

COUNCIL MEETING AGENDA

Casper City Council

City Hall, Council Chambers

Tuesday, December 17, 2019, 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)

AGENDA

1. ROLL CALL
2. BOB KING AND PLEDGE OF ALLEGIANCE
3. CONSIDERATION OF MINUTES OF THE DECEMBER 3, 2019 REGULAR COUNCIL MEETING, AS PUBLISHED IN THE CASPER STAR-TRIBUNE ON DECEMBER 13, 2019
4. CONSIDERATION OF MINUTES OF THE DECEMBER 10, 2019 SPECIAL COUNCIL MEETING, AS PUBLISHED IN THE CASPER STAR-TRIBUNE ON DECEMBER 16, 2019

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5. CONSIDERATION OF MINUTES OF THE DECEMBER 10, 2019 EXECUTIVE SESSION – LITIGATION AND PERSONNEL

6. CONSIDERATION OF BILLS AND CLAIMS

7. COMMUNICATIONS

A. From Persons Present

8. ESTABLISH DATE OF PUBLIC HEARING

A. Consent

1. Establish January 7, 2020, as the Public Hearing Date for Consideration of:

- a. Amendment to Section 10.24.020 of the Casper Municipal Code Pertaining to the **Metro Road Speed Zone.**

9. PUBLIC HEARINGS

A. Resolution

1. Authorizing the Submission of a **Wyoming Business Council Grant**, in an Amount up to \$500,000, for the **First Street Gateway Project.**

B. Minute Action

1. Transfer of Ownership for **Retail Liquor License No. 36**, Owned by Urban Market Wines, LLC d/b/a **Urban Bottle Wine & Spirits**, Located at 410 South Ash Street.
2. New **Bar and Grill Liquor License No. 12** for Adega, LLC., d/b/a **Qdoba Mexican Eats**, Located at 5030 East 2nd Street.
3. New **Bar and Grill Liquor License No. 13** for EDG, LLC., d/b/a **Qdoba Mexican Eats**, Located at 4009 CY Avenue.

10. THIRD READING ORDINANCES

A. **Plat** Creating the **Dewald Divide Addition**, a Subdivision Agreement, and a Zone Change of said Addition to C-2 (General Business), R-4 (High Density Residential) and ED (Educational District).

1. Communications from Persons Present

B. Amendment to Section 10.24.010 and Section 10.24.010 of the Casper Municipal Code pertaining to **Thirty and Forty Mile Per Hour Speed Zones.**

1. Communications from Persons Present

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10. THIRD READING ORDINANCES (continued)

C. Amending Section 2.04.040 of the Casper Municipal Code – **Salaries.**

1. Communications from Persons Present

11. SECOND READING ORDINANCES

A. Approving the **City-Initiated Annexation** of Properties Along the **West Side of South Poplar, South of West 50th Street**; and the Zoning of Said Properties as AG (Urban Agriculture).

1. Communications from Persons Present

B. Approving a **Plat and Subdivision Agreement** for the **Fairgrounds Home Addition No. 2.**

1. Communications from Persons Present

C. Approving the **Annexation and Plat** Creating the **Ihli Addition** to the City of Casper, and **Zoning** of said Addition as R-2 (One Unit Residential).

1. Communications from Persons Present

12. RESOLUTIONS

A. Consent

1. Authorizing a Contract for Professional Services with **292 Design Group, Inc.**, in the Amount of \$21,500, for a **Market Feasibility Study for a Casper Ice/Multi-Sports Complex.**
2. Authorizing a Utility Adjustment Agreement with the **Wyoming Department of Transportation** for the Relocation of a Sanitary Sewer Main for the **Interstate 25 & Casper Marginal Sewer Main Relocation Project.**
3. Accepting a Right-of-Way Easement from **James L. Allison**, as part of the **Midwest Avenue Reconstruction from Elm Street to Walnut Street Project.**
4. Authorizing an Agreement with **Wired Electric**, in the Amount of \$176,622, for the **Casper Events Center Arena Floor Lighting Upgrades.**
5. Accepting Grant from the **Wyoming Governor's Big Game License Coalition**, in the Amount of \$10,000, for **Wetlands Construction and Enhancement in the First Street Reach River Restoration.**

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12. RESOLUTIONS (continued)

A. Consent

6. Approving Contract with the **Platte River Trails Trust** for use of the **Optional 1%#16 Sales Tax Special Projects Funds** for Community Projects.
7. Establishing **Rates for Retail and Wholesale Water and Sewer Service**, to become Effective January 1, 2020 and January 1, 2021 and to Rescind Resolution No. 18-69.
8. Supporting the **Fundraising Effort by the Tripeny Family** for the Purpose of Expanding **Fort Caspar Museum**.
9. Regulating the **Operation of Highland Cemetery** and Establishing Fees, Services and Sale Policies, Rules and Regulations and Rescinding Resolution No. 18-139.
10. Authorizing a Real Estate Purchase Agreement, in the Amount of \$26,000, for the **Purchase of Real Property** from the **Imitate the Image Ministries**.
11. Establishing **Rates for Residential and Commercial Solid Waste Collection, Recycling, and Disposal Fees** at the Casper Solid Waste Facility, to become Effective January 1, 2020, and January 1, 2021, and Rescinding Resolution No. 18-70.

13. MINUTE ACTION

A. Consent

1. Authorizing the Purchase of One (1) New Combination **Sewer Jet and Vac Truck**, from **Floyds Truck Center**, Casper, Wyoming, in the Total Amount of \$435,846 Before Trade, for Use by the Waste Water Collection Division of the Public Services Department.
2. Authorizing the Purchase of One (1) New **Self-Contained, Self-Propelled Truck Mounted Striping Machine**, from **EZ-Liner**, Orange City, Iowa, in the Amount of \$373,673 Before Trade-In Allowance, for Use by the Traffic Division of the Public Services Department.
3. Authorizing the Appointments of New Members **Ms. Kerstin Ellis and Ms. Deb Clark** to the **Downtown Development Authority Board of Directors**.
4. Authorizing the Appointment of **Rob Hurless** to the **Amoco Reuse Agreement Joint Powers Board**.

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

15. ADJOURN INTO EXECUTIVE SESSION – LAND ACQUISITION

16. ADJOURNMENT

Upcoming Council meetings

Council meetings

6:00 p.m. Tuesday, January 7, 2019– Council Chambers

6:00 p.m. Tuesday, January 21, 2019 – Council Chambers

Work sessions

4:30 p.m. Tuesday, January 14, 2019 – Council Meeting Room

4:30 p.m. Tuesday, January 28, 2019– Council Meeting Room

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

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COUNCIL PROCEEDINGS
Casper City Hall – Council Chambers
December 3, 2019

1. ROLL CALL

Casper City Council met in regular session at 6:00 p.m., Tuesday, December 3, 2019. Present: Councilmembers Bates, Cathey, Freel, Hopkins, Lutz, Pacheco, and Mayor Powell. Absent: Councilmembers Huber and Johnson.

Moved by Councilmember Hopkins, seconded by Councilmember Freel, to, by minute action, excuse the absence of Councilmembers Huber and Johnson. Motion passed.

2. PLEDGE OF ALLEGIANCE

Girl Scout Troop 1839 led the audience in the Pledge of Allegiance.

3. MINUTES

Moved by Councilmember Pacheco, seconded by Councilmember Lutz, to, by minute action, approve the minutes of the November 19, 2019, regular Council meeting, as published in the Casper-Star Tribune on November 29, 2019. Motion passed.

4. EXECUTIVE SESSION MINUTES

Moved by Councilmember Cathey, seconded by Councilmember Bates, to, by minute action, approve the minutes of the November 19, 2019, executive session. Motion passed.

5. BILLS & CLAIMS

Moved by Councilmember Freel, seconded by Councilmember Bates, to, by minute action, approve payment of the December 3, 2019, bills and claims, as audited by City Manager Napier. Motion passed.

Bills & Claims 12/03/19

71Const	Projects	7,389.48
AMBI	Services	1,165.10
AAALndscpng	Services	330.00
AceHrdwr	Goods	41.05
Adecco	Services	280.82
AhernRntls	Services	563.40
AHiatt	Reimb	398.93
Airgas	Goods	129.20
Alsco	Services	281.78
AltitudeRecycling	Services	4,260.00
AmeriTech	Services	3.82
AmericanTitle	Services	500.00
Amerigas	Goods	737.54
ArcofNC	Funding	2,916.68
AtlanticElect	Services	3,120.00

AtlasOffice	Goods	1,126.34
AtlasRprdction	Services	7.80
BArellano	Reimb	303.83
BMartin	Reimb	1,387.80
BankofAmerica	Goods	44,141.48
BHEnergy	Services	27,819.47
BSims	Services	160.00
BWilladson	Reimb	129.95
Caselle	Services	75.00
CATC	Funding	8,750.00
CsprCollege	Services	428.57
CsprPD	Funding	600.00
CsprPPblcU	Utilities	144.06
CsprStarTrib	Ads	4,212.00
CsprTire	Goods	185.00
CenturyLink	Utilities	861.14
Cigna	Services	11,682.97
CityofCasper	Services	137,235.56
CivilEng	Services	30,547.54
ClctnCtr	Services	390.07
CommunicationTech	Services	2,069.99
Convergeone	Services	8,781.45
Core&Main	Goods	19,994.90
CrtApptdSpc	Services	1,944.50
CPU	Goods	7,322.39
CrimeSceneInfo	Services	109.87
DeltaDental	Services	1,557.50
DiamondVogel	Goods	71.98
DPC	Goods	7,011.65
FAConway	Services	100.00
ECsprVllyball	Funding	1,288.00
EngnrngDsign	Services	875.00
Envrnmntl&Cvl	Services	1,062.60
FirstData	Services	2,595.31
FirstIntrstBk	Services	599.86
FremontMtr	Goods	35,024.00
FullerEnt	Services	22,625.00
Galls	Services	7,364.68
GarageDrDudes	Services	140.00
GBS	Services	667.81
GlobalEquip	Goods	1,489.62
GlobalSpectrum	Funding	82,909.91
GolderAssoc	Projects	16,627.23
GvtJobs.com	Services	14,324.63
GrtrWyBigBr	Funding	6,514.54

Hein-Bond	Services	8,012.50
Homax	Goods	87,805.54
Inberg-Miller	Services	74.50
InterfaithofNC	Funding	8,541.69
JCKirk	Reimb	65.62
JKCEng	Projects	2,496.25
KnifeRvr	Projects	120,475.48
LatechEquip	Goods	9,396.98
LincolnNtl	Services	267.33
LisasSpicSpan	Services	100.00
LongBldg	Services	18,318.65
MachineryPwr	Goods	18,899.70
MercerHouse	Funding	8,001.38
MonsonJntrl	Services	4,079.81
MthrSetonHsng	Funding	9,076.38
MotionInd	Services	10,596.69
Motorola	Goods	7,864.48
MtnStates	Goods	158.45
MtnWest	Utilities	1,503.74
Nalco	Goods	63,648.00
NtlBenefitSvc	Services	399.55
NCHHealth	Funding	45,000.00
NCSheriff	Services	143,385.90
Nelson/NygaardCon	Services	18,908.49
Netmotion	Goods	10,837.58
Nicolaysent	Funding	18,633.00
Norco	Goods	499.22
NrthrnLghts	Goods	1,600.00
PCN	Services	243.48
PoliceFciltyDsgn	Services	31,895.00
PostalPros	Services	7,915.29
PwrScrnng	Goods	12,084.80
Proforce	Goods	1,950.00
RamshornConst	Services	27,585.94
RButler	Reimb	1,785.00
RDGIAInc	Services	20,884.36
RecyklingInd	Goods	21,842.71
RsrcMgmt	Goods	594.50
Ricoh	Goods	512.02
RckyMtnPwr	Utilities	179,995.74
RooterSvrSvcs	Services	432.00
SafetyKleen	Services	255.00
SelfHelpCtr	Funding	13,615.50
Shamrock	Services	516,827.13
ShrwinWlliams	Goods	704.69

SkylineRanches	Services	427.35
Smarsh	Services	1,838.50
Snomax	Goods	7,992.00
SoftDr	Goods	828.00
StateofWy	Unclaim	2,534.51
Stateline#7	Services	2,867.50
Stealth	Services	48,879.34
SterlingInfo	Services	547.35
SThomas	Reimb	150.00
SummitElct	Services	144.40
SWirtz	Reimb	124.73
TopOffice	Services	183.37
TwnsqrMedia	Services	500.00
TylerTech	Services	30,983.71
Uniforms2gear	Goods	1,388.98
UnitedWayofNC	Funding	946.94
Verizon	Utilities	547.21
VRCCo	Goods	112.50
WayneColemanConst	Services	1,282.08
WestPlnsEng	Services	3,500.00
WstrnPlnsLnscping	Services	27,483.36
WestlandPark	Services	3,193.62
WLCEng	Services	14,194.88
WYChild&Family	Funding	5,312.50
WYFoodBank	Funding	1,250.00
WYSteel	Goods	5,060.70
YouthCrisisCtr	Funding	17,452.50
Total		2,172,874.90

6. BRIGHT SPOT

Girl Scout Troop No. 1839 representatives Emma and Madeline shared their Troop's top goals for improving Casper in response to questions posed by Council at a previous meeting. Mayor Powell read and presented a proclamation to the Troop honoring Wyoming Women's Suffragette week.

7. COMMUNICATIONS FROM PERSONS PRESENT

Individuals addressing the Council were: Roberta Mundell, 3850 E.14th, urging Council to not increase the salary of the Mayor; Hank Schwartz, requesting specific areas around the hospital be 20 m.p.h. and that the downtown stretch of 2nd Street be redesigned; Gabriel Green, 5041 Pay it Forward Dr., requesting that Council uphold the 20 m.p.h. speed zone around the hospital; Tom Hall, 4017 Somerset, requesting stronger enforcement of traffic laws in Casper; and Tracy Lamont, 721 E. 12th, regarding various issues.

8. ESTABLISH PUBLIC HEARINGS

Moved by Councilmember Cathey, seconded by Councilmember Hopkins, to, by minute action, establish December 17, 2019, as the Public Hearing Date for Consideration of: transfer of ownership for Retail Liquor License No. 36, owned by Urban Market Wines, LLC d/b/a Urban Bottle Wine & Spirits, located at 410 South Ash Street; new Bar and Grill Liquor License No. 12 for Adega, LLC., d/b/a Qdoba Mexican Eats, located at 5030 East 2nd Street; new Bar and Grill Liquor License No. 13 for EDG, LLC., d/b/a Qdoba Mexican Eats, located at 4009 CY Avenue; and, Establish February 18, 2020, as the Public Hearing Date for consideration of Liquor License renewals for licensing period April 1, 2020 through March 31, 2021. Councilmember Freel abstained from voting on both bar and grill liquor license items. Motion passed.

9.A.1 PUBLIC HEARING - ORDINANCE

Mayor Powell opened the public hearing for the consideration of the City-initiated annexation of properties along the west side of South Poplar Street, south of West 50th Street; and the zoning of said properties as AG (Urban Agriculture).

City Attorney Henley entered three (3) exhibits: correspondence from Liz Becher to J. Carter Napier, dated November 27, 2019; an affidavit of publication, as published in the Casper-Star Tribune, dated November 18, 2019; and an affidavit of publication, as published in the Casper-Star Tribune, dated November 18, 2019. City Manager Napier provided a brief report.

Speaking in opposition were: Tracy Traxler, 5350 S. Poplar, and George Benson, 6680 S. Poplar. Mr. Benson asked about the Wyoming Statute regarding petitioning an annexation. City Attorney Henley stated that the situation would not apply because homeowners entered into an agreement with the City for outside-City water which also involved a commitment to voluntarily annex at a later time. Mr. Benson requested copies of said documents. City Manager Napier indicated that the materials would be provided. Also speaking in opposition were: Jim Thorpen, 6700 S. Poplar, and John Huff and wife Wendy, 5440 S. Poplar.

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

Following ordinance read:

ORDINANCE NO. 34-19

AN ORDINANCE APPROVING THE CITY-INITIATED ANNEXATION OF PROPERTIES ALONG THE WEST SIDE OF SOUTH POPLAR STREET, SOUTH OF WEST 50TH STREET; AND THE ZONING OF SAID PROPERTIES AS AG (URBAN AGRICULTURE).

Councilmember Lutz presented the foregoing ordinance for approval, on first reading. Seconded by Councilmember Hopkins. Councilmembers Hopkins, Bates and Mayor Powell shared their opinions on the matter. Councilmember Freel asked about the City services received in the area

and the arrangement agreed to at the time services were offered. He also asked about the health department requiring owners to connect to the sewer system. City Manager Napier explained that a commitment to annex was made when outside-City water was extended to the area. He also elaborated on what would cause a homeowner to be required to connect to the sewer system. Councilmember Cathey spoke on the topic of authorities stepping in should a septic system become a pollutant and City Manager Napier clarified on the matter. Mayor Powell shared his thoughts. Councilmember Bates voted nay. Motion passed.

9.A.2 PUBLIC HEARING - ORDINANCE

Mayor Powell opened the public hearing for the consideration of the plat of the Fairgrounds Home Addition No. 2.

City Attorney Henley entered two (2) exhibits: correspondence from Liz Becher to J. Carter Napier, dated November 15, 2019 and an affidavit of publication, as published in the Casper-Star Tribune, dated November 18, 2019. City Manager Napier provided a brief report.

Speaking in support was Steve Grimshaw, applicant.

There being no others to speak for or against the issues involving the Fairgrounds Home Addition No. 2, the public hearing was closed.

Following ordinance read:

ORDINANCE NO. 35-19

AN ORDINANCE APPROVING THE FAIRGROUNDS HOME ADDITION NO. 2 SUBDIVISION AGREEMENT AND THE VACATION OF A PORTION OF THE FAIRGROUNDS HOME ADDITION AND FINAL PLAT OF FAIRGROUNDS HOME ADDITION NO. 2, COMPRISING 2.17 ACRES, MORE OR LESS.

Councilmember Pacheco presented the foregoing ordinance for approval, on first reading. Seconded by Councilmember Hopkins. Councilmember Freel abstained from voting. Motion passed.

9.A.3 PUBLIC HEARING - ORDINANCE

Mayor Powell opened the public hearing for the consideration of the Ihli Addition.

City Attorney Henley entered two (2) exhibits: correspondence from Liz Becher to J. Carter Napier, dated November 15, 2019 and an affidavit of publication, as published in the Casper-Star Tribune, dated November 18, 2019. City Manager Napier provided a brief report.

Speaking in support was Brad Holwegner, WLC Engineering.

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

Following ordinance read:

ORDINANCE NO. 36-1
AN ORDINANCE APPROVING THE ANNEXATION, PLAT
AND SUBDIVISION AGREEMENT FOR THE IHLI ADDITION
TO THE CITY OF CASPER; AND ZONING SAID ADDITION R-
2 (ONE UNIT RESIDENTIAL).

Councilmember Bates presented the foregoing ordinance for approval, on first reading. Seconded by Councilmember Lutz. Motion passed.

10.A ORDINANCE— SECOND READING

Following ordinance read:

ORDINANCE NO. 32-19
AN ORDINANCE APPROVING A PLAT, SUBDIVISION
AGREEMENT AND ZONE CHANGE CREATING THE
DEWALD DIVIDE ADDITION SUBDIVISION IN THE CITY OF
CASPER, WYOMING.

Councilmember Freel presented the foregoing ordinance for approval, on second reading. Seconded by Councilmember Bates.

David Dewald, applicant, addressed Council with his concerns about the subdivision agreement, his meetings with the City Attorney, and the possible hold up of the platting of the land because of a lawsuit involving the City. Councilmember Hopkins made a point of order regarding how Mr. Dewald spoke of City staff. City Attorney Henley explained the terms within the subdivision agreement and stated that it was a fair contingency that would be based on a court decision. Mr. Dewald restated his concerns. Councilmember Cathey asked about Mr. Dewald's knowledge of the property issues. Mayor Powell made a point of order and stated that Council could not discuss litigation matters. Mayor Powell stated that this item is before Council on second reading and that other issues involving the property would be handled separately. Councilmember Hopkins called for the question. Motion passed.

10.B ORDINANCE— SECOND READING

Following ordinance read:

ORDINANCE NO. 33-19
AN ORDINANCE AMENDING SECTION 10.24.010 AND
SECTION 10.24.020 OF THE CASPER MUNICIPAL CODE
PERTAINING TO THIRTY AND FORTY MILE PER HOUR
SPEED ZONES.

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

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

11. ORDINANCE— FIRST READING

Following ordinance read:

ORDINANCE NO. 36-19
AN ORDINANCE TO AMEND SECTION 2.04.040 –SALARIES
OF THE CASPER MUNICIPAL CODE.

Councilmember Pacheco presented the foregoing ordinance for approval, on first reading. Seconded by Councilmember Hopkins. City Manager Napier provided a brief report.

Councilmembers spoke briefly on the matter. Councilmember Bates voted nay and Councilmember Freel abstained from voting. Motion passed.

12. CONSENT RESOLUTIONS

The following resolutions were considered, by consent agenda:

RESOLUTION NO. 19-234
A RESOLUTION AUTHORIZING A CONTRACT FOR OUTSIDE
-CITY SEWER SERVICE WITH RUBIS LAND COMPANY, LLC.

RESOLUTION NO. 19-235
A RESOLUTION AUTHORIZING A PROCUREMENT
AGREEMENT WITH KUBWATER RESOURCES, INC. FOR
EIGHT SUPERSACKS OF ZETAG 7593 POLYMER FOR USE AT
THE SAM H. HOBBS WASTEWATER TREATMENT PLANT.

RESOLUTION NO. 19-236
A RESOLUTION AUTHORIZING A PROCUREMENT
AGREEMENT WITH DESERT MOUNTAIN CORPORATION,
FOR THE 2020 ICE SLICER PROCUREMENT.

RESOLUTION NO. 19-237
A RESOLUTION AUTHORIZING THE PROFESSIONAL
SERVICES AGREEMENT FOR ROTATIONAL WRECKER AND
TOWING SERVICES.

RESOLUTION NO. 19-238
A RESOLUTION AUTHORIZING A CONTRACT WITH GRAVES
CONSULTING, LLC TO CONDUCT A COMPREHENSIVE
COMPENSATION AND CLASSIFICATION STUDY.

Councilmember Freel presented the foregoing five (5) resolutions for adoption. Seconded by Councilmember Cathey. City Manager Napier provided a brief report. Motion passed.

13. MINUTE ACTION— CONSENT

Moved by Councilmember Pacheco, seconded by Councilmember Lutz, to, by consent minute action, reject the bids for the CY Booster station replacement project; and authorize the reappointment of Mark Pepper to the Economic Development Joint Powers Board. Motion passed.

14. INTRODUCTION OF MEASURES AND PROPOSALS

Several Councilmembers complimented City staff for their cleanup of snow during and after the recent storm.

15. ADJOURNMENT

Mayor Powell noted the next meetings of the City Council will be a work session to be held at 4:30 p.m., Tuesday, December 10, 2019, in the Council's meeting room; and, a regular Council meeting to be held at 6:00 p.m., Tuesday, December 17, 2019, in the Council Chambers. Moved by Councilmember Cathey, seconded by Councilmember Freel, to, by minute action adjourn. Motion passed. The meeting was adjourned at 7:51 p.m.

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Charles Powell
Mayor

COUNCIL PROCEEDINGS - SPECIAL MEETING
Casper City Hall – Council Meeting Room
December 10, 2019

1. ROLL CALL

Casper City Council met in special session at 6:49 p.m., Tuesday, December 10, 2019. Present: Councilmembers Johnson, Freel, Huber, Pacheco, Hopkins, Cathey, Lutz, Bates and Mayor Powell.

2. ESTABLISH PUBLIC HEARING

Moved by Councilmember Cathey, seconded by Councilmember Lutz, to, by minute action, establish December 17, 2019, as the public hearing date for the submission of a Wyoming Business Council Enhancement Grant in the amount of \$500,000, for the First Street Gateway Project. Motion passed.

3. ORDINANCE– SECOND READING

Following ordinance read:

ORDINANCE NO. 36-19
AN ORDINANCE TO AMEND SECTION 2.04.040 –SALARIES
OF THE CASPER MUNICIPAL CODE.

Councilmember Pacheco presented the foregoing ordinance for approval, on second reading. Seconded by Councilmember Hopkins.

There was no public comment, discussion or amendments regarding the ordinance. Councilmembers Bates and Johnson voted nay and Councilmember Freel abstained from voting. Motion passed.

4. ADJOURN INTO EXECUTIVE SESSION

At 6:51 p.m., it was moved by Councilmember Freel, seconded by Councilmember Johnson to adjourn into executive session to discuss litigation and personnel. Motion passed.

At 7:38 p.m., it was moved by Councilmember Cathey, seconded by Councilmember Bates, to adjourn the executive session. Motion passed.

3. ADJOURNMENT OF SPECIAL MEETING

Moved by Councilmember Cathey, seconded by Councilmember Lutz to, by minute action, adjourn the special meeting. Motion passed.

The special meeting was adjourned at 7:39 p.m.

CITY OF CASPER, WYOMING

ATTEST:

A Municipal Corporation

Fleur D. Tremel
City Clerk

Charles Powell
Mayor

City of Casper - Bills and Claims for December 17, 2019

0970 CED

0970 CED	Hogadon - Operations	ELECTRICAL PARTS AND EQUIPMENT Lift buildin	\$30.00
<i>0970 CED - Total For Hogadon - Operations</i>			<i>\$30.00</i>
0970 CED - ALL DEPARTMENTS			\$30.00

5.11 TACTICAL.COM EC

5.11 TACTICAL.COM EC	Operations	Pants and Long Sleeve Shirt	\$152.23
<i>5.11 TACTICAL.COM EC - Total For Operations</i>			<i>\$152.23</i>
5.11 TACTICAL.COM EC - ALL DEPARTMENTS			\$152.23

71 CONSTRUCTION, INC

71 CONSTRUCTION, INC	Streets	1/2" Hot Mix	\$411.54
<i>71 CONSTRUCTION, INC - Total For Streets</i>			<i>\$411.54</i>
71 CONSTRUCTION, INC - ALL DEPARTMENTS			\$411.54

A.M.B.I. & SHIPPING,

A.M.B.I. & SHIPPING,	City Attorney	Postage	\$14.25
<i>A.M.B.I. & SHIPPING, - Total For City Attorney</i>			<i>\$14.25</i>
A.M.B.I. & SHIPPING,	Engineering	Postage	\$26.85
<i>A.M.B.I. & SHIPPING, - Total For Engineering</i>			<i>\$26.85</i>
A.M.B.I. & SHIPPING,	Health Insurance Fund	Postage	\$8.05
<i>A.M.B.I. & SHIPPING, - Total For Health Insurance Fund</i>			<i>\$8.05</i>
A.M.B.I. & SHIPPING,	Human Resources	Postage	\$19.20
<i>A.M.B.I. & SHIPPING, - Total For Human Resources</i>			<i>\$19.20</i>
A.M.B.I. & SHIPPING,	Police Administration	Postage	\$360.53
<i>A.M.B.I. & SHIPPING, - Total For Police Administration</i>			<i>\$360.53</i>
A.M.B.I. & SHIPPING,	Risk Management	Postage	\$0.60
<i>A.M.B.I. & SHIPPING, - Total For Risk Management</i>			<i>\$0.60</i>
A.M.B.I. & SHIPPING, - ALL DEPARTMENTS			\$429.48

ADVANCED HYDRAULICS

ADVANCED HYDRAULICS	Water - Distribution	o-rings	\$54.60
<i>ADVANCED HYDRAULICS - Total For Water - Distribution</i>			<i>\$54.60</i>
ADVANCED HYDRAULICS - ALL DEPARTMENTS			\$54.60

AED SUPERSTORE

AED SUPERSTORE	Prevention & Inspection	Wall Cabinet	\$161.70
<i>AED SUPERSTORE - Total For Prevention & Inspection</i>			<i>\$161.70</i>
AED SUPERSTORE - ALL DEPARTMENTS			\$161.70

AFFILIATES IN COUNSE

AFFILIATES IN COUNSE	Training	Hirz & Anderson Psych. Eval	\$600.00
AFFILIATES IN COUNSE	Training	Sonnesyn Psych. Eval	\$300.00
AFFILIATES IN COUNSE	Training	White Psych. Eval	\$300.00
<i>AFFILIATES IN COUNSE - Total For Training</i>			<i>\$1,200.00</i>
AFFILIATES IN COUNSE - ALL DEPARTMENTS			\$1,200.00

AIR DELIGHTS INC

AIR DELIGHTS INC	Buildings & Structures Fund	Bathroom door handles for Ice Arena	\$24.17
<i>AIR DELIGHTS INC - Total For Buildings & Structures Fund</i>			<i>\$24.17</i>
AIR DELIGHTS INC - ALL DEPARTMENTS			\$24.17

AIR SOLUTIONS INC

AIR SOLUTIONS INC	Buildings & Structures Fund	Plymovent for Fire Department	\$413.65
<i>AIR SOLUTIONS INC - Total For Buildings & Structures Fund</i>			<i>\$413.65</i>
AIR SOLUTIONS INC - ALL DEPARTMENTS			\$413.65

AIRGAS USA, LLC

AIRGAS USA, LLC	WWTP - Operations	Shop supplies	\$22.68
<i>AIRGAS USA, LLC - Total For WWTP - Operations</i>			<i>\$22.68</i>

AIRGAS USA, LLC - ALL DEPARTMENTS**\$22.68****ALBERTSONS #0060**

ALBERTSONS #0060	Human Resources	30 Year Celebration - Cake	\$23.99
ALBERTSONS #0060	Human Resources	Albertsons oranges for pretty water	\$1.76
ALBERTSONS #0060	Human Resources	Pretty Water	\$2.88
<i>ALBERTSONS #0060 - Total For Human Resources</i>			\$28.63
ALBERTSONS #0060	Planning - Admin	GROCERY STORES, SUPERMARKETS - Snacks for	\$32.68
<i>ALBERTSONS #0060 - Total For Planning - Admin</i>			\$32.68
ALBERTSONS #0060	Prevention & Inspection	Snacks for Prevention Meeting	\$25.76
<i>ALBERTSONS #0060 - Total For Prevention & Inspection</i>			\$25.76
ALBERTSONS #0060 - ALL DEPARTMENTS			\$87.07

ALBERTSONS #0062

ALBERTSONS #0062	Prevention & Inspection	Sacks for Prevention Activity	\$115.78
<i>ALBERTSONS #0062 - Total For Prevention & Inspection</i>			\$115.78
ALBERTSONS #0062 - ALL DEPARTMENTS			\$115.78

ALL TREES, LLC

ALL TREES, LLC	Parks - Parks Maint.	KCB Holiday Square	\$1,990.00
<i>ALL TREES, LLC - Total For Parks - Parks Maint.</i>			\$1,990.00
ALL TREES, LLC - ALL DEPARTMENTS			\$1,990.00

ALLURETECH

ALLURETECH	Miller St. Dorm	Miller House Internet	\$42.00
<i>ALLURETECH - Total For Miller St. Dorm</i>			\$42.00
ALLURETECH - ALL DEPARTMENTS			\$42.00

ALSCO

ALSCO	Balefill - Dispatch	Scalehouse Customer Lounge	\$65.00
<i>ALSCO - Total For Balefill - Dispatch</i>			\$65.00
ALSCO	Balefill - Proc	Uniforms	\$70.16

ALSCO	Balefill - Proc	Uniforms	\$81.26
ALSCO	Balefill - Proc	Uniforms	\$189.00
<i>ALSCO - Total For Balefill - Proc</i>			<i>\$340.42</i>
ALSCO	Buildings & Structures Fund	Floor Mats	\$65.00
<i>ALSCO - Total For Buildings & Structures Fund</i>			<i>\$65.00</i>
ALSCO	Refuse - Residential	Uniforms	\$56.10
ALSCO	Refuse - Residential	Uniforms	\$56.10
<i>ALSCO - Total For Refuse - Residential</i>			<i>\$112.20</i>
ALSCO	Streets	Uniforms 1310616, 1309223,1307856, 1306464	\$372.56
<i>ALSCO - Total For Streets</i>			<i>\$372.56</i>
ALSCO - ALL DEPARTMENTS			\$955.18

AMAZON.COM RN3BI34E3

AMAZON.COM RN3BI34E3	Ice Arena - Operations	STORAGE SHELIVING	\$119.55
<i>AMAZON.COM RN3BI34E3 - Total For Ice Arena - Operations</i>			<i>\$119.55</i>
AMAZON.COM RN3BI34E3 - ALL DEPARTMENTS			\$119.55

AMAZON.COM YY0NH5623

AMAZON.COM YY0NH5623	Operations	Clinician Stethoscope	\$35.78
<i>AMAZON.COM YY0NH5623 - Total For Operations</i>			<i>\$35.78</i>
AMAZON.COM YY0NH5623 - ALL DEPARTMENTS			\$35.78

AMERICAN BAR ASSOCIA

AMERICAN BAR ASSOCIA	City Attorney	MEMBERSHIP ORGANIZATIONS NOT ELSEWHERE	\$95.00
<i>AMERICAN BAR ASSOCIA - Total For City Attorney</i>			<i>\$95.00</i>
AMERICAN BAR ASSOCIA - ALL DEPARTMENTS			\$95.00

AMERIGAS - CASPER

AMERIGAS - CASPER	Balefill - Dispatch	Propane Waste Bldg Heat	\$958.09
AMERIGAS - CASPER	Balefill - Dispatch	Cylinder Propane	\$126.84
AMERIGAS - CASPER	Balefill - Dispatch	Propane	\$254.29
<i>AMERIGAS - CASPER - Total For Balefill - Dispatch</i>			<i>\$1,339.22</i>
AMERIGAS - CASPER	Meter Services	Propane	\$2.22

<i>AMERIGAS - CASPER - Total For Meter Services</i>			\$2.22
AMERIGAS - CASPER	WWTP - Operations	Propane tank	\$321.76
<i>AMERIGAS - CASPER - Total For WWTP - Operations</i>			\$321.76
AMERIGAS - CASPER - ALL DEPARTMENTS			\$1,663.20

AMERI-TECH EQUIPMENT

AMERI-TECH EQUIPMENT	Refuse - Residential	Clams All Sideloaders	\$775.32
<i>AMERI-TECH EQUIPMENT - Total For Refuse - Residential</i>			\$775.32
AMERI-TECH EQUIPMENT - ALL DEPARTMENTS			\$775.32

AMZN DIGITAL

AMZN DIGITAL	Operations	Accidental Personal Charge Jack Moore will pay	\$5.99
AMZN DIGITAL	Operations	Accidental Personal Charge. Jack will pay the cit	\$14.99
<i>AMZN DIGITAL - Total For Operations</i>			\$20.98
AMZN DIGITAL - ALL DEPARTMENTS			\$20.98

AMZN Mktp US

AMZN Mktp US	Aquatics - Operations	CALENDAR	\$4.83
<i>AMZN Mktp US - Total For Aquatics - Operations</i>			\$4.83
AMZN Mktp US	Ice Arena - Operations	CALENDAR	\$4.83
<i>AMZN Mktp US - Total For Ice Arena - Operations</i>			\$4.83
AMZN Mktp US	Rec Center - Operations	CALENDAR	\$9.64
<i>AMZN Mktp US - Total For Rec Center - Operations</i>			\$9.64
AMZN Mktp US - ALL DEPARTMENTS			\$19.30

ANDRITZ SEPERATION I

ANDRITZ SEPERATION I	WWTP - Operations	Grease for centrifuge	\$513.23
<i>ANDRITZ SEPERATION I - Total For WWTP - Operations</i>			\$513.23
ANDRITZ SEPERATION I - ALL DEPARTMENTS			\$513.23

APA MEMBERSHIPS AND

APA MEMBERSHIPS AND	Planning - Admin	APA Membership Dues - Craig Collins	\$478.00
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APA MEMBERSHIPS AND - Total For Planning - Admin	\$478.00
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APA MEMBERSHIPS AND - ALL DEPARTMENTS	\$478.00
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ARBYS 5439

ARBYS 5439	City Manager	MEAL DURING LEGISLATIVE CORPORATIONS CO	\$8.25
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ARBYS 5439 - Total For City Manager	\$8.25
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ARBYS 5439 - ALL DEPARTMENTS	\$8.25
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ARCHITECTURALGLAZING

ARCHITECTURALGLAZING	Buildings & Structures Fund	Overhead door repairs at Fire Station 1	\$1,198.45
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ARCHITECTURALGLAZING	Buildings & Structures Fund	Overhead door repairs for Fire Station 3	\$496.56
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ARCHITECTURALGLAZING - Total For Buildings & Structures Fund	\$1,695.01
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ARCHITECTURALGLAZING	Operations	Overhead Door - Repair on Bay Door at Station	\$1,324.15
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ARCHITECTURALGLAZING - Total For Operations	\$1,324.15
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ARCHITECTURALGLAZING - ALL DEPARTMENTS	\$3,019.16
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AT&T BILL PAYMENT

AT&T BILL PAYMENT	Traffic Control	Monthly bill for Traffic tablets	\$80.08
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AT&T BILL PAYMENT - Total For Traffic Control	\$80.08
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AT&T BILL PAYMENT - ALL DEPARTMENTS	\$80.08
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ATLAS OFFICE PRODUCT

ATLAS OFFICE PRODUCT	Balefill - Dispatch	Printer Cartridge Landfill Office	\$496.20
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ATLAS OFFICE PRODUCT	Balefill - Dispatch	Credit Printer Cartridge	(\$294.05)
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ATLAS OFFICE PRODUCT - Total For Balefill - Dispatch	\$202.15
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ATLAS OFFICE PRODUCT	Balefill - Diver	Special Waste Office Supplies	\$465.31
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ATLAS OFFICE PRODUCT - Total For Balefill - Diver	\$465.31
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ATLAS OFFICE PRODUCT	Buildings & Structures Fund	Chair mats for City Hall	\$239.55
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ATLAS OFFICE PRODUCT - Total For Buildings & Structures Fund	\$239.55
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ATLAS OFFICE PRODUCT	City Attorney	COMMERCIAL EQUIPMENT, NOT ELSEWHERE CL	\$66.04
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ATLAS OFFICE PRODUCT	City Attorney	COMMERCIAL EQUIPMENT, NOT ELSEWHERE CL	\$9.99
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ATLAS OFFICE PRODUCT - Total For City Attorney	\$76.03
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ATLAS OFFICE PRODUCT	City Manager	OFFICE SUPPLIES	\$29.12
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<i>ATLAS OFFICE PRODUCT - Total For City Manager</i>			\$29.12
ATLAS OFFICE PRODUCT	Code Enforcement	OFFICE SUPPLIES	\$56.03
<i>ATLAS OFFICE PRODUCT - Total For Code Enforcement</i>			\$56.03
ATLAS OFFICE PRODUCT	Fire Administration	Paper	\$33.49
ATLAS OFFICE PRODUCT	Fire Administration	Toner	\$327.81
<i>ATLAS OFFICE PRODUCT - Total For Fire Administration</i>			\$361.30
ATLAS OFFICE PRODUCT	Human Resources	Phone Message Book X 2	\$11.98
ATLAS OFFICE PRODUCT	Human Resources	Office Supplies	\$90.00
ATLAS OFFICE PRODUCT	Human Resources	Wireless Keyboard and Mouse, Folder Labels X 3	\$47.64
ATLAS OFFICE PRODUCT	Human Resources	Office Supplies	\$90.32
<i>ATLAS OFFICE PRODUCT - Total For Human Resources</i>			\$239.94
ATLAS OFFICE PRODUCT	Information Services	3M two-sided mounting tape	\$5.55
ATLAS OFFICE PRODUCT	Information Services	Plotter paper	\$81.80
ATLAS OFFICE PRODUCT	Information Services	Adhesive label tape, plotter paper	\$159.68
<i>ATLAS OFFICE PRODUCT - Total For Information Services</i>			\$247.03
ATLAS OFFICE PRODUCT	Metropolitan Planning Org	CALCULATOR FOR MPO	\$40.66
<i>ATLAS OFFICE PRODUCT - Total For Metropolitan Planning Org</i>			\$40.66
ATLAS OFFICE PRODUCT	Police Administration	Misc. Supplies	\$411.68
ATLAS OFFICE PRODUCT	Police Administration	Ink, Staples, Pens	\$1,553.27
<i>ATLAS OFFICE PRODUCT - Total For Police Administration</i>			\$1,964.95
ATLAS OFFICE PRODUCT	Rec Center - Operations	PAPER, TAPE, MARKERS	\$43.99
<i>ATLAS OFFICE PRODUCT - Total For Rec Center - Operations</i>			\$43.99
ATLAS OFFICE PRODUCT	Regional Water Operations	Office Supply	\$348.62
<i>ATLAS OFFICE PRODUCT - Total For Regional Water Operations</i>			\$348.62
ATLAS OFFICE PRODUCT - ALL DEPARTMENTS			\$4,314.68

ATLAS REPRODUCTION

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

AWL PEARSON EDUCATIO

AWL PEARSON EDUCATIO	Parks - Parks Maint.	Outdoor Emergency Care Book for class	\$86.86
<i>AWL PEARSON EDUCATIO - Total For Parks - Parks Maint.</i>			\$86.86

AWL PEARSON EDUCATIO - ALL DEPARTMENTS**\$86.86****AWWA.ORG**

AWWA.ORG	Water - Admin	AWWA Membership	\$3,888.00
<i>AWWA.ORG - Total For Water - Admin</i>			<i>\$3,888.00</i>
AWWA.ORG	Water - Distribution	2019 REGULATORY UPDATE WEBINAR	\$75.00
<i>AWWA.ORG - Total For Water - Distribution</i>			<i>\$75.00</i>

AWWA.ORG - ALL DEPARTMENTS**\$3,963.00****B32 ENGINEERING GROU**

B32 ENGINEERING GROU	Capital Projects Fund	CIA Chiller Replacement 15-58	\$1,089.06
<i>B32 ENGINEERING GROU - Total For Capital Projects Fund</i>			<i>\$1,089.06</i>

B32 ENGINEERING GROU - ALL DEPARTMENTS**\$1,089.06****BAILEY'S ACE HARDWAR**

BAILEY'S ACE HARDWAR	Balefill - Dispatch	snowbrush	\$47.97
<i>BAILEY'S ACE HARDWAR - Total For Balefill - Dispatch</i>			<i>\$47.97</i>
BAILEY'S ACE HARDWAR	Balefill - Diver	Special Waste Gate Keys	\$9.56
<i>BAILEY'S ACE HARDWAR - Total For Balefill - Diver</i>			<i>\$9.56</i>
BAILEY'S ACE HARDWAR	Refuse - Residential	Garden hoses	\$59.96
BAILEY'S ACE HARDWAR	Refuse - Residential	Ice Melt	\$22.77
<i>BAILEY'S ACE HARDWAR - Total For Refuse - Residential</i>			<i>\$82.73</i>

BAILEY'S ACE HARDWAR - ALL DEPARTMENTS**\$140.26****BAILEYS ACE HDWE**

BAILEYS ACE HDWE	Buildings & Structures Fund	Plumbing parts for Cemetery	\$34.45
<i>BAILEYS ACE HDWE - Total For Buildings & Structures Fund</i>			<i>\$34.45</i>
BAILEYS ACE HDWE	Cemetery	HARDWARE STORES CALK FOR CEMETERY MENS	\$6.97
<i>BAILEYS ACE HDWE - Total For Cemetery</i>			<i>\$6.97</i>
BAILEYS ACE HDWE	Ice Arena - Operations	VARNISH, ZIP TIES, ETC	\$31.66
<i>BAILEYS ACE HDWE - Total For Ice Arena - Operations</i>			<i>\$31.66</i>
BAILEYS ACE HDWE	Sewer Fund - Collection	Epoxy	\$5.49
<i>BAILEYS ACE HDWE - Total For Sewer Fund - Collection</i>			<i>\$5.49</i>

BAILEYS ACE HDWE	WWTP - Operations	Gasket kit for toilet	\$9.99
<i>BAILEYS ACE HDWE - Total For WWTP - Operations</i>			<i>\$9.99</i>
BAILEYS ACE HDWE - ALL DEPARTMENTS			\$88.56

BANK OF AMERICA

BANK OF AMERICA	General Fund	Finance Charge for purchase cards	\$175.25
<i>BANK OF AMERICA - Total For General Fund</i>			<i>\$175.25</i>
BANK OF AMERICA - ALL DEPARTMENTS			\$175.25

BARGREEN WYOMING

BARGREEN WYOMING	Balefill - Dispatch	ICE MELT SCOOPS	\$30.62
<i>BARGREEN WYOMING - Total For Balefill - Dispatch</i>			<i>\$30.62</i>
BARGREEN WYOMING	ice Arena - Concessions	COMMERCIAL EQUIPMENT, NOT ELSEWHERE CL	\$35.39
<i>BARGREEN WYOMING - Total For ice Arena - Concessions</i>			<i>\$35.39</i>
BARGREEN WYOMING	Operations	Station Supplies	\$213.55
<i>BARGREEN WYOMING - Total For Operations</i>			<i>\$213.55</i>
BARGREEN WYOMING - ALL DEPARTMENTS			\$279.56

BEST BUY

BEST BUY	Operations	25' Ultra HDMI Cable	\$86.08
<i>BEST BUY - Total For Operations</i>			<i>\$86.08</i>
BEST BUY - ALL DEPARTMENTS			\$86.08

BIG STATE INDUST SPP

BIG STATE INDUST SPP	WWTP - Operations	Supplies for maintenance	\$1,077.36
<i>BIG STATE INDUST SPP - Total For WWTP - Operations</i>			<i>\$1,077.36</i>
BIG STATE INDUST SPP - ALL DEPARTMENTS			\$1,077.36

BLACK HILLS ENERGY

BLACK HILLS ENERGY	Aquatics - Operations	Natural Gas	\$4,463.03
<i>BLACK HILLS ENERGY - Total For Aquatics - Operations</i>			<i>\$4,463.03</i>
BLACK HILLS ENERGY	Buildings & Structures Fund	Natural Gas	\$250.31

<i>BLACK HILLS ENERGY - Total For Buildings & Structures Fund</i>			\$250.31
BLACK HILLS ENERGY	Cemetery	Natural Gas	\$282.21
<i>BLACK HILLS ENERGY - Total For Cemetery</i>			\$282.21
BLACK HILLS ENERGY	City Center	Natural Gas	\$114.68
<i>BLACK HILLS ENERGY - Total For City Center</i>			\$114.68
BLACK HILLS ENERGY	City Hall/Campus Buildings	Natural Gas	\$1,243.66
<i>BLACK HILLS ENERGY - Total For City Hall/Campus Buildings</i>			\$1,243.66
BLACK HILLS ENERGY	Ft. Caspar	Natural Gas	\$436.54
<i>BLACK HILLS ENERGY - Total For Ft. Caspar</i>			\$436.54
BLACK HILLS ENERGY	Golf - Operations	Natural Gas	\$455.63
<i>BLACK HILLS ENERGY - Total For Golf - Operations</i>			\$455.63
BLACK HILLS ENERGY	Ice Arena - Operations	Natural Gas	\$1,035.60
<i>BLACK HILLS ENERGY - Total For Ice Arena - Operations</i>			\$1,035.60
BLACK HILLS ENERGY	Marathon Bldg	Natural Gas	\$620.36
<i>BLACK HILLS ENERGY - Total For Marathon Bldg</i>			\$620.36
BLACK HILLS ENERGY	Miller St. Dorm	Natural Gas	\$72.52
<i>BLACK HILLS ENERGY - Total For Miller St. Dorm</i>			\$72.52
BLACK HILLS ENERGY	Rec Center - Operations	Natural Gas	\$815.43
<i>BLACK HILLS ENERGY - Total For Rec Center - Operations</i>			\$815.43
BLACK HILLS ENERGY	Sewer Fund - Collection	Natural Gas	\$17.55
<i>BLACK HILLS ENERGY - Total For Sewer Fund - Collection</i>			\$17.55
BLACK HILLS ENERGY - ALL DEPARTMENTS			\$9,807.52

BLOEDORN LUMBER CASP

BLOEDORN LUMBER CASP	Buildings & Structures Fund	Door handles for Ice Arena Cabinets	\$6.02
BLOEDORN LUMBER CASP	Buildings & Structures Fund	Ice Arena Cabinet Doors	\$7.64
BLOEDORN LUMBER CASP	Buildings & Structures Fund	Shop Supplies for BAS	\$26.09
<i>BLOEDORN LUMBER CASP - Total For Buildings & Structures Fund</i>			\$39.75
BLOEDORN LUMBER CASP - ALL DEPARTMENTS			\$39.75

BLOOM'S SNOW REMOVAL

BLOOM'S SNOW REMOVAL	Balefill - Dispatch	Portable Toilet 10/21-11/18	\$120.00
<i>BLOOM'S SNOW REMOVAL - Total For Balefill - Dispatch</i>			\$120.00

BLOOM'S SNOW REMOVAL - ALL DEPARTMENTS	\$120.00
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BOUND TREE MEDICAL L

BOUND TREE MEDICAL L	Hogadon - Operations	Medial Supplies Patrol	\$722.61
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<i>BOUND TREE MEDICAL L - Total For Hogadon - Operations</i>			<i>\$722.61</i>
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BOUND TREE MEDICAL L - ALL DEPARTMENTS	\$722.61
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BRECK MEDIA GROUP WY

BRECK MEDIA GROUP WY	Sewer Fund - Collection	Cease the Grease	\$78.00
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<i>BRECK MEDIA GROUP WY - Total For Sewer Fund - Collection</i>			<i>\$78.00</i>
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BRECK MEDIA GROUP WY	WWTP - Operations	Cease the Grease	\$78.00
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<i>BRECK MEDIA GROUP WY - Total For WWTP - Operations</i>			<i>\$78.00</i>
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BRECK MEDIA GROUP WY - ALL DEPARTMENTS	\$156.00
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CASCADE FIRE EQUIPME

CASCADE FIRE EQUIPME	Operations	Class A Wildland Foam Suppressant	\$4,725.00
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<i>CASCADE FIRE EQUIPME - Total For Operations</i>			<i>\$4,725.00</i>
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CASCADE FIRE EQUIPME - ALL DEPARTMENTS	\$4,725.00
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CASPER AREA TRANSPOR

CASPER AREA TRANSPOR	CATC - Operations	October 2019 CATC/Bus Preventive Maintenanc	\$545.09
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CASPER AREA TRANSPOR	CATC - Operations	October 2019 CATC/Bus Operating Assistance	110,765.35
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<i>CASPER AREA TRANSPOR - Total For CATC - Operations</i>			<i>\$111,310.44</i>
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CASPER AREA TRANSPOR - ALL DEPARTMENTS	\$111,310.44
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CASPER CONTRACTORS S

CASPER CONTRACTORS S	Balefill - Dispatch	REFLECTIVE SWEAT SHIRTS	\$1,731.51
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CASPER CONTRACTORS S	Balefill - Dispatch	REFLECTIVE SWEATSHIRTS LDF	\$1,154.34
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CASPER CONTRACTORS S	Balefill - Dispatch	REFLECTIVE SWEATSHIRTS LDF	\$409.08
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<i>CASPER CONTRACTORS S - Total For Balefill - Dispatch</i>			<i>\$3,294.93</i>
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CASPER CONTRACTORS S	Balefill - Proc	CREDIT FOR OVER CHARGE	(\$27.00)
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CASPER CONTRACTORS S	Balefill - Proc	WRENCH EXTENSION BALER SMALL TOOLS	\$11.82
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<i>CASPER CONTRACTORS S - Total For Balefill - Proc</i>			<i>(\$15.18)</i>
CASPER CONTRACTORS S	Water - Distribution	PIN FLAGS	\$28.44
<i>CASPER CONTRACTORS S - Total For Water - Distribution</i>			<i>\$28.44</i>
CASPER CONTRACTORS S - ALL DEPARTMENTS			\$3,308.19

CASPER ELECTRIC, INC

CASPER ELECTRIC, INC	Balefill - Dispatch	Baler Pit Strobe Replacement	\$849.96
<i>CASPER ELECTRIC, INC - Total For Balefill - Dispatch</i>			<i>\$849.96</i>
CASPER ELECTRIC, INC - ALL DEPARTMENTS			\$849.96

CASPER FIRE EXTINGUI

CASPER FIRE EXTINGUI	Buildings & Structures Fund	Fire extinguisher test	\$164.00
<i>CASPER FIRE EXTINGUI - Total For Buildings & Structures Fund</i>			<i>\$164.00</i>
CASPER FIRE EXTINGUI	Ft. Caspar	Annual Fire Alarm Inspection	\$204.25
<i>CASPER FIRE EXTINGUI - Total For Ft. Caspar</i>			<i>\$204.25</i>
CASPER FIRE EXTINGUI	Parks - Parks Maint.	Fire Extinguisher Inside Stickers for Equipment	\$24.00
<i>CASPER FIRE EXTINGUI - Total For Parks - Parks Maint.</i>			<i>\$24.00</i>
CASPER FIRE EXTINGUI - ALL DEPARTMENTS			\$392.25

CASPER FORD LINCOLN

CASPER FORD LINCOLN	Regional Water Operations	Oil Change Ricks Truck	\$59.44
<i>CASPER FORD LINCOLN - Total For Regional Water Operations</i>			<i>\$59.44</i>
CASPER FORD LINCOLN - ALL DEPARTMENTS			\$59.44

CASPER RECREATIONAL

CASPER RECREATIONAL	ice Arena - Classes	SPORTING AND RECREATIONAL CAMPS	\$435.00
<i>CASPER RECREATIONAL - Total For ice Arena - Classes</i>			<i>\$435.00</i>
CASPER RECREATIONAL - ALL DEPARTMENTS			\$435.00

CASPER STAR TRIBUNE

CASPER STAR TRIBUNE	Regional Water Operations	Advertising	\$43.54
<i>CASPER STAR TRIBUNE - Total For Regional Water Operations</i>			<i>\$43.54</i>

CASPER STAR TRIBUNE - ALL DEPARTMENTS**\$43.54****CASPER STAR-TRIBUNE,**

CASPER STAR-TRIBUNE,	Balefill - Dispatch	Baler Bldg Final Pay	\$232.60
<i>CASPER STAR-TRIBUNE, - Total For Balefill - Dispatch</i>			<i>\$232.60</i>
CASPER STAR-TRIBUNE,	Building Trust	CEC Arena Floor lighting ad for bids	\$526.96
<i>CASPER STAR-TRIBUNE, - Total For Building Trust</i>			<i>\$526.96</i>
CASPER STAR-TRIBUNE,	Capital Projects Fund	2019 Platter River Trls Repl Final Pay	\$227.86
CASPER STAR-TRIBUNE,	Capital Projects Fund	CIA Chiller Replacement Ad for Bids	\$580.68
CASPER STAR-TRIBUNE,	Capital Projects Fund	Highland Park Cemetery Final Pay	\$237.34
CASPER STAR-TRIBUNE,	Capital Projects Fund	2019 13th st. Imp Final Pay	\$232.60
<i>CASPER STAR-TRIBUNE, - Total For Capital Projects Fund</i>			<i>\$1,278.48</i>
CASPER STAR-TRIBUNE,	City Clerk	Council Minutes	\$1,198.60
<i>CASPER STAR-TRIBUNE, - Total For City Clerk</i>			<i>\$1,198.60</i>
CASPER STAR-TRIBUNE,	Planning - Admin	Notice Planning and Zoning	\$130.56
<i>CASPER STAR-TRIBUNE, - Total For Planning - Admin</i>			<i>\$130.56</i>

CASPER STAR-TRIBUNE, - ALL DEPARTMENTS**\$3,367.20****CASPER TIRE**

CASPER TIRE	Refuse - Commercial	222261 Flat Repair	\$35.00
CASPER TIRE	Refuse - Commercial	222274 Flat Repair	\$35.00
<i>CASPER TIRE - Total For Refuse - Commercial</i>			<i>\$70.00</i>

CASPER TIRE - ALL DEPARTMENTS**\$70.00****CASPER WINNELSON CO**

CASPER WINNELSON CO	Buildings & Structures Fund	Plumbing repair parts for Fire Station 3	\$22.63
CASPER WINNELSON CO	Buildings & Structures Fund	Repair parts for Aquatics Fridge	\$79.32
CASPER WINNELSON CO	Buildings & Structures Fund	Finance faucet repair parts for City Hall	\$22.50
<i>CASPER WINNELSON CO - Total For Buildings & Structures Fund</i>			<i>\$124.45</i>

CASPER WINNELSON CO - ALL DEPARTMENTS**\$124.45****CENTRAL WY. REGIONAL**

CENTRAL WY. REGIONAL	Water	Nov. 2019 System Investment Charges	\$9,345.00
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<i>CENTRAL WY. REGIONAL - Total For Water</i>			\$9,345.00
CENTRAL WY. REGIONAL	Water - Admin	Nov 2019 Wholesale Water	258,782.25
<i>CENTRAL WY. REGIONAL - Total For Water - Admin</i>			\$258,782.25
CENTRAL WY. REGIONAL - ALL DEPARTMENTS			\$268,127.25

CENTRAL WYOMING DRAI

CENTRAL WYOMING DRAI	Balefill - Dispatch	Clean Scalehouse Floor Drain	\$100.00
<i>CENTRAL WYOMING DRAI - Total For Balefill - Dispatch</i>			\$100.00
CENTRAL WYOMING DRAI - ALL DEPARTMENTS			\$100.00

CENTURYLINK

CENTURYLINK	Aquatics - Operations	Voip	\$5.69
<i>CENTURYLINK - Total For Aquatics - Operations</i>			\$5.69
CENTURYLINK	Balefill - Dispatch	Voip	\$18.31
<i>CENTURYLINK - Total For Balefill - Dispatch</i>			\$18.31
CENTURYLINK	Buildings & Structures Fund	Voip	\$3.45
<i>CENTURYLINK - Total For Buildings & Structures Fund</i>			\$3.45
CENTURYLINK	Cemetery	Voip	\$3.45
<i>CENTURYLINK - Total For Cemetery</i>			\$3.45
CENTURYLINK	City Attorney	Voip	\$12.58
<i>CENTURYLINK - Total For City Attorney</i>			\$12.58
CENTURYLINK	City Hall/Campus Buildings	Phone Use	\$35.54
CENTURYLINK	City Hall/Campus Buildings	Voip	\$2.28
<i>CENTURYLINK - Total For City Hall/Campus Buildings</i>			\$37.82
CENTURYLINK	City Manager	Voip	\$8.01
<i>CENTURYLINK - Total For City Manager</i>			\$8.01
CENTURYLINK	Code Enforcement	Phone Use	\$65.08
CENTURYLINK	Code Enforcement	Voip	\$16.03
<i>CENTURYLINK - Total For Code Enforcement</i>			\$81.11
CENTURYLINK	Council	Voip	\$3.45
<i>CENTURYLINK - Total For Council</i>			\$3.45
CENTURYLINK	Customer Service	Phone Use	\$40.31
CENTURYLINK	Customer Service	Voip	\$8.01
<i>CENTURYLINK - Total For Customer Service</i>			\$48.32

CENTURYLINK	Engineering	Voip	\$16.03
<i>CENTURYLINK - Total For Engineering</i>			<i>\$16.03</i>
CENTURYLINK	Finance	Voip	\$18.31
<i>CENTURYLINK - Total For Finance</i>			<i>\$18.31</i>
CENTURYLINK	Fire Administration	Voip	\$22.88
CENTURYLINK	Fire Administration	Phone Use	\$1,209.59
<i>CENTURYLINK - Total For Fire Administration</i>			<i>\$1,232.47</i>
CENTURYLINK	Fleet Maintenance Fund	Voip	\$14.87
<i>CENTURYLINK - Total For Fleet Maintenance Fund</i>			<i>\$14.87</i>
CENTURYLINK	Ft. Caspar	Voip	\$3.45
<i>CENTURYLINK - Total For Ft. Caspar</i>			<i>\$3.45</i>
CENTURYLINK	Golf - Operations	Voip	\$3.45
<i>CENTURYLINK - Total For Golf - Operations</i>			<i>\$3.45</i>
CENTURYLINK	Hogadon - Operations	Voip	\$11.42
<i>CENTURYLINK - Total For Hogadon - Operations</i>			<i>\$11.42</i>
CENTURYLINK	Human Resources	Voip	\$5.73
<i>CENTURYLINK - Total For Human Resources</i>			<i>\$5.73</i>
CENTURYLINK	Ice Arena - Operations	Voip	\$4.57
CENTURYLINK	Ice Arena - Operations	Phone Use	\$39.52
<i>CENTURYLINK - Total For Ice Arena - Operations</i>			<i>\$44.09</i>
CENTURYLINK	Information Services	Voip	\$18.31
<i>CENTURYLINK - Total For Information Services</i>			<i>\$18.31</i>
CENTURYLINK	Meter Services	Voip	\$6.82
<i>CENTURYLINK - Total For Meter Services</i>			<i>\$6.82</i>
CENTURYLINK	Metro Animal Fund - Admin	Phone Use	\$39.54
CENTURYLINK	Metro Animal Fund - Admin	Voip	\$3.45
<i>CENTURYLINK - Total For Metro Animal Fund - Admin</i>			<i>\$42.99</i>
CENTURYLINK	Municipal Court	Voip	\$12.58
<i>CENTURYLINK - Total For Municipal Court</i>			<i>\$12.58</i>
CENTURYLINK	Parking Fund	Phone Use	\$126.10
<i>CENTURYLINK - Total For Parking Fund</i>			<i>\$126.10</i>
CENTURYLINK	Parks - Parks Maint.	Phone Use	\$47.42
CENTURYLINK	Parks - Parks Maint.	Phone Use	\$122.03
CENTURYLINK	Parks - Parks Maint.	Voip	\$12.58
<i>CENTURYLINK - Total For Parks - Parks Maint.</i>			<i>\$182.03</i>
CENTURYLINK	Planning - Admin	Voip	\$11.42

<i>CENTURYLINK - Total For Planning - Admin</i>			<i>\$11.42</i>
CENTURYLINK	Police Administration	Voip	\$70.90
CENTURYLINK	Police Administration	Phone Use	\$360.24
<i>CENTURYLINK - Total For Police Administration</i>			<i>\$431.14</i>
CENTURYLINK	Public Saftey Communication	Phone Use	\$181.47
CENTURYLINK	Public Saftey Communication	Voip	\$2.28
CENTURYLINK	Public Saftey Communication	Phone Use	\$493.51
CENTURYLINK	Public Saftey Communication	Phone Use	\$10,961.92
CENTURYLINK	Public Saftey Communication	Phone Use	\$300.80
<i>CENTURYLINK - Total For Public Saftey Communication</i>			<i>\$11,939.98</i>
CENTURYLINK	Rec Center - Operations	Voip	\$9.14
<i>CENTURYLINK - Total For Rec Center - Operations</i>			<i>\$9.14</i>
CENTURYLINK	Regional Water Operations	Voip	\$4.57
<i>CENTURYLINK - Total For Regional Water Operations</i>			<i>\$4.57</i>
CENTURYLINK	Risk Management	Voip	\$3.46
<i>CENTURYLINK - Total For Risk Management</i>			<i>\$3.46</i>
CENTURYLINK	Sewer Fund - Collection	Voip	\$2.28
<i>CENTURYLINK - Total For Sewer Fund - Collection</i>			<i>\$2.28</i>
CENTURYLINK	Streets	Phone Use	\$162.06
CENTURYLINK	Streets	Voip	\$8.01
<i>CENTURYLINK - Total For Streets</i>			<i>\$170.07</i>
CENTURYLINK	Water - Admin	Voip	\$4.57
CENTURYLINK	Water - Admin	Phone Use	\$195.24
<i>CENTURYLINK - Total For Water - Admin</i>			<i>\$199.81</i>
CENTURYLINK	Water - Distribution	Phone Use	\$39.52
CENTURYLINK	Water - Distribution	Voip	\$3.45
<i>CENTURYLINK - Total For Water - Distribution</i>			<i>\$42.97</i>
CENTURYLINK	Water - Tanks	Phone Use	\$53.66
<i>CENTURYLINK - Total For Water - Tanks</i>			<i>\$53.66</i>
CENTURYLINK	WWTP - Operations	Voip	\$6.85
<i>CENTURYLINK - Total For WWTP - Operations</i>			<i>\$6.85</i>
CENTURYLINK	WWTP - Regional Interc	Phone Use	\$1,779.65
<i>CENTURYLINK - Total For WWTP - Regional Interc</i>			<i>\$1,779.65</i>
CENTURYLINK - ALL DEPARTMENTS			\$16,615.84

CH2MHILL, INC.

CH2MHILL, INC.	Sewer Fund - Collection	Strategic Plan Development	\$116.26
<i>CH2MHILL, INC. - Total For Sewer Fund - Collection</i>			<i>\$116.26</i>
CH2MHILL, INC.	Water - Tanks	Strategic Plan Development	\$387.04
<i>CH2MHILL, INC. - Total For Water - Tanks</i>			<i>\$387.04</i>
CH2MHILL, INC.	WWTP - Operations	WWTP 2ndary Treatment 19-007	\$5,057.31
CH2MHILL, INC.	WWTP - Operations	Strategic Plan Development	\$232.52
CH2MHILL, INC.	WWTP - Operations	WWTP MCC Replacements 17-081	\$703.77
<i>CH2MHILL, INC. - Total For WWTP - Operations</i>			<i>\$5,993.60</i>
CH2MHILL, INC. - ALL DEPARTMENTS			\$6,496.90

CHALK BUTTES LANDSCA

CHALK BUTTES LANDSCA	Capital Projects Fund	HPC Irrigation 19-003 Retainage Release	\$5,562.25
CHALK BUTTES LANDSCA	Capital Projects Fund	HPC Irrigation Improvements 19-003	\$3,272.17
<i>CHALK BUTTES LANDSCA - Total For Capital Projects Fund</i>			<i>\$8,834.42</i>
CHALK BUTTES LANDSCA - ALL DEPARTMENTS			\$8,834.42

CHEYENNE LITTLE AMER

CHEYENNE LITTLE AMER	City Manager	LODGING DURING LEG. CORP. COMMITTEE MEE	\$99.00
CHEYENNE LITTLE AMER	City Manager	LODGING DURING GOVERNOR'S FORUM	\$125.40
CHEYENNE LITTLE AMER	City Manager	LODGING CREDIT TAX DURING GOVERNOR'S FO	(\$11.40)
<i>CHEYENNE LITTLE AMER - Total For City Manager</i>			<i>\$213.00</i>
CHEYENNE LITTLE AMER - ALL DEPARTMENTS			\$213.00

CITY OF CASPER

CITY OF CASPER	Balefill - Dispatch	Street Sweeping	\$2,266.00
<i>CITY OF CASPER - Total For Balefill - Dispatch</i>			<i>\$2,266.00</i>
CITY OF CASPER	Hogadon - Operations	Balefill	\$18.13
CITY OF CASPER	Hogadon - Operations	Balefill	\$23.03
CITY OF CASPER	Hogadon - Operations	Hogadon Basin liquor License	\$1,509.00
<i>CITY OF CASPER - Total For Hogadon - Operations</i>			<i>\$1,550.16</i>
CITY OF CASPER	Human Resources	Yearly Alarm License	\$10.00
<i>CITY OF CASPER - Total For Human Resources</i>			<i>\$10.00</i>

CITY OF CASPER	Police Administration	Legal/Medical Confidential	\$50.00
<i>CITY OF CASPER - Total For Police Administration</i>			<i>\$50.00</i>
CITY OF CASPER	Refuse - Residential	Balefill	\$5,309.45
CITY OF CASPER	Refuse - Residential	Balefill	\$345.94
CITY OF CASPER	Refuse - Residential	Balefill	\$6,150.48
CITY OF CASPER	Refuse - Residential	Balefill	\$4,449.20
CITY OF CASPER	Refuse - Residential	Balefill	\$45,375.00
CITY OF CASPER	Refuse - Residential	Balefill	\$15,379.79
CITY OF CASPER	Refuse - Residential	Balefill	\$6,147.54
CITY OF CASPER	Refuse - Residential	Balefill	\$6,392.84
CITY OF CASPER	Refuse - Residential	Balefill	\$5,717.32
CITY OF CASPER	Refuse - Residential	Balefill	\$369.95
CITY OF CASPER	Refuse - Residential	Balefill	\$5,536.51
<i>CITY OF CASPER - Total For Refuse - Residential</i>			<i>\$101,174.02</i>
CITY OF CASPER	Sewer Fund - Admin	Sewer	349,693.36
<i>CITY OF CASPER - Total For Sewer Fund - Admin</i>			<i>\$349,693.36</i>
CITY OF CASPER	WWTP - Operations	Balefill	\$53.90
CITY OF CASPER	WWTP - Operations	Balefill	\$72.52
CITY OF CASPER	WWTP - Operations	Balefill	\$88.69
CITY OF CASPER	WWTP - Operations	Balefill	\$91.63
CITY OF CASPER	WWTP - Operations	Balefill	\$98.98
<i>CITY OF CASPER - Total For WWTP - Operations</i>			<i>\$405.72</i>
CITY OF CASPER - ALL DEPARTMENTS			\$455,149.26

CIVIL ENGINEERING PR

CIVIL ENGINEERING PR	Capital Projects Fund	Engineering Beverly St. 18-060	\$4,667.30
<i>CIVIL ENGINEERING PR - Total For Capital Projects Fund</i>			<i>\$4,667.30</i>
CIVIL ENGINEERING PR	Sewer Fund - Collection	Poplar & 1st St 17-072	\$5,185.90
<i>CIVIL ENGINEERING PR - Total For Sewer Fund - Collection</i>			<i>\$5,185.90</i>
CIVIL ENGINEERING PR	Water - Distribution	Casper Master Plan 19-013	\$35,970.00
CIVIL ENGINEERING PR	Water - Distribution	Poplar & 1st St 17-072	\$2,904.10
<i>CIVIL ENGINEERING PR - Total For Water - Distribution</i>			<i>\$38,874.10</i>
CIVIL ENGINEERING PR	Water - Tanks	East Zone 3 13-38	\$25,000.00
CIVIL ENGINEERING PR	Water - Tanks	CY Booster Station 16-024	\$7,347.43
<i>CIVIL ENGINEERING PR - Total For Water - Tanks</i>			<i>\$32,347.43</i>

CIVIL ENGINEERING PR - ALL DEPARTMENTS**\$81,074.73****CMI TECO, INC.**

CMI TECO, INC.	Refuse - Commercial	222263 2013 Side Load Repair	\$3,909.54
CMI TECO, INC.	Refuse - Commercial	222275 2014 Sideload	\$474.49
CMI TECO, INC.	Refuse - Commercial	222261 2012 Front Load Repairs	\$2,199.36
CMI TECO, INC.	Refuse - Commercial	222272 2014 Front Load Repairs	\$5,207.69
CMI TECO, INC.	Refuse - Commercial	222287 2018 Roll Off Repairs	\$188.10
CMI TECO, INC.	Refuse - Commercial	222283 2016 Side load	\$4,212.24
CMI TECO, INC.	Refuse - Commercial	222284 2016 Side Load Repair	\$3,338.90
CMI TECO, INC.	Refuse - Commercial	222247 2006 Recycle Repairs	\$784.93
CMI TECO, INC.	Refuse - Commercial	222248 2006 Recycle Truck Mtnc	\$3,126.89
CMI TECO, INC.	Refuse - Commercial	222285 2017 Side Load Repair	\$2,757.78
CMI TECO, INC.	Refuse - Commercial	222286 2017 Side load Repairs	\$3,041.63
CMI TECO, INC.	Refuse - Commercial	222255 2009 Rear Load Repair	\$2,090.17
CMI TECO, INC.	Refuse - Commercial	222285 2017 Side Load Repair	\$1,031.17
CMI TECO, INC.	Refuse - Commercial	222285 2017 Side Load Repair	\$6,842.34
CMI TECO, INC.	Refuse - Commercial	222284 2016 Side Load Repairs	\$1,360.35
CMI TECO, INC.	Refuse - Commercial	222276 2015 Front load repairs	\$932.52
CMI TECO, INC.	Refuse - Commercial	222283 2016 Side Load Repairs	\$897.36

CMI TECO, INC. - Total For Refuse - Commercial

\$42,395.46

CMI TECO, INC. - ALL DEPARTMENTS**\$42,395.46****COMPRESSION LEASING**

COMPRESSION LEASING	Balefill - Dispatch	Service Air Compressors	\$961.25
COMPRESSION LEASING	Balefill - Dispatch	Service Air Compressors	\$1,132.03
<i>COMPRESSION LEASING - Total For Balefill - Dispatch</i>			\$2,093.28
COMPRESSION LEASING	WWTP - Regional Interc	Filter fluid, filters	\$272.56

COMPRESSION LEASING - Total For WWTP - Regional Interc

\$272.56

COMPRESSION LEASING - ALL DEPARTMENTS**\$2,365.84****COMTRONIX, INC.**

COMTRONIX, INC.	Regional Water Operations	Well Doorswitches	\$10.62
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COMTRONIX, INC. - Total For Regional Water Operations	\$10.62
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COMTRONIX, INC. - ALL DEPARTMENTS	\$10.62
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CONVERGEONE

CONVERGEONE	Balefill - Dispatch	Replacement network switch for Amoco Road g	\$983.20
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CONVERGEONE - Total For Balefill - Dispatch	\$983.20
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CONVERGEONE - ALL DEPARTMENTS	\$983.20
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CPS DISTRIBUTORS

CPS DISTRIBUTORS	Refuse - Residential	90 'S CONTAINER REPAIR SUPPLIES	\$118.86
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CPS DISTRIBUTORS - Total For Refuse - Residential	\$118.86
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CPS DISTRIBUTORS	Weed & Pest Fund	Registration Holder for Trailer	\$5.01
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CPS DISTRIBUTORS - Total For Weed & Pest Fund	\$5.01
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CPS DISTRIBUTORS - ALL DEPARTMENTS	\$123.87
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CPU IIT

CPU IIT	Balefill - Dispatch	Desktop computer/monitor/printer/USB for Bal	\$1,415.40
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CPU IIT - Total For Balefill - Dispatch	\$1,415.40
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CPU IIT	Fire Administration	HDMI Adapter	\$25.99
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CPU IIT - Total For Fire Administration	\$25.99
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CPU IIT	Information Services	ELECTRONIC SALES	\$39.99
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CPU IIT	Information Services	Plantronics Headset and EHS Cable for Adam Ra	\$244.00
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CPU IIT - Total For Information Services	\$283.99
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CPU IIT	Police Administration	Purchase high end laptop for dabney	\$1,578.00
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CPU IIT - Total For Police Administration	\$1,578.00
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CPU IIT	Public Saftey Communication	Tripp Lite UPS for Dispatch	\$4,131.00
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CPU IIT - Total For Public Saftey Communication	\$4,131.00
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CPU IIT	Water - Distribution	COMPUTER CONNECTOR/ADAPTER RETURN	(\$33.98)
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CPU IIT	Water - Distribution	6' DISPLAYPORT	\$16.95
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CPU IIT	Water - Distribution	COMPUTER CONNECTOR/ADAPTER	\$33.98
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CPU IIT - Total For Water - Distribution	\$16.95
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CPU IIT - ALL DEPARTMENTS	\$7,451.33
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CRESCENT ELECTRIC SU

CRESCENT ELECTRIC SU	Buildings & Structures Fund	Lights for Cemetery	\$172.72
<i>CRESCENT ELECTRIC SU - Total For Buildings & Structures Fund</i>			<i>\$172.72</i>
CRESCENT ELECTRIC SU - ALL DEPARTMENTS			\$172.72

CRUM ELECTRIC SUPPLY

CRUM ELECTRIC SUPPLY	Buildings & Structures Fund	HVAC Repair parts for Aquatics Center	\$462.83
<i>CRUM ELECTRIC SUPPLY - Total For Buildings & Structures Fund</i>			<i>\$462.83</i>
CRUM ELECTRIC SUPPLY	Capital Projects Fund	Outlets for Christmas Lighting Near Beech Street	\$153.53
<i>CRUM ELECTRIC SUPPLY - Total For Capital Projects Fund</i>			<i>\$153.53</i>
CRUM ELECTRIC SUPPLY	Regional Water Operations	Dewatering pump parts	\$33.81
<i>CRUM ELECTRIC SUPPLY - Total For Regional Water Operations</i>			<i>\$33.81</i>
CRUM ELECTRIC SUPPLY	Water - Tanks	BOOSTER VENT UPGRADES	\$968.56
<i>CRUM ELECTRIC SUPPLY - Total For Water - Tanks</i>			<i>\$968.56</i>
CRUM ELECTRIC SUPPLY - ALL DEPARTMENTS			\$1,618.73

DANA KEPNER CO.

DANA KEPNER CO.	Water - Distribution	Hex head meter pit tool	\$27.60
<i>DANA KEPNER CO. - Total For Water - Distribution</i>			<i>\$27.60</i>
DANA KEPNER CO. - ALL DEPARTMENTS			\$27.60

DAVIDSON FIXED INCOM

DAVIDSON FIXED INCOM	Weed & Pest Fund	November Investments	\$4,117.51
<i>DAVIDSON FIXED INCOM - Total For Weed & Pest Fund</i>			<i>\$4,117.51</i>
DAVIDSON FIXED INCOM - ALL DEPARTMENTS			\$4,117.51

DELTA DENTAL PLAN OF

DELTA DENTAL PLAN OF	Health Insurance Fund	October 2019 Dental Insurance	\$32,498.07
<i>DELTA DENTAL PLAN OF - Total For Health Insurance Fund</i>			<i>\$32,498.07</i>
DELTA DENTAL PLAN OF - ALL DEPARTMENTS			\$32,498.07

DENNIS SUPPLY CO.

DENNIS SUPPLY CO.	Buildings & Structures Fund	Air Filters for Ice Arena	\$57.36
DENNIS SUPPLY CO.	Buildings & Structures Fund	Air Filters for City Hall HVAC Equipment	\$152.64
<i>DENNIS SUPPLY CO. - Total For Buildings & Structures Fund</i>			<i>\$210.00</i>
DENNIS SUPPLY CO. - ALL DEPARTMENTS			\$210.00

DEPT. OF FAMILY SVCS

DEPT. OF FAMILY SVCS	Police Administration	October 2019 Screenings	\$110.00
<i>DEPT. OF FAMILY SVCS - Total For Police Administration</i>			<i>\$110.00</i>
DEPT. OF FAMILY SVCS - ALL DEPARTMENTS			\$110.00

DIGITAL SKYLINES INC

DIGITAL SKYLINES INC	General Fund	AT&T Modification- 123 W 1st	\$995.00
<i>DIGITAL SKYLINES INC - Total For General Fund</i>			<i>\$995.00</i>
DIGITAL SKYLINES INC - ALL DEPARTMENTS			\$995.00

DION LABEL PRINTING,

DION LABEL PRINTING,	Hogadon - Operations	MISCELLANEOUS PUBLISHING & PRINTING ticke	\$214.91
<i>DION LABEL PRINTING, - Total For Hogadon - Operations</i>			<i>\$214.91</i>
DION LABEL PRINTING, - ALL DEPARTMENTS			\$214.91

EB 2019 WY RURAL FIR

EB 2019 WY RURAL FIR	Training	Wyoming Rural Firefighters Association 2019 An	\$150.00
<i>EB 2019 WY RURAL FIR - Total For Training</i>			<i>\$150.00</i>
EB 2019 WY RURAL FIR - ALL DEPARTMENTS			\$150.00

ECMS

ECMS	Operations	Uniform Repair	\$1,102.31
<i>ECMS - Total For Operations</i>			<i>\$1,102.31</i>
ECMS - ALL DEPARTMENTS			\$1,102.31

ECONOLITE CONTROL PR

ECONOLITE CONTROL PR	Traffic Control	Software (not on contract)	\$115.00
ECONOLITE CONTROL PR	Traffic Control	Traffic Signal software maintenance	\$8,300.00

<i>ECONOLITE CONTROL PR - Total For Traffic Control</i>			<i>\$8,415.00</i>
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ECONOLITE CONTROL PR - ALL DEPARTMENTS			\$8,415.00
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EMERGENCY MEDICAL DI

EMERGENCY MEDICAL DI	Fire Administration	Nov. 2019 Medical Director	\$899.40
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<i>EMERGENCY MEDICAL DI - Total For Fire Administration</i>			<i>\$899.40</i>
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EMERGENCY MEDICAL DI - ALL DEPARTMENTS			\$899.40
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EMPCO, INC.

EMPCO, INC.	Training	Exam Development	\$1,770.00
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<i>EMPCO, INC. - Total For Training</i>			<i>\$1,770.00</i>
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EMPCO, INC. - ALL DEPARTMENTS			\$1,770.00
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EMPLOYEE REIMBURSEME

EMPLOYEE REIMBURSEME	Police Administration	Clothing Reimbursement	\$353.56
EMPLOYEE REIMBURSEME	Police Administration	Clothing Reimbursement	\$62.98
EMPLOYEE REIMBURSEME	Police Administration	Clothing Reimbursement	\$258.28
EMPLOYEE REIMBURSEME	Police Administration	Clothing Reimbursement	\$173.19

<i>EMPLOYEE REIMBURSEME - Total For Police Administration</i>			<i>\$848.01</i>
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EMPLOYEE REIMBURSEME	Streets	Work Boot Reimbursement	\$150.00
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<i>EMPLOYEE REIMBURSEME - Total For Streets</i>			<i>\$150.00</i>
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EMPLOYEE REIMBURSEME	Water - Distribution	Pant Reimbursement	\$100.00
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<i>EMPLOYEE REIMBURSEME - Total For Water - Distribution</i>			<i>\$100.00</i>
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EMPLOYEE REIMBURSEME	WWTP - Operations	Clothing Allowance	\$117.21
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EMPLOYEE REIMBURSEME	WWTP - Operations	WWTP Level 1 Operator Exam	\$100.00
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EMPLOYEE REIMBURSEME	WWTP - Operations	Clothing Allowance	\$150.00
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<i>EMPLOYEE REIMBURSEME - Total For WWTP - Operations</i>			<i>\$367.21</i>
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EMPLOYEE REIMBURSEME - ALL DEPARTMENTS			\$1,465.22
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ENERGY LABORATORIES

ENERGY LABORATORIES	Regional Water Operations	Lab Test TAS	\$231.00
<i>ENERGY LABORATORIES - Total For Regional Water Operations</i>			<i>\$231.00</i>
ENERGY LABORATORIES	Water - Tanks	LAB TESTING	\$352.00
ENERGY LABORATORIES	Water - Tanks	LAB TESTING	\$374.00
ENERGY LABORATORIES	Water - Tanks	LAB TESTING	\$66.00
<i>ENERGY LABORATORIES - Total For Water - Tanks</i>			<i>\$792.00</i>
ENERGY LABORATORIES - ALL DEPARTMENTS			\$1,023.00

ENGINEERING DESIGN A

ENGINEERING DESIGN A	Capital Projects Fund	Hogadon Air Conditioning Engin 18-096	\$2,340.00
ENGINEERING DESIGN A	Capital Projects Fund	HVAC Design/CA at Aquatics 19-049	\$1,750.00
ENGINEERING DESIGN A	Capital Projects Fund	Metro Kennel HVAC	\$1,175.00
<i>ENGINEERING DESIGN A - Total For Capital Projects Fund</i>			<i>\$5,265.00</i>
ENGINEERING DESIGN A - ALL DEPARTMENTS			\$5,265.00

ENTENMANN-ROVIN COMP

ENTENMANN-ROVIN COMP	Operations	Badges	\$476.75
<i>ENTENMANN-ROVIN COMP - Total For Operations</i>			<i>\$476.75</i>
ENTENMANN-ROVIN COMP - ALL DEPARTMENTS			\$476.75

ENVIRONMENTAL SYSTEM

ENVIRONMENTAL SYSTEM	Information Services	Training for Developers Summit	\$1,150.00
<i>ENVIRONMENTAL SYSTEM - Total For Information Services</i>			<i>\$1,150.00</i>
ENVIRONMENTAL SYSTEM	Metropolitan Planning Org	ESRI LICENSE RENEWAL	\$58,500.00
<i>ENVIRONMENTAL SYSTEM - Total For Metropolitan Planning Org</i>			<i>\$58,500.00</i>
ENVIRONMENTAL SYSTEM - ALL DEPARTMENTS			\$59,650.00

EUROFINS EATON ANALY

EUROFINS EATON ANALY	Regional Water Operations	Lab Test Bromate	\$100.00
<i>EUROFINS EATON ANALY - Total For Regional Water Operations</i>			<i>\$100.00</i>

EUROFINS EATON ANALY - ALL DEPARTMENTS**\$100.00****EXXONMOBIL**

EXXONMOBIL	Operations	Good 2 Go - Fuel	\$34.99
EXXONMOBIL	Operations	Good 2 Go - Fuel	\$7.85
EXXONMOBIL	Operations	Good 2 Go - Fuel	\$45.30
EXXONMOBIL	Operations	Good 2 Go - Fuel	\$16.37
EXXONMOBIL	Operations	Good 2 Go - Fuel	\$48.49
EXXONMOBIL	Operations	Good 2 Go - Fuel	\$7.54
EXXONMOBIL	Operations	Good 2 Go - Fuel	\$31.90
EXXONMOBIL	Operations	Good 2 Go - Fuel	\$46.04
EXXONMOBIL	Operations	Good 2 Go - Fuel	\$27.28
EXXONMOBIL	Operations	Good 2 Go - Fuel	\$28.24
EXXONMOBIL	Operations	Good 2 go - Fuel	\$58.56
EXXONMOBIL	Operations	Good 2 Go - Fuel	\$50.33

EXXONMOBIL - Total For Operations **\$402.89**

EXXONMOBIL - ALL DEPARTMENTS**\$402.89****Fairgrounds Plaza, I**

Fairgrounds Plaza, I	General Fund	Return Financial Sec. Mtnc Fairgrounds	\$74,631.63
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Fairgrounds Plaza, I - Total For General Fund **\$74,631.63**

Fairgrounds Plaza, I - ALL DEPARTMENTS**\$74,631.63****FARMER BROTHERS CO**

FARMER BROTHERS CO	Balefill - Proc	Coffee Supplies	\$330.98
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FARMER BROTHERS CO - Total For Balefill - Proc **\$330.98**

FARMER BROTHERS CO - ALL DEPARTMENTS**\$330.98****FEDEX 780777692806**

FEDEX 780777692806	Fire Administration	Shipping	\$82.40
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FEDEX 780777692806 - Total For Fire Administration **\$82.40**

FEDEX 780777692806 - ALL DEPARTMENTS**\$82.40**

FEDEX OFFIC942000094

FEDEX OFFIC942000094	Ft. Caspar	Exhibit panels.	\$280.00
FEDEX OFFIC942000094	Ft. Caspar	Exhibit panels.	\$40.00
FEDEX OFFIC942000094	Ft. Caspar	Exhibit panels	\$557.38

<i>FEDEX OFFIC942000094 - Total For Ft. Caspar</i>			<i>\$877.38</i>
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FEDEX OFFIC942000094 - ALL DEPARTMENTS

\$877.38

FERGUSON ENTERPRISES

FERGUSON ENTERPRISES	Water - Distribution	Tap machine for PVC service crew	\$364.05
FERGUSON ENTERPRISES	Water - Distribution	Repair clamps	\$343.58

<i>FERGUSON ENTERPRISES - Total For Water - Distribution</i>			<i>\$707.63</i>
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FERGUSON ENTERPRISES - ALL DEPARTMENTS

\$707.63

FIRST DATA MERCHANT

FIRST DATA MERCHANT	Balefill - Dispatch	October 2019 Credit Card Fees	\$4,163.06
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<i>FIRST DATA MERCHANT - Total For Balefill - Dispatch</i>			<i>\$4,163.06</i>
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FIRST DATA MERCHANT	Code Enforcement	October 2019 Credit Card Fees	\$72.61
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<i>FIRST DATA MERCHANT - Total For Code Enforcement</i>			<i>\$72.61</i>
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FIRST DATA MERCHANT	Ft. Caspar	October 2019 Credit Card Fees	\$118.15
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<i>FIRST DATA MERCHANT - Total For Ft. Caspar</i>			<i>\$118.15</i>
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FIRST DATA MERCHANT	Golf - Operations	October 2019 Credit Card Fees	\$96.21
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<i>FIRST DATA MERCHANT - Total For Golf - Operations</i>			<i>\$96.21</i>
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FIRST DATA MERCHANT - ALL DEPARTMENTS

\$4,450.03

FIRST INTERSTATE BAN

FIRST INTERSTATE BAN	Health Insurance Fund	Gift Cards Wellness Program	\$8,848.00
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<i>FIRST INTERSTATE BAN - Total For Health Insurance Fund</i>			<i>\$8,848.00</i>
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FIRST INTERSTATE BAN - ALL DEPARTMENTS

\$8,848.00

GALLS, INC.

GALLS, INC.	Police Administration	Tachyon Duty Boot	\$143.96
GALLS, INC.	Police Administration	Point Blank Alpha/MC Guardian	\$2,853.00

GALLS, INC.	Police Administration	Safariland's Trousse	\$36.00
GALLS, INC.	Police Administration	Bates Zip Boot	\$148.46
GALLS, INC.	Police Administration	UA Valsetz	\$225.00
GALLS, INC.	Police Administration	Point Blank ID Label	\$12.00
GALLS, INC.	Police Administration	Mens Strikerbolt Boot	\$207.96
<i>GALLS, INC. - Total For Police Administration</i>			<i>\$3,626.38</i>
GALLS, INC. - ALL DEPARTMENTS			\$3,626.38

GARAGE DOOR DUDES

GARAGE DOOR DUDES	Water - Distribution	Service & Adjust	\$125.00
<i>GARAGE DOOR DUDES - Total For Water - Distribution</i>			<i>\$125.00</i>
GARAGE DOOR DUDES - ALL DEPARTMENTS			\$125.00

GEOTEC INDUSTRIAL SU

GEOTEC INDUSTRIAL SU	Parks - Parks Maint.	Parks Snow Fence	\$170.00
<i>GEOTEC INDUSTRIAL SU - Total For Parks - Parks Maint.</i>			<i>\$170.00</i>
GEOTEC INDUSTRIAL SU - ALL DEPARTMENTS			\$170.00

GLOBAL EQUIPMENT COM

GLOBAL EQUIPMENT COM	Balefill - Proc	Safety Ballard Covers for Baler Building	\$163.76
GLOBAL EQUIPMENT COM	Balefill - Proc	Ballard Covers Baler Building	\$1,162.10
GLOBAL EQUIPMENT COM	Balefill - Proc	Ballard Covers Baler Building	\$327.52
GLOBAL EQUIPMENT COM	Balefill - Proc	Ballard Covers Baler Building	\$163.76
<i>GLOBAL EQUIPMENT COM - Total For Balefill - Proc</i>			<i>\$1,817.14</i>
GLOBAL EQUIPMENT COM - ALL DEPARTMENTS			\$1,817.14

GOLDER ASSOCIATES

GOLDER ASSOCIATES	Balefill - Dispatch	Detailed Phase 2 Design, Permit Mod	\$19,107.86
<i>GOLDER ASSOCIATES - Total For Balefill - Dispatch</i>			<i>\$19,107.86</i>
GOLDER ASSOCIATES - ALL DEPARTMENTS			\$19,107.86

GRAINGER, INC.

GRAINGER, INC.	Balefill - Proc	Baler Mats	\$526.08
GRAINGER, INC.	Balefill - Proc	Baler Safety Cabinet	\$772.61
<i>GRAINGER, INC. - Total For Balefill - Proc</i>			<i>\$1,298.69</i>
GRAINGER, INC.	Buildings & Structures Fund	Replacement motor for Aquatics Center HVAC	\$444.37
GRAINGER, INC.	Buildings & Structures Fund	Grease Gun for BAS Shop	\$59.67
GRAINGER, INC.	Buildings & Structures Fund	HVAC Repair parts for Aquatics Center	\$12.56
GRAINGER, INC.	Buildings & Structures Fund	Replacement batteries for handicapped door op	\$12.99
GRAINGER, INC.	Buildings & Structures Fund	HVAC Repair Parts for Metro Animal Shelter	\$98.30
GRAINGER, INC.	Buildings & Structures Fund	HVAC repair parts for Aquatics Center	\$11.52
GRAINGER, INC.	Buildings & Structures Fund	HVAC Repair parts for Metro Animal Shelter	\$70.92
GRAINGER, INC.	Buildings & Structures Fund	HVAC Repair parts for Aquatic Center	\$8.42
<i>GRAINGER, INC. - Total For Buildings & Structures Fund</i>			<i>\$718.75</i>
GRAINGER, INC.	Ice Arena - Operations	PROPANE HANDLING GLOVES	\$34.54
<i>GRAINGER, INC. - Total For Ice Arena - Operations</i>			<i>\$34.54</i>
GRAINGER, INC.	Rec Center - Operations	INDUSTRIAL SUPPLIES NOT ESLEWHERE CLASSI	\$195.00
<i>GRAINGER, INC. - Total For Rec Center - Operations</i>			<i>\$195.00</i>
GRAINGER, INC.	Regional Water Operations	Light Bulbs	\$115.20
GRAINGER, INC.	Regional Water Operations	Light Bulbs	\$68.40
<i>GRAINGER, INC. - Total For Regional Water Operations</i>			<i>\$183.60</i>
GRAINGER, INC.	WWTP - Operations	Exit sign	\$42.97
<i>GRAINGER, INC. - Total For WWTP - Operations</i>			<i>\$42.97</i>
GRAINGER, INC.	WWTP - Regional Interc	Thermostat	\$32.99
GRAINGER, INC.	WWTP - Regional Interc	Motor	\$204.72
<i>GRAINGER, INC. - Total For WWTP - Regional Interc</i>			<i>\$237.71</i>
GRAINGER, INC. - ALL DEPARTMENTS			\$2,711.26

Habitat for Humanity

Habitat for Humanity	General Fund	Return Financial Security, Erosion Control Trinity	\$6,500.00
<i>Habitat for Humanity - Total For General Fund</i>			<i>\$6,500.00</i>
Habitat for Humanity - ALL DEPARTMENTS			\$6,500.00

HACH CO., CORP.

HACH CO., CORP.	Regional Water Operations	Lab Supplies	\$1,037.59
<i>HACH CO., CORP. - Total For Regional Water Operations</i>			<i>\$1,037.59</i>

HACH CO., CORP. - ALL DEPARTMENTS**\$1,037.59****HARBOR FREIGHT TOOLS**

HARBOR FREIGHT TOOLS	Buildings & Structures Fund	Christmas decorations for City Hall	\$12.97
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<i>HARBOR FREIGHT TOOLS - Total For Buildings & Structures Fund</i>			<i>\$12.97</i>
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HARBOR FREIGHT TOOLS - ALL DEPARTMENTS**\$12.97****HDR ENGINEERING, INC**

HDR ENGINEERING, INC	Water - Tanks	Water Rights & Supply Analysis	\$6,733.04
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<i>HDR ENGINEERING, INC - Total For Water - Tanks</i>			<i>\$6,733.04</i>
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HDR ENGINEERING, INC - ALL DEPARTMENTS**\$6,733.04****HENSLEY BATTERY&ELEC**

HENSLEY BATTERY&ELEC	WWTP - Operations	Battery	\$116.47
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<i>HENSLEY BATTERY&ELEC - Total For WWTP - Operations</i>			<i>\$116.47</i>
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HENSLEY BATTERY&ELEC - ALL DEPARTMENTS**\$116.47****HERCULES INDUSTRIES**

HERCULES INDUSTRIES	Balefill - Dispatch	PLUMBING & HEATING EQUIPMENT AND SUPPL	\$23.90
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<i>HERCULES INDUSTRIES - Total For Balefill - Dispatch</i>			<i>\$23.90</i>
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HERCULES INDUSTRIES	Capital Projects Fund	Electrical Insulation for Lansing Field	\$459.41
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<i>HERCULES INDUSTRIES - Total For Capital Projects Fund</i>			<i>\$459.41</i>
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HERCULES INDUSTRIES - ALL DEPARTMENTS**\$483.31****HITEK COMMUNICATIONS**

HITEK COMMUNICATIONS	WWTP - Operations	Install Cat 6 cable for front gate camera	\$811.00
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<i>HITEK COMMUNICATIONS - Total For WWTP - Operations</i>			<i>\$811.00</i>
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HITEK COMMUNICATIONS - ALL DEPARTMENTS**\$811.00****HOBBY-LOBBY #0233**

HOBBY-LOBBY #0233	Balefill - Dispatch	frame photo for customer lounge	\$43.00
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<i>HOBBY-LOBBY #0233 - Total For Balefill - Dispatch</i>			<i>\$43.00</i>
HOBBY-LOBBY #0233	Balefill - Proc	GLASS FOR PIC IN LOUNGE, BASKET FOR HOT CH	\$45.99
<i>HOBBY-LOBBY #0233 - Total For Balefill - Proc</i>			<i>\$45.99</i>
HOBBY-LOBBY #0233	Ft. Caspar	Frame for exhibits.	\$19.98
<i>HOBBY-LOBBY #0233 - Total For Ft. Caspar</i>			<i>\$19.98</i>
HOBBY-LOBBY #0233	Ice Arena - Operations	HOBBY,TOY, AND GAME SHOPS	\$24.77
<i>HOBBY-LOBBY #0233 - Total For Ice Arena - Operations</i>			<i>\$24.77</i>
HOBBY-LOBBY #0233 - ALL DEPARTMENTS			\$133.74

HOMAX OIL SALES, INC

HOMAX OIL SALES, INC	Balefill - Dispatch	Bulk Fuel	\$21,886.69
<i>HOMAX OIL SALES, INC - Total For Balefill - Dispatch</i>			<i>\$21,886.69</i>
HOMAX OIL SALES, INC	Refuse - Residential	Washer Fluid	\$140.83
<i>HOMAX OIL SALES, INC - Total For Refuse - Residential</i>			<i>\$140.83</i>
HOMAX OIL SALES, INC	Water - Distribution	Fuel	\$3,756.96
<i>HOMAX OIL SALES, INC - Total For Water - Distribution</i>			<i>\$3,756.96</i>
HOMAX OIL SALES, INC - ALL DEPARTMENTS			\$25,784.48

HOWARD SUPPLY COMPAN

HOWARD SUPPLY COMPAN	Balefill - Dispatch	141497 Dozer Cables	\$330.09
<i>HOWARD SUPPLY COMPAN - Total For Balefill - Dispatch</i>			<i>\$330.09</i>
HOWARD SUPPLY COMPAN - ALL DEPARTMENTS			\$330.09

HQ SOUTHERN BBQ LLC

HQ SOUTHERN BBQ LLC	Training	Assessor Meal	\$92.86
<i>HQ SOUTHERN BBQ LLC - Total For Training</i>			<i>\$92.86</i>
HQ SOUTHERN BBQ LLC - ALL DEPARTMENTS			\$92.86

HYDRO PRODUCTS

HYDRO PRODUCTS	Risk Management	Pathogen Defense System for Wastewater Colle	\$6,250.50
<i>HYDRO PRODUCTS - Total For Risk Management</i>			<i>\$6,250.50</i>
HYDRO PRODUCTS	Sewer Fund - Collection	Pathogen Defense System for Wastewater Colle	\$694.50
<i>HYDRO PRODUCTS - Total For Sewer Fund - Collection</i>			<i>\$694.50</i>

HYDRO PRODUCTS - ALL DEPARTMENTS	\$6,945.00
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IAAI

IAAI	Fire Administration	IAAI MEMBERSHIP	\$120.00
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<i>IAAI - Total For Fire Administration</i>			<i>\$120.00</i>
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IAAI - ALL DEPARTMENTS	\$120.00
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INBERG-MILLER ENGINE

INBERG-MILLER ENGINE	Water - Distribution	Compaction testing	\$144.50
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<i>INBERG-MILLER ENGINE - Total For Water - Distribution</i>			<i>\$144.50</i>
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INBERG-MILLER ENGINE - ALL DEPARTMENTS	\$144.50
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INTRADO INTERACTIVE

INTRADO INTERACTIVE	Information Services	CiviLive License and Support	\$3,280.00
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<i>INTRADO INTERACTIVE - Total For Information Services</i>			<i>\$3,280.00</i>
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INTRADO INTERACTIVE - ALL DEPARTMENTS	\$3,280.00
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INTUIT, INC.

INTUIT, INC.	Balefill - Dispatch	janitorial services	\$200.00
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<i>INTUIT, INC. - Total For Balefill - Dispatch</i>			<i>\$200.00</i>
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INTUIT, INC.	Cemetery	INDUSTRIAL SUPPLIES weed killer for special are	\$92.31
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<i>INTUIT, INC. - Total For Cemetery</i>			<i>\$92.31</i>
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INTUIT, INC.	Operations	Wonder Wash - Hood system cleaning at station	\$575.00
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<i>INTUIT, INC. - Total For Operations</i>			<i>\$575.00</i>
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INTUIT, INC. - ALL DEPARTMENTS	\$867.31
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JIMMY JOHNS -

JIMMY JOHNS -	Training	Assessor Lunch	\$44.98
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<i>JIMMY JOHNS - - Total For Training</i>			<i>\$44.98</i>
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JIMMY JOHNS - - ALL DEPARTMENTS	\$44.98
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KNIFE RIVER/JTL

KNIFE RIVER/JTL	Balefill - Dispatch	LDF Cover Materials	\$925.18
<i>KNIFE RIVER/JTL - Total For Balefill - Dispatch</i>			<i>\$925.18</i>
KNIFE RIVER/JTL	Streets	1/2" Plant Mix Patch Truck	\$466.26
KNIFE RIVER/JTL	Streets	1/2" Plant Mix	\$460.56
KNIFE RIVER/JTL	Streets	3/8" Plant Mix	\$397.15
KNIFE RIVER/JTL	Streets	1/2" Plant Mix Patch Truck	\$569.43
KNIFE RIVER/JTL	Streets	3/8" Plant Mix	\$258.05
KNIFE RIVER/JTL	Streets	3/8" Plant Mix	\$4,581.20
<i>KNIFE RIVER/JTL - Total For Streets</i>			<i>\$6,732.65</i>
KNIFE RIVER/JTL - ALL DEPARTMENTS			\$7,657.83

L.N. CURTIS & SONS I

L.N. CURTIS & SONS I	Capital Projects Fund	8 nozzle tips and 2 nozzle tips with pistol grip	\$4,530.00
<i>L.N. CURTIS & SONS I - Total For Capital Projects Fund</i>			<i>\$4,530.00</i>
L.N. CURTIS & SONS I - ALL DEPARTMENTS			\$4,530.00

LA COSTA MEXICAN RES

LA COSTA MEXICAN RES	Training	Battalion Chief Meeting	\$62.46
<i>LA COSTA MEXICAN RES - Total For Training</i>			<i>\$62.46</i>
LA COSTA MEXICAN RES - ALL DEPARTMENTS			\$62.46

LISA'S SPIC N SPAN

LISA'S SPIC N SPAN	Balefill - Dispatch	Cleaning Scale, Baler Lounge	\$335.00
<i>LISA'S SPIC N SPAN - Total For Balefill - Dispatch</i>			<i>\$335.00</i>
LISA'S SPIC N SPAN - ALL DEPARTMENTS			\$335.00

LOAF N JUG #0105

LOAF N JUG #0105	Operations	Assessor Drinks	\$13.32
<i>LOAF N JUG #0105 - Total For Operations</i>			<i>\$13.32</i>
LOAF N JUG #0105	Training	Assessor Drink	\$9.99
<i>LOAF N JUG #0105 - Total For Training</i>			<i>\$9.99</i>

LOAF N JUG #0105 - ALL DEPARTMENTS**\$23.31****LONG**

LONG	Capital Projects Fund	HVAC Server Migration	\$9,015.00
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<i>LONG - Total For Capital Projects Fund</i>			<i>\$9,015.00</i>
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LONG - ALL DEPARTMENTS**\$9,015.00****LONG BUILDING TECHNO**

LONG BUILDING TECHNO	Buildings & Structures Fund	Hogadon Computer Access	\$177.00
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<i>LONG BUILDING TECHNO - Total For Buildings & Structures Fund</i>			<i>\$177.00</i>
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LONG BUILDING TECHNO	Regional Water Operations	Ozone Building Duct Work Boiler	\$1,818.50
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LONG BUILDING TECHNO	Regional Water Operations	HVAC Fans in Plant Room Repair	\$168.15
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<i>LONG BUILDING TECHNO - Total For Regional Water Operations</i>			<i>\$1,986.65</i>
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LONG BUILDING TECHNO - ALL DEPARTMENTS**\$2,163.65****LUBRICATION ENGINEER**

LUBRICATION ENGINEER	WWTP - Operations	Lubricant	\$227.75
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<i>LUBRICATION ENGINEER - Total For WWTP - Operations</i>			<i>\$227.75</i>
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LUBRICATION ENGINEER - ALL DEPARTMENTS**\$227.75****MAVERIK #528**

MAVERIK #528	City Manager	FUEL FOR TRIP TO CHEYENNE	\$24.13
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<i>MAVERIK #528 - Total For City Manager</i>			<i>\$24.13</i>
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MAVERIK #528 - ALL DEPARTMENTS**\$24.13****MENARDS CASPER WY**

MENARDS CASPER WY	Balefill - Proc	CLEANING SUPPLIES BALER MAINT BLDG	\$29.87
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MENARDS CASPER WY	Balefill - Proc	POLISH WHEELS FOR VALVE FIX	\$141.47
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<i>MENARDS CASPER WY - Total For Balefill - Proc</i>			<i>\$171.34</i>
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MENARDS CASPER WY	Buildings & Structures Fund	RV Anti-Freeze to Winterize multiple facilities	\$170.28
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MENARDS CASPER WY	Buildings & Structures Fund	Return due to tax being charged on another inv	(\$21.35)
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MENARDS CASPER WY	Buildings & Structures Fund	City Hall Christmas Decorations	\$448.44
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<i>MENARDS CASPER WY - Total For Buildings & Structures Fund</i>			<i>\$597.37</i>
MENARDS CASPER WY	Ice Arena - Operations	HOME SUPPLY WAREHOUSE STORES	\$34.99
<i>MENARDS CASPER WY - Total For Ice Arena - Operations</i>			<i>\$34.99</i>
MENARDS CASPER WY	Sewer Fund - Collection	Materials to install PDS unit into CCTV	\$51.44
<i>MENARDS CASPER WY - Total For Sewer Fund - Collection</i>			<i>\$51.44</i>
MENARDS CASPER WY	Water - Tanks	Charge for difference between correct yard hyd	\$7.00
MENARDS CASPER WY	Water - Tanks	CY tank sample port repair	\$63.96
<i>MENARDS CASPER WY - Total For Water - Tanks</i>			<i>\$70.96</i>
MENARDS CASPER WY - ALL DEPARTMENTS			\$926.10

MICHAELSFENCE&SUPPLY

MICHAELSFENCE&SUPPLY	Cemetery	Hinges For Cemetery	\$148.00
<i>MICHAELSFENCE&SUPPLY - Total For Cemetery</i>			<i>\$148.00</i>
MICHAELSFENCE&SUPPLY - ALL DEPARTMENTS			\$148.00

Monson

Monson	Buildings & Structures Fund	November Custodial Maintenance	\$4,079.81
<i>Monson - Total For Buildings & Structures Fund</i>			<i>\$4,079.81</i>
Monson - ALL DEPARTMENTS			\$4,079.81

MOTOROLA SOLUTIONS

MOTOROLA SOLUTIONS	Public Saftey Communication	Astro Jan. 2020 Service	\$3,954.33
<i>MOTOROLA SOLUTIONS - Total For Public Saftey Communication</i>			<i>\$3,954.33</i>
MOTOROLA SOLUTIONS - ALL DEPARTMENTS			\$3,954.33

MOUNTAIN WEST TELEPH

MOUNTAIN WEST TELEPH	Balefill - Dispatch	Fiber Optics Amoco Rd. Security Gate t	\$7,170.00
<i>MOUNTAIN WEST TELEPH - Total For Balefill - Dispatch</i>			<i>\$7,170.00</i>
MOUNTAIN WEST TELEPH	Golf - Operations	Internet service for 19th Hole Restaurant	\$49.95
<i>MOUNTAIN WEST TELEPH - Total For Golf - Operations</i>			<i>\$49.95</i>
MOUNTAIN WEST TELEPH	Public Saftey Communication	E911	\$503.74
<i>MOUNTAIN WEST TELEPH - Total For Public Saftey Communication</i>			<i>\$503.74</i>
MOUNTAIN WEST TELEPH	Traffic Control	Water tower upgrade for Traffic network	\$240.00

MOUNTAIN WEST TELEPH - Total For Traffic Control	\$240.00
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MOUNTAIN WEST TELEPH - ALL DEPARTMENTS	\$7,963.69
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NAPA AUTO PARTS CORP

NAPA AUTO PARTS CORP	Water - Distribution	fuel pump & ethanol	\$94.18
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NAPA AUTO PARTS CORP	Water - Distribution	Handle, bearing kit, double lip	\$29.23
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NAPA AUTO PARTS CORP - Total For Water - Distribution	\$123.41
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NAPA AUTO PARTS CORP	WWTP - Operations	Tool	\$47.98
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NAPA AUTO PARTS CORP - Total For WWTP - Operations	\$47.98
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NAPA AUTO PARTS CORP - ALL DEPARTMENTS	\$171.39
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NATIONAL SKI PATROL

NATIONAL SKI PATROL	Parks - Parks Maint.	Registration for OEC Course	\$60.00
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NATIONAL SKI PATROL	Parks - Parks Maint.	Outdoor Emergency Care Class	\$60.00
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NATIONAL SKI PATROL - Total For Parks - Parks Maint.	\$120.00
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NATIONAL SKI PATROL - ALL DEPARTMENTS	\$120.00
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NATIONAL SOCIETY OF

NATIONAL SOCIETY OF	Engineering	2020 NSPE Engineering Division Dues	\$1,196.00
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NATIONAL SOCIETY OF - Total For Engineering	\$1,196.00
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NATIONAL SOCIETY OF - ALL DEPARTMENTS	\$1,196.00
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NEW LIFE TRANSCRIPTI

NEW LIFE TRANSCRIPTI	Property Insurance Fund	Legal/Medical Confidential	\$966.80
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NEW LIFE TRANSCRIPTI - Total For Property Insurance Fund	\$966.80
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NEW LIFE TRANSCRIPTI - ALL DEPARTMENTS	\$966.80
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NORCO, INC.

NORCO, INC.	Balefill - Proc	Floor Squeegee	\$85.50
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NORCO, INC.	Balefill - Proc	Rental Floor Cleaner for MRF	\$140.00
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NORCO, INC. - Total For Balefill - Proc	\$225.50
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NORCO, INC.	Cemetery	NORCO RAGS FOR CEMETERY WORK SHOP & M	\$47.92
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NORCO, INC.	Cemetery	NORCO SAFETY AND CLEANING SUPPLIES	\$305.45
NORCO, INC.	Cemetery	NORCOLEATHER WORK GLOVES	\$99.60
<i>NORCO, INC. - Total For Cemetery</i>			<i>\$452.97</i>
NORCO, INC.	Operations	Cylinder Hydrotest	\$240.00
NORCO, INC.	Operations	Uniforms	\$8,615.17
<i>NORCO, INC. - Total For Operations</i>			<i>\$8,855.17</i>
NORCO, INC.	Parks - Parks Maint.	Safety Jackets	\$47.86
<i>NORCO, INC. - Total For Parks - Parks Maint.</i>			<i>\$47.86</i>
NORCO, INC.	Refuse - Residential	Trash Bags	\$431.20
<i>NORCO, INC. - Total For Refuse - Residential</i>			<i>\$431.20</i>
NORCO, INC.	Sewer Fund - Collection	Safety supplies	\$61.06
<i>NORCO, INC. - Total For Sewer Fund - Collection</i>			<i>\$61.06</i>
NORCO, INC.	Water - Distribution	GAS MONITOR SENSOR	\$165.44
NORCO, INC.	Water - Distribution	SAW BLADE & METER SENSORS	\$241.56
<i>NORCO, INC. - Total For Water - Distribution</i>			<i>\$407.00</i>
NORCO, INC. - ALL DEPARTMENTS			\$10,480.76

NORTHWESTERN UNIVERS

NORTHWESTERN UNIVERS	Police Administration	Stedillie Motorcycle Training	\$1,595.00
NORTHWESTERN UNIVERS	Police Administration	Quirin Motorcycle Training	\$1,595.00
NORTHWESTERN UNIVERS	Police Administration	Webb Police Motorcycle Operator Training	\$1,595.00
<i>NORTHWESTERN UNIVERS - Total For Police Administration</i>			<i>\$4,785.00</i>
NORTHWESTERN UNIVERS - ALL DEPARTMENTS			\$4,785.00

ONE CALL OF WY.

ONE CALL OF WY.	Sewer Fund - Collection	Tickets for Nov. 2019	\$135.00
<i>ONE CALL OF WY. - Total For Sewer Fund - Collection</i>			<i>\$135.00</i>
ONE CALL OF WY.	Traffic Control	Monthly Street/Traffic Locates Nov 2019	\$89.25
<i>ONE CALL OF WY. - Total For Traffic Control</i>			<i>\$89.25</i>
ONE CALL OF WY.	Water - Distribution	Tickets for Nov. 2019	\$165.00
<i>ONE CALL OF WY. - Total For Water - Distribution</i>			<i>\$165.00</i>
ONE CALL OF WY. - ALL DEPARTMENTS			\$389.25

ORKIN LLC 002

ORKIN LLC 002	Hogadon - Operations	Pest control	\$257.94
<i>ORKIN LLC 002 - Total For Hogadon - Operations</i>			<i>\$257.94</i>
ORKIN LLC 002 - ALL DEPARTMENTS			\$257.94

PACE ANALYTICAL SERV

PACE ANALYTICAL SERV	WWTP - Pretreatment	SIU annual testing	\$1,697.00
<i>PACE ANALYTICAL SERV - Total For WWTP - Pretreatment</i>			<i>\$1,697.00</i>
PACE ANALYTICAL SERV - ALL DEPARTMENTS			\$1,697.00

PEDEN'S INC

PEDEN'S INC	Human Resources	Engraving Plaque	\$40.00
<i>PEDEN'S INC - Total For Human Resources</i>			<i>\$40.00</i>
PEDEN'S INC - ALL DEPARTMENTS			\$40.00

PEPPER TANK & CONTRA

PEPPER TANK & CONTRA	WWTP - Operations	4 flights for DAFT 93608	\$1,600.00
PEPPER TANK & CONTRA	WWTP - Operations	4 flights for DAFT 93608	\$1,600.00
<i>PEPPER TANK & CONTRA - Total For WWTP - Operations</i>			<i>\$3,200.00</i>
PEPPER TANK & CONTRA - ALL DEPARTMENTS			\$3,200.00

PEPSI COLA OF CASPER

PEPSI COLA OF CASPER	ice Arena - Concessions	Concessions	\$554.06
<i>PEPSI COLA OF CASPER - Total For ice Arena - Concessions</i>			<i>\$554.06</i>
PEPSI COLA OF CASPER - ALL DEPARTMENTS			\$554.06

POLISHED CONCRETE OF

POLISHED CONCRETE OF	Balefill - Dispatch	Concrete floor restoration in Special Waste Bldg	\$6,520.00
<i>POLISHED CONCRETE OF - Total For Balefill - Dispatch</i>			<i>\$6,520.00</i>
POLISHED CONCRETE OF - ALL DEPARTMENTS			\$6,520.00

PORTER, MUIRHEAD, CO

PORTER, MUIRHEAD, CO	Finance	Annual Audit FY 2019	\$20,000.00
<i>PORTER, MUIRHEAD, CO - Total For Finance</i>			<i>\$20,000.00</i>
PORTER, MUIRHEAD, CO - ALL DEPARTMENTS			\$20,000.00

PRISTINE AUTO SOLUTI

PRISTINE AUTO SOLUTI	Planning - Admin	CAR WASHES	\$123.60
<i>PRISTINE AUTO SOLUTI - Total For Planning - Admin</i>			<i>\$123.60</i>
PRISTINE AUTO SOLUTI - ALL DEPARTMENTS			\$123.60

QDOBA 2791

QDOBA 2791	Training	Assessor Lunch	\$56.34
<i>QDOBA 2791 - Total For Training</i>			<i>\$56.34</i>
QDOBA 2791 - ALL DEPARTMENTS			\$56.34

RACCAS PIZZERIA NAPO

RACCAS PIZZERIA NAPO	Training	Pipeline Meeting	\$120.28
<i>RACCAS PIZZERIA NAPO - Total For Training</i>			<i>\$120.28</i>
RACCAS PIZZERIA NAPO - ALL DEPARTMENTS			\$120.28

RAILROAD MGMT CO III

RAILROAD MGMT CO III	Sewer Fund - Collection	License Fees	\$2,942.86
<i>RAILROAD MGMT CO III - Total For Sewer Fund - Collection</i>			<i>\$2,942.86</i>
RAILROAD MGMT CO III	Water - Distribution	License Fees	\$2,942.87
<i>RAILROAD MGMT CO III - Total For Water - Distribution</i>			<i>\$2,942.87</i>
RAILROAD MGMT CO III - ALL DEPARTMENTS			\$5,885.73

RAND MCNALLY

RAND MCNALLY	Ft. Caspar	Wall map for shop	\$41.96
<i>RAND MCNALLY - Total For Ft. Caspar</i>			<i>\$41.96</i>

RAND MCNALLY - ALL DEPARTMENTS	\$41.96
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RC REPAIRCLINIC.COM

RC REPAIRCLINIC.COM	Buildings & Structures Fund	Repair parts for Aquatics fridge	\$68.56
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<i>RC REPAIRCLINIC.COM - Total For Buildings & Structures Fund</i>			<i>\$68.56</i>
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RC REPAIRCLINIC.COM - ALL DEPARTMENTS	\$68.56
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RECYKLING INDUSTRIAL

RECYKLING INDUSTRIAL	Balefill - Dispatch	Cylinder Clamp South Bayler	\$592.50
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RECYKLING INDUSTRIAL	Balefill - Dispatch	Cylinder Clamp North Baler	\$592.50
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<i>RECYKLING INDUSTRIAL - Total For Balefill - Dispatch</i>			<i>\$1,185.00</i>
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RECYKLING INDUSTRIAL - ALL DEPARTMENTS	\$1,185.00
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RELIANT FEDERAL CRED

RELIANT FEDERAL CRED	Police Administration	Search Warrant 19-024828- Acct. Research	\$50.00
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<i>RELIANT FEDERAL CRED - Total For Police Administration</i>			<i>\$50.00</i>
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RELIANT FEDERAL CRED - ALL DEPARTMENTS	\$50.00
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REMAX THE GROUP

REMAX THE GROUP	Revolving Land Fund	1536 Oakcrest Avenue- Bill Lyons	\$100.00
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<i>REMAX THE GROUP - Total For Revolving Land Fund</i>			<i>\$100.00</i>
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REMAX THE GROUP - ALL DEPARTMENTS	\$100.00
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RESOLUTE INDUSTRIAL

RESOLUTE INDUSTRIAL	WWTP - Operations	Heater for dewatering building	\$3,445.00
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<i>RESOLUTE INDUSTRIAL - Total For WWTP - Operations</i>			<i>\$3,445.00</i>
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RESOLUTE INDUSTRIAL - ALL DEPARTMENTS	\$3,445.00
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RICOH USA INC

RICOH USA INC	Code Enforcement	Copier Charge	\$294.05
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<i>RICOH USA INC - Total For Code Enforcement</i>			<i>\$294.05</i>
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RICOH USA INC - ALL DEPARTMENTS	\$294.05
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RIEDEL SKATES

RIEDEL SKATES	Capital Projects Fund	RENTAL SKATES - REPLACEMENT	\$4,900.92
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<i>RIEDEL SKATES - Total For Capital Projects Fund</i>			<i>\$4,900.92</i>
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RIEDEL SKATES - ALL DEPARTMENTS	\$4,900.92
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RMI WYOMING INC

RMI WYOMING INC	Operations	Ear Plugs, Safety Glasses	\$663.58
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RMI WYOMING INC	Operations	AED Plus Defib	\$1,612.00
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<i>RMI WYOMING INC - Total For Operations</i>			<i>\$2,275.58</i>
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RMI WYOMING INC - ALL DEPARTMENTS	\$2,275.58
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ROCKY MOUNTAIN AIR S

ROCKY MOUNTAIN AIR S	Water - Distribution	Cylinder rent charge	\$21.47
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<i>ROCKY MOUNTAIN AIR S - Total For Water - Distribution</i>			<i>\$21.47</i>
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ROCKY MOUNTAIN AIR S - ALL DEPARTMENTS	\$21.47
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ROCKY MOUNTAIN POWER

ROCKY MOUNTAIN POWER	Aquatics - Operations	Electricity	\$4,691.91
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<i>ROCKY MOUNTAIN POWER - Total For Aquatics - Operations</i>			<i>\$4,691.91</i>
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ROCKY MOUNTAIN POWER	Cemetery	Electricity	\$136.72
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<i>ROCKY MOUNTAIN POWER - Total For Cemetery</i>			<i>\$136.72</i>
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ROCKY MOUNTAIN POWER	City Center	Electricity	\$1,071.57
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<i>ROCKY MOUNTAIN POWER - Total For City Center</i>			<i>\$1,071.57</i>
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ROCKY MOUNTAIN POWER	City Hall/Campus Buildings	Electricity	\$3,229.74
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<i>ROCKY MOUNTAIN POWER - Total For City Hall/Campus Buildings</i>			<i>\$3,229.74</i>
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ROCKY MOUNTAIN POWER	Fire Administration	Electricity	\$227.52
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ROCKY MOUNTAIN POWER	Fire Administration	Electricity	\$1,056.17
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ROCKY MOUNTAIN POWER	Fire Administration	Electricity	\$2,361.46
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<i>ROCKY MOUNTAIN POWER - Total For Fire Administration</i>			<i>\$3,645.15</i>
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ROCKY MOUNTAIN POWER	Fleet Maintenance Fund	Electricity	\$3,872.21
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<i>ROCKY MOUNTAIN POWER - Total For Fleet Maintenance Fund</i>			<i>\$3,872.21</i>
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ROCKY MOUNTAIN POWER	Golf - Operations	Electricity	\$2,783.73
<i>ROCKY MOUNTAIN POWER - Total For Golf - Operations</i>			<i>\$2,783.73</i>
ROCKY MOUNTAIN POWER	Hogadon - Operations	Electricity	\$7,608.83
ROCKY MOUNTAIN POWER	Hogadon - Operations	Electricity	\$4,213.65
<i>ROCKY MOUNTAIN POWER - Total For Hogadon - Operations</i>			<i>\$11,822.48</i>
ROCKY MOUNTAIN POWER	Ice Arena - Operations	Electricity	\$5,600.49
<i>ROCKY MOUNTAIN POWER - Total For Ice Arena - Operations</i>			<i>\$5,600.49</i>
ROCKY MOUNTAIN POWER	Marathon Bldg	Electricity	\$1,184.56
<i>ROCKY MOUNTAIN POWER - Total For Marathon Bldg</i>			<i>\$1,184.56</i>
ROCKY MOUNTAIN POWER	Metro Animal Fund - Admin	Electricity	\$904.96
<i>ROCKY MOUNTAIN POWER - Total For Metro Animal Fund - Admin</i>			<i>\$904.96</i>
ROCKY MOUNTAIN POWER	Miller St. Dorm	Electricity	\$38.21
<i>ROCKY MOUNTAIN POWER - Total For Miller St. Dorm</i>			<i>\$38.21</i>
ROCKY MOUNTAIN POWER	Parks - Parks Maint.	Electricity	\$74.43
<i>ROCKY MOUNTAIN POWER - Total For Parks - Parks Maint.</i>			<i>\$74.43</i>
ROCKY MOUNTAIN POWER	Parks - Special Areas	Electricity	\$3,441.54
<i>ROCKY MOUNTAIN POWER - Total For Parks - Special Areas</i>			<i>\$3,441.54</i>
ROCKY MOUNTAIN POWER	Public Saftey Communication	Electricity	\$275.08
<i>ROCKY MOUNTAIN POWER - Total For Public Saftey Communication</i>			<i>\$275.08</i>
ROCKY MOUNTAIN POWER	Rec Center - Operations	Electricity	\$3,141.38
<i>ROCKY MOUNTAIN POWER - Total For Rec Center - Operations</i>			<i>\$3,141.38</i>
ROCKY MOUNTAIN POWER	Sewer Fund - Collection	Electricity	\$480.70
ROCKY MOUNTAIN POWER	Sewer Fund - Collection	Electricity	\$68.94
<i>ROCKY MOUNTAIN POWER - Total For Sewer Fund - Collection</i>			<i>\$549.64</i>
ROCKY MOUNTAIN POWER	Traffic Control	Electricity	\$83.53
ROCKY MOUNTAIN POWER	Traffic Control	Electricity	\$46,871.13
<i>ROCKY MOUNTAIN POWER - Total For Traffic Control</i>			<i>\$46,954.66</i>
ROCKY MOUNTAIN POWER	Water - Tanks	Electricity	\$1,373.01
<i>ROCKY MOUNTAIN POWER - Total For Water - Tanks</i>			<i>\$1,373.01</i>
ROCKY MOUNTAIN POWER	WWTP - Operations	Electricity	\$25,955.73
ROCKY MOUNTAIN POWER	WWTP - Operations	Electricity	\$237.60
<i>ROCKY MOUNTAIN POWER - Total For WWTP - Operations</i>			<i>\$26,193.33</i>
ROCKY MOUNTAIN POWER - ALL DEPARTMENTS			\$120,984.80

RODOLPH BROTHERS INC

RODOLPH BROTHERS INC	Balefill - Dispatch	Tree deep root fertilization	\$791.00
<i>RODOLPH BROTHERS INC - Total For Balefill - Dispatch</i>			<i>\$791.00</i>
RODOLPH BROTHERS INC - ALL DEPARTMENTS			\$791.00

Rooter

Rooter	Parks - Parks Maint.	Provide/Install/Service Rented Portable Toilets	\$373.68
Rooter	Parks - Parks Maint.	Rented Portable toilets inv. 49106-108, 49333	\$4,122.51
<i>Rooter - Total For Parks - Parks Maint.</i>			<i>\$4,496.19</i>
Rooter - ALL DEPARTMENTS			\$4,496.19

S&S WORLDWIDE,

S&S WORLDWIDE,	Rec Center - Classes	HOBBY,TOY, AND GAME SHOPS	\$508.91
<i>S&S WORLDWIDE, - Total For Rec Center - Classes</i>			<i>\$508.91</i>
S&S WORLDWIDE, - ALL DEPARTMENTS			\$508.91

SAFE KIDS WORLDWIDE

SAFE KIDS WORLDWIDE	Training	Hayford Course Registration	\$95.00
<i>SAFE KIDS WORLDWIDE - Total For Training</i>			<i>\$95.00</i>
SAFE KIDS WORLDWIDE - ALL DEPARTMENTS			\$95.00

SAFETY KLEEN SYSTEMS

SAFETY KLEEN SYSTEMS	Balefill - Diver	Pig Absorbent/Absorbent Pads	\$456.00
<i>SAFETY KLEEN SYSTEMS - Total For Balefill - Diver</i>			<i>\$456.00</i>
SAFETY KLEEN SYSTEMS - ALL DEPARTMENTS			\$456.00

SAMS CLUB #6425

SAMS CLUB #6425	Fire Administration	2 Printers	\$435.70
<i>SAMS CLUB #6425 - Total For Fire Administration</i>			<i>\$435.70</i>
SAMS CLUB #6425	Ice Arena - Operations	WHOLESALE CLUBS	\$79.18
SAMS CLUB #6425	Ice Arena - Operations	CUSTODIAL SUPPLIES	\$171.42
<i>SAMS CLUB #6425 - Total For Ice Arena - Operations</i>			<i>\$250.60</i>

SAMS CLUB #6425 - ALL DEPARTMENTS**\$686.30****SAMSCLUB #6425**

SAMSCLUB #6425	Aquatics - Pool	CLASS SUPPLIES, TRASH BAGS	\$52.72
<i>SAMSCLUB #6425 - Total For Aquatics - Pool</i>			<i>\$52.72</i>
SAMSCLUB #6425	Balefill - Dispatch	WHOLESALE CLUBS LANDFILL SUPPLIES	\$318.61
<i>SAMSCLUB #6425 - Total For Balefill - Dispatch</i>			<i>\$318.61</i>
SAMSCLUB #6425	ice Arena - Concessions	WHOLESALE CLUBS	\$19.77
<i>SAMSCLUB #6425 - Total For ice Arena - Concessions</i>			<i>\$19.77</i>
SAMSCLUB #6425	Rec Center - Classes	CLASS SUPPLIES, TRASH BAGS	\$80.44
<i>SAMSCLUB #6425 - Total For Rec Center - Classes</i>			<i>\$80.44</i>
SAMSCLUB #6425	Training	Snacks for Assessors	\$44.88
SAMSCLUB #6425	Training	Assessment Center Supplies	\$55.80
<i>SAMSCLUB #6425 - Total For Training</i>			<i>\$100.68</i>

SAMSCLUB #6425 - ALL DEPARTMENTS**\$572.22****SAMSCLUB.COM**

SAMSCLUB.COM	ice Arena - Concessions	WHOLESALE CLUBS	\$564.06
SAMSCLUB.COM	ice Arena - Concessions	WHOLESALE CLUBS	\$225.38
<i>SAMSCLUB.COM - Total For ice Arena - Concessions</i>			<i>\$789.44</i>
SAMSCLUB.COM	Operations	Station Supplies	\$304.41
SAMSCLUB.COM	Operations	Custodial Supplies	\$231.18
<i>SAMSCLUB.COM - Total For Operations</i>			<i>\$535.59</i>
SAMSCLUB.COM	Training	Station Supplies	\$394.32
<i>SAMSCLUB.COM - Total For Training</i>			<i>\$394.32</i>

SAMSCLUB.COM - ALL DEPARTMENTS**\$1,719.35****SHOSHONE DISTRIBUTIN**

SHOSHONE DISTRIBUTIN	Ft. Caspar	Misc. Souvenirs	\$125.00
SHOSHONE DISTRIBUTIN	Ft. Caspar	Misc. Souvenirs	\$323.00
<i>SHOSHONE DISTRIBUTIN - Total For Ft. Caspar</i>			<i>\$448.00</i>

SHOSHONE DISTRIBUTIN - ALL DEPARTMENTS**\$448.00**

SMARSH, INC

SMARSH, INC	Information Services	Nov. 2019 Archiving	\$3,680.50
<i>SMARSH, INC - Total For Information Services</i>			<i>\$3,680.50</i>
SMARSH, INC - ALL DEPARTMENTS			\$3,680.50

SMITHS FOOD #4185

SMITHS FOOD #4185	Regional Water Operations	JPB Lunch	\$12.98
<i>SMITHS FOOD #4185 - Total For Regional Water Operations</i>			<i>\$12.98</i>
SMITHS FOOD #4185 - ALL DEPARTMENTS			\$12.98

SOLID WASTE ASSOCIA

SOLID WASTE ASSOCIA	Balefill - Dispatch	ASSOCIATION DUES	\$223.00
<i>SOLID WASTE ASSOCIA - Total For Balefill - Dispatch</i>			<i>\$223.00</i>
SOLID WASTE ASSOCIA - ALL DEPARTMENTS			\$223.00

SOURCE OFFICE

SOURCE OFFICE	Balefill - Diver	OFFICE PENS	\$41.75
<i>SOURCE OFFICE - Total For Balefill - Diver</i>			<i>\$41.75</i>
SOURCE OFFICE - ALL DEPARTMENTS			\$41.75

SPECTRUM REACH

SPECTRUM REACH	Golf - Operations	Cable Service for Clubhouse	\$301.90
<i>SPECTRUM REACH - Total For Golf - Operations</i>			<i>\$301.90</i>
SPECTRUM REACH - ALL DEPARTMENTS			\$301.90

SQ SQ 307 POWERWAS

SQ SQ 307 POWERWAS	Parks - Parks Maint.	GENERAL CONTRACTORS-RESIDENTIAL	\$200.00
<i>SQ SQ 307 POWERWAS - Total For Parks - Parks Maint.</i>			<i>\$200.00</i>
SQ SQ 307 POWERWAS - ALL DEPARTMENTS			\$200.00

SQ SQ EILEEN'S COL

SQ SQ EILEEN'S COL	Human Resources	Cookies CWC	\$22.50
<i>SQ SQ EILEEN'S COL - Total For Human Resources</i>			<i>\$22.50</i>
SQ SQ EILEEN'S COL - ALL DEPARTMENTS			\$22.50

SQ SQ MAX FIRE APP

SQ SQ MAX FIRE APP	Operations	4000 Series End Stanchion, Left \$ Right	\$56.65
<i>SQ SQ MAX FIRE APP - Total For Operations</i>			<i>\$56.65</i>
SQ SQ MAX FIRE APP - ALL DEPARTMENTS			\$56.65

SQ SQ PEDEN'S

SQ SQ PEDEN'S	Hogadon - Operations	Embroidery uniforms	\$60.00
<i>SQ SQ PEDEN'S - Total For Hogadon - Operations</i>			<i>\$60.00</i>
SQ SQ PEDEN'S	Human Resources	Retirement Plaque Order x 2	\$60.00
<i>SQ SQ PEDEN'S - Total For Human Resources</i>			<i>\$60.00</i>
SQ SQ PEDEN'S	ice Arena - Classes	STAFF SHIRTS	\$300.00
<i>SQ SQ PEDEN'S - Total For ice Arena - Classes</i>			<i>\$300.00</i>
SQ SQ PEDEN'S	Ice Arena - Operations	STAFF SHIRTS	\$324.00
<i>SQ SQ PEDEN'S - Total For Ice Arena - Operations</i>			<i>\$324.00</i>
SQ SQ PEDEN'S - ALL DEPARTMENTS			\$744.00

SQ SQ SUMMIT ELECT

SQ SQ SUMMIT ELECT	Buildings & Structures Fund	Contractors to install heaters in Ice Arena Refer	\$416.74
SQ SQ SUMMIT ELECT	Buildings & Structures Fund	Electrical contract work at Aquatics Center	\$105.00
<i>SQ SQ SUMMIT ELECT - Total For Buildings & Structures Fund</i>			<i>\$521.74</i>
SQ SQ SUMMIT ELECT	Capital Projects Fund	Electrical Contractor repairs at Senior Center	\$70.00
<i>SQ SQ SUMMIT ELECT - Total For Capital Projects Fund</i>			<i>\$70.00</i>
SQ SQ SUMMIT ELECT - ALL DEPARTMENTS			\$591.74

SQ SQ THE VAC

SQ SQ THE VAC	Human Resources	30 Year Celebration - Balloons	\$29.55
<i>SQ SQ THE VAC - Total For Human Resources</i>			<i>\$29.55</i>

SQ SQ THE VAC - ALL DEPARTMENTS	\$29.55
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SQU SQ WYATT ELECTR

SQU SQ WYATT ELECTR	Capital Projects Fund	Installation of 50AMP Plug at lansing for trailer	\$1,438.90
SQU SQ WYATT ELECTR	Capital Projects Fund	Purchase of Transformer for Mike Lansing Field	\$1,992.37
<i>SQU SQ WYATT ELECTR - Total For Capital Projects Fund</i>			<i>\$3,431.27</i>
SQU SQ WYATT ELECTR - ALL DEPARTMENTS			\$3,431.27

SQUARE SQ PEAK RES

SQUARE SQ PEAK RES	Operations	Running Shoes	\$258.00
<i>SQUARE SQ PEAK RES - Total For Operations</i>			<i>\$258.00</i>
SQUARE SQ PEAK RES - ALL DEPARTMENTS			\$258.00

STANTEC CONSULTING S

STANTEC CONSULTING S	Capital Projects Fund	NPRR- 1st St. Reach 12-51	\$31,255.51
<i>STANTEC CONSULTING S - Total For Capital Projects Fund</i>			<i>\$31,255.51</i>
STANTEC CONSULTING S - ALL DEPARTMENTS			\$31,255.51

STAPLES

STAPLES	Balefill - Dispatch	PAPER PUNCH FOR 800 PAPERS	\$141.99
<i>STAPLES - Total For Balefill - Dispatch</i>			<i>\$141.99</i>
STAPLES	Fire Administration	Toner	\$95.92
<i>STAPLES - Total For Fire Administration</i>			<i>\$95.92</i>
STAPLES	Streets	STATIONARY, OFFICE AND SCHOOL SUPPLY STO	\$39.99
<i>STAPLES - Total For Streets</i>			<i>\$39.99</i>
STAPLES	Training	Assessment Center Supplies	\$185.73
<i>STAPLES - Total For Training</i>			<i>\$185.73</i>
STAPLES - ALL DEPARTMENTS			\$463.63

STAPLES DIRECT

STAPLES DIRECT	Parks - Parks Maint.	STATIONERY,OFFICE SUPPLIES,PRINTING AND	\$126.91
<i>STAPLES DIRECT - Total For Parks - Parks Maint.</i>			<i>\$126.91</i>

STAPLES DIRECT	Parks - Special Areas	STATIONERY,OFFICE SUPPLIES,PRINTING AND	(\$6.04)
<i>STAPLES DIRECT - Total For Parks - Special Areas</i>			<i>(\$6.04)</i>
STAPLES DIRECT - ALL DEPARTMENTS			\$120.87

STERLING

STERLING	Human Resources	Nov. 19 Background Checks	\$696.02
<i>STERLING - Total For Human Resources</i>			<i>\$696.02</i>
STERLING - ALL DEPARTMENTS			\$696.02

SUBWAY

SUBWAY	Balefill - Dispatch	utility rates working lunch	\$27.96
<i>SUBWAY - Total For Balefill - Dispatch</i>			<i>\$27.96</i>
SUBWAY	Balefill - Proc	NOVEMBER 15 VISITOR TOURS OF LOUNGE AND	\$59.34
<i>SUBWAY - Total For Balefill - Proc</i>			<i>\$59.34</i>
SUBWAY	Regional Water Operations	JPB Lunch	\$58.20
<i>SUBWAY - Total For Regional Water Operations</i>			<i>\$58.20</i>
SUBWAY - ALL DEPARTMENTS			\$145.50

SUTHERLANDS 2219

SUTHERLANDS 2219	Regional Water Operations	Winter weather supplies	\$105.58
<i>SUTHERLANDS 2219 - Total For Regional Water Operations</i>			<i>\$105.58</i>
SUTHERLANDS 2219	Water - Distribution	BUG FOGGER	\$12.99
<i>SUTHERLANDS 2219 - Total For Water - Distribution</i>			<i>\$12.99</i>
SUTHERLANDS 2219 - ALL DEPARTMENTS			\$118.57

SWI, LLC

SWI, LLC	Balefill - Dispatch	Replace lock box	\$435.15
<i>SWI, LLC - Total For Balefill - Dispatch</i>			<i>\$435.15</i>
SWI, LLC - ALL DEPARTMENTS			\$435.15

Terri Baker

Terri Baker	Parks - Parks Maint.	Holiday Square Cookies 800	\$299.00
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Terri Baker - Total For Parks - Parks Maint.	\$299.00
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Terri Baker - ALL DEPARTMENTS	\$299.00
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THE HOME DEPOT

THE HOME DEPOT	Capital Projects Fund	Conwell Christmas Lights	\$17.96
THE HOME DEPOT - Total For Capital Projects Fund			\$17.96
THE HOME DEPOT	Cemetery	home depot Locating pin flags cemetery plot us	\$15.94
THE HOME DEPOT - Total For Cemetery			\$15.94
THE HOME DEPOT	Ice Arena - Operations	RODENT EXTERMINATORS	\$17.94
THE HOME DEPOT - Total For Ice Arena - Operations			\$17.94
THE HOME DEPOT	Meter Services	Cable ties	\$25.88
THE HOME DEPOT - Total For Meter Services			\$25.88
THE HOME DEPOT	Operations	10pk light bulbs	\$29.98
THE HOME DEPOT - Total For Operations			\$29.98
THE HOME DEPOT	Parks - Parks Maint.	HOME SUPPLY WAREHOUSE STORES	(\$49.97)
THE HOME DEPOT - Total For Parks - Parks Maint.			(\$49.97)
THE HOME DEPOT	Parks - Special Areas	HOME SUPPLY WAREHOUSE STORES	\$85.97
THE HOME DEPOT - Total For Parks - Special Areas			\$85.97
THE HOME DEPOT	Traffic Control	GFCI outlets for OYD poles that have x-mas light	\$50.33
THE HOME DEPOT - Total For Traffic Control			\$50.33

THE HOME DEPOT - ALL DEPARTMENTS	\$194.03
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THOMSON WEST TCD

THOMSON WEST TCD	City Attorney	PROFESSIONAL SERVICES NOT ELSEWHERE CLAS	\$1,359.63
THOMSON WEST TCD	City Attorney	PROFESSIONAL SERVICES NOT ELSEWHERE CLAS	\$140.43
THOMSON WEST TCD - Total For City Attorney			\$1,500.06

THOMSON WEST TCD - ALL DEPARTMENTS	\$1,500.06
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THREE TRAILS ASSESSM

THREE TRAILS ASSESSM	Health Insurance Fund	Three Trails Membership Fees	\$30,680.00
THREE TRAILS ASSESSM - Total For Health Insurance Fund			\$30,680.00

THREE TRAILS ASSESSM - ALL DEPARTMENTS	\$30,680.00
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TOP OFFICE PRODUCTS

TOP OFFICE PRODUCTS	City Attorney	STATIONERY,OFFICE SUPPLIES,PRINTING AND	\$148.10
TOP OFFICE PRODUCTS - Total For City Attorney			\$148.10
TOP OFFICE PRODUCTS	WWTP - Operations	Printing/Copier Maintenance Nov. 2019	\$177.13
TOP OFFICE PRODUCTS - Total For WWTP - Operations			\$177.13
TOP OFFICE PRODUCTS - ALL DEPARTMENTS			\$325.23

TRAININGMASKINC

TRAININGMASKINC	Training	Training Masks - PE Equipment	\$33.82
TRAININGMASKINC - Total For Training			\$33.82
TRAININGMASKINC - ALL DEPARTMENTS			\$33.82

TRIHYDRO CORP.

TRIHYDRO CORP.	Capital Projects Fund	EPA Brownfields- Hazardous	\$8,568.88
TRIHYDRO CORP.	Capital Projects Fund	EPA Brownfields- Petroleum	\$14,296.55
TRIHYDRO CORP. - Total For Capital Projects Fund			\$22,865.43
TRIHYDRO CORP. - ALL DEPARTMENTS			\$22,865.43

TST EGGINGTON S

TST EGGINGTON S	City Manager	LUNCH MEETING	\$48.15
TST EGGINGTON S - Total For City Manager			\$48.15
TST EGGINGTON S - ALL DEPARTMENTS			\$48.15

TYLER TECHNOLOGIES I

TYLER TECHNOLOGIES I	Balefill - Dispatch	Munis Conversion	\$225.18
TYLER TECHNOLOGIES I - Total For Balefill - Dispatch			\$225.18
TYLER TECHNOLOGIES I	Capital Projects Fund	Munis Conversion	\$3,884.39
TYLER TECHNOLOGIES I - Total For Capital Projects Fund			\$3,884.39
TYLER TECHNOLOGIES I	Refuse - Residential	Munis Conversion	\$337.77
TYLER TECHNOLOGIES I - Total For Refuse - Residential			\$337.77
TYLER TECHNOLOGIES I	Regional Water Operations	Munis Conversion	\$56.30
TYLER TECHNOLOGIES I - Total For Regional Water Operations			\$56.30

TYLER TECHNOLOGIES I	Sewer Fund - Collection	Munis Conversion	\$281.48
<i>TYLER TECHNOLOGIES I - Total For Sewer Fund - Collection</i>			<i>\$281.48</i>
TYLER TECHNOLOGIES I	Water - Distribution	Munis Conversion	\$619.25
<i>TYLER TECHNOLOGIES I - Total For Water - Distribution</i>			<i>\$619.25</i>
TYLER TECHNOLOGIES I	WWTP - Operations	Munis Conversion	\$225.18
<i>TYLER TECHNOLOGIES I - Total For WWTP - Operations</i>			<i>\$225.18</i>
TYLER TECHNOLOGIES I - ALL DEPARTMENTS			\$5,629.55

UNIFORMS 2 GEAR

UNIFORMS 2 GEAR	Police Administration	Strion LED Holder	\$649.90
UNIFORMS 2 GEAR	Police Administration	CoolTacx Glove	\$31.65
UNIFORMS 2 GEAR	Police Administration	Misc. Custom should patches	\$690.00
UNIFORMS 2 GEAR	Police Administration	WeatherTech Jacket, Badge	\$125.38
<i>UNIFORMS 2 GEAR - Total For Police Administration</i>			<i>\$1,496.93</i>
UNIFORMS 2 GEAR - ALL DEPARTMENTS			\$1,496.93

UNION WIRELESS

UNION WIRELESS	Water - Tanks	Upper Rock Creek Reservoir SCADA & Cell Phon	\$128.90
<i>UNION WIRELESS - Total For Water - Tanks</i>			<i>\$128.90</i>
UNION WIRELESS - ALL DEPARTMENTS			\$128.90

URGENT CARE OF CASPE

URGENT CARE OF CASPE	Police Administration	Misc. Exams	\$924.00
URGENT CARE OF CASPE	Police Administration	Stenhaug Physical Exam	\$75.00
URGENT CARE OF CASPE	Police Administration	Simons Exam	\$252.00
URGENT CARE OF CASPE	Police Administration	Misc. Exams	\$1,386.00
<i>URGENT CARE OF CASPE - Total For Police Administration</i>			<i>\$2,637.00</i>
URGENT CARE OF CASPE - ALL DEPARTMENTS			\$2,637.00

USPS PO 5715580945

USPS PO 5715580945	Human Resources	POSTAGE TO STATE OF WYOMING	\$2.80
<i>USPS PO 5715580945 - Total For Human Resources</i>			<i>\$2.80</i>

USPS PO 5715580945 - ALL DEPARTMENTS**\$2.80****VISIONTRON CORP**

VISIONTRON CORP	Buildings & Structures Fund	Crowd control equipment for City Hall	\$136.12
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<i>VISIONTRON CORP - Total For Buildings & Structures Fund</i>			<i>\$136.12</i>
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VISIONTRON CORP - ALL DEPARTMENTS**\$136.12****VZWRLSS IVR VB**

VZWRLSS IVR VB	Sewer Fund - Collection	WWC phones	\$113.73
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<i>VZWRLSS IVR VB - Total For Sewer Fund - Collection</i>			<i>\$113.73</i>
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VZWRLSS IVR VB	Streets	Traffic dept. hotspot and Streets on call phone	\$65.97
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<i>VZWRLSS IVR VB - Total For Streets</i>			<i>\$65.97</i>
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VZWRLSS IVR VB	WWTP - Operations	Operator and maintenance cell phones	\$145.85
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<i>VZWRLSS IVR VB - Total For WWTP - Operations</i>			<i>\$145.85</i>
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VZWRLSS IVR VB - ALL DEPARTMENTS**\$325.55****VZWRLSS MY VZ VB P**

VZWRLSS MY VZ VB P	Fire Administration	Two months of Air Card Service	\$240.02
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VZWRLSS MY VZ VB P	Fire Administration	Two months cell phone service	\$4,292.20
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<i>VZWRLSS MY VZ VB P - Total For Fire Administration</i>			<i>\$4,532.22</i>
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VZWRLSS MY VZ VB P	Golf - Operations	Cellular Service for Ipads	\$80.02
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<i>VZWRLSS MY VZ VB P - Total For Golf - Operations</i>			<i>\$80.02</i>
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VZWRLSS MY VZ VB P	Operations	September Air Card Bill	\$120.03
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<i>VZWRLSS MY VZ VB P - Total For Operations</i>			<i>\$120.03</i>
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VZWRLSS MY VZ VB P	Regional Water Operations	WTP Operator Cell Phone	\$25.92
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<i>VZWRLSS MY VZ VB P - Total For Regional Water Operations</i>			<i>\$25.92</i>
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VZWRLSS MY VZ VB P - ALL DEPARTMENTS**\$4,758.19****WAL-MART #1617**

WAL-MART #1617	Balefill - Proc	key tags, picture hangers, wall clocks	\$23.38
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WAL-MART #1617	Balefill - Proc	CREDIT FLOOR PROTECTORS	(\$19.94)
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WAL-MART #1617	Balefill - Proc	FLOOR PROTECTORS FOR LOUNGE FURNITURE	\$21.85
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<i>WAL-MART #1617 - Total For Balefill - Proc</i>			<i>\$25.29</i>
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WAL-MART #1617 - ALL DEPARTMENTS	\$25.29
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WAL-MART #3778

WAL-MART #3778	Ft. Caspar	Exhibit supplies.	\$3.93
WAL-MART #3778	Ft. Caspar	Supplies for Museum Class Visit with Discover Pr	\$37.29
<i>WAL-MART #3778 - Total For Ft. Caspar</i>			<i>\$41.22</i>

WAL-MART #3778 - ALL DEPARTMENTS	\$41.22
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WAMCO LABS, INC.

WAMCO LABS, INC.	WWTP - Operations	4Q 2019 Whole Effluent Toxicity Testing	\$1,800.00
<i>WAMCO LABS, INC. - Total For WWTP - Operations</i>			<i>\$1,800.00</i>

WAMCO LABS, INC. - ALL DEPARTMENTS	\$1,800.00
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WARDWELL WATER & SEW

WARDWELL WATER & SEW	RWS - Booster Stations	Booster/Irrigation	\$15.35
<i>WARDWELL WATER & SEW - Total For RWS - Booster Stations</i>			<i>\$15.35</i>

WARDWELL WATER & SEW - ALL DEPARTMENTS	\$15.35
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WEAR PARTS INC

WEAR PARTS INC	Balefill - Proc	BALER BOLTS	\$41.20
<i>WEAR PARTS INC - Total For Balefill - Proc</i>			<i>\$41.20</i>
WEAR PARTS INC	Operations	Repair for T1	\$9.05
<i>WEAR PARTS INC - Total For Operations</i>			<i>\$9.05</i>

WEAR PARTS INC - ALL DEPARTMENTS	\$50.25
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WEF MAIN

WEF MAIN	WWTP - Operations	Operator book	\$149.50
<i>WEF MAIN - Total For WWTP - Operations</i>			<i>\$149.50</i>

WEF MAIN - ALL DEPARTMENTS	\$149.50
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WEST PLAINS ENGINEER

WEST PLAINS ENGINEER	Capital Projects Fund	CEC Domestic and Fire Service Replacement	\$500.00
<i>WEST PLAINS ENGINEER - Total For Capital Projects Fund</i>			<i>\$500.00</i>
WEST PLAINS ENGINEER - ALL DEPARTMENTS			\$500.00

WESTERN SLING CO

WESTERN SLING CO	Regional Water Operations	Dewatering pump parts	\$39.92
<i>WESTERN SLING CO - Total For Regional Water Operations</i>			<i>\$39.92</i>
WESTERN SLING CO - ALL DEPARTMENTS			\$39.92

WESTERN STATES FIRE

WESTERN STATES FIRE	WWTP - Operations	Fire inspection	\$441.00
<i>WESTERN STATES FIRE - Total For WWTP - Operations</i>			<i>\$441.00</i>
WESTERN STATES FIRE - ALL DEPARTMENTS			\$441.00

WESTERN WATER CONSUL

WESTERN WATER CONSUL	Capital Projects Fund	Midwest David- Elm 17-031	\$13,246.59
WESTERN WATER CONSUL	Capital Projects Fund	Midwest Ave. Reconstruction Elm to Walnut 18-	\$4,291.00
<i>WESTERN WATER CONSUL - Total For Capital Projects Fund</i>			<i>\$17,537.59</i>
WESTERN WATER CONSUL	Sewer Fund - Collection	Midwest David- Elm 17-031	\$291.67
<i>WESTERN WATER CONSUL - Total For Sewer Fund - Collection</i>			<i>\$291.67</i>
WESTERN WATER CONSUL	Water - Distribution	Midwest David- Elm 17-031	\$1,824.14
<i>WESTERN WATER CONSUL - Total For Water - Distribution</i>			<i>\$1,824.14</i>
WESTERN WATER CONSUL - ALL DEPARTMENTS			\$19,653.40

WLC ENGINEERING - SU

WLC ENGINEERING - SU	Planning - Admin	Plat East side of Robertson Road	\$6,415.88
WLC ENGINEERING - SU	Planning - Admin	14694 Land Surveyor	\$1,452.50
<i>WLC ENGINEERING - SU - Total For Planning - Admin</i>			<i>\$7,868.38</i>
WLC ENGINEERING - SU - ALL DEPARTMENTS			\$7,868.38

WM SUPERCENTER

WM SUPERCENTER	Balefill - Diver	LOUNGE FLOOR PROTECTORS SWF SUPPLIES	\$33.00
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<i>WM SUPERCENTER - Total For Balefill - Diver</i>			\$33.00
WM SUPERCENTER	Balefill - Proc	LOUNGE FLOOR PROTECTORS SWF SUPPLIES	\$19.94
<i>WM SUPERCENTER - Total For Balefill - Proc</i>			\$19.94
WM SUPERCENTER	Buildings & Structures Fund	Christmas decorations for City Hall	\$60.83
<i>WM SUPERCENTER - Total For Buildings & Structures Fund</i>			\$60.83
WM SUPERCENTER	Ft. Caspar	Exhibit supplies	\$8.64
<i>WM SUPERCENTER - Total For Ft. Caspar</i>			\$8.64
WM SUPERCENTER	Operations	Station Supplies	\$28.45
WM SUPERCENTER	Operations	Mouse Traps	\$7.83
<i>WM SUPERCENTER - Total For Operations</i>			\$36.28
WM SUPERCENTER	Rec Center - Classes	GROCERY STORES, SUPERMARKETS	\$21.46
<i>WM SUPERCENTER - Total For Rec Center - Classes</i>			\$21.46
WM SUPERCENTER	Water - Distribution	CLEANING SUPPLIES	\$13.56
<i>WM SUPERCENTER - Total For Water - Distribution</i>			\$13.56
WM SUPERCENTER	WWTP - Operations	Sample bottles	\$17.46
<i>WM SUPERCENTER - Total For WWTP - Operations</i>			\$17.46
WM SUPERCENTER - ALL DEPARTMENTS			\$211.17

WOODWORKERS SUPPLY,

WOODWORKERS SUPPLY,	Balefill - Proc	SMALL GRINDER FOR VALVE FIX BALERS	\$201.72
<i>WOODWORKERS SUPPLY, - Total For Balefill - Proc</i>			\$201.72
WOODWORKERS SUPPLY,	Buildings & Structures Fund	Cabinet repair supplies for Ice Arena	\$56.26
<i>WOODWORKERS SUPPLY, - Total For Buildings & Structures Fund</i>			\$56.26
WOODWORKERS SUPPLY, - ALL DEPARTMENTS			\$257.98

WPSG- INC

WPSG- INC	Operations	The Fire Store - Fire Hooks Unlimited Extinguish	\$58.48
<i>WPSG- INC - Total For Operations</i>			\$58.48
WPSG- INC - ALL DEPARTMENTS			\$58.48

WY. ASSOC. OF RURAL

WY. ASSOC. OF RURAL	Water - Admin	Membership Dues	\$347.00
WY. ASSOC. OF RURAL	Water - Admin	Membership Dues	\$103.00

WY. ASSOC. OF RURAL - Total For Water - Admin	\$450.00
WY. ASSOC. OF RURAL - ALL DEPARTMENTS	\$450.00

WY. MACHINERY CO.

WY. MACHINERY CO. Balefill - Dispatch	Haul Truck rental w/ 10050.00 Credit	\$9,999.75
WY. MACHINERY CO. - Total For Balefill - Dispatch		\$9,999.75
WY. MACHINERY CO. - ALL DEPARTMENTS		\$9,999.75

WYOMING ALE WORKS

WYOMING ALE WORKS Training	Assessor Meal	\$108.72
WYOMING ALE WORKS - Total For Training		\$108.72
WYOMING ALE WORKS - ALL DEPARTMENTS		\$108.72

WYOMING CAMERA

WYOMING CAMERA Prevention & Inspection	Canon Powershot G3X	\$1,192.94
WYOMING CAMERA - Total For Prevention & Inspection		\$1,192.94
WYOMING CAMERA - ALL DEPARTMENTS		\$1,192.94

WYOMING POWER WASH I

WYOMING POWER WASH I WWTP - Operations	Blast and paint DAFT flights	\$1,504.47
WYOMING POWER WASH I - Total For WWTP - Operations		\$1,504.47
WYOMING POWER WASH I - ALL DEPARTMENTS		\$1,504.47

WYOMING STEEL & RECY

WYOMING STEEL & RECY Balefill - Proc	Steel for Rails @ New Baler	\$39.50
WYOMING STEEL & RECY - Total For Balefill - Proc		\$39.50
WYOMING STEEL & RECY - ALL DEPARTMENTS		\$39.50

XEROX CORPORATION

XEROX CORPORATION Engineering	10/21-11/21 Copier Fee	\$185.66
XEROX CORPORATION Engineering	Copier Mtnc Plan	\$35.42

<i>XEROX CORPORATION - Total For Engineering</i>	<i>\$221.08</i>
XEROX CORPORATION - ALL DEPARTMENTS	\$221.08

YELLOWSTONE GARAGE

YELLOWSTONE GARAGE	City Manager	LUNCH MEETING	\$34.98
<i>YELLOWSTONE GARAGE - Total For City Manager</i>			<i>\$34.98</i>
YELLOWSTONE GARAGE	Training	Assessor Dinner	\$73.61
<i>YELLOWSTONE GARAGE - Total For Training</i>			<i>\$73.61</i>
YELLOWSTONE GARAGE - ALL DEPARTMENTS			\$108.59

ZOLL MEDICAL CORPORA

ZOLL MEDICAL CORPORA	Capital Projects Fund	Zoll AutoPulse packages/Additional LifeBands	109,665.00
<i>ZOLL MEDICAL CORPORA - Total For Capital Projects Fund</i>			<i>\$109,665.00</i>
ZOLL MEDICAL CORPORA - ALL DEPARTMENTS			\$109,665.00

CITYWIDE BILLS AND CLAIMS TOTAL **\$1,850,448.17**

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

SUBMITTED BY (Finance Dir) _____ DATE _____

DULY AUDITED BY (City Manager) _____ DATE _____

APPROVED BY (Mayor) _____ DATE _____

CITY of CASPER, WYOMING
BILLS and CLAIMS ADDENDUM
Council Meeting
12/17/19

Payroll Disbursements

12/4/19	FIRE PAYROLL	\$	177,048.84
12/4/19	BENEFITS & DEDUCTIONS	\$	81,006.74
12/12/19	FIRE PAYROLL	\$	182,670.66
12/12/19	BENEFITS & DEDUCTIONS	\$	79,851.88
12/12/19	CITY PAYROLL	\$	1,135,160.82
12/12/19	BENEFITS & DEDUCTIONS	\$	488,071.51



<u>Total Payroll</u>	\$	<u>2,143,810.45</u>
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Additional Accounts Payable

11/27/2019	Prewrits: Events Center, Utility Refunds		
	Deborah Bult	\$	1,120.00
	Ronald Bland	\$	46.60
	Jonah Bank of WY	\$	1,462.27
	Paula Reid	\$	253.38
	Global Spectrum	\$	82,909.91
	Littlefield, Terressa	\$	5.23
	Prarie Properties	\$	255.45
	Keller, Nicholas	\$	41.82
	Conterras, Candace	\$	17.27
	Williams, Kathy	\$	21.29
	Cruickshank, Karen	\$	43.46
	Seegrist, Kori	\$	45.11
	Lamb, Leroy/Sally	\$	54.97
	Milton, Benjamin	\$	17.16
			<u>86,293.92</u>
12/5/19	Prewrits: Petty Cash, Refunds, Phone Bill		
	Centurylink	\$	75.41
	Stacey Diane Bertangnole	\$	115.50
	Helen Townsend	\$	2.31
	FIB- Police Petty Cash	\$	175.03
	FIB- Muni Court Petty Cash	\$	340.00
	FIB- Engineering Petty Cash	\$	351.07
		\$	<u>1,059.32</u>

<u>Total Additional AP</u>	\$	<u>87,353.24</u>
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December 4, 2019

MEMO TO: J. Carter Napier, City Manager 
FROM: Andrew Beamer, Public Services Director 
SUBJECT: An Ordinance Amending Section 10.24.020 of the Casper Municipal Code

Meeting Type & Date:
Regular Council Meeting
December 17, 2019

Action Type
Establish Public Hearing
Minute Action

Recommendation

That Council, by minute action, establish January 7, 2020 as the Public Hearing date and 1st Reading for an amendment to Section 10.24.020 of the Casper Municipal Code.

Summary

Wyoming State Statutes specify maximum speed limits on roadways, limiting speeds to 30-mph in residential areas and 20-mph in appropriately signed school zones. The City of Casper has adopted the 30-mph speed limit as the default speed limit for all locations unless posted otherwise. Statutes also allow local authorities to establish speed limits in their jurisdiction that differ from the statutes as long as they are consistent with national practices. Underlying all speed limits is the requirement that drivers operate their vehicles at a speed that is reasonable and prudent for conditions.

Based on citizen feedback, speed data was recently collected along Metro Road to determine if the speed limit could be increased. The speed limit along this section of roadway is currently at the default of 30-mph. The 85th Percentile Speed along Metro Road is 40-mph. It is clear that the majority of the public feel this speed to be appropriate, and Council supported staff's recommendation to raise this speed limit to 40-mph.

As such, the Casper Municipal Code is proposed to be amended as follows:

“C” of Ordinance 10.24.020 is created to read as follows:

C. Metro Road from Bryan Stock Trail to Station Road.

Financial Considerations

Change in signage – anticipate \$800.00 – approximation

Oversight/Project Responsibility

Andrew Beamer, Public Services Director

Attachments

Ordinance

Existing Code Section 10.24.020

ORDINANCE NO. ____

AN ORDINANCE AMENDING SECTION 10.24.020 OF THE
CASPER MUNICIPAL CODE PERTAINING TO FORTY MILE
PER HOUR SPEED ZONES

WHEREAS, speed data along Metro Road supports raising the speed limit from 30 miles per hour to 40 miles per hour.

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

That Section 10.24.020 of Chapter 10.24 of the Casper Municipal Code is hereby amended to add an additional paragraph "C" which reads as follows:

C. Metro Road from Bryan Stock Trail to Station Road.

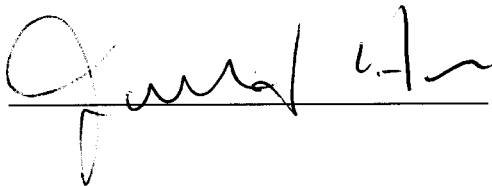
This Ordinance shall become in full force and effect upon passage on third reading and publication.

PASSED on 1st reading the ____ day of _____, 2020.

PASSED on 2nd reading the ____ day of _____, 2020.

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

APPROVED AS TO FORM:



CITY OF CASPER, WYOMING

ATTEST:

A Municipal Corporation

Fleur D. Tremel
City Clerk

Mayor

10.24.010 - Twenty mile per hour speed zones.

The following areas shall be designated as twenty mile per hour speed zones:

- A. Beginning at the point of intersection of "E" Street with Center Street, which is the northwesterly corner of the area described, thence easterly along the northern border of "E" Street extended in an easterly direction to the imaginary intersection of Park Street, thence southerly along the eastern border of Park Street to 3rd Street, thence westerly along the southern border of 3rd Street to Collins Drive; thence westerly along the southern border of Collins Drive to Durbin Street; thence southerly along the eastern border of Durbin Street to 6th Street, thence westerly along the southern border of 6th Street to Ash Street, thence northerly along the western border of Ash Street to Midwest Avenue, thence westerly to the west edge of Spruce Street, thence to the extended projection of the intersection of Spruce Street with West "C" Street and West 1st, thence northerly along the west side of West "C" Street to West "BC" Street to the extended intersection of West "BC" Street with Center Street, thence northerly along the western border of Center Street to the point of beginning;
- B. Columbine from Daffodil to Honeysuckle.
- C. South Conwell Street from East 1st Street to East 5th Street; East 2nd Street from South Park Street to South Conwell Street; East 5th Street from South McKinley Street to South Conwell Street; all streets between South McKinley Street and South Conwell Street; and East 2nd Street and East 5th Street.

(Ord. 12-00 § 1, 2000; Ord. 2-88 (part); Ord. 88-87, 1987; prior code § 24-30)

(Ord. No. 22-09, § 1, 11-3-2009; Ord. No. 3-19, 3-5-2019)


10.24.020 - Forty mile per hour speed zones.

The following areas shall be designated as forty mile per hour speed zones:

- A. Bryan Stock Trail from K Street to Amoco Road.

(Ord. 2-88 (part), 1988; prior code § 24-30(1))

December 3, 2019

MEMO TO: J. Carter Napier, City Manager 

FROM: Jolene Martinez, Assistant to the City Manager

SUBJECT: Authorizing Submission of a Wyoming Business Council Community Enhancement Grant in an amount up to \$500,000 for the First Street Gateway Project.

Meeting Type & Date

Council Meeting
December 17, 2019

Action Type

Public Hearing
Resolution

Recommendation

That Council, by resolution, authorize submission of a Wyoming Business Council grant in an amount up to \$500,000 for the First Street Gateway Project.

Summary

The intersection of First and Poplar Streets is one of Casper's major gateways. It leads directly into the downtown core. Visual impressions of a community are important, and gateways can create a positive visual impression. Based on public input from numerous studies and considering the progress in the surrounding area, staff has identified the First Street Gateway Project to establish a positive presentation of Casper and entry into downtown.

The project will create a pathway park along the riverfront from the BNSF bridge extending 404 linear feet south to First Street and 185 linear feet south and west from First Street along the river bank. Other park elements include a boat ramp and parking lot, bollard lighting, benches, picnic tables, landscaping, and a welcome sign.

A Wyoming Business Council Community Enhancement Grant invests in infrastructure to improve aesthetics or quality of life to make a community attractive for business development. A gateway at the major intersection of First and Poplar Streets will provide a positive visual impression and a springboard for additional development. The maximum amount that can be requested is \$500,000, and a 25% match is required.

Financial Considerations

Construction and all the elements of the First Street Gateway Project have a cost estimate of \$786,000. Up to \$500,000 will be requested from the Wyoming Business Council, and the local match and additional funding is anticipated to come from other grants.

Oversight/Project Responsibility

Andrew Beamer, Public Services Director

Scott Baxter, Associate Engineer

Jolene Martinez, Assistant to the City Manager

Attachments

Resolution

Map

RESOLUTION NO.19-239

A RESOLUTION AUTHORIZING SUBMISSION OF AN
APPLICATION TO THE WYOMING BUSINESS COUNCIL
COMMUNITY ENHANCEMENT GRANT PROGRAM

WHEREAS, the City of Casper has identified the need for a gateway into Casper at the First Street entrance and has established a project called the First Street Gateway project; and,

WHEREAS, a pathway park with park amenities and a welcome sign will welcome people to Casper, improve a blighted area, spur development in the area, and provide recreational opportunities and places for people to gather; and,

WHEREAS, positive economic growth can occur when aesthetics and quality of life are improved; and,

WHEREAS, the Wyoming Business Council Community Enhancement Grant is designed to assist municipalities with investments in infrastructure to improve aesthetics or quality of life to make a community attractive for business development; and,

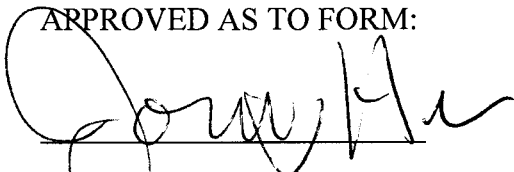
WHEREAS, the Community Enhancement Grant can provide up to \$500,000; and,

WHEREAS, the 25% match can be met with additional grants and donations.

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 application to the Wyoming Business Council for a Community Enhancement grant in the amount of up to \$500,000 for the First Street Gateway project.

PASSED, APPROVED AND ADOPTED this ____ day of _____, 2019.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

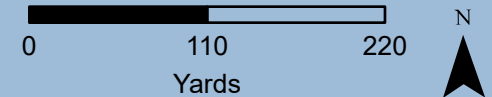
Fleur D. Tremel
City Clerk

Charles Powell
Mayor

First Street Gateway Project



- Proposed Boat Ramp
- Proposed Path





Disclaimer

All data, information, and maps are provided without warranty or any representation of accuracy, timeliness of completeness even though the City of Casper has used reasonable efforts to make its data as accurate as possible.

Maps and data are to be used for reference purpose only and the City of Casper shall assume no liability for the use, misuse, accuracy or completeness of this information.

Date Printed:

December 5, 2019

MEMO TO: J. Carter Napier, City Manager 
FROM: Fleur Tremel, Assistant to the City Manager/City Clerk ^{??}
Carla Mills-Laatsch, Licensing Specialist 
SUBJECT: Public Hearing for a transfer of ownership for Retail Liquor License No. 36, owned by Urban Market Wines, LLC d/b/a Urban Bottle Wine & Spirits, Located at 410 South Ash Street.

Meeting Type & Date

Regular Council Meeting
December 17, 2019

Action type

Public Hearing
Minute Action

Recommendation

That Council, by minute action, consider the application for a transfer of ownership for retail liquor license No. 36, owned by Urban Market Wines, LLC, d/b/a Urban Bottle Wine and Spirits, located at 410 South Ash Street.

Summary

Currently, Retail Liquor License No. 36 is owned by Art and Lynette Boatright, and John and Lauren Griffith, each having 16 2/3% of the membership interest and Jennifer A. True having the remaining 33 1/3 % of the membership interest. City Staff received a letter from the members of Urban Market Wines, LLC stating that upon City Council's approval, they wish to transfer all ownership to John and Lauren Griffith. Municipal Code 5.08.050 states that whenever an interest of more than ten percent of the whole interest in any corporation, association or organization holding a retail liquor license is sought to be sold, assigned or otherwise transferred a new application shall first be filed with the City Clerk and no such sale, assignment or transfer shall be made without the prior approval of the City Council. Since more than 10% is being sold a transfer application would be necessary.

As required by Municipal Code 05.08.070, a notice was published in a local newspaper once a week for two consecutive weeks. As required by State Statute 12-4-104(a) it is being advertised on the City's website (www.casperwy.gov).

Financial Considerations

No Financial Considerations

Oversight/Project Responsibility

Carla Mills-Laatsch, Licensing Specialist

Attachments

Copy of Application

Affidavit of Website Publication

Copy of Letter

NEW OR TRANSFER LIQUOR LICENSE OR PERMIT APPLICATION

FOR LIQUOR DIVISION USE ONLY

Customer #:

Trf from:

Reviewer: Initials

Date

Agent:

Chief:

To be completed by City/County Clerk

License Fees Annual Fee: \$ 1500.00
 Prorated Fee: \$ 395.00
 Transfer Fee: \$ _____
 Publishing Fee: \$ _____

Publishing Fee Direct Billed to Applicant: ☒Local License #: Retail 34Date filed with clerk: 11/14/19

Advertising Dates: (2 Weeks)

12/5/19 & 12/8/19
Hearing Date: 12/17/19

License Term: 12 / 18 / 19 Through 03 / 31 / 2020
 Month Day Year Month Day Year

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

Applicant: Urban Market WinesTrade/Business Name (dba): Urban Bottle Wine & SpiritsBuilding to be licensed/Building Address: 410 S. Ash St.

Number & Street

Casper

City

WY

State

82601

Zip

Albany

County

Mailing Address: 410 S. Ash St.

Number & Street or P.O. Box

Casper

City

WY

State

82601

Zip

Business Telephone Number: (307) 335-6424 Fax Number: ()E-Mail Address: johndavis@urbanmarket.com

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

Corner of Midway & Ash St.**FILING FOR**☐ NEW LICENSE☐ TRANSFER OF LOCATION☒ TRANSFER OWNERSHIP**FILING IN (CHOOSE ONLY ONE)**☒ CITY OF: WY☐ COUNTY OF: _____☐ ASSIGNMENT LETTER ATTACHEDFORMERLY HELD BY: Urban Market Wines**FILING AS (CHOOSE ONLY ONE)**
☐ INDIVIDUAL
☐ PARTNERSHIP
☐ LP/LLP
☒ LLC

☐ CORPORATION
☐ LTD PARTNERSHIP
☐ ORGANIZATION
☐ OTHER _____
TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)

RETAIL LIQUOR LICENSE

☐ ON-PREMISE ONLY
(BAR)☐ OFF-PREMISE ONLY
(PACKAGE STORE)☒ COMBINATION ON/OFF PREMISE
(BOTH BAR & PACKAGE STORE)
☐ RESTAURANT LIQUOR LICENSE
☐ RESORT LIQUOR LICENSE
☐ BAR AND GRILL

LIMITED RETAIL (CLUB)

☐ VETERANS CLUB
☐ FRATERNAL CLUB
☐ GOLF CLUB
☐ SOCIAL CLUB
☐ MICROBREWERY☐ WINERY☐ DISTILLERY SATELLITE☐ WINERY SATELLITE☐ COUNTY RETAIL or SPECIAL
MALT BEVERAGE PERMIT**SPECIAL DESIGNATIONS**
☐ CONVENTION FACILITY
☐ CIVIC CENTER/EVENT CENTER/
PUBLIC AUDITORIUM
☐ GOLF CLUB
☐ GUEST RANCH
☐ RESORT
To Assist the Liquor Division with scheduling inspections: **WHEN DO YOU OPERATE?**☒ FULL TIME (e.g. Jan through Dec)☐ SEASONAL/PART-TIME☐ NON-OPERATIONAL/PARKED

(specify months of operation)

DAYS OF WEEK (e.g. Mon through Sat)

HOURS OF OPERATION (e.g. 10a - 2a)

from Jan to Decfrom Mon to Sunfrom 10am to 10pm**ALL APPLICANTS MUST COMPLETE QUESTIONS 1-6**

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

(1) **OWN** the licensed building?(2) **LEASE** the licensed building? (Lease must be through the term of the liquor license)

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

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

(B) Where the Sales provision for alcoholic or malt beverages is located, on page _____ paragraph _____ of lease.
(MUST contain a provision for SALE OF ALCOHOLIC OR MALT BEVERAGES.)☒ YES (own)☐ YES (lease)

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

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

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

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

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

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

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

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

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

7. BAR AND GRILL LICENSE:

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

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

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

☐ YES ☐ NO

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

☐ YES ☐ NO**9. RESORT LICENSE:**

Does the resort complex:

(a) Have an actual valuation of at least one million dollars, or have you committed or expended at least one million dollars (\$1,000,000.00) on the complex, excluding the value of the land?

W.S. 12-4-401(b)(i)

☐ YES ☐ NO

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

☐ YES ☐ NO

(c) Include motel, hotel or privately owned condominium, town house or home accommodations approved for short term occupancy with at least one hundred (100) sleeping rooms?

W.S. 12-4-401(b)(iii)

☐ YES ☐ NO

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

W.S. 12-4-401(b)(iv)

☐ YES ☐ NO

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

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

☐ YES ☐ NO**10. MICROBREWERY LICENSE:**

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

☐ YES ☐ NO(a) If "YES", please specify type: ☐ RETAIL ☐ RESTAURANT ☐ RESORT ☐ BAR AND GRILL ☐ WINERY(b) Do you self distribute your products? W.S. 12-2-201(a)
(Requires wholesaler license with the Liquor Division)☐ YES ☐ NO

(c) Do you distribute your products through an existing malt beverage wholesaler?

W.S. 12-2-201(g)(i) (Requires authorization to sell license with the Liquor Division)

☐ YES ☐ NO**11. WINERY LICENSE:**

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

☐ YES ☐ NO(a) If "YES", please specify type: ☐ RETAIL ☐ RESTAURANT ☐ RESORT ☐ BAR AND GRILL ☐ MICROBREWERY**12. LIMITED RETAIL (CLUB) LICENSE:****FRATERNAL CLUBS** W.S. 12-1-101(a)(iii)(B)(a) Has the fraternal organization been actively operating in at least thirty-six (36) states? ☐ YES ☐ NO(b) Has the fraternal organization been actively in existence for at least twenty (20) years? ☐ YES ☐ NO**13. LIMITED RETAIL (CLUB) LICENSE:****VETERANS CLUBS** W.S. 12-1-101(a)(iii)(A):

(a) Does the Veteran's organization hold a charter by the Congress of the United States?

☐ YES ☐ NO

(b) Is the membership of the Veteran's organization comprised only of Veterans and its duly organized auxiliary?

☐ YES ☐ NO**14. LIMITED RETAIL (CLUB) LICENSE:****GOLF CLUBS** W.S. 12-1-101(a)(iii)(D)/W.S. 12-4-301(e):

(a) Do you have more than fifty (50) bona fide members?

☐ YES ☐ NO

(b) Do you own, maintain, or operate a bona fide golf course together with clubhouse?

☐ YES ☐ NO

(c) Are you a political subdivision of the state that owns, maintains, or operates a golf course?

☐ YES ☐ NO

1. Are you contracting/leasing the food and beverage services? W.S. 12-5-201(g)

☐ YES ☐ NO

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

☐ YES ☐ NO

15. LIMITED RETAIL (CLUB) LICENSE:**SOCIAL CLUBS W.S. 12-1-101(a)(iii)(E)/W.S. 12-4-301(b):**

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

REQUIRED ATTACHMENTS:

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

OATH OR VERIFICATION

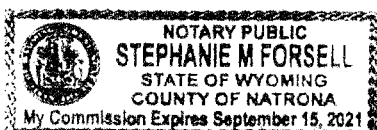
(Requires signatures by ALL Individuals, ALL Partners, ONE (1) LLC Member, or TWO (2) Corporate Officers or Directors except that if all the stock of the corporation is owned by ONE (1) individual then that individual may sign and verify the application upon his oath, or TWO (2) Club Officers.) W.S.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

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

STATE OF WYOMING)
COUNTY OF Natrona) SS.

Signed and sworn to before me on this 14th day of November, 2019 that the facts alleged in the foregoing instrument are true by the following:

1)	<u>[Signature]</u> (Signature)	<u>John Goodrich</u> (Printed Name)	<u>Partner</u> Title
2)	_____ (Signature)	_____ (Printed Name)	_____ Title
3)	_____ (Signature)	_____ (Printed Name)	_____ Title
4)	_____ (Signature)	_____ (Printed Name)	_____ Title
5)	_____ (Signature)	_____ (Printed Name)	_____ Title
6)	_____ (Signature)	_____ (Printed Name)	_____ Title



Witness my hand and official seal:

Stephanie M. Forsell
Signature of Notary Public



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 12/05/2019 and ended on 12/18/2019 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: Christa Mice Leatch Date: 12/5/19

Title: Licensing Specialist



Scribed in my presence and sworn before me on this

5th day of December, 2019

Christa K Wiggs

Provide to City of Casper Central Records

RETAIL LIQUOR LICENSE
TRANSFER OF OWNERSHIP

An application for a transfer of ownership for Retail Liquor License No. 36, Urban Market Wines, LLC d/b/a Urban Bottle Wine & Spirits, located at 410 South Ash Street has been received in this office. Public Hearing on said application will be held on December 17, 2019, at 6:00 p.m. in the City Council Chambers at 200 North David, Casper, Wyoming.



November 14, 2019

City of Casper
Carla Mills-Laatsch, *Licensing Specialist*
200 N. David
Casper, WY 82601

Mrs. Laatsch,

Urban Market Wines (dba Urban Bottle), has recently applied for a transfer of ownership. This ownership change is requested as current members of the company have become involved in other ventures in the downtown area and have other commitments in their personal lives that limit the amount of time and interest available to commit to this business.

The transfer application paperwork has been submitted to the City, and will be reviewed by the City Council on December 17, 2019. During this time Urban Bottle will continue to work through the requirements of this transfer with the City of Casper and The State, however it is understood by all parties involved that any aspect of the transfer of Ownership of this retail liquor license is not finalized until approved by members of City Council.

Thanks for your continued help and support. Should you have any questions regarding this information, please feel free to contact us at your convenience.

Respectfully submitted,

Urban Bottle Wine & Spirits
410 S. Ash St.
Casper, WY 82601
307.333.6424

Art Boatright




Lynette Boatright

John Griffith

Lauren Griffith

Jennifer True

December 5, 2019

MEMO TO: J. Carter Napier, City Manager 
FROM: Fleur Tremel, Assistant to the City Manager/City Clerk 
Carla Mills-Laatsch, Licensing Specialist 
SUBJECT: Public Hearing Dates for Two New Bar and Grill Liquor Licenses.

Meeting Type & Date
Regular Council Meeting
December 17, 2019

Action type
Public Hearing
Minute Action

Recommendation

That Council, by minute action, consider the applications for new Bar and Grill License No. 12 for Adega, LLC., d/b/a Qdoba Mexican Eats, located at 5030 East 2nd Street Ste No. 1 and Bar and Grill License No. 13 EDG, LLC., d/b/a Qdoba Mexican Eats, located at 4009 CY Avenue

Summary

Two applications have been received for new Bar & Grill Liquor Licenses, Adega, LLC., d/b/a Qdoba Mexican Eats, located at 5030 East 2nd Street Ste No. 1 and EDG, LLC., Qdoba Mexican Eats, located at 4009 CY Avenue. Each application will have a separate public hearing. If these bar and grill liquor licenses are approved, they will be effective starting immediately. The City has fourteen bar and grill licenses, currently nine are assigned. On November 5, 2019, the City Council approved two bar and grill liquor licenses be set aside for a future project for John Johnson. If these bar and grill licenses are approved, the city will have one bar and grill license available.

Bar and grill licenses shall be subject to the provisions of Sections 5.08.310 and 5.08.330(D) to the same extent that those provisions are applicable to restaurant liquor licenses.

As required by Municipal Code 05.08.070, a notice was published in a local newspaper once a week for two consecutive weeks. As required by State Statute 12-4-104(a) it is being advertised on the City's website (www.casperwy.gov).

Financial Considerations
No Financial Considerations

Oversight/Project Responsibility
Carla Mills-Laatsch, Licensing Specialist

Attachments

Copy of Application

Affidavit of website publication

Affidavit of Posting

NEW OR TRANSFER LIQUOR LICENSE OR PERMIT APPLICATION

FOR LIQUOR DIVISION USE ONLY

Customer #:

Trf from:

Reviewer:

Initials

Date

Agent:

/ /

Chief:

/ /

To be completed by City/County ClerkLicense Fees Annual Fee: \$ 10,500.00Local License #: Bar & Grill #12Prorated Fee: \$ 875.00Date filed with clerk: 11/15/19

Transfer Fee: \$ _____

Advertising Dates: (2 Weeks)

Publishing Fee: \$ _____

Hearing Date: 12/17/2019Publishing Fee Direct Billed to Applicant: ☒License Term: 12/18 12019 Through 03/31 12020
Month Day Year Month Day Year

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

Applicant: Adega LLCTrade/Business Name (dba): Qdoba Mexican EatsBuilding to be licensed/Building Address: 5030 E. 2nd. street Ste 1
Number & StreetCasper
CityWY
State82609
ZipNatrona
CountyMailing Address: same as above
Number & Street or P.O. Box

City

State

Zip

Business Telephone Number: (307) 473-1100 Fax Number: ()E-Mail Address: nicholaslee hill@hotmail.com

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

natrona Blackmore Market, Addition #2, Lot 3**FILING FOR**☒ NEW LICENSE☐ TRANSFER OF LOCATION**FILING IN (CHOOSE ONLY ONE)**☒ CITY OF: Casper☐ COUNTY OF: _____**FILING AS (CHOOSE ONLY ONE)**☐ INDIVIDUAL☐ PARTNERSHIP☐ LP/LLP☒ LLC☐ CORPORATION☐ LTD PARTNERSHIP☐ ORGANIZATION☐ OTHER _____☐ TRANSFER OWNERSHIP☐ ASSIGNMENT LETTER ATTACHED

FORMERLY HELD BY: _____

TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)

RETAIL LIQUOR LICENSE

☐ ON-PREMISE ONLY
(BAR)☐ OFF-PREMISE ONLY
(PACKAGE STORE)☐ COMBINATION ON/OFF PREMISE
(BOTH BAR & PACKAGE STORE)☐ RESTAURANT LIQUOR LICENSE☐ RESORT LIQUOR LICENSE☒ BAR AND GRILL

LIMITED RETAIL (CLUB)

☐ VETERANS CLUB☐ FRATERNAL CLUB☐ GOLF CLUB☐ SOCIAL CLUB☐ MICROBREWERY☐ WINERY☐ DISTILLERY SATELLITE☐ WINERY SATELLITE☐ COUNTY RETAIL or SPECIAL

MALT BEVERAGE PERMIT

SPECIAL DESIGNATIONS☐ CONVENTION FACILITY☐ CIVIC CENTER/EVENT CENTER/

PUBLIC AUDITORIUM

☐ GOLF CLUB☐ GUEST RANCH☐ RESORTTo Assist the Liquor Division with scheduling inspections: **WHEN DO YOU OPERATE?**☒ FULL TIME (e.g. Jan through Dec)☐ SEASONAL/PART-TIME☐ NON-OPERATIONAL/PARKED

(specify months of operation)

DAYS OF WEEK (e.g. Mon through Sat)

HOURS OF OPERATION (e.g. 10a - 2a)

from 6:30AM to 10:00PM

from _____ to _____

from _____ to _____

ALL APPLICANTS MUST COMPLETE QUESTIONS 1-6

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

(1) OWN the licensed building?

☐ YES (own)

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

☒ YES (lease)

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

(A) When the lease expires, located on page 4 paragraph 2-3 of lease.(B) Where the Sales provision for alcoholic or malt beverages is located, on page 5 paragraph 5 of lease.
(MUST contain a provision for SALE OF ALCOHOL or MALT BEVERAGES.)

2. To operate your liquor business, have you assigned, leased, transferred or contracted with any other person (entity) to operate and assert total or partial control of the license and the licensed building? W.S. 12-4-601 (b)

☐ YES ☒ NO
3. Does any manufacturer, brewer, rectifier, wholesaler, or through a subsidiary affiliate, officer, director or member of any such firm: W.S. 12-5-401, 12-5-402, 12-5-403

(a) Hold any interest in the license applied for?

☐ YES ☒ NO

(b) Furnish by way of loan or any other money or financial assistance for purposes hereof in your business?

☐ YES ☒ NO

(c) Furnish, give, rent or loan any equipment, fixtures, interior decorations or signs other than standard brewery or manufacturer's signs?

☐ YES ☒ NO

(d) If you answered YES to any of the above, explain fully and submit any documents in connection there within:

4. Does the applicant have any interest or intent to acquire an interest in any other liquor license issued by this licensing authority? W.S. 12-4-103 (b)

☐ YES ☒ NO

If "YES", explain: Maybe in the future

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

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

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

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

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

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

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

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

7. BAR AND GRILL LICENSE:

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

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

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

☐ YES ☐ NO

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

☐ YES ☐ NO**9. RESORT LICENSE:**

Does the resort complex:

(a) Have an actual valuation of at least one million dollars, or have you committed or expended at least one million dollars (\$1,000,000.00) on the complex, excluding the value of the land?

W.S. 12-4-401(b)(i)

☐ YES ☐ NO

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

☐ YES ☐ NO

(c) Include motel, hotel or privately owned condominium, town house or home accommodations approved for short term occupancy with at least one hundred (100) sleeping rooms?

W.S. 12-4-401(b)(iii)

☐ YES ☐ NO

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

W.S. 12-4-401(b)(iv)

☐ YES ☐ NO

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

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

☐ YES ☐ NO**10. MICROBREWERY LICENSE:**

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

☐ YES ☐ NO(a) If "YES", please specify type: ☐ RETAIL ☐ RESTAURANT ☐ RESORT ☐ BAR AND GRILL ☐ WINERY(b) Do you self distribute your products? W.S. 12-2-201(a)
(Requires wholesaler license with the Liquor Division)☐ YES ☐ NO

(c) Do you distribute your products through an existing malt beverage wholesaler?

W.S. 12-2-201(g)(i) (Requires authorization to sell license with the Liquor Division)

☐ YES ☐ NO**11. WINERY LICENSE:**

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

☐ YES ☐ NO(a) If "YES", please specify type: ☐ RETAIL ☐ RESTAURANT ☐ RESORT ☐ BAR AND GRILL ☐ MICROBREWERY**12. LIMITED RETAIL (CLUB) LICENSE:****FRATERNAL CLUBS** W.S. 12-1-101(a)(iii)(B)(a) Has the fraternal organization been actively operating in at least thirty-six (36) states? ☐ YES ☐ NO(b) Has the fraternal organization been actively in existence for at least twenty (20) years? ☐ YES ☐ NO**13. LIMITED RETAIL (CLUB) LICENSE:****VETERANS CLUBS** W.S. 12-1-101(a)(iii)(A):

(a) Does the Veteran's organization hold a charter by the Congress of the United States?

☐ YES ☐ NO

(b) Is the membership of the Veteran's organization comprised only of Veterans and its duly organized auxiliary?

☐ YES ☐ NO**14. LIMITED RETAIL (CLUB) LICENSE:****GOLF CLUBS** W.S. 12-1-101(a)(iii)(D)/W.S. 12-4-301(e):

(a) Do you have more than fifty (50) bona fide members?

☐ YES ☐ NO

(b) Do you own, maintain, or operate a bona fide golf course together with clubhouse?

☐ YES ☐ NO

(c) Are you a political subdivision of the state that owns, maintains, or operates a golf course?

☐ YES ☐ NO

1. Are you contracting/leasing the food and beverage services? W.S. 12-5-201(g)

☐ YES ☐ NO

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

☐ YES ☐ NO

15. LIMITED RETAIL (CLUB) LICENSE:**SOCIAL CLUBS** W.S. 12-1-101(a)(iii)(E)/W.S. 12-4-301(b):

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

REQUIRED ATTACHMENTS:

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

OATH OR VERIFICATION

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

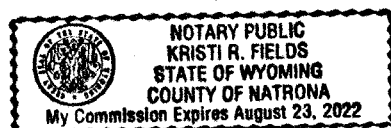
*Under penalty of perjury, and the possible revocation or cancellation of the license,
I swear the above stated facts, are true and accurate.*

STATE OF WYOMING)
) SS.
COUNTY OF Natrona)

Signed and sworn to before me on this 15th day of November,
2019 that the facts alleged in the foregoing instrument are true by the following:

1)	<u>[Signature]</u> (Signature)	<u>Nicholas Hill</u> (Printed Name)	<u>owner/operator</u> Title
2)	_____ (Signature)	_____ (Printed Name)	_____ Title
3)	_____ (Signature)	_____ (Printed Name)	_____ Title
4)	_____ (Signature)	_____ (Printed Name)	_____ Title
5)	_____ (Signature)	_____ (Printed Name)	_____ Title
6)	_____ (Signature)	_____ (Printed Name)	_____ Title

Witness my hand and official seal:



Kristi R. Fields
Signature of Notary Public

(SEAL)

95 My commission expires: 08/23/22



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 12/4/2019 and ended on 12/18/2019 and
- Attached is image of the Notice as actually posted on the City of Casper website (www.casperwy.gov) for the entire period referenced above.

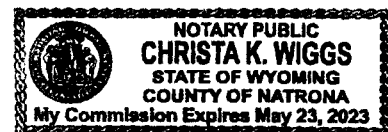
By: Carla Mills-Hartsch

Date: 12/5/19

Title: Licensing Specialist

Scribed in my presence and sworn before me on this

5th day of December, 2019



Christa K. Wiggs

Provide to City of Casper Central Records

NEW BAR AND GRILL LIQUOR LICENSES

Applications for a new Bar and Grill No. 12, Adega, LLC., d/b/a Qdoba Mexican Eats, located 5030 East 2nd Street Ste No. 1 and Bar and Grill No. 13, EDG, LLC., d/b/a Qdoba Mexican Eats, located at 4009 CY Avenue have been received in this office. Public Hearing on said applications will be held on December 17, 2019, at 6:00 p.m. in the City Council Chambers at 200 North David, Casper, Wyoming.

AFFIDAVIT OF NOTICE OF APPLICATION POSTING

State of Wyoming)
County of Natrona)

I, the City Clerk, being in the employ of the City of Casper, through my office, responsible for the publishing and posting of notices for the Casper City Council's public hearings concerning liquor licensing, and know the facts herein set forth, do solemnly swear that notice of application for a new Bar and Grill Liquor License and Public Hearing was posted on the 5th day of December, 2019, conspicuously upon the respective premises, shown by the application as the proposed place of sale.

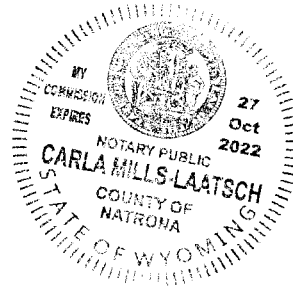
By: 
Fleur D. Tremel, City Clerk

Date: 12/5/19

Scribed in my presence and sworn before me on this

5th day of December, 2019

Carla Mills-Laatsch

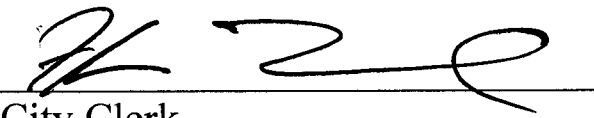


Provide to City of Casper Central Records

BAR & GRILL LIQUOR LICENSE NEW NO. 12

NOTICE OF APPLICATION FOR A Bar & Grill Liquor License is hereby given that on the 15th day of November 2019, Adega LLC., d/b/a Qdoba Mexican Eats filed an application for a New Bar & Grill Liquor License, in the Office of the Clerk of the City of Casper, Wyoming for the following described premise to wit: 5030 East 2nd Street Suite 1 protests, if any there be, against the issuance of such license (permit) will be heard at the hour of 6:00 p.m. the 17th day of December 2019, in the Council Chambers of the City of Casper, Wyoming.

Dated: December 5, 2019

Signed: 
City Clerk

December 5, 2019

MEMO TO: J. Carter Napier, City Manager *JCN*
FROM: Fleur Tremel, Assistant to the City Manager/City Clerk *FT*
Carla Mills-Laatsch, Licensing Specialist *CL*
SUBJECT: Public Hearing Dates for Two New Bar and Grill Liquor Licenses.

Meeting Type & Date
Regular Council Meeting
December 17, 2019

Action type
Public Hearing
Minute Action

Recommendation

That Council, by minute action, consider the applications for new Bar and Grill License No. 12 for Adega, LLC., d/b/a Qdoba Mexican Eats, located at 5030 East 2nd Street Ste No. 1 and Bar and Grill License No. 13 EDG, LLC., d/b/a Qdoba Mexican Eats, located at 4009 CY Avenue

Summary

Two applications have been received for new Bar & Grill Liquor Licenses, Adega, LLC., d/b/a Qdoba Mexican Eats, located at 5030 East 2nd Street Ste No. 1 and EDG, LLC., Qdoba Mexican Eats, located at 4009 CY Avenue. Each application will have a separate public hearing. If these bar and grill liquor licenses are approved, they will be effective starting immediately. The City has fourteen bar and grill licenses, currently nine are assigned. On November 5, 2019, the City Council approved two bar and grill liquor licenses be set aside for a future project for John Johnson. If these bar and grill licenses are approved, the city will have one bar and grill license available.

Bar and grill licenses shall be subject to the provisions of Sections 5.08.310 and 5.08.330(D) to the same extent that those provisions are applicable to restaurant liquor licenses.

As required by Municipal Code 05.08.070, a notice was published in a local newspaper once a week for two consecutive weeks. As required by State Statute 12-4-104(a) it is being advertised on the City's website (www.casperwy.gov).

Financial Considerations
No Financial Considerations

Oversight/Project Responsibility
Carla Mills-Laatsch, Licensing Specialist

Attachments

Copy of Application

Affidavit of website publication

Affidavit of Posting

NEW OR TRANSFER LIQUOR LICENSE OR PERMIT APPLICATION

FOR LIQUOR DIVISION USE ONLY

Customer #:

Trf from:

Reviewer: Initials

Date

Agent:

Chief:

/ /

/ /

To be completed by City/County ClerkLocal License #: Bar + Gr. 11 #13License Fees Annual Fee: \$ 10,500.00Date filed with clerk: 11 115 119Prorated Fee: \$ 875.00

Advertising Dates: (2 Weeks)

Transfer Fee: \$

12/5/19 & 12/8/2019

Publishing Fee: \$

Hearing Date: 12 117 119Publishing Fee Direct Billed to Applicant: ☒License Term: 12 1 18 12019 Through 03 1 31 12020
Month Day Year Month Day YearLICENSING AUTHORITY: Begin publishing promptly. As W.S. 12-4-104(d) specifies: **NO LICENSING AUTHORITY SHALL APPROVE OR DENY THE APPLICATION UNTIL THE LIQUOR DIVISION HAS CERTIFIED THE APPLICATION IS COMPLETE.**Applicant: EDG LLCTrade/Business Name (dba): Q2oba Mexican EatsBuilding to be licensed/Building Address: 4009 C.Y Ave

Number & Street

Casper

City

WY

State

82604

Zip

Natrona

County

Mailing Address: same

Number & Street or P.O. Box

City

State

Zip

Business Telephone Number: (307) 472-0892 Fax Number: ()E-Mail Address: nicholaslee@icloud.com

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

Mountain Plaza Addition, Lot #2**FILING FOR**☒ NEW LICENSE☐ TRANSFER OF LOCATION**FILING IN (CHOOSE ONLY ONE)**☒ CITY OF: Casper☐ COUNTY OF:**FILING AS (CHOOSE ONLY ONE)**☐ INDIVIDUAL☐ PARTNERSHIP☐ L/LLP☒ LLC☐ CORPORATION☐ LTD PARTNERSHIP☐ ORGANIZATION☐ OTHER☐ TRANSFER OWNERSHIP☐ ASSIGNMENT LETTER ATTACHED

FORMERLY HELD BY:

TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)

RETAIL LIQUOR LICENSE

☐ ON-PREMISE ONLY
(BAR)☐ OFF-PREMISE ONLY
(PACKAGE STORE)☐ COMBINATION ON/OFF PREMISE
(BOTH BAR & PACKAGE STORE)☐ RESTAURANT LIQUOR LICENSE☐ RESORT LIQUOR LICENSE☒ BAR AND GRILL

LIMITED RETAIL (CLUB)

☐ VETERANS CLUB☐ FRATERNAL CLUB☐ GOLF CLUB☐ SOCIAL CLUB☐ MICROBREWERY☐ WINERY☐ DISTILLERY SATELLITE☐ WINERY SATELLITE☐ COUNTY RETAIL or SPECIAL
MALT BEVERAGE PERMIT**SPECIAL DESIGNATIONS**☐ CONVENTION FACILITY☐ CIVIC CENTER/EVENT CENTER/
PUBLIC AUDITORIUM☐ GOLF CLUB☐ GUEST RANCH☐ RESORTTo Assist the Liquor Division with scheduling inspections: **WHEN DO YOU OPERATE?**☒ FULL TIME (e.g. Jan through Dec)☐ SEASONAL/PART-TIME☐ NON-OPERATIONAL/PARKED

(specify months of operation)

DAYS OF WEEK (e.g. Mon through Sat)

HOURS OF OPERATION (e.g. 10a - 2a)

from 6:30 AM to 10:00 PM

from _____ to _____

from _____ to _____

ALL APPLICANTS MUST COMPLETE QUESTIONS 1-6

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

(1) **OWN** the licensed building?☐ YES (own)(2) **LEASE** the licensed building? (Lease must be through the term of the liquor license)☒ YES (lease)If Yes, please submit a copy of the lease and indicate: 3/31/2024(A) When the lease expires, located on page 1 paragraph 2 of lease.(B) Where the Sales provision for alcoholic or malt beverages is located, on page 5 paragraph 5 of lease.
(MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.)

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

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

If "YES", explain: Maybe in the future

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

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

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

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

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

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

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

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

7. BAR AND GRILL LICENSE:

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

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

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

☐ YES ☐ NO

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

☐ YES ☐ NO**9. RESORT LICENSE:**

Does the resort complex:

(a) Have an actual valuation of at least one million dollars, or have you committed or expended at least one million dollars (\$1,000,000.00) on the complex, excluding the value of the land?

W.S. 12-4-401(b)(i)

☐ YES ☐ NO

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

☐ YES ☐ NO

(c) Include motel, hotel or privately owned condominium, town house or home accommodations approved for short term occupancy with at least one hundred (100) sleeping rooms?

W.S. 12-4-401(b)(iii)

☐ YES ☐ NO

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

W.S. 12-4-401(b)(iv)

☐ YES ☐ NO

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

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

☐ YES ☐ NO**10. MICROBREWERY LICENSE:**

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

☐ YES ☐ NO(a) If "YES", please specify type: ☐ RETAIL ☐ RESTAURANT ☐ RESORT ☐ BAR AND GRILL ☐ WINERY(b) Do you self distribute your products? W.S. 12-2-201(a)
(Requires wholesaler license with the Liquor Division)☐ YES ☐ NO

(c) Do you distribute your products through an existing malt beverage wholesaler?

W.S. 12-2-201(g)(i) (Requires authorization to sell license with the Liquor Division)

☐ YES ☐ NO**11. WINERY LICENSE:**

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

☐ YES ☐ NO(a) If "YES", please specify type: ☐ RETAIL ☐ RESTAURANT ☐ RESORT ☐ BAR AND GRILL ☐ MICROBREWERY**12. LIMITED RETAIL (CLUB) LICENSE:****FRATERNAL CLUBS** W.S. 12-1-101(a)(iii)(B)(a) Has the fraternal organization been actively operating in at least thirty-six (36) states? ☐ YES ☐ NO(b) Has the fraternal organization been actively in existence for at least twenty (20) years? ☐ YES ☐ NO**13. LIMITED RETAIL (CLUB) LICENSE:****VETERANS CLUBS** W.S. 12-1-101(a)(iii)(A):

(a) Does the Veteran's organization hold a charter by the Congress of the United States?

☐ YES ☐ NO

(b) Is the membership of the Veteran's organization comprised only of Veterans and its duly organized auxiliary?

☐ YES ☐ NO**14. LIMITED RETAIL (CLUB) LICENSE:****GOLF CLUBS** W.S. 12-1-101(a)(iii)(D)/W.S. 12-4-301(e):

(a) Do you have more than fifty (50) bona fide members?

☐ YES ☐ NO

(b) Do you own, maintain, or operate a bona fide golf course together with clubhouse?

☐ YES ☐ NO

(c) Are you a political subdivision of the state that owns, maintains, or operates a golf course?

☐ YES ☐ NO

1. Are you contracting/leasing the food and beverage services? W.S. 12-5-201(g)

☐ YES ☐ NO

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

☐ YES ☐ NO

15. LIMITED RETAIL (CLUB) LICENSE:

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

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

REQUIRED ATTACHMENTS:

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

OATH OR VERIFICATION

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

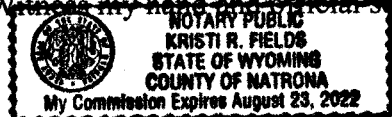
*Under penalty of perjury, and the possible revocation or cancellation of the license,
I swear the above stated facts, are true and accurate.*

STATE OF WYOMING)
) SS.
COUNTY OF Natrona)

Signed and sworn to before me on this 15th day of November,
2019 that the facts alleged in the foregoing instrument are true by the following:

1) <u>[Signature]</u> (Signature)	<u>Nicholas L Hill</u> (Printed Name)	<u>Owner/Partner</u> Title
2) _____ (Signature)	_____ (Printed Name)	_____ Title
3) _____ (Signature)	_____ (Printed Name)	_____ Title
4) _____ (Signature)	_____ (Printed Name)	_____ Title
5) _____ (Signature)	_____ (Printed Name)	_____ Title
6) _____ (Signature)	_____ (Printed Name)	_____ Title

Witness my hand and official seal:



Kristi R. Fields
Signature of Notary Public

(SEAL)

105 My commission expires: 08/23/22



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 12/4/2019 and ended on 12/18/2019 and
- Attached is image of the Notice as actually posted on the City of Casper website (www.casperwy.gov) for the entire period referenced above.

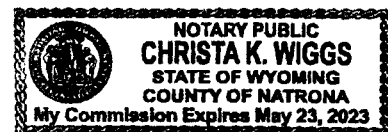
By: Carla Mills-Hartsch

Date: 12/5/19

Title: Licensing Specialist

Scribed in my presence and sworn before me on this

5th day of December, 2019



Christa K. Wiggs

Provide to City of Casper Central Records

NEW BAR AND GRILL LIQUOR LICENSES

Applications for a new Bar and Grill No. 12, Adega, LLC., d/b/a Qdoba Mexican Eats, located 5030 East 2nd Street Ste No. 1 and Bar and Grill No. 13, EDG, LLC., d/b/a Qdoba Mexican Eats, located at 4009 CY Avenue have been received in this office. Public Hearing on said applications will be held on December 17, 2019, at 6:00 p.m. in the City Council Chambers at 200 North David, Casper, Wyoming.

AFFIDAVIT OF NOTICE OF APPLICATION POSTING

State of Wyoming)
County of Natrona)

I, the City Clerk, being in the employ of the City of Casper, through my office, responsible for the publishing and posting of notices for the Casper City Council's public hearings concerning liquor licensing, and know the facts herein set forth, do solemnly swear that notice of application for a new Bar and Grill Liquor License and Public Hearing was posted on the 5th day of December, 2019, conspicuously upon the respective premises, shown by the application as the proposed place of sale.

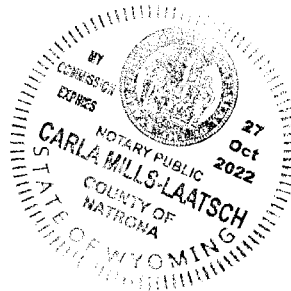
By: 
Fleur D. Tremel, City Clerk

Date: 12/5/19

Scribed in my presence and sworn before me on this

5th day of December, 2019

Carla Mills-Laatsch



Provide to City of Casper Central Records

BAR & GRILL LIQUOR LICENSE NEW NO. 13

NOTICE OF APPLICATION FOR A Bar & Grill Liquor License is hereby given that on the 15th day of November 2019, EDG, LLC., d/b/a Qdoba Mexican Eats filed an application for a New Bar & Grill Liquor License, in the Office of the Clerk of the City of Casper, Wyoming for the following described premise to wit: 4009 CY Ave protests, if any there be, against the issuance of such license (permit) will be heard at the hour of 6:00 p.m. the 17th day of December 2019, in the Council Chambers of the City of Casper, Wyoming.

Dated: December 5, 2019

Signed: 
City Clerk

Surrounding Land Uses:

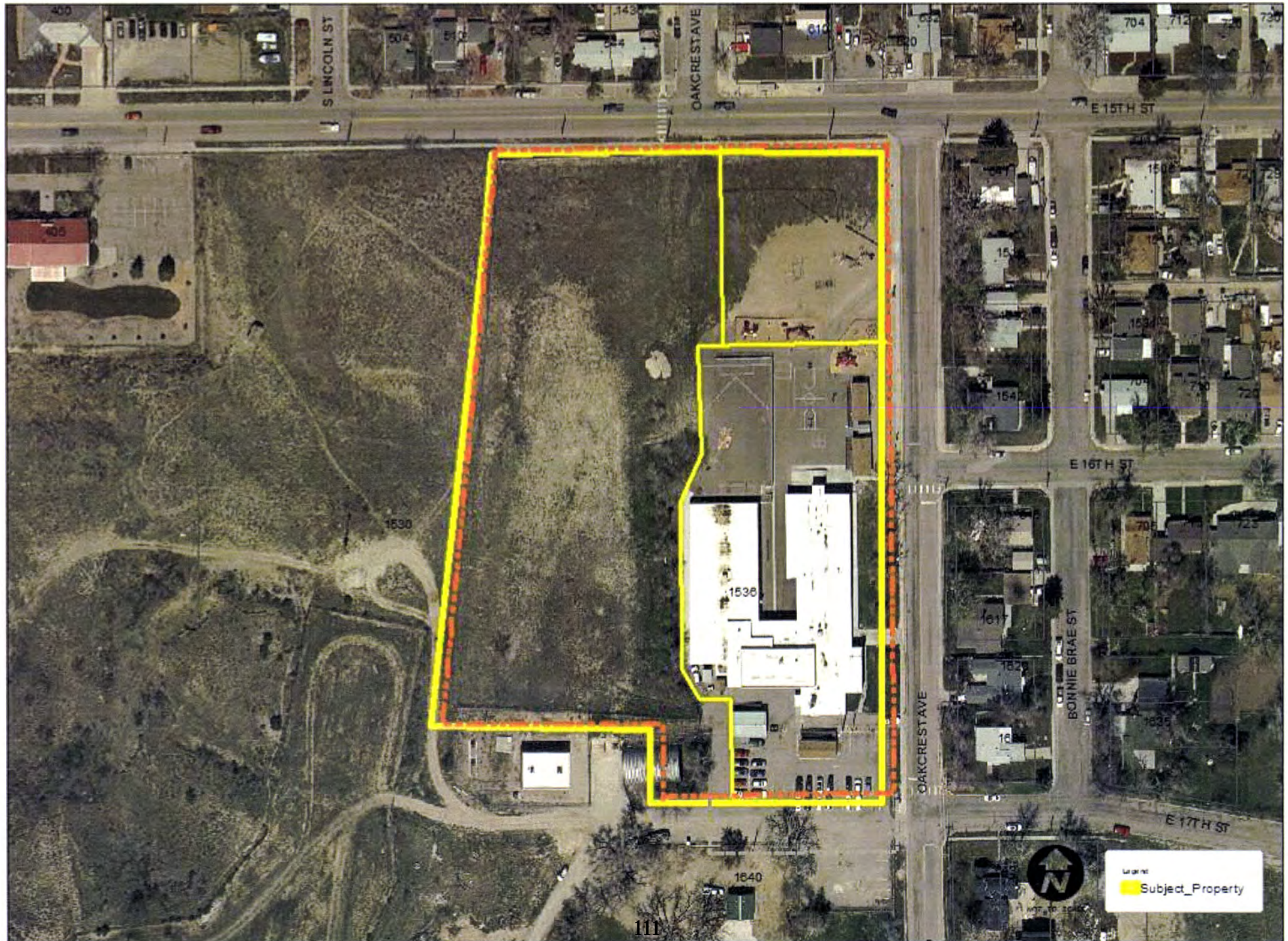
- Single-Family Residential
- Park/Recreation
- Museum

Legend:

- 300_Foot_Notification_Zone
- Subject_Property
- Buildings
- Educational District(ED)
- Park Historic(PH)
- One Unit Residential(R2)
- High-Density Residential(R4)

Map scale: 1 inch = 100 feet

Dewald Divide Addition Aerial Map



ORDINANCE NO.32-19

AN ORDINANCE APPROVING A PLAT, SUBDIVISION AGREEMENT AND ZONE CHANGE CREATING THE DEWALD DIVIDE ADDITION SUBDIVISION IN THE CITY OF CASPER, WYOMING.

WHEREAS, application has been made to plat a portion of the NE1/4NE1/4, Section 16, T. 33 N, R. 79 W, 6th P.M., Natrona County, as Dewald Divide Addition, Subdivision of the City of Casper, Wyoming; and,

WHEREAS, application has also been made to rezone the proposed Dewald Divide Addition from zoning classification ED (Educational District) to C-2 (General Business), ED (Educational District) and R-4 (High Density Residential); and,

WHEREAS, a written subdivision agreement will be entered into with the City of Casper, which will be approved with the plat upon third reading of this ordinance; and,

WHEREAS, this platting and rezoning requires approval 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 plat and zone change requests; and,

WHEREAS, the governing body of the City of Casper finds that the above described plat, zone change and subdivision agreement should be approved.

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

SECTION 1:

That the above-described plat creating the Dewald Divide Addition is hereby approved, but subject to any adjustments that are required to comply with a final judicial order (including any appeal thereof) of a *Complaint for Declaratory Judgement and Quiet Title* being filed in the District Court, Seventh Juridical District, State of Wyoming, County of Natrona, and captioned *The City of Casper v. David Wayne Dewald, Trustee of the David Dewald Revocable Trust*, or any final settlement agreement reached and properly executed between the parties.

SECTION 2:

The zone change of the Dewald Divide Addition is hereby approved, and said property shall be zoned as follows:

- Lot 1 – ED (Educational District)
- Lot 2 – C-2 (General Business)
- Lot 3 – R-4 (High Density Residential)

SECTION 3:

The Dewald Divide Addition Subdivision Agreement is hereby approved, and the Mayor is hereby authorized and directed to execute, and the City Clerk to attest said document.

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 19th day of November, 2019.

PASSED on 2nd reading the 3rd day of December, 2019.

PASSED, APPROVED, AND ADOPTED on 3rd and final reading the ____ day of _____, 2019.

APPROVED AS TO FORM:

Walter Tremel

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Charles Powell
Mayor

**DEWALD DIVIDE ADDITION
SUBDIVISION AGREEMENT**

This Subdivision Agreement ("Agreement") is made and entered into this 19th day of November, 2019, by and between the following parties:

1. The City of Casper of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601 ("City").

2. David Wayne Dewald, Trustee of the David Dewald Revocable Trust dated January 22, 2015, 122 South Elk Street, Casper, Wyoming 82601 ("Owner").

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

RECITALS

- A. Whenever the Public Services Director, City Engineer, Community Development Director, or other City official is mentioned in this Agreement, it shall be deemed to include their designees.
- B. Owner has applied to plat a subdivision of a portion of the NE1/4NE1/4, Section 16, T. 33 N, R. 79 W, 6th P.M., Natrona County, as Dewald Divide Addition, comprising 6.33-acres, more or less.
- C. A plat of Dewald Divide Addition ("Addition") has been prepared by the Owner, and approved by the City of Casper, and shall be signed and recorded at the Natrona County Clerk's Office concurrently with this Agreement.

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

SECTION 1 – INCORPORATION OF RECITALS

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

SECTION 2 - OBLIGATIONS OF OWNER

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

2.1 Surveying:

- a. All subdivision corners shall be marked with 3¼ brass caps. These caps shall show the name of the surveyor or company making the survey, and the license number of the surveyor making the survey or certifying the survey. All PLSS corners shall be properly marked for identification as to the location as per Wyoming Statutes and Rules and Regulations of the Wyoming Board of Registration for Professional Engineers and Professional Land Surveyors, shall be referenced if subject to destruction, and again shall show the proper identification and license of the certifying surveyor. A corner record shall be recorded as per Wyoming Statutes and Rules and Regulations of the Wyoming Board of Registration for Professional Engineers and Professional Land Surveyors. A copy will be provided to the City upon recordation.
- b. Block and Lot corners, points of tangency (PT's) and points of curve (PC's) of all curves shall be marked by an iron pin not less than five-eighths (5/8) inches in diameter and not less than twenty-four (24) inches in length, with a brass or aluminum cap not less than 2 and one-half (2½) inches in diameter securely fastened to the top, unless otherwise impractical. These monuments will be set prior to the recording of the plat in the Office of the County Clerk unless approved by the City Surveyor.
- c. Said corners shall be in place for final inspection by the Public Services Director upon completion of the sidewalk (curbwalk), or curb and gutter.
- d. A digital copy of the Final Subdivision Plat shall be provided to the City, as required by the Casper Municipal Code ("Code"). No building permit shall be issued prior to the recording of the plat.

2.2 Construction Sequence:

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

2.3 Certification of Construction; Repair Obligations:

- a. All improvements shall be designed and inspected by a Wyoming registered professional engineer, who shall certify that the improvements, including, but not limited to, streets, curbs, gutter, sidewalks, paving, parkways, utility systems, storm sewers, street lighting, street signs and

striping, etc., have been constructed in accordance with plans and specifications approved by the Public Services Director. The certification by the engineer and approval by the City shall be in writing. Approval of the construction plans by the Public Services Director is required before a building permit will be issued by the City.

- b. The Owner shall maintain, repair, and replace all improvements that fail within the warranty period as provided by the Code. This obligation includes maintenance, repair or replacement for any cause during such period, including acts of subcontractors. In the event the Owner fails to maintain, repair, or replace said improvements, City shall have the right but not the obligation, at its option, to maintain, repair, or replace the same and Owner agrees to pay for any cost incurred thereby. Maintenance, repair, or replacement by the City does not relieve the Owner from its obligation under this paragraph and shall not be construed to be an acceptance of the improvements by the City.
- c. Upon issuance of a "letter of acceptance" by the Public Services Director pursuant to the Code, the City will assume ownership and the responsibility for the maintenance of the improvements. The Owner shall be responsible for the maintenance, repair and replacement of the improvements until the City issues its "letter of acceptance."

2.4 Underground Utilities and Street Lights:

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

2.5 Soils Analysis:

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

2.6 Erosion Control Program:

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

from the Public Services Director prior to any earthwork taking place in the Addition.

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

2.7 Retaining Walls and Fences:

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

2.8 Water and Sewer:

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

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

- d. The Owner shall construct the necessary sewer lines up to and through the Addition. All work shall be in accordance with plans and specifications to be prepared by the Owner's engineer and approved in writing by the Public Services Director. Sewer sizes shall be as determined by the Public Services Director.
- e. The Owner, at its own cost, shall install sewer service lines, in accordance with Code specifications, to the property line so as to serve each lot or building site in the Addition.
- f. The Owner shall protect manhole covers and rings from damage in the course of constructing the line, and shall be solely responsible for repair or replacement to the Public Services Director's satisfaction. The Owner shall adjust such manhole rings and covers to finished grade. The Owner agrees to protect and save the City harmless from any loss or claim suffered by other sewer users to their real or personal property, and from personal injury or damages by reason of obstruction or damage to the sewer lines or any part thereof occasioned by present or future construction work on said Addition by the Owner. Said obligation shall continue until the sewer line and the system within the Addition is accepted by the Public Services Director by issuance of a "letter of acceptance." Provided, however, that acceptance of part of the system shall not relieve the Owner of the obligations herein imposed for the remaining improvements that have not been accepted within said Addition.
- g. Prior to the issuance of a building permit for any new structure, or prior to the issuance of a plumbing permit to connect existing buildings to the water and sewer systems, the then-existing water system investment charge (connection charge), sewer system investment charge (connection charge) and water meter charge shall be paid to the City. The Owner will also pay to the Central Wyoming Regional Water System Joint Powers Board the then current Regional Water System investment charge for each building to be served with water.
- h. All necessary water and sewer easements, in forms acceptable to the City, up to and through the subdivision shall be obtained by the Owner, which grant to the City the right of ingress and egress thereto for purposes of laying out, constructing, inspecting, maintaining and replacing water lines, sewer lines, its fire hydrants and other appurtenances.
- i. The Owner agrees to abide by all federal, state and local laws, rules and regulations regarding the use of its water and sewer facilities, and water and sewer service, including, but not limited to, the Federal Pretreatment Regulations and all the Code sections relating to industrial pretreatment.
- j. At such time as said water and/or sewer mains are installed by the Owner and a "letter of acceptance" is issued by the Public Services Director, the City shall pursuant to the Code, reimburse the Owner twice the difference in material cost between an eight (8) inch water and/or sewer main, or larger size if required by the development, and the required oversized main pursuant to the Code, as

amended. Such reimbursement will be determined by the City based upon its most recent applicable material costs at the time of the Agreement execution. Reimbursement will only be based on oversizing of water and sewer mains larger than the size required by system analysis and approved by the Public Services Director.

2.9 Easements for all Utilities, Bikeways and Pedestrian Pathways:

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

2.10 Street and Traffic Signs and Controls:

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

2.11 Security Requirements:

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

2.12 Record Drawings:

- a. Owner shall submit "as-built" record documents for paving, drainage, water and sewer to City prior to the issuance of the certificate of occupancy. Reproducible hard copy drawings shall be in the form of one (1) set of 4 mil Mylar, 24" x 36" labeled as "Record Drawings" and dated. Record Drawings shall also be provided on electronic media in Adobe (pdf) format and in AutoCAD format or other format specified by Owner. Record documents shall be submitted on CDs, or other media as directed by Owner, labeled as "Record Drawings" and include the project name, City of Casper project number and date.
- b. All digital files necessary for correct plotting of the final record drawings in the AutoCAD version, such as external references, pen assignments, images, etc. shall be provided. Any x-refs or other files that can be, shall be incorporated into the final drawings to minimize the manipulation necessary for plotting.

2.13 Completion of Infrastructure Improvements Prior to Certificate of Occupancy:

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

2.14 Other Costs in Separate Agreements:

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

2.15 Stormwater, Flooding and Letters of Map Revisions:

- a. Owner shall comply with and pay for all costs associated with any Stormwater Pollution Prevention Plan, Letter of Map Revision (LOMR), or other related requirements of Wyoming DEQ, Federal Emergency Management Agency (FEMA) or any other agency that has jurisdiction over the real property in impacted by this Agreement.
- b. Owner shall provide the City with copies of all Stormwater Pollution Prevention Plan elements as reviewed and approved by Wyoming DEQ; any LOMR, along with the necessary submittals to update flood mapping in accordance with FEMA requirements, and documentation of Base Flood Elevations.
- c. All requirements of this section shall be met prior to issuance of a permit to construct subdivision improvements.

SECTION 3 - OBLIGATIONS OF CITY

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

SECTION 4 - REMEDIES

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

- a. Refuse to issue any building permits or certificates of occupancy to any person, including the Owner, or its heirs, successors, assigns and grantees.
- b. After written notice to the Owner of any public improvements which have not been completed or properly completed, and upon Owner's failure to cure the same within a reasonable period of time, the City may complete any and all of the public improvements required by this Agreement by itself or by contracting with a third party to do the same. In the event the

City elects to complete said improvements, or contracts with a third party to do so, the Owner agrees to pay any and all costs resulting therefrom upon demand by the City.

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

SECTION 5 – GENERAL PROVISIONS

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

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

David Dewald Revocable Trust,
dated January 22, 2015
Attn: David Dewald
122 South Elk Street
Casper, Wyoming 82601

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

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

- l. Copies: This Agreement may be executed in more than one copy, each copy of which shall serve as an original for all purposes, but all copies shall constitute but one and the same Agreement.
- m. Authority: Each individual executing this Agreement for and on behalf of their principals hereby state that they have the requisite power and authority to enter into this Agreement and to consummate the transactions contemplated and intended hereby. Owner further states that it is authorized to transact business in the State of Wyoming, properly registered and not delinquent with the Secretary of State.
- n. Term: At the time the Owner files for a permit to construct, the then applicable code provisions shall apply for the life of the permit or under an extension that is approved by the Public Services Director. If the Owner fails to file for a permit to construct at the time of platting, all applicable provisions of the Code that have changed since the execution of this Agreement shall be required of the Owner at the time of permit application, and the City at its sole discretion may require a new Subdivision Agreement and/or the replatting of property. Provided, however, Code amendments pertaining to the health and safety of the public shall be complied with by the Owner during the term of this Agreement, regardless of the validity of the permit to construct.

SECTION 6 – POTENTIAL/PENDING LITIGATION

A Complaint for Declaratory Judgment and Quiet Title ("Complaint") is being filed in the District Court, Seventh Juridical District, State of Wyoming, County of Natrona, captioned The City of Casper v. David Wayne Dewald, Trustee of the David Dewald Revocable Trust.

Despite the dispute described in the Complaint, the parties agree to proceed with execution of this Agreement, but, contingent upon final judicial determination of the Complaint, including and appeals thereof, or of a final, properly executed, settlement of the case between the parties.

This Agreement, surveying and plat of the property will be adjusted to conform to a final judicial determination of the Complaint (after all appeals are exhausted) or a final settlement of the case between the parties. The losing party shall pay the cost of any replat, minor boundary adjustment or survey that is required as a result.

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

APPROVED AS TO FORM:

Walter T. Smith

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Charles Powell
Mayor

WITNESS:

OWNER
David Dewald Revocable Trust, dated
January 22, 2015

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me on this _____ day of _____, 201____, by Charles Powell, as the Mayor of the City of Casper.

(Seal, if any)

(Signature of notarial officer)

Title (and Rank)

[My Commission Expires: _____]

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me on this _____ day of _____, 201____, by David Dewald as Trustee of the David Dewald Revocable Trust, dated January 22, 2015.

(Seal, if any)

(Signature of notarial officer)

Title (and Rank)

[My Commission Expires: _____]

ORDINANCE NO. 33-19

AN ORDINANCE AMENDING SECTION 10.24.010 AND SECTION 10.24.020 OF THE CASPER MUNICIPAL CODE PERTAINING TO THIRTY AND FORTY MILE PER HOUR SPEED ZONES

WHEREAS, a speed data suggests marginal effectiveness of the reduced speed limit along East 2nd Street between South Park Street and South Conwell Street; and,

WHEREAS, speed data along King Boulevard supports raising the speed limit from 30 miles per hour to 40 miles per hour.

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

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

- C. South Conwell Street from East 1st Street to East 5th Street;
~~East 2nd Street from South Park Street to South Conwell Street;~~
East 5th Street from South McKinley Street to South Conwell Street;
and all streets between South McKinley Street and South Conwell Street & East 2nd Street and East 5th Street.

That Section 10.24.020 of Chapter 10.24 of the Casper Municipal Code is hereby amended to add an additional paragraph "B" which reads as follows:

- B. King Boulevard from South Poplar Street to West 13th Street.

This Ordinance shall become in full force and effect upon passage on third reading and publication.

PASSED on 1st reading the 19th day of November, 2019.

PASSED on 2nd reading the 3rd day of December, 2019.

PASSED, APPROVED AND ADOPTED on 3rd and final reading the ____ day of _____, 2019.

APPROVED AS TO FORM:



CITY OF CASPER, WYOMING

ATTEST:

A Municipal Corporation

Fleur D. Tremel
City Clerk

Charles Powell
Mayor

ORDINANCE NO. 36-19

AN ORDINANCE TO AMEND SECTION 2.04.040
OF THE CASPER MUNICIPAL CODE

WHEREAS, the City of Casper is a Wyoming First Class City, which has adopted the City Manager, Mayor and Council form of city government; and,

WHEREAS, Council Members of the Casper City Council are paid \$150.00 for actual attendance at each regular and special meeting and the Mayor has been paid \$200.00 for actual attendance at each regular and special meeting; and,

WHEREAS, Wyoming Statute §15-4-201, which addresses City Manager, Mayor and Council form of City government, provides that the salary for the Mayor may be twice the salary of the other Council Members, but no more than twice the salary of other Council Members; and,

WHEREAS, the City Council of Casper recognizes that the Mayor of Casper has significantly many more appearances and meeting obligations than other members of the Council and most of these other meetings require not only more time, but also considerable expense in vehicle maintenance, fuel and depreciation; and,

WHEREAS, the Mayor of the City Council of Casper, is elected every January pursuant to Casper's Charter Ordinance, Charter Ordinance No. 22-97.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That Paragraph B. of Section 2.04.040 of the Casper Municipal Code is amended to read:

2.04.040 – Salaries.

- B. The salary for the Mayor, actually attending a regular and special public Council meeting, shall be Three Hundred Dollars (\$300.00) for those Mayors commencing their terms as Mayor after December 31, 2019.

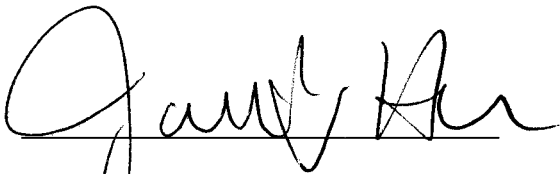
This Ordinance shall be effective after the passing on the third and final reading upon publication as provided by Statute.

PASSED on 1st reading the 3rd day of December, 2019

PASSED on 2nd reading the 10th day of December, 2019

PASSED, APPROVED, AND ADOPTED on third and final reading the _____ day of _____, 2019.

APPROVED AS TO FORM:



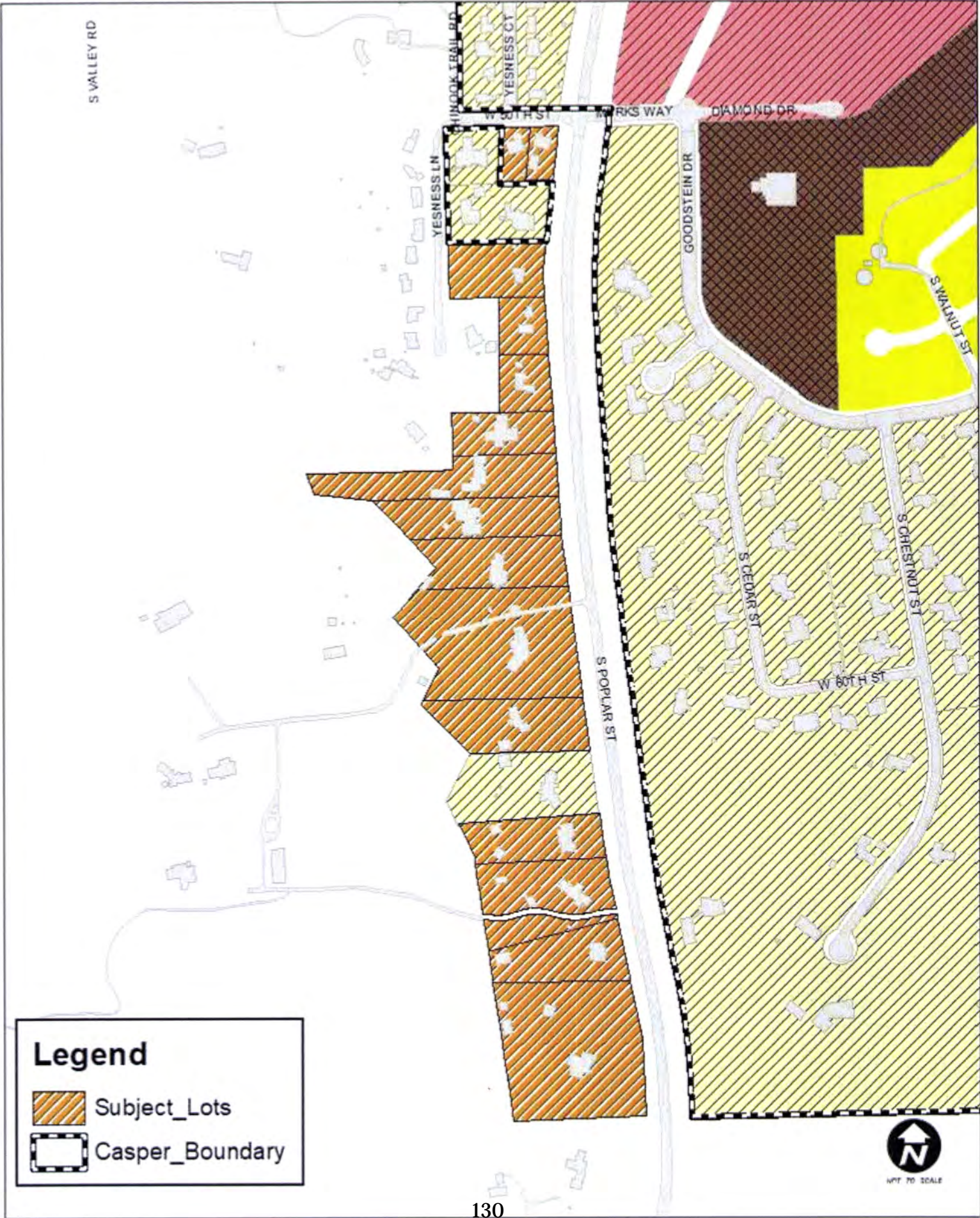
ATTEST:

Fleur D. Tremel
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Charles Powell
Mayor

Poplar Street Annexation



South Poplar Street Annexation

(South Garden Creek Acres Addition and South Garden Creek
Acres No. 2 Addition)

2019 ANNEXATION REPORT

October, 2019

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 Casper City Council approved Resolution No. 19-162 initiating the annexation of multiple unincorporated properties located generally west of South Poplar Street, and south of SW Wyoming Boulevard. Those properties are described more particularly as follows:

- E ½, Tracts 34 and 35, South Garden Creek Acres No. 2 Addition
- Tracts 14-31, Inclusive, South Garden Creek Acres No. 2 Addition
- Tracts 1-10, and the South Portion of 11, South Garden Creek Acres Addition

The annexation is proposed to incorporate thirteen (13) semi-rural, single-family residential properties into the City limits. The City limits is located immediately east of the area, and falls under the City's R-1 (Residential Estate) zoning. The properties being proposed for annexation will most likely be zoned AG (Urban Agriculture), once annexed. All properties have access to City water service, and have previously-signed commitments to annex associated with their individual deeds. A handful of the properties are currently connected to City sewer; however, the majority have septic systems. All properties involved in the annexation have frontage on a public right-of-way.

For the purpose of analysis within this report, the following assumptions have been made:

▪ Estimated Population	32 (2.45 persons per household x 13 houses)
▪ Potential yearly sales tax revenue	\$18,112 (total)
▪ Potential yearly property tax revenue	\$8,000 (total combined)
▪ Area within designated Growth Boundary	Yes
▪ Enterprise Departments	Unaffected – Service is available
▪ Potential building permit revenue	Negligible, area is built-out
▪ Surveying requirements	Platted – No cost for surveying
▪ Transit/Bus	Area is not currently served
▪ Municipal Code Compliance	Limited instances of non-conforming uses
▪ Likely zoning classification	AG (Urban Agriculture)

DEVELOPMENT COSTS

There will not be any City-borne infrastructure development costs as a result of this annexation. All properties being annexed currently have access to public streets. South Poplar Street is a State owned and maintained highway, and West 50th Street is an improved City street. Although South Poplar Street is not currently constructed to City standard specifications because it lacks curb, gutter and sidewalks, there are no immediate plans for the City to take over the ownership and maintenance of the street; and therefore, no immediate need to upgrade it to meet City standards. A funding mechanism will have to

be identified in the future, at such time as South Poplar Street requires improvements. A public sewer main extends up the east side of South Poplar Street, approximately half the length of the annexation. The decision as to when each property will be required to connect to public sewer rests solely with the City/County Health Department, and is independent of whether or not the properties are located in the City or the County. It is typical that the Health Department will allow septic systems to remain in use until such time as they fail. At such time, if a property is located within three hundred (300) feet of a public sewer main, the Health Department will typically require connection rather than permitting a new septic system to be installed. There are no future plans in the works at this time to extend the sewer main to the south, beyond its current terminus.

The property owners will not be required to complete any public improvements as a result of annexation into the City, and therefore, will not incur any immediate development costs.

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 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 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 along the eastern boundary.
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 2020 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 being incurred by the City, unless specifically noted herein, but attempts to quantifiably measure the impact of the annexation based on existing budgets and properties served. A second method of estimating costs has also been included, which is based on population rather than the number of properties/accounts in Casper. The property-based analysis in this case paints a similar picture regarding the costs of growth. 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 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.

Some examples of development costs - 2019

- \$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 will provide 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 could be estimated that the fraction of the Police Department budget that is apportioned to each property/account in the City is \$690 (*\$15,490,691 current Police Department budget, divided by 22,433 properties/accounts in the City*). Based on thirteen (13) newly annexed properties, the total estimated cost would be \$8,970 (*13 properties x \$690*). 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 population rather than the number of properties served, the analysis would look very similar. The addition of thirty-two (32) persons would comprise a 0.06% 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 \$9,294 per year (*\$15,490,691 x 0.06%*) 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 could be estimated that the fraction of the Fire Department budget that is apportioned to each property/account in the City is

\$413 (*\$9,278,947 current Fire Department budget, divided by 22,433 properties*). Based on thirteen (13) newly annexed properties, the total estimated cost would be \$5,369 (*13 properties x \$413*). 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 population, the analysis would look very similar. The addition of thirty-two (32) persons would comprise a 0.06% population increase (*U.S. Census, 2017 estimated population of Casper - 57,814*); therefore, the estimated service cost (*portion of the total Fire Department budget*) that would be attributable to this annexation is approximately \$5,567 per year (*\$9,278,947 x 0.06%*).

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 total budget for the Street and Traffic Divisions, and the 22,433 properties served in the City of Casper, it could be estimated that the fraction of the Street and Traffic budget that is apportioned to each property/account in the City is \$171 (*\$3,831,942 current Street/Traffic budget, divided by 22,433 properties*). Based on thirteen (13) newly annexed properties, the total estimated cost would be \$2,223 (*13 properties x \$171*). 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 population, the analysis would look very similar. The addition of thirty-two (32) persons would comprise a 0.06% population increase (*U.S. Census, 2017 estimated population of Casper - 57,814*); therefore, the estimated service cost (*portion of the total Street/Traffic budget*) that would be attributable to this annexation is approximately \$2,299 per year (*\$3,831,942 x 0.06%*).

In the immediate future, 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. At such time that South Poplar Street becomes a City street, it will require the City to expend funds to construct improvements to meet City standard street construction specifications, including the provision of curb, gutter, and sidewalk. In addition, additional maintenance costs can be expected, which in today's dollars, would be approximately \$201,000 - \$395,970 for this 0.67-mile section of roadway, over twenty (20) years. 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.

All properties currently enjoy City water service, and the majority of the properties use septic systems. As is the case with all properties in Natrona County, the City/County Health Department determines when property owners are required to abandon their septic systems and hook into the public sewer system, regardless of whether or not the property is located in the City or the County. A City sewer main is located in proximity to about half of the parcels being annexed, along the east side of South Poplar Street, and would need to be extended farther to the south at some point in the future to serve the additional properties beyond the current terminus.

The City will not incur any immediate capital costs associated with providing sewer service to the area, but the funding mechanism for a future extension of public sewer has not yet been identified. The ultimate cost of the extension could conceivably be borne by the residents, the City, or a combination of both. Long term, 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 owners desire to use City garbage collection.

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 could be estimated that the fraction of the Parks Division budget that is apportioned to each property/account in the City is \$90 (*\$2,026,527 current Parks Division budget, divided by 22,433 properties*). Based on thirteen (13) newly annexed properties, the total estimated cost would be \$1,170 (*13 properties x \$90*). 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 population, the analysis would look very similar. The addition of thirty-two (32) would comprise a 0.06% population increase (*U.S. Census, 2017 estimated population of Casper - 57,814*); therefore, the estimated service

cost (*portion of the total Parks Division budget*) that would be attributable to this annexation is approximately \$1,216 per year ($\$2,026,527 \times 0.06\%$).

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 could be estimated that the fraction of the Community Development budget that is apportioned to each property/account in the City is \$75 ($\$1,676,978$ *current Planning/Code Enforcement budget, divided by 22,433 properties*). Based on thirteen (13) newly annexed properties, the total estimated cost would be \$975 (13 *properties* \times $\$75$). 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 population, the analysis would look very similar. The addition of thirty-two (32) persons would comprise a 0.06% population increase (*U.S. Census, 2017 estimated population of Casper - 57,814*); therefore, the estimated service cost (*portion of the total Planning/Code Enforcement budget*) that would be attributable to this annexation is approximately \$1,006 per year ($\$1,676,978 \times 0.06\%$).

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 could be estimated that the fraction of the Community Development budget that is apportioned to each property/account in the City is \$36 ($\$815,871$ *current Planning/Code Enforcement budget, divided by 22,433 properties*). Based on thirteen (13) newly annexed properties, the total estimated cost would be \$468 (13 *properties* \times $\$36$). 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 population, the analysis would look very similar. The addition of thirty-two (32) persons would comprise a 0.06% population increase (*U.S. Census, 2017 estimated population of Casper - 57,814*); therefore, the estimated service cost (*portion of the total Engineering Division budget*) that would be attributable to this annexation is approximately \$490 per year ($\$815,871 \times 0.06\%$).

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. The total amount of local Casper-only funding budgeted for Fiscal Year 2020 is \$608,000, while Federal funding sources total \$1,024,312. 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 \$73 ($\$1,632,312$ is *current Transit Casper and Federal-sourced budget, divided by 22,433 properties*). Based on thirteen (13) newly annexed properties, the total estimated cost would be \$949 ($13 \text{ properties} \times \73). Because each property/account is unique, and requires different levels of City resources based on a multitude of factors, such as density, land use, etc., this method of determining cost may not always be an accurate assessment. In this case, if estimated cost were based on population, the analysis would look very similar. The addition of thirty-two (32) persons would comprise a 0.06% population increase (*U.S. Census, 2017 estimated population of Casper - 57,814*); therefore, the estimated service cost (*portion of the total Transit budget*) that would be attributable to this annexation is approximately \$979 per year ($\$1,632,312 \times 0.06\%$).

There will be no immediate budgetary impact to Transit as a result of this annexation. Fixed route transit service is not located in the immediate area, but service is available to the north, at the Sunrise Shopping Center.

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, funded out of the general fund, are supported in large part by various taxes and fees for services. The largest projected sources of general fund revenues for the City in FY20 are sales tax (\$18,672,852), revenue from the State of Wyoming (\$12,574,924), property taxes (\$4,160,683), charges for goods and services (\$5,196,957) and license/permit fees (\$6,238,998). It is generally accepted that given the current Wyoming tax structure, many residential properties do not generate sufficient tax revenue to the City to offset the expense to provide them with City services; whereas commercial properties typically generate higher property taxes, as well as sales taxes, to more-adequately cover the cost of providing City services.

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. Other impacts of an annexation are not easily measured but are no less important. With all development come 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.

CONCLUSION

Assuming the City Council ultimately annexes the properties, the property owners will receive the same City services that every other property within the incorporated City receive. As illustrated throughout this report, the City of Casper can provide these services without incurring any immediate additional costs related to a need for additional staff, equipment or publicly-funded facility expansion or infrastructure. The properties are located directly adjacent to properties that are already receiving City services; therefore, these thirteen (13) properties 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	\$8,970	\$9,294
Fire	\$5,369	\$5,567
Streets/Traffic	\$2,223	\$2,299
Parks	\$1,170	\$1,216
Community Development	\$975	\$1,006
Engineering	\$468	\$490
Transit	\$949	\$979

Total Yearly Cost	\$20,124	\$20,851
Total 20-Year Cost	\$402,480	\$417,020

Summary of Yearly Revenues

Source of Revenue	Estimated Amount
Sales Tax	\$18,112
Property Tax	\$8,000
Building Permits	\$0

Total Yearly Revenue	\$26,112
Total 20-Year Revenue	\$522,240

Summary of City-Borne Capital Costs

Description	Estimated Cost
Street Improvements (Immediate Cost)	\$0 (<i>State Highway</i>)
Curb, Gutter, Sidewalk (Eventual Cost for 0.67 Miles)	Unknown
Street Maintenance (Immediate Cost)	\$0 (<i>State Highway</i>)
Street Maintenance (Eventual 20-Year Cost for 0.67 Miles)	\$201,000 - \$395,970
Sewer Main Extension	Unknown
Surveying	\$0 (<i>Currently Platted</i>)
Administrative	\$3,000

Although this report primarily analyzes the costs and benefits to the City of Casper (the organization), as with any development proposal, it must also be considered that there are costs and benefits that affect the entire community as well. When reviewing annexation proposals and for that matter, any development proposal in general, the City Council must recognize that there are significant differences in the cost/benefit balance depending on whether the growth/development is financially sustainable over the short term versus the long term. Location is almost always the most important factor determining whether the effects of growth are positive.

Denser, infill-type development, in proximity to existing City properties, is always cheaper to provide with City services than new development areas on the outskirts. Conversely, low density, sprawling development is much costlier because of inherent inefficiencies in its location and design. Location, in the land use planning context, correlates to proximity to existing public services, adequate roads and transportation infrastructure, utility availability, the overall density, and the ultimate type of land use of the area.

APPENDIX

1. RESOLUTION INITIATING ANNEXATION.
2. VICINITY MAP OF AREA TO BE ANNEXED.
3. ANNEXATION EXHIBITS – PLATS
4. 2018 MILL LEVIES FOR NATRONA COUNTY.
5. UTILITY COMPANY ADDRESSES.

RESOLUTION NO.19-162

A RESOLUTION INITIATING THE ANNEXATION OF MULTIPLE UNINCORPORATED PROPERTIES LOCATED GENERALLY WEST OF SOUTH POPLAR STREET, AND SOUTH OF SW WYOMING BOULEVARD, IN THE SOUTH GARDEN CREEK ACRES ADDITION AND SOUTH GARDEN CREEK ACRES NO. 2 ADDITION

WHEREAS, the City of Casper ("City") has identified multiple properties ("Outside Properties") in the South Garden Creek Acres Addition and the South Garden Creek Acres No. 2 Addition, which are not currently included within the Casper corporate limits; and,

WHEREAS, the Outside Properties are all contiguous with properties currently located within the corporate limits of the City; and,

WHEREAS, it is a substantial benefit to outside property owners and their successors in interest ("Outside Property Owners") to utilize City-maintained roads for access to their properties, and to enjoy access to City-funded services; and,

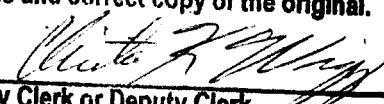
WHEREAS, the annexation of the Outside Properties will ensure that those who are benefitting from City services are contributing financially to the cost of providing those services; and,

WHEREAS, City Council desires to initiate the annexation of the unincorporated area, as described below, pursuant to Section 16.36.010 of the Casper Municipal Code, and in accordance with Wyoming State Statutes.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That City staff shall initiate the annexation of the eligible unincorporated properties located generally west of South Poplar Street, and South of SW Wyoming Boulevard, and described more particularly as follows:

- o E ½, Tracts 34 and 35, South Garden Creek Acres No. 2 Addition
- o Tracts 14-31, Inclusive, South Garden Creek Acres No. 2 Addition
- o Tracts 1-10, and the South Portion of 11, South Garden Creek Acres Addition

I hereby certify that this document is a
true and correct copy of the original.


City Clerk or Deputy Clerk



PASSED, APPROVED AND ADOPTED this 6th day of August, 2019.

APPROVED AS TO FORM:

Walker Tremel

ATTEST:

Fleur D. Tremel

Fleur D. Tremel
City Clerk

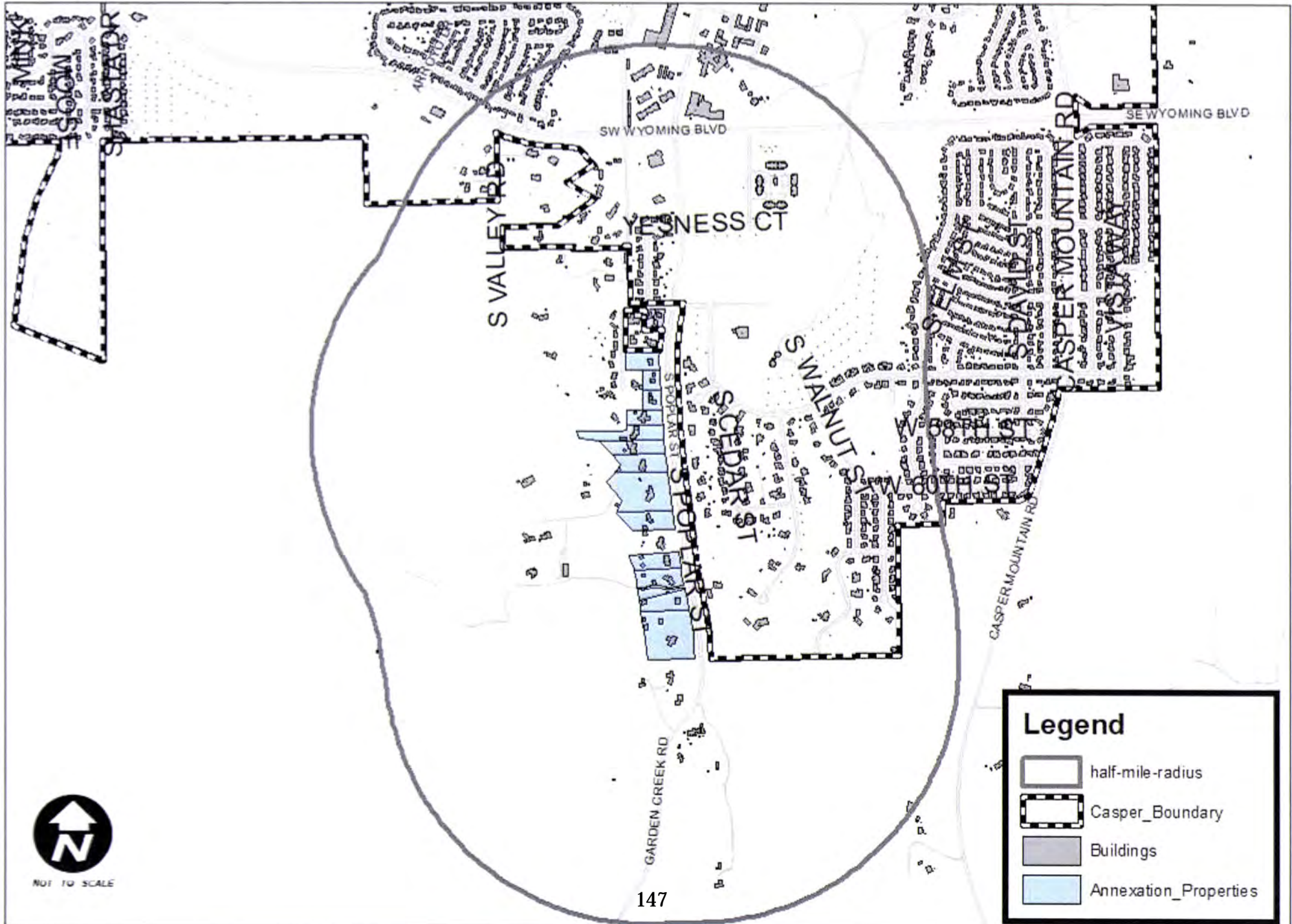


CITY OF CASPER, WYOMING
A Municipal Corporation

Charles Powell

Charles Powell
Mayor

Proposed Annexation of Properties on S Poplar St.



SOUTH GARDEN CREEK ACRES
A SUBDIVISION OF A PORTION OF
THE SW¹/₄SE¹/₄ AND THE SE¹/₄SW¹/₄ SEC. 29, T.33N., R.79W.
NATRONA COUNTY-WYOMING

— CERTIFICATE OF DEDICATION —
SOUTH GARDEN CREEK ACRES
NATRONA COUNTY-WYOMING

I, Harry Yesness, a single man do hereby certify:
That the foregoing subdivision of that portion of the SW¹/₄SE¹/₄ and SE¹/₄SW¹/₄ Sec. 29, T.33N., R.79W. of the 6th principal meridian, said portion being more particularly described as follows: Beginning at a point which is the intersection of the south boundary of Sec. 29, T.33N., R.79W. of the 6th P.M. and the west boundary of a 66-foot right of way of Lower Garden Creek Road run S. 89° 48' W. along the south boundary of the said Sec. 29, 450.6 feet to a point which is the southwest corner of the said "SOUTH GARDEN CREEK ACRES" and which bears N. 69° 48' E. 139.35 feet from the S. 1/4 cor. of the said Sec. 29; thence N. 0° 08' W. 951.19 feet to a point; thence N. 24° 09' W. 234.07 feet to a point; thence N. 21° 51' E. 106.77 feet to a point; thence N. 69° 48' E. 424.85 feet to a point; thence S. 6° 23' E. 448.89 feet to a point; thence S. 11° 05' E. 580.53 feet to a point; thence S. 00° 52' E. 283.42 feet to the point of beginning. Containing 18.9 acres more or less, as appears on this plat, is with the free consent and in accordance with the desires of me, the undersigned owner and proprietor of said lands; that the name of the said subdivision shall be "SOUTH GARDEN CREEK ACRES, NATRONA COUNTY, WYOMING," and that the streets, alleys, and public ways shown on this plat are hereby dedicated to public use.

Harry Yesness
LARRY YESNESS

STATE OF WYOMING } ss
COUNTY OF NATRONA }

On this 25 day of May, 1951, before me appeared Harry Yesness, a single man, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

Given under my hand and notarial seal the day and the year in this certificate first above written.

My commission expires on the 25 day of May 1953.

V. B. Nicholas
NOTARY PUBLIC

CERTIFICATE OF SURVEYOR

I, Albert Park, of Casper, Wyoming, hereby certify that during the month of May, 1951, the "SOUTH GARDEN CREEK ACRES, NATRONA COUNTY, WYOMING," in the SW¹/₄SE¹/₄ and the SE¹/₄SW¹/₄ Sec. 29, T.33N., R.79W., of the 6th P.M., Wyoming was surveyed by me and that the same is correctly shown on this plat which is drawn to a scale of one inch equals one hundred feet. Tract corners and other points are marked as shown on the plat. Each tract bears its respective number. Said plat is true and correct, and I accurately surveyed said subdivision and the tracts, blocks, streets, avenues, alleys, parks, commons, and other grounds are well and accurately staked off and marked. Widths of streets and alleys and dimensions of tracts are given in feet and decimals.

Albert Park
ALBERT PARK - PROFESSIONAL ENGINEER &
LAND SURVEYOR LICENSE #9180

Subscribed in my presence and sworn to before me this 28th day of May, 1951.

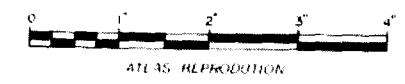
My commission expires on the 15 day of June, 1951.

W. B. Dulac
NOTARY PUBLIC

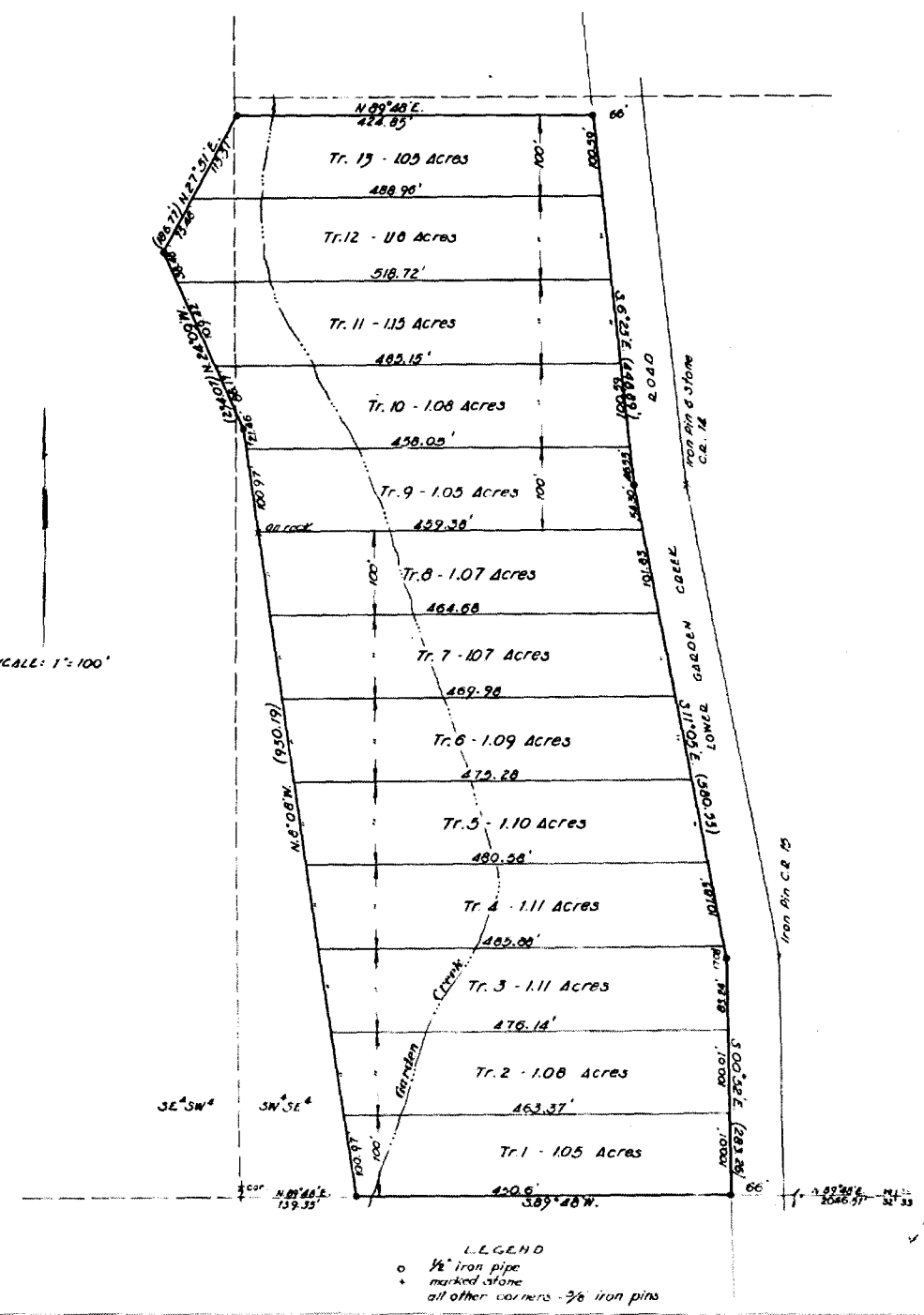
APPROVED:
BOARD OF COUNTY COMMISSIONERS
OF NATRONA COUNTY, WYOMING

BY
ATTEST
DATED

Richard H. Hinkle
CHAIRMAN OF BOARD
Robert H. Hinkle
COUNTY CLERK



SCALE: 1" = 100'





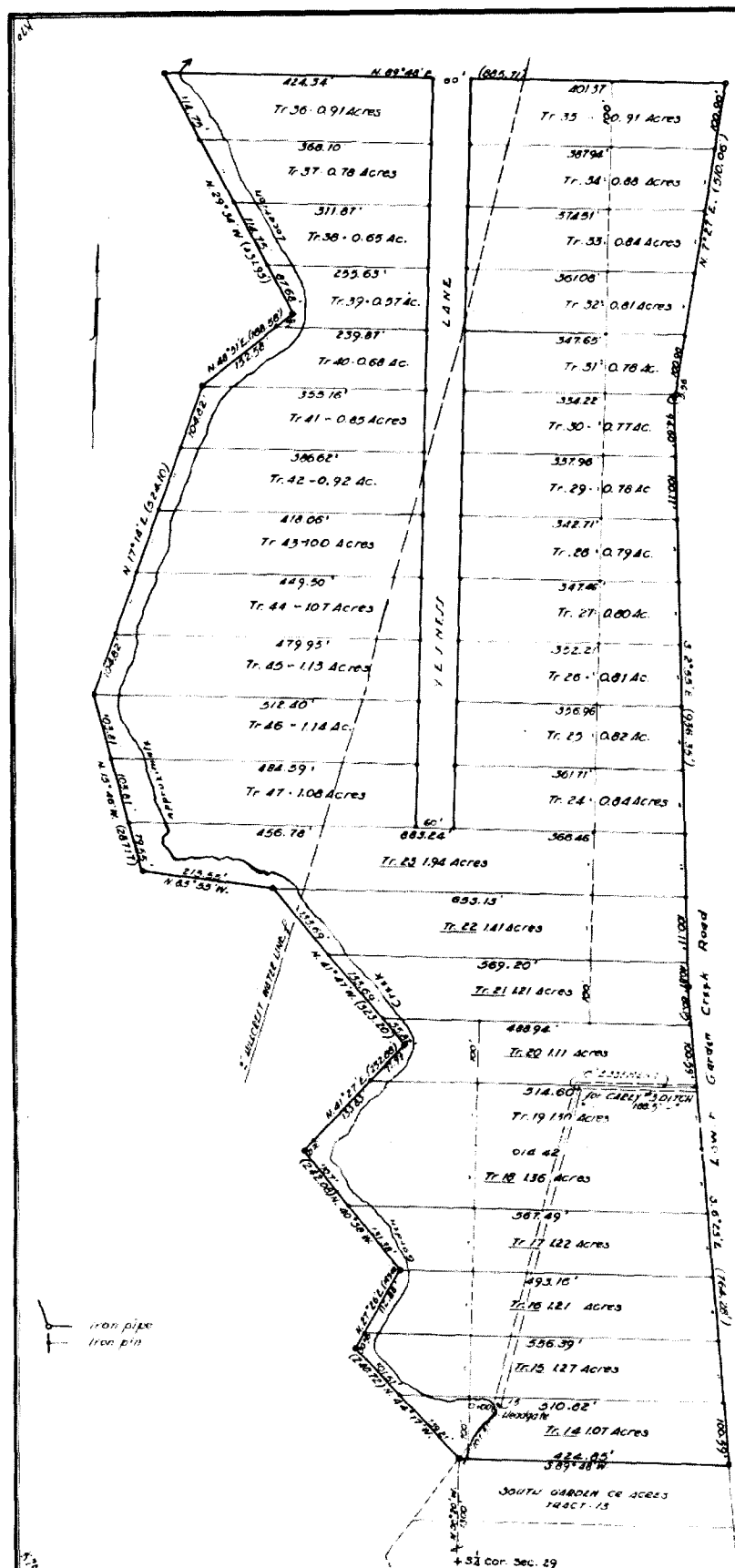
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SOUTH GARDEN CREEK ACRES NO. 2
A SUBDIVISION OF A PORTION OF
THE W²SE⁴ AND E²SW⁴ AND SE⁴NW⁴ AND SW⁴NE⁴
SEC. 29, T.33N., R.79W., 6th PRINCIPAL MERIDIAN
NATRONA COUNTY-WYOMING

—CERTIFICATE OF DEDICATION—

SOUTH GARDEN CREEK ACRES NO.2
NATRONA COUNTY-WYOMING
SCALE: 1"=100'

I, Larry Vassess, a single man, do hereby certify that the foregoing subdivision of that portion of the W²SE⁴ and E²SW⁴ and SE⁴NW⁴ and SW⁴NE⁴, Sec. 29, T.33N., R.79W., of the 6th principal meridian, said portion being more particularly described as follows: Beginning at a point which bears N.00°00' 1300 feet from the S² corner of section 29, T.33N., R.79W., 6th principal meridian and which is also the northwest corner of tract 13 South Garden Creek Acres; thence N.44°17'W. 240.72 feet to a point; thence N.27°26'E. 143.44 feet to a point; thence N.40°38'W. 242.08 feet to a point; thence N.41°27'E. 252.08 feet to a point; thence N.41°47'E. 323.20 feet to a point; thence N.63°35'W. 213.55 feet to a point; thence N.15°46'W. 287.77 feet to a point; thence N.17°14'E. 524.10 feet to a point; thence N.40°51'E. 188.58 feet to a point; thence N.29°34'W. 431.93 feet to a point; thence N.89°48'E. 884.71 feet to a point; thence S.7°27'W. 510.06 feet to a point; thence S.2°35'E. 936.33 feet to a point; thence S.6°25'E. 764.28 feet to a point; thence S.89°48'W. 424.89 feet to the point of beginning. Containing 283.9 acres more or less, as appears on this plat, is with the free consent and in accordance with the desires of me, the undersigned owner and proprietor of said lands, that the same of said subdivision shall be a subdivision shall be SOUTH GARDEN CREEK ACRES NO. 2, NATRONA COUNTY, WYOMING, and that the streets, alleys, and public ways shown on this plat are hereby dedicated to public use.

Harry Vassess
NATRONA COUNTY, WYOMING

STATE OF WYOMING
COUNTY OF NATRONA

On this 10th day of Sept., 1951, before me appeared Larry Vassess, a single man, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

Given under my hand and notarial seal the day and the year in this certificate first above written.

My commission expires on the 30th day of Oct., 1952.

J. J. Thomas
NOTARY PUBLIC

CERTIFICATE OF SURVEYOR

I, Albert Park, of Casper, Wyoming, hereby certify that during the month of July, 1951, the SOUTH GARDEN CREEK ACRES NO. 2, NATRONA COUNTY, WYOMING, in the W²SE⁴ and E²SW⁴ and SE⁴NW⁴ and SW⁴NE⁴, Sec. 29, T.33N., R.79W., of the 6th principal meridian, Wyoming was surveyed by me and that the same is correctly shown on this plat which is drawn to a scale of one inch equals one hundred feet. Tract corners and other points are marked as shown on the plat. Each tract bears its respective number. Said plat is true and correct, and I accurately surveyed said subdivision and the tracts, blocks, streets, avenues, alleys, parks, commons, and other grounds are well and accurately staked off and marked. Widths of streets and alleys and dimensions of tracts are given in feet and decimals.

Albert Park
NATRONA COUNTY, WYOMING

Subscribed in my presence and sworn to before me this 10th day of Sept., 1951.
My commission expires on the 24th day of Oct., 1952.

J. J. Thomas
NOTARY PUBLIC

APPROVED:
BOARD OF COUNTY COMMISSIONERS
OF NATRONA COUNTY, WYOMING

BY
ATTEST
DATED

Chairman of Board
County Clerk
County Auditor



**2018 TAX LEVIES NATRONA COUNTY
TAXING DISTRICTS**

DISTRICT	CASPER	EDGERTON	EVANSVILLE	MIDWEST	MILLS	BAR NUNN	CASPER	S D #1
DIST #	150	151	152	153	154	155	121	120
State School Foundation Program	12.000	12.000	12.000	12.000	12.000	12.000	12.000	12.000
School District #1								
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
Bonds & Interest	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
TOTAL SCHOOL DISTRICT	32.500	32.500	32.500	32.500	32.500	32.500	32.500	32.500
Community College								
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
TOTAL COMMUNITY COLLEGE	7.390	7.390	7.390	7.390	7.390	7.390	7.390	7.390
Natrona County								
General Fund	12.000	12.000	12.000	12.000	12.000	12.000	12.000	12.000
TOTAL NATRONA COUNTY	12.000	12.000	12.000	12.000	12.000	12.000	12.000	12.000
County Weed & Pest	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000
Municipal Levies	8.000	8.000	8.000	8.000	8.000	8.000		
Sewer, Water & Fire Bonds								
Fire Protection							3.000	3.000
TOTAL LEVY FOR DISTRICT	72.890	72.890	72.890	72.890	72.890	72.890	67.890	67.890

2018 SPECIAL DISTRICTS

TAX DISTRICT	MILL LEVY		
0121 CASPER MOUNTAIN FIRE	3.000	0149 BRANDT-GOTHBERG	VARIES
0156 DOWNTOWN DEV AUTHORITY	16.00	0160 BLOODY TURNIP	\$150/\$300
0122 PIONEER WATER & SEWER	8.000	0162 BROOKHURST	\$120.00
0128 WARDWELL WATER & SEWER	8.000	0163 EAST HENRIE ROADWAY	\$264.00
0134 MILLS/WARDWELL	8.000	0164 BIG RIVER ESTATES	\$250 PER OWNER
		0167 NORTH MOUNTAIN VIEW	\$295.00 PER LOT OR \$20.00 ADM
		0169 MILE HIGH	\$175.00 PER TAP
TAXING ENTITIES MILL LEVY		CATTLE TRAIL ACRES	
STATE SCHOOL FOUNDATION	12.00	WEEK CREEK	
SCHOOL DISTRICT #1	32.50	0148 CLEAR FORK	\$600
CASPER COLLEGE	7.390	0170 SCHLAGER I & S	
COUNTY WEED & PEST	1.000	0171 SIX MILE DRAW	
MUNICIPAL LEVIES	8.000	0172 HORSE RANCH ACRES I & S	
COUNTY FIRE PROTECTION	3.000	0173 CATTLE TRAIL ACRES I & S	
CASPER MOUNTAIN FIRE	3.000		
NATRONA COUNTY	12.00		

IMPROVEMENT & SERVICE DISTRICTS	REQUESTED DOLLARS
0123 PURSEL LANDS	\$100.00 PER LOT
0124 LAKEVIEW	\$530.00
0126 WESTLAND PARK	\$250.00
0127 RED BUTTE	\$225.00
0131 RENAUNA	VARIES
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 PER LOT

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 1st Street, Suite C-95
Casper, WY 82601

ORDINANCE NO. 34-19

AN ORDINANCE APPROVING THE CITY-INITIATED ANNEXATION OF THIRTEEN (13) PROPERTIES ALONG THE WEST SIDE OF SOUTH POPLAR STREET, SOUTH OF WEST 50TH STREET; AND THE ZONING OF SAID PROPERTIES AS AG (URBAN AGRICULTURE)

WHEREAS, the Casper City Council approved Resolution No. 19-162, initiating the annexation of thirteen (13) properties along the west side of South Poplar Street, south of West 50th Street, and more particularly described as follows:

- E ½, Tracts 34 and 35, South Garden Creek Acres No. 2 Addition
- Tracts 14-31, Inclusive, South Garden Creek Acres No. 2 Addition
- Tracts 1-10, and the South Portion of 11, South Garden Creek Acres Addition

WHEREAS, the properties listed above all adjoin the existing Casper corporate limits along their east boundaries; 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 Generation Casper Comprehensive Land Use Plan, adopted in 2017, supports the zoning of the property as AG (Urban Agriculture); and,

WHEREAS, an annexation report will be reviewed by the City Council concurrent with third reading, and final approval of the annexation, in accordance with Section 15-1-402 of the Wyoming State Statutes, as amended; and,

WHEREAS, pursuant to Wyoming Statute § 15-1-410(a), any land use that was existing at any time within the year prior to the date of annexation and was lawful at the time the property was annexed shall be considered to be legal and conforming upon annexation into the City, and said land use may continue without restriction.

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

SECTION 1:

The annexation of the properties listed above is hereby approved, and said area is included within the corporate limits of the City of Casper and all rights, privileges, and duties pertaining to such inclusion shall apply to said development and the inhabitants thereof.

SECTION 2:

The AG (Urban Agriculture) zoning of said properties is hereby approved.

SECTION 3:

All land uses in existence within the year prior to the date of annexation, and that were lawful at the time the property was annexed are considered to be legal and conforming, and permitted to continue without restriction, provided that the use is not discontinued for any one (1) year period after the date of annexation, all in accordance with Wyoming Statute § 15-1-410(a).

SECTION 4:

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 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 3rd day of December, 2019.

PASSED on 2nd reading the ____ day of _____, 2019.

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

APPROVED AS TO FORM:

Walter Trout

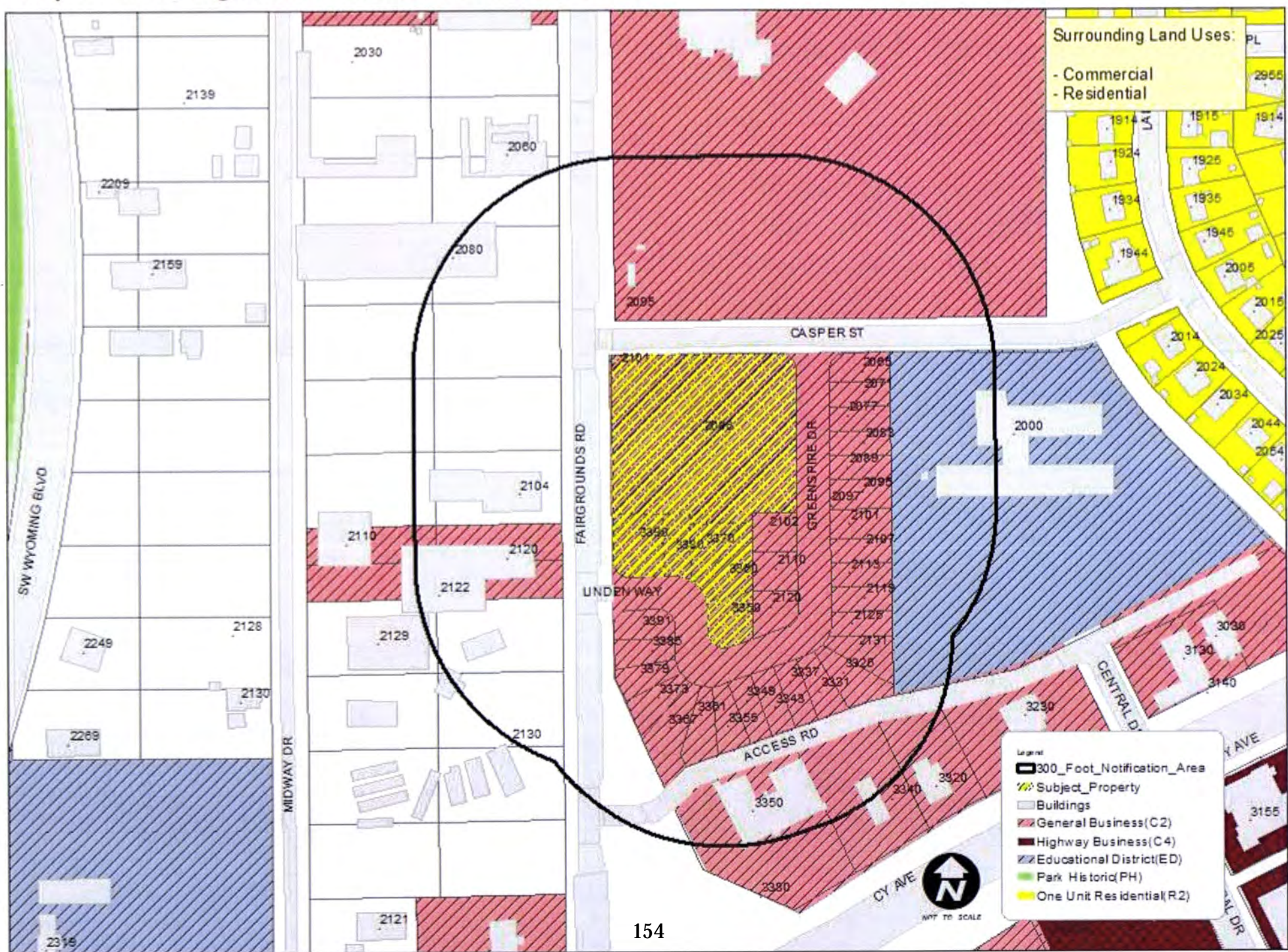
ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

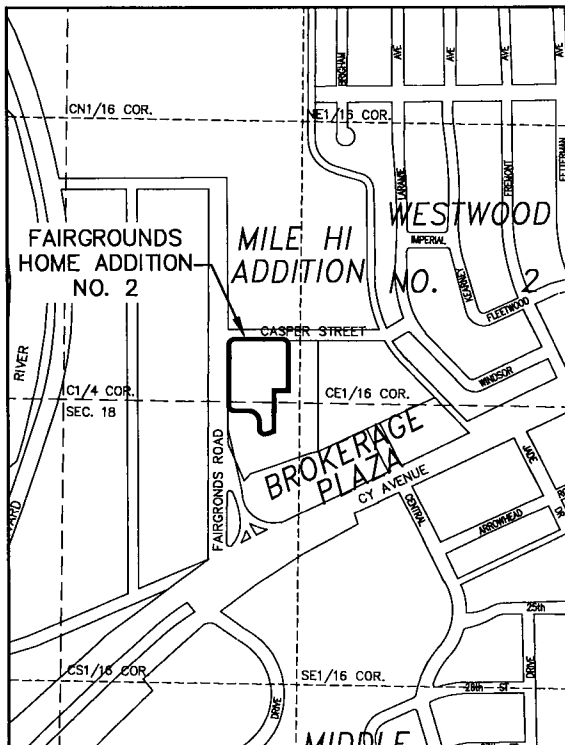
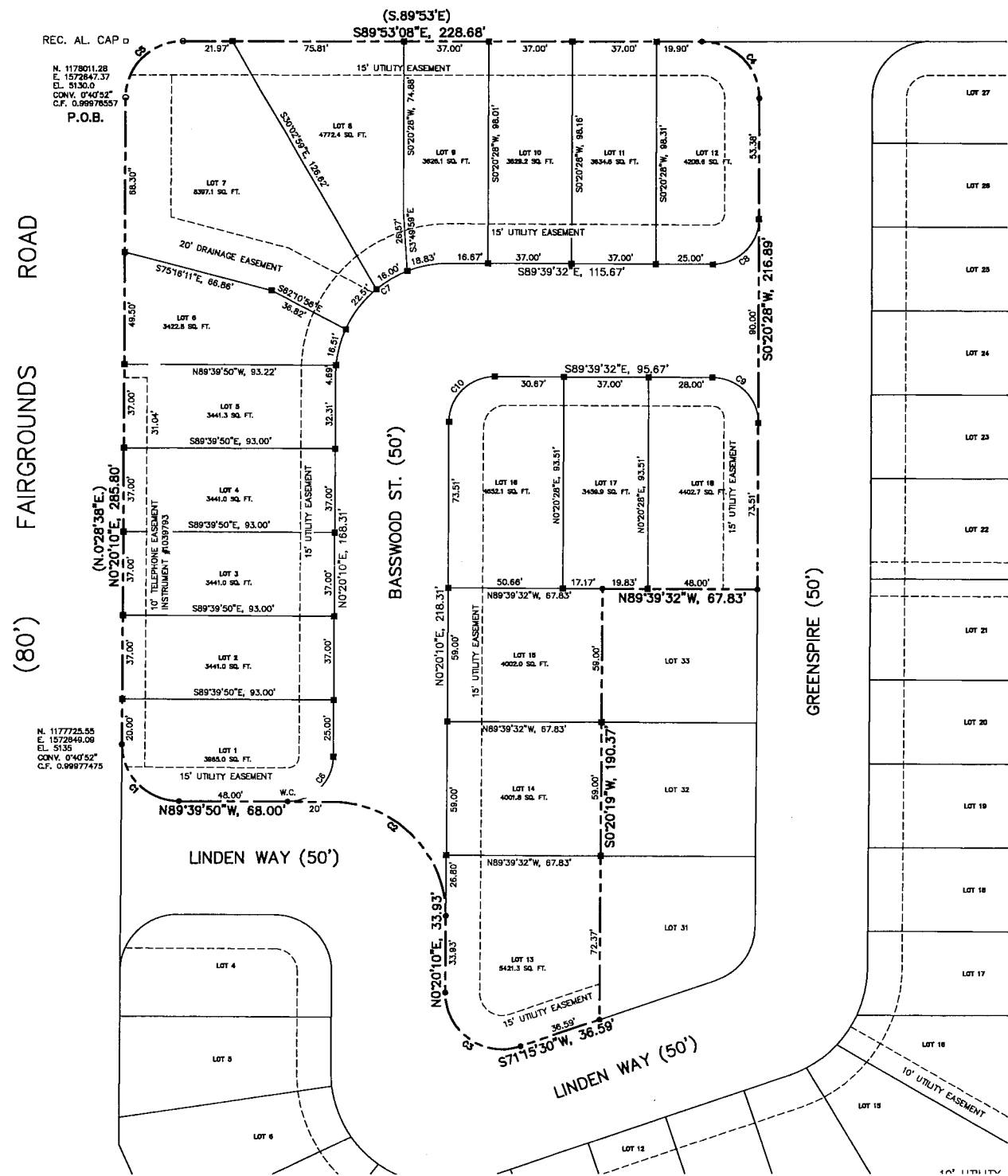
Mayor

Proposed Fairgrounds Home Addition No. 2



LOT 1
BLOCK 1
MILE HI ADDITION

(50') CASPER STREET



VICINITY MAP

SCALE: 1"=400'

LEGEND

- RECOVERED BRASS CAP
- SET BRASS CAP
- SET 5/8" REBAR W/ALUMINUM CAP
- WITNESS CORNER
- BOUNDARY
- EASEMENT

N.64°32'30"E, 469.86'
(N.64°32'30"E, 469.86') MEASURED BEARING & DISTANCE
RECORD BEARING & DISTANCE

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 AND ELEVATIONS REFER TO NAVD88.

Curve #	Delta	Radius	Length	Chord
C1	90°00'00"	25.00'	39.27'	N44°39'50"W, 35.36'
C2	90°00'00"	50.00'	78.54'	N44°39'50"W, 70.71'
C3	109°14'42"	25.00'	47.67'	N54°17'10"W, 40.77'
C4	90°13'37"	25.00'	36.37'	S44°46'20"E, 35.43'
C5	89°46'41"	25.00'	38.17'	N45°13'31"E, 35.29'
C6	90°00'00"	20.00'	31.42'	N45°20'19"E, 28.28'
C7	90°00'18"	50.00'	78.54'	N45°20'19"E, 70.71'
C8	90°00'00"	20.00'	31.42'	N45°20'28"E, 28.28'
C9	90°00'00"	20.00'	31.42'	S44°39'32"E, 28.28'
C10	90°00'18"	20.00'	31.42'	N45°20'19"E, 28.28'

PLAT OF
"FAIRGROUNDS HOME ADDITION No. 2"
AN ADDITION TO THE CITY OF CASPER, WYOMING
A VACATION AND REPLAT OF LOTS 1-3 AND 28-30
OF THE FAIRGROUNDS HOME ADDITION
AN ADDITION TO THE CITY OF CASPER, WYOMING
A SUBDIVISION OF PORTIONS OF
THE S1/2NE1/4 & N1/2SE1/4, SECTION 18
TOWNSHIP 33 NORTH, RANGE 79 WEST
SIXTH PRINCIPAL MERIDIAN
NATRONA COUNTY, WYOMING

SCALE: 1"=30'

CERTIFICATE OF DEDICATION

Fairgrounds Plaza, Inc., hereby certify that they are the owners and proprietors of the foregoing vacation and replat of a portion of the Fairgrounds Home Addition to the City of Casper, Wyoming, a subdivision of portions of the S1/2NE1/4 and N1/2SE1/4, Section 18, Township 33 North, Range 79 West of the Sixth Principal Meridian, Natrona County, Wyoming and being more particularly described by metes and bounds as follows:

Beginning at the northwesterly corner of the Parcel being described and a point in the easterly line of Fairgrounds Road and a point of curvature; thence from said Point of Beginning and along the northerly line of said Parcel and the easterly line of said Fairgrounds Road along the arc of true curve to the right having a radius of 25.00 feet, and through a central angle of 89°46'41", northeasterly, 39.17 feet, and the chord of which bears N.45°13'31"E., 35.29 feet to a point in the southerly line of Casper Street and point of tangency; thence along the northerly line of said Parcel and the southerly line of said Casper Street, S.89°53'08"E., 228.68 feet to a point in the westerly line of Greenspire and a point of curvature; thence along the easterly line of said Parcel and the westerly line of said Greenspire along the arc of a true curve to the right having a radius of 25.00 feet, and through a central angle of 90°13'37", southeasterly, 39.37 feet, and the chord of which bears S.44°46'20"E., 35.43 feet to the northeasterly corner of said Parcel and a point of tangency; thence continuing along the easterly line of said Parcel and the westerly line of said Greenspire, S.02°20'28"W., 216.90 feet to a point; thence along the southerly line of said Parcel, N.89°39'32"W., 67.83 feet to a point; thence along the easterly line of said Parcel S.02°20'19"W., 190.37 feet to the southeasterly corner of said Parcel and a point in the northerly line of Linden Way; thence along the southerly line of said Parcel and the northerly line of said Linden Way, S.71°15'30"W., 36.59 feet to a point of curvature; thence continuing along the southerly line of said Parcel and the northerly line of said Linden Way along the arc of a true curve to the right having a radius of 25.00 feet, and through a central angle of 109°14'42", Northwesterly, 47.67 feet, and the chord of which bears N.54°17'10"W., 40.77 feet to a point of tangency; thence along the westerly line of said Parcel and the easterly line of Linden Way, N.02°20'10"E., 33.93 feet to a point of curvature; thence along the southerly line of said Parcel and the northerly line of said Linden Way along the arc of a true curve to the left having a radius of 50.00 feet, and through a central angle of 90°00'00", northwesterly, 78.54 feet, and the chord of which bears N.44°39'50"W., 70.71 feet to a point of tangency; thence along the southerly line of said Parcel and the northerly line of said Linden Way, N.89°39'50"W., 68.00 feet to a point of curvature; thence continuing along the southerly line of said Parcel and the northerly line of said Linden Way along the arc of a true curve to the right having a radius of 25.00 feet, and through a central angle of 90°00'00", northwesterly, 39.27 feet, and the chord of which bears N.44°39'50"W., 35.36 feet to the southwesterly corner of said Parcel and a point in the easterly line of said Fairgrounds Road; thence along the westerly line of said Parcel and the easterly line of said Fairgrounds Road, N.02°20'10"E., 285.80 feet to the Point of Beginning and containing 2.167 acres, more or less.

The subdivision of the foregoing described lands is with the free consent and in accordance with the desires of the above named owners and proprietors. The name of said subdivision shall be known as "FAIRGROUNDS HOME ADDITION No. 2" to the City of Casper, Wyoming. All streets as shown hereon are or have been previously dedicated to the use of the public and easements as shown hereon are hereby dedicated to the use of public and private utility companies for the purposes of construction, operation and maintenance of utility lines, conduits, ditches, drainage and access.

Fairgrounds Plaza, Inc.
39 E. 1st Street
Sheridan, Wyoming 82801

STEPHEN L. GRIMSHAW, PRESIDENT
FAIRGROUNDS PLAZA, INC.

ACKNOWLEDGMENT

State of Wyoming) ss
County of Natrona)

The foregoing instrument was acknowledged before me by Stephen L. Grimshaw, President of Fairgrounds Plaza, Inc., on this _____ day of _____, 2019.

Witness my hand and official seal.

My commission expires: _____

Notary Public

APPROVALS

APPROVED: City of Casper Planning and Zoning Commission this _____ day of _____, 2019 and forwarded to the City Council of Casper, Wyoming with recommendation that said plat be approved.

Secretary

Commission Chairman

APPROVED: City Council of the City of Casper, Wyoming by Ordinance No. _____ duly passed, adopted and approved on the _____ day of _____, 2019.

Attest:

City Clerk

Mayor

INSPECTED AND APPROVED on the _____ day of _____, 2019.

City Engineer

INSPECTED AND APPROVED on the _____ day of _____, 2019.

City Surveyor

CERTIFICATE OF SURVEYOR

STATE OF WYOMING)
COUNTY OF NATRONA) ss

I, Steven J. Granger, of Casper, Wyoming hereby state that this plat was prepared from notes taken during actual surveys made by me or others under my direct supervision during the month of September, 2019 and that this map correctly represents said surveys. All perimeter corners are well and accurately monumented by brass caps as of the date of this map. All dimensions are expressed in feet and decimals thereof and courses referred to the true meridian, all being true and correct to the best of my knowledge and belief.

Wyoming Registration No. 15092 L.S.



Subscribed in my presence and sworn to before me by Steven J. Granger this _____ day of _____, 2019.

My commission expires: _____

Notary Public

**FAIRGROUNDS HOME ADDITION NO. 2
SUBDIVISION AGREEMENT**

This Subdivision Agreement ("Agreement") is made and entered into this ____ day of _____, 201____, by and between the following parties:

1. The City of Casper of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601 ("City").
2. Fairgrounds Plaza, Inc., 39 East 1st Street, Sheridan, Wyoming 82801 ("Owner").

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

RECITALS

- A. Whenever the Public Services Director, City Engineer, Community Development Director, or other City official is mentioned in this Agreement, it shall be deemed to include their designees.
- B. Owner has applied to vacate and replat Lots 1-3 and 28-30 of the Fairgrounds Home Addition to create the Fairgrounds Home Addition No. 2.
- C. A plat of Fairgrounds Home Addition No. 2 ("Addition") has been prepared by the Owner, and approved by the City of Casper, and shall be signed and recorded at the Natrona County Clerk's Office concurrently with this Agreement.

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

SECTION 1 – INCORPORATION OF RECITALS

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

SECTION 2 - OBLIGATIONS OF OWNER

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

2.1 Surveying:

- a. All subdivision corners shall be marked with 3¼ brass caps. These caps shall show the name of the surveyor or company making the survey, and the license number of the surveyor making the survey or certifying the survey. All PLSS corners shall be properly marked for identification as to the location as per Wyoming Statutes and Rules and Regulations of the Wyoming Board of Registration for Professional Engineers and Professional Land Surveyors, shall be referenced if subject to destruction, and again shall show the proper identification and license of the certifying surveyor. A corner record shall be recorded as per Wyoming Statutes and Rules and Regulations of the Wyoming Board of Registration for Professional Engineers and Professional Land Surveyors. A copy will be provided to the City upon recordation.
- b. Block and Lot corners, points of tangency (PT's) and points of curve (PC's) of all curves shall be marked by an iron pin not less than five-eighths (5/8) inches in diameter and not less than twenty-four (24) inches in length, with a brass or aluminum cap not less than 2 and one-half (2½) inches in diameter securely fastened to the top, unless otherwise impractical. These monuments will be set prior to the recording of the plat in the Office of the County Clerk unless approved by the City Surveyor.
- c. Said corners shall be in place for final inspection by the Public Services Director upon completion of the sidewalk (curbwalk), or curb and gutter.
- d. A digital copy of the Final Subdivision Plat shall be provided to the City, as required by the Casper Municipal Code ("Code"). No building permit shall be issued prior to the recording of the plat.

2.2 Construction Sequence:

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

2.3 Certification of Construction; Repair Obligations:

- a. All improvements shall be designed and inspected by a Wyoming registered professional engineer, who shall certify that the improvements, including, but not limited to, streets, curbs, gutter, sidewalks, paving, parkways, utility systems, storm sewers, street lighting, street signs and

striping, etc., have been constructed in accordance with plans and specifications approved by the Public Services Director. The certification by the engineer and approval by the City shall be in writing. Approval of the construction plans by the Public Services Director is required before a building permit will be issued by the City.

- b. The Owner shall maintain, repair, and replace all improvements that fail within the warranty period as provided by the Code. This obligation includes maintenance, repair or replacement for any cause during such period, including acts of subcontractors. In the event the Owner fails to maintain, repair, or replace said improvements, City shall have the right but not the obligation, at its option, to maintain, repair, or replace the same and Owner agrees to pay for any cost incurred thereby. Maintenance, repair, or replacement by the City does not relieve the Owner from its obligation under this paragraph and shall not be construed to be an acceptance of the improvements by the City.
- c. Upon issuance of a "letter of acceptance" by the Public Services Director pursuant to the Code, the City will assume ownership and the responsibility for the maintenance of the improvements. The Owner shall be responsible for the maintenance, repair and replacement of the improvements until the City issues its "letter of acceptance."

2.4 Underground Utilities and Street Lights:

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

2.5 Soils Analysis:

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

2.6 Erosion Control Program:

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

from the Public Services Director prior to any earthwork taking place in the Addition.

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

2.7 Retaining Walls and Fences:

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

2.8 Water and Sewer:

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

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

- d. The Owner shall construct the necessary sewer lines up to and through the Addition. All work shall be in accordance with plans and specifications to be prepared by the Owner's engineer and approved in writing by the Public Services Director. Sewer sizes shall be as determined by the Public Services Director.
- e. The Owner, at its own cost, shall install sewer service lines, in accordance with Code specifications, to the property line so as to serve each lot or building site in the Addition.
- f. The Owner shall protect manhole covers and rings from damage in the course of constructing the line, and shall be solely responsible for repair or replacement to the Public Services Director's satisfaction. The Owner shall adjust such manhole rings and covers to finished grade. The Owner agrees to protect and save the City harmless from any loss or claim suffered by other sewer users to their real or personal property, and from personal injury or damages by reason of obstruction or damage to the sewer lines or any part thereof occasioned by present or future construction work on said Addition by the Owner. Said obligation shall continue until the sewer line and the system within the Addition is accepted by the Public Services Director by issuance of a "letter of acceptance." Provided, however, that acceptance of part of the system shall not relieve the Owner of the obligations herein imposed for the remaining improvements that have not been accepted within said Addition.
- g. Prior to the issuance of a building permit for any new structure, or prior to the issuance of a plumbing permit to connect existing buildings to the water and sewer systems, the then-existing water system investment charge (connection charge), sewer system investment charge (connection charge) and water meter charge shall be paid to the City. The Owner will also pay to the Central Wyoming Regional Water System Joint Powers Board the then current Regional Water System investment charge for each building to be served with water.
- h. All necessary water and sewer easements, in forms acceptable to the City, up to and through the subdivision shall be obtained by the Owner, which grant to the City the right of ingress and egress thereto for purposes of laying out, constructing, inspecting, maintaining and replacing water lines, sewer lines, its fire hydrants and other appurtenances.
- i. The Owner agrees to abide by all federal, state and local laws, rules and regulations regarding the use of its water and sewer facilities, and water and sewer service, including, but not limited to, the Federal Pretreatment Regulations and all the Code sections relating to industrial pretreatment.
- j. At such time as said water and/or sewer mains are installed by the Owner and a "letter of acceptance" is issued by the Public Services Director, the City shall pursuant to the Code, reimburse the Owner twice the difference in material cost between an eight (8) inch water and/or sewer main, or larger size if required by the development, and the required oversized main pursuant to the Code, as

amended. Such reimbursement will be determined by the City based upon its most recent applicable material costs at the time of the Agreement execution. Reimbursement will only be based on oversizing of water and sewer mains larger than the size required by system analysis and approved by the Public Services Director.

2.9 Easements for all Utilities, Bikeways and Pedestrian Pathways:

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

2.10 Street and Traffic Signs and Controls:

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

2.11 Security Requirements:

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

2.12 Record Drawings:

- a. Owner shall submit "as-built" record documents for paving, drainage, water and sewer to City prior to the issuance of the certificate of occupancy. Reproducible hard copy drawings shall be in the form of one (1) set of 4 mil Mylar, 24" x 36" labeled as "Record Drawings" and dated. Record Drawings shall also be provided on electronic media in Adobe (pdf) format and in AutoCAD format or other format specified by Owner. Record documents shall be submitted on CDs, or other media as directed by Owner, labeled as "Record Drawings" and include the project name, City of Casper project number and date.
- b. All digital files necessary for correct plotting of the final record drawings in the AutoCAD version, such as external references, pen assignments, images, etc. shall be provided. Any x-refs or other files that can be, shall be incorporated into the final drawings to minimize the manipulation necessary for plotting.

2.13 Completion of Infrastructure Improvements Prior to Certificate of Occupancy:

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

2.14 Other Costs in Separate Agreements:

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

2.15 Stormwater, Flooding and Letters of Map Revisions:

- a. Owner shall comply with and pay for all costs associated with any Stormwater Pollution Prevention Plan, Letter of Map Revision (LOMR), or other related requirements of Wyoming DEQ, Federal Emergency Management Agency (FEMA) or any other agency that has jurisdiction over the real property in impacted by this Agreement.
- b. Owner shall provide the City with copies of all Stormwater Pollution Prevention Plan elements as reviewed and approved by Wyoming DEQ; any LOMR, along with the necessary submittals to update flood mapping in accordance with FEMA requirements, and documentation of Base Flood Elevations.
- c. All requirements of this section shall be met prior to issuance of a permit to construct subdivision improvements.

SECTION 3 - OBLIGATIONS OF CITY

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

SECTION 4 - REMEDIES

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

- a. Refuse to issue any building permits or certificates of occupancy to any person, including the Owner, or its heirs, successors, assigns and grantees.
- b. After written notice to the Owner of any public improvements which have not been completed or properly completed, and upon Owner's failure to cure the same within a reasonable period of time, the City may complete any and all of the public improvements required by this Agreement by itself or by contracting with a third party to do the same. In the event the

City elects to complete said improvements, or contracts with a third party to do so, the Owner agrees to pay any and all costs resulting therefrom upon demand by the City.

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

SECTION 5 – GENERAL PROVISIONS

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

- g. No Third-Party Beneficiary Rights: The parties to this Agreement do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to this Agreement, and shall inure solely to the benefit of the parties to this Agreement. The parties to this Agreement intend and expressly agree that only parties signatory to this Agreement shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.
- h. Severability: If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid, illegal or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement.
- i. Notices: Notices required or permitted to be given by a Party to the others must be in writing and either delivered in person or sent to the address shown below (or such subsequent address as may be designated by either party in writing) by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt:
- | | |
|--------------------------------|--------------------------------------|
| Fairgrounds Plaza, Inc. | City of Casper |
| 39 East 1 st Street | Attn: Community Development Director |
| Sheridan, Wyoming 82801 | 200 North David |
| | Casper, WY 82601 |
| | Fax: 307-235-8362 |
- j. Headings: The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation thereof.
- k. Survival: All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with this Agreement, as well as all continuing obligations indicated in this Agreement, will survive final payment, completion and acceptance of the services and termination or completion of the Agreement.
- l. Copies: This Agreement may be executed in more than one copy, each copy of which shall serve as an original for all purposes, but all copies shall constitute but one and the same Agreement.

- m. Authority: Each individual executing this Agreement for and on behalf of their principals hereby state that they have the requisite power and authority to enter into this Agreement and to consummate the transactions contemplated and intended hereby. Owner further states that it is authorized to transact business in the State of Wyoming, properly registered and not delinquent with the Secretary of State.
- n. Term: At the time the Owner files for a permit to construct, the then applicable code provisions shall apply for the life of the permit or under an extension that is approved by the Public Services Director. If the Owner fails to file for a permit to construct at the time of platting, all applicable provisions of the Code that have changed since the execution of this Agreement shall be required of the Owner at the time of permit application, and the City at its sole discretion may require a new Subdivision Agreement and/or the replatting of property. Provided, however, Code amendments pertaining to the health and safety of the public shall be complied with by the Owner during the term of this Agreement, regardless of the validity of the permit to construct.

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

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

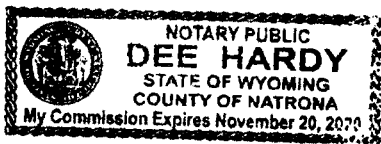
Fleur D. Tremel
City Clerk

Mayor

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me on this 3rd day of December, 2019, by Stephen Grimshaw as the owner / President of Fairgrounds Plaza, Inc..

(Seal, if any)



Dee Hardy
(Signature of notarial officer)

Notary
Title (and Rank)

[My Commission Expires: 11/20/20]

WITNESS:

OWNER

Fairgrounds Plaza, Inc.

By: Dee Hardy

By: [Signature]

Printed Name: Dee Hardy

Printed Name: STEPHEN GRIMSHAW

Title: Notary

Title: OWNER / PRESIDENT

STATE OF WYOMING)
COUNTY OF NATRONA) ss.

This instrument was acknowledged before me on this _____ day of _____, 201____, by _____ as the Mayor of the City of Casper.

(Seal, if any)

(Signature of notarial officer)

Title (and Rank)

[My Commission Expires: _____]

ORDINANCE NO. 35-19

AN ORDINANCE APPROVING THE FAIRGROUNDS HOME ADDITION NO. 2 SUBDIVISION AGREEMENT AND THE VACATION OF A PORTION OF THE FAIRGROUNDS HOME ADDITION AND FINAL PLAT OF FAIRGROUNDS HOME ADDITION NO. 2, COMPRISING 2.17 ACRES, MORE OR LESS.

WHEREAS, an application has been made for final plat approval of Fairgrounds Addition No. 2 (the "plat"); and,

WHEREAS, the plat consists of previously platted land that is being vacated within the Fairgrounds Home Addition to the City of Casper; and,

WHEREAS, a written subdivision agreement will be entered into with the City of Casper, which will be approved with the plat upon third reading of this ordinance; and,

WHEREAS, the plat requires approval by ordinance following a public hearing because a public street right of way is being dedicated; and,

WHEREAS, after a public hearing, the City of Casper Planning and Zoning Commission passed a motion recommending that the City Council approve the request to plat the above referenced property; and,

WHEREAS, the governing body of the City of Casper finds that the above described plat and subdivision agreements should be approved.

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

SECTION 1:

That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, the Fairgrounds Home Addition No. 2 Subdivision Agreement.

That the vacation of a portion of the Fairgrounds Home Addition, and final plat of the Fairgrounds Home Addition No. 2 is hereby approved under terms and conditions of the Fairgrounds Home Addition No. 2 Subdivision Agreement.

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

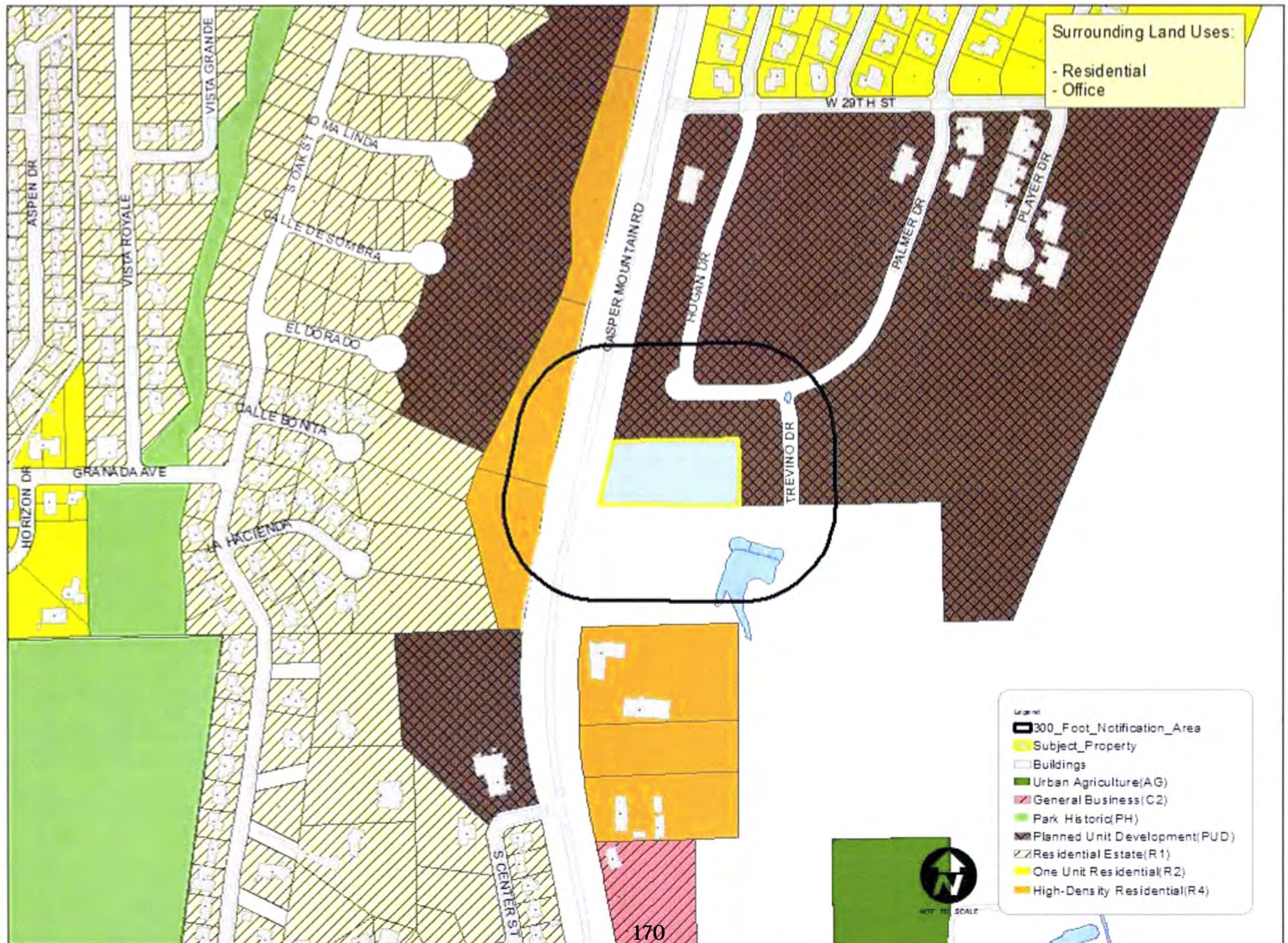
PASSED, APPROVED, AND ADOPTED on 3rd and final reading the ____ day of _____, 20__.

Walter Trent

CITY OF CASPER, WYOMING
A Municipal Corporation

Mayor

Annexation Creating "Ihli Addition"



PLAT OF
"IHLI ADDITION"
A SUBDIVISION OF A PORTION OF
THE SE1/4NW1/4, SECTION 21
TOWNSHIP 33 NORTH, RANGE 79 WEST
SIXTH PRINCIPAL MERIDIAN
NATRONA COUNTY, WYOMING
SCALE: 1"=40'

CERTIFICATE OF DEDICATION

Troy B. Ihli hereby certifies that he is the owner and proprietor of the foregoing subdivision located in and being a portion of the SE1/4NW1/4, Section 21, Township 33 North, Range 79 West of the Sixth Principal Meridian, Natrona County, Wyoming and being more particularly described by metes and bounds as follows:

Beginning at the northwesterly corner of the Parcel being described and the southwesterly corner of Tract E, The Back Nine, an Addition to the City of Casper, Wyoming and a point in the easterly line of Casper Mountain Road; thence from said Point of Beginning and along the northerly line of said Parcel and the southerly line of said Tract E, The Back Nine, N89°42'25"E., 392.25 feet to the northeasterly corner of said Parcel; thence along the easterly line of said Parcel and the westerly line of said Tract E, The Back Nine, S0°19'33"E., 208.47 feet to the southeasterly corner of said Parcel; thence along the southerly line of said Parcel, S89°43'29"W., 441.99 feet to the southwesterly corner of said Parcel and a point in and intersection with the easterly line of said Casper Mountain Road; thence along the westerly line of said Parcel and the easterly line of said Casper Mountain Road, N13°06'17"E., 214.17 feet to the Point of Beginning and containing 2.00 acres, more or less.

The subdivision of the foregoing described lands is with the free consent and in accordance with the desires of the above named owner and proprietor; the name of said subdivision shall be known as "IHLI ADDITION" and all streets as shown hereon have been previously dedicated to the public and utility easements as shown hereon are hereby reserved for the purposes of access, construction, operation and maintenance of utility lines, conduits, ditches and drainage.

Troy Ihli
5920 S. Walnut St.
Casper, WY 82601

Troy Ihli, Owner

ACKNOWLEDGMENT

State of Wyoming) ss
County of Natrona)

The foregoing instrument was acknowledged before me by Troy Ihli, Owner on this _____ day of _____, 2019.

Witness my hand and official seal.

My commission expires: _____

Notary Public

APPROVALS

APPROVED: City of Casper Planning and Zoning Commission this _____ day of _____, 2019 and forwarded to the City Council of Casper, Wyoming with recommendation that said plat be approved.

Secretary

Commission Chairman

APPROVED: City Council of the City of Casper, Wyoming by Ordinance No. _____ duly passed, adopted and approved on the _____ day of _____, 2019.

Attest:

City Clerk

Mayor

INSPECTED AND APPROVED on the _____ day of _____, 2019.

City Engineer

INSPECTED AND APPROVED on the _____ day of _____, 2019.

City Surveyor

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 an actual survey made by me or others under my direct supervision during the month of July, 2019 and that this plat, to the best of my knowledge and belief, correctly and accurately represents said survey. The perimeter boundary and lot corners are monumented as of the date of this survey.



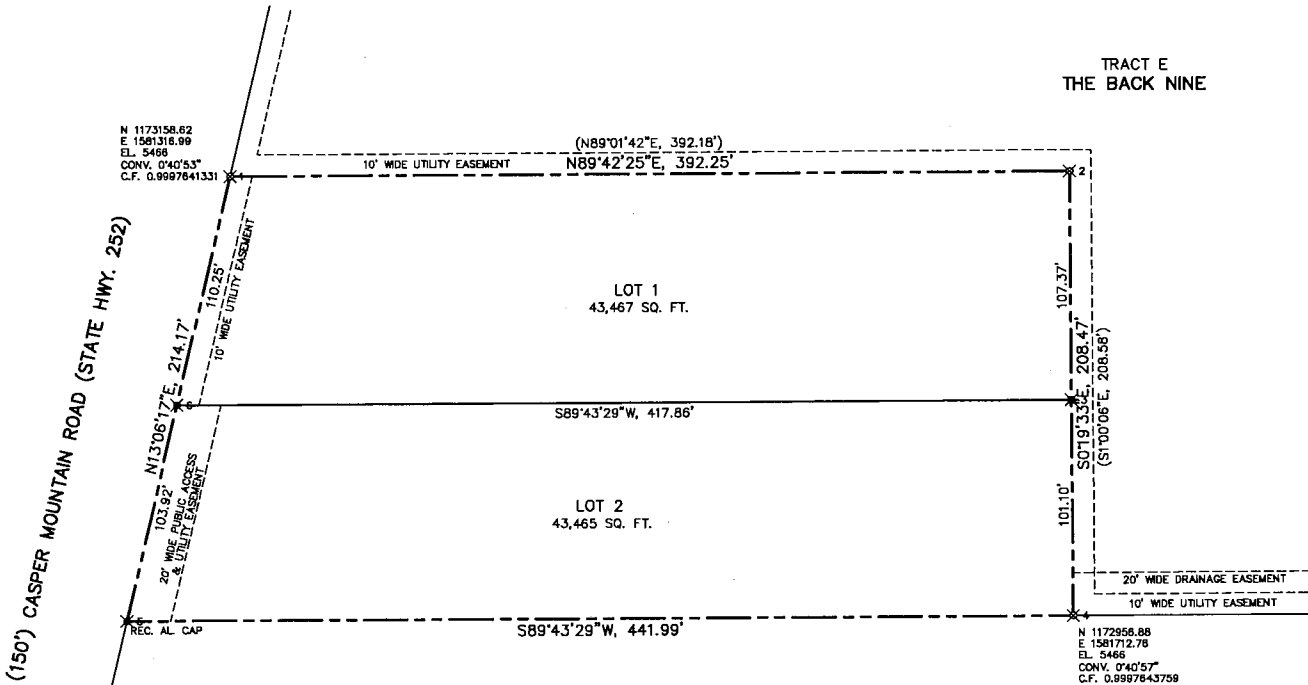
State of Wyoming)
County of Natrona) ss

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

Witness my hand and official seal.

My Commission Expires: _____

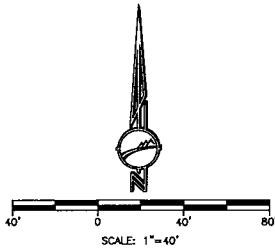
Notary Public



UNPLATTED

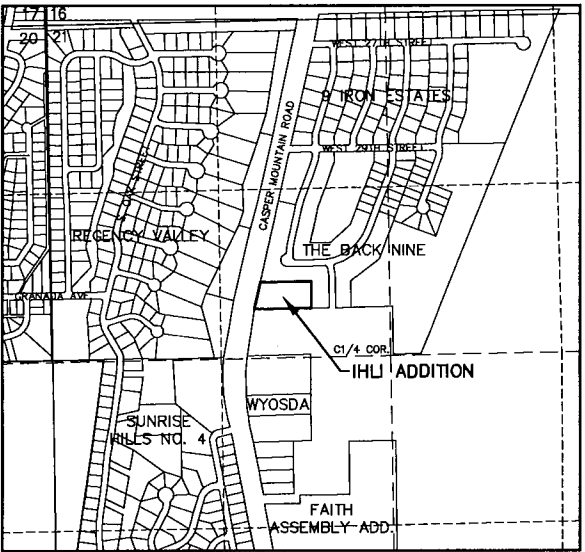
LEGEND

- RECOVERED BRASS CAP
- SET BRASS CAP
- SET 5/8" REBAR W/AL. CAP
- SUBDIVISION BOUNDARY
- EASEMENT
- N.64°32'30"E., 469.86' MEASURED BEARING & DISTANCE
- (N89°01'42"E., 392.18') RECORD BEARING & DISTANCE



PLAT CLOSURE RATIO; EXCEEDS 1:152,124

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



LOCATION & VICINITY MAP
SCALE: 1"=600'



ENGINEERING • SURVEYING
200 PRONGHORN, CASPER, WY. 82601
W.D. NO. 15546 DATE: 7-10-19 FILE NAME: IHLI ADDITION 15846

IHLI ADDITION SUBDIVISION AGREEMENT

This Subdivision Agreement ("Agreement") is made and entered into this _____ day of _____, 201_____, by and between the following parties:

1. The City of Casper of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601 ("City").
2. Troy Ihli, 5920 South Walnut Street, Casper, Wyoming 82601 ("Owner").

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

RECITALS

- A. Whenever the Public Services Director, City Engineer, Community Development Director, or other City official is mentioned in this Agreement, it shall be deemed to include their designees.
- B. Owner has applied to annex two (2) acres, more or less, and to plat said property as the Ihli Addition to the City of Casper.
- C. A plat of Ihli Addition ("Addition") has been prepared by the Owner, and approved by the City of Casper, and shall be signed and recorded at the Natrona County Clerk's Office concurrently with this Agreement.

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

SECTION 1 – INCORPORATION OF RECITALS

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

SECTION 2 - OBLIGATIONS OF OWNER

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

2.1 Surveying:

- a. All subdivision corners shall be marked with 3¼ brass caps. These caps shall show the name of the surveyor or company making the survey, and

the license number of the surveyor making the survey or certifying the survey. All PLSS corners shall be properly marked for identification as to the location as per Wyoming Statutes and Rules and Regulations of the Wyoming Board of Registration for Professional Engineers and Professional Land Surveyors, shall be referenced if subject to destruction, and again shall show the proper identification and license of the certifying surveyor. A corner record shall be recorded as per Wyoming Statutes and Rules and Regulations of the Wyoming Board of Registration for Professional Engineers and Professional Land Surveyors. A copy will be provided to the City upon recordation.

- b. Block and Lot corners, points of tangency (PT's) and points of curve (PC's) of all curves shall be marked by an iron pin not less than five-eighths (5/8) inches in diameter and not less than twenty-four (24) inches in length, with a brass or aluminum cap not less than 2 and one-half (2½) inches in diameter securely fastened to the top, unless otherwise impractical. These monuments will be set prior to the recording of the plat in the Office of the County Clerk unless approved by the City Surveyor.
- c. Said corners shall be in place for final inspection by the Public Services Director upon completion of the sidewalk (curbwalk), or curb and gutter.
- d. A digital copy of the Final Subdivision Plat shall be provided to the City, as required by the Casper Municipal Code ("Code"). No building permit shall be issued prior to the recording of the plat.

2.2 Construction Sequence:

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

2.3 Certification of Construction; Repair Obligations:

- a. All improvements shall be designed and inspected by a Wyoming registered professional engineer, who shall certify that the improvements, including, but not limited to, streets, curbs, gutter, sidewalks, paving, parkways, utility systems, storm sewers, street lighting, street signs and striping, etc., have been constructed in accordance with plans and specifications approved by the Public Services Director. The certification by the engineer and approval by the City shall be in writing. Approval of

the construction plans by the Public Services Director is required before a building permit will be issued by the City.

- b. The Owner shall maintain, repair, and replace all improvements that fail within the warranty period as provided by the Code. This obligation includes maintenance, repair or replacement for any cause during such period, including acts of subcontractors. In the event the Owner fails to maintain, repair, or replace said improvements, City shall have the right but not the obligation, at its option, to maintain, repair, or replace the same and Owner agrees to pay for any cost incurred thereby. Maintenance, repair, or replacement by the City does not relieve the Owner from its obligation under this paragraph and shall not be construed to be an acceptance of the improvements by the City.
- c. Upon issuance of a "letter of acceptance" by the Public Services Director pursuant to the Code, the City will assume ownership and the responsibility for the maintenance of the improvements. The Owner shall be responsible for the maintenance, repair and replacement of the improvements until the City issues its "letter of acceptance."

2.4 Underground Utilities and Street Lights:

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

2.5 Soils Analysis:

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

2.6 Erosion Control Program:

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

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

2.7 Retaining Walls and Fences:

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

2.8 Water and Sewer:

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

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

- e. The Owner, at its own cost, shall install sewer service lines, in accordance with Code specifications, to the property line so as to serve each lot or building site in the Addition.
- f. The Owner shall protect manhole covers and rings from damage in the course of constructing the line, and shall be solely responsible for repair or replacement to the Public Services Director's satisfaction. The Owner shall adjust such manhole rings and covers to finished grade. The Owner agrees to protect and save the City harmless from any loss or claim suffered by other sewer users to their real or personal property, and from personal injury or damages by reason of obstruction or damage to the sewer lines or any part thereof occasioned by present or future construction work on said Addition by the Owner. Said obligation shall continue until the sewer line and the system within the Addition is accepted by the Public Services Director by issuance of a "letter of acceptance." Provided, however, that acceptance of part of the system shall not relieve the Owner of the obligations herein imposed for the remaining improvements that have not been accepted within said Addition.
- g. Prior to the issuance of a building permit for any new structure, or prior to the issuance of a plumbing permit to connect existing buildings to the water and sewer systems, the then-existing water system investment charge (connection charge), sewer system investment charge (connection charge) and water meter charge shall be paid to the City. The Owner will also pay to the Central Wyoming Regional Water System Joint Powers Board the then current Regional Water System investment charge for each building to be served with water.
- h. All necessary water and sewer easements, in forms acceptable to the City, up to and through the subdivision shall be obtained by the Owner, which grant to the City the right of ingress and egress thereto for purposes of laying out, constructing, inspecting, maintaining and replacing water lines, sewer lines, its fire hydrants and other appurtenances.
- i. The Owner agrees to abide by all federal, state and local laws, rules and regulations regarding the use of its water and sewer facilities, and water and sewer service, including, but not limited to, the Federal Pretreatment Regulations and all the Code sections relating to industrial pretreatment.
- j. At such time as said water and/or sewer mains are installed by the Owner and a "letter of acceptance" is issued by the Public Services Director, the City shall pursuant to the Code, reimburse the Owner twice the difference in material cost between an eight (8) inch water and/or sewer main, or larger size if required by the development, and the required oversized main pursuant to the Code, as amended. Such reimbursement will be determined by the City based upon its most recent applicable material costs at the time of the Agreement execution. Reimbursement will only be based on oversizing of water and sewer mains larger

than the size required by system analysis and approved by the Public Services Director.

2.9 Easements for all Utilities, Bikeways and Pedestrian Pathways:

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

2.10 Street and Traffic Signs and Controls:

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

2.11 Security Requirements:

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

2.12 Record Drawings:

- a. Owner shall submit "as-built" record documents for paving, drainage, water and sewer to City prior to the issuance of the certificate of occupancy. Reproducible hard copy drawings shall be in the form of one (1) set of 4 mil Mylar, 24" x 36" labeled as "Record Drawings" and dated. Record Drawings shall also be provided on electronic media in Adobe (pdf) format and in AutoCAD format or other format specified by Owner. Record documents shall be submitted on CDs, or other media as directed by Owner, labeled as "Record Drawings" and include the project name, City of Casper project number and date.
- b. All digital files necessary for correct plotting of the final record drawings in the AutoCAD version, such as external references, pen assignments, images, etc. shall be provided. Any x-refs or other files that can be, shall be incorporated into the final drawings to minimize the manipulation necessary for plotting.

2.13 Completion of Infrastructure Improvements Prior to Certificate of Occupancy:

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

2.14 Other Costs in Separate Agreements:

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

2.15 Stormwater, Flooding and Letters of Map Revisions:

- a. Owner shall comply with and pay for all costs associated with any Stormwater Pollution Prevention Plan, Letter of Map Revision (LOMR), or other related requirements of Wyoming DEQ, Federal Emergency Management Agency (FEMA) or any other agency that has jurisdiction over the real property in impacted by this Agreement.
- b. Owner shall provide the City with copies of all Stormwater Pollution Prevention Plan elements as reviewed and approved by Wyoming DEQ; any LOMR, along with the necessary submittals to update flood mapping in accordance with FEMA requirements, and documentation of Base Flood Elevations.
- c. All requirements of this section shall be met prior to issuance of a permit to construct subdivision improvements.

2.16 Other Requirements:

- a. At such time as directed by the City, owner shall construct curb, gutter and sidewalk along the frontage of the Ihli Addition along Casper Mountain Road, or in the alternative, pay the City the then-current cost of constructing said improvements.

SECTION 3 - OBLIGATIONS OF CITY

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

SECTION 4 - REMEDIES

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

- a. Refuse to issue any building permits or certificates of occupancy to any person, including the Owner, or its heirs, successors, assigns and grantees.

- b. After written notice to the Owner of any public improvements which have not been completed or properly completed, and upon Owner's failure to cure the same within a reasonable period of time, the City may complete any and all of the public improvements required by this Agreement by itself or by contracting with a third party to do the same. In the event the City elects to complete said improvements, or contracts with a third party to do so, the Owner agrees to pay any and all costs resulting therefrom upon demand by the City.

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

SECTION 5 – GENERAL PROVISIONS

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

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

Troy Ihli
5920 South Walnut Street
Casper, Wyoming 82601

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

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

payment, completion and acceptance of the services and termination or completion of the Agreement.

- l. Copies: This Agreement may be executed in more than one copy, each copy of which shall serve as an original for all purposes, but all copies shall constitute but one and the same Agreement.
- m. Authority: Each individual executing this Agreement for and on behalf of their principals hereby state that they have the requisite power and authority to enter into this Agreement and to consummate the transactions contemplated and intended hereby. Owner further states that it is authorized to transact business in the State of Wyoming, properly registered and not delinquent with the Secretary of State.
- n. Term: At the time the Owner files for a permit to construct, the then applicable code provisions shall apply for the life of the permit or under an extension that is approved by the Public Services Director. If the Owner fails to file for a permit to construct at the time of platting, all applicable provisions of the Code that have changed since the execution of this Agreement shall be required of the Owner at the time of permit application, and the City at its sole discretion may require a new Subdivision Agreement and/or the replatting of property. Provided, however, Code amendments pertaining to the health and safety of the public shall be complied with by the Owner during the term of this Agreement, regardless of the validity of the permit to construct.

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

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Mayor

WITNESS:

OWNER

Troy Ihli

By: 

By: 

Printed Name: Brad Holwegner

Printed Name: Troy Ihli

Title: Project Manager

Title: Owner

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me on this _____ day of _____, 201____, by _____ as the Mayor of the City of Casper.

(Seal, if any)

(Signature of notarial officer)

Title (and Rank)

[My Commission Expires: _____]

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

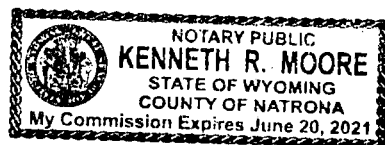
This instrument was acknowledged before me on this 20TH day of NOVEMBER, 2019, by Troy Ihli as the Owner of the Ihli Addition to the City of Casper.

(Seal, if any)

Kenneth R. Moore
(Signature of notarial officer)

NOTARY PUBLIC
Title (and Rank)

[My Commission Expires: JUNE 20, 2021]



ORDINANCE NO. 36-19

AN ORDINANCE APPROVING THE ANNEXATION, PLAT
AND SUBDIVISION AGREEMENT FOR THE IHLI
ADDITION TO THE CITY OF CASPER; AND ZONING SAID
ADDITION R-2 (ONE UNIT RESIDENTIAL)

WHEREAS, Troy Ihli has applied to annex and plat a 2.0-acre parcel located at 3503 Casper Mountain Road to create the Ihli Addition to the City of Casper, in a portion of the SE1/4NW1/4, Section 21, Township 33 North, Range 79 West, 6th P.M., Natrona County Wyoming; and,

WHEREAS, Mr. Ihli has applied for R-2 (One Unit Residential) zoning of said Ihli Addition; and,

WHEREAS, a petition requesting annexation has been signed by a majority of the landowners owning a majority of the area sought to be annexed, excluding public streets and alleys and tax exempt property, and said petition has been submitted to the City of Casper for approval pursuant to Section 15-1-403 of the Wyoming State Statutes, as amended; and,

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

WHEREAS, the City of Casper Planning and Zoning Commission recommended that the Council approve the annexation, the plat creating the Ihli Addition, and the zoning of the same as R-2 (One Unit Residential) following a public hearing on October 17, 2019.

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

SECTION 1:

The annexation of a 2.0-acre parcel located at 3503 Casper Mountain Road, as described above, is hereby approved and said area is included within the corporate limits of the City of Casper and all rights, privileges, and duties pertaining to such inclusion shall apply to said development and the inhabitants thereof.

SECTION 2:

The plat of the Ihli Addition to the City of Casper is hereby approved.

SECTION 3:

The Subdivision Agreement between the City of Casper and Troy Ihli is hereby approved, and the Mayor is hereby authorized, and directed to execute, and the City Clerk to attest, said Agreement.

SECTION 4:

The Ihli Addition is hereby zoned R-2 (One Unit Residential).

SECTION 5:

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

SECTION 6:

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

PASSED on 1st reading the 3rd day of December, 2011.

PASSED on 2nd reading the ____ day of _____, 2011.

PASSED, APPROVED, AND ADOPTED on 3rd and final reading the ____ day of _____, 2011.

APPROVED AS TO FORM:

Walter Tremel



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Mayor

December 3, 2019

MEMO TO: J. Carter Napier, City Manager 
FROM: Timothy Cortez, Parks and Recreation Director 
Carolyn Griffith, Recreation Manager
Blu McGrath, Recreation Supervisor
SUBJECT: Professional Services Contract-CIA Feasibility Study

Meeting Type & Date
Regular Council Meeting
December 17, 2019

Action type
Resolution

Recommendation
That Council, by resolution, enter into a Contract of Professional Services with 292 Design Group, Inc.

Summary
At the June 11, 2019 work session, Council approved a Market Feasibility Study for a Casper Ice/Multi-Sports Complex. A feasibility committee was formed with participation from City Council, City Parks and Recreation Department and interested User Groups. Through a request for proposal (RFP), the committee selected and recommends 292 Design Group, Inc. as a qualified consultant to complete the study.

Financial Considerations
The selected proposal from 292 Design Group, Inc. incurs costs of \$21,500. This amount will be paid directly to 292 Design Group, Inc. by Casper Amateur Hockey Club.

Oversight/Project Responsibility
Timothy Cortez, Parks and Recreation Director

Attachments
Contract for Professional Services
Resolution

CONTRACT FOR PROFESSIONAL SERVICES

PART I - AGREEMENT

This Contract for Professional Services ("Contract") is entered into on this 17th day of December, 2019, by and between the following parties:

1. The City of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601 ("City").
2. 292 Design Group, Inc., an architecture and consulting enterprise, 3533 East Lake Street, Minneapolis, Minnesota 55406 ("Consultant").

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

RECITALS

A. The City is undertaking a MARKET FEASIBILITY STUDY project for a CASPER ICE/MULTI-SPORT COMPLEX.

B. The project requires professional services for a market, financial and economic study and report of the Casper area and surrounding states region.

C. The Consultant represents that it is ready, willing, and able to provide the professional services to City as required by this Contract.

D. The City desires to retain the Consultant for such services.

NOW, THEREFORE, in consideration of the covenants and conditions set forth herein to be performed, the parties agree as follows:

1. SCOPE OF SERVICES:

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

A. Market analysis—local and regional

1. Define the geographical area impacted by Casper's current and proposed facilities and the competitive advantages and disadvantages of the proposed complex's location within the market.
2. Conduct a comparative assessment of current Casper sports and indoor recreation facilities.
3. Conduct a competitive review comparing local and regional events and tournaments versus current and future opportunities.

B. Socioeconomic analysis

1. Develop a 5-year, profile of the local/regional population and economic trends and the relative impacts on recreation facility use, sports participation and local economy.

C. Community Engagement

1. Conduct community meetings and interviews with stakeholders, user groups and general public to assess the demand for the proposed complex.
2. Identify the needs of the athletics/community in regard to athletic offerings and recreation facilities.
3. Identify saturation points and gaps in facilities and offerings.
4. Identify and connect private and public funding sources with strategies that combine the resources for optimum project value including, but not limited to:
 - a. Sports/special interest groups;
 - b. Economic development related groups;
 - c. Sports tourism groups;
 - d. Key City officials and local partner boards and groups; and
 - e. School district and higher education athletic directors;
5. Conduct workshop(s) with City staff and community to present findings and gather additional input for final report.

D. Building Project Assessment

1. Assess the proposed complex's concept drawings and amenities scope with regard to the study's findings.
2. Identify and prioritize construction phases, environmental opportunities (LEED), sustainable construction materials and practices.
3. Identify and recommend internal amenities and design features.

E. Operational, Financial, Economic Analysis

1. Identify and develop strategic enterprise revenue resources such as individuals, user groups, community partners and outside resources.
2. Identify and develop ways to expand and improve community partnerships.
3. Conduct a comparative review of our cost recovery plan.
4. Identify and develop detailed revenue projections and a base fee structure for daily, monthly and annual facility use along with current programming and opportunities using the proposed complex.
5. Develop projections for impact on the local economy using current facilities along with the proposed complex.
6. Develop detailed estimates for annual costs of operating the complex in conjunction with current operating facilities—Casper Ice Arena. Compare this with the same for a similarly proposed stand-alone complex.

F. Final Report and Deliverables:

1. Kick-off Meeting;
2. Bi-monthly conference calls or meetings with City staff and specified stakeholders;
3. Develop three (3) concept plans to address needs and market potential based on financial viability, market need and public input;

4. Draft a report of Market Analysis, Competitive Market Analysis, Building Project Assessment and Operational, Financial, Economic Analysis for committee review and input;
5. Presentation of findings to staff, City Council and Key Stakeholders; and
6. Final written report including five (5) hard copies and one digital PDF file.

2. TIME OF PERFORMANCE:

The services of the Consultant shall be undertaken and completed on or before the 5th day of March, 2020.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Consultant shall be compensated for services performed in accordance with paragraph 1, not to exceed a lump sum of Twenty-One Thousand Five Hundred Dollars (\$21,500).

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.

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

Walker Tremel

ATTEST

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Charles Powell
Mayor

WITNESS

CONSULTANT
292 Design Group, Inc.

By: Megan Connex

Printed Name: Megan Connex

Title: Project Manager

By: J. Betti

Printed Name: Jan Betti

Title: Partner

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:

This Contract shall be governed by the laws of the State of Wyoming. The Consultant shall also comply with all applicable laws, ordinances, and codes of the 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. 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 Hundred Fifty Thousand Dollars (\$250,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Five Hundred Thousand Dollars (\$500,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location.

C. *Higher Limits.* If the Consultant maintains higher limits than required under this Agreement, then the City shall be entitled to coverage for 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 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 insurance as respects the City, its officers, elected and appointed officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the City, its officers, elected and appointed officials, employees, agents or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

3. *Notice of Cancellation*

Each insurance policy required above shall state that coverage shall not be canceled, materially changed, or reduced, except with notice to the City. Such notice to the City shall be provided in a commercially reasonable time.

4. *Waiver of Subrogation*

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 three (3) 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 *three (3) 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 and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the 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.

RESOLUTION NO.19-240

A RESOLUTION ESTABLISHING A CONTRACT BETWEEN
292 DESIGN GROUP AND THE CITY OF CASPER FOR A
MARKET FEASIBILITY STUDY PROJECT FOR A CASPER
ICE/MULTI SPORT COMPLEX.

WHEREAS, the City is undertaking a market feasibility study project for a Casper ice/multi-sport complex; and,

WHEREAS, the project requires professional services for a market, financial and economic study and report of the Casper area and surrounding states region; and,

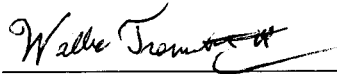
WHEREAS, the Consultant represents that it is ready, willing, and able to provide the professional services to City as required by this Contract; and,

WHEREAS, the City desires to retain the Consultant for such 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 between 292 Design Group and the City of Casper.

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2019.

APPROVED AS TO FORM:




ATTEST:


CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Charles Powell
Mayor

November 26, 2019

MEMO TO: J. Carter Napier, City Manager 

FROM: Andrew Beamer, P.E., Public Services Director 

SUBJECT: Authorizing a Utility Adjustment Agreement with the Wyoming Department of Transportation for the Relocation of a Sanitary Sewer Main for the Interstate 25 & Casper Marginal Sewer Main Relocation Project, No. 18-044

Meeting Type & Date

Regular Council Meeting
December 17, 2019

Action Type

Resolution

Recommendation:

That Council, by resolution, authorize a Utility Adjustment Agreement with the Wyoming Department of Transportation (WYDOT) for the relocation of a sanitary sewer main for the Interstate 25 & Casper Marginal Sewer Main Relocation Project, No. 18-044.

Summary:

WYDOT is preparing to reconstruct the Interstate 25 & Casper Marginal. This project involves the removal of the large interstate bridge structure from Curtis Street to Walsh Drive that is no longer necessary due to the removal of the railroad

The City owns a sanitary sewer main in Walsh Drive and along the City's rails-to-trails corridor that is in conflict with the proposed improvements. WYDOT has agreed to relocate this sewer main at their cost as part of the construction project. Under the terms of the utility adjustment agreement with WYDOT, WYDOT will acquire all necessary construction permits and easements necessary to complete the work and provide engineering services during construction. WYDOT will also reimburse the City for outside consultant engineering costs incurred as part of the project.

Financial Considerations

WYDOT will relocate the sanitary sewer main at their cost. No costs will be incurred by the City to relocate the sanitary sewer main.

Oversight/Project Responsibility

Andrew Beamer, Public Services Director

Attachments

Resolution
Utility Adjustment Agreement

**UTILITY ADJUSTMENT AGREEMENT
BETWEEN THE
WYOMING DEPARTMENT OF TRANSPORTATION
AND THE
CITY OF CASPER**

Project: I254160
Road Name: Casper Marginal
Section: I-25 over Walsh Drive
County: Natrona

1. **Parties.** The parties to this Utility Adjustment Agreement (Agreement) are the Wyoming Department of Transportation (WYDOT) whose address is 5300 Bishop Blvd., Cheyenne, Wyoming 82009, and the City of Casper (City) whose address is 200 N. David Street, Casper, Wyoming 82601.
2. **Purpose of Agreement.** The purpose of this Agreement is to set forth the terms and conditions by which the City and WYDOT desire to participate in the construction of 12" sanitary sewer system which is federally funded and administered by WYDOT. The City has heretofore designated the location as shown on the attached Location Map, dated October 2, 2019, marked Exhibit "A", which is attached to and incorporated into this Agreement by this reference. WYDOT, the City, and the traveling public shall derive a benefit and advantage by reason of having the sanitary sewer system constructed.
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 the completion of the project. All services shall be completed during this term.
4. **Participation of Project Costs:**
 - A. WYDOT agrees to reimburse the City for the actual expenses incurred for the engineering costs as shown on Exhibit "B", for the 12" sanitary sewer system realignment only, which is attached to and incorporated into this Agreement by this reference.
 - B. The costs shown on the Exhibit "B" are estimates only and WYDOT understands that the final costs may be higher or lower.
 - C. Payment shall be made in forty-five (45) days after submission of itemized invoice pursuant to Wyo. Stat. § 16-6-602 for the construction of the sanitary sewer system mentioned above.

5. Responsibilities of the Parties and General Conditions of Preliminary Engineering, Right-of-way Acquisition, Utility Adjustments, Letting, Construction Engineering, Construction and Maintenance.

- A. The City, or an engineering consultant selected by the City, shall conduct preliminary survey work, engineering investigations, environmental and right-of-way studies and shall develop final design plans and estimates necessary to construct the sanitary sewer system for this project.
- B. The City, or an engineering consultant selected by the City, shall acquire all necessary construction permits and permanent easements necessary to construct the sanitary sewer system shown on Exhibit "A". The City shall keep easements across private property in force for perpetuity.
- C. Construction engineering for this project shall be performed by and under the immediate direction, control and supervision of WYDOT or its consultant in accordance with the plans and specifications.
- D. The City shall submit a letter to WYDOT designating a qualified project representative, at no cost to WYDOT, capable of making timely decisions and authorized to sign documents concerning the construction of the project.
- E. The City agrees to make all arrangements for the adjustment and/or relocation of utilities in conflict with this project. Arrangements will be made by separate agreement(s) with the affected utility owner(s) not covered by this Agreement.
- F. Upon completion and acceptance of this project, the City shall maintain, at its sole expense, all features constructed under this Agreement. Maintenance shall include all repairs necessary to keep the improvement in its functional constructed condition.
- G. Upon completion and acceptance of the project by WYDOT and the City, the City shall return, within thirty (30) days of WYDOT Resident Engineer's request, WYDOT's Acceptance Certificate, or any other required WYDOT documents. Once this Acceptance Certificate has been completed, all National Pollutant Discharge Elimination System (NPDES) General Permits related to the project will be transferred to the City. The City shall then be responsible for all storm water runoff on the project and storm water monitoring until a Notice of Termination (NOT) can be submitted for the project by the City. In the event petroleum contaminated soil or water is encountered on this project, the required work associated with mitigation of the contamination will become part of this project.

6. **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 City shall not use this Agreement, or any portion thereof, for collateral for any financial obligation without the prior written permission of WYDOT.
- D. **Audit and Access to Records.** WYDOT and its representatives shall have access to any books, documents, papers, electronic data, and records of the City which are pertinent to this Agreement.
- E. **Award of Related Contracts.** WYDOT may award supplemental or successor contracts for work related to this Agreement or may award contracts to other contractors for work related to this Agreement. The City shall cooperate fully with other contractors and WYDOT in all such cases.
- F. **Compliance with Laws.** The City shall keep informed of and comply with all applicable federal, state, and local laws and regulations, and all federal grant requirements and executive orders in the performance of this Agreement.
- G. **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 City in the performance of this Agreement shall be kept confidential by the City unless written permission is granted by WYDOT for its release. If and when the City receives a request for information subject to this Agreement, the City shall notify WYDOT within ten (10) days of such request and shall not release such information to a third party unless directed to do so by WYDOT.
- H. **Entirety of Agreement.** This Agreement, consisting of eight (8) pages; Exhibit A, Location Map, consisting of one (1) page; Exhibit B, Summary of Project Costs, consisting of one (1) page, represent the entire and integrated Agreement between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict or inconsistency

between the language of this Agreement and the language of any attachment or document incorporated by reference, the language of this Agreement shall control.

- I. **Ethics.** The City shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, *et seq.*) and any and all ethical standards governing the City's profession.
- J. **Extensions.** Nothing in this Agreement shall be interpreted or deemed to create an expectation that this Agreement will be extended beyond the term described herein.
- K. **Force Majeure.** Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.
- L. **Indemnification.** Each party to this Agreement shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other.
- M. **Independent Contractor.** The City 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 City shall be free from control or direction over the details of the performance of services under this Agreement. The City shall assume sole responsibility for any debts or liabilities that may be incurred by the City 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 City or its agents or employees to act as an agent or representative for or on behalf of the State of Wyoming or WYDOT or to incur any obligation of any kind on the behalf of the State of Wyoming or WYDOT. The City 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 City or the City's agents or employees as a result of this Agreement.
- N. **Nondiscrimination.** The City shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105 *et seq.*), the Americans with Disabilities Act (ADA), 42 U.S.C. 12101, *et seq.* and the Age Discrimination Act of 1975 and any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin or disability in connection with the performance under this Agreement.

- 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. Ownership and Return of Documents and Information.** WYDOT is the official custodian and owns all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the City in the performance of this Agreement. Upon termination of services, for any reason, the City agrees to return all such original and derivative information and documents to WYDOT in a useable format. In the case of electronic transmission, such transmission shall be secured. The return of information by any other means shall be by a parcel service that utilizes tracking numbers. Upon WYDOT's verified receipt of such information, the City agrees to physically and electronically destroy any residual WYDOT-owned data, regardless of format, and any other storage media or areas containing such information. The City agrees to provide written notice to WYDOT confirming the destruction of any such residual WYDOT-owned data.
- Q. Patent or Copyright Protection.** The City 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 City or its subcontractors will violate any such restriction. The City shall defend and indemnify WYDOT for any infringement or alleged infringement of such patent, trademark, copyright, license, or other restrictions.
- R. Prior Approval.** This Agreement shall not be binding upon either party, no services shall be performed, and the Wyoming State Auditor shall not draw warrants for payment, until this Agreement has been fully executed, approved as to form by the Office of the Attorney General, filed with and approved by A&I Procurement, and approved by the Governor of the State of Wyoming, or his designee, if required by Wyo. Stat. § 9-2-1016(b)(iv).
- S. Insurance Requirements.** The City is protected by the Wyoming Governmental Claims Act, Wyo. Stat. § 1-39-101, *et seq.*, and certifies that it is a member 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 verifying its participation in the WARM or LGLP to WYDOT.
- T. 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 City, shall identify WYDOT as the sponsoring agency and shall not be released without prior written approval from WYDOT.
- U. Severability.** Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.

- V. **Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and WYDOT expressly reserve sovereign immunity by entering into this Agreement and the City 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.
- W. **Taxes.** The City 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.
- X. **Termination of Agreement.** This Agreement may be terminated, without cause, by WYDOT upon thirty (30) days written notice. This Agreement may be terminated by WYDOT immediately for cause if the City fails to perform in accordance with the terms of this Agreement.
- Y. **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.
- Z. **Time is of the Essence.** Time is of the essence in all provisions of this Agreement.
- AA. **Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Agreement.
- BB. **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.
- CC. **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 City 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 WYDOT.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK

10. **Signatures.** The parties to this Agreement, either personally or through their duly authorized representatives, have executed this Agreement on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Agreement.

The Effective Date of this Agreement is the date of the signature last affixed to this page.

APPROVED AS TO FORM (CITY ATTORNEY'S OFFICE)



Wallace Trembath, Deputy City Attorney

UTILITY

Charles Powell, Mayor

Date

ATTEST

Fleur D. Tremel, City Clerk

Date

AGENCY

Shelby G. Carlson, P.E., Chief Engineer, Wyoming Dept of Transportation

Date

ATTEST:
(Seal)

BY: _____

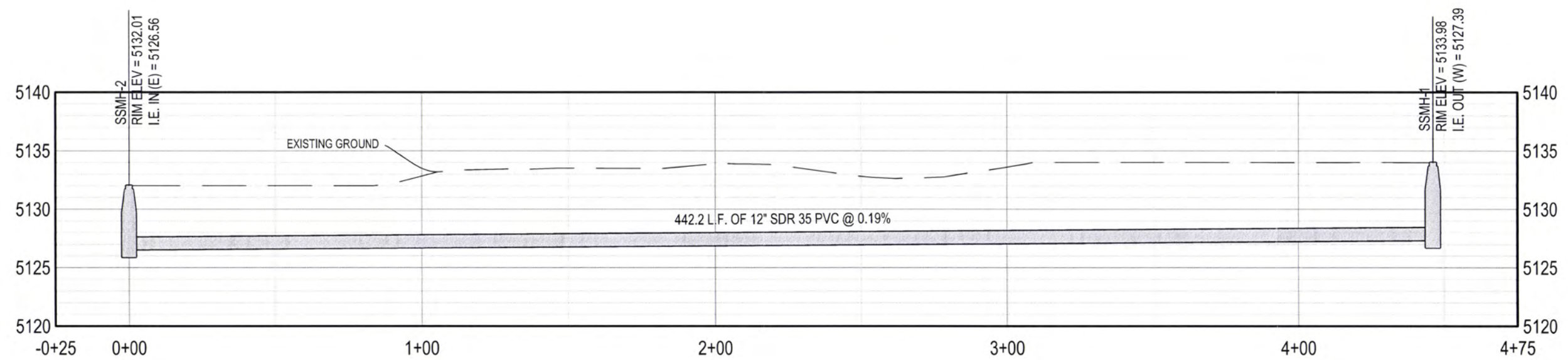
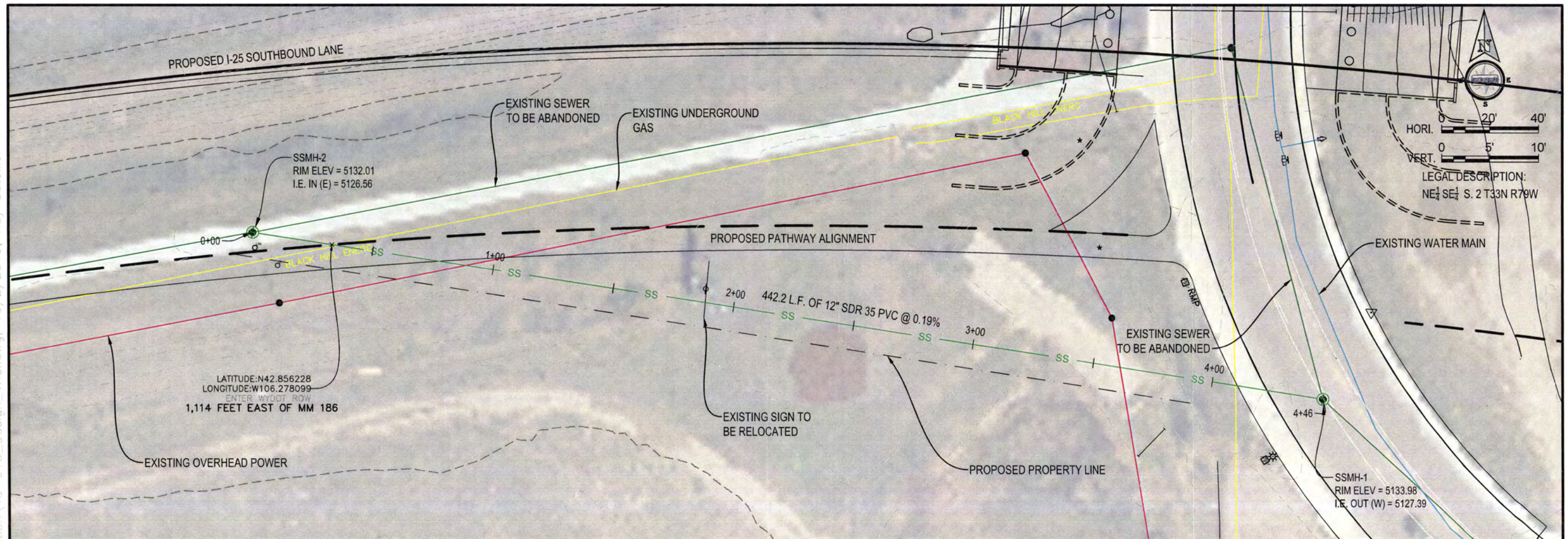
Sandra J. Scott, Secretary, Transportation Commission of Wyoming

Approved as to form by:

Alysia Goldman, Assistant Attorney General, State of Wyoming

Date

M:\Land 2019\Engineering\19-015 I-25 and Walsh Dr Beautification\19-015_Design_Trial.dwg, 10/2/2019, Ray Catellier



Designed By: RJC Date: 2019-10-02 Checked By: RJC Date: 2019-10-02

EXHIBIT "A"
12-INCH SEWER STA 0+00
TO END

I-25 Walsh Overpass Utility Realignment
12" Sanitary Sewer Realignment Cost Estimate

Construction Costs				
Description	Quantity	Unit	Unit Cost	Total
Mobilization and Bonds	LS	1	\$6,000.00	\$ 6,000.00
Demolition	LS	1	\$7,000.00	\$ 7,000.00
12" SDR35 Sanitary Sewer Main	LF	450	\$66.00	\$ 29,700.00
48" Sanitary Sewer Manholes	EA	2	\$4,620.00	\$ 9,240.00
Asphalt Repairs	SY	100	\$37.40	\$ 3,740.00
Curbswalk	LF	40	\$50.60	\$ 2,024.00
Select Backfill	CY	150	\$33.00	\$ 4,950.00
Foundation Material	CY	75	\$27.50	\$ 2,062.50
Force Account	FA	10,000	\$1.00	\$ 10,000.00
Construction Cost Subtotal No. 1			\$	74,710.00
Engineering Design, Specifications & Permitting			\$	7,470.00
Engineering Services During Construction (10%)			\$	7,470.00
Construction Cost Subtotal No. 2			\$	89,650.00
Contingency (10% of CCS No. 2)				\$8,960.00
TOTAL PROJECT COST				\$98,610.00

RESOLUTION NO.19-241

A RESOLUTION AUTHORIZING A UTILITY ADJUSTMENT AGREEMENT WITH THE WYOMING DEPARTMENT OF TRANSPORTATION FOR THE INTERSTATE 25 & CASPER MARGINAL SEWER MAIN RELOCATION PROJECT.

WHEREAS, the City of Casper desires to enter into a Utility Adjustment Agreement with the Wyoming Department of Transportation for construction and consultant services associated with the Interstate 25 & Casper Marginal Sewer Main Relocation, Project No. 18-044, State Project I254160; and,

WHEREAS, the Wyoming Department of Transportation is able and willing to provide those services and has agreed to relocate the sewer main at their cost.

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 Utility Adjustment Agreement with the Wyoming Department of Transportation for the Interstate 25 & Casper Marginal Sewer Main Relocation Project.

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2019.

APPROVED AS TO FORM:




ATTEST:


CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Charles Powell
Mayor

November 27, 2019

MEMO TO: J. Carter Napier, City Manager 

FROM: Andrew Beamer, P.E., Public Services Director 
Ethan Yonker, P.E., Associate Engineer

SUBJECT: Accepting a Right-of-Way Easement from James L. Allison, as part of the Midwest Avenue Reconstruction from Elm Street to Walnut Street, Project No. 18-066.

Meeting Type & Date
Regular Council Meeting
December 17, 2019

Action type
Resolution

Recommendation

That Council, by resolution, accept a 102.8 square foot right-of-way easement from James L. Allison, as part of the Midwest Avenue Reconstruction from Elm Street to Walnut Street, Project No. 18-066.

Summary

The design of the Midwest Avenue Reconstruction from Elm Street to Walnut Street is nearing completion. During design, it was found that an easement from James L. Allison would be required at the intersection of Midwest Avenue and Oak Street to allow for lane widths, turning radii, and on street parking to remain uniform throughout the project.

The easement and legal descriptions have been prepared by WWC Engineering and have been approved by James L. Allison.

Financial Considerations

There are no financial considerations for this easement.

Oversight/Project Responsibility

WWC Engineering
Ethan Yonker, P.E., Associate Engineer, Public Services Department

Attachments

Resolution
Easement

RIGHT-OF-WAY EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS:

That for and in consideration of the sum of Ten (\$10.00) Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, the parties agree as follows:

1. James L. Allison, whose address is 3610 Brookview Drive, Casper, Wyoming 82604 (herein referred to as "Grantor"), HEREBY GRANTS to the City of Casper, Wyoming, a Municipal Corporation, whose principal offices are located at 200 North David Street, Casper, Wyoming, 82601 (herein referred to as "Grantee"), a perpetual easement for the construction, maintenance, repair, replacement, and removal of undergrounds utilities, roadways, sidewalks, curbs & gutters, lighting, and street furniture, (hereinafter referred to as the "Facilities") over, across and under the real property located within the County of Natrona, Wyoming and legally described and depicted on EXHIBIT "A", attached hereto and hereinafter referred to as the Easement Property. Grantor also grants the right of access on and along the Easement Property for any and all purposes necessary for laying out, constructing, inspecting, maintaining, and replacing the Facilities located on the Easement Property.

2. Grantee 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 Grantee hereby specifically reserves the right to assert any and all rights, immunities, and defenses it may have pursuant to the Wyoming Governmental Claims Act.

3. This Instrument, and any subsequent amendments, shall be recorded in the real property records of the Clerk and Recorder of Natrona County, Wyoming.

4. All provisions of this Instrument, including the benefits and burdens, are appurtenant to and run with the real property and are binding upon and inure to the benefit of the successors and assigns of the parties hereto.

Dated this 17th day of December, 2019.

APPROVED AS TO FORM:

Wallace Tremel

GRANTOR:

By:

James L. Allison

CITY OF CASPER:

By:

Charles Powell
Mayor

Attest:

By:

Fleur D. Tremel
City Clerk

STATE OF WYOMING)
)ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me on this _____ day of _____, 2019, by Charles Powell as the Mayor of the City of Casper.

(Seal, if any)

(Signature of notarial officer)

[My Commission Expires: _____]

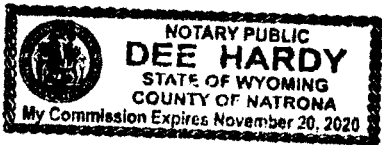
STATE OF WYOMING)
)ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me on this 18th day of November, 2019, by James L. Allison, Grantor.

(Seal, if any)

Dee Hardy
(Signature of notarial officer)

[My Commission Expires: 11/20/20]



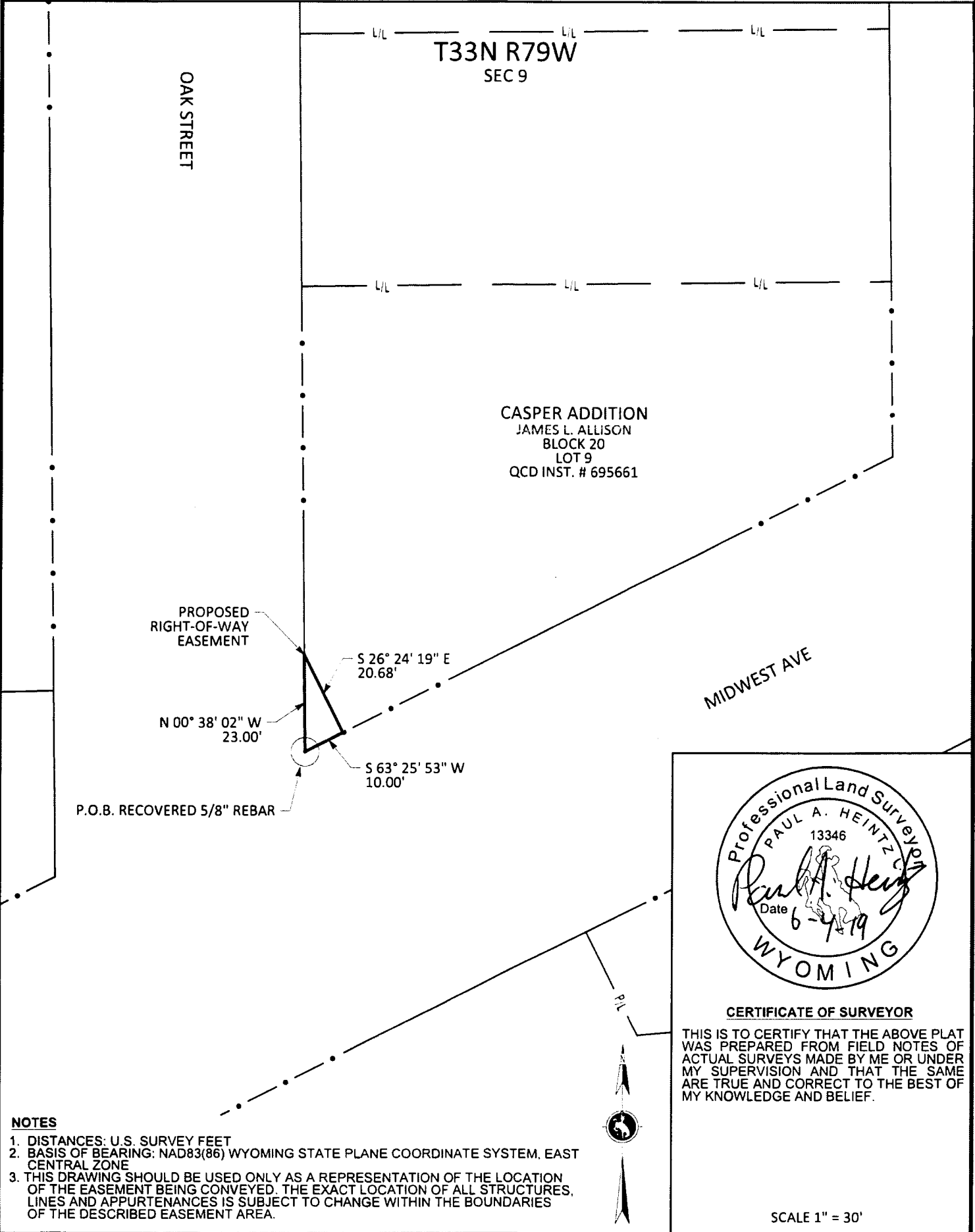
LEGAL DESCRIPTION:

A parcel of land being a portion of Lot 9, Block 20, City of Casper, Wyoming as recorded in the Office of County Clerk of Natrona County Book 1, Page 404 and also being a portion of the NE1/4NW1/4 of Section 9, Township 33 North, Range 79 West of the Sixth Principal Meridian, Natrona County, Wyoming, said parcel being more particularly described by metes and bounds as follows:

Beginning at the rebar at the southwest corner of said Lot 9, said point also being the intersection of the east line of Oak Street and northwesterly line of Midwest Avenue; thence along east line of Oak Street, N 00° 38' 02" W, 23.00 feet to a point; thence S 26° 24' 19" E, 20.68 feet, more or less, to a point in the northwesterly line of Midwest Avenue; thence along the northwest line of Midwest Avenue, S 63° 25' 53" W, 10.00 feet to the Point of Beginning and containing 102.8 square feet, more or less.

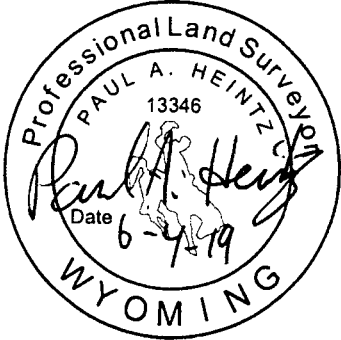
LEGEND:

— L/L — LOT LINE - • - ROW LINE — PROPOSED EASEMENT LINE



NOTES

- 1. DISTANCES: U.S. SURVEY FEET
- 2. BASIS OF BEARING: NAD83(86) WYOMING STATE PLANE COORDINATE SYSTEM, EAST CENTRAL ZONE
- 3. THIS DRAWING SHOULD BE USED ONLY AS A REPRESENTATION OF THE LOCATION OF THE EASEMENT BEING CONVEYED. THE EXACT LOCATION OF ALL STRUCTURES, LINES AND APPURTENANCES IS SUBJECT TO CHANGE WITHIN THE BOUNDARIES OF THE DESCRIBED EASEMENT AREA.



CERTIFICATE OF SURVEYOR

THIS IS TO CERTIFY THAT THE ABOVE PLAT WAS PREPARED FROM FIELD NOTES OF ACTUAL SURVEYS MADE BY ME OR UNDER MY SUPERVISION AND THAT THE SAME ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

SCALE 1" = 30'

DRAWING SHEET EASMT-1	MIDWEST AVENUE RECONSTRUCTION EASEMENT DETAIL JAMES L. ALLISON	DRAWN DATE: 5-30-19 BY: LAL	CITY OF CASPER	WWC ENGINEERING 5800 INTERSTATE DR., STE 400, CASPER, WY 82409 (307) 428-7707	COPYRIGHT 2015 WWC ENGINEERING, HEREBY RESERVES OUR COMMON LAW COPYRIGHT IN THIS DOCUMENT AND THE IDEAS AND DESIGNS INCORPORATED HEREIN AS AN INSTRUMENT OF PROFESSIONAL SERVICE WHICH SHALL NOT BE USED IN WHOLE OR PART FOR ANY PROJECT OR OTHER USE WITHOUT OUR EXPRESS WRITTEN AUTHORIZATION.
		REVISED			

RESOLUTION NO.19-242

A RESOLUTION ACCEPTING A RIGHT-OF-WAY EASEMENT FROM JAMES L. ALLISON FOR THE MIDWEST AVENUE RECONSTRUCTION FROM ELM STREET TO WALNUT STREET PROJECT.

WHEREAS, the City of Casper is reconstructing the portion of Midwest Avenue from Elm Street to Walnut Street; and,

WHEREAS, approval of a 102.8 square foot easement with James L. Allison will allow for proper turning radii and on street parking at the intersection of Oak Street and Midwest Avenue; and,

WHEREAS, the easement with James L. Allison does not require compensation.

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 102.8 square foot easement with James L. Allison for the Midwest Avenue Reconstruction from Elm Street to Walnut Street Project, and specifically subject to the conditions set forth therein.

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2019.

APPROVED AS TO FORM:




ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Charles Powell
Mayor

December 4, 2019

MEMO TO: J. Carter Napier, City Manager 

FROM: Andrew Beamer, P.E., Public Services Director
Terry Cottenoir, Engineering Technician

SUBJECT: Authorizing an Agreement with Wired Electric in the Amount of \$176,622.00, for the Casper Events Center Roof Arena Floor Lighting Upgrades.

Meeting Type & Date
Regular Council Meeting
December 17, 2019

Action type
Resolution

Recommendation

That Council, by resolution, authorize an agreement with Wired Electric in the amount of \$176,622.00, for the Casper Events Center Arena Floor Lighting Upgrades, Project No. 19-014. Furthermore, it is recommended that Council authorize a construction contingency account, in the amount of \$9,000.00, for a total project amount of \$185,622.00.

Summary

On Tuesday, November 19, 2019, six (6) bids were received for the Casper Events Center Arena Floor Lighting Upgrades, Project No. 19-014. The base bids received for this work are as follows:

<u>CONTRACTOR</u>	<u>BUSINESS LOCATION</u>	<u>BID AMOUNT</u>
Wired Electric	Casper, WY	\$142,093.00
Envision Electric	Casper, WY	\$158,212.00
Casper Electric	Casper, WY	\$158,900.00
Modern Electric	Casper, WY	\$162,568.00
Anchor Electric	Casper, WY	\$164,194.00
Sprecher Electric	Casper, WY	\$182,500.00

The base bid for the project includes the removal and replacement of the existing metal halide lighting fixtures with energy efficient LED lighting fixtures. The LED lighting fixture will provide better lighting for events on the arena floor as well as providing energy savings over the existing lighting fixtures. The base bid estimate prepared by the City's consultant, West Plains Engineering (WPE), was \$134,500.00.

Included in the bid package was one alternate. The alternate was to provide wireless controls to the new LED fixtures to allow the Casper Events Center staff more control over the fixtures which in turn allows for more energy savings. Wired Electric provided a cost of \$34,529.00 for

this alternate. This alternate is recommended by WPE and City staff, which accounts for the difference between the base bid and the recommended contract amount. Work is scheduled to be completed by March 27, 2020.

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).

Financial Considerations

Funding will be from the Budgeted Current Revenue of the Perpetual Care Fund allocated to the Casper Events Center LED Lighting in the amount of \$82,184.00. The remaining \$103,438.00 will be from Budgeted Current Revenue of the One Cent #15 Optional Sales Tax fund allocated to the Marion Kreiner Pool Liner, which was not utilized for that project.

Oversight/Project Responsibility

Terry Cottenoir, Engineering Technician, Public Services Department.

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 Wired Electric, 3741 Aspen Place, Casper, Wyoming 82604, hereinafter referred to as the "Contractor."

WHEREAS, the City of Casper desires to remove and replace the existing arena floor lighting with LED lighting with wireless controls at the Casper Events Center; and,

WHEREAS, Wired Electric is able and willing to provide those services specified as the Casper Events Center Arena Floor Lighting Upgrades, Project No. 19-014.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract Documents for the Casper Events Center Arena Floor Lighting Upgrades, Project No. 19-014, hereinafter referred to as the "Work."

ARTICLE 2. ENGINEER.

The Project has been designed by West Plains Engineering, 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 **March 27, 2020**, and completed and ready for final payment in accordance with Article 14 of the General Conditions by **April 10, 2020**.
- 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 Five Hundred Dollars (\$500.00) 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 Two Hundred Dollars (\$200.00) 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.

In consideration of the performance of the work in accordance with the Contract documents for this Unit Price Contract, Owner shall pay Contractor in current funds a not-to-exceed total contract price of One Hundred Seventy-Six Thousand Six Hundred Twenty-Two Dollars (\$176,622.00), subject to additions and deductions by Change Order approved by the Owner. The contract fee shall be based on materials actually furnished and installed and services actually provided based on the unit prices contained in the Bid Form, included as Exhibit "A" (pages BF-1 through BF-4, Bid Form) and Itemized Bid Schedule, included as Exhibit "B" (page BS-1, Bid Schedule) and by this reference made a part of this Agreement.

ARTICLE 5. PAYMENT PROCEDURES.

Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed through the Engineer as provided in the General Conditions.

- 5.1 Progress Payments. Contractor's Applications for Payment, as recommended by Engineer, shall be submitted to City Engineering Staff on or before the 25th day of each month during construction, and Owner shall mail progress payments in the following month one day after the second monthly meeting of the Casper City Council. Progress payments shall be structured as provided below. All progress payments will be on the basis of the progress of the Work measured by the Schedule of Values provided for in Paragraph 14.1 of the General Conditions, subject to the cutoff and submittal dates provided in the General Provisions.
 - 5.1.1 Prior to payment of fifty percent (50%) of Total Contract Price, progress payments will be made in an amount equal to ninety percent (90%) of the Work completed, and ninety (90%) of Invoice Cost of materials and equipment not incorporated in the Work but delivered and suitably stored, less in each case the aggregate of payments previously made.
 - 5.1.2 After payment of fifty percent (50%) of Total Contract Price has been made, Owner shall withhold such amounts necessary so the total retainage is equal to five percent (5%) of the Total Contract Price.
 - 5.1.3 In the event the Contractor makes only one application for payment upon substantially completing the Work, 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 5.2, Final Payment.

5.1.4 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 Final Payment. Upon final completion and acceptance of the Work in accordance with Article 14 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 Twenty-Five Thousand Dollars (\$25,000.00) 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-6, inclusive).
- 8.2 Joint Account Agreement or Letter of Forfeiture waiving same.
- 8.3 Exhibit "A" - Bid Form (Pages BF-1 to BF-4, inclusive).
- 8.4 Exhibit "B" - Bid Schedule (Page BS-1, inclusive).
- 8.5 Addenda No. (1).
- 8.6 Performance and Labor and Payment Bonds.
- 8.7 Certificates of Insurance, of Workers' Compensation Coverage, and of Unemployment Insurance Coverage.
- 8.8 General Conditions (Pages 00700-1 to 00700-42, inclusive).
- 8.9 Supplementary Conditions (Pages SC-1 to SC-16, inclusive).
- 8.10 Technical Specifications, consisting of twenty-one (21) 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:

Casper Events Center Arena Floor Lighting Upgrades, Project No. 19-014
- 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.

(This space intentionally left blank)

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 17th day of December, 2019.

APPROVED AS TO FORM:

Wallace Tremel

CONTRACTOR:

WITNESS:

Wired Electric

By: _____

By: _____

Title: _____

Title: _____

ATTEST:

OWNER:
CITY OF CASPER, WYOMING
A Municipal Corporation

By: _____

By: _____

Fleur D. Tremel

Charles Powell

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: \$ 142,093

TOTAL BASE BID, IN WORDS: ONE HUNDRED FORTY TWO THOUSAND NINETY THREE DOLLARS.

6. Bidder agrees that the work for the City will be as provided above.
7. Bidder accepts the provisions of the Bidding Documents as to liquidated damages in the event of failure to complete the work on time, unless otherwise stated as provided below. Bidder agrees that such liquidated damages are not a penalty and that the amount provided is as close an estimate as possible to actual damages. Any exceptions or objections to this provision are stated in writing and attached hereto by Bidder.
8. The following documents are attached to and made a condition of this Bid:
- A. Required Bid Guaranty in the form of a Bid Bond. (Unless otherwise provided by the City.)
 - B. Exhibit "B" - Itemized Bid Schedule.
 - C. State of Wyoming Certificate of Residency Status, in conformance with the Instructions to Bidders.
9. Communications concerning this Bid shall be addressed to:

Address of Bidder: WIFRED ELECTRIC
3741 ASPEN PLACE
CASPER WY 82604

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 11-19, 2019.

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: WIRED ELECTRIC (seal)
(Corporation's or Limited Liability Company's Name)

WYOMING
(State of Incorporation or Organization)

By: JONAH WOODMAN (seal)

(Title) PRESIDENT

(Seal)

Attest: _____

Business Address: 3741 ASPEN PLACE
CASPER WYOMING 82604

Phone Number: 307-262-9523

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.)

EXHIBIT "B"
BID SCHEDULE

CASPER EVENTS CENTER ARENA FLOOR LIGHTING UPGRADES

PROJECT NO. 19-014

Bid Date: November 19, 2019

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
TON = Tons

LF = Linear Feet
CY = Cubic Yard

F&I = Furnish and Install
EA = Each

Bid Schedule – Base Bid

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
1	Remove and Replace Arena Floor Lighting	LS	1	\$ 142,093	\$ 142,093
TOTAL BASE BID					142,093

• **BID IN WORDS:**

ONE HUNDRED FORTY TWO THOUSAND NINETY THREE DOLLARS

Bidding Alternative No. 1

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
1	Furnish and Install Wireless Controls	LS	1	\$ 34,529	\$ 34,529
TOTAL BIDDING ALTERNATIVE NO. 1					\$ 34,529

This bid submitted by: WIRED ELECTRIC
(Individual, partnership, corporation, or joint venture name)

RESOLUTION NO.19-243

A RESOLUTION AUTHORIZING AN AGREEMENT WITH
WIRED ELECTRIC FOR THE CASPER EVENTS CENTER
ARENA FLOOR LIGHTING UPGRADES, PROJECT NO. 19-014.

WHEREAS, the City of Casper desires to remove and replace the existing arena floor lighting with LED lighting with wireless controls at the Casper Events Center; and,

WHEREAS, Wired Electric is able and willing to provide those services specified as the Casper Events Center Arena Floor Lighting Upgrades, Project No. 19-014; 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 Nine Thousand Dollars (\$9,000.00) 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 Wired Electric for those services, in the amount of One Hundred Seventy-Six Thousand Six Hundred Twenty-Two Dollars (\$176,622.00).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions throughout the project, retaining those amounts prescribed by the agreement, equal to a total amount not to exceed One Hundred Seventy-Six Thousand Six Hundred Twenty-Two Dollars (\$176,622.00), and Nine Thousand Dollars (\$9,000.00) for a construction contingency account, for a total project amount of One Hundred Eighty-Five Thousand Six Hundred Twenty-Two Dollars (\$185,622.00).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to sign change orders effecting time extensions of no more than thirty (30) days, changes in the dollar amount of the above described agreement not greater than the sum of Nine Thousand Dollars (\$9,000.00) and other project administration related change orders that do not substantially alter the scope of the project.

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2019.

APPROVED AS TO FORM:

(Casper Events Center Arena Floor Lighting Upgrades, Project No. 19-014)




ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Charles Powell
Mayor

December 4, 2019

MEMO TO: J. Carter Napier, City Manager 
FROM: Jolene Martinez, Assistant to the City Manager
SUBJECT: Accepting Grant from the Wyoming Governor's Big Game License Coalition, in the amount of \$10,000, for Wetlands Construction and Enhancement in the First Street Reach River Restoration

Meeting Type & Date

Regular Council Meeting
December 17, 2019

Action type

Resolution

Recommendation

That Council, by resolution, accept a grant from the Wyoming Governor's Big Game Coalition, in the amount of \$10,000, to be used to fund wetlands construction and enhancement.

Summary

Staff was notified that a grant from the Wyoming Governor's Big Game Coalition to fund wetland construction and enhancement in the First Street reach of the river restoration project had been approved. The grant, administered by the Wyoming Community Foundation, is awarded from the Wyoming Governor's Big Game Coalition. Staff identified and submitted a grant application to this highly competitive grant opportunity.

In June 2013, Council authorized staff to move forward to secure funding and implement the work identified in the Platte River Environmental Restoration Master Plan. The river restoration effort, which includes a volunteer day every September, is called the Platte River Revival. The projects outlined in the master plan are a combination of riverbank and in-river construction, Russian olive removal, and vegetative plantings. The cost estimate for riverbank and in-river construction is estimated at over \$20 million.

The Platte River Revival is an infrastructure project for Casper and Wyoming that improves water quality; protects drinking water and roadway infrastructure; stabilizes riverbanks; restores and protects green infrastructure; and provides economic development opportunities.

Financial Considerations

No match is required for this grant. However, the grant does not cover 100% of the wetlands construction and enhancement, which is \$35,000. The additional cost, \$25,000, will be funded by a grant from the Wyoming Wildlife and Natural Resource Trust.

Oversight/Project Responsibility

Andrew Beamer, Public Services Director

Scott Baxter, Associate Engineer

Jolene Martinez, Assistant to the City Manager

Attachments

Resolution

RESOLUTION NO.19-244

A RESOLUTION AUTHORIZING ACCEPTANCE OF A
GRANT FROM THE WYOMING GOVERNOR'S BIG GAME
LICENSE COALITION

WHEREAS, the City of Casper identified the need to restore the North Platte River through Casper and has established a project called the Platte River Revival; and,

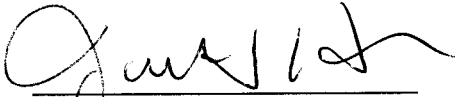
WHEREAS, the City of Casper has been approved for a grant from the Wyoming Governor's Big Game License Coalition, in the amount of Ten Thousand Dollars (\$10,000); and,

WHEREAS, the City of Casper desires to accept the grant funds from the Wyoming Governor's Big Game License Coalition to fund wetland construction and enhancement in the First Street reach of the river restoration project.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the grant from the Wyoming Governor's Big Game License Coalition, in the amount of Ten Thousand Dollars (\$10,000), is, with gratitude, accepted.

PASSED, APPROVED AND ADOPTED this ____ day of _____, 2019.

APPROVED AS TO FORM:




ATTEST:


Fleur D. Tremel
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Charles Powell
Mayor

December 10, 2019

MEMO TO: J. Carter Napier, City Manager 

FROM: Fleur Tremel, Assistant to the City Manager 

SUBJECT: Resolution Approving Contract with the Platte River Trails Trust for use of the Optional 1% #16 Sales Tax Special Projects Funds for Community Projects.

Meeting Type & Date:
Council Meeting
December 17, 2019

Action type:
Resolution

Recommendation:
That Council, by resolution, approve the contracts with the Individual Organizations for use of the Optional 1% #16 Sales Tax Special Projects Funds for Community Priorities.

Summary:
On October 2, 2018, Council committed funding to Community Projects to various agencies based on the allocations determined by Council.

Staff has prepared a resolution and contract for the Platte River Trails Trust. The contract includes information regarding the duties of the organization in order to receive funding as well as the available funding schedule awarded to them. Upon approval of the resolution, the Contract will be given to the Mayor to sign.

Financial Considerations
1%#16 will provide \$1,500,000.00 of grant funding to the Platte River Trails Trust.

Oversight/Project Responsibility
Fleur Tremel, Assistant to the City Manager

Attachments
Resolution
Contract

CONTRACT FOR PROFESSIONAL SERVICES

PART I - AGREEMENT

This Contract for Professional Services ("Contract") is entered into on this 17th day of ~~July~~, 2019, by and between the following parties:

December

1. The City of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601 ("City").

2. Platte River Trails Trust, 1775 W. 1st St., Casper, Wyoming 82601 ("Contractor").

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

RECITALS

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

B. (i) The City has allocated a portion of its 1% #16 allocation to construct, maintain, and repair capital improvements used by the City, the citizens of the city, and visitors to the city; the Trails System is a resource of the City and their maintenance use and development promotes Casper for industrial and economic development and promotes Casper as a site for participation in fairs, expositions, and conventions which are located in the city and which are a source of pleasure to the public and a method by which citizens and visitors may see the city and what it has to offer.

B. (ii) Contractor has accumulated considerable information and data relative to the development of the Platte River Parkway and the Trail system in the city.

B. (iii) Contractor has, in the past, and can in the future, provide a unique function to the City by way of providing oversight for the continue development of the trails system, as well as ongoing maintenance of existing Platte River Parkway trail system, obtaining other grants and matching funds, both public and private, as well as promoting the attributes of the system and the City.

C. (i) The Contractor represents that it is ready, willing, and able to provide the services to City as required by this agreement. The City desires to retain the Contractor for such services. The City authorizes One Million Dollars, over the four years of the 1% #16 cycle for the expansion and construction of trails, which includes overhead support of \$50,000 per year, over the four (4) year cycle; a list of approved projects (though it is unlikely that all will be completed) are attached as Exhibit (1), new projects may be added. The projects as they are planned and completed shall have the City Engineer's approval.

C. (ii) The contractor shall, in addition to the above, complete major repairs and maintenance to the trails and connect trails in the City of Casper during the four years of the 1% #16 cycle; the City has authorized Five Hundred Thousand over the four years of the 1% #16 cycle for the major repairs and maintenance of the existing trails of the city and the parties have agreed that the Contractor shall provide such services.

NOW, THEREFORE, in consideration of the covenants and conditions set forth herein to be performed, the parties agree as follows:

1. **SCOPE OF SERVICES:**

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

A. Contractor shall manage expansion and construction of trails (a list of approved projects (though it is unlikely that all will be completed) are attached as Exhibit one) and work to obtain other grants and matching funds to expand and construct trails with the City, and

B. Contractor shall provide major repairs and maintenance of the existing trails.

2. **TIME OF PERFORMANCE:**

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

3. **COMPENSATION:**

In consideration of the performance of services rendered under this Contract, the Contractor shall be compensated for services performed in accordance with paragraphs C. (i) and C. (ii) as stated in the recitals, above, and pursuant to paragraph 4, below and in conformity with Wyoming Statutory and Constitutional Law.

4. **METHOD OF PAYMENT:**

Payments will be made quarterly for four years following completion of the terms set forth herein and receipt of an itemized invoice, certified under penalty of perjury, from the Contractor for services rendered in conformance with the Contract, and following approval by the Casper City Council. The invoice for payment must specify the correct amount due; that the Contractor has performed the services rendered under this Contract, in conformance with the Contract, and that it is entitled to receive the amount requested under the terms of the Contract.

If amounts owed by the Contractor to the City for any goods, services, licenses, permits or any other items or purpose remain unpaid beyond the City's general credit policy,

those amounts may be deducted from the payment being made by the City to the Contractor pursuant to this Contract.

5. REPORTS

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

6. TERMS AND CONDITIONS:

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

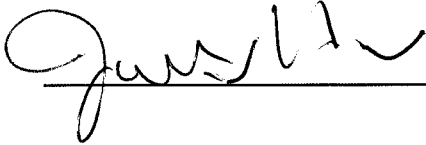
7. EXTENT OF CONTRACT:

This Contract represents the entire and integrated Agreement between the City and the Contractor, and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended only by written instrument signed by both the City's and the Contractor's authorized representatives.

The City and the Contractor each individually represent that they have the requisite authority to execute this Contract and perform the services described in this Contract.

IN WITNESS WHEREOF, the undersigned duly authorized representatives of the parties have executed this Contract as of the day and year above.

APPROVED AS TO FORM



ATTEST

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Charles Powell
Mayor

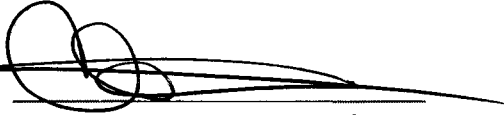
WITNESS

CONTRACTOR
Platte River Trails Trust

By: _____

Printed Name: _____

Title: _____

By: _____

Printed Name: CLARKE D. TURNER

Title: President

CONTRACT FOR PROFESSIONAL SERVICES

PART II - GENERAL TERMS AND CONDITIONS

1. TERMINATION OF CONTRACT:

1.1 The City may terminate this Contract anytime by providing thirty (30) days written notice to Contractor of intent to terminate said Contract. In such event, all finished or unfinished documents, data, studies and reports prepared by the Contractor under this Contract shall, at the option of the City, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

1.2 Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City, by virtue of termination of the Contract by Contractor, or any breach of the Contract by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due the City from the Contractor are determined.

2. CHANGES:

The City may, from time to time, request changes in the scope of the services of the Contract. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon between the City and the Contractor, shall be incorporated in written amendments to this Contract. There shall be no increase in the amount of Contractor's compensation unless approved by Resolution adopted by City.

3. ASSIGNABILITY:

The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the City: provided, however, that claims for money due or to become due the Contractor from the City under this Contract may be assigned to a bank, trust company, or other financial institution, or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer shall be furnished to the City within five (5) business days of any assignment or transfer.

4. AUDIT:

The City or any of its duly authorized representatives shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to the Contract for the purpose of making audit, examination, excerpts, and transactions.

5. EQUAL EMPLOYMENT OPPORTUNITY:

In carrying out the program, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. The Contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, or disability. Such action shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices required by the government setting forth the provisions of this nondiscrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or disability.

6. OWNER OF PROJECT MATERIALS:

All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, and reports prepared by the Contractor under this Contract shall be considered the property of the City, and upon completion of the services to be performed, they will be turned over to the City provided that, in any case, the Contractor may, at no additional expense to the City, make and retain such additional copies thereof as Contractor desires for its own use; and provided further, that in no event may any of the documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, or other reports retained by the Contractor be released to any person, agency, corporation, or organization without the written consent of the City.

7. FINDINGS CONFIDENTIAL:

All reports, information, data, etc., given to or prepared, or assembled by the Contractor under this Contract are confidential and shall not be made available to any individual or organization by the Contractor without the prior written consent of the City.

8. GOVERNING LAW:

This Contract shall be governed by the laws of the State of Wyoming. The Contractor shall also comply with all applicable laws, ordinances, and codes of the local, state, or federal governments and shall not trespass on any public or private property in performing any of the work embraced by this Contract.

9. PERSONNEL:

The Contractor represents that it has, or will secure, all personnel required in performing the services under this Contract. Such personnel shall not be employees of the City. All of the services required shall be performed by the Contractor, or under its supervision, and all personnel engaged in the work shall be fully qualified. All personnel employed by Contractor shall be employed in conformity with applicable local, state or federal laws.

10. SUBCONTRACTOR:

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

11. INSURANCE AND INDEMNIFICATION:

A. **Prior to the commencement of work**, Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its subcontractors, agents, representatives, or employees.

B. *Minimum Scope and limit of Insurance.*

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than the sum of Two Hundred Fifty Thousand Dollars (\$250,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Five Hundred Thousand Dollars (\$500,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location. The CGL policy shall be endorsed to contain Employers Liability/Stop Gap Coverage
2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than Five Hundred Thousand (\$500,000) per accident for bodily injury and property damage.
3. Workers' Compensation: as required by the State of Wyoming with Statutory Limits.

4. Professional Liability (Errors and Omissions) Insurance appropriate to the Contractor's profession, with limit no less than the sum of Two Hundred Fifty Thousand Dollars (\$250,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Five Hundred Thousand Dollars (\$500,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location.

C. Higher Limits. If the Contractor maintains higher limits than required under this Agreement, then the City shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

D. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. *Additional Insured Status*

The City, its officers, elected and appointed officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

2. *Primary Coverage*

For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, elected and appointed officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the City, its officers, elected and appointed officials, employees, agents or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

3. *Notice of Cancellation*

Each insurance policy required above shall state that coverage shall not be canceled, materially changed, or reduced, except with notice to the City. Such notice to the City shall be provided in a commercially reasonable time.

4. *Waiver of Subrogation*

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

of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

5. *Deductibles and Self-Insured Retentions*

Contractor has two options regarding deductibles and self-insured retentions:

- a. *Option 1:* Any deductibles or self-insured retentions must be declared to and approved by the City. Unless otherwise approved by the City in writing, any deductible may not exceed Ten Thousand Dollars (\$10,000). Unless otherwise approved in writing by the City, self-insured retentions may not exceed Ten Thousand Dollars (\$10,000), and the City may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
- b. *Option 2:* Contractor shall carry insurance with terms that require its insurance company to pay the full value of a covered claim from the first dollar of coverage, even if the Contractor is unable to pay any deductible or self-insured retention amount(s) required by the insurance policy. Contractor shall provide a written endorsement from its insurance carrier that such insurance coverage is in place, and shall keep such coverage in place during the term of this Contract and any subsequent time period required for claims made policies.

6. *Acceptability of Insurers*

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise agreed to in writing by the City.

7. *Claims Made Policies*

If any of the required policies provide coverage on a claims-made basis:

- a. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
- b. Insurance must be maintained and evidence of insurance must be provided *for at least three (3) years after completion of the contract of work.* However, Contractor's liabilities under this Contract shall not be deemed limited in any way by the insurance coverage required.
- c. If coverage is canceled or non-renewed, and not *replaced with another claims-made policy form with a Retroactive Date* prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of *three (3) years* after completion of contract work and at all times thereafter until the applicable statute of limitations runs.

8. *Verification of Coverage*

Contractor shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

9. *Subcontractors*

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

10. *Special Risks or Circumstances*

City reserves the right to reasonably modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

- E. Contractor agrees to indemnify the City, the City's employees, elected officials, appointed officials, agents, and volunteers, and all additional insured and hold them harmless from all liability for damages to property or injury to or death to persons, including all reasonable costs, expenses, and attorney's fees incurred related thereto, to the extent arising from negligence, fault or willful and wanton conduct of the Contractor and any subcontractor thereof.

12. INTENT:

Contractor represents that it has read and agrees to the terms of this Contract and further agrees that it is the intent of the parties that Contractor shall perform all of the services for the compensation set forth in this Contract. Contractor also agrees that it is the specific intent of the parties, and a material condition of this Contract, that it shall not be entitled to compensation for other services rendered unless specifically authorized by the City by Resolution of its governing body. Contractor agrees that it has carefully examined the Scope of Services, and that the compensation is adequate for performance of this Contract.

13. WYOMING GOVERNMENTAL CLAIMS ACT:

The City does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 *et seq.*, and the City specifically reserves the right to assert any and all rights, immunities, and defenses it may have pursuant to the Wyoming Governmental Claims Act.

14. NO THIRD PARTY BENEFICIARY RIGHTS:

The parties to this Contract do not intend to create in any other individual or entity the status of third-party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties and obligations contained in this Contract shall operate only between the parties to this Contract, and shall inure solely to the benefit of the parties to this Contract. The parties to this Contract intend and expressly agree that only parties signatory to this Contract shall have any legal or equitable right to seek to enforce this Contract, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Contract, or to bring an action for the breach of this Contract.

EXHIBIT 1

PV to Robertson Road

Walmart to Ft. Caspar Academy

Phase I Robertson Road to Whispering Springs

Upgrade Yesness Ponds Trails

RESOLUTION NO.19-245

A RESOLUTION AUTHORIZING AN AGREEMENT WITH THE PLATTE RIVER TRAILS TRUST, FOR USE OF OPTIONAL 1%#16 SALES TAX SPECIAL PROJECTS FUNDS.

WHEREAS, the Casper City Council, after consideration of proposals submitted for use of the Optional 1%#16 Sales Tax Special Projects Funds, made specific recommendations for expenditure of said funds; and,

WHEREAS, the Casper City Council, on October 2, 2018, approved the projects and committed said funds to the projects recommended; and,

WHEREAS, the Optional 1%#16 Sales Tax was approved by the voters of Natrona County in November, 2018.

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 City Clerk to attest, an agreement with the Platte River Trails Trust, under terms and conditions more specifically delineated in the agreement.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments throughout the term of the agreement, in the total amount of One Million Five Hundred Thousand Dollars (\$1,500,000.00).

PASSED, APPROVED, AND ADOPTED this _____ day of December, 2019.

APPROVED AS TO FORM:




ATTEST:


CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Charlie Powell
Mayor

December 11, 2019

MEMO TO: J. Carter Napier, City Manager 

FROM: Andrew Beamer, P.E., Public Services Director 
Bruce Martin, Public Utilities Manager

SUBJECT: Establishing Rates for Retail and Wholesale Water and Sewer Service

Meeting Type & Date
Regular Council Meeting
December 17, 2019

Action Type
Resolution

Recommendation

That Council, by resolution, adopt revisions to the current retail and wholesale water and sewer rates, to become effective January 1, 2020 and January 1, 2021 and to rescind Resolution No. 18-69.

Summary

City of Casper retail and wholesale water and sewer rates are considered and approved by Council on a biennial basis. Resolution 18-69, approved April 17, 2018, set water and sewer rates for 2018 and 2019. Water and sewer fund proforma have been updated to determine appropriate water and sewer rates for 2020 and 2021.

The updated proforma for the water fund contains the following information and assumptions:

- 1) A 3% rate of inflation for operation and maintenance costs. This includes personnel, materials and supplies, and contractual services.
- 2) A 3% rate of inflation for Central Wyoming Regional Water expenses.
- 3) A 0.5% rate of growth in Natrona County based on the recent water and wastewater facility plans.
- 4) The model assumes that \$3.4 M in grant and/or loan funding will be obtained for the 10 Million Gallon Reservoir rehabilitation or replacement project.
- 5) The model includes \$2.3 million in grant funding allocated to the CY Booster Station Replacement project, the West Casper Zone II Water Main Project, and the East Casper Zone III Water System Improvements Project.

- 6) The model includes the continued use of \$2.5 M of 1%#16 funds each year for FY20 - FY24. Previous 1% funding cycles included \$1 M of funding annually for water main replacements. The \$1.5 M increase in 1% funding allows for an additional 6,000 feet of water main replacement each year. The overall percentage of system replacement has improved from 0.19% to 0.47% annually.
- 7) Rates developed by this model include rate adjustments needed for new and replacement capital facilities in accordance with the Capital Improvement Plan (CIP), taking into account those funds obtained from system development charges, depreciation, reserves, 1% money, and outside grants/loans.

The updated proforma for the sewer fund contains the following information and assumptions:

- 1) A 3% rate of inflation for operation and maintenance costs. This includes personnel, materials and supplies, and contractual services.
- 2) A 4% rate of inflation for Regional Wastewater System (RWWS) expenses. The model assumes that approximately 84% of the wholesale wastewater operational charges are from Casper. The remainder is from other wholesale users of the RWWS.
- 3) A 0.5% rate of growth in Natrona County based on the recent water and wastewater facility plans.
- 4) The model includes the continued use of \$500,000 of 1%#16 funds each year for FY20 - FY24. Previous 1% funding cycles did not include any funds for sewer main rehabilitation/replacement. The use of \$500,000 in 1% funding allows for an additional 2,500 feet of sewer main rehabilitation/replacement each year. The overall percentage of system replacement has improved from 0.16% to 0.32% annually.
- 5) Rates developed by this model include rate adjustments needed for new and replacement capital facilities in accordance with the Capital Improvement Plan (CIP), taking into account those funds obtained from system development charges, depreciation, reserves, 1% money, and outside grants/loans.

Based on the detailed proforma, recommended rate increases for the water and sewer funds are as follows:

Water Fund

- January 1, 2020 – 2% rate increase
- January 1, 2021 – 3% rate increase

Sewer Fund

- January 1, 2020 – 6% rate increase
- January 1, 2021 – 6% rate increase

The proposed increases are slightly less than the long range projections presented in the May 2018 Raftelis water and sewer fund cost of services study. The Raftelis study projected water fund rate increases of 3% each year for FY20 and FY21. The study projected sewer fund rate increases of 8% each year for FY20 and FY21.

Council reviewed, discussed, and conceptually approved the water and sewer fund proformas and recommended rate increases at its December 10, 2019 Council work session.

A summary of the proposed changes follows.

RETAIL WATER SERVICE RATE SCHEDULE

January 1, 2020

The existing retail water minimum charge of \$8.05 would increase to \$8.21. The minimum usage volume of 1,500 gallons will remain unchanged. The existing volume charge of \$3.78 per thousand gallons would increase to \$3.86 per thousand gallons.

This would add an additional \$0.92 or 2.0% increase to the average monthly residential customer who uses 11,500 gallons of water per month.

January 1, 2021

The January 1, 2021 retail water minimum charge of \$8.21 would increase to \$8.46. The minimum usage volume of 1,500 gallons will remain unchanged. The existing volume charge of \$3.86 per thousand gallons would increase to \$3.98 per thousand gallons.

This would add an additional \$1.40 or 3.0% increase to the average monthly residential customer who uses 11,500 gallons of water per month.

RETAIL SEWER SERVICE RATE SCHEDULE

January 1, 2020

The existing retail sewer rate minimum charge would increase from \$8.69 per month to \$9.21 per month. The minimum usage volume of 2,000 gallons would remain unchanged. The volume rate would increase from \$3.53 per thousand gallons to \$3.74 per thousand gallons.

This would add an additional \$1.47 or 6.0% increase to the average sewer residential customer who uses 6,500 gallons of sewer per month.

January 1, 2021

The January 1, 2021 retail sewer rate minimum charge would increase from \$9.21 per month to \$9.76 per month. The minimum usage volume of 2,000 gallons would remain unchanged. The volume rate would increase from \$3.74 per thousand gallons to \$3.97 per thousand gallons.

This would add an additional \$1.56 or 6.0% increase to the average sewer residential customer who uses 6,500 gallons of sewer per month.

Casper's average retail residential water and sewer bills are very favorable in comparison with other entities in the region. It needs to be emphasized that many of the comparable entities have utilized other funding sources, such as optional Sixth Cent Capital Facilities Taxes, to help finance major upgrades to their water and wastewater systems.

WHOLESALE WATER RATES AND OUTSIDE-CITY RETAIL WATER RATES

In addition, updated wholesale water rates and outside-City retail water rates are also proposed for January 1, 2020, and January 1, 2021, prepared in conformance to the cost of service approach required by Wyoming State Statutes. The projected increase in the wholesale water rate for customers connected to Regional Water transmission lines is from \$2.13 per thousand gallons to \$2.34 per thousand gallons on January 1, 2020, and to \$2.55 per thousand gallons on January 1, 2021. The projected increase in the wholesale water rate for customers connected to Casper Water Transmission Lines is from \$3.03 per thousand gallons to \$3.23 per thousand gallons on January 1, 2020, and to \$3.42 per thousand gallons on January 1, 2021. The cost of wholesale Regional water increased from \$1.84 per thousand gallons to \$1.93 per thousand gallons on July 1, 2019. The projected increase to the existing outside-city retail water minimum charge is from \$9.98 to \$10.30 on January 1, 2020, and to \$10.54 on January 1, 2021. The minimum usage volume of 1,500 gallons will remain unchanged. The existing volume charge of \$5.08 per thousand gallons would increase to \$5.34 per thousand gallons on January 1, 2020, and to \$5.50 on January 1, 2021.

SEPTAGE, SUMP AND GREASE WASTE FEES

No rate increases are recommended for domestic septage, non-hazardous industrial sump waste, and grease waste disposal fees at the Wastewater Treatment Plant for 2020 or 2021.

Financial Considerations

Rate fee increases as proposed.

Oversight/Project Responsibility

Bruce Martin, Public Utilities Manager

Attachments

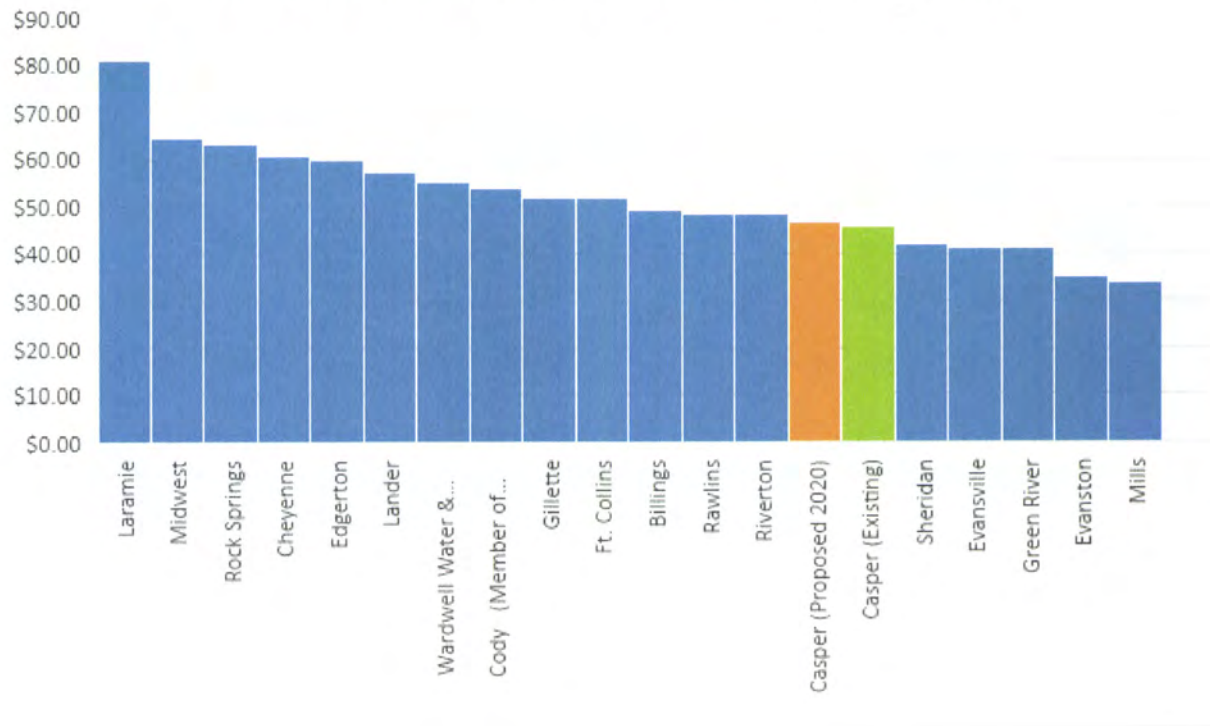
Resolution

Average Water Bill Comparison Graph

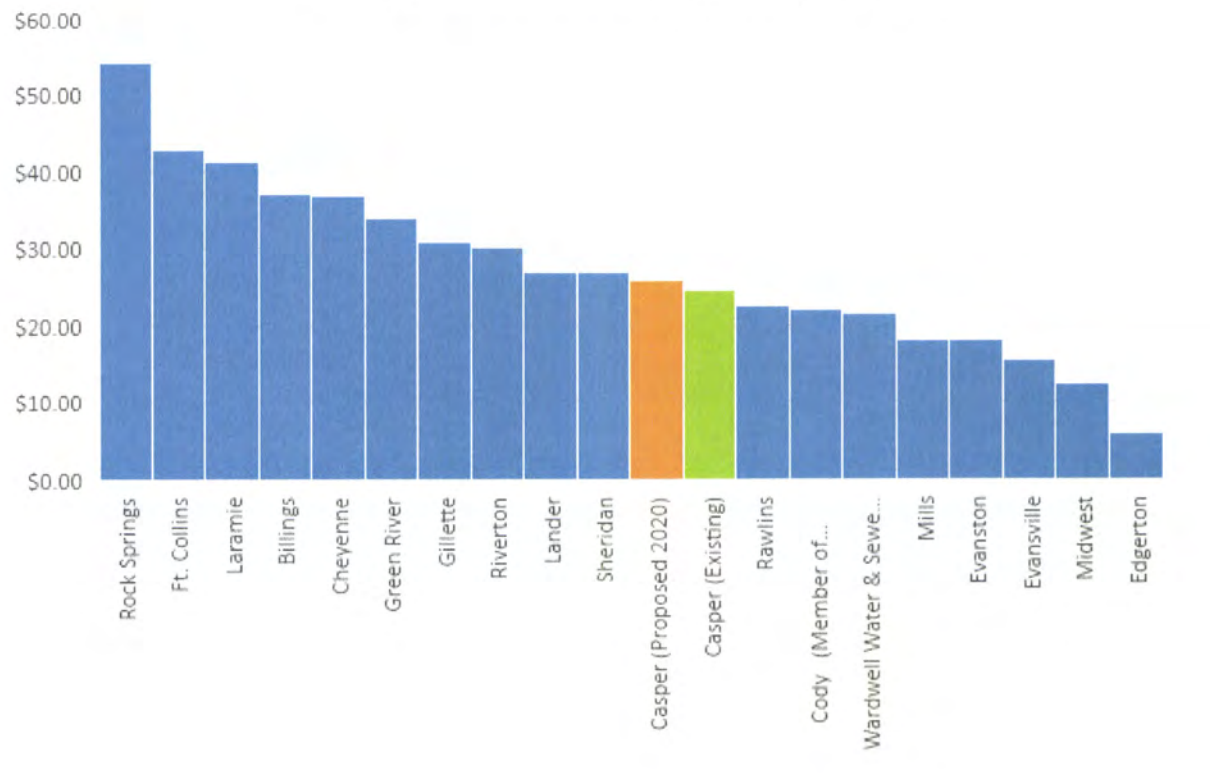
Average Sewer Bill Comparison Graph

Other Entities Water & Sewer Rates

Average Retail Water Bill Comparison (11,500 gallons)



Average Retail Sewer Bill (6,500 gallons)



**2019 Water and Sewer Rates Information
From Other Entities**

Rate Comparison - Monthly - Inside City

Average monthly residential use in the City of Casper is 11,500 gallons of water and 6,500 gallons of sewer.

Entity	Water Rate		Sewer Rate		Water	Sewer	Total Water And Sewer
	Base Rate	Per 1,000 gallons	Base Rate	Per 1,000 gallons	11,500 Gallons	6,500 Gallons	
Billings	\$8.15	0-10,472 - \$3.52/1,000 10,473-32,164 - \$4.21/1,000	\$6.80	\$4.68	\$49.34	\$37.22	\$86.56
Cheyenne	\$5.94	First 6,000 \$4.29/1,000 Next 18,000 \$5.30/1,000	\$4.98	\$4.90	\$60.83	\$36.83	\$97.66
Cody (Member of Shoshone Municipal Pipeline "SMP")	SMP - \$11.00 Cody - \$13.00 Total - \$24.00	\$2.60	\$10.14	\$1.84	\$53.90	\$22.10	\$76.00
Edgerton	\$50.00	\$2.75/1,000 over 8,000 gallons	\$6.00	\$0.00	\$59.63	\$6.00	\$65.63
Evanston	\$8.80	\$2.30	\$7.66	\$1.60	\$35.25	\$18.06	\$53.31
Evansville	\$6.39	\$3.03	\$11.40	\$1.68/1,000 over 4,000 gallons	\$41.24	\$15.60	\$56.84
Ft. Collins	\$17.87	0-7,000 \$2.77/1,000 7,001-13,000 \$3.18/1,000	\$18.97	\$3.69	\$51.57	\$42.96	\$94.53
Gillette	\$6.50	\$3.95	\$12.26	\$2.88	\$51.93	\$30.98	\$82.91
Green River	\$18.00	1,997-5,012 gal - \$2.43/1,000 5,013 & up - \$2.44/1,000	\$18.80	\$2.34	\$41.16	\$34.01	\$75.17
Lander	\$36.34	\$2.82/1,000 over 4,000 gallons	\$17.79	\$2.05/1,000 over 2,000 gallons	\$57.49	\$27.02	\$84.51
Laramie	\$23.16	1-3,000 - \$3.76 3,001-6,000 - \$4.69 6,001-24,000 - \$5.88	\$12.63	\$4.41	\$80.85	\$41.30	\$122.15
Midwest	\$55.80	\$2.50/1,000 over 8,000 gallons	\$12.35	\$0.00	\$64.55	\$12.35	\$76.90
Mills	\$8.55	\$2.52/1,000 over 1,500 gallons	\$18.20	\$0.00	\$33.75	\$18.20	\$51.95
Rawlins	\$14.00	\$3.00	\$15.00	\$3.00/1,00 over 4,000 gallons	\$48.50	\$22.50	\$71.00
Riverton	\$18.47	0-5,000 \$2.56/1,000 5,001 & Up \$2.63/1,000	\$17.70	\$4.96/1,000 over 4,000 gallons	\$48.37	\$30.10	\$78.47
Rock Springs	\$14.30	first 2,004 \$7.14/1,000 next 3,007 \$4.59/1,000 next 3,008 & up \$3.22/1,000	\$12.82	\$6.39	\$63.28	\$54.36	\$117.64
Sheridan	\$19.40	1,501 - 6,000 \$1.87/1,000 6,001 & up \$2.57/1,000	\$13.45	\$2.70/1,000 over 1,500 gallons	\$41.95	\$26.95	\$68.90
Wardwell Water & Sewer District	\$15.00	\$3.50	\$21.54	\$0.00	\$55.25	\$21.54	\$76.79
Casper (Existing)	\$8.05	\$3.78/1,000 over 1,500 gallons	\$8.69	\$3.53/1,000 over 2,000 gallons	\$45.85	\$24.58	\$70.43
Casper (Proposed 2020)	\$8.21	\$3.86/1,000 over 1,500 gallons	\$9.21	\$3.74/1,000 over 2,000 gallons	\$46.76	\$26.05	\$72.81
Percent of Change 2020	2%	2%	6%	6%	2%	6%	4%
Casper (Proposed 2021)	\$8.46	\$3.98/1,000 over 1,500 gallons	\$9.76	\$3.97/1,000 over 2,000 gallons	\$48.17	\$27.62	\$75.79
Percent of Change 2021	3%	3%	6%	6%	3%	6%	4%

RESOLUTION NO.19-246

A RESOLUTION ADOPTING AND SETTING FORTH RATES FOR WHOLESALE WATER SERVICE, RETAIL WATER SERVICE, AND SEWER SERVICE FOR THE CITY OF CASPER, WYOMING, AND RESCINDING 18-69.

WHEREAS, the City of Casper is desirous of changing the fees for wholesale water service, retail water service, and sewer service to appropriately recover the costs involved.

NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That Resolution No. 18-69 is hereby rescinded, and the following service rate schedules are hereby adopted, effective January 1, 2020, and January 1, 2021.

WHOLESALE WATER SERVICE RATES SCHEDULE

Section 1. That on and after the date of January 1, 2020, the following wholesale water rates shall be in full force and effect.

- A. For water used by other water districts, water companies, homeowners' associations and water user associations serving not less than the equivalent of twenty ¾" water connections, connected to the Central Wyoming Regional Water System transmission lines and having a wholesale water contract with the City of Casper, the basic rate shall be Two Dollars and Thirty-Four Cents (\$2.34) per thousand gallons subject to minimum charges, load factors, or other conditions as specified in the wholesale contract.
- B. For water used by other water districts, water companies, homeowners' associations and water user associations serving not less than the equivalent of twenty ¾" water connections, connected to the City of Casper water transmission lines and having a wholesale water contract with the City of Casper, the basic rate shall be Three Dollars and Twenty-Three Cents (\$3.23) per thousand gallons subject to minimum charges, load factors, or other conditions as specified in the wholesale contract.

Section 2. That on and after the date of January 1, 2021, the following wholesale water rates shall be in full force and effect.

- A. For water used by other water districts, water companies, homeowners' associations and water user associations serving not less than the equivalent of twenty ¾" water connections, connected to the Central Wyoming Regional Water System transmission lines and having a wholesale water contract with the City of Casper, the basic rate shall be Two Dollars and Fifty-Five Cents (\$2.55) per thousand gallons subject to minimum charges, load factors, or other conditions as specified in the wholesale contract.
- B. For water used by other water districts, water companies, homeowners' associations and water user associations serving not less than the equivalent of twenty ¾" water

connections, connected to the City of Casper water transmission lines and having a wholesale water contract with the City of Casper, the basic rate shall be Three Dollars and Forty-Two Cents (\$3.42) per thousand gallons subject to minimum charges, load factors, or other conditions as specified in the wholesale contract.

RETAIL WATER SERVICE RATES SCHEDULE

Section 1. That on and after the date of January 1, 2020, the following water rates shall be in full force and effect.

- A. For water used within the City limits of the City of Casper, a minimum charge of Eight Dollars and Twenty-One Cents (\$8.21) shall be made and collected for the first one thousand five hundred gallons of water used during each monthly period of the year and on which there shall be no discount, and Three Dollars and Eighty-Six Cents (\$3.86) per thousand gallons for each and every thousand gallons consumed in a month thereafter.
- B. For water used outside the City limits of the City of Casper, a minimum charge of Ten Dollars and Thirty Cents (\$10.30) shall be made and collected for the first one thousand five hundred gallons of water used, during each monthly period of the year and on which there shall be no discount, and Five Dollars and Thirty-Four Cents (\$5.34) per thousand gallons thereafter.

Section 2. That on and after the date of January 1, 2021, the following water rates shall be in full force and effect.

- A. For water used within the City limits of the City of Casper, a minimum charge Eight Dollars and Forty-Six Cents (\$8.46) shall be made and collected for the first one thousand five hundred gallons of water used during each monthly period of the year and on which there shall be no discount, and Three Dollars and Ninety-Eight Cents (\$3.98) per thousand gallons for each and every thousand gallons consumed in a month thereafter.
- B. For water used outside the City limits of the City of Casper, a minimum charge of Ten Dollars and Fifty-Four Cents (\$10.54) shall be made and collected for the first one thousand five hundred gallons of water used, during each monthly period of the year and on which there shall be no discount, and Five Dollars and Fifty Cents (\$5.50) per thousand gallons thereafter.

SEWER SERVICE RATE SCHEDULE

Section 1. That on and after the date of January 1, 2020, the following sewer rates shall be in full force and effect.

- A. For sewer used within the City limits of the City of Casper, a minimum charge of Nine Dollars and Twenty-One Cents (\$9.21) shall be made and collected for the first two thousand gallons of sewer used during each monthly period of the year and on which

there shall be no discount, and Three Dollars and Seventy-Four Cents (\$3.74) per thousand gallons for each and every thousand gallons consumed in excess of the first two thousand gallons per month.

The sewer bill shall be based on winter water usage for residential and commercial customers.

Retail residential sewer use only (non-water):

\$24.33 per month – first unit in building.

\$16.40 per month – each additional unit in building.

Retail commercial sewer use only (non-water):

To be set by individual contract.

Retail outside-City sewer customers:

Retail outside-City rates are identical to inside-City rates.

- B. User Charge System – The user charge system will be a surcharge to those customers having sewage of abnormally high strength. This charge will recover the costs of service attributable to the quantity of BOD and suspended solids in excess of normal strength sewage. The surcharge will apply when either BOD or suspended solids concentration exceeds 200 or 250 ppm respectively.

EXCESSIVE SEWAGE STRENGTH SURCHARGE FORMULA

Where:

$S = V_s \times 8.34 [(\$0.324384) (BOD - 200) + (\$0.243312) (SS - 250)]$

S = Surcharge in dollars

V_s = Sewage volume in million gallons

8.34 = Pounds per gallon of water

\$0.324384 = Unit charge for BOD in dollars per pound

BOD = BOD strength index in parts per million by weight

200 = Allowed BOD strength in parts per million by weight

\$0.243312 = Unit charge for suspended solids in dollars per pound

SS = Suspended solids strength index in parts per million by weight

250 = Allowed SS strength in parts per million by weight

- C. Domestic Septage Service – for use of the domestic septage receiving facility, located at the Sam E. Hobbs Regional Wastewater Treatment facility.

INSIDE COUNTY SERVICE

\$193.25 per 1,000 gallons

The septage service charge shall be based upon the actual volume of septage discharged at the Wastewater Treatment Plant.

All Outside-Natrona County Domestic Septage shall have a 40% surcharge added.

- D. Non-hazardous Industrial Sump Waste Service – for use of the industrial waste facility, located at the Sam E. Hobbs Regional Wastewater Treatment facility.

INSIDE COUNTY SERVICE

\$308.52 per 1,000 gallons

Plus additional outside laboratory testing if required.

The non-hazardous industrial sump waste service charge shall be prorated in 250 gallon increments after the initial charge for a minimum of 1,000 gallons.

Non-Hazardous Industrial Sump Waste shall not be accepted from outside Natrona County.

- E. Grease Waste Service – for use of grease waste facilities located at the Sam E. Hobbs Regional Wastewater Treatment Facility.

INSIDE-COUNTY SERVICE

\$308.52 per 1,000 gallons

The grease waste charge shall be based upon the actual volume of grease waste discharged at the wastewater treatment plant.

All Outside-Natrona County Grease Waste shall have a 40% surcharge added.

SECTION 2. That on and after the date of January 1, 2021, the following sewer rates shall be in full force and effect.

- A. For sewer used within the City limits of the City of Casper, a minimum charge of Nine Dollars and Seventy-Six Cents (\$9.76) shall be made and collected for the first two thousand gallons of sewer used during each monthly period of the year and on which there shall be no discount, and Three Dollars and Ninety-Seven Cents (\$3.97) per thousand gallons for each and every thousand gallons consumed in excess of the first two thousand gallons per month.

The sewer bill shall be based on winter water usage for residential and commercial customers.

Retail residential sewer use only (non-water):

~~\$24.56~~ \$25.79 per month – first unit in building.

~~\$16.55~~ \$17.38 per month – each additional unit in building.

Retail commercial sewer use only (non-water):

To be set by individual contract.

Retail outside-city sewer customers:

Retail outside-City rates are identical to inside-City rates.

- B. User charge system – the user charge system will be a surcharge to those customers having sewage of abnormally high strength. This charge will recover the costs of service attributable to the quantity of BOD and suspended solids in excess of normal strength sewage. The surcharge will apply when either BOD or suspended solids concentration exceeds 200 or 250 ppm respectively.

EXCESSIVE SEWAGE STRENGTH SURCHARGE FORMULA

WHERE:

S	=	VS X 8.34 [(\$0.343847) (BOD – 200) + (\$0.257911) (SS – 250)]
S	=	Surcharge in dollars
VS	=	Sewage volume in million gallons
8.34	=	Pounds per gallon of water
\$0.343847	=	Unit charge for BOD in dollars per pound
BOD	=	BOD strength index in parts per million by weight
200	=	Allowed BOD strength in parts per million by weight
\$0.257911	=	Unit charge for suspended solids in dollars per pound
SS	=	Suspended solids strength index in parts per million by weight
250	=	Allowed SS strength in parts per million by weight

- C. Domestic Septage Service – for use of the domestic septage receiving facility, located at the Sam E. Hobbs Regional Wastewater Treatment Facility.

INSIDE-COUNTY SERVICE

\$193.25 per 1,000 gallons

The septage service charge shall be based upon the actual volume of septage discharged at the wastewater treatment plant.

All Outside-Natrona County Domestic Septage shall have a 40% surcharge added.

- D. Non-Hazardous Industrial Sump Waste Service – for use of the industrial waste facility, located at the Sam E. Hobbs Regional Wastewater Treatment Facility.

INSIDE-COUNTY SERVICE

\$308.52 per 1,000 gallons

Plus additional outside laboratory testing if required.

The non-hazardous industrial sump waste service charge shall be prorated in 250 gallon increments after the initial charge for a minimum of 1,000 gallons.

Non-Hazardous Industrial Sump Waste shall not be accepted from outside Natrona County.

- E. Grease Waste Service – for use of grease waste facilities located at the Sam E. Hobbs Regional Wastewater Treatment Facility.

INSIDE-COUNTY SERVICE

\$308.52 per 1,000 gallons

The grease waste charge shall be based upon the actual volume of grease waste discharged at the wastewater treatment plant.

All Outside-Natrona County Grease Waste shall have a 40% surcharge added.

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2019.

APPROVED AS TO FORM:




ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Charles Powell
Mayor

December 11, 2019

MEMO TO: J. Carter Napier, City Manager 
FROM: Tim Cortez, Parks and Recreation Director
SUBJECT: Fort Caspar Museum Expansion

Meeting Type & Date
Regular Council Meeting
December 17, 2019

Action type
Resolution

Recommendation
That Council, by resolution, support the fundraising effort by the Tripeny Family for the purpose of expanding Fort Caspar Museum.

Summary
In February of this year, the City took possession of a large collection of material from the Tripeny family. The agreement with the Tripeny Family and the City states the material shall be permanently displayed at Fort Caspar Museum by January of 2022. As part of this effort, the Tripeny Family in concert with the Fort Caspar Museum Association has agreed to raise funds for the expansion of the museum for the purpose of showing the history of Casper, of which, the Tripeny Collection would be a primary feature.

The Tripeny Family has created a preservation group that will lead the fundraising effort. This group has already accumulated \$200K in private donations to go towards the \$1.2M project.

To further the fundraising effort, Council has requested a resolution of support for the project.

Financial Considerations
None at this time.

Oversight/Project Responsibility
Tim Cortez, Parks and Recreation Director

Attachments
Resolution

RESOLUTION NO.19-247

A RESOLUTION SUPPORTING THE FUNDRAISING EFFORT
BY THE TRIPENY/SHICKICH PRESERVATION COMMITTEE
TO EXPAND THE MUSEUM AT FORT CASPAR

WHEREAS, the City owns and operates the facility known as Fort Caspar; and,

WHEREAS, the Tripeny/Shickich Family and the Preservation of the Tripeny Drug Committee wishes to raise funds for the expansion of the current museum; and,

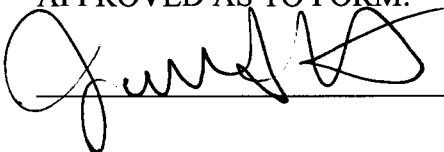
WHEREAS, the Preservation of the Tripeny Drug Committee represents that it is ready, willing, and able to collect private funding to build an addition to the museum; and,

WHEREAS, the City desires to support the fundraising effort in its entirety for the benefit of the community.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the City of Casper supports the goals of the Tripeny and Shickich Families and the Preservation of the Tripeny Drug Committee. The City appreciates the past and future efforts made to preserve and display the Tripeny Drug Collection and expand the exhibit area at Fort Caspar Museum.

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2019.

APPROVED AS TO FORM:




ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Charles Powell
Mayor

December 3, 2019

MEMO TO: Carter Napier, City Manager 
FROM: Timothy Cortez, Parks & REC Director
Randy Norvelle, Parks Manager
Mike Leyba, Cemetery Supervisor
SUBJECT: Proposed Cemetery Resolution and Fee Changes

Meeting Type & Date
Regular Council Meeting
December 17, 2019

Recommendation:

That Council, by resolution, adopt the proposed resolution regulating the operation and setting of fees at Highland Cemetery.

Summary:

The modifications proposed reflect current standards in pricing and current shifts in the Wyoming cemetery industry. There is no additional cost to the city on any of the proposed changes.

Staff recommends a 20% increase in Burial Charges (Section 6), Perpetual Care Fees (section 5, D), and Disinterment (Section 8). This increase will help Highland Cemetery recover part of its day to day operational costs and decrease the subsidy provided by the General Fund. Price increases are within Wyoming industry standards. Staff is recommending the City not charge perpetual care or weekday burial fees for infants. In 2016, the City removed infant plot fees. Staff recommends a further reduction of these fees will help families lessen the untimely cost of a child or infant interment. Due to staffing costs, staff does recommend keeping the evening and weekend/holiday fees for infant burials.

Staff also recommends Highland Cemetery move to what is known in the cemetery industry as a tier pricing system. The current fee structure is based only on plot type. In a tiered system, burial plots and columbarium niches are also categorized with the most desirable areas being priced higher. Under this system, plots and niches will be divided into four tiers, each with a different cost. The purpose of the system is two-fold. One is to maximize revenues on the premium spaces. The other, is to encourage cemetery in-fill.

With each expansion of the cemetery, staff noted that plots located along the roadways sell first. Customers were reluctant to choose inner plots unless there were influences to the decision, such as another family member buried nearby. This type of growth also creates maintenance and operational issues for staff. Operationally, maneuvering burial equipment can be difficult in inner plots once all outer plots are sold. The current pricing system also encourage sprawl, making cemetery maintenance more difficult.

A tiered system can encourage customers to consider several locations and those that are price sensitive may avoid higher fees. The tier system will also help the cemetery maintain more a wider selection of desirable plots within the expansion as it ages.

Staff also made changes to the regulations regarding monument placement. These changes were needed due to the irrigation system changes at the cemetery. Flush markers will be required near irrigation heads to allow for proper watering of cemetery turf.

Financial Considerations

None.

Oversight/Project Responsibility

Tim Cortez, Director of Parks and Recreation

Mike Leyba, Cemetery Supervisor

Attachments

Resolution

RESOLUTION NO.

A RESOLUTION REGULATING THE OPERATION OF HIGHLAND CEMETERY AND ESTABLISHING FEES, SERVICES AND SALES POLICIES, RULES AND REGULATIONS.

WHEREAS, the City of Casper desires to regulate the operations of the Highland Cemetery and establish fees for services and sales related to these operations.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: Fees, services and sales policies, and rules and regulations for the Highland Cemetery are hereby established as follows, effective January 1, 2020.

Section 1.

It shall be unlawful for any person to be buried at any place within the limits of the City of Casper, Wyoming, other than in a lawfully established cemetery.

Section 2 - Definitions.

Glossary of Terms. Terms included and referenced in this resolution:

- *Block*- A piece of land comprised of several lots.
- *Burial*- The practice of opening a cemetery plot and interring a deceased body, followed by the closing of said plot.
- *Cemetery*- Unless otherwise specified all sections of this resolution with the word "cemetery" shall apply to all current and future City-owned cemeteries.
- *City Manager* - Whenever the words "City Manager" are used in this resolution it shall be construed to mean the City Manager, or other duly authorized representative.
- *Columbarium* - An above-ground room, building or structure with niches for urns to be stored.
- *Columbarium Niche*- Allocated space within a columbarium for an urn or container.
- *Cremains*- A person's cremated remains (ashes).
- *Cremains Inurnment*- To bury the cremated remains of a person.
- *Cremains Plot*- A piece of land allocated for the inurnment of cremated remains.
- *Cremains Position* - A space within a traditional or cremains plot allocated for an urn or cremains container.
- *Double Depth Traditional Burial*- The interment of two (2) traditional burials in a single plot, with the lower of the two remains at no less than seven and one-half (7 1/2) feet in depth.
- *Double Depth Traditional Plot* - A piece of land allocated for two traditional full body burials, dug to appropriate depth to house one body on top of another.
- *Infant Plot*- A piece of land allocated for the burial of a deceased infant.
- *Lot*- A piece of land comprised of several plots.
- *Mausoleum*- A building, especially a large and stately one, primarily housing traditional casket burials.

- *Mausoleum Space* – A piece of land allocated for the placement of an above ground mausoleum and not for burial.
- *Plot*- A piece of land allocated for one traditional burial and or cremated remains.
- *Traditional Burial* – A standard burial of a person wherein the body has not been cremated.
- *Vault*- A lined and/or sealed outer receptacle that houses the casket.

Section 3 - Operating Hours.

- A. Dates and Times Cemetery Will be Open. The cemetery will be open between 8:00a.m. and sunset year round. It is unlawful for any person to be in the cemetery during any other hours without the permission of the City Manager. Violators will be prosecuted as trespassers.
- B. Cemetery Office Hours. The Cemetery Office shall be open from 10:00 a.m. to 2:00 p.m. Monday through Friday. The Cemetery Office will be closed on all City-observed legal holidays except Memorial Day.

Section 4.

- A. Duties of the City Manager as to Management of the Cemetery. - Duties of the City Manager shall be as follows:
1. The City Manager shall establish rules and regulations for the management, operation and maintenance of the cemetery, which rules will be filed in the Office of the City Clerk and at the cemetery office, and which rules and regulations must be approved and adopted by the City Council by resolution action and shall be subject to any limitations and restrictions set forth herein.
 2. The City Manager shall manage, operate, and maintain the cemetery and see that no plot or niche therein is used or occupied in violation of this resolution or any rule or regulation promulgated under this resolution.
 3. The City Manager shall be charged with the duty of collecting all monies due and payable to the City for plots or niches in the cemetery and other monies due and payable by reason of the operation and maintenance of the cemetery.
 4. The City Manager shall be charged with the duty of issuing all burial permits in the cemetery and seeing that graves are open and excavated in the proper plots of ground, keeping a record showing when the plots were sold, to whom sold, the time of sale thereof, the price paid or to be paid therefore, by whom and to whom a permit is issued, or monies received by him under the provisions of this article and such other information as shall be deemed advisable by the City Council.
- B. Right to Replat, Regrade and Use Property. The right to enlarge, reduce, replat and/or change the boundaries or grading of the cemetery or a section or sections, from time to time, including the right to modify and/or change the locations of or remove or regrade roads, drives and/or walks, or any part thereof, is hereby expressly reserved. The right to lay, maintain and operate or alter or change pipelines and/or gutters of sprinkling systems,

drainage, lakes, etc., is also expressly reserved; as well as the right to use the cemetery property, not sold to right of interment owners for cemetery purposes, including the interring and preparing for interment of human bodies, or for anything necessary, incidental or convenient thereto. The City reserves itself, and to those lawfully entitled thereto, a perpetual right to ingress and egress over plots for the purpose of passage to and from other plots.

- B. No Interment Rights Granted in Roadways. No interment rights are granted to individuals in any road, drive, or walk within the cemetery. Roads, drives or walks shall be used as a means of access to or within the cemetery during normal operating hours.

Section 5 - Plot and Niche Sales.

A. Cemetery Plot Certificate.

1. No cemetery plot certificate for any plot in the cemetery shall be issued and no title for same shall pass until a full purchase price has been paid to the City nor until other expenses and charges payable to the City have been paid, and all such certificates shall be issued by the City Manager under the seal of the City, signed by the Mayor and attested by the City Clerk. Columbarium niches at Highland Cemetery will be issued a Right of Interment Certificate once full purchase price has been paid.
2. At the time each burial is scheduled, the mortuaries must notify the cemetery office of payment responsibility for the City's charges. Any billing to the mortuary or funeral home is subject to the terms and conditions of the City of Casper billing system. Delinquent notes bear interest at the rate of ten percent (10%) per annum and no further credit shall be extended to the maker of any note which has not been paid within six (6) months from the date of execution.

- B. Infant Burials. The purchase plot price and other fees will be waived for infant burials. Infant plots will only be provided upon receipt of a death certificate.

- C. Purchase Price of Plots. The purchase price of plots in any cemetery shall be:

Adult Traditional Plot (4' x 10'):	\$700
TIER ONE	\$1000
TIER TWO	\$900
TIER THREE	\$700
TIER FOUR	\$500
Columbarium Niche:	\$450
TOP TWO ROWS	\$1000
THIRD ROW	\$600
FOURTH ROW	\$500
BOTTOM ROW	\$400
Cremains Plot (4' x 4'):	\$375
TIER ONE	\$600
TIER TWO	\$500

TIER THREE	\$400
TIER FOUR	\$300
Indigent Cremains Plot (4' x 4'):	\$155 200 TIER FOUR PLOT ONLY
Indigent Traditional Plot (4' x 10'):	\$340 300 TIER FOUR PLOT ONLY
Infant Plot (3' x 5'):	No Fee
Mausoleum Plot (12' x 14'):	\$2100 \$2250

The tiers and rows are shown on the map attached to the resolution as Exhibit 1, which is hereby made a part of this resolution.

- D. Perpetual Care. Those plots which were sold prior to 2012 and the institution of a perpetual care charge will be assessed the perpetual care fee at the time of interment, deed transfer, additional remains interment, or recording of burial information when the recording fee is assessed. The perpetual care fee is included in the price of plots purchased after 2012.

Adult Traditional Plot (4'x10'):	\$175 250
Infant Plot (3' x 5'):	\$ 125 0
Cremains Plot (4' x 4'):	\$ 125 200

- E. Change of Address of Plot or Niche Owners. It shall be the duty of the plot or niche owners to notify the City of Casper of any change in its mailing address. Any notice sent to property owner's last address on file in the Cemetery Office shall be considered sufficient and proper legal notification in correspondence matters.
- F. Transfer or Assignment must be filed with the City Manager. No transfer or assignment of any plot or niche shall be valid unless filed in writing in the cemetery office. Only plot or niche owners of record shall be recognized by the City Manager. A recording fee of Fifty Dollars (\$50.00) (paid by the seller) will be charged for any transfer or assignment. Outstanding fees must be paid prior to any transfers or assignments.
- G. Private Space Sale by the City. If, for any reason, it becomes necessary for the plot or niche owner to dispose of his or her interest in any plot or niche, the owner may list with the city to broker said plot or niche. The City will receive twenty-percent (20%) of the sale price for the plot or niche only as compensation for expenses associated with the sale, including advertising, personnel costs, and other costs. The buyer of the plot or niche will be responsible for payment of all costs incurred by the city at the time of the transfer. Listing of plot or niche will be done in the cemetery office. If the perpetual care fee has not been paid on such plot, the fee will be paid by the buyer at the time of transfer.
- H. Correction of Errors. The City reserves the right to correct any errors made by it in the description of the location of the plot or niche to which the right of interment is conveyed, either by canceling the sale and substituting in lieu thereof other burial plot(s) or niche(s) of equal value and in a similar location, or in the sole discretion of the City, by refunding the amount of money paid for said right of interment.

Section 6 - Burial Charges.

Prior to grave opening, the purchaser shall pay to the City for complete interment service, with all necessary equipment, as follows:

Adult Traditional

Burial Fee	\$ 600 700
Evening Fee (Charged after 4:00PM week days)	\$ 150 200
Weekend and Holiday Fee	\$ 500 600
Double Depth:	
Bottom/Lower Remains of a double depth burial	\$ 1000 1200

Mausoleum Entombment

	\$ 210 240
Evening Fee (Charged after 4:00 pm weekdays)	\$ 150 175
Weekend and Holiday fee	\$ 200 300

Columbarium

Burial Fee	\$ 150 200
Evening Fee (Charged after 4:00PM week days)	\$ 150 200
Weekend and Holiday Fee	\$ 200 300

Cremains

Burial Fee	\$ 300 400
Evening Fee (Charged after 4:00PM week days)	\$ 200 300
Weekend and Holiday Fee	\$ 300 400
Additional Cremains (In Addition to Burial Fee)	\$ 85 100

Indigent Cremains

Burial Fee	\$ 75 100
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Indigent Traditional

Burial Fee	\$ 115 200
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Infant

Burial Fee	\$ 150 0
Evening Fee (Charged after 4:00PM week days)	\$ 150 200
Weekend and Holiday fee	\$ 350 400

Recording Fee	\$ 40 50
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Section 7- Burial Procedures.

Only the interment of human remains is allowed in the cemetery.

Only persons or firms authorized by the City Manager shall be allowed to open or excavate any plot, for any purpose.

The procedure to be followed before interring human remains in any cemetery shall be as follows:

- A. Location of Burial Plot. When instructions regarding the location of a burial plot cannot be obtained or are indefinite, or when, for any reason, the burial plot cannot be opened where specified, the City Manager may, upon his/her discretion, open it in such location on the plot as he/she deems best and proper; and the City shall not be liable for damages resulting from any such change.
- B. Graveside Services. Customers may host formal graveside funeral services for the deceased. Cemetery personnel will prepare for such graveside services by cleaning the grave or columbarium area, providing burial canopy when appropriate, providing chairs and similar funerary furnishings as appropriate, and similar services. The preparation of the gravesite for formal services and the provision of related graveside services by Cemetery personnel will require the payment of a ~~One hundred \$100~~ TWO HUNDRED DOLLAR \$200.00 graveside service fee (SMALL SHELTER 10x10 Tent) OR THREE HUNDRED FIFTY DOLLAR \$350.00 GRAVESIDE SERVICE FEE (LARGE HARD TOP CANOPY WHERE ACCESABLE.)
- C. Responsibility and Control. Once in the cemetery, the deceased, the burial container and/or other related equipment are considered under the responsibility and control of the attending funeral director or their assistant until cemetery personnel arrive at the gravesite for the purpose of closing the plot. Until then, the funeral director may perform any service required by them or the family of the deceased as they deem appropriate without liability to the City of Casper, or its employees.
- D. Adult Burial. Traditional adult burial will be in an area four (4) feet wide by ten (10) feet long, and no less than five (5) feet in depth. A traditional infant burial will be in an area three (3) feet wide by five (5) feet long, and from three (3) to four (4) feet in depth. For double traditional burials, the lower of the two remains shall be confined in a double depth certified vault. Double traditional burials will only be allowed if a plot was purchased prior to 2013 and arrangements were made at that time for a double depth burial.
- E. Cremains.
 - 1. No surface scattering of cremains shall be allowed. All cremains must be interred (or enclosed in a container previously approved by Cemetery Management) within a designated and recorded plot or columbarium niche. All disposition of remains are to be recorded with the cemetery office. Individual interred cremains shall be allocated a designated cremains position of no less than two (2) feet by two (2) feet.
 - 2. No more than four (4) cremains in containers (urns) may be interred in a single traditional adult plot (four (4) feet by ten (10) feet), in addition to one (1) traditional burial beneath the urns, unless otherwise noted or assessed by the City Manager. Urns or urn vaults shall not exceed a cremains position of approximately two (2) feet by two (2) feet. No more than two (2) cremains in containers may be interred in a designated cremains plot (four (4) feet by four (4) feet).
 - 3. In order to inter cremated remains in the cemetery, either in the ground or in a

monument foundation, an interment permit must be obtained from the cemetery office or the applicable fee(s) paid to the cemetery office. The Additional Remains Fee shall be applicable when an additional set of cremains is added to a cremains position within an Adult Traditional plot. The person(s) requesting interment of cremated remains may choose any adequate container for the cremated remains approved by the City Manager. The City shall not be liable for the protection of the cremated remains. In the event that the cremated remains must be relocated for any reason, the City shall not be responsible for any damage to the cremated remains or the container.

HEADSTONE	
4'W X 2'L	
2' X 2'	2' X 2'
POSITION 1	POSITION 2

*4' x 4' Cremains Plot and
Allotted Cremains Positions*

HEADSTONE	
4'W X 2'L	
4' X 2'	4' X 2'
POSITION 1	POSITION 2
4' X 2'	4' X 2'
POSITION 3	POSITION 4

*4' x 10' Adult Traditional Plot
and allotted Cremains Positions
over a casket burial*

- F. Delays in Interment. The City shall in no way be held responsible for any delay in the interment of a body where a protest to the interment has been made, or where these rules and regulations have not been complied with; and, further, the City reserves the right under such circumstances to either not receive the remains, or to place the remains in a receiving vault until the full rights have been determined. The City shall be under no obligation to recognize any protests of interments unless they are made in writing and filed with the cemetery office.
- G. Permit. The purchaser shall secure from the City Manager a permit showing the provisions of this article have been complied with, the lot and block number in which the plot is to be opened, which permit shall entitle him to the services rendered by the City relative to the opening and closing of the grave, furnishing grass, and lowering device; provided, however, in case of any burial on lands in the cemetery owned by or reserved by Natrona County or any lodge organization, an additional permit must be obtained from the County, lodge, or other organization.

- H. Vital Statistics. The burial certificate, or permit, issued by the registrar, under the provisions of vital statistics of the vital statistics laws of the State, shall be deposited with the City Manager.
- I. Double Traditional Burial Plots. In the case of double traditional burial plots, the lower of the two remains shall be confined in a double depth certified vault.
- J. Removal of Shrubs and Trees. The City, when deemed necessary by the City Manager, in order to provide for an adequate plot opening, may remove shrubs and trees without notification to the adjoining grave owners. Replacement will be at the discretion of the City Manager.
- K. Notice of Burials. It shall be the responsibility of each person or firm to make necessary arrangements for burials at least twenty-four (24) or forty-eight (48) hours prior to such burials, all as further described below. Neither the City nor any of its employees shall in any way be liable for any delay of burial services when the required notice is not given. In addition, the person or firm making the arrangements should clear them through the Cemetery Office before final burial details and arrangements are made.

The cemetery, in order to provide sufficient time for the opening of plots or niches, requires the following for all funeral orders to be scheduled as follows

1. Traditional Burial

A (48) Forty-eight-hour notice is required. All orders for funerals scheduled for Saturday or the first day of the work week must be in the cemetery office by 11:00 AM Thursday of the preceding week. Funeral orders brought in after 10:00 AM on Friday (or the last working day of the week) can be scheduled no earlier than 11:00 AM Tuesday of the following week.

2. Cremains Inurnment/Burial

A (24) Twenty-four-hour notice is required. For funerals scheduled for Saturday or the first day of a working week be in the Cemetery Office by Noon (12:00) Friday of the preceding week. Funeral orders brought in after 12:00 Noon on Friday (or the last regular working day) can be scheduled no earlier than Noon (12:00) on Monday of the next work week.

- L. Orders Given by Telephone. The City of Casper shall not be held responsible for any order given by telephone nor for any mistake occurring from the conversation as pertaining to instructions as to the particular plot or niche, size, and location where the interment is desired. Telephone instructions shall be followed immediately by written instructions from the funeral director or family, prior to the making of burial arrangements by the City.
- M. Saturday, Sunday and Holiday Burials. Saturday burials are permitted. No burial shall be permitted on Sunday or other designated legal holiday except with the express, written permission of the City Manager for religious or other reasons, or when certified by the

Registrar of Vital Statistics to be necessary because of contagious disease or other extreme emergency for health reasons. All approved Saturday, Sunday and holiday burials must be scheduled to arrive in the cemetery no later than 12:00 noon and are subject to defined fees. (Legal holidays will be defined as per current City personnel rules affecting cemetery employees.) Funerals that occur on weekends or City recognized holidays will be subject to a weekend and holiday fee.

- N. Funeral Corteges. It shall be required of all funeral directors that they inform those attending funeral services in the cemetery that, whether or not they are arriving individually or in the funeral cortege, they must abide by all traffic and parking regulations. No automobile shall park on the grass at any time. Livestock in the cemetery is strictly prohibited at Highland Cemetery.

Section 8 - Disinterring Bodies

- A. Disinterment. The removal of the body of any deceased person, or disinterring or opening of the plot of any deceased person buried in the cemetery, shall not be done except under order by the court or removal permit properly executed by the Registrar of Vital Statistics, or under order of the City Council with a removal permit properly executed by the Registrar of Vital Statistics and then only by the City and under the supervision of the City Manager, provided a fee is paid as provided herein, and a disinterment affidavit has been properly completed and filed with the cemetery office. There is no requirement for the removal of cremated remains container of any deceased person except written consent in the form of an affidavit from the owner or legal heir of the plot. The removal of such remains shall only be performed by City staff or persons or firms preapproved by the City Manager. Witnesses to such removal, opening, or disinterment shall not be allowed except where required by law, provided further that such disinterment's shall be done in conformity with Wyoming State Law.
- B. Traditional Double Burial Disinterment. In cases of double traditional burials in a single plot, no disinterment will be allowed for the lower of the two remains, unless removal is approved by the City Manager, or ordered by the courts. In the event a court order is issued, disinterment will then only be allowed with a pre-payment for additional costs associated with hiring a contractor, and/or leasing of the appropriate equipment to remove the vault from the deeper trench, in compliance with Occupational Safety and Health Act (OSHA) standards for workers in confined spaces. The cost of this disinterment will be the contractor's cost, plus ten percent (10%).
- C. Services Provided. The services provided in connection with disinterment's include removing the remains of the deceased, the casket if any, and the burial receptacle, placing the same on top of the ground, and backfilling the empty burial space in the plot. The party responsible for removal of the disinterred remains from the cemetery grounds must do so forthwith.
- D. Disinterment Liability. The City shall endeavor to exercise the utmost care in carrying out a disinterment but it assumes *no liability* for damage to any casket, burial receptacle, the remains of the deceased, or any other property during the disinterment process.

E. Disinterment Fees: Fees for disinterment services shall be as follows:

<i>Adult Traditional/Indigent Traditional/ Mausoleum</i>	
Disinterment	\$ 2000 2100
Reinternment	\$ 600 700

<i>Columbarium</i>	
Disinterment	\$ 150 200
Reinternment	\$ 150 200

<i>Cremains/ Indigent Cremains</i>	
Disinterment	\$ 250 300
Reinternment	\$ 250 300

<i>Infant</i>	
Disinterment	\$ 600 700
Reinternment	\$ 300 400

Section 9 - Abandoned and Unoccupied Cemetery Plots or Niches.12

- A. Abandoned and Unoccupied Cemetery Plots or Niches. The City of Casper reserves the right to reclaim abandoned and unoccupied cemetery plots or niches where there has been no contact or knowledge of the owners, heirs, or assigns for more than fifty (50) years. These plots or niches shall be declared abandoned by giving notice served by registered mail to such owners, heirs, or assigns. If an address cannot be ascertained, a notice shall be given by publication allowing owners, heirs, or assigns thirty (30) days in which to advise the City Manager of their identity, address, and to provide documentation establishing their legal claim. In such event, the City will not declare the plots or niches abandoned. So long as the plots or niches remain unsold, the owners, heirs, or assigns may reclaim them by identifying themselves and establishing their right to such plots or niches.
- B. Failure to Communicate. Upon failure of the owners, heirs, or assigns to communicate with the City of Casper, the City Council shall, by resolution, declare such plots or niches abandoned. Thereafter, the City may resell such plots or niches but shall place in trust an amount of money equivalent to the original selling price for such plots or niches for payment to the owners, heirs, or assigns. Said trust fund shall be placed in legal investments and the earnings or interest therefrom shall annually be deposited to the City of Casper general fund. The owners, heirs, and assigns shall not be entitled to any interest or earnings of these monies. Money received from the resale of such plots or niches and deposited in such trust fund may be withdrawn by the City Clerk/Treasurer and placed in the general fund if not claimed by the owners, heirs, or assigns within 25 years after being deposited.

Section 10 - Monuments and Mausoleums.

- A. General. No monument shall be placed until all plot and interment fees have been paid, and a completed setting permit has been filed with the cemetery office. Any person desiring

to erect a monument or other improvement upon any plot in the cemetery shall do so under the supervision of the city manager and in compliance with such rules and regulations governing the same as may be adopted and in force at the time. The City of Casper reserves the right to move or remove any monument or improvement not in compliance with resolution or supervisory guidelines. All costs associated with the relocation or movement of such improvement(s) may be billed to the owner(s) by the City of Casper.

- B. Completion Bond. Any contractor, person, or firm that sets one (1) or more mausoleums, or more than five (5) vaults, tombs, or any type of memorial or planter per year must be bonded for Ten Thousand Dollars (\$10,000.00) or post a cash bond of equal amount before the City Manager will authorize erection of such. A bond of Three Thousand Dollars (\$3,000.00) or cash bond of Three Thousand Dollars (\$3,000.00) is required for those setting five (5) or fewer memorials, planters, plaques, etc., per year before the City Manager will authorize erection of such. All bonds must be valid for and will be retained for a period of five (5) years for mausoleums and three (3) years for all others.
- C. Memorials. No right of interment owner shall erect or place or cause to be erected or placed, on any plot(s) in the cemetery, a memorial that has not been approved by City Manager.
- D. Monument Placement. All monuments, memorials, mausoleum placements, and other improvements will be permitted and located by cemetery staff. ~~The fee for such permit will be Thirty Dollars (\$30.00) for any raised marker purchased prior to 2015.~~ The fee for such permit for a raised marker that stands up to twenty-four (24) inches in height, measured from the ground to the top of the marker, shall be Fifty Dollars (\$50.00). The fee for such permit for a raised marker that stands taller than twenty-four (24) inches in height will be One Hundred Dollars (\$100.00). The fee for such permit for a flush mounted marker that stands no taller than one half (1/2) inch in height will be waived. The appropriate fee is due prior to the setting of the stone. All monuments or headstones must be in line with surrounding monuments or headstones. Where permitted, footstones must be mounted flush with the ground. Monuments or headstones should be placed so that the name can be read from the nearest road on outline plots and from the alley on all others (this will require some monuments being placed at the foot of the plots in Section E). Areas reserved for mausoleums are Blocks 4, 5, 13, 104, and 106.

Areas requiring flush markers are Blocks 126, 128, 129, 159, 160, ANY PLOT NEAR OR ADJACENT TO AN IRRIGATION HEAD, ~~the area adjacent to the South Boundary fence next to Block 215 through 221,~~ the roadway between Blocks 7, 8, 9, 10, and all of Lot 22, Section E. All other blocks in Highland Cemetery may use upright markers. Any plot in areas of the cemetery originally converted from alleys must have flush markers only. All new areas developed in the cemetery will be designated for either "flush only" or "upright or flush" by the City Manager.

The City Manager is authorized to designate additional "flush only" blocks at any time. In flush marker areas, no upright obstacles (vases, wreathes, plantings, etc.) are allowed at any time other than the one (1) week preceding and two (2) weeks following Memorial Day.

- E. Columbarium Engravings. Engravings will be allowed on columbaria on the 10.5x10.5- inch-wide panels. Designs are allowed in a 4x9 inch area within the panel only. The uniform fonts as listed on the engraving template are the Vermaco and Mon. Condensed. The last name is to be no taller than 1 inch, the first name no taller than .875 inches, and the dates of birth and death no taller than .75 inches.
- F. Mausoleums. No mausoleum may be erected without first submitting the plans and specifications to the City Manager for written approval. All plans and specifications must conform to the laws of the State of Wyoming as well as all local regulations. Foundations for mausoleums, tombs, or vaults shall be of concrete poured to a depth of not less than six (6) inches below the frost line as is designated by the City Manager. Mausoleums, tombs, or vaults shall be constructed only on blocks designated for that purpose by the City Manager. Placement of mausoleums in other areas may be allowed with written permission from the City Manager. The seller from whom the mausoleum is purchased is to guarantee that the stone used is of first quality and free from rust, stains, and natural faults which might cause chips or cracks to appear in the future. Guarantee shall be for a period of five (5) years minimum.
- G. Foundations. Where foundations for markers, monuments, and other like things are installed, they should be constructed with five (5) inches extended on all sides of the base and should contain sufficient base depth (minimum four (4) inches) for the solid support of item installed. Any deviations or exceptions to these requirements must have approval of the City Manager, and must be detailed on the completed permit. Mausoleums or tomb foundations will come under the specifications for such structures.
- H. The Right to Remove. Should any monument, mausoleum, or tomb in the opinion of the City Manager become unsightly, dilapidated, or dangerous to cemetery visitors, the City Manager shall have the right, at the expense of the monument, mausoleum, or tomb owners, either to correct the condition or to remove same. In the event a body is interred on any block so involved, the City Manager, at his discretion, shall have the right after prior notice if such may be practically given, to remove any remains thus interred on the area and to place same in single plots to be chosen by the City Manager for temporary interment until the situation necessitating the removal is corrected, such to be done in conformance with Wyoming Statutes.
- I. Regulations for Cemetery Work. Persons erecting monuments or doing work of any kind in the cemetery will be held responsible for any damage done by them to trees, grass, or any property and shall conform to the following:
1. Before doing work of any kind, it shall be necessary to obtain directions and consent from the City Manager, who shall have complete supervision.
 2. No person shall disturb the sod on any lot or plot or make or remove any plantings except in accordance with the rules and regulations and with the permission of the City Manager.

3. All work shall be done as rapidly as possible and any rubbish shall be immediately removed by those responsible. No rubbish or materials of any kind shall be scattered or placed upon any other burial space.
 4. In the erection of monuments, any necessary posts, ropes, or wires shall be secured in the alleyways. No ropes or wires shall be attached to other monuments or to trees. In unloading monuments, planks shall be used where necessary to protect the grass.
- J. Cemetery Responsibility. The Cemetery will not be responsible under any circumstances for any loss or damage to any marker, monument, mausoleum, vase, or other fixture placed on any burial plot where such loss or damage shall be caused by thieves, vandals, accidents, or any act of God. Further, the City will not be responsible for mistakes made in the placement or engraving of any memorial.
- K. Prohibited Monument Materials. In the best interest and in the protection of plot owners, memorials of concrete, artificial wood, tin, iron, porcelain, glass, clay, composite, plastic or any other man-made material will not be permitted to be erected in any City-owned cemetery.
- L. Agreement. Monument builders and contractors erecting any monuments, markers, memorials, foundations, and other similar things in the cemetery, must agree to do so in conformity with the cemetery requirements and in accordance with the Trade Standard of proper methods of handling and setting same. If any fault which results from any improper setting develops within five (5) years of the date of placement in the cemetery, such fault will be rectified by the builder or contractor without cost to the cemetery.
- M. Corner Markers. Lot corner markers or family plot markers shall be made of monumental stone of the same kind as the monument and placed flush with grade. All such items must be set by an authorized bonded contractor or dealer.
- N. Outside Workmen. All workmen employed by outside contractors or firms are subject to the regulations of the cemetery while working within the cemetery.

Section 11 - Decorations.

- A. Allowed Decorations. No person shall place upon any burial plot anything other than flowers, wreaths, flags, or other temporary decorations and such receptacles except as provided in this section.
- B. Lost Decorations. The City shall not be held liable for lost, misplaced or broken decorations or flower vases or for damage caused by the elements, thieves, vandals, or by causes reasonably beyond its control. The City reserves the right to regulate the method of decorating lots and the right to regulate decoration so that a uniform beauty may be maintained.

- C. Prohibited Articles and Receptacles. Any fragile materials, tin cans, glass jars, ceramic figurines, and pottery, etc., or other temporary container that does not conform to the surroundings, are prohibited. The placing of any box, can, shell, toy, ornament, sign, plant hanger, pole or staff, card, or other similar article upon any grave shall not be permitted (without permission of the City Manager) to remain on a plot site longer than two (2) weeks due to safety and maintenance concerns. These items are allowed only during Memorial Day, Thanksgiving, Christmas, Easter, or the deceased's birthday, and are limited to two (2) such items per plot at any time. If any of the above articles are placed on a plot not conforming to the above guidelines, or become unsightly or unkept, the cemetery reserves the right to remove them without notice to the owner. Neither the City nor its employees shall be liable in any way for removal of any of the above articles. No concrete, gravel, stone, or brick paths, or artificial walks will be permitted. Copper, brass, aluminum, concrete, marble, fiberglass, redwood, or comparable material will be acceptable for planters and vases. The cemetery reserves the right to regulate the decoration of plots to insure that beauty can be maintained and proper maintenance can take place.
- D. Rubbish Receptacles Provided. The throwing of rubbish anywhere within the cemetery grounds is prohibited other than inside a receptacle.
- E. Erection of Fences, Copings, Hedges, Etc., Prohibited. No person shall erect a fence, coping, corner-post, hedge, or other boundary marker upon any plot, lot, or block.
- F. Potted Plants and Flowers. Potted plants will be allowed to remain as grave decoration as long as they remain in good appearance and as long as they are placed on or near the headstone and do not obstruct the general maintenance of the cemetery. Cut flowers are allowed at all times but must be in acceptable containers and will be removed when they become unsightly. The cemetery assumes no responsibility for the maintenance of private plantings and reserves the right to remove or modify these plantings at any time and for any purpose.
- G. Memorial Day Decorations. All temporary decorations and artificial flowers assembled on the grass or plots shall be picked up starting two weeks after Memorial Day. These flowers and decorations will be stored for two weeks at the Cemetery Garage before being discarded. Cemetery vases and cans sold by local florists and retailers will be allowed for this two-week period only. Neither the City nor its employees shall be liable in any way for removal of any of the above articles.
- H. Christmas Decorations. Winter decorations, Christmas wreaths and grave blankets placed on plots within the cemetery may be permitted to remain from December 1 through March 1. Neither the City nor its employees shall be liable in any way for removal of any of the above articles.

Section 12 - Miscellaneous Restrictions.

- A. Improper Assemblages. The City Manager shall have the power to prevent improper assemblages and boisterous and unseemly conduct. The City Manager shall have the power

to enforce all ordinances, rules, and regulations pertaining to the cemetery and to exclude from the cemetery any person or persons found in violation thereof. The City Manager shall have charge of the cemetery grounds and buildings and at all times shall have supervision and control over all persons in the cemetery.

- B. Intoxicating Liquors Prohibited. The bringing of intoxicating liquors into any cemetery is strictly forbidden.
- C. Children Restrictions. Children under fifteen (15) years of age will not be permitted in the cemetery unless accompanied by an adult or unless given prior permission by the City Manager.
- D. Traffic and Safety Regulations. It shall be unlawful for any person to drive at a greater speed than fifteen (15) miles per hour in the cemetery. No heavy trucks or vehicles with heavy loads will be permitted in the cemetery without first obtaining the permission of the City Manager.
- E. Damaging Cemetery Property Prohibited. The penalty for any person who shall injure, deface, or otherwise damage or remove any headstone, urn, monument, tree, shrub, flower, funeral flowers, floral pieces, vase, or other property in any cemetery shall be as provided by any applicable laws.
- F. Notices or Advertisements. No signs, notices or advertisements, other than those created by the City related to cemetery business, shall be permitted within the cemetery grounds.
- G. Noise Restrictions. During funeral services all construction, loud talking, or other activity on cemetery property that might interfere with services is prohibited.
- H. Improprieties. All persons in the cemeteries shall conduct themselves with a level of decorum appropriate to the solemnity of the purposes and uses of the cemeteries and with respect for other persons and for property within the cemeteries.
- I. Firearms. Except for firearms used in connection with the ceremonies of the military burial, none shall be permitted in the cemetery without special written consent of the City Manager.

Section 13 - Errors, Amendments, Exceptions

- A. Errors. The City Manager shall have the right to correct any errors that may be made by him, or his employees, either in making interments, disinterment's and removals, or in the description, transfer, and conveyance of any interment property. This may be done either by directing the canceling of such conveyance and substituting a conveying in lieu thereof other interment property of equal value or by refunding the amount of money paid on account of said purchase. In the event such error shall involve the interment of the remains of any person in such property, the City reserves the right to remove and transfer such remains so interred to such other property of equal value and similar locations as

may be substituted in lieu thereof. The City Manager shall in no way be liable for any delay in the interment of a body where a protest to the interment has been made, or where there has been a failure to comply with the ordinance or these rules and regulations. The City Manager shall be under no duty to recognize any protest of interment unless they are in writing and filed in the Office of the City Manager.


- B. Amendments. The City may choose, and hereby expressly reserves the right to adopt new rules or regulations or to amend, alter and/or repeal any rule, regulation, article, section, paragraph or sentence in these rules and regulations. Such new or amended rules and regulations shall be binding on the right of interment owners of all lots and burial spaces regardless of the date such right of interment owner acquired the right of interment. These rules and regulations, having been adopted by resolution of the City Council, may only be amended by adoption of a subsequent resolution.
- C. Hardship Exceptions. Special cases may arise in which the literal enforcement of a rule may impose unnecessary hardship. The City, therefore, reserves the right for the City Manager to, without notice, make exceptions, suspensions or modifications in any of these rules or regulations, when, in his/her judgment, the same appear advisable; and such temporary exceptions, suspensions or modifications shall in no way be construed as affecting the general application or enforcement of these rules and regulations.

BE IT FURTHER RESOLVED: That this resolution shall become effective _____ day of _____, 2019.

BE IT FURTHER RESOLVED: That resolution No. is hereby rescinded.

PASSED, APPROVED AND ADOPTED this _____ day of _____, 2019.

APPROVED AS TO FORM:



CITY OF CASPER, WYOMING
A Municipal Corporation

ATTEST:

Fleur D. Tremel
City Clerk

Charles Powell
Mayor

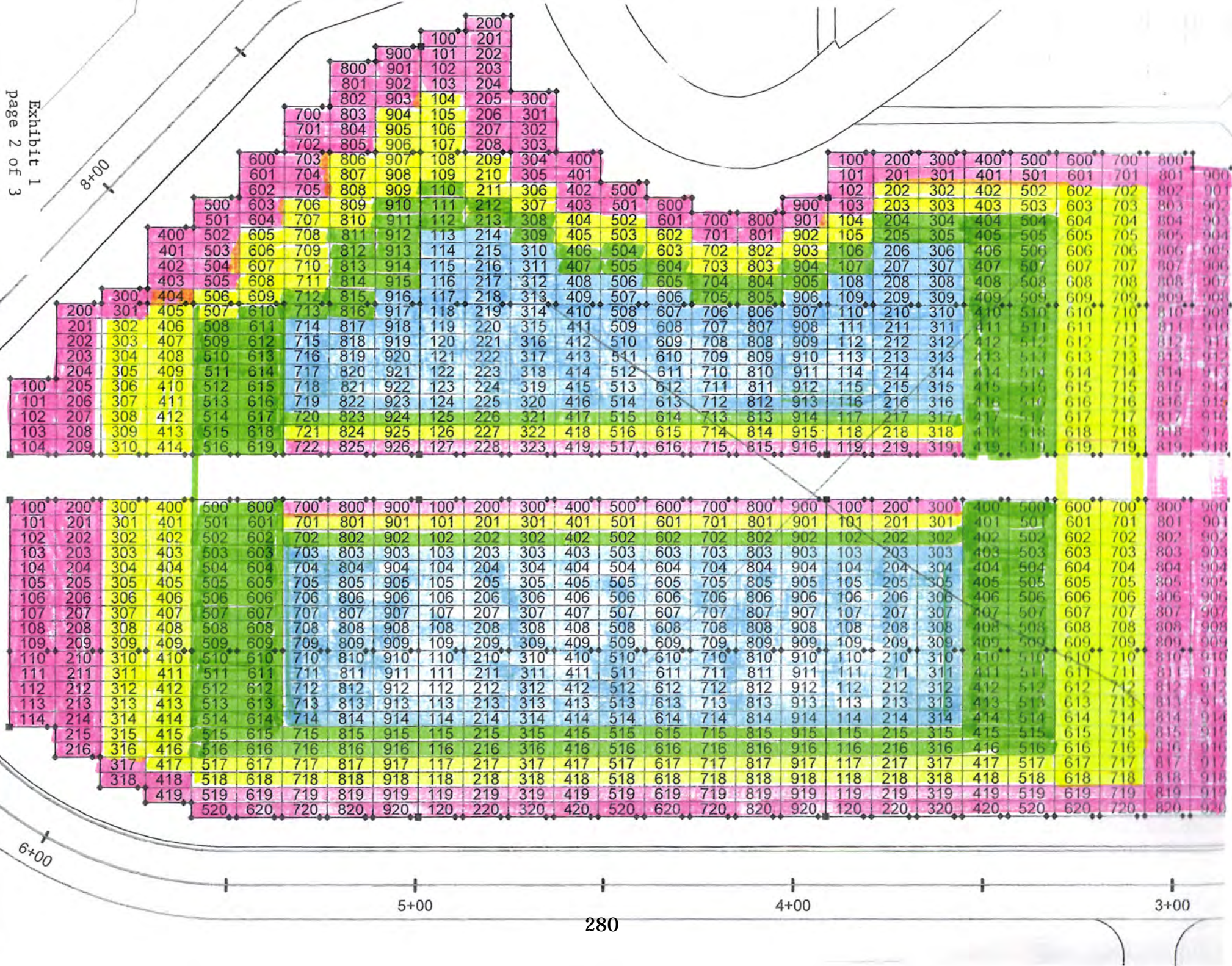
PROPOSED 2020 PLOT TIER PRICING

- **Full-size plots** (used for traditional casket burial and or cremains)
 - TIER ONE - \$1000.00 PINK
 - TIER TWO \$900.00 YELLOW
 - TIER THREE \$700.00 GREEN
 - TIER FOUR \$500.00 BLUE
- **Cremation underground plots:**
 - TIER ONE \$600.00 PINK
 - TIER TWO \$500.00 YELLOW
 - TIER THREE \$400.00 GREEN
 - TIER FOUR \$300.00 BLUE
- **Columbarium Niche Wall**
 - Row one and two \$1000.00
 - Third Row \$600.00
 - Fourth Row \$500.00
 - Fifth or Bottom Row \$400.00
 - Monuments next to or near an irrigation head are restricted to a flat flush monument. Flat flush markers will be allowed in the grass area of a plot where only flat flush markers are allowed.

The purpose of the TIER PRICING is to improve sales of the less desired plots.

Based on the history of sales when plots all cost the same everyone will choose premium and don't move interior until forced to.

Less desired plots include interior plots and plots with a high water table.



400	500	
401	501	
402	502	
403	503	
404	504	
405	505	
406	506	
407	507	
408	508	608
409	509	609
410	510	610
411	511	611
412	512	
413	513	
414		
415		

1	3	6	10	15	22	30	40	52	66	80	94	16	39	72	111	153	195
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RESOLUTION NO.19-248

A RESOLUTION REGULATING THE OPERATION OF HIGHLAND CEMETERY AND ESTABLISHING FEES, SERVICES AND SALES POLICIES, RULES AND REGULATIONS.

WHEREAS, the City of Casper desires to regulate the operations of the Highland Cemetery and establish fees for services and sales related to these operations.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: Fees, services and sales policies, and rules and regulations for the Highland Cemetery are hereby established as follows, effective January 1, 2020.

Section 1.

It shall be unlawful for any person to be buried at any place within the limits of the City of Casper, Wyoming, other than in a lawfully established cemetery.

Section 2 - Definitions.

Glossary of Terms. Terms included and referenced in this resolution:

- *Block*- A piece of land comprised of several lots.
- *Burial*- The practice of opening a cemetery plot and interring a deceased body, followed by the closing of said plot.
- *Cemetery*-Unless otherwise specified all sections of this resolution with the word "cemetery" shall apply to all current and future City-owned cemeteries.
- *City Manager* – Whenever the words "City Manager" are used in this resolution it shall be construed to mean the City Manager, or other duly authorized representative.
- *Columbarium* – An above-ground room, building or structure with niches for urns to be stored.
- *Columbarium Niche*- Allocated space within a columbarium for an urn or container.
- *Cremains*- A person's cremated remains (ashes).
- *Cremains Inurnment*- To bury the cremated remains of a person.
- *Cremains Plot*- A piece of land allocated for the inurnment of cremated remains.
- *Cremains Position* – A space within a traditional or cremains plot allocated for an urn or cremains container.
- *Double Depth Traditional Burial*- The interment of two (2) traditional burials in a single plot, with the lower of the two remains at no less than seven and one-half (7 1/2) feet in depth.
- *Double Depth Traditional Plot* – A piece of land allocated for two traditional full body burials, dug to appropriate depth to house one body on top of another.
- *Infant Plot*- A piece of land allocated for the burial of a deceased infant.
- *Lot*- A piece of land comprised of several plots.
- *Mausoleum*- A building, especially a large and stately one, primarily housing traditional casket burials.

- *Mausoleum Space* – A piece of land allocated for the placement of an above ground mausoleum and not for burial.
- *Plot*- A piece of land allocated for one traditional burial and or cremated remains.
- *Traditional Burial* – A standard burial of a person wherein the body has not been cremated.
- *Vault*- A lined and/or sealed outer receptacle that houses the casket.

Section 3 - Operating Hours.

- A. Dates and Times Cemetery Will be Open. The cemetery will be open between 8:00a.m. and sunset year round. It is unlawful for any person to be in the cemetery during any other hours without the permission of the City Manager. Violators will be prosecuted as trespassers.
- B. Cemetery Office Hours. The Cemetery Office shall be open from 10:00 a.m. to 2:00 p.m. Monday through Friday. The Cemetery Office will be closed on all City-observed legal holidays except Memorial Day.

Section 4.

- A. Duties of the City Manager as to Management of the Cemetery. Duties of the City Manager shall be as follows:
1. The City Manager shall establish rules and regulations for the management, operation and maintenance of the cemetery, which rules will be filed in the Office of the City Clerk and at the cemetery office, and which rules and regulations must be approved and adopted by the City Council by resolution action and shall be subject to any limitations and restrictions set forth herein.
 2. The City Manager shall manage, operate, and maintain the cemetery and see that no plot or niche therein is used or occupied in violation of this resolution or any rule or regulation promulgated under this resolution.
 3. The City Manager shall be charged with the duty of collecting all monies due and payable to the City for plots or niches in the cemetery and other monies due and payable by reason of the operation and maintenance of the cemetery.
 4. The City Manager shall be charged with the duty of issuing all burial permits in the cemetery and seeing that graves are open and excavated in the proper plots of ground, keeping a record showing when the plots were sold, to whom sold, the time of sale thereof, the price paid or to be paid therefore, by whom and to whom a permit is issued, or monies received by him under the provisions of this article and such other information as shall be deemed advisable by the City Council.
- B. Right to Replat, Regrade and Use Property. The right to enlarge, reduce, replat and/or change the boundaries or grading of the cemetery or a section or sections, from time to time, including the right to modify and/or change the locations of or remove or regrade roads, drives and/or walks, or any part thereof, is hereby expressly reserved. The right to lay, maintain and operate or alter or change pipelines and/or gutters of sprinkling systems,

drainage, lakes, etc., is also expressly reserved; as well as the right to use the cemetery property, not sold to right of interment owners for cemetery purposes, including the interring and preparing for interment of human bodies, or for anything necessary, incidental or convenient thereto. The City reserves itself, and to those lawfully entitled thereto, a perpetual right to ingress and egress over plots for the purpose of passage to and from other plots.

- B. No Interment Rights Granted in Roadways. No interment rights are granted to individuals in any road, drive, or walk within the cemetery. Roads, drives or walks shall be used as a means of access to or within the cemetery during normal operating hours.

Section 5 - Plot and Niche Sales.

A. Cemetery Plot Certificate.

1. No cemetery plot certificate for any plot in the cemetery shall be issued and no title for same shall pass until a full purchase price has been paid to the City nor until other expenses and charges payable to the City have been paid, and all such certificates shall be issued by the City Manager under the seal of the City, signed by the Mayor and attested by the City Clerk. Columbarium niches at Highland Cemetery will be issued a Right of Interment Certificate once full purchase price has been paid.
2. At the time each burial is scheduled, the mortuaries must notify the cemetery office of payment responsibility for the City's charges. Any billing to the mortuary or funeral home is subject to the terms and conditions of the City of Casper billing system. Delinquent notes bear interest at the rate of ten percent (10%) per annum and no further credit shall be extended to the maker of any note which has not been paid within six (6) months from the date of execution.

- B. Infant Burials. The purchase plot price and other fees will be waived for infant burials. Infant plots will only be provided upon receipt of a death certificate.

- C. Purchase Price of Plots. The purchase price of plots in any cemetery shall be:

Adult Traditional Plot (4' x 10'):	
TIER ONE	\$1000
TIER TWO	\$900
TIER THREE	\$700
TIER FOUR	\$500
Columbarium Niche:	
TOP TWO ROWS	\$1000
THIRD ROW	\$600
FOURTH ROW	\$500
BOTTOM ROW	\$400
Cremains Plot (4' x 4'):	
TIER ONE	\$600
TIER TWO	\$500
TIER THREE	\$400

TIER FOUR	\$300
Indigent Cremains Plot (4' x 4'):	\$200 TIER FOUR PLOT ONLY
Indigent Traditional Plot (4' x 10'):	\$300 TIER FOUR PLOT ONLY
Infant Plot (3' x 5'):	No Fee
Mausoleum Plot (12' x 14'):	\$2250

The tiers and rows are shown on the map attached to the resolution as Exhibit 1, which is hereby made a part of this resolution.

- D. Perpetual Care. Those plots which were sold prior to 2012 and the institution of a perpetual care charge will be assessed the perpetual care fee at the time of interment, deed transfer, additional remains interment, or recording of burial information when the recording fee is assessed. The perpetual care fee is included in the price of plots purchased after 2012.

Adult Traditional Plot (4'x10'):	\$250
Infant Plot (3' x 5'):	No fee
Cremains Plot (4' x 4'):	\$200

- E. Change of Address of Plot or Niche Owners. It shall be the duty of the plot or niche owners to notify the City of Casper of any change in its mailing address. Any notice sent to property owner's last address on file in the Cemetery Office shall be considered sufficient and proper legal notification in correspondence matters.
- F. Transfer or Assignment must be filed with the City Manager. No transfer or assignment of any plot or niche shall be valid unless filed in writing in the cemetery office. Only plot or niche owners of record shall be recognized by the City Manager. A recording fee of Fifty Dollars (\$50.00) (paid by the seller) will be charged for any transfer or assignment. Outstanding fees must be paid prior to any transfers or assignments.
- G. Private Space Sale by the City. If, for any reason, it becomes necessary for the plot or niche owner to dispose of his or her interest in any plot or niche, the owner may list with the city to broker said plot or niche. The City will receive twenty-percent (20%) of the sale price for the plot or niche only as compensation for expenses associated with the sale, including advertising, personnel costs, and other costs. The buyer of the plot or niche will be responsible for payment of all costs incurred by the city at the time of the transfer. Listing of plot or niche will be done in the cemetery office. If the perpetual care fee has not been paid on such plot, the fee will be paid by the buyer at the time of the transfer.
- H. Correction of Errors. The City reserves the right to correct any errors made by it in the description of the location of the plot or niche to which the right of interment is conveyed, either by canceling the sale and substituting in lieu thereof other burial plot(s) or niche(s) of equal value and in a similar location, or in the sole discretion of the City, by refunding the amount of money paid for said right of interment.

Section 6 - Burial Charges.

Prior to grave opening, the purchaser shall pay to the City for complete interment service, with all necessary equipment, as follows:

Adult Traditional

Burial Fee	\$ 700
Evening Fee (Charged after 4:00PM week days)	\$ 200
Weekend and Holiday Fee	\$ 600
Double Depth:	
Bottom/Lower Remains of a double depth burial	\$1200

Mausoleum Entombment

	\$240
Evening Fee (Charged after 4:00 pm weekdays)	\$175
Weekend and Holiday fee	\$300

Columbarium

Burial Fee	\$200
Evening Fee (Charged after 4:00PM week days)	\$200
Weekend and Holiday Fee	\$300

Cremains

Burial Fee	\$400
Evening Fee (Charged after 4:00PM week days)	\$300
Weekend and Holiday Fee	\$400
Additional Cremains (In Addition to Burial Fee)	\$100

Indigent Cremains

Burial Fee	\$100
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Indigent Traditional

Burial Fee	\$200
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Infant

Burial Fee	\$0
Evening Fee (Charged after 4:00PM week days)	\$200
Weekend and Holiday fee	\$400

Recording Fee	\$50
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Section 7- Burial Procedures.

Only the interment of human remains is allowed in the cemetery.

Only persons or firms authorized by the City Manager shall be allowed to open or excavate any plot, for any purpose.

The procedure to be followed before interring human remains in any cemetery shall be as follows:

- A. Location of Burial Plot. When instructions regarding the location of a burial plot cannot be obtained or are indefinite, or when, for any reason, the burial plot cannot be opened where specified, the City Manager may, upon his/her discretion, open it in such location on the plot as he/she deems best and proper; and the City shall not be liable for damages resulting from any such change.
- B. Graveside Services. Customers may host formal graveside funeral services for the deceased. Cemetery personnel will prepare for such graveside services by cleaning the grave or columbarium area, providing burial canopy when appropriate, providing chairs and similar funerary furnishings as appropriate, and similar services. The preparation of the gravesite for formal services and the provision of related graveside services by Cemetery personnel will require the payment of a Two Hundred Dollar \$200.00 graveside service fee (Small shelter 10x10 Tent) or Three Hundred Fifty Dollar \$350.00 graveside service fee (Large hard top canopy where accesable).
- C. Responsibility and Control. Once in the cemetery, the deceased, the burial container and/or other related equipment are considered under the responsibility and control of the attending funeral director or their assistant until cemetery personnel arrive at the gravesite for the purpose of closing the plot. Until then, the funeral director may perform any service required by them or the family of the deceased as they deem appropriate without liability to the City of Casper, or its employees.
- D. Adult Burial. Traditional adult burial will be in an area four (4) feet wide by ten (10) feet long, and no less than five (5) feet in depth. A traditional infant burial will be in an area three (3) feet wide by five (5) feet long, and from three (3) to four (4) feet in depth. For double traditional burials, the lower of the two remains shall be confined in a double depth certified vault. Double traditional burials will only be allowed if a plot was purchased prior to 2013 and arrangements were made at that time for a double depth burial.
- E. Cremains.
 - 1. No surface scattering of cremains shall be allowed. All cremains must be interred (or enclosed in a container previously approved by Cemetery Management) within a designated and recorded plot or columbarium niche. All disposition of remains are to be recorded with the cemetery office. Individual interred cremains shall be allocated a designated cremains position of no less than two (2) feet by two (2) feet.
 - 2. No more than four (4) cremains in containers (urns) may be interred in a single traditional adult plot (four (4) feet by ten (10) feet), in addition to one (1) traditional burial beneath the urns, unless otherwise noted or assessed by the City Manager. Urns or urn vaults shall not exceed a cremains position of approximately two (2) feet by two (2) feet. No more than two (2) cremains in containers may be interred in a designated cremains plot (four (4) feet by four (4) feet).
 - 3. In order to inter cremated remains in the cemetery, either in the ground or in a monument foundation, an interment permit must be obtained from the cemetery office

or the applicable fee(s) paid to the cemetery office. The Additional Remains Fee shall be applicable when an additional set of cremains is added to a cremains position within an Adult Traditional plot. The person(s) requesting interment of cremated remains may choose any adequate container for the cremated remains approved by the City Manager. The City shall not be liable for the protection of the cremated remains. In the event that the cremated remains must be relocated for any reason, the City shall not be responsible for any damage to the cremated remains or the container.

HEADSTONE	
4'W X 2'L	
2' X 2'	2' X 2'
POSITION 1	POSITION 2

*4' x 4' Cremains Plot and
Allotted Cremains Positions*

HEADSTONE	
4'W X 2'L	
4' X 2'	4' X 2'
POSITION 1	POSITION 2
4' X 2'	4' X 2'
POSITION 3	POSITION 4

*4' x 10' Adult Traditional Plot
and allotted Cremains Positions
over a casket burial*

- F. Delays in Interment. The City shall in no way be held responsible for any delay in the interment of a body where a protest to the interment has been made, or where these rules and regulations have not been complied with; and, further, the City reserves the right under such circumstances to either not receive the remains, or to place the remains in a receiving vault until the full rights have been determined. The City shall be under no obligation to recognize any protests of interments unless they are made in writing and filed with the cemetery office.
- G. Permit. The purchaser shall secure from the City Manager a permit showing the provisions of this article have been complied with, the lot and block number in which the plot is to be opened, which permit shall entitle him to the services rendered by the City relative to the opening and closing of the grave, furnishing grass, and lowering device; provided, however, in case of any burial on lands in the cemetery owned by or reserved by Natrona County or any lodge organization, an additional permit must be obtained from the County, lodge, or other organization.

- H. Vital Statistics. The burial certificate, or permit, issued by the registrar, under the provisions of vital statistics of the vital statistics laws of the State, shall be deposited with the City Manager.
- I. Double Traditional Burial Plots. In the case of double traditional burial plots, the lower of the two remains shall be confined in a double depth certified vault.
- J. Removal of Shrubs and Trees. The City, when deemed necessary by the City Manager, in order to provide for an adequate plot opening, may remove shrubs and trees without notification to the adjoining grave owners. Replacement will be at the discretion of the City Manager.
- K. Notice of Burials. It shall be the responsibility of each person or firm to make necessary arrangements for burials at least twenty-four (24) or forty-eight (48) hours prior to such burials, all as further described below. Neither the City nor any of its employees shall in any way be liable for any delay of burial services when the required notice is not given. In addition, the person or firm making the arrangements should clear them through the Cemetery Office before final burial.

The cemetery, in order to provide sufficient time for the opening of plots or niches, requires the following for all funeral orders to be scheduled as follows

- 1. Traditional Burial
A (48) Forty-eight-hour notice is required. All orders for funerals scheduled for Saturday or the first day of the work week must be in the cemetery office by 11:00 AM Thursday of the preceding week. Funeral orders brought in after 10:00 AM on Friday (or the last working day of the week) can be scheduled no earlier than 11:00 AM Tuesday of the following week.
- 2. Cremains Inurnment/Burial
A (24) Twenty-four-hour notice is required. For funerals scheduled for Saturday or the first day of a working week be in the Cemetery Office by Noon (12:00) Friday of the preceding week. Funeral orders brought in after 12:00 Noon on Friday (or the last regular working day) can be scheduled no earlier than Noon (12:00) on Monday of the next work week.
- L. Orders Given by Telephone. The City of Casper shall not be held responsible for any order given by telephone nor for any mistake occurring from the conversation as pertaining to instructions as to the particular plot or niche, size, and location where the interment is desired. Telephone instructions shall be followed immediately by written instructions from the funeral director or family, prior to the making of burial arrangements by the City.
- M. Saturday, Sunday and Holiday Burials. Saturday burials are permitted. No burial shall be permitted on Sunday or other designated legal holiday except with the express, written permission of the City Manager for religious or other reasons, or when certified by the

Registrar of Vital Statistics to be necessary because of contagious disease or other extreme emergency for health reasons. All approved Saturday, Sunday and holiday burials must be scheduled to arrive in the cemetery no later than 12:00 noon and are subject to defined fees. (Legal holidays will be defined as per current City personnel rules affecting cemetery employees.) Funerals that occur on weekends or City recognized holidays will be subject to a weekend and holiday fee.

- N. Funeral Corteges. It shall be required of all funeral directors that they inform those attending funeral services in the cemetery that, whether or not they are arriving individually or in the funeral cortege, they must abide by all traffic and parking regulations. No automobile shall park on the grass at any time. Livestock in the cemetery is strictly prohibited at Highland Cemetery.

Section 8 - Disinterring Bodies

- A. Disinterment. The removal of the body of any deceased person, or disinterring or opening of the plot of any deceased person buried in the cemetery, shall not be done except under order by the court or removal permit properly executed by the Registrar of Vital Statistics, or under order of the City Council with a removal permit properly executed by the Registrar of Vital Statistics and then only by the City and under the supervision of the City Manager, provided a fee is paid as provided herein, and a disinterment affidavit has been properly completed and filed with the cemetery office. There is no requirement for the removal of cremated remains container of any deceased person except written consent in the form of an affidavit from the owner or legal heir of the plot. The removal of such remains shall only be performed by City staff or persons or firms preapproved by the City Manager. Witnesses to such removal, opening, or disinterment shall not be allowed except where required by law, provided further that such disinterment's shall be done in conformity with Wyoming State Law.
- B. Traditional Double Burial Disinterment. In cases of double traditional burials in a single plot, no disinterment will be allowed for the lower of the two remains, unless removal is approved by the City Manager, or ordered by the courts. In the event a court order is issued, disinterment will then only be allowed with a pre-payment for additional costs associated with hiring a contractor, and/or leasing of the appropriate equipment to remove the vault from the deeper trench, in compliance with Occupational Safety and Health Act (OSHA) standards for workers in confined spaces. The cost of this disinterment will be the contractor's cost, plus ten percent (10%).
- C. Services Provided. The services provided in connection with disinterment's include removing the remains of the deceased, the casket if any, and the burial receptacle, placing the same on top of the ground, and backfilling the empty burial space in the plot. The party responsible for removal of the disinterred remains from the cemetery grounds must do so forthwith.
- D. Disinterment Liability. The City shall endeavor to exercise the utmost care in carrying out a disinterment but it assumes *no liability* for damage to any casket, burial receptacle, the remains of the deceased, or any other property during the disinterment process.

E. Disinterment Fees: Fees for disinterment services shall be as follows:

Adult Traditional/Indigent Traditional/ Mausoleum

Disinterment	\$2100
Reinternment	\$700

Columbarium

Disinterment	\$200
Reinternment	\$200

Cremains/ Indigent Cremains

Disinterment	\$300
Reinternment	\$300

Infant

Disinterment	\$700
Reinternment	\$400

Section 9 - Abandoned and Unoccupied Cemetery Plots or Niches.12

- A. Abandoned and Unoccupied Cemetery Plots or Niches. The City of Casper reserves the right to reclaim abandoned and unoccupied cemetery plots or niches where there has been no contact or knowledge of the owners, heirs, or assigns for more than fifty (50) years. These plots or niches shall be declared abandoned by giving notice served by registered mail to such owners, heirs, or assigns. If an address cannot be ascertained, a notice shall be given by publication allowing owners, heirs, or assigns thirty (30) days in which to advise the City Manager of their identity, address, and to provide documentation establishing their legal claim. In such event, the City will not declare the plots or niches abandoned. So long as the plots or niches remain unsold, the owners, heirs, or assigns may reclaim them by identifying themselves and establishing their right to such plots or niches.
- B. Failure to Communicate. Upon failure of the owners, heirs, or assigns to communicate with the City of Casper, the City Council shall, by resolution, declare such plots or niches abandoned. Thereafter, the City may resell such plots or niches but shall place in trust an amount of money equivalent to the original selling price for such plots or niches for payment to the owners, heirs, or assigns. Said trust fund shall be placed in legal investments and the earnings or interest therefrom shall annually be deposited to the City of Casper general fund. The owners, heirs, and assigns shall not be entitled to any interest or earnings of these monies. Money received from the resale of such plots or niches and deposited in such trust fund may be withdrawn by the City Clerk/Treasurer and placed in the general fund if not claimed by the owners, heirs, or assigns within 25 years after being deposited.

Section 10 - Monuments and Mausoleums.

- A. General. No monument shall be placed until all plot and interment fees have been paid, and a completed setting permit has been filed with the cemetery office. Any person desiring

to erect a monument or other improvement upon any plot in the cemetery shall do so under the supervision of the city manager and in compliance with such rules and regulations governing the same as may be adopted and in force at the time. The City of Casper reserves the right to move or remove any monument or improvement not in compliance with resolution or supervisory guidelines. All costs associated with the relocation or movement of such improvement(s) may be billed to the owner(s) by the City of Casper.

- B. Completion Bond. Any contractor, person, or firm that sets one (1) or more mausoleums, or more than five (5) vaults, tombs, or any type of memorial or planter per year must be bonded for Ten Thousand Dollars (\$10,000.00) or post a cash bond of equal amount before the City Manager will authorize erection of such. A bond of Three Thousand Dollars (\$3,000.00) or cash bond of Three Thousand Dollars (\$3,000.00) is required for those setting five (5) or fewer memorials, planters, plaques, etc., per year before the City Manager will authorize erection of such. All bonds must be valid for and will be retained for a period of five (5) years for mausoleums and three (3) years for all others.
- C. Memorials. No right of interment owner shall erect or place or cause to be erected or placed, on any plot(s) in the cemetery, a memorial that has not been approved by City Manager.
- D. Monument Placement. All monuments, memorials, mausoleum placements, and other improvements will be permitted and located by cemetery staff. The fee for such permit for a raised marker that stands up to twenty-four (24) inches in height, measured from the ground to the top of the marker, shall be Fifty Dollars (\$50.00). The fee for such permit for a raised marker that stands taller than twenty-four (24) inches in height will be One Hundred Dollars (\$100.00). The fee for such permit for a flush mounted marker that stands no taller than one half (1/2) inch in height will be waived. The appropriate fee is due prior to the setting of the stone. All monuments or headstones must be in line with surrounding monuments or headstones. Where permitted, footstones must be mounted flush with the ground. Monuments or headstones should be placed so that the name can be read from the nearest road on outline plots and from the alley on all others (this will require some monuments being placed at the foot of the plots in Section E). Areas reserved for mausoleums are Blocks 4, 5, 13, 104, and 106.

Areas requiring flush markers are Blocks 126, 128, 129, 159, 160, ANY PLOT NEAR OR ADJACENT TO AN IRRIGATION HEAD, the roadway between Blocks 7, 8, 9, 10, and all of Lot 22, Section E. All other blocks in Highland Cemetery may use upright markers. Any plot in areas of the cemetery originally converted from alleys must have flush markers only. All new areas developed in the cemetery will be designated for either "flush only" or "upright or flush" by the City Manager.

The City Manager is authorized to designate additional "flush only" blocks at any time. In flush marker areas, no upright obstacles (vases, wreathes, plantings, etc.) are allowed at any time other than the one (1) week preceding and two (2) weeks following Memorial Day.

- E. Columbarium Engravings. Engravings will be allowed on columbaria on the 10.5x10.5- inch-wide panels. Designs are allowed in a 4x9 inch area within the panel only. The uniform fonts as listed on the engraving template are the Vermaco and Mon. Condensed. The last name is to be no taller than 1 inch, the first name no taller than .875 inches, and the dates of birth and death no taller than .75 inches.
- F. Mausoleums. No mausoleum may be erected without first submitting the plans and specifications to the City Manager for written approval. All plans and specifications must conform to the laws of the State of Wyoming as well as all local regulations. Foundations for mausoleums, tombs, or vaults shall be of concrete poured to a depth of not less than six (6) inches below the frost line as is designated by the City Manager. Mausoleums, tombs, or vaults shall be constructed only on blocks designated for that purpose by the City Manager. Placement of mausoleums in other areas may be allowed with written permission from the City Manager. The seller from whom the mausoleum is purchased is to guarantee that the stone used is of first quality and free from rust, stains, and natural faults which might cause chips or cracks to appear in the future. Guarantee shall be for a period of five (5) years minimum.
- G. Foundations. Where foundations for markers, monuments, and other like things are installed, they should be constructed with five (5) inches extended on all sides of the base and should contain sufficient base depth (minimum four (4) inches) for the solid support of item installed. Any deviations or exceptions to these requirements must have approval of the City Manager, and must be detailed on the completed permit. Mausoleums or tomb foundations will come under the specifications for such structures.
- H. The Right to Remove. Should any monument, mausoleum, or tomb in the opinion of the City Manager become unsightly, dilapidated, or dangerous to cemetery visitors, the City Manager shall have the right, at the expense of the monument, mausoleum, or tomb owners, either to correct the condition or to remove same. In the event a body is interred on any block so involved, the City Manager, at his discretion, shall have the right after prior notice if such may be practically given, to remove any remains thus interred on the area and to place same in single plots to be chosen by the City Manager for temporary interment until the situation necessitating the removal is corrected, such to be done in conformance with Wyoming Statutes.
- I. Regulations for Cemetery Work. Persons erecting monuments or doing work of any kind in the cemetery will be held responsible for any damage done by them to trees, grass, or any property and shall conform to the following:
1. Before doing work of any kind, it shall be necessary to obtain directions and consent from the City Manager, who shall have complete supervision.
 2. No person shall disturb the sod on any lot or plot or make or remove any plantings except in accordance with the rules and regulations and with the permission of the City Manager.

3. All work shall be done as rapidly as possible and any rubbish shall be immediately removed by those responsible. No rubbish or materials of any kind shall be scattered or placed upon any other burial space.
 4. In the erection of monuments, any necessary posts, ropes, or wires shall be secured in the alleyways. No ropes or wires shall be attached to other monuments or to trees. In unloading monuments, planks shall be used where necessary to protect the grass.
- J. Cemetery Responsibility. The Cemetery will not be responsible under any circumstances for any loss or damage to any marker, monument, mausoleum, vase, or other fixture placed on any burial plot where such loss or damage shall be caused by thieves, vandals, accidents, or any act of God. Further, the City will not be responsible for mistakes made in the placement or engraving of any memorial.
- K. Prohibited Monument Materials. In the best interest and in the protection of plot owners, memorials of concrete, artificial wood, tin, iron, porcelain, glass, clay, composite, plastic or any other man-made material will not be permitted to be erected in any City-owned cemetery.
- L. Agreement. Monument builders and contractors erecting any monuments, markers, memorials, foundations, and other similar things in the cemetery, must agree to do so in conformity with the cemetery requirements and in accordance with the Trade Standard of proper methods of handling and setting same. If any fault which results from any improper setting develops within five (5) years of the date of placement in the cemetery, such fault will be rectified by the builder or contractor without cost to the cemetery.
- M. Corner Markers. Lot corner markers or family plot markers shall be made of monumental stone of the same kind as the monument and placed flush with grade. All such items must be set by an authorized bonded contractor or dealer.
- N. Outside Workmen. All workmen employed by outside contractors or firms are subject to the regulations of the cemetery while working within the cemetery.

Section 11 - Decorations.

- A. Allowed Decorations. No person shall place upon any burial plot anything other than flowers, wreaths, flags, or other temporary decorations and such receptacles except as provided in this section.
- B. Lost Decorations. The City shall not be held liable for lost, misplaced or broken decorations or flower vases or for damage caused by the elements, thieves, vandals, or by causes reasonably beyond its control. The City reserves the right to regulate the method of decorating lots and the right to regulate decoration so that a uniform beauty may be maintained.

- C. Prohibited Articles and Receptacles. Any fragile materials, tin cans, glass jars, ceramic figurines, and pottery, etc., or other temporary container that does not conform to the surroundings, are prohibited. The placing of any box, can, shell, toy, ornament, sign, plant hanger, pole or staff, card, or other similar article upon any grave shall not be permitted (without permission of the City Manager) to remain on a plot site longer than two (2) weeks due to safety and maintenance concerns. These items are allowed only during Memorial Day, Thanksgiving, Christmas, Easter, or the deceased's birthday, and are limited to two (2) such items per plot at any time. If any of the above articles are placed on a plot not conforming to the above guidelines, or become unsightly or unkept, the cemetery reserves the right to remove them without notice to the owner. Neither the City nor its employees shall be liable in any way for removal of any of the above articles. No concrete, gravel, stone, or brick paths, or artificial walks will be permitted. Copper, brass, aluminum, concrete, marble, fiberglass, redwood, or comparable material will be acceptable for planters and vases. The cemetery reserves the right to regulate the decoration of plots to insure that beauty can be maintained and proper maintenance can take place.
- D. Rubbish Receptacles Provided. The throwing of rubbish anywhere within the cemetery grounds is prohibited other than inside a receptacle.
- E. Erection of Fences, Copings, Hedges, Etc., Prohibited. No person shall erect a fence, coping, corner-post, hedge, or other boundary marker upon any plot, lot, or block.
- F. Potted Plants and Flowers. Potted plants will be allowed to remain as grave decoration as long as they remain in good appearance and as long as they are placed on or near the headstone and do not obstruct the general maintenance of the cemetery. Cut flowers are allowed at all times but must be in acceptable containers and will be removed when they become unsightly. The cemetery assumes no responsibility for the maintenance of private plantings and reserves the right to remove or modify these plantings at any time and for any purpose.
- G. Memorial Day Decorations. All temporary decorations and artificial flowers assembled on the grass or plots shall be picked up starting two weeks after Memorial Day. These flowers and decorations will be stored for two weeks at the Cemetery Garage before being discarded. Cemetery vases and cans sold by local florists and retailers will be allowed for this two-week period only. Neither the City nor its employees shall be liable in any way for removal of any of the above articles.
- H. Christmas Decorations. Winter decorations, Christmas wreaths and grave blankets placed on plots within the cemetery may be permitted to remain from December 1 through March 1. Neither the City nor its employees shall be liable in any way for removal of any of the above articles.

Section 12 - Miscellaneous Restrictions.

- A. Improper Assemblages. The City Manager shall have the power to prevent improper assemblages and boisterous and unseemly conduct. The City Manager shall have the power

to enforce all ordinances, rules, and regulations pertaining to the cemetery and to exclude from the cemetery any person or persons found in violation thereof. The City Manager shall have charge of the cemetery grounds and buildings and at all times shall have supervision and control over all persons in the cemetery.

- B. Intoxicating Liquors Prohibited. The bringing of intoxicating liquors into any cemetery is strictly forbidden.
- C. Children Restrictions. Children under fifteen (15) years of age will not be permitted in the cemetery unless accompanied by an adult or unless given prior permission by the City Manager.
- D. Traffic and Safety Regulations. It shall be unlawful for any person to drive at a greater speed than fifteen (15) miles per hour in the cemetery. No heavy trucks or vehicles with heavy loads will be permitted in the cemetery without first obtaining the permission of the City Manager.
- E. Damaging Cemetery Property Prohibited. The penalty for any person who shall injure, deface, or otherwise damage or remove any headstone, urn, monument, tree, shrub, flower, funeral flowers, floral pieces, vase, or other property in any cemetery shall be as provided by any applicable laws.
- F. Notices or Advertisements. No signs, notices or advertisements, other than those created by the City related to cemetery business, shall be permitted within the cemetery grounds.
- G. Noise Restrictions. During funeral services all construction, loud talking, or other activity on cemetery property that might interfere with services is prohibited.
- H. Improprieties. All persons in the cemeteries shall conduct themselves with a level of decorum appropriate to the solemnity of the purposes and uses of the cemeteries and with respect for other persons and for property within the cemeteries.
- I. Firearms. Except for firearms used in connection with the ceremonies of the military burial, none shall be permitted in the cemetery without special written consent of the City Manager.

Section 13 - Errors, Amendments, Exceptions

- A. Errors. The City Manager shall have the right to correct any errors that may be made by him, or his employees, either in making interments, disinterment's and removals, or in the description, transfer, and conveyance of any interment property. This may be done either by directing the canceling of such conveyance and substituting a conveying in lieu thereof other interment property of equal value or by refunding the amount of money paid on account of said purchase. In the event such error shall involve the interment of the remains of any person in such property, the City reserves the right to remove and transfer such remains so interred to such other property of equal value and similar locations as

may be substituted in lieu thereof. The City Manager shall in no way be liable for any delay in the interment of a body where a protest to the interment has been made, or where there has been a failure to comply with the ordinance or these rules and regulations. The City Manager shall be under no duty to recognize any protest of interment unless they are in writing and filed in the Office of the City Manager.

- B. Amendments. The City may choose, and hereby expressly reserves the right to adopt new rules or regulations or to amend, alter and/or repeal any rule, regulation, article, section, paragraph or sentence in these rules and regulations. Such new or amended rules and regulations shall be binding on the right of interment owners of all lots and burial spaces regardless of the date such right of interment owner acquired the right of interment. These rules and regulations, having been adopted by resolution of the City Council, may only be amended by adoption of a subsequent resolution.
- C. Hardship Exceptions. Special cases may arise in which the literal enforcement of a rule may impose unnecessary hardship. The City, therefore, reserves the right for the City Manager to, without notice, make exceptions, suspensions or modifications in any of these rules or regulations, when, in his/her judgment, the same appear advisable; and such temporary exceptions, suspensions or modifications shall in no way be construed as affecting the general application or enforcement of these rules and regulations.

BE IT FURTHER RESOLVED: That this resolution shall become effective _____ day of _____, 20__.

BE IT FURTHER RESOLVED: That resolution No. is hereby rescinded.

PASSED, APPROVED AND ADOPTED this _____ day of _____, 2019.

APPROVED AS TO FORM:



CITY OF CASPER, WYOMING
A Municipal Corporation

ATTEST:

Fleur D. Tremel
City Clerk

Charles Powell
Mayor

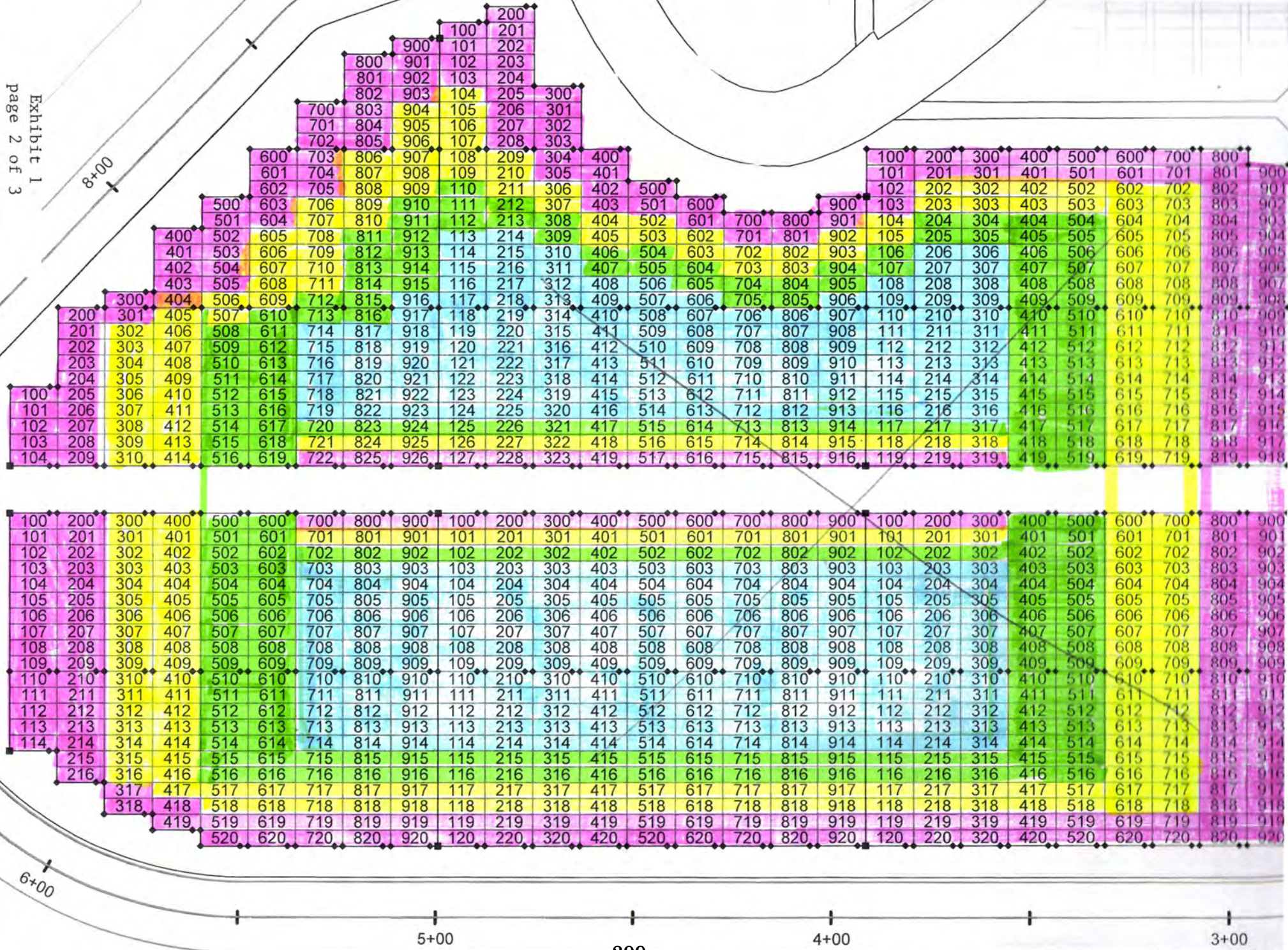
PROPOSED 2020 PLOT TIER PRICING

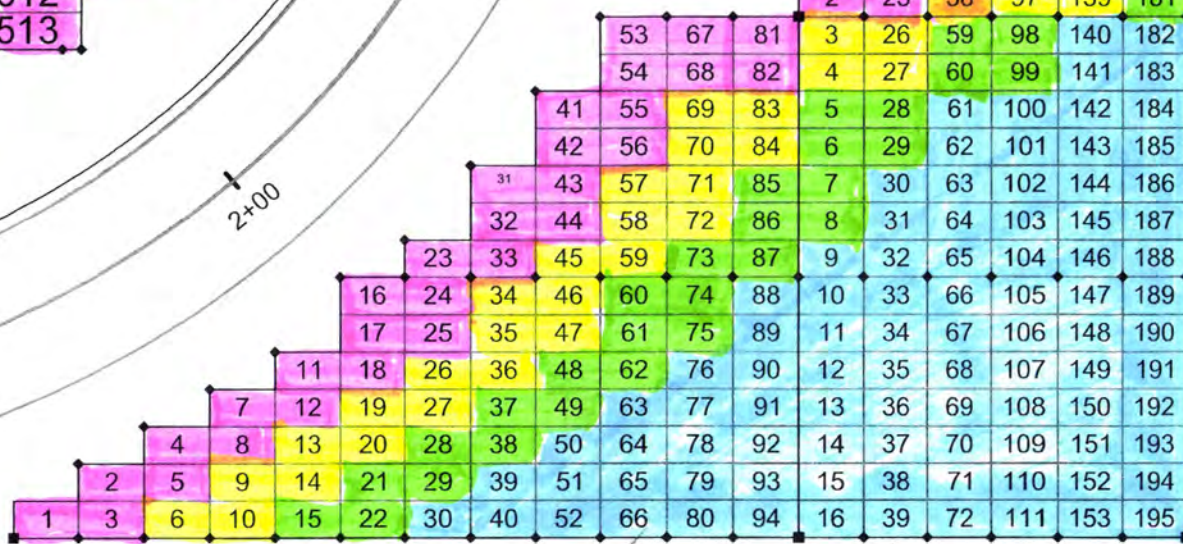
- **Full-size plots** (used for traditional casket burial and or cremains)
 - TIER ONE - \$1000.00 PINK
 - TIER TWO \$900.00 YELLOW
 - TIER THREE \$700.00 GREEN
 - TIER FOUR \$500.00 BLUE
- **Cremation underground plots:**
 - TIER ONE \$600.00 PINK
 - TIER TWO \$500.00 YELLOW
 - TIER THREE \$400.00 GREEN
 - TIER FOUR \$300.00 BLUE
- **Columbarium Niche Wall**
 - Row one and two \$1000.00
 - Third Row \$600.00
 - Fourth Row \$500.00
 - Fifth or Bottom Row \$400.00
 - Monuments next to or near an irrigation head are restricted to a flat flush monument. Flat flush markers will be allowed in the grass area of a plot where only flat flush markers are allowed.

The purpose of the TIER PRICING is to improve sales of the less desired plots.

Based on the history of sales when plots all cost the same everyone will choose premium and don't move interior until forced to.

Less desired plots include interior plots and plots with a high water table.





COMPARISONS and RATE INCREASE										
RATES FROM OTHER CITY OWNED REGIONAL CEMETERIES										
	POCATELLO	CHEYENNE	RAPID CITY	MISSOULA	BELLEVUE	AVERAGE FROM COMPS (5)	CASPER CURRENT (\$)	CASPER PROPOSED (\$)	PERCENT INCREASE	
ADULT TRADITIONAL										
BURIAL FEE	660	600	985.44	500	850	719.088	600	700	16.7%	
LOWER REMAINS OF A DOUBLE BURIAL		N/A	985.44	N/A	N/A		N/A		0%	
EVENING FEE	275	200	N/A	340	N/A	271.66667	150	200	33.3%	
WEEKEND & HOLIDAY FEE	275 + OT Fee	500	305.81	575	100	370.2025	500	600	20.0%	
Service fee	150	150	N/A	N/A	N/A	150	150	200	33.3%	
MAUSOLEUM										
INTOMBMENT SET UP FEE		3380	N/A	N/A	N/A	3380	210	240	14.29%	
EVENING FEE		200	N/A	N/A	N/A	200	150	175	16.67%	
WEEKEND & HOLIDAY FEE		500	N/A	N/A	N/A	500	200	300	50.00%	
COLUMBARIUM NICHE										
INURNMENT	360	200	N/A	Free	275	278.33333	150	200	33.33%	
EVENING FEE	275	200	N/A	340	N/A	271.66667	150	200	33.33%	
WEEKEND AND HOLIDAY FEE	275 + OT Fee	500	N/A	575	100	391.66667	200	300	50.00%	
SERVICE FEE	N/A	150	N/A	N/A	N/A	N/A	100	200	100.00%	


		POCATELLO	CHEYENNE	RAPID CITY	MISSOULA	BELLEVUE	AVERAGE FROM COMPS (4)	CASPER CURRENT (\$)	CASPER PROJECTED (\$)	Percent Increase
CREMAINS										
BURIAL FEE		550	200	407.77	350	450	391.554	300	400	33.33%
EVENING FEE		275	200		340		271.66667	200	300	50.00%
WEEKEND & HOLIDAY FEE		275	500	305.81	575	100	351.162	300	400	33.33%
ADDITIONAL REMAINS FEE		N/A	200	N/A	400	400	333.33333	75	100	33.33%
SERVIC FEE		N/A	150	N/A	N/A	N/A	150	150	200	33.33%
INDIGENT CREMAINS		300	N/A	N/A	N/A	N/A	300	75	0	-100.00%
INDIGENT TRADITIONAL		300	N/A	N/A	N/A	N/A	300	340	0	-100.00%
INFANT										
BURIAL FEE		550	200	266.25	FREE	400	354.0625	150	0	-100.00%
EVENING FEE		275			340		307.5	150	200	33.33%
WEEKEND & HOLIDAY FEE		275	500	305.81	575	100	351.162	350	400	14.29%
SERVICE FEE		N/A	150	N/A	N/A	N/A	150	100	200	100.00%

PLOT/GRAVE SPACES/NICHE											
ADULT TRADITIONAL		1200	845	930.77	700	800	895.154	700	775	10.71%	
COLUMBARIUM NICHE		2465	1345	N/A	1400	800	1502.5	450	625	38.89%	
CREMAINS PLOT		550	845	462.17	700	800	671.434	375	450	20.00%	
INDIGENT CREMAINS			845		N/A	N/A	845	155	0	-100.00%	
INDIGENT TRADITIOANL		N/A	845		N/A	N/A	845	115	0	-100.00%	
INFANT		450	570	251.48	NO FEE	125	349.12	NO FEE	NO FEE	0.00%	
MAUSOLEUM		N/A	(4plots) 3380	N/A	N/A	N/A	4452	1500	3100	106.67%	
			POCATELLO	CHEYENNE	RAPID CITY	MISSOULA	BELLEVUE	AVERAGE FROM COMPS (5)	CASPER CURRENT (\$)	CASPER PROJECTED (\$)	Percent Increase
PERPETUAL CARE FEE											
ADULT TRADITIONAL		NO CHARGE	INCL W/PURCH	INCL W/PURCH	INCL W/PURCH	INCL W/PURCH		175	250	42.86%	
INFANT PLOT		NO CHARGE	INCL W/PURCH	INCL W/PURCH	INCL W/PURCH	INCL W/PURCH		125	0	-100.00%	
CREMIANS PLOT		NO CHARGE	INCL W/PURCH	INCL W/PURCH	INCLUDE W/PURCH	INCL W/PURCH		125	200	60.00%	
RECORDING/CLARICAL FEE		40	20					45	50	11.11%	

DISINTERNMENTS									
ADULT TRADITIONAL/INDIGENT TRADITIOANL/MAUSOLEUM									
DISENTERNMENT	1245	1500	2956.32	1500	1100	1660.264	2000	\$2,200	10.00%
REINTERNMENT	600	1500	2956.32	1500	1100	1531.264	600	800	33.33%
COLUMBARIUM									
DISINURNMENT	350	200	N/A	300	600	362.5	150	200	33.33%
REINURNMENT	350	200	N/A	300	600	362.5	150	200	33.33%
CREMAINS									
DISINURNMENT	350	400	1223.31	600	600	634.662	250	400	60.00%
REINURNMENT	350	400	1223.31	600	600	634.662	250	400	60.00%
INFANT									
DISINTERNMENT	350	600	798.75	N/A	555	575.9375	600	600	0.00%
REINTERNMENT	350	600	798.75	N/A	555	575.9375	300	300	0.00%

December 13, 2019

MEMO TO: J. Carter Napier, City Manager F.T. for J.C.N.

FROM: Jolene Martinez, Assistant to the City Manager 

SUBJECT: Authorizing a Real Estate Purchase Agreement, in the Amount of \$26,000, for the Purchase of Real Property from the Imitate the Image Ministries.

Meeting Type and Date:
Regular Council Meeting
December 17, 2019

Action Type:
Resolution

Recommendation:
That Council, by minute action, approve a contract with Rev. Bill Pierce to acquire land owned by Imitate the Image Ministries.

Summary:
In researching a citizen request regarding a property line question, Staff came to realize the City did not own an alley access used regularly by city vehicles and citizens. Staff presented Council with the findings and discussed the public benefits of owning the property which include alley access, public recreation access, and North Platte River access. An appraisal was ordered, and a property acquisition agreement has been completed. Staff is recommending Council approve the real estate purchase agreement with Imitate the Image Ministries.

Financial Considerations:
The funds for this \$26,000 purchase will come from the revolving land fund.

Oversight/Project Responsibility:
Liz Becher, Community Development Director

Attachments:
Real Estate Contract Agreement
Resolution

REAL ESTATE PURCHASE AGREEMENT

This Real Estate Purchase Agreement is made and entered into this ____ day of _____, 20__, by and between Imitate the Image Ministries, a Wyoming non-profit corporation, 1124 N. Elma Street, Casper, Wyoming 82601, hereinafter referred to as "Seller", whether one or more, and the City of Casper, Wyoming, a Wyoming Municipal Corporation, 200 North David, Casper, Wyoming 82601, hereinafter referred to as "Buyer".

RECITALS

Whereas, Seller is the owner of real property more particularly described in Article I below; and

Whereas, Seller desires to sell to Buyer, and Buyer desires to purchase from Seller all of Seller's right, title and interest in and to the real property described and set forth in Article I, pursuant to the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the premises and sums herein agreed to be paid by Buyer to Seller, and in further consideration of the terms, covenants and conditions hereinafter set forth, it is agreed and understood by and between the parties as hereinafter set forth.

ARTICLE I: DESCRIPTION OF PROPERTY

Seller hereby agrees to sell and convey to Buyer pursuant to the terms of this Agreement, the following described real property:

Lot 126 – 128, Block 6 in the North Casper Addition to the City of Casper, Natrona County, Wyoming, hereinafter referred to as the "real property;"

ARTICLE II: PURCHASE PRICE AND CLOSING COSTS

Buyer agrees to pay to Seller and Seller agrees to accept from Buyer in full payment for the real property described in Article I above, the total sum of Twenty-Six Thousand Dollars (\$26,000.00) at closing.

Seller agrees to pay and be solely responsible for the following expenses:

1. The Title Insurance premium.
2. All costs incurred for the recording of any and all documents or instruments necessary to clear the title to the property, including, but not limited to, any and all mortgage or other lien releases.

Buyer agrees to pay and be solely responsible for the following expenses:

1. The cost of the recording of the warranty deed with the Natrona County Clerk as provided for in this Agreement.

The Seller and Buyer further agree to split the cost, equally between them, and for First American Title Insurance Company, 159 N. Wolcott Street, Suite 250, Casper, Wyoming, to serve as the closing agent for this transaction.

ARTICLE III: WARRANTY DEED

Seller hereby agrees to convey to Buyer at closing a warranty deed conveying to Buyer all of Seller's right, title and interest in and to the real property described in Article I above, free and clear of all liens and encumbrances.

ARTICLE IV: TAXES AND INSURANCE

Seller hereby agrees to pay all of the current and prior general real estate and personal property taxes levied against the real property described in Article I above to the date of closing, and any special assessments levied against said real property prior to the execution of this Agreement.

The general real estate and personal property taxes levied against the real property described and set forth in Article I for the calendar year of closing shall be prorated by and between the Seller and the Buyer, and if the amount of such taxes are not ascertainable by the date of closing, the pro-ration thereof shall be based upon the tax levied for the 2018 tax year.

ARTICLE V: POSSESSION AND CLOSING

THE PARTIES HEREBY SPECIFICALLY AGREE THAT TIME IS OF THE ESSENCE OF THIS AGREEMENT AND THE CLOSING THEREOF AT THE TIME AND DATE SPECIFIED HEREIN.

Buyer shall have possession of the real property described and set forth in Article I at the date and time of closing of this Agreement.

The parties agree that this Agreement shall be closed on the ____ day of _____, 2019 at ____ o'clock at the office of First American Title Insurance Company, 159 N. Wolcott Street, Suite 250, Casper, Wyoming, or such other place as agreed to in writing between the parties.

ARTICLE VI: TITLE INSURANCE

Seller agrees to furnish, at Buyer's expense, a current commitment for an Owner's title insurance policy through First American Title Insurance Company in an amount equal to the purchase price, showing merchantable title in Seller of the real property described in Article I above. Seller agrees to deliver the title insurance commitment to Buyer no later than one week prior to the Closing referenced above, and to further deliver the title insurance policy to Buyer without unreasonable delay after closing.

Title shall be merchantable in Seller. If title is not merchantable or otherwise recordable and written notice of such defects in title is given by Buyer to Seller within the time herein provided for delivery of deed at closing and shall not be rendered merchantable within 30 days after such written notice, then this contract, at Buyer's option, may be specifically enforced or may be declared void and of no effect, and each party hereto shall be released from all obligations hereunder and the payments made hereunder shall be thereupon returned forthwith to Buyer. PROVIDED, HOWEVER, Buyer may elect to accept the Owner's title insurance referenced above in lieu of such merchantable title, in which case Buyer shall be deemed to have waived such defect. Seller shall pay the full premium for such Owner's title insurance policy.

ARTICLE VII: WARRANTIES

Except as provided in Article VIII below, Buyer hereby states that it has personally inspected the premises and the real property being sold herein, including all improvements, attachments, and fixtures thereof and hereby enters into this Agreement solely upon the basis of Buyer's own visual inspection and investigation of said premises.

Buyer hereby states that it is not relying upon any representation of warranty made by the Seller or any agent of the Seller, other than as set forth in this Agreement.

Buyer states that upon Buyer's acceptance of the environmental audit as provided in Article VIII below, and closes on the purchase of the real property described above, it is purchasing the real property, improvements, and fixtures contained thereon "AS IS".

SELLER MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED REGARDING THE CONDITION OF THE REAL PROPERTY BEING SOLD TO BUYER PURSUANT TO THIS AGREEMENT EXCEPT AS TO GOOD AND MERCHANTABLE TITLE IN THE SELLER AND THAT NO WORK HAS BEEN PERFORMED ON THE REAL PROPERTY THAT WILL, OR COULD RESULT IN THE FILING OF A CONTRACTOR'S LIEN AGAINST SAID PROPERTY.

ARTICLE VIII: INSPECTIONS

Buyer, at its cost, intends to secure an environmental audit and inspection of the real property being sold hereby, and may further secure other inspections of the property, including, but not limited to, a survey verifying the location and legal description of the property and other engineering and technical studies of the property.

In order to facilitate such inspections, Seller hereby agrees to allow Buyer access to the property being sold hereby at all reasonable times prior to closing.

The parties agree and understand that the Buyer shall have the unequivocal right to rescind, cancel, and terminate this agreement in its sole discretion without liability to the Seller upon written notice thereof to the Seller after receiving the environmental audit report on the real property. Upon the giving of such notice, this agreement shall terminate and be of no further force or effect between the parties hereto. In the event, for whatever reason, the environmental audit cannot be completed by the date of closing set forth herein, the Parties agree to continue the closing for a reasonable period of time not to exceed sixty (60) days in order to allow for the completion of said environmental audit.

ARTICLE IX: RISK OF LOSS

Risk of loss shall remain with Seller until delivery of the warranty deed to Buyer at closing, at which time risk of loss of the real property sold hereby shall pass to Buyer.

In the event the premises shall be damaged by fire or other casualty prior to closing and the damage cannot be reasonably repaired or money escrowed therefore at or before closing, this Agreement shall be voidable at Buyer's option. In the event Buyer elects to carry out this Agreement despite such damage, Buyer shall be entitled to any and all insurance proceeds related to such damage.

ARTICLE X: ASSIGNMENT OF LEASES

The parties agree and understand that no portions of the real property described in Article I above have been leased to third parties.

ARTICLE XI: PERSONAL PROPERTY

Any property remaining on the real property after said date shall become the sole and separate property of the Buyer.

ARTICLE XII: CONTRACTOR'S LIENS

Seller hereby states and warrants that that there have been no improvements constructed, or repairs of existing improvements on the real property described in Article I made within the last six (6) months, or if any such construction or repairs have occurred, that all bills or obligations incurred in connection therewith have been paid in full and in cash (as distinguished from any method requiring any payment in the future), and that there are not claims for labor, services or material furnished in connection with said improvements which remain unpaid.

Seller further agrees not to authorize or otherwise incur any expenses for construction on or repair of the real property set forth in Article I after the execution of this Agreement without notifying the Buyer, in writing, and obtaining written consent for any such construction or repairs from the Buyer.

Seller agrees to indemnify and save harmless the Buyer from any and all loss arising from any such claims for labor or material furnished to or for said real property not otherwise consented to by the Buyer. This indemnification shall survive, and be enforceable by the Buyer after the closing of this transaction.

ARTICLE XIII: DEFAULT AND REMEDY PROVISIONS

Either party to this agreement shall have all rights under law to enforce the terms and conditions of this agreement upon the breach thereof by the other party, including the right to require specific performance from the breaching party, and the right to bring an appropriate action in a court of law to require such performance.

ARTICLE XIV: GENERAL AGREEMENTS OF THE PARTIES

Each individual executing this Agreement for and on behalf of both the Seller and the Buyer hereby state that they have the requisite power and authority to enter into this Agreement and to consummate the transactions contemplated and intended hereby.

Failure of the Seller or the Buyer to exercise any remedy otherwise provided for herein at the time of any default shall not operate as a waiver of such party's right to exercise any such remedy for the same or any subsequent default.

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.

The parties specifically agree that all prior agreements between them, oral or written, regarding the sale and purchase of the real property described in Article I above are hereby contained, set forth and merged in this Agreement.

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.

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 and set forth above, or such other address specified in writing by either party to the other party by United States First Class, Certified Mail, Return Receipt Requested.

[illegible]

This instrument was acknowledged before me on _____ day of _____, 2019 by Charles Powell, Mayor of the City of Casper, Wyoming, a Wyoming Municipal Corporation, for and on behalf of said Municipal Corporation as “Buyer.”

Witness my hand and official seal.

Notary Public

My commission expires: _____

RESOLUTION NO. 19-249

A RESOLUTION AUTHORIZING A "REAL ESTATE PURCHASE AGREEMENT" AND OTHER NECESSARY DOCUMENTS FOR THE PURCHASE OF REAL PROPERTY FROM THE IMITATE THE IMAGE MINISTRIES.

WHEREAS, the Imitate the Image Baptist Ministries owns Lot 126-128, Block 6 in the North Casper Addition, to the City of Casper, Natrona County, Wyoming; and,

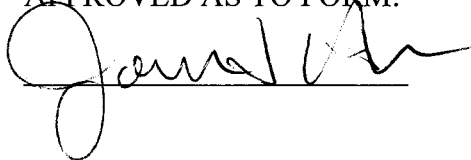
WHEREAS, the City of Casper desires to purchase, and the Imitate the Image Baptist Ministries is willing to sell said real property to the City for the above described property under the terms and conditions of a Real Estate Purchase Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING THAT: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a Real Estate Purchase Agreement with the Imitate the Image Baptist Ministries for the purchase of the above described real property under the terms and conditions set forth therein.

BE IT FURTHER RESOLVED: That the City Attorney, or his designee, is hereby authorized to close the transaction contemplated in the above described Real Estate Purchase Agreement and is hereby authorized to execute all necessary documents on behalf of the City of Casper to close the transaction set forth therein.

PASSED, APPROVED, AND ADOPTED this ____ day of ____, 2019.

APPROVED AS TO FORM:




ATTEST:


Fleur D. Tremel
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation:

Charles Powell
Mayor

December 11, 2019

MEMO TO: J. Carter Napier, City Manager 

FROM: Andrew B. Beamer, Public Services Director 
Cynthia M. Langston, Solid Waste Manager

SUBJECT: Establishing a New Rate Resolution for Residential and Commercial Solid Waste Collection, Recycling, and Disposal at the Casper Solid Waste Facility.

Meeting Type & Date:
Regular Council Meeting
December 17, 2019

Action Type:
Resolution

Recommendation:

That Council, by resolution, adopt revisions to the current residential and commercial solid waste collection, recycling, and disposal fees at the Casper Solid Waste Facility, to become effective January 1, 2020, and January 1, 2021, and rescind Resolution No. 18-70.

Summary:

Staff met in November 2019 and again with City Council members at the December 10, 2019 Work Session to discuss user rates for commercial trash collection, residential trash collection, and balefill tipping fees. During this meeting, continued increasing costs for refuse collection and balefill operations were discussed. The continued cost increases are primarily due to rising costs in truck and equipment replacement, with the high cost of steel and updated air emission systems, and capital projects including lining and closing landfill cells. In addition, this fiscal year a Material Recovery Facility (MRF- aka Recycling Center) was constructed. In fiscal year 2017, the Refuse Collection Fund had a 16% increase in personnel and a 17% increase in fleet when street sweeping operations and trash collection for City parks and downtown were transferred from the General Fund to the Refuse Collection Fund. On the budget positive side, construction costs are low and Balefill Fund Special Waste accounts continued to grow with turbine farm disposal.

This memorandum outlines the cash flow assumptions made for refuse collection and balefill funds as well as provides a recommendation from staff on how to fund the required capital improvements and rising operational costs. The forecasted cash flow assumptions for the next five (5) years for city of Casper's balefill and refuse collection enterprise funds include:

1. A 0.5% rate of growth in landfill trash and City trash for commercial and residential accounts.
2. A 3% rate of inflation for operation and maintenance expenses and employee cost of living adjustments each year for the next five years. Operation and maintenance expenses include electricity, natural gas, and trucks/heavy equipment.
3. A 1.25% return on investment for Fiscal Year (FY) 2020 through FY 2025.

4. Loan payments on approximately \$2.1 million from the State Revolving Fund for construction of the first lined landfill cell in 2009. The loan is a 20-year loan at 2.5% interest.
5. Loan payments on approximately \$6.1 million from the State Revolving Fund for renovation of the 1983 baler building in fiscal year 2020 starting January 2021. Construction and operation of a MRF was approved by City Council in the 2009 Solid Waste Integrated Solid Waste Management Plan and a MRF design was approved in 2016 at a regular City Council meeting. Reserves for the MRF project were designated in the Refuse Collection Fund (\$1,732,760) and the Balefill fund (\$950,287) and were approved in the 2018 fiscal year budget.
6. Groundwater cleanup costs will be paid by the State of Wyoming through the State Revolving Fund and Landfill Remediation Program for the next nine (9) years. The associated Landfill Gas Control & Collection System (GCCS) construction was installed and operational in fiscal year 2018, and an additional 13 acres of the pre-regulation closed balefill was capped. Note: there are no reserves in the balefill fund for any future groundwater contamination projects. Groundwater contamination is from the old unlined landfill.
7. Rate adjustments are needed for new and replacement capital equipment and facilities including landfill cells with the cash flow assumptions listed above.

After discussing funding scenarios for capital improvement and various cash flow assumptions, staff recommends that Council:

1. Increase the Balefill tipping fee from \$49 per ton to \$51 per ton (5% increase) effective January 1, 2020, and from \$51 per ton to \$53 per ton (5% increase) effective January 1, 2021.
2. Increase the monthly residential trash collection fee by \$0.66 (4.0% increase) effective January 1, 2020, and by \$0.17 (1.0% increase) effective January 1, 2021.
3. Increase commercial trash collection by an average of 4.0% effective January 1, 2020, and 1.0% effective January 1, 2021.

In addition to rate increases, staff has recommended some new charges within the attached rate resolution. Solid waste collection and disposal rates in Wyoming communities were surveyed by the Wyoming Solid Waste and Recycling Association (WSWRA) in August 2019 and are attached as Appendix B.

Trash Collection Fee Summary (refer to rate resolution)

Paragraph A.1.a. Residential Weekly Collection Pickup Service Fees

A 4.0% and 1.0% residential collection increase for Casper residents is proposed over the next two (2) years. The monthly residential rate increases from \$16.44 to \$17.10 effective January 1, 2020, and from \$17.10 to \$17.27 effective January 1, 2021. The residential fee includes automated weekly collection and disposal (cost of baling and burying) of 90 gallons of garbage. Additionally, every resident receives 22 extra collection service days, household hazardous waste disposal

services, composting and recycling programs, and one free balefill pass per month as part of this monthly fee.

Paragraph A.1.b. Additional Residential Weekly Collection Pickup Service Fees

Additional 90-gallon trash collection fees are reduced (or 90-gallon weekly collection service for alley collection) by 50% to provide an incentive to not overfill trash containers.

Paragraph A.2. Additional Requested Pickup Services

An additional fee is established for additional pickups of residential containers placed for weekly service pickup. The fee for a residential customer to request an additional collection during the week are increased by 5%.

Paragraph A.3. Extra Collection

The fee for a residential customer to set out more than five large items for their extra trash collection has been raised from \$11 per each additional minute of collection to \$12 per minute.

Paragraph A.4. Special Collection

The fee for a residential customer to schedule a special collection for items prohibited from inclusion in trash containers or extra collection has been raised from a \$56 to a \$60 minimum charge.

Paragraph A.5. "On Call" Collection Fees

The fees associated with residential, on-call metal bins have been raised by 4.0% effective January 1, 2020 and 1% effective January 1, 2021. This service provides residential customers with the option of having a commercial on-call metal trash container placed at their residence for items such as remodeling, spring cleaning, etc. Only 4-cubic yard and 6-cubic yard trash containers are available for this service; therefore the 2, 3, and 8-cubic yard trash container fees were removed.

Paragraph A.6. Special Permits

The fee for a special permit, requiring medical documentation for necessity, for a residential customer to have a 90-gallon trash container be rolled out from their garage or front door to the street curb for weekly collection and returned to their garage or front door has not been increased.

Paragraph A.7. Residential Penalty Fees

Residential customers who habitual set their trash container out late causing drivers to return to the resident's home at a later time, are charged an additional fee. In addition, if a residential customer fills their trash container with extremely dense or heavy waste so the automated trash truck is not able to lift the trash container, an additional fee is assessed for manual collection. These fees are raised by 5.0% effective January 1, 2020.

Paragraph B.1. Commercial Weekly Collection Pickup Fees

The monthly rates for weekly pickup of commercial trash containers sizes one, two, three, four, six, and eight yards are raised as reflected in rate tables presented in the rate resolution. These increases represent raised commercial rates by 4.0% effective January 1, 2020, and 1.0% effective January 1, 2021.

Paragraph B.2. Special Collection

The fee for a commercial customer to schedule a special collection for items prohibited from inclusion in trash containers has been raised from a \$56 to a \$60 minimum charge.

Paragraph B.3. Additional Requested Pickup Fees

An additional fee is established for additional pickups of commercial containers placed for weekly service pickup. The current fee is raised by 4.0% effective January 1, 2020, and 1.0% effective January 1, 2021.

Paragraph B.5. Overfilled Bins

An additional fee is established for when a commercial container is overfilled. The current fee is raised to recover the actual costs to manual collect and cleanup garbage overflow. The cost is raised from \$11 per yard of overflowing garbage to \$12 per yard.

Paragraph B.6. Commercial Penalty Fees

Commercial customers who habitually call drivers to come back because the trash container was blocked or not accessible for collection, are charged an additional fee. In addition, if a commercial customer fills their trash container with extremely dense or heavy waste so the automated trash truck is not able to lift the trash container, an additional fee is assessed for manual collection. These fees are raised by 5%.

Paragraph B.7. Roll Off Container Services

Roll off container services are provided to city departments, non-profit organizations, and commercial trash customers for collection of and hauling of large quantities of waste, such as construction and demolition wastes. The delivery of the container and collection service fee are raised by 5%. The daily rental fee of \$3 per day has no increase.

The roll off container services fees are raised to \$90 for delivery, \$231 for each collection, and the daily rental fee of \$3 per day remains the same. The pre-service payment includes the delivery fee and first collection fee, and the per week rental fee is no longer required in the pre-service payment; reduced from \$326 to \$321.

Paragraph B.8 Public/Private School Solid Waste

School solid waste collection is given a 25% reduction from the commercial waste collection fees as identified in B.1. School breaks consisted of 3-months of the year over two (2) decades ago. Schools have requested weekly collection of trash services throughout the year for the last several years; thus, staff recommends eliminating the 25% reduction.

Disposal Fee Summary (refer to rate resolution)

Paragraph D.1.a. and c. Residential and Commercial Disposal

The current tipping fee for most solid waste delivered to the Casper Solid Waste Facility is \$49.00 per ton. A 30% surcharge fee applies to customers outside Natrona County with the exception of communities with solid waste agreements. Staff recommends raising this fee to \$51.00 per ton on January 1, 2020, \$53 per ton on January 1, 2021, and \$18 per truck load. The new fees will assist in covering the costs associated with replacement capital (such as equipment replacement and additional equipment needed to improve efficiencies of baling and minimizing landfill airspace) and future capital construction of lined cells and closing full cells.

Paragraph D.1.d. Commercial Garbage Exceptions

In 2016, construction to expand the compost yard by five (5) acres was completed. Part of the expansion included a fenced, gated controlled drop off yard for commercial customers to use from dawn to dusk, 7 days per week. Commercial customers will be provided an access card for the gate and informed if any material other than yard waste is dropped off; they will lose their privileges to the Dawn-to-Dusk yard. The fenced, gated drop off area will have cameras installed for the yard to be opened in the summer of 2020. This new area was constructed in an effort to offer commercial customers access to the solid waste facility with no wait times. With this new service, city staff will no longer be able to charge for grass clippings

coming into the compost yard via the scale house and the yard waste will require transport to the compost production yard.

To recover the cost for double handling yard waste from this area to the production area, monitoring to ensure no contamination occurs, and not charging for grass clippings, a minimum week fee of \$70 is required.

Grass clippings received during the months of July 1st through October 31st are charged an \$18 per Truck Load to encourage mulch mowing.

Paragraph D.2. Other Solid Wastes

The current tipping fees for other solid waste types, commonly referred to as Special Wastes, are increased by 5% with the exception of laboratory analysis fees for high levels of Total Petroleum Hydrocarbons (TPHs) and disposal of trailers or mobile homes too large for scale. The mixed waste fee was established to encourage commercial customers to separate their construction and demolition wastes from bale-able waste to significantly reduce the windblown litter at the landfill. Local construction haulers felt if the rate variance was at least \$100 per ton between the lined and unlined landfill fees, this would pay for the cost to separate wastes on most projects. Therefore, the rate for mixed waste loads was established.

A new special waste fee for wind turbine blades and motor housing disposal is recommended by staff. Because wind turbine blades are made of incredibly strong resins, the solid waste equipment is not able to crush/compact the material. An increase of 30% due to air space loss is recommended, raising the other special waste of \$59 per ton to \$75 per ton for wind turbine blades and motor housing units. A special handling fee of \$90 per blade is also recommended for taking photos of each turbine blades serial number and providing cradle to grave documentation to the customer.

Paragraph F. Adopt a Street Program

Fees are waived by the Solid Waste Division in cooperation with the Keep Casper Beautiful Program when volunteers coordinate and arrange a cleanup within the City limits through the Keep Casper Program. The language is changed to clarify that volunteer cleanups, not just Adopt a Street cleanups, may be waived if the volunteer cleanup is through the Keep Casper Beautiful Program within the City limits of Casper.

Paragraph G. Non Profit Thrift Stores

Non-profit thrift stores are provided a discount on landfill fees and container rental fees if the City's trash containers are provided. The added language is to clarify that both landfill disposal fees and trash container rental fees are waived.

Paragraph H. Compost Yard Products

Staff recommends adding language to the fees for colored mulch that allows pricing to vary when current market costs to purchase colorizer (dye) varies.

Paragraph I. Compost Yard Products – Promotional Sales Events

A promotional sale in early April 2019 was approved by City Council allowing residential customers to be eligible for wholesale pricing and free loading. The sale was a huge success, doubling our April sales revenue from 2018 to April 2019; \$6,031 to \$12,235. The total revenue increase from January 1, 2018, through October 31, 2018, (\$38,595) compared to January 1, 2019, through October 31, 2019 (\$62,997) was 63% or a total of an additional \$24,402 in revenue. Staff recommends adding flexibility to offer promotional sale events whenever product volumes are high or sales are down. The sale pricing would be limited to wholesale pricing and free loading.

Financial Considerations:

Staff recommends these fees become effective on January 1, 2020 and January 1, 2021 as noted.

Oversight/Project Responsibility:

Cynthia Langston, Solid Waste Manager

Attachments:

Rate Resolution with Strikeout Changes

Rate Resolution Draft Final

Appendix B1 – August 2019 Statewide Landfill Fees Survey

Appendix B2 – August 2019 Statewide Trash Collection Fees Survey

RESOLUTION NO. 19- ____

A RESOLUTION ESTABLISHING RATES FOR RESIDENTIAL AND COMMERCIAL SOLID WASTE COLLECTION, RECYCLING AND DISPOSAL AT THE CASPER REGIONAL SOLID WASTE FACILITY, AND RESCINDING RESOLUTION NO. 18-70.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING; That the following rates are hereby established for the collection, recycling and disposal of garbage, recyclables and refuse effective January 1, 2020 except where noted otherwise.

A. RESIDENTIAL SOLID WASTE COLLECTION SERVICES

1. Single-Family Resident and Multi-Family

a. Garbage Collection ~~\$16.44~~\$17.10 Monthly (Per Unit Charge)
Effective January 1, 2020

~~\$17.26~~\$17.27 Monthly (Per Unit Charge)
Effective January 1, 2021

b. Additional 90-gallon Collection ~~\$8.22~~ \$8.55 Monthly (Per Unit Charge)
50% (A.1. a.)

~~\$8.50~~ \$8.64 Monthly (Per Unit Charge)
50% (A.1. a.)
Effective January 1, 2019

2. Additional Requested Pickup Services \$14.00 Per 90 Gallon Container
\$ 42.00 Per 300 Gallon Container

3. Extra Collection

a. Three Large Items Included in A.1.

b. Each Additional Minute of Collection \$12.00

4. Special Collection \$60.00 Minimum Charge

a. First Five Minutes Included

b. Each Additional Minute of Collection \$12.00

5. Residential "On Call" Metal Bin

See Following Table

a.

Effective January 1, 2020 (4% increase)

Bin Size	Delivery and Removal	One Normal MSW Dump	Construction Waste (Heavy or Dense)
4 Cubic Yard	4 \$35	5 \$68	\$95
6 Cubic Yard	\$34-\$35	\$71-\$74	\$118

Effective January 1, 2021 (1% increase)

Bin Size	Delivery and Removal	One Normal MSW Dump	Construction Waste (Heavy or Dense)
4 Cubic Yard	\$35	\$69	\$95
6 Cubic Yard	\$35	4 \$75	\$118

- b. Container Rental After Two Weeks \$6.00 Per Day
Of Non-Use, or
Container Removed Before Two No Charge
Weeks of Non-Use

6. Special Permits \$5.00 Monthly

7. Residential Penalty Fees

- a. Habitual Late Set Out \$ \$17.70
- b. Extremely Dense or Heavy Waste*\$ \$23.65 Per 90-100 Gallon Container
* concrete, dirt, sand, sludge, or \$ \$70.88 Per 300 Gallon Container
garbage contents weighing more \$ \$95.50 Per 400 Gallon Container
than 500 pounds

The City Manager or his/her designee shall impose a fee of \$15.00, \$30.00 or \$100.00 per incident for residential or commercial customers not complying with City regulations defined in Sections 8.32.040(a) and 8.32.050 of the Casper Municipal Code, in addition to any other charges otherwise due the City by residential customers.

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B. COMMERCIAL SOLID WASTE COLLECTION SERVICES

1. Commercial Collection Tables*

Effective January 1, 2020 (4% increase)

Number of Trash Pickup Services Per Week*	1 Yard Bin Monthly Charges	2 Yard Bin Monthly Charges	3 Yard Bin Monthly Charges	4 Yard Bin Monthly Charges	6 Yard Bin Monthly Charges	8 Yard Bin Monthly Charges	90 Gallon Bin Monthly Charges	200 Gallon Bin Monthly Charges	300 Gallon Bin Monthly Charges	400 Gallon Bin Monthly Charges
One Pickup Per Week	\$58	\$77	\$95	\$116	\$157	\$204	\$19	\$37	\$58	\$77

If commercial customer provides trash container, a 7% reduction is applied to the rate.

*NOTE: The monthly charges are linear for number of trash pickup services per week; therefore, charges for multiple pickups are multiplied by the monthly charges indicated in the above table for each size of container, i.e. two (2) pickups per week for a 4 Yard Bin would be $\$116 \times 2 = \232 .

Effective January 1, 2021 (1% increase)

Number of Trash Pickup Services Per Week*	1 Yard Bin Monthly Charges	2 Yard Bin Monthly Charges	3 Yard Bin Monthly Charges	4 Yard Bin Monthly Charges	6 Yard Bin Monthly Charges	8 Yard Bin Monthly Charges	90 Gallon Bin Monthly Charges	200 Gallon Bin Monthly Charges	300 Gallon Bin Monthly Charges	400 Gallon Bin Monthly Charges
One	\$59	\$78	\$96	\$117	\$159	\$206	\$19	\$37	\$59	\$78

If commercial customer provides trash container, a 7% reduction is applied to the rate.

Commercial Collection Tables*

2. Special Collection \$60.00 Minimum Charge
 - a. First Five Minutes Included
 - b. Each Additional Minute of Collection \$12.00
3. Additional Requested Collection (must provide request for additional collection one day prior to requested date) See Following Table

Effective January 1, 2020 (4% increase)

Bin Size	Delivery and Removal	One Normal MSW Dump	Construction Waste (Heavy or Dense)
2 Cubic Yard	\$35	\$55	\$71

3 Cubic Yard	\$35	\$55	\$83
4 Cubic Yard	\$35	\$68	\$95
6 Cubic Yard	\$35	\$74	\$118
8 Cubic Yard	\$35	\$95	\$129

Effective January 1, 2021 (1% increase)

Bin Size	Delivery and Removal	One Normal MSW Dump	Construction Waste (Heavy or Dense)
2 Cubic Yard	\$35	\$56	\$71
3 Cubic Yard	\$35	\$56	\$83
4 Cubic Yard	\$35	\$69	\$95
6 Cubic Yard	\$35	\$75	\$118
8 Cubic Yard	\$35	\$96	\$129

4. Commercial “On Call” Metal Bin See A.5.a., Residential “On Call” Metal Bin

5. Overfilled Bins \$12.00 Per Yard

6. Commercial Penalty Fees
 - a. Habitual Customer Call Backs \$ \$17.70

 - b. Extremely Dense or heavy Waste* Double Fees
 *concrete, dirt, sand, sludge or
 garbage contents weighing more
 than 500 pounds

7. Roll Off Container Services
 - a. Delivery Fee \$90.00

 - b. Collection (Only) Service Fee \$231.00 Per Service

 - c. Disposal Rate X Tonnage

 - d. Container Rental (per day) \$3.00 Per Day or \$21 Per Week

 - e. Pre-Service Payment (delivery and one collection fee) \$321 Prior to delivery

8. Customers Outside the City Limits Within a Two-Mile Perimeter Apply 1.30% Multiplier to Solid Waste Commercial Collection Fees Found in Table B.1

C. COMMERCIAL COLLECTION RECYCLING SERVICES

1. Commercial recycling service charges for City and non-City sanitation customers are determined by applying a multiplier to change the solid waste rate schedule fees found in B.1.

OCC – Old Corrugated Containers (Cardboard)	0.50 OR 50%
OWP – Old White Paper or Office Pack	0.50 OR 50%
UBC – Used Aluminum Beverage Cans	Free Collection

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D. DISPOSAL CHARGES AT CASPER REGIONAL SOLID WASTE FACILITY

1. Municipal Solid Waste (MSW) Disposal Charges for residents of Natrona County. See Table Below. NOTE: An additional 30% fee will be assessed for individuals residing outside of Natrona County, with the exception of those individuals residing within jurisdictions having written agreements with the City of Casper.

a.

	Natrona County Residents and Other Residents Residing Within Jurisdictions Having Written Agreements with the City of Casper	Outside-Natrona County Residents
Residential Garbage	\$51.00 Per Ton	\$66.30 Per Ton
Residential Garbage	\$51.00 \$53.00 Per Ton (Eff. 1/1/21)	\$68.90 Per Ton (Eff. 1/1/21)
Automobile	\$6.00 Per Automobile	\$7.80 Per Automobile
10-Foot OR LESS Pickup Bed Quantity	\$ \$18.00 Per Bed	\$23.40 Per Bed
Chlorofluorocarbon (CFC) Containing Appliances	\$32.00 Per Item (If Doors on Appliance)	\$41.00 Per Item (If Doors on Appliance)
	\$28.00 Per Item (If Doors Removed From Appliance)	\$36.40 Per Item (If Doors Removed From Appliance)
Passenger Cars and Pickup Tires	\$3.00 Per De-Rimmed Tire (Limit 30)	\$3.90 Per De-Rimmed Tire (Limit 30)
Heavy Truck Tires or Semi Tires	\$6.00 Per De-Rimmed Tire (Limit 30)	\$7.80 Per De-Rimmed Tire (Limit 30)
Bulk Car, Pickup Truck, Heavy Truck, or Semi Tires (More than 30 de-rimmed tires)	\$135.00 Per Ton	\$175.50 Per Ton
Electronics	No Charge	No Charge

Fluorescent Bulbs	No Charge	No Charge
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b. Residential Garbage Exceptions

Water Bill Punch Pass	Included in Monthly Rate	N/A
Household Hazardous Waste	No Charge	No Charge
Clean Yard or Green Waste	No Charge	No Charge
Clean Metals or Appliances	No Charge (Non CFC)	No Charge (Non CFC)

The City Manager or his/her designee shall impose a fee of \$15.00 per load, in addition to any other charges otherwise due the City by residential customers transporting unsecured loads, as defined in Sections 8.40.100(a) and 8.32.140(f) of the Casper Municipal Code, to the solid waste facility. Upon payment of the additional \$15.00 fee for unsecured loads, the City may, based upon available supplies, provide such user a tarp, mess cord, or other device to prevent material from blowing or otherwise falling out of any such vehicle.

c.

	Natrona County	Outside-Natrona County Businesses
Commercial Municipal Solid Waste Garbage	\$51.00 Per Ton	\$66.30 Per Ton
Commercial Municipal Solid Waste Garbage	\$53.00 Per Ton (Effective 1/1/19)	\$68.90 Per Ton (Effective 1/1/19)
8-Foot Pickup Bed Quantity	\$18.00 Per Bed	\$23.40 Per Bed
Chlorofluorocarbon (CFC) Containing Appliances	\$32.00 Per Item (If Doors on Appliance)	\$41.00 Per Item (If Doors on Appliance)
	\$28.00 Per Item (If Doors Removed From Appliance)	\$36.40 Per Item (If Doors Removed From Appliance)
De-Rimmed Passenger	\$3.00 Per Tire	\$3.90 Per Tire

Cars and Pick-up Tires	(Limit 30)	(Limit 30)
De-Rimmed Heavy Truck Tires or Semi Tires	\$6.00 Per Tire (Limit 30)	\$7.80 Per Tire (Limit 30)
Bulk De-Rimmed Tires (Car, Pickup truck, Heavy Truck and Semi Tires)	\$135.00 Per Ton	\$175.50 Per Ton
Tires Larger Than 10 Inches in Width and 22 Inches in Diameter	Rates will cover actual disposal costs. Disposal costs vary with market pricing. Current rate sheets will be available upon request.	
Electronics	\$0.40 Per Pound	\$.52 Per Pound
Fluorescent Light Bulbs	\$1.00 Per Bulb	\$1.30 Per Bulb

d. Commercial Garbage Exceptions

Clean Yard or Green Waste Other Than Grass (Check-in at Scale House)	No Charge	No Charge
Clean Yard or Green Waste (Check-in at Dawn to Dusk Compost Yard)	\$70.00 per Week	\$91.00 per Week
Grass (Check-in at Scale House) July 1 thru October 31	\$18.00 Per Truck Load	\$23.40 Per Truck Load
Clean Metals or Appliances	No Charge (Non CFC)	No Charge (Non CFC)

The City Manager or his/her designee shall impose a fee of \$50.00 per load, in addition to any other charges otherwise due the City by commercial customers transporting unsecured loads, as defined in Sections 8.40.100(a) and 8.32.140(f) of the Casper Municipal Code, to the solid waste facility.

2. Other Solid Waste

- a. Minimum Charge – Unless Specified \$63.00 Per Ton

- b. Waste Used as Alternate Daily Cover (ADC) or Clean Untreated Wood \$33.00 Per Ton
- c. Petroleum Contaminated Soils with TPH DRO/GRO 8015 Test Results \$ \$63.00 Per Ton*
*After 300 tons disposed per project a reduced rate of \$37.00 may apply.

0-10,000 PPM TPH

No Lab Surcharge

10,000-15,000 PPM TPH

\$250.00 Lab Surcharge, Plus Any Required Additional Laboratory or Disposal Costs Over the Surcharge

15,000- PPM TPH

\$500.00 Lab Surcharge, Plus Any Required Additional Laboratory or Disposal Costs Over the Surcharge

NOTE: Laboratory Work Must Be from a Local EPA-Certified Laboratory

- d. Friable Asbestos or Other Waste Requiring Special Handling \$85.00 Per Ton*
*After one ton disposed per project a reduced rate of \$63.00 may apply.
- e. Trailers or Mobile Homes Too Large for Scale \$ 1,500 Minimum Additional Special Handling or Cell Development Fee May Apply
- f. Inert Waste (Construction and Demolition Waste that cannot be Baled) \$33.00 Per Ton Unlined Landfill
- g. Mixed Wastes \$102.00 Per Ton
- h. Wind Turbine Blades* and Motor Housing \$75 Per Ton
*Special Handling Fee \$90.00 Per Blade

E. CONDITIONALLY EXEMPT SMALL QUANTITY GENERATOR (CESQG) HAZARDOUS WASTE

Rates will cover actual disposal costs. Disposal costs vary with market pricing and a current rate sheet will be available at the City's solid waste facility.

F. COMMUNITY CLEANUP PROGRAM

Fees Waived

Certificates may be issued by the Solid Waste Division in cooperation with the Keep Casper Beautiful in conjunction with the Casper Area Chamber of Commerce.

G. NON PROFIT THRIFT STORES

B.7. Fees Apply, with
B.7.c. Ldf Disposal
Fees Waived and
B.7.d Rental Fees
Waived

D.1.c. Fees Apply, with
Electronic Fees
Waived

H. COMPOST YARD PRODUCTS

Compost Yard Product	Description	Retail Price Per Cubic Yard or Per 5-gal	Wholesale Price Per Cubic Yard*
4" Natural Mulch	Single Ground Tree Branches or Clean Wood	\$12.50	\$8.50
4" Natural Mulch 5 Gallons	Single Ground Tree Branches or Clean Wood in reusable 5-gallon bucket.	\$0.35	Not Available
2" Natural Mulch	Double Ground Tree Branches or Clean Wood	\$16.50	\$12.50
2" Natural Mulch 5 Gallons	Double Ground Tree Branches or Clean Wood in reusable 5-gallon bucket.	\$0.50	Not Available
Natural Fine Mulch	Wood Fines from screened double ground tree branches or clean wood	\$9.00	\$6.00
Natural Fine Mulch 5 Gallons	Wood Fines from screened double ground tree branches or clean wood in a reusable 5-gallon bucket.	\$0.75	Not Available
Colored Mulch	Double Ground Tree Branches or Clean Wood that has been Dyed Red, Black, Gold, Brown or other color.	\$35.00***	\$30.00***
Colored Mulch 5 Gallons	Double Ground Tree Branches or Clean Wood that has been Dyed Red, Black, Gold, Brown or other color in reusable 5-gallon bucket.	\$1.00	Not Available
Compost	Composted Yard Waste	\$20.00	\$18.00
Compost 5 Gallons	Composted Yard Waste in reusable 5-gallon bucket.	\$1.00	Not Available
Screened Top Soil	Sod dirt or top soil that has been through a ½" screen.	\$25.00	Not Available
Amended Top Soil	A combination of top soil, sand, fine mulch and compost	\$35.00	Not Available
Wood Pallet AND SAND		FREE	FREE
5-gallon Bucket	A 5-gallon bucket with no lid to carry product	\$4.00 each**	Not Available

Loading	Loading of material to customer vehicle.	\$10 per load	Not Available
Loading with Yard Waste Incentive Voucher	Loading of material to customer vehicle if the customer is utilizing yard waste incentive vouchers for free Product.	\$15.00 per load	Not Available

*Commercial company pre-ordered purchases only.

**Price for 5-gallon bucket may vary with market costs.

***Price may vary with current market costs to purchase the colorizer.

I. COMPOST YARD PRODUCTS -- PROMOTIONAL SALES EVENTS

Promotional sales events and pricing may occur seasonally with wholesale pricing and free loading.

J. COMMERCIAL EVENTS AND ACCIDENT SCENE STREET SWEEPING SERVICES

Commercial events and accident scene street sweeping services for special business events and accident scenes with responsible parties are determined by applying an hourly rate to the time to perform the service. An hourly rate of \$170 per hour is assessed Monday through Friday from 7 a.m. to 3 p.m. (normal operational hours) and an hourly rate of \$180 per hour is assessed during non-normal operational hours.

K. RESIDENTIAL YARD WASTE INCENTIVE PROGRAM

Natrona County residents may receive a voucher with a specific dollar value to use towards the purchase of compost or natural (non-colored) wood chips when they bring their yard waste to the compost yard. Only grass, leaves, twigs, and branches are eligible. One half (1/2) of a Pickup Truck Bed (a few bags or branches) = a \$2.00 voucher. A level Pickup Truck Bed = a \$5.00 voucher. A Heaping Pickup Truck Bed = a \$10.00 voucher. Vouchers cannot be exchanged for currency, they are not transferrable, and all vouchers expire one year from the issue date. Loading Fee with this program is \$15 per Load.

L.

BE IT FURTHER RESOLVED: That Resolution No. 18-70 pertaining to fees for the collection, disposal or recycling of solid waste is hereby rescinded.

PASSED, APPROVED, AND ADOPTED this day of -----, 2019.

APPROVED AS TO FORM:
(Solid Waste Rates 2019/2020)

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation:

Fleur D. Tremel
City Clerk

Charles Powell
Mayor

APPENDIX B1 - STATEWIDE LANDFILL FEES SURVEY - AUGUST 2019

Facility	Tipping Fee/Ton	Monthly Household Rate	Commercial Rate	MSW Rate
Big Horn (North and South)	95/ton; \$70 ton CD			
Bridger Valley	\$40.00/\$60/ton			
Buffalo	\$75.00			
Campbell County #2	\$75.00			
Casper Regional	\$49/ton; \$29 C/D by appt only	\$16.44		
Cheyenne	\$68.60; \$34.30 minimum			
Cokeville #2	\$105/ton MSW or CD			
Douglas	\$150.00			
Eastern Laramie County	\$35.00			
Evanston #2	\$50.00			
Fremont County (x4)	\$80.00			
Green River transfer station.	\$69.00			
High County JPB	\$12/yard	\$16.00		
Horsethief Canyon #2 Transfer Station	\$121.00			\$115.00
Kaycee Transfer Station	\$24/pickup; \$64 trailers; \$20/piece for bulky items			
Kemmerer #2	\$100/ton MSW or CD			
Laramie	\$63.00			
Lusk transfer station	\$200.00			
Marbleton #2	\$35.00		\$15.00 - \$40.00	
Moorecroft #3	\$60; \$5 min.			
Newcastle #2	\$120.00			
Park County (x4)	\$120.00			
Rawlins	\$130.00			
Rock River #2 (TS)	\$63.60	\$28.00		
Rock Springs	Out of District = \$55.00			
Salt Creek Joint powers Board Transfer Station -- Midwest	\$15 pickup or trailer <15 'more = \$50/ton		\$15 pickup or trailer <15 ', more = \$50/ton	
Sheridan #2	\$112.50			
Sundance transfer station and CD landfill	\$100.00 C&D disposal			\$100 sorted; \$200 unsorted
Thayne	\$115/ton MSW or CD			
Torrington #2	\$23.00 up to 1/2 ton; \$0/ton thereafter*; \$39 up to 1/2 ton, \$60/ton thereafter**		\$75/ton up to one ton, \$60 per ton thereafter	
Wheatland #2 Transfer station	\$45.00			
Worland #2	\$75.00			

Per Ton ~ \$62.70 2019 Average

Appendix B2 - Statewide Trash Collection Fee Survey

Municipality	Monthly Household Rate	Private Hauler Rate	Monthly Business Rate
Afton		\$26.00	
Albin	\$22.00		\$25.00
Alpine		\$33.66 avg.	
Baggs		Rates Vary	Rates Vary
Bairoil			\$25.00
Bar Nunn	\$21.25		
Basin	\$31.80		\$31.80
Bear River		\$27.40	
Big Piney		\$25.00	\$50.00
Buffalo	\$20.00		\$54.90, \$108.80
Burlington		\$35.00	\$51/\$98
Burns	\$20.00		\$20.00
Byron	\$20.00		
Casper	\$16.44		\$56 and up
Cheyenne*	\$30.60, \$26.25		\$106.45
Chugwater	\$20.50		\$58, \$112
Clearmont	\$23.00		\$33.00
Cody	\$20.68		\$47.64
Cokeville		\$25.00	
Dayton	\$31.72		\$70.35
Deaver	\$24.00		\$34.00
Diamondville	\$20.00		
Douglas	\$32.91		\$32.91
Dubois		\$13.40-\$25.88	
East Thermopolis	\$17.00		Variable
Edgerton	\$33.00		\$55.00
Elk Mountain	\$26.00		\$44.00
Encampment	\$25.00	\$23.00	\$34.93
Evanston #2	\$21.06		\$28.30
Evansville	\$19.93		\$41.91, \$82.99
Fort Laramie	\$20.40		\$27.00
Frannie	\$32.00		
Gillette	\$17.65		\$17.65, \$76.40
Glendo	\$23.00		\$30, \$45, \$65
Glenrock	\$14.25		\$57, \$85, \$114, \$170
Granger	\$26.50		
Green River	\$32.22		
Greybull	\$30.75		\$33.50
Guernsey	\$19.00		\$48.51 to \$108.87
Hanna	\$34.00		\$48.88
Hartville		\$20.00	\$31.50
Hudson		\$32.00	
Hulett	\$27.30		\$78.26, \$117.39, \$234.78, \$469.56
Jackson		\$32-42.50	\$115-\$217
Kaycee	\$24.00		\$50.00
Kemmerer	\$30.25		\$51.00
Kirby			
LaBarge		\$25.00	\$50.00
LaGrange	\$17.25		

Appendix B2 - Statewide Trash Collection Fee Survey

Municipality	Monthly Household Rate	Private Hauler Rate	Monthly Business Rate
Lander		\$32.00	
Laramie	\$21.64		\$62.75
Lingle	\$22.00		\$32.00, \$47.50, \$63.00
Lost Springs	\$35.95		
Lovell	\$20.00		\$27.00
Lusk	\$22.44		\$25.50, \$33.66
Lyman		\$25.00	\$136\$-246
Manderson		\$30.00	
Manville	\$18.50		
Marbleton		\$25.00	\$50.00
Medicine Bow	\$35.50		\$35.50
Meeteetse	\$27.50		\$19.25 to \$64.25
Midwest	\$33.00		\$55.00
Mills	\$16.50		\$17, \$51, \$70, \$93.33
Moorcroft	\$24.00		\$60.00
Opal	\$20.00		N/A
Pavillion	\$8.00		
Pine Bluffs	\$18.00		\$35.00
Pine Haven	\$21.00		
Pinedale		\$28.00	\$120/month avg; \$65, \$85, \$105
Powell	\$31.10, \$29.60		\$33.55, \$78.58, \$96.30, \$128.67
Ranchester	\$28.84		\$82.40
Rawlins	\$15.00	\$31.00	
Riverside	\$25.00		\$60.00
Riverton	\$34.04, \$30.33, \$25.11		\$63.63
Rock River	\$28.00		
Rock Springs		\$18.00	
Rolling Hills		\$25.00	
Saratoga	\$25.00		\$27.00, \$29.00, \$50.00
Sheridan	\$20.33		\$10.54/yd3
Shoshoni		\$32, \$70.00	
Sinclair		\$31, \$171	
Star Valley Ranch		\$35.00	
Sundance	\$34.90		\$45.75
Superior	\$6.15		
Thayne		\$35, \$30 and up	
Thermopolis	\$21.00		\$32 to \$100.00
Torrington	\$30.00		\$58.50 and up
Wheatland	\$30.00		\$40.00 up to \$525
Worland	\$30.00		\$36.00
Wright		\$46.66, \$50.00	
Yoder	\$18.00		

Monthly Household Rate	Private Hauler Rate (Monthly - Individual Contracts)	Monthly Business Rate
Low = \$8.00 High = \$36.60 Avg. = \$20.26	Low = \$14.59 High = \$35.00 Avg. = \$27.63	Low = \$9.00 High = \$234.78 Avg. = \$43.10

*Cheyenne picks residential up trash once/wk. Businesses can get pickups 1x, 3x, or 6x/wk. Residents choose between 95 gal. rollouts or 65 gal. rollouts. *95 gal. trash container and 95 gal recycle container. **60gal waste and 95 gallon recycle 1x/wk. ***1.5 yd container/once/wk. Complex fee schedule - See fee schedule link on web page for more info.

RESOLUTION NO.19-250

A RESOLUTION ESTABLISHING RATES FOR RESIDENTIAL AND COMMERCIAL SOLID WASTE COLLECTION, RECYCLING AND DISPOSAL AT THE CASPER REGIONAL SOLID WASTE FACILITY, AND RESCINDING RESOLUTION NO. 18-70.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the following rates are hereby established for the collection, recycling and disposal of garbage, recyclables and refuse effective January 1, 2020, except where noted otherwise.

A. RESIDENTIAL SOLID WASTE COLLECTION SERVICES

1. Single-Family Resident and Multi-Family
 - a. Garbage Collection \$17.10 Monthly (Per Unit Charge)
Effective January 1, 2020

\$17.27 Monthly (Per Unit Charge)
Effective January 1, 2021
 - b. Additional 90-gallon \$8.55 Monthly (Per Unit Charge)
50% (A.1. a.)
Effective January 1, 2020

\$8.64 Monthly (Per Unit Charge)
50% (A.1. a.)
Effective January 1, 2021
2. Additional Requested Pickup Services \$14.00 Per 90 Gallon Container

\$42.00 Per 300 Gallon Container
3. Extra Collection
 - a. Three Large Items Included in A.1.
 - b. Each Additional Minute of Collection \$12.00
4. Special Collection \$60.00 Minimum Charge
 - a. First Five Minutes Included
 - b. Each Additional Minute of Collection \$12.00

5. Residential "On Call" Metal Bin

See Following Table

a.

Effective January 1, 2020

Bin Size	Delivery and Removal	One Normal MSW Dump	Construction Waste (Heavy or Dense)
4 Cubic Yard	\$35	\$68	\$95
6 Cubic Yard	\$35	\$74	\$118

Effective January 1, 2021

Bin Size	Delivery and Removal	One Normal MSW Dump	Construction Waste (Heavy or Dense)
4 Cubic Yard	\$35	\$69	\$95
6 Cubic Yard	\$35	\$75	\$118

- b. Container Rental After Two Weeks \$6.00 Per Day
Of Non-Use, or
Container Removed Before Two No Charge
Weeks of Non-Use

6. Special Permits \$5.00 Monthly

7. Residential Penalty Fees

- a. Habitual Late Set Out \$17.70

- b. Extremely Dense or Heavy Waste* \$23.65 Per 90-100 Gallon Container
\$70.88 Per 300 Gallon Container
\$95.50 Per 400 Gallon Container

*concrete, dirt sand, sludge, or garbage contents weighing more than 500 pounds

The City Manager or his/her designee shall impose a fee of \$15.00, \$30.00 or \$100.00 per incident for residential or commercial customers not complying with City regulations defined in Sections 8.32.040(a) and 8.32.050 of the Casper Municipal Code, in addition to any other charges otherwise due the City by residential customers.

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B. COMMERCIAL SOLID WASTE COLLECTION SERVICES

1. Commercial Collection Tables*

Effective January 1, 2020

Number of Trash Pickup Services Per Week*	1 Yard Bin Monthly Charges	2 Yard Bin Monthly Charges	3 Yard Bin Monthly Charges	4 Yard Bin Monthly Charges	6 Yard Bin Monthly Charges	8 Yard Bin Monthly Charges	90 Gallon Bin Monthly Charges	200 Gallon Bin Monthly Charges	300 Gallon Bin Monthly Charges	400 Gallon Bin Monthly Charges
One Pickup Per Week	\$58	\$77	\$95	\$116	\$157	\$204	\$19	\$37	\$58	\$77

If commercial customer provides trash container, a 7% reduction is applied to the rate.

*NOTE: The monthly charges are linear for number of trash pickup services per week; therefore, charges for multiple pickups are multiplied by the monthly charges indicated in the above table for each size of container, i.e. two (2) pickups per week for a 4 Yard Bin would be $\$116 \times 2 = \232 .

Effective January 1, 2021

Number of Trash Pickup Services Per Week*	1 Yard Bin Monthly Charges	2 Yard Bin Monthly Charges	3 Yard Bin Monthly Charges	4 Yard Bin Monthly Charges	6 Yard Bin Monthly Charges	8 Yard Bin Monthly Charges	90 Gallon Bin Monthly Charges	200 Gallon Bin Monthly Charges	300 Gallon Bin Monthly Charges	400 Gallon Bin Monthly Charges
One	\$59	\$78	\$96	\$117	\$159	\$206	\$19	\$37	\$659	\$78

If commercial customer provides trash container, a 7% reduction is applied to the rate.

Commercial Collection Tables*

- | | | |
|----|---|------------------------|
| 2. | Special Collection | \$60.00 Minimum Charge |
| a. | First Five Minutes | Included |
| b. | Each Additional Minute of
Collection | \$12.00 |

(INTENTIONALLY LEFT BLANK)

3. Additional Requested Collection (must provide request for additional collection one day prior to requested date)

See Following Table

Effective January 1, 2020

Bin Size	Delivery and Removal	One Normal MSW Dump	Construction Waste (Heavy or Dense)
2 Cubic Yard	\$35	\$55	\$71
3 Cubic Yard	\$35	\$55	\$83
4 Cubic Yard	\$35	\$68	\$95
6 Cubic Yard	\$35	\$74	\$118
8 Cubic Yard	\$35	\$95	\$129

Effective January 1, 2021

Bin Size	Delivery and Removal	One Normal MSW Dump	Construction Waste (Heavy or Dense)
2 Cubic Yard	\$35	\$56	\$71
3 Cubic Yard	\$35	\$56	\$83
4 Cubic Yard	\$35	\$69	\$95
6 Cubic Yard	\$35	\$75	\$118
8 Cubic Yard	\$35	\$96	\$129

4. Commercial “On Call” Metal Bin See A.5.a., Residential “On Call” Metal Bin
5. Overfilled Bins \$12.00 Per Yard
6. Commercial Penalty Fees
- a. Habitual Customer Call Backs \$17.70
 - b. Extremely Dense or heavy Waste* Double Fees
 *concrete, dirt, sand, sludge or garbage contents weighing more than 500 pounds
7. Roll Off Container Services
- a. Delivery Fee \$90.00
 - b. Collection (Only) Service Fee \$231.00 Per Service
 - c. Disposal Rate X Tonnage
 - d. Container Rental (per day) \$3.00 Per Day or \$21 Per

		Week
e.	Pre-Service Payment (delivery and one collection fee)	\$321 Prior to delivery
8.	Customers Outside the City Limits Within a Two-Mile Perimeter	Apply 1.30% Multiplier to Solid Waste Commercial Collection Fees Found in Table B.1
C.	COMMERCIAL COLLECTION RECYCLING SERVICES	
1.	Commercial recycling service charges for City and non-City sanitation customers are determined by applying a multiplier to change the solid waste rate schedule fees found in B.1.	
	OCC – Old Corrugated Containers (Cardboard)	0.50 OR 50%
	OWP – Old White Paper or Office Pack	0.50 OR 50%
	UBC – Used Aluminum Beverage Cans	Free Collection

(INTENTIONALLY LEFT BLANK)

D. DISPOSAL CHARGES AT CASPER REGIONAL SOLID WASTE FACILITY

1. Municipal Solid Waste (MSW) Disposal Charges for residents of Natrona County. See Table Below. NOTE: An additional 30% fee will be assessed for individuals residing outside of Natrona County, with the exception of those individuals residing within jurisdictions having written agreements with the City of Casper.

a.

	Natrona County Residents and Other Residents Residing Within Jurisdictions Having Written Agreements with the City of Casper	Outside-Natrona County Residents
Residential Garbage	\$51.00 Per Ton	\$66.30 Per Ton
Residential Garbage	\$53.00 Per Ton (Eff. 1/1/21)	\$68.90 Per Ton (Eff. 1/1/21)
Automobile	\$6.00 Per Automobile	\$7.80 Per Automobile
10-Foot OR LESS Pickup Bed Quantity	\$18.00 Per Bed	\$23.40 Per Bed
Chlorofluorocarbon (CFC) Containing Appliances	\$32.00 Per Item (If Doors on Appliance)	\$41.00 Per Item (If Doors on Appliance)
	\$28.00 Per Item (If Doors Removed From Appliance)	\$36.40 Per Item (If Doors Removed From Appliance)
Passenger Cars and Pickup Tires	\$3.00 Per De-Rimmed Tire (Limit 30)	\$3.90 Per De-Rimmed Tire (Limit 30)
Heavy Truck Tires or Semi Tires	\$6.00 Per De-Rimmed Tire (Limit 30)	\$7.80 Per De-Rimmed Tire (Limit 30)
Bulk Car, Pickup Truck, Heavy Truck, or Semi Tires (More than 30 de-rimmed tires)	\$135.00 Per Ton	\$175.50 Per Ton
Electronics	No Charge	No Charge

Fluorescent Bulbs	No Charge	No Charge
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b. Residential Garbage Exceptions

Water Bill Punch Pass	Included in Monthly Rate	N/A
Household Hazardous Waste	No Charge	No Charge
Clean Yard or Green Waste	No Charge	No Charge
Clean Metals or Appliances	No Charge (Non CFC)	No Charge (Non CFC)

The City Manager or his/her designee shall impose a fee of \$15.00 per load, in addition to any other charges otherwise due the City by residential customers transporting unsecured loads, as defined in Sections 8.40.100(a) and 8.32.140(f) of the Casper Municipal Code, to the solid waste facility. Upon payment of the additional \$15.00 fee for unsecured loads, the City may, based upon available supplies, provide such user a tarp, mess cord, or other device to prevent material from blowing or otherwise falling out of any such vehicle.

c.

	Natrona County	Outside-Natrona County Businesses
Commercial Municipal Solid Waste Garbage	\$51.00 Per Ton	\$66.30 Per Ton
Commercial Municipal Solid Waste Garbage	\$53.00 Per Ton (Effective 1/1/21)	\$68.90 Per Ton (Effective 1/1/21)
8-Foot Pickup Bed Quantity	\$18.00 Per Bed	\$23.40 Per Bed
Chlorofluorocarbon (CFC) Containing Appliances	\$32.00 Per Item (If Doors on Appliance)	\$41.00 Per Item (If Doors on Appliance)
	\$28.00 Per Item (If Doors Removed From Appliance)	\$36.40 Per Item (If Doors Removed From Appliance)
De-Rimmed Passenger	\$3.00 Per Tire	\$3.90 Per Tire

Cars and Pick-up Tires	(Limit 30)	(Limit 30)
De-Rimmed Heavy Truck Tires or Semi Tires	\$6.00 Per Tire (Limit 30)	\$7.80 Per Tire (Limit 30)
Bulk De-Rimmed Tires (Car, Pickup truck, Heavy Truck and Semi Tires)	\$135.00 Per Ton	\$175.50 Per Ton
Tires Larger Than 10 Inches in Width and 22 Inches in Diameter	Rates will cover actual disposal costs. Disposal costs vary with market pricing. Current rate sheets will be available upon request.	
Electronics	\$0.40 Per Pound	\$.52 Per Pound
Fluorescent Light Bulbs	\$1.00 Per Bulb	\$1.30 Per Bulb

d. Commercial Garbage Exceptions

Clean Yard or Green Waste Other Than Grass (Check-in at Scale House)	No Charge	No Charge
Clean Yard or Green Waste (Check-in at Dawn to Dusk Compost Yard)	\$70.00 per Week	\$91.00 per Week
Grass (Check-in at Scale House) July 1 thru October 31	\$18.00 Per Truck Load	\$ 23.40 Per Truck Load
Clean Metals or Appliances	No Charge (Non CFC)	No Charge (Non CFC)

The City Manager or his/her designee shall impose a fee of \$50.00 per load, in addition to any other charges otherwise due the City by commercial customers transporting unsecured loads, as defined in Sections 8.40.100(a) and 8.32.140(f) of the Casper Municipal Code, to the solid waste facility.

2. Other Solid Waste

- a. Minimum Charge – Unless Specified \$63.00 Per Ton

- b. Waste Used as Alternate Daily Cover (ADC) or Clean Untreated Wood \$33.00 Per Ton
- c. Petroleum Contaminated Soils with TPH DRO/GRO 8015 Test Results \$63 Per Ton*
- *After 300 tons disposed per project a reduced rate of \$37.00 may apply.

0-10,000 PPM TPH		No Lab Surcharge
10,000-15,000 PPM TPH	\$250.00	Lab Surcharge, Plus Any Required Additional Laboratory or Disposal Costs Over the Surcharge
15,000- PPM TPH	\$500.00	Lab Surcharge, Plus Any Required Additional Laboratory or Disposal Costs Over the Surcharge

NOTE: Laboratory Work Must Be from a Local EPA-Certified Laboratory

- d. Friable Asbestos or Other Waste Requiring Special Handling \$85.00 Per Ton*
- *After one ton disposed per project a reduced rate of \$63.00 may apply.
- e. Trailers or Mobile Homes Too Large for Scale \$ 1,500 Minimum Additional Special Handling or Cell Development Fee May Apply
- f. Inert Waste (Construction and Demolition Waste that cannot be Baled) \$33.00 Per Ton Unlined Landfill
- g. Mixed Wastes \$102.00 Per Ton
- h. Wind Turbine Blades* and Motor Housing \$75 Per Ton
- *Special Handling Fee \$90.00 Per Blade

E. CONDITIONALLY EXEMPT SMALL QUANTITY GENERATOR (CESQG) HAZARDOUS WASTE

Rates will cover actual disposal costs. Disposal costs vary with market pricing and a current rate sheet will be available at the City's solid waste facility.

F. COMMUNITY CLEANUP PROGRAM

Fees Waived

Certificates may be issued by the Solid Waste Division in cooperation with the Keep Casper Beautiful.

G. NON PROFIT THRIFT STORES

B.7. Fees Apply, with
B.7.c. Ldf Disposal
Fees Waived and
B.7.d Rental Fees
Waived
D.1.c. Fees Apply, with
Electronic Fees
Waived

H. COMPOST YARD PRODUCTS

Compost Yard Product	Description	Retail Price Per Cubic Yard or Per 5-gal	Wholesale Price Per Cubic Yard*
4" Natural Mulch	Single Ground Tree Branches or Clean Wood	\$12.50	\$8.50
4" Natural Mulch 5 Gallons	Single Ground Tree Branches or Clean Wood in reusable 5-gallon bucket.	\$0.35	Not Available
2" Natural Mulch	Double Ground Tree Branches or Clean Wood	\$16.50	\$12.50
2" Natural Mulch 5 Gallons	Double Ground Tree Branches or Clean Wood in reusable 5-gallon bucket.	\$0.50	Not Available
Natural Fine Mulch	Wood Fines from screened double ground tree branches or clean wood	\$9.00	\$6.00
Natural Fine Mulch 5 Gallons	Wood Fines from screened double ground tree branches or clean wood in a reusable 5-gallon bucket.	\$0.75	Not Available
Colored Mulch	Double Ground Tree Branches or Clean Wood that has been Dyed Red, Black, Gold, Brown or other color.	\$35.00***	\$30.00***
Colored Mulch 5 Gallons	Double Ground Tree Branches or Clean Wood that has been Dyed Red, Black, Gold, Brown or other color in reusable 5-gallon bucket.	\$1.00	Not Available
Compost	Composted Yard Waste	\$20.00	\$18.00
Compost 5 Gallons	Composted Yard Waste in reusable 5-gallon bucket.	\$1.00	Not Available
Screened Top Soil	Sod dirt or top soil that has been through a ½" screen.	\$25.00	Not Available
Amended Top Soil	A combination of top soil, sand, fine mulch and compost	\$35.00	Not Available
Wood Pallet AND SAND		FREE	FREE
5-gallon Bucket	A 5-gallon bucket with no lid to carry product	\$4.00 each**	Not Available

Loading	Loading of material to customer vehicle.	\$10 per load	Not Available
Loading with Yard Waste Incentive Voucher	Loading of material to customer vehicle if the customer is utilizing yard waste incentive vouchers for free Product.	\$15.00 per load	Not Available

*Commercial company pre-ordered purchases only.

**Price for 5-gallon bucket may vary with market costs.

***Price may vary with current market costs to purchase the colorizer.

I. COMPOST YARD PRODUCTS -- PROMOTIONAL SALES EVENTS

Promotional sales events and pricing may occur seasonally with wholesale pricing and free loading.

J. COMMERCIAL EVENTS AND ACCIDENT SCENE STREET SWEEPING SERVICES

Commercial events and accident scene street sweeping services for special business events and accident scenes with responsible parties are determined by applying an hourly rate to the time to perform the service. An hourly rate of \$170 per hour is assessed Monday through Friday from 7 a.m. to 3 p.m. (normal operational hours) and an hourly rate of \$180 per hour is assessed during non-normal operational hours.

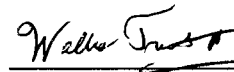
K. RESIDENTIAL YARD WASTE INCENTIVE PROGRAM

Natrona County residents may receive a voucher with a specific dollar value to use towards the purchase of compost or natural (non-colored) wood chips when they bring their yard waste to the compost yard. Only grass, leaves, twigs, and branches are eligible. One half (1/2) of a Pickup Truck Bed (a few bags or branches) = a \$2.00 voucher. A level Pickup Truck Bed = a \$5.00 voucher. A Heaping Pickup Truck Bed = a \$10.00 voucher. Vouchers cannot be exchanged for currency, they are not transferrable, and all vouchers expire one year from the issue date. Loading Fee with this program is \$15 per Load.

BE IT FURTHER RESOLVED: That Resolution No. 18-70 pertaining to fees for the collection, disposal or recycling of solid waste is hereby rescinded.

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2019.

APPROVED AS TO FORM:
(Solid Waste Rates 2020/2021)



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation:

Fleur D. Tremel
City Clerk

Charles Powell
Mayor

November 26, 2019

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

FROM: Tracey L. Belser, Support Services Director *TLB*
Dan Coryell, Fleet Manager *DC*

SUBJECT: Authorize the Purchase of One (1) New Combination Sewer Jet and Vac Truck, in the Total Amount of \$435,846.00 Before Trade, for Use by the Waste Water Collection Division of the Public Services Department.

Meeting Type & Date

Regular Council Meeting
December 17, 2019

Action type

Minute Action

Recommendation

That Council, by minute action, authorize the purchase of one (1) new combination jet and vac truck, from Floyds Truck Center, Casper, Wyoming, to be used in the Waste Water Collection Division of the Public Services Department, in the total amount of \$435,846.00 before trade.

Summary

On October 1, 2019 bids were requested for one (1) new combination jet and vac truck. On October 22, 2019, five (5) bids were received and opened from Wyoming vendors. Of the bids submitted, staff is requesting to move forward with the bid from Floyds Truck Center. While Vactor came in with the lowest cost at \$387,427.95, there are numerous and significant reasons why it didn't meet the bid specification, as identified below.

- 8.4: The bid specification included use of a hydraulically driven triplex pump, but the Vactor is set up with a Single Piston – dual action pump. Triplex pumps don't have the pulsing/hammering effect that single piston pumps do, thus they are less jarring to the vehicle and operator. In fact, it can be dangerous to use a soft digging wand using a single piston pump as the operator has to anticipate and compensate for the jamming action of the water coming out of the nozzle. Additionally, Wastewater Collection moved away from Vactor beginning in 2008 because the single piston dual action pump was causing undue wear and tear on the truck and resulted in a shoulder injury (surgery required).
- 9.1: The Vactor tank material was not as specified and not repairable as specified. Repairable is important, as damage to the tank would otherwise result in having to replace the entire tank at a great expense.

- 6.11: It was specified that payout/retrieve levers will be hydraulic, not electric over hydraulic, and the Vactor bid states electric over hydraulic. Electric over hydraulic results in a response lag between the time the operator engages a function and when the function occurs. This lag does not happen with entirely hydraulic systems. Additionally, electrical parts corrode in an H₂S-rich environment.
- 10.8/10.10: The bid specifications included both hydro excavation and wash down units. The purpose of this is to engineer out the danger of using high pressure when anticipating the lower pressure needed for washing down equipment. The Vactor bid only has one reel with variable pressure up to 3000 psi, performing the function of both a wash down unit and a hydro excavation unit.
- 10.7: The bid specifications included mid-ship curb side control station with isolation from the front of the truck controls; this allows for soft dig operation from the side of the truck so the operator is as close to the soft digging operation as possible. Vactor said it met this spec by providing a remote control that allows for operation of flow, pressure, and vacuum from any location, but the remote does not allow for operation of valves—something integral to the operation of a combination sewer truck.
- 12.2: The bid specification was to have air routings along the central axis of the unit, and Vactor has routings along the outside of the tank. Routing along the outside of the tank increases wear, based on our experience with Vectors.
- 14.5: The bid specification required blower to be driven hydrostatically, and Vactor's blower is transfer case driven. This means the blower speed is tied directly to the engine RPM, causing unneeded wear and tear on the engine and increased operating noise.
- 14.6/14.11: The truck was specified to vacuum and drive at the same time, but the Vactor is unable to perform this function. Vacuuming while driving is important when performing stormwater work. The reason Vactor cannot vacuum while driving is because operation of the vacuum is powered through a transfer case, meaning that the truck is in gear when vacuuming operations are occurring and thus a safety concern as transfer cases can jump into gear and injure an operator working in front of the truck.

The next lowest cost option was a bid submitted by CMI Teco for \$427,168.00. CMI Teco bid a Mack chassis and SECA body. There are modifications needed for the Mack chassis that is necessary to operate according to specifications, those include:

- Needs be Wide Track rear axle and the axle spacing (BS) is to be 54" if available.
- Battery box is on the wrong side. Need LH behind air tanks or with air tanks under.
- Will need 278" Wheelbase for Mack (dimensions on spec show 275.4)
- After frame(OH) needs to be 71"
- Need BOC cross member moved forward under the cab or deleted. Causes interference with pump mounting

These alterations and or changes in the Mack chassis will drive the costs above the bid price submitted making it more expensive than the bid submitted by Floyds Truck Center. Floyds Truck Center bid a Western Star chassis with a SECA body that meets all specs without any changes or alterations for \$435,846.00.

This purchase will replace one (1) 2008 Sterling vac truck that is due for replacement by age (11 years), and maintenance costs (\$233,827.08). The combination jet and vac truck cleans and maintains 350 miles of sanitary sewer lines throughout the city of Casper. All 350 miles of lines are on a four year rotating schedule of cleaning and maintenance to remain compliant with guidelines set by the Wyoming Association of Risk Management (WARM).

As required by Wyoming State Statute 15-1-113(b), the notice was published in a local newspaper once a week for a minimum of two (2) consecutive weeks. The recommended purchase of the new combination jet and vac truck from Floyds Truck Center, Casper, WY meets all of the required specifications for the new vehicle. The bids were as follows:

<u>Bid Item</u>	<u>Vendor</u>	<u>Bid Amount</u>	<u>Trade Amount</u>	<u>Net Cost</u>
(1) Combination jet and Vac truck	Titan Machinery Gillette, WY	\$387,427.95	\$87,427.95	\$300,000.00
(1) Combination jet and Vac truck SECA body	Floyds Tuck Casper, WY	\$435,846.00	\$63,000	\$372,846.00
(1) Combination jet and Vac truck Camel body	Floyds Truck Casper, WY	\$439,980.00	\$40,000	\$399,980.00
(1) Combination jet and Vac truck SECA body	CMI Teco Casper, WY	\$427,168.00	\$60,000	\$367,168.00
(1) Combination jet and Vac truck Super Product body	CMI Teco Casper, WY	\$421,422.00	\$40,000	\$381,422.00

Financial Considerations

This purchase was approved in the FY20 adopted budget and is funded by the Sewer Current revenue Fund.

Oversight/Project Responsibility

This purchase will be made by Dan Coryell, Fleet Manager, with oversight being transferred to Krista Johnston, Sanitary Sewer/Stormwater Manager, after the equipment is received.

Attachments

Bid Specifications

CITY OF CASPER
FLEET MAINTENANCE DIVISION
CITY OF CASPER
(307)235-8410
October 1, 2019

Notice is hereby given that the City of Casper, Wyoming will receive sealed bids at the Fleet Office, Casper Service Center, 1800 E. "K" Street, Casper, Wyoming, **until 2:00 p.m., October 22nd** for the following:

One (1) New Combination Sewer Jet and Vac Truck Body. This unit is to be used by the Wastewater Collection Division of the Public Services Department; unit must have the minimum specifications of:

General

Specifications: It is the intent of these specifications to specify the minimum requirement for the furnishing and delivery of **One (1) New Combination Sewer Jet and Vac Truck, including Chassis.** The unit shall be new and have less than fifty (50) hours and be less than twelve (12) months old, with full factory warranty. Units shall be delivered complete and ready for service, as specified, and **shall be equipped with all of the manufacturer's standard equipment, as advertised, whether or not specifically mentioned in these specifications,** in addition to all other equipment and attachments specified herein.

ITEM		MINIMUM SPECIFICATIONS	BIDDER SPECIFICATIONS
1. Equivalent Product	1	Bids will be accepted for consideration on any make or model that is equal or superior to the equipment specified. Decisions of equivalency will be at the sole interpretation of the City of Casper Purchasing.	
	2	Bidder shall demonstrate a reasonable likeness of the equipment being offered within a reasonable time of request. Equipment demonstrated shall be equipped with all accessories and components required in this specification to ascertain equivalence.	
	3	A blanket statement that equipment proposed will meet all requirements will not be sufficient to establish equivalence. Original manufacturer's brochures of the proposed unit are to be submitted with the proposal.	

2. Bidder Reference	1	To ensure adequate availability of parts and competent service from experienced suppliers, bids are preferred from vendors who have sold and serviced at least 20 units of same manufacturer within the vendor's service area. Include in bid 5 references with contacts with phone numbers of customers who have purchased from the vendor.	
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3. Service and Support	1	Location of warranty service center and amount of inventory shall be noted which may be verified and inspected.	
	2	Amount of OEM parts inventoried by vendor: \$	
	3	Years of servicing equipment being bid: Years	
	4	Number of factory qualified service technicians:	

	5	Normal replacement of parts within 3 business days	
	6	On-site mechanics training at a City of Casper facility or local facility shall be provided.	
	7	Factory pre-acceptance inspection at factory by two City of Casper staff, including travel and accommodations	

4. General	1	The specification herein states the minimum requirements of the City of Casper. All bids must be regular in every respect. Unauthorized conditions, limitations, or provisions shall be cause for rejection. Any bid not prepared and submitted in accordance with the bid document and specification, or any bid lacking sufficient technical literature to enable the City of Casper to make a reasonable determination of compliance to the specification will be considered "non-responsive" and grounds for rejection.	
	2	Total length of the unit cannot exceed 39' 11" due to storage constraints.	

5. Minimum Chassis Requirements	1	Must be Western Star 4700SF or similar.	
	2	Minimum GVWR: Front Axle 20,000#, Rear Axle 46,000#; Total GVWR 66,000#	
	3	Allison 3000 series automatic transmission.	
	4	Minimum engine rating 435 bhp at 2000 rpm, in a Cummins ISX12. (For blower/water pump drive purposes only, road speeds may require a higher hp) Provided powertrain must support simultaneous use of water pump and blower at 100% output, and will be tested to confirm performance upon delivery.	
	5	Engine operating design speed: 1700 rpm	
	6	Provisions for FEPTO out-drive with 24" frame extension	
	7	Provision for REPTO out-drive.	
	8	Set forward front axle.	
	9	Driver and passenger air ride seats.	
	10	Minimum 100 gallon fuel tank.	
	11	Chassis would have an effective CA of 188" with an AF of 71".	

6. Rotating Safety Hose Reel and Controls	1	Capacity of reel shall be 1000' x 3/4" high pressure sewer hose.	
	2	The hose reel will be constructed of 1/4" steel with a spinning profile designed to withstand maximum working pressure without distortion.	
	3	Reel flanges shall be 1 1/2" and shall be designed to prevent hose damage from contact during all normal working conditions.	
	4	All hoses used to supply the hose reel or its hydraulic system shall be flexible and shall be fully enclosed in a shroud and routed underneath the reel structure below the reel drum. The hoses shall be fully secured and protected against chafing and rubbing.	
	5	The reel shall be driven with hydraulic power for pay out and retrieve, either with or without the water pump in operation. The hydraulic drive shall have sufficient power to retract the hose when fully extended into the pipe with the cleaning nozzle in operation.	
	6	The hose reel drive system shall utilize a dual chain system.	
	7	The hose reel shall have the ability to extend and retract from the front of the truck hydraulically via two telescoping support rails. Reels extending via a pivoting motion or other similar methods will not be deemed acceptable.	

	8	The hose reel shall extend linearly 14" from the fully retracted position to the fully extended position. A hand operated hydraulic pump shall be provided to retract the hose reel in the event that a chassis failure disables normal use of the hydraulic system.	
	9	The safety reel will rotate a minimum of 250 degrees providing direct alignment to manholes. The rotating ability of the hose reel allows the operator to manipulate the hose reel into various positions depending on location of manhole. This allows for proper positioning of the hose reel without backing up or repositioning sewer machine. The hose reel is mounted on an industrial swivel bearing that is sealed and eliminates contamination from dirt. This industrial swivel bearing shall have minimum requirements of 7.88" I.D., 14" O.D., and 2" thickness. The industrial swivel bearing shall have a minimum load bearing weight of 5,000 Ft.-lbs. The bearing design shall have no wear points except the greasable ball bearings and the races, which are constructed of hardened steel to minimize wear. The bearing design minimizes any friction for easy pivoting. The rotating hose reel will lock into position using a manual, spring-loaded safety pin at 2" intervals. Reel rotation locks utilizing electric or air actuation are not acceptable.	
	10	Controls mounted on the rotating hose reel control panel shall be limited to: Engine throttle control, water pump on/off, water pump pressure adjustment, blower on/off, blower speed adjustment, water pressure gauge, vacuum gage, vacuum relief, work light switches, work mode indicator light and low water warning light.	
	11	The hydraulic controls for the rotating hose reel will consist of: variable speed control and payout/retrieve directional control. Payout/retrieve levers will be hydraulic, not electric over hydraulic.	
	12	The Sewer Hose Reel shall be equipped with a manual level wind.	
	13	The unit will be supplied with a Footage Meter mounted on the Hose Reel.	
	14	The unit will be supplied with a Digital Distance Counter that includes a digital screen with LCD display. The Digital Distance Counter measures the rotation of the hose reel and takes into account the diameter of the hose, the length of the hose, and the diameter of the hose reel drum. Based on that information, the Digital Distance Counter calculates the progress of the nozzle to the accuracy of +/- 3% and sends this information to the display screen. The Digital Distance Counter operates on 12 volts. User can store up to 10 distance counts for review at later time. The Digital Distance Counter should be capable of displaying either English in distances of either feet or meters.	
	15	The unit will be supplied with 1000 ft. of 3/4" Piranha sewer hose rated at 3000 psi.	

7. Cleaning Attachments:	1	The unit will be supplied with 6 - 18" DOT certified orange safety cones.	
	2	The unit will be supplied with a central lubrication system that will provide a common location that is ground accessible for all grease zirks.	
	3	The unit will be supplied with a hydraulic tool circuit powered via our live drive hydrostat pumps. This system will be rated at 9.5 gpm and 2000 psi and supplied with a manual hydraulic diverter valve to engage the system as well as Parker 60 series quick connects.	

8. Water System Pumps:	1	The water system will be used for Jetting, washing out the debris body as well as assisting in the cleaning process.	
	2	Water pump to be driven hydrostatically complete with the ability to vary the water volume from 0 to maximum water flow with one dial. Pumps driven via belt drive, drive shaft or transfer case shall not be deemed acceptable.	
	3	The water pump must be located with liquid end facing out toward the curb. This allows servicing the pump at ground level. Pump must be level with or below the discharge of the lowest water tank on truck (flooded).	
	4	Water pump shall be a hydraulically driven triplex PLUNGER design unit having a capacity of 0 to 55 gallons per minute and up to 3000 psi. System shall be activated via control located on the unit's control panel. Pump shall have 30 minute run-dry capability and shall be equipped with drain valve.	
	5	Unit shall have the ability to use water system and drive chassis in gear simultaneously.	

9. Water System Tanks:	1	Tank shall be constructed of welded/repairable .50", U.V. stabilized Duraprolene™ with a ten (10) year factory warranty. The Duraprolene™ is to be ultraviolet stabilized to prevent material break down. Total tank capacity shall be 1300 gallons of water with two interconnected 650 gallon tanks. The tanks shall be interconnected with a 6" crossover pipe. The baffles in the tank will be constructed of .50" Duraprolene™. These baffles will reduce sloshing and distortion by forming internal compartments. Tank bottom will be flat bottom type; pump intake will be located such to allow sediment to settle at tank bottom rather than entering and damaging pump.	
	2	Total water capacity to be increased by 200 gallons via a Duraprolene water tank mounted between the frame rails of the module. Said water tank shall be easily removed from the rear of the unit. Tanks requiring removal from the top and the relocation of the debris box above shall be deemed unacceptable.	
	3	Low water light will illuminate at operator station when 200 gallons is left in tank.	
	4	An audible alarm shall be supplied such that when the remaining water volume in the tank system reaches 150 gallons a horn of not less than 92 decibels will sound.	

10. Water System Attachments:	1	Water recirculation system for cold weather operation shall be included. Water recirculation shall not require more than 1 switch to activate. Switch must be located in cab. System must be able to recirculate wash down system, hydro-excavation system, and lateral jetting system, if so equipped.	
	2	An air purge coupler/adaptor will be installed which allows high-pressure air to force water from system.	
	3	An air purge system utilizing the chassis air system shall be supplied. Said system will utilize an air protection valve to protect chassis air system from a low pressure condition. In addition, the system shall utilize its own surge tank separate from the chassis system as well as a manual isolation valve between the chassis and this system. Also, an additional manual valve shall be provided to energize the system.	
	4	Water system shall be equipped with a 2.5" Hydrant fill system with a 25' fill hose complete with standard hydrant connection fitting.	

	5	Water system shall be equipped with an analog water pressure display mounted at operators station, pressure relief valve for system safety, and overflow pressure will return to water tank.	
	6	A standard wash-down system shall be included with quick connect ports located at the front of the unit as well as mid-ship. A handgun shall be included with on/off trigger.	
	7	A second operators station located mid-ship of the unit on the curb side shall include controls to vary the water volume from 0 to full flow as well as work mode switch, throttle switch, and water on/off switches mounted in a NEMA 4 rated enclosure. These electrical switches shall also be independent of the front operating station such that only this station can control the appropriate function when the mid-ship work mode switch is activated.	
	8	In addition to the standard wash-down features, the wash-down system shall include a retractable reel with 50' of 3/8" hose regulated to 500 psi and mounted mid-ship of the unit. System shall also include an isolation valve to allow bypass of said system.	
	9	Unit shall be equipped with a storage rack for the fill hose.	
	10	A hydro excavation package rated at 10 GPM @ 2000 PSI shall be included as standard. Said package shall include a set of two digging wands (rotary and fixed nozzles), a 6' digging tube with elastomeric end and a self-winding hose reel complete with 75' of 3/8" hose. In addition, a blower on/off switch mounted in a NEMA 4 rated enclosure and control to vary vacuum from 0 to 18" shall be added to the mid-ship control station. These electrical switches shall also be independent of the front operating station such that only this station can control the appropriate function when the mid-ship work mode is activated.	
	11	A filter for the water tank fill inlet shall be provided in order to clean the water coming from the hydrant. Said filter shall be of a "Y" strainer design complete with a 25 micron filter.	
	12	Water system shall be equipped with a continuous fill system.	

11. All-Weather Tool Storage System:	1	All tool boxes shall be constructed of aircraft grade aluminum alloy and come equipped with rubber seals.	
	2	All tool boxes shall come complete with rain gutters, "T" handle paddle latches, swing down doors and key locks all keyed to a common key.	
	3	(1) Alum Toolbox 24"x36"x96" - Behind Cab (2) Alum Toolbox 18"x18"x30" - Passenger (2) Alum Toolbox 18"x18"x24" - Rear (1) Alum Long Handle Toolbox able to accommodate 96" long tools- Rear	
	4	A tool box mounted street side of the unit behind the front bumper measuring 12"x12"x14" shall be provided.	
	5	Long Handled tool storage. Qty. (2) 4" diameter tubes and locking cabinet.	

12. Debris Box and Rear Door Assembly:	1	Debris tank capacity shall be 12 cubic yards and will be constructed of 3/16" EXTEN steel. Body shall be continuously welded for strength and pressure rated for appropriate operating conditions.	
	2	Debris inlet and air exhaust shall be co-located along the central axis of the machine. Designs with air routings along the side of the unit shall not be accepted.	

	3	Tank to be equipped with an external debris level indicator, which monitors the internal level of debris in the tank. Sight eyes are not acceptable.	
	4	Audible tank level indicator shall sound an audible warning when level in the debris box has reached its maximum level. Said level shall be adjustable to allow for various materials. Must include switch to disable alarm.	
	5	Rear door of the unit to be equipped with 6" brass discharge valve.	
	6	Rear door to be a flat profile constructed of 1/4" EXTEN steel with adequate reinforcement.	
	7	Door to be top hinged with two (2) heavy-duty industrial hinges which shall utilize shims to allow for adjusting the door for seal wear. Hinge assemblies utilizing slotted plates or other arrangements shall not be deemed acceptable.	
	8	Door gasket to be one piece, 1-1/2" heavy-duty neoprene material and mounted on the rear door. The door seals mounted on the debris body are not acceptable as they are prone to more wear when mounted on the debris body.	
	9	Door to be equipped with (4) four hydraulic door locks to assure proper sealing. These locks shall be mechanical over hydraulic such that if hydraulic pressure is lost the door shall remain sealed. Designs requiring any type of manual locking mechanism are not acceptable.	
	10	The air inlet from the tank is to be equipped with a minimum of two automatic shut-off float balls. These floats shall be 10" in diameter and constructed of stainless steel.	
	11	The rear door to be equipped with two (2) hydraulic cylinders to open and close door of the debris tank. Single cylinder arrangements are not acceptable as they allow for no redundancy.	
	12	Tank shall be capable of dumping by raising 50 degrees using a single hydraulic cylinder; hydraulic cylinder rating is 49,000 LBS.	
	13	A splash plate shall be provided which wraps around the lower half of the debris body and acts to direct the material being dumped toward the rear of the body. This splash plate shall cover a arc of approximately 180 degrees and shall be a minimum of 6" deep.	
	14	Pipe Rack Carousels are deemed unacceptable due to safety issues posed by strong winds	
	15	A debris body wash out system shall be supplied. This system shall be rated to utilize the entire output of the water system with nozzles located at floor level of the body in order to assure the most effective body cleaning.	

13. Debris Box and Rear Door Assembly:	1	Unit shall be equipped with a rotating hydraulic boom, which allows for vacuuming of debris within a 180-degree arc.	
	2	Boom shall be equipped with a 120" hydraulic extension to allow for ease of operation in areas varying from 17' to 27'.	
	3	All boom functions shall be hydraulically actuated via a 12V joystick mounted on the front hose reel operators station. Functions shall include rotation, lift and extension.	
	4	Boom shall utilize an 8" suction hose.	
	5	Boom shall be equipped with curved guide plate at operating end for protection of hose during extension and retraction.	
	6	Boom rotation to be facilitated by dual hydraulic cylinders.	

	7	The boom shall be telescoping in design such that the debris hose will not change height when extending said boom. This telescoping feature will be of a tube-in-tube design and said tubes shall be sealed by both a static packing ring as well as a self-adjusting dynamic seal constructed of segmented sections of ultra-high density polypropylene. Boom shall telescope 10'.	
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14. Positive Displacement 4400 CFM & 18" Hg Air Conveyance System:	1	Airflow shall be provided via a positive displacement blower and shall have a capacity of 4400 CFM and 18" of vacuum.	
	2	Airflow shall be filtered via TWO individual cyclone separators complete with a clean out chamber located below the cyclone.	
	3	A final filter chamber shall be located immediately prior to the blower intake and shall include TWO replaceable and/or reusable 10-micron cartridge filter elements. Latch for filter access shall be no more than 24" above the top of the chassis frame rail to allow safe and convenient operator access.	
	4	Latching mechanism for cyclone separator and final filter access shall be no more than 22" above the top of the chassis frame rail to allow safe and convenient operator access.	
	5	Blower to be driven hydrostatically complete with the ability to vary the air volume from 0 to maximum air flow. Blowers driven via belt drive or transfer case shall not be deemed acceptable.	
	6	Unit shall have the ability to use vacuum system and drive chassis in gear simultaneously.	
	7	Blower shall be equipped with 8" discharge silencer.	
	8	The VACUUM airflow system shall be equipped with three (3) VACUUM relief valves, which allow air to enter the system when vacuum exceeds 18" HG.	
	9	The airflow system shall be equipped with a 6" vacuum relief system.	
	10	A fan powered vacuum system shall not be deemed acceptable.	
	11	Chassis must remain in neutral when blower system is in use in stationary applications to assure operator safety.	
	12	Water and blower system must be powered by FFEPTO, not by transmission and transfer case to maintain the ability to vacuum and drive.	

15. Electrical System:	1	The module electrical system shall utilize a 12 volt wiring architecture. Multiplexing, including CANbus, shall not be used for any function, measurement, or monitoring purposes on the sewer cleaning module.	
	2	The control panel will be located on the hose reel. All controls shall be mounted in a weather tight NEMA 4 control panel.	
	3	This control panel will include ONLY the following switches for operation of the unit:	
		- Work Mode - Road Mode Switch	
		- Blower On-Off Switch	
		- Water Pump On-Off Switch	
		- Chassis Throttle On-Off/Increase-Decrease Switch	
	4	In- cab controls shall include:	
		- Recirculation activation only	

	5	A wireless remote control system shall be supplied to actuate various functions on the unit. Said unit shall conform to the following parameters:	
		- The wireless remote RF unit will use a microprocessor controlled PLL synthesizer with up to 85 different channels.	
		- The wireless remote will operate in the frequency range of 902 – 928 MHz.	
		-The wireless remote will have a range of 300’ with an obstructed view and 1000’ with an unobstructed view.	
		- The wireless remote will have an automatic shutdown feature if the base unit loses remote’s signal.	
		- The wireless remote will have an operating time of 130 hours of continuous use.	
		- The wireless remote will include a battery charger utilizing a 12 volt source.	
		- The wireless remote shall have a temperature range of -20° to 160° F.	
		- Remote functions will include hose reel payout/retrieve, blower on/off, boom control left/right, extend/retract, up/down, vacuum relief, water pump on/off, throttle up/down, and kill switch.	
		-Should the remote need to be replaced, operating parameters shall be stored in wireless receiver, allowing in the field pairing with "off the shelf" replacement remote.	
	6	An enhanced visibility camera system shall be supplied. This system shall utilize a split screen monitor located in the cab complete with camera heads mounted on the front and rear of the unit.	

16. Hydraulic System:	1	System power shall be provided by twin hydrostatic transmissions, one to supply power to the water pump drive and the second to provide power to the blower drive	
	2	All functions controlled hydraulically shall utilize Deutsch DT 2 pin electrical connections and have their respective switches located in the units control panel.	
	3	Shut-off valves will be installed on the suction lines to facilitate servicing of the hydraulic pump without the need of draining.	
	4	All hydraulic functions shall be powered from the engine directly. No power take offs (PTOs), chassis drive line transfer cases, belt drive/jack shaft power dividers etc. will be allowed.	

17. Paint:	1	Before painting, all metal shall be cleaned and etched with a phosphoric wash to insure permanent bond of primer and paint.	
	2	All components of the unit whether purchased or manufactured shall be BOTH primed and painted prior to assembly in order to assure maximum resistance to corrosion. Painting after the assembly process is NOT acceptable.	
	3	The unit shall have the main frame painted black and debris tank assemblies shall be painted standard white.	
18. Accessories:	1	6" x 10' Flat Discharge Tube	
	2	8" x 6' Crown Suction Nozzle	
	3	Nozzle Set, for 3/4" hose, to include:	
		-Warthog, Stoneage (WHR 3/4)	
		-Fir nozzle, Nozzteq (FIR)	
		-wash down nozzle, Nozzteq	

		-Type 60 Chisel Point Nozzle, Enz, (61.075)	
		-Pipewolf	
		-Tri jet 3D	
		-4" Skid	
		-6" Skid	
	4	Wash down gun	
	5	Three (3) 8" x 6' Extension Tubes	
	6	One (1) 8" x 4' Extension Tube	
	7	Five (5) Quick clamps	
	8	Hydrant Wrench	
	9	25' Fill Hose	
	10	Paper Owners Manual	
	11	Thumb Drive Owners Manual	

19. Safety Lighting:	1	DOT Lighting Packaging including (2) mirror strobes, (2) rear spill plate mounted oval strobes, and (8) side/grill mounted strobes	
	2	Limb guard (strobe or beacon)	
	3	LED arrow board	
	4	LED panel mounted work light	
	5	LED manhole area work light	
	6	LED Curbside body mounted work light	
	7	LED Boom mounted work lights (2) (Complete with limb guard)	
	8	LED Rear mounted work lights (2)	
	9	LED Handheld wireless 12V/110V rechargeable LED spotlight w/storage	

NOTE: These forms may be duplicated.

Exceptions to any of the provisions of these specifications may be waived provided they are clearly stated in the bid, and if in the opinion of the City of Casper, the bid complied with the intent of the specification.

Should funding be inadequate to cover the items bid, all bids may be rejected or quantities adjusted to fit budget amount.

Any items bid that are not awarded by the City of Casper within 120 days of the bid opening will be considered void.

All contacts should be made through Dan Coryell, Casper Service Center, Casper, Wyoming, 82601. Phone 307-235-8410.

**PROPOSAL FOR FURNISHING
ONE (1) NEW COMBINATION SEWER JET AND VAC TRUCK, INCLUDING CHASSIS
FOR THE
PUBLIC SERVICES DEPARTMENT WASTE WATER COLLECTION DIVISION**

Proposal of (Name) _____
(Address) _____

to furnish equipment as specified to the City of Casper, Wyoming, in accordance with specifications dated October 1, 2019.

BID ITEM: _____
Description: _____

Chassis Make and Model: _____
Body Make and Model: _____
Federal Certified GVW: _____

- I. Price bid for one (1) new combination sewer jet and vac truck, including Chassis, as specified \$ _____
- II. Trade-in allowance for Unit #70975 Sterling/Vac truck 26,270 Miles 2008 LT7500 VIN# 2FZHATBS28AZ87073 \$ _____
- III. NET COST TO THE CITY: (Total Price) \$ _____
- IV. Delivery: F.O.B. manufacturer of the City of Casper's choice within ____ calendar days after award of contract by City Council.
- V. Trade in unit will be considered optional if, in the opinion of the City of Casper authorized staff, it is found to be in the best interest of the City of Casper to do so.

In addition to this proposal, the undersigned herewith submits complete information, including specifications and descriptive literature to fully describe and illustrate the equipment and accessories offered. Incomplete bid specification will be considered non-compliant and rejected.

Bidder proposes to deliver equipment in accordance with the schedule above and agrees that liquidated damages will be charged to him in accordance with specifications if delivery is not made in accordance with said schedule.

A bid bond, certified check, or cashier's check made payable to the City of Casper, Wyoming, in an amount of five percent (5%) of the total amount of this bid is enclosed as per requirements of section II. The undersigned certifies that he understands the specifications relating to said bid security and agrees to the conditions set forth in said specifications.

Discounts will be allowed for prompt payment as follows:

10 Day _____%; 20 Days _____%; 30 Days _____%.

Submitted By: _____ Title: _____ Date: _____

Signature: _____ Phone: _____

CITY OF CASPER, WYOMING
SPECIFICATIONS FOR
ONE (1) NEW COMBINATION SEWER JET AND VAC TRUCK, INCLUDING
CHASSIS
(Approved by the City Attorney, 2014)
Dated the 1st Day of October, 2019

I. GENERAL:

The following specifications, including exhibits, attached hereto, shall constitute the minimum acceptable specifications for the goods and/or services for which bids are requested. Bidders shall include all items standard to article bid, whether or not specifically mentioned in these specifications.

All goods shall be new and the latest current production models meeting the terms of the specifications.

No bids may be withdrawn within thirty (30) days after the scheduled closing time for receipt of bids without the consent of the City of Casper, Wyoming.

II. BID GUARANTY:

The City of Casper is required by Wyoming Statutes, 15-1-113, to receive a certified check, cashier's check, bank draft upon a reputable bank, or a bid bond in the amount of five percent (5%) of the total bid shall be provided for each bid submitted. If the bid is for more than one hundred and fifty thousand dollars (\$150,000), only a bid bond with sufficient surety in the amount of five percent (5%) of the total bid amount will be accepted to consider any bid. Bid with deposit shall be filed with the FLEET OFFICE, Casper Service Center, 1800 E. "K" Street, Casper, WY 82601, securely sealed, and endorsed upon the outside of the wrapper, with a brief statement as to the nature for which the bid is provided. Upon bid award, such surety shall be returned to the unsuccessful bidder(s). In the case of the successful bidder, five percent (5%) surety will be retained by the City until a proper bond or other proper bid guarantee to secure performance has been filed and approved if required by the specifications of the bid.

III. SCHEDULE FOR DELIVERY AND LIQUIDATED DAMAGES:

Unless a schedule has been specified in the bidding documents, each bidder shall specify, in its proposal, the time required for delivery of his goods to the place designated.

The provisions of Section II BID GUARANTY, shall apply to all bids, contracts and delivery times as specified. Failure to enter into a contract for said bid with the city within 30 days of the award or failure to proceed and/or deliver upon said bid or contract will result in forfeiture of bid guarantee.

IV. PLACE OF DELIVERY:

The successful bidder shall deliver the goods to the City of Casper, Casper Service Center, 1800 East "K" Street, Casper, Wyoming, unless otherwise specified.

V. CONDITIONS OF DELIVERY; RIGHT OF INSPECTION:

Goods, when delivered, shall be accompanied by a Statement Dealer's Certificate of Servicing and Inspection signed by the bidder certifying that the goods have been inspected and complies in all respects to the contract. Bidder shall attach to said statement a certificate by the manufacturer of the goods certifying that said goods have been inspected and serviced in the event the goods are not manufactured by the bidder. The City may, in its discretion, waive this requirement.

The City further reserves the right to make an inspection of the goods within a reasonable time after delivery to ensure compliance with the contract. Failure by City to make such inspection or upon inspection, failure to discover defects which cannot reasonably be discovered upon inspection, shall not constitute a waiver or be a limitation upon any remedy which the City may have at law or in equity.

VI. WARRANTY:

Each bidder shall enclose, with their bid, a copy of the warranty which applies to the goods proposed to be furnished. The warranty supplied will be considered by the City in determining the responsibility of the bidders.

VII. SERVICE FACILITIES:

It is essential that repair parts and service be adequate and readily available so that the goods can be maintained in good operating condition without protracted time loss for repairs.

The BIDDER SHALL CLEARLY STATE in his proposal the extent to which he carries a complete inventory of repair parts and service facilities. The City reserves the right to evaluate past performance of each bidder in analyzing the bid received and to consider such evaluation, in addition to other factors, in awarding the contracts for equipment.

VIII. DETAILED SPECIFICATIONS:

Goods bid shall conform to the detailed specifications outlined for the various bid items, attached hereto. No deviations from the terms of the specifications will be allowed, and such deviations shall be grounds for rejection of any bid, provided, however, that the City may allow any deviation if it finds, in its sole discretion, that the deviation is not a material deviation.

If bidder submits a bid using differing materials from those specified, he shall submit complete specifications for those items, including proposed manufacturer and catalog numbers with appropriate literature. The City may consider such specifications if it finds, in its sole discretion, that said specifications meet the intent of its specifications set forth herein and do not differ materially from its specifications.

IX. STATEMENT OF COMPLIANCE:

Should any requirement in these specifications not be included in manufacture's specifications sheets, bidder shall include with his bid, a statement of compliance. Failure to do so may be held as grounds for disqualification of bid.

X. CONSIDERATION OF BIDS:

The City of Casper, Wyoming, reserves the right to evaluate all bids received on the basis of the conformance with these specifications, the availability of repair parts, and the adequacy of service facilities, the delivery schedules, and other criteria as well as (net) cost, and to consider such evaluation in awarding contracts for the furnishing of the bid items specified. The City will award the contract to the lowest responsible bidder.

XI. PAYMENT

The City shall make a lump sum payment upon delivery and acceptance of all goods bid. A complete City of Casper voucher shall be processed for payment after an invoice is received from the vendor. Payment will be made within forty-five (45) days pursuant to Wyoming State Statute 16-6-601.

Statute W.S. 16-6-602:

16-6-601. Definitions.

(a) As used in this article:

(i) "Agency" means any department, agency or other instrumentality of the state or of a political subdivision of the state;

W.S. 16-6-602. Payment of agency accounts; interest.

Except as provided by contract, any agency which purchases or procures goods and services from a nongovernmental entity shall pay the amount due within forty-five (45) days after receipt of a correct notice of amount due for the goods or services provided or shall pay interest from the forty-fifth day at the rate of one and one-half percent (1 1/2%) per month on the unpaid balance until the account is paid in full, unless a good faith dispute exists as to the agency's obligation to pay all or a portion of the account.

XII. SALES TAX EXEMPTION CERTIFICATE:

The City of Casper, Wyoming, is exempted for paying the sales tax specified by Wyoming Statutes, and from paying Federal Excise taxes. Upon request, an exemption certificate will be furnished to the successful bidder.

XIII. GOVERNING LAW:

In the event of any claim, suit, or demand which may result from a bid or bids submitted thereunder, or the award of any contract as a result of submission of a bid, the bidder or bidders agree that Wyoming law shall govern any such claim, suit, or demand the rights and duties of the parties thereunder.

XIV. ADDITIONAL INFORMATION:

If additional information is required, written instructions shall be issued. No oral instructions or interpretations will be considered binding unless confirmed in the form of addenda and shall be furnished to all bidders who shall submit a signed copy of all addenda with their bid. Please refer all questions to Dan Coryell, 1800 East "K" Street, Casper, Wyoming, 82601, (307) 235-8410.

November 27, 2019

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 Self-Contained, Self-Propelled Truck Mounted Striping Machine in the Amount of \$373,673.00 Before the Trade-In Allowance, for Use by the Traffic Division of the Public Services Department.

Meeting Type & Date
Regular Council Meeting
December 17, 2019

Action type
Minute Action

Recommendation

That Council, by minute action, authorize the purchase of one (1) new self-contained, self-propelled truck mounted striping machine from EZ-Liner, Orange City, Iowa, to be used in the Traffic Division of the Public Services Department, in the total amount of \$373,673.00 before the trade-in allowance.

Summary

The original advertisement for requesting of bids on a new striping machine was sent out on October 8th, 2019 with an opening for October 25th. No bids were received at that time, therefore, the deadline was extended until November 12th. On November 12th, one (1) bid was received and opened from EZ – Liner of Orange City, Iowa. The bid received from EZ – Liner met all specs listed.

This purchase will replace one (1) self-contained, self-propelled truck mounted striping machine in the Traffic Division that is due for replacement by age (21 years), mileage (27,317 miles), and maintenance costs (\$125,085.65). The striping truck is used from late spring through early fall each year, painting all street lines and curbs throughout the city. This is a massive undertaking, with the total of 1,477,138 feet of paint lines being applied yearly.

As required by Wyoming State Statute 15-1-113(b), the notice was published in a local newspaper once a week, for a minimum of two (2) consecutive weeks.

<u>Bid Item</u>	<u>Vendor</u>	<u>Amount</u>	<u>Trade-In</u>	<u>Total</u>
(1) EZ –Liner model TS-AL240 on a Peterbilt 220 Chassis	EZ -Liner Orange City, IA	\$373,673.00	\$20,000.00	\$353,673.00

The recommended purchase of the new self-contained, self-propelled truck mounted striping machine from EZ-Liner, Orange City, Iowa, meets all of the required specifications for equipment in this application.

Financial Considerations

This purchase was approved in the FY20 adopted budget and is funded by the Optional One Cent Thirteen Tax Funds.

Oversight/Project Responsibility

This purchase will be made by Dan Coryell, Fleet Manager. Oversight will be transferred to Shad Rodgers, Streets & Traffic Manager, after the equipment is received.

Attachments

Bid Specifications

CITY OF CASPER
FLEET MAINTENANCE DIVISION
CITY OF CASPER
October 2, 2019

Notice is hereby given that the City of Casper, Wyoming will receive sealed bids at the Casper Service Center, 1800 E. K Street, Casper, Wyoming, **until 4:00 p.m., October 22, 2019** for the following:

One (1) New **Self-Contained, Self-Propelled Truck Mounted Striping Machine**, to be used in the Streets Section of the Public Services Department.

General Specifications:

It is the intent of these specifications to specify the minimum requirement for the furnishing and delivery of One (1) new **Self-Contained, Self-Propelled Truck Mounted Striping Machine**, to be used in the Streets Section of the Public Services Department. This unit shall be new with less than One Thousand Five hundred (1500) miles and be less than six months old. Unit shall be delivered complete and ready for service, as specified, and shall be equipped with all of the manufacturer's standard equipment, as advertised, whether or not specifically mentioned in these specifications, in addition to all other equipment and attachments specified herein.

<u>ITEM</u>	<u>MINIMUM SPECIFICATIONS</u>	<u>BIDDERS SPECIFICATIONS</u>
EQUIPMENT PERFORMANCE REQUIRMENTS	Unit shall be capable of applying retro-reflective lines of varied widths from 4" to 6" with the spaces between the lines adjustable from 0" to 6".	__yes__
	Unit shall be capable of paint application speeds from 4 to 8 mph.	__yes__
	Unit shall be capable of highway speeds up to 60 mph minimum.	__yes__
	Unit shall be capable of applying standard latex traffic paints at a wet film thickness of up to 15 mils.	__yes__
	Standard specification glass beads shall be applied at a rate of 6 lbs. to	

8 lbs. per gallon of paint.

__yes__

Unit shall be designed to operate in its own lane of traffic and shall apply markings using the center line and edge line carriage simultaneously. Independent carriage steering systems shall allow adjustment of the striping gun carriages.

__yes__

When loaded (paint, beads, operators), the unit shall not exceed the manufacturers weight rating of the vehicle at any tire or axle position.

__yes__

Manufacturer of the unit must have experience in the production of similar units. No one of a kind or proto-type models will be accepted. Bidder must list at least five (5) units with high visibility design operator cab and heavy duty gun carriage. Bidder shall provide pictures of each referenced truck with bid. A contact name and current phone number along with email address shall be provided with bid. Failure to provide list of references may result in disqualification of bid.

__yes__

Overall height not to exceed 12' in both the operational and storage mode.

__yes__

TRUCK CAB/CHASSIS

The truck chassis shall be a new diesel powered C.O.E. (cab over engine) vehicle with the following minimum specifications. Chassis engine must comply with all Federal and State regulations. (current year

	Peterbilt Model 220 or Equal)	<u>yes</u>
GVWR	26,000 lbs. (10,000# front and 17,000# rear) minimum	<u>yes</u>
Wheelbase	178" approximately	<u>yes</u>
Frame	Shall be rated at 120,000 PSI 9 7/8" steel frame rails.	<u>yes</u>
Brakes	Anti-lock braking system with Bendix AD-IS heated air dryer and painted steel air tanks.	<u>yes</u>
Engine	Diesel powered engine w/diesel electronic fuel injection and engine management system, capable of producing 250 hp @ 2600 rpm minimum.	<u>yes</u>
Fuel Supply	45 gallon minimum capacity, driver's side with 6.6 DEF on driver's side.	<u>yes</u>
Engine Air Intake	Dry element, heavy duty.	<u>yes</u>
Alternator	160 AMP minimum	<u>yes</u>
Battery	(2) 12 volt batteries, maintenance free, 1,400 CCA minimum. Battery disconnect shall also be provided.	<u>yes</u>
Transmission	Automatic transmission, electronically controlled, fully compatible with engine control system. (Allison five speed or equal)	<u>yes</u>
Shock Absorbers	Front shock absorber	<u>yes</u>
Tires	Steel belted radial sized to match GVWR and GAWR ratings, highway treads	<u>yes</u>
Cab cab (high	Fully enclosed tilt type custom with individual driver's seat back, air-ride, adjustable),	

two passenger seat compartment under right sun visors, two- intermittent windshield wipers and washers, seat belts, air conditioning, heater, engine tachometer and hour meter, right and left side mirrors to be 7"x11" (minimum) remote controlled, tinted safety glass windows, rear window AM/FM/CD/ Weatherband stereo, back up alarm, power door locks and windows, tilt/telescoping steering column, highway cruise control, and two (2) sets of keys for all locks.	person bench type with storage seat, left and speed
--	--

yes

Electrical and Lights	Headlights, emergency flasher lights, complete with cab lights, and all other lighting equipment. shall include low control to be able down to 4 mph speedometer.
clearance standard The chassis speed engine to lock in speeds and a digital	

yes

STRUCTURAL

The unit shall be equipped with a heavy-duty channel aluminum platform to accommodate all line marking components. The construction of the equipment platform shall consist of 8" risers, 4" structural channel long sills, 3" structural channel cross members at 16" to 24" centers and 3/16" minimum smooth aluminum floor plate deck with an integral formed rub rail. Six-inch wide grip material with six-inch spacing shall be provided on the deck plate. The platform shall measure 84" in front of the operator's cab to allow adequate visibility of the carriages from the operator's sitting position, 88" forward of the carriages and 102" wide operator cab deck.

yes

The platform shall be secured to the truck frame by a minimum of four (4) heavy-duty grade 8 bolts per riser with four or six risers on each side of the platform. The risers shall be bolted to

the chassis frame rails and also to the structural channel long sills. The risers are to be 8" minimum in height to give proper clearance for installation of plumbing and control lines and to facilitate ease in maintenance, breakdown and cleaning. The platform shall further be equipped with recessed corner clearance lights and three recessed rear lights in the middle of the platform and all necessary reflectors as required by law. All deck and clearance lights shall be LED type.

yes

A 42" high welded railing of 1½" square tubing minimum shall be placed around open portions of the platform. All railings shall be welded to the platform for stability and shall have a mid rail.

yes

A minimum of two (2) 1½" square steel tube minimum, offset fold up type ladders shall be installed on the unit to provide convenient access to the equipment on the platform with one on each side. With standard steel fold up ladder at the right front corner of the front deck. Ladders when deployed shall be angled to aid ascent and descent. A finger pull latch will store the ladders in a flush position with the railing when not in use. (Chain type ladder storage will not be acceptable.) Chrome handrails shall be bolted to the platform safety railing vertically on each side of ladder entrance areas for safety. These handrails shall measure 24" long each minimum.

yes

Removable aluminum fenders shall be installed with aluminum guard to the front, and mud flap with anti-sail bracket to the rear.

yes

The 6"x96" rear bumper shall be constructed of heavy-duty channel steel with structural steel channel supports. Supports shall be affixed to the chassis frame. Bumper shall be installed a minimum of 15 ½" (+/- 2") from the road surface. Steps shall be an integral part of the rear bumper to allow staircase style access from rear of the unit to the operator's stations. The rear bumper shall be equipped with all required safety reflectors.

yes

The Unit shall be equipped with an operators' environmental enclosure on the rear of the platform measuring approximately 102" wide x 60" deep x 76" high. Support posts shall be kept to a minimum to provide maximum visibility for the operator and still allow adequate support for the enclosure. The enclosure shall be mounted directly to the chassis frame rails to maintain a low overall profile. The enclosure corner posts and structural frame shall be constructed of heavy-duty aluminum tubing. The operator's enclosure shall be covered with 10 gauge minimum

aluminum sheeting and shall be electrically welded at all joints. The front corners of the operators' cab shall be angled to provide maximum visibility of the gun carriages while seated in each operator's seat, a minimum of 80% of these angled front panels shall be tinted safety glass. The windows behind each operator and in front of the control console shall be vertical slider type to allow for ventilation. The side windows shall have pocket type vertical slider windows. One-inch insulation with black perforated vinyl covering shall be installed on interior cab walls and ceiling. A ½" thick insulated floor mat shall also be provided for operator comfort. Two (2) variable speed auxiliary fans shall be provided. An AM/FM/CD/MP3 stereo radio with two (2) speakers shall be provide in the operators' cab. Access and egress shall be from the rear. At the rear, unit shall be equipped with stairs and right side handrail. The rear access stairs shall be an integral part of the rear bumper and shall have a non-slip surface. Detailed drawings and pictures shall be provided to ensure that the operator's enclosure is ergonomically designed and shall allow full view of the paint and bead guns by the operators while sitting naturally and comfortably in their seats.

yes

Two air-ride Bostrom (or equivalent) seat assemblies shall be mounted with 5" fore/aft adjustment, one on the left and one on the right side of the enclosure. Each seat assembly shall be equipped with seat belts, seat tethers, fold up armrests, and full backrest. A cup holder shall be provided for each operator's station to be sent along for the operators' to install.

yes

An air conditioning unit shall be provided for the operator's cab rated at 39,500 BTU's of cooling with 577 cfm air flow and 48,000 BTU's of heating. Full ac and heat cools shall be provided on the unit. Technical literature shall be provided with the bid to verify the BTU rating of the unit proposed. Air, electrical, and heating control panels and all controls required for operation of the guns and carriages shall be accessible by the operator while seated. The noise rating inside the rear operator's enclosure shall not exceed 72 dBA in all modes of operation to include loading and painting. Documentation shall be provided to show that the operator's enclosure proposed shall meet this sound level requirement.

yes

The paint and bead gun carriages shall be mounted on each side of the vehicle in front of the rear axle of the truck. The carriages will be positioned in such a manner that the operators will have a clear view of the painted markings being duplicated from above

and behind the carriages. The plumbing on the carriage must be routed so as not to obstruct the operator's view of the guns.

yes

The left side centerline carriage shall be equipped with two 5.00 – 5/10/160 pneumatic 13" minimum diameter aircraft style tire/wheel assemblies (Michelin or equal) with grease-able bearings to maintain the guns at the same relative position above the pavement at all times. These wheels shall be mounted in separate swivel caster assemblies.

yes

The right side edge line carriage shall be equipped with one 5.00 – 5/10/160 pneumatic 13" minimum diameter aircraft style tire/wheel assembly (Michelin or equal) with grease-able bearings to maintain the guns at the same relative position above the pavement at all times. The wheel shall be mounted on a single axle and swivel caster assembly and center positioned to evenly support the weight of the carriage.

yes

All carriage rods, brackets, and holders, which require paint and bead gun adjustments to change the line width and spacing shall be zinc plated for durability and overspray clean up. The carriages shall be electrically welded and of all-steel construction. Each carriage shall be of parallel bar trailing wheel type construction and shall be equipped with a pneumatic cylinder to lift the spray gun carriage off the road surface and to apply down pressure when striping. A lift switch shall electrically control the pneumatic cylinder from each operator's position. This switch shall be incorporated into the skip line controllers.

yes

Each gun carriage shall be supported by dual (two per carriage) tube in tube retractable structural steel slides with replaceable UHMW PE bearing material. The carriage slide assembly shall be equipped with a double action, hydraulic cylinder to move the carriage from its transport position to any point in its operating range.

yes

When in the transport position, the carriage shall be secured in place by an auto-hold bracket and shall not require chains to support or hold the carriage in place.

yes

Each carriage slide shall be controlled by an EZ-Carriage Control® power steering system. The carriages shall be positioned from side to side with CAN Bus (Controller Area Network Binary Unit System) electric over hydraulic horizontal positioning systems. These systems shall include dial controls

with multiple memory settings (3 minimum) to allow each operator to set and repeat the set extension at each operator position with the push of a button. The dial controls shall be located directly in front of the rear operator's position. The accuracy of repeatability shall be within .25". The power steering system shall provide smooth, continuous adjustment of the carriage position without any jerk or hesitation and shall maintain the carriage at any given point within the operational range without the use of a locking device. Documentation with references shall be provided to show exactly that the proposed carriage positioning system complies with the requirements of the specifications.

yes

Two (2) toolboxes shall be provided at the rear of the vehicle. Toolboxes shall be a minimum of 24" wide, 18" deep, and 18" tall.

yes

The Unit shall be primed and top coated with a high quality two component 3.5 VOC acrylic polyurethane automotive system. The outriggers and gun carriages along with mounting brackets shall be powder coated black. All coatings shall be lead free. Primary color of equipment and chassis shall be white. The top of the deck and underneath the deck shall be painted white. The Boss Industries utility mount air compressor shall be left the factory powder coat white color.

yes

PAINT SYSTEM

There shall be two (2) non-pressurized 10-gauge stainless steel paint holding sections supplied with the unit (240 gallon total paint capacity). The tank shall hold a minimum of 120 gallons of yellow paint and 120 gallons of white paint.

yes

Each container shall be equipped with a fully removable top, pressure equalization tank vent, and a dipstick for monitoring paint levels in each tank. The removable top shall be sealed around the entire opening with silicone and bolted with 10" maximum spacing per bolt to create an airtight seal. Each material container shall be equipped with a 12" square inspection port to allow inspection without removal of entire top. The lid shall be an adjustable clamp down style and will maintain an airtight seal when not in use. Each paint section shall have a 2" sloped bottom (to outlet) and a 4" splash area. A high pressure bleeder valve and 1/2" hose shall be plumbed from each high pressure paint pump and routed back to the associated paint tank to relieve pressure in the system prior to cleaning the high

yes

pressure paint filters.

Each material container shall be equipped with a hydraulically driven agitator assembly. The agitators shall be equipped with speed adjusting control located at the agitators and on/off control located at the operator's control console. Material tanks, plumbing, agitator shafts and paddles, and dipsticks shall be constructed of 304 grade stainless steel. All interior tank surfaces and agitator shafts and paddles shall be coated with EZ-Slide RB-9512 graphite based coating.

yes

The Unit shall be equipped with Graco high volume, high pressure, automatic, airless paint striping guns, Model 238-377 or equal. The airless paint gun fluid housing and packing assembly shall be constructed of 300-grade stainless steel. The outlet seat shall be tungsten carbide to resist abrasion.

yes

The striping guns shall be equipped with Graco XHD reversible tips and shall be interchangeable without the use of tools for various spray patterns and flow rates.

yes

Paint gun configuration:

The left side centerline carriage shall be configured with two (2) airless yellow paint guns and two (2) airless white paint guns.

Y Y
WW

yes

The right side edge line carriage shall be configured with two (2) airless white paint guns and one (1) airless yellow paint gun.

W W
Y

yes

The Unit shall be equipped with two (2) high capacity, high-pressure, hydraulically driven airless piston paint pumps (ARO or equal). The airless paint pumps shall each have a minimum capacity of 12.9 GPM at discharge pressure of 1,600 psi. The pumps shall be capable of spraying water-borne (latex) traffic paints. The pumps shall be capable of spraying paints with standard solids content as well as low VOC, high solid paints. The pumps piston and sleeve shall be stainless steel and chrome plated for maximum corrosion and abrasion resistance. The pump packing material shall be UHMWPE. The pump throat packings shall be easily field adjustable to compensate for

normal wear. Individual paint pressures shall be electrically controlled from the operator's station for paint pressures ranging from zero to 1,600-PSI G. The Unit shall be equipped with an electric shut-off valve for each airless paint pump that can be accessed from either rear operator position. Manual type valves not permitted. An ASME certified stainless steel surge chamber and check valve shall be installed in each high pressure paint pump circuit. Documentation shall be provided to verify the surge chambers to be provided are ASME certified. Stroke Counters shall be provided and mounted on each high pressure paint pump to accurately monitor paint usage by counting each pump cycle. At the high-pressure outlet port of each high-pressure paint pump, there shall be a high capacity, high-pressure canister type paint filter. These filters shall have pressure ratings of not less than 5,000 PSI. Each stainless steel high-pressure filter shall have a minimum filtration surface of 18 square inches and reusable stainless steel screen with 40 mesh perforations. Inlet and outlet ports shall be a minimum of ½". The paint filter shall be positioned as close to the paint pump as possible to facilitate quick and easy cleaning. All filters shall be dedicated to separate paint colors for quick color change. All fluid lines from the strainers to the striping guns on the centerline carriage shall be not less than ½" ID solvent resistant type rated at 3000 PSI.

yes

The Unit shall be equipped with two (2) air-driven, Teflon diaphragm-operated pumps. (ARO or equal) These pumps will be used to load yellow and white paint from industry standard paint drums or paint totes with cam-lock type connectors into the platform mounted tanks. The pumps shall also be used to charge the high-pressure paint pumps. The pumps shall have a minimum of 2" inlet and outlet port. The pumps shall be installed and the appropriate plumbing provided to simultaneously fill each paint tank through its bottom plumbing without the use of external tank loading hoses and to allow flushing of cleaning solution from an external source through the pumps. Each pump shall be equipped with a 12' section of 2" ID loading hose with a 1 ½" x 40" stainless steel pipe load tube with cam-lock type connector attaching the stinger to the paint loading hose. At the low pressure transfer pumps material shall pass through a stainless steel canister type strainer with stainless steel screen and 1/8" openings. The strainers shall be equipped with removable reusable screens. Each filter shall have a minimum of 100 sq. inch surface area. Valves shall be provided to isolate each strainer assembly for cleaning. Each strainer will be equipped with a drain port and ball valve to allow for draining

of the strainer into a pail or bucket at the onset of strainer cleaning. Strainers will be positioned in such a manner as to facilitate cleaning without material discharge onto any portion of the unit. All plumbing lines from the material containers to the strainers shall be ASTM specification 2" ID size minimum with cam & groove, crosses, tees used liberally throughout the installation to insure convenient maintenance and cleanout.

yes

A garden hose connector shall be provided at the inlet of each high pressure paint pump for thorough flushing of the paint plumbing by connecting a standard water supply hose to flush the system from each high pressure paint pump to the guns.

yes

All wetted plumbing on the paint system shall be constructed of stainless steel, including pumps, filtration assembly, etc. All plumbing, piping, hoses shall be protected from chafing where applicable.

yes

GLASS BEAD SYSTEM

The Unit shall be equipped with one (1) 1,500 lb. capacity ASME certified carbon steel pressure bead tank minimum. The bead tank lid shall have a minimum diameter of 20" and shall be held in place by twelve (12) over the center clamp and screw assemblies with forged steel wing head bolts. The lid shall be hinged and shall have a welded handle to open the tank when needed. The bead tank shall be equipped with a moisture trap, a 100 lb. air pressure vacuum gauge, ASME safety valve and air bleed jet. A full steel skirt shall be provided around the bottom of the tank for flush mounting to the platform. Tank pressure shall be regulated from the operator's control panel. Pressure bead pipe, (hose is not acceptable) with a minimum diameter of 2" ID shall be provided to convey the beads from the bead tank to a bead manifold. Pressure bead hoses from the distribution manifold to the bead guns shall be 1" ID clear poly spring reinforced. Two inch sight level gauges shall be provided as an integral part of the glass bead tank. They shall be located at ¼, ½, and ¾ levels vertically on outside of bead tank.

yes

The Epic Solutions BG6000 bead guns or equal shall be capable of being operated independently of or simultaneously with the associated striping guns. The bead guns shall be fully adjustable for the desired application ratio of pounds of beads per gallon of paint. There shall also be air lines for blowing debris as configured below.

yes

Bead gun configuration:

The left side centerline carriage shall be configured with three (3) bead guns. The guns shall be configured as follows:

A A A
Y Y
WW
G G G

yes

The right side edge line carriage shall be configured with two (2) bead gun. The guns shall be configured as follows:

A A
W W
Y
G G

yes

Glass beads shall be loaded from a standing position on the platform. A vacuum type system with jet pump and muffler shall be permanently installed on the equipment. A 2” suction hose with tube shall be provided (approximately 12’ long) to allow the operator to draw beads into the tank from a 2000 lb. bulk container or from a drum. A bag splitter/strainer to fit in the diameter of the top of the bead tank to strain the beads for debris removal as they are being loaded

yes

POWER SYSTEM

The compressor shall be a utility mount rotary screw type with a minimum displacement of 210 CFM @ 100 psi with air after cooler (Boss Industries Model FT4-210-DUS or equal). The air system shall be equipped with a 12-gallon air receiver with moisture drain and safety relief valve. The main airlines leading from the compressor to the air receiver shall be equipped with reusable fittings. The air supply is to be conditioned by a LaMan 111F or equal two stage air dryer with auto drain. All air control lines to the striping guns and electro-air valves shall be not less than ¼” ID solvent resistant tubing tested to 125 psi or comparable. The compressor shall be conveniently mounted on the unit for easy daily maintenance and access. The engine direct driving the compressor shall be a John Deere diesel engine Full Tier 4 or equal and shall draw fuel from the chassis fuel tank with the use of an auxiliary fuel pump. Engine cooling system shall be of sufficient capacity to prevent overheating in

any working condition. It shall also be equipped with a high coolant temperature and low oil pressure safety shutdown system. Engine and compressor combination shall be surrounded by a sound deadening insulated enclosure with removable access doors. Engine controls shall be placed in the rear operator cab and shall include gauges for air pressure, hour meter, voltmeter, engine oil pressure, engine coolant temperature, and compressor discharge temperature. A 2.75 CIR minimum pressure compensated hydraulic piston pump shall be direct driven from the diesel engine and shall supply hydraulic power to all hydraulic components (Belt driven systems not acceptable). A hydraulic reservoir shall be provided large enough to provide adequate cooling (30 gallon minimum). The reservoir shall be equipped with an internal baffle, sight level/temperature gauge, and 10 micron cartridge breather filter.

The return port on the reservoir shall be equipped with a 50 gallon per minute hydraulic return filter. The return filter shall be an in-tank type with replacement indicator gauge. The system shall include oil after cooler with temperature switch and 12 V fan to prevent overheating. All high-pressure hydraulic hose shall be rated at a minimum of 2,000-psi working pressure. If needed, a shut-off valve will be installed in the low-pressure plumbing of the hydraulic system to isolate the reservoir and limit fluid loss when maintenance is perform. A solenoid controlled hydraulic by-pass valve shall be provided for easy start of the auxiliary engine.

yes

yes

An air take-off with quick connect fitting shall be installed at platform level by each gun carriage.

Each paint and bead gun shall be controlled electrically by individual electro-air valves with 1/4" air ports (minimum). They shall be mounted in a block/manifold style and mounted on the frame of the carriage. A manual override shall be provided for each solenoid at each gun carriage to allow activation of each individual paint and bead gun from the carriage location. All air control lines to the striping guns and electro-air valves shall be not less than 1/4" ID Nylon solvent resistant tubing tested to 125 psi or comparable.

yes

ELECTRICAL SYSTEM

Two (2) Skip-Line, Inc. SC-12 Serial Striping System Controllers (or approved equal) shall be provided. These electronic microprocessors shall be interchangeable, one for each operator station.

yes

Each Controller shall have four (4) paint and bead gun control switches. Each controller shall be adjustable by the operator while the machine is in motion or standing still. They shall be able to time skip patterns for left and right synchronized or independent operation if striping from both sides. The controllers shall be adjustable so that any combination of skip and paint may be obtained from 00.1 to 99.9 feet, adjustable by 0.1 ft. increments.

yes

The controllers shall be equipped with an "advance" and "retard" switch, which will advance or retard the cycle in increments of 0.20 of a foot per actuation of the respective switch.

yes

yes

A provision to start the cycle with the paint portion of the cycle or with the skip portion shall be selectable.

On command, the timers shall immediately reset to "ready" or "start cycle" position. The reset switch shall be located in the remote control operator panels. There shall also be an off position.

yes

All adjustments must be so that these functional changes can be made readily by the operator while the machine is in motion or stopped.

yes

Timing system shall operate at speeds up to 15 MPH minimum at ambient temperatures from thirty (30) to one-hundred-seventy five (175) degrees F.

yes

yes

The controllers shall have a digital display with simple controls and inputs.

yes

All components must be solid state and there shall be no moving parts, except the encoder, and this shall be electrically connected with no mechanical connections.

yes

The system shall provide for bead gun delay to fully cover the paint line.

yes

The system shall be pulsed from a magnet wrap on the drive shaft.

Controller shall keep a constant cycle for 2 line striping when a skip line switches from one paint gun to the other as the gun switch goes through neutral. An alternate cycle feature shall be

yes

provided to allow three preset patterns for stripe and cycle to be programmed and selected by a single switch on the fly.

A six (6) digit, digital reset, footage meter capable of measuring actual feet of line applied shall be supplied for each spray gun position. These footage meters to be mounted in the master control center. Footage counters shall accumulate and display upon command the total feet (or meters) painted by each striping gun to the nearest foot.

yes

Gallon counters shall accumulate and display upon command the total gallons painted per color using stroke counters mounted on the cylinders of each high pressure paint pump.

yes

A handheld trigger control switch shall be provided for control of skip patterns using a manual, automatic, or semi-automatic setting when activated.

yes

All electrical power circuits for the striping equipment shall originate from the Electrical Power Control Panel located in the lower section of the operator's control console.

yes

All junction blocks at the control box and on the gun carriages shall be protected from the weather and shall follow standardized cable color-coding. Junction blocks are to be UL listed, rated at 40 amps.

yes

The wiring harness between the junction blocks is to be protected by polyethylene corrugated loom wire covering. Shrink tubing shall be used as a protective covering on the wiring from the cart junction box to the air solenoids. Individual ground wires shall be supplied for all electrical components and functions.

yes

Cable connectors for the control boxes shall be quick-disconnect plugs and receptacles designed for quick removal. The connections shall be the correct gauge rated to withstand the current needed to operate the guns and control box.

yes

An inter-communication system shall be furnished to provide a means of vocal communications between the driver of the vehicle and operator of the striping equipment (David Clark U3800 or equal). System shall include four (4) headsets. Two (2) Model H3432 dual muff headsets shall be provided for the operators of the striping equipment and two (2) Model H3492 single muff headset shall be provided for chassis. Four (4)

yes

headset storage hooks shall be provided. Two (2) shall be installed in the chassis cab and two (2) installed in the operators' cab.

A "Kill Switch" shall be provided in the chassis cab to shut off all electrical controls for the striping guns. The unit shall be equipped with an LED strobe light system located toward the front and rear of the platform. Two (2) Whelen Model R10DPA amber LED mini light bars shall be mounted on the chassis cab roof on a roof bracket (direct mounting to the chassis cab roof is not allowed) and two (2) Model 70A02FAR amber LED linear directional strobe lights mounted on the rear of the unit. Two (2) Whelen Model LIN2VA 180-degree mini amber strobe lights shall be installed on the gun carriages with one installed on the outside edge of each carriage.

yes

An LED message board shall be installed in a fixed position on the rear of the truck to direct traffic approaching from the rear. It shall be a Model 1030F-4 full matrix LED message board measuring 42" x 75" (LiteSys Intellicom Model 1030F-4 no exceptions). The controller for the message board shall be installed in the chassis cab.

yes

Each paint and bead gun shall be equipped with an electric actuator and control switch to raise and lower each gun individually from the operator's position.

yes

The Unit shall be equipped with a metal control panel located inside the operators cab within reach of the spray control operators. The control panel shall have removable front and hinged access doors. The control panel shall be equipped with but not limited to separate regulators and gauges for the bead tank and loading pumps. Air pressure for the air solenoids shall be at system pressure. A preset 5 psi air regulator shall be provided for carriage down pressure. Regulators shall be non-corrosive and self-evacuating and equipped with Buna N diaphragms and a locking device. Each air regulator shall have an associated 0-200 psi liquid filled pressure gauge. Regulators and gauges shall be of panel mount type. The faceplate of the operator's control panel shall be black with etched control function labels. Sticker labels will not be acceptable. An auxiliary light designed for recreational vehicles or similar mobile application shall be installed inside the operator's console to illuminate the electrical connections for servicing. This light shall be switched from inside the console and shall be UL approved and CSA compliant. The housing and clear lens

shall be acrylic and the 2-wire construction will be 16 gauge. 12v bulb shall be replaceable. Each circuit shall be color-coded wire and shall be protected by circuit breakers or fuses. The Circuit Breaker panel shall be located inside the lower door of the control console. All junction blocks at the control box and on the gun carriages shall be protected from the weather and shall follow standardized cable color-coding. Junction blocks are to be UL listed, rated at 40 amps. The wiring harness between the junction blocks is to be protected by polyethylene corrugated loom wire covering. Shrink tubing shall be used as a protective covering on the wiring from the cart junction box to the air solenoids. An isolation switch shall be installed by the equipment manufacturer to separate the two electrical systems and prevent draining of chassis batteries due to equipment electrical draw.

yes

A laser guidance system shall be provided. The housing shall be securely center mounted on the roof of the chassis cab on a roof mount bracket. A laser beam shall produce a visual spot (green in color) on the road edge, curb, or existing line as a reference point for the driver. The laser shall be adjustable using a remote control panel located in the chassis cab. The laser shall be a LaserLine Manufacturing Model GL3000-P.

yes

A computerized microprocessor system using stroke counters shall provide a readout in the chassis cab of gallons of paint per color used per mile. This reading shall be visible to the driver at any time during or between operations. This system will also display a total of gallons used on a particular day or job.

yes

A computerized microprocessor using three (3) digital shear beam type load cells under the bead tank shall provide a readout in the chassis cab of the lbs. per gallon of glass bead application in ½ lb. increments. This reading shall be visible to the driver at any time during or between operations. A reading of pounds left in the bead tank will also be displayed in the operators' enclosure. A digital scale head will be provided to display the actual pounds of bead remaining in the tank without the use of a summing board. An onboard computer management system shall include a customized 10.4" minimum LCD touchscreen. Load cells shall be daisy-chain wired.

yes

A five (5) line text editor will allow input of operators' documentation of road numbers, time of day, etc. to be associated with the information provided by the data acquisition

yes

system. Ambient temperature, road surface temperature and humidity level readings shall also be displayed and recorded. A full page color printer shall be provided.

FIRE EXTINGUISHER

yes

Two (2) 10 lb. fire extinguishers shall be supplied and mounted on the front and rear positions of the platform. The fire extinguisher shall be ICC approved ABC type.

WARRANTY

yes

The manufacturer will guarantee all parts against defective material and workmanship for a period of one year after date of delivery and acceptance subject to the terms and conditions in the Manufacturer’s Standard Warranty.

yes

The truck chassis will carry the standard truck manufacturer’s warranty with parts and service available from a local dealer.

PARTS SERVICE AND MANUALS

yes

The Unit shall include two complete sets of operator’s manuals and repair parts lists. Blueprints, schematics, etc. shall be an integral part of each manual. Two sets of manuals shall be provided for the chassis.

yes

The Unit’s manufacturer shall maintain a complete inventory of all replacement parts. Toll free service department telephone # shall be provided.

800-373-4016

The following spare parts shall be provided upon delivery of completed striper:

yes

- (6) A554-01-1068 Humphrey M420 air solenoids
- (1) 080SK LaMan Service Kit for Model 111F
- (1) C28-01-3204 Hydraulic breather filter 10 micron
- (1) C28-01-3088 In-tank hydraulic oil return line filter
- (1) ~~238-338-Grace~~ bead gun Epic Solutions BG6000
- (3) ~~238-340-Grace~~ bead gun repair kits SR-172-D Epic Sol.
- (2) 025-0000-02 LP paint filter flange gaskets
- (2) 025-0000-03 LP paint filter cover gaskets
- (2) 637309-TT ARO 2” diaphragm pump fluid section repair kits

yes

yes

yes

yes

yes

yes

yes

yes

yes

yes

yes

yes

- (2) 93944-40 ARO 40 mesh HP paint filter screens
- (1) 238-377 Graco paint gun
- (3) 238-339 Graco paint gun repair kits
- (2) 637211-C63 ARO 650940-CDD-B 12.9 GPM HP paint pump fluid section repair kits
- (3) XHD-443 Graco HD reversible paint tips
- (1) 206-995 One quart Graco TSL
- (1) G01-00-7223 Electric actuator
- (2) 047-A100-00 Aircraft tires for gun carriages
- (1) 314-482 One-quart Titan Liquid Shield Plus

yes
 yes
 yes
 yes
 yes
 yes
 yes
 yes
 yes

TECHNICAL SERVICE

Services of a factory technician shall be supplied to the customer for a period of Two (2) consecutive days to instruct customer personnel in the operation and maintenance of the unit. Training shall begin after delivery and acceptance.

yes

TRADE IN

As part of the bid the City is offering its existing 1998 EZ-Liner paint striping truck as a trade-in. The 25,950# GVWR chassis is a Model F7B042 Chevy T-Series VIN 1GBJ7C1POWJ109496 with a V8 gas engine. The Model AS240-EZ body serial number is 1H98016TS manufactured by EZ-Liner Industries.

yes

TEMPORARY LICENSE AND TITLE

Temporary license will not start until truck is delivered complete to buyer and ready for service.

yes

Original titles to be delivered to 1800 E. "K" Street, Casper, WY 82601, within 30 days of 82601, within 30 days of Vehicle Delivery.

yes

Title to be made out as:
 City of Casper
 200 N. David
 Casper, WY 82601

yes

NOTE: This form may be duplicated.

Exceptions to any of the provisions of these specifications may be waived provided they are clearly stated in the Bid, and if in the opinion of the City of Casper, the Bid complied with the intent of the specification.

Should funding be inadequate to cover the items bid, all bids may be rejected or quantities adjusted to fit budget amount.

All contacts should be made through Dan Coryell, Casper Service Center, Casper, Wyoming, 82601. Phone 307-235-8410.

**PROPOSAL FOR FURNISHING
ONE (1) NEW SELF-CONTAINED, SELF-PROPELLED TRUCK MOUNTED
STRIPING MACHINE
FOR THE
PUBLIC SERVICES DEPARTMENT**

Proposal of (Name) Vogel Traffic Services, Inc. dba EZ Liner _____
(Address) PO Box 140 Orange City, IA 51041 _____

to furnish equipment as specified to the City of Casper, Wyoming, in accordance with specifications dated October 2nd, 2019.

BID ITEM: One (1) New Self-contained, Self-propelled Truck Mount Striping Machine _____
Description: Airless paint striping body mounted on a Peterbilt Model 220 chassis _____

Make and Model: EZ Liner Model TS-AL240 _____

Federal Certified GVW: 26,000# _____

I. Price bid for One (1) self-contained, self-propelled striping machine as specified \$373,673.00

II. Trade-in Allowance for Unit #60643, 1998 EZ-Liner Paint Truck, \$ 20,000.00
VIN 1GBJ7C1POWJ109496

III. NET COST TO CITY (Total Price minus trade-ins): \$353,673.00

IV. Delivery: F.O.B. City Of Casper within 210 calendar days after award of contract by City Council. Or 90 calendar days after receipt of the chassis whichever is longer.

V. Any trade-in units will be considered optional if, in the opinion of the City of Casper authorized staff, it is found to be in the best interest of the City of Casper to do so.

In addition to this proposal, the undersigned herewith submits complete information, including specifications and descriptive literature to fully describe and illustrate the equipment and accessories offered. Incomplete bid specification will be considered non-compliant and rejected.

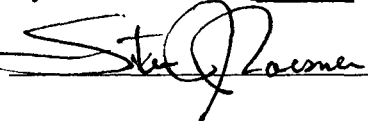
Bidder proposes to deliver equipment in accordance with the schedule above and agrees that liquidated damages will be charged to him in accordance with specifications if delivery is not made in accordance with said schedule.

A bid bond, certified check, or cashier's check made payable to the City of Casper, Wyoming, in an amount of five percent (5%) of the total amount of this bid is enclosed as per requirements of section II. The undersigned certifies that he understands the specifications relating to said bid security and agrees to the conditions set forth in said specifications.

Discounts will be allowed for prompt payment as follows:

10 Day N/A%; 20 Days N/A%; 30 Days net%.

Submitted By: Steve Roesner _____ Title: Vice President/Gen Mgr Date: 11/20/2019

Signature:  Phone: 712-737-4016

**CITY OF CASPER, WYOMING
SPECIFICATIONS FOR
ONE (1) NEW SELF-CONTAINED, SELF-PROPELLED TRUCK
MOUNTED STRIPING MACHINE
(Approved by the City Attorney, 2014)
Dated the 2nd day of October, 2019**

I. GENERAL:

The following specifications, including exhibits, attached hereto, shall constitute the minimum acceptable specifications for the goods and/or services for which bids are requested. Bidders shall include all items standard to article bid, whether or not specifically mentioned in these specifications.

All goods shall be new and the latest current production models meeting the terms of the specifications.

No bids may be withdrawn within thirty (30) days after the scheduled closing time for receipt of bids without the consent of the City of Casper, Wyoming.

II. BID GUARANTY:

The City of Casper is required by Wyoming Statutes, 15-1-113, to receive a certified check, cashier's check, bank draft upon a reputable bank, or a bid bond in the amount of five percent (5%) of the total bid shall be provided for each bid submitted. If the bid is for more than one hundred and fifty thousand dollars (\$150,000), only a bid bond with sufficient surety in the amount of five percent (5%) of the total bid amount will be accepted to consider any bid. Bid with deposit shall be filed with the FLEET MAINTENANCE DIVISION, Casper Service Center, 1800 E. "K" Street, Casper, WY 82601, securely sealed, and endorsed upon the outside of the wrapper, with a brief statement as to the nature for which the bid is provided. Upon bid award, such surety shall be returned to the unsuccessful bidder(s). In the case of the successful bidder, five percent (5%) surety will be retained by the City until a proper bond or other proper bid guarantee to secure performance has been filed and approved if required by the specifications of the bid.

III. SCHEDULE FOR DELIVERY AND LIQUIDATED DAMAGES:

Unless a schedule has been specified in the bidding documents, each bidder shall specify, in its proposal, the time required for delivery of his goods to the place designated.

The provisions of Section II BID GUARANTY, shall apply to all bids, contracts and delivery times as specified. Failure to enter into a contract for said bid with the city within 30 days of the award or

failure to proceed and/or deliver upon said bid or contract will result in forfeiture of bid guarantee.

IV. PLACE OF DELIVERY:

The successful bidder shall deliver the goods to the City of Casper, Casper Service Center, 1800 East "K" Street, Casper, Wyoming, unless otherwise specified.

V. CONDITIONS OF DELIVERY; RIGHT OF INSPECTION:

Goods, when delivered, shall be accompanied by a Statement Dealer's Certificate of Servicing and Inspection signed by the bidder certifying that the goods have been inspected and complies in all respects to the contract. Bidder shall attach to said statement a certificate by the manufacturer of the goods certifying that said goods have been inspected and serviced in the event the goods are not manufactured by the bidder. The City may, in its discretion, waive this requirement.

The City further reserves the right to make an inspection of the goods within a reasonable time after delivery to ensure compliance with the contract. Failure by City to make such inspection or upon inspection, failure to discover defects which cannot reasonably be discovered upon inspection, shall not constitute a waiver or be a limitation upon any remedy which the City may have at law or in equity.

VI. WARRANTY:

Each bidder shall enclose, with their bid, a copy of the warranty which applies to the goods proposed to be furnished. The warranty supplied will be considered by the City in determining the responsibility of the bidders.

VII. SERVICE FACILITIES:

It is essential that repair parts and service be adequate and readily available so that the goods can be maintained in good operating condition without protracted time loss for repairs.

The BIDDER SHALL CLEARLY STATE in his proposal the extent to which he carries a complete inventory of repair parts and service facilities. The City reserves the right to evaluate past performance of each bidder in analyzing the bid received and to consider such evaluation, in addition to other factors, in awarding the contracts for equipment.

VIII. DETAILED SPECIFICATIONS:

Goods bid shall conform to the detailed specifications outlined for the various bid items, attached hereto. No deviations from the terms of the specifications will be allowed, and such deviations shall be grounds for rejection of any bid, provided, however, that the City may allow any deviation if it

finds, in its sole discretion, that the deviation is not a material deviation.

If bidder submits a bid using differing materials from those specified, he shall submit complete specifications for those items, including proposed manufacturer and catalog numbers with appropriate literature. The City may consider such specifications if it finds, in its sole discretion, that said specifications meet the intent of its specifications set forth herein and do not differ materially from its specifications.

IX. STATEMENT OF COMPLIANCE:

Should any requirement in these specifications not be included in manufacture's specifications sheets, bidder shall include with his bid, a statement of compliance. Failure to do so may be held as grounds for disqualification of bid.

X. CONSIDERATION OF BIDS:

The City of Casper, Wyoming, reserves the right to evaluate all bids received on the basis of the conformance with these specifications, the availability of repair parts, and the adequacy of service facilities, the delivery schedules, and other criteria as well as (net) cost, and to consider such evaluation in awarding contracts for the furnishing of the bid items specified. The City will award the contract to the lowest responsible bidder.

XI. PAYMENT

The City shall make a lump sum payment upon delivery and acceptance of all goods bid. A complete City of Casper voucher shall be processed for payment after an invoice is received from the vendor. Payment will be made within forty-five (45) days pursuant to Wyoming State Statute 16-6-601.

Statute W.S. 16-6-602:

16-6-601. Definitions.

(a) As used in this article:

(i) "Agency" means any department, agency or other instrumentality of the state or of a political subdivision of the state;

W.S. 16-6-602. Payment of agency accounts; interest.

Except as provided by contract, any agency which purchases or procures goods and services from a nongovernmental entity shall pay the amount due within forty-five (45) days after receipt of a correct notice of amount due for the goods or services provided or shall pay interest from the forty-fifth day at the rate of one and one-half percent (1 1/2%) per month on the unpaid balance until the account is paid in full, unless a good faith dispute exists as to the agency's obligation to pay all or a portion of the account.

XII. SALES TAX EXEMPTION CERTIFICATE:

The City of Casper, Wyoming, is exempted for paying the sales tax specified by Wyoming Statutes, and from paying Federal Excise taxes. Upon request, an exemption certificate will be furnished to the successful bidder.

XIII. GOVERNING LAW:


In the event of any claim, suit, or demand which may result from a bid or bids submitted thereunder, or the award of any contract as a result of submission of a bid, the bidder or bidders agree that Wyoming law shall govern any such claim, suit, or demand the rights and duties of the parties thereunder.

XIV. ADDITIONAL INFORMATION:

If additional information is required, written instructions shall be issued. No oral instructions or interpretations will be considered binding unless confirmed in the form of addenda and shall be furnished to all bidders who shall submit a signed copy of all addenda with their bid. Please refer all questions to Dan Coryell, 1800 East "K" Street, Casper, Wyoming, 82601, (307) 235-8410.

December 17, 2019

MEMO TO: Honorable Mayor Powell and City Council

FROM: J. Carter Napier, City Manager 

SUBJECT: Authorize the Appointments of New Members to the Downtown Development Authority (DDA) Board of Directors

Meeting Type & Date
Regular Council Meeting
December 17, 2019

Action type
Minute Action

Recommendation
That Council, by Minute Action, authorize the appointments of new members Ms. Kerstin Ellis and Ms. Deb Clark to the Downtown Development Authority (DDA) Board of Directors.

Summary
The DDA Board has two vacant seats from the resignations of members Ms. Holthouse and Ms. True. The DDA notified downtown stakeholders and published the openings in the newspaper; four applications were received.

The DDA Board of Directors reviewed the applicants and recommends the appointments of Kerstin Ellis and Deb Clark as their newest members. Ms. Ellis will be appointed for one (1) full, four (4) year term and will be eligible to be reappointed for one additional four (4) year term after this current term expires June 30, 2023. Ms. Clark will be appointed for one (1) partial term that will expire June 30, 2021 and will be eligible to be reappointed for one additional four (4) year term after this current term.

Financial Considerations
No Financial Considerations

Oversight/Project Responsibility
Kevin Hawley, Executive Director, Downtown Development Authority

Attachments
Letter of Recommendation for Appointment, Notice of Publication, Applicants Letters of Interest and Resumes.



December 2, 2019

The Honorable Charlie Powell
Mayor of the City of Casper
The Honorable Members of the City Council
The City of Casper
200 N. David Street
Casper, WY 82601

Dear Mayor Powell and Members of the City Council:

The Downtown Development Authority (DDA) respectfully requests Council to appoint new members, Mrs. Kerstin Ellis and Ms. Deb Clark, to the Board of Directors. A letter of interest and application is also attached for your consideration for Mrs. Ellis and Ms. Clark.

The DDA began accepting applications for this position on September 1, 2019 with an email newsletter to downtown property owners, merchants, and community subscribers. The request for applicants was followed by two publications in the Casper Star Tribune on September 18th and September 22nd. The publicized due date for applications was October 18, 2019. On Wednesday, November 20th, the DDA Board met and formally voted to recommend these applicants to the Mayor and City Council for appointment.

Because these seats were vacated mid-term, we respectfully request Mrs. Ellis be appointed a full term, expiring 6/30/23 and Ms. Clark be appointed a partial term, expiring 6/30/21.

The board extends its sincere appreciation to you and the council for your consideration of these great community leaders.

Respectfully submitted,

Kevin Hawley

Kevin Hawley
Executive Director

**DOWNTOWN DEVELOPMENT
— AUTHORITY —**

• 341 W. Yellowstone Hwy • Casper, WY • 82601 •

*** Proof of Publication ***

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

AFFIDAVIT OF PUBLICATION

STATE OF WYOMING)
COUNTY OF NATRONA)

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

Daily

Weekly

In the regular and entire issue of said newspaper, and not in any supplement thereof, for 2 Consecutive Days Weeks

commencing with issue dated Sept 18, 2019
ending with issue dated Sept 22, 2019

Downtown Development Authority

Kevin Hawley

341 W. YELLOWSTONE HWY.

CASPER WY 82601

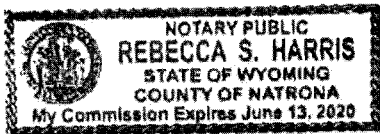
ORDER NUMBER 58827

Sami Bowman
Signed

Subscribed in my presence and sworn to before me this

23rd day of Sept 2019

Rebecca S Harris



Section: Legal Notices

Category: 925 Misc Legals

PUBLISHED ON: 09/18/2019, 09/22/2019

TOTAL AD COST: 109.50

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CASPER DDA
BOARD POSITION

The Casper Downtown Development Authority (DDA) is seeking applicants for the Board of Directors. There are two seats available, with (1) term expiring 6/30/21 and (1) term expiring 6/30/23. Details of the board and an application form can be found at downtowncasper.com or by stopping our office. Applications, including a Letter of Interest, will be received until October 18, 2019, 4:00 pm, at the offices of the Downtown Development Authority located at 341 W. Yellowstone Hwy. Please call 307-235-6710 or email admin@downtowncasper.com for additional information.
Published: September 18 & 22, 2019
Legal No. 58827

October 14, 2019

Kevin Hawley, Executive Director, CEO
Downtown Development Authority of Casper, Wyoming
341 W Yellowstone St
Casper, Wyoming 82601

RE: Letter of Interest for Downtown Development Authority of Casper Board of Director Position

Mr. Hawley & Board of Directors,

Please consider this my Letter of Interest to serve on the Downtown Development Authority (DDA) of Casper's Board of Directors. The DDA has been a catalyst for the recent redevelopment in Downtown Casper and creating an environment that feels safe, inviting and exciting to businesses, residents, and community members. I am excited about the opportunity to participate on a board that is supporting the growth of Downtown Casper and make an impact on an area I care deeply about.

Downtown Casper is the heart of our community and with the opening of David Street Station, the revitalization of many buildings and storefronts, beautification of spaces, and focus on innovation and entrepreneurialism, it is an exciting time for our community. I would appreciate and make the most of an opportunity to assist in the ongoing and future efforts.

I am a partner in Hinge Studio Marketing and Communications, a Casper-based full-service marketing and communications consultancy. Our services and programs are custom-built for each client ensuring they effectively reflect your brand, goals and needs. Throughout the last two years, we've grown from a two-person team to five and have expectations to continue this pattern. As an entrepreneur and with a strong background in strategy, messaging, content development, and public relations, I can offer unique perspectives to help support and provide feedback on various initiatives. I do want to be clear that our company provided marketing and communications services to David Street Station and the DDA from April 2018 through September 30th, 2019. Whether a board member or a consultant, my intent will always be to support and assist efforts to help Downtown Casper thrive.

Enclosed you will find my application for the Board of Director position. Please contact me with questions or requests for additional information. Thank you for your consideration.

Best,



Kerstin Ellis
Partner, Hinge Studio Marketing and Communications

Downtown Development Authority

Board Application Form

Complete this form and return it to the Executive Director with your cover letter by May 15, 2019.

Name Kerstin Ellis Phone (307)262-2640

Address 5320 S Elm Street, Casper, WY 82601 Email kellis@hingestudiomc.com

1) What is your vision for downtown?

While Downtown Casper is uniquely charming and has made great strides in recent years, there is still great potential. My vision for Downtown Casper is a safe, vibrant, lively city center that is available to and encourages participation from all members of the community. I'd like to see full storefronts with a stronger mix of restaurants, retail stores, professional services businesses, residences and public spaces and a wider range of hours and opportunities. Downtown Casper is truly the heart of our community and I believe that fostering and cultivating this growth is crucial to bringing more residents and visitors to our city. With two young sons, I hope the family vibe Downtown also continues to grow; not only to give us ways to spend time together as a family, but so they will have a place that provides safety and entertainment for every stage of their lives.

2) Relevant community experience and/or other board participation

I have been involved in several community organizations since moving to Casper in 2008. Currently, I serve as a Science Zone Board Member and am a member of the Reveille Rotary Club. I strongly believe in serving the community that serves me and that in order to have the community I want, I must contribute to creating it.

3) Why are you interested in serving as a DDA Board Director?

Recognizing the importance of Downtown to our community, I served on the DDA Marketing Committee from 2011-2013. During this time, I began to learn about the DDA and its purpose. I am passionate about ensuring our Downtown continues to grow and thrive and feel participating on the DDA Board is way to impact that goal. I have continued to be a constant cheerleader for the DDA and David Street Station since it was just a concept, participating in public meetings, volunteering and information gathering, to today as a Partner in Progress, FRIEND and AMBASSADOR. Lastly, as a business owner, it's important to me that our community can attract and retain qualified and unique talent. Having a thriving downtown that focuses on meeting a mix of demands, including entertainment and leisure opportunities, is one of the many ways to help accomplish this.

4) Area(s) of expertise/contributions you feel you can make to the DDA as a Board Director.

With a background and expertise in marketing and communications, I can provide insight and ideas about these areas to help support ongoing or upcoming initiatives. Additionally, family-oriented opportunities are especially appealing and relevant to me. I am also willing to make connections where I can, assist on applicable committees and provide volunteer support as needed. Finally, when taking on a responsibility or task, I am diligent in performing each in a timely manner. This dedication will make me a reliable member of the Board.

5) Other current volunteer commitments:

Science Zone Board Member – Monthly Board Meetings; Quarterly Committee Meetings
Reveille Rotary: Weekly Meetings; Miscellaneous Events & Volunteer Activities

October 15, 2019

Kevin Hawley
DDA Executive Director
341 W. Yellowstone Highway
Casper, Wyoming 82601

Dear Mr. Hawley,

I am writing to you today to express my interest in joining the Downtown Development Authority's Board of Directors.

As you will see in my application, I am a Big Tree Area homeowner, and a business owner who recently relocated our offices to downtown (2nd floor Market Square building). I have always been a believer in the importance of a thriving downtown core in any community, and have done all I can to support and encourage that growth here in Casper.

My experience as a business owner, and as a professional real estate appraiser, has given me a unique and comprehensive perspective on business growth and development. I am a passionate and driven entrepreneur, and thrive on the hard work, imagination, and persistence required to make big things happen.

I appreciate the opportunity to apply for this position, and am available to provide additional information, or to answer follow-up questions, via email, call, or text.

Sincerely,

Deb Clark
President/Certified General Appraiser
MountainWest Valuations
232 E. 2nd Street, Suite 201
Casper, Wyoming 82601
deb@valuethewest.com
307-359-2733

Downtown Development Authority

Board Application Packet

Thank you for your interest in serving as a member of the DDA Board of Directors. Included in this packet are a description of the DDA mission and vision, expectations of board members, list of current members, an application form, and a description of committees.

Mission and Vision:

The Downtown Development Authority is an active agent for promoting and enhancing Downtown Casper.

By 2019, the Casper DDA will be the foundation for economic development and social progress through collaborative public-private partnerships, progressive redevelopment, targeted business recruitment and retention, and effective promotional campaigns.

Current Board Members:

Tim Schenk , Pete Fazio, Will Reese, Nicholas Grooms, Charlie Powell, Shawn Houck, Critter Murray, Tony Hager, and Ryan McIntyre

Expectations of Board Members:

- Consistent attendance at regular monthly board meetings
- Advance preparation for decision/policy-making at board meetings
- Active participation on at least one committee
- Participation in activities of the organization
- Engagement in fundraising efforts for DDA projects

Board Terms:

- 4 years with up to 8 consecutive years of service as a board member

Standing Committees:

- Executive Committee
- Finance Committee
- Marketing and Communications Committee
- Public Infrastructure Committee
- Governance Committee
- David Street Station Committee

Please feel free to contact the Executive Director or any current DDA board member if you have questions or would like more information. Together we can achieve great things!

Sincerely,

Kevin Hawley, DDA Executive Director

Downtown Development Authority

Board Application Form

Complete this form and return it to the Executive Director with your cover letter by October 18, 2019.

Name Deb Clark Phone 307-359-2733
Address 904 S. Lincoln Street Email deb@valuethewest.com

1) What is your vision for downtown?

That it is a thriving and upbeat center for the community with a focus on locally owned and operated shops and services, as well as a clean and safe place for people to spend time with their friends and families. It would attract not only people from Casper, but from outside our city who are looking for a place to get away for a weekend, eat great food, take in a show, and stay in a cool hotel, all within easy walking distance.

2) Relevant community experience and/or other board participation

I am a Big-Tree Area homeowner, and a business owner that relocated our office to downtown in 2018. I have always been a huge supporter of downtown development in my private life. In my professional capacity, I have also provided appraisals services to the DDA and the City of Casper since 2010 on projects including David Street Station and the OYDSPC.

3) Why are you interested in serving as a DDA Board Director?

I am passionate about the revitalization of downtown cores, and have enjoyed seeing what's taken place not only in Casper, but in other towns throughout Wyoming. I am an out-of-the-box forward-thinker, and would be grateful for the opportunity to be a part of making Casper's downtown the model for other towns and cities throughout the state.


4) Area(s) of expertise/contributions you feel you can make to the DDA as a Board Director.

I bring specialized knowledge from my experience as a real estate appraiser. I understand I property values, as well as the numerous forces that can affect those values. I am also a business owner, that has proudly grown my company from 5 employees to 15 in the last five years. I am ambitious and energetic, and eager to make great things happen.

5) Other current volunteer commitments:

I am currently on the Board of Directors for the Wyoming and Western South Dakota chapter of the Appraisal Institute, and have this year chaired a committee involved with appraiser legislation at the state level. I am looking forward to attending the AI leadership conference in DC next spring.

December 17, 2019

MEMO TO: His Honor, The Mayor, and Members of City Council
FROM: J. Carter Napier, City Manager 
SUBJECT: Amoco Reuse Agreement Joint Powers Board Appointment

Meeting Type & Date
Regular Council Meeting, December 17, 2019

Action Type
Minute Action

Recommendation:
That Council, by Minute Action, authorize the appointment of Rob Hurless to the Amoco Reuse Agreement Joint Powers Board (ARAJPB).

Summary:
The ARAJPB has one (1) opening on their board as board member Jerad Stack will be exiting at the end of December 2019. The opening was advertised and the application period closed on November 25, 2019, with five (5) applications submitted for the position. Interviews were held on December 5th and Mr. Hurless was chosen to fill the open seat. The ARAJPB is a joint City/County board which requires approval from both the City Council and the County Commissioners. This item is on the County Commissioners December 17, 2019, agenda for approval as well.

Mr. Hurless would be appointed for one (1) three (3) year term beginning January 1, 2020 and expiring December 31, 2022. This will be his first term therefore he will be eligible to apply for reappointment for an additional three (3) year term.

Financial Considerations:
No Financial Considerations

Oversight/Project Responsibility:
Amoco Reuse Agreement Joint Powers Board

Attachments:
Copy of Advertisement for Opening
ARAJPB Application
Letter of Interest from Rob Hurless
Biography for Rob Hurless



**AMOCO REUSE AGREEMENT
JOINT POWERS BOARD**

2435 King Blvd, Suite 249
Casper, WY 82604
(307) 472-5591

renee@arajpb-casper.org

**SALT CREEK HEIGHTS
BUSINESS CENTER**

PUBLIC SERVICE OPPORTUNITY

The City of Casper and Natrona County are accepting applications from interested individuals who wish to serve as members of Amoco Reuse Agreement Joint Powers Board (ARAJPB) of Directors.

This board is responsible for the oversight of the reuse of the former Amoco Refinery property, one of our community's most important assets. They control the Three Crowns Golf Course located on the Platte River Commons, and they are tasked with the commercial development of the Salt Creek Heights and Platte River Commons Business Parks.

If you are interested in participating in the rewarding and important work of this board, please submit a letter of interest, along with a brief resume of your experience to the ARAJPB, 2435 King Blvd., Suite 249R, Casper, Wyoming 82604 Attention: Renee Hahn. The deadline for accepting these applications is Monday, November 25, 2019.

If you have any questions, please call Renee Hahn at 307-472-5591.

**CITIZEN APPLICATION FOR APPOINTMENT
TO A NATRONA COUNTY COMMITTEE/COMMISSION/BOARD**

ALL INFORMATION ON THIS FORM IS PUBLIC RECORD

Please return to:

**Natrona County Board of County Commissioners
200 N. Center Street #115
Casper, WY 82601**

PLEASE TYPE OF PRINT CLEARLY

NAME HURLESS ROBIN W
(Last) (First) (MI)

PREFERRED ADDRESS HOME WORK

6841 WESTLAND ROAD

CITY/TOWN CASPER **ZIP** 82604

HOME PHONE # — **MOBILE PHONE #** 307-259-0494

EMPLOYER ENHANCED OIL RECOVERY INSTITUTE, UNIVERSITY OF WYOMING

OCCUPATION DEPUTY DIRECTOR (ADMINISTRATION)

BUSINESS PHONE # 307-315-6443 **EMAIL ADDRESS** rhurless@uwyo.edu

I am interested in serving on one or more of the following Board of Natrona County (Please prioritize if more than one checked.)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Amoco Reuse Agreement JPB-3 yr term | <input type="checkbox"/> Hall of Justice JPB-3 yr term |
| <input type="checkbox"/> Casper Re-Entry Center Community Brd-3 yr term | <input type="checkbox"/> Historic Preservation Commission-3 yr term |
| <input type="checkbox"/> Central WY Fair Board-5 yr term | <input type="checkbox"/> Juvenile Planning Commission-3 yr term |
| <input type="checkbox"/> Central WY Senior Services BOD-3 yr term | <input type="checkbox"/> Memorial Hospital BOT-3 yr term |
| <input type="checkbox"/> Central WY Regional Water System JPB-3 yr term | <input type="checkbox"/> Metro Animal Control Facility JPB-3 yr term |
| <input type="checkbox"/> Citizen's Transportation Advisory Comm.-3 yr term | <input type="checkbox"/> Metropolitan Planning Commission-3 yr term |
| <input type="checkbox"/> City-County Board of Health-5 yr term | <input type="checkbox"/> Airport BOT-5 yr term |
| <input type="checkbox"/> Economic Development JPB-3 yr term | <input type="checkbox"/> Library Board-3 yr term |
| <input type="checkbox"/> CNFR-No term | <input type="checkbox"/> Planning & Zoning Commission-3 yr term |
| <input type="checkbox"/> Community Action Partnership of NC-4 yr term | <input type="checkbox"/> Travel & Tourism Council-3 yr term |
| <input type="checkbox"/> Detention Center JPB-3 yr term | <input type="checkbox"/> Weed & Pest Control District-4 yr term |
| <input type="checkbox"/> Fire Fighters of NC-3 yr term | <input type="checkbox"/> NC Parks Board |

☐ Planning & Development Board of Appeals-3 yr term

☐ Predator Management District BOD-3 year term

☐ Vista West/West Gate JPB-3 yr term

What education or special training do you have which you feel particularly fits you for the appointment to this position?

I HAVE A BUSINESS DEGREE, MBA AND HAVE WORKED ON ECONOMIC DEVELOPMENT IN VARIOUS ROLES FOR SEVERAL YEARS.

What work experience or other experience do you have which will be beneficial in carrying out the responsibilities of this position?

I HAVE BEEN A BOARD MEMBER OF CAGDA AND WORKED BRIEFLY IN THE EARLY DAYS ON THE AMOCO REUSE AGREEMENT.

Referred by: Self ☒

Other ☐

Please submit with a resume, letter of introduction, and references. Thank you for your interest to serve on a Natrona County Board. You will be contacted regarding interview dates and times. It is possible there may be more candidates than Board opening available, we encourage you to re-apply for consideration for consideration on future Board appointments.

SIGNATURE OF APPLICANT



DATE 25 NOV 2019

Please print your completed form and mail it to the address listed. Keep a copy for your records.

Print Form

Rob Hurless biography:

Rob Hurless is currently a Deputy Director of the Enhanced Oil Recovery Institute at the University of Wyoming. Prior to this position he served as Energy Advisor to Wyoming Governor Matt Mead and Energy and Telecommunications Advisor to Wyoming Governor Dave Freudenthal. He came to that position from a tour as Chairman of the Wyoming Public Service Commission. For the bulk of his career Hurless was Publisher of the Casper Star-Tribune in Casper, Wyoming. He served as an naval line officer aboard the USS Quapaw, ATF 110, Pearl Harbor, Hawaii.

Education:

B.A. History, Montana State University, Bozeman, MT

B.S. Chemistry, Montana State University, Bozeman, MT

MBA, Harvard Business School, Cambridge, MA

M.A, Applied Economics, Stanford University, Palo Alto, CA

November 25, 2019

Renee Hahn, Executive Director
Amoco Reuse Agreement Joint Powers Board
Board of Directors
2435 King Boulevard, Suite 300
Casper, Wyoming 82604

Ms. Hahn:

I would like to express my interest in serving on the Amoco Reuse Agreement Joint Powers Board. I would try hard to be a productive member of the Board.

I am currently Deputy Director of the Enhanced Oil Recovery Institute at the University of Wyoming which is a current tenant of the Wyoming Technology Business Center in the former Amoco Administration Building in Casper.

Many years ago, I was a board member of the Casper Area Economic Development Alliance. I was also briefly involved in the early days of what became the Amoco Reuse Agreement and the Joint Powers Board.

Please contact me at 307-315-6443 or rhurless@uwyo.edu should you have any questions or require further information.

I appreciate your consideration.

Respectfully submitted,

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

Rob Hurless
Deputy Director, EORI
307-315-6443
rhurless@uwyo.edu