

COUNCIL MEETING AGENDA

Casper City Council

City Hall, Council Chambers

Tuesday, August 3, 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.

Entrance to the meetings is the east door off David Street. Face coverings are encouraged for those individuals who have not been fully vaccinated against COVID-19. Public input via email is encouraged: CouncilComments@casperwy.gov.

AGENDA

1. ROLL CALL
2. PLEDGE OF ALLEGIANCE
3. CONSIDERATION OF MINUTES OF THE JULY 20, 2021 REGULAR COUNCIL MEETING, AS PUBLISHED IN THE CASPER STAR-TRIBUNE ON JULY 31, 2021
4. CONSIDERATION OF MINUTES OF THE JULY 20, 2021 EXECUTIVE SESSION – PERSONNEL

5. CONSIDERATION OF MINUTES OF THE JULY 27, 2021 SPECIAL COUNCIL MEETING, AS PUBLISHED IN THE CASPER STAR-TRIBUNE ON AUGUST 1, 2021

6. CONSIDERATION OF MINUTES OF THE JULY 27, 2021 EXECUTIVE SESSION – LAND ACQUISITION

7. CONSIDERATION OF BILLS AND CLAIMS

8. COMMUNICATIONS

A. From Persons Present

9. ESTABLISH DATE OF PUBLIC HEARINGS

A. Consent

1. Establish August 17, 2021, as the Public Hearing Date for Consideration of:

a. Adoption of the **Fiscal Year 2022 Budget Amendment #1**.

b. Transfer of **Retail Liquor License No. 28** from 307 Bar, LLC, d/b/a **307 Bar** Located at 4370 South Poplar Street to Sunrise Center Entertainment, LLC d/b/a **Let it Roll**, Located at 4370 South Poplar Street.

10. PUBLIC HEARINGS

A. Ordinance

1. **Zone Change** of the **Back Nine Addition PUD** (Planned Unit Development) to R-2 (One Unit Residential), R-3 (One to Four Until Residential) and C-2 (General Business).

2. Vacation, Replat and Zone Change Creating the **Trails West Estates No. 5 Addition**.

B. Minute Action

1. Bar and Grill Liquor License for Grace Partners LC dba **Spotlight Lounge**, Located at **128 East 2nd Street**.

2. Bar and Grill Liquor License for Wyoming Downs OTB 12 LLC, d/b/a **Wyoming Downs OTB 12** Located at **1121 Wilkins Circle**.

3. ~~Bar and Grill Liquor License for Mouthful, LLC d/b/a **Mouthful**, Located at **136 East 2nd Street**.~~ (Applicant rescinded their application on August 2, 2021)

Council will hold both public hearings prior to deliberating on whether to issue any of the Bar and Grill Liquor Licenses that the City of Casper has available to issue, and if so to which applicant(s).

11. THIRD READING ORDINANCE

A. Vacation and Replat Creating the **Kensington Heights Addition No. 4 Subdivision**.

1. Communications from Persons Present

B. **Amending Chapter 10.64** – Bicycles, Toy Vehicles, Etc., and Similar Devices (**Scooters**).

1. Communications from Persons Present

12. SECOND READING ORDINANCES

A. Review of Seven Ordinance Adopting the **Various 2021 Editions** of the **International Building Codes**.

1. 2021 International Building Code
2. 2021 International Residential Code
3. 2021 International Mechanical Code
4. 2021 International Plumbing Code
5. 2021 International Fuel Gas Code
6. 2021 International Existing Building Code
7. 2021 International Fire Code

- a. Communications from Persons Present

B. Updating and **Amending Chapter 5.08** of the Casper Municipal Code (**Alcoholic Beverages**).

1. Communications from Persons Present

13. RESOLUTIONS

A. Consent

1. Authorizing a **Lease Agreement** with the **Casper Junior Football League**.
2. Authorizing a Contract for **Outside-City Water Service** with Certain Owners of Land Located in the **Swingle Ranch Tracts** Subdivision Including Lots 6, 7, 8, 9, 10, 11, 12, 23, and 24.
3. Authorizing an Agreement with **Casper Tin Shop** for the **Casper Senior Center Air Conditioning Upgrades**, in the Amount of \$145,474.
4. Authorizing the Acceptance of the **Wyoming Office of Homeland Security Grant**, in the Amount of \$109,000, for the Purchase of Equipment for **Regional Response Team 2**.

13. RESOLUTIONS (continued)

A. Consent

5. Authorizing a Contract for Professional Services with **Recykling Industrial Repairs, Inc.**, in an Amount not to Exceed \$85,337.29, for **Baler Ejection Cylinder Project**.

14. MINUTE ACTION

A. Consent

1. Authorizing the Reappointments of Current Board Members **Ms. Deb Clark and Mr. Cristopher “Crittter” Murray** to the **Downtown Development Authority (DDA) Board of Directors**.

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

16. ADJOURN INTO EXECUTIVE SESSION– W.S.§16-4-405 (a)(i) AND W.S.§16-4-405 (a)(xi) - CONFIDENTIAL BY LAW – ON-GOING INVESTIGATION, LAND ACQUISITION AND LITIGATION

17. ADJOURNMENT

Upcoming Council meetings

Council meetings

6:00 p.m. Tuesday, August 17, 2021– Council Chambers

6:00 p.m. Tuesday, September 7, 2021 – Council Chambers

Work sessions

4:30 p.m. Tuesday, August 10, 2021 – Council Meeting Room

4:30 p.m. Tuesday, August 24, 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
July 20, 2021

1. ROLL CALL

Casper City Council met in regular session at 6:05 p.m., Tuesday, July 20, 2021. Present: Councilmembers Cathey, Engebretsen, Gamroth, Knell, Lutz, Pacheco, Pollock and Mayor Freel. Absent: Councilmember Johnson.

Moved by Vice Mayor Pacheco seconded by Councilmember Pollock, to, by minute action, excuse the absence of Councilmember Johnson. Motion passed.

2. PLEDGE OF ALLEGIANCE

Vice Mayor Pacheco led the audience in the Pledge of Allegiance.

3. MINUTES

Moved by Councilmember Engebretsen, seconded by Councilmember Gamroth, to, by minute action, approve the minutes of the July 6, 2021, regular Council meeting, as published in the Casper-Star Tribune on July 14, 2021. Councilmembers Cathey and Pollock abstained. Motion passed.

4. EXECUTIVE SESSION MINUTES

Moved by Councilmember Engebretsen, seconded by Councilmember Gamroth, to, by minute action, approve the minutes of the July 6, 2021, executive session. Motion passed. Councilmembers Cathey and Pollock abstained.

5. BILLS & CLAIMS

Moved by Councilmember Pollock, seconded by Councilmember Lutz, to, by minute action, approve payment of the July 20, 2021, bills and claims, as audited by City Manager Napier. Motion passed.

Bills & Claims 07/20/21		
307CllsnCntr	Services	1,482.00
71Const	Services	624.66
A&BConst	Services	33,250.00
ACook	Reimb	98.00
AMBI	Services	1,544.73
ABIAttchmnts	Goods	2,475.57
AbrsvMgmt	Services	6,000.00
AccntPkg	Goods	51,776.94
Adecco	Services	236.00
Airgas	Goods	405.21
ArcofNC	Services	4,666.70
Alsco	Services	2,916.65
AmrTech	Services	1,541.96
Amrgs	Goods	463.58

APiSys	Services	2,805.00
ARSFlood	Services	22,687.50
AtlcElec	Services	19,106.49
Atlas	Goods	2,933.98
AceHrdwr	Goods	364.54
BArellano	Reimb	800.00
BHackney	Refund	140.10
BigHrnTire	Goods	1,050.00
BlkHillsEnrgy	Utilities	801.02
BlkmnPrpn	Goods	89.95
BrckMedia	Services	1,000.00
BrntagPac	Goods	191,452.92
Caselle	Services	150.00
CsprEcon	Services	86,605.25
CsprBldg	Services	98,393.34
CsprColl	Services	2,466.00
CsprMnmnts	Services	600.00
CsprSocr	Services	500.00
CsprStrTrb	Services	2,805.56
CsprTire	Services	334.00
CntrlWyoRWS	Services	1,335,984.25
CntrlWyoRsc	Services	7,290.25
CntryLnk	Utilities	1,627.96
CKing	Refund	89.34
CtyCspr	Services	157,006.73
CitySrvcElec	Services	10,088.45
CMITeco	Services	66,027.77
CstlChmcl	Goods	123.55
ClctnCntr	Services	1,069.31
CmpltSftySrvc	Services	1,852.50
CmprsnLsng	Services	1,572.59
CNFR	Sponsorship	19,500.00
Core&Main	Goods	13,145.65
DvdsnFxdInc	Investments	3,931.47
Dell	Goods	2,705.94
DSC	Goods/Services	6.42
DiaVglPaint	Goods	25.77
DPCInd	Goods	14,335.66
EBratvold	Reimb	205.82
E.LandDev	Rental	125,592.00
EcnmeDev	Services	109,336.50
EmergMdcl	Services	899.40
EnrgyLabs	Services	2,858.00
Enviro&Civil	Services	2,757.19
EnvsnElec	Services	1,477.50

FrgsnEnt	Services	8,113.00
FIB	Goods	244.12
FoxFldSrv	Services	3,025.07
GCBldgSply	Services	1,937.88
Galls	Goods	245.58
GEMDS	Services	768.00
GnrtnX	Services	3,758.00
GeosyntcCnslt	Services	919.53
GlblSpctrm	Services	76,242.50
GldrAssc	Services	7,183.77
Grngr	Goods	85.00
GrntPeakPmp	Goods	1,112.84
GrtrWyoBB/BS	Services	9,063.40
GreengEnt	Services	62,250.00
HaassConst	Services	62.50
HamptonLawOfc	Services	9,086.81
HiPlnsConst	Retainage	10,000.00
HitekComm	Services	1,391.00
Hollnd&Hrt	Services	1,505.00
Homax	Goods	30,649.92
HUBIntlMtn	Services	33,997.00
JMunday	Reimb	704.08
JhnsnRstrnt	Services	720.00
KwansClub	Dues	228.00
KnfRvr	Services	173,006.31
KncklDrgrTctics	Services	3,892.50
LFleur	Services	27.60
LwsnProd	Services	900.00
LongBldgTech	Services	4,027.96
MParker	Reimb	108.00
MrcerHouse	Services	6,401.10
MLAuto	Services	65.00
Mot&Flow	Goods	1,570.14
MtnStLitho	Services	1,071.25
MtnStPlstcs	Services	5,802.90
MtnWstTel	Services	49.95
Napa	Goods	97,924.68
NCSO	Services	171,595.52
NewcmTech	Goods	1,200.00
Norco	Goods	1,241.16
OneCall	Services	1,503.00
PMonroe	Refund	225.00
PSCC	Services	377.50
Pedens	Services	710.00
PstlPros	Services	23,283.57

Prntwrks	Goods	245.72
ProClnG	Services	1,395.00
Rexel	Services	1,816.59
Ricoh	Services	448.74
RobrtsnAnschtz	Services	42.50
RckyMtnPwr	Utilities	34,074.83
RogueMchncl	Services	660.00
RootrSwr	Services	504.00
SRaphial	Reimb	58.68
ShrwnWlms	Goods	203.88
SmthPsychl	Services	400.00
StofWyoOfcStLnds&Invest	Services	232,247.34
Stof WyoAdmin&Info	Services	5,789.25
StlrPrgrmng	Services	202.50
StrlngInfosys	Services	2,122.17
SJohnston	Services	215.00
SolidWstAssc	Dues	603.00
TDerby	Refund	230.00
Thtchr	Goods	9,584.71
33MileRd	Services	98.70
TopOffc	Goods	302.49
TretoConst	Services	169,642.12
TriStOilRclm	Services	400.00
TylerTech	Services	35,080.00
Unfrms2Gear	Goods	537.46
UntdWayofNC	Services	757.55
VMacy	Services	12.00
VeoliaEsTech	Services	10,988.23
VrznConn	Services	1,732.33
Vrzn	Services	451.10
VermrSls	Goods	1,095.00
VRC	Services	88.20
WrdwellWtr	Goods	131.88
WearPrts	Goods	418.37
WstrnCoop	Goods	20,720.00
WWCEng	Services	31,188.72
WyoAsscofRiskMgmt	Services	1,389,841.85
WyoMchnry	Services	15,561.98
WyoSafeGrp	Services	4,000.00
WyoSteel	Goods	1,750.00
Xerox	Goods	208.25
XtrmLndscpng	Services	264.06
Total		5,156,468.01

6. COMMUNICATIONS FROM PERSONS PRESENT

Individuals addressing the Council were: Robert Cook, 99 Honeysuckle; Cathy Cook, 99 Honeysuckle, and Dale Cook, 43 Honeysuckle. Each shared their concerns about a drug house in the neighborhood. Also addressing Council were: Jeff Long, 2111 Kingsboro, requested the rules and policies for municipal court fine payments; Debbie Dallman, 1814 S. Cedar, explaining the business plan for the bar and grill liquor license for the Lounge; and Debbie Snell 3961 E. 20th, requesting quarantine space at the Metro Animal Shelter and thanking Liz Becher and Rotarians for the addition of a dog walking path at the facility. Vice Mayor Pacheco thanked Ms. Snell for volunteering.

7. ESTABLISH PUBLIC HEARINGS

Moved by Councilmember Cathey, seconded by Councilmember Gamroth, to, by minute action, establish August 3, 2021, as the public hearing date for the consideration of:

- a. zone change of the Back Nine Addition PUD (Planned Unit Development) to R-2 (One Unit Residential), R-3 (One to Four Until Residential) and C-2 (General Business);
- b. vacation, replat and zone change creating the Trails West Estate No. 5 Addition;
- c. new Bar and Grill Liquor License for Wyoming Downs OTB 12 LLC, d/b/a Wyoming Downs OTB 12 located at 1121 Wilkins Circle;
- d. new Bar and Grill Liquor License for Mouthful, LLC d/b/a Mouthful, located at 136 East 2nd Street; and,

Establish August 17, 2021, as the public hearing date for the consideration of Board of Equalization for the purpose of considering an assessment roll for Local Assessment District No. 157 – Arrowhead Road and Jade Avenue Roadway Improvements.

Councilmember Pollock abstained from items 7.c and 7.d. Mayor Freel and Councilmember Engebretsen abstained from items 7.a and 7.b. Motion passed.

8.A.1 PUBLIC HEARING - ORDINANCE

Mayor Freel opened the public hearing for the consideration of seven ordinances adopting the various 2021 editions of the international building codes.

City Attorney Henley entered two (2) exhibits: correspondence from Liz Becher to J. Carter Napier, dated July 7, 2021 and an affidavit of publication, as published in the Casper-Star Tribune, dated June 22, 2021. City Manager Napier provided a brief report. There being no one to speak for or against the issues involving the code changes, the public hearing was closed.

Following ordinance read:

ORDINANCE. NO. 17-21

AN ORDINANCE AMENDING SECTIONS 15.04.040, 15.04.050 AND 15.04.110 OF THE CASPER MUNICIPAL CODE, AND ADOPTING THE 2021 EDITION OF THE INTERNATIONAL BUILDING CODE.

ORDINANCE NO. 18-21

AN ORDINANCE AMENDING SECTIONS 15.02.020, 15.02.030 AND 15.02.050 OF THE CASPER MUNICIPAL CODE, AND ADOPTING THE 2021 EDITION OF THE INTERNATIONAL RESIDENTIAL CODE.

ORDINANCE NO. 19-21

AN ORDINANCE AMENDING SECTIONS 15.20.020 AND 15.20.030 OF THE CASPER MUNICIPAL CODE, AND ADOPTING THE 2021 EDITION OF THE INTERNATIONAL MECHANICAL CODE.

ORDINANCE NO. 20-21

AN ORDINANCE AMENDING SECTIONS 15.24.010 AND 15.24.020 OF THE CASPER MUNICIPAL CODE, AND ADOPTING THE 2018 EDITION OF THE INTERNATIONAL PLUMBING CODE.

ORDINANCE NO. 21-21

AN ORDINANCE AMENDING SECTIONS 15.18.010 AND 15.18.020 OF THE CASPER MUNICIPAL CODE, AND ADOPTING THE 2021 EDITION OF THE INTERNATIONAL FUEL GAS CODE.

ORDINANCE NO. 22-21

AN ORDINANCE AMENDING SECTION 15.06.020 OF THE CASPER MUNICIPAL CODE, AND ADOPTING THE 2021 EDITION OF THE INTERNATIONAL EXISTING BUILDING CODE.

ORDINANCE NO. 23-21

AN ORDINANCE AMENDING CERTAIN SECTIONS OF CHAPTER 15.40 OF THE CASPER MUNICIPAL CODE, AND ADOPTING THE 2021 EDITION OF THE INTERNATIONAL FIRE CODE.

The Clerk noted that Ordinance No. 20-21 had a scrivener's error referencing 2018 rather than 2021. Councilmember Gamroth left the room at 6:38 PM.

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

Mayor Freel asked for Building Inspections Supervisor Elston to summarize the changes being requested. Mr. Elston said that various changes had occurred, but that all of them had been reviewed by the building inspector staff, and that none of them appeared to be burdensome on homeowners or homebuilders.

With the exception of Councilmember Gamroth, who was absent, all members voted aye. Motion passed.

8.A.2 PUBLIC HEARING - ORDINANCE

Mayor Freel opened the public hearing for the consideration of the changes to Chapter 5.08 – Alcoholic Beverages. Councilmember Pollock recused herself from the meeting at 6:44 PM.

City Attorney Henley entered one (1) exhibit: correspondence from John Henley to the Casper City Council and J. Carter Napier, dated July 13, 2021. City Manager Napier provided a brief report. Councilmember Gamroth returned to the meeting at 6:45 PM. Councilmember Engebretsen left the room at 6:46 PM.

No one spoke for or against the issues involving the changes to Chapter 5.08, the public hearing was closed.

Following ordinance read:

ORDINANCE NO. 24-21
AN ORDINANCE UPDATING AND AMENDING CHAPTER
5.08 OF THE CASPER MUNICIPAL CODE, INCLUDING:
SECTIONS 5.08.010, 5.08.080, 5.08.085, 5.08.090, 5.08.100,
5.08.105, 5.08.110, 5.08.130, 5.08.140, 5.08.150, 5.08.220,
5.08.290, 5.08.330, 5.08.350, 5.08.390, 5.08.430, 5.08.480 AND
5.08.510.

Councilmember Cathey presented the foregoing ordinance for approval, on first reading. Seconded by Councilmember Lutz. Councilmember Pollock recused herself. With the exception of Councilmember Engebretsen, who was absent, all members voted aye. Motion passed. Councilmembers Engebretsen and Pollock returned at 6:48 p.m.

8.A.3 PUBLIC HEARING - ORDINANCE

Mayor Freel opened the public hearing for the consideration of the changes to Chapter 10.64 - Scooters.

City Attorney Henley entered one (1) exhibit: correspondence from John Henley to the Casper City Council and J. Carter Napier, dated July 16, 2021. City Manager Napier provided a brief report and noted that the ordinance was scheduled for an accelerated passage, with a second reading on July 27th and a third reading on August 3rd.

There being no one to speak for or against the issues involving the changes to Chapter 10.64, the public hearing was closed.

Following ordinance read:

ORDINANCE NO. 25-21
AN ORDINANCE AMENDING CERTAIN SECTIONS OF
CHAPTER 10.64 - BICYCLES, TOY VEHICLES,
ROLLERBLADES, IN-LINE SKATES, ROLLER SKATES,
SNOWBOARDS, SKIS, ROLLERSKIS, SCOOTERS,
COASTERS, SKATEBOARDS AND SIMILAR DEVICES, OF
THE CASPER MUNICIPAL CODE.

Councilmember Pollock presented the foregoing ordinance for approval, on first reading. Seconded by Councilmember Knell.

Councilmember Gamroth advocated for removing dockless scooters from the proposed ordinance. Vice Mayor Pacheco and Councilmember Knell spoke in favor of the ordinance

Mayor Freel asked about the use of the public right of way for scooters in comparison to a past request from restaurants who wished to use sidewalks for seating. City Manager Napier said that the Council has addressed restaurant requests on this subject several times before, including rental agreements for portions of the right of way.

Councilmember Knell proposed an amendment that would establish an annual fee of \$50 per scooter. Amendment was seconded by Councilmember Pollock. Councilmembers Cathey, Knell, Lutz, and Pollock voted in favor of the amendment, all others voted nay. Motion to amend failed.

Councilmember Gamroth proposed an amendment that would remove the dockless scooters from the proposed ordinance. Motion failed for want of a second.

Councilmember Engebretsen proposed an amendment that would set the annual fee at \$3,000 per proprietor and \$50 per scooter. Motion failed for want of a second.

Councilmembers Engebretsen and Gamroth voted nay, all others voted aye. Motion passed.

8.B PUBLIC HEARING - MINUTE ACTION

Moved by Councilmember Cathey, seconded by Councilmember Gamroth, to, by minute action, postpone the public hearing for the consideration of new Bar & Grill Liquor License for Grace Partners, LC dba Spotlight Lounge, located at 128 East 2nd Street. Councilmember Pollock abstained. Motion passed.

9. ORDINANCE– SECOND READING

Following ordinance read:

ORDINANCE NO. 16-21
AN ORDINANCE APPROVING THE VACATION AND
REPLAT, CREATING THE KENSINGTON HEIGHTS
ADDITION NO. 4 SUBDIVISION.

Councilmember Pollock presented the foregoing ordinance for approval, on second reading. Seconded by Councilmember Gamroth.

No citizens spoke on the ordinance, and there was no discussion by Council. Councilmember Engebretsen and Mayor Freel abstained. Motion passed.

10. CONSENT RESOLUTIONS

The following resolutions were considered, by consent agenda:

RESOLUTION NO. 21-99
A RESOLUTION AUTHORIZING A CONSENT TO SUBLEASE
A WIRELESS COMMUNICATION FACILITY LOCATED AT
1903 NORTH POPLAR STREET.

RESOLUTION NO. 21-100

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH NATRONA COUNTY TRAVEL AND TOURISM COUNCIL FOR THE PROMTION OF THE 40-YEAR ANNIVERSARY OF THE FORD WYOMING CENTER.

RESOLUTION NO. 21-101

A RESOLUTION AUTHORIZING THE FISCAL YEAR 2022 CONTRACT WITH THE STATE OF WYOMING OFFICE OF THE ATTORNEY GENERAL, DIVISION OF VICTIM SERVICES.

RESOLUTION NO. 21-102

A RESOLUTION AUTHORIZING A LEASE AGREEMENT WITH CASPER AMATEUR HOCKEY CLUB FOR USE OF THE CASPER ICE ARENA.

RESOLUTION NO. 21-103

A RESOLUTION AUTHORIZING THE RELEASE OF CERTAIN LOCAL ASSESSMENT DISTRICT (LAD) LIENS IN LAD 156.

RESOLUTION NO. 21-104

A RESOLUTION AUTHORIZING THE PROVIDER AGREEMENT BETWEEN NATRONA COUNTY, WYOMING, THE NATRONA COUNTY SHERIFFS OFFICE AND THE CITY OF CASPER FOR JUVENILE DETENTION SERVICES.

RESOLUTION NO. 21-105

A RESOLUTION APPROVING THE VACATION AND REPLAT OF LOTS 18,19 AND 20, BLOCK 1, GLENDALE ADDITION, TO CREATE GLENDALE ADDITION NO. 2; AND THE ASSOCIATED SUBDIVISION AGREEMENT

RESOLUTION NO. 21-106

A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES CONTRACT FOR WYOMING SIGNS, LLC TO WRAP UP TO TWENTY-THREE TRANSIT BUSES IN AN AMOUNT NOT TO EXCEED ONE HUNDRED FORTY-NINE THOUSAND ONE HUNDRED FIFTY DOLLARS (\$149,150).

Councilmember Gamroth presented the foregoing eight (8) resolutions for adoption. Seconded by Councilmember Lutz. Mayor Freel and Councilmember Engebretsen abstained on Resolution No. 21-105. Motion passed.

11. INTRODUCTION OF MEASURES AND PROPOSALS

Councilmember Gamroth spoke on the recent beautification of the downtown planters, and his attendance at the conference hosted by the Wyoming Association of Municipalities. He thanked the Casper Police Department for their transparency regarding the recent officer involved shooting.

Councilmember Pacheco reported on the recently held LGBTQ meeting and he noted that the group would be presenting at an upcoming work session.

Mayor Freel addressed the current shortage of ferric chloride and its impact on the operation of the Water Treatment Plant. The City's supplier of ferric acid has struggled to produce normal amounts, but in the meantime, the public is being asked to conserve water.

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, July 27, 2021, in the Council Meeting Room; and, a regular Council meeting to be held at 6:00 p.m., Tuesday, August 3, 2021, in the Council Chambers.

At 7:10 p.m., it was moved Councilmember Knell, seconded by Councilmember Cathey, to adjourn into executive session to discuss personnel. Motion passed. Council moved into the Council meeting room.

At 7:41 p.m., it was moved by Councilmember Knell, seconded by Councilmember Pollock, to adjourn the executive session. Motion passed. Council opened the meeting to the public.

13. ADJOURNMENT

Moved by Councilmember Pollock, seconded by Councilmember Gamroth, to adjourn the regular Council meeting at 7:42 p.m. Motion passed.

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Steven K. Freel
Mayor

COUNCIL PROCEEDINGS - SPECIAL MEETING
Casper City Hall – Council Chambers
July 27, 2021

1. ROLL CALL

Casper City Council met in special session at 6:26 p.m., Tuesday, July 27, 2021. Present: Councilmembers Pollock, Lutz, Cathey, Knell, Engebretsen, Vice Mayor Pacheco and Mayor Freel. Councilmember Gamroth attended the meeting virtually via GoToMeeting.

Moved by Councilmember Pacheco, seconded by Councilmember Pollock, to, by minute action, excuse the absence of Councilmember Johnson. Motion passed.

2. ORDINANCE– SECOND READING

Following ordinance read:

ORDINANCE NO. 25-21

AN ORDINANCE AMENDING CERTAIN SECTIONS OF CHAPTER 10.64 - BICYCLES, TOY VEHICLES, ROLLERBLADES, IN-LINE SKATES, ROLLER SKATES, SNOWBOARDS, SKIS, ROLLERSKIS, SCOOTERS, COASTERS, SKATEBOARDS AND SIMILAR DEVICES, OF THE CASPER MUNICIPAL CODE.

Councilmember Knell presented the foregoing ordinance for approval, on second reading. Seconded by Councilmember Lutz.

Michael Covato, from Bird Rides, spoke in favor of the ordinance. Council discussed the ordinance, and City Attorney Henley answered questions about the ordinance. All Councilmembers voted aye. Motion passed.

3. ADJOURN INTO EXECUTIVE SESSION

At 6:52 p.m., it was moved by Councilmember Pollock, seconded by Councilmember Engebretsen, to adjourn into executive session to discuss land acquisition. Motion passed.

At 8:04 p.m., it was moved by Councilmember Cathey, seconded by Councilmember Lutz, to adjourn the executive session. Motion passed. Council opened the meeting to the public.

4. ADJOURNMENT

Moved by Councilmember Cathey, seconded by Councilmember Pollock, to, by minute action adjourn the special meeting. Motion passed. The meeting was adjourned at 8:04 p.m.

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Steven K. Freel
Mayor

City of Casper - Bills and Claims for August 03, 2021

4IMPRINT

4IMPRINT	Police Administration	ALL OTHER DIRECT MARKETERS	\$1,482.25
<i>4IMPRINT - Total For Police Administration</i>			\$1,482.25
4IMPRINT - ALL DEPARTMENTS			\$1,482.25

6H GROUP LLC

6H GROUP LLC	Metro Animal Shelter	Cat/dog food	\$430.75
<i>6H GROUP LLC - Total For Metro Animal Shelter</i>			\$430.75
6H GROUP LLC - ALL DEPARTMENTS			\$430.75

71 CONSTRUCTION, INC

71 CONSTRUCTION, INC	Capital Projects Fund	Retainage sent to outside bank	\$26,373.71
71 CONSTRUCTION, INC	Capital Projects Fund	Midwest Elm to Walnut Construc	295,273.62
<i>71 CONSTRUCTION, INC - Total For Capital Projects Fund</i>			\$321,647.33
71 CONSTRUCTION, INC	Streets	Hot mix asphalt	\$331.76
71 CONSTRUCTION, INC	Streets	Hot mix asphalt	\$904.22
71 CONSTRUCTION, INC	Streets	Hot mix asphalt	\$328.28
71 CONSTRUCTION, INC	Streets	Hot mix asphalt	\$449.55
71 CONSTRUCTION, INC	Streets	Hot mix asphalt	\$1,455.80
71 CONSTRUCTION, INC	Streets	Hot mix asphalt	\$357.86
71 CONSTRUCTION, INC	Streets	Dolomite road base	\$280.14
<i>71 CONSTRUCTION, INC - Total For Streets</i>			\$4,107.61
71 CONSTRUCTION, INC - ALL DEPARTMENTS			\$325,754.94

A.M.B.I. & SHIPPING,

A.M.B.I. & SHIPPING,	Balefill - Disposal & Landfill	Postage/mailing service	\$7.32
<i>A.M.B.I. & SHIPPING, - Total For Balefill - Disposal & Landfill</i>			\$7.32
A.M.B.I. & SHIPPING,	City Attorney	Postage / mailing service	\$43.72
<i>A.M.B.I. & SHIPPING, - Total For City Attorney</i>			\$43.72
A.M.B.I. & SHIPPING,	Engineering	Postage/mailing service	\$10.00
A.M.B.I. & SHIPPING,	Engineering	Postage/mailing service	\$4.54

<i>A.M.B.I. & SHIPPING, - Total For Engineering</i>			<i>\$14.54</i>
A.M.B.I. & SHIPPING,	Fire-EMS Administration	Postage/mailing service	\$10.41
<i>A.M.B.I. & SHIPPING, - Total For Fire-EMS Administration</i>			<i>\$10.41</i>
A.M.B.I. & SHIPPING,	Ft. Caspar Museum	Postage/mailing service	\$4.64
<i>A.M.B.I. & SHIPPING, - Total For Ft. Caspar Museum</i>			<i>\$4.64</i>
A.M.B.I. & SHIPPING,	Municipal Court	Postage / mailing service	\$152.25
<i>A.M.B.I. & SHIPPING, - Total For Municipal Court</i>			<i>\$152.25</i>
A.M.B.I. & SHIPPING,	Police Administration	Postage / mailing service	\$335.30
<i>A.M.B.I. & SHIPPING, - Total For Police Administration</i>			<i>\$335.30</i>
A.M.B.I. & SHIPPING,	Rec Center - Admin	Postage/mailing service	\$8.71
<i>A.M.B.I. & SHIPPING, - Total For Rec Center - Admin</i>			<i>\$8.71</i>
A.M.B.I. & SHIPPING,	Refuse - Residential	Postage/mailing service	\$37.65
<i>A.M.B.I. & SHIPPING, - Total For Refuse - Residential</i>			<i>\$37.65</i>
A.M.B.I. & SHIPPING,	Risk Management	Postage/mailing service	\$1.83
<i>A.M.B.I. & SHIPPING, - Total For Risk Management</i>			<i>\$1.83</i>
A.M.B.I. & SHIPPING, - ALL DEPARTMENTS			\$616.37

AAA LANDSCAPING

AAA LANDSCAPING	Balefill - Disposal & Landfill	Grass mowing/trimming	\$1,050.00
<i>AAA LANDSCAPING - Total For Balefill - Disposal & Landfill</i>			<i>\$1,050.00</i>
AAA LANDSCAPING	Code Enforcement	Mowing/trimming weeds	\$269.83
<i>AAA LANDSCAPING - Total For Code Enforcement</i>			<i>\$269.83</i>
AAA LANDSCAPING - ALL DEPARTMENTS			\$1,319.83

ACTION GLASS INC

ACTION GLASS INC	Aquatics - Pool	2 new windows for Mike Sedar	\$33.88
<i>ACTION GLASS INC - Total For Aquatics - Pool</i>			<i>\$33.88</i>
ACTION GLASS INC	Capital Projects Fund	Glass for Senior Center serving line	\$75.90
<i>ACTION GLASS INC - Total For Capital Projects Fund</i>			<i>\$75.90</i>
ACTION GLASS INC - ALL DEPARTMENTS			\$109.78

ACUSHNET COMPANY

ACUSHNET COMPANY	Golf	Inventory- Golf	\$138.50
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ACUSHNET COMPANY	Golf	Inventory- Golf	\$1,632.00
ACUSHNET COMPANY	Golf	Inventory- Golf	\$228.00
<i>ACUSHNET COMPANY - Total For Golf</i>			<i>\$1,998.50</i>
ACUSHNET COMPANY - ALL DEPARTMENTS			\$1,998.50

ADOBE ACROPRO SUBS

ADOBE ACROPRO SUBS	City Manager	Adobe Acrobat Pro subscription	\$14.99
<i>ADOBE ACROPRO SUBS - Total For City Manager</i>			<i>\$14.99</i>
ADOBE ACROPRO SUBS - ALL DEPARTMENTS			\$14.99

ADOBE CREATIVE CLOUD

ADOBE CREATIVE CLOUD	River Volunteer Events	ADOBE CREATIVE CLOUD SUBSCRIPTION - JUNE	\$52.99
ADOBE CREATIVE CLOUD	River Volunteer Events	ADOBE CREATIVE CLOUD SUBSCRIPTION	\$52.99
<i>ADOBE CREATIVE CLOUD - Total For River Volunteer Events</i>			<i>\$105.98</i>
ADOBE CREATIVE CLOUD - ALL DEPARTMENTS			\$105.98

ADVANCE AUTO PARTS

ADVANCE AUTO PARTS	Police Administration	AUTOMOTIVE PARTS, ACCESSORIES STORES	\$10.49
<i>ADVANCE AUTO PARTS - Total For Police Administration</i>			<i>\$10.49</i>
ADVANCE AUTO PARTS - ALL DEPARTMENTS			\$10.49

AHERN RENTALS INC

AHERN RENTALS INC	Water Distribution	Rubber gloves	\$54.00
<i>AHERN RENTALS INC - Total For Water Distribution</i>			<i>\$54.00</i>
AHERN RENTALS INC - ALL DEPARTMENTS			\$54.00

AIR COMFORT COMPLETE

AIR COMFORT COMPLETE	WWTP Operations	HVAC repair	\$600.00
AIR COMFORT COMPLETE	WWTP Operations	HVAC repair	\$1,971.50
<i>AIR COMFORT COMPLETE - Total For WWTP Operations</i>			<i>\$2,571.50</i>
AIR COMFORT COMPLETE - ALL DEPARTMENTS			\$2,571.50

AIRGAS USA LLC

AIRGAS USA LLC	Balefill - Baler Processing	Maintenance bldg operating supplies	\$161.73
<i>AIRGAS USA LLC - Total For Balefill - Baler Processing</i>			<i>\$161.73</i>
AIRGAS USA LLC	Balefill - Disposal & Landfill	Safety supplies	\$543.40
<i>AIRGAS USA LLC - Total For Balefill - Disposal & Landfill</i>			<i>\$543.40</i>
AIRGAS USA LLC - ALL DEPARTMENTS			\$705.13

ALBERTSONS #0062

ALBERTSONS #0062	Parks - Parks Maint.	GROCERY STORES, SUPERMARKETS	\$89.31
<i>ALBERTSONS #0062 - Total For Parks - Parks Maint.</i>			<i>\$89.31</i>
ALBERTSONS #0062 - ALL DEPARTMENTS			\$89.31

ALL-OUT-FIRE EXT

ALL-OUT-FIRE EXT	Balefill - Diversion & Special	Fire extinguishers & mounting	\$80.00
<i>ALL-OUT-FIRE EXT - Total For Balefill - Diversion & Special</i>			<i>\$80.00</i>
ALL-OUT-FIRE EXT - ALL DEPARTMENTS			\$80.00

ALSCO

ALSCO	Balefill - Disposal & Landfill	Laundry service	\$121.62
ALSCO	Balefill - Disposal & Landfill	Laundry service	\$108.46
ALSCO	Balefill - Disposal & Landfill	Professional Laundry Services	\$55.98
ALSCO	Balefill - Disposal & Landfill	Professional Laundry Services	\$121.62
ALSCO	Balefill - Disposal & Landfill	Mat / rug service	\$55.98
<i>ALSCO - Total For Balefill - Disposal & Landfill</i>			<i>\$463.66</i>
ALSCO	Fleet Maintenance Fund	Laundry service	\$129.79
ALSCO	Fleet Maintenance Fund	Laundry service	\$172.54
<i>ALSCO - Total For Fleet Maintenance Fund</i>			<i>\$302.33</i>
ALSCO	Refuse - Residential	Laundry service	\$91.20
ALSCO	Refuse - Residential	Laundry service	\$92.22
ALSCO	Refuse - Residential	Professional Laundry Services	\$91.20
<i>ALSCO - Total For Refuse - Residential</i>			<i>\$274.62</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	\$60.86
ALSCO	Sewer Wastewater Collection	Professional Laundry Services	\$60.86
<i>ALSCO - Total For Sewer Wastewater Collection</i>			<i>\$121.72</i>
ALSCO	WWTP Operations	Professional Laundry Services	\$151.46
ALSCO	WWTP Operations	Professional Laundry Services	(\$7.14)
ALSCO	WWTP Operations	Professional Laundry Services	(\$7.14)
ALSCO	WWTP Operations	Professional Laundry Services	(\$7.14)
ALSCO	WWTP Operations	Professional Laundry Services	(\$7.14)
ALSCO	WWTP Operations	Professional Laundry Services	(\$7.14)
ALSCO	WWTP Operations	Professional Laundry Services	(\$7.14)
<i>ALSCO - Total For WWTP Operations</i>			<i>\$108.62</i>
ALSCO - ALL DEPARTMENTS			\$1,332.50

AMAZON.COM 294RS8G82

AMAZON.COM 294RS8G82	Police Administration	BOOK STORES	\$13.16
<i>AMAZON.COM 294RS8G82 - Total For Police Administration</i>			<i>\$13.16</i>
AMAZON.COM 294RS8G82 - ALL DEPARTMENTS			\$13.16

AMAZON.COM 2E0EQ1XX1

AMAZON.COM 2E0EQ1XX1	Rec Center - Admin	PHIL PRINTER CARTRIDGE	\$76.78
<i>AMAZON.COM 2E0EQ1XX1 - Total For Rec Center - Admin</i>			<i>\$76.78</i>
AMAZON.COM 2E0EQ1XX1 - ALL DEPARTMENTS			\$76.78

AMAZON.COM 2E1H98NJ1

AMAZON.COM 2E1H98NJ1	Police Administration	BOOK STORES	\$419.98
<i>AMAZON.COM 2E1H98NJ1 - Total For Police Administration</i>			<i>\$419.98</i>
AMAZON.COM 2E1H98NJ1 - ALL DEPARTMENTS			\$419.98

AMAZON.COM 2E5UM77C1

AMAZON.COM 2E5UM77C1	Aquatics - Operations	Hand Soap	\$119.46
<i>AMAZON.COM 2E5UM77C1 - Total For Aquatics - Operations</i>			<i>\$119.46</i>
AMAZON.COM 2E5UM77C1 - ALL DEPARTMENTS			\$119.46

AMERICAN RED CROSS

AMERICAN RED CROSS	Aquatics - Pool	Lifeguard Certification	\$160.00
<i>AMERICAN RED CROSS - Total For Aquatics - Pool</i>			<i>\$160.00</i>
AMERICAN RED CROSS - ALL DEPARTMENTS			\$160.00

AMERIGAS - CASPER

AMERIGAS - CASPER	Balefill - Baler Processing	Propane	\$302.36
AMERIGAS - CASPER	Balefill - Baler Processing	Propane bottle refills	\$196.59
<i>AMERIGAS - CASPER - Total For Balefill - Baler Processing</i>			<i>\$498.95</i>
AMERIGAS - CASPER - ALL DEPARTMENTS			\$498.95

AMZN Mktp US

AMZN Mktp US	Aquatics - Operations	Stenner Pump Supplies	\$45.99
<i>AMZN Mktp US - Total For Aquatics - Operations</i>			<i>\$45.99</i>
AMZN Mktp US	Aquatics - Pool	4 New Flow Meters	\$199.88
<i>AMZN Mktp US - Total For Aquatics - Pool</i>			<i>\$199.88</i>
AMZN Mktp US	Parks - Parks Maint.	BOOK STORES	\$67.90
AMZN Mktp US	Parks - Parks Maint.	BOOK STORES	\$21.99
<i>AMZN Mktp US - Total For Parks - Parks Maint.</i>			<i>\$89.89</i>
AMZN Mktp US	Parks - Urban Forestry	Irrigation bags for trees	\$600.00
<i>AMZN Mktp US - Total For Parks - Urban Forestry</i>			<i>\$600.00</i>
AMZN Mktp US	Police Administration	BOOK STORES	(\$151.20)
<i>AMZN Mktp US - Total For Police Administration</i>			<i>(\$151.20)</i>
AMZN Mktp US	Police Career Services	BOOK STORES	\$49.41
AMZN Mktp US	Police Career Services	BOOK STORES	\$59.95
<i>AMZN Mktp US - Total For Police Career Services</i>			<i>\$109.36</i>
AMZN Mktp US	Weed & Pest Fund	Filing Cabinet	\$259.99
AMZN Mktp US	Weed & Pest Fund	Shop Vac Filters	\$31.98
<i>AMZN Mktp US - Total For Weed & Pest Fund</i>			<i>\$291.97</i>
AMZN Mktp US - ALL DEPARTMENTS			\$1,185.89

APPLIED CONTROL EQUI

APPLIED CONTROL EQUI	WWTP Operations	Actuator	\$1,997.90
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APPLIED CONTROL EQUI - Total For WWTP Operations \$1,997.90

APPLIED CONTROL EQUI - ALL DEPARTMENTS \$1,997.90

ARROWHEAD HEATING &

ARROWHEAD HEATING & Balefill - Disposal & Landfill Filter change - materials/labor \$97.67

ARROWHEAD HEATING & Balefill - Disposal & Landfill Maintenance \$180.00

ARROWHEAD HEATING & - Total For Balefill - Disposal & Landfill \$277.67

ARROWHEAD HEATING & - ALL DEPARTMENTS \$277.67

AT & T CORP

AT & T CORP Fire-EMS Administration Acct #287292151247 \$506.10

AT & T CORP - Total For Fire-EMS Administration \$506.10

AT & T CORP Public Transit - CARES Act Acct #287306431868 \$3,950.43

AT & T CORP - Total For Public Transit - CARES Act \$3,950.43

AT & T CORP Sewer Wastewater Collection Acct #287295228508 \$160.16

AT & T CORP - Total For Sewer Wastewater Collection \$160.16

AT & T CORP Streets Acct #287294643026 \$200.40

AT & T CORP - Total For Streets \$200.40

AT & T CORP - ALL DEPARTMENTS \$4,817.09

ATLANTIC ELECTRIC, I

ATLANTIC ELECTRIC, I Traffic Control FY21-24 Luminaire Services \$5,599.92

ATLANTIC ELECTRIC, I - Total For Traffic Control \$5,599.92

ATLANTIC ELECTRIC, I - ALL DEPARTMENTS \$5,599.92

ATLAS OFFICE PRODUCT

ATLAS OFFICE PRODUCT Balefill - Baler Processing Office supplies \$478.85

ATLAS OFFICE PRODUCT - Total For Balefill - Baler Processing \$478.85

ATLAS OFFICE PRODUCT Balefill - Disposal & Landfill Office supplies \$1.30

ATLAS OFFICE PRODUCT Balefill - Disposal & Landfill Office supplies \$76.82

ATLAS OFFICE PRODUCT Balefill - Disposal & Landfill Office supplies \$4.85

ATLAS OFFICE PRODUCT - Total For Balefill - Disposal & Landfill \$82.97

ATLAS OFFICE PRODUCT City Manager Office Supplies \$34.82

ATLAS OFFICE PRODUCT	City Manager	Office supplies	\$41.33
<i>ATLAS OFFICE PRODUCT - Total For City Manager</i>			\$76.15
ATLAS OFFICE PRODUCT	Customer Service	TONER	\$97.48
<i>ATLAS OFFICE PRODUCT - Total For Customer Service</i>			\$97.48
ATLAS OFFICE PRODUCT	Fleet Maintenance Fund	LABELS, 5167	\$36.37
ATLAS OFFICE PRODUCT	Fleet Maintenance Fund	FRAME, FOLDER HANGING FILES	\$13.55
ATLAS OFFICE PRODUCT	Fleet Maintenance Fund	HANGING FOLDERS FOR JAY	\$14.27
<i>ATLAS OFFICE PRODUCT - Total For Fleet Maintenance Fund</i>			\$64.19
ATLAS OFFICE PRODUCT	Municipal Court	Office supplies	\$353.27
ATLAS OFFICE PRODUCT	Municipal Court	Office supplies	\$101.62
ATLAS OFFICE PRODUCT	Municipal Court	Office supplies	\$175.19
<i>ATLAS OFFICE PRODUCT - Total For Municipal Court</i>			\$630.08
ATLAS OFFICE PRODUCT	Planning	Office supplies	\$43.62
ATLAS OFFICE PRODUCT	Planning	Office supplies	\$172.95
<i>ATLAS OFFICE PRODUCT - Total For Planning</i>			\$216.57
ATLAS OFFICE PRODUCT	Police Administration	Office supplies	\$346.32
ATLAS OFFICE PRODUCT	Police Administration	Office supplies	\$57.52
ATLAS OFFICE PRODUCT	Police Administration	Office supplies	\$22.00
<i>ATLAS OFFICE PRODUCT - Total For Police Administration</i>			\$425.84
ATLAS OFFICE PRODUCT	Police Investigations	Office supplies	\$149.92
ATLAS OFFICE PRODUCT	Police Investigations	Office supplies	\$10.13
<i>ATLAS OFFICE PRODUCT - Total For Police Investigations</i>			\$160.05
ATLAS OFFICE PRODUCT	Refuse - Residential	Office supplies	\$102.94
<i>ATLAS OFFICE PRODUCT - Total For Refuse - Residential</i>			\$102.94
ATLAS OFFICE PRODUCT	Regional Water Operations	Note Pads	\$23.19
<i>ATLAS OFFICE PRODUCT - Total For Regional Water Operations</i>			\$23.19
ATLAS OFFICE PRODUCT	Water Distribution	File folders	\$15.01
<i>ATLAS OFFICE PRODUCT - Total For Water Distribution</i>			\$15.01
ATLAS OFFICE PRODUCT - ALL DEPARTMENTS			\$2,373.32

BAILEY'S ACE HARDWAR

BAILEY'S ACE HARDWAR	Balefill - Baler Processing	Materials for baler cold storage work	\$13.36
BAILEY'S ACE HARDWAR	Balefill - Baler Processing	Cord reel	\$19.18
BAILEY'S ACE HARDWAR	Balefill - Baler Processing	Fly traps	\$46.14
BAILEY'S ACE HARDWAR	Balefill - Baler Processing	Grounding plug	\$9.98

<i>BAILEY'S ACE HARDWAR - Total For Balefill - Baler Processing</i>			\$88.66
BAILEY'S ACE HARDWAR	Balefill - Diversion & Special	Operating supplies	\$16.76
BAILEY'S ACE HARDWAR	Balefill - Diversion & Special	Spray paint	\$23.41
<i>BAILEY'S ACE HARDWAR - Total For Balefill - Diversion & Special</i>			\$40.17
BAILEY'S ACE HARDWAR - ALL DEPARTMENTS			\$128.83

BAILEYS ACE HDWE

BAILEYS ACE HDWE	Aquatics - Pool	Shower Supplies	\$29.12
<i>BAILEYS ACE HDWE - Total For Aquatics - Pool</i>			\$29.12
BAILEYS ACE HDWE	Ice Arena - Operations	Supplies for zamboni and glass kit	\$43.53
BAILEYS ACE HDWE	Ice Arena - Operations	Custodial Supplies	\$30.17
<i>BAILEYS ACE HDWE - Total For Ice Arena - Operations</i>			\$73.70
BAILEYS ACE HDWE	Parks - Parks Maint.	HARDWARE STORES	\$30.98
<i>BAILEYS ACE HDWE - Total For Parks - Parks Maint.</i>			\$30.98
BAILEYS ACE HDWE	Police Administration	HARDWARE STORES	\$25.57
<i>BAILEYS ACE HDWE - Total For Police Administration</i>			\$25.57
BAILEYS ACE HDWE	Police Traffic Enforcement	HARDWARE STORES	\$26.36
BAILEYS ACE HDWE	Police Traffic Enforcement	HARDWARE STORES	\$31.78
<i>BAILEYS ACE HDWE - Total For Police Traffic Enforcement</i>			\$58.14
BAILEYS ACE HDWE	Rec Center - Special Program	Plastic Sheeting Beach Day Event	\$99.99
<i>BAILEYS ACE HDWE - Total For Rec Center - Special Programs</i>			\$99.99
BAILEYS ACE HDWE	Water Distribution	RLR M 4X3/8 & PILOT DRILL BIT	\$15.97
<i>BAILEYS ACE HDWE - Total For Water Distribution</i>			\$15.97
BAILEYS ACE HDWE	Weed & Pest Fund	Pruners	\$44.98
<i>BAILEYS ACE HDWE - Total For Weed & Pest Fund</i>			\$44.98
BAILEYS ACE HDWE - ALL DEPARTMENTS			\$378.45

BAR-D SIGNS, INC.

BAR-D SIGNS, INC.	Balefill - Diversion & Special	Sign & installation	\$852.00
<i>BAR-D SIGNS, INC. - Total For Balefill - Diversion & Special</i>			\$852.00
BAR-D SIGNS, INC. - ALL DEPARTMENTS			\$852.00

BARGREEN ELLINGSON

BARGREEN ELLINGSON	Balefill - Baler Processing	Cleaning supplies	\$298.96
<i>BARGREEN ELLINGSON - Total For Balefill - Baler Processing</i>			<i>\$298.96</i>
BARGREEN ELLINGSON	Balefill - Disposal & Landfill	Cleaning supplies	\$86.18
BARGREEN ELLINGSON	Balefill - Disposal & Landfill	Cleaning supplies	\$126.32
<i>BARGREEN ELLINGSON - Total For Balefill - Disposal & Landfill</i>			<i>\$212.50</i>
BARGREEN ELLINGSON	Capital Projects Fund	Replacing Ice Machine for CIA Concessions	\$5,505.00
<i>BARGREEN ELLINGSON - Total For Capital Projects Fund</i>			<i>\$5,505.00</i>
BARGREEN ELLINGSON - ALL DEPARTMENTS			\$6,016.46

BARGREEN WYOMING

BARGREEN WYOMING	Fire-EMS Operations	Ice Maker	\$2,164.00
<i>BARGREEN WYOMING - Total For Fire-EMS Operations</i>			<i>\$2,164.00</i>
BARGREEN WYOMING - ALL DEPARTMENTS			\$2,164.00

BAYMONT INN&SUITES

BAYMONT INN&SUITES	Police Federal Grants	LODGING, HOTELS, MOTELS, RESORTS	\$61.50
<i>BAYMONT INN&SUITES - Total For Police Federal Grants</i>			<i>\$61.50</i>
BAYMONT INN&SUITES - ALL DEPARTMENTS			\$61.50

BELZONA ROCKY MOUNTA

BELZONA ROCKY MOUNTA	WWTP Operations	Belzona	\$495.00
<i>BELZONA ROCKY MOUNTA - Total For WWTP Operations</i>			<i>\$495.00</i>
BELZONA ROCKY MOUNTA - ALL DEPARTMENTS			\$495.00

BESTBUYCOM8064754709

BESTBUYCOM8064754709	Finance	Power Strip Purchased for Tanya	\$19.99
<i>BESTBUYCOM8064754709 - Total For Finance</i>			<i>\$19.99</i>
BESTBUYCOM8064754709 - ALL DEPARTMENTS			\$19.99

BIG HORN TIRE

BIG HORN TIRE	Fleet Maintenance Fund	4 wheel align	\$105.00
<i>BIG HORN TIRE - Total For Fleet Maintenance Fund</i>			<i>\$105.00</i>

BIG HORN TIRE - ALL DEPARTMENTS

\$105.00

BLACK HILLS ENERGY

BLACK HILLS ENERGY	Balefill - Disposal & Landfill	Acct #7538 8605 37	\$31.43
BLACK HILLS ENERGY	Balefill - Disposal & Landfill	Acct #1919 8530 97	\$534.16
BLACK HILLS ENERGY	Balefill - Disposal & Landfill	Acct #7538 8605 37	\$33.26

BLACK HILLS ENERGY - Total For Balefill - Disposal & Landfill \$598.85

BLACK HILLS ENERGY	Fire-EMS Administration	Acct #3267 4234 58	\$54.09
BLACK HILLS ENERGY	Fire-EMS Administration	Acct #1783 9430 41	\$458.99

BLACK HILLS ENERGY - Total For Fire-EMS Administration \$513.08

BLACK HILLS ENERGY	Fleet Maintenance Fund	Acct #5293 6421 13	\$442.64
BLACK HILLS ENERGY	Fleet Maintenance Fund	Acct #5293 6421 13	\$1,549.58

BLACK HILLS ENERGY - Total For Fleet Maintenance Fund \$1,992.22

BLACK HILLS ENERGY	Golf - Operations	Acct #1340 9824 25	\$199.68
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BLACK HILLS ENERGY - Total For Golf - Operations \$199.68

BLACK HILLS ENERGY	Metro Animal Shelter	Acct #9630 2229 58	\$228.93
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BLACK HILLS ENERGY - Total For Metro Animal Shelter \$228.93

BLACK HILLS ENERGY	Sewer Wastewater Collection	Acct #6405 5357 61	\$31.73
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BLACK HILLS ENERGY	Sewer Wastewater Collection	Acct #6405 5357 61	\$4.69
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BLACK HILLS ENERGY - Total For Sewer Wastewater Collection \$36.42

BLACK HILLS ENERGY	Water Distribution	Acct #0295 5402 18	\$342.03
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BLACK HILLS ENERGY - Total For Water Distribution \$342.03

BLACK HILLS ENERGY	WWTP Operations	Acct #5541 2887 44	\$5,635.66
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BLACK HILLS ENERGY - Total For WWTP Operations \$5,635.66

BLACK HILLS ENERGY - ALL DEPARTMENTS

\$9,546.87

BLAKEMAN PROPANE

BLAKEMAN PROPANE	Balefill - Disposal & Landfill	Propane	\$216.90
BLAKEMAN PROPANE	Balefill - Disposal & Landfill	Propane	\$209.71

BLAKEMAN PROPANE - Total For Balefill - Disposal & Landfill \$426.61

BLAKEMAN PROPANE - ALL DEPARTMENTS

\$426.61

BLOEDORN LUMBER CO

BLOEDORN LUMBER CO	Buildings & Structures Fund	BAS Shop Supplies	\$27.51
<i>BLOEDORN LUMBER CO - Total For Buildings & Structures Fund</i>			<i>\$27.51</i>
BLOEDORN LUMBER CO	Streets	Screws, Bits, 2"x12"x8', 8- Masonite	\$253.56
<i>BLOEDORN LUMBER CO - Total For Streets</i>			<i>\$253.56</i>
BLOEDORN LUMBER CO	WWTP Operations	Shear pins	\$21.38
<i>BLOEDORN LUMBER CO - Total For WWTP Operations</i>			<i>\$21.38</i>
BLOEDORN LUMBER CO - ALL DEPARTMENTS			\$302.45

BRENNTAG PACIFIC, IN

BRENNTAG PACIFIC, IN	Regional Water Operations	Ferric Chloride BPI161487	\$10,379.30
BRENNTAG PACIFIC, IN	Regional Water Operations	Ferric Chloride BPI161486	\$10,484.90
BRENNTAG PACIFIC, IN	Regional Water Operations	Ferric Chloride BPI161488	\$9,815.00
BRENNTAG PACIFIC, IN	Regional Water Operations	Ferric chloride	\$10,687.30
<i>BRENNTAG PACIFIC, IN - Total For Regional Water Operations</i>			<i>\$41,366.50</i>
BRENNTAG PACIFIC, IN - ALL DEPARTMENTS			\$41,366.50

BUFFALO BRAND SEED L

BUFFALO BRAND SEED L	Golf - Operations	250 lbs of Buffalo Brand seed - 400 lbs Pennial R	\$1,472.50
<i>BUFFALO BRAND SEED L - Total For Golf - Operations</i>			<i>\$1,472.50</i>
BUFFALO BRAND SEED L - ALL DEPARTMENTS			\$1,472.50

CALIBRE PRESS

CALIBRE PRESS	Police Career Services	Female enforcers event in Tacoma, WA	\$718.00
<i>CALIBRE PRESS - Total For Police Career Services</i>			<i>\$718.00</i>
CALIBRE PRESS - ALL DEPARTMENTS			\$718.00

CAPITAL BUSINESS SYS

CAPITAL BUSINESS SYS	Fleet Maintenance Fund	Copier usage	\$52.00
CAPITAL BUSINESS SYS	Fleet Maintenance Fund	Copier usage	\$52.00
<i>CAPITAL BUSINESS SYS - Total For Fleet Maintenance Fund</i>			<i>\$104.00</i>
CAPITAL BUSINESS SYS - ALL DEPARTMENTS			\$104.00

CAROLINA SOFTWARE

CAROLINA SOFTWARE	Balefill - Disposal & Landfill	Software / auto-email support	\$450.00
CAROLINA SOFTWARE	Balefill - Disposal & Landfill	Software support	\$250.00
<i>CAROLINA SOFTWARE - Total For Balefill - Disposal & Landfill</i>			<i>\$700.00</i>
CAROLINA SOFTWARE - ALL DEPARTMENTS			\$700.00

CARUS CORPORATION

CARUS CORPORATION	Regional Water Operations	Actiflo Polymer SLS10093391	\$14,364.00
<i>CARUS CORPORATION - Total For Regional Water Operations</i>			<i>\$14,364.00</i>
CARUS CORPORATION - ALL DEPARTMENTS			\$14,364.00

CASPER AREA CHAMBER

CASPER AREA CHAMBER	Balefill - Disposal & Landfill	Leadership	\$1,000.00
<i>CASPER AREA CHAMBER - Total For Balefill - Disposal & Landfill</i>			<i>\$1,000.00</i>
CASPER AREA CHAMBER - ALL DEPARTMENTS			\$1,000.00

CASPER MUNICIPAL BAN

CASPER MUNICIPAL BAN	General Fund Revenue	Stage extension refund	\$500.00
<i>CASPER MUNICIPAL BAN - Total For General Fund Revenue</i>			<i>\$500.00</i>
CASPER MUNICIPAL BAN - ALL DEPARTMENTS			\$500.00

CASPER NATRONA COUNT

CASPER NATRONA COUNT	Aquatics - Pool	Routine inspection	\$75.00
CASPER NATRONA COUNT	Aquatics - Pool	Routine inspection	\$75.00
CASPER NATRONA COUNT	Aquatics - Pool	Routine inspection	\$75.00
CASPER NATRONA COUNT	Aquatics - Pool	Routine inspection	\$75.00
CASPER NATRONA COUNT	Aquatics - Pool	Routine inspection	\$75.00
CASPER NATRONA COUNT	Aquatics - Pool	Routine inspection	\$75.00
CASPER NATRONA COUNT	Aquatics - Pool	Routine inspection	\$75.00
<i>CASPER NATRONA COUNT - Total For Aquatics - Pool</i>			<i>\$525.00</i>
CASPER NATRONA COUNT - ALL DEPARTMENTS			\$525.00

CASPER STAR TRIBUNE

CASPER STAR TRIBUNE	City Clerk	July 6 Council Meeting Minutes Publication	\$708.00
<i>CASPER STAR TRIBUNE - Total For City Clerk</i>			<i>\$708.00</i>
CASPER STAR TRIBUNE	Police Records	NEWS DEALERS AND NEWSSTANDS	\$561.04
<i>CASPER STAR TRIBUNE - Total For Police Records</i>			<i>\$561.04</i>
CASPER STAR TRIBUNE	Water Distribution	LEGAL AD	\$146.32
<i>CASPER STAR TRIBUNE - Total For Water Distribution</i>			<i>\$146.32</i>
CASPER STAR TRIBUNE - ALL DEPARTMENTS			\$1,415.36

CASPER STAR-TRIBUNE,

CASPER STAR-TRIBUNE,	Refuse - Residential	Advertising - transport truck	\$140.56
CASPER STAR-TRIBUNE,	Refuse - Residential	Advertising - container truck	\$146.32
CASPER STAR-TRIBUNE,	Refuse - Residential	Advertising - one ton truck	\$152.08
CASPER STAR-TRIBUNE,	Refuse - Residential	Advertising - sideload	\$143.44
CASPER STAR-TRIBUNE,	Refuse - Residential	Advertising - forklift	\$143.44
<i>CASPER STAR-TRIBUNE, - Total For Refuse - Residential</i>			<i>\$725.84</i>
CASPER STAR-TRIBUNE,	Regional Water Operations	Advertising notice	\$86.36
CASPER STAR-TRIBUNE,	Regional Water Operations	Advertising notice	\$49.86
<i>CASPER STAR-TRIBUNE, - Total For Regional Water Operations</i>			<i>\$136.22</i>
CASPER STAR-TRIBUNE,	Water Distribution	Advertising - CPU Hyd Truck	\$160.40
<i>CASPER STAR-TRIBUNE, - Total For Water Distribution</i>			<i>\$160.40</i>
CASPER STAR-TRIBUNE, - ALL DEPARTMENTS			\$1,022.46

CASPER TIRE

CASPER TIRE	Fleet Maintenance Fund	Tires	\$510.00
CASPER TIRE	Fleet Maintenance Fund	Flat repair	\$15.00
CASPER TIRE	Fleet Maintenance Fund	Flat repair	\$15.00
CASPER TIRE	Fleet Maintenance Fund	Tires	\$350.00
CASPER TIRE	Fleet Maintenance Fund	Tires	\$350.00
CASPER TIRE	Fleet Maintenance Fund	Tire	\$250.00
<i>CASPER TIRE - Total For Fleet Maintenance Fund</i>			<i>\$1,490.00</i>
CASPER TIRE	Refuse - Residential	Flat repair	\$35.00
CASPER TIRE	Refuse - Residential	Flat repair	\$35.00

CASPER TIRE	Refuse - Residential	Flat repair	\$35.00
CASPER TIRE	Refuse - Residential	Flat repair	\$35.00
CASPER TIRE	Refuse - Residential	Flat repair	\$35.00
CASPER TIRE	Refuse - Residential	Flat repair	\$35.00

CASPER TIRE - Total For Refuse - Residential \$210.00

CASPER TIRE - ALL DEPARTMENTS **\$1,700.00**

CASPER WINNELSON CO

CASPER WINNELSON CO	Buildings & Structures Fund	Plumbing repair parts for Solid Waste	\$25.60
CASPER WINNELSON CO	Buildings & Structures Fund	Plumbing repair supplies for Fire Station 3	\$14.07
CASPER WINNELSON CO	Buildings & Structures Fund	Supplies to install new ice maker at Ice Arena	\$64.12
CASPER WINNELSON CO	Buildings & Structures Fund	Hot tub repair parts for Aquatics Center	\$42.19
CASPER WINNELSON CO	Buildings & Structures Fund	Plumbing repair parts for Solid Waste	\$157.43
CASPER WINNELSON CO	Buildings & Structures Fund	Plumbing repair parts for Solid Waste	\$71.91
CASPER WINNELSON CO	Buildings & Structures Fund	Repair parts for Mike Sedar Pool	\$109.56

CASPER WINNELSON CO - Total For Buildings & Structures Fund \$484.88

CASPER WINNELSON CO - ALL DEPARTMENTS **\$484.88**

CASPER-ALCOVA IRRIGA

CASPER-ALCOVA IRRIGA	Water Tanks	Assessments Facilities Maintenance	\$78,326.19
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CASPER-ALCOVA IRRIGA - Total For Water Tanks \$78,326.19

CASPER-ALCOVA IRRIGA - ALL DEPARTMENTS **\$78,326.19**

CENTRAL TRUCK & DIES

CENTRAL TRUCK & DIES	Fleet Maintenance Fund	Equipment repairs	\$1,826.36
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CENTRAL TRUCK & DIES - Total For Fleet Maintenance Fund \$1,826.36

CENTRAL TRUCK & DIES - ALL DEPARTMENTS **\$1,826.36**

CENTURYLINK

CENTURYLINK	Aquatics - Operations	Acct #P-307-111-9950 456M	\$25.67
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CENTURYLINK - Total For Aquatics - Operations \$25.67

CENTURYLINK	Balefill - Disposal & Landfill	Acct #P-307-111-9950 456M	\$82.58
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CENTURYLINK - Total For Balefill - Disposal & Landfill \$82.58

CENTURYLINK	Buildings & Structures Fund	Acct #P-307-111-9950 456M	\$15.54
<i>CENTURYLINK - Total For Buildings & Structures Fund</i>			<i>\$15.54</i>
CENTURYLINK	Cemetery	Acct #P-307-111-9950 456M	\$15.54
<i>CENTURYLINK - Total For Cemetery</i>			<i>\$15.54</i>
CENTURYLINK	City Attorney	Acct #P-307-111-9950 456M	\$56.74
<i>CENTURYLINK - Total For City Attorney</i>			<i>\$56.74</i>
CENTURYLINK	City Council	Acct #P-307-111-9950 456M	\$15.54
<i>CENTURYLINK - Total For City Council</i>			<i>\$15.54</i>
CENTURYLINK	City Hall	Acct #P-307-111-9950 456M	\$10.30
<i>CENTURYLINK - Total For City Hall</i>			<i>\$10.30</i>
CENTURYLINK	City Manager	Acct #P-307-111-9950 456M	\$36.14
<i>CENTURYLINK - Total For City Manager</i>			<i>\$36.14</i>
CENTURYLINK	Code Enforcement	Acct #P-307-111-9950 456M	\$72.28
<i>CENTURYLINK - Total For Code Enforcement</i>			<i>\$72.28</i>
CENTURYLINK	Customer Service	Acct #P-307-111-9950 456M	\$36.14
<i>CENTURYLINK - Total For Customer Service</i>			<i>\$36.14</i>
CENTURYLINK	Engineering	Acct #P-307-111-9950 456M	\$72.28
<i>CENTURYLINK - Total For Engineering</i>			<i>\$72.28</i>
CENTURYLINK	Finance	Acct #P-307-111-9950 456M	\$82.58
<i>CENTURYLINK - Total For Finance</i>			<i>\$82.58</i>
CENTURYLINK	Fire-EMS Administration	Acct #P-307-111-5104 106M	\$1,196.82
CENTURYLINK	Fire-EMS Administration	Acct #71332709	\$285.59
CENTURYLINK	Fire-EMS Administration	Acct #307-432-1300 572B	\$499.05
CENTURYLINK	Fire-EMS Administration	Acct #P-307-111-9950 456M	\$103.19
<i>CENTURYLINK - Total For Fire-EMS Administration</i>			<i>\$2,084.65</i>
CENTURYLINK	Fleet Maintenance Fund	Acct #P-307-111-9950 456M	\$67.05
<i>CENTURYLINK - Total For Fleet Maintenance Fund</i>			<i>\$67.05</i>
CENTURYLINK	Ft. Caspar Museum	Acct #P-307-111-9950 456M	\$15.54
<i>CENTURYLINK - Total For Ft. Caspar Museum</i>			<i>\$15.54</i>
CENTURYLINK	Golf - Operations	Acct #P-307-111-9950 456M	\$15.54
<i>CENTURYLINK - Total For Golf - Operations</i>			<i>\$15.54</i>
CENTURYLINK	Hogadon - Operations	Acct #P-307-111-9950 456M	\$51.51
<i>CENTURYLINK - Total For Hogadon - Operations</i>			<i>\$51.51</i>
CENTURYLINK	Human Resources	Acct #P-307-111-9950 456M	\$25.84
<i>CENTURYLINK - Total For Human Resources</i>			<i>\$25.84</i>
CENTURYLINK	Ice Arena - Operations	Acct #307-235-7540 740B	\$44.27

CENTURYLINK	Ice Arena - Operations	Acct #P-307-111-9950 456M	\$20.60
<i>CENTURYLINK - Total For Ice Arena - Operations</i>			<i>\$64.87</i>
CENTURYLINK	Information Services	Acct #P-307-111-9950 456M	\$82.58
<i>CENTURYLINK - Total For Information Services</i>			<i>\$82.58</i>
CENTURYLINK	Metro Animal Shelter	Acct #P-307-234-8116 403M	\$155.64
CENTURYLINK	Metro Animal Shelter	Acct #P-307-111-9950 456M	\$15.54
<i>CENTURYLINK - Total For Metro Animal Shelter</i>			<i>\$171.18</i>
CENTURYLINK	Municipal Court	Acct #307-234-6291 349B	\$26.61
CENTURYLINK	Municipal Court	Acct #P-307-111-9950 456M	\$56.74
<i>CENTURYLINK - Total For Municipal Court</i>			<i>\$83.35</i>
CENTURYLINK	Parks - Parks Maint.	Acct #P-307-111-9950 456M	\$56.74
<i>CENTURYLINK - Total For Parks - Parks Maint.</i>			<i>\$56.74</i>
CENTURYLINK	Planning	Acct #P-307-111-9950 456M	\$51.51
<i>CENTURYLINK - Total For Planning</i>			<i>\$51.51</i>
CENTURYLINK	Police Administration	Acct #P-307-111-5103 060M	\$380.28
CENTURYLINK	Police Administration	Acct #P-307-111-9950 456M	\$319.70
<i>CENTURYLINK - Total For Police Administration</i>			<i>\$699.98</i>
CENTURYLINK	Public Safety Communication	Acct #P-307-111-9950 456M	\$10.30
CENTURYLINK	Public Safety Communication	Acct #P-307-111-5107 160M	\$11,000.29
CENTURYLINK	Public Safety Communication	Acct #307-235-7592 537B	\$184.28
<i>CENTURYLINK - Total For Public Safety Communications</i>			<i>\$11,194.87</i>
CENTURYLINK	Rec Center - Operations	Acct #P-307-111-9950 456M	\$41.21
CENTURYLINK	Rec Center - Operations	Acct #P-307-111-5114 622M	\$316.13
<i>CENTURYLINK - Total For Rec Center - Operations</i>			<i>\$357.34</i>
CENTURYLINK	Regional Water Operations	Acct #P-307-111-9950 456M	\$20.60
<i>CENTURYLINK - Total For Regional Water Operations</i>			<i>\$20.60</i>
CENTURYLINK	Risk Management	Acct #P-307-111-9950 456M	\$15.55
<i>CENTURYLINK - Total For Risk Management</i>			<i>\$15.55</i>
CENTURYLINK	Sewer Wastewater Collection	Acct #307-234-6303 407B	\$62.22
CENTURYLINK	Sewer Wastewater Collection	Acct #P-307-111-9950 456M	\$10.30
CENTURYLINK	Sewer Wastewater Collection	Acct #307-234-6303 407B	\$75.51
CENTURYLINK	Sewer Wastewater Collection	Acct #307-472-1129 839B	\$24.60
CENTURYLINK	Sewer Wastewater Collection	Acct #307-472-1129 839B	\$54.06
<i>CENTURYLINK - Total For Sewer Wastewater Collection</i>			<i>\$226.69</i>
CENTURYLINK	Streets	Acct #P-307-111-9950 456M	\$36.14
<i>CENTURYLINK - Total For Streets</i>			<i>\$36.14</i>

CENTURYLINK	Water Administration	Acct #P-307-111-9950 456M	\$20.60
<i>CENTURYLINK - Total For Water Administration</i>			\$20.60
CENTURYLINK	Water Distribution	Acct #P-307-111-9950 456M	\$15.54
<i>CENTURYLINK - Total For Water Distribution</i>			\$15.54
CENTURYLINK	Water Meters	Acct #P-307-111-9950 456M	\$30.74
<i>CENTURYLINK - Total For Water Meters</i>			\$30.74
CENTURYLINK	WWTP Operations	Acct #P-307-111-513 619M	\$324.25
CENTURYLINK	WWTP Operations	Acct #P-307-111-9950 456M	\$30.91
<i>CENTURYLINK - Total For WWTP Operations</i>			\$355.16
CENTURYLINK - ALL DEPARTMENTS			\$16,264.90

CHARTER COMMUNICATIO

CHARTER COMMUNICATIO	Public Safety Communication CABLE, SATELLITE & OTHER PAY TV/RADIO SE		\$210.93
<i>CHARTER COMMUNICATIO - Total For Public Safety Communications</i>			\$210.93
CHARTER COMMUNICATIO - ALL DEPARTMENTS			\$210.93

CI TECHNOLOGIES INC

CI TECHNOLOGIES INC	Police Administration	Software annual maintenance renewal	\$1,948.38
<i>CI TECHNOLOGIES INC - Total For Police Administration</i>			\$1,948.38
CI TECHNOLOGIES INC - ALL DEPARTMENTS			\$1,948.38

CITIZEN PAYMENT

CITIZEN PAYMENT	General Fund Revenue	Payment on Ft Caspar - Inv #159458	\$234.00
<i>CITIZEN PAYMENT - Total For General Fund Revenue</i>			\$234.00
CITIZEN PAYMENT - ALL DEPARTMENTS			\$234.00

CITY OF CASPER

CITY OF CASPER	Metro Animal Shelter	June 2021 PSCC user charges	\$5,660.49
<i>CITY OF CASPER - Total For Metro Animal Shelter</i>			\$5,660.49
CITY OF CASPER	Metropolitan Planning Org	GIS-Interdepartmental Services	\$6,641.05
CITY OF CASPER	Metropolitan Planning Org	GIS-Interdepartmental Services	\$6,713.08
<i>CITY OF CASPER - Total For Metropolitan Planning Org</i>			\$13,354.13
CITY OF CASPER	Police Administration	Pickup landfill	\$18.00

<i>CITY OF CASPER - Total For Police Administration</i>			<i>\$18.00</i>
CITY OF CASPER	Public Transit - CARES Act	June 2021 CATC fuel/workorder charge	\$28,611.47
<i>CITY OF CASPER - Total For Public Transit - CARES Act</i>			<i>\$28,611.47</i>
CITY OF CASPER	Refuse - Residential	Garbage baler, park trash, cardboard/newspaper	\$7,791.51
CITY OF CASPER	Refuse - Residential	Garbage baler, recycle cardboard	\$581.94
CITY OF CASPER	Refuse - Residential	Garbage baler, park trash, recycled newspaper	\$6,856.08
CITY OF CASPER	Refuse - Residential	Garbage baler, recycle cardboard, park trash	\$6,692.29
CITY OF CASPER	Refuse - Residential	Garbage baler, park trash, cardboard/newspaper	\$7,262.04
CITY OF CASPER	Refuse - Residential	Garbage baler, park trash, cardboard/newspaper	\$7,052.14
CITY OF CASPER	Refuse - Residential	Garbage baler, recycle cardboard	\$476.47
CITY OF CASPER	Refuse - Residential	Garbage baler, park trash, newspaper/cardboard	\$7,244.00
CITY OF CASPER	Refuse - Residential	Garbage baler, park trash, cardboard/newspaper	\$8,251.55
CITY OF CASPER	Refuse - Residential	Garbage baler, park trash, recycled cardboard	\$7,387.12
CITY OF CASPER	Refuse - Residential	Garbage baler, park trash, recycle cardboard	\$6,727.82
CITY OF CASPER	Refuse - Residential	Garbage baler, park trash, cardboard/newspaper	\$7,957.93
CITY OF CASPER	Refuse - Residential	Garbage baler, recycle cardboard	\$572.40
CITY OF CASPER	Refuse - Residential	Garbage baler, park trash, cardboard/newspaper	\$7,062.74
CITY OF CASPER	Refuse - Residential	Garbage baler, park trash, recycle cardboard	\$7,035.73
CITY OF CASPER	Refuse - Residential	Garbage baler, park trash, recycled cardboard	\$7,268.40
<i>CITY OF CASPER - Total For Refuse - Residential</i>			<i>\$96,220.16</i>
CITY OF CASPER	Regional Water Operations	Electronic waste	\$200.00
<i>CITY OF CASPER - Total For Regional Water Operations</i>			<i>\$200.00</i>
CITY OF CASPER - ALL DEPARTMENTS			\$144,064.25

CLEVELAND GOLF

CLEVELAND GOLF	Golf	Inventory- Golf	\$1,731.30
<i>CLEVELAND GOLF - Total For Golf</i>			<i>\$1,731.30</i>
CLEVELAND GOLF - ALL DEPARTMENTS			\$1,731.30

CMI TECO, INC.

CMI TECO, INC.	Fleet Maintenance Fund	Equipment repairs	\$387.73
CMI TECO, INC.	Fleet Maintenance Fund	Equipment repair	\$725.24
<i>CMI TECO, INC. - Total For Fleet Maintenance Fund</i>			<i>\$1,112.97</i>
CMI TECO, INC.	Refuse - Commercial	Roller assembly	\$992.02

CMI TECO, INC.	Refuse - Commercial	Cancellation fees	\$1,500.00
CMI TECO, INC.	Refuse - Commercial	Equipment repair	\$7,598.20
CMI TECO, INC.	Refuse - Commercial	Equipment repair	\$2,063.75
CMI TECO, INC.	Refuse - Commercial	Equipment repair	\$34,675.52
<i>CMI TECO, INC. - Total For Refuse - Commercial</i>			<i>\$46,829.49</i>
CMI TECO, INC.	Refuse - Residential	Equipment repairs	\$950.15
CMI TECO, INC.	Refuse - Residential	Cancellation fees	\$1,500.00
CMI TECO, INC.	Refuse - Residential	Equipment repair	\$4,374.41
<i>CMI TECO, INC. - Total For Refuse - Residential</i>			<i>\$6,824.56</i>
CMI TECO, INC. - ALL DEPARTMENTS			\$54,767.02

COASTAL CHEMICAL CO

COASTAL CHEMICAL CO	Regional Water Operations	Fuel	\$118.70
<i>COASTAL CHEMICAL CO - Total For Regional Water Operations</i>			<i>\$118.70</i>
COASTAL CHEMICAL CO - ALL DEPARTMENTS			\$118.70

COBRA-PUMA GOLF INC

COBRA-PUMA GOLF INC	Golf	Inventory- Golf	\$891.64
<i>COBRA-PUMA GOLF INC - Total For Golf</i>			<i>\$891.64</i>
COBRA-PUMA GOLF INC - ALL DEPARTMENTS			\$891.64

COLLECTION CENTER IN

COLLECTION CENTER IN	Refuse - Residential	Collection service	\$110.70
<i>COLLECTION CENTER IN - Total For Refuse - Residential</i>			<i>\$110.70</i>
COLLECTION CENTER IN	Sewer Administration	Collection service	\$84.12
<i>COLLECTION CENTER IN - Total For Sewer Administration</i>			<i>\$84.12</i>
COLLECTION CENTER IN	Water Administration	Collection service	\$247.96
<i>COLLECTION CENTER IN - Total For Water Administration</i>			<i>\$247.96</i>
COLLECTION CENTER IN - ALL DEPARTMENTS			\$442.78

COMMUNICATION TECHNO

COMMUNICATION TECHNO	Fleet Maintenance Fund	70789 RADIO INSTALL	\$267.33
COMMUNICATION TECHNO	Fleet Maintenance Fund	Amp breaker, supplies	\$465.36

<i>COMMUNICATION TECHNO - Total For Fleet Maintenance Fund</i>			<i>\$732.69</i>
COMMUNICATION TECHNO	Metro Animal Control	Camera testing	\$51.50
<i>COMMUNICATION TECHNO - Total For Metro Animal Control</i>			<i>\$51.50</i>
COMMUNICATION TECHNO	Police Administration	Replace cradle point antenna	\$103.00
COMMUNICATION TECHNO	Police Administration	Repair siren/PA	\$257.50
<i>COMMUNICATION TECHNO - Total For Police Administration</i>			<i>\$360.50</i>
COMMUNICATION TECHNO - ALL DEPARTMENTS			\$1,144.69

COMTRONIX, INC.

COMTRONIX, INC.	Cemetery	Annual fire alarm inspection / replace batteries	\$216.00
<i>COMTRONIX, INC. - Total For Cemetery</i>			<i>\$216.00</i>
COMTRONIX, INC.	Golf - Operations	July 2021 thru Sept 2021 fire alarm system/mon	\$183.00
COMTRONIX, INC.	Golf - Operations	June 2021 fire alarm system	\$360.00
<i>COMTRONIX, INC. - Total For Golf - Operations</i>			<i>\$543.00</i>
COMTRONIX, INC. - ALL DEPARTMENTS			\$759.00

CONOCO - TA RAWLINS

CONOCO - TA RAWLINS	Police Career Services	AUTOMATED FUEL DISPENSERS	\$35.75
<i>CONOCO - TA RAWLINS - Total For Police Career Services</i>			<i>\$35.75</i>
CONOCO - TA RAWLINS - ALL DEPARTMENTS			\$35.75

CONVERGEONE

CONVERGEONE	Public Safety Communication	VMWare Maintenance annual renewal	\$5,214.36
<i>CONVERGEONE - Total For Public Safety Communications</i>			<i>\$5,214.36</i>
CONVERGEONE - ALL DEPARTMENTS			\$5,214.36

CPS DISTRIBUTORS

CPS DISTRIBUTORS	Balefill - Disposal & Landfill	SPRINKLER RISERS PINE TREE AREA	\$70.50
<i>CPS DISTRIBUTORS - Total For Balefill - Disposal & Landfill</i>			<i>\$70.50</i>
CPS DISTRIBUTORS	Cemetery	CONSTRUCTION MATERIALS CPS MULCH CEMET	\$26.07
CPS DISTRIBUTORS	Cemetery	CONSTRUCTION MATERIALS MULCH DOWN TO	\$47.68
<i>CPS DISTRIBUTORS - Total For Cemetery</i>			<i>\$73.75</i>
CPS DISTRIBUTORS	Golf - Operations	Box of I-25 sprinkler heads, parts to fix leak on	\$436.23

CPS DISTRIBUTORS - Total For Golf - Operations \$436.23

CPS DISTRIBUTORS - ALL DEPARTMENTS \$580.48

CPU IIT

CPU IIT Balefill - Disposal & Landfill Technology Items (computers, software, and ne \$388.00

CPU IIT - Total For Balefill - Disposal & Landfill \$388.00

CPU IIT Code Enforcement Blue Beam Set Up for the Building Department \$1,165.15

CPU IIT - Total For Code Enforcement \$1,165.15

CPU IIT Customer Service MP FEEDER KIT FOR HP LASERJET M4555 \$9.00

CPU IIT - Total For Customer Service \$9.00

CPU IIT Finance MP FEEDER KIT FOR HP LASERJET M4555 \$9.00

CPU IIT - Total For Finance \$9.00

CPU IIT Fire-EMS Administration Technology Items (computers, software, and ne \$2,946.05

CPU IIT Fire-EMS Administration Technology Items (computers, software, and ne \$862.00

CPU IIT - Total For Fire-EMS Administration \$3,808.05

CPU IIT Ft. Caspar Museum Surge protector for security computer \$88.40

CPU IIT - Total For Ft. Caspar Museum \$88.40

CPU IIT Health Insurance Fund MP FEEDER KIT FOR HP LASERJET M4555 \$9.00

CPU IIT - Total For Health Insurance Fund \$9.00

CPU IIT Human Resources MP FEEDER KIT FOR HP LASERJET M4555 \$9.00

CPU IIT - Total For Human Resources \$9.00

CPU IIT Municipal Court HP ProBook 15" Notebook with Monitors \$1,594.00

CPU IIT - Total For Municipal Court \$1,594.00

CPU IIT Police Administration MS Surface for Lt. Mattila \$2,594.00

CPU IIT - Total For Police Administration \$2,594.00

CPU IIT Rec Center - Operations new laptop for training at Recreation \$987.00

CPU IIT Rec Center - Operations Technology Items (computers, software, and ne \$190.00

CPU IIT - Total For Rec Center - Operations \$1,177.00

CPU IIT Risk Management MP FEEDER KIT FOR HP LASERJET M4555 \$9.00

CPU IIT - Total For Risk Management \$9.00

CPU IIT - ALL DEPARTMENTS \$10,859.60

CRUM ELECTRIC SUPPLY

CRUM ELECTRIC SUPPLY Buildings & Structures Fund Electrical repair parts for City Center Building \$90.50

<i>CRUM ELECTRIC SUPPLY - Total For Buildings & Structures Fund</i>			<i>\$90.50</i>
CRUM ELECTRIC SUPPLY	Water Tanks	PRATT ROOF VENT REPLACEMENT	\$69.03
<i>CRUM ELECTRIC SUPPLY - Total For Water Tanks</i>			<i>\$69.03</i>
CRUM ELECTRIC SUPPLY	WWTP Operations	Starter	\$629.20
CRUM ELECTRIC SUPPLY	WWTP Operations	Multimeter	\$932.68
<i>CRUM ELECTRIC SUPPLY - Total For WWTP Operations</i>			<i>\$1,561.88</i>
CRUM ELECTRIC SUPPLY - ALL DEPARTMENTS			\$1,721.41

DANA KEPNER CO. OF W

DANA KEPNER CO. OF W	Water Distribution	Inventory parts	\$856.00
DANA KEPNER CO. OF W	Water Distribution	Inventory parts	\$5,014.00
DANA KEPNER CO. OF W	Water Distribution	Maintenance supplies	\$839.90
DANA KEPNER CO. OF W	Water Distribution	Inventory parts	\$721.00
DANA KEPNER CO. OF W	Water Distribution	Inventory parts	\$806.16
DANA KEPNER CO. OF W	Water Distribution	Chlorine tablets	\$55.00
DANA KEPNER CO. OF W	Water Distribution	Inventory parts	\$268.00
DANA KEPNER CO. OF W	Water Distribution	Inventory parts	\$13,462.45
DANA KEPNER CO. OF W	Water Distribution	Maintenance supplies	\$88.00
DANA KEPNER CO. OF W	Water Distribution	Maintenance supplies	\$181.24
DANA KEPNER CO. OF W	Water Distribution	Maintenance supplies	\$233.23
DANA KEPNER CO. OF W	Water Distribution	Inventory parts	\$4,201.50
<i>DANA KEPNER CO. OF W - Total For Water Distribution</i>			<i>\$26,726.48</i>
DANA KEPNER CO. OF W - ALL DEPARTMENTS			\$26,726.48

DANA KEPNER COMPANY

DANA KEPNER COMPANY	RWS - Booster Stations	Pilot repair kit	\$423.50
<i>DANA KEPNER COMPANY - Total For RWS - Booster Stations</i>			<i>\$423.50</i>
DANA KEPNER COMPANY - ALL DEPARTMENTS			\$423.50

DAWSON INFRASTRUCTUR

DAWSON INFRASTRUCTUR	Sewer Wastewater Collection shipping for skids		\$27.95
<i>DAWSON INFRASTRUCTUR - Total For Sewer Wastewater Collection</i>			<i>\$27.95</i>

DAWSON INFRASTRUCTUR - ALL DEPARTMENTS \$27.95

DECKER AUTO GLASS, I

DECKER AUTO GLASS, I Fleet Maintenance Fund Windshield repair \$254.09

DECKER AUTO GLASS, I - Total For Fleet Maintenance Fund \$254.09

DECKER AUTO GLASS, I - ALL DEPARTMENTS \$254.09

DELL MARKETING LP

DELL MARKETING LP Information Services Link Email Licenses \$513.54

DELL MARKETING LP - Total For Information Services \$513.54

DELL MARKETING LP - ALL DEPARTMENTS \$513.54

DISCOUNTMUGS.COM

DISCOUNTMUGS.COM Human Resources ORIENTATION - CITY OF CASPER WATER BOTTLE \$418.95

DISCOUNTMUGS.COM - Total For Human Resources \$418.95

DISCOUNTMUGS.COM - ALL DEPARTMENTS \$418.95

DISPLAYS2GO

DISPLAYS2GO Code Enforcement DURABLE GOODS,NOT ELSEWHERE CLASSIFIED \$228.93

DISPLAYS2GO - Total For Code Enforcement \$228.93

DISPLAYS2GO - ALL DEPARTMENTS \$228.93

DPC INDUSTRIES, INC.

DPC INDUSTRIES, INC. Regional Water Operations Sodium Hypochlorite 737002697-21 \$7,576.80

DPC INDUSTRIES, INC. - Total For Regional Water Operations \$7,576.80

DPC INDUSTRIES, INC. - ALL DEPARTMENTS \$7,576.80

E & F TOWING TRANSPO

E & F TOWING TRANSPO Fleet Maintenance Fund Vehicle towing \$75.00

E & F TOWING TRANSPO - Total For Fleet Maintenance Fund \$75.00

E & F TOWING TRANSPO Police Investigations Vehicle towing \$60.00

E & F TOWING TRANSPO - Total For Police Investigations \$60.00

E & F TOWING TRANSPO - ALL DEPARTMENTS \$135.00

EATON SALES & SVC.,

EATON SALES & SVC., Balefill - Disposal & Landfill Fuel dispenser repair \$416.18

EATON SALES & SVC., - Total For Balefill - Disposal & Landfill \$416.18

EATON SALES & SVC., - ALL DEPARTMENTS \$416.18

EMBASSY SUITES

EMBASSY SUITES Police Career Services EMBASSY SUITES \$728.45

EMBASSY SUITES - Total For Police Career Services \$728.45

EMBASSY SUITES - ALL DEPARTMENTS \$728.45

EMPLOYEE REIMBURSEME

EMPLOYEE REIMBURSEME Buildings & Structures Fund Safety boot allowance \$110.69

EMPLOYEE REIMBURSEME - Total For Buildings & Structures Fund \$110.69

EMPLOYEE REIMBURSEME Fleet Maintenance Fund Tool allotment reimbursement \$800.00

EMPLOYEE REIMBURSEME - Total For Fleet Maintenance Fund \$800.00

EMPLOYEE REIMBURSEME Planning Reimbursement - quarterly Rotary dues \$214.50

EMPLOYEE REIMBURSEME - Total For Planning \$214.50

EMPLOYEE REIMBURSEME Refuse - Residential Steel toe work boot reimbursement \$110.69

EMPLOYEE REIMBURSEME Refuse - Residential Steel toe work boot reimbursement \$108.89

EMPLOYEE REIMBURSEME - Total For Refuse - Residential \$219.58

EMPLOYEE REIMBURSEME Streets Work boot reimbursement \$150.00

EMPLOYEE REIMBURSEME - Total For Streets \$150.00

EMPLOYEE REIMBURSEME - ALL DEPARTMENTS \$1,494.77

ENERGY LABRATORIES I

ENERGY LABRATORIES I Regional Water Operations Aerobic endospores testing \$306.00

ENERGY LABRATORIES I Regional Water Operations Metals/Anions/Cyanide/Mercury/Nitrogen testi \$774.00

ENERGY LABRATORIES I Regional Water Operations Aerobic endospores testing \$306.00

ENERGY LABRATORIES I Regional Water Operations Alkalinity Carbon, Total Organic testing \$84.00

ENERGY LABRATORIES I Regional Water Operations Carbon, Total Organic testing \$57.00

ENERGY LABRATORIES I	Regional Water Operations	Solids, total suspended testing	\$22.00
ENERGY LABRATORIES I	Regional Water Operations	Bacteria, public water supply testing	\$22.00
ENERGY LABRATORIES I	Regional Water Operations	Aerobic endospores testing	\$306.00
<i>ENERGY LABRATORIES I - Total For Regional Water Operations</i>			<i>\$1,877.00</i>
ENERGY LABRATORIES I	Water Tanks	Bacteria, Public water supply testing	\$374.00
ENERGY LABRATORIES I	Water Tanks	Bacteria, SDWA testing	\$126.00
ENERGY LABRATORIES I	Water Tanks	Bacteria, SDWA testing	\$84.00
ENERGY LABRATORIES I	Water Tanks	Bacteria, Public Water Supply testing	\$330.00
ENERGY LABRATORIES I	Water Tanks	Bacteria, SDWA testing	\$42.00
ENERGY LABRATORIES I	Water Tanks	Bacteria, SDWA testing	\$84.00
ENERGY LABRATORIES I	Water Tanks	Bacteria, SDWA testing	\$126.00
ENERGY LABRATORIES I	Water Tanks	Bacteria, SDWA testing	\$126.00
ENERGY LABRATORIES I	Water Tanks	Bacteria, public water supply testing	\$374.00
ENERGY LABRATORIES I	Water Tanks	Bacteria, SDWA testing	\$66.00
ENERGY LABRATORIES I	Water Tanks	Bacteria, SDWA testing	\$126.00
ENERGY LABRATORIES I	Water Tanks	Bacteria, SDWA testing	\$42.00
<i>ENERGY LABRATORIES I - Total For Water Tanks</i>			<i>\$1,900.00</i>
ENERGY LABRATORIES I - ALL DEPARTMENTS			\$3,777.00

ENGINEERING DESIGN A

ENGINEERING DESIGN A	Capital Projects Fund	Design & CA Senior Center Air	\$4,487.50
<i>ENGINEERING DESIGN A - Total For Capital Projects Fund</i>			<i>\$4,487.50</i>
ENGINEERING DESIGN A - ALL DEPARTMENTS			\$4,487.50

EXPRESS SERVICES INC

EXPRESS SERVICES INC	City Attorney	Temp service	\$322.83
EXPRESS SERVICES INC	City Attorney	Temp service	\$607.68
EXPRESS SERVICES INC	City Attorney	Temp service	\$810.24
EXPRESS SERVICES INC	City Attorney	Temp service	\$607.68
<i>EXPRESS SERVICES INC - Total For City Attorney</i>			<i>\$2,348.43</i>
EXPRESS SERVICES INC	Planning	Temp service	\$810.24
EXPRESS SERVICES INC	Planning	Temp service	\$607.68
EXPRESS SERVICES INC	Planning	Temp service	\$1,012.80
EXPRESS SERVICES INC	Planning	Temp service	\$810.24

EXPRESS SERVICES INC	Planning	Temp service	\$1,012.80
EXPRESS SERVICES INC	Planning	Temp service	\$1,012.80
<i>EXPRESS SERVICES INC - Total For Planning</i>			<i>\$5,266.56</i>
EXPRESS SERVICES INC - ALL DEPARTMENTS			\$7,614.99

FACEBK JTQAY43KH2

FACEBK JTQAY43KH2	Sewer Stormwater	ADVERTISING SERVICES	\$9.97
<i>FACEBK JTQAY43KH2 - Total For Sewer Stormwater</i>			<i>\$9.97</i>
FACEBK JTQAY43KH2 - ALL DEPARTMENTS			\$9.97

FACEBK UJ2U74PU72

FACEBK UJ2U74PU72	Ft. Caspar Museum	Facebook boosting	\$16.00
<i>FACEBK UJ2U74PU72 - Total For Ft. Caspar Museum</i>			<i>\$16.00</i>
FACEBK UJ2U74PU72 - ALL DEPARTMENTS			\$16.00

FARMER BROTHERS CO

FARMER BROTHERS CO	Balefill - Disposal & Landfill	Office supplies	\$212.60
<i>FARMER BROTHERS CO - Total For Balefill - Disposal & Landfill</i>			<i>\$212.60</i>
FARMER BROTHERS CO - ALL DEPARTMENTS			\$212.60

FBI LEEDA INC

FBI LEEDA INC	Police Career Services	CHARITABLE AND SOCIAL SERVICE ORGANIZATI	\$695.00
<i>FBI LEEDA INC - Total For Police Career Services</i>			<i>\$695.00</i>
FBI LEEDA INC - ALL DEPARTMENTS			\$695.00

FEDEX 81684249

FEDEX 81684249	Police Records	COURIER SERVICES-AIR OR GROUND,FREIGHT F	\$71.01
<i>FEDEX 81684249 - Total For Police Records</i>			<i>\$71.01</i>
FEDEX 81684249 - ALL DEPARTMENTS			\$71.01

FEDEX 81684715

FEDEX 81684715	Police Records	COURIER SERVICES-AIR OR GROUND,FREIGHT F	\$46.92
<i>FEDEX 81684715 - Total For Police Records</i>			\$46.92
FEDEX 81684715 - ALL DEPARTMENTS			\$46.92

FEDEX OFFIC942000094

FEDEX OFFIC942000094	Balefill - Disposal & Landfill	COPY OF 2013 CRL ANNUAL REPORT	\$164.24
<i>FEDEX OFFIC942000094 - Total For Balefill - Disposal & Landfill</i>			\$164.24
FEDEX OFFIC942000094 - ALL DEPARTMENTS			\$164.24

FERGUSON ENTERPRISES

FERGUSON ENTERPRISES	Regional Water Operations	Plug for decant check valves	\$7.07
FERGUSON ENTERPRISES	Regional Water Operations	safety shower plumbing materials	\$369.00
FERGUSON ENTERPRISES	Regional Water Operations	Fittings for SWHSP	\$13.94
<i>FERGUSON ENTERPRISES - Total For Regional Water Operations</i>			\$390.01
FERGUSON ENTERPRISES	RWS - Booster Stations	FLEXIBLE DISC CHECK VALVE - WARDWELL BOOS	\$574.65
<i>FERGUSON ENTERPRISES - Total For RWS - Booster Stations</i>			\$574.65
FERGUSON ENTERPRISES	Water Distribution	Clay Shear Guard Kits	\$275.53
<i>FERGUSON ENTERPRISES - Total For Water Distribution</i>			\$275.53
FERGUSON ENTERPRISES - ALL DEPARTMENTS			\$1,240.19

FIRST DATA MERCHANT

FIRST DATA MERCHANT	Code Enforcement	May 2021 fee	\$19.95
<i>FIRST DATA MERCHANT - Total For Code Enforcement</i>			\$19.95
FIRST DATA MERCHANT	Metro Animal Shelter	May 2021 fee	\$19.95
<i>FIRST DATA MERCHANT - Total For Metro Animal Shelter</i>			\$19.95
FIRST DATA MERCHANT - ALL DEPARTMENTS			\$39.90

FIRST VETERINARY SUP

FIRST VETERINARY SUP	Metro Animal Shelter	Veterinary - medicine	\$147.44
<i>FIRST VETERINARY SUP - Total For Metro Animal Shelter</i>			\$147.44
FIRST VETERINARY SUP - ALL DEPARTMENTS			\$147.44

FIVE TRAILS ROTARY C

FIVE TRAILS ROTARY C	City Clerk	July 1 - December 31, 2021 Dues	\$350.00
<i>FIVE TRAILS ROTARY C - Total For City Clerk</i>			<i>\$350.00</i>
FIVE TRAILS ROTARY C - ALL DEPARTMENTS			\$350.00

FOREMANS QUALITY MAC

FOREMANS QUALITY MAC	WWTP Operations	Assess pump shaft	\$101.75
<i>FOREMANS QUALITY MAC - Total For WWTP Operations</i>			<i>\$101.75</i>
FOREMANS QUALITY MAC - ALL DEPARTMENTS			\$101.75

FREMONT MOTOR CASPER

FREMONT MOTOR CASPER	Fleet Maintenance Fund	Safety recall / vehicle repair	\$2,738.48
<i>FREMONT MOTOR CASPER - Total For Fleet Maintenance Fund</i>			<i>\$2,738.48</i>
FREMONT MOTOR CASPER - ALL DEPARTMENTS			\$2,738.48

GALLS, INC.

GALLS, INC.	Police Career Services	Uniform gear	\$72.00
GALLS, INC.	Police Career Services	Uniform gear	(\$186.30)
GALLS, INC.	Police Career Services	Uniform gear	\$153.00
GALLS, INC.	Police Career Services	Uniform gear	\$819.00
GALLS, INC.	Police Career Services	Uniform gear	\$16.95
GALLS, INC.	Police Career Services	Uniform gear	\$67.50
GALLS, INC.	Police Career Services	Uniform gear	\$59.25
GALLS, INC.	Police Career Services	Uniform gear	\$364.00
GALLS, INC.	Police Career Services	Uniform gear	\$479.10
GALLS, INC.	Police Career Services	Uniform gear	\$193.50
GALLS, INC.	Police Career Services	Uniform gear	\$40.50
GALLS, INC.	Police Career Services	Uniform gear	\$128.50
GALLS, INC.	Police Career Services	Uniform gear	\$115.00
GALLS, INC.	Police Career Services	Uniform gear	\$90.00
<i>GALLS, INC. - Total For Police Career Services</i>			<i>\$2,412.00</i>
GALLS, INC. - ALL DEPARTMENTS			\$2,412.00

G-C BUILDING SUPPLY

G-C BUILDING SUPPLY	Refuse - Recycling	Door repairs/materials	\$770.26
<i>G-C BUILDING SUPPLY - Total For Refuse - Recycling</i>			\$770.26
G-C BUILDING SUPPLY	Risk Management	Door repair	\$470.00
<i>G-C BUILDING SUPPLY - Total For Risk Management</i>			\$470.00
G-C BUILDING SUPPLY - ALL DEPARTMENTS			\$1,240.26

GEORGE T SANDERS

GEORGE T SANDERS	Buildings & Structures Fund	Plumbing repair parts for City Hall	\$152.88
GEORGE T SANDERS	Buildings & Structures Fund	Plumbing repair parts for Solid Waste	\$45.36
GEORGE T SANDERS	Buildings & Structures Fund	Plumbing repair parts for Fire Station 1	\$292.95
GEORGE T SANDERS	Buildings & Structures Fund	Replacement water heater for Solid Waste	\$1,092.22
GEORGE T SANDERS	Buildings & Structures Fund	Plumbing repair parts for Fire Station 1	\$17.61
<i>GEORGE T SANDERS - Total For Buildings & Structures Fund</i>			\$1,601.02
GEORGE T SANDERS - ALL DEPARTMENTS			\$1,601.02

GLOBAL HEAT TRANSFER

GLOBAL HEAT TRANSFER	Balefill - Baler Processing	Repair/recondition motor assembly	\$3,325.58
<i>GLOBAL HEAT TRANSFER - Total For Balefill - Baler Processing</i>			\$3,325.58
GLOBAL HEAT TRANSFER - ALL DEPARTMENTS			\$3,325.58

GLOBAL SPECTRUM L.P.

GLOBAL SPECTRUM L.P.	Human Resources	Service Recognition Luncheon - Event #E00334	\$1,748.00
<i>GLOBAL SPECTRUM L.P. - Total For Human Resources</i>			\$1,748.00
GLOBAL SPECTRUM L.P. - ALL DEPARTMENTS			\$1,748.00

GOLDER ASSOCIATES

GOLDER ASSOCIATES	Balefill - Disposal & Landfill	SW Monitoring Ntwrk Upgrds & C	\$583.75
GOLDER ASSOCIATES	Balefill - Disposal & Landfill	Gems S028770-5-Year Closed Bal	\$8,791.15
<i>GOLDER ASSOCIATES - Total For Balefill - Disposal & Landfill</i>			\$9,374.90
GOLDER ASSOCIATES - ALL DEPARTMENTS			\$9,374.90

GOLF & SPORT SOLUTIO

GOLF & SPORT SOLUTIO	Golf - Operations	31.64 Tons USGA Sand	\$1,765.51
<i>GOLF & SPORT SOLUTIO - Total For Golf - Operations</i>			<i>\$1,765.51</i>
GOLF & SPORT SOLUTIO - ALL DEPARTMENTS			\$1,765.51

GOODYEAR COMMERCIAL

GOODYEAR COMMERCIAL	Fleet Maintenance Fund	DISMOUNT TIRES	\$186.21
<i>GOODYEAR COMMERCIAL - Total For Fleet Maintenance Fund</i>			<i>\$186.21</i>
GOODYEAR COMMERCIAL - ALL DEPARTMENTS			\$186.21

GRAINGER, INC.

GRAINGER, INC.	Balefill - Baler Processing	Baler operating supplies	\$130.09
GRAINGER, INC.	Balefill - Baler Processing	Baler bldg. operating supplies	\$17.10
<i>GRAINGER, INC. - Total For Balefill - Baler Processing</i>			<i>\$147.19</i>
GRAINGER, INC.	Balefill - Diversion & Special	Cleaner degreaser	\$677.16
<i>GRAINGER, INC. - Total For Balefill - Diversion & Special</i>			<i>\$677.16</i>
GRAINGER, INC.	Fleet Maintenance Fund	Recloseable poly bags, label tape cartridge	\$283.56
<i>GRAINGER, INC. - Total For Fleet Maintenance Fund</i>			<i>\$283.56</i>
GRAINGER, INC.	Refuse - Residential	Cabinet shelving	\$624.19
<i>GRAINGER, INC. - Total For Refuse - Residential</i>			<i>\$624.19</i>
GRAINGER, INC.	Regional Water Operations	Flash Drives	\$91.95
GRAINGER, INC.	Regional Water Operations	eyewash tags	\$20.46
GRAINGER, INC.	Regional Water Operations	over loads for decant pump station	\$452.52
<i>GRAINGER, INC. - Total For Regional Water Operations</i>			<i>\$564.93</i>
GRAINGER, INC.	Water Tanks	MOTOR FOR NORTH PARK BOOSTER	\$323.04
<i>GRAINGER, INC. - Total For Water Tanks</i>			<i>\$323.04</i>
GRAINGER, INC. - ALL DEPARTMENTS			\$2,620.07

HACH CO., CORP.

HACH CO., CORP.	Regional Water Operations	Lab Supplies	\$560.31
HACH CO., CORP.	Regional Water Operations	Ice PIC 20 NTU	\$835.00
<i>HACH CO., CORP. - Total For Regional Water Operations</i>			<i>\$1,395.31</i>

HACH CO., CORP. - ALL DEPARTMENTS \$1,395.31

HARBOR FREIGHT TOOLS

HARBOR FREIGHT TOOLS Ice Arena - Operations Casters for Floor Scrubber \$13.44

HARBOR FREIGHT TOOLS - Total For Ice Arena - Operations \$13.44

HARBOR FREIGHT TOOLS - ALL DEPARTMENTS \$13.44

HAWKINS, INC.

HAWKINS, INC. Aquatics - Operations Chemicals for the Aquatic Center \$1,649.00

HAWKINS, INC. - Total For Aquatics - Operations \$1,649.00

HAWKINS, INC. - ALL DEPARTMENTS \$1,649.00

HDR ENGINEERING, INC

HDR ENGINEERING, INC Sewer Wastewater Collection Risk and Resilience Assessment \$4,065.17

HDR ENGINEERING, INC - Total For Sewer Wastewater Collection \$4,065.17

HDR ENGINEERING, INC Water Tanks Water Rights Supply Studies 20 \$6,627.50

HDR ENGINEERING, INC - Total For Water Tanks \$6,627.50

HDR ENGINEERING, INC WWTP Operations Risk and Resilience Assessment \$4,968.53

HDR ENGINEERING, INC - Total For WWTP Operations \$4,968.53

HDR ENGINEERING, INC - ALL DEPARTMENTS \$15,661.20

HERCULES INDUSTRIES

HERCULES INDUSTRIES Water Distribution Filters \$107.80

HERCULES INDUSTRIES - Total For Water Distribution \$107.80

HERCULES INDUSTRIES - ALL DEPARTMENTS \$107.80

HOBBY-LOBBY #0233

HOBBY-LOBBY #0233 Regional Water Operations desiccant for turbidimeters \$29.98

HOBBY-LOBBY #0233 - Total For Regional Water Operations \$29.98

HOBBY-LOBBY #0233 - ALL DEPARTMENTS \$29.98

HOLLAND & HART LLP

HOLLAND & HART LLP	Water Tanks	Renegotiation of Water Storage	\$3,289.50
<i>HOLLAND & HART LLP - Total For Water Tanks</i>			<i>\$3,289.50</i>
HOLLAND & HART LLP - ALL DEPARTMENTS			\$3,289.50

HOMAX OIL SALES, INC

HOMAX OIL SALES, INC	Balefill - Baler Processing	oil	\$1,718.25
<i>HOMAX OIL SALES, INC - Total For Balefill - Baler Processing</i>			<i>\$1,718.25</i>
HOMAX OIL SALES, INC	Fleet Maintenance Fund	Fuel	\$8.14
HOMAX OIL SALES, INC	Fleet Maintenance Fund	Diesel fuel / Ecoclean Power Plus	\$25,775.56
<i>HOMAX OIL SALES, INC - Total For Fleet Maintenance Fund</i>			<i>\$25,783.70</i>
HOMAX OIL SALES, INC	Golf - Operations	Gas & diesel	\$3,364.26
<i>HOMAX OIL SALES, INC - Total For Golf - Operations</i>			<i>\$3,364.26</i>
HOMAX OIL SALES, INC	Regional Water Operations	Fuel	\$4,968.21
<i>HOMAX OIL SALES, INC - Total For Regional Water Operations</i>			<i>\$4,968.21</i>
HOMAX OIL SALES, INC - ALL DEPARTMENTS			\$35,834.42

HOMEDEPOT.COM

HOMEDEPOT.COM	Aquatics - Operations	Shades for Conference Room	\$790.47
<i>HOMEDEPOT.COM - Total For Aquatics - Operations</i>			<i>\$790.47</i>
HOMEDEPOT.COM - ALL DEPARTMENTS			\$790.47

HONNEN EQUIPMENT CO.

HONNEN EQUIPMENT CO.	Fleet Maintenance Fund	Equipment repair	\$1,977.58
<i>HONNEN EQUIPMENT CO. - Total For Fleet Maintenance Fund</i>			<i>\$1,977.58</i>
HONNEN EQUIPMENT CO. - ALL DEPARTMENTS			\$1,977.58

HOSE & RUBBER SUPPLY

HOSE & RUBBER SUPPLY	Regional Water Operations	materials for sand pumps	\$114.34
HOSE & RUBBER SUPPLY	Regional Water Operations	Vinyl Hose	\$43.50
<i>HOSE & RUBBER SUPPLY - Total For Regional Water Operations</i>			<i>\$157.84</i>

HOSE & RUBBER SUPPLY - ALL DEPARTMENTS \$157.84

HOWARD SUPPLY COMPAN

HOWARD SUPPLY COMPAN Balefill - Baler Processing Towels & hand cleaner \$23.68

HOWARD SUPPLY COMPAN Balefill - Baler Processing Misc hardware & flashlight \$484.16

HOWARD SUPPLY COMPAN - Total For Balefill - Baler Processing \$507.84

HOWARD SUPPLY COMPAN - ALL DEPARTMENTS \$507.84

IACP

IACP Police Career Services MEMBERSHIP ORGANIZATIONS NOT ELSEWHERE \$425.00

IACP - Total For Police Career Services \$425.00

IACP - ALL DEPARTMENTS \$425.00

ICON HEALTH

ICON HEALTH Balefill - Disposal & Landfill Miscellaneous Item \$10,396.91

ICON HEALTH - Total For Balefill - Disposal & Landfill \$10,396.91

ICON HEALTH - ALL DEPARTMENTS \$10,396.91

IDEXX DISTRIBUTION I

IDEXX DISTRIBUTION I Regional Water Operations Colilert \$1,156.51

IDEXX DISTRIBUTION I - Total For Regional Water Operations \$1,156.51

IDEXX DISTRIBUTION I - ALL DEPARTMENTS \$1,156.51

INBERG-MILLER ENGINE

INBERG-MILLER ENGINE Refuse - Recycling Recycle depot improvements \$425.00

INBERG-MILLER ENGINE Refuse - Recycling Goodstein \$977.00

INBERG-MILLER ENGINE - Total For Refuse - Recycling \$1,402.00

INBERG-MILLER ENGINE Water Distribution Compaction testing \$226.50

INBERG-MILLER ENGINE - Total For Water Distribution \$226.50

INBERG-MILLER ENGINE - ALL DEPARTMENTS \$1,628.50

INDUSTRIAL SCREEN &

INDUSTRIAL SCREEN &	Balefill - Baler Processing	Baler operating supplies	\$379.80
<i>INDUSTRIAL SCREEN & - Total For Balefill - Baler Processing</i>			<i>\$379.80</i>
INDUSTRIAL SCREEN & - ALL DEPARTMENTS			\$379.80

INSTACART SUBSCRIPTI

INSTACART SUBSCRIPTI	Balefill - Disposal & Landfill	GROCERY STORES, SUPERMARKETS	(\$103.95)
<i>INSTACART SUBSCRIPTI - Total For Balefill - Disposal & Landfill</i>			<i>(\$103.95)</i>
INSTACART SUBSCRIPTI - ALL DEPARTMENTS			(\$103.95)

INTUIT, INC.

INTUIT, INC.	Golf - Operations	1 cases of Aqua-Aid Oars wetting agent pellets	\$354.00
<i>INTUIT, INC. - Total For Golf - Operations</i>			<i>\$354.00</i>
INTUIT, INC.	Weed & Pest Fund	Ventrac Bolts	\$8.00
<i>INTUIT, INC. - Total For Weed & Pest Fund</i>			<i>\$8.00</i>
INTUIT, INC. - ALL DEPARTMENTS			\$362.00

ISA

ISA	Weed & Pest Fund	Testing Fees	\$200.00
<i>ISA - Total For Weed & Pest Fund</i>			<i>\$200.00</i>
ISA - ALL DEPARTMENTS			\$200.00

JACK'S TRUCK & EQUIP

JACK'S TRUCK & EQUIP	Fleet Maintenance Fund	Equipment repairs	\$5,119.99
<i>JACK'S TRUCK & EQUIP - Total For Fleet Maintenance Fund</i>			<i>\$5,119.99</i>
JACK'S TRUCK & EQUIP - ALL DEPARTMENTS			\$5,119.99

Jerry Kramer

Jerry Kramer	Rec Center	Refund of Men's State Tournament deposit	\$500.00
<i>Jerry Kramer - Total For Rec Center</i>			<i>\$500.00</i>

Jerry Kramer - ALL DEPARTMENTS \$500.00

JMC INSTRUMENTS

JMC INSTRUMENTS WWTP Operations Pressure transmitter \$1,529.78

JMC INSTRUMENTS - Total For WWTP Operations \$1,529.78

JMC INSTRUMENTS - ALL DEPARTMENTS \$1,529.78

KCWY-TV

KCWY-TV Balefill - Disposal & Landfill Advertising compost yard sale \$25.00

KCWY-TV - Total For Balefill - Disposal & Landfill \$25.00

KCWY-TV - ALL DEPARTMENTS \$25.00

KELLY`S ALIGNMENT

KELLY`S ALIGNMENT Fleet Maintenance Fund 230080 ALIGNMENT \$130.00

KELLY`S ALIGNMENT Fleet Maintenance Fund 101262 ALIGNMENT \$105.00

KELLY`S ALIGNMENT Fleet Maintenance Fund 230091 ALIGNMENT \$130.00

KELLY`S ALIGNMENT - Total For Fleet Maintenance Fund \$365.00

KELLY`S ALIGNMENT - ALL DEPARTMENTS \$365.00

KNIFE RIVER 5701

KNIFE RIVER 5701 Sewer Wastewater Collection refund of tax applied to previous transaction (\$136.35)

KNIFE RIVER 5701 - Total For Sewer Wastewater Collection (\$136.35)

KNIFE RIVER 5701 - ALL DEPARTMENTS (\$136.35)

KNIFE RIVER/JTL

KNIFE RIVER/JTL Balefill - Disposal & Landfill Recycled concrete with base \$9,231.11

KNIFE RIVER/JTL Balefill - Disposal & Landfill Recycled concrete & rock delivery \$1,899.08

KNIFE RIVER/JTL Balefill - Disposal & Landfill Recycled concrete with base \$4,841.89

KNIFE RIVER/JTL Balefill - Disposal & Landfill Recycled concrete & rock delivery \$1,830.79

KNIFE RIVER/JTL Balefill - Disposal & Landfill Recycled concrete & rock delivery (\$1,899.08)

KNIFE RIVER/JTL Balefill - Disposal & Landfill Recycled concrete & rock delivery \$382.88

KNIFE RIVER/JTL - Total For Balefill - Disposal & Landfill \$16,286.67

KNIFE RIVER/JTL	Streets	Crushed base	\$201.69
KNIFE RIVER/JTL	Streets	Crushed Base / Rip Rap	\$744.95
KNIFE RIVER/JTL	Streets	COC Mix 1, fuel surcharge, fiber mesh	\$262.80
KNIFE RIVER/JTL	Streets	Mix, fiber mesh, fuel surcharge	\$831.60
KNIFE RIVER/JTL	Streets	COC Mix 1, fuel surcharge & fiber mesh	\$452.40
<i>KNIFE RIVER/JTL - Total For Streets</i>			<i>\$2,493.44</i>
KNIFE RIVER/JTL	Water Distribution	-4 Sand naturals	\$844.80
KNIFE RIVER/JTL	Water Distribution	-4 Sand naturals	\$1,307.30
KNIFE RIVER/JTL	Water Distribution	-4 Sand naturals	\$2,154.40
KNIFE RIVER/JTL	Water Distribution	-4 Sand naturals	\$1,184.60
KNIFE RIVER/JTL	Water Distribution	-4 Sand naturals	\$1,993.20
KNIFE RIVER/JTL	Water Distribution	-4 Sand naturals	\$1,962.30
KNIFE RIVER/JTL	Water Distribution	-4 Sand naturals	\$1,125.50
KNIFE RIVER/JTL	Water Distribution	-4 Sand naturals	\$1,823.90
<i>KNIFE RIVER/JTL - Total For Water Distribution</i>			<i>\$12,396.00</i>
KNIFE RIVER/JTL - ALL DEPARTMENTS			\$31,176.11

KNOWBE4 INC

KNOWBE4 INC	Information Services	Knowbe4 Maintenance Renewal	\$6,788.55
<i>KNOWBE4 INC - Total For Information Services</i>			<i>\$6,788.55</i>
KNOWBE4 INC - ALL DEPARTMENTS			\$6,788.55

KONE, INC.

KONE, INC.	Regional Water Operations	Elevator Maintenance 959910571	\$3,209.28
<i>KONE, INC. - Total For Regional Water Operations</i>			<i>\$3,209.28</i>
KONE, INC. - ALL DEPARTMENTS			\$3,209.28

KUBWATER RESOURCES,

KUBWATER RESOURCES,	WWTP Operations	Polymer for dewatering	\$5,958.78
KUBWATER RESOURCES,	WWTP Operations	Polymer for dewatering	\$5,618.85
<i>KUBWATER RESOURCES, - Total For WWTP Operations</i>			<i>\$11,577.63</i>
KUBWATER RESOURCES, - ALL DEPARTMENTS			\$11,577.63

L.N. CURTIS & SONS I

L.N. CURTIS & SONS I	Capital Projects Fund	Uniform/s	\$5,054.00
<i>L.N. CURTIS & SONS I - Total For Capital Projects Fund</i>			<i>\$5,054.00</i>
L.N. CURTIS & SONS I - ALL DEPARTMENTS			\$5,054.00

LA QUINTA MOTOR INNS

LA QUINTA MOTOR INNS	Police Career Services	LA QUINTA INN AND SUITES	\$542.40
<i>LA QUINTA MOTOR INNS - Total For Police Career Services</i>			<i>\$542.40</i>
LA QUINTA MOTOR INNS - ALL DEPARTMENTS			\$542.40

LISA'S SPIC N SPAN

LISA'S SPIC N SPAN	Balefill - Disposal & Landfill	Janitorial / cleaning	\$800.00
<i>LISA'S SPIC N SPAN - Total For Balefill - Disposal & Landfill</i>			<i>\$800.00</i>
LISA'S SPIC N SPAN	Refuse - Residential	Janitorial/cleaning service	\$290.00
<i>LISA'S SPIC N SPAN - Total For Refuse - Residential</i>			<i>\$290.00</i>
LISA'S SPIC N SPAN - ALL DEPARTMENTS			\$1,090.00

LOAF N JUG #0119

LOAF N JUG #0119	Police Career Services	AUTOMATED FUEL DISPENSERS	\$25.01
<i>LOAF N JUG #0119 - Total For Police Career Services</i>			<i>\$25.01</i>
LOAF N JUG #0119 - ALL DEPARTMENTS			\$25.01

LONG BUILDING TECHNO

LONG BUILDING TECHNO	Regional Water Operations	Maintenance repair - materials/labor	\$2,123.48
LONG BUILDING TECHNO	Regional Water Operations	Chiller Maintenance	\$399.00
<i>LONG BUILDING TECHNO - Total For Regional Water Operations</i>			<i>\$2,522.48</i>
LONG BUILDING TECHNO - ALL DEPARTMENTS			\$2,522.48

MASEK GOLF CAR CO

MASEK GOLF CAR CO	Golf - Operations	Knuckle arms for golf cart -5 pieces	\$34.75
<i>MASEK GOLF CAR CO - Total For Golf - Operations</i>			<i>\$34.75</i>

MASEK GOLF CAR CO - ALL DEPARTMENTS \$34.75

MENARDS CASPER WY

MENARDS CASPER WY	Balefill - Baler Processing	BROOMS DUST PANS FOR BALER BUILDING CLE	\$27.96
MENARDS CASPER WY	Balefill - Baler Processing	PPE BALER BUILDING	\$108.79
<i>MENARDS CASPER WY - Total For Balefill - Baler Processing</i>			<i>\$136.75</i>
MENARDS CASPER WY	Buildings & Structures Fund	Fountain maintenance supplies for City Hall	\$60.87
<i>MENARDS CASPER WY - Total For Buildings & Structures Fund</i>			<i>\$60.87</i>
MENARDS CASPER WY	Cemetery	HOME SUPPLY SMALL FENCE POST FOR BUTTER	\$44.50
<i>MENARDS CASPER WY - Total For Cemetery</i>			<i>\$44.50</i>
MENARDS CASPER WY	Parks - Parks Maint.	Lights for NCC	\$101.48
MENARDS CASPER WY	Parks - Parks Maint.	NCC Cleaning Supplies	\$68.27
<i>MENARDS CASPER WY - Total For Parks - Parks Maint.</i>			<i>\$169.75</i>
MENARDS CASPER WY	Sewer Wastewater Collection inverter to charge headsets in van		\$22.99
<i>MENARDS CASPER WY - Total For Sewer Wastewater Collection</i>			<i>\$22.99</i>
MENARDS CASPER WY	Traffic Control	Hose hanger for shop air hose	\$6.99
<i>MENARDS CASPER WY - Total For Traffic Control</i>			<i>\$6.99</i>
MENARDS CASPER WY	Water Tanks	NUTS, WASHERS, BOLTS	\$9.99
<i>MENARDS CASPER WY - Total For Water Tanks</i>			<i>\$9.99</i>

MENARDS CASPER WY - ALL DEPARTMENTS \$451.84

MIDLAND SCIENTIFIC I

MIDLAND SCIENTIFIC I	WWTP Operations	Lab supplies	\$254.77
<i>MIDLAND SCIENTIFIC I - Total For WWTP Operations</i>			<i>\$254.77</i>

MIDLAND SCIENTIFIC I - ALL DEPARTMENTS \$254.77

ML AUTOMOTIVE

ML AUTOMOTIVE	Fleet Maintenance Fund	Vehicle alignment	\$65.00
ML AUTOMOTIVE	Fleet Maintenance Fund	Vehicle alignment	\$130.00
ML AUTOMOTIVE	Fleet Maintenance Fund	Vehicle alignment	\$130.00
ML AUTOMOTIVE	Fleet Maintenance Fund	Equipment repairs	\$130.00
ML AUTOMOTIVE	Fleet Maintenance Fund	Vehicle alignment	\$130.00
ML AUTOMOTIVE	Fleet Maintenance Fund	Vehicle alignment	\$130.00

ML AUTOMOTIVE	Fleet Maintenance Fund	Vehicle alignment	\$65.00
<i>ML AUTOMOTIVE - Total For Fleet Maintenance Fund</i>			<i>\$780.00</i>
ML AUTOMOTIVE - ALL DEPARTMENTS			\$780.00

Monson

Monson	Buildings & Structures Fund	July 2021 janitorial service	\$5,912.30
Monson	Buildings & Structures Fund	July 2021 janitorial service	\$225.00
<i>Monson - Total For Buildings & Structures Fund</i>			<i>\$6,137.30</i>
Monson - ALL DEPARTMENTS			\$6,137.30

MOTION AND FLOW CONT

MOTION AND FLOW CONT	Balefill - Baler Processing	Baler operating supplies	\$91.30
MOTION AND FLOW CONT	Balefill - Baler Processing	Check valve	\$413.66
<i>MOTION AND FLOW CONT - Total For Balefill - Baler Processing</i>			<i>\$504.96</i>
MOTION AND FLOW CONT - ALL DEPARTMENTS			\$504.96

MOTOROLA SOLUTIONS

MOTOROLA SOLUTIONS	Public Safety Communication Hub maintenance / premises inspections		\$3,360.41
MOTOROLA SOLUTIONS	Public Safety Communication Hub maintenance/Law records/Mobile AVL & M		\$4,523.50
MOTOROLA SOLUTIONS	Public Safety Communication Hub Maintenance/ERS Fire & EMS Records/Haz		\$10,331.51
MOTOROLA SOLUTIONS	Public Safety Communication CAD maintenance/Mapping/Coplogic interface		133,312.11
<i>MOTOROLA SOLUTIONS - Total For Public Safety Communications</i>			<i>\$151,527.53</i>
MOTOROLA SOLUTIONS - ALL DEPARTMENTS			\$151,527.53

MOUNTAIN STATES

MOUNTAIN STATES	Cemetery	Printing - maps	\$51.04
<i>MOUNTAIN STATES - Total For Cemetery</i>			<i>\$51.04</i>
MOUNTAIN STATES - ALL DEPARTMENTS			\$51.04

MOUNTAIN STATES LITH

MOUNTAIN STATES LITH	Aquatics - Operations	CHAD/MEGAN/PAUL/CHRISSEY/PHIL AND DAWN	\$17.88
<i>MOUNTAIN STATES LITH - Total For Aquatics - Operations</i>			<i>\$17.88</i>

MOUNTAIN STATES LITH	Ice Arena - Operations	CHAD/MEGAN/PAUL/CHRISSEY/PHIL AND DAWN	\$17.88
<i>MOUNTAIN STATES LITH - Total For Ice Arena - Operations</i>			<i>\$17.88</i>
MOUNTAIN STATES LITH	Rec Center - Admin	CHAD/MEGAN/PAUL/CHRISSEY/PHIL AND DAWN	\$35.77
<i>MOUNTAIN STATES LITH - Total For Rec Center - Admin</i>			<i>\$35.77</i>
MOUNTAIN STATES LITH	Rec Center - Sports Programs	CHAD/MEGAN/PAUL/CHRISSEY/PHIL AND DAWN	\$35.76
<i>MOUNTAIN STATES LITH - Total For Rec Center - Sports Programs</i>			<i>\$35.76</i>
MOUNTAIN STATES LITH - ALL DEPARTMENTS			\$107.29

MOUNTAIN WEST TELEPH

MOUNTAIN WEST TELEPH	Public Safety Communication Acct #13922		\$1,000.00
<i>MOUNTAIN WEST TELEPH - Total For Public Safety Communications</i>			<i>\$1,000.00</i>
MOUNTAIN WEST TELEPH - ALL DEPARTMENTS			\$1,000.00

MUNICIPAL CODE CORP.

MUNICIPAL CODE CORP.	Balefill - Baler Processing	Copies of city code supplements	\$100.71
<i>MUNICIPAL CODE CORP. - Total For Balefill - Baler Processing</i>			<i>\$100.71</i>
MUNICIPAL CODE CORP.	City Attorney	Copies of city code supplements	\$604.28
MUNICIPAL CODE CORP.	City Attorney	Munidocs 7/1/21 to 6/30/22	\$500.00
<i>MUNICIPAL CODE CORP. - Total For City Attorney</i>			<i>\$1,104.28</i>
MUNICIPAL CODE CORP.	City Council	Copies of city code supplements	\$100.71
<i>MUNICIPAL CODE CORP. - Total For City Council</i>			<i>\$100.71</i>
MUNICIPAL CODE CORP. - ALL DEPARTMENTS			\$1,305.70

NAPA AUTO PARTS CORP

NAPA AUTO PARTS CORP	Fleet Maintenance Fund	LOCK NUTS	\$9.34
<i>NAPA AUTO PARTS CORP - Total For Fleet Maintenance Fund</i>			<i>\$9.34</i>
NAPA AUTO PARTS CORP - ALL DEPARTMENTS			\$9.34

NATRONA COUNTY OFFIC

NATRONA COUNTY OFFIC	Police Grants Fund	Equitable sharing check for DCI #2020-2058	\$72.10
<i>NATRONA COUNTY OFFIC - Total For Police Grants Fund</i>			<i>\$72.10</i>
NATRONA COUNTY OFFIC - ALL DEPARTMENTS			\$72.10

NORCO, INC.

NORCO, INC.	Rec Center - Operations	Custodial Supplies	\$71.25
NORCO, INC.	Rec Center - Operations	custodial	\$73.26
NORCO, INC.	Rec Center - Operations	Custodial Supplies	\$154.54
<i>NORCO, INC. - Total For Rec Center - Operations</i>			<i>\$299.05</i>
NORCO, INC.	Refuse - Commercial	Plastic garbage bags	\$737.00
<i>NORCO, INC. - Total For Refuse - Commercial</i>			<i>\$737.00</i>
NORCO, INC.	Regional Water Operations	N95 Resperators	\$40.49
<i>NORCO, INC. - Total For Regional Water Operations</i>			<i>\$40.49</i>
NORCO, INC.	Sewer Wastewater Collection	safety supplies	\$85.30
<i>NORCO, INC. - Total For Sewer Wastewater Collection</i>			<i>\$85.30</i>
NORCO, INC.	Water Distribution	safety glasses	\$64.08
NORCO, INC.	Water Distribution	Welding supplies	\$96.61
<i>NORCO, INC. - Total For Water Distribution</i>			<i>\$160.69</i>
NORCO, INC. - ALL DEPARTMENTS			\$1,322.53

NORTHWEST CONTRACTOR

NORTHWEST CONTRACTOR	Balefill - Baler Processing	Baler bldg. operating supplies	\$259.99
NORTHWEST CONTRACTOR	Balefill - Baler Processing	Gauges, hydraulic hose / pump	\$1,452.20
NORTHWEST CONTRACTOR	Balefill - Baler Processing	Baler bldg. operating supplies	\$257.22
<i>NORTHWEST CONTRACTOR - Total For Balefill - Baler Processing</i>			<i>\$1,969.41</i>
NORTHWEST CONTRACTOR	Streets	Concrete Vibrator Rental	\$35.00
NORTHWEST CONTRACTOR	Streets	24 Inch stakes for forming	\$157.80
NORTHWEST CONTRACTOR	Streets	30 inch stakes for forming	\$134.40
NORTHWEST CONTRACTOR	Streets	Steel Form Stakes, 2 Rafter Squares	\$123.76
NORTHWEST CONTRACTOR	Streets	Steel Concrete Stakes, Form Oil, Wood Forming	\$387.26
<i>NORTHWEST CONTRACTOR - Total For Streets</i>			<i>\$838.22</i>
NORTHWEST CONTRACTOR	Water Distribution	PIN FLAGS & SANDBAGS	\$125.88
NORTHWEST CONTRACTOR	Water Distribution	Inverted paint long marking wand	\$29.95
<i>NORTHWEST CONTRACTOR - Total For Water Distribution</i>			<i>\$155.83</i>
NORTHWEST CONTRACTOR - ALL DEPARTMENTS			\$2,963.46

OFFICEMAX/OFFICEDEPT

OFFICEMAX/OFFICEDEPT	Human Resources	2, expandable alphabetical folders	\$15.70
<i>OFFICEMAX/OFFICEDEPT - Total For Human Resources</i>			\$15.70
OFFICEMAX/OFFICEDEPT - ALL DEPARTMENTS			\$15.70

OVERHEAD DOOR CO

OVERHEAD DOOR CO	Property Insurance Fund	Door repairs to Ice slicer bui	\$6,000.00
<i>OVERHEAD DOOR CO - Total For Property Insurance Fund</i>			\$6,000.00
OVERHEAD DOOR CO - ALL DEPARTMENTS			\$6,000.00

PACE ANALYTICAL SERV

PACE ANALYTICAL SERV	WWTP Operations	TESTING LABORATORIES	\$55.00
<i>PACE ANALYTICAL SERV - Total For WWTP Operations</i>			\$55.00
PACE ANALYTICAL SERV	WWTP Pretreatment	TESTING LABORATORIES	\$735.00
PACE ANALYTICAL SERV	WWTP Pretreatment	Lab testing	\$1,959.00
<i>PACE ANALYTICAL SERV - Total For WWTP Pretreatment</i>			\$2,694.00
PACE ANALYTICAL SERV - ALL DEPARTMENTS			\$2,749.00

PACIFIC STEEL BRANCH

PACIFIC STEEL BRANCH	Hogadon - Operations	Steel,	\$281.97
<i>PACIFIC STEEL BRANCH - Total For Hogadon - Operations</i>			\$281.97
PACIFIC STEEL BRANCH - ALL DEPARTMENTS			\$281.97

PARTSMASTER

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

PEAK GEOSOLUTIONS/ S

PEAK GEOSOLUTIONS/ S	Balefill - Disposal & Landfill	GemsS028749-OP/Mnt/mon srvcs g	\$10,613.93
<i>PEAK GEOSOLUTIONS/ S - Total For Balefill - Disposal & Landfill</i>			\$10,613.93
PEAK GEOSOLUTIONS/ S - ALL DEPARTMENTS			\$10,613.93

PEDEN'S INC

PEDEN'S INC	Code Enforcement	Uniform gear	\$108.00
<i>PEDEN'S INC - Total For Code Enforcement</i>			<i>\$108.00</i>
PEDEN'S INC - ALL DEPARTMENTS			\$108.00

PEPSI COLA OF CASPER

PEPSI COLA OF CASPER	Ice Arena - Operations	Concessions	\$191.36
PEPSI COLA OF CASPER	Ice Arena - Operations	Concessions	\$152.84
PEPSI COLA OF CASPER	Ice Arena - Operations	Concessions	\$176.20
PEPSI COLA OF CASPER	Ice Arena - Operations	Cylinder deposit refund	(\$100.00)
PEPSI COLA OF CASPER	Ice Arena - Operations	Concessions	\$609.20
PEPSI COLA OF CASPER	Ice Arena - Operations	Concessions	\$102.84
PEPSI COLA OF CASPER	Ice Arena - Operations	Cylinder deposit refund	(\$100.00)
PEPSI COLA OF CASPER	Ice Arena - Operations	Concessions	\$177.57
PEPSI COLA OF CASPER	Ice Arena - Operations	Concessions	\$276.04
PEPSI COLA OF CASPER	Ice Arena - Operations	Concessions	\$99.84
<i>PEPSI COLA OF CASPER - Total For Ice Arena - Operations</i>			<i>\$1,585.89</i>
PEPSI COLA OF CASPER - ALL DEPARTMENTS			\$1,585.89

PIPESTONE EQUIPMENT

PIPESTONE EQUIPMENT	Water Tanks	Repair kit	\$360.47
<i>PIPESTONE EQUIPMENT - Total For Water Tanks</i>			<i>\$360.47</i>
PIPESTONE EQUIPMENT - ALL DEPARTMENTS			\$360.47

PIZZA HUT 035955

PIZZA HUT 035955	Parks - Parks Maint.	Pizza for Parade day volunteers	\$121.93
<i>PIZZA HUT 035955 - Total For Parks - Parks Maint.</i>			<i>\$121.93</i>
PIZZA HUT 035955 - ALL DEPARTMENTS			\$121.93

PIZZA HUT 035956

PIZZA HUT 035956	Regional Water Operations	Lunch for RWSJPB meeting	\$127.05
<i>PIZZA HUT 035956 - Total For Regional Water Operations</i>			<i>\$127.05</i>

PIZZA HUT 035956 - ALL DEPARTMENTS \$127.05

POLICE RECORDS AND I

POLICE RECORDS AND I Police Career Services Webinar Specialized NIBRS Reporting \$149.00

POLICE RECORDS AND I Police Career Services Seminar - RW NIBRS \$250.00

POLICE RECORDS AND I - Total For Police Career Services \$399.00

POLICE RECORDS AND I - ALL DEPARTMENTS \$399.00

PRECISION LOCKER COM

PRECISION LOCKER COM Police Investigations MISCELLANEOUS GENERAL MERCHANDISE STOR \$890.55

PRECISION LOCKER COM - Total For Police Investigations \$890.55

PRECISION LOCKER COM - ALL DEPARTMENTS \$890.55

PRIMA

PRIMA Risk Management PRIMA annual membership \$385.00

PRIMA - Total For Risk Management \$385.00

PRIMA - ALL DEPARTMENTS \$385.00

PROFORCE MARKETING I

PROFORCE MARKETING I Police Administration Taser 7 certification plan \$25,200.00

PROFORCE MARKETING I - Total For Police Administration \$25,200.00

PROFORCE MARKETING I - ALL DEPARTMENTS \$25,200.00

PRO-TEC AUTO BODY

PRO-TEC AUTO BODY Fleet Maintenance Fund Vehicle repairs \$2,729.70

PRO-TEC AUTO BODY - Total For Fleet Maintenance Fund \$2,729.70

PRO-TEC AUTO BODY - ALL DEPARTMENTS \$2,729.70

PURVIS INDUSTRIES

PURVIS INDUSTRIES WWTP Operations Parts for lab air compressor \$6.92

PURVIS INDUSTRIES - Total For WWTP Operations \$6.92

PURVIS INDUSTRIES - ALL DEPARTMENTS

\$6.92

RESPOND FIRST AID OF

RESPOND FIRST AID OF	Police Administration	LAB/MEDICAL/DENTAL/OPHTHALMIC HOSPITAL	\$106.88
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<i>RESPOND FIRST AID OF - Total For Police Administration</i>			<i>\$106.88</i>
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RESPOND FIRST AID OF - ALL DEPARTMENTS

\$106.88

RIDLEY'S 1132

RIDLEY'S 1132	Police Traffic Enforcement	GROCERY STORES, SUPERMARKETS	\$9.98
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<i>RIDLEY'S 1132 - Total For Police Traffic Enforcement</i>			<i>\$9.98</i>
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RIDLEY'S 1132 - ALL DEPARTMENTS

\$9.98

RMI CASPER

RMI CASPER	Buildings & Structures Fund	Safety glasses for BAS	\$76.80
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<i>RMI CASPER - Total For Buildings & Structures Fund</i>			<i>\$76.80</i>
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RMI CASPER	Engineering	HARDHATS - SAFETY	\$194.90
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RMI CASPER	Engineering	SAFETY VESTS	\$227.90
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<i>RMI CASPER - Total For Engineering</i>			<i>\$422.80</i>
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RMI CASPER	Streets	Safety Vests & Screen-print Logo---Three 2XL &	\$129.70
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<i>RMI CASPER - Total For Streets</i>			<i>\$129.70</i>
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RMI CASPER - ALL DEPARTMENTS

\$629.30

Rocky Mountain

Rocky Mountain	Regional Water Operations	Liquid Oxygen 30283398	\$4,010.82
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<i>Rocky Mountain - Total For Regional Water Operations</i>			<i>\$4,010.82</i>
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Rocky Mountain	Water Distribution	HP and CO2 Rental & Cylinder Charge	\$22.00
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<i>Rocky Mountain - Total For Water Distribution</i>			<i>\$22.00</i>
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Rocky Mountain - ALL DEPARTMENTS

\$4,032.82

ROCKY MOUNTAIN POWER

ROCKY MOUNTAIN POWER	Aquatics - Operations	Acct #54730761-088 1	\$5,334.15
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<i>ROCKY MOUNTAIN POWER - Total For Aquatics - Operations</i>			<i>\$5,334.15</i>
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ROCKY MOUNTAIN POWER	Ash Street Building	Acct #54730761-154 1	\$964.88
<i>ROCKY MOUNTAIN POWER - Total For Ash Street Building</i>			<i>\$964.88</i>
ROCKY MOUNTAIN POWER	Balefill - Disposal & Landfill	Acct #54730761-090 7	\$11,813.40
ROCKY MOUNTAIN POWER	Balefill - Disposal & Landfill	Acct #54730761-139 2	\$258.25
<i>ROCKY MOUNTAIN POWER - Total For Balefill - Disposal & Landfill</i>			<i>\$12,071.65</i>
ROCKY MOUNTAIN POWER	Buildings & Structures Fund	Acct #54730761-089 9	\$79.90
<i>ROCKY MOUNTAIN POWER - Total For Buildings & Structures Fund</i>			<i>\$79.90</i>
ROCKY MOUNTAIN POWER	Fire-EMS Administration	Acct #60445507-008 5	\$726.29
ROCKY MOUNTAIN POWER	Fire-EMS Administration	Acct #54730761-097 2	\$2,441.66
<i>ROCKY MOUNTAIN POWER - Total For Fire-EMS Administration</i>			<i>\$3,167.95</i>
ROCKY MOUNTAIN POWER	Ice Arena - Operations	Acct #54730761-147 5	\$5,198.65
<i>ROCKY MOUNTAIN POWER - Total For Ice Arena - Operations</i>			<i>\$5,198.65</i>
ROCKY MOUNTAIN POWER	Metro Animal Shelter	Acct #54730761-102 0	\$1,127.30
<i>ROCKY MOUNTAIN POWER - Total For Metro Animal Shelter</i>			<i>\$1,127.30</i>
ROCKY MOUNTAIN POWER	Public Safety Communication	Acct #54730761-146 7	\$316.98
<i>ROCKY MOUNTAIN POWER - Total For Public Safety Communications</i>			<i>\$316.98</i>
ROCKY MOUNTAIN POWER	Public Transit - Operations	Acct #54730761-156 6	\$186.43
<i>ROCKY MOUNTAIN POWER - Total For Public Transit - Operations</i>			<i>\$186.43</i>
ROCKY MOUNTAIN POWER	Rec Center - Operations	Acct #54730761-095 6	\$3,646.19
<i>ROCKY MOUNTAIN POWER - Total For Rec Center - Operations</i>			<i>\$3,646.19</i>
ROCKY MOUNTAIN POWER	Regional Water Operations		143,614.92
<i>ROCKY MOUNTAIN POWER - Total For Regional Water Operations</i>			<i>\$143,614.92</i>
ROCKY MOUNTAIN POWER	RWS - Booster Stations		\$9,281.04
<i>ROCKY MOUNTAIN POWER - Total For RWS - Booster Stations</i>			<i>\$9,281.04</i>
ROCKY MOUNTAIN POWER	Sewer Wastewater Collection	Acct #5730761-105 3	\$372.17
ROCKY MOUNTAIN POWER	Sewer Wastewater Collection	Acct #54730761-105 3	\$287.75
ROCKY MOUNTAIN POWER	Sewer Wastewater Collection	Acct #54730761-130 1	\$40.98
ROCKY MOUNTAIN POWER	Sewer Wastewater Collection	Acct #54730761-130 1	\$46.60
<i>ROCKY MOUNTAIN POWER - Total For Sewer Wastewater Collection</i>			<i>\$747.50</i>
ROCKY MOUNTAIN POWER	Water Tanks	Acct #54730761-135 0	\$80.07
ROCKY MOUNTAIN POWER	Water Tanks	Acct #54730761-107 9	\$34,431.64
<i>ROCKY MOUNTAIN POWER - Total For Water Tanks</i>			<i>\$34,511.71</i>
ROCKY MOUNTAIN POWER	WWTP Operations	Acct #54730761-004 8	\$96.93
ROCKY MOUNTAIN POWER	WWTP Operations	Acct #54730761-108 7	\$21,271.85
ROCKY MOUNTAIN POWER	WWTP Operations	Acct #54730761-148 3	\$53.50
<i>ROCKY MOUNTAIN POWER - Total For WWTP Operations</i>			<i>\$21,422.28</i>

ROCKY MOUNTAIN POWER - ALL DEPARTMENTS

\$241,671.53

RODOLPH BROTHERS INC

RODOLPH BROTHERS INC	Balefill - Disposal & Landfill	Aeration service	\$220.00
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<i>RODOLPH BROTHERS INC - Total For Balefill - Disposal & Landfill</i>			\$220.00
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RODOLPH BROTHERS INC - ALL DEPARTMENTS

\$220.00

Rooter

Rooter	Parks - Parks Maint.	Porta-John from R&R	\$104.40
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Rooter	Parks - Parks Maint.	Porta-John from R&R	\$853.65
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<i>Rooter - Total For Parks - Parks Maint.</i>			\$958.05
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Rooter - ALL DEPARTMENTS

\$958.05

RUBBERSTAMPS NET

RUBBERSTAMPS NET	Aquatics - Operations	PERJURY STAMPS AND CHECK DEPOSIT STAMPS	\$37.90
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<i>RUBBERSTAMPS NET - Total For Aquatics - Operations</i>			\$37.90
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RUBBERSTAMPS NET	Ice Arena - Operations	PERJURY STAMPS AND CHECK DEPOSIT STAMPS	\$37.90
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<i>RUBBERSTAMPS NET - Total For Ice Arena - Operations</i>			\$37.90
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RUBBERSTAMPS NET	Rec Center - Admin	PERJURY STAMPS AND CHECK DEPOSIT STAMPS	\$51.80
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<i>RUBBERSTAMPS NET - Total For Rec Center - Admin</i>			\$51.80
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RUBBERSTAMPS NET	Rec Center - Operations	PERJURY STAMPS AND CHECK DEPOSIT STAMPS	\$37.90
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<i>RUBBERSTAMPS NET - Total For Rec Center - Operations</i>			\$37.90
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RUBBERSTAMPS NET	Rec Center - Sports Programs	PERJURY STAMPS AND CHECK DEPOSIT STAMPS	\$19.95
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<i>RUBBERSTAMPS NET - Total For Rec Center - Sports Programs</i>			\$19.95
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RUBBERSTAMPS NET - ALL DEPARTMENTS

\$185.45

SAFETY KLEEN SYSTEMS

SAFETY KLEEN SYSTEMS	Fleet Maintenance Fund	Oil filter waste/bin rental	\$324.84
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<i>SAFETY KLEEN SYSTEMS - Total For Fleet Maintenance Fund</i>			\$324.84
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SAFETY KLEEN SYSTEMS - ALL DEPARTMENTS

\$324.84

SALTUS TECHNOLOGIES,

SALTUS TECHNOLOGIES,	Police Administration	Software maintenance & support agreement	\$14,612.00
<i>SALTUS TECHNOLOGIES, - Total For Police Administration</i>			<i>\$14,612.00</i>
SALTUS TECHNOLOGIES, - ALL DEPARTMENTS			\$14,612.00

SAMS CLUB #6425

SAMS CLUB #6425	Ice Arena - Concessions	Concessions	\$161.44
<i>SAMS CLUB #6425 - Total For Ice Arena - Concessions</i>			<i>\$161.44</i>
SAMS CLUB #6425	Police Traffic Enforcement	WHOLESALE CLUBS	\$62.40
<i>SAMS CLUB #6425 - Total For Police Traffic Enforcement</i>			<i>\$62.40</i>
SAMS CLUB #6425	WWTP Operations	Cleaning supplies	\$152.28
<i>SAMS CLUB #6425 - Total For WWTP Operations</i>			<i>\$152.28</i>
SAMS CLUB #6425 - ALL DEPARTMENTS			\$376.12

SAMSCLUB.COM

SAMSCLUB.COM	Aquatics - Concessions	Concession Supplies	\$202.88
SAMSCLUB.COM	Aquatics - Concessions	Concession Supplies	\$479.86
SAMSCLUB.COM	Aquatics - Concessions	Concessions Supplies	\$817.94
SAMSCLUB.COM	Aquatics - Concessions	Concession Supplies	\$420.46
SAMSCLUB.COM	Aquatics - Concessions	Concession Supplies	\$243.92
<i>SAMSCLUB.COM - Total For Aquatics - Concessions</i>			<i>\$2,165.06</i>
SAMSCLUB.COM	Balefill - Disposal & Landfill	LANDFILL SUPPLIES	\$219.68
<i>SAMSCLUB.COM - Total For Balefill - Disposal & Landfill</i>			<i>\$219.68</i>
SAMSCLUB.COM	Ice Arena - Concessions	Concessions	\$149.92
<i>SAMSCLUB.COM - Total For Ice Arena - Concessions</i>			<i>\$149.92</i>
SAMSCLUB.COM - ALL DEPARTMENTS			\$2,534.66

SHEET METAL SPECIALT

SHEET METAL SPECIALT	Capital Projects Fund	Supplies to repair concessions at Lansing Field	\$50.84
<i>SHEET METAL SPECIALT - Total For Capital Projects Fund</i>			<i>\$50.84</i>
SHEET METAL SPECIALT	Property Insurance Fund	Replacement toolbox door for Dennis Nelson	\$631.75
<i>SHEET METAL SPECIALT - Total For Property Insurance Fund</i>			<i>\$631.75</i>
SHEET METAL SPECIALT - ALL DEPARTMENTS			\$682.59

SHELL OIL 5744599650

SHELL OIL 5744599650	Police Career Services	AUTOMATED FUEL DISPENSERS	\$41.49
<i>SHELL OIL 5744599650 - Total For Police Career Services</i>			<i>\$41.49</i>
SHELL OIL 5744599650 - ALL DEPARTMENTS			\$41.49

SHERWIN-WILLIAMS COR

SHERWIN-WILLIAMS COR	Balefill - Disposal & Landfill	Paint	\$180.87
SHERWIN-WILLIAMS COR	Balefill - Disposal & Landfill	Paint	\$115.92
<i>SHERWIN-WILLIAMS COR - Total For Balefill - Disposal & Landfill</i>			<i>\$296.79</i>
SHERWIN-WILLIAMS COR	Traffic Control	Walk behind striper parts	\$105.19
<i>SHERWIN-WILLIAMS COR - Total For Traffic Control</i>			<i>\$105.19</i>
SHERWIN-WILLIAMS COR - ALL DEPARTMENTS			\$401.98

SMITH PSYCHOLOGICAL

SMITH PSYCHOLOGICAL	Police Administration	Confidential legal and/or medical matters	\$200.00
<i>SMITH PSYCHOLOGICAL - Total For Police Administration</i>			<i>\$200.00</i>
SMITH PSYCHOLOGICAL	Police Career Services	Confidential legal and/or medical matters	\$400.00
<i>SMITH PSYCHOLOGICAL - Total For Police Career Services</i>			<i>\$400.00</i>
SMITH PSYCHOLOGICAL - ALL DEPARTMENTS			\$600.00

SOFT DR INC

SOFT DR INC	Municipal Court	Water delivery	\$48.10
SOFT DR INC	Municipal Court	Water delivery	\$34.40
<i>SOFT DR INC - Total For Municipal Court</i>			<i>\$82.50</i>
SOFT DR INC - ALL DEPARTMENTS			\$82.50

SOLID WASTE ASSOCIA

SOLID WASTE ASSOCIA	Balefill - Disposal & Landfill	TRAINING	\$49.00
<i>SOLID WASTE ASSOCIA - Total For Balefill - Disposal & Landfill</i>			<i>\$49.00</i>
SOLID WASTE ASSOCIA - ALL DEPARTMENTS			\$49.00

SPORTSMANS WAREHOUSE

SPORTSMANS WAREHOUSE	Parks - Parks Maint.	Cooler for water and volunteers	\$64.99
<i>SPORTSMANS WAREHOUSE - Total For Parks - Parks Maint.</i>			<i>\$64.99</i>
SPORTSMANS WAREHOUSE - ALL DEPARTMENTS			\$64.99

SQ BAILEY'S ACE HAR

SQ BAILEY'S ACE HAR	Cemetery	HARDWARE STORES CEMETERY IRRIGATION SPR	\$1,080.00
<i>SQ BAILEY'S ACE HAR - Total For Cemetery</i>			<i>\$1,080.00</i>
SQ BAILEY'S ACE HAR - ALL DEPARTMENTS			\$1,080.00

SQ PEDEN'S INC.

SQ PEDEN'S INC.	Human Resources	2 Retirement Plaques	\$70.00
<i>SQ PEDEN'S INC. - Total For Human Resources</i>			<i>\$70.00</i>
SQ PEDEN'S INC. - ALL DEPARTMENTS			\$70.00

STAPLES

STAPLES	Balefill - Baler Processing	OFFICE SUPPLIES BALER BUILDING	\$32.75
STAPLES	Balefill - Baler Processing	PRINTER FOR BALER BREAK ROOM, PAINT PEN	\$99.99
<i>STAPLES - Total For Balefill - Baler Processing</i>			<i>\$132.74</i>
STAPLES	Balefill - Diversion & Special	PRINTER FOR BALER BREAK ROOM, PAINT PEN	\$28.96
<i>STAPLES - Total For Balefill - Diversion & Special</i>			<i>\$28.96</i>
STAPLES	Rec Center - Admin	PENS AND BUSINESS CARD HOLDERS	\$25.57
<i>STAPLES - Total For Rec Center - Admin</i>			<i>\$25.57</i>
STAPLES - ALL DEPARTMENTS			\$187.27

STAPLES DIRECT

STAPLES DIRECT	Aquatics - Pool	STAPLES REFUND OF CARTRIDGES	(\$133.89)
<i>STAPLES DIRECT - Total For Aquatics - Pool</i>			<i>(\$133.89)</i>
STAPLES DIRECT	Rec Center - Admin	POSTER PRINTS	\$31.48
STAPLES DIRECT	Rec Center - Admin	STAPLES REFUND	(\$15.74)
STAPLES DIRECT	Rec Center - Admin	STAPLES REFUND	(\$15.74)
<i>STAPLES DIRECT - Total For Rec Center - Admin</i>			<i>\$0.00</i>

STAPLES DIRECT	Rec Center - Operations	STAPLES REFUND OF CARTRIDGES	(\$414.36)
STAPLES DIRECT	Rec Center - Operations	STAPLES REFUND OF CARTRIDGES	(\$60.92)
<i>STAPLES DIRECT - Total For Rec Center - Operations</i>			<i>(\$475.28)</i>
STAPLES DIRECT - ALL DEPARTMENTS			(\$609.17)

STATE OF WY.

STATE OF WY.	Fire-EMS Training	Background checks on possible new hires	\$156.00
<i>STATE OF WY. - Total For Fire-EMS Training</i>			<i>\$156.00</i>
STATE OF WY.	Health Insurance Fund	April 2021 Contribution Subsidy	\$14,585.90
<i>STATE OF WY. - Total For Health Insurance Fund</i>			<i>\$14,585.90</i>
STATE OF WY. - ALL DEPARTMENTS			\$14,741.90

SUMMIT ELECTRIC LLC.

SUMMIT ELECTRIC LLC.	Buildings & Structures Fund	Troubleshooting	\$174.10
SUMMIT ELECTRIC LLC.	Buildings & Structures Fund	Emergency battery back up kit installation	\$394.00
<i>SUMMIT ELECTRIC LLC. - Total For Buildings & Structures Fund</i>			<i>\$568.10</i>
SUMMIT ELECTRIC LLC. - ALL DEPARTMENTS			\$568.10

SUNSOURCE

SUNSOURCE	WWTP Operations	Filters	\$330.66
<i>SUNSOURCE - Total For WWTP Operations</i>			<i>\$330.66</i>
SUNSOURCE - ALL DEPARTMENTS			\$330.66

SUTHERLANDS 2219

SUTHERLANDS 2219	Police Career Services	LUMBER AND BUILDING MATERIALS STORES	\$35.68
<i>SUTHERLANDS 2219 - Total For Police Career Services</i>			<i>\$35.68</i>
SUTHERLANDS 2219	Regional Water Operations	Chain for Cyclone Box	\$34.99
<i>SUTHERLANDS 2219 - Total For Regional Water Operations</i>			<i>\$34.99</i>
SUTHERLANDS 2219	Water Distribution	Sprinklers	\$37.97
<i>SUTHERLANDS 2219 - Total For Water Distribution</i>			<i>\$37.97</i>
SUTHERLANDS 2219 - ALL DEPARTMENTS			\$108.64

SWI, LLC

SWI, LLC	Balefill - Disposal & Landfill	Work on main & exit gates	\$225.00
SWI, LLC	Balefill - Disposal & Landfill	Work on main gate	\$825.00
<i>SWI, LLC - Total For Balefill - Disposal & Landfill</i>			<i>\$1,050.00</i>
SWI, LLC	Refuse - Residential	Gate repairs	\$225.00
<i>SWI, LLC - Total For Refuse - Residential</i>			<i>\$225.00</i>
SWI, LLC - ALL DEPARTMENTS			\$1,275.00

TETON STEEL

TETON STEEL	Streets	Clear Shield Concrete Cure/Sealer	\$180.00
<i>TETON STEEL - Total For Streets</i>			<i>\$180.00</i>
TETON STEEL - ALL DEPARTMENTS			\$180.00

THATCHER CO.

THATCHER CO.	WWTP Regional Interceptors	Ferrous chloride delivery on 5/26/21	\$9,378.37
<i>THATCHER CO. - Total For WWTP Regional Interceptors</i>			<i>\$9,378.37</i>
THATCHER CO. - ALL DEPARTMENTS			\$9,378.37

THE HOME DEPOT

THE HOME DEPOT	Buildings & Structures Fund	Lift repair supplies for Marathon	\$25.74
THE HOME DEPOT	Buildings & Structures Fund	Returned cleaning supplies	(\$9.97)
<i>THE HOME DEPOT - Total For Buildings & Structures Fund</i>			<i>\$15.77</i>
THE HOME DEPOT	Capital Projects Fund	Drywall for Lansing Repairs	\$194.00
THE HOME DEPOT	Capital Projects Fund	Return of drywall for Lansing Repairs	(\$58.20)
<i>THE HOME DEPOT - Total For Capital Projects Fund</i>			<i>\$135.80</i>
THE HOME DEPOT	Golf - Operations	HOME SUPPLY WAREHOUSE STORES	\$122.37
THE HOME DEPOT	Golf - Operations	Lumber to fix walking bridge #4 Links	\$339.91
<i>THE HOME DEPOT - Total For Golf - Operations</i>			<i>\$462.28</i>
THE HOME DEPOT	Metro Animal Control	HOME SUPPLY WAREHOUSE STORES	\$51.42
<i>THE HOME DEPOT - Total For Metro Animal Control</i>			<i>\$51.42</i>
THE HOME DEPOT - ALL DEPARTMENTS			\$665.27

THE SNARE SHOP

THE SNARE SHOP	Metro Animal Control	SPORTING GOODS STORES	\$19.50
<i>THE SNARE SHOP - Total For Metro Animal Control</i>			<i>\$19.50</i>
THE SNARE SHOP - ALL DEPARTMENTS			\$19.50

THE UPS STORE

THE UPS STORE	Fleet Maintenance Fund	660316 FREIGHT TO RETURN WARRANTY PUMP	\$57.42
<i>THE UPS STORE - Total For Fleet Maintenance Fund</i>			<i>\$57.42</i>
THE UPS STORE - ALL DEPARTMENTS			\$57.42

TLF KEEFES FLOWERS

TLF KEEFES FLOWERS	Balefill - Disposal & Landfill	LDF OTHER	\$83.24
<i>TLF KEEFES FLOWERS - Total For Balefill - Disposal & Landfill</i>			<i>\$83.24</i>
TLF KEEFES FLOWERS - ALL DEPARTMENTS			\$83.24

TLF REXBURG FLORAL

TLF REXBURG FLORAL	Police Administration	FLORISTS	\$75.84
<i>TLF REXBURG FLORAL - Total For Police Administration</i>			<i>\$75.84</i>
TLF REXBURG FLORAL - ALL DEPARTMENTS			\$75.84

TOMAHAWK LIVE TRAP

TOMAHAWK LIVE TRAP	Metro Animal Control	SPORTING GOODS STORES	\$327.19
<i>TOMAHAWK LIVE TRAP - Total For Metro Animal Control</i>			<i>\$327.19</i>
TOMAHAWK LIVE TRAP - ALL DEPARTMENTS			\$327.19

TOOLE DESIGN

TOOLE DESIGN	Metropolitan Planning Org	Casper area bike & pedestrian plan update	\$30,878.97
<i>TOOLE DESIGN - Total For Metropolitan Planning Org</i>			<i>\$30,878.97</i>
TOOLE DESIGN - ALL DEPARTMENTS			\$30,878.97

TOP OFFICE PRODUCTS

TOP OFFICE PRODUCTS	City Attorney	June 2021 copy charge	\$166.62
<i>TOP OFFICE PRODUCTS - Total For City Attorney</i>			\$166.62
TOP OFFICE PRODUCTS	Municipal Court	May 2021 copy charge	\$38.00
<i>TOP OFFICE PRODUCTS - Total For Municipal Court</i>			\$38.00
TOP OFFICE PRODUCTS	WWTP Operations	June 2021 copy charge	\$109.90
<i>TOP OFFICE PRODUCTS - Total For WWTP Operations</i>			\$109.90
TOP OFFICE PRODUCTS - ALL DEPARTMENTS			\$314.52

TOWN OF MILLS

TOWN OF MILLS	Police Grants Fund	Equitable sharing check for DCI #2020-2058	\$72.10
<i>TOWN OF MILLS - Total For Police Grants Fund</i>			\$72.10
TOWN OF MILLS - ALL DEPARTMENTS			\$72.10

TOWNSQUARE MEDIA, IN

TOWNSQUARE MEDIA, IN	Sewer Stormwater	ADVERTISING SERVICES	\$468.60
<i>TOWNSQUARE MEDIA, IN - Total For Sewer Stormwater</i>			\$468.60
TOWNSQUARE MEDIA, IN - ALL DEPARTMENTS			\$468.60

TRACTOR SUPPLY CO

TRACTOR SUPPLY CO	Balefill - Disposal & Landfill	FLY SPRAY FOR BALER	\$49.99
<i>TRACTOR SUPPLY CO - Total For Balefill - Disposal & Landfill</i>			\$49.99
TRACTOR SUPPLY CO - ALL DEPARTMENTS			\$49.99

TRI-STATE TRUCK & EQ

TRI-STATE TRUCK & EQ	Balefill - Disposal & Landfill	Truck rental for baler bldg	\$1,375.00
TRI-STATE TRUCK & EQ	Balefill - Disposal & Landfill	Truck rental for baler bldg	\$1,375.00
TRI-STATE TRUCK & EQ	Balefill - Disposal & Landfill	Truck rental for baler bldg	\$1,375.00
<i>TRI-STATE TRUCK & EQ - Total For Balefill - Disposal & Landfill</i>			\$4,125.00
TRI-STATE TRUCK & EQ - ALL DEPARTMENTS			\$4,125.00

TW ENTERPRISES INC

TW ENTERPRISES INC	Fleet Maintenance Fund	Generator repair	\$988.31
<i>TW ENTERPRISES INC - Total For Fleet Maintenance Fund</i>			<i>\$988.31</i>
TW ENTERPRISES INC - ALL DEPARTMENTS			\$988.31

TYLER TECHNOLOGIES I

TYLER TECHNOLOGIES I	Balefill - Disposal & Landfill	Gems S028911 - Tyler Conversio	\$906.00
TYLER TECHNOLOGIES I	Balefill - Disposal & Landfill	Gems S028911 - Tyler Conversio	\$130.55
<i>TYLER TECHNOLOGIES I - Total For Balefill - Disposal & Landfill</i>			<i>\$1,036.55</i>
TYLER TECHNOLOGIES I	Capital Projects Fund	Gems S028911 - Tyler Conversio	\$2,210.00
TYLER TECHNOLOGIES I	Capital Projects Fund	Gems S028911 - Tyler Conversio	\$2,438.45
TYLER TECHNOLOGIES I	Capital Projects Fund	Gems S028911 - Tyler Conversio	\$15,759.44
<i>TYLER TECHNOLOGIES I - Total For Capital Projects Fund</i>			<i>\$20,407.89</i>
TYLER TECHNOLOGIES I	Information Services	Annual Maintenance for Tyler Munis Products.	135,474.16
<i>TYLER TECHNOLOGIES I - Total For Information Services</i>			<i>\$135,474.16</i>
TYLER TECHNOLOGIES I	Refuse - Residential	Gems S028911 - Tyler Conversio	\$298.55
TYLER TECHNOLOGIES I	Refuse - Residential	Gems S028911 - Tyler Conversio	\$1,359.00
<i>TYLER TECHNOLOGIES I - Total For Refuse - Residential</i>			<i>\$1,657.55</i>
TYLER TECHNOLOGIES I	Regional Water Operations	Gems S028911 - Tyler Conversio	\$169.05
TYLER TECHNOLOGIES I	Regional Water Operations	Gems S028911 - Tyler Conversio	\$226.50
<i>TYLER TECHNOLOGIES I - Total For Regional Water Operations</i>			<i>\$395.55</i>
TYLER TECHNOLOGIES I	Sewer Wastewater Collection	Gems S028911 - Tyler Conversio	\$1,132.50
TYLER TECHNOLOGIES I	Sewer Wastewater Collection	Gems S028911 - Tyler Conversio	\$145.60
<i>TYLER TECHNOLOGIES I - Total For Sewer Wastewater Collection</i>			<i>\$1,278.10</i>
TYLER TECHNOLOGIES I	Water Distribution	Gems S028911 - Tyler Conversio	\$2,491.50
TYLER TECHNOLOGIES I	Water Distribution	Gems S028911 - Tyler Conversio	\$317.80
<i>TYLER TECHNOLOGIES I - Total For Water Distribution</i>			<i>\$2,809.30</i>
TYLER TECHNOLOGIES I	WWTP Operations	Gems S028911 - Tyler Conversio	\$775.06
<i>TYLER TECHNOLOGIES I - Total For WWTP Operations</i>			<i>\$775.06</i>
TYLER TECHNOLOGIES I - ALL DEPARTMENTS			\$163,834.16

UA.COM 888-727-6687

UA.COM 888-727-6687	Police Career Services	MEN'S AND BOYS' CLOTHING AND ACCESSORIES	\$105.00
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UA.COM 888-727-6687 - Total For Police Career Services \$105.00

UA.COM 888-727-6687 - ALL DEPARTMENTS \$105.00

UNIFORMS 2 GEAR

UNIFORMS 2 GEAR	Police Career Services	Embroidery service	\$16.00
UNIFORMS 2 GEAR	Police Career Services	Embroidery service	\$16.00
UNIFORMS 2 GEAR	Police Career Services	Uniform gear	\$117.30
UNIFORMS 2 GEAR	Police Career Services	Uniform gear	\$161.81
UNIFORMS 2 GEAR	Police Career Services	Uniform gear	\$90.03
UNIFORMS 2 GEAR	Police Career Services	Uniform gear	\$28.00
UNIFORMS 2 GEAR	Police Career Services	Uniform gear	\$1,410.00
UNIFORMS 2 GEAR	Police Career Services	Uniform gear	\$28.00

UNIFORMS 2 GEAR - Total For Police Career Services \$1,867.14

UNIFORMS 2 GEAR - ALL DEPARTMENTS \$1,867.14

UNION WIRELESS

UNION WIRELESS	Water Tanks	Upper Rock Creek Reservoir SCADA & Cell Phon	\$95.24
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UNION WIRELESS - Total For Water Tanks \$95.24

UNION WIRELESS - ALL DEPARTMENTS \$95.24

UNITED 0162357761

UNITED 0162357761	Police Career Services	UNITED AIRLINES	\$528.80
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UNITED 0162357761 - Total For Police Career Services \$528.80

UNITED 0162357761 - ALL DEPARTMENTS \$528.80

UNITED 0169928874

UNITED 0169928874	Police Career Services	UNITED AIRLINES	\$35.00
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UNITED 0169928874 - Total For Police Career Services \$35.00

UNITED 0169928874 - ALL DEPARTMENTS \$35.00

USDA / APHIS / WILDL

USDA / APHIS / WILDL	Weed & Pest Fund	Gas Cartridges	\$1,155.52
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<i>USDA / APHIS / WILDL - Total For Weed & Pest Fund</i>	\$1,155.52
USDA / APHIS / WILDL - ALL DEPARTMENTS	\$1,155.52

VCN NATRONACOTITLESC

VCN NATRONACOTITLESC	Fleet Maintenance Fund	TITLE FEE	\$17.50
<i>VCN NATRONACOTITLESC - Total For Fleet Maintenance Fund</i>			<i>\$17.50</i>
VCN NATRONACOTITLESC - ALL DEPARTMENTS			\$17.50

VERIZON WIRELESS

VERIZON WIRELESS	Code Enforcement	Acct #942107055-00001	\$162.13
<i>VERIZON WIRELESS - Total For Code Enforcement</i>			<i>\$162.13</i>
VERIZON WIRELESS	Fire-EMS Administration	Acct #571507176-00001	\$3,566.19
VERIZON WIRELESS	Fire-EMS Administration	Acct #571507176-00002	\$120.03
<i>VERIZON WIRELESS - Total For Fire-EMS Administration</i>			<i>\$3,686.22</i>
VERIZON WIRELESS	Sewer Wastewater Collection	Acct #742239432-00002	\$74.79
VERIZON WIRELESS	Sewer Wastewater Collection	Acct #742239432-00002	\$74.79
<i>VERIZON WIRELESS - Total For Sewer Wastewater Collection</i>			<i>\$149.58</i>
VERIZON WIRELESS	Water Meters	Acct #942021615-00001	\$266.75
VERIZON WIRELESS	Water Meters	Acct #942021615-00001	\$266.76
<i>VERIZON WIRELESS - Total For Water Meters</i>			<i>\$533.51</i>
VERIZON WIRELESS	WWTP Operations	Acct #842227834-00001	\$148.13
<i>VERIZON WIRELESS - Total For WWTP Operations</i>			<i>\$148.13</i>
VERIZON WIRELESS - ALL DEPARTMENTS			\$4,679.57

VERMEER SALES & SERV

VERMEER SALES & SERV	Fleet Maintenance Fund	Equipment repair	\$4,455.83
<i>VERMEER SALES & SERV - Total For Fleet Maintenance Fund</i>			<i>\$4,455.83</i>
VERMEER SALES & SERV - ALL DEPARTMENTS			\$4,455.83

VOIANCE LLC

VOIANCE LLC	Police Patrol	BUSINESS SERVICES NOT ELSEWHERE CLASSIFI	\$72.04
<i>VOIANCE LLC - Total For Police Patrol</i>			<i>\$72.04</i>

VOIANCE LLC - ALL DEPARTMENTS \$72.04

VRC COMPANIES LLC

VRC COMPANIES LLC Municipal Court Destruction of files \$55.13

VRC COMPANIES LLC - Total For Municipal Court \$55.13

VRC COMPANIES LLC - ALL DEPARTMENTS \$55.13

VZWRLSS MY VZ VB P

VZWRLSS MY VZ VB P Golf - Operations Cellular Service for Irrigation I pad \$80.02

VZWRLSS MY VZ VB P - Total For Golf - Operations \$80.02

VZWRLSS MY VZ VB P Regional Water Operations WTP Operator Cell Phone \$63.15

VZWRLSS MY VZ VB P - Total For Regional Water Operations \$63.15

VZWRLSS MY VZ VB P - ALL DEPARTMENTS \$143.17

WAGNERS OUTDOOR OUTF

WAGNERS OUTDOOR OUTF Streets Propane--8.6 Gallons \$23.99

WAGNERS OUTDOOR OUTF - Total For Streets \$23.99

WAGNERS OUTDOOR OUTF - ALL DEPARTMENTS \$23.99

WAL-MART #1617

WAL-MART #1617 Metro Animal Control GROCERY STORES, SUPERMARKETS \$54.64

WAL-MART #1617 - Total For Metro Animal Control \$54.64

WAL-MART #1617 - ALL DEPARTMENTS \$54.64

WAL-MART #3778

WAL-MART #3778 Aquatics - Pool Watermelon for Watermelon Mondays \$8.96

WAL-MART #3778 - Total For Aquatics - Pool \$8.96

WAL-MART #3778 Regional Water Operations RWS Lunch supplies \$34.95

WAL-MART #3778 - Total For Regional Water Operations \$34.95

WAL-MART #3778 - ALL DEPARTMENTS \$43.91

WASTECORP PUMPS, LLC

WASTECORP PUMPS, LLC	WWTP Operations	Plunger	\$1,142.19
<i>WASTECORP PUMPS, LLC - Total For WWTP Operations</i>			<i>\$1,142.19</i>
WASTECORP PUMPS, LLC - ALL DEPARTMENTS			\$1,142.19

WAYNE COLEMAN CONSTR

WAYNE COLEMAN CONSTR	Capital Projects Fund	Horizon Park	\$1,841.19
<i>WAYNE COLEMAN CONSTR - Total For Capital Projects Fund</i>			<i>\$1,841.19</i>
WAYNE COLEMAN CONSTR - ALL DEPARTMENTS			\$1,841.19

WEAR PARTS INC

WEAR PARTS INC	Fleet Maintenance Fund	nuts, bolts, washers	\$14.60
<i>WEAR PARTS INC - Total For Fleet Maintenance Fund</i>			<i>\$14.60</i>
WEAR PARTS INC	RWS - Booster Stations	Booster flanges	\$136.41
<i>WEAR PARTS INC - Total For RWS - Booster Stations</i>			<i>\$136.41</i>
WEAR PARTS INC	WWTP Operations	Filters	\$185.50
<i>WEAR PARTS INC - Total For WWTP Operations</i>			<i>\$185.50</i>
WEAR PARTS INC - ALL DEPARTMENTS			\$336.51

WEST PLAINS ENGINEER

WEST PLAINS ENGINEER	Sewer Wastewater Collection CPU Generator Replacements (21		\$1,916.66
<i>WEST PLAINS ENGINEER - Total For Sewer Wastewater Collection</i>			<i>\$1,916.66</i>
WEST PLAINS ENGINEER	WWTP Operations	CPU Generator Replacements (21	\$3,866.67
<i>WEST PLAINS ENGINEER - Total For WWTP Operations</i>			<i>\$3,866.67</i>
WEST PLAINS ENGINEER	WWTP Regional Interceptors	CPU Generator Replacements (21	\$3,866.67
<i>WEST PLAINS ENGINEER - Total For WWTP Regional Interceptors</i>			<i>\$3,866.67</i>
WEST PLAINS ENGINEER - ALL DEPARTMENTS			\$9,650.00

WESTCOAST ROTOR, INC

WESTCOAST ROTOR, INC	WWTP Operations	Shaft	\$445.98
<i>WESTCOAST ROTOR, INC - Total For WWTP Operations</i>			<i>\$445.98</i>

WESTCOAST ROTOR, INC - ALL DEPARTMENTS \$445.98

WESTERN RESEARCH & D

WESTERN RESEARCH & D Metropolitan Planning Org Evansville Trail Linkage Study \$6,347.70

WESTERN RESEARCH & D Metropolitan Planning Org Evansville Traffic Study \$5,742.45

WESTERN RESEARCH & D - Total For Metropolitan Planning Org \$12,090.15

WESTERN RESEARCH & D - ALL DEPARTMENTS \$12,090.15

WESTERN STATES FIRE

WESTERN STATES FIRE Capital Projects Fund Fire sprinkler inspection & repair \$550.00

WESTERN STATES FIRE - Total For Capital Projects Fund \$550.00

WESTERN STATES FIRE - ALL DEPARTMENTS \$550.00

WESTERN WATER CONSUL

WESTERN WATER CONSUL Metropolitan Planning Org Robertson Road to Mills trail extension \$551.88

WESTERN WATER CONSUL - Total For Metropolitan Planning Org \$551.88

WESTERN WATER CONSUL - ALL DEPARTMENTS \$551.88

WESTERN WYOMING LOCK

WESTERN WYOMING LOCK Police Investigations BUSINESS SERVICES NOT ELSEWHERE CLASSIFI \$15.00

WESTERN WYOMING LOCK Police Investigations Cylinder service/repair \$93.00

WESTERN WYOMING LOCK - Total For Police Investigations \$108.00

WESTERN WYOMING LOCK - ALL DEPARTMENTS \$108.00

WILLIAMS, PORTER, DA

WILLIAMS, PORTER, DA Property Insurance Fund Confidential legal/medical matters \$304.50

WILLIAMS, PORTER, DA - Total For Property Insurance Fund \$304.50

WILLIAMS, PORTER, DA WWTP Operations Legal services \$192.50

WILLIAMS, PORTER, DA - Total For WWTP Operations \$192.50

WILLIAMS, PORTER, DA - ALL DEPARTMENTS \$497.00

WLC ENGINEERING - SU

WLC ENGINEERING - SU	Capital Projects Fund	Industrial Avenue 19-068 - Con	\$6,402.05
WLC ENGINEERING - SU	Capital Projects Fund	Design & CA for Morad Park to	\$6,510.65
<i>WLC ENGINEERING - SU - Total For Capital Projects Fund</i>			<i>\$12,912.70</i>
WLC ENGINEERING - SU	Engineering	City surveyor	\$1,076.00
WLC ENGINEERING - SU	Engineering	City surveyor	\$145.00
WLC ENGINEERING - SU	Engineering	City surveyor	\$145.00
<i>WLC ENGINEERING - SU - Total For Engineering</i>			<i>\$1,366.00</i>
WLC ENGINEERING - SU - ALL DEPARTMENTS			\$14,278.70

WM SUPERCENTER

WM SUPERCENTER	Aquatics - Pool	Outdoor Pool Supplies	\$23.20
<i>WM SUPERCENTER - Total For Aquatics - Pool</i>			<i>\$23.20</i>
WM SUPERCENTER	Balefill - Baler Processing	SHOWER OP SUPPLIES	\$59.22
WM SUPERCENTER	Balefill - Baler Processing	TOOLS AND SHOWER SUPPLIES BALER LOCKER	\$33.30
<i>WM SUPERCENTER - Total For Balefill - Baler Processing</i>			<i>\$92.52</i>
WM SUPERCENTER	Buildings & Structures Fund	City Hall Custodial Supplies	\$9.00
<i>WM SUPERCENTER - Total For Buildings & Structures Fund</i>			<i>\$9.00</i>
WM SUPERCENTER	Metro Animal Control	GROCERY STORES, SUPERMARKETS	\$20.05
<i>WM SUPERCENTER - Total For Metro Animal Control</i>			<i>\$20.05</i>
WM SUPERCENTER	Police Traffic Enforcement	GROCERY STORES, SUPERMARKETS	\$12.56
<i>WM SUPERCENTER - Total For Police Traffic Enforcement</i>			<i>\$12.56</i>
WM SUPERCENTER	Rec Center - Classes	Camp Supplies & Class Supplies	\$185.16
WM SUPERCENTER	Rec Center - Classes	Camp Supplies	\$39.94
<i>WM SUPERCENTER - Total For Rec Center - Classes</i>			<i>\$225.10</i>
WM SUPERCENTER - ALL DEPARTMENTS			\$382.43

WY. ASSOC. OF MUNICI

WY. ASSOC. OF MUNICI	City Clerk	Membership dues	\$65.00
<i>WY. ASSOC. OF MUNICI - Total For City Clerk</i>			<i>\$65.00</i>
WY. ASSOC. OF MUNICI	City Council	FY 2022 WAM Membership Dues	\$44,420.91
<i>WY. ASSOC. OF MUNICI - Total For City Council</i>			<i>\$44,420.91</i>
WY. ASSOC. OF MUNICI	Finance	Membership dues	\$65.00

<i>WY. ASSOC. OF MUNICI - Total For Finance</i>			<i>\$65.00</i>
WY. ASSOC. OF MUNICI - ALL DEPARTMENTS			\$44,550.91
WY. DEPT. OF TRANSP			
WY. DEPT. OF TRANSP	Capital Projects Fund	Gems S028919 - I-25 & Casper m	\$145.18
WY. DEPT. OF TRANSP	Capital Projects Fund	Decorative Lighting, Street Tr	\$34.12
WY. DEPT. OF TRANSP	Capital Projects Fund	Gems S028919 - I-25 & Casper m	\$24.22
WY. DEPT. OF TRANSP	Capital Projects Fund	Gems S028919 - I-25 & Casper m	\$62.59
<i>WY. DEPT. OF TRANSP - Total For Capital Projects Fund</i>			<i>\$266.11</i>
WY. DEPT. OF TRANSP - ALL DEPARTMENTS			\$266.11
WY. MACHINERY CO.			
WY. MACHINERY CO.	Balefill - Disposal & Landfill	Mobile machinery tax	\$1,256.25
<i>WY. MACHINERY CO. - Total For Balefill - Disposal & Landfill</i>			<i>\$1,256.25</i>
WY. MACHINERY CO.	Fleet Maintenance Fund	NEXG5007 Renewal	\$1,200.00
<i>WY. MACHINERY CO. - Total For Fleet Maintenance Fund</i>			<i>\$1,200.00</i>
WY. MACHINERY CO. - ALL DEPARTMENTS			\$2,456.25
WYDSHEARING/PROBATIO			
WYDSHEARING/PROBATIO	Refuse - Residential	CDL PRETRIP TEST DRIVING EB	\$87.50
WYDSHEARING/PROBATIO	Refuse - Residential	CDL PRETRIP TEST DRIVING CP	\$87.50
<i>WYDSHEARING/PROBATIO - Total For Refuse - Residential</i>			<i>\$175.00</i>
WYDSHEARING/PROBATIO - ALL DEPARTMENTS			\$175.00
WYOMING STEEL & RECY			
WYOMING STEEL & RECY	Balefill - Disposal & Landfill	Steel for fork pockets	\$584.50
<i>WYOMING STEEL & RECY - Total For Balefill - Disposal & Landfill</i>			<i>\$584.50</i>
WYOMING STEEL & RECY	Refuse - Recycling	Freon removal	\$2,175.00
WYOMING STEEL & RECY	Refuse - Recycling	Freon removal	\$1,750.00
<i>WYOMING STEEL & RECY - Total For Refuse - Recycling</i>			<i>\$3,925.00</i>
WYOMING STEEL & RECY - ALL DEPARTMENTS			\$4,509.50

CITYWIDE BILLS AND CLAIMS TOTAL

\$1,813,899.31

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
 08/03/21

Additional Accounts Payable

07/15/21

Prewrits - Petty Cash, PCORI Fees, Retail Sewer Revenue/Wholesale 201, Customer Refund & Payroll Vendors

FIB - Petty Cash (Muni Court)	40.00
Internal Revenue Service	255.36
Skyline Ranches - May & June 2021 retail sewer revenue/wholesale 201	437.32
Sherry Johnson - Customer refund	294.42
Westland Park - Red Buttes - May & June 2021 retail sewer revenue/wholesale 201	4,233.64
Wyoming Retirement System - City	261,021.90
Wyoming Retirement System - Fire	140,788.87
Wyoming Retirement System - Police	114,042.92
	521,114.43

07/22/21

Prewrits - Vendor Payables, Travel Reimbursement, Petty Cash & Customer Refund

All Area Process Service	150.00
Sarah Boyle - Travel reimbursement	156.12
Mike Ogden - Travel reimbursement	374.53
Jake Bigelow - Fuel reimbursement	49.04
FIB - Petty Cash (Metro)	182.60
FIB - Petty Cash (Muni Court)	15.00
Midwest Laboratories	441.00
Berray, Kenneth (customer refund)	148.70
	1,516.99

Total Additional AP \$ 522,631.42

July 19, 2021

MEMO TO: J. Carter Napier, City Manager *JCN*
FROM: Jill Johnson, Financial Services Director *JJ*
SUBJECT: Establishing August 17, 2021, as the Public Hearing Date for Adoption of Fiscal Year 2022 Budget Amendment #1

Meeting Type & Date

Regular Council Meeting
August 3, 2021

Action type

Minute Action

Recommendation

That Council, by minute action, establish August 17, 2021, as the date of public hearing for consideration of the adoption of the Fiscal Year 2022 Budget Amendment #1.

Summary

The Municipal Budget Act, Section 16-4-108, prohibits the expenditure or encumbrance of any money in excess of the amounts provided in the budget for each department. To comply with this requirement, City Council may authorize an adjustment of budgets. It has been determined that adjustments to the Fiscal Year 2022 adopted budget are necessary and are being prepared for Council consideration. The City Council is respectfully requested to establish August 17, 2021, as the public hearing date for the consideration and adoption of the 1st amendment to the Fiscal Year 2022 budget.

Financial Considerations

None


Oversight/Project Responsibility


Jill Johnson, Financial Services Director

Attachments

None

July 21, 2021

MEMO TO: J. Carter Napier, City Manager 

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

SUBJECT: Establish Public Hearing for Transfer of Retail Liquor License No. 28 from 307 Bar, LLC, d/b/a 307 Bar Located at 4370 South Poplar Street to Sunrise Center Entertainment, LLC d/b/a Let it Roll, Located at 4370 South Poplar Street.

Meeting Type & Date

Regular Council Meeting
August 3, 2021

Action type

Establish Public Hearing
Minute Action

Recommendation

That Council, by minute action, establish August 17, 2021 as the Public Hearing date for a transfer of ownership for retail liquor license no. 28 from 307 Bar, LLC, d/b/a 307 Bar located at 4370 South Poplar Street to Sunrise Center Entertainment LLC, d/b/a Let it Roll, located at 4370 South Poplar Street.

Summary

An application has been received requesting a transfer of ownership for retail liquor license no. 28 from Proper 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.

This retail liquor license transferred to 307 Bar, LLC d/b/a 307 Bar on April 20, 2021. 307 Bar has since decided they no longer want to retain this liquor license and has agreed to transfer it to Sunrise Center Entertainment, LLC, d/b/a Let it Roll.

If approved, the applicant plans to open the bowling alley and the package liquor store immediately. They will make some renovations to the restaurant area and once the proper inspections and permits are acquired they will open the restaurant food and alcohol service.

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 05.08.080, 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).

Financial Considerations

The transfer fee for this license is \$100.

Oversight/Project Responsibility

Carla Mills-Laatsch, Licensing Specialist

Attachments

None

July 21, 2021

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

FROM: Liz Becher, Community Development Director *eb*

SUBJECT: Public Hearing for Consideration of an Ordinance approving a zone change of the Back Nine Addition

Meeting Type & Date:

Regular Council Meeting, August 3, 2021

Action Type:

First reading of an ordinance, and public hearing

Recommendation:

That Council, approve a zone change of the Back Nine Addition from PUD (Planned Unit Development) to R-2 (One Unit Residential), R-3 (One to Four Unit Residential) and C-2 (General Business).

Summary:

An application has been submitted requesting a change of the zoning classification of The Back Nine Addition from PUD (Planned Unit Development), to R-2 (One Unit Residential), R-3 (One to Four Unit Residential) and C-2 (General Business). The property encompasses approximately 44.5-acres, and was originally zoned PUD (Planned Unit Development) in June of 2011. Given the inflexibility of the PUD (Planned Unit Development) zoning guidelines, the applicants would prefer to develop the subdivision under traditional zoning regulations.

The Planning and Zoning Commission voted, unanimously, to support the zone change, as requested, after a public hearing on June 17, 2021. There was significant public interest and discussion about this case, and it is highly recommended that the City Council review the video of the Planning and Zoning Commission public hearing on the City's website, beginning at approximately the 46:00 minute mark, at the following link: <https://www.youtube.com/watch?v=6pt-Dh3rtig>

The complete Planning and Zoning Commission packet is being provided for Council's review, including original and supplemental staff reports, application materials, Subdivision Agreement and PUD Guidelines, and public comments from neighbors. After the Planning and Zoning Commission hearing, staff received one (1) additional letter from a property owner requesting to rescind his previously-submitted formal letter of protest/opposition to the zone change.

Financial Considerations:

Not applicable

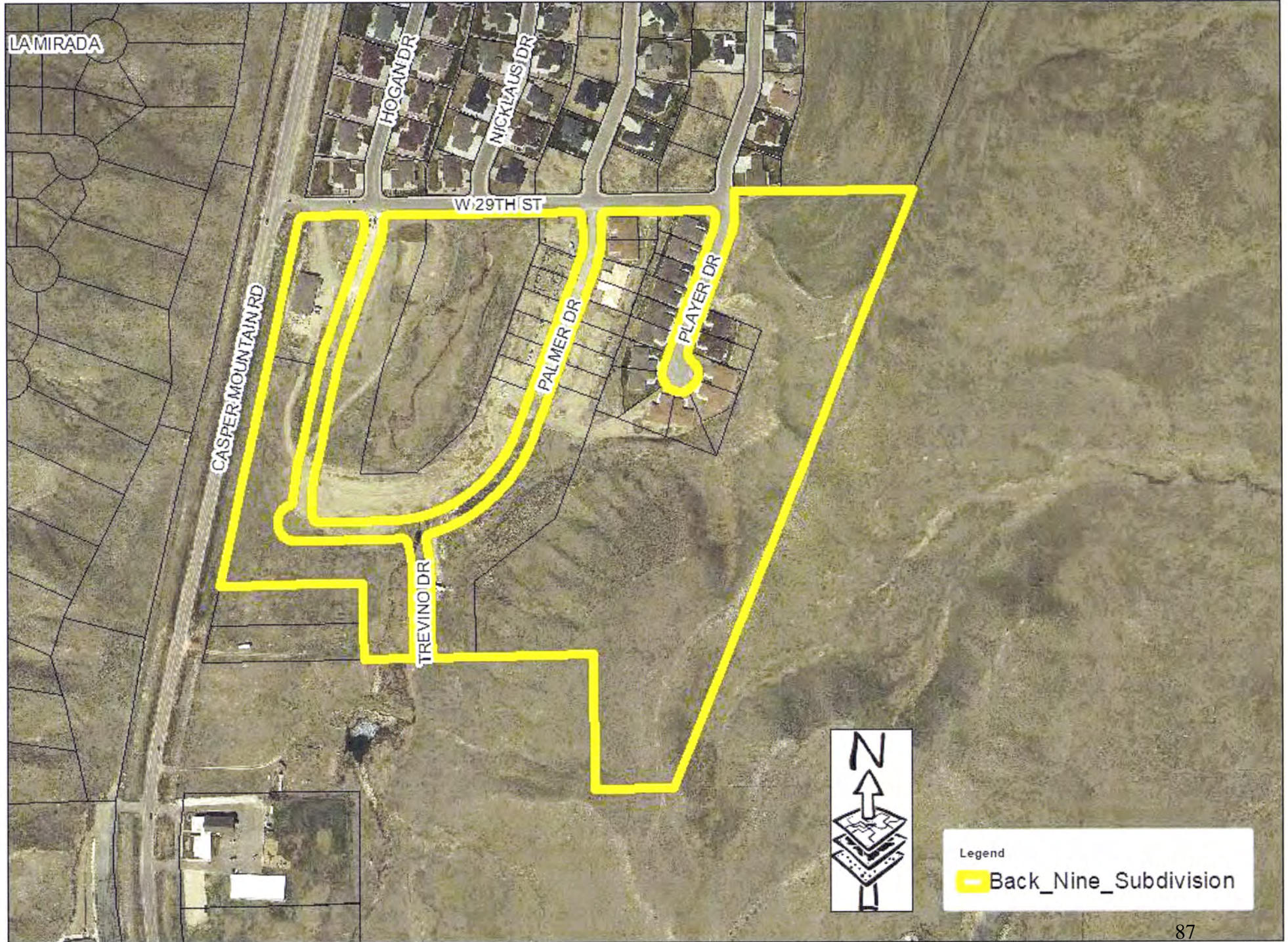
Oversight/Project Responsibility:

Community Development Department – Planning Division

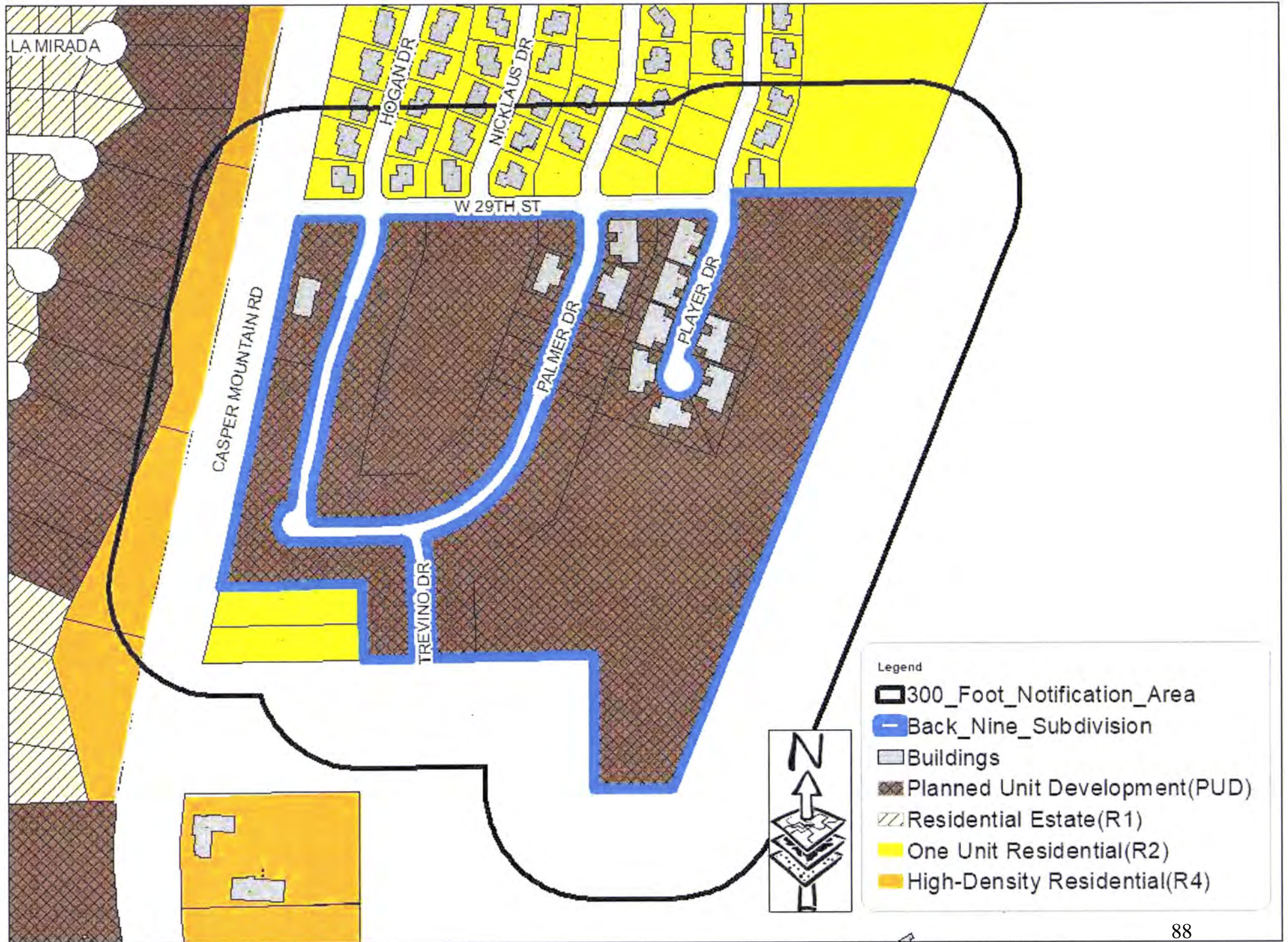
Attachments:

- Location Map (Aerial)
- Location Map (Existing Zoning)
- Ordinance
- Public Comment from Gunsight, LLC, dated June 30, 2021, withdrawing formal opposition/protest.
- P&Z Commission packet materials:
 - Staff report dated June 11, 2021;
 - Supplementary staff report dated June 15, 2021;
 - Plat of The Back Nine Addition;
 - The Back Nine Subdivision Agreement, dated June 21, 2011, including PUD Guidelines;
 - Zone Change Application with twenty-five (25) letters of support from residents within the Back Nine Subdivision;
 - Letters of support/opposition from surrounding property owners.

Back Nine Subdivision - Rezone



Back Nine Subdivision - Rezone



GUNSIGHT, LLC

A Wyoming limited Liability Company

Stuart D. Atnip
Managing Member

(307) 266-4672

114 E. 27th Street
Casper, WY 82601

June 30, 2021

City of Casper, Wyoming
C/O: Craig Collins, City Planner
200 N. David, Room 205
Casper, WY 82601

HAND DELIVERED

Re: Withdrawal of Gunsight, LLC's Protest and Objection to Zone Changes being proposed in Case Number ZOC-000010-2021 and its Letter of Rebuttal dated June 15, 2021.

Dear Mr. Collins:

This is notice that Gunsight, LLC is withdrawing its protest and objection to Case Number ZOC-000010-2021 that it filed in the above matter on June 10, 2021, as well as its letter of rebuttal dated June 15, 2021, said documents to not be of any further force or effect.

Respectfully Submitted:



Stuart D. Atnip
Managing Member
Gunsight, LLC
114 East 27th Street
Casper, Wyoming 82601
(307) 266-4672

June 11, 2021

MEMO TO: Susan Frank, Chairperson
Members of the Planning and Zoning Commission

FROM: Liz Becher, Community Development Director
Craig Collins, AICP, City Planner

SUBJECT: **ZOC-000010-2021** – Petition for a zone change of the Back Nine Addition Planned Unit Development (PUD), all properties being located north of West 29th Street. Said zone change will amend the zoning classification of the subdivision from PUD (Planned Unit Development) as follows:

- 2906-2957 (Inclusive) Palmer Drive – R-3 (One to Four Unit Residential);
- 2904-2968 (Inclusive) Player Drive – R-3 (One to Four Unit Residential);
- Tract F (southeast corner of Casper Mountain Road and W. 29th St.) – C-2 (General Business);
- Balance of the Subdivision – R-2 (One Unit Residential).

Authorized Representatives: Colby Fronterio and Doug Tille, on behalf of all property owners in the subdivision.

Recommendation:

If, after hearing public testimony, and considering the facts of the case, the Planning and Zoning Commission finds that the proposed zone change meets the minimum requirements of the Casper Municipal Code, and is in conformance with the Comprehensive Land Use Plan, staff would recommend approval of the zone change, with a “do pass” recommendation to the City Council.

Code Compliance:

Staff has completed all public notice requirements of Section 17.12.170 of the Casper Municipal Code pertaining to zone changes, including notification of property owners within 300 feet by first class mail, posting a sign on the property, and publishing legal notice in the Casper Star-Tribune. **At the time that the staff report was prepared (6/11/2021), staff had received four (4) written responses in opposition to this request, which have been included with the Planning and Zoning Commission’s packet. Any written comments submitted after the completion of the staff report will be presented to the Commission, at the meeting, in hardcopy format.**

Summary:

An application has been submitted requesting a change of the zoning classification of The Back Nine Addition from PUD (Planned Unit Development), to R-2 (One Unit Residential), R-3 (One to Four Unit Residential) and C-2 (General Business).

Subject Property Existing Conditions:

- Size - 44.5-acres, more or less
- Zoning – PUD (Planned Unit Development) approved June 2011 (*see The Back Nine Subdivision Agreement/PUD Guidelines*)
- Current permitted uses under PUD zoning – Two (2) commercial structures and 82 residential dwellings consisting of 78 twinhomes and four (4) detached single-family residential structures. (*see The Back Nine Subdivision Agreement/PUD Guidelines*)
- Player Drive has been constructed. Palmer and Hogan have only been partially constructed to the limit of Phase I.
- Phase I has been platted and structures completed, including one (1) commercial/office building (Tract F) and residential twinhomes along Player and Palmer Drives. Phase II has not yet been subdivided into individual development lots, and is currently undeveloped/vacant. Extension/construction of Palmer Drive, Hogan Drive and Trevino Drive will be required in order to construct lots at the south end of the subdivision, beyond the terminus of the existing paving. (*See The Back Nine Plat of Record*)

Existing zoning adjacent to the subject property is as follows:

- North – R-2 (One Unit Residential);
- South – R-2 (One Unit Residential);
- East – Unincorporated County Land
- West – R-4 (High Density Residential).

The developer of the area is requesting a zone change to adjust to the current real estate market that has changed since the PUD (Planned Unit Development) was initially envisioned a decade ago. The current PUD locked in the type of structures that could be built as only twinhomes, defined as a single-structure, sharing a common wall and lot line between them. Moving forward, the developer would like to depart from the twinhome concept, and instead construct standard, detached single-family dwellings on the property. Unfortunately, the PUD Guidelines that were approved in 2011 do not allow for more than four (4) total single-family detached structures in the subdivision. There are two (2) options available to the developer in order to move forward:

1. Amend the PUD Guidelines; or,
2. Request a zone change to vacate the PUD zoning, and develop the subdivision under standard zoning regulations.

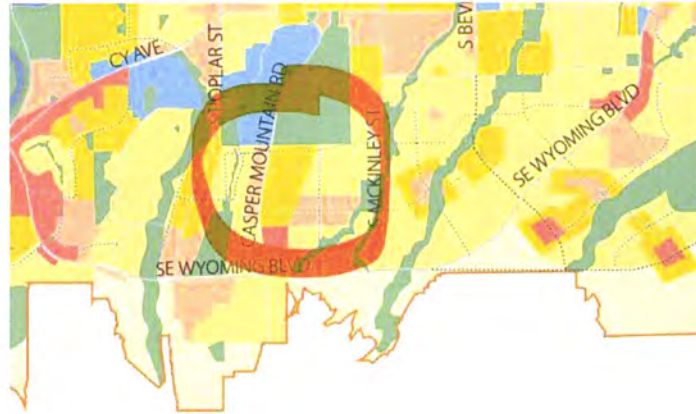
The downside for the developer to continue to develop under PUD (Planned Unit Development) zoning is that it is inflexible, once approved by Council, and requires an extensive process to amend the guiding document (PUD Guidelines). In addition, the PUD zoning classification also requires a set-aside of twenty percent (20%) of the area of the subdivision for “usable open space” for the enjoyment of the residents, whereas traditional zoning does not. According to the

stated “Purpose” of the PUD zoning classification (*see Section 17.52.010*), PUD zoning is intended to be a flexible zoning district, used to encourage the application of new techniques and new technology to community development, which will result in superior living or development arrangements with lasting values. In this case, it is the opinion of the City Planner that there is nothing unique or extraordinary about this particular subdivision that warrants the “flexible” standards provided for under PUD zoning, and which cannot be accommodated under traditional zoning. Unfortunately, the Planned Unit Development (PUD) zoning classification is widely misunderstood, and has rarely been used in Casper for its intended purpose. Neither has PUD zoning generally resulted in a development pattern or enhanced quality of development that differs significantly from areas that fall under traditional zoning classifications. In fact, PUD (Planned Unit Development) zoning has most often resulted in an impediment to efficient and timely development, with developers being unable to adjust to market pressures over time.

Property owners outside of the PUD are understandably concerned about the development of The Back Nine Addition; however, their concerns must be put in perspective. The purpose of the PUD zoning classification should not be distorted or misconstrued as somehow protecting, or giving property owners outside the subdivision any assurances, authority, or means of control over how the area is developed, above-and-beyond the typical level of influence surrounding property owners enjoy with any proposed zone change. Unfortunately, the common and mistaken perception that PUD zoning classification confers extra assurances to neighbors is a strong deterrent to its use/adoption by the development community. As is the case with all proposed zone changes, the Planning and Zoning Commission’s primary considerations must be its conformity with the adopted Comprehensive Land Use Plan and the overall benefit to the welfare of the community.

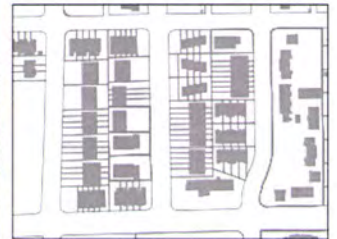
Comprehensive Land Use Plan Conformity:

As with all proposed zone changes, Section 17.12.170 of the Casper Municipal Code requires that staff review zoning applications in the context of the approved Comprehensive Land Use Plan, and provide a recommendation to the Planning and Zoning Commission and City Council as to how the zone change is either supported, or not supported. The Generation Casper Comprehensive Plan provides a Future Land Use Plan (FLU), which is found in Chapter Four (4), on Page 4-26. The FLU is an illustrative map that identifies the physical distribution of land uses, and forms the basis for future zoning and land use regulations. The subject property is located in an area designated as “Neighborhood 3.” Page 4-31 of the Plan provides general characteristics of areas designated as a Neighborhood 3, which typically includes a mix of single and multi-family dwellings, as well as small offices, civic uses and community uses that support the surrounding residential. A rezone of the property, as proposed, would be in keeping with the land uses envisioned under the “Neighborhood 3” FLU (future land use) designation.



- Neighborhood 1
- Neighborhood 2
- Neighborhood 3
- Neighborhood Centers
- Community Centers
- Employment Mixed Use
- Employment Centers
- Urban Center
- Parks + Open Space
- Urban Growth Boundary
- North Platte River
- Railroad
- Proposed Principal Arterials
- Proposed Minor Arterials
- Proposed Collector Roads

Neighborhood 3



GENERAL CHARACTERISTICS

Higher density neighborhoods near commercial centers and major corridors. Housing is built adjacent to sidewalks. To meet the needs of people in all stages of life, these neighborhoods are supported by a multimodal network, pocket parks, and public gathering spaces. Small offices, civic uses, and community uses (churches, daycare, etc.) that support the surrounding residential, would be acceptable, as necessary. Neighborhood 3 serves as a transition between Neighborhood 2 and Neighborhood Centers and Mixed Use areas.

PRIMARY USES

Attached, single- and multifamily dwellings, including duplexes, townhomes, and other similar types of dwellings, at higher densities. Small format office and community uses.

RES. DENSITY

8 - 30
DU/Acre

NON-RES. FAR

2.0

BUILDING HEIGHT

2 - 8 Stories

Land Uses Permitted Under PUD Zoning:

17.52.030 Permitted uses.

Except as otherwise permitted or restricted, all uses permitted in the R-1, R-2, R-3, R-4, R-5, R-6, C-1, C-2, M-1, and M-2 districts are permitted in a PUD, provided that when residential uses are proposed for a specific PUD, any commercial uses proposed for the PUD must be shown to be primarily for the service and convenience of the residents of the development and the immediate neighborhood and that such uses, if any, shall not change, injure, or destroy, temporarily or permanently, the predominantly residential character of the PUD.

Land Uses Permitted under proposed R-2, R-3 and C-2 Zoning Classifications:

17.32.020 Permitted uses.

Except as otherwise provided, in an R-2 district, no building, structure, or other land use shall be erected or used except for the following:

- A. Conventional site-built **single-family dwellings** and manufactured homes with siding material consisting of wood or wood products, stucco, brick, rock, or horizontal lap wood, steel or vinyl siding;
- B. Day-care, adult;
- C. Family child care home;
- D. Parks, playgrounds, historical sites, golf courses, and other similar recreational facilities used during daylight hours;
- E. Schools, public, parochial, and private elementary, junior and senior high;
- F. Neighborhood assembly uses;
- G. Neighborhood grocery;
- H. Group home;
- I. Church.

17.36.020 Permitted uses.

Except as otherwise provided, in an R-3 district, no building, structure, or land use shall be erected or used except for the following:

- A. Conventional site-built single-family dwellings and manufactured homes with siding material consisting of wood or wood products, stucco, brick, rock, or horizontal lap wood, steel or vinyl siding;
- B. **Conventional site-built and modular two-family dwellings;**
- C. Conventional site-built and modular multifamily dwellings consisting of not over four individual dwelling units;
- D. Conventional site-built and modular condominiums for residential use consisting of not over four individual dwelling units;
- E. Conventional site-built and modular townhomes for residential use consisting of not over four individual dwelling units;
- F. Day-care, adult;

- G. Family child care home;
- H. Reserved;
- I. Parks, playgrounds, historical sites, golf courses, and other similar recreational facilities used during daylight hours;
- J. Schools, public, parochial, and private elementary, junior and senior high;
- K. Neighborhood assembly uses;
- L. Branch community facilities;
- M. Neighborhood grocery;
- N. Group home;
- O. Church.

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.

June 15, 2021

MEMO TO: Susan Frank, Chairperson
Members of the Planning and Zoning Commission

FROM: Liz Becher, Community Development Director
Craig Collins, AICP, City Planner

SUBJECT: **ZOC-000010-2021** – Petition for a zone change of the Back Nine Addition Planned Unit Development (PUD), all properties being located north of West 29th Street. Said zone change will amend the zoning classification of the subdivision from PUD (Planned Unit Development) as follows:

- 2906-2957 (Inclusive) Palmer Drive – R-3 (One to Four Unit Residential);
- 2904-2968 (Inclusive) Player Drive – R-3 (One to Four Unit Residential);
- Tract F (southeast corner of Casper Mountain Road and W. 29th St.) – C-2 (General Business);
- Balance of the Subdivision – R-2 (One Unit Residential).

Authorized Representatives: Colby Fronterio and Doug Tille, on behalf of all property owners in the subdivision.

Supplementary Information:

The proposed zone change has generated a relatively large amount of discussion between staff, stakeholders and surrounding property owners. The purpose of this supplementary information is to expound on the information that was provided in the staff report, dated June 11, 2021.

1. Gunsight, LLC has provided a written protest, as a property owner within the boundary of The Nine Iron Estates, which owns more than 20% of the area involved in the zone change. According to State Statutes, the protest of more than 20% of the owners involved in a zone change triggers a requirement that a minimum of $\frac{3}{4}$ of the City Council must vote in favor of the zone change in order to approve it, rather than a simple majority. The $\frac{3}{4}$ approval does not apply to the Planning and Zoning Commission, in that the Commission is simply providing a recommendation to Council.
2. City staff does not take a stance, or provide recommendations as to whether this, or any case, should be approved or denied. Per Section 17.12.170 of the Casper Municipal Code, staff's only role in respect to a zone change request is to provide a report to the Commission "as to the conformance with the Comprehensive Land Use Plan."

3. If the Planning and Zoning Commission “approve” the zone change, it will advance to the City Council for their consideration, with a “do-pass” recommendation from the Commission. However, if the zone change were to be denied by the Commission, the zone change will be dead, and will not progress to City Council, unless an appeal is requested, in the manner specified by Code.
4. Zone Changes are a yes or no question, and conditions cannot be included or attached to an approval by the Planning and Zoning Commission or the City Council.
5. Staff has, and will make every attempt to correct any misinformation or points of confusion as they happen, in an effort to keep the Commission and Council informed, maintain fairness in the process, and provide information/education to the public. Staff highly encourages direct questions and discourse in order to ensure that the process remains factual, honest and transparent.
6. In that some communications staff and the Commission have received referenced the concept known as “spot zoning,” a definition is now being provided, as per the verbiage found in Section 17.08.010 of the Casper Municipal Code:

- “Spot Zoning” means the singling out of a particular property or small group of properties for different treatment from that accorded to similar surrounding land; which is contrary to the general pattern of zoning in the surrounding geographic area **and is not in accordance with the comprehensive plan**; and which is designed solely for the economic benefit of the owner of the property receiving special treatment.” *(Emphasis Added)*

Perhaps the most important criteria in determining whether a zone change can be considered to be spot zoning is the extent to which the disputed zoning is consistent with the Comprehensive Land Use Plan. If the Commission and/or City Council determine that a zone change request meets the definition of a “spot zone,” the request should be denied.

7. Although the June 11, 2021 staff report discussed the conformance of the zoning request with the Comprehensive Land Use Plan, specifically, the Future Land Use element of the Plan, staff believes that a more thorough review of the Visions, Principles, Goals and Strategies is warranted.

Chapter 3 of the Generation Casper Comprehensive Land Use Plan *(pg. 3-1)* provides Visions, Principles, Goals and Strategies intended to provide guidance in the implementation of the Plan.

Vision – Endless Character (*pg. 3-5*)

Principle – ECH1. Balanced Uses: Encourage a balance of land uses and provide adequate space and distribution for all uses across the community through identified and planned locations.

Goal – ECH1-4. Housing Space: Promote land use patterns that provide adequate housing of all types, supported by integrated parks and services.

Vision – Undiscovered Quality of Life (*pg. 3-23*)

Principle – UQL1. Stable Neighborhoods: Ensure neighborhoods retain a complimentary character across architectural form and use, yet allow for unique and creative design solutions amongst neighborhoods.

Goal – UQL1-1. Density Transect: Compel design that mitigates impacts of high-density development on established neighborhoods by maintaining a transect of built form, with compatible design and scale in each land use zone.

Principle – UQL2. Quality Neighborhoods: Encourage a small town feel by utilizing a variety of housing options that are supported by a safe and efficient transportation system, neighborhood services and amenities for all household types.

Goal – UQL2-2. Mixed Use Neighborhoods: Provide for commercial uses in and adjacent to residential neighborhoods in a manner that contributes to the neighborhood's integrity and identity through thoughtful design of signage, lighting, buffers, and parking.

Goal – UQL2-5. Public Places: Provide public places in each neighborhood through neighborhood parks, community gardens, and/or corner shops or cafes, which contribute to preserving small-town characteristics.

Chapter 4 of the Comprehensive Land Use Plan (*pg. 4-1*) provides additional framework for the implementation of the Plan.

Page 4-4 – Mix of Uses – “Modern zoning typically results in residential, commercial, and industrial uses not being located close to each other, which promotes the use of the automobile. This increases traffic and makes communities much less friendly for bicyclists and pedestrians. Zoning that promotes a mix of uses and interconnected development can create high-quality walkable communities that preserve roadway and intersection capacity while increasing opportunities for alternative modes like bicycles and transit.”

Page 4-9 – Auto Trip Reduction – The concepts of block configuration, roadway spacing, driveway and intersection spacing, mix of uses, and interconnected development all play a role in reducing the length of vehicle trips and number of

vehicles on the roadway. The benefits of reducing automobile trips are numerous, and can include the following:

- Reduced roadway maintenance costs;
- Fewer accidents;
- Smaller roadways and intersections (lower construction costs);
- Decreased air pollution and carbon emissions;
- Fewer conflicts for bicyclists and pedestrians; and,
- Increased physical activity.

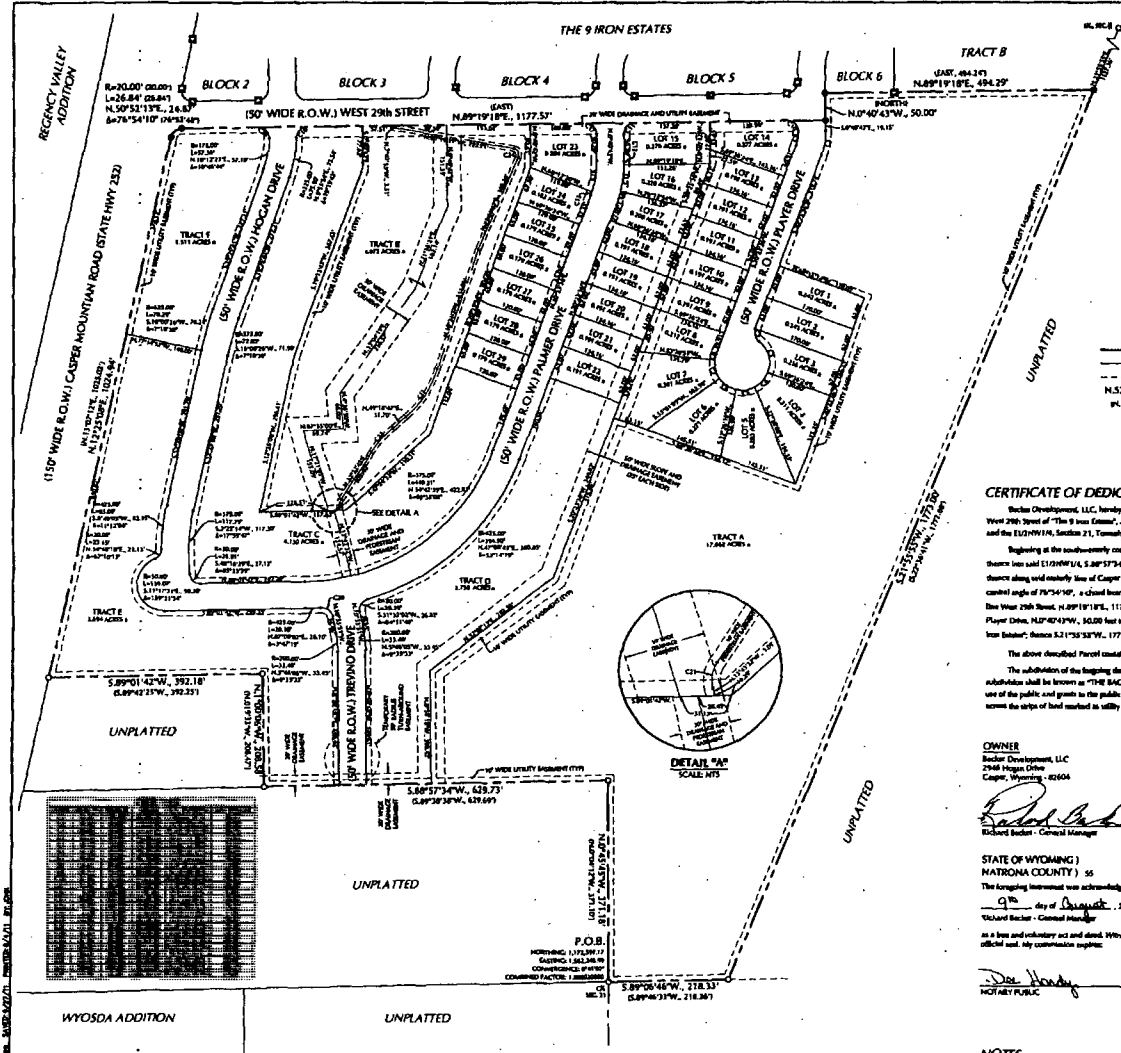
Page 4-24 – Changing Urban Form -”While cars can still be accommodated, greater emphasis should be put on pedestrian and bicycle infrastructure. A mix of land uses should be encouraged in these smaller blocks to cluster jobs, stores, and homes in smaller mixed use land blocks, allowing greater flexibility for development options, and resulting in higher property values.”

8. Based on recent discussions staff has had with concerned citizens, there seems to be confusion about the concept of “buffering,” and how the concept applies to the development of differing land uses, and specifically, to this case. Clarification is provided as follows:

- Appendix C of Title 17 of the Municipal Code deals with Buffering.
- Buffering can be thought of, in general terms, as physical design enhancements/features that mitigate negative impacts that may occur between adjoining land uses.
- The Code provides for several methods of buffering properties:
 - Screening, such as extra landscaping, berms, or fencing/walls (6 alternatives provided);
 - Limitations on building height, bulk, and density;
 - Increased setbacks;
 - Adjustments to the orientation of the buildings;
 - Architectural design enhancements; and,
 - Traffic/circulation modifications.
- However, it is important to note that buffering does not restrict different types of land uses from locating in proximity to, or adjacent to each other. There are no regulations in the Municipal Code, nor are there any suggestions in the Comprehensive Land Use Plan that require that commercial uses must be physically separated from residential uses. It is a common misconception that a steadily decreasing intensity of land uses must be present when any transition in zoning classification from higher intensity to lower intensity occurs. Buffering is intended to

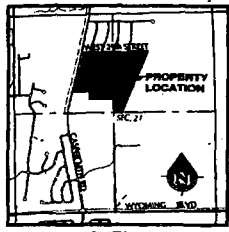
soften/ease the transition of land uses through site planning and design enhancements, the intended effect of which is to mitigate any possible negative impacts. In that a site plan has yet to be submitted for the development of Tract F, it is premature to assume that improper or inadequate buffering is being provided between Tract F and the adjoining residential area.

9. In an effort to alleviate confusion about the size of Tract F (proposed for C-2 General Business) zoning), the parcel is approximately an acre and a half in size, which equates to 3% of the total area of the subdivision.



"THE BACK NINE"
 AN ADDITION TO THE CITY OF CASPER, WYOMING
 BEING A VACATION AND REPLAT OF A PORTION OF TRACT C AND PORTIONS OF WEST 29th STREET OF "THE 9 IRON ESTATES", ALL OF "THE 9 IRON ESTATES" BEING LOCATED IN THE W1/2NE1/4 AND THE E1/2NW1/4, SECTION 21, TOWNSHIP 33 NORTH, RANGE 79 WEST OF THE 6TH PRINCIPAL MERIDIAN, NATRONA COUNTY, WYOMING.

SCALE: 1"=100'



- LEGEND**
- RECOVERED BRASS CAP
 - RECOVERED CORNER AS NOTED
 - SET 5/8" REBAR WALL/ALUMINUM CAP
 - SET BRASS CAP
 - PLAT BOUNDARY
 - LOT LINES
 - EASEMENT LINES
 - MEASURED
 - RECORDED
 - SET 5/8" REBAR ALUMINUM CAP

CERTIFICATE OF DEDICATION

Backus Development, LLC, hereby certifies that they are the owner and proprietor of the foregoing subdivision located in and being a vacation and replat of a portion of Tract C and portions of West 29th Street of "The 9 Iron Estates", an addition to the City of Casper, and all of "The 9 Iron Estates", an addition to the City of Casper, the foregoing subdivision being located in the W1/2NE1/4 and the E1/2NW1/4, Section 21, Township 33 North, Range 79 West of the 6th Principal Meridian, Natrona County, Wyoming, being more particularly described by metes and bounds as follows:

Beginning at the southeasterly corner of said W1/2NE1/4, said plat being the C.M. corner of said Section 21, thence along the westerly line of said W1/2NE1/4, N.07°45'14"W., 371.18 feet thence along said westerly line of Casper Mountain Road, N.12°23'08"W., 208.58 feet thence S.89°01'47"W., 352.18 feet to a point in the westerly right-of-way line of Casper Mountain Road, thence along said westerly line of Casper Mountain Road, N.12°23'08"W., 1024.94 feet to a point of curvature; thence S.84.84 feet along the arc of a true curve to the right having a radius of 20.00 feet, a central angle of 70°54'10", a chord bearing of N.30°52'13"E., and a chord length of 24.87 feet to a point of tangency in the southeasterly right-of-way line of West 29th Street, thence along said westerly line West 29th Street, N.89°19'18"E., 1177.53 feet to the point of intersection of said westerly line of West 29th Street and the westerly right-of-way line of Player Drive, thence along said westerly line of Player Drive, N.07°40'43"W., 50.00 feet to the southeasterly corner of Lot 7, Block 6, and all of "The 9 Iron Estates"; thence N.89°19'18"E., 494.29 feet to the southeasterly corner of Tract of said "The 9 Iron Estates"; thence S.21°58'52"W., 1773.00 feet to the southeasterly corner of the said "The 9 Iron Estates" subdivision; thence S.89°00'47"W., 218.35 feet to the Point of Beginning.

The above described Parcel contains 44.879 acres, more or less, and is subject to any and all rights-of-way, easements, covenants, and accretions which have been legally acquired.

The subdivision of the foregoing described land as it appears on this plat is with the free consent and in accordance with the desire of the above named owner and proprietor. The name of said subdivision shall be known as "THE BACK NINE", an addition to the City of Casper, Wyoming. The above named owner and proprietor does hereby dedicate all streets and roads shown herein to the use of the public and grants to the public and private utility companies in easement and license to locate, construct, use and maintain conduits, lines, wires and pipes, any or all of them, along or across the strips of land situated as shown on this plat.

OWNER
 Backus Development, LLC
 2948 Higgs Drive
 Casper, Wyoming - 82404

Richard Sedler
 Richard Sedler - General Manager

STATE OF WYOMING)
 NATRONA COUNTY) ss
 The foregoing instrument was acknowledged before me this
 9th day of August, 2011, by:
 Richard Sedler - General Manager
 as a free and voluntary act and deed. Witness my hand and
 official seal, my commission expires:
Don Henry
 Notary Public

CERTIFICATE OF SURVEYOR

I, Chris Ashery do hereby certify that I am a registered land surveyor licensed under the laws of the State of Wyoming, that this plat is a true, correct, and complete plat of "THE BACK NINE" as laid out, planned, calculated, and shown herein, that each plat was made from an accurate survey of said property by me or under my supervision and correctly shows the location and dimensions of the lots, easements, and streets of said subdivision as the same are shown upon the ground in compliance with the City of Casper regulations governing the subdivision of land.

STATE OF WYOMING)
 NATRONA COUNTY) ss
 The foregoing instrument was acknowledged before me this
 9th day of August, 2011, by:
 Chris Ashery, L.S.
 as a free and voluntary act and deed. Witness my hand and
 official seal, my commission expires:
Chris Ashery
 Notary Public

NOTES

1. ERROR OF CLOSURE = 1:514024
2. BASIS OF BEARING: WYOMING STATE PLANE COORDINATE SYSTEM EAST CENTRAL ZONE, NAD 1983/84
3. DISTANCES: U.S. SURVEY FOOT CURVATURES
4. LOT CORNERS TO BE SET CONCURRENTLY WITH CONSTRUCTION USING 5/8" REBAR & ALUMINUM CAP

RECORDED

FILED FOR RECORD IN THE OFFICE OF THE COUNTY CLERK OF NATRONA COUNTY, WYOMING THIS 14th DAY OF November, 2011.
 INSTRUMENT NO. 918470
 My term of office expires January 8, 2015
Rene Witt
 COUNTY CLERK

APPROVALS
 APPROVED BY THE CITY OF CASPER PLANNING AND ZONING COMMISSION OF CASPER, WYOMING THIS 30th DAY OF October, 2011.
 ATTEST: *Scott L. White* SECRETARY
Ed Fraded CHAIRMAN

APPROVED BY THE CITY COUNCIL OF CASPER, WYOMING THIS 11th DAY PASSED, ADOPTED AND APPROVED THIS 11th DAY OF November, 2011.
 ATTEST: *W.D. Doherty* CITY CLERK
Paula Castagna MAYOR

INSPECTED AND APPROVED THIS 9th DAY OF August, 2011.
Richard Sedler
 CITY ENGINEER

INSPECTED AND APPROVED THIS 9th DAY OF September, 2011.
Richard Sedler
 CITY SURVEYOR

5830 East 2nd Street
 Casper, Wyoming 82609
 Phone: 307-265-4601
 Fax: 307-265-4672



BEING A VACATION AND REPLAT OF A PORTION OF TRACT C AND PORTIONS OF WEST 29th STREET OF "THE 9 IRON ESTATES", AN ADDITION TO THE CITY OF CASPER, WYOMING, BEING LOCATED IN THE W1/2NE1/4 AND THE E1/2NW1/4, SECTION 21, TOWNSHIP 33 NORTH, RANGE 79 WEST OF THE 6TH PRINCIPAL MERIDIAN, NATRONA COUNTY, WYOMING.

PLAT OF "THE BACK NINE"
 AN ADDITION TO THE CITY OF CASPER, WYOMING

DATE: AUGUST 4, 2011
 PROJECT NO: 10-67
 DRAWN BY: J. BRYSON
 SHEET TITLE: RECORD OF SURVEY
 SHEET NUMBER: 1 OF 1

**THE BACK NINE
SUBDIVISION AGREEMENT**

This Subdivision Agreement ("Agreement") is made and entered into this 21st day of June, 2011 by and between the following parties:

1. The City of Casper of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601 ("City").
2. Becker Development, LLC, 2948 Hogan Drive, Casper, Wyoming 82601 ("Owner").

Throughout this Agreement, City and Owner may be individually referred to as a "party" or collectively referred to as the "parties."

RECITALS

- A. Whenever the Public Services Director, City Engineer, Community Development Director, or other City official is mentioned in this Agreement, it shall be deemed to include their designees.
- B. Owner has been made to replat a portion of Tract C and portions of West 29th Street, The 9 Iron Estates Addition, and The 9 Iron Estates II as The Back Nine, located east of Casper Mountain Road and north of Wyoming Boulevard, comprising 44.58-acres, more or less, and creating 29 lots and 6 Tracts..
- C. A plat of The Back Nine ("Addition") has been prepared by the Owner, and approved by the City of Casper, and shall be signed and recorded at the Natrona County Clerk's Office concurrently with this Agreement.
- D. The accompanying PUD site plan of The Back Nine, dated April 21, 2011, has been prepared by the Owner, and approved by the City of Casper, and is attached hereto as Exhibit "A".

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties hereto agree as follows:

SECTION 1 – INCORPORATION OF RECITALS

The recitals set forth above are incorporated at this point as if fully set forth as part of this Agreement.



SECTION 2 - OBLIGATIONS OF OWNER

Upon written demand of the Council or the City Manager, the Owner, its heirs, successors, grantees or assigns, at their sole cost and expense, shall do, or cause to be done, the following:

2.1 Surveying:

- a. All subdivision corners and 1/16 corners shall be marked with 2" brass caps. These caps shall be set in concrete and shall show the number of the corner, elevation of the corner, 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 corner shall be properly marked and verified as to the location, true elevation, and reference.
- b. Block and Lot corners, points of tangency (PT's) and points of curve (PC's) of all curves shall be marked by an iron pin not less than five-eighths inches in diameter and not less than twenty-four inches in length, unless otherwise impractical. All survey monuments shall include a permanent attached identifying marker.
- c. Upon completion of construction of the sidewalks, the points of intersection (PI's) and the points of return (POR's) of all blocks shall be marked with an iron pin. Also, the PC's and PT's of all curves shall be marked by an iron pin. Said markers shall be in place for final inspection by the Public Services Director upon completion of the sidewalk (curbwalk), or curb and gutter.
- d. A record of all elevation data for the Addition of the 1/16 corner(s) shall be submitted to the Public Services Director prior to the issuance of any building permit.
- e. A digital copy of the Final Subdivision Plat shall be provided to the City, as required by the Casper Municipal Code ("Code"). No building permit shall be issued prior to the recording of the plat.

2.2 Construction Sequence:

Main water lines, sewer lines, storm sewer, streets, sidewalks, pavement overlays, and access drives shall be constructed in an orderly sequence, as the Addition is developed and built upon, so that there will be no gaps left in the paving, sidewalks, and other off-site improvements. Streets shall not be paved until all water lines, storm sewers, and property water and sewer services are in place and the ditches thereof properly backfilled and compacted, in accordance with City requirements. The Owner shall receive the approval of the Public Services Director prior to commencing any and all phases of construction.

2.3 Certification of Construction; Repair Obligations:

- a. All improvements shall be designed and inspected by a Wyoming registered professional engineer, who shall certify that the improvements, including, but not limited to, streets, curbs, gutter, sidewalks, paving, parkways, utility systems, storm sewers, street lighting, street signs and striping, etc., have been constructed in accordance with plans and specifications approved by the Public Services Director. The certification by the engineer and approval by the City shall be in writing. Approval of the construction plans by the Public Services Director is required before a building permit will be issued by the City.
- b. The Owner shall maintain, repair, and replace all improvements that fail within the warranty period as provided by the Code. This obligation includes maintenance, repair or replacement for any cause during such period, including acts of subcontractors. In the event the Owner fails to maintain, repair, or replace said improvements, City shall have the right but not the obligation, at its option, to maintain, repair, or replace the same and Owner agrees to pay for any cost incurred thereby. Maintenance, repair, or replacement by the City does not relieve the Owner from its obligation under this paragraph and shall not be construed to be an acceptance of the improvements by the City.

Upon issuance of a "letter of acceptance" by the Public Services Director pursuant to the Code, the City will assume ownership and the responsibility for the maintenance of the improvements. The Owner shall be responsible for the maintenance, repair and replacement of the improvements until the City issues its "letter of acceptance."

2.4 Underground Utilities and Street Lights:

All new utilities shall be located underground. All street lights shall be installed in compliance with Code street-lighting standards at the Owner's sole expense. Streetlight pole materials shall be as approved in writing by the Public Services Director.

2.5 Soils Analysis:

The Owner shall provide the Public Services Director with a soils analysis concurrently with the submittal of subdivision construction plans. Individual lot test bores may be required on each lot, with a soil analysis for the foundation design at the sole discretion of the Public Services Director. Test results, soil analyses and foundation designs shall be submitted to the Community Development Director.

2.6 Erosion Control Program:

The Owner shall submit, and have approved by the Public Services Director, a comprehensive erosion control program for the area disturbed during construction activities to mitigate the adverse effects of blowing dirt or dust, and water erosion on other properties in the immediate area before the issuance of an earthwork, road cut or grading permit pursuant to the Code. An erosion and sediment control permit shall be obtained from the Public Services Director prior to any earthwork taking place in the Addition.

The Owner shall post security for its erosion control as required by the Code, and in a form acceptable to the City. It shall be the obligation of the Owner to keep any security in full force and effect, as required by the Code. In addition, the Owner shall furnish proof of the same to the Public Services Director upon demand of the City.

2.7 Retaining Walls and Fences:

Any retaining walls constructed within the subdivision by the Owner shall be designed and certified by a Wyoming registered professional engineer. The design(s) shall be submitted to the Public Services Director and Community Development Director for written approval before a building permit will be issued. Said walls shall be constructed within the boundaries of each lot and not on the property lines. Maintenance of said walls shall be the responsibility of each individual lot owner. Provided, however, retaining walls and fences shall not be constructed on any drainage easements, or on any other ways depicted on any other recorded instrument without the approval of the Public Services Director.

2.8 Water and Sewer:

All water and sewer improvements shall be constructed in full compliance with the Code as it exists at the time of construction, including, but not limited to the following requirements:

- a. Curb boxes shall be left behind the sidewalk in front of each lot and the Owner shall protect, during the subsequent course of developing the Addition, valve boxes and curb boxes from damage, and be wholly responsible for the repair and replacement to the Public Services Director's satisfaction of such that are damaged or destroyed. If the Owner shall fail or refuse to promptly repair or replace such boxes as required, the City may do so and charge the Owner directly for said cost. The Owner shall adjust said valve and curb boxes to finished grade, at the time the paving work is completed in the Addition.
- b. The Owner shall construct the necessary water lines and appurtenances up to and through the Addition. All work shall be in accordance with plans and specifications to be prepared by the Owner's engineer and approved in writing by

the Public Services Director. Water line sizes shall be as determined by the Public Services Director.

- c. The Owner, at its cost, shall install water service lines in accordance with Code specifications to the property line so as to serve each lot or building site in the Addition.
- d. The Owner shall construct the necessary sewer lines up to and through the Addition. All work shall be in accordance with plans and specifications to be prepared by the Owner's engineer and approved in writing by the Public Services Director. Sewer sizes shall be as determined by the Public Services Director.
- e. The Owner, at its own cost, shall install sewer service lines, in accordance with Code specifications, to the property line so as to serve each lot or building site in the Addition.
- f. The Owner shall protect manhole covers and rings from damage in the course of constructing the line, and shall be solely responsible for repair or replacement to the Public Services Director's satisfaction. The Owner shall adjust such manhole rings and covers to finished grade. The Owner agrees to protect and save the City harmless from any loss or claim suffered by other sewer users to their real or personal property, and from personal injury or damages by reason of obstruction or damage to the sewer lines or any part thereof occasioned by present or future construction work on said Addition by the Owner. Said obligation shall continue until the sewer line and the system within the Addition is accepted by the Public Services Director by issuance of a "letter of acceptance." Provided, however, that acceptance of part of the system shall not relieve the Owner of the obligations herein imposed for the remaining improvements that have not been accepted within said Addition.
- g. Prior to the issuance of a building permit for any new structure, or prior to the issuance of a plumbing permit to connect existing buildings to the water and sewer systems, the then-existing water system investment charge (connection charge), sewer system investment charge (connection charge) and water meter charge shall be paid to the City. The Owner will also pay to the Central Wyoming Regional Water System Joint Powers Board the then current Regional Water System investment charge for each building to be served with water.
- h. All necessary water and sewer easements, in forms acceptable to the City, up to and through the subdivision shall be obtained by the Owner, which grant to the City the right of ingress and egress thereto for purposes of laying out, constructing, inspecting, maintaining and replacing water lines, sewer lines, its fire hydrants and other appurtenances.
- i. The Owner agrees to abide by all federal, state and local laws, rules and regulations regarding the use of its water and sewer facilities, and water and

sewer service, including, but not limited to, the Federal Pretreatment Regulations and all the Code sections relating to industrial pretreatment.

- j. At such time as said water and/or sewer mains are installed by the Owner and a "letter of acceptance" is issued by the Public Services Director, the City shall pursuant to the Code, reimburse the Owner twice the difference in material cost between an 8-inch water and/or sewer main, or larger size if required by the development, and the required oversized main pursuant to the Code, as amended. Such reimbursement will be determined by the City based upon its most recent applicable material costs at the time of the Agreement execution. Reimbursement will only be based on oversizing of water and sewer mains larger than the size required by system analysis and approved by the Public Services Director.

2.9 Easements for all Utilities, Bikeways and Pedestrian Pathways:

Easements for all utilities and future bikeway/pedestrian pathways and access, in recordable forms acceptable to the City, must be provided prior to application for a permit to construct being made to City.

2.10 Street and Traffic Signs and Controls:

Owner shall pay for the cost and installation of all necessary on and off-site street and traffic control signage, signs signifying the street names, street striping, crosswalk striping, and traffic calming devices, as determined by the Public Services Director in his sole discretion.

2.11 Security Requirements:

In addition to and separate from the security required for erosion control, Owner shall comply with all Code requirements for all other security and surety requirements as set forth in the Code, including, but not limited to the financial surety and security for the project, landscaping and warranty period.

2.12 Record Drawings:

- a. Owner shall submit "as-built" record documents for paving, drainage, water and sewer to City prior to the issuance of the certificate of occupancy. Reproducible hard copy drawings shall be in the form of one (1) set of 4 mil Mylar, 24" x 36" labeled as "Record Drawings" and dated. Record Drawings shall also be provided on electronic media in Adobe (pdf) format and in AutoCAD format or other format specified by Owner. Record documents shall be submitted on CDs, or other media as directed by Owner, labeled as "Record Drawings" and include the project name, City of Casper project number and date.

- b. All digital files necessary for correct plotting of the final record drawings in the AutoCAD version, such as external references, pen assignments, images, etc. shall be provided. Any x-refs or other files that can be, shall be incorporated into the final drawings to minimize the manipulation necessary for plotting.

2.13 Completion of Infrastructure Improvements Prior to Certificate of Occupancy:

All required on-site and off-site improvements shall be completed and approved by the Public Services Director prior to the issuance of the first certificate of occupancy unless otherwise designated in this Agreement.

2.14 Other Costs in Separate Agreements:

If any recapture costs, costs for a drainage basin or sub-basin wide stormwater management program are applicable to this Subdivision, those costs shall be allocated in a separate exhibit attached to this agreement. Failure of any such exhibit to be attached to this agreement shall not relieve the Owner of its obligation to pay its proportionate share of those costs.

2.15 Stormwater, Flooding and Letters of Map Revisions:

a. Owner shall comply with and pay for all costs associated with any Stormwater Pollution Prevention Plan, Letter of Map Revision (LOMR), or other related requirements of Wyoming DEQ, Federal Emergency Management Agency (FEMA) or any other agency that has jurisdiction over the real property in impacted by this Agreement.

b. Owner shall provide the City with copies of all Stormwater Pollution Prevention Plan elements as reviewed and approved by Wyoming DEQ; any LOMR, along with the necessary submittals to update flood mapping in accordance with FEMA requirements, and documentation of Base Flood Elevations.

c. All requirements of this section shall be met prior to issuance of a permit to construct subdivision improvements.

2.16 Other Requirements:

a. Prior to the issuance of a permit to construct public improvements in the Addition, the Owner shall provide a bond or other approved surety to the City Engineering Department for 125% of the estimated cost of a continuous left turn bay along Casper Mountain Road per the approved WYDOT access permit and The Nine Iron Estates II Subdivision Agreement. Said left turn bay shall be completed prior to the issuance of any building permit in the Addition.

- b. The Owner shall obtain the City Engineer's approval of a drainage study for the Addition prior to the issuance of any building permit in the Addition.
- c. Prior to the issuance of a permit to construct public improvements for the Addition, the Owner shall correct, subject to the City Engineer's approval, the deficiencies in the public improvements in The Nine Iron Estates Addition, identified in a written punch list from the City Engineering Office and attached hereto as Exhibit "B".
- d. Concurrent with the construction of Trevino Drive, the Owner shall extend water and sewer mains to the south end of the Addition.
- e. Prior to the recording of the replat, the Owner shall provide the City with proof of the creation of a Homeowner's Association for the PUD. The Homeowner's Association shall be responsible for owning and maintaining all designated open space, including the proposed pedestrian pathways.
- f. Prior to the issuance of building permits for any structures in the Addition, the Owner shall provide a site plan and landscaping plan, meeting all minimum City requirements, for the existing commercial building located on proposed Tract "F".
- g. Prior to the issuance of a building permit for the proposed 5,000 square foot commercial structure in Tract F, the Owner shall develop enhanced architectural design standards for commercial structures in The Back Nine PUD, which requires the approval of an amendment to the PUD site plan by the City Council.

SECTION 3 - OBLIGATIONS OF CITY

The City shall issue a building permit and certificate of occupancy for the buildings in the Addition upon performance by the Owner of the conditions set forth herein, and upon Owner's compliance with all applicable Code requirements. All building permits will be issued by the Community Development Director in accordance with the Code.

SECTION 4 - REMEDIES

In the event the Owner fails to do, or fails to cause to be done, any of the requirements set forth in this Agreement in an expeditious manner, the City may, at its option, do any or all of the following:

- a. Refuse to issue any building permits or certificates of occupancy to any person, including the Owner, or its heirs, successors, assigns and grantees.
- b. After written notice to the Owner of any public improvements which have not been completed or properly completed, and upon Owner's failure to

cure the same within a reasonable period of time, the City may complete any and all of the public improvements required by this Agreement by itself or by contracting with a third party to do the same. In the event the City elects to complete said improvements, or contracts with a third party to do so, the Owner agrees to pay any and all costs resulting therefrom upon demand by the City.

The remedies provided in this section are in addition to any other remedies specifically provided for in this Agreement, or which the City may otherwise have at law or in equity, and are not a limitation upon the same. The Owner further agrees to pay all reasonable attorneys' fees, court costs, and litigation costs in the event the City is required to enforce the provisions of this Agreement in a court of law.

SECTION 5 – GENERAL PROVISIONS

- a. Successors and Assigns: The terms and conditions of this Agreement shall be binding upon the parties hereto, and shall inure to the benefit of all parties hereto and their respective heirs, successors, assigns, and grantees and shall bind and run with the real property that is the subject matter of this Agreement. The Owner shall not assign this Agreement or otherwise sub-contract its duties and responsibilities as set forth in this Agreement without the prior written consent of the City.
- b. Wyoming Governmental Claims Act: The City does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statute Sections 1-39-101, et seq. The City specifically reserves the right to assert any and all immunities, rights, and defenses it may have pursuant to the Wyoming Governmental Claims Act.
- c. Governing Law and Venue: This Agreement, its interpretation and enforcement shall be governed and construed in accordance with the laws of the State of Wyoming. Any litigation regarding this Agreement shall be resolved in a court of competent jurisdiction situated in Natrona County, Wyoming.
- d. Complete Agreement: This Agreement shall constitute the entire understanding and agreement of the parties, and supersedes any prior negotiations, discussions or understandings.
- e. Amendment: No amendment or modification of the terms of this Agreement shall be valid or enforceable unless made in writing and executed by all parties hereto.
- f. Waiver: Failure on the part of either party to enforce any provision of this Agreement, or the waiver thereof, in any instance, shall not be construed

as a general waiver or relinquishment on its part of any such provision, but the same shall nevertheless be and remain in full force and effect.

- g. **No Third Party Beneficiary Rights:** The parties to this Agreement do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to this Agreement, and shall inure solely to the benefit of the parties to this Agreement. The parties to this Agreement intend and expressly agree that only parties signatory to this Agreement shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.
- h. **Severability:** If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid, illegal or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement.
- i. **Notices:** Notices required or permitted to be given by a Party to the others must be in writing and either delivered in person or sent to the address shown below (or such subsequent address as may be designated by either party in writing) by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt:

Becker Development, LLC
Attn: Richard Becker
2948 Hogan Drive
Casper, WY 82601

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

- j. **Headings:** The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation thereof.
- k. **Survival:** All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with this Agreement, as well as all continuing obligations indicated in this Agreement, will survive final payment, completion and acceptance of the services and termination or completion of the Agreement.

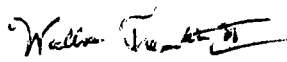
- l. Copies: This Agreement may be executed in more than one copy, each copy of which shall serve as an original for all purposes, but all copies shall constitute but one and the same Agreement.

- m. Authority: Each individual executing this Agreement for and on behalf of their principals hereby state that they have the requisite power and authority to enter into this Agreement and to consummate the transactions contemplated and intended hereby. Owner further states that it is authorized to transact business in the State of Wyoming, properly registered and not delinquent with the Secretary of State.

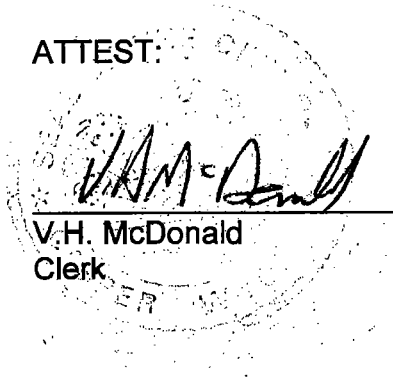
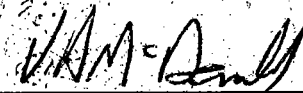
- n. Term: At the time the Owner files for a permit to construct, the then applicable code provisions shall apply for the life of the permit or under an extension that is approved by the Public Services Director. If the Owner fails to file for a permit to construct at the time of platting, all applicable provisions of the Code that have changed since the execution of this Agreement shall be required of the Owner at the time of permit application, and the City at its sole discretion may require a new Subdivision Agreement and/or the replatting of property. Provided, however, Code amendments pertaining to the health and safety of the public shall be complied with by the Owner during the term of this Agreement, regardless of the validity of the permit to construct.

The parties hereby enter into this Agreement on the day and year first written above.

APPROVED AS TO FORM:



ATTEST:

V.H. McDonald
Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation



Paul C. Bertoglio
Mayor

WITNESS:

OWNER
BECKER DEVELOPMENT, LLC

By: Dee Hardy

By: Richard Becker

Printed Name: Dee Hardy

Printed Name: Richard Becker

Title: Administrative Secretary

Title: Gen. Mgr.

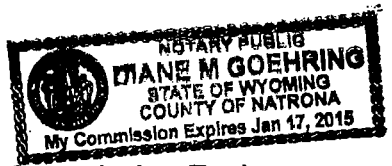
STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me on this 21st day of June, 2011 by Paul C. Bertoglio as the Mayor of the City of Casper.

(Seal, if any)

Diane M. Goehring
(Signature of notarial officer)

Notary Public
Title (and Rank)

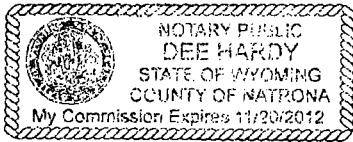


[My Commission Expires: _____]

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me on this 22nd day of June, 2011 by Richard Becker as the General Manager of BECKER DEVELOPMENT, LLC.

(Seal, if any)



Dee Hardy
(Signature of notarial officer)

Administrative Secretary
Title (and Rank)

[My Commission Expires: 11/20/12]

EXECUTIVE SUMMARY

"THE BACK NINE"

Objective

The objective of the PUD is to allow the flexibility of development of single family twin homes that are affordable to the potential buyers entering the Casper home market.

Abutting Land/Home Owners (See PUD Site Plan for Property Owner Locations)

➤ Jaynes Corp.	P.O. Box 26841	Albuquerque, NM	87125
➤ Ihli, Troy	2450 W. 39 th	Casper, WY	82604
➤ Akin, Steve	2924 Hanway	Casper, WY	82604
➤ Hansuld, William	680 E. 18 th St.	Casper, WY	82601
➤ Stutte, Nathan	2838 Hogan Dr.	Casper, WY	82601
➤ Vigil, Marshall	2839 Hogan Dr.	Casper, WY	82601
➤ McJunkin, Patrick	2840 Nicklaus Dr.	Casper, WY	82601

Architectural Theme

- ❖ Residential Dwellings
 - Number of Housing Units
 - 39 Twins + 4 Singles = 82 Residential Dwellings/Lots
 - Phase I = 29 Residential Dwellings/Lots
 - Phase II = 53 Residential Dwellings/Lots
 - Size of Each Unit
 - 1,600 to 2,000 s.f.±
 - Typical Configuration of Each Unit
 - 3 Bedrooms, 2 Bathrooms
 - Fire Place Optional
 - Two Car Garage - Three Car Optional
 - Common Siding Type
 - Combination of Lap and Stucco
 - Roof Structure
 - 3:12 Slope Gable on Garage
 - 5:12 Slope Gable on Main Structure
 - Architectural Shingle
- ❖ Commercial Buildings
 - Number of Commercial Units
 - Two Commercial Units
 - Size of Each Unit
 - Up to 5000s.f. ±
 - Parking Requirements
 - 29 Spaces
 - 2 Handicap Spaces
 - Typical Configuration of Each Unit
 - Office/Maintenance/Shop (Existing Building)
 - Office (Future Building)
 - Common Siding Type
 - Steel Siding
 - Roof Structure
 - Gable
 - Architectural Shingle



APR 21 2011
11:18

- Signage
 - Business Signs
 - Each office building shall be permitted one façade or projecting sign not to exceed four square feet for each lineal front foot.
 - Freestanding Signs
 - Each office building shall be permitted one freestanding sign per public street frontage.
 - All signage shall conform to the City of Casper's Municipal Codes (Chapter 17.96 Signs)

Land Use Areas

- Residential Use = 16.984 acres ±
 - Min. Residential Lot Size = 0.179 acres ±
 - Max. Residential Lot Size = 0.381 acres ±
- Open Space = 22.335 acres ±
- Commercial Use (1 Tract) = 1.511 acres ±
 - Floor space shall not exceed 25% of tract.

Setbacks and Height Limitations

- ❖ Residential
 - Setbacks
 - Front = 20' Min.
 - Side = 5' Min.
 - Rear = 20' Min.
 - Height Limitation
 - Maximum Height shall be 22'
- ❖ Commercial
 - Setbacks
 - Front = 20 ' Min. (25' Typical)
 - Side = 0' unless abutting Residential 10' Min.
 - Rear = 20 ' Min. (25' Typical)
 - Height Limitation
 - Maximum Height shall be 30'

Construction Phase Summary

- Phase I (Est. Completion in 2012)
 - 29 Residential Lots = 6.41 acres ±
 - 1,052 Linear Feet of Street Construction ±
- Phase II (Est. Completion in 2014)
 - 53 Residential Lots = 10.574 acres ±
 - Commercial Tract = 1.511 acres ±
 - 1,120 Linear Feet of Pedestrian Pathway Construction ±
 - Pedestrian Pathway we be constructed after Palmer Drive is complete from 29th St to Trevino Drive.
 - 2,080 Linear Feet of Street Construction ±



Landscaping

- All landscaping shall conform with the City of Casper Zoning Regulations regarding landscaping (Chapter 17 of the Municipal Code, Appendix B)

Water Main Connection

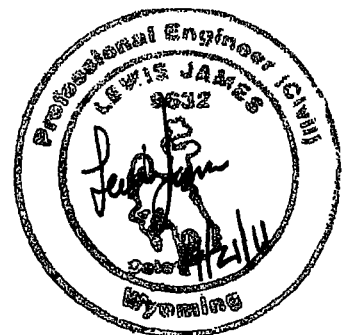
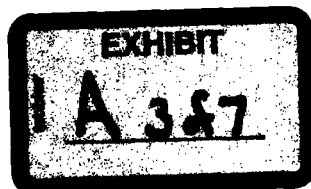
Currently 8" PVC water main stub-outs are located at Hogan Dr., Palmer Dr. and Player Dr.. The planned development will connect to these stub-outs. On Hogan Dr. the water main will continue to loop around to Palmer Dr. On Player Dr the water main will dead-end into the cul-de-sac. An 8" PVC water main will be stubbed-out Trevino Dr. The planned water usage for the entire area is estimated at 36,000 gallons/day

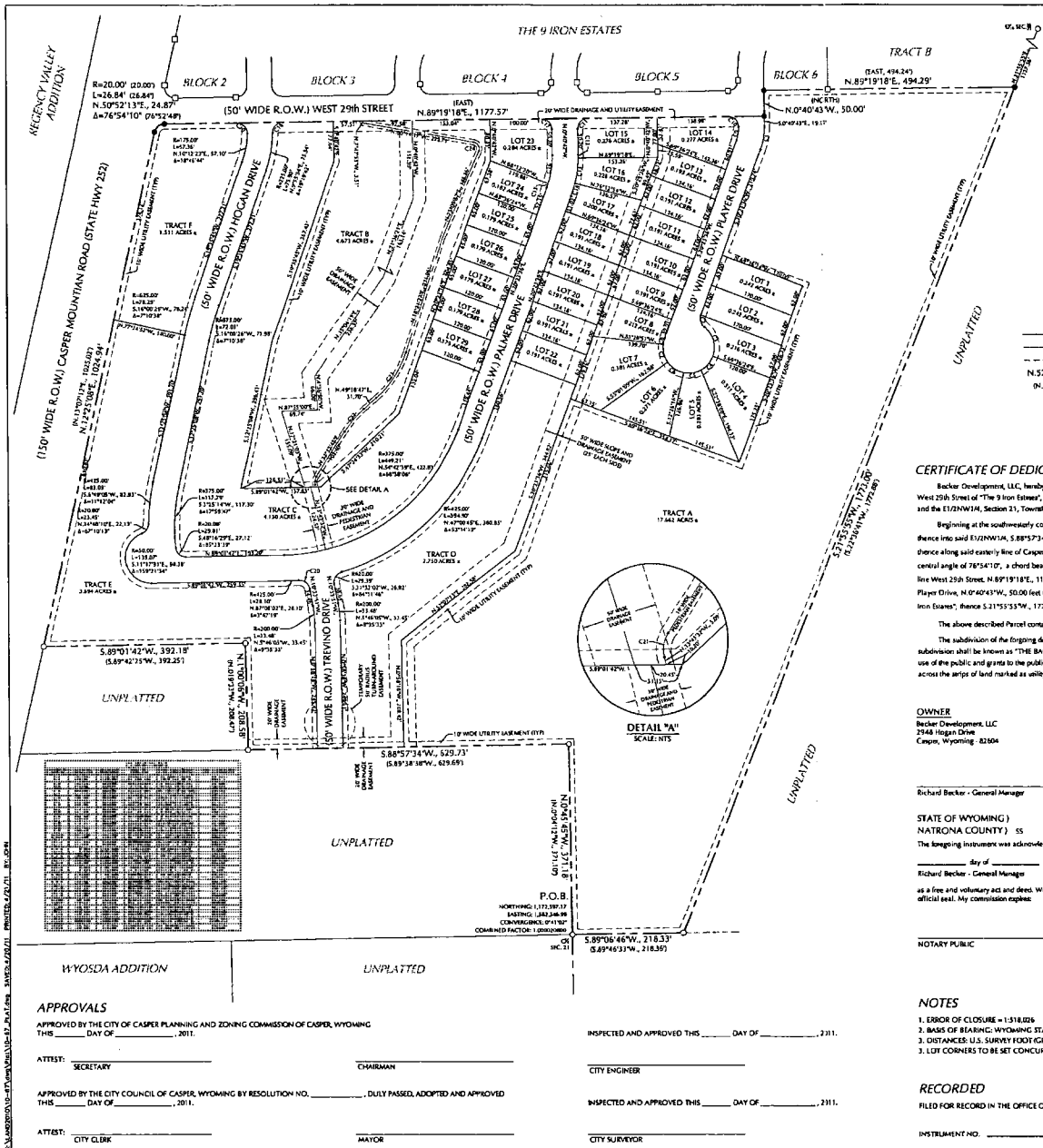
Sanitary Sewer Connection

Currently 8" PVC sanitary sewer main stub-outs are located at Hogan Dr., Palmer Dr. and Player Dr. The planned development will connect to these stub-outs. On Hogan Dr. the sanitary sewer main will terminate at the end. On Palmer Dr. the sanitary sewer will continue up Trevino Dr. for future development. On Player Dr. the sanitary sewer main will terminate at the end.

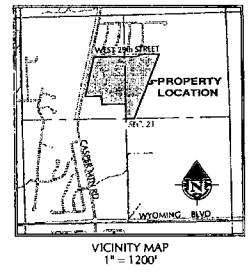
Storm Drainage

This site is not located in any FEMA regulated floodwater streams. However, there is a well defined stormwater channel that runs thru the area. The stormwaters begins at Wyoming Boulevard and will continue to be channeled thru the area and connect to the existing 48-inch storm system at Nicklaus Drive. The existing stormwaters from the south will be collects at the end on Trevino Dr. and will be conveyed under ground thru a 48-inch storm piping to Tract B and will then surface drain to the existing system. All roadways and lot grading within the developed area will be directed to this system via curb and gutter, underground piping and/or V-ditch drainage channels.





PLAT OF
"THE BACK NINE"
 AN ADDITION TO THE CITY OF CASPER, WYOMING
 BEING A VACATION AND REPLAT OF A PORTION OF TRACT C AND PORTIONS OF WEST 29th STREET OF "THE 9 IRON ESTATES", ALL OF "THE 9 IRON ESTATES" BEING LOCATED IN THE W1/2N1/4 AND THE E1/2N1/4, SECTION 21, TOWNSHIP 33 NORTH, RANGE 79 WEST OF THE 6TH PRINCIPAL MERIDIAN, NATRONA COUNTY, WYOMING.
 SCALE: 1"=100'



- LEGEND**
- RECOVERED BRASS CAP
 - RECOVERED CORNER AS NOTED
 - SET 5/8" REBAR WALL/ALUMINUM CAP
 - SET BRASS CAP
 - PLAY BOUNDARY
 - LOT LINES
 - EASEMENT LINES
 - MEASURED
 - RECORD

CERTIFICATE OF DEDICATION

Becker Development, LLC, hereby certifies that they are the owner and proprietor of the foregoing subdivision located in and being a vacation and replat of a portion of Tract C and portions of West 29th Street of "The 9 Iron Estates", an addition to the City of Casper, and all of "The 9 Iron Estates" in, an addition to the City of Casper, the foregoing subdivision being located in the W1/2N1/4 and the E1/2N1/4, Section 21, Township 33 North, Range 79 West of the Sixth Principal Meridian, Natrona County, Wyoming, being more particularly described by means and bounds as follows:
 Beginning at the southwest corner of said W1/2N1/4, said point being the C1/4 corner of said Section 21; thence along the westerly line of said W1/2N1/4, N0°45'45"W, 371.18 feet; thence into said E1/2N1/4, S 88°15'73.4"W, 629.73 feet; thence N 1°00'06"W, 108.18 feet; thence S 89°01'42"W, 392.18 feet to a point in the easterly right-of-way line of Casper Mountain Road; thence along said easterly line of Casper Mountain Road, N 12°25'08"E, 1024.94 feet to a point of curvature; thence 26.04 feet along the arc of a true curve to the right having a radius of 20.00 feet, a central angle of 78°54'10", a chord bearing of N 50°52'12"E, and a chord length of 24.87 feet to a point of tangency in the southerly right-of-way line of West 29th Street; thence along said southerly line West 29th Street, N 89°19'18"E, 1177.57 feet to the point of intersection of said southerly line of West 29th Street and the easterly right-of-way line of Player Drive; thence along said easterly line of Player Drive, N 0°40'43"W, 50.00 feet to the southerly corner of Lot 7, Block 6, of said "The 9 Iron Estates"; thence N 89°19'18"E, 494.18 feet to the southerly corner of Tract B of said "The 9 Iron Estates"; thence S 21°53'53"W, 1773.00 feet to the southeasterly corner of the said "The 9 Iron Estates" subdivision; thence S 89°06'45"W, 218.33 feet to the Point of Beginning.
 The above described Parcel contains 44.579 acres, more or less, and is subject to any and all rights-of-way, easements, reservations, and encumbrances having been legally acquired.
 The subdivision of the foregoing described land as it appears on this plat is with the free corners and in accordance with the desire of the above named owner and proprietor. The name of said subdivision shall be known as "THE BACK NINE", an addition to the City of Casper, Wyoming. The above named owner and proprietor does hereby dedicate all streets and roads shown hereon to the use of the public and grants to the public and private utility companies an easement and license to locate, construct, use and maintain conduits, lines, wires and pipes, any or all of them, along or across the strips of land marked as utility easements as shown on this plat.

OWNER
 Becker Development, LLC
 2948 Hogan Drive
 Casper, Wyoming 82104

Richard Becker - General Manager
 STATE OF WYOMING)
 NATRONA COUNTY) SS
 The foregoing instrument was acknowledged before me this _____ day of _____, 2011, by:
 Richard Becker - General Manager
 as a free and voluntary act and deed. Witness my hand and official seal. My commission expires:

CERTIFICATE OF SURVEYOR

I, Chris Aubrey do hereby certify that I am a registered land surveyor licensed under the laws of the State of Wyoming, that this plat is a true, correct, and complete plat of "THE BACK NINE" as laid out, platted, dedicated, and shown hereon, that such plat was made from an accurate survey of said property by me or under my supervision and correctly shows the location and dimensions of the lots, easements, and areas of said subdivision as the same are shown upon the ground in compliance with the City of Casper regulations governing the subdivision of land.
 STATE OF WYOMING)
 NATRONA COUNTY) SS
 The foregoing instrument was acknowledged before me this _____ day of _____, 2011, by:
 Chris Aubrey, L.S.
 as a free and voluntary act and deed. Witness my hand and official seal. My commission expires:

NOTARY PUBLIC

NOTARY PUBLIC

NOTES

1. ERROR OF CLOSURE = 1:518,026
2. BASIS OF BEARING: WYOMING STATE PLANE COORDINATE SYSTEM, EAST CENTRAL ZONE, NAD 1983/86
3. DISTANCES: U.S. SURVEY FOOT (ICAD) ROUND
3. LOT CORNERS TO BE SET CONCURRENTLY WITH CONSTRUCTION USING 5/8" REBAR & ALUMINUM CAP

RECORDED

FILED FOR RECORD IN THE OFFICE OF THE COUNTY CLERK OF NATRONA COUNTY, WYOMING THIS _____ DAY OF _____, 2011.

INSTRUMENT NO. _____

COUNTY CLERK

WYOSDA ADDITION

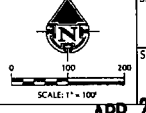
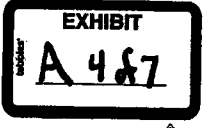
APPROVALS
 APPROVED BY THE CITY OF CASPER PLANNING AND ZONING COMMISSION OF CASPER, WYOMING
 THIS _____ DAY OF _____, 2011.
 ATTEST: SECRETARY _____ CHAIRSMAN _____
 APPROVED BY THE CITY COUNCIL OF CASPER, WYOMING BY RESOLUTION NO. _____ DULY PASSED, ADOPTED AND APPROVED
 THIS _____ DAY OF _____, 2011.
 ATTEST: CITY CLERK _____ MAYOR _____

INSPECTED AND APPROVED THIS _____ DAY OF _____, 2011.

CITY ENGINEER _____

INSPECTED AND APPROVED THIS _____ DAY OF _____, 2011.

CITY SURVEYOR _____



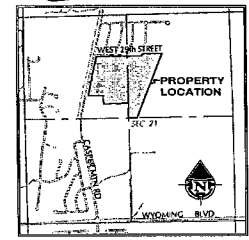
5830 East 2nd Street
 Casper, Wyoming 82609
 Phone: 307-265-4601
 Fax: 307-265-4672
JCC
 ENGINEERING

PLAT OF
"THE BACK NINE"
 AN ADDITION TO THE CITY OF CASPER, WYOMING
 BEING A VACATION AND REPLAT OF A PORTION OF TRACT C AND PORTIONS OF WEST 29th STREET OF "THE 9 IRON ESTATES", ALL OF "THE 9 IRON ESTATES" BEING LOCATED IN THE W1/2N1/4 AND THE E1/2N1/4, SECTION 21, TOWNSHIP 33 NORTH, RANGE 79 WEST OF THE 6TH PRINCIPAL MERIDIAN, NATRONA COUNTY, WYOMING.

DATE: APRIL 20, 2011
 PROJECT NO: 10-67
 DRAWN BY: J. BRYSON
 SHEET TITLE: RECORD OF SURVEY
 SHEET NUMBER: 1 OF 1

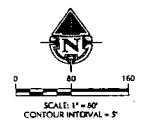
APR 21 2011

EXHIBIT
A 5 & 7



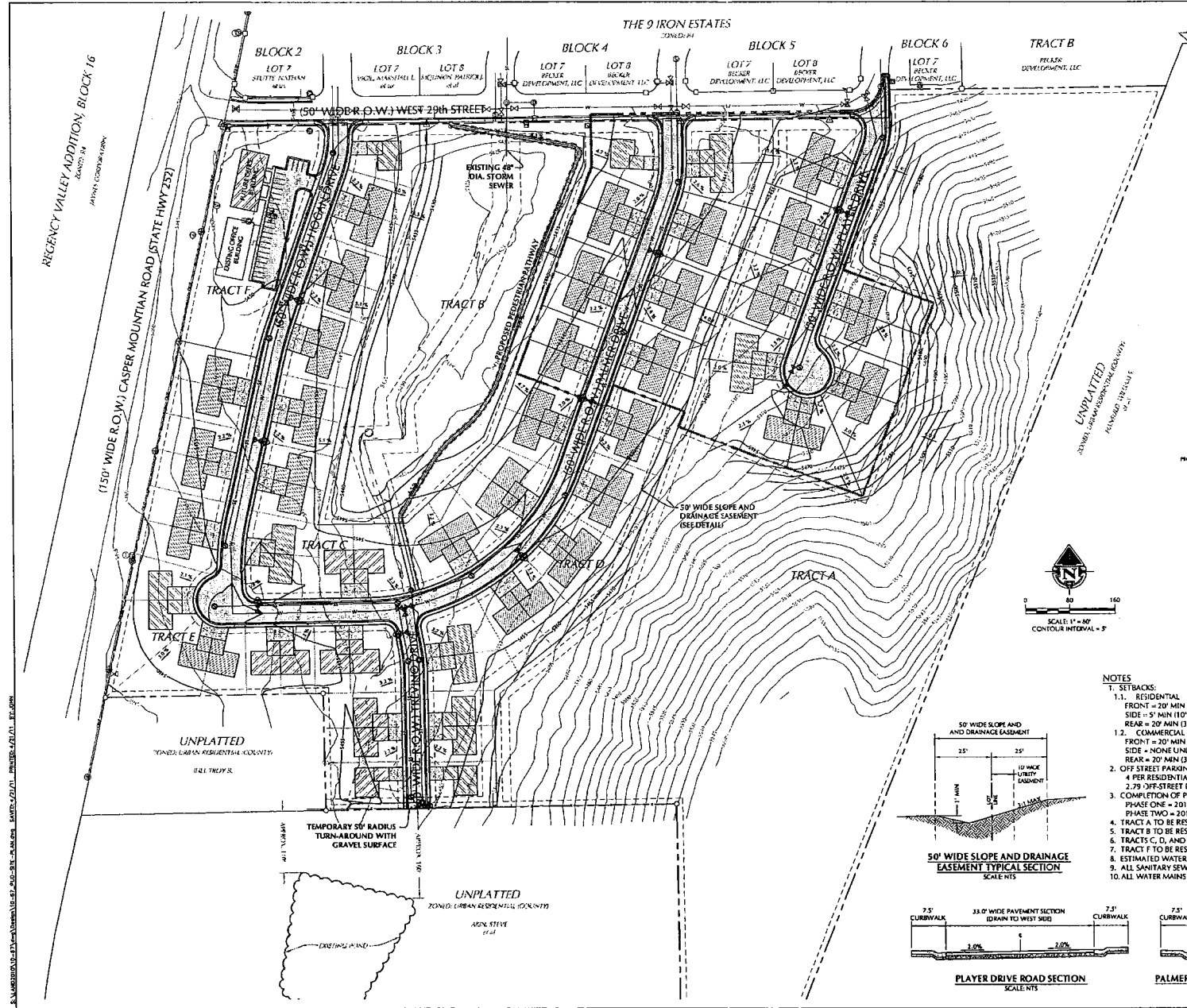
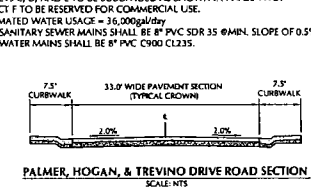
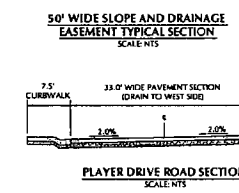
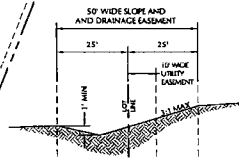
LEGEND

- RECOVERED BRASS CAP
- RECOVERED ALUMINUM CAP
- CONTROL POINT
- EL LUTILEY POLE
- EL ELECTRICAL TRANSFORMER
- EL TELEPHONE MANHOLE
- EL FIBER OPTIC MANHOLE
- EL CABLE TO PRESTAL
- EL GAS METER
- EL GAS METER
- EL WATER VALVE
- EL FIRE HYDRANT
- DI SANITARY SEWER MANHOLE
- DI SANITARY SEWER MANHOLE
- DI STORM SEWER CURBMIT
- DI STORM SEWER ABUTMENT
- DI STORM MANHOLE
- EL WATER LINE
- PROPOSED WATER LINE
- EL SANITARY SEWER LINE
- PROPOSED SANITARY SEWER LINE
- EL STORM SEWER LINE
- PROPOSED STORM SEWER LINE
- PHASE ONE BOUNDARY
- PHASE TWO BOUNDARY
- TOP LINES
- PHASE TWO LOT LINES
- EASMENT LINES
- PHASE TWO EASMENT LINES
- PROPOSED ASPHALT PAVING
- PROPOSED CONCRETE PAVING
- EL CONTOUR
- PROPOSED CONTOUR



NOTES

1. SETBACKS:
 - 1.1. RESIDENTIAL
 - FRONT = 20' MIN (25' TYPICAL)
 - SIDE = 5' MIN (10' TYPICAL)
 - REAR = 20' MIN (35' TYPICAL)
 - 1.2. COMMERCIAL
 - FRONT = 20' MIN (25' TYPICAL)
 - SIDE = NONE UNLESS ABUTTING RESIDENTIAL USE THEN 10'
 - REAR = 20' MIN (35' TYPICAL)
2. OFF STREET PARKING:
 - 4 PER RESIDENTIAL UNIT (TWO CAR GARAGE + DRIVEWAY)
 - 2.75 OFF-STREET PER 1000 SQUARE FEET OF OFFICE SPACE
3. COMPLETION OF PHASES:
 - PHASE ONE = 2012 (APPROX)
 - PHASE TWO = 2014 (APPROX)
4. TRACT A TO BE RESERVED FOR FUTURE CONSERVATION EASEMENT.
5. TRACT B TO BE RESERVED AS OPEN SPACE.
6. TRACTS C, D, AND E TO BE SUBDIVIDED AS SHOWN IN PHASE TWO.
7. TRACT F TO BE RESERVED FOR COMMERCIAL USE.
8. ESTIMATED WATER USAGE = 36,000 gal/day
9. ALL SANITARY SEWER MAINS SHALL BE 8" PVC SDR 35 @ MIN. SLOPE OF 0.5%.
10. ALL WATER MAINS SHALL BE 8" PVC C900 CL235.



J. K. C.
ENGINEERING

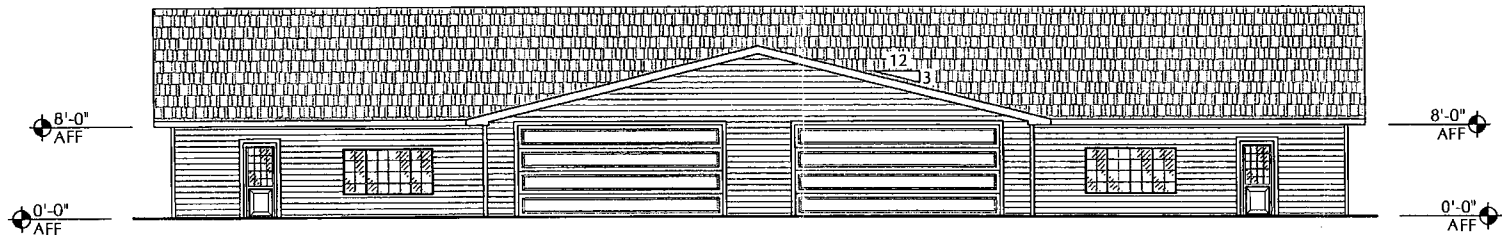
5830 East 2nd Street
Casper, Wyoming 82609
Phone: 307-265-4601
Fax #: 307-265-4672

PUD SITE PLAN
"THE BACK NINE"
AN FUTURE ADDITION TO THE CITY OF CASPER, WYOMING,
LOCATED IN THE W1/2NE1/4 AND THE E1/2NW1/4, SECTION 21, TOWNSHIP 33 NORTH,
RANGE 79 WEST OF THE 6TH PRINCIPAL MERIDIAN, NATRONA COUNTY, WYOMING.

DATE:
APRIL 21, 2011
PROJECT NO:
10-67
DRAWN BY:
J. BRYSON
SHEET TITLE:
PUD SITE PLAN
SHEET NUMBER:
1 of 1

APR 21 2011

S:\LAND2010\10-67\dwg\Arch\WORKED.dwg SAVED: 4/19/11 PRINTED: 4/20/11 BY: JOHN



ARCHITECTURAL THEME

- NUMBER OF HOUSING UNITS:
-39 TWINS + 4 SINGLES = 82 HOMES TOTAL
- SIZE OF EACH UNIT:
-1,600 to 2,000 s.f. ±
- TYPICAL CONFIGURATION:
-3 BEDROOM, 2 BATHROOM
-FIRE PLACE OPTIONAL
-TWO CAR GARAGE, THREE CAR OPTIONAL
- COMMON SIDING TYPE:
-COMBINATION OF LAP AND STUCCO
- ROOF STRUCTURE:
-3:12 SLOPE GABLE ON GARAGE
-5:12 SLOPE GABLE ON MAIN STRUCTURE
-ARCHITECTURAL SHINGLE



SHEET SIZE = 11"x17"
SCALE: 3/32" = 1'-0"

5830 East 2nd Street
Casper, Wyoming 82609
Phone: 307-265-4601
Fax #: 307-265-4672

J.K.C.
ENGINEERING

TYPICAL FRONT ELEVATION
"THE BACK NINE"

DATE:
4/20/2011
PROJECT NO:
10-67
DRAWN BY:
J. BRYSON
SHEET TITLE:
TYPICAL TWIN
ELEVATION
SHEET NUMBER

1 OF 2

S:\LAND2010\10-67\Arch\Arch\CONED.dwg..._SAVED:3/25/11 PRINTED:3/25/11 BY:JOHN

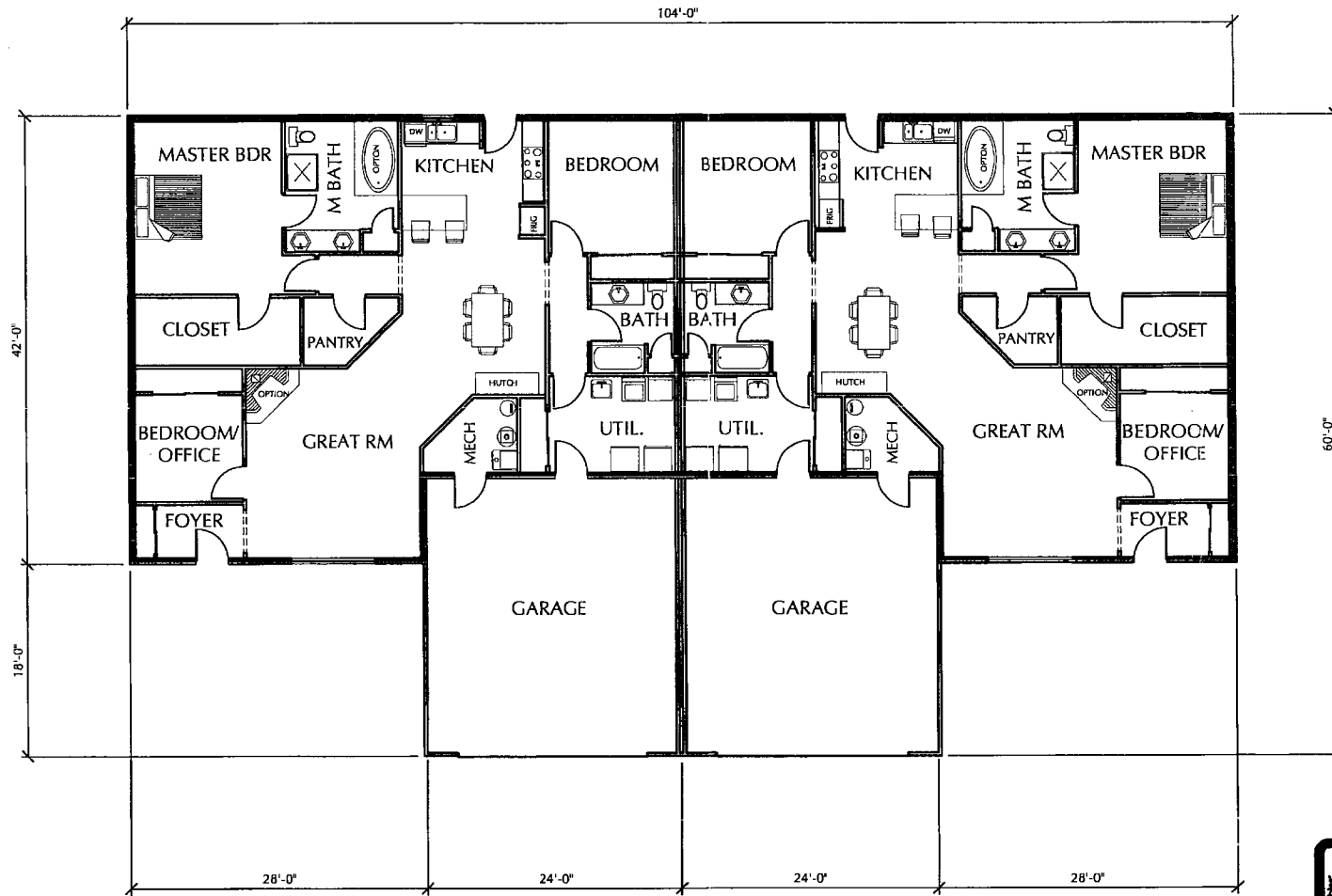


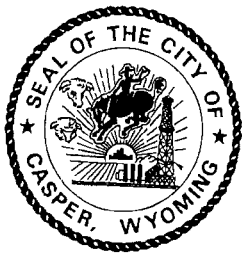
EXHIBIT
A 7&7

SHEET SIZE = 11"x17"
 SCALE: 3/32" = 1'-0"

J.K.C.
 ENGINEERING
 5830 East 2nd Street
 Casper, Wyoming 82609
 Phone: 307-265-4601
 Fax #: 307-265-4672

TYPICAL FLOOR PLAN
 "THE BACK NINE"

DATE:
 3/23/2011
 PROJECT NO:
 10-67
 DRAWN BY:
 J. BRYSON
 SHEET TITLE:
 TYPICAL
 FLOOR PLAN
 SHEET NUMBER
 2 OF 2



City of Casper
Public Services Department
Casper, Wyoming
82601



May 6, 2011

Becker Development, LLC
Attn: Richard Becker
2948 Hogan Dr.
Casper, WY 82601

RE: 9 Iron Estates; Warranty Period

Dear Mr. Becker:

I walked The 9 Iron Estates addition this afternoon with Shane Porter with WLC. The following items need to be corrected:

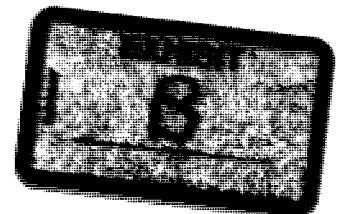
- Correct settlement around sanitary sewer manhole no.7, adjacent to lot 1, block 3, and lot 2, block 1, of The 9 Iron Estates Addition.
- Correct settlement around inlet on Hogan Drive adjacent to lot 1, block 3 of The 9 Iron Estates Addition.
- Skin patch around sanitary sewer manhole no.2, adjacent to Tract 'B' of The 9 Iron Estates Addition.
- Skin patch around sanitary sewer manhole no.22 and manhole 21, adjacent to lot 4 and lot 7 respectively, block 2 of The 9 Iron Estates Addition.
- Correct settlement around storm sewer manholes in Nicklaus Drive adjacent to lot 7 and lot 5 of The 9 Iron Estates Addition.
- Correct settlement along Nicklaus Drive adjacent to lots 1 – 3, block 4 of The 9 Iron Estates Addition.

Upon acceptance of the repairs by the City, the City will assume ownership and maintenance responsibility for the improvements.

Sincerely,

Andrew Beamer, P.E.
City Engineer

cc: Shane Porter, P.E., WLC
Craig Collins, Associate Planner
Andrew Colling, Senior Engineering Technician



g:\subdiv\9 Iron Estates\9 Iron Estates acceptance observation

Fleet Maintenance 1800 E. K Street 307-235-8245 Fax-235-8417	Parks 1800 E. K Street 307-235-8281 Fax-235-8417	Streets 1800 E. K Street 307-235-8283 Fax-235-8417	Public Utilities 200 N. David 307-235-8213 Fax-234-0709	Engineering 200 N. David 307-235-8341 Fax-234-0709	Solid Waste 200 N. David 307-235-8246 123 -235-7553
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City of Casper Planning Division

Zone Change Application

OWNER/PETITIONER'S INFORMATION:

NAME: Colby Frontiero, Doug Tille
 ADDRESS: 1231 30th St. Casper WY 82601
 TELEPHONE: 307-267-0549 EMAIL: c7frontiero@gmail.com
dtille@gmail.com

PETITION THE CITY TO REZONE THE FOLLOWING DESCRIBED REAL PROPERTY:

LEGAL DESCRIPTION: PUD "The Back Nine"
 STREET ADDRESS: Back Nine Lots (north of 29th Street) east of Casper Mountain Road.
 FROM EXISTING ZONING DISTRICT: PUD
 TO PROPOSED ZONING DISTRICT: R-3, R-2, C2

UPON THE REZONING OF THE ABOVE DESCRIBED REAL PROPERTY, I (WE) PROPOSE TO USE THE PROPERTY FOR THE FOLLOWING PURPOSES (BRIEF STATEMENT OF FACTS AND JUSTIFICATION FOR REZONING):

See Attached Packet - property owners in the area of Player and Palmer streets to R-3, the remainder of undeveloped property to R-2. Tract F will be rezoned to C2, Lot number 33792121501400.

The following owner's signature, or agent, signifies that all information on the application is accurate and correct to the best of the owner's knowledge, and that the owner has thoroughly read and understands all application information and requirements.

SIGNATURE OF PROPERTY OWNER: [Signature]

SIGNATURE OF PROPERTY OWNER: Doug Tille

DATE: 4-26-21

SUBMIT TO:
 Community Development Department
 Planning Division
 200 N Davyd, RM 203
 Casper, WY 82601
 Phone: 307-235-8241
 Fax: 307-235-8362
 www.casperwy.gov
 E-mail: dhardy@cityofcasperwy.com

- COMPLETE SUBMITTAL NEEDS TO INCLUDE:
- COMPLETED APPLICATION INCLUDING ORIGINAL SIGNATURES
 - PROOF OF OWNERSHIP
 - \$750 APPLICATION FEE (NON-REFUNDABLE)

FOR OFFICE USE ONLY:
 DATE SUBMITTED:
 REC'D BY:

Tri-Max Builders
2948 Hogan Dr.
Casper, WY 82601

Dear Homeowners,

We would like to take the opportunity to introduce ourselves and share with you our vision for the Back Nine Estates.

In March 2017 Richard Becker deeded the remaining undeveloped lots in the subdivision to Tri-Max Builders. This company is owned and operated by Delania Witt, Doug Tille and Kurt Tille.

We would like to change the Zoning in the twin home area of Player and Palmer streets from PUD to an R-3 zoning. The goal of this zoning change will negate the Home Owner's Association in the twin home area of the Back Nine which is a requirement of the PUD zoning. The remainder of the undeveloped area we want to change to R2 zoning. This change will require single family homes only to be constructed. The change would reduce the overall number of housing units from 41 to 28.

Our plan in the R-2 zoning is to build homes that are similar in pricing and construction to maintain pricing and values of existing homes in this area. We wish to maintain the consistent property values already established in the Back Nine development.

To accomplish our goal and complete this project we are asking for your support in changing the zoning from PUD to R3 in the twin homes section and R-2 zoning in the undeveloped areas. We have started the process of completing the gas lines and continuing the power lines to the remaining lots. We feel this new zoning will benefit all in the Back Nine Estates-this change will allow us to build single family homes that have proven to sell. This will also allow us to develop the area in a much more timely fashion.

We need 100 percent of current twin home owners to sign the zone change form that will then be submitted to the city council for approval. Without 100 percent approval the rezoning to R-3 and R-2 will not be an option and existing PUD will remain in effect. Tri-Max Builders is unable to continue building twin homes due to the low demand for these homes in the Casper area. We strongly believe single family homes would be the best way to bring the Back Nine Estates to completion and would truly appreciate your support in this endeavor.

Thank you for your time and assistance in this matter,
Tri-Max Builders

Please see enclosed stamped envelope
included for your convenience

During the Back 9 subdivision rezone/replatte effort FSQD Properties LLC, owners of what is commonly known as Tract F, described legally by the city of Casper as 2948 Hogan Drive Parcel #33792121501400 to be rezoned to C-2 from the current PUD zoning status. This aligns the zoning of the parcel with the current building on the property. FSQD will develop and complete the current platte of already platted second commercial building to be used as small office space, (no apartments, gas stations, or multi-level buildings). This construction conforms to current PUD zoning and C-2 Zoning Change.

Tri-Max Builders
2948 Hogan Dr.
Casper, WY 82601

2922 Palmer

R-3 and R-2 Zoning Change Approval Form
For Back Nine Estates HOMEOWNERS

Sign and Date below:

Gayle A. Unruh [Signature]
Signature

4/16/21
Date+

Tri-Max Builders
2948 Hogan Dr.
Casper, WY 82601

R-3 and R-2 Zoning Change Approval Form
For Back Nine Estates HOMEOWNERS

Sign and Date below:

Lauren P. Heim

Signature

Mary Heim

4-17-21

Date

4-17-21

*2914 Palmer Dr
Casper, WY. 82601*

2901 Palmer

Tri-Max Builders
2948 Hogan Dr.
Casper, WY 82601

R-3 and R-2 Zoning Change Approval Form
For Back Nine Estates HOMEOWNERS

Sign and Date below:

Jamie Buchanan Jamie Buchanan
Signature

4-23-2021
Date+

Tri-Max Builders
1948 Hogan Dr.
Casper, WY 82601

R-3 and R-2 Zoning Change Approval Form
For Back Nine Estates HOMEOWNERS

Sign and Date below:

Allen Olsen Irene Olsen
Signature

9-1-18
Date+


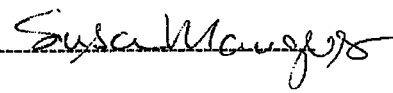
2920 Player Dr.

Tri-Max Builders
2948 Hogan Dr.
Casper, WY 82601

R-2 Zoning Change Approval Form

For Back Nine Estates HOMEOWNERS

Sign and Date below:

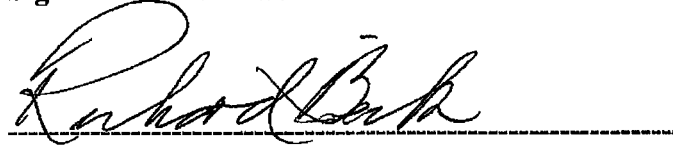
 
Signature

1-7-2021
Date

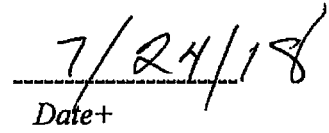
Tri-Max Builders
2948 Hogan Dr.
Casper, WY 82601

R-3 and R-2 Zoning Change Approval Form
For Back Nine Estates HOMEOWNERS

Sign and Date below:



Signature



Date+

Tri-Max Builders
2948 Hogan Dr.
Casper, WY 82601

R-3 and R-2 Zoning Change Approval Form
For Back Nine Estates HOMEOWNERS

Sign and Date below:

George H. Stewart

Signature

Ronda K. Stewart

7-26-2018

Date+

7-26-2018

2925 Palmer

Tri-Max Builders
2948 Hogan Dr.
Casper, WY 82601

R-3 and R-2 Zoning Change Approval Form
For Back Nine Estates HOMEOWNERS

Sign and Date below:

Melvin C Johnson

Signature

April 24, 2015

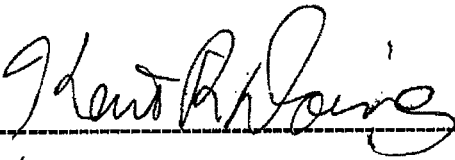
Date+

2904 Playas

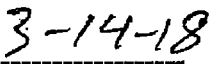
Tri-Max Builders
2948 Hogan Dr.
Casper, WY 82601

R-3 and R-2 Zoning Change Approval Form
For Back Nine Estates HOMEOWNERS

Sign and Date below:



Signature



Date+

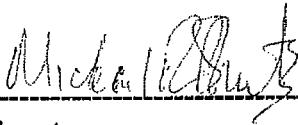
2944

Prayer

Tri-Max Builders
2948 Hogan Dr.
Casper, WY 82601

R-3 and R-2 Zoning Change Approval Form
For Back Nine Estates HOMEOWNERS

Sign and Date below:



Signature



Date+

2968 Player

Tri-Max Builders
2948 Hogan Dr.
Casper, WY 82601

R-3 and R-2 Zoning Change Approval Form
For Back Nine Estates HOMEOWNERS

Sign and Date below:

Bonnie Golovich
Signature


4-4-18
Date+

2935 player

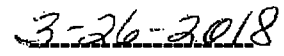
Tri-Max Builders
2948 Hogan Dr.
Casper, WY 82601

R-3 and R-2 Zoning Change Approval Form
For Back Nine Estates HOMEOWNERS

Sign and Date below:



Signature



Date+

2936 Player

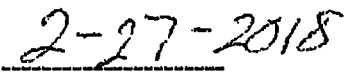
Tri-Max Builders
2948 Hogan Dr.
Casper, WY 82601

R-3 and R-2 Zoning Change Approval Form
For Back Nine Estates HOMEOWNERS

Sign and Date below:



Signature



Date+

Tri-Max Builders
2948 Hogan Dr.
Casper, WY 82601

R-3 and R-2 Zoning Change Approval Form
For Back Nine Estates HOMEOWNERS

Sign and Date below:

Mark A. Williams

Signature

Dee Williams

2951 Player Ave

3/10/18

Date+

3/10/18

Tri-Max Builders
2948 Hogan Dr.
Casper, WY 82601

R-3 and R-2 Zoning Change Approval Form
For Back Nine Estates HOMEOWNERS

Sign and Date below:



Signature

2/25/18
Date+

2928 Placer Dr.

Grant Wilson

2960 Payer

Tri-Max Builders
2948 Hogan Dr.
Casper, WY 82601

R-3 and R-2 Zoning Change Approval Form
For Back Nine Estates HOMEOWNERS

Sign and Date below:

Edwin A. Rater

Signature

2/26/2018

Date+

2917 Palmer

Tri-Max Builders
2948 Hogan Dr.
Casper, WY 82601

R-3 and R-2 Zoning Change Approval Form
For Back Nine Estates HOMEOWNERS

Sign and Date below:

Frank S. Heller
Signature

5/2/18
Date+

2909 Palmer

Tri-Max Builders
2948 Hogan Dr.
Casper, WY 82601

R-3 and R-2 Zoning Change Approval Form
For Back Nine Estates HOMEOWNERS

Sign and Date below:

Richard D. Rogers
Signature
Roe M. Rogers

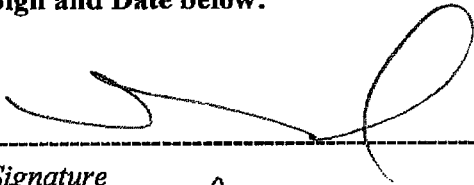
4-23-2018
Date+
4/23/2018

2906 Palmer

Tri-Max Builders
2948 Hogan Dr.
Casper, WY 82601

R-3 and R-2 Zoning Change Approval Form
For Back Nine Estates HOMEOWNERS

Sign and Date below:



Signature


4/23/18
Date+

Justine Lee Hold 4.23.18

Tri-Max Builders
2948 Hogan Dr.
Casper, WY 82601

C2 Zoning Change Approval Form
For Back Nine HOMEOWNERS

Sign and Date Below:



Signature

4-26-21

Date+

2948 Hogan Dr.

Tri-Max Builders
1948 Hogan Dr.
Casper, WY 82601

R-3 and R-2 Zoning Change Approval Form
For Back Nine Estates HOMEOWNERS

Sign and Date below:

Raymond K. Wallace

8-1-2018

Colleen Dickinson

8-1-2018

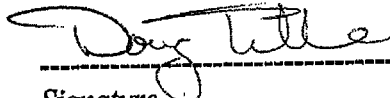
Signature

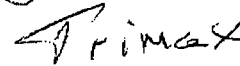
Date+

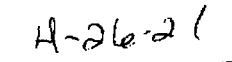
Tri-Max Builders
1948 Hogan Dr.
Casper, WY 82601

R-3 and R-2 Zoning Change Approval Form
For Back Nine Estates HOMEOWNERS

Sign and Date below:



Signature 



Date+

Tri-Max Builders
1948 Hogan Dr.
Casper, WY 82601

R-3 and R-2 Zoning Change Approval Form
For Back Nine Estates HOMEOWNERS

Sign and Date below:

Miki E. Ehlert
Signature

07/27/18
Date+

From: [REDACTED]
To: Craig Collins
Cc: [REDACTED]
Subject: FW: ZOC-000010-2021 Back Nine Addition etc.
Date: Friday, June 11, 2021 9:56:59 AM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Craig,

I'm forwarding my email I had sent early this morning.
I had inadvertently had your email wrong. (Normally I would not forward, however, I am today!)

Thank you for your understanding!
Sandra Martinez

From: [REDACTED]
To: "ccolins@casperwy.gov", "dhardy@cityofcasperwy.com"
Cc: [REDACTED]
Sent: Friday June 11 2021 5:05:05AM
Subject: ZOC-000010-2021 Back Nine Addition etc.

RE: ZOC-000010-2021- Petition for Zone Change of the Back Nine-

We, Gustavo & Sandra Martinez own our home at: 2838 Hogan Dr., Casper, WY.
We live at the cross-intersection of: Casper Mt. Rd. & W. 29th St.

We would like the current Zoning to be upheld & that the home owner's association in the twin home area of the Back Nine be left as PUD not go to an R-3 zoning or R-2 zoning. Leave it as is.

We are very concerned of the value, pricing & construction of said projects within the immediate area of our home & those of our neighbors. It must to remain consistent with the the already established Back Nine & Nine Irons Development.

We do not agree with the statement that you are unable to build twin homes in the area due to low demand in the Casper area.

RE: 2948 Hogan Dr Parcel #33792121501400 to be rezoned to C-2:

We, Gustavo & Sandra Martinez own our home at: 2838 Hogan Dr., Casper, WY.
We live at the cross-intersection of: Casper Mt. Rd. & W. 29th St.
We live immediately to the North of the area that is requested to be developed.
The Zoning request that you are making would directly affect our interests, home value & traffic in the immediate area.

We do not want any commercial or second commercial buildings or small office spaces,

apartments, gas stations or multi-level buildings constructed or zoned for this or any commercial use.

We see that the Request for the Zoning does state that they would not develop the area as the above mentioned sites, however, in Chapter 17.68 C-2 General Business forms, The 17.68.010 Purpose & 17.68.020 Permitted Uses; The above is included in the Purpose, Permitted Uses, Conditional Uses & Minimum Standards.

The above listed commercial buildings or sites we are concerned with going in & many more are listed on the General Business forms.

Property owners & builders may say one thing for zoning change, however, the General Business terms say another. This is very concerning to us.

We are both Completely Opposed to a change to the Zoning of the tract to C-2.

Please, hear our voice & our concerns.

Sincerely,
Sandra & Gustavo Martinez Jr.
2838 Hogan Dr.
Casper, WY 82601

GUNSIGHT, LLC

A Wyoming limited Liability Company

Stuart D. Atnip
Managing Member

(307) 266-4672

114 E. 27th Street
Casper, WY 82601

June 10, 2021

JUN 10 2021

City of Casper Planning and
Zoning Commission
C/O: Craig Collins, City Planner
200 N. David, Room 205
Casper, WY 82601

Re: Filing of Protest and Objection to Zone Changes being proposed in Case Number ZOC-000010-2021 before the City of Casper Planning and Zoning Commission.

Dear Mr. Collins:

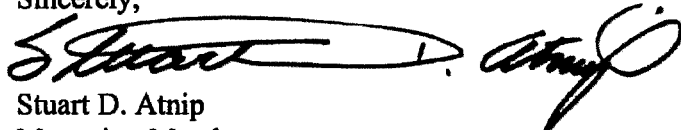
Please find enclosed the following documents for filing in and for consideration by the City of Casper Planning and Zoning Commission in Case Number ZOC-000010-2021, which matter is to be considered by the Commission at its meeting on Thursday, June 17, 2021:

1. Protest and Objection of Gunsight, LLC to the proposed zone changes in the above matter (Case Number ZOC-000010-2021).
2. Twelve copies of this Protest and Objection for inclusion in the Commission's packets for this hearing with the additional copies for your staff's use.

I am also requesting that the original copy of this Protest and Objection be included as an exhibit in the record for this hearing and any appeal that is taken therefrom.

Please feel free to contact me with any questions or concerns you may have. Your attention to this matter is greatly appreciated.

Sincerely,



Stuart D. Atnip
Managing Member
Gunsight, LLC

Enc.

CITY OF CASPER, WYOMING, PLANNING AND ZONING COMMISSION

CASE NUMBER ZOC-000010-2021

PROTEST AND OBJECTION BY GUNSIGHT, LLC, A WYOMING LIMITED LIABILITY COMPANY, AS THE OWNER OF MORE THAN TWENTY PERCENT (20%) OF THE AREA OF THE REAL PROPERTY LOCATED WITHIN "THE BACK NINE", AN ADDITION TO THE CITY OF CASPER, WYOMING, TO THE ZONE CHANGES BEING PROPOSED FOR THIS SUBDIVISION IN CASE NUMBER ZOC-000010-2021.

THIS PROTEST AND OBJECTION BEING FILED PURSUANT TO WYOMING STATUTE SECTION 15-1-603 AND SECTION 17.12.160 C. OF THE CASPER MUNICIPAL CODE.

1. Gunsight, LLC is a Wyoming limited liability company and is in good standing under and pursuant to the laws of the State of Wyoming.
2. The "Zone Change Application" filed in this matter is hereby incorporated herein at this point as if fully set forth. "The Back Nine", an addition to the city of Casper, Wyoming, is hereinafter referred to as "The Back Nine Subdivision".
3. Gunsight, LLC is the fee title owner of Tract "A" of "The Back Nine Subdivision" comprising 17.662 acres thereof. Tract "A" being highlighted on a copy of the plat of this subdivision attached hereto as Exhibit "I" which exhibit further sets forth the square footage of the lots and tracts contained in this subdivision as obtained from the Natrona County Assessor's Office. **Gunsight, LLC owns 43.25%** of the total area of all of the lots and tracts of this subdivision by its ownership of Tract "A" as follows:

Total area of all lots and tracts of the Subdivision: 1,778,609.20 square feet
Total area of Tract "A" owned by Gunsight, LLC: 769,356.72 square feet

Percentage ownership of Gunsight, LLC of the area of the lots comprising
"The Back Nine Subdivision": 769,356.72 (square feet of Tract "A") +
1,778,609.20 (subdivision total square feet) = 43.25% ownership interest therein.

4. Gunsight, LLC, pursuant to Wyoming Statute Section 15-1-603 and Section 17.12.160 C. of the Casper Municipal Code, hereby **PROTESTS AND OBJECTS** to the proposed zone changes to the lots and tracts of "The Back Nine Subdivision" as filed in this matter in Case number ZOC-000010-2021.
5. **DUE TO THIS PROTEST AND OBJECTION, PURSUANT TO W.S. 15-1-603 AND SECTION 17.12.160 C. OF THE CASPER MUNICIPAL CODE, THE PROPOSED ZONE CHANGES AS SET FORTH IN THE "ZONE CHANGE APPLICATION" FILED IN THIS MATTER WILL, AND CANNOT BE, EFFECTIVE EXCEPT UPON THE AFFIRMATIVE VOTE OF THREE-FOURTHS (3/4ths) OF ALL OF THE MEMBERS OF THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING.**

6. Gunsight, LLC protests and objects to the zone change application filed in this matter for the following, but not limited to, reasons:
- A. "The Back Nine Subdivision" was zoned as a Planned Unit Development (PUD) for the purpose of allowing flexibility in its development and site plans as this subdivision was and is being built out under the supervision and control of the city of Casper.
 - B. Substantial development of this subdivision has occurred under its current PUD zoning and the undersigned relied on this zoning in its purchase of Tract "A".
 - C. The applicant for these zone changes was well aware of the PUD zoning for, and of the subsequent development of, this subdivision under its PUD zoning at the time the applicant purchased its property.
 - D. The applicant for these zone changes now seeks to change the zoning which would allow for commercial development under the City's C-2 zoning classification for Tract "F" of this subdivision located along Casper Mountain Road. C-2 zoning will allow commercial uses within this subdivision that will greatly exceed the uses for this real property as set forth in the "Future Land Use Plan" of the Generation Casper Comprehensive Plan (dated Summer, 2017), the same being incorporated herein as if fully set forth.
 - E. Casper Municipal Code Section 17.52.030 only allows commercial use in a PUD zoning district that is primarily for the service and convenience of the residents of the subdivision and the immediate neighborhood, and provided that a commercial use does not change, injure, or destroy, temporarily or permanently, the predominantly residential character of the PUD. By maintaining the current PUD zoning the City of Casper can ensure that any future commercial development plan for this subdivision complies with this ordinance, as all site and development plans shall be submitted to and approved by the city pursuant to Municipal Code Sections 17.52.010 through 17.52.130.
 - F. C-2 Zoning, due to its broad uses, in this subdivision along Casper Mountain Road will neither provide adequate buffering of the lots and tracts contained in this subdivision nor for the R-4 zoning of the land adjacent to this subdivision and on the west side of Casper Mountain Road, which is categorized to be "Neighborhood 2", being Single and multifamily neighborhoods under the "Future Land Use Plan" as set forth in the Generation Casper Comprehensive Plan. Buffering is required pursuant to Casper Municipal Code Section 17.12.130 and Appendix C thereof.
 - G. C-2 zoning along Casper Mountain Road will result in "spot zoning" of commercial developments within this subdivision which area is for residential development pursuant to the "Future Land Use Plan" as set forth in the Generation Casper Comprehensive Plan. There are no other commercial development zones in or around this subdivision.
 - H. The current commercial use of a building located along Casper Mountain Road in Tract "F" of this subdivision is a grandfathered use that existed prior to the PUD zoning of this subdivision, which use cannot be enlarged, expanded or extended under the Casper

Municipal Code Sections 17.12.010 through 17.12.040. The presence of this grandfathered building is not a justification for commercial zoning of this area.

- I. The proposed changes from the PUD zoning to the C-2, R-2, and R-3 zoning classifications will galvanize the future uses of this property thereby eliminating the controls that the City currently has over future development plans for this subdivision as a PUD under Casper Municipal Code Sections 17.52.010 through 17.52.130.
 - J. If these proposed zone changes are adopted, the city of Casper will lose its ability to control the development of this area under the City's PUD Ordinances, which would otherwise allow the city to approve or disapprove site and development plans for the subdivision as it builds out in the future under the PUD zoning classification.
 - K. Casper Municipal Code Section 17.12.170 and Wyoming Statute Section 15-1-601(d) specifically require that all zoning decisions shall be made in accordance with the comprehensive plans developed by the city of Casper. As noted above, the proposed zoning changes are not in accordance with the Future Land Use Plan of the Generation Casper Comprehensive Plan for this subdivision and, if adopted, will adversely affect and impact future development of the lands to the west and south as well as within this subdivision.
 - L. The applicant for these zone changes is proposing to negate the Homeowners' Association as was required by the city of Casper under the PUD zoning classification for this subdivision. The Homeowners' Association guidelines as well as the "Declaration of Conditions, Covenants, Restrictions, Easements and Charges" are recorded respectively as Instrument Number 997419 on August 6, 2015, and as Instrument Number 973868 on June 27, 2014, with the clerk of Natrona County, Wyoming. These provisions were developed to allow the homeowners of this subdivision, through their homeowners' association, to protect their property values which will be lost if the proposed zone changes are adopted. As noted above, this subdivision has been built out to date in reliance on these provisions.
7. The applicant for the zone changes in this matter will not be prevented from developing its property in this subdivision as the applicant, under the current PUD zoning of this subdivision, has the ability to develop its property by submitting appropriate development plans to the city for its consideration pursuant to Section 17.52.130, which provides the process for making alterations to the final development plan of a PUD.
 8. The undersigned hereby request that this protest and objection be included in the record for any and all hearings before the City of Casper Planning and Zoning Commission and be made part of the record of any appeal that may be taken from any decision of the Commission.

Respectfully Submitted:

Dated this 10th day of June, 2021.

GUNSIGHT, LLC, A Wyoming
Limited LIABILITY Company:

By: 

Stuart D. Atnip
Managing Member
114 East 27th Street
Casper, Wyoming 82601
(307) 266-4672

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me this 10th day of June, 2021, by
Stuart D. Atnip as the Managing Member of Gunsight, LLC, a Wyoming limited liability company.


Notary Public

My commission expires: 01/09/25.



**GUNSIGHT LLC'S PERCENTAGE OWNERSHIP INTEREST IN THE TRACTS AND LOTS
OF THE "BACK NINE SUBDIVISION"**

TRACT/LOT SQUARE FOOTAGE

A	769,356.72	OWNED BY GUNSIGHT, LLC
B	203,555.88	
C	179,902.80	
D	119,790.00	
E	160,910.64	
F	65,819.16	
1	10,540.00	
2	10,540.00	
3	9,388.00	
4	13,534.00	
5	12,323.00	
6	11,822.00	
7	16,577.00	
8	9,240.00	
9	8,318.00	
10	8,318.00	
11	8,318.00	
12	8,318.00	
13	8,428.00	
14	12,066.00	
15	12,011.00	
16	9,932.00	
17	8,712.00	
18	8,318.00	
19	8,318.00	
20	8,318.00	
21	8,318.00	
22	8,318.00	
23	12,371.00	
24	7,928.00	
25	7,800.00	
26	7,800.00	
27	7,800.00	
28	7,800.00	
29	7,800.00	

1,778,609.20 TOTAL SQUARE FEET OF ALL TRACTS AND LOTS

THE OWNERSHIP PERCENTAGE INTEREST OF GUNSIGHT, LLC IN THE TOTAL AREA OF THE TRACTS AND LOTS OF "THE BACK NINE SUBDIVISION" = THE SQUARE FOOTAGE OF TRACT "A" OWNED BY GUNSIGHT, LLC DIVIDED BY THE TOTAL AREA OF ALL OF THE TRACTS AND LOTS THEREOF = 769,356.72 SQUARE FEET ÷ 1,778,609.20 SQUARE FEET = A 43.25% INTEREST HELD BY GUNSIGHT, LLC IN THE TOTAL AREA OF THE TRACTS AND LOTS OF THIS SUBDIVISION.

From: [REDACTED]
To: [Craig Collins](#); [Dee Ann Hardy](#)
Subject: Zone Change Application PUD "The Back Nine"
Date: Sunday, June 6, 2021 8:36:04 PM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

To the Community and Development Department, Planning Division,

We are writing to voice our opposition to the zoning changes proposed by Tri-Max Builders to "The Back Nine."

We live 4 houses down the street from Tract F, 2948 Hogan Drive, and are adamantly opposed to a change in the zoning to C2. This would increase traffic in and out of our neighborhood, making it dangerous for our children to ride their bikes near our home. Currently our neighborhood is small and relatively quiet, making it a great place to raise a family. So the prospect of getting a retail liquor store, or a convenience station, 4 lots down from our family home is upsetting. We bought our home in 2011 and were advised by the Becker family themselves that the covenants in place would forever protect the integrity of the neighborhood and the investment in the property. So you can imagine our distrust in their upcoming plans given their prior promises, and now this application. In their letter to residents of our neighborhood they note that there will be no apartments or gas stations with this change. However Chapter 17.68, Section 17.68.020 clearly allows both. As seasoned developers it's hard to imagine they didn't understand what a C2 zone allows, so their assertion otherwise seems dishonest and nefarious.

I have to note that I question how this would even work with the current turn-in to our neighborhood. For traffic moving north on Casper Mountain Road and turning east on 29th street into the proposed commercial business zone there is no turn lane, there is only the one lane of traffic, and the speed limit is 50 mph. The road is in poor condition on that corner and caution is needed while making that turn. Meanwhile the traffic following is moving at 50 mph. Without road construction and an additional lane added I'm concerned this is not a safe turn-in for business traffic. It's actually concerning at times for the residential traffic that it currently accommodates.

Furthermore, the change to C2 zoning undermines the authority of the Community Development Department, if the zoning is changed to accommodate the current building use, as asserted on the letter local residents received. If not in compliance with the current zoning, the current owners of 2948 Hogan Drive should correct the issue and obey the current restrictions. Changing the zoning to offset their lack of respect for the rules sets a precedent of "shoot first, apologize later" with regard to the rules the Committee sets and enforces. Given that the building itself demonstrates their lack of regard for the authority and rules of the Committee, we implore you not to give in any further to this group.

The proposed changes would also negatively impact our property values. Certainly the property

values of everyone on Hogan Drive will drop if some of those businesses permitted in a C2 zone open on our little (only 8 lots total length) street. But additionally, one of the reasons people like ourselves purchased in this neighborhood was actually *because of* the covenants. We appreciate that we are all held to a predefined standard with regard to our properties, ensuring we will all collectively preserve our property values. Abolishing the covenants in "The Back Nine" would affect all the homes in the adjoining Nine Iron Estates development. We welcome the opportunity for the builders to develop homes in "The Back Nine," as long as they are in keeping with the current standards and restrictions.

Please, for the best interest of residents of "The Back Nine" and Nine Iron Estates, do not allow the zoning changes proposed to PUD "The Back Nine" and Tract F, 2948 Hogan Drive. Please protect, preserve, and enforce the restrictions currently in place.

Respectfully,

Christy and Dan Davis
2802 Hogan Drive
Casper, WY 82601
(307) 247-1650

From: [REDACTED]
To: [Dee Ann Hardy](#); [Craig Collins](#)
Subject: Zone Change Application/ PUD The Back Nine
Date: Monday, June 7, 2021 9:09:11 PM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

To The City of Casper Planning Division,

I am a new resident of Nine Irons Development and after reading through the Zone Change Application to the City of Casper from Colby Frontiero and Doug Tille, I wish to express my objection to allowing this change in zoning. Our home is located on the south corner of 29th and Nicklaus and this change would allow business traffic, smaller homes, and a loosening of the covenants that attracted us to the area. We cherish our quiet, safe streets, "lack" of visible RVs, ATVs, boats, and "whatnot" that litter the view in other neighborhoods. Our homes are all built to a high standard of style and custom design that maintain the value and desirability of living in this development and I do not want to see any changes that will allow smaller cheaper homes with fewer restrictions. I am told by neighbors who have lived here since the beginning of the development that the area in question was promised to include a green space by the developers and now they want to go back on that promise and simply sell that land so they can cash out without any responsibility due back to the homeowners. We moved down off the mountain and the appeal of this area was the strongest in the city due to the abovementioned covenants, restrictions, and the high resale value which has been outstanding. There has not been lower demand for any of the homes, twin included, the appeal of our area is strong, let's keep it that way. Commercial development would be a devastating blow to our resale values and there are just too many "unknowns" to allow this to pass.

I do not believe for a second that Tri-Max Builders will build the same size or quality of homes with the exact same covenants as the existing homes in the Nine Irons area therefore they will diminish the value of my home should this change be allowed by the city planning division. There was to be a green space and no commercial development, and that is what I will fight for should we need to commit ourselves to save our development.

Feel free to read this at the June 17th meeting which I would attend if not for a pre-planned family vacation at that time.

Sincerely,
Becke Dixon
2840 Nicklaus Dr.
Casper, WY

[REDACTED]
Becke Dixon
[REDACTED]

Resentment is like taking poison and hoping the other person dies. -St Augustine

June 6, 2021

City of Casper Planning & Zoning Commission
% Planning Division/Community DEvelopment Dept
200 N. David Room 205
Casper, WY 82601

Subject: Zone Change Application submitted by Colby Frontiero/ Doug Tille

Due to an increase in land proposed to be Zone C2 in the present Zone Change Application dated 4/26/21, I hereby object to the Zone change.

As originally proposed only the lot North of the existing commercial building and South of 29th Street was proposed to be C2. Our area is strictly a residential area and does not need any more of the proposed land to be zoned commercial. We are not located that far from convenient commercial areas.

Respectfully Submitted,

Rate Marital Trust 5/15/2001

 TRUSTEE

Edwin S. Rate, Jr. Trustee

2960 PLayer Drive

Casper, Wy 82601

June 12, 2021

I'm an owner of 2925 Palmer Drive - area in question for a zone change. I have no objections for what is currently planned. I dearly love my view of the mountain and all the animals that pass through. Further to the south of me is quite a bit of vacant ground that some persons seem to find suitable to use as a landfill. This is what I want to see stopped & persons responsible forced to clean up.

Thank you for asking my input.
Mildred A Johnson

Craig Collins

From: [REDACTED]
Sent: Monday, June 14, 2021 7:28 AM
To: Dee Ann Hardy; Craig Collins
Subject: Rezoning of The Back Nine Subdivision

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning -

We are in receipt of the letter with the intention to rezone The Back Nine subdivision.

We are homeowners residing at 2814 Hogan Dr and wish to voice our concerns and state our disagreement over the rezoning proposed. The C2 rezoning is our main concern.

As property owners, we purchased our home due to the stable property values in the neighborhood as well as the low traffic volume within the subdivision.

We believe our concerns that C2 rezoning will cause a number of issues that are a polar opposite of why we purchased our home in the first place. Adding commercial businesses will increase traffic as well as bring our property values down.

The email will serve as a formal "nay" vote on behalf of current homeowner in the Nine Irons subdivision for the change of zoning on Hogan Drive to C2.

If you have any questions, please feel free to contact Bryan Larson at 406-853-5133 or Janel Larson at 307-253-9242.

Thank you for your time and consideration of our feelings and concerns on this change.

Kind regards,
Bryan and Janel Larson
2814 Hogan Dr
Casper, WY 82601

Craig Collins

From: [REDACTED]
Sent: Tuesday, June 15, 2021 11:15 AM
To: Craig Collins
Subject: ZOC-000010-2021

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning, Mr. Collins.

We write this email as concerned property owners that would be negatively impacted if the re-zoning would be approved, and we object to the change in zoning.

Our names are Ed and Laura Renemans, and we reside at 2816 Nicklaus Drive, located in Nine Iron Estates. We purchased our property with an understanding of the existing zoning in the area. Changing the zoning at this time would be changing the rules subsequent to our purchase, result in a significant potential increase in vehicle traffic, potential increase in the numbers of people, potential increase in crime, and potentially decrease in the value of our property. We purchased our home in this area due to the existing environment. The re-zoning would change the environment of where we live. The area in question was originally zoned as it currently is, for a reason. Leave it as it is currently zoned.

When the property to the south is developed, as it will at some point in time, it is essential the developer be required to establish an escrow account with a minimum of \$250,000 to mitigate the damages and cleaning that will be necessary for the established homes to the north of the construction area. The last time there was dirt moved in this area, the dirt, sand, trash, and etc. that blew onto our properties in Nine Iron Estates was inexcusable. The sand and soil accumulated in our gutters, on the outside of our homes, and filled up our yards. We personally incurred the costs for clean up. That cannot happen again! The escrow should be administered by an independent third party to which home owners can submit their claims for damages and clean up.

I would be happy to discuss my position via telephone, should you need additional information. My mobile number is 307-262-6417.

Best Regards,

Ed & Laura Renemans
2816 Nicklaus Drive

ORDINANCE NO.26-21

AN ORDINANCE APPROVING A ZONE CHANGE OF THE
BACK NINE ADDITION

WHEREAS, an application has been made to rezone the Back Nine Addition Subdivision from zoning classification Planned Unit Development (PUD) to R-2 (One Unit Residential), R-3 (One to Four Unit Residential) and C-2 (General Business); and,

WHEREAS, after a public hearing on June 17, 2021, the City of Casper Planning and Zoning Commission unanimously passed a motion recommending that City Council approve the zone change request; and,

WHEREAS, the governing body of the City of Casper finds that the above-described zone change should be approved.

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

SECTION 1:

The requested zone change of the Back Nine Addition is hereby approved, as follows:

- Lots 1 through 29, inclusive – R-3 (One to Four Unit Residential);
- Tracts A through E, inclusive – R-2 (One Unit Residential);
- Tract F – C-2 (General Business);

SECTION 2:

This ordinance shall be in full force and effect from and after passage on three readings and publication pursuant to law.

PASSED on 1st reading the ____ day of _____, 2021.

PASSED on 2nd reading the ____ day of _____, 2021.

PASSED, APPROVED, AND ADOPTED on 3rd and final reading the day of _____, 2021.

APPROVED AS TO FORM:

Walker Tremel


ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Steven K. Freel
Mayor

July 21, 2021

MEMO TO: J. Carter Napier, City Manager 

FROM: Liz Becher, Community Development Director

SUBJECT: Public hearing to consider an Ordinance approving a vacation, replat and zone change creating the Trails West Estates No. 5 Addition, and the associated Subdivision Agreement

Meeting Type & Date:
Regular Council Meeting, August 3, 2021

Action Type:
First reading of ordinance and public hearing

Recommendation:
That Council approve the vacation, replat and zone change creating the Trails West Estates No. 5 Addition, and the associated Subdivision Agreement.

Summary:
Application has been made to vacate and replat 116-acres, more or less, located north of Whispering Springs Road and Village Drive. The area is currently platted as a residential subdivision, but is undeveloped. The purpose of the replat is to vacate all the existing lots, in order to reduce carrying costs (property taxes) on the property, in that development of the area is not to be undertaken in the near future. The replat is creating four (4) newly configured tracts, all of which have frontage on existing public streets to the south. Tract 4 consists of dedicated City parkland, and is proposed to be zoned PH (Park Historic). The remaining three (3) tracts are proposed to be zoned AG (Urban Agriculture).

The Planning and Zoning Commission voted, unanimously, to support the vacation, replat and zone change after a public hearing on June 17, 2021. There were no public comments either for or against this case.

Financial Considerations:
Not applicable

Oversight/Project Responsibility:
Community Development Department – Planning Division

Attachments:
Location Map
Ordinance
Subdivision Agreement
Plat

Trails West Estates No. 5 Addition (Vacation of Current Plat)



**TRAILS WEST ESTATES NO. 5 ADDITION
SUBDIVISION AGREEMENT**

This Subdivision Agreement (“Agreement”) is made and entered into this _____ day of _____, 2021, by and between the following parties:

1. The City of Casper of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601 (“City”).
2. Rocking K Properties, LLC, PO Box 2671, Casper, Wyoming 82602 (“Owner”).

Throughout this Agreement, City and Owner may be individually referred to as a “party” or collectively referred to as the “parties.”

RECITALS

- A. Whenever the Public Services Director, City Engineer, Community Development Director, or other City official is mentioned in this Agreement, it shall be deemed to include their designees.
- B. Owner has applied to vacate and replat Lots 48-56, Block 40, All of Block 41, Lots 13-49, Block 42, and all of Blocks 43 ,44, 45, 46, 47, 48, & 49, Trails West Estates Subdivision of the City of Casper, Wyoming, to create Trails West Estates No. 5 Addition.
- C. A plat of Trails West Estates No. 5 Addition (“Addition”) has been prepared by the Owner, and approved by the City of Casper, and shall be signed and recorded at the Natrona County Clerk’s Office concurrently with this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties hereto agree as follows:

SECTION 1 – INCORPORATION OF RECITALS

The recitals set forth above are incorporated at this point as if fully set forth as part of this Agreement.

SECTION 2 - OBLIGATIONS OF OWNER

Upon written demand of the Council or the City Manager, the Owner, its heirs, successors, grantees or assigns, at their sole cost and expense, shall do, or cause to be done, the following:

2.1 Surveying:

- a. All subdivision corners shall be marked with 3¼ brass caps. These caps shall show the name of the surveyor or company making the survey, and the license number of the surveyor making the survey or certifying the survey. All PLSS corners shall be properly marked for identification as to the location in accordance with Wyoming Statutes and Rules and Regulations of the Wyoming Board of Registration for Professional Engineers and Professional Land Surveyors, shall be referenced if subject to destruction, and again shall show the proper identification and license of the certifying surveyor. A corner record shall be recorded as per Wyoming Statutes and Rules and Regulations of the Wyoming Board of Registration for Professional Engineers and Professional Land Surveyors. A copy will be provided to the City upon recordation.
- b. Block and Lot corners, points of tangency (PT's) and points of curve (PC's) of all curves shall be marked by an iron pin not less than five-eighths (5/8) inches in diameter and not less than twenty-four (24) inches in length, with a brass or aluminum cap not less than 2 and one-half (2½) inches in diameter securely fastened to the top, unless otherwise impractical. These monuments will be set prior to the recording of the plat in the Office of the County Clerk unless approved by the City Surveyor.
- c. Said corners shall be in place for final inspection by the Public Services Director upon completion of the sidewalk (curbwalk), or curb and gutter.
- d. A digital copy of the Final Subdivision Plat shall be provided to the City, as required by the Casper Municipal Code ("Code"). No building permit shall be issued prior to the recording of the plat.

2.2 Construction Sequence:

Main water lines, sewer lines, storm sewer, streets, sidewalks, pavement overlays, and access drives shall be constructed in an orderly sequence, as the Addition is developed and built upon, so that there will be no gaps left in the paving, sidewalks, and other off-site improvements. Streets shall not be paved until all water lines, storm sewers, and property water and sewer services are in place and the ditches thereof properly backfilled and compacted, in accordance with City requirements. The Owner shall receive the approval of the Public Services Director prior to commencing any and all phases of construction.

2.3 Certification of Construction; Repair Obligations:

- a. All improvements shall be designed and inspected by a Wyoming registered professional engineer, who shall certify that the improvements, including, but not limited to, streets, curbs, gutter, sidewalks, paving, parkways, utility systems, storm sewers, street lighting, street signs and

striping, etc., have been constructed in accordance with plans and specifications approved by the Public Services Director. The certification by the engineer and approval by the City shall be in writing. Approval of the construction plans by the Public Services Director is required before a building permit will be issued by the City.

- b. The Owner shall maintain, repair, and replace all improvements that fail within the warranty period as provided by the Code. This obligation includes maintenance, repair or replacement for any cause during such period, including acts of subcontractors. In the event the Owner fails to maintain, repair, or replace said improvements, the City shall have the right but not the obligation, at its option, to maintain, repair, or replace the same and Owner agrees to pay for any cost incurred thereby. Maintenance, repair, or replacement by the City does not relieve the Owner from its obligation under this paragraph and shall not be construed to be an acceptance of the improvements by the City.
- c. Upon issuance of a “letter of acceptance” by the Public Services Director pursuant to the Code, the City will assume ownership and the responsibility for the maintenance of the improvements. The Owner shall be responsible for the maintenance, repair and replacement of the improvements until the City issues its “letter of acceptance.”

2.4 Underground Utilities and Street Lights:

All new utilities shall be located underground. All street lights shall be installed in compliance with Code street-lighting standards at the Owner’s sole expense. Streetlight pole materials shall be as approved in writing by the Public Services Director.

2.5 Soils Analysis:

The Owner shall provide the Public Services Director with a soils analysis concurrently with the submittal of subdivision construction plans. Individual lot test bores may be required on each lot, with a soil analysis for the foundation design at the sole discretion of the Public Services Director. Test results, soil analyses and foundation designs shall be submitted to the Community Development Director.

2.6 Erosion Control Program:

- a. The Owner shall submit, and have approved by the Public Services Director, a comprehensive erosion control program for the area disturbed during construction activities to mitigate the adverse effects of blowing dirt or dust, and water erosion on other properties in the immediate area before the issuance of an earthwork, road cut or grading permit pursuant to the Code. An erosion and sediment control permit shall be obtained

from the Public Services Director prior to any earthwork taking place in the Addition.

- b. The Owner shall post security for its erosion control as required by the Code, and in a form acceptable to the City. It shall be the obligation of the Owner to keep any security in full force and effect, as required by the Code. In addition, the Owner shall furnish proof of the same to the Public Services Director upon demand of the City.

2.7 Retaining Walls and Fences:

Any retaining walls constructed within the subdivision by the Owner shall be designed and certified by a Wyoming registered professional engineer. The design(s) shall be submitted to the Public Services Director and Community Development Director for written approval before a building permit will be issued. Said walls shall be constructed within the boundaries of each lot and not on the property lines. Maintenance of said walls shall be the responsibility of each individual lot owner. Provided, however, retaining walls and fences shall not be constructed on any drainage easements, or on any other ways depicted on any other recorded instrument without the approval of the Public Services Director.

2.8 Water and Sewer:

All water and sewer improvements shall be constructed in full compliance with the Code as it exists at the time of construction, including, but not limited to the following requirements:

- a. Curb boxes shall be left behind the sidewalk in front of each lot and the Owner shall protect, during the subsequent course of developing the Addition, valve boxes and curb boxes from damage, and be wholly responsible for the repair and replacement to the Public Services Director's satisfaction of such that are damaged or destroyed. If the Owner shall fail or refuse to promptly repair or replace such boxes as required, the City may do so and charge the Owner directly for said cost. The Owner shall adjust said valve and curb boxes to finished grade, at the time the paving work is completed in the Addition.
- b. The Owner shall construct the necessary water lines and appurtenances up to and through the Addition. All work shall be in accordance with plans and specifications to be prepared by the Owner's engineer and approved in writing by the Public Services Director. Water line sizes shall be as determined by the Public Services Director.
- c. The Owner, at its cost, shall install water service lines in accordance with Code specifications to the property line so as to serve each lot or building site in the Addition.

- d. The Owner shall construct the necessary sewer lines up to and through the Addition. All work shall be in accordance with plans and specifications to be prepared by the Owner's engineer and approved in writing by the Public Services Director. Sewer sizes shall be as determined by the Public Services Director.
- e. The Owner, at its own cost, shall install sewer service lines, in accordance with Code specifications, to the property line so as to serve each lot or building site in the Addition.
- f. The Owner shall protect manhole covers and rings from damage in the course of constructing the line, and shall be solely responsible for repair or replacement to the Public Services Director's satisfaction. The Owner shall adjust such manhole rings and covers to finished grade. The Owner agrees to protect and save the City harmless from any loss or claim suffered by other sewer users to their real or personal property, and from personal injury or damages by reason of obstruction or damage to the sewer lines or any part thereof occasioned by present or future construction work on said Addition by the Owner. Said obligation shall continue until the sewer line and the system within the Addition is accepted by the Public Services Director by issuance of a "letter of acceptance." Provided, however, that acceptance of part of the system shall not relieve the Owner of the obligations herein imposed for the remaining improvements that have not been accepted within said Addition.
- g. Prior to the issuance of a building permit for any new structure, or prior to the issuance of a plumbing permit to connect existing buildings to the water and sewer systems, the then-existing water system investment charge (connection charge), sewer system investment charge (connection charge) and water meter charge shall be paid to the City. The Owner will also pay to the Central Wyoming Regional Water System Joint Powers Board the then current Regional Water System investment charge for each building to be served with water.
- h. All necessary water and sewer easements, in forms acceptable to the City, up to and through the subdivision shall be obtained by the Owner, which grant to the City the right of ingress and egress thereto for purposes of laying out, constructing, inspecting, maintaining and replacing water lines, sewer lines, its fire hydrants and other appurtenances.
- i. The Owner agrees to abide by all federal, state and local laws, rules and regulations regarding the use of its water and sewer facilities, and water and sewer service, including, but not limited to, the Federal Pretreatment Regulations and all the Code sections relating to industrial pretreatment.
- j. At such time as said water and/or sewer mains are installed by the Owner and a "letter of acceptance" is issued by the Public Services Director, the City shall pursuant to the Code, reimburse the Owner twice the difference in material cost between an eight (8) inch water and/or sewer main, or larger size if required by the development, and the required oversized main pursuant to the Code, as

amended. Such reimbursement will be determined by the City based upon its most recent applicable material costs at the time of the Agreement execution. Reimbursement will only be based on oversizing of water and sewer mains larger than the size required by system analysis and approved by the Public Services Director.

2.9 Easements for all Utilities, Bikeways and Pedestrian Pathways:

Easements for all utilities and future bikeway/pedestrian pathways and access, in recordable forms acceptable to the City, must be provided prior to application for a permit to construct being made to the City.

2.10 Street and Traffic Signs and Controls:

Owner shall pay for the cost and installation of all necessary on and off-site street and traffic control signage, signs signifying the street names, street striping, crosswalk striping, and traffic calming devices, as determined by the Public Services Director in his sole discretion.

2.11 Security Requirements:

In addition to and separate from the security required for erosion control, Owner shall comply with all Code requirements for all other security and surety requirements as set forth in the Code, including, but not limited to the financial surety and security for the project, landscaping and warranty period.

2.12 Record Drawings:

- a. Owner shall submit "as-built" record documents for paving, drainage, water and sewer to the City prior to the issuance of the certificate of occupancy. Reproducible hard copy drawings shall be in the form of one (1) set of 4 mil Mylar, 24" x 36" labeled as "Record Drawings" and dated. Record Drawings shall also be provided on electronic media in Adobe (pdf) format and in AutoCAD format or other format specified by Owner. Record documents shall be submitted on CDs, or other media as directed by Owner, labeled as "Record Drawings" and include the project name, City of Casper project number and date.
- b. All digital files necessary for correct plotting of the final record drawings in the AutoCAD version, such as external references, pen assignments, images, etc. shall be provided. Any x-refs or other files that can be, shall be incorporated into the final drawings to minimize the manipulation necessary for plotting.

2.13 Completion of Infrastructure Improvements Prior to Certificate of Occupancy:

All required on-site and off-site improvements shall be completed and approved by the Public Services Director prior to the issuance of the first certificate of occupancy unless otherwise designated in this Agreement.

2.14 Other Costs in Separate Agreements:

If any recapture costs, costs for a drainage basin or sub-basin wide stormwater management program are applicable to this Subdivision, those costs shall be allocated in a separate exhibit attached to this Agreement. Failure of any such exhibit to be attached to this Agreement shall not relieve the Owner of its obligation to pay its proportionate share of those costs.

2.15 Stormwater, Flooding and Letters of Map Revisions:

- a. Owner shall comply with and pay for all costs associated with any Stormwater Pollution Prevention Plan, Letter of Map Revision (LOMR), or other related requirements of Wyoming DEQ, Federal Emergency Management Agency (FEMA) or any other agency that has jurisdiction over the real property in impacted by this Agreement.
- b. Owner shall provide the City with copies of all Stormwater Pollution Prevention Plan elements as reviewed and approved by Wyoming DEQ; any LOMR, along with the necessary submittals to update flood mapping in accordance with FEMA requirements, and documentation of Base Flood Elevations.
- c. All requirements of this section shall be met prior to issuance of a permit to construct subdivision improvements.

SECTION 3 - OBLIGATIONS OF CITY

The City shall issue a building permit and certificate of occupancy for the buildings in the Addition upon performance by the Owner of the conditions set forth herein, and upon Owner's compliance with all applicable Code requirements. All building permits will be issued by the Community Development Director in accordance with the Code.

SECTION 4 - REMEDIES

In the event the Owner fails to do, or fails to cause to be done, any of the requirements set forth in this Agreement in an expeditious manner, the City may, at its option, do any or all of the following:

- a. Refuse to issue any building permits or certificates of occupancy to any person, including the Owner, or its heirs, successors, assigns and grantees.

- b. After written notice to the Owner of any public improvements which have not been completed or properly completed, and upon Owner's failure to cure the same within a reasonable period of time, the City may complete any and all of the public improvements required by this Agreement by itself or by contracting with a third party to do the same. In the event the City elects to complete said improvements, or contracts with a third party to do so, the Owner agrees to pay any and all costs resulting therefrom upon demand by the City.

The remedies provided in this section are in addition to any other remedies specifically provided for in this Agreement, or which the City may otherwise have at law or in equity, and are not a limitation upon the same. The Owner further agrees to pay all reasonable attorneys' fees, court costs, and litigation costs in the event the City is required to enforce the provisions of this Agreement in a court of law.

SECTION 5 – GENERAL PROVISIONS

- a. Successors and Assigns: The terms and conditions of this Agreement shall be binding upon the parties hereto, and shall inure to the benefit of all parties hereto and their respective heirs, successors, assigns, and grantees and shall bind and run with the real property that is the subject matter of this Agreement. The Owner shall not assign this Agreement or otherwise sub-contract its duties and responsibilities as set forth in this Agreement without the prior written consent of the City.
- b. Wyoming Governmental Claims Act: The City does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statute Sections 1-39-101, *et seq.* The City specifically reserves the right to assert any and all immunities, rights, and defenses it may have pursuant to the Wyoming Governmental Claims Act.
- c. Governing Law and Venue: This Agreement, its interpretation and enforcement shall be governed and construed in accordance with the laws of the State of Wyoming. Any litigation regarding this Agreement shall be resolved in a court of competent jurisdiction situated in Natrona County, Wyoming.
- d. Complete Agreement: This Agreement shall constitute the entire understanding and agreement of the parties, and supersedes any prior negotiations, discussions or understandings.
- e. Amendment: No amendment or modification of the terms of this Agreement shall be valid or enforceable unless made in writing and executed by all parties hereto.

- f. Waiver: Failure on the part of either party to enforce any provision of this Agreement, or the waiver thereof, in any instance, shall not be construed as a general waiver or relinquishment on its part of any such provision, but the same shall nevertheless be and remain in full force and effect.
- g. No Third-Party Beneficiary Rights: The parties to this Agreement do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to this Agreement, and shall inure solely to the benefit of the parties to this Agreement. The parties to this Agreement intend and expressly agree that only parties signatory to this Agreement shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.
- h. Severability: If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid, illegal or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement.
- i. Notices: Notices required or permitted to be given by a Party to the others must be in writing and either delivered in person or sent to the address shown below (or such subsequent address as may be designated by either party in writing) by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt:

Rocking K Properties, LLC
 PO Box 2671
 Casper, WY 82602

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

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

payment, completion and acceptance of the services and termination or completion of the Agreement.

- I. Copies: This Agreement may be executed in more than one copy, each copy of which shall serve as an original for all purposes, but all copies shall constitute but one and the same Agreement.

- m. Authority: Each individual executing this Agreement for and on behalf of their principals hereby state that they have the requisite power and authority to enter into this Agreement and to consummate the transactions contemplated and intended hereby. Owner further states that it is authorized to transact business in the State of Wyoming, properly registered and not delinquent with the Secretary of State.

- n. Term: At the time the Owner files for a permit to construct, the then applicable code provisions shall apply for the life of the permit or under an extension that is approved by the Public Services Director. If the Owner fails to file for a permit to construct at the time of platting, all applicable provisions of the Code that have changed since the execution of this Agreement shall be required of the Owner at the time of permit application, and the City at its sole discretion may require a new Subdivision Agreement and/or the replatting of property. Provided, however, Code amendments pertaining to the health and safety of the public shall be complied with by the Owner during the term of this Agreement, regardless of the validity of the permit to construct.

The parties hereby enter into this Agreement on the day and year first written above.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Steven K. Freel
Mayor

WITNESS:

OWNER
Rocking K Properties, LLC

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

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 _____ day of _____, 2021, by Keith P. Tyler as the Managing Member of Rocking K Properties, LLC.

(Seal, if any)

(Signature of notarial officer)

Title (and Rank)

[My Commission Expires: _____]

ORDINANCE NO.27-21

AN ORDINANCE APPROVING A VACATION, REPLAT, SUBDIVISION AGREEMENT AND ZONE CHANGE FOR THE TRAILS WEST ESTATES NO. 5 ADDITION SUBDIVISION IN THE CITY OF CASPER, WYOMING.

WHEREAS an application has been made to vacate and replat Lots 48-56, Block 40, All of Block 41, Lots 13-49, Block 42, and all of Blocks 43 ,44, 45, 46, 47, 48, & 49, Trails West Estates Subdivision of the City of Casper, Wyoming, to create Trails West Estates No. 5 Addition; and,

WHEREAS an application has been made to rezone the proposed Trails West Estates No. 5 Addition from multiple zoning classifications to AG (Urban Agriculture) and PH (Park Historic); and,

WHEREAS, a written subdivision agreement will be entered into with the City of Casper, which will be approved with the vacation/replat upon third reading of this ordinance; and,

WHEREAS, this vacation, platting and rezoning requires approval by ordinance following a public hearing; and,

WHEREAS, after a public hearing on June 17, 2021, the City of Casper Planning and Zoning Commission passed a motion recommending that City Council approve the vacation, replat, subdivision agreement and zone change requests; and,

WHEREAS, the governing body of the City of Casper finds that the above described zone change, vacation, replat and subdivision agreement should be approved.

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

SECTION 1:

That the vacation and replat creating the Trails West Estates No. 5 Addition is hereby approved.

SECTION 2:

The replat and subdivision agreement, as described above, are hereby approved, and the Mayor is hereby authorized and directed to execute, and the City Clerk to attest said documents.

SECTION 3:

The zoning of the Trails West Estates No. 5 Addition shall be as follows:

- Tracts 1, 2 and 3 – AG (Urban Agriculture)
- Tract 4 – PH (Park Historic)

SECTION 4:

This ordinance shall be in full force and effect from and after passage on three readings and publication pursuant to law.

PASSED on 1st reading the ____ day of _____, 2021.

PASSED on 2nd reading the ____ day of _____, 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

July 21, 2021

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

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

SUBJECT: Public Hearing Date for a New Bar and Grill for Grace Partners, LC d/b/a Spotlight Lounge, Located at 128 East 2nd Street.

Meeting Type & Date

Regular Council Meeting
August 3, 2021

Action type

Public Hearing
Minute Action

Recommendation

That Council, by minute action, consider the application for a new bar and grill liquor license for Grace Partners, LC d/b/a Spotlight Lounge, located at 128 East 2nd Street.

Summary

An application has been received for a new bar and grill liquor license for Grace Partners, LC d/b/a Spotlight Lounge, located at 128 East 2nd Street. This application is one of three. The City of Casper received three (3) applications for two (2) available bar and grill liquor licenses. The submitted applications are from (1) Grace Partners, LC d/b/a Spotlight Lounge, (2) Wyoming Downs OTB 12, LLC d/b/a Wyoming Downs OTB 12, and (3) Mouthful, LLC d/b/a Mouthful.

The applicant plans to cater to a 29 to 65-year-old demographic. They will offer a venue for local musicians to come and play and karaoke. The applicant has not set the menu but plans are currently for either a gourmet hot dog restaurant or upscale fast finger foods. However, the applicant is aware with this type of license that any customer wishing to partake in alcohol will also have to order food, because Bar and Grill liquor licenses must have the majority of their revenue come from food services and not from the sale of alcohol liquor or malt beverages.

This address is the former location for the restaurant liquor license 2nd Street Eats, LLC d/b/a 2nd Street Eats, LLC. This liquor license holder did not renew for the license year starting April 1, 2019. No liquor license has been assigned to this address since that date.

Bar and Grill liquor licenses must have the majority of their revenue be from food services and not from the sale of alcohol liquor or malt beverages. They must also have a physical bar with at least eight adult customer alcohol serving places, as well as a serving station for ordered alcoholic drinks

or pick-up alcoholic drinks; they must have at least one dedicated service representative (bartender), and a choice of at least six major distilled spirits available for retail sale. Restaurant and Bar and Grills liquor licenses cannot sell alcohol for off premise consumption. All sales of alcoholic or malt beverages shall cease at the time food sales and services cease.

Retail liquor license are not subject to a food requirement. Retail liquor license holders may sell package liquor for off premise consumption. They may also apply for permits to cater off site event. If a retail liquor license holder has a bar and package liquor they must be separated by a glass or other suitable partition to permit persons to pass freely between the two facilities.

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).

Financial Considerations

City will receive \$6,931.00 of this pro-rated license. Renewals for Bar and Grills are \$3,000.

Oversight/Project Responsibility

Carla Mills-Laatsch, Licensing Specialist

Attachments

Copy of Application

Affidavit of Website Publication

Company overview

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 #13

License Fees Annual Fee: \$ 10,500.00 Date filed with clerk: 6 / 17 / 2021

Prorated Fee: \$ 96931.00 Advertisement Dates (7 Weeks): 7/25/2021 & 7/25/2021

Transfer Fee: \$ _____ Hearing Date: 8 / 03 / 2021

Publishing Fee: \$ _____

Publishing Fee Direct Billed to Applicant:

License Term: 8 / 01 / 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: Grace Partners LC

Trade/Business Name (dba): Spotlight Lounge

Building to be licensed/Building Address: 128 East 2nd Street
Number & Street

Casper WY 82601 Natrona
City State Zip County

Mailing Address: 128 East 2nd Street
Number & Street or P.O. Box

Casper WY 82601
City State Zip

Business Telephone Number: (307) 262-4291 Fax Number: () N/A

E-Mail Address: Gracepartners@hotmail.com

Brief legal description and the zoning of the licensed building or site for licensed building: W.S. 12-4-102 (a) (vi)
Block 7, Lot 12, 13, and 14 in the Casper addition to the city of Casper, Natrona County, Wyoming

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

TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)

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

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

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

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

NON-OPERATIONAL/PARKED HOURS OF OPERATION (e.g. 10a - 2a) from _____ to _____

ALL APPLICANTS MUST COMPLETE QUESTIONS 1-6

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

- (a) OWN the licensed building? YES (own)
- (b) 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.

- (i) When the lease expires, located on page 1 paragraph 2 of lease.
- (ii) Where the Sales provision for alcoholic or malt beverages is located, on page 7 paragraph 24 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:

N/A

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

If "YES", explain: N/A

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

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

Name	Date of Birth	Residence Address No. & Street, City, State & Zip <i>DO NOT LIST PO BOXES</i>	Residence Phone Number	Have you lived in this residence for at least 1 year and not owned residence in any other state in the last year?	Have you been convicted of a Felony Violation?	Have you been convicted of a Felony Violation?
N/A		N/A	N/A	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

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

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

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

Name	Date of Birth	Residence Address No. & Street, City, State & Zip <i>DO NOT LIST PO BOXES</i>	Residence Phone Number	No. of Years in Corp or LLC	% of Corporate Stock Held	Have you been convicted of a Felony Violation?	Have you been convicted of a Felony Violation?
Deborah Dallman						YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
DEBORAH						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
DALLMAN						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

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

7. BAR AND GRILL LICENSE:

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

8. RESTAURANT LICENSE:

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

(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: N/A

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 not less than 10 million dollars (\$10,000,000.00)? 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: N/A

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: N/A

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: N/A

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: N/A

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: N/A

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: N/A

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

ATTACHMENTS:

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

OATH OR VERIFICATION

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

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

STATE OF WYOMING)
) SS.
COUNTY OF Natrona)

Signed and sworn to before me on this 14 day of June,

2021 that the facts alleged in the foregoing instrument are true by the following:

1) <u>Deborah Dallman</u> (Signature)	<u>Deborah Dallman</u> (Printed Name)	<u>Owner</u> Title
2) _____ (Signature)	_____ (Printed Name)	_____ Title
3) _____ (Signature)	_____ (Printed Name)	_____ Title
4) _____ (Signature)	_____ (Printed Name)	_____ Title
5) _____ (Signature)	_____ (Printed Name)	_____ Title
6) _____ (Signature)	_____ (Printed Name)	_____ Title

Witness my hand and official seal:



[Signature]
Signature of Notary Public

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 07/20/2021 and ended on 08/04/2021 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 - Paatch

Date: 07/26/2021

Title: Licensing Specialist

Scribed in my presence and sworn before me on this

26th day of July, 2021

Christa K. Wiggs



Provide to City of Casper Central Records

NEW APPLICATIONS FOR A BAR AND GRILL LIQUOR LICENSES

Three applications for new bar and grill liquor licenses have been received in this office. The applications are as follows: Grace Partners, LC d/b/a Spotlight Lounge located at 128 East 2nd Street, Mouthful LLC, located at 136 East 2nd Street and Wyoming Downs OTB 12, LLC d/b/a Wyoming Downs OTB 12, located at 1121 Wilkins Circle. Public Hearings on said applications will be held on August 3, 2021, at 6:00 p.m. in the City Council Chambers at 200 North David, Casper, Wyoming.


COMPANY OVERVIEW

- **Company Summary:** This business will add a new dynamic to the downtown Casper revitalization. We plan on it differentiating itself to be another breath of fresh air to the community. We are kicking around several different menu ideas but intend to focus on bringing different entertainment than what is typical for the area.
- **Company History:** Although there is no history for this location, we have been operators of a location for the past 7 years. We plan on using the lessons learned to lesson learning curves associated with upstarts
- **Markets and Products:** Target market is the 29-65-year-old demographic. This demo tends to have a little more income and appreciates a place that is less of an attraction to the younger crowd. We will have an entertainment and a dining/drinking options that attract this type of customer.
- **Management Team:** Team will consist of 1 GM that will do most of the day to day operations, and 2 working owners to oversee operations.
- **Legal Structure and Ownership:** Business will be either a Single member LLC or LLP. This will depend on any advantages that one offers over another. We have a great accountant that will help guide this decision.
- **Locations:** Our current plan is to operate at 128 E. 2nd Street, Casper WY, 82601. It was formerly set up for restaurant. The building has been emptied for around 10 years. Ours of Operation will be:
 - M-Th 11 am to 11pm
 - F-Sa 11 am to 2am
 - Sunday closed except for special events

Operations

- **Opportunity:** Casper has seen a big push in the last 3 years to bring life back to it's downtown. There are many eateries on the peripherals that have been migrating the area. The vision is for it to mimic the Denver and Ft. Collins areas by having options within walking distance to each other. There are multiple competitors within the area so differentiation will be key.
- **Products and Services:** Our live entertainment has a few different elements than most. First, we intend to offer a service industry-oriented Karaoke night early in the week. There is no where else in town doing this. Second, we have one of the best live entertainment sound systems in town. It incentivizes local musicians that are hesitant to play in run down venues to come put on show for us. Third is the plan to draw out of town acts to keep demand high. This has worked well for us at our current location. Our menu offerings are still in development. We have 2 ideas floating to the top. One is a gourmet hot dog theme. These have proved to work well in different markets (the Dog House in Colorado). The second will be a menu base around fast finger foods that are a bit more upscale. We also make our own merchandise to promote our brand and provide another source or revenue. Items include shirts and hats with branding slogans.
- **Pricing:** Our price point will be designed to encourage our demographic for evenings and attract local traffic during daytime. Somewhere between \$10 and \$14 for a meal. Alcohol and beer will not be bargain priced to appeal to our target demo.
- **Employees:** The GM will oversee day to day operations with monitoring by working owners. There will be 4 regular bartenders, 3 PT servers, 2 FT cooks. 4 PT cooks. Usually working owner and GM will cover one or more of these positions.
- **Profit Plans:** Profits will be reinvested in the business as needed and the rest will go to owner(s).

July 21, 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 New Bar and Grill Liquor License for Wyoming Downs OTB 12 LLC, d/b/a Wyoming Downs OTB 12 located at 1121 Wilkins Circle.

Meeting Type & Date
Regular Council Meeting
August 3, 2021

Action type
Public Hearing
Minute Action

Recommendation
That Council, by minute action, consider the application for a new bar and grill liquor license for Wyoming Downs OTB 12 LLC, d/b/a Wyoming Downs OTB 12 located 1121 Wilkins Circle.

Summary
An application has been received for a new bar and grill liquor license for Wyoming Downs OTB 12 LLC, d/b/a Wyoming Downs OTB 12 located 1121 Wilkins Circle. This application is one of three. The City of Casper received three (3) applications for two (2) available bar and grill liquor licenses. The submitted applications are from (1) Grace Partners, LC d/b/a Spotlight Lounge, (2) Wyoming Downs OTB 12, LLC d/b/a Wyoming Downs OTB 12, and (3) Mouthful, LLC d/b/a Mouthful.

This address was formerly Crossroads View, Inc. d/b/a Sidelines. Wyoming Downs plans to host patrons for dining and drinks in their pari-mutuel wagering facility. Their menu will be pizza, hotdogs, sandwiches, and appetizers/snacks. The building had significant construction improvements prior to its opening date on May 22, 2021. The kitchen is currently under renovations and is set to open in approximately 45 days. If this applicant is awarded a bar and grill liquor license it would not be issued until the kitchen is open for food service.

Bar and Grill liquor licenses must have the majority of their revenue be from food services and not from the sale of alcohol liquor or malt beverages. They must also have a physical bar with at least eight adult customer alcohol serving places, as well as a serving station for ordered alcoholic drinks or pick-up alcoholic drinks; they must have at least one dedicated service representative

(bartender), and a choice of at least six major distilled spirits available for retail sale. Restaurant and Bar and Grills liquor licenses cannot sell alcohol for off premise consumption. All sales of alcoholic or malt beverages shall cease at the time food sales and services cease.

Retail liquor license are not subject to a food requirement. Retail liquor license holders may sell package liquor for off premise consumption. They may also apply for permits to cater off site event. If a retail liquor license holder has a bar and package liquor they must be separated by a glass or other suitable partition to permit persons to pass freely between the two facilities.

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).

Financial Considerations

City will receive \$6,391.00 of this pro-rated license. Renewals for Bar and Grills are \$3,000.

Oversight/Project Responsibility

Carla Mills-Laatsch, Licensing Specialist

Attachments

Copy of Application

Affidavit of Website Publication

Company overview

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: \$ 10,500.00
 Prorated Fee: \$ 4931.00
 Transfer Fee: \$ _____
 Publishing Fee: \$ _____

Local License #: Bar + Grill
 Date filed with clerk: 07 107 12021
 Advertising Dates: (2 Weeks) 7/23/2021 & 7/25/2021
 Hearing Date: 08 103 12021

Publishing Fee Direct Billed to Applicant:

License Term: 08 104 12021 Through 03 131 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: Wyoming Downs OTB 12 LLC
 Trade/Business Name (dba): Wyoming Downs OTB 12
 Building to be licensed/Building Address: 1121 Wilkins Circle
Number & Street
Casper, WY 82601
City State Zip County
 Local Mailing Address: 1121 Wilkins Circle
Number & Street or P.O. Box
Casper, WY 82601
City State Zip
 Local Business Telephone Number: (307) 514-0903 Fax Number: (702) 227-0075
 Business E-Mail Address: g.tyler@wydowns.com

FILING FOR

- NEW LICENSE
- TRANSFER OF LOCATION

FILING IN (CHOOSE ONLY ONE)

- CITY OF: Casper
- COUNTY OF: _____

FILING AS (CHOOSE ONLY ONE)

- INDIVIDUAL
- PARTNERSHIP
- LP/LLP
- LLC
- CORPORATION
- LTD PARTNERSHIP
- ORGANIZATION
- OTHER _____

- TRANSFER OWNERSHIP
- ASSIGNMENT LETTER ATTACHED

FORMERLY HELD BY: _____

TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)

RETAIL LIQUOR LICENSE

- ON-PREMISE ONLY (BAR)
- OFF-PREMISE ONLY (PACKAGE STORE)
- COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)

- RESTAURANT LIQUOR LICENSE
- RESORT LIQUOR LICENSE
- BAR AND GRILL

LIMITED RETAIL (CLUB)

- VETERANS CLUB
- FRATERNAL CLUB
- GOLF CLUB
- SOCIAL CLUB

- MICROBREWERY
- WINERY
- DISTILLERY SATELLITE
- WINERY SATELLITE
- COUNTY RETAIL/SPECIAL MALT BEVERAGE PERMIT

SPECIAL DESIGNATIONS

- CONVENTION FACILITY
- CIVIC CENTER/EVENT CENTER/ PUBLIC AUDITORIUM
- GOLF CLUB
- GUEST RANCH
- RESORT

To Assist the Liquor Division with scheduling inspections: OPERATIONAL STATUS

FULL TIME (e.g. Jan through Dec) (specify months of operation) from JAN to DEC
 SEASONAL/PART-TIME DAYS OF WEEK (e.g. Sun - Thurs) from 10 am to 12 am
 NON-OPERATIONAL/PARKED HOURS OF OPERATION (e.g. 10a - 2a) from 10 pm to 2 am

ALL APPLICANTS MUST COMPLETE QUESTIONS 1- 4

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

- (a) **OWN** the licensed building? YES (own)
- (b) **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:

- (i) When the lease expires, located on page 3 paragraph 6 of lease.
- (ii) Where the **Sales** provision for alcoholic or malt beverages is located, on page 9 paragraph 4 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. BAR AND GRILL LICENSE OR RESTAURANT LICENSE: *Pending*
Have you submitted a valid food service permit or application? W.S. 12-4-413(a) YES NO

6. 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 not less than 10 million dollars (\$10,000,000.00)? 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

7. 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 wholesale malt beverage license with the Liquor Division)

8. 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

9. 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

10. 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

11. 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

12. 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

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

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

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

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

14. 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.

Table with 8 columns: True and Correct Name, Date of Birth, Residence Address No. & Street City, State & Zip (DO NOT LIST PO BOXES), 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?. Row 1: ERIC NELSON, [blank], [blank], [blank], [blank], [blank], YES [] NO [X], YES [] NO [X].

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

REQUIRED ATTACHMENTS:

- [X] A statement indicating the financial condition and financial stability of the applicant W.S. 12-4-102(a)(vi).
[X] 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.

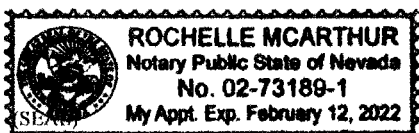
STATE OF NEVADA)
COUNTY OF CLACK) SS.

Signed and sworn to before me on this 10th day of April, 2021 that the facts alleged in the foregoing instrument are true by the following:

- 1) [Signature] Eric Nelson Manager
2) [Signature] (Printed Name) Title
3) [Signature] (Printed Name) Title
4) [Signature] (Printed Name) Title
5) [Signature] (Printed Name) Title
6) [Signature] (Printed Name) Title

Witness my hand and official seal:

[Signature] Signature of Notary Public



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 07/20/2021 and ended on 08/04/2021 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 - Laatsen

Date: 07/26/2021

Title: Licensing Specialist

Scribed in my presence and sworn before me on this

26th day of July, 2021

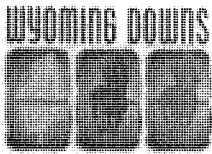
Christa K. Wiggs



Provide to City of Casper Central Records

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Three applications for new bar and grill liquor licenses have been received in this office. The applications are as follows: Grace Partners, LC d/b/a Spotlight Lounge located at 128 East 2nd Street, Mouthful LLC, located at 136 East 2nd Street and Wyoming Downs OTB 12, LLC d/b/a Wyoming Downs OTB 12, located at 1121 Wilkins Circle. Public Hearings on said applications will be held on August 3, 2021, at 6:00 p.m. in the City Council Chambers at 200 North David, Casper, Wyoming.



CITY OF CASPER

Exhibit to Bar & Grill Liquor License Application

Who We Are

- The entity is Wyoming Downs OTB 12 which is owned and operated by Wyoming Downs, LLC.
- Wyoming Downs, LLC currently owns and operates multiple OTB locations and is looking to bring additional revenue to the local city of Casper by using its newest site to expand and add a Bar & Grill to the newest OTB.

Business plan

- Wyoming Downs OTB 12 LLC is located at 1121 Wilkins Circle, Casper, WY.
- Wyoming Downs OTB 12 LLC would host patrons for dining and drinking in their pari-mutuel wagering facility.
- The location is zoned C-4.
- This is a leased space.
- Wyoming Downs LLC has already received Natrona County and Wyoming Gaming Commission approval to conduct OTB business at its current location.
- We are looking to expand our current OTB operations to include Bar & Grill services at the existing location of 1121 Wilkins Circle.
- The site has already had significant construction improvements prior to its opening date on 5/22/2021.
- Further improvements are being implemented.

Benefit to City

- This brings 12+ new jobs to the City of Casper.
- Additional revenue would go to the City of Casper from the Bar & Grill sales.

Menu

Breakfast

Burrito

Egg, Potato, Cheese, and Chili.....\$3.00

Bacon, Egg, Potato, Cheese, and Chili.....\$4.00

Sausage, Egg, Potato, Cheese, and Chili.....\$4.00

Muffin.....\$1.00

Appetizers

Chicken Tenders.....\$4.00

Mozzarella Sticks.....\$3.00

Fried Mushrooms.....\$3.00

French Fries.....\$2.00

Chips.....\$1.00

Candy.....\$1.00

Sandwich

Hot Dogs.....\$3.00

Bratwurst.....\$3.00

Italian Sausage.....\$4.00

Meatball.....\$4.00

Pizza

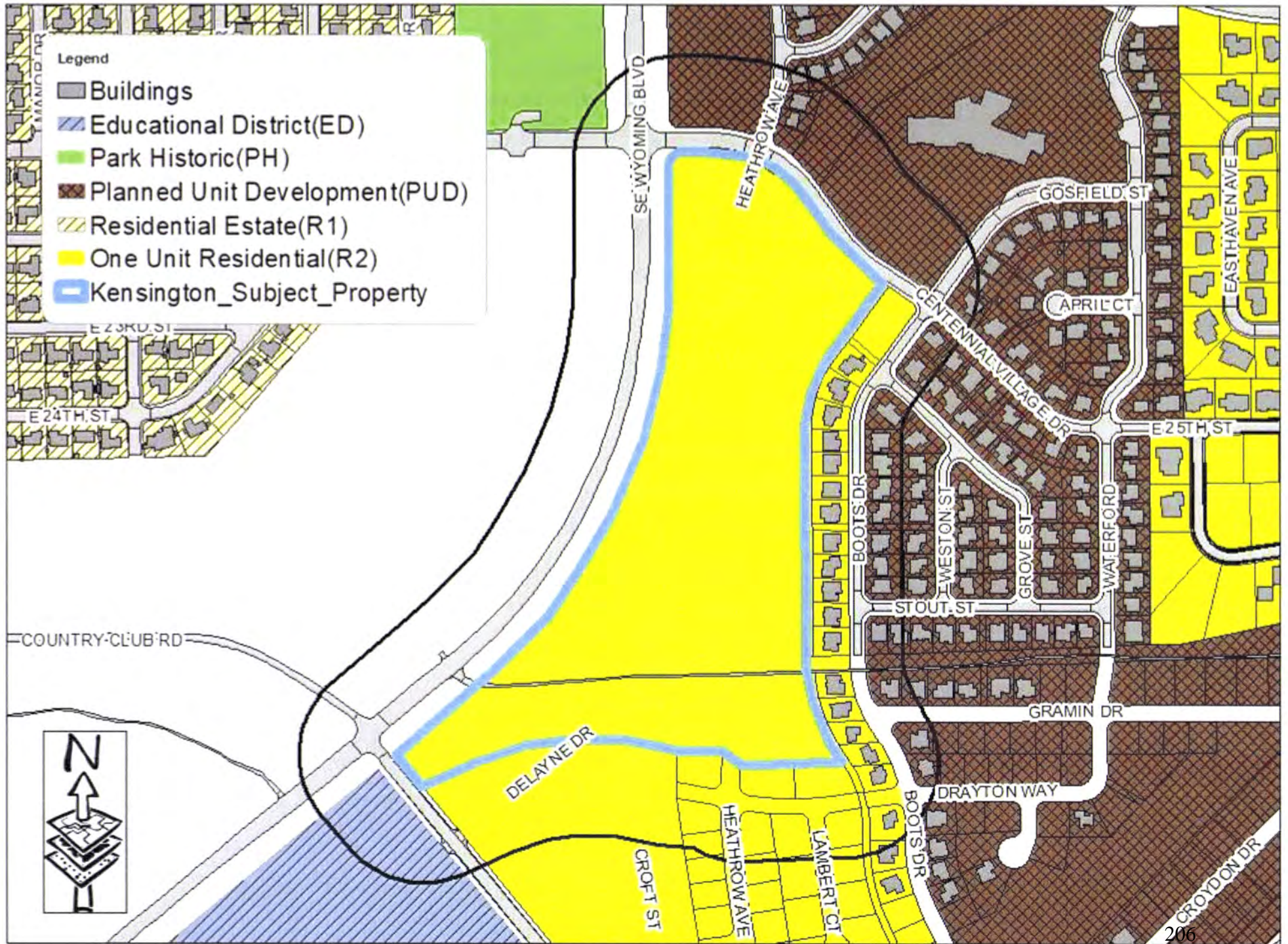
Cheese.....\$3.00

Pepperoni.....\$4.00

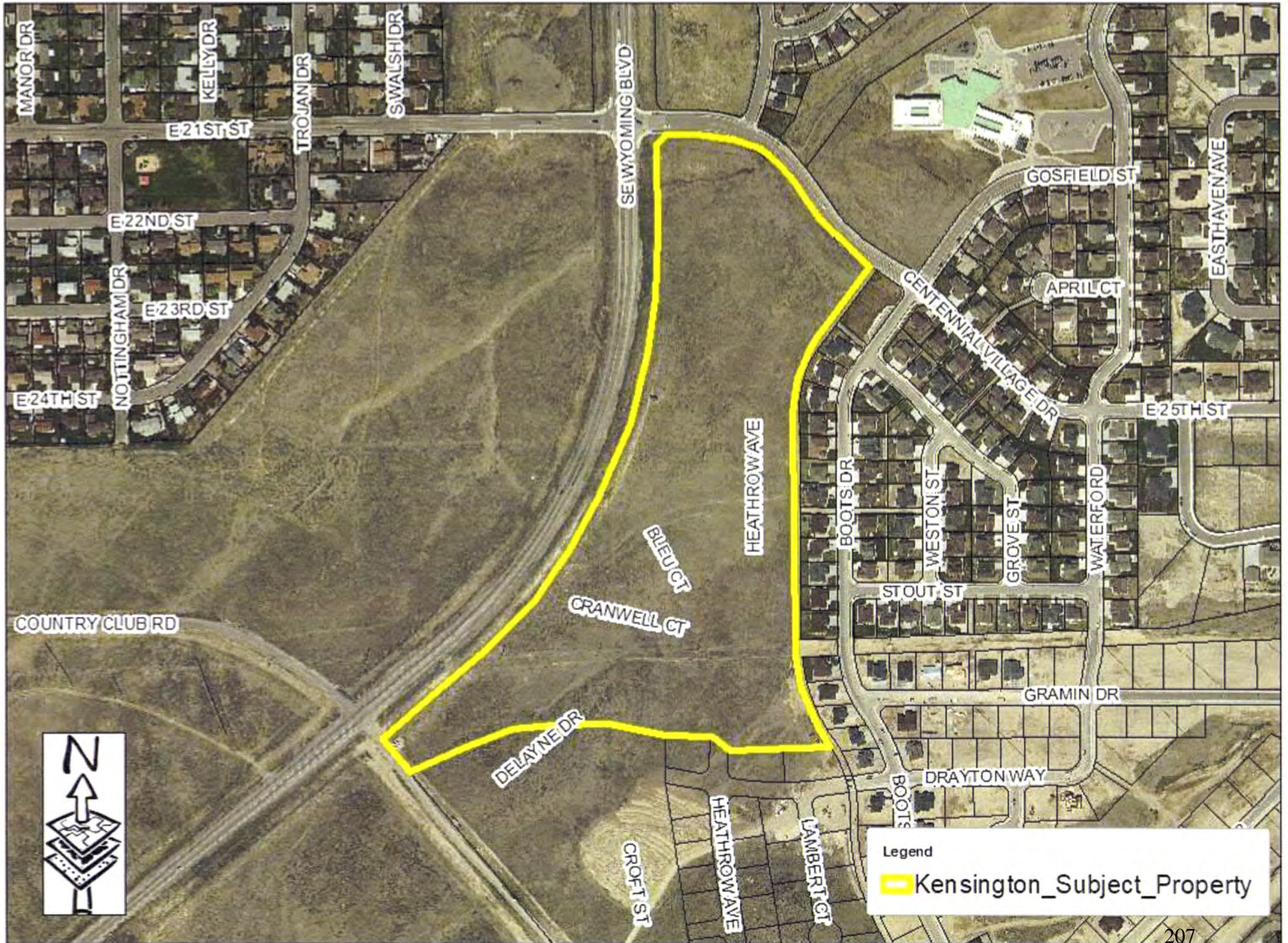
Sausage.....\$4.00

Combo.....\$4.00

Proposed Kensington Heights Addition No. 4 Subdivision



Proposed Kensington Heights Addition No. 4 Subdivision



**KENSINGTON HEIGHTS ADDITION NO. 4
SUBDIVISION AGREEMENT**

This Subdivision Agreement ("Agreement") is made and entered into this 6th day of June, 2021, by and between the following parties:

1. The City of Casper of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601 ("City").
2. Kensington Heights Investments, LLC, 421 South Center Street, Ste. 101, Casper, Wyoming 82601 ("Owner").

Throughout this Agreement, City and Owner may be individually referred to as a "party" or collectively referred to as the "parties."

RECITALS

- A. Whenever the Public Services Director, City Engineer, Community Development Director, or other City official is mentioned in this Agreement, it shall be deemed to include their designees.
- B. Owner has applied to vacate and replat Tract A, Kensington Heights Addition No. 3, to create the Kensington Heights Addition No. 4 Subdivision.
- C. A plat of Kensington Heights Addition No. 4 ("Addition") has been prepared by the Owner, and approved by the City of Casper, and shall be signed and recorded at the Natrona County Clerk's Office concurrently with this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties hereto agree as follows:

SECTION 1 – INCORPORATION OF RECITALS

The recitals set forth above are incorporated at this point as if fully set forth as part of this Agreement.

SECTION 2 - OBLIGATIONS OF OWNER

Upon written demand of the Council or the City Manager, the Owner, its heirs, successors, grantees or assigns, at their sole cost and expense, shall do, or cause to be done, the following:

2.1 Surveying:

- a. All subdivision corners shall be marked with 3¼ brass caps. These caps shall show the name of the surveyor or company making the survey, and the license number of the surveyor making the survey or certifying the survey. All PLSS corners shall be properly marked for identification as to the location in accordance with Wyoming Statutes and Rules and Regulations of the Wyoming Board of Registration for Professional Engineers and Professional Land Surveyors, shall be referenced if subject to destruction, and again shall show the proper identification and license of the certifying surveyor. A corner record shall be recorded as per Wyoming Statutes and Rules and Regulations of the Wyoming Board of Registration for Professional Engineers and Professional Land Surveyors. A copy will be provided to the City upon recordation.
- b. Block and Lot corners, points of tangency (PT's) and points of curve (PC's) of all curves shall be marked by an iron pin not less than five-eighths (5/8) inches in diameter and not less than twenty-four (24) inches in length, with a brass or aluminum cap not less than 2 and one-half (2½) inches in diameter securely fastened to the top, unless otherwise impractical. These monuments will be set prior to the recording of the plat in the Office of the County Clerk unless approved by the City Surveyor.
- c. Said corners shall be in place for final inspection by the Public Services Director upon completion of the sidewalk (curbwalk), or curb and gutter.
- d. A digital copy of the Final Subdivision Plat shall be provided to the City, as required by the Casper Municipal Code ("Code"). No building permit shall be issued prior to the recording of the plat.

2.2 Construction Sequence:

Main water lines, sewer lines, storm sewer, streets, sidewalks, pavement overlays, and access drives shall be constructed in an orderly sequence, as the Addition is developed and built upon, so that there will be no gaps left in the paving, sidewalks, and other off-site improvements. Streets shall not be paved until all water lines, storm sewers, and property water and sewer services are in place and the ditches thereof properly backfilled and compacted, in accordance with City requirements. The Owner shall receive the approval of the Public Services Director prior to commencing any and all phases of construction.

2.3 Certification of Construction; Repair Obligations:

- a. All improvements shall be designed and inspected by a Wyoming registered professional engineer, who shall certify that the improvements, including, but not limited to, streets, curbs, gutter, sidewalks, paving, parkways, utility systems, storm sewers, street lighting, street signs and

striping, etc., have been constructed in accordance with plans and specifications approved by the Public Services Director. The certification by the engineer and approval by the City shall be in writing. Approval of the construction plans by the Public Services Director is required before a building permit will be issued by the City.

- b. The Owner shall maintain, repair, and replace all improvements that fail within the warranty period as provided by the Code. This obligation includes maintenance, repair or replacement for any cause during such period, including acts of subcontractors. In the event the Owner fails to maintain, repair, or replace said improvements, the City shall have the right but not the obligation, at its option, to maintain, repair, or replace the same and Owner agrees to pay for any cost incurred thereby. Maintenance, repair, or replacement by the City does not relieve the Owner from its obligation under this paragraph and shall not be construed to be an acceptance of the improvements by the City.
- c. Upon issuance of a "letter of acceptance" by the Public Services Director pursuant to the Code, the City will assume ownership and the responsibility for the maintenance of the improvements. The Owner shall be responsible for the maintenance, repair and replacement of the improvements until the City issues its "letter of acceptance."

2.4 Underground Utilities and Street Lights:

All new utilities shall be located underground. All street lights shall be installed in compliance with Code street-lighting standards at the Owner's sole expense. Streetlight pole materials shall be as approved in writing by the Public Services Director.

2.5 Soils Analysis:

The Owner shall provide the Public Services Director with a soils analysis concurrently with the submittal of subdivision construction plans. Individual lot test bores may be required on each lot, with a soil analysis for the foundation design at the sole discretion of the Public Services Director. Test results, soil analyses and foundation designs shall be submitted to the Community Development Director.

2.6 Erosion Control Program:

- a. The Owner shall submit, and have approved by the Public Services Director, a comprehensive erosion control program for the area disturbed during construction activities to mitigate the adverse effects of blowing dirt or dust, and water erosion on other properties in the immediate area before the issuance of an earthwork, road cut or grading permit pursuant to the Code. An erosion and sediment control permit shall be obtained

from the Public Services Director prior to any earthwork taking place in the Addition.

- b. The Owner shall post security for its erosion control as required by the Code, and in a form acceptable to the City. It shall be the obligation of the Owner to keep any security in full force and effect, as required by the Code. In addition, the Owner shall furnish proof of the same to the Public Services Director upon demand of the City.

2.7 Retaining Walls and Fences:

Any retaining walls constructed within the subdivision by the Owner shall be designed and certified by a Wyoming registered professional engineer. The design(s) shall be submitted to the Public Services Director and Community Development Director for written approval before a building permit will be issued. Said walls shall be constructed within the boundaries of each lot and not on the property lines. Maintenance of said walls shall be the responsibility of each individual lot owner. Provided, however, retaining walls and fences shall not be constructed on any drainage easements, or on any other ways depicted on any other recorded instrument without the approval of the Public Services Director.

2.8 Water and Sewer:

All water and sewer improvements shall be constructed in full compliance with the Code as it exists at the time of construction, including, but not limited to the following requirements:

- a. Curb boxes shall be left behind the sidewalk in front of each lot and the Owner shall protect, during the subsequent course of developing the Addition, valve boxes and curb boxes from damage, and be wholly responsible for the repair and replacement to the Public Services Director's satisfaction of such that are damaged or destroyed. If the Owner shall fail or refuse to promptly repair or replace such boxes as required, the City may do so and charge the Owner directly for said cost. The Owner shall adjust said valve and curb boxes to finished grade, at the time the paving work is completed in the Addition.
- b. The Owner shall construct the necessary water lines and appurtenances up to and through the Addition. All work shall be in accordance with plans and specifications to be prepared by the Owner's engineer and approved in writing by the Public Services Director. Water line sizes shall be as determined by the Public Services Director.
- c. The Owner, at its cost, shall install water service lines in accordance with Code specifications to the property line so as to serve each lot or building site in the Addition.

- d. The Owner shall construct the necessary sewer lines up to and through the Addition. All work shall be in accordance with plans and specifications to be prepared by the Owner's engineer and approved in writing by the Public Services Director. Sewer sizes shall be as determined by the Public Services Director.
- e. The Owner, at its own cost, shall install sewer service lines, in accordance with Code specifications, to the property line so as to serve each lot or building site in the Addition.
- f. The Owner shall protect manhole covers and rings from damage in the course of constructing the line, and shall be solely responsible for repair or replacement to the Public Services Director's satisfaction. The Owner shall adjust such manhole rings and covers to finished grade. The Owner agrees to protect and save the City harmless from any loss or claim suffered by other sewer users to their real or personal property, and from personal injury or damages by reason of obstruction or damage to the sewer lines or any part thereof occasioned by present or future construction work on said Addition by the Owner. Said obligation shall continue until the sewer line and the system within the Addition is accepted by the Public Services Director by issuance of a "letter of acceptance." Provided, however, that acceptance of part of the system shall not relieve the Owner of the obligations herein imposed for the remaining improvements that have not been accepted within said Addition.
- g. Prior to the issuance of a building permit for any new structure, or prior to the issuance of a plumbing permit to connect existing buildings to the water and sewer systems, the then-existing water system investment charge (connection charge), sewer system investment charge (connection charge) and water meter charge shall be paid to the City. The Owner will also pay to the Central Wyoming Regional Water System Joint Powers Board the then current Regional Water System investment charge for each building to be served with water.
- h. All necessary water and sewer easements, in forms acceptable to the City, up to and through the subdivision shall be obtained by the Owner, which grant to the City the right of ingress and egress thereto for purposes of laying out, constructing, inspecting, maintaining and replacing water lines, sewer lines, its fire hydrants and other appurtenances.
- i. The Owner agrees to abide by all federal, state and local laws, rules and regulations regarding the use of its water and sewer facilities, and water and sewer service, including, but not limited to, the Federal Pretreatment Regulations and all the Code sections relating to industrial pretreatment.
- j. At such time as said water and/or sewer mains are installed by the Owner and a "letter of acceptance" is issued by the Public Services Director, the City shall pursuant to the Code, reimburse the Owner twice the difference in material cost between an eight (8) inch water and/or sewer main, or larger size if required by the development, and the required oversized main pursuant to the Code, as

amended. Such reimbursement will be determined by the City based upon its most recent applicable material costs at the time of the Agreement execution. Reimbursement will only be based on oversizing of water and sewer mains larger than the size required by system analysis and approved by the Public Services Director.

2.9 Easements for all Utilities, Bikeways and Pedestrian Pathways:

Easements for all utilities and future bikeway/pedestrian pathways and access, in recordable forms acceptable to the City, must be provided prior to application for a permit to construct being made to the City.

2.10 Street and Traffic Signs and Controls:

Owner shall pay for the cost and installation of all necessary on and off-site street and traffic control signage, signs signifying the street names, street striping, crosswalk striping, and traffic calming devices, as determined by the Public Services Director in his sole discretion.

2.11 Security Requirements:

In addition to and separate from the security required for erosion control, Owner shall comply with all Code requirements for all other security and surety requirements as set forth in the Code, including, but not limited to the financial surety and security for the project, landscaping and warranty period.

2.12 Record Drawings:

- a. Owner shall submit "as-built" record documents for paving, drainage, water and sewer to the City prior to the issuance of the certificate of occupancy. Reproducible hard copy drawings shall be in the form of one (1) set of 4 mil Mylar, 24" x 36" labeled as "Record Drawings" and dated. Record Drawings shall also be provided on electronic media in Adobe (pdf) format and in AutoCAD format or other format specified by Owner. Record documents shall be submitted on CDs, or other media as directed by Owner, labeled as "Record Drawings" and include the project name, City of Casper project number and date.
- b. All digital files necessary for correct plotting of the final record drawings in the AutoCAD version, such as external references, pen assignments, images, etc. shall be provided. Any x-refs or other files that can be, shall be incorporated into the final drawings to minimize the manipulation necessary for plotting.

2.13 Completion of Infrastructure Improvements Prior to Certificate of Occupancy:

All required on-site and off-site improvements shall be completed and approved by the Public Services Director prior to the issuance of the first certificate of occupancy unless otherwise designated in this Agreement.

2.14 Other Costs in Separate Agreements:

If any recapture costs, costs for a drainage basin or sub-basin wide stormwater management program are applicable to this Subdivision, those costs shall be allocated in a separate exhibit attached to this Agreement. Failure of any such exhibit to be attached to this Agreement shall not relieve the Owner of its obligation to pay its proportionate share of those costs.

2.15 Stormwater, Flooding and Letters of Map Revisions:

- a. Owner shall comply with and pay for all costs associated with any Stormwater Pollution Prevention Plan, Letter of Map Revision (LOMR), or other related requirements of Wyoming DEQ, Federal Emergency Management Agency (FEMA) or any other agency that has jurisdiction over the real property in impacted by this Agreement.
- b. Owner shall provide the City with copies of all Stormwater Pollution Prevention Plan elements as reviewed and approved by Wyoming DEQ; any LOMR, along with the necessary submittals to update flood mapping in accordance with FEMA requirements, and documentation of Base Flood Elevations.
- c. All requirements of this section shall be met prior to issuance of a permit to construct subdivision improvements.

SECTION 3 - OBLIGATIONS OF CITY

The City shall issue a building permit and certificate of occupancy for the buildings in the Addition upon performance by the Owner of the conditions set forth herein, and upon Owner's compliance with all applicable Code requirements. All building permits will be issued by the Community Development Director in accordance with the Code.

SECTION 4 - REMEDIES

In the event the Owner fails to do, or fails to cause to be done, any of the requirements set forth in this Agreement in an expeditious manner, the City may, at its option, do any or all of the following:

- a. Refuse to issue any building permits or certificates of occupancy to any person, including the Owner, or its heirs, successors, assigns and grantees.

- b. After written notice to the Owner of any public improvements which have not been completed or properly completed, and upon Owner's failure to cure the same within a reasonable period of time, the City may complete any and all of the public improvements required by this Agreement by itself or by contracting with a third party to do the same. In the event the City elects to complete said improvements, or contracts with a third party to do so, the Owner agrees to pay any and all costs resulting therefrom upon demand by the City.

The remedies provided in this section are in addition to any other remedies specifically provided for in this Agreement, or which the City may otherwise have at law or in equity, and are not a limitation upon the same. The Owner further agrees to pay all reasonable attorneys' fees, court costs, and litigation costs in the event the City is required to enforce the provisions of this Agreement in a court of law.

SECTION 5 – GENERAL PROVISIONS

- a. Successors and Assigns: The terms and conditions of this Agreement shall be binding upon the parties hereto, and shall inure to the benefit of all parties hereto and their respective heirs, successors, assigns, and grantees and shall bind and run with the real property that is the subject matter of this Agreement. The Owner shall not assign this Agreement or otherwise sub-contract its duties and responsibilities as set forth in this Agreement without the prior written consent of the City.
- b. Wyoming Governmental Claims Act: The City does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statute Sections 1-39-101, *et seq.* The City specifically reserves the right to assert any and all immunities, rights, and defenses it may have pursuant to the Wyoming Governmental Claims Act.
- c. Governing Law and Venue: This Agreement, its interpretation and enforcement shall be governed and construed in accordance with the laws of the State of Wyoming. Any litigation regarding this Agreement shall be resolved in a court of competent jurisdiction situated in Natrona County, Wyoming.
- d. Complete Agreement: This Agreement shall constitute the entire understanding and agreement of the parties, and supersedes any prior negotiations, discussions or understandings.
- e. Amendment: No amendment or modification of the terms of this Agreement shall be valid or enforceable unless made in writing and executed by all parties hereto.

- f. Waiver: Failure on the part of either party to enforce any provision of this Agreement, or the waiver thereof, in any instance, shall not be construed as a general waiver or relinquishment on its part of any such provision, but the same shall nevertheless be and remain in full force and effect.
- g. No Third-Party Beneficiary Rights: The parties to this Agreement do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to this Agreement, and shall inure solely to the benefit of the parties to this Agreement. The parties to this Agreement intend and expressly agree that only parties signatory to this Agreement shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.
- h. Severability: If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid, illegal or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement.
- i. Notices: Notices required or permitted to be given by a Party to the others must be in writing and either delivered in person or sent to the address shown below (or such subsequent address as may be designated by either party in writing) by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt:

Kensington Heights Investments,
 LLC
 421 South Center Street
 Ste. 101
 Casper, Wyoming 82601

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

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

as all continuing obligations indicated in this Agreement, will survive final payment, completion and acceptance of the services and termination or completion of the Agreement.

- l. Copies: This Agreement may be executed in more than one copy, each copy of which shall serve as an original for all purposes, but all copies shall constitute but one and the same Agreement.

- m. Authority: Each individual executing this Agreement for and on behalf of their principals hereby state that they have the requisite power and authority to enter into this Agreement and to consummate the transactions contemplated and intended hereby. Owner further states that it is authorized to transact business in the State of Wyoming, properly registered and not delinquent with the Secretary of State.

- n. Term: At the time the Owner files for a permit to construct, the then applicable code provisions shall apply for the life of the permit or under an extension that is approved by the Public Services Director. If the Owner fails to file for a permit to construct at the time of platting, all applicable provisions of the Code that have changed since the execution of this Agreement shall be required of the Owner at the time of permit application, and the City at its sole discretion may require a new Subdivision Agreement and/or the replatting of property. Provided, however, Code amendments pertaining to the health and safety of the public shall be complied with by the Owner during the term of this Agreement, regardless of the validity of the permit to construct.

The parties hereby enter into this Agreement on the day and year first written above.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Steven K. Freel
Mayor

WITNESS:

By: M. Jeremy Yates

Printed Name: M. Jeremy Yates

Title: MPO Supervisor

OWNER
Kensington Heights Investments, LLC

By: [Signature]

Printed Name: Lisa A. Burridge

Title: Managing Member

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)

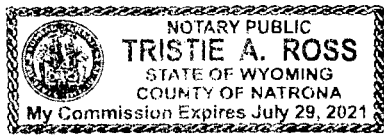
Title (and Rank)

[My Commission Expires: _____]

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me on this 6th day of June, 2021, by Lisa A. Berridge as the Managing Member of Kensington Heights Investments, LLC.

(Seal, if any)



[Handwritten Signature]
(Signature of notarial officer)

notary public
Title (and Rank)

[My Commission Expires: 7-29-21]

ORDINANCE NO.16-21

AN ORDINANCE APPROVING THE VACATION AND
REPLAT CREATING THE KENSINGTON HEIGHTS ADDITION
NO. 4 SUBDIVISION

WHEREAS, Kensington Heights Investments, LLC has applied to vacate and replat Tract A, Kensington Heights Addition No. 1 to create the Kensington Heights Addition No. 4 Subdivision; 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 Mayor is hereby authorized and directed to execute, and the City Clerk to attest, the Kensington Heights Addition No. 4 Subdivision Agreement.

SECTION 2:

That the vacation and replat creating the Kensington Heights Addition No. 4 Subdivision is hereby approved, under the terms and conditions of the Kensington Heights Addition No. 4 Subdivision Agreement.

SECTION 3:

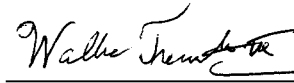
This ordinance shall be in full force and effect from and after passage on three readings and publication pursuant to law.

PASSED on 1st reading the 6th day of July, 2021.

PASSED on 2nd reading the 20th day of July, 2021.

PASSED, APPROVED, AND ADOPTED on 3rd and final reading the ____ day of _____, 2021.

APPROVED AS TO FORM:




ATTEST:


Fleur Tremel
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Steven K. Freel
Mayor

July 28, 2021

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

FROM: John Henley, City Attorney 

SUBJECT: An Ordinance Amending Chapter 10.64 –Bicycles, Toy Vehicles, Rollerblades, In-line Skates, Roller Skates, Snowboards, Skis, Rollerskis, Scooters, Coasters, Skateboards and Similar Devices

Meeting Type & Date
Regular Council Meeting
August 3, 2021

Action type
Third Reading

Recommendation
Council consider the proposed ordinance on third reading and make amendments as appropriate.

Summary
City Council has expressed interest in allowing dockless e-scooters in the City. Find attached a draft ordinance to amend Chapter 10.64 to modify the existing traffic laws concerning dockless e-scooters as well as establishing permit, insurance, and operational requirements for dockless e-scooter businesses who are interested in doing business in the City of Casper.

The current draft removes the references to toy vehicles, skateboards, and similar devices. The current ordinances permits e-scooters, bicycles (including e-bicycles), roller blades and roller skates to be used on the downtown streets of Casper, without exception; roller blades and roller skis can also be used on downtown sidewalks. Bicycles and e-scooters can be used on city trails at no greater than fifteen miles per hour, but subject to signage and a general use of reasonableness and prudence.

The dockless scooter business model is unique; it as many businesses use the public right-of-ways for transportation and movement purposes, but the dockelss scooter businesses model uses the public right-of-way for its parking areas (undefined and changing) and its marketing by relocating scooters at various times of the day/night to areas where the demand may be higher. Other businesses do not get such benefits.

The proposed permit fee in the current draft, given the use of the public right-of-way, for scooter 24 hour parking on public sidewalks and placement for marketing purposes, in addition to providing a public transportation option, is \$90.00 per scooter per calendar year.

The proposed draft ordinance requires a permit for each dockless scooter. In negotiations with Bird Rides, Inc., it had agreed, consistent with its presentation to Council, to provide fifty e-scooters at minimum for public use. In contract negotiations Bird Rides, Inc., had agreed to pay \$3,000.00 per calendar year and a \$25.00 per scooter per calendar year fee on top of that. On average, the per scooter per calendar year Bird Rides had offered to pay equals:

\$3,000.00 annually/ 50 scooters = \$60/ scooter plus \$25.00= \$85.00 per scooter
 \$3,000.00 annually/ 75 scooters = \$40/scooter plus \$25.00= \$65.00 per scooter
 \$3,000.00 annually/ 100 scooters= \$30/scooter plus \$25.00= \$55.00 per scooter

Other municipalities charge:

Cheyenne, Wyoming – Annual fee of \$200.00 Annual fee/dockless vehicle is \$5.00
Rock Springs, Wyoming - Annual fee \$500.00

Spokane, Washington .75 per every vehicle in operation a day.
 .75 x 300 days = \$225.00 per scooter
 .75 x 225 days = \$168.75 per scooter

Seattle, Washington

Fee Type	Fee Amount	
Permit Issuance and Renewal	\$232 for issuance or \$176 for renewal as specified in the Street Use Permit Fee Schedule or as subsequently amended	
Permit Review	\$296 per hour of review as specified in the Street Use Permit Fee Schedule or as subsequently amended	
Administrative Fee per year	For Vendors approved during the initial application period:	\$150 per permitted scooter
	For Vendors approved after the initial application period, and no more than 4 total Vendors:	\$150 per permitted scooter or other approved device, prorated by month

Financial Considerations

Permit fees will bring in minimal revenue. There will be additional demands (potentially significant) on public safety employees. There may be additional demands.

Oversight/Project Responsibility

John Henley, City Attorney (Ordinance Amendments)
 Keith McPheeters, Chief of Police
 Jeff Bullard, Traffic Sgt., Casper Police Department

Attachments

Proposed Ordinance

ORDINANCE NO.25-21

AN ORDINANCE AMENDING CERTAIN SECTIONS OF CHAPTER 10.64 - BICYCLES, TOY VEHICLES, ROLLERBLADES, IN-LINE SKATES, ROLLER SKATES, SNOWBOARDS, SKIS, ROLLERSKIS, SCOOTERS, COASTERS, SKATEBOARDS AND SIMILAR DEVICES, OF THE CASPER MUNICIPAL CODE.

WHEREAS, the governing body of the City of Casper has the authority granted by Wyoming State Statues 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 10.64 - BICYCLES, TOY VEHICLES, ROLLERBLADES, IN-LINE SKATES, ROLLER SKATES, SNOWBOARDS, SKIS, ROLLERSKIS, SCOOTERS, COASTERS, SKATEBOARDS AND SIMILAR DEVICES, OF THE CASPER MUNICIPAL CODE” as set out below.

NOW, THEREFORE BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: that the following sections of Chapter 10.64 are hereby updated and amended as follows:

City of Casper Municipal Code, Chapter 10.64, is renamed: CITY OF CASPER MUNICIPAL CODE CHAPTER 10.64, - BICYCLES AND E-SCOOTERS OF THE CASPER MUNICIPAL CODE.

10.64.010 Definitions

The terms used in this chapter are defined as follows:

- A. “Clerk” means the City Clerk of Casper, Wyoming, or the clerk’s designee.
- B. “Bicycles” include e-cycles in addition to self-propelled cycles.
- C. “Dockless scooter” means an e-scooter, or any other self-propelled (in part or whole) scooter vehicle type that does not require the construction of a special docking location.
- D. “Dockless scooter for hire” means ” means a dockless scooter available for short-term rental (less than seven (7) consecutive days) by a provider for the purpose of providing individual transportation on a public right-of-way

- E. "Downtown Area" For the purpose of this article, the downtown area and public ways of the city shall be considered to be as follows: An area bounded on the east by the sidewalk along the east side of Durbin Street; on the south by the former Chicago Northwestern railroad right-of-way; on the west by the sidewalk along the west side of Ash Street; and on the north by the sidewalk along the north side of "C" Street. Such areas shall also include the sidewalks and parallel use of crosswalks which connect the streets, ways and sidewalks listed herein as boundaries.
- F. "Enforcement officer" is a community service officer or a certified officer of the Casper Police Department.
- G. "e-scooter"
1. In general.
"e-scooter" means a device designed and equipped with:
 - a. An electric motor for self-propulsion;
 - b. Two or three wheels below a platform on which a user can stand upright to operate and control the vehicle;
 - c. Hand operating steering systems; and
 - d. A locking or shut off device to either lock or prevent the propelling mechanism from engaging, and/or to lock the device to existing structures or fenced areas.
 2. Dockless scooters for hire means an e-scooter which is also designated and equipped with:
 - a. A water submersion sensor, except for those units which are designed for those with disabilities;
 - b. A mechanism which limits the scooter to a maximum speed of 15 miles per hour; and
 - c. Working geo-fencing technology and wireless communication access.
- H. "Person" means:
1. An individual;
 2. A partnership, firm, association, corporation, or other entity of any kind; or
 3. A receiver, trustee, guardian, personal representative, fiduciary, or representative of any kind.
 4. Exclusions: Person does not include, unless otherwise expressly provided, a governmental entity or an instrumentality or unit of a government entity.
- I. "Provider" means any person that provides dockless scooters for hire.
- J. "Ride or riding" means the use of any rollerblades, in-line skates, roller skates, e-scooters, or any bicycle in a manner other than walking beside or carrying the device.
- K. "User" means the person who is operating or controlling the dockless scooter.

10.64.020—10.64.050 Reserved.

Editor's note(s)—Section 1 Editor's note(s)— of Ord. No. 23-11, adopted July 19, 2011, rescinded §§ 10.64.010—10.64.050, which pertained to registration and licensing of bicycles, and derived from prior code §§ 6-1—6-5.

10.64.060 Obedience to traffic rules required.

Every person riding or propelling a bicycle or e-scooter upon any street or other public highway in the city shall observe all traffic rules and regulations applicable thereto, and shall turn only at intersections, signal for all turns, ride at the right-hand side of the street or highway, pass to the left when passing overtaken vehicles and individuals that are slower moving and shall pass vehicles to the right when meeting. The maximum speed for a dockless scooter is fifteen (15) miles per hour.

10.64.070 Obedience to traffic signs required.

Persons riding bicycles or e-scooters shall observe all traffic signs and stop at all stop signs.

10.64.080 Lights and reflectors.

No bicycles or e-scooters, shall be permitted on any street or other public highway of the city between fifteen minutes after sunset and fifteen minutes before sunrise, without a headlight visible under normal atmospheric conditions from the front thereof for not less than five hundred feet, indicating the approach or presence of the vehicle, firmly attached to such vehicle and properly lighted, or without a red reflector attached to and visible from all distances from fifty feet to three hundred feet from the rear thereof when directly in front of lawful upper beams of headlamps on a motor vehicle. A lamp emitting a red light visible from a distance of five hundred feet to the rear may be used in addition to the red reflector. The headlight shall give a clear white light.

10.64.090 Riding on sidewalks—Right-of-way.

Any person riding a bicycle or an e-scooter upon a sidewalk of the city except sidewalks in the business district (riding prohibited) as hereinafter enumerated shall grant the right-of-way to any pedestrian thereon.

10.64.100 Safe operation required.

No bicycle or e-scooter shall be ridden faster than is reasonable and prudent and every bicycle and e-scooter shall be operated with reasonable regard to the safety of the operator or any person upon the sidewalks, streets and other public highways of the city.

10.64.110 Riding on sidewalks of downtown area prohibited.

No person shall ride a bicycle or an e-scooter on the sidewalks of the city located within the downtown area as defined in Section 10.64.010 (E).

10.64.120 Riding abreast of more than one other bicycle or e-scooter prohibited.

No person shall ride or propel a bicycle or e-scooter upon any street or other public highway in the city abreast of more than one other person riding or propelling an e-scooter or bicycle.

10.64.130 More than one rider on a bicycle prohibited—Exception.

No person shall ride or propel a bicycle or e-scooter on a street or other public highway of the city with another person in any position in front of or behind the operator, unless the bicycle or e-scooter is designated for two people, or in the case of a bicycle of a tandem type equipped with a seat for each such additional person.

10.64.135 Signage.

A provider is prohibited from placing or permitting the placement of third party signage or messages on the e-scooters of the provider.

10.64.150 Reserved.

10.64.155 Riding on fixtures.

No person shall ride any toy vehicles, rollerblades, in-line skates, roller skates, snowboards, skis, rollerskis, scooters, coasters, skateboards, or similar devices or any bicycle or e-scooter upon, over, against, or otherwise on any bench, table, planter, railing, stair, step, utility equipment, or any other fixture, whether permanently attached or not, in any public place unless such place or fixture has been designated by the city for such use, or unless upon private property and with the permission of the owner of the property.

10.64.160 Reserved.

10.64.165 Obedience to traffic rules required.

Every person propelling a vehicle by human power, or riding or operating an e-scooter or bicycle upon any street or other public highway in the city has all of the rights and all of the duties applicable to the driver of any vehicle upon such roadways, including, but not limited to: turning only at intersections, signaling for all turns, riding at the right-hand side of the street or highway, passing to the left when passing overtaken vehicles and individuals that are slower moving, and passing vehicles to the right when meeting.

10.64.170 Reserved

10.64.180 Dockless Scooter for hire; Permit Required and Permit Applications.

A. Permit required.

1. In general. No provider may rent a dockless-vehicle-for-hire business without having first obtained a permit from the clerk.
2. Issuance. The city clerk may issue a permit pursuant to this chapter.

B. Permit applications.

1. Form. An approved permit to operate a dockless-scooter-for-hire business must be obtained to utilize the public right of ways for a dockless scooter for hire.
2. Contents. Information in the permit requirements, or the provider agreement must include:
 - a. The provider's full legal name and any trade name(s) under which it operates;
 - b. Documentary evidence from an insurance company indicating that the insurance company has bound itself to provide liability insurance to the provider as required by the Clerk, but an amount not less than the following coverage:

- i. 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.
- c. An agreement to indemnify the City in the following form:

“Operator agrees to indemnify, defend and hold harmless City, and its officials, employees and agents, from and against all actions, damages or claims, including reasonable attorney’s fees, (collectively “Claims”) brought against the City for personal or bodily injury or death to any person, or damage or destruction of any property, arising out of or resulting from the negligent, wrongful or willful acts or omissions of provider and its agents and employees, including claims for personal injury, bodily injury, wrongful death, loss of consortium, loss of sickness, or destruction of property, including the loss of use resulting therefrom. There shall be no indemnification for the negligent acts or omissions or willful misconduct of the City or its elected or appointed officials and employees.

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.”

- d. Any other information to protect the public’s safety required by the city.

3. Term and renewal.

- a. Term. A permit issued under this chapter expires on the last day of the calendar year in which it was issued.
- b. Renewal. The application for renewal must be in the form and contain the information required referenced in this chapter in a form established by the city clerk’s office.
- c. Transfer of permits prohibited. A permit issued under this chapter to any provider is not assignable or transferrable to, or sharable with any other provider.

4. Permit revocation.

- a. After a hearing conducted before the City Clerk and with proper notice to the provider, the Clerk may revoke permits if the Clerk finds that the provider:

- i. Intentionally or knowingly made a false statement as to a material matter on the permit application;
 - ii. Failed to maintain the liability insurance required by contract or ordinance;
 - iii. Failed to pay any fees, or obtain a performance bond, required under this chapter;
- b. Any revocation under this section must be in writing from the Clerk's office and specify the reasons for the action;
- c. A provider receiving a revocation under this section is prohibited from applying for a permit under this chapter for eighteen months from the date of revocation.
- d. Appeals. A provider aggrieved by a decision of the clerk may appeal that decision to the director of public services, or his/her designee, in writing within ten days of the clerk's decision. The director or his/her designee must issue a written decision within thirty days from receipt of the provider's appeal.

C. Administrative/Right of way/fee.

- 1. Dockless scooters use the public right of way not only for operation but out of use parking/storage/marketing. An administrative/right of way fee (fee) shall be levied and imposed upon every provider of dockless vehicles for hire.
- 2. Amount of fees. The amount of fee for providers of per dockless-vehicles for hire rental is ninety dollars (\$90.00) per scooter per calendar year.

D. Remittance and reports.

- 1. Remittance. A provider shall remit the fee imposed by this chapter to the city clerk at the time the dockless scooter provider is issued permits by the clerk.
- 2. Reports. Each remittance must be accompanied by an itemization of all dockless vehicle in use for the period reported. The report must be in the form and contain the information that the clerk requires.
- 3. Missing scooters. The provider must provide all information to the Casper Police Department regarding any missing, stolen or submerged scooters, within ninety-six hours of the provider or its agent's knowledge of missing, stolen or submerged scooters.

10.64.190 Standards of operation of e-bikes or e-scooters.

A. Unlawful operations of bicycles or e-scooters.

- 1. A bicycle or e-scooter may not be operated:
 - a. In a manner that violates applicable State or local law;
 - b. At speeds that exceed fifteen miles per hour for e-scooters.

- c. With a passenger, unless the e-bike or e-scooter is designed to carry a passenger;
- d. Without the use of headlight or headlamp fifteen (15) minutes before dusk, and fifteen (15) minutes after dawn, or when the safe operation of a vehicle requires the use of headlight or headlamp;
- e. On a public right-of-way where bicycles are prohibited;
- f. On a sidewalk, unless the posted speed on the abutting public right-of-way is thirty miles per hour or greater and the speed of the bicycle or e-scooter on the sidewalk does not exceed ten miles per hour; or
- g. While carrying a package, bundle, or other article that prevents the user from keeping both hands on the handlebars.

B. Unlawful parking of dockless vehicle.

- 1. Public streets and alleys. A dockless vehicle may not be parked on a public street or alley unless the City's Director of Public Services has designated an area specially-designed to accommodate dockless parking.
- 2. Sidewalks. Unless otherwise prohibited by law, rule, or regulation that specifically prohibits parking on a sidewalk, dockless vehicles may be parked:
 - a. On any sidewalk; or
 - b. At designated locations as determined by the City's Director of Public Services.
- 3. Transit stops. A dockless vehicle may not be parked closer than twenty-five feet from the nearest point of a transit stop to the dockless vehicle.
- 4. Miscellaneous locations. A dockless vehicle may not be parked in:
 - a. A driveway without the permission of the owner of the driveway;
 - b. An area reserved for sidewalk dining;
 - c. A transit zone, including bus stops, shelters and passenger-waiting areas, except at designated areas within a transit zone, as determined by the Director;
 - d. A loading zone;
 - e. A parking zone dedicated to accessible parking, handicapped;
 - f. A manner that reduces the pedestrian zone to less than 5 feet or that otherwise prohibits the free flow of pedestrian traffic;
 - g. A manner that interferes with places of access for persons with disabilities as required by the Americans with Disabilities Act; or
 - h. A manner or location prohibited posted by the Director of Public Services.
- 5. Manner of parking. Dockless vehicles must be parked in a standing upright position.

C. User education.

- 1. In general. A provider must educate its users in the laws, rules, and regulations applicable to the riding, operation, and parking of dockless vehicles.

2. **Publication.** As a component of the education required under this section, a provider must make visible on its dockless vehicles or publish on its mobile application, or both, the standards of operation set forth in this chapter.

D. Provider operational responsibilities.

1. A provider must:
 - a. Operate a twenty-four hour customer service phone number for users, the general public, and City officials to report dockless vehicles that are inoperable or suspected of being operated or parked in apparent violation of the law;
 - b. Remove its dockless vehicles from any public property requested by the Casper Police Department or Casper Fire-EMS;
 - c. Ensure that its dockless vehicles are parked as required by law, rule, or regulation;
 - d. Remove or reposition its dockless vehicles that are parked illegally within ninety (90) minutes from the time the call was placed to providers customer service number;
 - e. Ensure that its dockless vehicles adhere to applicable national safety standards;

E. Seizure

1. In general. A dockless vehicle for hire is subject to seizure if it is parked or used in violation of this chapter or wrongly left on private property.
2. Procedures.
 - a. An enforcement officer need not have a warrant in order to seize a dockless vehicle for hire in a violation of this chapter if the enforcement officer has probable cause to believe that the dockless vehicle for hire has been parked or used in violation of this chapter and a warrant is not constitutionally required under the circumstances.
1. Whenever an enforcement officer seizes a dockless vehicle for hire under this section, the enforcement officer may cause it to be moved to a place designated by the Department.
2. On the seizure of a dockless vehicle for hire under this section, the Department must promptly notify the provider of:
 - a. The reason for seizure;
 - b. The location of the seized dockless vehicle for hire; and
 - c. The amount of the fees, if any, associated with the seizure.
- a. **Vehicles returned on payment.** Any dockless vehicle for hire seized under this section must be returned to its provider unless held as evidence.

10.64.180 Violation—Penalty.

Any person violating any provision of this article is guilty of a misdemeanor, and may be punished as provided in Chapter 1.28 of this code.

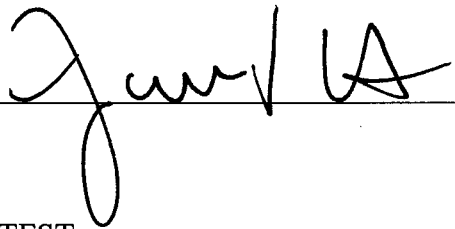
This Ordinance shall become in full force and effect twenty-one (21) days after passage on third reading and publication.

PASSED on 1st reading the 20th day of July, 2021

PASSED on 2nd reading the 27th day of July, 2021

PASSED, APPROVED, AND ADOPTED on third and final reading the ____ day of _____, 2021.

APPROVED AS TO FORM:



A handwritten signature in black ink, appearing to read 'Fleur Tremel', is written over a horizontal line.

ATTEST:

Fleur Tremel
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Steven K. Freel
Mayor

ORDINANCE NO.17-21

AN ORDINANCE AMENDING SECTIONS 15.04.040, 15.04.050 AND 15.04.110 OF THE CASPER MUNICIPAL CODE, AND ADOPTING THE 2021 EDITION OF THE INTERNATIONAL BUILDING CODE.

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

SECTION 1:

All references to the 2018 International Building Code in Sections 15.04.040 and 15.04.050 of the Casper Municipal Code are hereby amended to read “~~2018~~ 2021 Edition.”

SECTION 2:

The reference to the 2018 Edition of the International Energy Conservation Code in Section 15.04.110 is hereby amended to read “~~2018~~ 2021 Edition.”

SECTION 3:

If any section, subsection, sentence, clause, or phrase of this Ordinance, for any reason, is held to be invalid, such decision shall not affect the validity of the remaining portions of this Ordinance.

SECTION 4:

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 20th day of July, 2021.

PASSED on 2nd reading the _____ day of _____, 2021.

PASSED, APPROVED, AND ADOPTED on 3rd and final reading the ____ day of _____, 2021.

APPROVED AS TO FORM:

Walter Troszka

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Steven K. Freel
Mayor

ORDINANCE NO.18-21

AN ORDINANCE AMENDING SECTIONS 15.02.020, 15.02.030 AND 15.02.050 OF THE CASPER MUNICIPAL CODE, AND ADOPTING THE 2021 EDITION OF THE INTERNATIONAL RESIDENTIAL CODE.

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

SECTION 1:

All references to the 2018 International Residential Code in Sections 15.02.020 and 15.02.030 of the Casper Municipal Code are hereby amended to read “~~2018~~ 2021 Edition.”

SECTION 2:

Section 15.02.050 – “Work exempt from permit” is hereby amended to read as follows:

“One-story detached accessory building under one hundred twenty square feet in area as measured at the maximum exterior wall dimension.”

SECTION 3:

If any section, subsection, sentence, clause, or phrase of this Ordinance, for any reason, is held to be invalid, such decision shall not affect the validity of the remaining portions of this Ordinance.

SECTION 4:

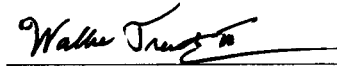
This Ordinance shall be in full force and effect from and after passage on three readings, and publication, pursuant to law.

PASSED on 1st reading the 20th day of July, 2021.

PASSED on 2nd reading the _____ day of _____, 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 D. Tremel
City Clerk

Steven K. Freel
Mayor

ORDINANCE NO. 19-21

AN ORDINANCE AMENDING SECTIONS 15.20.020 AND 15.20.030 OF THE CASPER MUNICIPAL CODE, AND ADOPTING THE 2021 EDITION OF THE INTERNATIONAL MECHANICAL CODE.

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

SECTION 1:

All references to the 2018 International Mechanical Code contained in Sections 15.20.020 and 15.20.030 of the Casper Municipal Code are hereby amended to read “~~2018~~ 2021 Edition.”

SECTION 2:

If any section, subsection, sentence, clause, or phrase of this Ordinance, for any reason, is held to be invalid, such decision shall not affect the validity of the remaining portions of this Ordinance.

SECTION 3:


This Ordinance shall be in full force and effect from and after passage on three readings, and publication, pursuant to law.

PASSED on 1st reading the 20th day of July, 2021.

PASSED on 2nd reading the _____ day of _____, 2021.

PASSED, APPROVED, AND ADOPTED on 3rd and final reading the ____ day of _____, 2021.

APPROVED AS TO FORM:



CITY OF CASPER, WYOMING
A Municipal Corporation

ATTEST:

Fleur D. Tremel
City Clerk

Steven K. Freel
Mayor

ORDINANCE NO. 20-21

AN ORDINANCE AMENDING SECTIONS 15.24.010 AND 15.24.020 OF THE CASPER MUNICIPAL CODE, AND ADOPTING THE 2021 EDITION OF THE INTERNATIONAL PLUMBING CODE.

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

SECTION 1:

All references to the 2018 International Plumbing Code contained in Sections 15.24.010 and 15.24.020 of the Casper Municipal Code are hereby amended to read “~~2018~~ 2021 Edition.”

SECTION 2:

If any section, subsection, sentence, clause, or phrase of this Ordinance, for any reason, is held to be invalid, such decision shall not affect the validity of the remaining portions of this Ordinance.

SECTION 3:

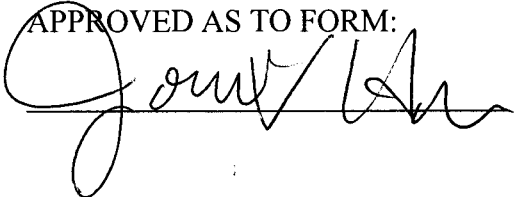
This Ordinance shall be in full force and effect from and after passage on three readings, and publication, pursuant to law.

PASSED on 1st reading the 20th day of July, 2021.

PASSED on 2nd reading the _____ day of _____, 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 D. Tremel
City Clerk

Steven K. Freel
Mayor

ORDINANCE NO. 21-21

AN ORDINANCE AMENDING SECTIONS 15.18.010 AND 15.18.020 OF THE CASPER MUNICIPAL CODE, AND ADOPTING THE 2021 EDITION OF THE INTERNATIONAL FUEL GAS CODE.

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

SECTION 1:

All references to the 2018 International Fuel Gas Code contained in Sections 15.18.010 and 15.18.020 of the Casper Municipal Code are hereby amended to read “~~2018~~ 2021 Edition.”

SECTION 2:

If any section, subsection, sentence, clause, or phrase of this Ordinance, for any reason, is held to be invalid, such decision shall not affect the validity of the remaining portions of this Ordinance.

SECTION 3:

This Ordinance shall be in full force and effect from and after passage on three readings, and publication, pursuant to law.

PASSED on 1st reading the 20th day of July, 2021.

PASSED on 2nd reading the _____ day of _____, 2021.

PASSED, APPROVED, AND ADOPTED on 3rd and final reading the ____ day of _____, 2021.

APPROVED AS TO FORM:

Walker Trust

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Steven K. Freel
Mayor

ORDINANCE NO. 22-21

AN ORDINANCE AMENDING SECTION 15.06.020 OF THE CASPER MUNICIPAL CODE, AND ADOPTING THE 2021 EDITION OF THE INTERNATIONAL EXISTING BUILDING CODE.

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

SECTION 1:

The reference to the 2018 Edition of the international existing building code contained in Section 15.06.020 of the Casper Municipal Code is hereby amended to read "2018-2021 Edition".

SECTION 2:

If any section, subsection, sentence, clause, or phrase of this Ordinance, for any reason, is held to be invalid, such decision shall not affect the validity of the remaining portions of this Ordinance.

SECTION 3:

This Ordinance shall be in full force and effect from and after passage on three readings, and publication, pursuant to law.

PASSED on 1st reading the 20th day of July, 2021.

PASSED on 2nd reading the _____ day of _____, 2021.

PASSED, APPROVED, AND ADOPTED on 3rd and final reading the ____ day of _____, 2021.

APPROVED AS TO FORM:

Walker Trew

CITY OF CASPER, WYOMING

A Municipal Corporation

ATTEST:

Fleur D. Tremel
City Clerk

Steven K. Freel
Mayor

ORDINANCE NO. 23-21

AN ORDINANCE AMENDING CERTAIN SECTIONS OF CHAPTER 15.40 OF THE CASPER MUNICIPAL CODE, AND ADOPTING THE 2021 EDITION OF THE INTERNATIONAL FIRE CODE.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the following amendments to the Casper Municipal Code are hereby approved.

SECTION 1: Amendment to Section 15.40.010.

Section 15.40.010 is hereby amended to read “2021 Edition” as follows:

Pursuant to the authority granted by W.S. Section 15-1-119, as amended, there is adopted by the city, for the purpose of prescribing regulations governing conditions hazardous to life and property from fire or explosion, that certain code known as the International Fire Code, published by the International Code Council being particularly the ~~2018~~ **2021** Edition thereof, including B, C, D, F, H, and I, save and except such portions are hereinafter deleted, modified, or amended by Sections 15.40.070 and 15.40.080 of this chapter, hereinafter referred to as the International Fire Code. A copy of the International Fire Code is on file in the office of the city clerk and the office of the fire chief of the city.

SECTION 2: Amendment to Section 15.40.080 A.

Both references to Chapter 109.3 in Section 15.40.080 A. of the Casper Municipal Code are hereby amended to read “Chapter 112.3” as follows:

A. Chapter ~~109.3~~ **112.3** is deleted and replaced as follows:

Chapter ~~109.3~~ **112.3**. The fire chief and members of the community risk reduction division shall have authority to issue a written citation containing a notice to appear in Municipal Court to any person, who said fire chief or member of the community risk reduction division have probable cause to believe is committing a violation of any of the terms of this code.

SECTION 3: Amendment to Section 15.40.080 C.

The reference to International Fire Code, 2015 Edition, contained in Section 15.40.080 C. is hereby amended to read “2021 Edition” as follows:

C. Section 903.2 is amended as follows:

An automatic fire sprinkler system shall be installed when the fire flow requirements exceed 2500 gallons per minute, as determined by Appendix B, International Fire Code, ~~2015~~ **2021** Edition.

SECTION 4: Amendment to Section 15.40.085 A.

The reference to International Fire Code, 2015 Edition, contained in Section 15.40.085 A. is hereby amended to read "2021 Edition" as follows:

15.40.085 - Nuisance fire alarms.

A. Time Periods. For the purpose of determining the time periods imposed by this section, nuisance fire alarms, as defined by the International Fire Code ~~2015~~ **2021** ed., shall be dated from the day of their occurrence.

SECTION 5:

If any section, subsection, sentence, clause, or phrase of this Ordinance, for any reason, is held to be invalid, such decision shall not affect the validity of the remaining portions of this Ordinance.

SECTION 6:

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 20th day of July, 2021.

PASSED on 2nd reading the _____ day of _____, 2021.

PASSED, APPROVED, AND ADOPTED on 3rd and final reading the ____ day of _____, 2021.

APPROVED AS TO FORM:

Walker Trust


ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Steven K. Freel
Mayor

July 28, 2021

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

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

SUBJECT: AN ORDINANCE UPDATING AND AMENDING CHAPTER 5.08 OF THE CASPER MUNICIPAL CODE, INCLUDING: SECTIONS 5.08.010, 5.08.080, 5.08.085, 5.08.090, 5.08.100, 5.08.105, 5.08.110, 5.08.130, 5.08.140, 5.08.150, 5.08.220, 5.08.290, 5.08.330, 5.08.350, 5.08.390, 5.08.430, 5.08.480 AND 5.08.510.

Meeting Type & Date
Regular Council Meeting
August 3, 2021

Action type
Second Reading regarding a proposed ordinance titled “AN ORDINANCE UPDATING AND AMENDING CHAPTER 5.08 OF THE CASPER MUNICIPAL CODE, INCLUDING: SECTIONS 5.08.010, 5.08.080, 5.08.085, 5.08.090, 5.08.100, 5.08.105, 5.08.110, 5.08.130, 5.08.140, 5.08.150, 5.08.220, 5.08.290, 5.08.330, 5.08.350, 5.08.390, 5.08.430, 5.08.480 AND 5.08.510”.

Recommendation
That Council by ordinance, review and adopt as appropriate, amendments to Chapter 5.08 of the Casper Municipal Code.

Summary

I. Information concerning legislative changes

The Wyoming Legislature, in the past general session, amended and updated the Wyoming liquor laws. The proposed ordinance states that full retail liquor holders, microbrewers, wineries, winery satellite and distilleries under satellite permits can deliver alcoholic beverages. No other license types can deliver; so restaurant, club, resort, bar and grill cannot deliver alcoholic beverages (see 5.08.110).

It is contemplated by the Liquor Division that delivery by the local package store will not include shipping because deliveries shall be completed during the licensee’s operating hours on the same day the alcoholic liquor or malt beverages are removed from the inventory of the licensed premises. Retailers will be able to contract deliveries with delivery companies like Uber Eats or

Door Dash, and delivery companies, to deliver alcoholic liquor or malt beverages, must comply with health and safety codes such as TIPS training (alcohol server training).

Proposed Code Section 5.08.110 3. a-c, also defines what a sealed container is for off-premises transport. By defining sealed containers, both law enforcement and retailers will not have to guess what is and is not allowed for package sales.

One of the big changes to state law addresses restaurant licenses. Archaic restrictions are removed for qualifications for a restaurant liquor license. The main requirement now is that meals must be prepared and served for on premises consumption. The 60/40 split of food sales versus alcohol sales will remain. However, it will now be up to the City Council to decide if a restaurant qualifies for a restaurant liquor license. Previously, the service of “only fry orders” or “such food and victuals as sandwiches, hamburgers, or salads” did not qualify an establishment as a restaurant. If you wish to license a Burger King to sell beer, you will now have that opportunity. (However, the draft ordinance prohibits restaurant liquor licenses for premises with a functional drive up window.) (see 5.08.330 B.3.).

Another big change to obtain a restaurant license is the elimination of the room requirement and other archaic restrictions for restaurant liquor licenses. Restaurants will no longer need to construct a “room” or frame around a fridge to have a restaurant liquor license.

City Council will now approve a dispensing “area” and the area will be restricted to individuals 18 and over. No consumption can take place in this area. (See 5.08.330)

A small change in addition of a fee for manufacture’s permits. This permit was added to the City’s municipal code in June of 2020, but it did not have a fee associated with it. Typically, off site alcohol permits are assessed a fee of fifty dollars (\$50.00). Minimal permits, even without a fee, have been issued.

II. Updates regarding council direction and staff discussion from the June 22, 2021 Work Session.

Section 5.08.130 A.5. has been modified clarifying the annual permit for special malt beverage permits; public auditoriums, civic centers or event centers to be payable annually in advance in the amount of one thousand dollars (\$1,000.00). In addition, a daily permit fee has been added; staff is suggesting the daily permit fee be set at fifty dollars (\$50.00). The permit would be issued by the city clerk’s office and subject to the same requirements as the annual permit fee.

Section 5.08.480 C. has been updated adding a section to allow privately owned commercial vehicles designated for hire, such as limousines and buses, to allow their passengers to consume liquor or malt beverages under certain restrictions including:

- The requirement of a physical partition separating the driver or operator seat from the passenger compartment, or at least five (5) linear feet of distance between the driver and the nearest passenger;
- No one other than the driver or operator may be present in the driver’s area/compartments;

- Privately owned commercial vehicles designated for hire; the vehicles must have seating for at least five (5) adults, but not more than fourteen (14) adults; and
- No occupant of the vehicle may be under the age of twenty-one (21) years old.

Section 5.08.510 Beer keg registration –for consistency between municipal and state laws, staff is suggesting this section be repealed in its entirety. Wyoming Statutes §§ 12-2-501 to 12-2-505, regarding beer keg registration were repealed effective July 1, 2021.

III. Proposed Amendment

Staff is requesting Council to consider the attached Proposed Amendment No. 1. The Amendment is being proposed by staff in order to clear up inconsistencies within Section 5.08.150.

Financial Considerations

Liquor License Renewal Revenue for 2021-2022 was \$99,200.

Oversight/Project Responsibility

John Henley, City Attorney (Ordinance Amendments)

Carla Mills-Laatsch, Licensing Specialist

Attachments

Proposed Ordinance

Enrolled Act No. 17 engrossed (Principal Act adopted by the State legislature in the 2021 general session)

Proposed Amendment No.1

ENROLLED ACT NO. 17, HOUSE OF REPRESENTATIVES

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AN ACT relating to the regulation of alcoholic and malt beverages; creating, revising and repealing provisions governing the regulation of alcoholic and malt beverages; and providing for an effective date.

Be It Enacted by the Legislature of the State of Wyoming:

Section 1. W.S. 12-4-414, 12-4-415 and 12-5-601 are created to read:

12-4-414. Winery permits; authorized; conditions; satellite winery permits; direct shipment of wine; fees.

(a) Subject to restrictions imposed under W.S. 12-4-103 excluding W.S. 12-4-103(a)(vi), a local licensing authority may issue a winery permit authorizing a permit holder to manufacture wine and dispense the manufactured wine for on-premises and limited off-premises personal consumption.

(b) The local licensing authority:

(i) May allow the sale of other wines under a winery permit for on-premises consumption when obtained from the division;

(ii) May allow the winery to sell its manufactured wine on site for off-premises personal consumption, not for retail sale, in packaging of bottles of an aggregate volume not to exceed two thousand twenty-eight (2,028) ounces per sale;

(iii) In accordance with the process established under article 1 of this chapter, may allow the transfer of

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a winery permit to another location and ownership of the winery may be transferred upon approval by the local licensing authority;

(iv) Shall assess a fee of not less than three hundred dollars (\$300.00) nor more than five hundred dollars (\$500.00) payable annually in advance for each winery permit. When dual ownership of a winery permit and a liquor license exists no additional fee shall be assessed other than the retail, restaurant, bar and grill or resort license fee.

(c) W.S. 12-4-410 shall apply to any person holding a winery permit and a restaurant liquor license and W.S. 12-4-413 shall apply to any person holding a winery permit and a bar and grill liquor license, except that either dual holder:

(i) May sell the manufactured wine for limited off-premises personal consumption pursuant to paragraph (b)(ii) of this section;

(ii) May upon cessation of full service restaurant operations, serve a limited menu and continue to serve wines authorized under the winery permit;

(iii) Shall not include sales of wines authorized under the winery permit, or sales other than food service and alcoholic beverages, in the annual gross sales report required under W.S. 12-4-408(c).

(d) A local licensing authority may issue to the holder of a winery permit under this section a satellite winery permit which allows the permittee to sell wine manufactured at the site identified on the manufacturer's

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license at up to three (3) satellite locations within Wyoming separate from its licensed manufacturing site under the original permit fee. The satellite winery permit may be issued on application to the appropriate licensing authority. The local licensing authority may require a public hearing and the payment of an additional permit fee not to exceed one hundred dollars (\$100.00) regardless of the number of satellite locations. The satellite winery permit shall be subject to the terms and conditions of W.S. 12-4-106, the schedule of operating hours set pursuant to W.S. 12-5-101 and the licensed building provisions of W.S. 12-5-201.

(e) Notwithstanding paragraph (b)(ii) of this section and W.S. 12-5-201, any person holding a winery permit as provided by this section, may sell and ship its manufactured wine which is not listed with the liquor division as part of its inventory and distribution operation to any Wyoming retail establishment which holds a liquor license in this state.

(f) Any licensed winery holding a winery permit pursuant to this section shall:

(i) Not ship more than a total of one hundred eight (108) liters of its manufactured wine to any one (1) household in this state during any twelve (12) month period;

(ii) Offer to sell its manufactured wine to the liquor division at wholesale prices if the winery ships more than ninety (90) liters total of any of its manufactured wine to any combination of households or licensed retailers in this state;

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(iii) Ship its manufactured wine only to individuals who are at least twenty-one (21) years of age for such individual's personal use and not for resale;

(iv) Ensure that all shipping containers of manufactured wine shipped pursuant to this section are conspicuously labeled with the words: "CONTAINS ALCOHOLIC BEVERAGES. ADULT (OVER 21) SIGNATURE REQUIRED FOR DELIVERY";

(v) Ensure that all of its shipments within this state are made by a duly licensed carrier and further ensure that such carriers comply with the requirement to obtain an adult signature;

(vi) File a monthly report of wines shipped out of state on a form provided by the liquor division and include a copy of the invoice for each shipment of their own manufactured wine subject to the following:

(A) The report shall be filed with the liquor division not later than the tenth day of each month following the month in which the shipment was made;

(B) Any report filed late with the liquor division shall be subject to a late filing fee of twenty-five dollars (\$25.00).

(vii) Maintain records for at least three (3) years that will permit the liquor division to ascertain the truthfulness of the information filed and permit the division to perform an audit of the licensee's records upon reasonable request.

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12-4-415. Microbrewery permits; authorized; conditions; fees.

(a) Subject to restrictions imposed under W.S. 12-4-103 excluding W.S. 12-4-103(a)(vi), a local licensing authority may issue a microbrewery permit authorizing a permit holder to brew a malt beverage and dispense the brewed malt beverage for on-premises and limited off-premises personal consumption. Notwithstanding W.S. 12-5-201 and for the purposes of this subsection, "on-premises" may include a fenced or enclosed area immediately adjacent to the licensed brewing site as approved by the local licensing authority. The dispensing of malt beverages in an immediately adjacent area authorized by this paragraph shall be subject to the schedule of operating hours set pursuant to W.S. 12-5-101. Any microbrewery permit holder shall:

(i) File a monthly report of brewed malt beverage the permit holder produced on a form provided by the liquor division. The report shall be filed with the liquor division not later than the tenth day of each month following the month in which the brewed malt beverage was produced. Any report filed late with the liquor division shall be subject to a late filing fee of twenty-five dollars (\$25.00);

(ii) Maintain records for at least three (3) years that will permit the liquor division to ascertain the truthfulness of the information filed and permit the division to perform an audit of the licensee's records upon reasonable request.

(b) The local licensing authority:

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(i) May allow the sale of malt beverage obtained through a contract brewing arrangement and other malt beverages under a microbrewery permit for on-premises consumption when obtained through licensed wholesale malt beverage distributors;

(ii) May allow the microbrewery to sell on site its brewed product and its malt beverage obtained through a contract brewing arrangement for off-premises personal consumption, not for retail sale, in packaging of bottles, cans or packs of an aggregate volume not to exceed two thousand (2,000) ounces per sale;

(iii) In accordance with the process established under article 1 of this chapter, may allow the transfer of a microbrewery permit to another location and ownership of the microbrewery may be transferred upon approval by the local licensing authority; and

(iv) Shall assess a fee of not less than three hundred dollars (\$300.00) nor more than five hundred dollars (\$500.00) payable annually in advance for each microbrewery permit. When dual ownership of a microbrewery permit and a liquor license exists no additional fee shall be assessed other than the retail, restaurant, bar and grill or resort license fee.

(c) W.S. 12-4-410 shall apply to any person holding a microbrewery permit and a restaurant liquor license and W.S. 12-4-413 shall apply to any person holding a microbrewery permit and a bar and grill liquor license, except that either dual holder:

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(i) May sell the brewed malt beverage for limited off-premises personal consumption pursuant to paragraph (b)(ii) of this section;

(ii) May upon cessation of full service restaurant operations, serve a limited menu and continue to serve malt beverages authorized under the microbrewery permit;

(iii) Shall not include sales of malt beverages authorized under the microbrewery permit, or sales other than food service and alcoholic beverages, in the annual gross sales report required under W.S. 12-4-408(c).

(d) A local licensing authority may authorize a microbrewery to operate at more than one (1) location. The local licensing authority may require the payment of an additional permit fee not to exceed one hundred dollars (\$100.00) regardless of the number of locations authorized for the microbrewery. All locations shall be subject to all provisions of this title related to the operation of a microbrewery.

ARTICLE 6
DELIVERY

12-5-601. Delivery of alcoholic liquors and malt beverages.

(a) Retail liquor licensees, microbrewery permit holders, winery permit holders, winery satellite permit holders and manufacturer licensees with a satellite location may deliver or contract to have delivered alcoholic liquors and malt beverages to customers provided:

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(i) All sales of alcoholic liquors and malt beverages under this subsection shall take place in the licensed building. Orders of alcoholic liquors and malt beverages may be placed by phone, online or through a mobile application. All deliveries under this subsection shall be completed during the licensee's remaining operating hours on the same day the alcoholic liquors or malt beverages are removed from the inventory of the licensed premise;

(ii) No order shall be received nor shall any delivery be made to or by a person under the age of twenty-one (21) years. All deliveries shall require the purchaser to provide to the deliverer a valid government issued identification demonstrating the purchaser is twenty-one (21) years of age or older;

(iii) All package sales and deliveries of alcoholic liquors and malt beverages for off-premises consumption shall be sealed. For purposes of this paragraph, "sealed" means a product enclosed:

(A) In its original package and unopened;

(B) In a plastic bag and heat sealed closed; or

(C) In a container that has a breakable seal incorporated in the container cap.

(iv) Any contract delivery service shall adhere to the requirements of this subsection when delivering alcoholic liquors and malt beverages; and

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(v) Microbrewery permit holders, winery permit holders, winery satellite permit holders and manufacturer licensees with a satellite location shall only deliver or contract to have delivered their respective manufactured products.

Section 2. W.S 12-1-101(a) (viii) (E), (G), by creating new subparagraphs (J) through (U) and (xiv), 12-2-201(g) (intro) and (iii), 12-2-203(b), (c) and (e), 12-2-204(a) and (d) (i), 12-4-101(a), 12-4-103(a) (vi), 12-4-104(a) and (f), 12-4-201(f) (iii) and by creating a new subsection (k), 12-4-301(c) and (e), 12-4-403(b), 12-4-410(b) and (d), 12-4-411, 12-4-502(a) through (c), 12-4-504(a), 12-4-603(a), 12-4-604, 12-5-201(f), 12-5-401(a) and (b) (ii) and 12-6-101(c) (v), (vi) and by creating a new paragraph (vii) are amended to read:

12-1-101. Definitions.

(a) As used in this title:

(viii) "Licensee" means a person holding a:

(E) Twenty-four (24) hour malt beverage permit;

(G) Catering permit;~~or~~

(J) Malt beverage wholesale license;

(K) Limited transportation liquor license;

(M) Manufacturer's license;

(N) Manufacturer's satellite permit;

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(O) Winery permit;

(P) Winery satellite permit;

(Q) Out-of-state shipper's license;

(R) Microbrewery permit;

(S) Malt beverage permit for the University
of Wyoming;

(T) Special malt beverage permit issued
under W.S. 12-4-504; or

(U) Malt beverage permit for events
conducted at rodeo arenas issued under W.S. 12-4-507.

(xiv) "Restaurant" means space in a building maintained, advertised and held out to the public as a place where individually priced meals are prepared and served primarily for on-premise consumption and where the primary source of revenue from the operation is from the sale of food and not from the sale of alcoholic or malt beverages;. ~~The building shall have a dining room or rooms, a kitchen and the number and kinds of employees necessary for the preparing, cooking and serving of meals in order to satisfy the licensing authority that the space is intended for use as a full service restaurant. "Full service restaurant" means a restaurant at which waiters or waitresses deliver food and drink offered from a printed food menu to patrons at tables or booths. The service of only fry orders or such food and victuals as sandwiches, hamburgers or salads shall not be deemed a restaurant for the purposes of this section;~~

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12-2-201. Wholesale license for sale of malt beverages only; fee.

(g) ~~Notwithstanding W.S. 12-2-203,~~ The division:

(iii) ~~The division~~ shall not grant a license for a brewery and a microbrewery to the same producer.

12-2-203. Manufacturing and rectifying; importing and industry representatives; licensing; fees.

(b) The Wyoming liquor division shall grant a class A industry representative license for alcoholic liquor suppliers to a qualified individual ~~domiciled within this state~~ who submits an application to the division on forms provided by the division accompanied by an annual license fee of not to exceed seven hundred fifty dollars (\$750.00). A class A industry representative shall have a written statement from any vendor whose products the applicant proposes to represent. The class A industry representative shall be published in the division's price catalog with the products from any vendor represented by him and shall be authorized to request that the division list or delist products from the vendor represented by him.

(c) The division shall grant a class B industry representative license for alcohol liquor suppliers to a qualified individual ~~domiciled within this state~~ who submits an application to the division on forms provided by the division accompanied by an annual license fee of not to exceed two hundred fifty dollars (\$250.00). A class B industry representative shall be employed or managed by a class A industry representative. A class B industry representative shall have a written statement from the

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class A industry representative designating any vendor whose products he is authorized to represent.

(e) No class A industry representative shall be employed by a licensee as defined by W.S. 12-1-101(a)(viii), except that this subsection shall not apply to malt beverage wholesalers authorized under W.S. 12-2-201, manufacturers authorized under this section, microbrewery permit holders authorized under W.S. 12-4-415 or winery permit holders authorized under W.S. 12-4-414.

12-2-204. Out-of-state shipment of manufactured wine; license; fees; restrictions; conditions.

(a) Notwithstanding any law, rule or regulation to the contrary, any person currently licensed in its state of domicile as an alcoholic liquor or malt beverage manufacturer, importer, wholesaler or retailer who obtains an out-of-state shipper's license, as provided in this section, may ship no more than a total of ~~thirty-six (36)~~ one hundred eight (108) liters of manufactured wine directly to any one (1) household in this state in any twelve (12) month period.

(d) Any out-of-state shippers licensed pursuant to this section shall:

(i) Not ship more than a total of ~~thirty-six (36)~~ one hundred eight (108) liters of manufactured wine to any one (1) household in this state during any twelve (12) month period. In the event any out-of-state shipper ships more than ninety (90) liters of any particular manufactured wine to any combination of households or licensed retailers in this state, the out-of-state shipper shall offer to sell

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the manufactured wine to the liquor division at wholesale prices;

12-4-101. Authority of cities, towns and counties; population figures; number of available licenses and permits; assessment of fees.

(a) Incorporated cities, towns and counties within Wyoming shall license and regulate or prohibit the retail sale of alcoholic and malt beverages under this title. Nothing in this title prohibits a licensing authority of an incorporated city, town or county from issuing less than the total number of allowable ~~retail~~ liquor licenses pursuant to ~~W.S. 12-4-201, less than the allowable bar and grill liquor licenses pursuant to W.S. 12-4-413~~ or from refusing to issue any license or permit authorized by this title.

12-4-103. Restrictions upon license or permit applicants and holders; license limitation per person.

(a) A license or permit authorized by this title shall not be held by, issued or transferred to:

(vi) A manufacturer of alcoholic beverages or wholesaler of malt beverages, except as authorized under W.S. 12-2-203(g) or as otherwise provided ~~in W.S. 12-4-412(j)~~ by law;

12-4-104. Publication of notice; grant or denial; renewal preference; copy of application and notice to division; judicial review.

(a) When an application for a license, permit, renewal or any transfer of location or ownership thereof

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has been filed with a licensing authority, the clerk shall promptly prepare a notice of application, ~~place the notice conspicuously upon the premises shown by the application as the proposed place of sale~~ and publish the notice in a newspaper of local circulation once a week for two (2) consecutive weeks. When a county is the licensing authority, the county clerk shall also post the notice on the official website of the county in the manner provided in W.S 18-3-516(f). When a city or town is the licensing authority, the city clerk shall also post the notice on the city or town's official website if one exists. The notice shall state that a named applicant has applied for a license, permit, renewal or transfer thereof, and that protests against the issuance, renewal or transfer of the license or permit will be heard at a designated meeting of the licensing authority. Each applicant shall, at the time of filing his application, pay the clerk an amount sufficient to cover the costs of publishing notice. Notices may be substantially in the following form:

NOTICE OF APPLICATION FOR A

Notice is hereby given that on the day of (year) (name of applicant) filed an application for a license (permit), in the office of the clerk of the city (or town or county) of for the following building (insert address) and protests, if any there be, against the issuance (transfer or renewal) of the license (permit) will be heard at the hour ofM., on the day of (year), in the (meeting place of the governing body).

Dated

Signed

(f) Upon an appeal the person applying for renewal of a license ~~and claiming renewal preference~~ shall be named as

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plaintiff, with the licensing authority named as defendant. During the pendency of an appeal, a renewal license denied by a licensing authority shall not be granted to any other applicant. Upon notice of appeal the clerk shall transmit to the clerk of the district court a certified copy of the application, of each protest if any, and of the minutes recording the decision appealed from. The appeal shall be heard as a trial de novo with evidence taken and other proceedings had as in the trial of civil actions. The court may accept and consider as part of the record certified documents forwarded to the court by the clerk of the licensing authority. The case shall be heard promptly and the procedure shall conform to the Wyoming Rules of Civil Procedure unless other procedures are provided for or required.

12-4-201. Retail liquor licenses and malt beverage permits; population formulas; fees.

(f) Retail liquor licenses and malt beverage permits may be granted by the county commissioners as the appropriate licensing authority in a county outside of incorporated cities and towns as follows:

(iii) Malt beverage permits may be issued for county locations ~~beyond a five (5) mile zone around incorporated cities and towns~~ without regard to population.

(k) A retail liquor licensee may ship not more than a total of one hundred eight (108) liters of manufactured wine directly to any one (1) household in this state in any twelve (12) month period provided the licensee:

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(i) Ships the manufactured wine only to individuals who are at least twenty-one (21) years of age for such individual's personal use and not for resale;

(ii) Ensures that all shipping containers of manufactured wine shipped pursuant to this subsection are conspicuously labeled with the words: "CONTAINS ALCOHOLIC BEVERAGES. ADULT (OVER 21) SIGNATURE REQUIRED FOR DELIVERY"; and

(iii) Ensures that all of its shipments within this state are made by a duly licensed carrier and further ensure that the carriers comply with the requirement to obtain an adult signature.

12-4-301. Sales by clubs; license fees; petition; license restrictions.

(c) Except as otherwise provided by W.S. ~~12-5-201(g)~~ 12-5-201(f), a club holding a limited retail license may sell alcoholic or malt beverages for consumption anywhere on the licensed premises for consumption by its members and their accompanied guests only as approved by the local licensing authority.

(e) ~~Notwithstanding W.S. 12-4-103(b),~~ A political subdivision of the state may hold no more than two (2) club limited retail liquor licenses for golf courses owned, maintained or operated by that political subdivision in addition to any other license held by that political subdivision.

12-4-403. Population formula not applicable; contracting for services.

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(b) ~~No~~^A resort liquor license may be transferred to another location. License ownership may be transferred to a purchaser or licensee of the licensed premises with the approval of the licensing authority. No transfer of a resort liquor license shall be required where the license is used by a person with whom the licensee has contracted may contract or subcontracted subcontract for the provision of food and beverage services on the licensed premises. However, the resort liquor licensee shall remain subject to all applicable laws, rules, regulations and penalties including the provisions of W.S. 12-2-306 and 12-7-103.

12-4-410. Sale of alcoholic beverages for off-premises consumption prohibited; location, regulation and restrictions on dispensing of liquor; prohibiting certain activities.

(b) Alcoholic liquor and malt beverages shall be dispensed and prepared for consumption in ~~one (1) room, and one (1) additional room if authorized and~~ the licensed building in areas approved by the local licensing authority., ~~upon the licensed premises separated from the dining area in which alcoholic and malt beverages may be served and in the case of a golf course upon which a restaurant liquor license is operational or in the case of a guest ranch upon which a retail or restaurant liquor license is operational, at dispensing areas on the premises of the golf course or guest ranch as permitted by the licensing authority.~~ No consumption of alcoholic or malt beverages shall be permitted within the dispensing ~~room,~~ areas nor shall any person other than employees over eighteen (18) years of age be permitted to enter the dispensing ~~room.~~ ~~If a restaurant has a dispensing room separate from the dining area which is licensed prior to February 1, 1979 for purposes of alcoholic or malt beverage~~

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~~sales and consumption, the restaurant may dispense alcoholic or malt beverages in the separate dispensing room under a restaurant liquor license, and any person over eighteen (18) years of age is permitted to enter the separate dispensing room areas.~~

(d) No restaurant liquor licensee shall promote or operate the restaurant as a bar and lounge. ~~nor shall the licensee compete with a retail liquor licensee in activities other than dinner functions, including, but not limited to, dances, receptions and other social gatherings. Nothing in this subsection shall require a restaurant liquor licensee to reconstruct or remodel licensed premises existing on or before June 8, 1989.~~

12-4-411. License fee.

The annual fee for a restaurant liquor license shall be no more than three thousand dollars (\$3,000.00) and no less than five hundred dollars (\$500.00). ~~The license fee for a county restaurant liquor license within five (5) miles of a city or town shall not be less than the restaurant liquor license fee charged by that city or town.~~

12-4-502. Twenty-four hour malt beverage permit and catering permit; restrictions; application procedure; fees.

(a) A malt beverage permit authorizing the sale of malt beverages only may be issued by the appropriate licensing authority to any responsible person or organization for sales at a picnic, bazaar, fair, rodeo, special holiday or similar public gathering. No person or organization holding the special permit shall sell any alcoholic liquor other than malt beverages on the premises described on the permit, nor shall any malt beverage be

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sold or consumed off the premises authorized by the permit. Malt beverage permits under this subsection shall not be used to operate a continuing business.

(b) A catering permit authorizing the sale of alcoholic and malt beverages may be issued by the appropriate licensing authority to any person holding a retail or resort retail liquor license authorizing the off-premises sale of both alcoholic and malt beverages, for sales at ~~meetings, conventions, private parties and dinners or at other similar gatherings~~ events not capable of being held within the licensee's licensed premises. No licensee holding a catering permit shall sell or permit consumption of any alcoholic or malt beverage off the premises described in the permit. Notwithstanding any other provision of this subsection, closed-container items sold at auction for the benefit of a nonprofit organization may be taken off-premises. Catering permits under this subsection shall not be used to operate a continuing business.

(c) The permits authorized by this section shall be issued for one (1) twenty-four (24) hour period, subject to the schedule of operating hours set pursuant to W.S. 12-5-101. No person or organization shall receive more than a total of twelve (12) malt beverage and thirty-six (36) catering permits for sales at the same premises in any one (1) year., ~~except that this limitation shall not be applicable to malt beverage permits issued for sales at any fair, rodeo, pari-mutuel event or other similar public event conducted by a public entity upon public premises, or to catering permits for events at the facilities of the University of Wyoming in Laramie, including the Marian H. Rochelle Gateway Center.~~

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12-4-504. Special malt beverage permit for public auditoriums, civic centers or events centers.

(a) The appropriate licensing authority in a county, city or town may issue a special malt beverage permit to any responsible person or organization for sales of malt beverages at public auditoriums, civic centers or events centers. The licensing authority shall establish an appropriate fee for the permit. Additionally, the licensing authority shall specify the duration of the permit and where malt beverages may be sold and consumed under the permit. The issuing body may provide rules to implement this section.

12-4-603. Annexation of retail liquor license or malt beverage permit into 5-mile zone; renewal.

(a) A county retail liquor license ~~or malt beverage permit~~ having licensed premises located within a five (5) mile zone around an incorporated city or town because of annexation of property shall not be denied an application for renewal by reason of annexation alone. ~~The license or permit shall be subject to renewal by the county licensing authority in the same manner as if the licensed premises were beyond the five (5) mile zone around a city or town.~~

12-4-604. Transfer or sale of license or permit; attachment, garnishment or execution.

No license or permit shall be transferred or sold except as provided by W.S. 12-4-601 ~~through 12-4-603~~ and 12-4-602, used for any place not described in the license or permit at the time of issuance or subject to attachment, garnishment or execution.

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12-5-201. Location, regulation and restrictions as to place of sale; inspections.

(f) A holder of a resort retail liquor license, a golf club that holds a retail liquor license, a restaurant liquor license or a club limited retail liquor license or a holder of a retail liquor license or restaurant liquor license operating on a guest ranch may dispense alcoholic beverages from any location within the boundaries of the ~~resort-licensee's~~ premises. The ~~resort-~~premises shall be a single property within a contiguous boundary upon which the ~~resort-licensee~~ is located and which shall be identified in the license. Any location on the ~~resort-~~premises where alcoholic beverages are dispensed as approved by the licensing authority shall comply with applicable sanitation and fire hazard requirements and other applicable laws. The licensing authority shall, as often as necessary, inspect the licensed location where alcoholic beverages are dispensed to ensure that the licensee is in compliance with sanitation and fire hazard requirements.

12-5-401. Interests in licenses or permits to sell.

(a) No industry representative shall hold any interest, stock or ownership directly or indirectly, in any license to sell products of the industry at retail under privileges of a license or permit to sell any beverage or liquor in Wyoming or in any premises so licensed. This section shall not apply to any person holding a microbrewery ~~or winery~~ permit pursuant to W.S. ~~12-4-412 12-4-415 or a winery permit pursuant to W.S. 12-4-414~~. This section shall also not apply to a person holding a manufacturer's license under W.S. 12-2-203(a) when the license is held under the complete ownership of a retail business and to the extent he may be permitted one (1)

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satellite manufacturer's permit pursuant to W.S. 12-2-203(g)(i) or an off-premises permit pursuant to W.S. 12-2-203(g)(ii).

(b) As used in subsection (a) of this section:

(ii) "Retail business" means the holder of a microbrewery or winery permit, ~~who also holds a license or permit enumerated under W.S. 12-4-412(b)(iii) or (k).~~

12-6-101. Sale or possession prohibited; when possession unlawful; public drunkenness; falsification of identification; penalty; prima facie identification as defense.

(c) Except as otherwise provided in this title, no person under the age of twenty-one (21) years shall:

(v) Have measurable blood, breath or urine alcohol concentration in his body; ~~or~~

(vi) Enter or remain in ~~an establishment~~ designated sales areas approved by the local licensing authority that is primarily for off-premise sales of alcoholic liquor or malt beverages unless accompanied by a parent, spouse or legal guardian who is twenty-one (21) years of age or older; ~~or~~

(vii) Dispense or sell any alcoholic liquor or malt beverage. The term "dispensing" means mixing or pouring alcoholic liquors or malt beverages.

Section 3. W.S. 12-2-201(g)(i) and (ii), 12-2-501 through 12-2-505, 12-4-102(a)(vii) and (viii), 12-4-103(b) through (d), 12-4-201(g), 12-4-407(d), 12-4-409,

ORIGINAL HOUSE
BILL NO. HB0013

ENGROSSED

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12-4-410(f), 12-4-412, 12-4-505(a) and (b), 12-4-602(c),
12-4-603(b) and 12-5-201(g) through (j) are repealed.

Section 4. This act is effective July 1, 2021.

(END)

Speaker of the House

President of the Senate

Governor

TIME APPROVED: _____

DATE APPROVED: _____

I hereby certify that this act originated in the House.

Chief Clerk

ORDINANCE NO. 24-21

AN ORDINANCE UPDATING AND AMENDING CHAPTER 5.08 OF THE CASPER MUNICIPAL CODE, INCLUDING: SECTIONS 5.08.010, 5.08.080, 5.08.085, 5.08.090, 5.08.100, 5.08.105, 5.08.110, 5.08.130, 5.08.140, 5.08.150, 5.08.220, 5.08.290, 5.08.330, 5.08.350, 5.08.390, 5.08.430, 5.08.480 AND 5.08.510.

WHEREAS, authority is granted to cities and towns by W.S. §15-1-103(a) (iv), (xiii) and (xli) to adopt ordinances and regulations for the health, welfare, and safety of the city and to license and regulate business activities within the City for the health, safety, and welfare of its citizens; and,

WHEREAS, the governing body of cities and towns may perform all acts in relation to the property and concerns of the city or town necessary to the exercise of its corporate powers; and,

WHEREAS, incorporated cities, towns and counties within Wyoming are the entities which are charged with licensing, regulating and prohibiting the retail sale of alcoholic and malt beverages within their jurisdictions (Wyo. Stat. 12-4-101(a)); and,

WHEREAS, the Casper Municipal Code regarding alcohol beverages requires updating from time to time.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the following sections of Chapter 5.08 of the Casper Municipal Code are hereby updated and amended as follows:

5.08.010 Definitions.

As used in this chapter:

1. "Alcoholic liquor" means any spirituous or fermented fluid, substance or compound other than malt beverage, intended for beverage purposes, which contains at least one-half of one percent of alcohol by volume. As used in this paragraph, "beverage" does not include liquid filled candies containing less than six and one-quarter percent of alcohol by volume.
2. "Bar and grill liquor license" means the authority under which a licensee is permitted to sell alcoholic liquor or malt beverages for consumption on the premises owned or leased by the licensee, and is subject to the limitations hereinafter provided.
3. "Barrel" is a unit of liquid measure equal to thirty-one U.S. gallons.

4. "Brewery" means a commercial enterprise at a single location producing more than fifty thousand barrels per year of malt beverage.
5. "Building" means a roofed and walled structure built or set in place for permanent use.
6. "Club" means any of the following organizations:
 - a. A post, charter, camp or other local unit composed only of veterans and its duly organized auxiliary, chartered by the Congress of the United States for patriotic, fraternal or benevolent purposes and, as the owner, lessee or occupant, operates an establishment for these purposes within the state;
 - b. A chapter, lodge or other local unit of an American national fraternal organization and, as the owner, lessee or occupant, operates an establishment for fraternal purposes within the state. As used in this subdivision, an American fraternal organization means an organization actively operating in not less than thirty-six states or having been in active continuous existence for not less than twenty years, but does not mean a college fraternity;
 - c. A hall or building association of a local unit specified in subdivisions a and b of this subsection, of which all of the capital stock is owned by the local unit or its members, operating clubroom facilities for the local unit;
 - d. A golf club having more than fifty bona fide members and owning, maintaining or operating a bona fide golf course together with a clubhouse;
 - e. A social club with more than one hundred bona fide members who are residents of the county in which it is located, owning, maintaining or operating club quarters, incorporated and operating solely as a nonprofit corporation under the laws of this state and qualified as a tax exempt organization under the Internal Revenue Service Code and having been continuously operating for a period of not less than one year. The club shall have had during this one-year period a bona fide membership paying dues of at least twenty-five dollars (\$25.00) per year as recorded by the secretary of the club, quarterly meetings, and an actively engaged membership carrying out the objects of the club. A social club shall, upon applying for a license, file with the licensing authority and the division a true copy of its bylaws and shall further, upon applying for a renewal of its license, file with the licensing authority and the division a detailed statement of its activities during the preceding year which were undertaken or furthered in pursuit of the objects of the club together with an itemized statement of amounts expended for such activities. Club members, at the time of application for a limited retail liquor license pursuant to this chapter, shall be in good standing by having paid at least one full year in dues;
 - f. Club does not mean college fraternities, sororities or labor unions.
7. "Conviction" shall mean a finding of guilty, the entry of a guilty or no contest plea, or the entry of a guilty or no contest plea as part of a deferred sentence in any court.
8. "Division" means the Wyoming Liquor Division.
9. "Industry representative" means and includes all wholesalers, manufacturers, rectifiers, distillers and breweries dealing in alcoholic liquor or malt beverage, and proscriptions

under their conduct includes conduct by a subsidiary, affiliate, officer, director, employee, agent, broker or any firm member of such entity.

10. "Intoxicating liquor," "alcoholic liquor," "alcoholic beverage" and "spirituous liquor" are construed as synonymous in meaning and definition.
11. "Licensee" means a person holding a:
 - a. Retail liquor license;
 - b. Limited retail liquor license;
 - c. Resort liquor license;
 - d. ~~Malt beverage permit~~ Twenty-four (24) hour malt beverage permits;
 - e. Restaurant liquor license;
 - f. Catering permit;
 - g. Special malt beverage permit;
 - h. Bar and grill liquor license;
 - i. ~~Manufacturer's license granted by the Wyoming Liquor Division and a~~ City-issued satellite manufacturer's permit; [or]
 - j. Microbrewery permit;
 - k. ~~and/or w~~ Winery permit;
 - l. Winery satellite permit;
 - m. Special malt beverage permit for events conducted at rodeo arenas issued pursuant to Wyoming Statute Section 12-4-507.

12. "Limited retail liquor license" means a license issued as hereinafter provided to a bona fide fraternal club.

~~12.~~13. "Local licensing authority" means the City Council of Casper, Wyoming.

~~13.~~14. "Malt beverage" means any fluid, substance or compound intended for beverage purposes manufactured from malt, wholly or in part, or from any substitute therefor, containing at least one-half of one percent of alcohol by volume.

~~14.~~15. "Malt beverage permit" means the authorization under which the licensee is permitted to sell malt beverages only.

~~15.~~16. "Manufacture" or "manufactures" means distilling or rectifying and bottling or packaging any spirituous fluid, substance or compound intended for beverage purposes which contains at least one-half of one percent alcohol by volume;

~~16.~~17. "Microbrewery" is a commercial enterprise as defined by Wyoming Statute Section 12-1-101(a)(xix).

~~17.~~18. "Operational," for nongovernmental owned properties, means offering for sale on an ongoing weekly basis for twelve months per year during the license term year to the

general public, alcohol and malt beverages as authorized, and as stated herein excluding periods of time where government issued community public health orders restrict the licensee's business operations.

~~18.19.~~ "Original package" means any receptacle or container used or labeled by the manufacturer of the substance, containing any alcoholic liquors or malt beverages.

~~19.20.~~ "Person" includes an individual person, partnership, corporation, limited liability company or association.

~~20.21.~~ "Resident" means a domiciled resident and citizen of Wyoming for a period of not less than one year who has not claimed residency elsewhere for any purpose within a one-year period immediately preceding the date of application for any license or permit authorized under this chapter.

~~21.22.~~ "Restaurant" means ~~space in a building maintained, advertised and held out to the public as a place where individually priced meals are prepared and served primarily for on-premises consumption and where the primary source of revenue from the operation is from the sale of food and not from the sale of alcoholic or malt beverages. The building shall have a dining room or rooms, a kitchen and the number and kinds of employees necessary for the preparing, cooking and serving of meals in order to satisfy the licensing authority that the space is intended for use as a full-service restaurant. The service of only fry orders or such food and victuals as sandwiches, hamburgers or salads shall not be deemed a restaurant for the purposes of this section.~~ space in a building maintained, advertised and held out to the public as a place where individually priced meals are prepared and served primarily for on-premise consumption and where the primary source of revenue from the operation is from the sale of food and not from the sale of alcoholic or malt beverages.

~~22.23.~~ "Restaurant liquor license" means the authority under which a licensee is permitted to sell alcoholic liquor and malt beverages for consumption on the premises owned or leased by the licensee, and is subject to the limitations hereinafter provided.

~~23.24.~~ "Retail liquor license" means the authority under which a licensee is permitted to sell alcoholic liquor or malt beverages for use or consumption, but not for resale.

~~24.25.~~ "Room" means an enclosed and partitioned space within a building, large enough for a person. Partitions may contain windows and doorways, but any partition shall extend from floor to ceiling.

~~25.26.~~ "Sell" or "sale" includes offering for sale, trafficking in, bartering, delivery, or dispensing and pouring for value, exchanging goods, services or patronage, or an exchange in any way other than purely gratuitously. Every delivery of any alcoholic liquor or malt beverage made otherwise than by gift constitutes a sale.

~~26.27.~~ "Special malt beverage permit" means the authority under which a licensee is permitted to sell malt beverages at public auditoriums, civic centers or events centers, meeting the qualifications hereinafter provided.

~~27.28.~~ "Weekly basis" means at least eight hours per day five days per week for forty-six weeks for retail, and bar and grill licenses at a location not owned by the state of Wyoming, Natrona county or the city of Casper, and at least five hours per day five days

per week for fifty weeks per year for a restaurant license, unless the license was issued as a seasonal license and excluding periods of time where government issued public health orders restrict community wide business operations.

~~28.29.~~ "Wholesaler" means any person, except the commission, who sells any alcoholic or malt beverage to a retailer for resale.

~~29.30.~~ "Winery" means a commercial enterprise manufacturing wine at a single location in Wyoming in quantities not to exceed ten thousand gallons per year.

5.08.080 License application—Notice, hearing and appeals procedure.

- A. When an application for a license, ~~permit, special malt beverage permit, satellite manufacturer's permit,~~ or renewal, or a transfer of location or ownership thereof has been filed with the city clerk, the clerk shall promptly prepare a notice of application, ~~place the notice conspicuously upon the premises shown by the application as the proposed place of sale,~~ and publish the notice in a newspaper of local circulation once a week for two consecutive weeks. The notice shall state that a named applicant has applied for a license, special malt beverage permit, renewal, expansion or transfer thereof, and that protests against the issuance, renewal, expansion or transfer of the license or special malt beverage permit will be heard at a designated meeting of the city council. Each applicant shall, at the time of filing his application, pay the clerk an amount sufficient to cover the costs of publishing notice. Notices may be substantially in the following form:

NOTICE OF APPLICATION FOR A _____

Notice is hereby given that on the _____ day of _____, 20____, (name of applicant) filed an application for a _____ license (permit), in the office of the Clerk of the City of Casper for the following building (insert address) and protests, if any there be, against the issuance (transfer or renewal) of the license (permit) will be heard at the hour of ____m. on the _____ day of _____, 20____, in the (meeting place of the governing body).

Dated _____

Signed City Clerk

- B. Any license or other permit authorized under this chapter shall not be issued, renewed, expanded or transferred until on or after the date set in the notice for hearing protests. If a renewal or transfer hearing, the hearing shall be held no later than thirty days preceding the expiration date of the license or special malt beverage permit. A license or special malt beverage permit shall not be issued, renewed, expanded or transferred if the city council finds from evidence presented at the hearing:
1. The welfare of the people residing in the vicinity of the proposed license or permit premises is adversely and seriously affected;
 2. The purpose of this chapter shall not be carried out by the issuance, renewal, expansion or transfer of the license or permit;

3. The number, type and location of existing licenses or special malt beverage permits meet the needs of the vicinity under consideration;
 4. The desires of the residents of the city will not be met or satisfied by the issuance, renewal or transfer of the license or special malt beverage permit; or
 5. Any other reasonable restrictions or standards which may be imposed by the city council shall not be carried out by the issuance, renewal, expansion or transfer of the license or permit.
- C. When any application is filed with the city council, the city clerk shall immediately forward a copy of the application to the division. The city council shall not approve or deny an application until the division has certified the application is complete pursuant to this subsection. All applications shall be deemed to be certified unless objection is made by the division within ten working days after receipt of the application. Upon approval or denial of an application, the city council shall promptly notify the division.
- D. An applicant for a renewal license or special malt beverage permit may appeal to the district court from an adverse decision by the city council. No applicant for a new license or permit shall have a right of appeal from the decision of the city council denying an application.
- E. Upon an appeal, the person applying for ~~a license and claiming renewal~~ preference of license shall be named as plaintiff, with the city council named as defendant. During the pendency of an appeal, a renewal license denied by the city council shall not be granted to any other applicant. Upon notice of appeal the city clerk shall transmit to the clerk of the district court a certified copy of the application, of each protest, if any, and of the minutes recording the decision appealed from. The appeal shall be heard as a trial de novo with evidence taken and other proceedings had as in the trial of civil actions. The court may accept and consider as part of the record certified documents forwarded to the court by the city clerk. The case shall be heard promptly and the procedure shall conform to the Wyoming Rules of Civil Procedure unless other procedures are provided for or required.
- F. The date the renewal application is due to the city clerk's office for renewal is the second Monday in December of each calendar year. Renewal applications received after this date will be assessed a late fee or the license will be deemed as abandoned: a late fee of two hundred fifty dollars (\$250.00) shall be assessed for applications received one to five days late; a late fee of five hundred dollars (\$500.00) shall be assessed for applications received six to ten days late; greater than ten days the license shall be deemed as abandoned and the clerk shall not accept a renewal application eleven days after the renewal application. Late fees must be paid before the city clerk will accept a renewal application.

5.08.085 Suspension of license by licensing authorities for failure to pay sales tax.

The city council may suspend any license issued under this title if the licensee fails to pay sales taxes and the division has ceased sales of alcoholic liquor to the licensee. The licensee may appeal license suspension to the district court in the manner specified under Wyoming Statutes Section 12-4-104 and the appeal proceedings shall be in accordance with the Wyoming Rules of

Appellate Procedure. The suspension shall remain in effect pending a decision by the appellate court.

5.08.090 Suspension of license by licensing authorities for failure to pay sales tax. Winery permits; authorized; conditions; satellite winery permits; direct shipment of wine; fees.

~~A. The city council may suspend any license issued under this title if the licensee fails to pay sales taxes and the division has ceased sales of alcoholic liquor to the licensee. The licensee may appeal license suspension to the district court in the manner specified under Wyoming Statutes Section 12-4-104 and the appeal proceedings shall be in accordance with the Wyoming Rules of Appellate Procedure. The suspension shall remain in effect pending a decision by the appellate court.~~

A. Subject to restrictions imposed under W.S. 12-4-103 excluding W.S. 12-4-103(a)(vi), the local licensing authority may issue a winery permit authorizing a permit holder to manufacture wine and dispense the manufactured wine for on-premises and limited off-premises personal consumption.

B. The local licensing authority:

1. May allow the sale of other wines under a winery permit for on-premises consumption when obtained from the division;
2. May allow the winery to sell its manufactured wine on site for off-premises personal consumption, not for retail sale, in packaging of bottles of an aggregate volume not to exceed two thousand twenty-eight (2,028) ounces per sale;
3. In accordance with the process established under this chapter, may allow the transfer of a winery permit to another location and ownership of the winery may be transferred upon approval by the local licensing authority;
4. Shall assess a fee of five hundred dollars (\$500.00) payable annually in advance for each winery permit. When dual ownership of a winery permit and a liquor license exists no additional fee shall be assessed other than the retail, restaurant, bar and grill or resort license fee.

C. W.S. 12-4-410 shall apply to any person holding a winery permit and a restaurant liquor license and W.S. 12-4-413 shall apply to any person holding a winery permit and a bar and grill liquor license, except that either dual holder:

1. May sell the manufactured wine for limited off-premises personal consumption pursuant to paragraph B.2 of this section;
2. May upon cessation of full service restaurant operations, serve a limited menu and continue to serve wines authorized under the winery permit;

3. Shall not include sales of wines authorized under the winery permit, or sales other than food service and alcoholic beverages, in the annual gross sales report required under W.S. 12-4-408(c).
- D. The local licensing authority may issue to the holder of a winery permit under this section a satellite winery permit which allows the permittee to sell wine manufactured at the site identified on the manufacturer's license at up to three (3) satellite locations within Wyoming separate from its licensed manufacturing site under the original permit fee. The satellite winery permit may be issued on application to the appropriate licensing authority. The local licensing authority may require a public hearing and the payment of an additional permit fee of one hundred dollars (\$100.00) regardless of the number of satellite locations. The satellite winery permit shall be subject to the terms and conditions of W.S. 12-4-106, and the licensed building provisions of W.S. 12-5-201.
- E. Notwithstanding paragraph B.2. of this section and W.S. 12-5-201, any person holding a winery permit as provided by this section, may sell and ship its manufactured wine which is not listed with the liquor division as part of its inventory and distribution operation to any Wyoming retail establishment which holds a liquor license in this state.
- F. Any licensed winery holding a winery permit pursuant to this section shall:
1. Not ship more than a total of one hundred eight (108) liters of its manufactured wine to any one (1) household in this state during any twelve (12) month period;
 2. Offer to sell its manufactured wine to the liquor division at wholesale prices if the winery ships more than ninety (90) liters total of any of its manufactured wine to any combination of households or licensed retailers in this state;
 3. Ship its manufactured wine only to individuals who are at least twenty-one (21) years of age for such individual's personal use and not for resale;
 4. Ensure that all shipping containers of manufactured wine shipped pursuant to this section are conspicuously labeled with the words: "CONTAINS ALCOHOLIC BEVERAGES. ADULT (OVER 21) SIGNATURE REQUIRED FOR DELIVERY";
 5. Ensure that all of its shipments within this state are made by a duly licensed carrier and further ensure that such carriers comply with the requirement to obtain an adult signature;
 6. Maintain records for at least three (3) years that will permit the local licensing authority to ascertain the truthfulness of the information filed and permit the City to examine licensee's records upon reasonable request.
- G. The local licensing authority may issue to a winery permit holder an off-premises wine permit for the purpose of selling its own manufactured wine at meetings, conventions, private parties, dinners and other similar gatherings to promote the holder's product. No permittee holding an off-premises wine permit shall sell or permit consumption of any of their manufactured product off the premises described in the permit. An off-premises wine permit shall be issued for one (1) twenty-four (24) hour period, subject to the schedule of operating hours set pursuant to W.S. 12-5-101. No holder of a wine permit shall receive more than twelve (12) off-premises wine permits in any one (1) calendar year. An off-premises wine permit may be issued on application to the appropriate licensing

authority. The local licensing authority may require payment of an additional permit fee of not less than ten dollars (\$10.00) nor more than fifty dollars (\$50.00) per twenty-four (24) hour period.

H. The holder of a winery permit under this section may also hold a manufacturer's license under W.S. 12-2-203(a).

5.08.100 Microbrewery ~~and winery~~ permits; ~~authorized; conditions; dual permits and licenses; satellite winery permits; direct shipment of wine; fees.~~

~~A. Subject to restrictions imposed under Casper City Code Section 5.08.150 excluding Section 5.08.150(A)(4), the city may issue:~~

- ~~1. A microbrewery permit authorizing a permit holder to brew a malt beverage and dispense the brewed malt beverage for on-premises and limited off-premises personal consumption;~~
- ~~2. A winery permit authorizing a permit holder to manufacture wine and dispense the manufactured wine for on-premises and limited off-premises personal consumption.~~

~~B. A Casper microbrewery permit or a winery permit:~~

- ~~1. Allows the sale of other malt beverages under a microbrewery permit for on-premises consumption when obtained through licensed wholesale malt beverage distributors;~~
- ~~2. May allow the sale of other wines under a winery permit for on-premises consumption when obtained from the division;~~
- ~~3. Is approved for the dual holding of a microbrewery permit or winery permit and one of the following:
 - ~~a. A retail liquor license as provided in Wyoming Statutes Sections 12-4-101 through 12-4-201;~~
 - ~~b. Subject to subsection C. of this section, a restaurant license as authorized in this chapter.~~
 - ~~c. A resort license as provided in this chapter;~~
 - ~~d. A microbrewery permit as provided under paragraph A.1 of this section;~~
 - ~~e. A winery permit as provided under paragraph A.2 of this section; or~~
 - ~~f. Subject to subsection E of this section, a bar and grill liquor license as provided in this chapter.~~~~
- ~~4. Allows the microbrewery to sell on site its brewed product for off-premises personal consumption, not for retail sale, in packaging of bottles, cans or packs of an aggregate volume not to exceed two thousand ounces per sale;~~

- ~~5.— Allows the winery to sell its manufactured wine on site for off-premises personal consumption, not for retail sale, in packaging of bottles of an aggregate volume not to exceed two thousand twenty-eight ounces per sale;~~
 - ~~6.— The number of microbreweries or the number of wineries are limited to no more than those allowed in Wyoming Statutes Section 12-4-201(d) for each permit;~~
 - ~~7.— May allow the transfer of a microbrewery or winery permit to another location and ownership of the microbrewery or winery may be transferred upon approval by the local licensing authority; and~~
 - ~~8.— Shall be assessed a fee of subject to the renewal each year payable annually in advance for each microbrewery or winery permit. When dual ownership of a microbrewery or winery permit and a liquor license exists no additional fee shall be assessed other than the retail, restaurant or resort license fee.~~
- ~~C.— Wyoming Statutes Section 12-4-410 shall apply to any person holding a microbrewery or winery permit and a restaurant liquor license pursuant to subparagraph B.3.b of this section, except the dual holder:~~
- ~~1.— Reserved.~~
 - ~~2.— May sell the brewed malt beverage or manufactured wine for limited off-premises personal consumption pursuant to paragraphs B.4 and 5 of this section;~~
 - ~~3.— May upon cessation of full service restaurant operations, serve a limited menu and continue to serve malt beverages authorized under the microbrewery permit or wines authorized under the winery permit; and~~
 - ~~4.— Shall not include sales of malt beverages or wines authorized under the microbrewery or winery permit, or sales other than food service and alcoholic beverages in the annual gross sales report required under Wyoming Statutes Section 12-4-408(e).~~
- ~~D.— In addition to subsection B. of this section, a winery permit under this section will include the availability to apply for an issued satellite winery permit which may allow the permittee to sell wine manufactured at the site identified on the manufacturer's license at up to three satellite locations within Wyoming separate from its licensed manufacturing site under the original permit fee. The satellite winery permit may be issued on application to the appropriate licensing authority. The application will require a public hearing and the payment of an additional permit fee of one hundred dollars regardless of the number of satellite locations. The satellite winery permit shall be subject to the terms and conditions of Wyoming Statutes Section 12-4-106, the schedule of operating hours established by this chapter and the licensed building provisions of Wyoming Statutes Section 12-5-201.~~
- ~~E.— The provisions of Wyoming Statutes Section 12-4-413 shall apply to any person holding a microbrewery or winery permit and a bar and grill liquor license pursuant to subparagraph B.3.f of this section, except the dual holder:~~
- ~~1.— May sell the brewed malt beverage or manufactured wine for limited off-premises personal consumption pursuant to paragraphs B.4 and 5 of this section;~~

2. ~~May upon cessation of full service restaurant operations serve a limited menu and continue to serve malt beverages authorized under the microbrewery permit or wines authorized under the winery permit; and~~
 3. ~~Shall not include sales of malt beverages or wines authorized under the malt beverage or winery permit, or sales other than food service and alcoholic beverages, in the annual gross sales report required under Wyoming Statutes Section 12-4-408(e).~~
- F. ~~Notwithstanding paragraph B.5 of this section and Wyoming Statutes Section 12-5-201, any person holding a winery permit as provided by this section, may sell and ship no more than a total of eighteen liters of its manufactured wine directly to any one household in this state in any twelve month period.~~
- G. ~~Notwithstanding paragraph B.5 of this section and Wyoming Statutes Section 12-5-201, any person holding a winery permit as provided by this section, may sell and ship its manufactured wine which is not listed with the liquor division as part of its inventory and distribution operation to any Wyoming retail establishment which holds a liquor license in this state.~~
- H. ~~Any winery permit holder pursuant to this section shall:~~
1. ~~Reserved;~~
 2. ~~Reserved;~~
 3. ~~Ship its manufactured wine only to individuals who are at least twenty-one years of age for such individual's personal use and not for resale;~~
 4. ~~Ensure that all shipping containers of manufactured wine shipped pursuant to this section are conspicuously labeled with the words: "CONTAINS ALCOHOLIC BEVERAGES. ADULTS (OVER 21) SIGNATURE REQUIRED FOR DELIVERY";~~
 5. ~~Ensure that all of its shipments within this state are made by a duly licensed carrier and further ensure that such carriers comply with the requirement to obtain an adult signature;~~
 6. ~~Reserved;~~
 7. ~~Maintain records for at least three years that will permit the liquor division to ascertain the truthfulness of the information filed and permit the division to perform an audit of the licensee's records upon reasonable request.~~
- I. ~~In addition to the one additional license or permit authorized under paragraph B.3 of this section, the holder of a microbrewery or winery permit under this section may also hold a malt beverage permit under Casper City Code Section 5.08.140(C).~~
- A. Subject to restrictions imposed under W.S. 12-4-103 excluding W.S. 12-4-103(a)(vi), the local licensing authority may issue a microbrewery permit authorizing a permit holder to brew a malt beverage and dispense the brewed malt beverage for on-premises and limited off-premises personal consumption. ~~Notwithstanding W.S. 12-5-201 and for~~ For the purposes of this section, "on-premises" may include a fenced or enclosed area immediately adjacent to the licensed brewing site as approved by the local licensing authority. The

dispensing of malt beverages in an immediately adjacent area authorized by this paragraph shall be subject to the schedule of operating hours set by the local licensing authority. Any microbrewery permit holder shall:

1. Maintain records for at least three (3) years that will permit the local licensing authority to ascertain the truthfulness of the information filed within the state and permit the City to examine the licensee's records upon reasonable request.

B. The local licensing authority:

1. May allow the sale of malt beverage obtained through a contract brewing arrangement and other malt beverages under a microbrewery permit for on-premises consumption when obtained through licensed wholesale malt beverage distributors;
2. May allow the microbrewery to sell on site its brewed product and its malt beverage obtained through a contract brewing arrangement for off-premises personal consumption, not for retail sale, in packaging of bottles, cans or packs of an aggregate volume not to exceed two thousand (2,000) ounces per sale;
3. In accordance with the process established under this chapter, may allow the transfer of a microbrewery permit to another location and ownership of the microbrewery may be transferred upon approval by the local licensing authority; and
4. Shall assess a fee of five hundred dollars (\$500.00) payable annually in advance for each microbrewery permit. When dual ownership of a microbrewery permit and a liquor license exists no additional fee shall be assessed other than the retail, restaurant, bar and grill or resort license fee.

C. W.S. 12-4-410 shall apply to any person holding a microbrewery permit and a restaurant liquor license and W.S. 12-4-413 shall apply to any person holding a microbrewery permit and a bar and grill liquor license, except that either dual holder:

1. May sell the brewed malt beverage for limited off-premises personal consumption pursuant to paragraph B.2. (b)(ii) of this section;
2. May upon cessation of full service restaurant operations, serve a limited menu and continue to serve malt beverages authorized under the microbrewery permit;
3. Shall not include sales of malt beverages authorized under the microbrewery permit, or sales other than food service and alcoholic beverages, in the annual gross sales report required under W.S. 12-4-408(c).

D. The local licensing authority may authorize a microbrewery to operate at more than one (1) location. The local licensing authority may require the payment of an additional permit fee of one hundred dollars (\$100.00) regardless of the number of locations authorized for the microbrewery. All locations shall be subject to all provisions of this chapter related to the operation of a microbrewery.

E. The holder of a microbrewery permit under this section may also hold a manufacturer's license under W.S. 12-2-203(a).

5.08.105 Manufacturing and rectifying.

- A. A holder of a manufacturer's license who is a federally licensed distiller or rectifier may dispense free of charge at the site identified on the manufacturer's license samples in quantities not to exceed one and one-half ounces of their product manufactured at the site identified on the manufacturer's license and no more than three ounces of samples per consumer per day. The dispensing of samples shall be subject to the schedule of operating hours set pursuant to ~~Wyoming Statutes Section 12-5-101 and~~ the licensed building provisions provided in Wyoming Statutes Section 12-5-201.
- B. 1. The local licensing authority may issue to the holder of a manufacturer's license granted under subsection A of this section who is a federally licensed distiller or rectifier, a satellite manufacturer's permit which allows the permittee to sell product manufactured at the site identified on the manufacturer's license at not more than one satellite location within Wyoming separate from its manufacturing site under the original permit. All products sold at a manufacturer's satellite location shall be obtained through the division. The satellite manufacturer's permit may be issued on application to the appropriate licensing authority. The local licensing authority shall require a public hearing and the payment of an additional permit fee of one hundred dollars (\$100.00). The satellite manufacturer's permit shall be subject to the terms and conditions of Wyoming Statutes Section 12-4-106, the schedule of operating hours established in this chapter and the licensed building provisions pursuant to Wyoming Statutes Section 12-5-201.
2. A manufacturer's off-premises permit authorizes the permittee to sell product manufactured at the site identified on the manufacturer's license only for sales at meetings, conventions, private parties, dinners and other similar gatherings to promote their product. No permittee holding a manufacturer's off-premises permit shall sell or permit consumption of any of their manufactured product off the premises described in the permit. An off-premises permit shall be issued for one, twenty-four-hour period, subject to the schedule of operating hours set in this chapter. No holder of a manufacturer's license shall receive more than twelve off-premises permits in any one calendar year. An off-premises permit may be issued on application to the appropriate licensing authority. The local licensing authority may require payment of fifty dollars (\$50.00)~~zero dollars~~ per twenty-four-hour period.
- C. For purposes of this section:
1. "Distiller" includes any person who:
 - a. Produces distilled spirits from any source or substance;
 - b. Brews or makes mash, wort or wash fit for distillation or for the production of distilled spirits, other than the making or using of mash, wort or wash in the authorized production of wine or beer, or the production of vinegar by fermentation;
 - c. By any process separates alcoholic spirits from any fermented substance; or

- d. Making or keeping mash, wort or wash, has a still in operation at the site identified on the manufacturer's license.
2. "In operation" for this section means is currently being operated or has been operated in the preceding twelve months with all necessary permits;
3. "Manufacture" or "manufactured" means distilling or rectifying and bottling or packaging any spirituous fluid, substance or compound intended for beverage purposes which contains at least one-half of one percent alcohol by volume;
4. "Rectifier" includes any person who colors, flavors or otherwise processes distilled spirits by distillation, blending, percolating or other processes.

5.08.110 ~~Reserved.~~ Delivery of alcoholic liquors and malt beverages.

A. Retail liquor licensees, microbrewery permit holders, winery permit holders, winery satellite permit holders and manufacturer licensees with a satellite location may deliver or contract to have delivered alcoholic liquors and malt beverages to customers provided:

1. All sales of alcoholic liquors and malt beverages under this subsection shall take place in the licensed building. Orders of alcoholic liquors and malt beverages may be placed by phone, online or through a mobile application. All deliveries under this subsection shall be completed during the licensee's remaining operating hours on the same day the alcoholic liquors or malt beverages are removed from the inventory of the licensed premise;
2. No order shall be received nor shall any delivery be made to or by a person under the age of twenty-one (21) years. All deliveries shall require the purchaser to provide to the deliverer a valid government issued identification demonstrating the purchaser is twenty-one (21) years of age or older;
3. All package sales and deliveries of alcoholic liquors and malt beverages for off-premises consumption shall be sealed. For purposes of this paragraph, "sealed" means a product enclosed:
 - a. In its original package and unopened;
 - b. In a plastic bag and heat sealed closed; or
 - c. In a container that has a breakable seal incorporated in the container cap.
4. Any contract delivery service shall adhere to the requirements of this chapter when delivering alcoholic liquors and malt beverages; and

5. Microbrewery permit holders, winery permit holders, winery satellite permit holders and manufacturer licensees with a satellite location shall only deliver or contract to have delivered their respective manufactured products.

6. Only retail liquor licenses, microbrewery permit holders, winery permit holders, winery satellite permit holders and manufacturer licenses with a satellite location, which have been issued licenses or permits by the City Council of Casper, Wyoming, may engage in the delivery of alcoholic liquor and malt beverages within the confines of Casper's City limits. Wine sold pursuant to federal and state laws must be "shipped" to residences or wholesalers within the Casper City Limits.

5.08.130 Special malt beverage permit; public auditoriums, civic centers or event centers.

A. Special malt beverage permits are authorized pursuant to the following:

1. Public auditoriums, civic centers and events centers meeting the qualifications of ~~subsection B of~~ this section may be licensed by the city council under ~~a~~ special malt beverage permits.

2. The permits may limit where the malt beverages may be sold and consumed.

3. ~~B.~~———To qualify for a special malt beverage permit an applicant must meet the following requirements:

a. ~~1.~~——The applicant must be a responsible person or organization;

b. ~~2.~~——The public auditorium, civic center or events center shall be owned by the city, county, the state, or the DDA which has an attendance capacity for no less than four hundred (400) persons and is used for public gatherings;

c. ~~3.~~——The person or organization applying for ~~the an operating~~ permit, if not the owner of the public auditorium, civic center, or events center, must hold a written agreement with the owner of the public auditorium, civic center or events center, giving said applicant the right to sell concessions within the building or location for ~~a either daily use or for period of no less than~~ the license year (April 1 to March 31 for which the application is made.)

4. ~~C.~~———No person or organization holding a special malt beverage permit shall sell any alcoholic liquor other than malt beverages on the premises or location described on the permit, nor shall any malt beverage be sold for consumption off the premises or outside the location authorized by the permit. It shall be an obligation and a responsibility of the holder of the permit to see that no sales are made to any person under the age of twenty-one (21) years and there be no violations of this chapter.

5. ~~D. The An~~ -annual permits authorized by this section shall be issued after a hearing on the application, and the license fee of one thousand dollars (\$1,000.00) shall be payable annually in advance. Daily permits may be issued by the city clerk's office,

subject to the requirements of this section; the fee for a daily permit shall be fifty dollars (\$50.00).

6. ~~E.~~ — The permits shall be subject to such rules and regulations as may be established by the city council.

5.08.140 - Malt beverage and catering permits for public events.

- A. 1. A malt beverage permit, authorizing the sale of malt beverages only, may be issued by the city manager or his or her designee to any responsible person or organization for sales at a picnic, bazaar, fair, rodeo, special holiday or similar public gathering. No person or organization holding the special permit shall sell any alcoholic liquor other than malt beverages at the location described on the permit, nor shall any malt beverage be sold or consumed outside the location authorized by the permit. Privately owned or leased locations shall be subject to the restrictions set forth in subsections G and H.
2. Any person selling or dispensing a malt beverage pursuant to this subsection shall have competed successfully an alcohol server training program as approved by W.S. Section 12-2-402.

The person and the organization which requested and were issued the malt beverage permit are jointly and severally liable for any fine imposed by the court for a violation of Chapter 5.08 of the Casper Municipal Code.

- B. A catering permit authorizing the sale of alcoholic liquor and malt beverages may be issued by the city manager or his or her designee to any person holding a retail liquor license authorizing the off-premises sale of both alcoholic and malt beverages, for sales at ~~meetings, conventions, private parties and dinners, or at other similar gatherings events~~ not capable of being held within the licensee's licensed premises. No licensee holding a catering permit shall sell or permit consumption of any alcoholic liquor or malt beverage outside the location described in the permit, except as to a special area or district as authorized by resolution adopted by the City Council pursuant to Casper Code Section 5.08.480 4. Catering permits under this subsection shall not be valid to operate a continuing business.
- C. The permits authorized by this section shall be issued for one twenty-four-hour period, subject to the schedule of operating hours provided by this chapter. No person or organization shall receive more than a total of twelve malt beverage and thirty-six catering permits for sales at the same location in any one year. The holder of a Casper microbrewery permit issued under this Chapter may hold a malt beverage permit for the purpose of selling the permittee's own brewed malt beverages.
- D. The malt beverage permit and the catering permit shall be issued on application to the city manager or his or her designee without public notice or hearing. An application for a malt beverage permit or catering permit under this section shall be accompanied by a designation of the event for which the application is sought specifying the type of event

and the name of the sponsor. Any applicant applying for a permit authorized by this section and having licensed premises located within a jurisdiction other than that jurisdiction to which application is made shall secure the written approval of the licensing authority of that jurisdiction in which the licensed premises are located prior to filing an application for a permit.

- E. The fee for the malt beverage permit and the catering permit shall be fifty dollars (\$50.00) per twenty-four-hour period, payable to the city.
- F. Applications shall be submitted on a form approved by the city manager or his or her designee.
- G. Applications for malt beverage permits may be denied due to any of the following conditions:
 - 1. Conviction of the following individuals and entities for one or more of the following offenses related to a similar event or location within the preceding five years prior to the date of the application as follows:
 - a. Applicant or applicant's entity principals, employees, agents, or representatives while travelling to or from the event or at the event:
 - i. Driving while under the influence,
 - ii. Public intoxication,
 - iii. Disturbing the peace/noise offense,
 - iv. Serving after hours at location,
 - v. Controlled substances offenses,
 - vi. Serving to a minor,
 - vii. Selling alcohol without a license,
 - viii. Violation of any provision of Chapter 5.08 of the Casper Municipal Code.
 - 2. Convictions of any patron, guest, attendee, employee, owner, applicant, or principal resulting from four or more of any of the following offenses occurring at, or stemming from, an event location for which a permit is being applied for, within three hundred sixty-five days prior to the date of the application as follows:
 - a. Minor in possession,
 - b. Disturbing the peace/noise offense,
 - c. Selling alcohol without a license,
 - d. Furnishing alcohol to minor,
 - e. Driving while under the influence,
 - f. Controlled substances offense.
 - 3. Applicant's business entity is not in good standing with the State of Wyoming Secretary of State.

4. Applicant lack of valid Wyoming sales tax permit.
5. Applicant nonresident of Wyoming.
6. Applicant not obtaining other required permits, including, but not limited to, open container, street closure, and food service permits.

Any denial by the city manager or his designee may be appealed to the city council by the applicant filing a written notice of appeal with the city manager within ten days of the denial. The appeal will be considered within thirty days of the written notice of appeal being filed. Council's decision is final.

Upon denial, or final denial of any malt beverage permit for any of the reasons listed in this section, applicant may apply for future malt beverage permits after the expiration of three hundred sixty-five days from the date of any such denial.

The provisions of this section shall become applicable for any license applied for or any conviction of the listed offenses occurring after the effective date of this ordinance.

- H. Any permit issued under this section may be revoked at any time on the discretion of the city manager, or his or her designee, or the chief of police, or his or her designee, if the event poses a risk to public safety or welfare. Upon revocation, all sales and consumption of alcohol shall cease.

5.08.150 License holder restrictions.

- A. A license or permit authorized by this chapter shall not be held by, issued or transferred to:
1. Any party who does not own the licensed building or hold a written lease for a period for which the license will be effective, containing an agreement by the lessor that alcoholic liquor or malt beverages may be sold upon the leased premises, except as provided by subdivision 2 of this subsection;
 2. Any licensee who fails to demonstrate that his licensed alcoholic or malt beverage enterprise will be operational in a planned but not physically functional building within one year after a license or permit has been issued or transferred, or if holding a license, fails to open his business in a functional building within one year after license issuance or transfer. Upon a showing of good cause by the licensee and for an additional period of not to exceed one year, the local licensing authority may extend the time period in which the business or enterprise of the licensee is required to become operational for business pursuant to this subsection. Any license or permit in violation of this subsection shall not be renewed by the city council;
 3. Any licensee, except a twenty-four hour malt beverage permit holder, who does not annually purchase at least two hundred fiftyseven thousand five hundred dollars (\$7,500.00) of alcoholic liquors or malt beverages from the commission or any authorized malt beverage wholesaler, except any licensee having a planned building not in existence or operational pursuant to subdivision 2 of this subsection; or in the case of a manufacturer, micro-brewery, or -winery the sale of seven thousand five hundred dollars (\$7,500.00) of product annually, except any

licensee having a planned building not in existence or operational pursuant to subsection 2., of this section.

4. A manufacturer of alcoholic beverages or wholesaler of malt beverages; provided, however, this prohibition is not intended to prevent the manufacture from the sale of alcoholic beverages manufactured by the Casper licensed manufacturer or the sale of malt beverages under a microbrewery license issued pursuant to this Chapter or an off-premises permit pursuant to Section 5.08.105(B)(1) and (B)(2) and except as provided in Section 5.08.100(I).
 5. A person under twenty-one years of age;
 6. A college fraternity or organization created by one or more college fraternities;
 7. A chamber of commerce;
 8. A corporation or a limited liability company which has not qualified to do business in Wyoming;
 9. An individual who is not a resident; or
 10. Any partnership or group of two or more persons unless each individual interested, directly or indirectly, is a resident.
 11. Except as provided in subsection 12 of this section, a license or permit authorized by this chapter shall not be renewed if the licensee or permittee did not, during the previous one-year term of the license or permit, purchase at least two hundred fifty dollars (\$50.00) of alcoholic or malt beverages from the commission or any authorized malt beverage wholesaler. A retail liquor license shall not be renewed if the licensee did not, during the previous one-year term of the license, purchase at least two thousand dollars (\$2,000.00) of alcoholic beverages from the commission, excluding malt beverage purchases;
 12. Subsection 11 of this section shall not apply to:
 - a. Any licensee or permittee having a planned but not physically functional building pursuant to subsection 4 of this section;
 - b. Holders of special permits issued under Sections 5.08.130 and 5.08.140 of this code.
- B. No more than one license or permit shall be issued to any one person, except for malt beverage or catering permits, or in conjunction with a microbrewery license as provided in this chapter.

5.08.220 License—Transfer conditions and procedures.

- A. Except as otherwise provided, after public hearing and subject to the approval of the city council, a license or permit may be transferred to or renewed on different premises on the same basis as the original application or a licensed or permitted facility may be expanded. An additional license fee of not more than one hundred dollars (\$100.00), as specified by city council resolution, is required for the remaining term of the license or permit. A transferred license or permit shall expire on the same day as the original license or permit.

- B. A licensee, or the executor or administrator of the estate of a deceased licensee, may assign or transfer the license or permit by a sale made in good faith. The assignment and transfer shall first have the approval of the city council, which consideration shall be based in part upon a public hearing and an application filed under oath by the assignee or transferee showing the person or entity to be qualified to hold a license or permit under Wyoming law. The approval of the transfer shall not be given by the city council if proceedings, including an action to collect delinquent sales tax payments pursuant to Wyoming Statutes Section 12-2-306, are pending to suspend, revoke or otherwise penalize the original license or permit holder. A transfer of a license or permit shall require the payment of an additional license fee to the city of not more than one hundred dollars (\$100.00) for the transfer, and upon assignment the assignee may exercise the privilege of continuing the business authorized by the license or permit.
- C. No license or permit shall be transferred or sold except as provided in this chapter, or used at or for any location not described in the license or permit at the time of issuance. No license or permit shall be subject to attachment, garnishment or execution.

5.08.290 Resort retail license.

- A. The city council may issue resort retail liquor licenses to applicants who meet the requirements of Wyoming Statutes Section 12-4-401. All applicants for issuance or renewal of a resort liquor license shall comply with all applicable state statutes as they may be amended from time to time.
- B. A resort liquor licensee may contract or subcontract for the provision of food and beverage services on the licensed premises. However, the resort liquor licensee shall remain subject to all applicable laws, rules, regulations and penalties including the provisions of W.S. 12-2-306 and 12-7-103 and this chapter.

5.08.330 Restaurant license—Sale and consumption conditions.

- A. Except as provided in subsection F of this section, restaurant liquor licensees shall not sell alcoholic liquor or malt beverages for consumption off the premises owned or leased by the licensee. Except as provided in subsections B and F of this section, alcoholic or malt beverages shall be served for on-premises consumption only, in dining areas which are adequately staffed and equipped for all food services offered by the restaurant.
- B. 1. Alcoholic liquor and malt beverages shall be dispensed and prepared for consumption in the licensed building in areas approved by the local licensing authority. No consumption of alcoholic or malt beverages shall be permitted within the dispensing room, areas nor shall any person other than employees over eighteen (18) years of age be permitted to enter the dispensing areas
2. No restaurant liquor licensee shall promote or operate the restaurant as a bar and lounge

3. No restaurant liquor license shall be issued to a restaurant with an operation drive-up window.

~~Alcoholic liquor and malt beverages shall be dispensed and prepared for consumption in one room, and one additional room if authorized by the city council upon the licensed premises separated from the dining area in which alcoholic liquor and malt beverages may be served, and in the case of a golf course upon which a restaurant liquor license is operational, at dispensing areas on the premises of the golf course as provided by subsection E hereof. No consumption of alcoholic liquor or malt beverages shall be permitted within the dispensing room or rooms, nor shall any person other than employees who are at least eighteen years of age be permitted to enter a dispensing room. If a restaurant has a dispensing room separate from the dining area which is licensed prior to February 1, 1979, for purposes of alcoholic liquor or beverage sales and consumption, the restaurant may dispense alcoholic liquor or malt beverages in the separate dispensing room under a restaurant liquor license, and any person who is at least eighteen years of age is permitted to enter the separate dispensing room.~~

- C. No alcoholic liquor or malt beverages shall be served to an individual person unless served in conjunction with meals served to, and eaten by, the individual person. However, nothing herein provided shall prohibit the sale of alcoholic liquor or malt beverages to any person whom the licensee, his agents or employees, reasonably believe has the intention of ordering and eating a meal.
- D. All sales of alcoholic or malt beverages authorized by a restaurant liquor license shall cease at the time food sales and services cease, or at the hours specified by Section 5.08.390, if food sales and services extend beyond the hours specified therein.
- E. With the approval and on the conditions imposed by the city council, any restaurant liquor licensee operating on a golf course may dispense alcoholic beverages from any location on the premises of the golf course, and such holders shall comply with all applicable sanitation and fire hazard requirements, and other applicable laws.
- F. A restaurant liquor licensee may permit a patron to remove one unsealed bottle of wine for off-premises consumption provided that the patron has purchased a full course meal and consumed a portion of the bottle of wine with the meal on the restaurant premises. For purposes of this subsection the term "full course meal" shall mean a diversified selection of food which is ordinarily consumed with the use of tableware and cannot conveniently be consumed while standing or walking. A partially consumed bottle of wine that is to be removed from the premises pursuant to this subsection shall be securely sealed by the licensee or an agent of the licensee and placed in a tamper-proof transparent bag which shall also be securely sealed prior to removal from the premises, so that it is visibly apparent that the resealed bottle of wine has not been tampered with. The licensee or agent of the licensee shall provide a dated receipt for the bottle of wine to the patron. Wine which is resealed in accordance with the provisions of this subsection shall not be deemed an open container for purposes of Section 5.08.480.

- G. No restaurant liquor licensee shall promote the restaurant as a bar and/or lounge nor shall the licensee compete with a retail liquor licensee in activities other than dinner functions, including, but not limited to, dances, receptions, and other social gatherings.

5.08.350 Location—General conditions.

- A. Except as provided in paragraph G., ~~T~~the principal place in which alcoholic liquor and malt beverages are sold under a retail liquor license shall be located in one building upon the premises for which the retail liquor license is issued and as approved by the licensing authority.
- B. Except as provided in paragraph G., ~~A~~alcoholic beverages secured in the licensed building by a server may be served only in the licensed building, and in an immediately adjacent fenced or enclosed area as approved by the city council. This area shall not be in another building.
- C. The retail licensee may separate the facility for the sale of alcoholic liquor and malt beverages for off-premises consumption from the facility used to serve customers for on-premises consumption.
- D. A separated facility for making sales for off-premises consumption shall be separated by a glass or other suitable partition when a connection doorway exists to permit persons to pass freely between the two facilities.
- E. The licensee, an employee, or a licensed operator is to be present in the licensed building used for the selling or dispensing of malt beverages or alcoholic liquors at all times during hours of operation.
- F. All licensees, other than resort licensees and limited retail licensees, are required to post signage on all exits from the licensed building stating:

"No alcohol beyond this point per City of Casper Ordinance."

All licensees of limited retail or resort liquor licenses shall post signage on all driveway and pathway exits from the legal boundary of the lot or lots under the ownership or lease by the licensee stating:

"No alcohol beyond this point per City of Casper Ordinance."

- G. A holder of a resort retail liquor license, a golf club that holds a retail liquor license, a restaurant liquor license or a club limited retail liquor license or a holder of a retail liquor license or restaurant liquor license operating on a guest ranch may dispense alcoholic beverages from any location within the boundaries of the licensee's premises. The premises shall be a single property within a contiguous boundary upon which the licensee is located and which shall be identified in the license. Any location on the premises where alcoholic beverages are dispensed as approved by the city council shall comply with applicable sanitation and fire hazard requirements and other applicable laws. The city council shall, as often as necessary, have inspected the licensed location where alcoholic beverages are dispensed to ensure that the licensee is in compliance with sanitation and fire hazard requirements.

~~HG.~~ No person under the age of twenty-one shall enter or remain in an establishment that is primarily for off-premise sales of alcoholic liquor or malt beverages unless accompanied by a parent, spouse or legal guardian who is twenty-one years of age or older.

5.08.390 Hours of sale generally—Exceptions—Designation of dates for unrestricted operation.

- A. All licensees except club licensees ~~and satellite manufacturer's permit holding liquor licenses~~ shall be controlled by the following schedule for operating hours:
1. A licensee may commence the selling, serving, or dispensing of alcoholic liquors or malt beverages at six a.m. and shall cease the sale of both alcoholic liquor and malt beverages promptly at the hour of two a.m. the following day. Any portion of any building used by the licensee for the selling, serving, dispensing, or consumption of alcoholic liquors or malt beverages shall be cleared of all persons other than employees by two-thirty a.m. The licensee shall ensure that all consumption of alcoholic liquors or malt beverages has ceased by two-thirty a.m. within all areas of the licensed building, or in the case of resort licensees, within the boundary of the lot or lots under the ownership or lease by the licensee, other than in private hotel or motel rooms;
 2. Clubs holding a limited retail liquor license may commence the selling, serving, or dispensing of alcoholic liquors or malt beverages each day at nine a.m. and shall cease sales of alcoholic liquor and malt beverages promptly at the hour of two a.m. of the following day and shall clear the licensed building of all persons other than employees by two-thirty a.m. Clubs holding a limited retail liquor license may remain open past two a.m. on the morning of January 1st.
 3. The hours of operating designated in subsection A of this section may be modified on no more than four days each calendar year by a resolution of the city council, designating those dates during city or county fairs, rodeos, pageants, jubilees, special holidays or similar public gatherings when all licensees may continuously operate their licensed building, or licensed resort or club premises for a period of twenty-four hours beginning at six a.m.

5.08.430 Minors—Possession of alcohol or public intoxication.

- A. ~~For the purpose of this section "possess" includes the consumption of, or the actual possession of alcoholic liquor or malt beverages. Any person who sells, furnishes, gives or causes to be sold, furnished or given away any alcoholic liquor or malt beverage to any person under the age of twenty-one (21) years, who is not his legal ward, medical patient or member of his own immediate family, is guilty of a misdemeanor. This subsection does not apply to sales by the division or a wholesaler to a licensee under this chapter.~~
- B. ~~Except as otherwise provided in this title, no person under the age of twenty-one (21) years shall:~~
- ~~1. Purchase or attempt to purchase any alcoholic liquor or malt beverage;~~
 - ~~2. Solicit another person to purchase alcoholic liquor or malt beverage;~~

3. Possess any alcoholic liquor or malt beverage;
4. Consume any ethyl alcohol;
5. Have measurable blood, breath or urine alcohol concentration in his body;
6. Enter or remain in designated sales areas approved by the local licensing authority that is primarily for off-premise sales of alcoholic liquor or malt beverages unless accompanied by a parent, spouse or legal guardian who is twenty-one (21) years of age or older; or
7. Dispense or sell any alcoholic liquor or malt beverage The term “dispensing” means mixing or pouring alcoholic liquors or malt beverages.

C. This section shall not apply to possession of alcoholic liquor or malt beverages or consumption of ethyl alcohol by a person under the age of twenty-one (21) years in accordance with this title:

1. Who is in the physical presence of his parent, spouse or legal guardian who is twenty-one (21) years of age or older;
2. As part of a church’s or religious organization’s religious services; or
3. For medicinal purposes if the alcoholic liquor, malt beverage or ethyl alcohol is furnished:
 - a. By the person’s parent, spouse or legal guardian who is twenty-one (21) years of age or older; or
 - b. Pursuant to a lawful prescription.

D. The prohibitions against possession of alcoholic liquor or malt beverages by a person under the age of twenty-one (21) years specified in this section shall not apply:

1. When the person is making a delivery of alcoholic liquor or malt beverages pursuant to his employment;
2. When the person is serving alcoholic liquor or malt beverages pursuant to his employment in a restaurant which holds a license to serve alcoholic liquor or malt beverages, if the person is at least eighteen (18) years of age. The term “serving” in this paragraph does not include the mixing or dispensing of alcoholic beverages; or
3. To a person who is a licensee under this title.

E. Any person under the age of twenty-one (21) years who attempts in any manner to purchase alcoholic or malt beverages or who falsifies any identification or uses any false identification in order to obtain alcoholic or malt beverages is guilty of a misdemeanor.

F. It is declared to be illegal for any person to attempt to commit any offense under this section. Any person convicted of such attempt is subject to fine or jail or both, which punishment may not exceed the maximum punishment prescribed for illegally possessing alcoholic liquor or malt beverages under this section.

~~It is declared to be illegal and a violation of this chapter for any person under the age of twenty-one years to have alcoholic liquor or malt beverages in his or her possession, or to be drunk or under the influence of alcoholic liquor or malt beverages on any street or highway or in any public place. Provided, however, this subsection does not apply to possession of alcoholic liquor or malt beverages by a person under the age of twenty-one years:~~

- ~~1. When making delivery of alcoholic or malt beverages pursuant to his lawful employment;~~
- ~~2. Who is in the physical presence of his or her parents or legal guardian;~~
- ~~3. Is a licensee under this title; or~~
- ~~4. When serving alcoholic or malt beverages pursuant to his or her employment if the person is at least eighteen years of age.~~G.

~~C. It is declared to be illegal for any person to attempt to commit any offense under this section. Any person convicted of such attempt is subject to fine or jail or both, which punishment may not exceed the maximum punishment prescribed for illegally possessing alcoholic liquor or malt beverages under this section.~~

5.08.480 Open container restrictions.

A. It is unlawful:

1. For any person to sell or dispense alcoholic liquor or malt beverages in open containers from the licensed facilities used to serve customers for off-premises consumption, commonly referred to as a "drive-up window";
2. To operate a motor vehicle in which alcoholic liquor or malt beverages are present in an open container, unless the opened container is in the trunk, an outside compartment, or an inside compartment of a vehicle without a trunk; provided, the inside compartment is not accessible to the driver or any other person in such vehicle, i.e., the cargo area behind the rear most seat in a passenger van or station wagon when no passenger occupies the rear most seat;
3. To possess or consume alcoholic liquor or malt beverages from an open container in a motor vehicle;
4. To possess or dispense alcoholic liquor or malt beverages in an open container in any open space and certain structures in the city unless a license or permit authorizing same has been issued by the city manager or his or her designee. The city council too, may by resolution create special areas or districts, in which the possession of open containers is permitted between the Friday preceding Memorial Day and Labor Day of each calendar year; however, the periods of time as well as the boundaries of special areas or districts may be established and/or modified by

resolution adopted by the city council. Additional restrictions on beverage distribution, tracking, and event control may also be established by resolution of the city council. Nothing in this chapter shall be interpreted as authorizing the possession of open containers of alcoholic liquor or malt beverages in or on motor vehicles;

5. For any person or lessee of an unlicensed restaurant to permit any person to possess or consume alcoholic liquor or malt beverages from an open container within the restaurant.
6. Notwithstanding this section, a resealed bottle of wine may be transported as provided in the restaurant license section.

B. Definitions.

1. "Certain structures" means any offices, or structure excluding those duly licensed to sell or dispense alcoholic liquor or malt beverages.
2. "Open container" means any glass, cup, bottle, can or other receptacle or vessel used for drinking, other than the beverage's original unopened package or container, the seal of which has not been broken and from which the original cap, cork or other means of closure has not been removed.
3. "Open space" means any street, alley, public way, sidewalk, public or private parking lot set aside for business use, and any other unenclosed public property. However, any golf course within the city limits shall not be considered open space.

C. Exceptions.

1. Alcoholic liquor or malt beverages may be consumed by a passenger of legal drinking age within a privately owned commercial vehicle designated for-hire, to provide prearranged passenger transportation on a dedicated basis. The commercial vehicle must have passenger seating, behind the operator/driver for at least five (5) adults and no more than fourteen (14) adults. There must be a physical partition separating the driver or operator's seat from the passenger compartment of the commercial vehicle or at least five (5) linear feet of distance must separate the driver or operator of the commercial vehicle from the nearest passenger. No one other than the driver or operator may be present in the driver's area/compartments. No alcoholic liquor or malt beverages may be in the driver's area/compartments. No occupant of the vehicle may be under the age of twenty-one (21) years old.

5.08.510 Beer keg regulations. Reserved

- A. ~~All licensees operating within the city who sell keg beer or party balls for consumption off licensed premises shall positively identify the purchaser by name, address, date of birth and shall maintain a state form on file for use of local authorities, if necessary.~~
- B. ~~Anyone selling keg beer or party balls for off-premises consumption who fails to require the signing of a receipt at the time of sale is guilty of a misdemeanor.~~
- C. ~~Any purchaser of keg beer or party balls who knowingly provides false information on the receipt required by subsection A above shall be guilty of a misdemeanor. Such person shall be punished by a fine of not less than three hundred fifty dollars nor more than seven hundred fifty dollars for the first conviction of this section. For a second conviction of this section within twelve months, such person shall be punished by a fine of not less than five hundred dollars nor more than seven hundred fifty dollars.~~
- D. ~~As used in this section, "keg" means any brewery sealed, individual container of beer having a liquid capacity of seven and one-half gallons or more. "Party ball" means any brewery sealed container of beer having a liquid capacity of five and one-quarter gallons.~~

PASSED on 1st reading the 20th day of July, 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

AN ORDINANCE UPDATING AND AMENDING CHAPTER 5.08 OF THE CASPER MUNICIPAL CODE, INCLUDING: SECTIONS 5.08.010, 5.08.080, 5.08.085, 5.08.090, 5.08.100, 5.08.105, 5.08.110, 5.08.130, 5.08.140, 5.08.150, 5.08.220, 5.08.290, 5.08.330, 5.08.350, 5.08.390, 5.08.430, 5.08.480 AND 5.08.510.

Proposed Amendment 1

5.08.150 License holder restrictions.

A. A license or permit authorized by this chapter shall not be held by, issued or transferred to:

1. Any party who does not own the licensed building or hold a written lease for a period for which the license will be effective, containing an agreement by the lessor that alcoholic liquor or malt beverages may be sold upon the leased premises, except as provided by subdivision 2 of this subsection;
2. Any licensee who fails to demonstrate that his licensed alcoholic or malt beverage enterprise will be operational in a planned but not physically functional building within one year after a license or permit has been issued or transferred, or if holding a license, fails to open his business in a functional building within one year after license issuance or transfer. Upon a showing of good cause by the licensee and for an additional period of not to exceed one year, the local licensing authority may extend the time period in which the business or enterprise of the licensee is required to become operational for business pursuant to this subsection. Any license or permit in violation of this subsection shall not be renewed by the city council;
- ~~3. Any licensee, except a twenty-four hour malt beverage permit holder, who does not annually purchase at least seven thousand five hundred dollars (\$7,500.00) of alcoholic liquors or malt beverages from the commission or any authorized malt beverage wholesaler, except any licensee having a planned building not in existence or operational pursuant to subdivision 2 of this subsection, or in the case of a manufacturer, micro-brewery, or winery the sale of seven thousand five hundred dollars (\$7,500.00) of product annually, except any licensee having a planned building not in existence or operational pursuant to subsection 2., of this section.~~
- 4.3. A manufacturer of alcoholic beverages or wholesaler of malt beverages; provided, however, this prohibition is not intended to prevent the manufacture from the sale of alcoholic beverages manufactured by the Casper licensed manufacturer or the sale of malt beverages under a microbrewery license issued pursuant to this Chapter or an off-premises permit pursuant to Section 5.08.105(B)(1) and (B)(2) and except as provided in Section 5.08.100(I).
- ~~5.4.~~ A person under twenty-one years of age;
- ~~6.5.~~ A college fraternity or organization created by one or more college fraternities;
- ~~7.6.~~ A chamber of commerce;
- ~~8.7.~~ A corporation or a limited liability company which has not qualified to do business in Wyoming;
- ~~9.8.~~ An individual who in not a resident; or

~~10.9.~~ Any partnership or group of two or more persons unless each individual interested, directly or indirectly, is a resident.


~~11.10.~~ Except as provided in subsection ~~12-11~~ of this section, a license or permit authorized by this chapter shall not be renewed if the licensee or permittee did not, during the previous one-year term of the license or permit, purchase at least two hundred fifty dollars (\$250.00) of alcoholic or malt beverages from the commission or any authorized malt beverage wholesaler. A retail liquor license shall not be renewed if the licensee did not, during the previous one-year term of the license, purchase at least two thousand dollars (\$2,000.00) of alcoholic beverages from the ~~commission division~~, excluding malt beverage purchases;


~~12.11.~~ Subsection ~~11-10~~ of this section shall not apply to:

- a. Any licensee or permittee having a planned but not physically functional building pursuant to subsection ~~3.4~~ of this section;
- b. Holders of special permits issued under Sections 5.08.130 and 5.08.140 of this code.

B. No more than one license or permit shall be issued to any one person, except for malt beverage or catering permits, or in conjunction with a microbrewery license as provided in this chapter.

July 15, 2021

MEMO TO: J. Carter Napier, City Manager 

FROM: Andrew Beamer, Director of Public Services 
Phil Moya, Recreation Division Manager

SUBJECT: Lease Agreement – Casper Junior Football League

Meeting Type & Date

Council Meeting, August 3, 2021

Action type

Approval

Recommendation

That Council approve, by resolution, the Lease Agreement between the City of Casper and the Casper Junior Football League.

Summary

The Parks and Recreation Department is seeking approval of a Lease Agreement between the City of Casper and the Casper Junior Football League for the use of Crossroads Complex, Fields 1, 2 and 3 and Mike Sedar Soccer Field. The anticipated football season is planned for August thru September. The terms of this agreement have been discussed and agreed to with the Casper Junior Football League.

Financial Considerations

Casper Junior Football League shall pay to the City of Casper annually as reimbursement for the costs of providing maintenance services for the leased premises, an annual lease fee of One Dollar (\$1.00), and the sum of Five Dollars (\$5.00) per player per season. This lease is a three-year agreement and will reflect a 5% increase annually for the two (2) additional extension terms.

2018 Season: Player Fee - \$1080.00

2019 Season: Player Fee - \$1050.00

2020 Season: Player Fee - \$1070.00

Anticipated Revenue:

2021 Season: Player Fee - \$1,071.00

2022 Season: Player Fee - \$1,124.50

2023 Season: Player Fee - \$1,180.68

The Casper Junior Football League will be responsible for 100% of electricity charges used at Crossroads Complex, Fields 1, 2 and 3. The City of Casper will determine the charges based on billing/invoices during the lease term and will send an invoice to the Casper Junior Football League annually.

Oversight/Project Responsibility

Phil Moya, Recreation Manager

Paul Zowada, Recreation Supervisor

Attachments

Resolution & Lease Agreement



LEASE AGREEMENT

THIS LEASE AGREEMENT, hereafter Agreement, entered into this ___ day of _____, 2021, between the City of Casper, Wyoming, a municipal corporation, hereinafter referred to as "City or Lessor," and Casper Junior Football League, a Wyoming Corporation or a 501(c) (3) Non-Profit Corporation, hereinafter referred to as "Lessee." This Agreement supersedes and replaces any previous agreements between the parties.

IN CONSIDERATION of the Lease, covenants, and conditions herein set forth, the Lessor and Lessee hereby covenant, promise, and agree as follows:

RECITALS:

- A. The City owns and operates the Crossroads Complex, Field(s) 1, 2 and 3 at 1101 N. Poplar Street and Mike Sedar Soccer Field at College Drive and South Oak Street, Casper Wyoming; and
- B. Lessee desires to enter into a non-exclusive lease of the Crossroads Complex, Field(s) 1, 2 and 3 and Mike Sedar Soccer Field and to reach other accommodations with the City, and the City is willing to enter a nonexclusive lease to the Casper Junior Football League, and to define associated obligations of the parties as set forth herein.

NOW, THEREFORE, in consideration of the premises and the mutual promises and covenants contained herein, it is agreed:

1. PREMISES:

- A. Lessor hereby agrees to lease to Lessee, and Lessee hereby agrees to lease from Lessor, for the term hereinafter provided, and any extensions thereafter, and upon the terms and conditions set forth in this Agreement, the property described as Crossroads Complex, Field(s) 1 as described in Exhibit A, Crossroads Complex, Field(s) 2 as described in Exhibit B, Crossroads Complex, Field(s) 3 as described in Exhibit C, and Mike Sedar Soccer Field, as described in Exhibit D attached hereto and by reference made part of this Agreement, hereinafter referred to as the "Crossroads Complex, Field(s) 1, 2, 3 and Mike Sedar Soccer Field".
- B. The terms of this Lease shall be for a period of one (1) three month period, every Wednesday, Thursday and Friday of that period, commencing on the 1st day of August to and including the 31st day of October.
- C. Crossroads Complex, Field(s) 1, 2 and 3 are for game use only, Casper Junior Football League practices are to be held at Mike Sedar Soccer Field, subject to availability and will need to be scheduled and permitted through the Recreation Center at no additional charge.
- D. The "Crossroads Complex, Field (s) 1, 2, 3 and Mike Sedar Soccer Field" is leased to Lessee in an AS IS CONDITION, WITHOUT WARRANTY, and EXPRESSED OR IMPLIED. By signing this Agreement, Lessee agrees it has inspected the premises and accepts the property in its present condition.

2. PURPOSE:

- A. The demised premises are leased to Lessee for the purpose of conducting football practice and game activities and or services. Such football activities and or services and related activities

shall be conducted in a safe manner and shall conform to all federal, state, and municipal laws, and all regulations relating to possession, use, or maintenance of the property.

3. **TERM:**

- A. The primary term of this Agreement shall be one (1) year ("Primary Term"), upon the first (1st) day of the month as indicated in the exercise of the option ("Commencement Date"). The Agreement shall automatically be extended for two (2) additional one (1) year extension terms ("Extension Terms").

The Extension Terms of this Agreement will be subject to the same terms and conditions herein with the exception of monthly rent payments which will be adjusted to reflect a 5% increase annually for the two (2) additional extension terms.

4. **FEES:**

- A. **Participant Fee:** Lessee shall pay rent to the City as follows:

Lessee shall pay to the Lessor as rent for the leased premises, the sum of One Dollar (\$1.00). Lessee shall also pay to the Lessor the sum of Five Dollars (\$5.00) per player annually for the use of the field. The listed fees will be payable annually in advance to the Lessor at its offices located at 1801 East 4th Street, Casper, Wyoming by September 15th of each year.

5. **ASSIGNMENT/SUBLEASING:**

- A. Lessee may not assign, sell, or transfer this Agreement in whole or part and may not sublet all or otherwise assign all or any part of the leased premises without the prior written consent of the Lessor. Lessee shall not allow another group or entity to use/share the rental space without written consent of the Lessor.

6. **CONCESSIONS / RETAIL SALES** (Determined by the City):

- A. The Lessee shall pay the Lessor a N/A percent of gross receipts from all sales of food, beverages, and other products which sum shall be due and payable to the Lessor on or before the N/A day of each month for open periods of seasonal operations, at the Crossroads Complex, Field(s) 1, 2 and 3 Concessions.
- B. It is recognized that the Lessee may, during the Agreement term, conduct fund raising activities, including raffles, sale and lease of advertising upon the property or otherwise and, the sale of personal property such as t-shirts, other clothing, and the like. All of the revenues generated from such activities are the sole and exclusive property of the Lessee. The Lessee must inform the Lessor of any plans for fundraising at City facilities.

7. **INVENTORY:**

- A. Within thirty (30) days of the execution of this Agreement by all parties hereto, and on or before May 1 of each term of this Agreement, the Lessor and the Lessee shall jointly prepare and maintain an updated annual inventory of equipment and fixtures (which shall be signed off by both parties), separately listing those items, number of items, and approximate value(s) of items belonging to the Lessor and those belonging to the Lessee on the leased premises. Lessee shall not remove any Lessor owned equipment from the facilities without express written permission from the Parks and Recreation Department Director or his designee.

8. TAXES AND ASSESSMENTS:

- A. Lessee agrees to pay to the Natrona County Treasurer, on behalf of the Lessor, any and all taxes and assessments which may be assessed against the property, upon reasonable notice by the Lessor, as to the amounts due and owing.

9. NON-DISCRIMINATION:

- A. The Lessee agrees that neither it nor its' subcontractors will discriminate against any employee or applicant for employment to be employed in the performance of this Agreement, with respect to his or her hire, tenure, terms, conditions, or privileges of employment because of his or her race, color, creed, religion, national origin, age, sex, or ancestry.

10. SCHEDULING:

- A. Lessee shall be responsible for the scheduling of the Crossroads Complex, Field(s) 1, 2 and 3 for all football related activities. Lessor shall schedule any football and non-football activities based on the availability of the facility. Lessee shall provide the Lessor with a master schedule of all activities per facility.
- B. For any special events or tournaments that deviate from the master schedule, the Lessee must notify the Lessor of such changes at least fourteen (14) days in advance.

11. LAWS AND REGULATIONS:

- A. Lessee shall be solely responsible for compliance with all laws, orders, and regulations of federal, state, and municipal authorities and with any direction of any public officer, pursuant to law, which shall impose any duty upon Lessee with respect to the real property and fixed assets. Lessee shall obtain all licenses or permits which may be required for the conduct of its business within the terms of this Agreement, or for the making of repairs, additions, alterations, or improvements.

12. INSURANCE, INDEMNIFICATION AND IMMUNITY:

- A. Lessee 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 Lessee's operation and use of the leased premises. The cost of such insurance shall be borne by the Lessee.
- B. Minimum Scope and Limit of Insurance.

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than the sum of Two Hundred Fifty Thousand Dollars (\$250,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Five Hundred Thousand Dollars (\$500,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location. The CGL policy shall be endorsed to contain Employers Liability/Stop Gap Coverage.

2. **Workers' Compensation:** as required by the State of Wyoming with Statutory Limits.
- C. **Property insurance** against all risks of loss to any tenant improvements or betterments, at full replacement cost with no coinsurance penalty provision.

If the Lessee maintains broader coverage and/or higher limits than the minimums shown above, the City of Casper requires and shall be entitled to the broader coverage and/or higher limits maintained. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

- D. **Higher Limits:** If the Lessee maintains higher limits than required under this Agreement, then the City shall be entitled to coverage for the higher limits maintained by the Lessee. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.
- E. **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, officials, employees, 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 Lessee including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Lessee's insurance at least as broad as ISO Form CG 20 10.
2. **Primary Coverage:**
For any claims related to this contract, the Lessee's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City of Casper, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Lessee's insurance and shall not contribute with it.
3. **Notice of Cancellation:**
Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.
4. **Waiver of Subrogation:**
Lessee hereby grants to the City a waiver of any right to subrogation which any insurer of said Lessee may acquire against the City by virtue of the payment of any loss under such insurance. Lessee 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. **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 acceptable to the City of Casper.

6. **Self-Insured Retentions:**

Self-insured retentions must be declared to and approved by the City. At the option of the City, either: the Lessee shall obtain coverage to reduce or eliminate such self-insured retentions as respects the City of Casper, its officers, officials, employees, and volunteers; or the Lessee shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

7. **Verification of Coverage:**

Lessee shall furnish the City of Casper with original certificates and amendatory endorsements or copies of the applicable policy language providing the insurance coverage required above. 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 Lessee'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.

8. **Special Risks or Circumstances:**

The City of Casper reserves the right to modify these requirements at any time, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

13. **USE OPERATIONS PLAN:**

A. The Lessee, prior to the execution of this Agreement, shall submit a Use Operations Plan to the Parks and Recreation Director or the Director's designee. The plan shall specify months, days, and hours of operation for those months, the responsible organizational contact(s) and the contact's telephone number(s), during which the subject property shall be available to the public for related property use activities. The plan shall pertain to the time period of the Lease, in the event the Parks and Recreation Department Director or its designee does not disapprove of the plan within thirty (30) days from the date of its submission, it shall be considered approved.

14. **ADVERTISING:**

A. Lessee shall have the right to procure and to install, affix, maintain, and replace appropriate signs/banners displaying advertising matter at the facility and/or on the property. All advertising shall be subject to the City's right to accept or reject the same, including the right to accept or reject sponsors and advertising content, to ensure that any advertising placed at the facility and/or on the property is appropriate in connection with the intended use of the property and its related facilities. Lessee shall not, in procuring, installing, displaying, or replacing any advertising material, violate any person's right to privacy or infringe upon trademarks, trade names, copyrights, or proprietary rights of any person. Advertisement(s) cannot be pre-sold beyond the time periods or terms of the Agreement. It is understood that any approval by the City of advertising material shall not constitute a waiver of Lessee obligations concerning such violations or infringement. Lessee agrees to indemnify and hold the City harmless with respect to all claims without cost to the City.

- B. The **Lessor** will be entitled to 5% of the agreed upon advertising fee per sign/banner. **Lessee** will be responsible for the full payment of 5% of the advertising fee in the agreement term. In the event of **Lessee's** failure to pay **Lessor** within seven (7) days of the end of this Agreement, the **Lessee's** lease shall be considered a default by the **Lessee** of the terms and conditions of this Agreement. The terms of the advertising fee agreement, fee structure and term limit will be approved by the Parks and Recreation Department Director or designee.
- C. The parties agree that all advertising placed at the facility and/or on the property is owned by the **Lessee** and shall remain the property of **Lessee**, and shall be subject to removal by **Lessee** at any time.

15. **RIGHT TO ENTRY:**

- A. The **Lessor** reserves the right to enter the leased property for the purposes of maintenance, public safety, and other general inspections. **Lessee** will be notified 24 hours in advance of any non-routine, non-emergency inspections, and may accompany **Lessor's** representative during such inspections.

16. **MAINTENANCE:**

- A. **Lessee** shall, during the term of this Agreement, keep the leased premises in good order and repair commensurate with the operation of the **Lessee's** intended use of those premises and facilities, and as necessary to adequately protect spectators, guests, invitees, and participants, and shall at its sole cost and expense, make any repairs necessary to the leased premises for these purposes. The **Lessee** must receive consent of the **Lessor** prior to the scheduled repairs. **Lessor** shall, during the term of this Agreement, provide services commensurate with the lease fee identified in this Agreement. Those services are related to normal facility upkeep including, but not limited to, plumbing, electrical and mechanical repairs to existing equipment that exceed Seven Hundred Fifty Dollars (\$750) per repair. The **Lessee** will be responsible for all repairs Seven Hundred Fifty Dollars (\$750) per repair or less. The **Lessee** will report all repairs over Seven Hundred Fifty Dollars (\$750) to the Recreation Supervisor (Athletics). The Supervisor will report the repairs to the appropriate City department to address repairs. The **Lessee** is liable for all damages that occur to the facility during this lease term. The **Lessor** will be responsible for normal turf and related ground maintenance, and roadway repairs and parking lot repairs.
- B. Services in addition to the normal maintenance referred to above shall be the responsibility of the **Lessee**. **Lessee** will be responsible for maintaining and cleaning of restrooms and portable restrooms provided during the term of the Agreement. The **Lessee** will be responsible for maintaining the Leased area with trash receptacle garbage removal and trash bag replacement during the term of the Agreement. The **Lessee** will also be responsible for litter collection on the grounds in the Leased area that could accumulate during the term of the Lease. **Lessee** will be responsible for paying **Lessor** for additional services needed for special events or tournaments including field prep and additional trash removal service. The **Lessee** will need to request the additional services from the City and least fourteen (14) days prior to the rental/event. Additional services will only be provided based on availability of City staff. Fees for additional services shall be as shown in Exhibit D.

17. ADDITIONS, ALTERATIONS, AND IMPROVEMENTS:

- A. The **Lessee**, at its sole cost, risk, and expense, may construct temporary facilities and fixtures for its benefit and the benefit of participants and spectators. Such facilities and fixtures shall meet all applicable city, state, federal regulations and requirements, and such other requirements as may be prescribed by the **Lessor**.
- B. The plans and specifications for any additional temporary facilities and fixtures shall first be submitted to the City's authorized representative for approval in accordance with existing City codes, prior to the construction. At the time of submission, the **Lessee** shall designate whether the facility or fixture is temporary, and for what period of time it will remain in use. The Director of Parks and Recreation or its designee shall, in addition, have authority to approve or disapprove of all additional facilities or fixtures placed upon the leased premises.
- C. **Lessee** may, upon termination of this Agreement, remove all facilities or fixtures which it constructed and which are of a temporary nature, but must restore property and/or premises to conditions as they were prior to installation of the removed improvements.
- D. The **Lessor** reserves the right to make such improvements to the property, facilities, or fixtures as it may desire, upon reasonable notice to **Lessee**, provided the improvements do not substantially conflict with the use of the premises described herein, as determined by the Director of Parks and Recreation or its designated representative.

18. UTILITIES:

- A. **Lessee** is responsible for 100% of electricity charges used at Crossroads Complex, Field(s) 1, 2, and 3 from August 1 through October 31 of each year on this Agreement. The **Lessor** will determine the charges based on the billing/invoices during the Lease term and will send an invoice to the **Lessee** at the end of the term of the Agreement.

19. DEFAULT:

- A. In the event **Lessee** shall fail to make any payment called for within fifteen (15) days after the same shall fall due, then **Lessor** may terminate this Agreement by giving **Lessee** written notice of such termination; or, in the event the **Lessee** fails to perform any other obligations called for herein on his part to be performed, and upon notice duly given of such deficiency by **Lessor**, and upon **Lessee's** failure to cure such deficiency within fifteen (15) days after such notice, then **Lessor** may, by written notice to **Lessee**, terminate this Agreement, effective upon proper delivery or mailing of said written termination notice by **Lessor**.
- B. Upon such termination, **Lessor** shall be entitled to possession of the leased premises and all permanent improvements therein made by **Lessee** without any further notice or demand, and **Lessee** shall peacefully surrender the leased premises and all other permanent improvements therein made by **Lessee**. If **Lessee** shall refuse to surrender and deliver upon the possession of the premises, then **Lessor** without further notice or demand, may re-enter the premises and repossess by force, summary proceedings, ejectment, or otherwise using such help, assistance, and force, in doing so that may be equal and proper without being liable for prosecution of damages therefor, and without prejudice to any remedy allowed by law or equity.

20. REIMBURSEMENT OF DEFAULT AND EVICTION ACTION EXPENSES:

A. Lessee shall pay and indemnify Lessor against all legal costs and charges, including attorney's fees, in obtaining possession of the leased premises after a default of Lessee or after Lessee's default in surrendering possession upon the expiration or early termination of the term of this Agreement or enforcing any covenant of the Lessee herein contained. Lessee shall also be responsible for all costs required to either remove any temporary facility/fixture improvements or costs for Lessor to restore the property and premises to the original condition.

21. DESTRUCTION OF REAL PROPERTY OR FIXED ASSETS:

A. If the real property or fixed assets should be destroyed totally by fire or other cause, the tenancy created hereby shall be thereafter terminated. Real property and fixed assets not totally destroyed by fire or other cause, regardless of the cause of damage, will be the responsibility of the Lessee to repair, rebuild, or reimburse the Lessor to an equal to or better than condition or fairly compensate the Lessor in monetary value, as existed prior to the destruction of such real property or fixed assets.

22. SURRENDER OF REAL PROPERTY AND FIXED ASSETS:

A. Lessee shall, at the expiration of the lease term or any renewal thereof, or on termination thereof, surrender the leased premises free of sub tenancies, liens, or other encumbrances, together with alterations and improvements which may have been made thereon, except for temporary facilities or fixtures put in at the expense of the Lessee or at the expense of any subtenants, subject, however, to the subsequent provisions hereof. All the property removable, pursuant to the provisions of this paragraph, shall be removed by the Lessee at the expiration of the lease term, or any extension thereof, and all property not so removed shall be deemed abandoned by Lessee. Lessor has the option to purchase all of the removable property that the Lessee has acquired for the operation of the leased premises and facility operations at the termination or expiration of this Agreement. The purchase price shall be the depreciated value of assets at the time of termination or expiration of the Agreement.

23. OPERATIONS:

A. Lessee shall have the right to solicit offerings and contributions from spectators and charge admission for Lessee-sponsored events. The details of its plan for same shall be submitted by the Lessee as part of the Annual Operations Plan and at such other times as may be convenient for the parties. All funds collected by the Lessee, by way of contributions or admission charges, shall be used solely for the purpose of promoting, maintaining, and continuing operations for the purposes of this Agreement including, but not limited to, defraying operating expenses, purchasing equipment, and improvement of the facilities. Lessee shall keep and maintain proper records reflecting all revenues and expenditures, and shall make an Annual Financial Report to the Lessor following the close of each year as part of the Annual Operations Plan.

24. NOTICE:

A. Any notice by either party shall be in writing and shall be considered to be duly given if delivered personally or if mailed by certified mail, postage prepaid, addressed as follows:

City of Casper Recreation Division
1801 East Fourth Street
Casper, Wyoming 82601

Casper Junior Football League
PO Box 326
Casper, WY 82601

25. **WAIVER:**

- A. No failure by **Lessor** to insist upon the strict performance of any terms or conditions of this Lease, or to exercise any right or remedy available on a breach thereof, and no acceptance of full or a partial rent during the continuance of any such breach shall constitute a waiver of any such breach or of any term or condition of this Agreement. No term or condition of this Agreement required to be performed by **Lessee**, and no breach thereof, shall be waived, altered, or modified, except by a written instrument executed by **Lessor**. No waiver of any breach shall affect or alter any term or condition of this Agreement, and such term or condition shall continue in full force and effect with respect to any other than existing or subsequent breach thereof.

26. **ENVIRONMENTAL COMPLIANCE:**

- A. **Lessee** shall conduct its operation on the property in compliance with, and shall not permit the property to be in violation of any applicable local, state, or federal environmental laws. **Lessee** shall obtain and maintain in effect all permits required by any environmental laws for the property, and its uses, and shall furnish to **Lessor** copies of the permits upon request. **Lessee** shall comply with all reporting requirements of 42 U.S.C. 11001, *et seq.* (Emergency Planning and Community Right to Know Act). **Lessee** shall not handle, store, dispose of, or allow the handling, storage, or disposal of any hazardous waste as defined in 42 U.S.C. 6903(5), or hazardous substance as defined in 42 U.S.C. 9601(14), on the property, and shall not discharge any waste onto lands or any surface water or ground water at or near the property. **Lessee** shall manage all hazardous substances and chemicals which it handles off-site, but in proximity to the subject property in accordance with all applicable laws and regulations. **Lessee** shall not bring onto the property any substances known to cause human injury, including, without limitation, cancer or reproductive toxicity, except those which are necessary for the prudent and necessary management of **Lessee's** lawful operations on the property. In addition, **Lessee** shall comply with all laws, regulations, and standards applicable to those substances.
- B. **Lessee** shall immediately advise **Lessor** in writing of (1) any and all governmental agencies regulatory proceedings or enforcement actions instituted or threatened, which require or could require investigation, mitigation, clean-up, alteration, or abatement of any conditions on the property; (2) all claims made or threatened by any party against **Lessee** or the property, relating to damage, contribution, cost recovery, compensation, loss or injury resulting from any pollutant, or hazardous substance; and, (3) **Lessee's** discovery of any occurrence or condition on the property which might subject **Lessee**, **Lessor**, or the property to any restrictions on ownership, occupancy, transferability, or use of the property under any local, state, or federal environmental law.
- C. **Lessee** shall make and conduct regular investigations of the property to determine the presence thereon of any hazardous substance which may have been deposited on the property by any party, including third parties, and shall report any condition which indicates the presence of such substances immediately to **Lessor** and to the proper authorities. **Lessee** shall advise **Lessor**, upon request of all such investigations which had been made, the dates of such investigations, and the method of investigation. These investigations shall be made by **Lessee** not less than on a monthly basis. **Lessee**, in addition, shall take all reasonable precaution to prevent the dumping, discharge, or threatened discharge of any hazardous substance on the

property by any third persons, and shall advise the Lessor in writing, upon request, of all such precautions which have been taken.

27. GOVERNING LAW:

- A. This Agreement shall be governed, interpreted, construed, and regulated by 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.

28. MISCELLANEOUS COVENANTS:

- A. Time is of the essence in this Agreement and all obligations shall be performed in a timely manner.
- B. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their respective successors, heirs, devisees, and assigns.

29. TERMINATION OF LEASE AGREEMENT:

- A. The City or the Lessee may terminate this Agreement anytime by providing thirty (30) days written notice to City or the Lessee of intent to terminate said Agreement. Notwithstanding the above, the Casper Junior Football League shall not be relieved of liability to the City through damages sustained by the City, by virtue of termination of the Agreement by the Lessee or any breach of the Agreement by the Lessee.

30. WYOMING GOVERNMENTAL CLAIMS ACT:

- A. The Lessor 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 Lessor specifically reserves the right to assert any and all rights, immunities, and defenses it may have pursuant to the Wyoming Governmental Claims Act.

31. NO THIRD PARTY BENEFICIARY RIGHTS:

- A. 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.

32. ENTIRE AGREEMENT:

- A. This Agreement contains the entire agreement between the parties and it is agreed that neither Lessor or anyone acting on its behalf has made any statements, promise, or agreement, or taken upon itself any engagement whatever, orally, or in writing, in conflict with the terms of this Agreement of that in any way modifies, varies, alters, enlarges, or invalidates any of its provisions, and that no obligation of Lessor shall be implied in addition to the obligations herein expressed.

The remainder of this page is intentionally left blank

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written.

APPROVED AS TO FORM:

Walker Trust

ATTEST:

Fleur Tremel
City Clerk

LESSOR:

CITY OF CASPER, WYOMING
A Municipal Corporation

Steven K. Freel
Mayor

LESSEE:

Casper Junior Football League
PO Box 326
Casper, WY 82601

Phone: 307-315-1931

E-Mail

casperjrfootball@gmail.com
corybrooks57@gmail.com

WITNESS:

Cory Brooks Cory Brooks

By:



By:

Title:

President CJFL

EXHIBIT "A"

LEGAL DESCRIPTION

A Parcel located in and being a portion of the S $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 33, Township 34 North, Range 79 West and the N $\frac{1}{2}$ NW $\frac{1}{4}$ of Section 4, Township 33 North, Range 79 West of the Sixth Principal Meridian, Natrona County, Wyoming and more particularly described by metes and bounds as follows:

Commencing at the Southernmost point of Lot 25 of the North Platte Industrial Park Addition N. $6^{\circ}46'45''$ W. a distance of 401.799'. to the Point of Beginning; thence N. $89^{\circ}34'38''$ E. a distance of 303.106' to a point; thence N. $42^{\circ}27'26''$ E. a distance of 46.220' to a point; thence N. $0^{\circ}54'38''$ W. a distance of 301.762' to the point of a non-tangent curve; thence continuing along the arc of non-tangent curve to the left having a radius of 301.396', and through a central angle of $103^{\circ}6'0''$, southwesterly, 542.344', and the chord of which bears S. $44^{\circ}15'56''$ W. a distance of 472.078' to the Point of Beginning.

The above described parcel contains 2.14 acres, more or less.

EXHIBIT "A"

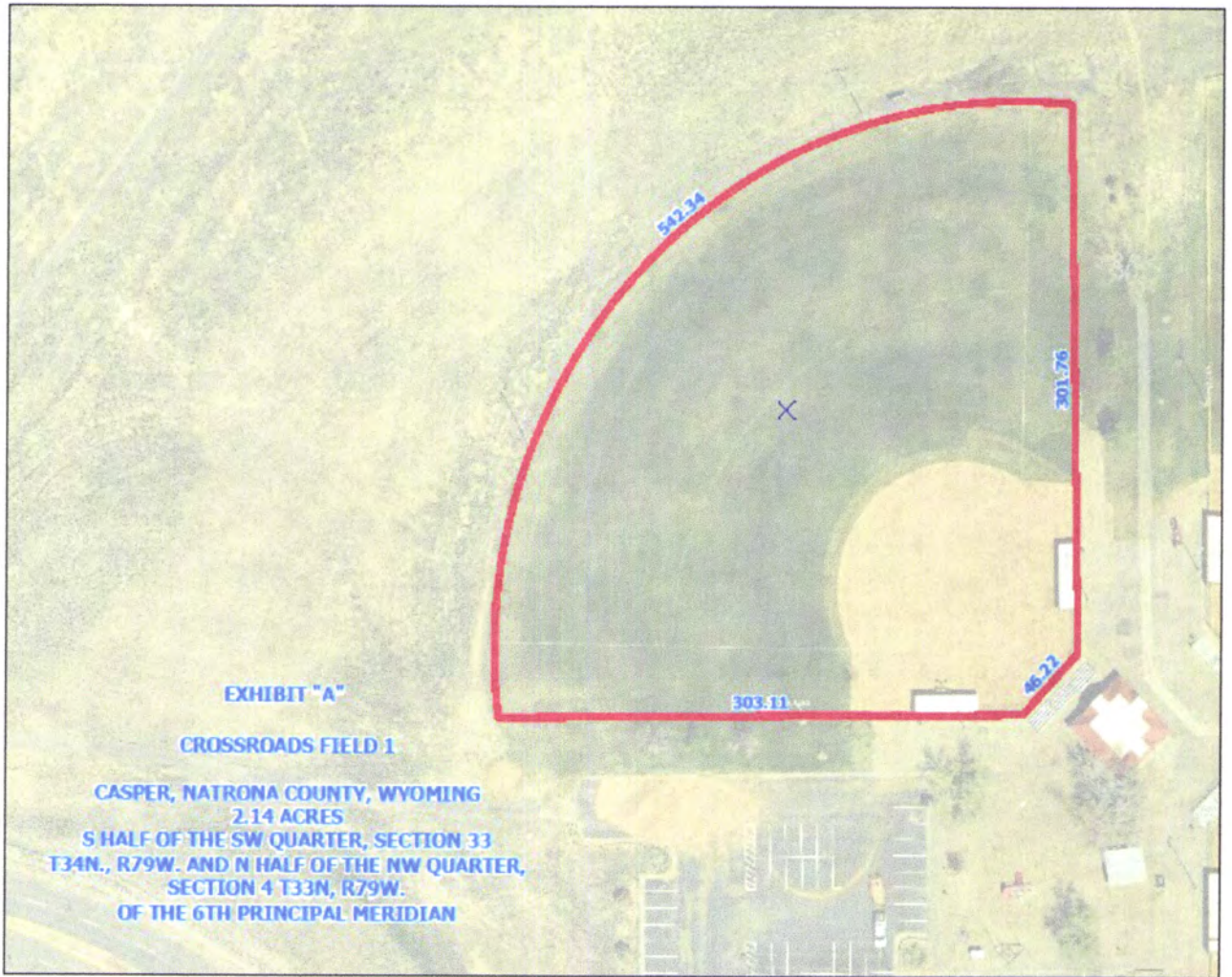


EXHIBIT "B"
LEGAL DESCRIPTION

A Parcel located in and being a portion of the S ½ SW ¼ of Section 33, Township 34 North, Range 79 West and the N ½ NW ¼ of Section 4, Township 33 North, Range 79 West of the Sixth Principal Meridian, Natrona County, Wyoming and more particularly described by metes and bounds as follows:

Commencing at the southernmost point of Lot 25 of the North Platte Industrial Park Addition N. 43°34'21" E. a distance of 575.053' to the Point of Beginning; thence N. 89°1'57 E. a distance of 291.014' to a point; thence N. 1°34'42 E. a distance of 31.341' to a point; thence N. 1°16'37 W. a distance of 37.965' to a point; thence N. 13°30'48 W. a distance of 49.593' to a point; thence N. 19°39'15 W. a distance of 23.228' to a point; thence N. 25°38'27 W. a distance of 38.515' to a point; thence N. 32°20'16 W. a distance of 28.561' to a point; thence N. 37°3'6 W. a distance of 32.847' to a point; thence N. 46°10'44 W. a distance of 28.333' to a point; thence N. 50°18'2 W. a distance of 22.423' to a point; thence N. 55°18'20 W. a distance of 22.303' to a point; thence N. 59°53'30 W. a distance of 21.198' to a point; thence N. 63°42'57 W. a distance of 29.650' to a point; thence N. 68°6'23 W. a distance of 50.051' to a point; thence N. 69°58'35 W. a distance of 39.613' to a point; thence N. 74°52'2 W. a distance of 17.872' to a point; thence N. 83°6'27 W. a distance of 9.946' to a point; thence N. 89°0'16 W. a distance of 12.480' to a point; thence S. 86°13'53 W. a distance of 18.160' to a point; thence S. 83°6'28 W. a distance of 14.053' to a point; thence S. 0°36'40 E. a distance of 303.603' to a point; thence S. 46°24'51 E. a distance of 45.834' to the Point of Beginning.

The above described parcel contains 2.02 acres, more or less.

EXHIBIT "B"



EXHIBIT "C"
LEGAL DESCRIPTION

A Parcel located in and being a portion of the NE ¼ NW ¼ of Section 4, Township 34 North, Range 79 West of the Sixth Principal Meridian, Natrona County, Wyoming and more particularly described by metes and bounds as follows:

Commencing at the southernmost point of Lot 25 of the North Platte Industrial Park Addition N. 82°44'42" E. a distance of 371.635' to the Point of Beginning; thence S. 89°27'31" E. a distance of 101.046' to a point; thence N. 83°26'7" E. a distance of 23.081' to a point; thence N. 71°26'21" E. a distance of 24.107' to a point; thence N. 65°43'59" E. a distance of 29.133' to a point; thence N. 61°17'30" E. a distance of 15.120' to a point; thence N. 56°43'56" E. a distance of 55.544' to a point; thence N. 49°21'20" E. a distance of 25.054' to a point; thence N. 44°19'34" E. a distance of 20.871' to a point; thence N. 35°6'33" E. a distance of 24.300' to a point; thence N. 26°27'39" E. a distance of 42.664' to a point; thence N. 21°57'57" E. a distance of 39.219' to a point; thence N. 19°11'32" E. a distance of 31.159' to a point; thence N. 11°35'56" E. a distance of 20.293' to a point; thence N. 7°35'39" E. a distance of 19.704' to a point; thence N. 5°14'15" E. a distance of 20.921' to a point; thence N. 0°29'22" E. a distance of 20.313' to a point; thence N. 3°18'5" W. a distance of 13.564' to a point; thence N. 7°44'16" W. a distance of 17.949' to a point; thence S. 89°23'49" W. a distance of 301.357' to a point; thence S. 44°44'9" W. a distance of 46.033' to a point; thence S. 0°42'32" E. a distance of 290.217' to the Point of Beginning.

The above described parcel contains 2.12 acres, more or less.

EXHIBIT "C"



EXHIBIT "D"
LEGAL DESCRIPTION

A Parcel located in and being a portion of the W ½ of the SW ¼, Section 16, Township 33 North, Range 79 West of the Sixth Principal Meridian, Natrona County, Wyoming and more particularly described by metes and bounds as follows:

Commencing at the Northern most point of Tract 1 of the Nob Hill Addition N. 74°59'51" E. a distance of 341.834' to the Point of Beginning; thence from the Point of Beginning N. 68°48'50" E. a distance of 120.097' to a point; thence N. 89°46'8" E. a distance of 215.280' to a point; thence S. 7°48'36" W. a distance of 549.367' to a point; thence N. 88°58'15" W. a distance of 289.977' to a point; thence N. 4°18'51" E. a distance of 496.198' to the Point of Beginning.

The above described parcel contains 3.76 acres, more or less.

EXHIBIT "D"



EXHIBIT "E"

**Football Preps/Painting (Per Field)
Fees**

Sports/Activities	Cost of Paint Per Gallon	Number of Employees	Cost of Employees per Hour	Equipment Expense Per Hour	Total amounts of Paint (In Gallons)	Total Amount of hours	Total Labor fee for Painting	Total Material fee for Painting	Total Cost of Painting
Flag Football	\$20.00	2	\$10.00	\$20.00	\$5.00	1.00	\$20.00	\$100.00	\$120.00
Midget Football	\$20.00	2	\$10.00	\$20.00	\$10.00	1.00	\$20.00	\$200.00	\$220.00
Casper Junior Football	\$20.00	2	\$10.00	\$20.00	\$10.00	1.00	\$20.00	\$200.00	\$220.00

Football Preps/Painting Field Set up Fees (Per Field)

Fees: If Lessee provides paint

Sports/Activities	Cost of Paint Per Gallon	Number of Employees	Cost of Employees per Hour	Equipment Expense Per Hour	Total amounts of Paint (In Gallons)	Total Amount of hours	Total Labor fee for Painting	Total Material/Equipment fee for Painting	Total Cost of Painting
Flag Football	\$0.00	3	\$10.00	\$10.00	\$0.00	2	\$60.00	\$20.00	\$80.00
Midget Football	\$0.00	3	\$10.00	\$10.00	\$0.00	2	\$60.00	\$20.00	\$80.00
Casper Junior Football	\$0.00	3	\$10.00	\$10.00	\$0.00	2	\$60.00	\$20.00	\$80.00

* One set up fee per season

* Set up fees can be less if we can find the Pleefix Ground markers prior to set up

RESOLUTION NO.21-107

A RESOLUTION AUTHORIZING A LEASE AGREEMENT WITH THE CASPER JUNIOR FOOTBALL LEAGUE, FOR USE OF THE CROSSROADS COMPLEX, FIELDS 1, 2, AND 3 AND MIKE SEDAR SOCCER FIELD.

WHEREAS, the City is the owner of the Crossroads Complex, Fields 1, 2, and 3 and Mike Sedar Soccer Field; and,

WHEREAS, Casper Junior Football League operates a football program for youth, and desires to utilize City-owned facilities for said program; and,

WHEREAS, the City of Casper and the Casper Junior Football League have agreed to the terms and conditions of the Lease Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, the Lease Agreement between the City of Casper and Casper Junior Football League, for the use of the Crossroads Complex, Fields 1, 2, and 3 and Mike Sedar Soccer Field.

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

July 21, 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 Service with certain owners of lands in the Swingle Ranch Tracts Subdivision

Meeting Type & Date

Regular Council Meeting
August 3, 2021

Action Type

Resolution

Recommendation

That Council, by resolution, authorize a Contract for Outside-City Water Service with certain owners of lands in the Swingle Ranch Tracts Subdivision who are listed in Exhibit "A" of the Agreement.

Summary

This contract provides Outside-City water service for lots 6, 7, 8, 9, 10, 11, 12, 23, and 24 of the Swingle Ranch Tracts located west of Casper in the Squaw Creek Area. The properties will obtain water service by connecting to a new 8-inch water main that is being installed by the homeowners. Once completed, the City will assume ownership of the new main that ties into the West Casper Zone II water line.

This property is not contiguous to the Casper City limits and Commitments to Annex have been signed as it is within Casper's growth boundary. The Casper 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
Commitments to Annex

CONTRACT FOR OUTSIDE-CITY WATER 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 certain owners of lands in the Swingle Ranch Tracts Subdivision who are listed in Exhibit "A" (attached hereto and made a part of this Agreement) and have signed this Agreement; hereinafter referred to as "Owners."

RECITALS

- A. Owners are the owners of certain lands as described in Exhibit "B" (attached hereto and made a part of this Agreement) being lots 6, 7, 8, 9, 10, 11, 12, 23, and 24 of the Swingle Ranch Tracts, located in the S1/2 of Section 24, Township 33 North, Range 80 West of the 6th P.M., in Natrona County, Wyoming, which is not within the corporate limits of the City of Casper; and,
- B. Owners desires to obtain water service from City for such property as described in Exhibit "B"; and,
- C. Owners can obtain water service by connection into an Owner extended 8-inch water main that ties into the West Casper Zone II water main located in Tavaras Road; and,
- D. Owners and City have agreed to such water main extension and outside-city water service under the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the Owners obtaining water service from the City, and the City receiving the improvements described herein from the Owners, and the mutual covenants and conditions contained herein, it is hereby agreed among the parties as follows:

1. Service

- a. The properties served shall be limited to those described in Exhibit "B." No other properties shall be served without the express permission of the City Council of the City of Casper.
- b. Owners shall be allotted one (1), water service connection and meter to each of the properties shown on Exhibit "B." No other properties may be served from these connections. Each connection shall serve one lot only.
- c. Main water lines, water service lines, fire hydrants and other appurtenances shall be constructed in an orderly sequence in accordance with the City's requirements.
- d. The Owners shall construct the necessary water lines pursuant to the requirements of the Casper Municipal Code. All work shall be 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. Water line sizes shall be as determined by the City.

- e. All necessary water line easements or rights-of-way in forms acceptable to the City shall be obtained by the Owners, which grant to the City the right of ingress and egress thereto for purposes of laying out, constructing, inspecting, maintaining and replacing water lines, fire hydrants and other appurtenances. Minimum twenty foot (20-foot) wide easement widths shall be provided.
- f. All water system improvements shall be designed and inspected by a Wyoming registered Professional Engineer, who shall certify that the water and sewer improvements have been constructed in accordance with the approved plans and specifications. The certification by the engineer is required to be in writing.
- g. The Owners shall maintain, repair, and replace, if necessary, all the water 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 water system.
- h. The Owners shall provide financial security to the City during the eighteen (18) month warranty period for the water system improvements. The financial surety shall be available to the City for the repair, maintenance, and replacement of such improvements that fail within the warranty period. The financial security during the warranty period shall be in the amount of twenty percent of the total construction costs of such improvements. This financial security for the warranty period of eighteen months from the date stated in the letter of completion issued by the City shall be acquired and delivered to the City prior to delivery of water services by the City. The financial security may be provided by the Owners in any of the forms allowed under Casper Municipal Code Section 16.28.070 B. In the event the Owners fail to maintain, repair, or replace said improvements during the warranty period, the City may, at its option do any of the following, or use a combination of remedies described below:
 - 1) Maintain, repair, or replace the same and Owners agree to pay for any cost incurred thereby. Maintenance, repair, or replacement by the City of the water system does not relieve the Owners from its obligation under this paragraph and shall not be construed to be an acceptance of the improvements by the City.
 - 2) Use the financial surety provided by the Owner to the City to pay for any and all costs for maintenance, repair or replacement of the water system improvements.
- i. The Owners shall install water service lines from the building to be served to the curb box or meter pit at the property line at the Owner's sole cost and expense. The

water service line curb box shall be installed approximately ten (10) feet from the transmission line.

- j. Owners shall submit "as-built" record documents for the water 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.
- k. 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.
- l. The Owners shall be responsible for obtaining easements from other property owners for the water 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 system construction. All water system construction must meet City requirements. Before connection of the water services to any building, all work must be accepted and approved by the City.
- b. The curb box for the water service lines shall be protected during the subsequent course of developing the property from damage, and the Owners shall be wholly responsible for the repair and replacement to the City's satisfaction of such that are damaged or destroyed. If the Owners shall fail or refuse to promptly repair or replace such boxes as required, the City may do so and charge the Owners directly for said cost. The Owners 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 Owners and be located on the property lines.
- b. Owners will pay to the City the then-current outside-City system investment charge for each connection (lot) to be served with water. The Owners shall also pay to the Central Wyoming Regional Water System Joint Powers Board, the then-current Regional Water System investment charge for each connection to be served with water. Payment will be made prior to actual receipt of water service provided by the City.

- c. The charge for water service provided shall be at the City's existing rate as the same shall apply from time to time for all retail outside-City water service, until such time as said property is annexed into the City of Casper. After annexation, the rates will be the existing rates for retail inside-City water service.

4. Regulation

- a. Water service to be provided shall be only to the extent provided for herein and to the extent that said water service is available and above that which is necessary to satisfy the needs of the incorporated area of the City of Casper. In times of drought, extreme demand, or facility failure, water service may not be available.
- b. Owners shall make the necessary provisions so that each building to be served shall have a pressure reducing valve limiting pressure to a maximum of 60 psi, and shall encourage all residents to adhere to the following water saving device recommendations: toilets with a maximum flush of 3 1/3 gallons; aerators which provide for a maximum flow of 1 gpm on all bathroom sinks; and water saving shower heads to limit flow to maximum 3.0 gpm.
- c. The Owners agree 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. Construction Term

The Owners shall be allowed two (2) years from the time of consummation of this Agreement to complete the water service line construction and necessary improvements. Should the construction not be completed within this time period, this Agreement shall automatically become null and void.

6. Annexation

- a. The Owners hereby agree 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 Owners 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 Owners 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 "B." 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 Owners fail to annex its property to the City within one (1) year after being

requested to do so by the City Council, or within one (1) year after the City Council's approval of a property owner's petition for the annexation thereof.

- b. Upon annexation and thereafter, Outside Property Owners shall dedicate all rights of way and easements deemed necessary to the City, all in a form acceptable to the City and meeting Casper Municipal Code requirements.
- c. Upon annexation and thereafter, Outside Property Owners, at their sole cost and expense, shall plat any unplatted property in accordance with requirements set forth in the Casper Municipal Code.
- d. Upon annexation and thereafter, Outside Property Owners shall agree to waive any statutory right to oppose City zoning requirements or designations as set forth in the Casper Municipal Code.

7. Future Improvements and Connections

- a. The Owners agree to participate in future water system, sewer system, street improvements, sidewalk improvements, street lighting improvements, and other needed municipal improvements in the area 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 Owners agree 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 Owners further agree to and hereby waive any statutory right to protest the creation of a Local Assessment District, an Improvement and Service District, or a Water and Sewer District established for the purpose of street, sidewalk, street lighting, or other needed municipal improvements which would encompass his property.
- d. This commitment to participate in future water system, sewer system, street, sidewalk, street lighting, or other municipal improvement design and construction shall be included in every sale, conveyance, or mortgage involving the above described property and shall be binding upon the current owners and mortgagees, and all heirs, successors in interest and assigns. This commitment shall be binding upon and run with the land set forth herein.
- e. Needed water and sewer main extensions/improvements including, but not limited to, planning, design, land acquisition, and construction are the responsibility of the Outside Property Owner. Water and sewer main extensions must extend to and through the property. Water and sewer service lines must not extend in rights of

way beyond the property line without approval of the City Engineer. Outside Property Owners are responsible for the costs associated with the extensions/improvements.

- f. The parties to this Agreement agree and understand that upon the acceptance of the water system improvements by the City, the water system shall become the sole and exclusive property of the City. At any time, the City may connect to the water system improvements itself or allow others to connect to it at its sole discretion.

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 and set forth in Exhibit "B" 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 Owners 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.

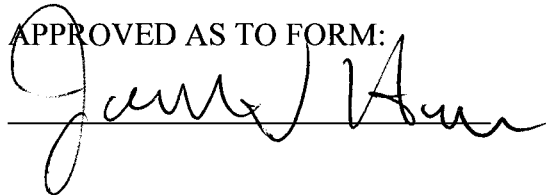
- e. Amendment: No amendment or modification of the terms of this Agreement shall be valid or enforceable unless made in writing and executed by all parties hereto.
- f. Waiver: Failure on the part of either party to enforce any provision of this Agreement, or the waiver thereof, in any instance, shall 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:

<p>Owner Info See Exhibit "A" for Owner Information</p>	<p>City of Casper Attn: Public Services Director 200 North David Casper, WY 82601</p>
---	---
- 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.

EXECUTED the day and year first above written.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation:

Fleur Tremel
City Clerk

Steven K. Freel
Mayor

OWNER:

Sean C. King
Sean King as Owner of Lot 11,
5707 Kings Row

OWNER:

Stephanie A. King
Stephanie King as Owner of Lot 11,
5707 Kings Row

The undersigned mortgagee for Sean King and Stephanie King hereby agrees to, consents, and ratifies this agreement.

Date

n/a
MORTGAGEE

By: _____

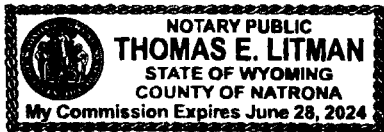
Printed Name: _____

Title: _____

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me this 15th day of June, 2021,
by Sean King as Owner of Lot 11, 5707 Kings Row.

(seal)



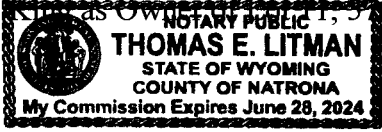
Thomas E. Litman
NOTARY PUBLIC

My commission expires: 6-28-24

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me this 15th day of June, 2021,
by Stephanie King as Owner of Parcel 1, 307 Kings Row.

(seal)



Thomas E. Litman
NOTARY PUBLIC

My commission expires: 6-28-24

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me this _____ day of _____, 2021, by
_____ as _____
of _____ the Mortgagee.

(seal)

N/A

NOTARY PUBLIC

My commission expires: _____

OWNER:

Tyler Gilskey
Tyler Gilskey as Owner of Lot 24

OWNER:

Tessa Gilskey
Tessa Gilskey as Owner of Lot 24

The undersigned mortgagee for Tyler Gilskey and Tessa Gilskey hereby agrees to, consents, and ratifies this agreement.

June 18, 2021
Date

Hilltop National Bank
MORTGAGEE
By: [Signature]
Printed Name: Doug Morstad
Title: Vice President

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me this 21 day of June, 2021,
by Tyler Gilskey as Owner of Lot 24.

(seal)

[Signature]
NOTARY PUBLIC

My commission expires: March 8, 2025

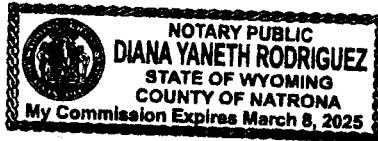
STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me this 21 day of June, 2021,
by Tessa Gilskey as Owner of Lot 24.

(seal)

Diana Yaneth Rodriguez
NOTARY PUBLIC

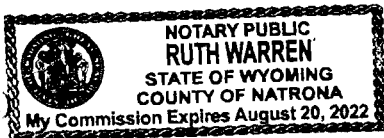
My commission expires: March 8, 2025



STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me this 18 day of June, 2021, by
Doug Morstad as Vice President
of Hilltop National Bank the Mortgagee.

(seal)



Ruth Warren
NOTARY PUBLIC

My commission expires: August 20, 2022

OWNER:

John Miller
John Miller as Owner of Lot 10,
4297 Douglass Road

OWNER:

Natalie Miller
Natalie Miller as Owner of Lot 10,
4297 Douglass Road

The undersigned mortgagee for John Miller and Natalie Miller hereby agrees to, consents, and ratifies this agreement.

_____ Date

N/A
MORTGAGEE

By: _____

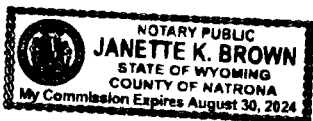
Printed Name: _____

Title: _____

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me this 26th day of July, 2021, by John Miller as Owner of Lot 10, 4297 Douglass Road.

(seal)



Janette K. Brown
NOTARY PUBLIC

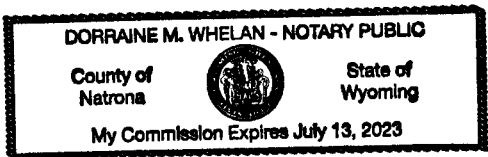
My commission expires: August 30, 2024

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me this 23 day of June, 2021,
by Natalie Miller as Owner of Lot 11, 4297 Douglass Road.

(seal) Doraine M. Whelan
NOTARY PUBLIC

My commission expires: 13 July 2023



STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

N/A

This instrument was acknowledged before me this _____ day of _____, 2021, by
_____ as _____
of _____ the Mortgagee.

(seal) _____
NOTARY PUBLIC

My commission expires: _____

OWNER:

[Signature]
Jeff Grutkowski as Owner of Lot 7,
4292 Douglass Road

OWNER:

[Signature]
Cheri Grutkowski as Owner of Lot 7,
4292 Douglass Road

The undersigned mortgagee for Jeff Grutkowski and Cheri Grutkowski hereby agrees to, consents, and ratifies this agreement.

6.22.21
Date

Highmark
MORTGAGEE
By: [Signature]
Printed Name: Lanell McDonald
Title: Mortgage Lender

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me this 14th day of June, 2021,
by Jeff Grutkowski as Owner of Lot 7, 4292 Douglass Road.

(seal)

[Signature]
NOTARY PUBLIC

My commission expires: April 30, 2022



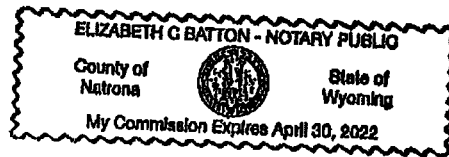
STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me this 14th day of June, 2021,
by Cheri Grufkowski as Owner of Lot 7, 4292 Douglass Road.

(seal)

Elizabeth G. Batton
NOTARY PUBLIC

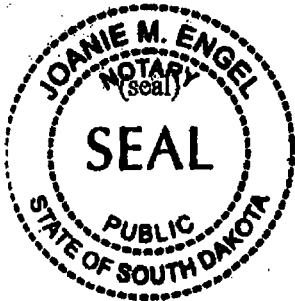
My commission expires: April 30, 2022



STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

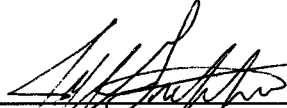
This instrument was acknowledged before me this 21 day of June 2021, by
Lance McDonald as Mortgage Lender
of Highmark the Mortgagee.

Joanie M. Engel
NOTARY PUBLIC



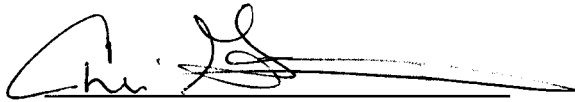
My commission expires: My Commission Expires
September 15, 2026

OWNER:



Jeff Grutkowski as Owner of Lot 7,
4292 Douglass Road

OWNER:



Cheri Grutkowski as Owner of Lot 7,
4292 Douglass Road

The undersigned mortgagee for Jeff Grutkowski and Cheri Grutkowski hereby agrees to, consents, and ratifies this agreement.

Date

MORTGAGEE

By: _____

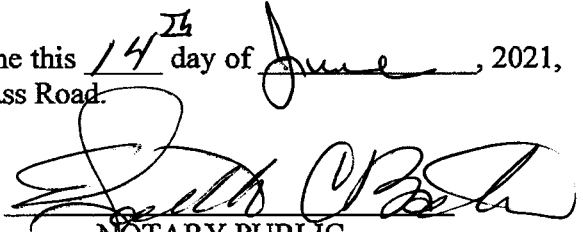
Printed Name: _____

Title: _____

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me this 14th day of June, 2021,
by Jeff Grutkowski as Owner of Lot 7, 4292 Douglass Road.

(seal)



NOTARY PUBLIC

My commission expires: April 30, 2022



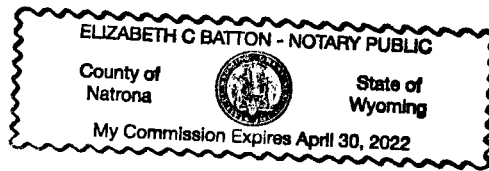
STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me this 14th day of June, 2021,
by Cheri Grutkowski as Owner of Lot 7, 4292 Douglass Road.

(seal)

Elizabeth C. Batton
NOTARY PUBLIC

My commission expires: April 30, 2022



STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me this _____ day of _____, 2021, by
_____ as _____
of _____ the Mortgagee.

(seal)

NOTARY PUBLIC

My commission expires: _____

OWNER:

Michael Le Grande
Mike LeGrande as Owner of Lot 12

OWNER:

Gay Le Grande
Gay LeGrande as Owner of Lot 12

The undersigned mortgagee for Mike LeGrande and Gay LeGrande hereby agrees to, consents, and ratifies this agreement.

_____ Date

N/A
MORTGAGEE

By: _____

Printed Name: _____

Title: _____

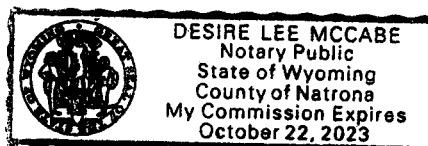
STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me this 19 day of July, 2021, by Mike LeGrande as Owner of Lot 12.

(seal)

Desire Lee McCabe
NOTARY PUBLIC

My commission expires: 10-22-2023



State of Wyoming
Natrona County
Exp: 10-22-2023

Desire Lee McCabe

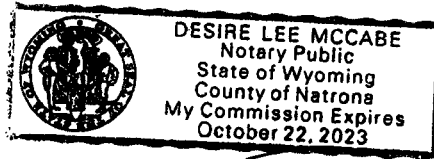
STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me this 19 day of July, 2021,
by Gay LeGrande as Owner of Lot 12.

(seal)

Desire Lee McCabe
NOTARY PUBLIC

My commission expires: 10-22-2023



*State of Wyoming
Natrona County
Exp: 10-22-2023*

Desire Lee McCabe

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

N/A

This instrument was acknowledged before me this _____ day of _____, 2021, by
_____ as _____
of _____ the Mortgagee.

(seal)

NOTARY PUBLIC

My commission expires: _____

WITNESS:

[Handwritten signature]

OWNER:

[Handwritten signature]
Lisa Kulits aka Elizabeth Kulits, as
Owner of Lot 6, 4190 Douglass Road

The undersigned mortgagee for Lisa Kulits aka Elizabeth Kulits hereby agrees to, consents, and ratifies this agreement.

_____ Date

N/A
MORTGAGEE

By: _____

Printed Name: _____

Title: _____

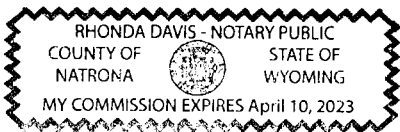
STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me this 9 day of June, 2021, by Lisa Kulits aka Elizabeth Kulits as Owner of Lot 6, 4190 Douglass Road.

(seal)

[Handwritten signature]
NOTARY PUBLIC

My commission expires: 4/10/23



STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

N/A

This instrument was acknowledged before me this ____ day of _____, 2021, by _____ as _____ of _____ the Mortgagee.

(seal)

NOTARY PUBLIC

My commission expires: _____

[The rest of this page is intentionally left blank.]

WITNESS:

[Handwritten signature]

OWNER:

[Handwritten signature]
David Brewbaker as Owner of Lot 8,
4394 Douglas Road, and Lot 9

The undersigned mortgagee for David Brewbaker hereby agrees to, consents, and ratifies this agreement.

Date

N/A
MORTGAGEE

By: _____

Printed Name: _____

Title: _____

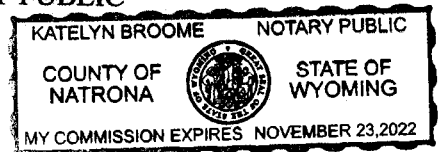
STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me this 19 day of July, 2021,
by David Brewbaker as Owner of Lot 8, 4394 Douglas Road, and Lot 9.

(seal)

[Handwritten signature]
NOTARY PUBLIC

My commission expires: 11-23-22



STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

N/A

This instrument was acknowledged before me this ____ day of _____, 2021, by
_____ as _____
of _____ the Mortgagee.

(seal)

NOTARY PUBLIC

My commission expires: _____

[The rest of this page is intentionally left blank.]

OWNER:

Justin Michael Orr, Trustee of the Justin Michael Orr Revocable Trust, dated February 22, 2019, Owner of Lot 23

OWNER:

Acacia Rene Orr, Trustee of the Acacia Rene Orr Revocable Trust, dated February 22, 2019, Owner of Lot 23

The undersigned mortgagee for Justin Michael Orr and Acacia Rene Orr hereby agrees to, consents, and ratifies this agreement.

Date

N/A

MORTGAGEE

By: _____

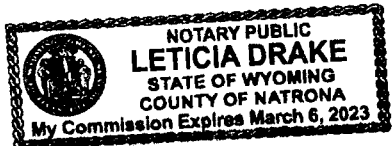
Printed Name: _____

Title: _____

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me this 9th day of July, 2021, by Justin Michael Orr, Trustee of the Justin Michael Orr Revocable Trust, dated February 22, 2019 as Owner of Lot 23.

(seal)



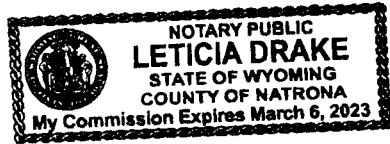
NOTARY PUBLIC

My commission expires: 3/6/23

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me this 9th day of July, 2021, by Acacia Rene Orr, Trustee of the Acacia Rene Orr Revocable Trust, dated February 22, 2019 as Owner of Lot 23.

(seal)



[Signature]
NOTARY PUBLIC

My commission expires: 3/6/23

STATE OF WYOMING)
) ss. N/A
COUNTY OF NATRONA)

This instrument was acknowledged before me this _____ day of _____, 2021, by _____ as _____ of _____ the Mortgagee.

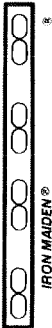
(seal)

NOTARY PUBLIC

My commission expires: _____

Exhibit "A"
Swingle Ranch Tracts Homeowners

Lot Number / Address	Owner	Owner Mailing Address
6 4190 Douglass Road	Lisa Kulits aka Elizabeth Kulits	150 East B Street #2430 Casper, WY 82602
7 4292 Douglass Road	Jeff and Cheri Grutkowski	719 S. Melrose Casper, WY 82601
8 4394 Douglass Road	David Brewbaker	4014 Sweetbrier Casper, WY 82604
9 No Address	David Brewbaker	4014 Sweetbrier Casper, WY 82604
10 4297 Douglass Road	John and Natalie Miller	1654 Bellaire Drive Casper, WY 82604
11 5707 Kings Row	Sean and Stephanie King	1520 Cornwall Street Casper, WY 82609
12 No Address	Mike and Gay LeGrande	2095 Glendo Street Casper, WY 82604
23 No Address	Justin Michael Orr, Trustee of the Justin Michael Orr Revocable Trust, dated February 22, 2019 and Acacia Rene Orr, Trustee of the Acacia Rene Orr Revocable Trust, dated February 22, 2019	14401 Bessemer Bend Road Casper, WY 82604
24 No Address	Tyler and Tessa Gilskey	2332 Glendale Ave. Casper, WY 82601



U.S.A. DESIGN PATENT 4139248-1979
CANADIAN PATENT 10655729 1979

RD 1977

HOUSTON, TEXAS, U.S.A.

Packet 12
Folder 5

STATE OF WYOMING
This instrument is recorded in Book 39 of Deeds

SWINGLE RANCH TRACTS

This is to certify that Charles H. Swingle and Eva Swingle, husband and wife are the sole owners and proprietors of the South One Half (S 1/2) of Section Twenty-four (24) Township Thirty-three (33) North, Range Eighty (80) West of the Sixth (6th) Principal Meridian in Natrona County, Wyoming, and that the above and foregoing sub-division of the said land as appears on this plat is with the free consent and in accordance with the desires of the undersigned owners and proprietors; that this plat is supplemental to and amendatory of the original plat and dedication of the same subdivision as the same appears of record in Book 33 of Deeds at Page 191 records of Natrona County, Wyoming, and is made and filed for the purpose of correcting technical errors in said original plat and dedication; that said undersigned owners and proprietors hereby waive and release any and all rights in and to said above lands under and by virtue of the Homestead Exemption laws of the State of Wyoming, and that the streets and alleys as shown hereon are hereby dedicated to the Public use.

Witness
Ch. Blougnon

Charles H. Swingle
Eva Swingle

The State of Wyoming, }
County of Natrona. } ss.

On this 17th day of May A.D. 1923, before me personally appeared Charles H. Swingle and Eva Swingle, husband and wife, to me known to be the persons described in and who executed the above and foregoing instrument and acknowledged that they signed, sealed and delivered the same as their free act and deed, for the uses and purposes therein set forth, including the release and waiver of the right of homestead, the said wife having been by me fully apprised of her right and the effect of signing and acknowledging the said instrument.

Given under my hand and Notarial Seal this 17th day of May A.D. 1923.

Ch. Blougnon
Notary Public

My commission expires June 19th, 1923

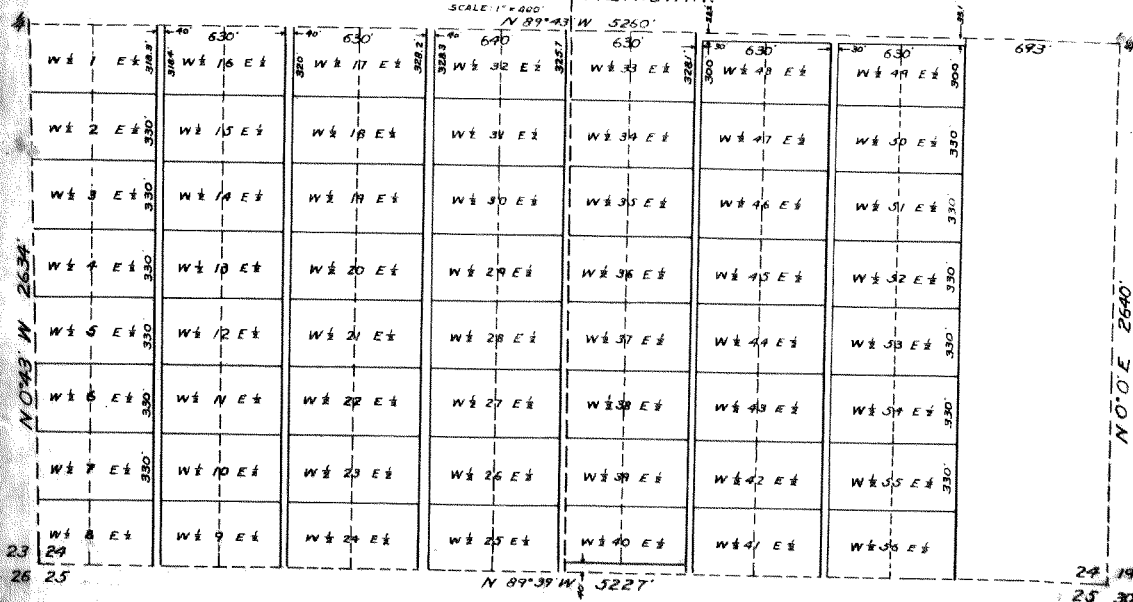
The State of Wyoming, }
County of Natrona. } ss.

Albert M. Zuill of Casper, Wyoming, of lawful age and first duly sworn according to Law, on his oath says; that he is a licensed engineer in the State of Wyoming; that he made a survey of the South one-half (S 1/2) of Section twenty four (24) Township thirty three (33) North, Range eighty (80) West of the sixth (6th) Principal Meridian in Natrona County, Wyoming, at the request of Charles H. Swingle and Eva Swingle, husband and wife, owners and proprietors of the land; that they subdivided said land into Tracts and Streets as shown by the Plat to which this certificate is attached and of which it forms a part and that said Plat is a true and correct representation of said survey.

Albert M. Zuill
Surveyor
Ch. Blougnon
Notary Public

Subscribed in my presence and sworn to before me this 17th day of May A.D. 1923.
My commission expires June 19th, 1923.

SUBDIVISION
SOUTH 1/2 SECTION 24, T. 33 N., R. 80 W.
OF
6TH PRINCIPAL MERIDIAN.



COMMITMENT TO ANNEX TO THE CITY OF CASPER, WYOMING
(Individual Form)

I, Lisa Kulits aka Elizabeth Kulits,
respectively the owner(s) and mortgagee of the following described real estate located in Natrona
County, to-wit:

LISA KULITS aka ELIZABETH KULITS
4190 DOUGLASS ROAD
LOT 6 OF THE SWINGLE RANCH TRACTS SUBDIVISION
CASPER, WYOMING, NATRONA COUNTY
PROPERTY AS DESCRIBED IN EXHIBIT "A"

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.

6-9-21
Date

Lisa Kulits
Lisa Kulits aka Elizabeth Kulits
OWNER

Date

N/A
MORTGAGEE

By: _____

Name: _____

Title: _____

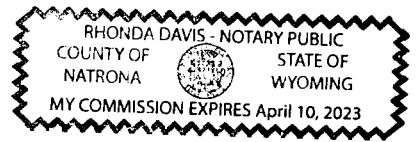
STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me this 9 day of June, 2021,
by Lisa Kulits aka Elizabeth Kulits.

(seal)

Rhonda Davis
NOTARY PUBLIC

My commission expires: 4/10/23



STATE OF _____)
) ss.
COUNTY OF _____)

N/A

This instrument was acknowledged before me this _____ day of _____,
2021, by _____, as _____ of
_____, MORTGAGEE.

(seal)

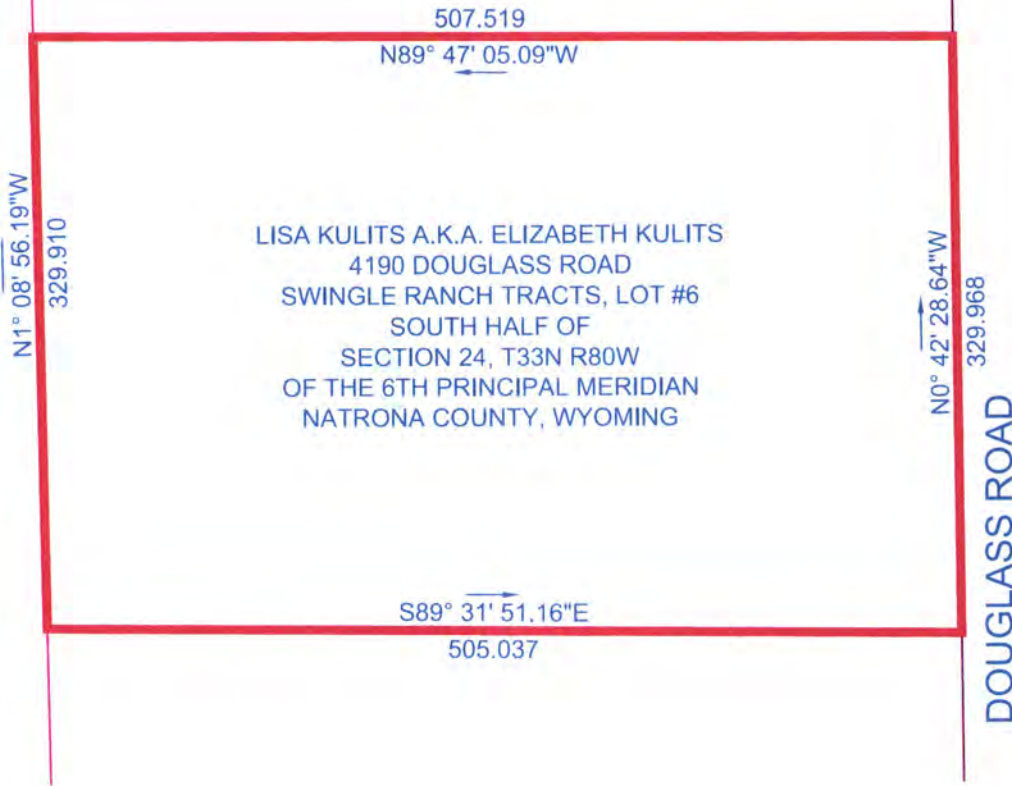
NOTARY PUBLIC

My commission expires: _____



VICINITY MAP
NOT TO SCALE

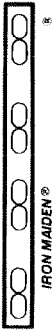
LOCATION MAP EXHIBIT "A"



VICINITY MAP
NOT TO SCALE

VICINITY MAP





U.S.A. DESIGN PATENT 4139248-1979
CANADIAN PATENT 10655729 1979

RD 1977

HOUSTON, TEXAS, U.S.A.

Packet 12
Folder 5

STATE OF WYOMING
This is to certify that Charles H. Swingle and Eva Swingle, husband and wife, are the sole owners and proprietors of the South One Half (S 1/2) of Section Twenty-four (24) Township Thirty-three (33) North, Range Eighty (80) West of the Sixth (6th) Principal Meridian in Natrona County, Wyoming, and that the above and foregoing sub-division of the said land as appears on this plat is with the free consent and in accordance with the desires of the undersigned owners and proprietors; that this plat is supplemental to and amendatory of the original plat and dedication of the same subdivision as the same appears of record in Book 33 of Deeds at Page 191 records of Natrona County, Wyoming, and is made and filed for the purpose of correcting technical errors in said original plat and dedication; that said undersigned owners and proprietors hereby waive and release any and all rights in and to said above lands under and by virtue of the Homestead Exemption laws of the State of Wyoming, and that the streets and alleys as shown hereon are hereby dedicated to the Public use.

SWINGLE RANCH TRACTS

This is to certify that Charles H. Swingle and Eva Swingle, husband and wife, are the sole owners and proprietors of the South One Half (S 1/2) of Section Twenty-four (24) Township Thirty-three (33) North, Range Eighty (80) West of the Sixth (6th) Principal Meridian in Natrona County, Wyoming, and that the above and foregoing sub-division of the said land as appears on this plat is with the free consent and in accordance with the desires of the undersigned owners and proprietors; that this plat is supplemental to and amendatory of the original plat and dedication of the same subdivision as the same appears of record in Book 33 of Deeds at Page 191 records of Natrona County, Wyoming, and is made and filed for the purpose of correcting technical errors in said original plat and dedication; that said undersigned owners and proprietors hereby waive and release any and all rights in and to said above lands under and by virtue of the Homestead Exemption laws of the State of Wyoming, and that the streets and alleys as shown hereon are hereby dedicated to the Public use.

Witness
Ch. Blougnon

Charles H. Swingle
Eva Swingle

The State of Wyoming, }
County of Natrona. } ss.

On this 17th day of May A.D. 1923, before me personally appeared Charles H. Swingle and Eva Swingle, husband and wife, to me known to be the persons described in and who executed the above and foregoing instrument and acknowledged that they signed, sealed and delivered the same as their free act and deed, for the uses and purposes therein set forth, including the release and waiver of the right of homestead, the said wife having been by me fully apprised of her right and the effect of signing and acknowledging the said instrument.

Given under my hand and Notarial Seal this 17th day of May A.D. 1923.

Ch. Blougnon
Notary Public

My commission expires June 19th, 1923

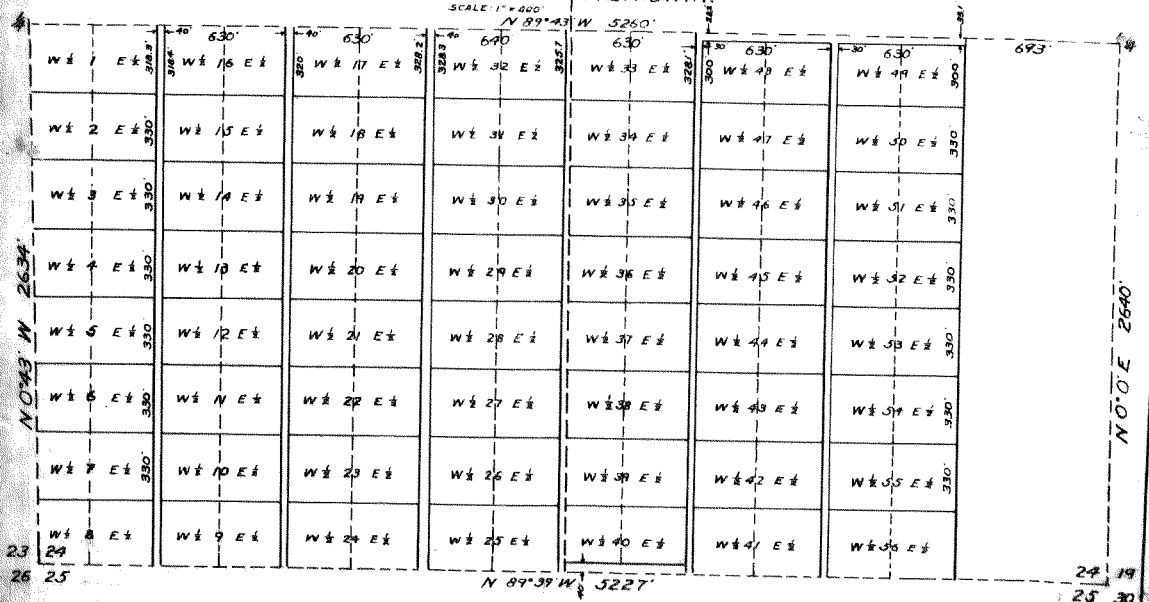
The State of Wyoming, }
County of Natrona. } ss.

Albert M. Zuill of Casper, Wyoming, of lawful age and first duly sworn according to Law, on his oath says; that he is a licensed engineer in the State of Wyoming; that he made a survey of the South one-half (S 1/2) of Section twenty four (24) Township thirty three (33) North, Range eighty (80) West of the sixth (6th) Principal Meridian in Natrona County, Wyoming, at the request of Charles H. Swingle and Eva Swingle, husband and wife, owners and proprietors of the land; that they subdivided said land into Tracts and Streets as shown by the Plat to which this certificate is attached and of which it forms a part and that said Plat is a true and correct representation of said survey.

Albert M. Zuill
Surveyor
Ch. Blougnon
Notary Public

Subscribed in my presence and sworn to before me this 17th day of May A.D. 1923.
My commission expires June 19th, 1923.

SUBDIVISION
SOUTH 1/2 SECTION 24, T. 33 N., R. 80 W.
OF
6TH PRINCIPAL MERIDIAN.



COMMITMENT TO ANNEX TO THE CITY OF CASPER, WYOMING
(Individual Form)

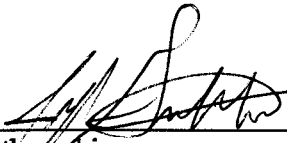
We, Jeff Grutkowski and Cheri Grutkowski,
respectively the owner(s) and mortgagee of the following described real estate located in Natrona
County, to-wit:

JEFF GRUTKOWSKI AND CHERI GRUTKOWSKI
4292 DOUGLASS ROAD
LOT 7 OF THE SWINGLE RANCH TRACTS SUBDIVISION
CASPER, WYOMING, NATRONA COUNTY
PROPERTY AS DESCRIBED IN EXHIBIT "A"


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.

6/14/21
Date


Jeff Grutkowski
OWNER

6/14/21
Date


Cheri Grutkowski
OWNER

06/11/2021
Date

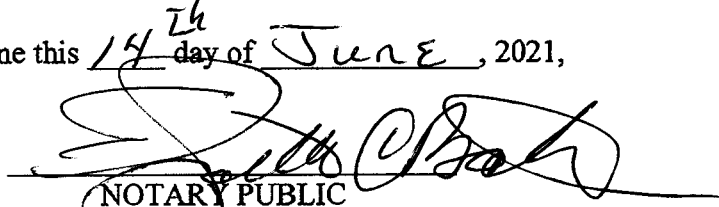
Highmark FCU
MORTGAGEE

By: LaNell McDonald
Name: LaNell McDonald
Title: Mortgage Lender

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me this 14th day of JUNE, 2021,
by Jeff Grutkowski.

(seal)


NOTARY PUBLIC

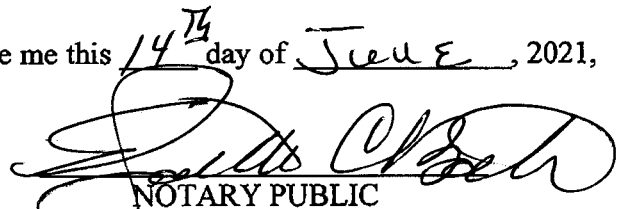
My commission expires: April 30, 2022



STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me this 14th day of JUNE, 2021,
by Cheri Grutkowski.

(seal)


NOTARY PUBLIC

My commission expires: April 30, 2022



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

N1° 08' 56.19"W
329.910

S89° 31' 51.16"E
505.037

JEFF & CHERI GRUTKOWSKI
4292 DOUGLASS ROAD
SWINGLE RANCH TRACTS, LOT #7
SOUTH HALF OF
SECTION 24, T33N R80W
OF THE 6TH PRINCIPAL MERIDIAN
NATRONA COUNTY, WYOMING

347.177
S0° 42' 28.64"E
DOUGLASS ROAD

N89° 54' 15.00"E
502.248

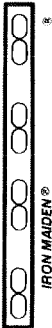
VICINITY MAP

VICINITY MAP
NOT TO SCALE



PROPOSED
SERVICE
LOCATION

Jeff & Cheri Grutdowski
4292 Douglass Road
Commitment to Annex
Exhibit "A" Page 360



U.S.A. DESIGN PATENT 4139248-1979
CANADIAN PATENT 10655729 1979

RD 1977

HOUSTON, TEXAS, U.S.A.

Packet 12
Folder 5

STATE OF WYOMING
This instrument is recorded in Book 39 of Deeds

SWINGLE RANCH TRACTS

This is to certify that Charles H. Swingle and Eva Swingle, husband and wife are the sole owners and proprietors of the South One Half (S 1/2) of Section Twenty-four (24) Township Thirty-three (33) North, Range Eighty (80) West of the Sixth (6th) Principal Meridian in Natrona County, Wyoming, and that the above and foregoing sub-division of the said land as appears on this plat is with the free consent and in accordance with the desires of the undersigned owners and proprietors; that this plat is supplemental to and amendatory of the original plat and dedication of the same subdivision as the same appears of record in Book 33 of Deeds at Page 191 records of Natrona County, Wyoming, and is made and filed for the purpose of correcting technical errors in said original plat and dedication; that said undersigned owners and proprietors hereby waive and release any and all rights in and to said above lands under and by virtue of the Homestead Exemption laws of the State of Wyoming, and that the streets and alleys as shown hereon are hereby dedicated to the Public use.

Witness
Ch. Blougnon

Charles H. Swingle
Eva Swingle

The State of Wyoming, }
County of Natrona. } ss.

On this 17th day of May A.D. 1923, before me personally appeared Charles H. Swingle and Eva Swingle, husband and wife, to me known to be the persons described in and who executed the above and foregoing instrument and acknowledged that they signed, sealed and delivered the same as their free act and deed, for the uses and purposes therein set forth, including the release and waiver of the right of homestead, the said wife having been by me fully apprised of her right and the effect of signing and acknowledging the said instrument.

Given under my hand and Notarial Seal this 17th day of May A.D. 1923.

Ch. Blougnon
Notary Public

My commission expires June 19th, 1923

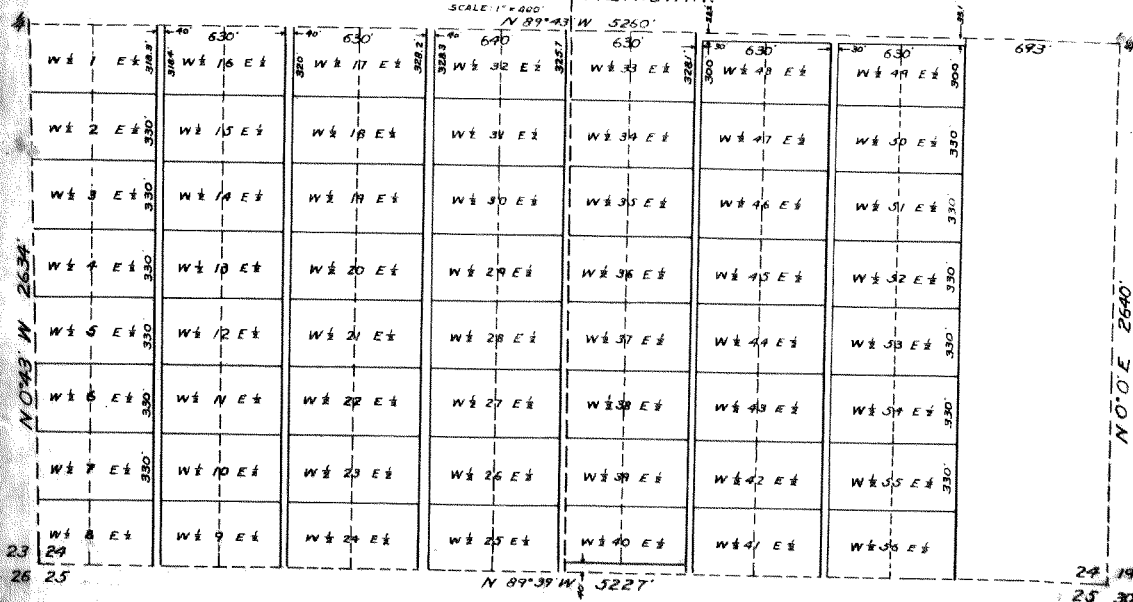
The State of Wyoming, }
County of Natrona. } ss.

Albert M. Zuill of Casper, Wyoming, of lawful age and first duly sworn according to Law, on his oath says; that he is a licensed engineer in the State of Wyoming; that he made a survey of the South one-half (S 1/2) of Section twenty four (24) Township thirty three (33) North, Range eighty (80) West of the sixth (6th) Principal Meridian in Natrona County, Wyoming, at the request of Charles H. Swingle and Eva Swingle, husband and wife, owners and proprietors of the land; that they subdivided said land into Tracts and Streets as shown by the Plat to which this certificate is attached and of which it forms a part and that said Plat is a true and correct representation of said survey.

Albert M. Zuill
Surveyor
Ch. Blougnon
Notary Public

Subscribed in my presence and sworn to before me this 17th day of May A.D. 1923.
My commission expires June 19th, 1923.

SUBDIVISION
SOUTH 1/2 SECTION 24, T. 33 N., R. 80 W.
OF
6TH PRINCIPAL MERIDIAN.



COMMITMENT TO ANNEX TO THE CITY OF CASPER, WYOMING
(Individual Form)

I, David Brewbaker

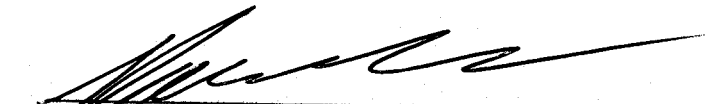
respectively the owner(s) and mortgagee of the following described real estate located in Natrona County, to-wit:

**DAVID BREWBAKER
4394 DOUGLASS ROAD
[REDACTED] OF THE SWINGLE RANCH TRACTS SUBDIVISION
CASPER, WYOMING, NATRONA COUNTY
PROPERTY AS DESCRIBED IN EXHIBIT "A"**

for valuable consideration, the receipt of which is hereby acknowledged, agree and commit to the annexation of the above-described property to the City of Casper, Wyoming at the request of the Casper City Council or on a property owner's petition. The undersigned further waive any statutory or other right to protest any such annexation.

This commitment to annex shall run with and bind the above described real property, and shall be included in every sale, conveyance or mortgage involving the above-described property. This commitment to annex shall be binding upon the Owner(s) and mortgagee, and their heirs, successors, and assigns forever.

Date 7-19-21



David Brewbaker
OWNER

Date

N/A

MORTGAGEE

By: _____
Name: _____
Title: _____

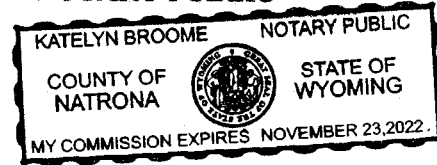
STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me this 19 day of July, 2021,
by David Brewbaker.

(seal)

Katelyn Broome
NOTARY PUBLIC

My commission expires: 11-23-22



STATE OF _____)
) ss. N/A
COUNTY OF _____)

This instrument was acknowledged before me this _____ day of _____,
2021, by _____, as _____ of
_____, MORTGAGEE.

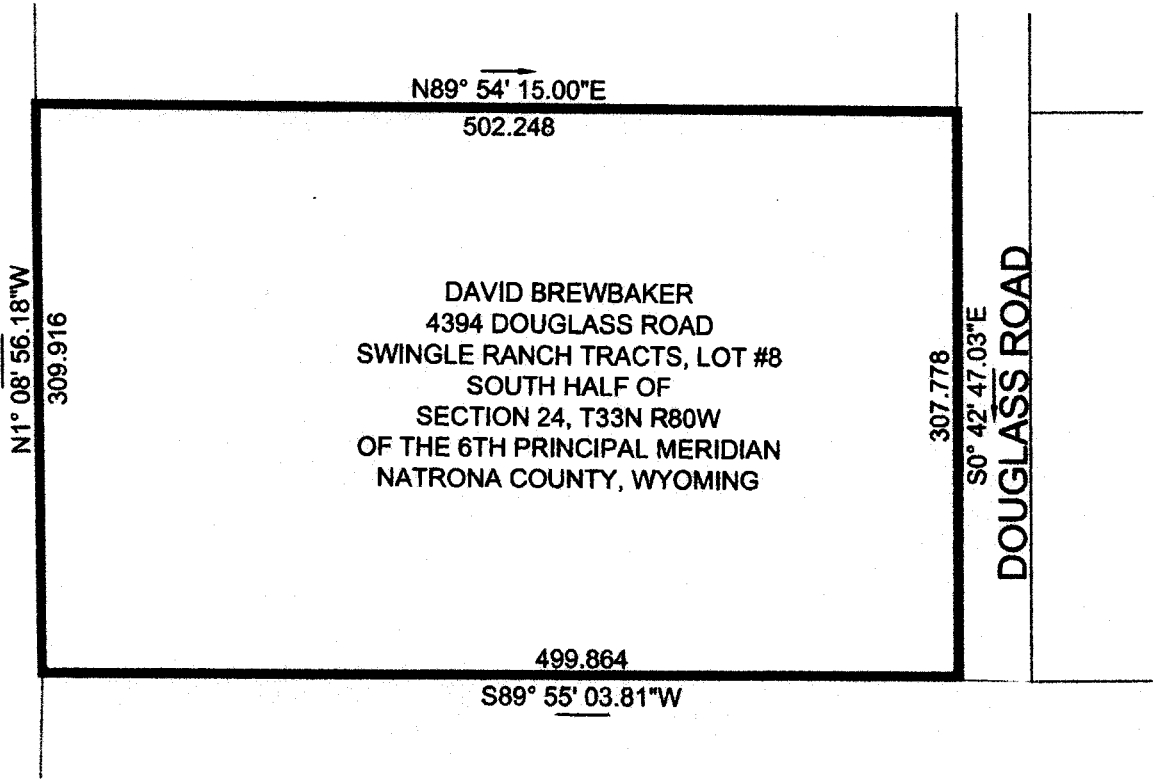
(seal)

NOTARY PUBLIC

My commission expires: _____

VICINITY MAP
NOT TO SCALE

LOCATION MAP EXHIBIT "A"



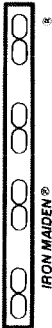
VICINITY MAP
NOT TO SCALE

VICINITY MAP



PROPOSED
SERVICE
LOCATION

David Brewbaker
4394 Douglass Road
Commitment to Annex
Exhibit "A" Page 1 of 2



U.S.A. DESIGN PATENT 4139248-1979
CANADIAN PATENT 10655729 1979

RD 1977

HOUSTON, TEXAS, U.S.A.

Packet 12
Folder 5

STATE OF WYOMING
This instrument is recorded in Book 39 of Deeds

SWINGLE RANCH TRACTS

This is to certify that Charles H. Swingle and Eva Swingle, husband and wife are the sole owners and proprietors of the South One Half (S 1/2) of Section Twenty-four (24) Township Thirty-three (33) North, Range Eighty (80) West of the Sixth (6th) Principal Meridian in Natrona County, Wyoming, and that the above and foregoing sub-division of the said land as appears on this plat is with the free consent and in accordance with the desires of the undersigned owners and proprietors; that this plat is supplemental to and amendatory of the original plat and dedication of the same subdivision as the same appears of record in Book 33 of Deeds at Page 191 records of Natrona County, Wyoming, and is made and filed for the purpose of correcting technical errors in said original plat and dedication; that said undersigned owners and proprietors hereby waive and release any and all rights in and to said above lands under and by virtue of the Homestead Exemption laws of the State of Wyoming, and that the streets and alleys as shown hereon are hereby dedicated to the Public use.

Witness
Ch. Blougnon

Charles H. Swingle
Eva Swingle

The State of Wyoming, }
County of Natrona. } ss.

On this 17th day of May A.D. 1923, before me personally appeared Charles H. Swingle and Eva Swingle, husband and wife, to me known to be the persons described in and who executed the above and foregoing instrument and acknowledged that they signed, sealed and delivered the same as their free act and deed, for the uses and purposes therein set forth, including the release and waiver of the right of homestead, the said wife having been by me fully apprised of her right and the effect of signing and acknowledging the said instrument.

Given under my hand and Notarial Seal this 17th day of May A.D. 1923.

Ch. Blougnon
Notary Public

My commission expires June 19th, 1923

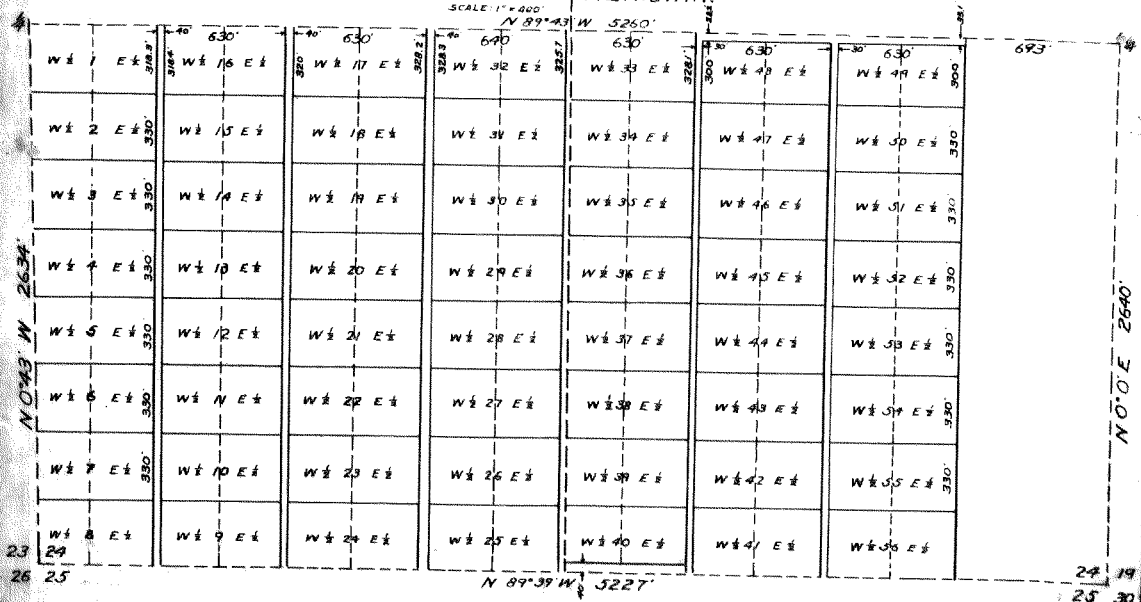
The State of Wyoming, }
County of Natrona. } ss.

Albert M. Zuill of Casper, Wyoming, of lawful age and first duly sworn according to Law, on his oath says; that he is a licensed engineer in the State of Wyoming; that he made a survey of the South one-half (S 1/2) of Section twenty four (24) Township thirty three (33) North, Range eighty (80) West of the sixth (6th) Principal Meridian in Natrona County, Wyoming, at the request of Charles H. Swingle and Eva Swingle, husband and wife, owners and proprietors of the land; that they subdivided said land into Tracts and Streets as shown by the Plat to which this certificate is attached and of which it forms a part and that said Plat is a true and correct representation of said survey.

Albert M. Zuill
Surveyor
Ch. Blougnon
Notary Public

Subscribed in my presence and sworn to before me this 17th day of May A.D. 1923.
My commission expires June 19th, 1923.

SUBDIVISION
SOUTH 1/2 SECTION 24, T. 33 N., R. 80 W.
OF
6TH PRINCIPAL MERIDIAN.



COMMITMENT TO ANNEX TO THE CITY OF CASPER, WYOMING
(Individual Form)

I, David Brewbaker


respectively the owner(s) and mortgagee of the following described real estate located in Natrona County, to-wit:

DAVID BREWBAKER
LOTS OF THE SWINGLE RANCH TRACTS SUBDIVISION
CASPER, WYOMING, NATRONA COUNTY
PROPERTY AS DESCRIBED IN EXHIBIT "A"

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.

7-19-21
Date


David Brewbaker
OWNER

Date

N/A
MORTGAGEE

By: _____

Name: _____

Title: _____

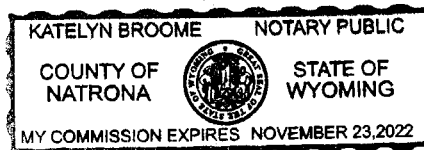
STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me this 19 day of July, 2021,
by David Brewbaker.

(seal)

Katelyn Broome
NOTARY PUBLIC

My commission expires: 11-23-22



STATE OF _____)
) ss. N/A
COUNTY OF _____)

This instrument was acknowledged before me this _____ day of _____,
2021, by _____, as _____ of
_____, MORTGAGEE.

(seal)

NOTARY PUBLIC

My commission expires: _____

VICINITY MAP
NOT TO SCALE

LOCATION MAP EXHIBIT "A"



DOUGLASS ROAD
N0° 43' 00.00"W

309.916

N89° 37' 38.39"E

630.000

DAVID BREWBAKER
SWINGLE RANCH TRACTS, LOT #9
SOUTH HALF OF
SECTION 24, T33N R80W
OF THE 6TH PRINCIPAL MERIDIAN
NATRONA COUNTY, WYOMING

309.916

S0° 43' 00.00"E

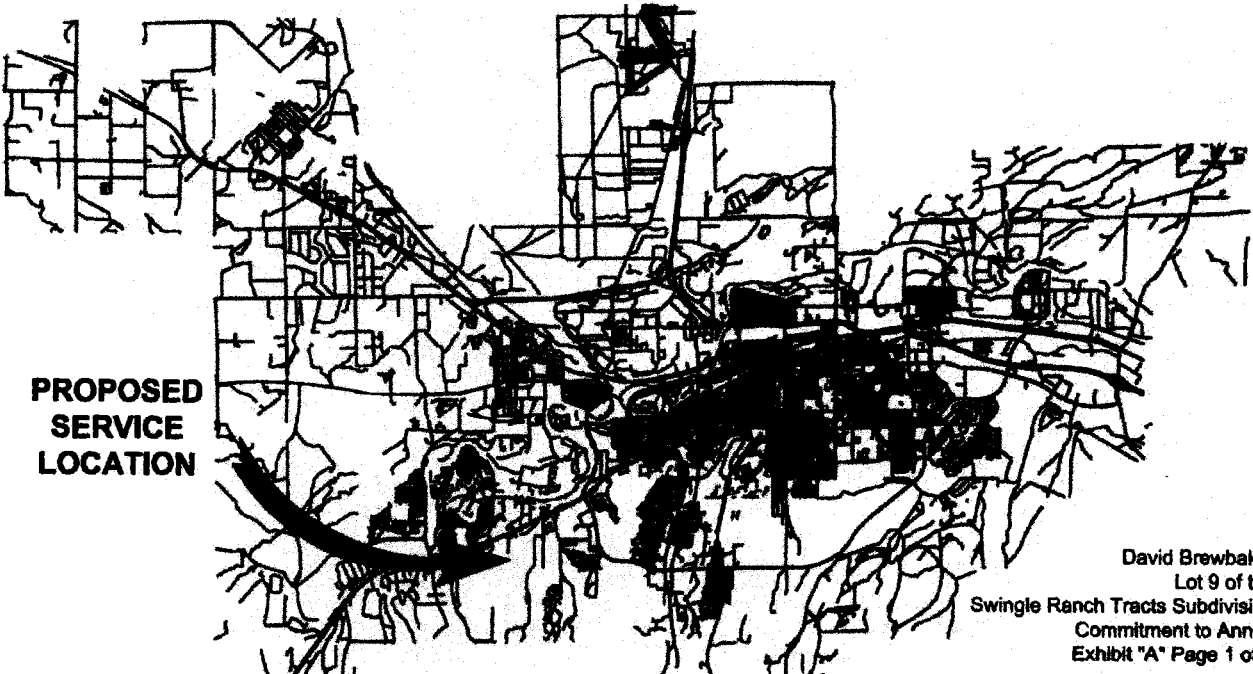
TAVARES ROAD

630.000

S89° 20' 38.46"W

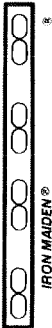
VICINITY MAP
NOT TO SCALE

VICINITY MAP



PROPOSED
SERVICE
LOCATION

David Brewbaker
Lot 9 of the
Swingle Ranch Tracts Subdivision
Commitment to Annex
Exhibit "A" Page 1 of 2



U.S.A. DESIGN PATENT 4139248-1979
CANADIAN PATENT 10655729 1979

RD 1977

HOUSTON, TEXAS, U.S.A.

Packet 12
Folder 5

SWINGLE RANCH TRACTS

STATE OF WYOMING
This instrument is recorded in Book 39 of Deeds

This is to certify that Charles H. Swingle and Eva Swingle, husband and wife are the sole owners and proprietors of the South One Half (S 1/2) of Section Twenty-four (24) Township Thirty-three (33) North, Range Eighty (80) West of the Sixth (6th) Principal Meridian in Natrona County, Wyoming, and that the above and foregoing sub-division of the said land as appears on this plat is with the free consent and in accordance with the desires of the undersigned owners and proprietors; that this plat is supplemental to and amendatory of the original plat and dedication of the same subdivision as the same appears of record in Book 33 of Deeds at Page 191 records of Natrona County, Wyoming, and is made and filed for the purpose of correcting technical errors in said original plat and dedication; that said undersigned owners and proprietors hereby waive and release any and all rights in and to said above lands under and by virtue of the Homestead Exemption laws of the State of Wyoming, and that the streets and alleys as shown hereon are hereby dedicated to the Public use.

Witness
Ch. Blougnor
Charles H. Swingle
Eva Swingle

The State of Wyoming, }
County of Natrona. } ss.

On this 17th day of May A.D. 1923, before me personally appeared Charles H. Swingle and Eva Swingle, husband and wife, to me known to be the persons described in and who executed the above and foregoing instrument and acknowledged that they signed, sealed and delivered the same as their free act and deed, for the uses and purposes therein set forth, including the release and waiver of the right of homestead, the said wife having been by me fully apprised of her right and the effect of signing and acknowledging the said instrument.

Given under my hand and Notarial Seal this 17th day of May A.D. 1923.

Ch. Blougnor
Notary Public

My commission expires June 19th, 1923

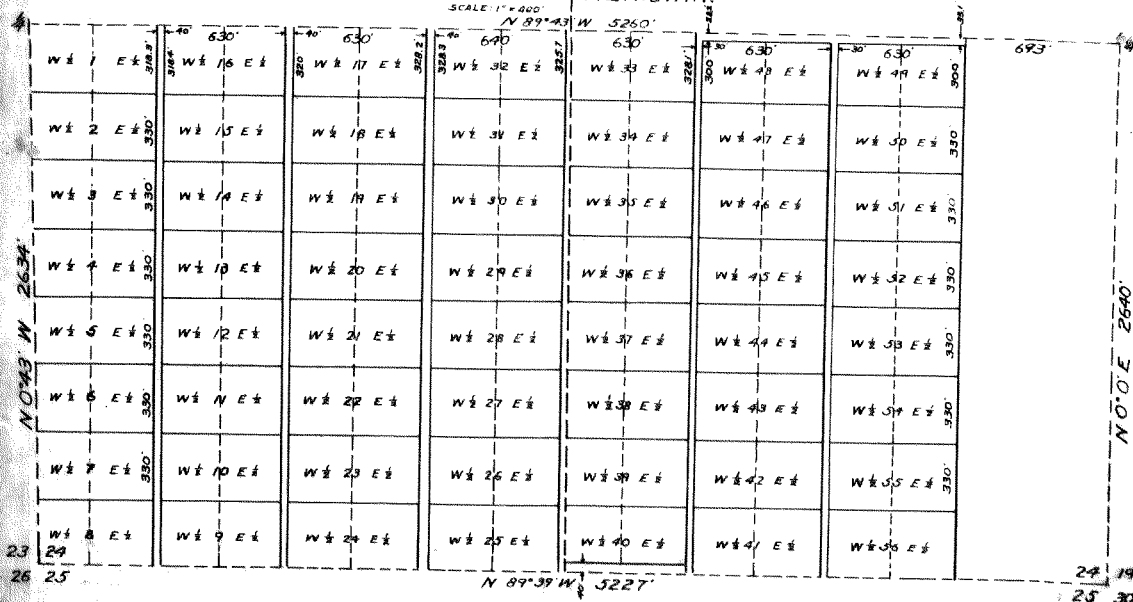
The State of Wyoming, }
County of Natrona. } ss.

Albert M. Zuill of Casper, Wyoming, of lawful age and first duly sworn according to Law, on his oath says; that he is a licensed engineer in the State of Wyoming; that he made a survey of the South one-half (S 1/2) of Section twenty four (24) Township thirty three (33) North, Range eighty (80) West of the sixth (6th) Principal Meridian in Natrona County, Wyoming, at the request of Charles H. Swingle and Eva Swingle, husband and wife, owners and proprietors of the land; that they subdivided said land into Tracts and Streets as shown by the Plat to which this certificate is attached and of which it forms a part and that said Plat is a true and correct representation of said survey.

Subscribed in my presence and sworn to before me this 17th day of May A.D. 1923.
My commission expires June 19th, 1923.

Albert M. Zuill
Surveyor
Ch. Blougnor
Notary Public

SUBDIVISION
SOUTH 1/2 SECTION 24, T. 33 N., R. 80 W.
OF
6TH PRINCIPAL MERIDIAN.



COMMITMENT TO ANNEX TO THE CITY OF CASPER, WYOMING
(Individual Form)


We, John Miller and Natalie Miller,
respectively the owner(s) and mortgagee of the following described real estate located in Natrona
County, to-wit:

**JOHN MILLER AND NATALIE MILLER
4297 DOUGLASS ROAD
LOT 10 OF THE SWINGLE RANCH TRACTS SUBDIVISION
CASPER, WYOMING, NATRONA COUNTY
PROPERTY AS DESCRIBED IN EXHIBIT "A"**

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.

6/23/21
Date


John Miller
OWNER

6/23/21
Date

Natalie Miller
Natalie Miller
OWNER

Date

N/A
MORTGAGEE

By: _____

Name: _____

Title: _____

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me this 23 day of June, 2021,
by John Miller.

(seal)

Doraine M. Whelan
NOTARY PUBLIC

My commission expires: 13 July 2023



STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me this 23 day of June, 2021,
by Natalie Miller.

(seal)

Doraine M. Whelan
NOTARY PUBLIC

My commission expires: 13 July 2023



STATE OF _____)
) ss.
COUNTY OF _____)

N/A

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

DOUGLAS ROAD

N0° 43' 00.00"W

329.910

N89° 20' 38.46"E

609.742

JOHN & NATALIE MILLER
4297 DOUGLAS ROAD
SWINGLE RANCH TRACTS, LOT #10
SOUTH HALF OF
SECTION 24, T33N R80W
OF THE 6TH PRINCIPAL MERIDIAN
NATRONA COUNTY, WYOMING

329.557

S0° 43' 00.00"E

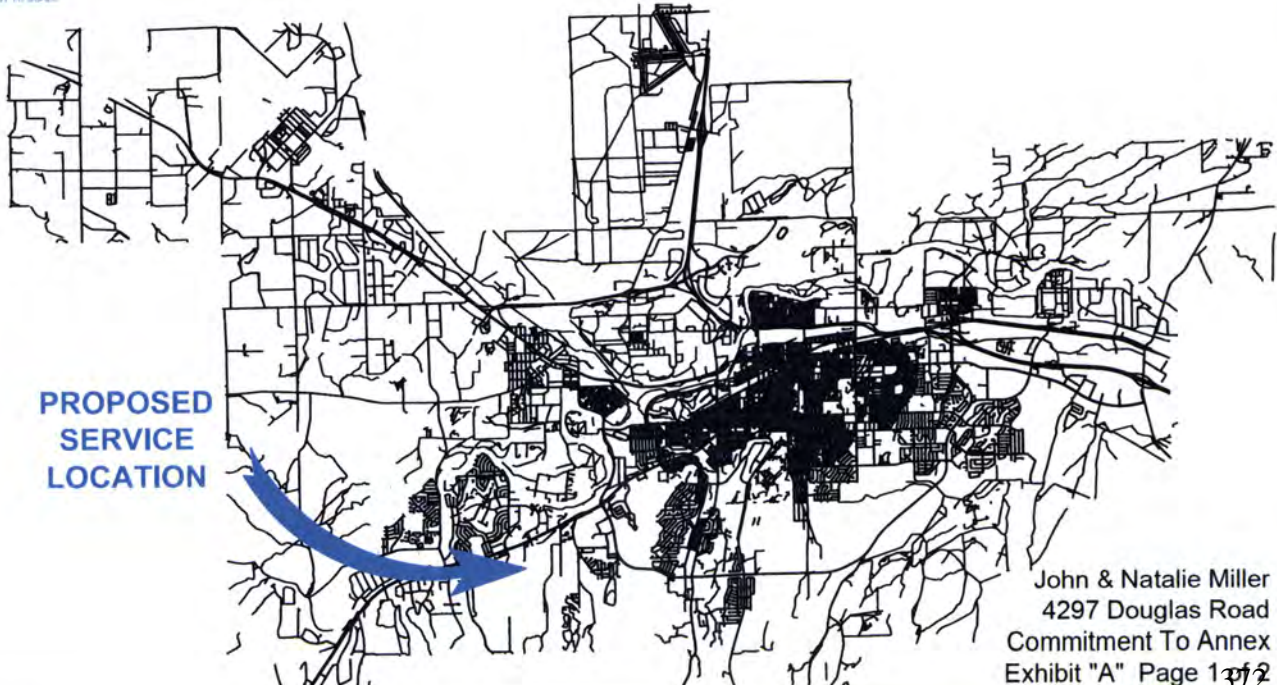
TAVARES ROAD

N89° 20' 38.46"E

609.742

VICINITY MAP

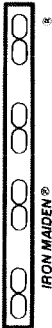
VICINITY MAP
NOT TO SCALE



PROPOSED
SERVICE
LOCATION

John & Natalie Miller
4297 Douglas Road
Commitment To Annex
Exhibit "A" Page 1 of 2

12-09-16/2018



U.S.A. DESIGN PATENT 4139248-1979
CANADIAN PATENT 10655729 1979

RD 1977

HOUSTON, TEXAS, U.S.A.

Packet 12
Folder 5

STATE OF WYOMING
This instrument is recorded in Book 39 of Deeds

SWINGLE RANCH TRACTS

This is to certify that Charles H. Swingle and Eva Swingle, husband and wife are the sole owners and proprietors of the South One Half (S 1/2) of Section Twenty-four (24) Township Thirty-three (33) North, Range Eighty (80) West of the Sixth (6th) Principal Meridian in Natrona County, Wyoming, and that the above and foregoing sub-division of the said land as appears on this plat is with the free consent and in accordance with the desires of the undersigned owners and proprietors; that this plat is supplemental to and amendatory of the original plat and dedication of the same subdivision as the same appears of record in Book 33 of Deeds at Page 191 records of Natrona County, Wyoming, and is made and filed for the purpose of correcting technical errors in said original plat and dedication; that said undersigned owners and proprietors hereby waive and release any and all rights in and to said above lands under and by virtue of the Homestead Exemption laws of the State of Wyoming, and that the streets and alleys as shown hereon are hereby dedicated to the Public use.

Witness
Ch. Blougnon

Charles H. Swingle
Eva Swingle

The State of Wyoming, }
County of Natrona. } ss.

On this 17th day of May A.D. 1923, before me personally appeared Charles H. Swingle and Eva Swingle, husband and wife, to me known to be the persons described in and who executed the above and foregoing instrument and acknowledged that they signed, sealed and delivered the same as their free act and deed, for the uses and purposes therein set forth, including the release and waiver of the right of homestead, the said wife having been by me fully apprised of her right and the effect of signing and acknowledging the said instrument.

Given under my hand and Notarial Seal this 17th day of May A.D. 1923.

Ch. Blougnon
Notary Public

My commission expires June 19th, 1923

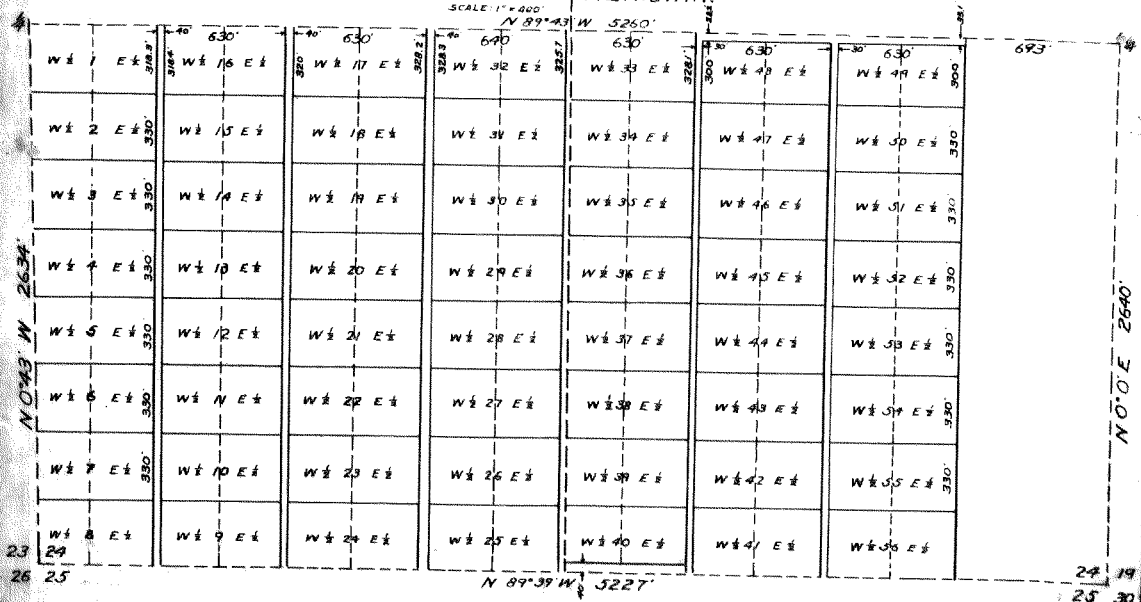
The State of Wyoming, }
County of Natrona. } ss.

Albert M. Zuill of Casper, Wyoming, of lawful age and first duly sworn according to Law, on his oath says; that he is a licensed engineer in the State of Wyoming; that he made a survey of the South one-half (S 1/2) of Section twenty four (24) Township thirty three (33) North, Range eighty (80) West of the sixth (6th) Principal Meridian in Natrona County, Wyoming, at the request of Charles H. Swingle and Eva Swingle, husband and wife, owners and proprietors of the land; that they subdivided said land into Tracts and Streets as shown by the Plat to which this certificate is attached and of which it forms a part and that said Plat is a true and correct representation of said survey.

Albert M. Zuill
Surveyor
Ch. Blougnon
Notary Public

Subscribed in my presence and sworn to before me this 17th day of May A.D. 1923.
My commission expires June 19th, 1923.

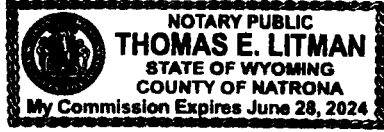
SUBDIVISION
SOUTH 1/2 SECTION 24, T. 33 N., R. 80 W.
OF
6TH PRINCIPAL MERIDIAN.



STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me this 15th day of June, 2021,
by Sean King.

(seal)



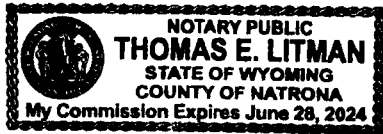
Thomas E. Litman
NOTARY PUBLIC

My commission expires: 6-28-24

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me this 15th day of June, 2021,
by Stephanie King.

(seal)



Thomas E. Litman
NOTARY PUBLIC

My commission expires: 6-28-24

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me this _____ day of _____,
2021, by _____, as _____ of
_____, MORTGAGEE.

(seal)

[Signature]
NOTARY PUBLIC

My commission expires: _____

LOCATION MAP EXHIBIT "A"



VICINITY MAP
NOT TO SCALE

DOUGLASS ROAD

$N0^{\circ} 39' 21.54'' W$

329.910

$N89^{\circ} 20' 38.46'' E$
630.000

SEAN & STEPHANIE KING
5707 KINGS ROW
SWINGLE RANCH TRACTS, LOT #11
SOUTH HALF OF
SECTION 24, T33N R80W
OF THE 6TH PRINCIPAL MERIDIAN
NATRONA COUNTY, WYOMING

329.910

$S0^{\circ} 43' 00.00'' E$

TAVARES ROAD

$N89^{\circ} 20' 38.46'' E$
630.000

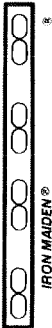
VICINITY MAP

VICINITY MAP
NOT TO SCALE



PROPOSED
SERVICE
LOCATION

Sean & Stephanie King
5707 Kings Row
Commitment to Annex
Exhibit "A" Page 1 of 2



U.S.A. DESIGN PATENT 4139248-1979
CANADIAN PATENT 10655729 1979

RD 1977

HOUSTON, TEXAS, U.S.A.

Packet 12
Folder 5

STATE OF WYOMING
This instrument is recorded in Book 39 of Deeds

SWINGLE RANCH TRACTS

This is to certify that Charles H. Swingle and Eva Swingle, husband and wife are the sole owners and proprietors of the South One Half (S 1/2) of Section Twenty-four (24) Township Thirty-three (33) North, Range Eighty (80) West of the Sixth (6th) Principal Meridian in Natrona County, Wyoming, and that the above and foregoing sub-division of the said land as appears on this plat is with the free consent and in accordance with the desires of the undersigned owners and proprietors; that this plat is supplemental to and amendatory of the original plat and dedication of the same subdivision as the same appears of record in Book 33 of Deeds at Page 191 records of Natrona County, Wyoming, and is made and filed for the purpose of correcting technical errors in said original plat and dedication; that said undersigned owners and proprietors hereby waive and release any and all rights in and to said above lands under and by virtue of the Homestead Exemption laws of the State of Wyoming, and that the streets and alleys as shown hereon are hereby dedicated to the Public use.

Witness
Ch. Blougnon

Charles H. Swingle
Eva Swingle

The State of Wyoming, }
County of Natrona. } ss.

On this 17th day of May A.D. 1923, before me personally appeared Charles H. Swingle and Eva Swingle, husband and wife, to me known to be the persons described in and who executed the above and foregoing instrument and acknowledged that they signed, sealed and delivered the same as their free act and deed, for the uses and purposes therein set forth, including the release and waiver of the right of homestead, the said wife having been by me fully apprised of her right and the effect of signing and acknowledging the said instrument.

Given under my hand and Notarial Seal this 17th day of May A.D. 1923.

Ch. Blougnon
Notary Public

My commission expires June 19th, 1923

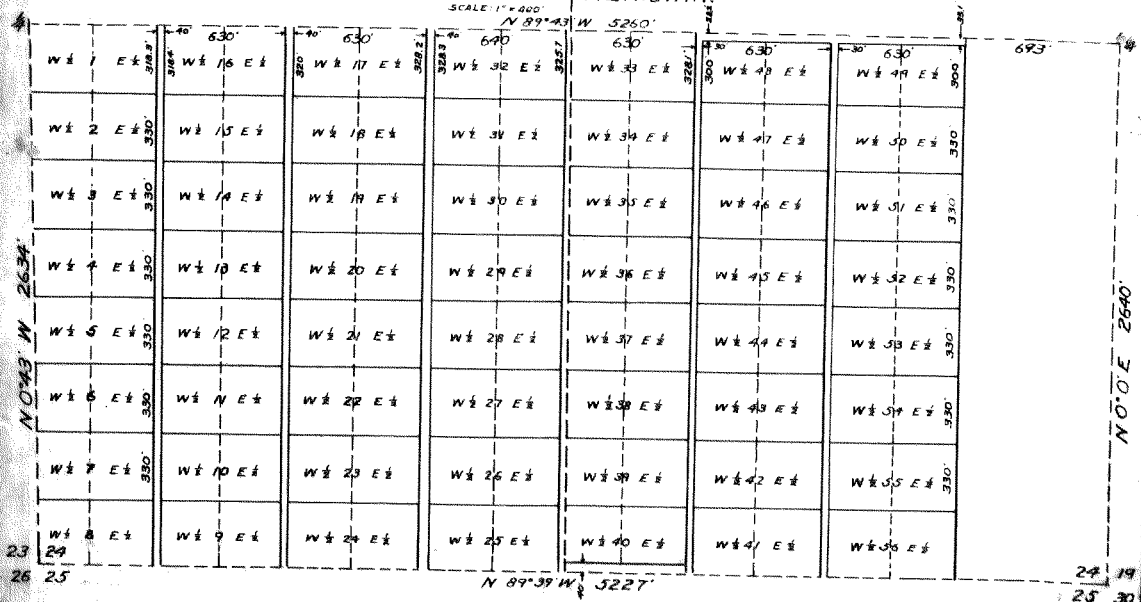
The State of Wyoming, }
County of Natrona. } ss.

Albert M. Zuill of Casper, Wyoming, of lawful age and first duly sworn according to Law, on his oath says; that he is a licensed engineer in the State of Wyoming; that he made a survey of the South one-half (S 1/2) of Section twenty four (24) Township thirty three (33) North, Range eighty (80) West of the sixth (6th) Principal Meridian in Natrona County, Wyoming, at the request of Charles H. Swingle and Eva Swingle, husband and wife, owners and proprietors of the land; that they subdivided said land into Tracts and Streets as shown by the Plat to which this certificate is attached and of which it forms a part and that said Plat is a true and correct representation of said survey.

Albert M. Zuill
Surveyor
Ch. Blougnon
Notary Public

Subscribed in my presence and sworn to before me this 17th day of May A.D. 1923.
My commission expires June 19th, 1923.

SUBDIVISION
SOUTH 1/2 SECTION 24, T. 33 N., R. 80 W.
OF
6TH PRINCIPAL MERIDIAN.



COMMITMENT TO ANNEX TO THE CITY OF CASPER, WYOMING
(Individual Form)

We, Mike LeGrande and Gay LeGrande,
respectively the owner(s) and mortgagee of the following described real estate located in Natrona
County, to-wit:

**MKE LeGRANDE AND GAY LeGRANDE
LOT 12 OF THE SWINGLE RANCH TRACTS SUBDIVISION
CASPER, WYOMING, NATRONA COUNTY
PROPERTY AS DESCRIBED IN EXHIBIT "A"**

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.

7-7-2021
Date

Michael LeGrande
Mike LeGrande
OWNER

7-7-21
Date

Gay LeGrande
Gay LeGrande
OWNER

Date

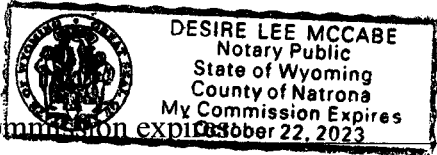
N/A
MORTGAGEE

By: _____
Name: _____
Title: _____

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me this 7 day of July, 2021,
by Mike LeGrande.

(seal)



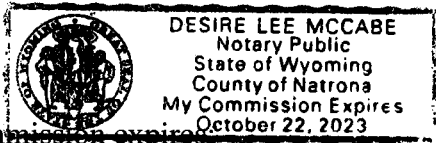
Desire Lee McCabe
NOTARY PUBLIC

My commission expires October 22, 2023 10-22-2023

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me this 7 day of July, 2021,
by Gay LeGrande.

(seal)



Desire Lee McCabe
NOTARY PUBLIC

My commission expires October 22, 2023 10-22-2023

STATE OF _____)
) ss.
COUNTY OF _____)

N/A

This instrument was acknowledged before me this _____ day of _____,
2021, by _____, as _____ of
_____, MORTGAGEE.

(seal)

NOTARY PUBLIC

My commission expires: _____

VICINITY MAP
NOT TO SCALE

LOCATION MAP EXHIBIT "A"



DOUGLASS ROAD

$N0^{\circ} 42' 58.83''W$

328.147

$S89^{\circ} 43' 00.00''E$

630.000

MIKE & GAY LeGRANDE
SWINGLE RANCH TRACTS, LOT #12
SOUTH HALF OF
SECTION 24, T33N R80W
OF THE 6TH PRINCIPAL MERIDIAN
NATRONA COUNTY, WYOMING

319.913

$S0^{\circ} 43' 00.00''E$

TAVARES ROAD

630.000

$S89^{\circ} 20' 38.46''W$

VICINITY MAP
NOT TO SCALE

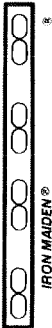
VICINITY MAP



PROPOSED
SERVICE
LOCATION

Mike & Gay LeGrande
Lot 12 of the
Swingle Ranch Tracts Subdivision
Commitment to Annex
Exhibit "A" Page 1 of 2

380



U.S.A. DESIGN PATENT 4139248-1979
CANADIAN PATENT 10655729 1979

RD 1977

HOUSTON, TEXAS, U.S.A.

Packet 12
Folder 5

STATE OF WYOMING
Book 39 of Deeds

SWINGLE RANCH TRACTS

This is to certify that Charles H. Swingle and Eva Swingle, husband and wife are the sole owners and proprietors of the South One Half (S 1/2) of Section Twenty-four (24) Township Thirty-three (33) North, Range Eighty (80) West of the Sixth (6th) Principal Meridian in Natrona County, Wyoming, and that the above and foregoing sub-division of the said land as appears on this plat is with the free consent and in accordance with the desires of the undersigned owners and proprietors; that this plat is supplemental to and amendatory of the original plat and dedication of the same subdivision as the same appears of record in Book 33 of Deeds at Page 191 records of Natrona County, Wyoming, and is made and filed for the purpose of correcting technical errors in said original plat and dedication; that said undersigned owners and proprietors hereby waive and release any and all rights in and to said above lands under and by virtue of the Homestead Exemption laws of the State of Wyoming, and that the streets and alleys as shown hereon are hereby dedicated to the Public use.

Witness
Ch. Blougnon

Charles H. Swingle
Eva Swingle

The State of Wyoming, }
County of Natrona. } ss.

On this 17th day of May A.D. 1923, before me personally appeared Charles H. Swingle and Eva Swingle, husband and wife, to me known to be the persons described in and who executed the above and foregoing instrument and acknowledged that they signed, sealed and delivered the same as their free act and deed, for the uses and purposes therein set forth, including the release and waiver of the right of homestead, the said wife having been by me fully apprised of her right and the effect of signing and acknowledging the said instrument.

Given under my hand and Notarial Seal this 17th day of May A.D. 1923.

Ch. Blougnon
Notary Public

My commission expires June 19th, 1923

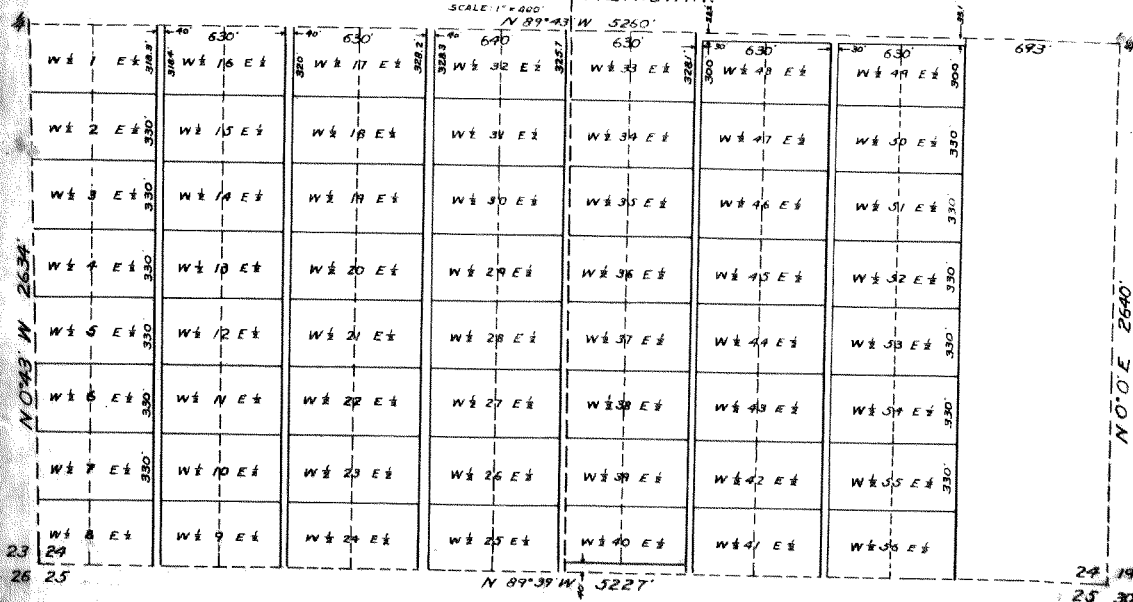
The State of Wyoming, }
County of Natrona. } ss.

Albert M. Zuill of Casper, Wyoming, of lawful age and first duly sworn according to Law, on his oath says; that he is a licensed engineer in the State of Wyoming; that he made a survey of the South one-half (S 1/2) of Section twenty four (24) Township thirty three (33) North, Range eighty (80) West of the sixth (6th) Principal Meridian in Natrona County, Wyoming, at the request of Charles H. Swingle and Eva Swingle, husband and wife, owners and proprietors of the land; that they subdivided said land into Tracts and Streets as shown by the Plat to which this certificate is attached and of which it forms a part and that said Plat is a true and correct representation of said survey.

Albert M. Zuill
Surveyor
Ch. Blougnon
Notary Public

Subscribed in my presence and sworn to before me this 17th day of May A.D. 1923.
My commission expires June 19th, 1923.

SUBDIVISION
SOUTH 1/2 SECTION 24, T. 33 N., R. 80 W.
OF
6TH PRINCIPAL MERIDIAN.



COMMITMENT TO ANNEX TO THE CITY OF CASPER, WYOMING
(Individual Form)

We, Justin Michael Orr, Trustee of the Justin Michael Orr Revocable Trust, dated February 22, 2019 and Acacia Rene Orr, Trustee of the Acacia Rene Orr Revocable Trust, dated February 22, 2019,


respectively the owner(s) and mortgagee of the following described real estate located in Natrona County, to-wit:

**JUSTIN MICHAEL ORR, TRUSTEE OF THE JUSTIN MICHAEL ORR REVOCABLE TRUST, DATED FEBRUARY 22, 2019 AND ACACIA RENE ORR, TRUSTEE OF THE ACACIA RENE ORR REVOCABLE TRUST, DATED FEBRUARY 22, 2019
LOT 23 OF THE SWINGLE RANCH TRACTS SUBDIVISION
CASPER, WYOMING, NATRONA COUNTY
PROPERTY AS DESCRIBED IN EXHIBIT "A"**


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.

7/9/21
Date


Justin Michael Orr, Trustee of the Justin Michael Orr Revocable Trust, dated February 22, 2019
OWNER

7/9/21
Date


Acacia Rene Orr, Trustee of the Acacia Rene Orr Revocable Trust, dated February 22, 2019
OWNER

Date

N/A
MORTGAGEE

By: _____

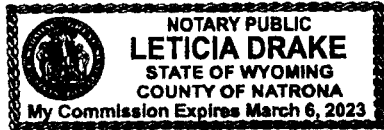
Name: _____

Title: _____

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me this 9th day of July, 2021,
by Justin Michael Orr, Trustee of the Justin Michael Orr Revocable Trust, dated February 22,
2019.

(seal)



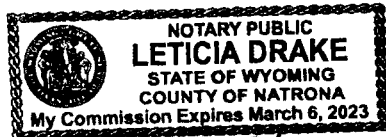
[Signature]
NOTARY PUBLIC

My commission expires: 3/4/23

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me this 9th day of July, 2021,
by Acacia Rene Orr, Trustee of the Acacia Rene Orr Revocable Trust, dated February 22, 2019.

(seal)



[Signature]
NOTARY PUBLIC

My commission expires: 3/4/23

Justin Michael Orr Revocable Trust,
dated February 22, 2019 and
Acacia Rene Orr Revocable Trust,
dated February 22, 2019
Commitment to Annex

STATE OF _____)

COUNTY OF _____) ss.

N/A

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

TAVARES ROAD

N0° 00' 00.00"E

329.927

629.861

N90° 00' 00.00"W



JUSTIN MICHAEL ORR and ACACIA RENE ORR
SWINGLE RANCH TRACTS, LOT #23 SOUTH
HALF OF
SECTION 24, T33N R80W
OF THE 6TH PRINCIPAL MERIDIAN NATRONA
COUNTY, WYOMING

329.927

S0° 00' 00.00"E

BRANDYWINE ROAD

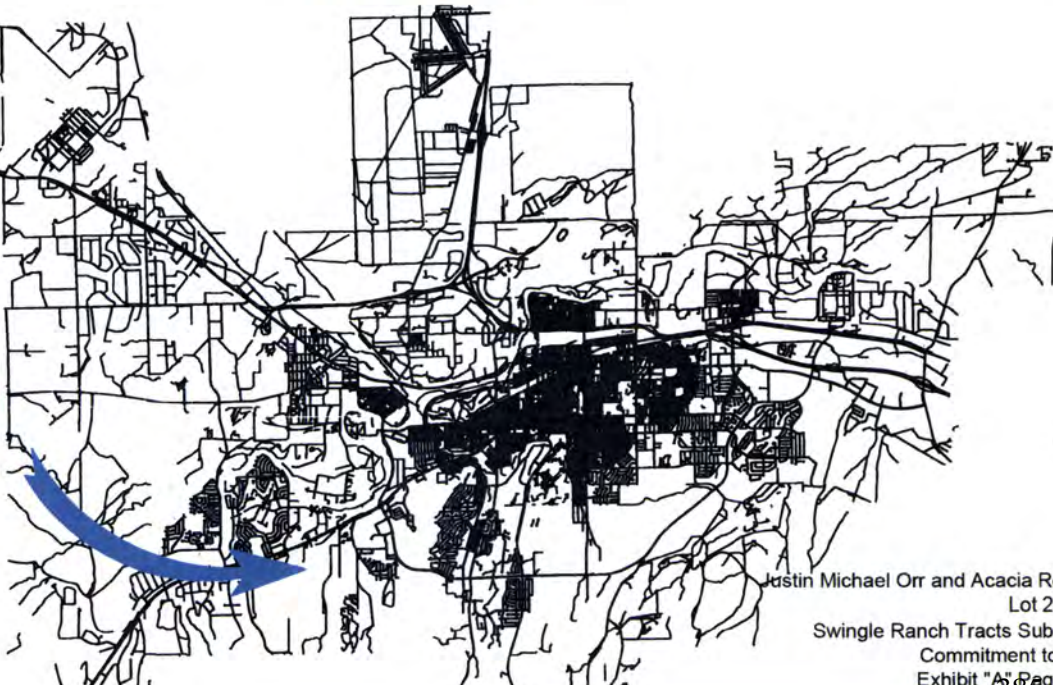
N90° 00' 00.00"E

629.861

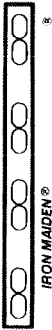
VICINITY MAP

VICINITY MAP
NOT TO SCALE

PROPOSED
SERVICE
LOCATION



Justin Michael Orr and Acacia Rene Orr
Lot 23 of the
Swingle Ranch Tracts Subdivision
Commitment to Annex
Exhibit "A" page 1 of 2



U.S.A. DESIGN PATENT 4139248-1979
CANADIAN PATENT 10655729 1979

RD 1977

HOUSTON, TEXAS, U.S.A.

Packet 12
Folder 5

STATE OF WYOMING
This instrument is recorded in Book 39 of Deeds

SWINGLE RANCH TRACTS

This is to certify that Charles H. Swingle and Eva Swingle, husband and wife are the sole owners and proprietors of the South One Half (1/2) of Section Twenty-four (24) Township Thirty-three (33) North, Range Eighty (80) West of the Sixth (6th) Principal Meridian in Natrona County, Wyoming, and that the above and foregoing sub-division of the said land as appears on this plat is with the free consent and in accordance with the desires of the undersigned owners and proprietors; that this plat is supplemental to and amendatory of the original plat and dedication of the same subdivision as the same appears of record in Book 33 of Deeds at Page 191 records of Natrona County, Wyoming, and is made and filed for the purpose of correcting technical errors in said original plat and dedication; that said undersigned owners and proprietors hereby waive and release any and all rights in and to said above lands under and by virtue of the Homestead Exemption laws of the State of Wyoming, and that the streets and alleys as shown hereon are hereby dedicated to the Public use.

Witness
Ch. Blougnor
Charles H. Swingle
Eva Swingle

The State of Wyoming, }
County of Natrona. } ss.

On this 17th day of May A.D. 1923, before me personally appeared Charles H. Swingle and Eva Swingle, husband and wife, to me known to be the persons described in and who executed the above and foregoing instrument and acknowledged that they signed, sealed and delivered the same as their free act and deed, for the uses and purposes therein set forth, including the release and waiver of the right of homestead, the said wife having been by me fully apprised of her right and the effect of signing and acknowledging the said instrument.

Given under my hand and Notarial Seal this 17th day of May A.D. 1923.

Ch. Blougnor
Notary Public

My commission expires June 19th, 1923

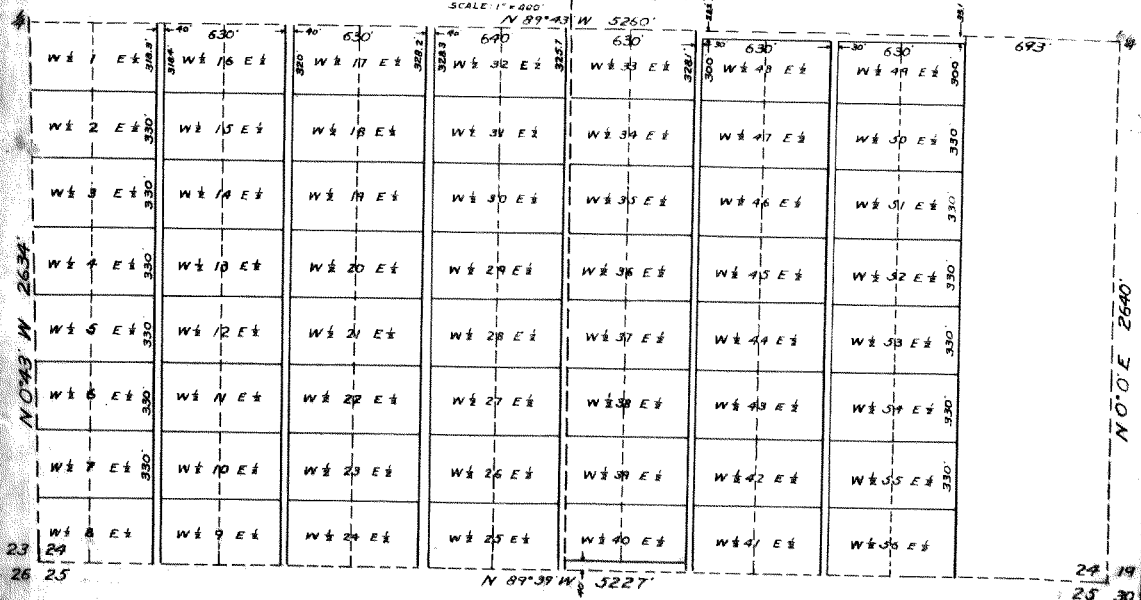
The State of Wyoming, }
County of Natrona. } ss.

Albert M. Zuill of Casper, Wyoming, of lawful age and first duly sworn according to Law, on his oath says; that he is a licensed engineer in the State of Wyoming; that he made a survey of the South one-half (1/2) of Section twenty four (24) Township thirty three (33) North, Range eighty (80) West of the sixth (6th) Principal Meridian in Natrona County, Wyoming, at the request of Charles H. Swingle and Eva Swingle, husband and wife, owners and proprietors of the land; that they subdivided said land into Tracts and Streets as shown by the Plat to which this certificate is attached and of which it forms a part and that said Plat is a true and correct representation of said survey.

Albert M. Zuill
Surveyor
Ch. Blougnor
Notary Public

Subscribed in my presence and sworn to before me this 17th day of May A.D. 1923.
My commission expires June 19th, 1923.

SUBDIVISION
SOUTH 1/2 SECTION 24, T. 33 N., R. 80 W.
OF
6TH PRINCIPAL MERIDIAN.



COMMITMENT TO ANNEX TO THE CITY OF CASPER, WYOMING
(Individual Form)

We, Tyler Gilskey and Tessa Gilskey,
respectively the owner(s) and mortgagee of the following described real estate located in Natrona
County, to-wit:

**TYLER GILSKEY AND TESSA GILSKEY
LOT 24 OF THE SWINGLE RANCH TRACTS SUBDIVISION
CASPER, WYOMING, NATRONA COUNTY
PROPERTY AS DESCRIBED IN EXHIBIT "A"**

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.

06-17-21
Date

Tyler Gilskey
Tyler Gilskey
OWNER

06-17-21
Date

Tessa Gilskey
Tessa Gilskey
OWNER

June 14, 2021
Date

Hilltop National Bank
MORTGAGEE

Doug Morstad
By: Doug Morstad

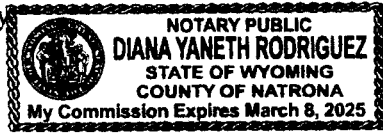
Name: Doug Morstad

Title: Vice President

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me this 17 day of June, 2021,
by Tyler Gilskey

(seal)



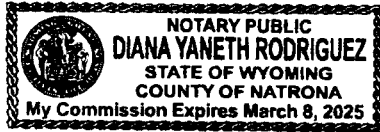
Diana Yaneth Rodriguez
NOTARY PUBLIC

My commission expires: March 8, 2025

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me this 17 day of June, 2021,
by Tessa Gilskey.

(seal)

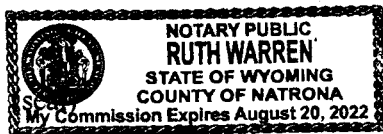


Diana Yaneth Rodriguez
NOTARY PUBLIC

My commission expires: March 8, 2025

STATE OF Wyoming)
) ss.
COUNTY OF Natrona)

This instrument was acknowledged before me this 14 day of June,
2021, by Doug Morstad, as Vice President of
Hilltop National Bank, MORTGAGEE.



Ruth Warren
NOTARY PUBLIC

My commission expires: August 20, 2022



LOCATION MAP EXHIBIT "A"

VICINITY MAP
NOT TO SCALE

TAVARES ROAD

N0° 00' 00.00"E

329.927

N90° 00' 00.00"E

629.861

BRANDYWINE ROAD

329.927

S0° 00' 00.00"E

TYLER & TESSA GILSKEY
SWINGLE RANCH TRACTS, LOT #24
SOUTH HALF OF
SECTION 24, T33N R80W
OF THE 6TH PRINCIPAL MERIDIAN
NATRONA COUNTY, WYOMING

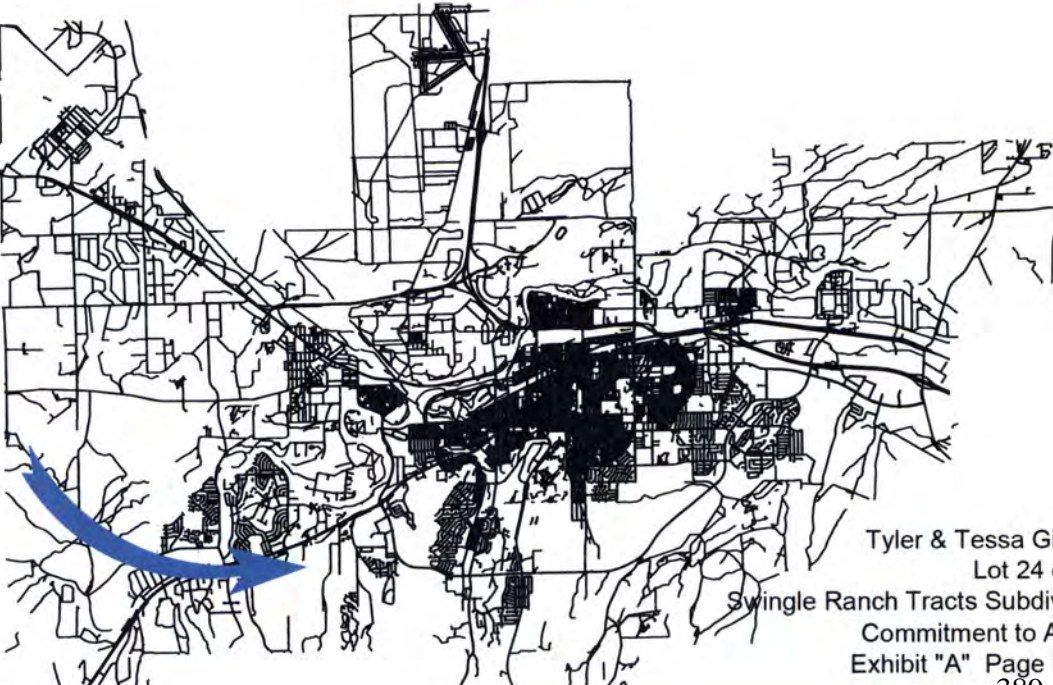
629.861

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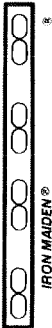
VICINITY MAP

VICINITY MAP
NOT TO SCALE

PROPOSED
SERVICE
LOCATION



Tyler & Tessa Gilskey
Lot 24 of the
Swingle Ranch Tracts Subdivision
Commitment to Annex
Exhibit "A" Page 1 of 2



U.S.A. DESIGN PATENT 4139248-1979
CANADIAN PATENT 10655729 1979

RD 1977

HOUSTON, TEXAS, U.S.A.

Packet 12
Folder 5

STATE OF WYOMING
Book 39 of Deeds

SWINGLE RANCH TRACTS

This is to certify that Charles H. Swingle and Eva Swingle, husband and wife are the sole owners and proprietors of the South One Half (S 1/2) of Section Twenty-four (24) Township Thirty-three (33) North, Range Eighty (80) West of the Sixth (6th) Principal Meridian in Natrona County, Wyoming, and that the above and foregoing sub-division of the said land as appears on this plat is with the free consent and in accordance with the desires of the undersigned owners and proprietors; that this plat is supplemental to and amendatory of the original plat and dedication of the same subdivision as the same appears of record in Book 33 of Deeds at Page 191 records of Natrona County, Wyoming, and is made and filed for the purpose of correcting technical errors in said original plat and dedication; that said undersigned owners and proprietors hereby waive and release any and all rights in and to said above lands under and by virtue of the Homestead Exemption laws of the State of Wyoming, and that the streets and alleys as shown hereon are hereby dedicated to the Public use.

Witness
Ch. Blougnon

Charles H. Swingle
Eva Swingle

The State of Wyoming, }
County of Natrona. } ss.

On this 17th day of May A.D. 1923, before me personally appeared Charles H. Swingle and Eva Swingle, husband and wife, to me known to be the persons described in and who executed the above and foregoing instrument and acknowledged that they signed, sealed and delivered the same as their free act and deed, for the uses and purposes therein set forth, including the release and waiver of the right of homestead, the said wife having been by me fully apprised of her right and the effect of signing and acknowledging the said instrument.

Given under my hand and Notarial Seal this 17th day of May A.D. 1923.

Ch. Blougnon
Notary Public

My commission expires June 19th, 1923

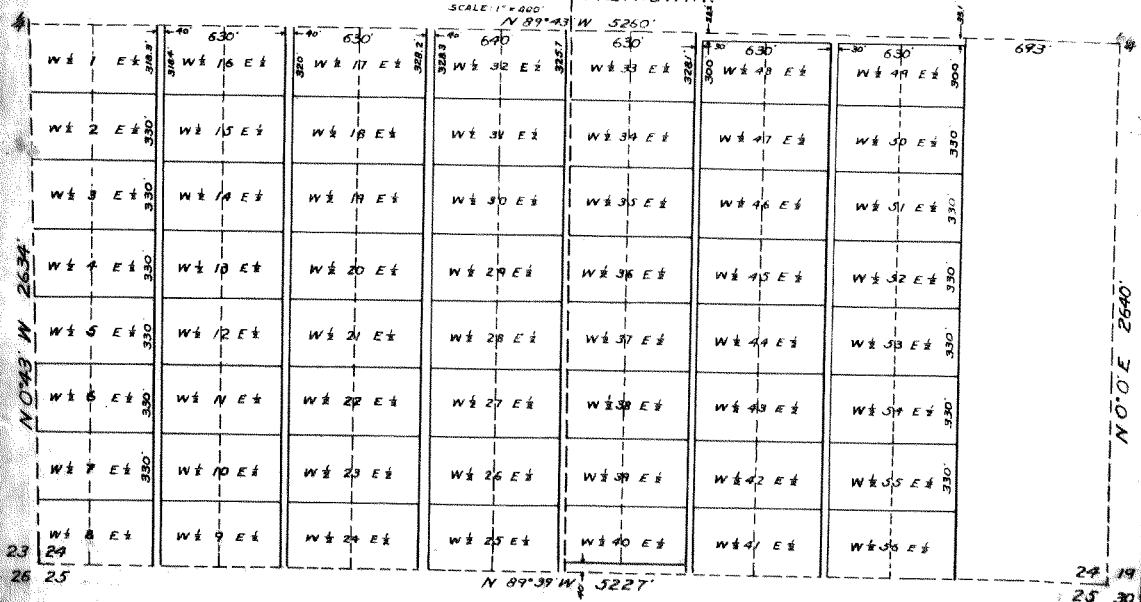
The State of Wyoming, }
County of Natrona. } ss.

Albert M. Zuill of Casper, Wyoming, of lawful age and first duly sworn according to Law, on his oath says; that he is a licensed engineer in the State of Wyoming; that he made a survey of the South one-half (S 1/2) of Section twenty four (24) Township thirty three (33) North, Range eighty (80) West of the sixth (6th) Principal Meridian in Natrona County, Wyoming, at the request of Charles H. Swingle and Eva Swingle, husband and wife, owners and proprietors of the land; that they subdivided said land into Tracts and Streets as shown by the Plat to which this certificate is attached and of which it forms a part and that said Plat is a true and correct representation of said survey.

Albert M. Zuill
Surveyor
Ch. Blougnon
Notary Public

Subscribed in my presence and sworn to before me this 17th day of May A.D. 1923.
My commission expires June 19th, 1923.

SUBDIVISION
SOUTH 1/2 SECTION 24, T. 33 N., R. 80 W.
OF
6TH PRINCIPAL MERIDIAN.



RESOLUTION NO. 21-108

A RESOLUTION AUTHORIZING A CONTRACT FOR OUTSIDE-CITY WATER SERVICE WITH CERTAIN OWNERS OF LAND LOCATED IN THE SWINGLE RANCH TRACTS SUBDIVISION INCLUDING LOTS 6, 7, 8, 9, 10, 11, 12, 23, AND 24.

WHEREAS, Owners of lots 6, 7, 8, 9, 10, 11, 12, 23, and 24 of the Swingle Ranch Tracts Subdivision have requested outside-City water service from the City of Casper; and,

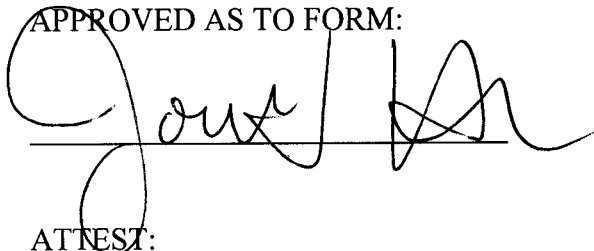
WHEREAS, a contract for providing such water service has been proposed containing obligations concerning all parties; and,

WHEREAS, such a contract is deemed to be in the best interest of the City of Casper.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a Contract For Outside-City Water Service with Owners of lots 6, 7, 8, 9, 10, 11, 12, 23, and 24 of the Swingle Ranch Tracts Subdivision.

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2021.

APPROVED AS TO FORM:



A handwritten signature in black ink, appearing to read 'Fleur Tremel', is written over a horizontal line.


ATTEST:


CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Steven K. Freel
Mayor

July 20, 2021

MEMO TO: J. Carter Napier, City Manager 

FROM: Andrew Beamer, P.E., Public Services Director 
Terry Cottenoir, Engineering Technician

SUBJECT: Authorizing an Agreement with Casper Tin Shop in the Amount of \$145,474.00, for the Casper Senior Center Air Conditioning Upgrades, Project No. 19-031

Meeting Type & Date
Regular Council Meeting
August 3, 2021

Action type
Resolution

Recommendation
That Council, by resolution, authorize an agreement with Casper Tin Shop for the Casper Senior Center Air Conditioning Upgrades, Project No. 19-031, in the amount of \$145,474.00. Furthermore, it is recommended that Council authorize a construction contingency account, in the amount of \$10,000.00, for a total project amount of \$155,474.00.

Summary
On Tuesday, July 20, 2021, two (2) bids were received for the Casper Senior Center Air Conditioning Upgrades, Project No. 19-031. The bids received for this work are as follows:

<u>CONTRACTOR</u>	<u>BUSINESS LOCATION</u>	<u>BID AMOUNT</u>
Casper Tin Shop	Casper, Wyoming	\$145,474.00
Sheet Metal Specialties	Casper, Wyoming	\$226,350.00

The Casper Senior Center Air Conditioning Upgrades Project includes the removal and replacement of three (3) air conditioning units at the Casper Senior Center. The existing air conditioning units are nearing the end of their operational lives and have required extensive repairs recently. The estimate prepared by the City's Consultant, Engineering Design Associates (EDA), was \$172,000.00. Work is scheduled to be completed by April 29, 2022.

As required by Wyoming State Statute 16-6-102, in-state bidders receive a five percent (5%) bid preference. As all bids received were from in-state contractors, no bid preference was granted. A notice was published in the local newspaper once a week for two consecutive weeks as required by State Statute, and the project was advertised on the City of Casper's website (www.casperwy.gov).

Financial Considerations

Funding, in the amount of \$119,200.00, will be from the General Fund Reserves allocated to the Casper Senior Center Air Conditioning Replacement. Additional funding, in the amount of \$36,254.00, will be from the Opportunity Fund allocated to the Casper Senior Center Parking Lot.

Oversight/Project Responsibility

Terry Cottenoir, Engineering Technician, Public Services

Attachments

Resolution

Agreement

STANDARD FORM OF
AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is made between the City of Casper, 200 North David Street, Casper, Wyoming 82601, hereinafter referred to as the "Owner," and with Casper Tin Shop, P.O. Box 51351, Casper, Wyoming 82605, hereinafter referred to as the "Contractor."

WHEREAS, the City of Casper desires to remove and replace the existing air conditioning units at the Casper Senior Center, 1831 East 4th Street, Casper, Wyoming 82601; and,

WHEREAS, Casper Tin Shop is able and willing to provide those services specified as the Casper Senior Center Air Conditioning Upgrades, Project No. 19-031.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract Documents for the Casper Senior Center Air Conditioning Upgrades, Project No. 19-031, hereinafter referred to as the "Work."

ARTICLE 2. ENGINEER.

The Project has been designed by the Engineering Design Associates, who is hereinafter referred to as the "Engineer" and who is to act as Owner's representative, assume all duties and responsibilities and have the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3. CONTRACT TIME.

- 3.1 The Work will be substantially completed by April 29, 2022, and completed and ready for final payment in accordance with Paragraph 14.13 of the General Conditions by May 13, 2022.
- 3.2 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not substantially completed by the time specified in Paragraph 3.1 above, plus any extension thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not substantially completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner One Thousand Dollars (\$1,000) for each day that expires after the time specified in Paragraph 3.1 for substantial completion. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by Owner, Contractor shall pay Owner

Five Hundred Dollars (\$500.00) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment. It is further agreed that such liquidated damages are not a penalty, but represent the parties' best estimate of actual damages.

ARTICLE 4. CONTRACT PRICE.

Owner shall pay Contractor in current funds for performance of the Work in accordance with the Contract Documents, subject to additions and deductions by Change Order, the contract price of One Hundred Forty-Five Thousand Four Hundred Seventy-Four Dollars (\$145,474.00), subject to additions and deductions by Change Order approved by the Owner. The contract fee shall be based on materials actually furnished and installed and services actually provided based on the unit prices contained in the Bid Form, included as Exhibit "A" (pages BF-1 through BF-4, Bid Form) and Itemized Bid Schedule, included as Exhibit "B" (page BS-1, Bid Schedule) and by this reference made a part of this Agreement.

ARTICLE 5. PAYMENT PROCEDURES.

Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed through the Engineer as provided in the General Conditions.

- 5.1 Progress Payments. Contractor's Applications for Payment, as recommended by Engineer, shall be submitted to City Engineering Staff on or before the 25th day of each month during construction, and Owner shall mail progress payments in the following month one day after the second monthly meeting of the Casper City Council. Progress payments shall be structured as provided below. All progress payments will be on the basis of the progress of the Work measured by the Schedule of Values provided for in Paragraph 14.1 of the General Conditions, subject to the cutoff and submittal dates provided in the General Provisions.
 - 5.1.1 Progress payment will be made in an amount equal to ninety-five percent (95%) of the Work completed. Owner shall withhold five percent (5%) of the work completed as retainage, said retainage to be paid in accordance with the provisions of Paragraph 5.3, Final Payment.
 - 5.1.2 Should amounts owed by the Contractor to the City for any goods, services, licenses, permits or any other item or purpose remain unpaid beyond the City's general credit policy, those amounts may be deducted from the payment being made by the City to the Contractor pursuant to this agreement.
- 5.2 OWNER may withhold progress payments if Contractor fails to submit an updated progress schedule with the application for payment as detailed in Section 01310 Progress Schedules.
- 5.3 Final Payment. Upon final completion and acceptance of the Work in accordance with Paragraph 14.13 of the General Conditions, Engineer shall recommend payment and present

Contractor's Final Application for Payment to the City. Pursuant to Wyoming State Statutes, final payment cannot be made until forty-one (41) days after publication of the first Notice of Completion.

ARTICLE 6. WITHHELD FUNDS.

Pursuant to Wyoming Statutes Section 16-6-701 et seq., withheld percentages for Contracts exceeding Fifty Thousand and 00/100 Dollars (\$50,000.00) will be retained in an account in the name of the Contractor (except when specifically waived in writing by Contractor) which has been assigned to the Owner until the Contract is completely, satisfactorily, and finally accepted by the Owner. Unless a depository is designated by the Contractor in a written attachment hereto, the Contractor's signature hereon shall act as authority for the Owner to designate a retainage depository on behalf of the Contractor, for the purposes specified in Wyoming Statutes Section 16-6-704. The Contractor's signature hereon shall act as an assignment of the depository account to the Owner, as provided by Wyoming Statutes Section 16-6-701 et seq., whether the depository is designated by the Contractor or by the Owner.

ARTICLE 7. CONTRACTOR'S REPRESENTATIONS.

In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

- 7.1 Contractor has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state, and local Laws and Regulations that in any manner may affect cost, progress, or performance of the Work.
- 7.2 Contractor has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress, or performance of the work which were relied upon by Engineer in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.
- 7.3 Contractor has made or caused to be made examinations, investigations, and tests and studies as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports, or similar data are or will be required by Contractor for such purposes.
- 7.4 Contractor has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the terms and conditions of the Contract Documents.
- 7.5 Contractor has given Engineer written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor.

ARTICLE 8. CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire agreement between Owner and Contractor are attached to this Agreement, made a part hereof and consist of the following:

- 8.1 This Agreement (Pages SFA-1 to SFA-5, inclusive).
- 8.2 Joint Account Agreement or Letter of Forfeiture waiving same.
- 8.3 Exhibit "A" - Bid Form (Pages BF-1 to BF-4, inclusive).
- 8.4 Exhibit "B" - Bid Schedule (Page BS-1, inclusive).
- 8.5 Addenda No. (1).
- 8.6 Performance and Labor and Payment Bonds.
- 8.7 Certificates of Insurance, of Workers' Compensation Coverage, and of Unemployment Insurance Coverage.
- 8.8 General Conditions (Pages 00700-1 to 00700-42, inclusive).
- 8.9 Supplementary Conditions (Pages SC-1 to SC-16, inclusive).
- 8.10 Division 01 - General Requirements, consisting of eight (8) sections.
- 8.11 Division 02 – Site Construction, consisting of one (1) section.
- 8.12 Amendments & Supplements to the City of Casper Standard Specifications, consisting of five (5) sections.
- 8.13 Notice of Award.
- 8.14 Notice to Proceed.
- 8.15 Minutes of the Pre-Bid Conference, if any.
- 8.16 Contract Drawings, with each sheet bearing the following general title:

Casper Senior Center Air Conditioning Upgrades, Project No. 19-031
- 8.17 Shop Drawings and other Submittals furnished by Contractor during performance of the Work and accepted by the Owner.

8.18 Any modifications, amendments, and supplements, including Change Orders, issued pursuant to Paragraphs 3.04 and 3.05 of the General Conditions, on or after the effective date of this Agreement.

8.19 Notice of Substantial Completion.

ARTICLE 9. GOVERNMENTAL CLAIMS ACT

The City does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 et seq. The City specifically reserves the right to assert any and all immunities, rights, and defenses it may have pursuant to the Wyoming Governmental Claims Act.

ARTICLE 10. MISCELLANEOUS PROVISIONS.

Terms used in this Agreement, which are defined in the General Conditions, shall have the meanings designated in those conditions.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in one (1) original copy on the day and year below written.

DATED this _____ day of _____, 2021.

APPROVED AS TO FORM:

Walter Tremel

CONTRACTOR:

Casper Tin Shop

ATTEST:

By: _____

By: _____

Title: _____

Title: _____

OWNER:

CITY OF CASPER, WYOMING
A Municipal Corporation

ATTEST:

By: _____

By: _____

Fleur Tremel

Steven K. Freel

Title: City Clerk

Title: Mayor

EXHIBIT "A"
STANDARD
BID FORM
(Approved by City Attorney, 1995)

PROJECT IDENTIFICATION: City of Casper
Casper Senior Center Air Conditioning Upgrades
Project No. 19-031

THIS BID SUBMITTED TO: City of Casper
200 North David Street
Casper, Wyoming 82601

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the City in the form included in the Bidding Documents and to complete all Work as specified or indicated in the Bidding Documents for the Contract Price by **April 29, 2022**, and completed and ready for final payment not later than **May 13, 2022**, in accordance with the Bidding Documents.
2. Bidder accepts all of the terms and conditions of the Advertisement for Bids and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Guaranty. This Bid will remain effective for thirty (30) days after the day of Bid opening. Bidder will sign the Agreement and submit the Bonds and other documents required by the Bidding Documents within thirty (30) days after the date of the City's Notice of Award.
3. Notice that preferences will be granted pursuant to Wyoming Statutes Section 16-6-101, et seq., is hereby acknowledged.
4. In submitting this Bid, Bidder represents, as more fully set forth in the Bidding Documents, that:
 - A. Bidder has examined copies of all the Bidding Documents and of the following addenda (receipt of all which is hereby acknowledged):
Addendum No. 1 Dated July 15, 2021
Addendum No. _____ Dated _____
 - B. Bidder has examined the site and locality where the work is to be performed, the federal, state, and local Laws and Regulations, and the conditions affecting cost, progress, or performance of the work and has made such independent investigations as Bidder deems necessary;
 - C. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, corporation, or other business entity. Bidder has not directly or

indirectly induced or solicited any other Bidder to submit a false or sham Bid. Bidder has not solicited or induced any person, firm, or a corporation to refrain from bidding. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or against the City.

5. Bidder is bidding all schedules, alternates, if any, and will complete the Work for unit price(s) stated on the attached bid schedule based on materials actually furnished and installed and services actually provided. The Bid is summarized below on the basis of estimated quantities:

TOTAL BASE BID, IN NUMERALS: \$ 145,474⁰⁰

TOTAL BASE BID, IN WORDS: One Hundred Forty Five Thousand Four Hundred Seventy Four ⁰⁰/₁₀₀ DOLLARS.

6. Bidder agrees that the work for the City will be as provided above.
7. Bidder accepts the provisions of the Bidding Documents as to liquidated damages in the event of failure to complete the work on time, unless otherwise stated as provided below. Bidder agrees that such liquidated damages are not a penalty and that the amount provided is as close an estimate as possible to actual damages. Any exceptions or objections to this provision are stated in writing and attached hereto by Bidder.
8. The following documents are attached to and made a condition of this Bid:

- A. Required Bid Guaranty in the form of a Bid Bond. (Unless otherwise provided by the City.)
- B. Exhibit "B" - Itemized Bid Schedule.
- C. State of Wyoming Certificate of Residency Status, in conformance with the Instructions to Bidders.

9. Communications concerning this Bid shall be addressed to:

Address of Bidder:

Casper Tin Shop
P.O. Box 51351
Casper, WY 82605

10. The terms used in this Bid are defined in and have the meanings assigned to them in the General Conditions, except as provided in the Supplementary Conditions and Bidding Documents.

Submitted on July 20, 2021.

Bidder is bidding as a Resident (Insert Resident or Non-Resident)

IF BIDDER IS:

AN INDIVIDUAL

By: _____ (seal)
(Individual's Name)

doing business as: _____

Business Address: _____

Phone Number: _____

A PARTNERSHIP

By: _____ (seal)
(Firm's Name)

(General Partner)

Business Address: _____

Phone Number: _____

A CORPORATION OR LIMITED LIABILITY COMPANY

By: Casper Tin Shop, LLC (seal)
(Corporation's or Limited Liability Company's Name)

Wyoming
(State of Incorporation or Organization)

By: Sean Lijewski (seal)

(Title) Partner

(Seal)

Attest: [Signature] Partner

Business Address: Casper Tin Shop
511 Durango Ct.
Casper, WY 82609

Phone Number: 307-235-9080

A JOINT VENTURE

By: _____ (seal)
(Name)

(Address)

By: _____ (seal)
(Name)

(Address)

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Casper Senior Center Air Conditioning Upgrades, Project No. 19-031 (#7911078)
 Owner: Casper WY, City of
 Solicitor: Casper WY, City of
 07/20/2021 02:00 PM MDT

EXHIBIT "B" - BID SCHEDULE

				Casper Tin Shop	
Line Item	Item Description	Units	Quantity	Unit Price	Total
1	Remove and Replace Air Conditioning Unit CU-1	LS	1	\$50,158.00	\$50,158.00
2	Remove and Replace Air Conditioning Unit CU-2	LS	1	\$47,158.00	\$47,158.00
3	Remove and Replace Air Conditioning Unit CU-3	LS	1	\$48,158.00	\$48,158.00
Base Bid Total:					\$145,474.00

RESOLUTION NO. 21-109

A RESOLUTION AUTHORIZING AN AGREEMENT WITH CASPER TIN SHOP FOR THE CASPER SENIOR CENTER AIR CONDITIONING UPGRADES, PROJECT NO. 19-031.

WHEREAS, the City of Casper desires to remove and replace the existing air conditioning units at the Casper Senior Center, 1831 East 4th Street, Casper, Wyoming 82601; and,

WHEREAS, Casper Tin Shop, is able and willing to provide those services specified as the Casper Senior Center Air Conditioning Upgrades, Project No. 19-031; and,

WHEREAS, it would be in the best interest of the City to expedite changes in the project by allowing the City Manager to sign change orders effecting time extensions of no more than thirty (30) days, dollar amount changes no greater than Ten Thousand Dollars (\$10,000.00) and other project administration related change orders that do not substantially alter the scope of the project.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, an agreement with Casper Tin Shop for those services, in the amount of One Hundred Forty-Five Thousand Four Hundred Seventy-Four Dollars (\$145,474.00)

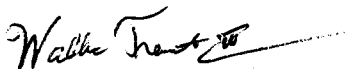
BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions throughout the project, retaining those amounts prescribed by the agreement, equal to a total amount not to exceed One Hundred Forty-Five Thousand Four Hundred Seventy-Four Dollars (\$145,474.00), and Ten Thousand Dollars (\$10,000.00) for a construction contingency account, for a total project amount of One Hundred Fifty-Five Thousand Four Hundred Seventy-Four Dollars (\$155,474.00).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to sign change orders effecting time extensions of no more than thirty (30) days, changes in the dollar amount of the above described agreement not greater than the sum of Ten Thousand Dollars (\$10,000.00) and other project administration related change orders that do not substantially alter the scope of the project.

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2021.

APPROVED AS TO FORM:

(Casper Senior Center Air Conditioning Upgrades, Project No. 19-031)



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Steven K. Freel
Mayor

July 14, 2021

MEMO TO: J. Carter Napier, City Manager *JCN*
FROM: Thomas Solberg, Fire Chief *TS*
Jason Speiser, Deputy Chief
SUBJECT: Authorize the acceptance of the Wyoming Office of Homeland Security Grant in the amount of \$109,000 for the purchase of equipment for Regional Response Team 2

Meeting Type & Date

Regular Council Meeting
August 3, 2021

Action type

Resolution

Recommendation

That Council, by resolution, authorize the acceptance of the Wyoming Office of Homeland Security Grant in the amount of \$109,000 for the purchase of equipment for Regional Response Team 2.

Summary

The Regional Response Grant awarded by the Wyoming Office of Homeland Security in the amount of \$109,000 was awarded for the purchase equipment for Regional Response Team 2. These funds will be used to purchase a response vehicle to transport personnel and equipment to regional response emergencies. This vehicle will give Regional Response Team 2 which is managed by the Casper Fire-EMS Department the ability to respond to and mitigate various all hazards incidents within our district (Natrona, Converse and Goshen Counties) and state wide.

Financial Considerations

This grant is for \$109,000 and was awarded by the Wyoming Office of Homeland Security for the purchase of equipment for Regional Response Team 2.

Oversight/Project Responsibility

Jason Speiser, Deputy Chief
Cameron Siplon, Deputy Chief

Attachments

Regional Response Grant

**GRANT AWARD AGREEMENT BETWEEN
WYOMING OFFICE OF HOMELAND SECURITY
AND
CITY OF CASPER**

Subrecipient Grant Award Agreement for U.S. Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA), Grant Programs Directorate, State Homeland Security Program (SHSP) Grant Fiscal Year 2020

Subrecipient:	City of Casper
DUNS #	152720140
Federal Award Amount:	\$109,000.00
Period of Performance:	September 1, 2020 through August 31, 2022
CFDA #:	97.067
DHS Grant Code:	EMW-2020-SS-00062
Project ID:	20-SHSP-CAS-HRT20

- 1. Parties.** The parties to this Grant Award Agreement (Agreement) are the Wyoming Office of Homeland Security (Agency), whose address is: 5500 Bishop Blvd., Cheyenne, WY 82002, and the City of Casper (Subrecipient), whose address is: 201 N. David Street 2nd Floor, Casper, WY 82601.
- 2. Purpose of Agreement.** The purpose of this Agreement is to set forth the terms and conditions by which the Subrecipient shall support the investment of **CBRNE Response** to improve the ability of **RERT-2 Hosted by Casper Fire-EMS** to prevent a threatened or an actual act of terrorism; protect citizens, residents, visitors, and assets against the greatest threats that pose the greatest risk to the security of the United States; mitigate the loss of life and property by lessening the impact of future catastrophic events; respond quickly to save lives, protect property and the environment, and meet basic human needs in the aftermath of a catastrophic incident; and/or recover through a focus on the timely restoration, strengthening, accessibility and revitalization of infrastructure, housing, and a sustainable economy, as well as the health, social, cultural, historic, and environmental fabric of communities affected by a catastrophic incident. The funds used under this Agreement will help prevent terrorism and prepare the nation for the threats and hazards that pose the greatest risk to the security of the United States; therefore, funded investments must have a terrorism-nexus. This award is not for the purposes of Research & Development (R&D) as defined in 2 CFR 200.87.
- 3. Funding Authority.** The funds the Agency will distribute to Subrecipient under this Agreement are drawn from grant funds distributed to the State of Wyoming by the Fiscal Year 2020 Homeland Security Grant Program, State Homeland Security Program awarded to the State of Wyoming on August 18, 2020. The program is authorized by the *Homeland Security Act of 2002* (Public Law 107-296), as amended by section 101 of the *Implementing Recommendations of the 9/11 Commission Act of 2007* (Public Law 110-53).

4. **Term of Agreement.** This Agreement is effective when all parties have executed it (Effective Date). The Performance Period of the Agreement is from the Effective Date through August 31, 2022. All services shall be completed during this term.

This Agreement may be extended by agreement of both parties in writing and subject to the required approvals. There is no right or expectation of extension and any extension will be determined at the discretion of the Agency.

5. **Payment.**

- A. The Agency agrees to pay the Subrecipient for the services described in Attachment A, Project Description, which is attached to and incorporated into this Agreement by this reference. Total payment under this Agreement shall not exceed one hundred nine thousand dollars and no cents (\$109,000.00). Payment shall be made when services are completed, and within forty-five (45) days after submission of invoice pursuant to Wyo. Stat. § 16-6-602. Subrecipient shall submit invoices in sufficient detail to ensure that payments may be made in conformance with this Agreement. Subrecipient shall submit all invoices within forty-five (45) days after the term of this Agreement.
- B. No payment shall be made for work performed outside the Performance Period of this Agreement. Should the Subrecipient fail to perform in a manner consistent with the terms and conditions set forth in this Agreement, payment under this Agreement may be withheld until such time as the Subrecipient performs its duties and responsibilities to the satisfaction of Agency.
- C. **Travel.** The payment of travel expenses related to the performance of this Agreement shall be allowed with prior approval from Agency and as set forth below. Subrecipient is expected to procure reasonable travel arrangements as further described below.
- (i) **Air Travel.** The Agency agrees to reimburse the Subrecipient's approved air travel expenses related to the performance of this Agreement. Air travel shall be reimbursed based on actual costs, supported by a copy of the original receipt with the invoice. Subrecipient must select the lowest reasonable airfare (fares available in the market at the time of booking, preferably well in advance of trip to attain the lowest possible airfare). Subrecipient shall book economy class fares for all domestic travel. First class bookings are not reimbursable.
- (ii) **Personal Vehicle.** The Agency agrees to reimburse the Subrecipient's approved use of personal vehicle. Mileage shall be reimbursed at the current State rate per mile based on standard map mileage. Fuel will not be reimbursed.
- (iii) **Car Rental.** The Agency agrees to reimburse the Subrecipient's approved car rental expenses related to the performance of this Agreement. Car rental

expenses shall be reimbursed at actual costs, supported by a copy of the original receipt with the invoice. Subrecipient must select the lowest rental rates for an appropriate vehicle

- D. **Lodging.** The Agency agrees to reimburse Subrecipient's approved lodging expenses related to the performance of this Agreement. Lodging expenses shall be reimbursed at actual costs, supported by a copy of the original receipt with the invoice. The Subrecipient shall only invoice the Agency for the basic room rate, taxes, and lodging fees. The Agency is not responsible for incidental or miscellaneous expenses charged to the room. Incidental and miscellaneous expenses for which the Agency shall not be responsible include charges such as alcohol, internet, telephone charges, mini-bar, and movies.
- E. **Meals.** The Agency agrees to reimburse Subrecipient's approved meal expenses related to the performance of this Agreement. Unless otherwise agreed upon, the Subrecipient shall be reimbursed for meals in accordance with the current U.S. General Services Administration rate per day. This reimbursement amount includes all meal, beverage, and refreshment expenses incurred during the day. Requests for reimbursement shall state the amount allowable for meals and list the actual number of travel days on the invoice.

6. **Responsibilities of Subrecipient.**

- A. Subrecipient agrees to be familiar and comply with the Fiscal Year 2020 Homeland Security Grant Program (HSGP) Program Notice of Funding Opportunity (NOFO), which is incorporated into this Agreement by this reference.
- B. Subrecipient shall provide the project described in Attachment A.
- C. **Environmental and Historic Preservation (EHP).** If Subrecipient has projects that have potential to impact the environment, including but not limited to the construction of communication towers, modification or renovation of existing buildings, structures and facilities, or new construction including replacement of facilities, Subrecipient must participate in the DHS/FEMA/EHP review process prior to beginning work. Failure of Subrecipient to meet federal, state, and local EHP requirements and obtain applicable permits may jeopardize federal funding. Additionally, all subrecipients are required to comply with DHS/FEMA EHP Policy Guidance, FEMA Policy #108-023-1. Any change to the approved project description will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, Subrecipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, Subrecipient shall immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office.
- D. **THIRA/SPR.** Subrecipient agrees to complete/actively participate in a whole community Threat and Hazard Risk Assessment or Stakeholder Preparedness

Report (THIRA/SPR) update or both annually by the fall deadline of each year during the entire period of this Agreement.

- E. NIMS.** Subrecipient is required to maintain adoption and implementation of the National Incident Management System (NIMS). Subrecipient must use standardized resource management concepts for resource typing, credentialing, and an inventory to facilitate the effective identification, dispatch, deployment, tracking, and recovery of resources. Subrecipient shall update or modify its operational plans, and training and exercise activities, as necessary, to achieve conformance with the National Response Framework and NIMS implementation guidelines.
- F. Point of Contact.** Subrecipient must keep the Agency up-to-date as to the name of the person acting as the primary contact person for this Agreement using the Point of Contact Information Form provided by the Agency, which is incorporated into this Agreement by this reference, including any change of contact person, address, email, or telephone information. Subrecipient's primary contact shall cooperate with any assessments, national evaluation efforts, or information or data collect requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this Agreement.
- G. Procurement.** Subrecipient must use its own documented procurement procedures that reflect applicable state, local, territorial, and tribal laws and regulations, provided that the procurements conform to applicable federal law and the standards identified in 2 C.F.R. Part 200. All procurement activity must be conducted in accordance with Federal Procurement Standards 2 C.F.R. Part 200.317-200.326.
- H. Equipment.**

 - (i) Subrecipient may not use the funding provided under this Agreement to purchase equipment not specifically authorized in the Authorized Equipment List (AEL), which is incorporated into this Agreement by this reference, unless the proposed acquisition is reviewed by the Agency and approved by the U.S. Department of Homeland Security in writing prior to purchase.
 - (ii) Subrecipient shall ensure all equipment purchased with funds provided under this Agreement is maintained and available for response to terrorist incidents. Subrecipient agrees that, when practicable, any equipment or supplies purchased with grant funding shall be prominently marked as follows: "Purchased with funds provided by the U.S. Department of Homeland Security and administered by the Wyoming Office of Homeland Security."
 - (iii) Subrecipient shall maintain property records for all equipment purchased with HSGP funds in accordance with 2 CFR 200.313(1) to include: a description of the property, a serial number or other identification number,

the source of funding for the property (including the FAIN), who holds the title, the acquisition date, and cost of the property, percentage of federal participation in the project costs for the federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property. Subrecipient shall provide Agency with updated property records during the close-out of this Agreement.

- (iv) Investments in emergency communications systems and equipment must meet applicable SAFECOM Guidance.
- I. **Training and Exercise.** Training conducted using HSGP funds should address a performance gap identified through a Training Exercise Plan, THIRA/SPR process, or other assessment and contribute to building a capability that will be evaluated through a formal exercise. Exercises conducted with this Agreement should be managed and conducted consistent with Homeland Security Exercise and Evaluation Program (HSEEP).
- J. **Nationwide Cybersecurity Review.** Subrecipient shall complete the 2020 Nationwide Cybersecurity Review (NCSR). The Chief Information Officer, Chief Information Security Officer, or equivalent for Subrecipient should complete the NCSR. The NCSR is available at no cost to the user and takes approximately two to three (2-3) hours to complete. The NCSR will open from October – December 2020.
- K. **Closeout.**
 - (i) Subrecipient shall submit a final project and financial report to the Agency within forty-five (45) days after the termination of this Agreement. The final report must include project description detailing accomplishments, qualitative summary of the impact of those accomplishments, financial summary, as well as other documents required by program guidance or terms and conditions of the award, to include updated property records. Failure to provide a final report may jeopardize future funding.
 - (ii) Subrecipient must maintain and retain the following: backup documentation such as bids and quotes, cost/price analyses on file for review, other documents required by federal regulations applicable at the time funds are granted. Subrecipient shall keep detailed records of all transactions involving this Agreement including but not limited to: specifications, solicitations, competitive quotes or proposals, basis for selection decisions, purchase orders, contracts, invoices, and cancelled checks. Failure to fully document all purchases may result in Agency questioning and subsequently disallowing Subrecipient's expenditures. Subrecipient must maintain its records for three (3) years after the close of the underlying federal award.
- L. Subrecipient shall comply with the federal pass through provisions described in

Exhibit I, which is attached to and incorporated into this Agreement by this reference.

7. **Responsibilities of Agency.** The Agency agrees to:

- A. Pay Subrecipient in accordance with Section 5 above.
- B. Be available to provide necessary and feasible technical advice requested by Subrecipient.
- C. Notify Subrecipient of information and updates received from FEMA or other federal agencies, which may affect or otherwise restrict the availability of funds awarded to Subrecipient herein.

8. **Special Provisions.**

- A. **Assumption of Risk.** The Subrecipient shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to the Subrecipient's failure to comply with state or federal requirements. The Agency shall notify the Subrecipient of any state or federal determination of noncompliance.
- B. **Kickbacks.** Subrecipient certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this Agreement, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Agreement. If Subrecipient breaches or violates this warranty, Agency may, at its discretion, terminate this Agreement without liability to Agency, or deduct from the agreed upon price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.
- C. **Monitoring Activities.** Agency shall have the right to monitor all activities related to this Agreement that are performed by Subrecipient or its sub-subrecipients. This shall include, but not be limited to, the right to make site inspections at any time and with reasonable notice; to bring experts and consultants on site to examine or evaluate completed work or work in progress; to examine the books, ledgers, documents, papers, and records pertinent to this Agreement; and to observe personnel in every phase of performance of Agreement related work.
- D. **No Finder's Fees:** No finder's fee, employment agency fee, or other such fee related to the procurement of this Agreement, shall be paid by either party.
- E. **Suspension and Debarment.** By signing this Agreement, Subrecipient certifies that neither it nor its principals/agents are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction or from receiving federal financial or nonfinancial assistance, nor are any of the participants involved in the execution of this Agreement suspended, debarred, or voluntarily excluded by any federal department or agency in accordance with Executive Order 12549 (Debarment and Suspension), 44 CFR

Part 17, or 2 CFR Part 180, or are on the debarred, or otherwise ineligible, vendors lists maintained by the federal government. Further, Subrecipient agrees to notify Agency by certified mail should it or any of its principals/agents become ineligible for payment, debarred, suspended, or voluntarily excluded from receiving federal funds during the term of this Agreement.

- F. Administration of Federal Funds.** Subrecipient agrees its use of the funds awarded herein is subject to the Uniform Administrative Requirements of 2 C.F.R. Part 200, *et seq.*; any additional requirements set forth by the federal funding agency; all applicable regulations published in the Code of Federal Regulations; and other program guidance as provided to it by Agency.
- G. Copyright License and Patent Rights.** Subrecipient acknowledges that federal grantor, the State of Wyoming, and Agency reserve a royalty-free, nonexclusive, unlimited, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for federal and state government purposes: (1) the copyright in any work developed under this Agreement; and (2) any rights of copyright to which Subrecipient purchases ownership using funds awarded under this Agreement. Subrecipient must consult with Agency regarding any patent rights that arise from, or are purchased with, funds awarded under this Agreement.
- H. Federal Audit Requirements.** Subrecipient agrees that if it expends an aggregate amount of seven hundred fifty thousand dollars (\$750,000.00) or more in federal funds during its fiscal year, it must undergo an organization-wide financial and compliance single audit. Subrecipient agrees to comply with the audit requirements of the U.S. General Accounting Office Government Auditing Standards and Audit Requirements of 2 C.F.R. Part 200, Subpart F. Subrecipient shall provide one (1) copy of the audit report to Agency and require the release of the audit report by its auditor be held until adjusting entries are disclosed and made to Agency's records. Subrecipient agrees that if it expends less than seven hundred fifty thousand dollars (\$750,000.00) in federal funds during its fiscal year, it must send the Agency a letter stating they do not meet the threshold to undergo an organization-wide financial and compliance single audit.
- I. Non-Supplanting Certification.** Subrecipient hereby affirms that federal grant funds shall be used to supplement existing funds, and shall not replace (supplant) funds that have been appropriated for the same purpose. Subrecipient should be able to document that any reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds under this Agreement.
- J. Program Income.** Subrecipient shall not deposit grant funds in an interest bearing account without prior approval of Agency. Any income attributable to the grant funds distributed under this Agreement must be used to increase the scope of the program or returned to Agency.
- K. Activities Conducted Abroad.** Subrecipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are

obtained.

- L. Reporting of Matters Related to Subrecipient Integrity and Performance.** If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the Subrecipients must comply with the requirements set forth in the government-wide Award Term and Condition for subrecipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.
- M. Trafficking Victims Protection Act of 2000 (TVPA).** Subrecipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. section 7104. The award term is located at 2 C.F.R. section 175.15, the full text of which is incorporated here by reference.
- N. Federal Leadership on Reducing Text Messaging while Driving.** Subrecipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.
- O. Fly America Act of 1974.** Subrecipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C. section 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. section 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.
- P. Americans with Disabilities Act of 1990.** Subrecipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. sections 12101-12213), which prohibits subrecipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.
- Q. Duplication of Benefits.** Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude Subrecipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.
- R. Copyright.** Subrecipients must affix the applicable copyright notices of 17 U.S.C.

sections 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

- S. **Civil Rights Act of 1968.** Subrecipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. No. 90-284, as amended through Pub. L. 113-4, which prohibits subrecipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. section 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units-i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)-be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)
- T. **Best Practices for Collection and Use of Personally Identifiable Information (PII).** Subrecipients who collect PII are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Subrecipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.
- U. **Limited English Proficiency (Civil Rights Act of 1964, Title VI).** Subrecipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. section 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that Subrecipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS subrecipient Guidance and additional resources on <http://www.lep.gov>.
- V. **Hotel and Motel Fire Safety Act of 1990.** In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. section 2225a, Subrecipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, (codified as amended at 15 U.S.C. section 2225.)
- W. **Disposition of Equipment Acquired Under the Federal Award.** When original or replacement equipment acquired under this award by the subrecipient or its sub-Subrecipients is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, you must request instructions from DHS/FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. Section 200.313.

- X. **Patents and Intellectual Property Rights.** Subrecipients are subject to the Bayh-Dole Act, 35 U.S.C. section 200 *et seq.*, unless otherwise provided by law. Subrecipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. section 401.14.
- Y. **Procurement of Recovered Materials.** States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. section 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.
- Z. **Terrorist Financing.** Subrecipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Subrecipients are legally responsible to ensure compliance with the Order and laws.
- AA. **Civil Rights Act of 1964 - Title VI.** Subrecipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. section 2000d *et seq.*), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.
- BB. **Prior Approval for Modification of Approved Budget.** Before making any change to the DHS/FEMA approved budget for this award, you must request prior written approval from DHS/FEMA where required by 2 C.F.R. Section 200.308. DHS/FEMA is also utilizing its discretion to impose an additional restriction under 2 C.F.R. Section 200.308(e) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the Federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from DHS/FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget DHS/FEMA last approved. You must report any deviations from your DHS/FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.
- CC. **Acknowledgement of Federal Funding from DHS.** Subrecipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or

programs funded in whole or in part with federal funds.

- DD. Acceptance of Post Award Changes.** In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, Subrecipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate subrecipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to ASK-GMD@fema.dhs.gov if you have any questions.
- EE. Rehabilitation Act of 1973.** Subrecipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112 (1973), (codified as amended at 29 U.S.C. section 794,) which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
- FF. False Claims Act and Program Fraud Civil Remedies.** Subrecipients must comply with the requirements of the False Claims Act, 31 U.S.C. sections 3729-3733, which prohibits the submission of false or fraudulent claims for payment to the federal government. (See 31 U.S.C. sections 3801-3812, which details the administrative remedies for false claims and statements made.)
- GG. Nondiscrimination in Matters Pertaining to Faith-Based Organizations.** It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Subrecipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statues, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.
- HH. Lobbying Prohibitions.** Subrecipients must comply with 31 U.S.C. section 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the subrecipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.
- II. Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX.** Subrecipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. No. 92-318 (1972) (codified as amended at 20 U.S.C. section 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

- JJ. Age Discrimination Act of 1975.** Subrecipients must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (1975) (codified as amended at Title 42, U.S. Code, section 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.
- KK. National Environmental Policy Act.** Subrecipients must comply with the requirements of the National Environmental Policy Act of 1969 (NEPA), Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. section 4321 et seq.) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require Subrecipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.
- LL. Assurances, Administrative Requirements, Cost Principles, Representations and Certifications.** DHS financial assistance Subrecipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances - Non-Construction Programs, or OMB Standard Form 424D Assurances - Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the DHS FAO if you have any questions. DHS financial assistance Subrecipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200, and adopted by DIIS at 2 C.F.R. Part 3002.
- MM. USA PATRIOT Act of 2001.** Subrecipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), Pub. L. No. 107-56, which amends 18 U.S.C. sections 175-175c.
- NN. Non-Supplanting Requirement.** Subrecipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.
- OO. Drug-Free Workplace Regulations.** Subrecipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the Subrecipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. sections 8101-8106).
- PP. Universal Identifier and System of Award Management.** Subrecipients are

required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

- QQ. Reporting Subawards and Executive Compensation.** Subrecipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.
- RR. Energy Policy and Conservation Act.** Subrecipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. No. 94- 163 (1975) (codified as amended at 42 U.S.C. section 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.
- SS. Whistleblower Protection Act.** Subrecipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C section 2409, 41 U.S.C. section 4712, and 10 U.S.C. section 2324, 41 U.S.C. sections 4304 and 4310.
- TT. Federal Debt Status.** All subrecipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)
- UU. Use of DHS Seal, Logo and Flags.** Subrecipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.
- VV. Notice of Funding Opportunity Requirements.** All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All subrecipients must comply with any such requirements set forth in the program NOFO.
- WW. SAFECOM.** Subrecipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.
- XX. Indirect Facilities & Administrative (F&A) Costs.** Indirect costs are allowable under this program as described in 2 C.F.R. Part 200, including 2 C.F.R. § 200.414. Applicants with a negotiated indirect cost rate agreement that desire to charge

indirect costs to an award must provide a copy of their negotiated indirect cost rate agreement at the time of application. Applicants that are not required by 2 C.F.R. Part 200 to have a negotiated indirect cost rate agreement but are required by 2 C.F.R. Part 200 to develop an indirect cost rate proposal must provide a copy of their proposal at the time of application. Post-award requests to charge indirect costs will be considered on a case-by-case basis and based upon the submission of an agreement or proposal as discussed above.

9. General Provisions.

- A. Amendments.** Any changes, modifications, revisions, or amendments to this Agreement which are mutually agreed upon by the parties to this Agreement shall be incorporated by written instrument, executed by all parties to this Agreement.
- B. Applicable Law, Rules of Construction, and Venue.** The construction, interpretation, and enforcement of this Agreement shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms "hereof," "hereunder," "herein," and words of similar import, are intended to refer to this Agreement as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.
- C. Assignment Prohibited and Agreement Shall Not be Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this Agreement without the prior written consent of the other party. The Subrecipient shall not use this Agreement, or any portion thereof, for collateral for any financial obligation without the prior written permission of the Agency.
- D. Audit and Access to Records.** The Agency and its representatives shall have access to any books, documents, papers, electronic data, and records of the Subrecipient which are pertinent to this Agreement. The Subrecipient shall immediately, upon receiving written instruction from the Agency, provide to any independent auditor or accountant all books, documents, papers, electronic data, and records of the Subrecipient which are pertinent to this Agreement. The Subrecipient shall cooperate fully with any such independent auditor or accountant during the entire course of any audit authorized by the Agency.
- E. Availability of Funds.** Each payment obligation of the Agency is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation and which may be limited for any reason including, but not limited to, congressional, legislative, gubernatorial, or administrative action. If funds are not allocated and available for continued performance of the Agreement, the Agreement may be terminated by the Agency at the end of the period for which the funds are available. The Agency shall notify the Subrecipient at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the Agency in the event this provision

is exercised, and the Agency shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

- F. Award of Related Agreements.** The Agency may award supplemental or successor grants for work related to this Agreement or may award grants to other subrecipients for work related to this Agreement. The Subrecipient shall cooperate fully with other subrecipients and the Agency in all such cases.
- G. Compliance with Laws.** The parties shall keep informed of and comply with all applicable federal, state, and local laws and regulations, and all federal grant requirements and executive orders in the performance of this Agreement.
- H. Entirety of Agreement.** This Grant Award Agreement, consisting of eighteen (18) pages; Attachment A, Project Description, consisting of one (1) page; and Exhibit 1, consisting of two (2) pages, represent the entire and integrated Agreement between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this Agreement and the language of any attachment or document incorporated by reference, the language of this Agreement shall control.
- I. Ethics.** Subrecipient shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, *et seq.*) and any and all ethical standards governing Subrecipient's profession.
- J. Extensions.** Nothing in this Agreement shall be interpreted or deemed to create an expectation that this Agreement will be extended beyond the term described herein. Any extension of this Agreement shall be initiated by the Agency and shall be accomplished through a written amendment between the parties entered into before the expiration of the original Agreement or any valid amendment thereto, and shall be effective only after it is reduced to writing and executed by all parties to the Agreement.
- K. Force Majeure.** Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.
- L. Indemnification.** Each party to this Agreement shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other.
- M. Independent Contractor.** The Subrecipient shall function as an independent contractor for the purposes of this Agreement and shall not be considered an

employee of the State of Wyoming for any purpose. Consistent with the express terms of this Agreement, the Subrecipient shall be free from control or direction over the details of the performance of services under this Agreement. The Subrecipient shall assume sole responsibility for any debts or liabilities that may be incurred by the Subrecipient in fulfilling the terms of this Agreement and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Agreement. Nothing in this Agreement shall be interpreted as authorizing the Subrecipient or its agents or employees to act as an agent or representative for or on behalf of the State of Wyoming or the Agency or to incur any obligation of any kind on behalf of the State of Wyoming or the Agency. The Subrecipient agrees that no health or hospitalization benefits, workers' compensation, unemployment insurance, or similar benefits available to State of Wyoming employees will inure to the benefit of the Subrecipient or the Subrecipient's agents or employees as a result of this Agreement.

- N. Notices.** All notices arising out of, or from, the provisions of this Agreement shall be in writing either by regular mail or delivery in person at the addresses provided under this Agreement.
- O. Prior Approval.** This Agreement shall not be binding upon either party, no services shall be performed, and the Wyoming State Auditor shall not draw warrants for payment, until this Agreement has been fully executed, approved as to form by the Office of the Attorney General, filed with and approved by A&I Procurement, and approved by the Governor of the State of Wyoming, or his designee, if required by Wyo. Stat. § 9-2-1016(b)(iv).
- P. Severability.** Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.
- Q. Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and Agency expressly reserve sovereign immunity by entering into this Agreement and the Subrecipient expressly reserves governmental immunity. Each of them specifically retains all immunities and defenses available to them as sovereigns or governmental entities pursuant to Wyo. Stat. § 1-39-101, *et seq.*, and all other applicable law. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. The parties further acknowledge that there are constitutional and statutory limitations on the authority of the State of Wyoming and its agencies or instrumentalities to agree to certain terms and conditions supplied by the Subrecipient, including, but not limited to, the following: liability for damages; choice of law; conflicts of law; venue and forum-selection clauses; defense or control of litigation or settlement; liability for acts or omissions of third parties; payment of attorneys' fees or costs; additional insured provisions; dispute resolution, including, but not limited to, arbitration; indemnification of another party; and confidentiality. Any such provisions in the Agreement, or in any attachments or documents incorporated by reference, will not be binding on the State of Wyoming. Designations of venue, choice of law, enforcement actions, and

similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.

- R. **Taxes.** The Subrecipient shall pay all taxes and other such amounts required by federal, state, and local law, including, but not limited to, federal and social security taxes, workers' compensation, unemployment insurance, and sales taxes.
- S. **Termination of Agreement.** This Agreement may be terminated, without cause, by the Agency upon thirty (30) days written notice. This Agreement may be terminated by the Agency immediately for cause if the Subrecipient fails to perform in accordance with the terms of this Agreement.
- T. **Third-Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties, and obligations contained in this Agreement shall operate only between the parties to this Agreement and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement.
- U. **Time is of the Essence.** Time is of the essence in all provisions of this Agreement.
- V. **Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Agreement.
- W. **Waiver.** The waiver of any breach of any term or condition in this Agreement shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.
- X. **Counterparts.** This Agreement may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Agreement. Delivery by the Subrecipient of an originally signed counterpart of this Agreement by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to the Agency.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

10. **Signatures.** The parties to this Agreement, either personally or through their duly authorized representatives, have executed this Agreement on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Agreement.

The Effective Date of this Agreement is the date of the signature last affixed to this page.

AGENCY: WYOMING OFFICE OF HOMELAND SECURITY

Lynn Budd, Director

Date

SUBRECIPIENT: CITY OF CASPER

Subrecipient Designee Signature

Date

Attested By:

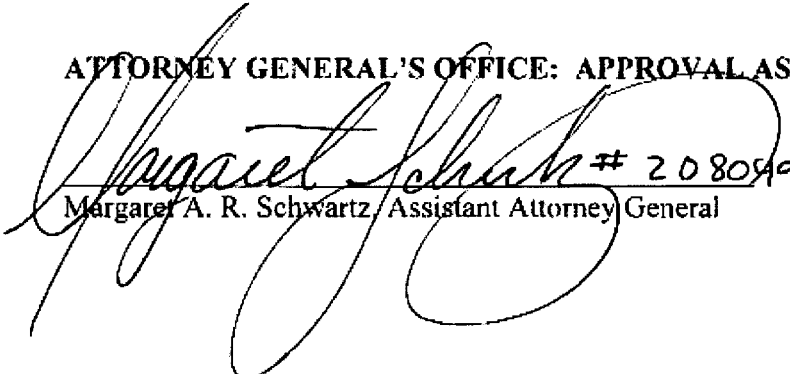
Date

SUBRECIPIENT ATTORNEY: APPROVAL AS TO FORM

Attorney

Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM


Margaret A. R. Schwartz, Assistant Attorney General

June 8, 2021
Date

EXHIBIT 1

Subrecipient agrees to comply with the following federal pass through provisions referenced in section 5 G. of the Agreement:

APPENDIX II TO PART 200—CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

Effective: November 12, 2020

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded

by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered b

EXHIBIT 1

Subrecipient agrees to comply with the following federal pass through provisions referenced in section 5 G. of the Agreement:

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Effective: November 12, 2020

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(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

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(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

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Attachment A: Project Description

City of Casper

Project ID: 20-SHSP-CAS-HRT20

IJ: CBRNE Response

The following submitted project(s) have been approved for the Federal Fiscal Year 2020 U.S. Department of Homeland Security State Homeland Security Program Grant. Only expenditures within the scope of the below projects will be reimbursed by the Wyoming Office of Homeland Security. Any changes to the scope of work must be approved through the Wyoming Office of Homeland Security prior to implementation.

Description	Amount
For the purchase of a self loading container bed, cargo containers, cargo container trailer	\$109,000.00

For questions regarding individual project allowability, the scope of an approved project, or the 2019 SHSP grant, please contact:

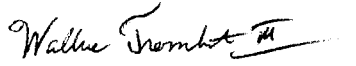
SHSP Grant Manager
Wyoming Office of Homeland Security
307-777-4917

Security Unit Chief
Wyoming Office of Homeland Security
307-777-4907

APPROVAL AS TO FORM

I have reviewed the attached *Grant Award Agreement between Wyoming Office of Homeland Security and Casper* for \$109,000, Project ID 20-SHSP-CAS-HRT20, and approve it as to form on behalf of the City of Casper, Wyoming.

Dated: June 9, 2021.



Wallace Trembath III
Deputy City Attorney

RESOLUTION NO. 21-110

A RESOLUTION ACCEPTING A GRANT FROM THE
WYOMING OFFICE OF HOMELAND SECURITY.

WHEREAS, the City of Casper has been awarded a grant from the Wyoming Office of Homeland Security in the amount of One-Hundred Nine Thousand Dollars (\$109,000); and,

WHEREAS, the City of Casper desires to accept the grant funds from the Wyoming Department of Homeland security; and,

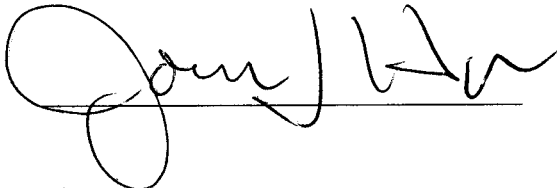
WHEREAS, the grant funds will be used to purchase Regional Response Equipment, to include a response vehicle to transport personnel and equipment to Regional Response calls.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the U.S. Department of Homeland Security's State Homeland Security Program grant, in the amount of One-Hundred Nine Thousand Dollars (\$109,000), is hereby accepted.

BE IT FURTHER RESOLVED: That the Mayor is hereby authorized and directed to execute, and the City Clerk to Attest this Resolution authorizing the acceptance of the above described grant.

PASSED, APPROVED, AND ADOPTED 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

June 19, 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 Recykling Industrial Repairs, Inc., in an amount not to exceed \$85,337.29 for Repair of Baler Ejection Cylinder Project.

Meeting Type & Date

Regular Council Meeting
August 3, 2021

Action Type

Resolution

Recommendation

That Council, by resolution, authorize a Professional Services Contract with Recykling Industrial Repairs, Inc. (RIR), in an amount not to exceed \$85,337.29, for Baler Ejection Cylinder Project, Project No. 21-042.

Summary

In mid-June 2021, the City baler building team noticed the ejection cylinder for the North Waste Baler failed to perform as designed. After shut down of the baler, staff inspected inside the ejection chamber and noticed scoring on the cylinder and alignment problems. Staff contacted RIR's owner to learn when they would be available to assess the damage, provide an opinion to the cause of the damage, and repair the ejection cylinder. Staff also requested an hour rate update for maintenance consultation services. RIR informed staff they would be available in July and August for cylinder inspection and provided a cost estimate for the work, see Attachment A, Project Cost Estimate.

Recykling Industrial Repairs, Inc. (RIR) are the only baler maintenance specialists familiar with the City's waste balers and who have an exclusive agreement with the proprietary cylinder manufacture; therefore, City Staff recommends awarding a sole source professional service contract to RIR.

Financial Considerations

Project funding is from Balefill Fund Reserves and included in the Balefill FY22 budget.

Oversight/Project Responsibility

Sean Orszulak, Superintendent of Solid Waste Operations
Cynthia Langston, Solid Waste Division Manager

Attachments

Resolution
Agreement
Exhibit A

CONTRACT FOR PROFESSIONAL SERVICES

PART I - AGREEMENT

This Contract for Professional Services (“Contract”) is entered into on this ____ day of August, 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. Recykling Industrial Repairs, Inc. (RIR), 50 W. Railroad Street, Milan, Georgia 31060 (“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 repair a waste baler ejection cylinder and provide ongoing maintenance services.

B. The project requires professional services for the repair of a waste baler ejection cylinder and ongoing maintenance services.

C. The Consultant represents that it is ready, willing, and able to provide the professional services to City as required by this Contract.

D. The City desires to retain the Consultant for such services.

NOW, THEREFORE, in consideration of the covenants and conditions set forth herein to be performed, the parties agree as follows:

1. SCOPE OF SERVICES:

The Consultant shall perform the services in connection with and respecting the project as provided in Exhibit A, attached hereto and made part of this Contract.

2. TIME OF PERFORMANCE:

The services of the Consultant shall be undertaken and completed on or before the 30th day of June 2022.

3. COMPENSATION:

In consideration of the performance 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 Eight-Five Thousand Three Hundred Thirty-Seven and 29/100 Dollars (\$85,337.29).

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 and that it is entitled to receive the amount requested under the terms of the Contract (see Exhibit A). Fifty percent (50%) of payment is due when the damaged cylinder is received at RIR's cylinder maintenance shop, forty percent (40%) of payment after delivery and City acceptance of the repaired cylinder in Casper, and the remaining ten percent (10%) of payment after 120 hours of successful baling waste or 30-days after receipt of the cylinder, whichever comes first.

If amounts owed by the Consultant to the City for any goods, services, licenses, permits or any other items or purpose remain unpaid beyond the City's general credit policy, those amounts may be deducted from the payment being made by the City to the Consultant pursuant to this Contract.

5. TERMS AND CONDITIONS:

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

6. EXTENT OF CONTRACT:

This Contract represents the entire and integrated Agreement between the City and the Consultant, and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended only by written instrument signed by both the City's and the Consultant's authorized representatives.

The City and the Consultant each individually represent that they have the requisite authority to execute this Contract and perform the services described in this Contract.

IN WITNESS WHEREOF, the undersigned duly authorized representatives of the parties have executed this Contract as of the day and year above.

APPROVED AS TO FORM

Walton Tremel

ATTEST

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Steven K. Freel
Mayor

WITNESS

CONSULTANT
Recykling Industrial Repairs, Inc.

By: _____

By: Mike Crumley

Printed Name: _____

Printed Name: MIKE CRUMLEY

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 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 to the Consultant from the City under this Contract may be assigned to a bank, trust company, or other financial institution, or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer shall be furnished to the City within five (5) business days of any assignment or transfer.

4. AUDIT:

The City and its representatives shall have access and obtain at its discretion, copies to any books, documents, papers, electronic data and records of the Consultant, which are pertinent to this Contract. The Consultant shall immediately, upon receiving written

instruction from the City, provide to any independent auditor or accountant all books, documents, papers, electronic data and recordings of the Consultant which are pertinent to this Contract. The Consultant shall cooperate fully with any such independent auditor or accountant during the entire course of any audit authorized by the City.

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, or termination of this agreement, they will be turned over to the City provided that, in any case, the Consultant may, at no additional expense to the City, make and retain such additional copies thereof as Consultant desires for its own use; and provided further, that in no event may any of the documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, or other reports retained by the Consultant be released to any person, agency, corporation, or organization without the written consent of the City.

7. FINDINGS CONFIDENTIAL:

All reports, information, data, etc., given to or prepared, or assembled by the Consultant under this Contract are confidential and shall not be made available to any individual or organization by the Consultant without the prior written consent of the City.

8. GOVERNING LAW 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.

11. INSURANCE AND INDEMNIFICATION:

A. **Prior to** the commencement of work, Consultant shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its Subconsultants, agents, representatives, or employees.

B. *Minimum Scope and limit of Insurance.*

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than the sum of Two Hundred Fifty Thousand Dollars (\$250,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Five Hundred Thousand Dollars (\$500,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location (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 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.

C. *Higher Limits.* If the Consultant 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 Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

D. *Other Insurance Provisions*

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. *Additional Insured Status*

The City, its officers, elected and appointed officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, 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 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*

Each insurance policy required above shall state that coverage shall not be canceled, materially changed, or reduced, except with notice to the City. Such notice to the City shall be provided in a commercially reasonable time.

4. *Waiver of Subrogation*

Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

5. *Deductibles and Self-Insured Retentions*

Consultant has two options regarding deductibles and self-insured retentions:

- a. Option 1: Any deductibles or self-insured retentions must be declared to and approved by the City. Unless otherwise approved by the City in writing, any deductible may not exceed Ten Thousand Dollars (\$10,000). Unless otherwise approved in writing by the City, self-insured retentions may not exceed Ten Thousand Dollars (\$10,000), and the City may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
- b. Option 2: Consultant shall carry insurance with terms that require its insurance company to pay the full value of a covered claim from the first dollar of coverage, even if the Consultant is unable to pay any deductible or self-insured retention amount(s) required by the insurance policy. Consultant shall provide a written endorsement from its insurance carrier that such insurance coverage is in place, and shall keep such coverage in place during the term of this Contract and any subsequent time period required for claims made policies.

6. *Acceptability of Insurers*

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise agreed to in writing by the City.

7. *Claims Made Policies*

If any of the required policies provide coverage on a claims-made basis:

- a. The Retroactive Date must be shown and must be before the date of the Contract or the beginning of Contract work.
- b. Insurance must be maintained and evidence of insurance must be provided *for at least 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 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 Consultant's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

9. *Subconsultants*

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

10. *Special Risks or Circumstances*

City reserves the right to reasonably modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

- E. Consultant agrees to indemnify the City, the City's employees, elected officials, appointed officials, agents, and volunteers, and all additional insured and hold them harmless from all liability for damages to property or injury to or death to persons, including all reasonable costs, expenses, and attorney's fees incurred related thereto, to the extent arising from negligence, fault or willful and wanton conduct of the Consultant and any Subconsultant thereof.

12. INTENT:

Consultant represents that it has read and agrees to the terms of this Contract and further agrees that it is the intent of the parties that Consultant shall perform all of the services for the compensation set forth in this Contract. Consultant also agrees that it is the specific intent of the parties, and a material condition of this Contract, that it shall not be entitled to compensation for other services rendered unless specifically authorized by the City by Resolution of its governing body. Consultant agrees that it has carefully examined the Scope of Services, and that the compensation is adequate for performance of this Contract.

13. WYOMING GOVERNMENTAL CLAIMS ACT:

The City does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 et seq., and the City specifically reserves the right to assert any and all rights, immunities, and defenses it may have pursuant to the Wyoming Governmental Claims Act.

14. NO THIRD PARTY BENEFICIARY RIGHTS:

The parties to this Contract do not intend to create in any other individual or entity the status of third-party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties and obligations contained in this Contract shall operate only between the parties to this Contract, and shall inure solely to the benefit of the parties to this Contract. The parties to this Contract intend and expressly agree that only parties signatory to this Contract shall have any legal or equitable right to seek to enforce this Contract, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Contract, or to bring an action for the breach of this Contract.

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.

16. ELECTRONIC SIGNATURES:

The parties understand and agree that they have the right to execute this Contract through paper or through electronic signature technology, which is in compliance with Wyoming and federal law governing electronic signatures. The parties agree that to the extent they sign electronically, their electronic signature is the legally binding equivalent to their handwritten signature. Whenever they execute an electronic signature, it has the same validity and meaning as their handwritten signature. They will not, at any time in the future, repudiate the meaning of their electronic signature or claim that their electronic signature is not legally binding. They agree not to object to the admissibility of this Contract as an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the grounds that it is an electronic record or electronic signature or that it is not in its original form or is not an original. Each party will immediately request that their electronic signature be revoked in writing if they discover or suspect that it has been or is in danger of being lost, disclosed, compromised or subjected to unauthorized use in any way. If either party would like a paper copy of this Contract, they may request a copy from the other party, and the other party shall provide it.

EXHIBIT A
RIR Cost Estimate for Repair of Damaged Eject Cylinder
City of Casper Waste N. Baler

Recykling Industrial Repairs (RIR)
 50 W Railroad Street
 Milan, GA 31060 US
 Mike.crumley@ririnc.com

Customer: City of Casper
 1886 N. Station Road
 Casper, WY 82609

RIR Estimate Number: 1235
 RIR Estimate Date: 07/19/21

Quote Good for 30-days

DESCRIPTION OF WORK	QUANTITY	RATE	PROJECT COSTS
Task 1: <u>Cylinder Repair</u>	1 Eject Cylinder	\$48,859.29	\$48,859.29
Task 2: <u>Freight to Deliver Repaired Cylinder</u>	1 Return Freight	\$7,200	\$7,200.00
Task 3: <u>Travel to and From Jobsite (2 RIR Employees plus Maintenance Trailer)</u> a. Labor (\$65/hour X 72 hours = \$4,680.00) b. Mileage (3,600 miles @\$0.56/mile = \$2,016.00) c. Motel, Meals & Incidentals (\$151/day X 9 days = \$1,359.00)			\$8,055.00
Task 4: <u>Service Onsite for 9 Days (1 RIR Employee)</u> a. Labor (\$65/hour X 8 hours/day X 9 days = \$4,680.00) b. Rental Car (~\$500.00) c. Motel, Meals & Incidentals (\$151/day X 9 days = \$1,359.00)			\$6,539.00
Task 5: <u>Service Onsite for 4 Days (1 RIR Employee)</u> a. Labor (\$65/hour X 8 hours/day X 4 days = \$2,080.00) b. Motel, Meals & Incidentals (\$151/day X 4 days = \$604.00)			\$2,684.00
Onsite services include inspect and assess cylinder including removing ram and cylinder, determine theory or possible causes for damage, provide written opinion on cause of damage.			\$73,337.29
SUBTOTAL COSTS			\$73,337.29
Payment Terms: a. 50% Down when Cylinder Received at Georgia Cylinder Maintenance Shop, <u>\$36,668.65</u> b. 40% Upon Delivery & City Acceptance of Repaired Cylinder, <u>\$29,334.92</u> Estimated to be less than 60-day turnaround. c. 10% Final Payment Due after 120 hours of successful baling waste or 30 days after receipt of the repaired cylinder, whichever comes first. <u>\$7,333.72</u>	100 Hours	\$120/hour	\$12,000.00
Task 6: <u>Consultation Services</u> Invoice within 30 days of consultation via onsite or remote access or telephone through June 30, 2022.			\$85,337.29

RESOLUTION NO. 21-111

A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES CONTRACT WITH RECYKLING INDUSTRIAL REPAIRS, INC., FOR THE REPAIR OF WASTE BALER EJECTION CYLINDER PROJECT.

WHEREAS, the City of Casper desires to award a professional services contract to Recykling Industrial Repairs, Inc. (RIR), to assess damage and repair of a waste baler ejection cylinder and provide maintenance consultation, Project No. 21-042; and,

WHEREAS, RIR, 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 RIR 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 Eighty-Five Thousand Three Hundred Thirty-Seven Dollars and Twenty-Nine Cents (\$85,337.29).

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 Freel
Mayor

August 3, 2021

MEMO TO: Honorable Mayor Steven Freel and Members of City Council
FROM: J. Carter Napier, City Manager *JCN*
SUBJECT: Reappointments of Board Members to the Downtown Development Authority Board of Directors

Meeting Type & Date

Regular Council Meeting
August 3, 2021

Action type

Minute Action

Recommendation

That Council, by Minute Action, authorize the reappointments of current board members Ms. Deb Clark and Mr. Cristopher “Crittter” Murray to the Downtown Development Authority (DDA) Board of Directors.

Summary

The DDA Board has two (2) members whose terms expired on June 30, 2020. They each have submitted a letter requesting reappointment. This was the first term for each of them; therefore, they are eligible to apply to be reappointed for one additional term.

The DDA Board of Directors began requesting applications for the open positions beginning June 9, 2021. Requests for applicants were advertised in the Casper Star Tribune, as well as an email newsletter to downtown property owners, merchants and community subscribers.

The DDA Board met on Wednesday, July 14, 2021, and reviewed the applications from the incumbents, as there were no other applications received. The board recommends the reappointments of Deb Clark and Critter Murray. They will each be reappointed for one (1) additional, four (4) year term. Their terms will expire on June 30, 2025.

Financial Considerations

No Financial Considerations

Oversight/Project Responsibility

Kevin Hawley, Executive Director, Downtown Development Authority

Attachments

Letter of Recommendation for Appointment, Notice of Publication, Applicants Letters of Interest.



July 19, 2021

The Honorable Members of the City Council
The City of Casper
200 N. David Street
Casper, WY 82601

Dear City Manager Napier and Members of the City Council:

The Downtown Development Authority (DDA) respectfully requests Council to reappoint members, Ms. Deb Clark and Mr. Christopher Murray, to the Board of Directors with terms expiring 6/30/2025. A letter of continued interest is also attached for your review and consideration.

The DDA began accepting applications for this position on June 9, 2021, with an email newsletter to downtown property owners, merchants, and community subscribers. The request for applicants was followed by two publications in the Casper Star Tribune on June 20 and June 23. The publicized due date for applications was July 9, 2021. On Wednesday, July 14, 2021, the DDA Board met and formally voted to recommend these applicants to the Mayor and City Council for appointment.

The board extends its sincere appreciation to you and the council for your consideration of these great community leaders.

Respectfully submitted,

Kevin Hawley

Kevin Hawley
Executive Director

DOWNTOWN DEVELOPMENT
———— **AUTHORITY** ————

• 341 W. Yellowstone Hwy • Casper, WY • 82601 •

*** Proof of Publication ***

Casper Star-Tribune
P.O. Box 80, Casper, WY 82602-0080, ph 307-266-0500

CASPER DDA BOARD
POSITION

The Casper Downtown Development Authority (DDA) is seeking applicants for the Board of Directors. There are two seats available, with all terms expiring 6/30/25. The two board members who have terms expiring have each expressed interest to renew for their final term; however, new applicants interested in applying are encouraged to submit. Details of the board and an application form can be found at downtowncasper.com or by stopping our office. Applications, including a Letter of Interest, will be received until July 9, 2021, 4:00 pm, at the offices of the Downtown Development Authority located at 341 W. Yellowstone Hwy. Please call 307-235-6710 or email admin@downtowncasper.com for additional information.
Published: June 20 & 23, 2021
Legal No: 75068

AFFIDAVIT OF PUBLICATION

STATE OF WYOMING)
COUNTY OF NATRONA)

I, the undersigned, being a person in the employ of the Casper Star-Tribune, a newspaper published in CASPER, NATRONA COUNTY, WYOMING, and, knowing the facts herein set forth do so solemnly swear that a copy of the notice as per clipping attached was printed and published

Daily

Weekly

In the regular and entire issue of said newspaper, and not in any supplement thereof, for 2 Consecutive Days Weeks

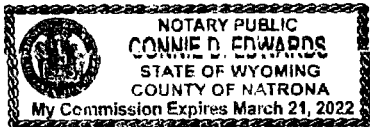
commencing with issue dated June 20, 2021
ending with issue dated June 23, 2021

Downtown Development Authority
Kevin Hawley
341 W. YELLOWSTONE HWY.
CASPER WY 82601

ORDER NUMBER 75068

Shawn [Signature]
Signed

Subscribed in my presence and sworn to before me this
24 day of June 2021



Connie D. Edwards

Section: Legal Notices

Category: 925 Misc Legals

PUBLISHED ON: 06/20/2021, 06/23/2021

TOTAL AD COST: 118.56

FILED ON: 6/23/2021



June 27, 2021

Dear DDA Board of Directors and Executive Director,

Please accept this letter as my interest in renewing my position on the Casper Downtown Development Authority Board of Directors. My commitment to Casper, and the downtown area in particular, has led me to take a keen interest in its future, and to explore the many different perspectives that can and will determine its direction in the coming years. To that end, I believe a position on the DDA Board of Directors provides a platform from which to do my part in helping build a thriving and dynamic downtown community.

Thank you for your time and consideration of my application.

Sincerely,

A handwritten signature in black ink that reads 'Deb Clark'.

Deb Clark, MAI

307-359-2733

June 24, 2021

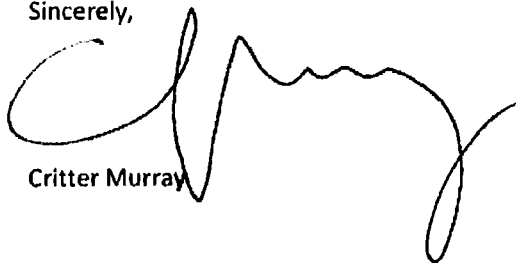
Kevin Hawley
Casper Downtown Development Authority
341 W. Yellowstone Hwy.
Casper, WY 82601

Mr. Hawley,

I am writing to express my continued interest in serving on the Downtown Development Authority Board of Directors. Please accept this letter as my official notice of interest to serve another term on the board. I look forward to being involved with the continued growth and development of the DDA the benefits that the organization brings to the City and Community.

I would appreciate the opportunity to continue to serve on the DDA Board of Directors. Thank you for your time and consideration of my application.

Sincerely,

A handwritten signature in black ink, appearing to read "Critter Murray". The signature is fluid and cursive, with a large initial "C" and a long, sweeping tail that loops back under the name.

Critter Murray

5750 E. Yellowstone Hwy. | Evansville, WY 82636