

# COUNCIL MEETING AGENDA

Casper City Council  
City Hall, Council Chambers  
Tuesday, February 16, 2021, 6:00 p.m.



## COUNCIL POLICY PUBLIC STATEMENTS

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

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

**COVID-19 precautions are in effect at Council meetings. All Council meetings including Work Sessions are held in Chambers. Entrance to the meetings is the east door off David Street. Upon entry you will be asked to sign-in for contact tracing purposes. Face coverings are required. Seating has been gridded into six feet distances. Seating capacity for the public is fifteen seats. Media will be given priority for seating. Public input via email is encouraged: [CouncilComments@casperwy.gov](mailto:CouncilComments@casperwy.gov). Citizens may call 307-235-7568 from 8 a.m. to 5 p.m. Monday or 8 a.m. to noon on Tuesday of the meeting to schedule a call for the Council meeting. Staff will provide citizens with a link or phone number to call in to speak during the meeting along with instructions.**

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## AGENDA

1. ROLL CALL
2. PLEDGE OF ALLEGIANCE
3. CONSIDERATION OF MINUTES OF THE FEBRUARY 2, 2021 REGULAR COUNCIL MEETING, AS PUBLISHED IN THE CASPER STAR-TRIBUNE ON FEBRUARY 10, 2021
4. CONSIDERATION OF MINUTES OF THE FEBRUARY 2, 2021 EXECUTIVE SESSION – LAND ACQUISITION AND LITIGATION
5. CONSIDERATION OF BILLS AND CLAIMS
6. COMMUNICATIONS
  - A. From Persons Present
7. PUBLIC HEARINGS
  - A. Ordinance
    1. Vacation and Replat Creating the **Trails West Estates No. 4 Addition**, a Zone Change of Said Subdivision, and the Trails West Estates No. 4 Subdivision Agreement.
    2. Creation of **Local Assessment District 158–Coates Road** Surfacing Improvements.
  - B. Ordinance and Resolution
    1. Consideration of a Resolution Certifying **Annexation Compliance** with Title 15, Chapter 1, Article 4 of the Wyoming State Statutes to Determine if the Annexation of the **East Robertson Road Addition** and **3489 South Robertson Road** to the City of Casper Complies with W.S. § 15-1-402.
      - a. Resolution
      - b. Third Reading Ordinance Approving Annexation, and Zoning of the East Robertson Road Addition.
  - C. Minute Action
    1. **Liquor License Renewals** for Licensing Period April 1, 2021 through March 31, 2022.
8. THIRD READING ORDINANCES
  - A. Amending **Chapter 9.24 of the Casper Municipal Code** – Offenses Against Public Decency, Modifying Certain Sections and Creating New Sections Thereof. (**Prostitution**)
    1. Communications from Persons Present

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8. THIRD READING ORDINANCES (continued)

B. Plat of **Highland Park Cemetery Addition No. 2.**

1. Communications from Persons Present

9. SECOND READING ORDINANCES

A. **Vacation** a Portion of **East 7<sup>th</sup> Street.**

1. Communications from Persons Present

B. **Repealing Ordinance No. 54-00** as Codified by Article IV, Chapter 9.40 of the Casper Municipal Code Titled “Sale of Nicotine Products”.

1. Communications from Persons Present

10. RESOLUTIONS

A. Consent

1. Approving the Purchase of **Bluebeam Studio Prime Level 1 Licensing.**
2. Accepting a **Grant** from the **Wyoming State Historic Preservation Office.**
3. Authorizing Change Order No. 3 with **High Plains Construction, Inc.,** in the Amount of \$28,406.65, for the **CY Booster Station Replacement, Project No. 16-024.**
4. Authorizing a Contract for Professional Services with **WLC Engineering,** in the Amount of \$63,500, for the **Industrial Avenue Drainage and Surfacing Improvements Project.**
5. Authorizing an Agreement with **Crown Construction LLC,** in the Amount of \$196,750, for the **Collins Drive Street Mill and Overlay Project.**
6. Authorizing a Portable Building Donation Agreement and Bill of Sale with the City of **Mills, Wyoming,** for the **Donation of Two (2) Portable Classroom Buildings** to the City which will be Located at the Fire Training Facility at 2582 Metro Road.
7. Authorizing a Contract for **Outside-City Water Service** with **Wayne and Mary Coleman.**

11. MINUTE ACTION

A. Consent

1. Authorizing the Purchase of One (1) New 2021 **Mack Transport Tractor Truck**, in the Total Amount of \$108,181.07, from **CMI TECO**, Casper Wyoming, for Use by the Solid Waste Division of the Public Services Department.

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

13. ADJOURN INTO EXECUTIVE SESSION – PERSONNEL AND LITIGATION

14. ADJOURNMENT

Upcoming Council meetings

**Council meetings**

- 6:00 p.m. Tuesday, March 2, 2021– Council Chambers
- 6:00 p.m. Tuesday, March 16, 2021 – Council Chambers

**Work sessions**

- 4:30 p.m. Tuesday, February 23, 2021 – Council Chambers
- 4:30 p.m. Tuesday, March 9, 2021– Council Chambers

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**ZONING CLASSIFICATIONS**

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

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COUNCIL PROCEEDINGS  
Casper City Hall – Council Chambers  
February 2, 2021

1. ROLL CALL

Casper City Council met in regular session at 6:04 p.m., Tuesday, February 2, 2021. Present: Councilmembers Cathey, Engebretsen, Gamroth, Johnson, Knell, Lutz, Pacheco, Pollock and Mayor Freel.

2. PLEDGE OF ALLEGIANCE

The Casper Youth Council Treasurer led the audience in the Pledge of Allegiance.

3. MINUTES

Moved by Councilmember Pollock, seconded by Councilmember Gamroth, to, by minute action, approve the minutes of the January 19, 2021, regular Council meeting, as published in the Casper-Star Tribune on January 24, 2021. Councilmembers Johnson and Lutz abstained. Motion passed.

4. EXECUTIVE SESSION MINUTES

Moved by Vice Mayor Pacheco, seconded by Councilmember Pollock, to, by minute action, approve the minutes of the January 19, 2021, executive session. Councilmembers Johnson and Lutz abstained. Motion passed.

5. BILLS & CLAIMS

Moved by Councilmember Knell, seconded by Councilmember Johnson, to, by minute action, approve payment of the February 2, 2021, bills and claims, as audited by City Manager Napier. Motion passed.

Bills & Claims 02/02/21

71Const	Services	207,249.31
AMBI	Services	1,711.92
AAALndspng	Services	660.00
AceHrdw	Goods	52.12
Adbay	Services	4,102.50
Adecco	Services	1,571.40
AhernRntls	Goods	496.40
Airsltions	Goods	570.00
Airgas	Goods	1,813.09
Alsco	Services	849.88
AltitudeRcyclng	Services	37,480.00
AmrcnEquip	Goods	2,158.75
Amerigas	Goods	31,377.00
ArrwhdHtng	Services	500.37
AtlntcElect	Services	15,657.12
AtlasOffice	Goods	4,429.52
AtlasRepro	Services	159.37
BckdrftOpco	Goods	11,629.95

BnkofAmerica	Goods	59,731.15
Bar-DSgns	Goods	1,328.00
BigHrnTire	Goods	24,394.76
BlckHllsEnrgy	Utilities	52,762.18
Bloedorn	Goods	173.37
CarolinaSftwr	Goods	250.00
Caselle	Services	75.00
CATC	Funding	11,210.00
CAEDA	Funding	92,436.59
CsprElect	Services	162,251.50
CsprFireExt	Services	534.00
CsprPblcUt	Utilities	149.06
CsprStarTrib	Services	4,484.55
CsprTire	Goods	285.00
CntrlPnt	Services	1,251.30
CntrlWyrscMssn	Funding	5,832.20
CenturyLink	Utilities	31,331.87
ChldDevCntr	Funding	4,250.00
CtyofCspr	Services	157,293.63
CLHAssoc	Services	13,608.80
CMITeco	Goods	12,094.40
CompProf	Goods	3,647.33
CommTech	Goods	5,576.19
CmpltSftySvc	Services	1,650.00
CmprssnLsing	Goods	262.50
CnsltdElect	Goods	366.37
Convergeone	Services	1,687.64
Core&Main	Goods	8,106.90
CwbySppllyHs	Goods	276.12
CrwnConst	Services	3,990.00
CSConslt	Services	785.00
DeckerAuto	Goods	267.12
DennisSpplly	Goods	2,283.48
DiamondVogel	Goods	58.48
DNelson	Reimb	247.61
DPCInd	Goods	6,886.27
EAKInc	Goods	500.00
EatonSlS	Goods	1,130.96
EdgeEng	Services	2,813.33
EldeanInc	Goods	35,695.00
EnrgyLabs	Services	1,495.50
ERud	Reimb	83.99
FarmerBros	Goods	118.02
FrstData	Services	19.95
FIB	Services	91.00

FiveTrlsRtary	Dues	650.00
FlannigansFrn	Goods	13,620.00
GCBldg	Goods	505.00
Galls	Goods	58.50
Geosyntec	Services	860.45
GlblSpectrum	Services	82,909.91
GolderAssoc	Services	3,426.85
Grainger	Goods	27.80
GreensSwrDrn	Services	150.00
GWMchncl	Services	5,600.00
HDREng	Services	1,552.50
Homax	Goods	34,356.15
InbergMllr	Services	756.00
JacobsEng	Services	2,776.40
JMDean	Reimb	98.00
KHowell	Reimb	150.00
KnifeRvr	Goods	472.70
KncklDrgr	Goods	3,645.00
KRollison	Reimb	100.00
LisasSpicSpan	Services	835.00
LumStudio	Services	427.50
MercerHse	Funding	6,401.10
MicroMtn	Goods	2,235.53
MKolker	Reimb	115.49
MLeyba	Reimb	250.00
MonsonJanit	Services	7,208.98
Motorola	Goods	12,696.67
MtnWstTlphn	Utilities	1,079.90
Napa	Goods	80,063.67
NCHlth	Services	85,500.00
NCSheriff	Services	90,229.68
Nicolaysen	Funding	3,880.43
Norco	Goods	28,170.01
NordicSnd	Services	7,901.25
NWCntrctrs	Services	2,981.86
Oceanid	Services	4,900.00
OvrhdDr	Services	1,686.72
PacificHide	Services	214.58
Pedens	Goods	505.00
PlatteRvrTrls	Funding	30,000.00
PostalPros	Services	16,110.87
PwrEquip	Goods	824.02
Printworks	Services	170.16
RecyklingInd	Services	3,500.00
RckyMtnAir	Services	3,560.48

RckyMtnPwr	Utilities	116,981.96
RouterSwr	Services	631.76
SDunnuck	Reimb	245.67
SlfHlpCtr	Funding	11,027.75
SMElect	Goods	362.75
ShrwnWllms	Goods	607.87
SmithPsych	Services	2,225.00
SNguyen	Reimb	100.00
Stantec	Services	10,788.37
SummitElect	Services	205.00
Thatcher	Goods	9,536.37
TopOffice	Goods	153.50
TrnsmssnDist	Goods	7,325.86
TretoConst	Retain	10,812.50
TriStateOil	Goods	100.00
TylerTech	Goods	4,900.00
Uniforms2gr	Goods	1,463.02
Verizon	Services	41.86
VermeerSls	Goods	2,667.44
VRCCo	Services	99.75
WasteWtr	Services	359,541.90
WestPlnsEng	Services	4,470.00
WLCEng	Services	72.50
WYWtrQlty	Services	60.00
WyLwVltg	Services	410.00
WySteel	Services	9,759.40
Xerox	Services	243.18
Total		2,134,232.39

6. COMMUNICATIONS FROM PERSONS PRESENT

Individuals addressing the Council were: Dallas Laird, former Councilmember, requesting Council be notified if monuments or significant historic changes are being made; and Tom Hall, 4017 Somerset, requesting stronger enforcement of traffic laws.

7. ESTABLISH PUBLIC HEARINGS

Moved by Councilmember Lutz, seconded by Councilmember Cathey, to, by minute action: establish February 16, 2021, as the public hearing date for the consideration of a vacation and replat creating the Trails West Estates No. 4 Addition, a zone change of said subdivision, and the Trails West Estates No. 4 Subdivision Agreement; and creation of Local Assessment District 158–Coates Road surfacing improvements. Motion passed.

8.A.1 PUBLIC HEARING - ORDINANCE

Mayor Freel opened the public hearing for the consideration of the vacation of a portion of East 7<sup>th</sup> Street.



Assistant City Attorney Trembath entered two (2) exhibits: correspondence from Liz Becher to J. Carter Napier, dated January 20, 2021 and an affidavit of publication, as published in the Casper-Star Tribune, dated January 11, 2021. City Manager Napier provided a brief report.

Speaking in support was Carter Britt, ECS Engineers. Councilmembers Gamroth, Engebretsen, and Knell had questions about the distribution and potential uses for the vacated land, which were addressed by Mr. Britt, City Manager Napier, and Assistant City Attorney Trembath.

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

Following ordinance read:

ORDINANCE NO. 5-21  
AN ORDINANCE APPROVING THE VACATION OF EAST 7<sup>TH</sup>  
STREET BETWEEN SOUTH JACKSON STREET AND THE  
PUBLIC ALLEY BISECTING BLOCKS 62 AND 63, SHERIDAN  
HEIGHTS ADDITION.

Councilmember Knell presented the foregoing ordinance for approval, on first reading. Seconded by Councilmember Engebretsen. Council discussed the matter at length. Councilmember Knell abstained from voting, but later clarified that he wished to vote nay on the matter. Motion passed.

#### 8.A.2 PUBLIC HEARING - ORDINANCE

Mayor Freel opened the public hearing for the consideration of the ordinance regarding the sale of nicotine products.

Assistant City Attorney Trembath entered one (1) exhibit: correspondence from John Henley to the Casper City Council and J. Carter Napier, dated January 28, 2021. City Manager Napier provided a brief report.

There being no one to speak for or against the issues involving the sale of nicotine products, the public hearing was closed.

Following ordinance read:

ORDINANCE NO. 6-21  
AN ORDINANCE REPEALING ORDINANCE NO. 54-00 AS  
CODIFIED BY ARTICLE IV, CHAPTER 9.40 OF THE CASPER  
MUNICIPAL CODE AND CREATING A NEW ARTICLE IV –  
OF CHAPTER 9.40 OF THE CASPER MUNICIPAL CODE  
TITLED “SALE OF NICOTINE PRODUCTS”.

Vice Mayor Pacheco presented the foregoing ordinance for approval, on first reading. Seconded by Councilmember Lutz. Councilmember Johnson voted nay. Motion passed.

8.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 Restaurant Liquor License No. 43, for Ludovico, d/b/a Ludovico, located at 1301 Wilkins Circle.

Assistant City Attorney Trembath entered five (5) exhibits: correspondence from Fleur Tremel, to J. Carter Napier, dated January 18, 2021; an affidavit of publication, as published in the Casper-Star Tribune, dated January 26, 2021; an affidavit of website publication, as published on the City of Casper website, dated January 18, 2021; an affidavit of notice of conspicuous posting, as posted at 1301 Wilkins Circle, dated January 18, 2021; and the liquor license application filed January 8, 2021. City Manager Napier provided a brief report.

Speaking in support was Justin Boltz, applicant.

There being no others to speak for or against the issues involving Restaurant Liquor License No. 43, the public hearing was closed.

Moved by Councilmember Engebretsen, seconded by Councilmember Cathey, to, by minute action, authorize the issuance of Restaurant Liquor License No. 43. Motion passed. Councilmember Pollock returned to the meeting.

9.A ORDINANCE— THIRD READING

Following ordinance read:

ORDINANCE NO. 1-21 AMENDED  
AN ORDINANCE AMENDING CHAPTER 9.24 OF THE  
CASPER MUNICIPAL CODE - OFFENSES AGAINST PUBLIC  
DECENCY, MODIFYING CERTAIN SECTIONS AND  
CREATING NEW SECTIONS THEREOF.

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

No citizens spoke on the ordinance.

Councilmember Gamroth asked about a phone app that allows live entertainment, and how this ordinance would pertain to it. Assistant City Attorney Trembath said that the ordinance is broad and would apply in this case. Mayor Freel asked if the intent of the ordinance was for in person or physical situations. City Manager Napier suggested that this could be looked into and Council could table the third reading. Moved by Vice Mayor Pacheco to table this item until the next business meeting. Seconded by Councilmember Lutz. Assistant City Attorney Trembath recommended postponing this rather than tabling. The motion was adjusted. Motion to postpone passed.

9.B ORDINANCE– THIRD READING

Following ordinance read:

ORDINANCE NO. 2-21

AN ORDINANCE AMENDING SECTION 10.24.010 OF THE  
CASPER MUNICIPAL CODE PERTAINING TO TWENTY  
MILE PER HOUR SPEED ZONES.

WHEREAS, Casper City Council and City Staff support revising the core downtown 20 mile per hour area.

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

That Section 10.24.010.A of Chapter 10.24 of the Casper Municipal Code is hereby amended to read as follows:

A. Center Street from B Street to Collins Drive; 2<sup>nd</sup> Street from David Street to Kimball Street; Midwest Avenue from Poplar Street to Durbin Street; Yellowstone Hwy from Poplar Street to David Street; Collins Drive from Center Street to Kimball Street; Kimball Street from 1<sup>st</sup> Street to Collins Drive; Beech Street from 1<sup>st</sup> Street to Collins Drive; Durbin Street from 1<sup>st</sup> Street to Collins Drive; Wolcott Street from 1<sup>st</sup> Street to Collins Drive; Ash Street from BC Street to Collins Drive; Elm Street from 1<sup>st</sup> Street to Midwest Avenue; Oak Street from Industrial Avenue to Midwest Avenue; Spruce Street from Industrial Avenue to Midwest Avenue; Walnut Street from Yellowstone Hwy to Collins Drive; Chestnut Street from Midwest Avenue to Wimborne Street; Wimborne Street; Industrial Avenue from Spruce Street to David Street; 2<sup>nd</sup> Street from Nichols Avenue to Ash Street; Nichols Avenue from B Street to 2<sup>nd</sup> Street; B Street from Nichols Avenue to A Street; A Street from Nichols Avenue to David Street; A Street from Center Street to Wolcott Street; Market Street; David Street from north of BC Street by the railroad tracts to Collins Drive. This Ordinance shall become in full force and effect upon passage on third reading and publication.

PASSED on 1<sup>st</sup> reading the 5<sup>th</sup> day of January, 2021.

PASSED on 2<sup>nd</sup> reading the 19<sup>th</sup> day of January, 2021.

PASSED, APPROVED, AND ADOPTED on 3<sup>rd</sup> and final reading the 2<sup>nd</sup> day of February, 2021.

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

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

10.A ORDINANCE– SECOND READING

Following ordinance read:

ORDINANCE NO. 3-21

AN ORDINANCE APPROVING THE PLAT OF HIGHLAND  
PARK CEMETERY ADDITION NO. 2

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

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

10.B ORDINANCE— SECOND READING

Following ordinance read:

ORDINANCE NO. 4-21

AN ORDINANCE APPROVING THE CITY-INITIATED ANNEXATION OF THE EAST ROBERTSON ROAD ADDITION; AND A COUNCIL-INITIATED REZONE OF THE PROPERTY LOCATED AT 3489 SOUTH ROBERTSON ROAD.

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

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

11.A RESOLUTION

Following resolution read:

RESOLUTION NO. 21-13

A RESOLUTION AUTHORIZING AN AGREEMENT WITH CROWN CONSTRUCTION, LLC, FOR THE RECYCLE DEPOT IMPROVEMENTS, PROJECT NO. 16-004.

Vice Mayor Pacheco presented the foregoing resolution for adoption. Seconded by Councilmember Lutz. City Manager Napier provided a brief report.

Councilmember Cathey shared his concerns about this item. Councilmember Pollock asked about the citizen poll on this matter and the means for payment of the costs. Councilmember Cathey spoke to the polling issue and City Manager Napier indicated that utility bills are currently being charged \$1.70 for this cost with the income being set aside for the depots. Councilmember Knell asked for more information on recycling. Cindie Langston, Solid Waste Manager, spoke about the likely changes to recycling should the depots be closed. Councilmember Knell spoke in favor of the depots. Councilmember Gamroth asked about the operational costs and contamination rate of the recycling program. Ms. Langston addressed both topics and indicated that the contamination rate was decreasing and would continue to improve as education efforts increase. Councilmember Engebretsen asked about proceeds from the recycling program. Ms. Langston addressed this and indicated that the improvements to the materials recovery facility will also increase profits going forward. Mayor Freel spoke in favor of the depots. Councilmember Cathey voted nay. Motion passed.

11.B CONSENT RESOLUTIONS

The following resolutions were considered, by consent agenda:

RESOLUTION NO. 21-10

A RESOLUTION AUTHORIZING ACCEPTANCE OF FUNDS AWARDED FROM THE DRUG ENFORCEMENT ADMINISTRATION TO BE USED FOR OVERTIME REIMBURSEMENT.

RESOLUTION NO. 21-11

A RESOLUTION AUTHORIZING AN AGREEMENT WITH CASPAR BUILDING SYSTEMS, INC., FOR THE BALER BUILDING LOCKER ROOM REMODEL, PROJECT NO. 19-071.

RESOLUTION NO. 21-12

A RESOLUTION AUTHORIZING AN AGREEMENT WITH WAYNE COLEMAN CONSTRUCTION, INC., FOR THE HORIZON PARK, PROJECT NO. 20-021.

RESOLUTION NO. 21-14

A RESOLUTION AUTHORIZING AN AGREEMENT WITH INSTALLTION & SERVICE CO., INC., FOR THE 2ND STREET MILL & OVERLAY PROJECT NO. 20-040.

RESOLUTION NO. 21-15

A RESOLUTION TO RESCIND THE JOINT DELEGATION OF AUTHORITY FOR COVID-19 RESPONSE.

RESOLUTION NO. 21-16

A RESOLUTION ACCEPTING A DONATION FROM SINCLAIR CASPER REFINING COMPANY AND AUTHORIZING A RELEASE, ACKNOWLEDGEMENT AND WAIVER BETWEEN THE CITY OF CASPER AND SINCLAIR CASPER REFINING COMPANY.

Councilmember Cathey presented the foregoing six (6) resolutions for adoption. Seconded by Councilmember Lutz. City Manager Napier provided a brief report. Councilmembers Johnson and Pollock voted nay on Resolution No. 21-10. Motion passed.

12. MINUTE ACTION— CONSENT

Moved by Councilmember Pollock, seconded by Councilmember Johnson, to, by consent minute action, acknowledge the receipt of financial disclosure information from City officials with public fund investment responsibility; and reappoint Mr. Bruce English to the Casper Public Utilities Advisory Board for a six-year term ending December 31, 2026. Motion passed.

13. INTRODUCTION OF MEASURES AND PROPOSALS

Councilmember Knell requested that Council discuss the limited visitation at Fort Caspar during the winter months at a future work session. Councilmembers also spoke on meetings and events they attended.

14. 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, February 9, 2021, in the Council Chambers; and, a regular Council meeting to be held at 6:00 p.m., Tuesday, February 16, 2021, in the Council Chambers.

At 7:31 p.m., it was moved Councilmember Knell, seconded by Councilmember Pollock, to adjourn into executive session to discuss land acquisition, and potential litigation. City Manager Napier indicated that personnel would not be discussed. Motion passed.

At 8:53 p.m., it was moved by Councilmember Cathey, seconded by Councilmember Lutz, to adjourn the executive session. Motion passed.

15. ADJOURNMENT

At 8:53 p.m., it was moved by Councilmember Cathey, seconded by Vice Mayor Pacheco, to adjourn the regular Council meeting. Motion passed.

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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Fleur Tremel  
City Clerk

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Steven K. Freel  
Mayor

# City of Casper - Bills and Claims for February 16, 2021

## 307 COLLISION

307 COLLISION	Fleet Maintenance Fund	Services	\$2,146.02
<i>307 COLLISION - Total For Fleet Maintenance Fund</i>			<i>\$2,146.02</i>
<b>307 COLLISION - ALL DEPARTMENTS</b>			<b>\$2,146.02</b>

## 71 CONSTRUCTION, INC

71 CONSTRUCTION, INC	Water Distribution	Fill sand	\$1,675.63
<i>71 CONSTRUCTION, INC - Total For Water Distribution</i>			<i>\$1,675.63</i>
<b>71 CONSTRUCTION, INC - ALL DEPARTMENTS</b>			<b>\$1,675.63</b>

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

A.M.B.I. & SHIPPING,	Balefill - Disposal & Landfill	Mail Services	\$4.27
<i>A.M.B.I. &amp; SHIPPING, - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$4.27</i>
A.M.B.I. & SHIPPING,	City Attorney	Mail services	\$45.87
<i>A.M.B.I. &amp; SHIPPING, - Total For City Attorney</i>			<i>\$45.87</i>
A.M.B.I. & SHIPPING,	Customer Service	Mail Service	\$448.74
<i>A.M.B.I. &amp; SHIPPING, - Total For Customer Service</i>			<i>\$448.74</i>
A.M.B.I. & SHIPPING,	Engineering	Mail services	\$12.10
<i>A.M.B.I. &amp; SHIPPING, - Total For Engineering</i>			<i>\$12.10</i>
A.M.B.I. & SHIPPING,	Fire-EMS Administration	Postage	\$5.97
<i>A.M.B.I. &amp; SHIPPING, - Total For Fire-EMS Administration</i>			<i>\$5.97</i>
A.M.B.I. & SHIPPING,	Human Resources	Mail Service	\$22.69
<i>A.M.B.I. &amp; SHIPPING, - Total For Human Resources</i>			<i>\$22.69</i>
A.M.B.I. & SHIPPING,	Municipal Court	Mail Services	\$108.61
<i>A.M.B.I. &amp; SHIPPING, - Total For Municipal Court</i>			<i>\$108.61</i>
A.M.B.I. & SHIPPING,	Parks - Urban Forestry	Postage	\$9.53
<i>A.M.B.I. &amp; SHIPPING, - Total For Parks - Urban Forestry</i>			<i>\$9.53</i>
A.M.B.I. & SHIPPING,	Police Records	Mail service	\$373.81
<i>A.M.B.I. &amp; SHIPPING, - Total For Police Records</i>			<i>\$373.81</i>
A.M.B.I. & SHIPPING,	Refuse - Residential	Mail Services	\$66.98
<i>A.M.B.I. &amp; SHIPPING, - Total For Refuse - Residential</i>			<i>\$66.98</i>

A.M.B.I. & SHIPPING,	Risk Management	Mail services	\$3.00
<i>A.M.B.I. &amp; SHIPPING, - Total For Risk Management</i>			<i>\$3.00</i>
<b>A.M.B.I. &amp; SHIPPING, - ALL DEPARTMENTS</b>			<b>\$1,101.57</b>

## AAKER SIGNS & DESIGN

AAKER SIGNS & DESIGN	Planning	Fabric Banners	\$1,317.60
<i>AAKER SIGNS &amp; DESIGN - Total For Planning</i>			<i>\$1,317.60</i>
<b>AAKER SIGNS &amp; DESIGN - ALL DEPARTMENTS</b>			<b>\$1,317.60</b>

## ADECCO USA, INC.

ADECCO USA, INC.	Balefill - Baler Processing	Temp labor	\$582.00
ADECCO USA, INC.	Balefill - Baler Processing	Temp services	\$582.00
<i>ADECCO USA, INC. - Total For Balefill - Baler Processing</i>			<i>\$1,164.00</i>
<b>ADECCO USA, INC. - ALL DEPARTMENTS</b>			<b>\$1,164.00</b>

## AHERN RENTALS INC

AHERN RENTALS INC	Balefill - Disposal & Landfill	Services	\$216.05
<i>AHERN RENTALS INC - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$216.05</i>
AHERN RENTALS INC	Refuse - Residential	Supplies	\$541.40
<i>AHERN RENTALS INC - Total For Refuse - Residential</i>			<i>\$541.40</i>
<b>AHERN RENTALS INC - ALL DEPARTMENTS</b>			<b>\$757.45</b>

## AIRGAS USA LLC

AIRGAS USA LLC	Balefill - Baler Processing	Wire	\$225.71
AIRGAS USA LLC	Balefill - Baler Processing	Supplies	\$301.80
<i>AIRGAS USA LLC - Total For Balefill - Baler Processing</i>			<i>\$527.51</i>
AIRGAS USA LLC	Refuse - Residential	Supplies	\$136.07
AIRGAS USA LLC	Refuse - Residential	Supplies	\$27.22
<i>AIRGAS USA LLC - Total For Refuse - Residential</i>			<i>\$163.29</i>
<b>AIRGAS USA LLC - ALL DEPARTMENTS</b>			<b>\$690.80</b>

## ALLIANCE ELECTRIC LL



ALLIANCE ELECTRIC LL	Balefill - Diversion & Special	Services	\$254.19
<i>ALLIANCE ELECTRIC LL - Total For Balefill - Diversion &amp; Special</i>			<i>\$254.19</i>
<b>ALLIANCE ELECTRIC LL - ALL DEPARTMENTS</b>			<b>\$254.19</b>

## ALPHA MEDICAL EQUIPM

ALPHA MEDICAL EQUIPM	Capital Projects Fund	Combicarrier II Stretcher (Scoop Stretcher	\$10,849.50
<i>ALPHA MEDICAL EQUIPM - Total For Capital Projects Fund</i>			<i>\$10,849.50</i>
<b>ALPHA MEDICAL EQUIPM - ALL DEPARTMENTS</b>			<b>\$10,849.50</b>

## ALSCO

ALSCO	Balefill - Baler Processing	Professional Laundry Services	\$104.48
ALSCO	Balefill - Baler Processing	Professional Laundry Services	\$104.48
<i>ALSCO - Total For Balefill - Baler Processing</i>			<i>\$208.96</i>
ALSCO	Balefill - Disposal & Landfill	Services	\$53.25
ALSCO	Balefill - Disposal & Landfill	Rug service	\$53.25
<i>ALSCO - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$106.50</i>
ALSCO	Refuse - Residential	Professional Laundry Services	\$85.56
ALSCO	Refuse - Residential	Professional Laundry Services	\$85.56
<i>ALSCO - Total For Refuse - Residential</i>			<i>\$171.12</i>
ALSCO	Streets	Professional Laundry Services	\$125.74
ALSCO	Streets	Professional Laundry Services	\$125.74
ALSCO	Streets	Professional Laundry Services	\$125.74
ALSCO	Streets	Professional Laundry Services	\$125.74
<i>ALSCO - Total For Streets</i>			<i>\$502.96</i>
ALSCO	WWTP Operations	Professional Laundry Services	\$154.78
ALSCO	WWTP Operations	Professional Laundry Services	\$154.78
ALSCO	WWTP Operations	Professional Laundry Services	\$139.64
ALSCO	WWTP Operations	Professional Laundry Services	\$154.78
<i>ALSCO - Total For WWTP Operations</i>			<i>\$603.98</i>
<b>ALSCO - ALL DEPARTMENTS</b>			<b>\$1,593.52</b>

## ALTITUDE RECYCLING E

ALTITUDE RECYCLING E	Balefill - Baler Processing	Services	\$1,995.00
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ALTITUDE RECYCLING E	Balefill - Baler Processing	Services	\$1,995.00
ALTITUDE RECYCLING E	Balefill - Baler Processing	Services	\$1,995.00
ALTITUDE RECYCLING E	Balefill - Baler Processing	Services	\$1,995.00
<i>ALTITUDE RECYCLING E - Total For Balefill - Baler Processing</i>			<i>\$7,980.00</i>
<b>ALTITUDE RECYCLING E - ALL DEPARTMENTS</b>			<b>\$7,980.00</b>

## AM SIGNAL, INC.

AM SIGNAL, INC.	Parks - Parks Maint.	Services	\$502.00
<i>AM SIGNAL, INC. - Total For Parks - Parks Maint.</i>			<i>\$502.00</i>
<b>AM SIGNAL, INC. - ALL DEPARTMENTS</b>			<b>\$502.00</b>

## AMERIGAS - CASPER

AMERIGAS - CASPER	Balefill - Disposal & Landfill	Forklift fuel	\$248.38
AMERIGAS - CASPER	Balefill - Disposal & Landfill	Propane	\$2,512.34
<i>AMERIGAS - CASPER - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$2,760.72</i>
AMERIGAS - CASPER	WWTP Operations	Propane for temp generators	\$997.69
AMERIGAS - CASPER	WWTP Operations	Propane for temp generators	\$1,343.77
AMERIGAS - CASPER	WWTP Operations	Propane for temp generators	\$2,372.63
AMERIGAS - CASPER	WWTP Operations	Propane for temp generators	\$6,562.44
AMERIGAS - CASPER	WWTP Operations	Propane for temp generators	\$1,122.64
<i>AMERIGAS - CASPER - Total For WWTP Operations</i>			<i>\$12,399.17</i>
<b>AMERIGAS - CASPER - ALL DEPARTMENTS</b>			<b>\$15,159.89</b>

## AMERI-TECH EQUIPMENT

AMERI-TECH EQUIPMENT	Refuse - Residential	Body lift cylinder	\$1,338.19
<i>AMERI-TECH EQUIPMENT - Total For Refuse - Residential</i>			<i>\$1,338.19</i>
<b>AMERI-TECH EQUIPMENT - ALL DEPARTMENTS</b>			<b>\$1,338.19</b>

## ARROWHEAD HEATING &

ARROWHEAD HEATING &	Balefill - Baler Processing	Services	\$198.70
<i>ARROWHEAD HEATING &amp; - Total For Balefill - Baler Processing</i>			<i>\$198.70</i>
ARROWHEAD HEATING &	Balefill - Disposal & Landfill	Services	\$180.00
ARROWHEAD HEATING &	Balefill - Disposal & Landfill	Services	\$121.70

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ARROWHEAD HEATING & - Total For Balefill - Disposal & Landfill \$301.70

**ARROWHEAD HEATING & - ALL DEPARTMENTS \$500.40**

### ATLAS OFFICE PRODUCT

ATLAS OFFICE PRODUCT	Balefill - Disposal & Landfill	Office Supplies	\$39.40
ATLAS OFFICE PRODUCT	Balefill - Disposal & Landfill	Office Supplies	\$230.23
ATLAS OFFICE PRODUCT	Balefill - Disposal & Landfill	Office Supplies	\$586.34
ATLAS OFFICE PRODUCT	Balefill - Disposal & Landfill	Office Supplies	\$131.34
ATLAS OFFICE PRODUCT	Balefill - Disposal & Landfill	Office Supplies	\$7.99
ATLAS OFFICE PRODUCT	Balefill - Disposal & Landfill	Office Supplies	\$206.37

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ATLAS OFFICE PRODUCT - Total For Balefill - Disposal & Landfill \$1,201.67

ATLAS OFFICE PRODUCT	Municipal Court	Office Supplies	\$27.19
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ATLAS OFFICE PRODUCT - Total For Municipal Court \$27.19

ATLAS OFFICE PRODUCT	Police Administration	Printer cartridge	\$227.25
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ATLAS OFFICE PRODUCT	Police Administration	Office Supplies	\$44.39
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ATLAS OFFICE PRODUCT	Police Administration	Standing desk	\$100.00
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ATLAS OFFICE PRODUCT	Police Administration	Office Supplies	\$738.24
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ATLAS OFFICE PRODUCT - Total For Police Administration \$1,109.88

**ATLAS OFFICE PRODUCT - ALL DEPARTMENTS \$2,338.74**

### AUTOMATION & ELECTRO

AUTOMATION & ELECTRO	Balefill - Disposal & Landfill	Services	\$1,124.80
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AUTOMATION & ELECTRO	Balefill - Disposal & Landfill	Services	\$317.00
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AUTOMATION & ELECTRO - Total For Balefill - Disposal & Landfill \$1,441.80

**AUTOMATION & ELECTRO - ALL DEPARTMENTS \$1,441.80**

### B & B SALES & SERVIC

B & B SALES & SERVIC	Balefill - Disposal & Landfill	Date stamp	\$23.50
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B & B SALES & SERVIC - Total For Balefill - Disposal & Landfill \$23.50

**B & B SALES & SERVIC - ALL DEPARTMENTS \$23.50**

### B&C PROPERTY CORE

B&C PROPERTY CORE	Property Insurance Fund	Claim 2020062, Fence	\$1,302.29
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<i>B&amp;C PROPERTY CORE - Total For Property Insurance Fund</i>			<i>\$1,302.29</i>
<b>B&amp;C PROPERTY CORE - ALL DEPARTMENTS</b>			<b>\$1,302.29</b>

## B32 ENGINEERING GROU

B32 ENGINEERING GROU	Capital Projects Fund	Gems S028975-CIA Chiller Repla	\$3,914.25
<i>B32 ENGINEERING GROU - Total For Capital Projects Fund</i>			<i>\$3,914.25</i>
<b>B32 ENGINEERING GROU - ALL DEPARTMENTS</b>			<b>\$3,914.25</b>

## BAILEY'S ACE HARDWAR

BAILEY'S ACE HARDWAR	Balefill - Baler Processing	Supplies	\$103.98
<i>BAILEY'S ACE HARDWAR - Total For Balefill - Baler Processing</i>			<i>\$103.98</i>
BAILEY'S ACE HARDWAR	Balefill - Disposal & Landfill	Supplies	\$115.73
<i>BAILEY'S ACE HARDWAR - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$115.73</i>
BAILEY'S ACE HARDWAR	Refuse - Recycling	Supplies	\$135.93
<i>BAILEY'S ACE HARDWAR - Total For Refuse - Recycling</i>			<i>\$135.93</i>
BAILEY'S ACE HARDWAR	Refuse - Residential	Supplies	\$12.58
BAILEY'S ACE HARDWAR	Refuse - Residential	Supplies	\$36.15
<i>BAILEY'S ACE HARDWAR - Total For Refuse - Residential</i>			<i>\$48.73</i>
<b>BAILEY'S ACE HARDWAR - ALL DEPARTMENTS</b>			<b>\$404.37</b>

## BAR-D SIGNS, INC.

BAR-D SIGNS, INC.	Balefill - Disposal & Landfill	Services	\$1,205.00
BAR-D SIGNS, INC.	Balefill - Disposal & Landfill	Furnish & Install sign	\$1,220.00
<i>BAR-D SIGNS, INC. - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$2,425.00</i>
<b>BAR-D SIGNS, INC. - ALL DEPARTMENTS</b>			<b>\$2,425.00</b>

## BLACK HILLS ENERGY

BLACK HILLS ENERGY	Regional Water Operations	7513 1659 94	\$6,218.03
<i>BLACK HILLS ENERGY - Total For Regional Water Operations</i>			<i>\$6,218.03</i>
<b>BLACK HILLS ENERGY - ALL DEPARTMENTS</b>			<b>\$6,218.03</b>

## BLOEDORN LUMBER

BLOEDORN LUMBER	Buildings & Structures Fund	Supplies	\$15.87
BLOEDORN LUMBER	Buildings & Structures Fund	Drill bit	\$6.29
BLOEDORN LUMBER	Buildings & Structures Fund	Supplies	\$15.57
BLOEDORN LUMBER	Buildings & Structures Fund	Supplies	\$39.58

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*BLOEDORN LUMBER - Total For Buildings & Structures Fund* \$77.31

**BLOEDORN LUMBER - ALL DEPARTMENTS** **\$77.31**

## CASELLE, INC.

CASELLE, INC.	Customer Service	Support for February 2021	\$75.00
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*CASELLE, INC. - Total For Customer Service* \$75.00

**CASELLE, INC. - ALL DEPARTMENTS** **\$75.00**

## CASPER FIRE EXTINGUI

CASPER FIRE EXTINGUI	Buildings & Structures Fund	City Hall Extinguisher certification	\$133.25
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*CASPER FIRE EXTINGUI - Total For Buildings & Structures Fund* \$133.25

**CASPER FIRE EXTINGUI - ALL DEPARTMENTS** **\$133.25**

## CASPER MTN SKI PATRO

CASPER MTN SKI PATRO	Social Community Services	Reimburse Ski Patrol for expenses	\$2,458.29
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*CASPER MTN SKI PATRO - Total For Social Community Services* \$2,458.29

**CASPER MTN SKI PATRO - ALL DEPARTMENTS** **\$2,458.29**

## CASPER MUNICIPAL BAN

CASPER MUNICIPAL BAN	Social Community Services	Tax Distribution	134,561.69
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*CASPER MUNICIPAL BAN - Total For Social Community Services* \$134,561.69

**CASPER MUNICIPAL BAN - ALL DEPARTMENTS** **\$134,561.69**

## CASPER SOCCER CLUB

CASPER SOCCER CLUB	Rec Center	Refund concession deposit from 2020 Season	\$500.00
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*CASPER SOCCER CLUB - Total For Rec Center* \$500.00

**CASPER SOCCER CLUB - ALL DEPARTMENTS** **\$500.00**

## CASPER STAR-TRIBUNE,

CASPER STAR-TRIBUNE,	Capital Projects Fund	20-040 east 2nd mill ad for bids	\$878.24
CASPER STAR-TRIBUNE,	Capital Projects Fund	Rec Center HVAC Final pay 19-049	\$232.60
<i>CASPER STAR-TRIBUNE, - Total For Capital Projects Fund</i>			<i>\$1,110.84</i>
CASPER STAR-TRIBUNE,	City Clerk	Council Minutes 01/19	\$868.35
<i>CASPER STAR-TRIBUNE, - Total For City Clerk</i>			<i>\$868.35</i>
CASPER STAR-TRIBUNE,	Planning	Notice Planning and Zoning	\$52.44
CASPER STAR-TRIBUNE,	Planning	Notice Planning and Zoning	\$87.36
CASPER STAR-TRIBUNE,	Planning	annexation East Robertson Rd Addition	\$1,085.20
CASPER STAR-TRIBUNE,	Planning	Notice	\$77.28
<i>CASPER STAR-TRIBUNE, - Total For Planning</i>			<i>\$1,302.28</i>
<b>CASPER STAR-TRIBUNE, - ALL DEPARTMENTS</b>			<b>\$3,281.47</b>

## CASPER TIRE

CASPER TIRE	Refuse - Commercial	Flat Repair	\$102.00
CASPER TIRE	Refuse - Commercial	Flat Repair	\$35.00
CASPER TIRE	Refuse - Commercial	Flat Repair	\$70.00
CASPER TIRE	Refuse - Commercial	Flat repair	\$35.00
<i>CASPER TIRE - Total For Refuse - Commercial</i>			<i>\$242.00</i>
CASPER TIRE	Refuse - Recycling	Flat Repair	\$35.00
<i>CASPER TIRE - Total For Refuse - Recycling</i>			<i>\$35.00</i>
CASPER TIRE	Refuse - Residential	Flat Repair	\$42.00
<i>CASPER TIRE - Total For Refuse - Residential</i>			<i>\$42.00</i>
<b>CASPER TIRE - ALL DEPARTMENTS</b>			<b>\$319.00</b>

## CENTRAL WY. REGIONAL

CENTRAL WY. REGIONAL	Water Administration	Jan 2021 Wholesale Water	287,771.86
<i>CENTRAL WY. REGIONAL - Total For Water Administration</i>			<i>\$287,771.86</i>
CENTRAL WY. REGIONAL	Water Revenue and Transfer	Jan 2021 System Investment Charges	\$9,345.00
<i>CENTRAL WY. REGIONAL - Total For Water Revenue and Transfers</i>			<i>\$9,345.00</i>
<b>CENTRAL WY. REGIONAL - ALL DEPARTMENTS</b>			<b>\$297,116.86</b>

## CENTURYLINK

CENTURYLINK	Aquatics - Operations	P-307-111-9950 456M	\$24.59
<i>CENTURYLINK - Total For Aquatics - Operations</i>			<i>\$24.59</i>
CENTURYLINK	Balefill - Disposal & Landfill	307-265-4035 606B	\$60.88
CENTURYLINK	Balefill - Disposal & Landfill	307-265-4035 606B	\$68.30
CENTURYLINK	Balefill - Disposal & Landfill	P-307-111-9950 456M	\$79.08
<i>CENTURYLINK - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$208.26</i>
CENTURYLINK	Buildings & Structures Fund	P-307-111-9950 456M	\$14.88
<i>CENTURYLINK - Total For Buildings &amp; Structures Fund</i>			<i>\$14.88</i>
CENTURYLINK	Cemetery	P-307-111-9950 456M	\$14.88
<i>CENTURYLINK - Total For Cemetery</i>			<i>\$14.88</i>
CENTURYLINK	City Attorney	P-307-111-9950 456M	\$54.34
<i>CENTURYLINK - Total For City Attorney</i>			<i>\$54.34</i>
CENTURYLINK	City Council	P-307-111-9950 456M	\$14.88
<i>CENTURYLINK - Total For City Council</i>			<i>\$14.88</i>
CENTURYLINK	City Hall	P-307-111-9950 456M	\$9.87
<i>CENTURYLINK - Total For City Hall</i>			<i>\$9.87</i>
CENTURYLINK	City Manager	P-307-111-9950 456M	\$34.61
<i>CENTURYLINK - Total For City Manager</i>			<i>\$34.61</i>
CENTURYLINK	Code Enforcement	P-307-111-9950 456M	\$69.22
<i>CENTURYLINK - Total For Code Enforcement</i>			<i>\$69.22</i>
CENTURYLINK	Customer Service	P-307-111-9950 456M	\$34.61
<i>CENTURYLINK - Total For Customer Service</i>			<i>\$34.61</i>
CENTURYLINK	Engineering	P-307-111-9950 456M	\$69.22
<i>CENTURYLINK - Total For Engineering</i>			<i>\$69.22</i>
CENTURYLINK	Finance	P-307-111-9950 456M	\$79.08
<i>CENTURYLINK - Total For Finance</i>			<i>\$79.08</i>
CENTURYLINK	Fire-EMS Administration	P-307-111-5104 106M	\$1,168.10
CENTURYLINK	Fire-EMS Administration	P-307-111-9950 456M	\$98.81
<i>CENTURYLINK - Total For Fire-EMS Administration</i>			<i>\$1,266.91</i>
CENTURYLINK	Fleet Maintenance Fund	P-307-111-9950 456M	\$64.21
<i>CENTURYLINK - Total For Fleet Maintenance Fund</i>			<i>\$64.21</i>
CENTURYLINK	Ft. Caspar Museum	P-307-111-9950 456M	\$14.88
<i>CENTURYLINK - Total For Ft. Caspar Museum</i>			<i>\$14.88</i>
CENTURYLINK	Golf - Operations	P-307-111-9950 456M	\$14.88
<i>CENTURYLINK - Total For Golf - Operations</i>			<i>\$14.88</i>
CENTURYLINK	Hogadon - Operations	P-307-111-9950 456M	\$49.33

<i>CENTURYLINK - Total For Hogadon - Operations</i>			\$49.33
CENTURYLINK	Human Resources	P-307-111-9950 456M	\$24.74
<i>CENTURYLINK - Total For Human Resources</i>			\$24.74
CENTURYLINK	Ice Arena - Operations	P-307-111-9950 456M	\$19.73
<i>CENTURYLINK - Total For Ice Arena - Operations</i>			\$19.73
CENTURYLINK	Information Services	P-307-111-9950 456M	\$79.08
<i>CENTURYLINK - Total For Information Services</i>			\$79.08
CENTURYLINK	Metro Animal Shelter	P-307-111-9950 456M	\$14.88
<i>CENTURYLINK - Total For Metro Animal Shelter</i>			\$14.88
CENTURYLINK	Municipal Court	P-307-111-9950 456M	\$54.34
<i>CENTURYLINK - Total For Municipal Court</i>			\$54.34
CENTURYLINK	Parks - Parks Maint.	P-307-111-9950 456M	\$54.34
<i>CENTURYLINK - Total For Parks - Parks Maint.</i>			\$54.34
CENTURYLINK	Planning	P-307-111-9950 456M	\$49.33
<i>CENTURYLINK - Total For Planning</i>			\$49.33
CENTURYLINK	Police Administration	P-307-111-9950 456M	\$306.15
CENTURYLINK	Police Administration	P-307-111-5103 060M	\$366.45
<i>CENTURYLINK - Total For Police Administration</i>			\$672.60
CENTURYLINK	Public Safety Communication	307-432-1300 572B	\$493.37
CENTURYLINK	Public Safety Communication	P-307-111-9950 456M	\$9.87
CENTURYLINK	Public Safety Communication	P-307-111-5107 160M	\$10,969.41
<i>CENTURYLINK - Total For Public Safety Communications</i>			\$11,472.65
CENTURYLINK	Rec Center - Operations	P-307-111-9950 456M	\$39.46
<i>CENTURYLINK - Total For Rec Center - Operations</i>			\$39.46
CENTURYLINK	Regional Water Operations	P-307-111-9950 456M	\$19.73
<i>CENTURYLINK - Total For Regional Water Operations</i>			\$19.73
CENTURYLINK	Risk Management	P-307-111-9950 456M	\$14.83
<i>CENTURYLINK - Total For Risk Management</i>			\$14.83
CENTURYLINK	Sewer Wastewater Collection	P-307-111-9950 456M	\$9.87
<i>CENTURYLINK - Total For Sewer Wastewater Collection</i>			\$9.87
CENTURYLINK	Streets	P-307-111-9950 456M	\$34.61
<i>CENTURYLINK - Total For Streets</i>			\$34.61
CENTURYLINK	Water Administration	P-307-111-9950 456M	\$19.73
<i>CENTURYLINK - Total For Water Administration</i>			\$19.73
CENTURYLINK	Water Distribution	P-307-111-9950 456M	\$14.88
<i>CENTURYLINK - Total For Water Distribution</i>			\$14.88



CENTURYLINK	Water Meters	P-307-111-9950 456M	\$29.44
<i>CENTURYLINK - Total For Water Meters</i>			<i>\$29.44</i>
CENTURYLINK	WWTP Operations	P-307-111-9950 456M	\$29.60
<i>CENTURYLINK - Total For WWTP Operations</i>			<i>\$29.60</i>
<b>CENTURYLINK - ALL DEPARTMENTS</b>			<b>\$14,692.49</b>

## CHRISTI S ASBE

CHRISTI S ASBE	Police Administration	Policy & Accreditation work	\$1,400.00
CHRISTI S ASBE	Police Administration	Policy & Accreditation Work	\$1,400.00
<i>CHRISTI S ASBE - Total For Police Administration</i>			<i>\$2,800.00</i>
<b>CHRISTI S ASBE - ALL DEPARTMENTS</b>			<b>\$2,800.00</b>

## CITY OF CASPER

CITY OF CASPER	Balefill - Disposal & Landfill	Street sweeping	\$2,266.00
<i>CITY OF CASPER - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$2,266.00</i>
CITY OF CASPER	CATC - CARES Act	January 2021 GIS Cares Act	\$14,097.01
CITY OF CASPER	CATC - CARES Act	Jan 2021 Fuel Charge Cares Act	\$10,965.34
<i>CITY OF CASPER - Total For CATC - CARES Act</i>			<i>\$25,062.35</i>
CITY OF CASPER	Hogadon - Operations	Services	\$18.55
CITY OF CASPER	Hogadon - Operations	Services	\$22.79
<i>CITY OF CASPER - Total For Hogadon - Operations</i>			<i>\$41.34</i>
CITY OF CASPER	Refuse - Residential	Services	\$321.71
CITY OF CASPER	Refuse - Residential	Services	\$359.87
CITY OF CASPER	Refuse - Residential	Services	\$5,875.03
CITY OF CASPER	Refuse - Residential	Services	\$5,131.44
CITY OF CASPER	Refuse - Residential	Services	\$6,173.93
CITY OF CASPER	Refuse - Residential	Services	\$291.50
CITY OF CASPER	Refuse - Residential	Services	\$5,311.62
CITY OF CASPER	Refuse - Residential	Services	\$4,578.12
CITY OF CASPER	Refuse - Residential	Services	\$5,308.97
CITY OF CASPER	Refuse - Residential	Services	\$5,689.02
CITY OF CASPER	Refuse - Residential	Services	\$5,851.69
CITY OF CASPER	Refuse - Residential	Services	\$5,957.18
CITY OF CASPER	Refuse - Residential	Services	\$6,015.46

CITY OF CASPER	Refuse - Residential	Services	\$6,259.28
<i>CITY OF CASPER - Total For Refuse - Residential</i>			<i>\$63,124.82</i>
CITY OF CASPER	Sewer Administration	201 Sewer	373,736.10
<i>CITY OF CASPER - Total For Sewer Administration</i>			<i>\$373,736.10</i>
CITY OF CASPER	Social Community Services	Services	\$426.80
<i>CITY OF CASPER - Total For Social Community Services</i>			<i>\$426.80</i>
CITY OF CASPER	WWTP Operations	Services	\$138.33
CITY OF CASPER	WWTP Operations	Services	\$127.20
CITY OF CASPER	WWTP Operations	Services	\$99.64
CITY OF CASPER	WWTP Operations	Services	\$125.08
<i>CITY OF CASPER - Total For WWTP Operations</i>			<i>\$490.25</i>
<b>CITY OF CASPER - ALL DEPARTMENTS</b>			<b>\$465,147.66</b>

## CMI TECO, INC.

CMI TECO, INC.	Refuse - Commercial	Repair 222273	\$12,153.66
CMI TECO, INC.	Refuse - Commercial	Repairs unit 222288	\$2,116.90
CMI TECO, INC.	Refuse - Commercial	Repairs unit 222272	\$453.58
CMI TECO, INC.	Refuse - Commercial	Repairs unit 222275	\$6,031.35
<i>CMI TECO, INC. - Total For Refuse - Commercial</i>			<i>\$20,755.49</i>
CMI TECO, INC.	Refuse - Recycling	Repairs unit 222261	\$2,003.65
<i>CMI TECO, INC. - Total For Refuse - Recycling</i>			<i>\$2,003.65</i>
CMI TECO, INC.	Refuse - Residential	Repair unit #222289	\$653.28
CMI TECO, INC.	Refuse - Residential	Repairs unit 222255	\$2,067.89
CMI TECO, INC.	Refuse - Residential	Repairs unit 222302	\$2,262.68
CMI TECO, INC.	Refuse - Residential	Repairs unit 222289	\$1,357.97
CMI TECO, INC.	Refuse - Residential	Repairs unit 222275	\$2,406.13
CMI TECO, INC.	Refuse - Residential	Repairs unit 222285	\$7,268.47
CMI TECO, INC.	Refuse - Residential	Repairs unit 222289	\$2,887.36
CMI TECO, INC.	Refuse - Residential	Repairs unit 222283	\$6,974.43
CMI TECO, INC.	Refuse - Residential	Repairs unit 222284	\$1,709.23
<i>CMI TECO, INC. - Total For Refuse - Residential</i>			<i>\$27,587.44</i>
<b>CMI TECO, INC. - ALL DEPARTMENTS</b>			<b>\$50,346.58</b>

## CONSOLIDATED ELECTRI

CONSOLIDATED ELECTRI	Balefill - Baler Processing	Supplies	\$243.77
CONSOLIDATED ELECTRI	Balefill - Baler Processing	Supplies	\$243.77
<i>CONSOLIDATED ELECTRI - Total For Balefill - Baler Processing</i>			<i>\$487.54</i>
<b>CONSOLIDATED ELECTRI - ALL DEPARTMENTS</b>			<b>\$487.54</b>

## CONVERGEONE

CONVERGEONE	Information Services	Synapps alerting maintenance	\$2,865.72
<i>CONVERGEONE - Total For Information Services</i>			<i>\$2,865.72</i>
<b>CONVERGEONE - ALL DEPARTMENTS</b>			<b>\$2,865.72</b>

## CPU IIT

CPU IIT	Parks - Parks Maint.	Technology Items (computers, software, and ne	\$889.00
<i>CPU IIT - Total For Parks - Parks Maint.</i>			<i>\$889.00</i>
CPU IIT	Police Investigations	headsets for detectives	\$672.00
<i>CPU IIT - Total For Police Investigations</i>			<i>\$672.00</i>
<b>CPU IIT - ALL DEPARTMENTS</b>			<b>\$1,561.00</b>

## DAVIDSON FIXED INCOM

DAVIDSON FIXED INCOM	Weed & Pest Fund	Management Fees January 2021	\$4,044.64
<i>DAVIDSON FIXED INCOM - Total For Weed &amp; Pest Fund</i>			<i>\$4,044.64</i>
<b>DAVIDSON FIXED INCOM - ALL DEPARTMENTS</b>			<b>\$4,044.64</b>

## DAVIDSON MECHANICAL,

DAVIDSON MECHANICAL,	Capital Projects Fund	Event Center Repairs	\$764.70
DAVIDSON MECHANICAL,	Capital Projects Fund	Events Center Repairs	\$1,401.30
<i>DAVIDSON MECHANICAL, - Total For Capital Projects Fund</i>			<i>\$2,166.00</i>
<b>DAVIDSON MECHANICAL, - ALL DEPARTMENTS</b>			<b>\$2,166.00</b>

## DECKER AUTO GLASS, I

DECKER AUTO GLASS, I	Fleet Maintenance Fund		\$360.29
DECKER AUTO GLASS, I	Fleet Maintenance Fund	Install Glass	\$95.00
<i>DECKER AUTO GLASS, I - Total For Fleet Maintenance Fund</i>			<i>\$455.29</i>

**DECKER AUTO GLASS, I - ALL DEPARTMENTS****\$455.29****DELL MARKETING LP**

DELL MARKETING LP	Capital Projects Fund	SQL License	\$7,313.70
<i>DELL MARKETING LP - Total For Capital Projects Fund</i>			<i>\$7,313.70</i>
DELL MARKETING LP	Parks - Parks Maint.	Add Microsoft Office to War Room Computer	\$380.08
DELL MARKETING LP	Parks - Parks Maint.	adobe software for Beth Address	\$203.69
<i>DELL MARKETING LP - Total For Parks - Parks Maint.</i>			<i>\$583.77</i>
DELL MARKETING LP	Refuse - Residential	adobe software for Beth Address	\$203.67
<i>DELL MARKETING LP - Total For Refuse - Residential</i>			<i>\$203.67</i>
DELL MARKETING LP	Sewer Stormwater	adobe software for Beth Address	\$203.67
<i>DELL MARKETING LP - Total For Sewer Stormwater</i>			<i>\$203.67</i>
DELL MARKETING LP	Sewer Wastewater Collection	Laptop, docking station, and software	\$380.08
<i>DELL MARKETING LP - Total For Sewer Wastewater Collection</i>			<i>\$380.08</i>

**DELL MARKETING LP - ALL DEPARTMENTS****\$8,684.89****DENNIS SUPPLY CO.**

DENNIS SUPPLY CO.	Buildings & Structures Fund	Senior Center Air filters	\$171.06
DENNIS SUPPLY CO.	Buildings & Structures Fund	Air filter	\$142.20
<i>DENNIS SUPPLY CO. - Total For Buildings &amp; Structures Fund</i>			<i>\$313.26</i>

**DENNIS SUPPLY CO. - ALL DEPARTMENTS****\$313.26****DIAMOND VOGEL PAINTS**

DIAMOND VOGEL PAINTS	Buildings & Structures Fund	Misc. supplies	\$116.98
DIAMOND VOGEL PAINTS	Buildings & Structures Fund	Paint	\$61.65
<i>DIAMOND VOGEL PAINTS - Total For Buildings &amp; Structures Fund</i>			<i>\$178.63</i>
DIAMOND VOGEL PAINTS	Ft. Caspar Museum	Paint supplies	\$21.80
<i>DIAMOND VOGEL PAINTS - Total For Ft. Caspar Museum</i>			<i>\$21.80</i>

**DIAMOND VOGEL PAINTS - ALL DEPARTMENTS****\$200.43****DOOLEY OIL, INC.**

DOOLEY OIL, INC.	Fleet Maintenance Fund	Fuel	\$16,545.14
<i>DOOLEY OIL, INC. - Total For Fleet Maintenance Fund</i>			<i>\$16,545.14</i>

**DOOLEY OIL, INC. - ALL DEPARTMENTS****\$16,545.14****EATON SALES & SVC.,**

EATON SALES & SVC.,	Balefill - Disposal & Landfill	Repairs	\$1,292.18
<i>EATON SALES &amp; SVC., - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$1,292.18</i>

**EATON SALES & SVC., - ALL DEPARTMENTS****\$1,292.18****EDGE ENGINEERING GRO**

EDGE ENGINEERING GRO	Balefill - Disposal & Landfill	QED Invoice for closed balefill	\$805.45
<i>EDGE ENGINEERING GRO - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$805.45</i>

**EDGE ENGINEERING GRO - ALL DEPARTMENTS****\$805.45****EMERGENCY MEDICAL DI**

EMERGENCY MEDICAL DI	Fire-EMS Administration	Dr. Selde Medical Director Con	\$899.40
<i>EMERGENCY MEDICAL DI - Total For Fire-EMS Administration</i>			<i>\$899.40</i>

**EMERGENCY MEDICAL DI - ALL DEPARTMENTS****\$899.40****EMPLOYEE REIMBURSEME**

EMPLOYEE REIMBURSEME	Balefill - Disposal & Landfill	Winter clothing reimbursement	\$150.00
EMPLOYEE REIMBURSEME	Balefill - Disposal & Landfill	Clothing reimbursement	\$118.98
EMPLOYEE REIMBURSEME	Balefill - Disposal & Landfill	Clothing/Boot reimbursement	\$286.49
<i>EMPLOYEE REIMBURSEME - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$555.47</i>

EMPLOYEE REIMBURSEME	Fleet Maintenance Fund	Boot Reimbursement	\$150.00
EMPLOYEE REIMBURSEME	Fleet Maintenance Fund	Reimburse fuel in 20208 sweeper	\$15.00
EMPLOYEE REIMBURSEME	Fleet Maintenance Fund	Tool Reimbursement	\$194.15
<i>EMPLOYEE REIMBURSEME - Total For Fleet Maintenance Fund</i>			<i>\$359.15</i>

EMPLOYEE REIMBURSEME	Police Administration	Clothing Reimbursement	\$44.10
EMPLOYEE REIMBURSEME	Police Administration	Clothing reimbursement	\$274.13
<i>EMPLOYEE REIMBURSEME - Total For Police Administration</i>			<i>\$318.23</i>

EMPLOYEE REIMBURSEME	Police Career Services	Reimburse flashlight purchase	\$25.19
<i>EMPLOYEE REIMBURSEME - Total For Police Career Services</i>			<i>\$25.19</i>

EMPLOYEE REIMBURSEME	Regional Water Operations	Boot Reimbursement	\$150.00
<i>EMPLOYEE REIMBURSEME - Total For Regional Water Operations</i>			<i>\$150.00</i>

EMPLOYEE REIMBURSEME	Streets	Boot Reimbursement	\$143.99
EMPLOYEE REIMBURSEME	Streets	Boot Reimbursemen	\$150.00
<i>EMPLOYEE REIMBURSEME - Total For Streets</i>			<i>\$293.99</i>
EMPLOYEE REIMBURSEME	Water Distribution	Clothing reimbursement	\$89.15
<i>EMPLOYEE REIMBURSEME - Total For Water Distribution</i>			<i>\$89.15</i>
EMPLOYEE REIMBURSEME	Water Meters	Training reimbursement	\$100.00
<i>EMPLOYEE REIMBURSEME - Total For Water Meters</i>			<i>\$100.00</i>
<b>EMPLOYEE REIMBURSEME - ALL DEPARTMENTS</b>			<b>\$1,891.18</b>

## ENERGY LABRATORIES I

ENERGY LABRATORIES I	Water Tanks	Testing	\$308.00
ENERGY LABRATORIES I	Water Tanks	Testing	\$374.00
<i>ENERGY LABRATORIES I - Total For Water Tanks</i>			<i>\$682.00</i>
<b>ENERGY LABRATORIES I - ALL DEPARTMENTS</b>			<b>\$682.00</b>

## ENVIRONMENTAL & CIVI

ENVIRONMENTAL & CIVI	Metropolitan Planning Org	Chamberlain Road PEL Study	\$9,340.60
<i>ENVIRONMENTAL &amp; CIVI - Total For Metropolitan Planning Org</i>			<i>\$9,340.60</i>
<b>ENVIRONMENTAL &amp; CIVI - ALL DEPARTMENTS</b>			<b>\$9,340.60</b>

## FERGUSON ENTERPRISES

FERGUSON ENTERPRISES	Buildings & Structures Fund	Supplies	\$105.45
<i>FERGUSON ENTERPRISES - Total For Buildings &amp; Structures Fund</i>			<i>\$105.45</i>
FERGUSON ENTERPRISES	Refuse - Residential	Supplies	\$84.48
<i>FERGUSON ENTERPRISES - Total For Refuse - Residential</i>			<i>\$84.48</i>
<b>FERGUSON ENTERPRISES - ALL DEPARTMENTS</b>			<b>\$189.93</b>

## FIRST INTERSTATE BAN

FIRST INTERSTATE BAN	Customer Service	Deposit tickets	\$471.34
<i>FIRST INTERSTATE BAN - Total For Customer Service</i>			<i>\$471.34</i>
FIRST INTERSTATE BAN	Finance	November 2020 services	\$3,224.94
FIRST INTERSTATE BAN	Finance	Services for September 2020	\$3,377.02
FIRST INTERSTATE BAN	Finance	Services October 2020	\$5,089.27

FIRST INTERSTATE BAN	Finance	Service for December 2020	\$3,816.02
<i>FIRST INTERSTATE BAN - Total For Finance</i>			<i>\$15,507.25</i>
<b>FIRST INTERSTATE BAN - ALL DEPARTMENTS</b>			<b>\$15,978.59</b>

## FOREMAN'S QUALITY MA

FOREMAN'S QUALITY MA	Balefill - Baler Processing	Services	\$1,824.66
<i>FOREMAN'S QUALITY MA - Total For Balefill - Baler Processing</i>			<i>\$1,824.66</i>
<b>FOREMAN'S QUALITY MA - ALL DEPARTMENTS</b>			<b>\$1,824.66</b>

## GALLS, INC.

GALLS, INC.	Police Career Services	Boots	\$157.46
GALLS, INC.	Police Career Services	Uniforms	\$143.96
GALLS, INC.	Police Career Services	Uniforms	\$49.50
GALLS, INC.	Police Career Services	Boots	\$135.00
GALLS, INC.	Police Career Services	Boots	\$162.96
<i>GALLS, INC. - Total For Police Career Services</i>			<i>\$648.88</i>
<b>GALLS, INC. - ALL DEPARTMENTS</b>			<b>\$648.88</b>

## G-C BUILDING SUPPLY

G-C BUILDING SUPPLY	Refuse - Commercial	Services	\$920.51
<i>G-C BUILDING SUPPLY - Total For Refuse - Commercial</i>			<i>\$920.51</i>
G-C BUILDING SUPPLY	Refuse - Residential	Services	\$920.51
<i>G-C BUILDING SUPPLY - Total For Refuse - Residential</i>			<i>\$920.51</i>
<b>G-C BUILDING SUPPLY - ALL DEPARTMENTS</b>			<b>\$1,841.02</b>

## GOLDER ASSOCIATES

GOLDER ASSOCIATES	Balefill - Disposal & Landfill	Phase 2 design limit of waste	\$6,103.75
GOLDER ASSOCIATES	Balefill - Disposal & Landfill	Gems S028770-5-Year Closed Bal	\$1,994.39
<i>GOLDER ASSOCIATES - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$8,098.14</i>
<b>GOLDER ASSOCIATES - ALL DEPARTMENTS</b>			<b>\$8,098.14</b>

## GRAINGER, INC.

GRAINGER, INC.	Balefill - Diversion & Special	Supplies	\$191.34
GRAINGER, INC.	Balefill - Diversion & Special	Supplies	\$61.06
<i>GRAINGER, INC. - Total For Balefill - Diversion &amp; Special</i>			<i>\$252.40</i>
GRAINGER, INC.	Buildings & Structures Fund	Supplies	\$44.66
<i>GRAINGER, INC. - Total For Buildings &amp; Structures Fund</i>			<i>\$44.66</i>
<b>GRAINGER, INC. - ALL DEPARTMENTS</b>			<b>\$297.06</b>

## GUDAHL WILLIAMS INVE

GUDAHL WILLIAMS INVE	Fire-EMS Training	Polygraphs	\$500.00
<i>GUDAHL WILLIAMS INVE - Total For Fire-EMS Training</i>			<i>\$500.00</i>
GUDAHL WILLIAMS INVE	Police Career Services	Polygraph	\$250.00
<i>GUDAHL WILLIAMS INVE - Total For Police Career Services</i>			<i>\$250.00</i>
<b>GUDAHL WILLIAMS INVE - ALL DEPARTMENTS</b>			<b>\$750.00</b>

## HDR ENGINEERING, INC

HDR ENGINEERING, INC	Metropolitan Planning Org	Public Participation Plan	\$7,847.74
<i>HDR ENGINEERING, INC - Total For Metropolitan Planning Org</i>			<i>\$7,847.74</i>
HDR ENGINEERING, INC	Sewer Wastewater Collection	Risk and Resilience Assessment	\$1,507.40
<i>HDR ENGINEERING, INC - Total For Sewer Wastewater Collection</i>			<i>\$1,507.40</i>
HDR ENGINEERING, INC	Water Distribution	Risk and Resilience Assessment	\$20,079.75
<i>HDR ENGINEERING, INC - Total For Water Distribution</i>			<i>\$20,079.75</i>
<b>HDR ENGINEERING, INC - ALL DEPARTMENTS</b>			<b>\$29,434.89</b>

## HOMAX OIL SALES, INC

HOMAX OIL SALES, INC	Fleet Maintenance Fund	Fuel	\$16,571.18
<i>HOMAX OIL SALES, INC - Total For Fleet Maintenance Fund</i>			<i>\$16,571.18</i>
HOMAX OIL SALES, INC	Water Distribution	Fuel	\$2,840.42
<i>HOMAX OIL SALES, INC - Total For Water Distribution</i>			<i>\$2,840.42</i>
<b>HOMAX OIL SALES, INC - ALL DEPARTMENTS</b>			<b>\$19,411.60</b>

## HYDRO OPTIMIZATION &

HYDRO OPTIMIZATION &	Regional Water Operations	Scada system	\$200.00
<i>HYDRO OPTIMIZATION &amp; - Total For Regional Water Operations</i>			<i>\$200.00</i>



**HYDRO OPTIMIZATION & - ALL DEPARTMENTS** **\$200.00**

**INBERG-MILLER ENGINE**

INBERG-MILLER ENGINE      Capital Projects Fund      N. Park Mill and Overlay 20-042      \$2,700.00

*INBERG-MILLER ENGINE - Total For Capital Projects Fund* *\$2,700.00*

**INBERG-MILLER ENGINE - ALL DEPARTMENTS** **\$2,700.00**

**JACK'S TRUCK & EQUIP**

JACK'S TRUCK & EQUIP      Fleet Maintenance Fund      Repairs      \$813.23

*JACK'S TRUCK & EQUIP - Total For Fleet Maintenance Fund* *\$813.23*

**JACK'S TRUCK & EQUIP - ALL DEPARTMENTS** **\$813.23**

**JOHNNY APPLESEED, IN**

JOHNNY APPLESEED, IN      Property Insurance Fund      Replace tree - claim #2964CA      \$1,175.00

JOHNNY APPLESEED, IN      Property Insurance Fund      Replace blue spruce - claim #2974CA      \$825.00

*JOHNNY APPLESEED, IN - Total For Property Insurance Fund* *\$2,000.00*

**JOHNNY APPLESEED, IN - ALL DEPARTMENTS** **\$2,000.00**

**KUBWATER RESOURCES,**

KUBWATER RESOURCES,      WWTP Operations      Polymer for watering      \$5,618.85

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

**KUBWATER RESOURCES, - ALL DEPARTMENTS** **\$5,618.85**

**LISA'S SPIC N SPAN**

LISA'S SPIC N SPAN      Balefill - Disposal & Landfill      Janitorial Services      \$395.00

LISA'S SPIC N SPAN      Balefill - Disposal & Landfill      Cleaning services      \$440.00

LISA'S SPIC N SPAN      Balefill - Disposal & Landfill      Services      \$440.00

LISA'S SPIC N SPAN      Balefill - Disposal & Landfill      Laundry      \$45.00

*LISA'S SPIC N SPAN - Total For Balefill - Disposal & Landfill* *\$1,320.00*

**LISA'S SPIC N SPAN - ALL DEPARTMENTS** **\$1,320.00**

## LONG BUILDING TECHNO

LONG BUILDING TECHNO	Regional Water Operations	HVAC maintenance agreement	\$2,885.00
<i>LONG BUILDING TECHNO - Total For Regional Water Operations</i>			<i>\$2,885.00</i>
<b>LONG BUILDING TECHNO - ALL DEPARTMENTS</b>			<b>\$2,885.00</b>

## MOORE & ASSOCIATES I

MOORE & ASSOCIATES I	Metropolitan Planning Org	Transit Development Plan	\$23,856.64
<i>MOORE &amp; ASSOCIATES I - Total For Metropolitan Planning Org</i>			<i>\$23,856.64</i>
<b>MOORE &amp; ASSOCIATES I - ALL DEPARTMENTS</b>			<b>\$23,856.64</b>

## MOTOROLA SOLUTIONS

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

## MOUNTAIN STATES PIPE

MOUNTAIN STATES PIPE	Water Meters	Meters & ERTS	\$3,645.00
MOUNTAIN STATES PIPE	Water Meters	Meters & ERTS	\$2,101.97
MOUNTAIN STATES PIPE	Water Meters	Meters & ERTS	\$4,102.24
<i>MOUNTAIN STATES PIPE - Total For Water Meters</i>			<i>\$9,849.21</i>
<b>MOUNTAIN STATES PIPE - ALL DEPARTMENTS</b>			<b>\$9,849.21</b>

## NAPA AUTO PARTS CORP

NAPA AUTO PARTS CORP	City Council	Supplies	\$464.84
<i>NAPA AUTO PARTS CORP - Total For City Council</i>			<i>\$464.84</i>
NAPA AUTO PARTS CORP	Fleet Maintenance Fund	Supplies	\$56,373.73
NAPA AUTO PARTS CORP	Fleet Maintenance Fund	Supplies	\$11,979.00
NAPA AUTO PARTS CORP	Fleet Maintenance Fund	Supplies	\$221.73
NAPA AUTO PARTS CORP	Fleet Maintenance Fund	Supplies	\$1,160.39
<i>NAPA AUTO PARTS CORP - Total For Fleet Maintenance Fund</i>			<i>\$69,734.85</i>
<b>NAPA AUTO PARTS CORP - ALL DEPARTMENTS</b>			<b>\$70,199.69</b>

## NATRONA COUNTY OFFIC

NATRONA COUNTY OFFIC	Social Community Services	Tax Revenues Jan 2021	\$42,750.00
<i>NATRONA COUNTY OFFIC - Total For Social Community Services</i>			<i>\$42,750.00</i>
NATRONA COUNTY OFFIC	Weed & Pest Fund	Mosquito Matching Fund - City of Casper	\$65,000.00
<i>NATRONA COUNTY OFFIC - Total For Weed &amp; Pest Fund</i>			<i>\$65,000.00</i>
<b>NATRONA COUNTY OFFIC - ALL DEPARTMENTS</b>			<b>\$107,750.00</b>

## NORCO, INC.

NORCO, INC.	Balefill - Disposal & Landfill	Supplies	\$265.15
<i>NORCO, INC. - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$265.15</i>
NORCO, INC.	Buildings & Structures Fund	Misc. Filters	\$159.26
<i>NORCO, INC. - Total For Buildings &amp; Structures Fund</i>			<i>\$159.26</i>
<b>NORCO, INC. - ALL DEPARTMENTS</b>			<b>\$424.41</b>

## NORDIC SOUND INCORPO

NORDIC SOUND INCORPO	Capital Projects Fund	Council Chambers AV Upgrades	\$999.00
<i>NORDIC SOUND INCORPO - Total For Capital Projects Fund</i>			<i>\$999.00</i>
<b>NORDIC SOUND INCORPO - ALL DEPARTMENTS</b>			<b>\$999.00</b>

## NORTHWEST CONTRACTOR

NORTHWEST CONTRACTOR	Refuse - Recycling	Supplies	\$164.24
<i>NORTHWEST CONTRACTOR - Total For Refuse - Recycling</i>			<i>\$164.24</i>
<b>NORTHWEST CONTRACTOR - ALL DEPARTMENTS</b>			<b>\$164.24</b>

## OLSON AUTOBODY & COL

OLSON AUTOBODY & COL	Fleet Maintenance Fund	Claim no. 2020055	\$1,569.96
<i>OLSON AUTOBODY &amp; COL - Total For Fleet Maintenance Fund</i>			<i>\$1,569.96</i>
<b>OLSON AUTOBODY &amp; COL - ALL DEPARTMENTS</b>			<b>\$1,569.96</b>

## ONE CALL OF WY.

ONE CALL OF WY.	Sewer Wastewater Collection Jan 2021 Tickets		\$156.04
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<i>ONE CALL OF WY. - Total For Sewer Wastewater Collection</i>			\$156.04
ONE CALL OF WY.	Traffic Control	January Tickets	\$92.50
<i>ONE CALL OF WY. - Total For Traffic Control</i>			\$92.50
ONE CALL OF WY.	Water Distribution	Jan 2021 Tickets	\$190.71
<i>ONE CALL OF WY. - Total For Water Distribution</i>			\$190.71
<b>ONE CALL OF WY. - ALL DEPARTMENTS</b>			<b>\$439.25</b>

## PCN STRATEGIES INC

PCN STRATEGIES INC	Capital Projects Fund	Gtac	\$69.15
PCN STRATEGIES INC	Capital Projects Fund	8 Getac computers, 3 BWC	\$596.12
<i>PCN STRATEGIES INC - Total For Capital Projects Fund</i>			\$665.27
<b>PCN STRATEGIES INC - ALL DEPARTMENTS</b>			<b>\$665.27</b>

## PEAK GEOSOLUTIONS/ S

PEAK GEOSOLUTIONS/ S	Balefill - Disposal & Landfill	GemsS028749-OP/Mnt/mon srvcs g	\$16,329.21
<i>PEAK GEOSOLUTIONS/ S - Total For Balefill - Disposal &amp; Landfill</i>			\$16,329.21
<b>PEAK GEOSOLUTIONS/ S - ALL DEPARTMENTS</b>			<b>\$16,329.21</b>

## PEDEN'S INC

PEDEN'S INC	Police Career Services	Shirts	\$1,800.00
<i>PEDEN'S INC - Total For Police Career Services</i>			\$1,800.00
PEDEN'S INC	Refuse - Residential	Shirts	\$62.50
<i>PEDEN'S INC - Total For Refuse - Residential</i>			\$62.50
<b>PEDEN'S INC - ALL DEPARTMENTS</b>			<b>\$1,862.50</b>

## PRINTER PROS

PRINTER PROS	Rec Center - Admin	Hp Laserjet printer	\$415.00
<i>PRINTER PROS - Total For Rec Center - Admin</i>			\$415.00
<b>PRINTER PROS - ALL DEPARTMENTS</b>			<b>\$415.00</b>

## PROFESSIONAL CLEANIN

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

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

## RICOH USA INC

RICOH USA INC Code Enforcement Jan. Copier charge \$22.74

RICOH USA INC - Total For Code Enforcement \$22.74

RICOH USA INC Metropolitan Planning Org Services \$276.00

RICOH USA INC - Total For Metropolitan Planning Org \$276.00

**RICOH USA INC - ALL DEPARTMENTS \$298.74**

## ROCKY MOUNTAIN POWER

ROCKY MOUNTAIN POWER WWTP Operations 54730761-004 8 \$207.88

ROCKY MOUNTAIN POWER - Total For WWTP Operations \$207.88

**ROCKY MOUNTAIN POWER - ALL DEPARTMENTS \$207.88**

## Rooter

Rooter Buildings & Structures Fund Station #2 \$479.00

Rooter - Total For Buildings & Structures Fund \$479.00

Rooter Parks - Parks Maint. Portable Toilets \$315.88

Rooter Parks - Parks Maint. Portable toilets \$216.44

Rooter Parks - Parks Maint. Provide/Install/Service Rented \$315.88

Rooter - Total For Parks - Parks Maint. \$848.20

**Rooter - ALL DEPARTMENTS \$1,327.20**

## S & M ELECTRIC

S & M ELECTRIC Balefill - Disposal & Landfill COMPLETEELECTRICAL WORK IN THE MAINTEN \$2,862.41

S & M ELECTRIC Balefill - Disposal & Landfill Electrical work \$2,862.41

S & M ELECTRIC - Total For Balefill - Disposal & Landfill \$5,724.82

**S & M ELECTRIC - ALL DEPARTMENTS \$5,724.82**

## SHAMROCK ENVIRONMENT

SHAMROCK ENVIRONMENT Capital Projects Fund NPRR First Street Reach Constr 553,314.30

<i>SHAMROCK ENVIRONMENT - Total For Capital Projects Fund</i>			<i>\$553,314.30</i>
<b>SHAMROCK ENVIRONMENT - ALL DEPARTMENTS</b>			<b>\$553,314.30</b>

## SHEET METAL SPECIALT

SHEET METAL SPECIALT	Capital Projects Fund	Metro Kennel AC Construction	\$17,630.00
<i>SHEET METAL SPECIALT - Total For Capital Projects Fund</i>			<i>\$17,630.00</i>
<b>SHEET METAL SPECIALT - ALL DEPARTMENTS</b>			<b>\$17,630.00</b>

## SHERWIN-WILLIAMS COR

SHERWIN-WILLIAMS COR	Balefill - Baler Processing	Paint	\$148.95
<i>SHERWIN-WILLIAMS COR - Total For Balefill - Baler Processing</i>			<i>\$148.95</i>
SHERWIN-WILLIAMS COR	Buildings & Structures Fund	Sponge	\$17.29
SHERWIN-WILLIAMS COR	Buildings & Structures Fund	Bags, tape	\$26.50
<i>SHERWIN-WILLIAMS COR - Total For Buildings &amp; Structures Fund</i>			<i>\$43.79</i>
<b>SHERWIN-WILLIAMS COR - ALL DEPARTMENTS</b>			<b>\$192.74</b>

## SHOSHONE DISTRIBUTIN

SHOSHONE DISTRIBUTIN	General Fund Revenue	Postcards, dioramas	\$528.00
<i>SHOSHONE DISTRIBUTIN - Total For General Fund Revenue</i>			<i>\$528.00</i>
<b>SHOSHONE DISTRIBUTIN - ALL DEPARTMENTS</b>			<b>\$528.00</b>

## SMARSH, INC

SMARSH, INC	Information Services	Email Archiving	\$1,863.00
<i>SMARSH, INC - Total For Information Services</i>			<i>\$1,863.00</i>
<b>SMARSH, INC - ALL DEPARTMENTS</b>			<b>\$1,863.00</b>

## SOFT DR INC

SOFT DR INC	Balefill - Disposal & Landfill	Services	\$70.00
<i>SOFT DR INC - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$70.00</i>
SOFT DR INC	Municipal Court	Services - Municipal Court	\$43.50
<i>SOFT DR INC - Total For Municipal Court</i>			<i>\$43.50</i>

**SOFT DR INC - ALL DEPARTMENTS****\$113.50****SPRECHER ELECTRIC IN**

SPRECHER ELECTRIC IN	Buildings & Structures Fund	Services	\$21.28
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<i>SPRECHER ELECTRIC IN - Total For Buildings &amp; Structures Fund</i>			\$21.28
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**SPRECHER ELECTRIC IN - ALL DEPARTMENTS****\$21.28****STATE OF WY.**

STATE OF WY.	Balefill - Disposal & Landfill	Renew license #14415	\$40.00
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<i>STATE OF WY. - Total For Balefill - Disposal &amp; Landfill</i>			\$40.00
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STATE OF WY.	Health Insurance Fund	Retiree Subsidy	\$15,682.99
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<i>STATE OF WY. - Total For Health Insurance Fund</i>			\$15,682.99
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**STATE OF WY. - ALL DEPARTMENTS****\$15,722.99****STEPHEN D LIME**

STEPHEN D LIME	Water Distribution	Services	\$25.00
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<i>STEPHEN D LIME - Total For Water Distribution</i>			\$25.00
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**STEPHEN D LIME - ALL DEPARTMENTS****\$25.00****SUMMIT ELECTRIC LLC.**

SUMMIT ELECTRIC LLC.	Buildings & Structures Fund	Services	\$940.93
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SUMMIT ELECTRIC LLC.	Buildings & Structures Fund	Work done at golf course	\$731.89
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SUMMIT ELECTRIC LLC.	Buildings & Structures Fund	Services	\$1,072.94
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<i>SUMMIT ELECTRIC LLC. - Total For Buildings &amp; Structures Fund</i>			\$2,745.76
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SUMMIT ELECTRIC LLC.	Ft. Caspar Museum	Services	\$345.45
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<i>SUMMIT ELECTRIC LLC. - Total For Ft. Caspar Museum</i>			\$345.45
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**SUMMIT ELECTRIC LLC. - ALL DEPARTMENTS****\$3,091.21****THE ACTIVE NETWORK**

THE ACTIVE NETWORK	Parks - Parks Maint.	Technology Items (computers, software, and ne	\$437.00
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<i>THE ACTIVE NETWORK - Total For Parks - Parks Maint.</i>			\$437.00
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**THE ACTIVE NETWORK - ALL DEPARTMENTS** **\$437.00**

### THREE TRAILS ASSESSM

THREE TRAILS ASSESSM	Health Insurance Fund	Membership	\$29,636.00
<i>THREE TRAILS ASSESSM - Total For Health Insurance Fund</i>			<i>\$29,636.00</i>

**THREE TRAILS ASSESSM - ALL DEPARTMENTS** **\$29,636.00**

### Thyssenkrupp

Thyssenkrupp	Buildings & Structures Fund	Maintenance and Monitoring	\$4,891.40
Thyssenkrupp	Buildings & Structures Fund	Maintenance	\$1,983.00
<i>Thyssenkrupp - Total For Buildings &amp; Structures Fund</i>			<i>\$6,874.40</i>

**Thyssenkrupp - ALL DEPARTMENTS** **\$6,874.40**

### TOP OFFICE PRODUCTS

TOP OFFICE PRODUCTS	Buildings & Structures Fund	Dec-Jan Copy charge	\$175.80
<i>TOP OFFICE PRODUCTS - Total For Buildings &amp; Structures Fund</i>			<i>\$175.80</i>
TOP OFFICE PRODUCTS	Water Distribution	Copy charge nov. 2021	\$95.72
TOP OFFICE PRODUCTS	Water Distribution	Services	\$142.03
TOP OFFICE PRODUCTS	Water Distribution	Copy charge oct. 2020	\$72.79
<i>TOP OFFICE PRODUCTS - Total For Water Distribution</i>			<i>\$310.54</i>
TOP OFFICE PRODUCTS	WWTP Operations	Services	\$145.70
<i>TOP OFFICE PRODUCTS - Total For WWTP Operations</i>			<i>\$145.70</i>

**TOP OFFICE PRODUCTS - ALL DEPARTMENTS** **\$632.04**

### TRETO CONST.

TRETO CONST.	Capital Projects Fund	Ridgecrest Zone 2-3	\$16,524.50
<i>TRETO CONST. - Total For Capital Projects Fund</i>			<i>\$16,524.50</i>
TRETO CONST.	Water Distribution	Ridgecrest Zone 2-3	\$51,213.10
<i>TRETO CONST. - Total For Water Distribution</i>			<i>\$51,213.10</i>

**TRETO CONST. - ALL DEPARTMENTS** **\$67,737.60**

### TYLER TECHNOLOGIES I



TYLER TECHNOLOGIES I	Balefill - Disposal & Landfill	Gems S028911 - Tyler Conversio	\$28.00
<i>TYLER TECHNOLOGIES I - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$28.00</i>
TYLER TECHNOLOGIES I	Capital Projects Fund	Gems S028911 - Tyler Conversio	\$483.00
<i>TYLER TECHNOLOGIES I - Total For Capital Projects Fund</i>			<i>\$483.00</i>
TYLER TECHNOLOGIES I	Refuse - Residential	Gems S028911 - Tyler Conversio	\$42.00
<i>TYLER TECHNOLOGIES I - Total For Refuse - Residential</i>			<i>\$42.00</i>
TYLER TECHNOLOGIES I	Regional Water Operations	Gems S028911 - Tyler Conversio	\$7.00
<i>TYLER TECHNOLOGIES I - Total For Regional Water Operations</i>			<i>\$7.00</i>
TYLER TECHNOLOGIES I	Sewer Wastewater Collection	Gems S028911 - Tyler Conversio	\$35.00
<i>TYLER TECHNOLOGIES I - Total For Sewer Wastewater Collection</i>			<i>\$35.00</i>
TYLER TECHNOLOGIES I	Water Distribution	Gems S028911 - Tyler Conversio	\$77.00
<i>TYLER TECHNOLOGIES I - Total For Water Distribution</i>			<i>\$77.00</i>
TYLER TECHNOLOGIES I	WWTP Operations	Gems S028911 - Tyler Conversio	\$28.00
<i>TYLER TECHNOLOGIES I - Total For WWTP Operations</i>			<i>\$28.00</i>
<b>TYLER TECHNOLOGIES I - ALL DEPARTMENTS</b>			<b>\$700.00</b>

## VEOLIA ES TECHNICAL

VEOLIA ES TECHNICAL	Balefill - Diversion & Special	Hazardous Waste Shipment	\$7,738.85
<i>VEOLIA ES TECHNICAL - Total For Balefill - Diversion &amp; Special</i>			<i>\$7,738.85</i>
<b>VEOLIA ES TECHNICAL - ALL DEPARTMENTS</b>			<b>\$7,738.85</b>

## VERIZON WIRELESS

VERIZON WIRELESS	Balefill - Disposal & Landfill	Services	\$40.01
<i>VERIZON WIRELESS - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$40.01</i>
VERIZON WIRELESS	Water Meters	Services	\$535.33
<i>VERIZON WIRELESS - Total For Water Meters</i>			<i>\$535.33</i>
<b>VERIZON WIRELESS - ALL DEPARTMENTS</b>			<b>\$575.34</b>

## VOLANCE LANGUAGE

VOLANCE LANGUAGE	Police Administration	Interpretation Services	\$25.00
<i>VOLANCE LANGUAGE - Total For Police Administration</i>			<i>\$25.00</i>
<b>VOLANCE LANGUAGE - ALL DEPARTMENTS</b>			<b>\$25.00</b>

## VRC COMPANIES LLC

VRC COMPANIES LLC	Human Resources	Monthly fee	\$84.00
<i>VRC COMPANIES LLC - Total For Human Resources</i>			<i>\$84.00</i>
<b>VRC COMPANIES LLC - ALL DEPARTMENTS</b>			<b>\$84.00</b>

## WAMCO LABS, INC.

WAMCO LABS, INC.	WWTP Operations	1Q 2021 Whole Effluent Toxicity Testing	\$1,800.00
<i>WAMCO LABS, INC. - Total For WWTP Operations</i>			<i>\$1,800.00</i>
<b>WAMCO LABS, INC. - ALL DEPARTMENTS</b>			<b>\$1,800.00</b>

## WARDWELL WATER & SEW

WARDWELL WATER & SEW	RWS - Booster Stations	Services	\$32.65
WARDWELL WATER & SEW	RWS - Booster Stations	Services	\$30.03
<i>WARDWELL WATER &amp; SEW - Total For RWS - Booster Stations</i>			<i>\$62.68</i>
<b>WARDWELL WATER &amp; SEW - ALL DEPARTMENTS</b>			<b>\$62.68</b>

## Wear Parts, Inc.

Wear Parts, Inc.	Balefill - Baler Processing	Supplies	\$58.56
Wear Parts, Inc.	Balefill - Baler Processing	Supplies	\$16.60
<i>Wear Parts, Inc. - Total For Balefill - Baler Processing</i>			<i>\$75.16</i>
<b>Wear Parts, Inc. - ALL DEPARTMENTS</b>			<b>\$75.16</b>

## WESTERN WATER CONSUL

WESTERN WATER CONSUL	Capital Projects Fund	Midwest Elm to Walnut Construc	\$9,694.58
WESTERN WATER CONSUL	Capital Projects Fund	Gems S028465 - K STREET REHAB	\$838.50
<i>WESTERN WATER CONSUL - Total For Capital Projects Fund</i>			<i>\$10,533.08</i>
<b>WESTERN WATER CONSUL - ALL DEPARTMENTS</b>			<b>\$10,533.08</b>

## WLC ENGINEERING - SU

WLC ENGINEERING - SU	Capital Projects Fund	Industrial storm and street de	\$1,620.00
<i>WLC ENGINEERING - SU - Total For Capital Projects Fund</i>			<i>\$1,620.00</i>

**WLC ENGINEERING - SU - ALL DEPARTMENTS****\$1,620.00****WY. MACHINERY CO.**

WY. MACHINERY CO.	Balefill - Baler Processing	Supplies	\$86.00
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<i>WY. MACHINERY CO. - Total For Balefill - Baler Processing</i>			<i>\$86.00</i>
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WY. MACHINERY CO.	Balefill - Disposal & Landfill	Services	\$621.08
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<i>WY. MACHINERY CO. - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$621.08</i>
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**WY. MACHINERY CO. - ALL DEPARTMENTS****\$707.08****WY. STATE FIREMEN'S**

WY. STATE FIREMEN'S	Fire-EMS Administration	2021 Dues	\$75.00
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<i>WY. STATE FIREMEN'S - Total For Fire-EMS Administration</i>			<i>\$75.00</i>
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**WY. STATE FIREMEN'S - ALL DEPARTMENTS****\$75.00****WYCOMP, INC.**

WYCOMP, INC.	RWS - Guardian	Services	\$1,129.75
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<i>WYCOMP, INC. - Total For RWS - Guardian</i>			<i>\$1,129.75</i>
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**WYCOMP, INC. - ALL DEPARTMENTS****\$1,129.75****WYOMING WONDERS**

WYOMING WONDERS	General Fund Revenue	Items for resale	\$225.00
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<i>WYOMING WONDERS - Total For General Fund Revenue</i>			<i>\$225.00</i>
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**WYOMING WONDERS - ALL DEPARTMENTS****\$225.00****YOUTH CRISIS CENTER**

YOUTH CRISIS CENTER	Capital Projects Fund	1%#16 Funding Youth Crisis Cen	\$4,654.00
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YOUTH CRISIS CENTER	Capital Projects Fund	1%#16 Funding Youth Crisis Cen	\$4,654.00
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YOUTH CRISIS CENTER	Capital Projects Fund	1%#16 Funding Youth Crisis Cen	\$4,654.00
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<i>YOUTH CRISIS CENTER - Total For Capital Projects Fund</i>			<i>\$13,962.00</i>
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**YOUTH CRISIS CENTER - ALL DEPARTMENTS****\$13,962.00**

**CITYWIDE BILLS AND CLAIMS TOTAL**

**\$2,172,922.60**

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I certify, under penalty of perjury, that this listing of vouchers and the items included therein for payment are correct and just in every respect.

SUBMITTED BY (Finance Dir) \_\_\_\_\_ DATE \_\_\_\_\_

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DULY AUDITED BY (City Manager) \_\_\_\_\_ DATE \_\_\_\_\_

APPROVED BY (Mayor) \_\_\_\_\_ DATE \_\_\_\_\_


CITY of CASPER, WYOMING  
 BILLS and CLAIMS ADDENDUM  
 Council Meeting  
 02/16/21


**Additional Accounts Payable**

<b><u>01/28/21</u></b>	Prewrit - recording fees Natrona County Clerk	234.00
		234.00
<b><u>02/04/21</u></b>	Prewrits	
	808-NCPERS GROUP LIFE INSURANCE	1,536.00
	AMERICAN HERITAGE LIFE INSURANCE COMPANY	4,679.76
	CONTINENTAL AMERICAN INS CO/AFLAC GROUP	719.98
	FIRST INTERSTATE BANK - PETTY CASH	38.02
	GARY PORTER	317.00
	NATRONA COUNTY CLERK	276.00
	WY. RETIREMENT SYSTEM-CITY	248,819.18
	WY. RETIREMENT SYSTEM-FIRE	94,312.06
	WY. RETIREMENT SYSTEM-POLICE	115,517.54
		\$ 466,215.54

<b>Total Additional AP</b>	<b>\$ 466,449.54</b>
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February 3, 2021

MEMO TO: J. Carter Napier, City Manager 

FROM: Liz Becher, Community Development Director 

SUBJECT: Public Hearing for Consideration of an Ordinance Approving a Vacation, Replat, Zone Change, and Subdivision Agreement for the Trails West Estates No. 4 Addition

Meeting Type & Date:

Regular Council Meeting, February 16, 2021

Action Type:

Public Hearing and first reading on Ordinance

Recommendation:

That Council, by Ordinance, approve a vacation and replat creating the Trails West Estates No. 4 Addition, a zone change of the subdivision, and approve the associated Trails West Estates No. 4 Addition Subdivision Agreement.

Summary:

Application has been made to create a new subdivision, Trails West Estates No. 4. The subdivision encompasses 30.59-acres, more or less, and is creating eighteen (18) newly configured residential lots. In that the property involved currently consists of both R-1 (Residential Estate) and PUD (Planned Unit Development) zoning, the application also includes a zone change to consolidate all the zoning into R-1 (Residential Estate). All proposed lots in the newly configured subdivision are currently undeveloped, with the exception of Lots 17 and 18, which both have existing residential structures. All reconfigured lots meet or exceed the minimum 9,000 square foot lot minimum in the R-1 (Residential Estate) zoning district, and all have direct access/frontage on a public street. The primary purpose of the proposed replat is to vacate Indian Scout Drive, and reconfigure all lots previously served by Indian Scout Drive so that they have legal access to a public street (Trevett Lane). Indian Scout Drive is a platted, but undeveloped public right-of-way located south of Trevett Lane. As a result of the replat, the property owners in the area will be relieved of their future obligation to pay for the construction of the street.

The Planning and Zoning Commission voted to support the vacation, replat and zone change after a public hearing on January 21, 2021. There were no public comments submitted. A notice of public hearing will be published in the Casper Star-Tribune advertising the City Council public hearing. All public hearings are also advertised on the Council agenda page of the City's website (casperwy.gov), and notices are mailed to all property owners within three hundred (300) feet.

Financial Considerations:

None

Oversight/Project Responsibility:

The Community Development Department processes vacations, replats and zone changes

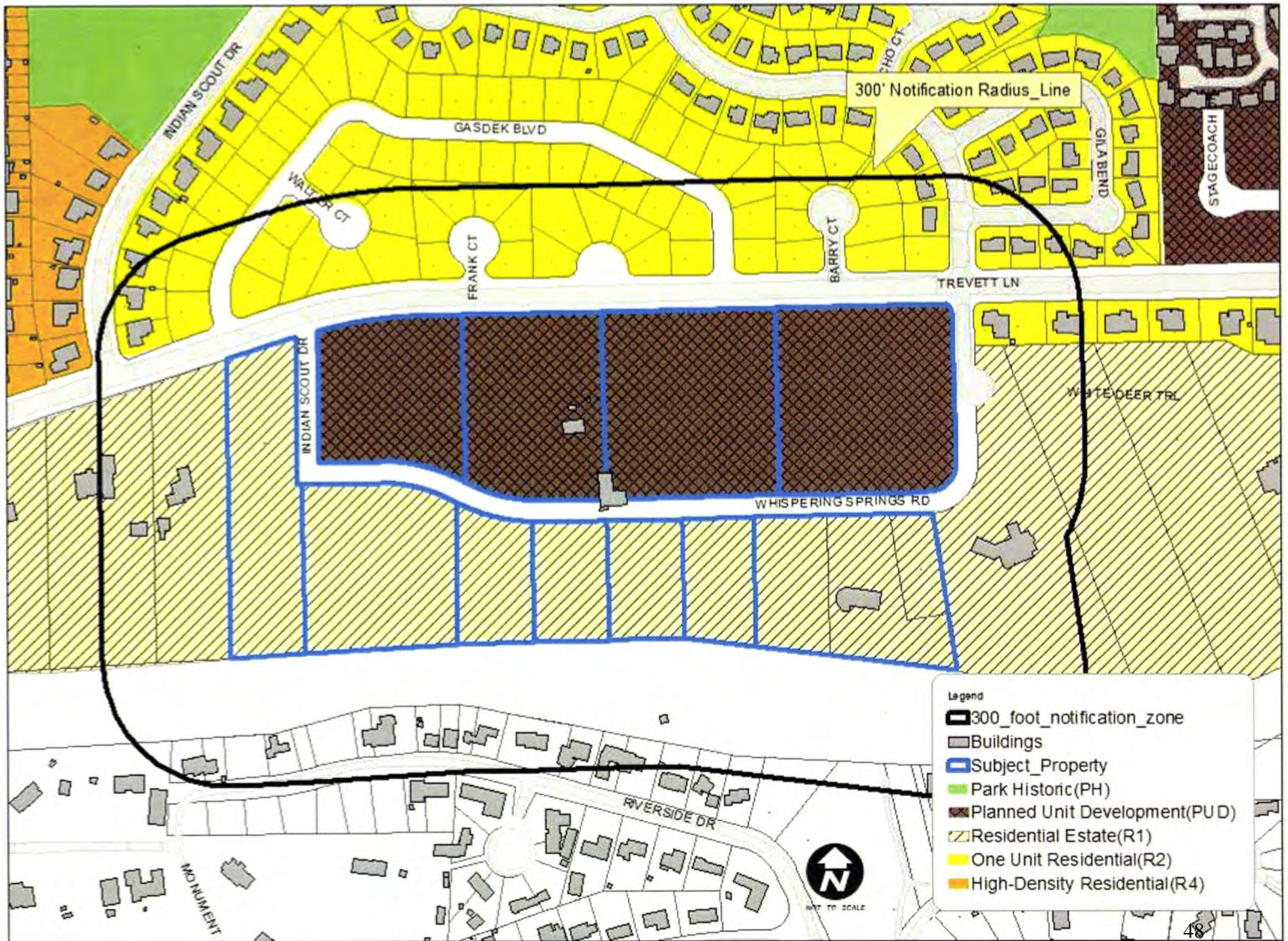
Attachments:

Location/Zoning Map

Ordinance

Plat

# Trails West Estates No. 4





ORDINANCE NO.7-21

AN ORDINANCE APPROVING A VACATION/REPLAT, SUBDIVISION AGREEMENT AND ZONE CHANGE FOR THE TRAILS WEST ESTATES NO. 4 ADDITION SUBDIVISION IN THE CITY OF CASPER, WYOMING.

WHEREAS application has been made for the creation of the Trails West Estates No. 4 Addition subdivision, consisting of a vacation and replat of Lots 1-4, Block 16, Cottonwood Addition, Lots 13-19, Block 17, Trails West Estates, and Lot 20A, Block 17, Trails West Estates No. 3, and Lot 14 of Lots 8-14, Block 17, Trails West Estates No. 2, and the Westerly Portion of Indian Scout Drive, and the southerly portion of Whispering Springs Road; and,

WHEREAS application has been made to rezone the proposed Trails West Estates No. 4 Addition from combined zoning classifications PUD (Planned Unit Development) and R-1 (Residential Estate), to entirely R-1 (Residential Estate); and,

WHEREAS, the property owners in the Trails West Estates No. 4 subdivision will enter into a written subdivision agreement with the City of Casper, executed upon third reading of this ordinance; and,

WHEREAS, the vacation, replat and rezone require approval of the City Council, by ordinance, following a public hearing; and,

WHEREAS, after a public hearing, the City of Casper Planning and Zoning Commission passed a motion recommending that City Council approve the vacation, replat and zone change requests; and,

WHEREAS, the governing body of the City of Casper finds that the above-described vacation, replat, zone change, and Trails West Estates No. 4 Addition Subdivision Agreement should be approved.

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

SECTION 1:

The vacation and replat creating the Trails West Estates No. 4 Addition is hereby approved.

SECTION 2:

The subdivision agreement between the property owners and the City of Casper is hereby approved, and the Mayor is hereby authorized and directed to execute, and the City Clerk to attest said document.

SECTION 3:

The zoning of the Trails West Estates No. 4 Addition shall be R-1 (Residential Estate).

SECTION 4:

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

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

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

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

APPROVED AS TO FORM:

  
\_\_\_\_\_

CITY OF CASPER, WYOMING  
A Municipal Corporation

ATTEST:

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

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

CERTIFICATE OF DEDICATION

STATE OF WYOMING  
COUNTY OF NATRONA

THE UNDERSIGNED, CHARLES J. PATER AND ANA INDOGO, TRUSTEES OF THE ANA INDOGO LIVING TRUST, DATED APRIL 11, 2018, AND STEVEN PAUL CARLSON AND PAULETTE JEAN CARLSON, TRUSTEES UNDER THE STEVE AND POLLY CARLSON REVOCABLE TRUST, DATED JUNE 15, 2012 DO HEREBY CERTIFY THAT THEY ARE THE OWNERS AND PROPRIETORS OF THE FOREGOING VACATION AND PLAT OF LOTS 1 - 4, BLOCK 16, COTTONWOOD ADDITION, LOTS 11 - 18, BLOCK 17, TRAILS WEST ESTATES, LOT 20A, BLOCK 17, TRAILS WEST ESTATES NO. 3 AND LOT 14 OF LOTS 8 - 14, BLOCK 17, TRAILS WEST ESTATES NO. 2, THE WESTERN PORTION OF INDIAN SCOUT DRIVE AND THE SOUTHERLY PORTION OF WHISPERING SPRINGS ROAD CITY OF CASPER, WYOMING, BEING A PORTION OF THE NE 1/4 AND THE NW 1/4 OF SECTION 22, T.33N., R.80W., 6TH P.M., NATRONA COUNTY, WYOMING, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE PARCEL BEING DESCRIBED, ALSO BEGINNING AT THE NORTHEAST CORNER OF LOT 13, OF LOTS 8-14, BLOCK 17, TRAILS WEST ESTATES NO. 2, AND A POINT IN THE SOUTHERLY LINE OF TRICKETT LANE;

THENCE ALONG THE NORTHERLY LINE OF SAID PARCEL AND THE SOUTHERLY LINE OF SAID TRICKETT LANE, N 74°02'00" E, 153.00 FEET TO A POINT OF CURVATURE;

THENCE CONTINUING ALONG THE NORTHERLY LINE OF SAID PARCEL AND THE SOUTHERLY LINE OF SAID TRICKETT LANE ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 1059.05 FEET, AND THROUGH A CENTRAL ANGLE OF 103°04'00" EASTERLY 301.48 FEET, AND THE CHORD OF WHICH BEARS N 84°24'00" E, AND DISTANCE OF 302.34 FEET TO A POINT OF TANGENCY;

THENCE CONTINUING ALONG THE NORTHERLY LINE OF SAID PARCEL AND THE SOUTHERLY LINE OF SAID TRICKETT LANE, S 89°21'00" E, 1222.80 FEET TO A POINT IN THE SOUTHWESTERLY LINE OF WHISPERING SPRINGS ROAD AND A POINT OF CURVATURE;

THENCE ALONG THE NORTHEASTERLY LINE OF SAID PARCEL AND THE SOUTHWESTERLY LINE OF SAID WHISPERING SPRINGS ROAD ALONG THE ARC OF A TRUE CURVE TO THE RIGHT HAVING A RADIUS OF 2620.00 FEET, AND THROUGH A CENTRAL ANGLE OF 100°00'00" SOUTHEASTERLY 31.42 FEET, AND THE CHORD OF WHICH BEARS S 84°24'00" E, AND DISTANCE OF 28.28 FEET TO A POINT OF TANGENCY;

THENCE ALONG THE EASTERLY LINE OF SAID PARCEL AND THE WESTERLY LINE OF SAID WHISPERING SPRINGS ROAD, S 11°52'00" E, 231.80 FEET TO A POINT;

THENCE S 0°15'00" E, ACROSS WHISPERING SPRINGS ROAD 353.00 FEET TO A POINT LOCATED ON THE EAST LINE OF SAID ROAD;

THENCE S 0°15'00" E, ALONG THE EAST LINE OF THE PARCEL, AND THE WEST LINE OF LOT 11, RIVER LOTS ADDITION, 122.83 FEET TO A POINT;

THENCE ALONG THE EASTERLY LINE OF SAID PARCEL AND THE WESTERLY LINE OF SAID LOT 11, RIVER LOTS ADDITION, S 0°43'17" E, 373.48 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL AND A POINT WITHIN THE NORTH PLatte RIVER;

THENCE ALONG THE SOUTHERLY LINE OF SAID PARCEL, N 80°13'00" W, 383.47 FEET TO A POINT, LOCATED WITHIN THE NORTH PLatte RIVER;

THENCE ALONG THE SOUTHERLY LINE OF SAID PARCEL, S 89°21'00" W, 237.48 FEET TO A POINT LOCATED WITHIN THE NORTH PLatte RIVER;

THENCE CONTINUING ALONG THE SOUTHERLY LINE OF SAID PARCEL, S 89°21'00" W, 582.83 FEET TO A POINT LOCATED WITHIN THE NORTH PLatte RIVER;

THENCE CONTINUING ALONG THE SOUTHERLY LINE OF SAID PARCEL, S 89°21'00" W, 256.12 FEET, TO A POINT LOCATED WITHIN THE NORTH PLatte RIVER;

THENCE CONTINUING ALONG THE SOUTHERLY LINE OF SAID PARCEL, S 89°21'00" W, 175.24 FEET TO THE SOUTHWESTERLY CORNER OF SAID PARCEL AND THE SOUTHWESTERLY CORNER OF LOT 13, LOTS 8-14, BLOCK 17, TRAILS WEST ESTATES NO. 2, AND A POINT LOCATED WITHIN THE NORTH PLatte RIVER;

THENCE ALONG THE WESTERLY LINE OF SAID PARCEL AND THE EASTERLY LINE OF SAID LOT 13, LOTS 8-14, BLOCK 17, TRAILS WEST ESTATES NO. 2, N 01°02'15" W, 701.70 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 365.58 ACRES MORE OR LESS, AND IS SUBJECT TO ANY RIGHTS-OF-WAY AND/OR EASEMENTS, RESERVATIONS, AND ENCUMBRANCES WHICH HAVE BEEN LEGALLY ACQUIRED.

THE TRACT OF LAND AS IT APPEARS ON THIS PLAT IS DEDICATED WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS AND PROPRIETORS, THE NAME OF THE SUBDIVISION SHALL BE "TRAILS WEST ESTATES NO. 4" AND THE OWNERS HEREBY GRANT TO THE PUBLIC AND PRIVATE UTILITY COMPANIES AN EASEMENT AND LICENSE TO LOCATE, CONSTRUCT, USE AND MAINTAIN CONDUITS, LINES, WIRES AND POLES, ANY OR ALL OF THEM, UNDER AND ALONG THE STRIPS OF LAND MARKED "TO UTILITY EASEMENT" AS SHOWN ON THIS PLAT. TRICKETT LANE AND THE EASTERLY PORTION OF WHISPERING SPRINGS ROAD, AS SHOWN HEREON, HAVE BEEN PREVIOUSLY DEDICATED TO THE USE OF THE PUBLIC. THE SOUTHERLY END OF WHISPERING SPRINGS ROAD AND THE WESTERLY PORTION OF INDIAN SCOUT DRIVE, WILL BE VACATED AS SHOWN HEREON.

CHARLES J. PATER  
AND ANA INDOGO  
OWNERS

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY CHARLES J. PATER  
OWNER THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017

WITNESS MY HAND AND OFFICIAL SEAL,  
MY COMMISSION EXPIRES \_\_\_\_\_

NOTARY PUBLIC

STEVEN PAUL CARLSON - TRUSTEE OF THE STEVE AND POLLY CARLSON REVOCABLE TRUST  
PAULETTE JEAN CARLSON - TRUSTEE OF THE STEVE AND POLLY CARLSON REVOCABLE TRUST

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY STEVEN PAUL CARLSON AND PAULETTE JEAN CARLSON, TRUSTEES OF THE STEVE AND POLLY CARLSON REVOCABLE TRUST, DATED JUNE 15, 2012, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017

WITNESS MY HAND AND OFFICIAL SEAL,  
MY COMMISSION EXPIRES \_\_\_\_\_

NOTARY PUBLIC

VACATION AND REPLAT  
OF LOTS 1-4, BLOCK 16, COTTONWOOD ADDITION,  
LOTS 13-18, BLOCK 17, TRAILS WEST ESTATES,  
AND LOT 20A, BLOCK 17, TRAILS WEST ESTATES NO. 3, AND  
LOT 14 OF LOTS 8 - 14, BLOCK 17, TRAILS WEST ESTATES NO. 2  
AND THE WESTERLY PORTION OF INDIAN SCOUT DRIVE AND THE SOUTHERLY  
PORTION OF WHISPERING SPRINGS ROAD  
AS THE

PLAT OF  
**TRAILS WEST ESTATES No. 4**

TO THE CITY OF CASPER, WYOMING  
BEING PORTIONS OF THE NE 1/4 SW 1/4, AND THE NW 1/4 SE 1/4,  
SECTION 22, T.33N., R.80W., 6TH P.M.  
NATRONA COUNTY, WYOMING

WIT 421-2825



VICINITY MAP  
NO SCALE

LEGEND

- SET BRASS CAP
- SET MONUMENT 3/4" REBAR & ALUMINUM CAP
- FOUND MONUMENT AS NOTED
- RECORD INFORMATION (311.557)

0 100' 200'

SCALE: 1" = 100'

CEPI  
Civil Engineering Professionals, Inc.  
6888 Enterprise Drive, Casper, WY 82109  
Phone: 307.266.4304 Fax: 307.266.8103  
www.cepi-casper.com

APPROVALS

APPROVED BY THE CITY OF CASPER PLANNING AND ZONING COMMISSION OF CASPER, WYOMING  
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017.

ATTEST: \_\_\_\_\_ SECRETARY

APPROVED BY THE CITY COUNCIL OF CASPER, WYOMING BY ORDINANCE NO. \_\_\_\_\_ DAILY PASSED.  
ADOPTED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017.

ATTEST: \_\_\_\_\_ CITY CLERK

INSPECTED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017

INSPECTED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017

\_\_\_\_\_ CHAIRMAN  
\_\_\_\_\_ DEPT. PASSED.  
\_\_\_\_\_ MAYOR  
\_\_\_\_\_ CITY ENGINEER  
\_\_\_\_\_ CITY SURVEYOR

CERTIFICATE OF SURVEYOR

STATE OF WYOMING  
COUNTY OF NATRONA

I, STEVEN J. DENVER, A REGISTERED PROFESSIONAL LAND SURVEYOR, LICENSE NO. 10026, DO HEREBY CERTIFY THAT THIS PLAT WAS MADE FROM NOTES TAKEN DURING AN ACTUAL SURVEY MADE UNDER MY DIRECT SUPERVISION IN OCTOBER, 2016, AND THAT THIS PLAT, TO THE BEST OF MY KNOWLEDGE AND BELIEF, CORRECTLY AND ACCURATELY REPRESENTS SAID SURVEY. ALL DIMENSIONS ARE EXPRESSED IN FEET AND DECIMALS THEREOF, AND COURSES REFERRED TO WYOMING STATE PLANE COORDINATE SYSTEM. ALL BEING TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY STEVEN J. DENVER  
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017.

WITNESS MY HAND AND OFFICIAL SEAL,  
MY COMMISSION EXPIRES \_\_\_\_\_

NOTARY PUBLIC

NOTES

1. ERROR OF CLOSURE EXCEEDS 1:500,000.
2. BASIS OF BEARINGS IS THE WYOMING STATE PLANE COORDINATE SYSTEM, EAST CENTRAL ZONE, NAD 83/2011.
3. THE CONVERGENCE ANGLE AT THE POINT OF BEGINNING IS 97°56.38", AND THE CORRECTION FACTOR IS 0.0017285.
4. ALL DIMENSIONS ARE CHORD.
5. ILLUSTRATIONS SHOW HEREON ARE BASED ON HAND BEARINGS AND ARE NOT MEANT TO BE USED AS BENCHMARKS.

ANA INDOGO - TRUSTEE OF THE ANA INDOGO LIVING TRUST  
Dated April 11, 2018  
5648 WYOMING CREEK DRIVE  
CASPEN, WY 82414

STEVEN PAUL CARLSON - TRUSTEE OF THE STEVE AND POLLY CARLSON REVOCABLE TRUST  
Dated June 15, 2012  
6643 RIVERSIDE DRIVE  
CASPER, WY 82504

WITNESS MY HAND AND OFFICIAL SEAL,  
MY COMMISSION EXPIRES \_\_\_\_\_

NOTARY PUBLIC

STEVEN PAUL CARLSON - TRUSTEE OF THE STEVE AND POLLY CARLSON REVOCABLE TRUST  
PAULETTE JEAN CARLSON - TRUSTEE OF THE STEVE AND POLLY CARLSON REVOCABLE TRUST


THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY STEVEN PAUL CARLSON AND PAULETTE JEAN CARLSON, TRUSTEES OF THE STEVE AND POLLY CARLSON REVOCABLE TRUST, DATED JUNE 15, 2012, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017


WITNESS MY HAND AND OFFICIAL SEAL,  
MY COMMISSION EXPIRES \_\_\_\_\_

NOTARY PUBLIC

W:\1\1020\Survey\1020-363\_Caspar\Survey\Plat\Plat\North Platte Revised.dwg, 12/22/2016, 8:11

January 29, 2021

MEMO TO: J. Carter Napier, City Manager 

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

SUBJECT: Ordinance Creating Local Assessment District 158 – Coates Road  
Surfacing Improvements

Meeting Type & Date:

February 16, 2021

Council Meeting

Action Type:

Ordinance

Recommendation:

That Council, by ordinance, conduct a Public Hearing and 1<sup>st</sup> Reading to create Local Assessment District 158 – Coates Road Surfacing Improvements.

Summary:

A property owner on Coates Road has requested that the City create a Local Assessment District (LAD) to upgrade Coates Road from a gravel road to a paved road. Coates Road is near the western edge of the City of Casper municipal boundary and runs south from State Highway 220 to the city limits, and beyond that in the jurisdiction of Natrona County.

In 2014, the City executed a memorandum of understanding with Natrona County for improvements on various road sections, including a maintenance agreement for this stretch of Coates Road. The subdivision (Skyline Ranches) served by Coates Road within the municipal boundary was originally developed under Natrona County jurisdiction in 1973 and was annexed sometime later into the City of Casper. There is no longer a singular developer, and the burden to make the improvements now lies with the property owners who access Coates Road. Engineering Staff invited the property owners to an informal public meeting on November 9, 2020. At least half of the property owners attended the meeting, and none of them was opposed to the LAD project or the estimated assessments.

The City of Casper Engineering Division has estimated the cost to make these improvements at \$187,440. The City will provide in-house engineering and construction services. The City and County would each pay for one-third of the total costs, and the property owners would be liable for one-third of the total cost. Engineering Staff is proposing that the LAD be established so that the assessments are spread out over ten (10) equal annual installments at the interest rate of three percent (3%). If Council agrees to this proposal, the Engineering Division estimates the out-of-pocket expenses for all the property owners to be approximately \$62,480.

Wyoming Statutes (W.S.) govern the process for a city to follow to create a local improvement district. A city has the authority to provide for the making and maintenance of local improvements

and to levy and collect a special assessment on the property specially benefited to pay all or part of the cost of the improvement. Casper Municipal Code refers to the local improvement process as “Local Assessment Districts (LADs).”

General Powers and Duties Overview:

The Casper City Council (Council) may order any improvement and determine its character, kind and extent. If the improvement is paving, it shall designate the kinds of pavement to be used. It shall provide for the maintenance of an improvement for a specified period not to exceed five (5) years and include the cost of that maintenance in the assessment for making the improvements. Council shall levy and collect an assessment upon all lots, parts of lots, and parcels of land, specially benefited by the improvements, to defray all or any part of the cost and expense, and to determine which lots, parts of lots, and parcels of land are specially benefited by the improvements and the amount each is benefited.

Process

**Resolution of Intention to Create an LAD** – W.S. §§ 15-6-201 through 15-6-202. Any improvement may be initiated directly by Council by resolution declaring its intention to make improvements

**Notice by Publication and Mailing** - W.S. § 15-6-202(d) and (e). Fifteen (15) days prior to the public hearing, the resolution must be published at least once in the newspaper.

In addition to the publication, a copy of the resolution of intention shall be mailed, postage prepaid, at least fifteen (15) days prior to the hearing, to each legal owner of record of the property within the proposed district.

**Objections and Authority to Act** – W.S. §§ 15-6-203 & 204.

- Owners have fifteen (15) days from the publication to file with the city clerk their written objections to the proposed improvement.
- If protests are filed by the legal owners of record of more than one-half (1/2) of the area of the property subject to assessment, the proposed improvements within that district will usually be abandoned. However, W.S. §15-6-205 provides for an exception if the improvement proposed is to a street and not more than two (2) blocks remain unimproved in the street between improvements already made or proposed to be made; in such event, “the governing body on its own motion may cause the intervening or unimproved part to be improved. The improvement of that part shall not be stayed, defeated or prevented by any remonstrance or other objection, unless the governing body considers the remonstrance or objection proper to stay or prevent the improvement.”

**Public Hearing & Ordinance Ordering Improvement** – W.S. § 15-6-206. Upon the hearing of the resolution of intention, if Council decides to proceed with the improvement, it shall pass an ordinance. After Council passes the ordinance, the City Engineer shall prepare and file with the city clerk plans and specifications which shall show in detail the work to be done, the quantities

of material to be handled, and the estimated cost of the improvements. Council shall approve the plans and specifications by motion or resolution.

The improvements may be made under contract, or as a part of a contract, publicly let by the city in the manner provided in this section and W.S. § 15-6-302 (Bidding Requirements), or the city may make the improvements with its own equipment, labor and materials, without contract, or any combination of methods may be followed.

Financial Consideration

For the LAD project, the City has budgeted \$67,000 from one-cent #16 funds for construction, Natrona County has budgeted \$67,000, and eighteen property owners would contribute an average of approximately \$3,722 each, thus the overall cost of the project, without profit, is budgeted at approximately \$200,000.

Natrona County has committed an additional \$110,000 for further extension of the road south of the City limits and will reimburse the City in full for those improvements.

Oversight/Project Responsibility

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

Attachments

Affidavit of Publication

Correspondence – Seth Coursen

Correspondence – Paul & Suzanne Gulley

Property owner notification package: estimated assessment summary list; correspondence from Scott Baxter to property owners dated January 22, 2021; LAD No. 158 map; and Resolution No. 21-8

Ordinance

\*\*\* Proof of Publication \*\*\*

Casper Star-Tribune  
P.O. Box 80, Casper, WY 82602-0080, ph 307-266-0500

AFFIDAVIT OF PUBLICATION

STATE OF WYOMING )  
COUNTY OF NATRONA )

I, the undersigned, being a person in the employ of the Casper Star-Tribune, a newspaper published in CASPER, NATRONA COUNTY, WYOMING, and, knowing the facts herein set forth do so solemnly swear that a copy of the notice as per clipping attached was printed and published

Daily

Weekly

In the regular and entire issue of said newspaper, and not in any supplement thereof, for 1 Consecutive Days Weeks

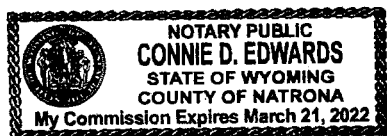
commencing with issue dated January 29, 2021  
ending with issue dated January 29, 2021

City of Casper  
Dawn Thompspon  
200 N. DAVID ST.  
CASPER WY 82601

ORDER NUMBER 71923

[Signature]  
Signed

Subscribed in my presence and sworn to before me this  
31 day of January 2021



Connie D. Edwards

Section: Legal Notices  
Category: 925 Misc Legals  
PUBLISHED ON: 01/29/2021

TOTAL AD COST: 591.16

FILED ON: 1/29/2021

**NOTICE OF INTENT TO CREATE CITY OF CASPER, WYOMING,  
LOCAL ASSESSMENT DISTRICT NO. 158.**

Notice to all persons liable to assessment for the roadway improvements of Coates Road. The governing body of the City of Casper on the 19th day of January, 2021, passed the following resolution of intention.

**RESOLUTION NO.**

**A RESOLUTION DECLARING THE INTENT OF THE CITY OF CASPER, WYOMING, TO CREATE A LOCAL ASSESSMENT DISTRICT NO. 158 IN SAID CITY; TO AUTHORIZE THE CONSTRUCTION OF LOCAL IMPROVEMENTS THEREIN; AND TO ASSESS THE COST OR PORTION THEREOF ON THE PROPERTY BENEFITTED THEREBY.**

WHEREAS, the City Council of the City of Casper, herein called the "Council" and the "City" respectively, has determined and does hereby determine to establish a local assessment district for the purpose of causing to be constructed therein certain local improvements hereinafter described; and,

WHEREAS, the Council will hold one hearing for the purpose of hearing objections to said improvements.

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

**Section 1. Declaration of intention to Make Improvements.**

The Council does hereby declare its intention to make certain local improvements consisting of asphaltic concrete pavement, and work incidental thereto, on the streets and intersections hereinafter designated and to assess the cost thereof on the property benefitted thereby and included within the proposed local assessment district herein described.

**Section 2. Name of District; Combination of Improvements.**

The Council has determined and does hereby determine that:

A. The local assessment district herein described, as such might hereinafter be modified, shall be known as the "City of Casper, Wyoming, Local Assessment District No. 158" (herein called the "District");

B. More than one improvement shall be combined in the District as the combination of improvements hereafter described is both efficient and economical; and,

C. As certain improvements are separate and distinct by reason of a substantial difference in character, location, method of assessment, and otherwise, the estimated costs thereof shall be segregated for the levy of assessments and an equitable share of the incidental costs shall be allocated to each improvement. For this purpose, the following improvements are hereby recognized as separate and distinct.

1. Asphaltic concrete pavement.

**Section 3. Location of Paving Improvements.**

The City proposes to establish grades for the following named streets, intersections, and parts of streets, within the City between the termini specified, as such are set forth on the official plats of the subdivisions or additions in said City, now on file and of record, as follows:

**LOCATION OF ROADWAY PAVING IMPROVEMENTS**

**STREET**

1. Coates Road

**WIDTH PROPOSED**

26.0'

**IMPROVEMENT**

Asphaltic Concrete Pavement

The width in feet of said road, hereinabove set forth, is measured from the edge of the blacktop to the edge of the blacktop on each side.

**Section 4. Description of Paving Improvements.**

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

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

**Section 5. Boundaries of the District.**

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

Skyline Ranches

Lots 2-7, Lot 8 (East Half), Lots 9-14

**Section 7. Determination of Benefits.**

The City Council has determined, and does hereby determine, that the method of assessment will result in a distribution of costs among property owners in proportion to the special benefits conferred by the improvements, and that any other method of assessment would result in an inequitable distribution of costs among some owners whose property is benefitted by the improvements.

**Section 8. Method of Assessment.**

A. Paving Improvements. Each piece of property with access to the road in or along which the improvements are to be made shall be assessed by the following method:

1. Each property shall be assessed on the basis of its acreage so that the total assessment on each piece of property shall be in proportion to the total accessible acreage of the property to be assessed for the same improvement.

B. Assessment Liens. Notwithstanding any provision to the contrary, the assessment shall be levied and an assessment lien attached on all, or a piece, of benefitted property so as to avoid the imposition of a lien upon a part of the subdivided lot or partial lot under common ownership and use.

**Section 9. Estimated Costs.**

The City of Casper has agreed to design the improvements in-house. The construction of the improvements will be performed by a qualified contractor with the lowest competitive bid. The properties will be assessed the full cost for a contractor to install the asphalt pavement, plus the cost of engineering.

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

1. The estimated contract price for installation of asphalt pavement is



Property is benefited by the improvements.

**Section 8. Method of Assessment.**

A. Paving Improvements. Each piece of property with access to the road in or along which the improvements are to be made shall be assessed by the following method:

1. Each property shall be assessed on the basis of its acreage so that the total assessment on each piece of property shall be in proportion to the total accessible acreage of the property to be assessed for the same improvement.

B. Assessment Liens. Notwithstanding any provision to the contrary, the assessment shall be levied and an assessment lien attached on all, or a piece, of benefitted property so as to avoid the imposition of a lien upon a part of the subdivided lot or partial lot under common ownership and use.

**Section 9. Estimated Costs.**

The City of Casper has agreed to design the improvements in-house. The construction of the improvements will be performed by a qualified contractor with the lowest competitive bid. The properties will be assessed the full cost for a contractor to install the asphalt pavement, plus the cost of engineering.

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

1. The estimated contract price for installation of asphalt pavement is \$171,820.

2. The estimated cost for engineering is \$ 15,620.

3. The estimated total cost of the total improvement project is \$187,440.

4. The estimated assessable costs for each acre of property are as follows:

a. All Improvements \$1,575.83 per acre.

5. The estimated project cost of the Local Assessment District is \$187,440, which includes all improvements.

The City's funding source will be from 1%#16 funds for miscellaneous street improvements.

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

**Section 10. Maintenance.**

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

**Section 11. Hearing.**

The City Council of said City will meet in the City Council Chambers, 200 North David Street, in said City on Tuesday, the 16th day of February, 2021, at the hour of 6:00 p.m., for the purpose of considering any and all remonstrances and objections to said proposed improvements. All written remonstrances and objections to said proposed improvements must be filed in writing with the City Clerk on or before Friday, the 12th day of February, 2021, at the hour of 12:00 o'clock Noon, a time not more than fifteen (15) days after the publication of the Resolution of Intent to create said District.

**Section 12. Notice of Hearing.**

The City Clerk shall give at least fifteen (15) days notice to all legal owners of record of the property liable to said assessment for said proposed improvements and to all persons interested, by publishing this resolution in one issue of the Casper Star-Tribune, a newspaper published in the City of Casper and of general circulation therein. In addition to such publication, the City Clerk shall mail a copy of the notice of this Resolution of Intent, postage prepaid, at least fifteen (15) days prior to the hearing, to each legal owner of property within the proposed District and to all persons interested. This Resolution, when published as a notice, shall have the title or caption specified in Section 15 6 202, Wyoming Statutes, 1977, as amended, and shall be in substantially the following form:

NOTICE OF INTENT TO CREATE CITY OF CASPER, WYOMING,  
LOCAL ASSESSMENT DISTRICT NO. 158.

Notice to all persons liable to assessment for the roadway improvements of Coates Road. The governing body of the City of Casper on the \_\_\_ day of \_\_\_\_, 2021, passed the following resolution of intention.

**RESOLUTION**

(Set forth at this point in the notice as actually mailed and published this resolution in full.)

It is hereby determined that the notice herein provided of such hearing is reasonably calculated to inform the parties of the proceedings concerning the District which may directly and adversely affect their legally protected interests.

**Section 13. Repeal.**

All resolutions, or bylaws, or parts thereof, in conflict herewith are hereby repealed. This repealer shall not be construed to revive any resolution, order, or bylaw or part thereof, heretofore repealed.

**Section 14. Severability.**

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

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  
Published: January 29, 2021  
Legal No: 71923

# Memo

Attn: Scott R. Baxter

City of Casper

200 N. David St.

Casper, WY 82601

Mr. Scott Baxter,

I am writing you in regards to the Casper City Council Resolution No. 21-8 as presented and passed in the Casper City Council Minutes during their regular session on January 19, 2021. During this resolution the Council passed a motion to declare the City of Casper's intent to create a local assessment district for construction of local improvements and to assess the cost or portion of on the property benefited.

I am a property owner of Lot 6 representing 2.786 acres within the proposed Coates road LAD. This letter is to inform you of my formal objection of the added tax on property owners within the subdivision for the proposed asphalt surfacing projects that would result in an estimated assessment on all property owners of \$62,480 of which \$4,390 represents the portion for property owned by myself.

Please contact me if you for any other inquiries or questions on this objection.

Seth Coursen

4270 Coates Rd.

Casper WY 82604

City Clerk  
200 N. David  
Casper, WY 82601

Gulley  
4390 Coates Road  
Casper, WY 82604

RE: LAD 158

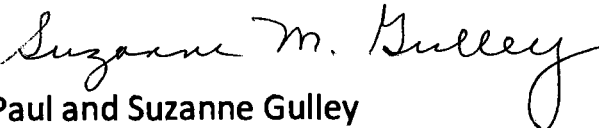
To Whom It May Concern:

This letter is in response to the creation of Local Assessment District 158 and the proposed project to construct asphalt surfacing to Coates Road.

Our position concerning this project is that at this time for this property it is not feasible to be able to participate in this endeavor. The financial burden is too big a strain on an already compromised budget. Our business has been hit extremely hard during this COVID-19 pandemic. For us to take on any additional financial obligation would be devastating and an exercise in self-destruction. We are not interested in any type of loan assistance for the same above stated reasons.

Therefore at this time we are unable to support the LAD 158 project for asphalt surfacing of Coates Road.

Sincerely,



Paul and Suzanne Gulley  
4390 Coates Road  
Casper, WY 82604

COATES ROAD LAD  
 ASPHALT SURFACING PROJECT  
 ESTIMATED ASSESSMENT SUMMARY LIST  
 (01/22/2020)

PROPERTY OWNERS	MAILING ADDRESS	PHONE NUMBER	LEGAL DESCRIPTIONS	ESTIMATED ASSESSMENT	PROPORTIONS	ACRES
Paul & Suzanne Gulley 4390 Coates Road Casper, WY 82604	Paul & Suzanne Gulley 4390 Coates Road Casper, WY 82604		LOT 3	\$6,478.23	10.368%	4.111
Stuart K. Bittleston 4380 Coates Road Casper, WY 82604	Stuart K. Bittleston PO Box 2774 Mills, WY 82644		LOT 4	\$3,159.53	5.057%	2.005
Joel & Ida Biggs 4350 Coates Road Casper, WY 82604	Joel & Ida Biggs 4350 Coates Road Casper, WY 82604		LOT 5	\$5,572.13	8.918%	3.536
Seth Coursen 4270 Coates Road Casper, WY 82604	Seth Coursen 4270 Coates Road Casper, WY 82604		LOT 6	\$4,390.26	7.027%	2.786
Robert & Andrea Strohman 4145 Coates Road Casper, WY 82604	Robert & Andrea Strohman 4145 Coates Road Casper, WY 82604		LOT 10	\$3,503.07	5.607%	2.223
Michael Johnson 4215 Coates Road Casper, WY 82604	Michael Johnson 4215 Coates Road Casper, WY 82604		LOT 11	\$3,588.16	5.743%	2.277
James Siri 4360 Coates Road Casper, WY 82604	James Siri 4360 Coates Road Casper, WY 82604		PART OF LOT 2	\$6,903.70	11.049%	4.381
Donald & Lynn Jackson 4110 Coates Road Casper, WY 82604	Donald & Lynn Jackson 4110 Coates Road Casper, WY 82604		PART OF LOT 8	\$3,216.26	5.148%	2.041
Tommy & Cheryl Juarez 4085 Coates Road Casper, WY 82604	Tommy & Cheryl Juarez 4085 Coates Road Casper, WY 82604		PART OF LOT 9	\$3,336.03	5.339%	2.117
James B. Jackson Living Trust 4255 Coates Road Casper, WY 82604	James B. Jackson Living Trust 4255 Coates Road Casper, WY 82604		PART OF LOT 12	\$3,146.93	5.037%	1.997
Juanita Garnier 4355 Coates Road Casper, WY 82604	Juanita Garnier 4355 Coates Road Casper, WY 82604		PART OF LOT 14	\$3,151.66	5.044%	2.000
William & Deborah Shughart 4190 Coates Road Casper, WY 82604	William & Deborah Shughart 4190 Coates Road Casper, WY 82604		PART OF LOTS 2 & 7 (4190)	\$3,151.66	5.044%	2.000
Ronald Franck 4200 Coates Road Casper, WY 82604	Ronald Franck 11200 Lockner Road Casper, WY 82604		PART OF LOTS 2 & 7 (4200)	\$3,151.66	5.044%	2.000
Judith McGee 4315 Coates Road Casper, WY 82604	Judith McGee 4315 Coates Road Casper, WY 82604		PART OF LOTS 12 & 13	\$3,146.93	5.037%	1.997
Doug & Marianne Mabey 4375 Coates Road Casper, WY 82604	Doug & Marianne Mabey 4375 Coates Road Casper, WY 82604		PART OF LOTS 12, 13 & 14	\$1,265.39	2.025%	0.803
Gavin & Debra Donnelly 4355 Coates Road Casper, WY 82604	Gavin & Debra Donnelly 4355 Coates Road Casper, WY 82604		PART OF LOTS 13 & 14	\$3,143.78	5.032%	1.995
Richard & Elizabeth Horsch 4425 Coates Road Casper, WY 82604	Richard & Elizabeth Horsch 4425 Coates Road Casper, WY 82604		PART OF LOTS 12, 13 & 14	\$1,883.11	3.014%	1.195
City of Casper 200 N. David St. Casper, WY 82601	City of Casper 200 N. David St. Casper, WY 82601		PART OF LOT 9	\$291.53	0.467%	0.185
TOTAL ASSESSMENT AMT.				\$62,480.00	100.000%	39.649



City of Casper  
Public Services Department  
Casper, Wyoming  
82601



January 22, 2021

To: Property Owners and Residents – Coates Road Asphalt Surfacing

Subject: **Public Hearing to Consider the Creation of Local Assessment District 158, Coates Road Asphalt Surfacing Project.**

Dear Property Owner/Resident:

As you probably are aware, the City of Casper is proposing a project to construct asphalt surfacing on Coates Road from State Highway 220 (CY Avenue) running south for approximately one-half mile (1/2 mile). The improvements include reconditioning and compaction of the existing road, installation of four-inch (4”) thick asphalt, and miscellaneous items (such as water valve lid adjustments) to complete the project. A map showing the proposed project area is attached.

A neighborhood meeting was held at Boyd Avenue Baptist Church, 1930 Boyd Avenue, on November 9<sup>th</sup>, 2020, to discuss the proposed improvements, the anticipated costs, and the proposed assessments. The procedure for creating a LAD, along with the ability for property owners to object, was also discussed, as was the proposed method of assessment and payment. In response to the neighborhood meeting, on January 19<sup>th</sup>, 2021, the Casper City Council passed a resolution declaring the intent of the City of Casper to create Local Assessment District No. 158, to authorize the construction of the improvements, and to assess the cost onto the benefitted property owners. A copy of the “NOTICE OF INTENT TO CREATE, CITY OF CASPER, WYOMING, LOCAL ASSESSMENT DISTRICT NO. 158,” in which a full copy of the resolution is enclosed.

All written remonstrances and objections to the proposed improvements must be filed in writing with the City Clerk on or before Friday, the 12<sup>th</sup> day of February, 2021, at the hour of 12:00 o'clock Noon. Casper City Council will now consider an ordinance to formally create Local Assessment District 158, and begin the process to construct the improvements. The City Council will meet in the City Council Chambers, 200 North David Street, in said City on Tuesday, the 16th day of February, 2021, at the hour of 6:00 p.m., for the purpose of considering any and all remonstrances and objections to said proposed improvements. This process includes a formal public hearing to allow property owners within the proposed LAD boundary to express their sentiments about the LAD creation. Property owners are invited to the Council Meeting to speak for or against the project, if they so desire. After the public hearing, Council may elect to pass on first reading of three (3) readings, an ordinance creating the LAD. Three readings are necessary to officially adopt an ordinance creating a LAD. Should the LAD formation process proceed uninterrupted, a time period of approximately four (4) weeks will elapse after the first reading until final adoption.

If the LAD creation is successful, the City Engineering Office will complete the design of the planned improvements. With the exception of the installation of curbside, city crews will construct the

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 Fax-235-7553
---	---	---	--	---	---

remainder of the improvements. The properties will be assessed the full cost for a contractor to install the curbside and only the material cost for the remainder of the improvements.

The City Engineering Office is estimating the project cost of Local Assessment District 158 to be \$187,440, but only one-third (1/3) of the total cost will be attributed to the property owners. This results in an estimated assessed value of \$1,575.83 for each acre of land accessed by Coates Road within the City limits. Should actual prices be less than estimated, the actual prices will be used for the property assessments. Wyoming State Statutes provide a limitation of 10 percent (10%) increased price for underestimates.

If you have questions or comments, feel free to contact me at 235-8341.

Sincerely,



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

Attachments:

- 1) LAD No. 158 map
- 2) "NOTICE OF INTENT TO CREATE, CITY OF CASPER, WYOMING, LOCAL ASSESSMENT DISTRICT NO. 157"

# PRELIMINARY ASSESSMENTS MAP

THIS DRAWING IS SET UP FOR PRINTING & SCALING ON 11"x17" PAPER SIZE ONLY.

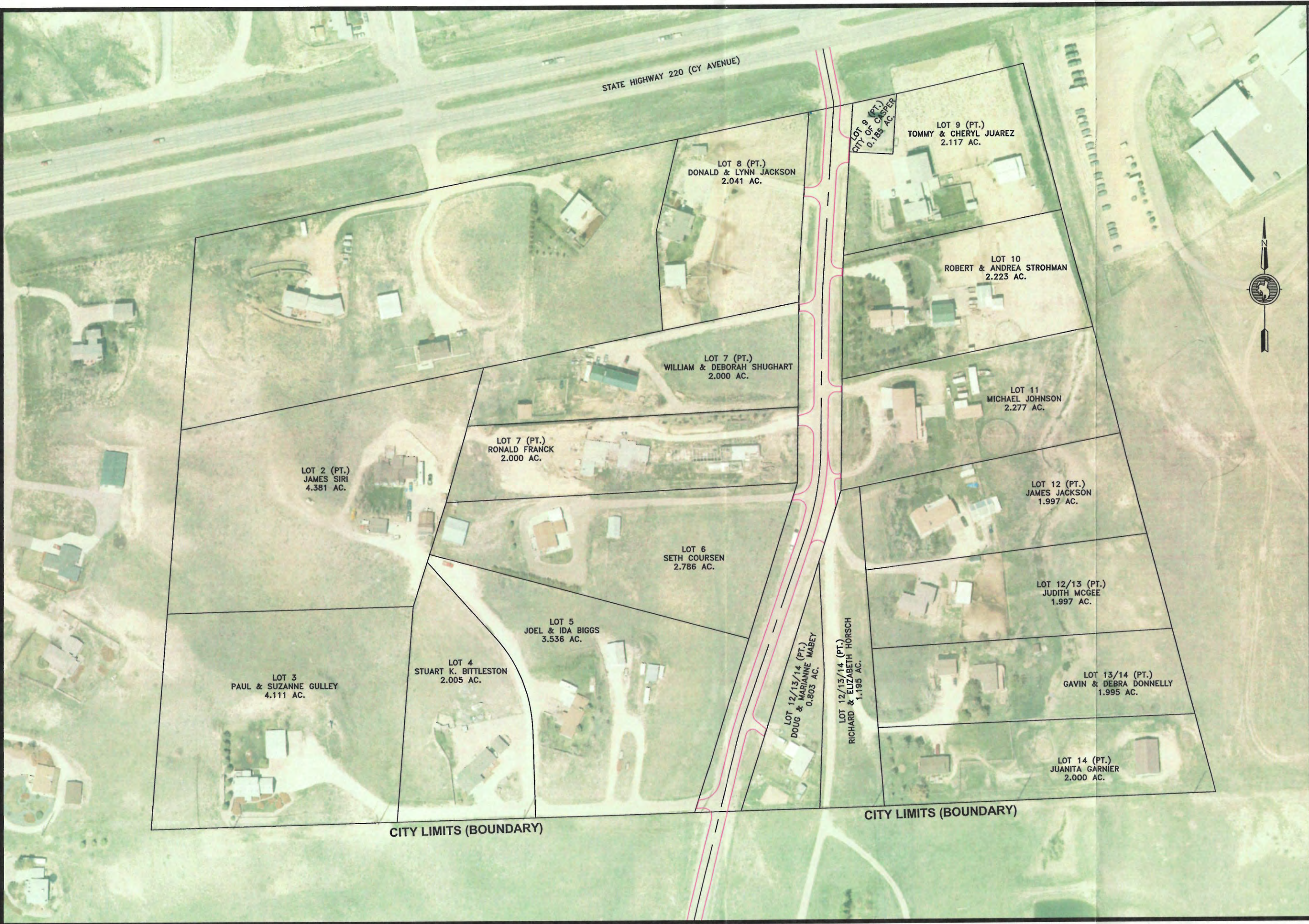
No.	Revision/Issue	Date

**CITY OF CASPER ENGINEERING**  
 200 N. DAVID  
 CASPER, WY  
 82601

**COATES ROAD LOCAL ASSESSMENT DISTRICT NO. 158**

CASPER, WY  
 PROJECT NO. 20-037

Date	1/22/21	Sheet	<b>A</b>
Drawn	SRB		
Scale	1"=160'		



STATE HIGHWAY 220 (CY AVENUE)

LOT 9 (PT.)  
CITY OF CASPER  
0.182 AC.

LOT 9 (PT.)  
TOMMY & CHERYL JUAREZ  
2.117 AC.

LOT 8 (PT.)  
DONALD & LYNN JACKSON  
2.041 AC.

LOT 10  
ROBERT & ANDREA STROHM  
2.223 AC.

LOT 7 (PT.)  
WILLIAM & DEBORAH SHUGHART  
2.000 AC.

LOT 11  
MICHAEL JOHNSON  
2.277 AC.

LOT 2 (PT.)  
JAMES SIRI  
4.381 AC.

LOT 7 (PT.)  
RONALD FRANCK  
2.000 AC.

LOT 12 (PT.)  
JAMES JACKSON  
1.997 AC.

LOT 6  
SETH COURSEN  
2.786 AC.

LOT 5  
JOEL & IDA BIGGS  
3.536 AC.

LOT 12/13 (PT.)  
JUDITH MCGEE  
1.997 AC.

LOT 3  
PAUL & SUZANNE GULLEY  
4.111 AC.

LOT 4  
STUART K. BITTLESTON  
2.005 AC.

LOT 12/13/14 (PT.)  
DOUG & MARIANNE MABEY  
0.803 AC.

LOT 12/13/14 (PT.)  
RICHARD & ELIZABETH HORSCH  
1.195 AC.

LOT 13/14 (PT.)  
GAVIN & DEBRA DONNELLY  
1.995 AC.

LOT 14 (PT.)  
JUANITA GARNIER  
2.000 AC.

CITY LIMITS (BOUNDARY)

CITY LIMITS (BOUNDARY)



RESOLUTION NO. 21-8

A RESOLUTION DECLARING THE INTENT OF THE CITY OF CASPER, WYOMING, TO CREATE A LOCAL ASSESSMENT DISTRICT NO. 158 IN SAID CITY; TO AUTHORIZE THE CONSTRUCTION OF LOCAL IMPROVEMENTS THEREIN; AND TO ASSESS THE COST OR PORTION THEREOF ON THE PROPERTY BENEFITTED THEREBY.

WHEREAS, the City Council of the City of Casper, herein called the "Council" and the "City" respectively, has determined and does hereby determine to establish a local assessment district for the purpose of causing to be constructed therein certain local improvements hereinafter described; and,

WHEREAS, the Council will hold one hearing for the purpose of hearing objections to said improvements.

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

Section 1. Declaration of Intention to Make Improvements.

The Council does hereby declare its intention to make certain local improvements consisting of asphaltic concrete pavement, and work incidental thereto, on the streets and intersections hereinafter designated and to assess the cost thereof on the property benefitted thereby and included within the proposed local assessment district herein described.

Section 2. Name of District; Combination of Improvements.

The Council has determined and does hereby determine that:

- A. The local assessment district herein described, as such might hereinafter be modified, shall be known as the "City of Casper, Wyoming, Local Assessment District No. 158" (herein called the "District");
- B. More than one improvement shall be combined in the District as the combination of improvements hereafter described is both efficient and economical; and,
- C. As certain improvements are separate and distinct by reason of a substantial difference in character, location, method of assessment, and otherwise, the estimated costs thereof shall be segregated for the levy of assessments and an equitable share of the incidental costs shall be allocated to each improvement. For this purpose, the following improvements are hereby recognized as separate and distinct.
  1. Asphaltic concrete pavement.



Section 3. Location of Paving Improvements.

The City proposes to establish grades for the following named streets, intersections, and parts of streets, within the City between the termini specified, as such are set forth on the official plats of the subdivisions or additions in said City, now on file and of record, as follows:

LOCATION OF ROADWAY PAVING IMPROVEMENTS

<u>STREET</u>	<u>WIDTH</u>	<u>PROPOSED IMPROVEMENT</u>
1. Coates Road	26.0'	Asphaltic Concrete Pavement

The width in feet of said road, hereinabove set forth, is measured from the edge of the blacktop to the edge of the blacktop on each side.

Section 4. Description of Paving Improvements.

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

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

Section 5. Boundaries of the District.

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

Skyline Ranches

Lots 2-7, Lot 8 (East Half), Lots 9-14

Section 7. Determination of Benefits.

The City Council has determined, and does hereby determine, that the method of assessment will result in a distribution of costs among property owners in proportion to the special benefits conferred by the improvements, and that any other method of assessment would result in an inequitable distribution of costs among some owners whose property is benefitted by the improvements.

Section 8. Method of Assessment.

- A. Paving Improvements. Each piece of property with access to the road in or along which the improvements are to be made shall be assessed by the following method:
  - 1. Each property shall be assessed on the basis of its acreage so that the total assessment on each piece of property shall be in proportion to the total accessible acreage of the property to be assessed for the same improvement.

- B. **Assessment Liens.** Notwithstanding any provision to the contrary, the assessment shall be levied and an assessment lien attached on all, or a piece, of benefitted property so as to avoid the imposition of a lien upon a part of the subdivided lot or partial lot under common ownership and use.

#### Section 9. Estimated Costs.

The City of Casper has agreed to design the improvements in-house. The construction of the improvements will be performed by a qualified contractor with the lowest competitive bid. The properties will be assessed the full cost for a contractor to install the asphalt pavement, plus the cost of engineering.

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

1. The estimated contract price for installation of asphalt pavement is \$ 171,820.
2. The estimated cost for engineering is \$ 15,620.
3. The estimated total cost of the total improvement project is \$ 187,440.
4. The estimated assessable costs for each acre of property are as follows:
  - a. All Improvements \$1,575.83 per acre.
5. The estimated project cost of the Local Assessment District is \$187,440, which includes all improvements.

The City's funding source will be from 1%#16 funds for miscellaneous street improvements.

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

#### Section 10. Maintenance.

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

#### Section 11. Hearing.

The City Council of said City will meet in the City Council Chambers, 200 North David Street, in

said City on Tuesday, the 16th day of February, 2021, at the hour of 6:00 p.m., for the purpose of considering any and all remonstrances and objections to said proposed improvements. All written remonstrances and objections to said proposed improvements must be filed in writing with the City Clerk on or before Friday, the 12<sup>th</sup> day of February, 2021, at the hour of 12:00 o'clock Noon, a time not more than fifteen (15) days after the publication of the Resolution of Intent to create said District.

Section 12. Notice of Hearing.

The City Clerk shall give at least fifteen (15) days notice to all legal owners of record of the property liable to said assessment for said proposed improvements and to all persons interested, by publishing this resolution in one issue of the *Casper Star-Tribune*, a newspaper published in the City of Casper and of general circulation therein. In addition to such publication, the City Clerk shall mail a copy of the notice of this Resolution of Intent, postage prepaid, at least fifteen (15) days prior to the hearing, to each legal owner of property within the proposed District and to all persons interested. This Resolution, when published as a notice, shall have the title or caption specified in Section 15-6-202, Wyoming Statutes, 1977, as amended, and shall be in substantially the following form:

NOTICE OF INTENT TO CREATE CITY OF CASPER,  
WYOMING, LOCAL ASSESSMENT DISTRICT NO. 158.

Notice to all persons liable to assessment for the roadway improvements of Coates Road. The governing body of the City of Casper on the 19<sup>th</sup> day of JANUARY, 2021, passed the following resolution of intention.

RESOLUTION

(Set forth at this point in the notice as actually mailed and published  
this resolution in full.)

It is hereby determined that the notice herein provided of such hearing is reasonably calculated to inform the parties of the proceedings concerning the District which may directly and adversely affect their legally protected interests.

Section 13. Repeal.

All resolutions, or bylaws, or parts thereof, in conflict herewith are hereby repealed. This repealer shall not be construed to revive any resolution, order, or bylaw or part thereof, heretofore repealed.

Section 14. Severability.

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

PASSED, APPROVED, AND ADOPTED this 19<sup>th</sup> day of Jan., 2021.

APPROVED AS TO FORM:

*[Signature]*

ATTEST:

*[Signature]*

Fleur Tremel  
City Clerk



CITY OF CASPER, WYOMING  
A Municipal Corporation

*[Signature]*

Steven K. Freel  
Mayor

ORDINANCE NO.8-21

AN ORDINANCE CREATING CITY OF CASPER, WYOMING, LOCAL ASSESSMENT DISTRICT NO. 158 (HEREINAFTER CALLED THE "DISTRICT"); ORDERING THE CONSTRUCTION OF IMPROVEMENTS THEREIN; DESCRIBING THE SAME, DIRECTING THE PREPARATION OF PLANS AND SPECIFICATIONS THEREFOR; PROVIDING FOR THE PUBLICATION OF NOTICE TO CONTRACTORS; FIXING THE BOUNDARIES OF SAID DISTRICT; RATIFYING ACTION PREVIOUSLY TAKEN; AND, PRESCRIBING DETAILS IN CONNECTION WITH SAID DISTRICT.

WHEREAS, pursuant to Title 15, Chapter 6, Wyoming Statutes, 1977, as amended, on the 19<sup>th</sup> day of January, 2021, the City Council (hereinafter called the "Council") of the City of Casper, Wyoming, (hereinafter called the "City") adopted a resolution declaring the intention of said Council to establish the City of Casper, Wyoming, Local Assessment District No. 158, to authorize the construction of certain local improvements therein, and to assess the cost or portion thereof of the local improvements on the property benefited thereby; and,

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

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

WHEREAS, a public hearing shall be held on the first reading of this ordinance, February 16, 2021.

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

Section 1. Creation of District.

That there be, and there hereby is created and established within the corporate limits of the City of Casper, Wyoming, a local improvement district for the purpose of making certain local improvements consisting of asphaltic concrete pavement on the roads hereinafter designated, and, to assess the cost thereof (except as hereinafter provided) on the property benefited thereby and included within the Local Assessment District herein described.

Section 2. Name of District.

The Council has determined and does hereby determine that:

- A. The Local Assessment District herein described, as such might hereinafter be modified, shall be known as the "City of Casper, Wyoming, Local Assessment District No. 158";

Section 3. Location of Paving Improvements.

The City proposes to establish grades for the following named streets, intersections, and parts of streets, within the City between the termini specified, as such are set forth on the official plats of the subdivisions or additions in said City, now on file and of record, as follows:

LOCATION OF ROADWAY PAVING IMPROVEMENTS

<u>STREET</u>	<u>WIDTH</u>	<u>PROPOSED IMPROVEMENT</u>
1. Coates Road	26.0'	Asphaltic Concrete Pavement

The width in feet of said road, hereinabove set forth, is measured from the edge of the blacktop to the edge of the blacktop on each side.

Section 4. Description of Paving Improvements.

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

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

Section 5. Boundaries of the District.

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

Skyline Ranches

Lots 2-7, Lot 8 (East Half), Lots 9-14

Section 6. Determination of Benefits.

The City Council has determined, and does hereby determine, that the method of assessment will result in a distribution of costs among property owners in proportion to the special benefits conferred by the improvements, and that any other method of assessment would result in an inequitable distribution of costs among some owners whose property is benefitted by the improvements.

Section 7. Method of Assessment.

- A. Paving Improvements. Each piece of property with access to the road in or along which the improvements are to be made shall be assessed by the following method:
  - 1. Each property shall be assessed on the basis of its acreage so that the total assessment

on each piece of property shall be in proportion to the total accessible acreage of the property to be assessed for the same improvement.

- B. Assessment Liens. Notwithstanding any provision to the contrary, the assessment shall be levied and an assessment lien attached on all, or a piece, of benefitted property so as to avoid the imposition of a lien upon a part of the subdivided lot or partial lot under common ownership and use.

#### Section 8. Estimated Costs.

The City of Casper has agreed to design the improvements in-house. The construction of the improvements will be performed by a qualified contractor with the lowest competitive bid. The properties will be assessed the full cost for a contractor to install the asphalt pavement, plus the cost of engineering.

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

1. The estimated contract price for installation of asphalt pavement is \$ 171,820.
2. The estimated cost for engineering is \$ 15,620.
3. The estimated total cost of the total improvement project is \$ 187,440.
4. The estimated assessable costs for each acre of property are as follows:
  - a. All Improvements \$1,575.83 per acre.
5. The estimated project cost of the Local Assessment District is \$187,440, which includes all improvements.

The City's funding source will be from 1%#16 funds for miscellaneous street improvements.

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

#### Section 9. Direction to Engineer to Proceed.

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

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

Section 10. Maintenance of Improvements.

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

Section 11. Ratification.

All action heretofore taken by the City and officers thereof, directed toward the creation of the City of Casper, Wyoming, Local Assessment District No. 158, the improvement of property therein and the levy of assessments therefor, be, and the same hereby is, ratified, approved, and confirmed.

Section 12. Severability.

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

Section 13. Repealer.

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

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Section 14. Authorization of Officers and Employees.

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

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

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

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

APPROVED AS TO FORM:

  
\_\_\_\_\_


ATTEST:


CITY OF CASPER, WYOMING  
A Municipal Corporation

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

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

February 3, 2021

MEMO TO: J. Carter Napier, City Manager 

FROM: Liz Becher, Community Development Director 

SUBJECT: Public Hearing for Consideration of a Resolution certifying Annexation compliance with Title 15, Chapter 1, Article 4 of the Wyoming State Statutes to determine if the Annexation of the South Robertson Road Addition to the City of Casper complies with W.S. §15-1-402.

**Meeting Type & Date:**

Regular Council Meeting, February 16, 2021

**Action Type:**

Public hearing and resolution

**Recommendation:**

That Council, by resolution, make findings that the annexation of the South Robertson Road Addition complies with W.S. §15-1-402.

**Summary:**

Pursuant to the Wyoming State Statutes pertaining to annexations, as amended, Council must find that any annexation complies with certain conditions related to the suitability and feasibility of the annexation. In addition, the Council must also accept an annexation report prepared to outline the costs and benefits of the annexation to the City and to the future owners of the property to be annexed.

The City Council initiated an annexation of fifteen (15) unplatted parcels, generally located east of Robertson Road, and north of the Robertson Road river crossing, on December 15, 2020. Several property owners in the area are already connected to City utilities; however, many of the properties currently use wells and septic systems. The subject area is surrounded on all four (4) sides by the City limits, is located within the City of Casper's Urban Growth Boundary, and is therefore, appropriate for annexation, and the provision of City services. The area is approximately 28.5-acres in total size, and consists of both developed and undeveloped properties. The proposed zoning of the area is AG (Urban Agriculture), and the existing and future land use will be low-density residential. The minimum lot size in the AG (Urban Agriculture) zoning district is one (1) acre, when water and sewer are available; therefore, the area can support up to twenty-eight (28) dwelling units at full buildout. There are currently twelve (12) dwelling units in the area; therefore, the area can potentially support the development of sixteen (16) additional dwelling units, under current AG (Urban Agriculture) zoning regulations.

In approving the resolution, the Council is formally making the following findings:

1. The annexation of the area is for the protection of health, safety, and welfare of the persons residing in the area and in the City because public utilities, including water and/or sewer, will be made available to the property owners.
2. The urban development of the area will constitute a natural, geographical, economical, and social part of the City because the area is adjacent to properties currently located within the City limits of Casper. The area is not isolated by any natural or manmade features and is a natural extension of the City limits.
3. The annexation of the area is a logical and feasible addition to the City and the extension of basic and other services customarily available to the residents of the City can reasonably be furnished to the area because the area is adjacent to properties currently being served by City services. The area can be serviced without the need for additional City-funded infrastructure such as water trunk lines, booster stations, or storage tanks. The City of Casper will not have to expend capital dollars on emergency response or public works equipment, nor hire additional personnel to serve this area.
4. The annexation of the area is contiguous with, and adjacent to the City limits.
5. The City does not operate its own electric utility. Rocky Mountain Power Company will provide electric service for the area, as they do for the balance of the City of Casper.
6. All of the conditions required and set forth in Wyoming State Statute 15-1-402(c) exist and the required procedures for the annexation of the area have been met. An annexation report was prepared pursuant to Wyoming State Statute 15-1-402(c) and was disseminated to affected landowners and utility companies according to Wyoming Law.
7. The time and place for the public hearing to determine whether the proposed annexation complies with Wyoming State Statute 15-1-402 was published in the Casper Star-Tribune twice; a minimum of 15-days prior to the final public hearing, and notice will be given as provided by Wyoming State Statute 15-1-405.

The annexation report, prepared pursuant to Wyoming State Statute §15-1-402, offers information that provides support for the findings as required by Statute. The annexation report concludes that the City can provide public services to these properties without additional staff, equipment, or immediate facility/infrastructure expansion.

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

**Financial Considerations:**

Not Applicable

**Oversight/Project Responsibility:**

Craig Collins, AICP, City Planner – Community Development Department

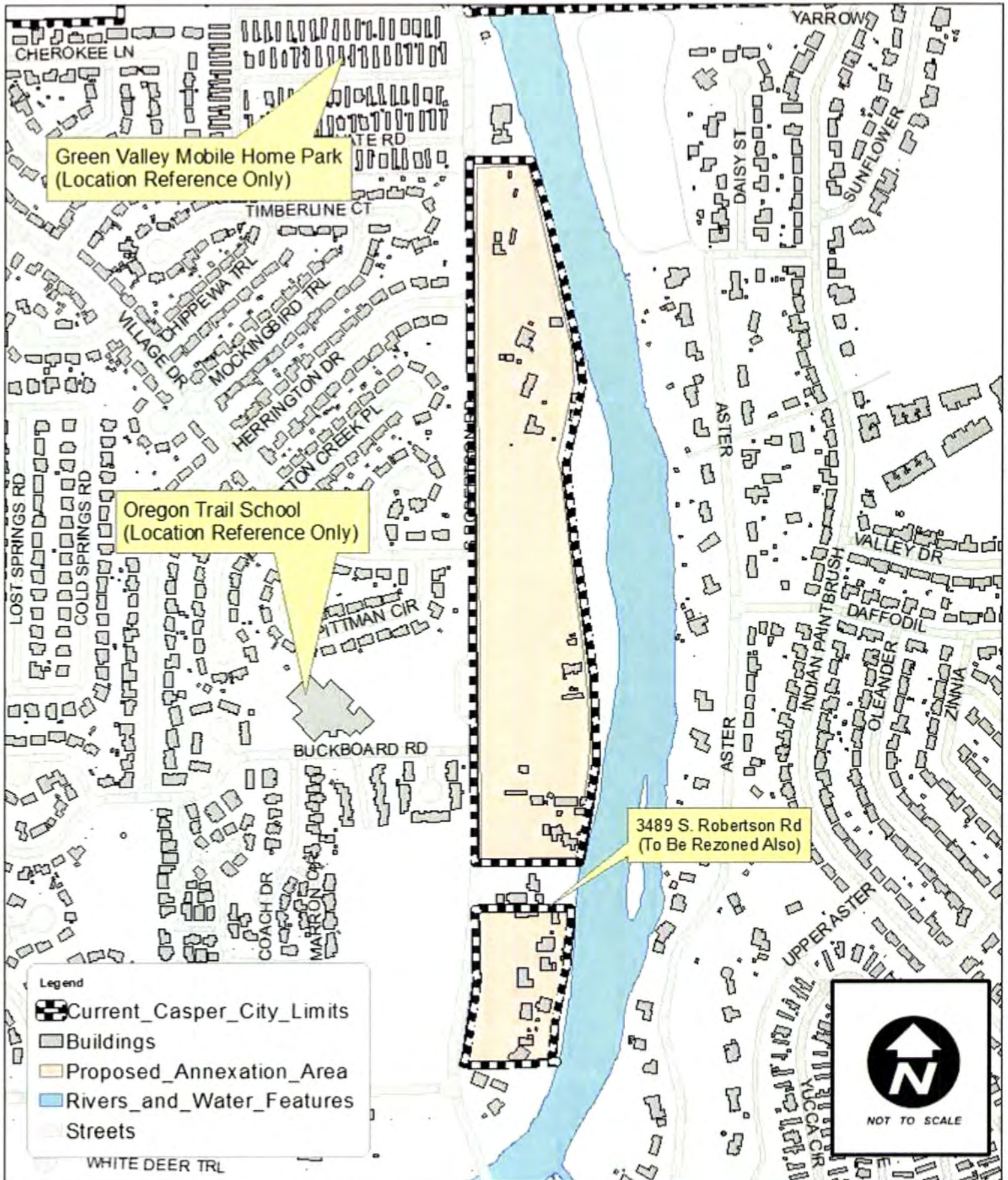
**Attachments:**

Location Map

Resolution

Annexation Study

# Approximate Boundary of Proposed Annexation Area "East Robertson Road Addition"



RESOLUTION NO. 21-17

A RESOLUTION FINDING FACTS PURSUANT TO WYOMING STATUTE 15-1-402 REGARDING THE ANNEXATION OF THE EAST ROBERTSON ROAD ADDITION

WHEREAS, the hearing to determine whether the above-described area, located east of Robertson Road, and north of the Robertson Road river crossing, and consisting of fifteen (15) parcels/lots, is eligible for annexation and otherwise meets the requirements of Wyoming State Statute 15-1-402 was properly set for hearing before the Casper City Council, notice thereof being properly published and given pursuant to Wyoming State Statute 15-1-405; and,

WHEREAS, the City Council, pursuant to Wyoming State Statute 15-1-402, is required to consider and make certain findings prior to the above-described property is eligible for annexation.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the following findings of facts have been and are hereby found, based on the record in this matter, by the governing body of the City of Casper.

1. The annexation of the area is for the protection of health, safety, and welfare of the persons residing in the area and in the City because public utilities, including water and/or sewer, are available to the property, as are all other City services, including, but not limited to, Emergency Services.
2. The urban development of the area will constitute a natural, geographical, economical, and social part of the City because the area is entirely surrounded by properties currently located within the City limits of Casper. The area is not isolated by any natural or man-made features and is a natural extension of the City limits.
3. The annexation of the area is a logical and feasible addition to the City and the extension of basic and other services customarily available to the residents of the City can reasonably be furnished to the area because the area is adjacent to properties currently being served by City services. The area can be serviced without the need for additional City-funded infrastructure such as water trunk lines, booster stations, or storage tanks. The City of Casper will not have to expend capital dollars on emergency response or public works equipment, nor hire additional personnel to serve this area.
4. The annexation of the area is contiguous with, and adjacent to, the City limits on all four sides.

5. The City does not operate its own electric utility. Rocky Mountain Power will provide electric service for the area, as they do for the balance of the City of Casper.
6. All of the conditions required and set forth in Wyoming State Statute 15-1-402(c) exist and the required procedures for the annexation of the area have been met. This annexation report was prepared pursuant to Wyoming State Statute 15-1-402(c) and was disseminated to affected landowners and utility companies according to Wyoming Law.
7. Legal notice specifying the date, time, and place for a public hearing to determine whether or not the proposed annexation complies with Wyoming State Statute 15-1-402 was published in the Casper Star-Tribune twice, at least fifteen (15) days prior to the public hearing, and notice was given as provided by Wyoming State Statute 15-1-405.

PASSED, APPROVED, AND ADOPTED this \_\_\_ day of \_\_\_\_\_, 20\_\_.

APPROVED AS TO FORM:



ATTEST:

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

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

# South Robertson Road Addition

2021 ANNEXATION REPORT

PREPARED BY:

CITY OF CASPER  
COMMUNITY DEVELOPMENT DEPARTMENT



## PURPOSE

This report, a statutory requirement of annexations, is in general terms, a cost/benefit analysis meant to provide the City and affected property owners a clear picture of the financial consequences of annexing properties into the City of Casper.

## BACKGROUND INFORMATION / DESCRIPTION OF AREA

The City Council initiated an annexation of fifteen (15) unplatted parcels, generally located east of Robertson Road, and north of the Robertson Road river crossing, on December 15, 2020. Several property owners in the area are already connected to City utilities; however, many of the properties currently use wells and septic systems. The subject area is surrounded on all four (4) sides by the City limits, is located within the City of Casper's Urban Growth Boundary, and is therefore, appropriate for annexation, and the provision of City services. The area is approximately 28.5-acres in total size, and consists of both developed and undeveloped properties. The proposed zoning of the area is AG (Urban Agriculture), and the existing and future land use will be low-density residential. The minimum lot size in the AG (Urban Agriculture) zoning district is one (1) acre, when water and sewer are available; therefore, the area can support up to twenty-eight (28) dwelling units at full buildout. There are currently twelve (12) dwelling units in the area; therefore, the area can potentially support the development of sixteen (16) additional dwelling units, under current AG (Urban Agriculture) zoning regulations.

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

▪ Estimated Population increase (full buildout)	69 (2.45 persons per household x 28 DU's)
▪ Yearly sales tax revenue for City	\$39,054 (\$566 x 69 persons at full buildout)
▪ Yearly property tax revenue (@ 8 mills)	\$4,256 (28 DU's @ \$200K average prop val)
▪ Area within designated Growth Boundary	Yes
▪ Potential building permit revenue (16 new homes)	\$26,896 (\$1,681 x 16 new \$200K homes)
▪ Surveying	\$10,000 (Paid by City)
▪ Transit/Bus	Area is not currently served
▪ Municipal Code Compliance	Existing land uses are compliant
▪ Proposed zoning classification	AG (Urban Agriculture)
▪ Maximum Density at full buildout	28 Dwelling Units
▪ Existing Density	12 Dwelling Units

## DEVELOPMENT COSTS

There will not be any City-borne infrastructure development costs as a result of this annexation. Access to the property exists from Robertson Road, which is a fully constructed and operational, County-owned and City-maintained road. In that, the subject property is located in an infill location, all water, sewer and dry utilities necessary to serve the existing properties, as well as future growth, are presently in place.

## STATUTORY REQUIREMENTS

Wyoming Statute 15-1-402 sets specific requirements with regard to the annexation process and the supporting documentation. Subsection (c) requires that an annexing municipality prepare an annexation report, which shall, at a minimum, contain:

- (i) A map of the area proposed to be annexed showing identifiable landmarks and boundaries and the area which, as a result of the annexation, will then be brought within one-half (1/2) mile of the new corporate limits of the City, if it has exercised the authority granted under W.S. 15-3-202(b)(ii); (*See appendix for map*).
- (ii) The total estimated cost of infrastructure improvements required of all landowners by the annexing municipality related to the annexation; (*See "Development Costs" section above*).
- (iii) A list of basic and other services customarily available to residents of the city or town and a timetable when those services will reasonably be available to the area proposed to be annexed; (*See individual City Department or Division sections below, all services will be available immediately upon annexation*).
- (iv) A projected annual fee or service cost for services described in paragraph (iii) of this subsection; (*See individual City Department or Division sections below*).
- (v) The current and projected property tax mill levies imposed by the municipality; and, (*See "Economics and Sources of Revenue" section below for tax information*).
- (vi) The cost of infrastructure improvements required within the existing boundaries of the municipality to accommodate the proposed annexation. (*See "Development Costs" section above*).

## COMPLIANCE WITH W.S. 15-1-402.

The annexation of the subject property meets the requirements of W.S. 15-1-402 for the following specific reasons:

1. The annexation of the area is for the protection of health, safety, and welfare of the persons residing in the area and in the City because public utilities, including water and/or sewer, are available to the property, as are all other City services, including, but not limited to Emergency Services.
2. The urban development of the area will constitute a natural, geographical, economical, and social part of the City because the area is directly adjacent to current City properties. The area is not isolated by any natural or man-made features and is a natural extension of the City limits.
3. The annexation of the area is a logical and feasible addition to the City and the provision of basic and other services customarily available to the residents of the

City can reasonably be furnished to the area because the area is surrounded by, and immediately adjacent to, properties currently being served by the City. The area can be serviced without the need for additional City-funded infrastructure such as water trunk lines, booster stations, or storage tanks. The City of Casper will not have to expend capital dollars on emergency response or public works equipment, nor hire additional personnel to serve this area for the foreseeable future.

4. The annexation of the area is contiguous with, and adjacent to, the City limits.
5. The City does not operate its own electric utility. Rocky Mountain Power will provide electric service for the area, as they do for the balance of the City of Casper.
6. All of the conditions required and set forth in Wyoming State Statute 15-1-402(c) exist and the required procedures for the annexation of the area have been met. This annexation report was prepared pursuant to Wyoming State Statute 15-1-402(c) and will be disseminated to affected landowners and utility companies according to Wyoming Law.
7. The time and place for the public hearing to determine whether or not the proposed annexation complies with Wyoming State Statute 15-1-402 will be published in the Casper Star-Tribune twice; a minimum of 15-days prior to the final public hearing, and notice will be given as provided by Wyoming State Statute 15-1-405.

#### **SERVICES TO BE PROVIDED BY THE CITY OF CASPER AND ESTIMATED COSTS.**

Properties located within the City of Casper benefit from all the programs and services of local government. For purposes of this study, the eight (8) departments or divisions that provide direct, basic City services to incorporated properties have been considered to gain a relative measure of service costs. In addition, the report considers the possible effects to the City's transit system, overseen by the Metropolitan Planning Organization (MPO), which is funded in large part by the federal government.

The relative service costs for City services that are attributable to each property within the City of Casper municipal limits were derived by dividing each department's FY 2021 budget by the number of "properties" or "accounts" in the City of Casper (obtained from Public Utility Billing). According to the Public Utilities Division, there are approximately 20,559 residential properties/accounts and 1,874 commercial properties/accounts, for an approximate total of 22,433 properties/accounts in Casper. This analysis is intended to meet the Wyoming State Statutes' requirement to provide estimated service "costs" associated with the annexation. The analysis as presented does not suggest ACTUAL costs that are being incurred by the City, unless specifically noted as such, but attempts to measure the relative impact of the annexation, based on existing budgets and the number of lots/properties served. As is the case with all annexation reports, a second method of estimating costs has also been included, which is based on population rather than the number of properties/accounts in Casper. It is acknowledged that neither method is an

ideal way to determine ACTUAL costs, but instead, both are useful to illustrate the relative financial effects of growth on the organization.

Although the costs provided within this report can, in most cases, be considered theoretical, and are only a consideration of immediate costs/benefits today, it is important for decision-makers to note that in general, whenever the City grows through annexations, and new streets are constructed/improved, or new utilities are constructed, the City also acquires long-term maintenance costs associated with that new infrastructure, even if the improvements are initially paid for by a developer, as is the case with most voluntary annexations. In addition, over the long-term, the incremental expansion of the City requires that City services such as fire, police, sanitation, snow plowing, transit, etc. must also expand, typically, with an inadequate increase in City funding/revenue necessary to cover the yearly provision of those services. It is, more often than not, a misconception that the increased tax revenue that the City receives as a result of annexations will adequately cover the actual long-term costs involved, especially if life-cycle/maintenance costs, and service costs are considered. Incrementally, these continuing costs, over time, can have a negative impact on City finances. For this reason, carefully managing growth to be located in appropriate (infill) areas, and also managing the eventual land uses and densities associated with growth, is a financially conservative strategy that the City must consider to remain solvent over the long term.

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

- \$500-\$600 per lineal foot – Cost to build a standard City (local) street. Equates to \$2,640,000 - \$3,168,000 per mile, and includes curb, gutter, sidewalk, streetlights, asphalt, etc. (Source: CEPI – Civil Engineering Professionals Inc.)
- \$300,000 - \$591,000 per mile – Cost to maintain a local City Street (not collector or arterial) over a 20-year life-cycle. (Source: City Engineering Division)
  - Expected routine maintenance includes:
    - Year 2 – Crack Sealing
    - Year 5 – Chip Seal and Crack Seal
    - Year 7 – Crack Sealing
    - Year 10 – Major Repair/Patching
    - Year 13 – Crack Seal
    - Year 15 – Chip Seal and Crack Seal
    - Year 20 – Reconstruction

#### **POLICE DEPARTMENT COST OF PROVIDING SERVICE:**

The Casper Police Department provides law enforcement services, which consist of answering calls for service, and patrolling the proposed addition. Based on the total budget for the Police Department, and the 22,433 properties served in the City of Casper, it is estimated that the fraction of the Police Department budget that is apportioned to each property/account in the City is \$677 (*\$15,196,734 current Police Department budget, divided by 22,433 properties/accounts in the City*). Based on the potential addition of twenty-eight (28) new lots at full buildout, the total estimated cost would be \$18,956 (*28 lots x \$677*). Because each property/account is unique, and requires different levels of City

resources based on a multitude of factors, such as density, land use, etc., this method of determining cost may not always be an accurate assessment. In this case, if estimated cost were based on total population rather than the number of lots, the analysis would look similar. The addition of sixty-nine (69) persons at full buildout would comprise a 0.11% population increase (*U.S. Census, 2017 estimated population of Casper - 57,814*); therefore, the estimated Police Department service cost (*portion of the total Police Department budget*) that would be attributable to this annexation would be \$16,716 per year ( $\$15,196,734 \times 0.0011$ ) if based on the expected population increase.

The Casper Police Department will not have to make any departmental changes in terms of personnel, equipment or vehicles that involve actual costs to the City as a result of this annexation. Police services will be available immediately upon the completion of the annexation.

#### **FIRE DEPARTMENT COST OF PROVIDING SERVICE:**

The Casper Fire Department provides fire / EMS services, which consist primarily of answering calls for emergency services. Based on the total budget for the Fire Department, and the 22,433 properties served in the City of Casper, it is estimated that the fraction of the Fire Department budget that is apportioned to each property/account in the City is \$418 ( $\$9,366,568$  current Fire Department budget, divided by 22,433 properties). Based on the addition of twenty-eight (28) new lots at full buildout, the total estimated cost would be \$11,704 ( $28$  lots  $\times$   $\$418$ ). Because each property/account is unique, and requires different levels of City resources based on a multitude of factors, such as density, land use, etc., this method of determining cost may not always be an accurate assessment. In this case, if estimated cost were based on total population rather than the number of lots, the analysis would look similar. The addition of sixty-nine (69) persons at full buildout would comprise a 0.11% population increase (*U.S. Census, 2017 estimated population of Casper - 57,814*); therefore, the estimated Fire Department service cost (*portion of the total Fire Department budget*) that would be attributable to this annexation would be \$10,303 per year ( $\$9,366,568 \times 0.0011$ ) if based on the expected population increase.

The Casper Fire Department will not have to make any departmental changes in terms of personnel, equipment or vehicles that involve actual costs to the City as a result of this annexation. Fire service will be available immediately upon the completion of the annexation.

#### **STREETS AND TRAFFIC DIVISIONS COST OF PROVIDING SERVICE:**

The Casper Street Division provides services such as road maintenance, snow-plowing and snow removal. The Traffic Division provides services such as traffic sign installation, streetlight repair, and traffic signal maintenance. Based on the combined total budget for the Street and Traffic Divisions, and the 22,433 properties served in the City of Casper, it is estimated that the fraction of the Street and Traffic budget that is apportioned to each property/account in the City is \$164 ( $\$3,684,159$  current Street/Traffic budget, divided by 22,433 properties). Based on the addition of twenty-eight (28) new lots at full buildout,

the total estimated cost would be \$4,592 (28 lots x \$164). Because each property/account is unique, and requires different levels of City resources based on a multitude of factors, such as density, land use, etc., this method of determining cost may not always be an accurate assessment. In this case, if estimated cost were based on total population rather than the number of lots, the analysis would look similar. The addition of sixty-nine (69) persons at full buildout would comprise a 0.11% population increase (*U.S. Census, 2017-estimated population of Casper - 57,814*); therefore, the estimated Streets/Traffic Division service cost (*portion of the total budget*) that would be attributable to this annexation would be \$4,052 per year ( $\$3,684,159 \times 0.0011$ ) if based on the expected population increase.

The Streets/Traffic Division will not incur additional capital costs as a result of this annexation, and will not need to hire additional personnel or purchase additional equipment to service this property. Streets/Traffic Division service will be available immediately upon the completion of the annexation.

#### **PUBLIC UTILITIES DIVISION (WATER AND SEWER) COST OF PROVIDING SERVICE:**

The Public Utilities Division provides services such as water and sewer service, main maintenance, meter reading, hydrant flushing, meter replacement, and service line installation. The Public Utilities Division is an Enterprise Account and is totally self-funded through various fees.

The City will not incur any capital costs associated with providing water or sewer service to the area because the annexation is located in an infill area, adjacent to existing utility lines. All City costs to provide water and sewer service to the area should be equal to revenues generated by the properties.

#### **SANITATION DIVISION COST OF PROVIDING SERVICE:**

The Sanitation Division provides weekly garbage collection and disposal services. The Sanitation Division is an Enterprise account, which means that the service is entirely paid for by user fees and is not funded out of the City general fund. All sanitation costs should equal the revenues generated by the users. Sanitation service will be available immediately upon the completion of the annexation of the area, should the property owner choose to utilize City Sanitation Division services.

#### **PARKS DIVISION COST OF PROVIDING SERVICE:**

The Parks Division builds and maintains parks, landscaping, sports facilities, open space and trails throughout the City, for the benefit of Casper residents. Based on the total budget for the Parks Division, and the 22,433 properties served in the City of Casper, it is estimated that the fraction of the Parks Division budget that is apportioned to each property/account in the City is \$85 ( $\$1,915,838$  current Parks Division budget, divided by 22,433 properties). Based on the addition of twenty-eight (28) new lots at full buildout, the total estimated cost would be \$2,380 (28 lots x \$85). Because each property/account is unique,

and requires different levels of City resources based on a multitude of factors, such as density, land use, etc., this method of determining cost may not always be an accurate assessment. In this case, if estimated cost were based on total population rather than the number of lots, the analysis would look similar. The addition of sixty-nine (69) persons at full buildout would comprise a 0.11% population increase (*U.S. Census, 2017-estimated population of Casper - 57,814*); therefore, the estimated Parks Division service cost (*portion of the total budget*) that would be attributable to this annexation would be \$2,107 per year ( $\$1,915,838 \times 0.0011$ ) if based on the expected population increase.

The Parks Division will not have to make any departmental changes in terms of personnel, equipment, vehicles or new parks that involve actual costs to the City as a result of this annexation. Parks Division service will be available immediately upon the completion of the annexation.

#### **COMMUNITY DEVELOPMENT DEPARTMENT COST OF PROVIDING SERVICE:**

The Planning, Building/Code Enforcement Divisions provide services related to the inspection of structures as they are constructed, response to citizen complaints regarding violations of the Municipal Zoning Code, permitting and licensing contractors, and future land-use planning for the City. Based on the total budget for the Community Development Department, and the 22,433 properties served in the City of Casper, it is estimated that the fraction of the Community Development budget that is apportioned to each property/account in the City is \$65 ( $\$1,465,552$  *current Planning/Code Enforcement budget, divided by 22,433 properties*). Based on the addition of twenty-eight (28) new lots at full buildout, the total estimated cost would be \$1,820 ( $28 \text{ lots} \times \$65$ ). Because each property/account is unique, and requires different levels of City resources based on a multitude of factors, such as density, land use, etc., this method of determining cost may not always be an accurate assessment. In this case, if estimated cost were based on total population rather than the number of lots, the analysis would look similar. The addition of sixty-nine (69) persons at full buildout would comprise a 0.11% population increase (*U.S. Census, 2017-estimated population of Casper - 57,814*); therefore, the estimated Community Development Department service cost (*portion of the total budget*) that would be attributable to this annexation would be \$1,612 per year ( $\$1,465,552 \times 0.0011$ ) if based on the expected population increase.

The Community Development Department will not need to make any changes that will involve additional costs to the City, as a result of the annexation of the area. Community Development Department service will be available immediately upon the completion of the annexation.

#### **ENGINEERING DIVISION COST OF PROVIDING SERVICE:**

The Engineering Division provides services such as the permitting of curb cuts, public utility locating, investigating drainage concerns, surveying, and oversight of capital

construction projects. Based on the total budget for the Engineering Division, and the 22,433 properties served in the City of Casper, it is that the fraction of the Community Development budget that is apportioned to each property/account in the City is \$39 (*\$885,657 current Engineering Division budget, divided by 22,433 properties*). Based on the addition of twenty-eight (28) new lots at full buildout, the total estimated cost would be \$1,092 (*28 lots x \$39*). Because each property/account is unique, and requires different levels of City resources based on a multitude of factors, such as density, land use, etc., this method of determining cost may not always be an accurate assessment. In this case, if estimated cost were based on total population rather than the number of lots, the analysis would look similar. The addition of sixty-nine (69) persons at full buildout would comprise a 0.11% population increase (*U.S. Census, 2017-estimated population of Casper - 57,814*); therefore, the estimated Engineering Division service cost (*portion of the total budget*) that would be attributable to this annexation would be \$974 per year (*\$885,657 x 0.0011*) if based on the expected population increase.

Current Engineering Division staff levels and equipment are adequate, and there will be no actual cost increase to the Engineering Division as a result of the annexation of the area. Engineering Division service will be available immediately upon the completion of the annexation.

#### **TRANSIT COST OF PROVIDING SERVICE:**

The City of Casper, along with surrounding towns, contracts with the Casper Area Transportation Coalition (CATC), a non-profit group, for transit service. The present contractor, CATC, is a private, non-profit organization governed by a Board of Directors that also oversees CATC's operations. CATC oversees two services:

1. The eponymously named CATC, which is a door-to-door paratransit service, providing transportation for the Casper area's handicapped and elderly populations;
2. The Bus, which is a fixed-route bus transit system.

Casper Area Transit (CAT) is financed through a combination of sources including the City of Casper One-Cent and General Fund, and Federal Transit Administration (FTA) Section 5307 and Section 5316 funds. It is estimated that the fraction of the Transit budget that is apportioned to each property/account in the City of Casper to provide transit service is \$101 (*\$2,270,000 is current Transit Casper and Federal-sourced budget, divided by 22,433 properties*). Based on the addition of twenty-eight (28) new lots at full buildout, the total estimated cost would be \$2,828 (*28 lots x \$101*). Because each property/account is unique, and requires different levels of City resources based on a multitude of factors, such as density, land use, etc., this method of determining cost may not always be an accurate assessment. In this case, if estimated cost were based on total population rather than the number of lots, the analysis would look similar. The addition of sixty-nine (69) persons at full buildout would comprise a 0.11% population increase (*U.S. Census, 2017 estimated population of Casper - 57,814*); therefore, the estimated Transit service cost (*portion of the*



*total budget*) that would be attributable to this annexation would be \$2,497 per year ( $\$2,270,00 \times 0.0011$ ) if based on the expected population increase.

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

## **ECONOMICS AND SOURCES OF REVENUE**

City services are funded through a number of sources, including taxes and service/user fees. As indicated above, the enterprise fund services (water, sewer, and sanitation) are paid for one hundred percent (100%) by service/user fees collected, and do not impact the City's general fund. The remaining City services, which are funded out of the general fund, are supported, in large part, by various taxes and fees for services. The four (4) largest sources of projected general fund revenues for the City in FY21 are "Intergovernmental" (*Sales Taxes, Mineral Royalties, Gasoline Tax, Severance Tax, Gaming Revenue, Automobile Tax, and Direct Distributions*) - (\$27,949,549), "Property Taxes" - (\$4,403,676), "Charges for Goods and Services" - (\$4,307,330) and "License/Permit Fees" - (\$5,939,395).

In general, as properties are developed, license/permit fees will be paid to the City in the form of building permits. Once developed, these areas generate revenues in the form of franchise fees for utilities such as cable, telephone, electricity and natural gas, in addition to ongoing property taxes. With residential annexations, the City typically sees a corresponding increase in sales tax revenue, because in Wyoming, population is used as the basis for determining tax distributions. A cost/benefit analysis is usually more favorable for the City when annexations/growth occur in infill areas, where few, if any, public infrastructure and improvements are needed to service the area, and where adjacent properties are already receiving City services.

Secondary impacts of annexation/development are not easily quantifiable, but are no less important to the community as a whole. With all development, comes construction jobs, sale of construction materials, furniture, furnishings, and numerous direct and indirect support to existing local businesses. In addition to direct employment generated in the construction industry, other employment sectors likely benefit as well, such as, but not limited to, real estate, engineers, environmental testing, architects and utility companies, all of which positively contribute to the overall local economy. The decision as to whether an annexation is appropriate or not is akin to an investment decision, in that the City, and ultimately the citizens, should only invest in development that will pay for itself over time, and ultimately result in a stronger financial position in the future.

## **CONCLUSION**

Assuming the City Council ultimately annexes the property in question; the property owners will receive the same City services that all other properties within the incorporated

City receive. As illustrated throughout this report, the City of Casper can provide these services without incurring any immediate costs related to a need for additional staff, equipment or publicly funded facility expansion or infrastructure. The property is surrounded by, and located directly adjacent to, properties that are already receiving City services; therefore, the proposed annexation can be absorbed into the City of Casper without any noticeable financial or operational effect.

**Summary of Yearly Service Costs by Department/Division**

General Fund Dept./Div.	Estimated Property-Based Cost	Estimated Population-Based Cost
Police	\$18,956	\$16,716
Fire	\$11,704	\$10,303
Streets/Traffic	\$4,592	\$4,052
Parks	\$2,380	\$2,107
Community Development	\$1,820	\$1,612
Engineering	\$1,092	\$974
Transit	\$2,828	\$2,497

Total Yearly Cost	\$43,372	\$38,261
Total 20-Year Cost	\$867,440	\$765,220

**Summary of Yearly Revenues (at full buildout)**

Source of Revenue	Estimated Amount
Sales Tax	\$39,054
Property Tax	\$4,526
Building Permits <i>(one time)</i>	\$26,896 <i>(one time only)</i>

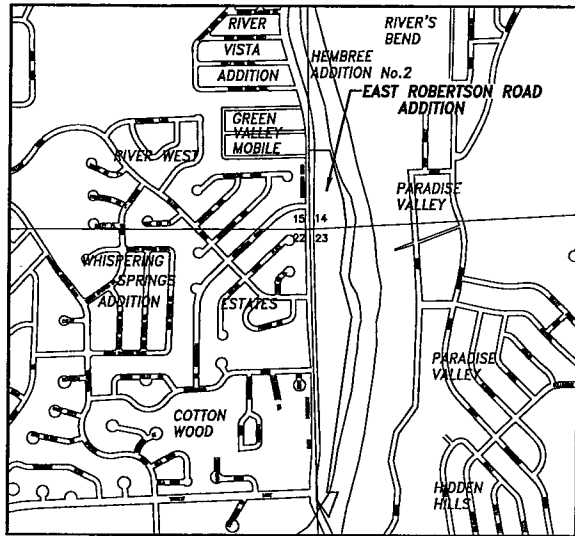
<b>Total Yearly Revenue</b> <i>(doesn't include building permits)</i>	\$43,580
<b>Total 20-Year Revenue</b> <i>(yearly revenue x 20 + one time)</i>	\$898,496

Projected 20-year yield	\$31,056 <i>(positive)</i>	\$133,276 <i>(positive)</i>
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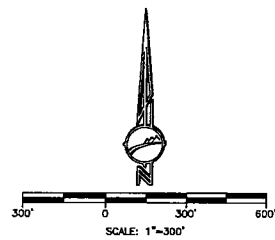
## APPENDIX

1. VICINITY MAP OF AREA TO BE ANNEXED.
2. ANNEXATION EXHIBIT (SURVEY)
3. MOST RECENT PUBLISHED MILL LEVIES FOR NATRONA COUNTY.
4. UTILITY COMPANY ADDRESSES.





LOCATION & VICINITY MAP  
SCALE: 1"=600'



PLAT CLOSURE RATIO; EXCEEDS: PARCEL 1 - 1:1,194,972  
PARCEL 2 - 1:272,141

DATUM: GROUND DISTANCE - U.S. FOOT  
BASIS OF BEARING - GEODETIC BASED ON GPS  
COORDINATES REFER TO CITY OF CASPER GIS DATUM,  
WYOMING STATE PLANE COORDINATES, EAST CENTRAL ZONE, NAD83/86.  
ELEVATIONS ARE FOR REFERENCE ONLY AND NOT FOR USE AS A BENCHMARK

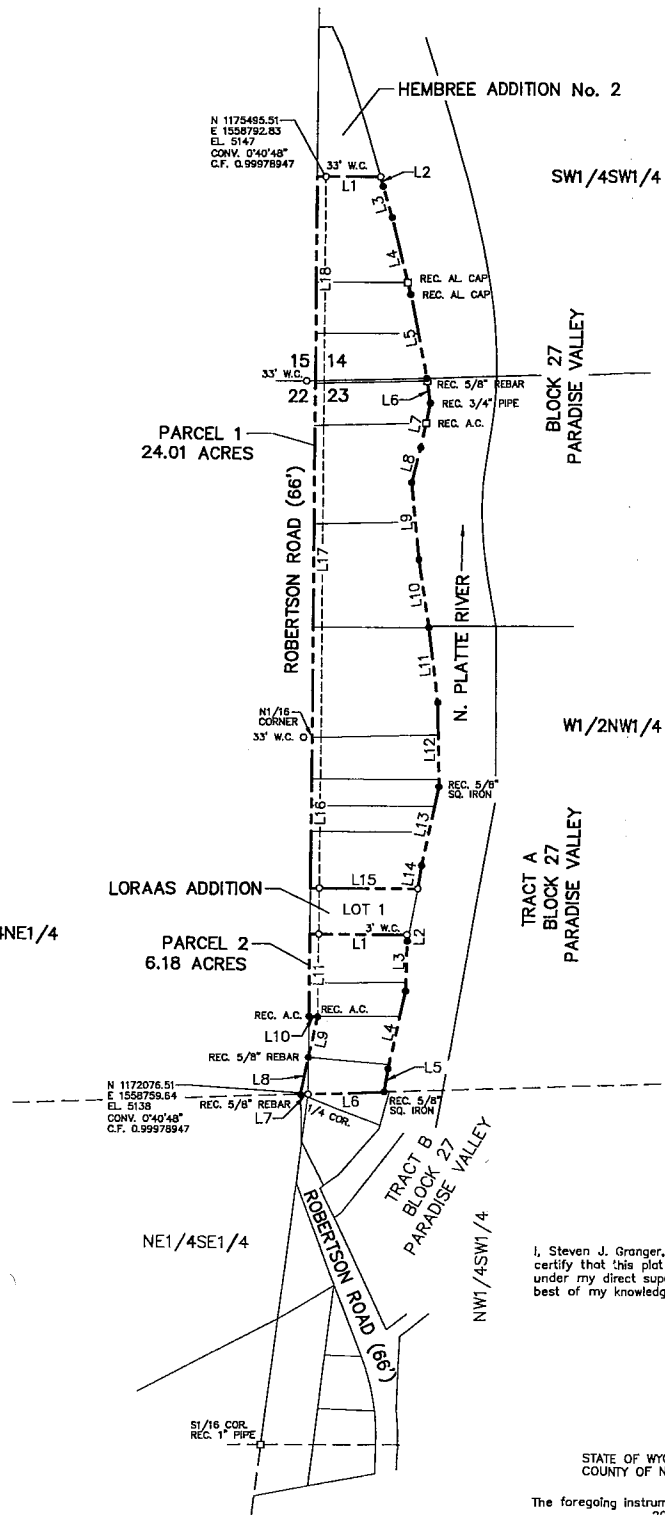
**LEGEND**

- RECOVERED BRASS CAP
- RECOVERED CORNER (AS NOTED)
- SET BRASS CAP
- W.C. WITNESS CORNER
- SUBDIVISION BOUNDARY
- - - EASEMENT

N.64°32'30"E., 469.86'  
(N89°01'42"E., 392.18') RECORD BEARING & DISTANCE



200 PRONSHORN, CASPER, WY. 82601  
W.G. No. 14694-03 DATE: 9-17-19 FILE NAME: REVISED ROBERTSON RD ANNEX PLAT 14694-03



**Parcel 1 - Line Table**

Line #	Direction	Length
L1	S89°58'57"E	232.87'
L2	S18°01'14"E	37.00'
L3	S16°20'22"E	120.58'
L4	S13°48'37"E	294.60'
L5	S11°10'23"E	317.30'
L6	S7°57'23"E	94.64'
L7	S11°42'58"W	167.42'
L8	S14°08'58"W	135.44'
L9	S5°40'02"E	287.52'
L10	S8°39'02"E	257.09'
L11	S6°53'02"E	282.01'
L12	S11°7'02"E	314.39'
L13	S11°57'03"W	300.37'
L14	S9°02'27"W	87.67'
L15	N89°42'01"W	395.50'
L16	N0°15'44"E	582.35'
L17	N0°10'26"E	1328.68'
L18	N0°10'37"E	759.63'

**Parcel 2 - Line Table**

Line #	Direction	Length
L1	S89°42'01"E	364.80'
L2	S13°25'47"W	24.60'
L3	S1°30'33"W	185.54'
L4	S12°10'33"W	296.31'
L5	S8°59'33"W	88.91'
L6	S08°16'44"W	280.82'
L7	N89°38'49"W	28.17'
L8	N11°33'35"E	139.78'
L9	N12°47'39"E	156.07'
L10	N89°24'30"W	32.93'
L11	N0°15'44"E	307.06'

# AN ANNEXATION PLAT OF THE EAST ROBERTSON ROAD ADDITION

A SUBDIVISION OF PORTIONS OF THE SW1/4SW1/4, SECTION 14,  
THE W1/2NW1/4 AND NW1/4SW1/4, SECTION 23 AND THE  
NE1/4SE1/4 AND SE1/4NE1/4, SECTION 22,  
TOWNSHIP 33 NORTH, RANGE 80 WEST  
SIXTH PRINCIPAL MERIDIAN  
NATRONA COUNTY, WYOMING  
TO THE CITY OF CASPER, WYOMING

SCALE: 1"=300'

**CERTIFICATE OF ANNEXATION AND DEDICATION**

The City of Casper, Natrona County, Wyoming, through its Mayor, hereby certifies that the foregoing lands located in and being portions of the SW1/4SW1/4, Section 14, the NE1/4SE1/4 and SE1/4NE1/4, Section 22 and the W1/2NW1/4 and NW1/4SW1/4, Section 23, Township 33 North, Range 80 West of the Sixth Principal Meridian, Natrona County, Wyoming and being more particularly described by metes and bounds as follows:

**Parcel 1**

Beginning at the northwesterly corner of the Parcel being described, the southwest corner of Hembree Addition No. 2 to the City of Casper, Wyoming, and a point in the westerly line of said SW1/4SW1/4, Section 14; thence from said Point of Beginning and along the northerly line of said Parcel and the southerly line of said Hembree Addition No. 2, into said SW1/4SW1/4, Section 14, S.89°58'57"E., 232.87 feet to the northeasterly corner of said Parcel, the southeasterly corner of said Hembree Addition No. 2 and a point in the westerly line of Block 27, Paradise Valley to the City of Casper, Wyoming; thence along the easterly line of said Parcel and the westerly line of said Block 27, Paradise Valley, into said W1/2NW1/4, Section 23, the following courses: S.16°20'22"E., 37.00 feet to a point; thence S.16°20'22"E., 120.58 feet to a point; thence S.13°48'37"E., 294.60 feet to a point; thence S.11°10'23"E., 317.30 feet to a point; thence S.7°57'23"E., 94.64 feet to a point; thence S.11°42'58"W., 167.42 feet to a point; thence S.14°08'58"W., 135.44 feet to a point; thence S.5°40'02"E., 287.52 feet to a point; thence S.8°39'02"E., 257.09 feet to a point; thence S.6°53'02"E., 282.01 feet to a point; thence S.11°7'02"E., 314.39 feet to a point; thence S.11°57'03"W., 300.37 feet to a point; thence S.9°02'27"W., 87.67 feet to the southeasterly corner of said Parcel and the northeasterly corner of Loraas Addition to the City of Casper, Wyoming; thence along the southerly line of said Parcel and the northerly line of said Loraas Addition, N.89°42'01"W., 395.50 feet to the southwest corner of said Parcel, the northwesterly corner of said Loraas Addition and a point in the westerly line of said W1/2NW1/4, Section 23; thence along the westerly line of said Parcel and the westerly line of said W1/2NW1/4, Section 23, N.0°15'44"E., 582.35 feet to a point; thence along the westerly line of said Parcel and the westerly line of said W1/2NW1/4, Section 23, N.0°10'26"E., 1328.68 feet to the southwest corner of said SW1/4SW1/4, Section 14; thence along the westerly line of said Parcel and the westerly line of said SW1/4SW1/4, Section 14, N.0°10'37"E., 759.63 feet to the Point of Beginning and containing 24.01 acres, more or less.

**Parcel 2**

Beginning at the northwesterly corner of the Parcel being described, the southwest corner of Loraas Addition to the City of Casper, Wyoming, and a point in the westerly line of said W1/2NW1/4, Section 23; thence along the northerly line of said Parcel and the southerly line of said Loraas Addition, into said W1/2NW1/4, Section 23, N.89°42'01"E., 395.50 feet to the northeasterly corner of said Parcel, the southeasterly corner of said Loraas Addition and a point in the westerly line of Block 27, Paradise Valley, to the City of Casper, Wyoming; thence along the easterly line of said Parcel and the westerly line of said Block 27, Paradise Valley the following courses: S.13°25'47"W., 24.60 feet to a point; thence S.1°30'33"W., 185.54 feet to a point; thence S.12°10'33"W., 296.31 feet to a point; thence S.8°59'33"W., 88.91 feet to the southeasterly corner of said Parcel and a point in the southerly line of said W1/2NW1/4, Section 23; thence along the southerly line of said Parcel and the southerly line of said W1/2NW1/4, Section 23, S.89°16'44"W., 280.82 feet to the southeasterly corner of said SE1/4NE1/4, Section 22; thence along the southerly line of said Parcel and the southerly line of said SE1/4NE1/4, Section 22, N.89°38'49"W., 28.17 feet to the southwest corner of said Parcel and a point in the easterly line of Robertson Road; thence along the westerly line of said Parcel and easterly line of said Robertson Road, across said SE1/4NE1/4, Section 22, N.11°33'35"E., 139.78 feet to a point in the westerly line of said W1/2NW1/4, Section 23; thence along the westerly line of said Parcel and the easterly line of said Robertson Road, into said W1/2NW1/4, Section 23, N.12°47'39"E., 156.07 feet to a point; thence along the westerly line of said Parcel, N.89°24'30"W., 32.93 feet to a point in the westerly line of said W1/2NW1/4, Section 23; thence along the westerly line of said Parcel and the westerly line of said W1/2NW1/4, Section 23, N.0°15'44"E., 307.06 feet to the Point of Beginning and containing 4.48 acres, more or less.

The lands as appears on this Plat was duly annexed into the corporate boundaries of the City of Casper, Natrona County, Wyoming pursuant to the land owners petition under the provisions of Section 15-1-401 et. seq. of the Wyoming State Statutes, 1977, as amended and after Notice and Public Hearing. City Ordinance Number \_\_\_\_\_ was passed and adopted on final reading on the \_\_\_\_\_ day of \_\_\_\_\_, 2019, accordingly the land described is annexed to the City of Casper, Wyoming. The annexation as named above and Robertson Road as shown on the Plat has previously been dedicated as a public road.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

CITY OF CASPER, NATRONA COUNTY, WYOMING  
200 N. DAVID STREET  
CASPER, WYOMING 82601

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

\_\_\_\_\_  
Mayor

**CERTIFICATE OF SURVEYOR**

I, Steven J. Granger, a registered professional land surveyor, License No. 15092, do hereby certify that this plat was made from notes taken during actual surveys made by me or under my direct supervision during the month of August, 2019 and that this plat, to the best of my knowledge and belief, correctly and accurately represents said surveys.



STATE OF WYOMING }  
COUNTY OF NATRONA }<sup>99</sup>

The foregoing instrument was acknowledged before me by Steven J. Granger this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

Witness my hand and official seal.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

**APPROVALS**

APPROVED: City Council of the City of Casper, Wyoming this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

Attest: \_\_\_\_\_  
Town Clerk

\_\_\_\_\_  
Mayor

INSPECTED AND APPROVED on the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
City Engineer

INSPECTED AND APPROVED on the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
City Surveyor

## 2019 TAX LEVIES FOR NATRONA COUNTY

TAXING DISTRICTS								
District	CASPER	EDGERTON	EVANSVILLE	MIDWEST	MILLS	BARNUNN	CASPER MOUNTAIN	SD #1
Dist #	150	151	152	153	154	155	121	120
<b>State School Foundation Program</b>								
	12,000	12,000	12,000	12,000	12,000	12,000	12,000	12,000
<b>School District # 1</b>								
6 mill school levy	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000
Operating Levy	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000
Recreation Levy	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000
BOCES	0.500	0.500	0.500	0.500	0.500	0.500	0.500	0.500
Bond & Interest	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
<b>TOTAL SCHOOL DISTRICT</b>	<b>32,500</b>	<b>32,500</b>	<b>32,500</b>	<b>32,500</b>	<b>32,500</b>	<b>32,500</b>	<b>32,500</b>	<b>32,500</b>
<b>Community College</b>								
Operating Levy	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000
Additional Operating Levy	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000
BOCES	0.500	0.500	0.500	0.500	0.500	0.500	0.500	0.500
Bonds & Interest	1,890	1,890	1,890	1,890	1,890	1,890	1,890	1,890
<b>TOTAL COMMUNITY COLLEGE</b>	<b>7,390</b>	<b>7,390</b>	<b>7,390</b>	<b>7,390</b>	<b>7,390</b>	<b>7,390</b>	<b>7,390</b>	<b>7,390</b>
<b>Natrona County</b>								
General Fund	12,000	12,000	12,000	12,000	12,000	12,000	12,000	12,000
<b>TOTAL NATRONA COUNTY</b>	<b>12,000</b>	<b>12,000</b>	<b>12,000</b>	<b>12,000</b>	<b>12,000</b>	<b>12,000</b>	<b>12,000</b>	<b>12,000</b>
<b>County Weed &amp; Pest</b>	<b>1,000</b>	<b>1,000</b>	<b>1,000</b>	<b>1,000</b>	<b>1,000</b>	<b>1,000</b>	<b>1,000</b>	<b>1,000</b>
<b>Municipal Levies</b>	<b>8,000</b>	<b>8,000</b>	<b>8,000</b>	<b>8,000</b>	<b>8,000</b>	<b>8,000</b>	<b>8,000</b>	<b>8,000</b>
<b>Sewer, Water, &amp; Fire Bonds</b>								
<b>Fire Protection</b>							3,000	3,000
<b>TOTAL LEVY FOR DISTRICT</b>	<b>72,890</b>	<b>72,890</b>	<b>72,890</b>	<b>72,890</b>	<b>72,890</b>	<b>72,890</b>	<b>67,890</b>	<b>67,890</b>

### 2019 SPECIAL DISTRICTS

TAX DISTRICT	MILL LEVY	TAXING ENTITIES	MILL LEVY
0120 CASPER MTN FIRE	3,000	STATE SCHOOL FOUNDATION	12.00
0156 DOWNTOWN DEV AUTHORITY	16.00	SCHOOL DISTRICT #1	32.50
0122 PIONEER WATER & SEWER	8.000	CASPER COLLEGE	7.390
0128 WARDWELL WATER & SEWER	8.000	COUNTY WEED & PEST	1.000
0134 MILLS/WARDWELL	8.000	MUNICIPAL LEVIES	8.000
		COUNTY FIRE PROTECTION	3.000
		CASPER MOUNTAIN FIRE	3.000
		NATRONA COUNTY	12.00
<b>IMPROVEMENT &amp; SPECIAL SERVICE DISTRICTS</b>	<b>REQUESTED DOLLARS</b>		
0123 PÜRSEL LANDS	\$100.00/LOT		
0124 LAKEVIEW	\$530.00		
0126 WESTLAND PARK	\$250.00		
0127 RED BUTTE	\$225.00		
0132 SKYLINE RANCHES	VARIES		
0136 VISTA WEST/WESTGATE PARK	\$986.00		
0137 WEBB CREEK	\$700.00		
0139 SANDY LAKE ESTATES	\$100.00		
0140 SUNLIGHT	\$100.00		
0141 INDIAN SPRINGS	VARIES		
0142 THE ASPENS	\$250.00		
0143 PARK EAST RANCHETTES	\$40.00		
0144 POISON SPIDER	\$625.00		
0146 SKYVIEW/COLMAN	\$200.00/LOT		
0149 BRANDT-GOTHBERG	VARIES		
0148 CLEAR FORK	\$600.00		
0160 GARDEN CREEK HEIGHTS	\$150/\$300		
0162 BROOKHURST	\$120.00		
0163 EAST HENRIE ROADWAY	\$264.00		
0164 BIG RIVER ESTATES	\$250/OWNER		
0167 NORTH MOUNTAIN VIEW	\$295/LOT OR \$20 ADM		
0169 MILE HIGH	\$175/TAP		
CATTLE TRAIL ACRES			
WEEK CREEK	\$750.00		
0170 SCHLAGER I & S			
0171 SIX MILE DRAW			
0172 HORSE RANCH ACRES I & S			
0173 CATLE TRAIL ACRES I & S			

**UTILITIES**

Rocky Mountain Power

Rocky Mountain Power  
2840 East Yellowstone Hwy  
Casper, WY 82609

Century Link

Century Link  
103 North Durbin Street  
Casper, WY 82601

Charter

Charter  
451 South Durbin Street  
Casper, WY 82601

Black Hills Energy

Black Hills Energy  
1535 East Yellowstone  
Casper, WY 82601

Mountain West Telephone

Mountain West Telephone  
123 West 1<sup>st</sup> Street, Suite C-95  
Casper, WY 82601

ORDINANCE NO. 4-21

AN ORDINANCE APPROVING THE CITY-INITIATED ANNEXATION OF THE EAST ROBERTSON ROAD ADDITION; AND A COUNCIL-INITIATED REZONE OF THE PROPERTY LOCATED AT 3489 SOUTH ROBERTSON ROAD

WHEREAS, the Casper City Council approved Resolution No. 20-235, initiating the annexation of the East Robertson Road Addition, consisting of fifteen (15) lots located east of Robertson Road, and north of the Robertson Road river crossing/bridge, and more particularly described in the annexation exhibit, attached hereto as Exhibit A, which is hereby incorporated into this ordinance as though fully set forth; and,

WHEREAS, the East Robertson Road Addition is one hundred percent (100%) surrounded by properties currently located within the Casper corporate limits; and,

WHEREAS, pursuant to Section 17.12.180 of the Casper Municipal Code, the City Council may impose zoning on the property to be annexed; and,

WHEREAS, the 2017 Generation Casper Comprehensive Land Use Plan supports the zoning of the property as AG (Urban Agriculture); and,

WHEREAS, an annexation report will be completed prior to third reading, and final approval of the annexation, in accordance with Section 15-1-402 of the Wyoming State Statutes, as amended; and,

WHEREAS, the City received a request from the property owner of 3489 South Robertson Road, more particularly described as Lot 1, Loraas Addition to the City of Casper, to rezone her property from R-2 (One Unit Residential) to AG (Urban Agriculture), so that the zoning of her property is consistent with the zoning of the surrounding area being annexed; and,

WHEREAS, pursuant to Section 17.12.160 of the Casper Municipal Code, the City Council may initiate zone changes.

WHEREAS, the City of Casper Community Development Director recommends the rezoning of 3489 South Robertson Road to AG (Urban Agriculture), in that the rezone will be consistent with surrounding zoning and the 2017 Generation Casper Comprehensive Land Use Plan.

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

SECTION 1:

The annexation of the East Robertson Road Addition, as described in Exhibit A, is hereby approved, and said area is included within the corporate limits of the City of Casper and all



rights, privileges, and duties pertaining to such inclusion shall apply to said development and the inhabitants thereof.

SECTION 2:

AG (Urban Agriculture) zoning of the East Robertson Road Addition is hereby approved.

SECTION 3:

All utility franchises shall be furnished a copy of this ordinance, and other information required by the franchises, as official notice of the expansion of the City limits.

SECTION 4:

3489 South Robertson Road, more particularly described as Lot 1, Loraas Addition to the City of Casper, is hereby rezoned from R-2 (One Unit Residential) to AG (Urban Agriculture).

SECTION 5:

This ordinance shall, pursuant to W. S. § 15-1-408, be in full force and effect on the 21st business day following third reading approval by the City Council, and following publication.

PASSED on 1st reading the 19<sup>th</sup> day of January, 2021.

PASSED on 2nd reading the 2<sup>nd</sup> day of February, 2021.

PASSED, APPROVED, AND ADOPTED on 3rd and final reading the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

APPROVED AS TO FORM:

Walker Trust

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

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



January 26, 2021

**MEMO TO:** J. Carter Napier, City Manager *JCN*  
**FROM:** Fleur Tremel, Assistant to the City Manager/City Clerk  
Carla Mills-Laatsch, Licensing Specialist *CLM*  
**SUBJECT:** Public Hearing for Annual Renewal of Liquor Licenses.

Meeting Type & Date  
Regular Council Meeting  
February 16, 2021

Action type  
Public Hearing  
Minute Action

Recommendation

That Council, by minute action, authorize the annual renewal of all currently issued liquor licenses, contingent upon compliance with all other applicable codes, and with the stipulations and conditions previously placed on Retail Liquor License No. 6, Frosty's Bev, LLC., d.b.a Frosty's Lounge; No. 21, Urban Market Wines, LLC., d.b.a Urban Bottle; and No. 37, Charger Holdings, LLC., d.b.a Yellowstone Garage.

Summary

State Statutes require that the City Council hold a public hearing each year prior to the renewal of City issued liquor licenses (complete list attached). This gives the public an opportunity to address City Council with any concerns they might have regarding the operation and management of a given establishment. It also affords City Council an opportunity to have certain liquor establishments appear and address any questions that City Council might have.

All liquor license applications must be certified as being complete by the Liquor Division of the Wyoming Department of Revenue. The Division has certified all 2021-2022 license applications as being complete.

**Licenses with Stipulations**

Unless removed by the City Council, the following licenses will retain the existing stipulations placed upon them:

- Retail Liquor License No. 6, Frosty Bev LLC, d.b.a. **Frosty Liquor**, has stipulations and conditions put in effect restricting Roger Hessler from ownership or interest in this liquor license.

- Retail Liquor License No. 36, Urban Market Wines, LLC, d.b.a. **Urban Bottle**, has stipulations and conditions restricting this liquor license from being transferred to a new address.
- Retail Liquor License No. 37, Charger Holding, LLC, d.b.a **Yellowstone Garage**, has stipulations and conditions restricting this liquor license from being transferred to a new address.

### Police Report for 2020

The Casper Police Department has compiled a report of all calls for service at the address of each liquor dealer’s establishment in calendar year 2020. The Casper Police Department presented the report to City Council at the February 9, 2021 work session.

In August of 2019, the graduated fine schedule replaced the demerit points. For the first violation a fine of up to one hundred fifty dollars shall be imposed; for a second violation a fine of up to two hundred dollars shall be imposed; for a third violation a fine of up to two hundred fifty dollars shall be imposed. All violations after the first two in each calendar year shall require a representative of the licensee/permittee to appear at a regular meeting of the city council. Additionally, there is an option for administrative fees of one thousand dollars for the third violation of this chapter within any consecutive twenty-four-month period, and five thousand dollars for a fifth or subsequent violation within a consecutive twenty-four-month period.

The following is a summary of the liquor license dealers that failed the compliance check:

Establishment	License Type	Date	Disposition	Offense
Walmart	Retail	1/20/2020	Pled Guilty/ No contest	Sale to minor
Party Time Liquors	Retail	11/14/2020	Pled Guilty	Sale to minor
Party Time Liquors	Retail	12/21/2020	Arrestment 2/2/2021	Sale to minor
Galles Liquor	Retail	11/14/2020	Pled Guilty	Sale to minor
Liquor Shed	Retail	11/30/2020	Pled Guilty	Sale to minor
Outlet Liquor & Tobacco	Retail	12/5/2020	Pled Guilty	Sale to minor
Silver Fox Lounge	Retail	12/21/2020	Arrestment 2/2/2021	Sale to minor
Oil City Brew Company	Microbrew	12/12/2020	Pled Guilty	Sale to minor
Ramkota	Resort	5/23/2019	Pled Guilty	Sale to minor
The Horse Palace	Bar & Grill	12/1/2020	Pled Guilty	Sale to minor
Pizza Ranch	Restaurant	11/30/2020	Warning Juvenile Offender	Sale to minor
Sanford’s Grub and Pub	Restaurant	11/30/2020	Failed to appear Warrant	Sale to minor

### **Disclosed Felony and Alcohol Related Violations**

All individuals, partners, officer of a club, or stockholders, limited liability companies, limited liability partnerships, and every officer and every director must disclose if they have been convicted of a felony violation or any violation related to the sale or manufacture of alcoholic liquor or malt beverages.

One individual listed on the 2021-2022 renewal applications disclosed they had an alcohol related conviction. In contacting this applicant, the individual's conviction is over ten (10) years old. Consequently, this individual would not have needed to make the disclosure in that the conviction is irrelevant to the renewal process per State law. Statutes require disclosure of convictions within ten (10) years prior to filing of the application.

### **Restaurant and Bar & Grill Licenses – Food Service Requirements**

Casper Municipal Code Sections 5.08.310 and 5.08.340 require the applicant for a Restaurant Liquor License or a Bar & Grill Liquor License to satisfy the City Council that the primary source of revenue from the operation of the restaurant be derived from food services and not from the sale of alcoholic liquor or malt beverages. City Council shall condition renewal of the licenses upon a requirement that not less than sixty percent (60%) of gross sales from the preceding twelve months' operations of a licensed restaurant or bar & grill, as reported by the applicant, be derived from food services.

From the review of all applications, revenue from the sale of food exceeded sixty percent (60%) of gross sales for all of the restaurant and bar & grill applications.

### **Non-operational or "Parked" Licenses**

An owner or holder can maintain a license in an inactive or 'parked' status for one year without having a functional physical building and not purchasing the required minimum amount of alcohol. Upon showing good cause by the licensee, the Council may grant a one-year extension of the non-operational status.

Current parked licenses are:

- Brenton Properties, LLC d/b/a Frank's Butchers Shop and Liquor, located at 2024 CY Avenue. May remain non-operational until August 5<sup>th</sup>, 2021. Tentative open date is April of 2021.

## Application Deadlines

City Staff sent out renewal applications on Oct 19th, 2020. City Council amended the liquor ordinances and set the due date every year for liquor licenses as the 2<sup>nd</sup> Monday of December. This year that date was December 14<sup>th</sup>, 2020. The ordinance also included language that provided applications received 1-5 days late would incur a late fee of \$250, 6-10 days late would result in a late fee of \$500, and on day 11 the license would be considered abandoned. Four liquor dealers did not meeting this deadline and paid a late fee of \$250. They are as follows:

Establishment	License Type	Date received
Smiths	Retail	12/17/2020
Sam's Club	Retail	12/17/2020
Walmart	Retail	12/17/2020
Highend Hotel Group of America	Resort	12/15/2020

## Delinquent Sales Tax holds

If a liquor dealer fails to pay its state sales tax, the department of revenue will put their liquor license into a "delinquent sales tax hold" status.

The delinquent sales tax hold affects their ability to transfer their liquor license and purchase alcohol from the State Liquor Commission. In the event that they are in delinquent status the City Council could opt to suspend the license. All types of liquor licenses are subject to this statute.

As of February 4, 2021 there are no dealers on sales tax hold.

## Renewal Year

After the public hearing, if City Council renews the liquor licenses, all renewed licenses will be effective for April 1, 2021, the beginning of the 2021-2022 license year.

### Financial Considerations

No Financial Considerations

### Oversight/Project Responsibility

Carla Mills-Laatsch, Licensing Specialist

### Attachments

List of liquor licenses

Affidavit of website publication

Stipulations for Frosty's Lounge, Urban Market Wines, and Yellowstone Garage

## CITY OF CASPER

## RETAIL LIQUOR LICENSES

APRIL 1, 2021 - MARCH 31, 2022

NO.	NAME	DBA	LOCATION
1	Tin Shack	Poplar Wine & Spirits	1016 South Poplar Street
2	Red Lobster Hospitality, LLC.	Red Lobster	5010 East 2nd Street
3	Triple C Food & Beverage, LLC.	C85 @ The Pump House	739 North Center Street
4	The Office Bar & Grill, INC.	The Office Bar and Grill	520 South Ash Street
5	Travis Taylor	Cocktails	138 South Kimball
6	Frosty Bev, LLC.	Frosty Liquor	520 South Center Street
7	One Two Nine, LLC	C85 @ The Branding Iron	129 West 2nd Street
8	Good to Go, LLC (Parked)	Good 2 Go	1968 East Yellowstone Highway
9	Smith's Food & Drug Centers	Smith's #185	2405 CY Avenue
10	Armor's Restaurant, Inc.	Silver Fox Steakhouse	3422 South Energy Lane
11	JJBB, LLC	Partytime Liquors	1335 South McKinley Street
12	Firerock Hospitality, LLC.	Firerock Steakhouse	6100 East 2nd Street
13	Keg & Cork, Inc.	The Keg & Cork	5371 Blackmore Road
14	R & M Development Co, Inc.	Ramkota	800 North Poplar Street
15	OC Casper, LLC.	Old Chicago	3580 East 2nd Street
16	Albertsons, LLC.	Albertson's #62	2625 East 2nd Street
17	L & L Liquors, Inc.	Liquor Shed	240 South Wyoming Blvd
18	Casper Chop House, LLC	Wyomings Rib and Chop	256 South Center Street
19	Ridley's Family Markets, Inc.	Outfitter Liquor	1375 CY Avenue
20	Walmart Stores, Inc.	Walmart Store #3778	4255 CY Avenue
21	Modern Electric Co.	Wyoming Bootlegger Liquor	240 & 242 West First Street
22	Wyoming Spirits, LLC.	2nd Street Liquor & Wine	939 East 2nd St Ste 400 & 500
23	Johnson Restaurant Group, Inc.	CY Discount Liquor	840 CY Avenue
24	Alibi Bar & Lounge, Inc.	Alibi Bar & Lounge	1740 East Yellowstone
25	Albertsons Liquors, Inc.	Albertson's #60	1076 CY Avenue
26	Brenton Properties, LLC ( <i>non-operational</i> )	Franks Butcher House and Liquor	2024 CY Avenue
27	Alrog, Inc.	Moonlight Liquors	2305 East 12th Street
28	Propper Management, LLC	307 Sunrise Lanes	4370 South Poplar
29	Double C Hospitality, LLC.	C85 @ Galles Liquor	748 East Yellowstone
30	Gold Crown, LLC.	Paradise Valley Liquors	401 Valley Drive
31	Sam's West, Inc.	Sam's Club #6425	4600 East 2nd Street
32	Roaring 22, LLC.	The Gaslight Social	314 West Midwest Avenue
33	Moyle Petroleum	Outlet Liquor & Tobacco	627 North Poplar Street
34	Dorsey Van Galloway	El-Marko Lanes/Galloway's Irish Pub & Eatery	2800 CY Avenue
35	Global Spectrum, LP.	Casper Events Center	1 Events Drive
36	Urban Market Wines LLC.	Urban Bottle	410 South Ash Street
37	Charger Holding, LLC.	Yellowstone Garage	355 West Yellowstone

**CITY OF CASPER**

**RESTAURANT LIQUOR LICENSES**

**APRIL 1, 2021 - MARCH 31, 2022**

<b>NO.</b>	<b>NAME</b>	<b>DBA</b>	<b>LOCATION</b>
2	Wagons West Management LLC	Pizza Ranch - Casper	5011 East 2nd Street
5	Bosco's Inc	Bosco's	847 East 'A' Street
9	Shogun Restaurant Management, Inc.	Shogun Restaurant	3095 Talon Drive Ste #400
10	Los Espinos Inc	La Costa Mexican Restaurant	1600 East 2nd Street
17	Childs Corp	La Cocina Mexican Restaurant	321 East 'E' Street
18	Juan Rosales	Don Juan's Mexican Restaurant	144 South Center Street
19	KET LLC	Eggington's	229 East 2nd Street
21	666 Restaurant Inc.	House of Sushi	260 South Center Street
22	Uncle Freddie's of Wyoming Inc	Sanford's Grub & Pub	61 S E Wyoming Blvd
23	Alejandro Rosales	Taco's Mexico	2771A East 12th Street
29	JJM CW Hospitality Inc	Denny's Dinner	4220 Hospitality Lane
31	Himalayan Indian Cuisine, LLC.	Himalayan Indian Cuisine	232 East 2nd Street #100B
33	Firehouse Pizza Wood Fired	Firehouse Pizza Wood Fired	395 Newport
34	New Chopstix Asian Bistro	New Chopstix Asian Bistro	1937 East 2nd Street
39	THW, Inc.	JS Chinese Restaruant	116 West 2nd Street
41	El Burro Loco, LLC	El Burro Loco	2333 East Yellowstone Hwy
42	Thai Kitchen Casper, LLC	Thai Kitchen	1120 East 12th Street
43	Ludovico	Ludovico	1301 Wilkins Circle



CITY OF CASPER			
BAR & GRILL APRIL 1, 2021 - MARCH 31, 2022			
NO.	NAME	DBA	LOCATION
1	Sripaihaon, LLC	Dsasumo	320 West 1st Street
2	<i>On Hold</i>	<i>Council Approved 11.5.2019</i>	<i>TBD</i>
3	OG of Casper, Inc.	The Olive Garden Italian Restaurant #1828	5070 East 2nd Street
4	Casper Dave's, LLC.	Wyoming Ale Works	5900 East 2nd Street
5	Johnny J's Bar & Grill, LLC.	J's Pub & Grill	3201 SW Wyoming Blvd
6	Screamin' Hot Wyoming, LLC.	Buffalo Wild Wings	5071 East 2nd Street
7	Ujvary Enterprises, LLC.	The Fort Saloon N'Eatery	500 West 'F' Street
8	Marco's Coal Fired Pizza, LLC.	Racca's Pizzeria Napoletana	430 South Ash Street
9	Moreno and Moreno, LLC	Guadalajara Mexican Restaurant	3350 CY Avenue
10	<i>On Hold</i>	<i>Council Approved 11.5.2019</i>	<i>TBD</i>
11	71 SE Wyoming Blvd, INC	The Horse Palace	71 SE Wyoming Blvd
12	City of Casper/Unassigned	City of Casper/Unassigned	200 North David
13	City of Casper/Unassigned	City of Casper/Unassigned	200 North David
14	City of Casper/Unassigned	City of Casper/Unassigned	200 North David
	\$10,500/1st yr		
	\$3,000/Renewal		
CITY OF CASPER			
MICROBREWERIES - APRIL 1, 2021 - MARCH 31, 2022			
NO.	NAME	DBA	LOCATION
3	Skull Tree Brewing, LLC.	Skull Tree Brewing	1530 Burlington
4	Brewstory, LLC	Frontier Brewing Company	117 East 2nd Street
5	Gruner Brothers Brewing	Gruner Brothers Brewing	1301 Wilkins Circle
6	Mountain Hops Brewhouse, LLC	Mountain Hops Brewhouse	612 North Beverly Street
7	Oil City Beer Company, LLC	Oil City Beer Company	4155 Legion Lane Unit 4, 6 & 7
RESORT LIQUOR LICENSES- APRIL 1, 2021 - MARCH 31, 2022			
NO.	NAME	DBA	LOCATION
1	Trigild, Inc	Hilton Garden Inn	1150 North Poplar Drive
2	Casper Holiday Inn, LLC.	Holiday Inn	721 Granite Peak Drive
4	Casper Hospitality, LLC.	Courtyard by Marriott	4260 Hospitality Lane
6	City of Casper	Hogadon Basin Ski Area	2500 West Hogadon
7	Highend Hotel Group of America , LLC	Oyo Townhouse Casper	300 West 'F' Street
8	West Center Hospitality Ops, LLC	Clarion Inn Platte River Saloon	123 West 'E' Street
WINERY LIQUOR LICENSES- APRIL 1, 2021 - MARCH 31, 2022			
NO.	NAME	DBA	LOCATION
1	Table Mountain Vineyards, LLC.	Table Mountain Vineyards	731 East 2nd Street
DISTILLERY LIQUOR LICENSES- APRIL 1, 2021 - MARCH 31, 2022			
NO.	NAME	DBA	LOCATION
1	Backwards Distillery	Backwards Distilling Company Satellite	214 South Wolcott Street

<b>CITY OF CASPER</b>			
<b>LIMITED RETAIL LIQUOR LICENSES</b>			
<b>APRIL 1, 2021 - MARCH 31, 2022</b>			
<b>NO.</b>	<b>NAME</b>	<b>DBA</b>	<b>LOCATION</b>
1	BPO ELKS #1353	Elks Lodge #1353	108 East 7th Street
2	Fraternal Order of Eagles #306	Eagles Lodge	306 North Durbin Street
4	Casper Shrine Club	Shrine Club	1501 West 39th Avenue
6	Casper Mustang Post VFW 10677	VFW Post 10677	420 North Elk Street
8	Casper VFW Memorial Post 9439	Casper VFW Memorial Post 9439	1800 Bryan Stock Trail
9	Cabin Creek Golf, LLC	Paradise Valley Country Club	70 Magnolia
10	Amoco Reuse Agreement Joint Powers Board	Three Crowns Golf Club	1601 King Blvd
11	City of Casper	The 19th Hole	2120 Allendale Blvd



City Clerk's Office  
City of Casper

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 01/11/2021 and ended on 02/17/2021 and
- Attached is image of the Notice as actually posted on the City of Casper website (www.casperwy.gov) for the entire period referenced above.

By: Carla Mill-Haack Date: 02/05/2021

Title: Licensing Specialist

Scribed in my presence and sworn before me on this

5<sup>th</sup> day of February, 2021

Christa K. Wiggs



Provide to City of Casper Central Records

## NOTICE OF APPLICATION FOR RENEWAL OF LIQUOR LICENSES

Notice is hereby given that the applicants whose names are set forth below filed application each for a **Retail Restaurant Limited Microbrewery Resort Bar & Grill Manufacturer Satellite Distillery and Manufacturer Satellite Winery Liquor Licenses** in the Office of the Clerk of the City of Casper Wyoming. The date of filing the names of said applicants and the description of the place or premises which the applicant desires to use as the place of sale are set forth below as follows:

**Retail Liquor License** 11/9/2020 Tin Shack LLC 1016 South Poplar Street dba Poplar Wine & Spirits; 12/10/2020 Red Lobster Hospitality LLC 5010 East 2<sup>nd</sup> Street dba Red Lobster #6374; 12/2/20 Triple C Food & Beverage LLC 739 North Center Street dba C85 @ The Pump Room; 11/4/2020 The Office Bar and Grill, Inc 520 South Ash Street dba The Office Bar & Grill; 12/8/2020 Travis Taylor 138 South Kimball dba Cocktails; 12/8/2020 Frosty Bev LLC 520 South Center Street dba Frosty Lounge; 12/2/2020 One Two Nine Hospitality, LLC 129 W 2nd Street dba C85 @ The Branding Iron; 12/1/2020 Good 2 Go Stores, LLC 1968 East Yellowstone Hwy dba Good 2 Go #216; 12/17/2020 Smith's Food & Drug Centers 2405 CY Avenue dba Smith's Food & Drug #185; 12/01/2020 Armor's Restaurant Inc 3422 South Energy Lane dba Silver Fox Steakhouse; 12/10/2020 JJBB, LLC 1335 South McKinley Street dba Partytime Liquors; 12/11/2020 Fire Rock Hospitality Group LLC 6100 East 2<sup>nd</sup> Street dba Fire Rock Steakhouse; 12/11/2020 Keg & Cork Inc 5371 Blackmore Rd dba The Keg & Cork; 11/16/2020 R&M Beverage Company Inc, 800 N Poplar St dba Ramkota Hotel 12/11/2020 OC Casper LLC 3580 East 2<sup>nd</sup> Street dba Old Chicago 12/4/2020 Albertsons LLC 2625 E 2<sup>nd</sup> Street dba Albertson's #62; 11/2/2020 L & L Liquors Inc 4241 East 2<sup>nd</sup> Street dba Liquor Shed; 11/30/2020 Casper Chop House 256 S Center Street dba Wyoming Rib & Chop House; 11/10/2020 Ridleys Family Market Inc 3035 CY Avenue dba Casper Outfitter Liquor; 12/17/2020 Walmart Inc 4255 CY Avenue dba Walmart Supercenter #3778; 11/20/2020 Modern Electric Company 100 North Ash Street dba Wyoming Bootlegger Liquor; 12/11/2020 Wyoming Spirits Inc 939 East 2<sup>nd</sup> St Ste 300, 400 and 500 dba 2<sup>nd</sup> Street Liquor & Wine; 12/11/2020 Johnson Restaurant Group Inc 840 CY Avenue dba CY Discount Liquor; 12/1/2020 Alibi Bar & Lounge Inc 1740 E Yellowstone Hwy dba Alibi Bar & Lounge; 12/4/2020 Albertsons Liquors Inc 1076 CY Avenue dba Albertsons Liquors #60; 9/18/2020 Alog Inc 2305 E 12<sup>th</sup> Street dba Moonlight Liquors; 12/14/2020 Proper Management, LLC 4370 South Poplar St dba The 307 Sunrise; 12/11/2020 Double C Hospitality, LLC 748 E Yellowstone Hwy dba C85 @ Galles Liquor Mart; 10/23/2020 Gold Crown LLC 401 Valley Drive dba Paradise Valley Liquors 12/17/2020 Sam's West Inc 4600 E 2<sup>nd</sup> Street dba Sam's Club #6425; 10/13/2020 Roaring 22, LLC 314 W Midwest Ave dba Gaslight Social; 11/12/2020 Moyle Petroleum Company 627 N Poplar St dba Outlet Liquor & Tobacco; 12/14/2020 Dorsey Van Galloway 2800 CY Avenue dba Galloway's Irish Pub; 12/11/2020 Global Spectrum LP 1 Events Drive dba Casper Events Center; 12/11/20 Urban Market Wines, LLC 410 South Ash St dba Urban Bottle; 12/4/2020 Charger Holdings LLC 355 W Yellowstone Hwy dba Yellowstone Garage; 12/7/2020 Brenton Properties, LLC 2024 CY Ave dba Franks Butcher Shop and Liquor **Restaurant Liquor License** 11/19/2020 Wagons West Management, LLC 5011 E 2<sup>nd</sup> Street dba Pizza Ranch; 12/11/2020 Childs Corporation 321 East "E" Street dba La Cocina Mexican Restaurant; 12/14/2020 Bosco's Inc 847 E "A" St dba Bosco's; 11/30/2020 Los Espinos Inc 1600 East 2<sup>nd</sup> Street dba La Costa Mexican Restaurant; 12/09/2020 Juan Rosales 144 South Center Street dba Don Juan's Mexican Restaurant; 11/12/2020 KET LLC 229 East Second Street dba Eggington's Restaurant; 12/8/2020; 666 Restaurant Inc. 260 South Center St dba House of Sushi; 12/14/2020 Uncle Freddie's of WY Inc 61 SE Wyoming Blvd dba Sanford's Grub & Pub; 12/8/2020 Alejandro Rosales 2117A East 12<sup>th</sup> Street dba Tacos Mexico; 12/8/2020 JJM CW Hospitality Inc 4220 Hospitality Lane dba Denny's Diner; 11/30/2020 Himalayan Indian Cuisine, LLC 232 E 2<sup>nd</sup> St Ste 100B dba Himalayan Indian Cuisine; 12/14/2020 Firehouse Pizza Wood Fired 395 Newport Ste No 1 dba Firehouse Pizza Wood Fired 11/2/2020 New Chopstix Asian Bistro Casper, Inc 1937 E 2nd Street dba Chopstix Asian Bistro; 12/2/2020 THW, INC 116 West 2<sup>nd</sup> Street dba JS Chinese Restaurant; 11/12/2020 El Burro Loco, LLC dba El Burro Loco, 2333 East Yellowstone Hwy, 11/24/2020 Thai Kitchen Casper LLC, 1120 East 12<sup>th</sup> Street Thai Kitchen; 12/4/2020 Occasions by Cory, LLC 303 South Wolcott dba Occasions Entertainment Group; **Limited Retail** 11/20/2020 B.P.O. Elks Lodge #1353 108 East Seventh Street dba Elks Lodge #1353; 11/18/2020 Fraternal Order of Eagles #306 306 North Durbin Street dba Eagles Lodge ; 11/2/2020 Casper Shrine Club 1501 West 39th Street dba Shrine Club; 12/02/2020 Casper Mustang Post VFW 10677 420 North Elk St dba

VFW Post 10677; 12/3/2020 Casper VFW Memorial Post 9439 1800 Bryan Stock Trail dba Casper VFW Memorial Post 9439; 12/10/2020 Cabin Creek Golf LLC 70 Magnolia dba Paradise Valley Country Club; 11/18/2020 Amoco Reuse Agreement Joint Powers Board 1601 King Blvd dba Three Crowns Golf Club; 10/23/2020 City of Casper Wyoming 2120 Allendale Blvd dba The 19<sup>th</sup> Hole Restaurant **Microbrewery Permit** 12/10/2020 Skull Tree Brewing, LLC 1530 Burlington Avenue dba Skull Tree Brewing; 11/30/2020 Gruner Brothers Brewing 1301 Wilkins Cir dba Gruner Brothers Brewing; 12/4/2020 Oil City Beer Company, LLC 4155 Legion Ln Unit 4, 6 & 7 dba Oil City Beer Company; 12/3/2020 Brewstory, LLC 117 East 2<sup>nd</sup> Street Frontier Brewing Company; 12/2/2020 Mountain Hops Brewhouse, LLC 612 North Beverly dba Mountain Hops Brewhouse **Resort**; 12/14/2020 Trigild, INC 1150 North Poplar Street dba Hilton Garden Inn; 11/5/2020 Casper Inn LLC 721 Granite Peak Drive dba Holiday Inn; 12/2/2020 Casper Hospitality LLC 4260 Hospitality Lane dba Courtyard by Marriott; 10/23/2020 City of Casper 2500 West Hogadon Road dba Hogadon Basin Ski Area; 12/15/2020 Highend Hotel Group of America, LLC 300 West 'F' Street dba Oyo Townhouse Casper; 12/4/2020 West Center Hospitality OPS, LLC 123 West F Street dba Clarion Inn Platte River Saloon **Bar & Grill** 11/30/2020 Sriphai boon, LLC 320 West First Street dba Dsasumo; 12/4/2020 OG of Casper Inc. 5070 East 2<sup>nd</sup> Street dba Olive Garden Italian Restaurant #1828; 12/11/2020 Casper Dave's LLC 5900 E 2<sup>nd</sup> Street dba Wyoming Ale Works; 12/11/2020 Johnny J's Bar & Grill LLC 3201 SW Wyoming Blvd dba J's Pub & Grill 12/11/2020 Screamin' Hot Wyoming LLC 5071 E 2<sup>nd</sup> Street dba Buffalo Wild Wings; 12/14/2020 Ujvary Enterprises LLC 500 West 'F' Street dba The Fort Saloon N'Eatery; 11/30/2020 Marco's Coal Fired Pizza Casper LLC 430 South Ash St dba Racca's Pizzeria Napoletana; 11/5/2020 Moreno & Moreno LLC 3350 CY Avenue dba Guadalajara Family Mexican Restaurant; 12/11/2020 71 SE Wyoming Blvd LLC 71 SE Wyoming Blvd dba The Horse Palace; **Manufacturer Satellite** 12/11/2020 Table Mountain Vineyards LLC 731 E 2<sup>nd</sup> St dba Table Mountain Vineyards Satellite; 12/7/2020 Backwards Distilling Company LLC 214 South Wolcott dba Backwards Distilling Company Satellite. Protest, if any there be, against the issuance of each and every license, will be heard at the hour of 6:00 p.m. on the 16th day of February, 2021, in the City Council Chambers City Hall 200 North David Street Casper Wyoming. Dated this 5<sup>th</sup> day of January 2021, City of Casper Wyoming, A Municipal Corporation; J. Carter Napier, City Manager, Fleur Tremel, City Clerk.

Publish: January 15 and 17, 2021

NOTICE OF APPLICATION FOR RENEWAL FOR RESTAURANT LIQUOR LICENSE

Notice is hereby given that the applicants whose names are set forth below filed application each for a **Restaurant** in the Office of the Clerk of the City of Casper Wyoming. The date of filing the names of said applicants and the description of the place or premises which the applicant desires to use as the place of sale are set forth below as follows:

**Restaurant Liquor License** 02/03/2021 Ludovico 1301 Wilkins Circle dba Ludovico;

Protest, if any there be, against the issuance of each and every license, will be heard at the hour of 6:00 p.m. on the 16th day of February, 2021, in the City Council Chambers City Hall 200 North David Street Casper Wyoming. Dated this 3<sup>rd</sup> day of February 2021, City of Casper Wyoming, A Municipal Corporation; J. Carter Napier, City Manager, Fleur Tremel, City Clerk.

# RETAIL LIQUOR LICENSE NO. 6 FROSTY'S LOUNGE

## CONDITIONS AND RESTRICTIONS

September 2011

THE FOLLOWING CONDITIONS AND RESTRICTIONS SHALL ATTACH TO AND BIND RETAIL LIQUOR LICENSE NUMBER 6, AND ANY OWNER(S) OR SUCCESSOR(S) THEREOF, AS WELL AS ALL OPERATIONS UNDER OR PURSUANT TO SAID LICENSE. SAID CONDITIONS AND RESTRICTIONS SHALL CONTINUE TO ATTACH TO AND BIND SAID LICENSE AND THE OWNER(S) THEREOF AND THEIR TRANSFEREES, SUCCESSORS OR ASSIGNS UNTIL OTHERWISE REMOVED OR RECINDED BY FORMAL ACTION BY THE CASPER CITY COUNCIL.

1. Rodger Hessler, or any corporation or other entity in which he may have or hold and interest shall not have any ownership or other legal interest in or to Retail Liquor License Number 6, or have any relationship as a partner, stockholder, manager, employee or otherwise with the holder of or any license transferee except as provided in Paragraph 2 below.
2. The holder of Retail Liquor License Number 6 acknowledges that Sandbar, Inc., owns the building and associated real property located at 520 South Center Street, Casper, Wyoming, the current location of Retail Liquor License Number 6, and that Sandbar, Inc. may be leasing, or otherwise selling this real property to the holder of or a future transferee of Retail Liquor License Number 6. Nothing herein contained shall be construed to prevent Sandbar, Inc., or Rodger Hessler, from leasing or otherwise selling said real property by contract for deed or by and through a note-mortgage transaction whereby Sandbar, Inc. or Rodger Hessler would be the Mortgagee thereunder. PROVIDED HOWEVER, in no event shall the consideration for any such sale or other transfer of the premises, by lease or otherwise be based upon a percentage of the revenue derived from sale of alcoholic or malt beverages under Retail Liquor Licenses Number 6.
3. Any violation of these Conditions and Restrictions shall entitle the City Council, upon notice and hearing, to revoke Retail Liquor License Number 6.

# RETAIL LIQUOR LICENSE NO. 36 URBAN MARKET WINES

## CONDITIONS AND RESTRICTIONS MAY 2014

THE FOLLOWING CONDITIONS AND RESTRICTIONS SHALL ATTACH TO AND BIND RETAIL LIQUOR LICENSE NUMBER 36 AND ANY OWNERS OR SUCCESSORS(S) THEREOF, AS WELL AS ALL OPERATIONS UNDER OR PURSUANT TO SAID LICENSE. SAID CONDITIONS AND RESTRICTIONS SHALL CONTINUE TO ATTACH TO AND BIND SAID LICENSE AND THE OWNERS(S) THEREOF AND THEIR TRANSFEREES, SUCCESSORS OR ASSIGNS UNTIL OTHER WISE REMOVED OR RESCINDED BY FORMAL ACTION BY THE CASPER CITY COUNCIL.

1. This Retail Liquor License shall be restricted to its use only at 410 South Ash, and shall not be eligible for transfer to any other location. Its use on the real property may be transferred to a new owner or lessee of the real property upon approval by the City of Casper, Wyoming as provided by law. Upon the termination of the use of this Retail Liquor License by the applicant, a subsequent purchaser, or lessee of the real property from the applicant, or by operation of law, this Retail Liquor License shall revert to, and become the sole and separate property of the City of Casper, Wyoming.
2. Additionally, in the event the applicant shall fail, for whatever reason, to acquire a fee simple interest in the adjacent property, as described in the Real Estate Purchase Agreement between the applicant and the City of Casper, within two (2) years of the date of Purchase Agreement, the City shall have the absolute right to revoke Retail Liquor License No. 36 at the end of this two (2) year purchase period. The applicant understands, and agrees to the City's right to revoke this Retail Liquor License pursuant to this condition, which shall survive the closing of the Purchase Agreement.
3. This Restaurant Liquor License shall be restricted to its use only on Lot 2, OYD No. 2 Subdivision to the City of Casper, Wyoming (the "real property"), 410 South Ash, and shall not be eligible for transfer to any other location. Its use on the real property may be transferred to a new owner or lessee of the real property upon approval by the City of Casper, Wyoming as provided by law. Upon the termination of the use of this Restaurant Liquor License by the applicant, a subsequent purchaser, or lessee of the real property from the applicant, or by operation of law, this Restaurant Liquor License shall revert to, and become the sole and separate property of the City of Casper, Wyoming.



## **RETAIL LIQUOR LICENSE NO. 37 CHARGER HOLDINGS, LLC.**

### **CONDITIONS AND RESTRICTIONS SEPTEMBER 2016**

THE FOLLOWING CONDITIONS AND RESTRICTIONS SHALL ATTACH TO AND BIND RETAIL LIQUOR LICENSE NUMBER 37 AND ANY OWNERS OR SUCCESSORS(S) THEREOF, AS WELL AS ALL OPERATIONS UNDER OR PURSUANT TO SAID LICENSE. SAID CONDITIONS AND RESTRICTIONS SHALL CONTINUE TO ATTACH TO AND BIND SAID LICENSE AND THE OWNERS(S) THEREOF AND THEIR TRANSFEREES, SUCCESSORS OR ASSIGNS UNTIL OTHER WISE REMOVED OR RESCINDED BY FORMAL ACTION BY THE CASPER CITY COUNCIL.

1. This Retail Liquor License shall be restricted to its use only at 355 West Yellowstone, and shall not be eligible for transfer to any other location. Its use on the real property may be transferred to a new owner or lessee of the real property upon approval by the City of Casper, Wyoming as provided by law. Upon the termination of the use of this Retail Liquor License by the applicant, a subsequent purchaser, or lessee of the real property from the applicant, or by operation of law, this Retail Liquor License shall revert to, and become the sole and separate property of the City of Casper, Wyoming.

February 11, 2021

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

FROM: John Henley, City Attorney *gh*

SUBJECT: An Ordinance Amending Chapter 9.24 of the Casper Municipal Code – Offenses Against Public Decency, Modifying Certain Sections and Creating New Sections Thereof.

**Meeting Type & Date**

Regular Council Meeting  
February 16, 2021

**Action type**

Third Reading

**Recommendation**

Consider the proposed amendment (attached) and determine if the proposed ordinance should be passed on Third Reading.

**Summary**

*I. Recent updates*

At the Council Meeting on February 2, 2021, City Council considered the proposed ordinance on Third Reading. Council discussed concerns with the definition of “Performance Prostitution” including internet application based platforms and decided to postpone the Third Reading of the proposed ordinance until the definition could be further discussed.

At the Work Session on February 9, 2021, the City Attorney’s Office, after working with the Police Department, presented a draft proposed amendment to the definition of “Performance Prostitution” for Council to review and discuss. The intent of the proposed amendment is to exclude certain activities which occur through internet application based platforms from falling under the definition of “Performance Prostitution”.

*II. Amendments*

Amendment No. 2 (proposed), discussed above, is attached.

Amendment No. 1, passed on Second Reading, has been incorporated into the attached ordinance. The amendment corrected a typographical error in Section 9.24.050, Subsection A.

*III. Background*

The Casper Police Department and Natrona County Sheriff’s Office have seen several cases of prostitution which involve human trafficking. These victims of human trafficking, frequently vulnerable females, often have come to the United States from other countries for promised employment and a path to citizenship. Others victims come from the ranks of nation’s youths, who having run away and are living under desperate conditions on the street, are “recruited” with the

promise safety and employment. However, instead of legal employment, these individuals are frequently trapped into a system where they are used as a commodity in the sex trade.

This Ordinance will not stop human trafficking, but it will give law enforcement an opportunity to investigate and prosecute prostitution, not only against the business owners who are involved in human trafficking but against individuals who solicit prostitution.

**Financial Considerations**

None

**Oversight/Project Responsibility**

Keith McPheeters, Chief of Police  
City Attorney's Office

**Attachments**

Proposed Ordinance  
Proposed Amendment No.2

ORDINANCE NO. 1-21 AMENDED

AN ORDINANCE AMENDING CHAPTER 9.24 OF THE CASPER MUNICIPAL CODE - OFFENSES AGAINST PUBLIC DECENCY, MODIFYING CERTAIN SECTIONS AND CREATING NEW SECTIONS THEREOF.

WHEREAS, the governing body of the City of Casper has the authority granted by Wyoming State Statute §15-1-103(a)(xiii) and (xli) to adopt ordinances and resolutions necessary to protect the health, safety and welfare of the City and of its citizens; 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, those powers include the stated action of suppressing or prohibiting houses of prostitution and other disorderly houses illegal sexual services; 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 following Sections of Chapter 9.24 Offenses Against Public Decency.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: that the following Sections of Chapter 9.24 Offenses Against Public Decency, are hereby updated and amended as follows:

9.24.040 - Prostitution—Defined—Prohibited.

A. For the purposes of this section:

1. "Prostitution" means any person who performs, offers or agrees to perform any act of:
  - a. ~~sSexual intrusion as defined or referenced in this section subsection for any money, property, token, object, or article or anything of value, or or, any touching, manipulation or fondling of the sex organs of one person, whether by touch or the physical use of other items,~~ by another person for any money, property, token, object or article or anything of value, for the purpose of sexual arousal or gratification of any or all of the participants. commits an act of prostitution.
  - b. Performance prostitution as defined and/or referenced in this section for any money, property, token, object, article or anything of value.
2. "Sexual intrusion" means and is defined as in Section 6-2-301 of the Wyoming Statutes, ~~to wit:~~

- a. Any intrusion, however slight, by any object or any part of a person's body, except the mouth, tongue or penis, into the genital or anal opening of another person's body if that sexual intrusion can reasonably be construed as being for the purposes of sexual arousal, gratification or abuse, or
- b. Sexual intercourse, cunnilingus, fellatio, analingus or anal intercourse with or without emission.

3. “Performance prostitution” means any touching, manipulation or fondling of the sex organs and/or areola by one person upon themselves or by one person upon the person of another, whether by touch or the physical use of other items, for the purpose of sexually arousing or sexually gratifying the person who paid for and/or financed the sexual arousal or sexual gratification.

- B. No person shall keep, set up, maintain or operate any place, structure, building or conveyance in which an act or acts of prostitution are performed or for the purpose of prostitution, ~~or~~ with knowledge or reasonable cause to know that the same is or is to be used for such purpose, or receive or offer to agree to receive any person in any place, structure, building or conveyance for the purpose of prostitution, or permit any person to remain therein for such purpose.
- C. No person shall direct, take, transport or offer or agree to take or transport, any person to any place, structure or building or to any other person with knowledge or reasonable cause to know that the purpose of such directing, taking or transporting is for an act of prostitution.
- D. No person shall reside in, enter or remain in any place, structure or building, or enter or remain in any conveyance for the purpose of prostitution.
- E. No person shall engage in or solicit prostitution, ~~or~~ aid or abet prostitution or obtain financial or pecuniary benefit from prostitution; by solicitation or by any means whatsoever.
- F. No person shall solicit an act of prostitution, whether such person is requesting an act of prostitution or offering an act of prostitution.

(Ord. 17-87 § 1, 1987: prior code § 26-33)

(Ord. No. 20-15, § 1, 9-1-2015)

9.24.~~050-045~~ - Prostitution—Evidence in prosecutions.

In the trial of any person charged with the violation of any of the provisions of Section 9.24.040, consistent with the United States Constitution, the Wyoming Constitution and the Wyoming Rules of Evidence, testimony of a prior conviction or testimony concerning the reputation of any place, structure or building and of the persons who reside in or frequent the same and of the defendant shall be admissible in evidence in support of the charge.

(Prior code § 26-34)

9.24.050 – Prostitution and Public Indecency Penalties – Administrative Consequences.

- A. No owner, lessee, lessor, operator, manager, agent or employee of a business, place, structure, or conveyance or any licensee thereof, shall permit an act of prostitution under Wyoming Statutes Section 6-4-101 or Section 9.24.040 of this Code, public indecency under Section 9.24.020 of this Code or Wyoming Statutes Section 6-4-201, or shall engage in the sexual exploitation of children under Wyoming Statutes Section 6-4-303.
- B. Any owner convicted of violating the statutes or ordinances referenced in this Section or aiding, abetting or inciting any violation thereof, shall in addition to the penalties prescribed by ordinance or statute, be subject to the administrative suspension or revocation of such individuals or entities license(s) and/or permit(s) for all business operations and activities at the location where the act(s) of prostitution were committed; aiding and abetting or inciting a violation is also sufficient cause for the revocation or suspension of the individuals or entities license(s) and/or permit(s).

9.24.055 – Severability.

If any one or more section, subsection, sentence, clause, phrase, word, provision or application of this code chapter, shall for any person or circumstance, be held to be illegal, invalid, and/or unconstitutional, such decision shall not affect the validity of any other sections, subsections, sentence, clause, phrase, word, provision or application of this code chapter which is operable without the offending section, subsection, sentence, clause, phrase, word, provision or application shall remain effective notwithstanding such illegal, invalid, unenforceable, and/or unconstitutional section, subsection, sentence, clause, phrase, word, provision or application, and every section, subsection, sentence, clause, phrase, word, provision or application of this code chapter are declared severable. The governing body hereby declares that it would have passed each part, and each provision, section, subsection, sentence, clause, phrase or word thereof, irrespective of the fact that any one or more section, subsection, sentence, clause, phrase, word, provision or application be declared illegal, invalid, and/or unconstitutional.

PASSED on 1<sup>st</sup> reading the 5<sup>th</sup> day of January, 2021

PASSED on 2<sup>nd</sup> reading the 19<sup>th</sup> day of January, 2021

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

APPROVED AS TO FORM:

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ATTEST:

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Fleur Tremel  
City Clerk

CITY OF CASPER, WYOMING  
A Municipal Corporation

---

Steven K. Freel  
Mayor

An Ordinance Amending Chapter 9.24 of the Casper Municipal Code – Offenses Against Public Decency, Modifying Certain Sections and Creating New Sections Thereof.

**Proposed Amendment No. 2 – modifying the definition of “performance prostitution”**

I move to amend Section 9.24.040 A. 3 to modify the definition of “performance prostitution” :

“Performance prostitution” means any touching, manipulation or fondling of the sex organs and/or areola by one person upon themselves or by one person upon the person of another, whether by touch or the physical use of other items (touched), for the purpose of sexually arousing or sexually gratifying the person, who paid for and/or financed the sexual arousal or sexual gratification, and who is in the same building, structure, vehicle or area as the person(s) touched or touching.



# Highland Park Cemetery Addition No. 2



CERTIFICATE OF DEDICATION

STATE OF WYOMING } ss  
 COUNTY OF NATRONA }

THE UNDERSIGNED, CITY OF CASPER, DOES HEREBY CERTIFY THAT THEY ARE THE OWNER AND PROPRIETOR OF THE FOLLOWING DESCRIBED PARCEL OF LAND BEING A VACATION AND REPLAT OF HIGHLAND PARK CEMETERY PLAT AND INCLUDING UNPLATTED PORTIONS OF THE N½SE¼ OF SECTION 10, T.33N., R.79W., AND SITUATE WITHIN THE S½E¼ AND THE N½E¼ OF SECTION 10, T.33N., R.79W., 6TH P.M., CITY OF CASPER, NATRONA COUNTY, WYOMING, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE HIGHLAND PARK CEMETERY PLAT MONUMENTED BY A BRASS CAP AND BEING THE POINT OF BEGINNING;  
 THENCE S12°04'33" E, A DISTANCE OF 197.48 FEET TO AN ANGLE POINT, MONUMENTED BY A BRASS CAP;  
 THENCE S19°15'05" W, A DISTANCE OF 125.27 FEET TO AN ANGLE POINT, MONUMENTED BY A BRASS CAP;  
 THENCE S02°48'21" E, A DISTANCE OF 628.15 FEET TO AN ANGLE POINT, MONUMENTED BY A BRASS CAP;  
 THENCE N84°39'31" E, A DISTANCE OF 186.79 FEET TO AN ANGLE POINT, MONUMENTED BY A BRASS CAP;  
 THENCE S04°36'18" E, A DISTANCE OF 600.69 FEET TO AN ANGLE POINT, MONUMENTED BY A BRASS CAP;  
 THENCE S07°41'07" E, A DISTANCE OF 663.58 FEET TO AN ANGLE POINT, MONUMENTED BY A BRASS CAP;  
 THENCE S02°43'53" E, ALONG THE WEST LINE OF SOUTH LOWELL STREET, A DISTANCE OF 265.46 FEET TO THE SOUTHWEST CORNER OF THE HIGHLAND PARK CEMETERY PLAT ALSO BEING THE NORTHEAST CORNER OF LOT 2, HIGHLAND PARK ADDITION NO. 3, MONUMENTED BY A BRASS CAP;  
 THENCE S88°35'33" W, ALONG THE NORTH LINE OF LOT 2, HIGHLAND PARK ADDITION NO. 3, A DISTANCE OF 315.03 FEET TO THE NORTHWEST CORNER OF HIGHLAND PARK ADDITION NO. 3, MONUMENTED BY A BRASS CAP;

THENCE N01°04'02" W, ALONG THE EAST LINE OF HIGHLAND PARK ADDITION NO. 5, A DISTANCE OF 17.13 FEET TO THE NORTHEAST CORNER OF LOT 1, HIGHLAND PARK ADDITION NO. 5, MONUMENTED BY A BRASS CAP;

THENCE S89°17'20" W, ALONG THE NORTH LINE OF LOT 1, HIGHLAND PARK ADDITION NO. 5, A DISTANCE OF 269.84 FEET TO THE NORTHWEST CORNER OF SAID LOT 1, HIGHLAND PARK ADDITION NO. 5, MONUMENTED BY A BRASS CAP;

THENCE N01°59'15" W, ALONG THE EAST LINE OF LOT 2, HIGHLAND PARK ADDITION NO. 5, A DISTANCE OF 148.57 FEET TO THE NORTHEAST CORNER OF SAID LOT 2, HIGHLAND PARK ADDITION NO. 5, MONUMENTED BY A BRASS CAP;

THENCE S87°42'37" W, ALONG THE NORTH LINE OF SAID LOT 2, HIGHLAND PARK ADDITION NO. 5, A DISTANCE OF 33.47 FEET TO AN ANGLE POINT, MONUMENTED BY A BRASS CAP;

THENCE N44°07'56" E, A DISTANCE OF 148.27 FEET TO AN ANGLE POINT, MONUMENTED BY A BRASS CAP;  
 THENCE N08°26'58" E, A DISTANCE OF 285.49 FEET TO AN ANGLE POINT, MONUMENTED BY A BRASS CAP;

THENCE N62°37'52" W, A DISTANCE OF 156.23 FEET TO AN ANGLE POINT, MONUMENTED BY A BRASS CAP;  
 THENCE N88°49'29" W, A DISTANCE OF 229.38 FEET TO AN ANGLE POINT, MONUMENTED BY A BRASS CAP;

THENCE S42°34'48" W, A DISTANCE OF 269.25 FEET TO AN ANGLE POINT, MONUMENTED BY A BRASS CAP;  
 THENCE S20°20'22" W, A DISTANCE OF 425.76 FEET TO AN ANGLE POINT, MONUMENTED BY A BRASS CAP;

THENCE S07°58'08" W, A DISTANCE OF 236.06 FEET TO A POINT LOCATED ON THE NORTH LINE OF EAST TWELFTH STREET, MONUMENTED BY A BRASS CAP;

THENCE S89°40'44" W, ALONG THE NORTH LINE OF EAST TWELFTH STREET, A DISTANCE OF 348.71 FEET TO THE SOUTHWEST CORNER OF THE PARCEL, MONUMENTED BY A BRASS CAP;

THENCE N00°52'03" W, ALONG THE WEST LINE OF THE PARCEL AND THE EAST LINE OF SOUTH CONNELL STREET, A DISTANCE OF 853.69 FEET TO THE SOUTHWEST CORNER OF HIGHLAND PARK CEMETERY PLAT, MONUMENTED BY A BRASS CAP;

THENCE N00°16'04" W, ALONG THE WEST LINE OF THE PARCEL AND THE EAST LINE OF SOUTH CONNELL STREET, A DISTANCE OF 1528.82 FEET TO AN ANGLE POINT, MONUMENTED BY A BRASS CAP;

THENCE N02°48'40" W, ALONG THE WEST LINE OF THE PARCEL AND THE EAST LINE OF SOUTH CONNELL STREET, A DISTANCE OF 43.19 FEET TO AN ANGLE POINT, MONUMENTED BY A BRASS CAP;

THENCE N07°33'07" W, ALONG THE WEST LINE OF THE PARCEL AND THE EAST LINE OF SOUTH CONNELL STREET, A DISTANCE OF 78.99 FEET TO AN ANGLE POINT, MONUMENTED BY A BRASS CAP;

THENCE N02°23'37" W, ALONG THE WEST LINE OF THE PARCEL AND THE EAST LINE OF SOUTH CONNELL STREET, A DISTANCE OF 127.68 FEET TO AN ANGLE POINT, MONUMENTED BY A BRASS CAP WITNESS CORNER;

THENCE N69°56'23" E, ALONG THE WEST LINE OF THE PARCEL AND THE EAST LINE OF SOUTH CONNELL STREET, A DISTANCE OF 18.93 FEET TO THE NORTHWEST CORNER OF HIGHLAND PARK CEMETERY PLAT, MONUMENTED BY A BRASS CAP;

THENCE N89°18'01" E, ALONG THE NORTH LINE OF THE PARCEL AND THE SOUTH LINE OF EAST 4TH STREET, A DISTANCE OF 1299.77 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 73.09 ACRES, MORE OR LESS, AND IS SUBJECT TO ANY RIGHTS-OF-WAY AND/OR EASEMENTS, RESERVATIONS, AND ENCUMBRANCES WHICH HAVE BEEN LEGALLY ACQUIRED.

THE TRACT OF LAND, AS IT APPEARS ON THIS PLAT, IS DEDICATED WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS AND PROPRIETORS. THE NAME OF THE SUBDIVISION SHALL BE "HIGHLAND PARK CEMETERY ADDITION NO. 2". ALL ROADS AND STREETS, AS SHOWN HEREON HAVE PREVIOUSLY BEEN DEDICATED TO THE USE OF THE PUBLIC.

TRACEY L. BELSER - CITY CLERK STEVEN FREEL - MAYOR  
 THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY TRACEY L. BELSER, CITY CLERK AND BY STEVEN FREEL, MAYOR OF THE CITY OF CASPER, THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2020.

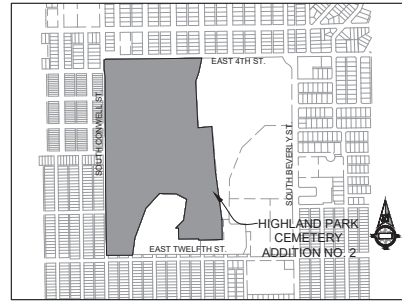
WITNESS MY HAND AND OFFICIAL SEAL  
 MY COMMISSION EXPIRES \_\_\_\_\_ NOTARY PUBLIC

VACATION & REPLAT OF  
 HIGHLAND PARK CEMETERY PLAT &  
 INCLUDING UNPLATTED PORTIONS OF THE  
 N½E¼ OF SECTION 10, T.33N., R.79W., 6TH P.M.  
 AS

HIGHLAND PARK CEMETERY ADDITION NO. 2 SHEET

AN ADDITION TO THE CITY OF CASPER, WYOMING  
 BEING A PORTION OF THE S½E¼ AND THE N½E¼ OF  
 SECTION 10, T.33N., R.79W., 6TH P.M.  
 NATRONA COUNTY, WYOMING

1 OF 17  
 W.O. #17-250



VICINITY MAP  
 NO SCALE

APPROVALS

APPROVED BY THE CITY OF CASPER PLANNING AND ZONING COMMISSION OF CASPER, WYOMING  
 THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2020.

ATTEST: \_\_\_\_\_ CHAIRMAN  
 \_\_\_\_\_ SECRETARY

APPROVED BY THE CITY COUNCIL OF CASPER, WYOMING BY RESOLUTION NO. \_\_\_\_\_ DAILY PASSED,  
 ADOPTED AND APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2020.

ATTEST: \_\_\_\_\_ CITY CLERK \_\_\_\_\_ MAYOR

INSPECTED AND APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2020. \_\_\_\_\_ CITY ENGINEER

INSPECTED AND APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2020. \_\_\_\_\_ CITY SURVEYOR

NOTES

1. ERROR OF CLOSURE EXCEEDS 1:217,099.
2. BASIS OF BEARING IS THE WYOMING STATE PLANE COORDINATE SYSTEM, EAST CENTRAL ZONE, NAD 1983/86.
3. THE CONVERGENCE ANGLE AT THE POINT OF BEGINNING IS 0°04'03.907", AND THE COMBINED FACTOR IS 0.999779.
4. DISTANCES: U.S. SURVEY FOOT
5. ELEVATIONS SHOWN HEREON ARE BASED ON NAVD 88 DATUM AND ARE NOT MEANT TO BE USED AS BENCHMARKS.

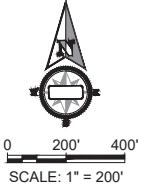
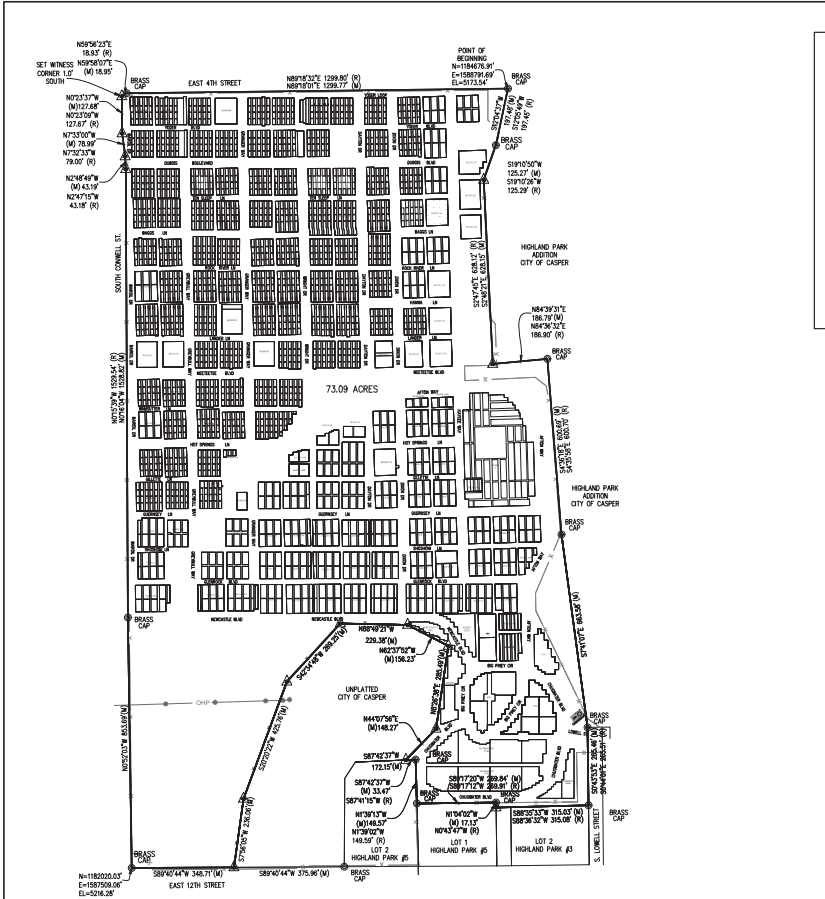
CERTIFICATE OF SURVEYOR

STATE OF WYOMING } ss  
 COUNTY OF NATRONA }

I, WILLIAM R. FEHRINGER, A REGISTERED PROFESSIONAL LAND SURVEYOR, LICENSE NO. 5528, DO HEREBY CERTIFY THAT THIS PLAT WAS MADE FROM NOTES TAKEN DURING AN ACTUAL SURVEY MADE UNDER MY DIRECT SUPERVISION IN JANUARY, 2018, AND THAT THIS PLAT, TO THE BEST OF MY KNOWLEDGE AND BELIEF, CORRECTLY AND ACCURATELY REPRESENTS SAID SURVEY. ALL DIMENSIONS ARE EXPRESSED IN FEET AND DECIMALS THEREOF; COURSES ARE REFERRED TO THE WYOMING STATE PLANE COORDINATE SYSTEM, EAST CENTRAL ZONE, NAD 1983/86, CITY OF CASPER GIS SYSTEM ALL BEING TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY WILLIAM R. FEHRINGER  
 THIS DAY OF \_\_\_\_\_, 2020.

WITNESS MY HAND AND OFFICIAL SEAL  
 MY COMMISSION EXPIRES \_\_\_\_\_ NOTARY PUBLIC



LEGEND

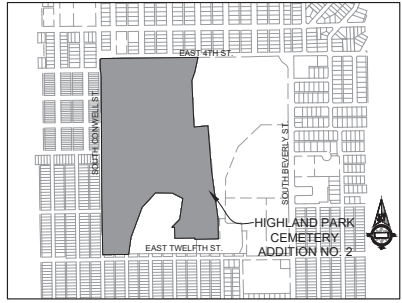
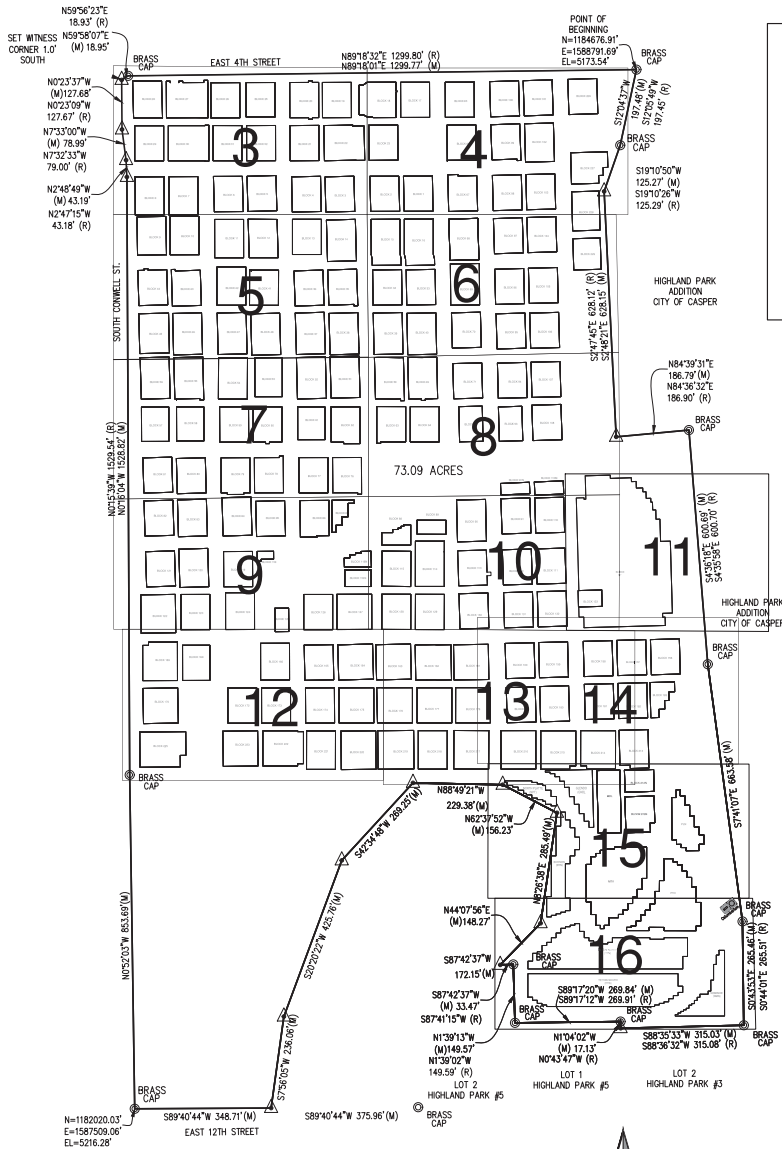
- SET BRASS CAP
- ▲ SET MONUMENT 5/8" REBAR & ALUMINUM CAP
- FOUND MONUMENT AS NOTED



Civil Engineering Professionals, Inc.  
 6880 Enterprise Drive, Casper, WY 82609  
 Phone 307.266.4346 Fax 307.266.0103  
 www.cepi-casper.com

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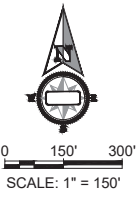
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VICINITY MAP  
NO SCALE

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VACATION & REPLAT OF  
HIGHLAND PARK CEMETERY PLAT &  
INCLUDING UNPLATTED PORTIONS OF THE  
N½E¼ OF SECTION 10, T.33N., R.79W., 6TH P.M.  
AS  
**HIGHLAND PARK CEMETERY ADDITION NO. 2** SHEET

AN ADDITION TO THE CITY OF CASPER, WYOMING  
BEING A PORTION OF THE S½E¼ AND THE N½E¼ OF  
SECTION 10 T.33N., R.79W., 6TH P.M.  
NATRONA COUNTY, WYOMING

EAST 4TH STREET

N89°18'01"E 1299.77' (M)

N59°58'07"E 18.95' (M)

N0°23'57"W 127.68' (M)

SOUTH CONWELL ST.

N73°10'0"W 78.89' (M)

N12°48'49"W 43.18' (M)

N0°10'40"E 1528.82' (M)

BAIRROL DR

YODER BLVD

GRANGER WAY

DUBOIS BOULEVARD

TEN SIFF IN



LEGEND

- SET BRASS CAP
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0 20' 40'  
SCALE: 1" = 20'

VACATION & REPLAT OF  
HIGHLAND PARK CEMETERY PLAT &  
INCLUDING UNPLATTED PORTIONS OF THE  
N½[E] OF SECTION 10, T.33N., R.79W., 6TH P.M.  
AS  
**HIGHLAND PARK CEMETERY ADDITION NO. 2**

AN ADDITION TO THE CITY OF CASPER, WYOMING  
BEING A PORTION OF THE S½[E] AND THE N½[E] OF  
SECTION 10, T.33N., R.79W., 6TH P.M.  
NATRONA COUNTY, WYOMING

SHEET

3 of 17

W.O. #17-250

M. Vard, 2013 Survey #17-250, Highland Cemetery Survey, Plat #VAC REVISIO, Aug. 1/17/2018, Survey

EAST 4TH STREET

S8918.01'W 1299.77' (M)

YODER LOOP



DAYTON DR

DIXON DR

YODER BLVD

DUBOIS BLVD

TEN SLEEP LN

LEGEND

- ▲ SET BRASS CAP
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0 20' 40'  
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VACATION & REPLAT OF  
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N&E1/4 SECTION 10, T.33N., R.79W., 6TH P.M.  
AS

HIGHLAND PARK CEMETERY ADDITION NO. 2

AN ADDITION TO THE CITY OF CASPER, WYOMING  
BEING A PORTION OF THE S&NE1/4 AND THE N&SE1/4 OF  
SECTION 10 T.33N., R.79W., 6TH P.M.  
NATRONA COUNTY, WYOMING

SHEET

4 OF 17

M.O. #17-250

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LEGEND

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0 20' 40'  
 SCALE: 1" = 20'

VACATION & REPLAT OF  
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 NATRONA COUNTY, WYOMING

SHEET

5 of 17

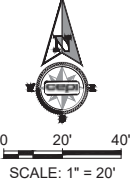
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 NATRONA COUNTY, WYOMING  
 6 OF 17  
 M.O. #17-250

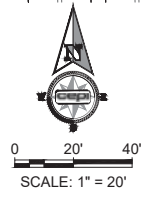
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DR  
BARROL DR  
(N) 289251 W.432.01W



- LEGEND
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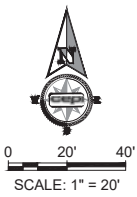
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NATRONA COUNTY, WYOMING



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8 OF 17  
 W.O. #17-250

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BARROLL DR

SOUTH CONWELL ST.  
N07°16'04"W 1528.82' (M)



LEGEND

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SCALE: 1" = 20'

VACATION & REPLAT OF  
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NATRONA COUNTY, WYOMING



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**LEGEND**

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SCALE: 1" = 20'  
 0 20' 40'

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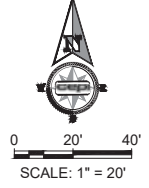
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 NATRONA COUNTY, WYOMING



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**CEPI**  
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 www.cepi-casper.com



S43°36'18"E 660.60' (M)

VACATION & REPLAT OF  
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 BEING A PORTION OF THE S½NE¼ AND THE N½SE¼ OF  
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 NATRONA COUNTY, WYOMING

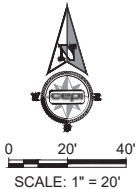
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- LEGEND
- ▲ SET BRASS CAP
  - SET MONUMENT 5/8" REBAR & ALUMINUM CAP
  - FOUND MONUMENT AS NOTED



Civil Engineering Professionals, Inc.  
6080 Enterprise Drive Casper, WY 82609  
Phone 307.266.4346 Fax 307.266.0103  
www.cepi-casper.com



VACATION & REPLAT OF  
HIGHLAND PARK CEMETERY PLAT &  
INCLUDING UNPLATTED PORTIONS OF THE  
N½E¼ OF SECTION 10, T.33N., R.79W., 6TH P.M.  
AS  
**HIGHLAND PARK CEMETERY ADDITION NO. 2**

AN ADDITION TO THE CITY OF CASPER, WYOMING  
BEING A PORTION OF THE S½E¼ AND THE N½E¼ OF  
SECTION 10 T.33N., R.79W., 6TH P.M.  
NATRONA COUNTY, WYOMING

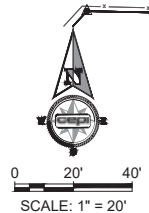


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VACATION & REPLAT OF  
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 N&E1/4 OF SECTION 10, T.33N., R.79W., 6TH P.M.  
 AS  
**HIGHLAND PARK CEMETERY ADDITION NO. 2** SHEET  
 AN ADDITION TO THE CITY OF CASPER, WYOMING  
 BEING A PORTION OF THE SAME AND THE N&E1/4 OF  
 SECTION 10 T.33N., R.79W., 6TH P.M.  
 NATRONA COUNTY, WYOMING  
 13 OF 17  
 M.O. #17-250



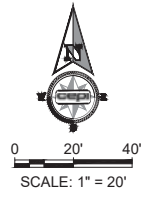
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**LEGEND**

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**CEPI**

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VACATION & REPLAT OF  
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 SECTION 10 T.33N., R.79W., 6TH P.M.  
 NATRONA COUNTY, WYOMING

14 OF 17  
 W.O. #17-250

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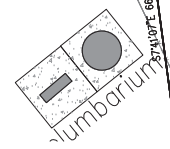
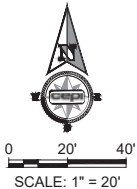


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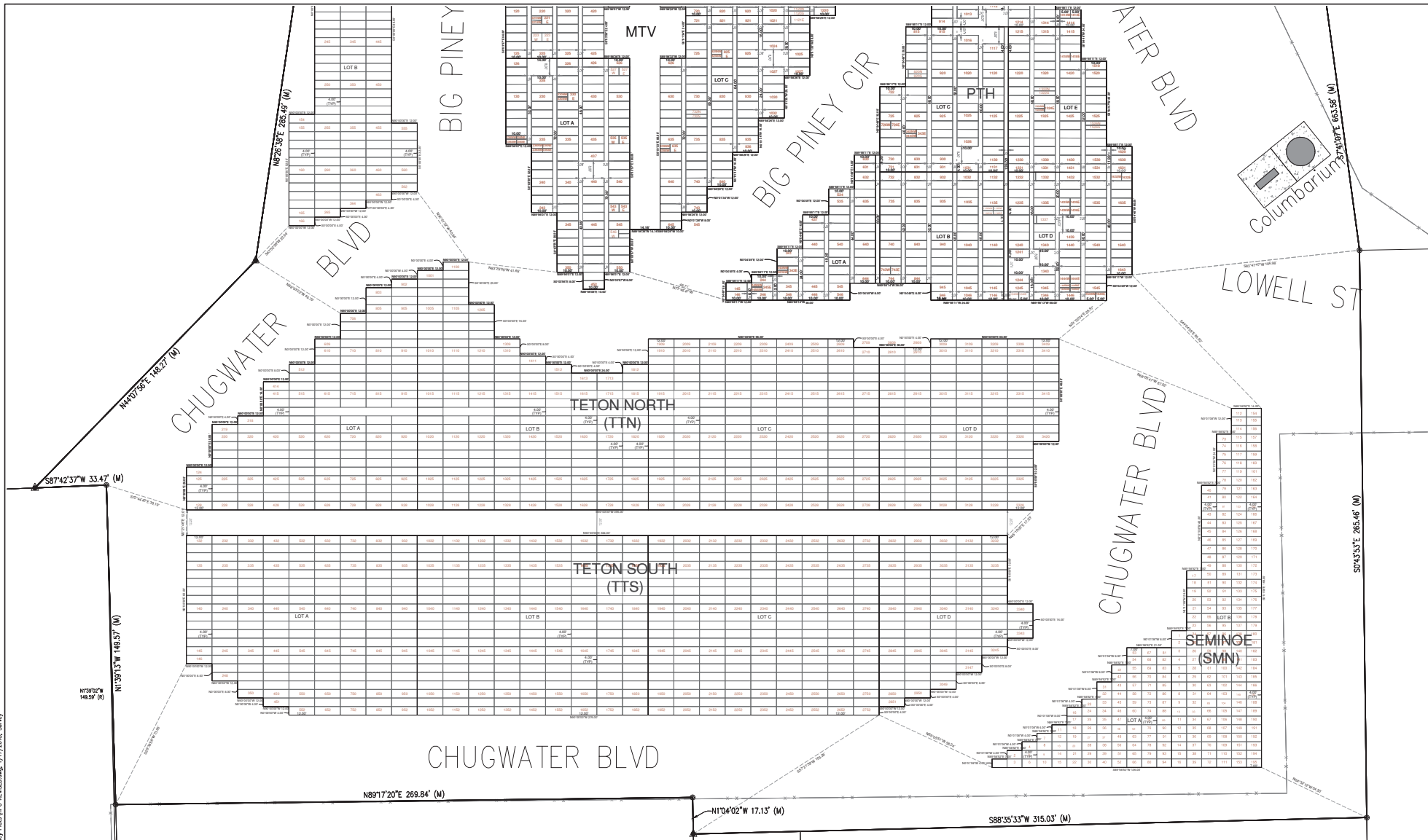


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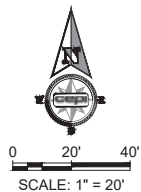


LEGEND

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AN ADDITION TO THE CITY OF CASPER, WYOMING  
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SECTION 10, T.33N., R.79W., 6TH P.M.  
NATRONA COUNTY, WYOMING

Parcel Line Table		
Line #	Length	Direction
L1	10.00	S89°39'28"W
L2	3.96	N0°20'33"W
L3	3.98	S0°20'32"E
L4	10.00	S89°39'28"W
L5	4.00	N0°20'33"W
L6	5.66	S0°20'32"E
L7	10.00	S89°39'28"W
L8	10.00	N89°39'35"E
L9	4.00	S0°12'32"E
L10	10.00	S89°47'28"W
L11	4.00	N0°12'32"W
L12	16.00	S89°47'31"W
L13	16.00	N89°47'28"E
L14	4.00	N0°12'15"W
L15	10.00	N89°47'28"E
L16	4.00	S0°12'15"E
L17	10.00	N89°52'50"E
L18	11.97	N54°40'26"E
L19	2.00	N89°52'56"E
L20	4.00	S0°07'10"E
L21	2.00	S89°52'49"W
L22	6.32	N71°41'12"W
L23	10.00	S89°52'49"W
L24	11.03	N62°35'15"W
L25	10.00	S89°52'49"W
L26	10.00	S87°59'06"W
L27	4.00	N2°00'55"W
L28	1.21	S0°00'54"W
L29	10.00	N89°59'06"W
L30	10.00	S89°59'06"E

Parcel Line Table		
Line #	Length	Direction
L32	4.06	S1°33'48"E
L34	12.21	S15°17'45"E
L35	16.00	S0°50'52"E
L37	16.00	N0°50'52"W
L38	13.26	N14°05'06"W
L39	12.04	N11°15'35"W
L40	16.00	N0°20'20"W
L41	16.00	S0°20'16"E
L42	11.96	S11°19'56"E
L43	16.00	N88°24'00"E
L44	4.00	N1°36'01"W
L45	10.00	N88°24'00"E
L46	4.00	S1°36'01"E
L47	10.00	N88°16'25"E
L48	4.00	S1°43'34"E
L49	10.01	S88°06'51"W
L50	4.00	N1°53'09"W
L51	10.00	S88°38'10"W
L52	4.00	N1°21'50"W
L53	10.00	N88°30'00"E
L54	6.14	S87°52'43"E
L55	10.00	N88°29'54"E
L56	6.06	S84°43'34"E
L57	10.00	N88°33'03"E
L58	5.97	S87°43'50"E
L59	10.00	N88°26'11"E
L60	6.07	S85°22'49"E
L61	10.00	N88°35'24"E
L62	10.00	S88°35'24"W
L63	4.65	N1°24'37"W

Parcel Line Table		
Line #	Length	Direction
L64	15.75	S88°26'11"W
L65	6.18	N87°51'36"W
L66	10.00	S88°33'03"W
L67	5.96	N84°36'59"W
L68	10.00	S88°29'54"W
L69	6.14	N87°52'16"W
L70	10.00	S88°29'53"W
L71	10.00	S88°39'23"W
L72	6.63	N88°25'14"W
L73	10.00	S88°27'56"W
L74	6.94	N89°20'22"W
L75	10.00	S89°22'00"W
L76	5.13	N88°58'05"W
L77	10.00	S88°29'28"W
L78	5.58	S86°13'25"W
L79	10.00	S88°51'42"W
L80	10.00	N88°51'49"E
L81	4.89	N85°52'48"E
L82	16.75	N88°29'27"E
L83	3.76	N0°38'00"W
L84	10.00	N89°22'00"E
L85	4.25	S0°38'29"E
L86	5.28	N88°27'56"E
L87	10.00	N88°27'56"E
L88	6.98	S88°34'18"E
L89	10.00	N88°39'16"E
L90	4.00	S0°01'47"W
L91	10.00	N89°58'14"W
L92	4.00	N0°04'27"W
L93	4.00	S0°09'08"W

Parcel Line Table		
Line #	Length	Direction
L94	10.00	N89°50'51"W
L95	4.00	N0°09'09"E
L96	16.00	N89°47'53"E
L97	4.00	N0°12'07"W
L98	4.00	S0°11'49"E
L99	16.00	N89°48'11"E
L100	4.00	N0°11'49"W
L101	10.00	N89°48'11"E
L102	4.00	S0°11'49"E
L103	10.00	S89°52'59"W
L104	4.00	N0°07'00"W
L105	8.00	N0°20'25"W
L106	16.00	N89°39'35"E
L107	16.00	N89°39'38"E
L108	16.00	N89°39'34"E
L109	10.00	N89°39'27"E
L110	4.00	S0°20'26"E
L111	8.00	S0°00'10"W
L112	14.00	N89°59'43"W
L113	4.00	S0°00'10"W
L114	14.40	N89°13'25"E
L115	8.00	N0°46'31"W
L116	14.40	N89°13'25"E
L117	4.00	N0°46'39"W
L118	14.40	N89°13'25"E
L119	4.00	N0°46'39"W
L120	25.80	N89°13'26"E
L121	10.00	S89°39'19"W
L122	5.00	S0°20'47"E
L123	10.00	S1°54'41"E

Parcel Line Table		
Line #	Length	Direction
L124	8.00	N88°05'15"E
L125	17.19	S1°54'40"E
L126	11.59	N88°05'12"E
L127	10.00	S1°54'47"E
L128	4.00	N88°05'06"E
L129	20.05	S1°54'40"E
L130	7.92	N88°31'03"E
L131	20.00	S1°28'56"E
L132	3.98	S1°28'59"E
L133	9.96	N88°17'49"E
L134	4.90	S1°30'15"E
L135	9.90	S1°40'08"E
L136	6.20	N88°25'05"E
L137	21.33	N89°08'46"E
L138	6.89	S89°48'54"E
L139	21.33	N89°08'28"E
L140	5.64	S84°51'26"E
L141	5.00	S89°08'29"W
L142	9.96	S88°44'26"W
L143	21.33	S89°08'28"W
L144	5.64	N84°51'27"W
L145	21.33	S89°08'28"W
L146	6.90	N89°48'58"W
L147	21.33	S89°08'46"W
L148	15.00	N89°52'10"E
L149	8.40	N0°07'50"W
L150	10.00	N88°37'55"E
L151	7.51	S88°18'43"E
L152	15.00	S88°39'31"W
L153	21.92	S1°20'27"E

Parcel Line Table		
Line #	Length	Direction
L154	11.33	S88°39'35"W
L155	21.94	S1°20'30"E
L156	15.00	S88°28'51"W
L157	21.00	S1°20'29"E
L158	2.05	S0°01'31"E
L159	15.01	N89°59'19"E
L160	14.99	S89°59'19"W
L161	5.94	S0°01'31"E
L162	15.71	S89°59'57"W
L163	8.40	S0°00'04"E
L164	8.40	N0°04'45"E
L165	15.28	N89°55'13"W
L166	8.40	S1°24'30"E
L167	7.00	N89°59'43"W
L168	4.00	S0°00'09"W
L169	7.00	N89°59'52"W
L170	4.00	S0°00'09"W
L171	10.00	S1°54'47"E
L172	12.00	N88°05'11"E
L173	10.00	S1°54'47"E
L174	7.00	S1°54'47"E
L175	16.24	N88°05'15"E

## LINE TABLE

VACATION & REPLAT OF  
HIGHLAND PARK CEMETERY PLAT &  
INCLUDING UNPLATTED PORTIONS OF THE  
N&E¼ OF SECTION 10, T.33N., R.79W., 6TH P.M.  
AS  
HIGHLAND PARK CEMETERY ADDITION NO. 2

AN ADDITION TO THE CITY OF CASPER, WYOMING  
BEING A PORTION OF THE S&NE¼ AND THE N&E¼ OF  
SECTION 10 T.33N., R.79W., 6TH P.M.  
NATRONA COUNTY, WYOMING

SHEET

17 OF 17

N.O. #17-250



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ORDINANCE NO. 3-21

AN ORDINANCE APPROVING THE PLAT OF THE HIGHLAND PARK CEMETERY ADDITION NO. 2.

WHEREAS, the City of Casper has applied for plat approval to create the Highland Park Cemetery Addition No. 2, consisting of a vacation and replat of Highland Park Cemetery, and incorporating un-platted portions of the N1/2SE1/4 of Section 10 T33N, R79W, 6<sup>th</sup> PM, Natrona County, Wyoming (the "plat"); 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 plat; and,

WHEREAS, the final plat 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 plat and should be approved.

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

SECTION 1:

The final plat creating the Highland Park Cemetery Addition No. 2 is hereby approved.

SECTION 2:

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

PASSED on 1st reading the 19<sup>th</sup> day of January 2021.

PASSED on 2nd reading the 2<sup>nd</sup> day of February 2021.

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

APPROVED AS TO FORM:

*Walter Trout*

---

ATTEST:

---

Fleur Tremel  
City Clerk

CITY OF CASPER, WYOMING  
A Municipal Corporation

---

Steven K. Freel  
Mayor

# Proposed East 7th Street Vacation



ORDINANCE NO.5-21

AN ORDINANCE APPROVING THE VACATION OF EAST  
7<sup>TH</sup> STREET BETWEEN SOUTH JACKSON STREET AND  
THE PUBLIC ALLEY BISECTING BLOCKS 62 AND 63,  
SHERIDAN HEIGHTS ADDITION

WHEREAS, the City of Casper has received a request to vacate East 7<sup>th</sup> Street between South Jackson Street, and the public alley bisecting Blocks 62 and 63 of the Sheridan Heights Addition, as described in a survey attached hereto as Exhibit A, which by reference herein is hereby incorporated as fully set forth; and,

WHEREAS, upon the vacation of East 7<sup>th</sup> Street, two (2) utility easements shall be reserved, as described in Exhibit A; and,

WHEREAS, a petition containing the signatures of a majority of the owners who own a majority of the property abutting the segments of the right-of-way proposed to be vacated and extending 300 feet in all directions from the street to be vacated has been submitted to the City as provided by W.S. §15-4-305; and,

WHEREAS, signed consents have been submitted from all Casper utility companies agreeing to release and abandon the existing utility easement associated with the seventy (70) foot wide street right-of-way being vacated; and,

WHEREAS, the City of Casper has determined that the described portion of the East 7<sup>th</sup> Street right-of-way can be vacated without adversely impacting utility services or traffic circulation in the surrounding area; and,

WHEREAS, it is the desire of the governing body of the City of Casper to approve said vacation.

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

SECTION 1:

That the vacation of East 7<sup>th</sup> Street between South Jackson Street and the public alley bisecting Blocks 62 and 63, Sheridan Heights Addition, as described in Exhibit A, is hereby approved.

SECTION 2:

Two (2) utility easements are hereby reserved within the vacated East 7<sup>th</sup> Street right-of-way, as described in Exhibit A.

SECTION 3:

That the vacated portion of public right-of-way (alley) shall revert to the adjoining land owners, as provided by law.

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 2<sup>nd</sup> day of February, 2021.

PASSED on 2nd reading the \_\_\_\_\_ day of \_\_\_\_\_, 202  .

PASSED, APPROVED, AND ADOPTED on 3rd and final reading the \_\_\_\_\_ day of \_\_\_\_\_, 202  .

APPROVED AS TO FORM:

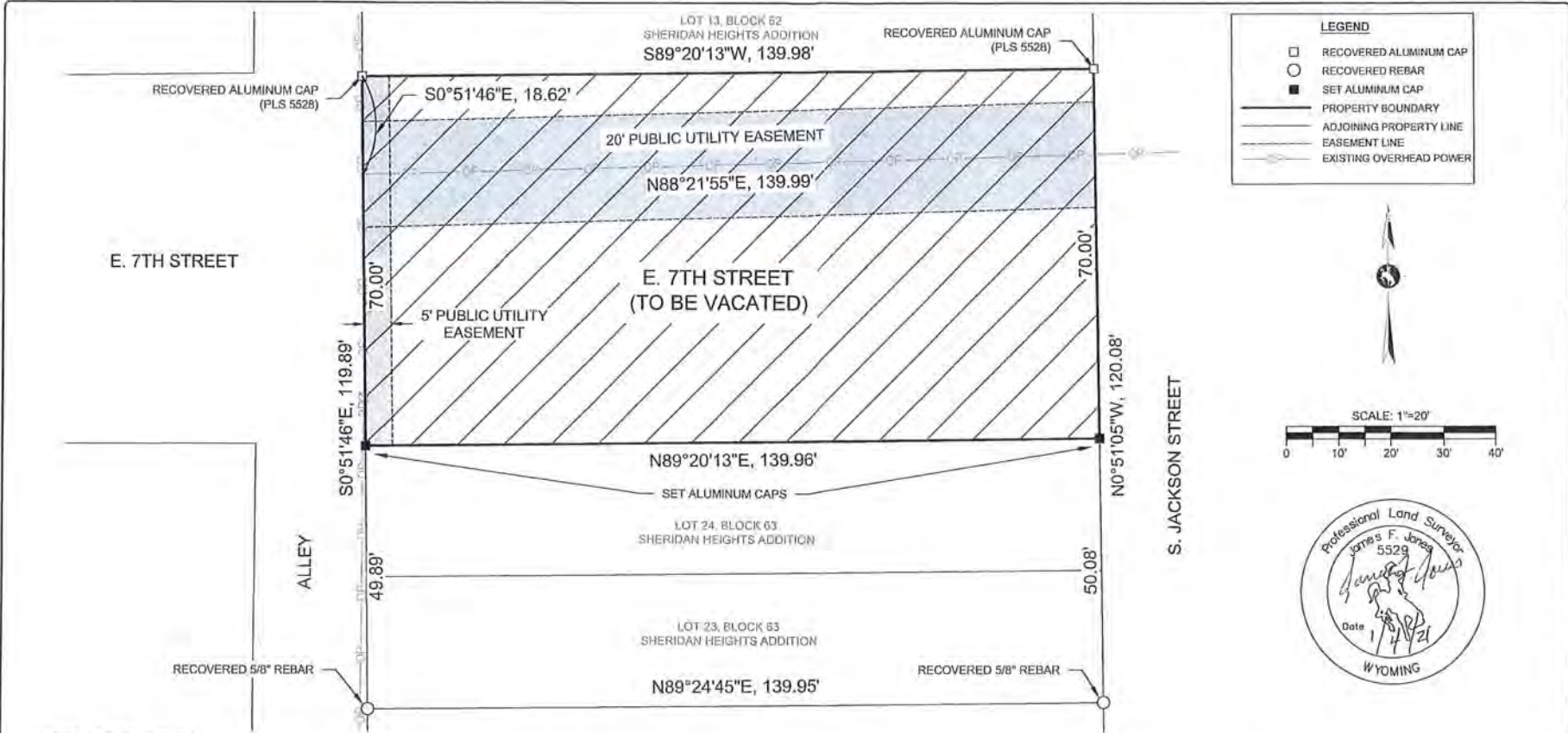
Wallie Tremel

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

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



**LEGEND**

- RECOVERED ALUMINUM CAP
- RECOVERED REBAR
- SET ALUMINUM CAP
- PROPERTY BOUNDARY
- ADJOINING PROPERTY LINE
- EASEMENT LINE
- EXISTING OVERHEAD POWER

SCALE: 1"=20'

Professional Land Surveyor  
 Jones F. Jones  
 5529  
 Date 1/4/21  
 WYOMING

**LEGAL DESCRIPTION**

A PART OF EAST 7TH STREET BEING SOUTH OF BLOCK 62 AND NORTH OF BLOCK 63 AND BEING WEST OF SOUTH JACKSON STREET AND EAST OF SOUTH MCKINLEY STREET, SHERIDAN HEIGHTS ADDITION TO THE CITY OF CASPER, LOCATED IN THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER (SE1/4NW1/4) OF SECTION 10, TOWNSHIP 33 NORTH, RANGE 79 WEST, 6TH PRINCIPAL MERIDIAN, NATRONA COUNTY, WYOMING BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT AN ALUMINUM CAP MONUMENTING THE SOUTHWEST CORNER OF LOT 13, BLOCK 62 OF THE SHERIDAN HEIGHTS ADDITION TO THE CITY OF CASPER; THENCE S.00°51'46"E., 70.00 FEET TO AN ALUMINUM CAP MONUMENTING THE NORTHWEST CORNER OF LOT 24, BLOCK 63 OF THE SHERIDAN HEIGHTS ADDITION TO THE CITY OF CASPER AND THE SOUTHWEST CORNER OF SAID PORTION OF EAST 7TH STREET; THENCE N.89°20'13"E., 139.95 FEET TO AN ALUMINUM CAP MONUMENTING THE NORTHEAST CORNER OF LOT 24, BLOCK 63 OF THE SHERIDAN HEIGHTS ADDITION TO THE CITY OF CASPER AND THE SOUTHWEST CORNER OF SAID PORTION OF EAST 7TH STREET; THENCE W.82°51'05"W., 79.99 FEET TO AN ALUMINUM CAP MONUMENTING THE SOUTHWEST CORNER OF LOT 13, BLOCK 62 OF THE SHERIDAN HEIGHTS ADDITION TO THE CITY OF CASPER AND THE NORTHEAST CORNER OF SAID PORTION OF EAST 7TH STREET; THENCE S.89°20'13"W., 139.98 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINING 9,798 SQUARE FEET MORE OR LESS.

**20' PUBLIC UTILITY EASEMENT DESCRIPTION**

A 20.00 FOOT WIDE PUBLIC UTILITY EASEMENT BEING A PORTION OF THE VACATED PORTION OF E. 7TH STREET BETWEEN S. MCKINLEY STREET AND S. JACKSON STREET, SITUATED IN THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER (SE1/4NW1/4) OF SECTION 10, TOWNSHIP 33 NORTH, RANGE 79 WEST, 6TH PRINCIPAL MERIDIAN, NATRONA COUNTY, WYOMING; SAID EASEMENT'S CENTERLINE BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT AN ALUMINUM CAP MONUMENTING THE SOUTHWEST CORNER OF LOT 13, BLOCK 62 OF THE SHERIDAN HEIGHTS ADDITION TO THE CITY OF CASPER; THENCE S.00°51'46"E., 18.82 FEET TO THE POINT OF BEGINNING; THENCE N.88°21'55"E., ALONG THE CENTERLINE OF SAID PUBLIC UTILITY EASEMENT 139.99 FEET TO THE POINT OF TERMINATION, BEING LOCATED ON THE WEST LINE OF SOUTH JACKSON STREET. SAID PUBLIC UTILITY EASEMENT CONTAINS 2,800 SQUARE FEET MORE OR LESS.

**5' PUBLIC UTILITY EASEMENT DESCRIPTION**

A PUBLIC UTILITY EASEMENT BEING A PORTION OF THE VACATED EAST 7TH STREET R.O.W. BEING SOUTH OF BLOCK 62 AND NORTH OF BLOCK 63 AND BEING WEST OF SOUTH JACKSON STREET AND EAST OF SOUTH MCKINLEY STREET, SHERIDAN HEIGHTS ADDITION TO THE CITY OF CASPER, LOCATED IN THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER (SE1/4NW1/4) OF SECTION 10, TOWNSHIP 33 NORTH, RANGE 79 WEST, 6TH PRINCIPAL MERIDIAN, NATRONA COUNTY, WYOMING; SAID EASEMENT BEING FIVE (5) FEET WIDE AND BEING LOCATED ALONG THE WESTERN EDGE OF SAID VACATED PORTION OF EAST 7TH STREET'S R.O.W. SAID PUBLIC UTILITY EASEMENT CONTAINING 390 SQUARE FEET MORE OR LESS.



ORDINANCE NO. 6-21

AN ORDINANCE REPEALING ORDINANCE NO. 54-00 AS CODIFIED BY ARTICLE IV, CHAPTER 9.40 OF THE CASPER MUNICIPAL CODE AND CREATING A NEW ARTICLE IV – OF CHAPTER 9.40 OF THE CASPER MUNICIPAL CODE TITLED “SALE OF NICOTINE PRODUCTS”.

WHEREAS, the governing body of the City of Casper has the authority granted by Wyoming State Statute §15-1-103(a)(xiii) and (xli) to adopt ordinances and resolutions necessary to protect the health, safety and welfare of the City and of its citizens; 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, effective July 1, 2020, Wyoming Statutes §§ 14-3-301 *et. seq.*, prohibit the sale of nicotine and tobacco products to persons under twenty-one years old and the purchase, possession and use of and nicotine and tobacco products by persons under twenty-one years of age; 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 repeal Ordinance No. 54-00 as codified by Article IV, Chapter 9.40 of the Casper Municipal Code, and Create a new Article IV of Chapter 9.40 of the Casper Municipal Code titled “Sale of Nicotine Products” for the purpose of consistency between the Wyoming State Statutes and the Casper Municipal Code.

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

Section 1: Chapter 9.40 Offenses by or Against Minors – Article IV – Sale of Tobacco (Sections 9.40.150 through 9.40.190), is repealed and to be replaced by Section 2 of this Ordinance.

Section 2: Chapter 9.40 Offenses by or Against Minors – Article IV titled “Sale of Nicotine Products” (Sections 9.40.150 through 9.40.190) is hereby created and shall be codified as follows:

9.40.150 - Definitions.

A. As used in this article:

1. "Tobacco products" means any substance containing tobacco leaf or any product made or derived from tobacco that contains nicotine including, but not limited to, cigarettes, cigars, pipe tobacco, snuff, chewing tobacco or dipping tobacco;
2. "Vending machine" means any mechanical, electric or electronic self-service device which, upon insertion of money, tokens, or any other form of payment, dispenses nicotine products;
3. "Retailer" means a business of any kind at a specific location that sells nicotine products to a user or consumer;
4. "Self service display" means any display of nicotine products that is located in an area where customers are permitted and where the nicotine products are readily accessible to a customer without the assistance of a salesperson;
5. "Electronic cigarette" means any device that can be used to deliver aerosolized or vaporized nicotine or synthetic nicotine material to the person using the device and includes any component, part and accessory of the device and any vapor material intended to be aerosolized or vaporized during the use of the device. "Electronic cigarette" includes, without limitation, any electronic cigar, electronic cigarillo, electronic pipe, electronic hooka, vapor pen and any similar product or device. "Electronic cigarette" does not include a battery or battery charger if sold separately from the electronic cigarette and does not include any product regulated as a drug or device by the United States food and drug administration under subchapter V of the Food, Drug and Cosmetic Act;
6. "Nicotine products" means tobacco products and electronic cigarettes;
7. "Vapor material" means any liquid solution or other material containing nicotine or synthetic nicotine that is depleted as an electronic cigarette is used. "Vapor material" includes liquid solution or other material containing nicotine or synthetic nicotine that is sold with or inside an electronic cigarette.

#### 9.40.160 – Prohibited sales or delivery

- A. No individual shall sell, offer for sale, give away or deliver nicotine products to any person under the age of twenty-one (21) years.
- B. Any individual violating subsection A. of this section is guilty of a misdemeanor punishable by a fine of not more than:
  1. Two hundred fifty dollars (\$250.00) for a first violation committed within a twenty-four (24) month period. The court may allow the defendant to perform community service or attend a tobacco or nicotine cessation program and be granted credit against his fine and court costs at the rate of ten dollars (\$10.00) for each hour of work performed or each hour of tobacco or nicotine cessation program attended;

2. Five hundred dollars (\$500.00) for a second violation committed within a twenty-four (24) month period, regardless of the locations where the violations occurred. The court may allow the defendant to perform community service or attend a tobacco or nicotine cessation program and be granted credit against his fine and court costs at the rate of ten dollars (\$10.00) for each hour of work performed or each hour of tobacco or nicotine cessation program attended;
  3. Seven hundred fifty dollars (\$750.00) for a third or subsequent violation committed within a twenty-four (24) month period, regardless of the locations where the violations occurred. The court may allow the defendant to perform community service and be granted credit against his fine and court costs at the rate of ten dollars (\$10.00) for each hour of work performed.
- C. No retailer shall sell, permit the sale, offer for sale, give away or deliver nicotine products to any person under the age of twenty-one (21) years.
- D. Any person violating subsection C. of this section is guilty of a misdemeanor punishable by a fine of not more than:
1. Two hundred fifty dollars (\$250.00) for a first violation committed within a twenty-four (24) month period;
  2. Five hundred dollars (\$500.00) for a second violation committed within a twenty-four (24) month period;
  3. Seven hundred fifty dollars (\$750.00) for a third or subsequent violation committed within a twenty- four (24) month period.
- E. Nothing in this Municipal Code Chapter shall modify or limit the provisions for injunctive relief pursuant to Wyoming Statutes §14-3-302 (e).
- F. It is an affirmative defense to a prosecution under subsections A. and C. of this section that, in the case of a sale, the person who sold the nicotine product was presented with, and reasonably relied upon, an identification card which identified the person buying or receiving the nicotine product as being over twenty-one (21) years of age.
- G. Notwithstanding the provisions of subsection D. of this section, no fine for a violation of subsection C. of this section shall be imposed for a first offense in a twenty-four (24) month period if the retailer can show it had:
1. Adopted and enforced a written policy against selling nicotine products to persons under the age of twenty-one (21) years;
  2. Informed its employees of the applicable laws regarding the sale of nicotine products to persons under the age of twenty-one (21) years;

3. Required employees to verify the age of nicotine product customers by way of photographic identification or by means of electronic transaction scan device; and
4. Established and imposed disciplinary sanctions for noncompliance.

9.40.170 Posted notice required; location of vending machines

A. Any person who sells nicotine products shall post signs informing the public of the age restrictions provided by this article at or near every display of nicotine products and on or upon every vending machine which offers nicotine products for sale. Each sign shall be plainly visible and shall contain a statement communicating that the sale of nicotine products to persons under twenty-one (21) years of age is prohibited by law. Any person who owns, operates or manages a business where nicotine products are offered for sale at retail and at which persons under the age of twenty-one (21) are allowed admission with or without an adult, shall maintain all nicotine products within the line of sight of a cashier or other employee or under the control of the cashier or other employee. For purposes of this subsection:

1. "Within the line of sight" means visible to a cashier or other employee while at the sales counter; and
2. "Under control" means protected by security, surveillance or detection methods.

B. No person shall sell or offer nicotine products:

1. Through a vending machine unless the vending machine is located in:
  - a. Businesses, factories, offices or other places not open to the general public;
  - b. Places to which persons under the age of twenty-one (21) years of age are not permitted access; or
  - c. Business premises where alcoholic or malt beverages are sold or dispensed and where entry by persons under twenty-one (21) years of age is prohibited.
2. Through a self service display except in:
  - a. A vending machine as permitted in paragraph 1. of this subsection; or
  - b. A business where entry by persons under twenty-one (21) years of age is prohibited.

- C. Any person violating subsection A. or B. of this section is guilty of a misdemeanor punishable by a fine of not more than:
1. Two hundred fifty dollars (\$250.00) for a first violation committed within a twenty-four (24) month period;
  2. Five hundred dollars (\$500.00) for a second violation committed within a twenty-four (24) month period;
  3. Seven hundred fifty dollars (\$750.00) for a third or subsequent violation committed within a twenty- four (24) month period.
- D. For purposes of subsection A. of this section, each day of continued violation under subsection A. or B. of this section shall be deemed a separate offense.
- E. Nothing in this Municipal Code Chapter shall modify or limit the provisions for injunctive relief pursuant to Wyoming Statute §14-3-303(e).

9.40.180 Purchase by person under twenty-one years of age prohibited.

- A. No person under the age of twenty-one (21) years shall purchase or attempt to purchase nicotine products, or misrepresent his identity or age, or use any false or altered identification for the purpose of purchasing or attempting to purchase nicotine products. A person shall not be arrested for an alleged violation of this subsection but shall be issued a citation as a charging document by a peace officer having probable cause to believe the person violated this subsection. An officer issuing a citation shall deposit one (1) copy of the citation with the court having jurisdiction over the alleged offense. Bond may be posted and forfeited for an offense charged under this section in an amount equal to the fine imposed by subsection B. of this section.
- B. Any person violating subsection A. of this section is guilty of a misdemeanor punishable by a fine of twenty-five dollars (\$25.00).
- C. In lieu of the fine under subsection B. of this section, the court may allow the defendant to perform community service or attend a tobacco or nicotine cessation program and be granted credit against his fine and court costs at the rate of ten dollars (\$10.00) for each hour of work performed or each hour of tobacco or nicotine cessation program attended.
- D. No conviction under this section, whether by guilty plea, adjudication of guilt or forfeiture of bond shall be reported by the court to any law enforcement agency. Upon payment of the fine imposed by subsection B. of this section, a criminal conviction under this section shall be expunged by operation of law from all records of the court six (6)

months after the entry of conviction. For any person whose record of conviction was expunged under this subsection, the conviction is deemed not to have occurred and the individual may reply accordingly upon any inquiry in the matter. No expungement under this subsection shall be considered for purposes of any other law providing for expungement.

9.40.190 Possession or use by person under twenty-one years of age prohibited.

- A. It is unlawful for any person under the age of twenty-one (21) years to possess or use any nicotine products. A person shall not be arrested for an alleged violation of this subsection but shall be issued a citation as a charging document by a peace officer having probable cause to believe the person violated this subsection. An officer issuing a citation shall deposit one (1) copy of the citation with the court having jurisdiction over the alleged offense. Bond may be posted and forfeited for an offense charged under this section in an amount equal to the fine imposed by subsection B. of this section.
- B. Any person violating subsection A. of this section is guilty of a misdemeanor punishable by a fine of twenty-five dollars (\$25.00).
- C. In lieu of the fine under subsection B. of this section, the court may allow the defendant to perform community service or attend a tobacco or nicotine cessation program and be granted credit against his fine and court costs at the rate of ten dollars (\$10.00) for each hour of work performed or each hour of tobacco or nicotine cessation program attended.
- D. No conviction under this section, whether by guilty plea, adjudication of guilt or forfeiture of bond shall be reported by the court to any law enforcement agency. Upon payment of the fine imposed by subsection B. of this section, a criminal conviction under this section shall be expunged by operation of law from all records of the court six (6) months after the entry of conviction. For any person whose record of conviction was expunged under this subsection, the conviction is deemed not to have occurred and the individual may reply accordingly upon any inquiry in the matter. No expungement under this subsection shall be considered for purposes of any other law providing for expungement.

PASSED on 1<sup>st</sup> reading the 2<sup>nd</sup> day of February, 2021

PASSED on 2<sup>nd</sup> reading the \_\_\_\_\_ day of \_\_\_\_\_, 2021

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

APPROVED AS TO FORM:

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ATTEST:


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Fleur Tremel  
City Clerk

CITY OF CASPER, WYOMING  
A Municipal Corporation

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Steven K. Freel  
Mayor

 KeyCite Yellow Flag - Negative Treatment  
Proposed Legislation

West's Wyoming Statutes Annotated  
Title 14. Children (Refs & Annos)  
Chapter 3. Protection (Refs & Annos)  
Article 3. Sale of Nicotine Products

W.S.1977 § 14-3-301

## § 14-3-301. Definitions

Effective: July 1, 2020  
Currentness

(a) As used in this article:

(i) "Tobacco products" means any substance containing tobacco leaf or any product made or derived from tobacco that contains nicotine including, but not limited to, cigarettes, cigars, pipe tobacco, snuff, chewing tobacco or dipping tobacco;

(ii) "Vending machine" means any mechanical, electric or electronic self-service device which, upon insertion of money, tokens, or any other form of payment, dispenses nicotine products;

(iii) "Retailer" means a business of any kind at a specific location that sells nicotine products to a user or consumer;

(iv) "Self service display" means any display of nicotine products that is located in an area where customers are permitted and where the nicotine products are readily accessible to a customer without the assistance of a salesperson;

(v) "Electronic cigarette" means any device that can be used to deliver aerosolized or vaporized nicotine or synthetic nicotine material to the person using the device and includes any component, part and accessory of the device and any vapor material intended to be aerosolized or vaporized during the use of the device. "Electronic cigarette" includes, without limitation, any electronic cigar, electronic cigarillo, electronic pipe, electronic hooka, vapor pen and any similar product or device. "Electronic cigarette" does not include a battery or battery charger if sold separately from the electronic cigarette and does not include any product regulated as a drug or device by the United States food and drug administration under subchapter V of the Food, Drug and Cosmetic Act;

(vi) "Nicotine products" means tobacco products and electronic cigarettes;

(vii) "Vapor material" means any liquid solution or other material containing nicotine or synthetic nicotine that is depleted as an electronic cigarette is used. "Vapor material" includes liquid solution or other material containing nicotine or synthetic nicotine that is sold with or inside an electronic cigarette.



**Credits**

Laws 1991, ch. 76, § 1; Laws 2000, ch. 93, § 2, eff. July 1, 2000; Laws 2007, ch. 93, § 1, eff. July 1, 2007; Laws 2013, ch. 144, § 1, eff. March 13, 2013; Laws 2020, ch. 53, § 1, eff. July 1, 2020; Laws 2020, ch. 83, § 1, eff. July 1, 2020; Laws 2020, ch. 86, § 2, eff. July 1, 2020.

W. S. 1977 § 14-3-301, WY ST § 14-3-301

Current through the 2020 Budget Session of the Wyoming Legislature. Current through Chapters 1-3 of the 2020 Special Session of the Wyoming Legislature.

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West's Wyoming Statutes Annotated  
Title 14. Children (Refs & Annos)  
Chapter 3. Protection (Refs & Annos)  
Article 3. Sale of Nicotine Products

W.S.1977 § 14-3-302

§ 14-3-302. Prohibited sales or delivery

Effective: July 1, 2020

Currentness

(a) No individual shall sell, offer for sale, give away or deliver nicotine products to any person under the age of twenty-one (21) years.

(b) Any individual violating W.S. 14-3-309 or subsection (a) of this section is guilty of a misdemeanor punishable by a fine of not more than:

(i) Two hundred fifty dollars (\$250.00) for a first violation committed within a twenty-four (24) month period. The court may allow the defendant to perform community service or attend a tobacco or nicotine cessation program and be granted credit against his fine and court costs at the rate of ten dollars (\$10.00) for each hour of work performed or each hour of tobacco or nicotine cessation program attended;

(ii) Five hundred dollars (\$500.00) for a second violation committed within a twenty-four (24) month period, regardless of the locations where the violations occurred. The court may allow the defendant to perform community service or attend a tobacco or nicotine cessation program and be granted credit against his fine and court costs at the rate of ten dollars (\$10.00) for each hour of work performed or each hour of tobacco or nicotine cessation program attended;

(iii) Seven hundred fifty dollars (\$750.00) for a third or subsequent violation committed within a twenty- four (24) month period, regardless of the locations where the violations occurred. The court may allow the defendant to perform community service and be granted credit against his fine and court costs at the rate of five dollars (\$5.00) for each hour of work performed.

(c) No retailer shall sell, permit the sale, offer for sale, give away or deliver nicotine products to any person under the age of twenty-one (21) years.

(d) Any person violating subsection (c) of this section is guilty of a misdemeanor punishable by a fine of not more than:

(i) Two hundred fifty dollars (\$250.00) for a first violation committed within a twenty-four (24) month period;

(ii) Five hundred dollars (\$500.00) for a second violation committed within a twenty-four (24) month period;

(iii) Seven hundred fifty dollars (\$750.00) for a third or subsequent violation committed within a twenty- four (24) month period.

(e) In addition to the penalties under paragraph (d)(iii) of this section, any person violating subsection (c) of this section for a third or subsequent time within a two (2) year period may be subject to an injunction. The department of revenue or the district attorney of the county in which the offense occurred, may petition the district court for an injunction to prohibit the sale of nicotine products in the establishment where the violation occurred. If the court finds that the respondent in the action has violated the provisions of subsection (c) of this section for a third or subsequent time within a two (2) year period and may continue to violate such provisions, it may grant an injunction prohibiting the respondent from selling nicotine products in the establishment where the violation occurred for a period of not more than one hundred eighty (180) days. For the purposes of this subsection, multiple violations occurring before the petition for the injunction is filed shall be deemed part of the violation for which the injunction is sought. If the person against whom the injunction is sought operates multiple, geographically separate establishments, the injunction shall apply only to the establishment where the violation occurred. The injunction shall prohibit all sales of nicotine products in the establishment where the violation occurred, regardless of any change in ownership or management of the establishment that is not a bona fide, arms length transaction while the injunction is in effect.

(f) It is an affirmative defense to a prosecution under subsections (a) and (c) of this section that, in the case of a sale, the person who sold the nicotine product was presented with, and reasonably relied upon, an identification card which identified the person buying or receiving the nicotine product as being over twenty-one (21) years of age.

(g) Notwithstanding the provisions of subsection (d) of this section, no fine for a violation of subsection (c) of this section shall be imposed for a first offense in a twenty-four (24) month period if the retailer can show it had:

(i) Adopted and enforced a written policy against selling nicotine products to persons under the age of twenty-one (21) years;

(ii) Informed its employees of the applicable laws regarding the sale of nicotine products to persons under the age of twenty-one (21) years;

(iii) Required employees to verify the age of nicotine product customers by way of photographic identification or by means of electronic transaction scan device; and

(iv) Established and imposed disciplinary sanctions for noncompliance.

#### **Credits**

Laws 1991, ch. 76, § 1; Laws 2000, ch. 93, § 2, eff. July 1, 2000; Laws 2020, ch. 83, § 1, eff. July 1, 2020; Laws 2020, ch. 86, § 2, eff. July 1, 2020.

W. S. 1977 § 14-3-302, WY ST § 14-3-302

Current through the 2020 Budget Session of the Wyoming Legislature. Current through Chapters 1-3 of the 2020 Special Session of the Wyoming Legislature.

West's Wyoming Statutes Annotated  
Title 14. Children (Refs & Annos)  
Chapter 3. Protection (Refs & Annos)  
Article 3. Sale of Nicotine Products

W.S.1977 § 14-3-303

§ 14-3-303. Posted notice required; location of vending machines

Effective: July 1, 2020

Currentness

(a) Any person who sells nicotine products shall post signs informing the public of the age restrictions provided by this article at or near every display of nicotine products and on or upon every vending machine which offers nicotine products for sale. Each sign shall be plainly visible and shall contain a statement communicating that the sale of nicotine products to persons under twenty-one (21) years of age is prohibited by law. Any person who owns, operates or manages a business where nicotine products are offered for sale at retail and at which persons under the age of twenty-one (21) are allowed admission with or without an adult, shall maintain all nicotine products within the line of sight of a cashier or other employee or under the control of the cashier or other employee. For purposes of this subsection:

(i) "Within the line of sight" means visible to a cashier or other employee while at the sales counter; and

(ii) "Under control" means protected by security, surveillance or detection methods.

(b) No person shall sell or offer nicotine products:

(i) Through a vending machine unless the vending machine is located in:

(A) Businesses, factories, offices or other places not open to the general public;

(B) Places to which persons under the age of twenty-one (21) years of age are not permitted access; or

(C) Business premises where alcoholic or malt beverages are sold or dispensed and where entry by persons under twenty-one (21) years of age is prohibited.

(ii) Through a self service display except in:

(A) A vending machine as permitted in paragraph (i) of this subsection; or

(B) A business where entry by persons under twenty-one (21) years of age is prohibited.

(c) Any person violating subsection (a) or (b) of this section is guilty of a misdemeanor punishable by a fine of not more than:

(i) Two hundred fifty dollars (\$250.00) for a first violation committed within a twenty-four (24) month period;

(ii) Five hundred dollars (\$500.00) for a second violation committed within a twenty-four (24) month period;

(iii) Seven hundred fifty dollars (\$750.00) for a third or subsequent violation committed within a twenty-four (24) month period.

(d) For purposes of subsection (c) of this section, each day of continued violation under subsection (a) or (b) of this section shall be deemed a separate offense.

(e) In addition to the penalties under paragraph (c)(iii) of this section, any person violating subsection (a) or (b) of this section for a third or subsequent time within a two (2) year period may be subject to an injunction. The department or the district attorney of the county in which the offense occurred, may petition the district court for an injunction to prohibit the sale of nicotine products from the vending machines or the establishment where the violation occurred. If the court finds that the respondent in the action has violated the provisions of subsection (a) or (b) of this section for a third or subsequent time within a two (2) year period and may continue to violate such provisions, it may grant an injunction prohibiting the respondent from selling nicotine products from vending machines or from the establishment where the violation occurred for a period of not more than one hundred eighty (180) days. For the purposes of this subsection, multiple violations occurring before the petition for the injunction is filed shall be deemed part of the violation for which the injunction is sought. If the person against whom the injunction is sought operates multiple, geographically separate establishments or vending machines, the injunction shall apply only to the establishment where the violation occurred and to the vending machines resulting in the violation. The injunction shall prohibit all sales of nicotine products from the vending machines or the establishment involved in the violation, regardless of any change in ownership or management of the vending machines or the establishment that is not a bona fide, arms length transaction while the injunction is in effect.

#### **Credits**

Laws 1991, ch. 76, § 1; Laws 2000, ch. 93, § 2, eff. July 1, 2000; Laws 2007, ch. 93, § 1, eff. July 1, 2007; Laws 2020, ch. 83, § 1, eff. July 1, 2020.

W. S. 1977 § 14-3-303, WY ST § 14-3-303

Current through the 2020 Budget Session of the Wyoming Legislature. Current through Chapters 1-3 of the 2020 Special Session of the Wyoming Legislature.

West's Wyoming Statutes Annotated  
Title 14. Children (Refs & Annos)  
Chapter 3. Protection (Refs & Annos)  
Article 3. Sale of Nicotine Products

W.S.1977 § 14-3-304

## § 14-3-304. Purchase by person under twenty-one years of age prohibited

Effective: July 1, 2020

Currentness

(a) No person under the age of twenty-one (21) years shall purchase or attempt to purchase nicotine products, or misrepresent his identity or age, or use any false or altered identification for the purpose of purchasing or attempting to purchase nicotine products. A person shall not be arrested for an alleged violation of this subsection but shall be issued a citation as a charging document by a peace officer having probable cause to believe the person violated this subsection. An officer issuing a citation shall deposit one (1) copy of the citation with the court having jurisdiction over the alleged offense. Bond may be posted and forfeited for an offense charged under this section in an amount equal to the fine imposed by subsection (b) of this section.

(b) Any person violating subsection (a) of this section is guilty of a misdemeanor punishable by a fine of twenty-five dollars (\$25.00).

(i) to (iii) Repealed by Laws 2020, ch. 83, § 2, eff. July 1, 2020.

(c) In lieu of the fine under subsection (b) of this section, the court may allow the defendant to perform community service or attend a tobacco or nicotine cessation program and be granted credit against his fine and court costs at the rate of ten dollars (\$10.00) for each hour of work performed or each hour of tobacco or nicotine cessation program attended.

(d) No conviction under this section, whether by guilty plea, adjudication of guilt or forfeiture of bond shall be reported by the court to any law enforcement agency. Upon payment of the fine imposed by subsection (b) of this section, a criminal conviction under this section shall be expunged by operation of law from all records of the court six (6) months after the entry of conviction. For any person whose record of conviction was expunged under this subsection, the conviction is deemed not to have occurred and the individual may reply accordingly upon any inquiry in the matter. No expungement under this subsection shall be considered for purposes of any other law providing for expungement.

### Credits

Laws 1991, ch. 76, § 1; Laws 2000, ch. 93, § 2, eff. July 1, 2000; Laws 2020, ch. 83, §§ 1, 2, eff. July 1, 2020.

W. S. 1977 § 14-3-304, WY ST § 14-3-304

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West's Wyoming Statutes Annotated  
Title 14. Children (Refs & Annos)  
Chapter 3. Protection (Refs & Annos)  
Article 3. Sale of Nicotine Products

W.S.1977 § 14-3-305

§ 14-3-305. Possession or use by person under twenty-one years of age prohibited

Effective: July 1, 2020

Currentness

(a) It is unlawful for any person under the age of twenty-one (21) years to possess or use any nicotine products. A person shall not be arrested for an alleged violation of this subsection but shall be issued a citation as a charging document by a peace officer having probable cause to believe the person violated this subsection. An officer issuing a citation shall deposit one (1) copy of the citation with the court having jurisdiction over the alleged offense. Bond may be posted and forfeited for an offense charged under this section in an amount equal to the fine imposed by subsection (b) of this section.

(b) Any person violating subsection (a) of this section is guilty of a misdemeanor punishable by a fine of twenty-five dollars (\$25.00).

(i) to (iii) Repealed by Laws 2020, ch. 83, § 2, eff. July 1, 2020.

(c) Repealed by Laws 2000, ch. 93, § 4.

(d) In lieu of the fine under subsection (b) of this section, the court may allow the defendant to perform community service or attend a tobacco or nicotine cessation program and be granted credit against his fine and court costs at the rate of ten dollars (\$10.00) for each hour of work performed or each hour of tobacco or nicotine cessation program attended.

(e) No conviction under this section, whether by guilty plea, adjudication of guilt or forfeiture of bond shall be reported by the court to any law enforcement agency. Upon payment of the fine imposed by subsection (b) of this section, a criminal conviction under this section shall be expunged by operation of law from all records of the court six (6) months after the entry of conviction. For any person whose record of conviction was expunged under this subsection, the conviction is deemed not to have occurred and the individual may reply accordingly upon any inquiry in the matter. No expungement under this subsection shall be considered for purposes of any other law providing for expungement.

**Credits**

Laws 1991, ch. 76, § 1; Laws 2000, ch. 93, §§ 2, 4, eff. July 1, 2000; Laws 2020, ch. 83, §§ 1, 2, eff. July 1, 2020.

W. S. 1977 § 14-3-305, WY ST § 14-3-305

Current through the 2020 Budget Session of the Wyoming Legislature. Current through Chapters 1-3 of the 2020 Special Session of the Wyoming Legislature.



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West's Wyoming Statutes Annotated  
Title 14. Children (Refs & Annos)  
Chapter 3. Protection (Refs & Annos)  
Article 3. Sale of Tobacco

W.S.1977 § 14-3-306

§ 14-3-306. Teen court jurisdiction

Currentness

The teen court program authorized under W.S. 7-13-1203 may have jurisdiction over any offense committed by a minor under this article.

**Credits**

Laws 2000, ch. 93, § 1, eff. July 1, 2000.

W. S. 1977 § 14-3-306, WY ST § 14-3-306

Current through the 2020 Budget Session of the Wyoming Legislature. Current through Chapters 1-3 of the 2020 Special Session of the Wyoming Legislature.

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West's Wyoming Statutes Annotated  
Title 14. Children (Refs & Annos)  
Chapter 3. Protection (Refs & Annos)  
Article 3. Sale of Nicotine Products

W.S.1977 § 14-3-307

## § 14-3-307. Compliance inspections

Effective: July 1, 2020

Currentness

- (a) The department of health, working with local law enforcement agencies and other local individuals and organizations at the discretion of the department, shall be the lead agency to ensure compliance with this article.
- (b) The department of health shall develop strategies to coordinate and support local law enforcement efforts to enforce all state statutes relating to the prohibition of the sale of nicotine products to persons under twenty-one (21) years of age.
- (c) The department shall have discretion to:
- (i) Work with each local law enforcement agency; and
  - (ii) Coordinate local enforcement efforts that appropriately reflect the needs of the community.
- (d) To coordinate the enforcement of state statutes relating to the prohibition of the sale of nicotine products to persons under twenty-one (21) years of age and to comply with applicable federal law, the department of health shall have authority to contract with or provide grants to local law enforcement agencies or other local individuals or entities having the appropriate level of enforcement authority on the local level to conduct random, unannounced inspections at retail locations where nicotine products are sold. The local law enforcement agencies or other local individuals or entities authorized to conduct inspections shall be permitted to use minors and persons under twenty-one (21) years of age subject to the following:
- (i) Prior to the inspection, the local law enforcement agency or other authorized individual or entity shall obtain the written consent of the person being used in the inspection or if using a minor, the written consent of the minor's parents or guardian shall be obtained prior to the minor participating in an inspection. The written consent required under this paragraph shall include a notification that testimony in a subsequent court proceeding may be required;
  - (ii) Any person under twenty-one (21) years of age participating in an inspection shall, if questioned, state his true age and that he is less than twenty-one (21) years of age;
  - (iii) The appearance of a person under twenty-one (21) years of age shall not be altered to make him appear to be twenty-one (21) years of age or older;

- (iv) Neither a minor nor his parents or guardians shall be coerced into participating in such inspections;
  - (v) The person conducting the inspection shall photograph the participant immediately before the inspection and any photographs taken of the participant shall be retained by the person conducting the inspection;
  - (vi) Any participant in an inspection under this section shall be granted immunity from prosecution under W.S. 14-3-304 or 14-3-305.
- (e) The person conducting an inspection under this section shall:
- (i) Remain within sight or sound of the participant attempting to make the purchase;
  - (ii) Immediately inform in writing a representative or agent of the business establishment that an inspection has been performed and the results of the inspection;
  - (iii) Within two (2) days, prepare a report of the inspection containing:
    - (A) The name of the person who supervised the inspection;
    - (B) The age and date of birth of the participant who assisted in the inspection;
    - (C) The name and position of the person from whom the participant attempted to purchase nicotine products;
    - (D) The name and address of the establishment inspected;
    - (E) The date and time of the inspection; and
    - (F) The results of the inspection, including whether the inspection resulted in the sale or distribution of, or offering for sale, nicotine products to a person under twenty-one (21) years of age.
  - (iv) Immediately upon completion of the report required under this subsection, provide a copy of the report to a representative or agent of the business establishment that was inspected;
  - (v) Request a law enforcement officer to issue a citation for any illegal acts relating to providing nicotine products to persons under twenty-one (21) years of age during the inspection.

**Credits**

Laws 2000, ch. 93, § 1, eff. July 1, 2000; Laws 2020, ch. 83, § 1, eff. July 1, 2020.

W. S. 1977 § 14-3-307, WY ST § 14-3-307

Current through the 2020 Budget Session of the Wyoming Legislature. Current through Chapters 1-3 of the 2020 Special Session of the Wyoming Legislature.

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West's Wyoming Statutes Annotated  
Title 14. Children (Refs & Annos)  
Chapter 3. Protection (Refs & Annos)  
Article 3. Sale of Nicotine Products

W.S.1977 § 14-3-308

§ 14-3-308. Further regulation by local ordinance

Effective: July 1, 2020

Currentness

(a) Except as specified under subsection (b) of this section, this article shall not be construed to prohibit the imposition by local law or ordinance of further regulation or prohibition upon the sale, use and possession of nicotine products to any person under twenty-one (21) years of age, but the governmental entity shall not permit or authorize the sale, use or possession of nicotine products to any person under twenty-one (21) years of age in violation of this article.

(b) No governmental entity shall enact any law or ordinance which changes the standards provided by W.S. 14-3-302(a) and (c), 14-3-303(a), 14-3-304(a) and 14-3-305(a).

(c) The governmental entity may require that sellers of nicotine products obtain a license to sell nicotine products and may deny or revoke the license in the case of reported violations of W.S. 14-3-302 or similar local ordinance.

**Credits**

Laws 1991, ch. 76, § 1. Renumbered from § 14-3-306 by Laws 2000, ch. 93, § 3, eff. July 1, 2000; Laws 2004, ch. 130, § 1, eff. March 19, 2004; Laws 2020, ch. 83, § 1, eff. July 1, 2020.

W. S. 1977 § 14-3-308, WY ST § 14-3-308

Current through the 2020 Budget Session of the Wyoming Legislature. Current through Chapters 1-3 of the 2020 Special Session of the Wyoming Legislature.

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West's Wyoming Statutes Annotated  
Title 14. Children (Refs & Annos)  
Chapter 3. Protection (Refs & Annos)  
Article 3. Sale of Nicotine Products

W.S.1977 § 14-3-309

§ 14-3-309. Regulation of mail order and internet  
purchases and sales; proof of age; penalties

Effective: July 1, 2020

Currentness

(a) No person shall sell at retail or wholesale any nicotine product through the internet or any other remote sales method to any person in this state, other than a vendor licensed under W.S. 39-15-106, unless the seller performs an age verification on the purchaser through an independent third party age verification service. The age verification service utilized shall compare information available from public records to the personal information entered by the purchaser during the ordering process to establish that the purchaser is twenty-one (21) years of age or older.

(b) No person shall sell at retail or wholesale any nicotine product through the internet or any other remote sales method to any person in this state, other than a vendor licensed under W.S. 39-15-106, unless the seller uses a method of mailing or shipping that, upon delivery, requires the signature of a person at least twenty-one (21) years of age before the nicotine product will be released for delivery.

(c) The provisions of subsections (a) and (b) of this section shall not apply if the seller employs one (1) of the following protections to ensure age verification:

(i) The purchaser is required to create an online profile or account with personal information verifying that the purchaser is at least twenty-one (21) years of age including, but not limited to, the purchaser's name, address and a valid phone number, if that personal information is verified by the seller through publicly available records and delivery is made to the same name and address; or

(ii) The purchaser is required to upload a copy of the purchaser's government issued identification and a current photograph of the purchaser verifying that the purchaser is at least twenty-one (21) years of age and delivery is made to the same name on the identification provided.

(d) Any person violating subsection (a) or (b) of this section is guilty of a misdemeanor punishable as provided in W.S. 14-3-302(b).

**Credits**

Laws 2020, ch. 86, § 1, eff. July 1, 2020.

W. S. 1977 § 14-3-309, WY ST § 14-3-309

Current through the 2020 Budget Session of the Wyoming Legislature. Current through Chapters 1-3 of the 2020 Special Session of the Wyoming Legislature.

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ORDINANCE NO. 54-00

AN ORDINANCE CREATING ARTICLE IV OF  
CHAPTER 9.40 OF THE CASPER MUNICIPAL CODE,  
PERTAINING TO OFFENSES BY OR AGAINST  
MINORS.

SECTION 1:

Article IV of Chapter 9.40 of the Casper Municipal Code is hereby created to read as follows:

Article IV  
Sale of Tobacco

9.40.150 Definitions.

- A. "Tobacco products" means any substance containing tobacco leaf, including, but not limited to, cigarettes, cigars, pipe tobacco, snuff, chewing tobacco or dipping tobacco.
- B. "Vending machine" means any mechanical, electric or electronic self-service device which, upon insertion of money, tokens or any other form of payment, dispenses tobacco products.

9.40.160 Prohibited sales or delivery.

- A. No person shall sell, offer for sale, give away or deliver tobacco products to any person under the age of eighteen (18) years. Tobacco products shall be, to the extent possible, kept behind a counter or otherwise made inaccessible to purchasers of the tobacco product, and control and access to the tobacco product in the business establishment shall be maintained by the retailer, his agent or employee.
- B. Any person violating subsection (a) of this section is guilty of a misdemeanor punishable by a fine of not less than one hundred dollars (\$100) for the first offense; two hundred dollars (\$200) for the second offense in any twelve (12) month period; and, five hundred dollars (\$500) for third and subsequent offenses in any twelve (12) month period.
- C. It is an affirmative defense to a prosecution under subsection (a) of this section that:
  - 1. In the case of a sale, the person who sold the tobacco product was presented with, and reasonably relied upon, an identification card which identified the person buying or receiving the tobacco product as being over eighteen (18) years of age; or
  - 2. The tobacco product was given or delivered to the person under eighteen (18) years of age by his parent or guardian and the tobacco product was given or delivered to the person for use in the privacy of his parent's or guardian's home or under the direct supervision of the parent or guardian.

9.40.170 Posted notice required; location of vending machines.

- A. Any person who sells tobacco products shall post signs informing the public of the age restrictions provided by this article at or near every display of tobacco products and on or upon every vending machine which offers tobacco products for sale. Each sign shall be plainly visible and shall contain a statement communicating that the sale of tobacco products to persons under eighteen (18) years of age is prohibited by law.
- B. No person shall sell or offer tobacco products through a vending machine unless the vending machine is located in:
  - 1. Businesses, factories, offices or other places not open to the general public;

- 2. Places to which persons under the age of eighteen (18) years of age are not permitted access; or
  - 3. Business premises where alcoholic or malt beverages are sold or dispensed and where entry by persons under eighteen (18) years of age is prohibited.
- C. Any person violating subsection (a) or (b) of this section is guilty of a misdemeanor punishable by a fine of not more than one hundred dollars (\$100). Each day of continued violation shall be deemed a separate offense.

9.40.180 Purchase by minors prohibited.

- A. No person under the age of eighteen (18) years shall purchase tobacco products, or misrepresent his identity or age, or use any false or altered identification for the purpose of purchasing tobacco products.
- B. Any person violating subsection (a) of this section is guilty of a misdemeanor punishable by a fine of not less than one hundred dollars (\$100) for the first offense; two hundred dollars (\$200) for the second offense in any twelve (12) month period; and, five hundred dollars (\$500) for third and subsequent offenses in any twelve (12) month period. Upon a conviction for violation of subsection (a) of this section, the court may allow the defendant to perform community service and be granted credit against his fine and court costs at the rate of five dollars (\$5.00) for each hour of work performed.

9.40.190 Possession or use by minors prohibited.

- A. It is unlawful for any person under the age of eighteen (18) years to possess or use any tobacco products.
- B. Any person violating subsection (a) of this section is guilty of a misdemeanor punishable by a fine of not less than one hundred dollars (\$100) for the first offense; two hundred dollars (\$200) for the second offense in any twelve (12) month period; and, five hundred dollars (\$500) for third and subsequent offenses in any twelve (12) month period. Upon a conviction for violation of subsection (a) of this section, the court may allow the defendant to perform community service and be granted credit against his fine and court costs at the rate of five dollars (\$5.00) for each hour of work performed.
- C. It is an affirmative defense to a prosecution under subsection (a) of this section that the defendant possessed or used the tobacco product in the home of, or under the direct supervision of, a parent or guardian.

**SECTION 2:**

This ordinance shall be in full force and effect from and after passage on three readings and publication.

PASSED on first reading the 21st day of November, 2000.


PASSED on second reading the 4th day of December, 2000.

PASSED, APPROVED, AND ADOPTED on third and final reading the 19<sup>th</sup> day of December, 2000.

ATTEST:

  
 \_\_\_\_\_  
 V. H. McDonald  
 City Clerk

CITY OF CASPER, WYOMING  
 A Municipal Corporation

  
 \_\_\_\_\_  
 Dr. Tom Walsh  
 Mayor

January 20, 2021

MEMO TO: J. Carter Napier, City Manager *JCN*  
FROM: Liz Becher, Community Development Director *LB*  
Denyse Wyskup, Regional GIS Administrator *DW*  
SUBJECT: Bluebeam Studio Prime Procurement and License Agreements

**Meeting Type & Date**

Regular Council Meeting, February 16, 2021.

**Action type**

Resolution

**Recommendation**

That Council approve, by resolution, the purchase of Bluebeam Studio Prime Level 1 Licensing.

**Summary**

Bluebeam Studio Prime is a collaboration application used to enable simultaneous multiuser mark-up within the Tyler Technologies Energov Application. This licensing is an annually renewing cloud-based subscription that allows up to 100 user accounts and access to the Bluebeam Studio Prime API. Energov is being leveraged by the City of Casper as the core Community Development and Planning platform that will centralize workflows and business processes into one application. Bluebeam will function as a tool within Energov enabling Community Development staff to more efficiently review plan documents and return feedback to the customer.

**Financial Considerations**

The annual licensing renewal expense is budgeted through Community Development at the cost of \$2,340.00.

**Oversight/Project Responsibility**

Denyse Wyskup, Regional GIS Administrator

**Attachments**

Resolution  
Vendor quote  
Procurement Agreement  
Bluebeam Studio Prime License Agreement

RESOLUTION NO.21-18

A RESOLUTION AUTHORIZING THE PURCHASE OF BLUEBEAM STUDIO PRIME LEVEL 1 LICENSING.

WHEREAS, the City of Casper desires to purchase Bluebeam Studio Prime Level 1 Licensing through its Vendor, MasterGraphics.aec, LLC; and,


WHEREAS, the Vendor represents that it is ready, willing, and able to provide the City of Casper, through the use of a procurement agreement, Bluebeam Studio Prime Licensing.

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 of Goods Agreement with MasterGraphics.aec, LLC 303 West 45<sup>th</sup> Avenue, Denver, Colorado 80216, for the purchase of Bluebeam Studio Prime Licensing.

BE IT FURTHER RESOLVED, that the City manager is hereby authorized and directed to make payment as set forth in the Procurement of Goods Agreement in an amount not to exceed Two Thousand Three Hundred and Forty Dollars (\$2,340.00) per annum.

PASSED, APPROVED, AND ADOPTED on this \_\_\_\_ day of \_\_\_\_\_, 2021.

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

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


[Print Order](#)

# Quotation

## MasterGraphics.aec, LLC

303 W. 45th Ave  
 Denver, CO 80216  
 Phone: (888) 451-9980

**Quote #:**
**Date:** 02/03/2021

**Expires On:** 02/28/2021

**Contract #:**

Denyse Wyskup  
 307-235-8455  
 dwyskup@casperwy.gov

Prepared By: Carey Smith  
 Email: carey.smith@mg-aec.com

**Ship To**

Denyse Wyskup  
 200 North David Street  
 Casper, WY 82601

**Bill To**

City of Casper Wyoming  
 200 North David Street  
 Casper, WY 82601

PRODUCT	LINE DESCRIPTION	NET PRICE	QTY	TOTAL PRICE
<b>City of Casper - New Studio Prime</b>				
Bluebeam New Studio Prime Level 1 (up to 100 users), Annual Subscription, Cloud		\$2,340.00	1	\$2,340.00

Sub Total      \$2,340.00

Tax                \$0.00

Total              \$2,340.00

**Terms & Conditions**

1. Prices are valid until the listed expiration date
2. Promotional prices are based on customer's eligibility with current software
3. All items proposed are FOB origin and freight is prepaid and added to the invoice unless included in quoted prices.
4. New subscriptions are eligible for a refund up to 20 days from the purchase date
5. Product availability is subject to change without notice and quote shall be adjusted as applicable
6. This quote and the details provided within are confidential and for the customer's use only
7. Applicable sales tax will be applied on the invoice provided by MG accounting department
8. All prices reflect 3% cash, check or echeck discount
9. Standard payment is net 20 days from date of Invoice. Other terms must be approved in writing prior to accepting your purchase order
10. A late fee of 1.5% per month will be added to your balance beginning after due date. In the event that MG needs to engage outside service agencies or attorneys to collect any outstanding debt, you will be responsible to pay any extra fees incurred to collect the debt above and beyond the original amount of the debt.

## Procurement of Goods Agreement (Short Form)

This Procurement of Goods Agreement, dated as of 2/3/2021, \_\_\_\_\_, 2021, this "Agreement," is entered into between the City of Casper, Wyoming, a Wyoming municipal corporation with offices located at 200 N. David St., Casper, Wyoming 82601 ("Buyer") and MasterGraphics.AEC, a Colorado LLC with offices located at 303 W 45<sup>th</sup> Ave Denver, CO, 80216 ("Seller"), and together with Buyer, the "Parties", and each, a "Party").

### RECITALS

WHEREAS, Seller is in the business of selling Bluebeam Studio Prime; 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") 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 in the quantities and on the date(s) specified in Exhibit A 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. If Seller delivers more than 100 or less than 100 of the quantity of Goods specified in Exhibit A, 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 the address specified in Exhibit A (the "Delivery Location") during Buyer's normal business hours or as otherwise instructed by Buyer.
5. **Shipping Terms.** Delivery shall be made electronically in accordance with the terms set forth in Exhibit A.
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.** Intentionally Omitted.

8. Inspection and Rejection of Nonconforming Goods. Within 20 days of receipt of 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, within 14 days 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 it may be modified from time to time by agreement of the Parties (the "Price"). The Price includes all packaging, transportation costs 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 30 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 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. Warranty. Seller warrants to Buyer that all Goods will not infringe or misappropriate any third party's patent or other intellectual property rights. This warranties survive any delivery, inspection, acceptance, or payment of or for the Goods by Buyer. This warranty is 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 warranty.

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 3 years 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 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 only includes the purchase of software, and excludes all consulting services regardless of any related exhibits, schedules, attachments, and appendices. 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 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, WY 82601

Telephone: (307) 235-8524

Notice to Seller:

MasterGraphics.AEC, LLC  
303 W.45<sup>th</sup> AVE  
Denver, CO. 80216

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.

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, 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.

**IN WITNESS WHEREOF**, the undersigned duly authorized representatives of the parties have executed this Contract as of the day and year above.

APPROVED AS TO FORM

*Fleur Tremel*

ATTEST

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

BUYER  
CITY OF CASPER, WYOMING  
A Wyoming municipal corporation

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

WITNESS

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

SELLER

By: MasterGraphics.AEC, LLC  
\_\_\_\_\_  
DocuSigned by:  
*Brian Plunkett*  
Brian Plunkett 2F411969E81F498...  
Director of Business Operations - Bluebeam

#### **EXHIBIT A**

- **DESCRIPTION AND QUANTITY OF GOODS:** Bluebeam New Studio Prime Level 1 (up to 100 users), Annual Subscription, Cloud
- **PRICE:** Two thousand three hundred and forty dollars (\$2,340.00)
- **DELIVERY DATE:** Within 5 days of Buyer providing written notice to the Seller of City Council's approval of this Agreement.
- **DELIVERY LOCATION:** City of Casper 200 N David St, Casper, WY 82601
- **SHIPPING TERMS:** Electronic delivery via email

## STUDIO PRIME LICENSE AND SUBSCRIPTION AGREEMENT

This Studio Prime License and Subscription Agreement (the "Agreement") is entered into on this \_\_\_\_\_ day of January 2021, by and between Bluebeam, Inc. ("Bluebeam"), with offices located at 433 S. Raymond Avenue, Pasadena, California 91105 and the undersigned City of Casper, Wyoming, ("Licensee"), a Wyoming municipal corporation with offices located at 200 N. David St., Casper, Wyoming, 82601.

### 1. DEFINITIONS.

- a. "Software" means the Revu® software application for editing, managing, marking-up, designing and sharing PDF documents.
- b. "Studio" means a cloud-based collaboration platform accessible via the Software that connects Studio Users and gives them the ability to communicate and markup and review documents in real-time.
- c. "Studio Prime" means the optional, paid subscription service that provides Licensee with advanced administrative functionality and visibility over the Licensed User's Studio usage activity and access to third party application integrations.
- d. "Studio Prime Account" means the account created for Licensee upon the execution of this Agreement.
- e. "Prime Administrator" means one or more persons designed by Licensee to administer Licensee's Studio Prime Account.
- f. "Prime Member" means a Licensed User who is invited by a Prime Administrator to join Licensee's Studio Prime Account. Upon the Licensed User's acceptance to join a Studio Prime Account, that licensed User's Studio account becomes a managed account under the Studio Prime Account to be managed and controlled by Licensee.
- g. "Prime Collaborator" means any Studio User who is invited by a Prime Member to be an Attendee in a Project or Session as such terms are defined in the Studio Terms of Use.
- h. "Studio User" means any individual who has established a Bluebeam user account, has agreed to the Studio Terms of Use, and thereafter accesses and uses the Studio services.
- i. "Licensed User" means Licensee or any employee, agent or other individual that Licensee has duly authorized to access and use the Software pursuant to the applicable end-user license agreement for the Software.
- j. "Documentation" includes the Studio Terms of Use ([www.bluebeam.com/studio/termsofuse](http://www.bluebeam.com/studio/termsofuse)), this Agreement, Bluebeam's Privacy Policy ([www.bluebeam.com/legal/privacy-policy](http://www.bluebeam.com/legal/privacy-policy)), and the documentation published by Bluebeam on its website ([www.bluebeam.com](http://www.bluebeam.com)) with regard to the Studio Prime services.
- k. "Subscription Fees" are the annual subscription fees charged by Bluebeam for access and use of Studio Prime.
- l. "User Level" means a combination of Licensee's Prime Administrators, Prime Collaborators and Prime Members.
- m. "Prorated Subscription Fees" mean the Subscription Fees in effect on the date the User Level is increased that is prorated over the remainder of the Initial Term or Renewal Term, as applicable.

2. **LICENSE TO USE STUDIO PRIME.** Subject to Licensee's acceptance of and on-going compliance with this Agreement, Bluebeam grants Licensee a limited, non-sublicensable, non-transferable, non-exclusive, revocable right and license to access and use the Studio Prime services during the Initial Term and any applicable Renewal Term in accordance with the Documentation. The Studio Prime services may only be used by Licensee and Licensee's Prime Administrator, Prime Members and Prime Collaborators and only for Licensee's own lawful business purposes.

3. **RESERVATION OF RIGHTS.** All right, title, and interest in and to Studio Prime and the related services and Documentation, including, without limitation, all copyrights, patents (whether pending or issued), trade secret rights, trademarks, and other intellectual property, are owned and retained by Bluebeam. All rights not expressly granted or licensed to Licensee herein are reserved.

### 4. GENERAL TERMS.

- a. Modifications. Bluebeam reserves the right to revise, modify or update Studio Prime from time to time in its sole discretion to add new features or functionality or modify existing features or functionality.

- b. **User Level Restrictions.** Licensee may only have such number of Prime Administrators, Prime Collaborators and Prime Members access and use Licensee's Studio Prime account that equals the User Level paid for by Licensee. Licensee may increase the User Level at any time upon written notice to Bluebeam and payment of the Prorated Subscription Fees. Licensee may decrease the User Level upon written notice to Bluebeam made at least thirty (30) days prior to each applicable Renewal Date. Any such decrease shall be effective on the Renewal Date for the following Renewal Term. Prime Administrators. Licensee acknowledges and agrees that Prime Administrator are solely responsible for (a) inviting Studio Users to become Prime Members or Prime Collaborators; (b) managing all Prime Member and Prime Collaborator accounts (including, without limitation, access and permissions to Projects and Sessions for which they are Attendees); (c) assign, create, modify and remove Prime Member and Prime Collaborator permission and restrictions; (d) managing and controlling all content (including, without limitation, Project Files and Sessions Files) created or uploaded into or used in connection with the Studio Prime Account.
- c. **Prime Members.** Licensee acknowledges and agrees that it shall inform and instruct all Prime Members under Licensee's Studio Prime Account of the following: (a) the Prime Member's Studio account will be under the exclusive control of the Prime Administrator; (b) the Prime Administrator can and will access the account and related content, create and modify permissions related to the account and otherwise monitor the Prime Members usage of the account; and (c) the Prime Member may only have one Studio account, which is the Prime Member account.

## 5. SUBSCRIPTION FEES AND PAYMENT TERMS.

- a. **Subscription Fees.** Licensee agrees to pay the Subscription Fees in effect on the Effective Date for the Initial Term. Licensee further agrees to pay the Subscription Fees in effect on each Renewal Date for each applicable Renewal Term unless Licensee has terminated this Agreement pursuant to [Section 6](#) below. Provided there is a change in the User Level during the Initial Term or any Renewal Term, Licensee agrees to pay Bluebeam the Prorated Subscription Fees.
- b. **Payment Terms.** Bluebeam shall invoice Licensee for the Subscription Fees and Prorated Subscription Fees, if applicable, and Licensee agrees to pay all such invoices on Net 30 day terms. Subscription Fees and Prorated Subscription Fees are non-transferable and non-refundable.
- c. **Past Due Accounts.** Failure to make any payment required hereunder within forty-five (45) days of the Renewal Date will cause this Agreement to terminate without notice and further access to the Studio Prime services will cease.

## 6. TERM AND TERMINATION.

- a. **Term.** This Agreement shall commence upon the Effective Date and continue for a period of one (1) year (the "[Initial Term](#)"). The Initial Term shall renew for additional periods of one (1) year (each a "[Renewal Term](#)") upon Licensee's payment of the Subscription Fees on or before the Renewal Date or according to the terms of the applicable invoice Bluebeam provides to Licensee. Unless otherwise notified in writing at least thirty (30) days prior to each Renewal Date, this Agreement shall renew at the same User Level as the Initial Term or previous Renewal Term as applicable. The Initial Term and all Renewal Terms are collectively referred to herein as the "[Term](#)". The "[Renewal Date](#)" is the date that is one (1) year following the Effective Date and each annual reoccurrence thereof.
- b. **Termination.** This Agreement may be terminated (a) by either party providing written notice of termination to the other party at least thirty (30) days prior to the end of the Initial Term or any applicable Renewal Term; or (b) pursuant to the terms of [Section 5.c.](#); or (c) pursuant to the terms of [Section 7.](#)
- c. **Effective of Termination.** Upon the termination of this Agreement, the license provided herein and Licensee's access and use of the Studio Prime services shall immediately cease.

- 7. **RIGHT TO AUDIT.** Bluebeam, at its sole cost and expense, reserves the right to periodically conduct audits of Licensee's use of the Studio Prime services to verify compliance with the terms of this Agreement (each an "[Audit](#)"). Licensee shall be given no less than thirty (30) days prior written notice of Bluebeam's intent to conduct an Audit. Audits will be conducted during Licensee's normal business hours and will occur no more than once in any twelve (12) month period. In the event an Audit shows that Licensee's actual use of the Studio Prime services

exceeds the User Level paid for, Bluebeam shall notify the Licensee in writing, and shall have the right to immediately invoice Licensee for the unauthorized use, including interest at the legally allowable rate. If Licensee fails to pay such invoice on Net 45 day terms, Bluebeam may terminate this Agreement.

**8. DISCLAIMERS OF WARRANTY; LIMITATION OF LIABILITY.**

- a. **DISCLAIMER OF WARRANTIES.** STUDIO AND STUDIO PRIME ARE PROVIDED "AS IS" AND "AS AVAILABLE" AND WITHOUT WARRANTY OF ANY KIND WHATSOEVER. BLUEBEAM DOES NOT WARRANT THAT THE FEATURES AND FUNCTIONS WILL MEET YOUR REQUIREMENTS OR THAT THE OPERATION OF SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. BLUEBEAM EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF ACCURACY OR COMPLETENESS OF RESPONSES OR RESULTS, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. LICENSEE ACKNOWLEDGES THAT BLUEBEAM DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE.
- b. **LIMITATION OF LIABILITY.** OTHER THAN IN CONNECTION WITH A PARTY'S INDEMNIFICATION OBLIGATIONS HEREUNDER, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL LICENSEE OR BLUEBEAM BE LIABLE FOR ANY LIABILITY, LOST REVENUES, LOST PROFITS, OR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES WHATSOEVER OR HOWEVER CAUSED ARISING OUT OF OR IN ANY WAY RELATED TO THESE SERVICES WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**9. GOVERNING LAW AND Venue.** This Agreement shall be governed and construed in accordance with the laws of the State of Wyoming, and all claims relating to or arising out of this contract, or the breach thereof, whether sounding in contract, tort or otherwise, shall likewise be governed by the laws of the State of Wyoming, and venue shall be in a court of competent jurisdiction in Natrona County, Wyoming.

**10. CONTROLLING LANGUAGE.** This Agreement has been prepared in the English language and the English language shall control its interpretation. All notices to be provided by either party hereto shall be in the English language. In the event of any conflict between the English language version and any translation of this EULA that may be provided for convenience only, the English language meaning shall control.

**11. NOTICES.** Any notice or other communications required by this Agreement shall be in writing and sent as follows:  
If to Licensee to the Prime Administrator via email.  
If to Bluebeam via email to legal@bluebeam.com.

Notices will be considered given and received the date an email is sent unless the actual date sent is not a business day (based on the recipient's time zone), then the next business day in the jurisdiction in which the recipient is located shall be considered the date of delivery.

**12. NO ASSIGNMENT.** This Agreement may not be transferred or assigned, voluntarily, by operation of law or otherwise, without the other party's express written consent which may be withheld, delayed or conditioned in the sole discretion of the other party. Provided the other party grants such consent, this Agreement shall be binding upon the assignee in the same manner that it is binding upon assignor.

**13. WYOMING GOVERNMENTAL CLAIMS ACT.** The Licensee 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 Licensee specifically reserves the right to assert any and all rights, immunities, and defenses it may have pursuant to the Wyoming Governmental Claims Act.

**SIGNATURE PAGE FOLLOWS**





February 3, 2021

MEMO TO: J. Carter Napier, City Manager *JCN*  
FROM: Liz Becher, Community Development Director *lb*  
Craig Collins, AICP, City Planner  
SUBJECT: Resolution Accepting a Grant from the Wyoming State Historic Preservation Office

Meeting Type & Date:

Regular Council Meeting February 16, 2021

Action Type:

Resolution

Recommendation:

That Council, by resolution, accept a grant from the Wyoming State Historic Preservation Office in the amount of \$6,600, to be used for the completion of a cultural resource survey of African American historical sites/buildings in Casper.

Summary:

Each year, the State Historic Preservation Office (SHPO) must transfer a minimum of ten percent (10%) of the State's annual apportionment of Historic Preservation Funds (HPF) to Certified Local Governments (CLG's) for eligible activities. Any Wyoming CLG in good standing is eligible to compete for these funds. This year, the State expects to distribute approximately \$73,000 throughout Wyoming. Casper has been awarded funds with this grant previously, most recently, to complete the 2019 Historic Preservation Strategic Plan.

The Casper Historic Preservation Commission (HPC) continues to work diligently to follow the guidance and recommendations of the recently adopted 2019 Preservation Strategic Plan. One of the biggest surprises of the Strategic Planning process was the degree of support exhibited by the public to branch out beyond the Commission's past efforts, and to focus future efforts on the preservation of the African American history of Casper. Obviously, preservation cannot occur without knowledge of our historical assets, and unfortunately, the African American history of Casper is largely unknown. In order to honor the public's desire to identify and protect significant African American history in Casper, the HPC desires to hire a qualified professional to assist with identifying and surveying these interesting and important sites.

A cultural resource survey is the basic building block for any local preservation program. Information gathered forms the foundation for nearly every decision affecting a City's historic buildings and neighborhoods, guiding the planning, maintenance and investment decisions of City officials, property owners, neighborhood groups and developers. The inventory and evaluation of community resources is the principal step to developing local public and private

programs that not only preserve important historic properties, but also utilize preservation as a tool for economic development and the revitalization of older neighborhoods and commercial centers. Furthermore, surveys can have a tangible benefit of raising awareness and community pride among citizens.

The HPC will issue a Request for Qualifications (RFQ) seeking candidates with demonstrated knowledge and/or experience in performing similar surveys. The HPC will rely on the chosen professional to develop a workable plan to create an African American Cultural Resource Survey. The development of the proposed cultural resource survey will include field investigations to photograph, verify locations, determine architectural character, and historical integrity of individual resources. Literature search and archival research would be necessary to gather information concerning the survey, historical contexts, and associated functional and/or architectural property types. Analysis of information gathered would be required to determine which resources appear to have historical/architectural significance. Finally, the completed survey would formulate management recommendations for future identification, evaluation, registration and protection strategies.

Expected work products generated from this project include an inventory form for each property, photographs of each resource, and a survey report with maps outlining the survey area and findings. The project area would include the municipal limits of the City of Casper.

#### Implementation of Adopted City Plans:

**2017 “Generation Casper” Comprehensive Plan – Vision = *Endless Character* – “Casper will cultivate a dynamic, welcoming community with growth and redevelopment based in best practices and history that set the stage for a vibrant future.”**

Strategic Action Plan/Table 5-2 - #2 – Work with historic preservation groups to capitalize on the history of the area and buildings to bring people to the urban core and increase tourism. Build on the completed historic building inventory as recommended by the State Historic Preservation Office (SHPO). Identify key properties, buildings and/or districts with redevelopment and/or rehabilitation potential for commercial or other uses.

#### **2019 Historic Preservation Plan – Goal 1: Strengthen Preservation Efforts:**

Policy Objective 1.C: Identification and Designation – “By improving two fundamental historic preservation tools – historic resource inventory and historic register listings – the City can provide property owners with economic development tools, streamline federal project review, and substantiate other preservation planning efforts. Additionally, the identification of properties eligible for listing in the National Register is a key component of economic development.”

Action 1.C.1: Develop a Survey Plan – Identify planning needs, citizen interest, available funding, and nature of historic resources; identify sources for future research, historical themes, expected property types, and geographic areas that appear to contain a high concentration of historic resources; develop a plan to efficiently document these areas based on Commission priorities.

Considerations: Themes upon which surveys could be directed include Depression-era New Deal projects (e.g. WPA and CCC resources), **cultural influences of immigrants and minorities (e.g. Scandinavian builders, African American history)**, site specific historic events potentially warranting place markers (e.g. historic trail, important buildings that no longer exist), Standard Oil Addition, Mid-Century Modern architecture, and the works of locally prominent architects/builders; additional survey themes could include North Casper, the mixed industrial-residential area east of downtown near the railroad tracks, Casper Mountain Hogadon Ski Area/Eadsville, Valley Hills mid-century residential neighborhood, Casper College, institutional buildings citywide (i.e. schools, churches, government buildings), and updates of previous NRHP listings.

Financial Considerations:

A forty (40) percent cash and/or in-kind match is required. The total project cost will be Eleven Thousand Dollars (\$11,000), which equates to a \$4,400 City match. The funding source for the local match is currently budgeted in Community Development Department funds.

Oversight/Project Responsibility:

Craig Collins, AICP, City Planner, will administer the grant on behalf of the Historic Preservation Commission.

Attachments:

Resolution  
Grant Agreement

**GRANT AGREEMENT BETWEEN  
THE STATE OF WYOMING,  
DEPARTMENT OF STATE PARKS AND CULTURAL RESOURCES,  
STATE HISTORIC PRESERVATION OFFICE AND  
CASPER HISTORIC PRESERVATION COMMISSION**

1. **Parties.** The parties to this Grant Agreement (Agreement) are the State of Wyoming, Department of State Parks and Cultural Resources, State Historic Preservation Office, (Department), whose address is 2301 Central Avenue, Cheyenne, WY 82002, and the Casper Historic Preservation Commission (Grantee), whose address is: 200 North David Street, Suite 205, Casper, Wyoming 82601.
  
2. **Purpose of Agreement.** The purpose of this Agreement is to set forth the terms and conditions by which the Grantee shall complete the “Cultural Resource Survey of African American Historical Sites/Buildings in Casper” project, described in the following documents: Attachment A, Scope of Work; Attachment B, Budget; and Attachment C, Certifications, which are each attached to and incorporated into this Agreement by this reference.
  
3. **Term of Agreement.** This Agreement is effective when all parties have executed it (Effective Date). The term of the Agreement is from the Effective Date through September 30, 2022. All services shall be completed during this term.
  
4. **Payment.**
  - A. The Department agrees to pay the Grantee for the services described in Attachment A. The total payment under this Agreement shall not exceed six thousand six hundred dollars (\$6,600.00), as described in Attachments A and B. Payment will be made to the Grantee when services are completed and within forty-five (45) days after submission of invoice pursuant to Wyo. Stat. § 16-6-602. Grantee shall submit invoices in sufficient detail to ensure that payments may be made in conformance with this Agreement.
  
  - B. No payment shall be made for services performed before the Effective Date of this Agreement. Should the Grantee fail to perform in a manner consistent with the terms and conditions set forth in this Agreement, payment under this Agreement may be withheld until such time as the Grantee performs its duties and responsibilities to the satisfaction of the Department.
  
  - C. Except as otherwise provided in this Agreement, the Grantee shall pay all costs and expenses, including travel, incurred by Grantee or on its behalf in connection with Grantee’s performance and compliance with all of Grantee’s obligations under this Agreement.
  
5. **Responsibilities of Grantee.** The Grantee agrees to:

A. Provide the services described in Attachment A. In providing the materials or services described in Attachment A, the Grantee further agrees as follows:

(i) **Services.** The Grantee agrees to provide professional service to the satisfaction of the Department.

6. **Responsibilities of Department.** The Department agrees to:

A. Pay the Grantee for services as described in Attachment B.

7. **Special Provisions.**

A. **Monitoring Activities.** The Department shall have the right to monitor all activities related to this Agreement that are performed by Grantee or its sub-grantees. This shall include, but not be limited to, the right to make site inspections at any time and with reasonable notice; to bring experts and consultants on site to examine or evaluate completed work or work in progress; to examine the books, ledgers, documents, papers, and records pertinent to this Agreement; and to observe personnel in every phase of performance of Agreement related work.

B. **Procurement Regulations.** The Grantee agrees to comply with federal procurement regulations as stated in 44 C.F.R. Part 13 (OMB Circular A-102, The Common Rule), and the current Wyoming State Historic Preservation Office Certified Local Government Grants Manual, which is incorporated into this Agreement by this reference. Consultants must be chosen on a competitive basis. If applicable, the Grantee must submit a procurement report to the Department prior to submission of reimbursement requests.

C. **Federal and Non-Federal Share.** The Grantee must submit the appropriate supporting documentation for federal shares of money prior to submitting a reimbursement request. The documentation must meet federal requirements as stated in 44 C.F.R. Part 13 (OMB Circular A-102, The Common Rule), and the Wyoming State Historic Preservation Office Certified Local Government Grants Manual.

D. **Evaluation.** The Grantee shall allow evaluations to be made by the Department to evaluate fiscal and administrative compliance.

E. **Compliance with Laws.** In the interpretation, execution, and enforcement of this Agreement, the Grantee agrees to comply with all applicable state and federal laws, rules, and regulations. In addition to the terms detailed in this Agreement, all federal requirements governing grant agreements are applicable, specifically those regulations published by the Office of Management and Budget, including 44 C.F.R. Part 13 (OMB Circular A-102, The Common Rule, Grant Agreements and Cooperative Agreements with State and Local Governments); 2 C.F.R. Part 225 (OMB Circular A-87, Cost Principles for State and Local Governments); and OMB Circular A-128, Audits of State

and Local Governments. The Single Audit Act of 1984, 31 U.S.C. 7501-7, further defines auditing responsibilities and the Grantee agrees to comply therewith. The Grantee agrees to comply with National Park Service regulations as defined in the Historic Preservation Fund Grants Manual. The Grantee agrees to comply with the regulations stated in the Wyoming State Historic Preservation Office Certified Local Government Grants Manual.

- F. Ownership of Documents.** If the Project has a final printed product such as a brochure, book, poster, etc., that is to be distributed to the general public, the Grantee agrees to provide five (5) copies of the product to the Department. Three (3) of the five (5) copies of the final product will be sent to the National Park Service by the Department for their files and the remaining two (2) copies will be retained by the Department. The Department, as an agent of the National Park Service, reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for federal government purposes the copyright in any work developed within this Agreement.
- G. Acknowledgment.** The Grantee must agree to acknowledge the financial assistance of the federal government, specifically the National Park Service, in any publication, interpretative sign, audio visual material, etc. Such materials must also include a nondiscrimination statement. **The Department will furnish the text for the acknowledgment and the nondiscrimination statement and the Grantee expressly agrees to use such text and no other for acknowledgement and nondiscrimination statement purposes.**
- H. Retention of Records.** The Grantee agrees to retain all required records for three (3) years after the Department makes final payment and all other matters relating to the Grant are concluded.
- I. Access.** The Grantee agrees to permit access by the National Park Service, the Department, the Comptroller General of the United States or any of their duly authorized representatives to any books, documents, papers, and records of the Grantee which are directly pertinent to this specific Agreement for purposes including but not limited to audit, examination, excerpts, and transcriptions.
- J. Prohibition of Lobbying.** The Grantee assures that it will comply with the prohibition against the use of sub-grant agreement funds for lobbying as stated in 18 U.S.C. § 1913, "No part of the money appropriated by an enactment of Congress shall, in absence of express authorization by Congress, be used directly or indirectly to pay for personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a member of Congress, to favor or oppose by vote or otherwise, any legislation or appropriation by Congress, whether before or after the introduction of any bill or resolution proposing such legislation or appropriate, but this shall not prevent officers or employees of the United States or its Departments or agencies from communicating to members of Congress at the request

of any member, or to Congress through the proper official channels, request for legislation of appropriations which they deem necessary for the efficient conduct of the public business.”

- K. 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.
- L. Nondiscrimination.** The Grantee 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 of this Agreement. Federal law requires the Grantee to include all relevant special provisions of this Agreement in every sub-grant agreement awarded over ten thousand dollars (\$10,000.00) so that such provisions are binding on each sub-grantee.
- M. Publicity.** Any publicity given to the projects, programs, or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices in whatever form, prepared by or for the Grantee and related to the services and work to be performed under the Agreement, shall identify the Department as the sponsoring agency and shall not be released without prior written approval from the Department.
- N. Kickbacks.** The Grantee 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 the Grantee breaches or violates this warranty, the Department may, at its discretion, terminate this Agreement without liability to the Department, or deduct from the Agreement price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.

## **8. General Provisions.**

- A. Amendments.** Any changes, modifications, revisions, or amendments to this Agreement which are mutually agreed upon by the parties to this Agreement shall be incorporated by written instrument, executed by all parties to this Agreement.
- B. Applicable Law, Rules of Construction, and Venue.** The construction, interpretation, and enforcement of this Agreement shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms “hereof,” “hereunder,” “herein,” and words of similar import, are intended to refer to this Agreement as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.

- C. Assignment Prohibited and Agreement Shall Not be Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this Agreement without the prior written consent of the other party. The Grantee shall not use this Agreement, or any portion thereof, for collateral for any financial obligation without the prior written permission of the Department.
- D. Assumption of Risk.** The Grantee shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to Grantee's failure to comply with state or federal requirements. The Department shall notify the Grantee of any state or federal determination of noncompliance.
- E. Audit and Access to Records.** The Department and its representatives shall have access to any books, documents, papers, electronic data, and records of the Grantee, which are pertinent to this Agreement. The Grantee shall immediately, upon receiving written instruction from the Department, provide to any independent auditor or accountant all books, documents, papers, electronic data, and records of the Grantee which are pertinent to this Agreement. The Grantee shall cooperate fully with any such independent auditor or accountant during the entire course of any audit authorized by the Department.
- F. Availability of Funds.** Each payment obligation of the Department 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 Contract, the Contract may be terminated by the Department at the end of the period for which the funds are available. The Department shall notify the Contractor 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 Department in the event this provision is exercised, and the Department shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.
- G. Award of Related Agreements.** The Department may award supplemental or successor agreements for work related to this Agreement or may award agreements to other grantees for work related to this Agreement. The Grantee shall cooperate fully with other grantees and the Department in all such cases.
- H. Confidentiality of Information.** Except when disclosure is required by the Wyoming Public Records Act or court order, all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Grantee in the performance of this Agreement shall be kept confidential by the Grantee unless written permission is granted by the Department for its release. If and when Grantee receives a request for information subject to this Agreement, Grantee shall notify the Department within ten (10) days of such request and shall not release such information



to a third party unless directed to do so by the Department.

- I. **Entirety of Agreement.** This Agreement, consisting of nine (9) pages; Attachment A, Scope of Work, consisting of one (1) page; Attachment B, Budget, consisting of one (1) page; Attachment C, Certifications, consisting of three (3) pages; and the current Wyoming State Historic Preservation Office Certified Local Government Grants Manual, represent the entire and integrated Agreement between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this Agreement and the language of any document or attachment incorporated by reference, the language of this Agreement shall control.
- J. **Ethics.** Grantee 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 Grantee's profession.
- K. **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.
- L. **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.
- M. **Indemnification.** Each party to this Agreement shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other.
- N. **Independent Contractor.** The Grantee shall function as an independent contractor for the purposes of this Agreement, and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this Agreement, the Grantee shall be free from control or direction over the details of the performance of services under this Agreement. The Grantee shall assume sole responsibility for any debts or liabilities that may be incurred by the Grantee 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 Grantee or its agents or employees to act as an agent or representative for or on behalf of the State of Wyoming or the Department, or to incur any obligation of any kind on behalf of the State of Wyoming or the Department. The Grantee agrees that no health or hospitalization benefits, workers'

- compensation, unemployment insurance or similar benefits available to State of Wyoming employees will inure to the benefit of the Grantee or the Grantee's agents or employees as a result of this Grant agreement.
- O. 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.
  - P. Patent or Copyright Protection.** The Grantee 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 Grantee or its sub-grantees will violate any such restriction. The Grantee shall defend and indemnify the Department for any infringement or alleged infringement of such patent, trademark, copyright, license, or other restrictions.
  - Q. 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, and 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).
  - R. Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and Department expressly reserve sovereign immunity by entering into this Agreement and the Grantee expressly reserves governmental immunity. Each of them specifically retains all immunities and defenses available to them as sovereign or governmental entities pursuant to Wyo. Stat. § 1-39-101, *et seq.*, and all other applicable law. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.
  - S. Taxes.** The Grantee 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.
  - T. Termination of Agreement.** This Agreement may be terminated, without cause, by the Department upon thirty (30) days written notice. This Agreement may be terminated by the Department immediately for cause if the Grantee fails to perform in accordance with the terms of this Agreement.
  - 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. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement.

- V. **Time is of the Essence.** Time is of the essence in all provisions of this Agreement.
- W. **Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Agreement.
- X. **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.
- Y. **Counterparts.** This Agreement may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Agreement. Delivery by the Grantee of an originally signed counterpart of this Agreement by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to the Department.

**THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK**

9. **Signatures.** The parties to this Agreement, either personally or through their duly authorized representatives, have executed this Agreement on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Agreement.

The Effective Date of this Agreement is the date of the signature last affixed to this page.

**DEPARTMENT:**

**State of Wyoming, Department of State Parks and Cultural Resources, State Historic Preservation Office**

\_\_\_\_\_  
Sara Needles  
State Historic Preservation Officer

\_\_\_\_\_  
Date

**GRANTEE:**

**Casper Historic Preservation Commission**

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

\_\_\_\_\_  
Date

**ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM**

 # 209643  
\_\_\_\_\_  
Alycia Goldman, Assistant Attorney General

\_\_\_\_\_  
1/28/21  
Date

## Attachment A

### SCOPE OF WORK

**Product: Cultural Resources Survey of African American Historical Sites/Buildings in Casper**

The purpose is to hire a qualified professional to assist the Historic Preservation Commission with identifying/surveying/documenting African American historical assets in Casper that warrant preservation and recognition, and to facility future Historic Register listings.

**Grantee will provide to the Department:**

- 1) A procurement report indicating fair bid practices for hiring a consultant are followed by: a) running an ad in the newspaper for the consultant; b) sending an RFP sent to at least three consultants; or c) sole sourcing the project.

The project can be sole sourced by providing a written justification as to why you chose to hire a particular consultant. **Given that CLG grants are Federal dollars the preferred method is to seek bids from prospective contractors. Sole Source justifications are not intended to be the norm, but rather the exception. CLG grant recipients are HIGHLY encouraged to seek competitive bids for any contracted work.**

**The RFP must include a qualification requirement of having experience and skills in historic architecture. The State Historic Preservation Office will participate in the review of RFP proposals to assist in identifying the consultant.**

The procurement report must include supporting documentation such as: a) a copy of the newspaper ad, any responses you receive, and what the selected consultant submits, including the consultant's professional qualifications; b) a list of the consultants an RFP was sent to along with any responses received; or, c) the sole source justification. A consultant will be formally retained on or before July 1, 2021 or this project will be cancelled.

- 2) One electronic copy of the survey report will be provided to the Wyoming State Historic Preservation Office (SHPO) and Wyoming Cultural Properties Forms will be completed and submitted through Wyoming SHPO WyoTrack.
- 3) Copies of canceled checks representing cash match, time donation forms, receipts, travel log sheets, etc. along with a Reimbursement Request Form signed by the Project Coordinator. These materials must be received before reimbursement funds will be provided. All reimbursement requests will be submitted to the Wyoming State Historic Preservation Office no later than August 31, 2022.
- 4) A final report will be submitted by September 30, 2022. Forms will be provided by State Historic Preservation Office
- 5) The original copies of the grant agreement with signatures on page 9 and on Attachment C, page 3 must be received before the project may begin.

Attachment A to Grant Agreement between  
the State of Wyoming, Department of State Parks and Cultural Resources,  
State Historic Preservation Office and  
Casper Historic Preservation Commission

**Attachment B**

**BUDGET**

The total federal cost of the project **SHALL NOT EXCEED** Six Thousand Six Hundred Dollars (\$6,600.00).

BUDGET	FEDERAL	MATCH	TOTAL
Consultant Contract	6,600.00	4,400.00	\$11,000
<b>TOTAL</b>	<b>\$6,600.00</b>	<b>\$4,400.00</b>	<b>\$11,000.00</b>

Casper Historic Preservation Commission will be reimbursed by the Department of State Parks & Cultural Resources upon receipt of the reimbursement request form; proper documentation of all approved budget expenses; documentation of match; and a progress report/final project report.

Payment from State Historic Preservation Office (SHPO) may be requested at various times during the project; however, one-third of the grant funds will be withheld until the project is completed and required paperwork received by SHPO. Please refer to the CLG manual for grant procedures and call Linda Kiisk, Certified Local Government Program Manager at 777-7566 or Renée Bovée, Certified Local Government Grants Manager at 777-6312 if you have questions.

The grant period ends September 30, 2022. All grant project documentation and related paperwork must be received by SHPO no later than August 31, 2022.

**Attachment C  
CERTIFICATIONS**

**U.S. Department of the Interior**

**Certifications Regarding Debarment, Suspension and  
Other Responsibility Matters, Drug-Free Workplace  
Requirements and Lobbying**

Persons signing this form should refer to the regulations referenced below for complete instructions:

Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions - **The prospective primary participant further agrees by submitting this proposal that it will include the clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. See below for language to be used or use this form certification and sign. (See Appendix A of Subpart D of 43 CFR Part 12.)**

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions - (See Appendix B of Subpart D of 43 CFR Part 12.)

Certification Regarding Drug-Free Workplace Requirements - Alternate I. (Grantees Other Than Individuals) and Alternate II. (Grantees Who are Individuals) - (See Appendix C of Subpart D of 43 CFR Part 12)

Signature on this form provides for compliance with certification requirements under 43 CFR Parts 12 and 18. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of the Interior determines to award the covered transaction, grant, cooperative agreement or loan.

---

**PART A: Certification Regarding Debarment, Suspension, and Other Responsibility Matters-  
Primary Covered Transactions**

*CHECK \_\_\_\_\_ IF THIS CERTIFICATION IS FOR A PRIMARY COVERED TRANSACTION AND IS APPLICABLE.*

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
  - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

---

**PART B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -  
Lower Tier Covered Transactions**

*CHECK \_\_\_\_\_ IF THIS CERTIFICATION IS FOR A LOWER TIER COVERED TRANSACTION AND IS APPLICABLE.*

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

This form was electronically produced by Elite Federal Forms, Inc.

DI-2010  
June 1995  
(This form replaces DI-1953, DI-1954,  
DI-1955, DI-1956 and DI-1963)

Attachment C to Grant Agreement between  
the State of Wyoming, Department of State Parks and Cultural Resources,  
State Historic Preservation Office and  
Casper Historic Preservation Commission

**PART C: Certification Regarding Drug-Free Workplace Requirements**

CHECK \_\_\_ IF THIS CERTIFICATION IS FOR AN APPLICANT WHO IS NOT AN INDIVIDUAL.

Alternate I. (Grantees Other Than Individuals)

A. The grantee certifies that it will or continue to provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an ongoing drug-free awareness program to inform employees about--
  - (1) The dangers of drug abuse in the workplace;
  - (2) The grantee's policy of maintaining a drug-free workplace;
  - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
  - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will --
  - (1) Abide by the terms of the statement; and
  - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted --
  - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a) (b), (c), (d), (e) and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check \_\_\_ if there are workplaces on files that are not identified here.

**PART D: Certification Regarding Drug-Free Workplace Requirements**

CHECK \_\_\_ IF THIS CERTIFICATION IS FOR AN APPLICANT WHO IS AN INDIVIDUAL.

Alternate II. (Grantees Who Are Individuals)

- (a) The grantee certifies that, as a condition of the grant, he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant;
- (b) If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, he or she will report the conviction, in writing, within 10 calendar days of the conviction, to the grant officer or other designee, unless the Federal agency designates a central point for the receipt of such notices. When notice is made to such a central point, it shall include the identification number(s) of each affected grant.

DI-2010  
June 1995  
(This form replaces DI-1953, DI-1954,  
DI-1955, DI-1956 and DI-1983.)

Attachment C to Grant Agreement between  
the State of Wyoming, Department of State Parks and Cultural Resources,  
State Historic Preservation Office and  
Casper Historic Preservation Commission



**PART E: Certification Regarding Lobbying**  
**Certification for Contracts, Grants, Loans, and Cooperative Agreements**

CHECK \_\_\_\_\_ IF CERTIFICATION IS FOR THE AWARD OF ANY OF THE FOLLOWING AND THE AMOUNT EXCEEDS \$100,000: A FEDERAL GRANT OR COOPERATIVE AGREEMENT; SUBCONTRACT, OR SUBGRANT UNDER THE GRANT OR COOPERATIVE AGREEMENT.

CHECK \_\_\_\_\_ IF CERTIFICATION FOR THE AWARD OF A FEDERAL LOAN EXCEEDING THE AMOUNT OF \$150,000, OR A SUBGRANT OR SUBCONTRACT EXCEEDING \$100,000, UNDER THE LOAN.

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

As the authorized certifying official, I hereby certify that the above specified certifications are true.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL

Steven K. Freel Mayor of Casper, Wyoming

TYPED NAME AND TITLE

DATE

DI-2010  
June 1995  
(This form replaces DI-1953, DI-1954,  
DI-1955, DI-1956 and DI-1963)

RESOLUTION NO.21-19

A RESOLUTION ACCEPTING A GRANT FROM THE WYOMING STATE HISTORIC PRESERVATION OFFICE (SHPO) FOR THE COMPLETION OF A CULTURAL RESOURCE SURVEY OF AFRICAN AMERICAN HISTORICAL SITES/BUILDINGS IN CASPER

WHEREAS, each year the Wyoming State Historic Preservation Office transfers at least ten (10) percent of its annual federal apportionment to Certified Local Governments (CLG) in the form of grants to complete local projects; and,

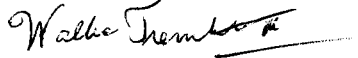
WHEREAS, the Casper CLG, represented by the Casper Historic Preservation Commission, is in good standing and has been awarded a Six Thousand Six Hundred Dollar (\$6,600) grant to complete a Cultural Resource Survey of African American Historical Sites/Buildings in Casper; and,

WHEREAS, the City of Casper desires to accept the grant from the Wyoming State Historic Preservation Office.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the grant is hereby accepted, and the Mayor is hereby authorized and directed to execute a Grant Agreement between the Wyoming State Historic Preservation Office and the City of Casper.

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

January 11, 2021

MEMO TO: J. Carter Napier, City Manager 

FROM: Andrew B. Beamer, P.E., Public Services Director   
Bruce Martin, Public Utilities Manager  
Alex Sveda, P.E., Associate Engineer

SUBJECT: Authorizing Change Order No. 3 with High Plains Construction, Inc., in the Amount of \$28,406.65, for the CY Booster Station Replacement, Project No. 16-024.

**Meeting Type & Date:**

Regular Council Meeting  
February 16, 2021

**Action Type:**

Resolution

**Recommendation:**

That City Council, by Resolution, authorize Change Order No. 3 (CO3) with High Plains Construction, Inc., (HPC), in the amount of \$28,406.65, for CY Booster Station Replacement, Project No. 16-024.

**Summary:**

The CY Booster Station was built in 1953 and provides water to Valley Hills and Sunrise I water storage tanks, serving approximately 8,000 residents in Zone II. The facility was rehabilitated in 1981 with new valve assemblies, fittings and piping. The existing pumps have been rebuilt several times and have been operating for over forty (40) years. Due to the age of the facility and equipment, a new booster station was recommended with new pumps sized for future growth in Zone II.

HPC is under contract to install a new booster station located on the same site as the existing facility and approximately 600-feet of new transmission main, demolition of the old booster station, and Supervisory Controls and Data Acquisition (SCADA) improvements for the booster station and existing water storage tank.

CO3 includes work to furnish and install four (4) new light fixture visors to dim the new LED exterior building lighting, in the amount of \$706.20. The new building included four (4) new LED exterior lights that are much brighter than the one (1) area light of the old booster station. These new lights, along with the higher elevation of the new building, cast more light to the surrounding residential area at night. The additional light fixture visors have been installed to reduce the impact to nearby residents.

CO3 also includes work to regrade and install recycled asphalt tailings to approximately 8,100 square

CO3 High Plains Construction, Inc.  
CY Booster Station Replacement  
Project No. 16-024

feet of entry driveway to the facility, in the amount of \$1,652.50, and work to install modified steel grating metal at the new overhead door floor transition, in the amount of \$1,284.95. The existing driveway to the facility was in disrepair prior to construction and was a combination of broken asphalt and gravel. City Staff requested the asphalt tailings for safer access and easier maintenance. The new building included steel grating metal on the first floor. During construction, it was noted that additional material would be needed to provide a weather-tight seal at the new overhead door floor transition from the exterior concrete pad to the interior grating metal.

The last item included in CO3 is the balance of bid item quantity overruns and credits, in the amount of \$24,763.00. During the excavation for the new booster station, the existing buried tank drain location was found to be in conflict with the new building, requiring relocation. This relocation required installation of approximately 158 feet of additional 12-inch P.V.C pipe, three (3) 12-inch ductile iron fittings, and two (2) additional new pipe connections to existing pipe. Also, overrun from the bid quantities was the length of the drilled concrete pier foundations. Because of poor site soils, the new building required drilled concrete piers to penetrate bedrock at a minimum of three (3) feet, and there were several drilled piers that ended up being deeper than expected. Lastly, forty (40) additional feet of chain link fencing was installed to allow better vehicle access, and additional 16-inch PVC pipe and ductile iron fittings were installed due to a modification of how the old booster station was to remain in operation during construction of the new building.

The total combined amount of this additional work in CO3 is \$28,406.65, and no time extension has been requested. The project was designed by Civil Engineering Professionals (CEPI), and they are currently under contract for design and construction administration services for the work. CEPI and City of Casper Staff recommend the approval of CO3 with HPC in the amount of \$28,406.65.

Construction of the improvements is anticipated to be substantially complete by February of 2021.

**Financial Considerations:**

Funding for construction of this project will be from a WWDC grant with the remaining coming from City of Casper Water Fund Reserves.

CO3 will come from contingency funds set for the project and is eligible for WWDC grant reimbursement. With CO3, the remaining contingency balance will be \$59,430.35.

**Oversight/Project Responsibility:**

Alex Sveda, Associate Engineer

**Attachments:**

- CO3
- Engineer's Recommendation
- HPC Change Order Request

CO3 High Plains Construction, Inc.  
CY Booster Station Replacement  
Project No. 16-024

CITY OF CASPER  
CHANGE ORDER

NO. 3

PROJECT: CY Booster Station Replacement Project DATE OF ISSUANCE: 01-11-2021  
 OWNER: City of Casper  
 CONTRACTOR: High Plains Construction, Inc  
 ENGINEER: Civil Engineering Professionals, Inc

You are directed to make the following changes in the Contract Documents:

Description: Install light hoods to pump station to prevent light trespassing, repair access road by placing and grading city provided rotomill tailings, modify the steel grate at the overhead coiling door so the door as a contact surface, and balance the contract quantities

Attachments: Revision memo from contractor, CEPI Memo, quantity balancing spreadsheet contractor invoices

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price: \$2,092,593.00	Original Contract Time: Substantial Completion: May 1, 2021 Final Completion: May 15, 2021
Previous Change Orders No. <u>2</u> to 0 \$12,163.00	Net change from previous Change Orders (days): 0
Contract Price prior to this Change Order: \$2,104,756.00	Contract Time Prior to this Change Order: Substantial Completion: May 1, 2021 Final completion: May 15, 2021
Net Increase/Decrease of this Change Order: \$28,406.65	Net Increase/Decrease of this Change Order: Substantial = 0 calendar days Final = 0 calendar days
Contract Price with all approved Change Orders: \$2,133,162.65	Contract Time with all approved Change Orders: Substantial completion: May 1, 2021 Final completion: May 15, 2021

ACCEPTED:

RECOMMENDED:

APPROVED:

BY:   
Contractor

BY:   
Engineer

BY: \_\_\_\_\_  
Owner



## Memorandum

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Date: January 19, 2021

To: Alex Sveda, City of Casper

Cc: Rich Moore, High Plains Construction, Inc.  
Bill Brewer (WWDC)

From: Alan Corey, CEPI

WO #: 16-024 (City); 17-045 (CEPI)

Subject: CY Booster Station Replacement Project – Change Order No. 3 (revised)

---

Enclosed is Change Order No. 3 for your review and approval. The enclosed change order has been revised to reflect a small change in the installed quantities of the chain link fence. The contractor had initially stated they installed 556 feet of chain link fence but noticed their error when comparing the quantity of concrete for the mow strip installed to the quantity of fence installed. The revised quantity for chain link fence is 596 feet. I verified this quantity with a measuring wheel on January 19, 2021. Alex Sveda was a witness to the measurement.

This change order encompasses all work associated with installing four (4) light fixture visors, placing and grading rotomill tailings on the access road, and modifying the steel grating to create a contact surface for the coiling overhead door.

The adjacent neighbors have been complaining about the new lights on the pump station building. The electrical contractor adjusted the lights so they are pointed more downward; however, there was still some light casting on the adjacent neighbors. We requested a price for the electrical contractor to install visors on the lights. The cost to perform this work is \$706.20

At a previous progress meeting, the City agreed to haul in rotomill tailings to the site and to pay High Plains to place and repair and grade the tailing on the access road. High Plains has completed this work and their time and materials invoice is included in this change order. The cost to perform this work is \$1,652.50

At a previous progress meeting, the contractor noted that overhead coiling door will rest on the open steel grating and not on the foundation wall. It was determined that the solution was to modify the steel grating across the length of the overhead coiling door by installing a flat steel plate and embed it into the steel grating so the overhead coiling door as a proper surface to contact with. The cost to perform this work is \$1,284.95

Finally, this change order will balance the installed quantities with the bid quantities. Several items during the construction of the new booster station were overrun in lieu of drafting change orders. During the excavation for the new booster station, the tank drain was located and found to

be in conflict with the new building and had to be relocated. During the relocation of the drain line, it was further discovered that the drain line was cracked along the crown for roughly 90 feet and was also replaced with new 12-inch PVC. The total length of 12-inch PVC added to the project was 158-L.F. in addition to three (3) 12-inch ductile iron fittings and two (2) additional "connect to existing". Also overrun from the bid quantities was the "Drilled Concrete Piers". The construction drawings instruct the drilled concrete piers to penetrate the bedrock a minimum of 3-feet; there were several drilled piers that ended up being deeper than expected. Lastly, the bid item for 16-inch PVC and the ductile iron fittings were overrun due to a modification of how the old booster station was to continue service while the new building was being constructed. In all, the increased cost to the new booster station building is \$38,738.00 however; there was some cost savings in the amount of \$13,975.00 during the transmission main replacement.

In total the cost for this change order is \$28,406.65 and there is no time extension requested for this work.

CEPI recommends approving this Change Order. The price submitted by High Plains and their subcontractors appears reasonable. Please contact me with any questions.



# HIGH PLAINS CONSTRUCTION INC.

P.O. Box 370 • Mills, Wyoming 82644 • 307/265-2244 • FAX 307/235-4917

January 19, 2021

CEPI  
6080 Enterprise Drive  
Casper, WY 82609

Attention: Alan Corey and Nick Larsen

RE: CY Booster Station Replacement Project

High Plains Construction, Inc. remeasured the fencing for the CY Booster Station Replacement Project and the amount was 596 lf instead of 556 lf. A difference of 40 lf.

596 LF @ 39	\$23,244.00
<u>Less 556 LF @ \$39 =</u>	<u>\$21,684.00</u>
(Additional 40 LF)	\$1,560.00

  
\_\_\_\_\_  
Richard L. Moore, President

Jan 19 2021  
Date



**CY Booster Station Replacement Project  
Change Order No. 3 - Installed Quantities  
High Plains Construction**

**Schedule A - Booster Station**

Item	Description	Unit	Current Contract			Installed			Total Quantity Difference	Total Cost Difference	
			Quantity	Unit Cost	Total Cost	Quantity	Unit Cost	Total Cost			
A.1	Mobilization	LS	1	\$ 200,000.00	\$ 200,000.00	1.00	\$ 200,000.00	\$ 200,000.00	0.00	\$ -	
A.2	Bonds	LS	1	\$ 7,000.00	\$ 7,000.00	1.00	\$ 7,000.00	\$ 7,000.00	0.00	\$ -	
A.3	Demolition	LS	1	\$ 46,000.00	\$ 46,000.00	1.00	\$ 46,000.00	\$ 46,000.00	0.00	\$ -	
A.4	Earthwork and Site Preparation	LS	1	\$ 20,000.00	\$ 20,000.00	1.00	\$ 20,000.00	\$ 20,000.00	0.00	\$ -	
A.5	Booster Station Building	LS	1	\$ 559,000.00	\$ 559,000.00	1.00	\$ 559,000.00	\$ 559,000.00	0.00	\$ -	
A.6	Drilled Concrete Piers	LF	150	\$ 214.00	\$ 32,100.00	175.00	\$ 214.00	\$ 37,450.00	25.00	\$ 5,350.00	
A.7	Mechanical Equipment	LS	1	\$ 249,915.00	\$ 249,915.00	1.00	\$ 249,915.00	\$ 249,915.00	0.00	\$ -	
A.8	Electrical and SCADA	LS	1	\$ 353,000.00	\$ 353,000.00	1.00	\$ 353,000.00	\$ 353,000.00	0.00	\$ -	
A.9	Surge Control System	LS	1	\$ 90,000.00	\$ 90,000.00	1.00	\$ 90,000.00	\$ 90,000.00	0.00	\$ -	
A.10	12-inch PVC Waterline - DR18	LF	30	\$ 118.00	\$ 3,540.00	188.00	\$ 118.00	\$ 22,184.00	158.00	\$ 18,644.00	
A.11	12-inch DI Fitting	EA	5	\$ 1,050.00	\$ 5,250.00	8.00	\$ 1,050.00	\$ 8,400.00	3.00	\$ 3,150.00	
A.12	12-inch Gate Valve	EA	3	\$ 2,840.00	\$ 8,520.00	3.00	\$ 2,840.00	\$ 8,520.00	0.00	\$ -	
A.13	16-inch PVC Waterline - DR18	LF	284	\$ 125.00	\$ 35,500.00	328.00	\$ 125.00	\$ 41,000.00	44.00	\$ 5,500.00	
A.14	16-inch DI Fitting	EA	12	\$ 1,740.00	\$ 20,880.00	14.00	\$ 1,740.00	\$ 24,360.00	2.00	\$ 3,480.00	
A.15	16-inch DI Vertical Bend	EA	4	\$ 2,280.00	\$ 9,120.00	4.00	\$ 2,280.00	\$ 9,120.00	0.00	\$ -	
A.16	16-inch Gate Valve	EA	8	\$ 7,514.00	\$ 60,112.00	8.00	\$ 7,514.00	\$ 60,112.00	0.00	\$ -	
A.17	Altitude Valve Vault	LS	1	\$ 99,318.00	\$ 99,318.00	1.00	\$ 99,318.00	\$ 99,318.00	0.00	\$ -	
A.18	Connect to Existing Main	EA	5	\$ 3,000.00	\$ 15,000.00	7.00	\$ 3,000.00	\$ 21,000.00	2.00	\$ 6,000.00	
A.19	6-inch PVC Drain Pipe	LS	1	\$ 9,092.00	\$ 9,092.00	1.00	\$ 9,092.00	\$ 9,092.00	0.00	\$ -	
A.20	Foundation Material	CY	20	\$ 76.00	\$ 1,520.00	0.00	\$ 76.00	\$ -	(20.00)	\$ (1,520.00)	
A.21	Select Backfill	CY	100	\$ 28.00	\$ 2,800.00	0.00	\$ 28.00	\$ -	(100.00)	\$ (2,800.00)	
A.22	6" Grading 'W' Base Course	SY	1,400	\$ 14.00	\$ 19,600.00	1450.00	\$ 14.00	\$ 20,300.00	50.00	\$ 700.00	
A.23	Chain Link Fencing	LF	590	\$ 39.00	\$ 23,010.00	596.00	\$ 39.00	\$ 23,244.00	6.00	\$ 234.00	
A.24	Seeding and Reclamation	LS	1	\$ 2,500.00	\$ 2,500.00	1.00	\$ 2,500.00	\$ 2,500.00	0.00	\$ -	
<b>SUBTOTAL - BID SCHEDULE</b>					<b>\$ 1,872,777.00</b>	<b>SUBTOTAL - INSTALLED</b>			<b>\$ 1,911,515.00</b>	<b>TOTAL COST</b>	<b>\$ 38,738.00</b>

**Schedule B - Transmisson Main**

Item	Description	Unit	Current Contract			Installed			Total Quantity Difference	Total Cost Difference
			Quantity	Unit Cost	Total Cost	Quantity	Unit Cost	Total Cost		
B.1	Mobilization	LS	1	\$ 14,000.00	\$ 14,000.00	1.00	\$ 14,000.00	\$ 14,000.00	0.00	\$ -
B.2	Bonds	LS	1	\$ 1,000.00	\$ 1,000.00	1.00	\$ 1,000.00	\$ 1,000.00	0.00	\$ -
B.3	16-inch DR 18 C900 PVC Water Transmission Pipeline	LF	450	\$ 125.00	\$ 56,250.00	450.00	\$ 125.00	\$ 56,250.00	0.00	\$ -
B.4	16-inch DI Fitting	EA	5	\$ 1,500.00	\$ 7,500.00	4.00	\$ 1,500.00	\$ 6,000.00	(1.00)	\$ (1,500.00)
B.5	16-inch DI Vertical Bend	EA	2	\$ 1,900.00	\$ 3,800.00	2.00	\$ 1,900.00	\$ 3,800.00	0.00	\$ -
B.6	16-inch Concrete Thrust Collar	EA	2	\$ 1,515.00	\$ 3,030.00	2.00	\$ 1,515.00	\$ 3,030.00	0.00	\$ -
B.7	Connect to Existing Main	EA	1	\$ 2,870.00	\$ 2,870.00	1.00	\$ 2,870.00	\$ 2,870.00	0.00	\$ -
B.8	Waterline ID Carsonite Posts	EA	3	\$ 205.00	\$ 615.00	16.00	\$ 205.00	\$ 3,280.00	13.00	\$ 2,665.00
B.9	Foundation Material	CY	15	\$ 76.00	\$ 1,140.00	0.00	\$ 76.00	\$ -	(15.00)	\$ (1,140.00)
B.10	Select Backfill	CY	500	\$ 28.00	\$ 14,000.00	0.00	\$ 28.00	\$ -	(500.00)	\$ (14,000.00)

B.11	Seeding and Reclamation	LS	1	\$ 3,000.00	\$ 3,000.00	1.00	\$ 3,000.00	\$ 3,000.00	0.00	\$ -
					<b>SUBTOTAL - BID SCHEDULE</b>	<b>\$ 107,205.00</b>	<b>SUBTOTAL - INSTALLED</b>	<b>\$ 93,230.00</b>	<b>TOTAL COST</b>	<b>\$ (13,975.00)</b>

**Schedule C - Retaining Wall**

Item	Description	Unit	Current Contract			Installed			Total Quantity Difference	Total Cost Difference
			Quantity	Unit Cost	Total Cost	Quantity	Unit Cost	Total Cost		
C.1	Mobilization	LS	1	\$ 12,000.00	\$ 12,000.00	1.00	\$ 12,000.00	\$ 12,000.00	0.00	\$ -
C.2	Bonds	LS	1	\$ 611.00	\$ 611.00	1.00	\$ 611.00	\$ 611.00	0.00	\$ -
C.3	Retaining Wall	LS	1	\$ 100,000.00	\$ 100,000.00	1.00	\$ 100,000.00	\$ 100,000.00	0.00	\$ -
					<b>SUBTOTAL - BID SCHEDULE</b>	<b>\$ 112,611.00</b>	<b>SUBTOTAL - INSTALLED</b>	<b>\$ 112,611.00</b>	<b>TOTAL COST</b>	<b>\$ -</b>

**Approved Change Orders**

Item	Description	Unit	Current Contract			Installed			Total Quantity Difference	Total Cost Difference
			Quantity	Unit Cost	Total Cost	Quantity	Unit Cost	Total Cost		
CO1	ARV at Station 5+50	LS	1	\$ 7,363.00	\$ 7,363.00	1.00	\$ 7,363.00	\$ 7,363.00	0.00	\$ -
CO2	Retaining Wall - NE Corner of Building	LS	1	\$ 4,800.00	\$ 4,800.00	1.00	\$ 4,800.00	\$ 4,800.00	0.00	\$ -
CO3	Misc Items	LS	-	\$ -	\$ -	1.00	\$ 3,643.65	\$ 3,643.65	1.00	\$ 3,643.65
					<b>SUBTOTAL - BID SCHEDULE</b>	<b>\$ 12,163.00</b>	<b>SUBTOTAL - INSTALLED</b>	<b>\$ 15,806.65</b>	<b>TOTAL COST</b>	<b>\$ 3,643.65</b>

Schedule A Subtotal	\$ 1,872,777.00	Schedule A Subtotal	\$ 1,911,515.00	Schedule A Subtotal	\$ 38,738.00
Schedule B Subtotal	\$ 107,205.00	Schedule B Subtotal	\$ 93,230.00	Schedule B Subtotal	\$ (13,975.00)
Schedule C Subtotal	\$ 112,611.00	Schedule C Subtotal	\$ 112,611.00	Schedule C Subtotal	\$ -
Change Orders	\$ 12,163.00	Change Orders	\$ 15,806.65	Change Orders	\$ 3,643.65
<b>Contract Total</b>	<b>\$ 2,104,756.00</b>	<b>CO No. 3 (FINAL) Total</b>	<b>\$ 2,133,162.65</b>	<b>Total Difference</b>	<b>\$ 28,406.65</b>

# HIGH PLAINS CONSTRUCTION INC.

P.O. Box 370 • Mills, Wyoming 82644 • 307/265-2244 • FAX 307/235-4917

## CHANGE ORDER REQUEST

*Revised*

January 5, 2021

CEPI  
6080 Enterprise Drive  
Casper, WY 82609

Attention: Alan Corey and Nick Larsen

RE: CY Booster Station Replacement Project

High Plains Construction, Inc. is requesting a Change Order for the CY Booster Station Replacement Project for the City of Casper for:

Extra Work on Garage Door

### Material

Pepper Tank Inv# 95068	\$399.00
Bloedorn Lumber # 6062019	39.70
Bloedorn Lumber # 6062034	4.71
Northwest Contractors Supply #1531837	63.84
WYO Steel & Recycling #165301	49.98
<u>Total</u>	<u>\$ 557.23</u>
10% Up	55.72


Total Material \$ 612.95

### Labor

Foreman 3 Hours @ \$80.00	\$240.00
<u>3 Laborers 9 Hours @ \$48.00</u>	<u>432.00</u>

Total Labor \$ 672.00

**Change Order Request Total \$ 1,284.95**

  
Richard L. Moore, President

1-7-21  
Date

# PEPPER TANK & CONTRACTING COMPANY

P.O. BOX 1468  
 1801 WEST YELLOWSTONE HWY.  
 CASPER, WYOMING 82602  
 307-234-3533  
 FAX 237-1204

STEEL FABRICATION  
 STRUCTURAL STEEL  
 TANKS

DUCT WORK  
 STAINLESS  
 STEEL SUPPLIER

Customer's Order No. \_\_\_\_\_ Date 1-4-21

Name High Plains Const

Address \_\_\_\_\_

SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.	MOSE. RETD.	PAID OUT	
			<input checked="" type="checkbox"/>				Feb
QTY.	DESCRIPTION					PRICE	AMOUNT
1	1/8 SS @ 12" X 13' 0" Per sketch For Door Threshold						380.00
	Pump Booster Station					Tax	19.00
	Job 282-20						399.00
						TOTAL	

TERMS: NET 30 DAYS + 1/2% Per month carrying charge  
 will be charged on all past due accounts.  
 18 Percent Per Year.

MR-M8-55 All claims and returned goods MUST be accompanied by this bill.

95068

Rec'd by [Signature]  
 Print Name \_\_\_\_\_

D & B PRINTING - CASPER, WY 82609 3140813 MAC-7



**Bloedorn Lumber - Casper**  
 665 South Walnut  
 PO Box 265  
 Casper, Wyoming 82602-0265  
 Phone Number: 307-234-3545  
 Fax Number: 307-234-9823

# Sales Invoice

**6062019**

Invoice No  
 Invoice Date  
 Terms  
 Customer  
 Customer PO#  
 Contact:  
 Our Ref  
 Taken By

01/04/2021  
 Net 10th NO FC  
 44753  
 28220  
 RON CHARBONNEAU  
 60716930  
 Edward Pieper

**Invoice Address**  
 High Plains Construction Inc  
 P.O. Box 370  
 Mills, WY, 82644

**Delivery Address**  
 High Plains Construction Inc  
 P.O. Box 370  
 Mills, WY, 82644



Special Instructions	Notes

Line	Description	Qty/Footage	Price	Per	Total
1	780707 - 10 OZ ALL PURPOSE CALUK ALMOND	1 ea	5.84	ea	5.84
2	361232 - 9/64 COBALT DRILL BIT	2 ea	6.74	ea	13.48
3	361227 - 5/32" COBALT DRILL BIT	2 ea	6.74	ea	13.48
4	BULK - anchor	24 ea	0.10	ea	2.40
5	MTS834 - 8 X 3/4" MODIFIED SHARP POINT TRUSS SCREW - ZINC	0.25 Lb	4.01	Lb	1.00
6	AW12119 - #2 2" PHILLIPS ACR POWER BIT	1 ea	1.61	ea	1.61

*Material for change order garage door*

Goods received in good condition

Print name

Signature

Total Amount	\$37.81
Sales Tax	\$1.89
Invoice Total	\$39.70

**Thank you for your business!**

The invoice is due on 02/10/2021.

If ACCOUNT BALANCES are not paid in full within 30 days from date of your statement, A FINANCE CHARGE will be assessed. FINANCE CHARGE is computed by using a periodic rate of 1.5% per month, which is an ANNUAL PERCENTAGE RATE of 18% applied to your ACCOUNT BALANCE. A minimum monthly FINANCE CHARGE of \$0.50 will be charged for all unpaid balances of \$35.00 or less. -NOTICE TO OWNER. If you pay the contractor for work or equipment, material or supplies delivered without having received from the contractor a waiver of lien by all subcontractors, or evidence of payment, a lien may be filed against your property by a subcontractor and/or material supplier. In the event the Buyer's obligations arising under this invoice are enforced through a collection agency or attorneys with or without suit or any other proceeding, buyer agrees to pay all collection costs or reasonable attorney fees on the account balance due plus court costs. Special Order Returns are subject to a 25% restocking fee.



**Bloedorn Lumber - Casper**  
 665 South Walnut  
 PO Box 265  
 Casper, Wyoming 82602-0265  
 Phone Number: 307-234-3545  
 Fax Number: 307-234-9823

# Sales Invoice

**Invoice No** 6062034  
**Invoice Date** 01/04/2021  
**Terms** Net 10th NO FC  
**Customer** 44753  
**Customer PO#** 28220  
**Contact:** RON CHARBONNEAU  
**Our Ref** 60717070  
**Taken By** Edward Pieper

**Invoice Address**  
 High Plains Construction Inc  
 P.O. Box 370  
 Mills, WY, 82644

**Delivery Address**  
 High Plains Construction Inc  
 P.O. Box 370  
 Mills, WY, 82644



Special Instructions	Notes

Line	Description	Qty/Footage	Price	Per	Total
1	777919 - 1980-830 SPRAY,GRAY PRMR  <i>change order garage door</i>	1 ea	4.49	ea	4.49

Goods received in good condition

Print name

Signature

*[Handwritten Signature]*

<b>Total Amount</b>	\$4.49
<b>Sales Tax</b>	\$0.22
<b>Invoice Total</b>	\$4.71

**Thank you for your business!**

**The invoice is due on 02/10/2021.**

If ACCOUNT BALANCES are not paid in full within 30 days from date of your statement, A FINANCE CHARGE will be assessed. FINANCE CHARGE is computed by using a periodic rate of 1.5% per month, which is an ANNUAL PERCENTAGE RATE of 18% applied to your ACCOUNT BALANCE. A minimum monthly FINANCE CHARGE of \$0.50 will be charged for all unpaid balances of \$35.00 or less. -NOTICE TO OWNER. If you pay the contractor for work or equipment, material or supplies delivered without having received from the contractor a waiver of lien by all subcontractors, or evidence of payment, a lien may be filed against your property by a subcontractor and/or material supplier. In the event the Buyer's obligations arising under this invoice are enforced through a collection agency or attorneys with or without suit or any other proceeding, buyer agrees to pay all collection costs or reasonable attorney fees on the account balance due plus court costs. Spoofed Order Returns are subject to a 25% restocking fee.

**NORTHWEST CONTRACTORS SUPPLY**

664 CIRCLE DRIVE  
 CASPER, WY 82601  
 PHONE 307-472-5421  
 WATTS 800-573-2741  
 FAX 307-577-7773

**INVOICE**

ALWAYS REFER TO  
 THIS INVOICE NO.

PAGE NUMBER 1	INVOICE NO. 1531837
37656 CUSTOMER ACCOUNT NO.	01/04/21 INVOICE DATE

**SOLD TO:** HIGH PLAINS CONSTRUCTION  
 PO BOX 370

**SHIP TO:** HIGH PLAINS CONSTRUCTION  
 PO BOX 370

MILLS, WY 82644

MILLS, WY. 82644

DATE SHIPPED 01/04/21	SALESPERSON CHSI	JOB NAME 20820	PURCHASE ORDER NO.	SHIP VIA CUSTOMER PIC	TERMS NET 30
--------------------------	---------------------	-------------------	--------------------	--------------------------	-----------------

ITEM NO	QUANTITY ORDERED	QUAN. B.O.	QUANTITY SHIPPED	DESCRIPTION	UNIT PRICE	DISC	EXTENDED PRICE
1	8	0	8	4493180 7450SD1 7/8 X 6 WEDGE ANCHOR  PICKED UP BY: RON	7.60	**	60.80

*Ron*  
 1-6-21  
*RKH*

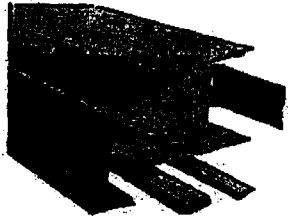
"ITEMS ORDERED BUT NOT SHIPPED  
 HAVE BEEN CANCELLED AND WILL  
 NOT BE SHIPPED UNLESS ENTERED  
 IN COLUMN HEADED 'B.O.' ITEMS  
 ENTERED IN 'B.O.' COLUMN WILL BE  
 SHIPPED UPON RECEIPT."

FREIGHT CHARGE TO FOLLOW ON INVOICE#

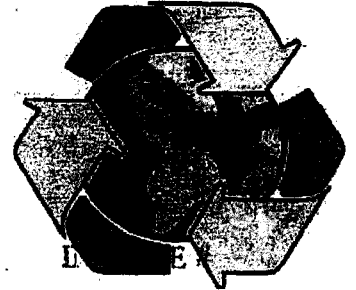
PAST DUE ACCOUNTS SUBJECT TO  
 TIME PAY DIFFERENTIAL OF 1.5% PER MONTH  
 WHEN YOU PROVIDE A CHECK AS PAYMENT, YOU AUTHORIZE US EITHER  
 TO USE INFORMATION FROM YOUR CHECK TO MAKE A ONE TIME  
 ELECTRONIC FUND TRANSFER FROM YOUR ACCOUNT OR TO PROCESS  
 THE PAYMENT AS A CHECK TRANSACTION.  
 FOR INQUIRIES PLEASE CALL: (307) 472-5421

SALE AMOUNT	60.80
MISC. CHARGES	0.00
SALES TAX	3.04
FREIGHT	
<b>TOTAL</b>	<b>63.84</b>

# Wyoming Steel & Recycling Iron & Metals, Inc.



P.O. Box 159  
 Mills, WY 82644  
 E-Mail: recycling@wysteel.com  
 Ph. 307-237-6615 Fax 307-237-6650



<b>BILL TO</b>	<b>SHIP TO</b>	<b>DATE</b>	<b>INVOICE #</b>
High Plains Construction, Inc. P.O. Box 370 Mills, WY 82644e	High Plains Construction, Inc. 6684 Uranium Rd. Casper, WY 82604	12/22/2020	165301

<b>P.O. NO.</b>	<b>SHIP VIA</b>	<b>REP</b>	<b>SHIP DATE</b>	<b>TERMS</b>	<b>FOB</b>	<b>MTR</b>
	Will Call	ABV	12/22/2020	Net 30		

ITEM CODE	DESCRIPTION	QTY	PRICE	WEIGHT	AMOUNT
FB14520	1/4"x5"x20' HR Flat Bar (85.08 lbs) CUT 13'	1	47.60		47.60

*Change Order  
 Xtra metal bar  
 garage door  
 282-20*

*282-20*

Orders called in for delivery by 10:00 AM will be delivered the same afternoon.  
 Orders called in by 3:00 PM will be delivered the following morning.

We are pleased to announce we are accepting Visa, MasterCard, and Discover.

20% restocking charge will be assessed on returned items which must be accompanied by this Invoice.  
 NO RETURNS OR EXCHANGES ON CUT MATERIALS.

\$47.60

**Terms and Conditions**

It is mutually agreed that any service or product provided hereby shall be subject to all the terms and conditions herein contained including the terms and conditions on the back hereof.

Accepted by *[Signature]*  
 Customer

**Total** \$49.98





**P.O. BOX 370  
MILLS, WY 82644**

# Invoice

Date	Invoice #
12/14/2020	282-Asphalt

Phone # **307-265-2244**  
Fax # **307-235-4917**

<b>Bill To</b>
<b>City of Casper 200 N. David Casper, WY. 82601</b>

<b>CY Booster Station Install Roto Mill</b>
---

Terms	Net 30
-------	--------

Description	Rate	Qty	Amount
<b>544J and Dan Sterner</b>	<b>95.00</b>	<b>3.5</b>	<b>332.50</b>
<b>770 and Russ Bolte</b>	<b>110.00</b>	<b>8</b>	<b>880.00</b>
<b>Bomag Roller and Dan Sterner</b>	<b>80.00</b>	<b>2</b>	<b>160.00</b>
<b>Case Roller and Dan Sterner</b>	<b>80.00</b>	<b>3.5</b>	<b>280.00</b>

<b>Subtotal</b>	<b>\$1,652.50</b>
<b>Sales Tax (5.0%)</b>	<b>\$0.00</b>
<b>Payments/Credits</b>	<b>\$0.00</b>
<b>Total</b>	<b>\$1,652.50</b>

# HIGH PLAINS CONSTRUCTION INC.

P.O. Box 370 • Mills, Wyoming 82644 • 307/265-2244 • FAX 307/235-4917

## CHANGE ORDER REQUEST

December 14, 2020

CEPI  
6080 Enterprise Drive  
Casper, WY 82609

Attention: Alan Corey and Nick Larsen

RE: CY Booster Station Replacement Project

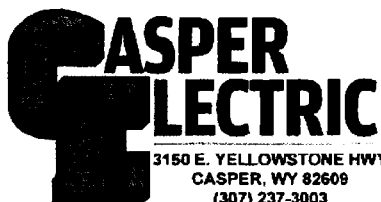
High Plains Construction, Inc. is requesting a Change Order for the CY Booster Station Replacement Project for the City of Casper for:

Provide and installation (4) 86036P Visors for the Type C light fixtures:

**\$706.20**

  
\_\_\_\_\_  
Richard L. Moore, President

12-14-20  
Date



3150 E. YELLOWSTONE HWY  
CASPER, WY 82609  
(307) 237-3003  
CASPERELECTRIC.BIZ

# PROPOSAL



PROPOSAL 18969

PROPOSAL SUBMITTED TO: HIGH PLAINS CONSTRUCTION	JOB NAME 4 FIXTURES	DATE 12/14/2020
ADDRESS PO BOX 370	JOB LOCATION CY BOOSTER STATION	
MILLS, WY 82644	JOB # / PO# VERBAL	DATE OF PLANS
PHONE #	FAX #	CONTACT:

CASPER ELECTRIC WILL PROVIDE AND INSTALL (4) 86036P VISORS FOR THE TYPE C LIGHT FIXTURES.

OUR PRICE TO DO THE ABOVE JOB WILL BE .....\$642.00

THIS PRICE INCLUDES ALL TAXES AND ELECTRICAL PERMITS.  
THIS PRICE DOES NOT INCLUDE ANY POWER COMPANY CHARGES OR FEES.

DUE TO FREQUENT FLUCTUATIONS IN THE PRICING OF CONDUIT, WIRE AND OTHER MATERIALS, THIS PRICE MAY NEED TO BE ADJUSTED TO COMPENSATE FOR ANY INCREASES THAT MAY OCCUR DURING THE COMPLETION OF THIS JOB.

WE PROPOSE HEREBY TO FURNISH MATERIAL AND LABOR - IN ACCORDANCE WITH THE ABOVE SPECIFICATIONS FOR THE SUM OF:  
SIX HUNDRED FORTY TWO DOLLARS AND 00/100 \$642.00

**PAYMENT TO BE MADE AS FOLLOWS: DUE UPON COMPLETION**

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Worker's Compensation Insurance.

Respectfully submitted

*[Signature]*  
BEN W. HANSULD

Note - This proposal may be withdrawn by us if not accepted within 30 days.

### ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted.  
You are authorized to do the work as specified. Payment will be made as outlined above.

Signature \_\_\_\_\_

Date of Acceptance \_\_\_\_\_

Signature \_\_\_\_\_

RESOLUTION NO. 21-20

A RESOLUTION AUTHORIZING CHANGE ORDER NO. 3 TO THE AGREEMENT WITH HIGH PLAINS CONSTRUCTION, INC., FOR THE CY BOOSTER STATION REPLACEMENT, PROJECT NO. 16-024.

WHEREAS, High Plains Construction, Inc. is currently under contract with the City for the CY Booster Station Replacement, Project No. 16-024; and,

WHEREAS, the City of Casper desires the approval of additional work related to Change Order No. 3 (CO3) in the amount of Twenty-Eight Thousand Four Hundred Six and 65/100 Dollars (\$28,406.65); and,

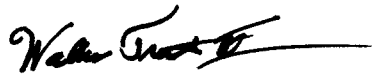
WHEREAS, High Plains Construction, Inc., is able and willing to provide those services specified as CO3 to the CY Booster Station Replacement, Project No. 16-024.

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 CO3 to the agreement between the City of Casper and High Plains Construction, Inc., for performing additional work related to the CY Booster Station Replacement, Project No. 16-024, for a price increase in the amount of Twenty-Eight Thousand Four Hundred Six and 65/100 Dollars (\$28,406.65).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments throughout the project, retaining those amounts prescribed by the agreement, for a total revised contract amount of Two Million One Hundred Thirty-Three Thousand One Hundred Sixty-Two and 65/100 Dollars (\$2,133,162.65).

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

CO3 High Plains Construction, Inc.  
CY Booster Station Replacement  
Project No. 16-024

February 2, 2021

MEMO TO: J. Carter Napier City Manager 

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

SUBJECT: Authorizing a Contract for Professional Services with WLC Engineering & Surveying, in the amount of \$63,500, for the Industrial Avenue Drainage and Street Improvements, Project No. 19-068.

Meeting Type & Date:

Regular Council Meeting  
March 2, 2021

Recommendation:

That Council, by resolution, authorize a contract for professional services with WLC Engineering & Surveying in the amount of \$63,500, for the Industrial Avenue Drainage and Street Improvements, Project No. 19-068.

Summary:

The Industrial Avenue Drainage and Street Improvements project includes reconstruction of the street section from Spruce Street to David Street with the addition of curbs, sidewalks and ADA accessible ramps as space allows. The storm sewer system will be upgraded with new catch basins and upsizing of the undersized storm sewer main. One section of failing sanitary sewer main and a manhole will also be replaced as part of the project.

WLC was under contract from February 2020 until recently for the design of the project. At the request of the City of Casper Engineering Division, WLC provided a proposed scope of work and fee proposal for construction administration services. Staff has reviewed the proposal and recommends approval in order to proceed with the first phase of construction from Spruce Street to Elm Street during the summer of 2021. WLC's fee for construction administration services is \$63,500.

The construction administration services for the project include meetings, review of shop drawings, review and recommendation of payments and change orders, construction inspections, materials testing, surveying, and as-built record drawings.

Financial Considerations:

Funding will be from Optional 1%#16 Sales Tax funds made available for Streets.

WLC Engineering & Surveying  
Industrial Avenue Drainage & Street Improvements  
Project No. 19-068

Oversight/Project Responsibility:  
Scott R. Baxter, Associate Engineer

Attachments:  
Resolution  
Agreement

## CONTRACT FOR PROFESSIONAL SERVICES

### PART I - AGREEMENT

This Contract for Professional Services (“Contract”) is entered into on this 2<sup>nd</sup> day of March, 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. WLC Engineering & Surveying, 200 Pronghorn, Casper, Wyoming 82601 (“Consultant”).

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

### RECITALS

- A. The City is undertaking a project to construct storm sewer and street improvements to Industrial Avenue.
- B. The project requires professional services for the construction administration.
- C. The Consultant represents that it is ready, willing, and able to provide the professional services to City as required by this Contract.
- D. The City desires to retain the Consultant for such services.

**NOW, THEREFORE**, in consideration of the covenants and conditions set forth herein to be performed, the parties agree as follows:

1. SCOPE OF SERVICES:

The Consultant shall perform the following services in connection with and respecting the project as provided in Exhibit “A”, Page 1 of 5 through Page 5 of 5, which are attached hereto and made a part of this Contract.

2. TIME OF PERFORMANCE:

The services of the Consultant shall be undertaken and completed on or before the 20<sup>th</sup> day of August 2022.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Consultant shall be compensated for services performed in accordance with paragraph 1, not to exceed Sixty-Three Thousand Five Hundred Dollars (\$63,500).

4. METHOD OF PAYMENT:

Payment will be made following completion of the terms set forth herein and receipt of an itemized invoice, certified under penalty of perjury, from the Consultant for services rendered in conformance with the Contract, and following approval by the Casper City Council. The invoice for payment must specify the correct amount due; that the Consultant has performed the services rendered under this Contract, in conformance with the Contract, and that it is entitled to receive the amount requested under the terms of the Contract.

If amounts owed by the Consultant to the City for any goods, services, licenses, permits or any other items or purpose remain unpaid beyond the City's general credit policy, those amounts may be deducted from the payment being made by the City to the Consultant pursuant to this Contract.

5. TERMS AND CONDITIONS:

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

6. EXTENT OF CONTRACT:

This Contract represents the entire and integrated Agreement between the City and the Consultant, and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended only by written instrument signed by both the City's and the Consultant's authorized representatives.

The City and the Consultant each individually represent that they have the requisite authority to execute this Contract and perform the services described in this Contract.

*(this space intentionally left blank)*



**IN WITNESS WHEREOF**, the undersigned duly authorized representatives of the parties have executed this Contract as of the day and year above.

APPROVED AS TO FORM

Wallace Tremel

ATTEST

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

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

WITNESS

CONSULTANT  
WLC Engineering & Surveying  
By: Jason L. Meyers

By: Scott Baxten

Printed Name: JASON L. MEYERS

Printed Name: Scott Baxten

Title: VICE PRESIDENT

Title: Associate Engineer

## **CONTRACT FOR PROFESSIONAL SERVICES**

### **PART II - GENERAL TERMS AND CONDITIONS**

#### **1. TERMINATION OF CONTRACT:**

1.1 The City may terminate this Contract anytime by providing thirty (30) days written notice to Consultant of intent to terminate said Contract. In such event, all finished or unfinished documents, data, studies and reports prepared by the Consultant under this Contract shall, at the option of the City, become its property, and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

1.2 Notwithstanding the above, the Consultant shall not be relieved of liability to the City for damages sustained by the City, by virtue of termination of the Contract by Consultant, or any breach of the Contract by the Consultant, and the City may withhold any payments to the Consultant for the purpose of setoff until such time as the exact amount of damages due the City from the Consultant are determined.

#### **2. CHANGES:**

The City may, from time to time, request changes in the scope of the services of the Contract. Such changes, including any increase or decrease in the amount of the Consultant's compensation, which are mutually agreed upon between the City and the Consultant, shall be incorporated in written amendments to this Contract. There shall be no increase in the amount of Consultant's compensation unless approved by Resolution adopted by City.

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

The Consultant shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the City: provided, however, that claims for money due or to become due the Consultant from the City under this Contract may be assigned to a bank, trust company, or other financial institution, or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer shall be furnished to the City within five (5) business days of any assignment or transfer.

#### **4. AUDIT:**

The City or any of its duly authorized representatives shall have access to any books, documents, papers, and records of the Consultant which are directly pertinent to the Contract for the purpose of making audit, examination, excerpts, and transactions.

5. EQUAL EMPLOYMENT OPPORTUNITY:

In carrying out the program, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. The Consultant shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, or disability. Such action shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant shall post in conspicuous places, available to employees and applicants for employment, notices required by the government setting forth the provisions of this nondiscrimination clause. The Consultant shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or disability.

6. OWNER OF PROJECT MATERIALS:

All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, and reports prepared by the Consultant under this Contract shall be considered the property of the City, and upon completion of the services to be performed, they will be turned over to the City provided that, in any case, the Consultant may, at no additional expense to the City, make and retain such additional copies thereof as Consultant desires for its own use; and provided further, that in no event may any of the documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, or other reports retained by the Consultant be released to any person, agency, corporation, or organization without the written consent of the City.

7. FINDINGS CONFIDENTIAL:

All reports, information, data, etc., given to or prepared, or assembled by the Consultant under this Contract are confidential and shall not be made available to any individual or organization by the Consultant without the prior written consent of the City.

8. GOVERNING LAW AND VENUE:

This Contract shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Contract and the parties. The venue shall be the Seventh Judicial District, Natrona County, Wyoming. The Consultant shall also comply with all applicable laws, ordinances, and codes of the local, state, or federal governments and shall not trespass on any public or private property in performing any of the work embraced by this Contract.

9. PERSONNEL:

The Consultant represents that it has, or will secure, all personnel required in performing the services under this Contract. Such personnel shall not be employees of the City. All of the services required shall be performed by the Consultant, or under its supervision, and all personnel engaged in the work shall be fully qualified. All personnel employed by Consultant shall be employed in conformity with applicable local, state or federal laws.

10. SUBCONSULTANT:

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

11. INSURANCE AND INDEMNIFICATION:

A. **Prior to** the commencement of work, Consultant shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its Subconsultants, agents, representatives, or employees.

B. *Minimum Scope and limit of Insurance.*

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than the sum of Two Hundred Fifty Thousand Dollars (\$250,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Five Hundred Thousand Dollars (\$500,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit). The CGL policy shall be endorsed to contain Employers Liability/Stop Gap Coverage
2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than Five Hundred Thousand (\$500,000) per accident for bodily injury and property damage.
3. Workers' Compensation: as required by the State of Wyoming with Statutory Limits.

4. Professional Liability (Errors and Omissions) Insurance appropriate to the Consultant's profession, with limit no less than the sum of Two Million Dollars (\$2,000,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Two Million Dollars (\$2,000,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location.

C. *Higher Limits.* If the Consultant maintains broader coverage and/or higher limits than required under this Agreement, then the City shall be entitled to the broader coverage and/or the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

D. *Other Insurance Provisions*

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. *Additional Insured Status*

The City, its officers, elected and appointed officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38 and CG 20 37 forms if later revisions used).

2. *Primary Coverage*

For any claims related to this Contract, the Consultant's insurance coverage shall be primary and non-contributory insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the Consultant as respects the City, its officers, elected and appointed officials, employees, agents and volunteers.

3. *Notice of Cancellation*

Each insurance policy required above shall state that coverage shall not be canceled, materially changed, or reduced, except with notice to the City. Such notice to the City shall be provided in a commercially reasonable time.

4. *Waiver of Subrogation*

Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies

regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

5. *Deductibles and Self-Insured Retentions*

Consultant has two options regarding deductibles and self-insured retentions:

- a. Option 1: Any deductibles or self-insured retentions must be declared to and approved by the City. Unless otherwise approved by the City in writing, any deductible may not exceed Ten Thousand Dollars (\$10,000). Unless otherwise approved in writing by the City, self-insured retentions may not exceed Ten Thousand Dollars (\$10,000), and the City may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
- b. Option 2: Consultant shall carry insurance with terms that require its insurance company to pay the full value of a covered claim from the first dollar of coverage, even if the Consultant is unable to pay any deductible or self-insured retention amount(s) required by the insurance policy. Consultant shall provide a written endorsement from its insurance carrier that such insurance coverage is in place, and shall keep such coverage in place during the term of this Contract and any subsequent time period required for claims made policies.

6. *Acceptability of Insurers*

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise agreed to in writing by the City.

7. *Claims Made Policies*

If any of the required policies provide coverage on a claims-made basis:

- a. The Retroactive Date must be shown and must be before the date of the Contract or the beginning of Contract work.
- b. Insurance must be maintained and evidence of insurance must be provided *for at least five (5) years after completion of the contract of work*. However, Consultant's liabilities under this Contract shall not be deemed limited in any way by the insurance coverage required.
- c. If coverage is canceled or non-renewed, and not *replaced with another claims-made policy form with a Retroactive Date* prior to the Contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of *five (5) years after completion of contract work* and at all times thereafter until the applicable statute of limitations runs.

8. *Verification of Coverage*

Consultant shall furnish the City with original certificates of insurance including all required amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to the City before work begins. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

9. *Subconsultants*

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

10. *Special Risks or Circumstances*

City reserves the right to reasonably modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

E. Consultant agrees to indemnify the City, the City's employees, elected officials, appointed officials, agents, and volunteers, and all additional insured and hold them harmless from all liability for damages to property or injury to or death to persons, including all reasonable costs, expenses, and attorney's fees incurred related thereto, to the extent arising from negligence, fault or willful and wanton conduct of the Consultant and any Subconsultant thereof.

12. INTENT:

Consultant represents that it has read and agrees to the terms of this Contract and further agrees that it is the intent of the parties that Consultant shall perform all of the services for the compensation set forth in this Contract. Consultant also agrees that it is the specific intent of the parties, and a material condition of this Contract, that it shall not be entitled to compensation for other services rendered unless specifically authorized by the City by Resolution of its governing body. Consultant agrees that it has carefully examined the Scope of Services, and that the compensation is adequate for performance of this Contract.

13. WYOMING GOVERNMENTAL CLAIMS ACT:

The City does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 et seq., and the City specifically reserves the right to assert any and all rights, immunities, and defenses it may have pursuant to the Wyoming Governmental Claims Act.

14. NO THIRD PARTY BENEFICIARY RIGHTS:

The parties to this Contract do not intend to create in any other individual or entity the status of third-party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties and obligations contained in this Contract shall operate only between the parties to this Contract, and shall inure solely to the benefit of the parties to this Contract. The parties to this Contract intend and expressly agree that only parties signatory to this Contract shall have any legal or equitable right to seek to enforce this Contract, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Contract, or to bring an action for the breach of this Contract.

15. FORCE MAJEURE:

Neither party shall be liable for failure to perform under this Contract if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, pandemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.





CASPER  
200 PRONGHORN  
CASPER, WY 82601  
P: 307-266-2524

January 20, 2021

Mr. Scott Baxter, PE  
City of Casper, Engineering Department  
*Submitted via email*

***RE: Industrial Avenue Drainage and Surfacing Improvements, Spruce to Elm, Construction Services Proposal***

Mr. Baxter:

Per your request, we have prepared this proposal to provide Construction Services for the Industrial Avenue Drainage and Surfacing Improvements, Spruce to Elm. The following scope of work is based upon the Contract Documents dated January 14, 2021. The following is our proposed scope of work.

**Construction Services**

For the purposes of this proposal, we are estimating that construction will take **60 working days**.  
**Contract Administration - \$13,900**

- Host preconstruction meeting and prepare and distribute meeting notes.
- Project Engineer to intermittently visit site and monitor work to assure compliance with Contract Documents.
- Coordinate with contractor and the City of Casper to execute the Resident Communication Plan.
- Review material certifications and shop drawings for compliance with the specifications.
- Review all material testing results for compliance with the specifications. This includes contractor provided testing.
- Site visits by Project Engineer to assess construction progress and maintain presence on project.
- Coordinate and communicate between the Contractor and City of Casper representatives.
- Process applications for payment.
- Evaluate and make recommendations for change order requests, including processing of change orders.
- Quantity verification.
- Attend weekly progress meetings.
- Compilation of all meeting notes for distribution.
- Conduct and coordinate substantial and final walk-through meetings.
- Conduct warranty period walk-through meeting near the end of warranty period.

**Construction Observation - \$25,100**

We anticipate the Construction Observer to be onsite an average of 4 hours per day for 60 working days.

- Daily visit by WLC representative during construction.

Mr. Scott Baxter, PE

January 20, 2021

Page 2 of 3

- Detailed daily diaries by field representatives.
- WLC representative on project as required by City of Casper for utility and surfacing installation.
- Observe and record results of water pressure and bacteria testing, and sanitary sewer pressure and mandrel testing.
- Detailed daily diaries by field representatives.

#### Material Testing - \$5,200

The Construction Observer assigned to the project will perform material testing while onsite. The fees for this scope of work are for laboratory tests and reimbursable expenses.

- Prepare three subgrade proctor values.
- Provide subgrade density testing.
- Provide storm sewer trench density testing.
- Provide concrete field testing including air entrainment, slump, and temperature.
- Provide concrete compressive strength testing at 7 and 28 days. We anticipate casting 45 cylinders for the project.
- Coordinate testing with the Contractor.

*\*WLC will provide materials testing per the City of Casper's requirements only once. If retesting is required due to failing tests, WLC will notify the owner and will invoice additional time for the retests. Since WLC will not have a contract with the Contractor, the owner will be responsible for these additional costs and it will be up to the owner to recover these costs from the contractor if necessary.*

*Per recent modifications to the City of Casper Paving Specifications, the Contractor will be required to perform Quality Control and Quality Assurance testing on the base coarse and asphalt.*

#### Construction Surveying - \$17,800

We anticipate a survey crew, consisting of two people for some staking operations, will be onsite an average of four hours per day for ten days.

- Engineering design staff compiles design information to be staked in the field.
- Provide control for contractor use.
- Provide DTM information for Contractor use, if requested.
- Provide top back of curb staking for curb and gutter replacement.
- Provide staking for valley pan installation.
- Provide storm sewer staking for construction.

*\*WLC will provide staking for each of the above items only once. If stakes are needlessly destroyed, WLC will notify the owner and will invoice additional time to replace the stakes. The owner will be responsible for these additional costs and it will be up to the owner to recover these costs from the contractor if necessary.*

#### Record Drawings - \$1,500

- Compile all as-constructed information.
- Provide information to City of Casper GIS Department, as necessary.
- Provide electronic record drawings to the City of Casper.

**Construction Services Fee: \$63,500**

The Professional Services Fee is presented as a time and material fee based upon the above stated scope of work. WLC will invoice monthly for the time and materials used during that period. If the scope of work or schedule is modified from what is presented in this proposal, WLC will request an amendment to our agreement. The Construction Services Fee is estimated assuming a construction duration of 60 working days. If the actual construction duration is extended beyond 60 working days, WLC will request an amendment to our agreement for additional fees. Please contact me with any questions. The 2021 fee schedule for WLC is attached, dated 1/20/21.

Please contact me with any questions regarding this proposal.

Sincerely,  
WLC Engineering and Surveying



Jason L. Meyers, PE  
Project Manager

Encl.



# 2021 FEE SCHEDULE

**DEDICATED TO CLIENTS.  
DEFINED BY EXCELLENCE.**

Submitted to: City of Casper

Project: Industrial Ave.  
Spruce to Elm

Submitted by: Jason Meyers

Date: 1/20/21

## 2021 MASTER FEE SCHEDULE

EFFECTIVE DATE: January 1, 2021  
LABOR CHARGES

Staff Type	Hourly Rate
Office Assistant	\$61.00
Clerical/Word Processor	\$67.00
Office Technician	\$74.00
Accounting Research Technician	\$80.00
Archivist	\$93.00
Technician I	\$67.00
Technician II	\$77.00
Technician III	\$88.00
Technician IV	\$98.00
Technician V	\$108.00
Engineer I	\$111.00
Engineer II	\$124.00
Engineer III	\$136.00
Engineer IV	\$148.00
Engineer V	\$158.00
Project Manager	\$173.00
Senior Project Manager	\$190.00
Principal	\$215.00

Staff Type	Hourly Rate
Planning Technician	\$101.00
Senior Planner	\$125.00
Drafting Technician I	\$88.00
Drafting Technician II	\$98.00
Drafting Technician III	\$108.00
Drafting Technician IV	\$113.00
Drafting Technician V	\$124.00
GIS Technician I	\$98.00
GIS Technician II	\$108.00
GIS Technician III	\$118.00
Surveying Technician I	\$82.00
Surveying Technician II	\$93.00
Surveying Technician III	\$103.00
Surveying Technician IV	\$118.00
Surveying Technician V	\$136.00
Surveyor (L.S.)	\$160.00
Grantsman	\$155.00
Assistant Grantsman	\$101.00

Equipment/Reimbursable	Fee per Unit
Vehicle	\$78.75 per day
Mileage	\$1.05 per mile
Per Diem	\$13.75 per unit
Meals	Cost + 10%
Lodging, travel, etc.	Cost + 10%
Computer Cad/GIS	\$33.50 per hour
Consultants	Cost + 10%
Subcontractors	Cost + 15%
Filing Fees/Recordings	Cost + 10%
3D Laser Scanner - Drone	\$157.50 per hour

Equipment/Reimbursable	Fee per Unit
Field/Office Materials (Int/ Ext)	Cost + 10%
Prints/Maps/Reproduction (Int/Ext)	Cost + 10%
Insurance (Addl. Insur., Waiver, RR)	Quote
Communications (Internal / External)	Cost + 10%
External Delivery	Cost + 10%
GPS (RTK – Hourly Charge)	\$80.00 per hour
Digital Level	\$24.50 per hour
UTV	\$152.00 per day
Robotic TS/Pathfinder – Hourly Charge	\$76.25 per hour
Total Station with Data Collector	\$30.00 per hour
Field/Office Equipment (External)	Cost + 15%

1. All field charges begin at the time of departure and terminate at the time of return to the point of origin (the home office or place of lodging).
2. Final invoiced amounts may vary from cost opinions because of variations in the time of performance, anticipated site conditions or changes in the scope of services.
3. Work over forty (40) hours per week, on weekends or holidays, or beyond normal working hours, at the client's request or convenience, will be charged at a rate of 1.5 times the above fees.
4. Payment is expected within 30 days after the invoice date.
5. Fees and rates subject to change. Additional (non-current) Governmental taxes, charges and fees will be passed on to the client.
6. Unless otherwise specified in the proposal Client safety requirements will be charged at an additional labor rate of 10%.

**2020 MASTER FEE SCHEDULE**

EFFECTIVE DATE: January 1, 2020

## MATERIAL TESTING RATES

<b>Reimbursable</b>	<b>Fee per Unit</b>	<b>Reimbursable</b>	<b>Fee per Unit</b>
* Standard Proctor Density Curve – A, B, C, D	*\$54.50 per test	* Resistance to Plastic Flow, Plant Mix	*\$265.00 per set of 3
* Modified Proctor Density Curve – A, B, C, D	*\$66.00 per test	* Resistance to Plastic Flow, Lab Mix	*\$363.00 per set of 3
* 1 Check Point Proctor – Method—A, B, C, D	\$18.50 per test	* Theoretical Maximum Specific Gravity Rice Test; Plant Mix	*\$94.00 per set of 3
* Nuclear Moisture Density (hour)	*\$21.00 per hour	* Theoretical Maximum Specific Gravity Rice Test; Lab Mix	*\$190.00 per test
* Nuclear Moisture Density (day)	*\$131.00 per day		
* Field Density Test – Sandcone	See Labor Charges		
Relative Density (Minimum/Maximum)	\$388.50 each	* Bulk Specific Gravity of Compacted Bituminous Mixtures	*\$52.50 per test
* Specific Gravity (Soil)	\$52.75 each		*
* Moisture Test	\$21.00 per test	Extraction of Bituminous Mix (Chemical)	\$241.50 per test
* Atterberg Limit Test	\$88.75 per test	Extraction of Bituminous Mix (Oven)	\$160.75 per test
* Sieve Analysis 1.5 -- #4 Sieve (6 or less)	\$54.00 per test	Immersion Compression Test Plant Mix	\$645.75 per set of 3
* Sieve Analysis #4 – 200 Sieve Incl. Wash (6 or less)	\$83.00 per test	Immersion Compression Test Lab Mix	\$830.00 per set of 3
* #200 Wash	\$41.75 per test	Computation of % Air Voids, Voids in the Mineral Aggregate	Quote
* Additional Sieves	\$41.75 per sieve	Ignition Oven Calibration	\$294.00 per mix change
Hydrometer	\$178.50 each		
* California Bearing Ratio Test (1 Point)	*\$201.00 per test		\$1.00 per test & See Labor Charges
* California Bearing Ratio Test (3 Points)	*\$514.50 per test	* Mix Design – Asphalt	\$1.00 per test & See Labor Charges
Unconfined Compression Test	\$160.50 each	* Mix Design – Verification, Asphalt	\$1.00 per test & See Labor Charges
* Hand Penetrometer Test	*\$13.50 each	* Field Lab	Cost + 10%
Consolidation/Swell Test	\$225.75 per test	* Large Shaker on Site	\$231.00 per day
Permeability Test	\$225.75 per test	* Small Shaker on Site	\$173.00 per day
		* Sample Bags	*\$2.00 each
* Organic Vapor Monitor (hour)	*\$21.25 per hour		
* Organic Vapor Monitor (day)	*\$137.50 per day	* Specific Gravity & Absorption (Coarse)	See Labor Charges
* Water Level Indicator (day)	*\$33.50 per day	* Specific Gravity & Absorption (Fine)	See Labor Charges
* Environmental Sampling Pump (hour)	*\$24.25 per hour	* % Crushed Particles (Fractured Faces)	\$1.00 per test & See Labor Charges
* Environmental Sampling Pump (day)	*\$135.50 per day	* Flat & Elongated Particles	\$1.00 per test & See Labor Charges
* Bailers	*\$14.50 each	* Aggregate Soundness (LA Abrasion)	\$201.00 each
* Asphalt Core Standard 4" Diameter up to 6" depth	*\$41.75 per core	* Sodium/Magnesium Sulfate (SAS) Test	\$445.00 each
* Concrete Core Standard 4" Diameter up to 6" depth	*\$59.75 per core	* SAS Test – Additional Sieves	\$103.50 each
* Asphalt Core – Other Sizes Available	*Quote	Fine Aggregate Angularity	\$230.00each
* Concrete Core – Other Sizes Available	*Quote	* Unit Weight & Voids in Aggregate	*\$53.00 each
* Compressive Strength of Concrete Cores	*\$44.75 each		
* Cylinder Molds	*\$4.00 per mold	* Rock Correction	See Labor Charges
* Cylinder Breaks – Concrete, Mortar, Grout	*\$22.50 each	Sand Equivalent (set of 3)	\$357.00 per set
* Concrete, Mortar, Grout Cubes 2 x 2	*\$30.00 per cube	* Flow Meter Trailer	*\$300.00 per Test
* Epoxy Cubes or 3" x 6" Cylinders	*\$41.50 each		
* Mix Design – Concrete	\$1.00 per test & See Labor Charges	Materials Testing (internal, external or not listed)	Cost + 15%
* Air, Slump Tests, and Unit Weight	See Labor Charges		
* Sample Preparation, Field Sampling And Transportation	See Labor Charges	Soil Resistivity	\$149.00 each

1. Tests are done to applicable ASTM and/or AASHTO and/or ACI standards.
2. \*Labor charges additional to stated rate.

RESOLUTION NO. 21-21

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH WLC ENGINEERING AND SURVEYING FOR CONSTRUCTION ADMINISTRATION SERVICES FOR THE INDUSTRIAL AVENUE DRAINAGE AND STREET IMPROVEMENTS PROJECT.

WHEREAS, the City of Casper desires to secure an engineering firm to provide construction administration services for the Industrial Avenue Drainage and Street Improvements Project; and,


WHEREAS, WLC Engineering and Surveying is able and willing to provide those professional services.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a Contract for Professional Services with WLC Engineering and Surveying, in the amount of Sixty-Three Thousand Five Hundred Dollars (\$63,500) for services more specifically delineated in the contract.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions, using appropriate funds, throughout the project as prescribed by the Contract, for a total amount not to exceed Sixty-Three Thousand Five Hundred Dollars (\$63,500).

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

February 3, 2021

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

FROM: Andrew B. Beamer, P.E., Public Services Director  
Andrew Colling, Engineering Tech

SUBJECT: Authorizing an agreement with Crown Construction, LLC, in the amount of \$196,750, for the Collins Drive Street Mill & Overlay, Project No. 20-041.

**Meeting Type & Date:**

Regular Council Meeting  
February 16, 2021

**Action Type**

Resolution

**Recommendation:**

That Council, by resolution, authorize an agreement with Crown Construction, LLC, in the amount of \$196,750, for the Collins Drive Street Mill & Overlay, Project No. 20-041. Furthermore, it is recommended that Council authorize a construction contingency account, in the amount of \$20,000, for a total project amount of \$216,750.

**Summary:**

On Wednesday, February 3, 2021, eight (8) bids were received for the Collins Drive Mill & Overlay, Project No. 20-041. The bids received for this work are as follows:

<u>CONTRACTOR</u>	<u>BUSINESS LOCATION</u>	<u>BASE BID</u>
<b>Crown Construction</b>	<b>Mills, Wyoming</b>	<b>\$196,750.00</b>
Knife River	Casper, Wyoming	\$220,715.21
Andreen Hunt	Mills, Wyoming	\$226,900.00
Ramshorn Construction	Casper, Wyoming	\$234,565.00
Installation Service Co.	Mills, Wyoming	\$245,107.00
Wayne Coleman Construction	Mills, Wyoming	\$245,307.00
Croell, Inc.	Sundance, Wyoming	\$246,665.00
71 Construction	Casper, Wyoming	\$289,190.29

The engineer's estimate prepared by the City Engineering Office was \$242,025.00, with the low bid received at \$196,750.00. Adding a construction contingency amount of \$20,000.00 will bring the total contract amount to \$216,750.00.

Crown Construction, LLC  
Collins Drive Mill & Overlay  
Project No. 20-041

The project consists of asphalt surface mill and overlay, curb-walk repairs, ADA ramp improvements, and concrete gutter replacements along East Collins Drive between South Wolcott Street and East 2<sup>nd</sup> Street. The completion date for the project is July 2, 2021.

As required by State Statute, in-state bidders receive a five percent (5%) bid preference. As all bids were received from in-state Contractors, no bid preference was granted. A notice was published in the local newspaper once a week for two consecutive weeks as required by State Statute and the project was advertised on the City of Casper's website ([www.casperwy.gov](http://www.casperwy.gov)).

**Financial Considerations:**

Funding for this project will be from the One Cent #16 funds allocated to FY21 Miscellaneous Street Improvements.

**Oversight/Project Responsibility:**

Andrew Colling, Engineering Tech

**Attachments:**

Resolution

Agreement



STANDARD FORM OF  
AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is made between the City of Casper, 200 North David Street, Casper, Wyoming 82601, hereinafter referred to as the "Owner," and with Crown Construction, LLC, PO Box 664, Mills, Wyoming 82644, hereinafter referred to as the "Contractor."

WHEREAS, the City of Casper desires to mill and overlay a portion of East Collins Drive from South Wolcott Street to East 2<sup>nd</sup> Street and,

WHEREAS, Crown Construction, LLC, is able and willing to provide those services specified as the Collins Dr. Mill & Overlay Project No. 20-041.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract Documents for the Collins Dr. Mill & Overlay Project No. 20-041, hereinafter referred to as the "Work."

ARTICLE 2. ENGINEER.

The Project has been designed by the City of Casper, who is hereinafter referred to as the "Engineer" and who is to act as Owner's representative, assume all duties and responsibilities and have the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3. CONTRACT TIME.

- 3.1 The Work will be substantially completed by July 2, 2021, and completed and ready for final payment in accordance with Paragraph 14.13 of the General Conditions by July 16, 2021.
- 3.2 **Liquidated Damages.** Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not substantially completed by the time specified in Paragraph 3.1 above, plus any extension thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not substantially completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner One Thousand Dollars (\$1,000) for each day that expires after the time specified in Paragraph 3.1 for substantial completion. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by Owner, Contractor shall pay Owner Five Hundred Dollars (\$500.00) for each day that expires after the time specified in

paragraph 3.1 for completion and readiness for final payment. It is further agreed that such liquidated damages are not a penalty, but represent the parties' best estimate of actual damages.

#### ARTICLE 4. CONTRACT PRICE.

Owner shall pay Contractor in current funds for performance of the Work in accordance with the Contract Documents, subject to additions and deductions by Change Order, the contract price of One Hundred Ninety-Six Thousand Seven Hundred Fifty and 00/100 Dollars (\$196,750.00), subject to additions and deductions by Change Order approved by the Owner. The contract fee shall be based on materials actually furnished and installed and services actually provided based on the unit prices contained in the Bid Form and Itemized Bid Schedule, included as Exhibit "A" (pages BF-1 through BF-4, Bid Form and BS-1, Bid Schedule) and by this reference made a part of this Agreement.

#### ARTICLE 5. PAYMENT PROCEDURES.

Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed through the Engineer as provided in the General Conditions.

- 5.1 Progress Payments. Contractor's Applications for Payment, as recommended by Engineer, shall be submitted to City Engineering Staff on or before the 25th day of each month during construction, and Owner shall mail progress payments in the following month one day after the second monthly meeting of the Casper City Council. Progress payments shall be structured as provided below. All progress payments will be on the basis of the progress of the Work measured by the Schedule of Values provided for in Paragraph 14.1 of the General Conditions, subject to the cutoff and submittal dates provided in the General Provisions.
  - 5.1.1 Progress payment will be made in an amount equal to ninety-five percent (95%) of the Work completed. Owner shall withhold five percent (5%) of the work completed as retainage, said retainage to be paid in accordance with the provisions of Paragraph 5.3, Final Payment.
  - 5.1.2 Should amounts owed by the Contractor to the City for any goods, services, licenses, permits or any other item or purpose remain unpaid beyond the City's general credit policy, those amounts may be deducted from the payment being made by the City to the Contractor pursuant to this agreement.
- 5.2 OWNER may withhold progress payments if CONTRACTOR fails to submit an updated progress schedule with the application for payment as detailed in Section 01310 Progress Schedules.
- 5.3 Final Payment. Upon final completion and acceptance of the Work in accordance with Paragraph 14.13 of the General Conditions, Engineer shall recommend payment and present

Contractor's Final Application for Payment to the City. Pursuant to Wyoming State Statutes, final payment cannot be made until forty-one (41) days after publication of the first Notice of Completion.

#### ARTICLE 6. WITHHELD FUNDS.

Pursuant to Wyoming Statutes Section 16-6-701 et seq., withheld percentages for Contracts exceeding \$50,000.00 will be retained in an account in the name of the Contractor (except when specifically waived in writing by Contractor) which has been assigned to the Owner until the Contract is completely, satisfactorily, and finally accepted by the Owner. Unless a depository is designated by the Contractor in a written attachment hereto, the Contractor's signature hereon shall act as authority for the Owner to designate a retainage depository on behalf of the Contractor, for the purposes specified in Wyoming Statutes Section 16-6-704. The Contractor's signature hereon shall act as an assignment of the depository account to the Owner, as provided by Wyoming Statutes Section 16-6-701 et seq., whether the depository is designated by the Contractor or by the Owner.

#### ARTICLE 7. CONTRACTOR'S REPRESENTATIONS.

In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

- 7.1 Contractor has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state, and local Laws and Regulations that in any manner may affect cost, progress, or performance of the Work.
- 7.2 Contractor has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress, or performance of the work which were relied upon by Engineer in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.
- 7.3 Contractor has made or caused to be made examinations, investigations, and tests and studies as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports, or similar data are or will be required by Contractor for such purposes.
- 7.4 Contractor has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the terms and conditions of the Contract Documents.
- 7.5 Contractor has given Engineer written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor.

## ARTICLE 8. CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire agreement between Owner and Contractor are attached to this Agreement, made a part hereof and consist of the following:

- 8.1 This Agreement (Pages SFA-1 to SFA-5, inclusive).
- 8.2 Joint Account Agreement or Letter of Forfeiture waiving same.
- 8.3 Exhibit "A" - Bid Form (Pages BF-1 through BF-4) and Bid Schedule (BS-1).
- 8.4 Addenda No. (0).
- 8.5 Performance and Payment Bonds.
- 8.6 Certificates of Insurance, of Workers' Compensation Coverage, and of Unemployment Insurance Coverage.
- 8.7 General Conditions (Pages 00700-1 to 00700-42, inclusive).
- 8.8 Supplementary Conditions (Pages SC-1 to SC-16, inclusive).
- 8.9 General Requirements, consisting of seven (7) sections.
- 8.10 Special Provisions consisting of five (5) sections.
- 8.11 Notice of Award.
- 8.12 Notice to Proceed.
- 8.13 Minutes of the Pre-Bid Conference, if any.
- 8.14 Contract Drawings, with each sheet bearing the following general title:

**Collins Dr. Street Mill & Overlay Project No. 20-041**
- 8.15 Shop Drawings and other Submittals furnished by Contractor during performance of the Work and accepted by the Owner.
- 8.16 Any modifications, amendments, and supplements, including Change Orders, issued pursuant to Paragraphs 3.04 and 3.05 of the General Conditions, on or after the effective date of this Agreement.
- 8.17 Notice of Substantial Completion.

ARTICLE 9. GOVERNMENTAL CLAIMS ACT

The City does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 et seq. The City specifically reserves the right to assert any and all immunities, rights, and defenses it may have pursuant to the Wyoming Governmental Claims Act.

ARTICLE 10. MISCELLANEOUS PROVISIONS.

Terms used in this Agreement, which are defined in the General Conditions, shall have the meanings designated in those conditions.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in one (1) original copy on the day and year below written.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

APPROVED AS TO FORM:

Wallow Tremel

CONTRACTOR:

Crown Construction, LLC

ATTEST:

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

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

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

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

OWNER:

CITY OF CASPER, WYOMING

A Municipal Corporation

ATTEST:

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

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

Fleur Tremel

Steven K. Freel

Title: City Clerk

Title: Mayor



indirectly induced or solicited any other Bidder to submit a false or sham Bid. Bidder has not solicited or induced any person, firm, or a corporation to refrain from bidding. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or against the City.

5. Bidder is bidding all schedules, alternates, if any, and will complete the Work for unit price(s) stated on the attached bid schedule based on materials actually furnished and installed and services actually provided. The Bid is summarized below on the basis of estimated quantities:

TOTAL BASE BID, IN NUMERALS: \$ 196,750.00

TOTAL BASE BID, IN WORDS: One hundred ninety six thousand seven hundred fifty DOLLARS.

6. Bidder agrees that the work for the City will be as provided above.
7. Bidder accepts the provisions of the Bidding Documents as to liquidated damages in the event of failure to complete the work on time, unless otherwise stated as provided below. Bidder agrees that such liquidated damages are not a penalty and that the amount provided is as close an estimate as possible to actual damages. Any exceptions or objections to this provision are stated in writing and attached hereto by Bidder.
8. The following documents are attached to and made a condition of this Bid:
- A. Required Bid Guaranty in the form of a Bid Bond. (Unless otherwise provided by the City.)
  - B. Itemized Bid Schedule.
  - C. State of Wyoming Certificate of Residency Status, in conformance with the Instructions to Bidders.

9. Communications concerning this Bid shall be addressed to:

Address of Bidder: Crown Construction  
P.O. Box 1664  
Mills, WY 82644

10. The terms used in this Bid are defined in and have the meanings assigned to them in the General Conditions, except as provided in the Supplementary Conditions and Bidding Documents.

Submitted on Feb. 3, 2021.

Bidder is bidding as a Resident (Insert Resident or Non-Resident)

IF BIDDER IS:

AN INDIVIDUAL

By: \_\_\_\_\_ (seal)  
(Individual's Name)

doing business as: \_\_\_\_\_

Business Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone Number: \_\_\_\_\_

A PARTNERSHIP

By: \_\_\_\_\_ (seal)  
(Firm's Name)

\_\_\_\_\_  
(General Partner)

Business Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone Number: \_\_\_\_\_

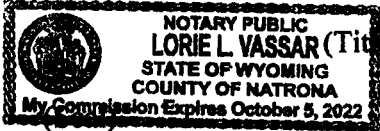


A CORPORATION OR LIMITED LIABILITY COMPANY

By: Crown Construction (seal)  
(Corporation's or Limited Liability Company's Name)

Wyoming  
(State of Incorporation or Organization)

By: [Signature] Kevin Cummings owner (seal)



Notary Public

Attest: Lorie L. Vassar

Business Address: PO Box 664  
Mills WY 82644

Phone Number: \_\_\_\_\_

A JOINT VENTURE

By: \_\_\_\_\_ (seal)  
(Name)

\_\_\_\_\_  
(Address)

By: \_\_\_\_\_ (seal)  
(Name)

\_\_\_\_\_  
(Address)

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

**BID SCHEDULE - CONTRACTOR**  
**Collins Drive Mill and Overlay**  
**S. Wolcott to E. 2nd**  
**Project No. 20-041**

Bid Date: February 3, 2021

COMPANY NAME: CROWN CONSTRUCTION, LLC

ADDRESS: PO BOX 644, MILLS, WYOMING 82644

Contractor shall furnish and install items as shown on the Drawings or called for in the Specifications. All costs not included in the schedule that are necessary to provide a complete, functional project as depicted in the Drawings and Specifications are to be considered incidental and merged with costs of other related bid items.

LS = Lump Sum  
 SY = Square Yard

R&R = Remove and Replace  
 FA = Force Account

LF = Linear Feet  
 CY = Cubic Yard

F&I = Furnish and Install  
 EA = Each

ITEM		BASE BID SCHEDULE			
NO.	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
1	Mobilization	LS	1	\$6,500.00	\$ 6,500.00
2	F&I Temporary Traffic Control	LS	1	\$7,500.00	\$ 7,500.00
3	Remove Asphalt Surfacing by Cold Milling	SY	7,200	\$2.50	\$ 18,000.00
4	F&I 2" Asphalt Overlay (PG 64-28)	TON	900	\$90.00	\$ 81,000.00
5	F&I Asphalt Leveling Course	TON	200	\$90.00	\$ 18,000.00
6	R&R Asphalt Section as Patch (4"/8")	SY	500	\$55.00	\$ 27,500.00
7	Sub-Excavate & Install Foundation Material	CY	50	\$1.00	\$ 50.00
8	Adjust Manhole Top & Install 5' x 5' Concrete Diamond with New Lid	EA	11	\$800.00	\$ 8,800.00
9	Adjust Valve Box Top & Install 33" x 33" Concrete Diamond with New Lid	EA	9	\$250.00	\$ 2,250.00
10	R&R Concrete Curbwalk with Type II or III ADA Ramp	SF	1,200	\$8.00	\$ 9,600.00
11	F&I 2'x4' Truncated Dome Mat Embedded in Concrete Ramp	EA	8	\$150.00	\$ 1,200.00
12	R&R Concrete Curb and Gutter (30" Wide, Type B)	LF	25	\$60.00	\$ 1,500.00
13	F&I Inlaid 2' x 8' Crosswalk Bars	EA	24	\$465.00	\$ 11,160.00
14	Contractor Asphalt Testing	LS	1	\$3,690.00	\$ 3,690.00
<b>TOTAL BASE BID (ADDITION OF ITEMS 1 - 14)</b>					<b>\$ 196,750.00</b>

RESOLUTION NO.21-22

A RESOLUTION AUTHORIZING AN AGREEMENT WITH CROWN CONSTRUCTION, LLC, FOR THE COLLINS DRIVE MILL & OVERLAY PROJECT NO. 20-041.

WHEREAS, the City of Casper desires to perform surface mill and overlay and concrete replacements along East Collins Drive between South Wolcott Street and East 2<sup>nd</sup> Street for the Collins Drive Mill & Overlay; and,

WHEREAS, Crown Construction, LLC, is able and willing to provide those services specified as the Collins Drive Mill & Overlay Project, No. 20-041; and,

WHEREAS, it would be in the best interest of the City to expedite changes in the project by allowing the City Manager to sign change orders effecting time extensions of no more than thirty (30) days, dollar amount changes no greater than Twenty Thousand Dollars (\$20,000.00) and other project administration related change orders that do not substantially alter the scope of the project.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, an agreement with Crown Construction, LLC, for those services, in the amount of One Hundred Ninety-Six Thousand Seven Hundred Fifty and 00/100 Dollars (\$196,750).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions throughout the project, retaining those amounts prescribed by the agreement, equal to a total amount not to exceed One Hundred Ninety-Six Thousand Seven Hundred Fifty and 00/100 Dollars (\$196,750) and Twenty Thousand Dollars (\$20,000.00) for a construction contingency account, for a total project amount of Two Hundred Sixteen Thousand Seven Hundred Fifty and 00/100 Dollars (\$216,750).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to sign change orders effecting time extensions of no more than thirty (30) days, changes in the dollar amount of the above described agreement not greater than the sum of Twenty Thousand Dollars (\$20,000.00) and other project administration related change orders that do not substantially alter the scope of the project.

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2021.

APPROVED AS TO FORM:

*Walker Tremel*

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ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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Fleur Tremel  
City Clerk

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Steven K. Freel  
Mayor

February 4, 2021

MEMO TO: J. Carter Napier, City Manager *JCN*  
FROM: Thomas Solberg, Fire Chief  
Cameron Siplon, Deputy Chief  
SUBJECT: Portable Building Donation Agreement with the City of Mills

**Meeting Type & Date**

Regular Council Meeting  
February 2, 2021

**Action type**

Resolution

**Recommendation**

That Council, by resolution, authorize a Portable Building Donation Agreement and Bill of Sale with the City of Mills, Wyoming, for the donation of 2 portable classroom buildings to the City which will be located at the Fire Training Facility at 2582 Metro Rd.

**Summary**

The City of Mills, Wyoming, desires to donate two portable buildings to the City of Casper to be used by the Casper Fire Department for training purposes. One portable building will set up as a classroom at the facility and the second will be used for search and rescue training. A licensed contractor has been secured to facilitate the move and the City of Casper Building Department has inspected the structures and deemed the structures to be safe.

A Portable Buildings Donation Agreement and Bill of Sale have been prepared, both of which have been executed by the City of Mills. This agreement donates all of Donor's right, title, and interest in and to the portable buildings identified in the agreement.

A resolution has been prepared for Council's consideration in accepting the Portable Buildings Donation Agreement and Bill of Sale.

**Financial Considerations**

Cost of moving the structures (\$6000.00) will be funded from an existing line item that is specified for repairs and improvements at the training facility. Nominal ongoing maintenance cost can be absorbed in the current CF-EMS training budget.

**Oversight/Project Responsibility**

Cameron Siplon, Deputy Chief Casper Fire-EMS

**Attachments**

Resolution  
Portable Donation Agreement  
Bill of Sale  
Town of Mills Resolution

## **DONATION AGREEMENT**

This Donation Agreement (the "Agreement") is entered into this 25<sup>th</sup> day of January, 2021, by and between the City of Mills, Wyoming, a Wyoming municipal corporation ("**Donor**") whose principal offices are located at 704 Fourth Street, Mills, Wyoming 82604, and whose mailing address is P.O. Box 789 Mills, Wyoming 82604, and the City of Casper, Wyoming, a Wyoming municipal corporation, whose principal offices are located at 200 North David Street, Casper, Wyoming 82601 ("**Donee**"). The Donor and Donee are collectively referred to herein as the "Parties."

### **RECITALS**

A. The Donor is the sole owner of two portable doublewide (24 feet by 36 feet) modular buildings, further identified in Article II below, and currently located at 420 North 2<sup>nd</sup> Street, Mills, Wyoming 82644, at Mills Elementary School.

B. The Donor desires to donate the portable buildings to the Donee under the terms and conditions of both this Agreement and a Bill of Sale, which will accompany and be executed contemporaneously with this Agreement.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, the Parties hereto hereby agree by and between them as follows:

### **I: INCORPORATION OF RECITALS**

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

### **ARTICLE II: DONATION AGREEMENT**

A. Donor hereby agrees to donate to the Donee all of Donor's right, title, and interest in and to the portable buildings identified below, pursuant to the terms and conditions of this Agreement.

B. Identification of buildings:

1. **Identification of Portable Building 1** - 24 feet by 36 feet doublewide portable modular building pictured in Exhibit A

(attached and made part of this Agreement), and marked with the number "55" and located at Mills Elementary School, 420 North 2<sup>nd</sup> Street, Mills, Wyoming, 82644.

2. **Identification of Portable Building 2** - 24 feet by 36 feet doublewide portable modular building pictured in Exhibit B, and marked with the number "34" and located at Mills Elementary School, 420 North 2<sup>nd</sup> Street, Mills, Wyoming, 82644.

C. The Donee will retain a third party licensed contractor, at the Donee's cost, to remove the portable buildings from the current location and transport the buildings to a location of the Donee's choice.

D. The Donee is not responsible for removal or clean up of any materials or debris left on site at 420 North 2<sup>nd</sup> Street, Mills, Wyoming, after removal of the buildings.

E. The Parties, or their designated representatives, shall work in conjunction with each other to schedule a reasonable time, after the execution of this Agreement and Bill of Sale, for the Donee and/or the Donee's contractor to take physical possession of, and remove the portable buildings from the current location.

### **ARTICLE III: MISCELLANEOUS PROVISIONS**

A. Each individual executing this Agreement, for and on behalf of the Parties, hereby state that they have the requisite power and authority to enter into this Agreement and to consummate the transactions contemplated and intended hereby.

B. This Agreement shall constitute the entire understanding and agreement of the Parties, and 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.

C. The Parties specifically agree that all prior agreements between them, oral or written, regarding the donation of the buildings are hereby contained, set forth and merged in this Agreement.

D. This Agreement shall be binding upon the Parties hereto, and their respective successors, heirs, grantees and assigns.

E. Any and all notices required to be made under the terms of this Agreement shall be made by mailing said notice to the other Party at the other Party's address as stated below, or at

such other address specified in writing by any Party to the other Parties by United States First Class, Certified Mail, Return Receipt Requested:

Donor: City of Mills, Wyoming  
P.O. Box 789  
Mills, Wyoming 82604

Donee: City of Casper  
Attn: City Manager  
200 North David Street  
Casper, Wyoming 82601

F. Governmental Claims Act:

1. The Donor does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming State Statutes Sections 1-39-101, et seq. The Donor specifically reserves the right to assert any and all immunities, rights and defenses it may have pursuant to the Wyoming Governmental Claims Act.

2. The Donee does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming State Statutes Sections 1-39-101, et seq. The Donee specifically reserves the right to otherwise assert any and all immunities, rights and defenses it may have pursuant to the Wyoming Governmental Claims Act.

3. The Donor and Donee are protected by the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 et seq., and certify that they are members of the Wyoming Association of Risk Management (WARM) pool or the Local Government Liability Pool (LGLP), Wyo. Stat. § 1-42-201, et seq., and shall provide a letter, upon request of the other party, verifying its participation in the WARM or LGLP.

G. This Bill of Sale is governed by, and construed in accordance with, the laws of the State of Wyoming, without regard to the conflict of law 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.




H. 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.

I. Severability. If any term of this Agreement is found to be void or invalid, such finding shall not affect the remaining terms of this Agreement, which shall continue in full force and effect. The parties agree that if any provisions are deemed not enforceable, they shall be deemed modified to the extent necessary to make them enforceable. Any questions of particular interpretation shall not be interpreted against the draftsman, but rather in accordance with the fair meaning thereof.

[The remainder of this page is intentionally left blank]

IN WITNESS WHEREOF, the Parties hereto have executed this Donation Agreement on the date and year first above written:

APPROVED AS TO FORM



ATTEST

CITY OF CASPER, WYOMING  
A Municipal Corporation

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


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

APPROVED AS TO FORM

ATTEST

CITY OF MILLS, WYOMING  
A Municipal Corporation

  
Christine Trumbull  
Town Clerk

\_\_\_\_\_  
  
Seth Coleman  
Mayor

STATE OF WYOMING     )  
  ) ss.  
COUNTY OF NATRONA    )

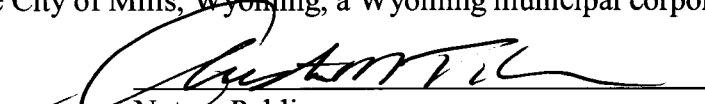
This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by Steven K. Freel, as the Mayor of the City of Casper, Wyoming, a Wyoming municipal corporation.

\_\_\_\_\_  
Notary Public

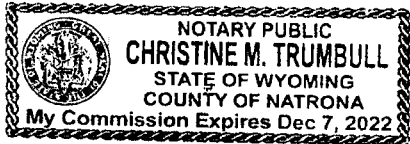
My Commission Expires: \_\_\_\_\_

STATE OF WYOMING     )  
  ) ss.  
COUNTY OF NATRONA    )

This instrument was acknowledged before me this 25<sup>th</sup> day of January, 2021, by Seth Coleman, as the Mayor of the City of Mills, Wyoming, a Wyoming municipal corporation.

  
\_\_\_\_\_  
Notary Public

My Commission Expires: Dec. 7 2022







## **Bill of Sale**

This Bill of Sale is entered into on the 25<sup>th</sup> day of January, 2021, by and between the City of Mills, Wyoming, a Wyoming municipal corporation ("Donor") whose principal offices are located at 704 Fourth Street, Mills, Wyoming 82604, and whose mailing address is P.O. Box 789 Mills, Wyoming 82604, in favor of the City of Casper, Wyoming, a Wyoming municipal corporation, whose principal offices are located at 200 North David Street, Casper, Wyoming 82601 ("Donee"). This Bill of Sale is made pursuant to the Donation Agreement (the "Agreement") dated the 25<sup>th</sup> day of January, 2021, by and between Donor and Donee, to transfer the portable buildings, as fully defined herein.

1. **Conveyance.** For good and valuable consideration, the receipt and adequacy of which the Donor and Donee hereby acknowledge, Donor hereby irrevocably sells, assigns, transfers, conveys, grants, bargains, and delivers to Donee, all of its right, title, and interest in and to the portable buildings listed in the Donation Agreement (and shown on Exhibit A of this Bill of Sale), which is attached hereto and made a part of this Bill of Sale.

2. **Representations and Warranties.** Donor represents and warrants that (1) Donor is conveying good and valid title to the portable buildings, free and clear of all encumbrances, debts, mortgages, attachments, pledges, charges, claims, and liens of any kind; and (2) Donor has the right to sell the portable buildings to Donee and shall warrant and defend the right against the lawful claims and demands of all persons.


3. **Further Assurances.** Donor, for itself and its successors and assigns, hereby covenants and agrees that, at any time and from time to time on Donee 's written request, Donor will do, execute, acknowledge, and deliver or cause to be done, executed, acknowledged, and delivered, all such further acts, deeds, assignments, transfers, conveyances, powers of attorney, and assurances as may be reasonably required by Donee in order to assign, transfer, set over, convey, assure, and confirm unto and vest in Donee and its successors and assigns title to the assets sold, conveyed, and transferred by this Bill of Sale.

4. **Governing Law.** This Bill of Sale is governed by, and construed in accordance with, the laws of the State of Wyoming, without regard to the conflict of law 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.

5. **Incorporation of Agreement.** This Bill of Sale incorporates by reference all of the terms of the Agreement, including, but not limited to, Donor's representations, warranties, covenants, and agreements relating to the portable buildings, as if each term was fully set forth herein.

IN WITNESS WHEREOF, Donor and Donee have each duly executed and delivered this Bill of Sale as of the date first written above.

APPROVED AS TO FORM



ATTEST

CITY OF CASPER, WYOMING  
A Municipal Corporation


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

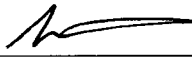
\_\_\_\_\_  
Steven K. Freel  
Mayor

APPROVED AS TO FORM

ATTEST

CITY OF MILLS, WYOMING  
A Municipal Corporation

  
\_\_\_\_\_  
Christine Trumbull  
Town Clerk

  
\_\_\_\_\_  
Seth Coleman  
Mayor

STATE OF WYOMING    )  
                                  ) ss.  
COUNTY OF NATRONA )

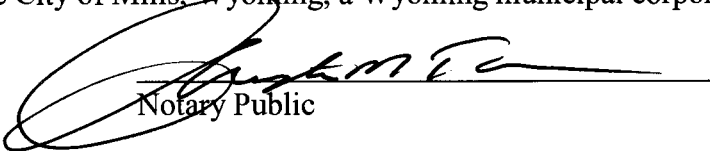
This instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2021, by Steven K. Freel, as the Mayor of the City of Casper, Wyoming, a Wyoming municipal corporation.

\_\_\_\_\_  
Notary Public

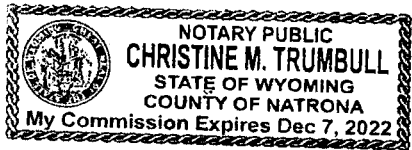
My Commission Expires: \_\_\_\_\_

STATE OF WYOMING )  
 ) ss.  
COUNTY OF NATRONA )

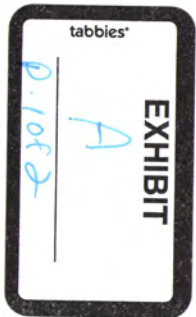
This instrument was acknowledged before me this 25<sup>th</sup> day of January, 2021, by Seth Coleman, as the Mayor of the City of Mills, Wyoming, a Wyoming municipal corporation.

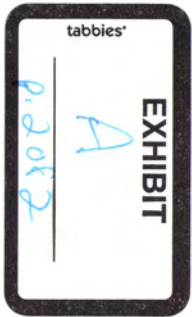
  
Notary Public

My Commission Expires: Dec 7 2022









TOWN OF MILLS

Resolution 2020-52

A RESOLUTION CONCERNING DISPOSAL OF PORTABLE STRUCTURES

WHEREAS, the Town of Mills, Wyoming, is the owner of the Mills School and the structures located thereon, and;

WHEREAS, there are two portable structures located upon the property at the Mills School, and'

WHEREAS, said structures are in poor condition and of no use or value to the Town of Mills, and

WHEREAS, the Town of Mills cooperates with the City of Casper in the training of firemen; and

WHEREAS, the City of Casper's Fire Department would like to obtain the structures for their use in fire training with said structures to be used for practice fires; and

WHEREAS, the training that would take place would benefit the residents of Natrona County in general including the Town of Mills, and

WHEREAS, the training which would be obtained is of greater value then the structures may have; and

WHEREAS, the Town of Mills wishes for the structures to be removed from the premises and the City of Casper has undertaken to be responsible for the removal of the same;

NOW, THEREFORE, the Town of Mills hereby resolves to provide that the City of Casper may transfer and remove the aforementioned structures for the purpose of fire training which shall benefit both communities and put said structures to that use.

PASSED, APPROVED AND ADOPTED on this 5<sup>th</sup> day of December, 2020.

[Signature]  
Seth Coleman, Mayor

[Signature]  
Sara McCarthy, Council

[Signature]  
Darla R. Ives, Council

[Signature]  
James Hollander, Council

[Signature]  
Ronald Wales, Council

ATTESTED:  
[Signature]  
Christine Trumbull, Town Clerk



RESOLUTION NO. 21-23

A RESOLUTION AUTHORIZING A DONATION AGREEMENT AND BILL OF SALE BETWEEN THE CITY OF MILLS AND THE CITY OF CASPER.

WHEREAS, the City of Mills, Wyoming, desires to donate two portable buildings to the City of Casper to be used by the Casper Fire Department for training purposes; and,


WHEREAS, the City of Casper desires to accept the donation of the portable buildings; and,

WHEREAS, the attached Donation Agreement and Bill of Sale represent the entire agreement between the parties.

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 Donation Agreement and Bill of Sale between the City of Mills, Wyoming and City of Casper, Wyoming.

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

January 4, 2021

MEMO TO: J. Carter Napier, City Manager 

FROM: Andrew Beamer, P.E., Public Services Director   
Bruce Martin, Public Utilities Manager

SUBJECT: Authorizing a Contract for Outside-City Water Service with Wayne and Mary Coleman

**Meeting Type & Date**

Regular Council Meeting  
February 16, 2021

**Action Type**

Resolution

**Recommendation**

That Council, by resolution, authorize a Contract for Outside-City Water Service with Wayne and Mary Coleman.

**Summary**

This contract provides Outside-City water service for 4511 Squaw Creek Road, a parcel of land located west of Casper in the Squaw Creek Area. The property will obtain water service by connecting to the new 12-inch West Casper Zone II water main. The property is located approximately 1,600 feet south of the water main. The Natrona County Board of Commissioners have authorized a License to the Owners for installation of the water service line in the Squaw Creek Road Right of Way. 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 Public Utilities Advisory Board conceptually approved the contract at its January 27, 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 Wayne and Mary Coleman, 4511 Squaw Creek Road, Casper, Wyoming 82604; hereinafter referred to as “Owner.”

### RECITALS

- A. Owner is the owner of certain land as described in Exhibit “A” (attached hereto and made a part of this agreement) being a portion of the NW1/4NE1/4 of Section 25, Township 33 North, Range 80 West of the 6<sup>th</sup> P.M., in Natrona County, Wyoming, with an address of 4511 Squaw Creek 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 in Squaw Creek Road; and,
- D. Owner has obtained License 29-20-20, attached as Exhibit “B” (attached hereto and made a part of this agreement), from Natrona County Board of Commissioners authorizing the water service to be placed in the Squaw Creek Road right of way; and,
- E. Owner and City have agreed to such outside-city water service under the terms and conditions of this Agreement.

NOW THEREFORE, it is hereby agreed among the parties as follows:

#### 1. Service

- a. The property served shall be limited to that described in Exhibit “A.” No other properties shall be served without the express permission of the City Council of the City of Casper.
- b. Owner shall be allotted one (1), water service connection and meter to the property shown on Exhibit “A.” No other properties may be served from this connection.
- c. The water service line curb box shall be installed approximately ten (10) feet from the transmission line located in Squaw Creek Road and be within the public utility easement. 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 own, operate, and maintain the meter pit.

- e. The Owner shall, at Owner's sole cost and expense, install a 1½ or 2-inch water service line from the meter pit to the Owner's property.
- f. The Owner shall own, operate and maintain the 1½-inch or 2-inch water service line beyond the curb box located on Squaw Creek Road.
- g. As outlined in Exhibit "C" (attached hereto and made a part of this agreement) a portion of the property to be served is above the pressure zone 2 service elevation of 5380'. This portion of the property will not be served by the water service line. The Owner, by signing this agreement, understands that there are certain risks that Owner and Owner's property are subject to by not having adequate water pressure for domestic service and 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, and all their officers, elected and appointed officials, 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 adequate water pressure to Owner's property
- h. The Owner shall be responsible for obtaining easements from other property owners for the water service line as needed at its sole cost and expense.

2. Right of Inspection

- a. The City shall have the right to inspect all water system construction. All water system construction must meet City requirements. Before connection of the water services to any building, all work must be accepted and approved by the City.
- b. The curb box for the water service line shall be protected during the subsequent course of developing the property from damage, and the Owner shall be wholly responsible for the repair and replacement to the City's satisfaction of such that are damaged or destroyed. If the Owner shall fail or refuse to promptly repair or replace such boxes as required, the City may do so and charge the Owner directly for said cost. The Owner shall adjust said valve and curb boxes to finished grade.

3. Charges for Service

- a. All meter pits, vaults, and water meters, as required by the City's staff, shall be obtained and installed by and at the Owner's sole cost and expense according to the rules and regulations of the City. The meter pit or vault shall remain the property of the Owner and be located on the property lines.
- b. Owner will pay to the City the then-current outside-City system investment charge for each connection (lot) to be served with water. The Owner shall also pay to the Central Wyoming Regional Water System Joint Powers Board, the then-current Regional Water System investment charge for each connection to be

served with water. Payment will be made prior to actual receipt of water service provided by the City.

- c. The charge for water service provided shall be at the City's existing rate as the same shall apply from time to time for all retail outside-City water service, until such time as said property is annexed into the City of Casper. After annexation, the rates will be the existing rates for retail inside-City water service.

#### 4. Regulation

- a. Water service to be provided shall be only to the extent provided for herein and to the extent that said water service is available and above that which is necessary to satisfy the needs of the incorporated area of the City of Casper. In times of drought, extreme demand, or facility failure, water service may not be available.
- b. Owner shall make the necessary provisions so that each building to be served shall have a pressure reducing valve limiting pressure to a maximum of 60 psi, and shall encourage all residents to adhere to the following water saving device recommendations: toilets with a maximum flush of 3 1/3 gallons; aerators which provide for a maximum flow of 1 gpm on all bathroom sinks; and water saving shower heads to limit flow to maximum 3.0 gpm.
- c. The Owner agrees to abide by the rules and regulations of the City regarding the use of its water and sewer facilities, all relevant ordinances of the City of Casper relating to water and sewer service; all other state and federal laws, rules, and regulations including, but not limited to, all provisions of the Federal Pretreatment Regulations (40CFR, Part 403), and all City ordinances relating to industrial pretreatment.

#### 5. Fire Flows

- a. The Owner agrees that fire flow capabilities to his properties are impractical at this time. The Owner, by signing this agreement, understands that there are certain risks that Owner and Owner's property may be subject to by not having fire flow capabilities. The Owner is willing to assume these risks and irrevocably, fully and forever releases and discharges the City of Casper, the City Council, and its mayor, the Casper Public Utilities Board, and all their officers, employees, agents, managers, and contractors from all negligence, claims, demands, liabilities, causes of action, or damages of any kind relating to any harm, personal injury, wrongful death, property damage, or debt suffered resulting from lack of fire flow to Owner's property.
- b. The terms of this release in this Agreement are contractual and not a mere recital. If the property is owned or leased by the Owner, and anyone else as husband and wife, tenants in common, partnership, corporation, or any other legal entity other than an individual, Owner hereby states and certifies that the Owner is authorized



by such individual or other entity to bind such individual or entity to this release. This release shall be binding upon the Owner's personal representatives, heirs, successors, and/or assigns. The Owner acknowledges by execution of this release that Owner fully understands these provisions and fully and voluntarily enters into them. This release shall not affect any immunities of the City of Casper pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 et seq., as amended.

6. Construction Term

The Owner shall be allowed two (2) years from the time of consummation of this Agreement to complete the water service line construction and necessary improvements. Should the construction not be completed within this time period, this Agreement shall automatically become null and void.

7. Annexation

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 Squaw Creek Road at the request of the City Council of Casper. The participation may be with the City of Casper, an Improvement and Service District, a Water and Sewer District, or a private developer.
- b. Future design and construction costs include, but are not limited to, planning, design, construction, land acquisition, financing, and legal.
- c. The Owner agrees to and hereby waives any statutory right to protest the commitment to participate in future water system, sewer system, street, sidewalk,

street lighting, or other needed municipal system improvements. The Owner further agrees to and hereby waives any statutory right to protest the creation of a Local Assessment District, an Improvement and Service District, or a Water and Sewer District established for the purpose of street, sidewalk, street lighting, or other needed municipal improvements which would encompass his property.

- d. This commitment to participate in future water system, sewer system, street, sidewalk, street lighting, or other municipal improvement design and construction shall be included in every sale, conveyance, or mortgage involving the above described property and shall be binding upon the current owners and mortgagees, and all heirs, successors in interest and assigns. This commitment shall be binding upon and run with the land set forth herein.

9. Discontinuance of Utility Services/Remedies

- a. A utility service provided under this Agreement may be discontinued in accordance with Casper Municipal Code Section 13.03.070, or for any material breach of this Agreement by the Owner.
- b. The remedies in this section are in addition to any other remedies in this Agreement, or which the City may otherwise have at law or equity, and are not a limitation on the same. The Owner further agrees to pay all reasonable attorneys' fees, court costs, and litigation costs if the City must enforce the provisions of this Agreement in a court of law.

10. General Provisions

- a. Successors, Assigns and Recording: The terms and conditions of this Agreement shall be binding upon the parties hereto, and shall inure to the benefit of all parties hereto and their respective heirs, successors, assigns, and grantees and shall bind and run with the real property and set forth in Exhibit "A" attached hereto, and shall be recorded in the Natrona County real estate records by the City at the Owner's sole cost and expense. The Owner shall not assign this Agreement or otherwise sub-contract its duties and responsibilities as set forth in this Agreement without the prior written consent of the City.
- b. Wyoming Governmental Claims Act: The City does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statute Sections 1-39-101, et seq. The City specifically reserves the right to assert any and all immunities, rights, and defenses it may have pursuant to the Wyoming Governmental Claims Act.
- c. Governing Law and Venue: This Agreement, its interpretation and enforcement shall be governed and construed in accordance with the laws of the State of Wyoming. Any litigation regarding this Agreement shall be resolved in a court of competent jurisdiction situated in Natrona County, Wyoming.

- d. Complete Agreement: This Agreement shall constitute the entire understanding and agreement of the parties, and supersedes any prior negotiations, discussions or understandings.
- e. Amendment: No amendment or modification of the terms of this Agreement shall be valid or enforceable unless made in writing and executed by all parties hereto.
- f. Waiver: Failure on the part of either party to enforce any provision of this Agreement, or the waiver thereof, in any instance, shall not be construed as a general waiver or relinquishment on its part of any such provision, but the same shall nevertheless be and remain in full force and effect.
- g. No Third Party Beneficiary Rights: The parties to this Agreement do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to this Agreement, and shall inure solely to the benefit of the parties to this Agreement. The parties to this Agreement intend and expressly agree that only parties signatory to this Agreement shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.
- h. Severability: If any term of this Agreement is to any extent illegal, otherwise invalid, or incapable of being enforced, such term shall be excluded to the extent of such invalidity or unenforceability; all other terms hereof shall remain in full force and effect; and, to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term. If application of this Severability provision should materially and adversely affect the economic substance of the transactions contemplated hereby, the Party adversely impacted shall be entitled to compensation for such adverse impact, provided the reason for the invalidity or unenforceability of a term is not due to the misconduct by the Party seeking such compensation.
- i. Notices: Notices required or permitted to be given by a Party to the others must be in writing and either delivered in person or sent to the address shown below (or such subsequent address as may be designated by either party in writing) by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt:

Owner Info  
Wayne and Mary Coleman  
4511 Squaw Creek Road  
Casper, Wyoming 82604

City of Casper  
Attn: Public Services Director  
200 North David  
Casper, WY 82601

- j. Headings: The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation thereof.
- k. Survival: All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with this Agreement, as well as all continuing obligations indicated in this Agreement, will survive final payment, completion and acceptance of the services and termination or completion of the Agreement.
- l. Copies: This Agreement may be executed in more than one copy, each copy of which shall serve as an original for all purposes, but all copies shall constitute but one and the same Agreement.
- m. Authority: Each individual executing this Agreement for and on behalf of their principals hereby state that they have the requisite power and authority to enter into this Agreement and to consummate the transactions contemplated and intended hereby. Owner further states that it is authorized to transact business in the State of Wyoming, properly registered and not delinquent with the Secretary of State.

[The rest of this page is intentionally left blank.]

EXECUTED the day and year first above written.

APPROVED AS TO FORM:

Walter Tremel

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation:

Fleur Tremel  
City Clerk

Steven K. Freel  
Mayor

OWNER:

OWNER:

Wayne Coleman  
Wayne Coleman

Mary June Coleman  
Mary Coleman

The undersigned mortgagee for Wayne and Mary Coleman hereby agrees to, consents, and ratifies this agreement.

02.02.2021  
Date

Reliant Federal Credit Union  
MORTGAGEE

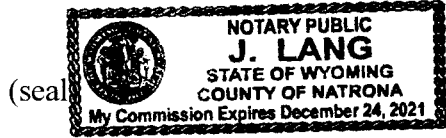
By: Kristi Grant

Printed Name: Kristi Grant

Title: Chief Lending Officer

STATE OF WYOMING )  
 ) ss.  
COUNTY OF NATRONA )

This instrument was acknowledged before me this 2 day of Feb, 2021,  
by Wayne Coleman as Owner of 4511 Squaw Creek Road.



NOTARY PUBLIC

My commission expires: 12/24/21

STATE OF WYOMING )  
 ) ss.  
COUNTY OF NATRONA )

This instrument was acknowledged before me this 2<sup>nd</sup> day of February, 2021,  
by Mary Coleman as Owner of 4511 Squaw Creek Road.

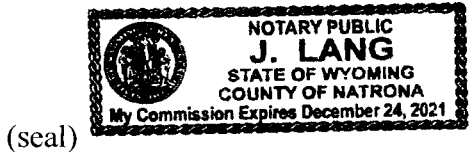


NOTARY PUBLIC

My commission expires: August 7, 2024

STATE OF WYOMING )  
 ) ss.  
COUNTY OF NATRONA )

This instrument was acknowledged before me this 2<sup>nd</sup> day of Feb, 2021, by  
Keisti Grant as Chief Lending Officer  
of Reliant FCU the Mortgagee



NOTARY PUBLIC

My commission expires: 12/24/21

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)

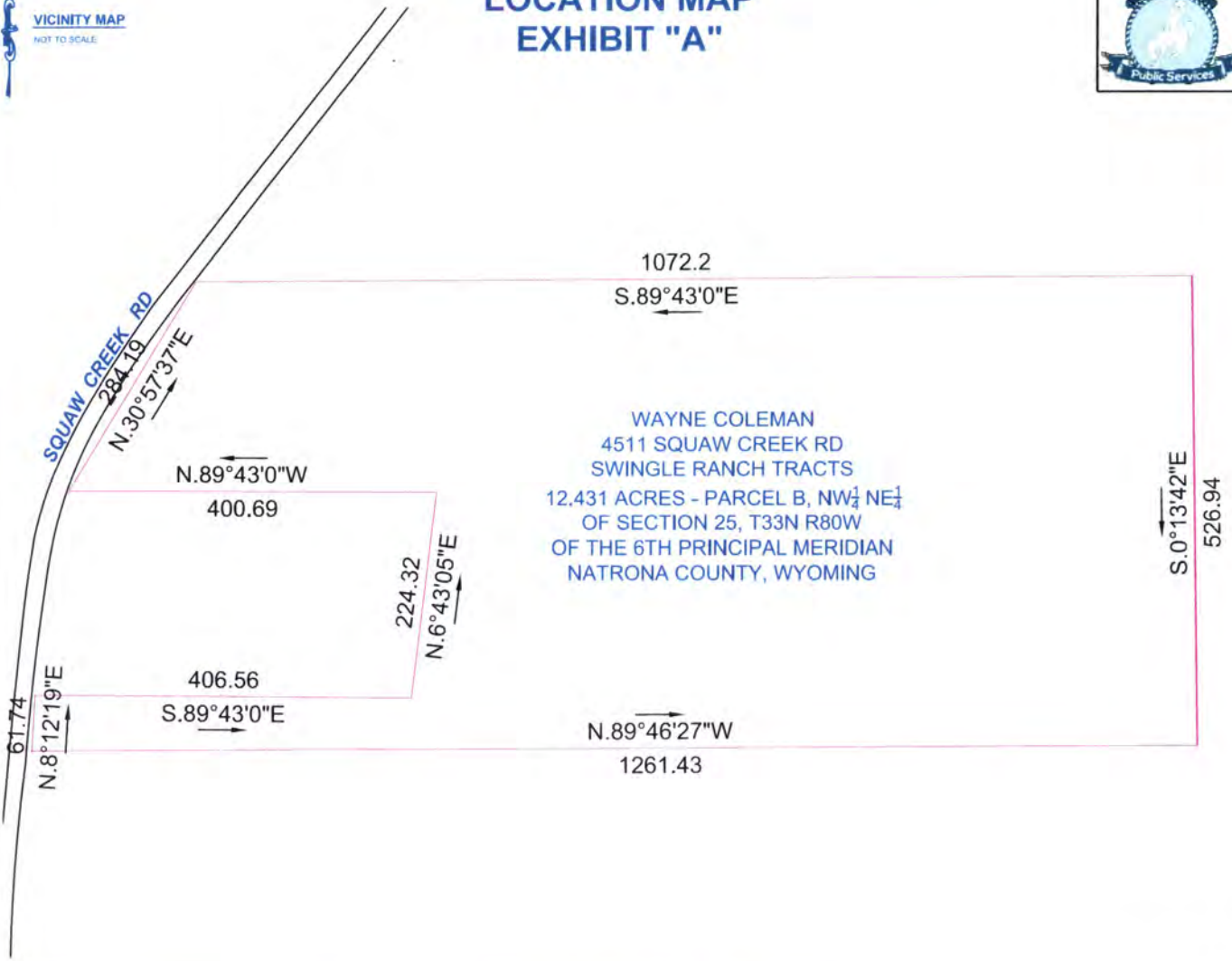
\_\_\_\_\_  
NOTARY PUBLIC

My commission expires: \_\_\_\_\_



# LOCATION MAP EXHIBIT "A"

VICINITY MAP  
NOT TO SCALE



# VICINITY MAP

VICINITY MAP  
NOT TO SCALE





## EXHIBIT "A"

A PARCEL LOCATED IN AND BEING A PORTION OF THE NW $\frac{1}{4}$ NE $\frac{1}{4}$  SECTION 25, TOWNSHIP 33 NORTH, RANGE 80 WEST OF THE 6th P.M., IN NATRONA COUNTY, WYOMING, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT THE NORTHEASTERLY CORNER OF THE PARCEL BEING DESCRIBED AND ALSO THE NORTHEASTERLY CORNER OF SAID NW $\frac{1}{4}$ NE $\frac{1}{4}$  SECTION 25; THENCE ALONG THE EASTERLY LINE OF SAID PARCEL AND NW $\frac{1}{4}$ NE $\frac{1}{4}$  SECTION 25, S. 0°13'42" E., 526.94 FEET TO THE SOUTHEASTERLY CORNER OF SAID PARCEL; THENCE ALONG THE SOUTHERLY LINE OF SAID PARCEL AND INTO SAID NW $\frac{1}{4}$ NE $\frac{1}{4}$  SECTION 25, N. 89°46'27" W., 1261.43 FEET TO THE SOUTHWESTERLY CORNER OF SAID PARCEL AND A POINT IN AND INTERSECTION WITH THE EASTERLY LINE OF SAID SQUAW CREEK ROAD; THENCE ALONG THE WESTERLY LINE OF SAID PARCEL AND THE EASTERLY LINE OF SAID SQUAW CREEK ROAD, N. 8°12'19" E., 61.74 FEET TO A POINT; THENCE ALONG THE NORTHERLY LINE OF SAID PARCEL, S. 89°43' E., 406.56 FEET TO A POINT; THENCE ALONG THE WESTERLY LINE OF SAID PARCEL, N. 6°43'05" E., 224.32 FEET TO A POINT; THENCE ALONG THE SOUTHERLY LINE OF SAID PARCEL, N. 89°43' W., 400.69 FEET TO A POINT IN AND INTERSECTION WITH THE EASTERLY LINE OF SAID SQUAW CREEK ROAD; THENCE ALONG THE WESTERLY LINE OF SAID PARCEL AND THE EASTERLY LINE OF SAID SQUAW CREEK ROAD, N. 30°57'37" E., 284.19 FEET TO THE NORTHWESTERLY CORNER OF SAID PARCEL AND A POINT IN AND INTERSECTION WITH THE NORTHERLY LINE OF SAID NW $\frac{1}{4}$ NE $\frac{1}{4}$  SECTION 25; THENCE ALONG THE NORTHERLY LINE OF SAID PARCEL AND NW $\frac{1}{4}$ NE $\frac{1}{4}$  SECTION 25, S. 89°43' E., 1072.20 FEET TO THE POINT OF BEGINNING.

LICENSE

Date 31 July 2020 Road Squaw Creek # 502

The BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF NATRONA, STATE OF WYOMING, (hereinafter called the "Board"), hereby grants a license to Wayne M Coleman + Mary T Coleman

(hereinafter called the "Licensee"), to construct, maintain, use and operate waterline (hereinafter called the "Facility"), located in Section 25 Township 33-80 N, Range W, upon the property of the County of Natrona, acquired for and utilized in the operation and maintenance of a county road in the locations and positions and in strict accordance with the specifications shown on the print dated , attached hereto, marked Exhibit "A", and by this reference specifically made a part hereof.

This license is granted upon such express terms and conditions as are inserted below, and should the Licensee at any time violate any of the said terms or conditions herein contained or use or attempt to use said facility for any other or different purpose than that above specified, or refuse or fail to comply with any rule or direction of the County Road and Bridge Superintendent, made by said Superintendent under his general supervisory powers of control and supervision of county roads for the use and safety of the general public, then the Board may, at its option, immediately revoke this license.

This license is subject to the following conditions:

FIRST. The work of constructing, altering and maintaining of the Facilities shall be prosecuted and completed in a good and workmanlike manner at the sole expense of the Licensee and under supervision of, and to satisfactorily meet the specifications of the County Road and Bridge Superintendent. Such work of construction, alteration and maintenance of the Facility shall be done in such a manner as to in no way interfere with the use, operation and maintenance by the County of Natrona of a county road for county road purposes, and in such manner as to in no way endanger the general public in use of said county road right-of-ways.

SECOND. The said Licensee shall give to the Board, through the County Road & Bridge Superintendent, at least ten days notice, in writing, before entering upon the county road right-of-way for the purpose of construction or alteration of the Facility or to make necessary repairs, except in case of genuine emergency requiring immediate repair, then in that event, the Licensee shall notify the Board, through the County Road & Bridge Superintendent, or local maintenance authority immediately enter upon the county road right-of-way and make necessary repairs. Licensee shall be responsible for any repairs necessary to road or right-of-way for 180 days after completion of construction.

THIRD. The said Licensee agrees to forever indemnify and defend the Board, their agents or employees, against and save them harmless from all liability for damage to property or injury to or death of persons, including all costs and expenses incident hereto, arising wholly or in part from or in connection with the existence of, construction, alteration, maintenance, repair, renewal, reconstruction, operation, use or removal of the said Facility as it pertains to county road property.

FOURTH. The Board reserves the right to use, occupy and enjoy its right-of-way for a county road and for county road purposes, in such manner and at such times as it shall desire, the same as if the instrument had not been executed by it. If any such use shall at any time necessitate any change in the location or manner of use of said Facility, or any part thereof, such change or alteration shall be made by the Licensee, at the sole expense of said Licensee, upon the demand of the Board, through the County Road & Bridge Superintendent, and neither the Board nor the County of Natrona shall be liable to the said Licensee on account thereof, or on account of any damage growing out of any use which the County of Natrona or the Board, or either of them, may make of its said right-of-way.

FIFTH. The Board shall have the right at any time to revoke this license by the giving of thirty (30) days notice in writing to the said Licensee, and at the expiration of the time limited by said notice, or upon the express revocation of this license for any of the causes enumerated herein, the Licensee shall promptly and in the manner directed by the Board, through the County Road & Bridge Superintendent, remove said Facility and each and every part thereof, hereby authorized, from the premises of the county road right-of-way and leave said premises in the same condition in which they were before the installation of said Facility. Upon the refusal or failure of the Licensee so to do, the Board may remove the Facility and each and every part thereof and restore the county road right-of-way to the same condition as before the granting of this license, and the Licensee hereby agrees promptly to pay to the County of Natrona the cost of said removal of the Facilities, and each and every part thereof.

SIXTH. The County of Natrona and the Board, for the purpose of this license, hereby disclaims any representation or implication that it retains any title in any county road right-of-way other than a perpetual easement for road purposes for so much land as described by the instrument conveying such easement. The Licensee by these present accepts notice and agrees that any expenses or damages incurred by said Licensee as a result of this disclaimer shall be borne by said Licensee at no expense whatsoever to the Board or the County of Natrona. It shall be also understood that on Access Facility Highways, ingress and egress shall be limited to those locations as designated by the Board, or their Designated Representative, and shown on plans on file in the office of the County Road Department and County Surveyor

SEVENTH. The waiver of any breach of any of the terms or conditions of this Licensee shall be limited to the act or acts constituting such breach, and shall never be construed as being a continuing or permanent waiver of any such term or condition, all of which shall be and remain in full force and effect, as to the future acts or happenings, notwithstanding any such individual waiver or any breach thereof.

EIGHTH. The said Licensee agrees to locate underground facilities when needed by the County or other users for future construction and maintenance activities. This location information will include the marking of the facility on the ground, as specified by W.S. §37-12-301 et seq., with the appropriate color and including the nature and elevation of the utility and shall be tied both horizontally and vertically, by coordinates, by a licensed land surveyor to a public land survey corner. This information shall be shown on plans created by the utility company or facility owner and a copy will be sent to the Natrona County Surveyor's Office in Casper, Wyoming. Costs for identifying and locating the facility will be the responsibility of the utility company or facility owner on County right-of-ways.

No official or employee of the County of Natrona, other than the Board of County Commissioners, shall have authority to waive any term or condition herein contained. Any amendments to this license agreement shall be in writing, signed by the licensee and designated representative of the county commissioners.

Date of Commencement (Five (5) day notice must be given County Road & Bridge Superintendent before start of construction)

Date of Completion (County Road & Bridge Superintendent must be notified within five (5) days after construction)

IN WITNESS WHEREOF, The Board of County Commissioners, has caused this license to be executed on the day of , A.D., 19



My term of office expires January 3, 2023

By Michael D. H... Road & Bridge Superintendent 8/4/20
By County Surveyor
By Chairman of the Board of County Commissioners

ATTEST: Tracy Good County Clerk

The undersigned, the Licensee mentioned in the forgoing License, hereby accepts the same, subject to the terms and conditions contained therein.
ATTEST: Secretary President

(the original instrument must be recorded in the County Clerk's office by Licensee) ORIGINAL - RECORDING FILE, YELLOW - COMMISSIONERS, PINK - COUNTY SURVEYOR, GOLDENROD - LICENSEE

EXHIBIT 'A'  
COUNTY OF NATRONA

No. 29-20-20

APPLICATION FOR Waterline

Applicant: Wayne M. Coleman & Mary T. Coleman

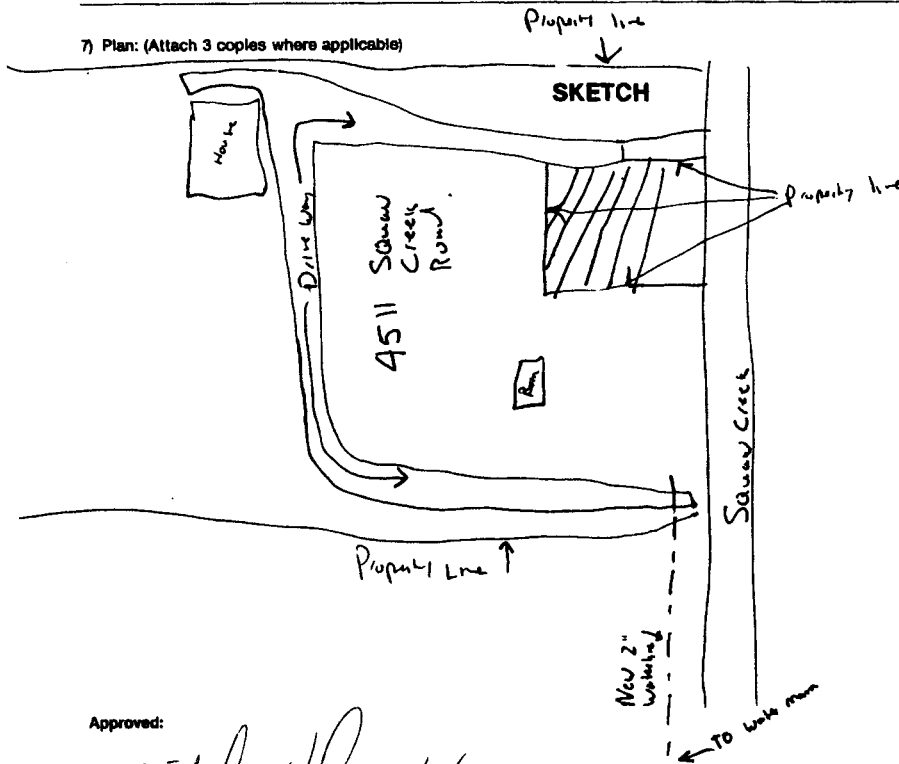
Address: 4511 Squaw Creek Road PO Box 2440 Mills Phone: (307) 265-3158

Furnish the Following Information:

- 1) Location: Section \_\_\_\_\_ Township \_\_\_\_\_ North, Range \_\_\_\_\_ West. Legal Description: PT NW NE: 25-33-80
- 2) County Road Designation Squaw Creek
- 3) Surface of County Road Asphalt
- 4) Soils Type where applicable \_\_\_\_\_
- 5) Reason for Application To Obtain Water to House

6) Specifications: (Attach 3 copies where applicable)

7) Plan: (Attach 3 copies where applicable)



Approved:

Michael D. Hagen 8/4/2020  
Road and Bridge Superintendent

Seth M. Coleman-Agent 31 July 2020 X  
Applicant or Agent Date

County Engineer

[Signature]

Wyo. Reg. P.E.

Date

County Commissioner

Approval Date: \_\_\_\_\_

Completion Date: \_\_\_\_\_

ORIGINAL — RECORDING FILE



Wayne Coleman – Water Service Line

## Water Distribution Study

**PREPARED FOR:** City of Casper  
**PREPARED BY:** Karson Burnett, CEPI  
**WO #:** 20-048  
**DATE:** November 30, 2020

---

Wayne Coleman single family residence is located at 4511 Squaw Creek Rd. In this water study, the available pressure at the end of the service line will be analyzed to ensure proper water pressure at the existing building.

### Proposed Demands from the Site

The assumed total water required to the building is 10 gpm at a minimum pressure of 35 psi. The flow and pressure requirements for the site are conservatively based from a maximum water usage at a single family residence. The contractor will be responsible for the design and installation of the Water service system. This study will determine if the system is capable of meeting the demand requirements without adversely affecting the water system.

### Analysis

The proposed service line was imported into the Central Wyoming Regional Water System Water Model developed by CEPI for the 2019 Central Wyoming Regional Water System Master Study. This proposed line is in Pressure Zone 2 of the water system. The initial conditions in the model affecting Pressure Zone 2 were:

- Zone 2 Tank HGL = 5488
- 0 Pumps on at all Zone 2 Pump Stations
- 1 Pump on at all Zone 3 Pump Stations

The hydraulic model was run utilizing the Average Day scenario (average day demands) and Peak Hour scenario (peak hour demands). During the Average Day scenario, the static pressure at the water service tap is 61.0 psi. During the Peak Hour scenario, the static pressure at the water service tap is 58.0 psi. The figures below show the data for both scenarios at junctions near the site.

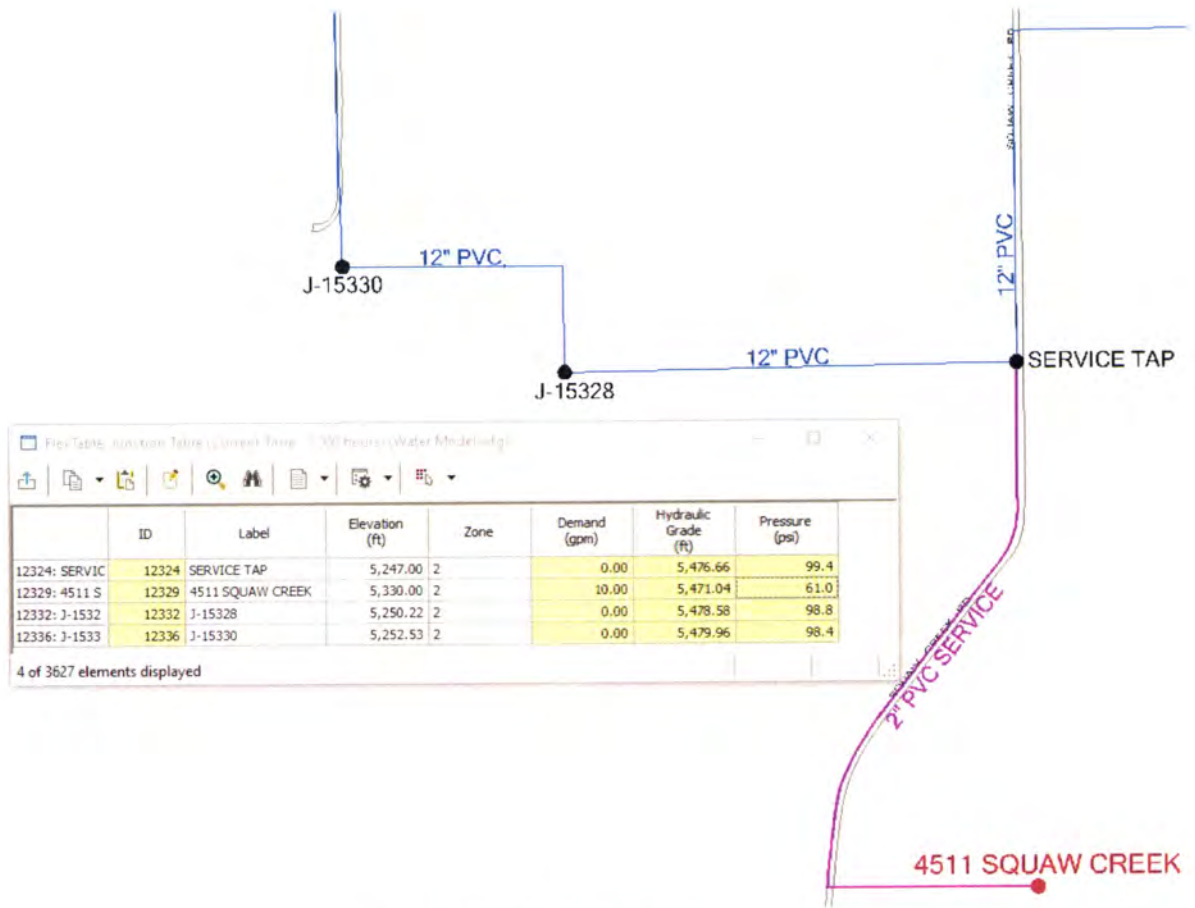


Figure 1: Average Day Demand



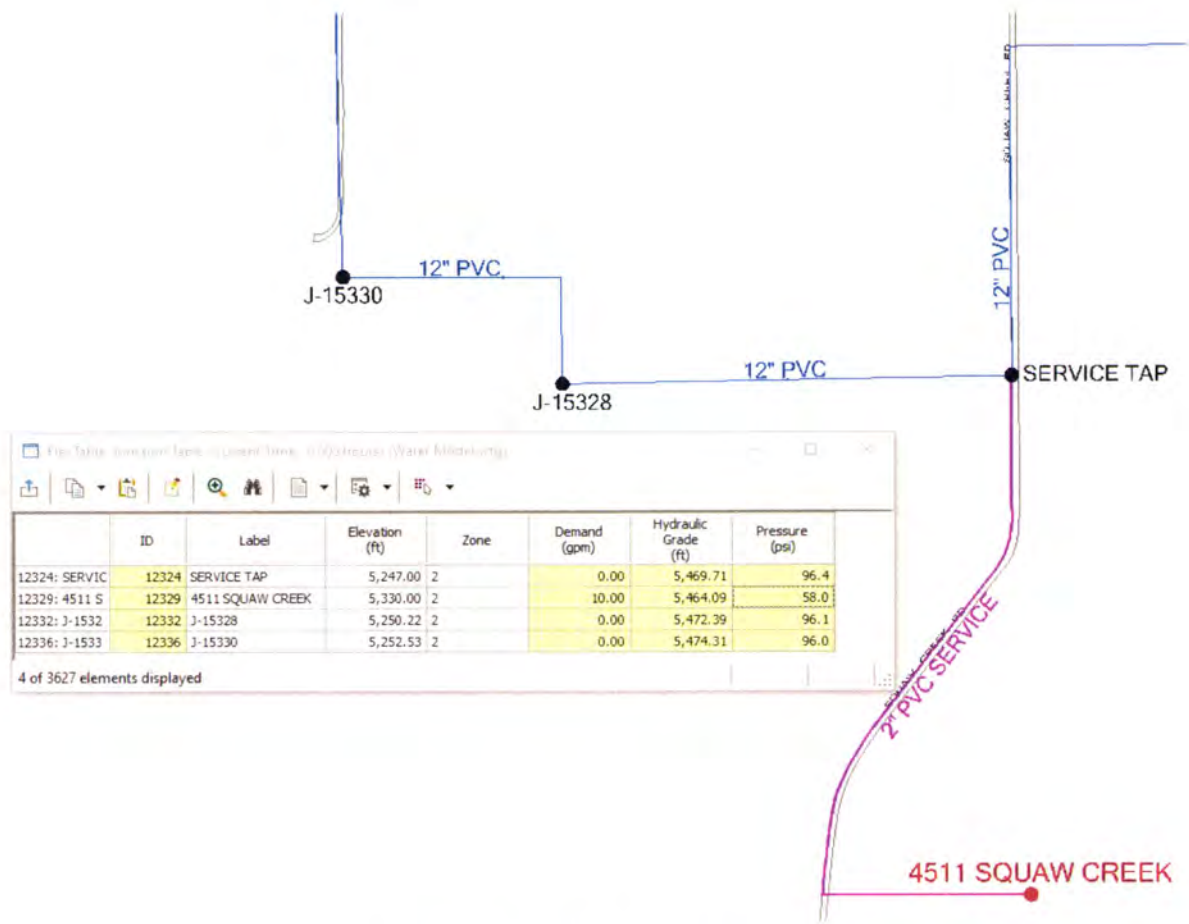


Figure 2: Peak Hour Demand

### Conclusions:

The results of the analysis show that the water distribution system is capable of supplying 10 gpm to the site while maintaining a pressure over 35 psi during a Peak Hour flow scenario. A portion of the Coleman property is above the pressure zone 2 service elevation of 5380', this portion of the property will not be served by the water service line.



**COMMITMENT TO ANNEX TO THE CITY OF CASPER, WYOMING**  
(Individual Form)

We, Wayne and Mary Coleman, respectively the owner(s) and mortgagee of the following described real estate located in Natrona County, to-wit:

**WAYNE AND MARY COLEMAN  
4511 SQUAW CREEK ROAD  
CASPER, WYOMING, NATRONA COUNTY  
PROPERTY AS DESCRIBED IN EXHIBIT "A"**

for valuable consideration, the receipt of which is hereby acknowledged, agree and commit to the annexation of the above-described property to the City of Casper, Wyoming at the request of the Casper City Council or on a property owner's petition. The undersigned further waive any statutory or other right to protest any such annexation.

This commitment to annex shall run with and bind the above described real property, and shall be included in every sale, conveyance or mortgage involving the above-described property. This commitment to annex shall be binding upon the Owner(s) and mortgagee, and their heirs, successors, and assigns forever.

2-2-21  
Date

Wayne Coleman  
Wayne Coleman  
OWNER

Feb 2, 2021  
Date

Mary Coleman  
Mary Coleman  
OWNER

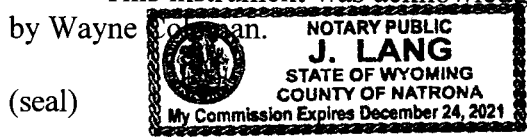
2-2-2021  
Date

Kristi Grant  
MORTGAGEE Chief Lending Officer

By: Reliant FCU  
Name: Kristi Grant  
Title: Chief Lending Officer

STATE OF WYOMING )  
 ) ss.  
COUNTY OF NATRONA )

This instrument was acknowledged before me this 2 day of Feb, 2021,  
by Wayne Coleman.



NOTARY PUBLIC

My commission expires: 12/24/21

STATE OF WYOMING )  
 ) ss.  
COUNTY OF NATRONA )

This instrument was acknowledged before me this 2<sup>nd</sup> day of February, 2021,  
by Mary Coleman.

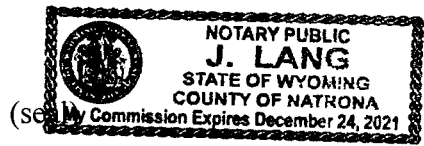


NOTARY PUBLIC

My commission expires: August 7, 2024

STATE OF Wyo )  
 ) ss.  
COUNTY OF Natrona )

This instrument was acknowledged before me this 2 day of Feb,  
2021, by Kristi Grant, as CLO of  
Reliant FCU, MORTGAGEE.

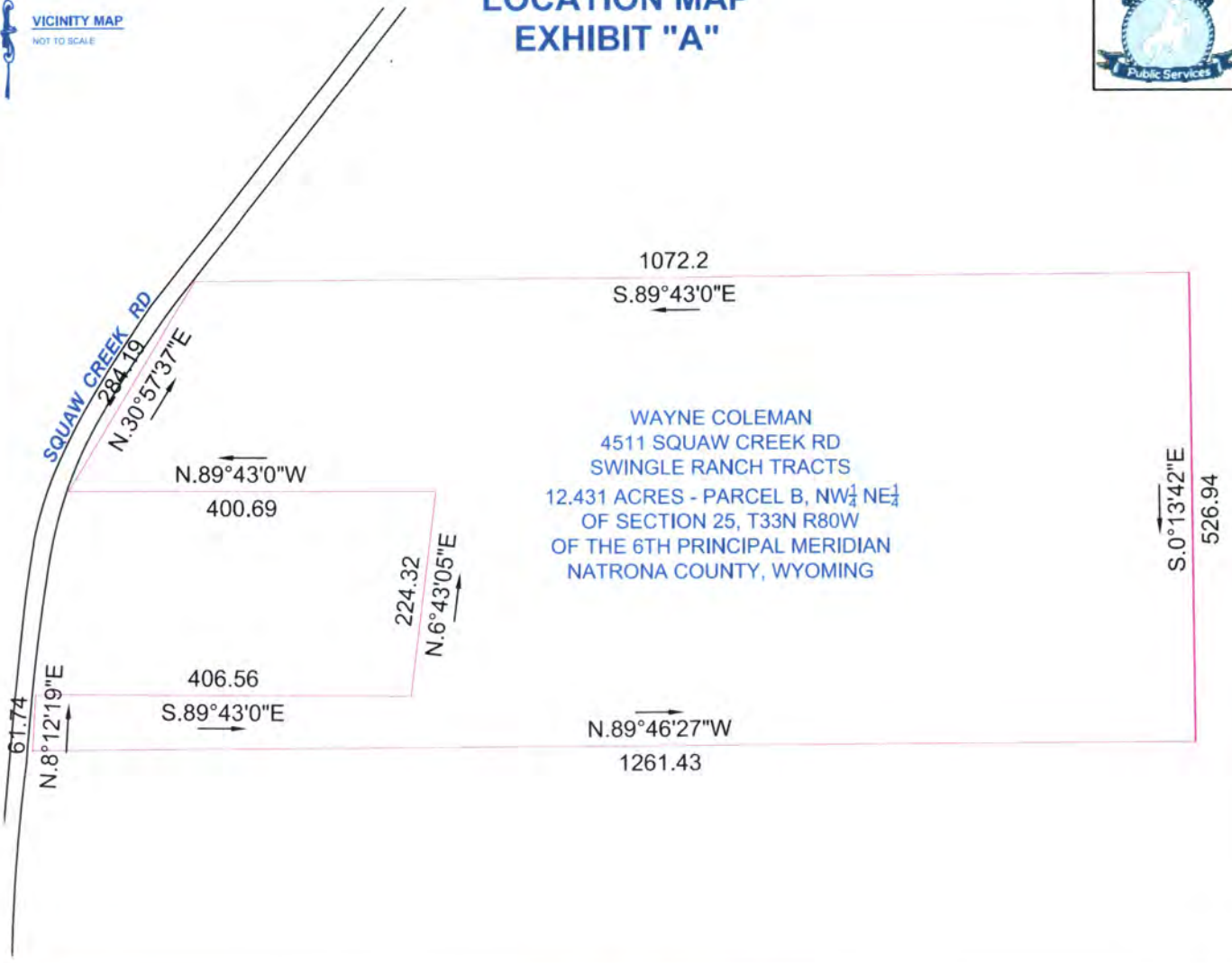


NOTARY PUBLIC

My commission expires: 12/24/21



# LOCATION MAP EXHIBIT "A"



# VICINITY MAP



## EXHIBIT "A"

A PARCEL LOCATED IN AND BEING A PORTION OF THE NW $\frac{1}{4}$ NE $\frac{1}{4}$  SECTION 25, TOWNSHIP 33 NORTH, RANGE 80 WEST OF THE 6th P.M., IN NATRONA COUNTY, WYOMING, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

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RESOLUTION NO.21-24

A RESOLUTION AUTHORIZING A CONTRACT FOR OUTSIDE-CITY WATER SERVICE WITH WAYNE AND MARY COLEMAN.

WHEREAS, Wayne and Mary Coleman have requested outside-City water service from the City of Casper for a tract of land, located in the NW1/4 of the NE1/4 of Section 25, Township 33 North, Range 80 West of the 6<sup>th</sup> P.M., in Natrona County, Wyoming, with an address of 4511 Squaw Creek Road, Casper Wyoming 82604; and,

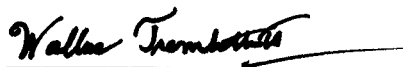
WHEREAS, a contract for providing such water service has been proposed containing obligations concerning all parties; and,

WHEREAS, such contract is deemed to be in the best interest of the City of Casper.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a Contract for Outside-City Water Service with Wayne and Mary Coleman, 4511 Squaw Creek 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

February 2, 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 2021 Mack Transport Tractor Truck in the Total Amount of \$108,181.07, for Use by the Solid Waste Division of the Public Services Department.

Meeting Type & Date  
Regular Council Meeting  
February 16, 2021

Action type  
Minute Action

Recommendation

That Council, by minute action, authorize the purchase of one (1) new Mack transport tractor truck from CMI TECO, Casper, Wyoming, for use in the Solid Waste Division of the Public Services Department, in the total amount of \$108,181.07.

Summary

Wyoming State Statute allows cities to purchase specific vehicles and equipment by utilizing the State bid process. The state calls for Request For Proposal's on items ranging from computers to large heavy equipment. All vendors from around the State, including all vendors from Casper, turn in their bids for certain equipment. The transport truck chassis low bid was CMI Teco of Casper. Checking with all applicable local vendors and discussing options, if the City were to bid this equipment today the wait time would be approximately 250 days and costs could reach \$130,000.00. The City of Casper has already used this option for the purchase of three (3) tandem axle trucks for the Streets Division and an exact transport truck in 2020. CMI TECO is able to pass the savings along to consumers by the large quantity of trucks ordered by the State. The savings are in the tens of thousands of dollars. This purchase also saves time, as there is a truck available for use now and has no waiting period for delivery. The City of Casper Material Recovery Facility will use this transport tractor 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.

One (1) tractor truck is currently shared by both Solid Waste and the Streets Division. Scheduling conflicts do arise, so the need for this second transport truck is beneficial to continue services in the MRF building.

<u>State Bid Item</u>	<u>Vendor</u>	<u>Amount</u>	<u>Trade-In</u>	<u>Total</u>
(1) 2021 Mack GR64FT Tandem	CMI TECO Casper, WY	\$108,181.07	No Trade	\$108,181.07

The recommended purchase of this transport tractor truck through the State bid process 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 Balefill Revenue.

Oversight/Project Responsibility

Dan Coryell, Fleet Manager, will make this purchase. Oversight will be transferred to Sean Orszulak, Solid Waste Superintendent, after the equipment is received.

Attachments

Invoices from CMI TECO

CMI-TECO  
 1750 S. Loop  
 Casper WY 82601



City of Casper  
 Shad Rodgers  
 1800 E. K Street  
 Casper WY 82601

Invoice # 5266  
 Invoice Date August 5, 2020  
**Balance Due (USD) \$108,181.07**

Item	Description	Unit Cost	Quantity	Line Total
Mack	2021 MACK GR64BT VIN:TBD - WYDOT 2019 Plow Truck Bid Pricing - Painted WHITE - MP8-425 HP Engine - Tandem Axle	93,543.00	1	93,543.00
Upgrade	Upgraded to 505 HP with 1,860 ft lbs of torque	2,866.00	1	2,866.00
Upgrade	Upgraded from 40,000 Axle to 46,000 Axle	1,711.00	1	1,711.00
Upgrade	Upgraded 46,000 lb MACK AL-461 Air Suspension	1,125.00	1	1,125.00
Upgrade	Upgraded Meritor 16.5" x 8 5/8" Q+ Rear Brakes	595.00	1	595.00
Upgrade	Upgrade to Driver Controlled Inter-Wheel Differential Lock all Rear Axles	1,237.00	1	1,237.00
Upgrade	Upgraded Tractor Spring Brake Inversion Valve	73.00	1	73.00
Upgrade	Upgraded Tapered and Flanged Frame Ends	59.00	1	59.00
Upgrade	Upgraded Holland FW35 Series Fifth Wheel Assembly	835.00	1	835.00
Upgrade	Upgraded 12ft Coiled Trailer Hoses	56.00	1	56.00
Upgrade	Upgraded from Manual to Air Slide	433.00	1	433.00
Upgrade	Upgraded Positive Side Battery Disconnect Switch	135.00	1	135.00
Upgrade	Exterior Sun Visor Painted White	198.00	1	198.00
Merrit	12" Wide Step Frame	128.53	1	128.53
Merrit	Frame Decking - 3 ft Sections	321.77	2	643.54
Merrit	Grab Handle and Bracket	196.00	1	196.00
Merrit	LED Work Light	42.00	1	42.00
Merrit	LED Beacon	560.00	1	560.00
Merrit	Merrit Cabguard/TuckAway Box/Mounting Kit	2,790.00	1	2,790.00
Merrit	Stainless Steel Quarter Fenders on Brackets	235.00	1	235.00
Labor	Installation of Decking, Cabguard, Belly Dump Switches, Step, Air and Electrical	90.00	8	720.00

---

<b>Total</b>	<b>108,181.07</b>
Amount Paid	0.00
<b>Balance Due (USD)</b>	<b>\$108,181.07</b>

**Terms**

DUE UPON RECEIPT

CUSTOMER SIGNATURE: \_\_\_\_\_

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

**MACK**



## TECHNICAL SPECIFICATION

### GRANITE 64BT

CUSTOMER/VEHICLE INFO	DESCRIPTION
S CHASSIS (BASE MODEL)	GRANITE 64BT
S ASSEMBLY PLANT	Made in Macungie, PA USA
CUSTOMER FLEET SIZE	DEALER FLEET WITH LESS THAN 25 VEHICLES IN OWN FLEET OF ANY VEHICLE BRAND
S TYPE OF SERVICE	COMMERCIAL
S WARRANTY REGISTRATION LOCATION	US - WARRANTY REGISTRATION LOCATION
S INITIAL REGISTRATION LOCATION	ALL 50 STATES, CARB ENGINE EMISSION (US17 / US21 / ZERO EMISSION)
S LANGUAGE-PUBS/DECAL/SIGNS	ENGLISH
S ROAD CONDITION	WELL MAINTAINED SURFACED ROADS >95% DRIVING DISTANCE
VEHICLE USE & BODY/TRAILER TYPE	LOW BOY MACHINERY TRAILER
S GROSS COMBINATION WEIGHT	80,000 LB (36 TONNES) GROSS COMBINATION WEIGHT
S BRAKE REGULATION	BRAKE REGULATION, STOPPING DISTANCE 76M (250FT)
S TOPOGRAPHY	GRADES <6% GREATER THAN 98% OF DRIVING DISTANCE MAX GRADE 16%
S AMBIENT TEMP UPPER LIMIT (GTA)	AMBIENT TEMPERATURE HOT. WARMER THAN 104 F (40 C) ALLOWED UP TO 25 HOURS PER YEAR
S TERRAIN GRADE	ON-OFF HIGHWAY, STARTING GRADES<18%
S LOADING SURFACE	CONCRETE LOADING AND / OR UNLOADING SURFACE
S VEHICLE VOCATION	CONSTRUCTION SERVICE

ENGINE/TRANSMISSIONS	DESCRIPTION
ENGINE PACKAGE, COMBUSTION	MP8-505C MACK 505HP @ 1500-1700 RPM (PEAK) 1950 RPM (GOV) 1860 LB-FT. US'21 (GRANITE ONLY)
S TRANSMISSION	MACK TMD13AFO-HD mDRIVE HD 13 SP, CREEPER/ MULTI-SPEED REVERSE (OVERDRIVE)
S GEARBOX 12TH GEAR LOCK-OUT	WITHOUT 12TH GEARBOX GEAR LOCK-OUT

EXHAUST/EMISSIONS	DESCRIPTION
S CARB 2008 IDLE REGULATION	IDLE EMISSION CERTIFICATION, CARB (WITH DECAL LOCATED ON LOWER LH CORNER / DRIVER DOOR
S DPF DIESEL PARTICULATE FILTER	CLEARTECH ONE BOX E.A.T.S. RH SIDE UNDER CAB US17 / US21
CHASSIS MOUNTED EMISSIONS FINISH	BRIGHT FINISH DEF COVER & PAINTED DPF TANK COVER
S DEF TANK	11.8 GALLON (45 L) 22" LEFT SIDE FRAME MOUNTED



EXHAUST/EMISSIONS		DESCRIPTION
	EXHAUST	SINGLE VERTICAL RIGHT SIDE CAB MOUNTED, LOWER VENTURI DIFFUSER, PLAIN END
	EXHAUST STACK HEIGHT	9' 6" FROM GROUND
S	EXHAUST SYSTEM MATERIAL FINISH	W/O BRIGHT FINISH EXHAUST
	EMISSION ON BOARD DIAG CONTROL	EMISSION OBD, DISPLAY ONLY, USA2020

ENGINE EQUIPMENT		DESCRIPTION
S	AIR CLEANER	UNDER HOOD SINGLE ELEMENT DRY TYPE W/AIR INTAKE FROM BOTH SIDES OF HOOD
S	BUG SCREEN	BLACK ALUMINUM BUG SCREEN MOUNTED BEHIND GRILLE, WITHOUT WINTER FRONT COVER
	AIR COMPRESSOR/DRYER	BENDIX HEATED AD9 AIR DRYER W/ WABCO 318 (18.7 CFM) AIR COMPRESSOR
	ALTERNATOR	LEECE NEVILLE 12V 160A BRUSHLESS
S	BATTERIES	(3) MACK 12V 650/1950 CCA THREADED STUD TYPE
S	BATTERY BOX - MOUNTING	LH RAIL UNDER CAB FORWARD OF FUEL TANK (3 BATTERY MAX)
	BATTERY BOX COVER	POLISHED ALUMINUM
	BATTERY DISCONNECT SWITCH	FLAMING RIVER BIG SWITCH WIRED TO POSITIVE SIDE
S	STARTER MOTOR	12 VOLT DELCO 39MT-MXT
	ENGINE BRAKE	MACK MP8 POWERLEASH
S	FAN DRIVE	BEHR FAN AND ELECTRONIC MODULATING VISCOUS FAN DRIVE
S	COOLANT PROTECTION	ETHYLENE GLYCOL FULLY FORMULATED COOLANT (50/50 MIX DYED PINK) TO -34DEG, W/ FILTER
S	HOSES - RADIATOR/HEATER	MACK EPDM RADIATOR & HEATER HOSES
	FUEL-WATER SEPARATOR	DAVCO 382, (FLUID HTD) FUEL HEATER/WATER SEPARATOR W/VENDOR PRIMARY
S	PRIMARY FUEL FILTER POSITION (CA)	STANDARD FUEL FILTER POSITION
	ENGINE HEATERS	12v ELECTRIC STARTING AID + 120v 1500w BLOCK HEATER + W/O OIL PAN HEATER
S	OIL PAN	OIL PAN
S	ENGINE STOP, EMERGENCY (CA)	WITHOUT ENGINE STOP, EMERGENCY

CLUTCH/TRANS EQUIPMENT		DESCRIPTION
S	GEAR SHIFTER	MACK mDRIVE-PREMIUM SHIFTER
S	CLUTCH	ZF/SACHS SINGLE PLATE 17" (430MM) ORGANIC MATERIAL
S	CLUTCH ACTUATION SYSTEM & PEDAL PAD	WITHOUT CLUTCH CABLE SYSTEM
	DRIVELINE - MAIN	MERITOR RPL35-SD, WITH CROSS SERRATED YOKE (PROPS2XL)
S	DRIVELINE - INTERAXLE	MERITOR RPL25
S	PROPELLR SHAFT MAIN, UNVSL JNT	UNIVERSAL JOINT CROSS SERRATED YOKE
S	PROP SHAFT INTERAXL UNIV JOINT	HALF-ROUND UNIVERSAL JOINT
S	TRANSMISSION OUTPUT TORQUE	TRANSMISSION OUTPUT TORQUE BASIC
S	BELL HOUSING	ALUMINUM
S	LUBRICANTS, TRANSMISSION	75W - 90 (SYNTHETIC LUBRICANT)
S	TRANSMISSION OIL COOLER	MACK mDRIVE TRANSMISSION OIL COOLER MOUNTED LH SIDE OIL TO WATER COOLER
	HILL START ASSIST	GRADE GRIPPER

FRONT AXLE EQUIPMENT		DESCRIPTION
	FRONT AXLE	14600# (6600 KG) MACK FXL14.6 STRAIGHT SPINDLE/UNITIZED BEARINGS
	SPRINGS - FRONT	MACK TAPERLEAF 14600# (6600 KG) GROUND LOAD RATING, EQUAL BIAS
	FRONT AXLE BRAKES	MERITOR "S" CAM TYPE 16.5" x 6" Q+

FRONT AXLE EQUIPMENT		DESCRIPTION
S	BRAKE, FRONT	CAST IRON
S	FRONT BRAKE ADJ. MANUFACTURE	HALDEX - AUTOMATIC
S	FRONT BRAKE CHAMBER MFG.	FRONT BRAKE CHAMBER MANUFACTURER, MGM
S	HUB MATERIAL, FRONT	FERROUS
S	SHOCK ABSORBER, FRONT	DOUBLE ACTING TYPE
S	STEERING	TRW TAS66 INTEGRAL POWER
S	LUBRICANTS, FRONT AXLE	PETROLEUM/SYNTHETIC (50/50) OIL FRONT AXLE

REAR AXLE EQUIPMENT		DESCRIPTION
	REAR AXLES - TANDEM	46000# (20900kg) MACK S460 FABRICATED STEEL HOUSING
S	REAR AXLE CASING WIDTH	W/O WIDE TRACK AXLE
S	CARRIER - REAR AXLE	CRDP150/151 AVAILABLE WITH OPTIONAL DRIVER CONTROLLED INTERWHEEL DIFFERENTIAL LOCKS, SEE 254 SYMBOL
	REAR AXLE RATIO	3.56 RATIO
	REAR SUSPENSION - TANDEM	MACK AL-461 AIR 46000# (NOT FOR USE WITH AIR DISC BRAKES)
	BOGIE SPREAD, REAR	52" AXLE SPACING (BOGIE WHEELBASE)
	SUSPENSION LEVELLING DEVICE	ELECTRICAL REGULATION LEVELING DEVICE
	AIR SUSPENSION DUMP WARNING	AIR SUSPENSION DUMP, SPEED LIMITED, WARNING INDICATOR & BUZZER
	REAR SHOCK ABSORBER	REAR SHOCK ABSORBER
	TRANSVERSE TORQUE RODS, R SUSP	TRANSVERSE TORQUE ROD - ALL AXLES
S	AUX.SPRING BRAKE QTY	AUX SPRING BRAKE QTY, 4 CHAMBERS
S	BRAKES - REAR	MERITOR "S" CAM 16.5"x7" Q+ (Total for QTY = 2)
S	BRAKE, DRIVE, REAR	CAST IRON
S	REAR BRAKE ADJ MANUFACTURE	HALDEX - AUTOMATIC (Total for QTY = 2)
	REAR BRAKE CHAMBER SIZE	REAR SPRING BRAKE CHAMBERS 30/30 TYPE
S	REAR BRAKE CHAMBER	MGM TR3030LP3THD BRAKE CHAMBERS (Total for QTY = 2)
S	HUB MATERIAL, DRIVE	IRON PRESET REAR HUB W/INTEGRATED SPINDLE NUT
S	POWER DIVIDER LOCKOUT	POWER DIVIDER LOCKOUT, W/BUZZER & LIGHT
S	LUBRICANTS, REAR AXLE(s)	FACTORY OPTION LUBE - REAR AXLE
S	ANTILOCK BRAKE SYSTEM	MACK ROAD STABILITY ADVANTAGE BENDIX ABS/ATC/ESP W/YAW CONTROL 4S4M
S	BRAKE VALVE VERSION	BENDIX SWITCHES AND VALVES WHERE POSSIBLE
S	SPRING BRAKE INVERSION VALVE	TRACTOR SPRING BRAKE INVERSION VALVE

FRAME EQUIPMENT/FUEL TANKS		DESCRIPTION
	WHEELBASE	213"
	AF (OVERHANG)	56"
	FRAME RAILS & LINERS	9.5 x 90 x 300mm - (0.37" x 3.54" x 11.81"); RBM 2,470,000 LB-IN
S	FRONT FRAME EXT. (BOLTED ON)	6" BOLT ON FRAME EXTENSION
S	FRONT FRAME LENGTH	STANDARD BUMPER POSITION
S	CROSSMEMBERS	BOC AND INTERMEDIATE(S) STEEL HD BACK-TO-BACK CHANNEL
	REAR CROSSMEMBER OPTIONS	BOXED AND TAPERED CLOSING CROSSMEMBER FOR USE W/ BUILT IN TAIL LAMPS
	REAR FRAME TREATMENT	FURNISH TAPERED & FLANGED FRAME RAIL ENDS (28 DEG) FOR USE W/BUILT IN TAIL LAMPS
	MUDFLAP HANGERS, REAR AXLE	BETTS B60S (ANGLED) STAINLESS STEEL W/INTEGRATED REFLECTIVE TAPE
	MUDFLAP TYPE, REAR AXLE	BLACK POLYETHYLENE WITH WHITE "MACK" LETTERS
S	FRONT BUMPER	EXTENDED-SWEPT BACK-STEEL

FRAME EQUIPMENT/FUEL TANKS		DESCRIPTION
S	TOWING DEVICE, FRONT	HOOKS
S	FUEL LEVEL SENDER UNIT, LIQUID	BASIC FUEL LEVEL SENDER MOUNTED ON L.H TANK
	FUEL TANK - LH	88 GALLON (335 L) 22" ALUMINUM D-SHAPE
S	FUEL TANK - RH	W/O RH FUEL TANK
S	FUEL FILLER NECK OPTIONS	WITHOUT FILLER NECK SCREEN, WITH NON-LOCKABLE FUEL TANK CAP
	FUEL LINE OPTIONS, LIQUID	W/O FUEL LINE OPTION
S	CAB INSTEP VERSION	STANDARD 2 STEP CAB ACCESS
	QUARTER FENDERS	STAINLESS STEEL QUARTER FENDERS

AIR/BRAKE		DESCRIPTION
S	AIRTANK DRAIN VALVE	MANUAL (PETCOCK) DRAIN VALVES ON ALL TANKS
S	AIRTANK MATERIAL	STEEL
S	AIR DRYER POSITION (CA)	W/O RELOCATION OPTION
	RELOCATE AIR RESERVOIRS	UNDER BATTERY BOX, REMAINING BETWEEN FRAME RAILS
S	PARKING BRAKE VALVE	TWO (2) VALVE DUAL BRAKE SYSTEM - TRAILER SUPPLY AND TRACTOR-TRAILER PARK

ELECTRICAL		DESCRIPTION
S	ROOF MARKER LIGHT	(5) TRUCKLITE CHROME BULLET ROOF MARKER & STANDARD MARKER / DIRECTIONAL SIGNAL
S	DAYTIME RUNNING LIGHTS	DRL WHEN ENGINE RUNNING & PARK BRAKE OFF
	TAIL LAMPS	LED STOP & TAIL LAMPS W/BACKUP LAMP & LICENSE PLATE MTD IN TAPERED CROSSMEMBER

TRAILER CONNECTIONS		DESCRIPTION
S	FIFTH WHEEL	AIR - JOST JSK37USL SERIES, LH RELEASE (AVAIL: 6.73",7.76",8.74")
S	5TH WHEEL MOUNTING BRACKETS	SLIDING 5TH WHEEL MTG, 24" TRAVEL
S	FIFTH WHEEL ANGLE MATERIAL	STEEL FIFTH WHEEL ANGLES
S	5TH WHEEL ANGLE THICKNESS	5TH WHEEL ANGLE, 10MM THICKNESS
	5TH WHEEL OFFSET	50" BOGIESPREAD = -1" OFFSET, 52" BS = 0", 54" BS = 1", 55" BS = 1.5", 4x2 = - 26"
S	GROUND TO 5TH WHEEL TOP HGT.	1270MM (50") GROUND TO 5TH WHEEL TOP HEIGHT
	FIFTH WHEEL LEG-HEIGHT (KAX Result)	197MM (7.75"), FIFTH WHEEL LEG-HEIGHT (SELECTED BY KAX)
S	TRAILER BRAKE VALVE	HAND CONTROL VALVE FOR TRAILER BRAKES W/ AIR CONNECTIONS OR SERVICE BRAKES W/O AIR CONNECTIONS
S	TRAILER CONNECTION POSITION	TRAILER AIR BRAKE CONNECTIONS, BACK OF CAB
S	TRAILER BRAKE HOSEHANGER	HOSE TENDER, POGO STICK (CHASSIS MOUNTED)
S	TRAILER ELECTRICAL RECEPT	SINGLE, 7 PINS STD SAE TYPE, BACK OF CAB
S	TRAILER BRAKE HOSES & CABLES	TRAILER AIR HOSES (12' NON-COILED TYPE)
S	TRAILER ELECTRICAL CABLE CONFIG	TRAILER ELECTRICAL CORD (12' NON-COILED TYPE)
S	TRAILER CONNECTORS HOLDER	ELECTRICAL PLUG HOLDER (INCLUDES GLAD HAND STORAGE)

PTO		DESCRIPTION
S	PTO - REAR MOUNTED	W/O TRANSMISSION MOUNTED PTO - (mDRIVE ONLY)
S	POWER TAKE OFF CONTROL	mDRIVE SINGLE PTO PREP KIT W/ ILLUMINATED DASH MOUNTED SWITCH & PIPING FOR LOCAL INSTALL
S	PTO TRANS NEUTRAL CONTRL CHECK	W/O NEUTRAL CONTROL

SPECIALTY EQUIPMENT		DESCRIPTION
S	DATA CAPTURE	WITHOUT DATA CAPTURE

CAB INTERIOR (A THRU G)		DESCRIPTION
S	GAUGES - UNIT OF MEASURE	U.S. UNITS (PREDOMINANT)
S	AIR CONDITIONING/HEATER	BLEND AIR HVAC W/"ATC" TEMP REGULATION
S	DOME LAMP, INTERIOR	(4) DOME LAMPS - DOOR AND SWITCH ACTIVATED
	FLOOR COVERING	POLYURETHANE FLOOR MAT W/ REMOVABLE INSERTS

CAB INTERIOR (H THRU R)		DESCRIPTION
S	INSTMNT CLUSTER LANGUAGE	DEFAULT: ENGLISH, SPANISH, FRENCH
S	KEY TYPES FOR DOORS	ALL CHASSIS KEYED AT RANDOM
S	DOOR OPENING OPTIONS	W/O ELECTRONIC KEYLESS ENTRY
S	AUDIO ACCOMMODATION	PREMIUM STEREO, AM/FM, CD-PLAYER, MP3, WEATHER BAND, BLUETOOTH
S	ANTENNA - RADIO	RADIO ANTENNA, CAB MOUNTED BEHIND LH DOOR
S	POWER LEADS	POWER LEADS (5-WAY BINDING POSTS FOR CB RADIO) IN HEADER CONSOLE
S	AUDIO SPEAKER LOCATION	SPEAKER LOCATION, IN DOORS, MIDDLE HIGH SIDE PANEL
S	COM.RADIO PREP KIT (CB)	CB RADIO MOUNTING REINFORCEMENT IN HEADER CONSOLE
S	AUXILIARY REAR WINDOW	REAR WINDOW (FIXED TYPE)
S	REAR WALL STORAGE COMPARTMENT	STORAGE POUCH REAR

CAB INTERIOR (S THRU Z)		DESCRIPTION
	INTERIOR TRIM LEVELS	PREMIUM PACKAGE, STEEL GRAY (Package 12A)
S	SEAT - DRIVER'S	MACK-AIR, HIGH BACK, 1 CHAMBER AIR LUMBAR
S	SEAT COVERING - DRIVER'S	DRIVER'S SEAT - STEEL GREY VINYL
	SEAT - PASSENGER'S	MACK-AIR, HIGH BACK, 1 CHAMBER AIR LUMBAR
S	SEAT COVERING - PASSENGER'S	PASSENGER'S SEAT - STEEL GREY VINYL
	SEAT ARMREST	INBOARD MOUNTED ARM REST, DRIVER'S & RIDER'S SEAT
S	SEAT BELT(S)	LAP & SHOULDER (BOTH SEATS) CAB MOUNTED SHOULDER BELT ADJUSTMENT (NOT AVAIL W/EXTENDED RIDER SEAT)
S	IGNITION TYPE	KEY TYPE
	STEERING WHEEL	2 SPOKE LEATHER GRIP, SATIN ALUMINUM SPOKES, WITH SWITCHES
S	WINDSHIELD TYPE	TWO PIECE WINDSHIELD
S	CAB GLASS	TINTED WINDSHIELD & SIDE WINDOWS & REAR WINDOW (IF EQUIPPED)
S	WASHER RESERVOIR POSITION	W/O WINDSHIELD WASHER OPTION
S	WINDSHIELD WIPERS	2 SPEED ELECTRIC MOTOR W/INTERMITTENT FEATURE

CAB - SLEEPER BOX		DESCRIPTION
S	SLEEPER BOX - WINDOW	WITHOUT SLEEPER BOX WINDOWS

CAB EXTERIOR		DESCRIPTION
	AIR INTAKE GRILL / HOOD LATCH - FINISH	GRAY AIR INTAKE WITH BRIGHT HOOD LATCHES
S	GRILLE	SILVER PAINTED W/O GRILLE SURROUND
S	PASSENGER SIDE VISIBILITY OPTIONS	AUXILIARY WINDOW IN RH DOOR
	GRAB HANDLES	BF EXTERIOR CAB GRAB HANDLES, BLACK GRAB HANDLE RH INTERIOR WINDSHIELD POST

CAB EXTERIOR		DESCRIPTION
S	REAR CAB SUSPENSION	REAR CAB SUSPENSION, AIR
S	HORN - AIR	(1) MACK RECTANGULAR SINGLE TRUMPET
S	HORN - ELECTRICAL	SINGLE TONE
	MIRRORS - EXTERIOR	HADLEY/KAM 4-WAY W/CHROME SHELL RH/LH BOTH MOTORIZED AND HEATED
S	MIRRORS - CONVEX TYPE CAB DOORS	BRIGHT FINISH, LH & RH, 8" DIAMETER CONVEX
	SUN VISOR - EXTERIOR	SUN VISOR, EXTERIOR, FIBERGLASS (PAINTED)

AERODYNAMIC DEVICES		DESCRIPTION
S	CAB AERODYNAMIC PACKAGES	WITHOUT CAB AERO AIDS
S	FRONT CHASSIS AERODYNAMIC PACKAGE	WITHOUT FRONT AERODYNAMIC FAIRINGS

WHEELS & TIRES		DESCRIPTION
	TIRES BRAND/TYPE - FRONT	11R22.5 H BRIDGESTONE R268 ECOPIA (13220 lbs) (Total for QTY = 2)
S	GHG STEER TIRE CATEGORY (PAWS)	LOW ROLLING RESISTANCE, BETTER FUEL ECONOMY
	WHEELS - FRONT	22.5x8.25 ALCOA LVL ONE CLEAN BUFFED ALUM, 5.71" INSET, SEVERE SERVICE, 10 HOLE HUB PILOTED (Total for QTY = 2)
	TIRES BRAND/TYPE - REAR	11R22.5 G BRIDGESTONE M726 ELA (23360 lbs) (DRIVE ONLY) (Total for QTY = 8)
	GHG DRIVE TIRE CATEGORY (PAWS)	OTHER (NON-SPECIFIED), VERY POOR FUEL ECONOMY
S	WHEELS - REAR	22.5x8.25 ALCOA ULTRA ONE CLEAN BUFFED ALUM, , 6.60" OFFSET, 10 HOLE HUB PILOTED (Total for QTY = 8)
S	DRIVE WHEEL STUDS	DRIVE WHEEL STUDS LONGER LENGTH
S	TIRE INFLATION VALVE	STANDARD VALVE STEMS AND CAPS
	FRONT HUB/WHEEL TRIM	FRONT HUB TRIM, 1-PIECE COVER, BLACK
	REAR HUB/WHEEL TRIM	REAR HUB TRIM, 1-PIECE COVER, BLACK (Total for QTY = 2)
	AUXILIARY HUB/WHEEL TRIM	WITHOUT AUXILIARY HUB/WHEEL TRIM
S	WHEEL NUT & FINISH, FRONT	WHEEL NUT BASIC FINISH, FRONT
S	WHEEL NUT FINISH, REAR (CA)	WHEEL NUT BASIC FINISH, REAR

COMMUNICATION SYSTEMS		DESCRIPTION
S	CO-PILOT - DISPLAY FEATURES ACCESS LEVEL	CO-PILOT DISPLAY, DRIVER ACCESS LEVEL 1
S	TELEMATIC GATEWAY	TELEMATICS GATEWAY, 4G/LTE AND WLAN SYSTEM WITH DIAGNOSTIC SERVICES

ENGINE ELECTRONICS		DESCRIPTION
S	OIL PRESSURE, ENGINE SHUTDOWN	OIL PRESSURE, ENGINE SHUTDOWN
S	COOLANT TEMP, ENGINE SHUTDOWN	COOLANT TEMP, ENGINE SHUTDOWN
S	ENGINE PROTECTION SYSTEM	ENGINE PROTECTION (SHUTDOWN)
S	ENGINE IDLE CONTROL	IDLE CONTROL, 650 RPM
S	SMART IDLE ELEVATED IDLE RPM TIME	INCREASE 10 MINUTE MAXIMUM TIME
S	IDLE S/D ABS TAMPER CHECK	IDLE SHUTDOWN ABS TAMPER CHECK, ENABLED
S	IDLE S/D WARNING TIME	30 SEC IDLE S/D WARNING TIME
S	IDLE S/D IF WARM-UP TEMP	38C DEG (100F), WARM UP TEMP DELAY
S	IDLE S/D WARM-UP TIMER	5 MIN. WARM UP TIME DELAY
S	IDLE S/D IF PTO ACTIVE	ENGINE IDLE SHUTDOWN TIME OVERRIDDEN IF PTO ACTIVE
S	IDLE SHUTDOWN IF POWER > LIMIT	ENG IDLE SHUTDOWN TIME OVERRIDDEN IF TORQUE > THAN LIMIT
S	IDLE S/D OVERRIDE %ENGINE LOAD	IDLE SHUTDOWN OVERRIDE UPTO 20% ENGINE LOAD THRESHOLD

ENGINE ELECTRONICS		DESCRIPTION
S	AMBIENT TEMP MIN TRESHOLD	AMBIENT TEMP MIN TRESHOLD, 16 DEG C, (60 DEG F)
S	AMBIENT TEMP MAX TRESHOLD	AMBIENT TEMP MAX TRESHOLD, 27 DEG C, (80 DEG F)
S	EL HD THROTTLE,MAX ROAD SPEED	ELECTRONIC HAND THROTTLE, MAX ROAD SPEED, 16 KMH (10 MPH)
S	EL HAND THROTTLE,MAX ENG SPEED	ELECTRONIC HAND THROTTLE, MAX ENGINE SPEED, 1000 RPM
S	EL HAND THROTTLE,MIN ENG SPEED	ELECTRONIC HAND THROTTLE, MIN ENGINE SPEED, 700 RPM
S	EL HD THROTTLE,SPEED RAMP RATE	ELECTRONIC HAND THROTTLE, SPEED RAMP RATE, 100 RPM/SEC

TRANSMISSION ELECTRONICS		DESCRIPTION
	TRANSMISSION DRIVE MODE PACKAGES, mDRIVE	mDRIVE- EZ SHIFT - ECON, & PERF DRIVE MODES, AUTO RETURN (premium)
S	TRANSMISSION KICK-DOWN MODE	MACKCELLERATOR ENABLE
S	TRANSMISSION ELECTRONICS PACKAGE	W/O ELEC TRANS PACKAGE OPTION (all non-Allison transmissions)
S	TRANSMISSION ELECTRONIC SHIFTING PROPERTIES	W/O ALLISON FUELSENSE 2.0 PROGRAMMING

VEHICLE ELECTRONICS		DESCRIPTION
S	CRUISE CONTROL	CRUISE CONTROL
S	CRUISE CONTROL, MAX SPEED	MAX CRUISE, 105 KPH (65 MPH)
S	CRUISE CONTROL MIN SPEED	MIN CRUISE, 32 KPH (20 MPH)
S	CRUISE RESUME WITH CLUTCH	CRUISE RESUME WITH CLUTCH
S	ENG BRK ENGAGE IN CRUISE	ENG BRK ENGAGE IN CRUISE, 3 MPH, ABOVE SET SPEED
S	PEDAL RSL SETTING	101 KM/H PEDAL ROAD SPEED LIMITER (63MPH)
S	ROAD SPEED LIMITER SETTING	105 KM/H ROAD SPEED LIMITER(65 MPH)
S	PDLO ENGAGED VLS	POWER DIVIDER LOCK OUT (PDLO) ROAD SPEED LIMIT 8KMH (5MPH)
S	MAXIMUM ENG SPEED AT 0 MPH	1000 MAXIMUM ENGINE SPEED AT 0 MPH
S	DETECTION SPEED SENSR TMPRNG	DETECTION OF SPEED SENSOR TAMPERING, ENABLE
S	ENG TORQUE LIMIT,SPEED SENSOR	ENG TORQUE LIMITED TO 50%, IF SPEED SENSOR TAMPER DETECTED
S	DRIVER ID FUNCTION	DRIVER ID FUNCTION, DISABLED
S	DR PERFORMANCE PARAMETERS	WITHOUT DRIVER PERFORMANCE PARAMETERS
S	ENGINE OVERSPEED,ALL COND, LOG	ENGINE OVERSPEED, ALL CONDITIONS, TIME LOG IF ABOVE 2200 RPM
S	ENGINE OVERSPEED,FUELED, LOG	ENGINE OVERSPEED, FUELED, TIME LOG IF ABOVE 2100 RPM
S	VEHICLE OVERSPEED,ALL COND,LOG	VEHICLE OVERSPEED,ALL COND, TIME LOG IF ABOVE 75MPH (121KMH)
S	VEHICLE OVERSPEED, FUELED, LOG	VEHICLE OVERSPEED, FUELED, TIME LOG IF ABOVE 70MPH (113KMH)
S	ENGINE IDLE DELAY TO LOG	ENGINE IDLE DELAY TO START LOG, 2 MIN
S	PERIODIC TRIP LOG DAY OF MONTH	PERIODIC TRIP LOG, DAY 1 OF THE MONTH

PTO ELECTRONICS		DESCRIPTION
S	TRANS PTO1 SPLITTER RANGE	PTO1 FOR SPLITTER RANGE - KEYPAD REMOTE CONTROLLED
S	TRANS PTO2 SPLITTER RANGE	PTO2 FOR SPLITTER RANGE - KEYPAD REMOTE CONTROLLED
S	PTO1 SINGLE SPEED CONTROL RPM.	PTO 1ST, SINGLE SPEED SETTING, 1000 RPM
S	PTO 1ST, MAX ROAD SPEED	1ST PTO, MAX ROAD SPEED, 10 MPH (16 KPH)
S	PTO 1ST, SPEED RAMP RATE	PTO 1ST, SPEED RAMP RATE 100 RPM/SEC
S	PTO 1ST, MAX ENGINE SPEED	PTO 1ST, MAX ENGINE SPEED, 2100 RPM
S	PTO 1ST, ROAD SPEED LIMIT	PTO 1ST, ROAD SPEED LIMIT, 97 KMH (60 MPH)
S	PTO 1ST, MINIMUM ENGINE SPEED	PTO 1ST, MINIMUM ENGINE SPEED, 600 RPM
S	PTO 2ND, SINGLE SPEED SETTING	PTO 2ND, SINGLE SPEED SETTING, 1000 RPM

PTO ELECTRONICS		DESCRIPTION
S	PTO 2ND, MAX ROAD SPEED	2ND PTO, MAX ROAD SPEED, 10 MPH (16 KPH)
S	PTO 2ND, SPEED RAMP RATE	PTO 2ND, SPEED RAMP RATE 100 RPM/SEC
S	PTO 2ND, MAX ENGINE SPEED	PTO 2ND, MAX ENGINE SPEED, 2100 RPM
S	PTO 2ND, ROAD SPEED LIMIT	PTO 2ND, ROAD SPEED LIMIT, 97 KMH (60 MPH)
S	PTO 2ND, MINIMUM ENGINE SPEED	PTO 2ND, MINIMUM ENGINE SPEED, 600 RPM

PAINT		DESCRIPTION
S	PAINT DESIGN	SINGLE COLOR
S	PAINT TYPE	SOLID PAINT
S	PAINT COLOR - FIRST COLOR	MACK WHITE; P9188
S	PAINT COLOR - SECOND COLOR	NO SECOND TRUCK COLOR PROVIDED; NO COLOR
S	PAINT COLOR - THIRD COLOR	NO THIRD TRUCK COLOR PROVIDED; NO COLOR
S	PAINT - CAB PAINT SYSTEM	PAINT - CAB, URETHANE CLEAR COAT
S	CAB COLOR	SAME AS FIRST COLOR - CAB
S	HOOD COLOR	SAME AS FIRST COLOR - HOOD
S	SUN VISOR COLOR	SAME AS FIRST COLOR - SUN VISOR
S	SLEEPER ROOF COLOR	WITHOUT SLEEPER ROOF COLOR
S	ROOF FAIRING COLOR	WITHOUT ROOF FAIRING
S	CHASSIS RUNNING GEAR	MACK BLACK (URETHANE)
S	BUMPER	PAINT BUMPER SAME COLOR AS CHASSIS RUNNING GEAR
S	FUEL TANK - ***NO INVENTED VARIANTS ALLOWED in the FUEL TANK PAINT FAMILY***	W/O OPTIONAL FUEL TANK PAINT
S	HUBS & DRUMS-FRONT	SAME AS CHASSIS RUNNING GEAR
S	HUBS & DRUMS-REAR	SAME AS CHASSIS RUNNING GEAR

CALCULATED CODES - KAX		DESCRIPTION
S	PROPCALC SELECTION	YES, THE ORDER MUST BE CALCULATED

BASE WARRANTY & PURCHASED COVERAGES		DESCRIPTION
S	VEHICLE WARRANTY TYPE	HEAVY DUTY WARRANTY CLASSIFICATION
S	BASIC CHASSIS COVERAGE	HEAVY DUTY STANDARD BASE COVERAGE 12 MONTHS/100,000 MILES (161,000 KM)
S	ENGINE WARRANTY	MACK MP7/MP8 BASE ENGINE COVERAGE 24 MONTHS / 250,000 MILES (402,000KM)
S	EMISSION COMPONENT COVERAGE	US and CANADA EQUIPPED VEHICLE EMISSION COMPONENTS COVERAGE 60 MONTHS/100,000 MILES (161,000 KM)
S	TRANSMISSION WARRANTY	36 MONTHS: STANDARD mDRIVE HD TRANSMISSIONS HEAVY DUTY WARRANTY
S	CARRIER & AXLE HOUSING WARRANTY	STANDARD MACK HEAVY DUTY COVERAGE 36 MONTHS / 350,000 (563,000 KM)
S	AIR CONDITIONING WARRANTY	AIR CONDITIONING STANDARD COVERAGE (Sealed System Only) 12 MONTHS UNLIMITED MILEAGE
S	CHASSIS TOWING WARRANTY	STANDARD NORMAL / HEAVY DUTY CHASSIS TOWING 90 DAYS OR 5,000 MILES
S	ENGINE TOWING WARRANTY	STANDARD MACK ENGINE TOWING COVERAGE 24 MONTHS/250,000 MILES (402,000 KM)
S	GUARDDOG CONNECT BUNDLE	24 MONTH - GUARDDOG CONNECT WITH MACK OTA (with ASIST and Mack OneCall))
S	PREMIUM MAINTENANCE - CHASSIS LUBE AND INSPECTION	W/O PREMIUM MAINTENANCE - CHASSIS LUBE AND INSPECTION COVERAGE

Z - TO BE DISCONTINUED - GOING OBSOLETE		DESCRIPTION
S	PAINTED DISC WHEELS, FRONT	WITHOUT PAINT

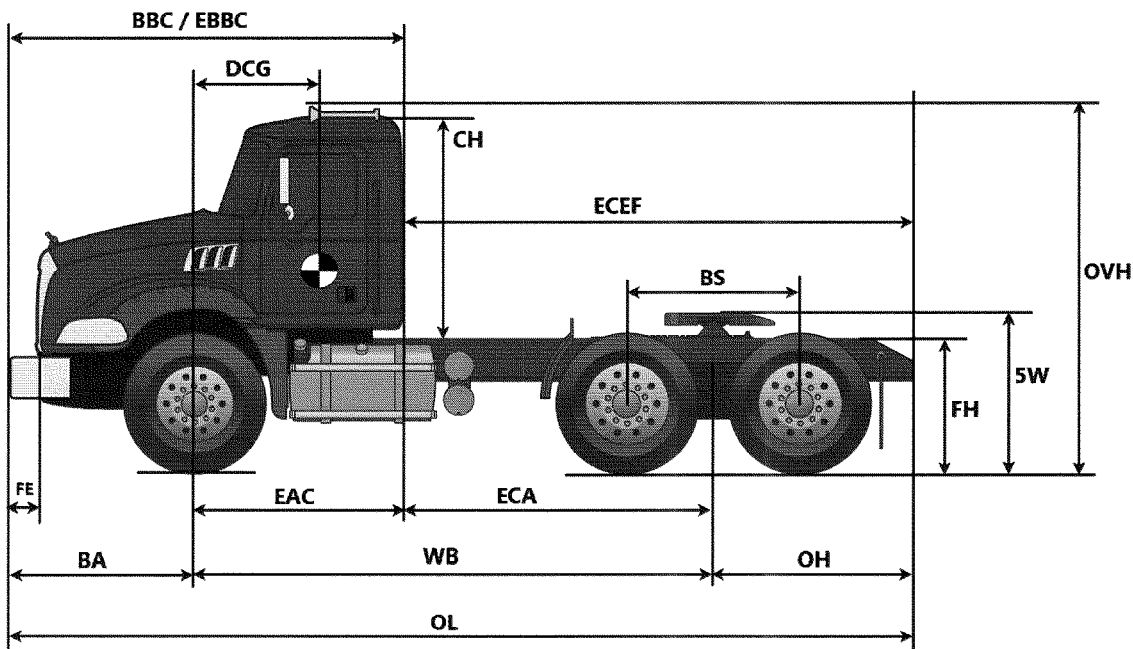
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Z - TO BE DISCONTINUED - GOING OBSOLETE	DESCRIPTION
S PAINTED DISC WHEELS, REAR	WITHOUT PAINT



VEHICLE SPECIFICATION/CALCULATED PERFORMANCE SUMMARY

Description	Sales Code	Dwg Ref	Length	UOM
Front Frame Extension	N/A	FE	6.1	INCHES
Bumper to Front Axle	N/A	BA	51.1	INCHES
Wheelbase	N/A	WB	213.0	INCHES
Rear Overhang	N/A	OH	56.5	INCHES
Overall Length	N/A	OL	326.7	INCHES
Bumper to Back of Cab	N/A	BBC	116.5	INCHES
Eff. Bumper to Back of Cab	N/A	EBBC	122.6	INCHES
Eff. Cab to Rear Axle	N/A	ECA	147.5	INCHES
Eff. Front Axle to Back of Cab	N/A	EAC	65.5	INCHES
Eff. Cab to End of Frame	N/A	ECEF	204.0	INCHES
Unladen 5th Wheel Height	E5BAFX	5W	50.0	INCHES
Unladen Frame Height	N/A	FH	42.2	INCHES
Cab Height	N/A	CH	70.9	INCHES
Overall Height	N/A	OVH	116.2	INCHES
Driver CG	N/A	DCG	47.2	INCHES
52" AXLE SPACING (BOGIE WHEELBASE)	GWXBYX	BS	52.0	INCHES
Second Front Axle Spacing	RHXZ1X	SFAS	0.0	INCHES



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Top View image requires selecting a Chassis Packaging Solution (PK4/PK5/PK7/PK8) on GRANITE and GRANITE MHD models.