

COUNCIL MEETING AGENDA

Casper City Council
City Hall, Council Chambers
Tuesday, August 17, 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@casperwv.gov.

AGENDA

1. ROLL CALL
2. PLEDGE OF ALLEGIANCE
3. CONSIDERATION OF MINUTES OF THE AUGUST 3, 2021 REGULAR COUNCIL MEETING, AS PUBLISHED IN THE CASPER STAR-TRIBUNE ON AUGUST 11, 2021

4. CONSIDERATION OF MINUTES OF THE AUGUST 3, 2021 EXECUTIVE SESSION – ON-GOING INVESTIGATION, LAND ACQUISITION AND LITIGATION
5. CONSIDERATION OF BILLS AND CLAIMS
6. BRIGHT SPOTS IN OUR COMMUNITY – CHILDHOOD CANCER AWARENESS MONTH – JASON’S FRIENDS
7. COMMUNICATIONS
 - A. From Persons Present
8. ESTABLISH DATE OF PUBLIC HEARING
 - A. Consent
 1. Establish September 7, 2021, as the Public Hearing Date for Consideration of:
 - a. Transfer of **Retail Liquor License No. 11** From JJBB, LLD d/b/a **Partytime Liquor**, Located at 1335 South McKinley to Hayden and Loflin, INC, d/b/a **Local Liquor and Lounge**, Located at 4120 Centennial Hills Suite 200.
9. PUBLIC HEARINGS
 - A. Ordinance
 1. Ratifying all Actions Previously Taken Concerning City of Casper, Wyoming, **Local Assessment District No. 157 – Arrowhead Road and Jade Avenue Roadway Improvements.**
 - B. Resolution
 1. Adoption of the **Fiscal Year 2022 Budget Amendment #1.**
 - C. Minute Action
 1. 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. THIRD 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

11. SECOND READING ORDINANCES

- 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).
 - 1. Communications from Persons Present

- B. Vacation, Replat and Zone Change Creating the **Trails West Estates No. 5 Addition**.
 - 1. Communications from Persons Present

12. RESOLUTIONS

- A. Consent
 - 1. Authorizing a Contract with **Nelson/Nygaard Consulting Associates, Inc.**, for the **City of Casper Complete Streets & Ordinance Plan** in an Amount not to Exceed \$97,875.
 - 2. Authorizing a Contract for Professional Services with **Civil Engineering Professionals, Inc.**, for the **East Yellowstone Intersection Improvement Study**, in an Amount not to Exceed \$39,990.
 - 3. Approving Amendment No. 1 to the Professional Services Contract with **Toole Design Group, LLC**, for the **Casper Area Metropolitan Planning Organization's (MPO) Casper Area Bicycle and Pedestrian Plan Update**.
 - 4. Authorizing Lease Agreement with the **St. Anthony's Tri-Parish Catholic School**.

12. RESOLUTIONS (continued)

A. Consent

5. Authorizing Lease Agreement with the **Casper Figure Skating Club**.
6. Authorizing a Contract for **Outside-City Water Service** with **James P. Hageman and Kyra K. Hageman**.
7. Telecommunication **Right of Way Use Agreement** with **Advanced Communications Technology, Inc.** (DBA Range).
8. Authorizing a **Procurement of Goods Agreement** with **Keenan Supply Casper**, in the Amount of \$37,084.89, for Grit Removal System Piping and Fittings for Use at the Sam H. Hobbs Wastewater Treatment Plant (WWTP).

13. MINUTE ACTION

A. Consent

1. Authorizing the Purchase of One (1) New **Small Area Mower** from **Midland Implement Co.**, Billings, Montana, in the Total Amount of \$33,667, for Use by the Mowing Division of the Parks and Recreation Department.
2. Authorizing the Purchase of Two (2) New **One-Half Ton Pickup Truck Police Vehicles** from **Greiner Ford**, Casper, Wyoming, to be Used in the Casper Police Department, for the Total Amount of \$70,860.
3. Authorizing the Purchase of One (1) New **58,000 Pound Tandem Axle Truck** with Dump Body from **CMI TECO**, Casper, Wyoming, in the Total Amount of \$139,789, for Use by the Casper Public Utilities Division of the Public Services Department.
4. Authorizing the Purchase of One (1) New **Container Delivery Truck with Stellar CCR Body** from **Floyds Truck CTR**, Casper, Wyoming, in the Total Amount of \$124,496, for Use by the Solid Waste Division of the Public Services Department.
5. Authorizing the Purchase of One (1) New **One-Ton Crew Cab 4x4 Pickup Truck with 9' Tilt Bed** and Accessories, from **Greiner Ford**, Casper, Wyoming, in the Total Amount of \$60,778, for Use by the Solid Waste Division of the Public Services Department.
6. Authorizing the Purchase of One (1) **New Transport Truck** from **CMI TECO**, Casper, Wyoming, for Use by the Solid Waste Section of the Public Services Department, in the Total Amount of \$115,597.

13. MINUTE ACTION (continued)

A. Consent

7. Authorizing the Purchase of One (1) **New Side Loading, 27 Cubic Yard, Sanitation Truck** from **CMI TECO**, Casper, Wyoming, in the Total Amount of \$299,576, before Trade.
8. Authorizing the Appointment of **Ms. Rhonda Zimmerman** to the **Casper Housing Authority Board of Commissioners**.

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

15. ADJOURN INTO EXECUTIVE SESSION – LAND ACQUISITION

16. ADJOURNMENT

Upcoming Council meetings

Council meetings

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

6:00 p.m. Tuesday, September 21, 2021 – Council Chambers

Work sessions

4:30 p.m. Tuesday, August 24, 2021 – Council Meeting Room

4:30 p.m. Tuesday, September 14, 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
August 3, 2021

1. ROLL CALL

Casper City Council met in regular session at 6:04 p.m., Tuesday, August 3, 2021. Present: Councilmembers Cathey, Engebretsen, Johnson, Pacheco, Pollock and Mayor Freel. Councilmembers Gamroth and Knell attended via GoToMeeting. Absent: Councilmember Lutz.

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

2. PLEDGE OF ALLEGIANCE

Mayor Freel led the audience in the Pledge of Allegiance.

3. MINUTES

Moved by Councilmember Engebretsen, seconded by Councilmember Cathey, to, by minute action, approve the minutes of the July 20, 2021, regular Council meeting, as published in the Casper-Star Tribune on July 31, 2021. Councilmember Johnson abstained. Motion passed.

4. EXECUTIVE SESSION MINUTES

Moved by Councilmember Engebretsen, seconded by Vice Mayor Pacheco, to, by minute action, approve the minutes of the July 20, 2021, executive session. Councilmember Johnson abstained. Motion passed.

5. MINUTES

Moved by Councilmember Pollock, seconded by Councilmember Cathey, to, by minute action, approve the minutes of the July 27, 2021, special Council meeting, as published in the Casper-Star Tribune on August 1, 2021. Councilmember Johnson abstained. Motion passed.

6. EXECUTIVE SESSION MINUTES

Moved by Vice Mayor Pacheco, seconded by Councilmember Engebretsen, to, by minute action, approve the minutes of the July 27, 2021, executive session. Councilmember Johnson abstained. Motion passed.

7. BILLS & CLAIMS

Moved by Councilmember Engebretsen, seconded by Councilmember Pollock, to, by minute action, approve payment of the August 3, 2021, bills and claims, as audited by City Manager Napier. Motion passed.

Bills & Claims 08/03/21		
6HGroup	Goods	430.75
71Const	Goods	325,754.94
AMBI	Services	616.37
AAALndscpng	Services	1,319.83
Airgas	Goods	705.13
AllOutFireExt	Goods	80.00

AlSCO	Services	1,332.50
Amrgs	Goods	498.95
ArrwHeadHeat	Services	277.67
AT&T	Services	4,817.09
AtlcElec	Services	5,599.92
Atlas	Goods	2,097.30
AceHrdwr	Goods	128.83
BarDSign	Services	852.00
BrgnEllngsn	Goods	6,016.46
BigHrnTire	Services	105.00
BlkHillsEnrgy	Utilities	9,546.87
BlkmnPrpn	Goods	426.61
BobCatofCspr	Services	1,826.36
BrntagPac	Goods	41,366.50
ClbrPress	Services	718.00
CptlBusnsSystem	Services	104.00
CrlnSftwr	Services	700.00
CarusCorp	Goods	14,364.00
ChmbrOfComm	Services	1,000.00
CsprMncplBand	Refund	500.00
CsprNtrnCoHealth	Services	525.00
CsprStrTrb	Services	1,022.46
CsprTire	Services	1,700.00
CsprAlcvIrr	Services	78,326.19
CntryLnk	Utilities	16,264.90
CITech	Services	1,948.38
CtyCspr	Services	144,064.25
CMITeco	Services	54,767.02
ClctnCntr	Services	442.78
CommTech	Services	877.36
Cmtrnx	Services	759.00
Cnvrgn	Services	5,214.36
CmptrPro	Goods	10,771.20
DKpnr	Services	26,726.48
DckrAuto	Goods	254.09
Dell	Goods	513.54
DPCInd	Goods	7,576.80
EBecher	Reimb	214.50
E&FTow	Services	135.00
EtnSales	Services	416.18
EnrgyLabs	Services	3,777.00
EngDsgn	Services	4,487.50
ExpSvcs	Services	7,614.99
FmrBros	Goods	212.60
IstDataMrchnt	Services	39.90

5TrailsRtry	Dues	350.00
FrmntMtr	Services	2,738.48
GCBldgSply	Services	1,240.26
Galls	Goods	2,412.00
GlblHeatTrnsfr	Goods	3,325.58
GlblSpctrm	Services	1,748.00
GldrAssc	Services	9,374.90
Gmgr	Goods	1,732.10
HDREng	Services	15,661.20
HrvrdDrgGrp	Goods	147.44
Hollnd&Hrt	Services	3,289.50
Homax	Goods	35,834.42
HonnenEqp	Services	1,977.58
Hwrdsply	Goods	507.84
IconHlthFtns	Goods	10,396.91
IME	Services	1,628.50
IndScrn	Goods	379.80
JBrown	Reimb	800.00
JKirk	Reimb	110.69
JKramer		500.00
JacksTrk&Trl	Services	5,119.99
KKraft	Reimb	108.89
KCWY	Services	25.00
KnfRvr	Services	31,176.11
KnowBe4	Services	6,788.55
Kone	Services	3,209.28
KbwtrRsrce	Goods	11,577.63
Lhyde		234.00
LNCrts&Sons	Goods	5,054.00
Lisa'sSpcNSpn	Services	1,090.00
LongBldgTech	Services	2,522.48
MThomason	Reimb	110.69
MillsPD	Services	72.10
MLAuto	Services	780.00
MonsnJntrl	Services	6,137.30
Motn&Flw	Goods	504.96
MotrlaSltns	Services	151,527.53
MtnStLitho	Services	51.04
MtnWstTel	Services	1,000.00
MuniCode	Goods	1,305.70
NCSO	Services	72.10
Norco	Goods	737.00
NWstContr	Goods	1,969.41
NCHCorp	Services	375.00
OvrHeadDr	Services	6,000.00

PeakGeosltns	Services	10,613.93
Pedens	Goods	108.00
Pepsi	Goods	1,585.89
PipestnEquip	Goods	360.47
PoliceRcrds	Services	399.00
ProTecAuto	Services	2,729.70
ProfrcMktg	Services	25,200.00
RckyMtnAirSltns	Goods	4,032.82
RckyMtnPwr	Utilities	241,671.53
RodlphBros	Services	220.00
RootrSwr	Services	958.05
SftyKlnSys	Services	324.84
SaltusTech	Services	14,612.00
ShrwnWllms	Goods	296.79
SmthPsychl	Services	600.00
SftDr	Services	82.50
StofWyoDCI	Services	156.00
WyoStAdtr	Services	14,585.90
SummtElec	Goods	568.10
SWI	Services	1,275.00
Thtchr	Goods	9,378.37
TooleDsgn	Services	30,878.97
TopOffc	Goods	314.52
TriStTrk	Services	4,125.00
TWEnt	Services	988.31
TylerTech	Services	163,834.16
Unfrms2Gear	Goods	1,867.14
Vrzn	Services	4,679.57
VermrSls	Services	4,455.83
VRC	Services	55.13
WBeer	Reimb	150.00
WyneColemnConst	Services	1,841.19
WstPlnsEng	Services	9,650.00
WstrnSrch	Goods	12,090.15
WstrnStsFire	Services	550.00
WWCEng	Services	551.88
WstrnWyoLock	Goods	93.00
Willms,Prtr,Day	Services	497.00
WLCEng	Services	14,278.70
WyoAssocOfMuni	Dues	44,550.91
WyoDOT	Services	266.11
WyoMchnry	Services	2,456.25
WyoSteel	Goods	4,509.50
Total		1,753,982.73

8. COMMUNICATIONS FROM PERSONS PRESENT

No citizens addressed the Council.

9. ESTABLISH PUBLIC HEARINGS

Moved by Councilmember Cathey, seconded by Councilmember Johnson, to, by minute action: establish August 17, 2021, as the public hearing date for the consideration of: the adoption of the fiscal year 2022 budget amendment #1; and the 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. Councilmember Pollock abstained on the liquor license transfer item. Motion passed.

10.A.1 PUBLIC HEARING - ORDINANCE

Mayor Freel indicated he would be abstaining on this item and Vice Mayor Pacheco took control of the meeting.

Vice Mayor Pacheco opened the public hearing for the consideration of the zone change of the Back Nine Addition Planned Unit Development.

City Attorney Henley entered nine (9) exhibits: correspondence from Liz Becher to J. Carter Napier, dated July 21, 2021; an affidavit of publication, as published in the Casper-Star Tribune, dated July 22, 2021; public comment from Gunsight, LLC, dated June 30, 2021, withdrawing opposition; staff report from Liz Becher, to the Chairman and Members of the Planning and Zoning Commission, dated June 11, 2021; supplementary staff report from Liz Becher, to the Chairman and Members of the Planning and Zoning Commission, dated June 15, 2021; plat of the Back Nine Addition; Back Nine subdivision agreement, dated June 21, 2011, including PUD Guidelines; zone change application with letters of support from residents within the Back Nine subdivision; and letters of support/opposition from surrounding property owners. City Manager Napier provided a brief report.

Speaking in support was Colby Frontiero, applicant. Councilmember Engebretsen and Vice Mayor Pacheco had questions about the development of twin homes versus single family homes, covenants, and the continuity between the phases of development, which Mr. Frontiero addressed. Ben Hansuld, 128 E. 27th, also provided information regarding the residential portion of the development. Councilmember Cathey called point of order and asked if someone that is abstaining on an item should be involved in discussion of the item. City Attorney clarified on the matter of a Councilmember abstaining on an item. Jesse Florquist, 1565 S. Center also spoke in favor of the development.

There being no others to speak for or against the issues involving the Back Nine Addition, the public hearing was closed.

Following ordinance read:

ORDINANCE NO. 26-21
AN ORDINANCE APPROVING A ZONE CHANGE OF THE
BACK NINE ADDITION.

Councilmember Pollock presented the foregoing ordinance for approval, on first reading. Seconded by Councilmember Johnson. Councilmember Engebretsen and Mayor Freel abstained. Motion passed. Mayor Freel took control of the meeting.

10.A.2 PUBLIC HEARING - ORDINANCE

Mayor Freel opened the public hearing for the consideration of the vacation, replat and zone change creating the Trails West Estate No. 5 Addition.

City Attorney Henley entered two (2) exhibits: correspondence from Liz Becher to J. Carter Napier, dated July 21, 2021 and an affidavit of publication, as published in the Casper-Star Tribune, dated July 22, 2021. City Manager Napier provided a brief report.

Speaking in support was Keith Tyler, 6013 River Park Drive.

There being no others to speak for or against the issues involving the Trails West Estate No. 5 Addition, the public hearing was closed.

Following ordinance read:

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.

Councilmember Pollock presented the foregoing ordinance for approval, on first reading. Seconded by Councilmember Cathey. Councilmember Engebretsen and Mayor Freel abstained. Motion passed.

10.B PUBLIC HEARING - MINUTE ACTION

Councilmember Pollock recused herself from the discussion and left the room.

Mayor Freel opened the public hearing for the consideration of the issuance of a Bar and Grill Liquor License for Grace Partners LC dba Spotlight Lounge, located at 128 East 2nd Street.

City Attorney Henley entered four (4) exhibits: correspondence from Fleur Tremel, to J. Carter Napier, dated July 21, 2021; an affidavit of publication, as published in the Casper-Star Tribune, dated July 26, 2021; an affidavit of website publication, as published on the City of Casper website, dated July 26, 2021; and the liquor license application filed June 17, 2021. City Manager Napier provided a brief report.

Speaking in support was Matt Miskimins, 72 Marigold. Councilmember Cathey and Mayor Freel had questions regarding the business, which Mr. Miskimins addressed.

There being no others to speak for or against the issues involving the issuance of a Bar and Grill Liquor License, the public hearing was closed.

Mayor Freel opened the public hearing for the consideration of the issuance of a Bar and Grill

Liquor License for Wyoming Downs OTB 12 LLC, d/b/a Wyoming Downs OTB 12 located at 1121 Wilkins Circle.

City Attorney Henley entered four (4) exhibits: correspondence from Fleur Tremel, to J. Carter Napier, dated July 21, 2021; an affidavit of publication, as published in the Casper-Star Tribune, dated July 26, 2021; an affidavit of website publication, as published on the City of Casper website, dated July 26, 2021; and the liquor license application filed July 7, 2021. City Manager Napier provided a brief report.

Speaking in support was Eric Nelson, applicant. Councilmember Knell and Mayor Freel had questions regarding the business, which Mr. Nelson addressed.

There being no others to speak for or against the issues involving the issuance of a Bar and Grill Liquor License, the public hearing was closed.

Moved by Vice Mayor Pacheco, seconded by Councilmember Johnson, to, by minute action, authorize the issuance of Bar and Grill Liquor License No. 13 to Grace Partners LC dba the Spotlight Lounge.

Moved by Councilmember Cathey to, by minute action, postpone the consideration of the issuance of any bar and grill liquor license to a date certain of August 17, 2021 to allow further discussion during the August 10, 2021 Council work session. Seconded by Councilmember Engebretsen. Councilmembers Gamroth voted aye. Pollock recused herself. Motion to postpone failed. Council discussed the issuance of the license briefly. Councilmembers Cathey and Engebretsen voted nay. Councilmember Pollock recused herself. Motion to issue the license passed.

Moved by Councilmember Johnson, seconded by Councilmember Engebretsen, to, by minute action, authorize the issuance of Bar and Grill Liquor License No. 14 to Wyoming Downs OTB 12 LLC, dba Wyoming Downs 12. Councilmember Pollock recused herself. All Councilmembers voted nay. Motion to issue the license failed. Councilmember Pollock rejoined the meeting.

11.A ORDINANCE— THIRD READING

Following ordinance read:

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 3rd day of August, 2021.

Councilmember Johnson presented the foregoing ordinance for approval, on third reading. Seconded by Councilmember Pollock.

No citizens spoke on the ordinance. Councilmember Engebretsen and Mayor Freel abstained. Motion passed.

11.B ORDINANCE—THIRD 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.

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

WHEREAS, the governing body of the City of Casper 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 devise 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 3rd and final reading the 3rd day of August, 2021.

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

Speaking in favor of the ordinance was Michael Covato, Territory Manager for Bird Rides, Inc. Mr. Covato addressed questions presented by Vice Mayor Pacheco, and Councilmembers Cathey and Gamroth.

Councilmember Gamroth, Vice Mayor Pacheco and Mayor Freel spoke on the matter. Motion passed.

12.A ORDINANCE— SECOND READING

Following ordinances 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 2021 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.

Councilmember Pollock presented the foregoing ordinances for approval, on second reading. Seconded by Councilmember Engebretsen.

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

12.B ORDINANCE— SECOND READING

Councilmember Pollock herself from the discussion and left the room.

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

No citizens spoke on the ordinance. Moved by Vice Mayor Pacheco to adopt proposed amendment 1, which was on pages 298-299 in the August 3, 2021 Council meeting packet which dealt with inconsistencies in Section 5.08.150 Liquor License Holder Restrictions. Seconded by Councilmember Johnson. Councilmember Pollock recused herself. Motion to amend passed. Council then voted on the ordinance, as amended. Councilmember Pollock recused herself. Motion passed.

Councilmember Pollock rejoined the meeting.

13. CONSENT RESOLUTIONS

The following resolutions were considered, by consent agenda:

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.

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.

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.

RESOLUTION NO. 21-110

A RESOLUTION ACCEPTING A GRANT FROM THE WYOMING OFFICE OF HOMELAND SECURITY.

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.

Councilmember Johnson presented the foregoing five (5) resolutions for adoption. Seconded by Councilmember Cathey. Motion passed.

14. MINUTE ACTION– CONSENT

Moved by Councilmember Cathey, seconded by Councilmember Pollock, to, by consent 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. Motion passed.

15. INTRODUCTION OF MEASURES AND PROPOSALS

Councilmembers spoke about events they attended

16. 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, August 10, 2021, in the Council Meeting Room; and, a regular Council meeting to be held at 6:00 p.m., Tuesday, August 17, 2021, in the Council Chambers.

At 7:17 p.m., it was moved Councilmember Pollock, seconded by Vice Mayor Pacheco, to adjourn into executive session to discuss an on-going investigation, land acquisition, and litigation. Motion passed. Council moved into the Council meeting room.

At 8:32 p.m., it was moved by Councilmember Cathey, seconded by Vice Mayor Pacheco, to adjourn the executive session. Motion passed. Council opened the meeting to the public.

17. ADJOURNMENT

At 8:32 p.m., it was moved by Councilmember Cathey, seconded by Councilmember Johnson, to adjourn the regular Council meeting. Motion passed.

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Steven K. Freel
Mayor

City of Casper - Bills and Claims for August 17, 2021

1503 JCS DAYTONA BEA

1503 JCS DAYTONA BEA	Police Career Services	EATING PLACES, RESTAURANTS	\$93.86
<i>1503 JCS DAYTONA BEA - Total For Police Career Services</i>			<i>\$93.86</i>
1503 JCS DAYTONA BEA - ALL DEPARTMENTS			\$93.86

307 COLLISION

307 COLLISION	Fleet Maintenance Fund	Vehicle repair	\$1,484.80
<i>307 COLLISION - Total For Fleet Maintenance Fund</i>			<i>\$1,484.80</i>
307 COLLISION - ALL DEPARTMENTS			\$1,484.80

71 CONSTRUCTION, INC

71 CONSTRUCTION, INC	Capital Projects Fund	Midwest Elm to Walnut Construc	227,772.89
71 CONSTRUCTION, INC	Capital Projects Fund	Cobble for planting beds at 1st and Center Parki	\$212.08
71 CONSTRUCTION, INC	Capital Projects Fund	Cobble for planting beds at 1st and Center Parki	\$141.90
71 CONSTRUCTION, INC	Capital Projects Fund	Cobble for planting beds at 1st and Center Parki	\$99.44
71 CONSTRUCTION, INC	Capital Projects Fund	Cobble for planting beds at 1st and Center Parki	\$384.56
<i>71 CONSTRUCTION, INC - Total For Capital Projects Fund</i>			<i>\$228,610.87</i>
71 CONSTRUCTION, INC	Streets	Hot mix asphalt	\$16,179.10
71 CONSTRUCTION, INC	Streets	Hot mix asphalt	\$461.10
71 CONSTRUCTION, INC	Streets	Hot mix asphalt	\$5,302.94
71 CONSTRUCTION, INC	Streets	Hot mix asphalt	\$330.60
<i>71 CONSTRUCTION, INC - Total For Streets</i>			<i>\$22,273.74</i>
71 CONSTRUCTION, INC - ALL DEPARTMENTS			\$250,884.61

A.M.B.I. & SHIPPING,

A.M.B.I. & SHIPPING,	Balefill - Disposal & Landfill	Postage / mailing service	\$45.52
<i>A.M.B.I. & SHIPPING, - Total For Balefill - Disposal & Landfill</i>			<i>\$45.52</i>
A.M.B.I. & SHIPPING,	City Attorney	Postage/ mailing service	\$21.29
<i>A.M.B.I. & SHIPPING, - Total For City Attorney</i>			<i>\$21.29</i>
A.M.B.I. & SHIPPING,	City Council	Postage / mailing service	\$2.90
<i>A.M.B.I. & SHIPPING, - Total For City Council</i>			<i>\$2.90</i>

A.M.B.I. & SHIPPING,	Code Enforcement	Stamps	\$535.87
<i>A.M.B.I. & SHIPPING, - Total For Code Enforcement</i>			\$535.87
A.M.B.I. & SHIPPING,	Customer Service	Postage / mailing service	\$1,223.16
<i>A.M.B.I. & SHIPPING, - Total For Customer Service</i>			\$1,223.16
A.M.B.I. & SHIPPING,	Fire-EMS Administration	Postage / mailing service	\$2.50
<i>A.M.B.I. & SHIPPING, - Total For Fire-EMS Administration</i>			\$2.50
A.M.B.I. & SHIPPING,	Human Resources	Postage / mailing service	\$107.23
<i>A.M.B.I. & SHIPPING, - Total For Human Resources</i>			\$107.23
A.M.B.I. & SHIPPING,	Metropolitan Planning Org	Stamps	\$9.35
<i>A.M.B.I. & SHIPPING, - Total For Metropolitan Planning Org</i>			\$9.35
A.M.B.I. & SHIPPING,	Planning	Stamps	\$314.78
<i>A.M.B.I. & SHIPPING, - Total For Planning</i>			\$314.78
A.M.B.I. & SHIPPING,	Public Transit - CARES Act	Printing supplies	\$354.39
<i>A.M.B.I. & SHIPPING, - Total For Public Transit - CARES Act</i>			\$354.39
A.M.B.I. & SHIPPING,	Rec Center - Admin	Postage/ mailing service	\$6.17
<i>A.M.B.I. & SHIPPING, - Total For Rec Center - Admin</i>			\$6.17
A.M.B.I. & SHIPPING,	Refuse - Residential	Postage / mailing service	\$1.01
<i>A.M.B.I. & SHIPPING, - Total For Refuse - Residential</i>			\$1.01
A.M.B.I. & SHIPPING,	Risk Management	Postage / mailing service	\$2.44
<i>A.M.B.I. & SHIPPING, - Total For Risk Management</i>			\$2.44
A.M.B.I. & SHIPPING, - ALL DEPARTMENTS			\$2,626.61

AAA LANDSCAPING

AAA LANDSCAPING	Code Enforcement	Mowing & trimming service	\$196.63
<i>AAA LANDSCAPING - Total For Code Enforcement</i>			\$196.63
AAA LANDSCAPING - ALL DEPARTMENTS			\$196.63

ACCENT PACKAGING INC

ACCENT PACKAGING INC	Balefill - Baler Processing	Baler Bags	\$6,920.00
<i>ACCENT PACKAGING INC - Total For Balefill - Baler Processing</i>			\$6,920.00
ACCENT PACKAGING INC - ALL DEPARTMENTS			\$6,920.00

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

ADVANCE TIRE,

ADVANCE TIRE,	Balefill - Baler Processing	FREIGHT CHARGES FOR CUTTING EDGES BALER	\$1,050.00
ADVANCE TIRE,	Balefill - Baler Processing	RUBBER CUTTING EDGES FOR BALER PIT LOADE	\$1,764.00
<i>ADVANCE TIRE, - Total For Balefill - Baler Processing</i>			<i>\$2,814.00</i>
ADVANCE TIRE, - ALL DEPARTMENTS			\$2,814.00

AIR INNOVATIONS

AIR INNOVATIONS	Balefill - Baler Processing	Air filter replacement	\$247.00
<i>AIR INNOVATIONS - Total For Balefill - Baler Processing</i>			<i>\$247.00</i>
AIR INNOVATIONS	Ice Arena - Operations	Air Innovations - Ice Machine Issues	\$170.00
<i>AIR INNOVATIONS - Total For Ice Arena - Operations</i>			<i>\$170.00</i>
AIR INNOVATIONS - ALL DEPARTMENTS			\$417.00

AIRGAS USA LLC

AIRGAS USA LLC	Balefill - Baler Processing	Oxygen	\$42.32
AIRGAS USA LLC	Balefill - Baler Processing	Gloves, masks & etc	\$197.62
AIRGAS USA LLC	Balefill - Baler Processing	Carbon Dioxide	\$80.99
AIRGAS USA LLC	Balefill - Baler Processing	Baler bldg operating supplies	\$10.08
<i>AIRGAS USA LLC - Total For Balefill - Baler Processing</i>			<i>\$331.01</i>
AIRGAS USA LLC	Balefill - Disposal & Landfill	Safety supplies	\$526.30
AIRGAS USA LLC	Balefill - Disposal & Landfill	Gloves	\$609.60
<i>AIRGAS USA LLC - Total For Balefill - Disposal & Landfill</i>			<i>\$1,135.90</i>
AIRGAS USA LLC	Balefill - Diversion & Special	Latex gloves / hydration supplements	\$701.26
<i>AIRGAS USA LLC - Total For Balefill - Diversion & Special</i>			<i>\$701.26</i>
AIRGAS USA LLC - ALL DEPARTMENTS			\$2,168.17

ALBERTSONS #0062

ALBERTSONS #0062	Balefill - Disposal & Landfill	LDF OP SUPPLIES	\$9.48
<i>ALBERTSONS #0062 - Total For Balefill - Disposal & Landfill</i>			<i>\$9.48</i>

ALBERTSONS #0062	Golf - Operations	GROCERY STORES, SUPERMARKETS	\$7.98
<i>ALBERTSONS #0062 - Total For Golf - Operations</i>			<i>\$7.98</i>
ALBERTSONS #0062	Ice Arena - Concessions	CONCESSIONS	\$7.96
<i>ALBERTSONS #0062 - Total For Ice Arena - Concessions</i>			<i>\$7.96</i>
ALBERTSONS #0062	Rec Center - Classes	program supplies	\$15.16
<i>ALBERTSONS #0062 - Total For Rec Center - Classes</i>			<i>\$15.16</i>
ALBERTSONS #0062	Water Administration	Supplies for CPU Advisory Board Meeting	\$8.24
<i>ALBERTSONS #0062 - Total For Water Administration</i>			<i>\$8.24</i>
ALBERTSONS #0062 - ALL DEPARTMENTS			\$48.82

ALL IN ONE MECHANICS

ALL IN ONE MECHANICS	Balefill - Disposal & Landfill	SERVICE MANLIFT AND SWAP CIRCUIT BREAKER	\$275.18
<i>ALL IN ONE MECHANICS - Total For Balefill - Disposal & Landfill</i>			<i>\$275.18</i>
ALL IN ONE MECHANICS - ALL DEPARTMENTS			\$275.18

ALL TRAFFIC DATA SER

ALL TRAFFIC DATA SER	Metropolitan Planning Org	Casper Annual PJ-18-04	\$29,900.00
<i>ALL TRAFFIC DATA SER - Total For Metropolitan Planning Org</i>			<i>\$29,900.00</i>
ALL TRAFFIC DATA SER - ALL DEPARTMENTS			\$29,900.00

ALL-OUT-FIRE EXT

ALL-OUT-FIRE EXT	Refuse - Residential	Fire extinguishers	\$765.00
<i>ALL-OUT-FIRE EXT - Total For Refuse - Residential</i>			<i>\$765.00</i>
ALL-OUT-FIRE EXT - ALL DEPARTMENTS			\$765.00

ALSCO

ALSCO	Balefill - Disposal & Landfill	Professional Laundry Services	\$114.60
ALSCO	Balefill - Disposal & Landfill	Professional Laundry Services	\$55.98
ALSCO	Balefill - Disposal & Landfill	Professional Laundry Services	\$55.98
ALSCO	Balefill - Disposal & Landfill	Professional Laundry Services	\$121.62
<i>ALSCO - Total For Balefill - Disposal & Landfill</i>			<i>\$348.18</i>
ALSCO	Fleet Maintenance Fund	Laundry service	\$129.79
<i>ALSCO - Total For Fleet Maintenance Fund</i>			<i>\$129.79</i>

ALSCO	Refuse - Residential	Professional Laundry Services	\$91.20
ALSCO	Refuse - Residential	Professional Laundry Services	\$91.20
<i>ALSCO - Total For Refuse - Residential</i>			<i>\$182.40</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	\$74.32
ALSCO	Sewer Wastewater Collection	Professional Laundry Services	\$51.32
<i>ALSCO - Total For Sewer Wastewater Collection</i>			<i>\$125.64</i>
ALSCO	Streets	Professional Laundry Services	\$133.40
ALSCO	Streets	Professional Laundry Services	\$133.40
ALSCO	Streets	Professional Laundry Services	\$133.40
ALSCO	Streets	Professional Laundry Services	\$133.40
ALSCO	Streets	Professional Laundry Services	\$133.40
ALSCO	Streets	Professional Laundry Services	\$133.40
<i>ALSCO - Total For Streets</i>			<i>\$800.40</i>
ALSCO	WWTP Operations	Professional Laundry Services	\$151.46
ALSCO	WWTP Operations	Professional Laundry Services	\$151.46
ALSCO	WWTP Operations	Professional Laundry Services	\$142.76
<i>ALSCO - Total For WWTP Operations</i>			<i>\$445.68</i>
ALSCO - ALL DEPARTMENTS			\$2,093.64

ALSCO INC.

ALSCO INC.	Fleet Maintenance Fund	LAUNDRY SVC FEB 2021	\$609.26
<i>ALSCO INC. - Total For Fleet Maintenance Fund</i>			<i>\$609.26</i>
ALSCO INC. - ALL DEPARTMENTS			\$609.26

Amazon Prime

Amazon Prime	Fleet Maintenance Fund	CONTINUITY/SUBSCRIPTION MERCHANTS	\$119.00
<i>Amazon Prime - Total For Fleet Maintenance Fund</i>			<i>\$119.00</i>
Amazon Prime - ALL DEPARTMENTS			\$119.00

AMAZON.COM 2E0D881K1

AMAZON.COM 2E0D881K1	Police Administration	BOOK STORES	\$52.62
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<i>AMAZON.COM 2E0D881K1 - Total For Police Administration</i>		\$52.62
AMAZON.COM 2E0D881K1 - ALL DEPARTMENTS		\$52.62

AMAZON.COM 2P6TH6CG0

AMAZON.COM 2P6TH6CG0	Aquatics - Operations	Hand Pump for DMQ Tank	\$28.99
<i>AMAZON.COM 2P6TH6CG0 - Total For Aquatics - Operations</i>			<i>\$28.99</i>
AMAZON.COM 2P6TH6CG0 - ALL DEPARTMENTS			\$28.99

AMERICAN POLYGRAPH A

AMERICAN POLYGRAPH A	Police Career Services	MEMBERSHIP ORGANIZATIONS NOT ELSEWHER	\$400.00
<i>AMERICAN POLYGRAPH A - Total For Police Career Services</i>			<i>\$400.00</i>
AMERICAN POLYGRAPH A - ALL DEPARTMENTS			\$400.00

AMERICAN SOCIETY OF

AMERICAN SOCIETY OF	Risk Management	Society of Safety Professionals annual members	\$205.00
<i>AMERICAN SOCIETY OF - Total For Risk Management</i>			<i>\$205.00</i>
AMERICAN SOCIETY OF - ALL DEPARTMENTS			\$205.00

AMERIGAS - CASPER

AMERIGAS - CASPER	Balefill - Baler Processing	Propane tank refills	\$318.63
<i>AMERIGAS - CASPER - Total For Balefill - Baler Processing</i>			<i>\$318.63</i>
AMERIGAS - CASPER	WWTP Operations	Propane for temp generators	\$2,990.77
<i>AMERIGAS - CASPER - Total For WWTP Operations</i>			<i>\$2,990.77</i>
AMERIGAS - CASPER - ALL DEPARTMENTS			\$3,309.40

AMERI-TECH EQUIPMENT

AMERI-TECH EQUIPMENT	Fleet Maintenance Fund	Camera installation	\$548.84
<i>AMERI-TECH EQUIPMENT - Total For Fleet Maintenance Fund</i>			<i>\$548.84</i>
AMERI-TECH EQUIPMENT - ALL DEPARTMENTS			\$548.84

AMZN Mktp US

AMZN Mktp US	Aquatics - Operations	Recitation Masks	\$223.75
AMZN Mktp US	Aquatics - Operations	Pool Test Reagent	\$179.95
<i>AMZN Mktp US - Total For Aquatics - Operations</i>			<i>\$403.70</i>
AMZN Mktp US	Customer Service	CUST SERV CORD CLIPS	\$7.13
<i>AMZN Mktp US - Total For Customer Service</i>			<i>\$7.13</i>
AMZN Mktp US	Finance	BOOK STORES	\$19.73
AMZN Mktp US	Finance	BOOK STORES	\$133.53
<i>AMZN Mktp US - Total For Finance</i>			<i>\$153.26</i>
AMZN Mktp US	Fire-EMS Training	Book - Effective Supervisory Practices	\$101.74
<i>AMZN Mktp US - Total For Fire-EMS Training</i>			<i>\$101.74</i>
AMZN Mktp US	Rec Center - Operations	Office Tables	\$79.98
AMZN Mktp US	Rec Center - Operations	Office Supplies -Deco	\$89.59
<i>AMZN Mktp US - Total For Rec Center - Operations</i>			<i>\$169.57</i>
AMZN Mktp US	Water Distribution	POWER INVERTER LIGHTER PLUGS	\$26.97
<i>AMZN Mktp US - Total For Water Distribution</i>			<i>\$26.97</i>
AMZN Mktp US	Weed & Pest Fund	2- 12V jump starter box	\$486.92
<i>AMZN Mktp US - Total For Weed & Pest Fund</i>			<i>\$486.92</i>
AMZN Mktp US - ALL DEPARTMENTS			\$1,349.29

ANIXTER INC - UPS

ANIXTER INC - UPS	Parks - Parks Maint.	Outlets for 2nd Street	\$85.56
<i>ANIXTER INC - UPS - Total For Parks - Parks Maint.</i>			<i>\$85.56</i>
ANIXTER INC - UPS - ALL DEPARTMENTS			\$85.56

APCO INTERNATIONAL I

APCO INTERNATIONAL I	Public Safety Communication	BUSINESS SERVICES NOT ELSEWHERE CLASSIFI	\$75.00
<i>APCO INTERNATIONAL I - Total For Public Safety Communications</i>			<i>\$75.00</i>
APCO INTERNATIONAL I - ALL DEPARTMENTS			\$75.00

APPLE COMPUTER, INC.

APPLE COMPUTER, INC.	Fire-EMS Administration	iCloud Storage	\$0.99
APPLE COMPUTER, INC.	Fire-EMS Administration	RECORD SHOPS	\$10.49
<i>APPLE COMPUTER, INC. - Total For Fire-EMS Administration</i>			<i>\$11.48</i>

APPLE COMPUTER, INC.	Police Administration	DIGITAL GOODS - MEDIA,BOOKS,MOVIES,MUSIC	\$20.99
<i>APPLE COMPUTER, INC. - Total For Police Administration</i>			\$20.99
APPLE COMPUTER, INC. - ALL DEPARTMENTS			\$32.47

ARS FLOOD & FIRE CLE

ARS FLOOD & FIRE CLE	Risk Management	Mitigation & dryout	\$7,691.20
<i>ARS FLOOD & FIRE CLE - Total For Risk Management</i>			\$7,691.20
ARS FLOOD & FIRE CLE - ALL DEPARTMENTS			\$7,691.20

ATLANTIC ELECTRIC, I

ATLANTIC ELECTRIC, I	Risk Management	Electrical work on ice slicer door	\$1,040.00
<i>ATLANTIC ELECTRIC, I - Total For Risk Management</i>			\$1,040.00
ATLANTIC ELECTRIC, I - ALL DEPARTMENTS			\$1,040.00

ATLAS OFFICE PRODUCT

ATLAS OFFICE PRODUCT	Balefill - Baler Processing	Office supplies	\$376.37
ATLAS OFFICE PRODUCT	Balefill - Baler Processing	Office supplies	\$215.00
ATLAS OFFICE PRODUCT	Balefill - Baler Processing	Baler bldg breakroom	\$600.90
<i>ATLAS OFFICE PRODUCT - Total For Balefill - Baler Processing</i>			\$1,192.27
ATLAS OFFICE PRODUCT	Balefill - Disposal & Landfill	Office supplies	\$466.52
ATLAS OFFICE PRODUCT	Balefill - Disposal & Landfill	Office supplies	\$145.18
<i>ATLAS OFFICE PRODUCT - Total For Balefill - Disposal & Landfill</i>			\$611.70
ATLAS OFFICE PRODUCT	Balefill - Diversion & Special	Office supplies	\$192.64
ATLAS OFFICE PRODUCT	Balefill - Diversion & Special	Office supplies	\$215.98
<i>ATLAS OFFICE PRODUCT - Total For Balefill - Diversion & Special</i>			\$408.62
ATLAS OFFICE PRODUCT	Customer Service	TONER	\$147.92
ATLAS OFFICE PRODUCT	Customer Service	CUST SERV COMMAND CORD HOLDER	\$21.55
ATLAS OFFICE PRODUCT	Customer Service	GENERAL SUPPLIES - RECEIPT PRINTER PAPER R	\$76.99
<i>ATLAS OFFICE PRODUCT - Total For Customer Service</i>			\$246.46
ATLAS OFFICE PRODUCT	Engineering	COMMERCIAL EQUIPMENT, NOT ELSEWHERE CL	\$463.79
<i>ATLAS OFFICE PRODUCT - Total For Engineering</i>			\$463.79
ATLAS OFFICE PRODUCT	Finance	COMMERCIAL EQUIPMENT, NOT ELSEWHERE CL	\$66.22
<i>ATLAS OFFICE PRODUCT - Total For Finance</i>			\$66.22

ATLAS OFFICE PRODUCT	Fleet Maintenance Fund	5 BINDERS, 2 RED PENS	\$58.92
ATLAS OFFICE PRODUCT	Fleet Maintenance Fund	3) NOTEBOOKS IBS, CARDSTOCK PAPER	\$40.16
<i>ATLAS OFFICE PRODUCT - Total For Fleet Maintenance Fund</i>			<i>\$99.08</i>
ATLAS OFFICE PRODUCT	Ft. Caspar Museum	first aid and cleaning items	\$36.61
<i>ATLAS OFFICE PRODUCT - Total For Ft. Caspar Museum</i>			<i>\$36.61</i>
ATLAS OFFICE PRODUCT	Human Resources	1pk name badges, 1bx ea. of expandable letter	\$53.06
<i>ATLAS OFFICE PRODUCT - Total For Human Resources</i>			<i>\$53.06</i>
ATLAS OFFICE PRODUCT	Metropolitan Planning Org	Office supplies	\$15.01
<i>ATLAS OFFICE PRODUCT - Total For Metropolitan Planning Org</i>			<i>\$15.01</i>
ATLAS OFFICE PRODUCT	Rec Center - Admin	CHRISSY DOCUMENT SORTER	\$36.63
<i>ATLAS OFFICE PRODUCT - Total For Rec Center - Admin</i>			<i>\$36.63</i>
ATLAS OFFICE PRODUCT	Regional Water Operations	Office Supply	\$1.17
<i>ATLAS OFFICE PRODUCT - Total For Regional Water Operations</i>			<i>\$1.17</i>
ATLAS OFFICE PRODUCT	River Volunteer Events	COMMERCIAL EQUIPMENT, NOT ELSEWHERE CL	\$20.88
<i>ATLAS OFFICE PRODUCT - Total For River Volunteer Events</i>			<i>\$20.88</i>
ATLAS OFFICE PRODUCT	Sewer Administration	COMMERCIAL EQUIPMENT, NOT ELSEWHERE CL	\$15.66
<i>ATLAS OFFICE PRODUCT - Total For Sewer Administration</i>			<i>\$15.66</i>
ATLAS OFFICE PRODUCT	Water Administration	COMMERCIAL EQUIPMENT, NOT ELSEWHERE CL	\$15.65
<i>ATLAS OFFICE PRODUCT - Total For Water Administration</i>			<i>\$15.65</i>
ATLAS OFFICE PRODUCT	Water Distribution	CALC. TAPE	\$4.12
<i>ATLAS OFFICE PRODUCT - Total For Water Distribution</i>			<i>\$4.12</i>
ATLAS OFFICE PRODUCT - ALL DEPARTMENTS			\$3,286.93

ATLAS REPRODUCTION

ATLAS REPRODUCTION	Planning	Color copies & laminate	\$84.00
<i>ATLAS REPRODUCTION - Total For Planning</i>			<i>\$84.00</i>
ATLAS REPRODUCTION - ALL DEPARTMENTS			\$84.00

ATLAS REPRODUCTION I

ATLAS REPRODUCTION I	Parks - Parks Maint.	old maps digital	\$52.00
ATLAS REPRODUCTION I	Parks - Parks Maint.	old maps digital	\$89.00
<i>ATLAS REPRODUCTION I - Total For Parks - Parks Maint.</i>			<i>\$141.00</i>
ATLAS REPRODUCTION I - ALL DEPARTMENTS			\$141.00

B & B SALES & SERVIC

B & B SALES & SERVIC	Police Investigations	Stamp & ink	\$30.95
<i>B & B SALES & SERVIC - Total For Police Investigations</i>			\$30.95
B & B SALES & SERVIC - ALL DEPARTMENTS			\$30.95

BAILEY'S ACE HARDWAR

BAILEY'S ACE HARDWAR	Balefill - Baler Processing	Baler bldg operating supplies	\$28.62
<i>BAILEY'S ACE HARDWAR - Total For Balefill - Baler Processing</i>			\$28.62
BAILEY'S ACE HARDWAR - ALL DEPARTMENTS			\$28.62

BAILEYS ACE HDWE

BAILEYS ACE HDWE	Aquatics - Pool	Replacement Parts for Marion Kreiner Splash Pa	\$13.87
<i>BAILEYS ACE HDWE - Total For Aquatics - Pool</i>			\$13.87
BAILEYS ACE HDWE	Golf - Operations	Primer for golf shop	\$14.97
<i>BAILEYS ACE HDWE - Total For Golf - Operations</i>			\$14.97
BAILEYS ACE HDWE	Ice Arena - Operations	CUSTODIAL SUPPLIES	\$33.16
BAILEYS ACE HDWE	Ice Arena - Operations	CHAIN FOR GATE	\$7.18
<i>BAILEYS ACE HDWE - Total For Ice Arena - Operations</i>			\$40.34
BAILEYS ACE HDWE	Parks - Parks Maint.	Dry wall anchors - water fountain	\$6.11
BAILEYS ACE HDWE	Parks - Parks Maint.	Yellow spray paint	\$15.96
BAILEYS ACE HDWE	Parks - Parks Maint.	HARDWARE STORES	\$187.92
<i>BAILEYS ACE HDWE - Total For Parks - Parks Maint.</i>			\$209.99
BAILEYS ACE HDWE	Parks - Special Areas	HARDWARE STORES PRUNERS SPEC AREAS CRE	\$43.98
<i>BAILEYS ACE HDWE - Total For Parks - Special Areas</i>			\$43.98
BAILEYS ACE HDWE	Sewer Wastewater Collection	safety supplies	\$5.98
<i>BAILEYS ACE HDWE - Total For Sewer Wastewater Collection</i>			\$5.98
BAILEYS ACE HDWE	Water Meters	Thread seal TPE, Ball valve CMP, Ball valve FP	\$29.47
BAILEYS ACE HDWE	Water Meters	Ball valve CMP return	(\$13.99)
<i>BAILEYS ACE HDWE - Total For Water Meters</i>			\$15.48
BAILEYS ACE HDWE	WWTP Operations	Wiper fluid	\$10.76
BAILEYS ACE HDWE	WWTP Operations	Shop vac	\$99.99
BAILEYS ACE HDWE	WWTP Operations	Mop heads	\$19.18
BAILEYS ACE HDWE	WWTP Operations	Ops supplies	\$32.35

<i>BAILEYS ACE HDWE - Total For WWTP Operations</i>			\$162.28
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BAILEYS ACE HDWE - ALL DEPARTMENTS			\$506.89
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BARGREEN ELLINGSON

BARGREEN ELLINGSON	Refuse - Residential	Parts for bathroom sink	\$37.99
BARGREEN ELLINGSON	Refuse - Residential	Bathroom sink	\$422.00
BARGREEN ELLINGSON	Refuse - Residential	Parts for bathroom sink	\$143.93

<i>BARGREEN ELLINGSON - Total For Refuse - Residential</i>			\$603.92
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BARGREEN ELLINGSON - ALL DEPARTMENTS			\$603.92
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BARGREEN WYOMING

BARGREEN WYOMING	Metro Animal Shelter	COMMERCIAL EQUIPMENT, NOT ELSEWHERE CL	\$123.06
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<i>BARGREEN WYOMING - Total For Metro Animal Shelter</i>			\$123.06
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BARGREEN WYOMING - ALL DEPARTMENTS			\$123.06
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BEACON ATHLETICS

BEACON ATHLETICS	Parks - Athletic Maint.	SPORTING GOODS STORES	\$1,491.93
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<i>BEACON ATHLETICS - Total For Parks - Athletic Maint.</i>			\$1,491.93
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BEACON ATHLETICS - ALL DEPARTMENTS			\$1,491.93
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BEST BUY

BEST BUY	Fire-EMS Training	Sales Tax Refund	(\$20.00)
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BEST BUY	Fire-EMS Training	Wireless headphones to test radio bluetooth	\$419.94
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<i>BEST BUY - Total For Fire-EMS Training</i>			\$399.94
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BEST BUY - ALL DEPARTMENTS			\$399.94
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BESTBUYCOM8064784266

BESTBUYCOM8064784266	Buildings & Structures Fund	Netgear Wireless Router for Miller House	\$139.99
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<i>BESTBUYCOM8064784266 - Total For Buildings & Structures Fund</i>			\$139.99
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BESTBUYCOM8064784266 - ALL DEPARTMENTS			\$139.99
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BETH'S BURGER BAR

BETH'S BURGER BAR	Police Career Services	EATING PLACES, RESTAURANTS	\$13.47
BETH'S BURGER BAR	Police Career Services	EATING PLACES, RESTAURANTS	\$14.85
BETH'S BURGER BAR	Police Career Services	EATING PLACES, RESTAURANTS	\$79.55

BETH'S BURGER BAR - Total For Police Career Services \$107.87

BETH'S BURGER BAR - ALL DEPARTMENTS \$107.87

BIG HORN TIRE

BIG HORN TIRE	Balefill - Disposal & Landfill	OTR tire repair/replacement	\$750.00
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BIG HORN TIRE - Total For Balefill - Disposal & Landfill \$750.00

BIG HORN TIRE - ALL DEPARTMENTS \$750.00

BLACK HILLS ENERGY

BLACK HILLS ENERGY	Rec Center - Operations	Acct #4400 2150 46	\$86.75
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BLACK HILLS ENERGY - Total For Rec Center - Operations \$86.75

BLACK HILLS ENERGY	Regional Water Operations	Acct #7513 1659 94	\$389.90
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BLACK HILLS ENERGY - Total For Regional Water Operations \$389.90

BLACK HILLS ENERGY	WWTP Operations	Acct #5541 2887 44	\$860.04
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BLACK HILLS ENERGY - Total For WWTP Operations \$860.04

BLACK HILLS ENERGY - ALL DEPARTMENTS \$1,336.69

BLOEDORN LUMBER

BLOEDORN LUMBER	Balefill - Disposal & Landfill	Glue	\$66.13
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BLOEDORN LUMBER - Total For Balefill - Disposal & Landfill \$66.13

BLOEDORN LUMBER - ALL DEPARTMENTS \$66.13

BLOEDORN LUMBER CO

BLOEDORN LUMBER CO	Parks - Parks Maint.	Shelter repair Mike Sedar	\$38.56
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BLOEDORN LUMBER CO	Parks - Parks Maint.	Dallason repairs	\$3.14
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BLOEDORN LUMBER CO	Parks - Parks Maint.	Staking materials for forms for disc golf	\$31.81
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BLOEDORN LUMBER CO	Parks - Parks Maint.	Screws for concrete forms	\$28.32
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BLOEDORN LUMBER CO	Parks - Parks Maint.	Dallason Repairs	\$86.32
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BLOEDORN LUMBER CO	Parks - Parks Maint.	forms for concrete at Morad and 1st & center	\$83.46
BLOEDORN LUMBER CO	Parks - Parks Maint.	Drill bit	\$22.49
<i>BLOEDORN LUMBER CO - Total For Parks - Parks Maint.</i>			<i>\$294.10</i>
BLOEDORN LUMBER CO	Streets	Two 2"x8"x10 Foot Boards for Man Hole	\$63.72
<i>BLOEDORN LUMBER CO - Total For Streets</i>			<i>\$63.72</i>
BLOEDORN LUMBER CO	Traffic Control	Rebar for 1st & center parking blocks	\$104.50
<i>BLOEDORN LUMBER CO - Total For Traffic Control</i>			<i>\$104.50</i>
BLOEDORN LUMBER CO - ALL DEPARTMENTS			\$462.32

BRAKE SUPPLY COMPANY

BRAKE SUPPLY COMPANY	Balefill - Baler Processing	Door Cylinder for South Baler	\$3,126.75
<i>BRAKE SUPPLY COMPANY - Total For Balefill - Baler Processing</i>			<i>\$3,126.75</i>
BRAKE SUPPLY COMPANY - ALL DEPARTMENTS			\$3,126.75

BRENNTAG PACIFIC, IN

BRENNTAG PACIFIC, IN	Regional Water Operations	Ferric Chloride	\$12,732.51
<i>BRENNTAG PACIFIC, IN - Total For Regional Water Operations</i>			<i>\$12,732.51</i>
BRENNTAG PACIFIC, IN - ALL DEPARTMENTS			\$12,732.51

BRIAN'S GO TO SERVIC

BRIAN'S GO TO SERVIC	Code Enforcement	Mowing service	\$110.49
BRIAN'S GO TO SERVIC	Code Enforcement	Mowing service	\$126.73
BRIAN'S GO TO SERVIC	Code Enforcement	Mowing service	\$114.20
<i>BRIAN'S GO TO SERVIC - Total For Code Enforcement</i>			<i>\$351.42</i>
BRIAN'S GO TO SERVIC - ALL DEPARTMENTS			\$351.42

BRIDGER STEEL INC

BRIDGER STEEL INC	Refuse - Commercial	SIDING FOR TRUCK BARN NEW OFFICE	\$1,302.54
BRIDGER STEEL INC	Refuse - Commercial	OFFICE SHEETING HARDWARE TRUCK BARN	\$725.32
<i>BRIDGER STEEL INC - Total For Refuse - Commercial</i>			<i>\$2,027.86</i>
BRIDGER STEEL INC	Refuse - Residential	OFFICE SHEETING HARDWARE TRUCK BARN	\$725.32
<i>BRIDGER STEEL INC - Total For Refuse - Residential</i>			<i>\$725.32</i>

BRIDGER STEEL INC - ALL DEPARTMENTS

\$2,753.18

BUDGET RENT A CAR

BUDGET RENT A CAR	Police Administration	BUDGET RENT-A-CAR	\$450.00
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BUDGET RENT A CAR	Police Administration	BUDGET RENT-A-CAR	\$42.56
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<i>BUDGET RENT A CAR - Total For Police Administration</i>			\$492.56
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BUDGET RENT A CAR	Police Career Services	BUDGET RENT-A-CAR	\$85.42
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BUDGET RENT A CAR	Police Career Services	BUDGET RENT-A-CAR	\$162.80
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<i>BUDGET RENT A CAR - Total For Police Career Services</i>			\$248.22
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BUDGET RENT A CAR - ALL DEPARTMENTS

\$740.78

BUDGET.COM PREPAY

BUDGET.COM PREPAY	Police Administration	BUDGET RENT-A-CAR	\$265.02
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<i>BUDGET.COM PREPAY - Total For Police Administration</i>			\$265.02
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BUDGET.COM PREPAY	Police Career Services	BUDGET RENT-A-CAR	\$418.27
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<i>BUDGET.COM PREPAY - Total For Police Career Services</i>			\$418.27
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BUDGET.COM PREPAY - ALL DEPARTMENTS

\$683.29

BUSH-WELLS SPORTING

BUSH-WELLS SPORTING	Parks - Parks Maint.	SPORTING GOODS STORES	\$252.00
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<i>BUSH-WELLS SPORTING - Total For Parks - Parks Maint.</i>			\$252.00
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BUSH-WELLS SPORTING - ALL DEPARTMENTS

\$252.00

C & C SUPPLY

C & C SUPPLY	Refuse - Commercial	Anchor bolts	\$24.14
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<i>C & C SUPPLY - Total For Refuse - Commercial</i>			\$24.14
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C & C SUPPLY	Refuse - Recycling	Bolts for loader	\$42.14
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<i>C & C SUPPLY - Total For Refuse - Recycling</i>			\$42.14
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C & C SUPPLY - ALL DEPARTMENTS

\$66.28

CAMLOCKDIRECT.COM

CAMLOCKDIRECT.COM	Fire-EMS Operations	VARIETY STORES	\$186.06
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CAMLOCKDIRECT.COM - Total For Fire-EMS Operations \$186.06

CAMLOCKDIRECT.COM - ALL DEPARTMENTS \$186.06

CANVA I03121-205503

CANVA I03121-205503 Regional Water Operations PHOTOGRAPHIC STUDIOS \$1.00

CANVA I03121-205503 - Total For Regional Water Operations \$1.00

CANVA I03121-205503 - ALL DEPARTMENTS \$1.00

CANVA I03121-210607

CANVA I03121-210607 Regional Water Operations PHOTOGRAPHIC STUDIOS \$1.00

CANVA I03121-210607 - Total For Regional Water Operations \$1.00

CANVA I03121-210607 - ALL DEPARTMENTS \$1.00

CANVA I03125-166383

CANVA I03125-166383 Regional Water Operations PHOTOGRAPHIC STUDIOS \$1.00

CANVA I03125-166383 - Total For Regional Water Operations \$1.00

CANVA I03125-166383 - ALL DEPARTMENTS \$1.00

CANVA I03138-286879

CANVA I03138-286879 Regional Water Operations PHOTOGRAPHIC STUDIOS \$1.00

CANVA I03138-286879 - Total For Regional Water Operations \$1.00

CANVA I03138-286879 - ALL DEPARTMENTS \$1.00

CANVA I03138-299247

CANVA I03138-299247 Regional Water Operations PHOTOGRAPHIC STUDIOS \$1.00

CANVA I03138-299247 - Total For Regional Water Operations \$1.00

CANVA I03138-299247 - ALL DEPARTMENTS \$1.00

CAPITAL BUSINESS SYS

CAPITAL BUSINESS SYS Fleet Maintenance Fund COPIER CONTRACT INV FEB 2021 \$52.00

CAPITAL BUSINESS SYS - Total For Fleet Maintenance Fund \$52.00

CAPITAL BUSINESS SYS - ALL DEPARTMENTS \$52.00

CASELLE, INC.

CASELLE, INC. Customer Service Contract support/maintenance 9/01/21-9/30/2 \$75.00

CASELLE, INC. - Total For Customer Service \$75.00

CASELLE, INC. - ALL DEPARTMENTS \$75.00

CASPER AREA CHAMBER

CASPER AREA CHAMBER City Council Gold level investment \$550.00

CASPER AREA CHAMBER - Total For City Council \$550.00

CASPER AREA CHAMBER - ALL DEPARTMENTS \$550.00

CASPER COLLEGE

CASPER COLLEGE Finance WAMCT Fall 2021 Conference \$395.00

CASPER COLLEGE - Total For Finance \$395.00

CASPER COLLEGE - ALL DEPARTMENTS \$395.00

CASPER DOWNTOWN DEVE

CASPER DOWNTOWN DEVE Parks - Parks Maint. Downtown planters \$2,000.00

CASPER DOWNTOWN DEVE - Total For Parks - Parks Maint. \$2,000.00

CASPER DOWNTOWN DEVE - ALL DEPARTMENTS \$2,000.00

CASPER HOUSING AUTHO

CASPER HOUSING AUTHO Capital Projects Fund 1% #16 Funding Casper Housing \$24,785.28

CASPER HOUSING AUTHO - Total For Capital Projects Fund \$24,785.28

CASPER HOUSING AUTHO - ALL DEPARTMENTS \$24,785.28

CASPER STAR TRIBUNE

CASPER STAR TRIBUNE Capital Projects Fund LEGAL AD \$146.32

CASPER STAR TRIBUNE - Total For Capital Projects Fund \$146.32

CASPER STAR TRIBUNE City Clerk NEWS DEALERS AND NEWSSTANDS \$859.20

CASPER STAR TRIBUNE	City Clerk	NEWS DEALERS AND NEWSSTANDS	\$108.50
CASPER STAR TRIBUNE	City Clerk	Bar & Grill Liquor Licenses 8/3 Hearing Publicati	\$108.50
<i>CASPER STAR TRIBUNE - Total For City Clerk</i>			<i>\$1,076.20</i>
CASPER STAR TRIBUNE	Fire-EMS Administration	LEGAL AD	\$140.56
<i>CASPER STAR TRIBUNE - Total For Fire-EMS Administration</i>			<i>\$140.56</i>
CASPER STAR TRIBUNE	Fleet Maintenance Fund	NEWS DEALERS AND NEWSSTANDS	\$152.08
CASPER STAR TRIBUNE	Fleet Maintenance Fund	NEWS DEALERS AND NEWSSTANDS	\$154.96
CASPER STAR TRIBUNE	Fleet Maintenance Fund	NEWS DEALERS AND NEWSSTANDS	\$145.24
<i>CASPER STAR TRIBUNE - Total For Fleet Maintenance Fund</i>			<i>\$452.28</i>
CASPER STAR TRIBUNE	Regional Water Operations	Advertising	\$49.86
<i>CASPER STAR TRIBUNE - Total For Regional Water Operations</i>			<i>\$49.86</i>
CASPER STAR TRIBUNE - ALL DEPARTMENTS			\$1,865.22

CASPER STAR-TRIBUNE,

CASPER STAR-TRIBUNE,	Balefill - Disposal & Landfill	Advertising for bid	\$609.12
<i>CASPER STAR-TRIBUNE, - Total For Balefill - Disposal & Landfill</i>			<i>\$609.12</i>
CASPER STAR-TRIBUNE,	Capital Projects Fund	Advertising - vehicle purchase	\$144.60
<i>CASPER STAR-TRIBUNE, - Total For Capital Projects Fund</i>			<i>\$144.60</i>
CASPER STAR-TRIBUNE,	Finance	Advertising - notice of hearing amending FY	\$57.56
<i>CASPER STAR-TRIBUNE, - Total For Finance</i>			<i>\$57.56</i>
CASPER STAR-TRIBUNE,	Planning	Advertising - Public Service Opportunity	\$277.32
CASPER STAR-TRIBUNE,	Planning	Advertising - Notice of Planning & Zoning	\$114.72
CASPER STAR-TRIBUNE,	Planning	Advertising - City Council Notice	\$93.12
CASPER STAR-TRIBUNE,	Planning	Advertising - City Council Notice	\$77.28
<i>CASPER STAR-TRIBUNE, - Total For Planning</i>			<i>\$562.44</i>
CASPER STAR-TRIBUNE, - ALL DEPARTMENTS			\$1,373.72

CASPER TIRE

CASPER TIRE	Fleet Maintenance Fund	Tires	\$358.00
CASPER TIRE	Fleet Maintenance Fund	Tires	\$350.00
CASPER TIRE	Fleet Maintenance Fund	Tires	\$350.00
CASPER TIRE	Fleet Maintenance Fund	Flat repair	\$37.00
CASPER TIRE	Fleet Maintenance Fund	Flat repair	\$15.00
<i>CASPER TIRE - Total For Fleet Maintenance Fund</i>			<i>\$1,110.00</i>

CASPER TIRE	Refuse - Commercial	Flat repair	\$45.00
CASPER TIRE	Refuse - Commercial	Flat repair	\$35.00
<i>CASPER TIRE - Total For Refuse - Commercial</i>			<i>\$80.00</i>
CASPER TIRE	Refuse - Residential	Flat repair	\$35.00
CASPER TIRE	Refuse - Residential	Flat repair	\$35.00
CASPER TIRE	Refuse - Residential	Flat repair	\$45.00
CASPER TIRE	Refuse - Residential	Flat repair	\$90.00
<i>CASPER TIRE - Total For Refuse - Residential</i>			<i>\$205.00</i>
CASPER TIRE - ALL DEPARTMENTS			\$1,395.00

CASPER WINNELSON

CASPER WINNELSON	Buildings & Structures Fund	Misc. parts	\$2,644.03
CASPER WINNELSON	Buildings & Structures Fund	Misc. parts	\$2,644.03
<i>CASPER WINNELSON - Total For Buildings & Structures Fund</i>			<i>\$5,288.06</i>
CASPER WINNELSON - ALL DEPARTMENTS			\$5,288.06

CASPER WINNELSON CO

CASPER WINNELSON CO	Buildings & Structures Fund	Plumbing repair supplies for Ice Arena	\$247.71
CASPER WINNELSON CO	Buildings & Structures Fund	Pool repair supplies for Aquatics Center	\$168.49
CASPER WINNELSON CO	Buildings & Structures Fund	Plumbing repair parts for Fire Station 6	\$82.82
CASPER WINNELSON CO	Buildings & Structures Fund	Splash Pad repair parts for Mike Sedar Pool	\$1,701.78
CASPER WINNELSON CO	Buildings & Structures Fund	Plumbing repair supplies for City Hall	\$22.22
<i>CASPER WINNELSON CO - Total For Buildings & Structures Fund</i>			<i>\$2,223.02</i>
CASPER WINNELSON CO	Capital Projects Fund	Repair supplies for Parking Garage Restrooms	\$382.35
<i>CASPER WINNELSON CO - Total For Capital Projects Fund</i>			<i>\$382.35</i>
CASPER WINNELSON CO	WWTP Operations	Valve	\$7.86
CASPER WINNELSON CO	WWTP Operations	PLUMBING Supplies	\$19.50
CASPER WINNELSON CO	WWTP Operations	Plumbing part	\$22.32
<i>CASPER WINNELSON CO - Total For WWTP Operations</i>			<i>\$49.68</i>
CASPER WINNELSON CO - ALL DEPARTMENTS			\$2,655.05

CASPER/NATRONA COUNT

CASPER/NATRONA COUNT	Police Administration	AUTOMOBILE PARKING LOTS AND GARAGES	\$25.00
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<i>CASPER/NATRONA COUNT - Total For Police Administration</i>			\$25.00
CASPER/NATRONA COUNT	Police Career Services	AUTOMOBILE PARKING LOTS AND GARAGES	\$40.00
<i>CASPER/NATRONA COUNT - Total For Police Career Services</i>			\$40.00
CASPER/NATRONA COUNT - ALL DEPARTMENTS			\$65.00

CENEX AGFINITY070606

CENEX AGFINITY070606	Sewer Wastewater Collection fuel for city vehicle to attend training in Greele		\$41.80
<i>CENEX AGFINITY070606 - Total For Sewer Wastewater Collection</i>			\$41.80
CENEX AGFINITY070606 - ALL DEPARTMENTS			\$41.80

CENTRAL TRUCK & DIES

CENTRAL TRUCK & DIES	Water Distribution	Misc. parts	\$714.00
<i>CENTRAL TRUCK & DIES - Total For Water Distribution</i>			\$714.00
CENTRAL TRUCK & DIES - ALL DEPARTMENTS			\$714.00

CENTRAL WY. REGIONAL

CENTRAL WY. REGIONAL	Water Administration	July 2021 Wholesale Water	196,812.71
<i>CENTRAL WY. REGIONAL - Total For Water Administration</i>			\$1,196,812.71
CENTRAL WY. REGIONAL	Water Revenue and Transfers	July 2021 System Investment Charges	\$28,038.00
<i>CENTRAL WY. REGIONAL - Total For Water Revenue and Transfers</i>			\$28,038.00
CENTRAL WY. REGIONAL - ALL DEPARTMENTS			\$1,224,850.71

CENTURYLINK

CENTURYLINK	Balefill - Disposal & Landfill	Acct #307-265-4035 606B	\$123.41
<i>CENTURYLINK - Total For Balefill - Disposal & Landfill</i>			\$123.41
CENTURYLINK	Buildings & Structures Fund	Acct #307-235-7545 631B	\$59.07
CENTURYLINK	Buildings & Structures Fund	Acct #307-265-0955 140B	\$40.20
CENTURYLINK	Buildings & Structures Fund	Acct #307-235-7545 631B	\$61.74
<i>CENTURYLINK - Total For Buildings & Structures Fund</i>			\$161.01
CENTURYLINK	Customer Service	Acct #307-235-8290 915B	\$45.32
<i>CENTURYLINK - Total For Customer Service</i>			\$45.32
CENTURYLINK	Fire-EMS Administration	Acct #P-307-111-5104 106M	\$1,199.77
<i>CENTURYLINK - Total For Fire-EMS Administration</i>			\$1,199.77

CENTURYLINK	Parking Fund	Acct #P-307-111-5106 155M	\$126.36
CENTURYLINK	Parking Fund	Acct #P-307-111-5106 155M	\$139.98
<i>CENTURYLINK - Total For Parking Fund</i>			\$266.34
CENTURYLINK	Parks - Parks Maint.	Acct #307-237-7808 111B	\$53.15
CENTURYLINK	Parks - Parks Maint.	Acct #P-307-234-6734 889M	\$122.89
<i>CENTURYLINK - Total For Parks - Parks Maint.</i>			\$176.04
CENTURYLINK	Streets	Acct #P-307-111-5105 138M	\$174.08
<i>CENTURYLINK - Total For Streets</i>			\$174.08
CENTURYLINK	Water Distribution	Acct #307-235-7564 793B	\$46.46
<i>CENTURYLINK - Total For Water Distribution</i>			\$46.46
CENTURYLINK	WWTP Operations	Acct #P-307-234-3201 148M	\$1,783.05
CENTURYLINK	WWTP Operations	Acct #P-307-111-5113 619M	\$175.96
CENTURYLINK	WWTP Operations	Acct #P-307-234-3201 148M	\$1,791.80
<i>CENTURYLINK - Total For WWTP Operations</i>			\$3,750.81
CENTURYLINK - ALL DEPARTMENTS			\$5,943.24

CHARTER COMMUNICATIO

CHARTER COMMUNICATIO	Golf - Operations	Cable service for Golf Shop	\$166.66
<i>CHARTER COMMUNICATIO - Total For Golf - Operations</i>			\$166.66
CHARTER COMMUNICATIO - ALL DEPARTMENTS			\$166.66

CHEYENNE LITTLE AMER

CHEYENNE LITTLE AMER	City Manager	Hotel fees during WAM summer conference	\$372.00
<i>CHEYENNE LITTLE AMER - Total For City Manager</i>			\$372.00
CHEYENNE LITTLE AMER - ALL DEPARTMENTS			\$372.00

CIRCUS MCGURKU009012

CIRCUS MCGURKU009012	Police Career Services	FAST FOOD RESTAURANTS	\$17.77
<i>CIRCUS MCGURKU009012 - Total For Police Career Services</i>			\$17.77
CIRCUS MCGURKU009012 - ALL DEPARTMENTS			\$17.77

CITY OF CASPER

CITY OF CASPER	Hogadon - Operations	Public garbage	\$18.00
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CITY OF CASPER	Hogadon - Operations	Pickup baler	\$18.00
<i>CITY OF CASPER - Total For Hogadon - Operations</i>			<i>\$36.00</i>
CITY OF CASPER	Public Transit - Operations	July 2021 Transit workorder / fuel charge	\$35,781.68
CITY OF CASPER	Public Transit - Operations	CATC fuel / workorder charge	\$6,373.53
<i>CITY OF CASPER - Total For Public Transit - Operations</i>			<i>\$42,155.21</i>
CITY OF CASPER	Refuse - Residential	July 2021 monthly balefill pass billing	\$62,622.00
CITY OF CASPER	Refuse - Residential	Street sweeping monthly fee	\$2,266.00
CITY OF CASPER	Refuse - Residential	Garbage baler, park trash, recycle cardboard	\$6,816.33
CITY OF CASPER	Refuse - Residential	Garbage baler, park trash, newspaper/cardboard	\$6,461.72
CITY OF CASPER	Refuse - Residential	Garbage baler, park trash, recycle newspaper	\$7,701.94
CITY OF CASPER	Refuse - Residential	Garbage baler, park trash, recycle cardboard	\$6,229.60
CITY OF CASPER	Refuse - Residential	Garbage baler, park trash, cardboard/newspaper	\$7,073.89
CITY OF CASPER	Refuse - Residential	Garbage baler, recycled cardboard	\$584.59
CITY OF CASPER	Refuse - Residential	Garbage baler, park trash, cardboard/newspaper	\$7,719.43
CITY OF CASPER	Refuse - Residential	Garbage baler, recycled cardboard	\$7,275.29
CITY OF CASPER	Refuse - Residential	Garbage baler, park trash, cardboard/newspaper	\$7,205.88
CITY OF CASPER	Refuse - Residential	Garbage baler, park trash, recycled cardboard	\$7,176.71
CITY OF CASPER	Refuse - Residential	Garbage baler, park trash, cardboard, street sweep	\$7,449.66
CITY OF CASPER	Refuse - Residential	Garbage baler, recycled cardboard	\$584.06
<i>CITY OF CASPER - Total For Refuse - Residential</i>			<i>\$137,167.10</i>
CITY OF CASPER	Regional Water Operations	Actiflo Sludge Disposal 606608	\$6,929.91
<i>CITY OF CASPER - Total For Regional Water Operations</i>			<i>\$6,929.91</i>
CITY OF CASPER	Sewer Administration	Sewer RWWS	477,502.77
<i>CITY OF CASPER - Total For Sewer Administration</i>			<i>\$477,502.77</i>
CITY OF CASPER	WWTP Operations	Sump Sludge/Honey Wagon	\$162.98
CITY OF CASPER	WWTP Operations	Sump Sludge/Honey Wagon	\$140.72
CITY OF CASPER	WWTP Operations	Sump Sludge/Honey Wagon	\$177.29
CITY OF CASPER	WWTP Operations	Sump Sludge/Honey Wagon	\$130.91
CITY OF CASPER	WWTP Operations	Sump Sludge/Honey Wagon	\$143.63
CITY OF CASPER	WWTP Operations	Sump sludge / honey wagon	\$104.15
CITY OF CASPER	WWTP Operations	Sump Sludge/Honey Wagon	\$118.72
CITY OF CASPER	WWTP Operations	Sump Sludge/Honey Wagon	\$127.47
CITY OF CASPER	WWTP Operations	Sump Sludge/Honey Wagon	\$123.23
CITY OF CASPER	WWTP Operations	Daily compost, pickup landfill	\$664.98
CITY OF CASPER	WWTP Operations	Sump Sludge/Honey Wagon	\$132.77
CITY OF CASPER	WWTP Operations	Pickup landfill	\$18.00

CITY OF CASPER	WWTP Operations	Sump Sludge/Honey Wagon	\$174.64
CITY OF CASPER	WWTP Operations	Sump sludge / honey wagon	\$149.20
CITY OF CASPER	WWTP Operations	Sump Sludge/Honey Wagon	\$115.54
CITY OF CASPER	WWTP Operations	Sump sludge / honey wagon	\$128.00
CITY OF CASPER	WWTP Operations	Sump sludge / honey wagon	\$142.31
CITY OF CASPER	WWTP Operations	Sump Sludge/Honey Wagon	\$79.24
CITY OF CASPER	WWTP Operations	Alternate daily compost	\$211.70
CITY OF CASPER	WWTP Operations	Sump Sludge/Honey Wagon	\$140.72
CITY OF CASPER	WWTP Operations	Sump Sludge/Honey Wagon	\$159.80
CITY OF CASPER	WWTP Operations	Sump Sludge/Honey Wagon	\$79.77

CITY OF CASPER - Total For WWTP Operations \$3,425.77

CITY OF CASPER - ALL DEPARTMENTS \$667,216.76

CITY OF CLEARWATER P

CITY OF CLEARWATER P	Police Administration	AUTOMOBILE PARKING LOTS AND GARAGES	\$4.50
CITY OF CLEARWATER P	Police Administration	AUTOMOBILE PARKING LOTS AND GARAGES	\$0.50
CITY OF CLEARWATER P	Police Administration	AUTOMOBILE PARKING LOTS AND GARAGES	\$1.75
CITY OF CLEARWATER P	Police Administration	AUTOMOBILE PARKING LOTS AND GARAGES	\$4.50

CITY OF CLEARWATER P - Total For Police Administration \$11.25

CITY OF CLEARWATER P - ALL DEPARTMENTS \$11.25

CMI TECO, INC.

CMI TECO, INC.	Balefill - Disposal & Landfill	Equipment repair	\$2,068.73
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CMI TECO, INC. - Total For Balefill - Disposal & Landfill \$2,068.73

CMI TECO, INC.	Refuse - Commercial	Equipment seat	\$493.98
CMI TECO, INC.	Refuse - Commercial	Equipment repair	\$1,707.48
CMI TECO, INC.	Refuse - Commercial	Equipment repair	\$694.93
CMI TECO, INC.	Refuse - Commercial	Equipment repair	\$1,539.57

CMI TECO, INC. - Total For Refuse - Commercial \$4,435.96

CMI TECO, INC.	Refuse - Recycling	Equipment repair	\$1,670.70
CMI TECO, INC.	Refuse - Recycling	Equipment repair	\$227.09
CMI TECO, INC.	Refuse - Recycling	Equipment repair	\$103.00
CMI TECO, INC.	Refuse - Recycling	Equipment repair	\$253.96

CMI TECO, INC. - Total For Refuse - Recycling \$2,254.75

CMI TECO, INC.	Refuse - Residential	Equipment repair	\$2,053.92
CMI TECO, INC.	Refuse - Residential	Equipment repair	\$11,101.77
CMI TECO, INC.	Refuse - Residential	Equipment repair	\$858.02
CMI TECO, INC.	Refuse - Residential	Equipment repair	\$446.74
CMI TECO, INC.	Refuse - Residential	Equipment repair	\$103.00
CMI TECO, INC.	Refuse - Residential	Equipment repair	\$297.83
CMI TECO, INC.	Refuse - Residential	Equipment repair	\$397.10
CMI TECO, INC.	Refuse - Residential	Equipment repair	\$3,065.92
CMI TECO, INC.	Refuse - Residential	Equipment repair	\$198.55
CMI TECO, INC.	Refuse - Residential	Equipment repair	\$1,799.73
CMI TECO, INC.	Refuse - Residential	Equipment repair	\$1,551.10
CMI TECO, INC.	Refuse - Residential	Position sensor	\$977.00
<i>CMI TECO, INC. - Total For Refuse - Residential</i>			\$22,850.68
CMI TECO, INC. - ALL DEPARTMENTS			\$31,610.12

COASTAL CHEMICAL CO

COASTAL CHEMICAL CO	Regional Water Operations	fuel	\$52.43
<i>COASTAL CHEMICAL CO - Total For Regional Water Operations</i>			\$52.43
COASTAL CHEMICAL CO - ALL DEPARTMENTS			\$52.43

COBRA-PUMA GOLF INC

COBRA-PUMA GOLF INC	Golf	Inventory Golf	\$343.57
<i>COBRA-PUMA GOLF INC - Total For Golf</i>			\$343.57
COBRA-PUMA GOLF INC - ALL DEPARTMENTS			\$343.57

COCA COLA BOTTLING C

COCA COLA BOTTLING C	Balefill - Disposal & Landfill	SCALE HOUSE WATER FOR CUSTOMERS	\$15.50
<i>COCA COLA BOTTLING C - Total For Balefill - Disposal & Landfill</i>			\$15.50
COCA COLA BOTTLING C	Metro Animal Shelter	MISCELLANEOUS GENERAL MERCHANDISE STOR	\$15.50
<i>COCA COLA BOTTLING C - Total For Metro Animal Shelter</i>			\$15.50
COCA COLA BOTTLING C - ALL DEPARTMENTS			\$31.00

COLLECTION CENTER IN

COLLECTION CENTER IN	Code Enforcement	Collection service	\$37.22
<i>COLLECTION CENTER IN - Total For Code Enforcement</i>			\$37.22
COLLECTION CENTER IN	Human Resources	Collection service	\$73.26
<i>COLLECTION CENTER IN - Total For Human Resources</i>			\$73.26
COLLECTION CENTER IN	Refuse - Residential	Collection service	\$17.10
<i>COLLECTION CENTER IN - Total For Refuse - Residential</i>			\$17.10
COLLECTION CENTER IN	Sewer Administration	Collection service	\$12.99
<i>COLLECTION CENTER IN - Total For Sewer Administration</i>			\$12.99
COLLECTION CENTER IN	Water Administration	Collection service	\$38.30
<i>COLLECTION CENTER IN - Total For Water Administration</i>			\$38.30
COLLECTION CENTER IN - ALL DEPARTMENTS			\$178.87

COMMUNICATION TECHNO

COMMUNICATION TECHNO	Balefill - Disposal & Landfill	Replace power supply	\$389.00
<i>COMMUNICATION TECHNO - Total For Balefill - Disposal & Landfill</i>			\$389.00
COMMUNICATION TECHNO	Capital Projects Fund	Purchase and install equip in 6 SUVs	\$14,354.28
<i>COMMUNICATION TECHNO - Total For Capital Projects Fund</i>			\$14,354.28
COMMUNICATION TECHNO	Fleet Maintenance Fund	INSTALL RADIO/ACCESSORIES 070786	\$280.00
COMMUNICATION TECHNO	Fleet Maintenance Fund	INSTALL RADIO/ACCESSORIES 060683	\$597.95
<i>COMMUNICATION TECHNO - Total For Fleet Maintenance Fund</i>			\$877.95
COMMUNICATION TECHNO	WWTP Operations	Parts for radio comms	\$1,313.50
<i>COMMUNICATION TECHNO - Total For WWTP Operations</i>			\$1,313.50
COMMUNICATION TECHNO - ALL DEPARTMENTS			\$16,934.73

COMPRESSION LEASING

COMPRESSION LEASING	WWTP Operations	Compressor pump	\$1,399.76
<i>COMPRESSION LEASING - Total For WWTP Operations</i>			\$1,399.76
COMPRESSION LEASING - ALL DEPARTMENTS			\$1,399.76

COMTRONIX, INC.

COMTRONIX, INC.	Buildings & Structures Fund	Doorbell repair	\$132.00
COMTRONIX, INC.	Buildings & Structures Fund	Alarm installation / materials / labor	\$182.25
<i>COMTRONIX, INC. - Total For Buildings & Structures Fund</i>			\$314.25

COMTRONIX, INC.	Fire-EMS Operations	Monthly Alarm Monitoring	\$915.00
<i>COMTRONIX, INC. - Total For Fire-EMS Operations</i>			<i>\$915.00</i>
COMTRONIX, INC.	Hogadon - Operations	Fire Alarm	\$183.00
<i>COMTRONIX, INC. - Total For Hogadon - Operations</i>			<i>\$183.00</i>
COMTRONIX, INC. - ALL DEPARTMENTS			\$1,412.25

CONVERGEONE

CONVERGEONE	Public Transit - CARES Act	IPad MDM Software	\$460.80
<i>CONVERGEONE - Total For Public Transit - CARES Act</i>			<i>\$460.80</i>
CONVERGEONE	WWTP Regional Interceptors	Meraki Firewall for Westland Park radio site	\$483.64
<i>CONVERGEONE - Total For WWTP Regional Interceptors</i>			<i>\$483.64</i>
CONVERGEONE - ALL DEPARTMENTS			\$944.44

Core & Main

Core & Main	Water Revenue and Transfers Meters		\$9,644.80
<i>Core & Main - Total For Water Revenue and Transfers</i>			<i>\$9,644.80</i>
Core & Main - ALL DEPARTMENTS			\$9,644.80

CPS DISTRIBUTORS

CPS DISTRIBUTORS	Capital Projects Fund	Irrigation rebuild 1st & Center Parking Lot	\$18.44
CPS DISTRIBUTORS	Capital Projects Fund	Irrigation rebuild 1st & Center Parking Lot	\$56.56
CPS DISTRIBUTORS	Capital Projects Fund	Irrigation rebuild 1st & Center Parking Lot	\$145.66
CPS DISTRIBUTORS	Capital Projects Fund	Irrigation rebuild 1st & Center Parking Lot	\$149.34
<i>CPS DISTRIBUTORS - Total For Capital Projects Fund</i>			<i>\$370.00</i>
CPS DISTRIBUTORS	Parks - Athletic Maint.	Valve for Soccer 6	\$130.71
<i>CPS DISTRIBUTORS - Total For Parks - Athletic Maint.</i>			<i>\$130.71</i>
CPS DISTRIBUTORS	Parks - Parks Maint.	Irrigation Repair Wolf Creek Park	\$80.02
CPS DISTRIBUTORS	Parks - Parks Maint.	Van Nozzles for stock	\$88.24
CPS DISTRIBUTORS	Parks - Parks Maint.	Van nozzles for stock	\$17.72
CPS DISTRIBUTORS	Parks - Parks Maint.	Coupler for slipfix	\$6.95
CPS DISTRIBUTORS	Parks - Parks Maint.	Channel locks for Jason	\$19.54
CPS DISTRIBUTORS	Parks - Parks Maint.	Ft Casper Irrigation repair	\$166.96
CPS DISTRIBUTORS	Parks - Parks Maint.	Slip fix for Soccer 6	\$24.86

CPS DISTRIBUTORS	Parks - Parks Maint.	Slip fixes and glue for stock	\$137.57
CPS DISTRIBUTORS	Parks - Parks Maint.	24V solenoid for 2nd Street planters	\$33.70
<i>CPS DISTRIBUTORS - Total For Parks - Parks Maint.</i>			<i>\$575.56</i>
CPS DISTRIBUTORS	Rec Center	CONSTRUCTION MATERIALS	\$50.21
<i>CPS DISTRIBUTORS - Total For Rec Center</i>			<i>\$50.21</i>
CPS DISTRIBUTORS	Water Distribution	Marking paint	\$267.48
<i>CPS DISTRIBUTORS - Total For Water Distribution</i>			<i>\$267.48</i>
CPS DISTRIBUTORS - ALL DEPARTMENTS			\$1,393.96

CPU IIT

CPU IIT	Cemetery	ELECTRONICS CPU BATTERY BACKUP COMPUTE	\$88.40
<i>CPU IIT - Total For Cemetery</i>			<i>\$88.40</i>
CPU IIT	Planning	ELECTRONIC SALES- Repair of printer at Cathys d	\$82.00
<i>CPU IIT - Total For Planning</i>			<i>\$82.00</i>
CPU IIT	Regional Water Operations	Monitor for Tom	\$209.00
CPU IIT	Regional Water Operations	UPS	\$88.40
<i>CPU IIT - Total For Regional Water Operations</i>			<i>\$297.40</i>
CPU IIT	Water Administration	2 - Apple iPad Air (4th generation) Tablets	\$1,716.00
<i>CPU IIT - Total For Water Administration</i>			<i>\$1,716.00</i>
CPU IIT	Water Meters	Technology Items (computers, software, and ne	\$3,432.00
<i>CPU IIT - Total For Water Meters</i>			<i>\$3,432.00</i>
CPU IIT - ALL DEPARTMENTS			\$5,615.80

CRIMSON FIRE PROTECT

CRIMSON FIRE PROTECT	Buildings & Structures Fund	Annual backflow inspections	\$450.00
<i>CRIMSON FIRE PROTECT - Total For Buildings & Structures Fund</i>			<i>\$450.00</i>
CRIMSON FIRE PROTECT - ALL DEPARTMENTS			\$450.00

CROWLEY FLECK PLLP

CROWLEY FLECK PLLP	Property Insurance Fund	Confidential legal or medical matters	\$5,000.00
<i>CROWLEY FLECK PLLP - Total For Property Insurance Fund</i>			<i>\$5,000.00</i>
CROWLEY FLECK PLLP - ALL DEPARTMENTS			\$5,000.00

CROWN CONSTRUCTION L

CROWN CONSTRUCTION L	Capital Projects Fund	Contract Withholding: 21300041	\$210.00
<i>CROWN CONSTRUCTION L - Total For Capital Projects Fund</i>			<i>\$210.00</i>
CROWN CONSTRUCTION L	Refuse - Recycling	Recycle Depot Installations	\$2,918.63
<i>CROWN CONSTRUCTION L - Total For Refuse - Recycling</i>			<i>\$2,918.63</i>
CROWN CONSTRUCTION L	Sewer Wastewater Collection	David Street Alley Sewer Repla	\$77,755.22
<i>CROWN CONSTRUCTION L - Total For Sewer Wastewater Collection</i>			<i>\$77,755.22</i>
CROWN CONSTRUCTION L - ALL DEPARTMENTS			\$80,883.85

CRUM ELECTRIC SUPPLY

CRUM ELECTRIC SUPPLY	Buildings & Structures Fund	Lighting repair supplies for Fire Station 1	\$3.04
<i>CRUM ELECTRIC SUPPLY - Total For Buildings & Structures Fund</i>			<i>\$3.04</i>
CRUM ELECTRIC SUPPLY	Hogadon - Operations	Lift Parts	\$23.90
<i>CRUM ELECTRIC SUPPLY - Total For Hogadon - Operations</i>			<i>\$23.90</i>
CRUM ELECTRIC SUPPLY	Parks - Parks Maint.	Receptacle boxes for 2nd Street	\$9.68
CRUM ELECTRIC SUPPLY	Parks - Parks Maint.	Bulbs for Nancy English Park	\$61.48
CRUM ELECTRIC SUPPLY	Parks - Parks Maint.	Outlet tester and screwdrivers	\$61.95
<i>CRUM ELECTRIC SUPPLY - Total For Parks - Parks Maint.</i>			<i>\$133.11</i>
CRUM ELECTRIC SUPPLY	Regional Water Operations	ELECTRICAL PARTS AND EQUIPMENT	\$22.00
<i>CRUM ELECTRIC SUPPLY - Total For Regional Water Operations</i>			<i>\$22.00</i>
CRUM ELECTRIC SUPPLY	Sewer Wastewater Collection	6-mile flushing electrical cable	\$29.68
<i>CRUM ELECTRIC SUPPLY - Total For Sewer Wastewater Collection</i>			<i>\$29.68</i>
CRUM ELECTRIC SUPPLY	WWTP Operations	Fiber connection	\$12.87
<i>CRUM ELECTRIC SUPPLY - Total For WWTP Operations</i>			<i>\$12.87</i>
CRUM ELECTRIC SUPPLY - ALL DEPARTMENTS			\$224.60

DANA KEPNER CO. OF W

DANA KEPNER CO. OF W	Water Distribution	Valve box adaptor	\$114.00
<i>DANA KEPNER CO. OF W - Total For Water Distribution</i>			<i>\$114.00</i>
DANA KEPNER CO. OF W - ALL DEPARTMENTS			\$114.00

DANA KEPNER COMPANY

DANA KEPNER COMPANY	Water Distribution	Inventory saddle	\$465.00
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DANA KEPNER COMPANY - Total For Water Distribution \$465.00

DANA KEPNER COMPANY - ALL DEPARTMENTS \$465.00

DBC IRRIGATION SUPPL

DBC IRRIGATION SUPPL	Parks - Parks Maint.	Risers for CY2	\$89.61
DBC IRRIGATION SUPPL	Parks - Parks Maint.	RP repair parts and parts to fix minor leaks durin	\$1,521.53
DBC IRRIGATION SUPPL	Parks - Parks Maint.	Irrigation repair West Washington	\$273.32
DBC IRRIGATION SUPPL	Parks - Parks Maint.	Irrigation repair Meadowlark Park	\$22.87
DBC IRRIGATION SUPPL	Parks - Parks Maint.	Solenoid for Event Center	\$32.72
DBC IRRIGATION SUPPL	Parks - Parks Maint.	PGJ heads for Riverview	\$263.74

DBC IRRIGATION SUPPL - Total For Parks - Parks Maint. \$2,203.79

DBC IRRIGATION SUPPL - ALL DEPARTMENTS \$2,203.79

DECKER AUTO GLASS, I

DECKER AUTO GLASS, I	City Council	Supplies for Council Chambers Sneeze Guards	\$420.00
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DECKER AUTO GLASS, I - Total For City Council \$420.00

DECKER AUTO GLASS, I	Fleet Maintenance Fund	Vehicle repairs	\$243.62
DECKER AUTO GLASS, I	Fleet Maintenance Fund	Vehicle repair	\$467.33
DECKER AUTO GLASS, I	Fleet Maintenance Fund	Vehicle repair	\$95.00
DECKER AUTO GLASS, I	Fleet Maintenance Fund	Vehicle repair	\$190.00
DECKER AUTO GLASS, I	Fleet Maintenance Fund	Vehicle repair	\$562.39

DECKER AUTO GLASS, I - Total For Fleet Maintenance Fund \$1,558.34

DECKER AUTO GLASS, I	Golf - Operations	Sneeze Guards for Golf Course Pro Shop	\$498.20
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DECKER AUTO GLASS, I - Total For Golf - Operations \$498.20

DECKER AUTO GLASS, I	Rec Center - Operations	Supplies for Rec Center Sneeze Guards	\$283.25
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DECKER AUTO GLASS, I - Total For Rec Center - Operations \$283.25

DECKER AUTO GLASS, I - ALL DEPARTMENTS \$2,759.79

DELL MARKETING LP

DELL MARKETING LP	Municipal Court	Microsoft Office	\$1,520.32
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DELL MARKETING LP - Total For Municipal Court \$1,520.32

DELL MARKETING LP	Planning	Adobe Pro Software for Craig	\$30.25
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DELL MARKETING LP - Total For Planning \$30.25

DELL MARKETING LP	Rec Center - Operations	Technology Items (computers, software, and ne	\$152.76
<i>DELL MARKETING LP - Total For Rec Center - Operations</i>			<i>\$152.76</i>
DELL MARKETING LP	Refuse - Residential	VLA OFFICE PRO PLUS 2019 FOR SUPERINTENDE	\$380.08
<i>DELL MARKETING LP - Total For Refuse - Residential</i>			<i>\$380.08</i>
DELL MARKETING LP - ALL DEPARTMENTS			\$2,083.41

DENVER INDUSTRIAL PU

DENVER INDUSTRIAL PU	WWTP Operations	Seal kit	\$206.65
<i>DENVER INDUSTRIAL PU - Total For WWTP Operations</i>			<i>\$206.65</i>
DENVER INDUSTRIAL PU - ALL DEPARTMENTS			\$206.65

DEWITT WATER SYSTEMS

DEWITT WATER SYSTEMS	Fire-EMS Operations	Service Call to Station 2	\$35.00
<i>DEWITT WATER SYSTEMS - Total For Fire-EMS Operations</i>			<i>\$35.00</i>
DEWITT WATER SYSTEMS - ALL DEPARTMENTS			\$35.00

DISCOUNTMUGS.COM

DISCOUNTMUGS.COM	Human Resources	ORIENTATION SUPPLIES	(\$20.95)
<i>DISCOUNTMUGS.COM - Total For Human Resources</i>			<i>(\$20.95)</i>
DISCOUNTMUGS.COM - ALL DEPARTMENTS			(\$20.95)

DPC INDUSTRIES, INC.

DPC INDUSTRIES, INC.	Regional Water Operations	Sodium Hypo	\$7,183.68
DPC INDUSTRIES, INC.	Regional Water Operations	Sodium Hypo	\$7,507.91
<i>DPC INDUSTRIES, INC. - Total For Regional Water Operations</i>			<i>\$14,691.59</i>
DPC INDUSTRIES, INC. - ALL DEPARTMENTS			\$14,691.59

E&F HOLDING CO.

E&F HOLDING CO.	Fleet Maintenance Fund	222263 TOW TO SHOP	\$350.00
E&F HOLDING CO.	Fleet Maintenance Fund	INS CLAIM 2021029/ 101237 TOW TO SHOP	\$75.00
E&F HOLDING CO.	Fleet Maintenance Fund	TOWING SERVICES	\$350.00
<i>E&F HOLDING CO. - Total For Fleet Maintenance Fund</i>			<i>\$775.00</i>

E&F HOLDING CO. - ALL DEPARTMENTS \$775.00

EATON SALES & SVC.,

EATON SALES & SVC., Fleet Maintenance Fund ANNUAL CP TESTING/ L25 ALARM ACTIVE \$427.00

EATON SALES & SVC., - Total For Fleet Maintenance Fund \$427.00

EATON SALES & SVC., - ALL DEPARTMENTS \$427.00

EB CRIME SCENE TECHN

EB CRIME SCENE TECHN Fire-EMS Training Three registrations for Crime Scene Techniques \$600.00

EB CRIME SCENE TECHN - Total For Fire-EMS Training \$600.00

EB CRIME SCENE TECHN - ALL DEPARTMENTS \$600.00

EMBASSY SUITES RALEI

EMBASSY SUITES RALEI Police Administration EMBASSY SUITES \$401.43

EMBASSY SUITES RALEI - Total For Police Administration \$401.43

EMBASSY SUITES RALEI - ALL DEPARTMENTS \$401.43

EMERGENCY MEDICAL DI

EMERGENCY MEDICAL DI Fire-EMS Administration Dr. Selde Medical Director Con \$899.40

EMERGENCY MEDICAL DI - Total For Fire-EMS Administration \$899.40

EMERGENCY MEDICAL DI - ALL DEPARTMENTS \$899.40

EMPLOYEE REIMBURSEME

EMPLOYEE REIMBURSEME Fleet Maintenance Fund Tool allotment reimbursement \$83.96

EMPLOYEE REIMBURSEME - Total For Fleet Maintenance Fund \$83.96

EMPLOYEE REIMBURSEME Police Administration Clothing reimbursement \$28.34

EMPLOYEE REIMBURSEME - Total For Police Administration \$28.34

EMPLOYEE REIMBURSEME Refuse - Residential Steel toe work boot reimbursement \$150.00

EMPLOYEE REIMBURSEME - Total For Refuse - Residential \$150.00

EMPLOYEE REIMBURSEME Sewer Wastewater Collection Steel toe boot reimbursement \$150.00

EMPLOYEE REIMBURSEME - Total For Sewer Wastewater Collection \$150.00

EMPLOYEE REIMBURSEME - ALL DEPARTMENTS \$412.30

EMPLOYERCENTRAL.COM/

EMPLOYERCENTRAL.COM/ Police Career Services Casper College Job Posting - Digital Records Spe \$195.00

EMPLOYERCENTRAL.COM/ - Total For Police Career Services \$195.00

EMPLOYERCENTRAL.COM/ - ALL DEPARTMENTS \$195.00

ENDRESS & HAUSER, IN

ENDRESS & HAUSER, IN Regional Water Operations Sandy Lake Booster Discharge Press \$1,164.66

ENDRESS & HAUSER, IN - Total For Regional Water Operations \$1,164.66

ENDRESS & HAUSER, IN - ALL DEPARTMENTS \$1,164.66

ENERGY LABRATORIES I

ENERGY LABRATORIES I Regional Water Operations TTHM and HAAs Lab Testing 408329 \$2,724.00

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

ENERGY LABRATORIES I Regional Water Operations Bacteria, Public Water Supply testing \$22.00

ENERGY LABRATORIES I - Total For Regional Water Operations \$3,052.00

ENERGY LABRATORIES I Water Tanks Bacteria, SDWA testing \$42.00

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, Public Water Supply testing \$242.00

ENERGY LABRATORIES I Water Tanks Bacteria, SDWA testing \$42.00

ENERGY LABRATORIES I Water Tanks Bacteria, SDWA testing \$126.00

ENERGY LABRATORIES I Water Tanks Bacteria, SDWA testing \$42.00

ENERGY LABRATORIES I Water Tanks Bacteria, SDWA testing \$126.00

ENERGY LABRATORIES I Water Tanks Bacteria, SDWA testing \$42.00

ENERGY LABRATORIES I - Total For Water Tanks \$1,288.00

ENERGY LABRATORIES I - ALL DEPARTMENTS \$4,340.00

ENGINEERING DESIGN A

ENGINEERING DESIGN A Capital Projects Fund Design & CA Senior Center Air \$775.00

ENGINEERING DESIGN A - Total For Capital Projects Fund \$775.00

ENGINEERING DESIGN A - ALL DEPARTMENTS

\$775.00

ETM

ETM	Finance	COMPUTERS,COMPUTER PERIPHERAL EQUIPME	\$89.00
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<i>ETM - Total For Finance</i>			\$89.00
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ETM - ALL DEPARTMENTS

\$89.00

EXPRESS SERVICES INC

EXPRESS SERVICES INC	City Attorney	Temp service	\$1,012.80
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EXPRESS SERVICES INC	City Attorney	Temp service	\$962.16
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<i>EXPRESS SERVICES INC - Total For City Attorney</i>			\$1,974.96
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EXPRESS SERVICES INC	Planning	Temp service	\$1,012.80
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EXPRESS SERVICES INC	Planning	Temp service	\$1,012.80
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<i>EXPRESS SERVICES INC - Total For Planning</i>			\$2,025.60
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EXPRESS SERVICES INC - ALL DEPARTMENTS

\$4,000.56

EXXONMOBIL

EXXONMOBIL	Fire-EMS Operations	Fuel	\$34.14
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EXXONMOBIL	Fire-EMS Operations	Fuel	\$24.23
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EXXONMOBIL	Fire-EMS Operations	AUTOMATED FUEL DISPENSERS	\$20.01
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EXXONMOBIL	Fire-EMS Operations	Fuel	\$30.39
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<i>EXXONMOBIL - Total For Fire-EMS Operations</i>			\$108.77
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EXXONMOBIL - ALL DEPARTMENTS

\$108.77

FACEBK 7L62567KH2

FACEBK 7L62567KH2	Golf - Operations	ADVERTISING SERVICES	\$22.00
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<i>FACEBK 7L62567KH2 - Total For Golf - Operations</i>			\$22.00
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FACEBK 7L62567KH2	Regional Water Operations	ADVERTISING SERVICES	\$37.56
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<i>FACEBK 7L62567KH2 - Total For Regional Water Operations</i>			\$37.56
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FACEBK 7L62567KH2	Sewer Stormwater	ADVERTISING SERVICES	\$250.00
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<i>FACEBK 7L62567KH2 - Total For Sewer Stormwater</i>			\$250.00
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FACEBK 7L62567KH2 - ALL DEPARTMENTS

\$309.56

FACEBK 8ZUUGXJ992

FACEBK 8ZUUGXJ992	Planning	ADVERTISING SERVICES	\$25.00
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<i>FACEBK 8ZUUGXJ992 - Total For Planning</i>			\$25.00
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FACEBK 8ZUUGXJ992 - ALL DEPARTMENTS			\$25.00
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FACEBK SV8QUX6A92

FACEBK SV8QUX6A92	Planning	ADVERTISING SERVICES	\$25.00
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<i>FACEBK SV8QUX6A92 - Total For Planning</i>			\$25.00
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FACEBK SV8QUX6A92 - ALL DEPARTMENTS			\$25.00
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FARMER BROTHERS COFF

FARMER BROTHERS COFF	Ice Arena - Concessions	CONCESSIONS	\$198.86
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<i>FARMER BROTHERS COFF - Total For Ice Arena - Concessions</i>			\$198.86
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FARMER BROTHERS COFF - ALL DEPARTMENTS			\$198.86
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FEDEX 783056606194

FEDEX 783056606194	Finance	COURIER SERVICES-AIR OR GROUND,FREIGHT F	\$26.95
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<i>FEDEX 783056606194 - Total For Finance</i>			\$26.95
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FEDEX 783056606194 - ALL DEPARTMENTS			\$26.95
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FEDEX 784969947116

FEDEX 784969947116	Fire-EMS Administration	COURIER SERVICES-AIR OR GROUND,FREIGHT F	\$134.22
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<i>FEDEX 784969947116 - Total For Fire-EMS Administration</i>			\$134.22
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FEDEX 784969947116 - ALL DEPARTMENTS			\$134.22
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FEDEX 81213323

FEDEX 81213323	Police Administration	COURIER SERVICES-AIR OR GROUND,FREIGHT F	\$23.35
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<i>FEDEX 81213323 - Total For Police Administration</i>			\$23.35
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FEDEX 81213323 - ALL DEPARTMENTS			\$23.35
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FEDEX 81213521

FEDEX 81213521	Police Administration	COURIER SERVICES-AIR OR GROUND,FREIGHT F	\$23.35
<i>FEDEX 81213521 - Total For Police Administration</i>			\$23.35
FEDEX 81213521 - ALL DEPARTMENTS			\$23.35

FEDEX OFFIC942000094

FEDEX OFFIC942000094	Finance	QUICK-COPY AND REPRODUCTION SERVICES	\$116.57
<i>FEDEX OFFIC942000094 - Total For Finance</i>			\$116.57
FEDEX OFFIC942000094 - ALL DEPARTMENTS			\$116.57

FERGUSON ENTERPRISES

FERGUSON ENTERPRISES	Parks - Parks Maint.	CATC irrigation repair	\$432.60
<i>FERGUSON ENTERPRISES - Total For Parks - Parks Maint.</i>			\$432.60
FERGUSON ENTERPRISES	Traffic Control	Pipe cap for railing at 14th & Center	\$14.77
<i>FERGUSON ENTERPRISES - Total For Traffic Control</i>			\$14.77
FERGUSON ENTERPRISES	Water Distribution	Saddles & curb boxes for inventory	\$19,209.00
FERGUSON ENTERPRISES	Water Distribution	Hydrant install, sprinkler repairs, Washington Str	\$36.22
FERGUSON ENTERPRISES	Water Distribution	Hydrant pump cap assy	\$318.15
<i>FERGUSON ENTERPRISES - Total For Water Distribution</i>			\$19,563.37
FERGUSON ENTERPRISES	Water Meters	LF 3/4 BRS 600# SWT FP BV	\$12.09
FERGUSON ENTERPRISES	Water Meters	BRS 600# THRD, HYD.ADPT.	\$61.16
<i>FERGUSON ENTERPRISES - Total For Water Meters</i>			\$73.25
FERGUSON ENTERPRISES	WWTP Operations	Adapter	\$94.92
FERGUSON ENTERPRISES	WWTP Operations	Saddle	\$86.30
FERGUSON ENTERPRISES	WWTP Operations	Y Strainer	\$37.23
FERGUSON ENTERPRISES	WWTP Operations	Plumbing parts	\$575.01
<i>FERGUSON ENTERPRISES - Total For WWTP Operations</i>			\$793.46
FERGUSON ENTERPRISES - ALL DEPARTMENTS			\$20,877.45

FIRE DEPT TRAINING N

FIRE DEPT TRAINING N	Fire-EMS Training	Training Subscription	\$60.00
<i>FIRE DEPT TRAINING N - Total For Fire-EMS Training</i>			\$60.00

FIRE DEPT TRAINING N - ALL DEPARTMENTS \$60.00

FIRST DATA MERCHANT

FIRST DATA MERCHANT Cemetery June 2021 fee \$19.95

FIRST DATA MERCHANT - Total For Cemetery \$19.95

FIRST DATA MERCHANT - ALL DEPARTMENTS \$19.95

FIRST VETERINARY SUP

FIRST VETERINARY SUP Metro Animal Shelter DRUGS,DRUG PROPRIETARIES AND DRUGGIST'S \$1,009.12

FIRST VETERINARY SUP - Total For Metro Animal Shelter \$1,009.12

FIRST VETERINARY SUP - ALL DEPARTMENTS \$1,009.12

FLEETPRIDE893

FLEETPRIDE893 Water Tanks Rain cap for North Park booster \$42.69

FLEETPRIDE893 - Total For Water Tanks \$42.69

FLEETPRIDE893 WWTP Operations Credit (\$42.19)

FLEETPRIDE893 WWTP Operations Tubing \$42.19

FLEETPRIDE893 - Total For WWTP Operations \$0.00

FLEETPRIDE893 - ALL DEPARTMENTS \$42.69

FREDPRYOR CAREERTRAC

FREDPRYOR CAREERTRAC Customer Service SCHOOLS AND EDUCATIONAL SERVICES NOT ELS \$156.45

FREDPRYOR CAREERTRAC - Total For Customer Service \$156.45

FREDPRYOR CAREERTRAC - ALL DEPARTMENTS \$156.45

GALLS

GALLS Police Administration MEN'S,WOMENS'AND CHILDREN'S UNIFORMS A \$464.01

GALLS Police Administration MEN'S,WOMENS'AND CHILDREN'S UNIFORMS A \$202.50

GALLS Police Administration MEN'S,WOMENS'AND CHILDREN'S UNIFORMS A \$29.70

GALLS - Total For Police Administration \$696.21

GALLS - ALL DEPARTMENTS \$696.21

G-C BUILDING SUPPLY

G-C BUILDING SUPPLY	Balefill - Diversion & Special	Bay door repair - materials/labor	\$556.00
<i>G-C BUILDING SUPPLY - Total For Balefill - Diversion & Special</i>			\$556.00
G-C BUILDING SUPPLY	Refuse - Recycling	Door repair - materials/labor	\$721.37
<i>G-C BUILDING SUPPLY - Total For Refuse - Recycling</i>			\$721.37
G-C BUILDING SUPPLY - ALL DEPARTMENTS			\$1,277.37

GEOSYNTEC CONSULTANT

GEOSYNTEC CONSULTANT	Balefill - Disposal & Landfill	Gems S028998-CRL Monitoring &	\$625.53
<i>GEOSYNTEC CONSULTANT - Total For Balefill - Disposal & Landfill</i>			\$625.53
GEOSYNTEC CONSULTANT - ALL DEPARTMENTS			\$625.53

GOLF COURSE SUPERINT

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

GRAB AND GO GOURMET

GRAB AND GO GOURMET	Police Administration	EATING PLACES, RESTAURANTS	\$146.05
<i>GRAB AND GO GOURMET - Total For Police Administration</i>			\$146.05
GRAB AND GO GOURMET - ALL DEPARTMENTS			\$146.05

GRAINGER, INC.

GRAINGER, INC.	Balefill - Diversion & Special	Respirator	\$166.69
<i>GRAINGER, INC. - Total For Balefill - Diversion & Special</i>			\$166.69
GRAINGER, INC.	Buildings & Structures Fund	Misc. parts	\$33.08
<i>GRAINGER, INC. - Total For Buildings & Structures Fund</i>			\$33.08
GRAINGER, INC.	Fire-EMS Operations	Ice Cleats	\$2,505.75
<i>GRAINGER, INC. - Total For Fire-EMS Operations</i>			\$2,505.75
GRAINGER, INC.	Fleet Maintenance Fund	Label printer	\$47.78
<i>GRAINGER, INC. - Total For Fleet Maintenance Fund</i>			\$47.78
GRAINGER, INC.	Ice Arena - Operations	Concession Plasticware dispenser	\$267.00

<i>GRAINGER, INC. - Total For Ice Arena - Operations</i>			<i>\$267.00</i>
GRAINGER, INC.	Parks - Parks Maint.	Bulbs for Nancy English Park	\$125.76
<i>GRAINGER, INC. - Total For Parks - Parks Maint.</i>			<i>\$125.76</i>
GRAINGER, INC.	Regional Water Operations	Sewage ejector pump	\$1,245.75
<i>GRAINGER, INC. - Total For Regional Water Operations</i>			<i>\$1,245.75</i>
GRAINGER, INC.	WWTP Operations	Wall switches	\$26.18
GRAINGER, INC.	WWTP Operations	Filters	\$110.40
GRAINGER, INC.	WWTP Operations	Ops supplies	\$86.31
GRAINGER, INC.	WWTP Operations	Filters	\$106.32
<i>GRAINGER, INC. - Total For WWTP Operations</i>			<i>\$329.21</i>
GRAINGER, INC. - ALL DEPARTMENTS			\$4,721.02

GUNNERS METERS

GUNNERS METERS	Water Meters	Register, shaft, rotor, face plate	\$2,351.00
<i>GUNNERS METERS - Total For Water Meters</i>			<i>\$2,351.00</i>
GUNNERS METERS - ALL DEPARTMENTS			\$2,351.00

HACH CO., CORP.

HACH CO., CORP.	Regional Water Operations	Lab supplies	\$693.47
<i>HACH CO., CORP. - Total For Regional Water Operations</i>			<i>\$693.47</i>
HACH CO., CORP. - ALL DEPARTMENTS			\$693.47

HARBOR FREIGHT TOOLS

HARBOR FREIGHT TOOLS	Buildings & Structures Fund	Supplies for PD Remodel at Marathon	\$35.93
<i>HARBOR FREIGHT TOOLS - Total For Buildings & Structures Fund</i>			<i>\$35.93</i>
HARBOR FREIGHT TOOLS	Parks - Parks Maint.	HARDWARE STORES	\$31.92
<i>HARBOR FREIGHT TOOLS - Total For Parks - Parks Maint.</i>			<i>\$31.92</i>
HARBOR FREIGHT TOOLS - ALL DEPARTMENTS			\$67.85

HAWKINS, INC.

HAWKINS, INC.	Aquatics - Operations	Aquatic center Chemicals	\$2,602.90
<i>HAWKINS, INC. - Total For Aquatics - Operations</i>			<i>\$2,602.90</i>
HAWKINS, INC.	Aquatics - Pool	Splash Pad Chemicals	\$230.40

<i>HAWKINS, INC. - Total For Aquatics - Pool</i>			\$230.40
HAWKINS, INC. - ALL DEPARTMENTS			\$2,833.30

HDR ENGINEERING, INC

HDR ENGINEERING, INC	Capital Projects Fund	Design of Paradise Valley to R	\$13,590.85
<i>HDR ENGINEERING, INC - Total For Capital Projects Fund</i>			<i>\$13,590.85</i>
HDR ENGINEERING, INC - ALL DEPARTMENTS			\$13,590.85

HERCULES INDUSTRIES

HERCULES INDUSTRIES	Buildings & Structures Fund	Supplies for PD Remodel at Marathon	\$8.33
HERCULES INDUSTRIES	Buildings & Structures Fund	Supplies for PD Remodel at Marathon	\$60.42
HERCULES INDUSTRIES	Buildings & Structures Fund	Filters	\$26.01
<i>HERCULES INDUSTRIES - Total For Buildings & Structures Fund</i>			<i>\$94.76</i>
HERCULES INDUSTRIES - ALL DEPARTMENTS			\$94.76

HILLTOP LAUNDROMAT

HILLTOP LAUNDROMAT	Public Transit - CARES Act	Cleaning Rags	\$28.80
<i>HILLTOP LAUNDROMAT - Total For Public Transit - CARES Act</i>			<i>\$28.80</i>
HILLTOP LAUNDROMAT - ALL DEPARTMENTS			\$28.80

HOBBY-LOBBY #0233

HOBBY-LOBBY #0233	Golf - Operations	Sneeze Guard supplies for Golf Course Pro Shop	\$4.99
<i>HOBBY-LOBBY #0233 - Total For Golf - Operations</i>			<i>\$4.99</i>
HOBBY-LOBBY #0233 - ALL DEPARTMENTS			\$4.99

HOLIDAY INN EXPRESS

HOLIDAY INN EXPRESS	Police Administration	HOLIDAY INNS	\$1,150.01
<i>HOLIDAY INN EXPRESS - Total For Police Administration</i>			<i>\$1,150.01</i>
HOLIDAY INN EXPRESS - ALL DEPARTMENTS			\$1,150.01

HOLIDAY INN FREDERIC

HOLIDAY INN FREDERIC	Police Administration	HOLIDAY INNS	\$94.86
<i>HOLIDAY INN FREDERIC - Total For Police Administration</i>			<i>\$94.86</i>
HOLIDAY INN FREDERIC - ALL DEPARTMENTS			\$94.86

HOMAX OIL SALES INC

HOMAX OIL SALES INC	Water Distribution	Multiplex 600 #2 10 packs	\$30.06
<i>HOMAX OIL SALES INC - Total For Water Distribution</i>			<i>\$30.06</i>
HOMAX OIL SALES INC	WWTP Operations	Lubricant	\$1,765.65
<i>HOMAX OIL SALES INC - Total For WWTP Operations</i>			<i>\$1,765.65</i>
HOMAX OIL SALES INC - ALL DEPARTMENTS			\$1,795.71

HOMAX OIL SALES, INC

HOMAX OIL SALES, INC	Balefill - Baler Processing	Blue Def & Megaplex	\$706.40
<i>HOMAX OIL SALES, INC - Total For Balefill - Baler Processing</i>			<i>\$706.40</i>
HOMAX OIL SALES, INC	Balefill - Disposal & Landfill	Blue DEF	\$706.40
<i>HOMAX OIL SALES, INC - Total For Balefill - Disposal & Landfill</i>			<i>\$706.40</i>
HOMAX OIL SALES, INC	Balefill - Diversion & Special	Blue Def & Megaplex	\$415.08
<i>HOMAX OIL SALES, INC - Total For Balefill - Diversion & Special</i>			<i>\$415.08</i>
HOMAX OIL SALES, INC	Fleet Maintenance Fund	Unleaded fuel	\$29,267.83
<i>HOMAX OIL SALES, INC - Total For Fleet Maintenance Fund</i>			<i>\$29,267.83</i>
HOMAX OIL SALES, INC - ALL DEPARTMENTS			\$31,095.71

HOMEDEPOT.COM

HOMEDEPOT.COM	Hogadon - Operations	HOME SUPPLY WAREHOUSE STORES	\$1,669.14
HOMEDEPOT.COM	Hogadon - Operations	HOME SUPPLY WAREHOUSE STORES	\$1,669.14
<i>HOMEDEPOT.COM - Total For Hogadon - Operations</i>			<i>\$3,338.28</i>
HOMEDEPOT.COM - ALL DEPARTMENTS			\$3,338.28

HOSE & RUBBER SUPPLY

HOSE & RUBBER SUPPLY	Balefill - Baler Processing	Fuel line replacement	\$6.93
<i>HOSE & RUBBER SUPPLY - Total For Balefill - Baler Processing</i>			<i>\$6.93</i>
HOSE & RUBBER SUPPLY	RWS - Booster Stations	ACTIFLO LAGOON HOSES	\$89.64
<i>HOSE & RUBBER SUPPLY - Total For RWS - Booster Stations</i>			<i>\$89.64</i>

HOSE & RUBBER SUPPLY	Traffic Control	Suction hose replacement on walk behind stripe	\$10.02
<i>HOSE & RUBBER SUPPLY - Total For Traffic Control</i>			<i>\$10.02</i>
HOSE & RUBBER SUPPLY	Water Distribution	Pump hose & band for Actiflo drains	\$57.80
<i>HOSE & RUBBER SUPPLY - Total For Water Distribution</i>			<i>\$57.80</i>
HOSE & RUBBER SUPPLY	Water Meters	Hoses repaired for meter efficiency tests	\$78.14
<i>HOSE & RUBBER SUPPLY - Total For Water Meters</i>			<i>\$78.14</i>
HOSE & RUBBER SUPPLY	Weed & Pest Fund	2" suction and discharge hose for water pump	\$333.73
<i>HOSE & RUBBER SUPPLY - Total For Weed & Pest Fund</i>			<i>\$333.73</i>
HOSE & RUBBER SUPPLY	WWTP Operations	Hose	\$220.72
<i>HOSE & RUBBER SUPPLY - Total For WWTP Operations</i>			<i>\$220.72</i>
HOSE & RUBBER SUPPLY - ALL DEPARTMENTS			\$796.98

HOTELSCOM91998775362

HOTELSCOM91998775362	Police Administration	TRAVEL AGENCIES	\$540.01
<i>HOTELSCOM91998775362 - Total For Police Administration</i>			<i>\$540.01</i>
HOTELSCOM91998775362 - ALL DEPARTMENTS			\$540.01

HOTELSCOM92044547219

HOTELSCOM92044547219	Police Administration	TRAVEL AGENCIES	\$133.81
<i>HOTELSCOM92044547219 - Total For Police Administration</i>			<i>\$133.81</i>
HOTELSCOM92044547219 - ALL DEPARTMENTS			\$133.81

HOTSY EQUIPMENT OF W

HOTSY EQUIPMENT OF W	Metro Animal Shelter	MISCELLANEOUS AND RETAIL STORES	\$360.00
<i>HOTSY EQUIPMENT OF W - Total For Metro Animal Shelter</i>			<i>\$360.00</i>
HOTSY EQUIPMENT OF W - ALL DEPARTMENTS			\$360.00

HOWIES HOCKEY INC

HOWIES HOCKEY INC	Ice Arena - Concessions	PRO-SHOP SUPPLIES	\$880.81
<i>HOWIES HOCKEY INC - Total For Ice Arena - Concessions</i>			<i>\$880.81</i>
HOWIES HOCKEY INC - ALL DEPARTMENTS			\$880.81

HYDRO OPTIMIZATION &

HYDRO OPTIMIZATION &	Regional Water Operations	Labor/travel/mileage/service	\$1,794.00
<i>HYDRO OPTIMIZATION & - Total For Regional Water Operations</i>			<i>\$1,794.00</i>
HYDRO OPTIMIZATION & - ALL DEPARTMENTS			\$1,794.00

IDAHO SEWING FOR SPO

IDAHO SEWING FOR SPO	Hogadon - Operations	Custom Safety Pad for the Tower Fan Gun	\$558.90
<i>IDAHO SEWING FOR SPO - Total For Hogadon - Operations</i>			<i>\$558.90</i>
IDAHO SEWING FOR SPO - ALL DEPARTMENTS			\$558.90

IDEAMAN INC / AMERIC

IDEAMAN INC / AMERIC	General Fund Revenue	magnets for resale in gift shop	\$87.12
<i>IDEAMAN INC / AMERIC - Total For General Fund Revenue</i>			<i>\$87.12</i>
IDEAMAN INC / AMERIC - ALL DEPARTMENTS			\$87.12

INDEED

INDEED	Police Career Services	DIGITAL RECORDS SPECIALIST RECRUITMENT	\$100.00
<i>INDEED - Total For Police Career Services</i>			<i>\$100.00</i>
INDEED - ALL DEPARTMENTS			\$100.00

INSTALLATION & SVC.

INSTALLATION & SVC.	Capital Projects Fund	North Park Street Mill & Overl	107,966.64
<i>INSTALLATION & SVC. - Total For Capital Projects Fund</i>			<i>\$107,966.64</i>
INSTALLATION & SVC.	Water Distribution	2021 CPU Asphalt Repair 21-001	\$5,068.49
<i>INSTALLATION & SVC. - Total For Water Distribution</i>			<i>\$5,068.49</i>
INSTALLATION & SVC. - ALL DEPARTMENTS			\$113,035.13

INTERMOUNTAIN MOTOR

INTERMOUNTAIN MOTOR	WWTP Operations	Bearings	\$228.15
<i>INTERMOUNTAIN MOTOR - Total For WWTP Operations</i>			<i>\$228.15</i>

INTERMOUNTAIN MOTOR - ALL DEPARTMENTS

\$228.15

INT'L CODE COUNCIL I

INT'L CODE COUNCIL I	Fire-EMS Prevent & Inspect	2021 International Fire Code	\$2,173.34
<i>INT'L CODE COUNCIL I - Total For Fire-EMS Prevent & Inspect</i>			\$2,173.34
INT'L CODE COUNCIL I	Fire-EMS Training	Two certification renewals	\$132.00
<i>INT'L CODE COUNCIL I - Total For Fire-EMS Training</i>			\$132.00
INT'L CODE COUNCIL I - ALL DEPARTMENTS			\$2,305.34

INTUIT, INC.

INTUIT, INC.	Balefill - Disposal & Landfill	CUT HOLE IN SOUTHSIDE BALER BLDG WALL FO	\$600.07
<i>INTUIT, INC. - Total For Balefill - Disposal & Landfill</i>			\$600.07
INTUIT, INC.	City Manager	Rotary Club Quarterly Meal Costs	\$214.50
<i>INTUIT, INC. - Total For City Manager</i>			\$214.50
INTUIT, INC.	Fleet Maintenance Fund	151572 PRE-SOAK & SHOP ODOR DIGESTER & H	\$568.82
INTUIT, INC.	Fleet Maintenance Fund	151572 PRE-SOAK & SHOP ODOR DIGESTER & H	\$478.50
<i>INTUIT, INC. - Total For Fleet Maintenance Fund</i>			\$1,047.32
INTUIT, INC.	Parks - Parks Maint.	Cellular fees for controller at city hall	\$199.00
<i>INTUIT, INC. - Total For Parks - Parks Maint.</i>			\$199.00
INTUIT, INC.	Public Transit - CARES Act	Assist and Link Business Cards, Katie and Bill Bus	\$274.00
<i>INTUIT, INC. - Total For Public Transit - CARES Act</i>			\$274.00
INTUIT, INC. - ALL DEPARTMENTS			\$2,334.89

ISA

ISA	Parks - Urban Forestry	ISA annual fees	\$187.00
<i>ISA - Total For Parks - Urban Forestry</i>			\$187.00
ISA	Weed & Pest Fund	CHARITABLE AND SOCIAL SERVICE ORGANIZATI	\$125.00
<i>ISA - Total For Weed & Pest Fund</i>			\$125.00
ISA - ALL DEPARTMENTS			\$312.00

JACK'S TRUCK & EQUIP

JACK'S TRUCK & EQUIP	Fleet Maintenance Fund	Equipment repair	\$472.94
<i>JACK'S TRUCK & EQUIP - Total For Fleet Maintenance Fund</i>			\$472.94

JACK'S TRUCK & EQUIP - ALL DEPARTMENTS \$472.94

JACOBS ENGINEERING G

JACOBS ENGINEERING G WWTP Operations 3rd Party Analysis WWTP Emerge \$8,092.50

JACOBS ENGINEERING G - Total For WWTP Operations \$8,092.50

JACOBS ENGINEERING G - ALL DEPARTMENTS \$8,092.50

JDC INVESTIGATIONS L

JDC INVESTIGATIONS L Fire-EMS Training Background checks \$1,200.00

JDC INVESTIGATIONS L - Total For Fire-EMS Training \$1,200.00

JDC INVESTIGATIONS L - ALL DEPARTMENTS \$1,200.00

Jerry Kramer

Jerry Kramer Rec Center Women's/COED State Tournament Deposit Refu \$500.00

Jerry Kramer - Total For Rec Center \$500.00

Jerry Kramer - ALL DEPARTMENTS \$500.00

KART-MAN, LLC

KART-MAN, LLC Refuse - Residential REFUSE CAN LIDS \$1,417.01

KART-MAN, LLC - Total For Refuse - Residential \$1,417.01

KART-MAN, LLC - ALL DEPARTMENTS \$1,417.01

KEENAN SUPPLY-CASPER

KEENAN SUPPLY-CASPER Regional Water Operations Solenoid \$1,785.26

KEENAN SUPPLY-CASPER - Total For Regional Water Operations \$1,785.26

KEENAN SUPPLY-CASPER - ALL DEPARTMENTS \$1,785.26

KELLY`S ALIGNMENT

KELLY`S ALIGNMENT Fleet Maintenance Fund ALIGNMENT 101204 \$105.00

KELLY`S ALIGNMENT - Total For Fleet Maintenance Fund \$105.00

KELLY'S ALIGNMENT - ALL DEPARTMENTS

\$105.00

KENT A LUNDINE

KENT A LUNDINE	Balefill - Baler Processing	CRANE SERVICE TO REMOVE EJECTION CYLINDE	\$3,750.00
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<i>KENT A LUNDINE - Total For Balefill - Baler Processing</i>			<i>\$3,750.00</i>
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KENT A LUNDINE - ALL DEPARTMENTS

\$3,750.00

KFC E720523

KFC E720523	City Manager	Food during WAM summer convention in Cheye	\$11.12
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<i>KFC E720523 - Total For City Manager</i>			<i>\$11.12</i>
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KFC E720523 - ALL DEPARTMENTS

\$11.12

KING SOOPERS

KING SOOPERS	City Manager	Food during WAM summer convention in Cheye	\$18.64
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<i>KING SOOPERS - Total For City Manager</i>			<i>\$18.64</i>
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KING SOOPERS - ALL DEPARTMENTS

\$18.64

KNIFE RIVER/JTL

KNIFE RIVER/JTL	Balefill - Disposal & Landfill	COVER FOR MAINTAINING LANDFILL ROADS	\$9,013.92
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KNIFE RIVER/JTL	Balefill - Disposal & Landfill	COVER FOR MAINTAINING LANDFILL ROADS	\$3,751.51
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KNIFE RIVER/JTL	Balefill - Disposal & Landfill	COVER FOR MAINTAINING LANDFILL ROADS	\$5,510.62
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<i>KNIFE RIVER/JTL - Total For Balefill - Disposal & Landfill</i>			<i>\$18,276.05</i>
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KNIFE RIVER/JTL	Capital Projects Fund	Construction of Morad Park to	\$39,759.89
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KNIFE RIVER/JTL	Capital Projects Fund	Goodstein Parking Lot Improvem	288,948.27
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<i>KNIFE RIVER/JTL - Total For Capital Projects Fund</i>			<i>\$328,708.16</i>
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KNIFE RIVER/JTL	Streets	Crushed base	\$195.43
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KNIFE RIVER/JTL	Streets	Plant mix	\$590.44
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KNIFE RIVER/JTL	Streets	Plant mix	\$297.54
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KNIFE RIVER/JTL	Streets	Casper mix, short load fee, fiber mesh, fuel surc	\$362.80
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KNIFE RIVER/JTL	Streets	Plant mix	\$466.32
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KNIFE RIVER/JTL	Streets	Crushed base	\$195.43
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KNIFE RIVER/JTL	Streets	Casper mix, fiber mesh & fuel surcharge	\$207.10
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<i>KNIFE RIVER/JTL - Total For Streets</i>			<i>\$2,315.06</i>
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KNIFE RIVER/JTL	Water Distribution	-4 Sand naturals	\$223.20
KNIFE RIVER/JTL	Water Distribution	-4 Sand naturals	\$349.60
KNIFE RIVER/JTL	Water Distribution	-4 Sand naturals	\$407.60
KNIFE RIVER/JTL	Water Distribution	-4 Sand naturals	\$2,170.30
KNIFE RIVER/JTL	Water Distribution	-4 Sand naturals	\$1,295.50

KNIFE RIVER/JTL - Total For Water Distribution \$4,446.20

KNIFE RIVER/JTL - ALL DEPARTMENTS \$353,745.47

KUM&GO 0952 CHEYENNE

KUM&GO 0952 CHEYENNE	City Manager	Fuel back from Cheyenne for WAM summer con	\$50.70
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KUM&GO 0952 CHEYENNE - Total For City Manager \$50.70

KUM&GO 0952 CHEYENNE - ALL DEPARTMENTS \$50.70

LAS MARGARITAS

LAS MARGARITAS	Police Investigations	EATING PLACES, RESTAURANTS	\$11.44
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LAS MARGARITAS - Total For Police Investigations \$11.44

LAS MARGARITAS - ALL DEPARTMENTS \$11.44

LAWSON PRODUCTS INC

LAWSON PRODUCTS INC	Fleet Maintenance Fund	Monthly rental	\$375.00
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LAWSON PRODUCTS INC	Fleet Maintenance Fund	Monthly rental	\$525.00
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LAWSON PRODUCTS INC - Total For Fleet Maintenance Fund \$900.00

LAWSON PRODUCTS INC - ALL DEPARTMENTS \$900.00

LENHART MASON & ASSO

LENHART MASON & ASSO	City Manager	Legal services 11/2020 - 07/2021	\$7,892.50
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LENHART MASON & ASSO - Total For City Manager \$7,892.50

LENHART MASON & ASSO - ALL DEPARTMENTS \$7,892.50

LISA'S SPIC N SPAN

LISA'S SPIC N SPAN	Balefill - Disposal & Landfill	Janitorial service	\$260.00
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LISA'S SPIC N SPAN - Total For Balefill - Disposal & Landfill \$260.00

LISA'S SPIC N SPAN	Refuse - Recycling	Janitorial service	\$60.00
<i>LISA'S SPIC N SPAN - Total For Refuse - Recycling</i>			<i>\$60.00</i>
LISA'S SPIC N SPAN - ALL DEPARTMENTS			\$320.00

LITTLE AMERICA

LITTLE AMERICA	City Manager	Food during WAM summer convention in Cheye	\$9.78
<i>LITTLE AMERICA - Total For City Manager</i>			<i>\$9.78</i>
LITTLE AMERICA - ALL DEPARTMENTS			\$9.78

LOAF N JUG #0105

LOAF N JUG #0105	Police Records	SERVICE STATIONS	\$8.00
<i>LOAF N JUG #0105 - Total For Police Records</i>			<i>\$8.00</i>
LOAF N JUG #0105 - ALL DEPARTMENTS			\$8.00

LOAF N JUG #0119

LOAF N JUG #0119	City Manager	Food during WAM summer convention in Cheye	\$5.78
<i>LOAF N JUG #0119 - Total For City Manager</i>			<i>\$5.78</i>
LOAF N JUG #0119 - ALL DEPARTMENTS			\$5.78

LOUS GLOVES

LOUS GLOVES	WWTP Operations	Gloves	\$1,688.00
<i>LOUS GLOVES - Total For WWTP Operations</i>			<i>\$1,688.00</i>
LOUS GLOVES - ALL DEPARTMENTS			\$1,688.00

LUCKY FINS GRILL

LUCKY FINS GRILL	Sewer Wastewater Collection	meal while at disaster management training	\$27.79
<i>LUCKY FINS GRILL - Total For Sewer Wastewater Collection</i>			<i>\$27.79</i>
LUCKY FINS GRILL - ALL DEPARTMENTS			\$27.79

MAD TRANSPORT&TOWING

MAD TRANSPORT&TOWING	Fleet Maintenance Fund	230076 TOW TO SHOP	\$200.00
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<i>MAD TRANSPORT&TOWING - Total For Fleet Maintenance Fund</i>	\$200.00
MAD TRANSPORT&TOWING - ALL DEPARTMENTS	\$200.00

Manual Check Vendor

Manual Check Vendor	Finance	WY Board of CPA Reciprocal Cert Application	\$225.00
<i>Manual Check Vendor - Total For Finance</i>			<i>\$225.00</i>
Manual Check Vendor - ALL DEPARTMENTS			\$225.00

MCDONALD'S F7608

MCDONALD'S F7608	Police Administration	FAST FOOD RESTAURANTS	\$7.34
<i>MCDONALD'S F7608 - Total For Police Administration</i>			<i>\$7.34</i>
MCDONALD'S F7608 - ALL DEPARTMENTS			\$7.34

MCMASTER-CARR

MCMASTER-CARR	WWTP Operations	Plumbing parts	\$44.30
<i>MCMASTER-CARR - Total For WWTP Operations</i>			<i>\$44.30</i>
MCMASTER-CARR - ALL DEPARTMENTS			\$44.30

MEAD & HUNT INC

MEAD & HUNT INC	Metropolitan Planning Org	One-way to Two-way conversion study	\$20,825.19
<i>MEAD & HUNT INC - Total For Metropolitan Planning Org</i>			<i>\$20,825.19</i>
MEAD & HUNT INC - ALL DEPARTMENTS			\$20,825.19

MEMORIAL HOSPITAL

MEMORIAL HOSPITAL	Property Insurance Fund	occupational health testing	\$280.00
<i>MEMORIAL HOSPITAL - Total For Property Insurance Fund</i>			<i>\$280.00</i>
MEMORIAL HOSPITAL - ALL DEPARTMENTS			\$280.00

MENARDS CASPER WY

MENARDS CASPER WY	Balefill - Baler Processing	BALER BREAK ROOM TABLE FOR RADIOS	\$52.80
<i>MENARDS CASPER WY - Total For Balefill - Baler Processing</i>			<i>\$52.80</i>

MENARDS CASPER WY	Balefill - Diversion & Special	WINDOW AIR CONDITIONER FOR COMPOST SAL	\$369.99
<i>MENARDS CASPER WY - Total For Balefill - Diversion & Special</i>			\$369.99
MENARDS CASPER WY	Buildings & Structures Fund	BAS Shop Tools	\$117.62
MENARDS CASPER WY	Buildings & Structures Fund	Supplies for PD Remodel at Marathon	\$30.36
<i>MENARDS CASPER WY - Total For Buildings & Structures Fund</i>			\$147.98
MENARDS CASPER WY	Cemetery	HOME SUPPLY WAREHOUSE STORES clamps for	\$75.88
<i>MENARDS CASPER WY - Total For Cemetery</i>			\$75.88
MENARDS CASPER WY	Parks - Parks Maint.	HOME SUPPLY WAREHOUSE STORES	\$128.99
MENARDS CASPER WY	Parks - Parks Maint.	Sakrete	\$21.30
<i>MENARDS CASPER WY - Total For Parks - Parks Maint.</i>			\$150.29
MENARDS CASPER WY	Refuse - Commercial	COMB MAINTENANCE AND SMALL TOOLS	\$18.48
<i>MENARDS CASPER WY - Total For Refuse - Commercial</i>			\$18.48
MENARDS CASPER WY	Refuse - Residential	COMB MAINTENANCE AND SMALL TOOLS	\$52.94
<i>MENARDS CASPER WY - Total For Refuse - Residential</i>			\$52.94
MENARDS CASPER WY - ALL DEPARTMENTS			\$868.36

MICHAELSFENCE&SUPPLY

MICHAELSFENCE&SUPPLY	Parks - Parks Maint.	Bollards for 1st & Center Parking Lot	\$244.52
<i>MICHAELSFENCE&SUPPLY - Total For Parks - Parks Maint.</i>			\$244.52
MICHAELSFENCE&SUPPLY - ALL DEPARTMENTS			\$244.52

MICHIGAN COMPANY

MICHIGAN COMPANY	Rec Center - Operations	Blades/Squeegee	\$55.63
<i>MICHIGAN COMPANY - Total For Rec Center - Operations</i>			\$55.63
MICHIGAN COMPANY - ALL DEPARTMENTS			\$55.63

MIDLAND SCIENTIFIC I

MIDLAND SCIENTIFIC I	WWTP Operations	Lab supplies	\$298.50
MIDLAND SCIENTIFIC I	WWTP Operations	Lab supplies	\$202.37
MIDLAND SCIENTIFIC I	WWTP Operations	Lab supplies	\$137.28
MIDLAND SCIENTIFIC I	WWTP Operations	Lab supplies	\$328.63
<i>MIDLAND SCIENTIFIC I - Total For WWTP Operations</i>			\$966.78

MIDLAND SCIENTIFIC I - ALL DEPARTMENTS \$966.78

ML AUTOMOTIVE

ML AUTOMOTIVE Fleet Maintenance Fund Vehicle alignment \$130.00

ML AUTOMOTIVE Fleet Maintenance Fund Vehicle alignment \$130.00

ML AUTOMOTIVE - Total For Fleet Maintenance Fund \$260.00

ML AUTOMOTIVE - ALL DEPARTMENTS \$260.00

MOBILE CONCRETE, INC

MOBILE CONCRETE, INC Capital Projects Fund Concrete work \$316.00

MOBILE CONCRETE, INC - Total For Capital Projects Fund \$316.00

MOBILE CONCRETE, INC - ALL DEPARTMENTS \$316.00

MONTANA SEALS AND PA

MONTANA SEALS AND PA WWTP Operations Packing set \$1,334.92

MONTANA SEALS AND PA - Total For WWTP Operations \$1,334.92

MONTANA SEALS AND PA - ALL DEPARTMENTS \$1,334.92

MOTION AND FLOW CONT

MOTION AND FLOW CONT Balefill - Baler Processing Cylinder repair \$1,585.06

MOTION AND FLOW CONT Balefill - Baler Processing High pressure repair \$348.90

MOTION AND FLOW CONT - Total For Balefill - Baler Processing \$1,933.96

MOTION AND FLOW CONT - ALL DEPARTMENTS \$1,933.96

MOTOROLA SOLUTIONS

MOTOROLA SOLUTIONS Public Safety Communication Users conference advance registration \$10,647.00

MOTOROLA SOLUTIONS - Total For Public Safety Communications \$10,647.00

MOTOROLA SOLUTIONS - ALL DEPARTMENTS \$10,647.00

MOUNTAIN STATES

MOUNTAIN STATES Balefill - Disposal & Landfill Vinyl stickers \$38.72

<i>MOUNTAIN STATES - Total For Balefill - Disposal & Landfill</i>			\$38.72
MOUNTAIN STATES	Human Resources	Business cards	\$48.17
<i>MOUNTAIN STATES - Total For Human Resources</i>			\$48.17
MOUNTAIN STATES	Risk Management	Business cards	\$64.22
<i>MOUNTAIN STATES - Total For Risk Management</i>			\$64.22
MOUNTAIN STATES	Water Meters	Meter installation	\$102.98
<i>MOUNTAIN STATES - Total For Water Meters</i>			\$102.98
MOUNTAIN STATES - ALL DEPARTMENTS			\$254.09

MOUNTAIN STATES PIPE

MOUNTAIN STATES PIPE	Water Revenue and Transfers ITRON ERTS		(\$72.00)
MOUNTAIN STATES PIPE	Water Revenue and Transfers ITRON ERTS		\$6,455.52
<i>MOUNTAIN STATES PIPE - Total For Water Revenue and Transfers</i>			\$6,383.52
MOUNTAIN STATES PIPE - ALL DEPARTMENTS			\$6,383.52

MOUNTAIN WEST TELEPH

MOUNTAIN WEST TELEPH	Buildings & Structures Fund	Acct #13502	\$49.95
<i>MOUNTAIN WEST TELEPH - Total For Buildings & Structures Fund</i>			\$49.95
MOUNTAIN WEST TELEPH	Hogadon - Operations	Guest Internet	\$49.95
<i>MOUNTAIN WEST TELEPH - Total For Hogadon - Operations</i>			\$49.95
MOUNTAIN WEST TELEPH - ALL DEPARTMENTS			\$99.90

MTNSTATEEM

MTNSTATEEM	Municipal Court	EMPLOYMENT AGENCIES, TEMPORARY HELP SU	\$1,150.00
<i>MTNSTATEEM - Total For Municipal Court</i>			\$1,150.00
MTNSTATEEM - ALL DEPARTMENTS			\$1,150.00

MURDOCH'S RANCH&HOME

MURDOCH'S RANCH&HOM	Balefill - Baler Processing	TOOLS FOR BALER BUILDING	\$74.97
<i>MURDOCH'S RANCH&HOME - Total For Balefill - Baler Processing</i>			\$74.97
MURDOCH'S RANCH&HOM	Balefill - Disposal & Landfill	NEW FUEL HOSE FOR TANK 141422	\$92.98
<i>MURDOCH'S RANCH&HOME - Total For Balefill - Disposal & Landfill</i>			\$92.98
MURDOCH'S RANCH&HOM	Cemetery	MISCELLANEOUS RETURN SPRAYER AND TRADE	(\$19.00)

<i>MURDOCH'S RANCH&HOME - Total For Cemetery</i>			<i>(\$19.00)</i>
MURDOCH'S RANCH&HOM	Fire-EMS Operations	Tools for Brush 5	\$69.97
<i>MURDOCH'S RANCH&HOME - Total For Fire-EMS Operations</i>			<i>\$69.97</i>
MURDOCH'S RANCH&HOM	Fire-EMS Prevent & Inspect	Magnetic Flag Holder	\$11.99
<i>MURDOCH'S RANCH&HOME - Total For Fire-EMS Prevent & Inspect</i>			<i>\$11.99</i>
MURDOCH'S RANCH&HOM	Metro Animal Shelter	MISCELLANEOUS AND RETAIL STORES	\$28.98
<i>MURDOCH'S RANCH&HOME - Total For Metro Animal Shelter</i>			<i>\$28.98</i>
MURDOCH'S RANCH&HOM	Water Distribution	DIESEL TRUCK DEF	\$143.88
<i>MURDOCH'S RANCH&HOME - Total For Water Distribution</i>			<i>\$143.88</i>
MURDOCH'S RANCH&HOM	Weed & Pest Fund	2" Semi-trash water pump	\$499.99
<i>MURDOCH'S RANCH&HOME - Total For Weed & Pest Fund</i>			<i>\$499.99</i>
MURDOCH'S RANCH&HOME - ALL DEPARTMENTS			\$903.76

NAPA AUTO PARTS CORP

NAPA AUTO PARTS CORP	Balefill - Baler Processing	Portacool pads	\$700.00
NAPA AUTO PARTS CORP	Balefill - Baler Processing	Portacool for baler	\$1,999.00
<i>NAPA AUTO PARTS CORP - Total For Balefill - Baler Processing</i>			<i>\$2,699.00</i>
NAPA AUTO PARTS CORP	City Council	July 2021 Stmt	\$643.22
<i>NAPA AUTO PARTS CORP - Total For City Council</i>			<i>\$643.22</i>
NAPA AUTO PARTS CORP	Fleet Maintenance Fund	July 2021 Stmt	103,971.74
NAPA AUTO PARTS CORP	Fleet Maintenance Fund	July 2021 Stmt	\$13,045.70
NAPA AUTO PARTS CORP	Fleet Maintenance Fund	July 2021 Stmt	\$886.21
NAPA AUTO PARTS CORP	Fleet Maintenance Fund	July 2021 Stmt	\$6,061.91
NAPA AUTO PARTS CORP	Fleet Maintenance Fund	July 2021 Stmt	\$2,239.94
<i>NAPA AUTO PARTS CORP - Total For Fleet Maintenance Fund</i>			<i>\$126,205.50</i>
NAPA AUTO PARTS CORP	Golf - Operations	AUTOMOTIVE PARTS, ACCESSORIES STORES	\$149.99
<i>NAPA AUTO PARTS CORP - Total For Golf - Operations</i>			<i>\$149.99</i>
NAPA AUTO PARTS CORP	Parks - Parks Maint.	Bolt for mower	\$1.69
<i>NAPA AUTO PARTS CORP - Total For Parks - Parks Maint.</i>			<i>\$1.69</i>
NAPA AUTO PARTS CORP	Regional Water Operations	Gasket Material for GWHS #1	\$23.90
NAPA AUTO PARTS CORP	Regional Water Operations	Gasket Material for GWHS #1	\$13.38
<i>NAPA AUTO PARTS CORP - Total For Regional Water Operations</i>			<i>\$37.28</i>
NAPA AUTO PARTS CORP	Water Distribution	Silicone for line laying	\$61.45
<i>NAPA AUTO PARTS CORP - Total For Water Distribution</i>			<i>\$61.45</i>
NAPA AUTO PARTS CORP	WWTP Operations	Filters	\$14.98

NAPA AUTO PARTS CORP - Total For WWTP Operations \$14.98

NAPA AUTO PARTS CORP - ALL DEPARTMENTS \$129,813.11

NIC INDUSTRIES INC

NIC INDUSTRIES INC Police Career Services DURABLE GOODS,NOT ELSEWHERE CLASSIFIED \$316.93

NIC INDUSTRIES INC - Total For Police Career Services \$316.93

NIC INDUSTRIES INC - ALL DEPARTMENTS \$316.93

NICKERSON CO INC.

NICKERSON CO INC. Hogadon - Operations Machine repair - materials/labor \$1,208.65

NICKERSON CO INC. - Total For Hogadon - Operations \$1,208.65

NICKERSON CO INC. - ALL DEPARTMENTS \$1,208.65

NOLAND FEED

NOLAND FEED Metro Animal Shelter MISCELLANEOUS AND RETAIL STORES \$433.85

NOLAND FEED - Total For Metro Animal Shelter \$433.85

NOLAND FEED Police Canine Operations MISCELLANEOUS AND RETAIL STORES \$54.23

NOLAND FEED - Total For Police Canine Operations \$54.23

NOLAND FEED - ALL DEPARTMENTS \$488.08

NORCO, INC.

NORCO, INC. Aquatics - Operations Gas monitors for Aquatics confined space entry \$217.30

NORCO, INC. - Total For Aquatics - Operations \$217.30

NORCO, INC. Cemetery NORCO CEMETERY CLEANING SUPLIES AND SAF \$364.42

NORCO, INC. - Total For Cemetery \$364.42

NORCO, INC. Fire-EMS Operations EMS Gloves \$571.20

NORCO, INC. - Total For Fire-EMS Operations \$571.20

NORCO, INC. Fleet Maintenance Fund July 2021 cylinder rental \$145.08

NORCO, INC. - Total For Fleet Maintenance Fund \$145.08

NORCO, INC. Metro Animal Shelter LAB/MEDICAL/DENTAL/OPHTHALMIC HOSPITAL \$370.15

NORCO, INC. Metro Animal Shelter LAB/MEDICAL/DENTAL/OPHTHALMIC HOSPITAL \$43.40

NORCO, INC. Metro Animal Shelter LAB/MEDICAL/DENTAL/OPHTHALMIC HOSPITAL \$180.80

NORCO, INC. - Total For Metro Animal Shelter \$594.35

NORCO, INC.	Parks - Parks Maint.	Safety PPE and first aid kits	\$78.99
<i>NORCO, INC. - Total For Parks - Parks Maint.</i>			<i>\$78.99</i>
NORCO, INC.	Risk Management	Gas monitors for Aquatics confined space entry	\$1,955.77
<i>NORCO, INC. - Total For Risk Management</i>			<i>\$1,955.77</i>
NORCO, INC.	Sewer Wastewater Collection	safety supplies	\$69.13
<i>NORCO, INC. - Total For Sewer Wastewater Collection</i>			<i>\$69.13</i>
NORCO, INC.	Water Distribution	Chop saw blade	\$108.67
<i>NORCO, INC. - Total For Water Distribution</i>			<i>\$108.67</i>
NORCO, INC.	WWTP Operations	Lens cleaner	\$32.40
NORCO, INC.	WWTP Operations	Acetylene	\$39.94
NORCO, INC.	WWTP Operations	Lime	\$865.00
<i>NORCO, INC. - Total For WWTP Operations</i>			<i>\$937.34</i>
NORCO, INC. - ALL DEPARTMENTS			\$5,042.25

NORTHERN LIGHTS MANU

NORTHERN LIGHTS MANU	Refuse - Residential	Cylinder replacement	\$2,000.00
<i>NORTHERN LIGHTS MANU - Total For Refuse - Residential</i>			<i>\$2,000.00</i>
NORTHERN LIGHTS MANU - ALL DEPARTMENTS			\$2,000.00

NORTHROP BOILER WORK

NORTHROP BOILER WORK	WWTP Operations	Gasket material	\$61.25
<i>NORTHROP BOILER WORK - Total For WWTP Operations</i>			<i>\$61.25</i>
NORTHROP BOILER WORK - ALL DEPARTMENTS			\$61.25

NORTHWEST CONTRACTOR

NORTHWEST CONTRACTOR	Balefill - Baler Processing	Tools & supplies	\$182.73
<i>NORTHWEST CONTRACTOR - Total For Balefill - Baler Processing</i>			<i>\$182.73</i>
NORTHWEST CONTRACTOR	Traffic Control	Crayons for 1st & Center lot layout	\$15.84
<i>NORTHWEST CONTRACTOR - Total For Traffic Control</i>			<i>\$15.84</i>
NORTHWEST CONTRACTOR	Water Distribution	Pin flags	\$58.88
NORTHWEST CONTRACTOR	Water Distribution	Replacement sharpshooter	\$36.48
NORTHWEST CONTRACTOR	Water Distribution	Form oil & shovel	\$109.87
<i>NORTHWEST CONTRACTOR - Total For Water Distribution</i>			<i>\$205.23</i>

NORTHWEST CONTRACTOR - ALL DEPARTMENTS \$403.80

NYPD PIZZA OF LAKE C

NYPD PIZZA OF LAKE C Police Career Services EATING PLACES, RESTAURANTS \$111.50

NYPD PIZZA OF LAKE C - Total For Police Career Services \$111.50

NYPD PIZZA OF LAKE C - ALL DEPARTMENTS \$111.50

O J WATSON CO INC

O J WATSON CO INC Fleet Maintenance Fund remote for 660317, excess shipping refunded on \$2,007.25

O J WATSON CO INC - Total For Fleet Maintenance Fund \$2,007.25

O J WATSON CO INC - ALL DEPARTMENTS \$2,007.25

OFFICE DEPOT

OFFICE DEPOT Human Resources 2 expandable 12 month file folders, 1 legal size \$34.63

OFFICE DEPOT - Total For Human Resources \$34.63

OFFICE DEPOT - ALL DEPARTMENTS \$34.63

OLSON AUTOBODY & COL

OLSON AUTOBODY & COL Fleet Maintenance Fund 101303 INS CLAIM \$260.00

OLSON AUTOBODY & COL - Total For Fleet Maintenance Fund \$260.00

OLSON AUTOBODY & COL - ALL DEPARTMENTS \$260.00

ONE CALL OF WY.

ONE CALL OF WY. Parks - Parks Maint. Tickets for July \$99.00

ONE CALL OF WY. - Total For Parks - Parks Maint. \$99.00

ONE CALL OF WY. Sewer Wastewater Collection Tickets for July 2021 \$434.70

ONE CALL OF WY. - Total For Sewer Wastewater Collection \$434.70

ONE CALL OF WY. Traffic Control Tickets for July 2021 \$187.50

ONE CALL OF WY. - Total For Traffic Control \$187.50

ONE CALL OF WY. Water Distribution Tickets for July 2021 \$531.30

ONE CALL OF WY. - Total For Water Distribution \$531.30

ONE CALL OF WY. - ALL DEPARTMENTS

\$1,252.50

O'REILLY AUTO PARTS

O'REILLY AUTO PARTS	Balefill - Disposal & Landfill	BATTERY CABLES FOR FUEL TRAILER	\$31.76
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<i>O'REILLY AUTO PARTS - Total For Balefill - Disposal & Landfill</i>			\$31.76
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O'REILLY AUTO PARTS	Refuse - Commercial	AIR BLOW GUN FOR TRUCK BARN	\$5.99
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<i>O'REILLY AUTO PARTS - Total For Refuse - Commercial</i>			\$5.99
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O'REILLY AUTO PARTS - ALL DEPARTMENTS			\$37.75
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ORKIN LLC 002

ORKIN LLC 002	Hogadon - Operations	DISINFECTING AND EXTERMINATING SERVICES	\$257.94
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<i>ORKIN LLC 002 - Total For Hogadon - Operations</i>			\$257.94
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ORKIN LLC 002 - ALL DEPARTMENTS			\$257.94
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OVERHEAD DOOR CO

OVERHEAD DOOR CO	Buildings & Structures Fund	Door repair - materials/labor	\$373.34
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OVERHEAD DOOR CO	Buildings & Structures Fund	Door repair - materials/labor	\$215.60
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OVERHEAD DOOR CO	Buildings & Structures Fund	Door repair	\$90.00
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<i>OVERHEAD DOOR CO - Total For Buildings & Structures Fund</i>			\$678.94
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OVERHEAD DOOR CO - ALL DEPARTMENTS			\$678.94
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OVERHEAD DOOR OF CAS

OVERHEAD DOOR OF CAS	Hogadon - Operations	repairs to door #4 shop	\$879.06
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<i>OVERHEAD DOOR OF CAS - Total For Hogadon - Operations</i>			\$879.06
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OVERHEAD DOOR OF CAS - ALL DEPARTMENTS			\$879.06
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PACE ANALYTICAL SERV

PACE ANALYTICAL SERV	WWTP Pretreatment	TESTING LABORATORIES	\$150.00
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<i>PACE ANALYTICAL SERV - Total For WWTP Pretreatment</i>			\$150.00
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PACE ANALYTICAL SERV - ALL DEPARTMENTS			\$150.00
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PAPA JOHN'S #1393

PAPA JOHN'S #1393	Rec Center - Classes	Summer Camp	\$198.77
<i>PAPA JOHN'S #1393 - Total For Rec Center - Classes</i>			<i>\$198.77</i>
PAPA JOHN'S #1393 - ALL DEPARTMENTS			\$198.77

PEDEN'S INC

PEDEN'S INC	Balefill - Disposal & Landfill	Embroidery service	\$230.00
<i>PEDEN'S INC - Total For Balefill - Disposal & Landfill</i>			<i>\$230.00</i>
PEDEN'S INC - ALL DEPARTMENTS			\$230.00

PETCO 1456

PETCO 1456	Metro Animal Shelter	PET SHOPS-PET FOOD AND SUPPLY STORES	\$48.98
PETCO 1456	Metro Animal Shelter	PET SHOPS-PET FOOD AND SUPPLY STORES	\$29.98
<i>PETCO 1456 - Total For Metro Animal Shelter</i>			<i>\$78.96</i>
PETCO 1456 - ALL DEPARTMENTS			\$78.96

PIZZA RANCH CASPER

PIZZA RANCH CASPER	Balefill - Baler Processing	BALER BUILDING TEAM MEETING	\$228.75
<i>PIZZA RANCH CASPER - Total For Balefill - Baler Processing</i>			<i>\$228.75</i>
PIZZA RANCH CASPER - ALL DEPARTMENTS			\$228.75

POPEYES 2187

POPEYES 2187	Police Career Services	FAST FOOD RESTAURANTS	\$12.76
POPEYES 2187	Police Career Services	FAST FOOD RESTAURANTS	\$6.38
POPEYES 2187	Police Career Services	FAST FOOD RESTAURANTS	\$11.17
<i>POPEYES 2187 - Total For Police Career Services</i>			<i>\$30.31</i>
POPEYES 2187 - ALL DEPARTMENTS			\$30.31

PORTER, MUIRHEAD, CO

PORTER, MUIRHEAD, CO	Finance	2022 Audit Fees	\$20,000.00
<i>PORTER, MUIRHEAD, CO - Total For Finance</i>			<i>\$20,000.00</i>

PORTER, MUIRHEAD, CO - ALL DEPARTMENTS

\$20,000.00

POSITIVE PROMOTIONS

POSITIVE PROMOTIONS	Police Administration	DURABLE GOODS,NOT ELSEWHERE CLASSIFIED	\$485.22
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<i>POSITIVE PROMOTIONS - Total For Police Administration</i>			\$485.22
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POSITIVE PROMOTIONS - ALL DEPARTMENTS			\$485.22
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POSTAL PROS, INC.

POSTAL PROS, INC.	Customer Service	Postage / mailing service	\$3,336.04
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POSTAL PROS, INC.	Customer Service	Postage / mailing service	\$1,772.68
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POSTAL PROS, INC.	Customer Service	Postage / mailing service	\$1,648.98
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POSTAL PROS, INC.	Customer Service	Postage / mailing service	\$2,916.07
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POSTAL PROS, INC.	Customer Service	Postage / mailing service	\$3,009.13
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POSTAL PROS, INC.	Customer Service	Postage / mailing service	\$2,220.01
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POSTAL PROS, INC.	Customer Service	Postage / mailing service	\$2,900.25
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POSTAL PROS, INC.	Customer Service	Postage / mailing service	\$266.67
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POSTAL PROS, INC.	Customer Service	Postage / mailing service	\$2,781.30
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<i>POSTAL PROS, INC. - Total For Customer Service</i>			\$20,851.13
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POSTAL PROS, INC.	Water Revenue and Transfers	Postage / mailing service	\$1,050.00
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<i>POSTAL PROS, INC. - Total For Water Revenue and Transfers</i>			\$1,050.00
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POSTAL PROS, INC. - ALL DEPARTMENTS			\$21,901.13
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POWERPHONE INC

POWERPHONE INC	Public Safety Communication	Renew PowerPhone EMD service	\$7,141.00
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<i>POWERPHONE INC - Total For Public Safety Communications</i>			\$7,141.00
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POWERPHONE INC - ALL DEPARTMENTS			\$7,141.00
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PRINTWORKS

PRINTWORKS	Planning	Printing service	\$274.54
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<i>PRINTWORKS - Total For Planning</i>			\$274.54
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PRINTWORKS - ALL DEPARTMENTS			\$274.54
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PROFESSIONAL CLEANIN

PROFESSIONAL CLEANIN	WWTP Operations	July 2021 cleaning services	\$1,395.00
<i>PROFESSIONAL CLEANIN - Total For WWTP Operations</i>			<i>\$1,395.00</i>
PROFESSIONAL CLEANIN - ALL DEPARTMENTS			\$1,395.00

PRO-TEC AUTO BODY

PRO-TEC AUTO BODY	Fleet Maintenance Fund	Vehicle repairs	\$9,689.35
<i>PRO-TEC AUTO BODY - Total For Fleet Maintenance Fund</i>			<i>\$9,689.35</i>
PRO-TEC AUTO BODY - ALL DEPARTMENTS			\$9,689.35

PURVIS INDUSTRIES

PURVIS INDUSTRIES	WWTP Operations	Hose fittings	\$200.89
<i>PURVIS INDUSTRIES - Total For WWTP Operations</i>			<i>\$200.89</i>
PURVIS INDUSTRIES - ALL DEPARTMENTS			\$200.89

QUALITY OFFICE SOLUT

QUALITY OFFICE SOLUT	Engineering	STATIONERY,OFFICE SUPPLIES,PRINTING AND	\$41.26
QUALITY OFFICE SOLUT	Engineering	STATIONERY,OFFICE SUPPLIES,PRINTING AND	\$1,046.21
<i>QUALITY OFFICE SOLUT - Total For Engineering</i>			<i>\$1,087.47</i>
QUALITY OFFICE SOLUT	Human Resources	4, 1.5" ring notebook binders	\$7.76
<i>QUALITY OFFICE SOLUT - Total For Human Resources</i>			<i>\$7.76</i>
QUALITY OFFICE SOLUT	River Volunteer Events	STATIONERY,OFFICE SUPPLIES,PRINTING AND	\$139.51
<i>QUALITY OFFICE SOLUT - Total For River Volunteer Events</i>			<i>\$139.51</i>
QUALITY OFFICE SOLUT	Sewer Administration	STATIONERY,OFFICE SUPPLIES,PRINTING AND	\$104.61
<i>QUALITY OFFICE SOLUT - Total For Sewer Administration</i>			<i>\$104.61</i>
QUALITY OFFICE SOLUT	Water Administration	STATIONERY,OFFICE SUPPLIES,PRINTING AND	\$104.62
<i>QUALITY OFFICE SOLUT - Total For Water Administration</i>			<i>\$104.62</i>
QUALITY OFFICE SOLUT - ALL DEPARTMENTS			\$1,443.97

RACETRAC2317

RACETRAC2317	Police Career Services	AUTOMATED FUEL DISPENSERS	\$24.00
<i>RACETRAC2317 - Total For Police Career Services</i>			<i>\$24.00</i>

RACETRAC2317 - ALL DEPARTMENTS \$24.00

RAILROAD MGMT CO III

RAILROAD MGMT CO III Sewer Administration License fees \$284.85

RAILROAD MGMT CO III - Total For Sewer Administration \$284.85

RAILROAD MGMT CO III - ALL DEPARTMENTS \$284.85

REEVES COMPANY INC

REEVES COMPANY INC Police Administration HARDWARE EQUIPMENT AND SUPPLIES \$70.49

REEVES COMPANY INC Police Administration HARDWARE EQUIPMENT AND SUPPLIES \$70.49

REEVES COMPANY INC - Total For Police Administration \$140.98

REEVES COMPANY INC - ALL DEPARTMENTS \$140.98

REI MATTHEW BENDER

REI MATTHEW BENDER Municipal Court ALL OTHER DIRECT MARKETERS \$562.92

REI MATTHEW BENDER - Total For Municipal Court \$562.92

REI MATTHEW BENDER - ALL DEPARTMENTS \$562.92

RESPOND FIRST AID OF

RESPOND FIRST AID OF WWTP Operations First Aid Kit supplies \$170.45

RESPOND FIRST AID OF - Total For WWTP Operations \$170.45

RESPOND FIRST AID OF - ALL DEPARTMENTS \$170.45

RESTREAM, INC.

RESTREAM, INC. Police Administration COMPUTER SOFTWARE STORES \$19.00

RESTREAM, INC. - Total For Police Administration \$19.00

RESTREAM, INC. - ALL DEPARTMENTS \$19.00

REVIVAL ANIMAL HEALT

REVIVAL ANIMAL HEALT Metro Animal Shelter PET SHOPS-PET FOOD AND SUPPLY STORES \$255.49

REVIVAL ANIMAL HEALT - Total For Metro Animal Shelter \$255.49

REVIVAL ANIMAL HEALT - ALL DEPARTMENTS \$255.49

REXEL 3212

REXEL 3212 WWTP Operations Controllogix AC Power supply \$1,062.08

REXEL 3212 - Total For WWTP Operations \$1,062.08

REXEL 3212 - ALL DEPARTMENTS \$1,062.08

REXEL USA INC

REXEL USA INC Balefill - Baler Processing Dual element fuse \$107.49

REXEL USA INC - Total For Balefill - Baler Processing \$107.49

REXEL USA INC - ALL DEPARTMENTS \$107.49

RICOH USA INC

RICOH USA INC Code Enforcement Copier usage \$19.35

RICOH USA INC - Total For Code Enforcement \$19.35

RICOH USA INC Metropolitan Planning Org July 2021 copier usage charge \$306.37

RICOH USA INC - Total For Metropolitan Planning Org \$306.37

RICOH USA INC - ALL DEPARTMENTS \$325.72

RIDLEY'S 1132

RIDLEY'S 1132 Municipal Court GROCERY STORES, SUPERMARKETS \$38.74

RIDLEY'S 1132 Municipal Court GROCERY STORES, SUPERMARKETS \$51.41

RIDLEY'S 1132 - Total For Municipal Court \$90.15

RIDLEY'S 1132 - ALL DEPARTMENTS \$90.15

RMI CASPER

RMI CASPER WWTP Operations Sensor \$348.00

RMI CASPER - Total For WWTP Operations \$348.00

RMI CASPER - ALL DEPARTMENTS \$348.00

Rocky Mountain

Rocky Mountain	Regional Water Operations	Liquid Oxygen 30288821	\$3,826.90
<i>Rocky Mountain - Total For Regional Water Operations</i>			<i>\$3,826.90</i>
Rocky Mountain - ALL DEPARTMENTS			\$3,826.90

ROCKY MOUNTAIN POWER

ROCKY MOUNTAIN POWER	City Center Building	Acct #54730761-093 1	\$904.25
<i>ROCKY MOUNTAIN POWER - Total For City Center Building</i>			<i>\$904.25</i>
ROCKY MOUNTAIN POWER	City Hall	Acct #54730761-093 1	\$4,513.63
<i>ROCKY MOUNTAIN POWER - Total For City Hall</i>			<i>\$4,513.63</i>
ROCKY MOUNTAIN POWER	Fire-EMS Administration	Acct #54730761-097 2	\$2,434.65
<i>ROCKY MOUNTAIN POWER - Total For Fire-EMS Administration</i>			<i>\$2,434.65</i>
ROCKY MOUNTAIN POWER	Ft. Caspar Museum	Acct #54730761-098 0	\$942.83
<i>ROCKY MOUNTAIN POWER - Total For Ft. Caspar Museum</i>			<i>\$942.83</i>
ROCKY MOUNTAIN POWER	Golf - Operations	Acct #54730761-099 8	\$5,352.90
<i>ROCKY MOUNTAIN POWER - Total For Golf - Operations</i>			<i>\$5,352.90</i>
ROCKY MOUNTAIN POWER	Hogadon - Operations	Acct #54730761-126 9	\$1,937.02
<i>ROCKY MOUNTAIN POWER - Total For Hogadon - Operations</i>			<i>\$1,937.02</i>
ROCKY MOUNTAIN POWER	Marathon Building	Acct #54730761-093 1	\$399.68
<i>ROCKY MOUNTAIN POWER - Total For Marathon Building</i>			<i>\$399.68</i>
ROCKY MOUNTAIN POWER	Miller St. Dormitory	Acct #54730761-093 1	\$47.67
<i>ROCKY MOUNTAIN POWER - Total For Miller St. Dormitory</i>			<i>\$47.67</i>
ROCKY MOUNTAIN POWER	Parks - Athletic Maint.	Acct #54730761-093 1	\$1,593.33
<i>ROCKY MOUNTAIN POWER - Total For Parks - Athletic Maint.</i>			<i>\$1,593.33</i>
ROCKY MOUNTAIN POWER	Public Transit - Operations	Acct #54730761-156 6	\$214.83
<i>ROCKY MOUNTAIN POWER - Total For Public Transit - Operations</i>			<i>\$214.83</i>
ROCKY MOUNTAIN POWER	Water Distribution	Acct #54730761-107 9	\$33,273.04
<i>ROCKY MOUNTAIN POWER - Total For Water Distribution</i>			<i>\$33,273.04</i>
ROCKY MOUNTAIN POWER	Water Tanks	Acct #54730761-135 0	\$86.40
<i>ROCKY MOUNTAIN POWER - Total For Water Tanks</i>			<i>\$86.40</i>
ROCKY MOUNTAIN POWER	WWTP Operations	Acct #54730761-004 8	\$183.00
<i>ROCKY MOUNTAIN POWER - Total For WWTP Operations</i>			<i>\$183.00</i>
ROCKY MOUNTAIN POWER - ALL DEPARTMENTS			\$51,883.23

Router

Router	Golf - Operations	Portable restroom rental	\$621.00
<i>Router - Total For Golf - Operations</i>			<i>\$621.00</i>
Router	Hogadon - Operations	Grease trap pump	\$875.00
<i>Router - Total For Hogadon - Operations</i>			<i>\$875.00</i>
Router	Parks - Parks Maint.	Porta-John from R&R	\$227.25
Router	Parks - Parks Maint.	Porta-John from R&R	\$292.22
Router	Parks - Parks Maint.	Porta-John from R&R	\$104.40
Router	Parks - Parks Maint.	Porta-John from R&R	\$208.80
Router	Parks - Parks Maint.	Porta-John from R&R	\$987.14
Router	Parks - Parks Maint.	Porta-John from R&R	\$67.78
Router	Parks - Parks Maint.	Porta-John from R&R	\$104.40
Router	Parks - Parks Maint.	Porta-John from R&R	\$331.65
Router	Parks - Parks Maint.	Porta-John from R&R	\$331.65
Router	Parks - Parks Maint.	Porta-John from R&R	\$540.45
Router	Parks - Parks Maint.	Porta-John from R&R	\$162.28
Router	Parks - Parks Maint.	Porta-John from R&R	\$331.65
Router	Parks - Parks Maint.	Porta-John from R&R	\$20.29
Router	Parks - Parks Maint.	Porta-John from R&R	\$433.24
Router	Parks - Parks Maint.	Porta-John from R&R	\$104.40
Router	Parks - Parks Maint.	Porta-John from R&R	\$227.25
Router	Parks - Parks Maint.	Porta-John from R&R	\$227.25
Router	Parks - Parks Maint.	Porta-John from R&R	\$162.28
<i>Router - Total For Parks - Parks Maint.</i>			<i>\$4,864.38</i>
Router - ALL DEPARTMENTS			\$6,360.38

ROSEN HOTELS SHNGL C

ROSEN HOTELS SHNGL C	Police Career Services	ROSEN HOTELS & RESORTS	\$810.00
ROSEN HOTELS SHNGL C	Police Career Services	ROSEN HOTELS & RESORTS	\$894.40
<i>ROSEN HOTELS SHNGL C - Total For Police Career Services</i>			<i>\$1,704.40</i>
ROSEN HOTELS SHNGL C - ALL DEPARTMENTS			\$1,704.40

ROSEN SHINGLE MI CAS

ROSEN SHINGLE MI CAS	Police Career Services	EATING PLACES, RESTAURANTS	\$48.09
ROSEN SHINGLE MI CAS	Police Career Services	EATING PLACES, RESTAURANTS	\$11.00

ROSEN SHINGLE MI CAS - Total For Police Career Services \$59.09

ROSEN SHINGLE MI CAS - ALL DEPARTMENTS \$59.09

ROSEN SHNGL 18 MONRO

ROSEN SHNGL 18 MONRO Police Career Services FAST FOOD RESTAURANTS \$13.85

ROSEN SHNGL 18 MONRO Police Career Services FAST FOOD RESTAURANTS \$11.77

ROSEN SHNGL 18 MONRO Police Career Services FAST FOOD RESTAURANTS \$4.66

ROSEN SHNGL 18 MONRO - Total For Police Career Services \$30.28

ROSEN SHNGL 18 MONRO - ALL DEPARTMENTS \$30.28

ROSEN SHNGL CAFE OSC

ROSEN SHNGL CAFE OSC Police Career Services EATING PLACES, RESTAURANTS \$19.45

ROSEN SHNGL CAFE OSC Police Career Services EATING PLACES, RESTAURANTS \$62.76

ROSEN SHNGL CAFE OSC Police Career Services EATING PLACES, RESTAURANTS \$38.89

ROSEN SHNGL CAFE OSC - Total For Police Career Services \$121.10

ROSEN SHNGL CAFE OSC - ALL DEPARTMENTS \$121.10

RUSSELL INDUSTRIES I

RUSSELL INDUSTRIES I WWTP Operations Valve \$707.55

RUSSELL INDUSTRIES I - Total For WWTP Operations \$707.55

RUSSELL INDUSTRIES I - ALL DEPARTMENTS \$707.55

SALTUS TECHNOLOGIES,

SALTUS TECHNOLOGIES, Capital Projects Fund Purchase 24 Ticket Printers \$29,488.72

SALTUS TECHNOLOGIES, - Total For Capital Projects Fund \$29,488.72

SALTUS TECHNOLOGIES, - ALL DEPARTMENTS \$29,488.72

SAMS CLUB #6425

SAMS CLUB #6425 Balefill - Baler Processing AIR FRESHENERS FOR BALER LOCKER ROOM \$15.96

SAMS CLUB #6425 Balefill - Baler Processing BALER AND SCALE HOUSE SUPPLIES \$63.92

SAMS CLUB #6425 - Total For Balefill - Baler Processing \$79.88

SAMS CLUB #6425 Balefill - Disposal & Landfill BALER AND SCALE HOUSE SUPPLIES \$22.72

<i>SAMS CLUB #6425 - Total For Balefill - Disposal & Landfill</i>			\$22.72
SAMS CLUB #6425	Fleet Maintenance Fund	WATER DISPENSER CUPS	\$10.78
<i>SAMS CLUB #6425 - Total For Fleet Maintenance Fund</i>			\$10.78
SAMS CLUB #6425	Rec Center - Admin	CLOROX WIPES AND FILE BOXES	\$34.96
<i>SAMS CLUB #6425 - Total For Rec Center - Admin</i>			\$34.96
SAMS CLUB #6425	Rec Center - Operations	CLOROX WIPES AND FILE BOXES	\$14.98
<i>SAMS CLUB #6425 - Total For Rec Center - Operations</i>			\$14.98
SAMS CLUB #6425 - ALL DEPARTMENTS			\$163.32

SAMSCLUB #6425

SAMSCLUB #6425	Aquatics - Concessions	Concession Supplies	\$68.32
SAMSCLUB #6425	Aquatics - Concessions	Concession Supplies	\$157.10
SAMSCLUB #6425	Aquatics - Concessions	Concession Supplies	\$18.96
<i>SAMSCLUB #6425 - Total For Aquatics - Concessions</i>			\$244.38
SAMSCLUB #6425	Balefill - Disposal & Landfill	MEMBERSHIP RENEWALS	\$298.82
<i>SAMSCLUB #6425 - Total For Balefill - Disposal & Landfill</i>			\$298.82
SAMSCLUB #6425	Fire-EMS Operations	Station Supplies	\$150.76
SAMSCLUB #6425	Fire-EMS Operations	Station Supplies	\$39.96
<i>SAMSCLUB #6425 - Total For Fire-EMS Operations</i>			\$190.72
SAMSCLUB #6425	Ice Arena - Concessions	CONCESSION	\$73.68
SAMSCLUB #6425	Ice Arena - Concessions	CONCESSIONS	\$64.60
<i>SAMSCLUB #6425 - Total For Ice Arena - Concessions</i>			\$138.28
SAMSCLUB #6425	Rec Center - Classes	camp supplies	\$134.74
<i>SAMSCLUB #6425 - Total For Rec Center - Classes</i>			\$134.74
SAMSCLUB #6425 - ALL DEPARTMENTS			\$1,006.94

SAMSCLUB.COM

SAMSCLUB.COM	Aquatics - Concessions	Concession Supplies	\$308.66
SAMSCLUB.COM	Aquatics - Concessions	Concession Supplies	\$385.76
SAMSCLUB.COM	Aquatics - Concessions	Concession Supplies	\$314.20
<i>SAMSCLUB.COM - Total For Aquatics - Concessions</i>			\$1,008.62
SAMSCLUB.COM	Balefill - Baler Processing	BALER BUILDING OP SUPPLIES	\$119.98
<i>SAMSCLUB.COM - Total For Balefill - Baler Processing</i>			\$119.98
SAMSCLUB.COM	Balefill - Disposal & Landfill	SCALE HOUSE SUPPLIES	\$77.28

<i>SAMSCLUB.COM - Total For Balefill - Disposal & Landfill</i>			\$77.28
SAMSCLUB.COM	Balefill - Diversion & Special	SHOP TOWELS FOR SPECIAL WASTE BUILDING	\$113.88
SAMSCLUB.COM	Balefill - Diversion & Special	SPECIAL WASTE SUPPLIES	\$61.32
<i>SAMSCLUB.COM - Total For Balefill - Diversion & Special</i>			\$175.20
SAMSCLUB.COM	Fire-EMS Operations	Station Supplies	\$399.76
<i>SAMSCLUB.COM - Total For Fire-EMS Operations</i>			\$399.76
SAMSCLUB.COM	Ice Arena - Concessions	CONCESSIONS	\$331.42
<i>SAMSCLUB.COM - Total For Ice Arena - Concessions</i>			\$331.42
SAMSCLUB.COM	Rec Center - Admin	REC ADMIN BREAKROOM FRIDGE	\$199.98
<i>SAMSCLUB.COM - Total For Rec Center - Admin</i>			\$199.98
SAMSCLUB.COM	Refuse - Residential	SCALE HOUSE SUPPLIES	\$114.80
<i>SAMSCLUB.COM - Total For Refuse - Residential</i>			\$114.80
SAMSCLUB.COM - ALL DEPARTMENTS			\$2,427.04

SHEET METAL SPECIALT

SHEET METAL SPECIALT	Capital Projects Fund	Contract Withholding: 20300437	\$4,400.00
<i>SHEET METAL SPECIALT - Total For Capital Projects Fund</i>			\$4,400.00
SHEET METAL SPECIALT - ALL DEPARTMENTS			\$4,400.00

SHELL OIL 5744427920

SHELL OIL 5744427920	Fire-EMS Operations	Fuel	\$79.14
SHELL OIL 5744427920	Fire-EMS Operations	Fuel	\$35.14
SHELL OIL 5744427920	Fire-EMS Operations	Fuel	\$40.31
SHELL OIL 5744427920	Fire-EMS Operations	Fuel	\$51.01
SHELL OIL 5744427920	Fire-EMS Operations	Fuel	\$55.71
<i>SHELL OIL 5744427920 - Total For Fire-EMS Operations</i>			\$261.31
SHELL OIL 5744427920 - ALL DEPARTMENTS			\$261.31

SHELL OIL 5754622780

SHELL OIL 5754622780	Police Administration	AUTOMATED FUEL DISPENSERS	\$31.78
<i>SHELL OIL 5754622780 - Total For Police Administration</i>			\$31.78
SHELL OIL 5754622780 - ALL DEPARTMENTS			\$31.78

SHERWIN-WILLIAMS COR

SHERWIN-WILLIAMS COR	Balefill - Disposal & Landfill	Painting supplies	\$101.94
<i>SHERWIN-WILLIAMS COR - Total For Balefill - Disposal & Landfill</i>			<i>\$101.94</i>
SHERWIN-WILLIAMS COR	Fire-EMS Operations	Shockwave sanitizing product - Qty 30	\$662.74
<i>SHERWIN-WILLIAMS COR - Total For Fire-EMS Operations</i>			<i>\$662.74</i>
SHERWIN-WILLIAMS COR	Rec Center - Operations	Paint CRC	\$52.70
<i>SHERWIN-WILLIAMS COR - Total For Rec Center - Operations</i>			<i>\$52.70</i>
SHERWIN-WILLIAMS COR	Traffic Control	Striping paint for 1st & Center lot	\$74.94
<i>SHERWIN-WILLIAMS COR - Total For Traffic Control</i>			<i>\$74.94</i>
SHERWIN-WILLIAMS COR - ALL DEPARTMENTS			\$892.32

SIRCHIE FINGER PRINT

SIRCHIE FINGER PRINT	Police Administration	COMMERCIAL EQUIPMENT, NOT ELSEWHERE CL	\$230.80
SIRCHIE FINGER PRINT	Police Administration	COMMERCIAL EQUIPMENT, NOT ELSEWHERE CL	\$70.75
SIRCHIE FINGER PRINT	Police Administration	COMMERCIAL EQUIPMENT, NOT ELSEWHERE CL	\$379.76
<i>SIRCHIE FINGER PRINT - Total For Police Administration</i>			<i>\$681.31</i>
SIRCHIE FINGER PRINT - ALL DEPARTMENTS			\$681.31

SIRIUSWARE INC

SIRIUSWARE INC	Hogadon - Operations	Annual maintenance & tech support	\$3,129.94
<i>SIRIUSWARE INC - Total For Hogadon - Operations</i>			<i>\$3,129.94</i>
SIRIUSWARE INC - ALL DEPARTMENTS			\$3,129.94

SMARSH, INC

SMARSH, INC	Information Services	Archive Email	\$1,852.50
<i>SMARSH, INC - Total For Information Services</i>			<i>\$1,852.50</i>
SMARSH, INC - ALL DEPARTMENTS			\$1,852.50

SMITH PSYCHOLOGICAL

SMITH PSYCHOLOGICAL	Police Career Services	Confidential legal/medical matters	\$400.00
<i>SMITH PSYCHOLOGICAL - Total For Police Career Services</i>			<i>\$400.00</i>

SMITH PSYCHOLOGICAL - ALL DEPARTMENTS \$400.00

SOFT DR INC

SOFT DR INC Balefill - Baler Processing RO system service/repair \$75.00

SOFT DR INC - Total For Balefill - Baler Processing \$75.00

SOFT DR INC - ALL DEPARTMENTS \$75.00

SOLSBURY HILL LLC

SOLSBURY HILL LLC Parks - Parks Maint. Rotor hunter \$818.70

SOLSBURY HILL LLC - Total For Parks - Parks Maint. \$818.70

SOLSBURY HILL LLC - ALL DEPARTMENTS \$818.70

SOURCE OFFICE

SOURCE OFFICE Police Administration STATIONERY,OFFICE SUPPLIES,PRINTING AND \$325.90

SOURCE OFFICE - Total For Police Administration \$325.90

SOURCE OFFICE - ALL DEPARTMENTS \$325.90

SPARE LABS INC

SPARE LABS INC Public Transit - CARES Act July 2021 software service fee \$650.00

SPARE LABS INC - Total For Public Transit - CARES Act \$650.00

SPARE LABS INC - ALL DEPARTMENTS \$650.00

SPECIAL EVENT SAFETY

SPECIAL EVENT SAFETY Police Administration SCHOOLS AND EDUCATIONAL SERVICES NOT ELS \$699.00

SPECIAL EVENT SAFETY - Total For Police Administration \$699.00

SPECIAL EVENT SAFETY - ALL DEPARTMENTS \$699.00

SPI BLACK HILLS UTIL

SPI BLACK HILLS UTIL Finance UTILITIES-ELEC/GAS/HEAT OIL/SANITARY/WTR \$710.21

SPI BLACK HILLS UTIL Finance UTILITIES-ELEC/GAS/HEAT OIL/SANITARY/WTR \$168.79

SPI BLACK HILLS UTIL Finance UTILITIES-ELEC/GAS/HEAT OIL/SANITARY/WTR \$1,500.00

<i>SPI BLACK HILLS UTIL - Total For Finance</i>	\$2,379.00
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SPI BLACK HILLS UTIL - ALL DEPARTMENTS	\$2,379.00
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SPORTSMANS WAREHOUSE

SPORTSMANS WAREHOUSE	Fire-EMS Prevent & Inspect	Refund on belt purchase	(\$2.40)
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SPORTSMANS WAREHOUSE	Fire-EMS Prevent & Inspect	Uniform Belt	\$34.39
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<i>SPORTSMANS WAREHOUSE - Total For Fire-EMS Prevent & Inspect</i>	<i>\$31.99</i>
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SPORTSMANS WAREHOUSE - ALL DEPARTMENTS	\$31.99
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SQ ANDROLIMO

SQ ANDROLIMO	Police Career Services	TAXICABS/LIMOUSINES	\$55.00
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<i>SQ ANDROLIMO - Total For Police Career Services</i>	<i>\$55.00</i>
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SQ ANDROLIMO - ALL DEPARTMENTS	\$55.00
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SQ JC BAR PAINTING

SQ JC BAR PAINTING	Balefill - Disposal & Landfill	MAN DOOR AND JAM REPAINT IN EQUIPMENT	\$760.00
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<i>SQ JC BAR PAINTING - Total For Balefill - Disposal & Landfill</i>	<i>\$760.00</i>
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SQ JC BAR PAINTING - ALL DEPARTMENTS	\$760.00
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SQ MY EDUCATIONAL R

SQ MY EDUCATIONAL R	Fire-EMS Training	ACLS Provider eCards	\$112.00
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<i>SQ MY EDUCATIONAL R - Total For Fire-EMS Training</i>	<i>\$112.00</i>
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SQ MY EDUCATIONAL R - ALL DEPARTMENTS	\$112.00
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SQ PAPA JOHNS

SQ PAPA JOHNS	Ice Arena - Concessions	PAPA JOHNS JULY 2021	\$26.96
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<i>SQ PAPA JOHNS - Total For Ice Arena - Concessions</i>	<i>\$26.96</i>
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SQ PAPA JOHNS - ALL DEPARTMENTS	\$26.96
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SQ PEDEN'S INC.

SQ PEDEN'S INC.	Balefill - Disposal & Landfill	LANDFILL SHIRTS	\$647.50
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<i>SQ PEDEN'S INC. - Total For Balefill - Disposal & Landfill</i>			\$647.50
SQ PEDEN'S INC.	Ft. Caspar Museum	Two uniform vests	\$30.00
<i>SQ PEDEN'S INC. - Total For Ft. Caspar Museum</i>			\$30.00
SQ PEDEN'S INC. - ALL DEPARTMENTS			\$677.50

STAPLES

STAPLES	City Manager	Wall adapter	\$22.99
<i>STAPLES - Total For City Manager</i>			\$22.99
STAPLES	Metro Animal Shelter	STATIONARY, OFFICE AND SCHOOL SUPPLY STO	\$109.99
<i>STAPLES - Total For Metro Animal Shelter</i>			\$109.99
STAPLES	Police Administration	STATIONARY, OFFICE AND SCHOOL SUPPLY STO	\$36.74
<i>STAPLES - Total For Police Administration</i>			\$36.74
STAPLES	Public Transit - Operations	OFFICE SUPPLY	\$136.42
<i>STAPLES - Total For Public Transit - Operations</i>			\$136.42
STAPLES	WWTP Operations	Office supplies	\$125.90
<i>STAPLES - Total For WWTP Operations</i>			\$125.90
STAPLES - ALL DEPARTMENTS			\$432.04

STAPLES DIRECT

STAPLES DIRECT	Metro Animal Shelter	STATIONERY, OFFICE SUPPLIES, PRINTING AND	\$228.26
<i>STAPLES DIRECT - Total For Metro Animal Shelter</i>			\$228.26
STAPLES DIRECT - ALL DEPARTMENTS			\$228.26

STATE OF WY.

STATE OF WY.	Aquatics - Concessions	July 2021 Sales Tax	\$520.33
<i>STATE OF WY. - Total For Aquatics - Concessions</i>			\$520.33
STATE OF WY.	Aquatics - Operations	July 2021 Sales Tax	\$7.67
<i>STATE OF WY. - Total For Aquatics - Operations</i>			\$7.67
STATE OF WY.	Aquatics - Pool	July 2021 Sales Tax	\$33.01
<i>STATE OF WY. - Total For Aquatics - Pool</i>			\$33.01
STATE OF WY.	Balefill - Disposal & Landfill	Loan #CW148	342,174.02
STATE OF WY.	Balefill - Disposal & Landfill	July 2021 Sales Tax	\$564.16
<i>STATE OF WY. - Total For Balefill - Disposal & Landfill</i>			\$342,738.18

STATE OF WY.	Ft. Caspar Museum	July 2021 Sales Tax	\$894.52
<i>STATE OF WY. - Total For Ft. Caspar Museum</i>			<i>\$894.52</i>
STATE OF WY.	Golf - Operations	July 2021 Sales Tax	\$351.60
<i>STATE OF WY. - Total For Golf - Operations</i>			<i>\$351.60</i>
STATE OF WY.	Health Insurance Fund	Aug. 2021 General Fund Retiree Subsidy	\$1,612.45
<i>STATE OF WY. - Total For Health Insurance Fund</i>			<i>\$1,612.45</i>
STATE OF WY.	Ice Arena - Concessions	July 2021 Sales Tax	\$92.60
<i>STATE OF WY. - Total For Ice Arena - Concessions</i>			<i>\$92.60</i>
STATE OF WY.	Ice Arena - Operations	July 2021 Sales Tax	\$4.55
<i>STATE OF WY. - Total For Ice Arena - Operations</i>			<i>\$4.55</i>
STATE OF WY.	Water Distribution	Loan #DW046	\$96,220.69
<i>STATE OF WY. - Total For Water Distribution</i>			<i>\$96,220.69</i>
STATE OF WY. - ALL DEPARTMENTS			\$442,475.60

STATELINE NO 7 ARCHI

STATELINE NO 7 ARCHI	Capital Projects Fund	Architectural design for City	\$640.00
<i>STATELINE NO 7 ARCHI - Total For Capital Projects Fund</i>			<i>\$640.00</i>
STATELINE NO 7 ARCHI - ALL DEPARTMENTS			\$640.00

STERLING

STERLING	Human Resources	Centralized employee background	\$1,367.32
<i>STERLING - Total For Human Resources</i>			<i>\$1,367.32</i>
STERLING - ALL DEPARTMENTS			\$1,367.32

STEWART & STEVENSON

STEWART & STEVENSON	Fleet Maintenance Fund	Equipment repair	\$2,998.63
STEWART & STEVENSON	Fleet Maintenance Fund	Equipment repair	\$278.00
STEWART & STEVENSON	Fleet Maintenance Fund	Equipment repair	\$472.80
STEWART & STEVENSON	Fleet Maintenance Fund	Core deposit	(\$1,595.70)
<i>STEWART & STEVENSON - Total For Fleet Maintenance Fund</i>			<i>\$2,153.73</i>
STEWART & STEVENSON - ALL DEPARTMENTS			\$2,153.73

SUMMIT FIRE AND SECU

SUMMIT FIRE AND SECU	WWTP Operations	Annual fire extinguisher testing/refill	\$385.25
<i>SUMMIT FIRE AND SECU - Total For WWTP Operations</i>			<i>\$385.25</i>
SUMMIT FIRE AND SECU - ALL DEPARTMENTS			\$385.25

SUTHERLANDS 2219

SUTHERLANDS 2219	Fire-EMS Training	Toilet wax rings	\$9.95
<i>SUTHERLANDS 2219 - Total For Fire-EMS Training</i>			<i>\$9.95</i>
SUTHERLANDS 2219	Golf - Operations	Golf Shop	\$9.94
<i>SUTHERLANDS 2219 - Total For Golf - Operations</i>			<i>\$9.94</i>
SUTHERLANDS 2219	Parks - Parks Maint.	LUMBER AND BUILDING MATERIALS STORES	\$56.78
<i>SUTHERLANDS 2219 - Total For Parks - Parks Maint.</i>			<i>\$56.78</i>
SUTHERLANDS 2219	Refuse - Commercial	GATE REPAIR	\$38.96
<i>SUTHERLANDS 2219 - Total For Refuse - Commercial</i>			<i>\$38.96</i>
SUTHERLANDS 2219	Refuse - Residential	SHEETROCK FOR TRUCK BARN	\$1,675.58
<i>SUTHERLANDS 2219 - Total For Refuse - Residential</i>			<i>\$1,675.58</i>
SUTHERLANDS 2219	RWS - Booster Stations	Cap for Actiflo lagoon	\$8.99
<i>SUTHERLANDS 2219 - Total For RWS - Booster Stations</i>			<i>\$8.99</i>
SUTHERLANDS 2219	Water Distribution	SAMPLE PORT NIPPLE & PIPE JOINT	\$8.88
<i>SUTHERLANDS 2219 - Total For Water Distribution</i>			<i>\$8.88</i>
SUTHERLANDS 2219 - ALL DEPARTMENTS			\$1,809.08

SYN-TECH SYSTEMS

SYN-TECH SYSTEMS	Fleet Maintenance Fund	FUELMASTER MAINT RENEWAL	\$2,550.00
<i>SYN-TECH SYSTEMS - Total For Fleet Maintenance Fund</i>			<i>\$2,550.00</i>
SYN-TECH SYSTEMS - ALL DEPARTMENTS			\$2,550.00

TARGET

TARGET	Human Resources	OFFICE SUPPLIES	\$33.73
<i>TARGET - Total For Human Resources</i>			<i>\$33.73</i>
TARGET - ALL DEPARTMENTS			\$33.73

TEN-E PACKAGING SERV

TEN-E PACKAGING SERV	Balefill - Baler Processing	Gems S028761	\$855.00
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TEN-E PACKAGING SERV - Total For Balefill - Baler Processing	\$855.00
TEN-E PACKAGING SERV - ALL DEPARTMENTS	\$855.00

TEST GAUGE & BACKFLO

TEST GAUGE & BACKFLO Parks - Parks Maint.	Calibrate & test gauges	\$387.75
<i>TEST GAUGE & BACKFLO - Total For Parks - Parks Maint.</i>		<i>\$387.75</i>
TEST GAUGE & BACKFLO - ALL DEPARTMENTS		\$387.75

THATCHER CO.

THATCHER CO.	WWTP Regional Interceptors	Ferrous chloride delivery on 7/19/21	\$9,831.80
<i>THATCHER CO. - Total For WWTP Regional Interceptors</i>			<i>\$9,831.80</i>
THATCHER CO. - ALL DEPARTMENTS			\$9,831.80

THE GOODYEAR TIRE &

THE GOODYEAR TIRE &	Fleet Maintenance Fund	Truck alignment	\$536.25
<i>THE GOODYEAR TIRE & - Total For Fleet Maintenance Fund</i>			<i>\$536.25</i>
THE GOODYEAR TIRE & - ALL DEPARTMENTS			\$536.25

THE HOME DEPOT

THE HOME DEPOT	Balefill - Baler Processing	RETURN OF COOLER IN BALER	(\$1,034.10)
<i>THE HOME DEPOT - Total For Balefill - Baler Processing</i>			<i>(\$1,034.10)</i>
THE HOME DEPOT	Buildings & Structures Fund	BAS Shop Supplies	\$64.90
THE HOME DEPOT	Buildings & Structures Fund	Supplies for PD Remodel at Marathon	\$1,104.46
THE HOME DEPOT	Buildings & Structures Fund	BAS Shop Tools	\$263.73
<i>THE HOME DEPOT - Total For Buildings & Structures Fund</i>			<i>\$1,433.09</i>
THE HOME DEPOT	Golf - Operations	TORCH AND PROPANE CYL	\$28.94
THE HOME DEPOT	Golf - Operations	Wood stain and 4-2x4	\$76.14
THE HOME DEPOT	Golf - Operations	Golf Shop	\$33.63
<i>THE HOME DEPOT - Total For Golf - Operations</i>			<i>\$138.71</i>
THE HOME DEPOT	Parks - Parks Maint.	Saw Horses and paper	\$95.80
THE HOME DEPOT	Parks - Parks Maint.	Crimp terminals for 2nd street	\$18.47
THE HOME DEPOT	Parks - Parks Maint.	Door lock for North Casper Clubhouse	\$173.97
<i>THE HOME DEPOT - Total For Parks - Parks Maint.</i>			<i>\$288.24</i>

THE HOME DEPOT	Police Administration	HOME SUPPLY WAREHOUSE STORES	\$88.10
<i>THE HOME DEPOT - Total For Police Administration</i>			<i>\$88.10</i>
THE HOME DEPOT	Public Transit - Operations	Garage Supplies	\$885.58
<i>THE HOME DEPOT - Total For Public Transit - Operations</i>			<i>\$885.58</i>
THE HOME DEPOT	Refuse - Commercial	DOOR HANGERS	\$78.02
<i>THE HOME DEPOT - Total For Refuse - Commercial</i>			<i>\$78.02</i>
THE HOME DEPOT	Refuse - Residential	CREDIT FOR RETURNED MATERIALS	(\$31.36)
THE HOME DEPOT	Refuse - Residential	CREDIT FOR RETURNED MATERIALS	(\$25.54)
THE HOME DEPOT	Refuse - Residential	TRUCK BARN OFFICE MATERIALS	\$1,626.74
<i>THE HOME DEPOT - Total For Refuse - Residential</i>			<i>\$1,569.84</i>
THE HOME DEPOT	Traffic Control	hammer drill bits and grinder blades for 1st & C	\$125.82
THE HOME DEPOT	Traffic Control	Filters for signal cabinets	\$59.76
<i>THE HOME DEPOT - Total For Traffic Control</i>			<i>\$185.58</i>
THE HOME DEPOT	Water Distribution	GRASS SEED	\$13.96
<i>THE HOME DEPOT - Total For Water Distribution</i>			<i>\$13.96</i>
THE HOME DEPOT	Water Meters	GARBAGE LINERS	\$43.94
<i>THE HOME DEPOT - Total For Water Meters</i>			<i>\$43.94</i>
THE HOME DEPOT - ALL DEPARTMENTS			\$3,690.96

THE OFFICE SHOP, INC

THE OFFICE SHOP, INC	Fire-EMS Administration	Monthly copier service fee	\$19.46
<i>THE OFFICE SHOP, INC - Total For Fire-EMS Administration</i>			<i>\$19.46</i>
THE OFFICE SHOP, INC - ALL DEPARTMENTS			\$19.46

TLO TRANSUNION

TLO TRANSUNION	Police Administration	COMPUTER AND DATA PROCESSING SERVICES	\$561.90
<i>TLO TRANSUNION - Total For Police Administration</i>			<i>\$561.90</i>
TLO TRANSUNION - ALL DEPARTMENTS			\$561.90

TOOLE DESIGN

TOOLE DESIGN	Metropolitan Planning Org	Bike & pedestrian plan update	\$20,180.25
<i>TOOLE DESIGN - Total For Metropolitan Planning Org</i>			<i>\$20,180.25</i>

TOOLE DESIGN - ALL DEPARTMENTS

\$20,180.25

TOP OFFICE PRODUCTS

TOP OFFICE PRODUCTS	City Attorney	July 2021 copy charge	\$171.08
<i>TOP OFFICE PRODUCTS - Total For City Attorney</i>			<i>\$171.08</i>
TOP OFFICE PRODUCTS	Fleet Maintenance Fund	JANUARY COPIER COUNT	\$41.12
TOP OFFICE PRODUCTS	Fleet Maintenance Fund	July 2021 copy charge	\$33.30
TOP OFFICE PRODUCTS	Fleet Maintenance Fund	FEBRUARY COPIER INVOICE	\$59.58
<i>TOP OFFICE PRODUCTS - Total For Fleet Maintenance Fund</i>			<i>\$134.00</i>
TOP OFFICE PRODUCTS	Parks - Parks Maint.	JANUARY COPIER COUNT	\$40.14
TOP OFFICE PRODUCTS	Parks - Parks Maint.	FEBRUARY COPIER INVOICE	\$59.57
TOP OFFICE PRODUCTS	Parks - Parks Maint.	July 2021 copy charge	\$33.30
<i>TOP OFFICE PRODUCTS - Total For Parks - Parks Maint.</i>			<i>\$133.01</i>
TOP OFFICE PRODUCTS	Streets	July 2021 copy charge	\$33.30
TOP OFFICE PRODUCTS	Streets	JANUARY COPIER COUNT	\$41.12
TOP OFFICE PRODUCTS	Streets	FEBRUARY COPIER INVOICE	\$59.58
<i>TOP OFFICE PRODUCTS - Total For Streets</i>			<i>\$134.00</i>
TOP OFFICE PRODUCTS	Water Distribution	July 2021 copy charge	\$108.97
TOP OFFICE PRODUCTS	Water Distribution	May 2021 copy charge	\$95.29
<i>TOP OFFICE PRODUCTS - Total For Water Distribution</i>			<i>\$204.26</i>
TOP OFFICE PRODUCTS	WWTP Operations	July 2021 copy charge	\$138.60
<i>TOP OFFICE PRODUCTS - Total For WWTP Operations</i>			<i>\$138.60</i>
TOP OFFICE PRODUCTS - ALL DEPARTMENTS			\$914.95

TRAINING LLC

TRAINING LLC	Human Resources	DIVERSITY TRAINING FOR EXECUTIVE TEAM	\$500.00
<i>TRAINING LLC - Total For Human Resources</i>			<i>\$500.00</i>
TRAINING LLC - ALL DEPARTMENTS			\$500.00

TRENDMICRO YEARLY PL

TRENDMICRO YEARLY PL	Fire-EMS Administration	Internet Security Auto Renewal Credit	(\$52.49)
<i>TRENDMICRO YEARLY PL - Total For Fire-EMS Administration</i>			<i>(\$52.49)</i>

TRENDMICRO YEARLY PL - ALL DEPARTMENTS

(\$52.49)

TRETO CONST.

TRETO CONST.	Capital Projects Fund	Ridgecrest Zone 2-3	\$58,204.32
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<i>TRETO CONST. - Total For Capital Projects Fund</i>			\$58,204.32
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TRETO CONST.	Water Distribution	Ridgecrest Zone 2-3	184,313.69
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<i>TRETO CONST. - Total For Water Distribution</i>			\$184,313.69
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TRETO CONST. - ALL DEPARTMENTS			\$242,518.01
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TRIHYRO CORP.

TRIHYRO CORP.	Capital Projects Fund	GemsS028879-EPA Brownfields Ha	\$69.00
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TRIHYRO CORP.	Capital Projects Fund	GemsS028879-EPA Brownfields Ha	\$645.00
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<i>TRIHYRO CORP. - Total For Capital Projects Fund</i>			\$714.00
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TRIHYRO CORP. - ALL DEPARTMENTS			\$714.00
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TRI-TECHNICAL SYSTEM

TRI-TECHNICAL SYSTEM	Golf - Operations	POS It Support	\$55.00
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<i>TRI-TECHNICAL SYSTEM - Total For Golf - Operations</i>			\$55.00
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TRI-TECHNICAL SYSTEM - ALL DEPARTMENTS			\$55.00
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TROJAN TECHNOLOGIES

TROJAN TECHNOLOGIES	WWTP Operations	Acticlean	\$227.93
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<i>TROJAN TECHNOLOGIES - Total For WWTP Operations</i>			\$227.93
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TROJAN TECHNOLOGIES - ALL DEPARTMENTS			\$227.93
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TST GOURMET GRUB SC

TST GOURMET GRUB SC	Sewer Wastewater Collection meal while at disaster management training		\$31.53
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<i>TST GOURMET GRUB SC - Total For Sewer Wastewater Collection</i>			\$31.53
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TST GOURMET GRUB SC - ALL DEPARTMENTS			\$31.53
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TST LUNA S TACOS

TST LUNA S TACOS	Sewer Wastewater Collection meal while at disaster management training	\$11.68
TST LUNA S TACOS	Sewer Wastewater Collection meal while at disaster management training	\$13.89
<i>TST LUNA S TACOS - Total For Sewer Wastewater Collection</i>		\$25.57
TST LUNA S TACOS - ALL DEPARTMENTS		\$25.57

TST WYOMING RIB

TST WYOMING RIB	City Council	Lunch Meeting	\$103.05
TST WYOMING RIB	City Council	Lunch Meeting	\$24.90
<i>TST WYOMING RIB - Total For City Council</i>			\$127.95
TST WYOMING RIB	City Manager	Lunch Meeting	\$24.90
<i>TST WYOMING RIB - Total For City Manager</i>			\$24.90
TST WYOMING RIB - ALL DEPARTMENTS			\$152.85

TW ENTERPRISES

TW ENTERPRISES	Fleet Maintenance Fund	GENERATOR REPAIRS	\$2,769.35
<i>TW ENTERPRISES - Total For Fleet Maintenance Fund</i>			\$2,769.35
TW ENTERPRISES - ALL DEPARTMENTS			\$2,769.35

TYLER TECHNOLOGIES I

TYLER TECHNOLOGIES I	Capital Projects Fund	Gems S028911 - Tyler Conversio	\$5,070.00
<i>TYLER TECHNOLOGIES I - Total For Capital Projects Fund</i>			\$5,070.00
TYLER TECHNOLOGIES I - ALL DEPARTMENTS			\$5,070.00

UNITED 0161572639

UNITED 0161572639	Fire-EMS Training	Check Bag Return	(\$30.00)
UNITED 0161572639	Fire-EMS Training	Check Bag Return	(\$30.00)
<i>UNITED 0161572639 - Total For Fire-EMS Training</i>			(\$60.00)
UNITED 0161572639 - ALL DEPARTMENTS			(\$60.00)

UNITED 0162338274

UNITED 0162338274	Police Administration	UNITED AIRLINES	\$218.00
<i>UNITED 0162338274 - Total For Police Administration</i>			\$218.00

UNITED 0162338274 - ALL DEPARTMENTS \$218.00

UNITED 0162338454

UNITED 0162338454 Fire-EMS Training Flight Refund (\$863.20)

UNITED 0162338454 - Total For Fire-EMS Training (\$863.20)

UNITED 0162338454 - ALL DEPARTMENTS (\$863.20)

UNITED 0162338872

UNITED 0162338872 Police Administration UNITED AIRLINES \$594.80

UNITED 0162338872 Police Administration UNITED AIRLINES \$594.80

UNITED 0162338872 Police Administration UNITED AIRLINES \$594.80

UNITED 0162338872 Police Administration UNITED AIRLINES \$594.80

UNITED 0162338872 Police Administration UNITED AIRLINES \$594.80

UNITED 0162338872 Police Administration UNITED AIRLINES \$594.80

UNITED 0162338872 - Total For Police Administration \$3,568.80

UNITED 0162338872 - ALL DEPARTMENTS \$3,568.80

UNITED 0162339059

UNITED 0162339059 Police Administration UNITED AIRLINES \$627.80

UNITED 0162339059 - Total For Police Administration \$627.80

UNITED 0162339059 - ALL DEPARTMENTS \$627.80

UNITED 0162339087

UNITED 0162339087 Police Administration UNITED AIRLINES \$476.10

UNITED 0162339087 Police Administration UNITED AIRLINES \$476.10

UNITED 0162339087 Police Administration UNITED AIRLINES \$476.10

UNITED 0162339087 Police Administration UNITED AIRLINES \$476.10

UNITED 0162339087 Police Administration UNITED AIRLINES \$476.10

UNITED 0162339087 Police Administration UNITED AIRLINES \$476.10

UNITED 0162339087 - Total For Police Administration \$2,856.60

UNITED 0162339087 - ALL DEPARTMENTS \$2,856.60

UNITED 0162339400

UNITED	0162339400	Police Administration	Asbe CALEA travel	\$332.20
<i>UNITED 0162339400 - Total For Police Administration</i>				<i>\$332.20</i>
UNITED 0162339400 - ALL DEPARTMENTS				\$332.20

UNITED 0162340472

UNITED	0162340472	Police Administration	UNITED AIRLINES	\$518.80
<i>UNITED 0162340472 - Total For Police Administration</i>				<i>\$518.80</i>
UNITED 0162340472 - ALL DEPARTMENTS				\$518.80

UNITED 0162341090

UNITED	0162341090	Police Patrol	UNITED AIRLINES	\$369.80
<i>UNITED 0162341090 - Total For Police Patrol</i>				<i>\$369.80</i>
UNITED 0162341090 - ALL DEPARTMENTS				\$369.80

UNITED 0169908841

UNITED	0169908841	Police Administration	UNITED AIRLINES	\$35.00
UNITED	0169908841	Police Administration	UNITED AIRLINES	\$35.00
<i>UNITED 0169908841 - Total For Police Administration</i>				<i>\$70.00</i>
UNITED 0169908841 - ALL DEPARTMENTS				\$70.00

UNITED 0169909472

UNITED	0169909472	Police Administration	UNITED AIRLINES	\$35.00
<i>UNITED 0169909472 - Total For Police Administration</i>				<i>\$35.00</i>
UNITED 0169909472 - ALL DEPARTMENTS				\$35.00

UNITED 0169930589

UNITED	0169930589	Police Career Services	UNITED AIRLINES	\$35.00
<i>UNITED 0169930589 - Total For Police Career Services</i>				<i>\$35.00</i>
UNITED 0169930589 - ALL DEPARTMENTS				\$35.00

USPS PO 5715580478

USPS PO 5715580478	WWTP Operations	Certified Mail	\$7.85
<i>USPS PO 5715580478 - Total For WWTP Operations</i>			<i>\$7.85</i>
USPS PO 5715580478 - ALL DEPARTMENTS			\$7.85

USPS PO 5715580945

USPS PO 5715580945	Customer Service	POSTAGE STAMPS	\$7.00
<i>USPS PO 5715580945 - Total For Customer Service</i>			<i>\$7.00</i>
USPS PO 5715580945	Human Resources	1 certified letter	\$7.00
<i>USPS PO 5715580945 - Total For Human Resources</i>			<i>\$7.00</i>
USPS PO 5715580945	Risk Management	1 certified letter	\$7.20
<i>USPS PO 5715580945 - Total For Risk Management</i>			<i>\$7.20</i>
USPS PO 5715580945	WWTP Operations	Certified mail	\$15.90
<i>USPS PO 5715580945 - Total For WWTP Operations</i>			<i>\$15.90</i>
USPS PO 5715580945 - ALL DEPARTMENTS			\$37.10

USPS PO 5762700491

USPS PO 5762700491	Ft. Caspar Museum	Stamps for Collections	\$11.00
<i>USPS PO 5762700491 - Total For Ft. Caspar Museum</i>			<i>\$11.00</i>
USPS PO 5762700491 - ALL DEPARTMENTS			\$11.00

UW CASHIER OFFICE

UW CASHIER OFFICE	Metro Animal Shelter	COLLEGES, UNIVERSITIES, PROFESSIONAL SCH	\$13.32
<i>UW CASHIER OFFICE - Total For Metro Animal Shelter</i>			<i>\$13.32</i>
UW CASHIER OFFICE - ALL DEPARTMENTS			\$13.32

VALOR CONSTRUCTION L

VALOR CONSTRUCTION L	Capital Projects Fund	Repairs to Stuckenhoff Shooters Complex	\$979.75
<i>VALOR CONSTRUCTION L - Total For Capital Projects Fund</i>			<i>\$979.75</i>
VALOR CONSTRUCTION L - ALL DEPARTMENTS			\$979.75

VAN DIEST SUPPLY COM

VAN DIEST SUPPLY COM	Weed & Pest Fund	Chemicals	\$1,467.75
VAN DIEST SUPPLY COM	Weed & Pest Fund	Chemical purchase to be refunded at a later dat	\$1,950.20
VAN DIEST SUPPLY COM	Weed & Pest Fund	Chemical Purchase	\$1,895.75
VAN DIEST SUPPLY COM	Weed & Pest Fund	Refund from previous mischarge	(\$1,950.20)
VAN DIEST SUPPLY COM	Weed & Pest Fund	Chemical Purchase	\$1,472.90

VAN DIEST SUPPLY COM - Total For Weed & Pest Fund \$4,836.40

VAN DIEST SUPPLY COM - ALL DEPARTMENTS \$4,836.40

VCN NATRONACOMOTORVE

VCN NATRONACOMOTORVE	Fleet Maintenance Fund	LICENSE PLATE FOR CITY MANAGER VEHICLE 66	\$32.50
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VCN NATRONACOMOTORVE - Total For Fleet Maintenance Fund \$32.50

VCN NATRONACOMOTORVE - ALL DEPARTMENTS \$32.50

VCN NATRONAREALESTAT

VCN NATRONAREALESTAT	Customer Service	Natrona County Clerk Recording Fees for LAD Li	\$62.50
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VCN NATRONAREALESTAT - Total For Customer Service \$62.50

VCN NATRONAREALESTAT - ALL DEPARTMENTS \$62.50

VCN WYDOTIFTAIRP

VCN WYDOTIFTAIRP	Fleet Maintenance Fund	LICENSE PLATE FEES	\$14.25
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VCN WYDOTIFTAIRP	Fleet Maintenance Fund	LIC PLATES (2)	\$12.25
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VCN WYDOTIFTAIRP - Total For Fleet Maintenance Fund \$26.50

VCN WYDOTIFTAIRP - ALL DEPARTMENTS \$26.50

VERIZON CONNECT NWF

VERIZON CONNECT NWF	Code Enforcement	July 2021 monthly service	\$145.71
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VERIZON CONNECT NWF - Total For Code Enforcement \$145.71

VERIZON CONNECT NWF	Fleet Maintenance Fund	July 2021 monthly service	\$16.19
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VERIZON CONNECT NWF - Total For Fleet Maintenance Fund \$16.19

VERIZON CONNECT NWF	Parks - Parks Maint.	July 2021 monthly service	\$291.42
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VERIZON CONNECT NWF - Total For Parks - Parks Maint. \$291.42

VERIZON CONNECT NWF	Refuse - Residential	July 2021 monthly service	\$550.46
<i>VERIZON CONNECT NWF - Total For Refuse - Residential</i>			\$550.46
VERIZON CONNECT NWF	Sewer Wastewater Collection	July 2021 monthly service	\$48.57
<i>VERIZON CONNECT NWF - Total For Sewer Wastewater Collection</i>			\$48.57
VERIZON CONNECT NWF	Streets	July 2021 monthly service	\$518.08
<i>VERIZON CONNECT NWF - Total For Streets</i>			\$518.08
VERIZON CONNECT NWF	Water Distribution	July 2021 monthly service	\$161.90
<i>VERIZON CONNECT NWF - Total For Water Distribution</i>			\$161.90
VERIZON CONNECT NWF - ALL DEPARTMENTS			\$1,732.33

VERIZON WIRELESS

VERIZON WIRELESS	Balefill - Disposal & Landfill	Acct #642199740-00001	\$80.02
<i>VERIZON WIRELESS - Total For Balefill - Disposal & Landfill</i>			\$80.02
VERIZON WIRELESS	Parks - Parks Maint.	Acct #342080735-00001	\$230.08
<i>VERIZON WIRELESS - Total For Parks - Parks Maint.</i>			\$230.08
VERIZON WIRELESS	Public Safety Communication	Acct #771153835-00001	\$141.01
VERIZON WIRELESS	Public Safety Communication	Acct #465552982-00003	\$837.42
<i>VERIZON WIRELESS - Total For Public Safety Communications</i>			\$978.43
VERIZON WIRELESS	Sewer Wastewater Collection	Acct #742239432-00002	\$74.79
<i>VERIZON WIRELESS - Total For Sewer Wastewater Collection</i>			\$74.79
VERIZON WIRELESS	Streets	Acct #242152162-00001	\$66.71
<i>VERIZON WIRELESS - Total For Streets</i>			\$66.71
VERIZON WIRELESS	Water Distribution	Acct #542255605-00001	\$316.78
VERIZON WIRELESS	Water Distribution	Acct #542255605-00001	\$316.78
<i>VERIZON WIRELESS - Total For Water Distribution</i>			\$633.56
VERIZON WIRELESS	WWTP Operations	Acct #842227834-00001	\$148.13
<i>VERIZON WIRELESS - Total For WWTP Operations</i>			\$148.13
VERIZON WIRELESS - ALL DEPARTMENTS			\$2,211.72

VISTAPR VISTAPRINT.C

VISTAPR VISTAPRINT.C	Human Resources	50 Core Values Notebooks, 50 Sympathy Cards	\$366.17
<i>VISTAPR VISTAPRINT.C - Total For Human Resources</i>			\$366.17
VISTAPR VISTAPRINT.C - ALL DEPARTMENTS			\$366.17

VZWRLSS IVR VB

VZWRLSS IVR VB	Parks - Parks Maint.	Irrigation phones and jetpacks	\$230.10
<i>VZWRLSS IVR VB - Total For Parks - Parks Maint.</i>			\$230.10
VZWRLSS IVR VB	Police Administration	TELECOMMUNICATION SERV.INCLUD. LOCAL/L.	\$173.36
<i>VZWRLSS IVR VB - Total For Police Administration</i>			\$173.36
VZWRLSS IVR VB	WWTP Operations	TELECOMMUNICATION SERV.INCLUD. LOCAL/L.	\$147.71
<i>VZWRLSS IVR VB - Total For WWTP Operations</i>			\$147.71
VZWRLSS IVR VB - ALL DEPARTMENTS			\$551.17

WAL-MART #1617

WAL-MART #1617	Rec Center - Classes	Program supplies	\$17.84
<i>WAL-MART #1617 - Total For Rec Center - Classes</i>			\$17.84
WAL-MART #1617	Refuse - Commercial	RETIREMENT CARD	\$4.97
<i>WAL-MART #1617 - Total For Refuse - Commercial</i>			\$4.97
WAL-MART #1617	Water Distribution	DEF	\$67.72
<i>WAL-MART #1617 - Total For Water Distribution</i>			\$67.72
WAL-MART #1617 - ALL DEPARTMENTS			\$90.53

WAL-MART #3778

WAL-MART #3778	Rec Center - Classes	camp supplies	\$94.72
<i>WAL-MART #3778 - Total For Rec Center - Classes</i>			\$94.72
WAL-MART #3778 - ALL DEPARTMENTS			\$94.72

WALMART.COM AU

WALMART.COM AU	Water Distribution	Computer case	\$19.39
<i>WALMART.COM AU - Total For Water Distribution</i>			\$19.39
WALMART.COM AU	Water Meters	Tax adjustment on computer case purchase	(\$0.88)
WALMART.COM AU	Water Meters	DISCOUNT STORES	(\$1.01)
<i>WALMART.COM AU - Total For Water Meters</i>			(\$1.89)
WALMART.COM AU - ALL DEPARTMENTS			\$17.50

WARDWELL WATER & SEW

WARDWELL WATER & SEW	RWS - Booster Stations	Utilities - Water	\$158.13
<i>WARDWELL WATER & SEW - Total For RWS - Booster Stations</i>			<i>\$158.13</i>
WARDWELL WATER & SEW - ALL DEPARTMENTS			\$158.13

WAYNE COLEMAN CONSTR

WAYNE COLEMAN CONSTR	Capital Projects Fund	Construction - Industrial Aven	\$72,109.90
<i>WAYNE COLEMAN CONSTR - Total For Capital Projects Fund</i>			<i>\$72,109.90</i>
WAYNE COLEMAN CONSTR - ALL DEPARTMENTS			\$72,109.90

WEAR PARTS INC

WEAR PARTS INC	Buildings & Structures Fund	Pool repair parts for Mike Sedar Pool	\$26.78
<i>WEAR PARTS INC - Total For Buildings & Structures Fund</i>			<i>\$26.78</i>
WEAR PARTS INC	Capital Projects Fund	1st & Center Parking Lot	\$74.91
<i>WEAR PARTS INC - Total For Capital Projects Fund</i>			<i>\$74.91</i>
WEAR PARTS INC	Parks - Parks Maint.	Dallason Shelter	\$42.02
WEAR PARTS INC	Parks - Parks Maint.	Dallason Shelter	\$2.69
<i>WEAR PARTS INC - Total For Parks - Parks Maint.</i>			<i>\$44.71</i>
WEAR PARTS INC - ALL DEPARTMENTS			\$146.40

WESTCOAST ROTOR, INC

WESTCOAST ROTOR, INC	WWTP Operations	Shaft	\$1,820.51
WESTCOAST ROTOR, INC	WWTP Operations	Shaft	\$1,776.00
WESTCOAST ROTOR, INC	WWTP Operations	Gaskets	\$66.59
<i>WESTCOAST ROTOR, INC - Total For WWTP Operations</i>			<i>\$3,663.10</i>
WESTCOAST ROTOR, INC - ALL DEPARTMENTS			\$3,663.10

WESTERN RADIATOR INC

WESTERN RADIATOR INC	Fleet Maintenance Fund	141498 REPAIR SURGE TANK	\$90.00
<i>WESTERN RADIATOR INC - Total For Fleet Maintenance Fund</i>			<i>\$90.00</i>
WESTERN RADIATOR INC - ALL DEPARTMENTS			\$90.00

WESTERN STATES FIRE

WESTERN STATES FIRE	Balefill - Disposal & Landfill	Fire alarm battery replacement	\$340.00
<i>WESTERN STATES FIRE - Total For Balefill - Disposal & Landfill</i>			<i>\$340.00</i>
WESTERN STATES FIRE - ALL DEPARTMENTS			\$340.00

WESTERN WATER CONSUL

WESTERN WATER CONSUL	Capital Projects Fund	Midwest Elm to Walnut Construc	\$30,018.39
<i>WESTERN WATER CONSUL - Total For Capital Projects Fund</i>			<i>\$30,018.39</i>
WESTERN WATER CONSUL - ALL DEPARTMENTS			\$30,018.39

WESTERN WYOMING LOCK

WESTERN WYOMING LOCK	Capital Projects Fund	Key copies for Ford Wyoming Center	\$6.50
<i>WESTERN WYOMING LOCK - Total For Capital Projects Fund</i>			<i>\$6.50</i>
WESTERN WYOMING LOCK	Police State Grants	Lock change VS	\$70.00
<i>WESTERN WYOMING LOCK - Total For Police State Grants</i>			<i>\$70.00</i>
WESTERN WYOMING LOCK	Water Distribution	MASTER PADLOCKS	\$222.00
<i>WESTERN WYOMING LOCK - Total For Water Distribution</i>			<i>\$222.00</i>
WESTERN WYOMING LOCK - ALL DEPARTMENTS			\$298.50

WLC ENGINEERING - SU

WLC ENGINEERING - SU	Capital Projects Fund	Ridgecrest Zone 2-3 Waterline	\$4,615.93
WLC ENGINEERING - SU	Capital Projects Fund	Ridgecrest Zone 2-3 Waterline	\$3,787.42
<i>WLC ENGINEERING - SU - Total For Capital Projects Fund</i>			<i>\$8,403.35</i>
WLC ENGINEERING - SU	Water Distribution	Ridgecrest Zone 2-3 Waterline	\$9,739.08
WLC ENGINEERING - SU	Water Distribution	Ridgecrest Zone 2-3 Waterline	\$11,869.52
<i>WLC ENGINEERING - SU - Total For Water Distribution</i>			<i>\$21,608.60</i>
WLC ENGINEERING - SU - ALL DEPARTMENTS			\$30,011.95

WM SUPERCENTER

WM SUPERCENTER	Aquatics - Pool	Supplies for Outdoor Facilities	\$16.01
<i>WM SUPERCENTER - Total For Aquatics - Pool</i>			<i>\$16.01</i>
WM SUPERCENTER	Human Resources	Service Recognition Luncheon - Photo Booth	\$10.26
WM SUPERCENTER	Human Resources	Service Recognition Luncheon - Photo Booth	(\$5.97)
<i>WM SUPERCENTER - Total For Human Resources</i>			<i>\$4.29</i>

WM SUPERCENTER	Ice Arena - Concessions	CONCESSIONS	\$13.08
<i>WM SUPERCENTER - Total For Ice Arena - Concessions</i>			<i>\$13.08</i>
WM SUPERCENTER	Metro Animal Shelter	GROCERY STORES, SUPERMARKETS	\$13.50
WM SUPERCENTER	Metro Animal Shelter	GROCERY STORES, SUPERMARKETS	\$8.24
<i>WM SUPERCENTER - Total For Metro Animal Shelter</i>			<i>\$21.74</i>
WM SUPERCENTER	Police Administration	GROCERY STORES, SUPERMARKETS	\$12.05
<i>WM SUPERCENTER - Total For Police Administration</i>			<i>\$12.05</i>
WM SUPERCENTER	Regional Water Operations	batteries	\$16.24
<i>WM SUPERCENTER - Total For Regional Water Operations</i>			<i>\$16.24</i>
WM SUPERCENTER	Water Distribution	Cleaner & batteries	\$75.16
<i>WM SUPERCENTER - Total For Water Distribution</i>			<i>\$75.16</i>
WM SUPERCENTER - ALL DEPARTMENTS			\$158.57

WPSG, INC.

WPSG, INC.	Fire-EMS Operations	Helmet Fronts	\$139.01
<i>WPSG, INC. - Total For Fire-EMS Operations</i>			<i>\$139.01</i>
WPSG, INC. - ALL DEPARTMENTS			\$139.01

WPY FireNuggets Inc

WPY FireNuggets Inc	Fire-EMS Training	Class Registration	\$200.00
<i>WPY FireNuggets Inc - Total For Fire-EMS Training</i>			<i>\$200.00</i>
WPY FireNuggets Inc - ALL DEPARTMENTS			\$200.00

WY. MACHINERY CO.

WY. MACHINERY CO.	Fleet Maintenance Fund	141519 SERVICE 250HR	\$621.08
<i>WY. MACHINERY CO. - Total For Fleet Maintenance Fund</i>			<i>\$621.08</i>
WY. MACHINERY CO. - ALL DEPARTMENTS			\$621.08

WYATT ELECTRIC INC.

WYATT ELECTRIC INC.	Capital Projects Fund	Electrical work - parts & labor	\$1,997.88
WYATT ELECTRIC INC.	Capital Projects Fund	Electrical work - parts & labor	\$1,320.11
<i>WYATT ELECTRIC INC. - Total For Capital Projects Fund</i>			<i>\$3,317.99</i>

WYATT ELECTRIC INC. - ALL DEPARTMENTS

\$3,317.99

WYOMING CONFERENCE O

WYOMING CONFERENCE O	Municipal Court	Wyo Conference of Municipal Courts Annual Tra	\$525.00
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<i>WYOMING CONFERENCE O - Total For Municipal Court</i>			<i>\$525.00</i>
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WYOMING CONFERENCE O - ALL DEPARTMENTS

\$525.00

WYOMING FIRST AID &

WYOMING FIRST AID &	Metro Animal Shelter	First aid supplies	\$55.71
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<i>WYOMING FIRST AID & - Total For Metro Animal Shelter</i>			<i>\$55.71</i>
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WYOMING FIRST AID &	Regional Water Operations	First aid supplies	\$35.54
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<i>WYOMING FIRST AID & - Total For Regional Water Operations</i>			<i>\$35.54</i>
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WYOMING FIRST AID & - ALL DEPARTMENTS

\$91.25

WYOMING STEEL & RECY

WYOMING STEEL & RECY	Balefill - Baler Processing	Baler operating supplies	\$1,050.00
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<i>WYOMING STEEL & RECY - Total For Balefill - Baler Processing</i>			<i>\$1,050.00</i>
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WYOMING STEEL & RECY - ALL DEPARTMENTS

\$1,050.00

WYOMING STEEL RECYCL

WYOMING STEEL RECYCL	Water Distribution	Curb stop key	\$15.00
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<i>WYOMING STEEL RECYCL - Total For Water Distribution</i>			<i>\$15.00</i>
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WYOMING STEEL RECYCL - ALL DEPARTMENTS

\$15.00

YELLOWSTONE GARAGE

YELLOWSTONE GARAGE	City Manager	Lunch meeting	\$37.01
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<i>YELLOWSTONE GARAGE - Total For City Manager</i>			<i>\$37.01</i>
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YELLOWSTONE GARAGE - ALL DEPARTMENTS

\$37.01

YOURMEMBER-CAREERS

YOURMEMBER-CAREERS	Water Distribution	AWWA Utility Worker Job Posting	\$299.00
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<i>YOURMEMBER-CAREERS - Total For Water Distribution</i>	\$299.00
YOURMEMBER-CAREERS - ALL DEPARTMENTS	\$299.00

YOUTH CRISIS CENTER

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

Zenni Optical

Zenni Optical	Balefill - Disposal & Landfill	SAFETY GLASSES	\$124.85
<i>Zenni Optical - Total For Balefill - Disposal & Landfill</i>			<i>\$124.85</i>
Zenni Optical - ALL DEPARTMENTS			\$124.85

ZOLL MEDICAL CORPORA

ZOLL MEDICAL CORPORA	Fire-EMS Operations	X Series monitor replacement parts	\$2,510.83
ZOLL MEDICAL CORPORA	Fire-EMS Operations	Autopulse Battery	\$37.36
<i>ZOLL MEDICAL CORPORA - Total For Fire-EMS Operations</i>			<i>\$2,548.19</i>
ZOLL MEDICAL CORPORA - ALL DEPARTMENTS			\$2,548.19

CITYWIDE BILLS AND CLAIMS TOTAL **\$4,367,423.26**

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
 08/17/21

Additional Accounts Payable

07/29/21

Prewrits - Vendor Payables (reissued lost checks), Travel Reimbursement, Petty Cash, Payroll Vendors

CLH Associates	13,608.80
Economic Development Joint Powers Board	86,603.25
Matt Bowman - Travel reimbursement	418.00
Keith McPheeters - Travel reimbursement	273.00
Justin Edberg - Travel reimbursement	11.98
Robert Grant - Travel reimbursement	316.25
FIB - Gift cards	145.00
FIB - Petty Cash (Metro Animal Shelter)	450.00
Moore & Associates	5,892.37
Wyo Retirement System - City	264,795.66
Wyo Retirement System - Fire	106,033.43
Wyo Retirement System - Police	117,613.89
Wyo Department of Workforce	86,580.07
	682,741.70

08/05/21

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

American Heritage Life Insurance	4,574.38
Michael Winn - Customer refund (July 2021 ACH)	200.00
Continental American Insurance (Aflac)	716.34
Crown Construction	41,888.07
Steve Nunn - Travel reimbursement	333.75
FIB - Petty Cash (Rec Center)	300.00
FIB - Petty Cash (Transit)	250.00
FIB - Petty Cash (Police Dept)	400.00
Life Insurance Company of North America (Cigna)	12,552.72
State of Wyo Dept of Admin & Info	898,614.50
NCPERS Group Life Insurance	688.00
	960,517.76

Total Additional AP \$ 1,643,259.46

August 2, 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: Establish Public Hearing for Transfer of Retail Liquor License No. 11 From JJBB, LLC d/b/a Partytime Liquor, Located at 1335 South McKinley to Hayden and Loflin, Inc., d/b/a Local Liquor and Lounge, Located at 4120 Centennial Hills Suite 200.

Meeting Type & Date
Regular Council Meeting
August 17, 2021

Action type
Establish Public Hearing
Minute Action

Recommendation
That Council, by minute action, establish September 17, 2021 as the Public Hearing date for a transfer of ownership and location for retail liquor license no. 11 from JJBB, LLC d/b/a Partytime Liquor, located at 1335 South McKinley to Hayden and Loflin, Inc., d/b/a Local Liquor and Lounge, located at 4120 Centennial Hills Suite 200.

Summary
An application has been received requesting a transfer of ownership and location for retail liquor license no. 11 from JJBB, LLC d/b/a Partytime Liquor, located at 1335 South McKinley to Hayden and Loflin, Inc., d/b/a Local Liquor and Lounge, located at 4120 Centennial Hills Suite 200.

If approved, this license will remain at the current location of 1335 South McKinley until October 1, 2021, when at that time it will transfer to the new building. It's anticipated the new building will be ready for occupation on this date.

Jon Boulanger currently has 100% of the membership interest in JJBB, LLC d/b/a Partytime Liquor and Hayden and Loflin, Inc. d/b/a Local Liquor and Lounge.

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 22, 2021

MEMO TO: J. Carter Napier, City Manager 

FROM: Andrew Beamer, P.E., Public Services Director
Alex Sveda, P.E., City Engineer
Scott R. Baxter, P.E., Associate Engineer

SUBJECT: Local Assessment District No. 157
Arrowhead Road and Jade Avenue Roadway Improvements Project
Assessment Roll Public Hearing and Approval of Ordinance on First Reading

Meeting Type & Date:
Regular Council Meeting
August 17, 2021

Action Type:
Ordinance

Recommendation:
That Council, on first reading, approve an ordinance confirming the assessment for Local Assessment District No. 157 – Arrowhead Road and Jade Avenue Roadway Improvements.

Summary:
In May 2020, Council adopted Ordinance 8-20 creating Local Assessment District (LAD) No. 157 – Arrowhead Road and Jade Avenue Roadway Improvements. The LAD No. 157 area includes only the four (4) properties on each corner of the intersection of Arrowhead Road and Jade Avenue. Construction is now complete, and the final costs for the LAD have been prepared.

The project was constructed using local assessment district (LAD) funds allocated for street construction. The proposed LAD 157 contribution for the project, as identified by the procedures set forth to create the LAD, was \$69,707.82. The costs included the curbside construction and materials costs, and materials costs only for crushed base and asphalt. Assessments for the LAD include property owner payment for curbside installation along the street frontage of their property, and asphalt pavement in the street section.

Ordinance 8-20 estimated that the curbside assessment for LAD 157 would be \$96.29 per lineal foot of curbside. Actual construction costs for the project resulted in just \$94.20 per lineal foot to be assessed to the property owners.

Property owners affected by the construction in the LAD 157 area were recently notified of this first reading by letter dated July 22, 2021. Likewise, notification was also published in the Casper Star-Tribune on July 28, 2021, and August 4, 2021. The letter includes information about the expected assessment amount, and the Council meeting date for the first reading and the hearing of public comments.

After the public hearing, Council will consider the first reading of the ordinance to confirm the assessments. After the ordinance is adopted, including three readings by Council, residents within the District may pay their entire assessment within 30 calendar days, free of interest, or in ten (10) equal yearly installments at an interest rate of three percent (3%).

The Council, acting as the Board of Equalization, will review the assessment roll, recommend any corrections, and/or approve the assessment roll as presented. If Council elects to adjust the assessments, City staff will prepare a recommendation for Council consideration.

Financial Consideration

The total assessment for the project is \$69,707.82 to be deposited into the LAD Fund.

Oversight/Project Responsibility

Scott R. Baxter, P.E., Associate Engineer

Attachments

Ordinance

ORDINANCE NO. 28-21

AN ORDINANCE RATIFYING ALL ACTIONS PREVIOUSLY TAKEN CONCERNING CITY OF CASPER, WYOMING, LOCAL ASSESSMENT DISTRICT NO. 157, CONFIRMING THE PROCEEDINGS, ASSESSMENT ROLL AND ASSESSMENT THEREFOR; ASSESSING THE AMOUNTS IN SAID ROLL ON THE PROPERTY IN SAID DISTRICT; CREATING A LIEN THEREFOR AND PRESCRIBING THE PRIORITY THEREFOR; DIRECTING THE CERTIFICATION OF SAID ROLL BY THE CITY CLERK AND TRANSMITTAL THEREOF TO THE CITY TREASURER; PRESCRIBING NOTICE THAT SAID ASSESSMENT SHALL BE PAID AND THE TERMS THEREOF; PROVIDING FOR THE PAYMENT OF SAID ASSESSMENT; CREATING A SPECIAL AND A SEPARATE FUND THEREFOR; PROVIDING FOR THE COLLECTION OF DELINQUENT ASSESSMENTS; AND, PRESCRIBING VARIOUS DETAILS CONCERNING SAID PROVISIONS.

WHEREAS, the Council does hereby find that all assessments are just and proper;

WHEREAS, the Council of said City hereby determines to provide for the collection of said assessments; and,

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

Section 1. Ratification.

All action (not inconsistent with the provisions of this ordinance) heretofore taken by the City and the officers of said City, directed toward the creation of the City of Casper, Wyoming, Local Assessment District No. 157, the making of local improvements therein, the levy of assessments therefor, is hereby ratified, approved, and confirmed.

Section 2. Confirmation of Proceedings, Assessment Roll and Assessments.

The regularity, validity, and correctness of said proceedings, the assessment roll therefor and said assessments in the amount levied and apportioned on and against the lots, tracts, parcels of land, and other property in said District, as modified by this Ordinance, are hereby in all respects established and confirmed.

Section 3. Levy of Assessments.

The cost and expense of such improvements and the apportionment of the same, as set forth in the assessment roll on file with the City Engineer and which has been made out in accordance with the provisions of Ordinance No. 8-20, passed, adopted, and signed on the 5th day of May, 2020, except to reflect more accurately the costs of the improvements, and of Wyoming Statutes Section 15-6-401 et seq., are hereby assessed against the lots, tracts, parcels of land, and other property included within such improvement district in the proportions and amounts severally set forth in said assessment roll which is hereby specifically referred to and made a part hereof to the same extent as if set forth herein at length.

Section 4. Creation of Lien.

All assessments, assessed as aforesaid, together with any interest and any penalty thereon, shall, from the time said assessment roll is placed in the hands of the Treasurer of said City, constitute a lien upon the respective lots, tracts, parcels of land, and other property assessed. The special assessments thereafter shall be and remain a lien on said property assessed until paid.

Section 5. Priority of Lien.

Said lien shall be paramount and superior to any other lien or encumbrance whatsoever, created before or after, except a lien for assessments for general taxes.

Section 6. Certification of Assessment Roll to City Treasurer.

The Clerk of the City shall immediately certify said assessment roll and transmit the same to the Treasurer of the City for collection.

Section 7. Notice of Collection of Assessments.

The Treasurer of the City shall, as soon as the assessment roll is placed in his hands for collection, publish a notice in the official newspaper of the City, and being a daily newspaper published and of general circulation in the City, once per week for two (2) consecutive weeks, and shall specify that said roll is in his hands for collection and that any assessment therein or any portion of any such assessment may be paid at any time within thirty (30) days from the date of the first publication of said notice, without penalty, interest or costs; provided, that at the election of the owner, any such assessment, or any part thereof, may and unless the assessment against any parcel is paid within said thirty (30) days, it shall, be paid in ten (10) substantially equal annual installments, with interest at the rate of three percent (3%) per annum, as hereinafter provided. The first installment shall become due one year from the date of confirmation and other installments shall become due on the succeeding anniversary dates. Each installment shall become delinquent unless paid when due, in which event the entire assessment is due and payable as provided by Wyoming Statute Section 15-6-420.

The owner of any lot or parcel of land in said District may redeem the same from any and all liability for the unpaid amount of his assessment, at any time after said thirty (30) days, by paying the entire installments of said assessment remaining unpaid, with interest to the date of maturity of the installment next falling due.

The notice described above shall be in substantially the following form to wit:

NOTICE OF COLLECTION OF ASSESSMENTS
IN
CITY OF CASPER, WYOMING
LOCAL ASSESSMENT DISTRICT NO. 157

NOTICE IS HEREBY GIVEN pursuant to the provisions of Ordinance No. __-__, passed, signed, attested, and recorded the __ day of ____, 2021, that the confirmed assessment roll for the City of Casper, Wyoming, Local Assessment District No. 157, was certified on the __ day of ____, 2021, by the Clerk of the City of Casper to the undersigned, the Treasurer of the City, for collection. The owner of any lot, tract, parcel of land, or other property, charged with any assessment may redeem the same from all or any portion of the liability for the contract price of such improvement by paying the entire assessment or any portion thereof charged against such lot or parcel of land without interest and without further demand within thirty (30) days after the first publication of this notice, to wit, on or before the ____ day of ____, 2021.

Failure to pay the whole assessment within said period of thirty (30) days shall be conclusively considered and held on election on the part of all persons interested, whether under disability or otherwise, to pay the unpaid assessments in installments. In case of such election to pay installments, the unpaid assessments shall be payable at the office of said Treasurer of said City in ten (10) substantially equal annual installments of principal, the first of which installments of principal shall be due and payable on or before the __ day of ____, 2021, being one year from the passage, signature, attestation, and recordation of said Ordinance No. __, one year from the date of confirmation of assessments, and the remainder of said installments shall be due and payable successively on the succeeding anniversary dates, until paid in full, with interest in all cases on the unpaid and deferred installments of principal from the said ____ day of ____, 2021, the date of passage, signature, attestation, and recordation of said Ordinance No. ____, at the rate of three percent (3%) per annum, payable at the office of said Treasurer. Each installment shall become delinquent unless paid when due, and failure to pay any installment, whether of principal or interest, when due, shall cause the whole of the unpaid principal to become due and payable immediately, and the whole amount of the unpaid principal and accrued interest shall thereafter draw, in addition to said interest, a penalty of five percent (5%) of the last annual unpaid assessment. The Owner of any such property may pay all unpaid installments at any time prior to the day of the sale, or judgment for said unpaid installments, with interest thereon at three percent (3%) per annum, and all penalties accrued, and shall thereupon be restored to the right thereafter to pay in installments in the same manner as if default had not been suffered.

The owner of any such property may redeem the same from all liability for the unpaid amount of said assessment at any time after said thirty (30) days by paying all installments of said assessment remaining unpaid and charged against such lot, tract, parcel, or other property, at the time of such payment, with interest thereon to the date of maturity of the installment next falling due. All payments shall be made payable to the Treasurer of the City of Casper.

IT WITNESS WHEREOF, I have hereunto set my hand at Casper, Wyoming, this ___ day of _____, 2021.

Treasurer
CITY OF CASPER, WYOMING

Section 8. Payment of Assessment.

The sum hereby charged against each of said lots, tracts, parcels of land, and other property, as set forth in the assessment roll, shall be paid in the manner and upon the terms hereinabove provided in said notice.

Section 9. Construction Funds.

The special assessment collected during said 90-day period by the Treasurer of the City of Casper shall be placed in a special and separate fund designated as the "Casper Construction Fund, District No. 157, and as such at all times constitute a sinking fund for, be deemed specially appropriated to, and be applied solely to, the payment of the costs and expenses of the improvements made in said City of Casper, Wyoming, Local Assessment District No. 157. Said special assessments, principal, interest, and any penalty, when collected by said Treasurer after said 30-day period, shall be placed in the fund, and as such, shall at all times, constitute a sinking fund for, and be deemed specially appropriated to, and be applied solely to, the General Fund (Special Assessment Revolving Fund) for the purpose of paying the costs and expenses of said improvements, and thereafter to the extent monies are available therefor, said fund shall not be used for any other purpose until said monies so advanced by the City and the interest thereon are fully paid.

Section 10. Foreclosure of Delinquent Assessments.

In case the payment of any such assessment or any installment of principal or interest on such assessment of any lot, tract, parcel of land, or other property assessed is delinquent, the entire assessment shall become due and payable and the City Treasurer of Casper shall forthwith cause the owner or owners of such delinquent property, if known, to be notified in writing of such delinquency, by certified mail, return receipt requested, or by posting written notice on the property, and if such delinquency shall not be paid within ten (10) days after such notice, then any delinquent assessment may be collected in the manner provided in Wyoming Statutes Sections 15-6-410 to 15-6-412, inclusive, and all laws thereunto enabling, or, at the option of the City, in the manner provided in Wyoming Statutes Section 15-6-419, all laws thereunto enabling, or otherwise as provided by law.

Section 11. Officers' Authorization to Proceed.

The officers of the City, including the Manager, Clerk, and Treasurer, be, and they hereby are, authorized and directed to take all action necessary or appropriate to effectuate the provisions of this Ordinance.

(Arrowhead Road and Jade Avenue Roadway Improvements LAD Assessment Role)

Section 12. Severability.

If any section, paragraph, clause, or provision of this Ordinance shall be held to be invalid or unenforceable, for any reason, the invalidity or enforceability of such section, paragraph, clause, or provision shall in no manner affect any remaining provisions of this Ordinance.

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.

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Steven K. Freel
Mayor

ROLL FILING
 Arrowhead and Jade Intersection
 LAD No. 157 - Financial Assessment Figures

Lot	Use or Condition	Owner	Total Related Length		Proportion	Assessment	Unit Price
NW Lot	Open/Vacant	In Motion Industries, LLC	140+60=	200 Feet	27.027%	\$18,839.95	\$94.20
SW Lot	Wyatt Electric	P J Leasing, LLC	140+60=	200 Feet	27.027%	\$18,839.95	\$94.20
SE Lot	Private Shop Building	T A D G, LLC	140+30=	170 Feet	22.973%	\$16,013.96	\$94.20
NE Lot	Peerless Tire Shop	Peerless Tire Company	140+30=	170 Feet	22.973%	\$16,013.96	\$94.20
				740 Feet	100.000%	\$69,707.82	

Property Owner Mailing Address

Assessed Property

In Motion Industries, LLC 240 S. Wolcott Street, Suite 11 Casper, WY 82601-2575	3000 Arrowhead Road \$18,839.95
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P J Leasing, LLC PO Box 4989 Casper, WY 82604	2320 Jade Avenue \$18,839.95
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T A D G, LLC PO Box 309 Mills, WY 82644	2933 Arrowhead Road \$16,013.96
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Peerless Tyre Company 5000 Kingston Street Denver, CO 80239	2929 CY Avenue \$16,013.96
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APPROVAL AS TO FORM

I have reviewed the attached *Ordinance Ratifying LAD 157* and approve it as to form on behalf of the City of Casper, Wyoming.

Dated: 08/11/2021



Wallace Trembath III
Deputy City Attorney

August 2, 2021

MEMO TO: J. Carter Napier, City Manager *JCN*
FROM: Jill Johnson, Financial Services Director *JJ*
Evan Condelario, Budget & Accounting Supervisor *EC*
SUBJECT: Amendment to the Fiscal Year 2022 Budget

Meeting Type & Date

Regular Council Meeting
August 17, 2021

Action Type

Public Hearing
Resolution

Recommendation

That Council, by Resolution, authorize an amendment to the Fiscal Year 2022 Budget.

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.

The budget amendment being proposed would be the first amendment to the originally adopted Fiscal Year 2021-2022 budget. This amendment is primarily composed of three sections including: project carryovers, new budget requests, and encumbered contracts/purchase orders.

Project carryovers are items that were authorized in Fiscal Year 2020-2021 but services or products were not delivered before June 30, 2021. The expenditure authority for these items has lapsed and it is necessary to reauthorize these planned expenditures for Fiscal Year 2021-2022. These requests are itemized in Attachment A in the amount of \$18,253,407.

During budget discussions, three additional items were discussed which are included in this budget amendment. These include the one-time payment to employees (\$668,677), the transfer to the Revolving Land Fund (\$100,000) from the General Fund, and sales tax repayment to the State of Wyoming (\$603,040). In addition to these items, the following requests were made for which there is funding available:

- \$6,500 Rotary safes for cash safekeeping – part of new cash handling policy. Funding from capital fund unassigned cash.

- \$323,366 2020 MPO projects which were not carried over to 2021 in error. Funding from FTA grant reimbursement and 6.971% match from General Fund (\$22,542).
- \$1,811 Casper’s Council of People with Disabilities (CCPD) net income from FY21. Funding from donations already received.

These requests are itemized in Attachment B in the amount of \$1,725,966.

Like the project carryovers, encumbrances include purchase orders/contracts which were authorized in Fiscal Year 2020-2021 but services or products were not delivered before June 30, 2021. The expenditure authority for these items has lapsed and it is necessary to reauthorize these planned expenditures for Fiscal Year 2021-2022. These obligations are itemized in Attachment C in the amount of \$15,064,634.

Financial Considerations

Total project and encumbrance carry over funding requests \$33,318,041. Net impact to projected fund balances is \$0 as expenditures were accounted for in the previous budget cycle.

Total supplemental budget requests \$1,725,966. Net impact (after application of unanticipated revenues and transfers) to various funds is \$1,310,810 shown as follows:

General Fund:	\$	1,107,372
Metro:	\$	12,715
Weed & Pest:	\$	4,230
Revolving Land Fund:	\$	(100,000)
Police Grants:	\$	1,413
Transit Fund:	\$	33,874
MPO Fund:	\$	12,448
PSCC Fund:	\$	24,017
Capital Fund:	\$	6,500
Water Dist. Fund:	\$	34,367
WTP Fund:	\$	14,128
Sewer Fund:	\$	13,394
WWTP Fund:	\$	21,036
Refuse Fund:	\$	38,889
Balefill Fund:	\$	31,186
Aquatics Fund:	\$	2,826
Golf Course Fund:	\$	5,651
Ice Arena Fund:	\$	2,826
Recreation Center Fund:	\$	11,270
Hogadon Ski Fund:	\$	7,064
Fleet Maint. Fund:	\$	14,095
Buildings & Structures Fund:	\$	8,477
Property & Liab. Fund:	\$	3,033

Oversight/Project Responsibility
Jill Johnson, Financial Services Director

Attachments
Budget Amendment #1 Resolution
Budget Amendment Attachment A
Budget Amendment Attachment B
Budget Amendment Attachment C

ATTACHMENT A		
FY 2022 BUDGET AMENDMENT #2		
CARRY OVER FUNDING REQUESTS		
	CARRY OVER FUNDING REQUESTED	DESCRIPTION
General Fund		
City Manager	\$ 30,773	Marketing City Recreational Assets
	26,291	Marketing City Recreational Assets
	36,325	6th Cent Edu Process
Planning	11,000	African American Cultural Study
Police Administration	25,000	Police Admin
Fire-EMS Training	38,251	Testing (Operational Line Item)
Total General Fund	\$ 167,640	
Metro Animal Shelter Fund	\$ 7,540	Metro Animal Shelter Walking Path
Special Fire Assistance Fund	\$ 114,396	RRT2/Vehicle/Container System
Public Transit Fund	\$ 205,555	FY20 CATC Operating & Fuel
	93,255	FY20 CATC Capital & PM
	199,950	Transit Bus Wrap Project
	292,641	Cares Act Operating and Maintenance
	72,000	ADA Conversion Van
	229,869	Transit Bus AVL System
	93,993	Door to Door Dispatching Upgrade
Total Public Transit Fund	\$ 1,187,263	
Metropolitan Planning Fund	\$ 1,800	Transcad License Support
	23,337	MPO Miscellaneous Projects
	30,000	FY21 Traffic Counts
	60,000	Casper Rail Trail Extension Plan
	40,000	Yellowstone Intersection Study
	40,000	Casper 2-Way Conversion Study
	75,000	Casper Complete Streets & Ordinance Plan
	19,885	Evansville Trail Linkage
	3,000	MPO Miscellaneous Programs FY21
	65,000	Trail Extension Plan Robertson Road
Total Metropolitan Planning Fund	\$ 358,022	
Capital Projects Fund	\$ 313,300	Events Drive Improvements
	6,969	Council Chambers AV Server Upgrades
	25,000	Call Center Software
	70,860	2 Marked F150s
	6,000	2 Marked F150s
	270,000	6 Marked SUVs
	6,000	2 Unmarked SUVs
	45,000	1 Marked Hybrid
	88,000	2 Marked F150s
	38,000	Spillman Arrest Module
	40,000	License Plate Reader
	5,653	1% #15 Fire Training Tower Improvements
	40,889	Miscellaneous Park Improvements
	29,298	Playground and Fall Material Repl
	40,732	Parks Irrigation Misc Improvements
	19,847	V.A. Reservoir Dog Park
	17,913	Painting Stuckenhoff Shooters
	120,200	Casper Senior Center Air Conditioning Upgrades
	2,632,224	Project Safe
Total Capital Projects	\$ 3,815,884	

Water Fund	\$ 1,000,000	WDG Addition/Building
	983,515	Misc Water Main Replacements
	90,000	Hydraulic Truck Replacement
	55,000	Flat Bed Dump Truck Replacement
Total Water Fund	\$ 2,128,515	
Sewer Fund	\$ 215,370	Misc Sewer Main Replacement
	65,000	Izaak Walton Generator Replacement
Total Sewer Fund	\$ 280,370	
WWTP Fund	\$ 85,900	Air Port Lift Station Generator Replacement
	25,000	WAS Pump Replacement
	30,000	UV Disinfection Equipment
	85,000	Bar Nunn Lift Station Generator Replacement
	40,000	Turblex Blower Service
	90,000	Grit System #2 Rehab Project
	90,000	Grit System #1 Rehab Project
	81,000	Centrifuge #1 Rehabilitation Project
	150,000	Dewatering Building HVAC Replacement Project
	70,000	Aeration Basin Air Piping Recoating Project
	6,732,313	North Platte Sanitary Sewer Rehabilitation Project
	623,000	WWTP Digester Boiler Installation
	12,000	Utility Cart Replacement Project
	12,000	Roll-off Box Replacement
Total WWTP Fund	\$ 8,126,213	
Refuse Fund	\$ 20,000	Biosolids Tree Farm Maintenance
	25,000	Asphalt Improvements- Container Outdoor Storage AND Facility Asphalt Improvements
	350,000	Replace Side Load Truck
	125,000	Container Delivery Truck
	350,000	Replace Front Load Garbage Truck
Total Refuse Fund	\$ 870,000	
Balefill Fund	\$ 18,030	Biosolids Tree Farm Maintenance
	250,000	Thermal Monitoring at Casper Compost Yard Areas
	20,000	Electrical Upgrade for Casper Regional Landfill
	59,223	Miller House Ongoing Upgrades
	25,000	Solid Waste Facility Landscaping
	62,306	Casper Solid Waste Facility Entrance Sign
	25,000	Exit Scale Repairs
	199,654	Replace Wheel Loader
	55,000	Baler Fork Lift
	177,000	Bagging System Upgrade to One Man Bagging System - Engineering Proj No. 20-026
	212,850	Thermal Monitoring at Casper Compost Yard Areas
	91,000	David Street Alley Sewer Main Replacement
Total Balefill Fund	\$ 1,195,064	
Casper Events Center Fund	\$ 2,500	Technology-Capital
TOTAL CARRY OVER REQUESTED	\$ 18,253,407	

ATTACHMENT B				
FY 2022 BUDGET AMENDMENT #1				
SUPPLEMENTAL FUNDING REQUESTS				
	SUPPLEMENTAL FUNDING REQUESTED	NEW OR OFFSETTING REVENUES	DESCRIPTION	FUNDING SOURCE
General Fund				
City Manager	\$ 1,811		CCPD FY20 & FY21 Net	Contributions
City Council	603,040		Sales Tax Repayment	General Fund Available Cash
General Fund Transfers Out	100,000		Transfer out to Revolving Land Fund	General Fund Available Cash
	22,542		Transfer out to MPO for Grant Match	Match to MPO
General Fund Employees	379,979		Employee One Time Payment	FY21 Cash Balance
Total General Fund	\$ 1,107,372			
Metro Animal Shelter Fund	\$ 12,715		Employee One Time Payment	FY21 Cash Balance
Weed & Pest Fund	\$ 4,230		Employee One Time Payment	FY21 Cash Balance
Revolving Land Fund		\$ (100,000)	Transfer in from General Fund Transfers Out	General Fund Reserve Available cash
Police Grants Fund	\$ 1,413		Employee One Time Payment	FY21 Cash Balance
Public Transit Fund	\$ 33,874		Employee One Time Payment	FY21 Cash Balance
Metropolitan Planning Org Fund		\$ (292,614)	Grant from FTA	FTA through WYDOT
	\$ 323,366		Carryover for Grant Match	Programs and Projects carryover from 2020
		(22,542)	Grant Match from General Fund	Match from General Fund
	4,238.28		Employee One Time Payment	FY21 Cash Balance
Total Metropolitan Planning Fund	\$ 327,604	\$ (315,156)		
Public Safety Communications Fund	\$ 24,017		Employee One Time Payment	FY21 Cash Balance
Capital Fund	\$ 6,500		Up to 12 drop boxes	1% - Old Fund 31 Capital Equipment funds
Water Fund	\$ 34,367		Employee One Time Payment	FY21 Cash Balance
Regional Water Fund	\$ 14,128		Employee One Time Payment	FY21 Cash Balance
Sewer Fund	\$ 13,394		Employee One Time Payment	FY21 Cash Balance
WWTP Fund	\$ 21,036		Employee One Time Payment	FY21 Cash Balance
Refuse Fund	\$ 38,889		Employee One Time Payment	FY21 Cash Balance
Balefill Fund	\$ 31,186		Employee One Time Payment	FY21 Cash Balance
Aquatics Fund	\$ 2,826		Employee One Time Payment	FY21 Cash Balance
Golf Fund	\$ 5,651		Employee One Time Payment	FY21 Cash Balance
Ice Arena Fund	\$ 2,826		Employee One Time Payment	FY21 Cash Balance
Rec Center Fund	\$ 11,270		Employee One Time Payment	FY21 Cash Balance
Hogadon Fund	\$ 7,064		Employee One Time Payment	FY21 Cash Balance
Fleet Maintenance Fund	\$ 14,095		Employee One Time Payment	FY21 Cash Balance
Buildings & Structures Fund	\$ 8,477		Employee One Time Payment	FY21 Cash Balance
Property Insurance Fund	\$ 3,033		Employee One Time Payment	FY21 Cash Balance
TOTAL ALL FUNDS	\$ 1,725,966	\$ (415,156)		

ATTACHMENT C				
FY 2022 BUDGET AMENDMENT #1				
Encumbered Contracts/PO				
	Encumbered			
	Contracts/PO	Liquidated	Remaining	Vendor
General Fund				
City Council				
PO/Contract No. 22200264	\$ 1,063	\$ -	\$ 1,063	AIRGAS USA LLC
PO/Contract No. 22200351	30	-	30	ALSCO
City Manager				
PO/Contract No. 22200806	45	-	45	DELL MARKETING LP
PO/Contract No. 20300087	11,278	-	11,278	CENTER FOR PUBLIC SAFETY MANAGEMENT LLC
Social Community Services				
PO/Contract No. 22200313	4,858	(4,418)	440	COMPUTER PROFESSIONALS UNLIMITED, INC.
PO/Contract No. 20300378	293	-	293	CASPER SOCCER CLUB
PO/Contract No. 20300381	5,000	-	5,000	CASPER AMATEUR HOCKEY
PO/Contract No. 20300390	407	-	407	CITY OF CASPER
PO/Contract No. 20300391	2,714	-	2,714	CITY OF CASPER
PO/Contract No. 20300459	10,000	(5,833)	4,167	ECONOMIC DEVELOPMENT JOINT POWERS BOARD
Municipal Court				
PO/Contract No. 21200038	862	-	862	COMPUTER PROFESSIONALS UNLIMITED, INC.
City Attorney				
PO/Contract No. 22200808	960	-	960	ATLAS OFFICE PRODUCTS
PO/Contract No. 22200789	1,180	-	1,180	COMPUTER PROFESSIONALS UNLIMITED, INC.
PO/Contract No. 22200790	380	-	380	DELL MARKETING LP
Human Resources				
PO/Contract No. 22200826	9	-	9	COMPUTER PROFESSIONALS UNLIMITED, INC.
PO/Contract No. 20300339	15,402	(14,398)	1,004	STERLING INFOSYSTEMS INC
PO/Contract No. 22200058	495	(316)	179	CONVERGEONE INC
PO/Contract No. 22200764	3,059	-	3,059	GLOBAL SPECTRUM L.P.
Information Services				
PO/Contract No. 22200800	1,607	-	1,607	COMPUTER PROFESSIONALS UNLIMITED, INC.
Finance				
PO/Contract No. 22200800	9	-	9	COMPUTER PROFESSIONALS UNLIMITED, INC.
Customer Services				
PO/Contract No. 22200826	9	-	9	COMPUTER PROFESSIONALS UNLIMITED, INC.
Engineering				
PO/Contract No. 21200172	546	-	546	VIEWPOINT GOVERNMENT SOLUTIONS, INC.
Streets & Traffic Control				
PO/Contract No. 22200507	105,651	(105,651)	0	DUSTBUSTERS ENTERPRISES INC
PO/Contract No. 22200675	107,200	(101,657)	5,543	DUSTBUSTERS ENTERPRISES INC
PO/Contract No. 20300317	2,858	(6,883)	(4,025)	ATLANTIC ELECTRIC, INC.
PO/Contract No. 21300020	9,273	-	9,273	MYERS & SONS CONSTRUCTION LLC
PO/Contract No. 21300035	40,000	(29,069)	10,931	ATLANTIC ELECTRIC, INC
Code Enforcement				
PO/Contract No. 21200172	1,911	-	1,911	VIEWPOINT GOVERNMENT SOLUTIONS, INC.
PO/Contract No. 22200746	1,469	-	1,469	COMPUTER PROFESSIONALS UNLIMITED, INC.
PO/Contract No. 22200747	1,165	-	1,165	COMPUTER PROFESSIONALS UNLIMITED, INC.
Police Administration				
PO/Contract No. 22200203	917	(687)	229	DELL MARKETING LP
PO/Contract No. 22200810	200	-	200	PROFORCE MARKETING INC
PO/Contract No. 21300027	24,400	(23,800)	600	ADBAY.COM
PO/Contract No.	1,900	-	1,900	COMMISSION ON ACCREDIT.FOR LAW ENF. AGENCIES
PO/Contract No. 20300086	17,840	-	17,840	CENTER FOR PUBLIC SAFETY MANAGEMENT LLC
PO/Contract No. 21200256	5,400	-	5,400	LAPEL PINS PLUS NETWORK LLC
PO/Contract No. 21200324	5,400	-	5,400	LAPEL PINS PLUS NETWORK LLC
PO/Contract No. 21300026	11,450	(13,350)	(1,900)	COMMISSION ON ACCREDIT.FOR LAW ENF. AGENCIES
PO/Contract No. 22200258	7,283	-	7,283	CI TECHNOLOGIES INC
PO/Contract No. 22200753	380	-	380	DELL MARKETING LP
PO/Contract No. 22200765	17,785	-	17,785	MOTOROLA SOLUTIONS
PO/Contract No. 22200810	25,000	-	25,000	PROFORCE MARKETING INC
PO/Contract No. 21200522	339	-	339	PCN STRATEGIES INC
PO/Contract No. 21200523	39,175	-	39,175	FREMONT MOTOR CASPER, INC.
PO/Contract No. 22200176	4,298	-	4,298	COMPUTER PROFESSIONALS UNLIMITED, INC.
PO/Contract No. 22200442	327	(159)	169	CONVERGEONE INC
PO/Contract No. 21200432	227	-	227	CONVERGEONE INC
PO/Contract No. 22200799	19,721	-	19,721	PROFORCE MARKETING INC
Fire-EMS				

PO/Contract No. 22200786	3,808	(2,946)	862	COMPUTER PROFESSIONALS UNLIMITED, INC.
PO/Contract No. 22200787	1,140	-	1,140	DELL MARKETING LP
PO/Contract No. 22200802	1,626	-	1,626	COMPUTER PROFESSIONALS UNLIMITED, INC.
PO/Contract No. 22200803	380	-	380	DELL MARKETING LP
PO/Contract No. 21300050	9,893	(6,296)	3,598	EMERGENCY MEDICAL DIRECTION AND CONSULTING
PO/Contract No. 22200183	6,900	-	6,900	ZOLL MEDICAL CORPORATION
PO/Contract No. 22200618	556	-	556	CONVERGEONE INC
PO/Contract No. 22200696	916	-	916	MUNICIPAL EMERGENCY SVCS., INC.
PO/Contract No. 21200306	12,400	-	12,400	L.N. CURTIS & SONS INC.
PO/Contract No. 22200597	1,992	-	1,992	WESTNET INC
PO/Contract No. 22200628	1,927	-	1,927	ZOLL MEDICAL CORPORATION
PO/Contract No. 22200771	3,335	-	3,335	KINSCO LLC
PO/Contract No. 22200758	5,578	-	5,578	MUNICIPAL EMERGENCY SVCS., INC.
Parks				
PO/Contract No. 21200544	750	(710)	40	PEDEN'S INC
PO/Contract No. 22200726	1,500	-	1,500	SHIRTS & MORE INC
PO/Contract No. 21200251	661	-	661	DELL MARKETING LP
Total General Fund	\$ 565,137	\$ (316,173)	\$ 248,964	
Perpetual Care Fund				
PO/Contract No.	\$ 2,000	\$ (1,000)	\$ 1,000	WEST PLAINS ENGINEERING, INC.
PO/Contract No. 20300031	5,700	(6,700)	(1,000)	WEST PLAINS ENGINEERING, INC.
PO/Contract No. 20300171	870	-	870	STATELINE NO 7 ARCHITECTS
PO/Contract No. 20300468	451,500	(483,000)	(31,500)	CASPER ELECTRIC, INC.
PO/Contract No. 21300020	40,500	-	40,500	MYERS & SONS CONSTRUCTION LLC
Total Perpetual Care Fund	\$ 500,570	\$ (490,700)	\$ 9,870	
Metro Animal Fund				
PO/Contract No. 22200562	\$ 2,824	\$ -	\$ 2,824	ATLAS OFFICE PRODUCTS
PO/Contract No. 22200821	5,391	-	5,391	SHOR-LINE
PO/Contract No. 22200823	3,474	-	3,474	SHOR-LINE
PO/Contract No. 20300085	3,800	-	3,800	DELL MARKETING LP
Total Metro Animal Fund	\$ 15,490	\$ -	\$ 15,490	
Weed and Pest Fund				
PO/Contract No. 22200768	\$ 20,720	\$ -	\$ 20,720	WESTERN COOPERATIVE COMPANY
CDBG Program Fund				
PO/Contract No. 20300045	\$ 18,531	\$ -	\$ 18,531	GEOSYNTEC CONSULTANTS INC
Revolving Land Fund				
PO/Contract No. 21300068	10,000	(2,030)	7,971	WLC ENGINEERING - SURVEYING - PLANNING
Public Transit Fund				
PO/Contract No. 20300384	\$ 1,800	\$ -	\$ 1,800	CASPER AREA TRANSPORTATION COALITION
PO/Contract No. 22200718	461	-	461	CONVERGEONE INC
PO/Contract No. 22200636	1,428	-	1,428	CONVERGEONE INC
PO/Contract No. 22200791	937	-	937	COMPUTER PROFESSIONALS UNLIMITED, INC.
PO/Contract No. 22200792	380	-	380	DELL MARKETING LP
Total Public Transit Fund	\$ 5,006	\$ -	\$ 5,006	
Metropolitan Planning Fund				
PO/Contract No. 20300440	\$ 27,480	\$ (19,416)	\$ 8,064	FUGRO USA LAND INC
PO/Contract No. 20300446	1,830	-	1,830	INNOVATIVE DATA ACQUISITIONS LLC
PO/Contract No. 21300047	76,065	(55,144)	20,921	ENVIRONMENTAL & CIVIL SOLUTIONS, LLC
PO/Contract No. 21300052	98,068	(91,580)	6,488	MOORE & ASSOCIATES INC
PO/Contract No. 21300057	74,922	(70,058)	4,863	HDR ENGINEERING, INC.
Total Metropolitan Planning Fund	\$ 278,364	\$ (236,198)	\$ 42,166	
Public Safety Communications				
PO/Contract No. 20300461	\$ 124,028	\$ -	\$ 124,028	COMMUNICATION TECHNOLOGIES, INC.
PO/Contract No. 21200503	71,410	-	71,410	POWERPHONE INC
PO/Contract No. 22200822	7,500	-	7,500	LUM STUDIO
Total Public Safety Communications Fund	\$ 202,938	\$ -	\$ 202,938	
Capital Projects Fund				
PO/Contract No. 20300115	\$ 129,199	\$ (83,989)	\$ 45,210	TRIHYDRO CORP.
PO/Contract No. 20300187	11,667	(9,333)	2,333	THE ARC OF NATRONA COUNTY
PO/Contract No. 20300263	71,864	(60,366)	11,498	BOYS & GIRLS CLUBS OF CENTRAL WY
PO/Contract No. 20300301	4,537	-	4,537	COURT APPOINTED SPECIAL ADVOCATES OF NATRONA

PO/Contract No. 20300306	171,682	(115,874)	55,808	CASPER HOUSING AUTHORITY
PO/Contract No. 20300308	18,722	-	18,722	CASPER SPORTS ALLIANCE
PO/Contract No. 20300309	90,694	(35,778)	54,917	CENTRAL WYOMING HOSPICE AND TRANSITIONS
PO/Contract No. 20300310	36,451	(30,619)	5,832	CENTRAL WY. RESCUE MISSION
PO/Contract No. 20300311	53,235	(42,494)	10,741	CENTRAL WY. SENIOR SVCS., INC.
PO/Contract No. 20300313	34,583	(27,667)	6,917	CHILDREN'S ADVOCACY PROJECT, INC.
PO/Contract No. 20300314	14,506	-	14,506	CASPER DOWNTOWN DEVELOPMENT AUTHORITY
PO/Contract No. 20300315	38,099	(28,335)	9,764	GREATER WYOMING BIG BROTHERS, BIG SISTERS
PO/Contract No. 20300316	42,708	(15,375)	27,333	INTERFAITH OF NATRONA COUNTY, INC.
PO/Contract No. 20300342	3,379	-	3,379	CASPER NATRONA COUNTY HEALTH DEPARTMENT
PO/Contract No. 20300343	121,309	(75,204)	46,105	NATRONA COUNTY PUBLIC LIBRARY FOUNDATION
PO/Contract No. 20300345	100,000	(46,989)	53,011	NICOLAYSEN ART MUSEUM
PO/Contract No. 20300346	125,417	(56,792)	68,625	THE SCIENCE ZONE
PO/Contract No. 20300347	138,863	(113,543)	25,321	SELF HELP CENTER, INC.
PO/Contract No. 20300371	51,433	(20,515)	30,918	MOTHER SETON HOUSING, INC.
PO/Contract No. 20300372	4,924	(2,273)	2,651	UNITED WAY OF NATRONA COUNTY
PO/Contract No. 20300373	6,250	(3,250)	3,000	WYOMING FOOD BANK OF THE ROCKIES
PO/Contract No. 20300374	32,006	(25,604)	6,401	MERCER HOUSE, INC.
PO/Contract No. 20300383	67,483	(53,521)	13,962	YOUTH CRISIS CENTER CORP.
PO/Contract No. 20300384	35,000	(28,010)	6,990	CASPER AREA TRANSPORTATION COALITION
PO/Contract No. 20300397	21,250	(17,000)	4,250	CHILD DEVELOPMENT CENTER OF NATRONA COUNTY
PO/Contract No. 20300400	40,000	(30,000)	10,000	PLATTE RIVER TRAILS TRUST
PO/Contract No. 21300053	13,000	(3,900)	9,100	JOSHUA'S STOREHOUSE AND DISTRIBUTION CENTER
PO/Contract No. 20300267	-	(2,404)	(2,404)	Wired Electric
PO/Contract No. 21300020	2,404	-	2,404	MYERS & SONS CONSTRUCTION LLC
PO/Contract No. 20300268	5,000	-	5,000	Whited Floor Surfacing
PO/Contract No. 21300018	297,060	(40,703)	256,357	STATELINE NO 7 ARCHITECTS
PO/Contract No. 21300100	9,500	(7,138)	2,363	ENGINEERING DESIGN ASSOCIATES
PO/Contract No.	1,653,889	(825,875)	828,013	GRIZZLY EXCAVATING & CONST. LLC.
PO/Contract No. 20300009	5,948	-	5,948	STANTEC CONSULTING SVCS INC.
PO/Contract No. 20300014	-	(4,658)	(4,658)	LONG BUILDING TECHNOLOGIES
PO/Contract No. 20300044	10,380	-	10,380	INSTALLATION & SVC. CO.
PO/Contract No. 20300051	106,100	-	106,100	STANTEC CONSULTING SVCS INC.
PO/Contract No. 20300053	4,897	-	4,897	WESTERN WATER CONSULTANTS, INC.
PO/Contract No. 20300062	28,031	(3,530)	24,501	WESTERN WATER CONSULTANTS, INC.
PO/Contract No. 20300071	390,147	(699,010)	(308,863)	TRETO CONST.
PO/Contract No. 20300106	17	-	17	WESTERN WATER CONSULTANTS, INC.
PO/Contract No. 20300126	1,106	(2,447)	(1,342)	ANDREEN HUNT CONSTRUCTION, INC.
PO/Contract No. 20300127	73,164	(37,001)	36,163	WY. DEPT. OF TRANSPORTATION
PO/Contract No. 20300153	4,455	(2,260)	2,195	WY. DEPT. OF TRANSPORTATION
PO/Contract No. 20300156	27,873	(383)	27,489	WY. DEPT. OF TRANSPORTATION
PO/Contract No. 20300166	105,502	(25,632)	79,870	B32 ENGINEERING GROUP INC
PO/Contract No. 20300175	43,934	(40,577)	3,357	CIVIL ENGINEERING PROFESSIONALS, INC.
PO/Contract No. 20300280	219	(16,133)	(15,914)	RAMSHORN CONSTRUCTION, INC.
PO/Contract No. 20300282	12,431	(58,444)	(46,013)	RAMSHORN CONSTRUCTION, INC.
PO/Contract No. 20300285	-	(17,881)	(17,881)	71 CONSTRUCTION, INC.
PO/Contract No. 20300329	2,697,069	(2,502,672)	194,397	SHAMROCK ENVIRONMENTAL CORPORATION
PO/Contract No. 20300363	2,243	(763)	1,480	ENGINEERING DESIGN ASSOCIATES
PO/Contract No. 20300364	8,693	(5,000)	3,693	ENGINEERING DESIGN ASSOCIATES
PO/Contract No. 20300398	66,005	(44,998)	21,007	WLC ENGINEERING - SURVEYING - PLANNING
PO/Contract No. 20300403	54,861	(17,088)	37,772	WLC ENGINEERING - SURVEYING - PLANNING
PO/Contract No. 20300408	17,150	(37,150)	(20,000)	CROWN CONSTRUCTION LLC
PO/Contract No. 20300417	9,482,016	(9,582,867)	(100,851)	HAASS CONSTRUCTION CO., INC.
PO/Contract No. 20300424	47,723	(52,723)	(5,000)	WHARTON ASPHALT LLC
PO/Contract No. 20300428	4,940	(2,940)	2,000	WEST PLAINS ENGINEERING, INC.
PO/Contract No. 20300429	1,233,000	(1,235,248)	(2,248)	SHEET METAL SPECIALTIES, INC.
PO/Contract No. 20300432	23,938	(8,320)	15,618	ENGINEERING DESIGN ASSOCIATES
PO/Contract No. 20300433	447,622	(595,217)	(147,595)	GRIZZLY EXCAVATING & CONST. LLC.
PO/Contract No. 20300434	109,970	(119,970)	(10,000)	KEYHOLE TECHNOLOGIES LLC
PO/Contract No. 20300437	4,400	-	4,400	SHEET METAL SPECIALTIES, INC.
PO/Contract No. 20300448	1,168,254	(1,205,817)	(37,563)	INSTALLATION & SVC. CO.
PO/Contract No. 20300449	41,832	-	41,832	WLC ENGINEERING - SURVEYING - PLANNING
PO/Contract No. 20300456	208,451	(144,019)	64,432	HDR ENGINEERING, INC.
PO/Contract No. 20300457	304,900	(324,900)	(20,000)	TRETO CONST.
PO/Contract No. 20300462	1,021,500	(1,051,500)	(30,000)	CROWN CONSTRUCTION LLC
PO/Contract No. 20300465	12,608,993	(11,475,089)	1,133,904	71 CONSTRUCTION, INC.
PO/Contract No. 20300467	6,000	(5,500)	500	WEST PLAINS ENGINEERING, INC.
PO/Contract No. 20300469	182,876	(84,339)	98,537	WESTERN WATER CONSULTANTS, INC.
PO/Contract No. 21200100	5,479	-	5,479	LONG BUILDING TECHNOLOGIES
PO/Contract No. 21300006	1,283,490	(1,293,490)	(10,000)	71 CONSTRUCTION, INC.
PO/Contract No. 21300007	306,643	(292,476)	14,167	KNIFE RIVER/JTL

PO/Contract No. 21300014	528	(120)	408	WY. DEPT. OF TRANSPORTATION
PO/Contract No. 21300016	570,659	(572,579)	(1,920)	INSTALLATION & SVC. CO.
PO/Contract No. 21300020	775,668	-	775,668	MYERS & SONS CONSTRUCTION LLC
PO/Contract No. 21300030	91,331	(93,469)	(2,138)	GOLDER ASSOCIATES
PO/Contract No. 21300032	389,483	(145,706)	243,777	TRETO CONST.
PO/Contract No. 21300033	412,978	(408,258)	4,720	CITY SERVICE ELECTRIC COMPANY INC
PO/Contract No. 21300063	162,483	(111,155)	51,328	INSTALLATION & SVC. CO.
PO/Contract No. 21300072	297,921	(295,983)	1,938	WAYNE COLEMAN CONSTRUCTION, INC.
PO/Contract No. 21300073	2,098,634	(1,400,848)	697,787	KNIFE RIVER/JTL
PO/Contract No. 21300075	63,500	(33,309)	30,191	WLC ENGINEERING - SURVEYING - PLANNING
PO/Contract No. 21300076	400,000	(150,806)	249,194	WAYNE COLEMAN CONSTRUCTION, INC.
PO/Contract No. 21300093	216,750	(120,780)	95,971	CROWN CONSTRUCTION LLC
PO/Contract No. 21300095	338,922	(76,878)	262,045	KNIFE RIVER/JTL
PO/Contract No. 21300108	270,000	-	270,000	CROWN CONSTRUCTION LLC
PO/Contract No. 22200694	1,824	(1,824)	1	KNIFE RIVER/JTL
PO/Contract No. 22200756	269	(240)	29	71 CONSTRUCTION, INC.
PO/Contract No. 22200766	5,050	-	5,050	SOF FALL INC
PO/Contract No. 20300320	55,379	-	55,379	COMMUNICATION TECHNOLOGIES, INC.
PO/Contract No. 22200222	4,374	-	4,374	COMMUNICATION TECHNOLOGIES, INC.
PO/Contract No. 22200609	461,229	(70,166)	391,063	GREINER MOTOR CO - CASPER
PO/Contract No. 22200767	11,595	-	11,595	MASEK DISTRIBUTING, INC
PO/Contract No. 22200788	29,489	-	29,489	SALTUS TECHNOLOGIES, LLC
PO/Contract No. 20300083	1,120	(1,824)	(704)	LIMMER ROOFING
PO/Contract No. 21200216	4,901	-	4,901	RIEDEL SHOES INC
PO/Contract No. 21200564	4,300	-	4,300	COMMUNICATION TECHNOLOGIES, INC.
PO/Contract No. 21200566	2,500	-	2,500	AMERI-TECH EQUIPMENT CO.
PO/Contract No. 21200567	700	(193)	507	WESTERN SIGN & DESIGN LLC
PO/Contract No. 21200568	8,076	(7,887)	189	COMMUNICATION TECHNOLOGIES, INC.
PO/Contract No. 21300020	8,824	-	8,824	MYERS & SONS CONSTRUCTION LLC
PO/Contract No. 22200128	3,412	-	3,412	COMMUNICATION TECHNOLOGIES, INC.
PO/Contract No. 22200174	726	-	726	CASPER FIRE EXTINGUISHER INC
PO/Contract No. 22200539	88,417	(74,063)	14,354	COMMUNICATION TECHNOLOGIES, INC.
PO/Contract No. 21300020	3,483	-	3,483	MYERS & SONS CONSTRUCTION LLC
PO/Contract No. 21300062	600,000	-	600,000	ROSENBAUER MINNESOTA LLC
PO/Contract No. 20300014	-	(2,355)	(2,355)	LONG BUILDING TECHNOLOGIES
PO/Contract No. 20300109	13,285	-	13,285	HITEK COMMUNICATIONS
PO/Contract No. 20300114	15,883	-	15,883	HITEK COMMUNICATIONS
PO/Contract No. 20300119	260,397	(173,498)	86,899	TYLER TECHNOLOGIES INC
PO/Contract No. 21300020	2,355	-	2,355	MYERS & SONS CONSTRUCTION LLC
PO/Contract No. 21300109	25,200	-	25,200	LAME LLC
PO/Contract No. 20300119	266,468	(147,621)	118,847	TYLER TECHNOLOGIES INC
PO/Contract No. 20300139	799	-	799	DELL MARKETING LP
PO/Contract No. 20300015	6,726	(21,726)	(15,000)	CROWN CONSTRUCTION LLC
PO/Contract No. 20300410	10,658	-	10,658	CENTRAL WY. SENIOR SVCS., INC.
PO/Contract No. 21300020	15,000	-	15,000	MYERS & SONS CONSTRUCTION LLC
Total Capital Projects Fund	\$ 43,599,657	\$ (36,703,872)	\$ 6,895,784	
Water Distribution Fund				
PO/Contract No. 21200383	\$ 194	\$ -	\$ 194	FERGUSON ENTERPRISES, INC. #3201
PO/Contract No. 22200595	28,800	(2,325)	26,475	71 CONSTRUCTION, INC.
PO/Contract No. 22200742	19,299	-	19,299	FERGUSON ENTERPRISES, INC. #3201
PO/Contract No. 22200743	5,870	-	5,870	DANA KEPNER CO. OF WY.
PO/Contract No. 20300194	145,689	(155,966)	(10,277)	WAYNE COLEMAN CONSTRUCTION, INC.
PO/Contract No. 20300279	9,464	(19,741)	(10,277)	WAYNE COLEMAN CONSTRUCTION, INC.
PO/Contract No. 20300438	124,202	(85,727)	38,475	WAYNE COLEMAN CONSTRUCTION, INC.
PO/Contract No. 21300020	30,554	-	30,554	MYERS & SONS CONSTRUCTION LLC
PO/Contract No. 21300098	190,000	-	190,000	INSTALLATION & SVC. CO.
PO/Contract No. 20300005	19,278	-	19,278	WY. DEPT. OF TRANSPORTATION
PO/Contract No. 20300062	6,035	-	6,035	WESTERN WATER CONSULTANTS, INC.
PO/Contract No. 20300090	238	-	238	ADVANCED GEOTECHNICAL SOLUTIONS INC
PO/Contract No. 20300106	17,000	(13,375)	3,625	WESTERN WATER CONSULTANTS, INC.
PO/Contract No. 20300176	54,611	(8,600)	46,011	CIVIL ENGINEERING PROFESSIONALS, INC.
PO/Contract No. 20300194	137,831	(147,554)	(9,723)	WAYNE COLEMAN CONSTRUCTION, INC.
PO/Contract No. 20300279	52,170	(61,893)	(9,723)	WAYNE COLEMAN CONSTRUCTION, INC.
PO/Contract No. 20300282	6,859	(14,745)	(7,887)	RAMSHORN CONSTRUCTION, INC.
PO/Contract No. 20300403	141,070	(43,941)	97,129	WLC ENGINEERING - SURVEYING - PLANNING
PO/Contract No. 20300449	107,568	-	107,568	WLC ENGINEERING - SURVEYING - PLANNING
PO/Contract No. 20300464	609,500	-	609,500	WY. DEPT. OF TRANSPORTATION
PO/Contract No. 21200477	7,346	-	7,346	KNIFE RIVER/JTL
PO/Contract No. 21200490	7,330	-	7,330	KNIFE RIVER/JTL
PO/Contract No. 21200557	16,500	(16,327)	173	KNIFE RIVER/JTL

PO/Contract No. 21300020	51,572	-	51,572	MYERS & SONS CONSTRUCTION LLC
PO/Contract No. 21300032	1,660,517	(889,467)	771,050	TRETO CONST.
PO/Contract No. 21300098	124,300	(18,364)	105,936	INSTALLATION & SVC. CO.
PO/Contract No. 22200543	18,102	(17,856)	246	FERGUSON ENTERPRISES, INC. #3201
PO/Contract No. 22200596	22,000	-	22,000	KNIFE RIVER/JTL
PO/Contract No. 22200743	19,508	-	19,508	DANA KEPNER CO. OF WY.
PO/Contract No. 20300361	115,200	(76,129)	39,071	CIVIL ENGINEERING PROFESSIONALS, INC.
PO/Contract No. 22200751	135,000	-	135,000	CMI TECO, INC.
PO/Contract No. 20300119	78,007	(52,512)	25,496	TYLER TECHNOLOGIES INC
PO/Contract No. 22200214	9,090	-	9,090	Core & Main
PO/Contract No. 21300039	4,140	(2,578)	1,562	WESTERN ECO SYSTEMS TECHNOLOGY INC.
PO/Contract No. 21300110	34,000	(4,795)	29,206	HOLLAND & HART LLP
PO/Contract No. 21300020	6,677	-	6,677	MYERS & SONS CONSTRUCTION LLC
PO/Contract No.	8,000	(4,000)	4,000	TRETO CONST.
PO/Contract No. 20300020	110,000	(130,000)	(20,000)	CARR COATINGS, LLC.
PO/Contract No. 20300030	31,370	(109,490)	(78,120)	TRETO CONST.
PO/Contract No. 20300058	6,284	(4,501)	1,782	WLC ENGINEERING - SURVEYING - PLANNING
PO/Contract No. 20300089	63,026	(62,369)	656	CIVIL ENGINEERING PROFESSIONALS, INC.
PO/Contract No. 20300443	5,658,485	(5,704,247)	(45,762)	HIGH PLAINS CONSTRUCTION, INC.
PO/Contract No. 21300020	269,792	-	269,792	MYERS & SONS CONSTRUCTION LLC
PO/Contract No. 21300045	75,000	(30,780)	44,220	HDR ENGINEERING, INC.
Total Water Distribution Fund	\$ 10,237,478	\$ (7,677,282)	\$ 2,560,196	
Water Treatment Plant Fund				
PO/Contract No. 20300119	\$ 10,375	\$ (2,138)	\$ 8,238	TYLER TECHNOLOGIES INC
PO/Contract No. 21200412	8,964	-	8,964	CARUS CORPORATION
PO/Contract No. 20300014	-	(294)	(294)	LONG BUILDING TECHNOLOGIES
PO/Contract No. 21300020	294	-	294	MYERS & SONS CONSTRUCTION LLC
Total Water Treatment Plant Fund	\$ 19,633	\$ (2,432)	\$ 17,202	
Sewer Fund				
PO/Contract No. 22200713	\$ 1,421	\$ -	\$ 1,421	WATER TECHNOLOGY GROUP
PO/Contract No. 20300043	2,350	-	2,350	WATER TECHNOLOGY GROUP
PO/Contract No. 20300062	2,843	-	2,843	WESTERN WATER CONSULTANTS, INC.
PO/Contract No. 20300069	2,900	(7,919)	(5,019)	71 CONSTRUCTION, INC.
PO/Contract No. 20300176	97,520	(15,356)	82,163	CIVIL ENGINEERING PROFESSIONALS, INC.
PO/Contract No. 20300284	22,402	(42,022)	(19,620)	GRIZZLY EXCAVATING & CONST. LLC.
PO/Contract No. 20300285	20,304	(26,317)	(6,012)	71 CONSTRUCTION, INC.
PO/Contract No. 20300464	889,000	-	889,000	WY. DEPT. OF TRANSPORTATION
PO/Contract No. 21300020	33,452	-	33,452	MYERS & SONS CONSTRUCTION LLC
PO/Contract No. 21300107	4,983	(3,867)	1,117	WEST PLAINS ENGINEERING, INC.
PO/Contract No. 21300044	35,000	(28,765)	6,235	HDR ENGINEERING, INC.
PO/Contract No. 21200343	26	-	26	DAWSON INFRASTRUCTURE SOLUTIONS
PO/Contract No. 22200626	280,000	-	280,000	WESTERN PRECISION LLC
PO/Contract No. 20300064	51,016	-	51,016	CMI TECO, INC.
PO/Contract No. 22200556	852	-	852	GE MDS LLC
PO/Contract No. 22200641	976	-	976	COMMUNICATION TECHNOLOGIES, INC.
PO/Contract No. 22200642	1,508	-	1,508	COMMUNICATION TECHNOLOGIES, INC.
PO/Contract No. 22200676	264	-	264	COMMUNICATION TECHNOLOGIES, INC.
PO/Contract No. 22200706	3,056	(768)	2,288	GE MDS LLC
PO/Contract No. 22200812	3,056	-	3,056	GE MDS LLC
PO/Contract No. 20300119	17,790	(10,688)	7,102	TYLER TECHNOLOGIES INC
PO/Contract No. 22200813	2,000	(1,585)	415	CASPER STAR-TRIBUNE, INC.
Total Sewer Fund	\$ 1,472,718	\$ (137,286)	\$ 1,335,432	
WWTP Fund				
PO/Contract No. 21200000	\$ 5,858	\$ -	\$ 5,858	ANDRITZ SEPARATION INC.
PO/Contract No. 21200215	298	-	298	BRENNTAG PACIFIC, INC.
PO/Contract No. 22200126	5,619	-	5,619	KUBWATER RESOURCES, INC
PO/Contract No. 22200244	12,658	(12,392)	266	BRENNTAG PACIFIC, INC.
PO/Contract No. 22200394	5,619	-	5,619	KUBWATER RESOURCES, INC
PO/Contract No. 21300020	40,000	-	40,000	MYERS & SONS CONSTRUCTION LLC
PO/Contract No. 20300014	-	(294)	(294)	LONG BUILDING TECHNOLOGIES
PO/Contract No. 20300083	-	(12,446)	(12,446)	LIMMER ROOFING
PO/Contract No. 21300020	16,063	-	16,063	MYERS & SONS CONSTRUCTION LLC
PO/Contract No. 22200093	587	-	587	ITC ELECTRICAL TECHNOLOGIES
PO/Contract No. 20300066	378,435	(100,459)	277,976	ITC ELECTRICAL TECHNOLOGIES
PO/Contract No. 20300078	30,031	-	30,031	CH2MHILL, INC.
PO/Contract No. 20300093	10,503	-	10,503	CH2MHILL, INC.
PO/Contract No. 20300100	8,145	(1,206)	6,939	HDR ENGINEERING, INC.

PO/Contract No. 20300135	213,711	-	213,711	CH2MHILL, INC.
PO/Contract No. 20300144	93,811	-	93,811	CH2MHILL, INC.
PO/Contract No. 20300168	148,191	(142,540)	5,651	CH2MHILL, INC.
PO/Contract No. 21200001	4,500	-	4,500	UV DOCTOR LAMPS LLC
PO/Contract No. 21300020	4,400,000	(4,071,325)	328,675	MYERS & SONS CONSTRUCTION LLC
PO/Contract No. 21300031	2,396,557	(1,715,107)	681,450	JACOBS ENGINEERING GROUP
PO/Contract No. 21300097	34,000	(23,263)	10,737	JACOBS ENGINEERING GROUP
PO/Contract No. 21300107	4,983	(3,867)	1,117	WEST PLAINS ENGINEERING, INC.
PO/Contract No. 22200386	60,000	(49,083)	10,917	ITC ELECTRICAL TECHNOLOGIES
PO/Contract No. 22200688	2,991	-	2,991	AMERIGAS - CASPER
PO/Contract No. 22200695	4,639	-	4,639	AMERIGAS - CASPER
PO/Contract No. 22200734	9,000	-	9,000	ANDRITZ SEPARATION INC.
PO/Contract No. 22200760	7,901	-	7,901	FALCON ENVIRONMENTAL
PO/Contract No. 20300060	15,964	-	15,964	CH2MHILL, INC.
PO/Contract No. 21300044	44,538	(29,194)	15,344	HDR ENGINEERING, INC.
PO/Contract No. 20300119	8,425	(8,419)	5	TYLER TECHNOLOGIES INC
PO/Contract No. 22200390	2,000	(1,362)	638	ITC ELECTRICAL TECHNOLOGIES
PO/Contract No. 21200473	1,800	-	1,800	WAMCO LABS, INC.
PO/Contract No. 21200109	2,527	-	2,527	NALCO CHEMICAL CO.
PO/Contract No. 21200145	2,390	-	2,390	NALCO CHEMICAL CO.
PO/Contract No. 21200197	950	-	950	NALCO CHEMICAL CO.
PO/Contract No. 21200198	1,073	-	1,073	NALCO CHEMICAL CO.
PO/Contract No. 21200269	979	-	979	NALCO CHEMICAL CO.
PO/Contract No. 21200270	857	-	857	NALCO CHEMICAL CO.
PO/Contract No. 21200319	265	-	265	THATCHER CO.
PO/Contract No. 21200345	162	-	162	THATCHER CO.
PO/Contract No. 21200422	1,968	-	1,968	THATCHER CO.
PO/Contract No. 21200446	9,207	(8,944)	263	THATCHER CO.
PO/Contract No. 21200478	9,108	(8,878)	230	THATCHER CO.
PO/Contract No. 21200513	265	-	265	THATCHER CO.
PO/Contract No. 22200035	10,856	(10,624)	232	THATCHER CO.
PO/Contract No. 22200055	10,856	(10,719)	137	THATCHER CO.
PO/Contract No. 22200096	9,108	(8,829)	279	THATCHER CO.
PO/Contract No. 22200115	9,108	(8,896)	212	THATCHER CO.
PO/Contract No. 22200169	9,108	(8,702)	406	THATCHER CO.
PO/Contract No. 22200207	9,108	(8,928)	180	THATCHER CO.
PO/Contract No. 22200338	9,563	(9,349)	214	THATCHER CO.
PO/Contract No. 22200400	9,813	(9,678)	135	THATCHER CO.
PO/Contract No. 22200489	10,330	(9,478)	852	THATCHER CO.
PO/Contract No. 22200490	9,910	(9,633)	277	THATCHER CO.
PO/Contract No. 22200519	9,813	(9,432)	381	THATCHER CO.
PO/Contract No. 22200677	9,813	(9,378)	435	THATCHER CO.
PO/Contract No. 22200736	9,813	(9,133)	680	THATCHER CO.
PO/Contract No. 22200759	9,813	(9,585)	229	THATCHER CO.
PO/Contract No. 21300107	4,983	(3,867)	1,117	WEST PLAINS ENGINEERING, INC.
PO/Contract No. 22200642	1,508	-	1,508	COMMUNICATION TECHNOLOGIES, INC.
PO/Contract No. 22200676	264	-	264	COMMUNICATION TECHNOLOGIES, INC.
PO/Contract No. 22200711	995	-	995	COMMUNICATION TECHNOLOGIES, INC.
PO/Contract No. 22200712	484	-	484	CONVERGEONE INC
PO/Contract No. 22200715	3,768	-	3,768	GE MDS LLC
Total WWTP Fund	\$ 8,145,593	\$ (6,325,009)	\$ 1,820,584	
Refuse Fund				
PO/Contract No. 22200194	\$ 3,361	\$ -	\$ 3,361	AMERI-TECH EQUIPMENT CO.
PO/Contract No. 22200218	3,341	-	3,341	AHERN RENTALS INC
PO/Contract No. 22200072	3,499	-	3,499	NAPA AUTO PARTS CORP.
PO/Contract No.	2,180	-	2,180	CROWN CONSTRUCTION LLC
PO/Contract No. 20300282	5,305	(11,405)	(6,100)	RAMSHORN CONSTRUCTION, INC.
PO/Contract No. 21300020	11,155	-	11,155	MYERS & SONS CONSTRUCTION LLC
PO/Contract No. 21300071	240,444	(183,239)	57,205	CROWN CONSTRUCTION LLC
PO/Contract No. 20300095	1,700	-	1,700	TRIHYRO CORP.
PO/Contract No. 20300102	59,931	-	59,931	CASPAR BUILDING SYSTEMS, INC.
PO/Contract No. 21300020	7,555	-	7,555	MYERS & SONS CONSTRUCTION LLC
PO/Contract No. 21300088	57,443	(19,332)	38,112	ZONAR SYSTEMS INC
PO/Contract No. 22200069	380	-	380	COMPUTER PROFESSIONALS UNLIMITED, INC.
PO/Contract No. 20300119	27,365	(12,825)	14,540	TYLER TECHNOLOGIES INC
PO/Contract No. 21200108	99	-	99	COMPUTER PROFESSIONALS UNLIMITED, INC.
Total Refuse Fund	\$ 423,758	\$ (226,802)	\$ 196,956	
Balefill Fund				

PO/Contract No. 22200620	\$ 20,700	\$ -	\$ 20,700	HOMAX OIL SALES, INC.
PO/Contract No. 20300096	56,963	(12,662)	44,301	GOLDER ASSOCIATES
PO/Contract No. 20300101	8,936	-	8,936	EDGE ENGINEERING GROUP LLC
PO/Contract No. 20300105	2,448	-	2,448	GEOSYNTEC CONSULTANTS INC
PO/Contract No. 20300183	134,650	(25,580)	109,070	GEOSYNTEC CONSULTANTS INC
PO/Contract No. 20300389	64,492	(58,026)	6,466	GOLDER ASSOCIATES
PO/Contract No. 20300445	137,864	(124,626)	13,238	GOLDER ASSOCIATES
PO/Contract No. 21300067	20,195	(4,190)	16,005	GOLDER ASSOCIATES
PO/Contract No. 21300101	30,290	(9,464)	20,826	GOLDER ASSOCIATES
PO/Contract No. 22200549	20,800	-	20,800	JKC ENGINEERING
PO/Contract No. 21200559	4,716	-	4,716	G-C BUILDING SUPPLY INC
PO/Contract No. 21300089	2,836	-	2,836	ZONAR SYSTEMS INC
PO/Contract No. 21300092	20,800	(4,159)	16,642	JKC ENGINEERING
PO/Contract No. 21300101	21,000	-	21,000	GOLDER ASSOCIATES
PO/Contract No. 22200006	4,934	(2,467)	2,467	COMPRESSION LEASING SERVICES, INC.
PO/Contract No. 22200668	6,611	(6,308)	303	AAKER SIGNS & DESIGNS
PO/Contract No. 20300006	225,235	-	225,235	GOLDER ASSOCIATES
PO/Contract No. 20300054	5,527	-	5,527	PEAK GEOSOLUTIONS/ SOLID WASTE PROFESSIONALS
PO/Contract No. 20300081	2,173	-	2,173	GOLDER ASSOCIATES
PO/Contract No. 20300092	564,635	(333,818)	230,816	PEAK GEOSOLUTIONS/ SOLID WASTE PROFESSIONALS
PO/Contract No. 20300103	582,695	(321,356)	261,339	GOLDER ASSOCIATES
PO/Contract No. 20300165	45,475	(11,727)	33,748	GOLDER ASSOCIATES
PO/Contract No. 20300179	5,000	(9,040)	(4,040)	71 CONSTRUCTION, INC.
PO/Contract No. 20300414	24,950	(35,675)	(10,725)	CASPER ELECTRIC, INC.
PO/Contract No. 20300436	678,311	(679,345)	(1,034)	SWI, LLC
PO/Contract No. 20300453	80,915	(61,544)	19,371	GOLDER ASSOCIATES
PO/Contract No. 21200161	12,000	-	12,000	GOLDER ASSOCIATES
PO/Contract No. 21200245	4,850	-	4,850	CASPAR BUILDING SYSTEMS, INC.
PO/Contract No. 21200293	24,000	-	24,000	WESTERN PLAINS LANDSCAPING LLC.
PO/Contract No. 21300013	27,840	(11,468)	16,372	HDR ENGINEERING, INC.
PO/Contract No. 21300020	53,281	-	53,281	MYERS & SONS CONSTRUCTION LLC
PO/Contract No. 21300070	200,000	(100,000)	100,000	CASPAR BUILDING SYSTEMS, INC.
PO/Contract No. 21300102	59,998	-	59,998	GOLDER ASSOCIATES
PO/Contract No. 20300014	50	(4,449)	(4,399)	LONG BUILDING TECHNOLOGIES
PO/Contract No. 21300020	4,399	-	4,399	MYERS & SONS CONSTRUCTION LLC
PO/Contract No. 21300089	41,549	(15,752)	25,797	ZONAR SYSTEMS INC
PO/Contract No. 21300109	84,800	-	84,800	LAME LLC
PO/Contract No. 22200690	1,391	-	1,391	HITEK COMMUNICATIONS
PO/Contract No. 20300119	14,915	(8,550)	6,364	TYLER TECHNOLOGIES INC
PO/Contract No. 21200549	650	(500)	150	KTWO TELEVISION
PO/Contract No. 22200216	2,060	-	2,060	VERMEER SALES & SERVICE OF COLORADO
PO/Contract No. 20300063	5,696	-	5,696	ELECTRONIC RECYCLERS INTERNATIONAL INC
PO/Contract No. 21200152	10,614	-	10,614	ELECTRONIC RECYCLERS INTERNATIONAL INC
PO/Contract No. 22200282	9,944	(4,972)	4,972	G-C BUILDING SUPPLY INC
PO/Contract No. 22200509	5,659	-	5,659	CONCORDANCE HEALTHCARE SOLUTIONS LLC
PO/Contract No. 22200737	12,587	-	12,587	BIG HORN TIRE
PO/Contract No. 22200779	12,082	-	12,082	FLOYD'S TRUCK CENTER WY
PO/Contract No. 21200192	2,415	-	2,415	CITY SERVICE ELECTRIC COMPANY INC
PO/Contract No.	101,563	(50,782)	50,782	GLOBAL PACKAGING SOLUTIONS, LLC
PO/Contract No. 20300099	6,005	(2,280)	3,725	TEN-E PACKAGING SERVICES INC
PO/Contract No. 20300123	67,888	(118,670)	(50,782)	GLOBAL PACKAGING SOLUTIONS, LLC
PO/Contract No. 22200193	2,553	-	2,553	INDUSTRIAL SCREEN & MAINTENANCE, INC.
PO/Contract No. 22200531	5,420	(5,219)	201	NCH CORPORATION, PARTSMASTER
PO/Contract No. 22200773	9,180	-	9,180	BRAKE SUPPLY COMPANY
Total Balefill Fund	\$ 3,556,539	\$ (2,022,628)	\$ 1,533,911	
Aquatics Fund				
PO/Contract No. 22200775	\$ 216	\$ -	\$ 216	NORCO, INC.
PO/Contract No. 22200776	641	-	641	ROCKY MOUNTAIN INDUSTRIAL SUPPLY
Total Aquatics Fund	\$ 857	\$ -	\$ 857	
Golf Fund				
PO/Contract No. 21200413	\$ 85	\$ -	\$ 85	COMPUTER PROFESSIONALS UNLIMITED, INC.
PO/Contract No. 22200481	220	-	220	DRIVER CHECK INC
PO/Contract No. 22200727	1,407	-	1,407	SUPERIOR SIGNS & SUPPLY LLC
PO/Contract No. 21200542	1,500	-	1,500	STENGEL MEDIA
Total Golf Fund	\$ 3,212	\$ -	\$ 3,212	
Rec Center Fund				
PO/Contract No. 22200777	\$ 987	\$ -	\$ 987	COMPUTER PROFESSIONALS UNLIMITED, INC.

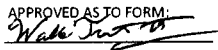
PO/Contract No. 22200778	380	-	380	DELL MARKETING LP
PO/Contract No. 22200563	106	(91)	15	DELL MARKETING LP
Total Rec Center Fund	\$ 1,473	\$ (91)	\$ 1,382	
Hogadon Fund				
PO/Contract No. 21300068	\$ 1,000	\$ -	\$ 1,000	WLC ENGINEERING - SURVEYING - PLANNING
PO/Contract No. 22200233	5,000	(4,995)	5	SNOMAX LLC
PO/Contract No. 20300267	227	(373)	(146)	Wired Electric
PO/Contract No. 21300020	146	-	146	MYERS & SONS CONSTRUCTION LLC
PO/Contract No. 21200442	2,200	-	2,200	ROGUE MECHANICAL
PO/Contract No. 21300068	3,000	-	3,000	WLC ENGINEERING - SURVEYING - PLANNING
PO/Contract No. 22200151	4,512	-	4,512	SIRIUSWARE INC
PO/Contract No. 22200204	3,617	-	3,617	307 WINDOWS LLC
PO/Contract No. 22200621	1,250	-	1,250	CASPER AREA CONVENTION & VISITORS BUREAU
Total Hogadon Fund	\$ 20,951	\$ (5,368)	\$ 15,584	
Parking Fund				
PO/Contract No. 20300323	\$ 1,857	\$ -	\$ 1,857	Thyssenkrupp Elevator Coporation
PO/Contract No. 22200586	5,285	-	5,285	Thyssenkrupp Elevator Coporation
Total Parking Fund	\$ 7,142	\$ -	\$ 7,142	
Buildings & Structures Fund				
PO/Contract No. 20300171	\$ 12,078	\$ -	\$ 12,078	STATELINE NO 7 ARCHITECTS
PO/Contract No. 20300323	2,437	-	2,437	Thyssenkrupp Elevator Coporation
Total Buildings & Structures Fund	\$ 14,515	\$ -	\$ 14,515	
Health Insurance Fund				
PO/Contract No. 22200826	\$ 9	\$ -	\$ 9	COMPUTER PROFESSIONALS UNLIMITED, INC.
Property Insurance Fund				
PO/Contract No. 22200826	\$ 9	\$ -	\$ 9	COMPUTER PROFESSIONALS UNLIMITED, INC.
PO/Contract No. 22200775	1,942	-	1,942	NORCO, INC.
PO/Contract No. 22200776	5,773	-	5,773	ROCKY MOUNTAIN INDUSTRIAL SUPPLY
PO/Contract No. 21300087	4,000	(1,853)	2,148	COMPLETE SAFETY SERVICES INC
PO/Contract No. 21200428	3,274	-	3,274	OVERHEAD DOOR CO OF CASPER INC
PO/Contract No. 21200568	3,066	(2,995)	72	COMMUNICATION TECHNOLOGIES, INC.
PO/Contract No. 21300022	26,132	(24,479)	1,653	POWER SVC., INC.
PO/Contract No. 21300094	95,109	(47,554)	47,554	Thyssenkrupp Elevator Coporation
PO/Contract No. 22200374	14,385	-	14,385	ADDCO ACQUISITIONS
PO/Contract No. 22200672	13,405	-	13,405	COWBOY STATE LANDSCAPE LLC
Total Property Insurance Fund	\$ 167,094	\$ (76,881)	\$ 90,214	
TOTAL ALL FUNDS	\$ 69,287,385	\$ (54,222,751)	\$ 15,064,634	

RESOLUTION NO. 21-112

A RESOLUTION AMENDING THE CURRENT BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2022							
(FIRST AMENDMENT TO THE ORIGINAL ADOPTED BUDGET)							
Section 1. The originally adopted Fiscal Year 2022 budget is amended as set out herein and in the detail by fund type and activity that supports this resolution.							
		Total Budget As Certified	Project Carryovers	Amendment #1	Encumbered Contracts/PO	Total Budget As Amended	Amendment #1 Funding Source(s)
General Fund Revenues & Other Financing Sources							
Taxes	101	4,405,770				4,405,770	
Licenses & Permits	101	6,082,900				6,082,900	
Intergovernmental	101	32,413,246				32,413,246	
Fines and Forfeits	101	1,040,000				1,040,000	
Charges for Services	101	4,282,602				4,282,602	
Interest	101	254,068				254,068	
Miscellaneous	101	846,486				846,486	
Operating Transfers	101	201,000				201,000	
Total GF Revenues and Other Sources	101	49,526,072				49,526,072	
General Fund Expenditures & Other Financing Uses							
Public Safety (502)	101	26,335,196	63,251	241,508	189,800	26,829,755	FY20 unassigned cash; \$253k fund bal
Public Works (503)	101	3,961,934		25,430	22,268	4,009,632	FY20 unassigned cash; \$22k fund bal
Health and Social Services (504)	101	1,270,338	11,000		13,020	1,294,358	FY20 unassigned cash; \$24k fund bal
Culture and Recreation (505)	101	3,134,902		21,309	2,201	3,158,412	FY20 unassigned cash; \$2.2k fund bal
General Government (501)	101	10,434,573	93,389	696,584	21,674	11,246,220	FY20 unassigned cash; \$115k fund bal
Transfers Out	101	4,388,229		122,542		4,510,771	FY20 unassigned cash
Total GF Activity Expenditures	101	49,525,171	167,640	1,107,372	248,964	51,049,148	
Business Type / Enterprises							
Opportunities Fund	102	250,682				250,682	
Perpetual Care	103	1,304,766			9,870	1,314,636	Available Fund Balance
Local Assessment Districts	104	187				187	
Metro Animal Shelter	105	1,348,201	7,540	12,715	15,490	1,383,945	Available Fund Balance
River Fund	106	836,955				836,955	
Care Act Fund	107	250,000				250,000	
Weed & Pest	110	534,632		4,230	20,720	559,582	Available Fund Balance
CDBG	111	0			18,531	18,531	Available Fund Balance
Special Fire Assistance	112	84,920	114,396			199,316	Available Fund Balance
Revolving Land Fund	113	282,942			7,971	290,913	GF Transfer
Police Grants	114	410,195		1,413		411,608	State Grants
Public Transit	115	3,031,375	1,187,263	33,874	5,006	4,257,517	Federal Grants
MFO	116	1,307,693	358,022	327,604	42,166	2,035,486	Federal Grants; GF Transfer (Match)
PSCC	117	2,760,821		24,017	202,938	2,987,776	Available Fund Balance
Redevelop Loan Fund	130	60,000				60,000	
Capital Projects	150	19,354,292	3,815,884	6,500	6,895,784	30,072,460	Available Fund Balance;
Water	201	16,366,972	2,128,515	34,367	2,560,196	21,090,050	Available Fund Balance
CWR Water System	202	3,482,696		14,128	17,202	3,514,025	Available Fund Balance
Sewer	203	7,999,554	280,370	13,394	1,335,432	9,628,750	Available Fund Balance
WWTP	204	6,643,226	8,126,213	21,036	1,820,584	16,611,059	Available Fund Balance
Refuse Collection	205	8,591,671	870,000	38,889	196,956	9,697,515	Available Fund Balance
Balefill	206	9,483,045	1,195,064	31,186	1,533,911	12,243,206	Available Fund Balance
Aquatics	221	1,118,757		2,826	857	1,122,440	FY20 unassigned cash
Golf Course	222	882,727		5,651	3,212	891,590	FY20 unassigned cash
Ice Arena	223	560,885		2,826		563,711	FY20 unassigned cash
Casper Recreation Center	224	1,498,970		11,270	1,382	1,511,622	FY20 unassigned cash
Hogadon	225	967,504		7,064	15,584	990,151	FY20 unassigned cash
Casper Events Center	226	1,013,540	2,500			1,016,040	Available Fund Balance
Parking	227	179,382			7,142	186,524	Available Fund Balance
Fleet Maintenance	251	3,261,778		14,095		3,275,873	Available Fund Balance
Buildings & Structures	252	983,491		8,477	14,515	1,006,482	Available Fund Balance
Employee Health Insurance	253	422,100			9	422,109	Available Fund Balance
Property and Liability Insurance	254	2,247,299		3,033	90,214	2,340,546	Available Fund Balance
Total Gov Activities & Business Expenditures		147,046,429	18,253,407	1,725,966	15,064,634	182,090,436	

The Governing Body of the City of Casper hereby approves and adopts this "First Amendment" to the fiscal year 2021-22 original adopted budget.

Passed this _____ day of _____ (Month/Year)

APPROVED AS TO FORM:


ATTEST:

 Fleur Tremel
 City Clerk

CITY OF CASPER, WYOMING
 A Municipal Corporation

 Steven K. Freel
 Mayor

August 2, 2021

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

FROM: Fleur Tremel, Assistant to the City Manager/City Clerk
Carla Mills-Laatsch, Licensing Specialist *CM8*

SUBJECT: 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 17, 2021

Action type

Public Hearing
Minute Action

Recommendation

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

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.

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 \$100 if this license is approved.

Oversight/Project Responsibility

Carla Mills-Laatsch, Licensing Specialist

Attachments

Copy of Application

Affidavit of Website Publication

NEW OR TRANSFER LIQUOR LICENSE OR PERMIT APPLICATION

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

To be completed by City/County Clerk

Local License #: Retail #28

License Fees: Annual Fee: \$ 1500.00 Date filed with clerk: 07 19 2021

Prorated Fee: \$ --- Advertising Dates: (2 Weeks) 8/4/2021 & 8/8/2021

Transfer Fee: \$ 100.00 Hearing Date: 8 117 2021

Publishing Fee: \$ _____

Publishing Fee Direct Billed to Applicant:

License Term: \$ 1 18 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: Sunrise Center Entertainment, LLC

Trade/Business Name (dba): Let it Roll

Building to be licensed/Building Address: 4370 S. Poplar St

Number & Street

Local Mailing Address: Casper WY 82601 Natrona

City State Zip County

Local Business Telephone Number: (307) 234-5886 Fax Number: (307) 234-9162

Business E-Mail Address: shawley@msn.com

FILING FOR	FILING IN (CHOOSE ONLY ONE)	FILING AS (CHOOSE ONLY ONE)
<input type="checkbox"/> NEW LICENSE	<input type="checkbox"/> CITY OF: _____	<input type="checkbox"/> INDIVIDUAL
<input type="checkbox"/> TRANSFER OF LOCATION	<input type="checkbox"/> COUNTY OF: _____	<input type="checkbox"/> PARTNERSHIP
<input checked="" type="checkbox"/> TRANSFER OWNERSHIP	<input checked="" type="checkbox"/> ASSIGNMENT LETTER ATTACHED	<input type="checkbox"/> LP/LLP
FORMERLY HELD BY: <u>307 Bar LLC</u>		<input checked="" type="checkbox"/> LLC
		<input type="checkbox"/> CORPORATION
		<input type="checkbox"/> LTD PARTNERSHIP
		<input type="checkbox"/> ORGANIZATION
		<input type="checkbox"/> OTHER _____

TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)

<input type="checkbox"/> RETAIL LIQUOR LICENSE ON-PREMISE ONLY (BAR)	<input type="checkbox"/> RESTAURANT LIQUOR LICENSE	<input type="checkbox"/> MICROBREWERY
<input type="checkbox"/> OFF-PREMISE ONLY (PACKAGE STORE)	<input type="checkbox"/> RESORT LIQUOR LICENSE	<input type="checkbox"/> WINERY
<input checked="" type="checkbox"/> COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)	<input type="checkbox"/> BAR AND GRILL	<input type="checkbox"/> DISTILLERY SATELLITE
	LIMITED RETAIL (CLUB)	<input type="checkbox"/> WINERY SATELLITE
	<input type="checkbox"/> VETERANS CLUB	<input type="checkbox"/> COUNTY RETAIL/SPECIAL MALT BEVERAGE PERMIT
	<input type="checkbox"/> FRATERNAL CLUB	
	<input type="checkbox"/> GOLF CLUB	
	<input type="checkbox"/> SOCIAL CLUB	

SPECIAL DESIGNATIONS

CONVENTION FACILITY GOLF CLUB RESORT

CIVIC CENTER/EVENT CENTER/ PUBLIC AUDITORIUM GUEST RANCH

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. Mon through Sat) from Mon to Sun

NON-OPERATIONAL/PARKED HOURS OF OPERATION (e.g. 10a - 2a) from 10am to 12am

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 _____ paragraph _____ of lease.
- (ii) Where the **Sales** provision for alcoholic or malt beverages is located, on page _____ paragraph _____ 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:

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

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, 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?. Rows include Steve Resnick, Dale Stark, Ed Simmons, Bill Jamal, Mike Harn.

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

REQUIRED ATTACHMENTS:

- Checkboxes for: A statement indicating the financial condition and financial stability of the applicant W.S. 12-4-102(a)(vi); Attach any lease agreements... 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...

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

COUNTY OF Natrona

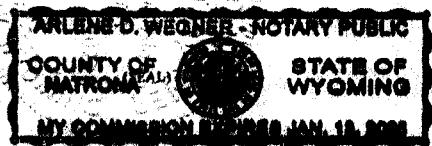
), SS.

Signed and sworn to before me on this 19th day of July, 2021 that the facts alleged in the foregoing instrument are true by the following:

- 1) Steve Resnick, Manager
2)
3)
4)
5)
6)

Witness my hand and official seal:

Signature of Notary Public



My commission expires Jan 13, 2025

Steve Resnick

28340 Foothill Drive
Agoura Hills CA 91301
4/14/1966
16%

Dale Stark

29500 Heathercliff Rd #207
Malibu CA 90265
5/14/1954
16.875%

Ed Simmons

3117 Deer Valley
Newbury Park CA 91320
9/27/49
16.875%

Bill Jamal

4801 Orduna Dr
Coral Gables Fl 33146
05/25/1965
16%

Lawrence Resnick (deceased)

Steve Resnick Executor

6010 County Oak Road
Woodland Hills CA 91367
18.25%

Michael Harn

1535 Edgebrook
Beaumont, CA 92223
12/21/1954
10%

Charles Hawley

06/29/1963
4%

Enrique Wong

12/19/69
2%

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 08/03/2021 and ended on 08/18/2021 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.

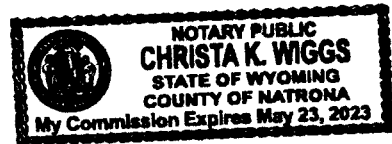
By: Carla Mills-Faatsch Date: 8/2/2021

Title: Licensing Specialist

Scribed in my presence and sworn before me on this

2nd day of August, 2021

Christa K. Wiggs



Provide to City of Casper Central Records

TRANSFER OF OWNERSHIP FOR RETAIL LIQUOR LICENSE

An application for 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 has been received in this office. Public Hearing on said application will be held on August 17, 2021, at 6:00 p.m. in the City Council Chambers at 200 North David, Casper, Wyoming.

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 3rd day of August, 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 3rd day of August, 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 3rd day of August, 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:

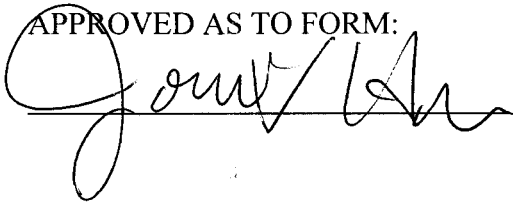
This Ordinance shall be in full force and effect from and after passage on three readings, and publication, pursuant to law.

PASSED on 1st reading the 20th day of July, 2021.

PASSED on 2nd reading the 3rd day of August, 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 3rd day of August, 2021.

PASSED, APPROVED, AND ADOPTED on 3rd and final reading the ____ day of _____, 2021.

APPROVED AS TO FORM:

Walker Trust

CITY OF CASPER, WYOMING
A Municipal Corporation

ATTEST:

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 3rd day of August, 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 3rd day of July, 2021.

PASSED, APPROVED, AND ADOPTED on 3rd and final reading the ____ day of _____, 2021.

APPROVED AS TO FORM:

Walker Trumbull

ATTEST:

Fleur D. Tremel
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Steven K. Freel
Mayor

August 10, 2021

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

FROM: John Henley, City Attorney *JH*
Fleur Tremel, Assistant to the City Manager/City Clerk
Carla Mills-Laatsch, Licensing Specialist *CMS*

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 17, 2021

Action type

Third 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 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/compartment;

- 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. *Update from August 3, 2021 Council Meeting*

Council passed Proposed Amendment No. 1 regarding Section 5.08.150. The amendment is incorporated in the proposed ordinance (attached). Redlines regarding the changes to the proposed ordinance have been removed, and a final version of the proposed ordinance is attached for the third and final reading of the proposed ordinance.

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

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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,

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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. Twenty-four (24) hour malt beverage permit
 - e. Restaurant liquor license;
 - f. Catering permit;
 - g. Special malt beverage permit;
 - h. Bar and grill liquor license;
 - i. City-issued satellite manufacturer's permit;
 - j. Microbrewery permit;
 - k. 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.
13. "Local licensing authority" means the City Council of Casper, Wyoming.
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.
15. "Malt beverage permit" means the authorization under which the licensee is permitted to sell malt beverages only.
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;
17. "Microbrewery" is a commercial enterprise as defined by Wyoming Statute Section 12-1-101(a)(xix).
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.

19. "Original package" means any receptacle or container used or labeled by the manufacturer of the substance, containing any alcoholic liquors or malt beverages.
20. "Person" includes an individual person, partnership, corporation, limited liability company or association.
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.
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-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.
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.
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.
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.
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.
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.
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.
29. "Wholesaler" means any person, except the commission, who sells any alcoholic or malt beverage to a retailer for resale.
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, 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 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 renewal 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 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), 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 permits; authorized; fees.

- 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. 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. 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 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) 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 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 this section may be licensed by the city council under special malt beverage permits.
2. The permits may limit where the malt beverages may be sold and consumed.
3. To qualify for a special malt beverage permit an applicant must meet the following requirements:
 - a. The applicant must be a responsible person or organization;
 - b. 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. The person or organization applying for 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 either daily use or for the license year (April 1 to March 31 for which the application is made.)
4. 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. An annual permit 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. 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 completed 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 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. 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).
 4. A person under twenty-one years of age;
 5. A college fraternity or organization created by one or more college fraternities;
 6. A chamber of commerce;
 7. A corporation or a limited liability company which has not qualified to do business in Wyoming;
 8. An individual who is not a resident; or
 9. Any partnership or group of two or more persons unless each individual interested, directly or indirectly, is a resident.
 10. Except as provided in subsection 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 division, excluding malt beverage purchases;
 11. Subsection 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 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.
- 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., 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., 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.

- H 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 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. 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.

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/compartment. No alcoholic liquor or malt beverages may be in the driver's area/compartment. No occupant of the vehicle may be under the age of twenty-one (21) years old.

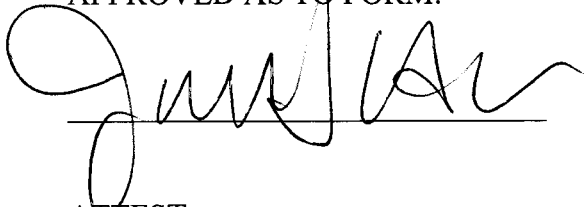
5.08.510 Reserved

PASSED on 1st reading the 20th day of July, 2021

PASSED on 2nd reading the 3rd day of August, 2021

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

APPROVED AS TO FORM:



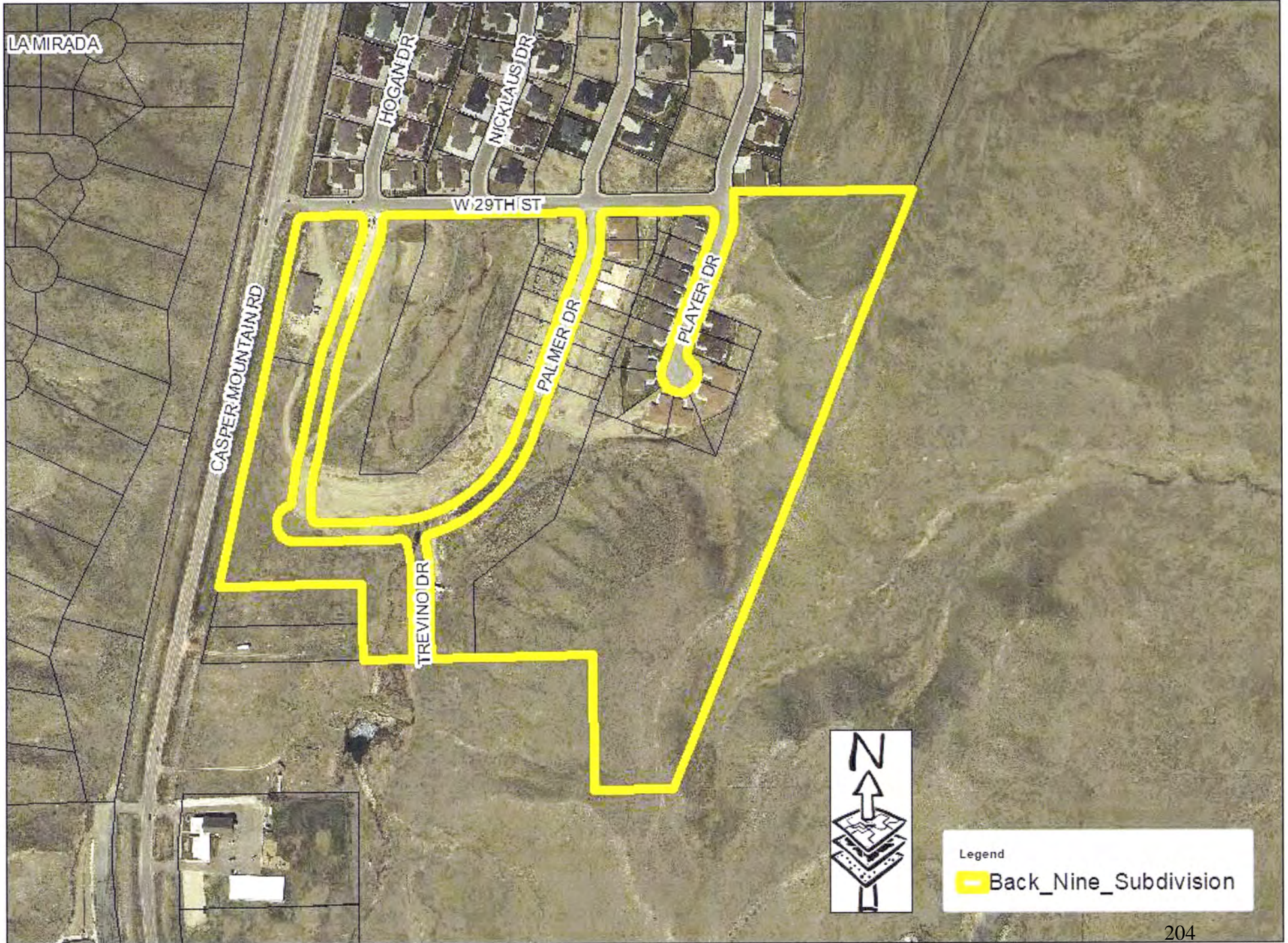
ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

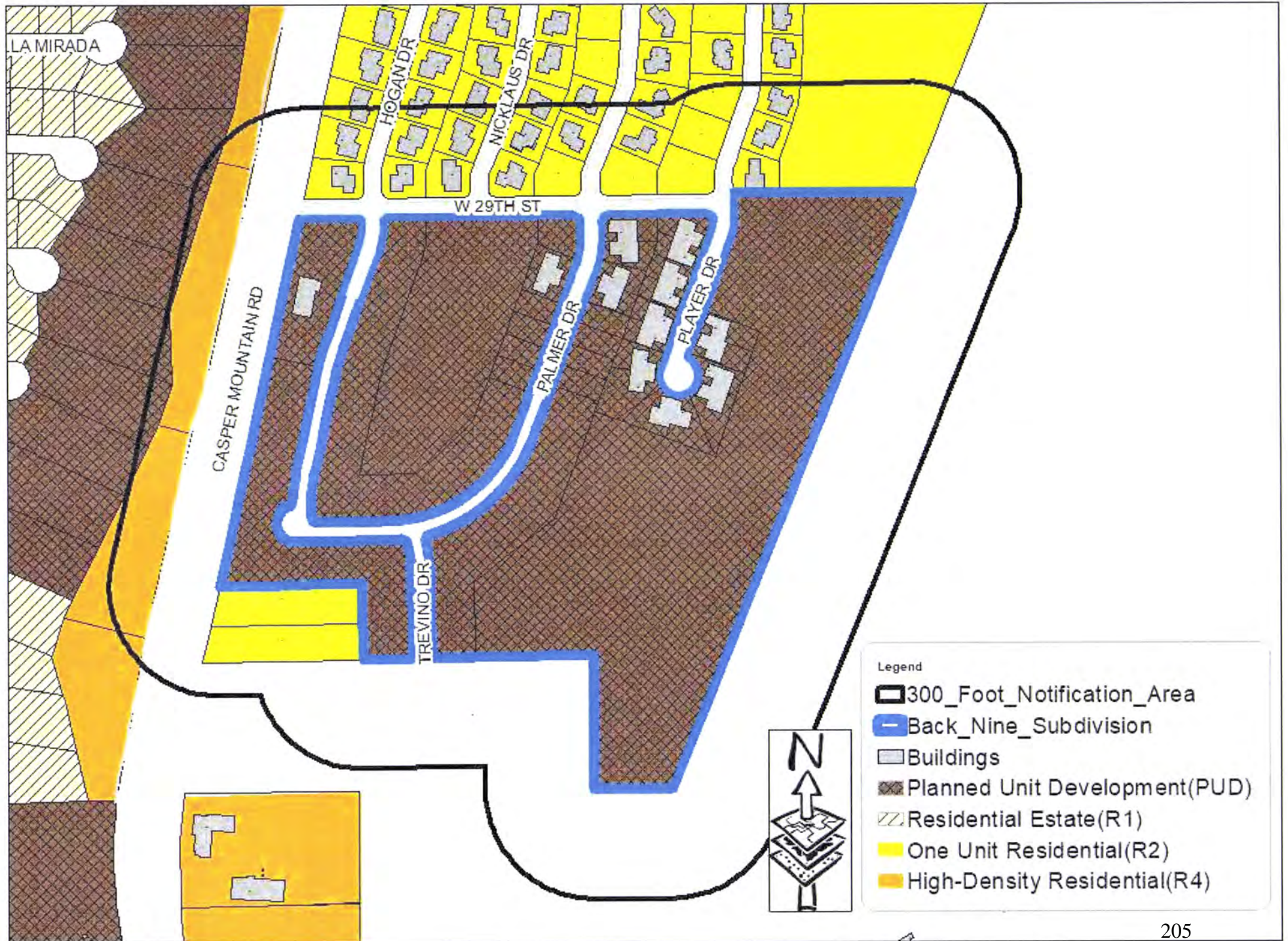
Fleur Tremel
City Clerk

Steven K. Freel
Mayor

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.

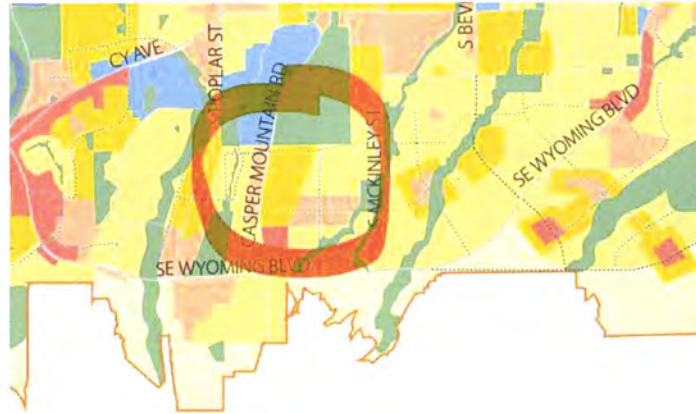
The downside for the developer to continue to develop under PUD (Planned Unit Development) zoning is that it is inflexible, once approved by Council, and requires an extensive process to amend the guiding document (PUD Guidelines). In addition, the PUD zoning classification also requires a set-aside 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.

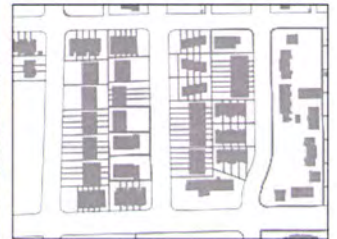
Comprehensive Land Use Plan Conformity:

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.

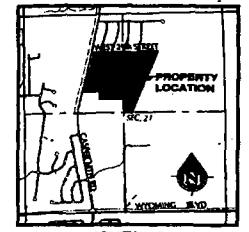
PLAT OF 918470

"THE BACK NINE"

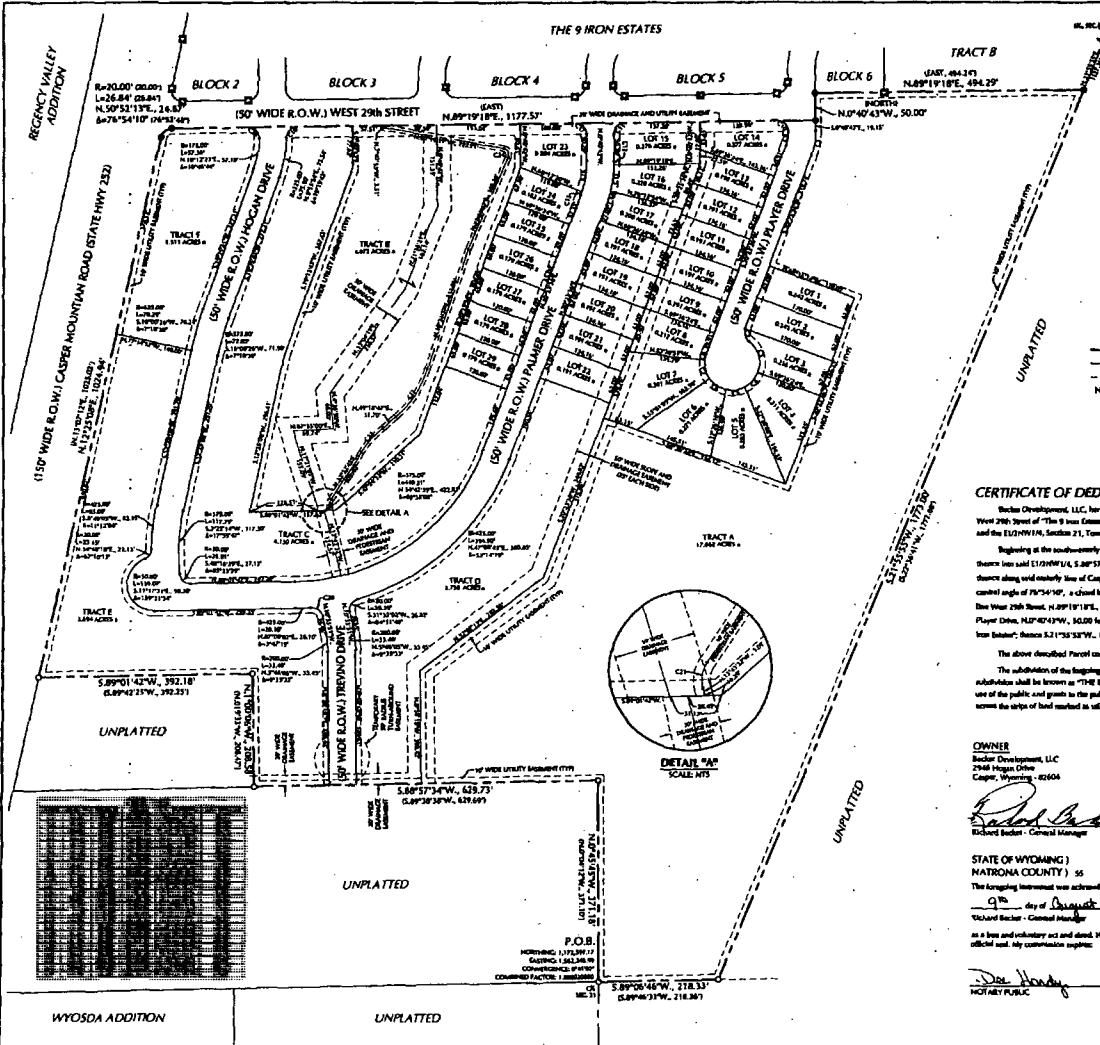
AN ADDITION TO THE CITY OF CASPER, WYOMING

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 II", BEING LOCATED IN THE W1/2NW1/4 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
PLAY BOUNDARY
LOT LINES
EASEMENT LINES
MEASURED
RECORDED
REINFORCED ALUMINUM CAP



CERTIFICATE OF DEDICATION

Block 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, Wyoming...

OWNER
Block Development, LLC
2948 Higgs Drive
Casper, Wyoming 82404

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 true and voluntary act and deed. Without my hand and official seal, my commission expires:
Doyle 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 hereon, 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 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.

Chris Ashery, L.S.
as a true and voluntary act and deed. Without my hand and official seal, my commission expires:
Chris Ashery
NOTARY PUBLIC

NOTES

- 1. ERROR OF CLOSURE = 1:316204
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
Renee Witt
COUNTY CLERK

APPROVALS

APPROVED BY THE CITY OF CASPER PLANNING AND ZONING COMMISSION OF CASPER, WYOMING THIS 30th DAY OF October, 2011.
SECRETARY: Paul Swartz
CHAIRMAN: Ed Fraded
APPROVED BY THE CITY COUNCIL OF CASPER, WYOMING THIS 11th DAY PASSED, ADOPTED AND APPROVED THIS 11th DAY OF September, 2011.
MAYOR: Paul Castagna
CITY CLERK: Neil Dahl

INSPECTED AND APPROVED THIS 9th DAY OF August, 2011.
CITY ENGINEER: [Signature]
INSPECTED AND APPROVED THIS 9th DAY OF September, 2011.
CITY SURVEYOR: [Signature]

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



ENGINEERING

"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 II", BEING LOCATED IN THE W1/2NW1/4 AND THE E1/2NW1/4, SECTION 21, TOWNSHIP 33 NORTH, RANGE 79 WEST OF THE 6TH PRINCIPAL MERIDIAN, NATRONA COUNTY, 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.

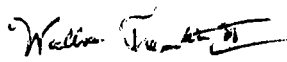
- i. Copies: This Agreement may be executed in more than one copy, each copy of which shall serve as an original for all purposes, but all copies shall constitute but one and the same Agreement.

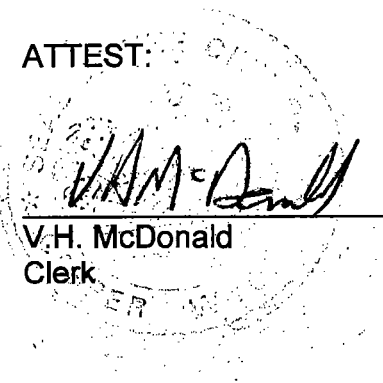
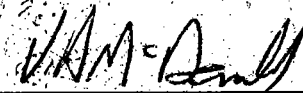
- m. Authority: Each individual executing this Agreement for and on behalf of their principals hereby state that they have the requisite power and authority to enter into this Agreement and to consummate the transactions contemplated and intended hereby. Owner further states that it is authorized to 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: 


 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.

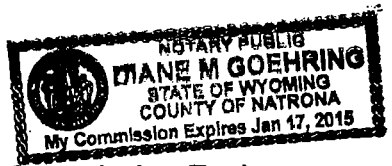
STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

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)

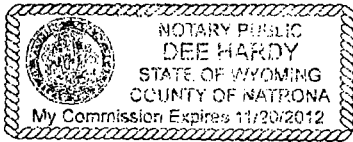


[My Commission Expires: _____]

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
235

- 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

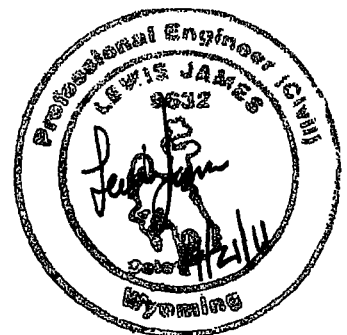
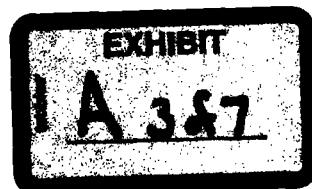
Currently 8" PVC water main stub-outs are located at Hogan Dr., Palmer Dr. and Player Dr.. The planned development will connect to these stub-outs. On Hogan Dr. the water main will continue to loop around to Palmer Dr. On Player Dr the water main will dead-end into the cul-de-sac. An 8" PVC water main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

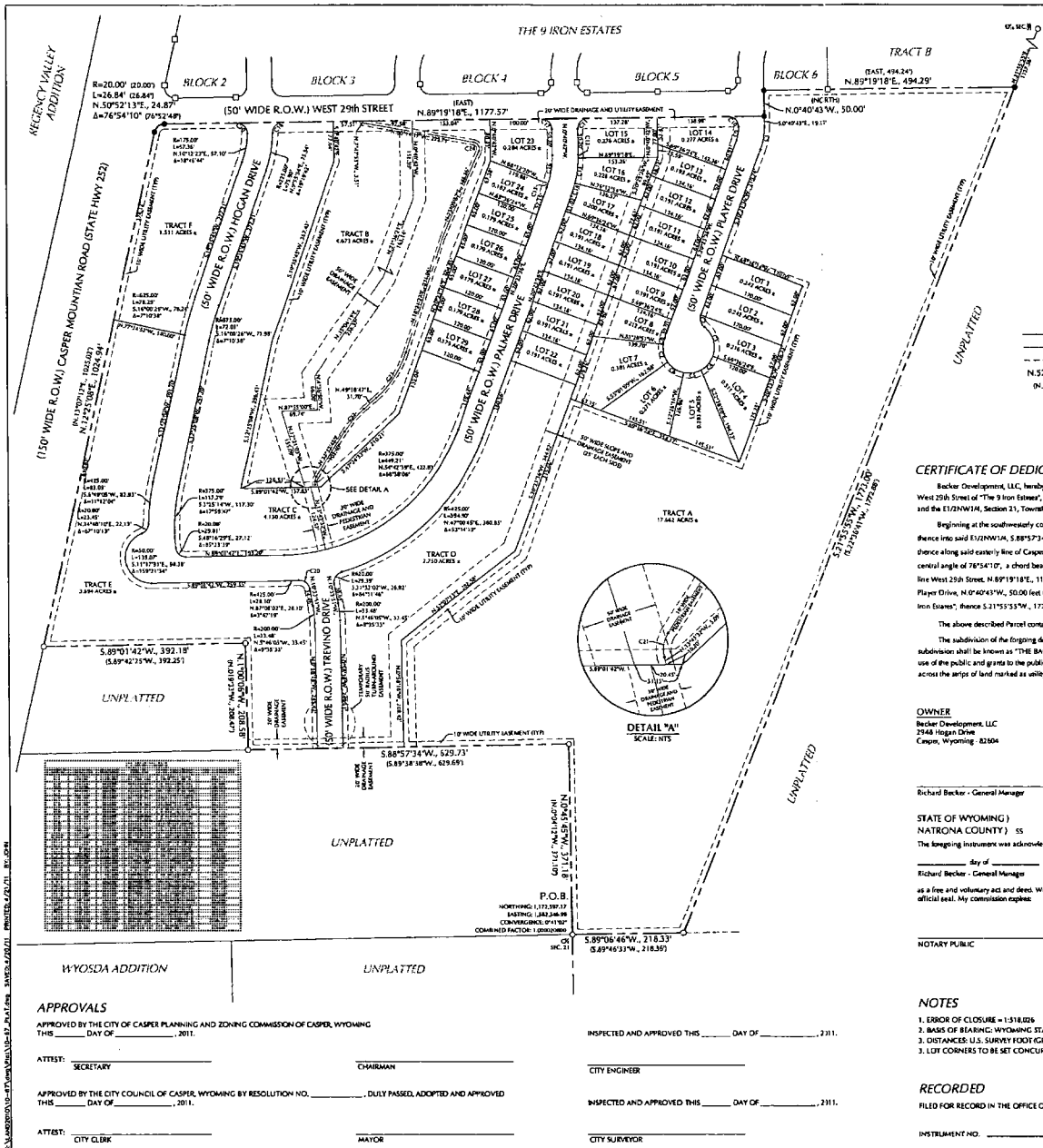
Sanitary Sewer Connection

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.

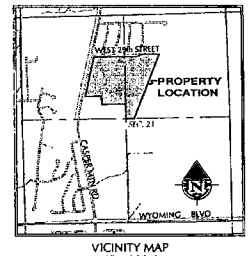
Storm Drainage

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 1°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 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 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 82504

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.

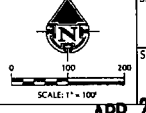
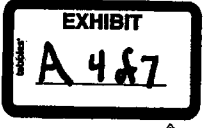
ATTEST: CITY CLERK _____ MAYOR _____

INSPECTED AND APPROVED THIS _____ DAY OF _____, 2011.

CITY ENGINEER _____

INSPECTED AND APPROVED THIS _____ DAY OF _____, 2011.

CITY SURVEYOR _____



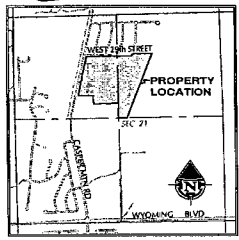
5830 East 2nd Street
 Casper, Wyoming 82609
 Phone: 307-265-4601
 Fax: 307-265-4672
J&K
 ENGINEERING

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

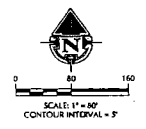
APR 21 2011

EXHIBIT
A 5 & 7



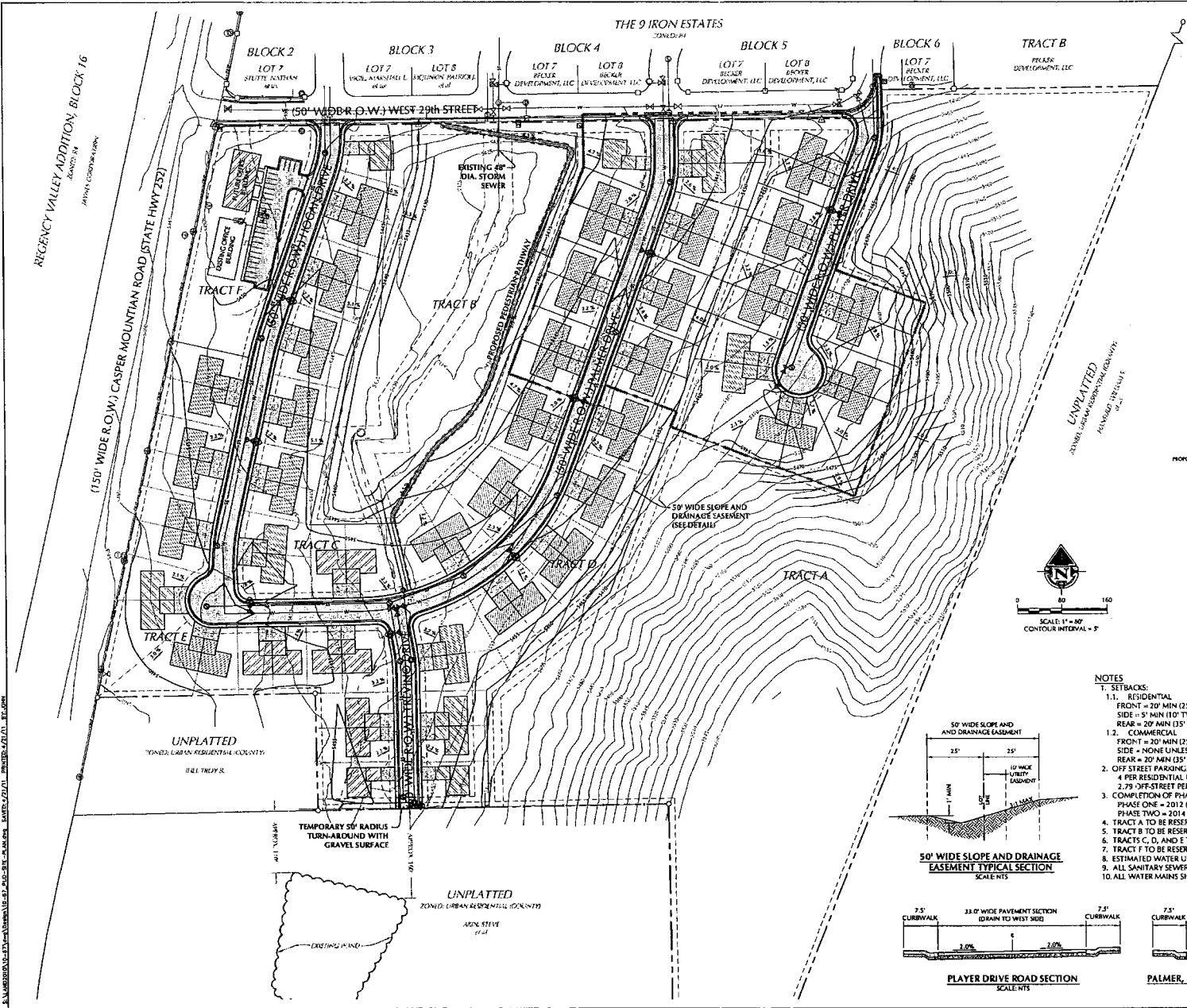
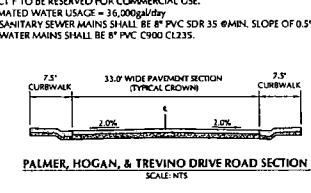
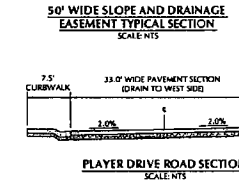
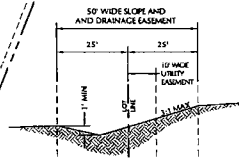
LEGEND

- RECOVERED BRASS CAP
- RECOVERED ALUMINUM CAP
- CONTROL POINT
- EL LUTILITY 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 CURB INLET
- DI STORM SEWER MANHOLE
- DI STORM SEWER 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.



REGENCY VALLEY ADDITION, BLOCK 16
LANDS BY
HAYES CONSULTING CORP.

(150' WIDE R.O.W.) CASPER MOUNTAIN ROAD (STATE HWY 252)

UNPLATTED
ZONED: C-20 (COMMERCIAL CORP.)

TEMPORARY 50' RADIUS
TURN-AROUND WITH
GRAVEL SURFACE

UNPLATTED
ZONED: C-20 (COMMERCIAL CORP.)

UNPLATTED
ZONED: C-20 (COMMERCIAL CORP.)

J. K. C.
ENGINEERING

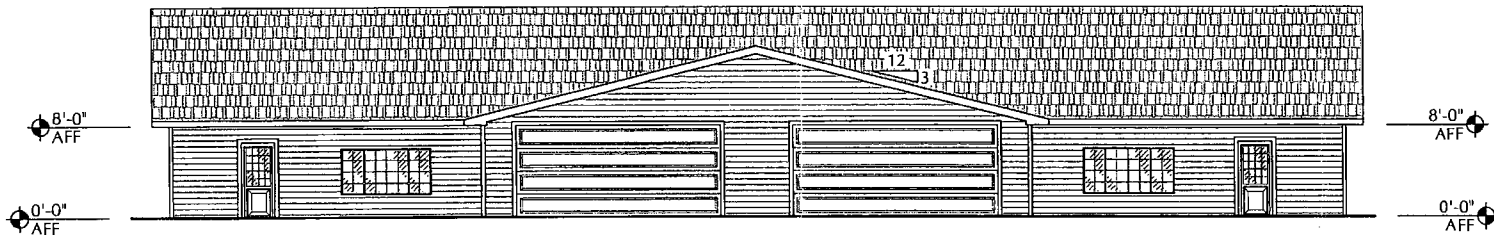
5830 East 2nd Street
Casper, Wyoming 82609
Phone: 307-265-4601
Fax #: 307-265-4672

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

EXHIBIT
A.667

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

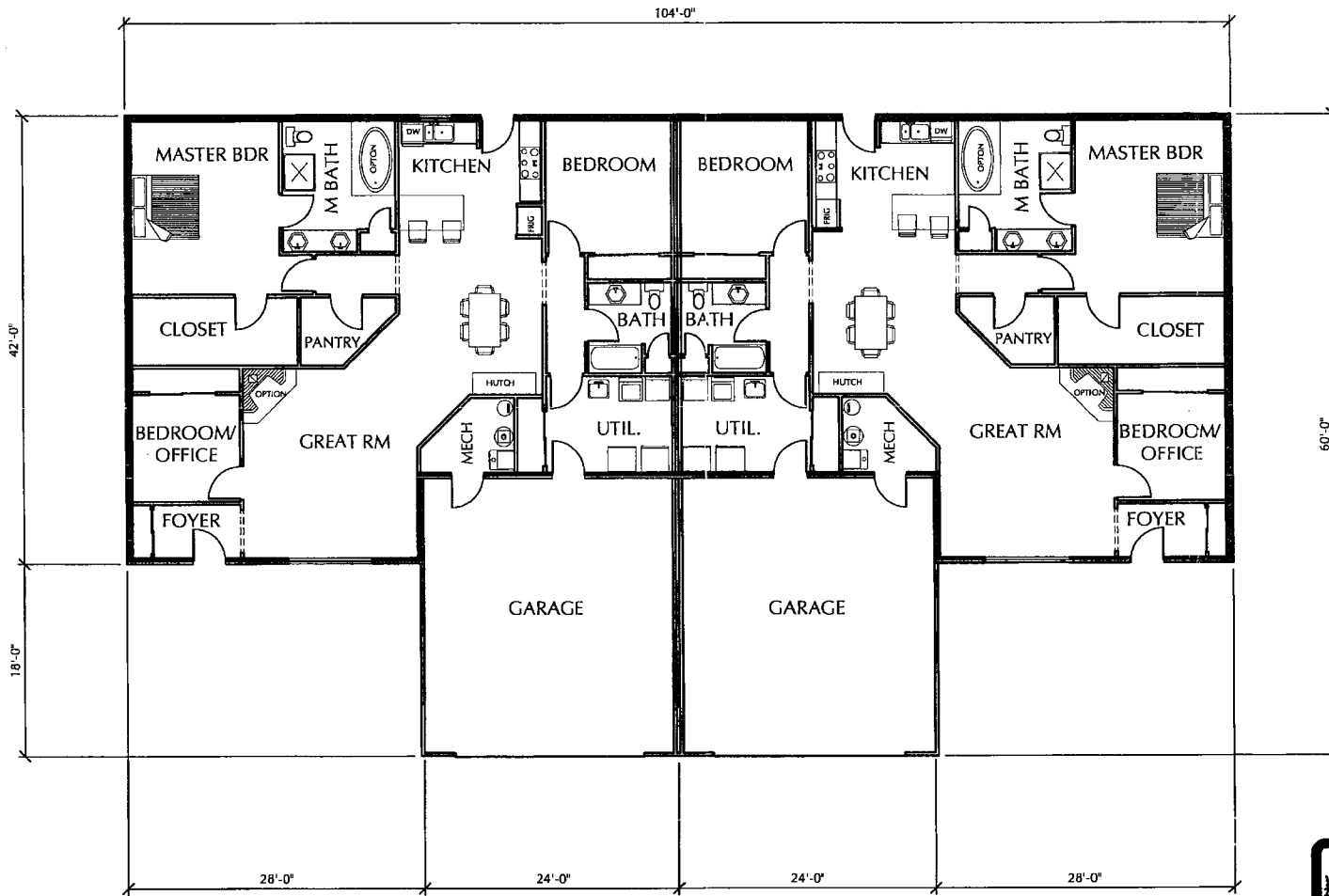


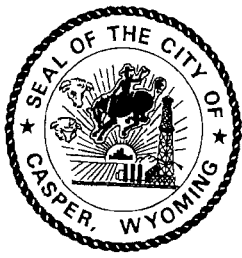
EXHIBIT
A 7&7

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:

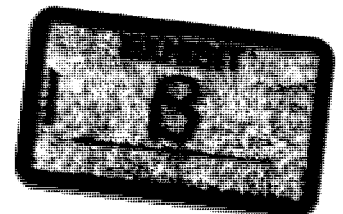
- Correct settlement around sanitary sewer manhole no.7, adjacent to lot 1, block 3, and lot 2, block 1, of The 9 Iron Estates Addition.
- Correct settlement around inlet on Hogan Drive adjacent to lot 1, block 3 of The 9 Iron Estates Addition.
- Skin patch around sanitary sewer manhole no.2, adjacent 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 240-235-7553
---	---	---	--	---	---



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 David, RM 203
Casper, WY 82601
Phone: 307-235-8241
Fax: 307-235-8362
www.casperwy.gov
E-mail: dhardy@cityofcasperwy.com

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

FOR OFFICE USE ONLY:
DATE SUBMITTED:

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:

Lawrence 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+

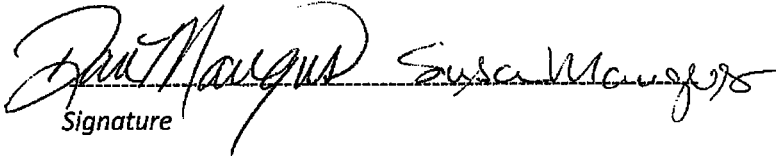
2920 Player Dr.

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

R-2 Zoning Change Approval Form

For Back Nine Estates HOMEOWNERS

Sign and Date below:

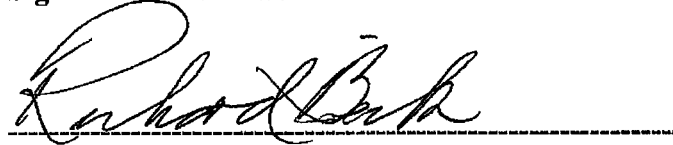

Signature

1-7-2021
Date

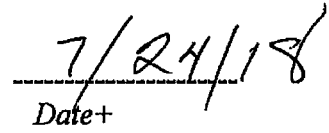
Tri-Max Builders
2948 Hogan Dr.
Casper, WY 82601

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

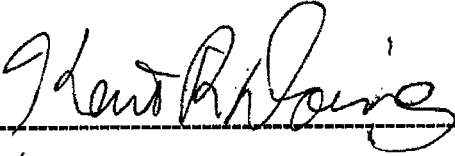
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2904 Playas

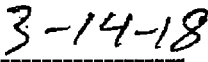
Tri-Max Builders
2948 Hogan Dr.
Casper, WY 82601

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

Sign and Date below:



Signature



Date+

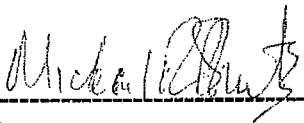
2944

Prayer

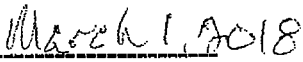
Tri-Max Builders
2948 Hogan Dr.
Casper, WY 82601

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

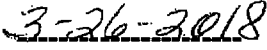
Tri-Max Builders
2948 Hogan Dr.
Casper, WY 82601

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

Sign and Date below:



Signature



Date+

2936 Player

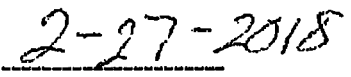
Tri-Max Builders
2948 Hogan Dr.
Casper, WY 82601

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

Chad Williams

2951 Player Drive

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

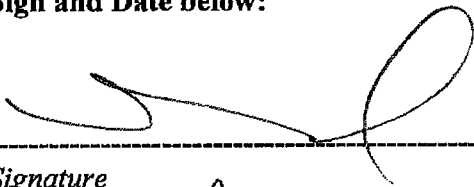
4-23-2018
Date+
4/23/2018

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

Justine Lee Hold 4.23.18

4/23/18
Date+

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

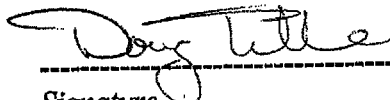
Signature

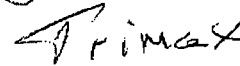
Date+

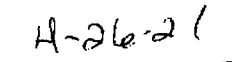
Tri-Max Builders
1948 Hogan Dr.
Casper, WY 82601

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:

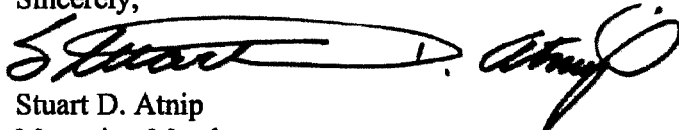
Please find enclosed the following documents for filing in and for consideration by the City of Casper Planning and Zoning Commission in Case Number ZOC-000010-2021, which matter is to be considered by the Commission at its meeting on Thursday, June 17, 2021:

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": $769,356.72 \text{ (square feet of Tract "A")} \div 1,778,609.20 \text{ (subdivision total square feet)} = 43.25\% \text{ ownership interest therein.}$

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.



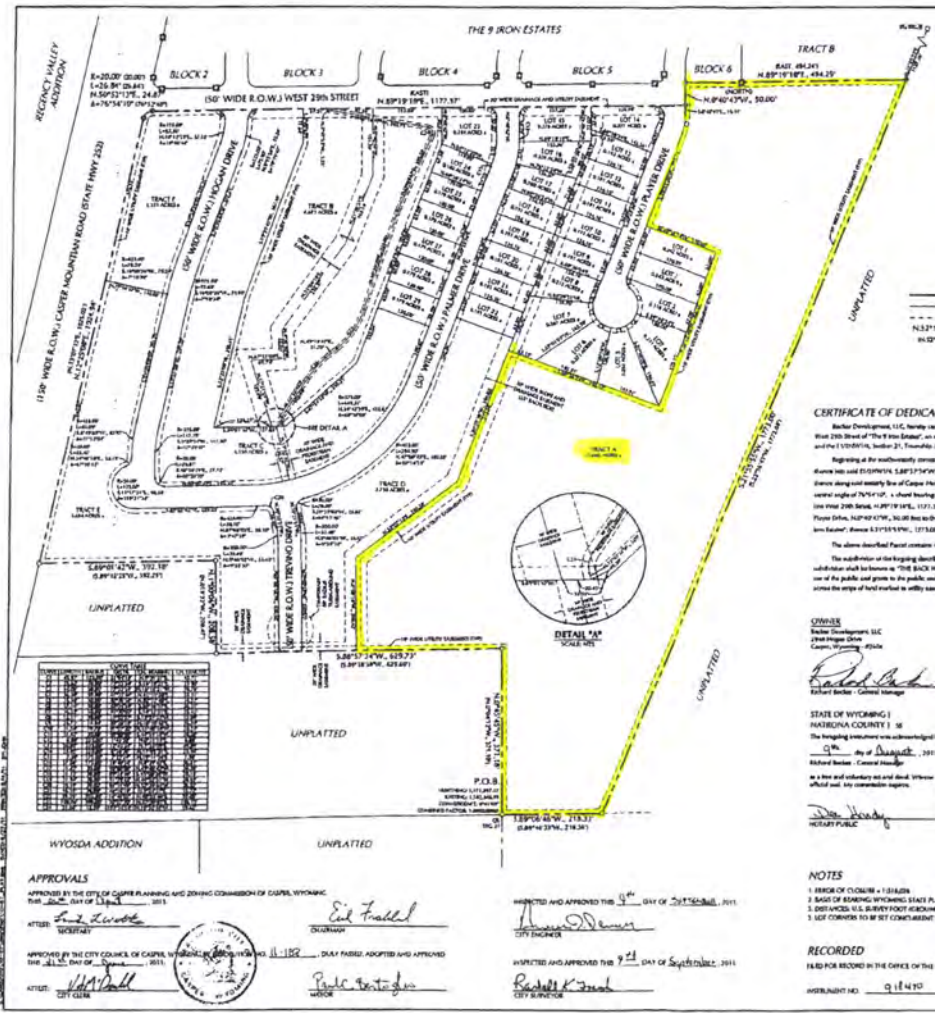
**GUNSIGHT LLC'S PERCENTAGE OWNERSHIP INTEREST IN THE TRACTS AND LOTS
OF THE "BACK NINE SUBDIVISION"**

TRACT/LOT SQUARE FOOTAGE

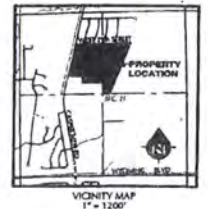
A	769,356.72	OWNED BY GUNSIGHT, LLC
B	203,555.88	
C	179,902.80	
D	119,790.00	
E	160,910.64	
F	65,819.16	
1	10,540.00	
2	10,540.00	
3	9,388.00	
4	13,534.00	
5	12,323.00	
6	11,822.00	
7	16,577.00	
8	9,240.00	
9	8,318.00	
10	8,318.00	
11	8,318.00	
12	8,318.00	
13	8,428.00	
14	12,066.00	
15	12,011.00	
16	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.



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 W1/2NE1/4 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**
- RECONSTRUCTED BRASS CAP
 - RECONSTRUCTED CONCRETE AS HOTSET
 - SET NEW REBAR INTERLOCKING CAP
 - SET BRASS CAP
 - PLAT BOUNDARY
 - LOT LINES
 - - - EASEMENT LINES
 - - - UNPLATTED
 - RECONSTRUCTED ALUMINUM CURB

CERTIFICATE OF DEDICATION

Builder 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" as well as in 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 lines and bounds as follows:

Beginning at the westerly corner of said W1/2NE1/4, said point being the C1/4 corner of said Section 21, thence along the westerly line of said W1/2NE1/4, N47°40'00"W, 371.10 feet, thence into and along the line of Casper Platteau Road, N87°17'00"W, 428.73 feet, thence N17°05'00"W, 208.38 feet, thence S87°01'42"W, 291.18 feet to a point in the westerly right-of-way line of Casper Platteau Road, thence along said westerly line of Casper Platteau Road, N17°05'00"W, 102.54 feet to a point of curvature, thence 28.84 feet along the arc of a curve to the right having a radius of 28.20 feet, a central angle of 79°14'00", a chord bearing of N30°02'15"W, said a chord length of 27.67 feet to a point of tangency to the westerly right-of-way line of West 29th Street, thence along said westerly line of West 29th Street, N47°40'00"W, 117.11 feet to the point of intersection of said westerly line of West 29th Street and the westerly right-of-way line of Maple Drive, thence along said westerly line of Maple Drive, N47°40'00"W, 30.00 feet to the westerly corner of Lot 7, Block 4, of said "The 9 Iron Estates" thence N48°17'18"W, 494.24 feet to the westerly corner of Tract C of said "The 9 Iron Estates", thence S37°15'17"W, 127.50 feet to the westerly corner of the said "The 9 Iron Estates" subdivision, thence S87°04'00"W, 218.23 feet to the Point of Beginning.

The above described Parcel contains 64,577 sq. ft., more or less, and is subject to any and all rights, claims, easements, restrictions, and encumbrances which have lawfully attached thereto.

The subdivision of the foregoing described land as it appears on this plat is in full compliance with the decision 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 do hereby dedicate all streets and alleys shown herein to the use of the public and grant to the public, without any compensation or limitation as to time, quantity, use and extent possible, the use and enjoyment thereof, now and hereafter, and in and over the same, along and across the entire length and width of any public easements as shown on this plat.

CONVEY
 Builder Development, LLC
 2nd Floor Suite
 Casper, Wyoming 82401

[Signature]
 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, without any fraud and without any coercion or duress.

[Signature]
 Notary Public

CERTIFICATE OF SURVEYOR

I, Dale Johnson, do hereby certify that I am a registered land surveyor having qualified the laws of the State of Wyoming, and that I am a duly sworn and complete plat as "THE BACK NINE" as located, platted, subdivided, and shown herein, that said plat was laid down in accordance with the laws of the State of Wyoming, and that I am a duly sworn and complete plat as "THE BACK NINE" as located, platted, subdivided, and shown herein, that said plat was laid down in accordance with the laws of the State of Wyoming, and that I am a duly sworn and complete plat as "THE BACK NINE" as located, platted, subdivided, and shown herein, that said plat was laid down in accordance with the laws of the State of Wyoming.

[Signature]
 Dale Johnson
 Notary Public

STATE OF WYOMING)
 NATRONA COUNTY) ss
 The foregoing instrument was acknowledged before me this _____ day of _____, 2011, by
 Dale Johnson, L.S.
 as a free and voluntary act and deed, without any fraud and without any coercion or duress.

NOTES

1. RECORD OF CONVEY - 1318128
2. BASIS OF BEARING: WYOMING STATE PLANE COORDINATE SYSTEM, EAST CENTRAL ZONE, NAD 1983
3. DISTANCES: U.S. SURVEY FOOT (ROUNDING)
4. NOT CONFORMS TO SET COMPLIANT WITH CONSTRUCTION USING 1/4" BARS & ALUMINUM CAP

RECORDED
 FILED FOR RECORD IN THE OFFICE OF THE COUNTY CLERK OF NATRONA COUNTY, WYOMING THIS _____ DAY OF _____, 2011.
 REGISTERED NO. 918470

APPROVALS

APPROVED BY THE CITY OF CASPER, WYOMING AND ZONING COMMISSION OF CASPER, WYOMING
 Resolution No. _____, Day of _____, 2011.

APPROVED BY THE CITY COUNCIL OF CASPER, WYOMING
 Resolution No. _____, Day of _____, 2011.

[Signatures]
 City Clerk, City Engineer, City Planner, City Commissioner, City Council Members

INVESTED AND APPROVED THIS _____ DAY OF _____, 2011.
[Signature]
 City Engineer

INVESTED AND APPROVED THIS _____ DAY OF _____, 2011.
[Signature]
 City Planner

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

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 W1/2NE1/4 AND THE E1/2NW1/4, SECTION 21, TOWNSHIP 33 NORTH, RANGE 79 WEST OF THE 6TH PRINCIPAL MERIDIAN, NATRONA COUNTY, WYOMING.

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

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 Augenstein

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 3rd day of August, 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

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:

By: _____

Printed Name: _____

Title: _____

OWNER
Rocking K Properties, LLC

By: [Signature]

Printed Name: Keith P Tyle-

Title: Manager

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)

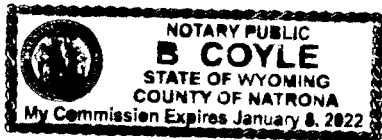
Title (and Rank)

[My Commission Expires: _____]

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

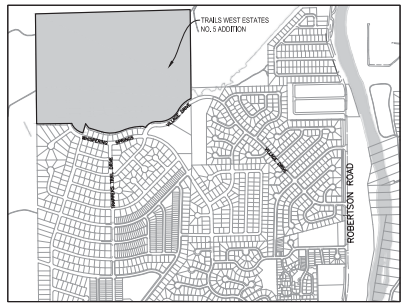
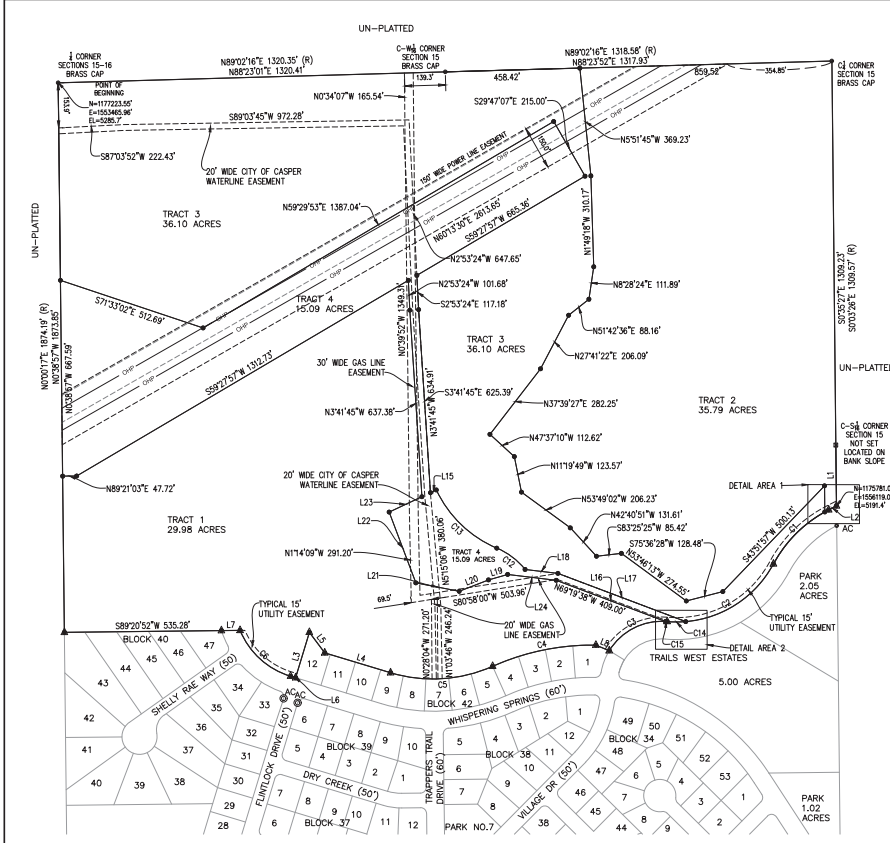
This instrument was acknowledged before me on this 6th day of August, 2021, by Keith P. Tyler as the Managing Member of Rocking K Properties, LLC.

(Seal, if any)



B. Coyle
(Signature of notarial officer)
Notary Public
Title (and Rank)

[My Commission Expires: Jan. 8, 2022]



Line #	Bearing	Length	CURVE TABLE					
			Curve #	Radius	Arc Length	Delta	Ch B	Ch L
L1	S03°37'12"E	207.46'	C1	440.00'	267.57'	34°50'34"	S49°35'56"W	263.47'
L2	S62°56'54"W	29.84'	C2	375.00'	436.89'	66°45'08"	S61°32'30"W	412.60'
L3	S16°48'49"W	161.75'	C3	210.00'	232.21'	63°21'20"	S63°14'16"W	220.56'
L4	N73°11'55"W	234.36'	C4	830.00'	362.05'	24°59'35"	S47°24'46"W	359.19'
L5	N36°33'04"W	87.55'	C5	500.00'	356.20'	40°49'05"	S86°23'21"W	348.72'
L6	N73°11'55"W	18.06'	C6	270.00'	240.14'	50°57'36"	N47°46'09"W	233.31'
L7	S89°24'21"W	63.65'	C12	250.00'	121.96'	27°57'06"	S53°03'36"W	120.76'
L8	N67°20'03"W	49.54'	C13	400.00'	292.53'	41°54'00"	S46°05'06"W	286.05'
L15	N64°51'42"E	22.05'	C14	375.00'	63.68'	94°37'46"	N89°56'44"W	63.60'
L16	N69°19'38"W	397.86'	C15	210.00'	5.64'	1°32'15"	S85°51'12"E	5.64'
L17	S89°19'38"W	465.89'						
L18	S83°06'52"E	112.84'						
L19	S74°02'17"W	67.83'						
L20	S68°43'09"W	107.15'						
L21	N79°00'12"W	150.69'						
L22	N03°39'02"W	257.89'						
L23	N64°51'42"E	123.33'						
L24	N83°06'52"W	166.90'						

- NOTES
- ERROR OF CLOSURE EXCEEDS 1:350,000.
 - BASIS OF BEARINGS IS THE WYOMING STATE PLANE COORDINATE SYSTEM, EAST CENTRAL ZONE. NAD 1983/2011.
 - ELEVATIONS ARE FOR REFERENCE ONLY, DISTANCES ARE GRID.
 - AT THE POINT OF BEGINNING THE CONVERGENCE IS 0°36'39.89" AND THE COMBINED FACTOR IS 0.99979133

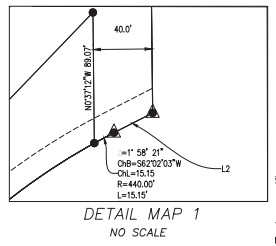
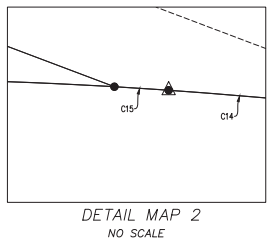
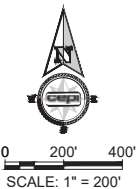
APPROVALS

APPROVED BY THE CITY OF CASPER PLANNING AND ZONING COMMISSION OF CASPER, WYOMING
THIS _____ DAY OF _____ 2021.

ATTEST: _____ CHAIRMAN
SECRETARY _____

APPROVED BY THE CITY COUNCIL OF CASPER, WYOMING BY ORDINANCE NO. _____ DULY PASSED,
ADOPTED AND APPROVED THIS _____ DAY OF _____ 2021.

ATTEST: _____ CITY CLERK
CITY ENGINEER _____
CITY SURVEYOR _____



CERTIFICATE OF SURVEYOR

STATE OF WYOMING
COUNTY OF NATRONA } ss

I, BRADLEY D. NEUMULLER, A REGISTERED PROFESSIONAL LAND SURVEYOR, LICENSE NO. 13836, DO HEREBY CERTIFY THAT THIS PLAT WAS MADE FROM NOTES TAKEN DURING AN ACTUAL SURVEY MADE UNDER MY DIRECT SUPERVISION IN FEBRUARY AND MARCH, 2021, AND THAT THIS PLAT, TO THE BEST OF MY KNOWLEDGE AND BELIEF, CORRECTLY AND ACCURATELY REPRESENTS SAID SURVEY, ALL BEING TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY BRADLEY D. NEUMULLER
THIS DAY OF _____ 2021.
WITNESS MY HAND AND OFFICIAL SEAL.
MY COMMISSION EXPIRES _____



CERTIFICATE OF DEDICATION

STATE OF WYOMING } ss
COUNTY OF NATRONA

THE UNDERSIGNED, ROOKING K PROPERTIES, LLC, AND CITY OF CASPER DO HEREBY CERTIFY THAT THEY ARE THE OWNERS AND PROPRIETORS OF THE FOLLOWING DESCRIBED VACATION AND REPLAT OF LOTS 48 - 56, OF BLOCK 40, ALL OF BLOCK 41, PARK NO. 3 AND LOTS 13 - 49, OF BLOCK 42 AND ALL OF BLOCKS 43, 44, 45, 46, 47, 48 AND 49, TRAILS WEST ESTATES (INSTRUMENT NO. 274026). THIS VACATION AND REPLAT SITUATE WITHIN A PORTION OF THE SW1/4 OF SECTION 15, 13.33N., R.80W., 6TH P.M., NATRONA COUNTY, WYOMING, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE 1/4 SECTION CORNER COMMON TO SECTIONS 15 AND 1/4, MONUMENTED BY A BRASS CAP AND BEING THE POINT OF BEGINNING;

THENCE N88°23'01"E, A DISTANCE OF 1320.41 FEET TO THE CENTER WEST 1/16 CORNER OF SAID SECTION 15;

THENCE N88°23'02"E, A DISTANCE OF 1317.93 FEET TO THE CENTER 1/4 OF SAID SECTION 15;

THENCE S00°35'27"E, A DISTANCE OF 1309.23 FEET TO THE CENTER SOUTH 1/16 CORNER OF SAID SECTION 15;

THENCE S00°37'12"E, A DISTANCE OF 207.46 FEET TO A POINT ON THE NORTH SIDE OF THE EXISTING VILLAGE DRIVE;

THENCE S62°56'54"W, COINCIDENT WITH THE NORTH RIGHT-OF-WAY LINE OF SAID VILLAGE DRIVE, A DISTANCE OF 29.84 FEET, TO THE POINT OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY;

THENCE 267.57 FEET COINCIDENT WITH SAID CURVE AND NORTH RIGHT-OF-WAY LINE, HAVING A RADIUS OF 440.00 FEET, A DELTA ANGLE OF 34°50'34" AND A CHORD BEARING OF S49°35'56"W WITH A DISTANCE OF 263.47 FEET, TO A POINT OF A NON-TANGENT REVERSE CURVE CONCAVE NORTHWESTERLY;

THENCE 436.89 FEET COINCIDENT WITH SAID CURVE AND NORTH RIGHT-OF-WAY LINE, HAVING A RADIUS OF 375.00 FEET, A DELTA ANGLE OF 66°45'08" AND A CHORD BEARING OF S61°32'30"W WITH A DISTANCE OF 412.60 FEET, TO A POINT OF A NON-TANGENT REVERSE CURVE CONCAVE SOUTHEASTERLY;

THENCE 232.21 FEET COINCIDENT WITH SAID CURVE AND NORTH RIGHT-OF-WAY LINE, HAVING A RADIUS OF 210.00 FEET, A DELTA ANGLE OF 63°21'20" AND A CHORD BEARING OF S63°14'16"W WITH A DISTANCE OF 220.56 FEET, TO A POINT ALSO BEING THE NORTHEAST CORNER OF LOT 1 BLOCK 42 TRAILS WEST ESTATES;

THENCE N07°20'12"E, COINCIDENT WITH THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 49.54 FEET, TO A POINT OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY;

THENCE 362.05 FEET COINCIDENT WITH SAID CURVE AND THE NORTH LINE OF LOTS 1 THRU 4 BLOCK 42 TRAILS WEST ESTATES, HAVING A RADIUS OF 830.00 FEET, A DELTA ANGLE OF 24°59'35" AND A CHORD BEARING OF S78°24'46"W WITH A DISTANCE OF 359.19 FEET, TO A POINT OF A NON-TANGENT REVERSE CURVE CONCAVE NORTHWESTERLY;

THENCE 356.20 FEET COINCIDENT WITH SAID CURVE AND THE NORTH LINE OF LOTS 5 THRU 9 BLOCK 42 TRAILS WEST ESTATES, HAVING A RADIUS OF 500.00 FEET, A DELTA ANGLE OF 40°49'05" AND A CHORD BEARING OF S86°23'21"W WITH A DISTANCE OF 348.72 FEET, TO A POINT;

THENCE N73°11'55"W, COINCIDENT WITH THE NORTH LINE OF LOTS 9 THRU 12 BLOCK 42 TRAILS WEST ESTATES, A DISTANCE OF 234.36 FEET, TO AN ANGLE POINT;

THENCE N36°33'04"W, COINCIDENT WITH THE NORTH LINE OF SAID LOT 2, A DISTANCE OF 87.55 FEET, TO AN ANGLE POINT BEING THE NORTHWEST CORNER OF SAID LOT 12;

THENCE S74°02'17"W, COINCIDENT WITH THE WEST LINE OF SAID LOT 12, A DISTANCE OF 161.75 FEET, TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF WHISPERING SPRINGS ROAD;

THENCE N73°11'55"W, COINCIDENT WITH THE NORTH LINE OF SAID LOT 12, A DISTANCE OF 18.06 FEET, TO AN ANGLE POINT BEING THE NORTHWEST CORNER OF SAID LOT 12;

THENCE N67°20'03"W, COINCIDENT WITH THE WEST LINE OF SAID LOT 12, A DISTANCE OF 49.54 FEET, TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF WHISPERING SPRINGS ROAD;

THENCE S89°24'21"W, COINCIDENT WITH THE NORTH LINE OF SAID LOT 12, A DISTANCE OF 63.65 FEET, TO AN ANGLE POINT BEING THE NORTHWEST CORNER OF SAID LOT 12;

THENCE N64°51'42"E, A DISTANCE OF 22.05 FEET, TO A POINT BEING THE NORTHWEST CORNER OF SAID LOT 12;

THENCE S89°19'38"W, ACROSS WHISPERING SPRINGS ROAD, A DISTANCE OF 397.86 FEET, TO A POINT BEING THE NORTHEAST CORNER OF LOT 47 BLOCK 40 TRAILS WEST ESTATES;

THENCE S89°24'21"W, ACROSS WHISPERING SPRINGS ROAD, A DISTANCE OF 63.65 FEET, TO A POINT BEING THE NORTHEAST CORNER OF LOT 47 BLOCK 40 TRAILS WEST ESTATES;

THENCE S89°20'52"W, COINCIDENT WITH THE NORTH LINE OF LOTS 43 THRU 47 BLOCK 40 TRAILS WEST ESTATES, A DISTANCE OF 535.29 FEET, TO THE WEST LINE OF SECTION 15;

THENCE N00°39'02"W, COINCIDENT WITH THE SECTION LINE COMMON TO SECTIONS 15 AND 16 T.33N., R.80W., 6TH P.M., A DISTANCE OF 1673.85 FEET, TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS APPROXIMATELY 115.96 ACRES, MORE OR LESS, AND IS SUBJECT TO ALL RIGHTS-OF-WAY AND/OR EASEMENTS, RESERVATIONS AND ENCROACHMENTS WHICH HAVE BEEN LEGALLY ACQUIRED.

THE TRACT OF LAND, AS IT APPEARS ON THIS PLAT, IS DEDICATED WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNER AND PROPRIETOR. THE NAME OF THE SUBDIVISION SHALL BE "TRAILS WEST ESTATES No. 5 ADDITION" AND THE OWNERS HEREBY WAIVE ALL RIGHTS AND STREETS, AND GRANT TO THE PUBLIC AND PRIVATE UTILITY COMPANIES A 30' GAS LINE EASEMENT, A 30' GAS LINE EASEMENT, A 20' CITY OF CASPER WATERLINE EASEMENT AND AN EASEMENT AND LICENSE TO LOCATE, CONSTRUCT, USE AND MAINTAIN CONDUITS, LINES, WIRES AND PIPES, ANY OR ALL OF THEM UNDER AND ALONG THE STRIPS OF LAND MARKED "UTILITY EASEMENT" AS SHOWN ON THIS PLAT. TRACT 4, AS SHOWN HEREIN, IS HEREBY DEDICATED TO THE CITY OF CASPER FOR USE AS PUBLIC PARK LAND. ALL ROADS AND STREETS AS SHOWN HEREIN HAVE BEEN PREVIOUSLY DEDICATED TO THE USE OF THE PUBLIC.

CITY OF CASPER
200 NORTH DAVID STREET
CASPER, WYOMING 82601

ROOKING K PROPERTIES, LLC
P.O. BOX 2671
CASPER, WYOMING 82602

REITH P. TYLER - MANAGING MEMBER
ROOKING K PROPERTIES, LLC

STEVEN K. FREEL - MAYOR
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY STEVE FREEL, MAYOR OF CITY OF CASPER, THIS _____ DAY OF _____ 2021.

WITNESS MY HAND AND OFFICIAL SEAL.
MY COMMISSION EXPIRES _____

REITH P. TYLER - MANAGING MEMBER
ROOKING K PROPERTIES, LLC
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY KEITH P. TYLER, MANAGING MEMBER OF ROOKING K PROPERTIES, LLC, THIS _____ DAY OF _____ 2021.

WITNESS MY HAND AND OFFICIAL SEAL.
MY COMMISSION EXPIRES _____

NOTARY PUBLIC

VACATION AND REPLAT OF LOTS 48 - 56, OF BLOCK 40, ALL OF BLOCK 41, PARK NO. 3 AND LOTS 13 - 49, OF BLOCK 42 AND ALL OF BLOCKS 43, 44, 45, 46, 47, 48 AND 49 TRAILS WEST ESTATES AS

TRAILS WEST ESTATES NO. 5 ADDITION

AN ADDITION TO THE CITY OF CASPER, WYOMING BEING A PORTION OF THE SW1/4 OF SECTION 15, T.33N., R.80W., 6TH P.M. NATRONA COUNTY WYOMING MARCH, 2021

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 3rd day of August, 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

August 3, 2021

MEMO TO: J. Carter Napier, City Manager *JCN*
FROM: Liz Becher, Community Development Director *LB*
M. Jeremy Yates, MPO Supervisor *MJY*
SUBJECT: City of Casper Complete Streets & Ordinance Plan Professional Services Contract

Meeting Type & Date:
Regular Council Meeting, August 17, 2021.

Action Type:
Resolution

Recommendation:
That Council, by resolution, approve the City of Casper's Contract for Professional Services with Nelson\Nygard Consulting Associates, Inc., for the City of Casper Complete Streets & Ordinance Plan in an amount not to exceed \$97,875.00.

Summary:
The Casper Area Metropolitan Planning Organization (MPO) is composed of the City of Casper, the Towns of Bar Nunn, Evansville, and Mills, and Natrona County. The MPO along with the member jurisdictions guided by the Long Range Transportation Plan sets projects and programs they wish to complete each federal year. These programs and projects are presented by the MPO each year in the Unified Planning Work Program (UPWP) which is voted on and approved by representatives from all of the MPO member jurisdictions on both the Technical and Policy Committees. The Fiscal Year 2021 UPWP included \$98,833.00 of matched federal funding for a City of Casper Complete Streets & Ordinance Plan.

The MPO's FY21 UPWP identified that the City of Casper would benefit from a Complete Streets & Ordinance Plan as it would improve the health and safety for all residents, a goal of the most recent update of their Long Range Transportation Plan: Connecting Crossroads (LRTP). Additionally, a Complete Streets & Ordinance Plan will provide for a framework to codify transportation and streets related ordinances across the City of Casper. The plan will enable the maintenance of mobility for vehicles and trucks while elevating the needs and experience for those walking, biking, using mobility devices, and using transit. Finally, this plan will help the City of Casper meet the other goals set forth in the most recent update of the LRTP and Comprehensive Plan including, increasing transportation options for all modes, improving the safety and health for all residents, enhancing the region's distinct character, and supporting the region's diversifying economy.

The Casper Area MPO released a Request for Proposals (RFP) on May 21, 2021. Three (3) consulting firms responded with a proposal by the July 2, 2021 deadline. Members from the MPO

Technical Committee, MPO staff, and a representative from the City of Casper reviewed the proposals, and on July 12, 2021 selected Nelson\Nygaard Consulting Associates, Inc. based on the quality of the initial proposal, qualifications of proposed staff, and understanding of the project. The MPO expects the proposed project to be completed by March 1, 2022.

Financial Considerations:

The proposed contract shall not exceed \$97,875.00. Funding for this project comes from the Casper Area Metropolitan Planning Organization (MPO), including federal monies and contributions from member agencies. Each member agency pays a portion of the budget for all Casper Area MPO projects regardless of whether that project is in their jurisdiction. All Casper Area MPO jurisdictional members pay their share of the total UPWP local match for each year in October. Funding for the project breaks down as follows; federal funds account for 90.49% of the total project budget. The remaining 9.51% of the total budget is split, based upon population, among the separate jurisdictional member agencies of the Casper Area MPO. Those amounts break down as follows:

Federal Funds	90.49%	\$88,567.09
Local Match	9.51%	\$9,307.91
Casper	73.31%	\$6,823.63
Natrona	15.80%	\$1,470.65
Mills	4.59%	\$427.23
Evansville	3.37%	\$313.68
Bar Num	2.93%	\$272.72
Total		\$97,875.00

The Casper Area Metropolitan Planning Organization Policy Committee approved the funding of \$98,833.00 of MPO Programs and Projects funds from the federal Consolidated Planning Grant for the total project on May 21, 2020.

Oversight/Project Responsibility:

M. Jeremy Yates, MPO Supervisor

Attachments:

Resolution, Contract for Professional Services

CONTRACT FOR PROFESSIONAL SERVICES

PART I - AGREEMENT

This Contract for Professional Services (“Contract or Agreement”) is entered into on this _____ day of _____, 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. Nelson\Nygaard Consulting Associates, Inc., 2 Bryant Street Suite 300, San Francisco, California, 94105 (“Consultant”).

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

RECITALS

- A. The City needs professional planning services for the City of Casper Complete Streets & Ordinance Plan, hereinafter referred to as the “Project”.
- B. The City desires to retain the Consultant to render certain technical and professional services to complete the necessary work for the Project.
- C. The Consultant represents that it is ready, willing, and able to provide the professional services to the City as required by this Contract.
- D. The City desires to retain the Consultant for such services.

NOW, THEREFORE, in consideration of the covenants and conditions set forth herein to be performed, the parties agree as follows:

1. **SCOPE OF SERVICES.**

The Consultant shall perform the City of Casper Complete Streets & Ordinance Plan as follows:

- A. Subject to the Consultant Limitations of Part II, paragraph YY of this Agreement, the Consultant agrees to perform, directly or by association with such other consultants or contractors as it may deem necessary to further the interest of the City, the services and tasks as set forth in Exhibit “A” (Scope of Services), attached hereto and made a part of this Contract.
- B. Notwithstanding anything to the contrary herein, Consultant will use that degree of care and skill ordinarily exercised by members of same profession performing the same or

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

2. TIME OF PERFORMANCE:

A. The Consultant agrees to begin work on the Project following receipt of this fully executed Agreement from the City. Consultant shall follow timeline/estimated completion as set forth in Exhibit A.

B. The Scope of Services listed in Paragraph 1 shall be completed on or before March 1, 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 this Contract, and as outlined on the fee schedule attached hereto and labeled as Exhibit “G” and by reference made part of this Contract, a fee not to exceed Ninety Seven Thousand Eight Hundred Dollars and Zero Cents (\$97,875.00). Consultant's hourly rates used as a basis for payment mean salaries and wages (basic and incentive) paid to all Consultant's personnel engaged directly on the Project, including, but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical and business personnel; plus the total cost of customary and statutory benefits, overhead, and fee (profit).

Invoices shall be submitted on a monthly basis for services provided in the prior month. The City will retain ten percent (10%) of total Project cost, or One Nine Thousand Seven Hundred Eighty Seven Dollars and Fifty Cents (\$9,787.50), until the Community Development Director provides written notice of final acceptance of the Project.

4. METHOD OF PAYMENT:

Payment will be made following completion of the terms set forth herein and receipt of an itemized invoice, certified under penalty of perjury, from the Consultant for services rendered in conformance with the Agreement, and following approval by the Casper City Council. The invoice for payment must specify the correct amount due; that the Consultant has performed the services rendered under this Agreement, in conformance with the Agreement, and that it is entitled to receive the amount requested under the terms of the Agreement.

If amounts owed by the Consultant to the City for any goods, services, licenses, permits or any other items or purpose remain unpaid beyond the City's general credit policy, those

amounts may be deducted from the payment being made by the City to the Consultant pursuant to this Agreement.

5. TERMS AND CONDITIONS:

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

Exhibit A: Scope of Services

Exhibit B: MPO Policy Committee Approval

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

Exhibit D: Certification of Consultant

Exhibit E: Certification of AGENT

Exhibit F: Certification of Suspension or Debarment

Exhibit G: Fee Schedule

6. EXTENT OF AGREEMENT:

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

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

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

APPROVED AS TO FORM:

Walter Tremel

ATTEST:

Fleur Tremel
City Clerk

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

Steven K. Freel
Mayor

WITNESS:

Nelson\Nygard Consulting Associates, Inc.
as Consultant:

By: Jena Naylor

By: Thomas Bacus

Printed name: Jena Naylor

Printed name: Thomas Bacus

Title: Marketing Coordinator

Title: Director of Operations

CONTRACT FOR PROFESSIONAL SERVICES
PART II - GENERAL TERMS AND CONDITIONS

- A. **Assumption of Risk.** The Consultant shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to the Consultant's failure to comply with state or federal requirements. Owner shall notify the Consultant of any state or federal determination of noncompliance.
- B. **Conflict of Interest.** Per 2 CFR 200.112, the Consultant must disclose in writing any potential conflict of interest to Owner including financial or other personal interests.
- C. **Environmental Policy Acts.** The Consultant agrees all activities under this Agreement will comply with the Clean Air Act, the Clean Water Act, the National Environmental Policy Act, and other related provisions of federal environmental protection laws, rules or regulations.
- D. **Human Trafficking.** As required by 22 U.S.C. § 7104(g) and 2 CFR Part 175, this Agreement may be terminated without penalty if a private entity that receives funds under this Agreement:
 - a. Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
 - b. Procures a commercial sex act during the period of time that the award is in effect;
or
 - c. Uses forced labor in the performance of the award or subawards under the award.
- E. **Kickbacks.** The Consultant certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this Agreement, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Agreement. If Consultant breaches or violates this warranty, the Owner may, at its discretion, terminate this Agreement without liability to the Owner, or deduct from the agreed upon price or consideration, or otherwise recover, the full amount of any gratuity, kickback, commission, percentage, brokerage, or contingency fee.
- F. **Limitations on Lobbying Activities.** By signing this Agreement, the Consultant certifies and agrees that, in accordance with P.L. 101-121, payments made from a federal grant shall not be utilized by the Consultant or its subcontractors in connection with lobbying member(s) of Congress, or any federal agency in connection with the award of a federal grant, contract, cooperative agreement, or loan.
- G. **Mandatory Disclosures.** Per 2 CFR 200.113, the Consultant must disclose, in a timely manner, in writing to the Owner, all violations of Federal criminal law involving fraud,

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

- H. **Monitoring Activities.** The Owner shall have the right to monitor all activities related to this Agreement that are performed by the Consultant or its subcontractors. This shall include, but not be limited to, the right to make site inspections at any time and with reasonable notice; to bring experts and consultants on site to examine or evaluate completed work or work in progress; to examine the books, ledgers, documents, papers, and records pertinent to this Agreement; and, to observe personnel in every phase of performance of the related work.
- I. **Nondiscrimination.** The Consultant shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105, *et seq.*), the Americans with Disabilities Act (ADA), 42 U.S.C. § 12101, *et seq.*, and the Age Discrimination Act of 1975 and any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this Agreement.
- J. **No Finder's Fees.** No finder's fee, employment agency fee, or other such fee related to the procurement of this Agreement, shall be paid by either party.
- K. **Publicity.** Any publicity given to the program or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Consultant and related to the services and work to be performed under this Agreement, shall identify the Owner as the sponsoring agency and shall not be released without prior written approval of the Owner.
- L. **Suspension and Debarment.** By signing this Agreement, the Consultant certifies that neither it nor its principals/agents are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction or from receiving federal financial or nonfinancial assistance, nor are any of the participants involved in the execution of this Agreement suspended, debarred, or voluntarily excluded by any federal department or agency in accordance with Executive Order 12549 (Debarment and Suspension), 44 CFR Part 17, or 2 CFR Part 180, or are on the debarred, or otherwise ineligible, vendors lists maintained by the federal government. Further, the Consultant agrees to notify the Owner by certified mail should it or any of its principals/agents become ineligible for payment, debarred, suspended, or voluntarily excluded from receiving federal funds during the term of this Agreement.
- M. **Administration of Federal Funds.** The Consultant agrees its use of the funds awarded herein is subject to the Uniform Administrative Requirements of 2 CFR Part 200, *et seq.*; any additional requirements set forth by the federal funding agency; all applicable

regulations published in the Code of Federal Regulations; and other program guidance as provided to it by the Owner.

- N. **Copyright License and Patent Rights.** The Consultant acknowledges that federal grantor, the State of Wyoming, and the Owner reserve a royalty-free, nonexclusive, unlimited, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for federal and state government purposes: (1) the copyright in any work developed under this Agreement; and (2) any rights of copyright to which the Consultant purchases ownership using funds awarded under this Agreement. The Consultant must consult with the Owner regarding any patent rights that arise from, or are purchased with, funds awarded under this Agreement.
- O. **Federal Audit Requirements.** The Consultant agrees that if it expends an aggregate amount of seven hundred fifty thousand dollars (\$750,000.00) or more in federal funds during its fiscal year, it must undergo an organization-wide financial and compliance single audit. The Consultant agrees to comply with the audit requirements of the U.S. General Accounting Office Government Auditing Standards and Audit Requirements of 2 CFR Part 200, Subpart F. If findings are made which cover any part of this Grant, the Consultant shall provide one (1) copy of the audit report to the Owner and require the release of the audit report by its auditor be held until adjusting entries are disclosed and made to the Owner's records.
- P. **Non-Supplanting Certification.** The Consultant hereby affirms that federal grant funds shall be used to supplement existing funds, and shall not replace (supplant) funds that have been appropriated for the same purpose. The Consultant should be able to document that any reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds under this Agreement.
- Q. **Program Income.** The Consultant shall not deposit grant funds in an interest bearing account without prior approval of the Owner. Any income attributable to the grant funds distributed under this Agreement must be used to increase the scope of the program or returned to Owner.
- R. **Amendments.** Any changes, modifications, revisions, or amendments to this Agreement which are mutually agreed upon by the parties to this Agreement shall be incorporated by written instrument, executed and signed by all parties to this Agreement.
- S. **Applicable Law, Rules of Construction, and Venue.** The construction, interpretation, and enforcement of this Agreement shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms "hereof," "hereunder," "herein," and words of similar import, are intended to refer to this Agreement as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming if the State of Wyoming is a

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

- T. **Assignment/Agreement Not Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this Agreement without the prior written consent of the other party. The Consultant shall not use this Agreement, or any portion thereof, for collateral for any financial obligation without the prior written permission of the Owner.
- U. **Audit/Access to Records.** The Owner and its representatives shall have access to any books, documents, papers, electronic data, and records of the Consultant which are pertinent to this Agreement. The Consultant shall immediately, upon receiving written instruction from the Owner, provide to any independent auditor or accountant all books, documents, papers, electronic data, and records of the Consultant which are pertinent to this Agreement. The Consultant shall cooperate fully with any such independent auditor or accountant during the entire course of any audit authorized by the Owner.
- V. **Availability of Funds.** Each payment obligation of the Owner is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation and which may be limited for any reason including, but not limited to, congressional, legislative, gubernatorial, or administrative action. If funds are not allocated and available for continued performance of the Agreement, the Agreement may be terminated by the Owner at the end of the period for which the funds are available. The Owner shall notify the Consultant at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the Owner in the event this provision is exercised, and the Owner shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.
- W. **Award of Related Agreements.** The Owner may award supplemental or successor Agreements for work related to this Agreement. The Consultant shall cooperate fully with other contractors and the Owner in all such cases.
- X. **Certificate of Good Standing.** The Consultant shall provide to the Owner a Certificate of Good Standing verifying compliance with all applicable unemployment insurance and workers' compensation programs before and during performance of work under this Agreement, if applicable.
- Y. **Compliance with Laws.** The Consultant shall keep informed of and comply with all applicable federal, state, and local laws and regulations, and all federal grant requirements and executive orders in the performance of this Agreement.
- Z. **Confidentiality of Information.** All documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Consultant in the performance of this Agreement shall be kept confidential by the Consultant unless

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

- AA. **Entirety of Agreement.** This Agreement, consisting of sixteen (16) pages; Exhibit A, Scope of Services and Project Schedule, consisting of one (1) page; Exhibit B, MPO Policy Committee Approval, consisting of one (1) page; Exhibit C, Notice to Contractor – Compliance with Title VI of the Civil Rights Act of 1984 for Federal-Aid Contracts, consisting of two (2) pages; Exhibit D, Certification of Contractor, consisting of one (1) page; Exhibit E, Certificate of Agent, consisting of one (1) page; and Exhibit F, Certification of Suspension or Debarment, consisting of one (1) page, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this Agreement and the language of any attachment or document incorporated by reference, the language of this Agreement shall control.
- BB. **Ethics.** The Consultant shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, *et seq.*) and any and all ethical standards governing the Consultant's profession.
- CC. **Extensions.** Nothing in this Agreement shall be interpreted or deemed to create an expectation that this Agreement will be extended beyond the term described herein. Any extension of this Agreement shall be initiated by the Owner and shall be accomplished through a written amendment between the parties entered into before the expiration of the original Agreement or any valid amendment thereto, and shall be effective only after it is reduced to writing and executed by all parties to the Agreement.
- DD. **Force Majeure.** Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.
- EE. **Indemnification.** The Consultant shall release, indemnify, and hold harmless the Owner and the State of Wyoming, and their officers, agents, employees, successors, and assignees from any and all claims, lawsuits, losses, and liability arising out of the Consultant's failure to perform any of the Consultant's duties and obligations hereunder or in connection with the negligent performance of the Consultant's duties or obligations,

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

- FF. **Independent Contractor.** The Consultant shall function as an independent contractor for the purposes of this Agreement and shall not be considered an employee of the Owner and the State of Wyoming for any purpose. Consistent with the express terms of this Agreement, the Consultant shall be free from control or direction over the details of the performance of services under this Agreement. The Consultant shall assume sole responsibility for any debts or liabilities that may be incurred by the Consultant in fulfilling the terms of this Agreement and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Agreement. Nothing in this Agreement shall be interpreted as authorizing the Consultant or its agents or employees to act as an agent or representative for or on behalf of the Owner and the State of Wyoming or to incur any obligation of any kind on the behalf of the Owner and the State of Wyoming. The Consultant agrees that no health/hospitalization benefits, workers' compensation, unemployment insurance, or similar benefits available to State of Wyoming employees will inure to the benefit of the Consultant or the Consultant's agents or employees as a result of this Agreement.
- GG. **Notices.** All notices arising out of, or from, the provisions of this Agreement shall be in writing either by regular mail or delivery in person at the addresses provided under this Agreement.
- HH. **Notice of Sale or Transfer.** The Consultant shall provide the Owner with notice of any sale, transfer, merger, or consolidation of the assets of the Consultant. Such notice shall be provided in accordance with the notices provision of this Agreement and, when possible and lawful, in advance of the transaction. If the Owner determines that the sale, transfer, merger, or consolidation is not consistent with the continued satisfactory performance of the Consultant's obligations under this Agreement, then the Owner may, at its discretion, terminate or renegotiate the Agreement.
- II. **Ownership and Destruction of Documents/Information.** The Owner owns all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Consultant in the performance of this Agreement. Upon termination of services, for any reason, the Consultant agrees to return all such original and derivative information/documents to the Owner in a useable format. In the case of electronic transmission, such transmission shall be secured. The return of information by any other means shall be by a parcel service that utilizes tracking numbers. Upon the Owner's verified receipt of such information, the Consultant agrees to physically and electronically destroy any residual Owner-owned data, regardless of format, and any other storage media or areas containing such information. The Consultant agrees to provide written notice to the Owner confirming the destruction of any such residual Owner-owned data.

- JJ. **Patent or Copyright Protection.** The Consultant recognizes that certain proprietary matters or techniques may be subject to patent, trademark, copyright, license, or other similar restrictions, and warrants that no work performed by the Consultant or its subcontractors will violate any such restriction. The Consultant shall defend and indemnify the Owner for any violation or alleged violation of such patent, trademark, copyright, license, or other restrictions.
- KK. **Prior Approval.** This Agreement shall not be binding upon either party, no services shall be performed, and the Wyoming State Auditor shall not draw warrants for payment, until this Agreement has been fully executed, approved as to form by the Office of the Attorney General, filed with and approved by A&I Procurement, and approved by the Governor of the State of Wyoming, or his designee, if required by Wyo. Stat. § 9-2-1016(b)(iv).
- LL. **Proof of Insurance.** The Consultant shall not commence work under this Agreement until it has obtained all the insurance required by the Owner and the State of Wyoming and such insurance has been approved by the Owner and the State of Wyoming. Approval of insurance by the Owner and the State of Wyoming shall not relieve or decrease the liability of the Consultant. The Consultant shall file a Certificate of Insurance with the Owner verifying each type of coverage required.
- a. **Workers' Compensation and Employer's Liability Insurance.** The Consultant shall provide the Owner with a Certificate of Good Standing or other proof of workers' compensation coverage for all its employees who are to work on the project described in this Agreement. The Consultant's coverage shall be under the Wyoming Department of Workforce Services' workers' compensation program if statutorily required or such other private workers' compensation insurance, as appropriate. Non-Wyoming Consultant's insurance coverage shall also include Employer's Liability "Stop Gap" coverage, in an amount not less than five hundred thousand dollars (\$500,000.00) per employee for each accident and disease. The Consultant shall also supply proof of workers' compensation and employers' liability insurance, if required, for each and every subcontractor prior to allowing that subcontractor on the job site.
 - b. **Commercial General Liability Insurance.** The Consultant shall provide commercial general liability insurance coverage, during the entire term of this Agreement, against claims arising out of bodily injury, death, damage to or destruction of the property of others, including loss of use thereof, and including underground collapse and explosion, and products and completed operations, in an amount not less than five hundred thousand dollars (\$500,000.00) per occurrence and one million dollars (\$1,000,000.00) general aggregate.

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

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

- i. **Subcontractors.** The insurance requirements set out above apply to all subcontractors. It is the Consultant's responsibility to ensure that its subcontractors meet these insurance requirements. The Owner has the right to review the insurance certificates of any and all subcontractors used by the Consultant.

- MM. **Severability.** Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.

- NN. **Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-101 *et seq.*, the State of Wyoming and the Owner expressly reserve sovereign and governmental immunity by entering into this Agreement and specifically retain all immunities and defenses available to them. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign and governmental immunity. The parties further acknowledge that there are constitutional and statutory limitations on the authority of the Owner or the State of Wyoming and its agencies or instrumentalities to enter into certain terms and conditions supplied by the Consultant, including, but not limited to, the following: liability for damages; choice of law; conflicts of law; venue and forum-selection clauses; defense or control of litigation or settlement; liability for acts or omissions of third parties; payment of attorneys' fees or costs; additional insured provisions; dispute resolution, including, but not limited to, arbitration; indemnification of another party; and confidentiality. Any such provisions in the Agreement, or in any attachments or documents incorporated by reference, will not be binding on the Owner or the State of Wyoming except to the extent authorized by the laws and Constitution of the State of Wyoming. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign or governmental immunity. The parties agree that any ambiguity in this Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to sovereign immunity shall be construed in favor of sovereign or governmental immunity.
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- OO. **Taxes.** The Consultant shall pay all taxes and other such amounts required by federal, state, and local law, including, but not limited to, federal and social security taxes, workers' compensation, unemployment insurance, and sales taxes.

- PP. **Termination of Agreement.** This Agreement may be terminated, without cause, by the Owner upon thirty (30) days' written notice. This Agreement may be terminated by the Owner immediately for cause if the Consultant fails to perform in accordance with the terms of this Agreement.

If at any time during the performance of this Agreement, in the opinion of the Owner, the work is not progressing satisfactorily or within the terms of this Agreement, then, at the discretion of the Owner and after written notice to the Consultant, the Owner may terminate this Agreement or any part of it. As of the termination date, the Consultant will be entitled to a pro rata payment for all work accomplished and accepted by the Owner; however, the Consultant shall be liable to the Owner for the entire cost of replacement services for the duration of the Agreement term.

- QQ. **Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties, and obligations contained in this Agreement shall operate only between the parties to this Agreement and shall inure solely to the benefit of the parties to this Agreement.
- RR. **Time is of the Essence.** Time is of the essence in all provisions of this Agreement.
- SS. **Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Agreement.
- TT. **Waiver.** The waiver of any breach of any term or condition in this Agreement shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.
- UU. **Personnel.** The Consultant represents that it has, or will secure, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of the City of Casper or the Casper Area Metropolitan Planning Organization. All of the services required hereunder shall be performed by the Consultant, or under its supervision, and all personnel engaged in the work shall be fully qualified. All personnel employed by Consultant shall be employed in conformity with applicable state or federal laws
- VV. **Personnel Changes.** The City of Casper reserves the right to re-negotiate or terminate the Agreement if there is a change in 33% or more of the Consultant's key personnel or with any change with the Consultant's Project Manager. In addition, the City may remove any key personnel from the Consultant's team if that person is deemed unsuitable or a hindrance to the cooperative completion of the project.
- WW. **Technical.** The Consultant shall provide a single point of contact to address technical issues and the distribution and receipt of data. Likewise, the City will provide a single technical contact to assure follow-through on deliverables. All GIS-based data will be disseminated and returned by Consultant in a standardized format (as defined by City IT Staff) that can easily be integrated with existing City of Casper data.

- XX. **Wyoming Governmental Claims Act.** The Owner does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 *et seq.*, and the Owner specifically reserve the right to assert any and all rights, immunities, and defenses it may have pursuant to the Wyoming Governmental Claims Act.
- YY. **Subconsultant.** The Consultant shall not employ any Subconsultant or Subcontractor to perform any services in the scope of this Project, unless said Subconsultant or Subcontractor is approved in writing by the Owner. Said Subconsultant shall be paid by the Consultant.
- ZZ. **Assignability.** The Consultant shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the Owner: provided, however, that claims for money due or to become due the Consultant under this Agreement may be assigned to a bank, trust company, or other financial institution, or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer shall be furnished to the Owner.
- AAA. **Equal Employment Opportunity.** In carrying out the program, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. The Consultant shall take affirmative action to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, or disability. Such action shall include, but not be limited to the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the government setting forth the provisions of this nondiscrimination clause. The Consultant shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or disability.
- BBB. **Ownership of Project Materials.** It is agreed that all finished or unfinished documents, data, studies, surveys, graphics, drawings, maps, models, photographs, films, duplicating plates, and reports prepared by the Consultant under this Agreement shall be considered the property of the Owner, and upon completion of the services to be performed, they will be turned over to the Owner provided that, in any case, the Consultant may, at no additional expense to the Owner, make and retain such additional copies thereof as Consultant desires for its own use; and provided further, that in no event may any of the documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, or other reports retained by the Consultant be released to any person, agency, corporation, or organization without the written consent of the Owner. Consultant shall not be liable for any modifications to documents prepared by Consultant

which are made without its advice after delivery of such documents to Owner, nor shall Consultant be liable for their use by Owner without Consultant's consent in other projects.

CCC. **Findings Confidential.** All reports, information, data, etc., given to or prepared, or assembled by the Consultant under this Agreement, shall be deemed confidential and none shall be made available to any individual or organization by the Consultant without the prior written consent of the Owner.

DDD. **Governing Law.** This Agreement has been executed by the parties hereto on the day and year first above written and shall be governed by the laws of the State of Wyoming. The Consultant shall also comply with all applicable laws, ordinances, and codes of the federal, state, or local governments and shall not trespass on any public or private property in performing any of the work embraced by this Agreement.

EEE. **Intent.** Consultant represents that it has read and agrees to the terms of this Agreement and further agrees that it is the intent of the parties that Consultant shall perform all of the services to be provided for the compensation set forth in this Agreement. Consultant also agrees that it is the specific intent of the parties, and a material condition of this Agreement, that it shall not be entitled to compensation for other services rendered unless specifically authorized by the Owner. Consultant agrees that it has made a careful examination of the services to be rendered, and that the Agreement price is adequate compensation for all the services to be rendered under the terms of this Agreement.

FFF. **Pass Through Provisions.** Federal law requires the Consultant to include all relevant special provisions of this Agreement in every subcontract awarded over ten thousand dollars (\$10,000.00) so that such provisions are binding on each subcontractor.

EXHIBIT “A” SCOPE OF SERVICES

City of Casper Complete Streets & Ordinance Plan | Proposal
Casper Area Metropolitan Planning Organization

PROJECT UNDERSTANDING

The Casper Metropolitan Area MPO is seeking a Complete Streets & Ordinance Plan to guide the implementation and phasing of operational and accessibility improvements within the City of Casper. A successful plan will enable safe access for travelers of all modes regardless of age or ability, and provide a framework for the City to codify transportation and street related ordinances. The Plan will build upon Connecting Crossroads, the Nelson\Nygaard led Long Range Transportation Plan (LRTP) adopted in 2020. To support the implementation of recommended capital projects and shared community goals for access, health, safety, economic vitality, and affordability, the LRTP provides a set of recommended plans and policies. Included in these policies is the recommendation for local jurisdictions within the MPO to adopt and implement Complete Streets plans that ensure streets are designed to be safe and comfortable for the use of everyone. The need for Casper to develop a Complete Streets plan was also iterated in Generation Casper, the City’s Comprehensive Land Use Plan led by Logan Simpson.

With the Casper Area Bicycle and Pedestrian Plan Update underway, the City is well-poised to memorialize a framework for developing and maintaining a transportation network that provides safe, comfortable, and equitable access for all travelers. This will include a prioritized list of goals and requirements, a multimodal street typology, Complete Streets Ordinance package, project manager checklist, and design guidelines. The process may be informed by the context sensitive street design guidance included as part of Connecting Crossroads, which can be built upon with existing City standards and robust engagement with staff and key stakeholders. To ensure successful implementation, the Plan will include performance measures for the City to monitor progress and targeted education materials to instruct staff usage of design standards.

The MPO and past plans have a common goal of providing affordable, easy, safe, beautiful, and comfortable facilities for travel and providing livability through layers of options. Recent community engagement discovered a strong desire for more sidewalks, sidepaths, trails, lighting, landscaping, and wayfinding along facilities, higher-visibility crosswalks, bicycle signal features, and increased physical buffering and separation for walking and biking. Casper also has a growing aging population, underscoring a need for a complete network of facilities that can support comfort to people of all ages including those with vision impairments and mobility-assistive devices. Effective solutions for Casper require context-sensitive approaches and tradeoffs that can balance unique challenges—like the movement of large trucks and harsh weather conditions—that maintains roadway functionality while not sacrificing the safety and comfort of people walking, biking, rolling, or riding transit.

SCOPE OF WORK

We have outlined a scope of work that will create a Complete Streets & Ordinance Plan including locally relevant performance measures embraced by staff and community members for integration into city processes. Steps include updating street standards with cross sections and street design elements that implement the policy through their application to city street typologies. Proposed policy and ordinance changes will accompany the plan for adoption. Our approach is flexible to your needs.

TASK1 PROJECT MANAGEMENT AND COORDINATION

1.1 Kickoff Meeting

The project team will kickoff the project by videoconference with the MPO team and confirm the process and project goals, project schedule, and what key staff and constituents will be involved when along the way. At this meeting, the team will also confirm a community engagement plan including the timing and format and goal of each event.

1.2 Ongoing Project Management and Coordination

Nelson\Nygaard is a firm believer in regular project management check-in calls to set priorities, prepare for meetings, identify challenges, and stay on top of progress. Our proposal assumes that these calls will be bi-weekly but we are flexible to hold calls more or less frequently as the plan requires.

Nelson\Nygaard will also provide monthly written progress reports detailing the progress on key tasks and deliverables along with the status of the project budget.

1.3 Project Advisory Committee

A Project Advisory Committee (PAC) consisting of agency representatives, community groups, or City staff will be convened three times throughout the project. The PAC will review deliverables and provide project guidance. Typically, a PAC ranges from 10-20 people. We will work with the project manager to come up with the list of PAC members during kickoff. We will draft a message inviting people to participate for the City/MPO to send and follow up with potential committee members. We will prepare all meeting materials and provide summary notes. We expect the City/MPO to provide meeting space. Each meeting will be 2 hours long. A suggested schedule for PAC meetings and items to discuss are:

1. Project goals, vision; best practices and standards review; opportunities for Casper - (August 2021)
2. Staff engagement outcomes; Complete Streets and standards outlines; draft street types - (October 2021)
3. Implementation of policy and standards - (January 2022)

MEETINGS

- Kick-off Meeting with MPO and City Staff
- Bi-weekly Project Coordination Calls
- Three PAC Meetings, Meeting Materials and Summaries

DELIVERABLES

- Final Project Work Plan and Schedule

TASK 2 COMMUNITY DESIRE

We know that partnerships with the community play an essential role in developing a plan that balances their goals and achieves their best interests. Our team will strive to listen; create interesting, engaging events and exercises; and promote flexibility to reach a variety of constituents like our past work on Generation Casper, Natrona County Rezoning, and the Mills Main Street Plan.

2.1 Public Involvement Plan

Working with the Casper Area MPO and the City of Casper, Logan Simpson will prepare a detailed public involvement schedule that outlines goals of the project outreach, key milestones, schedule, methods of outreach, roles of staff, committees and stakeholders, and contact info for the project team. The Public Involvement Plan (PIP) will serve as an updateable, living document throughout the process. This project will utilize the existing MPO and Casper website and social media platforms as the main source of information with external links to online activities.

2.2 Public Input Series #1

To kickoff the plan and gather input on issues and opportunities, Logan Simpson will host an-person event that is paired with an online questionnaire to collect feedback from the public about issues and opportunities. The consultant team will organize the meeting materials and notifications, with distribution by the City/MPO.

2.3 Public Input Series #2

Once initial analysis is complete, we will gather input on prioritization and implementation through an in-person meeting where the community can review opportunity areas and comment via paper maps or an online mapping tool. Logan Simpson will develop a public data viewing and commenting application, where participants can view potential streetscape options and identify where they could be implemented. The community can use the tool after the in-person meeting as well.

DELIVERABLES

- Draft and Final Public Involvement Plan

TASK 3 DISCOVERY

This project must focus on extensive internal staff engagement as well as outreach to external stakeholders to produce a policy and set of standards that can guide the way for the implementation of the area's plans including the ongoing Bicycle and Pedestrian Plan Update and the Trail Extension Plan. Engagement will reach staff at many different levels, from directors to elected officials and maintenance crews. We will work with the project manager and PAC to define the categories of staff and stakeholder engagement during the kickoff. These sessions and workshops will begin by informing the vision, goals, and objectives for the inaugural Complete Streets Plan.

3.1 Review City Codes, Policies, Standards, and Plans

During our kickoff, we expect the City/MPO to provide links to background documentation needed including standard plans, design guides, zoning code, developer requirements, and any design overlays. We will request GIS or CAD files of functional classifications, ADTs, typical right-of-way widths, and existing sidewalks and bicycle facilities to begin to understand the typical streets of Casper. Standards will be summarized by topic area, e.g. mode, focusing upon pieces of the standards that present opportunity for change. Streets have a robust impact on numerous aspects of city life beyond transportation. As such, we will conduct a review of the Casper Municipal Code for all existing policies that relate to or should in the future relate to streets. These go beyond standard elements such as vehicles, other traffic, and street or sidewalk widths and extend further into elements such as parks and recreation as well as planning and zoning. In addition, we will work with staff to fully understand the efficacy of existing street design processes, evaluation, and implementation practices in enabling Complete Streets.

3.2 Initial Listening Sessions

The Consultant will hold initial meetings with internal and external stakeholders including with Streets and Traffic, Engineering, Community Development, Fire-EMS, and WYDOT to understand vision and goals for Casper's streets, opportunities, challenges, and which standards need change. We will work with the City/MPO to determine the exact breakdown of the representatives. We expect the City/MPO to assist in scheduling these meetings to occur on a single business day.

3.3 City Workshop: Process, Projects, Operations

A half-day workshop with planning staff, relevant departments and front-line staff will be convened to discuss complete streets and standards from an operational and process perspective. First, we will discuss the value of complete streets and how it can help Casper meet city goals. Then we will work with the group to understand the project development process and existing standards, with the aim of getting people to voice ways that they feel codes, policies, and processes could be improved. City project delivery and land development review processes related to street design will be mapped and assessed for workflow changes that can be integrated into a new Complete Streets checklist, documentation, and exception process.

3.4 Stakeholder Meetings

We will draft a stakeholder invitation meeting to those identified during the kickoff for the City/MPO to send invitations to on official letterhead, taking advantage of the opportunity to schedule multiple meetings during two consecutive days. We will convene two stakeholder meetings to receive input on how City process and procedures for project delivery, street maintenance, or operations investigations are perceived in the community.

The work within the discovery phase will be documented in an issues and opportunities memo for review by the project manager and circulation to the PAC.

3.5 Peer Practices

Based on the input from the policy and standards review and subsequent interviews, Nelson\Nygaard will explore outstanding questions on stakeholders' minds about the Plan. We will review up to five (5) complete streets policies and summarize information in a matrix format that compares Casper's current practices with aspirational ones. Example questions to explore include:

- Policy type (ordinance, resolution, master plan, etc.)
- Which projects the policy will apply to
- Process for exceptions
- Performance measures examples
- Structures for oversight and compliance

We will also explore exemplary practices of comparable cities based on size, climate, demographics, and industrial base to understand how they tackle project development and land use policy. We will work with the PAC to select either four (4) peer cities to explore or eight (8) practices to review. These practices might range from:

- Design focus (bicycle network, transit stop design)
- Programmatic (demand management tools, maintenance partnerships)
- Organizational (examples of how other cities structure their public works and planning departments)
- Policy (developer requirements, block length standards)

The design best practices will include a mix of interviews and research. During this task, it will be important to identify industry standards that the City may be interested in adopting as its own (e.g. from WYDOT, AASHTO, NACTO, FHWA, etc.). At the end of the task the peer practices and outcomes will be compared with Casper's.

CITY DELIVERABLES:

- Assist in Meeting Scheduling; Provide Meeting Space

CONSULTANT DELIVERABLES:

- Draft and Final City Codes, Policies, Standards, and Plans Memo
- Draft and Final Issues and Opportunities Memo
- Draft Current Project Delivery and Land Development Processes Related to Street Design

TASK 4 DESIGN OF POLICY/STANDARDS OUTLINE AND STREET TYPOLOGIES

The series of meetings to this point with cross-disciplinary practitioners will reveal areas of consensus and issues of contention. In this task the multimodal street typology, performance measures, complete streets checklist, ordinance package, and design standards will be developed and confirmed by the PAC and director level staff. In the event that the PAC may need to elevate any issues to the level of policy-makers, a clear and concise presentation of the tradeoff involved will be developed by Nelson\Nygaard.

4.1 Outline Policy and Standards

Complete Streets plans all have certain elements such as vision, goals, policies, exceptions process, code updates, performance measure, etc. Similarly, standards can be outlined by mode or by using an outline similar to the City's existing standards. Based upon the input received in Task 3, we will create an outline of topics and items for both the Plan and the Ordinance Package. Some complete streets policies include design guidance while others simply reference design guidance, such as that provided in *Connecting Crossroads*, or other regional and national documents. The benefit of the latter is that design guidance can be modified without having to go through a new complete streets policy adoptions process. Depending upon the structure of Casper's policy and standards, we will work with the PAC to determine the best way the two documents should interface.

During the outlining process, we will also lay out the number of maps and graphics envisioned. We estimate that the policy and standards might include two maps (street typologies), eight cross-sections, and 10 diagrams illustrating design concepts.

4.2 Create Draft Street Typologies

In Task 3, we will gain an understanding of Casper's typical street types and functional classifications. We will compare this against land use and create a draft typology framework that fully contextualizes Casper's streets in accordance with adjacent existing and future land uses. Typically, the typology includes a name for the mobility function and a name for the land use context such as Residential Boulevard or Commercial Street. For each street typology a table showing typical operating characteristics and example photos will be created.

4.3 Operationalize into Ordinance

Logan Simpson will work with staff to identify the elements of the design guidelines to incorporate into the City of Casper Code of Ordinances. It is assumed that the ordinance language would ultimately be housed in Title 12 - Streets, Sidewalks, and Public Places. The language will include street cross sections and specific standards such as widths of vehicular, bicycle, and pedestrian lanes as well as standards related to pedestrian crossings and buffered or elevated bike lanes. The ordinance would likely also consider landscaping and stormwater or drainage standards which would be housed in this title or added to Appendix B - Landscaping. Additional elements such as corner bump outs, or chicanes, and required paving patterns could be included pending the final desired elements of the design guidelines.

The ultimate function of the ordinance is to spell out the specific requirements and specifications from the design guidelines which are designed to be more visionary in nature. An initial draft of the ordinance will be prepared for staff review to include review by the City Attorney and Planning Commission. Comments will be addressed and the final ordinance will be adopted through the standard City hearing process.

4.4 City Workshop: Implementation

This workshop is meant to cover the larger policy and programmatic changes that are needed to implement the complete streets policy and standards, the draft performance measures, and gather feedback on the drafted complete streets checklist. At the workshop, we will bring back to staff who participated in the Task 3.3 workshop a final list of actions to integrate complete streets more fully into daily City operations. The workshop will conclude with a confirmation of the actions by department, performance measures, staff responsibility, timeline, and resources needed to implement.

CITY DELIVERABLES:

- Assist in Meeting Scheduling; Provide Meeting Space; Comment upon Draft Policy and Standards Outline

CONSULTANT DELIVERABLES:

- Policy and Standards Outline

- Implementation Matrix
- Draft Complete Streets Checklist

TASK 5 DOCUMENTATION

5.1 Draft Complete Streets Plan and Design Guidance

We will distill the input from previous tasks into a Draft Complete Streets Plan based on the outline from Task 4.1 into a forward looking implementation document. The City's standard plans have a number of drawings for striping, markings, etc. The Consultant will update up to six (6) of Casper's existing standard drawings for approval. Additionally, we will use the best practices and standards review task to recommend industry standards for the City to adopt as their own. In the case of design elements, City needs that are different from industry standards will be addressed and we will create up to four (4) new standard drawings for approval. The PAC will review the draft. The City will consolidate and review comments from the PAC and identify conflicting comments. We will work with the project manager to resolve these conflicting comments via recommendations. We will then revise the draft plan and ordinance package based upon resolved comments.

5.2 Public Review Complete Streets Plan and Design Guidance

Based upon feedback from the PAC and City Council, we will revise the Plan and standards for public review during a 4-week comment period. It is assumed this input will be primarily a digital review of the plan with no public meetings. Logan Simpson can place the document online for public review and commenting. The City/MPO will review comments and provide direction for changes to be made.

5.3 Final Complete Streets Plan and Design Guidance

Based on a single set of non-conflicting City/MPO direction from the public review, we will revise and compile a Final Complete Streets Plan and Ordinance Package.

Final Plan Presentation

Upon submittal of the final Complete Streets Ordinance Plan, Nelson\Nygaard will present the final plan at Council.

5.4 Education Materials

Nelson\Nygaard's Visual Communications team will develop a flyer and presentation for internal use that documents how to use the Complete Streets Design Guidelines as part of daily practices.

MEETINGS

- Final Presentation at Council

CONSULTANT DELIVERABLES:

- Draft, Public, and Final Complete Streets Plan and Ordinance Package
- Draft and Final Education Materials

EXHIBIT "B"

MPO POLICY COMMITTEE APPROVAL

WHEREAS, the Casper Area Metropolitan Planning Organization Policy Committee approved the MPO Unified Planning Work Program (UPWP) Budget on a City of Casper Complete Streets & Ordinance Plan; and,

WHEREAS, on June 14, 2021, the Consultant Selection Committee approved the hiring of Nelson\Nygaard Consulting Associates, Inc., 2 Bryant Street Suite 300, San Francisco, California, 94105, to complete the City of Casper Complete Streets & Ordinance Plan.

WHEREAS, Nelson\Nygaard Consulting Associates, Inc., is willing, available and qualified to perform said work.

NOW, THEREFORE BE IT RESOLVED BY THE MPO POLICY COMMITTEE: That the City of Casper, as the agent of the MPO, is hereby directed to enter into the Agreement with Nelson\Nygaard Consulting Associates, Inc., to complete the City of Casper Complete Streets & Ordinance Plan in accordance with the Agreement, for an amount not to exceed Ninety Seven Thousand Eight Hundred Dollars and Zero Cents (\$97,875.00).

PASSED AND APPROVED THIS ___ day of _____, 2021.

ATTEST:

CASPER AREA METROPOLITAN PLANNING
ORGANIZATION POLICY COMMITTEE

Liz Becher
Community Development Director

Sabrina Kemper
Chairwoman

EXHIBIT "C"

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

During the performance of this Nelson\Nygaard Consulting Associates, Inc., for itself, its assignees and successors in interest (hereinafter referred to as the Consultant), agrees as follows:

1. Compliance with Regulations.

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

2. Nondiscrimination.

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

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

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

4. Information and Reports.

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

5. Sanctions for Noncompliance.

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

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

6. Incorporation of Provisions.

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

EXHIBIT "D"

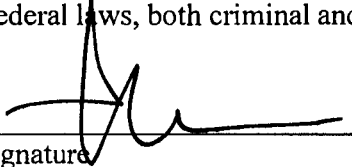
CERTIFICATION OF CONSULTANT

I hereby certify that I, Thomas Bacus, am the Director of Operations of and duly authorized representative of the firm of Nelson\Nygaard Consulting Associates, Inc.; and that neither I nor the above firm I here represent has:

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

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

Date



Signature

Thomas Bacus
Printed Name

Director of Operations
Title

EXHIBIT "E"
CERTIFICATE OF AGENT

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

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

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

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation:

Date _____

Steven K. Freel
Mayor

EXHIBIT "F"

CERTIFICATION OF
SUSPENSION OR DEBARMENT

STATE OF TEXAS) ss

COUNTY OF TRAVIS) ss

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

By: [Signature]

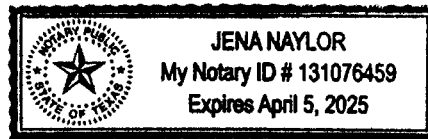
Director of Operations
Title

Subscribed in my presence and sworn to before me this 5th day of August, 2021, by:

Jena Naylor

Jena Naylor

Notary Public



04-05-2025
My Commission Expires

EXHIBIT "G"
FEE SCHEDULE

PROJECT BUDGET

The total fee proposed for this project is \$97,785 for all tasks in the scope of work presented in this proposal. The budget summary below shows the breakdown of costs by task.

Task Description	Nelson\Nygaard Labor Costs								Subconsultant Costs							Total Labor Hours	Total Labor Costs	Expenses	Total Costs			
	Total Billing Rate	Michael Riebe	Drusilla van Hengel	Jolene Holland	Zachary Zabel	Alyson Fletcher	Jungwha Yuh	Mohammad Holak	Logan Simpson				Logan Simpson	Subconsultants Labor Hours	Subconsultants Labor Costs					Total Labor Hours	Total Labor Costs	
		Associate Principal \$182.58	Senior Principal \$270.58	Associate II \$101.82	Senior Associate II \$142.58	Associate Principal \$167.31	Senior Designer \$114.93	Associate I \$91.66	Hours	Cost	Jennifer Gardner \$117.00	Steve Sigler \$102.00										Kristina Kachur \$109.00
1 PROJECT MANAGEMENT AND COORDINATION																						
1.1 Kickoff Meeting		1	4	4					9	\$1,672		2	2	2	6	\$656	6	\$656	15	\$2,328		\$2,328
1.2 Ongoing Project Management and Coordination			10	12					22	\$3,928		8	2	8	18	\$2,012	18	\$2,012	40	\$5,940		\$5,940
1.3 Project Advisory Committee		2	6	6	2	2			18	\$3,219		4		4	8	\$904	8	\$904	26	\$4,123		\$4,123
Task Labor Total + Overall Project Travel Expenses		3	20	22	2	2	0	0	49	\$8,819		14	4	14	32	\$3,572	32	\$3,572	81	\$12,391	\$6,475	\$18,866
2 COMMUNITY DESIRE																						
2.1 Public Involvement Plan			2	2					4	\$745		1		4	5	\$553	5	\$553	9	\$1,298		\$1,298
2.2 Public Input Series #1		1	8	12	4	4			29	\$4,809		16		10	26	\$2,592	26	\$2,592	55	\$7,401		\$7,401
2.3 Public Input Series #2		1	8	12	4	4			29	\$4,809		16		6	22	\$2,304	22	\$2,304	51	\$7,113		\$7,113
Task Total		2	16	26	8	8	0	0	62	\$10,362		33	0	4	16	\$5,449	53	\$5,449	115	\$15,811	\$0	\$15,811
3 DISCOVERY																						
3.1 Review City Codes, Policies, Standards, and Plans			4	6					10	\$1,693				0	\$0	0	\$0	10	\$1,693		\$1,693	
3.2 Initial Listening Sessions			4	4					8	\$1,490				0	\$0	0	\$0	8	\$1,490		\$1,490	
3.3 City Workshop: Process, Projects, Operations		2	8	12					22	\$3,752				0	\$0	0	\$0	22	\$3,752		\$3,752	
3.4 Stakeholder Meetings		2	6	6					14	\$2,600				0	\$0	0	\$0	14	\$2,600		\$2,600	
3.5 Peer Practices			2	8					10	\$1,356				0	\$0	0	\$0	10	\$1,356		\$1,356	
Task Total		4	24	36	0	0	0	0	64	\$10,890		0	0	0	\$0	0	\$0	64	\$10,890	\$0	\$10,890	
4 DESIGN OF POLICY/STANDARDS OUTLINE & STREET TYPOLOGIES																						
4.1 Outline Policy and Standards			2	4	4				10	\$1,519				0	\$0	0	\$0	10	\$1,519		\$1,519	
4.2 Create Draft Street Typologies		8	2	12	2	8	2	25	59	\$7,369				0	\$0	0	\$0	59	\$7,369		\$7,369	
4.3 Operationalize into Ordinance			8	4			1	2	15	\$2,870	76	36		112	\$12,564	112	\$12,564	127	\$15,434		\$15,434	
4.4 City Workshop: Implementation			8	6	2	2		18	\$3,395					0	\$0	0	\$0	18	\$3,395		\$3,395	
Task Total		8	20	26	8	10	3	27	102	\$15,153	76	36	0	112	\$12,564	112	\$12,564	214	\$27,717	\$0	\$27,717	
5 DOCUMENTATION																						
5.1 Draft Complete Streets Plan and Design Guidance		4	10	40			2	20	76	\$9,572	20	10	28	3	61	\$6,628	61	\$6,628	137	\$16,200		\$16,200
5.2 Public Review Complete Streets Plan and Design Guidance		1	2	2	1	1		7	\$1,237	1		6	3	10	\$967	10	\$967	17	\$2,224		\$2,224	
5.3 Final Complete Streets Plan and Design Guidance		8		16				8	33	\$3,938	4		4	8	\$904	8	\$904	41	\$4,842		\$4,842	
5.4 Education Materials			1				2	8	11	\$1,234				0	\$0	0	\$0	11	\$1,234		\$1,234	
Task Total		13	13	58	1	1	5	36	127	\$15,961	25	10	38	6	79	\$8,519	79	\$8,519	206	\$24,500	\$0	\$24,500
TOTAL HOURS		30	95	168	19	21	8	63	404		148	50	56	22	276		276		680			
TOTAL LABOR COST		\$5,478	\$25,705	\$17,107	\$2,709	\$3,513	\$919	\$5,774	\$61,203		\$17,310	\$5,100	\$6,104	\$1,584	\$30,104		\$30,104		\$91,310	\$6,475	\$97,785	
TOTAL COSTS															\$30,104		\$30,104		\$91,310	\$6,475	\$97,785	

RESOLUTION NO. 21-113

A RESOLUTION AUTHORIZING A CONTRACT BETWEEN THE CITY OF CASPER AND NELSONNYGAARD CONSULTING ASSOCIATES, INC., FOR THE CITY OF CASPER COMPLETE STREETS & ORDINANCE PLAN.

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

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

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

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

WHEREAS, the MPO Policy Committee approved the MPO Unified Planning Work Program (UPWP) Budget on May 21, 2020, for a City of Casper Complete Streets & Ordinance Plan, not to exceed Ninety Eight Thousand Eight Hundred Thirty Three Dollars (\$98,833.00); and,

WHEREAS, the MPO released a request for proposal (RFP) for consulting groups that specialize in trail planning on May 21, 2021; and,

WHEREAS, the Project Selection Committee selected Nelson\Nygaard Consulting Associates, Inc., on July 12, 2021, to complete the City of Casper Complete Streets & Ordinance Plan.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a Contract for Professional Services between the City of Casper, Wyoming, and Nelson\Nygaard Consulting Associates, Inc., on behalf of the Casper Area Metropolitan Planning Organization in the amount of Ninety

Seven Thousand Eight Hundred Dollars and Zero Cents (\$97,875.00) for a City of Casper Complete Streets & Ordinance Plan.

PASSED, APPROVED, AND ADOPTED on this __ day of _____, 2021.

APPROVED AS TO FORM:



ATTEST:

Fleur Tremel
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Steven K. Freel
Mayor

August 3, 2021

MEMO TO: J. Carter Napier, City Manager *JCN*
FROM: Liz Becher, Community Development Director *LB*
M. Jeremy Yates, MPO Supervisor *MJY*
SUBJECT: East Yellowstone Intersection Improvement Study Professional Services Contract

Meeting Type & Date:

Regular Council Meeting, August 17, 2021.

Action Type:

Resolution

Recommendation:

That Council, by resolution, approve the City of Casper's Contract for Professional Services with Civil Engineering Professionals, Inc., for the East Yellowstone Intersection Improvement Study in an amount not to exceed \$39,990.00.

Summary:

The Casper Area Metropolitan Planning Organization (MPO) is composed of the City of Casper, the Towns of Bar Nunn, Evansville, and Mills, and Natrona County. The MPO along with the member jurisdictions guided by the Long Range Transportation Plan identifies projects and programs they wish to complete each federal year. These programs and projects are presented by the MPO each year in the Unified Planning Work Program (UPWP) which is voted on and approved by representatives from all of the MPO member jurisdictions on both the Technical and Policy Committees. The Fiscal Year 2021 UPWP included \$40,000.00 of matched federal funding for a East Yellowstone Intersection Improvement Study.

The MPO's FY21 UPWP identified that the City of Casper and everyone in the Casper Area Metropolitan Area would benefit from an East Yellowstone Intersection Improvement Study. The MPO identified this study as a near-term priority in the most recent update of the Long Range Transportation Plan: Connecting Crossroads (LRTP). The purpose of the study is to address operational and safety issues at both intersections on East Yellowstone highway from 1st Street to 2nd Street. The Wyoming Department of Transportation controls the intersection at East Yellowstone Highway and 1st street. The intersections in the study area, in their current configuration, have many design issues affecting transportation, including awkward angles, wide crossings distances for pedestrians and cyclists, and a multi-modal trail.

The Casper Area MPO released a Request for Proposals (RFP) on May 28, 2021. Four (4) consulting firms responded with a proposal by the July 9, 2021 deadline. MPO Staff, members from the MPO Technical Committee, and a representative from the City of Casper reviewed the proposals, and on July 19, 2021 selected Civil Engineering Professionals, Inc. based on the quality

of the initial proposal, qualifications of proposed staff, and understanding of the project. The MPO expects the proposed project to be completed by March 1, 2022.

Financial Considerations:

The proposed contract shall not exceed \$39,990.00. Funding for this project comes from the Casper Area Metropolitan Planning Organization (MPO), including federal monies and contributions from member agencies. Each member agency pays a portion of the budget for all Casper Area MPO projects regardless of whether that project is in their jurisdiction. All Casper Area MPO jurisdictional members pay their share of the total UPWP local match for each year in October. Funding for the project breaks down as follows; federal funds account for 90.49% of the total project budget. The remaining 9.51% of the total budget is split, based upon population, among the separate jurisdictional member agencies of the Casper Area MPO. Those amounts break down as follows:

Federal Funds	90.49%	\$36,186.95
Local Match	9.51%	\$3,803.05
Casper	73.31%	\$2,788.02
Natrona	15.80%	\$600.88
Mills	4.59%	\$174.56
Evansville	3.37%	\$128.16
Bar Nunn	2.93%	\$111.43
	Total	\$39,990.00

The Casper Area Metropolitan Planning Organization Policy Committee approved the funding of \$40,000.00 of MPO Programs and Projects funds from the federal Consolidated Planning Grant for the total project on May 21, 2020.

Oversight/Project Responsibility:

M. Jeremy Yates, MPO Supervisor

Attachments:

Resolution, Contract for Professional Services

CONTRACT FOR PROFESSIONAL SERVICES

PART I - AGREEMENT

This Contract for Professional Services (“Contract or Agreement”) is entered into on this _____ day of _____, 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. Civil Engineering Professionals, Inc., 6080 Enterprise Drive, Casper, Wyoming, 82609 (“Consultant”).

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

RECITALS

A. The City needs professional planning services for East Yellowstone Intersection Improvement Study, hereinafter referred to as the “Project”.

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

C. The Consultant represents that it is ready, willing, and able to provide the professional services to the City as required by this Contract.

D. The City desires to retain the Consultant for such services.

NOW, THEREFORE, in consideration of the covenants and conditions set forth herein to be performed, the parties agree as follows:

1. **SCOPE OF SERVICES.**

The Consultant shall perform the East Yellowstone Intersection Improvement Study as follows:

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

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

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

2. TIME OF PERFORMANCE:

A. The Consultant agrees to begin work on the Project following receipt of this fully executed Agreement from the City. Consultant shall follow timeline/estimated completion as set forth in Exhibit A.

B. The Scope of Services listed in Paragraph 1 shall be completed on or before March 1, 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 this Contract, and as outlined on the fee schedule attached hereto and labeled as Exhibit “G” and by reference made part of this Contract, a fee not to exceed Thirty Nine Thousand Nine Hundred Ninety Dollars and Zero Cents (\$39,990.00). Consultant's hourly rates used as a basis for payment mean salaries and wages (basic and incentive) paid to all Consultant's personnel while engaged directly on the Project (see hourly charge matrix – Exhibit G), including, but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical and business personnel.

4. METHOD OF PAYMENT:

Payment will be made following completion of the terms set forth herein and receipt of an itemized invoice, certified under penalty of perjury, from the Consultant for services rendered in conformance with the Agreement, and following approval by the Casper City Council. The invoice for payment must specify the correct amount due; that the Consultant has performed the services rendered under this Agreement, in conformance with the Agreement, and that it is entitled to receive the amount requested under the terms of the Agreement.

Invoices shall be submitted on a monthly basis for services provided in the prior month. The City will retain five percent (5%) of total Project cost, or One Thousand Nine Hundred Ninety Five Dollars and Zero Cents (\$1,995.00), until the Community Development Director provides written notice of final acceptance of the Project.

If amounts owed by the Consultant to the City for any goods, services, licenses, permits or any other items or purpose remain unpaid beyond the City’s general credit policy, those amounts may be deducted from the payment being made by the City to the Consultant pursuant to this Agreement.

5. TERMS AND CONDITIONS:

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

Exhibit A: Scope of Services

Exhibit B: MPO Policy Committee Approval

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

Exhibit D: Certification of Consultant

Exhibit E: Certification of AGENT

Exhibit F: Certification of Suspension or Debarment

Exhibit G: Fee Schedule

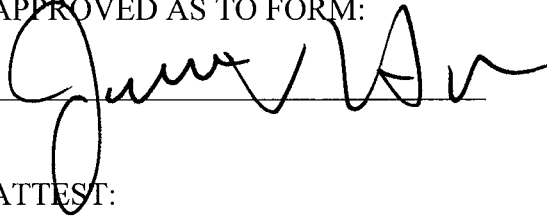
6. EXTENT OF AGREEMENT:

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

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

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

APPROVED AS TO FORM:



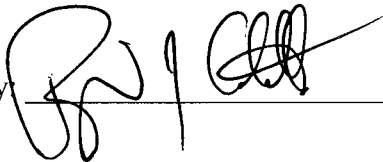
ATTEST:

Fleur Tremel
City Clerk

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

Steven K. Freel
Mayor

WITNESS:

By: 

Printed name: RAYMOND J. CATEAUER

Title: PRINCIPAL

Civil Engineering Professionals, Inc. as
Consultant:

By: 

Printed name: Robert Bennett

Title: President

CONTRACT FOR PROFESSIONAL SERVICES
PART II - GENERAL TERMS AND CONDITIONS

- A. **Assumption of Risk.** The Consultant shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to the Consultant's failure to comply with state or federal requirements. Owner shall notify the Consultant of any state or federal determination of noncompliance.
- B. **Conflict of Interest.** Per 2 CFR 200.112, the Consultant must disclose in writing any potential conflict of interest to Owner including financial or other personal interests.
- C. **Environmental Policy Acts.** The Consultant agrees all activities under this Agreement will comply with the Clean Air Act, the Clean Water Act, the National Environmental Policy Act, and other related provisions of federal environmental protection laws, rules or regulations.
- D. **Human Trafficking.** As required by 22 U.S.C. § 7104(g) and 2 CFR Part 175, this Agreement may be terminated without penalty if a private entity that receives funds under this Agreement:
- a. Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
 - b. Procures a commercial sex act during the period of time that the award is in effect;
or
 - c. Uses forced labor in the performance of the award or subawards under the award.
- E. **Kickbacks.** The Consultant certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this Agreement, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Agreement. If Consultant breaches or violates this warranty, the Owner may, at its discretion, terminate this Agreement without liability to the Owner, or deduct from the agreed upon price or consideration, or otherwise recover, the full amount of any gratuity, kickback, commission, percentage, brokerage, or contingency fee.
- F. **Limitations on Lobbying Activities.** By signing this Agreement, the Consultant certifies and agrees that, in accordance with P.L. 101-121, payments made from a federal grant shall not be utilized by the Consultant or its subcontractors in connection with lobbying member(s) of Congress, or any federal agency in connection with the award of a federal grant, contract, cooperative agreement, or loan.
- G. **Mandatory Disclosures.** Per 2 CFR 200.113, the Consultant must disclose, in a timely manner, in writing to the Owner, all violations of Federal criminal law involving fraud,

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

- H. **Monitoring Activities.** The Owner shall have the right to monitor all activities related to this Agreement that are performed by the Consultant or its subcontractors. This shall include, but not be limited to, the right to make site inspections at any time and with reasonable notice; to bring experts and consultants on site to examine or evaluate completed work or work in progress; to examine the books, ledgers, documents, papers, and records pertinent to this Agreement; and, to observe personnel in every phase of performance of the related work.
- I. **Nondiscrimination.** The Consultant shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105, *et seq.*), the Americans with Disabilities Act (ADA), 42 U.S.C. § 12101, *et seq.*, and the Age Discrimination Act of 1975 and any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this Agreement.
- J. **No Finder's Fees.** No finder's fee, employment agency fee, or other such fee related to the procurement of this Agreement, shall be paid by either party.
- K. **Publicity.** Any publicity given to the program or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Consultant and related to the services and work to be performed under this Agreement, shall identify the Owner as the sponsoring agency and shall not be released without prior written approval of the Owner.
- L. **Suspension and Debarment.** By signing this Agreement, the Consultant certifies that neither it nor its principals/agents are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction or from receiving federal financial or nonfinancial assistance, nor are any of the participants involved in the execution of this Agreement suspended, debarred, or voluntarily excluded by any federal department or agency in accordance with Executive Order 12549 (Debarment and Suspension), 44 CFR Part 17, or 2 CFR Part 180, or are on the debarred, or otherwise ineligible, vendors lists maintained by the federal government. Further, the Consultant agrees to notify the Owner by certified mail should it or any of its principals/agents become ineligible for payment, debarred, suspended, or voluntarily excluded from receiving federal funds during the term of this Agreement.
- M. **Administration of Federal Funds.** The Consultant agrees its use of the funds awarded herein is subject to the Uniform Administrative Requirements of 2 CFR Part 200, *et seq.*; any additional requirements set forth by the federal funding agency; all applicable

regulations published in the Code of Federal Regulations; and other program guidance as provided to it by the Owner.

- N. **Copyright License and Patent Rights.** The Consultant acknowledges that federal grantor, the State of Wyoming, and the Owner reserve a royalty-free, nonexclusive, unlimited, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for federal and state government purposes: (1) the copyright in any work developed under this Agreement; and (2) any rights of copyright to which the Consultant purchases ownership using funds awarded under this Agreement. The Consultant must consult with the Owner regarding any patent rights that arise from, or are purchased with, funds awarded under this Agreement.
- O. **Federal Audit Requirements.** The Consultant agrees that if it expends an aggregate amount of seven hundred fifty thousand dollars (\$750,000.00) or more in federal funds during its fiscal year, it must undergo an organization-wide financial and compliance single audit. The Consultant agrees to comply with the audit requirements of the U.S. General Accounting Office Government Auditing Standards and Audit Requirements of 2 CFR Part 200, Subpart F. If findings are made which cover any part of this Grant, the Consultant shall provide one (1) copy of the audit report to the Owner and require the release of the audit report by its auditor be held until adjusting entries are disclosed and made to the Owner's records.
- P. **Non-Supplanting Certification.** The Consultant hereby affirms that federal grant funds shall be used to supplement existing funds, and shall not replace (supplant) funds that have been appropriated for the same purpose. The Consultant should be able to document that any reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds under this Agreement.
- Q. **Program Income.** The Consultant shall not deposit grant funds in an interest bearing account without prior approval of the Owner. Any income attributable to the grant funds distributed under this Agreement must be used to increase the scope of the program or returned to Owner.
- R. **Amendments.** Any changes, modifications, revisions, or amendments to this Agreement which are mutually agreed upon by the parties to this Agreement shall be incorporated by written instrument, executed and signed by all parties to this Agreement.
- S. **Applicable Law, Rules of Construction, and Venue.** The construction, interpretation, and enforcement of this Agreement shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms "hereof," "hereunder," "herein," and words of similar import, are intended to refer to this Agreement as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming if the State of Wyoming is a

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

- T. **Assignment/Agreement Not Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this Agreement without the prior written consent of the other party. The Consultant shall not use this Agreement, or any portion thereof, for collateral for any financial obligation without the prior written permission of the Owner.
- U. **Audit/Access to Records.** The Owner and its representatives shall have access to any books, documents, papers, electronic data, and records of the Consultant which are pertinent to this Agreement. The Consultant shall immediately, upon receiving written instruction from the Owner, provide to any independent auditor or accountant all books, documents, papers, electronic data, and records of the Consultant which are pertinent to this Agreement. The Consultant shall cooperate fully with any such independent auditor or accountant during the entire course of any audit authorized by the Owner.
- V. **Availability of Funds.** Each payment obligation of the Owner is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation and which may be limited for any reason including, but not limited to, congressional, legislative, gubernatorial, or administrative action. If funds are not allocated and available for continued performance of the Agreement, the Agreement may be terminated by the Owner at the end of the period for which the funds are available. The Owner shall notify the Consultant at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the Owner in the event this provision is exercised, and the Owner shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.
- W. **Award of Related Agreements.** The Owner may award supplemental or successor Agreements for work related to this Agreement. The Consultant shall cooperate fully with other contractors and the Owner in all such cases.
- X. **Certificate of Good Standing.** The Consultant shall provide to the Owner a Certificate of Good Standing verifying compliance with all applicable unemployment insurance and workers' compensation programs before and during performance of work under this Agreement, if applicable.
- Y. **Compliance with Laws.** The Consultant shall keep informed of and comply with all applicable federal, state, and local laws and regulations, and all federal grant requirements and executive orders in the performance of this Agreement.
- Z. **Confidentiality of Information.** All documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Consultant in the performance of this Agreement shall be kept confidential by the Consultant unless

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

- AA. **Entirety of Agreement.** This Agreement, consisting of sixteen (16) pages; Exhibit A, Scope of Services and Project Schedule, consisting of one (1) page; Exhibit B, MPO Policy Committee Approval, consisting of one (1) page; Exhibit C, Notice to Contractor – Compliance with Title VI of the Civil Rights Act of 1984 for Federal-Aid Contracts, consisting of two (2) pages; Exhibit D, Certification of Contractor, consisting of one (1) page; Exhibit E, Certificate of Agent, consisting of one (1) page; Exhibit F, Certification of Suspension or Debarment, consisting of one (1) page; and Exhibit G, Fee Schedule, consisting of one (1) page represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this Agreement and the language of any attachment or document incorporated by reference, the language of this Agreement shall control.
- BB. **Ethics.** The Consultant shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, *et seq.*) and any and all ethical standards governing the Consultant’s profession.
- CC. **Extensions.** Nothing in this Agreement shall be interpreted or deemed to create an expectation that this Agreement will be extended beyond the term described herein. Any extension of this Agreement shall be initiated by the Owner and shall be accomplished through a written amendment between the parties entered into before the expiration of the original Agreement or any valid amendment thereto, and shall be effective only after it is reduced to writing and executed by all parties to the Agreement.
- DD. **Force Majeure.** Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.
- EE. **Indemnification.** The Consultant shall release, indemnify, and hold harmless the Owner and the State of Wyoming, and their officers, agents, employees, successors, and assignees from any and all claims, lawsuits, losses, and liability arising out of the Consultant’s failure to perform any of the Consultant’s duties and obligations hereunder or in connection with the negligent performance of the Consultant’s duties or obligations,

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

- FF. **Independent Contractor.** The Consultant shall function as an independent contractor for the purposes of this Agreement and shall not be considered an employee of the Owner and the State of Wyoming for any purpose. Consistent with the express terms of this Agreement, the Consultant shall be free from control or direction over the details of the performance of services under this Agreement. The Consultant shall assume sole responsibility for any debts or liabilities that may be incurred by the Consultant in fulfilling the terms of this Agreement and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Agreement. Nothing in this Agreement shall be interpreted as authorizing the Consultant or its agents or employees to act as an agent or representative for or on behalf of the Owner and the State of Wyoming or to incur any obligation of any kind on the behalf of the Owner and the State of Wyoming. The Consultant agrees that no health/hospitalization benefits, workers' compensation, unemployment insurance, or similar benefits available to Owners or State of Wyoming employees will inure to the benefit of the Consultant or the Consultant's agents or employees as a result of this Agreement.
- GG. **Notices.** All notices arising out of, or from, the provisions of this Agreement shall be in writing either by regular mail or delivery in person at the addresses provided under this Agreement.
- HH. **Notice of Sale or Transfer.** The Consultant shall provide the Owner with notice of any sale, transfer, merger, or consolidation of the assets of the Consultant. Such notice shall be provided in accordance with the notices provision of this Agreement and, when possible and lawful, in advance of the transaction. If the Owner determines that the sale, transfer, merger, or consolidation is not consistent with the continued satisfactory performance of the Consultant's obligations under this Agreement, then the Owner may, at its discretion, terminate or renegotiate the Agreement.
- II. **Ownership and Destruction of Documents/Information.** The Owner owns all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Consultant in the performance of this Agreement. Upon termination of services, for any reason, the Consultant agrees to return all such original and derivative information/documents to the Owner in a useable format. In the case of electronic transmission, such transmission shall be secured. The return of information by any other means shall be by a parcel service that utilizes tracking numbers. Upon the Owner's verified receipt of such information, the Consultant agrees to physically and electronically destroy any residual Owner-owned data, regardless of format, and any other storage media or areas containing such information. The Consultant agrees to provide written notice to the Owner confirming the destruction of any such residual Owner-owned data.

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

coverage as required. Such coverage shall be maintained throughout the duration of this Agreement. The Consultant shall supply the Owner with a Certificate of Good Standing or other proof of unemployment insurance coverage for itself and each and every subcontractor prior to beginning work under this Agreement and at any time upon request of the Owner.

- e. Payment of Premiums and Notice of Revocation. All policies required under this Agreement shall be in effect for the duration of this Agreement. All policies shall be primary and not contributory. The Consultant shall pay the premiums on all insurance certificates which must include a clause stating that the insurance may not be revoked, canceled, amended, or allowed to lapse until the expiration of at least thirty (30) days advance written notice to the Owner.
- f. The Owner May Insure for Contractor. In case of a breach of any provision of this Section, the Owner or the State may, at the Owner's or State's option, purchase and maintain, at the expense of the Consultant, such insurance in the name of the Consultant, or subcontractor, as the Owner or the State may deem proper and may deduct the cost of taking out and maintaining such insurance from any sums which may be due or become due to the Consultant under this Agreement.
- g. The Owner's Right to Reject. The Owner reserves the right to reject a certificate of insurance if the Consultant's insurance company is widely regarded in the insurance industry as financially unstable.
- h. The Owner's Right to Contact Insurer. The Owner shall have the right to consult with the Consultant's insurance agent for disclosure of relevant policy information. Relevant information includes, but is not limited to:
 - i. Exclusions from coverage;
 - ii. Claims in progress which could significantly reduce the annual aggregate limit; and
 - iii. Any applicable deductible amounts.

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

- i. Subcontractors. The insurance requirements set out above apply to all subcontractors. It is the Consultant's responsibility to ensure that its subcontractors meet these insurance requirements. The Owner has the right to review the insurance certificates of any and all subcontractors used by the Consultant.

- MM. **Severability.** Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.
- NN. **Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-101 *et seq.*, the State of Wyoming and the Owner expressly reserve sovereign and governmental immunity by entering into this Agreement and specifically retain all immunities and defenses available to them. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign and governmental immunity. The parties further acknowledge that there are constitutional and statutory limitations on the authority of the Owner or the State of Wyoming and its agencies or instrumentalities to enter into certain terms and conditions supplied by the Consultant, including, but not limited to, the following: liability for damages; choice of law; conflicts of law; venue and forum-selection clauses; defense or control of litigation or settlement; liability for acts or omissions of third parties; payment of attorneys' fees or costs; additional insured provisions; dispute resolution, including, but not limited to, arbitration; indemnification of another party; and confidentiality. Any such provisions in the Agreement, or in any attachments or documents incorporated by reference, will not be binding on the Owner or the State of Wyoming except to the extent authorized by the laws and Constitution of the State of Wyoming. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign or governmental immunity. The parties agree that any ambiguity in this Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to sovereign immunity shall be construed in favor of sovereign or governmental immunity.
- .
- OO. **Taxes.** The Consultant shall pay all taxes and other such amounts required by federal, state, and local law, including, but not limited to, federal and social security taxes, workers' compensation, unemployment insurance, and sales taxes.
- PP. **Termination of Agreement.** This Agreement may be terminated, without cause, by the Owner upon thirty (30) days' written notice. This Agreement may be terminated by the Owner immediately for cause if the Consultant fails to perform in accordance with the terms of this Agreement.

If at any time during the performance of this Agreement, in the opinion of the Owner, the work is not progressing satisfactorily or within the terms of this Agreement, then, at the discretion of the Owner and after written notice to the Consultant, the Owner may terminate this Agreement or any part of it. As of the termination date, the Consultant will be entitled to a pro rata payment for all work accomplished and accepted by the Owner; however, the Consultant shall be liable to the Owner for the entire cost of replacement services for the duration of the Agreement term.

- QQ. **Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties, and obligations contained in this Agreement shall operate only between the parties to this Agreement and shall inure solely to the benefit of the parties to this Agreement.
- RR. **Time is of the Essence.** Time is of the essence in all provisions of this Agreement.
- SS. **Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Agreement.
- TT. **Waiver.** The waiver of any breach of any term or condition in this Agreement shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.
- UU. **Personnel.** The Consultant represents that it has, or will secure, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of the City of Casper or the Casper Area Metropolitan Planning Organization. All of the services required hereunder shall be performed by the Consultant, or under its supervision, and all personnel engaged in the work shall be fully qualified. All personnel employed by Consultant shall be employed in conformity with applicable state or federal laws
- VV. **Personnel Changes.** The City of Casper reserves the right to re-negotiate or terminate the Agreement if there is a change in 33% or more of the Consultant's key personnel or with any change with the Consultant's Project Manager. In addition, the City may remove any key personnel from the Consultant's team if that person is deemed unsuitable or a hindrance to the cooperative completion of the project.
- WW. **Technical.** The Consultant shall provide a single point of contact to address technical issues and the distribution and receipt of data. Likewise, the City will provide a single technical contact to assure follow-through on deliverables. All GIS-based data will be disseminated and returned by Consultant in a standardized format (as defined by City IT Staff) that can easily be integrated with existing City of Casper data.
- XX. **Wyoming Governmental Claims Act.** The Owner does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 *et seq.*, and the Owner specifically reserve the right to assert any and all rights, immunities, and defenses it may have pursuant to the Wyoming Governmental Claims Act.
- YY. **Subconsultant.** The Consultant shall not employ any Subconsultant or Subcontractor to perform any services in the scope of this Project, unless said Subconsultant or

Subcontractor is approved in writing by the Owner. Said Subconsultant shall be paid by the Consultant.

- ZZ. Assignability.** The Consultant shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the Owner: provided, however, that claims for money due or to become due the Consultant under this Agreement may be assigned to a bank, trust company, or other financial institution, or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer shall be furnished to the Owner.
- AAA. Equal Employment Opportunity.** In carrying out the program, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. The Consultant shall take affirmative action to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, or disability. Such action shall include, but not be limited to the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the government setting forth the provisions of this nondiscrimination clause. The Consultant shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or disability.
- BBB. Ownership of Project Materials.** It is agreed that all finished or unfinished documents, data, studies, surveys, graphics, drawings, maps, models, photographs, films, duplicating plates, and reports prepared by the Consultant under this Agreement shall be considered the property of the Owner, and upon completion of the services to be performed, they will be turned over to the Owner provided that, in any case, the Consultant may, at no additional expense to the Owner, make and retain such additional copies thereof as Consultant desires for its own use; and provided further, that in no event may any of the documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, or other reports retained by the Consultant be released to any person, agency, corporation, or organization without the written consent of the Owner. Consultant shall not be liable for any modifications to documents prepared by Consultant which are made without its advice after delivery of such documents to Owner, nor shall Consultant be liable for their use by Owner without Consultant's consent in other projects.
- CCC. Findings Confidential.** All reports, information, data, etc., given to or prepared, or assembled by the Consultant under this Agreement, shall be deemed confidential and none shall be made available to any individual or organization by the Consultant, except the owner, without the prior written consent of the Owner.

- DDD. **Governing Law.** This Agreement has been executed by the parties hereto on the day and year first above written and shall be governed by the laws of the State of Wyoming. The Consultant shall also comply with all applicable laws, ordinances, and codes of the federal, state, or local governments and shall not trespass on any public or private property in performing any of the work embraced by this Agreement.
- EEE. **Intent.** Consultant represents that it has read and agrees to the terms of this Agreement and further agrees that it is the intent of the parties that Consultant shall perform all of the services to be provided for the compensation set forth in this Agreement. Consultant also agrees that it is the specific intent of the parties, and a material condition of this Agreement, that it shall not be entitled to compensation for other services rendered unless specifically authorized by the Owner. Consultant agrees that it has made a careful examination of the services to be rendered, and that the Agreement price is adequate compensation for all the services to be rendered under the terms of this Agreement.
- FFF. **Pass Through Provisions.** Federal law requires the Consultant to include all relevant special provisions of this Agreement in every subcontract awarded over ten thousand dollars (\$10,000.00) so that such provisions are binding on each subcontractor.

EXHIBIT “A” SCOPE OF SERVICES

Scope of Work

Project Understanding

The CEPI team is excited to work on a study that directly impacts members of our team on a daily basis. The East Yellowstone Intersection Improvements Study will examine an area of Casper that was greatly impacted by the former railroad lines that bisected the city. These two intersections see tens of thousands of vehicles each day, as well as significant multi-modal traffic along the Casper Rail-Trail and street sidewalks. The current alignment at East Yellowstone and First Street is hazardous to both vehicles and pedestrians alike with the odd angles, Rail-Trail alignment offset east of Yellowstone and the intersections of Grant, Lincoln, Jefferson and Collins all within a small area. East 2nd Street and Yellowstone is another difficult intersection, with the Rail Trail on opposing corners and Kimball Street directly north of the intersection. These intersections represent the entrance to downtown Casper and have significant bike and pedestrian traffic as such. Addressing these intersections was identified as a near-term priority in the current Long Range Transportation Plan and should be a priority for the City of Casper and Wyoming Department of Transportation for the safety and efficiency of all users.

Our team proposes to use a holistic approach to the study of these intersections and the impact that the surrounding streets have on traffic operations in the area. We propose incorporating the current Downtown Casper One-Way to Two-Way Conversion Study and the potential effects such a conversion will have on traffic operations in the current study area. We would also propose the addition of McKinley Street to the study, as it is a major north-south thoroughfare that feeds both Yellowstone, 1st Street and 2nd Street in the area. Right of way acquisition, the BNSF railroad, and user habits will be hurdles that this study will aim to overcome and help create a path forward.

In order to provide five design, operational and safety alternatives we will utilize a number of different tools. The “blank-slate” approach will analyze how the area could operate in an ideal situation. This alternative could require significant right-of-way acquisition and property purchases. Street closures and rerouting traffic is an option that will be dependent on educating users prior to implementing changes in order to be successful, this option may also require land acquisition. Roundabouts can be a very effective tool in situations with difficult alignments and will be closely examined as part of this study. The “do nothing” approach is an option that has worked, albeit not well, for a long time at these intersections. The existing geometry, traffic flows and competing interests make any changes a difficult balancing act to pull off successfully but are necessary. Public input and involvement with the study process is integral to the overall success of the study and implementation of any changes that may arise.

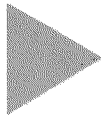
Scope of Services

Task 1: Meetings and Stakeholder/Public Outreach

This task will entail the following:

1. CEPI will arrange a project kickoff meeting with the Casper Area MPO, City of Casper staff, and other stakeholders if desired to review the study scope, objectives, schedules and deliverables. At this meeting, CEPI will obtain relevant background information including GIS mapping, existing traffic data, crash data, planned land use changes, programmed transportation improvements on any adjacent City roadways, and parking data. We will review previous transportation studies and master plans for downtown Casper (e.g. Connecting Crossroads, Urban center Parking Plan, Generation Caster, Casper Area Trails, Path and Bikeways Plan), in order to become familiar with prior recommendations for circulation, parking, pedestrian and bicycle improvements and City policies and goals.





Scope of Work

2. CEPI will conduct bi-weekly project update calls with MPO and City staff to provide updates on work activities and products
3. CEPI will prepare and facilitate two public input sessions with both in-person and online components to solicit input on existing conditions and proposed two-way traffic operations and street design
4. CEPI will prepare and facilitate at least one stakeholder meetings both in-person and online components with downtown property owners, residents, property managers, bicycle and pedestrian advocates, Downtown Development Authority, WY DOT, and adjacent property owners to solicit project input.
5. CEPI will present project findings at one City Council meeting, producing a PowerPoint presentation summarizing findings and recommendations. These recommendations will be mapped graphically on CADD / GIS and aerial photos to illustrate conceptual improvements.

DELIVERABLES:

- ▶ Kick-off Meeting Minutes and Data Needs Identification Memo
- ▶ Advertising collateral such as maps, graphics, roll plans, posters, meeting announcements, social media posts for the MPO to publicize the project in accordance with the MPO Public Participation Plan and MPO Brand and Style Guide
- ▶ A PowerPoint presentation and exhibits for each public, stakeholder and elected official meeting



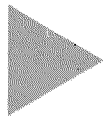
Task 2: Traffic Study

▶ **Field Inventory, Data Collection and Observations:** We will perform a comprehensive inventory of the existing intersection geometry and traffic controls including lane configuration and width, typical cross-sections, auxiliary lanes, posted speed limits, sight distance, access points, channelization, drainage, lighting, signing, marking, traffic signal displays and phasing, and pavement conditions. We will also inventory pedestrian and bicycle infrastructure including sidewalks, crosswalks, median refuges, pedestrian signals, transit routes and stops, to identify gaps and barriers in the active transportation network.

In addition, we will collect modal intersection peak hour traffic counts of cars, buses, trucks, pedestrians and bicyclists during a typical weekday; and perform observations of traffic conditions such as queue length and residual queuing; motorist behavior such as compliance with traffic control devices, conflicts with pedestrians and bicyclists.

▶ **Existing Conditions Analysis:** Mead & Hunt has extensive traffic analysis and modeling capabilities, including experience with numerous advanced traffic analysis software packages such as HCS, Synchro, VISSIM, Transmodeler and other programs to evaluate innovative intersection designs. We will code a base condition AM and PM peak hour traffic model using the field-collected/ verified roadway geometric, traffic data and signal timing data. The models will be calibrated to existing conditions by comparing field-measured vehicle throughput, travel time and observed queue lengths to those predicted by the model. We will report traffic operational performance measures including level of service, delay and v/c ratio for the overall intersection as well as each movement, along with 95th percentile queue lengths and pedestrian clearance (Walk/ Flashing Don't Walk intervals) and distances. Pedestrian and Bicycle Level of Traffic Stress (LTS) will also be performed for intersections and roadway segments. LTS methodology assigns a numeric stress level to pedestrian and bicycle facilities based on attributes such as traffic speed, traffic volume, number of lanes, frequency of parking turnover, presence of a sidewalk or bike facility, ease of intersection crossings and others. These analyses incorporate the effects of delay, capacity, and traveler perception of the quality of service. Inputs to multimodal analysis that will be gathered in the field include number of lanes, roadway width, bike lane widths and striping combinations, sidewalk width, presence of buffer, traffic volume (i.e. ADT, heavy vehicle percentages), pavement surface condition, motor vehicle speed and type, on-street parking, pedestrian crossing distances, permitted left turn volumes, right turn on red volumes.





Scope of Work

▶ **Traffic Safety Analysis:** Mead & Hunt will perform safety analyses based on the latest 5 years of crash data from the MPO's crash database records. The analysis will include development of collision diagrams and mapping of crash data to identify crash patterns based on location, type, severity, temporal distribution, weather and human factors. We will correlate the crash experience with observed geometric and operational deficiencies and identify potential safety countermeasures for each predominant crash type.

▶ **Access Management and Safety Audit:** Mead & Hunt will evaluate the East Yellowstone Highway corridor to evaluate access points and identify any appropriate access controls to reduce conflict points and enhance traffic safety. In addition, we will perform a roadway safety audit of existing roadway geometry, pavement conditions, surface treatments, alignments/ sight triangles, drainage systems, landscaping/ utility obstructions, traffic control device placement and function (signs, signals, markings), lighting, pedestrian/ADA infrastructure and accessibility and any roadside protection. We will identify and recommend any geometric, operational, maintenance or traffic control improvements to address noted deficiencies.

▶ **Future Land Use/Traffic Forecasts:** We will develop growth rates in existing traffic volumes using historical trends as well as the MPO's travel demand forecasting model. We will also identify any proposed land use changes and include traffic volumes from any nearby approved but unbuilt developments. The future traffic volumes will be added to the existing traffic volumes to create a set of year 2045 traffic forecasts for the study intersections.

▶ **Future Transportation Conditions:** We will code a separate Synchro model for the future No Build and each Build alternative using the projected traffic volumes and proposed geometric design, and report the same metrics for comparison of No Build to Build and among Build alternatives. We will also perform simulation runs of each alternative to 'observe' traffic operations including signal timing efficiency, lane utilization, queuing and turn lane blockage/ spillover. For the preferred alternative, we will identify the optimal signal operations including signal phasing, cycle lengths, splits, offsets, vehicle and pedestrian clearance intervals, time of day patterns and detection to ensure smooth traffic flow.

DELIVERABLES:

- ▶ Traffic Study Report including summary of field inventory, observations, baseline peak hour traffic volume/ lane diagram, traffic safety analysis, traffic forecasts and summary of traffic operational performance measures



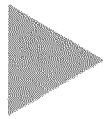
Task 3: Concept Design and Costs

▶ **Base Mapping:** Based on the field inventory and available GIS layers, aerial imagery and as-built CADD plans we will develop base mapping of the study area to illustrate existing roadway geometry, traffic controls, multimodal infrastructure, ROW, utilities and environmental features.

▶ **Alternative Design Development:** Traditional intersections can be insufficient for solving congestion and safety at busy crossing roadways. One of the strategies to improve safety and mobility for road users is incorporating innovative intersections. Innovative intersection design provides new options to increase capacity as well as safety. FHWA suggests numerous alternative designs to evaluate in the planning process of a project such as:

- ▶ Continuous Green
- ▶ Displaced Left Turn
- ▶ Median U-Turn
- ▶ Quadrant Roadway
- ▶ Restricted Crossing U-Turn
- ▶ Roundabout
- ▶ Offset alignment





Scope of Work

Many of these alternative options are appropriate for crossing roadways with two or more through lanes similar to the project intersection. Our team also recognizes the increasing demand for alternative designs for urban streets, where streets must accommodate an expanding set of needs where alternative forms of transportation (bike/ped/transit) must also occupy the right-of-way alongside vehicular traffic. We will also utilize the CAP-X tool to identify the optimal intersection configuration.

CEPI's approach to designing and delivering roadway and intersection improvement projects is always focused on the objectives of the client and the project Purpose & Need. For the East Yellowstone Highway intersections, goals include improving or increase vehicle capacity, improving safety, incorporating pedestrian and bicyclists, enhancing the streetscape and public realm and supporting economic development. Mead & Hunt will work closely with the MPO, City and WY DOT to identify and screen other alternatives for this project. For each proposed alternative, preliminary renderings (plan view and cross-sections) will be prepared and presented to staff for their approval.

► **Alternatives Screening and Ranking:** When evaluating different intersection alternatives, it is best to look at many different factors, including traffic operational performance, traffic safety benefits, multimodal accommodations, construction cost, right-of-way impacts, environmental impacts, utility impacts, long-term maintenance costs, and public acceptance. Each of the alternatives will be initially qualitatively and quantitatively screened to reduce the number of alternatives for traffic modeling. The initial (Tier1) quantitative screening will incorporate Highway Safety Manual crash modification factors to predict and rank expected reductions in the number and type of crashes. Once the alternatives are reduced, we will perform a second Tier of ranking update and code the 2040 AM and PM Build traffic models with the two new alternatives to evaluate traffic operational performance.

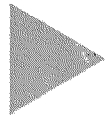
► **Intersection Configuration Recommendations and Costs:** Based on the input from the MPO/ City/ WY DOT stakeholders and public obtained in Task 1 and analysis performed in Task 2, CEPI will identify a preferred intersection redesign and develop a conceptual plan within the right-of-way including locations and dimensions of signing, marking, traffic controls, curb, sidewalk, ADA, and other streetscape elements. If needed, turning template analysis can be performed to identify any challenges with truck or bus movements under revised intersection geometry. We will estimate the preliminary construction costs for including curb and gutter, drainage, landscaping, ADA/ sidewalks, signals, signing and pavement marking using WYDOT cost estimating guidelines.

► **Draft and Final Report:** CEPI will compile work from prior tasks including project Purpose and Need, analysis methodologies, graphics, drawings, and calculations, stakeholder and public engagement processes and input, alternatives development, traffic forecast data, traffic operations analysis, renderings/ illustrations and cross-sections, findings and recommendations into a comprehensive Draft Report with an Executive Summary. Upon receipt of comments from the MPO, CEPI will address comments and submit a Final Report. Supporting GIS files, CADD plan and typical sections, cost estimates, traffic data, etc. will be compiled into a standalone technical appendix.

DELIVERABLES:

- CADD base map of existing conditions showing existing geometry, traffic controls, multimodal infrastructure, ROW, utilities and environmental features
- Technical matrix design elements and renderings of new intersection design alternatives predictive traffic operations and safety analysis, screening and CADD concept plan and cost estimate
- Draft and Final Report including Executive Summary, Purpose and Need, Existing Conditions, Forecasted Conditions, Alternatives Comparison and Technical Appendices





Project Schedule

We are ready and available to complete this project. We have our team in place, the resources ready, and a solid understanding of the project, allowing us to kick-off this project in May and reach completion by February 25, 2022. Below is CEPI's proposed project schedule for completing the Casper Area MPO's East Yellowstone Intersection Improvement Study.

TASKS	JULY				AUGUST				SEPTEMBER				OCTOBER				NOVEMBER			
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
PROJECT MANAGEMENT																				
Kickoff Meeting			M																	
Progress Updates																				
TRAFFIC STUDY																				
Multimodal Traffic Operations and Safety Study											DD									
PUBLIC INVOLVEMENT CAMPAIGN																				
Stakeholder Meeting											M	M								
Public Meeting						M	M							M	M					
DESIGN & IMPROVEMENTS																				
Feasibility Analysis, Concepts, Costs and Report															DD				FD	

M - Meeting
 DD - Draft Deliverable
 FD - Final Deliverable



Conflicts of Interest

After a thorough evaluation of all clients and projects the CEPI team has not identified any competing or conflicting interests with the completion of the East Yellowstone Intersection Improvement Study.



EXHIBIT "B"

MPO POLICY COMMITTEE APPROVAL

WHEREAS, the Casper Area Metropolitan Planning Organization Policy Committee approved the MPO Unified Planning Work Program (UPWP) Budget on a East Yellowstone Intersection Improvement Study; and,

WHEREAS, on July 19, 2021, the Consultant Selection Committee approved the hiring of Civil Engineering Professionals, Inc., 6080 Enterprise Drive, Casper, Wyoming, 82609, to complete the East Yellowstone Intersection Improvement Study.

WHEREAS, Civil Engineering Professionals, Inc., is willing, available and qualified to perform said work.

NOW, THEREFORE BE IT RESOLVED BY THE MPO POLICY COMMITTEE: That the City of Casper, as the agent of the MPO, is hereby directed to enter into the Agreement with Civil Engineering Professionals, Inc., to complete the East Yellowstone Intersection Improvement Study in accordance with the Agreement, for an amount not to exceed Thirty Nine Thousand Nine Hundred Ninety Dollars and Zero Cents (\$39,990.00).

PASSED AND APPROVED THIS ___ day of _____, 2021.

ATTEST:

CASPER AREA METROPOLITAN PLANNING
ORGANIZATION POLICY COMMITTEE

Liz Becher
Community Development Director

Sabrina Kemper
Chairwoman

EXHIBIT "C"

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

During the performance of this Civil Engineering Professionals, Inc., for itself, its assignees and successors in interest (hereinafter referred to as the Consultant), agrees as follows:

1. Compliance with Regulations.

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

2. Nondiscrimination.

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

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

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

4. Information and Reports.

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

5. Sanctions for Noncompliance.

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

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

6. Incorporation of Provisions.

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

EXHIBIT "D"

CERTIFICATION OF CONSULTANT

I hereby certify that I, Robert Bennett, am the President of and duly authorized representative of the firm of Civil Engineering Professionals, Inc.; and that neither I nor the above firm I here represent has:

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

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

8/3/21
Date

Robert Bennett
Signature

Robert Bennett
Printed Name

President
Title

EXHIBIT "E"
CERTIFICATE OF AGENT

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

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

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

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation:

Date _____

Steven K. Freel
Mayor

EXHIBIT "F"

CERTIFICATION OF
SUSPENSION OR DEBARMENT

STATE OF Wyoming) ss

COUNTY OF Natrona) ss

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

By: Robert Bennett

President
Title

Subscribed in my presence and sworn to before me this 3 day of August, 2021, by:

Robert Bennett
Sami Herdt

Notary Public

3-29-24
My Commission Expires

SAMI HERDT
NOTARY PUBLIC - WYOMING
Natrona County
My Commission Expires Mar. 29, 2024

EXHIBIT "G"

FEE SCHEDULE

East Yellowstone Intersection Improvement Study



Fee Schedule

STAFF-HOUR ESTIMATE
Casper MPO East Yellowstone Intersection Improvements

		CEPI/L4					Mead & Hunt			
		Project Manager	Project Engineer	CADD	Surveyor - Drone Operator	L4	Senior Traffic Engineer	Junior Traffic Engineer	GIS/ CADD	Task Subtotals
<i>Total All-Inclusive Rate</i>		\$150.00	\$130.00	\$100.00	\$250.00	\$150.00	\$145.00	\$105.00	\$85.00	
Task 1	Meetings and Public/ Stakeholder Outreach									
1.1	Project Coordination	2				2	2			6
1.2	Public Meetings	2	4			6	6	4		22
1.3	Stakeholder Meetings		4			6	4			14
1.4	Council Presentation	2				2	4			8
	Hours	6	8	0	0	16	16	4	0	50
	Subtotal Cost	\$900.00	\$1,040.00	\$0.00	\$0.00	\$2,400.00	\$2,320.00	\$420.00	\$0.00	\$7,080.00
Task 2	Traffic Study									
2.1	Traffic Counts/Observations		6							6
2.2	Multimodal Accessibility						2	4		6
2.3	Land Use/ Development/ Traffic Forecasts						2	8		10
2.4	Access Controls						2	8		10
2.5	Roadway Safety Audit						2	4	8	14
2.6	Crash Analysis						2	4	8	14
2.7	Traffic Modeling						4	24	20	48
2.8	Technical Report						4	8	12	24
	Hours	0	6	0	0		18	60	48	132
	Subtotal Cost	\$0.00	\$780.00	\$0.00	\$0.00		\$2,610.00	\$6,300.00	\$4,080.00	\$13,770.00
Task 3	Concept Design and Costs									
3.1	Alternatives Identification (5)	4	4	12						20
3.2	Base Mapping (ROW, Utilities) - Drone Aerial Mapping			4	12					16
3.3	Concept Design and Renderings		10				6		6	22
3.4	Screening	4	4				4			12
3.5	Cost Estimates	6	10				4			20
3.6	Technical Report	10	20	4		4	8			46
	Hours	24	48	20	12	4	22	0	6	136
	Subtotal Cost	\$3,600.00	\$6,240.00	\$2,000.00	\$3,000.00	\$600.00	\$3,190.00	\$0.00	\$510.00	\$19,140.00
	Total Hours	30	62	20	12	20	56	64	54	318
	Total Dollars	\$4,500.00	\$8,060.00	\$2,000.00	\$3,000.00	\$3,000.00	\$8,120.00	\$6,720.00	\$4,590.00	\$39,990.00

Mileage and Printing

GRAND TOTAL

\$39,990



RESOLUTION NO. 21-114

A RESOLUTION AUTHORIZING A CONTRACT BETWEEN THE CITY OF CASPER AND CIVIL ENGINEERING PROFESSIONALS, INC., FOR THE EAST YELLOWSTONE INTERSECTION IMPROVEMENT STUDY.

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

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

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

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

WHEREAS, the MPO Policy Committee approved the MPO Unified Planning Work Program (UPWP) Budget on May 21, 2020, for a East Yellowstone Intersection Improvement Study, not to exceed Forty Thousand Dollars (\$40,000.00); and,

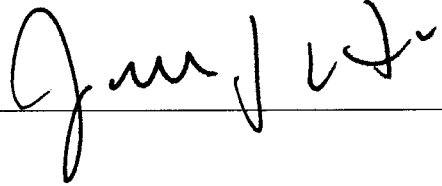
WHEREAS, the MPO released a request for proposal (RFP) for consulting groups that specialize in trail planning on May 28, 2021; and,

WHEREAS, the Project Selection Committee selected Civil Engineering Professionals, Inc., on July 19, 2021, to complete the East Yellowstone Intersection Improvement Study.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a Contract for Professional Services between the City of Casper, Wyoming, and Civil Engineering Professionals, Inc., on behalf of the Casper Area Metropolitan Planning Organization in the amount of Thirty Nine Thousand Nine Hundred Ninety Dollars and Zero Cents (\$39,990.00) for a East Yellowstone Intersection Improvement Study.

PASSED, APPROVED, AND ADOPTED on this ___ day of _____, 2021.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Steven K. Freel
Mayor

July 28, 2021

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

FROM: Liz Becher, Community Development Director *LB*
M. Jeremy Yates, MPO Supervisor *MJY*
Renee Hardy, MPO Technician

SUBJECT: Casper Area Metropolitan Planning Organization Casper Area Bicycle and Pedestrian Plan Update Contract with Toole Design Group. LLC, Extension

Meeting Type & Date:

Regular Council Meeting, August 17, 2021.

Action Type:

Resolution

Recommendation:

That Council, by resolution, approve Amendment No. 1 to the City of Casper's Contract for Professional Services with Toole Design Group, LLC, a firm based in Silver Spring, Maryland, for the Casper Area Metropolitan Planning Organization's (MPO) Casper Area Bicycle and Pedestrian Plan Update.

Summary:

On May 4, 2021, the City of Casper and Toole Design Group, LLC, entered into a Contract for Professional Services for the development of the Casper Area Bicycle and Pedestrian Plan Update with a completion deadline of August 31, 2021. The MPO and the consultant have agreed on the need to extend the contract to September 30, 2021. The contract extension will allow the project advisory committee to complete a detailed review of prioritized projects and funding forecasts, allow the consultant team to create a more comprehensive safety campaign, and allow for a reasonable public review period within the project timeline.

Financial Considerations:

Funding for this project comes from the Casper Area MPO, including federal monies and contributions from member agencies. The City of Casper is the fiscal agent for the federal funds of the MPO. As such, the Casper City Council must approve all contracts and amendments, regardless of which municipality requested the study. This amendment will still allow the MPO to complete this project within the same federal fiscal year.

Oversight/Project Responsibility:

M. Jeremy Yates, MPO Supervisor, has been tasked with overseeing this project.

Attachments:

Resolution, Amendment No. 1 to Contract for Professional Services

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

This Amendment to the Contract for Professional Services (“Amendment”) is entered into on this _____ day of August, 2021, by and between the following parties:

1. The City of Casper, Wyoming (“City”), a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601.
2. Toole Design Group, LLC, 8484 Georgia Ave., Suite 800, Silver Spring, Maryland, 20910 (“Consultant”).

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

RECITALS

- A. On May 4th, 2021, the City and Consultant entered into a *Contract for Professional Services* (“Contract”) for a Casper Area Bicycle and Pedestrian Plan Update.
- B. The completion deadline should be extended to September 30, 2021.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto agree by and between them to amend the Contract as follows:

1. INCORPORATION OF RECITALS

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

2. AMENDMENT TO PART I, SECTION II, (TIME OF PERFORMANCE), PARAGRAPH B.

B. “The Scope of Services shall be completed on or before August 31, 2021.” is replaced with the following:

“The Scope of Services shall be completed on or before September 30, 2021.”

3. RATIFICATION

The terms and conditions of the Contract, as modified herein, are hereby ratified by the parties and shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned duly authorized representatives of the Parties have executed this Amendment as of the day and year above.

APPROVED AS TO FORM



ATTEST

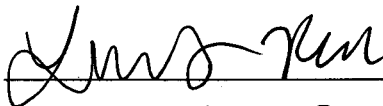
CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk


Steven K. Freel
Mayor

WITNESS

CONSULTANT
Toole Design Group, LLC

By: 

Printed Name: Lindsay Reed
Title: Data Coordinator

By: 

Printed Name: Roswell Eldridge
Title: Executive Vice President

RESOLUTION NO. 21-115

A RESOLUTION AUTHORIZING AN AMENDMENT
TO THE CONTRACT FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF CASPER AND TOOLE
DESIGN GROUP, LLC.

WHEREAS, on May 4, 2021, the City of Casper and Toole Design Group, LLC, entered into a Contract for Professional Services ("Contract") in the amount of One Hundred Eleven Thousand Seven Hundred Thirty Four Dollars and Ninety Cents (\$111,734.90) for a Casper Area Bicycle and Pedestrian Plan Update; and,

WHEREAS, the Contract was approved May 4, 2021, with a completion deadline of August 31, 2021; and,

WHEREAS in an effort to provide the best possible final Casper Area Bicycle and Pedestrian Plan Update and allow more time for public involvement the deadline should be extended from August 31, 2021, to September 30, 2021.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, Amendment No. 1 to the above referenced Contract.

PASSED, APPROVED, AND ADOPTED on this ___ day of _____, 2021.

APPROVED AS TO FORM:




ATTEST:

Fleur Tremel
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Steven K. Freel
Mayor

July 26, 2021

MEMO TO: J. Carter Napier, City Manager 

FROM: Andrew Beamer, Interim Parks and Recreation Director
Phil Moya, Recreation Manager

SUBJECT: Lease Agreement – St. Anthony’s Tri- Parish Catholic School

Meeting Type & Date

Council Meeting: August 17, 2021

Action type

Approval

Recommendation

That Council approve, by resolution, the Lease Agreement between the City of Casper and the St. Anthony’s Tri- Parish Catholic School.

Summary

St. Anthony’s Tri- Parish Catholic School has agreed to the terms of the new lease from July 1, 2021 to June 30, 2024 at the Casper Ice Arena. The Casper Ice Arena has historically leased ice to St. Anthony’s Tri- Parish Catholic School. The lessee will be billed on a monthly basis.

Financial Considerations

St. Anthony’s Tri- Parish Catholic School shall pay the Casper Ice Arena a monthly ice rental fee for the leased premises. Ice rental rates have increased 8.3% from the prior lease agreement. The previous rental rate was \$137.50 per hour. The new ice rental rate is \$150 per hour. St. Anthony’s Tri- Parish Catholic School is rebuilding their hockey program to attract more players during the Casper Ice Arena’s spring/summer seasons. The lease is a three-year agreement which will automatically be extended until June 30, 2024.

Anticipated Annual Revenue: \$3,000.00

Oversight/Project Responsibility

Phil Moya, Recreation Manager
Chad Green – Recreation Supervisor, Casper Ice Arena

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 St Anthony's Tri-Parish Catholic School, 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 Casper Ice Arena, located at 1801 East 4th Street, Casper, Wyoming; and
- B. Lessee desires to enter into a non-exclusive lease of the Casper Ice Arena and to reach other accommodations with the City, and the City is willing to enter a non-exclusive lease to the St Anthony's Tri-Parish Catholic School 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 Casper Ice Arena hereinafter referred to as the "Casper Ice Arena", "property", or "premises".
- B. The specific areas of the Casper Ice Arena that are leased to the Lessee include the following:
 - 1. The ice rink, lobby, locker rooms, restrooms, skybox, and bleachers when scheduled at the Casper Ice Arena.
- C. The Casper Ice Arena 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.
- D. This Lease Agreement is nonexclusive.

2. PURPOSE:

The demised premises are leased to Lessee for the purpose of conducting hockey practice and hockey activities and or hockey games. Such hockey activities and/or tournament 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:**

The primary term of this Agreement shall be one (1) year (“Primary Term”), upon the first 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”) unless either party provides written notice of non-extension at least thirty (30) days prior to expiration of the then current term.

Any Extension Terms will be subject to the same terms and conditions herein.

4. **FEES:**

Rental Fee:

A. Lessee shall pay the following fees to the Lessor as rent for the leased premises. The fees will be payable monthly, by the 15th of each month, to the Lessor at its offices located at 1801 East 4th Street, Casper, Wyoming.

a. Practice and game times from each day’s opening of the Casper Ice Arena until 1:30 pm on weekdays: Seventy-Five Dollars (\$75.00) per hour.

b. Practice and game times from 1:30 pm through closing of the Casper Ice Arena and all hours on weekends: One Hundred Fifty Dollars (\$150.00) per hour.

B. If additional practice or game times are requested by Lessee and approved by the City, Lessee will pay the City the appropriate rate as described in subsection 4.A. Scheduling of additional practices or game times is subject to arena availability and other schedule commitments and solely at the discretion of the City.

C. Cancellations of scheduled practice and game times will be allowed. Rent will be adjusted downward, provided that a cancellation notice is provided in writing to the City at least seven (7) days prior to the scheduled practice. Cancellations of scheduled weekend games will be allowed, and rent will be adjusted downward, provided that a cancellation notice is provided in writing to the City at least fourteen (14) days prior to the scheduled weekend games. Furthermore, adjustments to rent may be made by the City, if, in its judgment, an event is canceled as a result of inclement weather or other circumstances beyond the reasonable control of Lessee which prevents advance notification to the City.

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 / FOOD / RETAIL SALES** (Determined by the City):

A. The Lessee will not bring food or beverage into the arena or communicate to others any direct or implied authority to bring food or beverage into the arena without prior written Casper Ice Arena management approval.

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, 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 and obtain the prior approval of the **Lessor** for fundraising at City facilities.

7. TAXES AND ASSESSMENTS:

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.

8. NON-DISCRIMINATION:

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.

9. SCHEDULING:

- A. **Lessee** shall submit a master schedule to the Casper Ice Arena Supervisor for all hockey related activities. **Lessor** shall schedule any hockey and non-hockey activities based on the availability of the facility. A master schedule of all activities per facility is described in Exhibit A, attached hereto and by reference made part of this Agreement. Any use of the property that deviates from the master schedule is subject to availability of the facility and the discretion of the Parks and Recreation Director or his/her designee. Additional use is subject to rental fees.
- B. For any special events or games that deviate from the master schedule, the **Lessee** must notify the **Lessor** of such changes at least fourteen (14) days in advance.

10. LAWS AND REGULATIONS:

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.

11. 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. **Lessee** shall procure and maintain for the duration of the contract insurance against claims for the portable trailer.
- C. *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.

D. *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.

E. *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.

F. *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.

12. USE OPERATIONS PLAN:

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.

13. MAINTENANCE:

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. Lessee 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. The Lessee will report all repairs to the Recreation

Supervisor (Ice Arena). The **Lessee** is liable for all damages that occur to the facility during this lease term and any extensions thereof. The **Lessor** will be responsible for normal upkeep of the facility and related maintenance.

14. 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** shall, 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, 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.

15. 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.

16. REIMBURSEMENT OF DEFAULT AND EVICTION ACTION EXPENSES:

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.

17. DESTRUCTION OF REAL PROPERTY OR FIXED ASSETS:

If the real property or fixed assets should be destroyed totally by fire or other cause, the tenancy created hereby shall be thereafter terminated.

18. SURRENDER OF REAL PROPERTY AND FIXED ASSETS:

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.

19. OPERATIONS:

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.

20. NOTICE:

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

St. Anthony's
Tri-Parish Catholic School
1145 W. 20th St
Casper, WY 8604

21. WAIVER:

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.

22. 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.

23. GOVERNING LAW:

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.

24. 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.

25. TERMINATION OF LEASE AGREEMENT:

The City or the Lessee may terminate this Agreement anytime by providing thirty (30) days written notice to the City or Lessee of intent to terminate said Agreement. Notwithstanding the above, the Lessee shall not be relieved of liability to the Lessor 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

26. WYOMING GOVERNMENTAL CLAIMS ACT:

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.

27. 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.

28. ENTIRE AGREEMENT:

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.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written.

APPROVED AS TO FORM:

Walker Tremel

ATTEST:

Fleur Tremel
City Clerk

LESSOR:

CITY OF CASPER, WYOMING
A Municipal Corporation

Steven K. Freel
Mayor

LESSEE:

St. Anthony's Tri-Parish Catholic School
1145 W.20th St
Casper, WY 82604

Phone: 307 258 5975

E-Mail: STUART.YOUMANS@GMAIL.COM

WITNESS:

By: _____

Stuart Youmans

By: STUART YOUMANS

Title: Director Hockey SAS

RESOLUTION NO.21-116

A RESOLUTION AUTHORIZING A LEASE AGREEMENT
WITH ST. ANTHONY'S TRI PARISH CATHOLIC SCHOOL
FOR USE OF THE CASPER ICE ARENA.

WHEREAS, the City is the owner of the Casper Ice Arena; and,

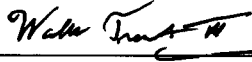
WHEREAS, St. Anthony's Tri- Parish Catholic School operates a hockey program
for youth, and desires to utilize City-owned facilities for said program.

WHEREAS, the City of Casper and the St. Anthony's Tri- Parish Catholic School
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 St.
Anthony's Tri- Parish Catholic School for the use of the Casper Ice Arena.

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 26, 2021

MEMO TO: J. Carter Napier, City Manager *JCN*
FROM: Andrew Beamer, Public Services Director
Phil Moya, Recreation Manager
SUBJECT: Lease Agreement - Casper Figure Skating Club

Meeting Type & Date

Council Meeting: August 17, 2021

Action type

Approval

Recommendation

That Council approve, by resolution, the Lease Agreement between the City of Casper and the Casper Figure Skating Club.

Summary

The Casper Figure Skating Club has agreed to the terms of the new lease from July 1, 2021 to June 30, 2024 at the Casper Ice Arena. The Casper Ice Arena has historically leased ice to the figure skating club from September through May. The Casper Figure Skating Club will be billed on a monthly basis.

Financial Considerations

Casper Figure Skating Club shall pay the Casper Ice Arena a monthly ice rental fee for the leased premises. Ice rental rates have increased 8.3% from the prior lease agreement. The previous rental rate was \$137.50 per hour. The new ice rental rate is \$150 per hour. The Casper Figure Skating Club will have designated practice times at the Casper Ice Arena and provide a master schedule to the ice arena manager for weekend competitions / shows. The lease is a three-year agreement which will automatically be extended until June 30, 2024.

Anticipated Annual Revenue: \$14,000.00

Oversight/Project Responsibility

Phil Moya, Recreation Manager
Chad Green – Recreation Supervisor, Casper Ice Arena

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 Figure Skating Club, 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 Casper Ice Arena, located at 1801 East 4th Street, Casper, Wyoming; and
- B. Lessee desires to enter into a non-exclusive lease of the Casper Ice Arena and to reach other accommodations with the City, and the City is willing to enter a non-exclusive lease to the Casper Figure Skating Club 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 Casper Ice Arena hereinafter referred to as the "Casper Ice Arena", "property", or "premises".
- B. The specific areas of the Casper Ice Arena that are leased to the Lessee include the following:
 - 1. The ice rink, lobby, locker rooms, restrooms, skybox, and bleachers at the time listed in Exhibit A to this Agreement.
 - 2. The Lessee office and storage area during Casper Ice Arena operating hours.
- C. The Casper Ice Arena 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.
- D. This Lease Agreement is nonexclusive.

2. PURPOSE:

The demised premises are leased to Lessee for the purpose of conducting figure skating practice and skating activities and or skating competitions. Such figure skating activities and/or competitions 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:

The primary term of this Agreement shall be one (1) year ("Primary Term"), upon the first 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") unless either party provides written notice of non-extension at least thirty (30) days prior to the then-current term.

The Extension Terms of this Agreement will be subject to the same terms and conditions herein.

4. FEES:

Rental Fee:

A. Lessee shall pay the following fees to the Lessor as rent for the leased premises. The fees will be payable monthly, by the 15th of each month, to the Lessor at its offices located at 1801 East 4th Street, Casper, Wyoming.

a. Practice and skating times from each day's opening of the Casper Ice Arena until 1:30 pm on weekdays: Seventy-Five Dollars (\$75.00) per hour as described in Exhibit A, attached hereto and by reference made part of this Agreement

b. Practice and skating times from 1:30 pm through closing of the Casper Ice Arena and all hours on weekends: One Hundred Fifty Dollars (\$150.00) per hour as described in Exhibit A.

B. If additional practice or competition times are requested by Lessee and approved by the City, Lessee will pay the City the appropriate rate as described in subsection 4.A. Scheduling of additional practices or skating times is subject to arena availability and other schedule commitments and solely at the discretion of the City.

C. Cancellations of scheduled practice and skating times will be allowed. Rent will be adjusted downward, provided that a cancellation notice is provided in writing to the City at least seven (7) days prior to the scheduled practice. Cancellations of scheduled weekend competitions will be allowed, and rent will be adjusted downward, provided that a cancellation notice is provided in writing to the City at least fourteen (14) days prior to the scheduled weekend competition. Furthermore, adjustments to rent may be made by the City, if, in its judgment, an event is canceled as a result of inclement weather or other circumstances beyond the reasonable control of Lessee which prevents advance notification to the City.

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 / FOOD / RETAIL SALES (Determined by the City):

A. The Lessee will not bring food or beverage into the arena or communicate to others any direct or implied authority to bring food or beverage into the arena without prior written Casper Ice Arena management approval.

- 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, 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 and obtain the prior approval of the **Lessor** of any plans for fundraising at City facilities.

7. TAXES AND ASSESSMENTS:

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.

8. NON-DISCRIMINATION:

The **Lessee** agrees that neither its 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.

9. SCHEDULING:

- A. **Lessee** shall submit a master schedule to the Casper Ice Arena Supervisor for all figure skating related activities. **Lessor** shall schedule any figure skating and non-skating activities based on the availability of the facility. A master schedule of all activities per facility is described in Exhibit A, attached hereto and by reference made part of this Agreement. Any use of the property that deviates from the master schedule is subject to availability of the facility and the discretion of the Parks and Recreation Director or his/her designee. Additional use is subject to rental fees.
- B. For any special events or competitions that deviate from the master schedule, the **Lessee** must notify the **Lessor** of such changes at least fourteen (14) days in advance.

10. LAWS AND REGULATIONS:

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.

11. 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.

12. USE OPERATIONS PLAN:

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.

13. 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 City will provide the Lessee designated space at no charge to the Lessee (between the blue lines towards the end-zone entry door on the west side) provided however that the Lessee shall reimburse the City for any expenses incurred by the City, during the Arena operational season, for installation, repair or removal of said advertising. All signage, including the attached plexi-glass facing, must be kept in good condition. Excessively worn plexi-glass will be removed/replaced by a similar quality of plexi-glass at the expense of the Lessee.
- C. The Lessor agrees additional dasher board space may be retained by the Lessee on an annual basis during the term of this Agreement at the rate of One Hundred Twenty Dollars (\$120) per dasher board (35-inch by 96-inch) section, or ten percent (10%) of advertising revenue, whichever is greater; but, all dasherboard space allocation and availability shall be at the sole discretion of the Lessor.
- D. Lessee will be responsible for the full payment of advertising fees during the Agreement term and any subsequent extensions thereof. 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.
- E. 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.

14. RIGHT TO ENTRY:

The Lessor reserves the right to enter the Lessee office and storage area 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. The Lessor reserves the right to enter the rest of the premises at any time and conduct any and all of its operations at its sole discretion.

15. MAINTENANCE:

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. Lessee shall also, at its sole cost and expense, make any repairs necessary to the premises caused by the negligent or willful conduct of the CFSC. 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. The Lessee will report all repairs to the Recreation

Supervisor (Ice Arena). The **Lessee** is liable for all damages that occur to the facility during this lease term and any extensions thereof. The **Lessor** will be responsible for normal upkeep of the facility and related maintenance.

16. 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** shall, 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 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.

17. 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.

18. REIMBURSEMENT OF DEFAULT AND EVICTION ACTION EXPENSES:

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.

19. DESTRUCTION OF REAL PROPERTY OR FIXED ASSETS:

If the real property or fixed assets should be destroyed totally by fire or other cause, the tenancy created hereby shall be thereafter terminated.

20. SURRENDER OF REAL PROPERTY AND FIXED ASSETS:

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.

21. OPERATIONS:

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.

22. NOTICE:

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 Figure Skating Club
P.O. Box 50688
Casper, WY 82601

23. WAIVER:

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.

24. 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.

25. GOVERNING LAW:

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.

26. 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.

27. TERMINATION OF LEASE AGREEMENT:

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 **Lessee** 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**.

28. WYOMING GOVERNMENTAL CLAIMS ACT:

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.

29. 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.

30. ENTIRE AGREEMENT:

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.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written.

APPROVED AS TO FORM:

Walter Tremel

ATTEST:

Fleur Tremel
City Clerk

LESSOR:

CITY OF CASPER, WYOMING
A Municipal Corporation

Steven K. Freel
Mayor

LESSEE:

Casper Figure Skating Club
P.O. Box 50688
Casper, WY 82601

Phone:
307-277-0144

E-Mail:
starkrhonda@gmail.com

WITNESS:

By: _____

Rhonda Stark

By: *Rhonda Stark*

Title: *President.*

EXHIBIT A
2021 – 2022
CASPER FIGURE SKATING CLUB

Regular Practice Times: September 1, 2021 – May 8, 2022

<u>Days</u>	<u>Ice Time</u>	<u>User Type</u>
Sundays	3:15 – 5:30pm	Practice

RESOLUTION NO.21-117

A RESOLUTION AUTHORIZING A LEASE AGREEMENT
WITH CASPER FIGURE SKATING CLUB FOR USE OF THE
CASPER ICE ARENA.

WHEREAS, the City is the owner of the Casper Ice Arena; and,

WHEREAS, Casper Figure Skating Club operates a figure skating program for youth, and desires to utilize City-owned facilities for said program.

WHEREAS, the City of Casper and the Casper Figure Skating Club 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 Figure Skating Club for the use of the Casper Ice Arena.

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

August 2, 2021

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

FROM: Andrew Beamer, P.E., Public Services Director
Bruce Martin, Public Utilities Manager

SUBJECT: Authorizing a Contract for Outside-City Water Service with James P. Hageman and Kyra K. Hageman

Meeting Type & Date

Regular Council Meeting
August 17, 2021

Action Type

Resolution

Recommendation

That Council, by resolution, authorize a Contract for Outside-City Water Service with James P. Hageman and Kyra K. Hageman.

Summary

This contract provides Outside-City water service for 3160 Six Mile Road, a parcel of land located west of Casper off Six Mile Road, approximately $\frac{3}{4}$ of a mile north of Highway 20/26. The property will obtain water service by connecting to the 12-inch Airport waterline that crosses the property. A curb stop and meter pit will be located near the water main with City ownership and responsibility ending at the curb stop. The Owners will furnish, install, own, and maintain the meter pit and water service line from the curb stop to the residence.

This property is not contiguous to the Casper City limits and a Commitment to Annex has been signed as it is within Casper's growth boundary. The Owner has provided an O&E report as there is no mortgage on the property. The Public Utilities Advisory Board conceptually approved the contract at its July 28, 2021 meeting and has recommended Council approval.

Financial Considerations

No financial considerations

Oversight/Project Responsibility

Bruce Martin, Public Utilities Manager

Attachments

Resolution
Agreement
Commitment to Annex

CONTRACT FOR OUTSIDE-CITY WATER 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 James P. and Kyra K. Hageman, 935C Gray Rocks Road, Fort Laramie, Wyoming 82212; hereinafter referred to as "Owner."

RECITALS

- A. Owner is the owner of certain land as described in Exhibit "A", attached hereto and made a part of this agreement, being Lot 2 of the B&L Industrial Acres Subdivision, a portion of the NE1/4 NE1/4 of Section 28, Township 34 North, Range 80 West of the 6th P.M., in Natrona County, Wyoming, with an address of 3160 Six Mile Road, which is not within the corporate limits of the City of Casper; and,
- B. Owner desires to obtain water service from City for such property as described in Exhibit "A"; and,
- C. Owner can connect by a service line into the 12-inch water main located adjacent to the property; and,
- D. Owner and City have agreed to such outside-city water service under the terms and conditions of this Agreement.

NOW THEREFORE, it is hereby agreed among the parties as follows:

- 1. Service
 - a. The property served shall be limited to that described in Exhibit "A." No other properties shall be served without the express permission of the City Council of the City of Casper.
 - b. Owner shall be allotted one (1) water service connection and meter to the property shown on Exhibit "A." No other properties may be served from this connection.
 - c. The water service line curb box shall be installed within the Right of Way on the north side of Grey Cloud Road. A meter pit and water meter shall be installed by Owner immediately downstream of the curb box.
 - d. The City shall own, operate, and maintain the individual 1-inch service line to the curb stop. The Owner shall install, own, operate, and maintain the meter pit and the water service line beyond the curb stop.
 - e. The Owner shall be responsible for obtaining easements from other property owners for the water service line as needed at its sole cost and expense.

2. Right of Inspection

- a. The City shall have the right to inspect all water system construction. All water system construction must meet City requirements. Before connection of the water services to any building, all work must be accepted and approved by the City.
- b. The curb box for the water service line shall be protected during the subsequent course of developing the property from damage, and the Owner shall be wholly responsible for the repair and replacement to the City's satisfaction of such that are damaged or destroyed. If the Owner shall fail or refuse to promptly repair or replace such boxes as required, the City may do so and charge the Owner directly for said cost. The Owner shall adjust said valve and curb boxes to finished grade.

3. Charges for Service

- a. All meter pits, vaults, and water meters, as required by the City's staff, shall be obtained and installed by and at the Owner's sole cost and expense according to the rules and regulations of the City. The meter pit or vault shall remain the property of the Owner and be located on the property lines or within the water line easement.
- b. Owner will pay to the City the then-current outside-City system investment charge for each connection (lot) to be served with water. The Owner shall also pay to the Central Wyoming Regional Water System Joint Powers Board, the then-current Regional Water System investment charge for each connection to be served with water. Payment will be made prior to actual receipt of water service provided by the City.
- c. The charge for water service provided shall be at the City's existing rate as the same shall apply from time to time for all retail outside-City water service, until such time as said property is annexed into the City of Casper. After annexation, the rates will be the existing rates for retail inside-City water service.

4. Regulation

- a. Water service to be provided shall be only to the extent provided for herein and to the extent that said water service is available and above that which is necessary to satisfy the needs of the incorporated area of the City of Casper. In times of drought, extreme demand, or facility failure, water service may not be available.
- b. Owner shall make the necessary provisions so that each building to be served shall have a pressure reducing valve limiting pressure to a maximum of 60 psi, and shall encourage all residents to adhere to the following water saving device recommendations: toilets with a maximum flush of 3 1/3 gallons; aerators which provide for a maximum flow of 1 gpm on all bathroom sinks; and water saving shower heads to limit flow to maximum 3.0 gpm.

- c. The Owner agrees to abide by the rules and regulations of the City regarding the use of its water and sewer facilities, all relevant ordinances of the City of Casper relating to water and sewer service; all other state and federal laws, rules, and regulations including, but not limited to, all provisions of the Federal Pretreatment Regulations (40CFR, Part 403), and all City ordinances relating to industrial pretreatment.

5. Fire Flows

- a. The Owner agrees that fire flow capabilities to his properties are impractical at this time. The Owner, by signing this agreement, understands that there are certain risks that Owner and Owner's property may be subject to by not having fire flow capabilities. The Owner is willing to assume these risks and irrevocably, fully and forever releases and discharges the City of Casper, the City Council, and its mayor, the Casper Public Utilities Board, and all their officers, employees, agents, managers, and contractors from all negligence, claims, demands, liabilities, causes of action, or damages of any kind relating to any harm, personal injury, wrongful death, property damage, or debt suffered resulting from lack of fire flow to Owner's property.
- b. The terms of this release in this Agreement are contractual and not a mere recital. If the property is owned or leased by the Owner, and anyone else as husband and wife, tenants in common, partnership, corporation, or any other legal entity other than an individual, Owner hereby states and certifies that the Owner is authorized by such individual or other entity to bind such individual or entity to this release. This release shall be binding upon the Owner's personal representatives, heirs, successors, and/or assigns. The Owner acknowledges by execution of this release that Owner fully understands these provisions and fully and voluntarily enters into them. This release shall not affect any immunities of the City of Casper pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 et seq., as amended.

6. Construction Term

The Owner shall be allowed two (2) years from the time of consummation of this Agreement to complete the water service line construction and necessary improvements. Should the construction not be completed within this time period, this Agreement shall automatically become null and void.

7. Annexation

The Owner hereby agrees to annex its property to the City upon the request of the City Council, or upon a property owner's petition for the annexation thereof. The Owner and its mortgagee(s) shall execute a commitment to annex its property to the City of Casper on a form acceptable to the City of Casper. The commitment to annex form shall be executed concurrently with this agreement. It shall provide that

the commitment to annex shall be binding upon the Owner and its mortgagee(s), their heirs, successors, and assigns forever, and shall be included in every sale, conveyance or mortgage involving the above-described property. It shall further run with and bind the real property described and set forth in Exhibit "A." This Agreement shall terminate, and be null and void between the parties, and the City shall have the right to terminate all services provided under this Agreement if the Owner fails to annex its property to the City within one (1) year after being requested to do so by the City Council, or within one (1) year after the City Council's approval of a property owner's petition for the annexation thereof.

8. Future Improvements

- a. The Owner agrees to participate in future water system, sewer system, street improvements, sidewalk improvements, street lighting improvements, and other needed municipal improvements on Grey Cloud and Six Mile Roads at the request of the City Council of Casper. The participation may be with the City of Casper, an Improvement and Service District, a Water and Sewer District, or a private developer.
- b. Future design and construction costs include, but are not limited to, planning, design, construction, land acquisition, financing, and legal.
- c. The Owner agrees to and hereby waives any statutory right to protest the commitment to participate in future water system, sewer system, street, sidewalk, street lighting, or other needed municipal system improvements. The Owner further agrees to and hereby waives any statutory right to protest the creation of a Local Assessment District, an Improvement and Service District, or a Water and Sewer District established for the purpose of street, sidewalk, street lighting, or other needed municipal improvements which would encompass his property.
- d. This commitment to participate in future water system, sewer system, street, sidewalk, street lighting, or other municipal improvement design and construction shall be included in every sale, conveyance, or mortgage involving the above described property and shall be binding upon the current owners and mortgagees, and all heirs, successors in interest and assigns. This commitment shall be binding upon and run with the land set forth herein.

9. Discontinuance of Utility Services/Remedies

- a. A utility service provided under this Agreement may be discontinued in accordance with Casper Municipal Code Section 13.03.070, or for any material breach of this Agreement by the Owner.
- b. The remedies in this section are in addition to any other remedies in this Agreement, or which the City may otherwise have at law or equity, and are not a limitation on the same. The Owner further agrees to pay all reasonable attorneys' fees, court

costs, and litigation costs if the City must enforce the provisions of this Agreement in a court of law.

10. General Provisions

- a. Successors, Assigns and Recording: The terms and conditions of this Agreement shall be binding upon the parties hereto, and shall inure to the benefit of all parties hereto and their respective heirs, successors, assigns, and grantees and shall bind and run with the real property and set forth in Exhibit "A" attached hereto, and shall be recorded in the Natrona County real estate records by the City at the Owner's sole cost and expense. The Owner shall not assign this Agreement or otherwise subcontract its duties and responsibilities as set forth in this Agreement without the prior written consent of the City.
- b. Wyoming Governmental Claims Act: The City does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statute Sections 1-39-101, et seq. The City specifically reserves the right to assert any and all immunities, rights, and defenses it may have pursuant to the Wyoming Governmental Claims Act.
- c. Governing Law and Venue: This Agreement, its interpretation and enforcement shall be governed and construed in accordance with the laws of the State of Wyoming. Any litigation regarding this Agreement shall be resolved in a court of competent jurisdiction situated in Natrona County, Wyoming.
- d. Complete Agreement: This Agreement shall constitute the entire understanding and agreement of the parties, and supersedes any prior negotiations, discussions or understandings.
- e. Amendment: No amendment or modification of the terms of this Agreement shall be valid or enforceable unless made in writing and executed by all parties hereto.
- f. Waiver: Failure on the part of either party to enforce any provision of this Agreement, or the waiver thereof, in any instance, shall not be construed as a general waiver or relinquishment on its part of any such provision, but the same shall nevertheless be and remain in full force and effect.
- g. No Third Party Beneficiary Rights: The parties to this Agreement do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to this Agreement, and shall inure solely to the benefit of the parties to this Agreement. The parties to this Agreement intend and expressly agree that only parties signatory to this Agreement shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to

perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.

- h. Severability: If any term of this Agreement is to any extent illegal, otherwise invalid, or incapable of being enforced, such term shall be excluded to the extent of such invalidity or unenforceability; all other terms hereof shall remain in full force and effect; and, to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term. If application of this Severability provision should materially and adversely affect the economic substance of the transactions contemplated hereby, the Party adversely impacted shall be entitled to compensation for such adverse impact, provided the reason for the invalidity or unenforceability of a term is not due to the misconduct by the Party seeking such compensation.

- i. Notices: Notices required or permitted to be given by a Party to the others must be in writing and either delivered in person or sent to the address shown below (or such subsequent address as may be designated by either party in writing) by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt:

Owner Info James P. and Kyra K. Hageman 935C Gray Rocks Road Fort Laramie, Wyoming 82212	City of Casper Attn: Public Services Director 200 North David Casper, Wyoming 82601
---	--

- j. Headings: The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation thereof.

- k. Survival: All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with this Agreement, as well as all continuing obligations indicated in this Agreement, will survive final payment, completion and acceptance of the services and termination or completion of the Agreement.

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

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

EXECUTED the day and year first above written.

APPROVED AS TO FORM:

Walter T...

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation:

Fleur Tremel
City Clerk

Steven K. Freel
Mayor

OWNER:

James P. Hageman

James P. Hageman

OWNER:

Kyra K. Hageman

Kyra K. Hageman

The undersigned mortgagee for James P. Hageman hereby agrees to, consents, and ratifies this agreement.

Date

N/A

MORTGAGEE

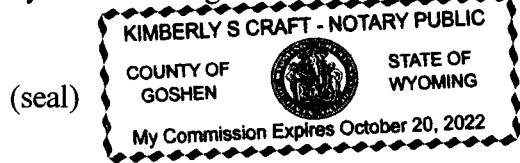
By: _____

Printed Name: _____

Title: _____

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me this 5 day of Aug, 2021,
by James P. Hageman as Owner of 3160 Six Mile Road.

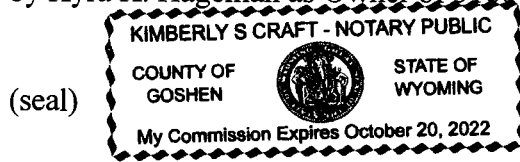


Kimberly S Craft
NOTARY PUBLIC

My commission expires: 10-20-22

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me this 5 day of Aug, 2021,
by Kyra K. Hageman as Owner of 3160 Six Mile Road.



Kimberly S Craft
NOTARY PUBLIC

My commission expires: 10-20-22

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: _____

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me this _____ day of _____, 2021,
by Steven K. Freel as the Mayor of City of Casper, Wyoming, a Wyoming municipal corporation.

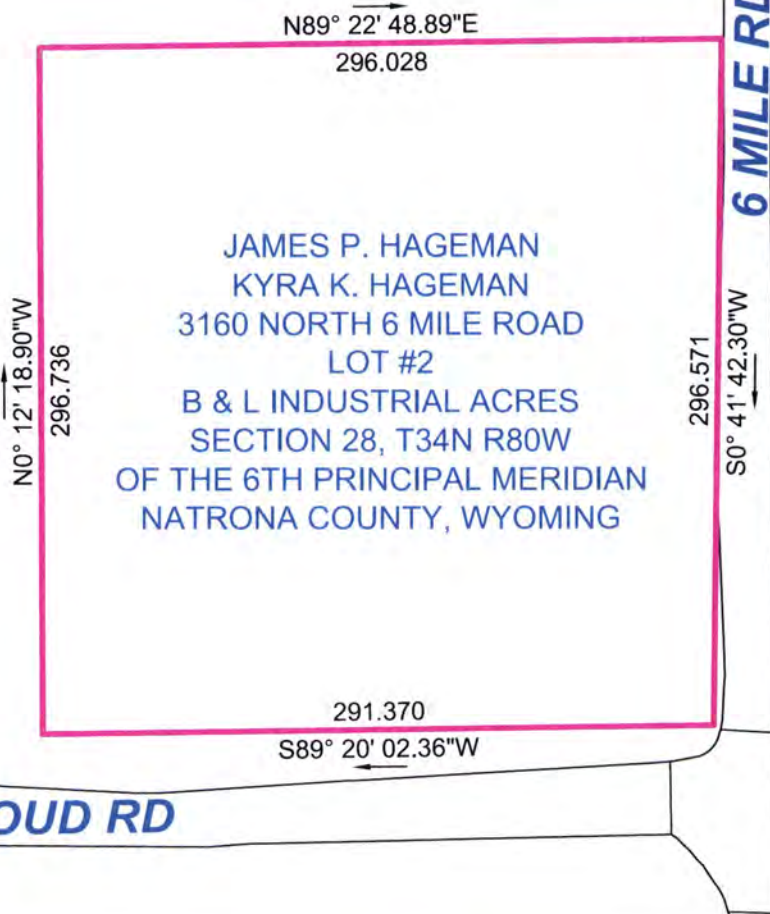
(seal)

NOTARY PUBLIC

My commission expires: _____

VICINITY MAP
NOT TO SCALE

LOCATION MAP EXHIBIT "A"

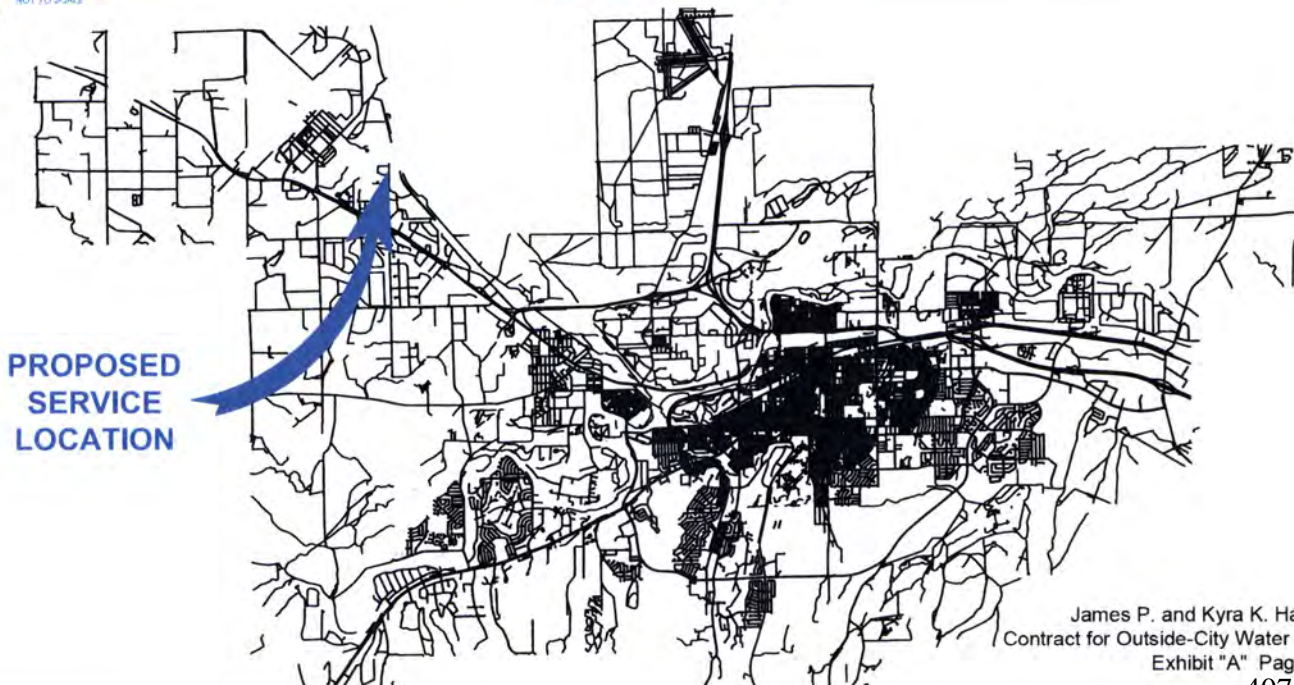


JAMES P. HAGEMAN
KYRA K. HAGEMAN
3160 NORTH 6 MILE ROAD
LOT #2
B & L INDUSTRIAL ACRES
SECTION 28, T34N R80W
OF THE 6TH PRINCIPAL MERIDIAN
NATRONA COUNTY, WYOMING

GREY CLOUD RD

VICINITY MAP
NOT TO SCALE

VICINITY MAP



James P. and Kyra K. Hageman
Contract for Outside-City Water Service
Exhibit "A" Page 1 of 2

12/6/21-2021



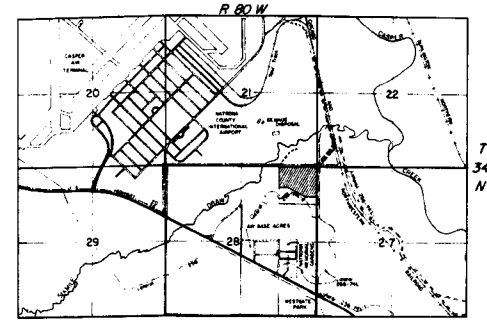
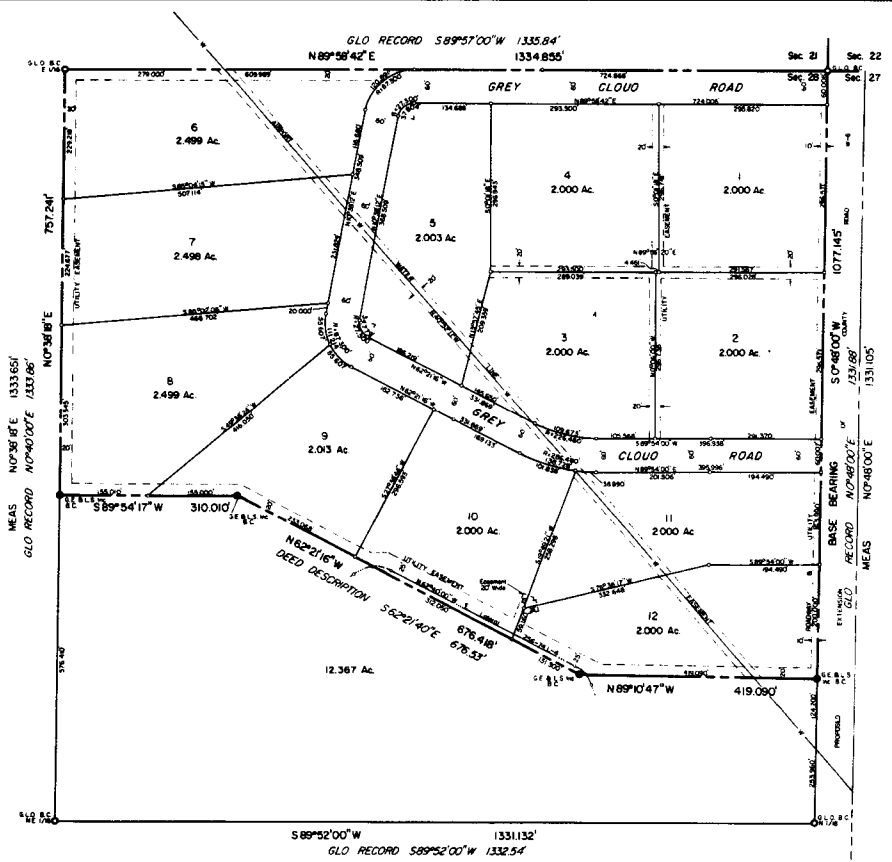
IRON MAIDEN®
U.S.A. DESIGN PATENT 4139248-1979
CANADIAN PATENT 10655728-1979

RD 1977

IRON MAIDEN® SYSTEMS HOUSTON, TEXAS, U.S.A.



B & L INDUSTRIAL ACRES
Sec. 28, T34N, R34W, S55E
No. 207883 Micro 9-934 3/15/77



VICINITY MAP
SCALE 1\"/>

PLAT & SURVEY BY
GLOBAL ENGINEERING & LAND SURVEYING, INC.

Number 2 Eject Drive
1st South Gate
Casper, Wyoming
Job No. - 476-C-1907



- LEGEND AND GENERAL NOTES
- 5/8-inch Rebar with Aluminum Cap appropriately marked.
 - Radius points of curves.
 - Sewer systems shall be private septic tanks for each individual lot. Obtaining domestic water shall be the responsibility of the owner of each lot.
 - There will be no public roadway maintenance. Maintenance shall be the responsibility of "B & L Industrial Acres Property Owners Association, Inc."

PLAT OF
B & L INDUSTRIAL ACRES
BEING A SUBDIVISION OF
A PORTION OF NE 1/4 NE 1/4, SECTION 28
T 34 N, R 34 W of the 6th P.M.
NATRONA COUNTY, WYOMING
SCALE: 1"=100'

Microfilm 9 934

CERTIFICATE OF OWNERS

We, Tom D. Bernard and Violet A. Bernard, husband and wife, and Walter C. Larson and Charlene J. Larson, husband and wife, do hereby certify that we are the owners and proprietors of the foregoing subdivision located in and being a portion of the NE 1/4 NE 1/4, Section 28, T34N, R34W of the 6th Principal Meridian, Natrona County, Wyoming, and that this plat is in accordance with the desires and is with the free consent of the undersigned owners and proprietors of said lands which are more particularly described by metes and bounds as follows:

Beginning at the northeast corner of the NE 1/4 NE 1/4, identical with the northeast corner of said Section 28, which is monumented by a standard General Land Office Brass Cap in its place;
thence along the east line of said NE 1/4 NE 1/4, identical with the east line of said Section 28, and bearing thereon, a distance of 1077.145 feet to the southeasterly corner of the parcel herein described;
thence N89°10'47"W a distance of 419.090 feet to an angle point in the southerly boundary of the parcel herein described;
thence N62°11'16"W a distance of 476.418 feet to an angle point in the southerly boundary of the parcel herein described;
thence S89°54'17"W a distance of 310.010 feet to the southeasterly corner of the parcel herein described, said southeasterly corner being situated on the west line of the NE 1/4 NE 1/4 of said Section 28 from which a standard General Land Office Brass Cap monumenting the NE 1/6 corner, identical with the southwest corner of the NE 1/4 NE 1/4 of Section 28, bears S8°38'18"W (S0°40'W C.L.D. record) a distance of 576.410 feet;
thence along said west line of the NE 1/4 NE 1/4 of Section 28, and westerly boundary of the parcel herein described, a distance of 576.410 feet to a standard General Land Office Brass Cap monumenting the E 1/6 corner, identical with the northerly corner of said NE 1/4 NE 1/4, identical with the northerly corner of the parcel herein described;
thence along the northerly boundary of the parcel herein described, said boundary identical with the north line of said NE 1/4 NE 1/4, identical with the north line of said Section 28, N89°54'17"W (N89°57'1" G.L.D. record) a distance of 1336.855 feet (1335.84 feet C.L.D. record) to the northerly corner and point of beginning of the parcel herein described;
enclosing an area of 28.402 acres more or less.

and as appears on this plat shall be known as "B & L INDUSTRIAL ACRES" a subdivision in Natrona County, Wyoming; said owners, in recording this plat of B & L Industrial Acres, have designated a strip of land as shown on the plat as "Grey Cloud Road" which road is reserved by the undersigned owners for the use and enjoyment of the owners of the lots in the subdivision and for transfer to "B & L Industrial Acres Property Owners Association, Inc.", all in accordance with the "Provisional Covenants" covering the subdivided land and recorded in Natrona County records in Book 112 on Page 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100.

The road so designated is not dedicated by the undersigned owners for use by the general public but is rather dedicated to the common use and enjoyment of the owners of the lots in B & L Industrial Acres and such other persons as provided in the Declaration referred to above. Said Declaration is by this instrument herein incorporated and made a part of this plat as if set forth at length.

The undersigned owners and proprietors of said foregoing subdivision and the lands therein contained, waive and relinquish all rights they may have thereto by virtue of the Homestead Exemption Laws of the State of Wyoming.
Dated at Casper, Wyoming, this 28th day of November, 1977.

Tom D. Bernard Violet A. Bernard
Tom D. Bernard, Husband Violet A. Bernard, Wife
Walter C. Larson Charlene J. Larson
Walter C. Larson, Husband Charlene J. Larson, Wife

STATE OF WYOMING
COUNTY OF NATRONA
The foregoing instrument was acknowledged before me by Tom D. Bernard, Violet A. Bernard, Walter C. Larson, and Charlene J. Larson, this 28th day of November, 1977.

Witness my hand and official seal.
My commission expires: September 27, 1980
Dorothy A. Ryan
Notary Public

APPROVALS
Approved by the board of County Commissioners of Natrona County, Wyoming, by Resolution duly passed on the 1st day of March, 1977.

ATTEST: [Signature] [Signature]
COUNTY CLERK COUNTY PLANNER

Inspected and approved on the 24th day of February, 1977
[Signature]
COUNTY SURVEYOR

Inspected and approved on the 27th day of Jan., 1977
[Signature]
COUNTY HEALTH OFFICER

Inspected and approved on the 27th day of March, 1977
[Signature]
COUNTY CLERK

Filed for record in the Office of the County Clerk of Natrona County, Wyoming, on this 27th day of March, 1977
[Signature]
COUNTY CLERK

527

CERTIFICATE OF SURVEYOR

STATE OF WYOMING)
COUNTY OF NATRONA)
I, C. L. Dowdell, of Casper, Wyoming, do hereby certify that this plat was prepared from notes taken during an actual survey made under my direction during the months of April, July, and August, 1976, and that such plat correctly represents said surveys and the foregoing "B & L INDUSTRIAL ACRES", a subdivision in Natrona County, Wyoming; that all boundaries, lots, and roadway are or shall be well and accurately marked and identified; all dimensions are expressed in feet and decimals thereof and courses referred to the true meridian, that the accuracy of said survey for the exterior boundary of the NE 1/4 NE 1/4 Section 28 was 13670 before adjustment using the Crandall Method of Adjustment; all being true and correct to the best of my knowledge and belief.
The foregoing instrument was acknowledged before me by C. L. Dowdell, this 28th day of November, 1977.
Witness my hand and official seal.

My commission expires: September 27, 1980
C. L. Dowdell
C. L. Dowdell, Surveyor

Dorothy A. Ryan
Notary Public

COMMITMENT TO ANNEX TO THE CITY OF CASPER, WYOMING
(Individual Form)

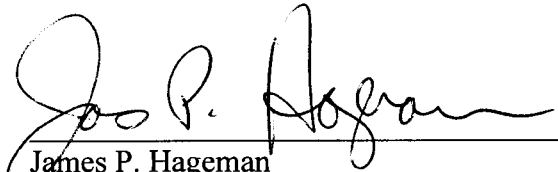
We, James P. and Kyra K. Hageman, respectively the owner(s) of the following described real estate located in Natrona County, to-wit:

**3160 SIX MILE ROAD
CASPER, WYOMING, NATRONA COUNTY
PROPERTY AS DESCRIBED IN EXHIBIT "A" (attached hereto and made
a part of this agreement)**

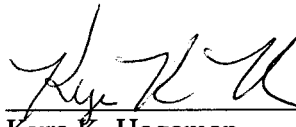
for valuable consideration, the receipt of which is hereby acknowledged, agree and commit to the annexation of the above-described property to the City of Casper, Wyoming at the request of the Casper City Council or on a property owner's petition. The undersigned further waive any statutory or other right to protest any such annexation.

This commitment to annex shall run with and bind the above described real property, and shall be included in every sale, conveyance or mortgage involving the above-described property. This commitment to annex shall be binding upon the Owner(s) and mortgagee, and their heirs, successors, and assigns forever.

8/5/21
Date


James P. Hageman
OWNER

8/5/21
Date


Kyra K. Hageman
OWNER

Date

N/A
MORTGAGEE

By: _____
Name: _____
Title: _____

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me this 5 day of Aug, 2021,
by James P. Hageman as Owner of 3160 Six Mile Road.

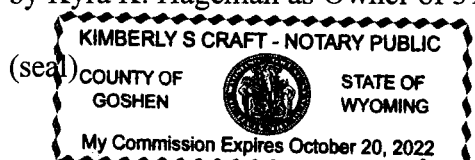


Kimberly S Craft
NOTARY PUBLIC

My commission expires: 10-20-22

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me this 5 day of Aug, 2021,
by Kyra K. Hageman as Owner of 3160 Six Mile Road.



Kimberly S Craft
NOTARY PUBLIC

My commission expires: 10-20-22

STATE OF WYOMING)
) ss. N/A
COUNTY OF NATRONA)

This instrument was acknowledged before me this _____ day of _____,
2021, by _____, as _____ of
_____, MORTGAGEE.

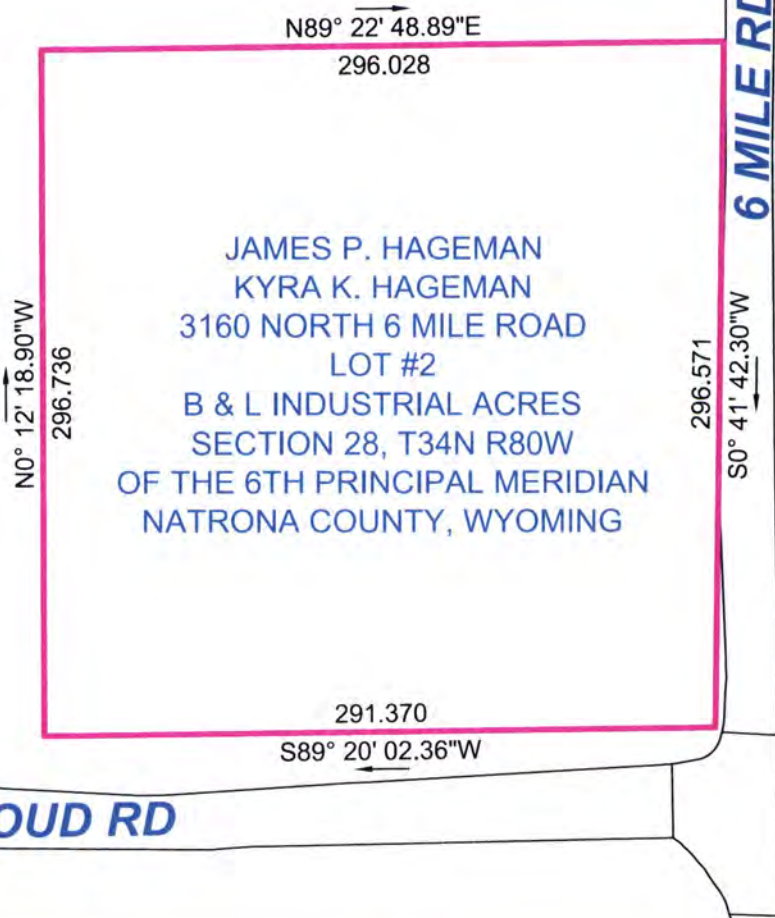
(seal)

NOTARY PUBLIC

My commission expires: _____

VICINITY MAP
NOT TO SCALE

LOCATION MAP EXHIBIT "A"



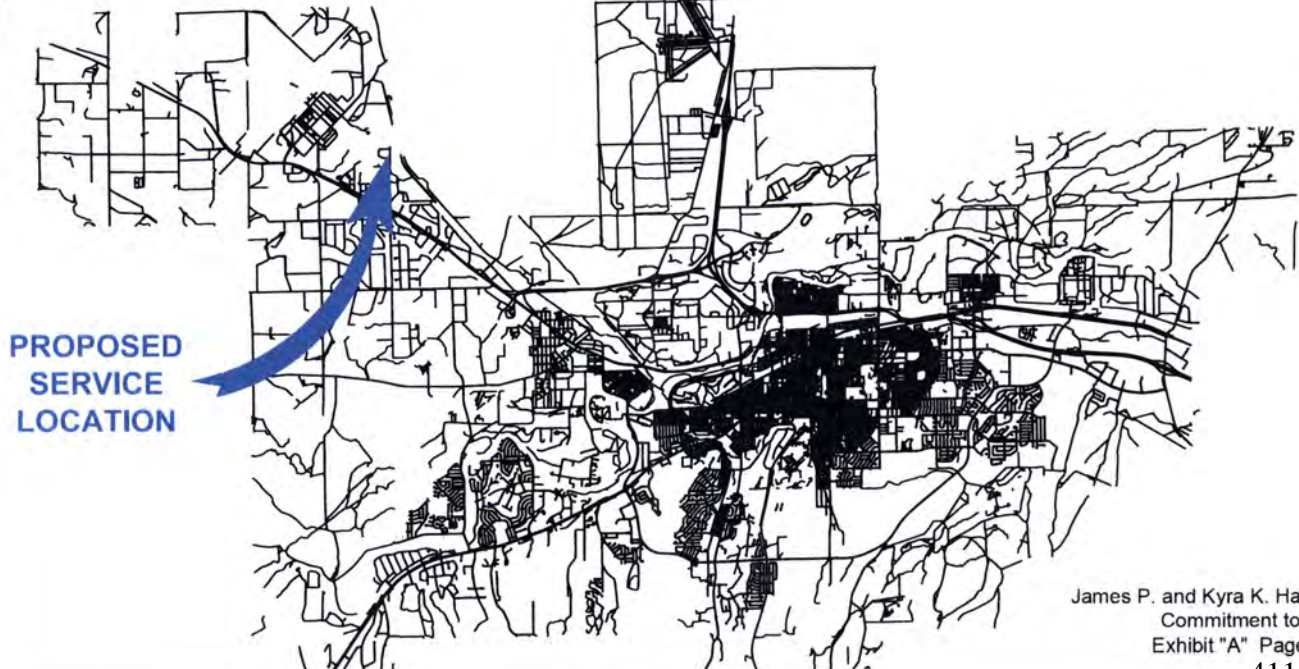
JAMES P. HAGEMAN
KYRA K. HAGEMAN
3160 NORTH 6 MILE ROAD
LOT #2
B & L INDUSTRIAL ACRES
SECTION 28, T34N R80W
OF THE 6TH PRINCIPAL MERIDIAN
NATRONA COUNTY, WYOMING

GREY CLOUD RD

6 MILE RD

VICINITY MAP
NOT TO SCALE

VICINITY MAP



**PROPOSED
SERVICE
LOCATION**

James P. and Kyra K. Hageman
Commitment to Annex
Exhibit "A" Page 1 of 2

T2407-2-1-0021

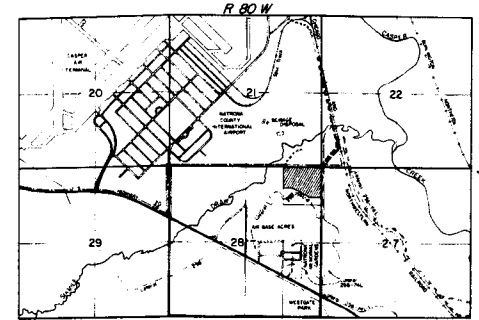
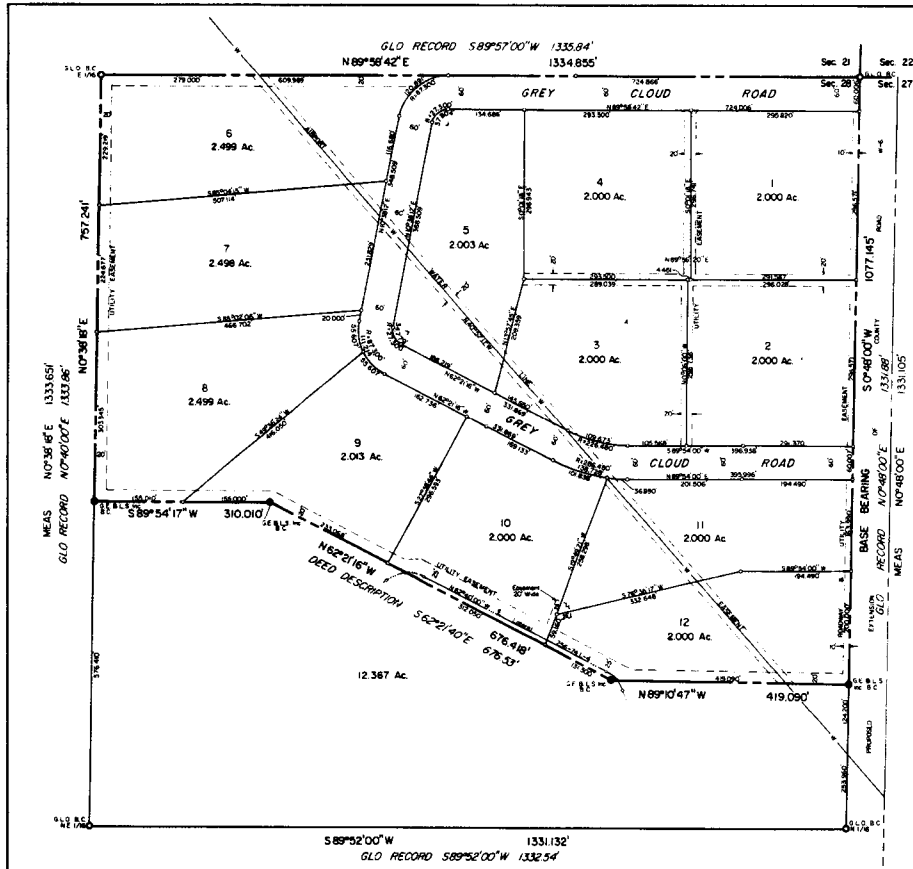


U.S.A. DESIGN PATENT 4139248-1979
CANADIAN PATENT 10855728-1979



RD 1977

IRON MAIDEN SYSTEMS HOUSTON, TEXAS, U.S.A.



VICINITY MAP
SCALE 1"=1000'

PLAT OF SURVEY BY
GLOBAL ENGINEERING & LAND SURVEYING, INC.
Number 2 Eagan Drive Casper, Wyoming
-61 South Gate Jackson, Wyoming
JOB NO. - 878C-2807

LEGEND AND GENERAL NOTES
5/8-inch Neber with Aluminum Cap appropriately marked.
Radius points of curves.
Sewer system shall be private septic tanks for each individual lot.
Obtaining domestic water shall be the responsibility of the owner of each lot.
There will be no public roadway maintenance. Maintenance shall be the responsibility of "B & L Industrial Acres Property Owners Association, Inc."

PLAT OF
B & L INDUSTRIAL ACRES
BEING A SUBDIVISION OF
A PORTION OF NE 1/4 NE 1/4, SECTION 28
T 34 N, R 80 W of the 6th P.M.
NATRONA COUNTY, WYOMING
SCALE: 1"=100'

556
MICROFILM 9 934

CERTIFICATE OF OWNERS
We, Tom D. Bernard and Violet A. Bernard, husband and wife; and Walter C. Larson and Charlene J. Larson, husband and wife, do hereby certify that we are the owners and proprietors of the foregoing subdivision located in and being a portion of the NE 1/4 NE 1/4, Section 28, T34N, R80W of the 6th Principal Meridian, Natrona County, Wyoming, and that this plat is in accordance with the description and with the free consent of the undersigned owners and proprietors of said lands which are more particularly described by metes and bounds as follows:

Beginning at the northeast corner of said Section 28, which is monumented by a standard General Land Office Brass Cap in place;
thence along the east line of said NE 1/4 NE 1/4, identical with the east line of said Section 28, and base bearing of this plat S87°48'00"W a distance of 1077.145 feet to the southeasterly corner of the parcel herein described;
thence S87°10'17"W a distance of 419.090 feet to an angle point in the southerly boundary of the parcel herein described;
thence S62°21'16"W a distance of 476.418 feet to an angle point in the southerly boundary of the parcel herein described;
thence S09°54'17"W a distance of 310.010 feet to the southeasterly corner of the parcel herein described, said southeasterly corner being situate on the west line of the NE 1/4 NE 1/4 of said Section 28 from which a standard General Land Office Brass Cap monumenting the NE 1/4 corner, identical with the southwest corner of the NE 1/4 NE 1/4 of Section 28, bears S07°38'11"W (507°40'W G.L.O. record) a distance of 576.410 feet;
thence along said west line of the NE 1/4 NE 1/4 of Section 28, and westerly boundary of the parcel herein described, bearing S07°38'11"W (W0°40'E G.L.O. record) a distance of 757.241 feet to a standard General Land Office Brass Cap monumenting the SW 1/4 corner, identical with the northwest corner of said NE 1/4 NE 1/4, identical with the northwesterly corner of the parcel herein described;
thence along the northerly boundary of the parcel herein described, said boundary identical with the north line of said NE 1/4 NE 1/4, identical with the north line of said Section 28, bearing N89°52'00"W (N89°52'00"W G.L.O. record) a distance of 1334.855 feet (1335.84 feet G.L.O. record) to the northeasterly corner and point of beginning of the parcel herein described;
enclosing an area of 28.402 acres more or less;

and as appears on this plat shall be known as "B & L INDUSTRIAL ACRES" a subdivision in Natrona County, Wyoming; said owners, in recording this plat of B & L Industrial Acres, have designated a strip of land as shown on the plat as "Grey Cloud Road" which road is reserved by the undersigned owners for the use and enjoyment of the owners of the lots in the subdivision and for transfer to "B & L Industrial Acres Property Owners Association, Inc.", all in accordance with the "Protective Covenants" covering the subdivided land and recorded in Natrona County records in Book 117 on Page 102 on October 5, 1977.

556
The road so designated is not dedicated by the undersigned owners for use by the general public but is rather dedicated to the common use and enjoyment of the owners of the lots in B & L Industrial Acres and such other persons as provided in the Declaration referred to above. Said Declaration is by this reference herein incorporated and made a part of this plat as if set forth at length.
The undersigned owners and proprietors of said foregoing subdivision and the lands therein contained, waive and relinquish all rights they may have thereto by virtue of the Homestead Exemption Laws of the State of Wyoming.
Dated at Casper, Wyoming, this 28th day of November, 1978.

Tom D. Bernard, Violet A. Bernard, Wife
Walter C. Larson, Charlene J. Larson, Wife
Walter C. Larson, Charlene J. Larson
Walter C. Larson, Husband
Charlene J. Larson, Wife

STATE OF WYOMING)
COUNTY OF NATRONA)
The foregoing instrument was acknowledged before me by Tom D. Bernard, Violet A. Bernard, Walter C. Larson, and Charlene J. Larson, this 28th day of November, 1978.

Witness my hand and official seal.
My commission expires: September 27, 1980
Dorothy A. Ryan, Notary Public

James P. and Kyra K. Hageman
Commitment to Annex
Exhibit "A" Page 2 of 2

APPROVALS
Approved by the board of County Commissioners of Natrona County, Wyoming, by Resolution duly passed on the 14th day of March, 1978.
ATTEST: John P. Brundage, Chairman of the Board
County Clerk
Inspected and approved on the 21st day of January, 1978
Inspected and approved on the 21st day of June, 1977
Inspected and approved on the 17th day of March, 1978
Filed for record in the office of the County Clerk of Natrona County, Wyoming, on this 17th day of March, 1978

557
STATE OF WYOMING)
COUNTY OF NATRONA)
I, C. L. Doudell, of Casper, Wyoming, do hereby certify that this plat was prepared from notes taken during an actual survey made under my direction during the months of April, July, and August, 1976, and that such plat correctly represents said surveys and the foregoing "B & L INDUSTRIAL ACRES", a subdivision in Natrona County, Wyoming; that all boundaries, lots, and roadway are or shall be well and accurately marked and identified; all dimensions are expressed in feet and of the NE 1/4 NE 1/4 of Section 28 west 1336716 before adjustment using the Crandall method of adjustment; all being true and correct to the best of my knowledge and belief.
Wyoming Registration No. 522 Land Surveyor.
The foregoing instrument was acknowledged before me by C. L. Doudell, this 28th day of November, 1978.
Witness my hand and official seal.
My commission expires: September 27, 1980

CERTIFICATE OF SURVEYOR
C. L. Doudell, Surveyor
Dorothy A. Ryan, Notary Public

RESOLUTION NO. 21-118

A RESOLUTION AUTHORIZING A CONTRACT FOR OUTSIDE-CITY WATER SERVICE WITH JAMES P. AND KYRA K. HAGEMAN.

WHEREAS, James P. and Kyra K. Hageman have requested outside-City water service from the City of Casper for Lot 2 of the B&L Industrial Acres Subdivision, a portion of the NE1/4 NE1/4 of Section 28, Township 34 North, Range 80 West of the 6th P.M., in Natrona County, Wyoming, with an address of 3160 Six Mile, Casper, Wyoming 82604; and,

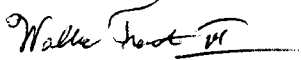
WHEREAS, a contract for providing such water service has been proposed containing obligations concerning all parties; and,

WHEREAS, such contract is deemed to be in the best interest of the City of Casper.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a Contract for Outside-City Water Service with James P. and Kyra K. Hageman, 3160 Six Mile Road, Casper, Wyoming 82604.

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2021.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Steven K. Freel
Mayor

August 10, 2021

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

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

SUBJECT: A Resolution Authorizing Telecommunications Right of Way Use Agreement between Advanced Communications Technology, Inc. (DBA RANGE), and the City of Casper, Wyoming.

Meeting Type & Date

August 17, 2021

Regular Council Meeting

Action type

Resolution.

Recommendation

That Council approve, a proposed Resolution granting a Telecommunications Right of Way Use Agreement (“Agreement”) between Advanced Communications Technology, Inc. (DBA RANGE), and the City of Casper, Wyoming.

Summary

RANGE desires to install raceway to provide and maintain a fiber-optic communications system on the City’s public right-of-ways (Streets). Currently, the number and scope of locations for the fiber optic facilities are quite limited, and a traditional franchise agreement based on gross revenue would be impractical for both parties. The proposed Agreement compensates the City for the use of its rights-of-way, protects public health and safety, and allows RANGE to provide fiber-optic service to its clients in the City of Casper. The Agreement is designed to allow for further expansion of RANGE’s facilities as necessary at established rates. If and when RANGE chooses to provide service to a much larger client base, the City and RANGE could replace this Agreement with full franchise similar to other the franchises with other telecommunication entities in the City.

Financial Considerations

RANGE will pay the City: (1) an initial installation fee of one dollar and fifty-two cents (\$1.52) per lineal foot of raceway installed; (2) an additional installation fee of one dollar and fifty-two cents (\$1.52) per foot for every subsequent conduit or raceway associated with any additional Facilities Location Map, and (3) twelve cents (\$.12) per foot fee for each foot of City street encumbered by RANGE beginning the first day of January following the initial installation. The twelve cent (\$.12) per foot fee will increase and compound by 2.9% per year for the term of the Agreement.

Oversight/Project Responsibility

City Attorney's Office: Document drafting

Financial Services: Fees/accounts receivable

Public Service: Coordination and permitting work in City right of way.

Attachments

Telecommunications Right of Way Use Agreement between Advanced Communications Technology, Inc. (DBA RANGE), and the City of Casper, Wyoming.

1

**TELECOMMUNICATIONS RIGHT OF WAY USE AGREEMENT
BETWEEN ADVANCED COMMUNICATIONS TECHNOLOGY, INC.
(DBA RANGE), AND THE CITY OF CASPER, WYOMING**

WHEREAS, the governing body of the City of Casper may perform all acts in relation to the concerns of the City necessary to the exercise of its corporate powers; including adopting ordinances, resolutions, and regulations, necessary for the health safety and welfare of the City; and,

WHEREAS, Advanced Communications Technology, Inc., (d/b/a Range) desires to install conduit to maintain a fiber-optic communications system on the City's public right-of-ways (Streets); and,

WHEREAS, the terms between the parties are set forth in this Telecommunications Right of Way Use Agreement and as set out below.

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

- 1. Parties.** The parties to this Agreement are Advanced Communications Technology, Inc., dba Range, ("Company"), whose address is P.O. Box 7039, Sheridan, Wyoming 82801; and the City of Casper, Natrona County, Wyoming, a municipal corporation, ("City"), whose address is 200 North David Street, Casper, Wyoming 82601.
- 2. 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 with tracking numbers), or by facsimile with correct answerback received, and will be effective upon receipt:

The City of Casper, Wyoming
Attn: City Attorney's Office
200 N. David Street
Casper, WY 82601
307-235-7504
Fax: 307-235-7506

Advanced Communications Technology, Inc.
Attn: General Manager
P.O. Box 7039
Sheridan, WY 82801
Fax: 307-673-0911

3. **Purpose of Contract.** To permit Company limited use of the public right-of-way (Streets) for the installation of conduit to maintain a fiber optic communications system. For the purpose of this Agreement only, the terms below are defined as follows:
 - A. The term “City” means the City of Casper, Wyoming, a municipal corporation organized under the laws of the State of Wyoming.
 - B. The term “Company” means the entity described above which is authorized to do business in the State of Wyoming.
 - C. The term “Facilities” means the construction and installation of conduits or raceways for fiber optic communications systems at locations specifically described in Exhibit A, which is attached and made part of this Agreement.
 - D. The term “Sidewalk” means any portion of a street between the curblineline and the adjacent property line intended for the use of pedestrians.
 - E. The term “Street” means public streets, avenues, boulevards, highways, roads, alleys, lanes, viaducts, bridges and the approaches thereto and all other public ways in the City.
4. **Location of Facilities.** The specific area where the fiber optic communication systems Facilities will be installed is described in the Facilities Location Map, Exhibit A, which is attached hereto and made part of this Agreement.
5. **Term of Contract and Required Approvals.** This Agreement is effective when all parties have executed it and all required approvals have been granted. The term of the Agreement is five (5) years from the date of execution. At the expiration of the initial term, this Agreement will automatically renew for successive five (5) year terms unless either party provides written notice of its intent to terminate this Agreement at least thirty (30) days prior to the expiration of the current term.
6. **Payments.**
 - A. The Company agrees to pay the City an initial installation fee of one dollar and fifty-two cents (\$1.52) per foot, as more fully described in Exhibit B. The Company agrees to pay an additional installation fee of one dollar and fifty-two cents (\$1.52) per foot for every subsequent conduit or raceway associated with any additional Facilities Location Map. The Company agrees to pay an annual twelve cents (\$.12) per foot fee for each foot of City Street encumbered by the Company beginning the first day of January following the initial installation. The twelve cent (\$.12) per foot fee shall increase and compound by 2.9% per year, for the term of the Agreement; including any extensions, as further detailed in the attached Exhibit C.
 - B. **Late Payments.** If any payment due quarterly is not received within thirty (30) days from the end of the calendar quarter, the Company shall pay interest in the amount of 1.5% per month compounded daily, calculated from the date that payment was originally due until the date the City receives the payment.

- C. **Underpayments.** If a net Company underpayment is discovered as a result of an audit, the Company shall pay interest at the rate of eight percent (8%) per annum, compounded quarterly, calculated from the date each portion of the underpayment was originally due until the date the Company remits the underpayment to the City.
- D. **No accord and Satisfaction.** No acceptance of any payment shall be construed as an accord and satisfaction by the City that the amount paid is, in fact, the correct amount, nor shall any acceptance of payments be construed as a release of any claim the City may have for additional sums payable or for the performance of any other obligation of the Company.
- E. **Final Payment Upon Termination/Financial Statements.** If this Agreement terminates for any reason, any amounts owed to the City are due within (30) thirty days.

7. Plan, Design, Construction and Installation of Company's Facilities.

- A. The Company's Facilities shall be located, constructed and maintained so that none of its Facilities shall endanger the lives or property of the City or its citizens; or interfere with any improvements the City; or hinder or obstruct the free use of Streets by the public.
- B. The Company agrees and understands in the event the City determines it is necessary to make public improvements in or upon any City Street(s) or City land, including but not limited to, altering the grade of any Street(s), the City shall provide reasonable notice to the Company per Section 9.A of this Agreement, and the Company shall, at its own expense, abandon in place, or remove and relocate its Facilities and restore the Street(s) in accordance with standards for such work set by City Code and by the City Manager, or his/her designee. The Company shall not place fixtures that interfere with any other utility. The Company agrees that the City Manager, or his/her designee, may, solely in his/her discretion, limit the time period during which the Company may construct, locate, repair or maintain its Facilities in arterial Streets. Nothing in this section is intended nor should be construed to prevent the Company from performing necessary repairs in the event of an emergency. In the event of Street(s) closure, notice shall be given to the City Manager, or his/her designee immediately.
- C. The Company shall notify the City Manager, or his/her designee, of all substantial repairs or replacement of existing Facilities including repairs or replacement within or under unimproved or future City Streets. In addition, the Company shall, at its own expense, provide the City with a plan for significant repairs or replacement of existing Facilities including repairs within or under unimproved or future City Streets at least thirty (30) days prior to commencement of the repair or replacement.
- D. The Company shall, prior to commencing construction work in any Streets other public places, apply for a permit from the City. The Company will abide by all applicable ordinances, rules, regulations and requirements of the City consistent with applicable

law, and the City may inspect the manner of such work and require remedies as may be necessary to assure compliance. The Company shall obtain excavation permits for Streets, regardless of surfacing types, and traffic control permits for all Streets, and shall not unnecessarily obstruct the use of any Street. All mains, services, and pipes laid or installed under this Agreement shall be so located and placed as not to obstruct or interfere with any water pipes, drains, sewers or other structures already installed, and all such mains, services and pipes shall be installed subject to approval of the City Manager, or his/her designee. Notwithstanding the foregoing, the Company shall not be obligated to obtain a permit to perform emergency repairs.

- E.** To the extent practical and consistent with any permit issued by the City, all Facilities shall be located so as to cause minimum interference with City Streets and shall be constructed, installed, maintained, renovated or replaced in accordance with applicable rules, ordinances and regulations of the City, as they may be amended from time to time.
- F.** The Company, in doing any work in connection with its Facilities, shall avoid, so far as practicable, interfering with the use of any Street or public place, and where the paving or surface of any Street, is disturbed, The Company, at its own expense and in a manner satisfactory to the City Manager, or his/her designee, shall replace such paving or surface in accordance with the City of Casper's Standard Specifications for Street Construction in the Casper Municipal Code, the standards for such work set by the City Manager, or his/her designee, and any other applicable rules, ordinances and regulations, as they may be amended from time to time.
- G.** Paved Streets shall be bored or drilled when crossed under the ground by Company's Facilities so that the City's paved Streets will not be unnecessarily damaged. The City Manager, or his/her designee, in his/her sole discretion, may allow other construction methods when it is found that drilling or boring is unreasonable and will not provide a sufficient public benefit for the cost.
- H.** If, during the course of work on its Facilities, the Company causes damage to or alters the Street or other public property, the Company shall replace and restore such Street or public property at the Company's expense to a condition equal to or better than the condition that existed immediately prior to such damage or alteration.
- I.** The City Manager, or his/her designee, has the discretion to authorize the excavation of City Streets subject to reasonable conditions and requirements of the City. All excavation shall be performed in a manner that creates the least inconvenience to the public, and in accordance with permits and manuals issued by the City. In doing any work in connection with said mains, pipes and services, the Company shall avoid, so far as practicable, interfering with the use of any Street, alley or public place.
- J.** All Facilities constructed under this Agreement shall be used, constructed and maintained in accordance with applicable law, codes and regulations. The Company

shall comply with the Casper Municipal Code, Title 12 – Streets, Sidewalks and Public Places, as amended and in its entirety.

- K.** The Company understands and agrees that the Company may provide a representative to observe work by the City and others in the vicinity of the Company's Facilities; however, the inability of the Company to provide an inspector shall not preclude the City, its contractors, agents, permittees, or employees from working in the vicinity of the Company's Facilities.
- L.** Nothing in this Agreement shall be construed to prevent the City from constructing, maintaining, repairing, or relocating its sewers, Streets, water mains, Sidewalks, or other public property.
- M.** The Company shall not attach to, or otherwise use or commit to use, any pole owned by City until a separate pole attachment agreement has been executed by the parties.
- N.** This Agreement does not establish priority for use of Streets over holders of other permits or franchises; it grants no vested interest in occupying any particular position in the Streets. The City shall control distribution of space in the Street, but may not exercise that authority unreasonably. No location of any of the Facilities shall give rise to a vested interest in public property.
- O.** The Company shall comply with the Wyoming underground Facilities Notification Act, Wyoming Statutes §§ 37-12-301 through 37-12-307 (2017), as it may be amended from time to time.
- P.** The Company shall provide at no cost to the City as-built maps to the City Manager, or his/her designee, within ninety (90) days of the completion of any conduit installation and shall perform the work required to locate its System. All maps shall be presented digitally either in an AutoCAD and GIS Compatible format. All data shall be layered to allow for identification of disparate systems, for example fiber vaults from conduit raceways. All data shall be attributed; recommended attributes could include raceway number, fiber vault identification numbers, and installation year. All data presented shall be in a format adopted by the City of Casper, currently NAD_1983_2011_StatePlane_Wyoming_E_Central_FIPS_4902_Ft_US, and as may be amended from time to time.
- Q.** The Company agrees and understands that this Agreement is not a franchise agreement. Its terms are limited to the installation and operation of Facilities described in Exhibit A, and any amendments authorized by the City.
- R.** The Company agrees and understands that when working in any City Street, the Company shall comply with the current City of Casper Code including, but not limited to the Casper Municipal Code.
- S.** The Company shall submit new construction designs to the City Manager, or his/her designee, for approval. The Company may not direct bury fiber optic cables unless

prior written approval is received from the City Manager, or his/her designee. Once the Company has installed raceways, then the Company may pull/install unlimited fiber pairs within one or more of the raceways.

- T. The Company shall lease available inner ducts or raceways to other entities for a reasonable annual fee, not to exceed ten percent (10%) of the Company's construction cost of the raceway. The City shall have an option to lease an inner duct for municipal and governmental purposes, at any time that there are inner ducts available. During the term of the Agreement, the City shall have a continuing right of first refusal for the final inner duct/raceway. Within thirty (30) days after receipt of Company's written notice, the City shall either elect to lease the final inner duct/raceway upon the terms presented or decline.
- U. The Company shall pay the appropriate compensation for any installation in accordance with Section 6. Payments, of this Agreement and receive design approval from the City Manager, or his/her designee, before commencing work.
- V. Company shall install additional fiber optic communication systems Facilities, with the approval of the City Manager, or his/her designee, under and along additional Streets within the City, by submitting a written amendment to this Agreement, a revised Facilities Location Map, and the appropriate compensation.

8. Responsibilities of City.

- A. The City shall grant the Company limited permission to install fiber optic communication systems Facilities along and within the Street in the City of Casper, Wyoming. The area where the fiber optic communication systems Facilities will be installed is more fully described in Exhibit A.
- B. The City shall comply with its obligations under Wyoming Underground Facilities Notification Act, WYO. STAT. §§ 37-12-301 through 37-12-307 (2017).
- C. The City shall be responsible for all costs related to the installation of its fiber into the Company inner duct available for City use and shall pay the Company the same lease rate the City charges for lease of City owned inner ducts in its raceways.

9. Relocation of Facilities and Discontinuing Use/Abandonment.

A. Relocation of Company Facilities.

- i. The Company shall protect, support, adjust, raise, lower, temporarily disconnect, relocate, or remove any Company Facilities, property or equipment located in a Street when required by the City consistent with its police powers or when reasonable public convenience requires such change (for example, without limitation, by reason of traffic conditions, public safety, Street vacation, Street construction, change or establishment of Street grade, installation of sewers, drains, gas or water pipes, or any other types of structures or improvements by the City for

public purposes, but excluding projects undertaken for beautification or aesthetics). Such work shall be performed at Company's expense. Except during an emergency, the City shall provide reasonable notice to Company of its need to relocate that is commensurate with the complexity of the project, but in all events never less than sixty (60) days, and allow the Company an opportunity to perform such action. Following notice by the City, the Company shall relocate, remove, replace, modify or disconnect any of its Facilities or equipment within any Street, or on any other property of the City. If the City requires Company to relocate its Facilities located within the Street, the City shall provide the Company with an alternative location within the Street where practical.

- ii. Excluding circumstances or events outside of its reasonable control, if the Company fails to complete this work within the time prescribed to the City's satisfaction, the City may cause such work to be done at the Company's cost; and provided further that the City shall not be liable for any damage to any portion of the System except to the extent caused by the negligence of the City or its contractor. Within thirty (30) days of receipt of an itemized list of those costs, the Company shall pay the City.

B. Relocation for a Third Party. The Company shall, at the request of any person or entity holding a lawful permit issued by the City, protect, support, adjust, raise, lower, temporarily disconnect, relocate or remove any Company Facilities, property or equipment located in the Street, provided that the cost of such action is borne by the person requesting it and the Company is given advance written notice of not less than sixty (60) days. In such situation, the Company may also require advance payment by the benefited person or entity.

C. Temporary Changes for Other Permittees. At the request of any person or entity holding a valid permit upon reasonable advance notice, the Company shall temporarily raise, lower or remove its Facilities, property or equipment as necessary to permit the moving of a building, vehicle, equipment or other item. The expense of such temporary changes must be paid by the permit holder, and the Company may require a reasonable deposit of the estimated payment in advance.

D. Alternatives to Relocation. The Company may, after receipt of written notice requesting a relocation of Facilities, submit to the City written alternatives to such relocation. Such alternatives shall include the use and operation of temporary transmitting Facilities in adjacent Streets. The City shall promptly evaluate such alternatives and advise the Company in writing if one or more of the alternatives are suitable. If requested by the City, the Company shall promptly submit additional information to assist the City in making such evaluation. The City shall give each alternative proposed by the Company full and fair consideration. In the event the City ultimately determines that there is no other reasonable alternative, the Company shall relocate the Facilities as otherwise provided herein.

E. Discontinuing Use/Abandonment of System Facilities. Whenever the Company intends to discontinue using any Facilities in the Streets, the Company shall submit for the City's approval a complete description of the Facilities and the date on which the Company intends to discontinue using the Facilities. The Company may remove the Facilities or request that the City permit it to remain in place and to convey same to City through a letter of abandonment or bill of sale. The City may require the Company to perform a combination of abandonment, modification or removal of the Facilities upon a reasonable schedule set by the City. Until such time as the Company abandons, removes or modifies the Facilities, as directed by the City, the Company shall be responsible for all necessary repairs and relocations of the Facilities, as well as maintenance of the Street, in the same manner and degree as if the Facilities were in active use, and the Company shall retain all liability for such Facilities during such time. If the Company abandons its Facilities, the City may choose to use such Facilities for any purpose whatsoever including, but not limited to, access purposes.

10. 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 and signed by all parties to this Agreement.

B. Applicable Law/Venue. The construction, interpretation, and enforcement of this Agreement shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties, and the venue shall be the Seventh Judicial District, Natrona County, Wyoming. The parties intend and agree that the City does not waive governmental immunity by entering into this Agreement and specifically retains governmental immunity and all defenses available to them pursuant to Wyoming Statutes § 1-39-101 *et. seq.*, and all other applicable law.

C. Assignment/Agreement Not Used as Collateral. Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this Agreement without the prior written consent of the other party. The Company shall not use this Agreement, or any portion thereof for collateral for any financial obligation without prior written permission of the City.

D. Records Inspection. The City shall have the right to audit records pertinent to the Agreement to ensure compliance with this Agreement. The City shall give reasonable written notice of its intent to audit. It is the Company's responsibility to collect and to make available to the City for copying, at the Company's local office, all records upon which payment is required. If a City review of payments shows that the Company has underpaid the fees by: (i) three percent (3%) or less for the year, the City shall bear the cost of the audit; (ii) more than three percent (3%) but less than or equal to five percent (5%) for the year, the City and the Company shall each bear an equal amount of the

cost of the audit; or (iii) more than five percent (5%) for the year, the Company shall bear the cost of the audit.

- E. City Regulatory Authority.** In addition to the provision herein contained, the City reserves the right to adopt such additional ordinances and regulations as may be deemed necessary in the exercise of its police power for the protection of the health, safety and welfare of its citizens and their properties, and exercise any other rights, powers, or duties required or authorized, under the Constitution of the State of Wyoming, the laws of the State of Wyoming or City ordinance.
- F. Certificate of Good Standing.** The Company shall provide a Certificate of Good Standing verifying compliance with the unemployment insurance and workers' compensation programs before performing work under this Agreement.
- G. Compliance with Laws.** The Company shall keep informed of and comply with all applicable federal, state, and local laws and regulations in the performance of this Agreement.
- H. Entirety of Agreement.** This Agreement consists of 16 pages, and Exhibits and represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.
- I. 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, 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 reasonable steps to minimize delays. This provision shall not be effective unless the failure to perform is beyond the control and without fault or negligence of the nonperforming party.
- J. Indemnification.**

 - i. General Indemnification.** The Company shall indemnify, defend and hold harmless, the City, its officers, elected and appointed officials, employees, agents and volunteers, from any action or claim for injury, death, damage, loss, liability, cost or expense, including court appeal costs and reasonable attorney's fees or reasonable expenses, arising from any casualty or accident to person or property, including, without limitation, copyright infringement, defamation, and all other damages in any way arising out of, or by reason of, any construction, excavation, operation, maintenance, or any other act done under this Agreement, by or for the Company its agents, or its employees, or by reason of any neglect or omission of the Company. The Company shall consult and cooperate with the City while conducting its defense of the City.

- ii. *Indemnification for Relocation.* The Company shall indemnify the City for any damages, claims, additional costs or reasonable expenses assessed against, or payable by, the City arising out of, or resulting from, directly or indirectly, the Company's failure to remove, adjust or relocate any of its Facilities in the Streets in a timely manner in accordance with this Agreement.
- iii. *Hazardous Substances Indemnification.* The Company shall indemnify the City against any claims, costs and expenses of any kind, whether direct or indirect, incurred by the City arising out of a release of hazardous substances (as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9601 *et seq.*) caused by the System.

K. Independent Contractor. The Company shall function as an independent contractor for purposes of this Agreement and shall not be considered an employee of the City for any purpose. The Company shall assume sole responsibility for any debts or liabilities that may be incurred by the Company in fulfilling the terms of this Agreement and shall be solely responsible for 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 Company or its agents and/or employees to act as an agent or representative for or on behalf of the City or to incur any obligation of any kind on the behalf of the City. The Company agrees that no health/hospitalization benefits, workers' compensation, and/or similar benefits available to City employees will inure to the benefit of the Company or the Company's agents and/or employees as a result of this Agreement.

L. Notices. All notices arising out of, or from, the provisions of this Agreement shall be required or permitted to be given by a Party to the other Party must be in writing and either delivered in person or sent to the address shown in Section 2 of this Agreement, (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 with a tracking number), or by facsimile with correct answerback received, and will be effective upon receipt.

M. Notice and Approval of Proposed Sale or Transfer of the Company. The Company shall provide the City with the earliest possible advance notice of any proposed sale or transfer or any proposed merger or consolidation of the assets of the Company. Such notice shall be provided in accordance with the notices provision of this Agreement. If the City determines that the proposed merger, consolidation, sale or transfer of assets is not consistent with the continued satisfactory performance of the Company's obligations under this Agreement, then the City may, at its option, terminate or renegotiate this Agreement.

N. Ownership of drawings. The Company and the City shall have joint ownership of the drawings resulting from performance of this Agreement.

O. Patent or Copyright Protection. The Company recognizes that certain proprietary matters or techniques may be subject to patent, trademark, copyright, license, or other similar restrictions and warrants that no work performed by the Company or its subcontractors will violate any such restriction. The Company shall defend and indemnify the City for any violation or alleged violation of such patent, trademark, copyright, license, or other restrictions.

P. Insurance Requirements. Prior to the commencement of any work, the Company shall procure and maintain for the duration of the contract insurance against claims for injuries to persons, death or damages to property which may arise from or in connection with the performance of the work hereunder by the Company, its subcontractors, agents, representatives, or employees:

i. *Minimum Scope and Limit of Insurance.*

Coverage shall be at least as broad as:

- a. Commercial General Liability (CGL): On an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal and 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.
- b. Automobile Liability: Covering, Code 1 (any auto), or if the Company has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than Five Hundred Thousand Dollars (\$500,000) per accident for bodily injury and property damage.
- c. Workers’ Compensation: as required by the State of Wyoming with Statutory Limits. The Workers’ Compensation policy shall be endorsed to contain Employers Liability/Stop Gap Coverage.
- d. Professional Liability (Errors and Omissions) Insurance appropriate to the Company’s profession, with limit no less than the sum of One Million Dollars (\$1,000,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Two Million Dollars (\$2,000,000) for all claims arising out of a single transaction or occurrence.
- e. The parties recognize that the minimum insurance coverage limits are consistent with the amounts for which the City may be liable under the Wyoming Governmental Claims Act, W.S. §1-39-101 *et. seq.* If the

Wyoming Legislature increases the amounts for which the City is liable under the Wyoming Governmental Claims Act, W.S. §1-39-101 *et. seq.*, the Company shall increase its insurance coverage in accordance with the new limits for which the City may be liable.

ii. ***Higher Limits.*** If the Company maintains higher limits than required under this Agreement, then the City shall be entitled to coverage for the higher limits maintained by the Company. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

iii. ***Other Insurance Provisions.***

The insurance policies are to contain, or be endorsed to contain, the following provisions:

- a. ***Additional Insured Status.*** The City, its officers, elected and appointed officials, employees, agents and volunteers are to be included as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Company 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 Company's insurance.
- b. ***Primary Coverage.*** For any claims related to this contract, the Company's insurance coverage shall be primary and non-contributory insurance as respects the City, its officers, elected and appointed officials, employees, agents and volunteers.
- c. ***Waiver of Subrogation.*** The Company grants to the City a waiver of any right to subrogation which Commercial General and Auto Liability of the Company may acquire against the City by virtue of the payment of any loss under such insurance, for losses caused by and to the extent of the Company's negligence. The Company 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.
- d. ***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.
- e. ***Claims Made Policies.*** If any of the required policies provide coverage on a claims made basis:

- I. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - II. Insurance must be maintained and evidence of insurance must be provided *for at least three (3) years after completion of this Agreement*. However, the Company's liabilities under this Contract shall not be deemed limited in any way by the insurance coverage required.
 - III. 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 Company must purchase "extended reporting" coverage for a minimum of *three (3) years* after completion of contract work and at all times thereafter until the applicable statute of limitations runs.
- f. *Verification of Coverage*. The Company shall furnish the City with a Memorandum of Insurance coverage required by this clause. However, failure to obtain the required documents prior to the work beginning shall not waive the Company's obligation to provide them.
 - g. *Subcontractors*. The Company shall require and verify that all subcontractors maintain insurance appropriate for the work being performed and the Company shall ensure that the City is an additional insured on insurance required from subcontractors.
 - h. *Special Risks or Circumstances*. The 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.
- Q. 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 serious misconduct by the Party seeking such compensation.
- R. Governmental Claims Act.** The City does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, W.S. § 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.

S. Taxes. The Company 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 tax.

T. Termination of Agreement. This Agreement may be terminated immediately for cause if the Company fails to perform in accordance with the terms of this Agreement. The parties agree that upon termination of the Agreement all Facilities in City Streets become property of the City.

U. 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.

V. No Waiver of Rights. Neither the City nor the Company shall be excused from complying with any of the terms and conditions contained herein by any failure of the other, or any of its officers, employees, or agents, upon any one or more occasions to insist upon or to seek compliance with any such terms and conditions. Each party expressly reserves any and all rights, remedies, and arguments it may have at law or equity, without limitation, and to argue, assert, and/or take any position as to the legality or appropriateness of any provision in this Agreement that is inconsistent with state or federal law, as may be amended.

W. Noncompliance; Claims under the Agreement.

- i.** In the event that the City believes that the Company has not complied with the terms of the Agreement, the City Manager, or his/her designee, shall informally discuss the matter with the Company. If these discussions do not lead to resolution of the problem, the City shall notify the Company in writing of the exact nature of the alleged noncompliance.
- ii.** The Company shall have thirty (30) days from receipt of the written notice described in the previous paragraph to either respond to the City, contesting the assertion of noncompliance and requesting a public hearing of same, or otherwise initiate reasonable steps to remedy the asserted noncompliance issue, notifying the City of the steps being taken and the projected date that they will be completed. A public hearing shall be held within sixty (60) days of the request.
- iii.** The City and Company agree that, except to the extent inconsistent with applicable law, any and all claims asserted and arising under this Agreement, including from the determination of a public hearing held pursuant to this section, shall be heard and determined either in a state or federal court located in the City.

City Signatures

APPROVED AS TO FORM



ATTEST

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Steven K. Freel
Mayor

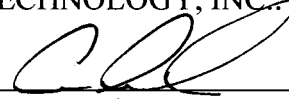
Date: _____

Company Signatures

APPROVED AS TO FORM

Witness

ADVANCED COMMUNICATIONS
TECHNOLOGY, INC.:



Aaron Sopko

VP/GM

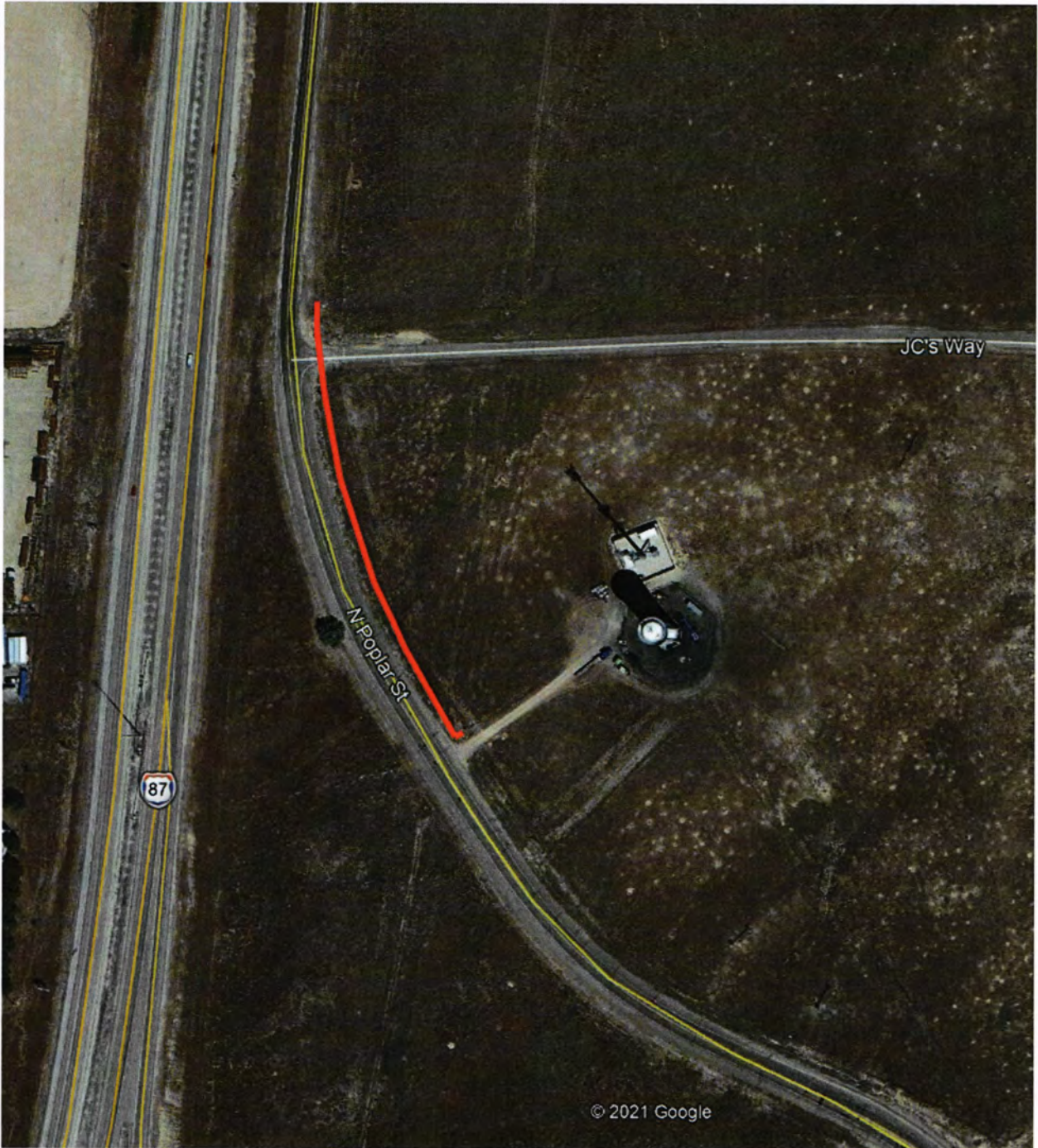
Title

Date: 07/26/2021

Exhibit A

Poplar Street

738 feet



Poplar Street (2 pages)



CASPER
200 PRONGHORN
CASPER, WY 82601
P: 307-266-2524

September 12, 2016

Advanced Communications Technologies
290 N. Brooks St.
Sheridan, WY 82801

W.O. No.: 15967-05

Description: (5' Wide Licensed Premises-N. Poplar Street)

A Parcel and Strip being 5 feet in width located in and being a portion of the NW1/4NE1/4 and the SW1/4NE1/4, Section 32, Township 34 North, Range 79 West, of the Sixth Principal Meridian, Natrona County, Wyoming, lying 2.5 feet parallel and perpendicular on each side of the centerline being more particularly described as follows:

Beginning at the most northerly end of the centerline of said Parcel and Strip and a point in said NW1/4NE1/4, Section 32, and from which point the southeast corner of said NW1/4NE1/4, Section 32, bears S.89°46'28"E., 412.94 feet; thence from said Point of Beginning and along the centerline of said Parcel and Strip, into said SW1/4NE1/4, Section 32, S.19°27'46"W., 108.75 feet to a point; thence continuing along said centerline, S.5°54'56"E., 84.26 feet to a point of curvature; thence continuing along said centerline along the arc of a non-tangent curve to the left having a radius of 955.00 feet and through a central angle of 25°18'56", southeasterly, 421.96 feet and the chord of which bears S.5°20'35"E., and distance of 418.53 feet to a point of non-tangency; thence continuing along said centerline, S.32°05'24"E., 99.61 feet to a point; thence continuing along said centerline, N.57°54'37"E., 23.47 feet to the most southerly end of said Parcel and Strip and Point of Terminus, and from which point the northeast corner of said SW1/4NE1/4, Section 32, bears N.18°46'33"E., 213.20 feet, and said Parcel and Strip containing 0.085 acres, more or less, as set forth by plat attached hereto.



CHEYENNE

RAWLINS

DEDICATED TO CLIENTS. DEFINED BY EXCELLENCE.

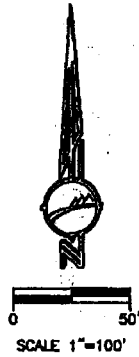
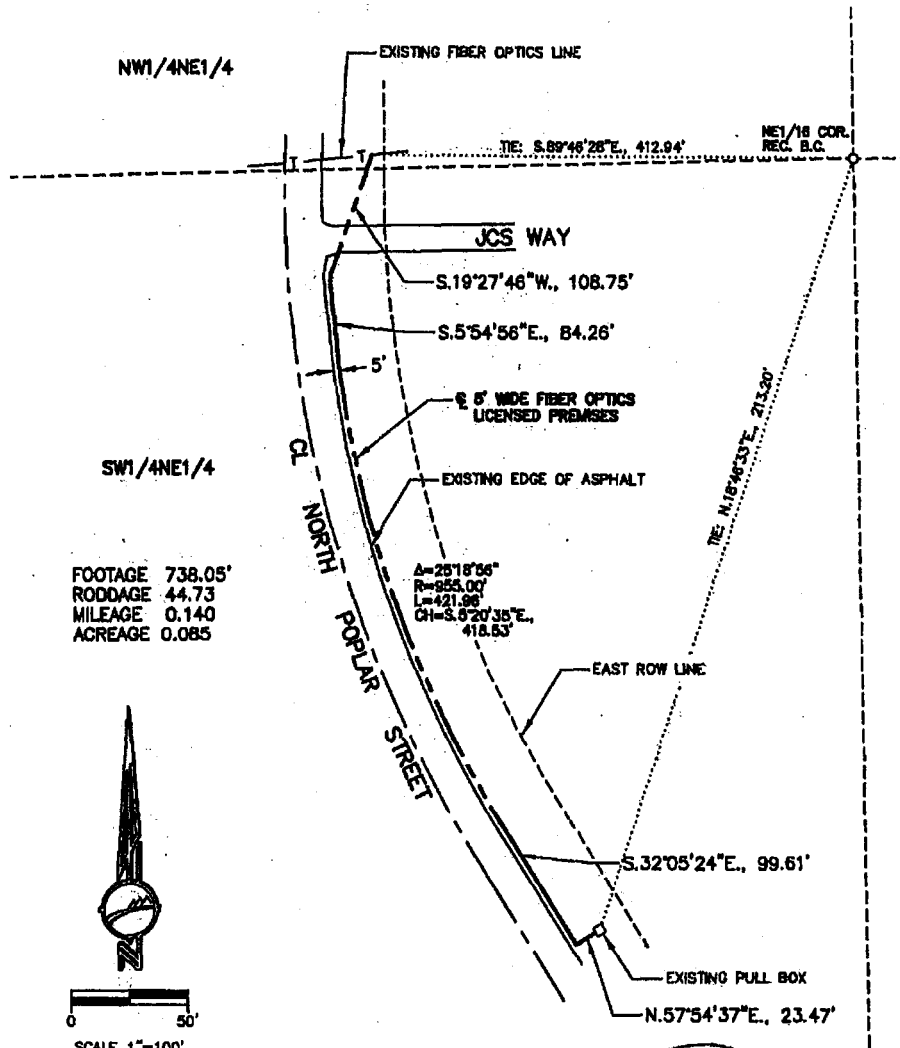
WLC ENGINEERING, SURVEYING AND PLANNING
 200 PRONGHORN STREET, CASPER, WYOMING 82601
 FOR

Exhibit "A"

Client ACT Address 290 N. BROOKS STREET
 City SHERIDAN State WYOMING Zip 82801

PROPERTY LOCATION PLAT

NW1/4NE1/4 & SW1/4NE1/4 Section 32, T. 34 N., R. 79 W., 8th Principal Meridian, Wyoming
 Lot _____ Block _____ Subdivision _____
 City CASPER County NATRONA State WYOMING



BASIS OF BEARING
 STATE PLANE COORDINATES NAD83/86
 EAST CENTRAL ZONE
 GROUND DISTANCES—US SURVEY FOOT.

Date: 8/12/18
 W.O. No. 15967-05
 Drawn By: SIG
 Acad File: ACT 15967-05



T Mobile on Poplar

343 feet



T Mobile on Poplar (2 pages)

EXHIBIT A



CASPER
200 PRONGHORN
CASPER, WY 82601
P: 307-266-2524

November 8, 2017

Advanced Communications Technologies
290 N. Brooks St.
Sheridan, WY 82801

W.O. No.: 16398

Description: (5' Wide Licensed Premises-City of Casper)

A Parcel and Strip being 5 feet in width located in and being a portion of the SW1/4NE1/4 and the SE1/4NE1/4, Section 32, Township 34 North, Range 79 West, of the Sixth Principal Meridian, Natrona County, Wyoming, lying 2.5 feet parallel and perpendicular on each side of the centerline being more particularly described as follows:

Beginning at the most westerly end of the centerline of said Parcel and Strip and a point in said SW1/4NE1/4, Section 32, and from which point the northeast corner of said SW1/4NE1/4, Section 32, bears N.18°46'33"E., 684.99 feet; thence from said Point of Beginning and along the centerline of said Parcel and Strip, in said SW1/4NE1/4, Section 32, N.56°45'45"E., 146.90 feet to a point; thence continuing along said centerline, N.49°54'51"E., 93.02 feet to a point; thence continuing along said centerline, into said SE1/4NE1/4, Section 32, N.32°41'14"E., 61.22 feet to a point; thence continuing along said centerline, N.50°52'19"E., 41.80 feet to the most easterly end of said Parcel and Strip and Point of Terminus, and from which point the northwest corner of said SE1/4NE1/4, Section 32, bears N.5°11'09"W., 431.99 feet, and said Parcel and Strip containing 0.039 acres, more or less, as set forth by plat attached hereto.

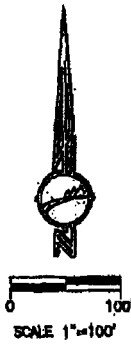
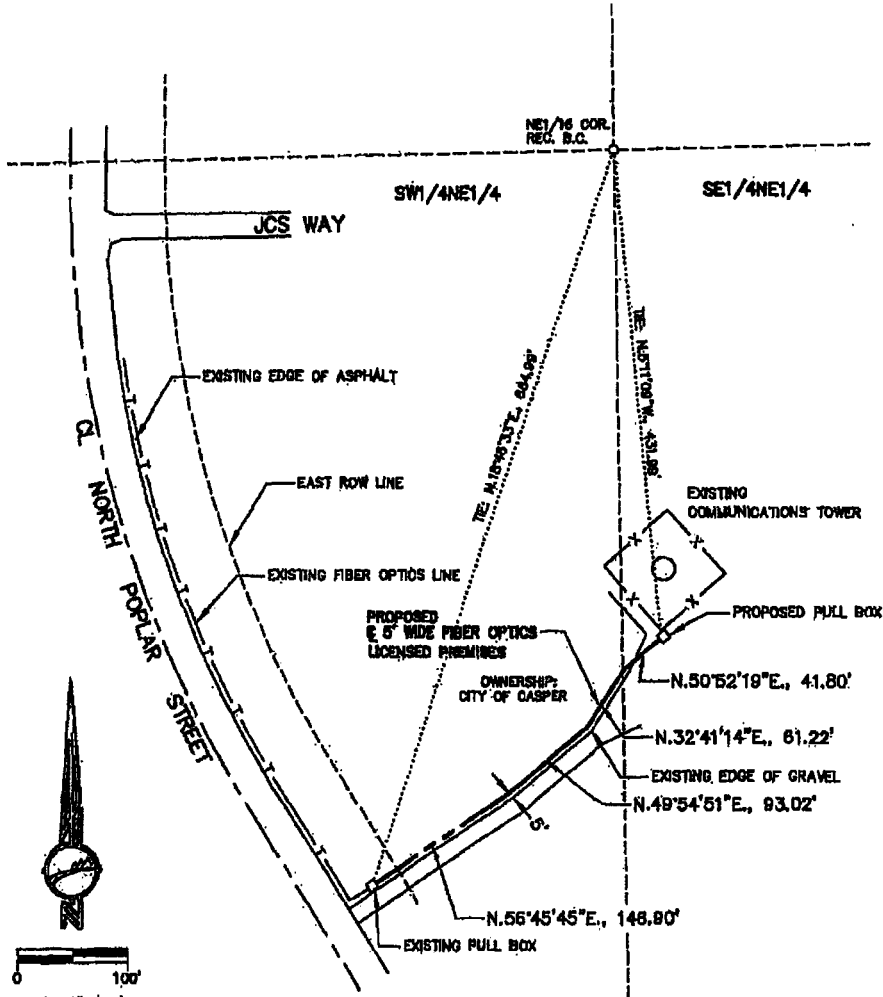
CHEYENNE RAWLINS
DEDICATED TO CLIENTS. DEFINED BY EXCELLENCE.

EXHIBIT B
WLC ENGINEERING, SURVEYING AND PLANNING
 200 PRONGHORN STREET, CASPER, WYOMING 82601
 FOR

Client ACT Address 280 N. BROOKS STREET
 City SHERIDAN State WYOMING Zip 82801

PROPERTY LOCATION PLAT

SW1/4NE1/4 &
 SE1/4NE1/4 Section 32, T. 34 N., R. 78 W., 6th Principal Meridian, Wyoming
 Lot _____ Block _____ Subdivision _____
 City CASPER County NATRONA State WYOMING



BASIS OF BEARING
 STATE PLANE COORDINATES NAD83/86
 EAST CENTRAL ZONE
 GROUND DISTANCES—US SURVEY FOOT.

FOOTAGE 342.84'
 RODDAGE 20.78
 MILEAGE 0.065
 ACREAGE 0.039

Date: 11/9/17
 W.O. No. 16398
 Drawn By: SJO
 Acad File: ACT 16398



East C Street

4,147 feet





East C Street (3 pages)

Pl. 2-48-89

1" = 100'

DATE
11/5/2014

ACT TELEPHONE
PROPOSED FIBER OPTIC LINE
CITY OF CASPER UTILITY LICENSE EXHIBI

Exhibit A

Drawn By: MS W.D. No.: 15333
 Check By: DAB Book No.:
 old File: PROP. FIBER OPTIC LINE - CT

R: ACT TELEPHONE
230 NORTH BROOKS ST
SHERIDAN, WY 82801





SHEET NO.
 2 OF 3
 DATE
 11/5/2014

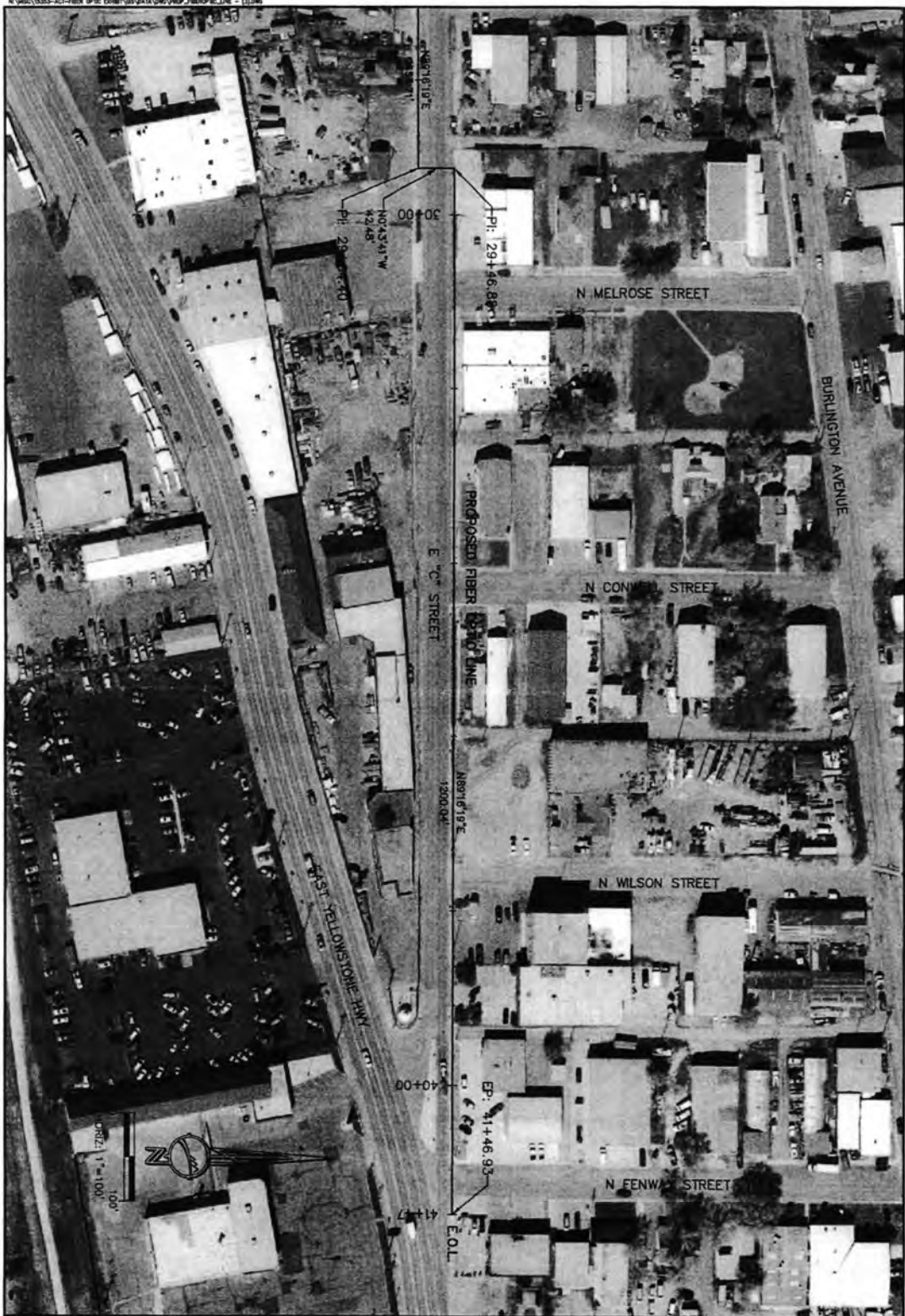
ACT TELEPHONE
 PROPOSED FIBER OPTIC LINE
 CITY OF CASPER UTILITY LICENSE EXHIBIT

REVISIONS

Drawn By: JMC W.C. No.: 15333
 Check By: SRS Book No.:
 Aerial File: 7507 - 20070301 - LINC - 130

FOR: ACT TELEPHONE
 290 NORTH BROOKS ST
 SHERIDAN, WY 82801

WLC
 ENGINEERING • SURVEYING • PLANNING
 800 PRINSBORN, CASPER, WY. 82601



ACT TELEPHONE
 PROPOSED FIBER OPTIC LINE
 CITY OF CASPER UTILITY LICENSE EXHIBIT

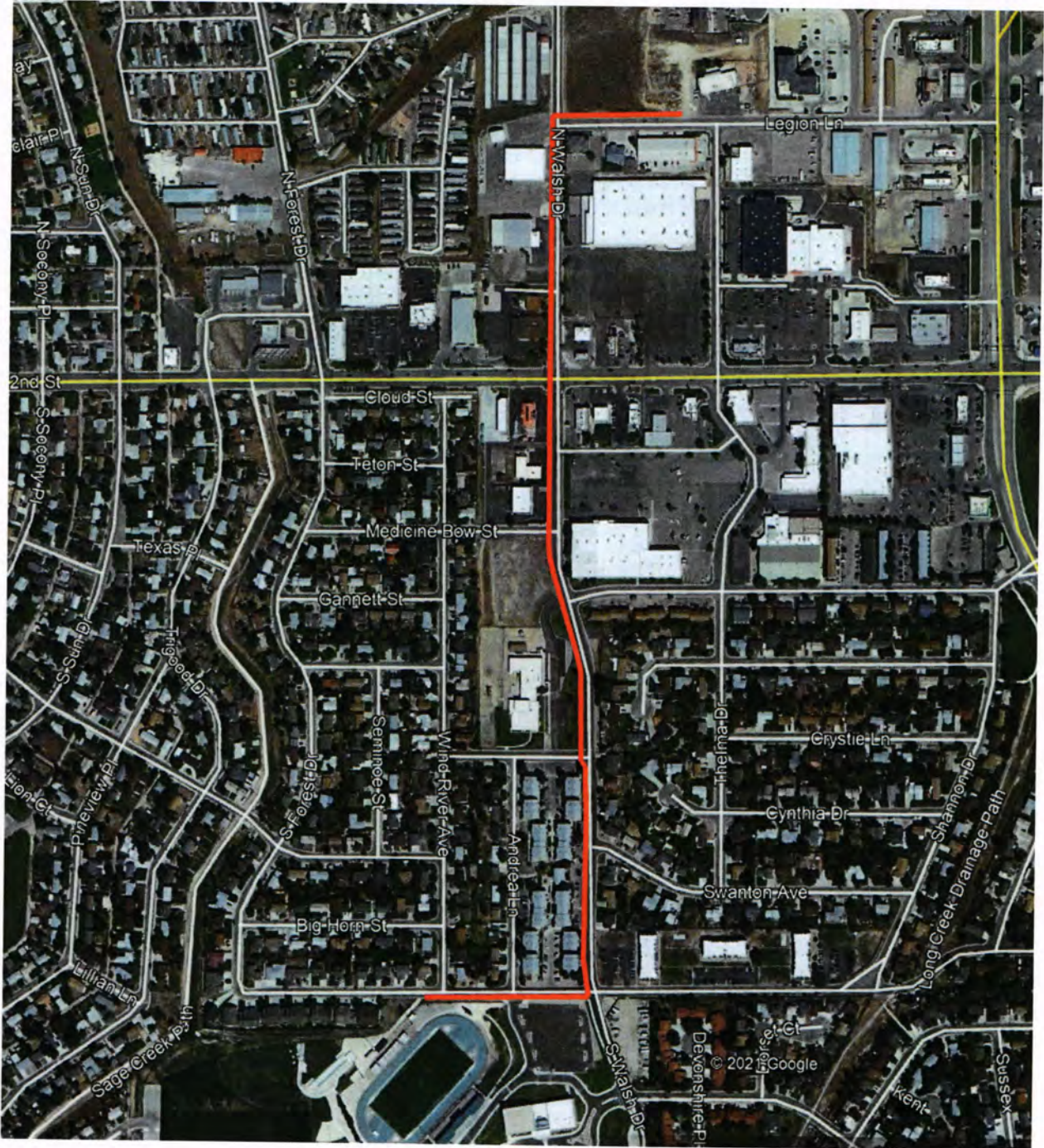
SHEET NO. 3 OF 3
 DATE 11/25/2014

Drawn By: JMC
 Check By: JMC
 Date: 11/25/2014
 Project: ACT TELEPHONE
 290 NORTH BROOKS ST
 SHERIDAN, WY 82801



Walsh Drive

4,473 feet



Walsh Drive (8 pages)

Description: (5' Wide Licensed Premises-Walsh Drive)
Sheet 2 of 3

feet, and said Parcel and Strip containing 0.157 acres, more or less, as set forth by plat attached hereto.

Part B

A Parcel and Strip being 5 feet in width located in and being a portion of Sections 1, 11 and 12, Township 33 North, Range 79 West, of the Sixth Principal Meridian, Natrona County, Wyoming, lying 2.5 feet parallel and perpendicular on each side of the centerline being more particularly described as follows:

Beginning at the most northerly end of the centerline of said Parcel and Strip and a point in the right of way of Legion Lane, in said Section 1, and from which point the northeasterly corner of Legion Addition Lots 1A and 1B, bears N.45°26'50"E., 388.58 feet; thence from said Point of Beginning and along the centerline of said Parcel and Strip, in said right of way, S.88°35'44"W., 541.79 feet to a point in the right of way of Walsh Drive; thence continuing along said centerline, S.0°36'38"E., 926.88 feet to a point; thence continuing along said centerline, S.2°58'07"W., 80.10 feet to a point; thence continuing along said centerline, S.0°50'02"E., 565.55 feet to a point of curvature; thence continuing along said centerline along the arc of a non-tangent curve to the left having a radius of 534.63 feet, and through a central angle of 18°38'54", southeasterly, 174.01 feet, and the chord of which bears S.9°42'21"E., and distance of 173.24 feet to a point of non-tangency; thence continuing along said centerline, S.18°34'36"E., 233.78 feet to a point of curvature; thence continuing along said centerline along the arc of a non-tangent curve to the right having a radius of 489.50 feet, and through a central angle of 18°39'37", southeasterly, 159.42 feet, and the chord of which bears S.9°56'27"E., and distance of 158.72 feet to a point of non-tangency; thence continuing along said centerline, S.0°24'32"E., 207.27 feet to a point; thence continuing along said centerline, S.11°35'39"E., 88.38 feet to a point of curvature; thence continuing along said centerline along the arc of a non-tangent curve to the right having a radius of 977.50 feet, and through a central angle of 6°45'52", southerly, 115.39 feet, and the chord of which bears S.2°42'20"E., and distance of 115.32 feet to a point of non-tangency; thence continuing along said centerline, S.0°05'46"W., 534.60 feet to a point of curvature; thence

CHEYENNE RAWLINS
DEDICATED TO CLIENTS. DEFINED BY EXCELLENCE.

Description: (5' Wide Licensed Premises-Walsh Drive)
Sheet 3 of 3

continuing along said centerline along the arc of a non-tangent curve to the left having a radius of 922.50 feet, and through a central angle of $8^{\circ}30'17''$, southerly, 136.93 feet, and the chord of which bears $S.4^{\circ}06'32''E.$, and distance of 136.81 feet to a point of non-tangency; thence continuing along said centerline, $S.0^{\circ}01'29''E.$, 67.27 feet to a point in the right of way of East 8th Street; thence continuing along said centerline, $S.88^{\circ}58'01''W.$, 641.48 feet to the most southerly end of said Parcel and Strip and Point of Terminus, and from which point the northeast corner of Forest Park Addition to the City of Casper, Wyoming, bears $S.87^{\circ}31'47''W.$, 99.68 feet, and said Parcel and Strip containing 0.513 acres, more or less, as set forth by the plat attached hereto.

CHEYENNE

RAWLINS

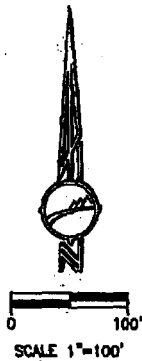
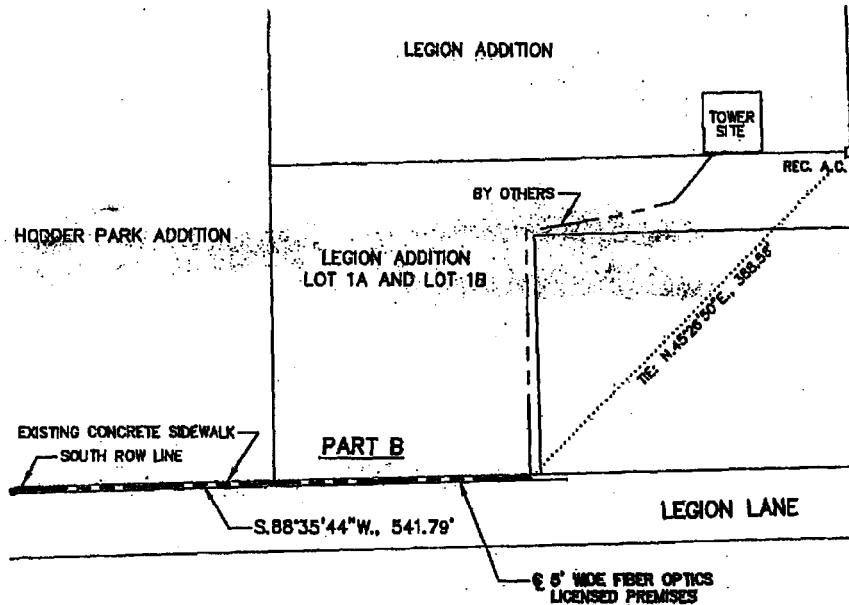
DEDICATED TO CLIENTS. DEFINED BY EXCELLENCE.

WLC ENGINEERING, SURVEYING AND PLANNING
 200 PRONGHORN STREET, CASPER, WYOMING 82601
 FOR

Client ADVANCED COMMUNICATIONS TECHNOLOGIES Address 290 N. BROOKS STREET
 City SHERIDAN State WYOMING Zip 82601

PROPERTY LOCATION PLAT

Section 1, 11 & 12, T. 33 N., R. 79 W., 6th Principal Meridian, Wyoming
 Lot _____ Block _____ Subdivision _____
 City CASPER County NATRONA State WYOMING



PART B
 FOOTAGE 4472.85'
 RODDAGE 271.08
 MILEAGE 0.847
 ACREAGE 0.513

BASIS OF BEARING
 STATE PLANE COORDINATES NAD83/86
 EAST CENTRAL ZONE
 GROUND DISTANCES—US SURVEY FOOT.

Date: 9/12/16
 W.O. No. 15867-05
 Drawn By: SJC
 Acad File: ACT 15867-05

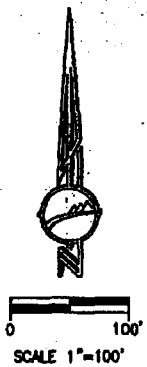
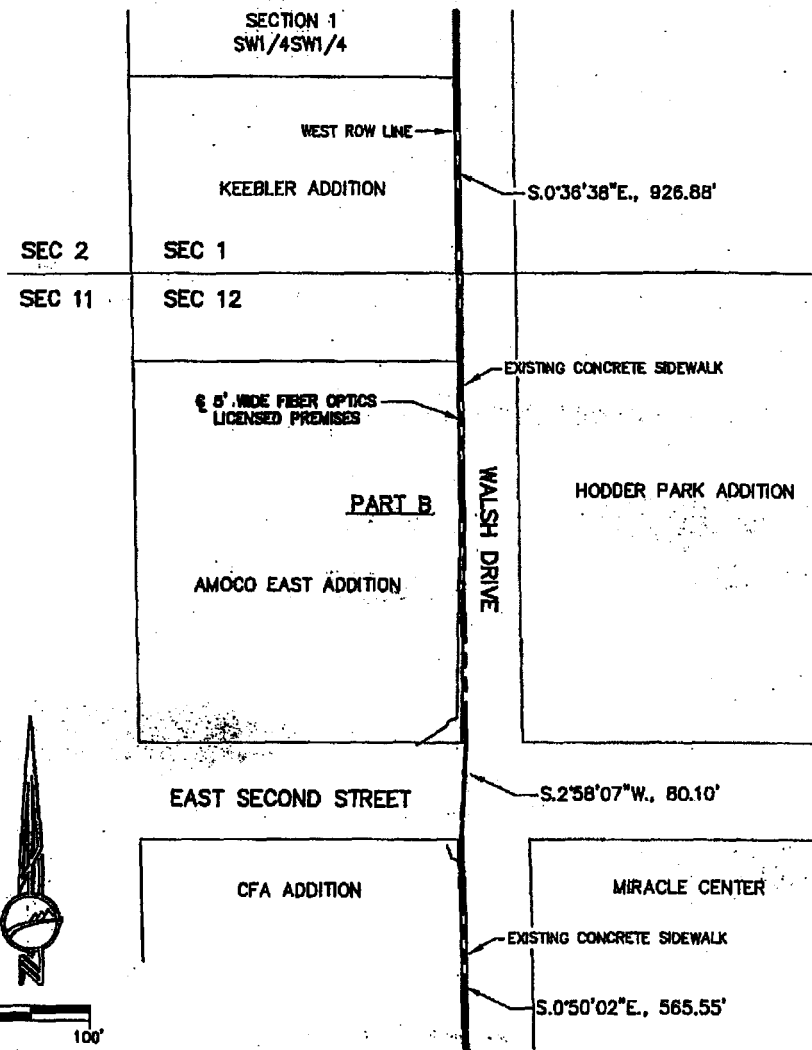
SHEET 3 OF 8

WLC ENGINEERING, SURVEYING AND PLANNING
 200 PRONGHORN STREET, CASPER, WYOMING 82801
 FOR

Client: ADVANCED COMMUNICATIONS TECHNOLOGIES Address 290 N. BROOKS STREET
 City SHERIDAN State WYOMING Zip 82801

PROPERTY LOCATION PLAT

Section 1, 11 & 12, T. 33 N., R. 79 W., 8th Principal Meridian, Wyoming
 Lot _____ Block _____ Subdivision _____
 City CASPER County NATRONA State WYOMING



BASIS OF BEARING
 STATE PLANE COORDINATES NAD83/86
 EAST CENTRAL ZONE
 GROUND DISTANCES—US SURVEY FOOT.

Date: 9/12/18
 W.O. No. 15987-05
 Drwn By: SJO
 Acad File: ACT 15987-05

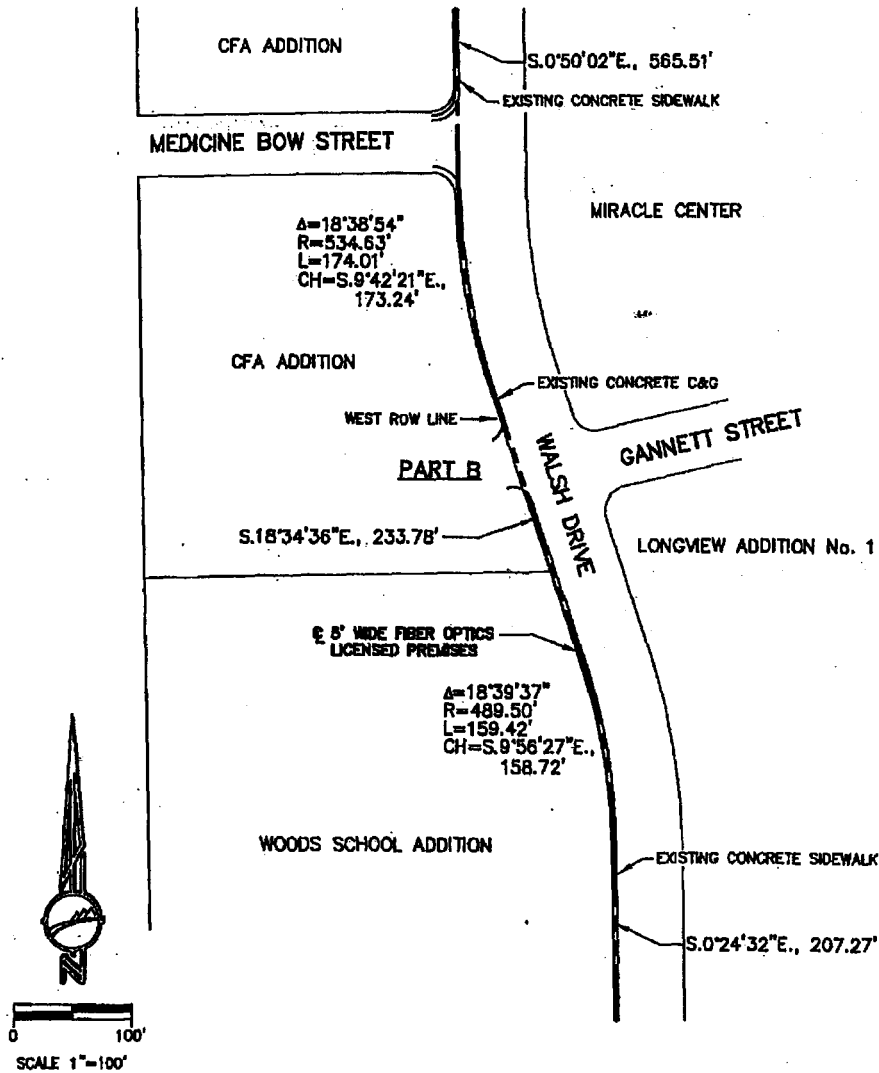
SHEET 4 OF 8

WLC ENGINEERING, SURVEYING AND PLANNING
 200 PRONGHORN STREET, CASPER, WYOMING 82601
 FOR

Client ADVANCED COMMUNICATIONS TECHNOLOGIES Address 290 N. BROOKS STREET
 City SHERIDAN State WYOMING Zip 82801

PROPERTY LOCATION PLAT

Section 1, 11 & 12, T. 33 N., R. 79 W., 6th Principal Meridian, Wyoming
 Lot _____ Block _____ Subdivision _____
 City CASPER County NATRONA State WYOMING



BASIS OF BEARING
 STATE PLANE COORDINATES NAD83/86
 EAST CENTRAL ZONE
 GROUND DISTANCES—US SURVEY FOOT.

Date: 9/12/16
 W.O. No. 15987-05
 Drwn By: SJS
 Acad File: ACT 15987-05

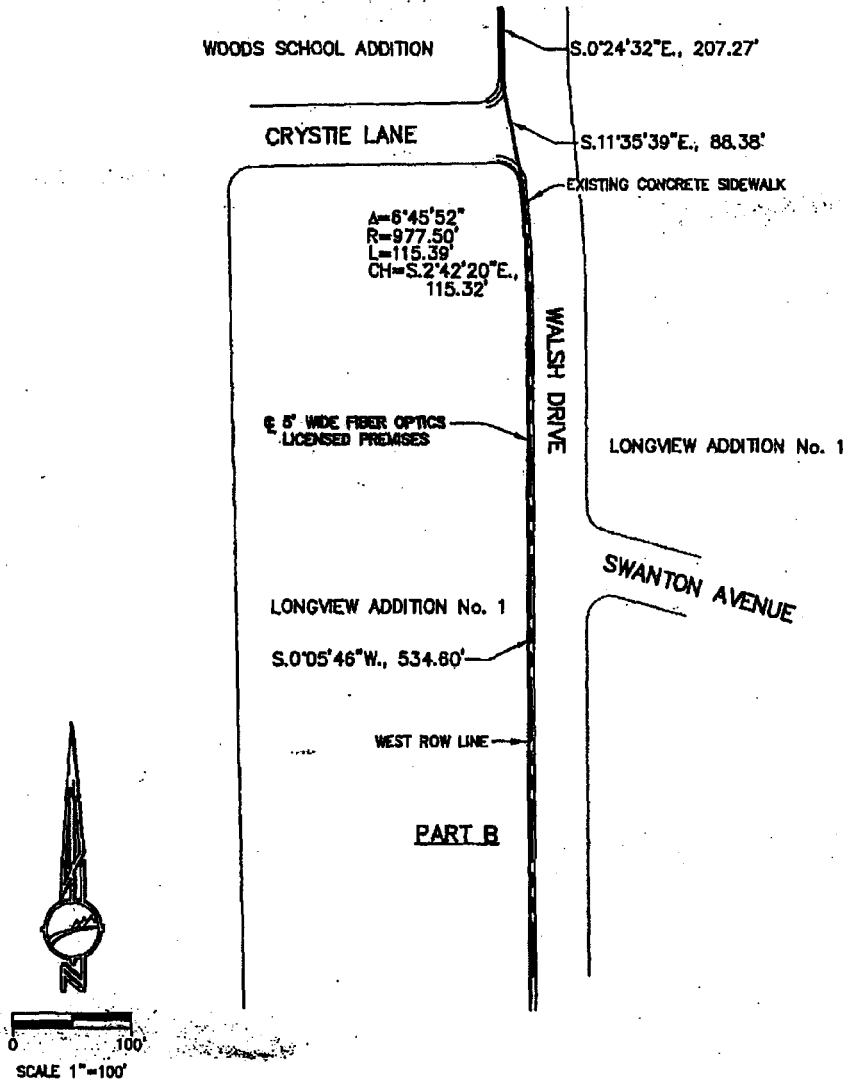
SHEET 5 OF 8

WLC ENGINEERING, SURVEYING AND PLANNING
 200 PRONGHORN STREET, CASPER, WYOMING 82601
 FOR

Client ADVANCED COMMUNICATIONS TECHNOLOGIES Address 290 N. BROOKS STREET
 City SHERIDAN State WYOMING Zip 82801

PROPERTY LOCATION PLAT

Section 1, 11 & 12, T. 33 N., R. 79 W., 6th Principal Meridian, Wyoming
 Lot _____ Block _____ Subdivision _____
 City CASPER County NATRONA State WYOMING



BASIS OF BEARING
 STATE PLANE COORDINATES NAD83/86
 EAST CENTRAL ZONE
 GROUND DISTANCES—US SURVEY FOOT.

Date: 9/12/18
 W.O. No. 15967-05
 Drawn By: SJO
 Acad File: ACT 15967-05

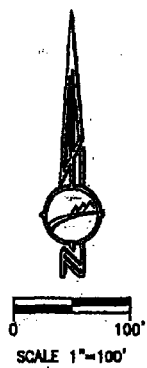
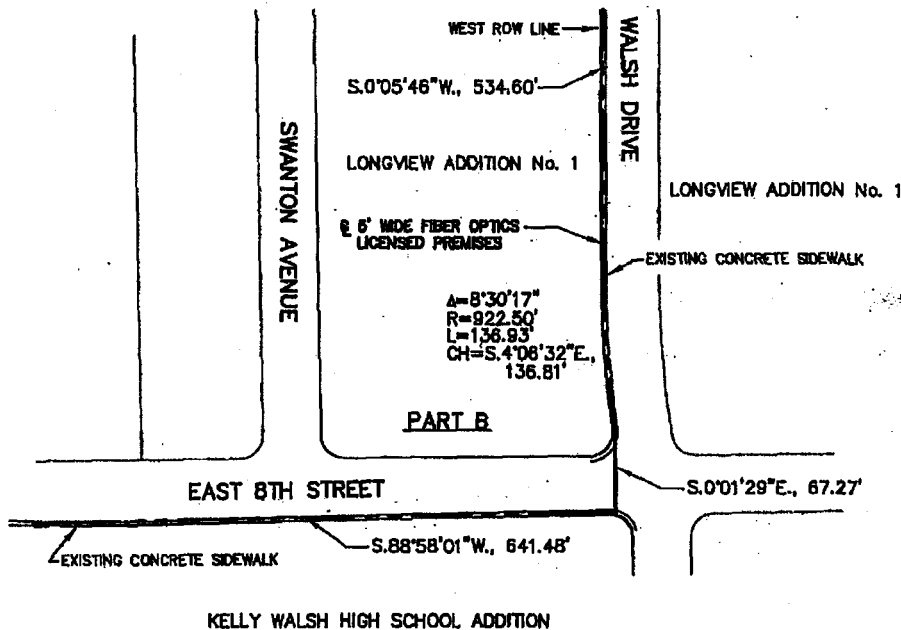
SHEET 6 OF 8

WLC ENGINEERING, SURVEYING AND PLANNING
 200 PRONGHORN STREET, CASPER, WYOMING 82601
 FOR

Client ADVANCED COMMUNICATIONS TECHNOLOGIES Address 290 N. BROOKS STREET
 City SHERIDAN State WYOMING Zip 82801

PROPERTY LOCATION PLAT

Section 1, 11 & 12, T. 33 N., R. 79 W., 6th Principal Meridian, Wyoming
 Lot _____ Block _____ Subdivision _____
 City CASPER County NATRONA State WYOMING



BASIS OF BEARING
 STATE PLANE COORDINATES NAD83/86
 EAST CENTRAL ZONE
 GROUND DISTANCES—US SURVEY FOOT.

Date: 9/12/18
 W.O. No. 15987-05
 Drwn By: SJC
 Acad File: ACT 15987-05

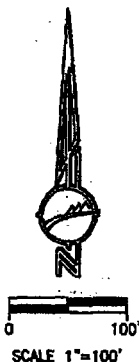
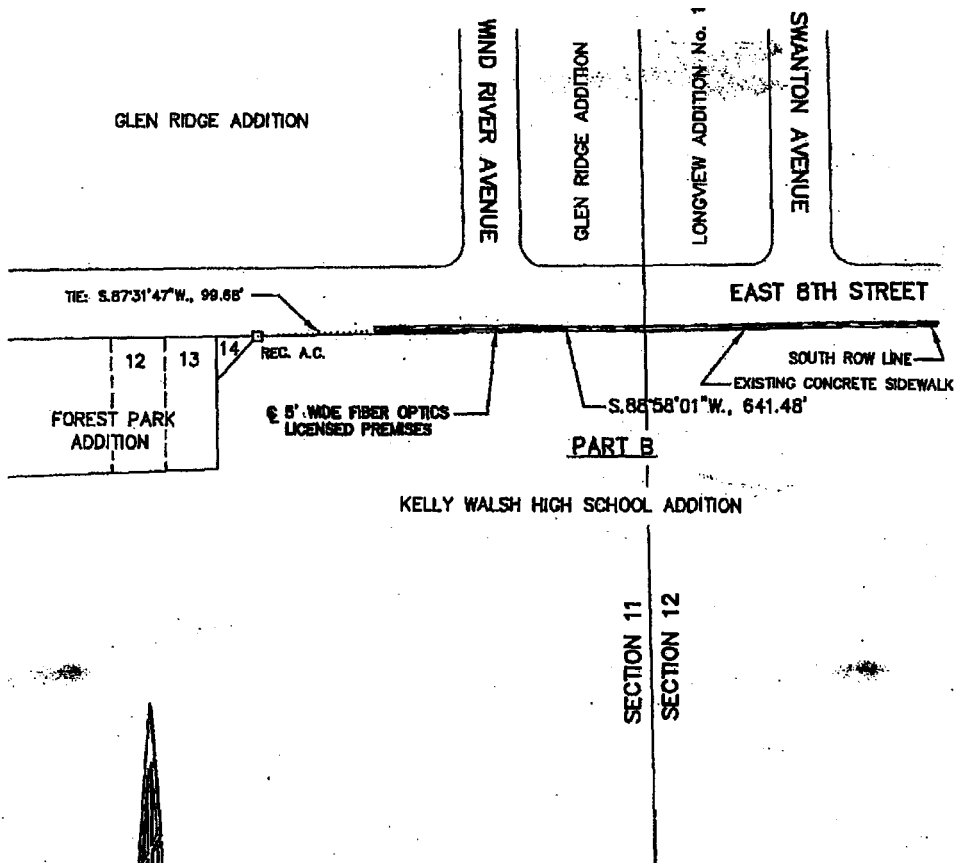
SHEET 7 OF 8

WLC ENGINEERING, SURVEYING AND PLANNING
 200 PRONGHORN STREET, CASPER, WYOMING 82601
 FOR

Client ADVANCED COMMUNICATIONS TECHNOLOGIES Address 290 N. BROOKS STREET
 City SHERIDAN State WYOMING Zip 82801

PROPERTY LOCATION PLAT

Section 1, 11 & 12, T. 33 N., R. 79 W., 6th Principal Meridian, Wyoming
 Lot _____ Block _____ Subdivision _____
 City CASPER County NATRONA State WYOMING



BASIS OF BEARING
 STATE PLANE COORDINATES NAD83/86
 EAST CENTRAL ZONE
 GROUND DISTANCES—US SURVEY FOOT.

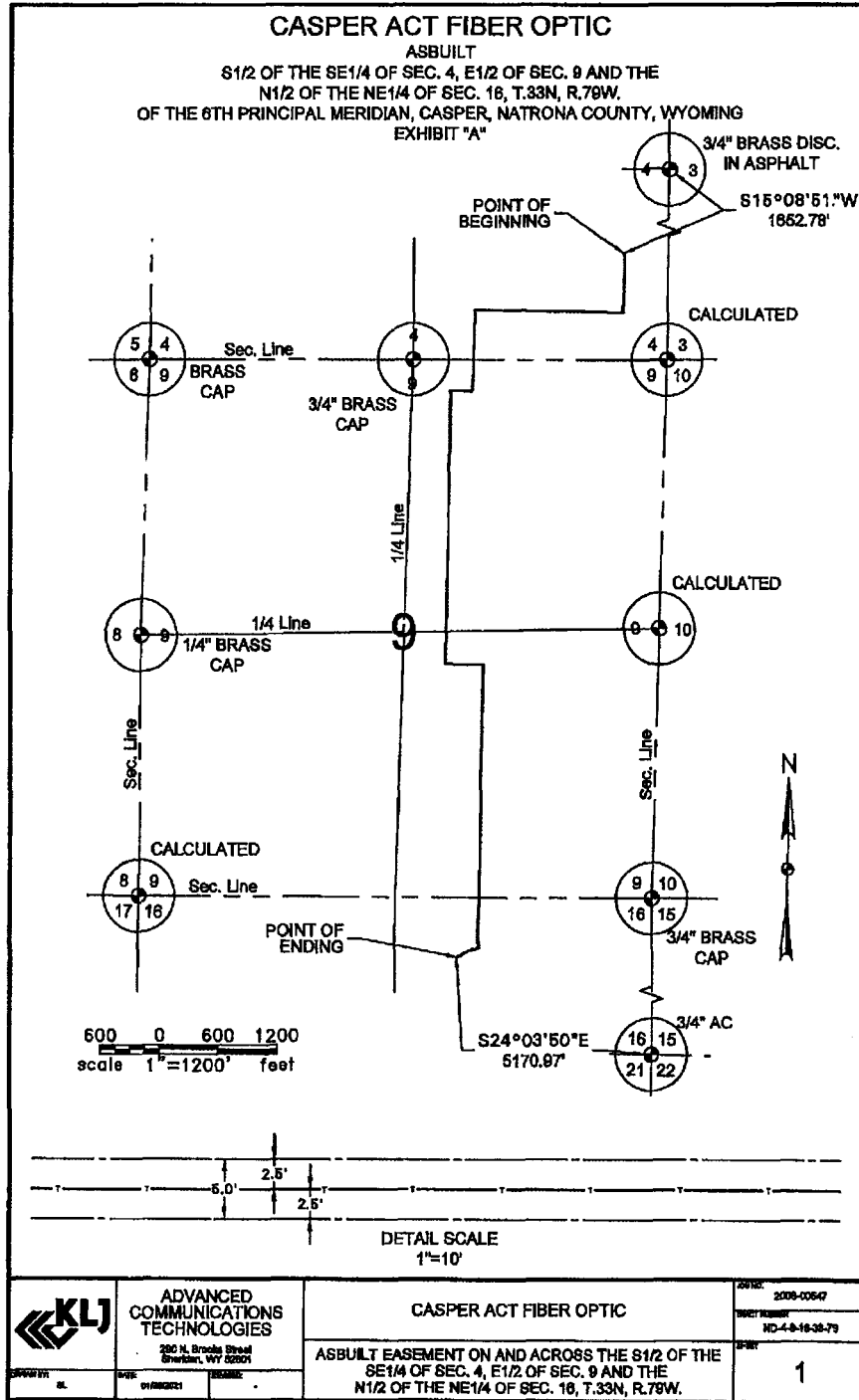
Date: 8/12/16
 W.O. No. 15987-05
 Drwn By: SJG
 Acad File: ACT 15987-05

SHEET 8 OF 8

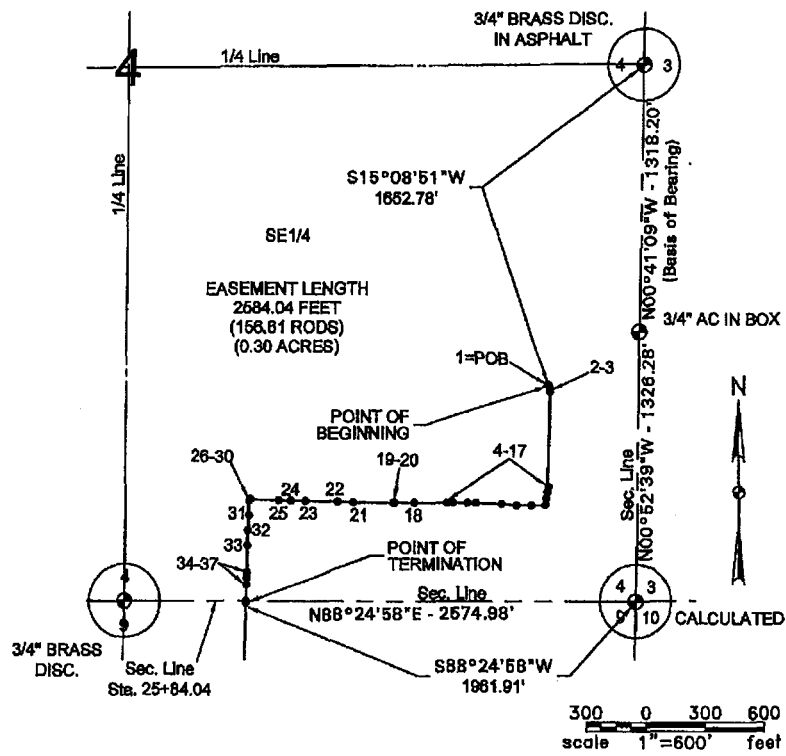
Casper College


9,286 feet





CASPER ACT FIBER OPTIC
 ASBUILT
 SE1/4 OF SEC. 4, T.33N, R.79W.
 OF THE 6TH PRINCIPAL MERIDIAN, CASPER, NATRONA COUNTY, WYOMING
 EXHIBIT "A"




 ADVANCED COMMUNICATIONS TECHNOLOGIES <small>200 N. Brooklyn Street Sheridan, WY 82801</small>	CASPER ACT FIBER OPTIC		<small>2008-00547</small> <small>WY-4-83-76-8E4</small>
	ASBUILT EASEMENT ON AND ACROSS THE SE1/4 OF SEC. 4, T.33N, R.79W.		1

CASPER ACT FIBER OPTIC
 ASBUILT
 SE1/4 OF SEC. 4, T.33N, R.79W.
 OF THE 6TH PRINCIPAL MERIDIAN, CASPER, NATRONA COUNTY, WYOMING
 EXHIBIT "A"

PI #	STATIONING	LATITUDE	LONGITUDE	DIRECTION	DISTANCE
1=POB	0+00.00	42°51'10.71" N	106°19'07.81" W	S29°00'09"E	17.54'
2	0+17.54	42°51'10.55" N	106°19'07.69" W	S04°21'02"E	19.15'
3	0+36.89	42°51'10.38" N	106°19'07.68" W	S00°28'18"E	485.46'
4	5+02.15	42°51'05.77" N	106°19'07.70" W	S09°28'02"W	28.13'
5	5+30.28	42°51'05.49" N	106°19'07.77" W	S08°51'40"W	28.82'
6	5+59.20	42°51'05.21" N	106°19'07.83" W	S04°43'50"W	31.80'
7	5+90.80	42°51'04.90" N	106°19'07.87" W	S29°22'16"W	1.88'
8	5+92.48	42°51'04.89" N	106°19'07.88" W	S66°39'35"W	2.05'
9	5+94.53	42°51'04.88" N	106°19'07.91" W	S88°11'07"W	69.15'
10	6+63.68	42°51'04.87" N	106°19'08.84" W	S88°36'52"W	74.58'
11	7+38.24	42°51'04.86" N	106°19'09.84" W	N86°35'11"W	74.08'
12	8+12.32	42°51'04.91" N	106°19'10.83" W	N89°48'01"W	129.02'
13	9+41.34	42°51'04.93" N	106°19'12.56" W	S88°27'39"W	4.13'
14	9+45.47	42°51'04.94" N	106°19'13.18" W	N89°37'09"W	40.59'
15	9+86.06	42°51'04.94" N	106°19'13.16" W	S88°27'50"W	75.12'
16	10+81.18	42°51'04.92" N	106°19'14.17" W	S85°51'43"W	30.32'
17	10+91.50	42°51'04.91" N	106°19'14.57" W	S89°10'40"W	164.08'
18	12+55.58	42°51'04.90" N	106°19'16.78" W	S87°45'18"W	100.32'
19	13+55.88	42°51'04.88" N	106°19'18.12" W	S81°31'07"W	4.01'
20	13+59.89	42°51'04.87" N	106°19'18.18" W	S89°10'54"W	204.36'
21	15+64.25	42°51'04.87" N	106°19'20.92" W		

BASIS OF BEARING IS THE EAST LINE
 OF THE NORTH HALF OF THE
 SOUTHEAST QUARTER OF SECTION 4
 T33N, R79W N00°41'09"W

 ADVANCED COMMUNICATIONS TECHNOLOGIES 200 N. Brooks Street Casper, WY 82401	CASPER ACT FIBER OPTIC		JOB NO. 2008-00547
	ASBUILT EASEMENT ON AND ACROSS THE SE1/4 OF SEC. 4, T.33N, R.79W.		PROJECT NUMBER WY-4-33-79-0E4
DRAWN BY: JL DATE: 04/20/08	CHECKED BY: JL DATE: 04/20/08	2	


Job 07, 0021 - 029 Add - K:\Projects\2008\04\T33N_R79W\0400\Sub\07_PMBL.dwg

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CASPER ACT FIBER OPTIC
ASBUILT
SE1/4 OF SEC. 4, T.33N, R.79W.
OF THE 6TH PRINCIPAL MERIDIAN, CASPER, NATRONA COUNTY, WYOMING
EXHIBIT "A"

PI #	STATIONING	LATITUDE	LONGITUDE	DIRECTION	DISTANCE
21	15+84.25	42°51'04.87" N	106°19'20.92" W	S89°15'21"W	76.40'
22	16+40.85	42°51'04.87" N	106°19'21.95" W	N89°55'19"W	164.38'
23	18+06.03	42°51'04.89" N	106°19'24.15" W	S89°16'17"W	74.16'
24	18+79.19	42°51'04.89" N	106°19'25.15" W	N89°43'42"W	59.14'
25	19+38.33	42°51'04.90" N	106°19'25.94" W	S89°42'33"W	143.05'
26	20+81.38	42°51'04.91" N	106°19'27.86" W	S81°23'29"W	3.72'
27	20+85.10	42°51'04.90" N	106°19'27.91" W	S83°04'47"W	0.52'
28	20+85.62	42°51'04.90" N	106°19'27.92" W	S38°43'39"W	3.19'
29	20+88.81	42°51'04.88" N	106°19'27.95" W	S18°19'15"W	2.91'
30	20+91.72	42°51'04.85" N	106°19'27.96" W	S00°55'55"E	71.28'
31	21+83.00	42°51'04.14" N	106°19'27.95" W	S02°19'29"W	74.60'
32	22+37.80	42°51'03.41" N	106°19'28.01" W	S00°21'42"E	73.94'
33	23+11.54	42°51'02.68" N	106°19'28.01" W	S01°37'23"E	132.38'
34	24+43.92	42°51'01.37" N	106°19'27.98" W	S04°04'02"W	4.05'
35	24+47.97	42°51'01.33" N	106°19'27.99" W	S02°52'52"W	24.56'
36	24+72.53	42°51'01.09" N	106°19'28.01" W	S00°51'32"E	30.31'
37	25+02.84	42°51'00.79" N	106°19'28.01" W	S00°22'10"W	81.20'
Sec. Line	25+84.04	42°50'59.99" N	106°19'28.03" W		

BASIS OF BEARING IS THE EAST LINE
OF THE NORTH HALF OF THE
SOUTHEAST QUARTER OF SECTION 4
T33N, R79W NDD°41'00"W

	ADVANCED COMMUNICATIONS TECHNOLOGIES <small>290 N. Brooks Street Casper, WY 82501</small>	CASPER ACT FIBER OPTIC	<small>JOB NO.</small> 2008-00847
		ASBUILT EASEMENT ON AND ACROSS THE SE1/4 OF SEC. 4, T.33N, R.79W.	<small>WY-435-79-004</small> <small>REVISION</small> 3

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CASPER ACT FIBER OPTIC


ASBUILT
SE1/4 OF SEC. 4, T.33N, R.79W.
OF THE 6TH PRINCIPAL MERIDIAN, CASPER, NATRONA COUNTY, WYOMING
EXHIBIT "A"

DESCRIPTION: CENTERLINE SURVEY

A tract of land located in the South Half of the Southeast Quarter of Section 4, East Half of Section 9, and the North Half of the Northeast Quarter Section 16, Township 33 North, Range 79 West of the 6th Principal Meridian, Natrona County, State of Wyoming, being more particularly described as a strip of land five (5) feet in width, two and one-half (2.5) feet on each side of the following described centerline:

Beginning at the Northeast Corner of the Southeast Quarter of said Section 4, T33N R79W; thence on an azimuth of S15°08'51"W a distance of 1652.78 to the POINT OF BEGINNING; thence on an azimuth of S29°00'09"E a distance of 17.54 feet to a point (PI #2); thence on an azimuth of S04°21'02"E a distance of 19.16 feet to a point (PI #3); thence on an azimuth of S00°28'18"E a distance of 465.46 feet to a point (PI #4); thence on an azimuth of S08°28'02"W a distance of 28.13 feet to a point (PI #5); thence on an azimuth of S06°51'40"W a distance of 28.92 feet to a point (PI #6); thence on an azimuth of S04°43'50"W a distance of 31.60 feet to a point (PI #7); thence on an azimuth of S29°22'16"W a distance of 1.68 feet to a point (PI #8); thence on an azimuth of S86°39'35"W a distance of 2.05 feet to a point (PI #9); thence on an azimuth of S88°11'07"W a distance of 69.16 feet to a point (PI #10); thence on an azimuth of S88°36'52"W a distance of 74.56 feet to a point (PI #11); thence on an azimuth of N86°35'11"W a distance of 74.08 feet to a point (PI #12); thence on an azimuth of N89°48'01"W a distance of 129.02 feet to a point (PI #13); thence on an azimuth of S88°27'39"W a distance of 4.13 feet to a point (PI #14); thence on an azimuth of N89°37'08"W a distance of 40.59 feet to a point (PI #15); thence on an azimuth of S88°27'50"W a distance of 76.12 feet to a point (PI #16); thence on an azimuth of S85°51'43"W a distance of 30.32 feet to a point (PI #17); thence on an azimuth of S89°10'40"W a distance of 164.06 feet to a point (PI #18); thence on an azimuth of S87°45'18"W a distance of 100.32 feet to a point (PI #19); thence on an azimuth of S81°31'07"W a distance of 4.01 feet to a point (PI #20); thence on an azimuth of S89°10'54"W a distance of 204.36 feet to a point (PI #21); thence on an azimuth of S89°15'21"W a distance of 76.40 feet to a point (PI #22); thence on an azimuth of N89°55'19"W a distance of 164.38 feet to a point (PI #23); thence on an azimuth of S89°16'17"W a distance of 74.16 feet to a point (PI #24); thence on an azimuth of N89°43'42"W a distance of 59.14 feet to a point (PI #25); thence on an azimuth of S89°42'33"W a distance of 143.05 feet to a point (PI #26); thence on an azimuth of S81°23'29"W a distance of 3.72 feet to a point (PI #27); thence on an azimuth of S83°04'47"W a distance of 0.62 feet to a point (PI #28); thence on an azimuth of S38°43'39"W a distance of 3.19 feet to a point (PI #29); thence on an azimuth of S18°19'15"W a distance of 2.91 feet to a point (PI #30); thence on an azimuth of S00°55'55"E a distance of 71.28 feet to a point (PI #31); thence on an azimuth of S02°19'29"W a distance of 74.60 feet to a point (PI #32); thence on an azimuth of S00°21'42"E a distance of 73.94 feet to a point (PI #33); thence on an azimuth of S01°37'23"E a distance of 132.38 feet to a point (PI #34); thence on an azimuth of S04°04'02"W a distance of 4.05 feet to a point (PI #35); thence on an azimuth of S02°52'52"W a distance of 24.68 feet to a point (PI #36); thence on an azimuth of S00°51'32"E a distance of 30.31 feet to a point (PI #37); thence on an azimuth of S00°22'10"W a distance of 81.20 feet to a point on the Sec. Line;

BASIS OF BEARING IS THE EAST LINE
OF THE NORTH HALF OF THE
SOUTHEAST QUARTER OF SECTION 4
T33N, R79W N00°41'09"W

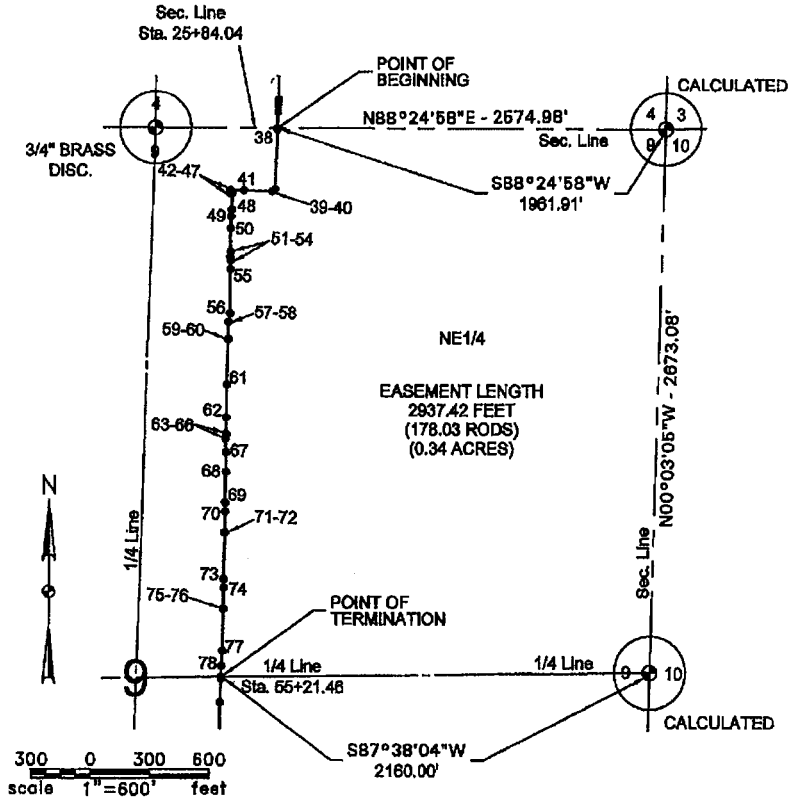
	ADVANCED COMMUNICATIONS TECHNOLOGIES 200 N. Brooks Street Sheridan, WY 82801	CASPER ACT FIBER OPTIC		DRAWN 2008-02-07 WY-1-33-79-SE4
		ASBUILT EASEMENT ON AND ACROSS THE SE1/4 OF SEC. 4, T.33N, R.79W.		SHEET 4
PROJECT NO. 01-00-0001	DATE 01-08-08	DRAWN BY	CHECKED BY	SCALE

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CASPER ACT FIBER OPTIC

ASBUILT
 NE1/4 OF SEC. 9, T.33N, R.79W.
 OF THE 6TH PRINCIPAL MERIDIAN, CASPER, NATRONA COUNTY, WYOMING
 EXHIBIT "A"



BASIS OF BEARING IS THE EAST LINE
 OF THE NORTH HALF OF THE
 SOUTHEAST QUARTER OF SECTION 4
 T33N, R79W $N00^{\circ}41'08''W$

	ADVANCED COMMUNICATIONS TECHNOLOGIES 200 N. Brady Street Sheridan, WY 82801		2008-00647 WY-4-33-79-NE4
	CASPER ACT FIBER OPTIC		1
ASBUILT EASEMENT ON AND ACROSS THE NE1/4 OF SEC. 9, T.33N, R.79W.			

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CASPER ACT FIBER OPTIC

ASBUILT
NE1/4 OF SEC. 9, T.33N, R.79W.
OF THE 6TH PRINCIPAL MERIDIAN, CASPER, NATRONA COUNTY, WYOMING
EXHIBIT "A"

PI #	STATIONING	LATITUDE	LONGITUDE	DIRECTION	DISTANCE
Sec. Line	25 + 84.04	42°50'58.89" N	106°19'28.03" W		
38	25 + 92.59	42°50'59.90" N	106°19'28.03" W	S00°22'10"W	8.55'
39	28 + 87.43	42°50'58.99" N	106°19'28.10" W	S00°22'10"W	294.84'
40	29 + 06.64	42°50'58.88" N	106°19'28.31" W	S51°42'35"W	19.21'
41	30 + 51.00	42°50'58.90" N	106°19'30.24" W	N89°37'50"W	144.36'
42	31 + 19.33	42°50'58.89" N	106°19'31.16" W	S87°54'40"W	68.33'
43	31 + 27.70	42°50'58.80" N	106°19'31.18" W	S02°08'08"E	8.37'
44	31 + 28.16	42°50'58.79" N	106°19'31.16" W	S08°34'28"W	1.46'
45	31 + 30.93	42°50'58.78" N	106°19'31.18" W	S38°11'41"W	1.77'
46	31 + 32.84	42°50'58.76" N	106°19'31.17" W	S23°27'15"E	1.91'
47	31 + 42.54	42°50'58.75" N	106°19'31.04" W	S84°21'27"E	9.70'
48	32 + 22.39	42°50'58.86" N	106°19'31.05" W	S00°08'08"E	79.85'
49	32 + 55.89	42°50'55.83" N	106°19'31.08" W	S04°01'32"W	33.30'
50	33 + 15.18	42°50'55.04" N	106°19'31.09" W	S00°08'12"E	59.49'
51	34 + 28.49	42°50'53.92" N	106°19'31.04" W	S02°28'07"E	113.31'
52	34 + 53.59	42°50'53.88" N	106°19'31.07" W	S03°26'39"W	25.10'
53	34 + 57.88	42°50'53.64" N	106°19'31.08" W	S06°16'02"E	4.09'
54	34 + 71.40	42°50'53.50" N	106°19'31.04" W	S08°23'58"E	13.72'
55	35 + 16.12	42°50'53.08" N	106°19'31.04" W	S00°58'11"E	44.72'
56	37 + 32.63	42°50'50.92" N	106°19'31.00" W	S01°27'54"E	216.51'
57	37 + 74.50	42°50'50.51" N	106°19'31.08" W	S08°23'33"W	41.87'
58	37 + 75.01	42°50'50.51" N	106°19'31.08" W	S37°16'08"W	0.51'

BASIS OF BEARING IS THE EAST LINE
OF THE NORTH HALF OF THE
SOUTHEAST QUARTER OF SECTION 4
T33N, R79W N00°41'09"W

	ADVANCED COMMUNICATIONS TECHNOLOGIES 220 N. Brooks Street Sheridan, WY 82801	CASPER ACT FIBER OPTIC	ASBL 2008-00547 T33N R79W WY-G-33-79-NE4
	DATE: _____ DRAWN BY: _____ CHECKED BY: _____	ASBUILT EASEMENT ON AND ACROSS THE NE1/4 OF SEC. 9, T.33N, R.79W.	SHEET 2


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CASPER ACT FIBER OPTIC
ASBUILT
NE1/4 OF SEC. 8, T.33N, R.79W.
OF THE 6TH PRINCIPAL MERIDIAN, CASPER, NATRONA COUNTY, WYOMING
EXHIBIT "A"

PI #	STATIONING	LATITUDE	LONGITUDE	DIRECTION	DISTANCE
58	37+75.01	42°50'50.51" N	106°19'31.09" W	S01°34'08"E	82.22'
59	38+57.23	42°50'49.70" N	106°19'31.07" W	S02°12'04"E	4.15'
60	38+61.38	42°50'49.66" N	106°19'31.07" W	S00°03'44"E	222.64'
61	40+84.02	42°50'47.46" N	106°19'31.10" W	S00°54'59"E	162.64'
62	42+46.66	42°50'45.85" N	106°19'31.09" W	S00°44'05"E	78.76'
63	43+25.42	42°50'45.07" N	106°19'31.09" W	S12°19'25"E	3.26'
64	43+28.88	42°50'45.04" N	106°19'31.08" W	S04°23'22"W	3.95'
65	43+32.63	42°50'45.00" N	106°19'31.09" W	S04°01'23"W	19.24'
66	43+51.87	42°50'44.81" N	106°19'31.11" W	S03°58'05"E	68.45'
67	44+20.32	42°50'44.14" N	106°19'31.06" W	S01°27'39"E	98.13'
68	45+18.45	42°50'43.17" N	106°19'31.04" W	S00°15'34"E	149.70'
69	46+68.15	42°50'41.69" N	106°19'31.05" W	S02°17'55"E	44.86'
70	47+13.01	42°50'41.25" N	106°19'31.04" W	S00°25'32"E	99.69'
71	48+12.70	42°50'40.26" N	106°19'31.04" W	S01°53'51"W	3.96'
72	48+16.66	42°50'40.23" N	106°19'31.05" W	S00°24'50"E	224.48'
73	50+41.14	42°50'38.01" N	106°19'31.06" W	S04°20'08"E	41.75'
74	50+82.89	42°50'37.60" N	106°19'31.02" W	S00°24'48"E	102.42'
75	51+85.31	42°50'36.58" N	106°19'31.03" W	S00°15'13"W	4.35'
76	51+89.66	42°50'36.54" N	106°19'31.03" W	S00°56'16"E	204.08'
77	53+93.74	42°50'34.53" N	106°19'31.02" W	S02°06'58"W	74.97'
78	54+68.71	42°50'33.79" N	106°19'31.07" W	S00°18'06"E	52.75'
1/4 Line	55+21.46	42°50'33.27" N	106°19'31.07" W		

BASIS OF BEARING IS THE EAST LINE
OF THE NORTH HALF OF THE
SOUTHEAST QUARTER OF SECTION 4
T33N, R79W N00°41'09"W

	ADVANCED COMMUNICATIONS TECHNOLOGIES <small>200 N. Brooks Street Shoshone, WY 82201</small>	CASPER ACT FIBER OPTIC	2008-00547
		ASBUILT EASEMENT ON AND ACROSS THE NE1/4 OF SEC. 8, T.33N, R.79W.	WYC-83-79-NE4
DATE: 01/04/2021	SCALE: -	SHEET: 3	

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CASPER ACT FIBER OPTIC
ASBUILT
NE1/4 OF SEC. 9, T.33N, R.79W.
OF THE 6TH PRINCIPAL MERIDIAN, CASPER, NATRONA COUNTY, WYOMING
EXHIBIT "A"

DESCRIPTION: CENTERLINE SURVEY CONTINUED

thence on an azimuth of S00°22'10"W a distance of 8.55 feet to a point (PI #38); thence on an azimuth of S00°22'10"W a distance of 294.84 feet to a point (PI #39); thence on an azimuth of S61°42'35"W a distance of 19.21 feet to a point (PI #40); thence on an azimuth of N89°37'50"W a distance of 144.38 feet to a point (PI #41); thence on an azimuth of S87°54'40"W a distance of 68.33 feet to a point (PI #42); thence on an azimuth of S02°08'06"E a distance of 8.37 feet to a point (PI #43); thence on an azimuth of S08°34'28"W a distance of 1.46 feet to a point (PI #44); thence on an azimuth of S38°11'41"W a distance of 1.77 feet to a point (PI #45); thence on an azimuth of S23°27'15"E a distance of 1.91 feet to a point (PI #46); thence on an azimuth of S84°21'27"E a distance of 9.70 feet to a point (PI #47); thence on an azimuth of S00°08'08"E a distance of 78.86 feet to a point (PI #48); thence on an azimuth of S04°01'32"W a distance of 33.30 feet to a point (PI #49); thence on an azimuth of S00°08'12"E a distance of 59.49 feet to a point (PI #50); thence on an azimuth of S02°28'07"E a distance of 113.31 feet to a point (PI #51); thence on an azimuth of S03°28'39"W a distance of 26.10 feet to a point (PI #52); thence on an azimuth of S08°15'02"E a distance of 4.09 feet to a point (PI #53); thence on an azimuth of S08°23'58"E a distance of 13.72 feet to a point (PI #54); thence on an azimuth of S00°58'11"E a distance of 44.72 feet to a point (PI #55); thence on an azimuth of S01°27'54"E a distance of 216.51 feet to a point (PI #56); thence on an azimuth of S08°23'33"W a distance of 41.87 feet to a point (PI #57); thence on an azimuth of S37°16'06"W a distance of 0.51 feet to a point (PI #58); thence on an azimuth of S01°34'06"E a distance of 82.22 feet to a point (PI #59); thence on an azimuth of S02°12'04"E a distance of 4.15 feet to a point (PI #60); thence on an azimuth of S00°03'44"E a distance of 222.84 feet to a point (PI #61); thence on an azimuth of S00°54'59"E a distance of 162.64 feet to a point (PI #62); thence on an azimuth of S00°44'08"E a distance of 78.78 feet to a point (PI #63); thence on an azimuth of S12°18'25"E a distance of 3.26 feet to a point (PI #64); thence on an azimuth of S04°23'22"W a distance of 3.95 feet to a point (PI #65); thence on an azimuth of S04°01'23"W a distance of 19.24 feet to a point (PI #66); thence on an azimuth of S03°58'06"E a distance of 68.45 feet to a point (PI #67); thence on an azimuth of S01°27'39"E a distance of 98.13 feet to a point (PI #68); thence on an azimuth of S00°15'34"E a distance of 149.70 feet to a point (PI #69); thence on an azimuth of S02°17'55"E a distance of 44.86 feet to a point (PI #70); thence on an azimuth of S00°26'32"E a distance of 99.89 feet to a point (PI #71); thence on an azimuth of S01°53'51"W a distance of 3.98 feet to a point (PI #72); thence on an azimuth of S00°24'50"E a distance of 224.48 feet to a point (PI #73); thence on an azimuth of S04°20'08"E a distance of 41.76 feet to a point (PI #74); thence on an azimuth of S00°24'48"E a distance of 102.42 feet to a point (PI #75); thence on an azimuth of S00°15'13"W a distance of 4.36 feet to a point (PI #76); thence on an azimuth of S00°56'16"E a distance of 204.08 feet to a point (PI #77); thence on an azimuth of S02°06'58"W a distance of 74.97 feet to a point (PI #78); thence on an azimuth of S00°18'06"E a distance of 52.75 feet to a point on the 1/4 Line;

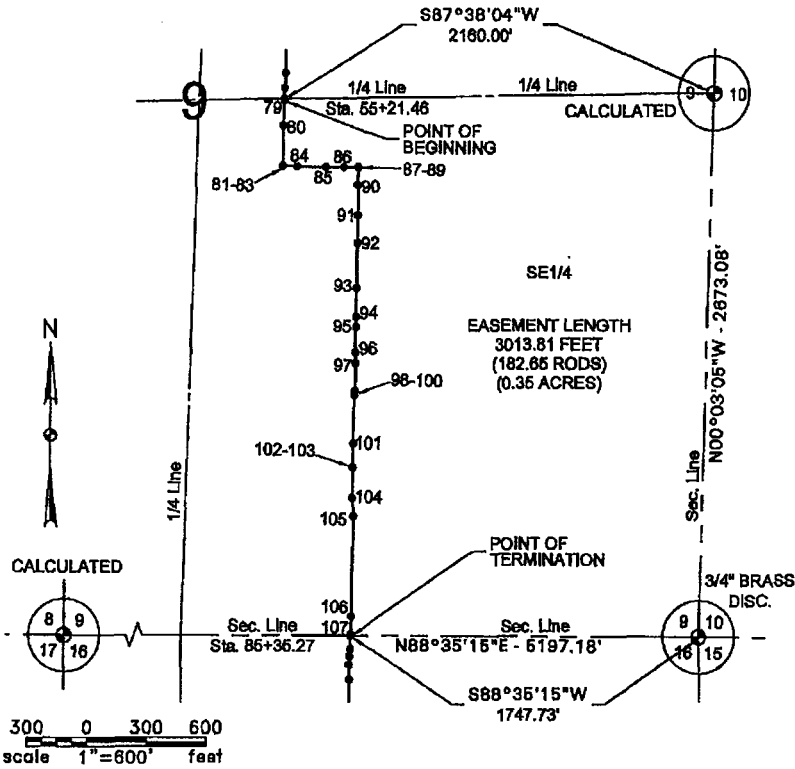
BASIS OF BEARING IS THE EAST LINE
 OF THE NORTH HALF OF THE
 SOUTHEAST QUARTER OF SECTION 4
 T33N, R79W N00°41'09"W

	ADVANCED COMMUNICATIONS TECHNOLOGIES <small>299 N. Durbin Street Cheyenne, WY 82001</small>	CASPER ACT FIBER OPTIC	<small>BOOK</small> 2008-0067 <small>PROPERTY</small> WY-9-33-78-NE4
	<small>DATE</small> 11/20/08	<small>DESCRIPTION</small> ASBUILT EASEMENT ON AND ACROSS THE NE1/4 OF SEC. 9, T.33N, R.79W.	<small>SHEET</small> 4

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CASPER ACT FIBER OPTIC
 ASBUILT
 SE1/4 OF SEC. 9, T.33N, R.79W.
 OF THE 6TH PRINCIPAL MERIDIAN, CASPER, NATRONA COUNTY, WYOMING
 EXHIBIT "A"




BASIS OF BEARING IS THE EAST LINE
 OF THE NORTH HALF OF THE
 SOUTHEAST QUARTER OF SECTION 4
 T33N, R79W N00°41'09"W

	ADVANCED COMMUNICATIONS TECHNOLOGIES 200 N. Brooks Street Cheyenne, WY 82001	CASPER ACT FIBER OPTIC	JOB NO. 2009-00547 TRACT NUMBER WY-0-03-79-054 SHEET 1
	DATE: 8/28/2011	ASBUILT EASEMENT ON AND ACROSS THE SE1/4 OF SEC. 9, T.33N, R.79W.	

CASPER ACT FIBER OPTIC
 ASBUILT
 SE1/4 OF SEC. 9, T.33N, R.79W.
 OF THE 6TH PRINCIPAL MERIDIAN, CASPER, NATRONA COUNTY, WYOMING
 EXHIBIT "A"

PI #	STATIONING	LATITUDE	LONGITUDE	DIRECTION	DISTANCE
1/4 Line	55+21.46	42°50'33.27" N	106°19'31.07" W	S00°18'08"E	7.35'
79	55+28.81	42°50'33.19" N	106°19'31.07" W	S00°40'48"W	119.95'
80	56+48.76	42°50'32.01" N	106°19'31.11" W	S01°08'16"E	197.43'
81	58+46.19	42°50'30.06" N	106°19'31.09" W	S02°32'27"E	1.23'
82	58+47.42	42°50'30.05" N	106°19'31.09" W	S69°26'46"E	2.19'
83	58+49.61	42°50'30.04" N	106°19'31.06" W	S89°38'04"E	69.44'
84	59+19.05	42°50'30.03" N	106°19'30.13" W	N88°57'58"E	144.64'
85	60+63.69	42°50'30.03" N	106°19'28.19" W	N88°48'21"E	90.28'
86	61+53.97	42°50'30.04" N	106°19'26.98" W	N87°49'46"E	72.60'
87	62+26.57	42°50'30.08" N	106°19'26.00" W	S62°29'27"E	1.55'
88	62+28.12	42°50'30.05" N	106°19'25.99" W	S16°55'28"E	2.34'
89	62+30.46	42°50'30.03" N	106°19'25.98" W	S00°51'43"W	85.87'
90	63+16.13	42°50'29.18" N	106°19'26.01" W	S01°33'51"E	148.80'
91	64+64.93	42°50'27.71" N	106°19'25.98" W	S00°51'50"E	135.24'
92	66+00.17	42°50'26.38" N	106°19'25.97" W	S00°34'01"E	222.53'
93	66+22.70	42°50'24.18" N	106°19'25.98" W	S01°08'14"E	141.96'
94	69+64.66	42°50'22.78" N	106°19'25.96" W	S00°18'39"E	51.42'
95	70+16.08	42°50'22.27" N	106°19'25.97" W	S00°18'03"W	125.87'
96	71+41.95	42°50'21.03" N	106°19'26.00" W	S03°27'43"E	53.83'
97	71+95.78	42°50'20.50" N	106°19'25.96" W	S00°38'35"E	135.24'
98	73+31.02	42°50'19.16" N	106°19'25.97" W	S16°56'28"W	4.53'
99	73+35.55	42°50'19.12" N	106°19'25.98" W	S06°57'42"W	18.33'
100	73+51.88	42°50'18.96" N	106°19'26.01" W	S00°52'16"E	235.11'
101	75+86.99	42°50'16.64" N	106°19'26.00" W	S00°33'42"E	113.47'
102	77+00.46	42°50'15.51" N	106°19'26.01" W	S11°22'16"E	2.29'
103	77+02.75	42°50'15.49" N	106°19'26.00" W	S00°57'22"E	152.38'
104	78+55.13	42°50'13.99" N	106°19'25.98" W	S03°22'22"E	89.88'
105	79+45.01	42°50'13.10" N	106°19'25.93" W	S00°49'29"E	493.35'
106	84+38.36	42°50'08.23" N	106°19'25.92" W	S00°50'30"W	90.32'
107	85+28.88	42°50'07.34" N	106°19'25.95" W	S01°55'59"E	6.59'
Sec. Line	85+35.27	42°50'07.27" N	106°19'25.95" W		

BASIS OF BEARING IS THE EAST LINE
 OF THE NORTH HALF OF THE
 SOUTHEAST QUARTER OF SECTION 4
 T33N, R79W N00°41'09"W

	ADVANCED COMMUNICATIONS TECHNOLOGIES	CASPER ACT FIBER OPTIC	JOB NO. 2009-06547
	200 N. Brooks Street Sheridan, WY 82801	ASBUILT EASEMENT ON AND ACROSS THE SE1/4 OF SEC. 9, T.33N, R.79W.	COUNTY RECORD WY-6-33-79-6E4
DATE 1/12/2011	PROJECT -		SHEET 2

Jan 27, 2011 - 8:59 AM - K:\Projects\T\Woods\ACT\9898_0647\CADD\wkt\KLT_06547.dwg

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CASPER ACT FIBER OPTIC

ASBUILT
SE1/4 OF SEC. 9, T.33N, R.79W.
OF THE 8TH PRINCIPAL MERIDIAN, CASPER, NATRONA COUNTY, WYOMING
EXHIBIT "A"

DESCRIPTION: CENTERLINE SURVEY CONTINUED

thence on an azimuth of S00°18'06"E a distance of 7.35 feet to a point (PI #79); thence on an azimuth of S00°40'48"W a distance of 119.95 feet to a point (PI #80); thence on an azimuth of S01°09'18"E a distance of 197.43 feet to a point (PI #81); thence on an azimuth of S02°32'27"E a distance of 1.23 feet to a point (PI #82); thence on an azimuth of S69°28'46"E a distance of 2.19 feet to a point (PI #83); thence on an azimuth of S89°38'04"E a distance of 69.44 feet to a point (PI #84); thence on an azimuth of N88°57'58"E a distance of 144.64 feet to a point (PI #85); thence on an azimuth of N88°48'21"E a distance of 90.28 feet to a point (PI #86); thence on an azimuth of N87°49'46"E a distance of 72.60 feet to a point (PI #87); thence on an azimuth of S62°29'27"E a distance of 1.55 feet to a point (PI #88); thence on an azimuth of S16°55'28"E a distance of 2.34 feet to a point (PI #89); thence on an azimuth of S00°51'43"W a distance of 85.67 feet to a point (PI #90); thence on an azimuth of S01°33'51"E a distance of 148.80 feet to a point (PI #91); thence on an azimuth of S00°51'50"E a distance of 135.24 feet to a point (PI #92); thence on an azimuth of S00°34'01"E a distance of 222.53 feet to a point (PI #93); thence on an azimuth of S01°09'14"E a distance of 141.96 feet to a point (PI #94); thence on an azimuth of S00°18'39"E a distance of 51.42 feet to a point (PI #95); thence on an azimuth of S00°18'03"W a distance of 125.87 feet to a point (PI #96); thence on an azimuth of S03°27'43"E a distance of 53.83 feet to a point (PI #97); thence on an azimuth of S00°38'35"E a distance of 135.24 feet to a point (PI #98); thence on an azimuth of S16°58'28"W a distance of 4.53 feet to a point (PI #99); thence on an azimuth of S08°57'42"W a distance of 10.33 feet to a point (PI #100); thence on an azimuth of S00°52'16"E a distance of 235.11 feet to a point (PI #101); thence on an azimuth of S00°33'42"E a distance of 113.47 feet to a point (PI #102); thence on an azimuth of S11°22'16"E a distance of 2.29 feet to a point (PI #103); thence on an azimuth of S00°57'22"E a distance of 152.38 feet to a point (PI #104); thence on an azimuth of S03°22'22"E a distance of 89.88 feet to a point (PI #105); thence on an azimuth of S00°49'29"E a distance of 493.35 feet to a point (PI #106); thence on an azimuth of S00°50'30"W a distance of 90.32 feet to a point (PI #107); thence on an azimuth of S01°55'59"E a distance of 6.59 feet to a point on the Sec. Line;

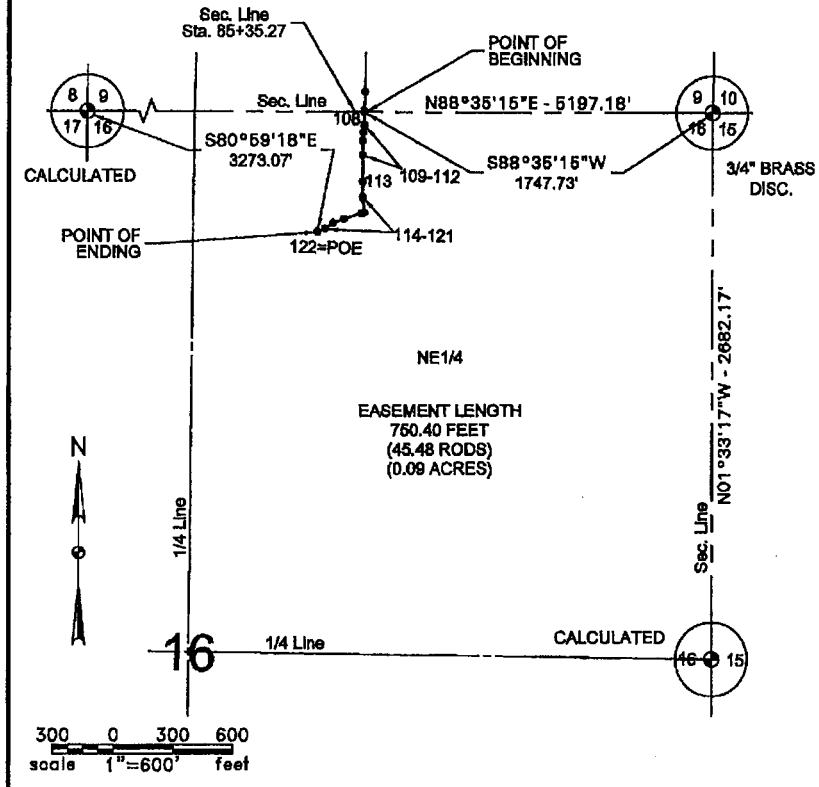
BASIS OF BEARING IS THE EAST LINE
OF THE NORTH HALF OF THE
SOUTHEAST QUARTER OF SECTION 4
T33N, R79W N00°41'09"W

	ADVANCED COMMUNICATIONS TECHNOLOGIES 320 N. Brooks Street Sheridan, WY 82801	CASPER ACT FIBER OPTIC		JOB NO.	2008-00547
		ASBUILT EASEMENT ON AND ACROSS THE SE1/4 OF SEC. 9, T.33N, R.79W.		COUNTY NUMBER	WY-4-83-79-8E4
DATE	PLANSHEET	REVISION		BOILER	3


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CASPER ACT FIBER OPTIC
ASBUILT
NE1/4 OF SEC. 16, T.33N, R.79W.
OF THE 6TH PRINCIPAL MERIDIAN, CASPER, NATRONA COUNTY, WYOMING
EXHIBIT "A"



BASIS OF BEARING IS THE EAST LINE
 OF THE NORTH HALF OF THE
 SOUTHEAST QUARTER OF SECTION 4
 T33N, R79W N00°41'09\"W


	ADVANCED COMMUNICATIONS TECHNOLOGIES 230 N. Brooks Street Cheyenne, WY 82001	CASPER ACT FIBER OPTIC		JOB NO. 2008-00647
		ASBUILT EASEMENT ON AND ACROSS THE NE1/4 OF SEC. 16, T.33N, R.79W.		TRACT NUMBER WY-16-33-79-NE4
SHEET NO. 1	DATE 01/08/2008	DRAWN BY	CHECKED BY	1

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CASPER ACT FIBER OPTIC
ASBUILT
NE1/4 OF SEC. 16, T.33N, R.79W.
OF THE 8TH PRINCIPAL MERIDIAN, CASPER, NATRONA COUNTY, WYOMING
EXHIBIT "A"

PI #	STATIONING	LATITUDE	LONGITUDE	DIRECTION	DISTANCE
Sec. Line	85+35.27	42°50'07.27" N	106°19'25.95" W	S01°55'59"E	63.33'
108	85+98.80	42°50'08.65" N	106°19'25.93" W	S16°56'59"W	4.04'
109	86+02.64	42°50'08.61" N	106°19'25.95" W	S03°34'52"W	33.64'
110	86+36.28	42°50'08.28" N	106°19'25.98" W	S02°49'25"W	41.54'
111	86+77.82	42°50'05.87" N	106°19'26.01" W	S01°34'13"E	71.88'
112	87+49.70	42°50'05.16" N	106°19'26.00" W	S00°55'38"E	130.98'
113	88+80.88	42°50'03.86" N	106°19'25.99" W	S02°08'06"E	75.18'
114	89+55.86	42°50'03.12" N	106°19'25.97" W	S00°27'09"E	4.09'
115	89+59.95	42°50'03.08" N	106°19'25.97" W	S06°47'58"E	74.72'
116	90+34.67	42°50'02.35" N	106°19'25.86" W	S32°31'30"W	1.58'
117	90+36.25	42°50'02.33" N	106°19'25.87" W	S80°51'07"W	11.77'
118	90+48.02	42°50'02.32" N	106°19'26.03" W	S71°08'56"W	91.26'
119	91+39.28	42°50'02.04" N	106°19'27.19" W	S68°48'45"W	57.67'
120	91+96.95	42°50'01.82" N	106°19'27.81" W	S54°12'34"W	48.04'
121	92+44.99	42°50'01.54" N	106°19'28.43" W	S67°11'35"W	40.68'
122=POE	92+85.67	42°50'01.39" N	106°19'28.94" W		

BASIS OF BEARING IS THE EAST LINE
OF THE NORTH HALF OF THE
SOUTHEAST QUARTER OF SECTION 4
T33N, R79W N00°41'09"W

	ADVANCED COMMUNICATIONS TECHNOLOGIES <small>280 N. Brooks Street Sheridan, WY 82801</small>		CASPER ACT FIBER OPTIC	<small>2008-00547</small>
			ASBUILT EASEMENT ON AND ACROSS THE NE1/4 OF SEC. 16, T.33N, R.79W.	<small>WY-16-33-79-NE4</small> 2

July 27, 2021 - 6:58 AM - K:\Projects\T33N33R79W_857PCAD04\KJL_Draft.dwg © KJL 2021

CASPER ACT FIBER OPTIC

ASBUILT
NE1/4 OF SEC. 16, T.33N, R.79W.
OF THE 6TH PRINCIPAL MERIDIAN, CASPER, NATRONA COUNTY, WYOMING
EXHIBIT "A"

DESCRIPTION: CENTERLINE SURVEY CONTINUED

thence on an azimuth of S01°56'59"E a distance of 63.33 feet to a point (PI #108); thence on an azimuth of S16°56'59"W a distance of 4.04 feet to a point (PI #109); thence on an azimuth of S03°34'52"W a distance of 33.64 feet to a point (PI #110); thence on an azimuth of S02°49'25"W a distance of 41.54 feet to a point (PI #111); thence on an azimuth of S01°34'13"E a distance of 71.88 feet to a point (PI #112); thence on an azimuth of S00°55'38"E a distance of 130.98 feet to a point (PI #113); thence on an azimuth of S02°08'08"E a distance of 75.18 feet to a point (PI #114); thence on an azimuth of S00°27'09"E a distance of 4.09 feet to a point (PI #115); thence on an azimuth of S06°47'56"E a distance of 74.72 feet to a point (PI #116); thence on an azimuth of S32°31'30"W a distance of 1.58 feet to a point (PI #117); thence on an azimuth of S80°51'07"W a distance of 11.77 feet to a point (PI #118); thence on an azimuth of S71°08'56"W a distance of 91.28 feet to a point (PI #119); thence on an azimuth of S66°48'45"W a distance of 67.87 feet to a point (PI #120); thence on an azimuth of S54°12'34"W a distance of 48.04 feet to a point (PI #121); thence on an azimuth of S87°11'35"W a distance of 40.88 feet to the POINT OF ENDING. Said point lies on an azimuth of S60°59'18"E a distance of 3273.07 feet from the northwest corner of said Section 16.

Covering in all 9286.87 feet (682.77 rods). (1.07 acres)

Basis of bearing is the East line of the North Half of the Southeast Quarter Section 4 Township 33 North, Range 79 West N00°41'09"W.


NOTES:

- Survey is based on EAST CENTRAL ZONE, NAD83, U.S. Foot. Azimuths shown are grid azimuths, distances shown are grid distances.
- Sketches of easements depicted herein are based on information obtained while conducting the survey for easement acquisition and on deeds supplied by the client, and DO NOT CONSTITUTE THE RESULTS OF A FULL BOUNDARY SURVEY.



I, Eric L. Hearon, a Professional Land Surveyor, W.Y. PLS No. 17229, do hereby certify that the survey plat shown hereon was made by me, or under my direction, from notes made in the field, and the same is true and correct to the best of my knowledge and belief. The field survey was performed by Monty Wallace in July, 20 2020.

FIELD BOOK: BK-1, Pgs. 16-20

	ADVANCED COMMUNICATIONS TECHNOLOGIES 200 N. Brooks Street Sheridan, WY 82801	CASPER ACT FIBER OPTIC	DATE: 2008-02-07 COUNTY: WY-16-33-79-NE4 SHEET:
		ASBUILT EASEMENT ON AND ACROSS THE NE1/4 OF SEC. 16, T.33N, R.79W.	3

Jun 27, 2021 1:58:41 AM - K:\Projects\Fiber\ACT\16368_004\Fiber\Drawings\03a.dwg

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I25 Walsh Drive Road Move

2,046 feet



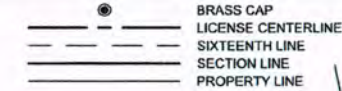
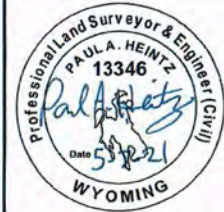
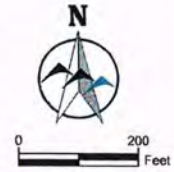
I25 Walsh Drive Road Move (1 page)

LICENSE CENTERLINE SUMMARY		
APPARENT OWNER	LENGTH (FEET)	LENGTH (RODS)
SEGMENT "A" (HIGHWAY COMMISSION OF WYOMING)	167.15	10.13
SEGMENT "B" (CITY OF CASPER RAILS-TO-TRAILS)	1783.56	108.09
SEGMENT "C" (HIGHWAY COMMISSION OF WYOMING)	19.24	1.17
SEGMENT "D" (CITY OF CASPER)	159.42	9.86
SEGMENT "E" (CITY OF CASPER WALSH DRIVE)	102.60	6.22
SEGMENT "F" (HIGHWAY COMMISSION OF WYOMING)	111.52	6.76
TOTAL LENGTH	2343.49	142.03

LEGAL DESCRIPTION

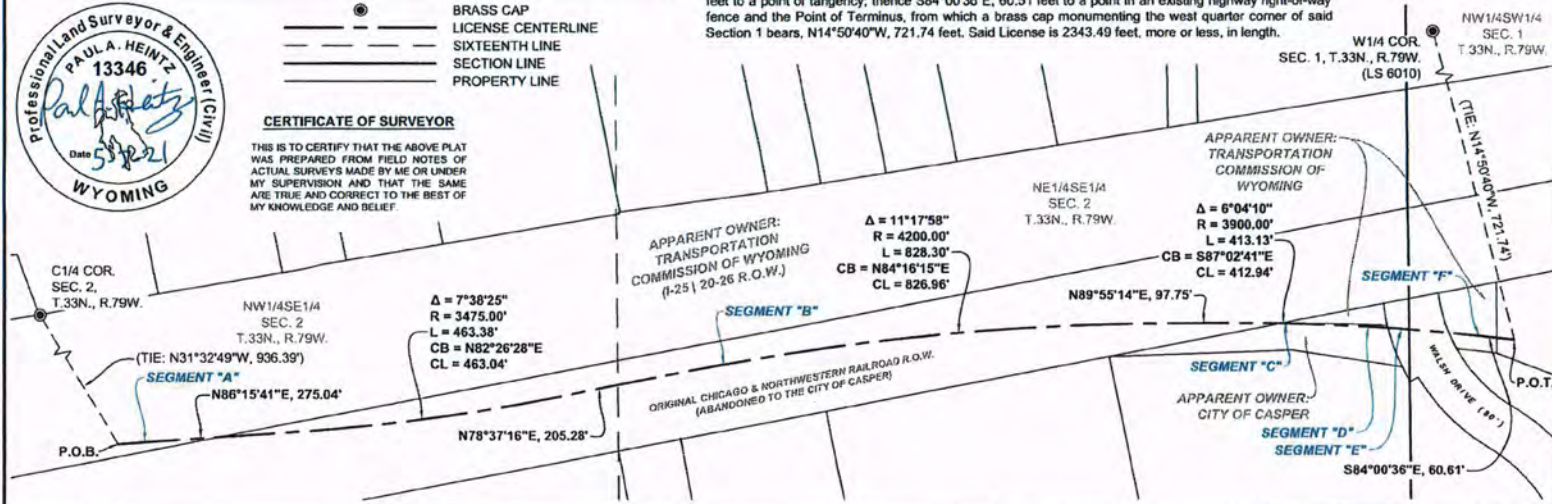
A License located in and being a portion of the N1/2SE1/4 Section 2 & NW1/4SW1/4 Section 1, Township 33 North, Range 79 West of the Sixth Principal Meridian, Natrona County, Wyoming, being more particularly described by centerline as follows:

Beginning at a point in an existing highway right-of-way fence, from which a brass cap monumenting the center quarter corner of said Section 2 bears, N31°32'49"W, 936.39 feet; thence from said Point of Beginning along the centerline being described N86°15'41"E, 275.04 feet; thence 463.38 feet along a tangent curve to the left having a radius of 3475.00 feet, a central angle of 7°38'25", a chord bearing of N82°26'28"E, and a chord length of 463.04 feet to a point of tangency; thence N78°37'16"E, 205.28 feet; thence 828.30 feet along a tangent curve to the right having a radius of 4200.00 feet, a central angle of 11°17'58", a chord bearing of N84°16'15"E, and a chord length of 826.96 feet to a point of tangency; thence N89°55'14"E, 97.75 feet; thence 413.13 feet a tangent curve to the right having a radius of 3900.00 feet, a central angle of 6°04'10", a chord bearing of S87°02'41"E, and a chord length of 412.94 feet to a point of tangency; thence S84°00'36"E, 60.51 feet to a point in an existing highway right-of-way fence and the Point of Terminus, from which a brass cap monumenting the west quarter corner of said Section 1 bears, N14°50'40"W, 721.74 feet. Said License is 2343.49 feet, more or less, in length.



CERTIFICATE OF SURVEYOR

THIS IS TO CERTIFY THAT THE ABOVE PLAT WAS PREPARED FROM FIELD NOTES OF ACTUAL SURVEYS MADE BY ME OR UNDER MY SUPERVISION AND THAT THE SAME ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.



DESIGNED BY: WWC
 DRAWN BY: SMC
 CHECKED BY: PAH
 DATE: 5/8/2021

SHEET
1 of 1

RANGE TELEPHONE COOPERATIVE, INC
 WYOMING DEPARTMENT OF TRANSPORTATION I-25 REROUTE
CITY OF CASPER FIBER OPTIC LICENSE
 N1/2SE1/4 SECTION 2 & NW1/4SW1/4 SECTION 1, T.33N., R.79W., NATRONA COUNTY, WYOMING

PREPARED BY:

 WWC ENGINEERING
 5880 ENTERPRISE DR., SUITE 600
 CASPER, WY 82509
 (307) 473-2787
 www.wwcengineering.com

NO.	REVISION	BY	DATE

PROJECT NO.: 2021172

K:\SHERIDAN\RANGE\2021172 METES AND BOUNDS EXHIBIT\05CAD\SHETS\2021172-ESMT.DWG 5/8/2021 4:24 PM

444 W Collins Drive

1,516 feet



444 W Collins Drive (1 page)

LEGAL DESCRIPTION

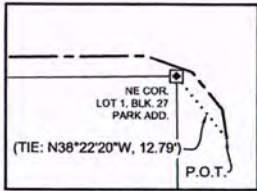
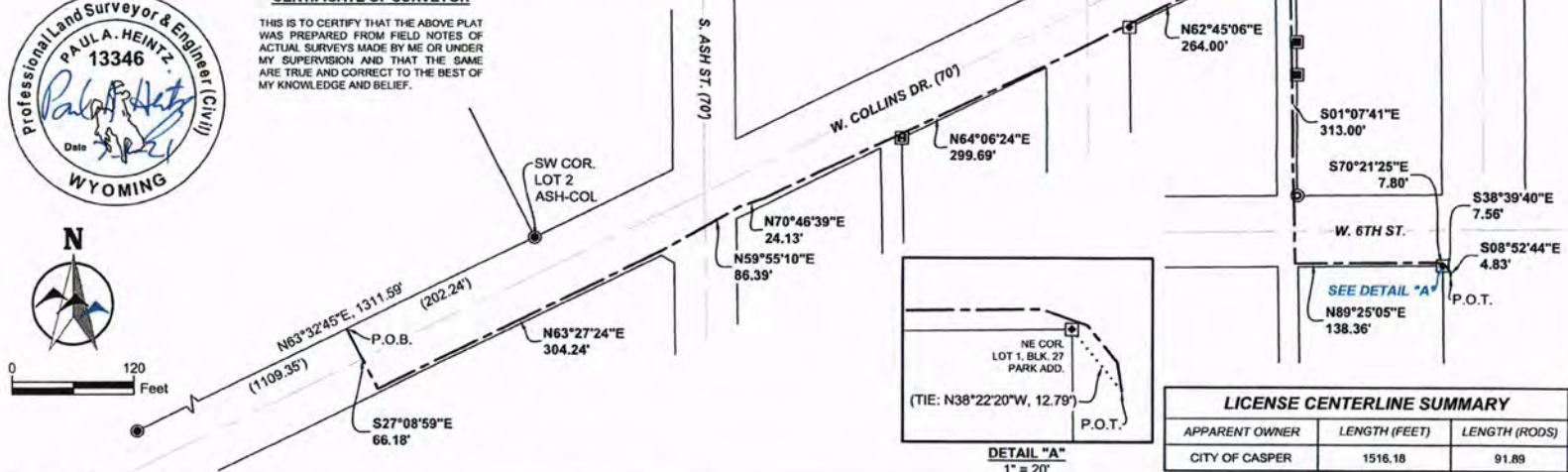
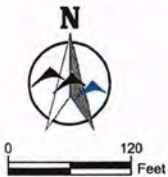
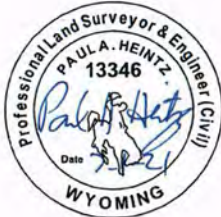
A License located in and being a portion of the SE1/4NW1/4, SW1/4NE1/4 Section 9, Township 33 North, Range 79 West of the Sixth Principal Meridian, Natrona County, Wyoming, being more particularly described by centerline as follows:

Beginning at a point in the northwesterly right-of-way line of W. Collins Dr., from which a brass cap monumenting the southwesterly corner of Lot 2, Ash-Col Addition bears, N63°32'45"E, 202.24 feet; thence, S27°08'59"E, 66.18 feet; thence N63°27'24"E, 304.24 feet; thence N59°55'10"E, 86.39 feet; thence N70°46'39"E, 24.13 feet; thence N64°06'24"E, 299.69 feet; thence N62°45'06"E, 264.00 feet; thence S01°07'41"E, 313.00 feet; thence N89°25'05"E, 138.36 feet; thence S70°21'25"E, 7.80 feet; thence S38°39'40"E, 7.56 feet; thence S08°52'44"E, 4.83 feet to the Point of Terminus, from which a 5/8" rebar monumenting the northeast corner of Lot 10, Block 27, Park Addition bears, N38°22'20"W, 12.79 feet. Said License is 1516.18 feet, more or less, in length.

- ⊕ RECOVERED REBAR
- ⊙ RECOVERED LEAD & TACK
- ⊙ RECOVERED IRON PIPE
- ⊕ RECOVERED CHISELED "X"
- ⊕ RECOVERED ALUMINUM CAP
- ⊙ RECOVERED BRASS CAP
- LICENSE CENTERLINE
- PROPERTY LINE

CERTIFICATE OF SURVEYOR

THIS IS TO CERTIFY THAT THE ABOVE PLAT WAS PREPARED FROM FIELD NOTES OF ACTUAL SURVEYS MADE BY ME OR UNDER MY SUPERVISION AND THAT THE SAME ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.



LICENSE CENTERLINE SUMMARY		
APPARENT OWNER	LENGTH (FEET)	LENGTH (RODS)
CITY OF CASPER	1516.18	91.89

DESIGNED BY: WWC
 DRAWN BY: SWC
 CHECKED BY: PAN
 DATE: 7/1/2021

SHEET
1 of 1

RANGE TELEPHONE COOPERATIVE, INC
 STATE OF WYOMING - CASPER OFFICE INTERCONNECT
CITY OF CASPER FIBER OPTIC LICENSE
 SE1/4NW1/4, SW1/4NE1/4, SECTION 9, T.33N., R.79W., NATRONA COUNTY, WYOMING

PREPARED BY:
WWC ENGINEERING
 5880 ENTERPRISE DR., SUITE 600
 CASPER, WY 82609
 (307) 473-2707
 www.wwcengineering.com

NO.	REVISION	BY	DATE

PROJECT NO.: 2021240

K:\SHERIDAN\ RANGE\2021240 RANGE METES AND BOUNDS\05\CAD\SHETS\2021240-ESMT.DWG 6/30/2021 1:11 PM

Exhibit B

**See “ACT_City of Casper Exhibit B project list and cost”
spreadsheet.**

Exhibit C

**See “ACT _City of Casper Exhibit C_Lineal Price Per
Foot Table” spreadsheet.**

Exhibit C: Annual Price Per Lineal Foot of Cable in Right of Ways

Initial 5 Year Term

Year	Yearly Cost Per Foot of Cable	Annual Increase %
1	\$ 0.120	
2	\$ 0.123	2.90%
3	\$ 0.127	2.90%
4	\$ 0.131	2.90%
5	\$ 0.135	2.90%

3rd Rewal Term (Years 16-20)

Year	Yearly Cost Per Foot of Cable	Annual Increase %
16	0.185	2.90%
17	0.190	2.90%
18	0.196	2.90%
19	0.201	2.90%
20	0.207	2.90%

1st Rewal Term (Years 6-10)

Year	Yearly Cost Per Foot of Cable	Annual Increase %
6	0.139	2.90%
7	0.143	2.90%
8	0.147	2.90%
9	0.151	2.90%
10	0.155	2.90%

4th Renewal (Years 21-25)

Year	Yearly Cost Per Foot of Cable	Annual Increase %
21	0.213	2.90%
22	0.220	2.90%
23	0.226	2.90%
24	0.232	2.90%
25	0.239	2.90%

2nd Rewal Term (Years 11-15)

Year	Yearly Cost Per Foot of Cable	Annual Increase %
11	0.160	2.90%
12	0.165	2.90%
13	0.169	2.90%
14	0.174	2.90%
15	0.179	2.90%

RESOLUTION NO.21-119

A RESOLUTION AUTHORIZING A TELECOMMUNICATIONS RIGHT OF WAY USE AGREEMENT BETWEEN ADVANCED COMMUNICATIONS TECHNOLOGY, INC. (DBA RANGE), AND THE CITY OF CASPER, WYOMING.

WHEREAS, the governing body of the City of Casper may perform all acts in relation to the concerns of the City necessary to the exercise of its corporate powers; including adopting ordinances, resolutions, and regulations, necessary for the health safety and welfare of the City; and,

WHEREAS, Advanced Communications Technology, Inc., (d/b/a Range) desires to install conduit to maintain a fiber-optic communications system on the City's public right-of-ways (Streets); and,

WHEREAS, the terms between the parties are set forth in this Telecommunications Right of Way Use 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, a Telecommunications Right of Way Use Agreement between Advanced Communications Technology, Inc. (DBA RANGE), and the City of Casper, Wyoming.

PASSED, APPROVED, AND ADOPTED on this ____ day of _____, 2021.

APPROVED AS TO FORM:




ATTEST:


Fleur Tremel
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Steven K. Freel
Mayor

August 6, 2021

MEMO TO: J. Carter Napier, City Manager 

FROM: Andrew Beamer, P.E., Public Services Director 
Bruce Martin, Public Utilities Manager
Megan Lockwood, WWTP Manager

SUBJECT: Authorizing a Procurement of Goods Agreement with Keenan Supply Casper, in the amount of \$37,084.89, for grit removal system piping and fittings for use at the Sam H. Hobbs Wastewater Treatment Plant (WWTP).

Meeting Type & Date

Regular Council Meeting
August 17, 2021

Action Type

Resolution

Recommendation

That Council, by resolution, authorize a Procurement of Goods Agreement with Keenan Supply, Casper, WY, in the amount of \$37,084.89 for piping and fittings to be used at the WWTP.

Summary

The preliminary treatment process at the WWTP includes a grit removal system. The grit removal system, which includes glass lined piping and fittings, removes grit from the raw wastewater stream so as to prevent damage and fouling to downstream equipment and tanks. The existing grit system, worn from normal wear and tear and constant exposure to corrosive hydrogen sulfide gas, requires replacement. This procurement agreement is for the piping and fittings that are used throughout the system. The other components will be sourced using additional procurement agreements as those are from a different vendor.

It is proposed to purchase the new piping and fittings and utilize City Wastewater Maintenance Staff to install them.

Quotes for the grit system piping and fittings were obtained from two vendors as this is specialty equipment for wastewater treatment. The quotes received that meet specifications are as follows:

<u>Vendor</u>	<u>Amount</u>
Keenan Supply	\$37,084.89
Ferguson Waterworks	\$39,281.44

Procurement of Goods
Keenan Supply Casper
Grit Removal System Piping and Fittings

The low quote for supplying the piping and fittings is Keenan Supply of Casper, WY.

Financial Considerations

Funds for the procurement of the grit system piping and fittings are included in the FY22 Wastewater Fund.

Oversight/Project Responsibility

Megan Lockwood, WWTP Manager

Attachments

Resolution

Purchase Agreement with Exhibit "A"

Procurement of Goods Agreement (Short Form)

This Procurement of Goods Agreement, dated as of _____, 2021 (this "Agreement," to be referenced by Quote #S016626571 is entered into between the City of Casper, Wyoming, a Wyoming municipal corporation with offices located at 200 North David Street, Casper, Wyoming 82601 ("Buyer") and Keenan Supply Casper, a Wyoming Company with offices located at 1224 Howard Street, Casper, WY, 82601-9220 ("Seller"), and together with Buyer, the "Parties", and each, a "Party").

RECITALS

WHEREAS, Seller is in the business of selling glass lined piping and fittings for use on grit removal systems; and

WHEREAS, Buyer desires to purchase from Seller, and Seller desires to sell to Buyer the Goods.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Sale of Goods. Seller shall sell to Buyer and Buyer shall purchase from Seller the goods set forth on Exhibit A (the "Goods"), hereto attached and made part of the Agreement, in the quantities and at the prices and upon the terms and conditions set forth in this Agreement.

2. Delivery Date. Seller shall deliver the Goods by September 30, 2021 in the quantities specified in Exhibit A, hereto attached and made part of the Agreement, or as otherwise agreed in writing by the Parties (the "Delivery Date"). Timely delivery of the Goods is of the essence. If Seller fails to deliver the Goods in full on the Delivery Date, Buyer may terminate this Agreement immediately by providing written notice to Seller and Seller shall indemnify Buyer against any losses, claims, damages, and reasonable costs and expenses directly attributable to Seller's failure to deliver the Goods on the Delivery Date.

3. Quantity. Seller shall deliver the quantities of the Goods specified in Exhibit A, hereto attached and made part of the Agreement. If Seller delivers more or less than the quantity of Goods specified in Exhibit A, as modified, hereto attached and made part of the Agreement, Buyer may reject all or any excess Goods. Any such rejected Goods shall be returned to Seller at Seller's risk and expense. If Buyer does not reject the Goods and instead accepts the delivery of Goods at the increased or reduced quantity, the Price for the Goods shall be adjusted on a pro-rata basis.

4. Delivery Location. All Goods shall be delivered to 2400 Bryan Evansville Road, Casper, Wyoming, (the "Delivery Location") during Buyer's normal business hours of Monday through

Procurement of Goods
Keenan Supply Casper
Grit Removal System Piping and Fittings

Friday, 8:00 a.m. to 5:00 p.m., or as otherwise instructed by Buyer.

5. Shipping Terms. Delivery shall be made Delivered Duty Paid (DDP) Delivery Location, Incoterms® 2010 in accordance with this Agreement. Seller shall give written notice of shipment to Buyer when the Goods are delivered to a carrier for transportation. Seller shall provide Buyer all shipping documents, including the commercial invoice, packing list, air waybill/bill of lading and any other documents necessary to release the Goods to Buyer within two business days after Seller delivers the Goods to the transportation carrier.

6. Title and Risk of Loss. Title passes to Buyer upon delivery of the Goods to the Delivery Location. Seller bears all risk of loss or damage to the Goods until delivery of the Goods to the Delivery Location.

7. Packaging. Seller shall properly pack, mark and ship Goods as instructed by Buyer and otherwise in accordance with applicable law and industry standards and shall provide Buyer with shipment documentation showing the Agreement Reference Number, the quantity of pieces in shipment, the number of cartons or containers in shipment, Seller's name, the air waybill/bill of lading number, and the country of origin.

8. Inspection and Rejection of Nonconforming Goods. Buyer has the right to inspect the Goods on or after the Delivery Date. Buyer, at its sole option, may inspect all or a sample of the Goods, and may reject all or any portion of the Goods if it determines the Goods are nonconforming or defective. If Buyer rejects any portion of the Goods, Buyer has the right, effective upon written notice to Seller, to: (a) rescind this Agreement in its entirety; or (b) reject the Goods and require replacement of the rejected Goods. If Buyer requires replacement of the Goods, Seller shall, at its expense, promptly replace the nonconforming Goods and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective goods and the delivery of replacement Goods. Any inspection or other action by Buyer under this Section shall not reduce or otherwise affect Seller's obligations under this Agreement, and Buyer shall have the right to conduct further inspections after Seller has carried out its remedial actions.

9. Price. Buyer shall purchase the Goods from Seller at the prices set forth in Exhibit A, as modified, hereto attached and made part of the Agreement, as it may be modified from time to time by agreement of the Parties (the "Price"). The Price includes all packaging, transportation costs (subject to adjusted freight charges) to the Delivery Location, insurance, customs duties and fees and applicable taxes, including, but not limited to, all sales, use, or excise taxes. No increase in the Price is effective, whether due to increased material, labor, or transportation costs or otherwise, without the prior written consent of Buyer.

10. Payment Terms. Seller shall issue an invoice to Buyer within five days after the completion of delivery of the Goods. Buyer shall pay all properly invoiced amounts due to Seller within 45 days after Buyer's receipt of such invoice, except for any amounts disputed by Buyer in good faith. All payments hereunder must be in US dollars. In the event of a payment dispute, Buyer shall deliver a written statement to Seller no later than 15 days after invoiced amounts are delivered to the buyer on the disputed invoice listing all disputed items. The Parties shall seek to resolve all such disputes expeditiously and in good faith. Seller shall continue performing its

Procurement of Goods

Keenan Supply Casper

Grit Removal System Piping and Fittings

obligations under this Agreement notwithstanding any such dispute.

11. Setoff. Without prejudice to any other right or remedy it may have, Buyer reserves the right to set off at any time any amount owing to it by Seller against any amount payable by Buyer to Seller.

12. Warranties. Seller warrants to Buyer that for a period of twelve months after installation, all Goods will: (a) be free from any defects in workmanship, material, and design; (b) conform to applicable specifications, drawings, designs, samples, and other requirements specified by Buyer; (c) be fit for their intended purpose and operate as intended; (d) be merchantable; (e) be free and clear of all liens, security interests, or other encumbrances; and (f) not infringe or misappropriate any third party's patent or other intellectual property rights. These warranties survive any delivery, inspection, acceptance, or payment of or for the Goods by Buyer. These warranties are cumulative and in addition to any other warranty provided by law or equity. Any applicable statute of limitations runs from the date of Buyer's discovery of the noncompliance of the Goods with the foregoing warranties. If Buyer gives Seller notice of noncompliance with this Section, Seller shall, at its own cost and expense, promptly replace or repair the defective or nonconforming Goods and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective or nonconforming goods to Seller and the delivery of repaired or replacement Goods to Buyer.

13. Compliance with Law. Seller is in compliance with and shall comply with all applicable laws, regulations, and ordinances. Seller has and shall maintain in effect all the licenses, permissions, authorizations, consents, and permits that it needs to carry out its obligations under this Agreement.

14. General Indemnification. Seller agrees to indemnify Buyer, Buyer'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 Seller and any subcontractor thereof.

15. Intellectual Property Indemnification. Seller shall, at its expense, defend, indemnify, and hold harmless Buyer and any Indemnified Party against any and all Losses arising out of or in connection with any claim that Buyer's or Indemnified Party's use or possession of the Goods infringes or misappropriates the patent, copyright, trade secret or other intellectual property right of any third party. In no event shall Seller enter into any settlement without Buyer's or Indemnified Party's prior written consent.

16. Insurance. Before commencing with work under this Agreement, and for a period of 90 days after the date of this Agreement, Seller shall, at its own expense, maintain and carry insurance in full force and effect that includes, but is not limited to, commercial general liability (including product liability) with limits no less than \$250,000 for each occurrence and \$500,000 in the aggregate with financially sound and reputable insurers. Seller shall provide Buyer with a certificate of insurance from Seller's insurer evidencing the insurance coverage specified in this

Procurement of Goods

Keenan Supply Casper

Grit Removal System Piping and Fittings

Agreement. The certificate of insurance shall name Buyer as an additional insured. Seller shall provide Buyer with 30 days' advance written notice in the event of a cancellation or material change in Seller's insurance policy. Except where prohibited by law, Seller shall require its insurer to waive all rights of subrogation against Buyer's insurers and Buyer or the Indemnified Parties.

17. Termination. In addition to any remedies that may be provided under this Agreement, Buyer may terminate this Agreement with immediate effect upon written notice to Seller, either before or after the acceptance of the Goods, if Seller has not performed or complied with any of the terms and conditions of this Agreement, in whole or in part. If Seller becomes insolvent, is generally unable to pay, or fails to pay, its debts as they become due, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors, then Buyer may terminate this Agreement upon written notice to Seller. If a Force Majeure Event affecting Seller's performance of this Agreement continues for more than 14 days, then Buyer may terminate this Agreement upon written notice to Seller. If Buyer terminates this Agreement for any reason, Seller's sole and exclusive remedy is payment for the Goods received and accepted by Buyer prior to the termination.

18. Confidential Information. All non-public, confidential, or proprietary information of the Buyer, including, but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts, or rebates, disclosed by Buyer to Seller, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated, or otherwise identified as "confidential," in connection with this Agreement is confidential, solely for the use of performing this Agreement and may not be disclosed or copied unless authorized by Buyer in writing. Upon Buyer's request, Seller shall promptly return all documents and other materials received from Buyer. Buyer shall be entitled to injunctive relief for any violation of this Section. This Section shall not apply to information that is: (a) in the public domain; (b) known to the Seller at the time of disclosure; or (c) rightfully obtained by the Seller on a non-confidential basis from a third party.

19. Entire Agreement. This Agreement, including and together with any related exhibits, schedules, attachments, and appendices, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding such subject matter.

20. Survival. Subject to the limitations and other provisions of this Agreement: (a) the representations and warranties of the Parties contained herein shall survive the expiration or earlier termination of this Agreement; and (b) as well as any other provision that, in order to give proper effect to its intent, should survive such expiration or termination, shall survive the expiration or earlier termination of this Agreement. All other provisions of this Agreement shall not survive the expiration or earlier termination of this Agreement.

21. Notices. All notices, requests, consents, claims, demands, waivers, and other
Procurement of Goods
Keenan Supply Casper
Grit Removal System Piping and Fittings

communications under this Agreement (each, a “**Notice**”, and with the correlative meaning “**Notify**”) must be in writing and addressed to the other Party at its address set forth below (or to such other address that the receiving Party may designate from time to time in accordance with this Section). Unless otherwise agreed herein, all Notices must be delivered by personal delivery, nationally recognized overnight courier or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) on receipt by the receiving Party, and (b) if the Party giving the Notice has complied with the requirements of this Section.

Notice to Buyer: City of Casper
200 N. David St.
Casper, Wyoming 82601
Telephone: 307-235-8213

Notice to Seller: Keenan Supply Casper
1224 Howard Street
Casper, Wyoming 82601-9220
Telephone: 307-266-3110

22. Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement to effect the original intent of the Parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

23. Amendments. No amendment to, or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each Party.

24. Waiver. No waiver by any party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

25. Cumulative Remedies. All rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by either Party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any other agreement between the Parties, or otherwise. Notwithstanding the foregoing, the Parties intend that, if Buyer terminates the Agreement in accordance with Section 17, Seller’s sole and exclusive remedy is the right to payment for the Goods received and accepted.

Procurement of Goods
Keenan Supply Casper
Grit Removal System Piping and Fittings

26. Assignment. Seller shall not assign, transfer, delegate, or subcontract any of its rights or obligations under this Agreement without the prior written consent of Buyer. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment or delegation shall relieve the Seller of any of its obligations hereunder. Buyer may at any time assign, transfer or subcontract any or all of its rights or obligations under this Agreement without Seller's prior written consent.

27. Successors and Assigns. This Agreement is binding on and inures to the benefit of the Parties to this Agreement and their respective permitted successors and permitted assigns.

28. No Third-Party Beneficiaries. This Agreement benefits solely the Parties to this Agreement and their respective permitted successors and assigns and nothing in this Agreement, express or implied, confers on any other Person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

29. Choice of Law. This Agreement, including all exhibits, schedules, attachments, and appendices attached hereto, and all matters arising out of or relating to this Agreement, are governed by, and construed in accordance with, the laws of the State of Wyoming, United States of America, without regard to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Wyoming.

30. Choice of Forum. Each Party irrevocably and unconditionally agrees that it will not commence any action, litigation, or proceeding of any kind whatsoever against the other Party in any way arising from or relating to this Agreement, including all exhibits, schedules, attachments, and appendices attached to this Agreement, and all contemplated transactions, including contract, equity, tort, fraud, and statutory claims, in any forum other than the courts of the State of Wyoming, sitting in Casper, Wyoming, and any appellate court from any thereof. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees to bring any such action, litigation or proceeding only in the courts of the State of Wyoming sitting in Casper, Wyoming. Each Party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

31. Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. Notwithstanding anything to the contrary in Section 21 (Notices), a signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.]

32. Force Majeure. Any delay or failure of either Party to perform its obligations under this Agreement will be excused to the extent that the delay or failure was caused directly by an event beyond such Party's control, without such Party's fault or negligence and that by its nature could not have been foreseen by such Party or, if it could have been foreseen, was unavoidable (which events may include natural disasters, embargoes, epidemics, explosions,

Procurement of Goods

Keenan Supply Casper

Grit Removal System Piping and Fittings

riots, wars, or acts of terrorism) (each, a “**Force Majeure Event**”). Seller’s financial inability to perform, changes in cost or availability of materials, components or services, market conditions or supplier actions or contract disputes will not excuse performance by Seller under this Section. Seller shall give Buyer prompt written notice of any event or circumstance that is reasonably likely to result in a Force Majeure Event, and the anticipated duration of such Force Majeure Event. Seller shall use all diligent efforts to end the Force Majeure Event, ensure that the effects of any Force Majeure Event are minimized and resume full performance under this Agreement.

33. Relationship of the Parties. The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, franchise, business opportunity, joint venture, or other form of joint enterprise, employment or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever. No relationship of exclusivity shall be construed from this Agreement.

34. Wyoming Governmental Claims Act. Buyer 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 Buyer specifically reserves the right to assert any and all rights, immunities, and defenses it may have pursuant to the Wyoming Governmental Claims Act.

35. Electronic Signatures. The Parties understand and agree that they have the right to execute this Agreement 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 Agreement 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 Agreement, they may request a copy from the other Party, and the other Party shall provide it.

IN WITNESS WHEREOF, the undersigned duly authorized representatives of the Parties have executed this Agreement as of the day and year above.

APPROVED AS TO FORM

Walter Tremel

ATTEST

Fleur Tremel
City Clerk

BUYER
CITY OF CASPER, WYOMING
A Wyoming municipal corporation

Steven K. Freel
Mayor

WITNESS

By: _____
Printed Name: _____
Title: _____

SELLER
Keenan Supply Casper
By: Jason R. Huber
Printed Name: JASON R. HUBER
Title: FC MANAGER

Procurement of Goods
Keenan Supply Casper
Grit Removal System Piping and Fittings



**Quotation
(Reprint)**

**025 KEENAN SUPPLY CASPER
1224 HOWARD STREET
CASPER WY 82601-9220
307-266-3110 Fax 307-266-3172**

QUOTE DATE	QUOTE NUMBER
06/03/21	S016626571
QUOTED BY:	PAGE NO.
025 KEENAN SUPPLY CASPER 1224 HOWARD STREET CASPER WY 82601-9220 307-266-3110 Fax 307-266-3172	1 of 3

Printed : 10:50:56 04 JUN 2021

QUOTE TO:
CITY OF CASPER
200 N DAVID
CASPER, WY 82601-1894

SHIP TO:
CITY OF CASPER
200 N DAVID
CASPER, WY 82601-1894

307-235-8270

QUOTED FOR	CUSTOMER PURCHASE ORDER NUMBER	CUSTOMER RELEASE NUMBER	SALESPERSON	
STEVE	WWTP- GLASS LINED P		House	
WRITER	SHIP VIA	TERMS	EXPIRATION DATE	FREIGHT ALLOWED
Quentin Amble	WC WILL CALL	NET 30 DAYS	07/18/21	No
QUOTE QTY	OUR PART #	DESCRIPTION	Net Pric	Ext Pric
4EA	1219287	^4" DI RGE 90 GLS/AC (I) 4" GLASS LINED GRUVED END 90 ELL	452.057/ea	1808.23
2EA	1219287	^4" F125 X RGE FAB PIPE CL53 GLS/T4A (1) - .75NPT (I) 4" X 1'-3" FLNG X GRUV W/ 3/4" T.O.L "SPOOL TOOL"	408.000/ea	816.00
6EA	1219287	^4" DI FLG 90 C110 GLS/T4A (I) 4" FLANGED DUCTILE IRON 90 ELL	438.600/ea	2631.60
2EA	1219287	^4 F 125 X PEMJ FAB PIPE CL53 GLS/T4A (I) 4"X17' GLASS LINED DI PIPE, FLANGE X P.E.	1547.429/ea	3094.86
2EA	1219287	^4" F125 X F125 FAB PIPE CL53 GLS/T4A (I) 4"X20' GLASS LINED DI PIPE, FLANGE X P.E.	1882.857/ea	3765.71
2EA	1219287	^4" F125 X F125 FAB PIPE CL53 GLS/T4A (I) 4"X12'9" GLASS LINED DI PIPE FLANGE X FLANGE	1274.857/ea	2549.71
2EA	1219287	^4" F125 X PEMJ FAB PIPE CCL53 GLS/T4A (I) 4"X16' GLASS LINED DI PIPE FLANGE X P.E.	1460.571/ea	2921.14
4EA	1219287	^4" DI FLG TEE C110 GLS/T4A (I) 4" GLASS LINED FLANGED DUCTILE IRON TEE	648.071/ea	2592.29
2EA	1219287	^4" F125 X PEMJ FAB PIPE CL53 GLS/T4A (I) 4" X 12'5" GLASS LINED DI PIPE	1156.571/ea	2313.14

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STEVE	WWTP- GLASS LINED P		House	
WRITER	SHIP VIA	TERMS	EXPIRATION DATE	FREIGHT ALLOWED
Quentin Amble	WC WILL CALL	NET 30 DAYS	07/18/21	No
QUOTE QTY	OUR PART #	DESCRIPTION	NET PPS	EXT PPS
2EA	1219287	FLANGE X P.E. ^4" DI FLNG WYE C110 GLS/T4A (I) 4" GLASS LINED DUCTILE IRON WYE FLANGED	613.057/ea	1226.11
2EA	1219287	^4" F125 X F125 FAB PIPE CL53 GLS/T4A (I) 4" X 5.25" GLASS LINED DI SPOOL PIECE, FLANGE X FLANGE	232.571/ea	465.14
2EA	1219287	^4" F125 X F125 FAB PIPE CL53 GLS/T4A (I) 4" X 4' 1.75" GLASS LINED DI SPOOL PIECE, FLANGE X FLANGE	536.571/ea	1073.14
2EA	1219287	^4" F125 X F125 FAB PIPE CL53 GLS/T4A (I) 4" X 1' - 8.75" GLASS LINED DI SPOOL PIECE, FLANGE X FLANGE	319.429/ea	638.86
2EA	1219287	^4" F125 X F125 FAB PIPE CL53 GLS/T4A (I) 4" X 1' -1.75" GLASS LINED DI SPOOL PIECE, FLANGE X FLANGE	276.000/ea	552.00
2EA	1219287	^4" F125 X F125 FAB PIPE CL53 GLS/T4A (I) 4" X 1' - 2.25" GLASS LINED DI SPOOL PIECE. FLANGE X FLANGE	276.000/ea	552.00
4EA	1219287	^4" DI FLNG 45 C110 GLS/T4A (I) 4" GLASS LINED DUCTILE IRON 45 ELL, FLANGE X FLANGE	408.500/ea	1634.00
2EA	1219287	^4" F125 X F125 FFAB PIPE CL53 GLS/T4A (I) 4" X 4.75" GLASS LINED DI SPOOL PIECE, FLANGE X FLANGE	232.571/ea	465.14
*** Continued on Next Page ***				
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Quotation (Reprint)

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STEVE	WWTP- GLASS LINED P		House	
WRITER	SHIP VIA	TERMS	EXPIRATION DATE	FREIGHT ALLOWED
Quentin Amble	WC WILL CALL	NET 30 DAYS	07/18/21	No
QUOTE QTY	OUR PART#	DESCRIPTION	NET PPS	EXT PPS
2EA	1219287	^4 F125 X PEMJ FAB PIPE CL53 GLS/T4A (I)	157.714/ea	315.43
2EA	1219287	4" X 10" GLASS LINED DI SPOOL PIECE, FLANGE X P.E.	673.257/ea	1346.51
96EA	1219287	^4" DI FLNG CROSS C110 GLS/T4A (I) 4" GLASS LINED DUCTIL IRON CROSS, FLANGED	13.357/ea	1282.29
3EA	1219287	^4" CLASS 150 FULL FCE FLANGE PACK WITH 304SS BOLTS #FNWNBGS41RF8P	178.571/ea	535.71
6ea	18380	^GLASS LINING REPAIR KIT VIC 77-E L040077PE0 PAINTED 4 GRV DI IPS PIPE CPLG	88.450/ea	530.70
6EA	1219287	^MILWAUKEE VALVE, 1-1/2" BA-260, 316 SS FP BALL VLV. 100 DAY ARO	134.710/ea	808.26
6EA	1219287	^1 1/2 x 3 304SS STD SMLS NPL IN STOCK IN OHIO AND ALABAMA 5-6 DAY LEAD TIME	8.914/ea	53.49
6EA	1219287	^4" CS 150 STD RF BLIND FLNG,, DRILLED & TAPPED 1-1/2, CENTER	50.000/ea	300.00
2EA	1219287	^4" DeZURIK Eccentric Plug Valve W/ 2 Operating Nut	750.000/ea	1500.00
10EA	1219287	MISC NON-STOCK ITEM 4" MEGAFLANGE FLANGE ADAPTER #E2104 ***FOB FACTORY***	131.343/ea	1313.43
TAXES NOT INCLUDED				
			Subtotal	37084.89
			Bid Total	37084.89

Prices contained in this quote are the prices in effect at the time of quotation, and are subject to change at any time. We are not responsible for inaccurate quantity descriptions. Quantities should be checked against plans and specifications for accuracy. Special order material is non-cancellable. We are not responsible for delays not within our control.

RESOLUTION NO.21-120

A RESOLUTION AUTHORIZING A PROCUREMENT AGREEMENT WITH KEENAN SUPPLY CASPER FOR GRIT REMOVAL SYSTEM PIPING AND FITTINGS FOR USE AT THE SAM H. HOBBS WASTEWATER TREATMENT PLANT.

WHEREAS, the City needs grit removal system piping and fittings for use at the Wastewater Treatment Plant; and,

WHEREAS, the seller represents that it is ready, willing, and able to provide the piping and fittings as required by an agreement between the seller and the City; and,

WHEREAS, the City desires to retain the seller for furnishing the material.

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 procurement agreement with Keenan Supply Casper for the furnishing of piping and plumbing fittings for the grit removal system.

BE IT FURTHER RESOLVED, that the City Manager is hereby authorized and directed to make payments as set forth in the procurement agreement in an amount not to exceed Thirty-Seven Thousand Eighty-Four Dollars and Eighty-Nine Cents (\$37,084.89).

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 29, 2021

MEMO TO: J. Carter Napier, City Manager *son*
FROM: Tracey L. Belser, Support Services Director *JB*
Dan Coryell, Fleet Manager
SUBJECT: Authorize the Purchase of One (1) New Small Area Mower, in the Total Amount of \$33,667.00 for Use by the Mowing Division of the Parks and Recreation Department.

Meeting Type & Date
Regular Council Meeting
August 17, 2021

Action type
Minute Action

Recommendation
That Council, by minute action, authorize the purchase of one (1) new small area mower, from Midland Implement Co., Billings, Montana, for use in the mowing division of the Parks and Recreation Department, in the total amount of \$33,667.00.

Summary
On July 29, 2021, bids were publicly open for one (1) new small area mower; one (1) bid was received. The Parks division will use the small area mower for all smaller publicly owned parks and green spaces, as well as trim around trees, buildings, and other obstacles that the larger wide area mowers are not suited for. This mower can also be available for use by the Athletic and/or Cemetery division for mowing smaller areas at their locations.

In order not to expand the fleet, Parks will be listing an older, ready to replace mower on the GovDeals website.

As required by Wyoming State Statute 15-1-113(b), a bid notice was published in a local newspaper once a week for a minimum of two (2) consecutive weeks. The bids were as follows:

<u>Bid Item</u>	<u>Vendor</u>	<u>Bid Amount</u>	<u>Trade</u>	<u>Net Cost</u>
(1) 3500-D Mower	Midland Implement Billings, MT	\$33,667.00	NA	\$33,667.00

The recommended purchase of the small area mower from Midland Implement Co., Billings, MT complies with the intent of all specifications.

Financial Considerations

This purchase was approved in the FY22 adopted budget and is funded by One Cent Capital.

Oversight/Project Responsibility

Dan Coryell, Fleet Manager, will make this purchase with oversight transferred to Randy Norvelle, Parks Manager in the Parks and Recreation Department, after the equipment is received.

Attachments

Bid Specification

CITY OF CASPER
FLEET MAINTENANCE DIVISION
CITY OF CASPER
July 9, 2021

Notice is hereby given that the City of Casper, Wyoming will receive sealed bids at the Casper Service Center, 1800 E. K Street, Casper, Wyoming, **until 3:00 p.m., July 29, 2021** for the following:

One (1) new **Small Area Mower**, to be used by the Parks Section of the Parks and Recreation Department.

General Specifications:

It is the intent of these specifications to specify the minimum requirement for the furnishing and delivery of One (1) new **Small Area Mower**, to be used by the Parks Section of the Parks and Recreation Department. Unit shall be delivered complete and ready for service, as specified, and shall be equipped with all of the manufacturer's standard equipment, as advertised, whether or not specifically mentioned in these specifications, in addition to all other equipment and attachments specified herein.

MINIMUM SPECIFICATIONS

Small Area Mower

- | | |
|--|-------|
| American Manufacturer | _____ |
| Two sets of keys | _____ |
| Hydrostatic Transmission | _____ |
| Power Steering | _____ |
| Tilt Steering Wheel | _____ |
| Brakes: Dynamic through hydrostatic transmission
Service brake | _____ |
| At least 3 Wheel Drive | _____ |
| Tires: 4 ply tires, turf tread | _____ |
| Current Model Year, Tier-4 Diesel Engine
Minimum of 24.5hp, rear mounted | _____ |
| Ability to shift all decks left or right at the same
Time for ease of trimming along curbs etc. | _____ |
| Two post ROPS with seatbelt | _____ |

Slope indicator

Must be less than 72" wide with mowing decks

Must not weigh more than 2250lbs

Miscellaneous

Operators and Service manual to be delivered to the City of Casper along with the mower

2 Year Warranty minimum

All warranties to begin upon delivery of vehicle

Selling Dealer Must be able to pick up and warranty repairs within 48 hrs. NO EXCEPTIONS

Bid to be valid for "Piggyback" option up to 120 Days after delivery of the last unit from the initial order.

Copy of Order Confirmation to be provided upon Completion of the order.

City of Casper shall be granted five (5) business days Notice of delivery of the units in order to schedule Vehicle intake appointment.

City of Casper shall be granted five (5) business days From scheduled drop off to inspect/verify specification compliance prior to full acceptance.

Vehicle shall be delivered with a full tank of fuel

Original titles to be delivered to 1800 E. "K" Street, Casper, WY 82601, within 30 days of Vehicle Delivery

Title to be made out as: City of Casper, 200 N. David, Casper, WY 82601

NOTE: This form may be duplicated.

Exceptions to any of the provisions of these specifications may be waived provided they are clearly stated in the Bid, and if in the opinion of the City of Casper, the Bid complied with the intent of the specification.

Should funding be inadequate to cover the items bid, all bids may be rejected or quantities adjusted to fit budget amount.

All contacts should be made through Dan Coryell, Casper Service Center, Casper, Wyoming, 82601. Phone 307-235-8410.

**PROPOSAL FOR FURNISHING
ONE (1) NEW SMALL AREA MOWER
FOR THE PARKS AND RECREATION DEPARTMENT**

Proposal of (Name) _____
(Address) _____

to furnish equipment as specified to the City of Casper, Wyoming, in accordance with specifications dated July 9, 2021

BID ITEM: _____
Description: _____

Make and Model: _____
Federal Certified GVW: _____

- I. Price bid for One (1) new small area mower, as specified \$ _____
- II. Trade-in allowance for Unit #83308, 2015 Toro Z Master mower
Serial #74266-315000119, 650 hours \$ _____
- III. NET COST TO THE CITY (Total Price): \$ _____
- IV. Delivery: F.O.B. City of Casper within ____ calendar days after award of contract by City Council.
- V. Trade in unit will be considered optional if, in the opinion of the City of Casper authorized staff, it is found to be in the best interest of the City of Casper to do so.

In addition to this proposal, the undersigned herewith submits complete information including specifications and descriptive literature to fully describe and illustrate the equipment and accessories offered. Incomplete bid specification will be considered non-compliant and rejected.

Bidder proposes to deliver equipment in accordance with the schedule above and agrees that liquidated damages will be charged to him in accordance with specifications if delivery is not made in accordance with said schedule.

A bid bond, certified check, or cashier's check made payable to the City of Casper, Wyoming, in an amount of five percent (5%) of the total amount of this bid is enclosed. The undersigned certifies that he understands the specifications relating to said bid security and agrees to the conditions set forth in said specifications.

Discounts will be allowed for prompt payment as follows:

10 Day _____%; 20 Days _____%; 30 Days _____%.

Submitted By: _____ Title: _____ Date: _____

Signature: _____ Phone: _____

**CITY OF CASPER, WYOMING
SPECIFICATIONS FOR
ONE (1) NEW SMALL AREA MOWER
AND ACCESSORIES
(Approved by the City Attorney, 2014)
Dated the 19TH day of March**

I. GENERAL:

The following specifications, including exhibits, attached hereto, shall constitute the minimum acceptable specifications for the goods and/or services for which bids are requested. Bidders shall include all items standard to article bid, whether or not specifically mentioned in these specifications.

All goods shall be new and the latest current production models meeting the terms of the specifications.

No bids may be withdrawn within thirty (30) days after the scheduled closing time for receipt of bids without the consent of the City of Casper, Wyoming.

II. BID GUARANTY:

The City of Casper is required by Wyoming Statutes 15-1-113, to receive a certified check, cashier's check, bank draft upon a reputable bank, or a bid bond. If the bid is for more than one hundred and fifty thousand dollars (\$150,000) with sufficient surety in the amount of five percent (5%) of the total bid amount before it can accept and consider any bid. Bid with deposit shall be filed with the FLEET MAINTENANCE DIVISION, Casper Service Center, 1800 East "K" Street, Casper, WY 82601, securely sealed, and endorsed upon the outside of the wrapper, with a brief statement as to the nature for which the bid is provided. Upon bid award, such surety shall be returned to the unsuccessful bidder(s). In the case of the successful bidder, five percent (5%) surety will be retained by the City until a proper bond or other proper bid guarantee to secure performance has been filed and approved if required by the specifications of the bid.

III. SCHEDULE FOR DELIVERY AND LIQUIDATED DAMAGES:

Unless a schedule has been specified in the bidding documents, each bidder shall specify, in its proposal, the time required for delivery of his goods to the place designated.

The provisions of Section II BID GUARANTY, shall apply to all bids, contracts and delivery times as specified. Failure to enter into a contract for said bid with the city within 30 days of the award or failure to proceed and/or deliver upon said bid or contract will result in forfeiture of bid guarantee.

IV. PLACE OF DELIVERY:

The successful bidder shall deliver the goods to the City of Casper, Casper Service Center, 1800 East "K" Street, Casper, Wyoming, unless otherwise specified.

V. CONDITIONS OF DELIVERY; RIGHT OF INSPECTION:

Goods, when delivered, shall be accompanied by a Statement Dealer's Certificate of Servicing and Inspection signed by the bidder certifying that the goods have been inspected and complies in all respects to the contract. Bidder shall attach to said statement a certificate by the manufacturer of the goods certifying that said goods have been inspected and serviced in the event the goods are not manufactured by the bidder. The City may, in its discretion, waive this requirement.

The City further reserves the right to make an inspection of the goods within a reasonable time after delivery to ensure compliance with the contract. Failure by City to make such inspection or upon inspection, failure to discover defects which cannot reasonably be discovered upon inspection, shall not constitute a waiver or be a limitation upon any remedy which the City may have at law or in equity.

VI. WARRANTY:

Each bidder shall enclose, with their bid, a copy of the warranty which applies to the goods proposed to be furnished. The warranty supplied will be considered by the City in determining the responsibility of the bidders.

VII. SERVICE FACILITIES:

It is essential that repair parts and service be adequate and readily available so that the goods can be maintained in good operating condition without protracted time loss for repairs.

The BIDDER SHALL CLEARLY STATE in his proposal the extent to which he carries a complete inventory of repair parts and service facilities. The City reserves the right to evaluate past performance of each bidder in analyzing the bid received and to consider such evaluation, in addition to other factors, in awarding the contracts for equipment.

VIII. DETAILED SPECIFICATIONS:

Goods bid shall conform to the detailed specifications outlined for the various bid items, attached hereto. No deviations from the terms of the specifications will be allowed, and such deviations shall be grounds for rejection of any bid, provided, however, that the City may allow any deviation if it finds, in its sole discretion, that the deviation is not a material deviation.

If bidder submits a bid using differing materials from those specified, he shall submit complete

specifications for those items, including proposed manufacturer and catalog numbers with appropriate literature. The City may consider such specifications if it finds, in its sole discretion, that said specifications meet the intent of its specifications set forth herein and do not differ materially from its specifications.

IX. STATEMENT OF COMPLIANCE:

Should any requirement in these specifications not be included in manufacture's specifications sheets, bidder shall include with his bid, a statement of compliance. Failure to do so may be held as grounds for disqualification of bid.

X. CONSIDERATION OF BIDS:

The City of Casper, Wyoming, reserves the right to evaluate all bids received on the basis of the conformance with these specifications, the availability of repair parts, and the adequacy of service facilities, the delivery schedules, and other criteria as well as (net) cost, and to consider such evaluation in awarding contracts for the furnishing of the bid items specified. The City will award the contract to the lowest responsible bidder.

XI. PAYMENT:

The City shall make a lump sum payment upon delivery and acceptance of all goods bid. A complete City of Casper voucher shall be processed for payment after an invoice is received from the vendor. Payment will be made within forty-five (45) days pursuant to Wyoming State Statute 16-6-602.

Statute W.S. 16-6-602:

16-6-601. Definitions.

(a) As used in this article:

(i) "Agency" means any department, agency or other instrumentality of the state or of a political subdivision of the state;

W.S. 16-6-602. Payment of agency accounts; interest.

Except as provided by contract, any agency which purchases or procures goods and services from a nongovernmental entity shall pay the amount due within forty-five (45) days after receipt of a correct notice of amount due for the goods or services provided or shall pay interest from the forty-fifth day at the rate of one and one-half percent (1 1/2%) per month on the unpaid balance until the account is paid in full, unless a good faith dispute exists as to the agency's obligation to pay all or a portion of the account.

XII. SALES TAX EXEMPTION CERTIFICATE:

The City of Casper, Wyoming, is exempted for paying the sales tax specified by Wyoming Statutes, and from paying Federal Excise taxes. Upon request, a copy of an exemption certificate will be furnished to the successful bidder.

XIII. GOVERNING LAW:

In the event of any claim, suit, or demand which may result from a bid or bids submitted thereunder, or the award of any contract as a result of submission of a bid, the bidder or bidders agree that Wyoming law shall govern any such claim, suit, or demand the rights and duties of the parties thereunder.

XIV. ADDITIONAL INFORMATION:

If additional information is required, written instructions shall be issued. No oral instructions or interpretations will be considered binding unless confirmed in the form of addenda and shall be furnished to all bidders who shall submit a signed copy of all addenda with their bid. Please refer all questions to Dan Coryell, 1800 East "K" Street, Casper, Wyoming, 82601, (307) 235-8410.

July 9, 2021

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

FROM: Tracey L. Belser, Support Services Director *TLB*
Dan Coryell, Fleet Manager

SUBJECT: Authorize the Purchase of Two (2) New One-Half Ton Pickup Truck Police Vehicles to be Used in the Casper Police Department for the Total Amount of \$70,860.00.

Meeting Type & Date

Regular Council Meeting
August 17, 2021

Action type

Minute Action

Recommendation

That Council, by minute action, authorize the purchase of two (2) new one-half ton pickup truck police vehicles, from Greiner Ford, Casper, Wyoming, to be used in the Casper Police Department for the total amount of \$70,860.00.

Summary

On May 24, 2021, bids were publicly open for two (2) new one-half ton pickup truck police vehicles. Three (3) bids were received. The price of the pickup trucks from Greiner Ford of Casper is \$35,430.00 each, bringing the total to \$70,860.00. Casper Police Department patrol officers will use these vehicles.

There are no trades for the new Police vehicles. Current Police personnel will receive the new vehicles and their older units will be kept for newly hired Police personnel. This will extend the life of the current vehicles, as well as operate at their fullest capacity with the City's current maintenance program.

As required by Wyoming State Statute 15-1-113(b), a bid notice was published in a local newspaper once each week for a minimum of two (2) consecutive weeks. The bids were as follows:

<u>Bid Item</u>	<u>Vendor</u>	<u>Bid Amount</u>	<u>Trade</u>	<u>Net Cost</u>
(2) F-150 Police Responders	Greiner Ford Casper, WY	\$35,430.00	None	\$70,860.00

<u>Bid Item</u>	<u>Vendor</u>	<u>Bid Amount</u>	<u>Trade</u>	<u>Net Cost</u>
(2) F-150 Police Responders	Fremont Motors Sheridan, WY	\$35,680.00	None	\$71,360.00

<u>Bid Item</u>	<u>Vendor</u>	<u>Bid Amount</u>	<u>Trade</u>	<u>Net Cost</u>
(2) F-150 Police Responders	Spradley Barr Motors Cheyenne, WY	\$36,535.00	None	\$73,070.00

The recommended purchase for the two (2) new one-half ton pickup truck vehicles from Greiner Ford, Casper, WY complies with the intent of all specifications and shall be delivered in approximately 278 days.

Financial Considerations

This purchase was approved in the FY21 adopted budget and is funded by One Cent capital.

Oversight/Project Responsibility

This purchase will be made by Dan Coryell, Fleet Manager, with oversight being transferred to Taylor Gilbert, Police Fleet Coordinator in the Casper Police Department, after the equipment is received.

Attachments

Bid Specification

CITY OF CASPER
FLEET MAINTENANCE DIVISION
CITY OF CASPER
235-8410
April 17, 2021

Notice is hereby given that the City of Casper, Wyoming will receive sealed bids at the Casper Service Center, 1800 E. K Street, Casper, Wyoming, until 3:00 pm May 12, 2021 for the following:

Two (2) new **Four Door ½ Ton Four Wheel Drive Pickup Truck Police Vehicles**, to be used in the Casper Police Department;

General
Specifications:

It is the intent of these specifications to specify the minimum requirement for the furnishing and delivery of Two (2) new **Four Door ½ Ton Four Wheel Drive Pickup Truck Police Vehicles**, to be used in the Casper Police Department. These units shall be new with less than five hundred (500) miles and be less than six months old. Unit shall be delivered complete and ready for service, as specified, and shall be equipped with all of the manufacturer's standard equipment, as advertised, whether or not specifically mentioned in these specifications, in addition to all other equipment and attachments specified herein.

MINIMUM SPECIFICATIONS

American Manufacturer Body Code W1P 5.5' cargo box	_____
Three (3) Keys Keyed Alike 1284X Code 59B	_____
Mileage: 500 Miles or Less (New)	_____
Four (4) Doors, supercrew or equivalent	_____
Trailer Tow Package 53A	_____
Automatic Transmission	_____
Turbocharged V6 E.F.I. Gasoline Engine (994)	_____
Four Wheel Drive	_____
Full Size Spare Tire & Wheel	_____
Skid plate protection package	_____
E7 Velocity Blue in color	_____
Certified Police Service Package (150A or Equal)	_____

Power Steering	_____
Tilt Steering Wheel	_____
Power Brakes	_____
Power Windows with Rear Door Disable 68G	_____
Running boards Code 18B	_____
Spray-in bedliner Code 96W	_____
Power Door Locks w/ Hidden Plungers in Rear, (52H or Equal)	_____ _____
Side Mirrors with Drivers Convex Spot, Heated (549 or Equal)	_____ _____
Cargo Dome Lamp and Courtesy Lamp Disable. Dark car lamp. (43D or Equal)	_____ _____
Front Headlamp Lighting Solution Wiring grill/lamp/siren/speakers (66A or Equal)	_____ _____
Rear Lamp Package Harness Kit (21P or Equal)	_____
Tail Lamp Lighting Solution (66B or Equal)	_____
Drivers side L.E.D. Spotlight (51R or Equal)	_____
100 Watt Siren/Speaker installed (18X or Equal)	_____
Back up Camera	_____
Reverse Sensing System (76R or Equal)	_____
Heavy Duty Vinyl Flooring	_____
Black Interior w/ Cloth Bucket Seats, 40/blank/40 8 way power seat and Vinyl Rear Seat. (Code PG)	_____ _____
Factory Air Conditioning	_____
Heater/Defroster	_____
Radio AM/FM	_____
5 Year 100,000 Mile Power Train Warranty (Cost of Extended Warranty to Match)	_____ _____
Bid to be Valid for "Piggyback" option up to 120 Days after Delivery of the last unit from	_____

the initial order.

Selling Dealer Must be Able to Pick Up
and Warranty Repairs within 48hrs
NO EXCEPTIONS

Fuel Tank to be full at Delivery with
Unleaded at minimum 85% Octane

Copy of Order Confirmation to be provided
upon Completion of Order
Original titles to be delivered to 1800 E. "K"
Street, Casper, WY 82601, within 30 days
of Vehicle Delivery
Title to be made out as: City of Casper,
200 N. David, Casper, WY 82601.

NOTE: This form may be duplicated.

Exceptions to any of the provisions of these specifications may be waived provided they are clearly stated in the Bid, and if in the opinion of the City of Casper, the Bid complied with the intent of the specification.

Should funding be inadequate to cover the items bid, all bids may be rejected or quantities adjusted to fit budget amount.

All contacts should be made through Dan Coryell, Casper Service Center, Casper, Wyoming, 82601. Phone 307-235-8410.

**PROPOSAL FOR FURNISHING
TWO (2) NEW FOUR DOOR ½ TON FOUR
WHEEL DRIVE PICKUP TRUCK POLICE VEHICLES,
FOR THE
CASPER POLICE DEPARTMENT**

Proposal of (Company Name) _____
(Address) _____

to furnish equipment as specified to the City of Casper, Wyoming, in accordance with specifications dated April 17, 2021

BID ITEM: _____
Description: _____

Make and Model: _____
Federal Certified GVW: _____

I. Price bid for one each (1ea.) new Pickup Truck Police Vehicle, as specified \$ _____
X 2
Total \$ _____

III. NET COST TO THE CITY:
(Total Price) \$ _____

IV. Delivery: F.O.B. manufacturer of the City of Casper's choice within ____ calendar days after award of contract by City Council.

V. Any trade-in units will be considered optional if, in the opinion of the City of Casper authorized staff, it is found to be in the best interest of the City of Casper to do so.

In addition to this proposal, the undersigned herewith submits complete information including specifications and descriptive literature to fully describe and illustrate the equipment and accessories offered. Incomplete bid specification will be considered non-compliant and rejected.

Bidder proposes to deliver equipment in accordance with the schedule above and agrees that liquidated damages will be charged to him in accordance with specifications if delivery is not made in accordance with said schedule.

A bid bond, certified check, or cashier's check made payable to the City of Casper, Wyoming, in an amount of five percent (5%) of the total amount of this bid is enclosed. The undersigned certifies that he understands the specifications relating to said bid security and agrees to the conditions set forth in said specifications.

Discounts will be allowed for prompt payment as follows:

10 Day _____%; 20 Days _____%; 30 Days _____%.

Submitted By: _____ Title: _____ Date: _____

Signature: _____ Phone: _____

CITY OF CASPER, WYOMING
SPECIFICATIONS FOR
Two (2) NEW FOUR DOOR ½ TON POLICE VEHICLES
(Approved by the City Attorney, 2014)
Dated the 17th day of April, 2021

I. GENERAL:

The following specifications, including exhibits, attached hereto, shall constitute the minimum acceptable specifications for the goods and/or services for which bids are requested. Bidders shall include all items standard to article bid, whether or not specifically mentioned in these specifications.

All goods shall be new and the latest current production models meeting the terms of the specifications.

No bids may be withdrawn within thirty (30) days after the scheduled closing time for receipt of bids without the consent of the City of Casper, Wyoming.

II. BID GUARANTY:

The City of Casper is required by Wyoming Statutes, 15-1-113, to receive a certified check, cashier's check, bank draft upon a reputable bank, or a bid bond in the amount of five percent (5%) of the total bid. If the bid is for more than one hundred and fifty thousand dollars (\$150,000), only a bid bond with sufficient surety in the amount of five percent (5%) of the total bid amount will be accepted to consider any bid. Bid with deposit shall be filed, after the bid opening, with the FINANCE OFFICE, City Hall, 200 N. David, Casper, WY 82601, securely sealed, and endorsed upon the outside of the wrapper, with a brief statement as to the nature for which the bid is provided. Upon bid award, such surety shall be returned to the unsuccessful bidder(s). In the case of the successful bidder, five percent (5%) surety will be retained by the City until a proper bond or other proper bid guarantee to secure performance has been filed and approved if required by the specifications of the bid.

III. SCHEDULE FOR DELIVERY AND LIQUIDATED DAMAGES:

Unless a schedule has been specified in the bidding documents, each bidder shall specify, in its proposal, the time required for delivery of his goods to the place designated.

The provisions of Section II BID GUARANTY, shall apply to all bids, contracts and delivery times as specified. Failure to enter into a contract for said bid with the city within 30 days of the award or failure to proceed and/or deliver upon said bid or contract will result in forfeiture of bid guarantee.

IV. PLACE OF DELIVERY:

The successful bidder shall deliver the goods to the City of Casper, Casper Service Center, 1800 East "K" Street, Casper, Wyoming, unless otherwise specified.

V. CONDITIONS OF DELIVERY; RIGHT OF INSPECTION:

Goods, when delivered, shall be accompanied by a Statement Dealer's Certificate of Servicing and Inspection signed by the bidder certifying that the goods have been inspected and complies in all respects to the contract. Bidder shall attach to said statement a certificate by the manufacturer of the goods certifying that said goods have been inspected and serviced in the event the goods are not manufactured by the bidder. The City may, in its discretion, waive this requirement.

The City further reserves the right to make an inspection of the goods within a reasonable time after delivery to ensure compliance with the contract. Failure by City to make such inspection or upon inspection, failure to discover defects which cannot reasonably be discovered upon inspection, shall not constitute a waiver or be a limitation upon any remedy which the City may have at law or in equity.

VI. WARRANTY:

Each bidder shall enclose, with their bid, a copy of the warranty which applies to the goods proposed to be furnished. The warranty supplied will be considered by the City in determining the responsibility of the bidders.

VII. SERVICE FACILITIES:

It is essential that repair parts and service be adequate and readily available so that the goods can be maintained in good operating condition without protracted time loss for repairs.

The BIDDER SHALL CLEARLY STATE in his proposal the extent to which he carries a complete inventory of repair parts and service facilities. The City reserves the right to evaluate past performance of each bidder in analyzing the bid received and to consider such evaluation, in addition to other factors, in awarding the contracts for equipment.

VIII. DETAILED SPECIFICATIONS:

Goods bid shall conform to the detailed specifications outlined for the various bid items, attached hereto. No deviations from the terms of the specifications will be allowed, and such deviations shall be grounds for rejection of any bid, provided, however, that the City may allow any deviation if it finds, in its sole discretion, that the deviation is not a material deviation.

If bidder submits a bid using differing materials from those specified, he shall submit complete specifications for those items, including proposed manufacturer and catalog numbers with appropriate literature. The City may consider such specifications if it finds, in its sole discretion, that said specifications meet the intent of its specifications set forth herein and do not differ materially from its specifications.

IX. STATEMENT OF COMPLIANCE:

Should any requirement in these specifications not be included in manufacture's specifications sheets, bidder shall include with his bid, a statement of compliance. Failure to do so may be held as grounds for disqualification of bid.

X. CONSIDERATION OF BIDS:

The City of Casper, Wyoming, reserves the right to evaluate all bids received on the basis of the conformance with these specifications, the availability of repair parts, and the adequacy of service facilities, the delivery schedules, and other criteria as well as (net) cost, and to consider such evaluation in awarding contracts for the furnishing of the bid items specified. The City will award the contract to the lowest responsible bidder.

XI. PAYMENT

The City shall make a lump sum payment upon delivery and acceptance of all goods bid. A complete City of Casper voucher shall be processed for payment after an invoice is received from the vendor. Payment will be made within forty-five (45) days pursuant to Wyoming State Statute 16-6-601.

Statute W.S. 16-6-602:

16-6-601. Definitions.

(a) As used in this article:

(i) "Agency" means any department, agency or other instrumentality of the state or of a political subdivision of the state;

W.S. 16-6-602. Payment of agency accounts; interest.

Except as provided by contract, any agency which purchases or procures goods and services from a nongovernmental entity shall pay the amount due within forty-five (45) days after receipt of a correct notice of amount due for the goods or services provided or shall pay interest from the forty-fifth day at the rate of one and one-half percent (1 1/2%) per month on the unpaid balance until the account is paid in full, unless a good faith dispute exists as to the agency's obligation to pay all or a portion of the account.

XII. SALES TAX EXEMPTION CERTIFICATE:

The City of Casper, Wyoming, is exempted for paying the sales tax specified by Wyoming Statutes, and from paying Federal Excise taxes. Upon request, an exemption certificate will be furnished to the successful bidder.

XIII. GOVERNING LAW:

In the event of any claim, suit, or demand which may result from a bid or bids submitted thereunder, or the award of any contract as a result of submission of a bid, the bidder or bidders agree that Wyoming law shall govern any such claim, suit, or demand the rights and duties of the parties thereunder.

XIV. ADDITIONAL INFORMATION:

If additional information is required, written instructions shall be issued. No oral instructions or interpretations will be considered binding unless confirmed in the form of addenda and shall be furnished to all bidders who shall submit a signed copy of all addenda with their bid. Please refer all questions to Dan Coryell, 1800 East "K" Street, Casper, Wyoming, 82601, (307) 235-8410.

July 20, 2021

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

FROM: Tracey L. Belser, Support Services Director *TLB*
Dan Coryell, Fleet Manager

SUBJECT: Authorize the Purchase of One (1) New 58,000 Lb. Tandem Axle Truck with Dump Body in the Total Amount of \$139,789.00, Before Trade, for Use by the Casper Public Utilities Division of the Public Services Department.

Meeting Type & Date

Regular Council Meeting
August 17, 2021

Action type

Minute Action

Recommendation

That Council, by minute action, authorize the purchase of one (1) new 58,000 lb. tandem axle truck with dump body in the total amount of \$139,789.00, before trade, for use by the Casper Public Utilities Division of the Public Services Department.

Summary

On May 24, 2021, bids were publicly open for the new tandem axle truck with dump body. Five (5) bids were received. This purchase will include a trade-in of an older tandem axle truck that has met requirements for replacement, adding no additional units to the fleet.

The Public Utilities Division utilizes this truck for hauling waste piles of dirt and debris from ruptured water lines, as well as backfilling these holes when the repair is complete. In the winter, they are also used for hauling snow away from streets during a snow event.

The expected delivery of this dump truck is approximately 250 days after purchase.

As required by Wyoming State Statute 15-1-113(b), a bid notice was published in a local newspaper once a week for a minimum of two (2) consecutive weeks. The bids were as follows:

<u>Bid Item</u>	<u>Vendor</u>	<u>Amount</u>	<u>Trade-In</u>	<u>Total</u>
(1) Tandem Axle Dump Truck	CMI TECO Casper, WY	\$139,789.00	\$26,000.00	\$113,789.00

(1) Tandem Axle \$149,694.00 Dump Truck	Floyds Truck CTR Casper, WY	\$149,694.00	NO TRADE
(1) Tandem Axle \$157,409.00 Dump Truck	McCandless Truck Cheyenne, WY	\$157,409.00	NO TRADE
(1) Tandem Axle \$175,086.00 Dump Truck	Peterbilt of WY Casper, WY	\$175,086.00	NO TRADE
(1) Tandem Axle \$180,263.32 Dump Truck	Tri State Truck Casper, WY	\$180,263.32	NO TRADE

The recommended purchase of the Tandem Axle Dump Truck from CMI TECO meets all of the required specifications for equipment in this application.

Financial Considerations

This purchase was approved in the FY21 adopted budget and is funded by One Cent.

Oversight/Project Responsibility

Dan Coryell, Fleet Manager, will make this purchase. Oversight will be transferred to Clint Conner, Water Distribution Manager, after the equipment is received.

Attachments

Specifications

CITY OF CASPER
FLEET MAINTENANCE DIVISION
CITY OF CASPER
(307)235-8410

Notice is hereby given that the City of Casper, Wyoming will receive sealed bids at the Fleet Office, Casper Service Center, 1800 E. "K" Street, Casper, Wyoming, **until 3:30 p.m., May 24, 2021** for the following:

ONE (1) NEW 58,000LBS. TANDEM AXLE TRUCK WITH DUMP BODY

This Unit will be used by the CPU Division of the Public Services Department; unit must have the minimum specifications of:

General

Specifications: It is the intent of these specifications to specify the minimum requirement for the furnishing and delivery of **one (1) new 58,000lbs. Tandem Axle Trucks with Body**. This unit shall be new and have less than fifty (150) hours and be less than twelve months old, with full factory warranty. Unit shall be delivered complete and ready for service, as specified, and shall be equipped with all of the manufacturer's standard equipment, as advertised, whether or not specifically mentioned in these specifications, in addition to all other equipment and attachments specified herein.

<u>ITEM</u>	<u>MINIMUM SPECIFICATIONS</u>	<u>BIDDERS SPECIFICATIONS</u>
TRUCK CAB/CHASSIS		
1. GVW	58,000 pound minimum. CERTIFIED GVW. Severe duty application model only.	_____
2. Wheel Base	Shall be compatible with 15' dump body. 200-205" wheel base, or as is required by Dump Box Installer to achieve required CT.	_____ _____
	Equipment supplied shall provide proper weight distribution when truck is loaded.	_____
3. Cab to Trunnion	Usable 132" or shall be compatible with a 15' dump body as bid.	_____
	It shall also provide proper weight	

	distribution when truck is loaded.	_____
4. Frame	Minimum 110,000 psi double channel rails, 3,200,000 RBM.	_____
5. Diesel Engine	2021 model year production diesel engine equipped with SCR technology. DEF tank located LH side in front or behind the fuel tank.	_____
	425 gross horsepower minimum. 1550 lb/ft. torque. 12.5 liter minimum. Engine brake only, exhaust brake not acceptable.	_____
	Air Cleaner - heavy-duty dry type	_____
	DPF filter located right hand side under cab with control auto in motion, stationary manual inhibit & auto stationary w/PTO engaged.	_____
	Davco, Model 382, fuel/water heater separator or comparable.	_____
	Warning System - high water temperature; low water, low air, low oil pressure buzzer in addition to gauges, and lights, automatic shutdown.	_____
	Cold weather starting aid Provision. 120v, 1500 watt block heater.	_____
6. Cooling System	Coolant hoses - shall be Gates Blue Stripe rubber including heater hoses. Heavy-duty 1500 square inch minimum radiator shall be protected to minus 34 degree F with year round coolant. An integral transmission cooler shall be provided if needed.	_____
7. Transmission	6-speed fully automatic Allison 4500RDS.	_____
8. Axles	Front - 18,000 lbs. capacity (minimum), Meritor FL-941, or equal.	_____
	Front axle setback 48" minimum.	_____
	Rear - 40,000 lbs. capacity (minimum).	_____

	Double reduction rear end capacity with interaxle power divider lockout. Power divider lockout with indicator light, buzzer and manual valve in cab. 4.10, or close approximation, minimum gear ratio.	_____
9. Springs	Front - 18,000 lbs ground capacity (minimum) springs.	_____
	Rear - 40,000 lbs ground capacity (minimum). Spring suspension equal to Mack Camelback.	_____
10. Tires and Rims	Front – 315/80R22.5 20-ply Goodyear G296, or comparable, on 22.5 x 12.25 10-Hub Pilot aluminum disc wheels.	_____
	Rear - 11R 22.5 16-ply Goodyear G622, or comparable, on 22.5 X 8.25 10-Hub Pilot aluminum disc wheels.	_____
	Spare tires and wheels (each unit). One (1) front and one (1) rear.	_____
	Note: Tires and rims are to meet the required GVW rating.	_____
11. Brakes	Dual air brakes system, cam brakes with dust shields automatic slack adjusters, cast iron brake drums, compressor and accessories as required to meet all Federal Motor Vehicle Safety Standards.	_____
	Shall have a low air pressure buzzer and light in cab. Also a Meritor Wabco heated air dryer. Air tanks shall be DOT approved with petcock drain valves and will be steel.	_____
	Heated air supply tank with automatic drain valves.	_____
	Air compressor – shall be a minimum 18.7 CFM.	_____
12. Cab	Two man cab with outer grab handles for ease of ingress and egress on both driver and passenger sides.	_____

Air suspension cab. _____

Driver seat will be a high quality
Bostrom Air – 915 vinyl air suspension
seat or equal. High back. Air Lumbar.
Suspension cover. Arm rests. Motion
dampening. _____

Passenger seat will be padded with air
foam and covered with heavy-duty
vinyl. Fixed base. High back. _____

Radiator protection screen. _____

Shall have steps into cab on both left
and right side. _____

Insulated floor mats. _____

Insulated cab, roof, panels, doors, rear
panel. _____

Safety glass in all windows. _____

Power door locks and windows. _____

RH visibility window in door or equal. _____

Arm rests left and right on doors. _____

In cab power point. _____

Driver, passenger seat belts. _____

Dome light door operated, left and right
doors. _____

AM/FM/WB radio with cab mounted
antenna (NO MIRROR MOUNT). _____

Front mud flaps. _____

Exterior cab sun visor, painted same as
cab. _____

13. Steering

Steering shall be heavy-duty power
steering with auxiliary gear (RCH 45 or
equal). _____

Turning radius not to exceed 34 feet. _____

14. Fuel Tank	Left side mounted aluminum 90 gallon minimum capacity DOT approved with shut off valve. DEF tank to be mounted in front of fuel tank.	_____

15. Electrical	12 volt negative ground.	_____
	160 amp alternator (minimum).	_____
	Three, 1000 each, C.C.A. batteries.	_____
	Five amber marker lights on cab.	_____
	Dimmer switch on steering column.	_____
	Self-canceling turn signals with four-way emergency flashers or equal.	_____
	Back-up Alarm to be mounted to back of truck	_____
	Three sets of keys.	_____
16. Mirrors	Dual west coast (7" x 16") RH & LH heated mirrors with RH & LH remote control. 6" to 8" convex mirrors mounted to primary mirror brackets. 4 way powered moto mirrors.	_____
17. Exhaust System	To be single vertical pipe with muffler and proper protection to prevent burns (exhaust shield). Mounted on right-hand side of cab with proper exhaust extension.	_____
18. Gauges In Cab	Oil pressure in dash.	_____
	Amp meter or volt meter in dash.	_____
	Air restriction indicator in dash.	_____
	Water temperature in dash.	_____
	Transmission temperature in dash.	_____
	Hour meter in dash.	_____

Air pressure (dual) in dash. _____

Tachometer (electric) in dash. _____

Electric speedometer/odometer in dash. _____

Fuel in dash. _____

19. Truck Body Color Painted Clear Coat Blue _____

20. Accessory Equipment The following equipment, whether or not considered standard, shall be furnished and installed with each unit. _____

Heavy-duty (4-speed minimum) fresh air heater with floor vents and defroster vents that direct air across entire windshield. _____

Air conditioning (in cab). Factory installed. _____

Minimum 2- speed dual automatic electric windshield wipers, with intermittent control and windshield washer. _____

Dual sun visors. _____

Chrome air horn, approved lighting, reflectors, and all other standard equipment as advertised or as required to operate on Wyoming highways. _____

Pollution control and safety equipment as required to meet current Federal and State OSHA regulations. _____

ALL gauges or instruments will be mounted in the dash. _____

21. Miscellaneous Safety equipment and all lighting shall be as required to meet Federal, State of Wyoming and OSHA regulations. _____

The winning vendor will supply a complete set of filters for each unit. (All required filters.) _____

22. Delivery	<p>Unit shall be delivered with a full tank of fuel, properly blended for the weather conditions if required.</p> <hr/> <p>A copy of the order confirmation to be provided upon completion of order.</p> <hr/> <p>Original title shall be provided within 30 days of unit delivery to 1800 E. K St. Casper, WY 82601. Title to be made out as: City of Casper, 200 N. David, Casper, WY 82601.</p> <hr/>
23. Manuals	<p>Two complete sets of bound hard copy parts, service manuals (or acceptable electronic versions)</p> <hr/> <p>Two operator's manuals.</p> <hr/>
24. Warranty	<p>Specify in writing, to include all parts and labor F.O.B. Casper, for a minimum 12 month period.</p> <hr/> <p>Warranty will begin when truck is delivered completed including checklists and the truck is placed into service.</p> <hr/>
BODY SPECIFICATIONS	<p>15' dump body, Model Henderson Mark E – or comparable. Box must have elliptical internal corners to limit product from sticking in box.</p> <hr/> <p>Front height and cab protector must be sufficient to provide adequate protection to cab and 6" above cab in lowered position.</p> <hr/> <p>No dog house box. Need external trunnion mounted lift cylinder. No exceptions.</p> <hr/>
1. Body	<p>8" I Beam Longsills with skip weld.</p> <hr/> <p>86" inside width (minimum).</p> <hr/>

AR400 3/16" floor.

201 SS 10 GA Sides/Headsheet.

Front height: 10' 10" to highest point including exhaust and strobe guard, to clear McKinley Underpass at Burlington, will be adjusted by winning bid of truck manufacturer.

36" side height.

One weld one horizontal side bracing 201 SS.

5" front to floor and side to floor radius.

Side fenders will be provided or a lower additional horizontal brace will be installed at the floor radius to serve as a side fender.

Body overhang will be from hinge centerline to end of floor to within 15" to 16" range.

Body hinge centerline location 1" to 2" behind the rear tire mark.

No less than three sides of body hinge will be welded at each frame rail.

Truck frame will end 1" to 2" behind a line perpendicular to ground at back of rear tires.

2. Body Hoist

Trunnion mounted cylinder (power up) no power down. Hoist to be of same manufacture as dump body, with raise cushion valve. Greaseable bearings at pivot points. Hinge pin grease zerks. Hydraulic hose diameter shall be same size as inlet/outlet size in cylinder.

3. Tailgate	7 GA 201 SS Tailgate with High lift tailgate option. Tailgate with T-bolt power latches. Two horizontal ribs.	<hr/>
	Lifting eye and spreading chains. Two-LED (tail/ directional/stop) lights per side recessed and mounted in dump box.	<hr/>
4. Lighting	One LED backup light per side recessed and mounted in dump box.	<hr/>
	DOT markers.	<hr/>
	All wiring shall be contained in conduit or body frame to prevent snow and ice damage.	<hr/>
	All wiring splices shall be soldered, shrink wrapped and weatherproofed.	<hr/>
5. Ladder	Rigid side ladder mounted to box at driver's side within stepping reach of fuel tank step.	<hr/>
6. Strobe Light	Whelen, R2LPPCA, strobe light mounted with brush guard centered on the dump body cab guard.	<hr/>
7. Vibrator	Factory installed box vibrator with in cab control and circuit breaker.	<hr/>
8. Mud Flaps	Behind rear tire, hinged and removable.	<hr/>
9. Side Spill Shield	Factory installed 6" plastic/rubber.	<hr/>
10. Dump Body and Mechanism Color	Rust inhibited paint for underbody and unpainted dump body.	<hr/>
11. Shovel holder	Shovel holder will be mounted	<hr/>
12. Forty Five (45) Ton Pintle Hitch	Heavy duty hitch plate with rated Dual D-Rings. Throat of hitch to be mounted 27" off of ground. 7 Round Pin trailer connector.	<hr/>

**HYDRAULIC
SYSTEM
SPECIFICATIONS**

These are MINIMUM SPECIFICATIONS for a central hydraulic system designed for heavy-duty dump box operation. The system shall conform to all of the specifications set forth.

Bidder will be responsible for all costs associated with the installation and testing of all equipment. A HYDRAULIC CHECKLIST will be used to inspect and test all equipment, functions and installation upon delivery to the City of Casper. The exact mounting location of all hydraulic system components will be determined by a representative of the user agency, when the chassis is delivered for installation of components.

1. Pump Driveline

The hydraulic pump shall be driven directly off of the transmission with a variable flow rate pump driven by a PTO and flow rate to match lift cylinder.

2. Miscellaneous

Safety equipment and all lighting shall be as required to meet Federal, State of Wyoming, and OSHA regulations.

The winning vendor will supply a complete set of filters for each truck including hydraulic unit

3. Manuals

Two complete sets of bound hard copy parts, service manuals.

4. Warranty

Specify in writing, to include all parts and labor F.O.B. Casper, for a minimum 12 month period.

Warranty will begin when truck is

delivered complete and operable including checklists and the truck is placed into service.

5. Final Delivery and Inspection

The vehicle temporary permit/registration will be valid for 60 days after the unit is complete and operable and ready to be placed into service by the city.

If the temporary permit expires before the vehicle is complete and operable, the dealer shall provide another temporary permit or legal temporary plates until the vehicle is permanently licensed.

NOTE: These forms may be duplicated.

Piggy back option to be included to purchase more units at the bid price for up to 120 days after the delivery of the final unit from the first order.

Exceptions to any of the provisions of these specifications may be waived provided they are clearly stated in the quote, and if in the opinion of the City of Casper, the quote complied with the intent of the specification.

Should funding be inadequate to cover the items quoted, all quotes may be rejected or quantities adjusted to fit budget amount.

All contacts should be made through Dan Coryell Fleet Manager, Casper Service Center, Casper, Wyoming, 82601. Phone 307-235-8410

PROPOSAL FOR FURNISHING
One (1) 58,000 LB. GVW RATED
TANDEM-AXLE TRUCK WITH BODY,
FOR THE
CPU DIVISION OF THE PUBLIC SERVICES DEPARTMENT

Proposal of (Name) _____
(Address) _____

to furnish equipment as specified to the City of Casper, Wyoming, in accordance with specifications dated

BID ITEM: _____
Description: _____

Make and Model: _____
Federal Certified GVW: _____

I. Price bid for one (1) new Tandem Axle Trucks as specified \$ _____

II. Trade in allowance for unit # \$ _____

III. NET COST TO THE CITY: (Total Price) \$ _____

IV. Delivery: F.O.B. manufacturer of the City of Casper's choice within ____ calendar days after award of contract by City Council.

V. Trade in unit will be considered optional if, in the opinion of the City of Casper authorized staff, it is found to be in the best interest of the City of Casper to do so.

In addition to this proposal, the undersigned herewith submits complete information, including specifications and descriptive literature to fully describe and illustrate the equipment and accessories offered. Incomplete bid specification will be considered non-compliant and rejected.

Bidder proposes to deliver equipment in accordance with the schedule above and agrees that liquidated damages will be charged to him in accordance with specifications if delivery is not made in accordance with said schedule.

A bid bond, certified check, or cashier's check made payable to the City of Casper, Wyoming, in an amount of five percent (5%) of the total amount of this bid is enclosed. The undersigned certifies that he understands the specifications relating to said bid security and agrees to the conditions set forth in said specifications.

Discounts will be allowed for prompt payment as follows:

10 Day _____%; 20 Days _____%; 30 Days _____%.

Submitted By: _____ Title: _____ Date: _____

Signature: _____ Phone: _____

**CITY OF CASPER, WYOMING
SPECIFICATIONS FOR
ONE (1) 58,000 LB. GVW RATED
TANDEM-AXLE TRUCK WITH BODY,
FOR THE
CPU DIVISION OF THE PUBLIC SERVICES DEPARTMENT
(Approved by the City Attorney, 2014)**

I. GENERAL:

The following specifications, including exhibits, attached hereto, shall constitute the minimum acceptable specifications for the goods and/or services for which bids are requested. Bidders shall include all items standard to article bid, whether or not specifically mentioned in these specifications.

All goods shall be new and the latest current production models meeting the terms of the specifications.

No bids may be withdrawn within thirty (30) days after the scheduled closing time for receipt of bids without the consent of the City of Casper, Wyoming.

II. BID GUARANTY:

The City of Casper is required by Wyoming Statutes, 15-1-113, to receive a certified check, cashier's check, bank draft upon a reputable bank, or a bid bond in the amount of five percent (5%) of the total bid. If the bid is for more than one hundred and fifty thousand dollars (\$150,000), only a bid bond with sufficient surety in the amount of five percent (5%) of the total bid amount will be accepted to consider any bid. Bid with deposit shall be filed with the FINANCE OFFICE, City Hall, 200 N. David, Casper, WY 82601, securely sealed, and endorsed upon the outside of the wrapper, with a brief statement as to the nature for which the bid is provided. Upon bid award, such surety shall be returned to the unsuccessful bidder(s). In the case of the successful bidder, five percent (5%) surety will be retained by the City until a proper bond or other proper bid guarantee to secure performance has been filed and approved if required by the specifications of the bid.

III. SCHEDULE FOR DELIVERY AND LIQUIDATED DAMAGES:

Unless a schedule has been specified in the bidding documents, each bidder shall specify, in its proposal, the time required for delivery of his goods to the place designated.

The provisions of Section II BID GUARANTY, shall apply to all bids, contracts and delivery times as specified. Failure to enter into a contract for said bid with the city within 30 days of the award or failure to proceed and/or deliver upon said bid or contract will result in forfeiture of bid guarantee.

IV. PLACE OF DELIVERY:

The successful bidder shall deliver the goods to the City of Casper, Casper Service Center, 1800 East "K" Street, Casper, Wyoming, unless otherwise specified.

V. CONDITIONS OF DELIVERY; RIGHT OF INSPECTION:

Goods, when delivered, shall be accompanied by a Statement Dealer's Certificate of Servicing and Inspection signed by the bidder certifying that the goods have been inspected and complies in all respects to the contract. Bidder shall attach to said statement a certificate by the manufacturer of the goods certifying that said goods have been inspected and serviced in the event the goods are not manufactured by the bidder. The City may, in its discretion, waive this requirement.

The City further reserves the right to make an inspection of the goods within a reasonable time after delivery to ensure compliance with the contract. Failure by City to make such inspection or upon inspection, failure to discover defects which cannot reasonably be discovered upon inspection, shall not constitute a waiver or be a limitation upon any remedy which the City may have at law or in equity.

VI. WARRANTY:

Each bidder shall enclose, with their bid, a copy of the warranty which applies to the goods proposed to be furnished. The warranty supplied will be considered by the City in determining the responsibility of the bidders.

VII. SERVICE FACILITIES:

It is essential that repair parts and service be adequate and readily available so that the goods can be maintained in good operating condition without protracted time loss for repairs.

The BIDDER SHALL CLEARLY STATE in his proposal the extent to which he carries a complete inventory of repair parts and service facilities. The City reserves the right to evaluate past performance of each bidder in analyzing the bid received and to consider such evaluation, in addition to other factors, in awarding the contracts for equipment.

VIII. DETAILED SPECIFICATIONS:

Goods bid shall conform to the detailed specifications outlined for the various bid items, attached hereto. No deviations from the terms of the specifications will be allowed, and such deviations shall be grounds for rejection of any bid, provided, however, that the City may allow any deviation if it finds, in its sole discretion, that the deviation is not a material deviation.

If bidder submits a bid using differing materials from those specified, he shall submit complete specifications for those items, including proposed manufacturer and catalog numbers with appropriate literature. The City may consider such specifications if it finds, in its sole discretion, that said specifications meet the intent of its specifications set forth herein and do not differ materially from its specifications.

IX. STATEMENT OF COMPLIANCE:

Should any requirement in these specifications not be included in manufacture's specifications sheets, bidder shall include with his bid, a statement of compliance. Failure to do so may be held as grounds for disqualification of bid.

X. CONSIDERATION OF BIDS:

The City of Casper, Wyoming, reserves the right to evaluate all bids received on the basis of the conformance with these specifications, the availability of repair parts, and the adequacy of service facilities, the delivery schedules, and other criteria as well as (net) cost, and to consider such evaluation in awarding contracts for the furnishing of the bid items specified. The City will award the contract to the lowest responsible bidder.

XI. PAYMENT

The City shall make a lump sum payment upon delivery and acceptance of all goods bid. A complete City of Casper voucher shall be processed for payment after an invoice is received from the vendor. Payment will be made within forty-five (45) days pursuant to Wyoming State Statute 16-6-601.

Statute W.S. 16-6-602:

16-6-601. Definitions.

(a) As used in this article:

(i) "Agency" means any department, agency or other instrumentality of the state or of a political subdivision of the state;

W.S. 16-6-602. Payment of agency accounts; interest.

Except as provided by contract, any agency which purchases or procures goods and services from a nongovernmental entity shall pay the amount due within forty-five (45) days after receipt of a correct notice of amount due for the goods or services provided or shall pay interest from the forty-fifth day at the rate of one and one-half percent (1 1/2%) per month on the unpaid balance until the account is paid in full, unless a good faith dispute exists as to the agency's obligation to pay all or a portion of the account.

XII. SALES TAX EXEMPTION CERTIFICATE:

The City of Casper, Wyoming, is exempted for paying the sales tax specified by Wyoming Statutes, and from paying Federal Excise taxes. Upon request, an exemption certificate will be furnished to the successful bidder.

XIII. GOVERNING LAW:

In the event of any claim, suit, or demand which may result from a bid or bids submitted thereunder, or the award of any contract as a result of submission of a bid, the bidder or bidders agree that Wyoming law shall govern any such claim, suit, or demand the rights and duties of the parties thereunder.

XIV. ADDITIONAL INFORMATION:

If additional information is required, written instructions shall be issued. No oral instructions or interpretations will be considered binding unless confirmed in the form of addenda and shall be furnished to all bidders who shall submit a signed copy of all addenda with their bid. Please refer all questions to Dan Coryell Fleet Manager, 1800 East "K" Street, Casper, Wyoming, 82601, (307) 235-8410.

July 20, 2021

MEMO TO: J. Carter Napier, City Manager *JCN*
FROM: Tracey L. Belser, Support Services Director *TJB*
Dan Coryell, Fleet Manager
SUBJECT: Authorize the Purchase of One (1) New Container Delivery Truck with Stellar CCR Body in the Total Amount of \$124,496.00, for Use by the Solid Waste Division of the Public Services Department.

Meeting Type & Date
Regular Council Meeting
August 17, 2021

Action type
Minute Action

Recommendation

That Council, by minute action, authorize the purchase of one (1) new container delivery truck with stellar CCR body in the total amount of \$124,496.00, for use by the Solid Waste Division of the Public Services Department.

Summary

On July 8, 2021, bids were publicly open for the new container delivery truck with stellar CCR body. Five (5) bids were received. There is no trade, as this truck will be an addition to the fleet and be utilized and housed in the newly opened Material Recycling Facility (MRF) Building. Staff is requesting to purchase the third lowest bid as it met all specifications requested. There were three specifications not met by the other two vendors that bid lower dollar amounts. Those specifications not met were all disc brakes, a wet sleeved engine, and a full 5-year 100,000-mile warranty.

The Solid Waste Division utilizes this truck for hauling and placing containers (90 gallon and 300 gallon) at all sites both public and commercial. These containers will then be filled with refuse and/or recyclables and hauled back to the Material Recycling Facility.

The container delivery truck is expected to be delivered in approximately 250 days.

As required by Wyoming State Statute 15-1-113(b), a bid notice was published in a local newspaper once a week for a minimum of two (2) consecutive weeks. The bids were as follows:

<u>Bid Item</u>	<u>Vendor</u>	<u>Amount</u>	<u>Trade-In</u>	<u>Total</u>
(1) Container Delivery Truck	CMI TECO Casper, WY	\$117,090.00	NO TRADE	\$117,090.00

This container truck did not meet specifications on disc brakes, a wet sleeved engine, and the warranty option.

(1) Container Delivery Truck	Floyds Truck CTR Casper, WY	\$118,896.00	NO TRADE	\$118,896.00
<i>This container truck did not meet specifications on disc brakes or the wet sleeved engine.</i>				
(1) Container Delivery Truck	Floyds Truck CTR Casper, WY	\$124,496.00	NO TRADE	\$124,496.00
(1) Container Delivery Truck	McCandless Truck Cheyenne, WY	\$126,415.49	NO TRADE	\$126,415.49
(1) Container Delivery Truck	Peterbilt Casper, WY	\$132,143.00	NO TRADE	\$132,143.00

The recommended purchase of the Container Delivery Truck from Freightliner meets all of the required specifications for equipment in this application.

Financial Considerations

This purchase was approved in the FY22 adopted budget and is funded by One Cent.

Oversight/Project Responsibility

Dan Coryell, Fleet Manager, will make this purchase. Oversight will be transferred to Sean Orszulak, Solid Waste Manager, after the equipment is received.

Attachments

Specifications

CITY OF CASPER
FLEET MAINTENANCE DIVISION
CITY OF CASPER
(307) 235-8410
JUNE 9th, 2021

Notice is hereby given that the City of Casper, Wyoming will receive sealed bids at the Fleet Office, Casper Service Center, 1800 E. "K" Street, Casper, Wyoming, **until 3:00pm July 8th 2021** for the following:

ONE (1) CONTAINER DELIVERY TRUCK WITH A STELLAR CCR BODY. This equipment is to be used by the Solid Waste Division of the Public Services Department; units must have the minimum specifications of:

General

Specifications: It is the intent of these specifications to specify the minimum requirement for the furnishing and delivery of one (1) new container delivery truck with a Stellar CCR body mounted on cab/chassis which shall be compatible with the bodies in terms of proper length, frame clearance, and proper weight distribution allowed on front and rear axles. The units shall be new and have less than fifty (50) hours. The units shall be less than twelve months old, with full factory warranty. Units shall be delivered complete and ready for service, as specified, and shall be equipped with all of the manufacturer's standard equipment, as advertised, whether or not specifically mentioned in these specifications, in addition to all other equipment and attachments specified herein.

<u>ITEM</u>	<u>MINIMUM SPECIFICATIONS</u>	<u>BIDDERS SPECIFICATIONS</u>
1. GVW	27,500 pound minimum. Certified GVW.	_____
2. Wheel Base	Shall be compatible with Stellar CCR body. Minimum acceptable wheel base 195".	_____ _____
3. Cab to Axle	121" minimum. Shall be compatible with a Stellar CCR body It shall also provide proper weight distribution when truck is loaded	_____ _____ _____
4. Frame	Minimum 80,000 psi rails. RBM 900,000 psi	_____

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- | | | | |
|----|--------------------|--|---|
| 5. | Diesel Engine | Current year production model diesel engine. 2021 emission compliant, 230 gross horsepower minimum, wet sleeve.

Air Cleaner- Heavy-Duty dry type

Oil Filter- Spin on full flow oil filter

Warning System- High water temperature; low water, low air, low oil pressure buzzer in addition to gauges, and lights.

1250Watt block heater. | _____

_____ |
| 6. | PTO/Hydraulic Pump | Set up for Transmission mounted PTO and Hydraulic. Pump. Hydraulic flow not to exceed 12-gallons per minute. Pump limiter shall be connected to engine computer not external over-speed box. Pump will be set to kick out at truck speed of 18 to 20 MPH with manual restart. Truck supplier shall work with body supplier on this function. Pump to be located behind front bumper. | _____

_____ |
| 7. | Cooling System | Coolant hoses – shall be silicone rubber including heater hoses. Heavy-duty radiator shall be protected to minus 40° F with year round coolant. An integral transmission cooler shall be provided, if needed. Coolant recovery tank provided to maintain necessary operating temperatures @ 5,500 ft. elevation, with 100+ degree daytime temperatures. | _____

_____ |
| 8. | Transmission | Fully automatic, 6-speed Allison Series 2500 HSP with PTO Gear (less retarder). The transmission controls shall be Allison electronic pushbutton with shift shock eliminator. Controls shall be on left hand side of cab. | _____

_____ |
| 9. | Axles | <u>Front</u> - 8,000 lbs. capacity (minimum) with oil seal.

<u>Rear</u> – 19,500 lbs. capacity (minimum) with oil seal, Spring suspension type with inter-axle lock and full wheel lock ,or equivalent, top speed 65 MPH. | _____

_____ |

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10. Springs

Front – 8,000 lbs ground capacity (minimum).
Heavy duty double acting shock absorbers.

Rear - 19,500 lbs ground capacity (minimum).

11. Tires and Rims

Front – 11R/22.5, marathon LHS Goodyear on 22.5 x 13 stud aluminum wheels

Rear - 11R 22.5, 20 ply, 11R/22.5 G 622 Mud and Snow, Goodyear on 22.5 x 8.25 inch stud aluminum wheels.

One (1) spare front tire with aluminum rim, and one (1) spare rear tire with aluminum rim for the truck.

Note: Tires and rims are to meet the required GVW rating regardless of specification.

12. Brakes

Disc brakes in the front and back, compressor, and accessories as required meeting all Federal Motor Vehicles Safety Standards.

Low air pressure buzzer and light. A Meritor Wabco air dryer (ADIP) with heater. Air tanks shall be steel (DOT) approved and heated with automatic drain valves.

13. Cab

Two (2) man cab with outer grab handles for ease of ingress and egress on both driver and passenger sides. Minimum height 56”, shoulder room 70”.

Driver seat will be a high quality air suspension seat with High back and lumbar support, and right side hand rest.

Passenger seat will be padded with air foam and covered with heavy duty vinyl. Fixed base, high back.

Shall have steps into cab on both left and right side.

Insulated rubber floor mat.

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		Safety glass in all windows.	_____
		Arm rests on the right side of driver seat	_____
		Electric Door locks	_____
		Electric windows	_____
		Two (2) belt-type seatbelts.	_____
		Dome light, door operated.	_____
		Heavy Duty. cab trim.	_____
		AM/FM/Blue-Tooth Radio.	_____
		Front and rear plain mud flaps (no writing on mud flaps).	_____
		Air Conditioning—Factory	_____
		Back up alarm	_____
		4-work lights on rear body that come on when in reverse and a switch in the cab.	_____
14.	Steering	Steering shall be heavy-duty power steering at left side operator position in cab. Sit-down steering controls for left side. Steering tilt to accommodate operators with large size variations.	_____ _____ _____
15.	Fuel Tank	Left side mounted steel, 50 gallon minimum capacity, DOT approved will be steel or aluminum with a shut-off valve. Def tank should be on the same side as the fuel tank.	_____ _____ _____
16.	Electrical	12 volt neg. ground.	_____
		145 amp alternator.	_____
		Two (2) 1300 CCA ampere batteries.	_____
		Five (5) LED amber marker lights on cab.	_____

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Body will have LED lighting, chassis and body shall be compatible.

Dimmer switch on steering column preferred floor mounted acceptable

Self-canceling type A turn signals with four-way emergency flashers.

Two (2) sets of keys.

BATTERY SHUT-OFF SWITCH: easy to see and easy to access.

Backup alarm system 107dB SAE Type B fully sealed and wired into vehicle backup system.

17. Mirrors

Two (2) bracket mirrors, LH/RH motorized and heated, stainless steel clamp on type both left and right hand. Shall be breakaway type and both mirrors will have an 8" circular convex mirror attached below lower arm.

18. Exhaust System

Must meet all federal standards and be installed to accommodate. To be a single with horizontal muffler and proper protection to prevent burns. (Exhaust shield) mounted on right side of cab.

19. Gauges and Indicators in Cab

All critical controls required to operate the vehicle from the left operator location. Gauges to be mounted on left hand sides of cab.

Oil pressure in dash

Amp meter or Volt meter in dash

Air restriction indicator on air cleaner

Regeneration initiate/inhibit switch

Water temperature

Transmission temperature in dash

Hour meter

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Air pressure with air parking brake.

Tachometer (electric)

Electric speedometer/odometer

Fuel Gauge in dash

Def gauge in the dash

Starter switch and button on
Light, buzzer warning on oil pressure, high water
temperature, low air pressure

PTO light and buzzer in the cab.

20. Paint/Color Cab: DuPont 51304 burgundy.

Body: Black.

21. Mud flaps Rear: Required in front of and behind rear wheels.
(NO GRAPHICS, LOGO, OR TEXT).

Front: Behind wheels
(NO GRAPHICS, LOGO, OR TEXT).

22. Accessory Equipment The following equipment, whether or not
considered standard, shall be furnished with each
unit:

Heavy-duty, two-speed (minimum), fresh air heater
with defroster, 40,000 BTU with engine mounted
shut-off valve. Left hand mounted controls.

Two-speed, dual, electric windshield wipers,
intermittent type with windshield washer.

Dual sun visors.

Fire extinguisher, 5 lb. ABC dry chemical type.

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23. Miscellaneous Safety equipment and all lighting shall be as required to meet Federal, State of Wyoming, and OSHA regulations.

The winning vendor shall supply a complete set of filters for each unit. (All required filters)

SPECIAL NOTE: Components that require regular service shall be easy to access. Air dryer, oil filters, fuel filters, hydraulic tank shut-off, etc. Transmission removal shall not require removal of air tanks or air dryers. Hydraulic pump and PTO removal shall not require removal of spacer components or transmission dismounting.

24. Diagnostic Software Two copies of manufacturer's service diagnostic software from truck Manufacturer If required, any hardware needed to operate the diagnostic software.

25. **Body Construction** The body shall be a Stellar CCR model Or equal to

.Lifting capacity-8,000 lbs (3629 kg)

Dumping Capacity-8,000 lbs (3629 kg)

Transporting capacity-8,000 lbs (3629 kg)

Container Size-2yd to 10yd

Type of containers-Frontload

Rotation-Worm/turtable gear bearings

Stack capability- 2-8yd frontloads

Operating pressures- 4500psi (31mpa)

GPM-12 (45lpm)

Hydraulic tank-10 gallons minimum

Recommended CA-121 minimum

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Controls-inside in the center of cab and out controls
On

Bushing and zerks-on all pivot and rotation points

Container bumpers-Molded rubber

Hydraulic Pump-Bent axis piston type

Valve bank-3 spool cable control

Steel diamond plate flat deck between cab and front
of body with head ache rack 1 head ache rack
behind the cab and the head ache rack in front of the
body, No higher than the cab. Both head ache racks
need to have 3 tie down hooks on each side of both
the front and rear head ache rack. All sprayed with
black rhino lining or equal to.

The deck measurements Width-84" Length- 58"

30. Hydraulics The hydraulic system will use a fixed displacement
gear pump with hydraulic over speed control.
Electronic over speed control not acceptable.

Pump flow: Minimum 12 GPM

Oil reservoir: 10 gallons with heater wired to single
plug in for the tank and the engine.

Return line filter: Schroeder, 18LZ5 5 micron, in-
tank filter with bypass indicator (or equivalent).

Suction strainer: 100 mesh stainless steel with
magnets.

All hoses shall be Aeroquip (or acceptable
alternative).

Any hose under 1" shall be a minimum of a 2 braid
hose.

Any hose over 1" shall be a minimum of a 4 braid
hose.

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31. Cylinders

(1) All tubes and gland nuts, and piston shall be salt bath nitrided to provide both the required hardness to resist dents and scratches and achieve a corrosion resistance greater than that of hand chrome plating.

(2) All gland nuts shall incorporate the use of a M2 tool steel scraper to remove all debris from the tubes as the cylinder retracts. This scraper must be capable of shaving off the edges of small dents as well as fitting close enough to the tube to shave off any film such as paint. By preventing contaminants from entering the system, the oil will remain clean and protect all other components of the system. NO EXCEPTIONS.

State cylinder manufacturer and available extended warranty. Include any applicable limits and costs.

32. Controls

All of the controls shall be hydraulic and located inside of cab mounted to the right of the operator and outside controls on left side. **Please Describe the controls if an exception is taken.**

Data Control Module for service diagnostics and body function adjustments, mounted in the cab with easy access for the service technicians. All software and hardware shall be provided for this application.

Interior control box wires shall be numbered and color coded to correspond to owner's manual for ease of service.

All controls shall be clearly marked for each specific operation. Switches shall be located in easily/ergonomically located sealed switch control panel.

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Body to come with a minimum one (1) year warranty.

Hydraulic pump and valves to come with a minimum two (2) year warranty.

Cylinder to come with a minimum five (5) year warranty.

Pivot pins shall be provided to raise body for ease of service.

A full round, canopy over the cab is to be provided, canopy to come to edge of windshield.

Tool Box: Two (2) water tight mounted on chassis 18"x18"x 36". 1 on the left side with no drawers. 1 on the right side with drawers inside.

Mud flaps mounted behind front steering axle, and mud flaps mounted in front of front rear axle.

Aluminum wheels on both front and rear axles

Fire extinguisher: One 5 lb. ABC with bracket and cover mounted on body.

Reflective tape for safety along back and side of truck and body (reflective tape red and white as for D.O.T. N.H.T.S.A)..

Reflective triangle breakdown kit included

Body must have been in production for at least ten (10) years.

36. Manuals Two (2) complete sets of operator's manuals, (2) sets of service manuals, and (2) sets of parts manuals shall be supplied (made specifically for body being sold). NO EXCEPTIONS.

37. Warranty Specify in writing, to include all parts and labor F.O.B. Casper, for a minimum 12 month period.

Body manufacturer must provide on-site service by factory trained service technicians for warranty requests.

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38. Delivery

Truck shall be delivered with a full tank of fuel, properly blended for the weather conditions if required.

Diesel fuel to be at least the minimum requirements of blended #2/#1 diesel fuel with proper additives to correspond with climate conditions.

A copy of the order confirmation to be provided upon completion of order.

Original title shall be provided within 30 days of unit delivery to 1800 E. K St. Casper, WY 82601.
Title to be made out as: City of Casper, 200 N. David, Casper, WY 82601.

The vehicle temporary permit/registration will be valid for 45 days after the unit is complete, operable, and placed into service by the city.

If the temporary permit expires before the vehicle is complete and operable, the dealer shall provide another temporary permit or legal temporary plates until the vehicle is permanently licensed.

The winning vendor will bid and deliver One (1) Container delivery truck as specified in specifications.

Provide minimum of one (1) full day of dealer training and orientation on-site for City drivers and mechanics.

NOTE: These forms may be duplicated.

Exceptions to any of the provisions of these specifications may be waived provided they are clearly stated in the quote, and if in the opinion of the City of Casper, the quote complied with the intent of the specification.

Should funding be inadequate to cover the items quoted, all quotes may be rejected or quantities adjusted to fit budget amount.

All contacts should be made through Dan Coryell, Casper Service Center. Casper, Wyoming, 82601. Phone 307-235-8410.

**PROPOSAL FOR FURNISHING
ONE (1) CONTAINER DELIVERY TRUCK WITH A STELLAR CCR BODY
FOR THE SOLID WASTE DIVISION OF
THE PUBLIC SERVICES DEPARTMENT**

Proposal of (Name) _____
(Address) _____

To furnish equipment as specified to the City of Casper, Wyoming, in accordance with specifications dated June 9th, 2021.

BID ITEMS: _____
Description: _____

Make and Model: _____
Federal Certified GVW: _____

- I. Price bid for one (1) Container delivery truck with a Stellar CCR Body \$ _____

- II. Trade-in allowance for: None \$ _____

- III. NET COST TO THE CITY:
(Total Price) \$ _____

- IV. Delivery: F.O.B. manufacturer of the City of Casper's choice within ____ calendar days after award of contract by City Council.

- V. Trade in unit will be considered optional if, in the opinion of the City of Casper authorized staff, it is found to be in the best interest of the City of Casper to do so.

- VI. Options:
 - I. Extended warranty for no less than 5yrs. 100,000 miles, full vehicle. \$ _____
 - II. Extended warranty for no less than 5yrs. 100,000 miles, Power-train and after-treatment only. \$ _____
 - III. Extended warranty for no less than 2yrs. for body and Hydraulics (to include cylinders) \$ _____

 - V. 5 Year Maintenance Service Agreement \$ _____

In addition to this proposal, the undersigned herewith submits complete information including specifications and descriptive literature to fully describe and illustrate the equipment and accessories offered. Incomplete bid specification will be considered non-compliant and rejected.

Bidder proposes to deliver equipment in accordance with the schedule above and agrees that liquidated damages will be charged to him in accordance with specifications if delivery is not made in accordance with said schedule.

A bid bond, a certified, or a cashier's check made payable to the City of Casper, Wyoming, in an amount of five percent (5%) of the total amount of this bid is enclosed. The undersigned certifies that he understands the specifications relating to said bid security and agrees to the conditions set forth in said specifications.

Discounts will be allowed for prompt payment as follows:

10 Day _____%; 20 Days _____%; 30 Days _____%.

Submitted By: _____ Title: _____ Date: _____

Signature: _____ Phone: _____

CITY OF CASPER, WYOMING
SPECIFICATIONS FOR
ONE (1) CONTAINER DELIVERY TRUCK WITH A STELLAR CCR BODY
(Approved by the City Attorney, 2021)
Dated the 9th of June, 2021 _____

I. GENERAL:

The following specifications, including exhibits, attached hereto, shall constitute the minimum acceptable specifications for the goods and/or services for which bids are requested. Bidders shall include all items standard to article bid, whether or not specifically mentioned in these specifications.

All goods shall be new and the latest current production models meeting the terms of the specifications.

No bids may be withdrawn within thirty (30) days after the scheduled closing time for receipt of bids without the consent of the City of Casper, Wyoming.

II. BID GUARANTY:

The City of Casper is required by Wyoming Statutes, 15-1-113, to receive a certified check, cashier's check, bank draft upon a reputable bank, or a bid bond in the amount of five percent (5%) of the total bid. If the bid is for more than one hundred and fifty thousand dollars (\$150,000), only a bid bond with sufficient surety in the amount of five percent (5%) of the total bid amount will be accepted to consider any bid. Bid with deposit shall be filed with the FINANCE OFFICE, City Hall, 200 N. David, Casper, WY 82601, securely sealed, and endorsed upon the outside of the wrapper, with a brief statement as to the nature for which the bid is provided. Upon bid award, such surety shall be returned to the unsuccessful bidder(s). In the case of the successful bidder, five percent (5%) surety will be retained by the City until a proper bond or other proper bid guarantee to secure performance has been filed and approved if required by the specifications of the bid.

III. SCHEDULE FOR DELIVERY AND LIQUIDATED DAMAGES:

Unless a schedule has been specified in the bidding documents, each bidder shall specify, in its proposal, the time required for delivery of his goods to the place designated.

The provisions of Section II BID GUARANTY, shall apply to all bids, contracts and delivery times as specified. Failure to enter into a contract for said bid with the city within 30 days of the award or failure to proceed and/or deliver upon said bid or contract will result in forfeiture of bid guarantee.

IV. PLACE OF DELIVERY:

The successful bidder shall deliver the goods to the City of Casper, Casper Service Center, 1800 East "K" Street, Casper, Wyoming, unless otherwise specified.

V. CONDITIONS OF DELIVERY; RIGHT OF INSPECTION:

Goods, when delivered, shall be accompanied by a Statement Dealer's Certificate of Servicing and Inspection signed by the bidder certifying that the goods have been inspected and complies in all respects to the contract. Bidder shall attach to said statement a certificate by the manufacturer of the goods certifying that said goods have been inspected and serviced in the event the goods are not manufactured by the bidder. The City may, in its discretion, waive this requirement.

The City further reserves the right to make an inspection of the goods within a reasonable time after delivery to ensure compliance with the contract. Failure by City to make such inspection or upon inspection, failure to discover defects which cannot reasonably be discovered upon inspection, shall not constitute a waiver or be a limitation upon any remedy which the City may have at law or in equity.

VI. WARRANTY:

Each bidder shall enclose, with their bid, a copy of the warranty which applies to the goods proposed to be furnished. The warranty supplied will be considered by the City in determining the responsibility of the bidders.

VII. SERVICE FACILITIES:

It is essential that repair parts and service be adequate and readily available so that the goods can be maintained in good operating condition without protracted time loss for repairs.

The BIDDER SHALL CLEARLY STATE in his proposal the extent to which he carries a complete inventory of repair parts and service facilities. The City reserves the right to evaluate past performance of each bidder in analyzing the bid received and to consider such evaluation, in addition to other factors, in awarding the contracts for equipment.

VIII. DETAILED SPECIFICATIONS:

Goods bid shall conform to the detailed specifications outlined for the various bid items, attached hereto. No deviations from the terms of the specifications will be allowed, and such deviations shall be grounds for rejection of any bid, provided, however, that the City may allow any deviation if it finds, in its sole discretion, that the deviation is not a material deviation.

If bidder submits a bid using differing materials from those specified, he shall submit complete specifications for those items, including proposed manufacturer and catalog numbers with appropriate literature. The City may consider such specifications if it finds, in its sole discretion, that said specifications meet the intent of its specifications set forth herein and do not differ materially from its specifications.

IX. STATEMENT OF COMPLIANCE:

Should any requirement in these specifications not be included in manufacture's specifications sheets, bidder shall include with his bid, a statement of compliance. Failure to do so may be held as grounds for disqualification of bid.

X. CONSIDERATION OF BIDS:

The City of Casper, Wyoming, reserves the right to evaluate all bids received on the basis of the conformance with these specifications, the availability of repair parts, and the adequacy of service facilities, the delivery schedules, and other criteria as well as (net) cost, and to consider such evaluation in awarding contracts for the furnishing of the bid items specified. The City will award the contract to the lowest responsible bidder.

XI. PAYMENT

The City shall make a lump sum payment upon delivery and acceptance of all goods bid. A complete City of Casper voucher shall be processed for payment after an invoice is received from the vendor. Payment will be made within forty-five (45) days pursuant to Wyoming State Statute 16-6-601.

Statute W.S. 16-6-602:

16-6-601. Definitions.

(a) As used in this article:

(i) "Agency" means any department, agency or other instrumentality of the state or of a political subdivision of the state;

W.S. 16-6-602. Payment of agency accounts; interest.

Except as provided by contract, any agency which purchases or procures goods and services from a nongovernmental entity shall pay the amount due within forty-five (45) days after receipt of a correct notice of amount due for the goods or services provided or shall pay interest from the forty-fifth day at the rate of one and one-half percent (1 1/2%) per month on the unpaid balance until the account is paid in full, unless a good faith dispute exists as to the agency's obligation to pay all or a portion of the account.

XII. SALES TAX EXEMPTION CERTIFICATE:

The City of Casper, Wyoming, is exempted for paying the sales tax specified by Wyoming Statutes, and from paying Federal Excise taxes. Upon request, an exemption certificate will be furnished to the successful bidder.

XIII. GOVERNING LAW:

In the event of any claim, suit, or demand which may result from a bid or bids submitted thereunder, or the award of any contract as a result of submission of a bid, the bidder or bidders agree that Wyoming law shall govern any such claim, suit, or demand the rights and duties of the parties thereunder.

XIV. ADDITIONAL INFORMATION:

If additional information is required, written instructions shall be issued. No oral instructions or interpretations will be considered binding unless confirmed in the form of addenda and shall be furnished to all bidders who shall submit a signed copy of all addenda with their bid. Please refer all questions to Dan Coryell, 1800 East "K" Street, Casper, Wyoming, 82601, (307) 235-8410.

July 20, 2021

MEMO TO: J. Carter Napier, City Manager *JCN*
FROM: Tracey L. Belser, Support Services Director *TLB*
Dan Coryell, Fleet Manager
SUBJECT: Authorize the Purchase of One (1) New One-Ton Crew Cab 4x4 Pickup Truck with a 9' Tilt Bed and Accessories in the Total Amount of \$60,778.00, for Use by the Solid Waste Division of the Public Services Department.

Meeting Type & Date
Regular Council Meeting
August 17, 2021

Action type
Minute Action

Recommendation
That Council, by minute action, authorize the purchase of one (1) new one-ton crew cab 4x4 pickup truck with a 9' tilt bed and accessories in the total amount of \$60,778.00, for use by the Solid Waste Division of the Public Services Department.

Summary
On July 8th, bids were publicly open for the new one-ton crew cab 4x4 pickup truck with a 9' tilt bed and accessories. Four (4) bids were received. However, two (2) bids were withdrawn due to missing certain items on the accessory specifications, and one (1) bid was received with no cashier's check or security bond, automatically disqualifying the bid. The one (1) remaining bid from Greiner Ford did meet all specifications.

There is no trade, as this truck will be an addition to the fleet and will be utilized by the a Solid Waste Supervisor for refuse collection routes. The Solid Waste Supervisor will utilize this truck for basic snow plowing and salting of alleys and recycling depots along with normal daily activities and functions.

The truck is expected to be delivered in approximately 180 days after purchase.

As required by Wyoming State Statute 15-1-113(b), a bid notice was published in a local newspaper once a week for a minimum of two (2) consecutive weeks. The bids were as follows:

<u>Bid Item</u>	<u>Vendor</u>	<u>Amount</u>	<u>Trade-In</u>	<u>Total</u>
(1) One-Ton Pickup Truck	Fremont Motors Sheridan, WY	\$54,021.00	NO TRADE	\$54,021.00

This bid was withdrawn due to missing items on accessory specifications.

(1) One-Ton Pickup Truck	Fremont Motors Casper, WY	\$54,462.00	NO TRADE	\$54,462.00
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This bid was withdrawn due to missing items on accessory specifications.

(1) One-Ton Pickup Truck	Greiner Ford Casper, WY	\$60,778.00	NO TRADE	\$60,778.00
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(1) One-Ton Pickup Truck	Watsonville Fleet Alabama	\$70,118.00	NO TRADE	\$70,118.00
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This bid had no cashier's check or security bond.

The recommended purchase of the one-ton pickup truck from Greiner Ford meets all of the required specifications for equipment in this application.

Financial Considerations

This purchase was approved in the FY22 adopted budget and is funded by One Cent.

Oversight/Project Responsibility

Dan Coryell, Fleet Manager, will make this purchase. Oversight will be transferred to Sean Orszulak, Solid Waste Manager, after the equipment is received.

Attachments
Specifications

CITY OF CASPER
FLEET MAINTENANCE DIVISION
CITY OF CASPER
June 9, 2021

Notice is hereby given that the City of Casper, Wyoming will receive sealed bids at the Casper Service Center, 1800 E. K Street, Casper, Wyoming, **until 3:00pm on July 8th, 2021** for the following:

One (1) New **One Ton Crew Cab 4x4 Pickup Truck with 9' Tilt Bed and Accessories**, to be used in the Sanitation Division of the Public Services Department.

General Specifications:

It is the intent of these specifications to specify the minimum requirement for the furnishing and delivery of One (1) new **One Ton Crew Cab 4x4 Pickup Truck with 9' Tilt Bed and Accessories**, to be used in the Sanitation Division of the Public Services Department. These units shall be new with less than (150) miles and be less than six months old. Unit shall be delivered complete and ready for service, as specified, and shall be equipped with all of the manufacturer's standard equipment, as advertised, whether or not specifically mentioned in these specifications, in addition to all other equipment and attachments specified herein.

MINIMUM SPECIFICATIONS

One Ton Pickup Truck

- | | |
|---------------------------------|-------|
| Domestic Manufacturer | _____ |
| Two sets of keys | _____ |
| Mileage: 150 miles or less | _____ |
| Automatic 10 speed Transmission | _____ |
| Power Steering | _____ |
| Tilt Steering Wheel | _____ |
| Power Brakes | _____ |
| Power Windows | _____ |
| Power Door Locks | _____ |
| Four Door Crew Cab | _____ |
| 9' tilt bed | _____ |

Four Wheel Drive	_____
Electronic shift on the fly	_____
Single Rear Wheel	_____
Tires/wheels – Radial ply tires as required for GVWR, 5 Tires and wheels (including spare), Good Year Wrangler Duratec tires	_____ _____ _____
Spare Tire & Wheel to include Jack & Lug Wrench	_____
AM/FM Radio with Bluetooth Factory Installed	_____
Heater/Defroster	_____
2021 Emissions compliant 7.3 L Gas Engine	_____
Dual battery with heavy duty charging system	_____
Rear-end w/limited slip	_____
Back up Camera	_____
50 Gallon Gas tank	_____
Factory class V receiver hitch	_____
Trailer/tow package	_____
Factory Trailer Brake Controller	_____
7 Wire Trailer Plug	_____
Factory Air Conditioning	_____
Intermittent Wipers	_____
Engine Block Heater	_____
Permanent anti-freeze protection to minus 30 degrees F.	_____
Factory snow plow prep package	_____
Factory installed back up camera and sensors	_____
Manufacturer’s standard single color, white	_____
Four-wheel anti-lock braking system	_____

Upfitter Switches for Accessories

Cloth seats, matching trim throughout in
Standard color, Steel or equivalent
Heavy Duty Vinyl Flooring throughout
Factory running boards

OEM heavy duty rubber floor mats

Back Up Alarm

Snow Plow Attachment, Including Installation

8'- 6" Western PRO Plus snow plow or approved equal

Electric over hydraulic controls

4 Way operation

Handheld controller

Rubber snow deflector

Installation included

Truck Lift Bed, Including Installation

Knapheide PVMX Model in 9'length platform or
approved equal

Cab to Chassis- is to be 60" to meet specs of 9' tilt bed.

Lifting Bed- Controls shall have a hand control outside
and controls in the cab

Floor- treadplate floor platforms constructed of 1/8"
treadplate

End Rails & Side Rails-constructed of 12 gauge steel
With a 50,000psi minimum yield strength. Both end
And side rails are to have reinforced stake pockets that
Will accept nominal 2 x 4 lumber, as well as stake racks
And other accessories.

Long Sills- are to be constructed of 5" channel
(6.7 lbs per foot)

Cross Sills- are to be constructed of 11 gauge steel

with a 50,000 psi minimum yield strength. The cross sills are to be 5.44” in height. The cross sills are to be no farther than 18” apart.

Bulkhead-There shall be a panel that separates the cab from the cargo bed. The bulkhead shall be the width of the to with the color Black.

plate form and taller than the cab. This panel to be constructed of 11 gauge two sided a40 Galvanneal steel. The bulkhead shall have a window for visibility.

Lighting- Is to meet all FMVSS standards. All Marker and clearance lights are to be provided in an light kit. Lights are to be reflectorized, sealed lights in shock-resistant, rubber grommets The lights are to be recessed in pre-punched holes in the ends and side rails. The wiring harness is to be encased in a plastic loom and include weather tight connectors

Body Paint- On top of body and the undercoating shall be rhino lined or equal

Tool Boxes- one on each side of truck 12w x 14t x 24L
With metal T-handles

Compatibility to maintain factory tow hitch

Relocation for factory back up sensors, if applicable

Relocation of factory back up camera, if applicable

Electric over hydraulic operation

Miscellaneous

5 Year 60,000 Mile Power Train Warranty

All warranties to begin upon delivery of fully assembled vehicle

Selling Dealer Must be able to pick up and warranty repairs within 48 hrs. NO EXCEPTIONS

Bid to be valid for “Piggyback” option up to 120 Days after delivery of the last unit from the initial order.

Copy of Order Confirmation to be provided upon completion of order, full copy of specifications delivered with the completed unit

City of Casper shall be granted 10 business days from delivery to inspect/verify specification compliance prior to full acceptance

2 complete sets of parts manual and operator's manuals will be provided for the unit and all attachments included on the unit

All parts that are removed to install any aftermarket components will be given back to the Fleet Division unless compensation or prior arrangements are agreed upon for the removed parts

Vehicle shall be delivered with a full tank of gas

Original titles to be delivered to 1800 E. "K" Street, Casper, WY 82601, within 30 days of Vehicle Delivery

Title to be made out as: City of Casper, 200 N. David, Casper, WY 82601

NOTE: This form may be duplicated.

Exceptions to any of the provisions of these specifications may be waived provided they are clearly stated in the Bid, and if in the opinion of the City of Casper, the Bid complied with the intent of the specification.

Should funding be inadequate to cover the items bid, all bids may be rejected or quantities adjusted to fit budget amount.

All contacts should be made through Dan Coryell, Casper Service Center, Casper Wyoming, 82601. Phone 307-235-8410.

**PROPOSAL FOR FURNISHING
ONE (1) NEW 1-TON CREW CAB 4x4 WITH 9 FT TILT BED AND ACCESSORIES
FOR THE
SANITATION DIVISION OF THE PUBLIC SERVICES DEPARTMENT**

Proposal of (Name) _____
(Address) _____

to furnish equipment as specified to the City of Casper, Wyoming, in accordance with specifications dated June 9th, 2021.

BID ITEM: _____
Description: _____

Make and Model: _____
Federal Certified GVW: _____

- I. Price bid for One (1) new 1-ton crew cab Pickup with 9 ft.tilt bed, as specified \$ _____
- II. Price bid for Safety Accessories, installed and as specified \$ _____
- III. Price bid for Western Snow Plow Attachment, installed and as specified \$ _____
- IV. Price bid for Truck Bed Lift, installed and as specified \$ _____
- V. Trade-in allowance for Unit: NONE \$ _____
- VI. NET COST TO THE CITY (Total Price): \$ _____
- VII. Delivery: F.O.B. City of Casper within ____ calendar days after award of contract by City Council.
- VIII. Trade in unit will be considered optional if, in the opinion of the City of Casper authorized staff, it is found to be in the best interest of the City of Casper to do so.

In addition to this proposal, the undersigned herewith submits complete information including specifications and descriptive literature to fully describe and illustrate the equipment and accessories offered. Incomplete bid specification will be considered non-compliant and rejected.

Bidder proposes to deliver equipment in accordance with the schedule above and agrees that liquidated damages will be charged to him in accordance with specifications if delivery is not made in accordance with said schedule.

A bid bond, certified check, or cashier's check made payable to the City of Casper, Wyoming, in an amount of five percent (5%) of the total amount of this bid is enclosed. The undersigned certifies that he understands the specifications relating to said bid security and agrees to the conditions set forth in said specifications.

Discounts will be allowed for prompt payment as follows:

10 Day _____%; 20 Days _____%; 30 Days _____%.

Submitted By: _____ Title: _____ Date: _____

Signature: _____ Phone: _____

**CITY OF CASPER, WYOMING
SPECIFICATIONS FOR
ONE (1) NEW 1-TON CREW CAB 4x4 WITH 9 FT BED
AND ACCESSORIES**

(Approved by the City Attorney, 2014)

JUNE 9th, 2021

I. GENERAL:

The following specifications, including exhibits, attached hereto, shall constitute the minimum acceptable specifications for the goods and/or services for which bids are requested. Bidders shall include all items standard to article bid, whether or not specifically mentioned in these specifications.

All goods shall be new and the latest current production models meeting the terms of the specifications.

No bids may be withdrawn within thirty (30) days after the scheduled closing time for receipt of bids without the consent of the City of Casper, Wyoming.

II. BID GUARANTY:

The City of Casper is required by Wyoming Statutes 15-1-113, to receive a certified check, cashier's check, bank draft upon a reputable bank, or a bid bond. If the bid is for more than one hundred and fifty thousand dollars (\$150,000) with sufficient surety in the amount of five percent (5%) of the total bid amount before it can accept and consider any bid. Bid with deposit shall be filed with the FLEET MAINTENANCE DIVISION, Casper Service Center, 1800 East "K" Street, Casper, WY 82601, securely sealed, and endorsed upon the outside of the wrapper, with a brief statement as to the nature for which the bid is provided. Upon bid award, such surety shall be returned to the unsuccessful bidder(s). In the case of the successful bidder, five percent (5%) surety will be retained by the City until a proper bond or other proper bid guarantee to secure performance has been filed and approved if required by the specifications of the bid.

III. SCHEDULE FOR DELIVERY AND LIQUIDATED DAMAGES:

Unless a schedule has been specified in the bidding documents, each bidder shall specify, in its proposal, the time required for delivery of his goods to the place designated.

The provisions of Section II BID GUARANTY, shall apply to all bids, contracts and delivery times as specified. Failure to enter into a contract for said bid with the city within 30 days of the award or failure to proceed and/or deliver upon said bid or contract will result in forfeiture of bid guarantee.

IV. PLACE OF DELIVERY:

The successful bidder shall deliver the goods to the City of Casper, Casper Service Center, 1800 East "K" Street, Casper, Wyoming, unless otherwise specified.

V. CONDITIONS OF DELIVERY; RIGHT OF INSPECTION:

Goods, when delivered, shall be accompanied by a Statement Dealer's Certificate of Servicing and Inspection signed by the bidder certifying that the goods have been inspected and complies in all respects to the contract. Bidder shall attach to said statement a certificate by the manufacturer of the goods certifying that said goods have been inspected and serviced in the event the goods are not manufactured by the bidder. The City may, in its discretion, waive this requirement.

The City further reserves the right to make an inspection of the goods within a reasonable time after delivery to ensure compliance with the contract. Failure by City to make such inspection or upon inspection, failure to discover defects which cannot reasonably be discovered upon inspection, shall not constitute a waiver or be a limitation upon any remedy which the City may have at law or in equity.

VI. WARRANTY:

Each bidder shall enclose, with their bid, a copy of the warranty which applies to the goods proposed to be furnished. The warranty supplied will be considered by the City in determining the responsibility of the bidders.

VII. SERVICE FACILITIES:

It is essential that repair parts and service be adequate and readily available so that the goods can be maintained in good operating condition without protracted time loss for repairs.

The BIDDER SHALL CLEARLY STATE in his proposal the extent to which he carries a complete inventory of repair parts and service facilities. The City reserves the right to evaluate past performance of each bidder in analyzing the bid received and to consider such evaluation, in addition to other factors, in awarding the contracts for equipment.

VIII. DETAILED SPECIFICATIONS:

Goods bid shall conform to the detailed specifications outlined for the various bid items, attached hereto. No deviations from the terms of the specifications will be allowed, and such deviations shall be grounds for rejection of any bid, provided, however, that the City may allow any deviation if it finds, in its sole discretion, that the deviation is not a material deviation.

If bidder submits a bid using differing materials from those specified, he shall submit complete specifications for those items, including proposed manufacturer and catalog numbers with appropriate literature. The City may consider such specifications if it finds, in its sole discretion, that said

specifications meet the intent of its specifications set forth herein and do not differ materially from its specifications.

IX. STATEMENT OF COMPLIANCE:

Should any requirement in these specifications not be included in manufacture's specifications sheets, bidder shall include with his bid, a statement of compliance. Failure to do so may be held as grounds for disqualification of bid.

X. CONSIDERATION OF BIDS:

The City of Casper, Wyoming, reserves the right to evaluate all bids received on the basis of the conformance with these specifications, the availability of repair parts, and the adequacy of service facilities, the delivery schedules, and other criteria as well as (net) cost, and to consider such evaluation in awarding contracts for the furnishing of the bid items specified. The City will award the contract to the lowest responsible bidder.

XI. PAYMENT:

The City shall make a lump sum payment upon delivery and acceptance of all goods bid. A complete City of Casper voucher shall be processed for payment after an invoice is received from the vendor. Payment will be made within forty-five (45) days pursuant to Wyoming State Statute 16-6-602.

Statute W.S. 16-6-602:

16-6-601. Definitions.

(a) As used in this article:

(i) "Agency" means any department, agency or other instrumentality of the state or of a political subdivision of the state;

W.S. 16-6-602. Payment of agency accounts; interest.

Except as provided by contract, any agency which purchases or procures goods and services from a nongovernmental entity shall pay the amount due within forty-five (45) days after receipt of a correct notice of amount due for the goods or services provided or shall pay interest from the forty-fifth day at the rate of one and one-half percent (1 1/2%) per month on the unpaid balance until the account is paid in full, unless a good faith dispute exists as to the agency's obligation to pay all or a portion of the account.

XII. SALES TAX EXEMPTION CERTIFICATE:

The City of Casper, Wyoming, is exempted for paying the sales tax specified by Wyoming Statutes, and from paying Federal Excise taxes. Upon request, a copy of an exemption certificate will be furnished to the successful bidder.

XIII. GOVERNING LAW:

In the event of any claim, suit, or demand which may result from a bid or bids submitted thereunder, or the award of any contract as a result of submission of a bid, the bidder or bidders agree that Wyoming law shall govern any such claim, suit, or demand the rights and duties of the parties thereunder.

XIV. ADDITIONAL INFORMATION:

If additional information is required, written instructions shall be issued. No oral instructions or interpretations will be considered binding unless confirmed in the form of addenda and shall be furnished to all bidders who shall submit a signed copy of all addenda with their bid. Please refer all questions to Dan Coryell, 1800 East "K" Street, Casper, Wyoming, 82601, (307) 235-8410.

July 28, 2021

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

FROM: Tracey L. Belser, Support Services Director *tlb*
Dan Coryell, Fleet Manager

SUBJECT: Authorize the Purchase of One (1) New Transport Truck in the Total Amount of \$115,597.00, Before Trade, for Use by the Solid Waste Section of the Public Services Department.

Meeting Type & Date

Regular Council Meeting

August 17, 2021

Action type

Minute Action

Recommendation

That Council, by minute action, authorize the purchase of one (1) new transport truck from CMI TECO, Casper, WY to be used in the Solid Waste Section of the Public Services Department, in the total amount of \$115,597.00, before trade.

Summary

On July 23, 2021, bids were publicly open for one (1) new transport truck; six (6) bids were received. This is an approved addition to the Fleet with no trade-in.

This transport truck will function in tandem with a previously purchased transport truck at the City of Casper's Material Recovery Facility to transport all recyclables. Currently, five (5) box semi-trailers need to travel from the Material Recovery Facility to other recycling stations around the city. The Material Recovery Facility opened in the fall of 2020.

Two (2) options were written into the bid specification for vendors to provide pricing on. One option was to include pricing for a five (5) year 100,000 mile total vehicle warranty. The second option was for a five (5) year 100,000 powertrain and after-treatment only warranty. Should these options be purchased with the vehicle, budgeted operations money will be spent instead of capital funding.

As required by Wyoming State Statute 15-1-113(b), a bid notice was published in a local newspaper once a week for a minimum of two (2) consecutive weeks. The bids were as follows:

<u>Bid Item</u>	<u>Vendor</u>	<u>Bid Amount</u>	<u>Option</u>	<u>Trade</u>	<u>Net Cost</u>
(1) New Transport Truck	CMI TECO	\$115,597.00	1- \$12,319 2- \$2,785	NA	\$115,597.00

<u>Bid Item</u>	<u>Vendor</u>	<u>Bid Amount</u>	<u>Option</u>	<u>Trade</u>	<u>Net Cost</u>
(1) New Transport Truck	Floyds	\$116,986.00	1- \$8,850 2- \$4,850	NA	\$116,986.00
(1) New Transport Truck	McCandless	\$121,141.75	1- \$11,652 2- \$3,252	NA	\$121,141.75
(1) New Transport Truck	Tri-State	\$135,444.20	1- \$9,116 2- \$6,349	NA	\$135,444.20
(1) New Transport Truck	Peterbilt	\$135,999.00	1- \$8,701 2- \$3,786	NA	\$135,999.00
(1) New Transport Truck	Tri State	\$143,301.80	1- \$8,245 2- \$2,842	NA	\$143,301.00

The recommended purchase of the transport truck and the five (5) year 100,000 mile total vehicle warranty from CMI TECO, Casper, WY complies with the intent of all specifications.

Financial Considerations

This purchase was approved in the FY22 adopted budget and is funded by Solid Waste capital funds.

Oversight/Project Responsibility

This purchase will be made by Dan Coryell, Fleet Manager, with oversight being transferred to Sean Orszulak, Solid Waste Superintendent in the Public Services Department, after the equipment is received.

Attachments

Bid Specification

CITY OF CASPER
FLEET MAINTENANCE DIVISION
CITY OF CASPER
(307) 235-8410
 July 6, 2021

Notice is hereby given that the City of Casper, Wyoming will receive sealed bids at the Fleet Office, Casper Service Center, 1800 E. "K" Street, Casper, Wyoming, **until 3:00pm July 23rd, 2021** for the following:

ONE (1) NEW TRANSPORT TRUCK. This unit will be used by the Solid Waste Division of the Public Services Department; unit must have the minimum specifications of:

General

Specifications: It is the intent of this specification to specify the minimum requirement for the furnishing and delivery of 1 new transport truck. The unit shall be new and have less than one hundred fifty (150) hours. This unit shall be less than twelve months old, with full factory warranty. Units shall be delivered complete and ready for service, as specified, and shall be equipped with all of the manufacturer's standard equipment, as advertised, whether or not specifically mentioned in these specifications, in addition to all other equipment and attachments specified herein.

<u>ITEM</u>	<u>MINIMUM SPECIFICATIONS</u>	<u>BIDDERS SPECIFICATIONS</u>
1. GCW	Manufactured in the USA 80,000 pound gross combination weight minimum. Certified GCW Cab and Chassis.	_____ _____
2. Wheel Base	Minimum acceptable wheel base shall not be less than 213" with AXLE BACK configuration. Equipment supplied shall provide proper weight distribution when truck is loaded.	_____ _____ _____ _____
3. Cab to Axle	Cab to front axle 65.5" useable minimum. It shall also provide proper weight distribution when truck is loaded.	_____ _____ _____
4. Frame	Minimum 9.5 x 90 x 300mm- (0.37" x 3.54" x 11.81"); RBM 2,470,000 LB-IN or comparable. Standard Bumper Position, cross member BOC and intermediates steel HD back-to-back channel cross member to be boxed and tapered closing cross member.	_____ _____ _____ _____ _____
5. Diesel Engine	Current year production model diesel engine. 2020 emission compliant, 500HP @ 1500-1700 RPM,	_____ _____

BIDDERS
SPECIFICATIONS

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MINIMUM SPECIFICATIONS

1950 RPM, 1860 LB_FT. or comparable. Engine block heater. Intake air pre-heater. Shall have a Davco 382 heated fuel/water separator.

6. Cooling System
Coolant hoses – shall be silicone rubber including heater hoses. Heavy-duty radiator shall be protected to -34° F with year round extended life coolant. An integral transmission cooler shall be provided. Coolant recovery tank provided to maintain necessary operating temperatures @ 5,500 ft. elevation, with 100+ degree daytime temperatures.

7. Transmission Fully Automated Allison 4500 RDS 6 Speed

8. Axles
Front – 14,600 lbs. capacity (minimum).

Rear – 46,000 lbs. capacity (minimum). Inter-axle lock and full wheel lock, or equivalent, top speed not to exceed 70 MPH.

9. Springs
Front – 14,600 lbs. ground load capacity (minimum).

Rear - 46,000 lbs. ground capacity (minimum). Shall be top spring configuration.

10. Tires and Rims
Front – 11R22.5 H Bridgestone or equivalent tread pattern. 22.5 x 8.25 stud aluminum wheels

Rear - 11R 22.5, G Bridgestone or equivalent tread pattern on 22.5 x 8.25 inch aluminum wheels. If available.

One (1) spare front tire and on aluminum rim, and one (1) spare rear tire and on aluminum rim for the truck.

ITEM

MINIMUM SPECIFICATIONS

**BIDDERS
SPECIFICATIONS**

Note: Tires and rims are to meet the required GVW rating regardless of specification.

11. Brakes

Meritor Air Disc Brakes front and rear or equivalent. Meritor brand or equivalent. Shall meet all Federal Motor Vehicles Safety Standards.

Low air pressure buzzer and light. A Meritor Wabco air dryer (ADIP) with heater. Air tanks shall be steel (DOT) approved with petcock drain valves. Auto drain valve on heated supply tank.

12. Cab

Two (2) man, no sleeper, conventional cab with outer grab handles for ease of ingress and egress on both driver and passenger sides.

Both driver and passenger seats shall be National 2000 triple lumbar, air ride suspension seats or an approved equal. They shall be mounted on the left and right sides of cab. Engine cover shall be recessed or low profile to accommodate the ergonomic positioning of the loader controls.

Insulated rubber floor mat.

Safety glass in all windows.

Arm rests on the right side of driver seat.

Two (2) belt-type seatbelts.
Dome light door operated.

Heavy Duty cab trim.

AM/FM/CD Bluetooth radio.

Front and rear mud flaps. Steel guard in front of rear duals.

Power Door locks and Windows.

Interior cab light operated by both doors & a switch

Air Conditioning—Factory installed OEM style and 2 dash mounted auxiliary air circulation fans.

Horizontal lines for bidder specifications.

ITEM

MINIMUM SPECIFICATIONS

**BIDDERS
SPECIFICATIONS**

mounted on right hand side of cab.

Oil pressure

Inter-axle differential lock indicator light

Volt meter

Air restriction indicator on air cleaner

Regeneration initiate/inhibit switch

Water temperature

Transmission temperature

Hour meter

Air pressure with air parking brake.

Tachometer (electric)

Electric speedometer/odometer

Fuel Gauge

Key activated ignition switch.

Light, buzzer warning on oil pressure, high water temperature, low air pressure

Back up Alarm

19. Trailer
Connections

Fifth Wheel Air-Jost JSK37USL series, LH release
Trailer brake air brakes connections mounted
behind cab protector

20. Paint/Color

Cab: DuPont 51304 burgundy.

21. Mud flaps

Rear: Required (steel) in front of rear and (rubber)
behind rear wheels.

BIDDERS
SPECIFICATIONS

ITEM

MINIMUM SPECIFICATIONS

22. Accessory Equipment

The following equipment, whether or not considered standard, shall be furnished with each unit:

Heavy-duty, two-speed (minimum), fresh air heater with defroster, 40,000 BTU with engine mounted shut-off valve. Right hand mounted controls.

Two-speed, dual, electric windshield wipers, intermittent type with windshield washer.

Dual sun visors.

Fire extinguisher, 5 lb. ABC dry chemical type.

Merrit Cab Protection with chain trays and a Beacon Light mounted onto of the cab protector.

23. Miscellaneous

Safety equipment and all lighting shall be as required to meet Federal, State of Wyoming, and OSHA regulations. Full set of roadside triangles mounted.

The winning vendor shall supply 2 complete sets of filters for each unit. **(All required filters)**

List options and pricing for extended warranties on chassis.

SPECIAL NOTE:

Components that require regular service shall be easy to access. Air dryer, oil filters, fuel filters, hydraulic tank shut-off, etc. Transmission removal shall not require removal of air tanks or air dryers. Hydraulic tank shall not be mounted under cleanout doors/troughs. Hydraulic pump and PTO removal shall not require removal of spacer components or transmission dismounting. Truck to be "Mechanic Friendly".

24. Diagnostic Software and Service Manuals

Two copies of manufacturer's service diagnostic software from truck manufacturer and two copies of service diagnostic software from. If required, any hardware needed to operate the diagnostic software.

Two (1) complete sets of operator's manuals, (1) sets of service manuals, and (1) sets of parts manuals shall be supplied (made specifically for

ITEM

MINIMUM SPECIFICATIONS

BIDDERS
SPECIFICATIONS

truck) or an approved Digital version of the above stated manuals. NO EXCEPTIONS.

25. Work Lights

LED Stop/Tail/Turn and Reverse Lights

Flood light options: 2 Rear Flood lights mounted high on the cab protector Reverse and a switch in the cab activated.

26. Miscellaneous Requirements

Toolbox, 18x18x24 – mounted on LH frame rail.

Convex mirrors: right hand side, top view of dumping cart, left hand side lower view.

Fire extinguisher with bracket (10 lb.).

27. Diagnostic Software

Two copies of manufacturer's service diagnostic software from Truck Manufacturer and two copies of service diagnostic software from body manufacturer. If required, any hardware needed to operate the diagnostic software.

28. Manuals

Two (2) complete sets of operator's manuals, (2) sets of

BIDDERS
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ITEM

MINIMUM SPECIFICATIONS

service manuals, and (2) sets of parts manuals shall be supplied (made specifically for truck being sold. NO EXCEPTIONS.

Two (2) complete custom sets of SCHEMATICS for all electrical lines, and air lines (made specifically for truck being sold.) or an approved Digital version of the above stated manuals and schematics. NO EXCEPTIONS.

29. Warranty

Specify in writing, to include all parts and labor F.O.B. Casper, for a minimum 12 month period.

Provide minimum of one full day of on-site training specific to exhaust system during warranty period. One training must be included in delivery.

Include options for extended warranties

30. Delivery

Truck shall be delivered with a full tank of fuel, properly blended for the weather conditions if required.

Diesel fuel to be at least the minimum requirements of blended #2/#1 diesel fuel with proper additives to correspond with climate conditions.

A copy of the order confirmation to be provided upon completion of order.

Original title shall be provided within 30 days of unit delivery to 1800 E. K St. Casper, WY 82601.

Title to be made out as: City of Casper, 200 N. David, Casper, WY 82601.

The vehicle temporary permit/registration will be valid for 45 days after the unit is complete, operable, and placed into service by the city.

If the temporary permit expires before the vehicle is complete and operable, the dealer shall provide another temporary permit or legal temporary plates until the vehicle is permanently licensed.

The winning vendor will bid and deliver 1 Truck equipped as specified in specifications.

Provide minimum of one full day of dealer training and orientation on-site for City drivers and mechanics.

ITEM

MINIMUM SPECIFICATIONS

BIDDERS
SPECIFICATIONS

The winning vendor shall deliver a comparable truck rental at no charge if the truck is non-operable for more than 36 hours due to manufacturer defects or failures of the chassis or body for a minimum of one (1) year after delivery.

Piggy back option to be included to purchase more units at the bid price for up to 120 days after the delivery of this unit from this order.

NOTE: These forms may be duplicated.

Exceptions to any of the provisions of these specifications may be waived provided they are clearly stated in the quote, and if in the opinion of the City of Casper, the quote complied with the intent of the specification. Should funding be inadequate to cover the items quoted, all quotes may be rejected or quantities adjusted to fit budget amount.

All contacts should be made through Dan Coryell, Casper Service Center Casper, Wyoming, 82601. Phone 307-235-8410.

**PROPOSAL FOR FURNISHING
ONE NEW TRANSPORT TRUCK
FOR THE SOLID WASTE DIVISION OF
THE PUBLIC SERVICES DEPARTMENT**

Proposal of (Name) _____
(Address) _____

to furnish equipment as specified to the City of Casper, Wyoming, in accordance with specifications dated July 6, 2021.

BID ITEM: _____
Description: _____

Make and Model: _____
Federal Certified GVW: _____

- I. Price bid for one new Transport Truck, \$ _____

- II. Trade-in allowance for Unit: NONE \$ _____

- III. NET COST TO THE CITY:
(Total Price) \$ _____

- IV. Delivery: F.O.B. manufacturer of the City of Casper's choice within ____ calendar days after award of contract by City Council.

- V. Trade in unit will be considered optional if, in the opinion of the City of Casper authorized staff, it is found to be in the best interest of the City of Casper to do so.

- VI. Options:
 - I. Extended warranty for no less then 5yrs. 100,000 miles, full vehicle. \$ _____
 - II. Extended warranty for no less then 5yrs. 100,000 miles, powertrain and aftertreatment only. \$ _____

In addition to this proposal, the undersigned herewith submits complete information including specifications and descriptive literature to fully describe and illustrate the equipment and accessories offered. Incomplete bid specification will be considered non-compliant and rejected.

Bidder proposes to deliver equipment in accordance with the schedule above and agrees that liquidated damages will be charged to him in accordance with specifications if delivery is not made in accordance with said schedule.

A bid bond, a certified, or a cashier's check made payable to the City of Casper, Wyoming, in an amount of 5% of the total amount of this bid is enclosed. The undersigned certifies that he understands the specifications relating to said bid security and agrees to the conditions set forth in said specifications.

Discounts will be allowed for prompt payment as follows:

10 Day _____%; 20 Days _____%; 30 Days _____%.

Submitted By: _____ Title: _____ Date: _____

Signature: _____ Phone: _____

**CITY OF CASPER, WYOMING
SPECIFICATIONS FOR
ONE NEW TRANSPORT TRUCK
(Approved by the City Attorney, 2021)
Dated: July 6, 2021**

I. GENERAL:

The following specifications, including exhibits, attached hereto, shall constitute the minimum acceptable specifications for the goods and/or services for which bids are requested. Bidders shall include all items standard to article bid, whether or not specifically mentioned in these specifications.

All goods shall be new and the latest current production models meeting the terms of the specifications.

No bids may be withdrawn within thirty (30) days after the scheduled closing time for receipt of bids without the consent of the City of Casper, Wyoming.

II. BID GUARANTY:

The City of Casper is required by Wyoming Statutes, 15-1-113, to receive a certified check, cashier's check, bank draft upon a reputable bank, or a bid bond, if the bid is for more than one hundred and fifty thousand dollars (\$150,000), with sufficient surety in the amount of five percent (5%) of the total bid amount before it can accept and consider any bid. Bid with deposit shall be filed with the FINANCE OFFICE, City Hall, 200 N. David, Casper, WY 82601, securely sealed, and endorsed upon the outside of the wrapper, with a brief statement as to the nature for which the bid is provided. Upon bid award, such surety shall be returned to the unsuccessful bidder(s). In the case of the successful bidder, five percent (5%) surety will be retained by the City until a proper bond or other proper bid guarantee to secure performance has been filed and approved if required by the specifications of the bid.

III. SCHEDULE FOR DELIVERY AND LIQUIDATED DAMAGES:

Unless a schedule has been specified in the bidding documents, each bidder shall specify, in its proposal, the time required for delivery of his goods to the place designated.

The provisions of Section II BID GUARANTY, shall apply to all bids, contracts and delivery times as specified. Failure to enter into a contract for said bid with the city within 30 days of the award or failure to proceed and/or deliver upon said bid or contract will result in forfeiture of bid guarantee.

IV. PLACE OF DELIVERY:

The successful bidder shall deliver the goods to the City of Casper, Casper Service Center, 1800 East "K" Street, Casper, Wyoming, unless otherwise specified.

V. CONDITIONS OF DELIVERY; RIGHT OF INSPECTION:

Goods, when delivered, shall be accompanied by a Statement Dealer's Certificate of Servicing and Inspection signed by the bidder certifying that the goods have been inspected and complies in all respects to the contract. Bidder shall attach to said statement a certificate by the manufacturer of the goods certifying that said goods have been inspected and serviced in the event the goods are not manufactured by the bidder. The City may, in its discretion, waive this requirement.

The City further reserves the right to make an inspection of the goods within a reasonable time after delivery to ensure compliance with the contract. Failure by City to make such inspection or upon inspection, failure to discover defects which cannot reasonably be discovered upon inspection, shall not constitute a waiver or be a limitation upon any remedy which the City may have at law or in equity.

VI. WARRANTY:

Each bidder shall enclose, with their bid, a copy of the warranty which applies to the goods proposed to be furnished. The warranty supplied will be considered by the City in determining the responsibility of the bidders.

VII. SERVICE FACILITIES:

It is essential that repair parts and service be adequate and readily available so that the goods can be maintained in good operating condition without protracted time loss for repairs.

The BIDDER SHALL CLEARLY STATE in his proposal the extent to which he carries a complete inventory of repair parts and service facilities. The City reserves the right to evaluate past performance of each bidder in analyzing the bid received and to consider such evaluation, in addition to other factors, in awarding the contracts for equipment.

VIII. DETAILED SPECIFICATIONS:

Goods bid shall conform to the detailed specifications outlined for the various bid items, attached hereto. No deviations from the terms of the specifications will be allowed, and such deviations shall be grounds for rejection of any bid, provided, however, that the City may allow any deviation if it finds, in its sole discretion, that the deviation is not a material deviation.

If bidder submits a bid using differing materials from those specified, he shall submit complete specifications for those items, including proposed manufacturer and catalog numbers with appropriate literature. The City may consider such specifications if it finds, in its sole discretion, that said specifications meet the intent of its specifications set forth herein and do not differ materially from its specifications.

IX. STATEMENT OF COMPLIANCE:

Should any requirement in these specifications not be included in manufacture's specifications sheets, bidder shall include with his bid, a statement of compliance. Failure to do so may be held as grounds for disqualification of bid.

X. CONSIDERATION OF BIDS:

The City of Casper, Wyoming, reserves the right to evaluate all bids received on the basis of the conformance with these specifications, the availability of repair parts, and the adequacy of service facilities, the delivery schedules, and other criteria as well as (net) cost, and to consider such evaluation in awarding contracts for the furnishing of the bid items specified. The City will award the contract to the lowest responsible bidder.

XI. PAYMENT

The City shall make a lump sum payment upon delivery and acceptance of all goods bid. A complete City of Casper voucher shall be processed for payment after an invoice is received from the vendor. Payment will be made within forty-five (45) days pursuant to Wyoming State Statute 16-6-601.

Statute W.S. 16-6-602:

16-6-601. Definitions.

(a) As used in this article:

(i) "Agency" means any department, agency or other instrumentality of the state or of a political subdivision of the state;

W.S. 16-6-602. Payment of agency accounts; interest.

Except as provided by contract, any agency which purchases or procures goods and services from a nongovernmental entity shall pay the amount due within forty-five (45) days after receipt of a correct notice of amount due for the goods or services provided or shall pay interest from the forty-fifth day at the rate of one and one-half percent (1 1/2%) per month on the unpaid balance until the account is paid in full, unless a good faith dispute exists as to the agency's obligation to pay all or a portion of the account.

XII. SALES TAX EXEMPTION CERTIFICATE:

The City of Casper, Wyoming, is exempted for paying the sales tax specified by Wyoming Statutes, and from paying Federal Excise taxes. Upon request, an exemption certificate will be furnished to the successful bidder.

XIII. GOVERNING LAW:

In the event of any claim, suit, or demand which may result from a bid or bids submitted thereunder, or the award of any contract as a result of submission of a bid, the bidder or bidders agree that Wyoming law shall govern any such claim, suit, or demand the rights and duties of the parties thereunder.

XIV. ADDITIONAL INFORMATION:

If additional information is required, written instructions shall be issued. No oral instructions or interpretations will be considered binding unless confirmed in the form of addenda and shall be furnished to all bidders who shall submit a signed copy of all addenda with their bid. Please refer all questions to Dan Coryell, 1800 East "K" Street, Casper, Wyoming, 82601, (307) 235-8410.

July 28, 2021

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

FROM: Tracey L. Belser, Support Services Director *TLB*
Dan Coryell, Fleet Manager

SUBJECT: Authorize the Purchase of One (1) New Side Loading, 27 Cubic Yard, Sanitation Truck in the Total Amount of \$299,576.00, Before Trade, for Use by the Solid Waste Section of the Public Services Department.

Meeting Type & Date

Regular Council Meeting

August 17, 2021

Action type

Minute Action

Recommendation

That Council, by minute action, authorize the purchase of one (1) new side loading 27 cubic yard sanitation truck from CMI TECO, Casper, WY to be used in the Solid Waste Section of the Public Services Department, in the total amount of \$299,576.00, before trade.

Summary

On July 23, 2021, bids were publicly open for one (1) new side loading 27 cubic yard sanitation truck. Two (2) bids were received. The sanitation truck will be used for residential collection of refuse.

Solid Waste has developed a replacement schedule for their commercial refuse trucks to be replaced every year as far out to the year 2039. Currently, there are nine (9) side load vehicles that alternate daily on five (5) residential routes. This alternating schedule allows time for trucks to be cleaned, maintained, and serviced on their off days. The side load that is being traded for this purchase is unit #222274, a 2015 MACK. It has met all criteria needed to be considered for trade.

Two (2) options were written into the bid specification for vendors to provide pricing on. One option was to include pricing for a five (5) year 100,000 mile total vehicle warranty. The second option was for a five (5) year 100,000 powertrain and after-treatment only warranty. Should these options be purchased with the vehicle, budgeted operations money will be spent instead of using capital funds.

As required by Wyoming State Statute 15-1-113(b), a bid notice was published in a local newspaper once a week for a minimum of two (2) consecutive weeks. The bids were as follows:

<u>Bid Item</u>	<u>Vendor</u>	<u>Bid Amount</u>	<u>Option</u>	<u>Trade</u>	<u>Net Cost</u>
(1) New Side Load	CMI TECO	\$299,576.00	1- \$12,319 2- \$2,785	\$37,000	\$262,576.00

<u>Bid Item</u>	<u>Vendor</u>	<u>Bid Amount</u>	<u>Option</u>	<u>Trade</u>	<u>Net Cost</u>
Sanitation Truck	Peterbilt	\$309,829.00	1- \$7,567 3- \$2,652	\$40,000	\$269,829.00

The recommended purchase of the side load sanitation truck and the five (5) year 100,000 mile total vehicle warranty from CMI TECO, Casper, WY complies with the intent of all specifications.

Financial Considerations

This purchase was approved in the FY22 adopted budget and is funded by Solid Waste capital funds.

Oversight/Project Responsibility

This purchase will be made by Dan Coryell, Fleet Manager, with oversight being transferred to Sean Orszulak, Solid Waste Superintendent in the Public Services Department, after the equipment is received.

Attachments

Bid Specification

CITY OF CASPER
FLEET MAINTENANCE DIVISION
CITY OF CASPER
(307) 235-8410
 July 6, 2021

Notice is hereby given that the City of Casper, Wyoming will receive sealed bids at the Fleet Office, Casper Service Center, 1800 E. "K" Street, Casper, Wyoming, **until 3:00pm July 23rd** for the following:

ONE (1) NEW SIDE-LOADING, 27 YARD, SANITATION TRUCK. This unit will be used by the Solid Waste Division of the Public Services Department; unit must have the minimum specifications of:

General

Specifications: It is the intent of this specification to specify the minimum requirement for the furnishing and delivery of 1 new side-loading, 27 yard, sanitation truck. The unit shall be new and have less than one hundred fifty (150) hours. This unit shall be less than twelve months old, with full factory warranty. Units shall be delivered complete and ready for service, as specified, and shall be equipped with all of the manufacturer's standard equipment, as advertised, whether or not specifically mentioned in these specifications, in addition to all other equipment and attachments specified herein.

<u>ITEM</u>	<u>MINIMUM SPECIFICATIONS</u>	<u>BIDDERS SPECIFICATIONS</u>
1. GVW	Manufactured in the USA 66,000 pound minimum. Certified GVW Cab and Chassis.	_____ _____ _____
2. Wheel Base	Shall be compatible with a 27 cu. yd. McNeilus Zero Radius side-loading body. Minimum acceptable wheel base shall not be less than 200". Equipment supplied shall provide proper weight distribution when truck is loaded.	_____ _____ _____ _____ _____
3. Cab to Axle	206" useable minimum. Shall be compatible with a 27-yard McNeilus Zero Radius side-load body (see body required specifications.) It shall also provide proper weight distribution when truck is loaded.	_____ _____ _____ _____
4. Frame	35 SM, 120,000 psi, double-channel rails after frame shall be a minimum of 96". Frame shall extend 5' behind suspension for hinge point of body. R.B.M. 2,075,000 in-lb.	_____ _____ _____ _____
5. Diesel Engine	Current year production model diesel engine. 2021 emission compliant, 345 gross horsepower or greater, torque 1,250 ft. lb. @ 1,100-1300. Engine block heater. Intake air pre-heater. Shall have a Davco 382 heated fuel/water separator.	_____ _____ _____ _____ _____

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6. Power Take-Off Front-Mount Pump Set up for front mount off engine crankshaft. Pump air actuated from inside of cab. Pump limiter shall be connected to engine computer not external over-speed box. Pump will be set to kick out at truck speed of 18 to 20 MPH with manual restart. Truck supplier shall work with body supplier on this function. Pump to be located behind front bumper.

7. Cooling System Coolant hoses – shall be silicone rubber including heater hoses. Heavy-duty radiator shall be protected to -34° F with year round extended life coolant. An integral transmission cooler shall be provided. Coolant recovery tank provided to maintain necessary operating temperatures @ 5,500 ft. elevation, with 100+ degree daytime temperatures.

8. Transmission Fully automatic, 6-speed Allison H.D. 4500-RDS-6 Rugged Duty Series Gen. 5. The transmission controls shall be Allison electronic pushbutton with shift shock eliminator. Controls shall be on right hand side of cab.

9. Axles Front - 20,000 lbs. capacity (minimum).

Front axle shall have a minimum setback comparable or equal to current City of Casper sanitation trucks.

Notice to Bidders: Truck must be delivered, equipped, and bid with a 27 yard, side-load, refuse body.

Rear - 46,000 lbs. capacity (minimum). Spring suspension type with inter-axle lock and full wheel lock, or equivalent, top speed not to exceed 70 MPH.

10. Springs Front - 20,000 lbs. ground capacity (minimum). Heavy duty double acting shock absorbers.

Rear - 46,000 lbs. ground capacity (minimum). Shall be top spring configuration.

11. Tires and Rims Front - 315/80R22.5, 20 ply, G751 or equivalent tread pattern, Goodyear on 22.5 x 13 stud aluminum wheels

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Rear - 11R 22.5, 20 ply, G622 RSD, Goodyear on 22.5 x 8.25 inch aluminum wheels.

One (1) spare front tire and Aluminum rim, and one (1) spare rear tire and Aluminum rim for the truck.

Note: Tires and rims are to meet the required GVW rating regardless of specification.

12. Brakes

Meritor Air Disc Brakes front and rear or equivalent. Meritor brand automatic slack adjusters with removable pawl for adjustment. Rotors, Brake Pads, compressor, and accessories as required shall meet all Federal Motor Vehicles Safety Standards.

Low air pressure buzzer and light. A Meritor Wabco air dryer (ADIP) with heater. Air tanks shall be steel (DOT) approved with petcock drain valves. Auto drain valve on heated supply tank.

13. Cab

High visibility tilt cab with "B" pillar wrap around corner windows, and outer grab handles for ease of ingress and egress on both driver and passenger sides. **Right hand side operator configuration.**

Both driver and passenger seats shall be National 2000 triple lumbar, air ride suspension seats or an approved equal. They shall be mounted on the left and right sides of cab. Engine cover shall be recessed or low profile to accommodate the ergonomic positioning of the loader controls.

Insulated rubber floor mat.

Safety glass in all windows.

Arm rests left and right.

Two (2) belt-type seatbelts.
Dome light door operated.

H.D. cab trim.

AM/FM/CD Bluetooth radio.

Front and rear mud flaps. Steel guard in front of rear duals.

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Power Door locks if available.

Electric or air operated cab jack with manual backup.

Air Conditioning—Factory installed OEM style and 2 dash mounted auxiliary air circulation fans.

14. Steering

Steering shall be heavy-duty power steering at right side operator position in cab. Steering tilt and telescoping adjustment.

15. Fuel Tank

Left side mounted steel, 50 gallon minimum capacity, DOT approved with shut-off valve. Mounted as far forward as possible. Contact body supplier for placement. Def tank must be on the same side as the Fuel Tank. Do not mount fuel tank or DEF tank under clean-out doors/troughs.

16. Electrical

12 volt neg. ground.

165 amp alternator.

Three (3) 1,000/3,000 CCA batteries.

Five (5) LED amber marker lights on cab.

Body will have LED lighting, chassis and body shall be compatible.

Dimmer switch on steering column.

Turn signals with four-way emergency flashers.

Three sets of keys.

BATTERY SHUT-OFF SWITCH: easy to see and easy to access.

Backup alarm system 107dB SAE Type B fully sealed and wired into vehicle backup system.

All lighting shall be LED where available.

17. Mirrors

Two (2) bracket mirrors, LH/RH motorized and heated, stainless steel clamp on type both left and right hand. Shall be breakaway type and both mirrors will have an 8" circular convex mirror attached below lower arm.

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18. Exhaust System
Must meet all federal standards and be installed to accommodate the 27 cu. yd. McNeilus Zero Radius side-loading refuse body. To be 2020 emission certified, SCR catalyst type, passive regeneration system and to be equipped with proper protection to prevent burns (exhaust shield). Perforated exhaust extension mounted on top of exhaust pipe.

19. Gauges and Indicators in Cab
All critical controls required to operate the vehicle from the right operator location. Gauges to be mounted on right hand side of cab.

Oil pressure

Inter-axle differential lock indicator light

Volt meter

Air restriction indicator on air cleaner

Regeneration initiate/inhibit switch

Water temperature

Transmission temperature

Hour meter

Air pressure with air parking brake, RH side

Tachometer (electric)

Electric speedometer/odometer

Fuel Gauge

Key activated ignition switch.

Light, buzzer warning on oil pressure, high water temperature, low air pressure

20. Paint/Color
Cab: DuPont 51304 burgundy.

Body: DuPont P9188, high gloss white, with 8" diagonal, DuPont 51304, burgundy stripe.

21. Mud flaps
Rear: Required (steel) in front of rear and (rubber) behind rear wheels.

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Front: Behind wheels and 8” whiskers attached to the outside of the front steer fender well.

22. Accessory Equipment

The following equipment, whether or not considered standard, shall be furnished with each unit:

Heavy-duty, two-speed (minimum), fresh air heater with defroster, 40,000 BTU with engine mounted shut-off valve. Right hand mounted controls.

Two-speed, dual, electric windshield wipers, intermittent type with windshield washer.

Dual sun visors.

Fire extinguisher, 5 lb. ABC dry chemical type.

23. Miscellaneous

Safety equipment and all lighting shall be as required to meet Federal, State of Wyoming, and OSHA regulations. Full set of roadside triangles mounted.

The winning vendor shall supply 2 complete sets of filters for each unit. **(All required filters)**

List options and pricing for extended warranties on chassis.

SPECIAL NOTE:

Components that require regular service shall be easy to access. Air dryer, oil filters, fuel filters, hydraulic tank shut-off, etc. Transmission removal shall not require removal of air tanks or air dryers. Hydraulic tank shall not be mounted under cleanout doors/troughs. Hydraulic pump and PTO removal shall not require removal of spacer components or transmission dismounting. Truck to be “Mechanic Friendly”.

24. Diagnostic Software and Service Manuals

Two copies of manufacturer’s service diagnostic software from truck manufacturer and two copies of service diagnostic software from side-load body manufacturer. If required, any hardware needed to operate the diagnostic software.

Two (2) complete sets of operator's manuals, (2) sets of service manuals, and (2) sets of parts

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manuals shall be supplied (made specifically for truck and body being sold) or an approved Digital version of the above stated manuals. NO EXCEPTIONS.

25. Body Construction

The body shall have a capacity of 27 cubic yards, including the capacity of the hopper. Shall have factory installation on new chassis.

Full eject only (Multistage with Excalibre nitride rods).

Curved shell high-compaction body, includes mounting.

DuPont P9188, high gloss white, with 8" diagonal, DuPont 51304, burgundy stripe.

ANSI and FMVSS compliance.

Backup Alarm 107db minimum.

NO STITCH WELDS ON THE INSIDE OF BODY

Simultaneous load and pack.
Pack on the run.

In-cab control panel with rocker switches or sealed switch panel and universal symbols. User friendly, angled so operator can operator and maneuver easily.

Electronic microprocessor controls with diagnostic readout.

Ten (10) micron, 100% hydraulic fluid filtration.

Two pack cycle counters, one re-settable, one non-resettable.
Bolt-on under ride.

Tailgate seal, 60" above floor level (standard).

Steel mud flaps, forward of rear tire. In front of rear wheels.

In-cab body packed out "power packing" indicator.

Body Floor: 3/16" AR200

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Body Sides: AR450 and AR200

4 rows of body retention teeth.

26. Hopper

The hopper shall have a minimum 4.8 useable cubic yards.

Hopper floor: The hopper floor shall be constructed of 1/4" AR400 with 3/16" AR400 hopper wall.

Hopper Sides: 3/16", AR400 High Strength Steel.

The hopper shall have an automatic Steel Hopper Cover. Operated open and closed from within the cab.

27. Tailgate

Tailgate seal to be 60" above floor level.

Tailgate visual indicator tabs.

28. Arm Assembly

Hydraulic pilot operated spool valves, electric over hydraulic proportional controls.

Easy squeeze grip system reducing container damage.

Joystick main arm control on main console with ground accessible rocker switches under right hand of seat.

Arm not stowed, in-cab light and delayed buzzer warning.

Arm out lamp mounted on chassis dash.

Arm Assembly=Grade 500B tube, Zero Radius.

Interlock, cannot open grippers with arm in raised position.

Fully hydraulic arm cushioning.

Two arm cycle counters, one re-settable and one non-resettable.

Zero Radius 550lb capacity with 12-foot reach, capable of collecting both residential and commercial carts with no kick out. (90 gallon to 450 gallon containers without the need to change grip arms with an air grip plunger.)

Remote grease line 1/4" Korilla hose or comparable for pack cylinders.

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Remote grease lines 1/4" Korilla hose or comparable to tailgate cylinders.

Remote grease line 1/4" Korilla hose or comparable to arm lift cylinder base.

Remote grease lines required for any part that requires weekly grease points if unable to be reached from ground level or requires a creeper. 1/4" Korilla hose or comparable. Lubecore automatic greaser or comparable.

29. Hydraulics

PTO driven tandem piston pump.

Front pump. Standard enclosure – no front pump cover or pump extending past front bumper.

Operate at idle pump (low RPM high speed arm) 6-8 second cycle @ 800 RPM.

Single speed-lift arm control.

High speed packer (low RPM).
(FE) 16 second packer cycle speed @ 800 RPM.

Automatic hydraulic operated oil heater.

Hydraulic Fluid cooler mounted body comparable to other City of Casper units.

Filter bypass warning – shut down. Shut down system provides audible and visual warning of bypassing filter with increasing severity.

Low oil warning and shut down. Shut down system provides audible and visual warning of bypassing filter with increasing severity.

High temperature hydraulic fluid warning and shut down. Shut down system provides audible and visual warning of bypassing filter with increasing severity.

Protective hose covering: Wear resistant Cordura or equivalent sleeves locations:

All hydraulic pressure hoses exposed to chafing and/or present spraying hazard.

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Hydraulic pressure hoses from chassis to body.

30. Lubrication

Remote grease lines required for any part that requires weekly grease points if unable to be reached from ground level or requires a creeper. 1/4" Korilla hose or comparable. Lubecore automatic greaser or comparable.

Remote grease line 1/4" Korilla hose or comparable to pack cylinder bearing.

Remote grease line 1/4" Korilla hose or comparable to tailgate cylinders.

Remote grease line 1/4" Korilla hose or comparable to arm lift cylinder base.

31. Gripper/Cylinders

Universal/commercial spring steel Gripper for 30-450 gallon carts. Residential belt gripper for 30-100 gallon carts.

Pin-on or bolt on gripper connection adapter.

32. Controls

To be installed for right hand drive operation.

Joystick main arm control on main console.

Joystick hold-to-run removed.

Arm out lamp, mounted on chassis dash.

33. Lights & Paint

LED 4" stop/tail/turn and reverse lights.

Three Work lights: One hopper and two lift arm area.

Flood light options: 2 rear flood lights, high mount on tailgate. Reverse activated.

Two side body reverse flood lights mounted on fenders. Reverse activated.

Four smart lights, amber lights (combination turn signal, alternating flashers).

(NOTE: All lighting to LED where applicable)

Black paint on all attaching components on the chassis.

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DuPont P9188, high gloss white, with 8" diagonal,
DuPont 51304, burgundy stripe.

34. Miscellaneous
Requirements

Auto neutral-lift arm activated (operate-at-idle).
Chassis must be programmed correctly.

Arm restraint, system automatic.

Clean out tool – right hand.

Shovel holder – RH horizontal.

Toolbox, 18x18x24 – mounted on ICC Bar

Tailgate visual indicator tabs.

Convex mirrors: right hand side, top view of dumping
cart, left hand side lower view.

Fire extinguisher with bracket (10 lb.).

Protective hose covering: Wear resistant Cordura or
equivalent sleeves locations:

All hydraulic pressure hoses exposed to chafing and/or
present spraying hazard.

Hydraulic pressure hoses from chassis to body.

Tailgate cylinder hoses.

All lift arm pressure hoses.

Quad Camera System w/ 7" LCD display and cable.
Mounted in the top right of windshield. Wireless
camera system is preferred if available.

Cameras to be installed: 3 on tailgate, one middle
high and 2 on each side of tailgate 180 degrees rear
view vision, one in hopper view.

Automatic Camera Switching during operation of
the loading cycle and auto switch when truck is in
reverse.

35. Diagnostic

Two copies of manufacturer's service diagnostic

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Software software from Truck Manufacturer and two copies of service diagnostic software from side-load body manufacturer. If required, any hardware needed to operate the diagnostic software.

36. Manuals Two (2) complete sets of operator's manuals, (2) sets of service manuals, and (2) sets of parts manuals shall be supplied (made specifically for truck and body being sold. NO EXCEPTIONS. Two (2) complete custom sets of SCHEMATICS for all electrical lines, hydraulic lines, and air lines (made specifically for truck and body sold being sold.) or an approved Digital version of the above stated manuals and schematics. NO EXCEPTIONS.

37. Warranty Specify in writing, to include all parts and labor F.O.B. Casper, for a minimum 12 month period.

Provide minimum of one full day of on-site training specific to exhaust system during warranty period. One training must be included in delivery.

Include options for extended warranties and pricing.

38. Delivery Truck shall be delivered with a full tank of fuel, properly blended for the weather conditions if required.

Diesel fuel to be at least the minimum requirements of blended #2/#1 diesel fuel with proper additives to correspond with climate conditions.
A copy of the order confirmation to be provided upon completion of order.

Original title shall be provided within 30 days of unit delivery to 1800 E. K St. Casper, WY 82601.
Title to be made out as: City of Casper, 200 N. David, Casper, WY 82601.

The vehicle temporary permit/registration will be valid for 45 days after the unit is complete, operable, and placed into service by the city.

If the temporary permit expires before the vehicle is complete and operable, the dealer shall provide another temporary permit or legal temporary plates until the vehicle is permanently licensed.

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The winning vendor will bid and deliver 1 chassis equipped with 27 yard side-load body as specified in specifications.

Provide minimum of one (1) full day of dealer training and orientation on-site for City drivers and mechanics.

Trade-in vehicle will NOT be released for up to 60 days after delivery of new vehicle or until the new truck operates to the satisfaction of the City, whichever is sooner.

The winning vendor shall deliver a comparable chassis and Side-loading body rental at no charge if the truck is non-operable for more than 36 hours due to manufacturer defects or failures of the chassis or body for a minimum of one (1) year after delivery.

Piggy back option to be included to purchase more units at the bid price for up to 120 days after the delivery of this unit from this order.

NOTE: These forms may be duplicated.

Exceptions to any of the provisions of these specifications may be waived provided they are clearly stated in the quote, and if in the opinion of the City of Casper, the quote complied with the intent of the specification. Should funding be inadequate to cover the items quoted, all quotes may be rejected or quantities adjusted to fit budget amount.

All contacts should be made through Dan Coryell, Casper Service Center Casper, Wyoming, 82601. Phone 307-235-8410.

**PROPOSAL FOR FURNISHING
ONE NEW SIDE-LOADING, 27 YARD, SANITATION TRUCK
FOR THE SOLID WASTE DIVISION OF
THE PUBLIC SERVICES DEPARTMENT**

Proposal of (Name) _____
(Address) _____

to furnish equipment as specified to the City of Casper, Wyoming, in accordance with specifications dated July 6, 2021.

BID ITEM: _____
Description: _____

Make and Model: _____
Federal Certified GVW: _____

- I. Price bid for one new side-loading, 27 yard, sanitation trucks, as specified \$ _____
- II. Trade-in allowance for Unit #222274, 2015 Mack. VIN #1M2AUO4C1FM009445 \$ _____
- III. NET COST TO THE CITY:
(Total Price) \$ _____
- IV. Delivery: F.O.B. manufacturer of the City of Casper's choice within ____ calendar days after award of contract by City Council.
- V. Trade in unit will be considered optional if, in the opinion of the City of Casper authorized staff, it is found to be in the best interest of the City of Casper to do so.
- VI. Options:
 - I. Extended warranty for no less then 5yrs. 100,000 miles, full vehicle. \$ _____
 - II. Extended warranty for no less then 5yrs. 100,000 miles, powertrain and aftertreatment only. \$ _____
 - III. Extended warranty for no less then 2yrs. for body and Hydraulics (to include cylinders) \$ _____

In addition to this proposal, the undersigned herewith submits complete information including specifications and descriptive literature to fully describe and illustrate the equipment and accessories offered. Incomplete bid specification will be considered non-compliant and rejected.

Bidder proposes to deliver equipment in accordance with the schedule above and agrees that liquidated damages will be charged to him in accordance with specifications if delivery is not made in accordance with said schedule.

A bid bond, a certified, or a cashier's check made payable to the City of Casper, Wyoming, in an amount of 5% of the total amount of this bid is enclosed. The undersigned certifies that he understands the specifications relating to said bid security and agrees to the conditions set forth in said specifications.

Discounts will be allowed for prompt payment as follows:

10 Day _____%; 20 Days _____%; 30 Days _____%.

Submitted By: _____ Title: _____ Date: _____

Signature: _____ Phone: _____

CITY OF CASPER, WYOMING
SPECIFICATIONS FOR
ONE NEW SIDE-LOADING, 27 YARD, SANITATION TRUCK
(Approved by the City Attorney, 2021)
Dated the 6th day of July, 2021

I. GENERAL:

The following specifications, including exhibits, attached hereto, shall constitute the minimum acceptable specifications for the goods and/or services for which bids are requested. Bidders shall include all items standard to article bid, whether or not specifically mentioned in these specifications.

All goods shall be new and the latest current production models meeting the terms of the specifications.

No bids may be withdrawn within thirty (30) days after the scheduled closing time for receipt of bids without the consent of the City of Casper, Wyoming.

II. BID GUARANTY:

The City of Casper is required by Wyoming Statutes, 15-1-113, to receive a certified check, cashier's check, bank draft upon a reputable bank, or a bid bond, if the bid is for more than one hundred and fifty thousand dollars (\$150,000), with sufficient surety in the amount of five percent (5%) of the total bid amount before it can accept and consider any bid. Bid with deposit shall be filed with the FINANCE OFFICE, City Hall, 200 N. David, Casper, WY 82601, securely sealed, and endorsed upon the outside of the wrapper, with a brief statement as to the nature for which the bid is provided. Upon bid award, such surety shall be returned to the unsuccessful bidder(s). In the case of the successful bidder, five percent (5%) surety will be retained by the City until a proper bond or other proper bid guarantee to secure performance has been filed and approved if required by the specifications of the bid.

III. SCHEDULE FOR DELIVERY AND LIQUIDATED DAMAGES:

Unless a schedule has been specified in the bidding documents, each bidder shall specify, in its proposal, the time required for delivery of his goods to the place designated.

The provisions of Section II BID GUARANTY, shall apply to all bids, contracts and delivery times as specified. Failure to enter into a contract for said bid with the city within 30 days of the award or failure to proceed and/or deliver upon said bid or contract will result in forfeiture of bid guarantee.

IV. PLACE OF DELIVERY:

The successful bidder shall deliver the goods to the City of Casper, Casper Service Center, 1800 East "K" Street, Casper, Wyoming, unless otherwise specified.

V. CONDITIONS OF DELIVERY; RIGHT OF INSPECTION:

Goods, when delivered, shall be accompanied by a Statement Dealer's Certificate of Servicing and Inspection signed by the bidder certifying that the goods have been inspected and complies in all respects to the contract. Bidder shall attach to said statement a certificate by the manufacturer of the goods certifying that said goods have been inspected and serviced in the event the goods are not manufactured by the bidder. The City may, in its discretion, waive this requirement.

The City further reserves the right to make an inspection of the goods within a reasonable time after delivery to ensure compliance with the contract. Failure by City to make such inspection or upon inspection, failure to discover defects which cannot reasonably be discovered upon inspection, shall not constitute a waiver or be a limitation upon any remedy which the City may have at law or in equity.

VI. WARRANTY:

Each bidder shall enclose, with their bid, a copy of the warranty which applies to the goods proposed to be furnished. The warranty supplied will be considered by the City in determining the responsibility of the bidders.

VII. SERVICE FACILITIES:

It is essential that repair parts and service be adequate and readily available so that the goods can be maintained in good operating condition without protracted time loss for repairs.

The BIDDER SHALL CLEARLY STATE in his proposal the extent to which he carries a complete inventory of repair parts and service facilities. The City reserves the right to evaluate past performance of each bidder in analyzing the bid received and to consider such evaluation, in addition to other factors, in awarding the contracts for equipment.

VIII. DETAILED SPECIFICATIONS:

Goods bid shall conform to the detailed specifications outlined for the various bid items, attached hereto. No deviations from the terms of the specifications will be allowed, and such deviations shall be grounds for rejection of any bid, provided, however, that the City may allow any deviation if it finds, in its sole discretion, that the deviation is not a material deviation.

If bidder submits a bid using differing materials from those specified, he shall submit complete specifications for those items, including proposed manufacturer and catalog numbers with appropriate literature. The City may consider such specifications if it finds, in its sole discretion, that said specifications meet the intent of its specifications set forth herein and do not differ materially from its specifications.

IX. STATEMENT OF COMPLIANCE:

Should any requirement in these specifications not be included in manufacture's specifications sheets, bidder shall include with his bid, a statement of compliance. Failure to do so may be held as grounds for disqualification of bid.

X. CONSIDERATION OF BIDS:

The City of Casper, Wyoming, reserves the right to evaluate all bids received on the basis of the conformance with these specifications, the availability of repair parts, and the adequacy of service facilities, the delivery schedules, and other criteria as well as (net) cost, and to consider such evaluation in awarding contracts for the furnishing of the bid items specified. The City will award the contract to the lowest responsible bidder.

XI. PAYMENT

The City shall make a lump sum payment upon delivery and acceptance of all goods bid. A complete City of Casper voucher shall be processed for payment after an invoice is received from the vendor. Payment will be made within forty-five (45) days pursuant to Wyoming State Statute 16-6-601.

Statute W.S. 16-6-602:

16-6-601. Definitions.

(a) As used in this article:

(i) "Agency" means any department, agency or other instrumentality of the state or of a political subdivision of the state;

W.S. 16-6-602. Payment of agency accounts; interest.

Except as provided by contract, any agency which purchases or procures goods and services from a nongovernmental entity shall pay the amount due within forty-five (45) days after receipt of a correct notice of amount due for the goods or services provided or shall pay interest from the forty-fifth day at the rate of one and one-half percent (1 1/2%) per month on the unpaid balance until the account is paid in full, unless a good faith dispute exists as to the agency's obligation to pay all or a portion of the account.

XII. SALES TAX EXEMPTION CERTIFICATE:

The City of Casper, Wyoming, is exempted for paying the sales tax specified by Wyoming Statutes, and from paying Federal Excise taxes. Upon request, an exemption certificate will be furnished to the successful bidder.


XIII. GOVERNING LAW:

In the event of any claim, suit, or demand which may result from a bid or bids submitted thereunder, or the award of any contract as a result of submission of a bid, the bidder or bidders agree that Wyoming law shall govern any such claim, suit, or demand the rights and duties of the parties thereunder.

XIV. ADDITIONAL INFORMATION:

If additional information is required, written instructions shall be issued. No oral instructions or interpretations will be considered binding unless confirmed in the form of addenda and shall be furnished to all bidders who shall submit a signed copy of all addenda with their bid. Please refer all questions to Dan Coryell, 1800 East "K" Street, Casper, Wyoming, 82601, (307) 235-8410.

August 17, 2021

MEMO TO: His Honor, The Mayor, and Members of City Council
FROM: J. Carter Napier, City Manager 
SUBJECT: Casper Housing Authority Board Appointment

Meeting Type & Date

Regular Council Meeting, August 17, 2021

Action Type

Minute Action

Recommendation:

That Council, by minute action, authorize the appointment of Ms. Rhonda Zimmerman to the Casper Housing Authority Board of Commissioners.

Summary:

The Casper Housing Authority has an open position on their Board of Commissioners as Board member Dave Maxner has moved from Casper and is unable to finish his term. They advertised this opening for one week on their website and Facebook page.

The Housing Authority Board recommends approval of Ms. Zimmerman. She will be completing the remainder Mr. Maxner's term ending on December 31, 2023. She would be eligible to apply for reappointment for an additional five (5) year term after her first term expires.

Financial Considerations:

No financial considerations.

Oversight/Project Responsibility:

Casper Housing Authority Board of Commissioners.

Attachments:

Casper Housing Authority Letter
Advertisement
Rhonda Zimmerman resume



Healthy Homes Healthy Families

August 3, 2021

To: Mayor Steve Freel
City Council of the City of Casper
Mr. Carter Napier, City Manager

RE: New Board Member
Housing Authority of the City of Casper

Dear Mayor Freel, Council Members and City Manager, Napier,

The Board of Commissioners respectfully request consideration of Ms. Rhonda Zimmerman for appointment to the Board of Commissioners of the Housing Authority of the City of Casper.

Ms. Zimmerman's resume is attached. If you need any further information, please don't hesitate to contact me at any time.

Respectfully Submitted,

Kim Summerall-Wright
Executive Director
Housing Authority of the City of Casper



145 North Durbin, Casper, Wyoming 82601-7123
Phone 307-266-1388 Fax 307-237-4869 www.chaoffice.org



Facebook Post



Website Ad



Rhonda Zimmerman

1240 Morado Dr.
Casper, WY, 82609
(720) 235-2208
cloudsurfer307@gmail.com

CAREER OBJECTIVE

Secure a volunteer position on a board that provides a needed service to the community, with a mission that promotes well being in a manner that lifts up and assists those who need it most .

EXPERIENCE

ONUS IV HYDRATION, Denver, CO

Partner, investments and policies, May 2017 - Present

- Advisory position only to partners in the company.

E&F COMPANIES, Casper, WY

Business Owner, Feb 2009 - Present

- Responsible for records reporting and management, policy and procedure development, employee relations, employee training, oversee and problem solve as needed with management.

CASPER FAMILY CONNECTIONS, Casper, WY

Managing Partner, Feb 2010 - Mar 2012

- Assisted with development and implementation of a non profit visitation center in Casper WY.

CENTRAL WYOMING COUNSELING CENTER, Casper, WY

Mental Health Therapist, Jun 2002 - Aug 2008

- Provided mental health counseling services to families of SED children and families with children in the foster care system. Case management, all reporting and charting required, community based therapeutic services, family meetings, court, MDT, IEP, and others as needed to help families progress through the system and gain assistance for their children.

YOUTH CRISIS CENTER, Casper, WY

Youth Crisis Worker, Sep 2001 - May 2002

- Provided safe crisis milieu for children and adolescents in crisis. Led groups for start and end of day, skills management.

EDUCATION

UW/CC

Casper, WY

BSW Social Work, Criminal Justice (May 1996)

Casper College

Casper, WY

AA Social Work, Criminal Justice (May 1995)

ADDITIONAL SKILLS

- Board Experience: Boys and Girls Club of Central WY 1998-2014, 2019-present
- Templeton Religion Trust Board of Advisors Steering Committee 2016-present

CERTIFICATIONS

- CSW-285 State of WY
- WM 091114 6/7