councilmember Cathey, seconded by Councilmember Johnson, to adjourn the regular Council meeting. Motion passed.

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

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

# City of Casper - Bills and Claims for April 20, 2021

## 307 COLLISION

|   |                        |                |                    |
|---|------------------------|----------------|--------------------|
| 307 COLLISION   | Fleet Maintenance Fund | Repairs        | \$5,029.26         |
| 307 COLLISION   | Fleet Maintenance Fund | Claim #2021029 | \$5,029.26         |
| <i>307 COLLISION - Total For Fleet Maintenance Fund</i> |                        |                | <i>\$10,058.52</i> |
| <b>307 COLLISION - ALL DEPARTMENTS</b>                  |                        |                | <b>\$10,058.52</b> |

## 71 CONSTRUCTION, INC

|   |                       |                                |                    |
|---|-----------------------|--------------------------------|--------------------|
| 71 CONSTRUCTION, INC  | Capital Projects Fund | Midwest Elm to Walnut Construc | \$14,953.05        |
| 71 CONSTRUCTION, INC  | Capital Projects Fund | Contract Withholding: 21300006 | \$41,092.70        |
| 71 CONSTRUCTION, INC  | Capital Projects Fund | Retainage                      | \$1,661.45         |
| <i>71 CONSTRUCTION, INC - Total For Capital Projects Fund</i> |                       |                                | <i>\$57,707.20</i> |
| <b>71 CONSTRUCTION, INC - ALL DEPARTMENTS</b>                 |                       |                                | <b>\$57,707.20</b> |

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

|   |                         |  |                 |
|---|-------------------------|--|-----------------|
| A.M.B.I. & SHIPPING,  | City Attorney           | Postage                                  | \$53.00         |
| <i>A.M.B.I. &amp; SHIPPING, - Total For City Attorney</i>           |                         |  | <i>\$53.00</i>  |
| A.M.B.I. & SHIPPING,  | Customer Service        | Postage                                  | \$398.30        |
| <i>A.M.B.I. &amp; SHIPPING, - Total For Customer Service</i>        |                         |  | <i>\$398.30</i> |
| A.M.B.I. & SHIPPING,  | Fire-EMS Administration | Mail services                            | \$4.40          |
| <i>A.M.B.I. &amp; SHIPPING, - Total For Fire-EMS Administration</i> |                         |  | <i>\$4.40</i>   |
| A.M.B.I. & SHIPPING,  | Human Resources         | Postage                                  | \$52.46         |
| <i>A.M.B.I. &amp; SHIPPING, - Total For Human Resources</i>         |                         |  | <i>\$52.46</i>  |
| A.M.B.I. & SHIPPING,  | Metro Animal Shelter    | BUSINESS SERVICES NOT ELSEWHERE CLASSIFI | \$309.01        |
| <i>A.M.B.I. &amp; SHIPPING, - Total For Metro Animal Shelter</i>    |                         |  | <i>\$309.01</i> |
| A.M.B.I. & SHIPPING,  | Parks - Parks Maint.    | Postage                                  | \$0.61          |
| <i>A.M.B.I. &amp; SHIPPING, - Total For Parks - Parks Maint.</i>    |                         |  | <i>\$0.61</i>   |
| A.M.B.I. & SHIPPING,  | Planning                | Postage Service                          | \$92.96         |
| <i>A.M.B.I. &amp; SHIPPING, - Total For Planning</i>                |                         |  | <i>\$92.96</i>  |
| A.M.B.I. & SHIPPING,  | Police Grants Fund      | Postage                                  | \$2.44          |
| <i>A.M.B.I. &amp; SHIPPING, - Total For Police Grants Fund</i>      |                         |  | <i>\$2.44</i>   |
| A.M.B.I. & SHIPPING,  | Police Records          | Postage / Shipping                       | \$313.07        |

|   |                 |         |                   |
|---|-----------------|---------|-------------------|
| <i>A.M.B.I. &amp; SHIPPING, - Total For Police Records</i>  |                 |         | <i>\$313.07</i>   |
| A.M.B.I. & SHIPPING,  | Risk Management | Postage | \$4.54            |
| <i>A.M.B.I. &amp; SHIPPING, - Total For Risk Management</i> |                 |         | <i>\$4.54</i>     |
| <b>A.M.B.I. &amp; SHIPPING, - ALL DEPARTMENTS</b>           |                 |         | <b>\$1,230.79</b> |

## AC TREE SERVICE

|   |                        |                                      |                    |
|---|------------------------|--------------------------------------|--------------------|
| AC TREE SERVICE   | Parks - Urban Forestry | Hazardous Tree Removal from Cemetery | \$5,141.00         |
| <i>AC TREE SERVICE - Total For Parks - Urban Forestry</i> |                        |                                      | <i>\$5,141.00</i>  |
| AC TREE SERVICE   | Risk Management        | Hazardous Tree Removal from Cemetery | \$5,859.00         |
| <i>AC TREE SERVICE - Total For Risk Management</i>        |                        |                                      | <i>\$5,859.00</i>  |
| <b>AC TREE SERVICE - ALL DEPARTMENTS</b>                  |                        |                                      | <b>\$11,000.00</b> |

## ACCENT PACKAGING INC

|  |                    |          |                   |
|--|--------------------|----------|-------------------|
| ACCENT PACKAGING INC                                       | Refuse - Recycling | Supplies | \$1,834.60        |
| <i>ACCENT PACKAGING INC - Total For Refuse - Recycling</i> |                    |          | <i>\$1,834.60</i> |
| <b>ACCENT PACKAGING INC - ALL DEPARTMENTS</b>              |                    |          | <b>\$1,834.60</b> |

## ACTION GLASS INC

|   |                             |       |                 |
|---|-----------------------------|-------|-----------------|
| ACTION GLASS INC  | Buildings & Structures Fund | Glass | \$154.00        |
| <i>ACTION GLASS INC - Total For Buildings &amp; Structures Fund</i> |                             |       | <i>\$154.00</i> |
| <b>ACTION GLASS INC - ALL DEPARTMENTS</b>                           |                             |       | <b>\$154.00</b> |

## ADECCO USA, INC.

|  |                                |               |                   |
|--|--------------------------------|---------------|-------------------|
| ADECCO USA, INC.   | Balefill - Baler Processing    | Labor         | \$582.00          |
| <i>ADECCO USA, INC. - Total For Balefill - Baler Processing</i>        |                                |               | <i>\$582.00</i>   |
| ADECCO USA, INC.   | Balefill - Disposal & Landfill | Temp Services | \$465.00          |
| <i>ADECCO USA, INC. - Total For Balefill - Disposal &amp; Landfill</i> |                                |               | <i>\$465.00</i>   |
| <b>ADECCO USA, INC. - ALL DEPARTMENTS</b>                              |                                |               | <b>\$1,047.00</b> |

## AIR INNOVATIONS

|   |                                |              |                 |
|---|--------------------------------|--------------|-----------------|
| AIR INNOVATIONS   | Balefill - Disposal & Landfill | Service Call | \$148.75        |
| <i>AIR INNOVATIONS - Total For Balefill - Disposal &amp; Landfill</i> |                                |              | <i>\$148.75</i> |

**AIR INNOVATIONS - ALL DEPARTMENTS**

\$148.75

**ALLIANCE CONSULTING**

|   |                    |                               |                 |
|---|--------------------|-------------------------------|-----------------|
| ALLIANCE CONSULTING                                       | Police Grants Fund | Meth Conference reimbursement | \$232.20        |
| <i>ALLIANCE CONSULTING - Total For Police Grants Fund</i> |                    |                               | <i>\$232.20</i> |

**ALLIANCE CONSULTING - ALL DEPARTMENTS**

\$232.20

**ALSCO**

|   |                                |                               |                 |
|---|--------------------------------|-------------------------------|-----------------|
| ALSCO   | Balefill - Baler Processing    | Professional Laundry Services | \$108.46        |
| <i>ALSCO - Total For Balefill - Baler Processing</i>        |                                |                               | <i>\$108.46</i> |
| ALSCO   | Balefill - Disposal & Landfill | Rug services                  | \$53.29         |
| <i>ALSCO - Total For Balefill - Disposal &amp; Landfill</i> |                                |                               | <i>\$53.29</i>  |
| ALSCO   | Refuse - Residential           | Professional Laundry Services | \$92.22         |
| <i>ALSCO - Total For Refuse - Residential</i>               |                                |                               | <i>\$92.22</i>  |
| ALSCO   | Regional Water Operations      | Professional Laundry Services | \$61.55         |
| <i>ALSCO - Total For Regional Water Operations</i>          |                                |                               | <i>\$61.55</i>  |
| ALSCO   | Sewer Wastewater Collection    | Professional Laundry Services | \$59.66         |
| <i>ALSCO - Total For Sewer Wastewater Collection</i>        |                                |                               | <i>\$59.66</i>  |
| ALSCO   | Streets                        | Professional Laundry Services | \$126.26        |
| ALSCO   | Streets                        | Professional Laundry Services | \$126.26        |
| ALSCO   | Streets                        | Professional Laundry Services | \$127.28        |
| ALSCO   | Streets                        | Professional Laundry Services | \$119.12        |
| ALSCO   | Streets                        | Professional Laundry Services | \$126.26        |
| <i>ALSCO - Total For Streets</i>                            |                                |                               | <i>\$625.18</i> |
| ALSCO   | WWTP Operations                | Professional Laundry Services | \$151.46        |
| ALSCO   | WWTP Operations                | Professional Laundry Services | (\$8.16)        |
| ALSCO   | WWTP Operations                | Professional Laundry Services | \$151.46        |
| ALSCO   | WWTP Operations                | Professional Laundry Services | \$151.46        |
| <i>ALSCO - Total For WWTP Operations</i>                    |                                |                               | <i>\$446.22</i> |

**ALSCO - ALL DEPARTMENTS**

\$1,446.58

**AMERIGAS - CASPER**

|                   |                                |   |            |
|-------------------|--------------------------------|---|------------|
| AMERIGAS - CASPER | Balefill - Disposal & Landfill | BULK PROPANE FOR HEATING EQUIPMENT BUIL | \$2,796.04 |
|-------------------|--------------------------------|---|------------|



|   |                 |                             |                    |
|---|-----------------|-----------------------------|--------------------|
| <i>AMERIGAS - CASPER - Total For Balefill - Disposal &amp; Landfill</i> |                 |                             | <i>\$2,796.04</i>  |
| AMERIGAS - CASPER   | WWTP Operations | Propane for temp generators | \$844.77           |
| AMERIGAS - CASPER   | WWTP Operations | Propane for temp generators | \$1,351.80         |
| AMERIGAS - CASPER   | WWTP Operations | Propane for temp generators | \$1,029.04         |
| AMERIGAS - CASPER   | WWTP Operations | Propane for temp generators | \$1,189.19         |
| AMERIGAS - CASPER   | WWTP Operations | Propane for temp generators | \$1,317.62         |
| AMERIGAS - CASPER   | WWTP Operations | Propane for temp generators | \$736.80           |
| AMERIGAS - CASPER   | WWTP Operations | Propane for temp generators | \$1,171.96         |
| AMERIGAS - CASPER   | WWTP Operations | Propane for temp generators | \$1,259.36         |
| AMERIGAS - CASPER   | WWTP Operations | Propane for temp generators | \$834.56           |
| AMERIGAS - CASPER   | WWTP Operations | Propane for temp generators | \$954.23           |
| AMERIGAS - CASPER   | WWTP Operations | Propane for temp generators | \$3,738.74         |
| AMERIGAS - CASPER   | WWTP Operations | Propane for temp generators | \$2,821.46         |
| AMERIGAS - CASPER   | WWTP Operations | Propane for temp generators | \$3,816.37         |
| AMERIGAS - CASPER   | WWTP Operations | Propane for temp generators | \$2,233.43         |
| AMERIGAS - CASPER   | WWTP Operations | Propane for temp generators | \$1,070.35         |
| AMERIGAS - CASPER   | WWTP Operations | Propane for temp generators | \$652.23           |
| AMERIGAS - CASPER   | WWTP Operations | Propane for temp generators | \$1,443.40         |
| AMERIGAS - CASPER   | WWTP Operations | Propane for temp generators | \$3,729.37         |
| AMERIGAS - CASPER   | WWTP Operations | Propane for temp generators | \$683.11           |
| <i>AMERIGAS - CASPER - Total For WWTP Operations</i>                    |                 |                             | <i>\$30,877.79</i> |
| <b>AMERIGAS - CASPER - ALL DEPARTMENTS</b>                              |                 |                             | <b>\$33,673.83</b> |

## ARROWHEAD HEATING &

|   |                                |                          |                 |
|---|--------------------------------|--------------------------|-----------------|
| ARROWHEAD HEATING &   | Balefill - Disposal & Landfill | Monthly filter changes   | \$180.00        |
| ARROWHEAD HEATING &   | Balefill - Disposal & Landfill | Monthly heaters services | \$121.67        |
| <i>ARROWHEAD HEATING &amp; - Total For Balefill - Disposal &amp; Landfill</i> |                                |                          | <i>\$301.67</i> |
| <b>ARROWHEAD HEATING &amp; - ALL DEPARTMENTS</b>                              |                                |                          | <b>\$301.67</b> |

## ATLANTIC ELECTRIC, I

|   |                         |                     |                   |
|---|-------------------------|---------------------|-------------------|
| ATLANTIC ELECTRIC, I  | Property Insurance Fund | School zone flasher | \$8,995.00        |
| <i>ATLANTIC ELECTRIC, I - Total For Property Insurance Fund</i> |                         |                     | <i>\$8,995.00</i> |
| <b>ATLANTIC ELECTRIC, I - ALL DEPARTMENTS</b>                   |                         |                     | <b>\$8,995.00</b> |

## ATLAS OFFICE PRODUCT

|  |                                |  |                   |
|--|--------------------------------|--|-------------------|
| ATLAS OFFICE PRODUCT   | Balefill - Disposal & Landfill | Office Supplies                        | \$254.18          |
| <i>ATLAS OFFICE PRODUCT - Total For Balefill - Disposal &amp; Landfill</i> |                                |  | <i>\$254.18</i>   |
| ATLAS OFFICE PRODUCT   | City Clerk                     | COMMERCIAL EQUIPMENT, NOT ELSEWHERE CL | \$194.25          |
| ATLAS OFFICE PRODUCT   | City Clerk                     | COMMERCIAL EQUIPMENT, NOT ELSEWHERE CL | (\$15.54)         |
| ATLAS OFFICE PRODUCT   | City Clerk                     | COMMERCIAL EQUIPMENT, NOT ELSEWHERE CL | \$5.82            |
| <i>ATLAS OFFICE PRODUCT - Total For City Clerk</i>                         |                                |  | <i>\$184.53</i>   |
| ATLAS OFFICE PRODUCT   | Municipal Court                | Office Supplies                        | \$29.99           |
| ATLAS OFFICE PRODUCT   | Municipal Court                | Office Supplies                        | \$12.28           |
| ATLAS OFFICE PRODUCT   | Municipal Court                | Office Supplies                        | \$84.98           |
| <i>ATLAS OFFICE PRODUCT - Total For Municipal Court</i>                    |                                |  | <i>\$127.25</i>   |
| ATLAS OFFICE PRODUCT   | Planning                       | Office Supplies                        | \$24.24           |
| <i>ATLAS OFFICE PRODUCT - Total For Planning</i>                           |                                |  | <i>\$24.24</i>    |
| ATLAS OFFICE PRODUCT   | Police Administration          | Supplies                               | \$183.49          |
| <i>ATLAS OFFICE PRODUCT - Total For Police Administration</i>              |                                |  | <i>\$183.49</i>   |
| ATLAS OFFICE PRODUCT   | Police Investigations          | Supplies                               | \$77.06           |
| <i>ATLAS OFFICE PRODUCT - Total For Police Investigations</i>              |                                |  | <i>\$77.06</i>    |
| ATLAS OFFICE PRODUCT   | Refuse - Recycling             | Cartridge                              | \$212.46          |
| <i>ATLAS OFFICE PRODUCT - Total For Refuse - Recycling</i>                 |                                |  | <i>\$212.46</i>   |
| <b>ATLAS OFFICE PRODUCT - ALL DEPARTMENTS</b>                              |                                |  | <b>\$1,063.21</b> |

## ATLAS REPRODUCTION

|  |          |          |                |
|--|----------|----------|----------------|
| ATLAS REPRODUCTION                             | Planning | Printing | \$84.00        |
| <i>ATLAS REPRODUCTION - Total For Planning</i> |          |          | <i>\$84.00</i> |
| <b>ATLAS REPRODUCTION - ALL DEPARTMENTS</b>    |          |          | <b>\$84.00</b> |

## BAILEY'S ACE HARDWAR

|  |                                |          |                |
|--|--------------------------------|----------|----------------|
| BAILEY'S ACE HARDWAR   | Balefill - Baler Processing    | Supplies | \$59.11        |
| <i>BAILEY'S ACE HARDWAR - Total For Balefill - Baler Processing</i>        |                                |          | <i>\$59.11</i> |
| BAILEY'S ACE HARDWAR   | Balefill - Disposal & Landfill | Supplies | \$24.99        |
| BAILEY'S ACE HARDWAR   | Balefill - Disposal & Landfill | Supplies | \$56.91        |
| <i>BAILEY'S ACE HARDWAR - Total For Balefill - Disposal &amp; Landfill</i> |                                |          | <i>\$81.90</i> |

**BAILEY'S ACE HARDWAR - ALL DEPARTMENTS**

\$141.01

**BAILEYS ACE HDWE**

|                  |                   |                              |         |
|------------------|-------------------|------------------------------|---------|
| BAILEYS ACE HDWE | Golf - Operations | Paint Supplies for Golf Shop | \$40.52 |
|------------------|-------------------|------------------------------|---------|

|   |  |  |         |
|---|--|--|---------|
| <i>BAILEYS ACE HDWE - Total For Golf - Operations</i> |  |  | \$40.52 |
|---|--|--|---------|

|                  |                      |                  |          |
|------------------|----------------------|------------------|----------|
| BAILEYS ACE HDWE | Parks - Parks Maint. | SANDER FOR PARKS | \$148.96 |
|------------------|----------------------|------------------|----------|

|  |  |  |          |
|--|--|--|----------|
| <i>BAILEYS ACE HDWE - Total For Parks - Parks Maint.</i> |  |  | \$148.96 |
|--|--|--|----------|

**BAILEYS ACE HDWE - ALL DEPARTMENTS**

\$189.48

**BETH BURGESS**

|              |                     |                 |         |
|--------------|---------------------|-----------------|---------|
| BETH BURGESS | Fire-EMS Operations | Sewing services | \$42.00 |
|--------------|---------------------|-----------------|---------|

|   |  |  |         |
|---|--|--|---------|
| <i>BETH BURGESS - Total For Fire-EMS Operations</i> |  |  | \$42.00 |
|---|--|--|---------|

**BETH BURGESS - ALL DEPARTMENTS**

\$42.00

**BIG HORN TIRE**

|               |                                |          |          |
|---------------|--------------------------------|----------|----------|
| BIG HORN TIRE | Balefill - Disposal & Landfill | Services | \$270.00 |
|---------------|--------------------------------|----------|----------|

|   |  |  |          |
|---|--|--|----------|
| <i>BIG HORN TIRE - Total For Balefill - Disposal &amp; Landfill</i> |  |  | \$270.00 |
|---|--|--|----------|

**BIG HORN TIRE - ALL DEPARTMENTS**

\$270.00

**BLACK HILLS ENERGY**

|                    |                           |                    |            |
|--------------------|---------------------------|--------------------|------------|
| BLACK HILLS ENERGY | Regional Water Operations | Acct #7513 1659 94 | \$5,985.42 |
|--------------------|---------------------------|--------------------|------------|

|   |  |  |            |
|---|--|--|------------|
| <i>BLACK HILLS ENERGY - Total For Regional Water Operations</i> |  |  | \$5,985.42 |
|---|--|--|------------|

**BLACK HILLS ENERGY - ALL DEPARTMENTS**

\$5,985.42

**BLOEDORN LUMBER**

|                 |                             |          |         |
|-----------------|-----------------------------|----------|---------|
| BLOEDORN LUMBER | Buildings & Structures Fund | Supplies | \$62.99 |
|-----------------|-----------------------------|----------|---------|

|  |  |  |         |
|--|--|--|---------|
| <i>BLOEDORN LUMBER - Total For Buildings &amp; Structures Fund</i> |  |  | \$62.99 |
|--|--|--|---------|

|                 |                       |                       |           |
|-----------------|-----------------------|-----------------------|-----------|
| BLOEDORN LUMBER | Capital Projects Fund | Original inv# 6218499 | (\$19.00) |
|-----------------|-----------------------|-----------------------|-----------|

|                 |                       |          |         |
|-----------------|-----------------------|----------|---------|
| BLOEDORN LUMBER | Capital Projects Fund | Supplies | \$57.78 |
|-----------------|-----------------------|----------|---------|

|                 |                       |          |         |
|-----------------|-----------------------|----------|---------|
| BLOEDORN LUMBER | Capital Projects Fund | Supplies | \$15.29 |
|-----------------|-----------------------|----------|---------|

|  |  |  |         |
|--|--|--|---------|
| <i>BLOEDORN LUMBER - Total For Capital Projects Fund</i> |  |  | \$54.07 |
|--|--|--|---------|

|                 |                      |        |         |
|-----------------|----------------------|--------|---------|
| BLOEDORN LUMBER | Parks - Parks Maint. | Lumber | \$34.80 |
|-----------------|----------------------|--------|---------|

|   |                      |          |                 |
|---|----------------------|----------|-----------------|
| BLOEDORN LUMBER   | Parks - Parks Maint. | Supplies | \$77.44         |
| <i>BLOEDORN LUMBER - Total For Parks - Parks Maint.</i> |                      |          | <i>\$112.24</i> |
| <b>BLOEDORN LUMBER - ALL DEPARTMENTS</b>                |                      |          | <b>\$229.30</b> |

## CAROLINA SOFTWARE

|   |                                |                  |                 |
|---|--------------------------------|------------------|-----------------|
| CAROLINA SOFTWARE   | Balefill - Disposal & Landfill | Software Support | \$250.00        |
| CAROLINA SOFTWARE   | Balefill - Disposal & Landfill | Software support | \$450.00        |
| <i>CAROLINA SOFTWARE - Total For Balefill - Disposal &amp; Landfill</i> |                                |                  | <i>\$700.00</i> |
| <b>CAROLINA SOFTWARE - ALL DEPARTMENTS</b>                              |                                |                  | <b>\$700.00</b> |

## CARPET STATION LLC

|  |                                |                      |                   |
|--|--------------------------------|----------------------|-------------------|
| CARPET STATION LLC   | Balefill - Disposal & Landfill | Scale House flooring | \$3,990.50        |
| <i>CARPET STATION LLC - Total For Balefill - Disposal &amp; Landfill</i> |                                |                      | <i>\$3,990.50</i> |
| <b>CARPET STATION LLC - ALL DEPARTMENTS</b>                              |                                |                      | <b>\$3,990.50</b> |

## CASELLE, INC.

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

## CASPER AMATEUR HOCKE

|   |                           |                       |                   |
|---|---------------------------|-----------------------|-------------------|
| CASPER AMATEUR HOCKE  | Social Community Services | Referee Reimbursement | \$1,264.69        |
| <i>CASPER AMATEUR HOCKE - Total For Social Community Services</i> |                           |                       | <i>\$1,264.69</i> |
| <b>CASPER AMATEUR HOCKE - ALL DEPARTMENTS</b>                     |                           |                       | <b>\$1,264.69</b> |

## CASPER AREA TRANSPOR

|   |                   |                                    |                     |
|---|-------------------|------------------------------------|---------------------|
| CASPER AREA TRANSPOR                                      | CATC - CARES Act  | Feb 2021 Cares Act                 | 120,130.12          |
| <i>CASPER AREA TRANSPOR - Total For CATC - CARES Act</i>  |                   |                                    | <i>\$120,130.12</i> |
| CASPER AREA TRANSPOR                                      | CATC - Operations | Feb 2021 CATC Operating Assistance | \$1,091.91          |
| <i>CASPER AREA TRANSPOR - Total For CATC - Operations</i> |                   |                                    | <i>\$1,091.91</i>   |
| <b>CASPER AREA TRANSPOR - ALL DEPARTMENTS</b>             |                   |                                    | <b>\$121,222.03</b> |

## CASPER ELECTRIC, INC

|   |                     |                                |                    |
|---|---------------------|--------------------------------|--------------------|
| CASPER ELECTRIC, INC  | Perpetual Care Fund | Contract Withholding: 20300468 | \$14,079.50        |
| <i>CASPER ELECTRIC, INC - Total For Perpetual Care Fund</i> |                     |                                | <i>\$14,079.50</i> |
| <b>CASPER ELECTRIC, INC - ALL DEPARTMENTS</b>               |                     |                                | <b>\$14,079.50</b> |

## CASPER STAR TRIBUNE

|   |            |                             |                   |
|---|------------|-----------------------------|-------------------|
| CASPER STAR TRIBUNE                               | City Clerk | NEWS DEALERS AND NEWSSTANDS | \$770.88          |
| CASPER STAR TRIBUNE                               | City Clerk | NEWS DEALERS AND NEWSSTANDS | \$133.66          |
| CASPER STAR TRIBUNE                               | City Clerk | NEWS DEALERS AND NEWSSTANDS | \$87.36           |
| CASPER STAR TRIBUNE                               | City Clerk | NEWS DEALERS AND NEWSSTANDS | \$186.80          |
| <i>CASPER STAR TRIBUNE - Total For City Clerk</i> |            |                             | <i>\$1,178.70</i> |
| <b>CASPER STAR TRIBUNE - ALL DEPARTMENTS</b>      |            |                             | <b>\$1,178.70</b> |

## CASPER STAR-TRIBUNE,

|   |                             |             |                   |
|---|-----------------------------|-------------|-------------------|
| CASPER STAR-TRIBUNE,  | Capital Projects Fund       | Advertising | \$605.96          |
| CASPER STAR-TRIBUNE,  | Capital Projects Fund       | Advertising | \$583.84          |
| CASPER STAR-TRIBUNE,  | Capital Projects Fund       | Advertising | \$591.16          |
| <i>CASPER STAR-TRIBUNE, - Total For Capital Projects Fund</i>       |                             |             | <i>\$1,780.96</i> |
| CASPER STAR-TRIBUNE,  | Metropolitan Planning Org   | Advertising | \$86.36           |
| CASPER STAR-TRIBUNE,  | Metropolitan Planning Org   | Advertising | \$84.48           |
| CASPER STAR-TRIBUNE,  | Metropolitan Planning Org   | Advertising | \$1,794.00        |
| <i>CASPER STAR-TRIBUNE, - Total For Metropolitan Planning Org</i>   |                             |             | <i>\$1,964.84</i> |
| CASPER STAR-TRIBUNE,  | Planning                    | Advertising | \$157.84          |
| CASPER STAR-TRIBUNE,  | Planning                    | Advertising | \$132.00          |
| <i>CASPER STAR-TRIBUNE, - Total For Planning</i>                    |                             |             | <i>\$289.84</i>   |
| CASPER STAR-TRIBUNE,  | Sewer Wastewater Collection | Advertising | \$593.32          |
| <i>CASPER STAR-TRIBUNE, - Total For Sewer Wastewater Collection</i> |                             |             | <i>\$593.32</i>   |
| <b>CASPER STAR-TRIBUNE, - ALL DEPARTMENTS</b>                       |                             |             | <b>\$4,628.96</b> |

## CASPER TIRE

|   |                        |             |                |
|---|------------------------|-------------|----------------|
| CASPER TIRE   | Fleet Maintenance Fund | Flat repair | \$15.00        |
| CASPER TIRE   | Fleet Maintenance Fund | Supplies    | \$30.00        |
| <i>CASPER TIRE - Total For Fleet Maintenance Fund</i> |                        |             | <i>\$45.00</i> |

**CASPER TIRE - ALL DEPARTMENTS**

\$45.00

**CENTRAL WY. REGIONAL**

|   |                             |                                   |                     |
|---|-----------------------------|-----------------------------------|---------------------|
| CENTRAL WY. REGIONAL  | Water Administration        | Monthly Wholesale Water           | 327,034.07          |
| <i>CENTRAL WY. REGIONAL - Total For Water Administration</i>        |                             |                                   | \$327,034.07        |
| CENTRAL WY. REGIONAL  | Water Revenue and Transfers | Monthly System Investment Charges | \$11,589.00         |
| <i>CENTRAL WY. REGIONAL - Total For Water Revenue and Transfers</i> |                             |                                   | \$11,589.00         |
| <b>CENTRAL WY. REGIONAL - ALL DEPARTMENTS</b>                       |                             |                                   | <b>\$338,623.07</b> |

**CENTRAL WY. RESCUE M**

|   |                       |                                |                   |
|---|-----------------------|--------------------------------|-------------------|
| CENTRAL WY. RESCUE M  | Capital Projects Fund | 1% #16 Funding Central WY Resc | \$5,832.20        |
| <i>CENTRAL WY. RESCUE M - Total For Capital Projects Fund</i> |                       |                                | \$5,832.20        |
| <b>CENTRAL WY. RESCUE M - ALL DEPARTMENTS</b>                 |                       |                                | <b>\$5,832.20</b> |

**CENTURYLINK**

|   |                                |                            |         |
|---|--------------------------------|----------------------------|---------|
| CENTURYLINK   | Aquatics - Operations          | Acct # P-307-111-9950-456M | \$3.05  |
| <i>CENTURYLINK - Total For Aquatics - Operations</i>              |                                |                            | \$3.05  |
| CENTURYLINK   | Balefill - Disposal & Landfill | Acct # P-307-111-9950-456M | \$9.79  |
| <i>CENTURYLINK - Total For Balefill - Disposal &amp; Landfill</i> |                                |                            | \$9.79  |
| CENTURYLINK   | Buildings & Structures Fund    | Acct # P-307-111-9950-456M | \$1.84  |
| <i>CENTURYLINK - Total For Buildings &amp; Structures Fund</i>    |                                |                            | \$1.84  |
| CENTURYLINK   | Cemetery                       | Acct # P-307-111-9950-456M | \$1.84  |
| <i>CENTURYLINK - Total For Cemetery</i>                           |                                |                            | \$1.84  |
| CENTURYLINK   | City Attorney                  | Acct # P-307-111-9950-456M | \$6.73  |
| <i>CENTURYLINK - Total For City Attorney</i>                      |                                |                            | \$6.73  |
| CENTURYLINK   | City Council                   | Acct # P-307-111-9950-456M | \$1.84  |
| <i>CENTURYLINK - Total For City Council</i>                       |                                |                            | \$1.84  |
| CENTURYLINK   | City Hall                      | Acct # 307-265-0955-1450B  | \$38.03 |
| CENTURYLINK   | City Hall                      | Acct # P-307-111-9950-456M | \$1.22  |
| <i>CENTURYLINK - Total For City Hall</i>                          |                                |                            | \$39.25 |
| CENTURYLINK   | City Manager                   | Acct # P-307-111-9950-456M | \$4.29  |
| <i>CENTURYLINK - Total For City Manager</i>                       |                                |                            | \$4.29  |
| CENTURYLINK   | Code Enforcement               | Acct # P-307-111-9950-456M | \$8.57  |

|  |                         |                            |                 |
|--|-------------------------|----------------------------|-----------------|
| CENTURYLINK  | Code Enforcement        | Acct # P-307-234-6076-866M | \$65.22         |
| <i>CENTURYLINK - Total For Code Enforcement</i>        |                         |                            | <i>\$73.79</i>  |
| CENTURYLINK  | Customer Service        | Acct # P-307-111-9950-456M | \$4.29          |
| CENTURYLINK  | Customer Service        | Acct # 307-235-8290-915B   | \$42.90         |
| <i>CENTURYLINK - Total For Customer Service</i>        |                         |                            | <i>\$47.19</i>  |
| CENTURYLINK  | Engineering             | Acct # P-307-111-9950-456M | \$8.57          |
| <i>CENTURYLINK - Total For Engineering</i>             |                         |                            | <i>\$8.57</i>   |
| CENTURYLINK  | Finance                 | Acct # P-307-111-9950-456M | \$9.79          |
| <i>CENTURYLINK - Total For Finance</i>                 |                         |                            | <i>\$9.79</i>   |
| CENTURYLINK  | Fire-EMS Administration | Acct # P-307-111-9950-456M | \$12.24         |
| <i>CENTURYLINK - Total For Fire-EMS Administration</i> |                         |                            | <i>\$12.24</i>  |
| CENTURYLINK  | Fleet Maintenance Fund  | Acct # P-307-111-9950-456M | \$7.95          |
| CENTURYLINK  | Fleet Maintenance Fund  | Acct # P-307-111-5112-611M | \$136.96        |
| <i>CENTURYLINK - Total For Fleet Maintenance Fund</i>  |                         |                            | <i>\$144.91</i> |
| CENTURYLINK  | Ft. Caspar Museum       | Acct # P-307-111-9950-456M | \$1.84          |
| <i>CENTURYLINK - Total For Ft. Caspar Museum</i>       |                         |                            | <i>\$1.84</i>   |
| CENTURYLINK  | Golf - Operations       | Acct # P-307-111-9950-456M | \$1.84          |
| <i>CENTURYLINK - Total For Golf - Operations</i>       |                         |                            | <i>\$1.84</i>   |
| CENTURYLINK  | Hogadon - Operations    | Acct # P-307-111-9950-456M | \$6.11          |
| <i>CENTURYLINK - Total For Hogadon - Operations</i>    |                         |                            | <i>\$6.11</i>   |
| CENTURYLINK  | Human Resources         | Acct # P-307-111-9950-456M | \$3.06          |
| <i>CENTURYLINK - Total For Human Resources</i>         |                         |                            | <i>\$3.06</i>   |
| CENTURYLINK  | Ice Arena - Operations  | Acct # P-307-111-9950-456M | \$2.44          |
| CENTURYLINK  | Ice Arena - Operations  | Acct # 307-235-7540-740B   | \$42.02         |
| <i>CENTURYLINK - Total For Ice Arena - Operations</i>  |                         |                            | <i>\$44.46</i>  |
| CENTURYLINK  | Information Services    | Acct # P-307-111-9950-456M | \$9.79          |
| <i>CENTURYLINK - Total For Information Services</i>    |                         |                            | <i>\$9.79</i>   |
| CENTURYLINK  | Metro Animal Shelter    | Acct # 307-235-8356-281B   | \$42.05         |
| CENTURYLINK  | Metro Animal Shelter    | Acct # P-307-111-9950-456M | \$1.84          |
| <i>CENTURYLINK - Total For Metro Animal Shelter</i>    |                         |                            | <i>\$43.89</i>  |
| CENTURYLINK  | Municipal Court         | Acct # P-307-111-9950-456M | \$6.73          |
| <i>CENTURYLINK - Total For Municipal Court</i>         |                         |                            | <i>\$6.73</i>   |
| CENTURYLINK  | Parking Fund            | Acct # P-307-111-5106-155M | \$105.62        |
| <i>CENTURYLINK - Total For Parking Fund</i>            |                         |                            | <i>\$105.62</i> |
| CENTURYLINK  | Parks - Parks Maint.    | Acct # 307-237-7808-111B   | \$50.93         |
| CENTURYLINK  | Parks - Parks Maint.    | Acct # P-307-111-9950-456M | \$6.73          |

|   |                             |                            |            |
|---|-----------------------------|----------------------------|------------|
| CENTURYLINK   | Parks - Parks Maint.        | Acct # P-307-234-6734-889M | \$122.29   |
| <i>CENTURYLINK - Total For Parks - Parks Maint.</i>         |                             |                            | \$179.95   |
| CENTURYLINK   | Planning                    | Acct # P-307-111-9950-456M | \$6.11     |
| <i>CENTURYLINK - Total For Planning</i>                     |                             |                            | \$6.11     |
| CENTURYLINK   | Police Administration       | Acct # P-307-111-9950-456M | \$37.92    |
| CENTURYLINK   | Police Administration       | Acct # P-307-111-5103-060M | \$369.02   |
| <i>CENTURYLINK - Total For Police Administration</i>        |                             |                            | \$406.94   |
| CENTURYLINK   | Public Safety Communication | Acct # P-307-111-9950-456M | \$1.22     |
| CENTURYLINK   | Public Safety Communication | Acct # -307-632-4759-643M  | \$301.39   |
| CENTURYLINK   | Public Safety Communication | Acct # P-307-111-5107-160M | \$182.57   |
| <i>CENTURYLINK - Total For Public Safety Communications</i> |                             |                            | \$485.18   |
| CENTURYLINK   | Rec Center - Operations     | Acct # P-307-111-9950-456M | \$4.89     |
| <i>CENTURYLINK - Total For Rec Center - Operations</i>      |                             |                            | \$4.89     |
| CENTURYLINK   | Regional Water Operations   | Acct # P-307-111-9950-456M | \$2.44     |
| <i>CENTURYLINK - Total For Regional Water Operations</i>    |                             |                            | \$2.44     |
| CENTURYLINK   | Risk Management             | Acct # P-307-111-9950-456M | \$1.88     |
| <i>CENTURYLINK - Total For Risk Management</i>              |                             |                            | \$1.88     |
| CENTURYLINK   | Sewer Wastewater Collection | Acct # P-307-111-9950-456M | \$1.22     |
| <i>CENTURYLINK - Total For Sewer Wastewater Collection</i>  |                             |                            | \$1.22     |
| CENTURYLINK   | Streets                     | Acct # P-307-111-5105-138M | \$154.60   |
| CENTURYLINK   | Streets                     | Acct # P-307-111-9950-456M | \$4.29     |
| <i>CENTURYLINK - Total For Streets</i>                      |                             |                            | \$158.89   |
| CENTURYLINK   | Water Administration        | Acct # P-307-111-9950-456M | \$2.44     |
| CENTURYLINK   | Water Administration        | Acct # P-307-234-3016-518M | \$1.38     |
| <i>CENTURYLINK - Total For Water Administration</i>         |                             |                            | \$3.82     |
| CENTURYLINK   | Water Distribution          | Acct # 307-235-7564-793B   | \$42.02    |
| CENTURYLINK   | Water Distribution          | Acct # P-307-111-9950-456M | \$1.84     |
| <i>CENTURYLINK - Total For Water Distribution</i>           |                             |                            | \$43.86    |
| CENTURYLINK   | Water Meters                | Acct # P-307-111-9950-456M | \$3.65     |
| <i>CENTURYLINK - Total For Water Meters</i>                 |                             |                            | \$3.65     |
| CENTURYLINK   | Water Tanks                 | Acct # 307-235-7545-631B   | \$56.88    |
| <i>CENTURYLINK - Total For Water Tanks</i>                  |                             |                            | \$56.88    |
| CENTURYLINK   | WWTP Operations             | Acct #P-307-111-5113-619M  | \$165.75   |
| CENTURYLINK   | WWTP Operations             | Acct # P-307-111-9950-456M | \$3.67     |
| <i>CENTURYLINK - Total For WWTP Operations</i>              |                             |                            | \$169.42   |
| CENTURYLINK   | WWTP Regional Interceptors  | Acct # P-307-234-3201-148M | \$1,783.05 |



CENTURYLINK - Total For WWTP Regional Interceptors \$1,783.05

**CENTURYLINK - ALL DEPARTMENTS \$3,896.64**

## CHRISTI S ASBE

CHRISTI S ASBE Police Administration Services \$1,400.00

CHRISTI S ASBE - Total For Police Administration \$1,400.00

**CHRISTI S ASBE - ALL DEPARTMENTS \$1,400.00**

## CITY OF CASPER

CITY OF CASPER Balefill - Disposal & Landfill Monthly Street Sweeping Services \$2,266.00

CITY OF CASPER - Total For Balefill - Disposal & Landfill \$2,266.00

CITY OF CASPER CATC - CARES Act March 2021 Cares Act Fuel & Workorder Charge \$25,038.56

CITY OF CASPER - Total For CATC - CARES Act \$25,038.56

CITY OF CASPER Hogadon - Operations Services - March 2021 \$18.00

CITY OF CASPER Hogadon - Operations Services \$18.00

CITY OF CASPER - Total For Hogadon - Operations \$36.00

CITY OF CASPER Metro Animal Control Services - March 2021 \$4,294.69

CITY OF CASPER - Total For Metro Animal Control \$4,294.69

CITY OF CASPER Parks - Parks Maint. Services \$83.50

CITY OF CASPER - Total For Parks - Parks Maint. \$83.50

CITY OF CASPER Refuse - Residential Services \$6,101.87

CITY OF CASPER Refuse - Residential Services \$5,789.15

CITY OF CASPER Refuse - Residential Services \$5,709.67

CITY OF CASPER Refuse - Residential Recycling - March 2021 \$445.73

CITY OF CASPER Refuse - Residential Services \$6,615.44

CITY OF CASPER Refuse - Residential Services \$5,779.10

CITY OF CASPER Refuse - Residential Services \$7,544.55

CITY OF CASPER Refuse - Residential Services \$7,893.29

CITY OF CASPER Refuse - Residential Services \$483.89

CITY OF CASPER Refuse - Residential Services \$5,615.35

CITY OF CASPER Refuse - Residential Services \$5,773.25

CITY OF CASPER Refuse - Residential Services \$7,104.63

CITY OF CASPER Refuse - Residential Services - March 2021 \$40,000.00

CITY OF CASPER - Total For Refuse - Residential \$104,855.92

|   |   |                       |                     |
|---|---|-----------------------|---------------------|
| CITY OF CASPER  | Regional Water Operations                         | Utilities             | \$126.00            |
| CITY OF CASPER  | Regional Water Operations                         | Utilities             | \$25.79             |
| <i>CITY OF CASPER - Total For Regional Water Operations</i>   |   |                       | <i>\$151.79</i>     |
| CITY OF CASPER  | Sewer Wastewater Collection Services - March 2021 |                       | \$143.20            |
| <i>CITY OF CASPER - Total For Sewer Wastewater Collection</i> |   |                       | <i>\$143.20</i>     |
| CITY OF CASPER  | Social Community Services                         | Rental                | \$5,659.38          |
| <i>CITY OF CASPER - Total For Social Community Services</i>   |   |                       | <i>\$5,659.38</i>   |
| CITY OF CASPER  | Water Distribution                                | Services - March 2021 | \$143.21            |
| <i>CITY OF CASPER - Total For Water Distribution</i>          |   |                       | <i>\$143.21</i>     |
| CITY OF CASPER  | WWTP Operations                                   | Services              | \$73.14             |
| CITY OF CASPER  | WWTP Operations                                   | Services              | \$137.27            |
| CITY OF CASPER  | WWTP Operations                                   | Services              | \$93.28             |
| CITY OF CASPER  | WWTP Operations                                   | Services - March 2021 | \$209.35            |
| <i>CITY OF CASPER - Total For WWTP Operations</i>             |   |                       | <i>\$513.04</i>     |
| <b>CITY OF CASPER - ALL DEPARTMENTS</b>                       |   |                       | <b>\$143,185.29</b> |

## CLH ASSOCIATES LLC

|   |                           |                                |                   |
|---|---------------------------|--------------------------------|-------------------|
| CLH ASSOCIATES LLC  | Metropolitan Planning Org | BAR NUNN SALT CREEK HIGHWAY CO | \$1,323.40        |
| <i>CLH ASSOCIATES LLC - Total For Metropolitan Planning Org</i> |                           |                                | <i>\$1,323.40</i> |
| <b>CLH ASSOCIATES LLC - ALL DEPARTMENTS</b>                     |                           |                                | <b>\$1,323.40</b> |

## CMI TECO, INC.

|  |                      |                                       |                    |
|--|----------------------|---------------------------------------|--------------------|
| CMI TECO, INC.   | Refuse - Recycling   | USED BOX VAN TRAILER WITH ROLLUP DOOR | \$28,763.00        |
| CMI TECO, INC.   | Refuse - Recycling   | Repairs to unit 222248                | \$1,761.84         |
| <i>CMI TECO, INC. - Total For Refuse - Recycling</i>   |                      |                                       | <i>\$30,524.84</i> |
| CMI TECO, INC.   | Refuse - Residential | Repairs unit 222284                   | \$2,968.45         |
| <i>CMI TECO, INC. - Total For Refuse - Residential</i> |                      |                                       | <i>\$2,968.45</i>  |
| <b>CMI TECO, INC. - ALL DEPARTMENTS</b>                |                      |                                       | <b>\$33,493.29</b> |

## COLLECTION CENTER IN

|  |                      |             |                 |
|--|----------------------|-------------|-----------------|
| COLLECTION CENTER IN   | Refuse - Residential | Collections | \$131.94        |
| <i>COLLECTION CENTER IN - Total For Refuse - Residential</i> |                      |             | <i>\$131.94</i> |
| COLLECTION CENTER IN   | Sewer Administration | Collections | \$100.28        |

|  |                      |             |                 |
|--|----------------------|-------------|-----------------|
| <i>COLLECTION CENTER IN - Total For Sewer Administration</i> |                      |             | \$100.28        |
| COLLECTION CENTER IN   | Water Administration | Collections | \$295.56        |
| <i>COLLECTION CENTER IN - Total For Water Administration</i> |                      |             | \$295.56        |
| <b>COLLECTION CENTER IN - ALL DEPARTMENTS</b>                |                      |             | <b>\$527.78</b> |

## CONVERGEONE

|  |   |   |                   |
|--|---|---|-------------------|
| CONVERGEONE  | Sewer Wastewater Collection Kati LN Communications upgrade Firewall |   | \$483.64          |
| <i>CONVERGEONE - Total For Sewer Wastewater Collection</i> |   |   | \$483.64          |
| CONVERGEONE  | Social Community Services   | Technology Items (computers, software, and ne | \$1,305.12        |
| <i>CONVERGEONE - Total For Social Community Services</i>   |   |   | \$1,305.12        |
| <b>CONVERGEONE - ALL DEPARTMENTS</b>                       |   |   | <b>\$1,788.76</b> |

## COWBOY SUPPLY HOUSE

|  |                             |                     |                 |
|--|-----------------------------|---------------------|-----------------|
| COWBOY SUPPLY HOUSE  | Buildings & Structures Fund | Janitorial Supplies | \$414.18        |
| <i>COWBOY SUPPLY HOUSE - Total For Buildings &amp; Structures Fund</i> |                             |                     | \$414.18        |
| <b>COWBOY SUPPLY HOUSE - ALL DEPARTMENTS</b>                           |                             |                     | <b>\$414.18</b> |

## CPU IIT

|  |                             |  |                   |
|--|-----------------------------|--|-------------------|
| CPU IIT  | Code Enforcement            | Three laptops, three docking stations, and softw | \$3,588.00        |
| <i>CPU IIT - Total For Code Enforcement</i>            |                             |  | \$3,588.00        |
| CPU IIT  | Sewer Wastewater Collection | Power Supplies for Radios                        | \$123.00          |
| <i>CPU IIT - Total For Sewer Wastewater Collection</i> |                             |  | \$123.00          |
| <b>CPU IIT - ALL DEPARTMENTS</b>                       |                             |  | <b>\$3,711.00</b> |

## DANA KEPNER CO. OF W

|  |                        |                                    |                   |
|--|------------------------|------------------------------------|-------------------|
| DANA KEPNER CO. OF W   | RWS - Booster Stations | drain line repairs at Pioneer Tank | \$2,556.00        |
| <i>DANA KEPNER CO. OF W - Total For RWS - Booster Stations</i> |                        |                                    | \$2,556.00        |
| <b>DANA KEPNER CO. OF W - ALL DEPARTMENTS</b>                  |                        |                                    | <b>\$2,556.00</b> |

## DAVIDSON FIXED INCOM

|  |                      |                 |            |
|--|----------------------|-----------------|------------|
| DAVIDSON FIXED INCOM   | General Fund Revenue | Fee Computation | \$3,974.90 |
| <i>DAVIDSON FIXED INCOM - Total For General Fund Revenue</i> |                      |                 | \$3,974.90 |

**DAVIDSON FIXED INCOM - ALL DEPARTMENTS**

\$3,974.90

**DAYS INNS/DAYSTOP**

|                   |                       |           |         |
|-------------------|-----------------------|-----------|---------|
| DAYS INNS/DAYSTOP | Police Federal Grants | DAYS INNS | \$60.00 |
|-------------------|-----------------------|-----------|---------|

|  |  |  |         |
|--|--|--|---------|
| <i>DAYS INNS/DAYSTOP - Total For Police Federal Grants</i> |  |  | \$60.00 |
|--|--|--|---------|

**DAYS INNS/DAYSTOP - ALL DEPARTMENTS**

\$60.00

**DECKER AUTO GLASS, I**

|                      |                        |                        |          |
|----------------------|------------------------|------------------------|----------|
| DECKER AUTO GLASS, I | Fleet Maintenance Fund | Windshield Replacement | \$360.29 |
|----------------------|------------------------|------------------------|----------|

|  |  |  |          |
|--|--|--|----------|
| <i>DECKER AUTO GLASS, I - Total For Fleet Maintenance Fund</i> |  |  | \$360.29 |
|--|--|--|----------|

**DECKER AUTO GLASS, I - ALL DEPARTMENTS**

\$360.29

**DELL MARKETING LP**

|                   |         |                                  |          |
|-------------------|---------|----------------------------------|----------|
| DELL MARKETING LP | Finance | Computer, Software, and Monitors | \$380.08 |
|-------------------|---------|----------------------------------|----------|

|  |  |  |          |
|--|--|--|----------|
| <i>DELL MARKETING LP - Total For Finance</i> |  |  | \$380.08 |
|--|--|--|----------|

|                   |                         |   |          |
|-------------------|-------------------------|---|----------|
| DELL MARKETING LP | Fire-EMS Administration | Technology Items (computers, software, and ne | \$380.08 |
|-------------------|-------------------------|---|----------|

|  |  |  |          |
|--|--|--|----------|
| <i>DELL MARKETING LP - Total For Fire-EMS Administration</i> |  |  | \$380.08 |
|--|--|--|----------|

|                   |                      |                 |          |
|-------------------|----------------------|-----------------|----------|
| DELL MARKETING LP | Information Services | O365 F3 license | \$102.69 |
|-------------------|----------------------|-----------------|----------|

|                   |                      |   |             |
|-------------------|----------------------|---|-------------|
| DELL MARKETING LP | Information Services | Enterprise Agreement Office365 products | \$51,768.24 |
|-------------------|----------------------|---|-------------|

|                   |                      |  |            |
|-------------------|----------------------|--|------------|
| DELL MARKETING LP | Information Services | Office 2019 for Adam H, Brett, and Wendy | \$1,140.24 |
|-------------------|----------------------|--|------------|

|   |  |  |             |
|---|--|--|-------------|
| <i>DELL MARKETING LP - Total For Information Services</i> |  |  | \$53,011.17 |
|---|--|--|-------------|

**DELL MARKETING LP - ALL DEPARTMENTS**

\$53,771.33

**DIAMOND VOGEL PAINTS**

|                      |                                |       |         |
|----------------------|--------------------------------|-------|---------|
| DIAMOND VOGEL PAINTS | Balefill - Disposal & Landfill | Paint | \$24.19 |
|----------------------|--------------------------------|-------|---------|

|                      |                                |          |          |
|----------------------|--------------------------------|----------|----------|
| DIAMOND VOGEL PAINTS | Balefill - Disposal & Landfill | Supplies | \$129.63 |
|----------------------|--------------------------------|----------|----------|

|  |  |  |          |
|--|--|--|----------|
| <i>DIAMOND VOGEL PAINTS - Total For Balefill - Disposal &amp; Landfill</i> |  |  | \$153.82 |
|--|--|--|----------|

|                      |                             |                  |          |
|----------------------|-----------------------------|------------------|----------|
| DIAMOND VOGEL PAINTS | Buildings & Structures Fund | Paint & supplies | \$114.81 |
|----------------------|-----------------------------|------------------|----------|

|   |  |  |          |
|---|--|--|----------|
| <i>DIAMOND VOGEL PAINTS - Total For Buildings &amp; Structures Fund</i> |  |  | \$114.81 |
|---|--|--|----------|

|                      |                   |                              |         |
|----------------------|-------------------|------------------------------|---------|
| DIAMOND VOGEL PAINTS | Golf - Operations | Paint Supplies for Golf Shop | \$95.12 |
|----------------------|-------------------|------------------------------|---------|

|   |  |  |         |
|---|--|--|---------|
| <i>DIAMOND VOGEL PAINTS - Total For Golf - Operations</i> |  |  | \$95.12 |
|---|--|--|---------|

**DIAMOND VOGEL PAINTS - ALL DEPARTMENTS**

\$363.75

## EMERGENCY MEDICAL DI

|   |                         |                                |                 |
|---|-------------------------|--------------------------------|-----------------|
| EMERGENCY MEDICAL DI  | Fire-EMS Administration | Dr. Selde Medical Director Con | \$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   | Code Enforcement       | Reimbursement                         | \$146.94          |
| <i>EMPLOYEE REIMBURSEME - Total For Code Enforcement</i>       |                        |                                       | <i>\$146.94</i>   |
| EMPLOYEE REIMBURSEME   | Fire-EMS Training      | Conference attendance reimbursement   | \$300.00          |
| EMPLOYEE REIMBURSEME   | Fire-EMS Training      | Reimbursement for attending class     | \$300.00          |
| EMPLOYEE REIMBURSEME   | Fire-EMS Training      | Reimbursement for attending class     | \$300.00          |
| EMPLOYEE REIMBURSEME   | Fire-EMS Training      | Reimbursement for attending class     | \$300.00          |
| EMPLOYEE REIMBURSEME   | Fire-EMS Training      | Reimbursement                         | \$300.00          |
| <i>EMPLOYEE REIMBURSEME - Total For Fire-EMS Training</i>      |                        |                                       | <i>\$1,500.00</i> |
| EMPLOYEE REIMBURSEME   | Fleet Maintenance Fund | Tool Reimbursement                    | \$17.84           |
| <i>EMPLOYEE REIMBURSEME - Total For Fleet Maintenance Fund</i> |                        |                                       | <i>\$17.84</i>    |
| EMPLOYEE REIMBURSEME   | Parks - Parks Maint.   | Work Boot Reimbursement               | \$92.39           |
| <i>EMPLOYEE REIMBURSEME - Total For Parks - Parks Maint.</i>   |                        |                                       | <i>\$92.39</i>    |
| EMPLOYEE REIMBURSEME   | Planning               | Reimbursement - Quarterly Rotary Dues | \$68.00           |
| <i>EMPLOYEE REIMBURSEME - Total For Planning</i>               |                        |                                       | <i>\$68.00</i>    |
| EMPLOYEE REIMBURSEME   | Water Distribution     | Reimbursement                         | \$50.00           |
| <i>EMPLOYEE REIMBURSEME - Total For Water Distribution</i>     |                        |                                       | <i>\$50.00</i>    |
| <b>EMPLOYEE REIMBURSEME - ALL DEPARTMENTS</b>                  |                        |                                       | <b>\$1,875.17</b> |

## ENERGY LABRATORIES I

|   |             |          |                 |
|---|-------------|----------|-----------------|
| ENERGY LABRATORIES I                                | Water Tanks | Services | \$42.00         |
| ENERGY LABRATORIES I                                | Water Tanks | Services | \$42.00         |
| ENERGY LABRATORIES I                                | Water Tanks | Services | \$374.00        |
| <i>ENERGY LABRATORIES I - Total For Water Tanks</i> |             |          | <i>\$458.00</i> |
| <b>ENERGY LABRATORIES I - ALL DEPARTMENTS</b>       |             |          | <b>\$458.00</b> |

## EXPRESS SERVICES INC

|                      |                  |                                |          |
|----------------------|------------------|--------------------------------|----------|
| EXPRESS SERVICES INC | Customer Service | TEMPORARY STAFFING FOR CUSTOME | \$702.63 |
|----------------------|------------------|--------------------------------|----------|

|  |                  |                                |                   |
|--|------------------|--------------------------------|-------------------|
| EXPRESS SERVICES INC                                     | Customer Service | TEMPORARY STAFFING FOR CUSTOME | \$1,012.80        |
| EXPRESS SERVICES INC                                     | Customer Service | TEMPORARY STAFFING FOR CUSTOME | \$1,000.14        |
| <i>EXPRESS SERVICES INC - Total For Customer Service</i> |                  |                                | <i>\$2,715.57</i> |
| <b>EXPRESS SERVICES INC - ALL DEPARTMENTS</b>            |                  |                                | <b>\$2,715.57</b> |

## FASTENAL COMPANY

|   |                             |                     |                |
|---|-----------------------------|---------------------|----------------|
| FASTENAL COMPANY  | Balefill - Baler Processing | BOLT BIN BALER BLDG | \$40.95        |
| <i>FASTENAL COMPANY - Total For Balefill - Baler Processing</i> |                             |                     | <i>\$40.95</i> |
| <b>FASTENAL COMPANY - ALL DEPARTMENTS</b>                       |                             |                     | <b>\$40.95</b> |

## FERGUSON ENTERPRISES

|  |                                |          |                   |
|--|--------------------------------|----------|-------------------|
| FERGUSON ENTERPRISES   | Balefill - Disposal & Landfill | Supplies | \$1,344.13        |
| <i>FERGUSON ENTERPRISES - Total For Balefill - Disposal &amp; Landfill</i> |                                |          | <i>\$1,344.13</i> |
| <b>FERGUSON ENTERPRISES - ALL DEPARTMENTS</b>                              |                                |          | <b>\$1,344.13</b> |

## FIRST DATA MERCHANT

|  |                       |                      |                |
|--|-----------------------|----------------------|----------------|
| FIRST DATA MERCHANT  | Cemetery              | FEBRUARY 2021 FEE    | \$19.95        |
| <i>FIRST DATA MERCHANT - Total For Cemetery</i>              |                       |                      | <i>\$19.95</i> |
| FIRST DATA MERCHANT  | Police Administration | Feb 2021 Monthly Fee | \$19.95        |
| <i>FIRST DATA MERCHANT - Total For Police Administration</i> |                       |                      | <i>\$19.95</i> |
| <b>FIRST DATA MERCHANT - ALL DEPARTMENTS</b>                 |                       |                      | <b>\$39.90</b> |

## FIRST INTERSTATE BAN

|   |                       |                          |                   |
|---|-----------------------|--------------------------|-------------------|
| FIRST INTERSTATE BAN  | Health Insurance Fund | Wellness Plan Gift Cards | \$1,208.00        |
| <i>FIRST INTERSTATE BAN - Total For Health Insurance Fund</i> |                       |                          | <i>\$1,208.00</i> |
| FIRST INTERSTATE BAN  | Human Resources       | Gift Cards               | \$159.00          |
| <i>FIRST INTERSTATE BAN - Total For Human Resources</i>       |                       |                          | <i>\$159.00</i>   |
| <b>FIRST INTERSTATE BAN - ALL DEPARTMENTS</b>                 |                       |                          | <b>\$1,367.00</b> |

## FOX FIELD SERVICES L

|   |                             |                    |                   |
|---|-----------------------------|--------------------|-------------------|
| FOX FIELD SERVICES L  | Buildings & Structures Fund | Labor and Supplies | \$1,115.92        |
| <i>FOX FIELD SERVICES L - Total For Buildings &amp; Structures Fund</i> |                             |                    | <i>\$1,115.92</i> |

**FOX FIELD SERVICES L - ALL DEPARTMENTS**

\$1,115.92

**GALLS, INC.**

|             |                      |          |         |
|-------------|----------------------|----------|---------|
| GALLS, INC. | Metro Animal Shelter | Supplies | \$76.59 |
|-------------|----------------------|----------|---------|

|             |                      |          |          |
|-------------|----------------------|----------|----------|
| GALLS, INC. | Metro Animal Shelter | Supplies | \$818.20 |
|-------------|----------------------|----------|----------|

|   |  |  |          |
|---|--|--|----------|
| <i>GALLS, INC. - Total For Metro Animal Shelter</i> |  |  | \$894.79 |
|---|--|--|----------|

**GALLS, INC. - ALL DEPARTMENTS**

\$894.79

**GEOSYNTEC CONSULTANT**

|                      |                                |             |            |
|----------------------|--------------------------------|-------------|------------|
| GEOSYNTEC CONSULTANT | Balefill - Disposal & Landfill | Engineering | \$6,660.53 |
|----------------------|--------------------------------|-------------|------------|

|                      |                                |             |            |
|----------------------|--------------------------------|-------------|------------|
| GEOSYNTEC CONSULTANT | Balefill - Disposal & Landfill | Engineering | \$3,556.92 |
|----------------------|--------------------------------|-------------|------------|

|  |  |  |             |
|--|--|--|-------------|
| <i>GEOSYNTEC CONSULTANT - Total For Balefill - Disposal &amp; Landfill</i> |  |  | \$10,217.45 |
|--|--|--|-------------|

**GEOSYNTEC CONSULTANT - ALL DEPARTMENTS**

\$10,217.45

**GRAINGER, INC.**

|                |                             |          |         |
|----------------|-----------------------------|----------|---------|
| GRAINGER, INC. | Buildings & Structures Fund | Supplies | \$29.42 |
|----------------|-----------------------------|----------|---------|

|                |                             |          |        |
|----------------|-----------------------------|----------|--------|
| GRAINGER, INC. | Buildings & Structures Fund | Supplies | \$2.13 |
|----------------|-----------------------------|----------|--------|

|   |  |  |         |
|---|--|--|---------|
| <i>GRAINGER, INC. - Total For Buildings &amp; Structures Fund</i> |  |  | \$31.55 |
|---|--|--|---------|

|                |                       |          |         |
|----------------|-----------------------|----------|---------|
| GRAINGER, INC. | Capital Projects Fund | Supplies | \$41.12 |
|----------------|-----------------------|----------|---------|

|   |  |  |         |
|---|--|--|---------|
| <i>GRAINGER, INC. - Total For Capital Projects Fund</i> |  |  | \$41.12 |
|---|--|--|---------|

**GRAINGER, INC. - ALL DEPARTMENTS**

\$72.67

**GUNNERS METERS**

|                |              |                     |            |
|----------------|--------------|---------------------|------------|
| GUNNERS METERS | Water Meters | Meter rebuild parts | \$1,953.00 |
|----------------|--------------|---------------------|------------|

|  |  |  |            |
|--|--|--|------------|
| <i>GUNNERS METERS - Total For Water Meters</i> |  |  | \$1,953.00 |
|--|--|--|------------|

**GUNNERS METERS - ALL DEPARTMENTS**

\$1,953.00

**HDR ENGINEERING, INC**

|                      |                           |                           |             |
|----------------------|---------------------------|---------------------------|-------------|
| HDR ENGINEERING, INC | Metropolitan Planning Org | Public Participation Plan | \$10,585.36 |
|----------------------|---------------------------|---------------------------|-------------|

|   |  |  |             |
|---|--|--|-------------|
| <i>HDR ENGINEERING, INC - Total For Metropolitan Planning Org</i> |  |  | \$10,585.36 |
|---|--|--|-------------|

|                      |             |                                |            |
|----------------------|-------------|--------------------------------|------------|
| HDR ENGINEERING, INC | Water Tanks | Water Rights Supply Studies 20 | \$4,375.44 |
|----------------------|-------------|--------------------------------|------------|

|   |  |  |            |
|---|--|--|------------|
| <i>HDR ENGINEERING, INC - Total For Water Tanks</i> |  |  | \$4,375.44 |
|---|--|--|------------|

**HDR ENGINEERING, INC - ALL DEPARTMENTS** \$14,960.80

## HERCULES INDUSTRIES

|                     |                             |          |         |
|---------------------|-----------------------------|----------|---------|
| HERCULES INDUSTRIES | Buildings & Structures Fund | Supplies | \$26.80 |
| HERCULES INDUSTRIES | Buildings & Structures Fund | Supplies | \$22.63 |
| HERCULES INDUSTRIES | Buildings & Structures Fund | Supplies | \$26.18 |

*HERCULES INDUSTRIES - Total For Buildings & Structures Fund* \$75.61

**HERCULES INDUSTRIES - ALL DEPARTMENTS** \$75.61

## HOMAX OIL SALES, INC

|                      |                        |      |             |
|----------------------|------------------------|------|-------------|
| HOMAX OIL SALES, INC | Fleet Maintenance Fund | Fuel | \$21,519.90 |
| HOMAX OIL SALES, INC | Fleet Maintenance Fund | Fuel | \$20,744.14 |

*HOMAX OIL SALES, INC - Total For Fleet Maintenance Fund* \$42,264.04

|                      |                    |      |            |
|----------------------|--------------------|------|------------|
| HOMAX OIL SALES, INC | Water Distribution | Fuel | \$4,770.07 |
|----------------------|--------------------|------|------------|

*HOMAX OIL SALES, INC - Total For Water Distribution* \$4,770.07

**HOMAX OIL SALES, INC - ALL DEPARTMENTS** \$47,034.11

## IDENTISYS INCORPORAT

|                      |                   |                  |          |
|----------------------|-------------------|------------------|----------|
| IDENTISYS INCORPORAT | Golf - Operations | Printer Software | \$295.00 |
| IDENTISYS INCORPORAT | Golf - Operations | Printer Software | \$45.00  |

*IDENTISYS INCORPORAT - Total For Golf - Operations* \$340.00

**IDENTISYS INCORPORAT - ALL DEPARTMENTS** \$340.00

## INDUSTRIAL SCREEN &

|                     |                             |  |            |
|---------------------|-----------------------------|--|------------|
| INDUSTRIAL SCREEN & | Balefill - Baler Processing | 2 SETS OF BALER KNIVES FOR BALING SYSTEM | \$9,281.84 |
|---------------------|-----------------------------|--|------------|

*INDUSTRIAL SCREEN & - Total For Balefill - Baler Processing* \$9,281.84

**INDUSTRIAL SCREEN & - ALL DEPARTMENTS** \$9,281.84

## INTUIT, INC.

|              |                      |                                  |            |
|--------------|----------------------|----------------------------------|------------|
| INTUIT, INC. | Parks - Parks Maint. | Airmodeler repair                | \$1,000.00 |
| INTUIT, INC. | Parks - Parks Maint. | Sign light that fell off at shop | \$500.00   |
| INTUIT, INC. | Parks - Parks Maint. | War Room Electrical              | \$1,200.91 |



|   |                       |                                  |                   |
|---|-----------------------|----------------------------------|-------------------|
| <i>INTUIT, INC. - Total For Parks - Parks Maint.</i>  |                       |                                  | <i>\$2,700.91</i> |
| INTUIT, INC.  | Parks - Special Areas | Repair Christmas lights downtown | \$183.77          |
| <i>INTUIT, INC. - Total For Parks - Special Areas</i> |                       |                                  | <i>\$183.77</i>   |
| <b>INTUIT, INC. - ALL DEPARTMENTS</b>                 |                       |                                  | <b>\$2,884.68</b> |

## KATHRYN R LEVESQUE

|  |                    |                      |                 |
|--|--------------------|----------------------|-----------------|
| KATHRYN R LEVESQUE                                       | Police Grants Fund | Flight reimbursement | \$813.00        |
| <i>KATHRYN R LEVESQUE - Total For Police Grants Fund</i> |                    |                      | <i>\$813.00</i> |
| <b>KATHRYN R LEVESQUE - ALL DEPARTMENTS</b>              |                    |                      | <b>\$813.00</b> |

## KNUCKLE DRAGGER TACT

|  |                        |          |                 |
|--|------------------------|----------|-----------------|
| KNUCKLE DRAGGER TACT   | Police Career Services | Training | \$855.00        |
| <i>KNUCKLE DRAGGER TACT - Total For Police Career Services</i> |                        |          | <i>\$855.00</i> |
| <b>KNUCKLE DRAGGER TACT - ALL DEPARTMENTS</b>                  |                        |          | <b>\$855.00</b> |

## KUBWATER RESOURCES,

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

## LISA'S SPIC N SPAN

|  |                                |                            |                 |
|--|--------------------------------|----------------------------|-----------------|
| LISA'S SPIC N SPAN   | Balefill - Disposal & Landfill | March 29 - April 4th, 2021 | \$440.00        |
| <i>LISA'S SPIC N SPAN - Total For Balefill - Disposal &amp; Landfill</i> |                                |                            | <i>\$440.00</i> |
| <b>LISA'S SPIC N SPAN - ALL DEPARTMENTS</b>                              |                                |                            | <b>\$440.00</b> |

## MERCER HOUSE, INC.

|   |                       |                                |                   |
|---|-----------------------|--------------------------------|-------------------|
| MERCER HOUSE, INC.  | Capital Projects Fund | 1%#16 Funding Mercer Family Re | \$6,401.10        |
| <i>MERCER HOUSE, INC. - Total For Capital Projects Fund</i> |                       |                                | <i>\$6,401.10</i> |
| <b>MERCER HOUSE, INC. - ALL DEPARTMENTS</b>                 |                       |                                | <b>\$6,401.10</b> |

## MOORE & ASSOCIATES I

|   |                           |                          |             |
|---|---------------------------|--------------------------|-------------|
| MOORE & ASSOCIATES I  | Metropolitan Planning Org | Transit Development Plan | \$15,465.17 |
| <i>MOORE &amp; ASSOCIATES I - Total For Metropolitan Planning Org</i> |                           |                          | \$15,465.17 |
| <b>MOORE &amp; ASSOCIATES I - ALL DEPARTMENTS</b>                     |                           |                          | \$15,465.17 |

## MOTOROLA SOLUTIONS

|  |                             |               |            |
|--|-----------------------------|---------------|------------|
| MOTOROLA SOLUTIONS   | Public Safety Communication | Communication | \$9,457.67 |
| <i>MOTOROLA SOLUTIONS - Total For Public Safety Communications</i> |                             |               | \$9,457.67 |
| <b>MOTOROLA SOLUTIONS - ALL DEPARTMENTS</b>                        |                             |               | \$9,457.67 |

## MOUNTAIN STATES

|   |                  |                  |          |
|---|------------------|------------------|----------|
| MOUNTAIN STATES                                     | City Council     | Calendar Backers | \$162.50 |
| <i>MOUNTAIN STATES - Total For City Council</i>     |                  |                  | \$162.50 |
| MOUNTAIN STATES                                     | Customer Service | Office Supplies  | \$633.16 |
| <i>MOUNTAIN STATES - Total For Customer Service</i> |                  |                  | \$633.16 |
| MOUNTAIN STATES                                     | Municipal Court  | Business Cards   | \$80.63  |
| MOUNTAIN STATES                                     | Municipal Court  | Forms            | \$101.63 |
| <i>MOUNTAIN STATES - Total For Municipal Court</i>  |                  |                  | \$182.26 |
| <b>MOUNTAIN STATES - ALL DEPARTMENTS</b>            |                  |                  | \$977.92 |

## MOUNTAIN STATES PIPE

|   |  |  |            |
|---|--|--|------------|
| MOUNTAIN STATES PIPE  | Water Revenue and Transfers 40 - Kamstrup meters & 24 Itron ERTs |  | \$7,070.48 |
| <i>MOUNTAIN STATES PIPE - Total For Water Revenue and Transfers</i> |  |  | \$7,070.48 |
| <b>MOUNTAIN STATES PIPE - ALL DEPARTMENTS</b>                       |  |  | \$7,070.48 |

## MOUNTAIN WEST TELEPH

|   |                             |                  |         |
|---|-----------------------------|------------------|---------|
| MOUNTAIN WEST TELEPH  | Buildings & Structures Fund | Internet Service | \$49.95 |
| <i>MOUNTAIN WEST TELEPH - Total For Buildings &amp; Structures Fund</i> |                             |                  | \$49.95 |
| <b>MOUNTAIN WEST TELEPH - ALL DEPARTMENTS</b>                           |                             |                  | \$49.95 |

## MUNICIPAL CODE CORP.

|   |                             |                              |         |
|---|-----------------------------|------------------------------|---------|
| MUNICIPAL CODE CORP.  | Balefill - Baler Processing | Copies of Code of Ordinances | \$88.32 |
| <i>MUNICIPAL CODE CORP. - Total For Balefill - Baler Processing</i> |                             |                              | \$88.32 |

|   |               |                              |                 |
|---|---------------|------------------------------|-----------------|
| MUNICIPAL CODE CORP.                                  | City Attorney | Copies of Code of Ordinances | \$441.65        |
| <i>MUNICIPAL CODE CORP. - Total For City Attorney</i> |               |                              | <i>\$441.65</i> |
| MUNICIPAL CODE CORP.                                  | Engineering   | Copies of Code of Ordinances | \$88.31         |
| <i>MUNICIPAL CODE CORP. - Total For Engineering</i>   |               |                              | <i>\$88.31</i>  |
| MUNICIPAL CODE CORP.                                  | Planning      | Copies of Code of Ordinances | \$88.32         |
| <i>MUNICIPAL CODE CORP. - Total For Planning</i>      |               |                              | <i>\$88.32</i>  |
| <b>MUNICIPAL CODE CORP. - ALL DEPARTMENTS</b>         |               |                              | <b>\$706.60</b> |

## MYERS & SONS CONSTRU

|   |                 |                                |                     |
|---|-----------------|--------------------------------|---------------------|
| MYERS & SONS CONSTRU  | WWTP Operations | WWTP Secondary Rehab Construct | 643,500.00          |
| <i>MYERS &amp; SONS CONSTRU - Total For WWTP Operations</i> |                 |                                | <i>\$643,500.00</i> |
| <b>MYERS &amp; SONS CONSTRU - ALL DEPARTMENTS</b>           |                 |                                | <b>\$643,500.00</b> |

## NAPA AUTO PARTS CORP

|  |                        |                    |                     |
|--|------------------------|--------------------|---------------------|
| NAPA AUTO PARTS CORP   | City Council           | March Transactions | \$1,216.65          |
| <i>NAPA AUTO PARTS CORP - Total For City Council</i>           |                        |                    | <i>\$1,216.65</i>   |
| NAPA AUTO PARTS CORP   | Fleet Maintenance Fund | March Transactions | \$11,505.27         |
| NAPA AUTO PARTS CORP   | Fleet Maintenance Fund | March Transactions | \$5,000.00          |
| NAPA AUTO PARTS CORP   | Fleet Maintenance Fund | March Transactions | \$1,980.24          |
| NAPA AUTO PARTS CORP   | Fleet Maintenance Fund | March Transactions | \$1,486.41          |
| NAPA AUTO PARTS CORP   | Fleet Maintenance Fund | March Transactions | \$2,169.59          |
| NAPA AUTO PARTS CORP   | Fleet Maintenance Fund | March Transactions | 117,295.51          |
| <i>NAPA AUTO PARTS CORP - Total For Fleet Maintenance Fund</i> |                        |                    | <i>\$139,437.02</i> |
| <b>NAPA AUTO PARTS CORP - ALL DEPARTMENTS</b>                  |                        |                    | <b>\$140,653.67</b> |

## NATL ALLIANCE FOR DR

|  |                    |                                 |                 |
|--|--------------------|---------------------------------|-----------------|
| NATL ALLIANCE FOR DR                                       | Police Grants Fund | Reimbursement - Meth Conference | \$478.20        |
| <i>NATL ALLIANCE FOR DR - Total For Police Grants Fund</i> |                    |                                 | <i>\$478.20</i> |
| <b>NATL ALLIANCE FOR DR - ALL DEPARTMENTS</b>              |                    |                                 | <b>\$478.20</b> |

## NATRONA COUNTY OFFIC

|  |                      |                                    |                 |
|--|----------------------|------------------------------------|-----------------|
| NATRONA COUNTY OFFIC   | Miller St. Dormitory | 2020 Tax Bill - 4131 Miller Street | \$161.18        |
| <i>NATRONA COUNTY OFFIC - Total For Miller St. Dormitory</i> |                      |                                    | <i>\$161.18</i> |

|   |                           |                         |                    |
|---|---------------------------|-------------------------|--------------------|
| NATRONA COUNTY OFFIC  | Social Community Services | March 2021 Tax Revenues | \$42,750.00        |
| <i>NATRONA COUNTY OFFIC - Total For Social Community Services</i> |                           |                         | \$42,750.00        |
| <b>NATRONA COUNTY OFFIC - ALL DEPARTMENTS</b>                     |                           |                         | <b>\$42,911.18</b> |

## NORCO, INC.

|   |                        |                   |                 |
|---|------------------------|-------------------|-----------------|
| NORCO, INC.   | Fleet Maintenance Fund | Rental            | \$145.08        |
| <i>NORCO, INC. - Total For Fleet Maintenance Fund</i> |                        |                   | \$145.08        |
| NORCO, INC.   | Refuse - Recycling     | Cleaning supplies | \$63.09         |
| <i>NORCO, INC. - Total For Refuse - Recycling</i>     |                        |                   | \$63.09         |
| NORCO, INC.   | Refuse - Residential   | Supplies          | \$49.23         |
| NORCO, INC.   | Refuse - Residential   | Supplies          | \$467.04        |
| <i>NORCO, INC. - Total For Refuse - Residential</i>   |                        |                   | \$516.27        |
| <b>NORCO, INC. - ALL DEPARTMENTS</b>                  |                        |                   | <b>\$724.44</b> |

## NORDIC SOUND INCORPO

|   |                       |                              |                   |
|---|-----------------------|------------------------------|-------------------|
| NORDIC SOUND INCORPO  | Capital Projects Fund | Council Chambers AV Upgrades | \$1,366.25        |
| <i>NORDIC SOUND INCORPO - Total For Capital Projects Fund</i> |                       |                              | \$1,366.25        |
| <b>NORDIC SOUND INCORPO - ALL DEPARTMENTS</b>                 |                       |                              | <b>\$1,366.25</b> |

## ONE CALL OF WY.

|  |                             |                     |                 |
|--|-----------------------------|---------------------|-----------------|
| ONE CALL OF WY.  | Parks - Parks Maint.        | Tickets for MAR CDC | \$32.25         |
| <i>ONE CALL OF WY. - Total For Parks - Parks Maint.</i>        |                             |                     | \$32.25         |
| ONE CALL OF WY.  | Sewer Wastewater Collection | Tickets for MAR CDC | \$250.76        |
| <i>ONE CALL OF WY. - Total For Sewer Wastewater Collection</i> |                             |                     | \$250.76        |
| ONE CALL OF WY.  | Water Distribution          | Tickets for MAR CDC | \$306.49        |
| <i>ONE CALL OF WY. - Total For Water Distribution</i>          |                             |                     | \$306.49        |
| <b>ONE CALL OF WY. - ALL DEPARTMENTS</b>                       |                             |                     | <b>\$589.50</b> |

## ORIGINAL WATERMEN IN

|   |                       |          |            |
|---|-----------------------|----------|------------|
| ORIGINAL WATERMEN IN  | Aquatics - Operations | Services | \$1,200.87 |
| <i>ORIGINAL WATERMEN IN - Total For Aquatics - Operations</i> |                       |          | \$1,200.87 |
| ORIGINAL WATERMEN IN  | Aquatics - Pool       | Services | \$1,200.86 |
| <i>ORIGINAL WATERMEN IN - Total For Aquatics - Pool</i>       |                       |          | \$1,200.86 |

**ORIGINAL WATERMEN IN - ALL DEPARTMENTS** \$2,401.73

## **PARTSMASTER**

|             |                        |          |          |
|-------------|------------------------|----------|----------|
| PARTSMASTER | Fleet Maintenance Fund | Supplies | \$525.00 |
| PARTSMASTER | Fleet Maintenance Fund | Supplies | \$375.00 |
| PARTSMASTER | Fleet Maintenance Fund | Supplies | \$375.00 |

*PARTSMASTER - Total For Fleet Maintenance Fund* \$1,275.00

**PARTSMASTER - ALL DEPARTMENTS** \$1,275.00

## **PEDEN'S INC**

|             |                       |          |          |
|-------------|-----------------------|----------|----------|
| PEDEN'S INC | Police Administration | Services | \$234.00 |
|-------------|-----------------------|----------|----------|

*PEDEN'S INC - Total For Police Administration* \$234.00

**PEDEN'S INC - ALL DEPARTMENTS** \$234.00

## **PILOT**

|       |                   |                    |         |
|-------|-------------------|--------------------|---------|
| PILOT | Fire-EMS Training | Flying J - Propane | \$16.99 |
|-------|-------------------|--------------------|---------|

*PILOT - Total For Fire-EMS Training* \$16.99

**PILOT - ALL DEPARTMENTS** \$16.99

## **PORTER, MUIRHEAD, CO**

|                      |                       |   |             |
|----------------------|-----------------------|---|-------------|
| PORTER, MUIRHEAD, CO | Capital Projects Fund | Professional Services - Forensic Engagement | \$35,000.00 |
|----------------------|-----------------------|---|-------------|

*PORTER, MUIRHEAD, CO - Total For Capital Projects Fund* \$35,000.00

|                      |         |                               |             |
|----------------------|---------|-------------------------------|-------------|
| PORTER, MUIRHEAD, CO | Finance | Citywide Audit for Year Ended | \$55,000.00 |
|----------------------|---------|-------------------------------|-------------|

|                      |         |   |            |
|----------------------|---------|---|------------|
| PORTER, MUIRHEAD, CO | Finance | Professional Services - Financial Stmts Audit | 130,000.00 |
|----------------------|---------|---|------------|

*PORTER, MUIRHEAD, CO - Total For Finance* \$185,000.00

**PORTER, MUIRHEAD, CO - ALL DEPARTMENTS** \$220,000.00

## **POWER SCREENING, LLC**

|                      |                                |          |            |
|----------------------|--------------------------------|----------|------------|
| POWER SCREENING, LLC | Balefill - Diversion & Special | Supplies | \$1,069.54 |
|----------------------|--------------------------------|----------|------------|

*POWER SCREENING, LLC - Total For Balefill - Diversion & Special* \$1,069.54

**POWER SCREENING, LLC - ALL DEPARTMENTS** \$1,069.54

## PP WCADVSA

|   |                       |                  |                 |
|---|-----------------------|------------------|-----------------|
| PP WCADVSA  | Police Federal Grants | Case # 20-070247 | \$191.87        |
| <i>PP WCADVSA - Total For Police Federal Grants</i> |                       |                  | <i>\$191.87</i> |
| <b>PP WCADVSA - ALL DEPARTMENTS</b>                 |                       |                  | <b>\$191.87</b> |

## PRINTWORKS

|   |                           |                   |                   |
|---|---------------------------|-------------------|-------------------|
| PRINTWORKS  | City Attorney             | Printing          | \$35.95           |
| <i>PRINTWORKS - Total For City Attorney</i>             |                           |                   | <i>\$35.95</i>    |
| PRINTWORKS  | City Council              | Printing Supplies | \$143.83          |
| <i>PRINTWORKS - Total For City Council</i>              |                           |                   | <i>\$143.83</i>   |
| PRINTWORKS  | City Manager              | Printing Supplies | \$35.96           |
| <i>PRINTWORKS - Total For City Manager</i>              |                           |                   | <i>\$35.96</i>    |
| PRINTWORKS  | Code Enforcement          | Printing          | \$896.53          |
| <i>PRINTWORKS - Total For Code Enforcement</i>          |                           |                   | <i>\$896.53</i>   |
| PRINTWORKS  | Regional Water Operations | Supplies          | \$71.98           |
| <i>PRINTWORKS - Total For Regional Water Operations</i> |                           |                   | <i>\$71.98</i>    |
| PRINTWORKS  | Water Distribution        | Supplies          | \$35.98           |
| PRINTWORKS  | Water Distribution        | Supplies          | \$211.18          |
| <i>PRINTWORKS - Total For Water Distribution</i>        |                           |                   | <i>\$247.16</i>   |
| <b>PRINTWORKS - ALL DEPARTMENTS</b>                     |                           |                   | <b>\$1,431.41</b> |

## PROFESSIONAL CLEANIN

|   |                 |                                |                   |
|---|-----------------|--------------------------------|-------------------|
| PROFESSIONAL CLEANIN                                    | WWTP Operations | Janitorial services at the WWT | \$1,395.00        |
| <i>PROFESSIONAL CLEANIN - Total For WWTP Operations</i> |                 |                                | <i>\$1,395.00</i> |
| <b>PROFESSIONAL CLEANIN - ALL DEPARTMENTS</b>           |                 |                                | <b>\$1,395.00</b> |

## RANDALL W. HEIN, AIA

|  |                                |                                |                    |
|--|--------------------------------|--------------------------------|--------------------|
| RANDALL W. HEIN, AIA   | Balefill - Disposal & Landfill | Baler Building Locker Room Ren | \$17,833.50        |
| <i>RANDALL W. HEIN, AIA - Total For Balefill - Disposal &amp; Landfill</i> |                                |                                | <i>\$17,833.50</i> |
| <b>RANDALL W. HEIN, AIA - ALL DEPARTMENTS</b>                              |                                |                                | <b>\$17,833.50</b> |

## RICOH USA INC

|   |          |                 |                 |
|---|----------|-----------------|-----------------|
| RICOH USA INC                             | Planning | Copier services | \$352.09        |
| <i>RICOH USA INC - Total For Planning</i> |          |                 | <i>\$352.09</i> |
| <b>RICOH USA INC - ALL DEPARTMENTS</b>    |          |                 | <b>\$352.09</b> |

## ROCKY MOUNTAIN POWER

|   |                         |                       |                   |
|---|-------------------------|-----------------------|-------------------|
| ROCKY MOUNTAIN POWER  | Aquatics - Operations   | Acct # 54730761-088 1 | \$7,629.32        |
| <i>ROCKY MOUNTAIN POWER - Total For Aquatics - Operations</i>   |                         |                       | <i>\$7,629.32</i> |
| ROCKY MOUNTAIN POWER  | Cemetery                | Acct # 54730761-092 3 | \$229.09          |
| <i>ROCKY MOUNTAIN POWER - Total For Cemetery</i>                |                         |                       | <i>\$229.09</i>   |
| ROCKY MOUNTAIN POWER  | City Center Building    | Acct # 54730761-093 1 | \$1,137.16        |
| <i>ROCKY MOUNTAIN POWER - Total For City Center Building</i>    |                         |                       | <i>\$1,137.16</i> |
| ROCKY MOUNTAIN POWER  | City Hall               | Acct # 54730761-093 1 | \$2,434.95        |
| <i>ROCKY MOUNTAIN POWER - Total For City Hall</i>               |                         |                       | <i>\$2,434.95</i> |
| ROCKY MOUNTAIN POWER  | Fire-EMS Administration | Acct # 54730761-104 6 | \$368.11          |
| ROCKY MOUNTAIN POWER  | Fire-EMS Administration | Acct # 54730761-097 2 | \$2,448.17        |
| ROCKY MOUNTAIN POWER  | Fire-EMS Administration | Acct # 60445507-008 5 | \$1,778.67        |
| <i>ROCKY MOUNTAIN POWER - Total For Fire-EMS Administration</i> |                         |                       | <i>\$4,594.95</i> |
| ROCKY MOUNTAIN POWER  | Fleet Maintenance Fund  | Acct # 54730761-096 4 | \$6,839.74        |
| <i>ROCKY MOUNTAIN POWER - Total For Fleet Maintenance Fund</i>  |                         |                       | <i>\$6,839.74</i> |
| ROCKY MOUNTAIN POWER  | Golf - Operations       | Acct # 54730761-099 8 | \$1,939.36        |
| <i>ROCKY MOUNTAIN POWER - Total For Golf - Operations</i>       |                         |                       | <i>\$1,939.36</i> |
| ROCKY MOUNTAIN POWER  | Hogadon - Operations    | Acct #                | \$6,245.83        |
| <i>ROCKY MOUNTAIN POWER - Total For Hogadon - Operations</i>    |                         |                       | <i>\$6,245.83</i> |
| ROCKY MOUNTAIN POWER  | Ice Arena - Operations  | Acct # 54730761-101 2 | \$2,849.82        |
| <i>ROCKY MOUNTAIN POWER - Total For Ice Arena - Operations</i>  |                         |                       | <i>\$2,849.82</i> |
| ROCKY MOUNTAIN POWER  | Marathon Building       | Acct # 54730761-093 1 | \$981.13          |
| <i>ROCKY MOUNTAIN POWER - Total For Marathon Building</i>       |                         |                       | <i>\$981.13</i>   |
| ROCKY MOUNTAIN POWER  | Metro Animal Shelter    | Acct # 54730761-102 0 | \$1,185.59        |
| <i>ROCKY MOUNTAIN POWER - Total For Metro Animal Shelter</i>    |                         |                       | <i>\$1,185.59</i> |
| ROCKY MOUNTAIN POWER  | Miller St. Dormitory    | Acct # 54730761-093 1 | \$32.46           |
| <i>ROCKY MOUNTAIN POWER - Total For Miller St. Dormitory</i>    |                         |                       | <i>\$32.46</i>    |
| ROCKY MOUNTAIN POWER  | Parks - Athletic Maint. | Acct # 54730761-093 1 | \$93.46           |
| <i>ROCKY MOUNTAIN POWER - Total For Parks - Athletic Maint.</i> |                         |                       | <i>\$93.46</i>    |
| ROCKY MOUNTAIN POWER  | Parks - Special Areas   | Acct # 54730761-132 7 | \$5,646.34        |
| <i>ROCKY MOUNTAIN POWER - Total For Parks - Special Areas</i>   |                         |                       | <i>\$5,646.34</i> |

|  |                             |                       |                    |
|--|-----------------------------|-----------------------|--------------------|
| ROCKY MOUNTAIN POWER   | Public Safety Communication | Acct # 54730761-146 7 | \$427.57           |
| <i>ROCKY MOUNTAIN POWER - Total For Public Safety Communications</i> |                             |                       | <i>\$427.57</i>    |
| ROCKY MOUNTAIN POWER   | Rec Center - Operations     | Acct # 54730761-095 6 | \$3,798.10         |
| <i>ROCKY MOUNTAIN POWER - Total For Rec Center - Operations</i>      |                             |                       | <i>\$3,798.10</i>  |
| ROCKY MOUNTAIN POWER   | Sewer Wastewater Collection | Acct # 54730761-105 3 | \$790.91           |
| ROCKY MOUNTAIN POWER   | Sewer Wastewater Collection | Acct # 54730761-130 1 | \$75.42            |
| <i>ROCKY MOUNTAIN POWER - Total For Sewer Wastewater Collection</i>  |                             |                       | <i>\$866.33</i>    |
| ROCKY MOUNTAIN POWER   | Traffic Control             | Acct # 60445507-010 1 | \$160.62           |
| <i>ROCKY MOUNTAIN POWER - Total For Traffic Control</i>              |                             |                       | <i>\$160.62</i>    |
| ROCKY MOUNTAIN POWER   | Water Tanks                 | Acct # 54730761-002 2 | \$2,577.46         |
| ROCKY MOUNTAIN POWER   | Water Tanks                 | Acct # 54730761-135 0 | \$47.31            |
| ROCKY MOUNTAIN POWER   | Water Tanks                 | Acct # 54730761-147 5 | \$4,232.64         |
| <i>ROCKY MOUNTAIN POWER - Total For Water Tanks</i>                  |                             |                       | <i>\$6,857.41</i>  |
| <b>ROCKY MOUNTAIN POWER - ALL DEPARTMENTS</b>                        |                             |                       | <b>\$53,949.23</b> |

## Router

|  |                      |                                |                   |
|--|----------------------|--------------------------------|-------------------|
| Router   | Parks - Parks Maint. | Provide/Install/Service Rented | \$102.92          |
| Router   | Parks - Parks Maint. | Provide/Install/Service Rented | \$66.30           |
| Router   | Parks - Parks Maint. | Provide/Install/Service Rented | \$66.30           |
| Router   | Parks - Parks Maint. | Provide/Install/Service Rented | \$205.84          |
| Router   | Parks - Parks Maint. | Provide/Install/Service Rented | \$227.25          |
| Router   | Parks - Parks Maint. | Provide/Install/Service Rented | \$157.65          |
| Router   | Parks - Parks Maint. | Provide/Install/Service Rented | \$840.14          |
| Router   | Parks - Parks Maint. | Provide/Install/Service Rented | \$222.62          |
| Router   | Parks - Parks Maint. | Provide/Install/Service Rented | \$540.45          |
| Router   | Parks - Parks Maint. | Provide/Install/Service Rented | \$325.54          |
| Router   | Parks - Parks Maint. | Provide/Install/Service Rented | \$157.65          |
| Router   | Parks - Parks Maint. | Provide/Install/Service Rented | \$331.65          |
| Router   | Parks - Parks Maint. | Provide/Install/Service Rented | \$325.54          |
| Router   | Parks - Parks Maint. | Provide/Install/Service Rented | \$104.40          |
| Router   | Parks - Parks Maint. | Provide/Install/Service Rented | \$227.25          |
| Router   | Parks - Parks Maint. | Provide/Install/Service Rented | \$331.65          |
| Router   | Parks - Parks Maint. | Provide/Install/Service Rented | \$222.62          |
| <i>Router - Total For Parks - Parks Maint.</i> |                      |                                | <i>\$4,455.77</i> |



**Rooter - ALL DEPARTMENTS**

\$4,455.77

**ROTARY CLUB OF CASPE**

|                      |              |                |         |
|----------------------|--------------|----------------|---------|
| ROTARY CLUB OF CASPE | City Manager | Quarterly Dues | \$68.00 |
|----------------------|--------------|----------------|---------|

|  |  |  |                |
|--|--|--|----------------|
| <i>ROTARY CLUB OF CASPE - Total For City Manager</i> |  |  | <i>\$68.00</i> |
|--|--|--|----------------|

**ROTARY CLUB OF CASPE - ALL DEPARTMENTS**

\$68.00

**SALTUS TECHNOLOGIES,**

|                      |                       |                        |             |
|----------------------|-----------------------|------------------------|-------------|
| SALTUS TECHNOLOGIES, | Capital Projects Fund | 25 Digiticket Printers | \$20,210.00 |
|----------------------|-----------------------|------------------------|-------------|

|   |  |  |                    |
|---|--|--|--------------------|
| <i>SALTUS TECHNOLOGIES, - Total For Capital Projects Fund</i> |  |  | <i>\$20,210.00</i> |
|---|--|--|--------------------|

**SALTUS TECHNOLOGIES, - ALL DEPARTMENTS**

\$20,210.00

**SARA E MAHONEY**

|                |                    |                               |          |
|----------------|--------------------|-------------------------------|----------|
| SARA E MAHONEY | Police Grants Fund | Meth Conference reimbursement | \$756.40 |
|----------------|--------------------|-------------------------------|----------|

|  |  |  |                 |
|--|--|--|-----------------|
| <i>SARA E MAHONEY - Total For Police Grants Fund</i> |  |  | <i>\$756.40</i> |
|--|--|--|-----------------|

**SARA E MAHONEY - ALL DEPARTMENTS**

\$756.40

**SHEET METAL SPECIALT**

|                      |                       |                                |             |
|----------------------|-----------------------|--------------------------------|-------------|
| SHEET METAL SPECIALT | Capital Projects Fund | Contract Withholding: 20300429 | \$29,437.40 |
|----------------------|-----------------------|--------------------------------|-------------|

|   |  |  |                    |
|---|--|--|--------------------|
| <i>SHEET METAL SPECIALT - Total For Capital Projects Fund</i> |  |  | <i>\$29,437.40</i> |
|---|--|--|--------------------|

**SHEET METAL SPECIALT - ALL DEPARTMENTS**

\$29,437.40

**SHERWIN-WILLIAMS COR**

|                      |                                |          |         |
|----------------------|--------------------------------|----------|---------|
| SHERWIN-WILLIAMS COR | Balefill - Disposal & Landfill | Supplies | \$15.70 |
|----------------------|--------------------------------|----------|---------|

|  |  |  |                |
|--|--|--|----------------|
| <i>SHERWIN-WILLIAMS COR - Total For Balefill - Disposal &amp; Landfill</i> |  |  | <i>\$15.70</i> |
|--|--|--|----------------|

**SHERWIN-WILLIAMS COR - ALL DEPARTMENTS**

\$15.70

**SKYLINE RANCHES**

|                 |          |                       |           |
|-----------------|----------|-----------------------|-----------|
| SKYLINE RANCHES | Balefill | Monthly Sewer Revenue | (\$98.02) |
|-----------------|----------|-----------------------|-----------|

|   |  |  |                  |
|---|--|--|------------------|
| <i>SKYLINE RANCHES - Total For Balefill</i> |  |  | <i>(\$98.02)</i> |
|---|--|--|------------------|

|                 |            |                       |          |
|-----------------|------------|-----------------------|----------|
| SKYLINE RANCHES | Sewer Fund | Monthly Sewer Revenue | \$980.15 |
|-----------------|------------|-----------------------|----------|

|   |                           |                       |                   |
|---|---------------------------|-----------------------|-------------------|
| <i>SKYLINE RANCHES - Total For Sewer Fund</i>                 |                           |                       | <i>\$980.15</i>   |
| SKYLINE RANCHES   | WWTP Revenue and Transfer | Monthly Sewer Revenue | (\$555.92)        |
| <i>SKYLINE RANCHES - Total For WWTP Revenue and Transfers</i> |                           |                       | <i>(\$555.92)</i> |
| <b>SKYLINE RANCHES - ALL DEPARTMENTS</b>                      |                           |                       | <b>\$326.21</b>   |

## SMITH PSYCHOLOGICAL

|   |                        |          |                   |
|---|------------------------|----------|-------------------|
| SMITH PSYCHOLOGICAL   | Police Career Services | Services | \$400.00          |
| SMITH PSYCHOLOGICAL   | Police Career Services | Services | \$400.00          |
| SMITH PSYCHOLOGICAL   | Police Career Services | Services | \$400.00          |
| SMITH PSYCHOLOGICAL   | Police Career Services | Services | \$400.00          |
| <i>SMITH PSYCHOLOGICAL - Total For Police Career Services</i> |                        |          | <i>\$1,600.00</i> |
| <b>SMITH PSYCHOLOGICAL - ALL DEPARTMENTS</b>                  |                        |          | <b>\$1,600.00</b> |

## STAPLES

|  |                       |                                |                |
|--|-----------------------|--------------------------------|----------------|
| STAPLES  | Police Federal Grants | Office Supplies State VW grant | \$48.54        |
| <i>STAPLES - Total For Police Federal Grants</i> |                       |                                | <i>\$48.54</i> |
| <b>STAPLES - ALL DEPARTMENTS</b>                 |                       |                                | <b>\$48.54</b> |

## STATE OF WY.

|  |                                |                                 |                   |
|--|--------------------------------|---------------------------------|-------------------|
| STATE OF WY.   | Balefill - Disposal & Landfill | Closure & Post Closure premiums | \$1,056.62        |
| <i>STATE OF WY. - Total For Balefill - Disposal &amp; Landfill</i> |                                |                                 | <i>\$1,056.62</i> |
| STATE OF WY.   | Health Insurance Fund          | Retiree Subsidy                 | \$5,747.05        |
| <i>STATE OF WY. - Total For Health Insurance Fund</i>              |                                |                                 | <i>\$5,747.05</i> |
| <b>STATE OF WY. - ALL DEPARTMENTS</b>                              |                                |                                 | <b>\$6,803.67</b> |

## STATELINE NO 7 ARCHI

|   |                       |                               |                    |
|---|-----------------------|-------------------------------|--------------------|
| STATELINE NO 7 ARCHI  | Capital Projects Fund | Architectural design for City | \$14,887.75        |
| <i>STATELINE NO 7 ARCHI - Total For Capital Projects Fund</i> |                       |                               | <i>\$14,887.75</i> |
| <b>STATELINE NO 7 ARCHI - ALL DEPARTMENTS</b>                 |                       |                               | <b>\$14,887.75</b> |

## STERLING

|          |                 |                   |            |
|----------|-----------------|-------------------|------------|
| STERLING | Human Resources | Background Checks | \$1,571.60 |
|----------|-----------------|-------------------|------------|

|   |  |  |                   |
|---|--|--|-------------------|
| <i>STERLING - Total For Human Resources</i> |  |  | \$1,571.60        |
| <b>STERLING - ALL DEPARTMENTS</b>           |  |  | <b>\$1,571.60</b> |

### TEN-E PACKAGING SERV

|   |                             |              |                   |
|---|-----------------------------|--------------|-------------------|
| TEN-E PACKAGING SERV  | Balefill - Baler Processing | Gems S028761 | \$1,140.00        |
| <i>TEN-E PACKAGING SERV - Total For Balefill - Baler Processing</i> |                             |              | <i>\$1,140.00</i> |
| <b>TEN-E PACKAGING SERV - ALL DEPARTMENTS</b>                       |                             |              | <b>\$1,140.00</b> |

### THARPE CONSULTING

|  |                       |          |                 |
|--|-----------------------|----------|-----------------|
| THARPE CONSULTING  | Police Administration | Training | \$275.00        |
| <i>THARPE CONSULTING - Total For Police Administration</i> |                       |          | <i>\$275.00</i> |
| <b>THARPE CONSULTING - ALL DEPARTMENTS</b>                 |                       |          | <b>\$275.00</b> |

### THATCHER CO.

|  |                            |                                      |                   |
|--|----------------------------|--------------------------------------|-------------------|
| THATCHER CO.   | WWTP Regional Interceptors | Ferrous Chloride delivery on 3/18/21 | \$9,241.16        |
| <i>THATCHER CO. - Total For WWTP Regional Interceptors</i> |                            |                                      | <i>\$9,241.16</i> |
| <b>THATCHER CO. - ALL DEPARTMENTS</b>                      |                            |                                      | <b>\$9,241.16</b> |

### THE MCGEE PROJECT

|   |                    |                                     |                   |
|---|--------------------|-------------------------------------|-------------------|
| THE MCGEE PROJECT                                       | Police Grants Fund | Meth conference speaking engagement | \$4,500.00        |
| <i>THE MCGEE PROJECT - Total For Police Grants Fund</i> |                    |                                     | <i>\$4,500.00</i> |
| <b>THE MCGEE PROJECT - ALL DEPARTMENTS</b>              |                    |                                     | <b>\$4,500.00</b> |

### TOP OFFICE PRODUCTS

|   |                    |                   |                 |
|---|--------------------|-------------------|-----------------|
| TOP OFFICE PRODUCTS                                       | Water Distribution | Supplies          | \$89.46         |
| <i>TOP OFFICE PRODUCTS - Total For Water Distribution</i> |                    |                   | <i>\$89.46</i>  |
| TOP OFFICE PRODUCTS                                       | WWTP Operations    | Printing Supplies | \$149.80        |
| <i>TOP OFFICE PRODUCTS - Total For WWTP Operations</i>    |                    |                   | <i>\$149.80</i> |
| <b>TOP OFFICE PRODUCTS - ALL DEPARTMENTS</b>              |                    |                   | <b>\$239.26</b> |

### TRIHYDRO CORP.

|   |                       |                                |                   |
|---|-----------------------|--------------------------------|-------------------|
| TRIHYDRO CORP.  | Capital Projects Fund | GemsS028879-EPA Brownfields Ha | \$225.00          |
| TRIHYDRO CORP.  | Capital Projects Fund | GemsS028879-EPA Brownfields Ha | \$2,016.00        |
| <i>TRIHYDRO CORP. - Total For Capital Projects Fund</i> |                       |                                | <i>\$2,241.00</i> |
| <b>TRIHYDRO CORP. - ALL DEPARTMENTS</b>                 |                       |                                | <b>\$2,241.00</b> |

## TYLER TECHNOLOGIES I

|  |                                |                                |                   |
|--|--------------------------------|--------------------------------|-------------------|
| TYLER TECHNOLOGIES I   | Balefill - Disposal & Landfill | Gems S028911 - Tyler Conversio | \$153.60          |
| <i>TYLER TECHNOLOGIES I - Total For Balefill - Disposal &amp; Landfill</i> |                                |                                | <i>\$153.60</i>   |
| TYLER TECHNOLOGIES I   | Capital Projects Fund          | Gems S028911 - Tyler Conversio | \$2,649.60        |
| TYLER TECHNOLOGIES I   | Capital Projects Fund          | Maintenance                    | \$714.00          |
| TYLER TECHNOLOGIES I   | Capital Projects Fund          | Gems S028911 - Tyler Conversio | \$3,120.00        |
| <i>TYLER TECHNOLOGIES I - Total For Capital Projects Fund</i>              |                                |                                | <i>\$6,483.60</i> |
| TYLER TECHNOLOGIES I   | Refuse - Residential           | Gems S028911 - Tyler Conversio | \$230.40          |
| <i>TYLER TECHNOLOGIES I - Total For Refuse - Residential</i>               |                                |                                | <i>\$230.40</i>   |
| TYLER TECHNOLOGIES I   | Regional Water Operations      | Gems S028911 - Tyler Conversio | \$38.40           |
| <i>TYLER TECHNOLOGIES I - Total For Regional Water Operations</i>          |                                |                                | <i>\$38.40</i>    |
| TYLER TECHNOLOGIES I   | Sewer Wastewater Collection    | Gems S028911 - Tyler Conversio | \$192.00          |
| <i>TYLER TECHNOLOGIES I - Total For Sewer Wastewater Collection</i>        |                                |                                | <i>\$192.00</i>   |
| TYLER TECHNOLOGIES I   | Water Distribution             | Gems S028911 - Tyler Conversio | \$422.40          |
| <i>TYLER TECHNOLOGIES I - Total For Water Distribution</i>                 |                                |                                | <i>\$422.40</i>   |
| TYLER TECHNOLOGIES I   | WWTP Operations                | Gems S028911 - Tyler Conversio | \$153.60          |
| <i>TYLER TECHNOLOGIES I - Total For WWTP Operations</i>                    |                                |                                | <i>\$153.60</i>   |
| <b>TYLER TECHNOLOGIES I - ALL DEPARTMENTS</b>                              |                                |                                | <b>\$7,674.00</b> |

## URGENT CARE OF CASPE

|   |                       |          |                 |
|---|-----------------------|----------|-----------------|
| URGENT CARE OF CASPE  | Police Investigations | Services | \$255.00        |
| <i>URGENT CARE OF CASPE - Total For Police Investigations</i> |                       |          | <i>\$255.00</i> |
| <b>URGENT CARE OF CASPE - ALL DEPARTMENTS</b>                 |                       |          | <b>\$255.00</b> |

## USPS PO 5762700491

|   |                   |                |                |
|---|-------------------|----------------|----------------|
| USPS PO 5762700491                                      | Ft. Caspar Museum | POSTAGE STAMPS | \$35.00        |
| <i>USPS PO 5762700491 - Total For Ft. Caspar Museum</i> |                   |                | <i>\$35.00</i> |

**USPS PO 5762700491 - ALL DEPARTMENTS**

\$35.00

**VAN DIEST SUPPLY COM**

|                      |                  |                |            |
|----------------------|------------------|----------------|------------|
| VAN DIEST SUPPLY COM | Weed & Pest Fund | Chemical Order | \$1,834.69 |
|----------------------|------------------|----------------|------------|

|  |  |  |                   |
|--|--|--|-------------------|
| <i>VAN DIEST SUPPLY COM - Total For Weed &amp; Pest Fund</i> |  |  | <i>\$1,834.69</i> |
|--|--|--|-------------------|

**VAN DIEST SUPPLY COM - ALL DEPARTMENTS**

\$1,834.69

**VERIZON WIRELESS**

|                  |                             |                     |        |
|------------------|-----------------------------|---------------------|--------|
| VERIZON WIRELESS | Buildings & Structures Fund | Cell Phone Services | \$4.91 |
|------------------|-----------------------------|---------------------|--------|

|   |  |  |               |
|---|--|--|---------------|
| <i>VERIZON WIRELESS - Total For Buildings &amp; Structures Fund</i> |  |  | <i>\$4.91</i> |
|---|--|--|---------------|

**VERIZON WIRELESS - ALL DEPARTMENTS**

\$4.91

**VOLANCE LANGUAGE**

|                  |               |          |         |
|------------------|---------------|----------|---------|
| VOLANCE LANGUAGE | Police Patrol | Services | \$50.34 |
|------------------|---------------|----------|---------|

|   |  |  |                |
|---|--|--|----------------|
| <i>VOLANCE LANGUAGE - Total For Police Patrol</i> |  |  | <i>\$50.34</i> |
|---|--|--|----------------|

**VOLANCE LANGUAGE - ALL DEPARTMENTS**

\$50.34

**WAL-MART #1617**

|                |                   |          |        |
|----------------|-------------------|----------|--------|
| WAL-MART #1617 | Fire-EMS Training | Gatorade | \$8.96 |
|----------------|-------------------|----------|--------|

|   |  |  |               |
|---|--|--|---------------|
| <i>WAL-MART #1617 - Total For Fire-EMS Training</i> |  |  | <i>\$8.96</i> |
|---|--|--|---------------|

**WAL-MART #1617 - ALL DEPARTMENTS**

\$8.96

**WARDWELL WATER & SEW**

|                      |                        |       |         |
|----------------------|------------------------|-------|---------|
| WARDWELL WATER & SEW | RWS - Booster Stations | Water | \$30.03 |
|----------------------|------------------------|-------|---------|

|  |  |  |                |
|--|--|--|----------------|
| <i>WARDWELL WATER &amp; SEW - Total For RWS - Booster Stations</i> |  |  | <i>\$30.03</i> |
|--|--|--|----------------|

**WARDWELL WATER & SEW - ALL DEPARTMENTS**

\$30.03

**WAYNE COLEMAN CONSTR**

|                      |                       |              |             |
|----------------------|-----------------------|--------------|-------------|
| WAYNE COLEMAN CONSTR | Capital Projects Fund | Horizon Park | \$27,865.30 |
|----------------------|-----------------------|--------------|-------------|

|   |  |  |                    |
|---|--|--|--------------------|
| <i>WAYNE COLEMAN CONSTR - Total For Capital Projects Fund</i> |  |  | <i>\$27,865.30</i> |
|---|--|--|--------------------|

**WAYNE COLEMAN CONSTR - ALL DEPARTMENTS** \$27,865.30

**WESTERN RESEARCH & D**

|   |                           |                          |             |
|---|---------------------------|--------------------------|-------------|
| WESTERN RESEARCH & D  | Metropolitan Planning Org | Evansville Traffic Study | \$4,306.70  |
| WESTERN RESEARCH & D  | Metropolitan Planning Org | Evansville Traffic Study | \$13,470.69 |
| <i>WESTERN RESEARCH &amp; D - Total For Metropolitan Planning Org</i> |                           |                          | \$17,777.39 |

**WESTERN RESEARCH & D - ALL DEPARTMENTS** \$17,777.39

**WESTLAND PARK-RED BU**

|  |                           |                       |              |
|--|---------------------------|-----------------------|--------------|
| WESTLAND PARK-RED BU   | Sewer Fund                | Monthly Sewer Revenue | \$3,874.00   |
| WESTLAND PARK-RED BU   | Sewer Fund                | Monthly Sewer Revenue | (\$387.40)   |
| <i>WESTLAND PARK-RED BU - Total For Sewer Fund</i>                 |                           |                       | \$3,486.60   |
| WESTLAND PARK-RED BU   | WWTP Revenue and Transfer | Monthly Sewer Revenue | (\$1,144.26) |
| <i>WESTLAND PARK-RED BU - Total For WWTP Revenue and Transfers</i> |                           |                       | (\$1,144.26) |

**WESTLAND PARK-RED BU - ALL DEPARTMENTS** \$2,342.34

**WESTNET INC**

|  |                       |   |             |
|--|-----------------------|---|-------------|
| WESTNET INC  | Capital Projects Fund | Westnet First In Alerting                 | \$77,113.64 |
| WESTNET INC  | Capital Projects Fund | Dorm Remotes and Mounting Hardware for We | \$4,419.98  |
| WESTNET INC  | Capital Projects Fund | 2 Westnet Hallway Satellites              | \$1,998.31  |
| WESTNET INC  | Capital Projects Fund | Westnet Door Bell Module                  | \$735.23    |
| <i>WESTNET INC - Total For Capital Projects Fund</i> |                       |   | \$84,267.16 |

**WESTNET INC - ALL DEPARTMENTS** \$84,267.16

**WY. ASSOC. OF MUNICI**

|   |         |                 |         |
|---|---------|-----------------|---------|
| WY. ASSOC. OF MUNICI                            | Finance | Dues J. Johnson | \$65.00 |
| <i>WY. ASSOC. OF MUNICI - Total For Finance</i> |         |                 | \$65.00 |

**WY. ASSOC. OF MUNICI - ALL DEPARTMENTS** \$65.00

**WY. WORKERS COMPENSA**

|   |                       |                               |              |
|---|-----------------------|-------------------------------|--------------|
| WY. WORKERS COMPENSA  | Aquatics - Operations | Reimbursable Benefit Payments | (\$1,309.09) |
| <i>WY. WORKERS COMPENSA - Total For Aquatics - Operations</i> |                       |                               | (\$1,309.09) |

|   |                         |                               |                 |
|---|-------------------------|-------------------------------|-----------------|
| WY. WORKERS COMPENSA  | Cemetery                | Reimbursable Benefit Payments | \$36.56         |
| <i>WY. WORKERS COMPENSA - Total For Cemetery</i>                |                         |                               | \$36.56         |
| WY. WORKERS COMPENSA  | Ft. Caspar Museum       | Reimbursable Benefit Payments | \$328.00        |
| <i>WY. WORKERS COMPENSA - Total For Ft. Caspar Museum</i>       |                         |                               | \$328.00        |
| WY. WORKERS COMPENSA  | Golf - Operations       | Reimbursable Benefit Payments | \$733.81        |
| <i>WY. WORKERS COMPENSA - Total For Golf - Operations</i>       |                         |                               | \$733.81        |
| WY. WORKERS COMPENSA  | Ice Arena - Operations  | Reimbursable Benefit Payments | \$148.00        |
| <i>WY. WORKERS COMPENSA - Total For Ice Arena - Operations</i>  |                         |                               | \$148.00        |
| WY. WORKERS COMPENSA  | Municipal Court         | Reimbursable Benefit Payments | \$14.08         |
| <i>WY. WORKERS COMPENSA - Total For Municipal Court</i>         |                         |                               | \$14.08         |
| WY. WORKERS COMPENSA  | Parks - Parks Maint.    | Reimbursable Benefit Payments | \$139.85        |
| WY. WORKERS COMPENSA  | Parks - Parks Maint.    | Reimbursable Benefit Payments | \$355.86        |
| <i>WY. WORKERS COMPENSA - Total For Parks - Parks Maint.</i>    |                         |                               | \$495.71        |
| WY. WORKERS COMPENSA  | Rec Center - Operations | Reimbursable Benefit Payments | \$83.00         |
| <i>WY. WORKERS COMPENSA - Total For Rec Center - Operations</i> |                         |                               | \$83.00         |
| <b>WY. WORKERS COMPENSA - ALL DEPARTMENTS</b>                   |                         |                               | <b>\$530.07</b> |

## YOUTH CRISIS CENTER

|  |                       |                                |                    |
|--|-----------------------|--------------------------------|--------------------|
| YOUTH CRISIS CENTER  | Capital Projects Fund | 1%#16 Funding Youth Crisis Cen | \$13,962.00        |
| <i>YOUTH CRISIS CENTER - Total For Capital Projects Fund</i> |                       |                                | \$13,962.00        |
| <b>YOUTH CRISIS CENTER - ALL DEPARTMENTS</b>                 |                       |                                | <b>\$13,962.00</b> |

## CITYWIDE BILLS AND CLAIMS TOTAL

\$2,408,620.80

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  
 04/20/21

**Additional Accounts Payable**

|                        |  |            |
|------------------------|--|------------|
| <b><u>04/01/21</u></b> | Prewrits - PR taxes overpayment refunds, Payroll deductions, unclaimed property, utility refunds | 72.51      |
|                        | Jennifer Henderson   | 21.72      |
|                        | Carl Krugler   | 17.34      |
|                        | Sara Nelson  | 39,049.59  |
|                        | Life Insurance Company   | 6,130.07   |
|                        | State of Wy  | 5,444.25   |
|                        | State of Wy - Dept of Admin  | 16,414.89  |
|                        | Wy State Auditors Office   | 1,334.64   |
|                        | Kathy Hedlund  | 2,520.83   |
|                        | Judy Brummet   | 69,132.98  |
|                        | State of Wy - Department   | 1,296.00   |
|                        | Industrial Screen & Maint.   | 1,296.00   |
|                        |  | 141,434.82 |
| <b><u>04/08/21</u></b> | Prewrits - PR Taxes overpayment, payroll deductions, petty cash, travel reimbursements           | 137.50     |
|                        | Keith McPheeters   | 75.96      |
|                        | Carl Haler   | 291.99     |
|                        | First Interstate Bank - Petty cash   | 253.25     |
|                        | First Interstate Bank - Petty cash   | 402.44     |
|                        | State of Wy - Dept of Revenue  | 897,152.70 |
|                        | State of Wy  | 897,152.70 |
|                        |  | 898,313.84 |

0.00

**Total Additional AP \$ 1,039,748.66**



April 7, 2021

MEMO TO: J. Carter Napier, City Manager *JCN*  
FROM: Liz Becher, Community Development Director *LB*  
SUBJECT: Establish Public Hearing for Consideration of an Ordinance approving a vacation and replat creating the Harmony Hills Addition No. 3 Subdivision

Meeting Type & Date:

Regular Council Meeting, April 20, 2021

Action Type:

Minute action, establishing date of public hearing

Recommendation:

That Council, by minute action, establish May 4, 2021 as the date of public hearing for consideration of an Ordinance approving a vacation and replat creating the Harmony Hills Addition No. 3 Subdivision.

Summary:

Harmony Development, LLC has applied for a vacation and replat creating the Harmony Hills Addition No. 3. The subject property is Zoned R-2 (One Unit Residential) and is a platted, but undeveloped, residential subdivision located generally north of Goodstein Drive, and south of Wyoming Boulevard.

The purpose of the vacation and replat is to vacate the platted lots, blocks, and streets in the area, and to return the area to a single tract. The impetus for the request is the recent increase in property taxes, and as a single tract, the property owner will save significant carrying costs for the property. The applicant has provided easement releases for all formerly platted street right-of-ways that are being vacated, and is providing temporary turnaround easements at the dead ends of both South Walnut Street and Harmony Road.

The Planning and Zoning Commission voted to support the vacation and replat after a public hearing on March 18, 2021. There were no public comments either for or against the case.

Financial Considerations:

Not applicable

Oversight/Project Responsibility:

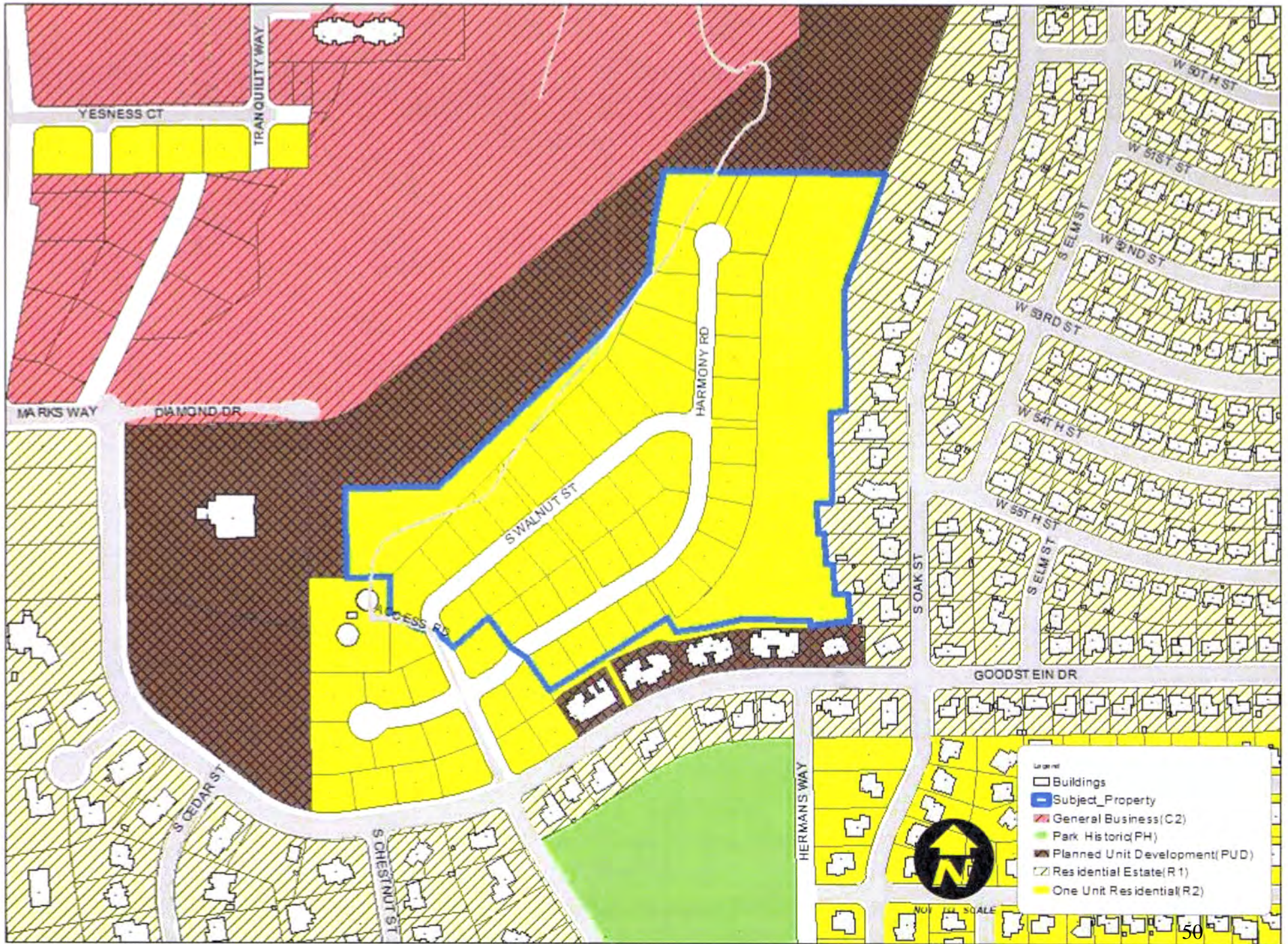
Community Development Department – Planning Division

Attachments:

Location Map

Aerial Map

# Harmony Hills Addition No. 3 (vacation & replat)



# Harmony Hills Addition No. 3 (vacation & replat)



April 7, 2021

MEMO TO: J. Carter Napier, City Manager *JCN*  
FROM: Liz Becher, Community Development Director *LB*  
SUBJECT: Establish Public Hearing for Consideration of an Ordinance approving a vacation and replat creating the Kensington Heights Addition No. 3 Subdivision

Meeting Type & Date:

Regular Council Meeting, April 20, 2021

Action Type:

Minute action, establishing date of public hearing

Recommendation:

That Council, by minute action, establish May 4, 2021 as the date of public hearing for consideration of an Ordinance approving a vacation and replat creating the Kensington Heights Addition No. 3 Subdivision.

Summary:

Kensington Heights Development, LLC has applied for a vacation and replat creating Kensington Heights Addition No. 3. The subject property is zoned R-2 (One Unit Residential), and was originally part of the Centennial Hills Village PUD (Planned Unit Development). In the spring of 2020, both the Planning and Zoning Commission and the City Council approved a rezone of fifty-three (53) acres in the former PUD (Planned Unit Development), including the subject area now under consideration, to R-2 (One Unit Residential). The proposed subdivision (Kensington Heights Addition No. 3) is creating twenty-five (25) new single-family residential lots along the north side of Country Club Road as part of the developer's phase buildout of the area. All proposed lots exceed the City's minimum lot size requirement of 4,000 square feet. Multiple points of access to the area have been provided for public safety and redundancy.

The Planning and Zoning Commission voted to support the vacation and replat after a public hearing on March 18, 2021. There were no public comments either for or against the case.

Financial Considerations:

Not applicable

Oversight/Project Responsibility:

Community Development Department – Planning Division

Attachments:

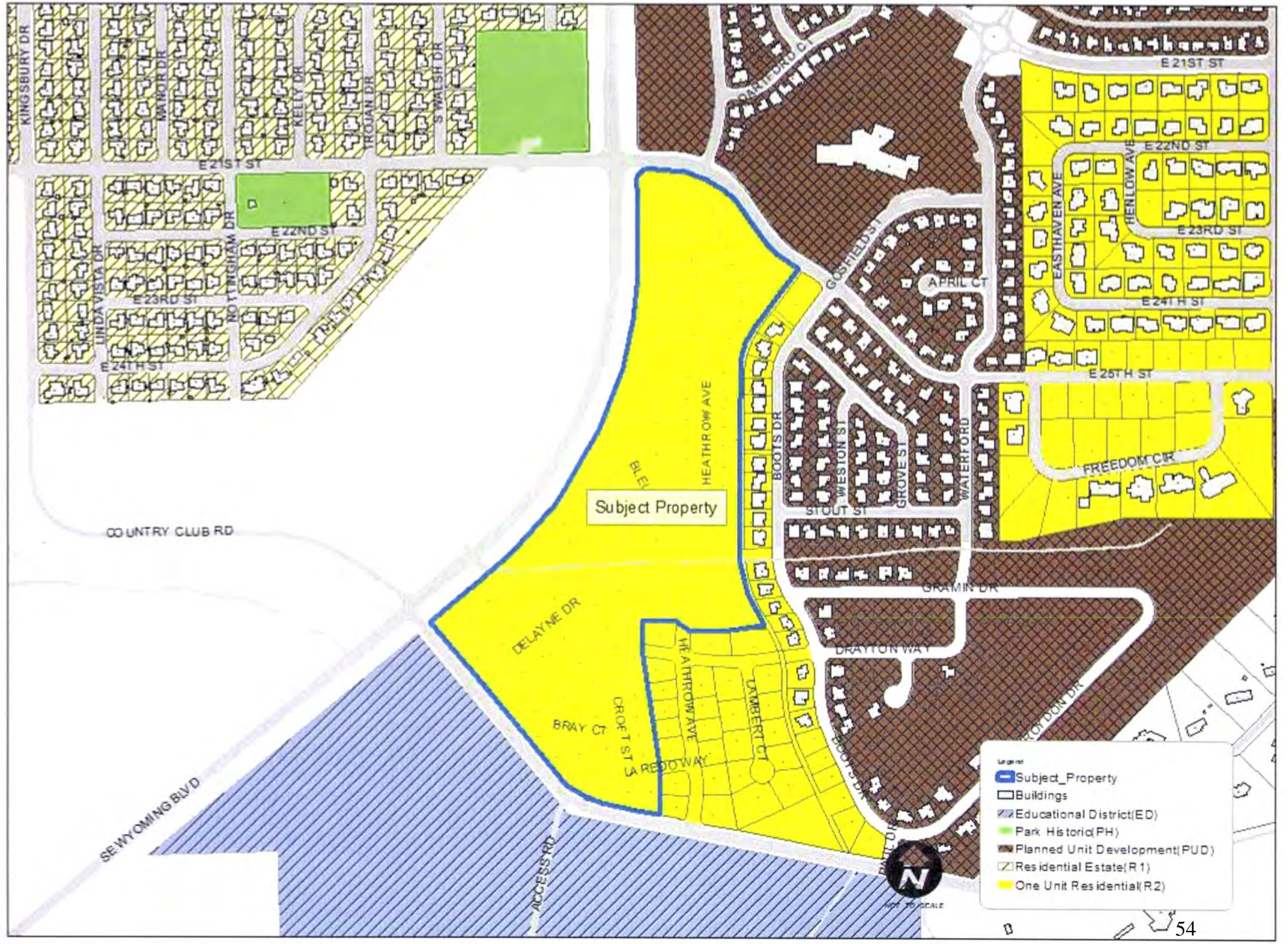
Location Map

Aerial Map

# Proposed Kensington Heights Addition No. 3



# Proposed Kensington Heights Addition No. 3



April 6, 2021

MEMO TO: J. Carter Napier, City Manager *JCN*  
FROM: Fleur Tremel, Assistant to the City Manager/City Clerk *FT*  
Carla Mills-Laatsch, Licensing Specialist *cmg*  
SUBJECT: Establish May 4, 2021 as the Public Hearing Date for a New Restaurant Liquor License No. 40 Yang & Zhang, Inc., d/b/a Lime Leaf Asian Bistro.

Meeting Type & Date  
Regular Council Meeting  
April 20, 2021

Action type  
Establish Public Hearing  
Minute Action

Recommendation  
That Council, by minute action, establish May 4, 2021 as the Public Hearing date for a new restaurant liquor license No. 40 Yang & Zhang, Inc., d/b/a Lime Leaf Asian Bistro.

Summary  
An application has been received requesting a new restaurant liquor license No. 40 Yang & Zhang, Inc., d/b/a Lime Leaf Asian Bistro.

This applicant previously held a restaurant liquor license under the same ownership and location. They did not renew their liquor license because their establishment was for take-out only. They recently decided to open up for sit down service and apply for a restaurant liquor license.

The State of Wyoming Liquor Division will duly review the application. The City of Casper Fire-EMS Department, City of Casper Community Development Department, and Natrona County Health Department will review this business and address to ensure compliance with local codes and ordinances.

As required by Municipal Code 05.08.070, a notice will be published in a local newspaper once a week for two consecutive weeks. As required by State Statute 12-4-104(a) it will be advertised on the City's website ([www.casperwy.gov](http://www.casperwy.gov)).

Financial Considerations  
No Financial Considerations

Oversight/Project Responsibility  
Carla Mills-Laatsch, Licensing Specialist

Attachments  
None

April 16, 2021

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

FROM: Liz Becher, Community Development Director *LB*  
John Henley, City Attorney *JH*  
Keith McPheeters, Chief of Police *KMP 307*

SUBJECT: Public Hearing for consideration of an Ordinance amending various sections of Chapter 10.36 – Parking, of the Casper Municipal Code

**Meeting Type & Date:**

Regular Council Meeting  
April 20, 2021.

**Action Type:**

Public Hearing and First Reading of Ordinance

**Summary:**

Council recently discussed modifying several different parking regulations and restrictions in the City of Casper, as well as modifying and establishing application fees, permit fees, and fine schedules.

City staff has been working on updating Chapter 10.36 of the Casper Municipal Code by preparing a proposed Ordinance for Council's consideration (attached). Also attached is a proposed Resolution to adopt an updated City of Casper Parking Manual. The Resolution will be presented for approval at the Third Reading of the Ordinance on May 18, 2021.

At last week's Work Session review discussion regarding parkway parking (portions of 12<sup>th</sup> and 13<sup>th</sup> Streets) seemed to indicate a preliminary preference for a \$250.00 fee to establish a parkway space with a \$50.00 per year renewal fee. The proposed language to include in the parking manual to address the preference is:

“The annual fee for parkway parking shall be: \$250.00, with an option to renew each subsequent year in the amount of \$50.00 per annual renewal. Renewals for the “purchasing property owner” are permitted, so long as purchasing property owner remains the owner of the property. Renewals for the lessee or renter are permitted so long as the lessee or renter is occupying the property. Renewals must be renewed in consecutive years.”

**Financial Considerations:**

As set out in the attachments



**Oversight/Project Responsibility:**

Liz Becher, Community Development Director

John Henley, City Attorney

Keith McPheeters, Chief of Police

Lt. Ryan Dabney, Casper Police Department

Sgt. Jeff Bullard, Casper Police Department

**Attachments:**

Proposed Ordinance

Preliminary draft of proposed Resolution

ORDINANCE NO.11-21

AN ORDINANCE AMENDING VARIOUS SECTIONS OF CHAPTER 10.36 – PARKING, OF THE CASPER MUNICIPAL CODE.

WHEREAS, the governing body of the City of Casper has the authority granted by Wyoming State Statutes Sections 15-1-103 (a) (xli) and 15-1-103(a)(v), to adopt ordinances and resolutions necessary to protect the health, safety, and welfare of its citizenry; and,

WHEREAS, the governing body of the City of Caper may perform all acts in relation to the concerns of the City necessary to the exercise of its corporate powers; and,

WHEREAS, the Casper Municipal Code needs updated and modified from time to time; and,

WHEREAS, the governing body of the City of Casper desires to update and amend the City of Casper Code, Chapter 10.36 Parking, as set out below.

NOW, THEREFORE BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the following sections 10.36.010, 10.36.020, 10.36.030, 10.36.040, and 10.36.050 of Chapter 10.36 – Parking, of the Casper Municipal Code, are amended as follows:

10.36.010 - Delegation of ~~a~~Authority.

The city manager, by and through his or her designee, is hereby authorized to, in accordance with appropriate state and federal statutes, rules and regulations, designate and post prohibitions, limitations, regulations and exceptions thereto, regarding parking motor vehicles within the city limits of Casper. The general collection of the City's parking options, prohibitions, limitations, fees, fines and regulations and exceptions thereto are contained in the City of Casper's Parking Manuel; the City of Casper Parking Manual, by Resolution No. (Insert Number), was reviewed, discussed and passed on the same date as the third reading of this Ordinance; it shall be known as the City of Casper Parking Manual and may be amended by resolution of the City of Casper's Governing Body.

(Ord. No. 12-10, § 2, 7-6-2010)

10.36.020 - General prohibitions.

A. In addition to any specific regulations adopted pursuant to the above-granted delegation of authority, and the provisions of the Casper City Code, it shall be unlawful to park a motor vehicle or RV within the city limits of Casper:

1. At any place, time or manner prohibited by the city manager or his or her designee;
2. On a sidewalk;

3. In a parkway, without a properly displayed permit/~~decal~~; parking on the parkway is subject to the rules and regulations of the current City of Casper Parking Manual; parkway parking, as provided in the Manual, may be permitted on 12<sup>th</sup> Street and 13<sup>th</sup> Street, between CY Avenue and McKinley Street.
4. In front of a public or private driveway or garage entrance on a street or in an alley;
5. Within an intersection;
6. Within fifteen feet of a fire hydrant;
7. On a crosswalk;
8. Within twenty feet of a crosswalk or an intersection, unless otherwise permitted by the city engineer;
9. Within thirty feet upon the approach to any flashing beacon, stop sign or traffic control signal located at the side of a roadway;
10. Within twenty feet of the nearest rail of a railroad crossing;
11. Within twenty feet of the driveway entrance to any fire station;
12. Alongside or opposite any street excavation or obstruction when stopping, standing or parking would obstruct traffic;
13. On the roadway side of any vehicle stopped or parked at the edge of the curb of a street (double parked);
14. In any underpass within the city;
15. At any place where official regulatory signs prohibit stopping, standing or parking, except as set forth on and in compliance with said regulatory sign;
16. Adjacent to any portion of an official painted yellow curblines, except where regulated by, and in conformance with, a regulatory sign;
17. In any manner that is not parallel with the edge of the roadway, headed in the direction of lawful traffic movement, and with the ~~curbside~~ outside wheels of the vehicle more than eighteen inches from the curb or edge of the roadway, except where marked for diagonal parking, where the vehicle must be parked with the outside front wheel of the vehicle within six inches of the curb or edge of the roadway;
18. In a manner that allows less than ten feet of the width of the roadway for free movement of vehicular traffic;
19. In a manner that allows less than fifteen feet of the width of the alley for free movement and unobstructed access to public utilities and refuse containers;
20. Upon any roadway for the principal purpose of displaying such vehicle for sale; or, washing, greasing or repairing such vehicle except repairs necessitated by an emergency;
21. Upon any private property, without permission of the owner of said private property;

22. In a permanent reserved space of any kind, without proper permits and proper display of said permits;
  23. In a handicapped parking space without valid and properly displayed handicapped parking permits, tags or license plates;
  24. In a marked bus stop; ~~and~~
  25. In a publicly owned parking lot in violation of posted limits, restrictions or permit requirements; ~~and~~
  26. Any RV that may be parked on a public street~~boat or trailer of any size~~ must be parked in front of the owner's or renter's lot or property, parking on a public street in any other location is prohibited.
- B. No person shall park any commercial vehicle which is longer than twenty feet in length, or wider than eight feet in width, or any truck tractor, or any semitrailer, upon any street or alley in the city, except in those areas designated as business and in the industrial areas on the zoning district map of the city, except when such commercial vehicles, truck tractors or semitrailers are in the process of loading or unloading at the site of origin or delivery of shipments; No person shall park any commercial vehicle, truck tractor, or semitrailer of any dimensions, loaded with live animals, or any hazardous material as defined by U.S. Department of Transportation regulations. A commercial vehicle of twenty feet or less in length may only be parked in front of the vehicle owner's property, unless properly parked in front of a job site while the job is in progress.
  - C. No person shall park any recreational vehicle, as defined in this chapter, on any street within the city for a period in excess of five ~~consecutive~~ days in any thirty-day period, unless the individual has complied with provisions outlined in the current City of Casper Parking Regulations Manual of the City of Casper, Wyoming, dated April 20, 2010, as may be amended from time to time by resolution of the city council.
  - D. No person shall park on certain designated snow route streets during a snow emergency, as set forth in the snow emergency regulations contained within the current City of Casper Parking Manual. Regulations Manual of the City of Casper, Wyoming, dated April 20, 2010, as may be amended from time to time by resolution of the city council.
  - E. It shall be unlawful for any person to own, store, park or otherwise maintain a motor vehicle upon the public streets, alleys or highways of the city, without first having registered the vehicle, obtained a license therefor and affixed thereto such license plates as are required, ~~all~~ in accordance with the applicable laws of the state pertaining to the licensing and registering of motor vehicles, as such laws now exist and as the same may from time to time be amended.
  - F. At any corner formed by the intersecting streets, it shall be unlawful to park any ~~recreational RV or vehicle;~~ within thirty (30) feet of the back of the sidewalk or right of way line in the absence of the sidewalk. as defined in this chapter, within the triangle formed by the intersection of the curb face of the extended curb lines, measured back a distance of thirty feet with a line drawn to form a right triangle.
  - G. ~~It shall be unlawful for any person to remove, erase, deface, obliterate or render unusable for the purpose of enforcement of this chapter or the provisions outlined in the Parking Regulations Manual of the City of Casper, Wyoming, dated April 20, 2010, as may be~~

~~amended from time to time by resolution of the city council, any chalk mark, marker, or other indicator placed on a vehicle or any portion thereof by an authorized representative of the city for the purpose of measuring the passage of time or the movement of a vehicle stopped, standing or parking on any street, or in any parking lot or structure, or portion thereof.~~

(Ord. No. 12-10, § 2, 7-6-2010)

10.36.030 - Recreational ~~v~~Vehicle—Defined.

A. For purposes of this chapter, "recreational vehicle ~~'(RV)'~~" means any of the following:

1. A vehicular, portable structure built on a chassis, designed to be used as a temporary dwelling for travel, in accordance with ANSI Standards Bulletin No. 119-A;
2. A pickup camper, meaning a structure designed to be mounted on a truck chassis, for use as a temporary dwelling for travel, recreation and vacation;
3. A motor home, meaning a portable, temporary dwelling, to be used for travel, recreation and vacation, constructed as an integral part of a self-propelled vehicle;
4. A camping trailer, meaning a structure mounted on wheels and designed for travel, recreation and vacation use; or
5. A boat or trailer of any type, but not an enclosed commercial trailer less than twenty (20) feet in length; for purposes of this Chapter an enclosed commercial trailer less than twenty (20) feet shall be considered a motor vehicle/vehicle.

(Ord. No. 12-10, § 2, 7-6-2010; Ord. No. 17-19, 7-2-2019)

10.36.040 - Vehicle ~~r~~Removal Authorized When.

A. Whenever any police officer finds a vehicle or RV upon a street or highway or in a restricted parking area in violation of the provisions of this chapter, such officer is authorized to move such vehicle or RV, or require the driver or other person in charge of vehicle to move the same. Should the officer not be able to move the vehicle or RV or find the person in charge of the vehicle or RV, the officer is authorized to have the vehicle towed and impounded.

(Ord. No. 12-10, § 2, 7-6-2010)

10.36.050 - Penalties and ~~e~~Enforcement.

- A. Parking in violation of this chapter or the current City of Casper Parking Regulations Manual of the City of Casper, Wyoming, dated April 20, 2010, as may be amended from time to time by resolution of the city council, shall constitute a misdemeanor.
- B. Any violation of this chapter which continues for a period of twenty-four hours or more shall constitute a new and separate distinct violation.
- C. Conviction of ~~abuse or a~~ violation of the terms of the ~~various~~ parking permits issued by the City of Casper, shall result in revocation of the permits; ~~and~~ the holder of said permits or owner or operator of the motor vehicle or RV which has misused or violated the terms of the

permits shall be subject to other penalties or remedies as provided in the Casper City Code or applicable portions of the current City of Casper Parking Manual.

- D. It shall constitute notice to every person charged with violating this chapter, if the city manager or his/her designee affixes to or deposits in a motor vehicle, found to be parked in violation of this chapter, a parking ticket indicating thereon that the motor vehicle is parked in violation of this chapter, the street address or location where such violation occurred, the date upon which the same occurred, the license number of such motor vehicle, and notice of time and date the owner of such motor vehicle is to pay the fine or post the bond for the violation, and the bond and fine amount for the violation. The owner of any motor vehicle who fails to appear at the municipal court at the time fixed in any such notice, shall be formally charged, by criminal complaint with violation of this chapter. The original parking citation shall serve as the formal complaint in the matter if served pursuant to Wyoming law. It shall be presumed that the last known address to which the vehicle is registered is a valid address for service of notice under this chapter.
- E. In the event that any person receiving any ticket or notice of violation does not desire to appear before the municipal court to answer to such charge, he may post a cash bond in the amount of the fine for the violation with the municipal court. Such bonds shall be forfeited unless such person shall appear before the municipal judge at the time fixed in such notice, and upon forfeiture of such bonds, no further action shall be taken against such violator.
- F. The fact that a motor vehicle or RV which is parked in violation of this chapter is registered in the name of a person shall be prima facie evidence that such person was in control of the automobileparked motor vehicle or RV at the time of such parking.
- G.
  - 1. In addition to any other penalties or remedies enumerated in this chapter, the city manager or his or her designee may tow, impound and/or immobilize any vehicle or RV that has accumulated threefive or more unpaid ~~or unadjudicated~~ notices of violation that are ~~thirty or more days past due.~~ more than thirty days past due. For handicapped parking violations, the threshold shall be one or more notices of violations that are thirty or more days past due.
  - 2. Any vehicle or RV towed, immobilized or impounded pursuant to this chapter may be released upon the payment of the outstanding fines leading to the towing, immobilization or impoundment, or the posting of a bond with the municipal court in the amount of the fines; ~~along~~ with a request for a hearing ~~to of any unadjudicated~~ the underlying violations.
- H. The city manager or his or her designee may tow any vehicle or RV that is parked on the street in the downtown business district during the hours of 3:00 a.m. until 6:00 a.m., seven days a week, if it is necessary for said vehicle to be moved to allow city crews to sweep and clean city streets, and perform snow removal and other activities without the interference of parked cars.
- I. The city manager or his or her designee may tow any vehicle or RV parked in violation of this chapter at any time, if said vehicle is obstructing traffic flow, street or utility work, access to public or private property, or in any way jeopardizes the health, safety or welfare of the public.

(Ord. No. 12-10, § 2, 7-6-2010; Ord. No. 14-11, §§ 1, 2, 3-21-2011)

This Ordinance shall become in full force and effect twenty-one (21) days after passage on third reading and publication.

PASSED on 1st reading the \_\_\_\_ day of \_\_\_\_, 2021

PASSED on 2nd reading the \_\_\_\_ day of \_\_\_\_, 2021

PASSED, APPROVED, AND ADOPTED on third and final reading the \_\_\_\_ day of \_\_\_\_\_, 2021.

APPROVED AS TO FORM:

\_\_\_\_\_

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

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

RESOLUTION NO.

A RESOLUTION ADOPTING THE CITY OF CASPER PARKING MANUAL AND ESTABLISHING APPLICATION FEES, PERMIT FEES AND FINE SCHEDULES PERTAINING TO PARKING.

NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the attached City of Casper Parking Manual and the following application fees, permit fees and fine schedules for parking are hereby adopted and established.

APPLICATION FEES

Those individuals making application for any type of parking permit provided for in the current City of Casper's Parking Manual, hereafter Parking Manual, shall pay a non-refundable fee of \$25.00, with the exception of the critical parking – school permits, which will not require an application fee. Application fees shall be collected only for new applications.

PERMIT FEES

Annual fees for all types of parking permits provided for in the Parking Manual, and shall be as follows:

The annual fee for critical parking -schools permits shall be: \$25.00

The fee for recreational vehicle seasonal parking permits from May 1 to November 1 shall be: \$250.00; this permit allows an owner to park the owner's/renter's RV in front of the owner's/renter's property from May 1 to November 1 of the calendar year for when the permit is purchased, as permitted in the Parking Manual.

The annual fee for Permanent Reserved Handicap Parking space shall be: \$50.00.

The annual fee for Loading Zone permits shall be: \$300.00

The annual fee for parkway parking shall be: \$250.00, with an option to renew each subsequent year in the amount of \$50.00 per annual renewal. Renewals for the "purchasing property owner" are permitted, so long as purchasing property owner remains the owner of the property. Renewals for the lessee or renter are permitted so long as the lessee or renter is occupying the property. Renewals must be renewed in consecutive years.

PARKING VIOLATION FINES

Violation of parking regulations outlined in Chapter 10.36 of the Casper Municipal Code, and the Parking Manual, shall be as follows:

Parking in a handicapped parking space without proper identification                      \$100.00



Parking in a critical parking – school space without proper identification \$50.00

Parking on a designated snow route street during a snow emergency \$50.00

Parking on the street in the Downtown Business District between the hours of 3:00 a.m. and 6:00 a.m.

|  |         |
|--|---------|
| 1 <sup>st</sup> violation in a calendar year               | \$25.00 |
| 2 <sup>nd</sup> violation in a calendar year               | \$50.00 |
| 3 <sup>rd</sup> or subsequent violation in a calendar year | \$75.00 |

Parking without current registration or license \$110.00

Misuse or violation of the terms of the various parking permits \$100.00

All other parking violations:

|  |         |
|--|---------|
| 1 <sup>st</sup> violation in a calendar year               | \$25.00 |
| 2 <sup>nd</sup> violation in a calendar year               | \$50.00 |
| 3 <sup>rd</sup> or subsequent violation in a calendar year | \$75.00 |

PASSED, APPROVED AND ADOPTED this \_\_\_\_ DAY OF \_\_\_\_ 2021.

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

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

**CITY OF CASPER PARKING MANUAL**

TABLE OF CONTENTS

CITY OF CASPER PARKING MANUAL ..... 1  
PARKING - CASPER MUNICIPAL CODE REVIEW..... 3  
PARKING IN THE DOWNTOWN BUSINESS DISTRICT ..... 6  
PERMANENT RESERVED PARKING PERMIT TYPES AND APPLICATION PROCESS 7  
Recreational Vehicle Parking Permit ..... 9  
Loading Zones Parking Permit ..... 11  
Parkway Parking ..... 120  
Critical Parking- School Parking Permit.....11  
    Bus Stop..... 132  
SNOW EMERGENCY REGULATIONS ..... 132  
    Declaration of a Snow Emergency ..... 133  
    Communication of a Snow Emergency ..... 133  
    Parking, Ticketing and Towing Rules during a Snow Emergency ..... 143  
    Parking, Ticketing and Towing Rules AFTER a Snow Emergency..... 143  
    Streets Designated as Snow Emergency Streets ..... 143  
APPENDICES ..... 17  
    PARKING PERMIT APPLICATION..... 18  
    Petition for Recreational Vehicle Parking on a City of Casper Street..... 19  
    PARKING PERMIT CONDITIONS .....19  
    ORDINANCE NO..... **Error! Bookmark not defined.**  
    RESOLUTION NO. .... **Error! Bookmark not defined.**

**(The current Ordinance and Resolution will be added to the Parking Manual before Third Reading)**

## PARKING - CASPER MUNICIPAL CODE REVIEW

Pursuant to Chapter 10.36 of the Casper Municipal Code, it shall be unlawful to park a motor vehicle within the city limits of Casper:

1. At any place, time or manner prohibited by the city manager or his or her designee;
2. On a sidewalk;
3. In a parkway, without a properly displayed permit/decal; parking on the parkway is subject to the rules and regulations of the current City of Casper Parking Manual; parkway parking, as provided in the Manual, may be permitted on 12<sup>th</sup> Street and 13<sup>th</sup> Street, between CY Avenue and McKinley Street.
4. In front of, or obstructing, a public or private driveway or garage entrance on a street or in an alley;
5. Within an intersection;
6. Within fifteen feet of a fire hydrant;
7. On a crosswalk;
8. Within twenty feet of a crosswalk or an intersection, unless otherwise permitted by the city engineer;
9. Within thirty feet upon the approach to any flashing beacon, stop sign or traffic control signal located at the side of a roadway;
10. Within twenty feet of the nearest rail of a railroad crossing;
11. Within twenty feet of the driveway entrance to any fire station;
12. Alongside or opposite any street excavation or obstruction when stopping, standing or parking would obstruct traffic;
13. On the roadway side of any vehicle stopped or parked at the edge of the curb of a street (doubleparked);
14. In any underpass within the city;
15. At any place where official regulatory signs prohibit stopping, standing or parking, except as set forth on and in compliance with said regulatory sign;
16. Adjacent to any portion of an official painted yellow curb line, except where regulated by, and in conformance with, a regulatory sign;
17. In any manner that is not parallel with the edge of the roadway, headed in the direction of lawful traffic movement, and with the curbside wheels of the vehicle more than eighteen inches from the curb or edge of the roadway, except where marked for diagonal parking, where the vehicle must be parked with the outside front wheel of the vehicle within six inches of the curb or edge of the roadway;
18. In a manner that allows less than ten feet of the width of the roadway for free movement of vehicular traffic;
19. In a manner that allows less than fifteen feet of the width of the alley for free movement and unobstructed access to public utilities and refuse containers;
20. Upon any roadway for the principal purpose of displaying such vehicle for sale; or, washing, greasing or repairing such vehicle except repairs necessitated by an emergency;
21. Upon any private property, without permission of the owner of said private property;
22. In a permanent reserved space of any kind, without proper permits and proper display of said permits;

23. In a handicapped parking space without valid and properly displayed handicapped parking permits, tags or license plates;
24. In a marked bus stop;
25. In a publicly-owned parking lot in violation of posted limits, restrictions or permit requirements; and
26. Any boat, trailer, or RV of any size that may legally be parked on a public street must be parked in front of the owner's or renter's lot or property. Further:
  - A. No person shall park any commercial vehicle which is longer than twenty feet in length, or wider than eight feet in width, or any truck tractor, or any semitrailer, upon any street or alley in the city, except in those areas designated as business districts and in the industrial areas on the zoning district map of the city, except when such commercial vehicles, truck tractors or semitrailers are in the process of loading or unloading at the site of origin or delivery of shipments. No person shall park any commercial vehicle, truck tractor, or semitrailer of any dimensions, loaded with live animals, or any hazardous material as defined by U. S. Department of Transportation regulations on any street or alley in the city, except when in the process of loading or unloading. A commercial vehicle of twenty feet or less in length may only be parked in front of the vehicle owner's property, unless properly parked in front of a job site while the job is in progress.
  - B. No person shall park any recreational vehicle, as defined in Chapter 10.36 of the Casper Municipal Code, on any street within the city for a period in excess of five days in a thirty-day period, unless the individual has complied with provisions outlined in the City of Council Parking Manual, as may be amended from time to time by resolution of the city council.
  - C. No person shall park on certain designated snow route streets during a snow emergency, as set forth in the Snow Emergency Regulations contained within the City of Casper Parking Manual, as may be amended from time to time by resolution of the city council.
  - D. It shall be unlawful for any person to own store, park or otherwise maintain a motor vehicle upon the public streets, alleys or highways of the city without first having registered the vehicle, obtained a license therefore and affixed thereto such license plates as are required, all in accordance with the applicable laws of the state pertaining to the licensing and registering of motor vehicles, as such laws now exist and as the same may from time to time be amended.
  - E. At any corner formed by intersecting streets, it shall be unlawful to park any RV or vehicle, as defined in this Chapter, within 30' feet of the back of the sidewalk or right of way line in the absence of the sidewalk.
  - F. At any corner formed by the intersecting streets, it shall be unlawful to park any RV or vehicle within thirty (30) feet of the back of the sidewalk or right of way line in the absence of the sidewalk.

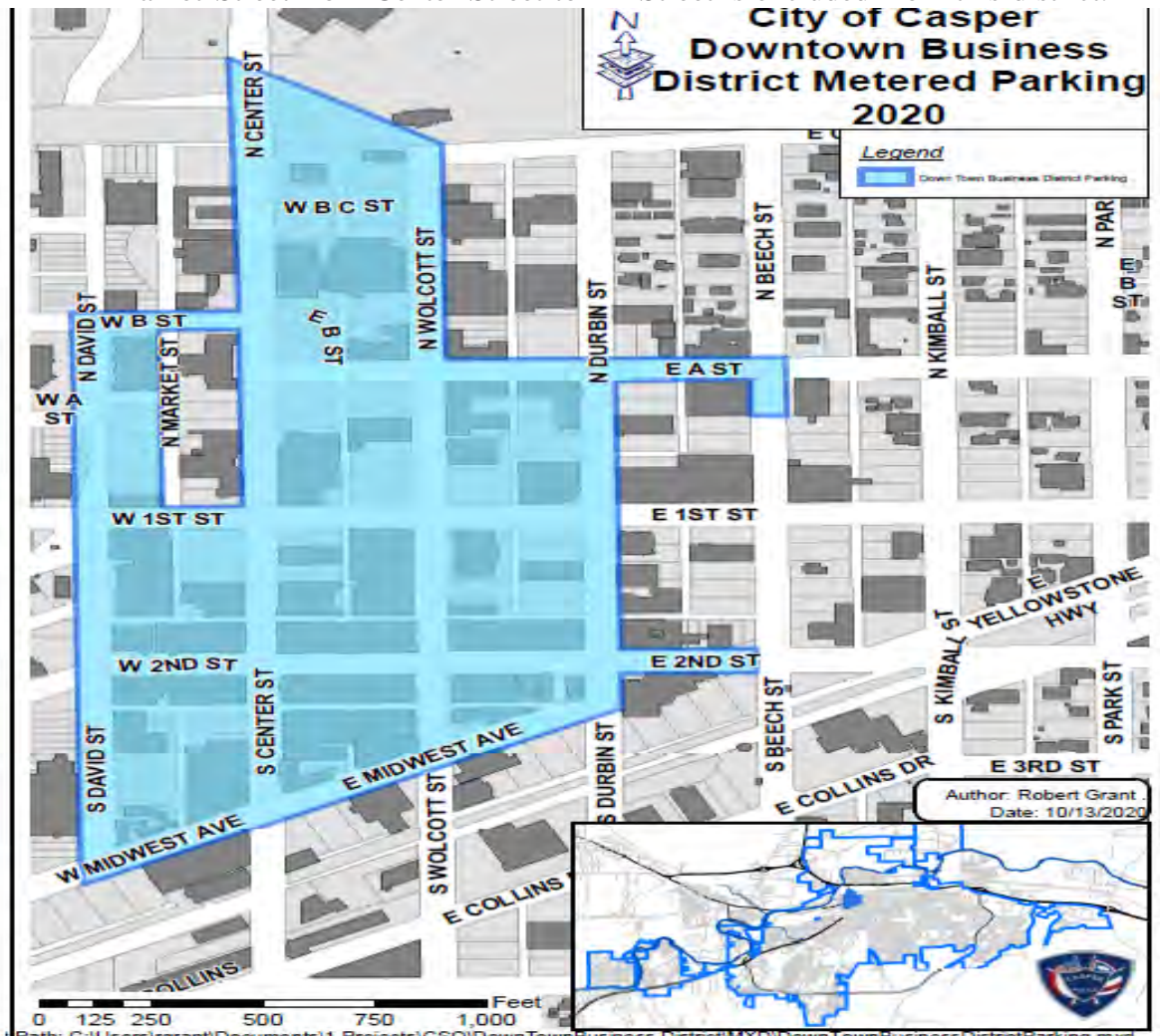
The penalty for violating any provisions of the ordinance or the City of Casper Parking Manual, as may be amended from time to time by resolution of the city council, is up to \$750 per day per violation. Specific penalty amounts for specific violations are set by resolution of council and maintained in this Parking Manual.

Complete copies of the ordinance, and fees and penalty resolution are included as Appendices.

## PARKING IN THE DOWNTOWN BUSINESS DISTRICT

A. The downtown business district is the area included by and enclosed within the following streets:

- the west side of Center Street from the underpass to "B" Street;
  - the north side of "B" Street from Center Street to David Street;
  - the west side of David Street from "B" Street to Midwest Avenue;
  - the south side of Midwest Avenue from David Street to Durbin Street;
  - the east side of Durbin Street from Midwest Avenue to "A" Street;
  - the north side of "A" Street from Beech Street to Wolcott Street; and,
  - the east side of Wolcott Street from "A" Street to "C" Street.
  - the east side of N Beech St. and "A" (100 yards south)
  - E 2<sup>nd</sup> and Durbin north and south sides of the street to S. Beech
- Market Street from Center Street to "B" Street is excluded from this district.



- B. With the exception of the prohibition on overnight parking, which is enforced seven days a week, parking regulations in the downtown business district are enforced between the hours of 8:00 a.m. and 5:00 p.m., Mondays through Fridays, with the exception of legal holidays recognized by the City of Casper.
- C. Parking in the downtown business district is limited to two hours in any one space, and a maximum of two hours on a block face. This limit applies to all parking spaces, including handicapped spaces, unless they are permanent, reserved parking spaces. A block face is defined as a portion of a street or highway between two intersections, including all on-street parking along both sides of the street or highway within such boundaries.
- D. There may be parking spaces where the time limit is set at 15 minutes or 30 minutes. There also may be instances where there are parking spaces that have two-hour time limits and are not located in the downtown business district. The fines and penalties for parking violations of these types of spaces are the same as for the downtown business district.
- E. Parking on the street in the downtown business district is prohibited between the hours of 3:00 a.m. and 6:00 a.m., seven days a week. This will allow city crews to sweep and clean city streets, and perform snow removal and other activities without the interference of parked cars.
- F. The fines for parking in violation of this paragraph, fines for parking in the Downtown Business District, shall be \$25 for the 1<sup>st</sup> offense, \$50 for the 2<sup>nd</sup> offense, and \$75 for the 3<sup>rd</sup> or subsequent offense in a calendar year.
- G. Should a snow emergency be declared, parking shall be prohibited on the streets located in the downtown business district, between the hours of 11:00 p.m. and 6:00 a.m.

## RESERVED PARKING PERMIT TYPES AND APPLICATION PROCESS

### **Handicapped/Temporary Parking Permit**

There are two categories of handicapped spaces – public and private. The public handicapped spaces are designated for use by the public. Any handicapped person, defined as provided by Section 31-2-213(d)(ii) of the Wyoming Statutes, 1977 Republished Edition, as amended and carrying and displaying on their vehicle, a proper identification sticker issued by the State of Wyoming may use a handicapped space.

Private handicapped spaces are marked with the individual's handicapped permit number, and only the individual assigned to the permit number is eligible to utilize the space.

If permits are not properly displayed, such vehicle will not be exempt from being cited for parking violations related to the use of the reserved space. The permits must be displayed on the dashboard of the parked vehicle, on the side nearest the curb or roadside, or suspended from the rearview mirror inside the vehicle so as to be in plain



view of any persons looking through the front windshield of the vehicle from the sidewalk or roadway.

- A. An application for a reserved handicapped parking space must be made with the Public Services Department.
- B. Applicants are considered eligible for a private handicapped parking space if the applicant has a disability which limits or impairs their ability to walk as determined by a licensed physician or advanced practice registered nurse, including:
  - a. An inability to walk two hundred (200) feet without stopping to rest;
  - b. An inability to walk without the use of, or assistance from, a brace, cane, crutch, another person, prosthetic device, wheelchair or other assistive device;
  - c. A restriction by lung disease to such an extent that the person's forced expiratory volume for one (1) second when measured by spirometry is less than one (1) liter, or the arterial oxygen tension is less than sixty (60) mm/hg on room air at rest;
  - d. Requires use of portable oxygen;
  - e. Has a cardiac condition to the extent that the person's functional limitations are classified in severity as class III or class IV according to standards established by the American Heart Association;
  - f. A severe limitation on the ability to walk due to an arthritic, neurological or orthopedic condition; or
  - g. A severe visual or audio impairment that limits the person's mobility.
- C. A nonrefundable application fee of \$25 and if the permit is granted an annual fee of \$50 is required.
- D. All Parking permits once approved will be issued by the Public Services Department.
  - 1. The number of spaces and location of spaces to be allowed for permanent handicapped parking shall be determined by the Public Services Director, or his/her designee.
  - 2. Where permanent reserved spaces for handicapped parking are allowed by the Public Services Director, or his/her designee, the space will be marked and designated by appropriate signage, and yellow or blue curb paint, at the discretion of the Public Services Director .
  - 3. The Public Services Department will forward the document to the Casper Police Department Community Service Officer Division for entry into the system upon approval.
- D. Denial of application:
  - 1. Should the application be denied, the applicant will be notified of the reason.

2. Should the application be approved, the Public Services Director, or his/her designee will issue the appropriate documentation to the applicant.
  3. The application fee is Non-Refundable.
- E. The annual fee for a permanent, reserved handicapped parking space is \$50. Renewals may be granted upon receipt of a licensed physician's written statement showing continuing need, as long as the space still complies with traffic and parking needs, as determined by the Public Services Director, or his/her designee.
- F. Violation of any conditions of this permit is cause for immediate revocation.

### RECREATIONAL VEHICLE PARKING PERMIT

These spaces are designated only in residential areas on public streets (not in the parkway), and are for use in long-term parking (more than five (5) days) of recreational vehicles between May 1<sup>st</sup> and November 1<sup>st</sup>, as defined in Chapter 10.36 of the Casper Municipal Code, by a property owner. The use of a recreational vehicle as a dwelling when parked on private property or on a public street shall be limited to five (5) days within a thirty day period.

If permits are not properly displayed, such vehicle will **not** be exempt from being cited for parking violations related to the use of the reserved space. The permits must be displayed on the dashboard of the parked vehicle, on the side nearest the curb or roadside, or suspended from the rearview mirror inside the vehicle so as to be in plain view of any persons looking through the front windshield of the vehicle from the sidewalk or roadway, or in a location as approved by the Community Services Officer Division.

- A. An application for a seasonal recreational vehicle parking space must be made with the City Clerk.
1. A non-refundable application fee of \$25 is required.
  2. An annual fee of \$250 is required upon approval of application.
- B. The City Clerk will notify the Community Service Officer Division that an application has been made.
- C. The Community Service Officer may designate recreational vehicle parking spaces in an approved area if:
1. The space is located directly in front of the lot owned by the applicant;
  2. No parking pad or residential off-street parking is available
  3. Neighbors approval
  4. Must not create a traffic hazard
  5. May not be parked at an intersection

The Community Service Officer will obtain the signatures of the owners of the

- lot on each side of the applicant, and the owners of the three lots located immediately across the street, agreeing to the parking of such recreational vehicle on the public street; and, The Community Service Officer determines that there is insufficient space or access to the lot for storage of such unit off the street, and that on-street parking of such unit will not constitute a traffic impediment or safety hazard.
- D. No permit shall be issued for the parking of such vehicles if the street is an arterial or collector street, or at any corner formed by the intersecting streets, within thirty (30) feet of the back of the sidewalk or right of way line in the absence of the sidewalk.
  - E. The annual fee for a seasonal recreational vehicle parking space from May 1<sup>st</sup> to November 1<sup>st</sup>, is \$250. Upon each and every request for renewal of a Recreational Vehicle Parking Permit, applicant shall provide a new application each year.
  - F. Violation of any conditions of this permit is cause for immediate revocation.
  - G. Approved application will be filed with the Casper Police Department Community Service Division.

## **PARKWAY PARKING PERMIT**

### **Parkway Parking Permit: (12<sup>th</sup> and 13<sup>th</sup> St from CY to McKinley)**

Parkway parking allows the parking of a vehicle, as defined by Chapter 10.36 of the Casper Municipal Code, on the non-sidewalk portion of a parkway in front of the lot, or, for a corner lot, on the street side of the lot owned by the applicant. A parkway is an area of land located between the back of the street curb and the property line, including landscaping located therein.

If permits are not properly displayed, such vehicle will not be exempt from being cited for parking violations related to the permitted use. The permit decals must be displayed in the lower corner driver's side window of the parked vehicle, on the side nearest the curb or roadside, so as to be in plain view of any persons looking through the front windshield of the vehicle from the sidewalk or roadway, or in any other manner approved by the Community Development Director.

- A. An application for a parkway parking permit must be made with the Public Services Department.
  - 1. A one-time, non-refundable application fee of \$25 will be required.
  - 2. Annual fee of \$250 is required at time of application.
  - 3. Annual Renewal fee: with an option to renew each subsequent year in the amount of \$50 per annual renewal. Renewals for the "purchasing property owner" are permitted, so long as purchasing property owner remains the owner of the property. Renewals for the lessee or renter are permitted so long as the lessee or renter is occupying the property. Renewals must be renewed in consecutive years.

- B. Property owners remain responsible for utilities located in the parkway.
- C. Applications for parkway parking will require a mandatory site inspection by the Public Services Director, or his or her designee, and Police Department to determine if there are line of sight concerns (safety emphasized, no blockage of sidewalk and parking is not allowed at any corner formed by the intersecting streets, within thirty (30) feet of the back of the sidewalk or right of way line in the absence of the sidewalk.)
- D. Hard surface requirement at property owner's expense (inspection required by Public Services Department).
- E. Only motorized vehicles authorized – no RVs, boats, or trailers.
- F. Vehicles cannot be parked closer than 15 ft. to a fire hydrant.
- G. Permits are limited to one per single family residence.
- H. No removal of trees in the parkways, unless authorized by the City arborist for disease/viability concerns.
- I. Only the adjacent property owner can park on the parkway in front of their own residence; no assignment of use to others.
- J. No curb cuts will be permitted.
- K. These permits do not run with the land and are not transferrable.
- L. Violation of any conditions of this permit is cause for immediate revocation.

### LOADING ZONE PARKING PERMIT

- A. These spaces are designated specifically for use by individuals loading and/or unloading merchandise and materials.
- B. An application for a loading zone space must be made with the Public Services Department.
  - 1. A non-refundable application fee of \$25 is required.
- C. The application for Loading Zone permit will be made through the Public Services Department.
  - 1. The number of spaces and location of spaces to be allowed for loading zone spaces shall be determined by the Public Services Director, or his/her designee.
  - 2. Where permanent reserved loading zones are allowed by the Public Services Director, or his/her designee, the space will be marked and designated by appropriate signing, at the discretion of the Public Services Director, or his/her designee.
- D. The Public Services Director, or his/her designee, will approve or deny the application.
  - 1. Should the application be denied, the application fee will not be refunded to the applicant.
  - 2. Should the application be approved, the Public Services Director, or his/her designee, will issue the appropriate documentation to the applicant.

- E. The annual fee for a permanent, reserved loading zone space is \$300.
- F. Violation of any conditions of this permit is cause for immediate revocation.

### CRITICAL PARKING - SCHOOLS PARKING PERMIT

These spaces are designated for use by individuals in residential districts who are severely impacted by high volumes of traffic created by the proximity to schools. A critical parking–schools parking permit allows the permit holder to park on the street in a critical parking area.

If permits are not properly displayed, such vehicle will **not** be exempt from being cited for parking violations related to the use of the reserved space. The permits must be displayed on the dashboard of the parked vehicle, on the side nearest the curb or roadside, or suspended from the rearview mirror inside the vehicle so as to be in plain view of any persons looking through the front windshield of the vehicle from the sidewalk or roadway.

- A. An application for a critical parking permit must be made with the Public Services Department.
- B. The Public Services Director, or his/her designee, may designate critical traffic and parking area(s) consisting of certain streets or parts thereof, if:
  - 1. The area is detrimentally impacted by the parking of commuter vehicles during the proposed hours of restriction;
  - 2. The area does not have sufficient off-street vehicle parking for the use and convenience of the residents thereof in the vicinity of their homes;
  - 3. Vehicle noise, pollution or congestion will work unacceptable hardships on the residents of the area if present parking is to continue unregulated; and,
  - 4. The health, safety or welfare of residents of the area and the city as a whole and the attractiveness and livability of specific neighborhoods will be promoted by a system of preferential parking.
- C. The number and location of spaces or zones to be allowed for critical parking shall be determined by the Public Services Director, or his/her designee. Where critical parking spaces or zones are allowed by the Public Services Director, or his/her designee, the space or zone will be marked and designated by appropriate signage, or signage and yellow curb, at the discretion of the Public Services Director, or his/her designee.
  - 1. The Public Services Director, or his/her designee, will notify the Casper Police Department Community Service Division of the decision to approve or deny the application.
  - 2. Should the application be denied, the application fee will not be refunded to the applicant.
  - 3. Should the application be approved, the Public Services Director, or his/her designee, will issue the appropriate documentation to the applicant.
- D. The annual fee for a critical parking space is \$25.

- E. Violation of any conditions of this permit will be cause for immediate revocation.
- F. The permit is then filed with the City of Casper Public Services Department.

### Bus Stop

The Public Services Director, or his/her designee, may establish bus stops on such public streets in such places and in such number as it shall determine to be of the greatest benefit and convenience to the public and every such bus stop shall be designated by appropriate signs.

Where such stops are established by the Public Services Director, or his/her designee, they will be marked and designated by appropriate signing, or signing and yellow curb, at the discretion of the Public Services Director, or his/her designee.

No one is allowed to utilize these stops unless they are a commercial carrier actually engaged in loading or unloading passengers, and the stopping does not interfere with any bus waiting to enter or about to enter such zone.

Parking is not allowed in a marked bus stop area.

## SNOW EMERGENCY REGULATIONS

The city's snow emergency policy is designed to clear streets quickly and effectively during a storm, and to help create open, passable streets during and after the storm, in an effort to reduce impassable streets and snowed-in parking lots, which result in inconvenienced residents, reduced commerce, and endangered public safety.

To ensure effective snow removal and avoid related problems, the City of Casper has adopted an aggressive policy toward making sure roadways are cleared in advance of a storm so snow plows can do their work. Residents and businesses are advised to read the following procedures carefully.

### Declaration of a Snow Emergency

- A. A snow emergency may be declared when four or more inches of snow are predicted.
- B. The emergency will be declared six hours before the storm is predicted to begin.
- C. The snow emergency will be cancelled once the storm subsides and the streets have been cleared, or if the amount of snow forecast is changed to an amount less than four inches. The procedure for communication of a cancellation will be the same as outlined below.

### Communication of a Snow Emergency

It is the vehicle owner's responsibility to seek out information regarding snow emergencies during the winter months. The City of Casper will do everything possible to make this information easily accessible.

- A. The Public Services Department will notify the local access television channel (Cable Channel 192), along with the local media.
- B. The Casper Police Department will immediately begin warning residents to remove their vehicles.
- C. Residents may call the snow line at (307) 235-8283 (during business hours) to find out when an emergency is in effect or go to the City of Casper website <https://casperwy.gov>
- D. Information concerning snow emergencies will be available on the City of Casper website at [casperwy.gov](https://casperwy.gov).

#### Parking, Ticketing and Towing Rules during a Snow Emergency

- A. Residents will be required to move their vehicles from the designated snow route streets four hours after the snow emergency declaration takes effect. Towing before the snow hits the ground is necessary to ensure clear streets for the snow plows.
- B. It is strongly advised that residents move their vehicles from the designated snow route streets as soon as an emergency is declared in order to avoid any confusion about time lines.
- C. Ticketing and towing will begin after four hours from the time the snow emergency declaration takes effect. The fine for parking on a designated snow route street during a snow emergency shall be \$50.

#### Parking, Ticketing and Towing Rules AFTER a Snow Emergency

- A. Normal parking enforcement will resume after the snow emergency declaration has been cancelled.

#### Streets Designated as Snow Emergency Streets

##### **All streets in the Downtown Business District.**

East 3rd Street from Jackson Street to Conwell Street (Hospital Route)

East 5th Street from Center Street to Conwell Street (Downtown and Narrow "B" Level)

East 7th Street from Wolcott Street to Durbin Street (School Route) East 8th Street from David Street to Center Street (School Route)

East 8th Street from Wind River Avenue to Walsh Drive (School Route) East 9th Street from Ash Street to Beech Street ("A" Level)

East 12th Street from CY Avenue to McKinley Street ("A" Level) East 13th Street from CY Avenue to McKinley Street ("A" Level)

West 14th Street from Cottonwood Street to Willow Street (School Route) East 14th Street from CY Avenue to Elm Street (School

Route)  
 East 15th Street from CY Avenue to Beverly Street (School Route)  
 West 15th Street from Cottonwood Street to Willow Street (School Route)  
 West 15th Street from Willow Street to Poplar Street (School Route)  
 East 25th Street from Shattuck Avenue to Sagewood Avenue (School Route)  
 West 29th Street from Knollwood Drive to Coffman Avenue (School Route)  
 West 38th Street from Wolf Creek Road to Aspen Drive (School Route)  
 47th Street from Oak Street to Center Street (Heavy Drifting "B" Level)  
 47th Street from Vista Way to Mountain Way (Heavy Drifting "B" Level)  
 50th Street from Oak Street to Casper Mountain Road (Heavy Drifting "B" Level)  
 50th Street from Mountain Way to Casper Mountain Road (Heavy Drifting "B" Level)  
 53rd Street from Oak Street to Casper Mountain Road (Heavy Drifting "B" Level)  
 East "A" Street from North Elk Street to North Lowell Street (School Route)  
 Bentley Drive from Coliseum Way to East 2nd Street (Narrow Collector "B" Level)  
 Bellaire Drive from Laramie Avenue to CY Avenue (School Route)  
 Bruce Lane from Foster Road to North Glenn Road ("A" Level)  
 Buckboard Road from Herrington Drive to Robertson Road (School Route)  
 Carriage Lane from Wyoming Boulevard to East 12th Street (School Route)  
 North Center Street from East "K" Street to East "L" Street (School Route)  
 South Center Street from 47th Street to 50th Street (Heavy Drifting "B" Level)  
 Christi Lane from Walsh Drive to Wind River Avenue (School Route)  
 Coffman Avenue from CY Avenue to Sage Avenue (School Route)  
 Coffman Avenue from West 25th Street to West 29th Street (School Route)  
 Collins Drive from South Durbin Street to South Kimball Street ("A" Level)  
 South Conwell Street from East 1st Street to East 3rd Street (Hospital Route)  
 South Conwell Street from East 3rd Street to East 15th Street ("A" Level)  
 Cottonwood Street from West 14th Street to West 15th Street (School Route)  
 CY Avenue from Poplar Street to Ash Street ("A" Level)  
 Donegal from East 12th Street to Waterford (School Route)  
 Eagle Drive from Wyoming Boulevard to Fox (Heavy Drifting "B" Level)  
 South Elm Street from West 8th Street to West 15th Street (School Route)  
 English Avenue from Foster Road to Poplar Street ("A" Level)  
 Essex Avenue from Sage Avenue to Skyridge Road (School Route)  
 Fairdale Avenue from East 15th Street to Farnum Street (School Route)  
 Farnum Street from Beverly Street to Fairdale Avenue (School Route)  
 Foster Road from Bruce Lane to English Avenue ("A" Level)  
 Gary Avenue from North Huber Drive to North Sun Drive (School



Route) North Glenarm Street from East "H" Street to East "K" Street  
 (School Route) Glenn Road from Bruch Lane to English Avenue ("A"  
 Level)  
 Goodstein Drive from Marks Way to Casper Mountain Road (Heavy Drifting "B"  
 Level) Goodstein Drive from Casper Mountain Road to Vista Way (Heavy Drifting  
 "B" Level) North Grant Street from East "K" Street to East "H" Street (School Route)  
 East "H" Street from North Grant Street to North Glenarm Street (School Route)  
 Hickory Street from Coffman Avenue to West 24th Street (School Route)  
 North Huber Drive from Gary Avenue to East 2nd Street (School  
 Route) South Jackson Street from East 2nd Street to East 3rd Street  
 (Hospital Route) Jim Bridger Avenue from DeSmet Drive to Bellaire  
 Drive (School Route) East "K" Street from North Center Street to  
 Bryan Stock Trail ("A" Level) Knollwood Drive from West 25th Street  
 to West 29th Street (School Route) Magnolia Drive from Paradise Drive  
 to Primose (School Route)  
 South McKinley Street from East 1st Street to East 27th Street ("A"  
 Level) North Elk Street from East "A" Street to East 1st Street  
 (School Route) North Lowell Street from East "A" Street to East 1st  
 Street (School Route)  
 Oak Street from Goodstein Drive to 47th Street (Heavy Drifting "B"  
 Level) Oakcrest from 15th Street to 17th Street (School Route)  
 Paradise Drive from CY Avenue to Magnolia Drive ("A" Level)  
 Paradise Drive from Riverbend Road to Magnolia Drive (Narrow Collector "B"  
 Level) Payne Avenue from East 5th Street to East 12th Street (School Route)  
 Poplar Street from CY Avenue to Wyoming Boulevard ("A"  
 Level) Sage Avenue from CY Avenue to Essex Avenue (School  
 Route)  
 Sagewood Avenue from East 21st Street to East 25th Street (School  
 Route) Shattuck Avenue from East 21st Street to East 25th Street  
 (School Route) Skyridge Road from Essex Avenue to Coffman  
 Avenue (School Route) North Sun Drive from Gary Avenue to East  
 2nd Street (School Route)  
 South Walsh Drive from East 2nd Street to East 12th Street (School Route)  
 Waterford from Donegal to East 12th Street (School Route)  
 Willow Street from West 13th Street to West 15th Street (School Route)

## APPENDICES

PARKING PERMIT APPLICATION

Name of Applicant \_\_\_\_\_

Signature of Applicant \_\_\_\_\_

**NOTE: By signing this application, you are agreeing to the conditions for the parking permit for which you apply (see attached) and the current City of Casper Parking Manual and Resolution.**

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone \_\_\_\_\_ (work) \_\_\_\_\_ (home)

**Type of Permit for Which Application is Being Made**

- Handicapped – Initial Application Fee - \$25; Annual Fee - \$50  
*(Must have valid disabled sticker, issued by the State of Wyoming)*
- Loading Zone – Initial Application Fee - \$25; Annual Fee - \$300
- Seasonal Recreational Vehicle – Initial Application Fee - \$25; Annual Fee - \$250  
*(petition required each year)*
- Parkway Parking Application Fee - \$25; Annual Fee - \$250
- Parkway Parking Annual Renewal Fee - \$50;  
with an option to renew each subsequent year in the amount of \$50.00 per annual renewal. Renewals for the “purchasing property owner” are permitted, so long as purchasing property owner remains the owner of the property. Renewals for the lessee or renter are permitted so long as the lessee or renter is occupying the property. Renewals must be renewed in consecutive years.
- Critical Parking – Schools – Application Fee - \$0; Annual Fee - \$25

**(PLEASE NOTE: If your application is denied, your application fee will not be refunded. Also, it is your responsibility to renew these permits annually. They are not automatically renewed, and you will not receive renewal reminders.)**

Petition for Recreational Vehicle Parking on the Street

OWNER: \_\_\_\_\_ DATE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

HEREBY PETITIONS for an annual permit to park a (an) \_\_\_\_\_

License # \_\_\_\_\_ on the street at the above location.

Seasonal Recreation Vehicle Parking

Chapter 10.36 of the Casper Municipal Code states that the owner of a recreational vehicle may apply for an annual permit to park a recreational vehicle on the public street in front of the lot owned by him or her. The Community Service Officer will obtain the signatures of the owners of the 2 lots immediately adjacent on the same side of the street (one on each side) and the 3 lots immediately across the street, agreeing to the parking of such vehicle. **Parking will not be permitted on an arterial or collector street, and in the thirty-foot sight distance triangle at the intersection of any street or alley.**

\*\*\*\*\*

I agree to the parking of a (an) \_\_\_\_\_ on the street

|    | <u>Name</u> | <u>Address</u> | <u>Telephone Number</u> |
|----|-------------|----------------|-------------------------|
| 1. | _____       | _____          | _____                   |
| 2. | _____       | _____          | _____                   |
| 3. | _____       | _____          | _____                   |
| 4. | _____       | _____          | _____                   |
| 5. | _____       | _____          | _____                   |

Submitted by: \_\_\_\_\_ DATE: \_\_\_\_\_

Community Service Officer Signature \_\_\_\_\_ DATE: \_\_\_\_\_

APPROVED:

NOT APPROVED:

## PARKING PERMIT CONDITIONS

### **Handicapped**

- For use only by handicapped individual.
- Must have proper identification according to the laws of the State of Wyoming
- Permit must be displayed prominently on the dashboard of the parked vehicle, on the side nearest the curb or roadside, or suspended from the rearview mirror inside the vehicle, so as to be in plain view of any persons looking through the front windshield of the vehicle from the sidewalk or roadside. The permit shall at all times be displayed so that the expiration date is plainly visible from the sidewalk or roadside.
- Violation of any conditions for this permit will be cause for immediate revocation.

### **Seasonal Recreational Vehicle**

- For use by property owner. Space must be located directly in front of the lot owned by the applicant; and, Community Service Officers will obtain the signatures of the owners of the lot on each side of the applicant, and the owners of the three lots located immediately across the street, agreeing to the parking of such recreational vehicle, as defined in Chapter 10.36 of the Casper Municipal Code, if it is determined by the Community Service Officer that there is insufficient space or access to the lot for storage of such unit off the street, and that on-street parking of such unit will not constitute a traffic impediment or safety hazard.
- Upon each and every request for renewal of said permit, applicant shall provide a new petition completed as described in the above paragraph.
- Permit must be displayed prominently on the dashboard of the parked vehicle, on the side nearest the curb or roadside, or suspended from the rearview mirror inside the vehicle, so as to be in plain view of any persons looking through the front windshield of the vehicle from the sidewalk or roadside, or in a location approved by the Community Service Officer. The permit shall at all times be displayed so that the expiration date is plainly visible from the sidewalk or roadside.
- Vehicle must be currently licensed and in operable condition.
- Washing, greasing or repairing, or advertising the sale of such vehicle in said space shall not be allowed.
- Violation of any conditions for this permit will be cause for immediate revocation.

### **Loading Zone**

- For use by owner or lessee of property, or to owner of the vehicle.
- Shall only be used for loading or unloading merchandise or materials or passengers.
- Violation of any conditions for this permit will be cause for immediate revocation.

### **Critical Parking - Schools**

- For use by property owner and guests.
- Permit must be displayed prominently on the dashboard of the parked vehicle,

on the side nearest the curb or roadside, or suspended from the rearview mirror inside the vehicle, so as to be in plain view of any persons looking through the front windshield of the vehicle from the sidewalk or roadside. The permit shall at all times be displayed so that the expiration date is plainly visible from the sidewalk or roadside.


- Violation of any conditions for this permit will be cause for immediate revocation.



### **Parkway Parking**

- Applications for parkway parking will require a mandatory site inspection by the Public Services Director, or his or her designee, and Police Department to determine if there are line of sight concerns (safety emphasized, no blockage of sidewalk and parking is not allowed at any corner formed by the intersecting streets, within thirty (30) feet of the back of the sidewalk or right of way line in the absence of the sidewalk.)
- No RV parking or Commercial Vehicle parking is permitted in the Parkway.
- No portion of the parkway shall be used to park or store any type of commercial vehicle, building, equipment, sign or other obstruction intended for commercial use or display.
- The Parkway parking space must be located directly in front of the lot owned by the applicant. The property owner may be allowed a decal for each vehicle they own, but only one vehicle is allowed to park on the parkway. Permits are limited to one per single family residence and for use by property owner vehicles only.
- Only the adjacent property owner can park on the parkway in front of their own residence; no assignment of use to others.
- These permits do not run with the land and are not transferrable.
- Permit decal must be displayed prominently on the lower corner of the windshield of the parked vehicle, on the side nearest the curb or roadside, so as to be in plain view of any persons looking through the front windshield of the vehicle from the sidewalk or roadside. The permit shall at all times be displayed so that the expiration date is plainly visible from the sidewalk or roadside, or in a location approved by the Public Services Director.
- Vehicle must be currently licensed and in operable condition.
- Washing, greasing or repairing, or advertising the sale of such vehicle in said space shall not be allowed.
- Renewals fees are set out in the attached Resolution. Renewals are permitted for the “purchasing property owner”, so long as purchasing property owner remains the owner of the property. Renewals for the lessee or renter are permitted so long as the lessee or renter is occupying the property. Renewals must be renewed in consecutive years.
- Property owners remain responsible for utilities located in the parkway.
- Hard surface requirement at property owner’s expense (inspection required by Public Services Department).
- Vehicles cannot be parked closer than 15 ft. to a fire hydrant.

- No removal of trees in the parkways, unless authorized by the City arborist for disease/viability concerns.
- No curb cuts will be permitted.
- Violation of any conditions for this permit will be cause for immediate revocation.

April 6, 2021

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

**FROM:** Fleur Tremel, Assistant to the City Manager/City Clerk   
Carla Mills-Laatsch, Licensing Specialist 

**SUBJECT:** Public Hearing Date for a Transfer of Ownership for Retail Liquor License No. 28 from Propper Management, LLC d/b/a The 307 Sunrise, Located at 4370 South Poplar Street to 307 Bar, LLC, d/b/a 307 Bar, Located at 4370 South Poplar

**Meeting Type & Date**  
Regular Council Meeting  
April 20, 2021

**Action type**  
Public Hearing  
Minute Action

**Recommendation**  
That Council, by minute action, consider the application for a transfer of ownership for retail liquor license no. 28 from Propper Management, LLC d/b/a The 307 Sunrise, located at 4370 South Poplar Street to 307 Bar, LLC, d/b/a 307 Bar located at 4370 South Poplar.

**Summary**  
An application has been received requesting a transfer of ownership for retail liquor license no. 28 from Propper Management, LLC d/b/a The 307 Sunrise, located at 4370 South Poplar Street to 307 Bar, LLC, d/b/a 307 Bar located at 4370 South Poplar.

If approved, this license will become active immediately. The new owner plans to continue the business as is.

As required by Municipal Code 05.08.080, a notice was published in a local newspaper once a week for two consecutive weeks. As required by State Statute 12-4-104(a) it is being advertised on the City's website ([www.casperwy.gov](http://www.casperwy.gov)).

**Financial Considerations**  
City will receive \$100 if this license is approved.

**Oversight/Project Responsibility**  
Carla Mills-Laatsch, Licensing Specialist



**Attachments**

Copy of Application

Affidavit of Website Publication

Affidavit of posting

# NEW OR TRANSFER LIQUOR LICENSE OR PERMIT APPLICATION

| FOR LIQUOR DIVISION USE ONLY |          |      |   |
|------------------------------|----------|------|---|
| Customer #:                  | _____    |      |   |
| Trf from:                    | _____    |      |   |
| Reviewer:                    | Initials | Date |   |
| Agent:                       |          | /    | / |
| Chief:                       |          | /    | / |

**To be completed by City/County Clerk**

License Fees Annual Fee: \$ 1560.00 Local License #: Retail 28  
 Prorated Fee: \$ \_\_\_\_\_ Date filed with clerk: 03/23/2021  
 Transfer Fee: \$ 100.00 Advertising Dates: (2 Weeks) April 8, 2021 & April 11, 2021  
 Publishing Fee: \$ 96.42 Hearing Date: 3/20/2021  
 Publishing Fee Direct Billed to Applicant:   
 License Term: 04/21/2021 Through 03/31/2022  
Month Day Year Month Day Year

**LICENSING AUTHORITY:** Begin publishing promptly. As W.S. 12-4-104(d) specifies: **NO LICENSING AUTHORITY SHALL APPROVE OR DENY THE APPLICATION UNTIL THE LIQUOR DIVISION HAS CERTIFIED THE APPLICATION IS COMPLETE.**

Applicant: 307 Bar, LLC  
 Trade/Business Name (dba): 307 Bar  
 Building to be licensed/Building Address: 4370 S. Poplar Street  
Number & Street  
Casper, WY 82601  
City State Zip County  
 Mailing Address: 3611 S. Lindell Rd., Suite 201  
Number & Street or P.O. Box  
Las Vegas, NV 89103  
City State Zip  
 Business Telephone Number: (702) 362-3030 ext. 7 Fax Number: (702) 227-0075  
 E-Mail Address: gtyler@wydowns.com  
 Brief legal description and the zoning of the licensed building or site for licensed building: W.S. 12-4-102 (a) (vi)  
Sunrise Shopping CTR, Plaza Add, City of Casper, Natrona County, Zoned C-2

|  |   |  |
|--|---|--|
| <b>FILING FOR</b><br><input type="checkbox"/> NEW LICENSE<br><input type="checkbox"/> TRANSFER OF LOCATION   | <b>FILING IN (CHOOSE ONLY ONE)</b><br><input checked="" type="checkbox"/> CITY OF: <u>Casper</u><br><input type="checkbox"/> COUNTY OF: _____ | <b>FILING AS (CHOOSE ONLY ONE)</b><br><input type="checkbox"/> INDIVIDUAL<br><input type="checkbox"/> PARTNERSHIP<br><input type="checkbox"/> LP/LLP<br><input checked="" type="checkbox"/> LLC<br><input type="checkbox"/> CORPORATION<br><input type="checkbox"/> LTD PARTNERSHIP<br><input type="checkbox"/> ORGANIZATION<br><input type="checkbox"/> OTHER _____ |
| <input checked="" type="checkbox"/> TRANSFER OWNERSHIP #28 <input type="checkbox"/> ASSIGNMENT LETTER ATTACHED<br>FORMERLY HELD BY: <u>Propper Management, LLC</u> |   |  |

**TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)**

|  |  |  |
|--|--|--|
| <input type="checkbox"/> RETAIL LIQUOR LICENSE ON-PREMISE ONLY (BAR)<br><input type="checkbox"/> OFF-PREMISE ONLY (PACKAGE STORE)<br><input checked="" type="checkbox"/> COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE) | <input type="checkbox"/> RESTAURANT LIQUOR LICENSE<br><input type="checkbox"/> RESORT LIQUOR LICENSE<br><input type="checkbox"/> BAR AND GRILL<br>LIMITED RETAIL (CLUB)<br><input type="checkbox"/> VETERANS CLUB<br><input type="checkbox"/> FRATERNAL CLUB<br><input type="checkbox"/> GOLF CLUB<br><input type="checkbox"/> SOCIAL CLUB | <input type="checkbox"/> MICROBREWERY<br><input type="checkbox"/> WINERY<br><input type="checkbox"/> DISTILLERY SATELLITE<br><input type="checkbox"/> WINERY SATELLITE<br><input type="checkbox"/> COUNTY RETAIL or SPECIAL MALT BEVERAGE PERMIT<br><b>SPECIAL DESIGNATIONS</b><br><input type="checkbox"/> CONVENTION FACILITY<br><input type="checkbox"/> CIVIC CENTER/EVENT CENTER/PUBLIC AUDITORIUM<br><input type="checkbox"/> GOLF CLUB<br><input type="checkbox"/> GUEST RANCH<br><input type="checkbox"/> RESORT |
|--|--|--|

To Assist the Liquor Division with scheduling inspections: **WHEN DO YOU OPERATE?** SUN-THURS 10AM-12AM  
Fri-SAT 10am-2am  
 FULL TIME (e.g. Jan through Dec)  SEASONAL/PART-TIME  NON-OPERATIONAL/PARKED  
 (specify months of operation) DAYS OF WEEK (e.g. Mon through Sat) HOURS OF OPERATION (e.g. 10a - 2a)  
 from JAN to DEC from \_\_\_\_\_ to \_\_\_\_\_ from \_\_\_\_\_ to \_\_\_\_\_

**ALL APPLICANTS MUST COMPLETE QUESTIONS 1-6**

- BUILDING OWNERSHIP: Does the applicant? W.S. 12-4-103 (a) (iii)
  - OWN the licensed building?  YES (own)
  - LEASE the licensed building? (Lease must be through the term of the liquor license)  YES (lease)
 If Yes, please submit a copy of the lease and indicate:
  - When the lease expires, located on page 6 paragraph 5 of lease.
  - Where the Sales provision for alcoholic or malt beverages is located, on page 10 paragraph 6 of lease. (MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.)

2. To operate your liquor business, have you assigned, leased, transferred or contracted with any other person (entity) to operate and assert total or partial control of the license and the licensed building? W.S. 12-4-601 (b)  YES  NO
3. Does any manufacturer, brewer, rectifier, wholesaler, or through a subsidiary affiliate, officer, director or member of any such firm: W.S. 12-5-401, 12-5-402, 12-5-403
- (a) Hold any interest in the license applied for?  YES  NO
  - (b) Furnish by way of loan or any other money or financial assistance for purposes hereof in your business?  YES  NO
  - (c) Furnish, give, rent or loan any equipment, fixtures, interior decorations or signs other than standard brewery or manufacturer's signs?  YES  NO
  - (d) If you answered YES to any of the above, explain fully and submit any documents in connection there within:

4. Does the applicant have any interest or intent to acquire an interest in any other liquor license issued by this licensing authority? W.S. 12-4-103 (b)  YES  NO
- If "YES", explain: \_\_\_\_\_

5. If applicant is filing as an **Individual, Partnership or Club**: W.S. 12-4-102 (a) (ii) & (iii)
- Each individual, partner or club officer must complete the box below.

| True and Correct Name | Date of Birth | Residence Address No. & Street City, State & Zip<br><i>DO NOT LIST PO BOXES</i> | Residence Phone Number | Have you been a DOMICILED resident for at least 1 year and not claimed residence in any other state in the last year? | Have you been Convicted of a Felony Violation?              | Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages? |
|-----------------------|---------------|---|------------------------|---|---|--|
|                       |               |   |                        | YES <input type="checkbox"/><br>NO <input type="checkbox"/>   | YES <input type="checkbox"/><br>NO <input type="checkbox"/> | YES <input type="checkbox"/><br>NO <input type="checkbox"/>                            |
|                       |               |   |                        | YES <input type="checkbox"/><br>NO <input type="checkbox"/>   | YES <input type="checkbox"/><br>NO <input type="checkbox"/> | YES <input type="checkbox"/><br>NO <input type="checkbox"/>                            |
|                       |               |   |                        | YES <input type="checkbox"/><br>NO <input type="checkbox"/>   | YES <input type="checkbox"/><br>NO <input type="checkbox"/> | YES <input type="checkbox"/><br>NO <input type="checkbox"/>                            |
|                       |               |   |                        | YES <input type="checkbox"/><br>NO <input type="checkbox"/>   | YES <input type="checkbox"/><br>NO <input type="checkbox"/> | YES <input type="checkbox"/><br>NO <input type="checkbox"/>                            |
|                       |               |   |                        | YES <input type="checkbox"/><br>NO <input type="checkbox"/>   | YES <input type="checkbox"/><br>NO <input type="checkbox"/> | YES <input type="checkbox"/><br>NO <input type="checkbox"/>                            |
|                       |               |   |                        | YES <input type="checkbox"/><br>NO <input type="checkbox"/>   | YES <input type="checkbox"/><br>NO <input type="checkbox"/> | YES <input type="checkbox"/><br>NO <input type="checkbox"/>                            |

(If more information is required, list on a separate piece of paper and attach to this application.)

6. If the applicant is a **Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership**: W.S. 12-4-102 (a) (iv) & (v)

Each stockholder holding, either jointly or severally, ten percent (10%) or more of the outstanding and issued capital stock of the corporation, limited liability company, limited liability partnership, or limited partnership, and every officer, and every director must complete the box below.

| True and Correct Name | Date of Birth | Residence Address No. & Street City, State & Zip<br><i>DO NOT LIST PO BOXES</i> | Residence Phone Number | No. of Years in Corp or LLC | % of Corporate Stock Held | Have you been Convicted of a Felony Violation?                         | Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages? |
|-----------------------|---------------|---|------------------------|-----------------------------|---------------------------|--|--|
| ERIC NELSON           |               |   |                        |                             |                           | YES <input type="checkbox"/><br>NO <input checked="" type="checkbox"/> | YES <input type="checkbox"/><br>NO <input checked="" type="checkbox"/>                 |
|                       |               |   |                        |                             |                           | YES <input type="checkbox"/><br>NO <input type="checkbox"/>            | YES <input type="checkbox"/><br>NO <input type="checkbox"/>                            |
|                       |               |   |                        |                             |                           | YES <input type="checkbox"/><br>NO <input type="checkbox"/>            | YES <input type="checkbox"/><br>NO <input type="checkbox"/>                            |
|                       |               |   |                        |                             |                           | YES <input type="checkbox"/><br>NO <input type="checkbox"/>            | YES <input type="checkbox"/><br>NO <input type="checkbox"/>                            |
|                       |               |   |                        |                             |                           | YES <input type="checkbox"/><br>NO <input type="checkbox"/>            | YES <input type="checkbox"/><br>NO <input type="checkbox"/>                            |
|                       |               |   |                        |                             |                           | YES <input type="checkbox"/><br>NO <input type="checkbox"/>            | YES <input type="checkbox"/><br>NO <input type="checkbox"/>                            |
|                       |               |   |                        |                             |                           | YES <input type="checkbox"/><br>NO <input type="checkbox"/>            | YES <input type="checkbox"/><br>NO <input type="checkbox"/>                            |

(If more information is required, list on a separate piece of paper and attach to this application)

**7. BAR AND GRILL LICENSE:**

Have you submitted a valid food service permit or application? W.S. 12-4-413 (a)  YES  NO

**8. RESTAURANT LICENSE:**

(a) Give a description of the dispensing room(s) and state where it is located in the building. W.S. 12-4-408 (b)  
(e.g. 10 x 12 room in SE corner of building): \_\_\_\_\_

(b) Have you submitted a valid food service permit or application? W.S. 12-4-407 (a)  YES  NO

(c) Have you attached a drawing of the establishment that includes the restaurant dispensing room(s)? W.S. 12-4-410 (f)  YES  NO

**9. RESORT LICENSE:**

Does the resort complex:

(a) Have an actual valuation of at least one million dollars, or have you committed or expended at least one million dollars (\$1,000,000.00) on the complex, excluding the value of the land? W.S. 12-4-401(b)(i)  YES  NO

(b) Include a restaurant and a convention facility which will seat at least one hundred (100) persons? W.S. 12-4-401(b)(ii)  YES  NO

(c) Include motel, hotel or privately owned condominium, town house or home accommodations approved for short term occupancy with at least one hundred (100) sleeping rooms? W.S. 12-4-401(b)(iii)  YES  NO

(d) If no on question (c), have a ski resort facility open to the general public in which you have committed or expended at least one million dollars (\$1,000,000.00)? W.S. 12-4-401(b)(iv)  YES  NO

(e) Are you contracting/leasing the food and beverage services? W.S. 12-4-403(b)  
1. If Yes, have you submitted a copy of the food and beverage contract/lease?  YES  NO

**10. MICROBREWERY LICENSE:**

Will the license be held in conjunction with another liquor license? W.S. 12-4-412(b)(iii)  YES  NO

(a) If "YES", please specify type:  RETAIL  RESTAURANT  RESORT  BAR AND GRILL  WINERY

(b) Do you self distribute your products? W.S. 12-2-201(a) (Requires wholesaler license with the Liquor Division)  YES  NO

(c) Do you distribute your products through an existing malt beverage wholesaler? W.S. 12-2-201(g)(i) (Requires authorization to sell license with the Liquor Division)  YES  NO

**11. WINERY LICENSE:**

Will the license be held in conjunction with another liquor license? W.S. 12-4-412(b)(iii)  YES  NO

(a) If "YES", please specify type:  RETAIL  RESTAURANT  RESORT  BAR AND GRILL  MICROBREWERY

**12. LIMITED RETAIL (CLUB) LICENSE:**

**FRATERNAL CLUBS** W.S. 12-1-101(a)(iii)(B)

(a) Has the fraternal organization been actively operating in at least thirty-six (36) states?  YES  NO

(b) Has the fraternal organization been actively in existence for at least twenty (20) years?  YES  NO

**13. LIMITED RETAIL (CLUB) LICENSE:**

**VETERANS CLUBS** W.S. 12-1-101(a)(iii)(A):

(a) Does the Veteran's organization hold a charter by the Congress of the United States?  YES  NO

(b) Is the membership of the Veteran's organization comprised only of Veterans and its duly organized auxiliary?  YES  NO

**14. LIMITED RETAIL (CLUB) LICENSE:**

**GOLF CLUBS** W.S. 12-1-101(a)(iii)(D)/W.S. 12-4-301(e):

(a) Do you have more than fifty (50) bona fide members?  YES  NO

(b) Do you own, maintain, or operate a bona fide golf course together with clubhouse?  YES  NO

(c) Are you a political subdivision of the state that owns, maintains, or operates a golf course?  YES  NO

1. Are you contracting/leasing the food and beverage services? W.S. 12-5-201(g)  YES  NO

2. If Yes, have you submitted a copy of the food and beverage contract/lease?  YES  NO

15. LIMITED RETAIL (CLUB) LICENSE:

SOCIAL CLUBS W.S. 12-1-101(a)(iii)(E)/W.S. 12-4-301(b):

- (a) Do you have more than one hundred (100) bona fide members who are residents of the county in which the club is located?  YES  NO
- (b) Is the club incorporated and operating solely as a nonprofit organization under the laws of this state?  YES  NO
- (c) Is the club qualified as a tax exempt organization under the Internal Revenue Service?  YES  NO
- (d) Has the club been in continuous operation for a period of not less than one (1) year?  YES  NO
- (e) Has the club received twenty-five dollars (\$25.00) from each bona fide member as recorded by the secretary of the club and are club members at the time of this application in good standing by having paid at least one (1) full year in dues?  YES  NO
- (f) Does the club hold quarterly meetings and have an actively engaged membership carrying out the objectives of the club?  YES  NO
- (g) Have you filed a true copy of your bylaws with this application?  YES  NO
- (h) Has at least fifty one percent (51%) of the membership signed a petition indicating a desire to secure a Limited Retail Liquor License? (Petition Attached)  YES  NO

REQUIRED ATTACHMENTS:

- A statement indicating the financial condition and financial stability of the applicant W.S. 12-4-102 (a) (vi).
- Restaurants: include a drawing of the establishment that includes the dispensing room(s) W.S. 12-4-410 (f).
- Attach any lease agreements (especially for resort/political subdivisions leasing out food & beverage services) W.S. 12-4-103 (a) (iii)/ W.S. 12-4-403(b)/W.S. 12-4-301(e).
- If transferring a license from one ownership to another, a form of assignment from the current licensee to the new applicant authorizing the transfer W.S. 12-4-601 (b).

OATH OR VERIFICATION

(Requires signatures by ALL Individuals, ALL Partners, ONE (1) LLC Member, or TWO (2) Corporate Officers or Directors except that if all the stock of the corporation is owned by ONE (1) individual then that individual may sign and verify the application upon his oath, or TWO (2) Club Officers.) W.S. 12-4-102(b)

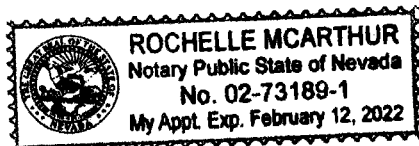
Under penalty of perjury, and the possible revocation or cancellation of the license, I swear the above stated facts, are true and accurate.

STATE OF NEVADA )  
COUNTY OF CLACK ) SS.

Signed and sworn to before me on this 15th day of March, 2021 that the facts alleged in the foregoing instrument are true by the following:

- |      |                                   |                                      |                         |
|------|-----------------------------------|--------------------------------------|-------------------------|
| 1) x | <u>[Signature]</u><br>(Signature) | <u>ERIC NELSON</u><br>(Printed Name) | <u>Manager</u><br>Title |
| 2)   | _____<br>(Signature)              | _____<br>(Printed Name)              | _____<br>Title          |
| 3)   | _____<br>(Signature)              | _____<br>(Printed Name)              | _____<br>Title          |
| 4)   | _____<br>(Signature)              | _____<br>(Printed Name)              | _____<br>Title          |
| 5)   | _____<br>(Signature)              | _____<br>(Printed Name)              | _____<br>Title          |
| 6)   | _____<br>(Signature)              | _____<br>(Printed Name)              | _____<br>Title          |

Witness my hand and official seal:



[Signature]  
Signature of Notary Public

(SEAL)

My commission expires: 2.12.2022

AFFIDAVIT OF WEBSITE PUBLICATION

State of Wyoming)  
County of Natrona)

I, the undersigned, being in the employ of the City of Casper and responsible for the publishing and posting of notices for the Casper City Council's public hearings concerning liquor licensing, and knowing the facts herein set forth do solemnly swear that:

- Notice of the public hearing set forth below was posted continually on the City of Casper website in accordance with W.S. 12-4-104. The said posting commenced on 04/06/2021 and ended on 04/21/2021 and
- Attached is image of the Notice as actually posted on the City of Casper website (www.caserwy.gov) for the entire period referenced above.

By: Carla Mills - Fratach

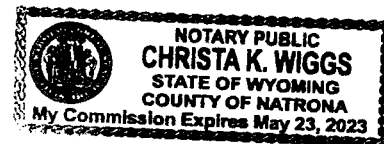
Date: 04/06/2021

Title: Licensing Specialist

Scribed in my presence and sworn before me on this

6<sup>th</sup> day of April, 2021

Christa K. Wiggs



Provide to City of Casper Central Records

## TRANSFER OF OWNERSHIP FOR RETAIL LIQUOR LICENSE

An application transfer of ownership for retail liquor license no. 28 from Propper Management, LLC d/b/a The 307 Sunrise, located at 4370 South Poplar Street to 307 Bar, LLC, d/b/a 307 Bar located at 4370 South Poplar Street has been received in this office. Public Hearing on said application will be held on April 20th, 2021, at 6:00 p.m. in the City Council Chambers at 200 North David, Casper, Wyoming.

AFFIDAVIT OF NOTICE OF APPLICATION POSTING

State of Wyoming)  
County of Natrona)

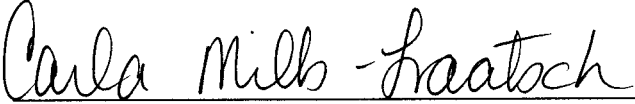
I, the City Clerk, being in the employ of the City of Casper, through my office, responsible for the publishing and posting of notices for the Casper City Council's public hearings concerning liquor licensing, and know the facts herein set forth, do solemnly swear that notice of application for a new Retail Liquor License and Public Hearing was posted on the 7<sup>th</sup> day of April, 2021, conspicuously upon the respective premises, shown by the application as the proposed place of sale.

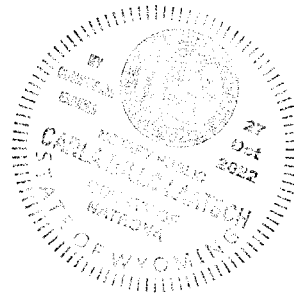
By:   
Fleur D. Tremel, City Clerk

Date: 4/6/21

Scribed in my presence and sworn before me on this

6<sup>th</sup> day of April, 2021





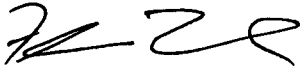
Provide to City of Casper Central Records



RETAIL LIQUOR LICENSE NO. 28

NOTICE OF APPLICATION FOR A transfer of location for Retail Liquor License No. 28 is hereby given that on the 23rd day of March 2021, 307 Bar, LLC, d/b/a 307 Bar filed an application for a Retail Liquor License, in the Office of the Clerk of the City of Casper, Wyoming for the following described building and premises to wit: 4370 South Poplar protests, if any there be, against the issuance of such license (permit) will be heard at the hour of 6:00 p.m. the 20<sup>th</sup> day of April 2021, in the Council Chambers of the City of Casper, Wyoming.

Dated: March 31, 2021

Signed:   
\_\_\_\_\_  
City Clerk

April 6, 2021

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

**FROM:** Fleur Tremel, Assistant to the City Manager/City Clerk *FT*  
Carla Mills-Laatsch, Licensing Specialist *CL*

**SUBJECT:** Public Hearing for Transfer of Three Retail Liquor Licenses Location and Three New Bar and Grill Liquor Licenses.

**Meeting Type & Date**

Regular Council Meeting  
April 20, 2021

**Action type**

Public Hearing  
Minute Action

**Recommendation**

That Council, by minute action, consider the applications for the following:

- Transfer of location for Retail No. 12 FireRock Hospitality Group, LLC d/b/a FireRock Steakhouse located at 6100 East 2<sup>nd</sup> Street to Mesa Liquors, LLC, d/b/a Mesa Liquor located at 3243 Talon Dr. Suite 200. If approved, this license will become non-operational. This liquor establishment is set to open tentatively in July 2021. The City of Casper will issue this license once all inspections have been complete.
- New Bar and Grill license No. 2 for FireRock Hospitality Group, LLC d/b/a FireRock Steakhouse located at 6100 East 2<sup>nd</sup> Street. If approved, this license will be issued immediately.
- Transfer of location for Retail No. 15 OC Casper, LLC, d/b/a Old Chicago Restaurant, located at 3580 East 2<sup>nd</sup> Street to Wyoming Liquor, LLC, d/b/a Wyoming Discount Liquor located at 4330 East 2<sup>nd</sup> Street. If approved, this license will become non-operational. This retail liquor license is set to open tentatively in August 2021. The City of Casper will issue this license once all inspections have been complete.
- New Bar and Grill liquor License No. 12 for OC Casper, LLC d/b/a Old Chicago Restaurant located at 3580 East 2<sup>nd</sup> Street. If approved, this license will be issued immediately
- Transfer of location for Retail No. 23 Johnson Restaurant Group, Inc, d/b/a CY Discount Liquor, located at 840 CY Avenue to Johnson Restaurant Group, Inc, d/b/a CY Discount Liquor located at 1375 CY Avenue Suite 100. If approved, this transfer will be effective November 2021. The City of Casper will issue this license once all inspections have been complete.

- New Bar and Grill license No. 10 for Casper Taco Shop, LLC, d/b/a Fuzzy's Taco Shop located at 3243 Talon Dr Suite 400. If approved, this license will be approved but not issued. This bar and grill is set to open tentatively in June 2021. The City of Casper will issue this license once all inspections have been complete.

### Summary

At the November 5, 2019 pre-session John Johnson requested two bar and grill licenses be set aside for his use for a new development on the west side of town. It was stated at this time that they would be in use within an 18-month time frame. The proposal included a bar and grill license for a new restaurant for Casper Taco Shop, LLC, d/b/a Fuzzy's Taco Shop located at 3243 Talon Drive Suite 400. Retail liquor license No. 12 transferred from FireRock Hospitality Group, LLC, d/b/a FireRock Steakhouse located at 6100 East 2<sup>nd</sup> Street to Mesa Liquors, LLC d/b/a Mesa Liquor located at 3243 Talon Drive Suite 200 and a bar and grill license for FireRock Hospitality Group, LLC d/b/a FireRock Steakhouse located at 6100 East 2<sup>nd</sup> Street to backfill the retail license vacancy. All council members supported this proposal.

A new request was submitted for a transfer of retail liquor license No. 15 OC Casper, LLC d/b/a Old Chicago Restaurant located at 3580 East 2<sup>nd</sup> Street to Wyoming Liquor, LLC, d/b/a Wyoming Discount Liquor, located at 4330 East 2<sup>nd</sup> Street and a bar and grill license for OC Casper, LLC, d/b/a Old Chicago Restaurant located at 3580 East 2<sup>nd</sup> Street to backfill the retail liquor license vacancy. If Council approves these three bar and grill liquor licenses that will leave two available for anyone that wishes to apply for them. These transfers and applications are detailed below:

- Transfer of location for Retail No. 12 FireRock Hospitality Group, LLC d/b/a FireRock Steakhouse located at 6100 East 2<sup>nd</sup> Street to Mesa Liquors, LLC, d/b/a Mesa Liquor located at 3243 Talon Dr. Suite 200. If approved, this license will become non-operational. This liquor establishment is set to open tentatively in July 2021. The City of Casper will issue this license once all inspections have been complete.
- New Bar and Grill license No. 2 for FireRock Hospitality Group, LLC d/b/a FireRock Steakhouse located at 6100 East 2<sup>nd</sup> Street. If approved, this license will be issued immediately.
- Transfer of location for Retail No. 15 OC Casper, LLC, d/b/a Old Chicago Restaurant, located at 3580 East 2<sup>nd</sup> Street to Wyoming Liquor, LLC, d/b/a Wyoming Discount Liquor located at 4330 East 2<sup>nd</sup> Street. If approved, this license will become non-operational. This retail liquor license is set to open tentatively in August 2021. The City of Casper will issue this license once all inspections have been complete.
- New Bar and Grill liquor License No. 12 for OC Casper, LLC d/b/a Old Chicago Restaurant located at 3580 East 2<sup>nd</sup> Street. If approved, this license will be issued immediately
- Transfer of location for Retail No. 23 Johnson Restaurant Group, Inc, d/b/a CY Discount Liquor, located at 840 CY Avenue to Johnson Restaurant Group, Inc, d/b/a CY Discount Liquor located at 1375 CY Avenue Suite 100. If approved, this transfer will be effective November 2021. The City of Casper will issue this license once all inspections have been complete.
- New Bar and Grill license No. 10 for Casper Taco Shop, LLC, d/b/a Fuzzy's Taco Shop located at 3243 Talon Dr Suite 400. If approved, this license will be approved but not issued. This

bar and grill is set to open tentatively in June 2021. The City of Casper will issue this license once all inspections have been complete.

As required by Municipal Code 05.08.080, a notice was published in a local newspaper once a week for two consecutive weeks. As required by State Statute 12-4-104(a) it is being advertised on the City's website ([www.casperwy.gov](http://www.casperwy.gov)).

**Financial Considerations**

If these are approved the City of Casper will receive \$30,075 in revenue

**Oversight/Project Responsibility**

Carla Mills-Laatsch, Licensing Specialist

**Attachments**

Copy of Application

Affidavit of Website Publication

Affidavit of Establishment posting

# NEW OR TRANSFER LIQUOR LICENSE OR PERMIT APPLICATION

| FOR LIQUOR DIVISION USE ONLY |          |      |   |
|------------------------------|----------|------|---|
| Customer #:                  | _____    |      |   |
| Trf from:                    | _____    |      |   |
| Reviewer:                    | Initials | Date |   |
| Agent:                       |          | /    | / |
| Chief:                       |          | /    | / |

**To be completed by City/County Clerk**

Local License #: Retail #12

License Fees Annual Fee: \$ 1500.00 Date filed with clerk: 03 108 12021

Prorated Fee: \$ 100.00 Advertising Dates: (2 Weeks) April 8, 2021 & April 11, 2021

Transfer Fee: \$ \_\_\_\_\_ Hearing Date: 04 1 20 12021

Publishing Fee: \$ \_\_\_\_\_

Publishing Fee Direct Billed to Applicant:

License Term: 04 1 21 12021 Through 03 1 31 12022  
Month Day Year Month Day Year

**LICENSING AUTHORITY:** Begin publishing promptly. As W.S. 12-4-104(d) specifies: **NO LICENSING AUTHORITY SHALL APPROVE OR DENY THE APPLICATION UNTIL THE LIQUOR DIVISION HAS CERTIFIED THE APPLICATION IS COMPLETE.**

Applicant: Mesa Liquors, LLC

Trade/Business Name (dba): Mesa Liquor

Building to be licensed/Building Address: 3243 Talon Dr Ste 200  
Number & Street

Casper WY 82604 Natrona  
City State Zip County

Mailing Address: PO Box 50630  
Number & Street or P.O. Box

Casper WY 82605  
City State Zip

Business Telephone Number: (307) 265 3029 Fax Number: (307) 473-2909

E-Mail Address: Accounting@jrgrestaurants.com

Brief legal description and the zoning of the licensed building or site for licensed building: W.S. 12-4-102 (a) (vi)  
Mesa #5 (RPLT 127+28) lot 28A Commercial

|   |  |   |
|---|--|---|
| <p><b>FILING FOR</b></p> <p><input type="checkbox"/> NEW LICENSE</p> <p><input checked="" type="checkbox"/> TRANSFER OF LOCATION</p>  | <p><b>FILING IN (CHOOSE ONLY ONE)</b></p> <p><input checked="" type="checkbox"/> CITY OF: <u>Casper</u></p> <p><input type="checkbox"/> COUNTY OF: _____</p> | <p><b>FILING AS (CHOOSE ONLY ONE)</b></p> <p><input type="checkbox"/> INDIVIDUAL</p> <p><input type="checkbox"/> PARTNERSHIP</p> <p><input type="checkbox"/> LP/LLP</p> <p><input checked="" type="checkbox"/> LLC</p> <p><input type="checkbox"/> CORPORATION</p> <p><input type="checkbox"/> LTD PARTNERSHIP</p> <p><input type="checkbox"/> ORGANIZATION</p> <p><input type="checkbox"/> OTHER _____</p> |
| <p><input checked="" type="checkbox"/> TRANSFER OWNERSHIP <input type="checkbox"/> ASSIGNMENT LETTER ATTACHED</p> <p>FORMERLY HELD BY: <u>FireRock Hospitality Group, LLC</u></p> |  |   |

**TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)**

|  |   |  |
|--|---|--|
| <p>RETAIL LIQUOR LICENSE</p> <p><input type="checkbox"/> ON-PREMISE ONLY (BAR)</p> <p><input checked="" type="checkbox"/> OFF-PREMISE ONLY (PACKAGE STORE)</p> <p><input type="checkbox"/> COMBINATION ON/OFF PREMISE (BOTH BAR &amp; PACKAGE STORE)</p> | <p><input type="checkbox"/> RESTAURANT LIQUOR LICENSE</p> <p><input type="checkbox"/> RESORT LIQUOR LICENSE</p> <p><input type="checkbox"/> BAR AND GRILL</p> <p>LIMITED RETAIL (CLUB)</p> <p><input type="checkbox"/> VETERANS CLUB</p> <p><input type="checkbox"/> FRATERNAL CLUB</p> <p><input type="checkbox"/> GOLF CLUB</p> <p><input type="checkbox"/> SOCIAL CLUB</p> | <p><input type="checkbox"/> MICROBREWERY</p> <p><input type="checkbox"/> WINERY</p> <p><input type="checkbox"/> DISTILLERY SATELLITE</p> <p><input type="checkbox"/> WINERY SATELLITE</p> <p><input type="checkbox"/> COUNTY RETAIL or SPECIAL MALT BEVERAGE PERMIT</p> <p><b>SPECIAL DESIGNATIONS</b></p> <p><input type="checkbox"/> CONVENTION FACILITY</p> <p><input type="checkbox"/> CIVIC CENTER/EVENT CENTER/ PUBLIC AUDITORIUM</p> <p><input type="checkbox"/> GOLF CLUB</p> <p><input type="checkbox"/> GUEST RANCH</p> <p><input type="checkbox"/> RESORT</p> |
|--|---|--|

To Assist the Liquor Division with scheduling inspections: **WHEN DO YOU OPERATE?**

FULL TIME (e.g. Jan through Dec)  SEASONAL/PART-TIME  NON-OPERATIONAL/PARKED

(specify months of operation) DAYS OF WEEK (e.g. Mon through Sat) HOURS OF OPERATION (e.g. 10a - 2a)

from \_\_\_\_\_ to \_\_\_\_\_ from \_\_\_\_\_ to \_\_\_\_\_ from \_\_\_\_\_ to \_\_\_\_\_

**ALL APPLICANTS MUST COMPLETE QUESTIONS 1- 6**

1. BUILDING OWNERSHIP: Does the applicant? W.S. 12-4-103 (a) (iii)

(1) OWN the licensed building?  YES (own)

(2) LEASE the licensed building? (Lease must be through the term of the liquor license)  YES (lease)

If Yes, please submit a copy of the lease and indicate:

(A) When the lease expires, located on page 1 paragraph 4 of lease.

(B) Where the Sales provision for alcoholic or malt beverages is located, on page 1 paragraph 8 of lease. (MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.)

2. To operate your liquor business, have you assigned, leased, transferred or contracted with any other person (entity) to operate and assert total or partial control of the license and the licensed building? W.S. 12-4-601 (b)  YES  NO
3. Does any manufacturer, brewer, rectifier, wholesaler, or through a subsidiary affiliate, officer, director or member of any such firm: W.S. 12-5-401, 12-5-402, 12-5-403
- (a) Hold any interest in the license applied for?  YES  NO
  - (b) Furnish by way of loan or any other money or financial assistance for purposes hereof in your business?  YES  NO
  - (c) Furnish, give, rent or loan any equipment, fixtures, interior decorations or signs other than standard brewery or manufacturer's signs?  YES  NO
  - (d) If you answered **YES** to any of the above, explain fully and submit any documents in connection there within:

4. Does the applicant have any interest or intent to acquire an interest in any other liquor license issued by this licensing authority? W.S. 12-4-103 (b)  YES  NO
- If "YES", explain: \_\_\_\_\_

5. **If applicant is filing as an Individual, Partnership or Club:** W.S. 12-4-102 (a) (ii) & (iii)  
 Each individual, partner or club officer must complete the box below.

| True and Correct Name | Date of Birth | Residence Address No. & Street City, State & Zip<br><i>DO NOT LIST PO BOXES</i> | Residence Phone Number | Have you been a DOMICILED resident for at least 1 year and not claimed residence in any other state in the last year? | Have you been Convicted of a Felony Violation?              | Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages? |
|-----------------------|---------------|---|------------------------|---|---|--|
|                       |               |   |                        | YES <input type="checkbox"/><br>NO <input type="checkbox"/>   | YES <input type="checkbox"/><br>NO <input type="checkbox"/> | YES <input type="checkbox"/><br>NO <input type="checkbox"/>                            |
|                       |               |   |                        | YES <input type="checkbox"/><br>NO <input type="checkbox"/>   | YES <input type="checkbox"/><br>NO <input type="checkbox"/> | YES <input type="checkbox"/><br>NO <input type="checkbox"/>                            |
|                       |               |   |                        | YES <input type="checkbox"/><br>NO <input type="checkbox"/>   | YES <input type="checkbox"/><br>NO <input type="checkbox"/> | YES <input type="checkbox"/><br>NO <input type="checkbox"/>                            |
|                       |               |   |                        | YES <input type="checkbox"/><br>NO <input type="checkbox"/>   | YES <input type="checkbox"/><br>NO <input type="checkbox"/> | YES <input type="checkbox"/><br>NO <input type="checkbox"/>                            |
|                       |               |   |                        | YES <input type="checkbox"/><br>NO <input type="checkbox"/>   | YES <input type="checkbox"/><br>NO <input type="checkbox"/> | YES <input type="checkbox"/><br>NO <input type="checkbox"/>                            |
|                       |               |   |                        | YES <input type="checkbox"/><br>NO <input type="checkbox"/>   | YES <input type="checkbox"/><br>NO <input type="checkbox"/> | YES <input type="checkbox"/><br>NO <input type="checkbox"/>                            |

(If more information is required, list on a separate piece of paper and attach to this application.)

6. **If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership:** W.S. 12-4-102 (a) (iv) & (v)

Each stockholder holding, either jointly or severally, ten percent (10%) or more of the outstanding and issued capital stock of the corporation, limited liability company, limited liability partnership, or limited partnership, **and every officer, and every director** must complete the box below.

| True and Correct Name | Date of Birth | Residence Address No. & Street City, State & Zip<br><i>DO NOT LIST PO BOXES</i> | Residence Phone Number | No. of Years in Corp or LLC | % of Corporate Stock Held | Have you been Convicted of a Felony Violation?                         | Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages? |
|-----------------------|---------------|---|------------------------|-----------------------------|---------------------------|--|--|
| John D Johnson        |               |   |                        |                             |                           | YES <input type="checkbox"/><br>NO <input checked="" type="checkbox"/> | YES <input type="checkbox"/><br>NO <input checked="" type="checkbox"/>                 |
|                       |               |   |                        |                             |                           | YES <input type="checkbox"/><br>NO <input type="checkbox"/>            | YES <input type="checkbox"/><br>NO <input type="checkbox"/>                            |
|                       |               |   |                        |                             |                           | YES <input type="checkbox"/><br>NO <input type="checkbox"/>            | YES <input type="checkbox"/><br>NO <input type="checkbox"/>                            |
|                       |               |   |                        |                             |                           | YES <input type="checkbox"/><br>NO <input type="checkbox"/>            | YES <input type="checkbox"/><br>NO <input type="checkbox"/>                            |
|                       |               |   |                        |                             |                           | YES <input type="checkbox"/><br>NO <input type="checkbox"/>            | YES <input type="checkbox"/><br>NO <input type="checkbox"/>                            |
|                       |               |   |                        |                             |                           | YES <input type="checkbox"/><br>NO <input type="checkbox"/>            | YES <input type="checkbox"/><br>NO <input type="checkbox"/>                            |
|                       |               |   |                        |                             |                           | YES <input type="checkbox"/><br>NO <input type="checkbox"/>            | YES <input type="checkbox"/><br>NO <input type="checkbox"/>                            |

(If more information is required, list on a separate piece of paper and attach to this application.)

**7. BAR AND GRILL LICENSE:**

Have you submitted a valid food service permit or application? W.S. 12-4-413 (a)  YES  NO

**8. RESTAURANT LICENSE:**

(a) Give a description of the dispensing room(s) and state where it is located in the building. W.S. 12-4-408 (b) (e.g. 10 x 12 room in SE corner of building): \_\_\_\_\_

(b) Have you submitted a valid food service permit or application? W.S. 12-4-407 (a)  YES  NO

(c) Have you attached a drawing of the establishment that includes the restaurant dispensing room(s)? W.S. 12-4-410 (f)  YES  NO

**9. RESORT LICENSE:**

Does the resort complex:

(a) Have an actual valuation of at least one million dollars, or have you committed or expended at least one million dollars (\$1,000,000.00) on the complex, excluding the value of the land? W.S. 12-4-401(b)(i)  YES  NO

(b) Include a restaurant and a convention facility which will seat at least one hundred (100) persons? W.S. 12-4-401(b)(ii)  YES  NO

(c) Include motel, hotel or privately owned condominium, town house or home accommodations approved for short term occupancy with at least one hundred (100) sleeping rooms? W.S. 12-4-401(b)(iii)  YES  NO

(d) If no on question (c), have a ski resort facility open to the general public in which you have committed or expended at least one million dollars (\$1,000,000.00)? W.S. 12-4-401(b)(iv)  YES  NO

(e) Are you contracting/leasing the food and beverage services? W.S. 12-4-403(b)  
 1. If Yes, have you submitted a copy of the food and beverage contract/lease?  YES  NO

**10. MICROBREWERY LICENSE:**

Will the license be held in conjunction with another liquor license? W.S. 12-4-412(b)(iii)  YES  NO

(a) If "YES", please specify type:  RETAIL  RESTAURANT  RESORT  BAR AND GRILL  WINERY

(b) Do you self distribute your products? W.S. 12-2-201(a) (Requires wholesaler license with the Liquor Division)  YES  NO

(c) Do you distribute your products through an existing malt beverage wholesaler? W.S. 12-2-201(g)(i) (Requires authorization to sell license with the Liquor Division)  YES  NO

**11. WINERY LICENSE:**

Will the license be held in conjunction with another liquor license? W.S. 12-4-412(b)(iii)  YES  NO

(a) If "YES", please specify type:  RETAIL  RESTAURANT  RESORT  BAR AND GRILL  MICROBREWERY

**12. LIMITED RETAIL (CLUB) LICENSE:**

**FRATERNAL CLUBS** W.S. 12-1-101(a)(iii)(B)

(a) Has the fraternal organization been actively operating in at least thirty-six (36) states?  YES  NO

(b) Has the fraternal organization been actively in existence for at least twenty (20) years?  YES  NO

**13. LIMITED RETAIL (CLUB) LICENSE:**

**VETERANS CLUBS** W.S. 12-1-101(a)(iii)(A):

(a) Does the Veteran's organization hold a charter by the Congress of the United States?  YES  NO

(b) Is the membership of the Veteran's organization comprised only of Veterans and its duly organized auxiliary?  YES  NO

**14. LIMITED RETAIL (CLUB) LICENSE:**

**GOLF CLUBS** W.S. 12-1-101(a)(iii)(D)/W.S. 12-4-301(e):

(a) Do you have more than fifty (50) bona fide members?  YES  NO

(b) Do you own, maintain, or operate a bona fide golf course together with clubhouse?  YES  NO

(c) Are you a political subdivision of the state that owns, maintains, or operates a golf course?  YES  NO

1. Are you contracting/leasing the food and beverage services? W.S. 12-5-201(g)  YES  NO

2. If Yes, have you submitted a copy of the food and beverage contract/lease?  YES  NO

15. LIMITED RETAIL (CLUB) LICENSE:

SOCIAL CLUBS W.S. 12-1-101(a)(iii)(E)/W.S. 12-4-301(b):

- (a) Do you have more than one hundred (100) bona fide members who are residents of the county in which the club is located?  YES  NO
- (b) Is the club incorporated and operating solely as a nonprofit organization under the laws of this state?  YES  NO
- (c) Is the club qualified as a tax exempt organization under the Internal Revenue Service?  YES  NO
- (d) Has the club been in continuous operation for a period of not less than one (1) year?  YES  NO
- (e) Has the club received twenty-five dollars (\$25.00) from each bona fide member as recorded by the secretary of the club and are club members at the time of this application in good standing by having paid at least one (1) full year in dues?  YES  NO
- (f) Does the club hold quarterly meetings and have an actively engaged membership carrying out the objectives of the club?  YES  NO
- (g) Have you filed a true copy of your bylaws with this application?  YES  NO
- (h) Has at least fifty one percent (51%) of the membership signed a petition indicating a desire to secure a Limited Retail Liquor License? (Petition Attached)  YES  NO

REQUIRED ATTACHMENTS:

- A statement indicating the financial condition and financial stability of the applicant W.S. 12-4-102 (a) (vi).
- Restaurants: include a drawing of the establishment that includes the dispensing room(s) W.S. 12-4-410 (f).
- Attach any lease agreements (especially for resort/political subdivisions leasing out food & beverage services) W.S. 12-4-103 (a) (iii)/ W.S. 12-4-403(b)/W.S. 12-4-301(e).
- If transferring a license from one ownership to another, a form of assignment from the current licensee to the new applicant authorizing the transfer W.S. 12-4-601 (b).

OATH OR VERIFICATION

(Requires signatures by ALL Individuals, ALL Partners, ONE (1) LLC Member, or TWO (2) Corporate Officers or Directors except that if all the stock of the corporation is owned by ONE (1) individual then that individual may sign and verify the application upon his oath, or TWO (2) Club Officers.) W.S. 12-4-102(b)

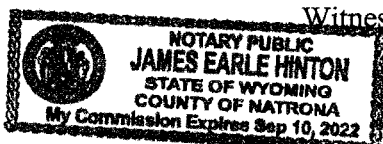
Under penalty of perjury, and the possible revocation or cancellation of the license, I swear the above stated facts, are true and accurate.

STATE OF WYOMING )  
 ) SS.  
COUNTY OF Natrona )

Signed and sworn to before me on this 8<sup>th</sup> day of March,

20 21 that the facts alleged in the foregoing instrument are true by the following:

|    |                                      |   |                         |
|----|--------------------------------------|---|-------------------------|
| 1) | <u>John D Johnson</u><br>(Signature) | <u>John D Johnson</u><br>(Printed Name) | <u>Members</u><br>Title |
| 2) | _____<br>(Signature)                 | _____<br>(Printed Name)                 | _____<br>Title          |
| 3) | _____<br>(Signature)                 | _____<br>(Printed Name)                 | _____<br>Title          |
| 4) | _____<br>(Signature)                 | _____<br>(Printed Name)                 | _____<br>Title          |
| 5) | _____<br>(Signature)                 | _____<br>(Printed Name)                 | _____<br>Title          |
| 6) | _____<br>(Signature)                 | _____<br>(Printed Name)                 | _____<br>Title          |



Witness my hand and official seal:

James Earle Hinton  
Signature of Notary Public

(SEAL)

My commission expires: 9-10-2022



# NEW OR TRANSFER LIQUOR LICENSE OR PERMIT APPLICATION

| FOR LIQUOR DIVISION USE ONLY |  |          |      |
|------------------------------|--|----------|------|
| Customer #:                  |  |          |      |
| Trf from:                    |  |          |      |
| Reviewer:                    |  | Initials | Date |
| Agent:                       |  | /        | /    |
| Chief:                       |  | /        | /    |

**To be completed by City/County Clerk**

Local License #: Bar + Grill #2

License Fees Annual Fee: \$ 10,500.00 Date filed with clerk: 03 18 2021

Prorated Fee: \$ 9925.00 Advertising Dates: (2 Weeks) April 8th, 2021 & April 11, 2021

Transfer Fee: \$ \_\_\_\_\_ Hearing Date: 04 20 2021

Publishing Fee: \$ \_\_\_\_\_

Publishing Fee Direct Billed to Applicant:

License Term: 04 1 21 2021 Through 03 1 31 2022

Month Day Year Month Day Year

**LICENSING AUTHORITY:** Begin publishing promptly. As W.S. 12-4-104(d) specifies: **NO LICENSING AUTHORITY SHALL APPROVE OR DENY THE APPLICATION UNTIL THE LIQUOR DIVISION HAS CERTIFIED THE APPLICATION IS COMPLETE.**

Applicant: FireRock Hospitality Group, LLC

Trade/Business Name (dba): FireRock Steakhouse

Building to be licensed/Building Address: 6100 E 2nd Street

Number & Street

Casper WY 82609 NATRONA

City State Zip County

Mailing Address: PO Box 50630

Number & Street or P.O. Box

Casper WY 82605

City State Zip

Business Telephone Number: (307) 265 3029 Fax Number: (307) 473-2909

E-Mail Address: Accounting@jrgrestaurants.com

Brief legal description and the zoning of the licensed building or site for licensed building: W.S. 12-4-102 (a) (vi)

McMurry Business Park #3 Lot 4 Commercial

|   |  |  |
|---|--|--|
| <b>FILING FOR</b><br><input checked="" type="checkbox"/> NEW LICENSE<br><input type="checkbox"/> TRANSFER OF LOCATION<br><input type="checkbox"/> TRANSFER OWNERSHIP<br>FORMERLY HELD BY: _____ | <b>FILING IN (CHOOSE ONLY ONE)</b><br><input checked="" type="checkbox"/> CITY OF: <u>Casper</u><br><input type="checkbox"/> COUNTY OF: _____<br><input type="checkbox"/> ASSIGNMENT LETTER ATTACHED | <b>FILING AS (CHOOSE ONLY ONE)</b><br><input type="checkbox"/> INDIVIDUAL<br><input type="checkbox"/> PARTNERSHIP<br><input type="checkbox"/> LP/LLP<br><input checked="" type="checkbox"/> LLC<br><input type="checkbox"/> CORPORATION<br><input type="checkbox"/> LTD PARTNERSHIP<br><input type="checkbox"/> ORGANIZATION<br><input type="checkbox"/> OTHER _____ |
|---|--|--|

**TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)**

|   |   |  |
|---|---|--|
| <input type="checkbox"/> RETAIL LIQUOR LICENSE ON-PREMISE ONLY (BAR)<br><input type="checkbox"/> OFF-PREMISE ONLY (PACKAGE STORE)<br><input type="checkbox"/> COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE) | <input type="checkbox"/> RESTAURANT LIQUOR LICENSE<br><input type="checkbox"/> RESORT LIQUOR LICENSE<br><input checked="" type="checkbox"/> BAR AND GRILL<br>LIMITED RETAIL (CLUB)<br><input type="checkbox"/> VETERANS CLUB<br><input type="checkbox"/> FRATERNAL CLUB<br><input type="checkbox"/> GOLF CLUB<br><input type="checkbox"/> SOCIAL CLUB | <input type="checkbox"/> MICROBREWERY<br><input type="checkbox"/> WINERY<br><input type="checkbox"/> DISTILLERY SATELLITE<br><input type="checkbox"/> WINERY SATELLITE<br><input type="checkbox"/> COUNTY RETAIL or SPECIAL MALT BEVERAGE PERMIT<br><b>SPECIAL DESIGNATIONS</b><br><input type="checkbox"/> CONVENTION FACILITY<br><input type="checkbox"/> CIVIC CENTER/EVENT CENTER/PUBLIC AUDITORIUM<br><input type="checkbox"/> GOLF CLUB<br><input type="checkbox"/> GUEST RANCH<br><input type="checkbox"/> RESORT |
|---|---|--|

To Assist the Liquor Division with scheduling inspections: **WHEN DO YOU OPERATE?**

FULL TIME (e.g. Jan through Dec) (specify months of operation) from Jan to Dec

SEASONAL/PART-TIME DAYS-OF WEEK (e.g. Mon through Sat) from Sunday to Saturday

NON-OPERATIONAL/PARKED HOURS OF OPERATION (e.g. 10a - 2a) from 11 AM to 9 PM

**ALL APPLICANTS MUST COMPLETE QUESTIONS 1-6**

1. BUILDING OWNERSHIP: Does the applicant? W.S. 12-4-103 (a) (iii)
- (1) OWN the licensed building?  YES (own)
- (2) LEASE the licensed building? (Lease must be through the term of the liquor license)  YES (lease)
- If Yes, please submit a copy of the lease and indicate:
- (A) When the lease expires, located on page 1 paragraph 4 of lease.
- (B) Where the Sales provision for alcoholic or malt beverages is located, on page 1 paragraph 8 of lease. (MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.)

2. To operate your liquor business, have you assigned, leased, transferred or contracted with any other person (entity) to operate and assert total or partial control of the license and the licensed building? W.S. 12-4-601 (b)  YES  NO
3. Does any manufacturer, brewer, rectifier, wholesaler, or through a subsidiary affiliate, officer, director or member of any such firm: W.S. 12-5-401, 12-5-402, 12-5-403
- (a) Hold any interest in the license applied for?  YES  NO
  - (b) Furnish by way of loan or any other money or financial assistance for purposes hereof in your business?  YES  NO
  - (c) Furnish, give, rent or loan any equipment, fixtures, interior decorations or signs other than standard brewery or manufacturer's signs?  YES  NO
  - (d) If you answered **YES** to any of the above, explain fully and submit any documents in connection there within:

4. Does the applicant have any interest or intent to acquire an interest in any other liquor license issued by this licensing authority? W.S. 12-4-103 (b)  YES  NO

If "YES", explain: \_\_\_\_\_

5. **If applicant is filing as an Individual, Partnership or Club:** W.S. 12-4-102 (a) (ii) & (iii)

Each individual, partner or club officer must complete the box below.

| True and Correct Name | Date of Birth | Residence Address No. & Street<br>City, State & Zip<br><i>DO NOT LIST<br/>PO BOXES</i> | Residence<br>Phone<br>Number | Have you been a<br>DOMICILED resident for<br>at least 1 year and not<br>claimed residence in any<br>other state<br>in the last year? | Have you<br>been<br>Convicted of<br>a Felony Violation?     | Have you been<br>Convicted of a<br>Violation<br>Relating<br>to Alcoholic<br>Liquor or Malt<br>Beverages? |
|-----------------------|---------------|--|------------------------------|--|---|--|
|                       |               |  |                              | YES <input type="checkbox"/><br>NO <input type="checkbox"/>  | YES <input type="checkbox"/><br>NO <input type="checkbox"/> | YES <input type="checkbox"/><br>NO <input type="checkbox"/>  |
|                       |               |  |                              | YES <input type="checkbox"/><br>NO <input type="checkbox"/>  | YES <input type="checkbox"/><br>NO <input type="checkbox"/> | YES <input type="checkbox"/><br>NO <input type="checkbox"/>  |
|                       |               |  |                              | YES <input type="checkbox"/><br>NO <input type="checkbox"/>  | YES <input type="checkbox"/><br>NO <input type="checkbox"/> | YES <input type="checkbox"/><br>NO <input type="checkbox"/>  |
|                       |               |  |                              | YES <input type="checkbox"/><br>NO <input type="checkbox"/>  | YES <input type="checkbox"/><br>NO <input type="checkbox"/> | YES <input type="checkbox"/><br>NO <input type="checkbox"/>  |
|                       |               |  |                              | YES <input type="checkbox"/><br>NO <input type="checkbox"/>  | YES <input type="checkbox"/><br>NO <input type="checkbox"/> | YES <input type="checkbox"/><br>NO <input type="checkbox"/>  |
|                       |               |  |                              | YES <input type="checkbox"/><br>NO <input type="checkbox"/>  | YES <input type="checkbox"/><br>NO <input type="checkbox"/> | YES <input type="checkbox"/><br>NO <input type="checkbox"/>  |

(If more information is required, list on a separate piece of paper and attach to this application.)

6. **If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership:** W.S. 12-4-102 (a) (iv) & (v)

Each stockholder holding, either jointly or severally, ten percent (10%) or more of the outstanding and issued capital stock of the corporation, limited liability company, limited liability partnership, or limited partnership, **and every officer, and every director** must complete the box below.

| True and Correct Name   | Date of Birth | Residence Address No. & Street<br>City, State & Zip<br><i>DO NOT LIST<br/>PO BOXES</i> | Residence<br>Phone<br>Number | No. of<br>Years in<br>Corp or<br>LLC | % of Corporate<br>Stock Held | Have you<br>been<br>Convicted of<br>a Felony<br>Violation?             | Have you been<br>Convicted of a<br>Violation<br>Relating<br>to Alcoholic<br>Liquor or Malt<br>Beverages? |
|---|---------------|--|------------------------------|--------------------------------------|------------------------------|--|--|
| Johnson Restaurant<br>Group Inc   |               |  |                              |                                      |                              | YES <input type="checkbox"/><br>NO <input checked="" type="checkbox"/> | YES <input type="checkbox"/><br>NO <input checked="" type="checkbox"/>                                   |
| * John D Johnson  |               |  |                              |                                      |                              | YES <input type="checkbox"/><br>NO <input checked="" type="checkbox"/> | YES <input type="checkbox"/><br>NO <input checked="" type="checkbox"/>                                   |
| * John D Johnson is the 100% owner of<br>Johnson Restaurant Group, Inc. |               |  |                              |                                      |                              | YES <input type="checkbox"/><br>NO <input type="checkbox"/>            | YES <input type="checkbox"/><br>NO <input type="checkbox"/>  |
|   |               |  |                              |                                      |                              | YES <input type="checkbox"/><br>NO <input type="checkbox"/>            | YES <input type="checkbox"/><br>NO <input type="checkbox"/>  |
|   |               |  |                              |                                      |                              | YES <input type="checkbox"/><br>NO <input type="checkbox"/>            | YES <input type="checkbox"/><br>NO <input type="checkbox"/>  |
|   |               |  |                              |                                      |                              | YES <input type="checkbox"/><br>NO <input type="checkbox"/>            | YES <input type="checkbox"/><br>NO <input type="checkbox"/>  |
|   |               |  |                              |                                      |                              | YES <input type="checkbox"/><br>NO <input type="checkbox"/>            | YES <input type="checkbox"/><br>NO <input type="checkbox"/>  |

(If more information is required, list on a separate piece of paper and attach to this application)

**7. BAR AND GRILL LICENSE:**

Have you submitted a valid food service permit or application? W.S. 12-4-413 (a)

YES  NO

**8. RESTAURANT LICENSE:**

(a) Give a description of the dispensing room(s) and state where it is located in the building. W.S. 12-4-408 (b)  
(e.g. 10 x 12 room in SE corner of building): \_\_\_\_\_

(b) Have you submitted a valid food service permit or application? W.S. 12-4-407 (a)

YES  NO

(c) Have you attached a drawing of the establishment that includes the restaurant dispensing room(s)? W.S. 12-4-410 (f)

YES  NO

**9. RESORT LICENSE:**

Does the resort complex:

(a) Have an actual valuation of at least one million dollars, or have you committed or expended at least one million dollars (\$1,000,000.00) on the complex, excluding the value of the land?  
W.S. 12-4-401(b)(i)

YES  NO

(b) Include a restaurant and a convention facility which will seat at least one hundred (100) persons? W.S. 12-4-401(b)(ii)

YES  NO

(c) Include motel, hotel or privately owned condominium, town house or home accommodations approved for short term occupancy with at least one hundred (100) sleeping rooms?  
W.S. 12-4-401(b)(iii)

YES  NO

(d) If no on question (c), have a ski resort facility open to the general public in which you have committed or expended at least one million dollars (\$1,000,000.00)?  
W.S. 12-4-401(b)(iv)

YES  NO

(e) Are you contracting/leasing the food and beverage services? W.S. 12-4-403(b)

1. If Yes, have you submitted a copy of the food and beverage contract/lease?

YES  NO

**10. MICROBREWERY LICENSE:**

Will the license be held in conjunction with another liquor license? W.S. 12-4-412(b)(iii)

YES  NO

(a) If "YES", please specify type:  RETAIL  RESTAURANT  RESORT  BAR AND GRILL  WINERY

(b) Do you self distribute your products? W.S. 12-2-201(a)  
(Requires wholesaler license with the Liquor Division)

YES  NO

(c) Do you distribute your products through an existing malt beverage wholesaler?  
W.S. 12-2-201(g)(i) (Requires authorization to sell license with the Liquor Division)

YES  NO

**11. WINERY LICENSE:**

Will the license be held in conjunction with another liquor license? W.S. 12-4-412(b)(iii)

YES  NO

(a) If "YES", please specify type:  RETAIL  RESTAURANT  RESORT  BAR AND GRILL  MICROBREWERY

**12. LIMITED RETAIL (CLUB) LICENSE:**

**FRATERNAL CLUBS** W.S. 12-1-101(a)(iii)(B)

(a) Has the fraternal organization been actively operating in at least thirty-six (36) states?  YES  NO

(b) Has the fraternal organization been actively in existence for at least twenty (20) years?  YES  NO

**13. LIMITED RETAIL (CLUB) LICENSE:**

**VETERANS CLUBS** W.S. 12-1-101(a)(iii)(A):

(a) Does the Veteran's organization hold a charter by the Congress of the United States?  YES  NO

(b) Is the membership of the Veteran's organization comprised only of Veterans and its duly organized auxiliary?  YES  NO

**14. LIMITED RETAIL (CLUB) LICENSE:**

**GOLF CLUBS** W.S. 12-1-101(a)(iii)(D)/W.S. 12-4-301(e):

(a) Do you have more than fifty (50) bona fide members?  YES  NO

(b) Do you own, maintain, or operate a bona fide golf course together with clubhouse?  YES  NO

(c) Are you a political subdivision of the state that owns, maintains, or operates a golf course?  YES  NO

1. Are you contracting/leasing the food and beverage services? W.S. 12-5-201(g)  YES  NO

2. If Yes, have you submitted a copy of the food and beverage contract/lease?  YES  NO

15. LIMITED RETAIL (CLUB) LICENSE:

SOCIAL CLUBS W.S. 12-1-101(a)(iii)(E)/W.S. 12-4-301(b):

- (a) Do you have more than one hundred (100) bona fide members who are residents of the county in which the club is located?  YES  NO
- (b) Is the club incorporated and operating solely as a nonprofit organization under the laws of this state?  YES  NO
- (c) Is the club qualified as a tax exempt organization under the Internal Revenue Service?  YES  NO
- (d) Has the club been in continuous operation for a period of not less than one (1) year?  YES  NO
- (e) Has the club received twenty-five dollars (\$25.00) from each bona fide member as recorded by the secretary of the club and are club members at the time of this application in good standing by having paid at least one (1) full year in dues?  YES  NO
- (f) Does the club hold quarterly meetings and have an actively engaged membership carrying out the objectives of the club?  YES  NO
- (g) Have you filed a true copy of your bylaws with this application?  YES  NO
- (h) Has at least fifty one percent (51%) of the membership signed a petition indicating a desire to secure a Limited Retail Liquor License? (Petition Attached)  YES  NO

REQUIRED ATTACHMENTS:

- A statement indicating the financial condition and financial stability of the applicant W.S. 12-4-102 (a) (vi).
- Restaurants: include a drawing of the establishment that includes the dispensing room(s) W.S. 12-4-410 (f).
- Attach any lease agreements (especially for resort/political subdivisions leasing out food & beverage services) W.S. 12-4-103 (a) (iii)/ W.S. 12-4-403(b)/W.S. 12-4-301(e).
- If transferring a license from one ownership to another, a form of assignment from the current licensee to the new applicant authorizing the transfer W.S. 12-4-601 (b).

OATH OR VERIFICATION

(Requires signatures by ALL Individuals, ALL Partners, ONE (1) LLC Member, or TWO (2) Corporate Officers or Directors except that if all the stock of the corporation is owned by ONE (1) individual then that individual may sign and verify the application upon his oath, or TWO (2) Club Officers.) W.S. 12-4-102(b)

Under penalty of perjury, and the possible revocation or cancellation of the license, I swear the above stated facts, are true and accurate.

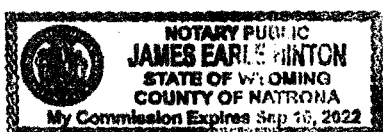
STATE OF WYOMING )  
 ) SS.  
COUNTY OF Natrona )

Signed and sworn to before me on this 8<sup>th</sup> day of March,

20 21 that the facts alleged in the foregoing instrument are true by the following:

|    |                                      |   |                        |
|----|--------------------------------------|---|------------------------|
| 1) | <u>John D Johnson</u><br>(Signature) | <u>John D Johnson</u><br>(Printed Name) | <u>Member</u><br>Title |
| 2) | _____<br>(Signature)                 | _____<br>(Printed Name)                 | _____<br>Title         |
| 3) | _____<br>(Signature)                 | _____<br>(Printed Name)                 | _____<br>Title         |
| 4) | _____<br>(Signature)                 | _____<br>(Printed Name)                 | _____<br>Title         |
| 5) | _____<br>(Signature)                 | _____<br>(Printed Name)                 | _____<br>Title         |
| 6) | _____<br>(Signature)                 | _____<br>(Printed Name)                 | _____<br>Title         |

Witness my hand and official seal:



James Earl Hinton  
Signature of Notary Public

(SEAL)

My commission expires: 9-10-2022

# NEW OR TRANSFER LIQUOR LICENSE OR PERMIT APPLICATION

| FOR LIQUOR DIVISION USE ONLY |          |      |   |
|------------------------------|----------|------|---|
| Customer #:                  |          |      |   |
| Trf from:                    |          |      |   |
| Reviewer:                    | Initials | Date |   |
| Agent:                       |          | /    | / |
| Chief:                       |          | /    | / |

**To be completed by City/County Clerk**

Local License #: Retail #15

License Fees Annual Fee: \$ 1500.00 Date filed with clerk: 03 18 2021

Prorated Fee: \$ 100.00 Advertising Dates: (2 Weeks) April 8, 2021 & April 11, 2021

Transfer Fee: \$ \_\_\_\_\_ Hearing Date: 04 120 2021

Publishing Fee: \$ \_\_\_\_\_

Publishing Fee Direct Billed to Applicant:

License Term: 07 1 21 2021 Through 03 1 31 2022

Month Day Year Month Day Year

LICENSING AUTHORITY: Begin publishing promptly. As W.S. 12-4-104(d) specifies: **NO LICENSING AUTHORITY SHALL APPROVE OR DENY THE APPLICATION UNTIL THE LIQUOR DIVISION HAS CERTIFIED THE APPLICATION IS COMPLETE.**

Applicant: Wyoming Liquor, LLC

Trade/Business Name (dba): Wyoming Discount Liquor

Building to be licensed/Building Address: 4330 E 2nd St

Number & Street

Casper WY 82609 Natrona

City State Zip County

Mailing Address: PO Box 50630

Number & Street or P.O. Box

Casper WY 82605

City State Zip

Business Telephone Number: (307) 265 3029 Fax Number: (307) 473 2909

E-Mail Address: Accounting@jrgrestaurants.com

Brief legal description and the zoning of the licensed building or site for licensed building: W.S. 12-4-102 (a) (vi)

\* Wyoming Standard (Rpl) lot 4 commercial

|  |  |   |
|--|--|---|
| <p><b>FILING FOR</b></p> <p><input type="checkbox"/> NEW LICENSE</p> <p><input checked="" type="checkbox"/> TRANSFER OF LOCATION</p> | <p><b>FILING IN (CHOOSE ONLY ONE)</b></p> <p><input checked="" type="checkbox"/> CITY OF: <u>Casper</u></p> <p><input type="checkbox"/> COUNTY OF: _____</p> | <p><b>FILING AS (CHOOSE ONLY ONE)</b></p> <p><input type="checkbox"/> INDIVIDUAL</p> <p><input type="checkbox"/> PARTNERSHIP</p> <p><input type="checkbox"/> LP/LLP</p> <p><input checked="" type="checkbox"/> LLC</p> <p><input type="checkbox"/> CORPORATION</p> <p><input type="checkbox"/> LTD PARTNERSHIP</p> <p><input type="checkbox"/> ORGANIZATION</p> <p><input type="checkbox"/> OTHER _____</p> |
| <p><input checked="" type="checkbox"/> TRANSFER OWNERSHIP</p> <p>FORMERLY HELD BY: <u>OC Casper, LLC</u></p>                         |  | <p><input type="checkbox"/> ASSIGNMENT LETTER ATTACHED</p>  |

**TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)**

|  |   |   |
|--|---|---|
| <p>RETAIL LIQUOR LICENSE</p> <p><input type="checkbox"/> ON-PREMISE ONLY (BAR)</p> <p><input checked="" type="checkbox"/> OFF-PREMISE ONLY (PACKAGE STORE)</p> <p><input type="checkbox"/> COMBINATION ON/OFF PREMISE (BOTH BAR &amp; PACKAGE STORE)</p> | <p><input type="checkbox"/> RESTAURANT LIQUOR LICENSE</p> <p><input type="checkbox"/> RESORT LIQUOR LICENSE</p> <p><input type="checkbox"/> BAR AND GRILL</p> <p>LIMITED RETAIL (CLUB)</p> <p><input type="checkbox"/> VETERANS CLUB</p> <p><input type="checkbox"/> FRATERNAL CLUB</p> <p><input type="checkbox"/> GOLF CLUB</p> <p><input type="checkbox"/> SOCIAL CLUB</p> | <p><input type="checkbox"/> MICROBREWERY</p> <p><input type="checkbox"/> WINERY</p> <p><input type="checkbox"/> DISTILLERY SATELLITE</p> <p><input type="checkbox"/> WINERY SATELLITE</p> <p><input type="checkbox"/> COUNTY RETAIL or SPECIAL MALT BEVERAGE PERMIT</p> <p><b>SPECIAL DESIGNATIONS</b></p> <p><input type="checkbox"/> CONVENTION FACILITY</p> <p><input type="checkbox"/> CIVIC CENTER/EVENT CENTER/PUBLIC AUDITORIUM</p> <p><input type="checkbox"/> GOLF CLUB</p> <p><input type="checkbox"/> GUEST RANCH</p> <p><input type="checkbox"/> RESORT</p> |
|--|---|---|

To Assist the Liquor Division with scheduling inspections: **WHEN DO YOU OPERATE?**

FULL TIME (e.g. Jan through Dec)  SEASONAL/PART-TIME  NON-OPERATIONAL/PARKED

(specify months of operation) DAYS OF WEEK (e.g. Mon through Sat) HOURS OF OPERATION (e.g. 10a - 2a)

from \_\_\_\_\_ to \_\_\_\_\_ from \_\_\_\_\_ to \_\_\_\_\_ from \_\_\_\_\_ to \_\_\_\_\_

**ALL APPLICANTS MUST COMPLETE QUESTIONS 1- 5**

1. BUILDING OWNERSHIP: Does the applicant? W.S. 12-4-103 (a) (iii)
- (1) OWN the licensed building?  YES (own)
- (2) LEASE the licensed building? (Lease must be through the term of the liquor license)  YES (lease)
- If Yes, please submit a copy of the lease and indicate:
- (A) When the lease expires, located on page 1 paragraph 4 of lease.
- (B) Where the Sales provision for alcoholic or malt beverages is located, on page 1 paragraph 8 of lease. (MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.)

2. To operate your liquor business, have you assigned, leased, transferred or contracted with any other person (entity) to operate and assert total or partial control of the license and the licensed building? W.S. 12-4-601 (b)  YES  NO
3. Does any manufacturer, brewer, rectifier, wholesaler, or through a subsidiary affiliate, officer, director or member of any such firm: W.S. 12-5-401, 12-5-402, 12-5-403
- (a) Hold any interest in the license applied for?  YES  NO
  - (b) Furnish by way of loan or any other money or financial assistance for purposes hereof in your business?  YES  NO
  - (c) Furnish, give, rent or loan any equipment, fixtures, interior decorations or signs other than standard brewery or manufacturer's signs?  YES  NO
  - (d) If you answered **YES** to any of the above, explain fully and submit any documents in connection there within:
- 
4. Does the applicant have any interest or intent to acquire an interest in any other liquor license issued by this licensing authority? W.S. 12-4-103 (b)  YES  NO
- If "YES", explain: \_\_\_\_\_

5. **If applicant is filing as an Individual, Partnership or Club:** W.S. 12-4-102 (a) (ii) & (iii)

Each individual, partner or club officer must complete the box below.

| True and Correct Name | Date of Birth | Residence Address No. & Street City, State & Zip<br><i>DO NOT LIST PO BOXES</i> | Residence Phone Number | Have you been a DOMICILED resident for at least 1 year and not claimed residence in any other state in the last year? | Have you been Convicted of a Felony Violation?              | Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages? |
|-----------------------|---------------|---|------------------------|---|---|--|
|                       |               |   |                        | YES <input type="checkbox"/><br>NO <input type="checkbox"/>   | YES <input type="checkbox"/><br>NO <input type="checkbox"/> | YES <input type="checkbox"/><br>NO <input type="checkbox"/>                            |
|                       |               |   |                        | YES <input type="checkbox"/><br>NO <input type="checkbox"/>   | YES <input type="checkbox"/><br>NO <input type="checkbox"/> | YES <input type="checkbox"/><br>NO <input type="checkbox"/>                            |
|                       |               |   |                        | YES <input type="checkbox"/><br>NO <input type="checkbox"/>   | YES <input type="checkbox"/><br>NO <input type="checkbox"/> | YES <input type="checkbox"/><br>NO <input type="checkbox"/>                            |
|                       |               |   |                        | YES <input type="checkbox"/><br>NO <input type="checkbox"/>   | YES <input type="checkbox"/><br>NO <input type="checkbox"/> | YES <input type="checkbox"/><br>NO <input type="checkbox"/>                            |
|                       |               |   |                        | YES <input type="checkbox"/><br>NO <input type="checkbox"/>   | YES <input type="checkbox"/><br>NO <input type="checkbox"/> | YES <input type="checkbox"/><br>NO <input type="checkbox"/>                            |
|                       |               |   |                        | YES <input type="checkbox"/><br>NO <input type="checkbox"/>   | YES <input type="checkbox"/><br>NO <input type="checkbox"/> | YES <input type="checkbox"/><br>NO <input type="checkbox"/>                            |

(If more information is required, list on a separate piece of paper and attach to this application.)

6. **If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership:** W.S. 12-4-102 (a) (iv) & (v)

Each stockholder holding, either jointly or severally, ten percent (10%) or more of the outstanding and issued capital stock of the corporation, limited liability company, limited liability partnership, or limited partnership, and every officer, and every director must complete the box below.

| True and Correct Name | Date of Birth | Residence Address No. & Street City, State & Zip<br><i>DO NOT LIST PO BOXES</i> | Residence Phone Number | No. of Years in Corp or LLC | % of Corporate Stock Held | Have you been Convicted of a Felony Violation?                         | Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages? |
|-----------------------|---------------|---|------------------------|-----------------------------|---------------------------|--|--|
| John D Johnson        |               |   |                        |                             |                           | YES <input type="checkbox"/><br>NO <input checked="" type="checkbox"/> | YES <input type="checkbox"/><br>NO <input checked="" type="checkbox"/>                 |
| Andrew A Czellecz     |               |   |                        |                             |                           | YES <input type="checkbox"/><br>NO <input checked="" type="checkbox"/> | YES <input type="checkbox"/><br>NO <input checked="" type="checkbox"/>                 |
|                       |               |   |                        |                             |                           | YES <input type="checkbox"/><br>NO <input type="checkbox"/>            | YES <input type="checkbox"/><br>NO <input type="checkbox"/>                            |
|                       |               |   |                        |                             |                           | YES <input type="checkbox"/><br>NO <input type="checkbox"/>            | YES <input type="checkbox"/><br>NO <input type="checkbox"/>                            |
|                       |               |   |                        |                             |                           | YES <input type="checkbox"/><br>NO <input type="checkbox"/>            | YES <input type="checkbox"/><br>NO <input type="checkbox"/>                            |
|                       |               |   |                        |                             |                           | YES <input type="checkbox"/><br>NO <input type="checkbox"/>            | YES <input type="checkbox"/><br>NO <input type="checkbox"/>                            |
|                       |               |   |                        |                             |                           | YES <input type="checkbox"/><br>NO <input type="checkbox"/>            | YES <input type="checkbox"/><br>NO <input type="checkbox"/>                            |

(If more information is required, list on a separate piece of paper and attach to this application)

**7. BAR AND GRILL LICENSE:**

Have you submitted a valid food service permit or application? W.S. 12-4-413 (a)  YES  NO

**8. RESTAURANT LICENSE:**

(a) Give a description of the dispensing room(s) and state where it is located in the building. W.S. 12-4-408 (b) (e.g. 10 x 12 room in SE corner of building): \_\_\_\_\_

(b) Have you submitted a valid food service permit or application? W.S. 12-4-407 (a)  YES  NO

(c) Have you attached a drawing of the establishment that includes the restaurant dispensing room(s)? W.S. 12-4-410 (f)  YES  NO

**9. RESORT LICENSE:**

Does the resort complex:

(a) Have an actual valuation of at least one million dollars, or have you committed or expended at least one million dollars (\$1,000,000.00) on the complex, excluding the value of the land? W.S. 12-4-401(b)(i)  YES  NO

(b) Include a restaurant and a convention facility which will seat at least one hundred (100) persons? W.S. 12-4-401(b)(ii)  YES  NO

(c) Include motel, hotel or privately owned condominium, town house or home accommodations approved for short term occupancy with at least one hundred (100) sleeping rooms? W.S. 12-4-401(b)(iii)  YES  NO

(d) If no on question (c), have a ski resort facility open to the general public in which you have committed or expended at least one million dollars (\$1,000,000.00)? W.S. 12-4-401(b)(iv)  YES  NO

(e) Are you contracting/leasing the food and beverage services? W.S. 12-4-403(b)  
 1. If Yes, have you submitted a copy of the food and beverage contract/lease?  YES  NO

**10. MICROBREWERY LICENSE:**

Will the license be held in conjunction with another liquor license? W.S. 12-4-412(b)(iii)  YES  NO

(a) If "YES", please specify type:  RETAIL  RESTAURANT  RESORT  BAR AND GRILL  WINERY

(b) Do you self distribute your products? W.S. 12-2-201(a) (Requires wholesaler license with the Liquor Division)  YES  NO

(c) Do you distribute your products through an existing malt beverage wholesaler? W.S. 12-2-201(g)(i) (Requires authorization to sell license with the Liquor Division)  YES  NO

**11. WINERY LICENSE:**

Will the license be held in conjunction with another liquor license? W.S. 12-4-412(b)(iii)  YES  NO

(a) If "YES", please specify type:  RETAIL  RESTAURANT  RESORT  BAR AND GRILL  MICROBREWERY

**12. LIMITED RETAIL (CLUB) LICENSE:**

**FRATERNAL CLUBS** W.S. 12-1-101(a)(iii)(B)

(a) Has the fraternal organization been actively operating in at least thirty-six (36) states?  YES  NO

(b) Has the fraternal organization been actively in existence for at least twenty (20) years?  YES  NO

**13. LIMITED RETAIL (CLUB) LICENSE:**

**VETERANS CLUBS** W.S. 12-1-101(a)(iii)(A):

(a) Does the Veteran's organization hold a charter by the Congress of the United States?  YES  NO

(b) Is the membership of the Veteran's organization comprised only of Veterans and its duly organized auxiliary?  YES  NO

**14. LIMITED RETAIL (CLUB) LICENSE:**

**GOLF CLUBS** W.S. 12-1-101(a)(iii)(D)/W.S. 12-4-301(e):

(a) Do you have more than fifty (50) bona fide members?  YES  NO

(b) Do you own, maintain, or operate a bona fide golf course together with clubhouse?  YES  NO

(c) Are you a political subdivision of the state that owns, maintains, or operates a golf course?  YES  NO

1. Are you contracting/leasing the food and beverage services? W.S. 12-5-201(g)  YES  NO

2. If Yes, have you submitted a copy of the food and beverage contract/lease?  YES  NO

15. LIMITED RETAIL (CLUB) LICENSE:

SOCIAL CLUBS W.S. 12-1-101(a)(iii)(E)/W.S. 12-4-301(b):

- (a) Do you have more than one hundred (100) bona fide members who are residents of the county in which the club is located?  YES  NO
- (b) Is the club incorporated and operating solely as a nonprofit organization under the laws of this state?  YES  NO
- (c) Is the club qualified as a tax exempt organization under the Internal Revenue Service?  YES  NO
- (d) Has the club been in continuous operation for a period of not less than one (1) year?  YES  NO
- (e) Has the club received twenty-five dollars (\$25.00) from each bona fide member as recorded by the secretary of the club and are club members at the time of this application in good standing by having paid at least one (1) full year in dues?  YES  NO
- (f) Does the club hold quarterly meetings and have an actively engaged membership carrying out the objectives of the club?  YES  NO
- (g) Have you filed a true copy of your bylaws with this application?  YES  NO
- (h) Has at least fifty one percent (51%) of the membership signed a petition indicating a desire to secure a Limited Retail Liquor License? (Petition Attached)  YES  NO

REQUIRED ATTACHMENTS:

- A statement indicating the financial condition and financial stability of the applicant W.S. 12-4-102 (a) (vi).
- Restaurants: include a drawing of the establishment that includes the dispensing room(s) W.S. 12-4-410 (f).
- Attach any lease agreements (especially for resort/political subdivisions leasing out food & beverage services) W.S. 12-4-103 (a) (iii)/ W.S. 12-4-403(b)/W.S. 12-4-301(e).
- If transferring a license from one ownership to another, a form of assignment from the current licensee to the new applicant authorizing the transfer W.S. 12-4-601 (b).

OATH OR VERIFICATION

(Requires signatures by ALL Individuals, ALL Partners, ONE (1) LLC Member, or TWO (2) Corporate Officers or Directors except that if all the stock of the corporation is owned by ONE (1) individual then that individual may sign and verify the application upon his oath, or TWO (2) Club Officers.) W.S. 12-4-102(b)

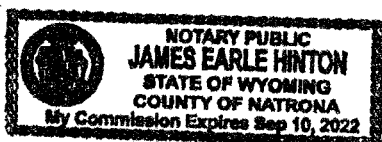
Under penalty of perjury, and the possible revocation or cancellation of the license, I swear the above stated facts, are true and accurate.

STATE OF WYOMING )  
 ) SS.  
COUNTY OF Natrona )

Signed and sworn to before me on this 8<sup>th</sup> day of March, 2021 that the facts alleged in the foregoing instrument are true by the following:

|    |                                      |   |                        |
|----|--------------------------------------|---|------------------------|
| 1) | <u>John D Johnson</u><br>(Signature) | <u>John D Johnson</u><br>(Printed Name) | <u>Member</u><br>Title |
| 2) | _____<br>(Signature)                 | _____<br>(Printed Name)                 | _____<br>Title         |
| 3) | _____<br>(Signature)                 | _____<br>(Printed Name)                 | _____<br>Title         |
| 4) | _____<br>(Signature)                 | _____<br>(Printed Name)                 | _____<br>Title         |
| 5) | _____<br>(Signature)                 | _____<br>(Printed Name)                 | _____<br>Title         |
| 6) | _____<br>(Signature)                 | _____<br>(Printed Name)                 | _____<br>Title         |

Witness my hand and official seal:



James Earle Hinton  
Signature of Notary Public

(SEAL)

My commission expires: 9-10-2022



# NEW OR TRANSFER LIQUOR LICENSE OR PERMIT APPLICATION

| FOR LIQUOR DIVISION USE ONLY |          |      |
|------------------------------|----------|------|
| Customer #:                  |          |      |
| Trf from:                    |          |      |
| Reviewer:                    | Initials | Date |
| Agent:                       |          | / /  |
| Chief:                       |          | / /  |

**To be completed by City/County Clerk**

Local License #: Bar + Grill #12

License Fees Annual Fee: \$ 10,500.00 Date filed with clerk: 03 10 8 12021

Prorated Fee: \$ 9,925.00 Advertising Dates: (2 Weeks)

Transfer Fee: \$ \_\_\_\_\_ April 8, 2021 & April 11, 2021

Publishing Fee: \$ \_\_\_\_\_ Hearing Date: 04 120 12021

Publishing Fee Direct Billed to Applicant:

License Term: 04 1 21 12021 Through 03 1 31 12022  
Month Day Year Month Day Year

LICENSING AUTHORITY: Begin publishing promptly. As W.S. 12-4-104(d) specifies: **NO LICENSING AUTHORITY SHALL APPROVE OR DENY THE APPLICATION UNTIL THE LIQUOR DIVISION HAS CERTIFIED THE APPLICATION IS COMPLETE.**

Applicant: OC Casper LLC

Trade/Business Name (dba): Old Chicago Restaurant

Building to be licensed/Building Address: 3580 E 2nd Street  
Number & Street

Casper WY 82609 Natrona  
City State Zip County

Mailing Address: PO Box 50630  
Number & Street or P.O. Box

Casper WY 82605  
City State Zip

Business Telephone Number: (307) 265 3029 Fax Number: (307) 473-2909

E-Mail Address: Accounting@jrgrestaurants.com

Brief legal description and the zoning of the licensed building or site for licensed building: W.S. 12-4-102 (a) (vi)  
Casper Retail Center Lot 1 Exc Tr in SE Corner Commercial

|  |  |   |
|--|--|---|
| <p><b>FILING FOR</b></p> <p><input checked="" type="checkbox"/> NEW LICENSE</p> <p><input type="checkbox"/> TRANSFER OF LOCATION</p>         | <p><b>FILING IN (CHOOSE ONLY ONE)</b></p> <p><input checked="" type="checkbox"/> CITY OF: <u>Casper</u></p> <p><input type="checkbox"/> COUNTY OF: _____</p> | <p><b>FILING AS (CHOOSE ONLY ONE)</b></p> <p><input type="checkbox"/> INDIVIDUAL</p> <p><input type="checkbox"/> PARTNERSHIP</p> <p><input type="checkbox"/> LP/LLP</p> <p><input checked="" type="checkbox"/> LLC</p> <p><input type="checkbox"/> CORPORATION</p> <p><input type="checkbox"/> LTD PARTNERSHIP</p> <p><input type="checkbox"/> ORGANIZATION</p> <p><input type="checkbox"/> OTHER _____</p> |
| <p><input type="checkbox"/> TRANSFER OWNERSHIP</p> <p><input type="checkbox"/> ASSIGNMENT LETTER ATTACHED</p> <p>FORMERLY HELD BY: _____</p> |  |   |

**TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)**

|  |  |   |
|--|--|---|
| <p><input type="checkbox"/> RETAIL LIQUOR LICENSE ON-PREMISE ONLY (BAR)</p> <p><input type="checkbox"/> OFF-PREMISE ONLY (PACKAGE STORE)</p> <p><input type="checkbox"/> COMBINATION ON/OFF PREMISE (BOTH BAR &amp; PACKAGE STORE)</p> | <p><input type="checkbox"/> RESTAURANT LIQUOR LICENSE</p> <p><input type="checkbox"/> RESORT LIQUOR LICENSE</p> <p><input checked="" type="checkbox"/> BAR AND GRILL</p> <p>LIMITED RETAIL (CLUB)</p> <p><input type="checkbox"/> VETERANS CLUB</p> <p><input type="checkbox"/> FRATERNAL CLUB</p> <p><input type="checkbox"/> GOLF CLUB</p> <p><input type="checkbox"/> SOCIAL CLUB</p> | <p><input type="checkbox"/> MICROBREWERY</p> <p><input type="checkbox"/> WINERY</p> <p><input type="checkbox"/> DISTILLERY SATELLITE</p> <p><input type="checkbox"/> WINERY SATELLITE</p> <p><input type="checkbox"/> COUNTY RETAIL or SPECIAL MALT BEVERAGE PERMIT</p> <p><b>SPECIAL DESIGNATIONS</b></p> <p><input type="checkbox"/> CONVENTION FACILITY</p> <p><input type="checkbox"/> CIVIC CENTER/EVENT CENTER/PUBLIC AUDITORIUM</p> <p><input type="checkbox"/> GOLF CLUB</p> <p><input type="checkbox"/> GUEST RANCH</p> <p><input type="checkbox"/> RESORT</p> |
|--|--|---|

To Assist the Liquor Division with scheduling inspections: **WHEN DO YOU OPERATE?**

FULL TIME (e.g. Jan through Dec) (specify months of operation) from Jan to Dec

SEASONAL/PART-TIME DAYS OF WEEK (e.g. Mon through Sat) from Sunday to Saturday

NON-OPERATIONAL/PARKED HOURS OF OPERATION (e.g. 10a - 2a) from 11A to 9P

**ALL APPLICANTS MUST COMPLETE QUESTIONS 1-6**

1. BUILDING OWNERSHIP: Does the applicant? W.S. 12-4-103 (a) (iii)
- (1) OWN the licensed building?  YES (own)
- (2) LEASE the licensed building? (Lease must be through the term of the liquor license)  YES (lease)
- If Yes, please submit a copy of the lease and indicate:
- (A) When the lease expires, located on page 1 paragraph 4 of lease.
- (B) Where the Sales provision for alcoholic or malt beverages is located, on page 1 paragraph 8 of lease. (MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.)

2. To operate your liquor business, have you assigned, leased, transferred or contracted with any other person (entity) to operate and assert total or partial control of the license and the licensed building? W.S. 12-4-601 (b)  YES  NO
3. Does any manufacturer, brewer, rectifier, wholesaler, or through a subsidiary affiliate, officer, director or member of any such firm: W.S. 12-5-401, 12-5-402, 12-5-403
- (a) Hold any interest in the license applied for?  YES  NO
  - (b) Furnish by way of loan or any other money or financial assistance for purposes hereof in your business?  YES  NO
  - (c) Furnish, give, rent or loan any equipment, fixtures, interior decorations or signs other than standard brewery or manufacturer's signs?  YES  NO
  - (d) If you answered **YES** to any of the above, explain fully and submit any documents in connection there within:

4. Does the applicant have any interest or intent to acquire an interest in any other liquor license issued by this licensing authority? W.S. 12-4-103 (b)  YES  NO
- If "YES", explain: \_\_\_\_\_

5. **If applicant is filing as an Individual, Partnership or Club:** W.S. 12-4-102 (a) (ii) & (iii)
- Each individual, partner or club officer must complete the box below.

| True and Correct Name | Date of Birth | Residence Address No. & Street City, State & Zip<br><i>DO NOT LIST PO BOXES</i> | Residence Phone Number | Have you been a DOMICILED resident for at least 1 year and not claimed residence in any other state in the last year? | Have you been Convicted of a Felony Violation?              | Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages? |
|-----------------------|---------------|---|------------------------|---|---|--|
|                       |               |   |                        | YES <input type="checkbox"/><br>NO <input type="checkbox"/>   | YES <input type="checkbox"/><br>NO <input type="checkbox"/> | YES <input type="checkbox"/><br>NO <input type="checkbox"/>                            |
|                       |               |   |                        | YES <input type="checkbox"/><br>NO <input type="checkbox"/>   | YES <input type="checkbox"/><br>NO <input type="checkbox"/> | YES <input type="checkbox"/><br>NO <input type="checkbox"/>                            |
|                       |               |   |                        | YES <input type="checkbox"/><br>NO <input type="checkbox"/>   | YES <input type="checkbox"/><br>NO <input type="checkbox"/> | YES <input type="checkbox"/><br>NO <input type="checkbox"/>                            |
|                       |               |   |                        | YES <input type="checkbox"/><br>NO <input type="checkbox"/>   | YES <input type="checkbox"/><br>NO <input type="checkbox"/> | YES <input type="checkbox"/><br>NO <input type="checkbox"/>                            |
|                       |               |   |                        | YES <input type="checkbox"/><br>NO <input type="checkbox"/>   | YES <input type="checkbox"/><br>NO <input type="checkbox"/> | YES <input type="checkbox"/><br>NO <input type="checkbox"/>                            |
|                       |               |   |                        | YES <input type="checkbox"/><br>NO <input type="checkbox"/>   | YES <input type="checkbox"/><br>NO <input type="checkbox"/> | YES <input type="checkbox"/><br>NO <input type="checkbox"/>                            |

(If more information is required, list on a separate piece of paper and attach to this application.)

6. **If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership:** W.S. 12-4-102 (a) (iv) & (v)

Each stockholder holding, either jointly or severally, ten percent (10%) or more of the outstanding and issued capital stock of the corporation, limited liability company, limited liability partnership, or limited partnership, **and every officer, and every director** must complete the box below.

| True and Correct Name   | Date of Birth | Residence Address No. & Street City, State & Zip<br><i>DO NOT LIST PO BOXES</i> | Residence Phone Number | No. of Years in Corp or LLC | % of Corporate Stock Held | Have you been Convicted of a Felony Violation?                         | Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages? |
|---|---------------|---|------------------------|-----------------------------|---------------------------|--|--|
| Johnson Restaurant Group, Inc                                       |               |   |                        |                             |                           | YES <input type="checkbox"/><br>NO <input checked="" type="checkbox"/> | YES <input type="checkbox"/><br>NO <input checked="" type="checkbox"/>                 |
| * John D Johnson  |               |   |                        |                             |                           | YES <input type="checkbox"/><br>NO <input checked="" type="checkbox"/> | YES <input type="checkbox"/><br>NO <input checked="" type="checkbox"/>                 |
| * John D Johnson is the sole owner of Johnson Restaurant Group, Inc |               |   |                        |                             |                           | YES <input type="checkbox"/><br>NO <input type="checkbox"/>            | YES <input type="checkbox"/><br>NO <input type="checkbox"/>                            |
|   |               |   |                        |                             |                           | YES <input type="checkbox"/><br>NO <input type="checkbox"/>            | YES <input type="checkbox"/><br>NO <input type="checkbox"/>                            |
|   |               |   |                        |                             |                           | YES <input type="checkbox"/><br>NO <input type="checkbox"/>            | YES <input type="checkbox"/><br>NO <input type="checkbox"/>                            |
|   |               |   |                        |                             |                           | YES <input type="checkbox"/><br>NO <input type="checkbox"/>            | YES <input type="checkbox"/><br>NO <input type="checkbox"/>                            |
|   |               |   |                        |                             |                           | YES <input type="checkbox"/><br>NO <input type="checkbox"/>            | YES <input type="checkbox"/><br>NO <input type="checkbox"/>                            |

(If more information is required, list on a separate piece of paper and attach to this application)

**7. BAR AND GRILL LICENSE:**

Have you submitted a valid food service permit or application? W.S. 12-4-413 (a)

 YES  NO**8. RESTAURANT LICENSE:**(a) Give a description of the dispensing room(s) and state where it is located in the building. W.S. 12-4-408 (b)  
(e.g. 10 x 12 room in SE corner of building): \_\_\_\_\_

(b) Have you submitted a valid food service permit or application? W.S. 12-4-407 (a)

 YES  NO

(c) Have you attached a drawing of the establishment that includes the restaurant dispensing room(s)? W.S. 12-4-410 (f)

 YES  NO**9. RESORT LICENSE:**

Does the resort complex:

(a) Have an actual valuation of at least one million dollars, or have you committed or expended at least one million dollars (\$1,000,000.00) on the complex, excluding the value of the land?  
W.S. 12-4-401(b)(i) YES  NO

(b) Include a restaurant and a convention facility which will seat at least one hundred (100) persons? W.S. 12-4-401(b)(ii)

 YES  NO(c) Include motel, hotel or privately owned condominium, town house or home accommodations approved for short term occupancy with at least one hundred (100) sleeping rooms?  
W.S. 12-4-401(b)(iii) YES  NO(d) If no on question (c), have a ski resort facility open to the general public in which you have committed or expended at least one million dollars (\$1,000,000.00)?  
W.S. 12-4-401(b)(iv) YES  NO

(e) Are you contracting/leasing the food and beverage services? W.S. 12-4-403(b)

1. If Yes, have you submitted a copy of the food and beverage contract/lease?

 YES  NO**10. MICROBREWERY LICENSE:**

Will the license be held in conjunction with another liquor license? W.S. 12-4-412(b)(iii)

 YES  NO(a) If "YES", please specify type:  RETAIL  RESTAURANT  RESORT  BAR AND GRILL  WINERY(b) Do you self distribute your products? W.S. 12-2-201(a)  
(Requires wholesaler license with the Liquor Division) YES  NO(c) Do you distribute your products through an existing malt beverage wholesaler?  
W.S. 12-2-201(g)(i) (Requires authorization to sell license with the Liquor Division) YES  NO**11. WINERY LICENSE:**

Will the license be held in conjunction with another liquor license? W.S. 12-4-412(b)(iii)

 YES  NO(a) If "YES", please specify type:  RETAIL  RESTAURANT  RESORT  BAR AND GRILL  MICROBREWERY**12. LIMITED RETAIL (CLUB) LICENSE:****FRATERNAL CLUBS** W.S. 12-1-101(a)(iii)(B)(a) Has the fraternal organization been actively operating in at least thirty-six (36) states?  YES  NO(b) Has the fraternal organization been actively in existence for at least twenty (20) years?  YES  NO**13. LIMITED RETAIL (CLUB) LICENSE:****VETERANS CLUBS** W.S. 12-1-101(a)(iii)(A):(a) Does the Veteran's organization hold a charter by the Congress of the United States?  YES  NO(b) Is the membership of the Veteran's organization comprised only of Veterans and its duly organized auxiliary?  YES  NO**14. LIMITED RETAIL (CLUB) LICENSE:****GOLF CLUBS** W.S. 12-1-101(a)(iii)(D)/W.S. 12-4-301(e):(a) Do you have more than fifty (50) bona fide members?  YES  NO(b) Do you own, maintain, or operate a bona fide golf course together with clubhouse?  YES  NO(c) Are you a political subdivision of the state that owns, maintains, or operates a golf course?  YES  NO1. Are you contracting/leasing the food and beverage services? W.S. 12-5-201(g)  YES  NO2. If Yes, have you submitted a copy of the food and beverage contract/lease?  YES  NO

15. LIMITED RETAIL (CLUB) LICENSE:

SOCIAL CLUBS W.S. 12-1-101(a)(iii)(E)/W.S. 12-4-301(b):

- (a) Do you have more than one hundred (100) bona fide members who are residents of the county in which the club is located?  YES  NO
- (b) Is the club incorporated and operating solely as a nonprofit organization under the laws of this state?  YES  NO
- (c) Is the club qualified as a tax exempt organization under the Internal Revenue Service?  YES  NO
- (d) Has the club been in continuous operation for a period of not less than one (1) year?  YES  NO
- (e) Has the club received twenty-five dollars (\$25.00) from each bona fide member as recorded by the secretary of the club and are club members at the time of this application in good standing by having paid at least one (1) full year in dues?  YES  NO
- (f) Does the club hold quarterly meetings and have an actively engaged membership carrying out the objectives of the club?  YES  NO
- (g) Have you filed a true copy of your bylaws with this application?  YES  NO
- (h) Has at least fifty one percent (51%) of the membership signed a petition indicating a desire to secure a Limited Retail Liquor License? (Petition Attached)  YES  NO

REQUIRED ATTACHMENTS:

- A statement indicating the financial condition and financial stability of the applicant W.S. 12-4-102 (a) (vi).
- Restaurants: include a drawing of the establishment that includes the dispensing room(s) W.S. 12-4-410 (f).
- Attach any lease agreements (especially for resort/political subdivisions leasing out food & beverage services) W.S. 12-4-103 (a) (iii)/ W.S. 12-4-403(b)/W.S. 12-4-301(e).
- If transferring a license from one ownership to another, a form of assignment from the current licensee to the new applicant authorizing the transfer W.S. 12-4-601 (b).

OATH OR VERIFICATION

(Requires signatures by ALL Individuals, ALL Partners, ONE (1) LLC Member, or TWO (2) Corporate Officers or Directors except that if all the stock of the corporation is owned by ONE (1) individual then that individual may sign and verify the application upon his oath, or TWO (2) Club Officers.) W.S. 12-4-102(b)

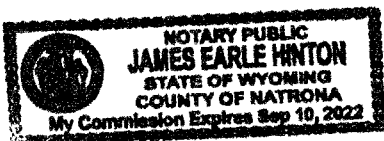
*Under penalty of perjury, and the possible revocation or cancellation of the license, I swear the above stated facts, are true and accurate.*

STATE OF WYOMING )  
 ) SS.  
COUNTY OF Natrona )

Signed and sworn to before me on this 8<sup>th</sup> day of March,

20 21 that the facts alleged in the foregoing instrument are true by the following:

|    |                                       |   |                        |
|----|---------------------------------------|---|------------------------|
| 1) | <u>John D. Johnson</u><br>(Signature) | <u>John D Johnson</u><br>(Printed Name) | <u>Member</u><br>Title |
| 2) | _____<br>(Signature)                  | _____<br>(Printed Name)                 | _____<br>Title         |
| 3) | _____<br>(Signature)                  | _____<br>(Printed Name)                 | _____<br>Title         |
| 4) | _____<br>(Signature)                  | _____<br>(Printed Name)                 | _____<br>Title         |
| 5) | _____<br>(Signature)                  | _____<br>(Printed Name)                 | _____<br>Title         |
| 6) | _____<br>(Signature)                  | _____<br>(Printed Name)                 | _____<br>Title         |



Witness my hand and official seal:

James Earle Hinton  
Signature of Notary Public

(SEAL)

My commission expires: 9-10-2022

# NEW OR TRANSFER LIQUOR LICENSE OR PERMIT APPLICATION

| FOR LIQUOR DIVISION USE ONLY |          |      |   |
|------------------------------|----------|------|---|
| Customer #:                  | _____    |      |   |
| Trf from:                    | _____    |      |   |
| Reviewer:                    | Initials | Date |   |
| Agent:                       |          | /    | / |
| Chief:                       |          | /    | / |

**To be completed by City/County Clerk**

Local License #: Retail 23

License Fees Annual Fee: \$ 1500.00 Date filed with clerk: 03 17 2021  
 Prorated Fee: \$ 100.00 Advertising Dates: (2 Weeks) April 8, 2021 & April 11, 2021  
 Transfer Fee: \$ \_\_\_\_\_ Hearing Date: 04 120 2021  
 Publishing Fee: \$ \_\_\_\_\_

Publishing Fee Direct Billed to Applicant:

License Term: 11 101 2021 Through 03 131 2022  
Month Day Year Month Day Year

**LICENSING AUTHORITY:** Begin publishing promptly. As W.S. 12-4-104(d) specifies: **NO LICENSING AUTHORITY SHALL APPROVE OR DENY THE APPLICATION UNTIL THE LIQUOR DIVISION HAS CERTIFIED THE APPLICATION IS COMPLETE.**

Applicant: Johnson Restaurant Group, Inc  
 Trade/Business Name (dba): CY Discount Liquor  
 Building to be licensed/Building Address: 1375 C&Ave Ste 100  
Number & Street  
Casper WY 82604 Natrona  
City State Zip County  
 Mailing Address: PO Box 50630  
Number & Street or P.O. Box  
Casper WY 82605  
City State Zip  
 Business Telephone Number: (307) 265-3029 Fax Number: (307) 473-2909  
 E-Mail Address: Accounting@jrgrestaurants.com  
 Brief legal description and the zoning of the licensed building or site for licensed building: W.S. 12-4-102 (a) (vi)  
West Plaza Lot TR III All Commercial

|   |   |  |
|---|---|--|
| <b>FILING FOR</b><br><input type="checkbox"/> NEW LICENSE<br><input checked="" type="checkbox"/> TRANSFER OF LOCATION | <b>FILING IN (CHOOSE ONLY ONE)</b><br><input checked="" type="checkbox"/> CITY OF: <u>Casper</u><br><input type="checkbox"/> COUNTY OF: _____ | <b>FILING AS (CHOOSE ONLY ONE)</b><br><input type="checkbox"/> INDIVIDUAL<br><input type="checkbox"/> PARTNERSHIP<br><input type="checkbox"/> LP/LLP<br><input type="checkbox"/> LLC<br><input checked="" type="checkbox"/> CORPORATION<br><input type="checkbox"/> LTD PARTNERSHIP<br><input type="checkbox"/> ORGANIZATION<br><input type="checkbox"/> OTHER _____ |
| <input type="checkbox"/> TRANSFER OWNERSHIP<br>FORMERLY HELD BY: _____  | <input type="checkbox"/> ASSIGNMENT LETTER ATTACHED   |  |

**TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)**

|  |  |  |
|--|--|--|
| <input type="checkbox"/> RETAIL LIQUOR LICENSE ON-PREMISE ONLY (BAR)<br><input type="checkbox"/> OFF-PREMISE ONLY (PACKAGE STORE)<br><input checked="" type="checkbox"/> COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE) | <input type="checkbox"/> RESTAURANT LIQUOR LICENSE<br><input type="checkbox"/> RESORT LIQUOR LICENSE<br><input type="checkbox"/> BAR AND GRILL<br>LIMITED RETAIL (CLUB)<br><input type="checkbox"/> VETERANS CLUB<br><input type="checkbox"/> FRATERNAL CLUB<br><input type="checkbox"/> GOLF CLUB<br><input type="checkbox"/> SOCIAL CLUB | <input type="checkbox"/> MICROBREWERY<br><input type="checkbox"/> WINERY<br><input type="checkbox"/> DISTILLERY SATELLITE<br><input type="checkbox"/> WINERY SATELLITE<br><input type="checkbox"/> COUNTY RETAIL or SPECIAL MALT BEVERAGE PERMIT<br><b>SPECIAL DESIGNATIONS</b><br><input type="checkbox"/> CONVENTION FACILITY<br><input type="checkbox"/> CIVIC CENTER/EVENT CENTER/PUBLIC AUDITORIUM<br><input type="checkbox"/> GOLF CLUB<br><input type="checkbox"/> GUEST RANCH<br><input type="checkbox"/> RESORT |
|--|--|--|

To Assist the Liquor Division with scheduling inspections: **WHEN DO YOU OPERATE?**

|  |   |   |
|--|---|---|
| <input checked="" type="checkbox"/> FULL TIME (e.g. Jan through Dec)<br>(specify months of operation)<br>from <u>Jan</u> to <u>Dec</u> | <input type="checkbox"/> SEASONAL/PART-TIME<br>DAYS OF WEEK (e.g. Mon through Sat)<br>from <u>Sunday</u> to <u>Saturday</u> | <input type="checkbox"/> NON-OPERATIONAL/PARKED<br>HOURS OF OPERATION (e.g. 10a - 2a)<br>from <u>6 AM</u> to <u>midnight 2 AM</u> |
|--|---|---|

**ALL APPLICANTS MUST COMPLETE QUESTIONS 1- 6**

1. BUILDING OWNERSHIP: Does the applicant? W.S. 12-4-103 (a) (iii)

(1) OWN the licensed building?  YES (own)

(2) LEASE the licensed building? (Lease must be through the term of the liquor license)  YES (lease)

If Yes, please submit a copy of the lease and indicate:

(A) When the lease expires, located on page 1 paragraph 4 of lease.

(B) Where the Sales provision for alcoholic or malt beverages is located, on page 1 paragraph 8 of lease.  
 (MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.)

2. To operate your liquor business, have you assigned, leased, transferred or contracted with any other person (entity) to operate and assert total or partial control of the license and the licensed building? W.S. 12-4-601 (b)  YES  NO
3. Does any manufacturer, brewer, rectifier, wholesaler, or through a subsidiary affiliate, officer, director or member of any such firm: W.S. 12-5-401, 12-5-402, 12-5-403
- (a) Hold any interest in the license applied for?  YES  NO
  - (b) Furnish by way of loan or any other money or financial assistance for purposes hereof in your business?  YES  NO
  - (c) Furnish, give, rent or loan any equipment, fixtures, interior decorations or signs other than standard brewery or manufacturer's signs?  YES  NO
  - (d) If you answered YES to any of the above, explain fully and submit any documents in connection there within:

4. Does the applicant have any interest or intent to acquire an interest in any other liquor license issued by this licensing authority? W.S. 12-4-103 (b)  YES  NO
- If "YES", explain: \_\_\_\_\_

5. **If applicant is filing as an Individual, Partnership or Club:** W.S. 12-4-102 (a) (ii) & (iii)

Each individual, partner or club officer must complete the box below.

| True and Correct Name | Date of Birth | Residence Address No. & Street City, State & Zip<br><i>DO NOT LIST PO BOXES</i> | Residence Phone Number | Have you been a DOMICILED resident for at least 1 year and not claimed residence in any other state in the last year? | Have you been Convicted of a Felony Violation?              | Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages? |
|-----------------------|---------------|---|------------------------|---|---|--|
|                       |               |   |                        | YES <input type="checkbox"/><br>NO <input type="checkbox"/>   | YES <input type="checkbox"/><br>NO <input type="checkbox"/> | YES <input type="checkbox"/><br>NO <input type="checkbox"/>                            |
|                       |               |   |                        | YES <input type="checkbox"/><br>NO <input type="checkbox"/>   | YES <input type="checkbox"/><br>NO <input type="checkbox"/> | YES <input type="checkbox"/><br>NO <input type="checkbox"/>                            |
|                       |               |   |                        | YES <input type="checkbox"/><br>NO <input type="checkbox"/>   | YES <input type="checkbox"/><br>NO <input type="checkbox"/> | YES <input type="checkbox"/><br>NO <input type="checkbox"/>                            |
|                       |               |   |                        | YES <input type="checkbox"/><br>NO <input type="checkbox"/>   | YES <input type="checkbox"/><br>NO <input type="checkbox"/> | YES <input type="checkbox"/><br>NO <input type="checkbox"/>                            |
|                       |               |   |                        | YES <input type="checkbox"/><br>NO <input type="checkbox"/>   | YES <input type="checkbox"/><br>NO <input type="checkbox"/> | YES <input type="checkbox"/><br>NO <input type="checkbox"/>                            |
|                       |               |   |                        | YES <input type="checkbox"/><br>NO <input type="checkbox"/>   | YES <input type="checkbox"/><br>NO <input type="checkbox"/> | YES <input type="checkbox"/><br>NO <input type="checkbox"/>                            |

(If more information is required, list on a separate piece of paper and attach to this application.)

6. **If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership:** W.S. 12-4-102 (a) (iv) & (v)

Each stockholder holding, either jointly or severally, ten percent (10%) or more of the outstanding and issued capital stock of the corporation, limited liability company, limited liability partnership, or limited partnership, **and every officer, and every director** must complete the box below.

| True and Correct Name | Date of Birth | Residence Address No. & Street City, State & Zip<br><i>DO NOT LIST PO BOXES</i> | Residence Phone Number | No. of Years in Corp or LLC | % of Corporate Stock Held | Have you been Convicted of a Felony Violation?                         | Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages? |
|-----------------------|---------------|---|------------------------|-----------------------------|---------------------------|--|--|
| John D. Johnson       |               |   |                        |                             |                           | YES <input type="checkbox"/><br>NO <input checked="" type="checkbox"/> | YES <input type="checkbox"/><br>NO <input checked="" type="checkbox"/>                 |
|                       |               |   |                        |                             |                           | YES <input type="checkbox"/><br>NO <input type="checkbox"/>            | YES <input type="checkbox"/><br>NO <input type="checkbox"/>                            |
|                       |               |   |                        |                             |                           | YES <input type="checkbox"/><br>NO <input type="checkbox"/>            | YES <input type="checkbox"/><br>NO <input type="checkbox"/>                            |
|                       |               |   |                        |                             |                           | YES <input type="checkbox"/><br>NO <input type="checkbox"/>            | YES <input type="checkbox"/><br>NO <input type="checkbox"/>                            |
|                       |               |   |                        |                             |                           | YES <input type="checkbox"/><br>NO <input type="checkbox"/>            | YES <input type="checkbox"/><br>NO <input type="checkbox"/>                            |
|                       |               |   |                        |                             |                           | YES <input type="checkbox"/><br>NO <input type="checkbox"/>            | YES <input type="checkbox"/><br>NO <input type="checkbox"/>                            |
|                       |               |   |                        |                             |                           | YES <input type="checkbox"/><br>NO <input type="checkbox"/>            | YES <input type="checkbox"/><br>NO <input type="checkbox"/>                            |

(If more information is required, list on a separate piece of paper and attach to this application)

**7. BAR AND GRILL LICENSE:**

Have you submitted a valid food service permit or application? W.S. 12-4-413 (a)  YES  NO

**8. RESTAURANT LICENSE:**

(a) Give a description of the dispensing room(s) and state where it is located in the building. W.S. 12-4-408 (b)  
(e.g. 10 x 12 room in SE corner of building): \_\_\_\_\_

(b) Have you submitted a valid food service permit or application? W.S. 12-4-407 (a)  YES  NO

(c) Have you attached a drawing of the establishment that includes the restaurant dispensing room(s)? W.S. 12-4-410 (f)  YES  NO

**9. RESORT LICENSE:**

Does the resort complex:

(a) Have an actual valuation of at least one million dollars, or have you committed or expended at least one million dollars (\$1,000,000.00) on the complex, excluding the value of the land? W.S. 12-4-401(b)(i)  YES  NO

(b) Include a restaurant and a convention facility which will seat at least one hundred (100) persons? W.S. 12-4-401(b)(ii)  YES  NO

(c) Include motel, hotel or privately owned condominium, town house or home accommodations approved for short term occupancy with at least one hundred (100) sleeping rooms? W.S. 12-4-401(b)(iii)  YES  NO

(d) If no on question (c), have a ski resort facility open to the general public in which you have committed or expended at least one million dollars (\$1,000,000.00)? W.S. 12-4-401(b)(iv)  YES  NO

(e) Are you contracting/leasing the food and beverage services? W.S. 12-4-403(b)  
1. If Yes, have you submitted a copy of the food and beverage contract/lease?  YES  NO

**10. MICROBREWERY LICENSE:**

Will the license be held in conjunction with another liquor license? W.S. 12-4-412(b)(iii)  YES  NO

(a) If "YES", please specify type:  RETAIL  RESTAURANT  RESORT  BAR AND GRILL  WINERY

(b) Do you self distribute your products? W.S. 12-2-201(a)  YES  NO  
(Requires wholesaler license with the Liquor Division)

(c) Do you distribute your products through an existing malt beverage wholesaler? W.S. 12-2-201(g)(i) (Requires authorization to sell license with the Liquor Division)  YES  NO

**11. WINERY LICENSE:**

Will the license be held in conjunction with another liquor license? W.S. 12-4-412(b)(iii)  YES  NO

(a) If "YES", please specify type:  RETAIL  RESTAURANT  RESORT  BAR AND GRILL  MICROBREWERY

**12. LIMITED RETAIL (CLUB) LICENSE:**

**FRATERNAL CLUBS** W.S. 12-1-101(a)(iii)(B)

(a) Has the fraternal organization been actively operating in at least thirty-six (36) states?  YES  NO

(b) Has the fraternal organization been actively in existence for at least twenty (20) years?  YES  NO

**13. LIMITED RETAIL (CLUB) LICENSE:**

**VETERANS CLUBS** W.S. 12-1-101(a)(iii)(A):

(a) Does the Veteran's organization hold a charter by the Congress of the United States?  YES  NO

(b) Is the membership of the Veteran's organization comprised only of Veterans and its duly organized auxiliary?  YES  NO

**14. LIMITED RETAIL (CLUB) LICENSE:**

**GOLF CLUBS** W.S. 12-1-101(a)(iii)(D)/W.S. 12-4-301(e):

(a) Do you have more than fifty (50) bona fide members?  YES  NO

(b) Do you own, maintain, or operate a bona fide golf course together with clubhouse?  YES  NO

(c) Are you a political subdivision of the state that owns, maintains, or operates a golf course?  YES  NO

1. Are you contracting/leasing the food and beverage services? W.S. 12-5-201(g)  YES  NO

2. If Yes, have you submitted a copy of the food and beverage contract/lease?  YES  NO

15. LIMITED RETAIL (CLUB) LICENSE:

SOCIAL CLUBS W.S. 12-1-101(a)(iii)(E)/W.S. 12-4-301(b):

- (a) Do you have more than one hundred (100) bona fide members who are residents of the county in which the club is located?  YES  NO
- (b) Is the club incorporated and operating solely as a nonprofit organization under the laws of this state?  YES  NO
- (c) Is the club qualified as a tax exempt organization under the Internal Revenue Service?  YES  NO
- (d) Has the club been in continuous operation for a period of not less than one (1) year?  YES  NO
- (e) Has the club received twenty-five dollars (\$25.00) from each bona fide member as recorded by the secretary of the club and are club members at the time of this application in good standing by having paid at least one (1) full year in dues?  YES  NO
- (f) Does the club hold quarterly meetings and have an actively engaged membership carrying out the objectives of the club?  YES  NO
- (g) Have you filed a true copy of your bylaws with this application?  YES  NO
- (h) Has at least fifty one percent (51%) of the membership signed a petition indicating a desire to secure a Limited Retail Liquor License? (Petition Attached)  YES  NO

REQUIRED ATTACHMENTS:

- A statement indicating the financial condition and financial stability of the applicant W.S. 12-4-102 (a) (vi).
- Restaurants: include a drawing of the establishment that includes the dispensing room(s) W.S. 12-4-410 (f).
- Attach any lease agreements (especially for resort/political subdivisions leasing out food & beverage services) W.S. 12-4-103 (a) (iii)/ W.S. 12-4-403(b)/W.S. 12-4-301(e).
- If transferring a license from one ownership to another, a form of assignment from the current licensee to the new applicant authorizing the transfer W.S. 12-4-601 (b).

OATH OR VERIFICATION

(Requires signatures by ALL Individuals, ALL Partners, ONE (1) LLC Member, or TWO (2) Corporate Officers or Directors except that if all the stock of the corporation is owned by ONE (1) individual then that individual may sign and verify the application upon his oath, or TWO (2) Club Officers.) W.S. 12-4-102(b)

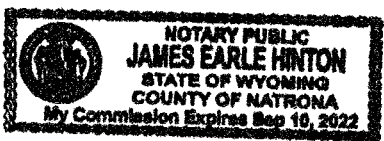
Under penalty of perjury, and the possible revocation or cancellation of the license, I swear the above stated facts, are true and accurate.

STATE OF WYOMING )  
 ) SS.  
COUNTY OF Natrona )

Signed and sworn to before me on this 17<sup>th</sup> day of March

20<sup>21</sup> that the facts alleged in the foregoing instrument are true by the following:

|    |                                       |  |                           |
|----|---------------------------------------|--|---------------------------|
| 1) | <u>John D. Johnson</u><br>(Signature) | <u>John D. Johnson</u><br>(Printed Name) | <u>President</u><br>Title |
| 2) | _____<br>(Signature)                  | _____<br>(Printed Name)                  | _____<br>Title            |
| 3) | _____<br>(Signature)                  | _____<br>(Printed Name)                  | _____<br>Title            |
| 4) | _____<br>(Signature)                  | _____<br>(Printed Name)                  | _____<br>Title            |
| 5) | _____<br>(Signature)                  | _____<br>(Printed Name)                  | _____<br>Title            |
| 6) | _____<br>(Signature)                  | _____<br>(Printed Name)                  | _____<br>Title            |



Witness my hand and official seal:

James Earle Hinton  
Signature of Notary Public

(SEAL)

My commission expires: 9-10-2022



# NEW OR TRANSFER LIQUOR LICENSE OR PERMIT APPLICATION

| FOR LIQUOR DIVISION USE ONLY |          |      |
|------------------------------|----------|------|
| Customer #:                  |          |      |
| Trf from:                    |          |      |
| Reviewer:                    | Initials | Date |
| Agent:                       |          | / /  |
| Chief:                       |          | / /  |

**To be completed by City/County Clerk**

Local License #: Bar & Grill #10

License Fees Annual Fee: \$ 10,560.00 Date filed with clerk: 03 10 8 1 2021

Prorated Fee: \$ 9,925.00 Advertising Dates: (2 Weeks) April 8, 2021 & April 11, 2021

Transfer Fee: \$ \_\_\_\_\_ Hearing Date: 04 1 20 1 2021

Publishing Fee: \$ \_\_\_\_\_

Publishing Fee Direct Billed to Applicant:

License Term: 04 / 1 / 21 / 12 2021 Through 03 / 1 / 31 / 1 2022

Month Day Year Month Day Year

**LICENSING AUTHORITY:** Begin publishing promptly. As W.S. 12-4-104(d) specifies: **NO LICENSING AUTHORITY SHALL APPROVE OR DENY THE APPLICATION UNTIL THE LIQUOR DIVISION HAS CERTIFIED THE APPLICATION IS COMPLETE.**

Applicant: Casper Taco Shop LLC

Trade/Business Name (dba): Fuzzy's Taco Shop

Building to be licensed/Building Address: 3243 Talon Dr Ste 400

Number & Street

Casper WY 82604 Natrona

City State Zip County

Mailing Address: PO Box 50630

Number & Street or P.O. Box

Casper WY 82605

City State Zip

Business Telephone Number: (307) 265 3029 Fax Number: (307) 473 2909

E-Mail Address: Accounting@jrgrestaurants.com

Brief legal description and the zoning of the licensed building or site for licensed building: W.S. 12-4-102 (a) (vi)

Mesh #5 (RPLTL 27+28) Lot 28A Commercial

|  |  |   |
|--|--|---|
| <p><b>FILING FOR</b></p> <p><input checked="" type="checkbox"/> NEW LICENSE</p> <p><input type="checkbox"/> TRANSFER OF LOCATION</p>         | <p><b>FILING IN (CHOOSE ONLY ONE)</b></p> <p><input checked="" type="checkbox"/> CITY OF: <u>Casper</u></p> <p><input type="checkbox"/> COUNTY OF: _____</p> | <p><b>FILING AS (CHOOSE ONLY ONE)</b></p> <p><input type="checkbox"/> INDIVIDUAL</p> <p><input type="checkbox"/> PARTNERSHIP</p> <p><input type="checkbox"/> LP/LLP</p> <p><input checked="" type="checkbox"/> LLC</p> <p><input type="checkbox"/> CORPORATION</p> <p><input type="checkbox"/> LTD PARTNERSHIP</p> <p><input type="checkbox"/> ORGANIZATION</p> <p><input type="checkbox"/> OTHER _____</p> |
| <p><input type="checkbox"/> TRANSFER OWNERSHIP</p> <p><input type="checkbox"/> ASSIGNMENT LETTER ATTACHED</p> <p>FORMERLY HELD BY: _____</p> |  |   |

**TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)**

|   |  |   |
|---|--|---|
| <p>RETAIL LIQUOR LICENSE</p> <p><input type="checkbox"/> ON-PREMISE ONLY (BAR)</p> <p><input type="checkbox"/> OFF-PREMISE ONLY (PACKAGE STORE)</p> <p><input type="checkbox"/> COMBINATION ON/OFF PREMISE (BOTH BAR &amp; PACKAGE STORE)</p> | <p><input type="checkbox"/> RESTAURANT LIQUOR LICENSE</p> <p><input type="checkbox"/> RESORT LIQUOR LICENSE</p> <p><input checked="" type="checkbox"/> BAR AND GRILL</p> <p>LIMITED RETAIL (CLUB)</p> <p><input type="checkbox"/> VETERANS CLUB</p> <p><input type="checkbox"/> FRATERNAL CLUB</p> <p><input type="checkbox"/> GOLF CLUB</p> <p><input type="checkbox"/> SOCIAL CLUB</p> | <p><input type="checkbox"/> MICROBREWERY</p> <p><input type="checkbox"/> WINERY</p> <p><input type="checkbox"/> DISTILLERY SATELLITE</p> <p><input type="checkbox"/> WINERY SATELLITE</p> <p><input type="checkbox"/> COUNTY RETAIL or SPECIAL MALT BEVERAGE PERMIT</p> <p><b>SPECIAL DESIGNATIONS</b></p> <p><input type="checkbox"/> CONVENTION FACILITY</p> <p><input type="checkbox"/> CIVIC CENTER/EVENT CENTER/PUBLIC AUDITORIUM</p> <p><input type="checkbox"/> GOLF CLUB</p> <p><input type="checkbox"/> GUEST RANCH</p> <p><input type="checkbox"/> RESORT</p> |
|---|--|---|

To Assist the Liquor Division with scheduling inspections: **WHEN DO YOU OPERATE?**

FULL TIME (e.g. Jan through Dec)  SEASONAL/PART-TIME  NON-OPERATIONAL/PARKED

(specify months of operation) DAYS OF WEEK (e.g. Mon through Sat) HOURS OF OPERATION (e.g. 10a - 2a)

from \_\_\_\_\_ to \_\_\_\_\_ from \_\_\_\_\_ to \_\_\_\_\_ from \_\_\_\_\_ to \_\_\_\_\_

**ALL APPLICANTS MUST COMPLETE QUESTIONS 1- 6**

1. BUILDING OWNERSHIP: Does the applicant? W.S. 12-4-103 (a) (iii)

(1) OWN the licensed building?  YES (own)

(2) LEASE the licensed building? (Lease must be through the term of the liquor license)  YES (lease)

If Yes, please submit a copy of the lease and indicate:

(A) When the lease expires, located on page 1 paragraph 4 of lease.

(B) Where the Sales provision for alcoholic or malt beverages is located, on page 1 paragraph 8 of lease. (MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.)

2. To operate your liquor business, have you assigned, leased, transferred or contracted with any other person (entity) to operate and assert total or partial control of the license and the licensed building? W.S. 12-4-601 (b)  YES  NO

3. Does any manufacturer, brewer, rectifier, wholesaler, or through a subsidiary affiliate, officer, director or member of any such firm: W.S. 12-5-401, 12-5-402, 12-5-403

(a) Hold any interest in the license applied for?  YES  NO

(b) Furnish by way of loan or any other money or financial assistance for purposes hereof in your business?  YES  NO

(c) Furnish, give, rent or loan any equipment, fixtures, interior decorations or signs other than standard brewery or manufacturer's signs?  YES  NO

(d) If you answered YES to any of the above, explain fully and submit any documents in connection there within:

4. Does the applicant have any interest or intent to acquire an interest in any other liquor license issued by this licensing authority? W.S. 12-4-103 (b)  YES  NO

If "YES", explain: \_\_\_\_\_

5. If applicant is filing as an **Individual, Partnership or Club**: W.S. 12-4-102 (a) (ii) & (iii)

Each individual, partner or club officer must complete the box below.

| True and Correct Name | Date of Birth | Residence Address No. & Street City, State & Zip<br><i>DO NOT LIST PO BOXES</i> | Residence Phone Number | Have you been a DOMICILED resident for at least 1 year and not claimed residence in any other state in the last year? | Have you been Convicted of a Felony Violation?              | Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages? |
|-----------------------|---------------|---|------------------------|---|---|--|
|                       |               |   |                        | YES <input type="checkbox"/><br>NO <input type="checkbox"/>   | YES <input type="checkbox"/><br>NO <input type="checkbox"/> | YES <input type="checkbox"/><br>NO <input type="checkbox"/>                            |
|                       |               |   |                        | YES <input type="checkbox"/><br>NO <input type="checkbox"/>   | YES <input type="checkbox"/><br>NO <input type="checkbox"/> | YES <input type="checkbox"/><br>NO <input type="checkbox"/>                            |
|                       |               |   |                        | YES <input type="checkbox"/><br>NO <input type="checkbox"/>   | YES <input type="checkbox"/><br>NO <input type="checkbox"/> | YES <input type="checkbox"/><br>NO <input type="checkbox"/>                            |
|                       |               |   |                        | YES <input type="checkbox"/><br>NO <input type="checkbox"/>   | YES <input type="checkbox"/><br>NO <input type="checkbox"/> | YES <input type="checkbox"/><br>NO <input type="checkbox"/>                            |
|                       |               |   |                        | YES <input type="checkbox"/><br>NO <input type="checkbox"/>   | YES <input type="checkbox"/><br>NO <input type="checkbox"/> | YES <input type="checkbox"/><br>NO <input type="checkbox"/>                            |
|                       |               |   |                        | YES <input type="checkbox"/><br>NO <input type="checkbox"/>   | YES <input type="checkbox"/><br>NO <input type="checkbox"/> | YES <input type="checkbox"/><br>NO <input type="checkbox"/>                            |

(If more information is required, list on a separate piece of paper and attach to this application.)

6. If the applicant is a **Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership**: W.S. 12-4-102 (a) (iv) & (v)

Each stockholder holding, either jointly or severally, ten percent (10%) or more of the outstanding and issued capital stock of the corporation, limited liability company, limited liability partnership, or limited partnership, and every officer, and every director must complete the box below.

| True and Correct Name          | Date of Birth | Residence Address No. & Street City, State & Zip<br><i>DO NOT LIST PO BOXES</i> | Residence Phone Number | No. of Years in Corp or LLC | % of Corporate Stock Held | Have you been Convicted of a Felony Violation?                         | Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages? |
|--------------------------------|---------------|---|------------------------|-----------------------------|---------------------------|--|--|
| ① Johnson Restaurant Group Inc |               |   |                        |                             |                           | YES <input type="checkbox"/><br>NO <input checked="" type="checkbox"/> | YES <input type="checkbox"/><br>NO <input checked="" type="checkbox"/>                 |
| ② Jeffries Investments LLC     |               |   |                        |                             |                           | YES <input type="checkbox"/><br>NO <input checked="" type="checkbox"/> | YES <input type="checkbox"/><br>NO <input checked="" type="checkbox"/>                 |
| ① John D Johnson               |               |   |                        |                             |                           | YES <input type="checkbox"/><br>NO <input checked="" type="checkbox"/> | YES <input type="checkbox"/><br>NO <input checked="" type="checkbox"/>                 |
| ② Phillip K Jeffries           |               |   |                        |                             |                           | YES <input type="checkbox"/><br>NO <input checked="" type="checkbox"/> | YES <input type="checkbox"/><br>NO <input checked="" type="checkbox"/>                 |
| ② RAE Ann Jeffries             |               |   |                        |                             |                           | YES <input type="checkbox"/><br>NO <input checked="" type="checkbox"/> | YES <input type="checkbox"/><br>NO <input checked="" type="checkbox"/>                 |
|                                |               |   |                        |                             |                           | YES <input type="checkbox"/><br>NO <input type="checkbox"/>            | YES <input type="checkbox"/><br>NO <input type="checkbox"/>                            |
|                                |               |   |                        |                             |                           | YES <input type="checkbox"/><br>NO <input type="checkbox"/>            | YES <input type="checkbox"/><br>NO <input type="checkbox"/>                            |

(If more information is required, list on a separate piece of paper and attach to this application)

**7. BAR AND GRILL LICENSE:**

Have you submitted a valid food service permit or application? W.S. 12-4-413 (a)

~~YES~~  NO

**8. RESTAURANT LICENSE:**

(a) Give a description of the dispensing room(s) and state where it is located in the building. W.S. 12-4-408 (b) (e.g. 10 x 12 room in SE corner of building): \_\_\_\_\_

(b) Have you submitted a valid food service permit or application? W.S. 12-4-407 (a)  YES  NO

(c) Have you attached a drawing of the establishment that includes the restaurant dispensing room(s)? W.S. 12-4-410 (f)  YES  NO

**9. RESORT LICENSE:**

Does the resort complex:

(a) Have an actual valuation of at least one million dollars, or have you committed or expended at least one million dollars (\$1,000,000.00) on the complex, excluding the value of the land? W.S. 12-4-401(b)(i)  YES  NO

(b) Include a restaurant and a convention facility which will seat at least one hundred (100) persons? W.S. 12-4-401(b)(ii)  YES  NO

(c) Include motel, hotel or privately owned condominium, town house or home accommodations approved for short term occupancy with at least one hundred (100) sleeping rooms? W.S. 12-4-401(b)(iii)  YES  NO

(d) If no on question (c), have a ski resort facility open to the general public in which you have committed or expended at least one million dollars (\$1,000,000.00)? W.S. 12-4-401(b)(iv)  YES  NO

(e) Are you contracting/leasing the food and beverage services? W.S. 12-4-403(b)  
1. If Yes, have you submitted a copy of the food and beverage contract/lease?  YES  NO

**10. MICROBREWERY LICENSE:**

Will the license be held in conjunction with another liquor license? W.S. 12-4-412(b)(iii)  YES  NO

(a) If "YES", please specify type:  RETAIL  RESTAURANT  RESORT  BAR AND GRILL  WINERY

(b) Do you self distribute your products? W.S. 12-2-201(a) (Requires wholesaler license with the Liquor Division)  YES  NO

(c) Do you distribute your products through an existing malt beverage wholesaler? W.S. 12-2-201(g)(i) (Requires authorization to sell license with the Liquor Division)  YES  NO

**11. WINERY LICENSE:**

Will the license be held in conjunction with another liquor license? W.S. 12-4-412(b)(iii)  YES  NO

(a) If "YES", please specify type:  RETAIL  RESTAURANT  RESORT  BAR AND GRILL  MICROBREWERY

**12. LIMITED RETAIL (CLUB) LICENSE:**

**FRATERNAL CLUBS** W.S. 12-1-101(a)(iii)(B)

(a) Has the fraternal organization been actively operating in at least thirty-six (36) states?  YES  NO

(b) Has the fraternal organization been actively in existence for at least twenty (20) years?  YES  NO

**13. LIMITED RETAIL (CLUB) LICENSE:**

**VETERANS CLUBS** W.S. 12-1-101(a)(iii)(A):

(a) Does the Veteran's organization hold a charter by the Congress of the United States?  YES  NO

(b) Is the membership of the Veteran's organization comprised only of Veterans and its duly organized auxiliary?  YES  NO

**14. LIMITED RETAIL (CLUB) LICENSE:**

**GOLF CLUBS** W.S. 12-1-101(a)(iii)(D)/W.S. 12-4-301(e):

(a) Do you have more than fifty (50) bona fide members?  YES  NO

(b) Do you own, maintain, or operate a bona fide golf course together with clubhouse?  YES  NO

(c) Are you a political subdivision of the state that owns, maintains, or operates a golf course?  YES  NO

1. Are you contracting/leasing the food and beverage services? W.S. 12-5-201(g)  YES  NO

2. If Yes, have you submitted a copy of the food and beverage contract/lease?  YES  NO

15. LIMITED RETAIL (CLUB) LICENSE:

SOCIAL CLUBS W.S. 12-1-101(a)(iii)(E)/W.S. 12-4-301(b):

- (a) Do you have more than one hundred (100) bona fide members who are residents of the county in which the club is located?  YES  NO
- (b) Is the club incorporated and operating solely as a nonprofit organization under the laws of this state?  YES  NO
- (c) Is the club qualified as a tax exempt organization under the Internal Revenue Service?  YES  NO
- (d) Has the club been in continuous operation for a period of not less than one (1) year?  YES  NO
- (e) Has the club received twenty-five dollars (\$25.00) from each bona fide member as recorded by the secretary of the club and are club members at the time of this application in good standing by having paid at least one (1) full year in dues?  YES  NO
- (f) Does the club hold quarterly meetings and have an actively engaged membership carrying out the objectives of the club?  YES  NO
- (g) Have you filed a true copy of your bylaws with this application?  YES  NO
- (h) Has at least fifty one percent (51%) of the membership signed a petition indicating a desire to secure a Limited Retail Liquor License? (Petition Attached)  YES  NO

REQUIRED ATTACHMENTS:

- A statement indicating the financial condition and financial stability of the applicant W.S. 12-4-102 (a) (vi).
- Restaurants: include a drawing of the establishment that includes the dispensing room(s) W.S. 12-4-410 (f).
- Attach any lease agreements (especially for resort/political subdivisions leasing out food & beverage services) W.S. 12-4-103 (a) (iii)/ W.S. 12-4-403(b)/W.S. 12-4-301(e).
- If transferring a license from one ownership to another, a form of assignment from the current licensee to the new applicant authorizing the transfer W.S. 12-4-601 (b).

OATH OR VERIFICATION

(Requires signatures by ALL Individuals, ALL Partners, ONE (1) LLC Member, or TWO (2) Corporate Officers or Directors except that if all the stock of the corporation is owned by ONE (1) individual then that individual may sign and verify the application upon his oath, or TWO (2) Club Officers.) W.S. 12-4-102(b)

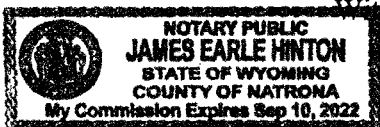
Under penalty of perjury, and the possible revocation or cancellation of the license, I swear the above stated facts, are true and accurate.

STATE OF WYOMING )  
 ) SS.  
COUNTY OF Natrona )

Signed and sworn to before me on this 8<sup>th</sup> day of March,

20 21 that the facts alleged in the foregoing instrument are true by the following:

|    |                                      |   |                        |
|----|--------------------------------------|---|------------------------|
| 1) | <u>John D Johnson</u><br>(Signature) | <u>John D Johnson</u><br>(Printed Name) | <u>member</u><br>Title |
| 2) | _____<br>(Signature)                 | _____<br>(Printed Name)                 | _____<br>Title         |
| 3) | _____<br>(Signature)                 | _____<br>(Printed Name)                 | _____<br>Title         |
| 4) | _____<br>(Signature)                 | _____<br>(Printed Name)                 | _____<br>Title         |
| 5) | _____<br>(Signature)                 | _____<br>(Printed Name)                 | _____<br>Title         |
| 6) | _____<br>(Signature)                 | _____<br>(Printed Name)                 | _____<br>Title         |



Witness my hand and official seal:

James Earle Hinton  
Signature of Notary Public

(SEAL)

My commission expires: 9-10-2022

AFFIDAVIT OF WEBSITE PUBLICATION

State of Wyoming)  
County of Natrona)

I, the undersigned, being in the employ of the City of Casper and responsible for the publishing and posting of notices for the Casper City Council's public hearings concerning liquor licensing, and knowing the facts herein set forth do solemnly swear that:

- Notice of the public hearing set forth below was posted continually on the City of Casper website in accordance with W.S. 12-4-104. The said posting commenced on 04/06/2021 and ended on 04/21/2021 and
- Attached is image of the Notice as actually posted on the City of Casper website (www.casperwy.gov) for the entire period referenced above.

By: Carla Mills - Traatch

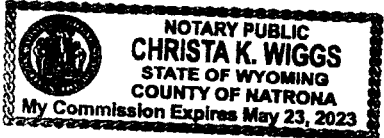
Date: 04/06/2021

Title: Licensing Specialist

Scribed in my presence and sworn before me on this

6<sup>th</sup> day of April, 2021

Christa K. Wiggs



Provide to City of Casper Central Records

**TRANSFER OF LOCATION FOR THREE RETAIL LIQUOR LICENSES AND  
APPLICATION FOR THREE BAR AND GRILL LIQUOR LICENSES**

Applications for Transfer of location for Retail No. 12 FireRock Hospitality Group, LLC d/b/a FireRock Steakhouse located at 6100 East 2<sup>nd</sup> Street to Mesa Liquors, LLC, d/b/a Mesa Liquor located at 3243 Talon Dr. Suite 200, New Bar and Grill license No. 2 for FireRock Hospitality Group, LLC d/b/a FireRock Steakhouse located at 6100 East 2<sup>nd</sup> Street, transfer of location for Retail liquor license No. 15 OC Casper, LLC, d/b/a Old Chicago Restaurant, located at 3580 East 2<sup>nd</sup> Street to Wyoming Liquor, LLC, d/b/a Wyoming Discount Liquor located at 4330 East 2<sup>nd</sup> Street, New Bar and Grill liquor License No. 12 for OC Casper, LLC d/b/a Old Chicago Restaurant located at 3580 East 2<sup>nd</sup> Street, Transfer of location for Retail No. 23 Johnson Restaurant Group, Inc., d/b/a CY Discount Liquor, located at 840 CY Avenue to Johnson Restaurant Group, Inc., d/b/a CY Discount Liquor located at 1375 CY Avenue Suite 100 and New Bar and Grill license No. 10 for Casper Taco Shop, LLC, d/b/a Fuzzy's Taco Shop located at 3243 Talon Dr Suite 400 have been received in this office. Public Hearings on all said applications will be held on April 20th, 2021, at 6:00 p.m. in the City Council Chambers at 200 North David, Casper, Wyoming.

AFFIDAVIT OF NOTICE OF APPLICATION POSTING

State of Wyoming)  
County of Natrona)

I, the City Clerk, being in the employ of the City of Casper, through my office, responsible for the publishing and posting of notices for the Casper City Council's public hearings concerning liquor licensing, and know the facts herein set forth, do solemnly swear that notice of application for a new Retail Liquor License and Public Hearing was posted on the 7<sup>th</sup> day of April, 2021, conspicuously upon the respective premises, shown by the application as the proposed place of sale.

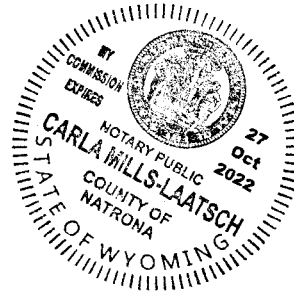
By: Fleur D. Tremel  
Fleur D. Tremel, City Clerk

Date: 4/6/21

Scribed in my presence and sworn before me on this

6<sup>th</sup> day of April, 2021

Carla Mills-Laatsch



Provide to City of Casper Central Records

RETAIL LIQUOR LICENSE NO. 12

NOTICE OF APPLICATION FOR A transfer of location for Retail Liquor License No. 12 is hereby given that on the 8<sup>th</sup> day of March 2021, Mesa Liquors, LLC d/b/a Mesa Liquor filed an application for a Retail Liquor License, in the Office of the Clerk of the City of Casper, Wyoming for the following described building and premises to wit: 3243 Talon Drive Ste 200 protests, if any there be, against the issuance of such license (permit) will be heard at the hour of 6:00 p.m. the 20<sup>th</sup> day of April 2021, in the Council Chambers of the City of Casper, Wyoming.

Dated: March 31, 2021

Signed:   
City Clerk



AFFIDAVIT OF NOTICE OF APPLICATION POSTING

State of Wyoming)  
County of Natrona)

I, the City Clerk, being in the employ of the City of Casper, through my office, responsible for the publishing and posting of notices for the Casper City Council's public hearings concerning liquor licensing, and know the facts herein set forth, do solemnly swear that notice of application for a new Bar and Grill Liquor License and Public Hearing was posted on the 7<sup>th</sup> day of April, 2021, conspicuously upon the respective premises, shown by the application as the proposed place of sale.

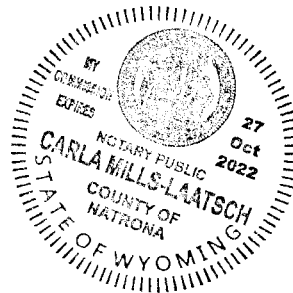
By:   
Fleur D. Tremel, City Clerk

Date: 4/6/21

Scribed in my presence and sworn before me on this

6<sup>th</sup> day of April, 2021

Carla Mills-Laatsch



Provide to City of Casper Central Records

BAR AND GRIL LIQUOR LICENSE NO. 2

NOTICE OF APPLICATION FOR A new Bar and Grill No. 2 is hereby given that on the 8<sup>th</sup> day of March 2021, FireRock Hospitality Group, LLC d/b/a FireRock Steakhouse filed an application for a Bar and Grill Liquor License, in the Office of the Clerk of the City of Casper, Wyoming for the following described building and premises to wit: 6100 East 2<sup>nd</sup> Street protests, if any there be, against the issuance of such license (permit) will be heard at the hour of 6:00 p.m. the 20<sup>th</sup> day of April 2021, in the Council Chambers of the City of Casper, Wyoming.

Dated: March 31, 2021

Signed:   
\_\_\_\_\_  
City Clerk

AFFIDAVIT OF NOTICE OF APPLICATION POSTING

State of Wyoming)  
County of Natrona)

I, the City Clerk, being in the employ of the City of Casper, through my office, responsible for the publishing and posting of notices for the Casper City Council's public hearings concerning liquor licensing, and know the facts herein set forth, do solemnly swear that notice of application for a new Retail Liquor License and Public Hearing was posted on the 7<sup>th</sup> day of April, 2021, conspicuously upon the respective premises, shown by the application as the proposed place of sale.

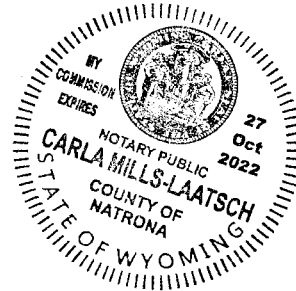
By:   
Fleur D. Tremel, City Clerk

Date: 4/6/21

Scribed in my presence and sworn before me on this

6<sup>th</sup> day of April, 2021

Carla Mills-Laatsch

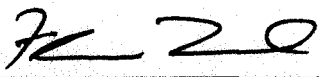


Provide to City of Casper Central Records

RETAIL LIQUOR LICENSE NO. 15

NOTICE OF APPLICATION FOR A transfer of location for Retail Liquor License No. 15 is hereby given that on the 8<sup>th</sup> day of March 2021, Wyoming Liquor, LLC d/b/a Wyoming Discount Liquor filed an application for a Retail Liquor License, in the Office of the Clerk of the City of Casper, Wyoming for the following described building and premises to wit: 4330 East 2<sup>nd</sup> Street protests, if any there be, against the issuance of such license (permit) will be heard at the hour of 6:00 p.m. the 20<sup>th</sup> day of April 2021, in the Council Chambers of the City of Casper, Wyoming.

Dated: March 31, 2021

Signed:   
City Clerk

AFFIDAVIT OF NOTICE OF APPLICATION POSTING

State of Wyoming)  
County of Natrona)

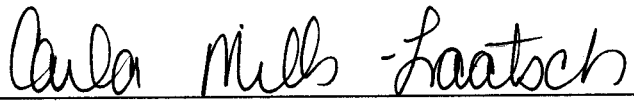
I, the City Clerk, being in the employ of the City of Casper, through my office, responsible for the publishing and posting of notices for the Casper City Council's public hearings concerning liquor licensing, and know the facts herein set forth, do solemnly swear that notice of application for a new Bar and Grill Liquor License and Public Hearing was posted on the 7<sup>th</sup> day of April, 2021, conspicuously upon the respective premises, shown by the application as the proposed place of sale.

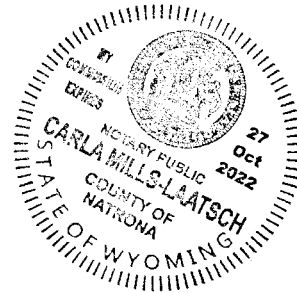
By:   
Fleur D. Tremel, City Clerk

Date: 4/6/21

Scribed in my presence and sworn before me on this

6<sup>th</sup> day of April, 2021



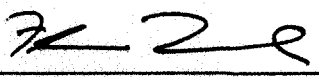


Provide to City of Casper Central Records

BAR AND GRIL LIQUOR LICENSE NO. 12

NOTICE OF APPLICATION FOR A new Bar and Grill No. 12 is hereby given that on the 8<sup>th</sup> day of March 2021, OC Casper, LLC d/b/a Old Chicago Restaurant filed an application for a Bar and Grill Liquor License, in the Office of the Clerk of the City of Casper, Wyoming for the following described building and premises to wit: 3580 East 2<sup>nd</sup> Street protests, if any there be, against the issuance of such license (permit) will be heard at the hour of 6:00 p.m. the 20<sup>th</sup> day of April 2021, in the Council Chambers of the City of Casper, Wyoming.

Dated: March 31, 2021

Signed:   
City Clerk

AFFIDAVIT OF NOTICE OF APPLICATION POSTING

State of Wyoming)  
County of Natrona)

I, the City Clerk, being in the employ of the City of Casper, through my office, responsible for the publishing and posting of notices for the Casper City Council's public hearings concerning liquor licensing, and know the facts herein set forth, do solemnly swear that notice of application for a new Retail Liquor License and Public Hearing was posted on the 7<sup>th</sup> day of April, 2021, conspicuously upon the respective premises, shown by the application as the proposed place of sale.

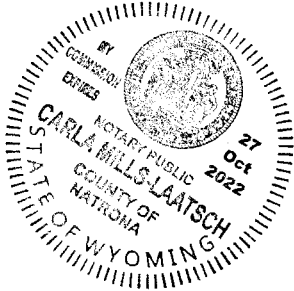
By: Fleur D. Tremel  
Fleur D. Tremel, City Clerk

Date: 4/6/21

Scribed in my presence and sworn before me on this

6<sup>th</sup> day of April, 2021

Carla Mills-Laatsch




Provide to City of Casper Central Records

RETAIL LIQUOR LICENSE NO. 23

NOTICE OF APPLICATION FOR A transfer of location for Retail Liquor License No. 23 is hereby given that on the 8<sup>th</sup> day of March 2021, Johnson Restaurant Group, INC, d/b/a CY Discount Liquors filed an application for a Retail Liquor License, in the Office of the Clerk of the City of Casper, Wyoming for the following described building and premises to wit: 1375 CY Avenue Ste 100 protests, if any there be, against the issuance of such license (permit) will be heard at the hour of 6:00 p.m. the 20<sup>th</sup> day of April 2021, in the Council Chambers of the City of Casper, Wyoming.

Dated: March 31, 2021

Signed:   
City Clerk



AFFIDAVIT OF NOTICE OF APPLICATION POSTING

State of Wyoming)  
County of Natrona)

I, the City Clerk, being in the employ of the City of Casper, through my office, responsible for the publishing and posting of notices for the Casper City Council's public hearings concerning liquor licensing, and know the facts herein set forth, do solemnly swear that notice of application for a new Bar and Grill Liquor License and Public Hearing was posted on the 7<sup>th</sup> day of April, 2021, conspicuously upon the respective premises, shown by the application as the proposed place of sale.

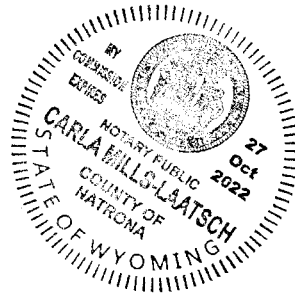
By: *Fleur D. Tremel*  
Fleur D. Tremel, City Clerk

Date: *4/14/21*

Scribed in my presence and sworn before me on this

*6<sup>th</sup>* day of *April*, *2021*

*Carla Mills-Laatsch*

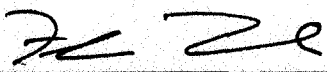


Provide to City of Casper Central Records

BAR AND GRIL LIQUOR LICENSE NO. 10

NOTICE OF APPLICATION FOR A new Bar and Grill No. 10 is hereby given that on the 8<sup>th</sup> day of March 2021, Casper Taco Shop, LLC, d/b/a Fuzzy's Taco Shop filed an application for a Bar and Grill Liquor License, in the Office of the Clerk of the City of Casper, Wyoming for the following described building and premises to wit: 3243 Talon Drive Ste 400 protests, if any there be, against the issuance of such license (permit) will be heard at the hour of 6:00 p.m. the 20<sup>th</sup> day of April 2021, in the Council Chambers of the City of Casper, Wyoming.

Dated: March 31, 2021

Signed:   
City Clerk

ORDINANCE NO. 9-21

AN ORDINANCE AMENDING SECTION  
13.04.060 OF THE CASPER MUNICIPAL CODE.

WHEREAS, the governing body of the City of Casper may perform all acts in relation to the concerns of the City necessary to the exercise of its corporate powers; and,

WHEREAS, the governing body of the City of Casper has the authority granted by Wyoming State Statute §15-1-103(a)(xli), to adopt ordinances and resolutions necessary to protect the health, safety and welfare of the City and its citizenry; and,

WHEREAS, Ordinance No. 26-95, was adopted on September 5, 1995, creating Chapter 13.04 of the Casper Municipal Code concerning permits to construct, install, or modify water distribution or sanitary sewer collection facilities; and,

WHEREAS, the Casper Municipal Code needs modified and updated from time to time; and,

WHEREAS, the governing body of the City of Casper desires to amend Section 13.04.060 of the Casper Municipal Code for the purpose of updating references to Wyoming Statutes within the Code that have since been repealed.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: Section 13.04.060 – Application requirements and procedures is amended as follows:

13.04.060 - Application requirements and procedures.

The following procedures will be followed in an application for the permit:

- A. Any person who proposes to construct, install or modify a facility required to be permitted under Section 13.04.050 shall submit a written application on forms provided by the city of Casper.
- B. The initial application for a permit must be accompanied by two complete sets of plans and specifications, design data and any additional information required by the city. After the plans and specifications have been reviewed by the city, the applicant's engineer shall make such revisions as are required and submit five revised sets for final review. All plans and specifications submitted shall carry the seal or signature of the design engineer in accordance with Wyoming Statutes Sections ~~33-29-101 through 33-29-113~~ 33-29-601 et seq. All plans and specifications shall conform to city of Casper Water Distribution Facilities Design Standards, city of Casper Sanitary Sewage Collection Facilities Design Standards, and the Wyoming Department of Environmental Quality, Water Quality Rules and Regulations, Chapter XI and Chapter XII.

- C. The city shall review every application and take final action within thirty days from the date the application is received.
- D. If an application is incomplete, additional information shall be requested in detail, or if requested, the application may be returned to the applicant. The applicant shall have ninety days to comply with the request for additional information. After this time period, if no information is submitted, the entire application shall be returned.
- E. The city manager or his appointed designee shall promptly notify the applicant in writing of the final action taken on the application. If the conditions of the permit are different from the proposed application submitted by the applicant for review, the notification shall include reasons for the changes made.
- F. If, upon review of an application, the city determines that a permit is not required under this chapter, the city manager or his appointed designee shall notify the applicant of this determination in writing. Such notification shall constitute final action on the application.
- G. If, upon review of an application, the city determines that a permit should not be granted, the city manager or his appointed designee shall notify the applicant in writing of the permit denial and state the reasons for denial.
- H. If the applicant is dissatisfied with the conditions or denial of any permit issued by the city, he may request a hearing in accordance with Section 13.04.090.

PASSED on 1<sup>st</sup> reading the 16<sup>th</sup> day of March, 2021

PASSED on 2<sup>nd</sup> reading the 6<sup>th</sup> day of April, 2021

PASSED, APPROVED, AND ADOPTED on third and final reading the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

APPROVED AS TO FORM:

Wade Junt

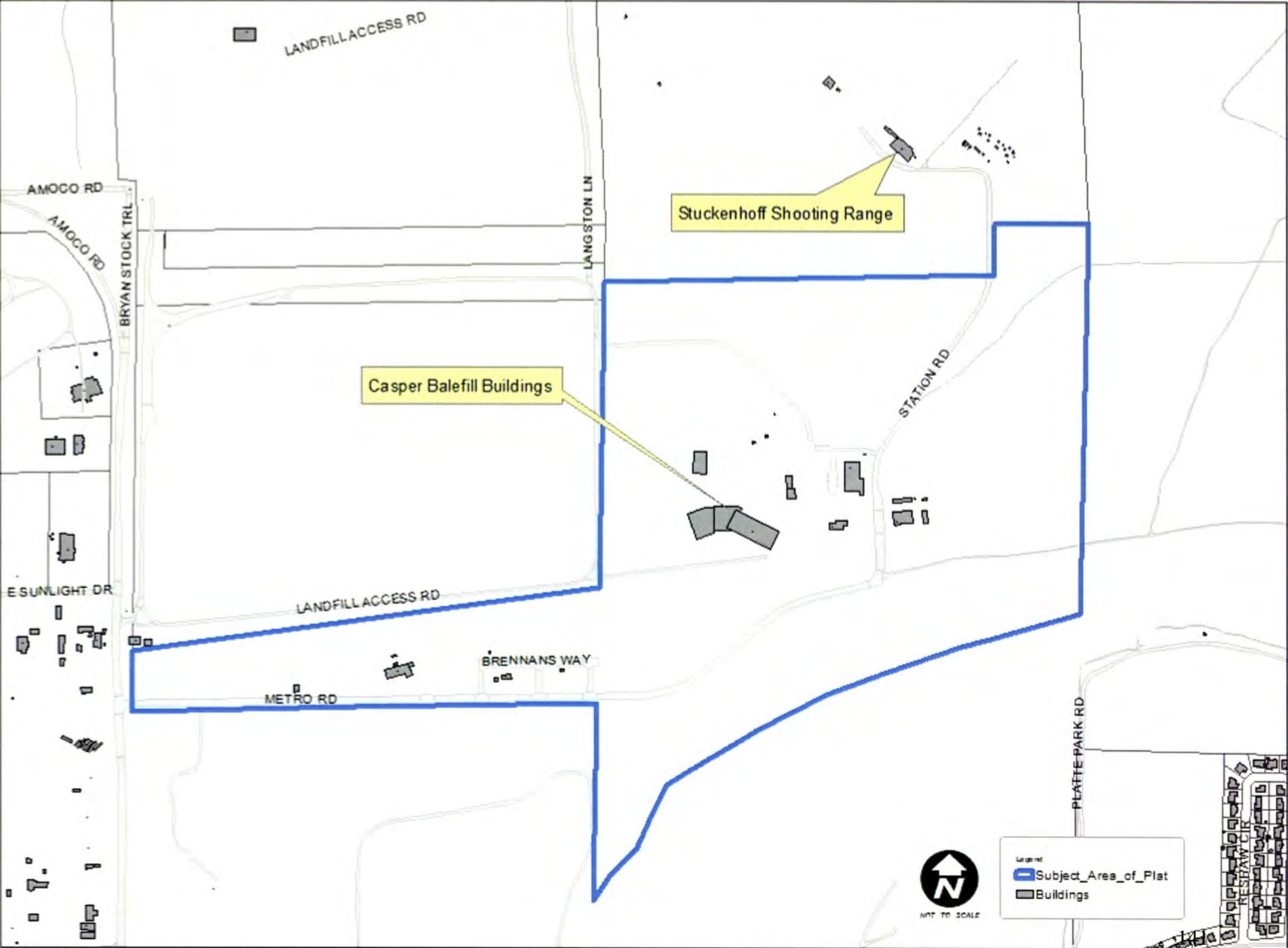
ATTEST:

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

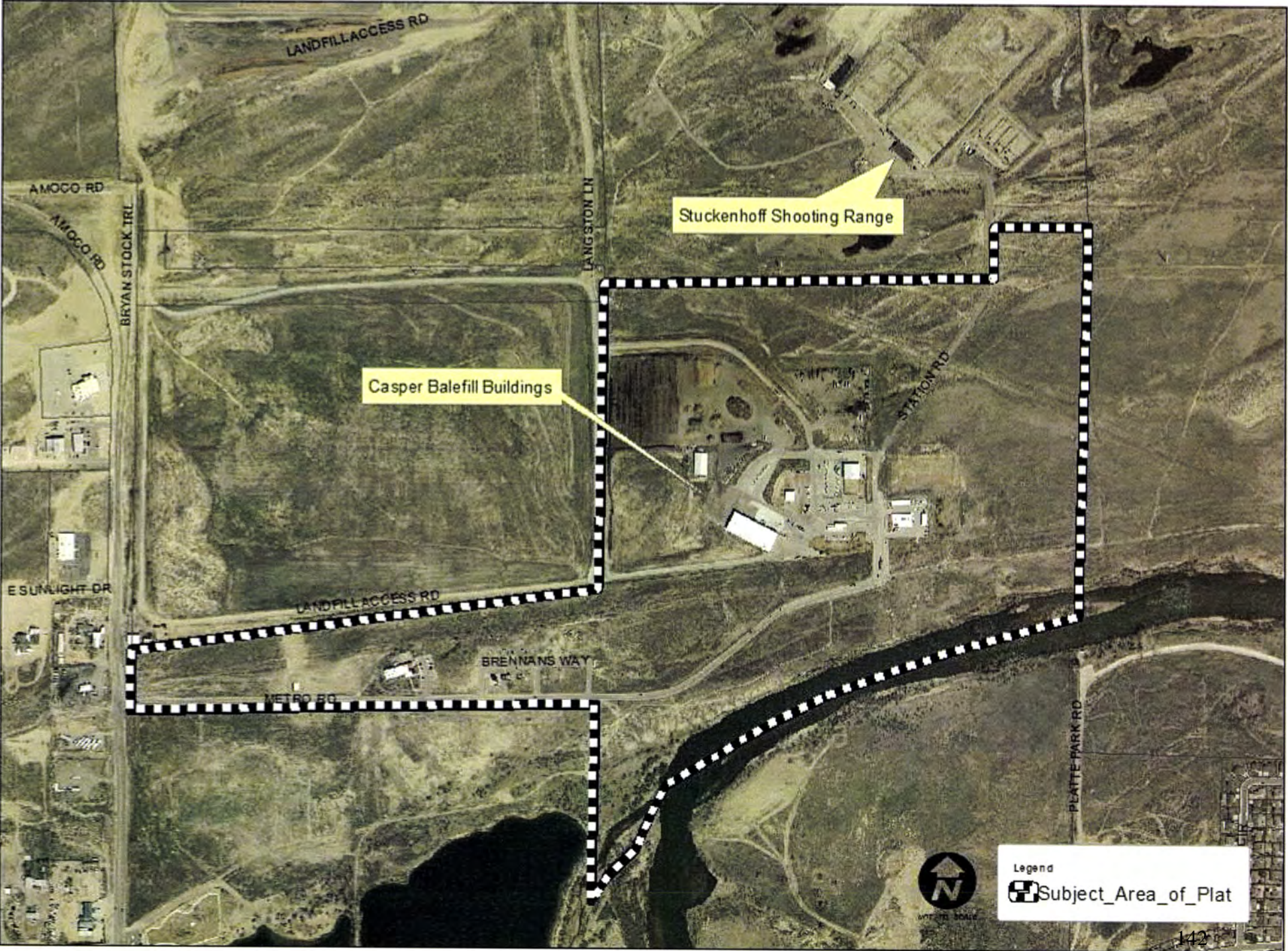
CITY OF CASPER, WYOMING  
A Municipal Corporation

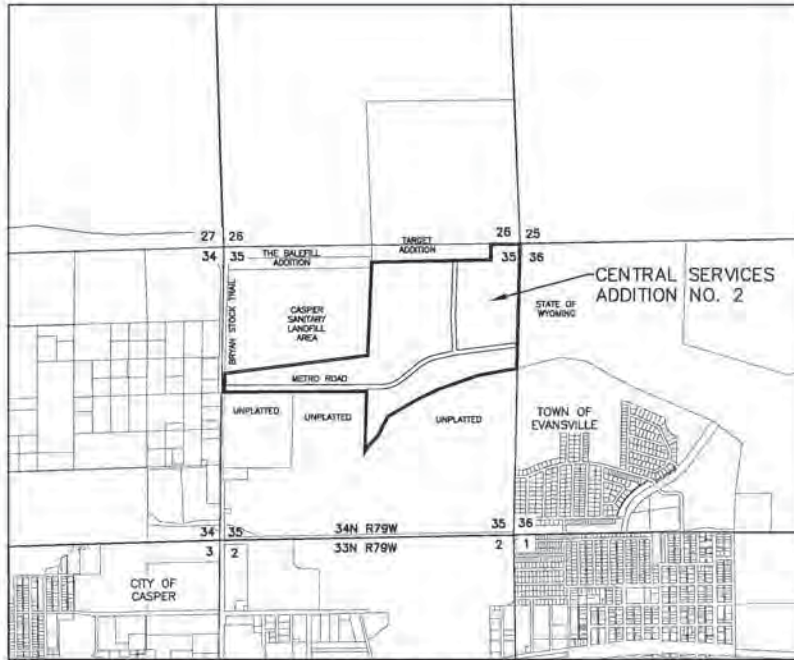
\_\_\_\_\_  
Steven K. Freel  
Mayor

# Proposed Central Services Addition No. 2



# Proposed Central Services Addition No. 2





LOCATION & VICINITY MAP  
SCALE: 1"=1000'

PLAT OF  
**CENTRAL SERVICES ADDITION NO. 2**  
 AN ADDITION TO THE CITY OF CASPER, WYOMING  
 A VACATION AND REPLAT OF THE  
 CENTRAL SERVICES ADDITION  
 TO THE CITY OF CASPER, WYOMING  
 A DIVISION OF PORTIONS OF THE S1/2NW1/4,  
 NE1/4 & NW1/4SE1/4, SECTION 35  
 TOWNSHIP 34 NORTH, RANGE 79 WEST  
 SIXTH PRINCIPAL MERIDIAN  
 NATRONA COUNTY, WYOMING  
 SHEET 1 OF 2

**CERTIFICATE OF DEDICATION**

The City of Casper, Wyoming, a Municipal Corporation, acting through its Mayor, Steven K. Fread, hereby certifies that it is the owner and proprietor of the foregoing vacation and replat of the Central Services Addition to the City of Casper, Wyoming, and being a subdivision of portions of the S1/2NW1/4, NE1/4 AND NW1/4SE1/4 of Section 35, Township 34 North, Range 79 West of the Sixth Principal Meridian, Natrona County, Wyoming, and being more particularly described by metes and bounds as follows:

Beginning of the northerly corner of the Parcel being described and also the northwest corner of said Section 35, thence S11°17'37"W, 1955.10 feet along the east line of said Parcel and the east line of said Section 35 to a witness corner, thence S11°18'41"W, 162.36 feet along the westerly line of said Parcel and the east line of Section 35 to the southerly corner of the Parcel being described and a point in and intersection with the approximate centerline of the North Platte River and the northerly line of that certain parcel as described in Instrument No. 1068975 recorded in the office of the Natrona County Clerk on August 26, 2013 and from which point the east 1/4 corner of said Section 35 bears S11°18'41"W, 453.32 feet, thence S74°17'33"W, 666.59 feet along the southerly line of said Parcel, the approximate centerline of the North Platte River, the northerly line of said Instrument No. 1068975 and the northerly line of that certain parcel as described in Instrument No. 641463 recorded in the office of the Natrona County Clerk on September 7, 1999 to a point, thence S70°18'52"W, 446.86 feet to a point, thence S69°56'52"W, 278.71 feet to a point, thence S67°25'17"W, 71.28 feet to a point, thence S62°16'49"W, 392.57 feet to a point, thence S48°18'42"W, 214.43 feet to a point, thence S34°52'26"W, 148.03 feet to a point in and intersection with the west line of said NW1/4SE1/4 and the most southerly point of the Parcel being described, thence leaving the approximate centerline of the North Platte River N1°02'00"E, 1372.27 feet along the west line of said NW1/4SE1/4 to the northwest corner thereof, thence S80°02'56"W, 1313.87 feet along the south line of the SE1/4NW1/4 to the southeast corner thereof, thence S83°01'18"W, 1214.00 feet along the south line of the SW1/4NW1/4 to the southerly corner of the Parcel being described and a point in and intersection with the west right-of-way line of Bryan Stock Trail and from which point the west 1/4 corner of said Section 35 bears S89°04'50"W, 94.98 feet, thence N0°44'01"E, 334.54 feet along the westerly line of said Parcel and the east right-of-way line of said Bryan Stock Trail to a point in and intersection with the south line of the Casper Sanitary Landfill Area Addition, thence N42°04'02"E, 2508.98 feet along the south line of said Casper Sanitary Landfill Area Addition to the southeast corner thereof and a point in and intersection with the west line of the SW1/4NE1/4, thence N1°00'00"E, 1669.44 feet along the east line of said Casper Sanitary Landfill Area Addition and the west line of said SW1/4NE1/4 and the west line of the NW1/4NE1/4 to the southwest corner of the Target Addition and from which point the north 1/4 corner of said Section 35 bears N1°00'00"E, 285.32 feet, thence N88°42'27"E, 2130.02 feet along the northerly line of said Parcel and the south line of said Target Addition to a point, thence N0°35'01"W, 278.54 feet to a point in and intersection with the north line of said Section 35, thence N89°18'43"E, 515.65 feet along the north line of said Section 35 to the point of Beginning and containing 175,014 acres, more or less.

The subdivision of the foregoing described lands is with the free consent and in accordance with the desires of the above named owner and proprietor. The name of said subdivision shall be known as "CENTRAL SERVICES ADDITION NO. 2" to the City of Casper, Wyoming. The easterly portion of Metro Road is hereby vacated as shown hereon, Memorial Way is hereby dedicated to the use of the public, as shown hereon, and all streets as shown hereon are hereby or have been previously dedicated to the use of the public and easements as shown hereon are hereby dedicated to the use of public and private utility companies for the purposes of construction, operation and maintenance of utility lines, conduits, pipes, drainage and sewers.

CITY OF CASPER, WYOMING  
 300 N. Davis Street  
 Casper, WY 82501

Steven K. Fread, Mayor of the City of Casper, Wyoming

**ACKNOWLEDGMENT**

State of Wyoming } ss  
 County of Natrona }

The foregoing instrument was acknowledged before me by Steven K. Fread, Mayor of the City of Casper, Wyoming, this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

Witness my hand and official seal.

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

Notary Public

**CERTIFICATE OF SURVEYOR**

I, Paul R. Swanson, 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 months of September, 2020 and January, 2021 and that this plat, to the best of my knowledge and belief, correctly and accurately represents said survey.



State of Wyoming } ss  
 County of Natrona }

The foregoing instrument was acknowledged before me by Paul R. Swanson this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

Witness my hand and official seal.

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

Notary Public

**APPROVALS**

APPROVED: City of Casper Planning and Zoning Commission this \_\_\_\_\_ day of \_\_\_\_\_, 2021 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 Ordinance No. \_\_\_\_\_ duly passed, adopted and approved on the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

Attest:

City Clerk

Mayor

INSPECTED AND APPROVED on the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

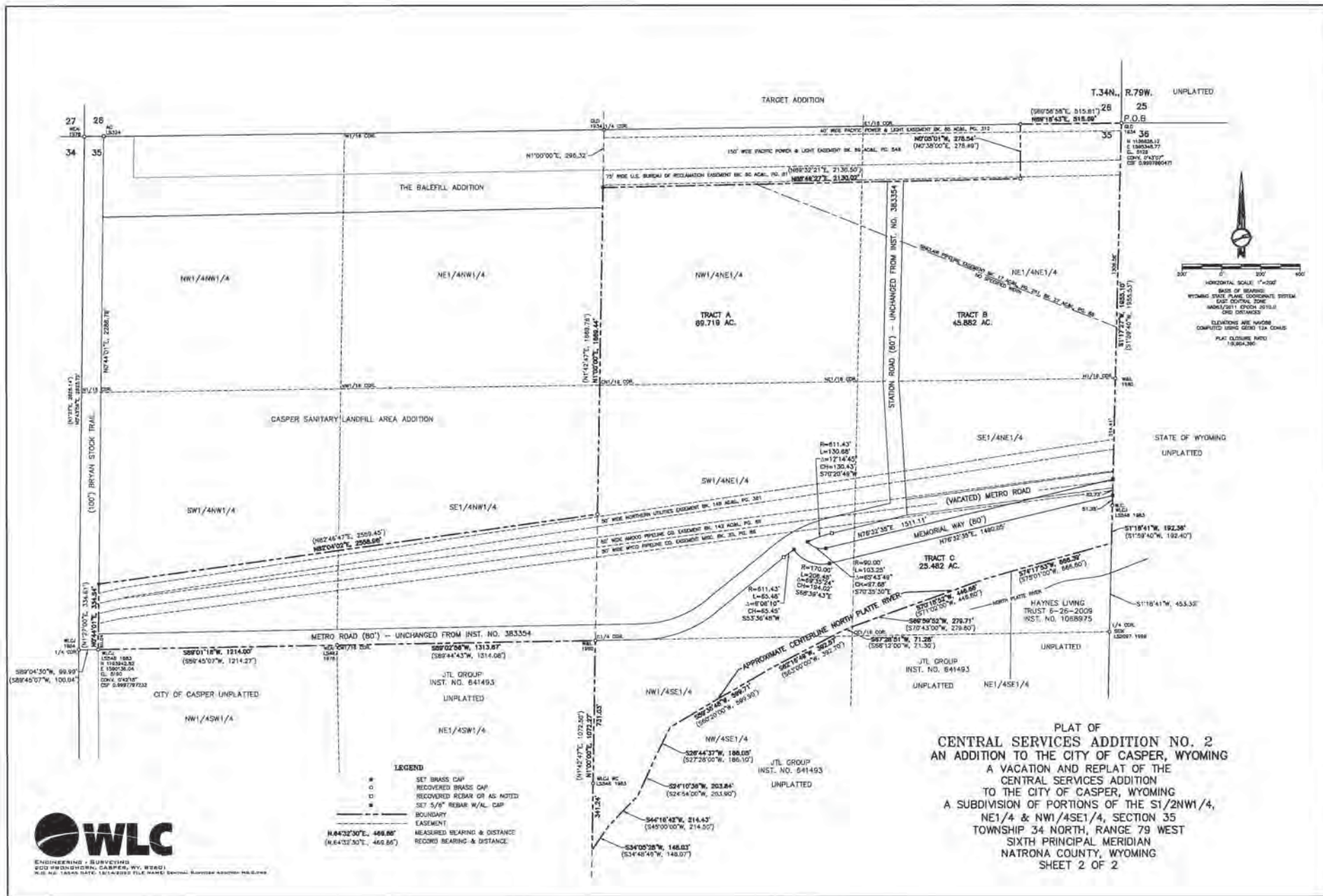
City Engineer

INSPECTED AND APPROVED on the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

City Surveyor



ENGINEERING & SURVEYING  
 2020 PROVISIONAL, CASPER, WY, W8001  
 P.O. BOX 12345 DATE: 12/15/2020 FILE NAME: CENTRAL SERVICES ADDITION NO. 2.PLT





ORDINANCE NO.10-21

AN ORDINANCE APPROVING THE VACATION AND  
REPLAT CREATING THE CENTRAL SERVICES ADDITION  
NO. 2

WHEREAS, an application has been made to vacate and replat the Central Services Addition to the City of Casper, Wyoming, to create the Central Services Addition No. 2, located in portions of the S1/2NW1/4, NE1/4 & NW1/4SE1/4 Section 35, T34N, R 79W, 6<sup>th</sup> PM, Natrona County; and,

WHEREAS, after a public hearing, the City of Casper Planning and Zoning Commission passed a motion recommending that the City Council approve the requested vacation and replat; and,

WHEREAS, the vacation and replat requires approval by ordinance, following a City Council public hearing; and,

WHEREAS, the governing body of the City of Casper finds that the above-described vacation and replat should be approved.

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

SECTION 1:

That the vacation and replat creating the Central Services Addition No. 2 is hereby approved.

SECTION 2:

This ordinance shall be in full force and effect from and after passage on three readings and publication pursuant to law.

PASSED on 1st reading the 16<sup>th</sup> day of March, 2021.

PASSED on 2nd reading the 6<sup>th</sup> day of April, 2021.

PASSED, APPROVED, AND ADOPTED on 3rd and final reading the \_\_\_\_ day of \_\_\_\_\_, 2021.

APPROVED AS TO FORM:



---

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

---

Fleur Tremel  
City Clerk

---

Steven K. Freel  
Mayor

March 25, 2021

MEMO TO: J. Carter Napier, City Manager *JCN*  
FROM: Liz Becher, Community Development Director *LB*  
SUBJECT: Consideration of a resolution approving Amendment No. 2 to the New Delta Subdivision Agreement, dated August 3, 1999

Meeting Type & Date:

Regular Council Meeting, April 20, 2021

Action Type:

Resolution

Recommendation:

The Planning and Zoning Commission recommends that Council, by resolution, approve the requested amendment to the New Delta Addition Subdivision Agreement.

Summary:

The applicants in this case are the current owners of all of the properties within the former New Delta Addition, which was originally approved in 1999. When the New Delta Addition was originally approved, the City Council included permissible land uses in the subdivision agreement in order to restrict land uses that the surrounding neighborhood found objectionable, which otherwise would generally be permitted under the C-2 (General Business) zoning of the property. Although the 1999 Subdivision Agreement restricts land uses on all lots within the original New Delta Addition, the applicants are only requesting that the restrictions found in Section 2.1 of the Agreement, pertaining to former Lot 1, be removed. The restrictions on land uses in the balance of the original New Delta Addition, found in Section 2.2 of the Subdivision Agreement, would remain in force.

The impetus for the proposed change is to allow the owner of the property to lease one of their recently constructed commercial spaces in "The Compass" commercial center to be used as a liquor store. The property in question (former Lot 1) is surrounded by commercial properties on the south and east, and by residential properties along the north property line, consisting of four (4) residential lots within the Stafford Square Subdivision that directly abut the property. If the City Council approves the proposed amendment to the Subdivision Agreement, and removes the limitations on allowable uses on the property as requested, the property will then be limited to the standard permitted and conditional uses of the C-2 (General Business) zoning district. For Council's reference, those permitted and conditional uses have been listed immediately below:

**17.68.020 - Permitted uses.**

Except as otherwise provided, no new building, structure or land use shall be erected or used in a C-2 district except:

1. Animal clinics and animal treatment centers;
2. Apartments located within a business structure;
3. Arcades/amusement centers;
4. Assisted living;
5. Automobile park, sales area or service center;
6. Automobile service stations;
7. Banks, savings and loans, and finance companies;
8. **Bars, taverns, retail liquor stores, and cocktail lounges;**
9. Bed and breakfast;
10. Bed and breakfast homestay;
11. Bed and breakfast inn;
12. Business, general retail;
13. Chapels and mortuaries;
14. Churches;
15. Clubs or lodges;
16. Convenience establishment, medium volume;
17. Dance studios;
18. Day care, adult;
19. Child care center;
20. Family child care center—zoning review;
21. Family child care home;
22. Family child care home—zoning review;
23. Electrical, television, radio repair shops;
24. Gaming/gambling;
25. Grocery stores;
26. Group homes;
27. Homes for the homeless (emergency shelters);
28. Hotels, motels;
29. Neighborhood groceries;
30. Offices, general and professional;
31. Pet shops;
32. Medical laboratories, clinics, health spas, rehabilitation centers, real estate brokers, insurance agents;
33. Parking garages and/or lots;
34. Parks, playgrounds, historical sites, golf courses, and other similar recreational facilities;
35. Pawn shops;
36. Personal service shops;
37. Pharmacies;
38. Printing and newspaper houses;
39. Reception centers;
40. Recreation centers;

41. Restaurants, cafes, and coffee shops;
42. Retail business;
43. Sundry shops and specialty shops;
44. Theaters, auditoriums, and other places of indoor assembly;
45. Thrift shops;
46. Vocational centers, medical and professional institutions;
47. Neighborhood assembly uses;
48. Regional assembly uses;
49. Branch community facilities;
50. Neighborhood grocery;
51. Conventional site-built and modular single and multifamily dwellings and "manufactured homes" meeting the definition and standards set forth in Section 17.08.010.

**17.68.030 - Conditional uses.**

The following are conditional uses in a C-2 district:

- A. Animal shelters and animal boarding houses;
- B. Apartments;
- C. Automobile repair shop;
- D. Convenience establishments, high volume;
- E. Parking lots;
- F. Public utility and public service installations and facilities; excluding business offices and repair and storage facilities;
- G. Workshop scale manufacturing, assembling, or packaging of products from previously prepared materials;
- H. Other uses as determined by the commission.

The Planning and Zoning Commission voted to support the request to amend the Subdivision Agreement after a public hearing on March 18, 2021. There were numerous written and oral public comments presented, primarily in opposition to the requested change. The video of the Planning and Zoning Commission public hearing, as well as the packet, are available on the City's website for Council's review.

Financial Considerations:

Not applicable.

Oversight/Project Responsibility:

Community Development Department – Planning Division

Attachments:

Resolution

Original 1999 Subdivision Agreement and Amendment

Subdivision Agreement Amendment No. 2

Vicinity Map/Aerial

JUL 26 2000

CITY OF CASPER/NEW DELTA ADDITION  
SUBDIVISION AGREEMENT

THIS AGREEMENT made and entered into this 3<sup>rd</sup> day of August 1999, by and between the City of Casper, a Municipal Corporation, 200 North David Street, Casper, Wyoming, hereinafter referred to as "City," and Linda Michelle Ferguson, 62 Jonquil, Casper, Wyoming, 82604, hereinafter referred to as "Owners."

WHEREAS, Owners are the owners of an 8.118 acre tract of land which comprises Lots 1 and 2 of the New Delta Addition to the City of Casper. A copy of the attached plat which heretofore has been approved by the City of Casper, is a simultaneous act with the execution of this agreement; and,

WHEREAS, it is the mutual desire of the parties hereto to have said Addition developed as a part of the City of Casper, Wyoming.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties hereto agree as follows:

SECTION 1 - OBLIGATIONS OF OWNER.

Upon written demand of the Council or the City Manager, the Owner, at his sole cost and expense, shall do, or cause to be done, the following:

1.1 Surveying:

- a. All subdivision comers and 1/16 comers shall be marked with 2" brass caps. These caps shall be set in concrete and shall show the number of the comer, elevation of the comer, identifying initial of the surveyor or company making the survey, and the license number of the surveyor making the survey or certifying the survey. The 1/16 comer shall be properly marked and verified as to the location, true elevation, and reference.
- b. Block and lot comers, points of tangency (PT's), and points of curves (PC's), shall be marked by 1/2 " by 18" rebar driven flush with the ground surface, and identified by an aluminum cap. Points of intersection (PI's) of all blocks, and the PT's and the PC's of all curves, shall be witnessed on site by an iron pin at the construction. Block and lot comers shall be marked after initial dirt moving work has been completed so that duplicate marking of lot and block comers will not be necessary. Said markers shall be in place for final inspection by the Public Services Director upon completion of the sidewalk (curbwalk), or curb and gutter.
- c. A record of all elevation data for the addition of the 1/16 comer shall be submitted to the Public Services Director prior to the issuance of any building permit.

656306

HATRONA CO. CLERK, WY  
MARY ANN COLLINS  
RECORDED

JUL 27 AM 10:32

1 OF 8

City  
↓

1.2 Construction Sequence:

Main water lines, sewer lines, storm sewer, sidewalks, 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 or designated authority for any and all phases of construction.

1.3 Certification of Construction; Repair Obligations:

- a. All improvements shall be designed and inspected by an engineer registered in Wyoming, who shall certify that the improvements, including curbs, gutter, sidewalks, paving, utility systems, storm sewers, street lighting, and etc., have been constructed in accordance with the approved plans and specifications. The certification by the engineer is required to be in writing.
- b. The Owner shall maintain, repair, and replace improvements installed by owner, if necessary, ~~all the improvements~~ for a period of one (1) year from the date the certification is approved. This obligation includes maintenance, repair or replacement for any cause during such period, including acts of third parties. Upon completion of all maintenance, repair, and replacement to the satisfaction of the City Engineer, the City shall accept the construction thereof in writing and thereafter maintain said street dedicated to the public. In the event the Owner fails to maintain, repair, or replace said improvements, City may, at its option, 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. Streets, sidewalks, curbs, and gutters shall be constructed in accordance with the 1986 AASHTO Manual "Guide for the Design of Pavement Structures" or an equal standard approved by the Public Services Director. The Owner or his assignee shall maintain adjacent sidewalks and, prior to any lot sales, the Owner shall so advise its purchasers of the obligation of maintenance and shall replace any sidewalks, curb and gutters, or curbside that was broken during construction.
- d. The sole access to Lots 1 and 2 of the New Delta Addition shall align with the access point onto 15th Street of Tract 1, Centennial Hills Business Park.

2 of 9

11/11/10



1.4 Underground Utilities and Street Lights:

All new utilities shall be located underground. This plat will not require additional installation of street lights.

1.5 Soils Analysis:

The Owner shall provide the Community Development Department with a soils analysis and subdivision lot drainage plan. Individual lot test bores will be required on each lot, with a soils analysis for the foundation design, and shall be approved by the Community Development Director and the City Engineer, prior to the issuance of a building permit.

1.6 Stormwater Management:

The Owner will not be required to provide for on-site stormwater detention. However, if at such time that the City Council elects to proceed with a drainage basin wide stormwater detention program, the Owner shall be required to participate with a proportionate share of the total costs for the detention facility or facilities for the basin affected by the development. The Owner shall be required to provide the Public Services Department, prior to approval of the subdivision plat, calculations of pre-development and post-development stormwater runoff values from the development for the ten (10) and one hundred (100) year return period storms.

1.7 Erosion Control Program:

An earthwork permit shall be obtained from the Public Services Director prior to any earthwork taking place on the Addition. The Owner will be required to obtain an Erosion Control Bond for the developed portion of the lot area in the amount of \$9,207, based on \$.05 per square foot of developed land.

1.8 Retaining Walls and Fences:

Any retaining walls constructed within the subdivision by the Owner/Developer shall be designed and certified by a Wyoming registered professional engineer, with said plans being approved by the Public Services Director and Community Development Director. 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.

1.9 Issuance of Building Permits:

All building permits will be issued by the Community Development Director in accordance with Casper Municipal Code, Section 16.12.030.

1.10 Water and Sewer:

- a. Curb boxes shall be left near the south easement line 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 City's satisfaction of such that are damaged or destroyed. If Owner shall fail or refuse to promptly repair or replace such boxes as required, they may do so and charge Owner directly for said cost. 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 sewer lines 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 by the City. Sewer sizes shall be as determined by the City.
- c. The Owner, at his own cost, shall install sewer service lines, in accordance with City specifications, to the property line so as to serve each lot or building site in the Addition.
- d. 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 City's satisfaction. If the Owner fails, refuses, or neglects to repair or replace said damaged items, the City may do so and deduct the cost thereof from the City's oversizing contribution or, alternatively, charge the Owner directly for said cost. 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, and said obligation shall continue until the sewer line and the system within the Addition is accepted by the City's representatives; provided, however, that acceptance of part of the system shall not relieve the Owner of the obligations herein imposed in the event of damage by reason of future sewer construction within said Addition.
- e. In the event water and sewer mains are existing in streets adjacent to the Addition, and the cost of such lines was not borne by the present or previous owners of the Addition, the Owner agrees to pay the then-current street lateral charge for each lot prior to connecting to said water and sewer mains.
- f. 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 or sewer systems, the then-existing water connection charge, sewer connection charge, and water meter charge shall be paid to the City.
- g. Each building in the Addition shall install the following water saving devices: pressure reducing valve limiting pressure to a maximum of 60 psi, toilets with a

4 of 9

maximum flush of 3 ½ gallons, aerators (which provide for a maximum flow of 1.0 gpm) on all bathroom sinks, and water saving shower heads to limit flows to a maximum of 3.0 gpm. Water and sewer service will not be provided to any building not meeting these requirements.

- h. All necessary easements up to and through the subdivision shall be obtained by the Owner. The Owner promptly shall deliver easements in form acceptable for recording, wherever reasonably required for the purposes of enabling the City to install, maintain, and repair its sewer lines, water lines, fire hydrants, and future bikeway/pedestrian pathway.
- i. No occupancy of buildings in the Addition will be made until acceptance of the water and sewer system by the City. Before acceptance will be made, the final operational inspection shall be performed, and as-built drawings, including location of water and sewer service lines, shall be provided.

## SECTION 2 - OBLIGATIONS OF CITY.

2.1 Lot I shall be zoned C-2 (General Business) Limited with an increased rear yard setback requirement ~~25'~~ 50' and with the permitted uses limited to the following:

- a. Banks, savings and loans, and finance companies.
- b. Neighborhood convenience establishments with food and gas (no diesel fuel and limited to one lot for this development).
- c. Dance studios.
- d. Electrical and television repair shops (including electronic and computer equipment).
- e. Day cares.
- f. General and professional offices.
- g. Pet shops.
- h. Medical laboratories and clinics, health spas, and rehabilitation centers.
- i. Real estate brokers, insurance agents.
- j. Personal service shops.
- k. Pharmacies.
- l. Restaurants with liquor service (Limited to restaurant liquor license only).
- m. Cafes, coffee shops and restaurants (no drive-up service or windows permitted).
- n. Sundry shops, specialty shops.
- o. Theaters.
- p. Vocational centers, medical and professional institutions.
- q. Retail-General (excluding tire stores, car washes, automobile service centers, automobile sales, auto parts, liquor stores, massage parlors, tattoo parlors, body piercing parlors, adult video and book stores or other land uses not compatible with the neighborhood convenience land uses.

2.2 Lot 2 will be zoned C-1 (Neighborhood Convenience) Limited with a 25' side yard and rear yard setback requirement ~~and a 50' rear yard setback requirement~~ height limitations

of one story as viewed from the east of the subject property and with permitted uses restricted to the following:

- a. Assisted living.
- b. General and professional offices.
- c. Medical clinics and health spas.
- d. Parks, playgrounds, historical sites, and other similar recreational facilities.
- e. Pharmacies.

2.3 The City shall issue a building permit and occupancy permit for the building pursuant to Title 15 of the Casper Municipal Code, under the terms of this agreement and upon performance by the Owner of the conditions set forth above. All building permits will be issued by the Community Development Director in accordance with Casper Municipal Code.

### SECTION 3 - 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 successors in interest.
- b. After written notice to the Owner of those items which have not been completed or properly completed, and upon failure to cure the same by the Owner 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 paragraph 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. Owner further agrees to pay all reasonable attorney's 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. This document, its interpretation, and enforcement shall be governed by the laws of the State of Wyoming.

THIS AGREEMENT shall be binding upon, and shall inure to the benefit of all parties hereto, their successors and assigns.

THE OWNER represents by his signature below, that there are no outstanding mortgages against the property to which this agreement relates; or, 'in the alternative, if a mortgage exists by its signature below the mortgage holder, and all mortgage holders consent to the terms of this contract on their own behalf and on behalf of their successors. In the event that the mortgage

6 of 9

156204

holder becomes the owner of the property, the mortgage holder is not bound to physically complete the improvements agreed to by Owner. Mortgage holder is not a guarantor of the obligations of the Owner, except that mortgage holder's interest is subject to any dedications or other conveyances made by owner to the public, the City or any other public entity. However, any other subsequent property owner is obligated to complete the obligations of the Owner.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written above.

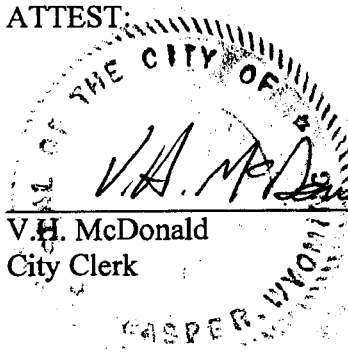
APPROVED AS TO FORM:

W. Jackson Stewart

CITY OF CASPER, WYOMING  
A Municipal Corporation

ATTEST:

V.H. McDonald  
V.H. McDonald  
City Clerk



James W. Monroe  
James W. Monroe  
Mayor

WITNESSETH:

Janet R. Adels  
By:

Linda Michelle Ferguson  
Linda Michelle Ferguson

7089

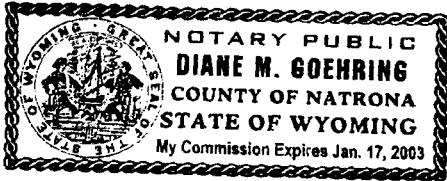
ACKNOWLEDGEMENT

(SEAL)

STATE OF WYOMING )  
 ) ss.  
COUNTY OF NATRONA )

The foregoing instrument was acknowledged before me by James W. Monroe, Mayor,  
this 4<sup>th</sup> day of August, 1999.

WITNESS my hand and official seal.



Diane M. Goehring  
Notary Public

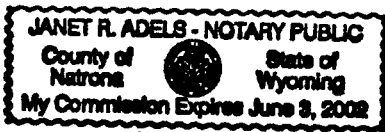
My Commission Expires:

(SEAL) ACKNOWLEDGMENT

STATE OF WYOMING )  
 ) ss.  
COUNTY OF NATRONA )

The foregoing instrument was acknowledged before me by Linda Michelle Ferguson, this  
3<sup>rd</sup> day of August, 1999.

WITNESS my hand and official seal.



Janet R. Adels  
Notary Public

My Commission Expires: June 3, 2002



**FIRST AMENDMENT TO NEW DELTA ADDITION  
SUBDIVISION AGREEMENT**

This First Amendment to the New Delta Addition Subdivision Agreement ("Agreement") is made and entered into this 10 day of January, 2018, by and among the following parties:

1. The City of Casper of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601 ("City").

2. Topol, LLC, A Wyoming Limited Liability Company, 4140 Centennial Hills Boulevard, Casper, Wyoming 82609 ("Owner").

3. Wyoming Orthopaedic Institute, LLC, A Wyoming Limited Liability Company, 4140 Centennial Hills Boulevard, Casper, Wyoming 82609 ("Owner").

Throughout this Agreement, City and Owner may be individually referred to as a "party" or collectively referred to as the "parties."

WHEREAS, the parties wish to amend the New Delta Addition Subdivision Agreement dated August 3, 1999, recorded in the office of the Natrona County Clerk as Instrument No. 656306, as it pertains to Section 2.1 "Obligations of the City."

NOW, THEREFORE, the parties hereby agree that Section 2.1(m) of the New Delta Addition Subdivision Agreement is hereby amended to allow Cafes, coffee shops and restaurants with drive-up service or windows, to read as follows:

m. Cafes, coffee shops and restaurants (~~no drive-up service or windows permitted~~).

All other terms and conditions of the New Delta Addition Subdivision agreement not specifically amended herein shall remain in full force and effect as if set forth in full herein.

IN WITNESS WHEREOF, the parties have set their hands the date and year first above written.





APPROVED AS TO FORM:

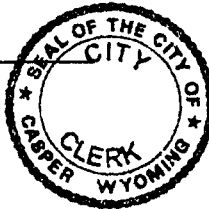
Walter Tremel

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

[Signature]

Fleur D. Tremel  
City Clerk



[Signature]

Ray Pacheco  
Mayor

WITNESS:

OWNER  
Topol, LLC

By: Charles Robertson

By: [Signature]

Printed Name: Charles Robertson

Printed Name: SAOUCETT

Title: CEO

Title: Member

WITNESS:

OWNER  
Wyoming Orthopaedic Institute, LLC

By: Charles Robertson

By: [Signature]

Printed Name: Charles Robertson

Printed Name: Eric Lintford

Title: CEO

Title: President

STATE OF WYOMING )  
 ) ss.  
COUNTY OF NATRONA )

This instrument was acknowledged before me on this 6<sup>th</sup> day of February, 2018, by Ray Pacheco, as the Mayor of the City of Casper.

(Seal, if any)



[Signature]  
(Signature of notarial officer)

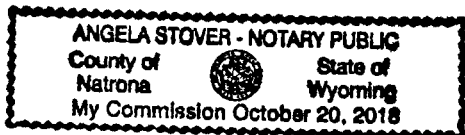
Notary  
Title (and Rank)

[My Commission Expires: 05/23/19]

STATE OF WYOMING )  
 ) ss.  
COUNTY OF NATRONA )

This instrument was acknowledged before me on this 10 day of January, 2018, by Steve Brent MD as the member of Topol, LLC.

(Seal, if any)



Angela Stover  
(Signature of notarial officer)

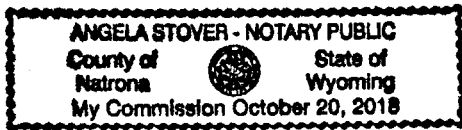
Notary  
Title (and Rank)

[My Commission Expires: October 20, 2018]

STATE OF WYOMING )  
 ) ss.  
COUNTY OF NATRONA )

This instrument was acknowledged before me on this 10 day of January, 2018, by Eric L. Ford MD as the President of Wyoming Orthopaedic Institute, LLC.

(Seal, if any)



Angela Stover  
(Signature of notarial officer)

Notary  
Title (and Rank)

[My Commission Expires: October 20, 2018]

**AMENDMENT NO. 2 TO NEW DELTA ADDITION  
SUBDIVISION AGREEMENT**

This Second Amendment to the New Delta Addition Subdivision Agreement ("Agreement") is made and entered into this 13 day of April, 2021, by and among the following parties:

1. The City of Casper of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601 ("City").

2. True Land and Realty, LLC, A Wyoming Limited Liability Company, PO Box 2360, Casper, Wyoming 82602 ("Owner").

3. Wyoming Orthopaedic Institute, LLC, A Wyoming Limited Liability Company, 4140 Centennial Hills Boulevard, Casper, Wyoming 82609 ("Owner").

Throughout this Agreement, City and Owner may be individually referred to as a "party" or collectively referred to as the "parties."

WHEREAS, the parties wish to amend the New Delta Addition Subdivision Agreement dated August 3, 1999, recorded in the office of the Natrona County Clerk as Instrument No. 656306, as it pertains to Section 2.1 "Obligations of the City."

NOW, THEREFORE, the parties hereby agree that Section 2.1 of the New Delta Addition Subdivision Agreement is hereby removed from said document, and the land use restrictions therein are of no further force or effect. The area described under said agreement, as Lot 1 shall remain zoned as C-2 (General Business), and shall be subject to the list of permitted and conditional uses identified under C-2 (General Business) zoning within the Casper Municipal Code, as may be amended.

All other terms and conditions of the New Delta Addition Subdivision agreement not specifically amended herein shall remain in full force and effect as if set forth in full herein.

IN WITNESS WHEREOF, the parties have set their hands the date and year first above written.

APPROVED AS TO FORM:

Wallace Tremel IV

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

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

WITNESS:

OWNER  
True Land and Realty, LLC

By: [Signature]

By: [Signature]

Printed Name: Martin Axelrod

Printed Name: Ken White Jr

Title: Real Estate and property Director

Title: Treasurer

WITNESS:

OWNER  
Wyoming Orthopaedic Institute, LLC

By: [Signature]

By: [Signature]

Printed Name: CEO Charles Robertson

Printed Name: [Signature]

Title: CEO

Title: President

STATE OF WYOMING )  
 ) ss.  
COUNTY OF NATRONA )

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by Steven K. Freel, as the Mayor of the City of Casper.

(Seal, if any)

\_\_\_\_\_  
(Signature of notarial officer)

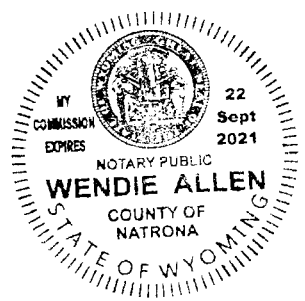
\_\_\_\_\_  
Title (and Rank)

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

STATE OF WYOMING )  
 ) ss.  
COUNTY OF NATRONA )

This instrument was acknowledged before me on this 13<sup>th</sup> day of April, 2021, by Ken White, Jr. as the Treasurer of True Land and Realty, LLC.

(Seal, if any)



Wendie Allen  
(Signature of notarial officer)

Executive Assistant to David L. True  
Title (and Rank)

[My Commission Expires: 9/22/2021]

STATE OF WYOMING )  
 ) ss.  
COUNTY OF NATRONA )

This instrument was acknowledged before me on this 13<sup>th</sup> day of April, 2021, by Robert Allaire, MD as the President of Wyoming Orthopaedic Institute, LLC.

(Seal, if any)



Heather Phillips  
(Signature of notarial officer)  
Billing Manager  
Title (and Rank)

[My Commission Expires: 11/23/2024]





# Proposed Amendment to the New Delta Addition Subdivision Agreement



Lot 1

Lot 2



RESOLUTION NO. 21-44

A RESOLUTION APPROVING AMENDMENT NO. 2 TO THE  
NEW DELTA ADDITION SUBDIVISION AGREEMENT,  
DATED AUGUST 3, 1999

WHEREAS, all property owners, owning all properties within the area formerly  
platted as the New Delta Addition ("Parties") have requested an amendment to the New Delta  
Addition Subdivision Agreement, dated August 3, 1999, recorded in the office of the Natrona  
County Clerk as Instrument No. 656306; and,


WHEREAS, the City of Casper Planning and Zoning Commission held a public  
hearing on March 18, 2021 to obtain public input, and passed a motion recommending that the City  
Council approve said amendment; and,

WHEREAS, the governing body of the City of Casper finds that the requested  
amendment should be approved.

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, this resolution approving Amendment No. 2 to the New  
Delta Addition Subdivision Agreement, under the terms and conditions therein.

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2021.

APPROVED AS TO FORM:

  
\_\_\_\_\_



ATTEST:

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

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

March 25, 2021

MEMO TO: J. Carter Napier, City Manager   
FROM: Liz Becher, Community Development Director   
SUBJECT: Consideration of a resolution approving a vacation and replat creating the Mountain Plaza Pathway Addition

Meeting Type & Date:

Regular Council Meeting, April 20, 2021

Action Type:

Resolution

Recommendation:

The Planning and Zoning Commission recommends that Council, by resolution, approve the vacation and replat creating the Mountain Plaza Pathway Addition

Summary:

The City of Casper is the applicant for the proposed vacation and replat creating the Mountain Plaza Pathway Addition. The purpose of the replat is to create an independent lot for the construction of a pedestrian pathway that will ultimately connect to Morad Park on the north side of CY Avenue. The adjacent property owners transferred ownership for the subject property to the City, with the understanding that they would be relieved of all legal liability for the property. The subdivision/lot has frontage on CY Avenue, and meets all minimum access and size requirements of City code.

The Planning and Zoning Commission voted to support the vacation and replat after a public hearing on March 18, 2021. No public comments were submitted; and there were no recommended conditions of approval.

Financial Considerations:

Not applicable.

Oversight/Project Responsibility:

Craig Collins, AICP, City Planner – Community Development Department

Attachments:

Resolution  
Vicinity Map/Aerial  
Plat

# Mountain Plaza Pathway Addition



PLAT OF  
**"MOUNTAIN PLAZA PATHWAY ADDITION"**  
 A REPLAT OF TRACT A, MOUNTAIN PLAZA ADDITION NO 2  
 PORTION OF LOT 6, MOUNTAIN PLAZA ADDITION NO 4  
 TO THE CITY OF CASPER, WYOMING  
 BEING A SUBDIVISION OF A PORTION OF  
 LOT 1, SECTION 19  
 TOWNSHIP 33 NORTH, RANGE 79 WEST  
 SIXTH PRINCIPAL MERIDIAN  
 NATRONA COUNTY, WYOMING

**CERTIFICATE OF DEDICATION**

The City of Casper, Natrona County, Wyoming, a municipal corporation, acting through its Mayor, Steven K. Free, hereby certifies that they are the owners and proprietors of the foregoing portion and replat of Lot 1, Section 19, 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:

Beginning at the most westerly corner of the Platte being described and the most westerly corner of said Lot 4, Mountain Plaza Addition, and a point in the westerly line of way of CY Avenue, thence from said Point of Beginning and along the westerly line of said Platte being described, and the westerly line of said Lot 4, Mountain Plaza Addition, 1287'24", 87.32 feet to a point, thence continuing along the westerly line of said Platte being described, and the westerly line of said Lot 4, Mountain Plaza Addition, 681'07"12", 15.00 feet to a point, thence continuing along the westerly line of said Platte being described, 320'72"45", 85.00 feet to a point to and intersection with the southerly line of said Lot 6, Mountain Plaza Addition, No. 4, 128'25"24", 57.75 feet to a point, thence continuing along the westerly line of said Platte being described and the westerly line of said Platte being described, 320'72"45", 144.37 feet to a point, thence continuing along the westerly line of said Platte being described, 320'72"45", 15.00 feet to the most westerly corner of said Platte and a point to and intersection with the westerly line of said Lot 6, Mountain Plaza Addition, No. 4, and the westerly line of Lot 6, Mountain Plaza Addition, No. 2, thence along the westerly line of the Platte being described and the westerly line of Lot 6, Mountain Plaza Addition, No. 2, 505'09"16", 50.55 feet to the most westerly corner of Lot 2, Mountain Plaza Addition, No. 2, thence continuing along the westerly line of said Platte being described and the westerly line of Lot 2, Mountain Plaza Addition, No. 2, 420'10"16", 104.96 feet to a point, thence continuing along the westerly line of said Platte being described and the westerly line of Lot 2, Mountain Plaza Addition, No. 2, 165'35"16", 37.64 feet to a point, thence continuing along the westerly line of said Platte being described and the westerly line of Lot 2, Mountain Plaza Addition, No. 2, 420'10"16", 181.15 feet to the most westerly corner of the Platte being described and the most westerly corner of said Lot 2, Mountain Plaza Addition, No. 2, and a point to and intersection with the westerly line of way of CY Avenue, thence along the northerly line of said Platte being described and said westerly line of way of CY Avenue, 663'54"45", 36.16 feet to said Point of Beginning and containing 0.278 acres, more or less as set forth by the said plat and made a part hereof.

The replat and subdivision of the foregoing described lands as appears on this plat is in compliance with the provisions of the Statutes of the State of Wyoming and the provisions of the Ordinance of the City of Casper, Wyoming, and all of which are herein referred to as if they were specifically recited in the public, and especially as aforesaid, no funds or have been previously dedicated to the use of public and public utility purposes for the purpose of construction, operation and maintenance of street tracks, utility lines, or other public and private utilities and purposes.

CITY OF CASPER, NATRONA COUNTY, WYOMING  
 200 N. OAK STREET  
 CASPER, WYOMING 82401

**ACKNOWLEDGMENT**

State of Wyoming }  
 County of Natrona }  
 I, the undersigned, being duly qualified and sworn, do hereby certify that the foregoing instrument was acknowledged before me by Steven K. Free, Mayor of the City of Casper, Wyoming, on this \_\_\_\_\_ day of \_\_\_\_\_, 2021.  
 My Commission Expires \_\_\_\_\_  
 My Commission Expires \_\_\_\_\_  
 My Commission Expires \_\_\_\_\_

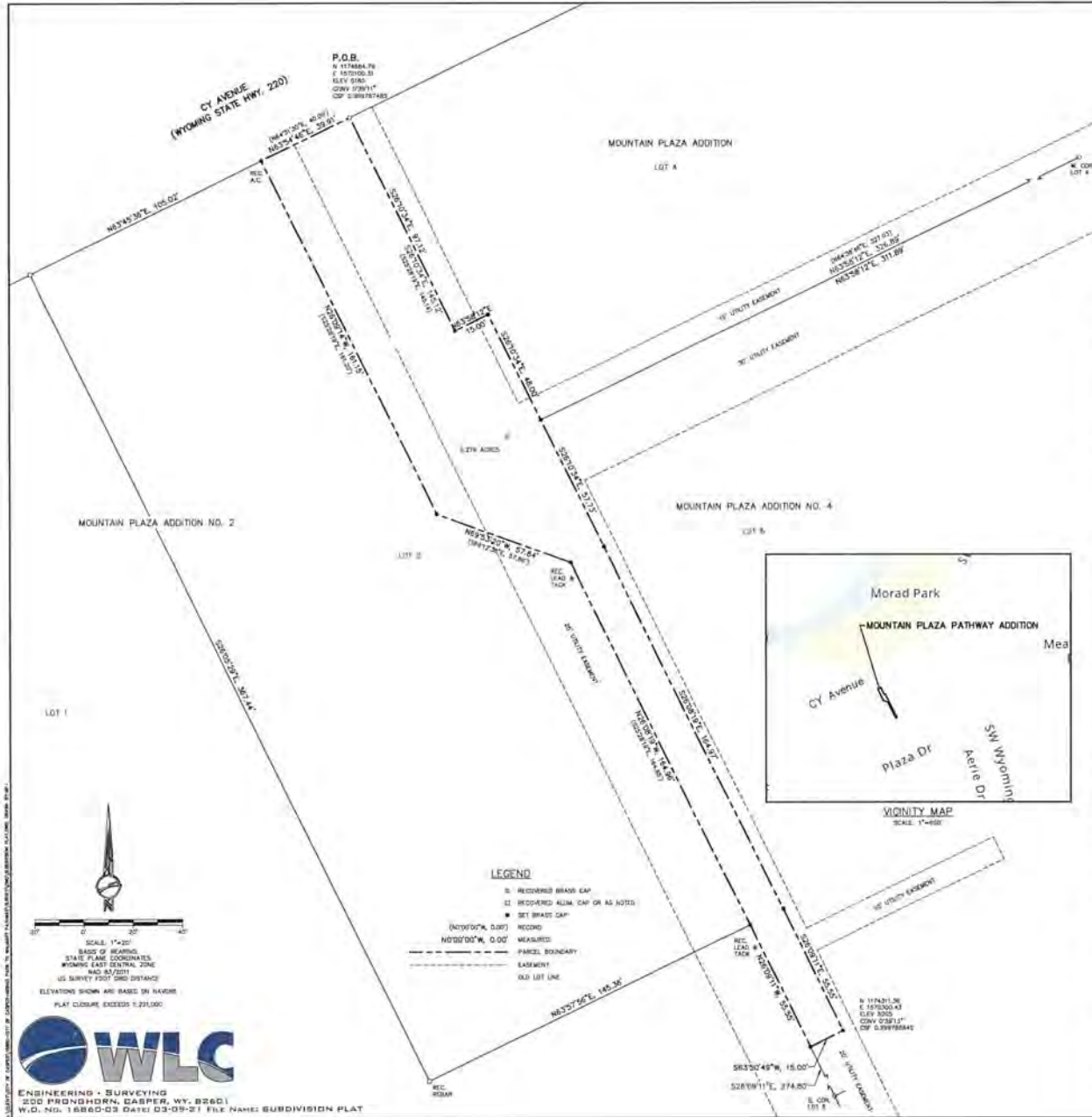
**APPROVALS**

APPROVED: City of Casper Planning and Zoning Commission, this \_\_\_\_\_ day of \_\_\_\_\_, 2021, 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. \_\_\_\_\_, do hereby passed, adopted and approved on the \_\_\_\_\_ day of \_\_\_\_\_, 2021.  
 Mayor \_\_\_\_\_  
 City Clerk \_\_\_\_\_  
 CITY ENGINEER \_\_\_\_\_  
 CITY SURVEYOR \_\_\_\_\_

**SURVEYORS CERTIFICATE**

I, Paul R. Swanson, a 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 under my direct supervision between the months of December, 2019 and November, 2020 and that this plat, to the best of my knowledge and belief, accurately represents said survey.

Wyoming Registration No. 10272 L.S.  
 The foregoing instrument was acknowledged before me by Paul R. Swanson this \_\_\_\_\_ day of \_\_\_\_\_, 2021.  
 My Commission Expires \_\_\_\_\_  
 My Commission Expires \_\_\_\_\_  
 My Commission Expires \_\_\_\_\_



**WLC**  
 ENGINEERING • SURVEYING  
 200 PRITCHARD, CASPER, WY. 82401  
 W.D. NO. 1-886-CB DATE: 03-09-21 FILE NAME: SUBDIVISION PLAT

RESOLUTION NO. 21-45

A RESOLUTION APPROVING THE REPLAT CREATING THE  
MOUNTAIN PLAZA PATHWAY ADDITION

WHEREAS, an application has been made to vacate and replat Tract A, Mountain Plaza Addition No. 2; a portion of Lot 4, Mountain Plaza Addition; and a portion of Lot 6, Mountain Plaza Addition No. 4, to create the Mountain Plaza Pathway Addition; and,


WHEREAS, the City of Casper Planning and Zoning Commission passed, after a public hearing, a motion recommending that the City Council approve said vacation and replat; and,

WHEREAS, the governing body of the City of Casper finds that the above-described vacation and replat should be approved.

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, this resolution approving the vacation and replat as described above.

PASSED, APPROVED, AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

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

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

March 24, 2021

MEMO TO: J. Carter Napier, City Manager *JCN*  
FROM: Liz Becher, Community Development Director *LB*  
Craig Collins, Building/Code Enforcement Manager  
SUBJECT: Approval of Contracts for the Abatement of Weeds and Litter

Meeting Type & Date:

Regular Council Meeting – April 20, 2021

Action Type:

Resolution

Recommendation:

That Council, by resolution, authorize one-year contracts with AAA Landscaping, LLC, B & B Sales and Service, Brian's Go To Service, Two Brothers Lawn Services and Snow Removal, LLC, and Xtreme Landscaping, LLC for weed mowing and litter abatement within the City of Casper, commencing May 1, 2021, and continuing through April 30, 2022.

Summary:

On March 7, 2021 and March 14, 2021, the City's Code Enforcement Division publicly advertised Request for Bids in the legal section of the Casper Star Tribune, as well as on the City's website, for weed mowing and litter abatement.

The City is in receipt of (5) bids from local contractors for the desired services. Because the above referenced companies have other clients that they do work for, it is important that Code Enforcement have several contractors they can rely on. Job assignments will be rotated between the five contractors based on their availability and pricing. The Request for Bids, Contracts, and Resolutions are attached for Council's review.

Financial Considerations:

Funding for abatement of weeds and litter is budgeted from the FY 2021/2022 General Fund, Code Enforcement Lawn and Tree Abatement line item. Once invoices are received from our Code Enforcement contractors, the property owners/tenants are billed for the services provided.

Oversight/Project Responsibility:

Community Development Department - Code Enforcement Division

Attachments:

- Request for Bid, Contract for Professional Services and Resolution – AAA Landscaping, LLC
- Request for Bid, Contract for Professional Services and Resolution - B & B Sales and Service
- Request for Bid, Contract for Professional Services and Resolution – Brian’s Go To Service
- Request for Bid, Contract for Professional Services and Resolution – Two Brothers Lawn Services and Snow Removal, LLC
- Request for Bid, Contract for Professional Services and Resolution – Xtreme Landscaping, LLC



**CITY OF CASPER  
REQUEST FOR BIDS / SCOPE OF SERVICES  
WEED MOWING AND LITTER ABATEMENT  
FOR THE COMMUNITY DEVELOPMENT DEPARTMENT  
CASPER, WYOMING**

The City of Casper will accept sealed bids for **WEED MOWING AND LITTER ABATEMENT**, until **4:00 p.m.**, local time, **FRIDAY, MARCH 19, 2021**, at the **COMMUNITY DEVELOPMENT DEPARTMENT**, City Hall, 200 North David, Room 205, Casper, Wyoming.

Complete information is essential for proper evaluation of bids, and bidders are cautioned to submit complete and accurate data with their bids. **FAILURE TO DO SO MAY BE HELD AS GROUNDS FOR DISQUALIFICATION OF BIDS.**

Bidders who are residents of the State of Wyoming will receive preference as provided by Wyoming Statute, Section 16-6-101 et seq.

In the event of any claim, suit, or demand, which may result from a bid or bids submitted hereunder, or the award of any contract as a result of submission of a bid, the bidder or bidders agree that Wyoming law shall govern any such claim, suit, or demand and the rights and duties of the parties thereunder.

**GOVERNMENTAL CLAIMS ACT**

The City does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statute, Section 1-39-101 et seq. The City specifically reserves the right to assert any and all immunities, rights and defenses it may have pursuant to the Wyoming Governmental Claims Act.

**AT A MINIMUM, REQUEST FOR BIDS SHALL ADDRESS THE FOLLOWING ITEMS:**

**I. WORK PROGRAM**

The following work program generally describes the task to be accomplished by the individual or company in response to this document.

**A. THE INDIVIDUAL OR COMPANY SHALL PROVIDE:**

1. Weed / grass cutting and removal in a timely manner.
2. Litter and trash removal in a timely manner.
3. As a contracted representative of the City, the individual/company shall provide outstanding customer service to the organization, and to citizens during the performance of the contracted work.

**B. PROPOSED COSTS:**

The individual or company shall submit bids based on a cost per square foot of the area identified for **weed mowing, grass cutting, removal of the same; and a cost per cubic yard for litter/trash removal.** (All weed and grass mowing shall be as per City code.). These bids/costs will be utilized over the entire term of the contract.

1. If the area to be mowed is 2,500 square feet or less, the cost of mowing shall be billed at \$ \_\_\_\_\_ per square foot.
2. If the area to be mowed is between 2,501 square feet and 5,000 square feet, the cost of mowing shall be billed at \$ \_\_\_\_\_ per square foot.
3. If the area to be mowed is greater than 5,000 square feet, the cost of mowing shall be billed at \$ \_\_\_\_\_ per square foot.
4. Litter and trash removal shall be \$ \_\_\_\_\_ per cubic yard to remove, transport, and dispose of legally.

**\*The minimum charge for small jobs/projects will be \$35.00.**

Allowances for excessive height of weeds or grass, extreme topography, or any other conditions that may affect the costs of performing the work described above must be calculated into the square footage cost, or the cubic yard cost. The Request for Bids must contain all items outlined and must be submitted in the manner described under **RESPONSES** below. **Bids that are submitted in any other manner may be cause to disqualify the submittal or bid.**

**C. PERMIT AND DUMP FEE:**

The Contractor shall be responsible for obtaining any required permits from the City and paying the required fee. Debris deposited at the City Landfill shall be subject to the required City fee and paid by the Contractor.

**II. PROGRAM SCHEDULE**

The Contractor shall be available to start the program on **MAY 1, 2021**, and continue on the program up to and through **APRIL 30, 2022**.

**III. EXPERIENCE**

The Request for Bids **shall include** information relative to the following:

- A. The individual's/company's experience and qualifications.

- B. Number of Staff.
- C. The types and kinds of equipment operated by the company/individual.
- D. Present and future workload, and a statement of ability to perform assigned work from the City in a timely manner.
- E. Proof of commercial liability insurance.
- F. Proof of worker's compensation insurance.
- G. An acknowledgement that the individual/company will execute a Hold-Harmless Agreement, in a form acceptable to the City.
- H. Contact information for the company, including phone number and Email address.

#### IV. REFERENCES

Appropriate professional references should be available, if requested by the City.

#### V. RESPONSES

Individuals or companies responding to the Request for Bids shall submit an original in a sealed envelope marked "**BID ENCLOSED, WEED MOWING AND LITTER ABATEMENT.**" Return address/company information shall also be written on the envelope.

#### VI. SPECIAL CONDITIONS

Bids must be returned to the City of Casper, Community Development Office, 200 North David, Room 205, Casper, Wyoming, 82601, at the time and date specified on the Request for Bids. Proposals received after the 4:00 p.m.. deadline will be returned to the bidder unopened. **Bids will be publicly opened at 4:30 p.m., local time, on March 19, 2021**, in the Community Development Office, City Hall, 200 North David Street, Room 205, Casper, Wyoming 82601.

The City reserves the right to reject any and all bids; to waive any and all irregularities or informalities; to negotiate specific contract terms not inconsistent with the Request for Bids with the successful bidder(s); and to disregard all nonconforming, nonresponsive, unbalanced, or conditional bids.

It is the intent of the City of Casper, Community Development Department to award contracts to a minimum of two (2) separate bidders, and a maximum of five (5), based on the criteria set forth in this Request for Bids document. The contracted individuals/companies will be placed on a list, which the City Code Enforcement Division will use to

assign individual jobs/projects on an ongoing basis over the duration of the contract. In determining which contractor to use for each job, the City may base the assignment on multiple factors, including, but not limited to past performance, quality of work, lowest cost, timeliness, or any other factors that ensure high quality service, in the most cost-effective manner. All cost and quality factors being equal, the City's intent is to distribute work evenly across all contractors.

## **VII. CONTACT PERSON**

Questions regarding any part of the Request for Bids should be directed to Craig Collins, Community Development Building/Code Enforcement Manager, 200 North David, Room 205, Casper, Wyoming, 82601, (307) 235-8254.

## **CONTRACT FOR PROFESSIONAL SERVICES**

### **PART I - AGREEMENT**

This Contract for Professional Services (“Contract”) is entered into on this \_\_\_\_ day of April, 2021, 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. AAA Landscaping, LLC, P.O. Box 50454, Casper, Wyoming 82605 (“Contractor”).

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

### **RECITALS**

A. The City is undertaking hiring a Contractor to provide weed and grass control, and litter and trash abatement services.

B. The project requires professional services for the weed/grass cutting, weed/grass removal, and litter/trash removal from designated lots, streets, alleys or other land within the City.

C. The Contractor represents that it is ready, willing, and able to provide the professional services to the City on lots, streets, alleys, or other land 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:

- A. The Community Development Director or her designee shall designate, in writing, those lots upon which the Contractor shall cut and trim weeds and grass to a height as determined by the Community Development Director or her designee.
- B. The Contractor shall, after cutting and trimming the weeds and grass on said lots, remove all of the same and other litter and/or debris. The Contractor shall remove all debris and/or litter from the site and dispose of it at the City Landfill or other lawful disposal site and pay the required fee for said disposal. Disposal of weeds and grass shall not be charged to the City as litter.

- C. The Contractor shall perform the functions as required herein in a workmanlike manner, and to the satisfaction of the Community Development Director or her designee.
- D. The Contractor shall provide all materials, gas, fuels, labor, transportation, and other equipment necessary to fulfill the Contract.
- E. The Contractor shall be responsible for obtaining all necessary federal, state or local permits, and shall pay the prescribed fees and shall comply with all state and federal labor laws.
- F. In the event the Contractor shall, in the course of clean-up of the lots or other City area, discover any unidentifiable materials, or any materials known or believed by him/her to contain a hazardous, dangerous or toxic substance, the Contractor shall immediately terminate all work on said lot, and report the materials, or condition of the lot to the Community Development Director or her designee.
- G. If the Contractor is unable to complete the work within five (5) days of the job assignment, the Contractor shall notify (by telephone, or email) the Community Development Department, Code Enforcement Division. At that time, the job may be assigned to a different contractor in order for the job to be completed in a timely manner.
- H. The Contractor shall take “before and after” photos of the job site and shall produce them on demand, if necessary. If said photographs cannot be produced to show the work was completed by Contractor, payment may be held by City.
- I. The Contractor shall notify (by telephone or email) the Community Development Department, Code Enforcement Division within 24 hours after each job is completed for verification and clearance of work performed.

2. TIME OF PERFORMANCE:

The services of the Contractor shall commence on May 1, 2021 and terminate on April 30, 2022, unless otherwise provided in this Contract.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Contractor shall be compensated in accordance with those charges set forth below, not to exceed the following:

- 1. If the area to be mowed is 2,500 square feet or less, the cost of mowing shall be billed at \$ .12 per square foot.

2. If the area to be mowed is between 2,501 square feet and 5,000 square feet, the cost of mowing shall be billed at \$ .023 per square foot.
3. If the area to be mowed is greater than 5,000 square feet, the cost of mowing shall be billed at \$ .0162 per square foot.
4. Litter and trash removal shall be \$ 48.00 per cubic yard to remove, transport, and dispose of legally.

**\*The minimum charge for small jobs/projects will be \$35.00.**

Allowances for excessive height of weeds or grass, extreme topography, or any other conditions that may affect the costs of performing the work described above must be calculated into the square footage cost, or the cubic yard cost.

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. All invoices must be submitted to the Community Development Department, Code Enforcement Division **within thirty (30) days of job completion**. Late invoices will not be accepted, and therefore, the Contractor will not be paid for services rendered if invoices are received after thirty (30) days of job completion.

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

Walter Tremel

ATTEST

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

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

WITNESS

CONTRACTOR  
AAA Landscaping, LLC

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

By: Anthony B. Garcia

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

Printed Name: Anthony B. Garcia

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

Title: Owner



## **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 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.

RESOLUTION NO.21-46

A RESOLUTION AUTHORIZING A CONTRACT WITH AAA LANDSCAPING, LLC FOR WEED MOWING AND LITTER ABATEMENT.

WHEREAS, the City of Casper desires to contract with AAA Landscaping, LLC for weed mowing and litter abatement, which shall commence on May 1, 2021, and terminate April 30, 2022; and,

WHEREAS, the fees for said services are set forth in the above referenced contract; and,

WHEREAS, the Contractor is responsible for obtaining all necessary permits and prescribed fees.

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 with AAA Landscaping, LLC for weed mowing and litter abatement, in amounts not to exceed those set forth in the contract.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments throughout the term of the contract.

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of April 2021.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

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



March 24, 2021

MEMO TO: J. Carter Napier, City Manager *JCN*  
FROM: Liz Becher, Community Development Director *LB*  
Craig Collins, Building/Code Enforcement Manager  
SUBJECT: Approval of Contracts for the Abatement of Weeds and Litter

Meeting Type & Date:

Regular Council Meeting – April 20, 2021

Action Type:

Resolution

Recommendation:

That Council, by resolution, authorize one-year contracts with AAA Landscaping, LLC, B & B Sales and Service, Brian's Go To Service, Two Brothers Lawn Services and Snow Removal, LLC, and Xtreme Landscaping, LLC for weed mowing and litter abatement within the City of Casper, commencing May 1, 2021, and continuing through April 30, 2022.

Summary:

On March 7, 2021 and March 14, 2021, the City's Code Enforcement Division publicly advertised Request for Bids in the legal section of the Casper Star Tribune, as well as on the City's website, for weed mowing and litter abatement.

The City is in receipt of (5) bids from local contractors for the desired services. Because the above referenced companies have other clients that they do work for, it is important that Code Enforcement have several contractors they can rely on. Job assignments will be rotated between the five contractors based on their availability and pricing. The Request for Bids, Contracts, and Resolutions are attached for Council's review.

Financial Considerations:

Funding for abatement of weeds and litter is budgeted from the FY 2021/2022 General Fund, Code Enforcement Lawn and Tree Abatement line item. Once invoices are received from our Code Enforcement contractors, the property owners/tenants are billed for the services provided.

Oversight/Project Responsibility:

Community Development Department - Code Enforcement Division

Attachments:

- Request for Bid, Contract for Professional Services and Resolution – AAA Landscaping, LLC
- Request for Bid, Contract for Professional Services and Resolution - B & B Sales and Service
- Request for Bid, Contract for Professional Services and Resolution – Brian’s Go To Service
- Request for Bid, Contract for Professional Services and Resolution – Two Brothers Lawn Services and Snow Removal, LLC
- Request for Bid, Contract for Professional Services and Resolution – Xtreme Landscaping, LLC

**CITY OF CASPER  
REQUEST FOR BIDS / SCOPE OF SERVICES  
WEED MOWING AND LITTER ABATEMENT  
FOR THE COMMUNITY DEVELOPMENT DEPARTMENT  
CASPER, WYOMING**

The City of Casper will accept sealed bids for **WEED MOWING AND LITTER ABATEMENT**, until **4:00 p.m.**, local time, **FRIDAY, MARCH 19, 2021**, at the **COMMUNITY DEVELOPMENT DEPARTMENT**, City Hall, 200 North David, Room 205, Casper, Wyoming.

Complete information is essential for proper evaluation of bids, and bidders are cautioned to submit complete and accurate data with their bids. **FAILURE TO DO SO MAY BE HELD AS GROUNDS FOR DISQUALIFICATION OF BIDS.**

Bidders who are residents of the State of Wyoming will receive preference as provided by Wyoming Statute, Section 16-6-101 et seq.

In the event of any claim, suit, or demand, which may result from a bid or bids submitted hereunder, or the award of any contract as a result of submission of a bid, the bidder or bidders agree that Wyoming law shall govern any such claim, suit, or demand and the rights and duties of the parties thereunder.

**GOVERNMENTAL CLAIMS ACT**

The City does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statute, Section 1-39-101 et seq. The City specifically reserves the right to assert any and all immunities, rights and defenses it may have pursuant to the Wyoming Governmental Claims Act.

**AT A MINIMUM, REQUEST FOR BIDS SHALL ADDRESS THE FOLLOWING ITEMS:**

**I. WORK PROGRAM**

The following work program generally describes the task to be accomplished by the individual or company in response to this document.

**A. THE INDIVIDUAL OR COMPANY SHALL PROVIDE:**

1. Weed / grass cutting and removal in a timely manner.
2. Litter and trash removal in a timely manner.
3. As a contracted representative of the City, the individual/company shall provide outstanding customer service to the organization, and to citizens during the performance of the contracted work.

**B. PROPOSED COSTS:**

The individual or company shall submit bids based on a cost per square foot of the area identified for **weed mowing, grass cutting, removal of the same; and a cost per cubic yard for litter/trash removal.** (All weed and grass mowing shall be as per City code.). These bids/costs will be utilized over the entire term of the contract.

1. If the area to be mowed is 2,500 square feet or less, the cost of mowing shall be billed at \$ \_\_\_\_\_ per square foot.
2. If the area to be mowed is between 2,501 square feet and 5,000 square feet, the cost of mowing shall be billed at \$ \_\_\_\_\_ per square foot.
3. If the area to be mowed is greater than 5,000 square feet, the cost of mowing shall be billed at \$ \_\_\_\_\_ per square foot.
4. Litter and trash removal shall be \$ \_\_\_\_\_ per cubic yard to remove, transport, and dispose of legally.

**\*The minimum charge for small jobs/projects will be \$35.00.**

Allowances for excessive height of weeds or grass, extreme topography, or any other conditions that may affect the costs of performing the work described above must be calculated into the square footage cost, or the cubic yard cost. The Request for Bids must contain all items outlined and must be submitted in the manner described under **RESPONSES** below. **Bids that are submitted in any other manner may be cause to disqualify the submittal or bid.**

**C. PERMIT AND DUMP FEE:**

The Contractor shall be responsible for obtaining any required permits from the City and paying the required fee. Debris deposited at the City Landfill shall be subject to the required City fee and paid by the Contractor.

**II. PROGRAM SCHEDULE**

The Contractor shall be available to start the program on **MAY 1, 2021**, and continue on the program up to and through **APRIL 30, 2022**.

**III. EXPERIENCE**

The Request for Bids **shall include** information relative to the following:

- A. The individual's/company's experience and qualifications.

- B. Number of Staff.
- C. The types and kinds of equipment operated by the company/individual.
- D. Present and future workload, and a statement of ability to perform assigned work from the City in a timely manner.
- E. Proof of commercial liability insurance.
- F. Proof of worker's compensation insurance.
- G. An acknowledgement that the individual/company will execute a Hold-Harmless Agreement, in a form acceptable to the City.
- H. Contact information for the company, including phone number and Email address.

#### IV. REFERENCES

Appropriate professional references should be available, if requested by the City.

#### V. RESPONSES

Individuals or companies responding to the Request for Bids shall submit an original in a sealed envelope marked "**BID ENCLOSED, WEED MOWING AND LITTER ABATEMENT.**" Return address/company information shall also be written on the envelope.

#### VI. SPECIAL CONDITIONS

Bids must be returned to the City of Casper, Community Development Office, 200 North David, Room 205, Casper, Wyoming, 82601, at the time and date specified on the Request for Bids. Proposals received after the 4:00 p.m. deadline will be returned to the bidder unopened. **Bids will be publicly opened at 4:30 p.m., local time, on March 19, 2021**, in the Community Development Office, City Hall, 200 North David Street, Room 205, Casper, Wyoming 82601.

The City reserves the right to reject any and all bids; to waive any and all irregularities or informalities; to negotiate specific contract terms not inconsistent with the Request for Bids with the successful bidder(s); and to disregard all nonconforming, nonresponsive, unbalanced, or conditional bids.

It is the intent of the City of Casper, Community Development Department to award contracts to a minimum of two (2) separate bidders, and a maximum of five (5), based on the criteria set forth in this Request for Bids document. The contracted individuals/companies will be placed on a list, which the City Code Enforcement Division will use to

assign individual jobs/projects on an ongoing basis over the duration of the contract. In determining which contractor to use for each job, the City may base the assignment on multiple factors, including, but not limited to past performance, quality of work, lowest cost, timeliness, or any other factors that ensure high quality service, in the most cost-effective manner. All cost and quality factors being equal, the City's intent is to distribute work evenly across all contractors.

## **VII. CONTACT PERSON**

Questions regarding any part of the Request for Bids should be directed to Craig Collins, Community Development Building/Code Enforcement Manager, 200 North David, Room 205, Casper, Wyoming, 82601, (307) 235-8254.

## CONTRACT FOR PROFESSIONAL SERVICES

### PART I - AGREEMENT

This Contract for Professional Services (“Contract”) is entered into on this \_\_\_\_ day of April, 2021, 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. B & B Sales and Service, 4411 Sunrise Drive, Casper, Wyoming 82604 (“Contractor”).

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

### RECITALS

A. The City is undertaking hiring a Contractor to provide weed and grass control, and litter and trash abatement services.

B. The project requires professional services for the weed/grass cutting, weed/grass removal, and litter/trash removal from designated lots, streets, alleys or other land within the City.

C. The Contractor represents that it is ready, willing, and able to provide the professional services to the City on lots, streets, alleys, or other land 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:

- A. The Community Development Director or her designee shall designate, in writing, those lots upon which the Contractor shall cut and trim weeds and grass to a height as determined by the Community Development Director or her designee.
- B. The Contractor shall, after cutting and trimming the weeds and grass on said lots, remove all of the same and other litter and/or debris. The Contractor shall remove all debris and/or litter from the site and dispose of it at the City Landfill or other lawful disposal site and pay the required fee for said disposal. Disposal of weeds and grass shall not be charged to the City as litter.

- C. The Contractor shall perform the functions as required herein in a workmanlike manner, and to the satisfaction of the Community Development Director or her designee.
- D. The Contractor shall provide all materials, gas, fuels, labor, transportation, and other equipment necessary to fulfill the Contract.
- E. The Contractor shall be responsible for obtaining all necessary federal, state or local permits, and shall pay the prescribed fees and shall comply with all state and federal labor laws.
- F. In the event the Contractor shall, in the course of clean-up of the lots or other City area, discover any unidentifiable materials, or any materials known or believed by him/her to contain a hazardous, dangerous or toxic substance, the Contractor shall immediately terminate all work on said lot, and report the materials, or condition of the lot to the Community Development Director or her designee.
- G. If the Contractor is unable to complete the work within five (5) days of the job assignment, the Contractor shall notify (by telephone, or email) the Community Development Department, Code Enforcement Division. At that time, the job may be assigned to a different contractor in order for the job to be completed in a timely manner.
- H. The Contractor shall take “before and after” photos of the job site and shall produce them on demand, if necessary. If said photographs cannot be produced to show the work was completed by Contractor, payment may be held by City.
- I. The Contractor shall notify (by telephone or email) the Community Development Department, Code Enforcement Division within 24 hours after each job is completed for verification and clearance of work performed.

2. TIME OF PERFORMANCE:

The services of the Contractor shall commence on May 1, 2021 and terminate on April 30, 2022, unless otherwise provided in this Contract.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Contractor shall be compensated in accordance with those charges set forth below, not to exceed the following:

- 1. If the area to be mowed is 2,500 square feet or less, the cost of mowing shall be billed at \$ .04 per square foot.



2. If the area to be mowed is between 2,501 square feet and 5,000 square feet, the cost of mowing shall be billed at \$ .04 per square foot.
3. If the area to be mowed is greater than 5,000 square feet, the cost of mowing shall be billed at \$ .04 per square foot.
4. Litter and trash removal shall be \$ 50.00 per cubic yard to remove, transport, and dispose of legally.

**\*The minimum charge for small jobs/projects will be \$35.00.**

Allowances for excessive height of weeds or grass, extreme topography, or any other conditions that may affect the costs of performing the work described above must be calculated into the square footage cost, or the cubic yard cost.

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. All invoices must be submitted to the Community Development Department, Code Enforcement Division **within thirty (30) days of job completion**. Late invoices will not be accepted, and therefore, the Contractor will not be paid for services rendered if invoices are received after thirty (30) days of job completion.

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

Walter Trumbull

ATTEST

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

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

WITNESS

CONTRACTOR  
B & B Sales and Service

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

By: Joseph L. Boster

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

Printed Name: Joseph L. Boster

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

Title: Owner

## **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 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.

RESOLUTION NO. 21-47

A RESOLUTION AUTHORIZING A CONTRACT WITH B & B SALES AND SERVICE FOR WEED MOWING AND LITTER ABATEMENT.

WHEREAS, the City of Casper desires to contract with B & B Sales and Service for weed mowing and litter abatement, which shall commence on May 1, 2021, and terminate April 30, 2022; and,

WHEREAS, the fees for said services are set forth in the above referenced contract; and,

WHEREAS, the Contractor is responsible for obtaining all necessary permits and prescribed fees.

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 with B & B Sales and Service for weed mowing and litter abatement, in amounts not to exceed those set forth in the contract.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments throughout the term of the contract.

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of April 2021.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

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

March 24, 2021

MEMO TO: J. Carter Napier, City Manager *JCN*  
FROM: Liz Becher, Community Development Director *LB*  
Craig Collins, Building/Code Enforcement Manager  
SUBJECT: Approval of Contracts for the Abatement of Weeds and Litter

Meeting Type & Date:

Regular Council Meeting – April 20, 2021

Action Type:

Resolution

Recommendation:

That Council, by resolution, authorize one-year contracts with AAA Landscaping, LLC, B & B Sales and Service, Brian's Go To Service, Two Brothers Lawn Services and Snow Removal, LLC, and Xtreme Landscaping, LLC for weed mowing and litter abatement within the City of Casper, commencing May 1, 2021, and continuing through April 30, 2022.

Summary:

On March 7, 2021 and March 14, 2021, the City's Code Enforcement Division publicly advertised Request for Bids in the legal section of the Casper Star Tribune, as well as on the City's website, for weed mowing and litter abatement.

The City is in receipt of (5) bids from local contractors for the desired services. Because the above referenced companies have other clients that they do work for, it is important that Code Enforcement have several contractors they can rely on. Job assignments will be rotated between the five contractors based on their availability and pricing. The Request for Bids, Contracts, and Resolutions are attached for Council's review.

Financial Considerations:

Funding for abatement of weeds and litter is budgeted from the FY 2021/2022 General Fund, Code Enforcement Lawn and Tree Abatement line item. Once invoices are received from our Code Enforcement contractors, the property owners/tenants are billed for the services provided.

Oversight/Project Responsibility:

Community Development Department - Code Enforcement Division

Attachments:

- Request for Bid, Contract for Professional Services and Resolution – AAA Landscaping, LLC
- Request for Bid, Contract for Professional Services and Resolution - B & B Sales and Service
- Request for Bid, Contract for Professional Services and Resolution – Brian’s Go To Service
- Request for Bid, Contract for Professional Services and Resolution – Two Brothers Lawn Services and Snow Removal, LLC
- Request for Bid, Contract for Professional Services and Resolution – Xtreme Landscaping, LLC

**CITY OF CASPER  
REQUEST FOR BIDS / SCOPE OF SERVICES  
WEED MOWING AND LITTER ABATEMENT  
FOR THE COMMUNITY DEVELOPMENT DEPARTMENT  
CASPER, WYOMING**

The City of Casper will accept sealed bids for **WEED MOWING AND LITTER ABATEMENT**, until **4:00 p.m.**, local time, **FRIDAY, MARCH 19, 2021**, at the **COMMUNITY DEVELOPMENT DEPARTMENT**, City Hall, 200 North David, Room 205, Casper, Wyoming.

Complete information is essential for proper evaluation of bids, and bidders are cautioned to submit complete and accurate data with their bids. **FAILURE TO DO SO MAY BE HELD AS GROUNDS FOR DISQUALIFICATION OF BIDS.**

Bidders who are residents of the State of Wyoming will receive preference as provided by Wyoming Statute, Section 16-6-101 et seq.

In the event of any claim, suit, or demand, which may result from a bid or bids submitted hereunder, or the award of any contract as a result of submission of a bid, the bidder or bidders agree that Wyoming law shall govern any such claim, suit, or demand and the rights and duties of the parties thereunder.

**GOVERNMENTAL CLAIMS ACT**

The City does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statute, Section 1-39-101 et seq. The City specifically reserves the right to assert any and all immunities, rights and defenses it may have pursuant to the Wyoming Governmental Claims Act.

**AT A MINIMUM, REQUEST FOR BIDS SHALL ADDRESS THE FOLLOWING ITEMS:**

**I. WORK PROGRAM**

The following work program generally describes the task to be accomplished by the individual or company in response to this document.

**A. THE INDIVIDUAL OR COMPANY SHALL PROVIDE:**

1. Weed / grass cutting and removal in a timely manner.
2. Litter and trash removal in a timely manner.
3. As a contracted representative of the City, the individual/company shall provide outstanding customer service to the organization, and to citizens during the performance of the contracted work.

**B. PROPOSED COSTS:**

The individual or company shall submit bids based on a cost per square foot of the area identified for **weed mowing, grass cutting, removal of the same; and a cost per cubic yard for litter/trash removal.** (All weed and grass mowing shall be as per City code.). These bids/costs will be utilized over the entire term of the contract.

1. If the area to be mowed is 2,500 square feet or less, the cost of mowing shall be billed at \$ \_\_\_\_\_ per square foot.
2. If the area to be mowed is between 2,501 square feet and 5,000 square feet, the cost of mowing shall be billed at \$ \_\_\_\_\_ per square foot.
3. If the area to be mowed is greater than 5,000 square feet, the cost of mowing shall be billed at \$ \_\_\_\_\_ per square foot.
4. Litter and trash removal shall be \$ \_\_\_\_\_ per cubic yard to remove, transport, and dispose of legally.

**\*The minimum charge for small jobs/projects will be \$35.00.**

Allowances for excessive height of weeds or grass, extreme topography, or any other conditions that may affect the costs of performing the work described above must be calculated into the square footage cost, or the cubic yard cost. The Request for Bids must contain all items outlined and must be submitted in the manner described under **RESPONSES** below. **Bids that are submitted in any other manner may be cause to disqualify the submittal or bid.**

**C. PERMIT AND DUMP FEE:**

The Contractor shall be responsible for obtaining any required permits from the City and paying the required fee. Debris deposited at the City Landfill shall be subject to the required City fee and paid by the Contractor.

**II. PROGRAM SCHEDULE**

The Contractor shall be available to start the program on **MAY 1, 2021**, and continue on the program up to and through **APRIL 30, 2022**.

**III. EXPERIENCE**

The Request for Bids **shall include** information relative to the following:

- A. The individual's/company's experience and qualifications.

- B. Number of Staff.
- C. The types and kinds of equipment operated by the company/individual.
- D. Present and future workload, and a statement of ability to perform assigned work from the City in a timely manner.
- E. Proof of commercial liability insurance.
- F. Proof of worker's compensation insurance.
- G. An acknowledgement that the individual/company will execute a Hold-Harmless Agreement, in a form acceptable to the City.
- H. Contact information for the company, including phone number and Email address.

#### IV. REFERENCES

Appropriate professional references should be available, if requested by the City.

#### V. RESPONSES

Individuals or companies responding to the Request for Bids shall submit an original in a sealed envelope marked "**BID ENCLOSED, WEED MOWING AND LITTER ABATEMENT.**" Return address/company information shall also be written on the envelope.

#### VI. SPECIAL CONDITIONS

Bids must be returned to the City of Casper, Community Development Office, 200 North David, Room 205, Casper, Wyoming, 82601, at the time and date specified on the Request for Bids. Proposals received after the 4:00 p.m. deadline will be returned to the bidder unopened. **Bids will be publicly opened at 4:30 p.m., local time, on March 19, 2021**, in the Community Development Office, City Hall, 200 North David Street, Room 205, Casper, Wyoming 82601.

The City reserves the right to reject any and all bids; to waive any and all irregularities or informalities; to negotiate specific contract terms not inconsistent with the Request for Bids with the successful bidder(s); and to disregard all nonconforming, nonresponsive, unbalanced, or conditional bids.

It is the intent of the City of Casper, Community Development Department to award contracts to a minimum of two (2) separate bidders, and a maximum of five (5), based on the criteria set forth in this Request for Bids document. The contracted individuals/companies will be placed on a list, which the City Code Enforcement Division will use to

assign individual jobs/projects on an ongoing basis over the duration of the contract. In determining which contractor to use for each job, the City may base the assignment on multiple factors, including, but not limited to past performance, quality of work, lowest cost, timeliness, or any other factors that ensure high quality service, in the most cost-effective manner. All cost and quality factors being equal, the City's intent is to distribute work evenly across all contractors.

## **VII. CONTACT PERSON**

Questions regarding any part of the Request for Bids should be directed to Craig Collins, Community Development Building/Code Enforcement Manager, 200 North David, Room 205, Casper, Wyoming, 82601, (307) 235-8254.



## CONTRACT FOR PROFESSIONAL SERVICES

### PART I - AGREEMENT

This Contract for Professional Services (“Contract”) is entered into on this \_\_\_\_ day of April, 2021, 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. Brian’s Go To Service, 436 Divine Avenue, 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 undertaking hiring a Contractor to provide weed and grass control, and litter and trash abatement services.

B. The project requires professional services for the weed/grass cutting, weed/grass removal, and litter/trash removal from designated lots, streets, alleys or other land within the City.

C. The Contractor represents that it is ready, willing, and able to provide the professional services to the City on lots, streets, alleys, or other land 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:

- A. The Community Development Director or her designee shall designate, in writing, those lots upon which the Contractor shall cut and trim weeds and grass to a height as determined by the Community Development Director or her designee.
- B. The Contractor shall, after cutting and trimming the weeds and grass on said lots, remove all of the same and other litter and/or debris. The Contractor shall remove all debris and/or litter from the site and dispose of it at the City Landfill or other lawful disposal site and pay the required fee for said disposal. Disposal of weeds and grass shall not be charged to the City as litter.

- C. The Contractor shall perform the functions as required herein in a workmanlike manner, and to the satisfaction of the Community Development Director or her designee.
- D. The Contractor shall provide all materials, gas, fuels, labor, transportation, and other equipment necessary to fulfill the Contract.
- E. The Contractor shall be responsible for obtaining all necessary federal, state or local permits, and shall pay the prescribed fees and shall comply with all state and federal labor laws.
- F. In the event the Contractor shall, in the course of clean-up of the lots or other City area, discover any unidentifiable materials, or any materials known or believed by him/her to contain a hazardous, dangerous or toxic substance, the Contractor shall immediately terminate all work on said lot, and report the materials, or condition of the lot to the Community Development Director or her designee.
- G. If the Contractor is unable to complete the work within five (5) days of the job assignment, the Contractor shall notify (by telephone, or email) the Community Development Department, Code Enforcement Division. At that time, the job may be assigned to a different contractor in order for the job to be completed in a timely manner.
- H. The Contractor shall take “before and after” photos of the job site and shall produce them on demand, if necessary. If said photographs cannot be produced to show the work was completed by Contractor, payment may be held by City.
- I. The Contractor shall notify (by telephone or email) the Community Development Department, Code Enforcement Division within 24 hours after each job is completed for verification and clearance of work performed.

2. TIME OF PERFORMANCE:

The services of the Contractor shall commence on May 1, 2021 and terminate on April 30, 2022, unless otherwise provided in this Contract.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Contractor shall be compensated in accordance with those charges set forth below, not to exceed the following:

- 1. If the area to be mowed is 2,500 square feet or less, the cost of mowing shall be billed at \$ .06 per square foot.

2. If the area to be mowed is between 2,501 square feet and 5,000 square feet, the cost of mowing shall be billed at \$ .023 per square foot.
3. If the area to be mowed is greater than 5,000 square feet, the cost of mowing shall be billed at \$ .019 per square foot.
4. Litter and trash removal shall be \$ 50.00 per cubic yard to remove, transport, and dispose of legally.

**\*The minimum charge for small jobs/projects will be \$35.00.**

Allowances for excessive height of weeds or grass, extreme topography, or any other conditions that may affect the costs of performing the work described above must be calculated into the square footage cost, or the cubic yard cost.

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. All invoices must be submitted to the Community Development Department, Code Enforcement Division **within thirty (30) days of job completion**. Late invoices will not be accepted, and therefore, the Contractor will not be paid for services rendered if invoices are received after thirty (30) days of job completion.

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

Walter Tremel III

ATTEST

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

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

WITNESS

CONTRACTOR  
Brian's Go To Service

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

By: Brian Walker

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

Printed Name: Brian Walker

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

Title: owner

## 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 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.

RESOLUTION NO. 21-48

A RESOLUTION AUTHORIZING A CONTRACT WITH BRIAN'S GO TO SERVICE FOR WEED MOWING AND LITTER ABATEMENT.

WHEREAS, the City of Casper desires to contract with Brian's Go To Service for weed mowing and litter abatement, which shall commence on May 1, 2021, and terminate April 30, 2022; and,

WHEREAS, the fees for said services are set forth in the above referenced contract; and,

WHEREAS, the Contractor is responsible for obtaining all necessary permits and prescribed fees.

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 with Brian's Go To Service for weed mowing and litter abatement, in amounts not to exceed those set forth in the contract.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments throughout the term of the contract.

PASSED, APPROVED, AND ADOPTED this \_\_\_\_\_ day of April 2021.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

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

March 24, 2021

MEMO TO: J. Carter Napier, City Manager *JCN*  
FROM: Liz Becher, Community Development Director *LB*  
Craig Collins, Building/Code Enforcement Manager  
SUBJECT: Approval of Contracts for the Abatement of Weeds and Litter

Meeting Type & Date:

Regular Council Meeting – April 20, 2021

Action Type:

Resolution

Recommendation:

That Council, by resolution, authorize one-year contracts with AAA Landscaping, LLC, B & B Sales and Service, Brian's Go To Service, Two Brothers Lawn Services and Snow Removal, LLC, and Xtreme Landscaping, LLC for weed mowing and litter abatement within the City of Casper, commencing May 1, 2021, and continuing through April 30, 2022.

Summary:

On March 7, 2021 and March 14, 2021, the City's Code Enforcement Division publicly advertised Request for Bids in the legal section of the Casper Star Tribune, as well as on the City's website, for weed mowing and litter abatement.

The City is in receipt of (5) bids from local contractors for the desired services. Because the above referenced companies have other clients that they do work for, it is important that Code Enforcement have several contractors they can rely on. Job assignments will be rotated between the five contractors based on their availability and pricing. The Request for Bids, Contracts, and Resolutions are attached for Council's review.

Financial Considerations:

Funding for abatement of weeds and litter is budgeted from the FY 2021/2022 General Fund, Code Enforcement Lawn and Tree Abatement line item. Once invoices are received from our Code Enforcement contractors, the property owners/tenants are billed for the services provided.

Oversight/Project Responsibility:

Community Development Department - Code Enforcement Division

Attachments:

- Request for Bid, Contract for Professional Services and Resolution – AAA Landscaping, LLC
- Request for Bid, Contract for Professional Services and Resolution - B & B Sales and Service
- Request for Bid, Contract for Professional Services and Resolution – Brian’s Go To Service
- Request for Bid, Contract for Professional Services and Resolution – Two Brothers Lawn Services and Snow Removal, LLC
- Request for Bid, Contract for Professional Services and Resolution – Xtreme Landscaping, LLC

**CITY OF CASPER  
REQUEST FOR BIDS / SCOPE OF SERVICES  
WEED MOWING AND LITTER ABATEMENT  
FOR THE COMMUNITY DEVELOPMENT DEPARTMENT  
CASPER, WYOMING**

The City of Casper will accept sealed bids for **WEED MOWING AND LITTER ABATEMENT**, until **4:00 p.m.**, local time, **FRIDAY, MARCH 19, 2021**, at the **COMMUNITY DEVELOPMENT DEPARTMENT**, City Hall, 200 North David, Room 205, Casper, Wyoming.

Complete information is essential for proper evaluation of bids, and bidders are cautioned to submit complete and accurate data with their bids. **FAILURE TO DO SO MAY BE HELD AS GROUNDS FOR DISQUALIFICATION OF BIDS.**

Bidders who are residents of the State of Wyoming will receive preference as provided by Wyoming Statute, Section 16-6-101 et seq.

In the event of any claim, suit, or demand, which may result from a bid or bids submitted hereunder, or the award of any contract as a result of submission of a bid, the bidder or bidders agree that Wyoming law shall govern any such claim, suit, or demand and the rights and duties of the parties thereunder.

**GOVERNMENTAL CLAIMS ACT**

The City does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statute, Section 1-39-101 et seq. The City specifically reserves the right to assert any and all immunities, rights and defenses it may have pursuant to the Wyoming Governmental Claims Act.

**AT A MINIMUM, REQUEST FOR BIDS SHALL ADDRESS THE FOLLOWING ITEMS:**

**I. WORK PROGRAM**

The following work program generally describes the task to be accomplished by the individual or company in response to this document.

**A. THE INDIVIDUAL OR COMPANY SHALL PROVIDE:**

1. Weed / grass cutting and removal in a timely manner.
2. Litter and trash removal in a timely manner.
3. As a contracted representative of the City, the individual/company shall provide outstanding customer service to the organization, and to citizens during the performance of the contracted work.

**B. PROPOSED COSTS:**

The individual or company shall submit bids based on a cost per square foot of the area identified for **weed mowing, grass cutting, removal of the same; and a cost per cubic yard for litter/trash removal.** (All weed and grass mowing shall be as per City code.). These bids/costs will be utilized over the entire term of the contract.

1. If the area to be mowed is 2,500 square feet or less, the cost of mowing shall be billed at \$ \_\_\_\_\_ per square foot.
2. If the area to be mowed is between 2,501 square feet and 5,000 square feet, the cost of mowing shall be billed at \$ \_\_\_\_\_ per square foot.
3. If the area to be mowed is greater than 5,000 square feet, the cost of mowing shall be billed at \$ \_\_\_\_\_ per square foot.
4. Litter and trash removal shall be \$ \_\_\_\_\_ per cubic yard to remove, transport, and dispose of legally.

**\*The minimum charge for small jobs/projects will be \$35.00.**

Allowances for excessive height of weeds or grass, extreme topography, or any other conditions that may affect the costs of performing the work described above must be calculated into the square footage cost, or the cubic yard cost. The Request for Bids must contain all items outlined and must be submitted in the manner described under **RESPONSES** below. **Bids that are submitted in any other manner may be cause to disqualify the submittal or bid.**

**C. PERMIT AND DUMP FEE:**

The Contractor shall be responsible for obtaining any required permits from the City and paying the required fee. Debris deposited at the City Landfill shall be subject to the required City fee and paid by the Contractor.

**II. PROGRAM SCHEDULE**

The Contractor shall be available to start the program on **MAY 1, 2021**, and continue on the program up to and through **APRIL 30, 2022**.

**III. EXPERIENCE**

The Request for Bids **shall include** information relative to the following:

- A. The individual's/company's experience and qualifications.



- B. Number of Staff.
- C. The types and kinds of equipment operated by the company/individual.
- D. Present and future workload, and a statement of ability to perform assigned work from the City in a timely manner.
- E. Proof of commercial liability insurance.
- F. Proof of worker's compensation insurance.
- G. An acknowledgement that the individual/company will execute a Hold-Harmless Agreement, in a form acceptable to the City.
- H. Contact information for the company, including phone number and Email address.

#### IV. REFERENCES

Appropriate professional references should be available, if requested by the City.

#### V. RESPONSES

Individuals or companies responding to the Request for Bids shall submit an original in a sealed envelope marked "**BID ENCLOSED, WEED MOWING AND LITTER ABATEMENT.**" Return address/company information shall also be written on the envelope.

#### VI. SPECIAL CONDITIONS

Bids must be returned to the City of Casper, Community Development Office, 200 North David, Room 205, Casper, Wyoming, 82601, at the time and date specified on the Request for Bids. Proposals received after the 4:00 p.m. deadline will be returned to the bidder unopened. **Bids will be publicly opened at 4:30 p.m., local time, on March 19, 2021**, in the Community Development Office, City Hall, 200 North David Street, Room 205, Casper, Wyoming 82601.

The City reserves the right to reject any and all bids; to waive any and all irregularities or informalities; to negotiate specific contract terms not inconsistent with the Request for Bids with the successful bidder(s); and to disregard all nonconforming, nonresponsive, unbalanced, or conditional bids.

It is the intent of the City of Casper, Community Development Department to award contracts to a minimum of two (2) separate bidders, and a maximum of five (5), based on the criteria set forth in this Request for Bids document. The contracted individuals/companies will be placed on a list, which the City Code Enforcement Division will use to

assign individual jobs/projects on an ongoing basis over the duration of the contract. In determining which contractor to use for each job, the City may base the assignment on multiple factors, including, but not limited to past performance, quality of work, lowest cost, timeliness, or any other factors that ensure high quality service, in the most cost-effective manner. All cost and quality factors being equal, the City's intent is to distribute work evenly across all contractors.

## **VII. CONTACT PERSON**

Questions regarding any part of the Request for Bids should be directed to Craig Collins, Community Development Building/Code Enforcement Manager, 200 North David, Room 205, Casper, Wyoming, 82601, (307) 235-8254.

## CONTRACT FOR PROFESSIONAL SERVICES

### PART I - AGREEMENT

This Contract for Professional Services (“Contract”) is entered into on this \_\_\_\_ day of April, 2021, 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. Two Brothers Lawn Services and Snow Removal, LLC, 1971 E Yellowstone Hwy, 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 undertaking hiring a Contractor to provide weed and grass control, and litter and trash abatement services.

B. The project requires professional services for the weed/grass cutting, weed/grass removal, and litter/trash removal from designated lots, streets, alleys or other land within the City.

C. The Contractor represents that it is ready, willing, and able to provide the professional services to the City on lots, streets, alleys, or other land 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:

A. The Community Development Director or her designee shall designate, in writing, those lots upon which the Contractor shall cut and trim weeds and grass to a height as determined by the Community Development Director or her designee.

B. The Contractor shall, after cutting and trimming the weeds and grass on said lots, remove all of the same and other litter and/or debris. The Contractor shall remove all debris and/or litter from the site and dispose of it at the City Landfill or other lawful

disposal site and pay the required fee for said disposal. Disposal of weeds and grass shall not be charged to the City as litter.

- C. The Contractor shall perform the functions as required herein in a workmanlike manner, and to the satisfaction of the Community Development Director or her designee.
- D. The Contractor shall provide all materials, gas, fuels, labor, transportation, and other equipment necessary to fulfill the Contract.
- E. The Contractor shall be responsible for obtaining all necessary federal, state or local permits, and shall pay the prescribed fees and shall comply with all state and federal labor laws.
- F. In the event the Contractor shall, in the course of clean-up of the lots or other City area, discover any unidentifiable materials, or any materials known or believed by him/her to contain a hazardous, dangerous or toxic substance, the Contractor shall immediately terminate all work on said lot, and report the materials, or condition of the lot to the Community Development Director or her designee.
- G. If the Contractor is unable to complete the work within five (5) days of the job assignment, the Contractor shall notify (by telephone, or email) the Community Development Department, Code Enforcement Division. At that time, the job may be assigned to a different contractor in order for the job to be completed in a timely manner.
- H. The Contractor shall take “before and after” photos of the job site and shall produce them on demand, if necessary. If said photographs cannot be produced to show the work was completed by Contractor, payment may be held by City.
- I. The Contractor shall notify (by telephone or email) the Community Development Department, Code Enforcement Division within 24 hours after each job is completed for verification and clearance of work performed.

2. TIME OF PERFORMANCE:

The services of the Contractor shall commence on May 1, 2021 and terminate on April 30, 2022, unless otherwise provided in this Contract.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Contractor shall be compensated in accordance with those charges set forth below, not to exceed the following:

1. If the area to be mowed is 2,500 square feet or less, the cost of mowing shall be billed at \$ .019 per square foot.
2. 2If the area to be mowed is between 2,501 square feet and 5,000 square feet, the cost of mowing shall be billed at \$ .029 per square foot.
3. If the area to be mowed is greater than 5,000 square feet, the cost of mowing shall be billed at \$ .038 per square foot.
4. Litter and trash removal shall be \$ 110.00 per cubic yard to remove, transport, and dispose of legally.

**\*The minimum charge for small jobs/projects will be \$35.00.**

Allowances for excessive height of weeds or grass, extreme topography, or any other conditions that may affect the costs of performing the work described above must be calculated into the square footage cost, or the cubic yard cost.

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. All invoices must be submitted to the Community Development Department, Code Enforcement Division **within thirty (30) days of job completion**. Late invoices will not be accepted, and therefore, the Contractor will not be paid for services rendered if invoices are received after thirty (30) days of job completion.

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

Walter Fremont

ATTEST

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

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

WITNESS

CONTRACTOR  
Two Brothers Lawn Services and Snow  
Removal, LLC

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

By: Ingram

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

Printed Name: Ronda Ingram

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

Title: Owner

## **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 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.

RESOLUTION NO. 21-49

A RESOLUTION AUTHORIZING A CONTRACT WITH TWO BROTHERS LAWN SERVICES AND SNOW REMOVAL, LLC FOR WEED MOWING AND LITTER ABATEMENT.

WHEREAS, the City of Casper desires to contract with Two Brothers Lawn Services and Snow Removal, LLC for weed mowing and litter abatement, which shall commence on May 1, 2021, and terminate April 30, 2022; and,

WHEREAS, the fees for said services are set forth in the above referenced contract; and,

WHEREAS, the Contractor is responsible for obtaining all necessary permits and prescribed fees.

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 with Two Brothers Lawn Services and Snow Removal, LLC for weed mowing and litter abatement, in amounts not to exceed those set forth in the contract.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments throughout the term of the contract.

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of April 2021.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

---

Fleur D. Tremel  
City Clerk

---

Steven K. Freel  
Mayor

March 24, 2021

MEMO TO: J. Carter Napier, City Manager *JCN*  
FROM: Liz Becher, Community Development Director *LB*  
Craig Collins, Building/Code Enforcement Manager  
SUBJECT: Approval of Contracts for the Abatement of Weeds and Litter

Meeting Type & Date:

Regular Council Meeting – April 20, 2021

Action Type:

Resolution

Recommendation:

That Council, by resolution, authorize one-year contracts with AAA Landscaping, LLC, B & B Sales and Service, Brian's Go To Service, Two Brothers Lawn Services and Snow Removal, LLC, and Xtreme Landscaping, LLC for weed mowing and litter abatement within the City of Casper, commencing May 1, 2021, and continuing through April 30, 2022.

Summary:

On March 7, 2021 and March 14, 2021, the City's Code Enforcement Division publicly advertised Request for Bids in the legal section of the Casper Star Tribune, as well as on the City's website, for weed mowing and litter abatement.

The City is in receipt of (5) bids from local contractors for the desired services. Because the above referenced companies have other clients that they do work for, it is important that Code Enforcement have several contractors they can rely on. Job assignments will be rotated between the five contractors based on their availability and pricing. The Request for Bids, Contracts, and Resolutions are attached for Council's review.

Financial Considerations:

Funding for abatement of weeds and litter is budgeted from the FY 2021/2022 General Fund, Code Enforcement Lawn and Tree Abatement line item. Once invoices are received from our Code Enforcement contractors, the property owners/tenants are billed for the services provided.

Oversight/Project Responsibility:

Community Development Department - Code Enforcement Division

Attachments:

- Request for Bid, Contract for Professional Services and Resolution – AAA Landscaping, LLC
- Request for Bid, Contract for Professional Services and Resolution - B & B Sales and Service
- Request for Bid, Contract for Professional Services and Resolution – Brian’s Go To Service
- Request for Bid, Contract for Professional Services and Resolution – Two Brothers Lawn Services and Snow Removal, LLC
- Request for Bid, Contract for Professional Services and Resolution – Xtreme Landscaping, LLC



**CITY OF CASPER  
REQUEST FOR BIDS / SCOPE OF SERVICES  
WEED MOWING AND LITTER ABATEMENT  
FOR THE COMMUNITY DEVELOPMENT DEPARTMENT  
CASPER, WYOMING**

The City of Casper will accept sealed bids for **WEED MOWING AND LITTER ABATEMENT**, until **4:00 p.m.**, local time, **FRIDAY, MARCH 19, 2021**, at the **COMMUNITY DEVELOPMENT DEPARTMENT**, City Hall, 200 North David, Room 205, Casper, Wyoming.

Complete information is essential for proper evaluation of bids, and bidders are cautioned to submit complete and accurate data with their bids. **FAILURE TO DO SO MAY BE HELD AS GROUNDS FOR DISQUALIFICATION OF BIDS.**

Bidders who are residents of the State of Wyoming will receive preference as provided by Wyoming Statute, Section 16-6-101 et seq.

In the event of any claim, suit, or demand, which may result from a bid or bids submitted hereunder, or the award of any contract as a result of submission of a bid, the bidder or bidders agree that Wyoming law shall govern any such claim, suit, or demand and the rights and duties of the parties thereunder.

**GOVERNMENTAL CLAIMS ACT**

The City does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statute, Section 1-39-101 et seq. The City specifically reserves the right to assert any and all immunities, rights and defenses it may have pursuant to the Wyoming Governmental Claims Act.

**AT A MINIMUM, REQUEST FOR BIDS SHALL ADDRESS THE FOLLOWING ITEMS:**

**I. WORK PROGRAM**

The following work program generally describes the task to be accomplished by the individual or company in response to this document.

**A. THE INDIVIDUAL OR COMPANY SHALL PROVIDE:**

1. Weed / grass cutting and removal in a timely manner.
2. Litter and trash removal in a timely manner.
3. As a contracted representative of the City, the individual/company shall provide outstanding customer service to the organization, and to citizens during the performance of the contracted work.

**B. PROPOSED COSTS:**

The individual or company shall submit bids based on a cost per square foot of the area identified for **weed mowing, grass cutting, removal of the same; and a cost per cubic yard for litter/trash removal.** (All weed and grass mowing shall be as per City code.). These bids/costs will be utilized over the entire term of the contract.

1. If the area to be mowed is 2,500 square feet or less, the cost of mowing shall be billed at \$ \_\_\_\_\_ per square foot.
2. If the area to be mowed is between 2,501 square feet and 5,000 square feet, the cost of mowing shall be billed at \$ \_\_\_\_\_ per square foot.
3. If the area to be mowed is greater than 5,000 square feet, the cost of mowing shall be billed at \$ \_\_\_\_\_ per square foot.
4. Litter and trash removal shall be \$ \_\_\_\_\_ per cubic yard to remove, transport, and dispose of legally.

**\*The minimum charge for small jobs/projects will be \$35.00.**

Allowances for excessive height of weeds or grass, extreme topography, or any other conditions that may affect the costs of performing the work described above must be calculated into the square footage cost, or the cubic yard cost. The Request for Bids must contain all items outlined and must be submitted in the manner described under **RESPONSES** below. **Bids that are submitted in any other manner may be cause to disqualify the submittal or bid.**

**C. PERMIT AND DUMP FEE:**

The Contractor shall be responsible for obtaining any required permits from the City and paying the required fee. Debris deposited at the City Landfill shall be subject to the required City fee and paid by the Contractor.

**II. PROGRAM SCHEDULE**

The Contractor shall be available to start the program on **MAY 1, 2021**, and continue on the program up to and through **APRIL 30, 2022**.

**III. EXPERIENCE**

The Request for Bids **shall include** information relative to the following:

- A. The individual's/company's experience and qualifications.

- B. Number of Staff.
- C. The types and kinds of equipment operated by the company/individual.
- D. Present and future workload, and a statement of ability to perform assigned work from the City in a timely manner.
- E. Proof of commercial liability insurance.
- F. Proof of worker's compensation insurance.
- G. An acknowledgement that the individual/company will execute a Hold-Harmless Agreement, in a form acceptable to the City.
- H. Contact information for the company, including phone number and Email address.

#### IV. REFERENCES

Appropriate professional references should be available, if requested by the City.

#### V. RESPONSES

Individuals or companies responding to the Request for Bids shall submit an original in a sealed envelope marked "**BID ENCLOSED, WEED MOWING AND LITTER ABATEMENT.**" Return address/company information shall also be written on the envelope.

#### VI. SPECIAL CONDITIONS

Bids must be returned to the City of Casper, Community Development Office, 200 North David, Room 205, Casper, Wyoming, 82601, at the time and date specified on the Request for Bids. Proposals received after the 4:00 p.m. deadline will be returned to the bidder unopened. **Bids will be publicly opened at 4:30 p.m., local time, on March 19, 2021**, in the Community Development Office, City Hall, 200 North David Street, Room 205, Casper, Wyoming 82601.

The City reserves the right to reject any and all bids; to waive any and all irregularities or informalities; to negotiate specific contract terms not inconsistent with the Request for Bids with the successful bidder(s); and to disregard all nonconforming, nonresponsive, unbalanced, or conditional bids.

It is the intent of the City of Casper, Community Development Department to award contracts to a minimum of two (2) separate bidders, and a maximum of five (5), based on the criteria set forth in this Request for Bids document. The contracted individuals/companies will be placed on a list, which the City Code Enforcement Division will use to

assign individual jobs/projects on an ongoing basis over the duration of the contract. In determining which contractor to use for each job, the City may base the assignment on multiple factors, including, but not limited to past performance, quality of work, lowest cost, timeliness, or any other factors that ensure high quality service, in the most cost-effective manner. All cost and quality factors being equal, the City's intent is to distribute work evenly across all contractors.

## **VII. CONTACT PERSON**

Questions regarding any part of the Request for Bids should be directed to Craig Collins, Community Development Building/Code Enforcement Manager, 200 North David, Room 205, Casper, Wyoming, 82601, (307) 235-8254.

# CONTRACT FOR PROFESSIONAL SERVICES

## PART I - AGREEMENT

This Contract for Professional Services (“Contract”) is entered into on this \_\_\_\_ day of April, 2021, 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. Xtreme Landscaping, LLC, 400 East Riverside Street, Casper, Wyoming 82604 (“Contractor”).

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

### RECITALS

A. The City is undertaking hiring a Contractor to provide weed and grass control, and litter and trash abatement services.

B. The project requires professional services for the weed/grass cutting, weed/grass removal, and litter/trash removal from designated lots, streets, alleys or other land within the City.

C. The Contractor represents that it is ready, willing, and able to provide the professional services to the City on lots, streets, alleys, or other land 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:

A. The Community Development Director or her designee shall designate, in writing, those lots upon which the Contractor shall cut and trim weeds and grass to a height as determined by the Community Development Director or her designee.

B. The Contractor shall, after cutting and trimming the weeds and grass on said lots, remove all of the same and other litter and/or debris. The Contractor shall remove all debris and/or litter from the site and dispose of it at the City Landfill or other lawful

disposal site and pay the required fee for said disposal. Disposal of weeds and grass shall not be charged to the City as litter.

- C. The Contractor shall perform the functions as required herein in a workmanlike manner, and to the satisfaction of the Community Development Director or her designee.
- D. The Contractor shall provide all materials, gas, fuels, labor, transportation, and other equipment necessary to fulfill the Contract.
- E. The Contractor shall be responsible for obtaining all necessary federal, state or local permits, and shall pay the prescribed fees and shall comply with all state and federal labor laws.
- F. In the event the Contractor shall, in the course of clean-up of the lots or other City area, discover any unidentifiable materials, or any materials known or believed by him/her to contain a hazardous, dangerous or toxic substance, the Contractor shall immediately terminate all work on said lot, and report the materials, or condition of the lot to the Community Development Director or her designee.
- G. If the Contractor is unable to complete the work within five (5) days of the job assignment, the Contractor shall notify (by telephone, or email) the Community Development Department, Code Enforcement Division. At that time, the job may be assigned to a different contractor in order for the job to be completed in a timely manner.
- H. The Contractor shall take “before and after” photos of the job site and shall produce them on demand, if necessary. If said photographs cannot be produced to show the work was completed by Contractor, payment may be held by City.
- I. The Contractor shall notify (by telephone or email) the Community Development Department, Code Enforcement Division within 24 hours after each job is completed for verification and clearance of work performed.

2. TIME OF PERFORMANCE:

The services of the Contractor shall commence on May 1, 2021 and terminate on April 30, 2022, unless otherwise provided in this Contract.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Contractor shall be compensated in accordance with those charges set forth below, not to exceed the following:

1. If the area to be mowed is 2,500 square feet or less, the cost of mowing shall be billed at \$ .048 per square foot.
2. 2If the area to be mowed is between 2,501 square feet and 5,000 square feet, the cost of mowing shall be billed at \$ .042 per square foot.
3. If the area to be mowed is greater than 5,000 square feet, the cost of mowing shall be billed at \$ .036 per square foot.
4. Litter and trash removal shall be \$ 45.00 per cubic yard to remove, transport, and dispose of legally.

**\*The minimum charge for small jobs/projects will be \$35.00.**

Allowances for excessive height of weeds or grass, extreme topography, or any other conditions that may affect the costs of performing the work described above must be calculated into the square footage cost, or the cubic yard cost.

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. All invoices must be submitted to the Community Development Department, Code Enforcement Division **within thirty (30) days of job completion**. Late invoices will not be accepted, and therefore, the Contractor will not be paid for services rendered if invoices are received after thirty (30) days of job completion.

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  
Xtreme Landscaping, LLC

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

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

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

Printed Name: Jan Willy

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

Title: owner/operator



## **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 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.

RESOLUTION NO. 21-50

A RESOLUTION AUTHORIZING A CONTRACT WITH XTREME LANDSCAPING, LLC FOR WEED MOWING AND LITTER ABATEMENT.

WHEREAS, the City of Casper desires to contract with Xtreme Landscaping, LLC for weed mowing and litter abatement, which shall commence on May 1, 2021, and terminate April 30, 2022; and,

WHEREAS, the fees for said services are set forth in the above referenced contract; and,

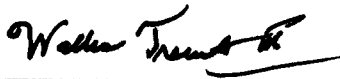
WHEREAS, the Contractor is responsible for obtaining all necessary permits and prescribed fees.

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 with Xtreme Landscaping, LLC for weed mowing and litter abatement, in amounts not to exceed those set forth in the contract.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments throughout the term of the contract.

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of April 2021.

APPROVED AS TO FORM:



---

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

---

Fleur D. Tremel  
City Clerk

---

Steven K. Freel  
Mayor



April 6, 2021

MEMO TO: J. Carter Napier, City Manager *JCN*  
FROM: Liz Becher, Community Development Director *LB*  
M. Jeremy Yates, MPO Supervisor *MJY*  
SUBJECT: Casper Area Metropolitan Planning Organization Public Participation Plan  
Contract with HDR Engineering, Inc. Extension

Meeting Type & Date:

Regular Council Meeting, April 20, 2021.

Action Type:

Resolution

Recommendation:

That Council, by resolution, approve Amendment No. 1 to the City of Casper's Contract for Professional Services with HDR Engineering, Inc., a firm based in Gillette, Wyoming, for the Casper Area Metropolitan Planning Organization's (MPO) Public Participation Plan.

Summary:

On October 6, 2020, the City of Casper and HDR Engineering, Inc., entered into a Contract for Professional Services for the development of a Public Participation Plan with a completion deadline of April 30, 2021. The MPO and the consultant have agreed on the need to extend the contract to June 30, 2021. The contract extension will allow the consultant and the MPO to finalize a more complete Public Participation Plan that will help the MPO archive its goals related to public outreach and public input.

Financial Considerations:

Funding for this project comes from the Casper Area MPO, including federal monies and contributions from member agencies. The City of Casper is the fiscal agent for the federal funds of the MPO. As such, the Casper City Council must approve all contracts and amendments, regardless of which municipality requested the study.

Oversight/Project Responsibility:

M. Jeremy Yates, MPO Supervisor, has been tasked with overseeing this project.

Attachments:

Resolution, Amendment No. 1 to Contract for Professional Services

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

This Amendment to the Contract for Professional Services (“Amendment”) is entered into on this \_\_\_\_ day of April, 2021, by and between the following parties:

1. The City of Casper, Wyoming (“City”), a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601.
2. HDR Engineering, Inc., 601 Metz Drive, Gillette, Wyoming, 82717.

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

**RECITALS**

- A. On October 6, 2020, the City and Consultant entered into a *Contract for Professional Services* (“Contract”) for a Public Participation Plan.
- B. The completion deadline should be extended to June 30, 2021.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, the parties hereto agree by and between them to amend the Contract as follows:

**1. INCORPORATION OF RECITALS**

The recitals set forth above are hereby incorporated herein at this point as if fully set forth as part of this Amendment.

**2. AMENDMENT TO PART I, SECTION II, (TIME OF PERFORMANCE), PARAGRAPH B.**

B. “The Scope of Services shall be completed on or before April 30, 2021.” is replaced with the following:

“The Scope of Services shall be completed on or before June 30, 2021.”

**3. RATIFICATION**

The terms and conditions of the Contract, as modified herein, are hereby ratified by the parties and shall remain in full force and effect.

**IN WITNESS WHEREOF**, the undersigned duly authorized representatives of the Parties have executed this Amendment as of the day and year above.

APPROVED AS TO FORM

Walter Tumb

ATTEST

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

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

WITNESS

CONSULTANT  
HDR Engineering, Inc.

By: Elizabeth Coday

Printed Name: Elizabeth Coday

Title: Office Manager

By: Jason Kjenstad

Printed Name: Jason Kjenstad

Title: Vice President

RESOLUTION NO. 21-51

A RESOLUTION AUTHORIZING AN AMENDMENT  
TO THE CONTRACT FOR PROFESSIONAL SERVICES  
BETWEEN THE CITY OF CASPER AND HDR  
ENGINEERING, INC.

WHEREAS, on October 6, 2020, the City of Casper and HDR Engineering, Inc., entered into a Contract for Professional Services ("Contract") in the amount Seventy Four Thousand Nine Hundred Twenty One Dollars and Fifty Three Cents (\$74,921.53) for a Public Participation Plan; and,

WHEREAS, the Contract was approved October 6, 2020, with a completion deadline of April 30, 2021; and,

WHEREAS in an effort to provide the best possible final Public Participation Plan and allow more time for public involvement the deadline should be extended from April 30, 2021, to June 30, 2021.

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 \_\_\_\_\_, 2021.

APPROVED AS TO FORM:



---

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation


---

Fleur Tremel  
City Clerk

---

Steven K. Freel  
Mayor

March 16, 2021

TO: J. Carter Napier, City Manager 

FROM: Andrew Beamer, Public Services Director  
Cynthia Langston, Solid Waste Division Manager  
Sean Orszulak, Solid Waste Superintendent

SUBJECT: Authorizing A Contract for Professional Services with Zonar Systems, Inc., in an Amount not to exceed \$101,828.10, for Automated Vehicle Location (AVL) and Electronic Verified Inspection Reporting (EVIR®) Systems for the City's Refuse Collection and Balefill Fleets Project No. 19-059.

**Meeting Type & Date**

Regular Council Meeting  
April 20, 2021

**Action Type**

Resolution

**Recommendation**

That Council, by resolution, authorize a Contract for Professional Services with Zonar Systems, Inc. (Zonar), in an Amount not to exceed \$101,828.10 for Automated Vehicle Location (AVL) Software and Electronic Verified Inspection Reporting (EVIR®) Systems to the City's Refuse Collection and Balefill Fleets Project.

**Summary**

The City of Casper (City) purchased an AVL software system from Verizon called Networkfleet, Inc. (Networkfleet), approximately seven (7) years ago. Networkfleet AVL uses GPS to monitor the activity of vehicles used by Refuse Collection, Streets, Casper Public Utilities, Metro Animal Control, and Code Enforcement Division.

A serious accident several years ago highlighted the need to better track and document preventive maintenance inspections performed by vehicle operators. The Networkfleet AVL software system does not provide the functionality to assure daily preventive maintenance inspections are performed, tracked, or communicated to the supervisor. Networkfleet AVL is currently not supported by 5G technology and costs \$18.95 per month.

City staff conducted general searches, including Solid Waste Association of North American (SWANA) networking, internet research, and contacting AVL software manufacturers in FY19. Zonar is the only manufacturer currently providing off-the-shelf proven AVL software with EVIR® Systems.

City staff visited the City of Fort Collins which uses Zonar and rode along with trash truck drivers. The Fleet Manager and the Refuse Collection Manager of Fort Collins provided glowing reviews related to improved preventive maintenance inspections and record retention. In addition, City staff contacted the City of Denver's Public Works Department who also uses Zonar on its fleet.

Denver's fleet and public works staff also provided favorable reviews of the Zonar software stating their preventive maintenance inspection program improved significantly related to tracking and supervisor communication.

City staff, including the City Risk Manager and Fleet Manager, agreed to replace Network Fleet AVL with Zonar AVL and EVIR<sup>®</sup> Systems on the City's entire fleet. The contract is for replacing the Solid Waste Division fleet AVL, and other divisions will amend this contract to include their fleets. Zonar's 5G AVL monthly service fee is \$19.00.

A quote from Zonar was requested to install their AVL and EVIR<sup>®</sup> Systems on 31 trash trucks and 25 Balefill Fund equipment units, and AVL on nine (9) solid waste pickup trucks. The quoted cost includes a capital investment of \$32,294.85, a one-time activation fee and a first annual service fee of \$12,090.00 for a total Balefill project amount of \$44,384.85, and a capital investment of \$43,008.25, plus a one-time activation fee and a first annual service fee of \$14,435.00 for a total Refuse Collection project amount of \$57,443.25. The capital investment includes a tablet for each operator/driver with a three (3) year warranty, enhanced preventive maintenance program capabilities, and a forms application to use any City form for recording data.

Zonar is the only company that sells AVL systems with the EVIR<sup>®</sup> system incorporated to ensure required pre-trip and post-trip maintenance inspections are automated, recorded electronically, and verified. Therefore, City Staff recommends awarding a contract for professional services to Zonar.

**Financial Considerations**

Project funding is from Balefill and Refuse Collection Funds Budgeted Reserves.

**Oversight/Project Responsibility**

Sean Orszulak, Superintendent of Solid Waste Operations/Project Responsibility  
Cynthia Langston, Solid Waste Manager and Dan Coryell, Fleet Manager/Project Oversight

**Attachments**

Resolution  
Agreement  
Exhibit A thru E

## CONTRACT FOR PROFESSIONAL SERVICES

### PART I - CONTRACT

This Contract for Professional Services ("Contract") is entered into on this \_\_\_\_ day of April, 2021, 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. Zonar Systems, Inc. Company, 18200 Cascade Avenue S, Seattle, Washington 98188 ("Consultant").

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

### RECITALS

A. The City is undertaking a project to upgrade the Automated Vehicle Location (AVL) software system on the Solid Waste Division fleet to include Electronic Verified Inspection Reporting (EVIR). Project 19-059.

B. The project requires professional services for the AVL software system to be upgraded on both the Refuse Collection Fund and Balefill Fund fleets to ensure required pre and post-trip maintenance inspections are automated, recorded electronically and verified.

C. The Consultant represents that it is ready, willing, and able to provide the professional services to City as required by this Contract.

D. The City desires to retain the Consultant for such services.

**NOW, THEREFORE**, in consideration of the covenants and conditions set forth herein to be performed, the parties agree as follows:

1. SCOPE OF SERVICES:

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

A. Hardware Procurement

1. Title to purchased hardware provided under this Contract will be transferred to City. Hardware may be used only with the Services, in accordance with specifications

applicable to such Hardware and all applicable laws. All purchased hardware as set forth on Exhibits A and B (Zonar Sales Quote for Hardware and Installation for twenty-five (25) Balefill equipment units, five (5) pickup trucks, thirty-one (31) refuse collection trucks and four (4) pickup trucks, respectively), and Exhibit C (Zonar List of fifty-six (56) units and 9 pickup trucks), shall be delivered by Consultant or its agents by May 1, 2021, to City under this Contract and shall be shipped to City's addresses as follows:

Hardware associated with thirty-one (31) refuse collection trucks & four (4) pickup trucks:

Attention: Dan Coryell, Fleet Manager  
In care of: Kevin Kraft, Refuse Collection Fleet Maintenance Coordinator  
City Services Center  
1800 East K Street  
Casper, WY 82601

Hardware associated with twenty-five (25) balefill fund equipment units & five (5) pickup trucks:

Attention: Sean Orszulak, Casper Superintendent of Solid Waste Operations  
In care of: David Jordan, Casper Landfill Supervisor  
Landfill Equipment Storage Building  
2700 Langston Lane  
Casper, WY 82609

2. Consultant shall arrange for insured shipment of hardware to City via a common carrier of Consultant's choosing, and shall assist City with any claims against such a carrier for lost or damaged shipments. City shall inspect hardware within three (3) business days of receipt at the locations indicated above, and title transfers to City shall be made after Consultant arrives at City locations for installation.

B. Software Services

1. Subject to City's timely payment of all applicable fees and expenses and compliance with all material terms of this Contract, Consultant and/or its agents shall provide the Services to City during the Service Term as defined below. The following services are included with each Service subscription:

- a. Service activation,
- b. 24/7 access to the GTC web-based portal and associated web-based Software applications including access for City IT staff to download data on a quarterly basis,



- c. email and phone support, and
- d. Software upgrades made generally available to Service City's daily account monitoring and all associated wireless data charges.

2. City acknowledges that Consultant, in its sole discretion, may update and change the features and functionality of the services from time to time, with or without notice, so long as such changes do not materially diminish the value of the services based on a standard of commercial reasonableness. Consultant will not provide any Custom Services, including but not limited to, integration services, bulk data export services (with the exception of providing City IT staff access to export data), or other non-standard services ("Custom Services") not specifically identified in a separate Statement of Work (SOW), Quote or Sales Order agreed upon by the Parties in a signed Contract Amendment to this Contract. Notwithstanding the foregoing, at the termination or expiration of this contract, all City data stored by Consultant shall be accessible to City IT staff to export on a quarterly basis, all as further described in Part II, Section 6 (Ownership of Project Materials) of this Contract.

3. The Service Term shall be for a period of one (1) year following commencement of Service billing. Service billing shall commence as follows:

- a. For hardware that is shipped to City by Consultant or its agents on or before the 15th day of a month, Service billing shall commence one (1) year from the first of the month following hardware shipment;
- b. For hardware that is shipped to City by Consultant or its agents after the 15th day of a month, Service billing shall commence one (1) year from the 15th day of the following month, following hardware shipment.
- c. If, for any reason, the billing for Services is deferred beyond the above defined commencement date, the Service billing commencement date shall be one (1) year from the date of the first invoice for the first annual Service fee that the City pays in full (see Exhibit D – Zonar Sales Quote for Monthly Service Fees and One-time Activation Fee for the Balefill and Exhibit E – Zonar Sales Quote for Monthly Service Fees and One-time Activation Fee for Refuse Collection).
- d. The Term shall automatically renew for additional one (1) year periods, unless a Party provides written notice of its intent not to renew at least thirty (30) days prior to the expiration of the then-current Term. Upon renewal of any Term, the fees and charges are subject to change provided Consultant provides thirty (30) days' written notice by Consultant, and City will have thirty (30) days after receiving such notice to cancel.

### C. Installation Terms

1. Installation of all City purchased hardware shall be performed by the Consultant on thirty-one (31) refuse collection fleet trucks and twenty-five (25) landfill and transfer station fleet vehicles as set forth on Exhibit C. Exhibit C identifies a vehicle asset list, the unit number and type of truck or equipment for all fifty-six (56) units. In addition, installation of hardware purchased for nine (9) pickup trucks is included and listed on Exhibit C.

2. Installation of all hardware shall be performed at a minimum within six (6) days per week, twelve (12) hours per day at two (2) City locations. Consultant's installation technician ("Tech") is required to perform eight (8) hours of productive installation time per day with 1.5 hours of personal break time and 2.5 hours of coordinating support with City and Zonar staff.

3. The City shall provide an approved purchase order commitment at least two (2) weeks in advance of project start date to Consultant.

4. Consultant will recommend placement of all hardware equipment based on industry standards for preventative maintenance inspections associated with trash collection trucks, landfill and transfer station equipment, and pickup trucks. If City requests installation of hardware equipment in a non-recommended location, the City Manager must approve such installation in writing as an amendment to this Contract.

5. City shall make each vehicle or asset available to allow for the uninterrupted installation and testing of equipment by the Tech. City will be responsible for testing other vehicle equipment not installed by Consultant, such as Interlock devices and PTO idle devices.

6. City will assign a primary contact and two (2) designated assistants to assist with communication and coordination of all installations and issue resolution.

#### Refuse Collection Fleet Primary Contact and Assistants:

Kevin Kraft, Refuse Collection Fleet Maintenance Coordinator (Primary)

JC Kirk, Collection Supervisor (Assistant)

Brian Williams, Recycling Team Leader (Assistant)

Sean Orszulak, Superintendent (Assistant)

#### Landfill and Transfer Station Fleet Primary Contact and Assistants:

Tim Buckallew, Balefill Fleet Maintenance Coordinator (Primary)

David Jordan, Landfill Supervisor (Assistant)

Angela Deniz, Transfer Station Team Leader (Assistant)

Luke Myers, Safety Team Leader (Assistant)

The City's Primary contacts must provide reasonable assistance to Tech and respond to all Tech requests in a commercially reasonable time.

7. Consultant shall provide a retraining cost quote if City personnel miss approved scheduled training dates.

8. City may be required to assist with transportation to remote and/or hard to access areas if standard transportation is not capable of access. Examples include, but are not limited to, snow, rugged terrain, or other obstacles to entry.

9. City is required to fully participate in vehicle and equipment scheduling, availability and full access. Tech and City's designated primary contact and/or their dedicated assistants will create a mutually agreed upon schedule of assets, locations, installation times and associated equipment by asset to be installed.

10. A detailed schedule must be developed on day 1 (one) with milestones with Tech, primary contact and assistants in agreement. City will be solely responsible for cost overruns associated with delays due to asset unavailability, location changes, changes to the asset list, or any delay outside of Consultant's reasonable span of control.

#### D. Installation Delay Terms

1. Tech shall arrive within two (2) weeks of hardware receipt at the two (2) designated City locations. When Tech arrives at City locations, a delay over one (1) hour outside of Consultant's (or its subcontractor's) control that results in additional hours of activity will be billed at One Hundred Dollars (\$100) per hour.

2. Inclement weather is out of Consultant's control and City shall provide covered areas at the two (2) designated installation locations.

3. City will provide housing for overnight stays due to delays outside of Consultant's (or its subcontractor's) control at no cost.

4. Ground travel due to delays outside of Consultant's (or its subcontractor's) control will be charged at Federal per diem rate for mileage.

5. Changes to air travel will be charged at change cost including applicable fees.

#### E. Project Closure and Signoff

Consultant shall provide the City with a project acceptance and closure form and the City's primary contact will provide written confirmation of project acceptance and closure. Post project acceptance, any additional work (other than work covered under warranty) will be quoted on a case by case basis.

F. Warranties

1. Installation Warranty: includes 365-day warranty on workmanship.

2. Limited Hardware Warranty: Consultant warrants that the serialized hardware elements delivered by Consultant or its agents to City under this Contract shall be free from all material defects in workmanship as follows: Consultant's warranty period for such serialized hardware (V series GPS units, ZTrak GPS units, EVIR 2010 handhelds, Consultant branded Tablets, Z PASS readers) is as follows: V4 and V3 Series HD GPS Product Line – 3 Years; EVIR and all other serialized hardware, including third-party hardware– 1 Year.

3. The warranty period runs from the date of project acceptance. Consultant will replace any failed or functionally impaired hardware with equivalent hardware in terms of performance and functionality.

4. This warranty does not apply to any hardware that has been misused, altered, willfully abused or that has been subject to water or other environmental damage or that has been damaged due to improper installation by City or its agents. hardware installations must follow Consultant's equipment-specific installation guidelines to qualify for the foregoing warranty. If hardware is determined by Consultant to be damaged due to any of the aforementioned causes, or if hardware is otherwise deemed ineligible for Warranty coverage, City will be charged the price of a refurbished unit plus shipping and handling, and restocking fees.

5. Return of any Hardware requires a Return Material Authorization ("RMA") number. All RMA's must be pre-authorized by Zonar Customer Care at: E-mail: [Customercare@zonarsystems.com](mailto:Customercare@zonarsystems.com). Phone: 1 (877) THE-EVIR. Ancillary hardware such as mounts, brackets, and cables are excluded from the above warranty.

6. Warranty Limitations: The limited warranties set forth above are applicable solely to the Consultants hardware and installation. City acknowledges that it is solely responsible for its use of data and Consultant guarantees run-times, service-levels and security of data. The *Service Level Commitment* is attached hereto and made a part of this Contract.

Installed hardware requires continual access to an on-vehicle power source, and may require connectivity to onboard diagnostic port(s), vehicle buses, and/or other vehicle sensors, computing systems, and ancillary components (Collectively "Components") to provide the services. Failure to provide exclusive access to these components may impact performance of the hardware, the accuracy and delivery of the services, as well as the performance of the vehicle.

Consultant makes no representation or warranties regarding hardware installed and/or used in contravention of this paragraph. City shall only use third party devices or services in conjunction with Consultants hardware under terms and responsibilities defined in an amendment to this contract.

2. TIME OF PERFORMANCE:

The procurement and installation services of the Consultant shall be undertaken and completed on or before the first day of June, 2021.

3. COMPENSATION:

A. In consideration of the performance of services for the first year of services rendered under this Contract, the Consultant shall be compensated for services performed in accordance with paragraph 1, not to exceed a lump sum of One Hundred One Thousand, Eight Hundred Twenty-Eight Dollars and Ten Cents (\$101,828.10).

B. The City agrees to pay Consultant, starting one (1) year from payment of the annual service and one-time activation fee, a monthly service fee in the amount of Thirty-Four Dollars and Zero Cents (\$34.00) per Refuse Collection Trash Truck and Balefill Equipment Unit, and Nineteen Dollars and Zero Cents (\$19.00) per month per pickup truck. Monthly service fees are not prorated, meaning Consultant Services in a given month is billable fully for the month for each trash truck, balefill equipment unit and pickup truck. The City agrees to report in writing promptly to Consultant any changes made to the number or type of units as listed in Exhibit C.

C. City shall pay (in U.S dollars) all invoices issued under this Agreement by check to Consultant within 45 days from the date of Consultant's invoice. Payments are not subject to set off or reduction. Any amounts not paid when due shall bear interest at the rate of one and one-half percent (1.5%) per month, or the maximum legal rate if less, and City shall be responsible for all costs and expenses, including attorney's fees, incurred by Consultant in connection with the collection of any delinquent amounts. Consultant shall be entitled to withhold performance and suspend the Services until all amounts due are paid in full.

D. The parties acknowledge that the City may want to add hardware, software, service and installation to more City vehicles at a later date by Amendment. If so, the Consultant agrees to provide pricing at substantially similar pricing levels as in this Contract, but in no event at more than a 3% increase in cost during the next calendar year or any year thereafter.

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.

Procurement and installation of hardware shall be paid as follows, see Exhibit A and B:

Seventy percent (70%) of payment is due prior to shipment of hardware, Fifty-Two Thousand, Seven Hundred Twelve Dollars and Seventeen Cents (\$52,712.17).

Thirty percent (30%) of payment is due upon final install closure approval, Twenty-Two Thousand, Five Hundred Ninety Dollars and Ninety-Three Cents (\$22,590.93).

One Year Annual Service Fee and Activation fee shall be paid after City inspection of hardware arrival, Twenty-Six Thousand, Five Hundred Twenty-Five Dollars \$26,525.00 (see Exhibit D and E).

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; and PART III – SOFTWARE LICENSE.

6. EXTENT OF CONTRACT:

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. 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.

7. EXHIBITS:

All exhibits referenced in this Contract are hereby made a part of it.

**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

*Fleur Tremel*

ATTEST

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

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Steven Freel  
Mayor

WITNESS

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

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

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

CONSULTANT  
Zonar Systems, Inc.

By: *Roger Hanz*

Printed Name: *Roger Hanz*

Title: *SVP Finance & Accounting*

WITNESS

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

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

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

CONSULTANT  
Zonar Systems, Inc.

By: *Michael Gould*

Printed Name: *Michael Gould*

Title: *Chief Operating Officer*

## **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 ninety (90) days written notice to Consultant of intent to terminate said Contract. In such event, all finished or unfinished documents, data, studies and reports prepared by the Consultant under this Contract shall, at the option of the City, become its property, and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

1.2 Notwithstanding the above, the Consultant shall not be relieved of liability to the City for damages sustained by the City, by virtue of termination of the Contract by Consultant, or any breach of the Contract by the Consultant, and the City may withhold any payments to the Consultant for the purpose of setoff until such time as the exact amount of damages due the City from the Consultant are determined.

#### **2. CHANGES:**

The City may, from time to time, request changes in the scope of the services of the Contract. Such changes, including any increase or decrease in the amount of the Consultant's compensation, which are mutually agreed upon between the City and the Consultant, shall be incorporated in written amendments to this Contract. There shall be no increase in the amount of Consultant's compensation unless approved by Resolution adopted by City.

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

The Consultant shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the City: provided, however, that claims for money due or to become due the Consultant from the City under this Contract may be assigned to a bank, trust company, or other financial institution, or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer shall be furnished to the City within five (5) business days of any assignment or transfer. For avoidance of doubt, this Section 3 does not apply to any sale of substantially all of Consultant's assets used to service the Contract.



4. AUDIT:

The City or its duly authorized representatives shall have access to any books, documents, papers, and records of the Consultant which are directly pertinent to the Contract for the purpose of making audit, examination, excerpts, and transactions. Such audits shall be conducted no more than once per year, during normal business hours upon reasonable notice at City's expense; provided that Consultant will bear such expense fully if the audit shows an overpayment to Consultant of more than five percent (5%) for the applicable period. Regardless of the amount of any discrepancy discovered, if applicable, any such discrepancy shall be promptly corrected. The City and its duly authorized representatives shall comply with the Wyoming Public Records Act, W.S. 16-4-201 *et seq.*, and shall deny the right of inspection of records to third parties who, as a result information obtained from an audit, want access to trade secrets, privileged information and confidential commercial, financial, geological or geophysical data.

5. EQUAL EMPLOYMENT OPPORTUNITY:

In carrying out the program, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. The Consultant shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, or disability. Such action shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant shall post in conspicuous places, available to employees and applicants for employment, notices required by the government setting forth the provisions of this nondiscrimination clause. The Consultant shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or disability.

6. OWNER OF PROJECT MATERIALS:

All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, and reports prepared by the Consultant under this Contract shall be considered the property of the City, and upon completion of the services to be performed, they will be turned over to the City provided that, in any case, the Consultant may, at no additional expense to the City, make and retain such additional copies thereof as Consultant desires for its own use; and provided further, that in no event may any of the documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, or other reports retained by the Consultant be released to any person, agency, corporation, or organization without the written consent of the City, but only if Consultant agrees in a separating writing to provide a Work Made for Hire to City.

For avoidance of doubt, the contracted services provided by Consultant under this Contract are not a Work Made for Hire. City shall have the right, during the contract term, to access, use and retain vehicle data collected by Consultant provided hardware installed on City vehicles on a 24/7 basis, excepting periodic downtime (generally evenings or weekends) for maintenance. This access right includes the City’s ability to export such data in a non-proprietary format as further described below. During the Contract term, the City will have access to a large amount of help desk materials via Consultant’s password protected website. The City has no ownership rights in such materials, which represent Consultant’s Confidential and Proprietary Information.

The data available for export shall be made available to the City in the formats set forth below, or such other format as the parties may agree to in writing from time to time:

| <b>Data Type</b> | <b>GTC Export formats</b> | <b>API Export Formats</b>   |
|------------------|---------------------------|-----------------------------|
| GPS Path         | CSV, KML, Shapefile       | XML, JSON, CSV, KML, Binary |
| EVIR             | CSV, PDF                  | XML                         |

7. CONFIDENTIALITY:

All reports, information, data, etc., given to or prepared, or assembled by the Consultant under this Contract are confidential and shall not be made available to any individual or organization by the Consultant without the prior written consent of the City.

Consultant’s device firmware, hosted software, and help desk materials represent Consultant’s Confidential and Proprietary Information. Upon termination of the Contract for any reason, City shall have no right to such materials, and shall be obligated to return or securely destroy such materials. It will be a breach of this Contract for the City to intentionally provide any access to Consultant’s device firmware, hosted software and help desk materials to any competitor of Consultant. All help desk material shall be prominently marked as “Confidential” by Consultant, and the City shall train its employees about the confidentiality of helpdesk material and non-disclosure to Consultant’s competitors.

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 Consultant shall also comply with all applicable laws, ordinances, and codes of the local, state, or federal governments and shall not trespass on any public or private property in performing any of the work embraced by this Contract.

9. PERSONNEL:

The Consultant represents that it has, or will secure, all personnel required in performing the services under this Contract. Such personnel shall not be employees of the City. All of the services required shall be performed by the Consultant, or under its supervision, and all personnel engaged in the work shall be fully qualified. All personnel employed by Consultant shall be employed in conformity with applicable local, state or federal laws.

10. SUBCONSULTANT:

The Consultant shall not employ any Subconsultant to perform any services in the scope of this project, unless the Subconsultant is approved in writing by the City. Any approved Subconsultant shall be paid by the Consultant. For avoidance of doubt, this Section 10 does not apply to vendors providing wireless data transmission services, and vendors providing data hosting services. Subconsultants authorized by the City for the purpose of installation of Consultant hardware in City vehicles include: Velociti, Precision Group, Alpha, Orbital Communications, or Zonar personnel. All of these Subconsultants shall go through Zonar Implementation and QC teams for thorough checks and warranty of your install.

11. INSURANCE AND INDEMNIFICATION:

A. **Prior to the commencement of work, Consultant shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its Subconsultants, agents, representatives, or employees.**

B. *Minimum Scope and limit of Insurance.*

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including 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. The CGL policy shall be endorsed to contain Employers Liability/Stop Gap Coverage
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than Five Hundred Thousand (\$500,000) per accident for bodily injury and property damage.

3. Workers' Compensation: as required by the State of Wyoming with Statutory Limits.
4. Cyber Liability Insurance, with limits not less than 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. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Consultant in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

C. *Higher Limits.* If the Consultant maintains broader coverage and/or higher limits than required under this Contract, then the City shall be entitled to the broader coverage and/or the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

D. *Other Insurance Provisions*

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. *Additional Insured Status*

The City, its officers, elected and appointed officials, employees, agents and volunteers are to be covered as additional insureds by blanket endorsements on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10).

2. *Primary Coverage*

For any claims related to this Contract, the Consultant'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 Consultant as respects the City, its officers, elected and appointed officials, employees, agents and volunteers.

3. *Notice of Cancellation*

Coverage shall not be canceled, materially changed, or reduced, except with notice provided by the Consultant to the City. Such notice to the City shall be provided in a commercially reasonable time.

4. *Waiver of Subrogation*

Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

5. The *Deductibles and Self-Insured Retentions* section is intentionally omitted.

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, Consultant's liabilities under this Contract shall not be deemed limited in any way by the insurance coverage required.
- c. If coverage is canceled or non-renewed, and not *replaced with another claims-made policy form with a Retroactive Date* prior to the Contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of *five (5) years* after completion of contract work and at all times thereafter until the applicable statute of limitations runs.

8. *Verification of Coverage*

Consultant shall furnish the City with original certificates of insurance including all required amendatory 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 Consultant's obligation to provide them.

9. *Subconsultants*

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

10. *Special Risks or Circumstances*

City reserves the right to reasonably modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

- E. .Consultant shall indemnify, defend, and hold harmless City from and against: (i) any personal injury, death or property damage caused by Consultant in the performance of this Contract; (ii) any third party claim, cause of action, or demand (each a Covered Claim”), including the cost and expense (including attorneys’ fees) of any claim or allegation that Consultant’s intellectual property infringes upon or misappropriates any intellectual property right of any third party. However, Consultant shall have no obligation for claims arising from: (i) City’s use of Consultant’s intellectual property in combination with intellectual property not supplied by Consultant which infringes the rights of third parties; or (ii) unauthorized modification of the Consultant’s intellectual property by City. To obtain the benefit of the above indemnification, City must (a) promptly notify Consultant following receipt of a Covered Claim, providing Consultant with all information reasonably available, and any assistance in the Covered Claim as Consultant reasonably requires from time to time; (ii) give Consultant full and exclusive authority in the defense and settlement of the Covered Claim (subject to Consultant obtaining City’s consent before Consultant settles any claim in a fashion that would require any action by City). City shall not intentionally make any admission that prejudices Consultant’s defense of the Covered Claim; but it may provide factual statements and other factual information in response to a valid court order. If a Covered Claim regarding intellectual property is made, or in Consultant’s opinion such a Covered Claim is likely to occur, Consultant, at its sole discretion and expense, may perform one of the following: (a) use its reasonable endeavors to procure for City the right to continue using and sublicensing the covered product or service; (b) use its reasonable endeavors to replace or modify the covered product or service so that it becomes non-infringing, provided the functionality of the covered product or service is not materially diminished thereby; or (c) where neither of the above remedies are practicably available to Consultant acting reasonably, reimburse City the hardware and installation costs paid to Consultant for hardware purchases (but not for costs for leased or bundled hardware where Consultant retains title to such hardware), which shall be depreciated on a straight-line basis over a period of three years, and release City from any ongoing obligation to make Lease or Service payments on Hardware or Services that cannot be used (noting that any Leased Hardware must still be returned to Consultant if the lease is terminated due to a covered Claim). This clause states the

exclusive and entire liability of Consultant to City, its members, officers, agents or employees in respect of a Covered Claim.

F. **LIMITATION OF LIABILITY:** IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY, FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL OR EXEMPLARY DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF DATA, GOODWILL, PROFITS, INVESTMENTS, USE OF MONEY OR USE OF FACILITIES; INTERRUPTION IN USE OR AVAILABILITY OF DATA; STOPPAGE OF OTHER WORK OR IMPAIRMENT OF OTHER ASSETS), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ARISING OUT OF (i) THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, USE OF CONSULTANT'S OFFERINGS, OR (ii) ANY CLAIM, CAUSE OF ACTION, BREACH OF CONTRACT OR ANY EXPRESS OR IMPLIED WARRANTY, UNDER THIS AGREEMENT OR OTHERWISE, MISREPRESENTATION, NEGLIGENCE, STRICT LIABILITY, OR OTHER TORT. EXCEPT FOR PERSONAL INJURY, DEATH OR PROPERTY DAMAGE CAUSED BY CONSULTANT IN THE PERFORMANCE OF THIS CONTRACT, CONSULTANT'S AGGREGATE LIABILITY UNDER THIS AGREEMENT WILL NOT, IN ANY EVENT, REGARDLESS OF WHETHER THE CLAIM IS BASED IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, EXCEED FIVE HUNDRED THOUSAND DOLLARS. THE FOREGOING LIMITATIONS SHALL APPLY REGARDLESS OF WHETHER CONSULTANT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

12. INTENT:

Consultant represents that it has read and agrees to the terms of this Contract and further agrees that it is the intent of the parties that Consultant shall perform all of the services for the compensation set forth in this Contract. Consultant also agrees that it is the specific intent of the parties, and a material condition of this Contract, that it shall not be entitled to compensation for other services rendered unless specifically authorized by the City by Resolution of its governing body. Consultant agrees that it has carefully examined the Scope of Services, and that the compensation is adequate for performance of this Contract.

13. WYOMING GOVERNMENTAL CLAIMS ACT:

The City does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 et seq., and the City specifically reserves the right to assert any and all rights, immunities, and defenses it may have pursuant to the Wyoming Governmental Claims Act.

14. NO THIRD PARTY BENEFICIARY RIGHTS:

The parties to this Contract do not intend to create in any other individual or entity the status of third-party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties and obligations contained in this Contract shall operate only between the parties to this Contract, and shall inure solely to the benefit of the parties to this Contract. The parties to this Contract intend and expressly agree that only parties signatory to this Contract shall have any legal or equitable right to seek to enforce this Contract, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Contract, or to bring an action for the breach of this Contract.

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.

The rest of this page is intentionally left blank. *Part III -- Software License* continues on the next page.



## CONTRACT FOR PROFESSIONAL SERVICES

### PART III – SOFTWARE LICENSE

1. SOFTWARE LICENSE/GRANT:

Software is licensed, not sold. Subject to City's timely payment of all applicable fees and expenses, and compliance with all material terms of this Agreement and, Consultant grants to City during the Term a limited, non-transferable license, without rights to sublicense, to access and use the Software solely in connection with City's use of the Services and solely for City's internal business purposes. Except for the limited license conveyed City under this Agreement, Consultant and its suppliers shall retain all right, title, and interest in and to all copyrights, trademarks, service marks, trade secrets, patents, patent applications, mask works, moral rights, contract rights, and all other proprietary rights embodied in the Consultant Offerings and 3rd Party Offerings, including, without limitation, any improvements or derivatives of such offerings. City acknowledges that the Software is of United States origin, is provided subject to the U.S. Export Administration Regulations, may be subject to the export control laws of the applicable territory, and that diversion contrary to applicable export control laws is prohibited. City represents that it will use commercially reasonable efforts to prevent the Software from being used for, any purposes prohibited by law. The Software and accompanying documentation are deemed to be "commercial computer software" and "commercial computer software documentation", respectively, pursuant to DFAR Section 227.7202 and FAR Section 12.212(b), as applicable. Any use, modification, reproduction, release, performing, displaying or disclosing of the Software and documentation by the U.S. Government shall be governed solely by the terms and conditions of this Agreement. Except as otherwise expressly provided in this Agreement, City shall have no right, title or interest in or to any intellectual property relating to the Consultant Offerings and/or 3rd Party Offerings and shall not (a) modify or create derivative works from any Software, (b) merge or otherwise combine any Software with other software not expressly approved in writing by Consultant, or (c) copy, reproduce, modify, reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code or algorithms of any Software. City will not violate Consultant's or its suppliers' proprietary rights related to any Consultant Offering.

2. THIRD PARTY TERMS:

Additional terms for 3rd Party Offerings shall be made by amendments to this contract.

3. TERMS OF USE/CITY OBLIGATIONS:

City shall be solely responsible for obtaining and maintaining Internet access to Consultant's web-based applications through an Internet service provider and the hardware and software necessary to enable such a connection. City is responsible for ensuring that

only authorized City personnel (noting that a competitor of Consultant can never be an authorized user) have access to Consultant's web-based services and for the security of City's computer system and the connection to Consultant's systems. At all times during and after the termination or expiration of this Agreement, subject to the Wyoming Public Records Act, W. S. §16-4-201 *et seq.*(the "Act"), City and its employees and agents shall maintain the confidentiality of trade secret information. Subject to the Wyoming Public Records Act, W. S. §16-4-201 *et seq.*, City shall not intentionally disclose any such proprietary information concerning Consultant Products (hardware and software), including any flow charts, logic diagrams, user manuals and screens, to persons not an employee of City without Consultant's prior written consent. All other information provided to the City that the Consultant considers to be proprietary or a trade secret shall be prominently marked "Confidential" by the Consultant. The City will not be held liable for any disclosure of records that the City determines, acting reasonably and recognizing the harm that would entail with the disclosure of proprietary materials, is a public record subject to disclosure under the Act.

4. DATA RETENTION:

City is solely responsible for printing data and inspection reports for vehicles involved in an accident. Consultant is responsible for providing access to City quarterly to download data. The City is responsible for downloading data to its server and complying with the Wyoming Records Retention Act. City acknowledges Consultant may purge data according to a twelve (12) month retention period.

5. INTELLECTUAL PROPERTY (IP):

Consultant retains all right, title and interest and all related IP rights in and to the Consultant Offerings and Consultant's Confidential Information, including any enhancements, updates or other modifications, including custom modifications, when made by Consultant. Except as expressly set forth herein, no express or implied license or right of any kind is granted to City regarding the Consultant Offerings. Under no circumstances shall City sell or transfer any purchased hardware or licensed Software, reconstruct or repair such hardware or software, or reverse engineer or otherwise attempt to learn the trade secrets, know how or other IP embodied therein. City agrees that Consultant may collect data regarding City's use of the Service and analyze, use and disclose such data in an aggregated format ("Aggregated User Data") for Consultant's internal business purposes; provided such Aggregated User Data is not personally identifiable or City identifiable. Furthermore, Consultant shall not monetize the use of data collected by the City (e.g., by selling the City's data to a third-party) unless in Aggregated form.

## SERVICE LEVEL COMMITMENT

- A. Service Levels.** If Zonar is hosting, managing, or operating the Licensed Software and/or other services for remote electronic access and use by Customer (the “Hosted Services”) then Zonar shall make the Hosted Services Available, as measured over the course of each calendar month during the Term (each such calendar month, a “Service Period”), at least 99.5% of the time, excluding only the time the Hosted Services are not Available solely as a result of one or more Exceptions (the “Availability Requirement”). “Available” means the Hosted Services are available and operable for access and use by Customer and its authorized users over the. For purposes of these Service Levels, “Availability” has a correlative meaning; that is, the Hosted Services are not considered Available in the event of a material performance degradation or inoperability of the Hosted Services, in whole or in part.
- B. Exceptions.** No period of Hosted Service degradation or inoperability will be included in calculating Availability to the extent that such downtime or degradation is due as a direct result of any of the following (“Exceptions”):
1. Customer’s or any of its authorized users’ misuse of the Hosted Services;
  2. Failures of Customer’s or its authorized users’ internet connectivity;
  3. Internet or other network traffic problems other than problems arising in or from networks actually or required to be provided or controlled by Zonar; or
  4. Customer’s/authorized users’ failure to meet any minimum hardware or software requirements.
- C. Scheduled Downtime.** Other than emergency repairs, for which no notice can be reasonably provided, Zonar shall notify Customer at least 24 hours in advance of all scheduled outages of the Hosted Services in whole or in part (“Scheduled Downtime”) other than maintenance occurring in the following Maintenance Windows: Maintenance and updates carried out between Friday 1700- Sunday 1700 PDT that are limited to 15 minutes or less in duration. Zonar will notify Customer via Zonar’s software 24 hours in advance of all scheduled maintenance activities that will exceed 15 minutes in duration.
- D. Remedies for Service Availability Failures.**
1. If the Availability of the Hosted Services is less than the Availability Requirement for any Service Period, such failure shall constitute a “Service Error.” For any Service Error for which Customer requests a Service Credit (such a request must be made in writing within 15 days of the Service Error at issue), Zonar shall issue to Customer a Service Credit based on the length of time of the Service Error multiplied by the dollar amount of the monthly Service Fee expressed in the same unit of time (a monthly Service Fee equal to \$0.03 per hour per vehicle and a Service Error of 2 hours would result a service credit of \$0.06 per vehicle). The Parties agree that Service Credit requests of less than \$250 in aggregate will not be requested nor issued.



**Sales Quote Only.**  
**This is Not an**  
**Invoice.**

**QUOTATION**

Quote Number:  
 Q182662 - 5

Quote Date:  
 03/04/21

18200 Cascade Ave S  
 Seattle, WA 98188  
 www.zonarsystems.com  
 Voice: 206.878.2459  
 Fax: 206.878.3082

Exhibit A

Page:  
 1

| Quoted To:   |
|--|
| City of Casper<br>Attn: Cindie Langston<br>1800 East K Street<br>Casper, WY 82601<br>USA |

| Quoted Ship To:  |
|--|
| City of Casper<br>Attn: Cindie Langston<br>1800 East K Street<br>Casper, WY 82601<br>USA |

| Customer ID | Good Thru | Payment Terms | SalesPerson        |
|-------------|-----------|---------------|--------------------|
|             | 04/03/21  | Net 30 Days   | Joseph D Klibowitz |

| Order Qty | Item       | Description   | Unit Price | Total     |
|-----------|------------|---|------------|-----------|
|           |            | <b>Balefill</b><br>Service on Q182492   |            |           |
| 25        | V4101-H    | V4 Base GPS Kit   | 200.00     | 5,000.00  |
| 25        | E-MOB003-H | Samsung Tab Active2 Certified Kit   | 650.00     | 16,250.00 |
| 25        | W-TA2      | 3 Year Warranty - Samsung TA2   |            |           |
| 25        | MOB003-H   | Tablet Tag Kit  |            |           |
| 1         | 20101      | Round Black Asset NFC Tag   | 5.00       | 5.00      |
| 1         | 81617      | Zones 1-11 MGLD NFC Tag Kit   | 55.00      | 55.00     |
| 3         | 80059      | 5 Pin Data I/O Cable  | 19.95      | 59.85     |
| 16        | 10085      | GPS 4Pin Power Cable Assy   |            |           |
| 4         | 81153      | GPS Light Duty Cable Kit  |            |           |
| 5         | 81517      | 2 PIN DEUTSCH 500K  |            |           |
| 4         | 81530      | J1939-14 Unv Node DelphiGT500K  |            |           |
| 2         | 80082      | Y Splitter  |            |           |
| 2         | 80083      | 2Pin Terminating Resistor   |            |           |
| 2         | 81524      | J1939-14 Backbone Ext Cbl 500k  |            |           |
| 25        | W-TA2T     | Samsung Tab Active2 Traditional - 3yr Warranty  | 89.00      | 2,225.00  |
| 7         | INST001-S  | Installation Tech Day(s)<br>**Travel Costs Included**<br><br>Installation to be Performed by a<br>Zonar Certified Installer | 1,100.00   | 7,700.00  |
|           |            | <b>Supervisor Pickups</b><br>Service on Q182492   |            |           |
| 5         | V4101-H    | V4 Base GPS Kit   | 200.00     | 1,000.00  |
| 5         | 81153      | GPS Light Duty Cable Kit  |            |           |
|           |            | Shipping and Handling Not Included<br>Will be Billed at Cost  |            |           |



Sales Quote Only.  
This is Not an  
Invoice.

QUOTATION

Quote Number:  
Q182662 - 5

Quote Date:  
03/04/21

Page:  
2

18200 Cascade Ave S  
Seattle, WA 98188  
www.zonarsystems.com  
Voice: 206.878.2459  
Fax: 206.878.3082

| Quoted To:   |
|--|
| City of Casper<br>Attn: Cindie Langston<br>1800 East K Street<br>Casper, WY 82601<br>USA |

| Quoted Ship To:  |
|--|
| City of Casper<br>Attn: Cindie Langston<br>1800 East K Street<br>Casper, WY 82601<br>USA |

| Customer ID | Good Thru | Payment Terms | SalesPerson        |
|-------------|-----------|---------------|--------------------|
|             | 04/03/21  | Net 30 Days   | Joseph D Klibowitz |

|                   |           |
|-------------------|-----------|
| Subtotal:         | 32,294.85 |
| Total Sales Tax:  | 0.00      |
| Invoice Discount: | 0.00      |
| Total: USD        | 32,294.85 |

No Hardware or Services identified in this quotation will be provided by Zonar until the parties have executed a Service Agreement, a copy of which will be provided upon request and before acceptance of a customer purchase order. The Service Agreement has been omitted from this Quote for simplicity's sake. The rates and quantities on this quote are based on initial discussions about your fleet, and may change slightly if a detailed asset list provided by your fleet indicates that additional Hardware or Services are required based on your unique asset list.

## **Installation Terms and Assumptions**

### **1. Miscellaneous Terms.**

- a. Assumes installation of all Hardware identified in the attached Quote or Sales Order.
- b. Assumes minimum site access 6-days per week, 12 hours per day. Installation technician ("Tech") is expected to perform 8 hours of productive installation time per day.
- c. Assumes installs are completed at (1) geographic location(s).
- d. Assumes access to sites, vehicles and Zonar Hardware necessary to complete the project as quoted.
- e. Purchase Order commitment required at least 2 weeks in advance of project start date.
- f. Any changes to the vehicle asset list upon which the Quote or Sales Order was generated may result in price increases. Changes may include but are not limited to additional locations, new or different equipment (such as cables or Zonar equipment), or the identification of additional or different assets. If Customer provides a revised asset list Customer will receive a quote for any additional charges.
- g. Zonar will recommend placement of all equipment based on best practices. If Customer requests installation of equipment in a non-recommended location, Customer must approve such installation in writing, and thereby agrees to waive any and all claims against Zonar related to such installation. Customer will be responsible for any cost increase due to the new location.
- h. Customer shall make each vehicle or asset available to allow for the uninterrupted installation and testing of equipment by the Tech. Customer will be responsible for testing other vehicle equipment not installed by Zonar, such as Interlock devices and PTO idle devices.
- i. Customer will assign a primary contact to assist with communication and coordination of all installations and issue resolution. The customer primary contact must use provide reasonable assistance to Zonar and respond to all Zonar requests in a commercially reasonable time.
- j. Any special training, security clearances or other requirements associated with on-site installations must be identified and provided to Zonar in advance of all installations. Additional charges may be required to meet Customer site requirements. Customer is responsible for providing a safe work environment as required by federal and state statutes.
- k. Zonar is not responsible for retraining Customer's personnel if personnel miss approved scheduled training dates.
- l. Customer may be required to assist with transportation to remote and/or hard to access areas if standard transportation is not capable of access. Examples include, but are not limited to, snow, rugged terrain, or other obstacles to entry.
- m. Customer is required to fully participate in vehicle and equipment scheduling, availability and full access. Zonar and Customer's primary contact and/or their designee will create a mutually agreed upon schedule of assets, locations, installation times and associated equipment by asset to be installed based upon the approved sales order. Customer will be solely responsible for any cost overruns associated with delays due to asset unavailability, location changes, changes to the sales order asset list, or any delay outside of Zonar's reasonable span of control.

- 2. Project closure and signoff.** Customer's primary contact or other designate will provide written confirmation project acceptance and closure (a project closure form will be provided upon request). Post acceptance, any additional work (other than work covered under warranty) will be quoted on a case by case basis. In the event that such an acceptance document or written list of issues is not received within 3 business days of the last day of work completed by Zonar, the project will be deemed fully approved and accepted by Customer. Any remaining assets not installed will be deemed completed at this time. For any remaining assets, Customer may choose to self-install or request a quotation from Zonar to complete remaining work.

### **3. Delay Terms.**

- a. Once Tech is deployed, any delay outside of Zonar's (or its subcontractor's) control that results in additional hours of activity will be billed at \$100 per hour.
- b. Inclement weather is out of Zonar's control and can result in additional days required to complete installs if covered area is not available.
- c. Overnight stays will be charged at \$125 per Tech, per night
- d. Ground travel will be charged at \$1.00 per mile round trip
- e. Air travel will be charged at cost plus applicable fees

### **4. Cancellation Terms.** In the event of a Customer cancellation, the following fees will apply:

- a. If the project is cancelled greater than 7 days in advance of the project start date, no charges will apply.
- b. If project is cancelled 7 days or less of the project start date, then \$250 charge per assigned technician will apply.
- c. If the project is cancelled after the installation begins, full project price as quoted will be billed unless other charges are agreed upon.

- 5. Warranty.** Installation includes 365-day warranty on workmanship.



**Sales Quote Only.  
This is Not an  
Invoice.**

**QUOTATION**

Quote Number:  
Q182664 - 3

Quote Date:  
03/04/21

18200 Cascade Ave S  
Seattle, WA 98188  
www.zonarsystems.com  
Voice: 206.878.2459  
Fax: 206.878.3082

Exhibit B

Page:  
1

| Quoted To:   |
|--|
| City of Casper<br>Attn: Sean Orszulak<br>1800 East K Street<br>Casper, WY 82601<br>USA |

| Quoted Ship To:  |
|--|
| City of Casper<br>Attn: Sean Orszulak<br>1800 East K Street<br>Casper, WY 82601<br>USA |

| Customer ID | Good Thru | Payment Terms | SalesPerson        |
|-------------|-----------|---------------|--------------------|
|             | 04/03/21  | Net 30 Days   | Joseph D Klibowitz |

| Order Qty | Item       | Description   | Unit Price | Total     |
|-----------|------------|---|------------|-----------|
|           |            | <b>Refuse</b><br>Service on Q182491                                   |            |           |
| 31        | V4101-H    | V4 Base GPS Kit   | 200.00     | 6,200.00  |
| 31        | E-MOB003-H | Samsung Tab Active2 Certified Kit                                     | 650.00     | 20,150.00 |
| 31        | W-TA2      | 3 Year Warranty - Samsung TA2   |            |           |
| 31        | MOB003-H   | Tablet Tag Kit  |            |           |
| 15        | 80059      | 5 Pin Data I/O Cable  | 19.95      | 299.25    |
| 4         | 10085      | GPS 4Pin Power Cable Assy   |            |           |
| 1         | 10030      | GPS 4PIN Power W/Panic  |            |           |
| 2         | 81153      | GPS Light Duty Cable Kit  |            |           |
| 20        | 81530      | J1939-14 Unv Node DelphiGT500K  |            |           |
| 3         | 80082      | Y Splitter  |            |           |
| 3         | 80083      | 2Pin Terminating Resistor   |            |           |
| 23        | 81517      | 2 PIN DEUTSCH 500K  |            |           |
| 3         | 81524      | J1939-14 Backbone Ext Cbl 500k  |            |           |
| 1         | 81532      | J1939-14 Splice Pack Adapter  |            |           |
| 1         | 81523      | GPS Diagnostic 9 Pin 500K   |            |           |
| 31        | W-TA2T     | Samsung Tab Active2 Traditional - 3yr Warranty                        | 89.00      | 2,759.00  |
| 1         | EVIR003-S  | Custom Configuration  | 1,000.00   | 1,000.00  |
| -1        | EVIR003-S  | Custom Configuration  | 1,000.00   | -1,000.00 |
| 10        | INST001-S  | Installation Tech Day(s)<br>**Install Travel Costs Included**         | 1,100.00   | 11,000.00 |
| 1         | TRAINING   | Training  | 800.00     | 800.00    |
| 1         | TRAVEL     | Travel - Training & Prof Services Estimate, Will<br>be Billed at Cost | 1,000.00   | 1,000.00  |
|           |            | Installation to be Performed by a<br>Zonar Certified Installer        |            |           |
|           |            | <b>Supervisor Pickups</b><br>Service on Q182491                       |            |           |
| 4         | V4101-H    | V4 Base GPS Kit   | 200.00     | 800.00    |



**Sales Quote Only.  
This is Not an  
Invoice.**

**QUOTATION**

**Quote Number:**  
Q182664 - 3

**Quote Date:**  
03/04/21

**Page:**  
2

18200 Cascade Ave S  
Seattle, WA 98188  
www.zonarsystems.com  
**Voice: 206.878.2459**  
**Fax: 206.878.3082**

| Quoted To:   |
|--|
| City of Casper<br>Attn: Sean Orszulak<br>1800 East K Street<br>Casper, WY 82601<br>USA |

| Quoted Ship To:  |
|--|
| City of Casper<br>Attn: Sean Orszulak<br>1800 East K Street<br>Casper, WY 82601<br>USA |

| Customer ID | Good Thru  | Payment Terms | SalesPerson        |
|-------------|--|---------------|--------------------|
|             | 04/03/21   | Net 30 Days   | Joseph D Klibowitz |
| 4 81153     | GPS Light Duty Cable Kit<br><br>Shipping and Handling Not Included<br>Will be Billed at Cost |               |                    |

|                   |                      |
|-------------------|----------------------|
| Subtotal:         | 43,008.25            |
| Total Sales Tax:  | 0.00                 |
| Invoice Discount: | 0.00                 |
| <b>Total:</b>     | <b>USD 43,008.25</b> |

*No Hardware or Services identified in this quotation will be provided by Zonar until the parties have executed a Service Agreement, a copy of which will be provided upon request and before acceptance of a customer purchase order. The Service Agreement has been omitted from this Quote for simplicity's sake. The rates and quantities on this quote are based on initial discussions about your fleet, and may change slightly if a detailed asset list provided by your fleet indicates that additional Hardware or Services are required based on your unique asset list.*



## **Installation Terms and Assumptions**

### **1. Miscellaneous Terms.**

- a. Assumes installation of all Hardware identified in the attached Quote or Sales Order.
- b. Assumes minimum site access 6-days per week, 12 hours per day. Installation technician ("Tech") is expected to perform 8 hours of productive installation time per day.
- c. Assumes installs are completed at (1) geographic location(s).
- d. Assumes access to sites, vehicles and Zonar Hardware necessary to complete the project as quoted.
- e. Purchase Order commitment required at least 2 weeks in advance of project start date.
- f. Any changes to the vehicle asset list upon which the Quote or Sales Order was generated may result in price increases. Changes may include but are not limited to additional locations, new or different equipment (such as cables or Zonar equipment), or the identification of additional or different assets. If Customer provides a revised asset list Customer will receive a quote for any additional charges.
- g. Zonar will recommend placement of all equipment based on best practices. If Customer requests installation of equipment in a non-recommended location, Customer must approve such installation in writing, and thereby agrees to waive any and all claims against Zonar related to such installation. Customer will be responsible for any cost increase due to the new location.
- h. Customer shall make each vehicle or asset available to allow for the uninterrupted installation and testing of equipment by the Tech. Customer will be responsible for testing other vehicle equipment not installed by Zonar, such as Interlock devices and PTO idle devices.
- i. Customer will assign a primary contact to assist with communication and coordination of all installations and issue resolution. The customer primary contact must use provide reasonable assistance to Zonar and respond to all Zonar requests in a commercially reasonable time.
- j. Any special training, security clearances or other requirements associated with on-site installations must be identified and provided to Zonar in advance of all installations. Additional charges may be required to meet Customer site requirements. Customer is responsible for providing a safe work environment as required by federal and state statutes.
- k. Zonar is not responsible for retraining Customer's personnel if personnel miss approved scheduled training dates.
- l. Customer may be required to assist with transportation to remote and/or hard to access areas if standard transportation is not capable of access. Examples include, but are not limited to, snow, rugged terrain, or other obstacles to entry.
- m. Customer is required to fully participate in vehicle and equipment scheduling, availability and full access. Zonar and Customer's primary contact and/or their designee will create a mutually agreed upon schedule of assets, locations, installation times and associated equipment by asset to be installed based upon the approved sales order. Customer will be solely responsible for any cost overruns associated with delays due to asset unavailability, location changes, changes to the sales order asset list, or any delay outside of Zonar's reasonable span of control.

- 2. Project closure and signoff.** Customer's primary contact or other designate will provide written confirmation project acceptance and closure (a project closure form will be provided upon request). Post acceptance, any additional work (other than work covered under warranty) will be quoted on a case by case basis. In the event that such an acceptance document or written list of issues is not received within 3 business days of the last day of work completed by Zonar, the project will be deemed fully approved and accepted by Customer. Any remaining assets not installed will be deemed completed at this time. For any remaining assets, Customer may choose to self-install or request a quotation from Zonar to complete remaining work.

### **3. Delay Terms.**

- a. Once Tech is deployed, any delay outside of Zonar's (or its subcontractor's) control that results in additional hours of activity will be billed at \$100 per hour.
- b. Inclement weather is out of Zonar's control and can result in additional days required to complete installs if covered area is not available.
- c. Overnight stays will be charged at \$125 per Tech, per night
- d. Ground travel will be charged at \$1.00 per mile round trip
- e. Air travel will be charged at cost plus applicable fees

### **4. Cancellation Terms.** In the event of a Customer cancellation, the following fees will apply:

- a. If the project is cancelled greater than 7 days in advance of the project start date, no charges will apply.
- b. If project is cancelled 7 days or less of the project start date, then \$250 charge per assigned technician will apply.
- c. If the project is cancelled after the installation begins, full project price as quoted will be billed unless other charges are agreed upon.

- 5. Warranty.** Installation includes 365-day warranty on workmanship.

## **Training Terms and Assumptions**

### **1. Cancellation Terms.**

- a. In the event a training is cancelled within 48 hours of its scheduled start, a \$400 fee may be invoiced to the customer in addition to any non-refundable travel costs already purchased for said training.
- b. In the event that a training is delayed by a calendar day within 48 hours of start, a \$400 fee may be invoiced in addition to fees related to travel change, including but not limited to:
  - Airline flight change fees including difference in fare
  - Additional vehicle rental charges
  - Additional hotel fees
  - Additional day of per diem

## Exhibit C: Zonar List 56 Units and 9 Pickup Trucks

| Asset No         | VEHICLE TYPE | EXSID<br><i>(Required for Workflow)</i> | Lic. Plate # | Year | Make         | Model           | VIN               | Engine Type  | Vehicle Type           |
|------------------|--------------|---|--------------|------|--------------|-----------------|-------------------|--------------|------------------------|
| REFUSE (30)      |              |   |              |      |              |                 |                   |              |                        |
| 1                | 222301       | Crane Truck                             | C-2470       | 2020 | FREIGHTLINER | M2              | 3ALACWD2XMDM8637  | DD13         | CRANE                  |
| 2                | 222307       | MRF Haul Truck                          |              | 2020 | MACK         | GRANITE         | 1M1GR4GY2MM025133 | MP8          | MRF HAUL TRUCK         |
| 3                | 222305       | Rolloff Truck                           |              | 2020 | MACK         | GRANITE         | 1M2GR2GC2LM017665 | MP7          | ROLL-OFF               |
| 4                | 222287       | Rolloff Truck                           | C-2255       | 2018 | MACK         | GRANITE         | 1M2GR3GCBK0004018 | MP8          | ROLL OFF               |
| 5                | 222247       | Recycle Truck                           | C-2355       | 2006 | FREIGHTLINER | CONVENTIONAL M2 | 1FD0XSH79GEA29450 | M906         | RECYCLE                |
| 6                | 222248       | Recycle Truck                           | C-2356       | 2006 | FREIGHTLINER | CONVENTIONAL M2 | 1FVACXDJ67HX75457 | M906         | RECYCLE                |
| 7                | 222261       | Front                                   | C-2115       | 2012 | MACK         | LEU             | 1M2AU02C8DM007465 | MP7          | FRONT LOAD             |
| 8                | 222272       | Front                                   | C-2296       | 2014 | MACK         | LEU             | 1M2AU04C2FM006983 | MP7          | FRONT LOAD             |
| 9                | 222273       | Front                                   | C-2159       | 2014 | MACK         | LEU             | 1M2AU04C4FM008984 | MP7          | FRONT LOAD             |
| 10               | 222276       | Front                                   | C-2119C      | 2015 | MACK         | LEU             | 1M2AU04C6GM009717 | MP7          | FRONT LOAD             |
| 11               | 222288       | Front                                   | C-2273       | 2018 | MACK         | LR              | 1M2LR06COKM003699 | MP7          | FRONT LOAD             |
| 12               | 222262       | Side                                    | C-2143       | 2012 | MACK         | LEU             | 1M2AU02CXDM007466 | MP7          | SIDE ARM               |
| 13               | 222299       | Side                                    | C-6121       | 2020 | MACK         | LR              | 1M2LR20GCLM003552 | MP7          | SIDE ARM               |
| 14               | 222274       | Side                                    | C-24821      | 2015 | MACK         | LEU             | 1M2AU04C1FM009445 | MP7          | SIDE ARM               |
| 15               | 222275       | Side                                    | C-2331       | 2015 | MACK         | LEU             | 1M2AU04C3FM009446 | MP7          | SIDE ARM               |
| 16               | 222283       | Side                                    | C-2280       | 2016 | MACK         | LR              | 1M2LR05C1HM001860 | MP7          | SIDE ARM               |
| 17               | 222284       | Side                                    | C-2313       | 2016 | MACK         | LR              | 1M2LR06C3HM001861 | MP7          | SIDE ARM               |
| 18               | 222285       | Side                                    | C-3801       | 2017 | MACK         | LR              | 1M2LR05C7HM002737 | MP7          | SIDE ARM               |
| 19               | 222286       | Side                                    | C-3803       | 2017 | MACK         | LR              | 1M2LR05C3HM002738 | MP7          | SIDE ARM               |
| 20               | 222289       | Side                                    | C-2182       | 2018 | MACK         | LR              | 1M2LR06C3KM003700 | MP7          | SIDE ARM               |
| 21               | 222302       | Side                                    | C-1616       | 2020 | MACK         | LR              | 1m2lrgc1mm004261  | MP7          | SIDE ARM               |
| 22               | 222255       | Rear                                    | C-3697       | 2009 | MACK         | LEU             | 1M2AU02COAM003826 | MP7          | REAR LOAD              |
| 23               | 222271       | Rear                                    | C-2321       | 2013 | MACK         | LEU             | 1M2AU04C4EM008594 | MP7          | REAR LOAD              |
| 24               | 83276        | Rear                                    | C-2363       | 2008 | FORD         | F-550           | 1FDAF6R58E8A8270  | 6.4 LITER    | REAR LOAD              |
| 25               | 222267       | Pal Body                                | C-2278       | 2013 | FORD         | F-650           | 3FRPF6A1DV765539  | 6.7 LITER    | PAL BODY               |
| 26               | 222300       | Sweeper                                 | C-4079       | 2019 | DELEVO       | 6000 Delevo     | za96000k00k38078  | 4.5 LITER    | SWEEPER                |
| 27               | 222298       | Sweeper                                 | C-2231       | 2019 | DELEVO       | 6000 Delevo     | za96000k00k38072  | 4.5 LITER    | SWEEPER                |
| 28               | 70710        | Sweeper                                 | C-2084       | 2012 | GLOBAL       | GLOBAL MX3      | 1g9gm3hjxps462003 | 4045T        | SWEEPER                |
| 29               | 70751        | Sweeper                                 | C-2138       | 2016 | FREIGHTLINER | VT 651 JOHNSTON | 1fvacxot5ghh18588 | 6.7 CUMMINGS | SWEEPER                |
| 30               | 70991        | Sweeper                                 | C-2314       | 2010 | ALLIANZ      | 300 MX JOHNSTON | 2agam3h69bb181169 | 4045HF       | SWEEPER                |
| 31               | 141507       | MRF Wheel Loader                        |              | 2019 | CAT          | 906M            | CAT906MTH6604153  | CAT          | FRONT End Wheel Loader |
| ONLY AVL NO EVIR |              |   |              |      |              |                 |                   |              |                        |
| 1                | 222281       | PICKUP-SUP                              |              | 2009 |              |                 |                   |              |                        |
| 2                | 222264       | PICKUP-COM LITTER                       |              | 2008 |              |                 |                   |              |                        |
| 3                | 222277       | PICKUP-COM SUP                          |              | 2012 |              |                 |                   |              |                        |
| 4                | 222292       | PICKUP-MTN COOR                         |              | 2016 |              |                 |                   |              |                        |
| 5                | 2223KX       | NEW PICKUP-RES SUP                      |              | 2022 |              |                 |                   |              |                        |

| Asset No         | VEHICLE TYPE | EXSID<br><i>(Required for Workflow)</i> | Lic. Plate # | Year | Make         | Model             | VIN               | Engine Type | Vehicle Type           |
|------------------|--------------|---|--------------|------|--------------|-------------------|-------------------|-------------|------------------------|
| BALEFILL (25)    |              |   |              |      |              |                   |                   |             |                        |
| 1                | 222257       | Rolloff Truck                           | C-2091       | 2010 | MACK         | GRANITE           | 1M2AX04C7BM009886 | MP8         | ROLL OFF               |
| 2                | 222249       | Crane Truck                             | C-2260       | 2007 | FORD         | F-750             | 3FRWF75557U509145 | CAT         | CRANE                  |
| 3                | 141402       | Leaf Compactor                          |              | 2001 | CAT          | 826G              | 7LN00752          | CAT         | Landfill Compactor     |
| 4                | 141424       | Tandem Dump Truck                       |              | 2016 | WESTERN STAR | CONVENTIONAL      | 5KKAAXCY3HPH27862 |             | PLOW                   |
| 5                | 141417       | Wheel Loader                            |              | 2016 | CAT          | 950M              | CAT0950MEEMB00853 | CAT         | Front End Wheel Loader |
| 6                | 141418       | Litter Rear Loader                      |              | 2015 | DODGE        | RAM 5500          | 9C7WRNLF6G706203  | Cummins     | Crew Truck             |
| 7                | 141420       | Art. Haul Truck                         |              | 2013 | VOLVO        | A40F              | VCE0A40FC0012316  | VOLVO       | Articulated Dump       |
| 8                | 141432       | Wheel Loader                            |              | 2016 | CAT          | 950M              | CAT095MEEMB02661  | CAT         | Front End Wheel Loader |
| 9                | 141433       | Forklift                                |              | 2016 | CAT          | GP35N5 FORKLIFT   | AT13G50230        | CAT         | Forklift               |
| 10               | 141459       | Road Grader                             |              | 2004 | CAT          | 140H GRADER       | CAT0140HTCCA00397 | CAT         | Grader                 |
| 11               | 141478       | Wheel Loader                            |              | 2007 | CAT          | 950M LOADER       | CAT0950HEKSK01552 | CAT         | Front End Wheel Loader |
| 12               | 141479       | Tracksteer                              |              | 2007 | CAT          | 287C TRK STEER    | CAT0287CHMAS00281 | CAT         | Skid Steer             |
| 13               | 141485       | Excavator                               |              | 2007 | CAT          | 320D EXCAVATOR    | CAT0320PHX00604   | CAT         | Excavator              |
| 14               | 141489       | Bale Haul Truck                         |              | 2010 | MACK         | GU 713 HAUL TRUCK | 1M1AX09YXAM007511 | MACK        | Tractor Trailer        |
| 15               | 141490       | Bale Haul Truck                         |              | 2010 | MACK         | GU 713 HAUL TRUCK | 1M1AX09YXAM007512 | MACK        | Tractor Trailer        |
| 16               | 141492       | Forklift                                |              | 2009 | CAT          | P7000 FORKLIFT    | AT13F70312        | CAT         | Forklift               |
| 17               | 141496       | Water Truck                             |              | 2010 | MACK         | GU713 WATER TRUCK | 1M2AX09C2AM009124 | MACK        | Water Truck            |
| 18               | 141519       | D6 Dozer                                |              | 2019 | CAT          | D6 Dozer          | CAT000D6JKMT00407 | CAT         | Dozer                  |
| 19               | 141498       | Scraper                                 |              | 2008 | CAT          | 627 SCRAPER       | CAT0627GEDB000576 | CAT         | Scraper                |
| 20               | 141500       | Forklift                                |              | 2017 | CAT          | GP35N FORKLIFT    | AT13G50428        | CAT         | Forklift               |
| 21               | 141501       | Wheel Loader                            |              | 2017 | CAT          | 950M LOADER       | CAT0950MEEMB04054 | CAT         | Loader                 |
| 22               | 141502       | Wheel Loader                            |              | 2017 | CAT          | 950M LOADER       | CAT0950MEEMB04055 | CAT         | Loader                 |
| 23               | 141503       | Leaf Compactor                          |              | 2018 | CAT          | 826K COMPACTOR    | CAT0826KA23206391 | CAT         | Compactor              |
| 24               | 141504       | Material Handler                        |              | 2017 | LIEBHERR     | MAT. HANDLER      | MLH21197K2K081706 | LIEBHERR    | Handler                |
| 25               | 141520       | Wheel Loader                            |              | 2019 | CAT          | 962 Loader        | CAT0962MkeJ0093L  | CAT         | Loader                 |
| ONLY AVL NO EVIR |              |   |              |      |              |                   |                   |             |                        |
| 1                | 141491       | PICKUP                                  |              | 2009 |              |                   |                   |             |                        |
| 2                | 141481       | PICKUP                                  |              | 2008 |              |                   |                   |             |                        |
| 3                | 222260       | PICKUP                                  |              | 2012 |              |                   |                   |             |                        |
| 4                | 141422       | PICKUP                                  |              | 2016 |              |                   |                   |             |                        |
| 5                | 222269       | CAR                                     |              | 2013 |              |                   |                   |             |                        |



**Sales Quote Only.  
This is Not an  
Invoice.**

**QUOTATION**

**Quote Number:**  
Q182492 - 3

**Quote Date:**  
03/04/21

18200 Cascade Ave S  
Seattle, WA 98188  
www.zonarsystems.com  
**Voice: 206.878.2459**  
**Fax: 206.878.3082**

Exhibit D

**Page:**  
1

| Quoted To:   |
|--|
| City of Casper<br>Attn: Cindie Langston<br>1800 East K Street<br>Casper, WY 82601<br>USA |

| Quoted Ship To:  |
|--|
| City of Casper<br>Attn: Cindie Langston<br>1800 East K Street<br>Casper, WY 82601<br>USA |

| Customer ID | Good Thru | Payment Terms | SalesPerson        |
|-------------|-----------|---------------|--------------------|
|             | 04/03/21  | Net 30 Days   | Joseph D Klibowitz |

| Order Qty | Item       | Description   | Unit Price | Total    |
|-----------|------------|---|------------|----------|
|           |            | <b>Balefill</b><br>Hardware & Install on Q182662                    |            |          |
| 25        | GPS066-S   | Annual Zonar Essentials   | 228.00     | 5,700.00 |
| 25        | E-MOB001-S | Annual Samsung Tablet EVIR CSA Insp Service                         | 72.00      | 1,800.00 |
| 25        | E-MOB012-S | Annual Samsung Tablet ZForms  | 72.00      | 1,800.00 |
| 25        | MDM002-S   | Annual Samsung Tab Active2 Zonar Mobile Shield                      | 36.00      | 900.00   |
| 25        | ACT001-S   | GSM Activation  | 25.00      | 625.00   |
|           |            | <b>Supervisor Pickups</b><br>Hardware on Q182662                    |            |          |
| 5         | GPS066-S   | Annual Zonar Essentials   | 228.00     | 1,140.00 |
| 5         | ACT001-S   | GSM Activation  | 25.00      | 125.00   |
|           |            | *Three Year Contract Required*<br>Early Termination Fees Will Apply |            |          |

|                   |                      |
|-------------------|----------------------|
| Subtotal:         | 12,090.00            |
| Total Sales Tax:  | 0.00                 |
| Invoice Discount: | 0.00                 |
| <b>Total:</b>     | <b>USD 12,090.00</b> |

*No Hardware or Services identified in this quotation will be provided by Zonar until the parties have executed a Service Agreement, a copy of which will be provided upon request and before acceptance of a customer purchase order. The Service Agreement has been omitted from this Quote for simplicity's sake. The rates and quantities on this quote are based on initial discussions about your fleet, and may change slightly if a detailed asset list provided by your fleet indicates that additional Hardware or Services are required based on your unique asset list.*



**Sales Quote Only.  
This is Not an  
Invoice.**

**QUOTATION**

**Quote Number:**  
Q182491 - 3

**Quote Date:**  
03/04/21

18200 Cascade Ave S  
Seattle, WA 98188  
www.zonarsystems.com  
**Voice: 206.878.2459**  
**Fax: 206.878.3082**

Exhibit E

**Page:**  
1

| Quoted To:   |
|--|
| City of Casper<br>Attn: Sean Orszulak<br>1800 East K Street<br>Casper, WY 82601<br>USA |

| Quoted Ship To:  |
|--|
| City of Casper<br>Attn: Sean Orszulak<br>1800 East K Street<br>Casper, WY 82601<br>USA |

| Customer ID | Good Thru | Payment Terms | SalesPerson        |
|-------------|-----------|---------------|--------------------|
|             | 04/03/21  | Net 30 Days   | Joseph D Klibowitz |

| Order Qty | Item       | Description   | Unit Price | Total    |
|-----------|------------|---|------------|----------|
|           |            | <b>Refuse</b><br>Hardware & Install on Q182664                      |            |          |
| 31        | GPS066-S   | Annual Zonar Essentials   | 228.00     | 7,068.00 |
| 31        | E-MOB001-S | Annual Samsung Tablet EVIR CSA Insp Service                         | 72.00      | 2,232.00 |
| 31        | E-MOB012-S | Annual Samsung Tablet ZForms  | 72.00      | 2,232.00 |
| 31        | MDM002-S   | Annual Samsung Tab Active2 Zonar Mobile Shield                      | 36.00      | 1,116.00 |
| 31        | ACT001-S   | GSM Activation  | 25.00      | 775.00   |
|           |            | <b>Supervisor Pickups</b><br>Hardware on Q182664                    |            |          |
| 4         | GPS066-S   | Annual Zonar Essentials   | 228.00     | 912.00   |
| 4         | ACT001-S   | GSM Activation  | 25.00      | 100.00   |
|           |            | *Three Year Contract Required*<br>Early Termination Fees Will Apply |            |          |

|                   |                      |
|-------------------|----------------------|
| Subtotal:         | 14,435.00            |
| Total Sales Tax:  | 0.00                 |
| Invoice Discount: | 0.00                 |
| <b>Total:</b>     | <b>USD 14,435.00</b> |

*No Hardware or Services identified in this quotation will be provided by Zonar until the parties have executed a Service Agreement, a copy of which will be provided upon request and before acceptance of a customer purchase order. The Service Agreement has been omitted from this Quote for simplicity's sake. The rates and quantities on this quote are based on initial discussions about your fleet, and may change slightly if a detailed asset list provided by your fleet indicates that additional Hardware or Services are required based on your unique asset list.*

RESOLUTION NO. 21-52

A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES CONTRACT WITH ZONAR SYSTEMS, INC., FOR AVL AND EVIR® SYSTEMS PROJECT.

WHEREAS, the City of Casper desires to award a professional services contract to Zonar Systems, Inc. (Zonar), to purchase and install automatic vehicle location (AVL) and Electronic Verified Inspection Reporting (EVIR®) systems on the City's Refuse Collection and Balefill fleets, Project No. 19-059; and,

WHEREAS, Zonar is ready and willing to provide these services.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a contract for professional services with Zonar for this service.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments throughout the term of the agreement, retaining those amounts prescribed by the contract, in the amount of One Hundred and One Thousand Eight Hundred Twenty-Eight and 10/100 Dollars (\$101,828.10).

PASSED, APPROVED, AND ADOPTED on this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

APPROVED AS TO FORM:

  
\_\_\_\_\_


ATTEST:


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

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

April 6, 2021

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 Sewer Service with the JR & Heather Boyles Living Trust

**Meeting Type & Date**  
Regular Council Meeting  
April 20, 2021

**Action Type**  
Resolution

**Recommendation**  
That Council, by resolution, authorize a Contract for Outside-City Sewer Service with the JR & Heather Boyles Living Trust.

**Summary**  
This contract provides Outside-City sewer service for 4950 East Country Club Road, a parcel of land located outside of City limits on the east side of Casper in the Country Club area. The property will obtain sewer service by connecting to the sewer main located north of East Country Club Road.

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 October 28, 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 SEWER SERVICE**

MIN: 100015701001234875 SIS: 888.679.6377

THIS AGREEMENT is made, dated, and signed this 1<sup>st</sup> day of April, 2021, by and between the City of Casper, Wyoming, a municipal corporation, 200 North David Street, Casper, Wyoming 82601, hereinafter referred to as "City", and J.R. and Heather Boyles Living Trust dated October 13, 2017, 4950 East Country Club Road, Casper, Wyoming 82609; 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 located in the SW1/4SE1/4SW1/4 of Section 18, Township 33 North, Range 78 West of the 6<sup>th</sup> P.M., in Natrona County, Wyoming, with an address of 4950 East Country Club Road, which is not within the corporate limits of the City of Casper; and,

B. Owner desires to obtain sewer service from City for such property as described in Exhibit "A", attached hereto and made a part of this agreement; and,

C. Sewer service is available for the land described in Exhibit "A" by the extension of a ten-inch sewer main located north of Country Club Road; and,

D. Owner and City have agreed to sewer service under the terms and conditions of this Agreement.

NOW THEREFORE, it is hereby agreed among the parties as follows:

1. Service

- a. The Owner shall extend an 8-inch sewer main from the existing 10-inch sewer main located north of Country Club Road, south approximately 160 feet terminating in a manhole as shown in Exhibit "B", attached hereto and made a part of this agreement.
- b. The Owner shall construct the necessary sewer main extension in accordance with plans and specifications to be prepared by the Owner's engineer, approved by the City, and permitted by the Wyoming Department of Environmental Quality.
- c. All sewer system improvements shall be designed and inspected by a Wyoming registered Professional Engineer, who shall certify that the sewer improvements have been constructed in accordance with the approved plans and specifications. The certification by the engineer is required to be in writing.
- d. All sewer line easements or rights-of-way, in forms acceptable to the City and mortgagee, 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 the sewer main. Minimum twenty (20) foot wide easement widths shall be provided.

- e. The Owner shall protect manhole covers and rings from damage in the course of constructing the sewer lines, and shall be solely responsible for repair or replacement to the City's satisfaction.
- f. The Owner shall maintain, repair, and replace, if necessary, all sewer system improvements for a period of eighteen (18) months from the date stated in a Letter of Completion issued by the City under the Casper Municipal Code. This obligation includes maintenance, repair, or replacement for any cause during such period, including acts of subcontractors. Upon completion of all maintenance, repair, and replacement to the satisfaction of the City Engineer, the City shall accept the construction thereof in writing as provided in the Casper Municipal Code and thereafter own, operate, and maintain said sewer system. In the event the Owner fails to maintain, repair, or replace said improvements during the warranty period, City may, at its option, maintain, repair, or replace the same and Owner agrees to pay for any cost incurred thereby. Maintenance, repair, or replacement by the City of the sewer system 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.
- g. Owner shall comply with all Casper Municipal 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 sewer system construction and the warranty period.
- h. The properties 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.
- i. The Owner shall be allotted one sewer service connection(s) to the property as shown on Exhibit "A." No other properties may be served from this connection.
- j. The Owner shall, at its sole cost and expense, install the sewer service line(s) from the City sewer main to the building(s) to be served.
- k. Owner shall submit "as-built" record documents for the sewer system to the City prior to the issuance of any certificate of occupancy. 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 and date.

- l. 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.
- m. The Owner shall be responsible for obtaining easements from other property owners for the sewer service lines as needed at its sole cost and expense.

2. Right of Inspection

The City shall have the right to inspect all sewer system construction. All sewer system construction must meet City requirements. Before connection of the sewer services to any building, all work must be accepted and approved by the City.

3. Charges for Service

- a. The Owner will pay to the City the then-current outside-City system investment charge for each connection to be served with sewer. Payment will be made prior to actual receipt of sewer service provided by the City.
- b. The outside-City sewer system investment charge shall be based on an equivalent 3/4-inch water connection.
- c. The charge for sewer service provided shall be at the City's existing rates as the same shall apply from time to time for all retail outside-City sewer 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 sewer service.

4. Regulation

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, and 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. Construction Term

The Owner shall be allowed two (2) years from the date of this Agreement to complete the sewer service line construction and necessary improvements as set forth herein. Should the construction not be completed within this time period, this Agreement shall automatically be null and void.

6. Annexation

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 their 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.

7. 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 Country Club Road 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 all heirs, successors in interest and assigns. This commitment shall be binding upon and run with the land set forth herein.

8. 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.

9. 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 as 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                       | City of Casper                 |
| JR & Heather Boyles Living Trust | Attn: Public Services Director |
| 4950 East Country Club Road      | 200 North David                |
| Casper, Wyoming 82609            | Casper, WY 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.

- 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.

[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:

JR & Heather Boyles Living Trust  
4950 East Country Club Road  
Casper, Wyoming 82609

[Signature]

J.R. Boyles, Trustee of the J.R. and  
Heather Boyles Living Trust dated  
October 13, 2017

Heather L. Boyles

Heather L Boyles Trustee of the J.R.  
and Heather Boyles Living Trust  
dated October 13, 2017

The undersigned mortgagee for J.R. and Heather Boyles Living Trust dated October 13,  
2017 hereby consents to Owners execution of and ratifies this agreement.

4/1/2021

Date

[Signature]

MORTGAGEE

By: Mortgage Electronic Registration Systems, Inc.,  
with an address of PO Box 2026, Flint, MI 48501-2026,  
as nominee for Bank of America, N.A. and  
its successors and assigns (as Mortgagee)

Printed Name: Scot Kielblock

Title: Vice President



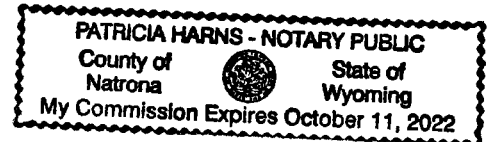
STATE OF WYOMING )  
 ) ss.  
COUNTY OF NATRONA )

This instrument was acknowledged before me this 5<sup>th</sup> day of April, 2021,  
by J.R. Boyles, Trustee for the J.R. and Heather Boyles Living Trust dated October 13, 2017.

(seal)

Patricia Harns  
NOTARY PUBLIC

My commission expires: October 11, 2022



STATE OF WYOMING )  
 ) ss.  
COUNTY OF NATRONA )

This instrument was acknowledged before me this 5<sup>th</sup> day of April, 2021,  
by Heather L. Boyles, Trustee for the J.R. and Heather Boyles Living Trust dated October 13,  
2017.

(seal)

Patricia Harns  
NOTARY PUBLIC

My commission expires: October 11, 2022

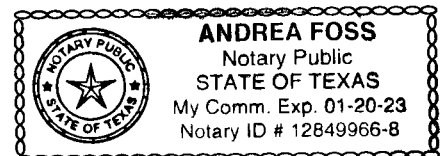


STATE OF TEXAS )  
 ) ss.  
COUNTY OF COLLIN )

This instrument was acknowledged before me this 1 day of April, 2021,  
by Scot Kielblock, as Vice President of Mortgage Electronic Registration Systems, Inc., a  
Delaware corporation on behalf of said corporation as nominee for Bank of America, N.A. and  
its successors and assigns.

Andrea Foss  
NOTARY PUBLIC

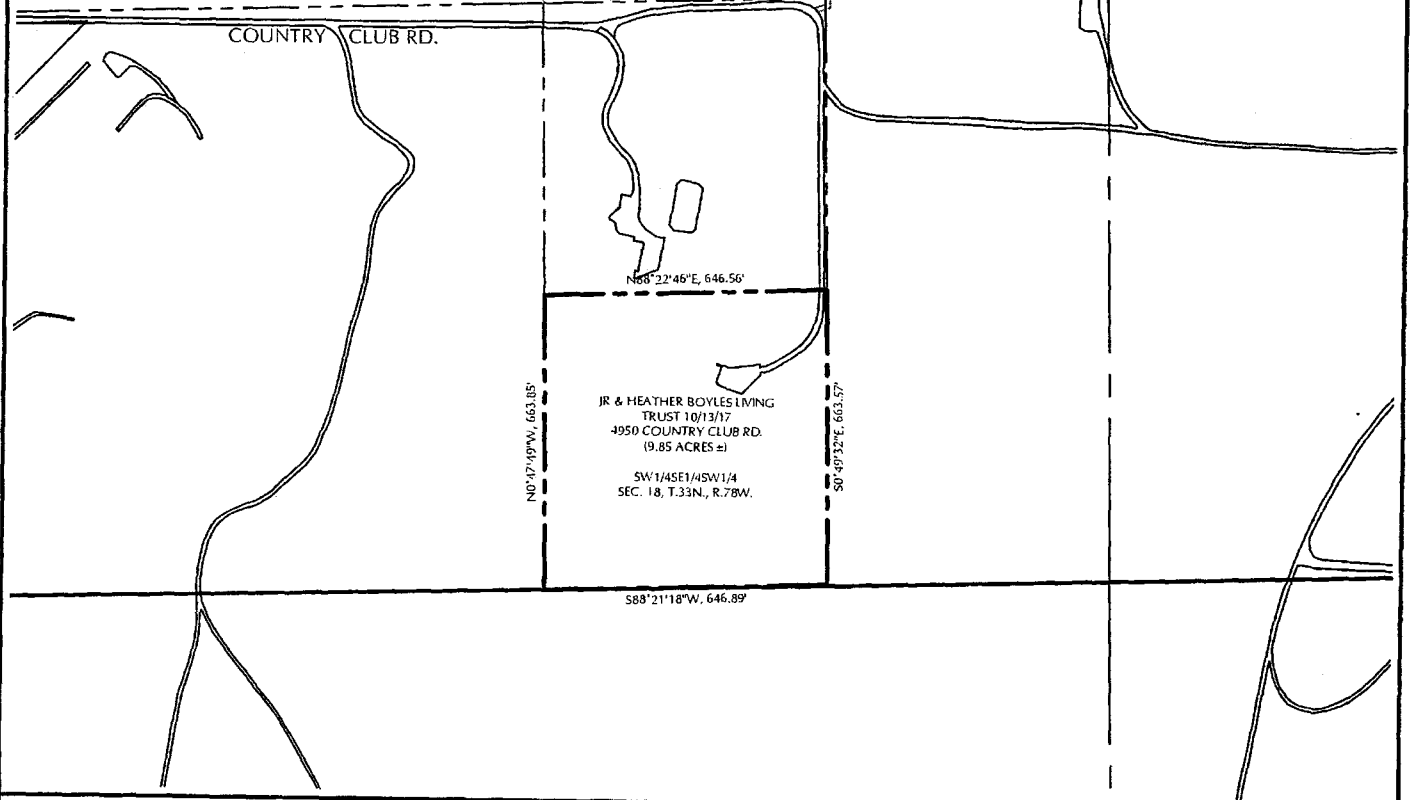
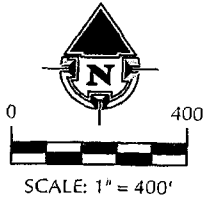
My commission expires: 1/20/2023



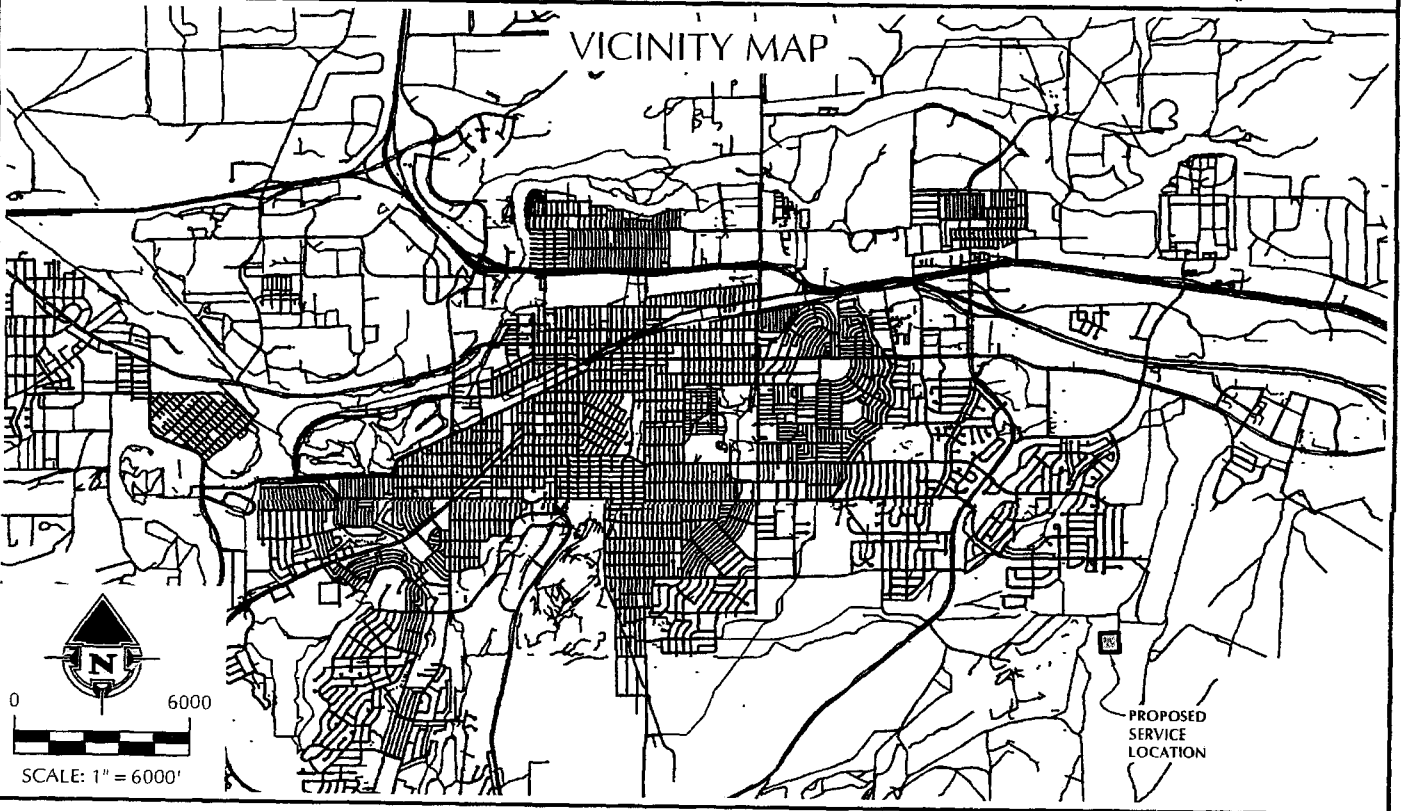




# EXHIBIT "A" LOCATION MAP



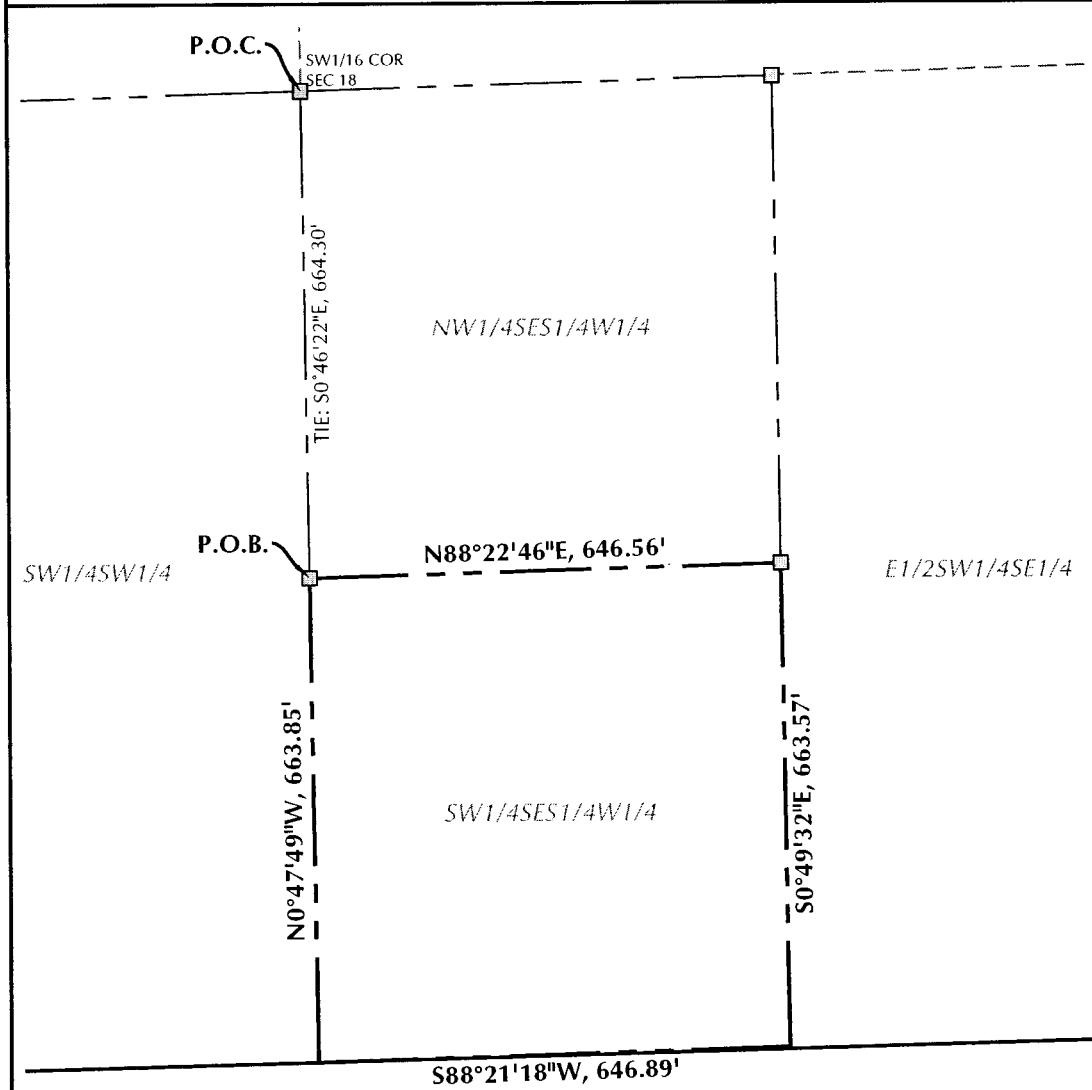
# VICINITY MAP



**DESCRIPTION**

A Parcel of land located in and being the parcel of land described in Instrument No. 1038040, recorded in the Office of the Natrona County Clerk, Natrona County, Wyoming, and situated in the SW1/4SE1/4SW1/4, Section 18, Township 33 North, Range 78 West of the 6th Principal Meridian, Natrona County, Wyoming, being more particularly described by metes and bounds as follows:

Commencing at an aluminum cap at the southwest 1/16 corner of said Section 18, thence S0°46'22"E, 664.30 feet along the west line of said SW1/4SE1/4 to a found aluminum cap being the Point of Beginning; thence along the north line of the Parcel being described, N88°22'46"E, 646.56 feet to a found aluminum cap; thence along the east line of said Parcel, S0°49'32"E, 663.57 feet; thence along the south line of said Parcel, S88°21'18"W, 646.89 feet; thence along the west line of said SW1/4SE1/4 and of said Parcel, N0°47'49"W, 663.85 feet to the Point of Beginning, and containing 9.85 acres.



**LEGEND**

□ RECOVERED ALUMINUM CAP

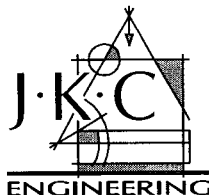
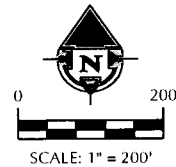
|                              |
|------------------------------|
| WO#: 19-40                   |
| DATE: 10/3/2019              |
| PREPARED FOR: CITY OF CASPER |
| DRAWN BY: S. STEWART         |

**EXHIBIT A**

A PARCEL OF LAND LOCATED IN AND BEING THE SW1/4SE1/4SW1/4, SECTION 18, TOWNSHIP 33 NORTH, RANGE 78 WEST OF THE 6th P.M., NATRONA COUNTY, WYOMING

**NOTES:**

1. BASIS OF BEARING: STATE PLANE COORDINATE SYSTEM; WY-EC NAD83
2. DISTANCES: U.S. SURVEY FOOT



ENGINEERING • SURVEYING • GIS MAPPING  
 CONSTRUCTION MANAGEMENT  
 111 W. 2nd St., Ste 420 • Casper, Wyoming 82601  
 Ph: 307-265-4601 • Fax: 307-265-4672

Exhibit "B"

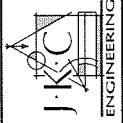


S:\V\2019\19-40\DWG\DESIGN\19-40\_DESIGN.dwg SAVED: 10/22/20 PRINTED: 10/22/20 BY: SHANNON

| REVISION TABLE |      | DESCRIPTION |
|----------------|------|-------------|
| NUMBER         | DATE | DESCRIPTION |
|                |      |             |
|                |      |             |

DESIGN DRAWINGS  
**4950 E. COUNTRY CLUB ROAD**  
 CITY OF CASPER, WYOMING

DATE: 10/22/2020  
 PROJECT #: 19-40  
 DRAWN BY: SAS  
 SHEET TITLE:  
**SITE PLAN**  
 SHEET NUMBER  
**C1.1**



ENGINEERING • SURVEYING • GIS MAPPING  
 CONSTRUCTION MANAGEMENT  
 1111 W. 2nd St., Ste. 420 • Casper, Wyoming 82601  
 Ph: 307.265.4601 • Fax: 307.265.4672

COMMITMENT TO ANNEX TO THE CITY OF CASPER, WYOMING  
(Individual Form)

MIN: 100015701001234875 SIS: 888.679.6377

We, J.R. Boyles and Heather L. Boyles, Trustees of the J.R. and Heather Boyles Living Trust dated October 13, 2017. Mortgage Electronic Registration Systems, Inc. with the address of P.O. Box 2026 Flint, MI 48501-2026, as nominee for Bank of America, N.A. and its successors and assigns (as Mortgagee), respectively

the owner(s) and mortgagee of the following described real estate located in Natrona County, to-wit:

**4950 EAST COUNTRY CLUB ROAD  
CASPER, WYOMING, NATRONA COUNTY  
PROPERTY AS DESCRIBED IN EXHIBIT "A" (attached hereto and made a part of this agreement)**

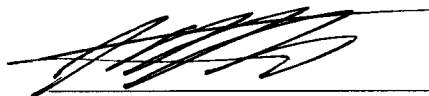
for valuable consideration, the receipt of which is hereby acknowledged, agree and commit to the annexation of the above-described property to the City of Casper, Wyoming at the request of the Casper City Council or on a property owner's petition. The undersigned further waive any statutory or other right to protest any such annexation.

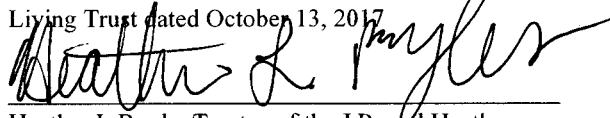
This commitment to annex shall run with and bind the above described real property, and shall be included in every sale, conveyance or mortgage involving the above-described property. This commitment to annex shall be binding upon the Owner(s) and mortgagee, and their heirs, successors, and assigns forever.

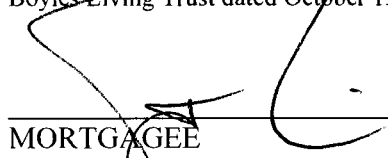
4/5/2021  
Date

4/5/2021  
Date

4/1/2021  
Date

  
\_\_\_\_\_  
J.R. Boyles, Trustee of the J.R. and Heather Boyles Living Trust dated October 13, 2017

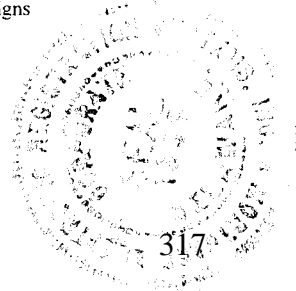
  
\_\_\_\_\_  
Heather L. Boyle, Trustee of the J.R. and Heather Boyles Living Trust dated October 13, 2017

  
\_\_\_\_\_  
MORTGAGEE

By: Mortgage Electronic Registration Systems, Inc., as nominee for Bank of America, N.A. and its successors and assigns (as Mortgagee)

Name: Scot Kielblock

Title: Vice President



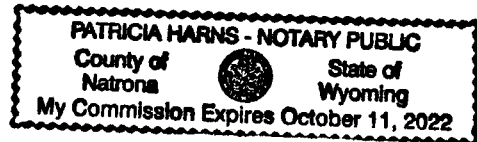
STATE OF WYOMING )  
 ) ss.  
COUNTY OF NATRONA )

This instrument was acknowledged before me this 5<sup>th</sup> day of April, 2021, by J.R. Boyles, Trustee for the J.R. and Heather Boyles Living Trust dated October 13, 2017.

(seal)

Patricia Harns  
NOTARY PUBLIC

My commission expires: October 11, 2022



STATE OF WYOMING )  
 ) ss.  
COUNTY OF NATRONA )

This instrument was acknowledged before me this 5<sup>th</sup> day of April, 2021, by Heather L. Boyles, Trustee for the J.R. and Heather Boyles Living Trust dated October 13, 2017.

(seal)

Patricia Harns  
NOTARY PUBLIC

My commission expires: October 11, 2022



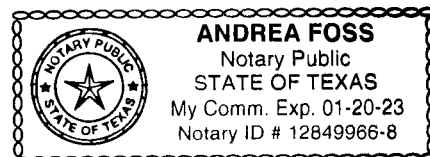
STATE OF TEXAS )  
 ) ss.  
COUNTY OF COLLIN )

This instrument was acknowledged before me this 1 day of April, 2021, by Scot Kielblock, as Vice President of Mortgage Electronic Registration Systems, Inc., a Delaware corporation on behalf of said corporation as nominee for Bank of America, N.A. and its successors and assigns.

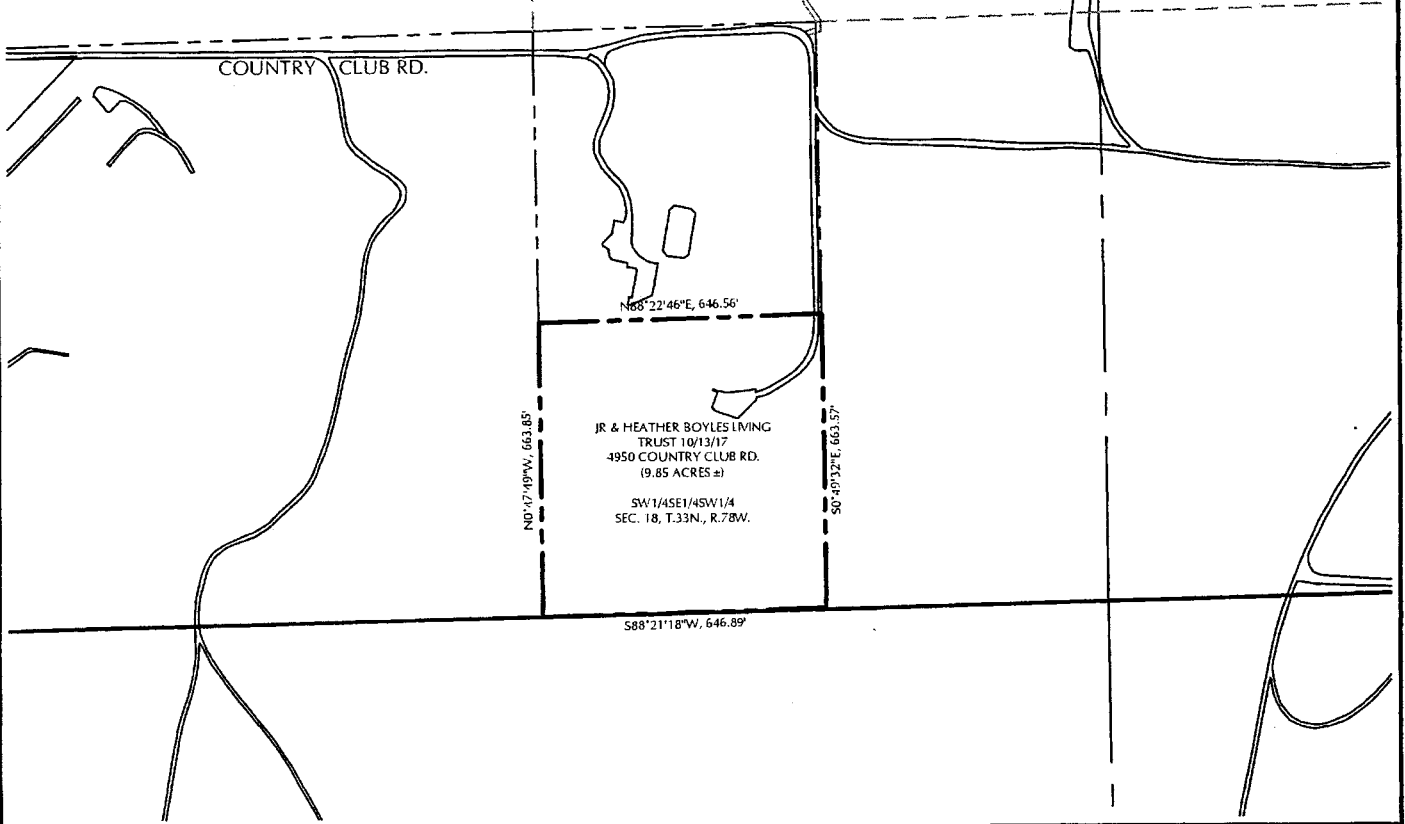
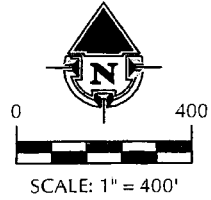
Andrea Foss  
NOTARY PUBLIC

My commission expires: 1/20/2023

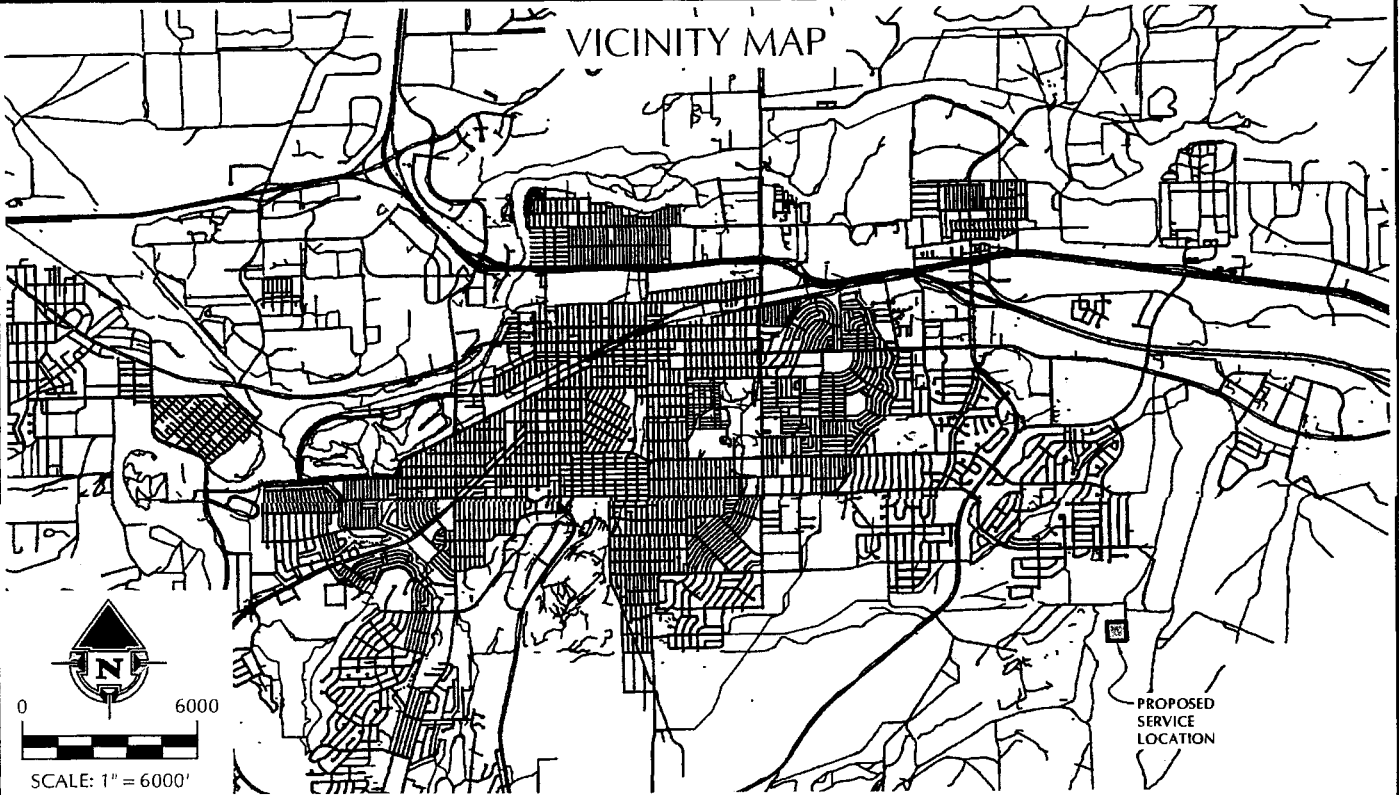
JR & Heather Boyles Living Trust  
Commitment to Annex



# EXHIBIT "A" LOCATION MAP



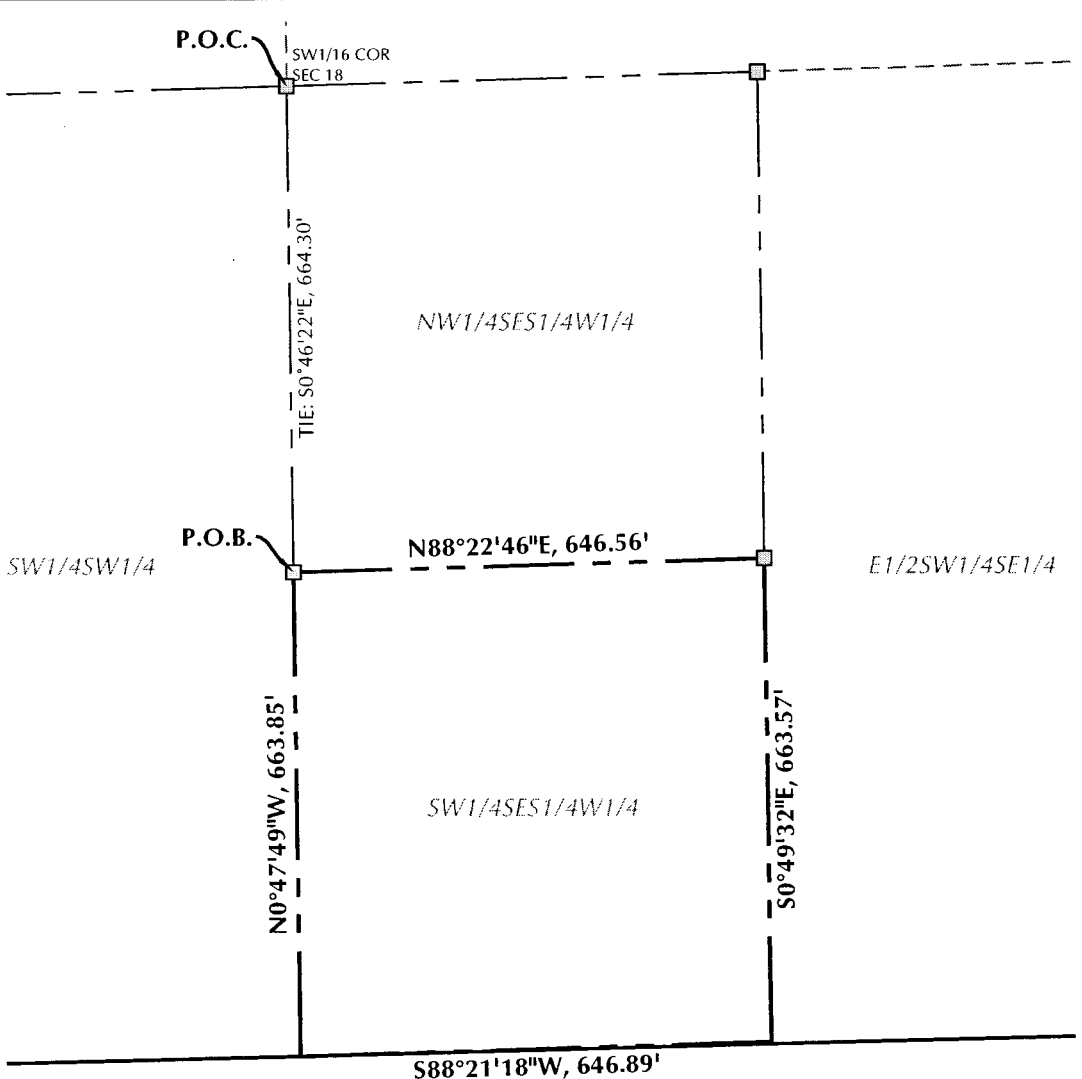
# VICINITY MAP



**DESCRIPTION**

A Parcel of land located in and being the parcel of land described in Instrument No. 1038040, recorded in the Office of the Natrona County Clerk, Natrona County, Wyoming, and situated in the SW1/4SE1/4SW1/4, Section 18, Township 33 North, Range 78 West of the 6th Principal Meridian, Natrona County, Wyoming, being more particularly described by metes and bounds as follows:

Commencing at an aluminum cap at the southwest 1/16 corner of said Section 18, thence S0°46'22"E, 664.30 feet along the west line of said SW1/4SE1/4 to a found aluminum cap being the Point of Beginning; thence along the north line of the Parcel being described, N88°22'46"E, 646.56 feet to a found aluminum cap; thence along the east line of said Parcel, S0°49'32"E, 663.57 feet; thence along the south line of said Parcel, S88°21'18"W, 646.89 feet; thence along the west line of said SW1/4SE1/4 and of said Parcel, N0°47'49"W, 663.85 feet to the Point of Beginning, and containing 9.85 acres.



**LEGEND**

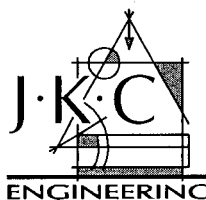
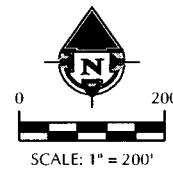
☐ RECOVERED ALUMINUM CAP

WO#: 19-40  
 DATE: 10/3/2019  
 PREPARED FOR: CITY OF CASPER  
 DRAWN BY: S. STEWART

**EXHIBIT A**  
 A PARCEL OF LAND LOCATED IN AND BEING THE SW1/4SE1/4SW1/4, SECTION 18, TOWNSHIP 33 NORTH, RANGE 78 WEST OF THE 6th P.M., NATRONA COUNTY, WYOMING

**NOTES:**

1. BASIS OF BEARING: STATE PLANE COORDINATE SYSTEM; WY-EC NAD83
2. DISTANCES: U.S. SURVEY FOOT



ENGINEERING • SURVEYING • GIS MAPPING  
 CONSTRUCTION MANAGEMENT  
 111 W. 2nd St., Ste 420 • Casper, Wyoming 82601  
 Ph: 307-265-4601 • Fax: 307-265-4672



RESOLUTION NO. 21-53

A RESOLUTION AUTHORIZING A CONTRACT FOR  
OUTSIDE-CITY SEWER SERVICE WITH THE JR &  
HEATHER BOYLES LIVING TRUST

WHEREAS, The JR & Heather Boyles Living Trust has requested outside-City sewer service from the City of Casper for a tract of property with an address of 4950 East Country Club Road, Casper, Wyoming 82609; and,

WHEREAS, a contract for providing such sewer 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 Sewer Service with the JR & Heather Boyles Living Trust, 4950 East Country Club Road, Casper, Wyoming 82609.

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2021.

APPROVED AS TO FORM:

  
\_\_\_\_\_


ATTEST:


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

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

April 13, 2021

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 and Sewer Service with  
Jacob Carson and Sadie Carson

Meeting Type & Date  
Regular Council Meeting  
April 20, 2021

Action type  
Resolution

Recommendation  
That Council, by resolution, authorize a Contract for Outside-City Water and Sewer Service with Jacob Carson and Sadie Carson.

Summary  
This contract provides Outside-City water and sewer service for Tract 8 of the South Garden Creek Acres No. 4 Addition. This parcel of land is located south of the City on the south extension of Valley Road on the west side of Garden Creek. The City owns, operates, and maintains the water and sewer mains in South Valley Road to which the Carson's would connect.

This property is not contiguous to the Casper City limits and a Commitment to Annex will be signed as it is within Casper's growth boundary. The Public Utilities Advisory Board conceptually approved the contract at its March 24, 2021 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 AND SEWER SERVICE

THIS AGREEMENT is made, dated, and signed this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between the City of Casper, Wyoming, a municipal corporation, 200 North David Street, Casper, Wyoming 82601, hereinafter referred to as "City", and Jacob Carson and Sadie Carson, 3601 Hawthorne Ave, 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 Tract 8 of the South Garden Creek Acres No. 4 Addition, being located in the SE1/4NW1/4 Section 29, Township 33 North, Range 79 West of the 6th P.M., in Natrona County, Wyoming, which is not within the corporate limits of the City of Casper; and,
- B. Owner desires to obtain water and sewer service from City for such property as described in Exhibit "A"; and,
- C. Owner can connect by a service line into the 12-inch City owned water main located in South Valley Road and an 8-inch City owned sewer main also located in South Valley Road; and,
- D. Owner and City have agreed to such outside-city water and sewer service under the terms and conditions of this Agreement.

NOW THEREFORE, it is hereby agreed among the parties as follows:

#### 1. Service

- a. A manhole shall be installed at the south end of the existing 8-inch sewer main stubout in South Valley Road as shown in Exhibit "B", attached hereto and made a part of this agreement. The City shall provide materials for the manhole installation. The Owner shall be responsible for the installation costs.
- b. The Owner shall install the manhole in accordance with plans and specifications to be prepared by the City.
- c. All sewer system improvements shall be designed and inspected by a Wyoming registered Professional Engineer, who shall certify that the sewer improvements have been constructed in accordance with the approved plans and specifications. The certification by the engineer is required to be in writing.
- d. Any required sewer line easements or rights-of-way, in forms acceptable to the City and mortgagee, 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 the sewer main. Minimum twenty (20) foot wide easement widths shall be provided.

- e. The Owner shall protect manhole covers and rings from damage in the course of constructing the sewer lines, and shall be solely responsible for repair or replacement to the City's satisfaction.
- f. 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.
- g. Owner shall be allotted one (1) water and one (1) sewer service connection and meter to the property shown on Exhibit "A." No other properties may be served from this connection.
- h. The City will install, at the Owners sole cost, water and sewer service taps to connect to the existing water and sewer mains at the request of the Owners, in accordance with the then-prevailing costs and procedures, and in accordance with the then-existing City standards and specifications.
- i. The water service line curb box shall be installed on the west side of South Valley Road within the ROW. A meter pit and water meter shall be installed by Owner immediately downstream of the curb box.
- j. The City shall own, operate, and maintain the individual 1-inch service line to the curb stop. The Owner shall install, own, operate, and maintain the meter pit and the water service line beyond the curb stop.
- k. The Owner shall construct, at Owners sole cost, the necessary sewer service line and pressure sewer line from the Owners property to the South Valley Road sewer main. A grinder pump shall be used by the Owner at the Owners house.
- l. The Owner shall install, own, operate, and maintain the sewer service line, pressure sewer, and grinder pump from the Owners property to its connection with the sewer main in South Valley Road.
- m. The Owner shall be responsible for obtaining easements from other property owners for their water and/or sewer service lines as needed at its sole cost and expense.

2. Right of Inspection

- a. The City shall have the right to inspect all water and sewer system construction. All water and sewer system construction must meet City requirements. Before connection of the 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 within an easement or right-of-way.
- b. The Owner will pay to the City the then-current outside-City system investment charge for each connection to be served with water and sewer. 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 and sewer service provided by the City.
- c. The charge for water and sewer 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 and sewer 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 and sewer 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 a 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 date of this Agreement to complete the water and sewer service line construction and necessary improvements as set forth herein. 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 (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 South Valley Road 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.

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 as 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             | City of Casper                 |
| Jacob and Sadie Carson | Attn: Public Services Director |
| 3601 Hawthorne Ave     | 200 North David                |
| Casper, Wyoming 82604  | Casper, WY 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

OWNER:

Jacob Carson  
Jacob Carson

OWNER:

Sadie Carson  
Sadie Carson

The undersigned mortgagee for Jacob and Sadie Carson hereby agrees to, consents, and ratifies this agreement.

\_\_\_\_\_  
Date

N/A  
MORTGAGEE

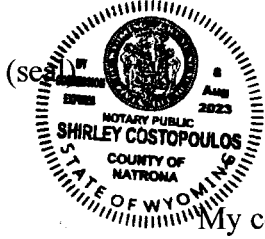
By: \_\_\_\_\_

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

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

STATE OF WYOMING )  
 ) ss.  
COUNTY OF NATRONA )

This instrument was acknowledged before me this 14 day of April, 2021,  
by Jacob Carson.

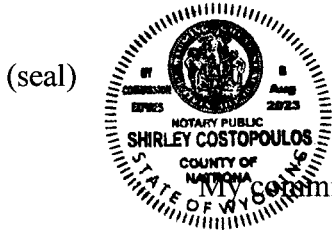


Shirley Costopoulos  
NOTARY PUBLIC

My commission expires: Aug 8 2023

STATE OF WYOMING )  
 ) ss.  
COUNTY OF NATRONA )

This instrument was acknowledged before me this 14 day of April, 2021,  
by Sadie Carson.



Sadie Costopoulos  
NOTARY PUBLIC

My commission expires: Aug 8 2023

STATE OF WYOMING )  
 ) ss.  
COUNTY OF NATRONA )

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by  
\_\_\_\_\_ as the \_\_\_\_\_  
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 \_\_\_\_\_, 2021,  
by Steven K. Freel as Mayor of City of Casper, Wyoming, a Wyoming municipal corporation.

(seal)

\_\_\_\_\_  
NOTARY PUBLIC

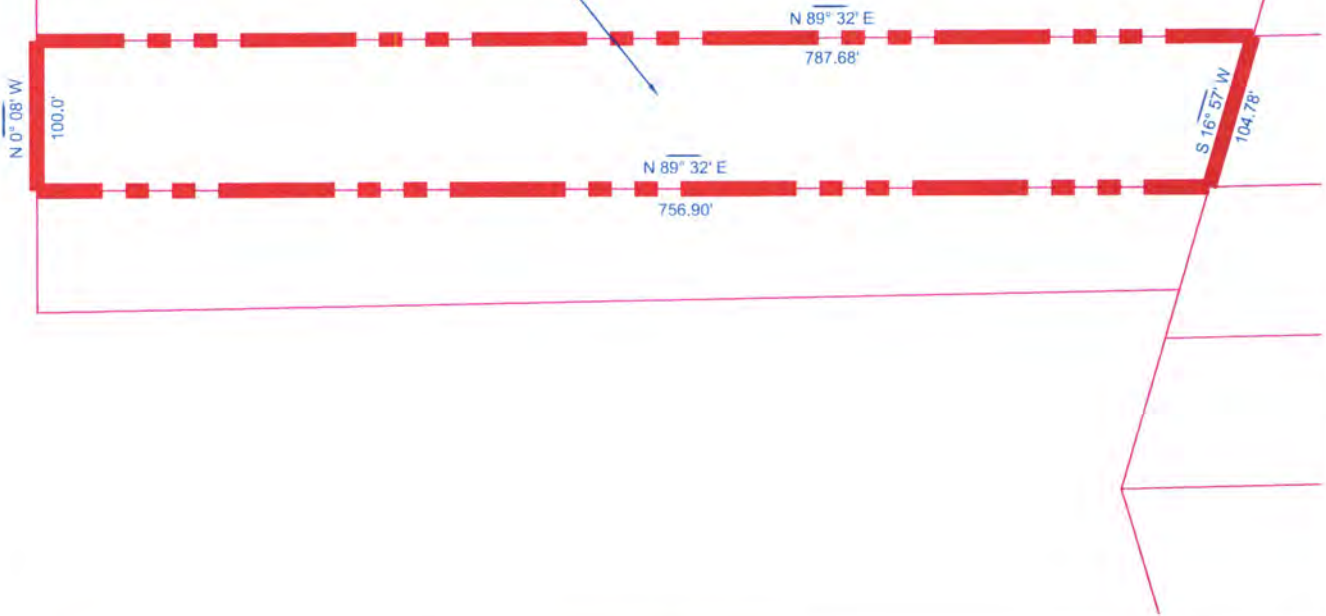
My commission expires: \_\_\_\_\_



# LOCATION MAP EXHIBIT "A"

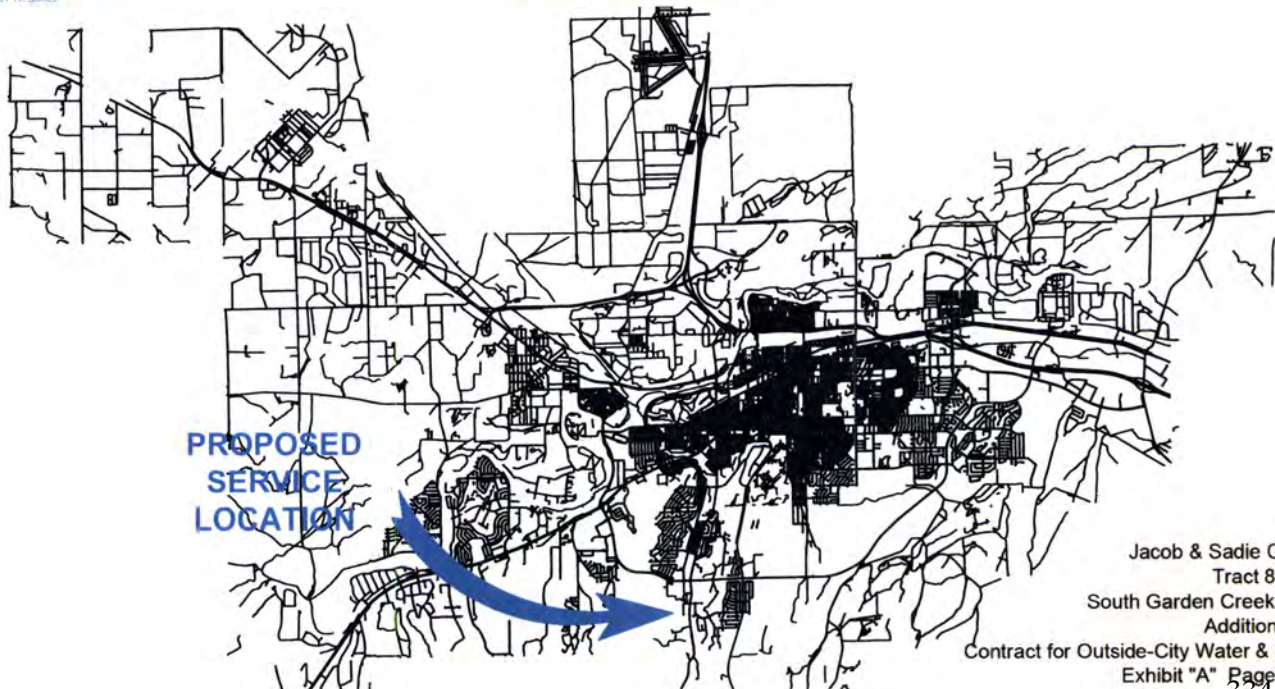
VICINITY MAP  
NOT TO SCALE

JACOB & SADIE CARSON  
SOUTH GARDEN CREEK ACRES #4  
TRACT 8, 1.77 ACRES  
PART OF THE SE  $\frac{1}{4}$ , NW  $\frac{1}{4}$ ,  
SECTION 29, T33N R79W  
OF THE 6TH PRINCIPAL MERIDIAN  
NATRONA COUNTY, WYOMING



# VICINITY MAP

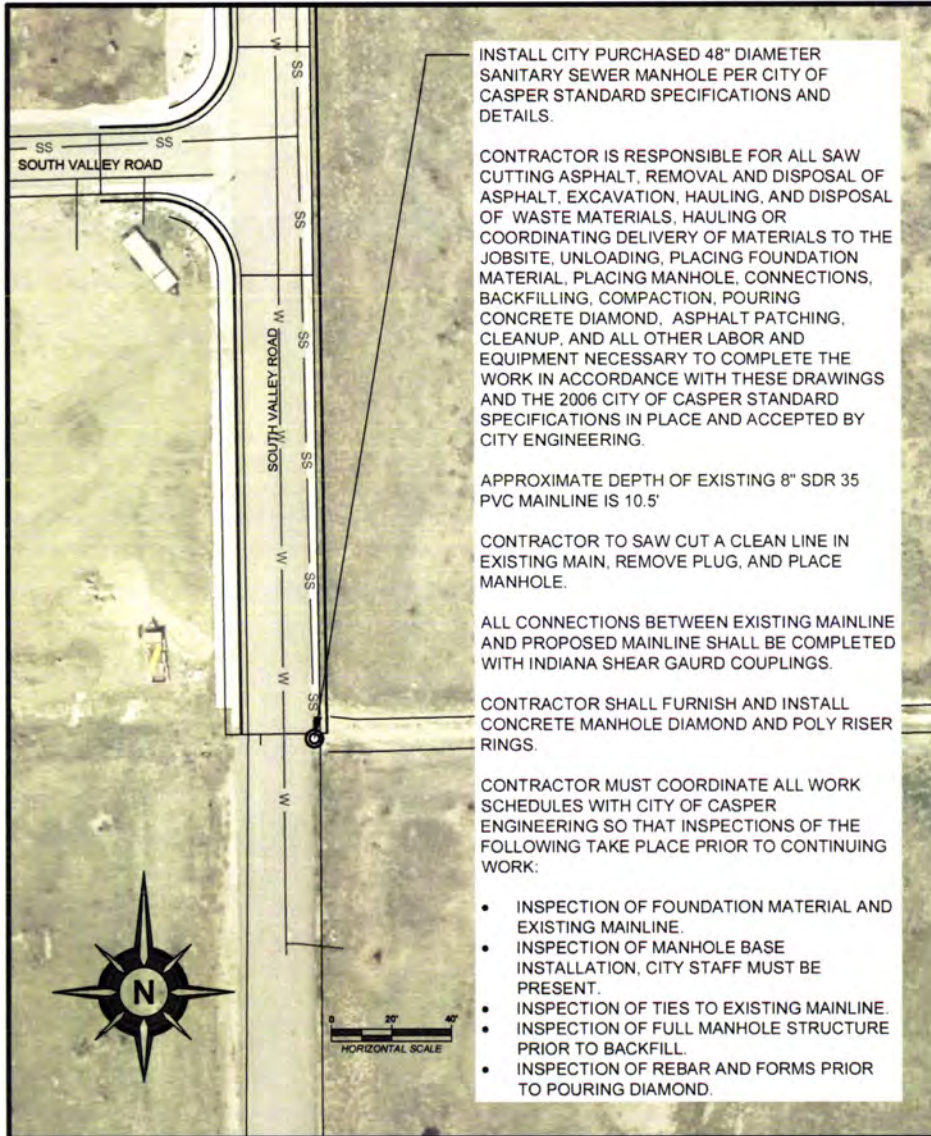
VICINITY MAP  
NOT TO SCALE



PROPOSED  
SERVICE  
LOCATION

Jacob & Sadie Carson  
Tract 8 of the  
South Garden Creek Acres  
Addition No. 4  
Contract for Outside-City Water & Sewer  
Exhibit "A" Page 1 of 1  
TZ4348-001 334

EXHIBIT "B"



INSTALL CITY PURCHASED 48" DIAMETER SANITARY SEWER MANHOLE PER CITY OF CASPER STANDARD SPECIFICATIONS AND DETAILS.

CONTRACTOR IS RESPONSIBLE FOR ALL SAW CUTTING ASPHALT, REMOVAL AND DISPOSAL OF ASPHALT, EXCAVATION, HAULING, AND DISPOSAL OF WASTE MATERIALS, HAULING OR COORDINATING DELIVERY OF MATERIALS TO THE JOBSITE, UNLOADING, PLACING FOUNDATION MATERIAL, PLACING MANHOLE, CONNECTIONS, BACKFILLING, COMPACTION, POURING CONCRETE DIAMOND, ASPHALT PATCHING, CLEANUP, AND ALL OTHER LABOR AND EQUIPMENT NECESSARY TO COMPLETE THE WORK IN ACCORDANCE WITH THESE DRAWINGS AND THE 2006 CITY OF CASPER STANDARD SPECIFICATIONS IN PLACE AND ACCEPTED BY CITY ENGINEERING.

APPROXIMATE DEPTH OF EXISTING 8" SDR 35 PVC MAINLINE IS 10.5'

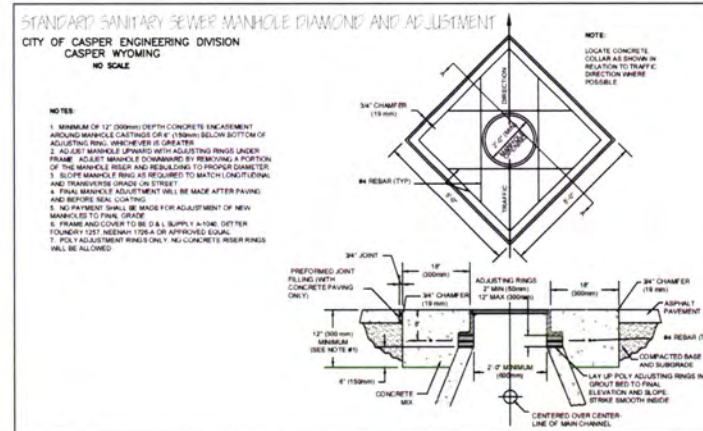
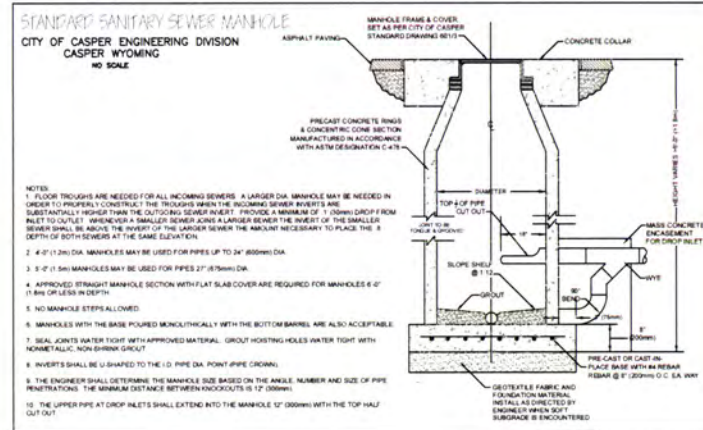
CONTRACTOR TO SAW CUT A CLEAN LINE IN EXISTING MAIN, REMOVE PLUG, AND PLACE MANHOLE.

ALL CONNECTIONS BETWEEN EXISTING MAINLINE AND PROPOSED MAINLINE SHALL BE COMPLETED WITH INDIANA SHEAR GAIRD COUPLINGS.

CONTRACTOR SHALL FURNISH AND INSTALL CONCRETE MANHOLE DIAMOND AND POLY RISER RINGS.

CONTRACTOR MUST COORDINATE ALL WORK SCHEDULES WITH CITY OF CASPER ENGINEERING SO THAT INSPECTIONS OF THE FOLLOWING TAKE PLACE PRIOR TO CONTINUING WORK:

- INSPECTION OF FOUNDATION MATERIAL AND EXISTING MAINLINE.
- INSPECTION OF MANHOLE BASE INSTALLATION, CITY STAFF MUST BE PRESENT.
- INSPECTION OF TIES TO EXISTING MAINLINE.
- INSPECTION OF FULL MANHOLE STRUCTURE PRIOR TO BACKFILL.
- INSPECTION OF REBAR AND FORMS PRIOR TO POURING DIAMOND.



Jacob & Sadie Carson  
Tract 8 of the South Garden Creek Acres Addition No. 4  
Contract for Outside-City Water & Sewer  
Exhibit "B" Page 1 of 1

|   |  |
|---|--|
| <b>CITY OF CASPER ENGINEERING</b><br>200 N. DAVID STREET<br>CASPER, WYOMING 82601 | APPROVED BY: <u>BL</u><br>DATE: <u>3/31/21</u> |
|   | CHECKED BY: <u>KJ</u><br>DATE: <u>3/31/21</u>  |
|   | DRAWN BY: <u>EY</u><br>DATE: <u>3/31/21</u>    |

REVISIONS

|  |  |
|--|--|
|  |  |
|  |  |
|  |  |

VALLEY ROAD MANHOLE  
INSTALLATION

SHEET 1 OF 1

**COMMITMENT TO ANNEX TO THE CITY OF CASPER, WYOMING**  
(Individual Form)

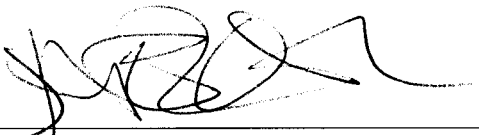
We, **Jacob Carson and Sadie Carson**, respectively the owner(s) and mortgagee of the following described real estate located in Natrona County, to-wit:

**JACOB CARSON AND SADIE CARSON  
TRACT 8 OF THE SOUTH GARDEN CREEK ACRES NO.4 ADDITION  
CASPER, WYOMING, NATRONA COUNTY  
PROPERTY AS DESCRIBED IN EXHIBIT "A" (attached hereto and made  
a part of this agreement)**

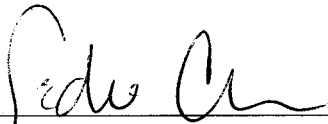
for valuable consideration, the receipt of which is hereby acknowledged, agree and commit to the annexation of the above-described property to the City of Casper, Wyoming at the request of the Casper City Council or on a property owner's petition. The undersigned further waive any statutory or other 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.

4/14/21  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Jacob Carson  
Owner

4/14/21  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Sadie Carson  
Owner

\_\_\_\_\_  
Date

N/A  
\_\_\_\_\_  
MORTGAGEE

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

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

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



STATE OF WYOMING )  
 ) ss.  
COUNTY OF NATRONA )

This instrument was acknowledged before me this 14 day of April, 2021,  
by Jacob Carson as Owner.

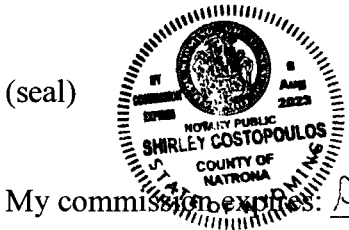


Shirley Costopoulos  
NOTARY PUBLIC

My commission expires: Aug 8, 2023

STATE OF WYOMING )  
 ) ss.  
COUNTY OF NATRONA )

This instrument was acknowledged before me this 14 day of April, 2021,  
by Sadie Carson as Owner.



Shirley Costopoulos  
NOTARY PUBLIC

My commission expires: Aug 8, 2023

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021,  
by \_\_\_\_\_, as \_\_\_\_\_ of  
\_\_\_\_\_, MORTGAGEE.

(seal)

\_\_\_\_\_  
NOTARY PUBLIC

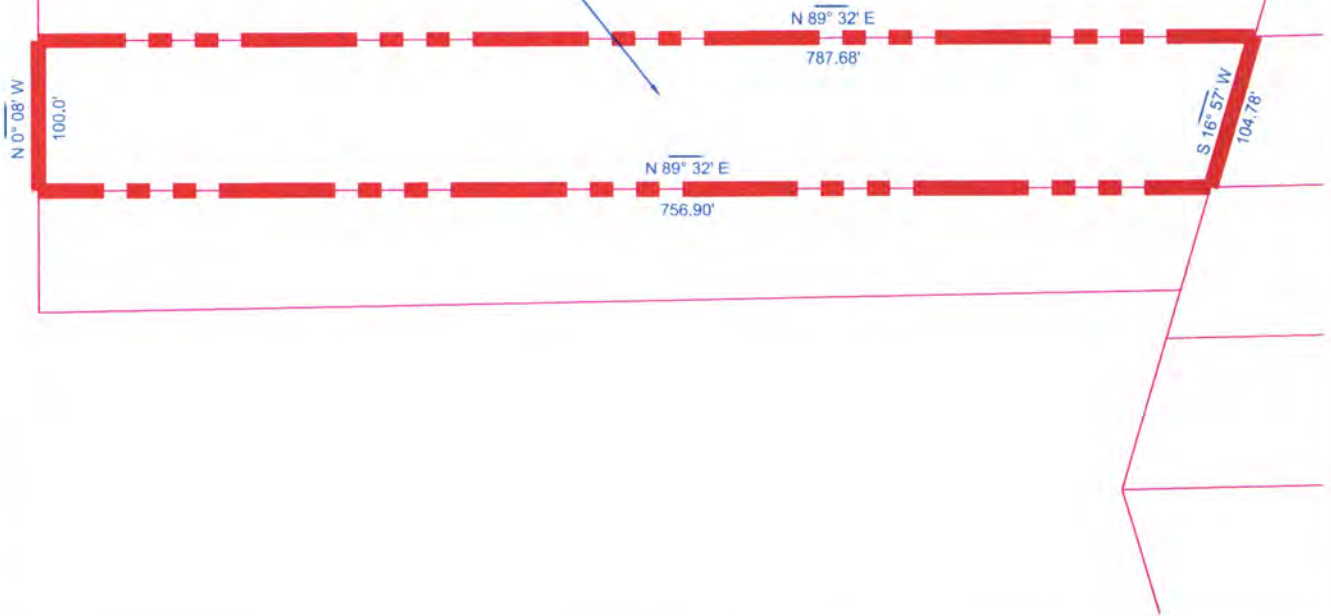
My commission expires: \_\_\_\_\_



# LOCATION MAP EXHIBIT "A"

VICINITY MAP  
NOT TO SCALE

JACOB & SADIE CARSON  
SOUTH GARDEN CREEK ACRES #4  
TRACT 8, 1.77 ACRES  
PART OF THE SE  $\frac{1}{4}$ , NW  $\frac{1}{4}$ ,  
SECTION 29, T33N R79W  
OF THE 6TH PRINCIPAL MERIDIAN  
NATRONA COUNTY, WYOMING



# VICINITY MAP

VICINITY MAP  
NOT TO SCALE



Jacob & Sadie Carson  
Tract 8 of the  
South Garden Creek Acres  
Addition No. 4  
Commitment to Annex  
Exhibit "A" Page 1 of 1  
1240-09-021 338

RESOLUTION NO. 21-54

A RESOLUTION AUTHORIZING A CONTRACT FOR  
OUTSIDE-CITY WATER AND SEWER SERVICE WITH  
JACOB CARSON AND SADIE CARSON.

WHEREAS, Jacob Carson and Sadie Carson have requested outside-City water and sewer service from the City of Casper for Tract 8 of the South Garden Creek Acres No. 4 Addition, Casper, Wyoming 82604; and,

WHEREAS, a contract for providing such water and sewer 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 and Sewer Service with Jacob Carson and Sadie Carson, 3601 Hawthorne Ave, Casper, Wyoming 82604.

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2021.

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

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

April 5, 2021

MEMO TO: J. Carter Napier, City Manager *JCN*  
FROM: Tracey Belser, Support Services Director  
Zulima Lopez, Risk Manager  
SUBJECT: Authorize the Approval of the Wyoming Association of Risk Management  
(WARM) Revised Joint Powers Agreement

**Meeting Type & Date**

Regular Council Meeting  
April 20, 2021

**Action type**

Resolution

**Recommendation**

That Council, by resolution, authorize the approval of the Wyoming Association of Risk Management (WARM) revised Joint Powers Agreement.

**Summary**

The City of Casper is a member entity with the Wyoming Association of Risk Management (WARM) and covered with the Property Insurance Pool. WARM is a not-for profit entity that provides insurance coverage to local cities, towns, and special districts within the State of Wyoming. The Joint Powers Agreement (JPA) for the WARM Property Insurance Pool was recently revised. The reason for the revision is to add the assessment of liquidated damages for members who do not honor the existing twelve (12) month notice requirement for intent to withdraw from the Pool.

In 2016, WARM revised the notice requirements to withdraw from the Property Pool. Failure to provide a timely notice of withdrawal impacts the ability to purchase adequate coverage for all members of the Pool as well as the other members' contribution assessments. Therefore, implementing the notice requirement provided additional stability to the pool and its members. However, the revision did not include a specific consequence for failing to adhere to the notice requirement.

In June 2020, after WARM and all its member entities had finalized and approved their annual budgets for the upcoming fiscal year, a member of the Property Pool withdrew with no notice, and refused to pay their assessment for the year. This withdrawal and refusal to pay their contribution left WARM underfunded for their budget. The options to achieve solvency were to use pool reserves or to assess an additional member contribution of remaining members to cover the budget shortfall. The liquidated damages clause is now being added to the Joint Powers Agreement to reduce the risk of a similar no-notice withdrawal situation and the subsequent budget challenges it creates.

Each member entity with WARM must have the revised JPA approved by its governing body. The JPA will then be submitted to the State Attorney General's Office for final approval.

**Financial Considerations**

No financial considerations.

**Oversight/Project Responsibility**

Zulima Lopez, Risk Manager

**Attachments**

Resolution

Amended Joint Powers Board Agreement

**AMENDED AND RESTATED JOINT POWERS AGREEMENT**  
**OF**  
**WYOMING ASSOCIATION OF RISK**  
**MANAGEMENT PROPERTY INSURANCE**

THIS AMENDED AND RESTATED JOINT POWERS AGREEMENT (the “Agreement”) is made and entered as of the \_\_\_ day of \_\_\_\_\_ 2021, by and among the participating entities set forth on Exhibit A attached hereto and incorporated herein by reference, as may be amended from time to time in accordance with the Wyoming Joint Powers Act , W.S. §§ 16-1-101 *et seq.*

R E C I T A L S

W I T N E S S E T H

WHEREAS, W. S. § 16-1-101 and 16-1-104(a), as amended, provide:

Any power, privilege or authority exercised or capable of being exercised by an agency may be exercised and enjoyed jointly with any other agency having a similar power, privilege or authority. No cost shall be incurred, debt accrued, nor money expended by any contracting party which will be in excess of limits prescribed by law. Under W.S. § 16-1-101 *et seq.* "agency" is defined as "Wyoming counties, municipal corporations, school districts, community college districts or special districts.”

WHEREAS, pursuant to the laws of the State of Wyoming, the Member Entities (as defined herein) are each granted certain powers, privileges and authorities which are similar to the powers, privileges and authorities granted to other similar agencies; and

WHEREAS, the Member Entities desire to protect themselves from risk of property, casualty, or other loss by jointly purchasing property, casualty, boiler, inland marine and excess insurance or by participating in other risk financing mechanisms for the financial benefit and protection of the Member Entities; and

WHEREAS, the Member Entities desire to make the program available to other interested local governments; and

WHEREAS, certain local governments entered into a Joint Powers Agreement on the 23<sup>rd</sup> day of October, 1995 (the “Original Joint Powers Agreement”) forming the Wyoming Association of Risk Management Property Insurance Joint Powers Board (hereinafter sometimes referred to as the

“Property Insurance Joint Powers Board”); and

WHEREAS, an Amended Joint Powers was entered into by the Property Insurance Joint Powers Board on August 20, 1996, which was approved by the Wyoming Attorney General on January 22, 1997 and filed with the Wyoming Secretary of State on January 22, 1997, which replaced all other prior joint powers agreements; and

WHEREAS, an Amended Joint Powers Agreement was entered into by the Property Insurance Joint Powers Board on December 12, 2002, which was approved by the Wyoming Attorney General on March 17, 2005 and filed with the Wyoming Secretary of State on March 18, 2005, which replaces all other prior joint powers agreements; and

WHEREAS, an Amended Joint Powers Agreement was entered into by the Property Insurance Joint Powers Board on June 24, 2008, which was approved by the Wyoming Attorney General on December 16, 2008 and filed with the Wyoming Secretary of State on December 30, 2008, which replaced all other prior joint powers agreements entered into by the Property Insurance Joint Powers Board; and

WHEREAS, an Amended Joint Powers Agreement was entered into by the Property Insurance Joint Powers Board on the 6<sup>th</sup> day of August, 2015, which was approved by the Wyoming Attorney General on the 30<sup>th</sup> day of June, 2016 and filed with the Wyoming Secretary of State on the 30<sup>th</sup> day of June, 2016, which replaced all other prior joint powers agreements entered into by the Property Insurance Joint Powers Board; and

WHEREAS, this Amended and Restated Joint Powers Agreement was entered into by the Property Insurance Joint Powers Board on the 29<sup>th</sup> day of October, 2020, which was approved by the Wyoming Attorney General on the \_\_\_ day of \_\_\_\_\_, 2021 and filed with the Wyoming Secretary of State on the \_\_\_ day of \_\_\_\_\_, 2021, which replaces all other prior joint powers agreements entered into by the Property Insurance Joint Powers Board; and

WHEREAS, the Member Entities desire to continue to cooperate in the operation of a Property Insurance Joint Powers Board under the Wyoming Joint Powers Act W. S. § 16-1-101 *et seq.* for the purposes stated herein; and

WHEREAS, each Member Entity finds and declares that it is in its own interest and in the public interest of its citizens that it enter into this Agreement.

NOW THEREFORE, in consideration of the premises and of the mutual promises, covenants

and agreements contained herein, it is understood and agreed by and among the parties as follows:

## **SECTION ONE**

### **PURPOSE**

The purpose of this Agreement is to provide an efficient, orderly, economical and feasible method of jointly (a) pooling on a self-insurance basis various risks up to a jointly selected maximum; (b) financing the risk by purchasing insurance coverage or by participating in other risk financing mechanisms to protect itself against the risk of property loss or other loss; (c) creating and maintaining a central loss fund to pay the cost of the self insured portion of losses covered by the program; (d) implementing a risk management incentive program; (e) administering these programs; and (f) any other element deemed necessary for the furtherance of these purposes.

## **SECTION TWO**

### **DEFINITIONS**

As used throughout this Agreement, the following terms shall have the following meanings:

“Annual Meeting” means the first meeting of the fiscal year of the Property Insurance Joint Powers Board for the appointed representative of all Member Entities.

“By-Laws” means the By-Laws of the Property Insurance Joint Powers Board as may be amended from time to time.

“Director” means a member of the Board of Directors of the Property Insurance Joint Powers Board.

“Member Entity” or “Member Entities” means any public entity of the State of Wyoming which initially or later enters into this Joint Powers Agreement by meeting the requirements of this Agreement and the By-Laws and has signed this Agreement or an amendment to this Agreement.

“Pool” means the property insurance purchasing pool of Member Entities under this Agreement, as may be amended from time to time.

“Property Insurance Joint Powers Board” means the Wyoming Association of Risk Management Property Insurance Joint Powers Board established pursuant to Wyoming statutes and this Agreement.



## **SECTION THREE**

### **CREATION, ORGANIZATION, AND COMPOSITION**

- 3.1 There is hereby created, pursuant to W. S. § 16-1-106, the Wyoming Association of Risk Management Property Insurance Joint Powers Board, (hereinafter sometimes referred to as the “Property Insurance Joint Powers Board” or the “Pool”). The Property Insurance Joint Powers Board shall constitute a separate body corporate and politic and legal agency separate and distinct from its political Member Entities. There is established a Board of Directors which shall be the governing body of the Pool and shall serve as trustees and decision makers of the Pool. The Board shall consist of not less than five (5) Directors as required by statute, nor more than nine (9) persons. Initially, there shall be nine (9) Directors. Each Director is entitled to one (1) vote on any item brought before the Board of Directors. The Board of Directors shall be comprised of a duly selected representative from the six (6) member entities of the WARM Liability Pool. The additional three (3) Directors shall be comprised of the membership at large remaining Member Entities of the Property Pool. Each Director shall be either a current employee or elected official of a Member Entity and a qualified elector of a county in which the Property Insurance Joint Powers Board operates. There shall not be more than one (1) Director who is an employee, official or agent of a Member Entity represented on the Board.
- 3.2 The initial appointment of Directors shall be made by mutual agreement of the representatives of the Member Entities who were serving on the Executive Committee of the Property Insurance Joint Powers Board immediately prior to the adoption of this Agreement. The initial Board of Directors shall have staggered terms of one (1), two (2), and three (3) years. Thereafter, members of the Board of Directors shall be elected for three (3) year terms. Directors shall be elected at each Annual Meeting of the Member Entities of the Property Insurance Joint Powers Board in accordance with the By-Laws, as may be amended from time to time. A Director may serve an unlimited number of terms.
- 3.3 Directors may be removed during the period of his or her term by the following means:

- a. the governing body of a Member Entity may remove its appointed or elected Director,
  - b. the Director may voluntarily resign,
  - c. the Board of Directors may remove a Director if he or she fails to have the qualifications required to be a Director,
  - d. a Director may be removed for any reason, with or without cause, by a vote of two-thirds of the remaining Directors at a regular or special meeting of the Board of Directors called for that purpose.
- 3.4 Any vacancy occurring on the Board of Directors for any reason, may be filled by the affirmative vote of a majority of the remaining Directors. If the Directors in office constitute fewer than a quorum of the Board of Directors, they may fill the vacancy by the affirmative vote of a majority of all Directors in office. A Director appointed to fill a vacancy shall be appointed for the unexpired term of the Director's predecessor in office. Any directorship to be filled by reason of an increase in the number of Directors may be filled by election by the Board of Directors for a term of office continuing only until the next election of Directors by the members.
- 3.5 The term of office for newly appointed or elected Directors shall commence immediately following the meeting of the Member Entities or the Board of Directors' meeting at which the new Director was appointed or elected. Each Director shall hold office until (i) that Director's successor is appointed or elected and qualified, or (ii) the earlier death, resignation, removal, or disqualification of the Director.
- 3.6 The Board of Directors shall elect as its officers a Chairman, Vice-Chairman, Secretary and Treasurer. The offices of Secretary and Treasurer may be combined into the office of Secretary/Treasurer.
- 3.7 The Property Insurance Joint Powers Board shall hold the Annual Meeting of its Member Entities during the first quarter of each fiscal year in accordance with the By-Laws, for the purpose of electing Directors and for the purpose of transacting such other business as may properly come before the meeting.
- 3.8 The Property Insurance Joint Powers Board, through its Board of Directors, shall hold regular meetings at least once every three (3) months at the call of the Chairman.

The Board of Directors shall meet following the Annual Meeting of the Member Entities. Meetings of the Board of Directors, the officers of the board or any committees of the board may be held by telephone or by video conference.

- 3.9 Special meetings of the Board of Directors may be held at the call of the Chairman, Executive Director or upon oral or written request of a majority of the Board of Directors. Special meetings must be held within five (5) days after an oral or written request of a majority of the Board of Directors.
- 3.10 Written notice of the date, time, and place of meetings of the Board of Directors shall be given at least ten (10) days prior to a date set for a regular meeting, and at least two (2) days prior to a date set for a special meeting. Such notice shall be given in one of the following manners: personally, e-mail, or telephone facsimile. Such notice shall be given by one of the Officers of the Board of Directors or one of the persons authorized to call Director's meetings. Notice of any Directors' meeting may be waived by any Director before or after the date and time of the meeting. Such waiver must be in writing, must be signed by the Director, and must be delivered to the Property Insurance Joint Powers Board for inclusion in the minutes or filing with the Board's records. The attendance of a Director at a meeting of the Board of Directors shall constitute a waiver of notice of such meeting except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully convened.
- 3.11 A quorum of the Board of Directors consists of a majority of the total number of Directors specified in or fixed in accordance with this Agreement. Except as otherwise required by law or this Agreement, a quorum must be present when a vote is taken. The affirmative vote of a majority of Directors present at the meeting is the act of the Board of Directors.

## **SECTION FOUR**

### **EXPULSION AND ADDITION OF MEMBERS**

- 4.1 Any Member Entity may be expelled from participation in the Pool by a decision of the Board of Directors for the following reasons:

- a. failure to timely pay assessments or contributions to the Pool required hereunder or under the By-Laws,
  - b. noncompliance with the By-Laws,
  - c. noncompliance with the Pool's policies and procedures,
  - d. a determination by the Board of Directors in its sole discretion, or by the insurance company issuing the insurance policy or a determination by any other risk financier that a member entity is a detriment to the Pool and that keeping such Member Entity will raise premiums or contributions for the remaining Member Entities,
  - e. any other reason for expulsion provided in this Agreement or in the By-Laws.
- 4.2 Any Member Entity being considered for expulsion shall be given notice and shall be entitled to a hearing before the Board of Directors. Notice shall be given at least thirty (30) days before the hearing date. A hearing for the expulsion shall be conducted by the Chairman of the Board unless the Chairman is from the Member Entity being considered for expulsion, in which case the Vice-Chairman shall conduct the hearing. A Director from the Member Entity being considered for expulsion shall not participate in the hearing or the decision of the Board of Directors on that issue.
- 4.3 Governmental entities may apply for membership in the Pool at any time throughout the fiscal year pursuant to the application process outlined in the By-Laws. Upon approval of the Board of Directors, the Wyoming governmental entity may be given provisional, temporary membership in the Pool to be effective until such time as an amendment to this Agreement has been signed by each of the Member Entities.

## **SECTION FIVE**

### **DURATION OF THE AGREEMENT**

- 5.1 This Agreement and the Property Insurance Joint Powers Board shall be of perpetual duration. Notwithstanding the foregoing, this Agreement and the Property Insurance Joint Powers Board may be dissolved and terminated by agreement of two-thirds of all the Member Entities; provided, that this Agreement and the Property Insurance

Joint Powers Board created hereunder shall not be dissolved or terminated so long as any outstanding financial obligations of the Pool remain unpaid or adequate provision for the payment thereof has not been made.

## **SECTION SIX**

### **POWERS AND DUTIES OF THE JOINT POWERS BOARD**

- 6.1 The Property Insurance Joint Powers Board may, at its option, hire or contract for the services of an Executive Director, employees, and such other technical, legal, and clerical assistance as necessary, and engage the services of research and consulting agencies within the limits of its authorized and available funds as may be agreed upon from time to time.
- 6.2 The Property Insurance Joint Powers Board shall adopt such policies, By-Laws, and regulations, not inconsistent with this Agreement, the Uniform Municipal Fiscal Procedures Act (W. S. § 16-4-101) and the Wyoming Joint Powers Act (W. S. § 16-1-101 *et seq.*) as it deems necessary to carry out the business of the Pool.
- 6.3 The Property Insurance Joint Powers Board, through either the Board of Directors or through the Executive Director, shall:
  - a. Keep minutes of all meetings at which a quorum is present and where official action is taken as well as maintaining all financial records of the board. Such minutes and records shall be public records, except when otherwise provided by law;
  - b. Fix the time and place of regular meetings as required by statute.
  - c. Cooperate with and solicit the advice, counsel, and recommendations of the governing bodies of the Member Entities.
  - d. Keep the governing bodies of the Member Entities advised as to its progress and periodically make such written or formal reports concerning its activities and finances as may be required by said parties.
- 6.4 The Property Insurance Joint Powers Board, either as a board or through the Board of Directors or the Executive Director, may:
  - a. Sue or be sued in the name of the Property Insurance Joint Powers Board.

- b. Acquire, hold, convey, lease, rent and manage property, real and personal, for the benefit of the Member Entities, either alone or jointly with public or private agencies, institutions, persons, or corporations. The individual Member Entities shall own any property so obtained based upon a proportional share of current property values.
  - c. Enter into agreements with any public or private agency, institution, person, or corporation for the performance of acts or furnishing of services or facilities by or for the Property Insurance Joint Powers Board or the Member Entities as are authorized by law.
  - d. Employ legal counsel and bear the costs of litigation.
  - e. Accept or reject any gift, grant, bequest or devise of money, property, or services.
  - f. Utilize the services of any officer or employee of the Member Entities, with the approval of the governing bodies of said agencies.
  - g. Protect, through the Pool, its own personal and real property against loss.
  - h. Employ such other persons as may be deemed by the Property Insurance Joint Powers Board necessary or convenient in carrying out the purposes of this Agreement.
- 6.5 Additionally, the Property Insurance Joint Powers Board shall have all other powers and duties enumerated in or reasonably implied from the Wyoming Joint Powers Act and the statutes of the State of Wyoming.

## **SECTION SEVEN**

### **FISCAL MATTERS**

- 7.1 The "fiscal year" of the Property Insurance Joint Powers Board is the period from the first day of July of each year to and including the 30th day of June of the following year.
- 7.2 The Property Insurance Joint Powers Board shall approve a proposed annual budget not later than the last day of June proceeding the next fiscal year. The final budget shall be adopted at a public hearing as required by statute.

- 7.3 The Property Insurance Joint Powers Board shall establish such funds and accounts as it considers necessary. The funds and accounts shall be maintained in accordance with Generally Accepted Accounting Principles, the Wyoming Fiscal Procedures Act and other applicable accounting standards or statements. The Property Insurance Joint Powers Board shall maintain such records as it determines necessary to administer its funds. Books and records of the Property Insurance Joint Powers Board shall be open to inspection at all reasonable times by representatives of the Member Entities.
- 7.4 All Property Insurance Joint Powers Board cash monies shall be deposited in a bank or banks selected by the Board of Directors, or the Executive Director with approval of the Board of Directors. Preference shall be given to a federally insured Wyoming bank as the depository, but it is not mandatory. All cash, monies and/or investments held by the board shall be deposited or invested in compliance with state laws for investment of public funds as prescribed in the Wyoming Statutes.
- 7.5 A certified public accountant shall be engaged to prepare a financial audit of the accounts and records of the Property Insurance Joint Powers Board. The minimum requirements of the audit shall be those prescribed under W. S. § 16-4-121 and shall conform to all applicable accounting standards and statements and the audit report shall be filed as a public record with each Member Entity.
- 7.6 The Property Insurance Joint Powers Board shall maintain or cause to be maintained accurate loss records for all risks covered and all claims incurred, paid, and resolved and for such other matters as required or directed to be maintained.

## **SECTION EIGHT**

### **POLICY, BINDER, OR OTHER COVERAGE DOCUMENT ISSUED**

As soon as documents are available, the Property Insurance Joint Powers Board shall issue to each Member Entity a policy, binder, or other coverage document detailing the risk and property coverage provided to the Member Entities through the Pool and its selected insurance company or other risk financier. Coverage begins for each member entity on the date indicated on the binder, policy or other coverage document and expires at the end of the coverage term.

**SECTION NINE**  
**COVERAGE OR OTHER PROTECTION PROVIDED AND COST**  
**ASSESSMENT**

- 9.1 The Pool shall purchase property insurance or otherwise finance the risk for casualty, boiler, electronic data processing (EDP) and inland marine exposures and any other insurance or other risk exposures as the Board of Directors deems appropriate.
- 9.2 Assessments or contributions, by whatever name called, shall be paid by each Member Entity to the Pool within 45 days of receiving an invoice for the same.
- 9.3 Only coverage agreed on by the Property Insurance Joint Powers Board will be financed jointly; all other desired coverage is the responsibility of the Member Entity.
- 9.4 If payment for an assessment or contribution, by whatever name called, is not paid by a Member Entity within the time set forth in Section 9.2 hereof, the Member Entity may be excluded from participation in the Pool as provided in Section Four hereof.

**SECTION TEN**  
**COVENANT OF PARTICIPATION AND WITHDRAWAL**

- 10.1 Any new Member Entity becoming a member of the Pool shall commit to remain a member of the Pool for at least one (1) year and is required to give twelve (12) months written notice of intent to withdraw as a party to this Agreement at the end of the following fiscal year. The twelve-month notice will be measured from the renewal date of July 1st.
- 10.2 All Member Entities covenant with each other and with the Property Insurance Joint Powers Board to remain a member of the Pool and to pay premiums for all coverage offered by the Property Insurance Joint Powers Board. A Member Entity may withdraw as a party to this Agreement at the end of any fiscal year following the initial one-year (1) year commitment upon giving to the Property Insurance Joint Powers Board and the insurance company or other risk financier twelve (12) months prior written notice of its intent to withdraw. The twelve-month notice will be measured from the renewal date of July 1<sup>st</sup>.



- 10.3 The Property Insurance Joint Powers Board has the option to build equity for the Member Entities by increasing deductibles and self-insured retentions “SIR’S” and investing the savings so that the Pool may eventually self insure any or all of a risk or may provide other services as may be decided by the board. Should any Member Entity leave the Pool, any equity it has in the Pool shall remain in the Pool. Equity in the Pool shall be based on Member Entity's percentage of property value in the overall Pool.
- 10.4 Upon withdrawal with twelve (12) months prior written notice of intent to withdraw, or in the event of exclusion from participation in the Pool that Member Entity is prohibited from applying for membership in the Pool for two (2) consecutive years after withdrawal.
- 10.5 **Liquidated Damages.** If a Member Entity breached its obligation to provide twelve months' notice of its intent to withdraw from the pool as provided by the Joint Powers Agreement, that Entity will be assessed and will pay a percentage of the next fiscal year's contribution as liquidated damages as follows:

Notice provided July 1<sup>st</sup> – December 31<sup>st</sup> - 25% of contribution

Notice provided January 1<sup>st</sup> – March 31<sup>st</sup> - 50% of contribution

Notice provided April 1<sup>st</sup> – May 31<sup>st</sup> - 75% of contribution

Notice provided after June 1<sup>st</sup> - 100 % of contribution

The Parties agree that quantifying the Pool's losses from an Entity's breach is inherently difficult to determine and acknowledge that a failure to provide a timely notice of withdrawal impacts the other Member Entity contribution assessments and the ability to purchase adequate coverage for all members of the Pool. The Parties further stipulate that the calculation and imposition of these liquidated damages is not a penalty but is rather a reasonable measure of the damages to the Pool depending on the amount of notice provided by a Member Entity of its intent to withdraw. The liquidated damage assessment and payment is in consideration for damages resulting from lack of written notice of the intent to withdraw as required in section 10.2. It does not provide property coverage for the next fiscal year.

## **SECTION ELEVEN**

### **TERMINATION, DISSOLUTION AND DISTRIBUTION**

- 11.1 The Property Insurance Joint Powers Board shall continue in existence until terminated by mutual agreement; however, the Property Insurance Joint Powers Board and this Agreement shall not be terminated and shall continue in existence until all requirements of all outstanding obligations of the Property Insurance Joint Powers Board or its Member Entities shall have been fully paid and satisfied or provision for such payment shall have been made.
- 11.2 After dissolution of the Pool and satisfaction of all debts and obligations and before termination and dissolution, the Property Insurance Joint Powers Board shall convey all rights, title, and interest of owned property to the Member Entities that are members of the Pool at that time. The property of the Property Insurance Joint Powers Board shall be divided among the then Member Entities based on their percentage of property value in the Pool's total property owned.

## **SECTION TWELVE**

### **COVERAGE DISPUTES AND NEGOTIATION**

- 12.1 Decisions on coverage provided to the Member Entities shall be made by the Board of Directors. On behalf of the Pool, the Board of Directors may, from time to time, negotiate with the selected insurance company or risk financier to change coverages. Decisions may be affected by the insurance company or other risk financier.
- 12.2 Coverage issues or disputes are subject to negotiation with the insurance company or risk financier and such negotiations should be conducted through the Executive Director or the authorized agent or representative, if any. Member Entities shall file complaints regarding coverage, service or loss control through the Executive Director and such referrals shall be handled by Executive Director. Any action such as bad faith litigation and coverage disputes which require legal action will be initiated and handled by the Member Entity through the Board of Directors.

## **SECTION THIRTEEN**

## **CONTRACTUAL OBLIGATION**

- 13.1 This Agreement shall constitute a contract among those Member Entities which become members of the Property Insurance Joint Powers Board. This document shall be submitted to the Wyoming Attorney General's office for approval.
- 13.2 The obligations and responsibilities of the Member Entities set forth herein, including the obligation to take no action inconsistent with the Agreement and By-Laws as written or amended, shall remain a continuing obligation and responsibility of the Member Entity. The terms of this Agreement may be enforced in a court of law by either the Property Insurance Joint Powers Board, its Board of Directors, or by any Member Entity. The consideration for the duties herewith imposed upon the Member Entity to take certain actions and to refrain from certain other actions shall be based upon the mutual promises and agreement of the Member Entities set forth herein.
- 13.3 The contracting parties intend in the creation of the Property Insurance Joint Powers Board to establish an organization for joint risk management with the scope set out herein and have not created between Member Entities any relationship of surety, indemnification, or responsibility for the debts of or claims against any other Member Entity. The parties do not intend by this Agreement to waive any defenses available under the law, including governmental immunity; nor do any of the parties intend to waive any provision of the Wyoming Governmental Claims Act except to the extent that insurance coverage is provided and except to the extent necessary for any party to enforce their respective contractual rights and obligations of this Agreement.

## **SECTION FOURTEEN**

### **AMENDMENTS**

This Agreement may be amended at any time and shall become effective upon: (i) the approval of the amendment by the governing body of each Member Entity; (ii) the submission to and approval by the Wyoming Attorney General; and (iii) the filing of the amendment with the keeper of records of each participating agency, as required by Wyoming Statute § 16-1-105.

## **SECTION FIFTEEN**

**SEVERABILITY**

The terms, provisions and conditions of this Agreement are severable. If any term or provision of this Agreement or its application to any person or circumstance is determined by a Court of proper jurisdiction to be invalid, such invalidity shall be limited to such person, circumstance, term, or provision and shall not affect any other person, circumstance, term, or provision which can be given effect without the invalid provision or application.

THIS AMENDED AND RESTATED JOINT POWERS AGREEMENT is made and duly executed as of the date set forth herein in accordance with the authorization for its execution by the governing bodies of the Member Entities and this amended and restated Joint Powers Agreement replaces all prior Joint Powers Agreements of the Pool.

**ATTORNEY GENERAL’S APPROVAL**

In accordance with Wyo. Stat. §16-1-105(a)(ii), the Wyoming Attorney General has reviewed this Wyoming Association of Risk Management Property Insurance Amended and Restated Joint Powers Agreement and determined that the Agreement is compatible with the laws and constitution of the State of Wyoming. The approval of this Agreement by the Attorney General is limited to the terms and conditions of the Agreement itself, and the approval does not extend to any activities or services contemplated under the Agreement.

APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2021.

---

Attorney General  
State of Wyoming

**Exhibit A**  
**to**  
**Amended and Restated Joint Powers Agreement**  
**of**  
**Wyoming Association of Risk Management Property Insurance**  
**As of October 2020.**

|    |                                    |
|----|------------------------------------|
| 1  | Albany County Fire District #1     |
| 2  | Cheyenne Regional Airport Board    |
| 3  | Cheyenne Board of Public Utilities |
| 4  | City of Casper                     |
| 5  | City of Cheyenne                   |
| 6  | City of Gillette                   |
| 7  | City of Laramie                    |
| 8  | City of Newcastle                  |
| 9  | City of Riverton                   |
| 10 | City of Sheridan                   |
| 11 | County of Albany                   |
| 12 | County of Carbon                   |
| 13 | County of Fremont                  |
| 14 | County of Hot Springs              |
| 15 | County of Johnson                  |
| 16 | County of Laramie                  |
| 17 | County of Lincoln                  |
| 18 | County of Natrona                  |
| 19 | County of Niobrara                 |
| 20 | County of Park                     |
| 21 | County of Sheridan                 |
| 22 | County of Sweetwater               |
| 23 | County of Teton                    |
| 24 | County of Uinta                    |
| 25 | County of Washakie                 |

|    |   |
|----|---|
| 26 | Fremont County Library                    |
| 27 | Glenrock Community Recreation Center      |
| 28 | Glenrock Area Solid Waste District        |
| 29 | Laramie County Weed & Pest District       |
| 30 | Laramie Regional Airport                  |
| 31 | Sweetwater County Solid Waste District #1 |
| 32 | Town of Alpine                            |
| 33 | Town of Evansville                        |
| 34 | Town of Glenrock                          |
| 35 | Town of Jackson                           |
| 36 | Town of Lovell                            |
| 37 | Town of Lusk                              |
| 38 | Town of Midwest                           |
| 39 | Town of Moorcroft                         |
| 40 | Town of Riverside                         |
| 41 | Town of Rolling Hills                     |
| 42 | Town of Saratoga                          |
| 43 | Town of Star Valley Ranch                 |
| 44 | Town of Ten Sleep                         |
| 45 | Wyoming Association of Risk Management    |



WYOMING ASSOCIATION OF RISK MANAGEMENT

PO Box 427, Cheyenne, WY 82003

Tel 307.433.9400

Fax 307.433.9433

This signature page signifies approval by the undersigned Member Entity of the Amended and Restated Joint Powers Agreement for the Wyoming Association of Risk Management Property Insurance Joint Powers Board dated as of October 29, 2020.

Member Name: City of Casper, Wyoming

By: \_\_\_\_\_  
Steven K. Freel, Mayor

ATTEST:

\_\_\_\_\_  
(SEAL) Fleur Tremel, City Clerk

APPROVAL AS TO FORM

I have reviewed the attached *Amended and Restated Joint Power Agreement of Wyoming Association of Risk Management Property Insurance* and approve it as to form on behalf of the City of Casper, Wyoming.

Dated: April 15, 2021.



---

Wallace Trembath III  
Deputy City Attorney



RESOLUTION NO. 21-55

A RESOLUTION ACCEPTING THE REVISED WYOMING ASSOCIATION OF RISK MANAGEMENT (WARM) PROPERTY INSURANCE JOINT POWERS AGREEMENT.

WHEREAS, the City of Casper is a member entity of the WARM Property Insurance Joint Powers Board; and,

WHEREAS, a condition of the Joint Powers Agreement is to provide twelve months for notice of intent to withdraw from the pool; and,

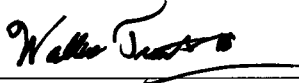
WHEREAS, the withdraw of members without adequate notice may leave WARM underfunded and result in additional assessments to remaining members to cover budget shortfalls; and,

WHEREAS, accepting the revised Joint Powers Agreement will improve the financial stability of the pool and its members by imposing liquidated damages to members who fail to give adequate notice.

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, to accept the revised WARM Property Insurance Joint Powers Agreement.

PASSED, APPROVED, AND ADOPTED on this \_\_\_\_ day of \_\_\_\_\_, 2021.

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

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