

COUNCIL MEETING AGENDA

Casper City Council

City Hall, Council Chambers

Tuesday, September 3, 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. PLEDGE OF ALLEGIANCE
3. CONSIDERATION OF MINUTES OF THE AUGUST 20, 2019 REGULAR COUNCIL MEETING, AS PUBLISHED IN THE CASPER STAR-TRIBUNE ON AUGUST 26, 2019

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4. CONSIDERATION OF MINUTES OF THE AUGUST 27, 2019 SPECIAL COUNCIL MEETING, AS PUBLISHED IN THE CASPER STAR-TRIBUNE ON SEPTEMBER 1, 2019
5. CONSIDERATION OF MINUTES OF THE AUGUST 27, 2019 EXECUTIVE SESSION – LITIGATION
6. CONSIDERATION OF BILLS AND CLAIMS
7. BRIGHT SPOTS IN OUR COMMUNITY – STAR SPANGLED BANNER DAY AND CONSTITUTION WEEK
8. COMMUNICATIONS
 - A. From Persons Present
9. ESTABLISH DATE OF PUBLIC HEARING
 - A. Consent
 1. Establish September 17, 2019, as the Public Hearing Date for Consideration of:
 - a. New **Restaurant Liquor License No. 41** for El Burro Loco, LLC d/b/a **El Burro Loco**, Located at 2333 East Yellowstone Highway.
10. PUBLIC HEARINGS
 - A. Ordinance
 1. **Vacation and Replat** Creating **Johnny J's Addition**, a Subdivision Agreement, and a Zone Change of Said Addition to C-2 (General Business), Located at 1705 East 2nd Street.
 - B. Resolution
 1. **Demolition Report and Levying Lien** Against Real Property Located at **1129 East C Street**.
11. THIRD READING ORDINANCES
 - A. **Rezone** of Lots 25-26, Block 8, East Burlington Addition, From M-1 (Limited Industrial) and C-2 (General Business), to Entirely C-2 (General Business), Located at **442 North Lennox**.
 1. Communications from Persons Present

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11. THIRD READING ORDINANCES (continued)

- B. **Zone Change** of the **Former North Casper Elementary School**, on Lots 51-69 and 151-169, Block 29, North Casper Addition to the City of Casper, Natrona County, Wyoming, and Vacated alley Adjacent to Lots 51 through 64 and Lots 151 through 164, Block 29, North Casper Addition to the City of Casper, Natrona County, Wyoming, being also described as the North 350 Feet of the alley within Block 29, North Casper Addition to the City of Casper, Natrona County, Wyoming, from Ed (Educational District) zoning to C-2 (General Business), located at **1014 Glenarm Street**.

1. Communications from Persons Present

- C. Amending Chapter 8.04 – **Businesses Affecting Public Health** of the Casper Municipal Code.

1. Communications from Persons Present

12. SECOND READING ORDINANCE

- A. Approving the City-initiated **Annexation of the Green Valley Mobile Home Park**, Comprising 14-Acres, More or Less, Located at 2760 South Robertson Road.

1. Communications from Persons Present

13. RESOLUTIONS

- A. Consent

1. Approving the **City of Casper's Title VI Program** as Required by the **Department of Transportation** for Federal Transportation Assistance and Authorized by the Civil Rights Act of 1964, 42 U.S.C. §2000D ET SEQ.
2. Authorizing a Contract between the **Casper Area Metropolitan Planning Organization** and RDG IA Inc. DBA **RDG Planning & Design** for a **Casper Area Wayfinding Master Plan** in an Amount of \$100,000.
3. Authorizing Change Order No. 1 with **Western Plains Landscaping, LLC** for a Price Increase of \$38,186, and a Time Extension of 167 Days for the **Solid Waste Facility Landfill Compactors Storage Building Project**.
4. Authorizing a Contract for **Outside-City Sewer Service** with **MG Real Properties, LTD**.

13. RESOLUTIONS (continued)

A. Consent

5. Authorizing a Contract with **ConvergeOne, Inc.** to Upgrade the Existing **911 Phone System** and Provide Five Year Maintenance Coverage on Software and Hardware.

14. MINUTE ACTION

A. Consent

1. Authorizing the Purchase of One (1) New **Bobcat Gas Mower**, from **Midland Implement**, Billings, Montana, in the Total Amount of \$10,093, for Use by the Water Distribution Garage of the Public Services Department.

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

16. ADJOURN INTO EXECUTIVE SESSION - PERSONNEL AND PROPERTY ACQUISITION

17. ADJOURNMENT

Upcoming Council meetings

Council meetings

6:00 p.m. Tuesday, September 17, 2019– Council Chambers

6:00 p.m. Tuesday, October 1, 2019 – Council Chambers

Work sessions

4:30 p.m. Tuesday, September 10, 2019 – Council Meeting Room

4:30 p.m. Tuesday, September 24, 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
August 20, 2019

1. ROLL CALL

Casper City Council met in regular session at 6:00 p.m., Tuesday, August 20, 2019. Present: Councilmembers Bates, Cathey, Freel, Hopkins, Huber, Johnson, Lutz, Pacheco, and Mayor Powell.

2. PLEDGE OF ALLEGIANCE

Mayor Powell led the audience in the Pledge of Allegiance.

3. MINUTES

Moved by Councilmember Hopkins, seconded by Councilmember Johnson, to, by minute action, approve the minutes of the August 5, 2019, special Council meeting, as published in the Casper-Star Tribune on August 16, 2019. Councilmember Cathey abstained. Motion passed.

4. EXECUTIVE SESSION MINUTES

Moved by Councilmember Freel, seconded by Councilmember Huber, to, by minute action, approve the minutes of the August 5, 2019, executive session. Councilmember Cathey abstained. Motion passed.

5. MINUTES

Moved by Councilmember Johnson, seconded by Councilmember Freel, to, by minute action, approve the minutes of the August 6, 2019, regular Council meeting, as published in the Casper-Star Tribune on August 17, 2019. Motion passed.

6. EXECUTIVE SESSION MINUTES

Moved by Councilmember Pacheco, seconded by Councilmember Bates, to, by minute action, approve the minutes of the August 6, 2019, executive session. Motion passed.

7. MINUTES

Moved by Councilmember Hopkins, seconded by Councilmember Cathey, to, by minute action, approve the minutes of the August 13, 2019, special Council meeting, as published in the Casper-Star Tribune on August 18, 2019. Councilmembers Johnson and Pacheco abstained. Motion passed.

8. EXECUTIVE SESSION MINUTES

Moved by Councilmember Huber, seconded by Councilmember Bates, to, by minute action, approve the minutes of the August 13, 2019, executive session. Councilmembers Johnson and Pacheco abstained. Motion passed.

9. BILLS & CLAIMS

Moved by Councilmember Huber, seconded by Councilmember Johnson, to, by minute action, approve payment of the August 20, 2019, bills and claims, as audited by City Manager Napier. Motion passed.

Bills & Claims 08/20/19

71Const	Projects	4,040.00
AMBI	Services	1,452.51
AAALndsc	Services	764.68
AirSltns	Services	251.25
AllianceElct	Services	393.55
Alluretech	Services	42.00
ArenaProd	Goods	18,354.49
BdgrMeter	Goods	4,536.00
BankofAmerica	Goods	174,307.74
Brenntag	Goods	65,093.04
BAllen	Reimb	150.00
Casselle	Services	75.00
CsprBldSys	Services	1,465,924.10
CATC	Services	135,575.97
CsprPlntrium	Services	228.00
CsprPubUtl	Services	15.00
CsprStarTrib	Ads	2,660.40
CsprAlcovalrrDist	Services	71,364.05
CntrlTrck	Goods	7,229.58
CntrlWyRegWtr	Services	1,226,018.11
CntrlWySrSvcs	Funding	7,476.00
CenturyLink	Utilities	18,122.35
CH2MHill	Services	11,517.88
Cigna	Services	12,098.93
CityofCasper	Services	71,306.62
CvEngProf	Services	15,600.75
CommTech	Services	913.00
CPU	Services	7,826.05
Comtronix	Services	216.42
CNorwood	Services	78.75
CnvergeOne	Services	7,801.46
Core&Main	Goods	558.99
DvdsnFxdMgmt	Services	4,111.98
DeltaDental	Services	36,362.40
EdgeEng	Services	325.00
FirstData	Services	5,958.95
FIB	Services	534.00
Galls	Uniforms	2,805.25
GMarsh	Services	25,530.08
GlobalSpect	Funding	82,909.91
GrizzlyExc	Projects	50,361.50
HillHouse	Goods	206.74
HingeStudio	Services	1,125.30
HoffmanMnmts	Services	195.70

Homax	Goods	49,198.41
IMSMgmt	Services	1,035.00
InbrgMiller	Services	11,046.50
JWinzenried	Reimb	30.01
KellySvcs	Services	353.76
KnifeRvr	Goods	11,476.58
KFelt	Reimb	121.63
LexisNexis	Services	10,670.93
LimmerRfing	Services	89,779.53
LincolnNtlLife	Services	273.63
LisasSpicnspan	Services	2,075.00
LongBldgTech	Services	4,237.25
Lower&co	Services	1,000.00
MchnryPwr	Goods	12,471.24
MAnderson	Reimb	89.12
MBowman	Reimb	498.04
MJButcher	Services	1,350.00
MWilhelms	Reimb	150.00
McMurryRdyMx	Goods	233.00
MdIndImp	Services	22,938.00
MnsonJanit	Services	9,517.80
MorphoTrust	Services	3,036.00
MtnStates	Services	168.67
MtnWest	Services	1,507.30
MunCodeCncl	Goods	1,242.38
NLange	Reimb	150.00
NCHallofJust	Services	45,991.19
NCSheriffs	Services	101,932.95
NCLibraryFnd	Funding	179.64
NlsonNygaard	Services	18,506.90
Norco	Services	568.06
NrthParkTrans	Services	114.22
NrthnLghtsMfg	Goods	1,170.00
OneCall	Services	1,326.60
PkGeoSltns	Services	5,578.08
Pepsi	Goods	306.38
PostalPros	Services	3,216.10
PrinterPros	Services	200.00
RJuarez	Reimb	300.00
Ramshorn	Projects	48,005.10
RckyMtnPwr	Utilities	130,053.66
RootrSwr	Services	3,233.68
SWheeler	Reimb	1,036.80
ShoshoneDist	Goods	1,499.00
SkylingRnch	Services	63.22

Smarsh	Services	3,691.00
StWYWrkfrnc	Services	3,044.16
StWYNotary	Services	30.00
SterlingInfo	Services	442.93
StotzEquip	Goods	3,266.00
SWI	Services	804.00
TretoConst	Projects	101,250.00
TylerTech	Services	10,073.73
Uniforms2Gear	Uniforms	4,232.76
UrgentCare	Medical	462.00
VSP	Insurance	1,157.12
WrdwellWtr	Services	162.35
WestlandPrk	Services	1,593.54
WLCEng	Services	2,000.00
WyConfBldgOff	Services	100.00
WMC	Services	522.30
		4,273,182.73

10. COMMUNICATIONS FROM PERSONS PRESENT

Individuals addressing the Council were: Craig Sheets regarding various safety issues; and Mileage Mike Harrison, 742 N. Jefferson, thanking Council for assisting with the parades costs for the Central Wyoming Abate group.

11. ESTABLISH PUBLIC HEARINGS

Moved by Councilmember Pacheco, seconded by Councilmember Huber, to, by minute action, establish September 3, 2019, as the public hearing date for the consideration of:

- a. **vacation and replat creating Johnny J's Addition, a subdivision agreement, and a zone** change of said Addition to C-2 (General Business), located at 1705 East 2nd Street;
- b. demolition report and levying lien against real property located at 1129 East C Street; and

Establish September 17, 2019, as the public hearing date for the consideration of:

- a. annexation compliance with Title 15, Chapter 1, Article 4 of the Wyoming State Statutes to determine if the annexation of the Green Valley Mobile Home Park, complies with W.S. 15-1-402.
 1. Resolution.
 2. Third reading ordinance approving annexation, and zoning of the Green Valley Mobile Home Park.
- b. sale and terms of the sale and transfer of ownership of the real property, generally known as the "former Plains Furniture Property" and more particularly described as: Lots 16, 17, 18, 19, 23, 24, 25, 26, 27, 28, 29, 30, 31, and 32 of Block 1 of the City of Casper Addition, Casper, Natrona County, Wyoming.

Councilmember Bates voted nay on establishing the public hearing for the sale of the **"former Plains Furniture Property"**. Motion passed.

12.A PUBLIC HEARING - ORDINANCE

Mayor Powell opened the public hearing for the consideration of the City-initiated annexation of the Green Valley Mobile Home Park.

City Attorney Henley entered four (4) exhibits: correspondence from Liz Becher to J. Carter Napier, dated August 6, 2019; an affidavit of publication, as published in the Casper-Star Tribune, dated July 29, 2019; an affidavit of publication, as published in the Casper-Star Tribune, dated August 2, 2019; and the Green Valley Mobile Addition annexation report, dated July, 2019. Acting City Manager Pitlick provided a brief report.

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

Following ordinance read:

ORDINANCE NO. 26-19
AN ORDINANCE APPROVING THE CITY-INITIATED
ANNEXATION OF THE GREEN VALLEY MOBILE HOME
PARK, COMPRISING 14-ACRES, MORE OR LESS,
LOCATED AT 2760 SOUTH ROBERTSON ROAD.

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

12.B PUBLIC HEARING - RESOLUTION

Mayor Powell opened the public hearing for the consideration of the fiscal year 2020 budget amendment.

City Attorney Henley entered two (2) exhibits: correspondence from Tom Pitlick to J. Carter Napier, dated August 14, 2019 and an affidavit of publication, as published in the Casper-Star Tribune, dated August 8, 2019. Acting City Manager Pitlick provided a brief report.

There being no one to speak for or against the issue, the public hearing was closed.

Following resolution read:

RESOLUTION NO. 19-171
A RESOLUTION AMENDING THE CURRENT BUDGET
FOR THE FISCAL YEAR ENDING JUNE 30, 2020.

Councilmember Bates presented the foregoing resolution for adoption. Seconded by Councilmember Huber. Mayor Powell had a question which Andrew Beamer, Public Services Director addressed. Motion passed.

13.A ORDINANCE— SECOND READING

Following ordinance read:

ORDINANCE NO. 22-19
AN ORDINANCE APPROVING A ZONE CHANGE FOR LOTS
25-26, BLOCK 8 OF THE EAST BURLINGTON ADDITION
SUBDIVISION IN THE CITY OF CASPER, WYOMING.

Councilmember Cathey presented the foregoing ordinance for approval, on second reading. Seconded by Councilmember Bates. There being no one to speak regarding the ordinance, and no discussion or amendments, motion passed.

13.B ORDINANCE— SECOND READING

Following ordinance read:

ORDINANCE NO. 23-19
AN ORDINANCE APPROVING A ZONE CHANGE OF THE
FORMER NORTH CASPER ELEMENTARY SCHOOL
LOCATED AT 1014 GLENARM STREET.

Councilmember Johnson presented the foregoing ordinance for approval, on second reading. Seconded by Councilmember Lutz. There being no one to speak regarding the ordinance, and no discussion or amendments, motion passed.

13.C ORDINANCE— SECOND READING

Following ordinance read:

ORDINANCE NO. 25-19
AN ORDINANCE AMENDING CHAPTER 8.04 OF THE
CASPER MUNICIPAL CODE.

Councilmember Pacheco presented the foregoing ordinance for approval, on second reading. Seconded by Councilmember Bates. Councilmember Lutz had a question which City Attorney Henley addressed. Motion passed.

14. CONSENT RESOLUTIONS

The following resolutions were considered, by consent agenda:

RESOLUTION NO. 19-172
A RESOLUTION RESCINDING A PREVIOUSLY
AUTHORIZED REVOCABLE LICENSE AGREEMENT AND
ISSUING A NEW REVOCABLE LICENSE AGREEMENT
WITH JEFF MCDONALD FOR MAINTENANCE OF A DECK
WITHIN CITY-OWNED PROPERTY.

RESOLUTION NO. 19-173
A RESOLUTION AUTHORIZING A PROCUREMENT
AGREEMENT WITH DC FROST ASSOCIATES, INC., FOR
WIPER KITS AND ASSOCIATED PARTS FOR USE ON THE
ULTRA VIOLET DISINFECTION SYSTEM AT THE SAM H.
HOBBS WASTEWATER TREATMENT PLANT.

RESOLUTION NO. 19-174

A RESOLUTION AUTHORIZING AMENDMENT NO. 1 TO THE PROCUREMENT AGREEMENT WITH DC FROST ASSOCIATES, INC. FOR THE PURCHASE OF ULTRA VIOLET DISINFECTION SYSTEM WIPER KITS.

RESOLUTION NO. 19-175

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH GOLDER ASSOCIATES, INC., FOR PREPARING AN AMENDMENT TO THE CASPER REGIONAL LANDFILL LIFETIME PERMIT APPLICATION.

RESOLUTION NO. 19-176

A RESOLUTION AUTHORIZING A CONTRACT FOR OUTSIDE-CITY WATER SERVICE WITH STEVEN W. HANSON.

RESOLUTION NO. 19-177

A RESOLUTION AUTHORIZING AN AGREEMENT AND CHANGE ORDER NO. 1 WITH SHAMROCK ENVIRONMENTAL CORPORATION FOR THE NORTH PLATTE RIVER RESTORATION—FIRST STREET REACH, PROJECT NO.12-51.

RESOLUTION NO. 19-178

A RESOLUTION AUTHORIZING THE CITY OF CASPER TO HAVE ALL EMPLOYEE CONTRIBUTIONS TO THE WYOMING RETIREMENT SYSTEM CONTRIBUTED AS UNTAXED CONTRIBUTIONS.

RESOLUTION NO. 19-179

A RESOLUTION AUTHORIZING A CONTRACT FOR OUTSIDE-CITY WATER SERVICE WITH C. E. SWINNEY, LLC.

RESOLUTION NO. 19-180

A RESOLUTION AUTHORIZING ACCEPTANCE OF GRANT FUNDS FROM THE STATE OF WYOMING OFFICE OF THE ATTORNEY GENERAL, DIVISION OF VICTIM SERVICES.

RESOLUTION NO. 19-181

A RESOLUTION AUTHORIZING A CONTRACT WITH SOUTHERN COAST K9, INC. TO PROVIDE THREE DUAL-PURPOSE CANINES.

Councilmember Hopkins presented the foregoing ten (10) resolutions for adoption. Seconded by Councilmember Freel. Motion passed.

15. MINUTE ACTION— CONSENT

Moved by Councilmember Bates, seconded by Councilmember Freel, to, by consent minute action, authorize the appointment of Councilman Steve Cathey to the Central Wyoming Regional Water System Joint Powers Board, City/County Hall of Justice & Detention Facility Joint Powers Board, and to the College National Finals Rodeo Board as an alternate. Councilmember Cathey abstained. Motion passed.

16. INTRODUCTION OF MEASURES AND PROPOSALS

Councilmembers spoke on meetings and events they attended.

17. 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, August 27, **2019, in the Council's meeting room; and, a regular** Council meeting to be held at 6:00 p.m., Tuesday, September 3, 2019, in the Council Chambers. Moved by Councilmember Johnson, seconded by Councilmember Bates, to, by minute action adjourn. Motion passed. The meeting was adjourned at 6:37 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
August 27, 2019

1. ROLL CALL

Casper City Council met in special session at 7:19 p.m., Tuesday, August 27, 2019. Present: Councilmembers Johnson Freel, Huber, Pacheco Hopkins, Cathey, Lutz, Bates and Mayor Powell.

2. ADJOURN INTO EXECUTIVE SESSION

At 7:20 p.m., it was moved by Councilmember Pacheco, seconded by Councilmember Freel to adjourn into executive session to discuss litigation. Motion passed.

At 7:35 p.m., it was moved by Councilmember Huber seconded by Councilmember Cathey, to adjourn the executive session. Motion passed.

3. ADJOURNMENT

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

The special meeting was adjourned at 7:36 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 September 03, 2019

1078 M&S HARBORSIDE

1078 M&S HARBORSIDE	Police Administration	EATING PLACES, RESTAURANTS	\$56.49
<i>1078 M&S HARBORSIDE - Total For Police Administration</i>			<i>\$56.49</i>
1078 M&S HARBORSIDE - ALL DEPARTMENTS			\$56.49

5.11 TACTICAL.COM EC

5.11 TACTICAL.COM EC	Operations	Trainer Belt for Uniform	\$41.99
<i>5.11 TACTICAL.COM EC - Total For Operations</i>			<i>\$41.99</i>
5.11 TACTICAL.COM EC - ALL DEPARTMENTS			\$41.99

71 CONSTRUCTION, INC

71 CONSTRUCTION, INC	Capital Projects Fund	29th St. Improvements 18-080, Pay app 3	137,110.36
<i>71 CONSTRUCTION, INC - Total For Capital Projects Fund</i>			<i>\$137,110.36</i>
71 CONSTRUCTION, INC	Sewer Fund - Collection	29th St. Improvements 18-080, Pay app 3	\$22,177.00
<i>71 CONSTRUCTION, INC - Total For Sewer Fund - Collection</i>			<i>\$22,177.00</i>
71 CONSTRUCTION, INC	Streets	3/4" Dolomite	\$427.70
71 CONSTRUCTION, INC	Streets	1/2" Hot Mix Asphalt	\$878.94
71 CONSTRUCTION, INC	Streets	Dolomite Road Base	\$2,219.80
71 CONSTRUCTION, INC	Streets	Dolomite Road Base	\$525.60
<i>71 CONSTRUCTION, INC - Total For Streets</i>			<i>\$4,052.04</i>
71 CONSTRUCTION, INC - ALL DEPARTMENTS			\$163,339.40

7-ELEVEN 36946

7-ELEVEN 36946	Federal	SERVICE STATIONS	\$4.58
<i>7-ELEVEN 36946 - Total For Federal</i>			<i>\$4.58</i>
7-ELEVEN 36946 - ALL DEPARTMENTS			\$4.58

A.M.B.I. & SHIPPING,

A.M.B.I. & SHIPPING,	Customer Service	Postage	\$760.67
<i>A.M.B.I. & SHIPPING, - Total For Customer Service</i>			<i>\$760.67</i>
A.M.B.I. & SHIPPING,	Engineering	Postage	\$27.80

<i>A.M.B.I. & SHIPPING, - Total For Engineering</i>			\$27.80
A.M.B.I. & SHIPPING,	Fire Administration	Postage	\$1.80
<i>A.M.B.I. & SHIPPING, - Total For Fire Administration</i>			\$1.80
A.M.B.I. & SHIPPING,	Ft. Caspar	Postage	\$9.67
<i>A.M.B.I. & SHIPPING, - Total For Ft. Caspar</i>			\$9.67
A.M.B.I. & SHIPPING,	Metro Animal Fund - Admin	Postage	\$14.43
<i>A.M.B.I. & SHIPPING, - Total For Metro Animal Fund - Admin</i>			\$14.43
A.M.B.I. & SHIPPING,	Operations	Medical Information Forms	\$441.88
<i>A.M.B.I. & SHIPPING, - Total For Operations</i>			\$441.88
A.M.B.I. & SHIPPING,	Refuse - Residential	Postage	\$35.97
<i>A.M.B.I. & SHIPPING, - Total For Refuse - Residential</i>			\$35.97
A.M.B.I. & SHIPPING, - ALL DEPARTMENTS			\$1,292.22

AAA LANDSCAPING

AAA LANDSCAPING	Balefill - Dispatch	July 2019 Mowing	\$825.00
<i>AAA LANDSCAPING - Total For Balefill - Dispatch</i>			\$825.00
AAA LANDSCAPING	Code Enforcement	Weed Contractor	\$500.96
AAA LANDSCAPING	Code Enforcement	Weed Contractor	\$360.00
<i>AAA LANDSCAPING - Total For Code Enforcement</i>			\$860.96
AAA LANDSCAPING - ALL DEPARTMENTS			\$1,685.96

AIR COMFORT COMPLETE

AIR COMFORT COMPLETE	CDBG Program Fund	Install A/C Lifesteps	\$12,465.00
<i>AIR COMFORT COMPLETE - Total For CDBG Program Fund</i>			\$12,465.00
AIR COMFORT COMPLETE - ALL DEPARTMENTS			\$12,465.00

AIRGAS CENTRAL

AIRGAS CENTRAL	Police Administration	CHEMICALS AND ALLIED PRODUCTS NOT ESLEW	\$1,431.66
<i>AIRGAS CENTRAL - Total For Police Administration</i>			\$1,431.66
AIRGAS CENTRAL - ALL DEPARTMENTS			\$1,431.66

ALBERTSONS #0060

ALBERTSONS #0060	Fire Administration	Labor Management Meeting Food	\$17.73
<i>ALBERTSONS #0060 - Total For Fire Administration</i>			\$17.73

ALBERTSONS #0060 - ALL DEPARTMENTS**\$17.73****ALBERTSONS #0062**

ALBERTSONS #0062	Fire Administration	Meeting Supplies and Snacks	\$14.99
<i>ALBERTSONS #0062 - Total For Fire Administration</i>			<i>\$14.99</i>

ALBERTSONS #0062 - ALL DEPARTMENTS**\$14.99****ALEXIS JUAREZ**

ALEXIS JUAREZ	Balefill - Dispatch	Boot Reimbursement	\$150.00
<i>ALEXIS JUAREZ - Total For Balefill - Dispatch</i>			<i>\$150.00</i>

ALEXIS JUAREZ - ALL DEPARTMENTS**\$150.00****ALTITUDE RECYCLING E**

ALTITUDE RECYCLING E	Balefill - Dispatch	MRF Baler and Components	\$47,235.00
<i>ALTITUDE RECYCLING E - Total For Balefill - Dispatch</i>			<i>\$47,235.00</i>

ALTITUDE RECYCLING E - ALL DEPARTMENTS**\$47,235.00****AMERI-TECH EQUIPMENT**

AMERI-TECH EQUIPMENT	Refuse - Commercial	ICC Bumper 2289	\$451.20
<i>AMERI-TECH EQUIPMENT - Total For Refuse - Commercial</i>			<i>\$451.20</i>

AMERI-TECH EQUIPMENT - ALL DEPARTMENTS**\$451.20****AMZN Mktp US**

AMZN Mktp US	Operations	Bench Mounted Chain Grinder	\$318.76
<i>AMZN Mktp US - Total For Operations</i>			<i>\$318.76</i>

AMZN Mktp US - ALL DEPARTMENTS**\$318.76****ANDREEN HUNT CONSTRU**

ANDREEN HUNT CONSTRU	Capital Projects Fund	Highland Park Cemetery Expansion Phase 2	\$33,388.78
<i>ANDREEN HUNT CONSTRU - Total For Capital Projects Fund</i>			<i>\$33,388.78</i>
ANDREEN HUNT CONSTRU	Water	East Casper Zone 3 Water System 13-38	\$296.25
<i>ANDREEN HUNT CONSTRU - Total For Water</i>			<i>\$296.25</i>

ANDREEN HUNT CONSTRU	Water - Tanks	14-066 East Casper Zone 3 Water	\$40,946.84
<i>ANDREEN HUNT CONSTRU - Total For Water - Tanks</i>			<i>\$40,946.84</i>
ANDREEN HUNT CONSTRU - ALL DEPARTMENTS			\$74,631.87

APPLE COMPUTER, INC.

APPLE COMPUTER, INC.	Fire Administration	iCloud Storage	\$0.99
<i>APPLE COMPUTER, INC. - Total For Fire Administration</i>			<i>\$0.99</i>
APPLE COMPUTER, INC. - ALL DEPARTMENTS			\$0.99

APPLEBEES 8956000050

APPLEBEES 8956000050	Federal	EATING PLACES, RESTAURANTS	\$9.54
<i>APPLEBEES 8956000050 - Total For Federal</i>			<i>\$9.54</i>
APPLEBEES 8956000050 - ALL DEPARTMENTS			\$9.54

ARROWHEAD HEATING &

ARROWHEAD HEATING &	Balefill - Dispatch	Maintenance/Filter Change	\$434.87
ARROWHEAD HEATING &	Balefill - Dispatch	Front Meeting/Kitchen Compressor	\$336.06
<i>ARROWHEAD HEATING & - Total For Balefill - Dispatch</i>			<i>\$770.93</i>
ARROWHEAD HEATING & - ALL DEPARTMENTS			\$770.93

AT&T 051221271100

AT&T 051221271100	Public Saftey Communication	TELECOMMUNICATION SERV.INCLUD. LOCAL/L.	\$80.94
<i>AT&T 051221271100 - Total For Public Saftey Communication</i>			<i>\$80.94</i>
AT&T 051221271100 - ALL DEPARTMENTS			\$80.94

AT&T BILL PAYMENT

AT&T BILL PAYMENT	Fire Administration	Service for JetPack on Rescue 1	\$17.28
<i>AT&T BILL PAYMENT - Total For Fire Administration</i>			<i>\$17.28</i>
AT&T BILL PAYMENT - ALL DEPARTMENTS			\$17.28

AT&T PREMIER EBIL

AT&T PREMIER EBIL	Police Administration	TELECOMMUNICATION SERV.INCLUD. LOCAL/L.	\$8,137.80
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AT&T PREMIER EBIL - Total For Police Administration	\$8,137.80
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AT&T PREMIER EBIL - ALL DEPARTMENTS	\$8,137.80
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ATLANTIC ELECTRIC, I

ATLANTIC ELECTRIC, I	Traffic Control	FY20 Luminaire Services	\$3,322.59
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ATLANTIC ELECTRIC, I - Total For Traffic Control	\$3,322.59
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ATLANTIC ELECTRIC, I - ALL DEPARTMENTS	\$3,322.59
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ATLAS OFFICE PRODUCT

ATLAS OFFICE PRODUCT	Information Services	COMMERCIAL EQUIPMENT, NOT ELSEWHERE CL	\$200.00
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ATLAS OFFICE PRODUCT - Total For Information Services	\$200.00
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ATLAS OFFICE PRODUCT - ALL DEPARTMENTS	\$200.00
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ATLAS REPRODUCTION I

ATLAS REPRODUCTION I	Police Administration	STATIONERY,OFFICE SUPPLIES,PRINTING AND	\$69.93
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ATLAS REPRODUCTION I - Total For Police Administration	\$69.93
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ATLAS REPRODUCTION I	Public Saftey Communication	STATIONERY,OFFICE SUPPLIES,PRINTING AND	\$534.87
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ATLAS REPRODUCTION I - Total For Public Saftey Communication	\$534.87
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ATLAS REPRODUCTION I - ALL DEPARTMENTS	\$604.80
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AUTOZONE #1294

AUTOZONE #1294	Operations	Battery Charger	\$69.99
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AUTOZONE #1294 - Total For Operations	\$69.99
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AUTOZONE #1294 - ALL DEPARTMENTS	\$69.99
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B & B RUBBER STAMP S

B & B RUBBER STAMP S	Police Administration	MISCELLANEOUS AND RETAIL STORES	\$27.95
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B & B RUBBER STAMP S - Total For Police Administration	\$27.95
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B & B RUBBER STAMP S - ALL DEPARTMENTS	\$27.95
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B & B SALES & SERVIC

B & B SALES & SERVIC	Code Enforcement	Weed Contractor	\$2,424.65
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B & B SALES & SERVIC	Code Enforcement	Weed Contractor	\$28.24
<i>B & B SALES & SERVIC - Total For Code Enforcement</i>			<i>\$2,452.89</i>
B & B SALES & SERVIC - ALL DEPARTMENTS			\$2,452.89

B32 ENGINEERING GROU

B32 ENGINEERING GROU	Capital Projects Fund	Casper Ice Arena Chiller 15-58	\$7,755.98
<i>B32 ENGINEERING GROU - Total For Capital Projects Fund</i>			<i>\$7,755.98</i>
B32 ENGINEERING GROU - ALL DEPARTMENTS			\$7,755.98

BAILEYS ACE HDWE

BAILEYS ACE HDWE	Police Administration	HARDWARE STORES	\$99.98
BAILEYS ACE HDWE	Police Administration	HARDWARE STORES	\$18.58
<i>BAILEYS ACE HDWE - Total For Police Administration</i>			<i>\$118.56</i>
BAILEYS ACE HDWE - ALL DEPARTMENTS			\$118.56

BEST BUY

BEST BUY	Fire Administration	IPad Pro	\$1,623.97
<i>BEST BUY - Total For Fire Administration</i>			<i>\$1,623.97</i>
BEST BUY - ALL DEPARTMENTS			\$1,623.97

BIG WEST LANDSCAPING

BIG WEST LANDSCAPING	Capital Projects Fund	Heritage hills Reclamation 18-058	\$6,385.00
<i>BIG WEST LANDSCAPING - Total For Capital Projects Fund</i>			<i>\$6,385.00</i>
BIG WEST LANDSCAPING - ALL DEPARTMENTS			\$6,385.00

BLACK HILLS ENERGY

BLACK HILLS ENERGY	Aquatics - Operations	Natural Gas	\$3,154.24
<i>BLACK HILLS ENERGY - Total For Aquatics - Operations</i>			<i>\$3,154.24</i>
BLACK HILLS ENERGY	Aquatics - Pool	Natural Gas	\$7,697.75
<i>BLACK HILLS ENERGY - Total For Aquatics - Pool</i>			<i>\$7,697.75</i>
BLACK HILLS ENERGY	Balefill - Dispatch	Natural Gas	\$15.75
BLACK HILLS ENERGY	Balefill - Dispatch	Natural Gas	\$0.83
<i>BLACK HILLS ENERGY - Total For Balefill - Dispatch</i>			<i>\$16.58</i>
BLACK HILLS ENERGY	Buildings & Structures Fund	Natural Gas	\$17.81

<i>BLACK HILLS ENERGY - Total For Buildings & Structures Fund</i>			<i>\$17.81</i>
BLACK HILLS ENERGY	Cemetery	Natural Gas	\$34.48
<i>BLACK HILLS ENERGY - Total For Cemetery</i>			<i>\$34.48</i>
BLACK HILLS ENERGY	City Center	Natural Gas	\$29.27
<i>BLACK HILLS ENERGY - Total For City Center</i>			<i>\$29.27</i>
BLACK HILLS ENERGY	City Hall/Campus Buildings	Natural Gas	\$514.01
<i>BLACK HILLS ENERGY - Total For City Hall/Campus Buildings</i>			<i>\$514.01</i>
BLACK HILLS ENERGY	Fire Administration	Natural Gas	\$389.62
BLACK HILLS ENERGY	Fire Administration	Natural Gas	\$51.35
<i>BLACK HILLS ENERGY - Total For Fire Administration</i>			<i>\$440.97</i>
BLACK HILLS ENERGY	Fleet Maintenance Fund	Natural Gas	\$253.31
<i>BLACK HILLS ENERGY - Total For Fleet Maintenance Fund</i>			<i>\$253.31</i>
BLACK HILLS ENERGY	Ft. Caspar	Natural Gas	\$74.68
<i>BLACK HILLS ENERGY - Total For Ft. Caspar</i>			<i>\$74.68</i>
BLACK HILLS ENERGY	Golf - Operations	Natural Gas	\$50.88
<i>BLACK HILLS ENERGY - Total For Golf - Operations</i>			<i>\$50.88</i>
BLACK HILLS ENERGY	Ice Arena - Operations	Natural Gas	\$453.32
<i>BLACK HILLS ENERGY - Total For Ice Arena - Operations</i>			<i>\$453.32</i>
BLACK HILLS ENERGY	Marathon Bldg	Natural Gas	\$70.00
<i>BLACK HILLS ENERGY - Total For Marathon Bldg</i>			<i>\$70.00</i>
BLACK HILLS ENERGY	Metro Animal Fund - Admin	Natural Gas	\$92.37
<i>BLACK HILLS ENERGY - Total For Metro Animal Fund - Admin</i>			<i>\$92.37</i>
BLACK HILLS ENERGY	Miller St. Dorm	Natural Gas	\$15.00
<i>BLACK HILLS ENERGY - Total For Miller St. Dorm</i>			<i>\$15.00</i>
BLACK HILLS ENERGY	Parks - Parks Maint.	Natural Gas	\$57.90
<i>BLACK HILLS ENERGY - Total For Parks - Parks Maint.</i>			<i>\$57.90</i>
BLACK HILLS ENERGY	Rec Center - Operations	Natural Gas	\$154.77
<i>BLACK HILLS ENERGY - Total For Rec Center - Operations</i>			<i>\$154.77</i>
BLACK HILLS ENERGY	Regional Water Operations	Natural Gas	\$648.04
<i>BLACK HILLS ENERGY - Total For Regional Water Operations</i>			<i>\$648.04</i>
BLACK HILLS ENERGY	Sewer Fund - Collection	Natural Gas	\$17.81
<i>BLACK HILLS ENERGY - Total For Sewer Fund - Collection</i>			<i>\$17.81</i>
BLACK HILLS ENERGY	Water - Distribution	Natural Gas	\$190.19
<i>BLACK HILLS ENERGY - Total For Water - Distribution</i>			<i>\$190.19</i>
BLACK HILLS ENERGY	WWTP - Operations	Natural Gas	\$609.08
<i>BLACK HILLS ENERGY - Total For WWTP - Operations</i>			<i>\$609.08</i>
BLACK HILLS ENERGY - ALL DEPARTMENTS			\$14,592.46

BOJANGLES 974

BOJANGLES 974	Police Administration	FAST FOOD RESTAURANTS	\$15.78
<i>BOJANGLES 974 - Total For Police Administration</i>			<i>\$15.78</i>
BOJANGLES 974 - ALL DEPARTMENTS			\$15.78

BRENNTAG PACIFIC, IN

BRENNTAG PACIFIC, IN	Regional Water Operations	Chemicals- Ferric	\$11,418.75
BRENNTAG PACIFIC, IN	Regional Water Operations	Ferric	\$11,491.87
BRENNTAG PACIFIC, IN	Regional Water Operations	Ferric	\$10,689.81
BRENNTAG PACIFIC, IN	Regional Water Operations	Ferric	\$11,801.05
BRENNTAG PACIFIC, IN	Regional Water Operations	Chemicals- Ferric	\$10,925.75
BRENNTAG PACIFIC, IN	Regional Water Operations	Chemicals-Ferric	\$10,906.66
<i>BRENNTAG PACIFIC, IN - Total For Regional Water Operations</i>			<i>\$67,233.89</i>
BRENNTAG PACIFIC, IN	WWTP - Operations	Ferric Chloride	\$10,280.06
<i>BRENNTAG PACIFIC, IN - Total For WWTP - Operations</i>			<i>\$10,280.06</i>
BRENNTAG PACIFIC, IN - ALL DEPARTMENTS			\$77,513.95

BUDGET RENT ACAR TOL

BUDGET RENT ACAR TOL	Police Administration	TOLLS, ROAD AND BRIDGE FEES	\$1.20
<i>BUDGET RENT ACAR TOL - Total For Police Administration</i>			<i>\$1.20</i>
BUDGET RENT ACAR TOL - ALL DEPARTMENTS			\$1.20

BUDGET RENT-A-CAR

BUDGET RENT-A-CAR	Police Administration	BUDGET RENT-A-CAR	\$224.23
<i>BUDGET RENT-A-CAR - Total For Police Administration</i>			<i>\$224.23</i>
BUDGET RENT-A-CAR - ALL DEPARTMENTS			\$224.23

BUFFALO WILD WINGS

BUFFALO WILD WINGS	Federal	EATING PLACES, RESTAURANTS	\$17.48
<i>BUFFALO WILD WINGS - Total For Federal</i>			<i>\$17.48</i>
BUFFALO WILD WINGS - ALL DEPARTMENTS			\$17.48

CANTINA GRILL B

CANTINA GRILL B	Training	Meal while traveling for training	\$17.12
<i>CANTINA GRILL B - Total For Training</i>			<i>\$17.12</i>
CANTINA GRILL B - ALL DEPARTMENTS			\$17.12

CARUS CORPORATION

CARUS CORPORATION	Regional Water Operations	Polymer	\$13,122.00
CARUS CORPORATION	Regional Water Operations	Chemicals- Polymer	\$4,374.00
<i>CARUS CORPORATION - Total For Regional Water Operations</i>			<i>\$17,496.00</i>
CARUS CORPORATION - ALL DEPARTMENTS			\$17,496.00

CASPER FIRE EXTINGUI

CASPER FIRE EXTINGUI	Operations	Station 5 Semi-Annual Extinguisher Test	\$134.75
<i>CASPER FIRE EXTINGUI - Total For Operations</i>			<i>\$134.75</i>
CASPER FIRE EXTINGUI - ALL DEPARTMENTS			\$134.75

CASPER HOUSING AUTHO

CASPER HOUSING AUTHO	CDBG Program Fund	Lighting at LCS	\$542.90
<i>CASPER HOUSING AUTHO - Total For CDBG Program Fund</i>			<i>\$542.90</i>
CASPER HOUSING AUTHO - ALL DEPARTMENTS			\$542.90

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	Sewer Fund - Stormwater	NEWS DEALERS AND NEWSSTANDS	\$89.00
<i>CASPER STAR TRIBUNE - Total For Sewer Fund - Stormwater</i>			<i>\$89.00</i>
CASPER STAR TRIBUNE - ALL DEPARTMENTS			\$132.54

CASPER STAR-TRIBUNE,

CASPER STAR-TRIBUNE,	Balefill - Dispatch	18-011 CRL Sanitary Sewer Final Pay	\$185.20
<i>CASPER STAR-TRIBUNE, - Total For Balefill - Dispatch</i>			<i>\$185.20</i>
CASPER STAR-TRIBUNE,	Capital Projects Fund	18-068 George Tani Drainage Final Pay	\$205.16
CASPER STAR-TRIBUNE,	Capital Projects Fund	12-51 1st St Reach	\$508.00
CASPER STAR-TRIBUNE,	Capital Projects Fund	17-065 PD Shooting Range Final Pay Ad	\$206.38
<i>CASPER STAR-TRIBUNE, - Total For Capital Projects Fund</i>			<i>\$919.54</i>

CASPER STAR-TRIBUNE,	City Clerk	Notice of Hearing	\$53.24
<i>CASPER STAR-TRIBUNE, - Total For City Clerk</i>			<i>\$53.24</i>
CASPER STAR-TRIBUNE,	Planning - Admin	Notice Casper City Council	\$60.44
CASPER STAR-TRIBUNE,	Planning - Admin	Notice Casper City Council	\$60.44
<i>CASPER STAR-TRIBUNE, - Total For Planning - Admin</i>			<i>\$120.88</i>
CASPER STAR-TRIBUNE,	Sewer Fund - Collection	18-099 Wilson St. Sewer Final Pay	\$211.48
<i>CASPER STAR-TRIBUNE, - Total For Sewer Fund - Collection</i>			<i>\$211.48</i>
CASPER STAR-TRIBUNE, - ALL DEPARTMENTS			\$1,490.34

CASPER TIRE 0000705

CASPER TIRE 0000705	Fleet Maintenance Fund	FLAT REPAIR 230076/ NEW TIRES 230083	\$955.00
CASPER TIRE 0000705	Fleet Maintenance Fund	NEW TIRES 230086 AND 230069	\$1,080.00
<i>CASPER TIRE 0000705 - Total For Fleet Maintenance Fund</i>			<i>\$2,035.00</i>
CASPER TIRE 0000705 - ALL DEPARTMENTS			\$2,035.00

CASPER/NATRONA COUNT

CASPER/NATRONA COUNT	Police Administration	AUTOMOBILE PARKING LOTS AND GARAGES	\$30.00
<i>CASPER/NATRONA COUNT - Total For Police Administration</i>			<i>\$30.00</i>
CASPER/NATRONA COUNT - ALL DEPARTMENTS			\$30.00

CENTRAL TRUCK & DIES

CENTRAL TRUCK & DIES	Capital Projects Fund	Bobcat MiniTrack Loader	\$340.00
<i>CENTRAL TRUCK & DIES - Total For Capital Projects Fund</i>			<i>\$340.00</i>
CENTRAL TRUCK & DIES - ALL DEPARTMENTS			\$340.00

CENTURYLINK

CENTURYLINK	Fleet Maintenance Fund	Phone Use	\$141.94
<i>CENTURYLINK - Total For Fleet Maintenance Fund</i>			<i>\$141.94</i>
CENTURYLINK	Metro Animal Fund - Admin	Phone Use	\$154.58
<i>CENTURYLINK - Total For Metro Animal Fund - Admin</i>			<i>\$154.58</i>
CENTURYLINK	Municipal Court	Phone Use	\$24.02
<i>CENTURYLINK - Total For Municipal Court</i>			<i>\$24.02</i>
CENTURYLINK	Rec Center - Operations	Phone Use	\$280.82
<i>CENTURYLINK - Total For Rec Center - Operations</i>			<i>\$280.82</i>
CENTURYLINK	Sewer Fund - Collection	Phone use	\$66.29

CENTURYLINK	Sewer Fund - Collection	Phone Use	\$45.00
<i>CENTURYLINK - Total For Sewer Fund - Collection</i>			<i>\$111.29</i>
CENTURYLINK	WWTP - Operations	Phone Use	\$156.80
<i>CENTURYLINK - Total For WWTP - Operations</i>			<i>\$156.80</i>
CENTURYLINK - ALL DEPARTMENTS			\$869.45

CH2MHILL, INC.

CH2MHILL, INC.	Sewer Fund - Collection	Strategic plan Development	\$2,323.05
<i>CH2MHILL, INC. - Total For Sewer Fund - Collection</i>			<i>\$2,323.05</i>
CH2MHILL, INC.	Water - Tanks	Strategic plan Development	\$7,733.70
<i>CH2MHILL, INC. - Total For Water - Tanks</i>			<i>\$7,733.70</i>
CH2MHILL, INC.	WWTP - Operations	Strategic plan Development	\$4,646.10
<i>CH2MHILL, INC. - Total For WWTP - Operations</i>			<i>\$4,646.10</i>
CH2MHILL, INC. - ALL DEPARTMENTS			\$14,702.85

CHEBA HUT - STAPLETO

CHEBA HUT - STAPLETO	Federal	FAST FOOD RESTAURANTS	\$16.36
<i>CHEBA HUT - STAPLETO - Total For Federal</i>			<i>\$16.36</i>
CHEBA HUT - STAPLETO - ALL DEPARTMENTS			\$16.36

CHEWY.COM

CHEWY.COM	Metro Animal Fund - Admin	PET SHOPS-PET FOOD AND SUPPLY STORES	\$130.43
<i>CHEWY.COM - Total For Metro Animal Fund - Admin</i>			<i>\$130.43</i>
CHEWY.COM - ALL DEPARTMENTS			\$130.43

CHICK-FIL-A #03335

CHICK-FIL-A #03335	Police Administration	FAST FOOD RESTAURANTS	\$14.50
<i>CHICK-FIL-A #03335 - Total For Police Administration</i>			<i>\$14.50</i>
CHICK-FIL-A #03335 - ALL DEPARTMENTS			\$14.50

CHICK-FIL-A #03424

CHICK-FIL-A #03424	Police Administration	FAST FOOD RESTAURANTS	\$27.65
<i>CHICK-FIL-A #03424 - Total For Police Administration</i>			<i>\$27.65</i>

CHICK-FIL-A #03424 - ALL DEPARTMENTS**\$27.65****CIGNA HEALTH & LIFE**

CIGNA HEALTH & LIFE	Health Insurance Fund	August 2019 Plan Admin Fees	\$12,001.86
<i>CIGNA HEALTH & LIFE - Total For Health Insurance Fund</i>			<i>\$12,001.86</i>

CIGNA HEALTH & LIFE - ALL DEPARTMENTS**\$12,001.86****CITY OF CASPER**

CITY OF CASPER	Animal Control	PSCC Monthly User Fee	\$3,085.04
CITY OF CASPER	Animal Control	PSCC Monthly User Fee	\$3,085.04
<i>CITY OF CASPER - Total For Animal Control</i>			<i>\$6,170.08</i>
CITY OF CASPER	Code Enforcement	Balefill	\$1,100.00
<i>CITY OF CASPER - Total For Code Enforcement</i>			<i>\$1,100.00</i>
CITY OF CASPER	Hogadon - Operations	Balefill	\$19.60
CITY OF CASPER	Hogadon - Operations	Balefill	\$24.50
CITY OF CASPER	Hogadon - Operations	Balefill	\$15.00
<i>CITY OF CASPER - Total For Hogadon - Operations</i>			<i>\$59.10</i>
CITY OF CASPER	Metropolitan Planning Org	August 2019 GIS Service Fee	\$6,119.62
CITY OF CASPER	Metropolitan Planning Org	July 2019 GIS Fee	\$6,119.62
<i>CITY OF CASPER - Total For Metropolitan Planning Org</i>			<i>\$12,239.24</i>
CITY OF CASPER	Refuse - Residential	Balefill	\$5,797.49
CITY OF CASPER	Refuse - Residential	Balefill	\$6,448.51
CITY OF CASPER	Refuse - Residential	Balefill	\$7,320.82
CITY OF CASPER	Refuse - Residential	Balefill	\$6,355.79
CITY OF CASPER	Refuse - Residential	Balefill	\$6,993.77
CITY OF CASPER	Refuse - Residential	Balefill	\$5,645.29
CITY OF CASPER	Refuse - Residential	Balefill	\$6,213.31
CITY OF CASPER	Refuse - Residential	Balefill	\$6,422.73
CITY OF CASPER	Refuse - Residential	Balefill	\$6,859.32
CITY OF CASPER	Refuse - Residential	Balefill	\$5,629.61
<i>CITY OF CASPER - Total For Refuse - Residential</i>			<i>\$63,686.64</i>
CITY OF CASPER	Regional Water Operations	Balefill	\$15.00
CITY OF CASPER	Regional Water Operations	Site Garbage	\$15.00
CITY OF CASPER	Regional Water Operations	Public Utilities	\$119.50
CITY OF CASPER	Regional Water Operations	Public Utilities	\$24.56
<i>CITY OF CASPER - Total For Regional Water Operations</i>			<i>\$174.06</i>
CITY OF CASPER	Social Community Services	FY19 Community Promotions	\$528.00
<i>CITY OF CASPER - Total For Social Community Services</i>			<i>\$528.00</i>

CITY OF CASPER	Water - Distribution	PSCC Monthly User Fee	\$533.60
<i>CITY OF CASPER - Total For Water - Distribution</i>			<i>\$533.60</i>
CITY OF CASPER	WWTP - Operations	Balefill	\$120.05
CITY OF CASPER	WWTP - Operations	Balefill	\$89.18
CITY OF CASPER	WWTP - Operations	Balefill	\$129.36
CITY OF CASPER	WWTP - Operations	Balefill	\$112.70
CITY OF CASPER	WWTP - Operations	Balefill	\$98.49
<i>CITY OF CASPER - Total For WWTP - Operations</i>			<i>\$549.78</i>
CITY OF CASPER - ALL DEPARTMENTS			\$85,040.50

CIVIL ENGINEERING PR

CIVIL ENGINEERING PR	Sewer Fund - Collection	First & Poplar 17-072	\$1,650.75
<i>CIVIL ENGINEERING PR - Total For Sewer Fund - Collection</i>			<i>\$1,650.75</i>
CIVIL ENGINEERING PR	Water - Distribution	First & Poplar 17-072	\$924.42
<i>CIVIL ENGINEERING PR - Total For Water - Distribution</i>			<i>\$924.42</i>
CIVIL ENGINEERING PR - ALL DEPARTMENTS			\$2,575.17

COASTAL CHEMICAL CO

COASTAL CHEMICAL CO	Regional Water Operations	Vehicle Fuel	\$91.83
<i>COASTAL CHEMICAL CO - Total For Regional Water Operations</i>			<i>\$91.83</i>
COASTAL CHEMICAL CO - ALL DEPARTMENTS			\$91.83

COCA COLA BOTTLING C

COCA COLA BOTTLING C	Metro Animal Fund - Admin	MISCELLANEOUS GENERAL MERCHANDISE STOR	\$23.25
<i>COCA COLA BOTTLING C - Total For Metro Animal Fund - Admin</i>			<i>\$23.25</i>
COCA COLA BOTTLING C - ALL DEPARTMENTS			\$23.25

COMMUNICATION TECHNO

COMMUNICATION TECHNO	Balefill - Dispatch	Radio Repair	\$588.98
<i>COMMUNICATION TECHNO - Total For Balefill - Dispatch</i>			<i>\$588.98</i>
COMMUNICATION TECHNO	Capital Projects Fund	G-Tac Installs	\$728.21
COMMUNICATION TECHNO	Capital Projects Fund	G-Tac Installs	\$750.00
COMMUNICATION TECHNO	Capital Projects Fund	G-Tac Installs	\$721.00
COMMUNICATION TECHNO	Capital Projects Fund	G-Tac Installs	\$755.95
COMMUNICATION TECHNO	Capital Projects Fund	G-Tac Installs	\$755.95

COMMUNICATION TECHNO	Capital Projects Fund	G-Tac Installs	\$755.95
COMMUNICATION TECHNO	Capital Projects Fund	Misc Parts, Install Getac System	\$3,241.46
COMMUNICATION TECHNO	Capital Projects Fund	Removed Equipment from Truck	\$206.00
COMMUNICATION TECHNO	Capital Projects Fund	Misc Parts, Install Getac System	\$3,088.11
COMMUNICATION TECHNO	Capital Projects Fund	G-Tac Installs	\$721.00
COMMUNICATION TECHNO	Capital Projects Fund	Install Getac Video/ Remove Console	\$721.00
<i>COMMUNICATION TECHNO - Total For Capital Projects Fund</i>			<i>\$12,444.63</i>
COMMUNICATION TECHNO	Operations	Radio Repair	\$1,383.88
<i>COMMUNICATION TECHNO - Total For Operations</i>			<i>\$1,383.88</i>
COMMUNICATION TECHNO	Police Administration	Replace Battery Separator	\$314.50
<i>COMMUNICATION TECHNO - Total For Police Administration</i>			<i>\$314.50</i>
COMMUNICATION TECHNO - ALL DEPARTMENTS			\$14,731.99

CONVERGEONE INC

CONVERGEONE INC	Fire Administration	Wallmount Kit for Cisco UC Phone 7811	\$51.20
<i>CONVERGEONE INC - Total For Fire Administration</i>			<i>\$51.20</i>
CONVERGEONE INC - ALL DEPARTMENTS			\$51.20

CPU IIT

CPU IIT	Fire Administration	UPS Electronic Backup	\$88.40
<i>CPU IIT - Total For Fire Administration</i>			<i>\$88.40</i>
CPU IIT	Human Resources	Laptop & docking station	\$1,166.00
CPU IIT	Human Resources	Workstation & phone	\$1,919.40
<i>CPU IIT - Total For Human Resources</i>			<i>\$3,085.40</i>
CPU IIT	Metro Animal Fund - Admin	ELECTRONIC SALES	\$374.29
<i>CPU IIT - Total For Metro Animal Fund - Admin</i>			<i>\$374.29</i>
CPU IIT	Police Administration	18 laptops, docking stations and display ports	\$21,527.10
CPU IIT	Police Administration	ELECTRONIC SALES	\$89.98
<i>CPU IIT - Total For Police Administration</i>			<i>\$21,617.08</i>
CPU IIT - ALL DEPARTMENTS			\$25,165.17

CRIME SCENE INFORMAT

CRIME SCENE INFORMAT	Police Administration	September 2019 Program/Web Tips	\$109.87
<i>CRIME SCENE INFORMAT - Total For Police Administration</i>			<i>\$109.87</i>
CRIME SCENE INFORMAT - ALL DEPARTMENTS			\$109.87

CSI EFIT FIT24

CSI EFIT FIT24	Police Administration	MEMBERSHIP CLUBS,(SPORTS,RECREATION,ATH	\$50.00
<i>CSI EFIT FIT24 - Total For Police Administration</i>			<i>\$50.00</i>
CSI EFIT FIT24 - ALL DEPARTMENTS			\$50.00

DELL MARKETING LP

DELL MARKETING LP	Engineering	MICROSOFT OFFICE 2019 LICENSE - A.BEAMER P	\$380.08
<i>DELL MARKETING LP - Total For Engineering</i>			<i>\$380.08</i>
DELL MARKETING LP	Ice Arena - Operations	6 Computer work stations w/Microsoft softwar	\$760.08
<i>DELL MARKETING LP - Total For Ice Arena - Operations</i>			<i>\$760.08</i>
DELL MARKETING LP	Planning - Admin	Office Software for Liz Becher Computer	\$380.08
<i>DELL MARKETING LP - Total For Planning - Admin</i>			<i>\$380.08</i>
DELL MARKETING LP	Police Administration	COMPUTERS,COMPUTER PERIPHERAL EQUIPME	\$47.74
DELL MARKETING LP	Police Administration	18 microsoft office licenses	\$6,841.44
<i>DELL MARKETING LP - Total For Police Administration</i>			<i>\$6,889.18</i>
DELL MARKETING LP	Rec Center - Admin	6 Computer work stations w/Microsoft softwar	\$380.16
<i>DELL MARKETING LP - Total For Rec Center - Admin</i>			<i>\$380.16</i>
DELL MARKETING LP	Rec Center - Operations	6 Computer work stations w/Microsoft softwar	\$1,140.24
<i>DELL MARKETING LP - Total For Rec Center - Operations</i>			<i>\$1,140.24</i>
DELL MARKETING LP	Sewer Fund - Collection	Office Pro	\$380.08
<i>DELL MARKETING LP - Total For Sewer Fund - Collection</i>			<i>\$380.08</i>
DELL MARKETING LP	Water - Meter	Microsoft office 2019 License	\$760.16
<i>DELL MARKETING LP - Total For Water - Meter</i>			<i>\$760.16</i>
DELL MARKETING LP - ALL DEPARTMENTS			\$11,070.06

DELTA DENTAL PLAN OF

DELTA DENTAL PLAN OF	Health Insurance Fund	September 2019 Dental Ins	\$1,578.50
<i>DELTA DENTAL PLAN OF - Total For Health Insurance Fund</i>			<i>\$1,578.50</i>
DELTA DENTAL PLAN OF - ALL DEPARTMENTS			\$1,578.50

DETROIT AIPORT

DETROIT AIPORT	Federal	FAST FOOD RESTAURANTS	\$7.52
<i>DETROIT AIPORT - Total For Federal</i>			<i>\$7.52</i>
DETROIT AIPORT - ALL DEPARTMENTS			\$7.52

DEWITT WATER SYS

DEWITT WATER SYS	Operations	Dewitt Salt and Service - Two Invoices	\$113.75
<i>DEWITT WATER SYS - Total For Operations</i>			<i>\$113.75</i>
DEWITT WATER SYS - ALL DEPARTMENTS			\$113.75

DICK'S SPORTING GOOD

DICK'S SPORTING GOOD	Operations	TARCHEEIIIM/B - Uniform	\$119.99
<i>DICK'S SPORTING GOOD - Total For Operations</i>			<i>\$119.99</i>
DICK'S SPORTING GOOD - ALL DEPARTMENTS			\$119.99

DOLLAR TREE

DOLLAR TREE	Police Administration	VARIETY STORES	\$21.00
<i>DOLLAR TREE - Total For Police Administration</i>			<i>\$21.00</i>
DOLLAR TREE - ALL DEPARTMENTS			\$21.00

DOUBLETREE STAPLTON

DOUBLETREE STAPLTON	Police Administration	DOUBLETREE	\$405.14
<i>DOUBLETREE STAPLTON - Total For Police Administration</i>			<i>\$405.14</i>
DOUBLETREE STAPLTON - ALL DEPARTMENTS			\$405.14

DPC INDUSTRIES, INC.

DPC INDUSTRIES, INC.	Regional Water Operations	Chemicals- NaHypo	\$6,968.14
DPC INDUSTRIES, INC.	Regional Water Operations	Na HyPo	\$6,915.30
DPC INDUSTRIES, INC.	Regional Water Operations	Chemicals- NaHypo	\$6,924.62
<i>DPC INDUSTRIES, INC. - Total For Regional Water Operations</i>			<i>\$20,808.06</i>
DPC INDUSTRIES, INC. - ALL DEPARTMENTS			\$20,808.06

DREAM UPON A PRINCES

DREAM UPON A PRINCES	Aquatics - Operations	Mermaid Swim Day Washington Pool	\$200.00
<i>DREAM UPON A PRINCES - Total For Aquatics - Operations</i>			<i>\$200.00</i>
DREAM UPON A PRINCES - ALL DEPARTMENTS			\$200.00

DTV DIRECTV SERVICE

DTV DIRECTV SERVICE	Public Saftey Communication	CABLE, SATELLITE & OTHER PAY TV/RADIO SE	\$87.99
<i>DTV DIRECTV SERVICE - Total For Public Saftey Communication</i>			<i>\$87.99</i>

DTV DIRECTV SERVICE - ALL DEPARTMENTS **\$87.99**

E&F HOLDING CO.

E&F HOLDING CO.	Police Administration	TOWING SERVICES	\$60.00
E&F HOLDING CO.	Police Administration	TOWING SERVICES	\$60.00
E&F HOLDING CO.	Police Administration	TOWING SERVICES	\$60.00
E&F HOLDING CO.	Police Administration	TOWING SERVICES	\$75.00
<i>E&F HOLDING CO. - Total For Police Administration</i>			<i>\$255.00</i>

E&F HOLDING CO. - ALL DEPARTMENTS **\$255.00**

East Land

East Land	Public Saftey Communication	Replace Glass with Stained Oak	\$560.00
<i>East Land - Total For Public Saftey Communication</i>			<i>\$560.00</i>

East Land - ALL DEPARTMENTS **\$560.00**

EMERGENCY MEDICAL DI

EMERGENCY MEDICAL DI	Fire Administration	Medical Director	\$4,973.70
<i>EMERGENCY MEDICAL DI - Total For Fire Administration</i>			<i>\$4,973.70</i>

EMERGENCY MEDICAL DI - ALL DEPARTMENTS **\$4,973.70**

EMPLOYEE REIMBURSEME

EMPLOYEE REIMBURSEME	Balefill - Dispatch	Boot Reimbursement	\$62.97
<i>EMPLOYEE REIMBURSEME - Total For Balefill - Dispatch</i>			<i>\$62.97</i>
EMPLOYEE REIMBURSEME	Balefill - Diver	Boot Reimbursement	\$135.99
<i>EMPLOYEE REIMBURSEME - Total For Balefill - Diver</i>			<i>\$135.99</i>
EMPLOYEE REIMBURSEME	Cemetery	Work Jeans Reimbursement	\$100.00
<i>EMPLOYEE REIMBURSEME - Total For Cemetery</i>			<i>\$100.00</i>
EMPLOYEE REIMBURSEME	Human Resources	Tuition Reimbursement	\$440.63
EMPLOYEE REIMBURSEME	Human Resources	Tuition Reimbursement	\$2,026.66
EMPLOYEE REIMBURSEME	Human Resources	Tuition Reimbursement	\$930.61
EMPLOYEE REIMBURSEME	Human Resources	Tuition Reimbursement	\$460.80

EMPLOYEE REIMBURSEME	Human Resources	Tuition Reimbursement	\$460.80
<i>EMPLOYEE REIMBURSEME - Total For Human Resources</i>			<i>\$4,319.50</i>
EMPLOYEE REIMBURSEME	Information Services	IPad Case Exchange	\$15.00
<i>EMPLOYEE REIMBURSEME - Total For Information Services</i>			<i>\$15.00</i>
EMPLOYEE REIMBURSEME	Refuse - Residential	Boot Reimbursement	\$150.00
<i>EMPLOYEE REIMBURSEME - Total For Refuse - Residential</i>			<i>\$150.00</i>
EMPLOYEE REIMBURSEME	Water - Distribution	Boots/Pant Reimbursement	\$116.55
<i>EMPLOYEE REIMBURSEME - Total For Water - Distribution</i>			<i>\$116.55</i>
EMPLOYEE REIMBURSEME - ALL DEPARTMENTS			\$4,900.01

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 - ALL DEPARTMENTS			\$231.00

ENVIRONMENTAL & CIVI

ENVIRONMENTAL & CIVI	Capital Projects Fund	2018 Arterials and Collectors 17-093	\$11,474.86
<i>ENVIRONMENTAL & CIVI - Total For Capital Projects Fund</i>			<i>\$11,474.86</i>
ENVIRONMENTAL & CIVI - ALL DEPARTMENTS			\$11,474.86

EXXONMOBIL

EXXONMOBIL	Operations	Fuel	\$26.67
EXXONMOBIL	Operations	Fuel	\$40.33
EXXONMOBIL	Operations	Fuel	\$36.03
EXXONMOBIL	Operations	Fuel	\$46.80
EXXONMOBIL	Operations	Fuel	\$31.51
EXXONMOBIL	Operations	Good 2 Go Fuel 7_26_19	\$43.31
EXXONMOBIL	Operations	Fuel	\$41.31
EXXONMOBIL	Operations	Fuel	\$39.68
EXXONMOBIL	Operations	Fuel	\$8.40
EXXONMOBIL	Operations	Fuel	\$62.00
<i>EXXONMOBIL - Total For Operations</i>			<i>\$376.04</i>
EXXONMOBIL - ALL DEPARTMENTS			\$376.04

FIRST DATA MERCHANT

FIRST DATA MERCHANT	Balefill - Dispatch	July 2019 Credit Card Fees	\$5,015.87
<i>FIRST DATA MERCHANT - Total For Balefill - Dispatch</i>			\$5,015.87
FIRST DATA MERCHANT	Cemetery	July 2019 Credit Card Fees	\$27.84
<i>FIRST DATA MERCHANT - Total For Cemetery</i>			\$27.84
FIRST DATA MERCHANT	Customer Service	July 2019 Credit Card Fees	\$1,940.33
<i>FIRST DATA MERCHANT - Total For Customer Service</i>			\$1,940.33
FIRST DATA MERCHANT	Golf - Operations	July 2019 Credit Card Fees	\$1,700.83
<i>FIRST DATA MERCHANT - Total For Golf - Operations</i>			\$1,700.83
FIRST DATA MERCHANT	Metro Animal Fund - Admin	July 2019 Credit Card Fees	\$66.40
<i>FIRST DATA MERCHANT - Total For Metro Animal Fund - Admin</i>			\$66.40
FIRST DATA MERCHANT	Police Administration	July 2019 Credit Card Fees	\$79.51
<i>FIRST DATA MERCHANT - Total For Police Administration</i>			\$79.51
FIRST DATA MERCHANT - ALL DEPARTMENTS			\$8,830.78

FIRST INTERSTATE BAN

FIRST INTERSTATE BAN	Finance	July 2019 Service Charges	\$428.02
<i>FIRST INTERSTATE BAN - Total For Finance</i>			\$428.02
FIRST INTERSTATE BAN - ALL DEPARTMENTS			\$428.02

GALLS

GALLS	Operations	Part of a Uniform Order Purchased 7/16/19	\$273.82
<i>GALLS - Total For Operations</i>			\$273.82
GALLS - ALL DEPARTMENTS			\$273.82

GALLS, INC.

GALLS, INC.	Police Administration	Molle Accessory Locking	\$1,135.00
GALLS, INC.	Police Administration	Black Eagle Tactical	\$179.10
<i>GALLS, INC. - Total For Police Administration</i>			\$1,314.10
GALLS, INC. - ALL DEPARTMENTS			\$1,314.10

GAYLORD NATIONAL

GAYLORD NATIONAL	Police Administration	GAYLORD OPRYLAND	\$21.96
<i>GAYLORD NATIONAL - Total For Police Administration</i>			\$21.96

GAYLORD NATIONAL - ALL DEPARTMENTS**\$21.96****GENESIS LAMP CORP**

GENESIS LAMP CORP	Operations	Strobe Tube Assy Light Bulb	\$116.53
<i>GENESIS LAMP CORP - Total For Operations</i>			<i>\$116.53</i>

GENESIS LAMP CORP - ALL DEPARTMENTS**\$116.53****GEOSYNTEC CONSULTANT**

GEOSYNTEC CONSULTANT	Balefill - Dispatch	19-025 WDEQ ltr & hasp Updates	\$870.00
GEOSYNTEC CONSULTANT	Balefill - Dispatch	19-005 2019 CRL Monitoring & Reporting	\$15,965.04
<i>GEOSYNTEC CONSULTANT - Total For Balefill - Dispatch</i>			<i>\$16,835.04</i>

GEOSYNTEC CONSULTANT - ALL DEPARTMENTS**\$16,835.04****HOMAX OIL SALES INC**

HOMAX OIL SALES INC	Golf - Operations	SERVICE STATIONS	\$3,170.78
<i>HOMAX OIL SALES INC - Total For Golf - Operations</i>			<i>\$3,170.78</i>

HOMAX OIL SALES INC - ALL DEPARTMENTS**\$3,170.78****HOMAX OIL SALES, INC**

HOMAX OIL SALES, INC	Balefill - Dispatch	Bulk Fuel	\$13,563.02
HOMAX OIL SALES, INC	Balefill - Dispatch	Megaflow AW Hyd 68	\$956.30
HOMAX OIL SALES, INC	Balefill - Dispatch	Landfill Operating Supplies	\$68.46
<i>HOMAX OIL SALES, INC - Total For Balefill - Dispatch</i>			<i>\$14,587.78</i>

HOMAX OIL SALES, INC - ALL DEPARTMENTS**\$14,587.78****HON ASI GUN HBF PAO**

HON ASI GUN HBF PAO	Police Administration	COMMERCIAL FURNITURE	\$375.95
<i>HON ASI GUN HBF PAO - Total For Police Administration</i>			<i>\$375.95</i>

HON ASI GUN HBF PAO - ALL DEPARTMENTS**\$375.95****HOTELSCOM81134209034**

HOTELSCOM81134209034	Police Administration	TRAVEL AGENCIES	\$631.63
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<i>HOTELSCOM81134209034 - Total For Police Administration</i>			\$631.63
HOTELSCOM81134209034 - ALL DEPARTMENTS			\$631.63

HUHOT MONGOLIAN GRIL

HUHOT MONGOLIAN GRIL	Police Administration	EATING PLACES, RESTAURANTS	\$22.32
<i>HUHOT MONGOLIAN GRIL - Total For Police Administration</i>			\$22.32
HUHOT MONGOLIAN GRIL - ALL DEPARTMENTS			\$22.32

HYDRO PRODUCTS

HYDRO PRODUCTS	Sewer Fund - Collection	Pathogen Defense System for hose sterilization	\$7,445.00
<i>HYDRO PRODUCTS - Total For Sewer Fund - Collection</i>			\$7,445.00
HYDRO PRODUCTS - ALL DEPARTMENTS			\$7,445.00

INBERG-MILLER ENGINE

INBERG-MILLER ENGINE	Capital Projects Fund	18-075 13th Street Improvements	\$1,761.50
<i>INBERG-MILLER ENGINE - Total For Capital Projects Fund</i>			\$1,761.50
INBERG-MILLER ENGINE	Sewer Fund - Collection	18-099 Wilson St Sanitary Sewer	\$1,035.50
<i>INBERG-MILLER ENGINE - Total For Sewer Fund - Collection</i>			\$1,035.50
INBERG-MILLER ENGINE - ALL DEPARTMENTS			\$2,797.00

INST. OF POLICE TECH

INST. OF POLICE TECH	Police Administration	MISCELLANEOUS AND RETAIL STORES	\$795.00
<i>INST. OF POLICE TECH - Total For Police Administration</i>			\$795.00
INST. OF POLICE TECH - ALL DEPARTMENTS			\$795.00

INSTALLATION & SVC.

INSTALLATION & SVC.	Capital Projects Fund	Rotary Park Asphalt Improvements	\$19,253.00
<i>INSTALLATION & SVC. - Total For Capital Projects Fund</i>			\$19,253.00
INSTALLATION & SVC. - ALL DEPARTMENTS			\$19,253.00

JACOB KRAFT

JACOB KRAFT	Balefill - Diver	Boot Reimbursement	\$150.00
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JACOB KRAFT - Total For Balefill - Diver	\$150.00
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JACOB KRAFT - ALL DEPARTMENTS	\$150.00
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JKC ENGINEERING

JKC ENGINEERING	Balefill - Dispatch	Regional Landfill Survey	\$2,984.50
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JKC ENGINEERING - Total For Balefill - Dispatch	\$2,984.50
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JKC ENGINEERING - ALL DEPARTMENTS	\$2,984.50
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JOHN HART

JOHN HART	Ft. Caspar	Bluecoat & Pioneer Books	\$177.93
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JOHN HART - Total For Ft. Caspar	\$177.93
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JOHN HART - ALL DEPARTMENTS	\$177.93
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KELLY SVCS., INC.

KELLY SVCS., INC.	Balefill - Dispatch	Contract Labor- Shotage	\$589.60
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KELLY SVCS., INC.	Balefill - Dispatch	Contract Labor- Shortage	\$589.60
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KELLY SVCS., INC.	Balefill - Dispatch	Contract Labor-labor shortage	\$589.60
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KELLY SVCS., INC. - Total For Balefill - Dispatch	\$1,768.80
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KELLY SVCS., INC. - ALL DEPARTMENTS	\$1,768.80
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KELLYS ALIGNMENT AND

KELLYS ALIGNMENT AND	Fleet Maintenance Fund	ALIGNMENT 230069	\$105.00
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KELLYS ALIGNMENT AND	Fleet Maintenance Fund	ALIGNMENT 230087	\$105.00
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KELLYS ALIGNMENT AND - Total For Fleet Maintenance Fund	\$210.00
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KELLYS ALIGNMENT AND - ALL DEPARTMENTS	\$210.00
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KISTLER TENT AND AWN

KISTLER TENT AND AWN	Operations	Hydrant Wrench Bag	\$90.00
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KISTLER TENT AND AWN - Total For Operations	\$90.00
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KISTLER TENT AND AWN - ALL DEPARTMENTS	\$90.00
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KNIFE RIVER/JTL

KNIFE RIVER/JTL	Balefill - Dispatch	Landfill Cover materials	\$1,202.19
<i>KNIFE RIVER/JTL - Total For Balefill - Dispatch</i>			<i>\$1,202.19</i>
KNIFE RIVER/JTL	Streets	1/2" Plant Mix	\$602.49
KNIFE RIVER/JTL	Streets	3/8" Plant Mix	\$401.70
KNIFE RIVER/JTL	Streets	3/8" Plant Mix	\$396.50
KNIFE RIVER/JTL	Streets	1/2" Plant Mix	\$350.55
KNIFE RIVER/JTL	Streets	1/2" Plant Mix	\$608.19
KNIFE RIVER/JTL	Streets	1/2" Plant Mix	\$355.11
KNIFE RIVER/JTL	Streets	W Base	\$669.35
KNIFE RIVER/JTL	Streets	1/2" Plant Mix	\$931.38
KNIFE RIVER/JTL	Streets	1/2" Plant Mix	\$341.43
KNIFE RIVER/JTL	Streets	1/2" Plant Mix	\$1,023.15
KNIFE RIVER/JTL	Streets	1/2" Plant Mix	\$4,353.66
KNIFE RIVER/JTL	Streets	1/2" Plant mix	\$10,336.95
KNIFE RIVER/JTL	Streets	1/2" Plant Mix	\$579.12
KNIFE RIVER/JTL	Streets	1/2" Plant Mix	\$580.26
KNIFE RIVER/JTL	Streets	1/2" Plant mix	\$345.99
KNIFE RIVER/JTL	Streets	1/2" Plant Mix	\$580.26
<i>KNIFE RIVER/JTL - Total For Streets</i>			<i>\$22,456.09</i>
KNIFE RIVER/JTL - ALL DEPARTMENTS			\$23,658.28

KUBWATER RESOURCES,

KUBWATER RESOURCES,	WWTP - Operations	Chemicals	\$5,618.85
<i>KUBWATER RESOURCES, - Total For WWTP - Operations</i>			<i>\$5,618.85</i>
KUBWATER RESOURCES, - ALL DEPARTMENTS			\$5,618.85

KV DAVIS COUNSELING

KV DAVIS COUNSELING	Police Administration	Legal/Medical	\$100.00
<i>KV DAVIS COUNSELING - Total For Police Administration</i>			<i>\$100.00</i>
KV DAVIS COUNSELING - ALL DEPARTMENTS			\$100.00

L.N. CURTIS & SONS I

L.N. CURTIS & SONS I	Operations	Structural Boots	\$410.00
<i>L.N. CURTIS & SONS I - Total For Operations</i>			<i>\$410.00</i>
L.N. CURTIS & SONS I - ALL DEPARTMENTS			\$410.00

LEADSONLINE LLC

LEADSONLINE LLC	Police Administration	INFORMATION RETRIEVAL SERVICES	\$4,908.00
<i>LEADSONLINE LLC - Total For Police Administration</i>			<i>\$4,908.00</i>

LEADSONLINE LLC - ALL DEPARTMENTS **\$4,908.00**

LINCOLN NATL. LIFE I

LINCOLN NATL. LIFE I	Health Insurance Fund	Life Insurance	\$269.85
<i>LINCOLN NATL. LIFE I - Total For Health Insurance Fund</i>			<i>\$269.85</i>

LINCOLN NATL. LIFE I - ALL DEPARTMENTS **\$269.85**

LINKEDIN-389

LINKEDIN-389	Police Administration	CONTINUITY/SUBSCRIPTION MERCHANTS	\$243.18
<i>LINKEDIN-389 - Total For Police Administration</i>			<i>\$243.18</i>

LINKEDIN-389 - ALL DEPARTMENTS **\$243.18**

LISA'S SPIC N SPAN

LISA'S SPIC N SPAN	Balefill - Dispatch	Aug 2019 Cleaning	\$416.00
LISA'S SPIC N SPAN	Balefill - Dispatch	Refinish Furniture	\$344.00
<i>LISA'S SPIC N SPAN - Total For Balefill - Dispatch</i>			<i>\$760.00</i>

LISA'S SPIC N SPAN - ALL DEPARTMENTS **\$760.00**

LOAF N JUG #0119

LOAF N JUG #0119	Police Administration	AUTOMATED FUEL DISPENSERS	\$40.00
<i>LOAF N JUG #0119 - Total For Police Administration</i>			<i>\$40.00</i>

LOAF N JUG #0119 - ALL DEPARTMENTS **\$40.00**

LONG

LONG	Balefill - Diver	Special Waste Conference Room HVAC Repair	\$2,346.00
<i>LONG - Total For Balefill - Diver</i>			<i>\$2,346.00</i>

LONG - ALL DEPARTMENTS **\$2,346.00**

MAINSTAY SUITES

MAINSTAY SUITES	Police Administration	MAINSTAY SUITES	\$204.92
MAINSTAY SUITES - Total For Police Administration			\$204.92
MAINSTAY SUITES - ALL DEPARTMENTS			\$204.92

MARCOS PIZZA

MARCOS PIZZA	Police Administration	EATING PLACES, RESTAURANTS	\$12.44
MARCOS PIZZA - Total For Police Administration			\$12.44
MARCOS PIZZA - ALL DEPARTMENTS			\$12.44

MARY K FRASER

MARY K FRASER	Balefill - Diver	Boot Reimbursement	\$150.00
MARY K FRASER - Total For Balefill - Diver			\$150.00
MARY K FRASER - ALL DEPARTMENTS			\$150.00

MCDONALD'S F12500

MCDONALD'S F12500	Police Administration	FAST FOOD RESTAURANTS	\$7.73
MCDONALD'S F12500 - Total For Police Administration			\$7.73
MCDONALD'S F12500 - ALL DEPARTMENTS			\$7.73

MCDONALD'S F22006

MCDONALD'S F22006	Federal	FAST FOOD RESTAURANTS	\$16.00
MCDONALD'S F22006 - Total For Federal			\$16.00
MCDONALD'S F22006 - ALL DEPARTMENTS			\$16.00

MENARDS CASPER WY

MENARDS CASPER WY	Regional Water Operations	Tools	\$2.49
MENARDS CASPER WY - Total For Regional Water Operations			\$2.49
MENARDS CASPER WY - ALL DEPARTMENTS			\$2.49

MIDLAND IMPLEMENT, I

MIDLAND IMPLEMENT, I	Golf - Operations	NURSERIES, LAWN AND GARDEN SUPPLY STORE	\$2,299.37
<i>MIDLAND IMPLEMENT, I - Total For Golf - Operations</i>			<i>\$2,299.37</i>
MIDLAND IMPLEMENT, I - ALL DEPARTMENTS			\$2,299.37

MOTOROLA SOLUTIONS

MOTOROLA SOLUTIONS	Parks - Parks Maint.	Misc. Equipment	\$4,984.77
MOTOROLA SOLUTIONS	Parks - Parks Maint.	Misc. Equipment	\$4,984.77
<i>MOTOROLA SOLUTIONS - Total For Parks - Parks Maint.</i>			<i>\$9,969.54</i>
MOTOROLA SOLUTIONS	Public Saftey Communication	GeoValidation Upgrade	\$8,750.00
MOTOROLA SOLUTIONS	Public Saftey Communication	Monthly Services	\$1,700.98
<i>MOTOROLA SOLUTIONS - Total For Public Saftey Communication</i>			<i>\$10,450.98</i>
MOTOROLA SOLUTIONS	Streets	Misc. Equipment	\$9,969.54
<i>MOTOROLA SOLUTIONS - Total For Streets</i>			<i>\$9,969.54</i>
MOTOROLA SOLUTIONS - ALL DEPARTMENTS			\$30,390.06

MOUNTAIN SPORTS

MOUNTAIN SPORTS	Police Administration	BICYCLE SHOPS-SALES AND SERVICE	\$154.98
MOUNTAIN SPORTS	Police Administration	BICYCLE SHOPS-SALES AND SERVICE	\$104.99
MOUNTAIN SPORTS	Police Administration	BICYCLE SHOPS-SALES AND SERVICE	\$715.65
<i>MOUNTAIN SPORTS - Total For Police Administration</i>			<i>\$975.62</i>
MOUNTAIN SPORTS - ALL DEPARTMENTS			\$975.62

MOUNTAIN STATES

MOUNTAIN STATES	Parks - Parks Maint.	Envelopes	\$129.31
<i>MOUNTAIN STATES - Total For Parks - Parks Maint.</i>			<i>\$129.31</i>
MOUNTAIN STATES - ALL DEPARTMENTS			\$129.31

MOUNTAIN STATES LITH

MOUNTAIN STATES LITH	Police Administration	MISCELLANEOUS PUBLISHING & PRINTING	\$67.74
MOUNTAIN STATES LITH	Police Administration	MISCELLANEOUS PUBLISHING & PRINTING	\$61.24
MOUNTAIN STATES LITH	Police Administration	MISCELLANEOUS PUBLISHING & PRINTING	\$61.24
<i>MOUNTAIN STATES LITH - Total For Police Administration</i>			<i>\$190.22</i>
MOUNTAIN STATES LITH - ALL DEPARTMENTS			\$190.22

MOUNTAIN WEST VALUAT

MOUNTAIN WEST VALUAT	Planning - Admin	Lots 126-128 North Casper Add Appraisal	\$500.00
<i>MOUNTAIN WEST VALUAT - Total For Planning - Admin</i>			<i>\$500.00</i>
MOUNTAIN WEST VALUAT - ALL DEPARTMENTS			\$500.00

MUNICIPAL EMERGENCY

MUNICIPAL EMERGENCY	Operations	Helemets	\$324.70
<i>MUNICIPAL EMERGENCY - Total For Operations</i>			<i>\$324.70</i>
MUNICIPAL EMERGENCY - ALL DEPARTMENTS			\$324.70

NALCO CHEMICAL CO.

NALCO CHEMICAL CO.	WWTP - Regional Interc	Ferrous Chloride	\$15,919.20
<i>NALCO CHEMICAL CO. - Total For WWTP - Regional Interc</i>			<i>\$15,919.20</i>
NALCO CHEMICAL CO. - ALL DEPARTMENTS			\$15,919.20

NAPA AUTO PARTS CORP

NAPA AUTO PARTS CORP	Operations	Oil	\$275.70
<i>NAPA AUTO PARTS CORP - Total For Operations</i>			<i>\$275.70</i>
NAPA AUTO PARTS CORP - ALL DEPARTMENTS			\$275.70

NASRO

NASRO	Police Administration	PROFESSIONAL SERVICES NOT ELSEWHERE CLAS	\$40.00
NASRO	Police Administration	PROFESSIONAL SERVICES NOT ELSEWHERE CLAS	\$445.00
<i>NASRO - Total For Police Administration</i>			<i>\$485.00</i>
NASRO - ALL DEPARTMENTS			\$485.00

NATRONA COUNTY OFFIC

NATRONA COUNTY OFFIC	Aquatics - Operations	Aquatic Center Spa Inspection	\$75.00
NATRONA COUNTY OFFIC	Aquatics - Operations	Aquatic Center Lap Pool Inspection	\$75.00
NATRONA COUNTY OFFIC	Aquatics - Operations	Aquatic Center Pool	\$75.00
<i>NATRONA COUNTY OFFIC - Total For Aquatics - Operations</i>			<i>\$225.00</i>
NATRONA COUNTY OFFIC	Aquatics - Pool	Paradise Valley Pool Inspection	\$75.00
NATRONA COUNTY OFFIC	Aquatics - Pool	Paradise Valley Wading Pool Inspection	\$75.00

NATRONA COUNTY OFFIC	Aquatics - Pool	Paradise Valley Pool Concessions Inspection	\$35.00
<i>NATRONA COUNTY OFFIC - Total For Aquatics - Pool</i>			<i>\$185.00</i>
NATRONA COUNTY OFFIC - ALL DEPARTMENTS			\$410.00

OHD, LLLP

OHD, LLLP	Operations	Annual Calibration of Quantifit	\$65.00
<i>OHD, LLLP - Total For Operations</i>			<i>\$65.00</i>
OHD, LLLP - ALL DEPARTMENTS			\$65.00

PANDA EXPRESS

PANDA EXPRESS	Federal	FAST FOOD RESTAURANTS	\$12.72
PANDA EXPRESS	Federal	FAST FOOD RESTAURANTS	\$10.39
<i>PANDA EXPRESS - Total For Federal</i>			<i>\$23.11</i>
PANDA EXPRESS	Police Administration	FAST FOOD RESTAURANTS	\$22.52
<i>PANDA EXPRESS - Total For Police Administration</i>			<i>\$22.52</i>
PANDA EXPRESS - ALL DEPARTMENTS			\$45.63

PAYPAL ELITEEDGEFI

PAYPAL ELITEEDGEFI	Police Administration	MISCELLANEOUS PERSONAL SERVICES	\$570.00
<i>PAYPAL ELITEEDGEFI - Total For Police Administration</i>			<i>\$570.00</i>
PAYPAL ELITEEDGEFI - ALL DEPARTMENTS			\$570.00

PAYPAL IAPE

PAYPAL IAPE	Police Administration	CHARITABLE AND SOCIAL SERVICE ORGANIZATI	\$375.00
<i>PAYPAL IAPE - Total For Police Administration</i>			<i>\$375.00</i>
PAYPAL IAPE - ALL DEPARTMENTS			\$375.00

PEPSI COLA OF CASPER

PEPSI COLA OF CASPER	Aquatics - Concessions	Concessions	\$50.00
PEPSI COLA OF CASPER	Aquatics - Concessions	Concessions	\$178.00
PEPSI COLA OF CASPER	Aquatics - Concessions	CO2 Cly Deposit	(\$100.00)
PEPSI COLA OF CASPER	Aquatics - Concessions	Concessions	\$112.00
PEPSI COLA OF CASPER	Aquatics - Concessions	Concessions	\$196.00
PEPSI COLA OF CASPER	Aquatics - Concessions	Concessions	\$180.00

<i>PEPSI COLA OF CASPER - Total For Aquatics - Concessions</i>			<i>\$616.00</i>
PEPSI COLA OF CASPER	ice Arena - Concessions	CO2 Cyl Deposit	(\$50.00)
PEPSI COLA OF CASPER	ice Arena - Concessions	Concessions	\$427.60
<i>PEPSI COLA OF CASPER - Total For ice Arena - Concessions</i>			<i>\$377.60</i>
PEPSI COLA OF CASPER - ALL DEPARTMENTS			\$993.60

PILLAR STRUCTURAL EN

PILLAR STRUCTURAL EN	Balefill - Dispatch	18-074 Landfill Eqpt Building Foundation	\$2,000.00
<i>PILLAR STRUCTURAL EN - Total For Balefill - Dispatch</i>			<i>\$2,000.00</i>
PILLAR STRUCTURAL EN - ALL DEPARTMENTS			\$2,000.00

PILOT

PILOT	Police Administration	AUTOMATED FUEL DISPENSERS	\$37.45
<i>PILOT - Total For Police Administration</i>			<i>\$37.45</i>
PILOT - ALL DEPARTMENTS			\$37.45

PIZZA RANCH CASPER

PIZZA RANCH CASPER	Police Administration	EATING PLACES, RESTAURANTS	\$112.93
<i>PIZZA RANCH CASPER - Total For Police Administration</i>			<i>\$112.93</i>
PIZZA RANCH CASPER - ALL DEPARTMENTS			\$112.93

POCKETPRESS

POCKETPRESS	Police Administration	MISCELLANEOUS PUBLISHING & PRINTING	\$982.16
<i>POCKETPRESS - Total For Police Administration</i>			<i>\$982.16</i>
POCKETPRESS - ALL DEPARTMENTS			\$982.16

POSTAL PROS, INC.

POSTAL PROS, INC.	Customer Service	utility Billing	\$2,455.70
POSTAL PROS, INC.	Customer Service	E-Statement/Web Posting	\$757.15
POSTAL PROS, INC.	Customer Service	Utility Billing	\$5,649.80
POSTAL PROS, INC.	Customer Service	E-Statement/Web Posting	\$772.31
<i>POSTAL PROS, INC. - Total For Customer Service</i>			<i>\$9,634.96</i>
POSTAL PROS, INC.	Water	E-Statement/Web Posting	\$945.00
POSTAL PROS, INC.	Water	E-Statement/Web Posting	\$778.50

POSTAL PROS, INC. - Total For Water	\$1,723.50
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POSTAL PROS, INC. - ALL DEPARTMENTS	\$11,358.46
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PP FBINAACHPTR

PP FBINAACHPTR	Police Administration	CHARITABLE AND SOCIAL SERVICE ORGANIZATI	\$20.00
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PP FBINAACHPTR - Total For Police Administration	\$20.00
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PP FBINAACHPTR - ALL DEPARTMENTS	\$20.00
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QUIZNOS A #46

QUIZNOS A #46	Federal	FAST FOOD RESTAURANTS	\$2.97
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QUIZNOS A #46 - Total For Federal	\$2.97
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QUIZNOS A #46 - ALL DEPARTMENTS	\$2.97
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R & R REST STOPS

R & R REST STOPS	Operations	Pump Service Drill Tower	\$49.61
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R & R REST STOPS - Total For Operations	\$49.61
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R & R REST STOPS - ALL DEPARTMENTS	\$49.61
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RAILROAD MGMT CO III

RAILROAD MGMT CO III	Sewer Fund - Collection	License Fees	\$235.41
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RAILROAD MGMT CO III - Total For Sewer Fund - Collection	\$235.41
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RAILROAD MGMT CO III - ALL DEPARTMENTS	\$235.41
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RAMKOTA HOTEL AND CO

RAMKOTA HOTEL AND CO	Police Administration	LODGING, HOTELS, MOTELS, RESORTS	\$376.00
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RAMKOTA HOTEL AND CO	Police Administration	LODGING, HOTELS, MOTELS, RESORTS	\$25.00
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RAMKOTA HOTEL AND CO - Total For Police Administration	\$401.00
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RAMKOTA HOTEL AND CO - ALL DEPARTMENTS	\$401.00
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RED ROBIN NO

RED ROBIN NO	Federal	EATING PLACES, RESTAURANTS	\$13.02
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RED ROBIN NO - Total For Federal	\$13.02
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RED ROBIN NO - ALL DEPARTMENTS**\$13.02****REMAX THE GROUP**

REMAX THE GROUP	Revolving Land Fund	Broker Price Opinion N Jackson st	\$50.00
<i>REMAX THE GROUP - Total For Revolving Land Fund</i>			<i>\$50.00</i>

REMAX THE GROUP - ALL DEPARTMENTS**\$50.00****RICOH USA, INC**

RICOH USA, INC	Police Administration	OFFICE, PHOTOGRAPHIC, PHOTOCOPY, AND MI	\$475.55
RICOH USA, INC	Police Administration	OFFICE, PHOTOGRAPHIC, PHOTOCOPY, AND MI	\$60.66
<i>RICOH USA, INC - Total For Police Administration</i>			<i>\$536.21</i>

RICOH USA, INC - ALL DEPARTMENTS**\$536.21****ROCKY MOUNTAIN POWER**

ROCKY MOUNTAIN POWER	Balefill - Dispatch	Electricity	\$265.87
ROCKY MOUNTAIN POWER	Balefill - Dispatch	Electricity	\$3,035.25
<i>ROCKY MOUNTAIN POWER - Total For Balefill - Dispatch</i>			<i>\$3,301.12</i>
ROCKY MOUNTAIN POWER	Buildings & Structures Fund	Electricity	\$158.65
<i>ROCKY MOUNTAIN POWER - Total For Buildings & Structures Fund</i>			<i>\$158.65</i>
ROCKY MOUNTAIN POWER	Fire Administration	Electricity	\$318.89
<i>ROCKY MOUNTAIN POWER - Total For Fire Administration</i>			<i>\$318.89</i>
ROCKY MOUNTAIN POWER	Parks - Special Areas	Electricity	\$59.26
<i>ROCKY MOUNTAIN POWER - Total For Parks - Special Areas</i>			<i>\$59.26</i>
ROCKY MOUNTAIN POWER	Regional Water Operations	Electricity	\$13,088.14
<i>ROCKY MOUNTAIN POWER - Total For Regional Water Operations</i>			<i>\$13,088.14</i>
ROCKY MOUNTAIN POWER	RWS - Booster Stations	Electricity	\$7,911.92
<i>ROCKY MOUNTAIN POWER - Total For RWS - Booster Stations</i>			<i>\$7,911.92</i>
ROCKY MOUNTAIN POWER	Traffic Control	Electricity	\$69.39
<i>ROCKY MOUNTAIN POWER - Total For Traffic Control</i>			<i>\$69.39</i>
ROCKY MOUNTAIN POWER	Water - Tanks	Electricity	\$38,596.59
<i>ROCKY MOUNTAIN POWER - Total For Water - Tanks</i>			<i>\$38,596.59</i>

ROCKY MOUNTAIN POWER - ALL DEPARTMENTS**\$63,503.96****Rooter**

Rooter	Golf - Operations	Portable Restroom	\$378.00
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<i>Rooter - Total For Golf - Operations</i>			\$378.00
Rooter	Parks - Parks Maint.	Provide/Install/Service Rented Portable Toilets	\$537.68
<i>Rooter - Total For Parks - Parks Maint.</i>			\$537.68
Rooter - ALL DEPARTMENTS			\$915.68

SALTUS TECHNOLOGIES,

SALTUS TECHNOLOGIES,	Capital Projects Fund	Brother Printer Repair Fee	\$292.00
<i>SALTUS TECHNOLOGIES, - Total For Capital Projects Fund</i>			\$292.00
SALTUS TECHNOLOGIES, - ALL DEPARTMENTS			\$292.00

SAMS CLUB #6425

SAMS CLUB #6425	Fire Administration	Plus Membership Station 6	\$33.60
SAMS CLUB #6425	Fire Administration	Plus Membership Station 5	\$33.60
SAMS CLUB #6425	Fire Administration	Plus Membership Station 1	\$33.60
SAMS CLUB #6425	Fire Administration	Plus Membership Station 3	\$33.60
SAMS CLUB #6425	Fire Administration	Plus Membership Station 2	\$33.60
<i>SAMS CLUB #6425 - Total For Fire Administration</i>			\$168.00
SAMS CLUB #6425	Operations	Coffee	\$136.23
<i>SAMS CLUB #6425 - Total For Operations</i>			\$136.23
SAMS CLUB #6425 - ALL DEPARTMENTS			\$304.23

SAMSCLUB #6425

SAMSCLUB #6425	Fire Administration	Plus Membership Admin	\$33.60
<i>SAMSCLUB #6425 - Total For Fire Administration</i>			\$33.60
SAMSCLUB #6425	Operations	Coffee	\$26.01
<i>SAMSCLUB #6425 - Total For Operations</i>			\$26.01
SAMSCLUB #6425 - ALL DEPARTMENTS			\$59.61

SAMSCLUB.COM

SAMSCLUB.COM	Operations	Coffee and dish soap	\$143.72
<i>SAMSCLUB.COM - Total For Operations</i>			\$143.72
SAMSCLUB.COM - ALL DEPARTMENTS			\$143.72

SHERATON DENVER

SHERATON DENVER	Police Administration	SHERATON	\$89.79
SHERATON DENVER	Police Administration	SHERATON	\$846.69
<i>SHERATON DENVER - Total For Police Administration</i>			<i>\$936.48</i>
SHERATON DENVER - ALL DEPARTMENTS			\$936.48

SHUTTERFLY

SHUTTERFLY	Police Administration	CAMERA AND PHOTOGRAPHIC SUPPLY STORES	\$110.68
<i>SHUTTERFLY - Total For Police Administration</i>			<i>\$110.68</i>
SHUTTERFLY - ALL DEPARTMENTS			\$110.68

SIRCHIE FINGER PRINT

SIRCHIE FINGER PRINT	Police Administration	COMMERCIAL EQUIPMENT, NOT ELSEWHERE CL	\$1,259.01
<i>SIRCHIE FINGER PRINT - Total For Police Administration</i>			<i>\$1,259.01</i>
SIRCHIE FINGER PRINT - ALL DEPARTMENTS			\$1,259.01

SMARTDRAW SOFTWARE L

SMARTDRAW SOFTWARE L	Fire Administration	SmartDraw Online Edition	\$357.00
<i>SMARTDRAW SOFTWARE L - Total For Fire Administration</i>			<i>\$357.00</i>
SMARTDRAW SOFTWARE L - ALL DEPARTMENTS			\$357.00

SOLARWINDS WORLDWIDE

SOLARWINDS WORLDWIDE	Information Services	Annual Maintenance Renewal 08-26-19 to 08-2	\$7,165.00
<i>SOLARWINDS WORLDWIDE - Total For Information Services</i>			<i>\$7,165.00</i>
SOLARWINDS WORLDWIDE - ALL DEPARTMENTS			\$7,165.00

SOURCE OFFICE

SOURCE OFFICE	Police Administration	STATIONERY,OFFICE SUPPLIES,PRINTING AND	\$459.04
SOURCE OFFICE	Police Administration	STATIONERY,OFFICE SUPPLIES,PRINTING AND	\$176.10
SOURCE OFFICE	Police Administration	STATIONERY,OFFICE SUPPLIES,PRINTING AND	\$116.91
<i>SOURCE OFFICE - Total For Police Administration</i>			<i>\$752.05</i>
SOURCE OFFICE - ALL DEPARTMENTS			\$752.05

SPECTRUM REACH

SPECTRUM REACH	Public Saftey Communication	CABLE, SATELLITE & OTHER PAY TV/RADIO SE	\$83.12
<i>SPECTRUM REACH - Total For Public Saftey Communication</i>			<i>\$83.12</i>
SPECTRUM REACH - ALL DEPARTMENTS			\$83.12

SQ SQ ALL AROUND T

SQ SQ ALL AROUND T	Police Administration	TOWING SERVICES	\$515.00
<i>SQ SQ ALL AROUND T - Total For Police Administration</i>			<i>\$515.00</i>
SQ SQ ALL AROUND T - ALL DEPARTMENTS			\$515.00

SQ SQ MY EDUCATION

SQ SQ MY EDUCATION	Training	CPR Cards	\$84.00
<i>SQ SQ MY EDUCATION - Total For Training</i>			<i>\$84.00</i>
SQ SQ MY EDUCATION - ALL DEPARTMENTS			\$84.00

SQ SQ PEDEN'S

SQ SQ PEDEN'S	Operations	24 CFD Hats	\$288.00
<i>SQ SQ PEDEN'S - Total For Operations</i>			<i>\$288.00</i>
SQ SQ PEDEN'S - ALL DEPARTMENTS			\$288.00

SQUARE SQ DC VIP C

SQUARE SQ DC VIP C	Police Administration	TAXICABS/LIMOUSINES	\$27.56
<i>SQUARE SQ DC VIP C - Total For Police Administration</i>			<i>\$27.56</i>
SQUARE SQ DC VIP C - ALL DEPARTMENTS			\$27.56

STANTEC CONSULTING S

STANTEC CONSULTING S	Capital Projects Fund	CONTRACT FOR CA ON THE NPRR 1S	\$7,881.05
<i>STANTEC CONSULTING S - Total For Capital Projects Fund</i>			<i>\$7,881.05</i>
STANTEC CONSULTING S - ALL DEPARTMENTS			\$7,881.05

STOTZ EQUIPMENT

STOTZ EQUIPMENT	Weed & Pest Fund	Lease for Pull mower and tract	\$3,266.00
<i>STOTZ EQUIPMENT - Total For Weed & Pest Fund</i>			<i>\$3,266.00</i>
STOTZ EQUIPMENT - ALL DEPARTMENTS			\$3,266.00

SUBWAY

SUBWAY	Federal	FAST FOOD RESTAURANTS	\$10.46
<i>SUBWAY - Total For Federal</i>			<i>\$10.46</i>
SUBWAY - ALL DEPARTMENTS			\$10.46

SUMMIT ELECTRIC LLC.

SUMMIT ELECTRIC LLC.	Golf - Operations	Swamp Cooler Service	\$173.59
<i>SUMMIT ELECTRIC LLC. - Total For Golf - Operations</i>			<i>\$173.59</i>
SUMMIT ELECTRIC LLC. - ALL DEPARTMENTS			\$173.59

SUTHERLANDS 2219

SUTHERLANDS 2219	Operations	Insect Spray	\$38.97
<i>SUTHERLANDS 2219 - Total For Operations</i>			<i>\$38.97</i>
SUTHERLANDS 2219 - ALL DEPARTMENTS			\$38.97

TACO BELL #23072

TACO BELL #23072	Regional Water Operations	JPB Lunch	\$67.96
<i>TACO BELL #23072 - Total For Regional Water Operations</i>			<i>\$67.96</i>
TACO BELL #23072 - ALL DEPARTMENTS			\$67.96

TEXAS ROADHOUSE

TEXAS ROADHOUSE	Police Administration	EATING PLACES, RESTAURANTS	\$40.99
<i>TEXAS ROADHOUSE - Total For Police Administration</i>			<i>\$40.99</i>
TEXAS ROADHOUSE - ALL DEPARTMENTS			\$40.99

THE HOME DEPOT

THE HOME DEPOT	Traffic Control	Repair parts for 2nd & Country Club	\$17.47
<i>THE HOME DEPOT - Total For Traffic Control</i>			<i>\$17.47</i>

THE HOME DEPOT - ALL DEPARTMENTS	\$17.47
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THE UPS STORE

THE UPS STORE	Fire Administration	Standard Ground Shipping	\$26.37
<i>THE UPS STORE - Total For Fire Administration</i>			<i>\$26.37</i>

THE UPS STORE - ALL DEPARTMENTS	\$26.37
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TLO TRANSUNION

TLO TRANSUNION	Police Administration	COMPUTER AND DATA PROCESSING SERVICES	\$122.55
<i>TLO TRANSUNION - Total For Police Administration</i>			<i>\$122.55</i>

TLO TRANSUNION - ALL DEPARTMENTS	\$122.55
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TOP OFFICE PRODUCTS

TOP OFFICE PRODUCTS	Streets	July 2019 Copy Charges	\$101.97
<i>TOP OFFICE PRODUCTS - Total For Streets</i>			<i>\$101.97</i>

TOP OFFICE PRODUCTS - ALL DEPARTMENTS	\$101.97
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TRACTOR SUPPLY CO

TRACTOR SUPPLY CO	Operations	Parts Cleaner and Vise	\$249.97
<i>TRACTOR SUPPLY CO - Total For Operations</i>			<i>\$249.97</i>

TRACTOR SUPPLY CO - ALL DEPARTMENTS	\$249.97
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TRANSMISSION DISTRIB

TRANSMISSION DISTRIB	Capital Projects Fund	Verda James Overpass 18-010	152,175.91
<i>TRANSMISSION DISTRIB - Total For Capital Projects Fund</i>			<i>\$152,175.91</i>

TRANSMISSION DISTRIB - ALL DEPARTMENTS	\$152,175.91
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TRAVEL GUARD GROUP I

TRAVEL GUARD GROUP I	Police Administration	INSURANCE-SALES & UNDERWRITING	\$31.08
TRAVEL GUARD GROUP I	Police Administration	INSURANCE-SALES & UNDERWRITING	\$36.50
<i>TRAVEL GUARD GROUP I - Total For Police Administration</i>			<i>\$67.58</i>

TRAVEL GUARD GROUP I - ALL DEPARTMENTS**\$67.58****TRETO CONST.**

TRETO CONST.	Water	W Casper Zone 2 15-59 Retainage	\$41,064.39
<i>TRETO CONST. - Total For Water</i>			<i>\$41,064.39</i>
TRETO CONST.	Water - Tanks	W Casper Zone 2 Waterline 15-59	369,579.52
<i>TRETO CONST. - Total For Water - Tanks</i>			<i>\$369,579.52</i>

TRETO CONST. - ALL DEPARTMENTS**\$410,643.91****UNIFORMS 2 GEAR**

UNIFORMS 2 GEAR	Police Administration	Danner Tanicus Coyote Boot	\$154.96
<i>UNIFORMS 2 GEAR - Total For Police Administration</i>			<i>\$154.96</i>

UNIFORMS 2 GEAR - ALL DEPARTMENTS**\$154.96****UNITED 0161523829**

UNITED 0161523829	Training	Check bag fee from 7_27_19 flight	\$30.00
<i>UNITED 0161523829 - Total For Training</i>			<i>\$30.00</i>

UNITED 0161523829 - ALL DEPARTMENTS**\$30.00****UNITED 0161529137**

UNITED 0161529137	Police Administration	UNITED AIRLINES	\$30.00
<i>UNITED 0161529137 - Total For Police Administration</i>			<i>\$30.00</i>

UNITED 0161529137 - ALL DEPARTMENTS**\$30.00****UNITED 0162464268**

UNITED 0162464268	Police Administration	UNITED AIRLINES	\$478.10
<i>UNITED 0162464268 - Total For Police Administration</i>			<i>\$478.10</i>

UNITED 0162464268 - ALL DEPARTMENTS**\$478.10****UNITED 0162464330**

UNITED 0162464330	Police Administration	UNITED AIRLINES	\$539.10
<i>UNITED 0162464330 - Total For Police Administration</i>			<i>\$539.10</i>

UNITED 0162464330 - ALL DEPARTMENTS	\$539.10
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UNITED 0162464335

UNITED 0162464335	Police Administration	UNITED AIRLINES	\$561.60
UNITED 0162464335 - Total For Police Administration			\$561.60

UNITED 0162464335 - ALL DEPARTMENTS	\$561.60
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UNITED 0162467916

UNITED 0162467916	Federal	UNITED AIRLINES	\$656.10
UNITED 0162467916	Federal	UNITED AIRLINES	\$456.10
UNITED 0162467916	Federal	UNITED AIRLINES	\$656.10
UNITED 0162467916	Federal	UNITED AIRLINES	\$656.10
UNITED 0162467916	Federal	UNITED AIRLINES	\$656.10
UNITED 0162467916 - Total For Federal			\$3,080.50

UNITED 0162467916 - ALL DEPARTMENTS	\$3,080.50
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UNO'S CHICAGO GRILL

UNO'S CHICAGO GRILL	Federal	EATING PLACES, RESTAURANTS	\$16.94
UNO'S CHICAGO GRILL - Total For Federal			\$16.94

UNO'S CHICAGO GRILL - ALL DEPARTMENTS	\$16.94
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URBAN BURGER

URBAN BURGER	Training	Meal while traveling for Training	\$11.90
URBAN BURGER - Total For Training			\$11.90

URBAN BURGER - ALL DEPARTMENTS	\$11.90
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URGENT CARE OF CASPE

URGENT CARE OF CASPE	Police Administration	Testing	\$924.00
URGENT CARE OF CASPE - Total For Police Administration			\$924.00
URGENT CARE OF CASPE	Public Saftey Communication	Testing	\$45.00
URGENT CARE OF CASPE - Total For Public Saftey Communication			\$45.00

URGENT CARE OF CASPE - ALL DEPARTMENTS	\$969.00
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USPS PO 5715580945

USPS PO 5715580945	Police Administration	POSTAGE STAMPS	\$8.04
USPS PO 5715580945 - Total For Police Administration			\$8.04
USPS PO 5715580945	RWS - Gardian	POSTAGE STAMPS	\$22.00
USPS PO 5715580945 - Total For RWS - Gardian			\$22.00
USPS PO 5715580945 - ALL DEPARTMENTS			\$30.04

VOIANCE LLC

VOIANCE LLC	Police Administration	BUSINESS SERVICES NOT ELSEWHERE CLASSIFI	\$12.02
VOIANCE LLC - Total For Police Administration			\$12.02
VOIANCE LLC - ALL DEPARTMENTS			\$12.02

VRC COMPANIES LLC

VRC COMPANIES LLC	Human Resources	August 19 Shredding Fee	\$40.00
VRC COMPANIES LLC - Total For Human Resources			\$40.00
VRC COMPANIES LLC - ALL DEPARTMENTS			\$40.00

VZWRLSS IVR VB

VZWRLSS IVR VB	Animal Control	TELECOMMUNICATION SERV.INCLUD. LOCAL/L.	\$25.61
VZWRLSS IVR VB - Total For Animal Control			\$25.61
VZWRLSS IVR VB	Police Administration	TELECOMMUNICATION SERV.INCLUD. LOCAL/L.	\$880.22
VZWRLSS IVR VB	Police Administration	TELECOMMUNICATION SERV.INCLUD. LOCAL/L.	\$923.91
VZWRLSS IVR VB - Total For Police Administration			\$1,804.13
VZWRLSS IVR VB	Public Saftey Communication	TELECOMMUNICATION SERV.INCLUD. LOCAL/L.	\$248.08
VZWRLSS IVR VB - Total For Public Saftey Communication			\$248.08
VZWRLSS IVR VB - ALL DEPARTMENTS			\$2,077.82

VZWRLSS MY VZ VB P

VZWRLSS MY VZ VB P	Fire Administration	June iPad Air Bill	\$120.03
VZWRLSS MY VZ VB P - Total For Fire Administration			\$120.03
VZWRLSS MY VZ VB P - ALL DEPARTMENTS			\$120.03

WAL-MART #1617

WAL-MART #1617	Police Administration	GROCERY STORES, SUPERMARKETS	\$25.01
WAL-MART #1617 - Total For Police Administration			\$25.01
WAL-MART #1617 - ALL DEPARTMENTS			\$25.01

WAYNE COLEMAN CONSTR

WAYNE COLEMAN CONSTR	Water - Distribution	2019 CPU Asphalt Repair	\$14,230.90
WAYNE COLEMAN CONSTR - Total For Water - Distribution			\$14,230.90
WAYNE COLEMAN CONSTR - ALL DEPARTMENTS			\$14,230.90

WELLBORN SULLIVAN ME

WELLBORN SULLIVAN ME	Property Insurance Fund	Legal	\$1,200.00
WELLBORN SULLIVAN ME - Total For Property Insurance Fund			\$1,200.00
WELLBORN SULLIVAN ME - ALL DEPARTMENTS			\$1,200.00

WENCK ASSOCIATES INC

WENCK ASSOCIATES INC	Balefill - Dispatch	10 Year Business Plan	\$13,285.86
WENCK ASSOCIATES INC - Total For Balefill - Dispatch			\$13,285.86
WENCK ASSOCIATES INC - ALL DEPARTMENTS			\$13,285.86

WESTERN STATES FIRE

WESTERN STATES FIRE	Police Administration	Annual Fire Suppression Inspection	\$450.00
WESTERN STATES FIRE - Total For Police Administration			\$450.00
WESTERN STATES FIRE - ALL DEPARTMENTS			\$450.00

WILLIAMS, PORTER, DA

WILLIAMS, PORTER, DA	Property Insurance Fund	Legal Services	\$2,869.00
WILLIAMS, PORTER, DA - Total For Property Insurance Fund			\$2,869.00
WILLIAMS, PORTER, DA - ALL DEPARTMENTS			\$2,869.00

WLC ENGINEERING - SU

WLC ENGINEERING - SU	Capital Projects Fund	Highland Park and Forest Dr Detention 13-63	\$1,936.00
<i>WLC ENGINEERING - SU - Total For Capital Projects Fund</i>			<i>\$1,936.00</i>
WLC ENGINEERING - SU	Engineering	Eng Svces- Surveyor	\$309.50
<i>WLC ENGINEERING - SU - Total For Engineering</i>			<i>\$309.50</i>
WLC ENGINEERING - SU	Water - Tanks	W Casper Zone 2 Water Systm 15-59	\$1,486.23
<i>WLC ENGINEERING - SU - Total For Water - Tanks</i>			<i>\$1,486.23</i>
WLC ENGINEERING - SU - ALL DEPARTMENTS			\$3,731.73

WM SUPERCENTER

WM SUPERCENTER	Prevention & Inspection	Bel 2.0 USBC	\$25.88
<i>WM SUPERCENTER - Total For Prevention & Inspection</i>			<i>\$25.88</i>
WM SUPERCENTER - ALL DEPARTMENTS			\$25.88

WY. DEPT. OF TRANSP

WY. DEPT. OF TRANSP	Capital Projects Fund	Bryan Stock Trail 09-27	\$108.86
<i>WY. DEPT. OF TRANSP - Total For Capital Projects Fund</i>			<i>\$108.86</i>
WY. DEPT. OF TRANSP - ALL DEPARTMENTS			\$108.86

WY. MEDICAL CENTER

WY. MEDICAL CENTER	Health Insurance Fund	MEDICAL SERVICES & HEALTH PRACTITIONERS	\$400.00
<i>WY. MEDICAL CENTER - Total For Health Insurance Fund</i>			<i>\$400.00</i>
WY. MEDICAL CENTER - ALL DEPARTMENTS			\$400.00

WYOMING CAMERA

WYOMING CAMERA	Police Administration	CAMERA AND PHOTOGRAPHIC SUPPLY STORES	\$2,099.98
<i>WYOMING CAMERA - Total For Police Administration</i>			<i>\$2,099.98</i>
WYOMING CAMERA - ALL DEPARTMENTS			\$2,099.98

CITYWIDE BILLS AND CLAIMS TOTAL

\$1,551,120.90

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 _____ DATE _____

DULY AUDITED BY _____ DATE _____

APPROVED BY _____ DATE _____

CITY of CASPER, WYOMING
BILLS and CLAIMS ADDENDUM
Council Meeting
09/03/19

Payroll Disbursements

8/15/19	FIRE PAYROLL	\$	134,039.35
8/15/19	BENEFITS & DEDUCTIONS	\$	30,834.96
8/22/19	CITY PAYROLL	\$	1,170,871.51
8/22/19	BENEFITS & DEDUCTIONS	\$	187,405.33
8/27/19	FIRE PAYROLL	\$	165,975.40
8/27/19	BENEFITS & DEDUCTIONS	\$	27,535.03

Total Payroll **\$ 1,716,661.58**

Additional Accounts Payable

8/15/2019	Pre Writs: Utility Refunds, Petty Cash, Travel Reimbursements		
	Michael Gaylord		281.46
	Jason Wittler		10.03
	Randi Garret		9.15
	FIB- Petty Cash		134.97
	Tony MacMillan		500.00
	Romey, Catherine		46.51
	Edwards, Karla		75.00
	Larry's Excavation		29.76
	Transportation Oartners		60.00
			<u>1,146.88</u>
8/22/19	Pre-Writs: Utility Refunds, Travel Reimbursement, Petty Cash		
	Carter Napier		338.10
	Evan Condelario		495.02
	First Interstate Bank		157.39
	Peterson, Kathryn		55.52
	Mullen, Ainsley/Michael		20.55
	Maloney, Will		28.41
	richardson, Mandy/Geer		27.50
	Goodman, Sarah		71.51
	Anderson, Kayla		17.47
	Remax		6.58
	Gredvig, Kyle		31.70
			<u>1,249.75</u>
08/19/19	Additional P-Cards to make minimum payment		
			375.23
			75.00
			17,197.32
			9,516.06
			262.71
			150.54
			231.00
			193.65
			25.80
			<u>5.38</u>
			28,032.69
8/22/19	Additional P-cards		
			9,924.12
			8,108.24
			1,415.98
			298.78
			956.64
			166.90
			310.46
			267.97
			984.88
			5,677.59
			2,319.90
			11,673.90
			8,828.54
8/23/19	Additional P-cards		
			138.90
			209.00
			3,222.71
			4,046.03
			2,512.61
			943.58
			6,702.79
			<u>9,368.28</u>
			78,077.80

Total Additional AP **\$108,507.12**

August 8, 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: Establish September 17, 2019 as the Public Hearing Date for a New Restaurant Liquor License No. 41 for El Burro Loco, LLC d/b/a El Burro Loco, Located at 2333 East Yellowstone Highway.

Meeting Type & Date
Regular Council Meeting
September 3, 2019

Action type
Establish Public Hearing
Minute Action

Recommendation
That Council, by minute action, establish September 17, 2019 as the Public Hearing date for a new restaurant liquor license No. 41 for El Burro Loco, LLC, d/b/a El Burro Loco located at 2333 East Yellowstone Highway.

Summary
An application has been received requesting a new restaurant liquor license No. 41 for El Burro Loco, LLC, d/b/a El Burro Loco located at 2333 East Yellowstone Highway. This is a new restaurant and its location is in the old Western Grill Restaurant. The restaurant portion will open by the end of August 2019. If approved, they will be able to start serving alcohol immediately.

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

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


Financial Considerations
No Financial Considerations

Oversight/Project Responsibility
Carla Mills-Laatsch, Licensing Specialist

Attachments
None

August 30, 2019

MEMO TO: J. Carter Napier, City Manager 

FROM: Liz Becher, Community Development Director 

SUBJECT: Public Hearing for Consideration of an Ordinance approving a vacation and replat creating the Johnny J's Addition, a subdivision agreement, and a zone change of said addition to C-2 (General Business).

Meeting Type & Date:

Regular Council Meeting, September 3, 2019.

Action Type:

First reading on Ordinance and public hearing.

Recommendation:

That Council, by ordinance, approve the vacation and replat creating the Johnny J's Addition, a subdivision agreement, and a zone change of said Addition from R-3 (One to Four Unit Residential) and C-2 (General Business) to entirely C-2 (General Business).

Summary:

Application has been made to replat multiple lots in the Butler's Addition, comprising 0.64-acres, more or less, to create a new, single-lot subdivision to be known as Johnny J's Addition to the City of Casper. The subject property is the location of Johnny J's restaurant, and also includes a property directly to the south of the restaurant's parking lot access on South Elk Street. The lot to the south of Johnny J's is currently vacant, and was previously occupied by a residential/professional office structure that was demolished in July. The property on which the residential/professional office structure was located is zoned R-3 (One to Four Unit Residential), and the balance of the lots involved are zoned C-2 (General Business). In that the proposed single lot subdivision cannot have multiple zoning classifications, the applicants have applied for a rezone from C-2 (General Business) and R-3 (One to Four Unit Residential), to entirely C-2 (General Business). Future plans for the property include the addition of a larger cooler to the restaurant and the expansion of the parking lot. The expansion of the building and the parking area will trigger the need for approval of an amended site plan, and adequate buffering will be required between the restaurant site and the newly-abutting residence.

The Planning and Zoning Commission voted to unanimously support the vacation, replat and zone change after a public hearing on July 18, 2019. Two letters were received prior to the Planning Commission meeting, one in opposition, and one in favor. The letter in opposition cited parking issues in the neighborhood; however, the Planning and Zoning Commission noted during the hearing that the expansion of the parking lot would help alleviate the parking issues. A notice of public hearing will be published in the Casper Star-Tribune advertising the City Council public hearing. All public hearings are also advertised on the City's website (casperwy.gov), and notices are mailed to all property owners within three hundred (300) feet.

Financial Considerations:

Not applicable.

Oversight/Project Responsibility:

Craig Collins, AICP, City Planner, is tasked with processing replats and zone changes.

Attachments:

Location/Zoning Map

Aerial Map

Plat

Ordinance

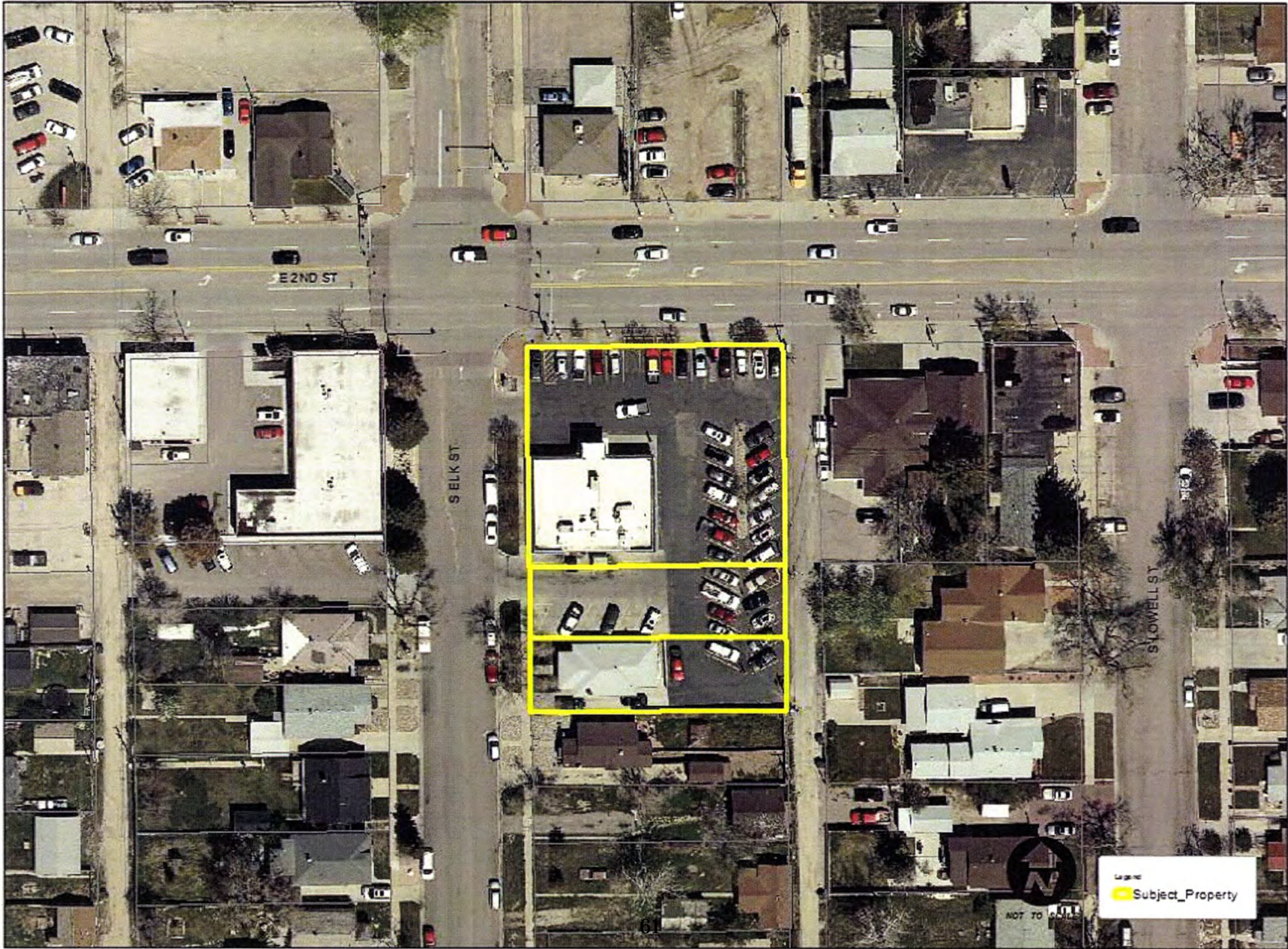
Subdivision Agreement

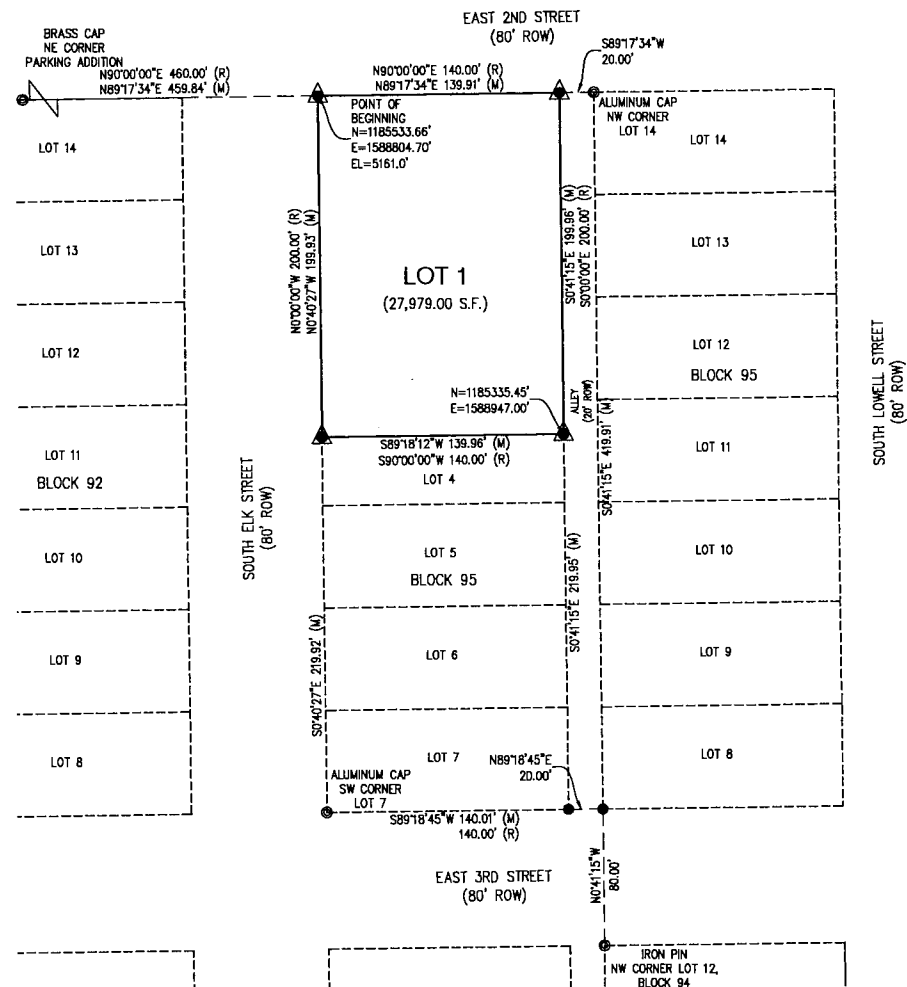
Two (2) Public Comment Letters

Johnny J's Addition Replat and Rezone



Johnny J's Addition Replat and Rezone





CERTIFICATE OF DEDICATION

STATE OF WYOMING }
COUNTY OF NATRONA } SS

THE UNDERSIGNED, JOHNSON RESTAURANT GROUP INC. AND JOHNSON INVESTMENT CORP. INC., DO HEREBY CERTIFY THAT THEY ARE THE OWNERS AND PROPRIETORS OF THE FOLLOWING DESCRIBED PARCEL OF LAND BEING A VACATION AND REPLAT OF LOTS 1, 2, 3 AND THE NORTH 20' OF LOT 4, BLOCK 95 OF THE BUTLER'S ADDITION TO THE CITY OF CASPER, WYOMING, SITUATE WITHIN THE NEEDLE SECTION 10, T.33N., R.79W., 6TH P.M., NATRONA COUNTY, WYOMING, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 1, BLOCK 95, BUTLER'S ADDITION, MONUMENTED BY A BRASS CAP AND BEING THE POINT OF BEGINNING, LOCATED ON THE SOUTH LINE OF EAST 2ND STREET;

THENCE N89°17'34"E, ALONG THE NORTH LINE OF SAID LOT 1, BLOCK 95, BUTLER'S ADDITION AND THE SOUTH LINE OF EAST 2ND STREET, A DISTANCE OF 139.91 FEET TO THE NORTHEAST CORNER OF THE PARCEL ALSO BEING THE NORTHEAST CORNER OF SAID LOT 1, MONUMENTED BY A BRASS CAP;

THENCE S0°41'15"E, ALONG THE EAST LINE OF SAID LOTS 1, 2, 3, AND 4, BLOCK 95, BUTLER'S ADDITION AND THE WEST LINE OF A 20 FOOT WIDE ALLEY, A DISTANCE OF 199.96 FEET TO SOUTHEAST CORNER OF THE PARCEL LOCATED 20 FEET SOUTH OF THE NORTHEAST CORNER OF SAID LOT 4, MONUMENTED BY A BRASS CAP;

THENCE S89°18'12"W, ALONG THE SOUTH LINE OF THE PARCEL, A DISTANCE OF 139.96 FEET TO THE SOUTHWEST CORNER OF THE PARCEL LOCATED ON THE EAST LINE OF SOUTH ELK STREET AND 20 FEET SOUTH OF THE NORTHWEST CORNER OF SAID LOT 4, BLOCK 95, BUTLER'S ADDITION, MONUMENTED BY A BRASS CAP;

THENCE N00°40'27"W, ALONG THE WEST LINE OF THE PARCEL, THE EAST LINE OF SOUTH ELK STREET AND THE WEST LINE OF SAID LOTS 1, 2, 3, AND 4, BLOCK 95, BUTLER'S ADDITION A DISTANCE OF 199.93 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 0.64 ACRES, (27,979.00 S.F.), MORE OR LESS, AND IS SUBJECT TO ANY RIGHTS-OF-WAY AND/OR EASEMENTS, RESERVATIONS, AND ENCUMBRANCES WHICH HAVE BEEN LEGALLY ACQUIRED.

THE TRACT OF LAND, AS IT APPEARS ON THIS PLAT, IS DEDICATED WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS AND PROPRIETORS. THE NAME OF THE SUBDIVISION SHALL BE "JOHNNY J'S ADDITION". ALL ROADS AND STREETS AS SHOWN HEREON HAVE BEEN PREVIOUSLY DEDICATED TO THE USE OF THE PUBLIC.

JOHNSON RESTAURANT GROUP INC.
229 EAST 2nd ST., STE. 200
CASPER, WYOMING 82601

JOHNSON INVESTMENT CORP INC.
229 EAST 2nd ST., STE. 200
CASPER, WYOMING 82601

JOHN D JOHNSON - PRESIDENT

~~JOHN D JOHNSON - PRESIDENT~~

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY JOHN D. JOHNSON,
PRESIDENT OF JOHNSON RESTAURANT GROUP, INC., THIS _____ DAY OF
_____, 2019.

WITNESS MY HAND AND OFFICIAL SEAL.
MY COMMISSION EXPIRES _____

NOTARY PUBLIC

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY JOHN D. JOHNSON,
PRESIDENT OF JOHNSON INVESTMENT CORP., INC., THIS _____ DAY OF
_____, 2019.

WITNESS MY HAND AND OFFICIAL SEAL
MY COMMISSION EXPIRES _____

NOTARY PUBLIC

APPROVALS

APPROVED BY THE CITY OF CASPER PLANNING AND ZONING COMMISSION OF CASPER, WYOMING
THIS _____ DAY OF _____, 2019.

ATTEST: _____
SECRETARY

_____ CHAIRMAN

APPROVED BY THE CITY COUNCIL OF CASPER, WYOMING BY RESOLUTION NO. _____ DULY PASSED,
ADOPTED AND APPROVED THIS _____ DAY OF _____ 2019.

ATTEST: _____
CITY CLERK

_____ MAYOR

INSPECTED AND APPROVED THIS _____ DAY OF _____, 2019.

CITY ENGINEER _____

INSPECTED AND APPROVED THIS _____ DAY OF _____, 2019.

CITY SURVEYOR

NOTES

1. ERROR OF CLOSURE EXCEEDS 1:1,185,533.
2. BASIS OF BEARINGS IS THE WYOMING STATE PLANE COORDINATE SYSTEM, EAST CENTRAL ZONE, NAD 1983/86.
3. THE CONVERGENCE ANGLE AT THE POINT OF BEGINNING IS $D^{\circ}42'04.23282''$, AND THE COMBINED FACTOR IS 0.999780071.
4. ALL DISTANCES ARE GROUND.
5. ELEVATIONS SHOWN HEREON ARE BASED ON NAVD 88 DATUM AND ARE NOT MEANT TO BE USED AS BENCHMARKS.

CERTIFICATE OF SURVEYOR

STATE OF WYOMING }
COUNTY OF NATRONA } SS

I, WILLIAM R. FEHRINGER, A REGISTERED PROFESSIONAL LAND SURVEYOR, LICENSE NO. 5528, DO HEREBY CERTIFY THAT THIS PLAT WAS MADE FROM NOTES TAKEN DURING AN ACTUAL SURVEY MADE UNDER MY DIRECT SUPERVISION IN MAY, 2019, AND THAT THIS PLAT, TO THE BEST OF MY KNOWLEDGE AND BELIEF, CORRECTLY AND ACCURATELY REPRESENTS SAID SURVEY. ALL DIMENSIONS ARE EXPRESSED IN FEET AND DECIMALS THEREOF AND COURSES REFERRED TO THE WYOMING STATE PLANE COORDINATE SYSTEM - EAST CENTRAL ZONE. ALL BEING TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY WILLIAM R. FEHRINGER
THIS DAY OF _____, 2019.

WITNESS MY HAND AND OFFICIAL SEAL

MY COMMISSION EXPIRES _____

NOTARY PUBLIC

VACATION AND REPLAT OF
LOTS 1, 2, 3,
AND NORTH 20' OF LOT 4, BLOCK 95
BUTLER'S ADDITION
CITY OF CASPER, WYOMING

AS
JOHNNY J'S ADDITION

AN ADDITION TO THE CITY OF CASPER, WYOMING
BEING A PORTION OF THE NE 1/4 OF SECTION 10
T.33N., R.79W., 6TH P.M.
NATRONA COUNTY WYOMING
JUNE, 2019

ORDINANCE NO.27-19

AN ORDINANCE APPROVING A VACATION, REPLAT, SUBDIVISION AGREEMENT AND ZONE CHANGE CREATING THE JOHNNY J'S ADDITION SUBDIVISION IN THE CITY OF CASPER, WYOMING.

WHEREAS, an application has been made to vacate and replat Lots 1, 2, 3 and the north 20 feet of Lot 4, Block 95, Butler's Addition, to create the Johnny J's Addition Subdivision of the City of Casper, Wyoming; and,

WHEREAS, an application has been made to rezone the Johnny J's Addition from zoning classifications C-2 (General Business) and R-3 (One to Four Unit Residential), to entirely C-2 (General Business); and,

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

WHEREAS, this vacation, platting and rezoning requires approval by ordinance following a public hearing; and,

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

WHEREAS, the governing body of the City of Casper finds that the above described vacation, replat, zone change and 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 vacation and replat creating the Johnny J's Addition is hereby approved.

SECTION 2:

The zone change of the Johnny J's Addition is hereby approved, and said property shall be zoned C-2 (General Business).

The Johnny J's Subdivision Agreement is hereby approved, and the Mayor is hereby authorized and directed to execute, and the City Clerk to attest said document.

SECTION 3:

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

PASSED on 1st reading the ____ day of _____, 2019.

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

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

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Charles Powell
Mayor

**JOHNNY J'S ADDITION
SUBDIVISION AGREEMENT**

This Subdivision Agreement ("Agreement") is made and entered into this 25th day of July, 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. Johnson Restaurant Group Inc. and Johnson Investment Corp Inc., 229 East 2nd Street, Suite 200, 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 for a vacation and replat of Lots 1, 2, 3, and the north 20 feet of Lot 4, Block 95, Butler's Addition, to create the Johnny J's Addition.
- C. A plat of Johnny J's 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:

Johnson Restaurant Group Inc.
Johnson Investment Corp Inc.
Attn: John D. Johnson
229 East 2nd Street, STE. 200
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

Charles Powell
Mayor

WITNESS:

By: Michael J. Malmberg
Printed Name: Michael J. Malmberg
Title: Vice President, JRG

OWNER
Johnson Restaurant Group Inc.
Johnson Investment Corp Inc.

By: John D. Johnson
Printed Name: JOHN D. JOHNSON
Title: PRESIDENT

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)

Title (and Rank)

[My Commission Expires: _____]

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me on this 25th day of July, 2019, by John D. Johnson, President of Johnson Restaurant Group Inc., and Johnson Investment Corp. Inc.

(Seal, if any)

William R. Fehring
(Signature of notarial officer)

Title (and Rank)

[My Commission Expires: 3/28/20]



Dee Ann Hardy

From: Amy Gieske <agieske1@gmail.com>
Sent: Sunday, July 07, 2019 4:14 PM
To: Dee Ann Hardy
Subject: PLN-19-018-RZ replat and rezone of Johnny J's lots.

Hi, just letting you know I have no problem with or objections to the proposed replat and rezoning.

Amy Gieske, owner of property at 1628/1632 East 3rd.

Dee Ann Hardy

From: Mel Shellabarger <missmel7642@gmail.com>
Sent: Wednesday, July 10, 2019 9:27 PM
To: Dee Ann Hardy
Subject: Johnny J's Addition Replat and Zoning Change

To the Planning and Zoning Committee,

I am writing to object to the change in zoning for PLN-19-018-RZ. where as Johnny J's would like to have the zoning changed from General Business and R-3 to C-2 Business.



I have lived on Kenwood St. for 25 year's plus in a home that is now 100 years old and being very well taken care. We currently have Lilac and Lavender Tea House across the street from us in the middle of the block and have no parking as it is when the restaurant is open or when there is a party at the tea house on Saturday or Sunday. Our block becomes full and we have to park a block away. It has become an issue when we need to empty our car of grocery's, bring one of our dog's home after surgery, one dog weights 50 plus pounds, or coming home from out of state and toting luggage down the street to our home.

These are residential streets, peoples homes. People who are in their mid to late sixties to their eighties. My husband and I are frequent patron's of Johnny J's and wish them no harm but please leave those businesses on Second street. This is a residential neighborhood and has been for approximately 70 year's. Please consider the residents in their neighborhood's and how you would feel if this was happening to your home and your neighbor's , because this is my home and my neighborhood.

Thank you for your time and consideration

Respectfully,
Melanie Shellabarger.

August 21, 2019

MEMO TO: J. Carter Napier, City Manager 
FROM: Liz Becher, Community Development Director 
SUBJECT: Consideration of Report of Demolition Costs and Levying Lien Against Real Property Located at 1129 East C Street

Meeting Type & Date: September 3, 2019 Regular Council Meeting

Action Type: Public Hearing / Resolution

Recommendation: That Council, by resolution, approve the Report of Demolition Costs and levy a lien against real property located at 1129 East C Street, in an amount not to exceed \$6,448.50, for costs related to asbestos testing and demolition of the dangerous structures.

Summary: The property located at 1129 East C Street was demolished in accordance with the Uniform Code for the Abatement of Dangerous Buildings (UCADB), 1988 Edition. Notice that a lien will be levied was posted on the property and all persons entitled to notice were informed by certified mail. Notice was also published in the August 25, 2019, edition of the Casper Star-Tribune. No protests or objections have been received.

Demolition of said structure was completed on or before July 5, 2019. In accordance with Chapter 9 of the UCADB, the City of Casper may place a lien or assess said property for costs related to razing a dangerous building. Total costs for razing the buildings consist of the following: asbestos testing, demolition of the structures, dump fees, recording fees, certified mailing fees, and reports of title in the amount of \$6,448.50.

Financial Considerations: Funding for the demolition of 1129 East C Street, Casper, Wyoming, was provided by the Code Enforcement budget.

Oversight/Project Responsibility: Community Development Department, Code Enforcement Division – Craig Collins, Code Enforcement Supervisor; Katie May, Code Enforcement Officer.

Attachments: Report of Demolition Costs
Demolition Lien
Resolution

Report of Demolition Costs

The property located at 1129 East C Street, Casper, Wyoming, was declared a dangerous structure pursuant to the Uniform Code for the Abatement of Dangerous Buildings (UCADB), 1988 Edition, and was razed on or before July 5, 2019. Pursuant to Chapter 9 of the UCADB, the Community Development Department would like to place a lien on said property for costs related to razing the structures. The following information is provided for your review:

Property Location:

1129 East C Street
Casper, Wyoming 82601

Legal Description:

Lot 1 of E 36 and 14.12 Tr in Rear Co.,
Block 2, Morningside Addition to the City of
Casper, Natrona County, Wyoming

Itemized Total Costs:

Recycled Materials, LLC	Asbestos Testing	\$ 775.00
American Title Agency	Reports of Title (2)	\$ 250.00
AMBI	Certified Mailings	\$ 33.50
Natrona County Clerk	Recording Fee	\$ 15.00
Recycled Materials, LLC	Razing Structure	<u>\$5,375.00</u>
	Total Costs	\$6,448.50

Dump fees, asbestos removal, and lead based paint costs are included in the total amount of the contract.

Names & Address of All Persons Entitled to Notice Pursuant to Subsection (c) of Section 401:

Elainea Van Cleve
6608 East US Highway 70
Buffalo, TX 85831

DEMOLITION LIEN

This Demolition Lien is filed by the City of Casper, Wyoming, a Wyoming Municipal Corporation, pursuant to Chapter 9 of the Uniform Code for the Abatement of Dangerous Buildings (UCADB), 1988 Edition, for the costs of asbestos testing, demolition, and other expenses related to the dangerous buildings. The particulars of this lien filing are as follows:

- 1. **Address of lien claimant:** City of Casper
 Attention: City Manager
 200 North David
 Casper, WY 82601
 (307) 235-8254

- 2. **Name and address of person against whose property this lien and claim is being filed:**

 Elainea Van Cleve
 6608 East US Highway 70
 Buffalo, TX 85831

- 3. **Amount of claim/lien:** SIX THOUSAND FOUR HUNDRED FORTY-EIGHT
 DOLLARS AND 50/100 (\$6,448.50)

- 4. **Basis of this lien claim:** The City of Casper demolished dangerous buildings on the
 following described real property for being in violation of
 Chapter 9 of the UCADB, the costs relating to the demolition
 therefore being the sum of \$6,448.50.

- 5. **Date of demolition:** The City of Casper tested for asbestos and demolished the
 buildings located at 1129 East C Street on July 5, 2019.

- 6. **Legal description of the real property on which this demolition lien is claimed:**

 Lot 1 of E 36 and 14.12 Tr in Rear Co, Block 2, Morningside
 Addition to the City of Casper, Natrona County, Wyoming.

I, Charles Powell, as Mayor of the City of Casper, Wyoming (Claimant) hereby acknowledge under oath and penalty of perjury that the above stated facts are true and correct to the best of my knowledge, and the City has good cause under the Casper, Wyoming Municipal Code to file this lien.

Approved as to form:

Walter Tremblay

THE CITY OF CASPER, WYOMING
A Municipal Corporation

By: _____
Charles Powell
Mayor

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

The forgoing instrument was acknowledged before me by Charles Powell, as Mayor of the City of Casper, Wyoming this ____ day of September 2019.

Witness my hand and official seal.

Notary Public

My commission expires: _____

RESOLUTION NO. 19-182

A RESOLUTION AUTHORIZING A DEMOLITION LIEN IN
THE AMOUNT OF SIX THOUSAND FOUR HUNDRED
FORTY-EIGHT DOLLARS AND 50/100 (\$6,448.50)

WHEREAS, Chapter 9 of the Uniform Code for the Abatement of Dangerous Buildings (UCADB), 1988 Edition, provides for the filing of a lien for costs of asbestos testing, the demolition and related expenses incurred by the City against the land where the dangerous buildings were situated; and,

WHEREAS, dilapidated buildings located at Lot 1 of E 36 and 14.12 in Rear Co., Block 2, Morningside Addition to the City of Casper, Natrona County, Wyoming, hereinafter referred to as 1129 East C Street, were designated as dangerous buildings; and,

WHEREAS, the City of Casper tested for asbestos and demolished dangerous buildings at 1129 East C Street, Casper, Wyoming, owned by Elainea Van Cleve, 1129 East C Street, Casper, Wyoming, pursuant to Chapter 9 of the UCADB and,

WHEREAS, the cost of the abatement and demolition of said dangerous buildings was Six Thousand Four Hundred Forty-Eight Dollars and 50/100 (\$6,448.50).

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 attest, a Demolition Lien in the total sum of Six Thousand Four Hundred Forty-Eight Dollars and 50/100 (\$6,448.50), against real property located at 1129 East C Street, Casper, Wyoming, owned by Elainea Van Cleve, as described and set forth therein, being the costs incurred by the City of Casper in abating and demolishing dangerous buildings on said property pursuant to Chapter 9 of the UCADB.

BE IT FURTHER RESOLVED that said Demolition Lien be filed with the Natrona County Clerk as a lien against the real property described therein.

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

APPROVED AS TO FORM:



ATTEST:

Fleur D. Tremel
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Charles Powell
Mayor

ORDINANCE NO.22-19

AN ORDINANCE APPROVING A ZONE CHANGE FOR LOTS
25-26, BLOCK 8 OF THE EAST BURLINGTON ADDITION
SUBDIVISION IN THE CITY OF CASPER, WYOMING.

WHEREAS, an application has been made to rezone all of the above described lots from zoning classifications M-1 (Limited Industrial) and C-2 (General Business), to entirely C-2 (General Business); and,

WHEREAS, after a public hearing on June 20, 2019, the City of Casper Planning and Zoning Commission passed a motion recommending that City Council approve the zone change request; and,

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

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

SECTION 1:

Lots 25-26, Block 8, East Burlington Addition, located at 442 North Lennox Street, is hereby rezoned from zoning classifications M-1 (Limited Industrial) and C-2 (General Business), to entirely C-2 (General Business).

SECTION 2:

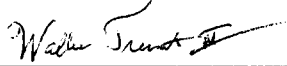
This ordinance shall be in full force and effect from and after passage on three readings and publication pursuant to law.

PASSED on 1st reading the 6th day of August, 2019.

PASSED on 2nd reading the 20th day of August, 2019.

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

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Charles Powell
Mayor

ORDINANCE NO. 23-19

AN ORDINANCE APPROVING A ZONE CHANGE OF THE
FORMER NORTH CASPER ELEMENTARY SCHOOL
LOCATED AT 1014 GLENARM STREET.

WHEREAS, an application has been made to rezone Lots 51-69 and 151-169, Block 29, North Casper Addition to the City of Casper, Natrona County, Wyoming, and Vacated alley Adjacent to Lots 51 through 64 and Lots 151 through 164, Block 29, North Casper Addition to the City of Casper, Natrona County, Wyoming, being also described as the North 350 Feet of the alley within Block 29, North Casper Addition to the City of Casper, Natrona County, Wyoming, from ED (Educational District) zoning to C-2 (General Business) zoning; and,

WHEREAS, after a public hearing on June 20, 2019, the City of Casper Planning and Zoning Commission passed a motion recommending that City Council approve the zone change request; and,

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

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

SECTION 1:

Lots 51-69 and 151-169, Block 29, North Casper Addition to the City of Casper, Natrona County, Wyoming, and Vacated alley Adjacent to Lots 51 through 64 and Lots 151 through 164, Block 29, North Casper Addition to the City of Casper, Natrona County, Wyoming, being also described as the North 350 Feet of the alley within Block 29, North Casper Addition is hereby rezoned from zoning classification ED (Educational District) zoning to C-2 (General Business) zoning.

SECTION 2:

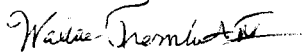
This ordinance shall be in full force and effect from and after passage on three readings and publication pursuant to law.

PASSED on 1st reading the 6th day of August, 2019.

PASSED on 2nd reading the 20th day of August, 2019.

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

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Charles Powell
Mayor

ORDINANCE NO.25-19

AN ORDINANCE AMENDING CHAPTER 8.04
OF THE CASPER MUNICIPAL CODE

WHEREAS, the current Casper Municipal Code regarding businesses affecting the public health requires an update to prevent duplication of effort and to promote efficiency and to accurately reflect the practices and duties of the City-County Health Department.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That Chapter 8.04 of the Casper Municipal Code, specifically, Code Sections 8.04.010, 8.04.020 and 8.04.060, are hereby amended as follows:

Paragraph B of Section 8.04.010 shall be amended to read:

B. "Businesses affecting the public health" means any business other than mobile food vehicles and their operators, within the city furnishing to the public any food and drink, lodging, body art and permanent cosmetic establishments, supervision and care of children and all like services or business, whether such services or businesses are on or off the premises."

Section 8.04.020 of the Casper Municipal Code, Paragraph A.1. is amended to read:

A. Every business affecting the public health shall, before beginning business, apply to the city for a license, and, after the business and premises are inspected and approved by the health officer and payment of the proper fee, such license shall be issued. The license fee shall be:

1. Seventy-five dollars for swimming pools, food manufacturers, food distributors, food processors, groceries, bakeries, meat markets and delicatessens; provide, however, that groceries or supermarkets shall be charged a base license fee of seventy-five dollars, plus twenty-five dollars each for meat markets, bakeries and delicatessens;
2. Twenty-five dollars for campground facilities, motels, hotels, bed and breakfasts and body art and permanent cosmetic establishments;
3. Fifty dollars for child day-care facilities;
4. One hundred dollars for bars. If a bar provides food, an additional license fee of twenty-five dollars is required;
5. One hundred dollars for restaurants. If a restaurant provides alcoholic liquor or malt beverage, an additional license fee of twenty-five dollars is required;
6. No license fee shall be required for food service facilities on any parochial, private or public school property.

8.04.060 – Employee health conditions.

Every person in contact directly or indirectly with the public while employed by or operating a business affecting the public health and mobile food vendor employees shall be in good health while so engaged. Any such person shall be deemed to be in “good health” when he or she is not suffering from a contagious disease or is not a carrier of a disease that is communicable in form.

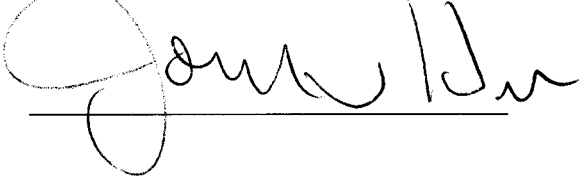
This Ordinance shall be effective _____, 2019.

PASSED on 1st reading the 6th day of August, 2019

PASSED on 2nd reading the 20th day of August, 2019

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

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Charles Powell
Mayor

ORDINANCE NO.26-19

AN ORDINANCE APPROVING THE CITY-INITIATED ANNEXATION OF THE GREEN VALLEY MOBILE HOME PARK, COMPRISING 14-ACRES, MORE OR LESS, LOCATED AT 2760 SOUTH ROBERTSON ROAD

WHEREAS, the Casper City Council approved Resolution No. 19-104, initiating the annexation of the Green Valley Mobile Home Park, located at 2760 South Robertson Road, and more particularly described by metes and bounds as shown on the attached Exhibit A, which is hereby incorporated into this ordinance as though fully set forth; and,

WHEREAS, the Green Valley Mobile Home Park property is one hundred percent (100%) surrounded by properties currently located within the Casper corporate limits; and,

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

WHEREAS, the Generation Casper Comprehensive Land Use Plan, adopted in 2017, supports the zoning of the property as R-6 (Manufactured Home (Mobile) Park); and,

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

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

SECTION 1:

The annexation of the Green Valley Mobile Home Park, comprising 14-acres, more or less, and further described in Exhibit A, is hereby approved, and said area is included within the corporate limits of the City of Casper and all rights, privileges, and duties pertaining to such inclusion shall apply to said development and the inhabitants thereof.

SECTION 2:

The R-6 (Manufactured Home (Mobile) Park) zoning of the Green Valley Mobile Home Park is hereby approved.

SECTION 3:

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

SECTION 4:

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 20th day of August, 2019.

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

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

APPROVED AS TO FORM:



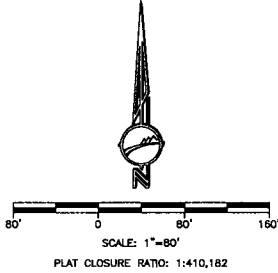
ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Charles Powell
Mayor

AN ANNEXATION PLAT OF THE
GREEN VALLEY MOBILE ADDITION
A SUBDIVISION OF PORTION OF THE
NE1/4SE1/4 AND SE1/4SE1/4, SECTION 15
TOWNSHIP 33 NORTH, RANGE 80 WEST
SIXTH PRINCIPAL MERIDIAN
NATRONA COUNTY, WYOMING
TO THE CITY OF CASPER, WYOMING
SCALE: 1"=80'



BASIS OF BEARING:
WYDOT GRID NORTH BASED ON
WYOMING STATE PLANE COORDINATES,
EAST CENTRAL ZONE, NAD83/93
GROUND DISTANCE - U.S. SURVEY FOOT
USING A PROJECT FACTOR OF 1.000248580

COORDINATES REFER TO CITY OF CASPER GIS
DATUM, WYOMING STATE PLANE COORDINATES,
EAST CENTRAL ZONE, NAD 83/86. ELEVATIONS
REFER TO NAVD88 AND ARE NOT TO BE USED
AS BENCHMARKS.

LEGEND:

RECOVERED BRASS CAP	○
RECOVERED ALUMINUM CAP	□
SET BRASS CAP	■
MEASURED	—
RECORD	---
ANNEXATION BOUNDARY	---
EASEMENT	---

S87°59'46"W, 83.36'
(S89°14'42"W, 950.27')

CERTIFICATE OF ANNEXATION AND DEDICATION

The City of Casper, Natrona County, Wyoming, through its Mayor, hereby certifies that the foregoing lands located in and being portions of the NE1/4SE1/4 and SE1/4SE1/4, Section 15, Township 33 North, Range 80 West of the Sixth Principal Meridian, Natrona County, Wyoming and also identified as a portion of Green Valley Mobile, a subdivision in Natrona County, Wyoming and being more particularly described by metes and bounds as follows:

Beginning at the northeasterly corner of the Parcel being described and a point in the westerly line of Robertson Road and from which point the southeast corner of said NE1/4SE1/4 and S1/16 corner common to Sections 14 and 15, bears S.72°36'25"E., 139.77 feet; thence from said Point of Beginning and along the easterly line of said Parcel and the westerly line of said Robertson Road, S.1°22'11"E., 48.40 feet to a point; thence continuing along the easterly line of said Parcel and the westerly line of said Robertson Road, N.88°37'55"E., 35.39 feet to a point; thence S.18°29'50"E., 14.24 feet to a point; thence N.71°29'38"E., 15.00 feet to a point; thence S.17°53'38"E., 5.99 feet to a point; thence along the arc of a true curve to the right, having a radius of 600.00 feet and through a central angle of 16°23'02", southeasterly, 171.57 feet and the chord of which bears S.10°18'23"E., 170.99 feet to the end of said curve; thence S.89°30'25"W, 9.76 feet to a point; thence S.0°29'54"E, 16.90 feet to a point; thence S.89°30'10"W, 25.00 feet to a point; thence S.0°29'50"E, 50.00 feet to a point; thence N.89°30'10"E, 25.00 feet to a point; thence S.0°29'41"E, 15.52 feet to a point; thence N.89°30'06"E, 10.00 feet to a point; thence S.0°29'50"E, 170.00 feet to a point; thence S.89°30'26"W, 10.00 feet to a point; thence S.0°29'52"E, 16.00 feet to a point; thence S.89°30'16"W, 20.00 feet to a point; thence S.0°29'46"E, 50.00 feet to a point; thence N.89°30'16"E, 20.00 feet to a point; thence S.0°29'43"E, 14.00 feet to a point; thence N.89°30'26"E, 10.00 feet to a point; thence S.0°29'05"E, 74.35 feet to the southeasterly corner of said Parcel and the northeasterly corner of a drainage and utility easement in River West Estates; thence along the southerly line of said Parcel and the northerly line of said River West Estates, S.88°36'12"W, 950.26 feet to the southwesterly corner of said Parcel and southeasterly corner of Lot 146, River West Estates; thence along the westerly line of said Parcel and the easterly line of said River West Estates, N.0°30'42"W, 595.20 feet to a point and northeasterly corner of Lot 153, River West Estates, and southeasterly corner of Lot 26, Block 1, River Vista Addition and a point in and intersection with the southerly line of said NE1/4SE1/4, Section 15; thence along the westerly line of said Parcel and easterly line of said Lot 26, Block 1, River Vista Addition, N.0°39'36"W, 44.88 feet to the northwesterly corner of said Parcel and southwesterly corner of Lot 27, Block 1, River Vista Addition; thence along the northerly line of said Parcel and the southerly line of said River Vista Addition, N.88°40'08"E., 864.58 feet to the Point of Beginning and containing 13.711 acres, more or less, as set forth by the plat attached and made a part hereof.

The lands as appears on this Plat was duly annexed into the corporate boundaries of the City of Casper, Natrona County, Wyoming pursuant to the land owners petition under the provisions of Section 15-1-401 et. seq. of the Wyoming State Statutes, 1977, as amended and after Notice and Public Hearing, City Ordinance Number _____, was passed and adopted on final reading on the _____ day of _____, 2019, accordingly the land described is annexed to the City of Casper, Wyoming. The annexation as named above and Robertson Road as shown on the Plat has previously been dedicated as a public road and all existing roadways within Lot 1, Green Valley Mobile Addition are private with no public maintenance.

Dated this _____ day of _____, 2019.

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

Attest: _____
City Clerk Mayor

CERTIFICATE OF SURVEYOR

I, Paul R. Svenson, a registered professional land surveyor, License No. 10272, do hereby certify that this plat was made from notes taken during actual surveys made by me or under my direct supervision during the month of June, 2019 and that this plat, to the best of my knowledge and belief, correctly and accurately represents said surveys.

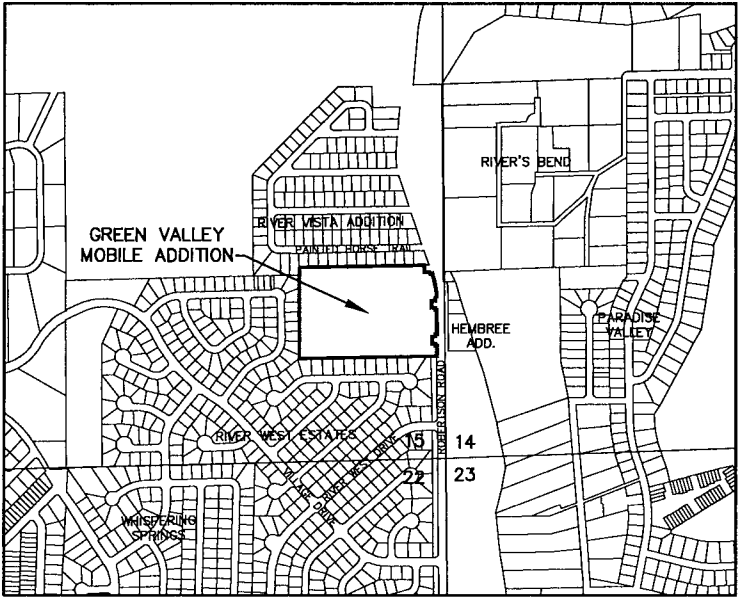


STATE OF WYOMING }
COUNTY OF NATRONA) ss

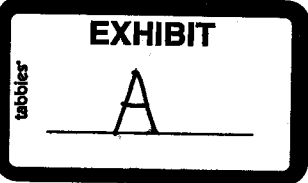
The foregoing instrument was acknowledged before me by Paul R. Svenson this _____ day of _____, 2019.

Witness my hand and official seal.

My commission expires: _____ Notary Public



LOCATION AND VICINITY MAP
SCALE: 1"=600'



August 26, 2019

MEMO TO: J. Carter Napier, City Manager *sn*
FROM: Liz Becher, Community Development Director *lb*
Aaron Kloke, MPO Supervisor *AK*
SUBJECT: City of Casper Title VI Program

Meeting Type & Date:

Regular Council Meeting, September 3, 2019

Action Type:

Resolution

Summary:

The City of Casper is a designated recipient of Federal Transportation Assistance from the Department of Transportation. As a designated recipient, the City of Casper is required to update their Title VI program every three (3) years. Title VI requires every designated recipient of federal funding to have a program in place to address Civil Rights complaints, to ensure that every contract funded by federal monies contains language that provides for Title VI adherence, to address Limited English Proficiency in the community through a written program, and to notify the public of their rights under Title VI. The Title VI Program is required per the Civil Rights Act of 1964, 42 U.S.C. § 2000d et seq.

Financial Considerations

The City of Casper expects to receive nearly \$1,024,312 for transit related operations in FY20.

Oversight/Project Responsibility:

Aaron Kloke, MPO Supervisor, is tasked with overseeing the City of Casper's transit program.

Attachments:

Title VI Plan – 2019 Update
Resolution



City of Casper

Title VI Plan

Related to

Transportation Planning and Transportation Improvements

**Endorsed and Approved September 3, 2019 by the
City of Casper Council**

Submitted to:

Federal Transit Administration

Region 8

1961 Stout St, Ste 13301

Denver, CO 80294-3007

September 30, 2019

RECIPIENT INFORMATION

RECIPIENT: City of Casper (City)

SUBMITTAL DATE: September 30, 2019

EXPIRATION YEAR: 2022

CONTACT INFORMATION:

Liz Becher
Title VI Officer
City of Casper
200 N David Street
Casper, WY 82601
lbecher@casperwy.gov
Phone: 307.235.8241
Fax: 307.235.8362

J. Carter Napier
City Manager
City of Casper
200 N David Street
Casper, WY 82601
cnapier@casperwy.gov
Phone: 307.235.8224

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I. PROVISION OF TITLE VI ASSURANCES

The City hereby certifies that, as a condition of receiving Federal financial assistance under the Urban Mass Transportation Act of 1964, as amended, it will ensure that:

- a. City shall submit on an annual basis, their Title VI Assurance, as part of their annual Certification and Assurance submission to the FTA.
- b. No person, on the basis of race, color, or national origin, will be subjected to discrimination in the level and quality of transportation services and transit-related benefits.
- c. City will compile, maintain, and submit in a timely manner, Title VI information required by FTA Circular 4702.1B and in compliance with the Department of Transportation's Title VI Regulation, 49 CFR, Part 21.7.
- d. City will make it known to the public that those persons alleging discrimination on the basis of race, color, or national origin as it relates to the provision of transportation services and transit-related benefits may file a complaint with the Federal Transit Administration and/or the U.S. Department of Transportation.

II. TITLE VI COMPLIANCE HISTORY

- a. There are no outstanding lawsuits or complaints naming the City which allege discrimination on the basis of race, color or national origin with respect to service or other transit benefits.

- b. There are no pending applications for Federal financial assistance, and there is no Federal financial assistance currently being provided to the City other than that being supplied by the Federal Transit Administration (FTA) except as follows:

<u>Funding Source</u>	<u>Description</u>
Department of Transportation	MPO
Department of Transportation	Selective Traffic Enforcement—non DUI
Department of Transportation	Selective Traffic Enforcement—DUI
Department of Homeland Security	Homeland Security—Regional Response#11
Department of Homeland Security	Homeland Security—Regional Response#12
Department of Homeland Security Terrorism	Homeland Security—Law Enforcement
Department of Housing & Urban Development	Community Development Block Grant
Department of Justice	Edward Byrne Justice Assistance Grant
Federal Highway Administration	Robertson Road Trail Extension
Federal Highway Administration	School Walkability Project
Centers for Disease Control	Achieve-Community Wellness Policy Initiative
Department of Health	PMO Remote Testing

Currently the City is applying for Section 5307 funding through the FTA.

- c. During the course of the last three (3) years, there have not been any civil rights compliance review activities conducted with respect to the City and, to the best of our knowledge, there are not presently any ongoing civil rights compliance review activities being conducted with respect to the City.
- d. There are currently no pending construction projects which would negatively impact minority communities being performed by the City.

III. INCORPORATION OF THE PROGRAM

The City of Casper (hereinafter referred to as the “City” or “Recipient”) hereby agrees that, as a condition to receiving any Federal financial assistance from the Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-42 U.S.C. 2000d-4 (hereinafter referred to as the “Act”), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the “Regulations”), and other pertinent directives. No person in the United States shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance from the Department of Transportation, including the Federal Transit Administration, and HEREBY GIVES ASSURANCE THAT it will promptly take any measures necessary to effectuate this agreement. This assurance is required by subsection 21.7(a) of the Regulations.

More specifically, and without limiting the above general assurance, the Recipient hereby gives the following specific assurances with respect to its Federal Transit Administration program:

- a. That the Recipient agrees that each “program” and each “facility,” as defined in subsections 21.23(e) and 21.23(b) of the Regulations will be (with regard to a “program”) conducted, or will be (with regard to a “facility”) operated, in compliance with all requirements imposed by, or pursuant to, the Regulations.
- b. That the Recipient shall insert the following notification in all solicitations for bids for work or material subject to the Regulations and made in connection with all Federal Transit Administration programs and, in adapted form in all proposals or negotiated agreements:

The City, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders/proposers that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to the invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

- c. That the Recipient shall insert the clauses contained herein as **APPENDIX A** in every contract subject to this Act and the Regulations.
- d. That the Recipient shall insert the clauses contained herein as **APPENDIX B**, as a covenant running with the land, in any deed from the United States affecting a transfer of real property, structures, or improvements thereon, or interest herein.
- e. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the assurance shall extend to the entire facility and facilities operated in connection therewith.
- f. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the assurance shall extend to rights to space on, over or under such property.
- g. That the Recipient shall include the appropriate clauses contained herein as **APPENDIX C**, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the Recipient with other parties: (a) for the subsequent transfer of real property acquired or improved under Federal Transit Administration programs; and (b) for the construction or use of, or access to, space on, over, or under real property acquired, or improved under Federal Administration programs.
- h. That this assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon, in which case the assurance obligates the Recipient or any transferee for the longer of the following periods: (a) the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or (b) the period during which the Recipient retains ownership or possession of the property.
- i. The Recipient shall provide for such methods of administration for the programs as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Act, the Regulations and this assurance.

- j. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this assurance.
- k. The Recipient assures that the level and quality of transit service and related benefits are provided in a manner consistent with Title VI of the Civil Rights Act of 1964.

THESE ASSURANCES are given in consideration of, and for the purpose of, obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Recipient by the Department of Transportation under the Federal Administration and is binding on it, other recipients, subgrantees, contractors, subcontractors, transferees, successors in interest and other participants in the Federal Transit Administration programs.

The person whose signature appears below is authorized to sign these assurances on behalf of the grant applicant or recipient.

DATED: _____

City of Casper, Wyoming

By: J. Carter Napier
City Manager

GENERAL GUIDELINES/REQUIREMENTS

a. Annual Certification and Assurance

As stated in Section I, City shall submit annually, their Title VI assurance, as part of their annual Certification and Assurance submission to the FTA.

b. Complaint Procedures

In compliance with 49 CFR Section 21.9(b), City has developed procedures for investigating and tracking Title VI complaints filed against them. Such procedures shall be made available to the public upon request. City complaint procedures and complaint form are contained herein as **APPENDIX D**.

c. Record Title VI Activities

In compliance with 49 CFR Section 21.9(b), City shall prepare and maintain a list of any active investigations conducted by entities other than the FTA, lawsuits, or complaints naming City that allege discrimination on the basis of race, color, or nation origin. Such list shall include:

- 1) Date the investigation, lawsuit, or complaint was filed;
- 2) Summary of the allegation(s);
- 3) The status of the investigation, lawsuit, or complaint; and
- 4) Actions taken by the City in response to the investigation, lawsuit or complaint.

d. Access for LEP Persons

City shall take steps to ensure meaningful access to the benefits, services, information, and other important portions of their programs and activities for individuals who are Limited English Proficient (LEP). City will assist persons with limited English proficiency to participate in the transportation planning process. City Staff will make every effort to provide translators and document translation, where feasible, upon request. City's Limited English Proficiency (LEP) Plan is contained herein as **APPENDIX E**.

e. Public Notification

In compliance with 49 CFT Section 21.9(d), City shall provide information to the public regarding their Title VI obligations and apprise members of the public of the protections

against discrimination afforded to them by the Title VI. City/CATC complaint procedures and public notification information are contained herein as **APPENDIX D**.

f. Additional Information

City acknowledges that, at the discretion of the FTA, information other than that which is required by FTA C 4702.1A, may be requested in writing of the City, to investigate complaints of discrimination or to resolve concerns about possible noncompliance with Title VI.

g. Timely Submission

City acknowledges that their Title VI submissions and/or updates thereto, shall be supplied to their FTA Regional Office once every three (3) years. The submission shall include, but is not limited to:

- 1) A summary of public outreach and involvement activities undertaken since the last submission and a description of steps taken to ensure that minority and low-income people had meaningful access to these activities;
- 2) City's process for persons with limited English proficiency (LEP);
- 3) Title VI Complaint and Tracking procedures;
- 4) A list of any Title VI investigations, complaints or lawsuits filed since the last submission; and
- 5) A copy of City's public notice regarding Title VI compliance and public access and instructions to City Title VI complaint procedures.
- 6) A table depicting the membership of non-elected committees and councils, the membership of which is selected by the Recipient, broken down by race, and a description of the process the agency uses to encourage the participation of minorities on such committees.
- 7) A copy of board meeting minutes, resolution, or other appropriate documentation showing the board of directors or appropriate governing entity or official(s) responsible for policy decisions reviewed and approved the Title VI Program.

h. Environmental Analysis of Construction Projects

City shall integrate an environmental justice analysis into their National Environmental Policy Act (NEPA) documentation of transit related construction projects of which

require NEPA. If a Categorical Exclusion (CE) is performed, City shall complete the FTA's standard CE check-list which includes a section on community disruption and environmental justice. While preparing an Environmental Assessment (EA) or Environmental Impact Statement (EIS), City shall integrate into their documents, the following:

- 1) A description of the low-income and minority population within the study area affected by the project, and a discussion of the method used to identify this population;
- 2) A discussion of all adverse effects that would affect the identified minority and low-income population;
- 3) A discussion of all positive effects that would affect the identified minority and low-income population;
- 4) A description of all mitigation and environmental enhancement actions incorporated into the project to address the adverse effects, including, but not limited to, any special features of the relocation program that go beyond the requirements of the Uniform Relocation Act and address adverse community effects such as separation or cohesion issues, and the replacement of the community resources destroyed by the project, if applicable;
- 5) A discussion of the remaining effects, if any, and why further mitigation is not proposed; and
- 6) For projects that traverse predominantly minority and low-income and predominantly non-minority and non-low-income areas, a comparison will be completed of mitigation and environmental enhancement actions between the two stated areas. If there is no basis for such a comparison, City shall describe why this is so.

i. Public Participation

The City shall seek out and consider viewpoints of minority, low-income, and LEP populations in the course of conducting public outreach and involvement activities in regards to proposed transportation decisions. City shall make every effort to include the following practices:

- 1) Coordination with individuals, institutions, or organizations and implementing community-based public involvement strategies to reach out to members in the affected minority and/or low-income communities;
- 2) Provision of opportunities for public participation through means other than written communication, such as personal interviews or use of audio or video recording devices to capture oral comments;
- 3) Utilization of locations, facilities and meeting times that are convenient and accessible to low-income and minority communities;
- 4) Utilization of different meeting sizes or formats, or varying the type and number of news media used to announce public participation opportunities; and
- 5) Implementation of DOT's policy guidance regarding City's responsibilities to LEP persons.

j. Casper Area Boards and Committees relevant to the City's Transit Program, broken down by Gender, Race, and Ethnicity.

MPO Technical Committee		<i>White</i>	<i>Black</i>	<i>Hispanic</i>	<i>Asian</i>	<i>NA/AN</i>	<i>NH/PI</i>	<i>Multiracial</i>	<i>Other</i>
Men	Women	8	0	0	0	0	0	0	0
6	1								
MPO Policy Committee		<i>White</i>	<i>Black</i>	<i>Hispanic</i>	<i>Asian</i>	<i>NA/AN</i>	<i>NH/PI</i>	<i>Multiracial</i>	<i>Other</i>
Men	Women	12	0	0	0	0	0	0	0
8	1								
Casper City Council		<i>White</i>	<i>Black</i>	<i>Hispanic</i>	<i>Asian</i>	<i>NA/AN</i>	<i>NH/PI</i>	<i>Multiracial</i>	<i>Other</i>
Men	Women	8	0	1	0	0	0	0	0
8	1								
Casper Area Transportation Coalition		<i>White</i>	<i>Black</i>	<i>Hispanic</i>	<i>Asian</i>	<i>NA/AN</i>	<i>NH/PI</i>	<i>Multiracial</i>	<i>Other</i>
Men	Women	16	0	0	0	0	0	0	0
12	4								

The City of Casper's Council is an elected body. The City of Casper does not have a subrecipient. The MPO Policy Committee is an elected body, with the exception of the District Engineer for WYDOT. The MPO Technical Committee consists of professional staff appointed by elected officials from member agencies of the MPO. The Citizen Transportation Advisory

Committee is selected from applicants appointed by each governing board of MPO member agencies.

The City of Casper utilizes a vendor, Casper Area Transportation Coalition (CATC), to provide transit operations and has no control over the selection over its Board of Directors.

k. Narrative Describing Subrecipient Monitoring

The City of Casper does not have a subrecipient. The City of Casper utilizes a vendor, Casper Area Transportation Coalition (CATC), to provide transit operations.

The person whose signature appears below is authorized to sign on behalf of the grant applicant or Recipient.

DATED: _____

City of Casper, Wyoming

By: J. Carter Napier
City Manager

APPENDIX A TO TITLE VI ASSURANCE
(to be inserted into every contract subject to Title VI)
The City of Casper is herein referred to as the "City"

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- (1) Compliance with Regulations: The contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) Nondiscrimination: The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) Solicitations for Subcontracts (Including Procurements of Materials and Equipment): In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- (4) Information and Reports: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City or the Federal Transit Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the City or the Federal Transit Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) Sanctions for Noncompliance: In the event of the contractor's noncompliance with nondiscrimination provisions of this contract, the City shall impose contract sanctions as it or the Federal Transit Administration may determine to be appropriate, including, but not limited to:
 - (a) Withholding of payments to the contractor under the contract until the contractor complies; and/or
 - (b) Cancellation, termination, or suspension of the contract in whole or in part.

- (6) Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the City or the Federal Transit Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the City to enter into such litigation to protect the interests of the City, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX B TO TITLE VI ASSURANCE
(to be inserted into real property transactions)
The City of Casper is herein referred to as the "City"

The following clauses shall be included in any and all deeds effecting or recording the transfer of real Property, structures or improvements thereon, or interest therein from the United States.

(GRANTING CLAUSE)

NOW, THEREFORE, the Department of Transportation, as authorized by law, and upon the condition that the City will accept title to the lands and maintain the project constructed thereon, in accordance with The State of Wyoming, the Regulations for the Administration of Program and the policies and procedures prescribed by the Federal Transit Administration and, also in accordance with and in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted Programs of the Department of Transportation (hereinafter referred to as the Regulations) pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the City all the right, title and interest of the Department of Transportation in and to said lands described in Exhibit "A" attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto the City and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and shall be binding on the City, its successors and assigns.

The City, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility allocated wholly or in part on, over, or under such lands hereby conveyed, (2) that the City shall use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended, and (3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the Department shall have a right to re-enter said lands and facilities on said land, and the above described land and facilities shall thereon revert to and vest in and become the absolute

property of the Department of Transportation and its assigns as such interest existed prior to this instruction.

APPENDIX C TO TITLE VI ASSURANCE
(to be inserted into Federally funded real property transactions or improvements)
The City of Casper is herein referred to as the "City"

The following clauses shall be included in all deeds, licenses, leases, permits, or similar instruments entered into by the City pursuant to the provisions of Assurance 7(a).

The (grantee, licensee, lessee, permittee, etc., as appropriate) for herself/himself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, (the grantee, licensee, lessee, permittee, etc.) shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination of Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

[Include in licenses, leases, permits, etc.]*

That in the event of breach of any of the above nondiscrimination covenants, the City shall have the right to terminate the (license, lease, permit, etc.) and to re-enter and repossess said land and the facilities thereon, and hold the same as if said (licenses, lease, permit, etc.) had never been made or issued.

[Include in deeds]*

That in the event of breach of any of the above nondiscrimination covenants, the City shall have the right to re-enter said lands and facilities thereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of the City and its assigns.

The following shall be included in all deeds, licenses, leases, permits, or similar agreements entered into by the City pursuant to the provisions of Assurance 7(b).

The (grantee, licensee, lessee, permittee, etc., as appropriate) for herself/himself, his/her personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in case of deeds, and leases add "as a covenant running with the land") that (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over or under such land and the furnishing services thereon, no person on the grounds of race, color, or national origin shall be excluded from the participation in, be denied the benefits of, or be otherwise subjected to discrimination, and (3) that the (grantee, licensee, lessee, permittee, etc.) shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21,

Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

[Include in licenses, leases, permits, etc.]*

That in the event of breach of any of the above nondiscrimination covenants, the City shall have the right to terminate the (license, lease, permit, etc.) and to re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, lease, permit, etc.) had never been made or issued.

[Include in deeds]*

That in the event of breach of any of the above nondiscrimination covenants, the City shall have the right to re-enter said land and facilities thereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of the City and its assigns.

APPENDIX D
TITLE VI PUBLIC NOTICE OF RIGHTS / COMPLAINT PROCESS
City of Casper, Wyoming is herein referred to as the “City”

Public Notice of Rights

The following statement shall be posted on site at the City office, the Casper Area Transportation Coalition (CATC) office, on the CATC website www.catcbus.com, permanently displayed on public transit vehicles; and other appropriate materials made available to the public: *(Documents will be translated into languages other than English, upon request.)*

STATEMENT OF RIGHTS: CATC/The Bus is committed to ensuring that no person is excluded from participation in or denied the benefits of or be subject to discrimination in the receipt of its services on the basis of race, color, national origin or any other characteristics protected by law including Title VI of the Civil Rights Act of 1964 as amended. If you believe you have been subjected to discrimination, you may file a written complaint no later than one-hundred and eighty (180) calendar days after the alleged discrimination with the Director of CATC/The Bus 1715 East 4th Street Casper, WY 82601. If you need assistance with a written complaint (o si no habla ingles, llama por) call the supervisor at (307) 265-1313 during regular business hours.

Title VI Information, Limited English Proficient (LEP) information and Complaint Process (for printed materials, website, and other mediums upon request)

The City of Casper (City) grants all citizens equal access to all its public transportation services. It is further the intent of the City that all citizens are aware of their rights to such access. This is designed to serve as an educational tool for citizens so that they may understand one of the civil rights laws that protect their benefit of the City programs and services, specifically, as it relates to Title VI of the Civil Rights Act of 1964.

What is Title VI?

Title VI is a section of the Civil Rights Act of 1964 requiring that “No person in the United States shall on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.” Note that Title VI does not address gender discrimination. It only covers race, color, and national origin. Other Civil Rights laws prohibit gender discrimination.

What is LEP?

As part of Title VI requirements, the City/CATC has developed a Limited English Proficiency (LEP) Plan to help identify reasonable steps to provide language assistance for LEP persons seeking meaningful access to City services as required by Executive Order 13166 “Improving Access to Services for Persons With Limited English Proficiency,” reprinted at 65 FR 50121 (August 16, 2000). A Limited English Proficiency person is one who does not speak English as their primary language and who has a limited ability to read, speak, write, or understand English.

City's Complaint and Investigation Procedures

These procedures cover all complaints filed under Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, for alleged discrimination in any transportation program or activity administered by the City.

These procedures do not deny the right of the complainant to file formal complaints with other State or Federal agencies or to seek private counsel for complaints alleging discrimination. Every effort will be made to obtain early resolution of complaints at the lowest level possible. The option of informal mediation meeting(s) between the affected parties and the City may be utilized for resolution. Any individual, group of individuals or entity that believes they have been subjected to discrimination prohibited under Title VI and related statutes may file a complaint.

The following measures will be taken to resolve Title VI complaints:

- 1) A formal complaint must be filed within calendar one-hundred and eighty (180) days of the alleged occurrence. Complaints shall be in writing and signed by the individual or his/her representative, and will include the Complainant's name, address and telephone number; name of alleged discriminating official, basis of complaint (race, color, or national origin) and the date of alleged act(s). A statement detailing the facts and circumstances of the alleged discrimination must accompany all complaints.

The City strongly encourages the use of the attached **City of Casper, Wyoming/CATC Title VI Complaint Form** when filing official complaints. The preferred method is to file your complaint in writing using the **City of Casper, Wyoming/CATC Title VI Complaint Form**, and sending it to:

Title VI Coordinator – Community Development
City of Casper, Wyoming
200 North David
Casper, WY 82601-1815

- 2) In the case where a Complainant is unable or incapable of providing a written statement, a verbal complaint of discrimination may be made to the City Title VI Coordinator. Under these circumstances, the Complainant will be interviewed, and the City Title VI Coordinator will assist the Complainant in converting the verbal allegations to writing.
- 3) When a complaint is received, the Title VI Coordinator will provide written acknowledgment to the Complainant, within ten (10) calendar days by registered mail.
- 4) If a complaint is deemed incomplete, additional information will be requested, and the Complainant will be provided sixty (60) calendar days to submit the

required information. Failure to do so may be considered good cause for a determination of no investigative merit.

- 5) Within fifteen (15) calendar days from receipt of a complete complaint, the City will determine its jurisdiction in pursuing the matter and whether the complaint has sufficient merit to warrant investigation. Within five (5) calendar days of this decision, the City Transit Grant Manager or his/her authorized designee will notify the Complainant and Respondent, by registered mail, informing them of the disposition.
 - a. If the decision is not to investigate the complaint, the notification shall specifically state the reason for the decision.
 - b. If the complaint is to be investigated, the notification shall state the grounds of the City's jurisdiction, while informing the parties that their full cooperation will be required in gathering additional information and assisting the investigator.
- 6) When the City does not have sufficient jurisdiction, the City Grant Transit Manager or his/her authorized designee will refer the complaint to the appropriate State or Federal agency holding such jurisdiction.
- 7) If the complaint has investigative merit, the City Transit Grant Manager or his/her authorized designee will instruct the Title VI Coordinator to fully investigate the complaint. A complete investigation will be conducted, and an investigative report will be submitted to the Transit Grant Manager within sixty (60) calendar days from receipt of the complaint. The report will include a narrative description of the incident, summaries of all persons interviewed, and a finding with recommendations and conciliatory measures where appropriate. If the investigation is delayed for any reason, the Title VI Coordinator will notify the appropriate authorities, and an extension will be requested.
- 8) The City Transit Grant Manager or his/her authorized designee will issue letters of finding to the Complainant and Respondent within (ninety) 90 calendar days from receipt of the complaint.
- 9) If the Complainant is dissatisfied with the City's resolution of the complaint, he/she has the right to file a complaint with the:

Federal Transit Administration - Region 8
Attn: Civil Rights Officer
1961 Stout St, Ste 13301
Denver, CO 80294-3007
303-362-2400
Fax 303-362-2424

FTA Complaint procedures can also be found on the FTA web site at: www.fta.dot.gov. These procedures are also outlined in FTA Circular 4702.1B, Chapter IX.

APPENDIX D (Continued)
TITLE VI PUBLIC NOTICE OF RIGHTS / COMPLAINT PROCESS
CITY OF CASPER, WYOMING (CITY)/CATC



Title VI Complaint Form



Complaint Form

Instructions: If you would like to submit a Title VI complaint to the City of Casper, Wyoming (City) The Bus Transit System, please fill out the form below and send it to: Casper Area MPO/The Bus, Attn: Title VI Coordinator/Community Development Director, 200 North David, Casper, WY 82601-1815. For questions or a full copy of the City's Title VI policy and complaint procedures call the Casper Area MPO at 307-235-8255, Casper Area Transit Coalition (CATC)/The Bus at 307-237-4287.

1. Name (Complainant):	
2. Phone:	3. Home address (street no., city, state, zip):
4. If applicable, name of person(s) who allegedly discriminated against you:	
5. Location and position of person(s) if known:	6. Date of incident:
<div>7. Discrimination because of:</div> <div style="margin-left: 20px;"><input type="checkbox"/> Race <input type="checkbox"/> National origin <input type="checkbox"/> Color <input type="checkbox"/> Other</div> <div style="text-align: right; margin-top: 10px;">Please specify:</div>	

8. Explain as briefly and clearly as possible what happened and how you believe you were discriminated against. Indicate who was involved. Be sure to include how you feel other persons were treated differently than you. Also, attach any written material pertaining to your case.

9. Why do you believe these events occurred?

10. What other information do you think is relevant to the investigation?

11. How can this/these issue(s) be resolved to your satisfaction?

12. Please list below any person(s) we may contact for additional information to support or clarify your complaint (witnesses):

Name:

Address:

Phone number:

13. Have you filed this complaint with any other federal, state, or local agency; or with any federal or state court?

☐ Yes

☐ No

If yes, check all that apply:

☐ Federal agency

☐ Federal court

☐ State court

☐ Local agency

☐ State agency

If filed at an agency and/or court, please provide information about a contact person at the agency/court where the complaint was filed.

Agency/Court:

Contact's Name:

Address:

Phone number:

Signature (Complainant):

Date of filing:



TITLE VI / LEP COMPLAINT LOG

January 1, 2016 to December 31, 2016 - NONE

January 1, 2017 to December 31, 2017 – NONE

January 1, 2018 – December 31, 2018 - NONE

January 1, 2019 to date - NONE



CASPER AREA

METROPOLITAN PLANNING ORGANIZATION

Bar Nunn | Casper | Evansville | Mills | Natrona County | WYDOT

City of Casper, Wyoming/CATC Limited English Proficiency (LEP) Plan APPENDIX E



Submitted to:

Federal Transit Administration

Region 8

1961 Stout St, Ste 13301

Denver, CO 80294-3007



July 2019

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I INTRODUCTION

The purpose of this limited English proficiency policy guidance is to clarify the responsibilities of recipients of federal financial assistance from the U.S. Department of Transportation (DOT) and assist them in fulfilling their responsibilities to limited English proficient (LEP) persons, pursuant to Title VI of the Civil Rights Act of 1964 and implementing regulations. It was prepared in accordance with **Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, et seq.**, and its implementing regulations provide that no person shall be subjected to discrimination on the basis of race, color, or national origin under any program or activity that receives federal financial assistance, and;

II EXECUTIVE ORDER 13166

Executive Order 13166 "Improving Access to Services for Persons With Limited English Proficiency," reprinted at 65 FR 50121 (August 16, 2000), directs each Federal agency that is subject to the requirements of Title VI to publish guidance for its respective recipients clarifying that obligation. Executive Order 13166 further directs that all such guidance documents be consistent with the compliance standards and framework detailed in the Department of Justice's (DOJ's) Policy Guidance entitled "Enforcement of Title VI of the Civil Rights Act of 1964--National Origin Discrimination Against Persons With Limited English Proficiency." (See 65 FR 50123, August 16, 2000 DOJ's General LEP Guidance). Different treatment based upon a person's inability to speak, read, write, or understand English may be a type of national origin discrimination.

Executive Order 13166 applies to all federal agencies and all programs and operations of entities that receive funding from the federal government, including state agencies, local agencies such as the City of Casper, Wyoming (City), and governments, private and non-profit entities, and subrecipients.

III PLAN SUMMARY

The City has developed this Limited English Proficiency Plan (LEP) to help identify reasonable steps to provide language assistance for LEP persons seeking meaningful access to transit services as required by Executive Order 13166. A Limited English Proficiency person is one who does not speak English as their primary language and who has a limited ability to read, speak, write, or understand English.

This plan details procedures on how to identify a person who may need language assistance, the ways in which assistance may be provided, training staff, how to notify LEP persons that assistance is available, and information for future plan updates.

In developing the plan while determining the City's extent of obligation to provide LEP services, the City undertook a U.S. Department of Transportation four factor LEP analysis which considers the following: 1) The number or proportion of LEP persons eligible in the City service area who maybe served or likely to encounter an City transit program, activity, or service; 2) the

frequency with which LEP individuals come in contact with a transit services; 3) the nature and importance of the program, activity or service provided by the City to the LEP population; and 4) the resources available to the City and overall costs to provide LEP assistance. A brief description of these considerations is provided in the following section.

IV FOUR FACTOR ANALYSES

1. The number or proportion of LEP persons eligible in the City service area who may be served or likely to encounter a City Transit program, activity, or service

The City examined the American Community Survey from 2013-2017 and was able to determine that approximately 6.8%, or 5,120 people spoke a language other than English. Of the 5,120 people reporting they speak other languages than English, 1,473 or 2.0% of respondents either speak English “not well” or “not at all.” (See SUB-APPENDIX A City Languages Spoken at Home Chart).

2. The frequency with which LEP individuals come in contact with a City transit program, activity, or service

The City assesses the frequency at which staff and drivers have or could possibly have contact with LEP persons. This includes documenting phone inquiries and surveying completed by the drivers. The City and CATC has never had a request for interpreters. The City provides, on its own accord, the public transportation bus schedules that are translated into Spanish. The City and CATC has had zero requests for other translated transit documents. The staff and drivers have had very little contact with LEP individuals.

3. The nature and importance of the program, activity, or service provided by the City and CATC to LEP community

There is no large geographic concentration of any one type of LEP individuals in the Casper service area. The overwhelming majority of the population, 93.2% or 70,392, speak only English. The Spanish speaking population appears to be bi-lingual with only 2.0% or 1,473 individuals that reported speaking English “less than very well.”

Several organizations in the community are able to provide outreach services to LEP individuals within the Casper service area.

4. The resources available to the City transit and CATC and overall costs

The City assessed its available resources that could be used for providing LEP assistance. This included determining which documents would be the most valuable to be translated if and when the population supports, determining what staff could assist with translation efforts, and what level of staff training may be needed.

After analyzing the four factors, the City developed the plan outlined in the following section for assisting persons of limited English proficiency.

V LIMITED ENGLISH PROFICIENCY PLAN OUTLINE

- a) **How to Identify an LEP Person who Needs Language Assistance** - Below are tools to help identify persons who may need language assistance:
- Examine records requests for language assistance from past meetings and events to anticipate the possible need for assistance at upcoming meetings;
 - When City transit or CATC sponsored workshops or conferences are held, post on the public notices contact information for people with special needs. Also set up a sign-in sheet table, have a staff member greet and briefly speak to each attendee. To informally gauge the attendee's ability to speak and understand English, ask a question that requires a full sentence reply;
 - Have the Census Bureau's "I Speak Cards" be made available (contained herein as **SUB-APPENDIX A**) when needed and have the cards available at the CATC Office and on buses; and
 - Frequently survey drivers and other first line staff of any direct or indirect contact with LEP individuals.
- b) **Language Assistance Measures** - The City has or will implement the following LEP procedures. The creation of these steps are based on the very low percentage of persons speaking other languages or not speaking English at least "well," in the Casper transit area:
- CATC's website has a "Translate" tab that will translate the webpage into any one of 66 languages. www.catchbus.com
 - Census Bureau's "I Speak Cards" are to be located at the CATC office at all times. Bus drivers will also be required to carry Basic Spanish for Transit Employees from CDOT on their routes.
 - When the City transit/CATC hosts public meetings or conferences and a special need is identified in advance, the City/CATC will make every effort to have a translator available at the meeting.
 - When the City/CATC's website is redesigned, translation software will be explored as a possible added feature.
 - When an interpreter is needed, in person or on the telephone, an available bilingual CATC staff member will attempt to assist. If a bilingual staff member is not available, staff will first attempt to determine what language is required. Staff shall use the telephone interpreter service - Language Line Services at <http://www.language.com>.

On the Language Line home page the staff will select the Need an Interpreter Now link and follow the directions to receive an access code.

- c) **Staff Training** - All transit staff will be provided with the LEP Plan and will be educated on procedures to follow. This information will also be part of the TOB staff orientation process for new hires. Training topics are listed below:
- Understanding the Title VI policy and LEP responsibilities;
 - What language assistance services the City/CATC offers;
 - Use of LEP “I Speak Cards”;
 - How to use the Language Line interpretation and translation services;
 - Documentation of language assistance requests;
 - How to handle a Title VI and/or LEP complaint (this process is contained in APPENDIX D of the City of Casper Title VI Plan)
- d) **Outreach Techniques** - As of July 2019, the City/CATC does not have a formal practice of outreach techniques due to the lack of LEP population and resources available in the service area. However, the following are options that the City/CATC will incorporate when and/or if the need arises for LEP outreach:
- If staff knows that they will be presenting a topic that could be of potential importance to an LEP person or if staff will be hosting a meeting or a workshop in a geographic location with a known concentration of LEP persons, meeting notices, fliers, advertisements, and agendas will be printed in an alternative language, based on known LEP population in the area.
 - When running a general public meeting notice, staff will insert the clause, based on the LEP population and when relevant, that translates into “A (insert alternative Language) translator will be available”. For example: “Un traductor del idioma español estará disponible.” This means “A Spanish translator will be available”.
 - Key print materials, including, but not limited to, schedules and maps, will be translated and made available by request.
- e) **Monitoring and Updating the LEP Plan** - This plan is designed to be flexible and is one that can be easily updated. At a minimum, the City will follow the Title VI Program update schedule for the LEP Plan. However, major updates most likely will not occur until the 2020 Census data is released, unless the City finds it necessary and crucial for an update before such time.

Each update should examine all plan components such as:

- How many LEP persons were encountered?
- Were their needs met?
- What is the current LEP population in the Casper service area?
- Has there been a change in the types of languages where translation services are needed?
- Have the City's available resources, such as technology, staff, and financial costs changed?
- Has the City/CATC fulfilled the goals of the LEP Plan? and
- Were any complaints received?

f) **Dissemination of the City/CATC Limited English Proficiency Plan** - The City includes the LEP Plan with its Title IV Policy and Complaint Procedures. The City's Notice of Rights under Title VI to the public is posted in the CATC office, City building, and on all transit vehicles.

Any person, including social service, non-profit, and law enforcement agencies and other community partners will be able to access the plan.

Copies of the LEP Plan will be provided, on request, to any person(s) requesting the document via phone, in person, by mail or email. LEP persons may obtain copies/translations of the plan upon request.

Any questions or comments regarding this plan should be directed to the City Title VI Coordinator.

City Title VI Coordinator – Community Development Director
City of Casper
200 North David
Casper, WY 82601
Phone: 307-235-8241
Fax: 307-235-8362
Email: lbecher@casperwy.gov

SUB-APPENDIX A

City of Casper Languages Spoken at Home Chart

Casper Metropolitan Area Languages Spoken at Home		
Based on 2013-2017 American Community Survey		
LANGUAGE SPOKEN AT HOME BY ABILITY TO SPEAK ENGLISH FOR THE POPULATION 5 YEARS AND OVER	Total	Percent of population
Total resident population 5 years and over	75,512	100.00%
Speak only English	70,392	93.2%
Language other than English	5,120	6.8%
Speak English less than “very well”	1,473	2.0%
Speak Spanish	3,570	4.7%
Speak English less than “very well”	1,057	1.2%
Speak Other Indo-European Languages	865	1.1%
Speak English less than “very well”	128	<1.0%
Speak Asian and Pacific Island Languages	516	<1.0%
Speak English less than “very well”	215	<1.0%
Final findings on City of Casper “Non” or “Limited” Spanish/Other Speaking Persons: There is a very small population of potential City riders or current riders who speak Spanish/Other Languages, and those that do, the majority speak English “very well” and “well”.		

**2004
Census
Test**

United States
**Census
2010**

LANGUAGE IDENTIFICATION FLASHCARD

- | | |
|--|------------------------|
| <input type="checkbox"/> ضع علامة في هذا المربع إذا كنت تقرأ أو تتحدث العربية. | 1. Arabic |
| <input type="checkbox"/> Խաղաղամ' ենք' Նշում' կատարեք այս քառակուսում,
կթիվ խոսում' կամ' կարդում' եք հայերեն: | 2. Armenian |
| <input type="checkbox"/> যদি আপনি বাংলা পড়েন বা বলেন তা হলে এই বাক্সে দাগ দিন। | 3. Bengali |
| <input type="checkbox"/> ឆ្លើយបញ្ជាក់ក្នុងប្រអប់នេះ បើអ្នកអាន ឬនិយាយភាសា ខ្មែរ ។ | 4. Cambodian |
| <input type="checkbox"/> Motka i kahhon ya yangin ûntûngnu' manaitai pat ûntûngnu' kumentos Chamorro. | 5. Chamorro |
| <input type="checkbox"/> 如果你能读中文或讲中文，请选择此框。 | 6. Simplified Chinese |
| <input type="checkbox"/> 如果你能讀中文或講中文，請選擇此框。 | 7. Traditional Chinese |
| <input type="checkbox"/> Označite ovaj kvadratić ako čitate ili govorite hrvatski jezik. | 8. Croatian |
| <input type="checkbox"/> Zaškrtněte tuto kolonku, pokud čtete a hovoříte česky. | 9. Czech |
| <input type="checkbox"/> Kruis dit vakje aan als u Nederlands kunt lezen of spreken. | 10. Dutch |
| <input type="checkbox"/> Mark this box if you read or speak English. | 11. English |
| <input type="checkbox"/> اگر خواندن و نوشتن فارسی بلد هستید، این مربع را علامت بزنید. | 12. Farsi |

DB-3309

U.S. DEPARTMENT OF COMMERCE
Economics and Statistics Administration
U.S. CENSUS BUREAU

<input type="checkbox"/>	Cocher ici si vous lisez ou parlez le français.	13. French
<input type="checkbox"/>	Kreuzen Sie dieses Kästchen an, wenn Sie Deutsch lesen oder sprechen.	14. German
<input type="checkbox"/>	Σημειώστε αυτό το πλαίσιο αν διαβάσετε ή μιλάτε Ελληνικά.	15. Greek
<input type="checkbox"/>	Make kazye sa a si ou li oswa ou pale kreyòl ayisyen.	16. Haitian Creole
<input type="checkbox"/>	अगर आप हिन्दी बोलते या पढ़ सकते हैं तो इस बक्स पर चिह्न लगाएँ।	17. Hindi
<input type="checkbox"/>	Kos lub voj no yog koj paub twm thiab hais lus Hmoob.	18. Hmong
<input type="checkbox"/>	Jelölje meg ezt a kockát, ha megérti vagy beszél a magyar nyelvet.	19. Hungarian
<input type="checkbox"/>	Markaam daytoy nga kahon no makabasa wenno makasaoka iti Ilocano.	20. Ilocano
<input type="checkbox"/>	Marchi questa casella se legge o parla italiano.	21. Italian
<input type="checkbox"/>	日本語を読んだり、話せる場合はここに印を付けてください。	22. Japanese
<input type="checkbox"/>	한국어를 읽거나 말할 수 있으면 이 칸에 표시하십시오.	23. Korean
<input type="checkbox"/>	ໃຫ້ໝາຍໃສ່ຊ່ອງນີ້ ຖ້າທ່ານອ່ານຫຼືປາກເກົາສາລາວ.	24. Laotian
<input type="checkbox"/>	Prosimy o zaznaczenie tego kwadratu, jeżeli posługuje się Pan/Pani językiem polskim.	25. Polish

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<input type="checkbox"/>	Assinale este quadrado se você lê ou fala português.	26. Portuguese
<input type="checkbox"/>	Însemnați această căsuță dacă citiți sau vorbiți românește.	27. Romanian
<input type="checkbox"/>	Пометьте этот квадратик, если вы читаете или говорите по-русски.	28. Russian
<input type="checkbox"/>	Обележите овај квадратик уколико читате или говорите српски језик.	29. Serbian
<input type="checkbox"/>	Označte tento štvorček, ak viete čítať alebo hovoriť po slovensky.	30. Slovak
<input type="checkbox"/>	Marque esta casilla si lee o habla español.	31. Spanish
<input type="checkbox"/>	Markahan itong kuwadrado kung kayo ay marunong magbasa o magsalita ng Tagalog.	32. Tagalog
<input type="checkbox"/>	ให้กาเครื่องหมายลงในช่องด้านล่างนี้หรือพูดภาษาไทย.	33. Thai
<input type="checkbox"/>	Maaka 'i he puha ni kapau 'oku ke lau pe lea fakatonga.	34. Tongan
<input type="checkbox"/>	Відмітьте цю клітинку, якщо ви читаете або говорите українською мовою.	35. Ukranian
<input type="checkbox"/>	اگر آپ اردو پڑھتے یا بولتے ہیں تو اس خانے میں نشان لگائیں۔	36. Urdu
<input type="checkbox"/>	Xin đánh dấu vào ô này nếu quý vị biết đọc và nói được Việt Ngữ.	37. Vietnamese
<input type="checkbox"/>	באצייכנט דעם קעסטל אויב איר לייענט אדער רעדט אידיש.	38. Yiddish

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APPENDIX F – CATC’s PASSENGER GUIDELINES

(Subject to change without prior notice)

Rules and Safety Considerations

General Rider Guideline Policies CATC & The Bus

Drivers are specially trained to assist you. Drivers will:

- Deploy lifts and ramps for persons using mobility devices and those without mobility devices who cannot navigate the bus steps upon request;
- Secure passengers using mobility devices with no fewer than four tie downs—no exceptions. Passengers refusing to be secured will not be transported;

To ensure your safety and the safety of our drivers, CATC & The Bus has the following restrictions:

- Drivers will not assist passengers using wheelchairs up or down steps. Passengers are required to have someone else assist them with steps. (See Accessibility Policy)
- Drivers will not search a passenger’s body for the appropriate fare or ticket.
- Drivers will not clear pathways of ice, snow, or other barriers anywhere except the transfer station.

To ensure your safety and the safety of our drivers, CATC & The Bus has the following restrictions:

Strollers, grocery carts and walkers must be folded and stored out of the aisles.

If a passenger uses oxygen, the tank(s) must be portable, i.e., the passenger must be able to carry the tank(s) into the vehicle themselves. If the passenger is in a wheelchair the oxygen tank must be secured.

The number of packages a passenger can have on CATC is limited to six (6) grocery bags. The Bus passengers are limited to four (4) grocery bags.

Working service animals are permitted.

A companion animal is permitted if it is in a small carrier, any behavior problems will result in the loss of this privilege.

CATC passengers are required to use the seat belt that comes with their wheelchair. If this is not available CATC will provide a gate belt as well as the tie down seat belt. The Bus passengers using wheelchairs are encouraged to use the tie down seat belt.

CATC & The Bus employees are prohibited from entering a passenger's residence.

It is the passenger's responsibility to assure their residence is accessible, **(see Accessibility Policy)**. CATC will not provide service if the residence is not accessible.

CATC and The Bus passengers are required to use seat belts.

Riders' Code of Conduct

As a rider on CATC and The Bus, I agree to:

Be ready to board when the CATC bus arrives. CATC will arrive in the 15 minute window and will be considered on time. CATC drivers can only wait three (3) minutes.

Arrive at The Bus stop at least five (5) minutes before departure time.

Have exact change ready as the driver cannot make change.

Refrain from smoking, chewing tobacco, eating or drinking on CATC and The Bus.

Yield the seats in front of the vehicle for senior and disabled customers.

Refrain from bringing on-board CATC and The Bus any article defined as a weapon.

Refrain from fighting, using vulgar, offensive or abusive language, pushing, shouting or participating in rough behavior.

Respect the instructions of CATC & The Bus driver in regard to the vehicle's operation.

Refrain from bringing prohibited items on CATC & The Bus including flammable liquids gasoline, vehicle batteries, fireworks, large packages or other items such as furniture, air conditioners, etc.

Children may not remain in strollers during vehicle movement.

Passengers must clean all spills of body fluids if physically able to do so and at the driver's discretion.

Complaints or Problems

Concerns or complaints should be submitted to:

CATC/The Bus
1715 East 4th Street
Casper, WY 82601

Denial of Service

CATC & The Bus reserve the right to refuse service to anyone. Inappropriate behavior, language or conduct toward any passenger or employee of CATC or the Bus will not be tolerated and with ample warnings can result in loss of service.

CATC & THE BUS
1715 E. 4th Street
Casper, WY
Phone (307) 265-1313
(307) 237-4287
Fax (307) 235-0551
www.catchbus.com

APPENDIX G – Other Title VI Program Documents

1. A copy of the board resolution, meeting minutes, or similar as evidence that the City Council has approved the Title VI Program.
2. Evidence that a requirement to Notify Beneficiaries of Protection is prominently posted on the agency's website.
3. A copy of the established public participation program.
4. A copy of an equity analysis to determine site or location of facilities.
5. A copy of System-wide Service Standards, including:
 - a. Vehicle load
 - b. Vehicle headway
 - c. On-time performance
 - d. Service availability
 - e. Distribution of transit amenities
 - f. Vehicle assignment

CATC & THE BUS

STATEMENT OF RIGHTS:

CATC/The Bus is committed to ensuring that no person is excluded from participation in or denied the benefits of or been subject to discrimination in the receipt of its services on the basis of race, color, national origin or any other characteristics protected by law including Title VI of the Civil Rights Act of 1964 as amended. If you believe you have been subjected to discrimination, you may file a written complaint no later than 180 calendar days after the alleged discrimination with the Director of CATC/The Bus 1715 East 4th Street Casper, WY 82601. If you need assistance with a written complaint (o si no habla ingles, llama por) call the Supervisor (307) 265-1313 during regular business hours. The office hours are Monday through Friday 8:00 a.m. to 5:00 p.m.

deflect-o

Declaracion De Derechaos:

CATC/The BUS esta cometido hacia asegurar que ninguno este excluido en participar, o negado los beneficios, o que ninguno e sido discriminado al ser recipiente de este servicio, basado por su raza, color, origin nacional, o cualquier otro caracteristico.

Protegido por la ley incluyendo Titulo VI del Acta De Derechos Civil de 1964 como e sido enmendado. Si usted cree que a sido sujeto de la discriminacion usted puede solicitar su queja por escrito no menos de 180 dias aviles, despues de la alegacion de

Discriminacion, con el Director de CATC/The BUS 1715 E. 4th Street Casper, Wy.82601

Si usted necesita asistencia con la solicitud de su queja o si no hablas ingles por favor llmas al supervisor al (307)265-1313 durante el horario de negocio. El horario de oficina es de Lunes a Viernes de las 8:00am asta las 5:00pm

CATC & THE BUS

STATEMENT OF RIGHTS:

CATC/The Bus is committed to ensuring that no person is excluded from participation in or denied the benefits of or been subject to discrimination in the receipt of its services on the basis of race, color, national origin or any other characteristics protected by law including Title VI of the Civil Rights Act of 1964 as amended. If you believe you have been subjected to discrimination, you may file a written complaint no later than 180 calendar days after the alleged discrimination with the Director of CATC/The Bus 1715 East 4th Street Casper, WY 82601. If you need assistance with a written complaint (o si no habla ingles, llama por) call the Supervisor (307) 265-1313 during regular business hours. The office hours are Monday through Friday 8:00 a.m. to 5:00 p.m.

VETERANS

SUPPORTIVE SERVICES FOR VETERAN FAMILIES

ARE YOU CURRENTLY HOMELESS OR AT RISK OF BECOMING HOMELESS?
DO YOU NEED HELP TO SECURE AND/OR MAINTAIN HOUSING?
WOULD YOU BENEFIT FROM TEMPORARY ASSISTANCE TO ACHIEVE HOUSING STABILITY?
IF YOU ANSWERED YES TO THESE QUESTIONS, PLEASE CONTACT US TODAY.

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SUPPORTIVE SERVICES
FOR VETERAN FAMILIES

1-844-4.VOA.VET WWW.VOANR.ORG

NATRONA

ALCORN
Alcova Baptist Church Food
21295 Kortes Road
(307) 235-0524

CARE
Celebrate Recovery
5725 Highland Drive
(307) 265-4073

Central Wyoming Rescue Mission
230 North Park
(307) 265-0251

College Heights Community Center
1927 South Walnut Street
(307) 224-4104

Community of Hope Church
411 South Walsh
(307) 492-4673

Faith Assembly of God
4301 Casper Mountain Road
(307) 265-8121

First Church of the Nazarenes
2020 South Jefferson
(267) 258-7644

First United Methodist Church
332 East Second Street
(307) 224-9965

CA

Inform

8:0

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265-13



Statement of Rights

The Bus and CATC are committed to ensuring that no person is excluded from participation in, or denied the benefits of, or been subject to discrimination in the receipt of its services on the basis of race, color, national origin, or any other characteristics protected by law including Title VI of the Civil Rights Act of 1964 as amended.

If you believe you have been subjected to discrimination, you may file a written complaint no later than 180 calendar days after the alleged discrimination with the Director of The Casper Area Transportation Coalition, 1715, East 4th Street Casper, Wy 82601.

If you need assistance with a written complaint (o si habla ingles, llayama por), call the Supervisor 307- 265-1313 during regular business hours. The office hours are Monday through Friday 8:00 am to 5:00 pm.

CONTACT US >



Procedure for Complaints

If for any reason a passenger has a complaint please contact us using the form below or call us at 307- 265-1313.

If you need assistance with a written complaint (o si habla ingles, llayama por), call the Supervisor 307- 265-1313 during regular business hours.

The office hours are Monday through Friday 8:00 am to 5:00 pm.



2014



CASPER AREA
METROPOLITAN PLANNING ORGANIZATION
Working with the public, elected officials, and professional staff to plan our road, trail, bus, and rail systems.
Bar Nunn | Casper | Evansville | Mills | Natrona County | WYDOT

Public Participation Plan

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Chapter 1 – Introduction

The Casper Area Metropolitan Planning Organization (MPO) promotes quality transportation systems in the urbanized portion of Natrona County through a commitment to excellence and the pursuit of mutually agreed upon goals, policies, and objectives which satisfy the community's present and future needs. The success of the MPO is dependent upon public participation core values and the following specific actions and programs:

1. Promote the cooperative recommendations through the forum of the planning process, in responding to transportation needs.
2. Assess transportation system impacts and identify solution alternatives in support of plan recommendations.
3. Solicit citizens' participation at all levels of the planning process to ensure that matters of importance to the public are reflected in final recommendations.
4. Plan, design, and construct transportation facilities supportive of a safer, more efficiency transportation system.
5. Oversee operating and funding policies for public transportation systems within the urbanized area with an emphasis on bus service for the general public, elderly, and persons with disabilities.
6. Encourage multipurpose programs demonstrating the contribution transportation can provide to both the physical and economic environment of Natrona County.
7. Carry out the responsibilities of the transportation planning process in a cost effective manner within the constraints of available federal, state, and local funds.

Section 1.1 – Purpose and Overview

The Public Participation Plan is an adopted document of the MPO. The intent is to involve the public early on in the transportation planning process and include public involvement opportunities beyond formal hearings. The plan has also been established to help explain and describe how the public can be involved in the transportation planning process. The MPO understands the important of ensuring broad public involvement during development, review, and implementation of regional transportation projects and programs.

Public involvement incorporates public concerns, needs, and values into governmental decision making. It is two-way communication, with the overall goal of making better decisions that have public support. Public involvement goes beyond just informing the public through one-way communication, although that is an essential component of the process. Public involvement also includes two way communications that solicit the public's ideas, issues, and concerns.

The International Association for Public Participation (IAP2) has developed seven public participation core values that provide a framework for designing a public outreach strategy. They include the following:

1. Public participation is based on the belief that those who are affected by a decision have a right to be involved in the decision making process.

2. Public participation includes the promise that the public's contribution will influence the decision.
3. Public participation promotes sustainable decisions by recognizing and communicating the needs and interests of all participants, including decision makers.
4. Public participation seeks out and facilitates the involvement of those potentially affected by or interested in a decision.
5. Public participation seeks input from participants in designing how they participate.
6. Public participation provides participants with the information they need to participate in a meaningful way.
7. Public participation communicates to participants how their input affected the decision.

Federal legislation requires an MPO to develop and implement a continuing, cooperative, and comprehensive transportation planning process. Moving Ahead for Progress in the 21st Century (MAP-21) requires the MPO to design and use a public participation plan that is developed in consultation with all interested parties and provides reasonable opportunities to comment on all aspects of the MPO transportation planning process.

Section 1.2 – History of the MPO

The Casper area was designated as a metropolitan statistical area as a consequence of the 1980 Census (see Appendix A). At that time, the Casper Area Transportation Planning Process (CATPP) was authorized as an MPO. The member jurisdictions of the MPO are:

- Town of Bar Nunn
- City of Casper
- Town of Evansville
- Town of Mills
- Natrona County
- Wyoming Department of Transportation (WYDOT)

These jurisdictions use the MPO to develop transportation planning activities within the Casper Metropolitan Area. MPO staff is employed by the City of Casper and is permanently assigned to transportation planning duties. The MPO is a division of the Community Development Department. As such, it coordinates transportation planning activities under the direction of the Community Development Director. This relationship assures that transportation projects will be coordinated with the area planning process. The types of projects requiring coordination include master plans, recreational plans, and other plans which affect or are affected by transportation issues in the city, county, and state areas within the Casper metropolitan planning area boundaries. MPO staff also respond to the transportation planning needs of all member jurisdictions.

The work undertaken by the MPO is devoted to intermodal transportation planning activities which will eventually create a more effective and efficient transportation system. These activities include, but are not limited to:

1. Assisting member agencies, governing bodies, and officials in making decisions on the development of the urban transportation system.
2. Describing planning activities to be undertaken during the program year cooperatively by the MPO, WYDOT, and member agencies.
3. Establishing and maintaining transportation planning, and providing a guide for in-house administrative tasks, as well as more specialized assignments relating to specific transportation modes and programs.
4. Maintaining qualifications for the Casper area to participate in Federal aid highway construction and transit programs for improvements and additions to the existing urbanized area street and highway system.

Section 1.3 – Policy Framework

Transportation is one of the key contributors to the Casper area quality of life and economic viability. Generally, the need for transportation stems from our need to access goods, services, and other people within and beyond the region. The ease by which we are able to get from home to school, to a job, to medical services, to shopping centers and back again, is dependent upon the efficiency and effectiveness of the region's transportation system. The transportation planning must be viewed in terms of regional and community goals and values such as protection of the environment, effect on the regional economy, and maintaining the quality of life that area residents enjoy. The goals, policies, and objectives are consistent with the region's overall policy framework for regional planning as set forth in the comprehensive plans adopted by the Casper Area MPO.

Section 1.4 – Decision Making Authority

The ongoing planning program is carried out with the cooperation of the MPO's member jurisdictions at MPO committee meetings. These meetings are open to the public. There are three committees, including the Citizens' Advisory Committee, the Technical Committee, and the Policy Committee. Bikeway, pedestrian, transit, and highway advisory committees are developed on an ad-hoc basis as needed. The committees and their duties are discussed in further detail below.

1.3.1 – MPO Policy Committee

Coordinating the overall transportation planning process within the federally approved Casper metropolitan planning area boundaries is provided by the MPO Policy Committee. The membership of the Committee includes representatives from the City of Casper, Natrona County, Bar Nunn, Mills, and Evansville, WYDOT, the area transit operator, and the Casper/Natrona County International Airport. Only WYDOT and the municipalities have a vote on the committee. A Federal Highway Administration (FHWA) representative attends the Policy Committee as a nonvoting member.

The Policy Committee reviews and approves the Unified Planning Work Program (UPWP) and the Metropolitan Transportation Improvement Program (MTIP). It also develops and adopts policy regarding the long and short-range elements of the transportation plan. The Committee acts as the approval authority for the federally financed surface transportation projects within the MPO boundary. The UPWP is submitted to WYDOT after MPO approval by the Policy Committee, while the MTIP is submitted to WYDOT after being approved by the MPO and the governing bodies of the member jurisdictions.

After it has reviewed and approved these documents, WYDOT forwards the UPWP to FHWA for final review and approval. The MTIP is approved by the governor or his designated representative and is incorporated into the State Transportation Improvement Program (STIP), which is federally approved.

1.3.2 – MPO Technical Committee

The Technical Committee is composed of professional engineers and planners who represent the MPO's member jurisdictions, including WYDOT. This committee provides ongoing technical assistance on various planning studies. The Committee defines specific work products, aids in the development of requests for proposals (RFPs), and interviews prospective consultants.

1.3.3 – MPO Citizens' Advisory Committee

The Citizens' Advisory Committee is a grassroots organization which provides community-based input on various transportation issues to the MPO. The Committee is appointed by the local councils of the member's residence. Committee members may appoint ad-hoc committees to consider various issues on an as-needed basis. Members of the Committee inform the Technical and Policy Committees of the need for various community projects, and take information back to the community regarding construction schedules and other transportation-related information.

Chapter 2 – Regulatory Review

The MPO is required to abide by federal law and regulations in the administration of its programs. Moving Ahead for Progress in the 21st Century (MAP-21) is the current federal surface transportation legislation that funds 90% of MPO activities.

Section 2.1 – MAP 21

MAP-21 (P.L. 112-141) was signed into law by President Obama on July 6, 2012. It includes funding for federal-aid highways construction, Public Transportation, and transportation planning, among many other categories. It establishes national performance measurement criteria used to determine projects and funding levels. These measures include:

1. Safety
2. Infrastructure condition
3. Congestion reduction
4. System reliability
5. Freight movement and economic vitality
6. Environmental sustainability
7. Reduced project delivery delays

The MPO shall consult, as appropriate, with State and local agencies responsible for land use management, natural resources, environmental protection, conservation, and historic preservation concerning the development of a long range transportation plan and MTIP.

The MPO's Public Participation Plan shall be developed in consultation with all interested parties and shall provide that all interested parties have reasonable opportunities to comment on the contents of the LRTP and the MTIP's updates and major revisions.

The Public Participation Plan is a living document and will be continually reviewed for possible revisions. Revisions to plans are summarized in Appendix A.

Section 2.2 – Title VI

Title VI of the Civil Rights Act requires that Federal-aid recipients prevent discrimination in all programs whether these programs are federally-funded or not. The MPO is required to implement strategies of Environmental Justice that ensure that there are no barriers to citizen involvement and that minority and low income populations are engaged in transportation decision-making. The MPO will follow three general principles provided by Environmental Justice. They include:

1. To avoid, minimize, or mitigate disproportionately high and adverse human health and environmental effects, including social and economic effects, on minority and low income populations.
2. To ensure the full and fair participation by all potentially affected communities in the transportation decision-making process.
3. To prevent the denial of, reduction in, or significant delay of the receipt of benefits by minority and low income populations.

By providing the opportunity for everyone to participate in the transportation planning process, the MPO is ensuring that residents have the ability to express their needs and concerns thereby influencing transportation planning in their community.

Chapter 3 – Casper Area MPO Governing Documents and Plans

Section 3.1 – Unified Planning Work Program (UPWP)

The objective of the Unified Planning Work Program (UPWP) is to provide local officials and participating agencies with a method of ensuring that local and federal transportation planning resources are allocated in accordance with established governmental policies. It also provides a tool for the financial management of the programs undertaken by the MPO. The UPWP is prepared annually and describes the work activities which will be undertaken by the MPO.

The UPWP gives a general overview of the planning process and a description of the planned work program for the coming fiscal year. The UPWP is intermodal, including highway, transit, freight, and bikeway/pedestrian planning projects. Direct aviation projects are developed and overseen by the Natrona County Airport Board of Trustees, and are not included in the UPWP.

The UPWP provides guidance and structure for development of planning projects of importance to MPO members. Development of a UPWP project listing allows for the efficient use of scarce funding. The UPWP also provides a work program for the staff of the MPO.

Section 3.2 – Long Range Transportation Plan (LRTP)

The Casper Area Long Range Transportation Plan (LRTP) represents a comprehensive, cooperative, and continuing planning process for the MPO. The LRTP analyzes existing and future roadway conditions, transit operations, non-motorized facilities, rail operations, and airport operations. Specific

recommendations to address transportation deficiencies are provided in the LRTP, but more importantly the plan is intended to be flexible and capable of responding to a constantly changing community. The LRTP, along with future updates of the plan, will help the Casper MPO plan for the changing dynamics of the regional transportation system.

The LRTP analyzes individual transportation modes but also stresses the interrelationships between modes and encourages the integration of the various transportation components into a comprehensive system to meet the mobility needs of all the area's transportation users. The LRTP reflects the vision and directions of local officials, relevant agencies, stakeholders, and the general public. The LRTP is updated every five years, is formed with a proactive public involvement process, and is designed to be financially realistic.

The MPO shall provide residents, affected public agencies, representatives of public transportation employees, freight shippers, providers of freight transportation services, private providers of transportation, representatives of users of public transportation, representatives of pedestrian walkways and bicycle transportation facilities, representatives of the disabled, and other interested parties with a reasonable opportunity to comment on the LRTP and MTIP's major revisions and updates.

Section 3.3 – Transportation Improvement Program (TIP)

The Casper Area MPO Metropolitan Transportation Improvement Program (MTIP) is the product of a comprehensive, continuing, and cooperative effort to improve the regional transportation system by local officials from the City of Casper, Bar Nunn, Evansville, Mills, Natrona County, and WYDOT.

Each year, the MPO receives federal funding from the Federal Highway Administration (FHWA) and Federal Transit Administration (FTA) which is used to fund a portion of the area's highway construction, planning projects, and transit programs. Regulations established by FHWA and FTA require that all urbanized areas develop a Metropolitan Transportation Improvement Program in order to avoid duplication in planning and funding. Development of the MTIP is a prerequisite to receiving federal funds.

The TIP covers three Federal Fiscal Years. Each year covers October 1 through September 30. The first year indicated in the MTIP is the annual element. The annual element is a list of projects proposed for implementation during the first year of the program. The MTIP includes capital, planning, construction, and administration costs. The MTIP provides a framework for the efficient expenditure of transportation funds in a manner consistent with local needs and priorities during that planning period.

The projects shown in the MTIP are also components of the State Transportation Improvement Program (STIP). The MTIP, therefore, implements the various goals and objectives included in the STIP.

Only projects listed in the annual element are projects for which funding has been allocated. Funding for projects shown in the remaining years of the MTIP are not guaranteed. These projects are reviewed and reevaluated every two years. During the reevaluation process, projects may be added depending on community need. Projects are deleted if they are complete, under construction, or no longer necessary.

In conformance with the Public Participation Plan, the draft MTIP is distributed for a federally mandated 40 day public review and comment period. Following completion of the review period, any comments or issues received are addressed and reflected in the final MTIP. The fully endorsed MTIP is then approved by the Policy Committee and distributed to local jurisdictions, state agencies, and the FTA and FHWA.

Section 3.4 – FTA Program of Projects

Because the City of Casper houses the MPO and is the designated recipient of FTA Section 5307 grant funds (transit operating assistance), this public participation plan is used to satisfy the City's responsibilities for public participation on its annual Transit Program of Projects (POP). The City, through the MPO, develops projects for the MTIP which includes transit operations funding, rolling stock, and other capital expenses.

All public notices for the MTIP must have an explicit statement that public involvement activities and times established for public review of and comments on the MTIP will satisfy the POP requirements.

Chapter 4 – Goals, Guidelines, and Policies

This Chapter defines the goals, objectives, and policies that govern the implementation of public involvement for MPO transportation planning activities. These standards document the commitment on the part of the MPO to pursue actions that will ensure effective and continuing public involvement. These objectives may be achieved using the methods provided in this section and Chapter 5.

Section 4.1 – General Guidelines

This Public Participation Plan is intended to provide direction for public involvement activities to be conducted by the MPO and contains the policies, goals, objectives, and techniques used by the MPO for public involvement. In its public participation process, the MPO will:

1. Provide timely information about transportation issues and processes to citizens, affected public agencies, representatives of transportation agencies, private providers of transportation, other interested parties, and segments of the community affected by transportation plans, programs, and projects (including but not limited to local jurisdiction concerns).
2. Provide reasonable public access to technical and policy information used in the development of the Long Range Transportation Plan, the Metropolitan Transportation Improvement Program, and other appropriate transportation plans and projects, and conduct open public meetings where matters related to transportation programs are being considered.
3. Give adequate public notice of public participation activities and allow time for public review and comment at key decision points.
4. Respond in writing, when applicable, to public input. This is required when significant written and oral comments are received on draft plans as a result of the public participation process.
5. Solicit the needs of those under-served by existing transportation systems, including but not limited to (1) the transportation disadvantaged, (2) minorities, (3) seniors, (4) persons with disabilities, and (5) low income households. The MPO shall provide reasonable opportunities for the affected public agencies, representatives of public transportation employees, freight shippers, providers of freight transportation facilities, representatives of users of pedestrian

walkways and bicycle transportation facilities, representatives of the disabled, and other interested parties with a reasonable opportunity to comment on the transportation planning process.

6. Provide a public comment period of 45 calendar days prior to the adoption of the Public Participation Plan and/or any amendments. Notice of the comment period will be advertised in a newspaper of general circulation and various other publications prior to the commencement of the 45 day comment period. Notice will also be mailed to the entire MPO mailing list prior to the start of the 45-day comment period.
7. Provide a public comment period of not less than 30 calendar days prior to the adoption of the Long Range Transportation Plan, the Metropolitan Transportation Improvement Program, the Unified Planning Work Program, Transit Development Plans, any formal amendments or updates, and other appropriate transportation plans and projects.
8. Coordinate the Public Participation Process with statewide Public Participation Processes wherever possible to enhance public consideration of the issues, plans and programs, and reduces redundancies and costs.

Section 4.2 – Goals and Policies

Goal 1

To provide the public with thorough information on transportation planning services and project development in a convenient and timely manner, the MPO shall actively engage the public in the transportation planning process according to the policies contained in this Public Participation Plan and according to state and federal law.

Policy 1.1

The MPO shall maintain an updated database of contacts to provide all interested parties reasonable opportunities to comment on the transportation planning process and products, including, at a minimum, the following persons:

- General public
- Directly affected public
- Elected officials
- Affected public agency staff, including public works departments, Wyoming Department of Environmental Quality, Natrona County School District, etc.
- Property owners, including those of abutting properties and those in the vicinity of a proposed project
- Freight shippers, providers, and users of freight transportation services
- Providers and users of public transportation services, including private providers
- Business community
- Advocacy groups (Chamber of Commerce, Casper Area Economic Development Alliance (CAEDA), bicycle and pedestrian groups, various other interest groups
- Traditionally underrepresented communities including people with disabilities, children and youth, elderly, low income, and racial/ethnic minorities

- Non-English speaking public
- Emergency service providers and users
- Citizens' Advisory Committee

Policy 1.2

The MPO shall, when feasible, electronically mail meeting announcements to the MPO contact list or to targeted groups for upcoming activities.

Policy 1.3

The MPO shall employ visualization techniques to depict transportation plans. Examples of visualization techniques include charts, graphs, photo interpretation, maps, use of Geographic Information Systems (GIS), artist renderings, physical models, and/or computer simulation.

Goal 2

The MPO shall keep the public informed of ongoing transportation related activities on a continuous basis.

Policy 2.1

The MPO shall make all necessary publications and work products available electronically to the public via the MPO's webpage and at the MPO office. It will employ visualization techniques to describe transportation actions.

Policy 2.2

MPO staff shall be available to provide general and project-specific information at a central location during normal business hours and after hours at the request of community interest groups with reasonable notice.

Policy 2.3

The MPO shall produce a regional electronic newsletter for distribution to the MPO contact list. A newsletter shall be produced a minimum of four times in a year and will be sent out to all interested parties upon request. The newsletter should include, at a minimum, updates on current or recently completed projects, design projects, announcements of upcoming meetings, and contact information.

Policy 2.4

The MPO shall maintain and update a website that will provide the most current and accurate transportation planning information available. The website shall, at a minimum, contain the following information:

- a. Contact information
- b. Current MPO committee membership
- c. Meeting dates
- d. Work products and publications
- e. Links to related agencies
- f. Current by-laws

- g. Public Participation Plan

Goal 3

The MPO shall encourage the involvement of all area citizens in the transportation planning process.

Policy 3.1

Target audiences shall be identified for each planning study conducted by the MPO, including residents, business and property owners, and those traditionally underserved and underrepresented populations.

Policy 3.2

The MPO shall, whenever feasible, hold public meetings at a site convenient to potentially affected citizens.

Goal 4

The MPO shall strive to continuously improve public participation.

Policy 4.1

The MPO shall continuously evaluate public involvement techniques.

Policy 4.2:

This Public Participation Plan shall be reviewed and adopted, with revisions if necessary, at least every five (5) years in order to assess and improve the effectiveness of public involvement. If amendments are needed based on changes in local, state, or federal legislation, or in response to the assessment of the effectiveness of the public participation techniques that are used by the MPO, appropriate MPO policies must be followed. The assessment will be based upon available information, such as the availability of meeting notices and information on planning activities, number and diversity of persons attending meetings and/or providing input to the process, media coverage, visits to the MPO website, comments received from meeting attendees, and results from the public involvement survey forms.

Chapter 5 – Opportunities for Public Involvement and Input

This chapter describes the core public involvement opportunities for the key MPO work products, including the Public Participation Plan, the Long Range Transportation Plan, the Metropolitan Transportation Improvement Program, and the Unified Planning Work Program. The MPO gathers public comment on each key work product and forwards the comment to the MPO Policy Committee for consideration as part of the decision making process. Table 1 (listed on page) describes the products and shows the core public involvement tools for each key work product and some of the special work products of the Casper MPO. The core techniques form the framework for public involvement for each key MPO product. In addition, a specific public outreach strategy will be developed for the update of each work product that will include details such as location and timing, core public involvement tools to be used, as well as any additional tools as appropriate and affordable. The public outreach will be tailored to the unique aspects of the process depending on the geographic scope, the type of projects included, the characteristics of affected communities, and the level of public interest.

The intent is to provide public notice as far in advance of MPO Policy Committee’s decisions as feasible in each situation to give citizens as much time as possible to provide well-thought out comments.

Section 5.1 – General Opportunities

Public Comment Period

A formal public comment period for submission of written comment via mail, email, or fax is held prior to the adoption of the transportation plan or program or to the adoption of amendments to the plan or program. Table 1 indicates which key MPO products have a public comment period, which is 45 days for the Public Participation Plan and generally is 30 days for the other key MPO products. The Policy Committee can decide to extend the public review period. Notice of the public review period will be issued prior to the start of the public comment period by placement of an advertisement in the Casper Star-Tribune newspaper and on the MPO website. In addition, the MPO may advertise notice in other publications and send news releases and media alerts.

The MPO staff shall review all comments received from the public. A record of all comments received for any plan, program, or document shall be kept and filed with the plan/program documents, and a summary of any public comments received shall be presented to the MPO Policy Committee at the time the plan, program, or document is adopted.

Public Meetings, Workshops, and Open Houses

All notices of public meetings, public hearings, and public comment periods for regional plans and programs shall be published in a newspaper of general circulation and on the MPO website a minimum of fifteen (15) days prior to the meeting date. MPO staff shall mail all notices of meetings, public hearings, and public comment periods for regional plans and programs to any other organizations or persons expressing interest. If a special meeting is called, the notice shall be published a minimum of three (3) days prior to the meeting.

The official notice and any press releases shall note the location, time, and date of the meeting or public hearing, length of public review period, length of public comment period, and how to submit comments, and as required by other sections of this plan, the topic(s) of the meeting.

In addition, MPO staff will post notices of the public meetings at key public locations such as Casper City Hall, the Natrona County Public Library, and on local public transit to reach underserved populations.

Staff Availability

MPO staff is available at all public meetings and during regular office hours, ideally by appointment. MPO staff responds promptly to requests for information, and take any comments via email, telephone, fax, or regular mail.

Document Availability

MPO draft and final documents are available for review and comment in the City of Casper Planning Department and the Natrona County Library prior to adoption, on other electronic media (flash drive, CD, etc.), and in paper format by request. See **Appendix E**. This includes the MTIP, the LRTP, the TDP, the PPP, and all studies funded entirely or in part by funds under MPO control. MPO staff shall obtain

copies of the STIP and make them available for public review. The MPO charges a nominal fee for printing documents.

5.1.A – Summary Table of Public Involvement

Section 5.2 – Specific Outreach Tools

Direct Mail

Direct mailings are used to announce upcoming meetings or activities or to provide information to a targeted area or group of people. Direct mailings can be post cards, letters, or flyers. An area may be targeted for a direct mailing because of potential impacts from a project. Groups are targeted that may have an interest in a specific issue. Mailings may announce project-specific meetings, public hearings, workshops, open houses, corridor studies, subarea plans, other planning studies, new publications, special events, or major activities.

Email

Meeting announcements and MPO information is emailed to interested persons that have submitted their email addresses to MPO staff. This email can provide updates or announcements about, project-specific meetings, public hearings, workshops, open houses, corridor studies, subarea plans, other planning studies, new publications, special events, recruitment to the MPO Citizens' Committee, or major activities.

Meetings

There are several different types of public meetings that can be used in the public participation process. These meeting options are as follows:

Informal Meetings with other stakeholders

Informal meetings are meetings the MPO may attend or host with individual stakeholder groups that have particular interest in an activity. These meetings may be in the setting of an existing group unrelated to the MPO. They may also be held in an informal setting, such as a resident's home or a local meeting place. Informal meetings allow interested citizens and local officials to discuss issues and concerns. Staff responsible for the facility receives firsthand information from interested community members, interest groups, and elected officials, while residents have the opportunity to ask questions and explore topics of interest regarding a project in question.

Small group meetings

Meetings with small groups that have an interest in projects such as planning studies are also appropriate. Meetings could be with homeowners or neighborhood groups, civic groups, interest groups, or other groups affected. The meetings generally include a presentation by staff followed by a question/answer period. Staff follows up on questions and comments by responding back to the group and documenting the comments through meeting notes.

Town Hall meetings

This meeting format is more informal than council meetings and provides open communication between the public and members of the representative organization. The main purpose of a town

hall meeting is to develop open communication between the public and those individuals who control the organization or committee.

Public information meetings

The MPO will use the comments received during the comment period as a gauge to indicate whether a public information meeting is needed. The meeting starts with all the stakeholders, such as the decision making agencies and the representative from the member jurisdiction, briefly explaining their role, process, and the essential components of the topic. Then, the meeting is opened for questions and comments from the audience, with staff on hand to provide answers.

Public meetings

Public meetings are different from public hearings. Public hearings are regulatory requirements that provide a formal opportunity for the public to present comments and oral testimony on a proposed agency action. Public meetings, on the other hand, are less formal. There are no formal time limits on statements and the permitting agency and/or the MPO staff, committees, or representatives usually answer questions. The purpose of the meeting is to share information and discuss issues, not to make decisions. Due to their openness and flexibility, public meetings are preferable to hearings as a forum for discussing complex or detailed issues. Public meetings sometimes complement public hearings. Public meetings can be especially useful for allowing discussion before a public hearing. Comments made during a public meeting do not become part of the official administrative record as they do during a hearing. Public Meetings provide two-way communication, with community members asking questions and the permitting agency providing responses.

Newspaper or print advertisements

As with meetings, the newspaper or other print materials allow for several different options when disseminating information for public involvement. Some of these tools include:

Display ads

These ads are used to promote meetings that are not regularly scheduled, such as public workshops for the MTIP, project specific meetings, or public hearings. They are published in the local section of the newspaper to reach a larger audience than those that typically read legal ads.

Legal Notice

Legal notices are the publication of an announcement in a newspaper which has been regularly issued at least once each week for a period of fifty-two (52) consecutive weeks prior to the date of the first publication of such notice or advertisement. Where required, MPO staff will place an advertisement which includes the time, place, and agenda for any regular, special, or emergency meeting, along with contact information.

Newsletters and free publications

Placing a notice in a newsletter distributed by a local government, a civic or community organization, neighborhood association, or in another free publication (a newspaper that highlights local or community activities) is generally an inexpensive way to target a specific audience or

segment of the community. At the same time, some publications may not be appropriate for communicating information about the MPO or its projects. By publishing information through a group that has specific political interest or bias, the MPO may be perceived as endorsing these views. Permitting agencies may want to avoid associations with groups that appear to represent the agency's interests. In any case, the relationship between the MPO and the newsletter or publication should be clear to the public. Local governments, planning commissions, zoning boards, or utilities often distribute regular newsletters. They are often willing to include information about permitting activities. Newsletters distributed by civic, trade, agricultural, religious, or community organizations can also disseminate information to interested readers at low cost. Some segments of the affected community may rely on a free local flyer, magazine, independent or commercial newspaper to share information.

Newspaper advertisements

Traditionally, public notices have often appeared as legal advertisements in the classified section of a newspaper. While this method provides a standard location for the ads, display advertisements (located along with other commercial advertisements) are more likely to reach a larger audience. Display advertisements offer an advantage since they are larger, easier to read, and are more likely to be seen by the casual reader.

Newspaper inserts

Inserts stand out from other newspaper advertisements since they come as a "loose" section of the newspaper (a format often used for glossy advertisements or other solicitations). Using texture or shapes works well to set inserts apart from other text or advertising. They provide a way to reach beyond the most-involved citizens to inform a broader segment of the community.

Open House, Workshop, or Charette

Open House

Open houses are informal meetings in a public location where people can talk to involved officials on a one-on-one basis. The meetings allow residents to ask questions and express their concerns directly to project staff. This type of gathering is helpful in accommodating individual schedules. These techniques can be set up to allow residents to talk with representatives from all interested organizations, find out more about all sides of an issue, and speak with agency officials, staff, representatives, and other groups.

Workshops/Charettes

Workshops are seminars or gatherings of small groups of people, usually between 10 and 30, led by a small number of specialists with technical expertise in a specific area. In workshops, participants typically discuss a specific project or design. Experts may be invited to explain certain aspects of the project. Workshops may help improve public understanding and to prevent or correct misconceptions. Workshops may also identify residents' concerns and encourage public input. Workshops usually include some facilitated activity like a mapping exercise or design development. These are public meetings that are generally open and informal, with information displays, handouts, and project team members interacting with the public on a one-on-one basis. Usually set

up on a drop-in basis, they may include short presentations. These are used for a wide range of MPO activities from general to specific. The purpose is to provide project information to the public and to solicit public comment. An attendance record is kept and attendees are given the opportunity to sign up for the mailing list. Workshops can focus on a single site or topic area. These types of workshops may be by invitation, last up to one full day, and involve a site visit.

Public hearing

These are public meetings used to solicit public comment on a project or issue being considered by the MPO. Hearings provide a formal setting for residents to provide comments to the MPO. They are recorded and transcribed for the record. All the major MPO activities, such as the MTIP and the LRTP, will require a public hearing as part of the adoption process.

Public Service Announcement (PSA) or Press Release

Providing information about public involvement through the news media is another great tool. The following are several methods which can be used for this purpose.

Broadcast announcements and advertisements

Notices for public meetings or other information can be, and sometimes must be, broadcast over radio or another medium. Providing notice via a paid TV advertisement or over a local cable TV station can be an effective way to disseminate information. Paid advertisements can be expensive and may be seen by the public as “taking a side.” This drawback can be eliminated by limiting information to the facts (time, date, and location). Some local access cable TV stations run a text-based community bulletin board, which may provide a useful way to distribute information.

Public Service Announcements

Radio and television stations often broadcast, without charge, a certain number of announcements on behalf of charities, government agencies, and community groups. In particular, they are likely to run announcements of public meetings, events, or other opportunities for the public to participate.

Press releases and Press kits

Press releases are statements that the MPO sends to the news media. They are used to publicize progress or key milestones in the MPO process. Press releases can effectively and quickly disseminate information to large numbers of people. They also may be used to announce public meetings, report the results of public meetings or studies, and describe how resident concerns were considered in the plan or project development. Press kits consist of a packet of relevant information that the MPO distributes to reporters. The press kit should summarize key information about the permitting process or corrective action activities.

Web notice

Web notices can be issued through either a project-specific website or through the MPO website housed through the City of Casper.

Project-specific website

General or project-specific websites offer an opportunity for public input that is flexible and not staff intensive. The general MPO site provides background information about the MPO, its activities, the transportation planning process, and opportunities for the public to become involved. Project-specific websites can be used to display extensive information about individual projects, such as major MPO activities like the LRTP. These sites are used when project information is too extensive to be included on the MPO site. Project websites can contain study area maps, meeting announcements, descriptions of potential alternatives, comment forms, user surveys, and project team contact information. The general MPO site provides links to project sites. The public may provide input through either the MPO website or project specific websites. Websites offer the option of interactive ways to reach the public.

MPO website

The Casper Area MPO website provides basic information about the MPO process, members, meeting times, and contact information. The site includes information about specific products of the MPO, such as an update of the LRTP. MPO documents, such as the Public Participation Plan and the MTIP will also be made available for downloading from the site. The site provides many links to other transportation-related sites. The site is used to promote regular and special meeting, planning studies, publications, and work products.

Chapter 6 – Public Participation Tools

Section 6.1 – Public Participation Tools

Citizens' Committee

A local Citizens' Committee provides an opportunity for gathering input from residents. Elected officials usually appoint the members of this Committee. Typically, the committee meets several times throughout the year, depending on the issues or number of studies taking place at a given time. Their comments and concerns are forwarded to the MPO Technical and Policy committees.

Comment Form

Comment forms are often used to solicit public comment on specific issues presented at a workshop, open house, or other public meeting or hearing. Comment forms can be very general in nature or can ask for very specific feedback. For example, a comment form may ask for comments on specific alignment alternatives considered during a corridor study, or may ask for a person's general feelings about any aspect of transportation. Comment forms can also be included in publications and on websites to solicit input regarding the subject of the publication and/or the format of the publication or website. These are ideal for residents who are intimidated by public speaking at a standard public hearing.

Consultation with agencies

Involving and engaging representatives of public transportation employees, freight shippers, providers of freight transportation services, private providers of transportation, representatives of users of public transportation, representatives of pedestrian walkways and bicycle transportation

facilities, representatives of the disabled, and other interested parties with a reasonable opportunity to comment is an important function given the significance these entities serve in the understanding of transportation issues and opportunities in the region. MPO staff will assemble and maintain a database of names and addresses of interested social and civic groups, neighborhood and community associations, and individuals to assist in the public outreach. The electronic list of names will also serve as a direct mailing list for notification of meetings. Notification of the meetings and documents will be made in a timely manner to provide adequate notice of public meetings and opportunities to comment on the documents. The current list of interested parties is listed in Appendix C. To supplement the database, members of the public will be asked if they would like to be included on the mailing list at each public meeting. Mailing and email addresses will be requested. Email messages and/or post cards will be sent to individuals and groups notifying them of meetings.

Focus group

Focus groups involve an invited group of participants interacting with an experienced moderator for a short time frame. The focus group consists of screened participants, usually selected randomly from a targeted group or groups. Often, the moderator uses the same discussion outline or questions to obtain input from several focus groups, each group targeting a different segment of the community, such as from a particular geographic location or age group. The focus group provides qualitative feedback from the community and offers flexibility for the moderator to probe relevant topics that arise from the discussion. Examples of uses for focus groups include identifying perceptions and misperceptions around issues, and identifying potential problem areas and barriers for particular user groups. Focus groups complement interviews during community assessments or important activities surrounding a project. The MPO may want to consider focus groups to gauge public opinion before controversial activities or processes.

Key person interviews

MPO staff interviews key persons during many planning processes to gain insight into their specializations, needs, and function in making transportation planning/engineering decisions. Key persons can be consulted throughout a planning process, but are typically consulted early on regarding existing conditions information, issues, opportunities, and goals for a given project.

Presentations

MPO staff presents information to the public and interest groups during all its planning processes. MPO staff is available to present about any MPO plan or program upon request.

Public outreach strategy

A public outreach strategy is developed for the update of each specific work product. It includes details, such as location and timing, about the core public involvement tools for the specific update as well as any additional tools (if appropriate and affordable). The public outreach strategy will be tailored to the unique aspects of the process, depending on the geographic scope, scale of the product update (major or minor), the type of projects included, the characteristics of affected communities, and the level of public interest.

Public Participation Plan

A public participation plan, sometimes called a public involvement plan, is an adopted document that directs the MPO regarding the core public involvement tools to use when developing the key MPO products. The purpose of the plan is to provide broad public participation during the development, review, and refinement of regional transportation programs.

Question and Answer session

These sessions make knowledgeable staff available to stakeholders to discuss activities, projects, or issues. Question and answer sessions typically accompany a presentation, briefing, or meeting. Anyone at the event who needs more information will have the opportunity to speak with officials after the event. These sessions can be informal or formal.

Stakeholder and community interviews

These interviews are informal, face-to-face or telephone interviews held with local residents, elected officials, community groups, and other individuals to acquire information on citizen concerns and attitudes about a study. The interviews may be conducted by facility staff, the citizens' advisory committee, or other volunteers. Interviews can play an important role in the community assessment, which usually takes place at the beginning of a process or project. Interviews will not be necessary in every situation. They are particularly helpful in situations where there is perceived controversial issues or there is potential to receive high levels of public interest. This method allows the MPO, related agencies, and public interest groups to tailor regulatory requirements and additional activities to fit the needs of particular areas. Information obtained through these interviews is typically used to assess the community's concerns and information needs and to prepare a public participation plan, which outlines a community-specific strategy for responding to the concerns identified in the interview process.

Surveys, Questionnaires, and Telephone Polls

Surveys are used when very specific input from the public is desired. A survey can be used to ask very specific questions or a broad general set of questions. Surveys are also used to gather technical data during corridor and planning studies. A survey can also be used to measure public awareness about transportation choices. Other uses for surveys include gathering information about daily travel patterns, gathering input on proposed strategies or alternatives, and asking the public about the best way to involve them in transportation planning. Surveys may be oral or written, used in person or by mail, and distributed either to specific segments of the community or to representative samples. Informal surveys can be a short questionnaire on the comment sheet, verbal at the sign-up table, or even asking meeting attendees a few questions to gauge the group's sentiment on an issue.

Task force

The task force is comprised of invited participants with a high level of knowledge about transportation planning and a willingness to commit to what is usually an extended meeting or series of meetings. The work of the task force is in depth and often technical in nature, such as identifying and evaluating strategies for achieving the goals and objectives of a specific plan,

providing input on ways to reduce demand on the transportation system, and evaluating strategies for urban development that reduce the need to rely on the automobile. The task force requires a high level of involvement on the part of both participants and staff, but provides more extensive and in-depth input than possible with outreach techniques that target the general public.

Visual preference survey

The visual preference survey involves many residents in a unique, interactive manner. Participants rate images of development and facilities based on their initial reaction. A primary goal of this technique is to offer “regular citizens” a way to participate by evaluating the desirable and undesirable physical, visual, and spatial features of transportation systems and development. A questionnaire obtains a demographic profile of the participants. Participation can be through a slide show or PowerPoint presentation at viewing events, social media, or cable television.

Section 6.2 – Information Tools

Database and distribution lists

MPO staff will maintain a master database of all contacts, both business and public, on a continuous basis. The database includes committee membership, mailing information, phone and fax numbers, and email addresses. Mailing lists are both important databases and essential communication tools. Mailing lists ensure that concerned community members receive relevant information. The database is used for maintaining up-to-date committee membership lists, interested parties, interest groups, homeowner’s association contacts, and the newsletter mailing list. Mailing lists typically include concerned residents, elected officials, appropriate federal, state, and local government contacts, local media, organized environmental groups, civic, religious and community organizations, facility employees, and local businesses. The database will be used to establish and maintain a list of email contacts for meeting notification and announcements. The database is used to enhance other public involvement activities.

Door to Door Canvassing

Canvassing is a way to collect and distribute information by calling on community members individually and directly. Public interest groups have long used such techniques, and they also may be useful for MPO staff as a way to gauge public interest during the community assessment stage. The MPO may consider using this tool to interact with the community in situations where public interest is very high or in other situations where direct contact with residents is essential. During these interactions, canvassers can field questions about activities, discuss concerns, and provide fact sheets or other materials. Some residents may want to find out more about the activity by signing up for mailing lists or by attending an upcoming event.

Exhibits, displays, signs, posters, and bulletin boards

A variety of exhibits and displays can provide general information, such as introducing a large project. Locations for the displays include community workshops, public locations, open houses, and similar events designed to attract the public. Signs can be a useful means of public notice, especially for residents and neighbors of the facility or planned facility. A sign on the site should be

large enough so that passers-by, whether on foot or in a vehicle, can read it. Another option is to place posters or bulletins on community bulletin boards where people are likely to see them. The signs should contain the same information as a written or broadcast notice.

Fact sheets or brochures

Fact sheets, infographics, or brochures provide summary information regarding MPO policy, process, programs, and projects. Fact sheets can be distributed at public meetings, on the MPO website, at grocery stores, and in public places such as libraries and community centers. Individuals and interest groups can request fact sheets directly from the MPO staff office or download them from the MPO website if posted. The fact sheet, infographic, or brochure should be public-friendly, i.e., brief, easy to read and understand, written for the eighth grade reading level, use direct language free of acronyms and jargon, and include liberal use of graphics to help deliver the message.

Information repository

An information repository is a collection of documents related to an activity, program, or corrective action. A repository can take information readily available to people who are interested in learning about MPO activities in their community in greater detail. The MPO website is a good resource for storing detailed information in an organized manner. Staff will maintain a log of all previous studies, including tagged references, available on the website. Visitors at the website can request studies based on their reference number, and an electronic copy of that study will be sent to the requestor.

Logo

A logo representing the MPO will identify products and publications of the MPO. A logo helps the public become familiar with the different activities of the MPO by providing a means of recognizing MPO products. The logo should be used on all materials, including those developed by consultants working on MPO sponsored projects.

Newsletter

Newsletters, either hard copy or in electronic version, can be used for ongoing communication or for an as-needed project-specific basis. Distribution can be general or targeted. The general mailing list includes all interest parties, agencies, media, and individuals. Targeted mailings are usually sent to residents, businesses, and property owners in the area impacted by a particular party. Residents are added to the general distribution list by their own request. Opportunities to request being added to the list occur during public meetings hosted by the MPO, on the MPO website, and when residents contact MPO staff. Each issue of the newsletter includes staff contact information, upcoming meeting schedules, the MPO website address, project highlights, and current planning or project status reports. The newsletter can be used to highlight major MPO projects or activities, such as the adoption of project priorities, and report information regarding significant transportation issues, MPO awards and other one-time activities. The newsletter can be used to inform the public of upcoming special meetings, alternatives being proposed in the area, planning studies, publications, and work products. When MPO or project-specific newsletters are not used, articles may be prepared for publication in other newsletters produced by municipalities,

neighborhood groups, homeowner associations, church groups, civic groups, or others that may have an interest in the project. These articles are subject to the publication dates and space restrictions of the individual publishers.

Response to comments

Often called a Comments and Response Summary, this responds to the comments received during a formal public comment period. This document includes staff recommendation to decision makers for changing the draft project or document in response to the comment, and the reason for those changes. The response to comments briefly describes and responds to all significant comments that were received during the public comment period. The response to comments should be written in a clear and understandable style so that it is easy for the community to understand the reasons for the final decision and how public comments were considered.

Telephone networks, phone trees, or automated phone messages

This method provides an inexpensive, yet personal, manner of spreading information. The lead agency, facility, or organization calls the first list of people who, in turn, are responsible for calling an additional number of interested people. Phone trees are a good way to provide back up plans or reminders while reducing the number of calls made by individual staff members. As an alternative to calling the first tier, the lead agency, facility, or organization may want to distribute a short written notice. Using an automated phone message system is another alternative.

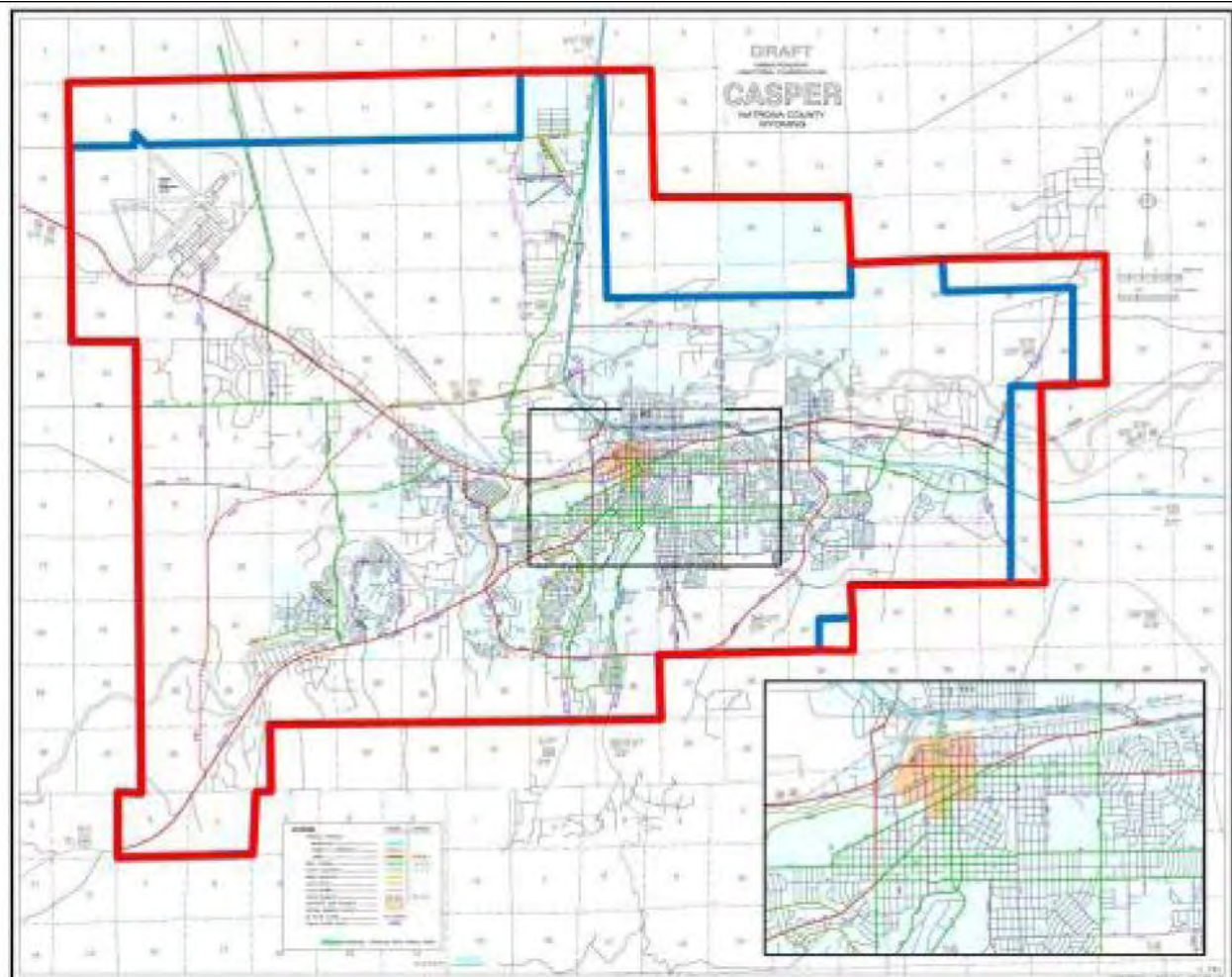
Presentations, videos, PowerPoint, and Prezi

Visual presentations can be used as informational tools and to document public involvement events. They help improve public understanding of the issues associated with a permitting or corrective action. They can be broadcast on public television channels, shown at events, loaded onto a website, and used for a presentation to public officials. These graphic tools are an effective way to stretch staff resources in making presentations and help generate interest in the topic.

Unsolicited information and office visits

Information may arrive in the form of unsolicited phone calls, letters, and meetings. While this type of information is not always asked for, it can be helpful. Resident stakeholders may want to visit the agency's office or the facility itself. In this situation, the visiting stakeholders will want to meet with the person who works most directly with their concerns.

Appendix A – Casper Area MPO Boundary Map



Appendix B – Casper Area MPO Contact Information

Mail: Supervisor
Casper Area Metropolitan Planning Organization
200 North David Street
Casper, WY 82061

Phone: (307) 235-8255

Fax: (307) 235-8362

Email: anelson@cityofcasperwy.com

Website: www.casperwy.gov

Appendix C – Interested Parties List

Name	Address	Phone	Email
Chamber of Commerce	500 N Center St, Casper, WY 82601	307-234-5311	
Casper Area Economic Development Alliance	300 So. Wolcott St., Suite 300, Casper, WY 82601	307-577-7011	bill@caeda.net noelle@caeda.net
Downtown Development Authority	109 W 2nd St, Casper, WY 82601	307-235-6710	ceo@downtowncasper.com
WYDOT District 2	900 Bryan Stock Trail, Casper, WY 82601	307-473-3200	
Wyoming Trucking Association	555 North Poplar, Casper, Wyoming 82601	307-234-7082	
Casper/Natrona County Int'l Airport	8500 Airport Parkway, Casper, WY 82604	307-472-6688	glenn@iflycasper.com
Wyoming Independent Living	305 W First Street Casper, WY 82601	307-266-6956	bthomas@wilr.org
Casper Area Transportation Coalition	1715 East 4 th Street, Casper, WY 82601	307-237-4287	marge@catchbus.com
Natrona County School District	970 North Glenn Road, Casper, WY 82601	307-253-5200	kelly_eastes@natronaschools.org
Natrona County Commission	200 North Center Street, Casper, WY 82601	307-235-9202	nccommissioners@natronacounty-wy.gov
Evansville Public Works	235 Curtis St, Evansville, WY 82636	307-234-6530	
Mills Public Works		307-234-6679	mcoleman@millswy.com
Casper Public Services	200 North David Street, Casper, WY 82601	307-235-8400	abeamer@cityofcasperwy.com
Town of Bar Nunn	4820 Wardwell Industrial Avenue, Bar Nunn	307-237-7269	townofbarnunn@townofbarnunn.com
Rocky Mountain Power	2840 E. Yellowstone Hwy, Casper WY 82609	307-577-6933	
U.S. Bureau of Land Management	2987 Prospector Drive, Casper, WY 82604	307-261-7600	
Federal Highway Administration	2617 East Lincolnway Ste D, Cheyenne WY 82001	307-772-2101	Wyoming.FHWA@dot.gov
Natrona County Emergency Mgt	200 North Center Street, Casper WY 82601	307-235-9205	ncema@natronacounty-wy.gov

Other unspecified parties which may be interested in MPO projects may include:

- Developers
- Directly affected public
- General public
- Human Service agencies
- Non-English speaking public
- Users of public transportation services
- Traditionally underrepresented communities

Appendix D – Locations for Review of MPO Documents

City of Casper Community Development Department
200 North David Street
Casper, WY 82601

Natrona County Public Library
307 East 2nd Street
Casper, WY 82601

Appendix E – Glossary of Acronyms and Definitions

Acronyms

3-C	Continuing, comprehensive, and cooperative planning process
3R	Resurfacing, restoring, and rehabilitating
AAA	American Automobile Association
AASHO	American Association of State Highway Officials
AASHTO	American Association of State Highway & Transportation Officials
ADA	Americans with Disabilities Act
ADT	Average Daily Traffic
AMPO	Association of Metropolitan Planning Organizations
APA	American Planning Association
APTA	American Public Transportation Association
BMS	Bridge Management System
BRT	Bus Rapid Transit
BTS	Bureau of Transportation Statistics
CAA	Clean Air Act
CAAA	Clean Air Act Amendments
CATPP	Casper Area Transportation Planning Process
CFR	Code of Federal Regulations
CIP	Capital Improvement Program
CMAQ	Congestion Mitigation and Air Quality Program
CMS	Congestion Management System
COG	Council of Governments
DEIS	Draft Environment Impact Statement
DEQ	Department of Environmental Quality
DOT	Department of Transportation
EEO	Equal Employment Opportunity
EIS	Environmental Impact Statement
EJ	Environmental Justice
EPA	Environmental Protection Agency
FAA	Federal Aviation Administration
FEIS	Final Environmental Impact Statement
FHWA	Federal Highway Administration
FRA	Federal Railroad Administration
FTA	Federal Transit Administration
FY	Fiscal Year
GIS	Geographic Information System
GPS	Global Positioning System
HCM	Highway Capacity Manual
HOW	High Occupancy Vehicle

HRB	Highway Research Board
HSR	High Speed Rail
IFB	Invitation for Bid, or sealed bid
I/M	Inspection and Maintenance
ICC	Interstate Commerce Commission
HIS	Interstate Highway System
IM	Interstate Maintenance
ITS	Intelligent Transportation Systems
IVHS	Intelligent Vehicle Highway Systems
JARC	Job Access and Reverse Commute
LCDC	Land Conservation and Development Commission
LOS	Level of Service
LRT	Light Rail Transit
L RTP	Long Range Transportation Plan (see MTP)
MAP-21	Moving Ahead for Progress in the 21 st Century
MIS	Major Investment Study
MOA	Memorandum of Agreement
MOU	Memorandum of Understanding
MPC	Metropolitan Policy Committee
MPO	Metropolitan Planning Organization
MSA	Metropolitan Statistical Area
MTP	Metropolitan Transportation Plan (see LRTP)
MTIP	Metropolitan Transportation Improvement Program
MUTCD	Manual on Uniform Traffic Control Devices
NAA	Non-attainment Area
NAAQS	National Ambient Air Quality Standards
NEPA	National Environmental Policy Act of 1969
NHS	National Highway System
NHTSA	National Highway Traffic Safety Administration
PCR	Pavement Condition Rating
PE	Preliminary Engineering
PL	Planning Funds
PMS	Pavement Management System
POP	Program of Projects
PPM	Policy and Procedure Memorandum
PS&E	Plans, Specifications, and Estimates
RFP	Request for Proposal
RFQ	Request for Qualifications
ROW	Right of Way
RR	Railroad
RTP	Regional Transportation Plan
SDC	System Development Change

SHTF	State Highway Trust Fund
SIB	State Infrastructure Bank
SIP	State Implementation Plan
SOV	Single Occupancy Vehicle
SPR	State Planning and Research funds
STA	Special Transportation Area
STIP	State Transportation Improvement Program
STP	Surface Transportation Program
STPP	Surface Transportation Policy Project
TAC	Technical Advisory Committee
TAZ	Traffic Analysis Zone
TCM	Transportation Control Measure
TDM	Transportation Demand Management
TDP	Transit Development Plan
TIP	Transportation Improvement Program
TMA	Transportation Management Area
TMSF	Transportation Management System Fee
TO	Transportation Options
TOD	Transit Oriented Development
TPC	Transportation Planning Committee
TPR	Transportation Planning Rule
TRB	Transportation Research Board
TSI	Transportation System Improvements
TSM	Transportation System Management
TSP	Transportation System Plan
TUF	Transportation Utility Fee
UGB	Urban Growth Boundary
UPWP	Unified Planning Work Program
V/C	Volume to Capacity
VMT	Vehicle Miles Traveled
VPD	Vehicles per Day
WYDOT	Wyoming Department of Transportation

Equity Analysis (Construction Projects)

CATC has not engaged in any project requiring land acquisition and/or displacement of persons from their residences or businesses during this reporting period, nor has any plans to do so. As standard policy, CATC integrates environmental justice analysis into any NEPA documentation required in connection with any construction projects. Those involving categorical exclusions are submitted to the FTA and include a section on community disruption and environmental justice. CATC policy and reporting integrates the following into environmental assessments or impact statements:

- Description of low-income and minority population within the area affected by the project, and description of the method used to identify the population;
- Discussion of adverse effects of the project during and after construction;
- Discussion of positive effects;
- Description of mitigation and environmental enhancement actions incorporated into the project to address any adverse effects of a construction project;
- Discussion of remaining effects and, if any, why further mitigation is not proposed;
- A comparison of mitigation and environmental enhancement actions that affect predominately low-income and minority areas with mitigation implemented in predominately low-income and minority areas.

CATC Policy on Disparate Impact

The requirement for this policy comes from Federal Transit Administration (FTA) Circular 4702.1B, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients" which became effective October 1, 2012. The Circular requires any FTA recipient that operates 50 or more fixed route vehicles in peak service and serving a population of 200,000 or greater to evaluate any fare change and any major service change at the planning and programming stages to determine whether those changes have a discriminatory impact. Even though at this time CATC does not meet the size criteria specified for this policy, CATC is committed to ensuring that changes made to transit services do not have disparate impacts on any citizens or neighborhoods within the CATC service area.

The purpose of this policy is to establish a threshold which identifies when adverse effects of a major service change or any fare change are borne disproportionately by minority populations.

A disparate impact occurs when the minority population adversely affected by a fare or service change is ten percent more than the average minority population of the CATC service area.

Disparate impacts on routes with either span of service changes and/or frequency changes will be determined by analyzing all routes with such changes together. Disparate impacts on routes with segment elimination, re-routing, or route elimination will be determined on a route by route basis.

If CATC finds a potential disparate impact, the agency will take steps to avoid, minimize or mitigate impacts then reanalyze the modified service plan to determine whether the impacts were removed. If CATC chooses not to alter the proposed changes, the agency may implement the service or fare change if there is substantial legitimate justification for the change AND the agency can show that there are no alternatives that would have less of an impact on the minority population and would still accomplish the agency's legitimate program goals.

Casper Area Transportation Coalition (CATC / The Bus) Service and Facility Guidelines

Purpose of Transit Guidelines and Standards

Many public transit agencies implement guidelines and standards to guide transit service development, design, and provision. Service design guidelines identify methods, procedures, and criteria for designing, evaluating, and adjusting the performance of fixed-route public transit services. They act as tools for maximizing the overall usefulness of the public transportation system for customers, ensuring consistency of the route structure, and providing consistent criteria for establishment of service levels.

Guidelines differ from standards in that guidelines tend to be more flexible in nature. A standard on the other hand is a firmer measure used as a basis for judgment or comparison.

Guiding Factors for CATC Service and Facility Development

CATC guidance for service and facility development comes from many sources including historical agency guidelines, published industry best practices, and application of professional knowledge and judgment. For the purposes of this discussion, service and facility guidelines standards are considered for those elements of CATC's system which are not already specifically guided by federal, state or local laws or regulations, which themselves may direct or define CATC services.

CATC has at different points in time identified service guidelines to provide direction for tracking performance, evaluating service changes and identifying services not meeting the desired levels of performance as well as identifying design guidelines for facility development. Given the evolution of CATC's transit system and the ongoing evolution of best practices across the transit industry, some previously-identified guidelines are no longer relevant. Consequently, there is no one document that CATC points to as the basis for service and facility development decisions but rather decision-making rests upon a variety of sources. These sources include planner knowledge and experience, adaptations of previously identified guidelines, national research by industry experts such as the Transportation Research Board, and review of service and facility guidelines used by other agencies.

Examples of Service and Facility Guidelines

There are certain guidelines that CATC uses regularly and which affect various aspects of CATC's service design, delivery and system management investments. Some guidelines suggest best practices for service design, methods of evaluating service quality or to identify thresholds at which service or facility investments should be made. For example:

- *Service Quality – Overloads*: A route is defined as overloaded when it is at or above 1.2 times seated capacity or at 1.1 times seated capacity with passengers standing for 20 minutes or longer
- *Service Quality – Schedule adherence*: A route is defined as on-time if it is less 5 minutes late and never arrives early. CATC targets to achieve an 85 percent on-time rate.
- *Service Design – Deviation*: Routings should only deviate from a more direct pathway where the number of riders boarding/alighting on deviation offsets the number of minutes lost for through riders.
- *Facility Investment – Threshold for installation of a shelter*: 20 or more riders per day in Casper, 15 or more outside of Casper.

General service planning principles and samples of service guidelines to help document the basis for decision-making is included in Appendix A.

Service Evaluation Guidelines

CATC has established service evaluation guidelines for regular assessment of the performance of all routes. The evaluation process is intended to provide clear, consistent information about the performance of individual transit services to aid planners and decision-makers in developing service changes. The intent of the process was to identify very successful services as well as unsuccessful ones, utilize simple evaluation criteria to improve the consistency of use, and define performance thresholds that reflect unique performance aspects of different markets and types of service.

The service evaluation guidelines are applied in the annual Route Performance Report, which assesses service performance of all regular service. Performance assessment is based on comparison to other members of the same group of routes and routes are grouped by subarea and time period for similarity in operating conditions. Thresholds for “strong” and “below average” performance are determined for each subarea and time-period group, based on average route performance in each group.

The Route Performance report focuses on four measures: riders per revenue hour, fare revenue to operating expense ratio, passenger miles per revenue hour and passenger miles divided by platform miles.

Principles for Developing New Guidelines and Measures

General principles identified as part of CATC’s service evaluation update process state that guidelines should:

- 1) Be simple to use and understand by a wide audience
- 2) Rely on criteria that are measurable and methods that are quantifiable to ensure consistent application over time
- 3) Require all services to meet minimum expectations at some point so that limited public resources can be responsibly and efficiently targeted
- 4) Clearly delineate actions stemming from both poor and strong performance
- 5) Provide more than one chance for a service to demonstrate performance but limit the amount of time a service has to perform before resources are reallocated (i.e. poor performers cannot continue forever)

Published Industry Research and Best Practices

Published research is a valuable source of information and guidance, for both service design and facility design. Some of the specific documents used by CATC include:

- Transportation Research Board (TRB) Transit Cooperative Research Program (TCRP) Report 100: *Transit Capacity and Service Quality Manual*
- Transportation Research Board (TRB) Transit Cooperative Research Project (TCRP) Report 19: *Guidelines for the Location and Design of Bus Stops*
- Transportation Research Board (TRB) Transit Cooperative Research Program (TCRP) Report 95: Chapter 9: *Transit Scheduling and Frequency*
- Transportation Research Board (TRB) Transit Cooperative Research Program (TCRP) Report 95: Chapter 10: *Bus Routing and Coverage*.

Other Agency Guidelines, Standards and Practices

Additionally, planners often review practices of other agencies. Appendix B includes a more detailed description of some of the other agency guidelines currently in use.

Overview of Possible Factors Addressed By Guidelines

Service and facility guidelines can play a role in helping an agency meet its goals and objectives by providing flexible performance targets. Therefore, it is important that an agency select guidelines that correspond with their performance goals and targets.

This section is designed to provide an overview of quality of service measures and guidelines included in the TCRP *Transit Capacity and Quality of Service Manual* and a briefing of current service guideline practices of other transit agencies.

Land Use

Land use affects the level and nature of travel demand, and therefore influences transit service levels. Where employment centers and high density development exist, there is a greater opportunity for a greater transit market, given that other attributes present in the area are transit supportive. On the national scale, a ten percent increase in population density has been shown to correspond with a five percent increase in transit boardings.

CATC serves a mix of areas including neighborhoods and commercial centers. Residential densities in neighborhoods in the City vary greatly and these differences offer unique challenges to transit service that affects decisions made about service frequency and service coverage. Land use and development patterns also affect accessibility to transit. To make transit service more attractive and to enhance service levels, areas served with transit service must also provide accessibility to pedestrians.

Access to Transit

Access to a transit stop or transit center is a critical point in connecting citizens with transit service. Best practices suggest that a quarter mile is the farthest transit agencies should expect passengers to walk to buses. CATC attempts to locate bus stops so that customers walk no more than a quarter of a mile to access a bus stop. There are multiple components to transit

accessibility that include not only walking distance, but factors such as street design and pedestrian pathways.

Street designs, pedestrian crossings, weather and topography also affect pedestrian accessibility and willingness to walk. When streets are designed to provide more direct access for pedestrians to transit routes and neighborhood amenities, this may encourage more people to travel via alternative modes. Wide and busy streets can discourage pedestrian travel, so the provision of signalized crossings in such areas makes pedestrian travel friendlier. The difficulty pedestrians have crossing the street can be expressed by the amount of delay they experience when crossing the street. Pedestrians become impatient when their wait exceeds 30 seconds and display risk-taking behaviors such as jay-walking or running across the street. For transit providers, locating transit stops where there are designated pedestrian crossings and adequate pedestrian amenities can help encourage further use of the transit system. TCRP's *Manual* suggests pedestrian access be measured through pedestrian level of service (LOS), which could be measured by determining traffic volumes, facility type, and amount of separation between pedestrians and traffic in the vicinity of a transit stop.

Service Quality Factors

Aside from factors that affect actual service provision, there are additional components of service that impact service quality and ultimately, transit system performance. These areas including service frequency, on-time performance and travel time can serve as both performance measurements and service guideline areas for transit agencies to consider.

Service Frequency

Service frequency is important to attracting more transit riders. Service frequency determines how often a user can access the transit mode available, provided it is during the time and destined for the place the user wishes to travel. TCRP Report 100 identifies average headway as the commonly used service measure for frequency. With more frequent service, transit users have more flexibility in selecting travel times and shorter waits when a bus is missed or the schedule is unknown. Increased service frequencies can make transit a more attractive form of travel. Many transit agencies have implemented policy headways, which specify the frequency in minutes that a type of transit service operates. Policy headways are considered a guideline that provides a minimum requirement for different types of service including express, local and commuter services.

On-Time Performance

On-time performance is the commonly used measure for service reliability, which is tied to service frequency. If the service is scheduled for arrival every 20 minutes, but arrives late, it impacts both the frequency and reliability of the service. CATC employs on-time performance as a measure to manage transit route performance. The TCRP Manual identifies "on-time" as a vehicle being 0 to 5 minutes late, with early departures not considered to be on-time. Transit vehicles running early can be a significant contributor to low on-time performance. On-time performance is particularly valuable to measure vehicles with less frequent service while headway adherence may be a better measure to determine reliability on transit service operating at headways of 15 minutes or less. Headways are an important guideline in service

reliability because vehicles that do not adhere to headways can cause longer wait times for passengers and a stacking of transit vehicles, leading to a decline in the efficiency of the service.

Travel Times

Travel times for commuters are also a consideration in thinking about service guidelines. Total trip time for transit users includes travel time to the transit stop, wait time for the transit vehicle, on-board travel time and any additional transfer or walking time to their final destination. Passengers perceive travel times differently during portions of their trip. Travelers tend to value waiting and walking time to transit higher than in-vehicle time. Transfers further impose a perceived cost on riders. From the perception of a transit user, transfer wait time costs tend to be greatest during the first few minutes and decline as waiting duration increases. When passengers have to transfer, it is estimated that the penalty is 5-15 minutes of in-vehicle time. There are means to reduce perceived travel times through increased comfort, improvements in walking conditions, reduced waiting times and increases in speed and reliability of a service.

Passenger Loads

Transit can become less attractive for passengers when they encounter crowded vehicles. Crowded transit vehicles can deter users while also slowing down transit operations. The degree of passenger crowding, can be measured by load factor. CATC regularly monitors the load factor on route trips through available data and with a load factor of 1.0, meaning that there are an equal number of seats and passengers on that trip at its maximum load point. Passenger loads and service frequencies interact, with higher boarding volumes and higher frequency, passengers can be assured that their waiting time will be minimal for the next bus.

Use of Guidelines

- **Tie Between Guidelines and Performance Measures** - Many agencies develop guidelines to help guide and evaluate service. There tends to be a close linkage between service standards or guidelines, and agency performance measures.
- **Guidelines as One Component of an Evaluation System** – Established guidelines are one component of an evaluation system which sets expectations for route or system performance, they are not used in isolation to discontinue poorly performing routes. Services that consistently perform poorly are subject to monitoring, review and possible action to modify or improve it. Poor performing services will be put on probation and evaluated on a continual basis. If efficiency becomes even more urgent in the context of global warming and rising operating costs, CATC may need to consider applying the route performance thresholds and other service evaluation in a more aggressive manner.

Issues for Discussion

Many transit agencies have developed guidelines to help track and evaluate performance. Published guidelines or standards can help provide a basis for planners to make difficult decisions when balancing service quality with efficiency. Identified guidelines can assist policymakers and stakeholders in judging whether an agency's actions are consistent and based

on established criteria. They can also help ensure consistency across service, service types and facilities. As CATC's system evolves due to initiatives such as the Transit Study and fluctuations in the transit market there may be value in updating guidelines to better reflect and guide CATC's service and facility development. In addition, it may be important to establish guidelines to help respond to the emerging issues of climate change, fuel shortages, and increasing demand for transit which suggest that new, innovative approaches to service delivery may be needed to meet demand.

- 1) A "standard" typically establishes a direct link between identified criteria and specific actions, providing consistency but lacking flexibility. Where does CATC need standards?**
- 2) A "guideline" typically establishes an indirect link between identified criteria and specific actions, providing flexibility and opportunity for the application of professional and political judgment to dynamic situations and conditions. Where does CATC need guidelines?**
- 3) Where should CATC use the emerging best practices and industry standards?**
- 4) Should CATC's guidelines be compiled in a single document including annotations of industry documents and sources defining best practices or regulations?**
- 5) What is the right balance between detailed guidelines and simplicity?**

Casper Area Transportation Coalition (CATC) Distribution of Transit Amenities

Transit amenities for the CATC system include, but are not limited to, bus stops, benches, shelters, bike racks, transit centers, schedules, system maps, intelligent transportation systems, and language proficiency measures. CATC has a fixed bus stop program.

Bus Stops

CATC's service standard is to provide, at a minimum, landing pads at all bus stops. Where funding and right-of-way allow, CATC will also improve sidewalks and pedestrian ramps. CATC conducts an analysis of all current bus stops using the following factors to prioritize which bus stops should receive enhancements and to determine what enhancements to implement:

- 1) Stop usage
- 2) Number of routes serving a stop
- 3) Existing condition of stop
- 4) Need to acquire right-of-way (ROW) to make necessary improvements
- 5) Improvements already planned by local and state jurisdictions
- 6) Density of elderly population in area
- 7) Density of low income population in area
- 8) Density of minority population in area
- 9) Nearby destinations
- 10) Walkability to the bus stop
- 11) Pedestrian safety concerns

Stops serving elderly, low income, and minority origins and destinations are weighted higher, therefore, they receive a higher priority. CATC will utilize these analyses to evaluate modifications to the transit amenities at the fixed stops. CATC will use federal transit funds to complete this work.

Benches

The CATC service standard is to have a bench at every stop that has enough right-of-way (ROW) to allow for a bench. If a specific need is identified by drivers or customer comments, based on the stop usage or demographics of the population using a stop, CATC may install a bench at a particular stop.

The locations will be compared against the minority/nonminority and low income/ non low-income routes.

Casper Area Transportation Coalition (CATC) Transit Vehicle Assignment Policy

All Casper Area Transportation Coalition (CATC) vehicles are of similar capacity and CATC's revenue service vehicle fleet is 100% accessible to individuals with disabilities. Our City takes great pride in its vehicle maintenance record and fleet availability is at or above 90% at all times. For these reasons, no vehicle assignment will ever have any disparate impacts on services.

Sub-Appendix G-a.: Sample Guidelines for Transit Service Design

The following sample guidelines for transit service design represent some common service planning principles used by CATC. They have been adapted from CATC's documents, national industry research and service guidelines used by other transit agencies.

Coverage: The closeness of a transit route to a person's origin or destination is a key factor in choosing to use transit. A suggested standard for bus route spacing is approximately every 0.5 mile in urban, higher density areas, and every 1.0 mile in lower density areas. Closer spacing may be justified where the nature of the terrain discourages pedestrian travel. Adequate and well-maintained sidewalks along with good street lighting encourage transit use. One-quarter mile in flat terrain is the accepted standard for walking access to bus transit; some studies suggest pedestrians will walk greater distances to access more frequent service. General-purpose dial-a-ride service that has flexible routing can be used to expand the coverage of fixed-route service where demand levels, topography, or poor street connectivity restrict fixed-route coverage.

Route travel time: Both absolute travel time and transit travel time in relation to competing modes are factors that influence the choice to use transit. Total transit travel time is influenced by route length, route spacing, service frequency and distance between stops, posted speed limits, traffic congestion, signal timing, and the fare-collection system. Transit routes should be designed to be as short as possible to serve their markets. A maximum travel time of 60 minutes per one-way trip is highly desirable to maximize productivity and maintain acceptable schedule reliability in mixed-traffic conditions.

Directness of travel: Circuitous transit routings are not attractive because they lengthen transit travel times to be more unfavorable in relation to automobile travel. Transit travel times should be no more than 20-25% longer than comparable trips by automobile. As a general rule, bus routes should not serve off-route stops where a significant number of through riders would be delayed. Service should be provided in both directions on the same street wherever possible to maximize customer convenience and service effectiveness. One-way routes, loops, and snakes" should be avoided when designing bus routes except where required by street configurations or route terminals, since they increase travel times for through riders.

Level of service: The level of service for a bus route can be defined in terms of either the number of trips per hour past a given point, or the frequency in minutes (also called headway") between bus trips. The two definitions are not necessarily the same for the customer. For example, a route could operate four trips per hour, but not an even 15-minute frequency, if the trips are not scheduled evenly. Service frequency is also an important measure of convenience for transit riders. Either levels of demand for service or policy determine how often transit service operates. "Policy headways" are a quality control tool used by some transit agencies to specify certain service frequencies that maximize customer attraction while meeting a minimum standard of effectiveness. Frequencies of every 30 minutes during weekday rush hours and every 60 minutes during other times are considered minimum thresholds for effective fixed-route service in urban areas.

Span of service: The number of hours per day when transit service is provided along a route, segment of route, or between two locations also plays a role along with frequency and coverage in determining the availability of transit service to potential users. Transit service

must be available near the time a trip needs to be made in order for transit to be a travel option. Ideally, transit service should operate according to the standard time periods specified (peak rush hours, midday, evening, etc.) to minimize customer uncertainty. Minimum frequencies, or “policy headways,” can be set by type of route and time period.

Load standards: Load standards are thresholds of the ratio of passengers on board to seats available. Historically, CATC’s guidelines provided everyone a seat during nonpeak periods and tolerated standees for no longer than 20 minutes during weekday peak hours.

CATC’s identified *Transportation Service Guidelines* gave the highest priority to alleviating peak loads greater than 1.2, load factors between 1.1 and 1.2 where passengers are standing 20 minutes or longer, and loads between 1.0 and 1.2 during non-peak periods. Peak trips with load factors between 1.0 and 1.2 are the second priority. A full seated load would have a load factor of 1.0. Today, CATC attempts to address any load where passengers are standing 20 minutes or longer, and any passenger load exceeding a 1.2 average load factor on fixed routes.

Route duplication: Operation of more than one route on the same street should be avoided when the routes serve common destinations, except for streets approaching a downtown or urban center, transit center, or park-and-ride facility.

Transfers: Requiring transfers between routes can add to a rider’s total trip time by transit, but can provide increased choice of destinations accessible by transit. Waiting times for changing from one route to another can be minimized by providing frequent service on one or several routes, or by coordinating schedules at certain locations such as transit centers, park-and-ride facilities, or key intersections. One form of schedule coordination is called “timed transfer,” where routes arrive and leave at the same time, with at least a five-minute wait. These recurring waits are known as “pulses.” Routes sometimes can be scheduled to arrive a certain number of minutes before or after the service to which they are connecting. Other, more limited forms of coordination are also used, such as scheduling connections in the predominant direction of travel. Scheduling for timed connections sometimes requires additional buses and service hours.

Turnbacks: On longer transit routes, a turnback (sometimes called a “shortline”) might be used where passenger loads decline sharply, or where ridership cannot justify a higher service frequency. Turnbacks tend to be more common on higher frequency routes operating every 15 minutes or more often, where the potential savings in operating cost from not operating the same frequency over the entire route are greater.

Sub-Appendix G-b: Examples of Service and Facility Development Resources

Service Planning and Implementation

TCRP Report 19: *Guidelines for the Location and Design of Bus Stops*

TCRP Report 100: *Transit Capacity and Quality of Service Manual*

TRB's Transit Cooperative Research Program (TCRP) Report 95: Chapter 9 – *Transit Scheduling and Frequency* http://www.trb.org/news/blurb_detail.asp?id=3747

TRB's Transit Cooperative Research Program (TCRP) Report 95: Chapter 10 – *Bus Routing and Coverage*. http://www.trb.org/news/blurb_detail.asp?id=4045

TRB's Transit Cooperative Research Program (TCRP) Report 30: *Transit Scheduling*. http://www.trb.org/news/blurb_detail.asp?id=2617

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King, R. D. (1998). New designs and operating experiences with low-floor buses (TCRP report 41).

Benn, H. P. (1995). Bus route evaluation standards (TCRP Synthesis of Transit Practice 10). Washington DC: Transportation Research Board.

Transit Route Facilities Development Resources

ADA Accessibility Guidelines for Buildings and Facilities, amended August 2005

APTA Standard Bus Procurement Guidelines – June 28, 2002

Sub-Appendix G-c.: Current Guidelines at Casper Area Transit (It should be noted that Casper Area Transit operates only a single mode – Bus):

Load Factors:

	<u>Capacity</u>	<u>Load Factor</u>	<u>Standeers</u>
26-Foot Body on Chassis Bus	16	1.0	0
30-Foot Body on Chassis Bus	26	1.2	5*

***CATC Policy:**

- *Service Quality – Overloads:* A route is defined as overloaded when it is at or above 1.2 times seated capacity or at 1.2 times seated capacity with passengers standing for 20 minutes or longer.

Headway:

- *Route travel time* - Both absolute travel time and transit travel time in relation to competing modes are factors that influence the choice to use transit. Total transit travel time is influenced by route length, route spacing, service frequency and distance between stops, posted speed limits, traffic congestion, signal timing, and the fare-collection system. Transit routes should be designed to be as short as possible to serve their markets. A **maximum travel time** of 60 minutes per one-way trip is highly desirable to maximize productivity and maintain acceptable schedule reliability in mixed-traffic conditions.
- *Level of service* - The level of service for a bus route can be defined in terms of either the number of trips per hour past a given point, or the frequency in minutes (also called headway”) between bus trips. CATC develops route services with frequencies of every 60 minutes.

On-Time Performance:

- *Service Quality – Schedule adherence:* A route is defined as on-time if it is up to 5 minutes late and never early. CATC targets to achieve an 85 percent on-time rate.

Service Availability:

- *Span of Service* – CATC provides services Monday through Friday to all areas during the hours from 6:00 AM to 7:00 PM and Saturday from 7:00 AM to 3:45 PM. On those identified routes, service will be provided at least hourly. Routes are surveyed and evaluated annually to determine the necessity of service expansions and adjustments to schedules are made accordingly based upon these evaluations.

RESOLUTION NO.19-183

A RESOLUTION APPROVING THE CITY OF CASPER'S TITLE VI PROGRAM AS REQUIRED BY THE DEPARTMENT OF TRANSPORTATION FOR FEDERAL TRANSPORTATION ASSISTANCE AND AUTHORIZED BY THE CIVIL RIGHTS ACT OF 1964, 42 U.S.C. § 2000D ET SEQ.

WHEREAS, the Department of Transportation requires every Federal Transit Administration Grantee to have an approved Title VI program; and,

WHEREAS, the City of Casper is a designated Recipient of Federal Transportation Assistance as defined by 49 U.S.C. § 5307(a)(2); and,

WHEREAS, the City of Casper desires to remain a Designated Recipient of the Federal Transit Administration.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the City Manager is authorized to execute and file the Title VI Program on behalf of the City of Casper with the Federal Transit Administration authorized by 42 U.S.C. § 2000d et seq.

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

APPROVED AS TO FORM:

Willie Tremblay

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Charles Powell
Mayor

August 26, 2019

MEMO TO: J. Carter Napier, City Manager *JCN*
FROM: Liz Becher, Community Development Director *LB*
Aaron Kloke, MPO Supervisor *AK*
SUBJECT: Casper Area Wayfinding Master Plan

Meeting Type & Date:

Regular Council Meeting, September 3, 2019

Action Type:

Resolution

Summary:

The motivation for the Casper Area Wayfinding Plan is the desire of the Casper Area to: 1.) Provide attractive and innovative wayfinding signage that meets the needs of residents and visitors of the Casper Area; 2.) Establish a high quality transportation-related brand identity that is cohesive but also reflective of the individual municipalities in the Casper Area; 3.) Promote and enhance key gateways and entrances into the Casper Area. This plan and ultimate designs will lead to the fulfillment of numerous goals and priorities identified in the 2017 Casper Comprehensive Plan: Generation Casper, the 2014 Long Range Transportation Plan, the Casper Area Trails, Path, and Bikeway Master Plan, and I-25 Entryways and Beautification Study. Finally, this Plan will also fulfill Casper City Council Goals of marketing our community, building and maintaining an attractive community, and providing customer service to locals and visitors alike.

The proposed project will include:

1. Incorporation and consideration of key Casper Area municipalities, community assets, and destinations into the geographic scope of the Master Plan.
2. Identification, inventory, and analysis of existing signage and locations.
3. Incorporation of public participation into the design process.
4. Design of framework for sign and wayfinding types for a wide range of users and environments.
5. Provision of construction and installation specifications and guides.
6. Development of implementation and capital plan.

A Request for Proposals (RFP) was released on May 3, 2019. Eight consulting firms responded with proposals by the June 7, 2019 deadline. The project selection committee reviewed firm proposals on June 19, 2019 and selected three consulting firms for a short list. Interviews, via online video conferencing, took place on July 30, 2019 with the three firms. RDG Planning & Design, of Des Moines, IA was ultimately chosen due to their meticulous process, experience in

Wyoming and the region, knowledge of wayfinding and design, and proposed public participation work plan.

Scope development and procurement for this project involved MPO Staff along with volunteer project selection committee members Angela Emery, Platte River Trails Trust; Kevin O'Hearn, Town of Mills; Amanda Scherlin, CACVB; Ruth Heald, MPO Citizens Committee; and Jeff Bond, Historic Preservation Commission. These volunteers gave a combined 35 hours of their time to develop the scope, review proposals, interview candidates, and thoughtfully select the project consultant.

The proposed project is expected to be complete by March 2020, in time for the City's annual capital planning and budgeting process.

Financial Considerations:

Funding for this project comes from the Casper Area Metropolitan Planning Organization (MPO), including federal monies and contributions from member agencies. The Casper Area Metropolitan Planning Organization Policy Committee approved the funding of \$100,000 of MPO Programs and Projects funds from the federal Consolidated Planning Grant for this project on March 14, 2019.

Oversight/Project Responsibility:

Aaron Kloke, MPO Supervisor has been tasked with overseeing this project.

Attachments:

Contract and detailed Scope of Services (Exhibit A)
Resolution

CONTRACT FOR PROFESSIONAL SERVICES

PART I - AGREEMENT

THIS AGREEMENT is entered into on this Twelfth day of August 2019, by and between the City of Casper, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming, 82601 hereinafter referred to as the "Owner," and RDG IA Inc dba RDG Planning & Design, 301 Grand Avenue, Des Moines, Iowa 50309, hereinafter referred to as the "Consultant."

WITNESSETH:

WHEREAS, pursuant to this Agreement, Owner is undertaking professional services for a Casper Area Wayfinding Master Plan, hereinafter referred to as the "Project"; and,

WHEREAS, Owner desires to retain the Consultant to render certain technical and professional services to complete the necessary work for the Project; and,

WHEREAS, Consultant represents that it is prepared to provide such services.

NOW, THEREFORE, in consideration of the covenants and conditions set forth herein the parties agree as follows:

I. SCOPE OF SERVICES:

A. The Consultant agrees to perform all the services hereunder, using reasonable skill and judgment in accordance with sound business and professional standards. The Consultant agrees to keep the Owner thoroughly informed of its progress through monthly written reports. The Consultant shall also maintain accurate records of hours dedicated to each task by each employee relating to its services in connection with this project as required by the Owner to be presented with each request for payment.

B. Subject to the sub-contractor limitations of Part II, Paragraph YY of this Agreement, the Consultant agrees to perform, directly or by association with such other consultants or contractors as it may deem necessary to further the interest of the Owner, the services as set forth in Exhibit "A" (Scope of Services) which is attached hereto and hereby made a part of this Agreement. Minor adjustments in the emphasis and scope of each task may be made by mutual written agreement between the Owner and the Consultant.

II. TIME OF PERFORMANCE:

A. The Consultant agrees to begin work on the Project following receipt of a written notice to proceed from the Owner.

B. The Project shall be completed on or before March 31, 2020.

III. COMPENSATION:

In consideration of the performance of services rendered under this Agreement, the Consultant shall be compensated for services performed in accordance with this Agreement, not to exceed a fee of One Hundred Thousand Dollars (\$100,000). Consultant's hourly rates used as a basis for payment mean salaries and wages (basic and incentive) paid to all Consultant's personnel engaged directly on the Project, including, but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical and business personnel; plus the total cost of customary and statutory benefits, overhead, and fee (profit).

Invoices shall be accepted on a monthly basis for services provided in the prior month. It is understood that Owner will retain ten percent (10%) of total Project cost, or Ten Thousand Dollars (\$10,000) until the Community Development Director provides written notice of final acceptance of the Project.

IV. METHOD OF PAYMENT:

Payment will be made following completion of the terms set forth herein and receipt of an itemized invoice, certified under penalty of perjury, from the Consultant for services rendered in conformance with the Agreement, and following approval by the Casper City Council. The invoice for payment must specify the correct amount due; that the Consultant has performed the services rendered under this Agreement, in conformance with the Agreement, and that it is entitled to receive the amount requested under the terms of the Agreement. Invoices will be payable within forty-five (45) days of receipt.

If amounts owed by the Consultant to the City for any goods, services, licenses, permits or any other items or purpose remain unpaid beyond the City's general credit policy, those amounts may be deducted from the payment being made by the City to the Consultant pursuant to this Agreement.

V. TERMS AND CONDITIONS:

This Agreement is subject to and incorporates the provisions attached hereto as PART II - GENERAL TERMS AND CONDITIONS. The following additional Exhibits, as attached hereto are incorporated herein at this point as if fully set forth as part of this Agreement:

Exhibit A: Scope of Services

Exhibit B: MPO Policy Committee Approval

Exhibit C: Notice to Contractor Compliance with Title VI of the Civil Rights Act of 1984 for Federal Aid Projects

Exhibit D: Certification of Contractor

Exhibit E: Certification of Agent

Exhibit F: Certification of Suspension or Debarment

VI. EXTENT OF AGREEMENT:

This Agreement represents the entire and integrated Agreement between the Owner and the Consultant, and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by the Owner and Consultant with the prior written approval of the Owner.

IN WITNESS WHEREOF, the Owner and the Consultant have executed this Agreement as of the date first above written.

APPROVED AS TO FORM:



ATTEST:

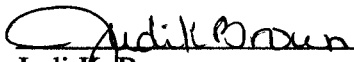
CITY OF CASPER, WYOMING
A Municipal Corporation, as Owner:

Fleur D. Tremel
City Clerk

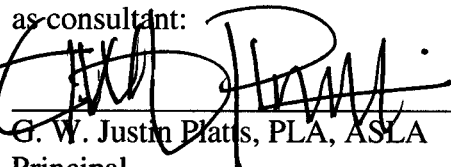
Charles Powell
Mayor

WITNESS:

RDG IA Inc dba RDG Planning & Design
as consultant:



Judi K. Brown



G. W. Justin Platts, PLA, ASLA
Principal

CONTRACT FOR PROFESSIONAL SERVICES
PART II - GENERAL TERMS AND CONDITIONS

- A. **Assumption of Risk.** The Consultant shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to the Consultant's failure to comply with state or federal requirements. Owner shall notify the Consultant of any state or federal determination of noncompliance.
- B. **Conflict of Interest.** Per 2 CFR 200.112, the Consultant must disclose in writing any potential conflict of interest to Owner including financial or other personal interests.
- C. **Environmental Policy Acts.** The Consultant agrees all activities under this Agreement will comply with the Clean Air Act, the Clean Water Act, the National Environmental Policy Act, and other related provisions of federal environmental protection laws, rules or regulations.
- D. **Human Trafficking.** As required by 22 U.S.C. § 7104(g) and 2 CFR Part 175, this Agreement may be terminated without penalty if a private entity that receives funds under this Agreement:
- a. Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
 - b. Procures a commercial sex act during the period of time that the award is in effect;
or
 - c. Uses forced labor in the performance of the award or subawards under the award.
- E. **Kickbacks.** The Consultant certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this Agreement, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Agreement. If Consultant breaches or violates this warranty, the Owner may, at its discretion, terminate this Agreement without liability to the Owner, or deduct from the agreed upon price or consideration, or otherwise recover, the full amount of any gratuity, kickback, commission, percentage, brokerage, or contingency fee.
- F. **Limitations on Lobbying Activities.** By signing this Agreement, the Consultant certifies and agrees that, in accordance with P.L. 101-121, payments made from a federal grant shall not be utilized by the Consultant or its subcontractors in connection with lobbying member(s) of Congress, or any federal agency in connection with the award of a federal grant, contract, cooperative agreement, or loan.

- G. **Mandatory Disclosures.** Per 2 CFR 200.113, the Consultant must disclose, in a timely manner, in writing to the Owner, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting this award. Failure to make required disclosures can result in remedies for noncompliance including suspension or debarment.
- H. **Monitoring Activities.** The Owner shall have the right to monitor all activities related to this Agreement that are performed by the Consultant or its subcontractors. This shall include, but not be limited to, the right to make site inspections at any time and with reasonable notice; to bring experts and consultants on site to examine or evaluate completed work or work in progress; to examine the books, ledgers, documents, papers, and records pertinent to this Agreement; and, to observe personnel in every phase of performance of the related work.
- I. **Nondiscrimination.** The Consultant shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105, *et seq.*), the Americans with Disabilities Act (ADA), 42 U.S.C. § 12101, *et seq.*, and the Age Discrimination Act of 1975 and any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this Agreement.
- J. **No Finder's Fees.** No finder's fee, employment agency fee, or other such fee related to the procurement of this Agreement, shall be paid by either party.
- K. **Publicity.** Any publicity given to the program or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Consultant and related to the services and work to be performed under this Agreement, shall identify the Owner as the sponsoring agency and shall not be released without prior written approval of the Owner.
- L. **Suspension and Debarment.** By signing this Agreement, the Consultant certifies that neither it nor its principals/agents are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction or from receiving federal financial or nonfinancial assistance, nor are any of the participants involved in the execution of this Agreement suspended, debarred, or voluntarily excluded by any federal department or agency in accordance with Executive Order 12549 (Debarment and Suspension), 44 CFR Part 17, or 2 CFR Part 180, or are on the debarred, or otherwise ineligible, vendors lists maintained by the federal government. Further, the Consultant agrees to notify the Owner by certified mail should it or any of its principals/agents become ineligible for payment, debarred, suspended, or voluntarily excluded from receiving federal funds during the term of this Agreement.
- M. **Administration of Federal Funds.** The Consultant agrees its use of the funds awarded herein is subject to the Uniform Administrative Requirements of 2 CFR Part 200, *et seq.*

any additional requirements set forth by the federal funding agency; all applicable regulations published in the Code of Federal Regulations; and other program guidance as provided to it by the Owner.

- N. **Copyright License and Patent Rights.** The Consultant acknowledges that federal grantor, the State of Wyoming, and the Owner reserve a royalty-free, nonexclusive, unlimited, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for federal and state government purposes: (1) the copyright in any work developed under this Agreement; and (2) any rights of copyright to which the Consultant purchases ownership using funds awarded under this Agreement. The Consultant must consult with the Owner regarding any patent rights that arise from, or are purchased with, funds awarded under this Agreement.
- O. **Federal Audit Requirements.** The Consultant agrees that if it expends an aggregate amount of seven hundred fifty thousand dollars (\$750,000.00) or more in federal funds during its fiscal year, it must undergo an organization-wide financial and compliance single audit. The Consultant agrees to comply with the audit requirements of the U.S. General Accounting Office Government Auditing Standards and Audit Requirements of 2 CFR Part 200, Subpart F. If findings are made which cover any part of this Grant, the Consultant shall provide one (1) copy of the audit report to the Owner and require the release of the audit report by its auditor be held until adjusting entries are disclosed and made to the Owner's records.
- P. **Non-Supplanting Certification.** The Consultant hereby affirms that federal grant funds shall be used to supplement existing funds, and shall not replace (supplant) funds that have been appropriated for the same purpose. The Consultant should be able to document that any reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds under this Agreement.
- Q. **Program Income.** The Consultant shall not deposit grant funds in an interest bearing account without prior approval of the Owner. Any income attributable to the grant funds distributed under this Agreement must be used to increase the scope of the program or returned to Owner.
- R. **Amendments.** Any changes, modifications, revisions, or amendments to this Agreement which are mutually agreed upon by the parties to this Agreement shall be incorporated by written instrument, executed and signed by all parties to this Agreement.
- S. **Applicable Law, Rules of Construction, and Venue.** The construction, interpretation, and enforcement of this Agreement shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms "hereof," "hereunder," "herein," and words of similar import, are intended to refer to this Agreement as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties. The venue shall

be the First Judicial District, Laramie County, Wyoming if the State of Wyoming is a named or joined party, otherwise venue shall be 7th Judicial District, Natrona County, Wyoming.

- T. **Assignment/Agreement Not Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this Agreement without the prior written consent of the other party. The Consultant shall not use this Agreement, or any portion thereof, for collateral for any financial obligation without the prior written permission of the Owner.
- U. **Audit/Access to Records.** The Owner and its representatives shall have access to any books, documents, papers, electronic data, and records of the Consultant which are pertinent to this Agreement. The Consultant shall immediately, upon receiving written instruction from the Owner, provide to any independent auditor or accountant all books, documents, papers, electronic data, and records of the Consultant which are pertinent to this Agreement. The Consultant shall cooperate fully with any such independent auditor or accountant during the entire course of any audit authorized by the Owner.
- V. **Availability of Funds.** Each payment obligation of the Owner is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation and which may be limited for any reason including, but not limited to, congressional, legislative, gubernatorial, or administrative action. If funds are not allocated and available for continued performance of the Agreement, the Agreement may be terminated by the Owner at the end of the period for which the funds are available. The Owner shall notify the Consultant at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the Owner in the event this provision is exercised, and the Owner shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section. Notwithstanding the foregoing, Consultant shall be paid for all services provided before receiving notice of the funding shortage.
- W. **Award of Related Agreements.** The Owner may award supplemental or successor Agreements for work related to this Agreement. The Consultant shall cooperate fully with other contractors and the Owner in all such cases.
- X. **Certificate of Good Standing.** The Consultant shall provide to the Owner a Certificate of Good Standing verifying compliance with all applicable unemployment insurance and workers' compensation programs before and during performance of work under this Agreement, if applicable.
- Y. **Compliance with Laws.** The Consultant shall keep informed of and comply with all applicable federal, state, and local laws and regulations, and all federal grant requirements and executive orders in the performance of this Agreement.

- Z. Confidentiality of Information.** All documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Consultant in the performance of this Agreement shall be kept confidential by the Consultant unless written permission is granted by the Owner for its release. If and when the Consultant receives a request for information subject to this Agreement, the Consultant shall notify the Owner within ten (10) days of such request and shall not release such information to a third party unless directed to do so by the Owner, or a court of competent jurisdiction.
- AA. Entirety of Agreement.** This Agreement, consisting of fifteen (15) pages; Exhibit A, Scope of Services, consisting of six (6) pages; Exhibit B, MPO Policy Committee Approval, consisting of one (1) page; Exhibit C, Notice to Contractor – Compliance with Title VI of the Civil Rights Act of 1984 for Federal-Aid Contracts, consisting of two (2) pages; Exhibit D, Certification of Contractor, consisting of one (1) page; Exhibit E, Certificate of Agent, consisting of one (1) page; and Exhibit F, Certification of Suspension or Debarment, consisting of one (1) page, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this Agreement and the language of any attachment or document incorporated by reference, the language of this Agreement shall control.
- BB. Ethics.** The Consultant shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, *et seq.*) and any and all ethical standards governing the Consultant's profession.
- CC. Extensions.** Nothing in this Agreement shall be interpreted or deemed to create an expectation that this Agreement will be extended beyond the term described herein. Any extension of this Agreement shall be initiated by the Owner and shall be accomplished through a written amendment between the parties entered into before the expiration of the original Agreement or any valid amendment thereto, and shall be effective only after it is reduced to writing and executed by all parties to the Agreement.
- DD. Force Majeure.** Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.
- EE. Indemnification.** The Consultant shall release, indemnify, and hold harmless the Owner and the State of Wyoming, and their officers, agents, employees, successors, and assignees from any and all claims, lawsuits, losses, and liability arising out of the

Consultant's failure to perform any of the Consultant's duties and obligations hereunder or in connection with the negligent performance of the Consultant's duties or obligations, including, but not limited to, any claims, lawsuits, losses, or liability arising out of the Consultant's negligence or other tortious conduct.

FF. **Independent Contractor.** The Consultant shall function as an independent contractor for the purposes of this Agreement and shall not be considered an employee of the Owner and the State of Wyoming for any purpose. Consistent with the express terms of this Agreement, the Consultant shall be free from control or direction over the details of the performance of services under this Agreement. The Consultant shall assume sole responsibility for any debts or liabilities that may be incurred by the Consultant in fulfilling the terms of this Agreement and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Agreement. Nothing in this Agreement shall be interpreted as authorizing the Consultant or its agents or employees to act as an agent or representative for or on behalf of the Owner and the State of Wyoming or to incur any obligation of any kind on the behalf of the Owner and the State of Wyoming. The Consultant agrees that no health/hospitalization benefits, workers' compensation, unemployment insurance, or similar benefits available to State of Wyoming employees will inure to the benefit of the Consultant or the Consultant's agents or employees as a result of this Agreement.

GG. **Notices.** All notices arising out of, or from, the provisions of this Agreement shall be in writing either by regular mail or delivery in person at the addresses provided under this Agreement.

HH. **Notice of Sale or Transfer.** The Consultant shall provide the Owner with notice of any sale, transfer, merger, or consolidation of the assets of the Consultant. Such notice shall be provided in accordance with the notices provision of this Agreement and, when possible and lawful, in advance of the transaction. If the Owner determines that the sale, transfer, merger, or consolidation is not consistent with the continued satisfactory performance of the Consultant's obligations under this Agreement, then the Owner may, at its discretion, terminate or renegotiate the Agreement.

II. **Ownership and Destruction of Documents/Information.** The Owner owns all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Consultant in the performance of this Agreement. Upon termination of services, for any reason, the Consultant agrees to return all such original and derivative information/documents to the Owner in a useable format. In the case of electronic transmission, such transmission shall be secured. The return of information by any other means shall be by a parcel service that utilizes tracking numbers. Upon the Owner's verified receipt of such information, the Consultant agrees to physically and electronically destroy any residual Owner-owned data, regardless of format, and any other storage media or areas containing such information. The

Consultant agrees to provide written notice to the Owner confirming the destruction of any such residual Owner-owned data.

- JJ. **Patent or Copyright Protection.** The Consultant recognizes that certain proprietary matters or techniques may be subject to patent, trademark, copyright, license, or other similar restrictions, and warrants that no work performed by the Consultant or its subcontractors will violate any such restriction. The Consultant shall defend and indemnify the Owner for any violation or alleged violation of such patent, trademark, copyright, license, or other restrictions.
- KK. **Prior Approval.** This Agreement shall not be binding upon either party, no services shall be performed, and the Wyoming State Auditor shall not draw warrants for payment, until this Agreement has been fully executed, approved as to form by the Office of the Attorney General, filed with and approved by A&I Procurement, and approved by the Governor of the State of Wyoming, or his designee, if required by Wyo. Stat. § 9-2-1016(b)(iv).
- LL. **Proof of Insurance.** The Consultant shall not commence work under this Agreement until it has obtained all the insurance required by the Owner and the State of Wyoming and such insurance has been approved by the Owner and the State of Wyoming. Approval of insurance by the Owner and the State of Wyoming shall not relieve or decrease the liability of the Consultant. The Consultant shall file a Certificate of Insurance with the Owner verifying each type of coverage required.
- a. **Workers' Compensation and Employer's Liability Insurance.** The Consultant shall provide the Owner with a Certificate of Good Standing or other proof of workers' compensation coverage for all its employees who are to work on the project described in this Agreement. The Consultant's coverage shall be under the Wyoming Department of Workforce Services' workers' compensation program if statutorily required or such other private workers' compensation insurance, as appropriate. Non-Wyoming Consultant's insurance coverage shall also include Employer's Liability "Stop Gap" coverage, in an amount not less than five hundred thousand dollars (\$500,000.00) per employee for each accident and disease. The Consultant shall also supply proof of workers' compensation and employers' liability insurance, if required, for each and every subcontractor prior to allowing that subcontractor on the job site.
 - b. **Commercial General Liability Insurance.** The Consultant shall provide commercial general liability insurance coverage, during the entire term of this Agreement, against claims arising out of bodily injury, death, damage to or destruction of the property of others, including loss of use thereof, and including underground collapse and explosion, and products and completed operations, in an amount not

less than five hundred thousand dollars (\$500,000.00) per occurrence and one million dollars (\$1,000,000.00) general aggregate.

- c. **Business Automobile Liability Insurance.** The Consultant shall maintain during the entire term of this Agreement automobile liability insurance in an amount not less than five hundred thousand dollars (\$500,000.00) per occurrence.
- d. **Unemployment Insurance.** The Consultant shall be duly registered with the Department of Workforce Services and obtain such unemployment insurance coverage as required. Such coverage shall be maintained throughout the duration of this Agreement. The Consultant shall supply the Owner with a Certificate of Good Standing or other proof of unemployment insurance coverage for itself and each and every subcontractor prior to beginning work under this Agreement and at any time upon request of the Owner.
- e. **Payment of Premiums and Notice of Revocation.** All policies required under this Agreement shall be in effect for the duration of this Agreement. All policies shall be primary and not contributory. The Consultant shall pay the premiums on all insurance certificates which must include a clause stating that the insurance may not be revoked, canceled, amended, or allowed to lapse until the expiration of at least thirty (30) days advance written notice to the Owner.
- f. **The Owner May Insure for Contractor.** In case of a breach of any provision of this Section, the Owner or the State may, at the Owner's or State's option, purchase and maintain, at the expense of the Consultant, such insurance in the name of the Consultant, or subcontractor, as the Owner or the State may deem proper and may deduct the cost of taking out and maintaining such insurance from any sums which may be due or become due to the Consultant under this Agreement.
- g. **The Owner's Right to Reject.** The Owner reserves the right to reject a certificate of insurance if the Consultant's insurance company is widely regarded in the insurance industry as financially unstable.
- h. **The Owner's Right to Contact Insurer.** The Owner shall have the right to consult with the Consultant's insurance agent for disclosure of relevant policy information. Relevant information includes, but is not limited to:
 - i. Exclusions from coverage;
 - ii. Claims in progress which could significantly reduce the annual aggregate limit; and
 - iii. Any applicable deductible amounts.

If the policy is a “claims made” policy instead of an “occurrence” policy, the information provided shall include, but not necessarily be limited to, retroactive dates and extended reporting periods or tails.

- i. **Subcontractors.** The insurance requirements set out above apply to all subcontractors. It is the Consultant’s responsibility to ensure that its subcontractors meet these insurance requirements. The Owner has the right to review the insurance certificates of any and all subcontractors used by the Consultant.

MM. Severability. Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.

NN. Sovereign Immunity and Limitations. Pursuant to Wyo. Stat. § 1-39-101 *et seq.*, the State of Wyoming and the Owner expressly reserve sovereign and governmental immunity by entering into this Agreement and specifically retain all immunities and defenses available to them. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign and governmental immunity. The parties further acknowledge that there are constitutional and statutory limitations on the authority of the Owner or the State of Wyoming and its agencies or instrumentalities to enter into certain terms and conditions supplied by the Consultant, including, but not limited to, the following: liability for damages; choice of law; conflicts of law; venue and forum-selection clauses; defense or control of litigation or settlement; liability for acts or omissions of third parties; payment of attorneys’ fees or costs; additional insured provisions; dispute resolution, including, but not limited to, arbitration; indemnification of another party; and confidentiality. Any such provisions in the Agreement, or in any attachments or documents incorporated by reference, will not be binding on the Owner or the State of Wyoming except to the extent authorized by the laws and Constitution of the State of Wyoming. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign or governmental immunity. The parties agree that any ambiguity in this Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to sovereign immunity shall be construed in favor of sovereign or governmental immunity.

OO. Taxes. The Consultant shall pay all taxes and other such amounts required by federal, state, and local law, including, but not limited to, federal and social security taxes, workers’ compensation, unemployment insurance, and sales taxes.

PP. Termination of Agreement. This Agreement may be terminated, without cause, by the Owner upon thirty (30) days’ written notice. This Agreement may be terminated by the Owner immediately for cause if the Consultant fails to perform in accordance with the terms of this Agreement.

If at any time during the performance of this Agreement, in the opinion of the Owner, the work is not progressing satisfactorily or within the terms of this Agreement, then, at the discretion of the Owner and after written notice to the Consultant, the Owner may terminate this Agreement or any part of it. As of the termination date, the Consultant will be entitled to a pro rata payment for all work accomplished and accepted by the Owner; however, the Consultant shall be liable to the Owner for the cost of replacement services for the duration of the Agreement term that are in excess of the original contract price.

- QQ. **Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties, and obligations contained in this Agreement shall operate only between the parties to this Agreement and shall inure solely to the benefit of the parties to this Agreement.
- RR. **Time is of the Essence.** Time is of the essence in all provisions of this Agreement.
- SS. **Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Agreement.
- TT. **Waiver.** The waiver of any breach of any term or condition in this Agreement shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.
- UU. **Personnel.** The Consultant represents that it has, or will secure, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of the City of Casper or the Casper Area Metropolitan Planning Organization. All of the services required hereunder shall be performed by the Consultant, or under its supervision, and all personnel engaged in the work shall be appropriately qualified. All personnel employed by Consultant shall be employed in conformity with applicable state or federal laws
- VV. **Personnel Changes.** The City of Casper reserves the right to re-negotiate or terminate the Agreement if there is a change in 33% or more of the Consultant's key personnel or with any change with the Consultant's Project Manager. In addition, the City may remove any key personnel from the Consultant's team if that person is deemed unsuitable or a hindrance to the cooperative completion of the project.
- WW. **Technical.** The Consultant shall provide a single point of contact to address technical issues and the distribution and receipt of data. Likewise, the City will provide a single technical contact to assure follow-through on deliverables. All GIS-based data will be disseminated and returned by Consultant in a standardized format (as defined by City IT Staff) that can easily be integrated with existing City of Casper data.

- XX. **Wyoming Governmental Claims Act.** The Owner does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 *et seq.*, and the Owner specifically reserve the right to assert any and all rights, immunities, and defenses it may have pursuant to the Wyoming Governmental Claims Act.
- YY. **Subconsultant.** The Consultant shall not employ any Subconsultant or Subcontractor to perform any services in the scope of this Project, unless said Subconsultant or Subcontractor is approved in writing by the Owner. Said Subconsultant shall be paid by the Consultant.
- ZZ. **Assignability.** The Consultant shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the Owner: provided, however, that claims for money due or to become due the Consultant under this Agreement may be assigned to a bank, trust company, or other financial institution, or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer shall be furnished to the Owner.
- AAA. **Equal Employment Opportunity.** In carrying out the program, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. The Consultant shall take affirmative action to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, or disability. Such action shall include, but not be limited to the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the government setting forth the provisions of this nondiscrimination clause. The Consultant shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or disability.
- BBB. **Ownership of Project Materials.** It is agreed that all finished or unfinished documents, data, studies, surveys, graphics, drawings, maps, models, photographs, films, duplicating plates, and reports prepared by the Consultant under this Agreement shall be considered the property of the Owner, and upon completion of the services to be performed, they will be turned over to the Owner provided that, in any case, the Consultant may, at no additional expense to the Owner, make and retain such additional copies thereof as Consultant desires for its own use; and provided further, that in no event may any of the documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, or other reports retained by the Consultant be released to any person, agency, corporation, or organization without the written consent of the Owner.

Consultant shall not be liable for any modifications to documents prepared by Consultant which are made without its advice after delivery of such documents to Owner, nor shall Consultant be liable for their use by Owner without Consultant's consent in other projects.

CCC. **Findings Confidential.** All reports, information, data, etc., given to or prepared, or assembled by the Consultant under this Agreement, shall be deemed confidential and none shall be made available to any individual or organization by the Consultant without the prior written consent of the Owner.

DDD. **Governing Law.** This Agreement has been executed by the parties hereto on the day and year first above written and shall be governed by the laws of the State of Wyoming. The Consultant shall also comply with all applicable laws, ordinances, and codes of the federal, state, or local governments and shall not trespass on any public or private property in performing any of the work embraced by this Agreement.

EEE. **Intent.** Consultant represents that it has read and agrees to the terms of this Agreement and further agrees that it is the intent of the parties that Consultant shall perform all of the services to be provided for the compensation set forth in this Agreement. Consultant also agrees that it is the specific intent of the parties, and a material condition of this Agreement, that it shall not be entitled to compensation for other services rendered unless specifically authorized by the Owner. Consultant agrees that it has made a careful examination of the services to be rendered, and that the Agreement price is adequate compensation for all the services to be rendered under the terms of this Agreement.

FFF. **Pass Through Provisions.** Federal law requires the Consultant to include all relevant special provisions of this Agreement in every subcontract awarded over ten thousand dollars (\$10,000.00) so that such provisions are binding on each subcontractor.

EXHIBIT "A"

SCOPE OF SERVICES

1. Public Engagement and Project Administration

- 1.1. Steering Committee Meetings: A total of five steering committee meetings shall take place. Two meetings will be on site in Casper. Three meetings will be by webinar. Members of the technical committee will also serve on the steering committee and will be tasked with ensuring the vision is maintained throughout the course of the project.
- 1.2. Technical Committee Meetings: Consultant shall meet with the Technical Committee once a month for a total of five technical meetings, at a minimum. Additional Technical Committee meetings shall take place if necessary, up to a total of ten total meetings. These meetings will be conducted by webinar.
- 1.3. Interagency Coordination Meetings: Consultant shall meet with municipal and county staff who represent the various cities within the project planning area twice. These two meetings will be conducted on site during Site Visit #1. Consultant will meet with WYDOT once in-person, and once via webinar.
- 1.4. Public Engagement: The general public will be engaged during Site Visits #1 and #2. In addition to these "in person" opportunities, Consultant shall seek input through the following channels at key points during the project:
 - 1.4.1. Online survey promoted through the MPO Facebook page, local media, and the City of Casper website, and other channels;
 - 1.4.2. Online Mapping, using GIS, promoted through the MPO Facebook page, local media, and the City of Casper website, and other channels;
 - 1.4.3. In writing, using comment boxes in a central location within the various jurisdictions. Owner will provide comment boxes that will be placed in front of a kiosk or "station" that allows for un-manned public feedback. Owner will provide the graphic content that to be applied to the comment boxes and the kiosk for public feedback.

Public Engagement and Project Administration Deliverables

1. Five Steering Committee Meetings
2. Five Technical Committee Meetings
3. Documentation of Committee Meeting Minutes
4. Two Interagency Meetings with Casper Area Staff and Experts
5. Two Meetings with WYDOT
6. Two Public Engagement Events
7. One Online Survey
8. One Online Mapping Platform

9. Comment Box Materials and Graphic Design

2. Site Visits

2.1. Site Visit #1

- 2.1.1. Consultant shall conduct a kick off meeting with the Steering Committee in Casper, seek public input and conduct site reconnaissance for the overall wayfinding system. Consultant will also establish a strategic direction, develop goals, confirm the target audience, collect destinations and discuss routes. Consultant will be on site for two days.
- 2.1.2. During the first visit, Consultant will meet with the Wyoming Department of Transportation officials who will permit the sign system. Owner and Consultant anticipate that each municipal or county engineer (if applicable) will attend this meeting.
- 2.1.3. Consultant will conduct a visual listening survey and in-person conversations during the weekly farmer's market to gain interest and input in the project. Results of this will be used to inform the overall look, fit and finish of the sign system.

2.2. Site Visit # 2

- 2.2.1. Midway through the project, Consultant will host a public input session in Casper to receive feedback on the preliminary sign design and wayfinding system. During this visit Consultant will also conduct a steering committee meeting and validate the draft wayfinding system through additional field work and meetings with City and town Councils. Consultant will be on site for three days.

2.3. Site Visit # 3

- 2.3.1. When the plan is in its final draft format, Consultant will host an open house within the Casper Area to share the proposed wayfinding system and final sign design. During this trip, Consultant will meet with City and town Councils and the County Commission. Consultant will be on site for two days.

Site Visit Deliverables

- 1. Three in-person site visits to the Casper Area.
- 2. Documentation of strategic direction, project goals, and public participation audience.
- 3. One Community Pop-Up Event.
- 4. One Public Input Meeting.
- 5. One meeting each or combined with Mills Town Council, Bar Nunn Town Council, Evansville Town Council, Casper City Council, and Natrona County Commission.

3. Brand Assessment & Recommendations

3.1. Branding: In collaboration with the Casper Area MPO, Consultant will create a unified sign brand through the following process:

- 3.1.1. Brand Discovery. During this phase, Consultant will facilitate a discovery meeting to understand the “image” perceived and desired and how each community can leverage their brand. Perceptions will be generated through steering committee interviews and by using the strategic direction as a baseline.
- 3.1.2. Brand Concepts. During this phase Consultant will present a graphics package that will be carried through the sign development.
- 3.1.3. Brand Refinement. Consultant will refine the presented brand based on the feedback provided by the Steering Committee.
- 3.1.4. Brand Implementation. As the project moves forward, Consultant will integrate the brand into the final deliverables and proposed design guidelines.

Branding Deliverables

- 1. Separate Brand Documentation for the Casper Area MPO, towns, City, and County brand concepts and refined concepts.
- 2. Files provided in Indesign, Illustrator, and PDF format.

4. Conditions and Opportunities

The following efforts are applied to and shared throughout the development of the documentation.

- 4.1. Base mapping and review of existing plans/codes. With assistance from the Casper Area MPO, Consultant will compile existing maps and plans from various local, state, and federal agencies.
- 4.2. Programming. Consultant will collect and review relevant events and programs that occur in the area(s) identified by this plan, including: Casper, Mills, Evansville, Bar Nunn and Natrona County and select destinations outside of the MPO boundaries. This includes discussions with the Steering Committee; City, Town, and County Leaders to understand the operation of activities.
- 4.3. Analysis & inventory. Consultant will collaborate with the Steering Committee to understand how the current transportation system and ongoing projects could impact the wayfinding system while diagramming these circulation pathways:
 - 4.3.1. Vehicles: Evaluate traffic patterns, access issues, and truck circulation.
 - 4.3.2. Pedestrians: Inventory and evaluate key pedestrian patterns and challenges.
 - 4.3.3. Bicyclists: Evaluate bicycle movements and linkages to neighborhoods and key destinations.

4.3.4. Trails: Assess trail access and usage.

- 4.4. Destination prioritization. A comprehensive list of destinations organized according to the target audience with consideration given to districts, landmarks, attractions, and civic destinations.
- 4.5. Phasing & implementation. Consultant will establish a set of criteria for determining the priority level of proposed signage. These priority criteria will be matched with the prioritization to recommend phasing in which the signage will be implemented.
- 4.6. Funding sources. Consultant will establish a set of criteria for determining the priority level of proposed signage. These priority criteria will be matched with the prioritization to recommend phasing in which the signage will be implemented.

Conditions and Opportunities Deliverables

- 1. Documentation of existing conditions and analysis related to vehicles, pedestrians, bicyclists, and trails.
- 2. Documentation of selection and collection of destinations and programming within the Casper Area.
- 3. Comprehensive List of Destinations in pdf and appropriate GIS formats as requested by Casper Area MPO staff.
- 4. Documentation of criteria for determining priority level and funding sources of proposed signage and wayfinding improvements.

5. Documentation

The final deliverable will include outcomes from the previous sections. Additional considerations directly impact the design of the sign family and include legibility, readability, resiliency, modification, cohesiveness, and brand — color, typography, and iconography.

- 5.1. Draft sign family & master sign plan. Conceptual options for a sign family will include the sign types listed below.
 - 5.1.1. Monuments / Gateway Sign – Two concepts for the planning area will be developed, which are anticipated to be placed along major highways along the edge of the community or as one may enter a specific district.
 - 5.1.2. Wayfinding – A vehicular wayfinding system that directs motorists within the planning area.
 - 5.1.3. Identification – A vehicular orientated sign that identifies a building or landmark.
 - 5.1.4. Interpretive – A pedestrian sign that can be approached on foot that interprets a landmark or cultural element. This proposal includes the design of a typical sign, but does not include graphic design work for the potential content that may go on each sign.

- 5.2. A detailed and itemized estimate of probable cost. Consultant will prepare a detailed and itemized estimate of probable cost to implement the system, which will include a phasing program.
- 5.3. Final sign family & master sign plan. Consultant will refine designs and concepts into a complete sign family, developing a typical front and side elevation and measurements for each sign type identified in Conditions and Opportunities. The Design Standards will include colors, fonts, and materials as well as the final locations, messaging, nomenclature, and type.

Documentation Deliverables

1. Draft Sign Family & Master Sign Plan including two monuments/gateway sign concepts, wayfinding, identification, and interpretive signage.
 2. Memo outlining estimate of probable cost to implement the proposed Plan, including detailed material, construction, and installation costs and phasing of installation.
 3. Final Sign Family & Master Sign Plan, including refined designs and concepts with typical front and side elevation and measurements, material palette, color palette, and summarized installation instructions for each proposed sign type, illustrated in an appropriate scale.
 4. Design Standards Element, which shall include colors, fonts, materials, final locations, messaging nomenclature, and type for each proposed sign.
 5. Final locations shall be provided in appropriate GIS format.
6. Professional Design Fees
- 6.1. Consultant shall provide the services listed above for a lump sum fee of Ninety Thousand Dollars (\$90,000), excluding reimbursable expenses. Fees will be invoiced on a percent complete basis.
 - 6.2. Reimbursable expenses shall include refreshments for public events, travel costs, online media payments, printing and event signs. Reimbursable expenses shall not exceed Five Thousand Dollars (\$5,000).
 - 6.3. Contingency funds shall be planned for in the amount of Five Thousand Dollars (\$5,000), which may be utilized by Owner in addition to expenses listed under Section 6 (6.1-6.2). Contingency funds shall be used only for services, goods, or materials that are mutually agreed upon by the parties to this Agreement.

Provided by Owner

1. Subject to applicable law, Owner will provide a project manager or “decision maker” who can provide direction and make decisions on behalf of Owner.
2. Owner will provide city, town, and county logo(s) and branding guidelines for each community.
3. Owner will print handouts and oversized graphics for steering committee meetings and public open houses.

4. Owner will provide site surveys or detailed construction documents when said documents are available.

EXHIBIT "B"

MPO POLICY COMMITTEE APPROVAL

WHEREAS, the Casper Area Metropolitan Planning Organization Policy Committee approved the MPO Unified Planning Work Program (UPWP) Budget amendment on March 14, 2019 for a Casper Area Wayfinding Master Plan to not exceed One Hundred Thousand Dollars (\$100,000); and,

WHEREAS, on July 30, 2019, the Consultant Selection Committee approved the hiring of RDG IA Inc dba RDG Planning & Design to complete the Casper Area Wayfinding Master Plan.

WHEREAS, RDG Planning & Design is willing, available and qualified to perform said work.

NOW, THEREFORE BE IT RESOLVED BY THE MPO POLICY COMMITTEE: That the City of Casper, as the agent of the MPO, is hereby directed to enter into an agreement with RDG Planning & Design to complete the Casper Area Wayfinding Master Plan in accordance with the scope of work and schedule included in this Agreement, for an agreement amount not to exceed One Hundred Thousand Dollars (\$100,000)

PASSED AND APPROVED THIS FOURTEENTH day of MARCH 2019.

ATTEST:


Liz Becher
Community Development Director

CASPER AREA METROPOLITAN PLANNING
ORGANIZATION POLICY COMMITTEE:



Patrick Ford
Chairman

EXHIBIT "C"

NOTICE TO CONTRACTOR COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1984 FOR FEDERAL-AID CONTRACTS

During the performance of this Agreement, RDG Planning & Design, for itself, its assignees and successors in interest (hereinafter referred to as the Contractor), agrees as follows:

1. Compliance with Regulations.

The Contractor will comply with the Regulations of the Department of Transportation relative to nondiscrimination in federally-assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.

2. Nondiscrimination.

The Contractor, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, color, national origin, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate either directly or indirectly in the discrimination prohibited by any state or federal law including, but not limited to, Section 21.5 of the Regulations, including employment practices, when the Agreement covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment.

In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements or materials or equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Agreement and the Regulations relative to nondiscrimination on the ground of race, color, or national origin.

4. Information and Reports.

The Contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the MPO Policy Committee, WYDOT, or FHWA to be pertinent to ascertain compliance with such regulations, orders, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the MPO Policy Committee, WYDOT, or FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance.

In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Agreement, the MPO Policy Committee shall impose such contract sanctions as it or WYDOT or the FHWA may determine to be appropriate, including, but not limited to:

- A. Withholding of payments to the Contractor under the Agreement until the Contractor complies; and/or,
- B. Cancellation, termination, or suspension of the Agreement, in whole or in part.

6. Incorporation of Provisions.

The Contractor shall include the provisions of Paragraph 1 through 6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the regulations, order, or instructions issued pursuant thereto. The Contractor will take such action with respect to any subcontract or procurement as the MPO Policy Committee, WYDOT, or the FHWA may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that, in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

EXHIBIT "D"

CERTIFICATION OF CONTRACTOR

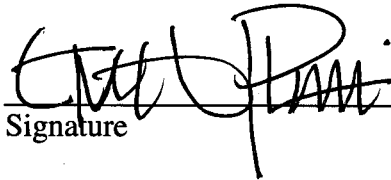
I hereby certify that I am a Principal and duly authorized representative of the firm of RDG IA Inc dba RDG Planning & Design; and that neither I nor the above firm I here represent has:

1. Employed or retained for a commission, percentage, brokerage fee, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above Contractor) to solicit or secure this Agreement;
2. Agreed, as an express or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out the Agreement; or,
3. Paid, or agreed to pay, to any firm, organization, or person (other than a bona fide employee working solely for me or the above Contractor) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the Agreement, except as here expressly stated (if any).

I acknowledge that this Certification is to be given to the Casper Area Metropolitan Planning Organization, and is subject to applicable state and federal laws, both criminal and civil.

August 12, 2019

Date



Signature

G. W. Justin Platts, PLA, ASLA

Principal

Title

EXHIBIT "E"

CERTIFICATE OF AGENT

I hereby certify that I am the designated agent of the City of Casper, Wyoming, a Municipal Corporation, and that the above contracting firm or her representatives have not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this Agreement to:

1. Employ or retain, or agree to employ or retain, any firm or person; or,
2. Pay, or agree to pay, to any firm, person, or organization any fee, contribution, donation, or consideration of any kind; with no exceptions.

I acknowledge that this Certification is subject to applicable state and federal laws, both criminal and civil.

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation, as Owner:

Date

Charles Powell
Mayor

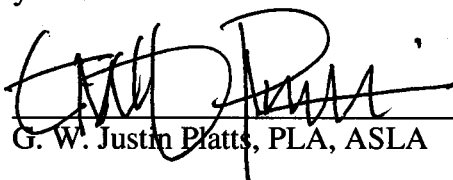
EXHIBIT "F"

CERTIFICATION OF
SUSPENSION OR DEBARMENT

STATE OF IOWA)ss

COUNTY OF POLK)ss

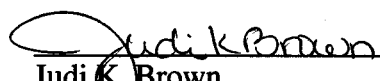
I, G. W. Justin Platts, PLA, ASLA being duly sworn on oath, certify that neither I, nor any person associated therewith in the capacity of owner, partner, director, or officer is currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any state or federal agency; have been suspended, debarred, voluntarily excluded, or determined ineligible by any state or federal agency within the past three years; have a proposed debarment pending; and, nor have been indicted, convicted, or had a civil judgment rendered against (it) by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.


G. W. Justin Platts, PLA, ASLA

Principal

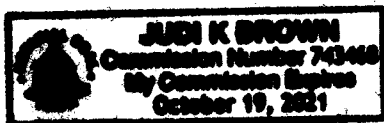
Title

Subscribed in my presence and sworn to before me this Twelfth day of August 2019, by:


Judi K. Brown
Notary Public

October 19, 2021

My Commission Expires



RESOLUTION NO.19-184

A RESOLUTION AUTHORIZING A CONTRACT BETWEEN THE CASPER AREA METROPOLITAN PLANNING ORGANIZATION (MPO) AND RDG IA INC DBA RDG PLANNING & DESIGN FOR A CASPER AREA WAYFINDING MASTER PLAN IN AN AMOUNT OF ONE HUNDRED THOUSAND DOLLARS (\$100,000).

WHEREAS, the City of Casper, Wyoming, the Towns of Evansville, Mills, and Bar Nunn, Wyoming, Natrona County, Wyoming, and the Wyoming Department of Transportation entered into an Agreement, dated April 13, 1983, to provide for the cooperative, comprehensive, and continuing (3-C) transportation planning for the area of Casper, Wyoming and its environs; and,

WHEREAS, the Casper Area Transportation Planning Process (hereinafter described as the "CATPP") acts as the Metropolitan Planning Organization (hereinafter referred to as the "MPO") for the Casper Urbanized Area for the distribution of Federal Aid Planning Funds; and,

WHEREAS, the parties of the CATPP appointed the City to enter into contracts for and on behalf of the CATPP and to further act as the CATPP's Fiscal Manager in an Agreement Amendment dated April 19, 2005; and,

WHEREAS, any contract entered into by the City on behalf of the CATPP requires the approval of a majority of the voting members of the Policy Committee prior to its execution and implementation by the City; and,

WHEREAS, the MPO Policy Committee approved the MPO Unified Planning Work Program (UPWP) Budget on March 14, 2019, for a Casper Area Wayfinding Master Plan, not to exceed One Hundred Thousand Dollars (\$100,000); and,

WHEREAS, the MPO released a request for proposal (RFP) for consulting groups specializing in wayfinding and environmental graphic design on May 3, 2019; and,

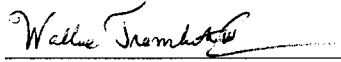
WHEREAS, the Project Selection Committee selected RDG Planning & Design on July 30, 2019, to complete the Casper Area Wayfinding Master Plan; and,

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a Contract for Professional Services between the MPO and RDG IA Inc. on behalf of the Casper Area Metropolitan Planning

Organization in the amount of One Hundred Thousand Dollars (\$100,000) for a Casper Area Wayfinding Master Plan.

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

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Charles Powell
Mayor

August 15, 2019

MEMO TO: J. Carter Napier, City Manager

FROM: Andrew Beamer, P.E., Public Services Director
Cynthia Langston, P.E., Solid Waste Division Manager
Scott R. Baxter, P.E., Associate Engineer

SUBJECT: Authorizing Change Order No. 1 for a price increase of \$38,186 and a time extension of 167 days with Western Plains Landscaping, LLC (dba 3 Cord Construction), for the SWF Landfill Compactors Storage Building, Project No. 18-074.

Meeting Type & Date
Regular Council Meeting
August 20th, 2019

Action type
Resolution.

Recommendation

That City Council, by resolution, authorize Change Order No. 1 for a price increase of \$38,186 and a time extension of 167 days with Western Plains Landscaping, LLC (dba 3 Cord Construction), for a change in the foundation design for the SWF Landfill Compactors Storage Building, Project No. 18-074.

Summary

The City of Casper entered into a contract with Western Plains Landscaping, LLC (dba 3 Cord Construction), in February 2019 for the SWF Landfill Compactors Storage Building Project. The project includes construction of a basic Quonset-style building to keep the compactors out of the winter weather and blowing sand. Plans for the project originally include installation of block foundation. Construction of the improvements was to be substantially complete by June 1, 2019 and the original contract amount was \$79,500.

The purpose of Change Order No. 1 is to change the foundation design from large blocks to a traditional footer and stem-wall. The original foundation design approach was to use two-foot (2') square blocks, but the building design itself will not accommodate the typical "bin blocks" the Landfill Staff uses without making major modifications to the blocks and adding an extra row in height. Multiple design and construction issues arose out of this unconventional approach and the City's structural engineer, Pillar Structural Engineers, recommended a standard foundation design approach. The contractor has proposed a price increase of \$38,186 and a time extension of 167 days, extending the completion date to November 15, 2019.

Financial Considerations

Funding for the project is from budgeted Solid Waste Facility (Landfill) funds. Change Order No. 1 will use the allocated contingency amount of \$10,500 and will require an additional \$27,686 from Balefill Reserves through a FY2020 budget amendment.

Oversight/Project Responsibility

Scott R. Baxter, P.E., Associate Engineer, Public Services Department.

Attachments

Resolution

Change Order No. 1

CITY OF CASPER
CHANGE ORDER

NO. One (1)

PROJECT: SWF Landfill Compactors Building
Project No. 17-083

DATE OF ISSUANCE: August 13, 2019

OWNER: City of Casper, Wyoming

CONTRACTOR: Western Plains Landscaping, LLC (dba 3 Cord Construction)

ENGINEER: City of Casper

You are directed to make the following changes in the Contract Documents:

Description: Change Order No. 1 for a change in foundation style.

Attachments: Memo & Contractor's Change Order Request

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price: \$ <u>79,500.00</u>	Original Contract Time: (days or date) <u>Substantial completion: June 1, 2019</u> <u>Final completion: June 15, 2019</u>
Previous Change Orders No. <u>---</u> to <u>---</u> \$ <u>0.00</u>	Net change from previous Change Orders (days): <u>-- 0 --</u>
Contract Price prior to this Change Order: \$ <u>79,500.00</u>	Contract Time Prior to this Change Order: (date) <u>Substantial completion: June 1, 2019</u> <u>Final completion: June 15, 2019</u>
Net Increase/ Decrease of this Change Order: \$ <u>38,186.00</u>	Net Increase/ Decrease of this Change Order: (days) <u>-- 167 --</u>
Contract Price with all approved Change Orders: \$ <u>117,686.00</u>	Contract Time with all approved Change Orders:(date) <u>Substantial completion: November 15, 2019</u> <u>Final completion: November 29, 2019</u>

ACCEPTED:

RECOMMENDED:

APPROVED:

BY: Jesse Snell
Contractor

BY: Scott K. Harper
Engineer

BY: _____
Owner


Western Plains Landscaping LLC

3040 Allendale Blvd.
Casper, WY 82601

Estimate

Date	Estimate #
8/6/2019	201801

Name / Address
City of Casper 200 North David Street Casper, Wy 82601

		Project	
		Landfill Storage Building	
Description	Qty	Rate	Total
Contract credit for installation of block wall foundation	1	-4,750.00	-4,750.00
Additional Labor, Equipment, for foundation excavation.	1	6,275.00	6,275.00
Labor and supplies to install foundation footer and wall.	1	34,500.00	34,500.00
Additional cost for bonds and building permit.	1	2,161.00	2,161.00
Time extension request to be extended for a completion date of November 15th 2019.			
		Total	\$38,186.00

RESOLUTION NO.19-185

A RESOLUTION AUTHORIZING CHANGE ORDER NO. 1 TO THE AGREEMENT WITH WESTERN PLAINS LANDSCAPING, LLC (DBA 3 CORD CONSTRUCTION), FOR A PRICE INCREASE OF \$38,186 AND A TIME EXTENSION OF 167 DAYS FOR THE SWF LANDFILL COMPACTORS STORAGE BUILDING, PROJECT NO. 18-074.

WHEREAS, the City of Casper desires to change the scope of work and related compensation for a revised foundation design for the SWF Landfill Compactors Storage Building, Project No. 18-074; and,

WHEREAS, Western Plains Landscaping, LLC (dba 3 Cord Construction), is able and willing to provide those services, specified as Change Order No. 1 to the agreement for a revised foundation design for the SWF Landfill Compactors Storage Building, Project No. 18-074, and further described therein.

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, Change Order No. 1 to the agreement with Western Plains Landscaping, LLC (dba 3 Cord Construction), for a revised foundation design for the SWF Landfill Compactors Storage Building, Project No. 18-074, for those services.

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 Change Order No. 1 amount not to exceed Thirty-Eight Thousand One Hundred Eighty-Six Dollars (\$38,186), for a total price not to exceed One Hundred Seventeen Thousand Six Hundred Eighty-Six Dollars (\$117,686), and a time extension of one hundred sixty-seven (167) days.

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

August 21, 2019

MEMO TO: J. Carter Napier, City Manager 

FROM: Andrew Beamer, P.E., Public Services Director
Bruce Martin, Public Utilities Manager

SUBJECT: Authorizing Outside-City Sewer Service Contract with MG Real Properties, LTD.

Meeting Type & Date
Regular Council Meeting
September 3, 2019

Action type
Resolution

Recommendation
That Council, by resolution, authorize a Contract for Outside-City Sewer Service with MG Real Properties, LTD.

Summary
This contract provides Outside-City sewer service for a parcel of land located on the north side of HWY 20/26 approximately four miles west of the Natrona County International Airport. The property will obtain water service by tying into an 8" sewer main installed during construction of the 33-Mile sanitary sewer.

This property is not contiguous to the Casper City limits and a Commitment to Annex has been signed as it is within Casper's growth boundary.

The Public Utilities Advisory Board conceptually approved the contract at its October 25, 2017 meeting and has recommended Council approval.

Financial Considerations
No financial considerations

Oversight/Project Responsibility
Bruce Martin, Public Utilities Manager

Attachments
Resolution
Agreement
Commitment to Annex

MG Real Properties, LTD.
Contract for Outside-City Sewer Service

Page 1 of 1

CONTRACT FOR OUTSIDE-CITY SEWER SERVICE

THIS AGREEMENT is made, dated, and signed this 3rd day of September, 2019, by and between the City of Casper, Wyoming, a municipal corporation, 200 North David Street, Casper, Wyoming 82601, hereinafter referred to as "City", and MG Real Properties, LTD., 1655 Louisiana Street, Beaumont, Texas 77701; hereinafter referred to as "Owner."

RECITALS

A. Owner is the owner of certain land with an address of 4500 33 Mile Road, Casper Wyoming 82604, as described in Exhibit "A" being a portion of the N1/2SE1/4 and SE1/4SE1/4, Section 14, Township 34 North, Range 81 West of the 6th P.M., in Natrona County, Wyoming, which is not within the corporate limits of the City of Casper; and,

B. A sanitary sewer main owned and operated by the City is within three hundred feet (300') of the property; and,

C. Owner desires to obtain sewer service from City for such property as described in Exhibit "A"; and,

D. WHEREAS, the Owner already has retail water service for their buildings from the 33-Mile Improvement and Service District; and,

E. Owner and City have agreed to sewer service under the terms and conditions of this Agreement.

NOW THEREFORE, it is hereby agreed among the parties as follows:

1. Service

- a. The properties served shall be limited to that described in Exhibit "A." No other properties shall be served without the express permission of the City Council of the City of Casper.
- b. The Owner shall be allotted five (5) sewer service connection(s) to the property as shown on Exhibit "A." No other properties may be served from these connections.
- c. The Owner shall, at its sole cost and expense, install the sewer service line(s) from the City sewer main to the building(s) to be served.
- d. The City will install required sewer service taps to the existing 8-inch sewer main at the request of and at the sole cost and expense of the Owner, in accordance with the then-prevailing costs and procedures, and in accordance with the then-existing City standards and specifications.

- e. The Owner shall be responsible for obtaining easements from other property owners for the sewer service lines as needed at its sole cost and expense.

2. Right of Inspection

The City shall have the right to inspect all sewer system construction. All sewer system construction must meet City requirements. Before connection of the sewer services to any building, all work must be accepted and approved by the City.

3. Charges for Service

- a. The Owner will pay to the City the then-current outside-City system investment charge for each connection to be served with sewer. Payment will be made prior to actual receipt of sewer service provided by the City.
- b. The outside-City sewer system investment charge shall be based on three (3) 1-inch 33-Mile Improvement and Service District water service connections. Payment will be made prior to actual receipt of sewer service provided by the City.
- c. The charge for sewer service provided shall be at the City's existing rates as the same shall apply from time to time for all retail outside-City sewer service, until such time as said property is annexed into the City of Casper. After annexation, the rates will be the existing rates for retail inside-City sewer service.
- d. Monthly sewer charges shall be based on water usage data obtained from 33-Mile Improvement and Service District.

4. Regulation

The Owner agrees to abide by the rules and regulations of the City regarding the use of its water and sewer facilities, all relevant ordinances of the City of Casper relating to water and sewer service, and all other state and federal laws, rules, and regulations including, but not limited to, all provisions of the Federal Pretreatment Regulations (40CFR, Part 403), and all City ordinances relating to industrial pretreatment.

5. Construction Term

The Owner shall be allowed two (2) years from the date of this Agreement to complete the sewer service line construction and necessary improvements as set forth herein. Should the construction not be completed within this time period, this Agreement shall automatically be null and void.

6. Annexation

The Owner hereby agrees to annex its property to the City upon the request of the City Council, or upon a property owner's petition for the annexation thereof. The Owner and its mortgagee(s) shall execute a commitment to annex their property to the City of Casper on a form acceptable to the City of Casper. The commitment to annex form shall be executed concurrently with this Agreement. It shall provide that the commitment to annex shall be binding upon the Owner and its mortgagee(s), their heirs, successors, and assigns forever, and shall be included in every sale, conveyance or mortgage involving the above-described property. It shall further run with and bind the real property described and set forth in Exhibit "A." This Agreement shall terminate, and be null and void between the parties, and the City shall have the right to terminate all services provided under this Agreement if the Owner fails to annex its property to the City within one (1) year after being requested to do so by the City Council, or within one (1) year after the City Council's approval of a property owner's petition for the annexation thereof.

7. Future Improvements

- a. The Owner agrees to participate in future water system, sewer system, street improvements, sidewalk improvements, street lighting improvements, and other needed municipal improvements in the area at the request of the City Council of Casper. The participation may be with the City of Casper, an Improvement and Service District, a Water and Sewer District, or a private developer.
- b. Future design and construction costs include, but are not limited to, planning, design, construction, land acquisition, financing, and legal.
- c. The Owner agrees to and hereby waives any statutory right to protest the commitment to participate in future water system, sewer system, street, sidewalk, street lighting, or other needed municipal system improvements. The Owner further agrees to and hereby waives any statutory right to protest the creation of a Local Assessment District, an Improvement and Service District, or a Water and Sewer District established for the purpose of street, sidewalk, street lighting, or other needed municipal improvements which would encompass his property.
- d. This commitment to participate in future water system, sewer system, street, sidewalk, street lighting, or other municipal improvement design and construction shall be included in every sale, conveyance, or mortgage involving the above described property and shall be binding upon the current owners and mortgagees, and all heirs, successors in interest and assigns. This commitment shall be binding upon and run with the land set forth herein.

8. Discontinuance of Utility Services/Remedies

- a. A utility service provided under this Agreement may be discontinued in accordance with Casper Municipal Code Section 13.03.070, or for any material breach of this Agreement by the Owner.
- b. The remedies in this section are in addition to any other remedies in this Agreement, or which the City may otherwise have at law or equity, and are not a limitation on the same. The Owner further agrees to pay all reasonable attorneys' fees, court costs, and litigation costs if the City must enforce the provisions of this Agreement in a court of law.

9. General Provisions

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

- g. No Third Party Beneficiary Rights: The parties to this Agreement do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to this Agreement, and shall inure solely to the benefit of the parties to this Agreement. The parties to this Agreement intend and expressly agree that only parties signatory to this Agreement shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.
- h. Severability: If any term of this Agreement is to any extent illegal, otherwise invalid, or incapable of being enforced, such term shall be excluded to the extent of such invalidity or unenforceability; all other terms hereof shall remain in full force and effect; and, to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term. If application of this Severability provision should materially and adversely affect the economic substance of the transactions contemplated hereby, the Party adversely impacted shall be entitled to compensation for such adverse impact, provided the reason for the invalidity or unenforceability of a term is not due to the misconduct by the Party seeking such compensation.
- i. Notices: Notices required or permitted to be given by a Party to the others must be in writing and either delivered in person or sent to the address shown below (or such subsequent address as may be designated by either party in writing) by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt:
- | | |
|-------------------------|--------------------------------|
| Mr. Ben Broussard | City of Casper |
| Director of Finance | Attn: Public Services Director |
| MG Real Properties, LTD | 200 North David |
| 1655 Louisiana Street | Casper, WY 82601 |
| Beaumont, Texas 77701 | |
- j. Headings: The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation thereof.
- k. Survival: All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with this Agreement, as well as all continuing obligations indicated in this Agreement, will survive final payment, completion and acceptance of the services and termination or completion of the Agreement.

- l. Copies: This Agreement may be executed in more than one copy, each copy of which shall serve as an original for all purposes, but all copies shall constitute but one and the same Agreement.
- m. Authority: Each individual executing this Agreement for and on behalf of their principals hereby state that they have the requisite power and authority to enter into this Agreement and to consummate the transactions contemplated and intended hereby. Owner further states that it is authorized to transact business in the State of Wyoming, properly registered and not delinquent with the Secretary of State.

[THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

STATE OF Texas)
COUNTY OF Tefferson) ss.

This instrument was acknowledged before me this 16th day of August, 2019,
by Mr. Ben Broussard as Director of Finance/MR Real Properties, LTD.



Karen Luke
NOTARY PUBLIC

My commission expires: 11/19/19

STATE OF _____)
COUNTY OF _____) ss.

NA

This instrument was acknowledged before me this _____ day of _____, 2019,
by _____ as _____
of _____, the Mortgagee.

(seal) _____
NOTARY PUBLIC

My commission expires: _____

STATE OF WYOMING)
COUNTY OF NATRONA) ss.

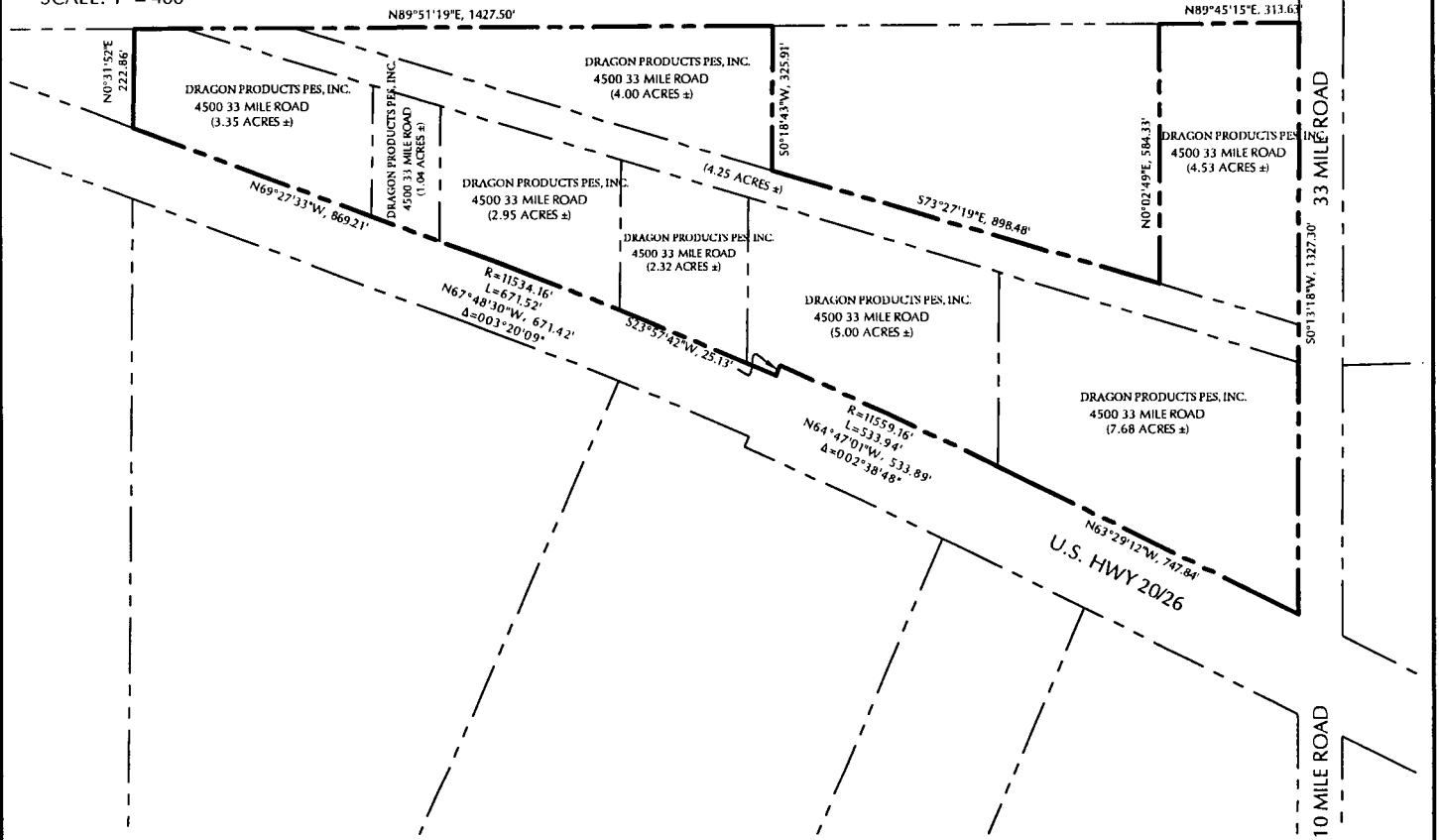
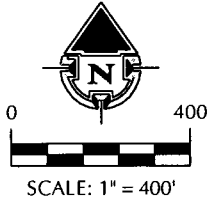
This instrument was acknowledged before me this _____ day of _____, 2019,
by Charles Powell as the Mayor of City of Casper, Wyoming, a Wyoming municipal
corporation.

(seal) _____
NOTARY PUBLIC

My commission expires: _____

EXHIBIT "A" LOCATION MAP

MG REAL PROPERTIES, LTD.
4500 33 MILE ROAD
CASPER, WYOMING, NATRONA COUNTY



VICINITY MAP

PROPOSED
SERVICE
LOCATION

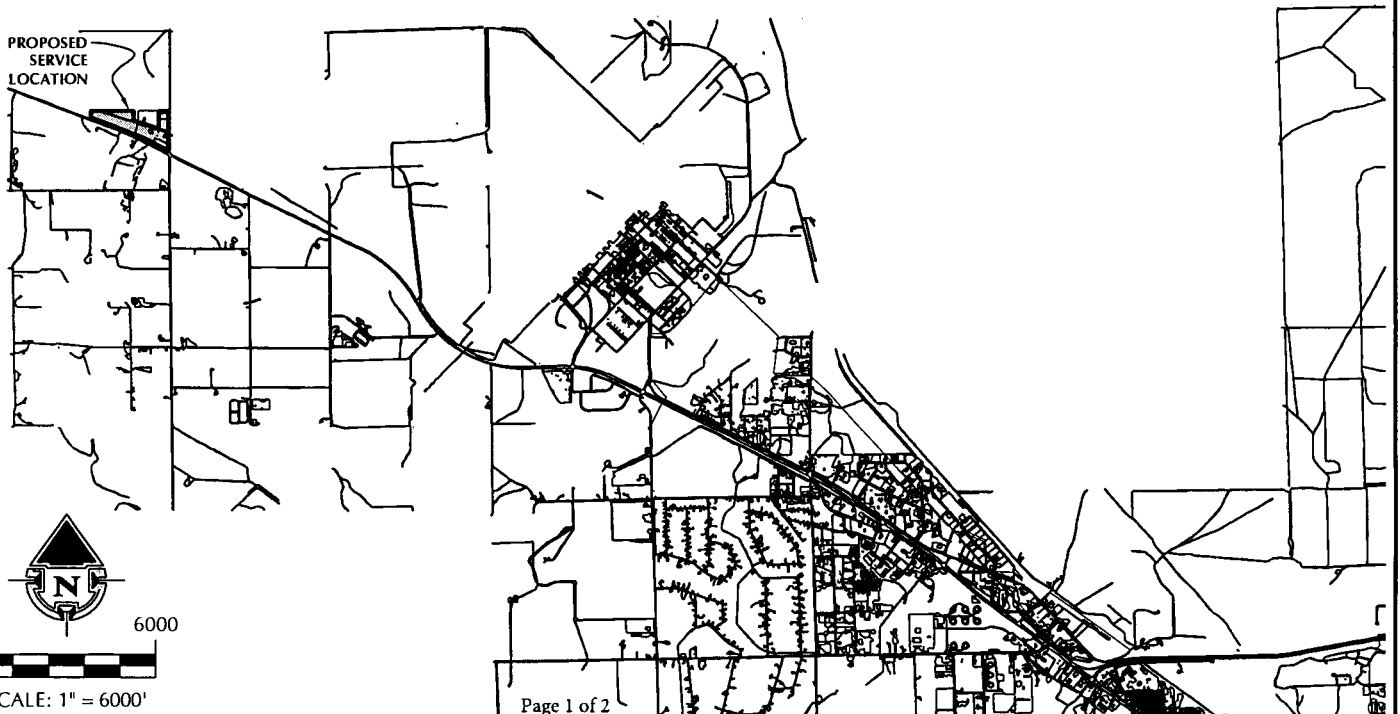


Exhibit "A"

The foregoing Parcel of land is located in and being a portion of the N1/2SE1/4, and SE1/4SE1/4, Section 14, Township 34 North, Range 81 West of the Sixth Principal Meridian, Natrona County, Wyoming, being more particularly described by metes and bounds as follows:

Commencing at the east 1/4 corner of Section 14, thence along the north line of the SE1/4, S89°50'03"W, 50.00 feet to the Point of Beginning; thence from said Point of Beginning and along the west right-of-way line of 33 Mile Road, S0°13'18"W, 1327.30 feet to a point in the northeast line of U.S. Highway 20/26; thence along the northeast right-of-way line of U.S. Highway 20/26 for the next 5 calls, N63°29'12"W, 747.84 feet; thence 533.94 feet along a non-tangent curve to the left having a radius of 11559.16 feet, a central angle of 2°38'48", a chord bearing of N64°47'01"W, and a chord length of 533.89 feet; thence S23°57'42"W, 25.13 feet; thence 671.52 feet along a non-tangent curve to the left having a radius of 11534.16 feet, a central angle of 3°20'09", a chord bearing of N67°48'30"W, and a chord length of 671.42 feet; thence N69°27'33"W, 869.21 feet to a point in the west line of said N1/2SE1/4, thence along the west line of said N1/2SE1/4, N0°31'52"E, 222.86 feet a point in the north line of said SE1/4; thence along the north line of said SE1/4, N89°51'19"E, 1427.50 feet; thence into and across said SE1/4 for the next 3 calls, S0°18'43"W, 325.91 feet; thence S73°27'19"E, 898.48 feet; thence N0°02'49"E, 584.33 feet to a point in the north line of said SE1/4; thence along the north line of said SE1/4, N89°45'15"E, 313.63 feet to the Point of Beginning.

The above described Parcel contains 35.13 acres, more or less, and is subject to any and all rights-of-way, easements, reservations, and encumbrances which have been legally acquired.

COMMITMENT TO ANNEX TO THE CITY OF CASPER, WYOMING
(Corporate/Partnership Form)

We, MG Real Properties, Ltd, respectively the owner(s) and mortgagee of the following described real estate located in Natrona County, to-wit:

MG REAL PROPERTIES, LTD.
4500 33 MILE ROAD
CASPER, WYOMING, NATRONA COUNTY
PROPERTY AS DESCRIBED IN EXHIBIT "A"

for valuable consideration, the receipt of which is hereby acknowledged, agree and commit to the annexation of the above-described property to the City of Casper, Wyoming at the request of the Casper City Council or on a property owner's petition. The undersigned further waive any statutory or other right to protest any such annexation.

This commitment to annex shall run with and bind the above described real property, and shall be included in every sale, conveyance or mortgage involving the above-described property. This commitment to annex shall be binding upon the said Owner and Mortgagee, and their heirs, successors, and assigns forever.

MG Real Properties, LTD
AS OWNER:


8/16/2019
Date

By: 

Name: Ben Broussard

Title: Director of Finance

Date


MORTGAGEE

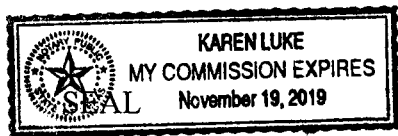
By: _____

Name: _____

Title: _____

STATE OF Texas)
COUNTY OF Jefferson) ss.

This instrument was acknowledged before me this 16th day of August, 2019,
by Ben Broussard, as Director of Finance of MG Real Properties, LTD.



Karen Luke
Notary Public

My commission expires: 11/19/19

STATE OF _____)
COUNTY OF _____) ss.

N/A

This instrument was acknowledged before me this _____ day of _____,
2019, by _____, as _____ of
_____, MORTGAGEE.

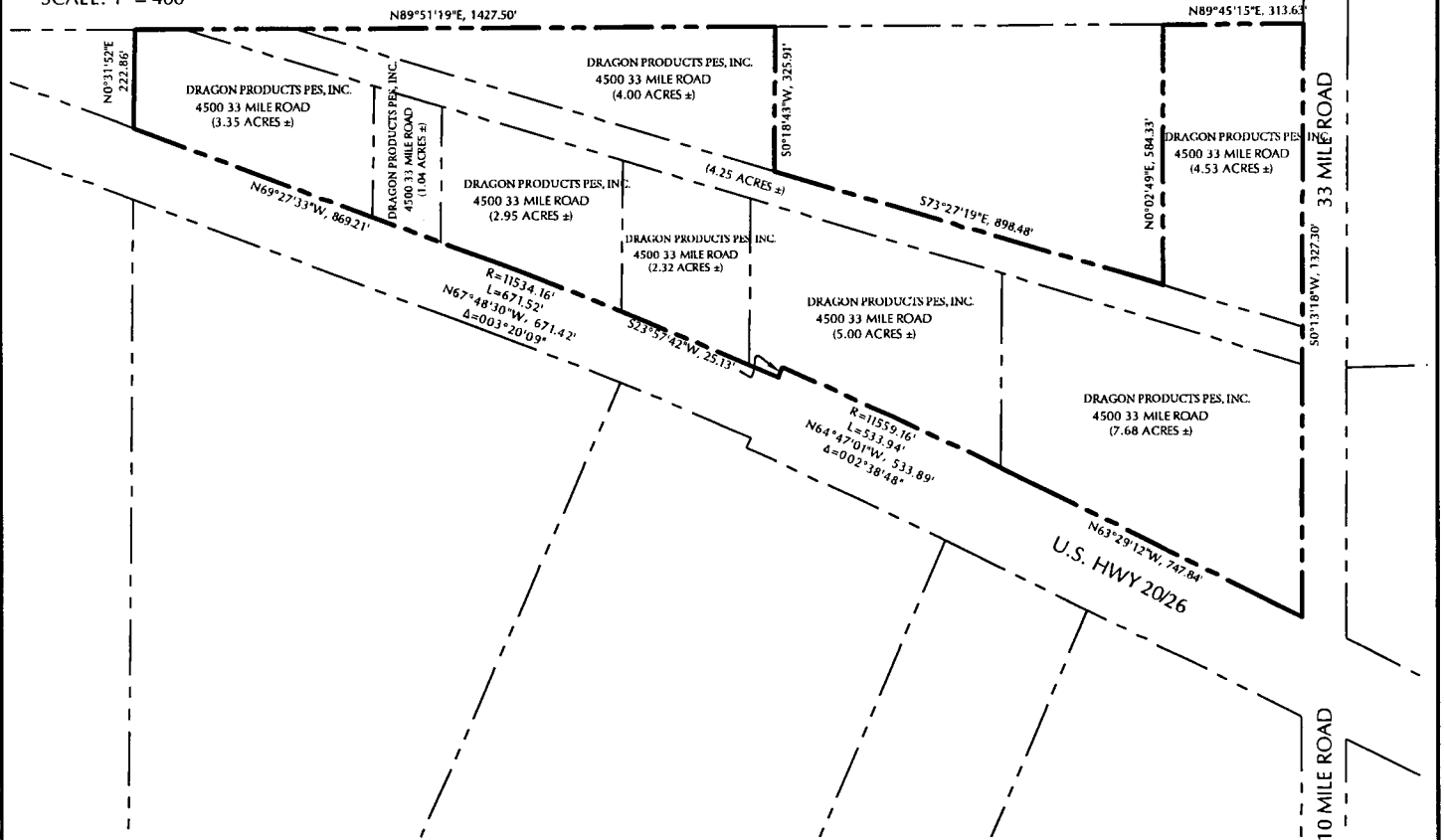
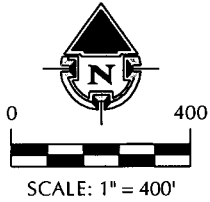
SEAL

Notary Public

My commission expires: _____

EXHIBIT "A" LOCATION MAP

MG REAL PROPERTIES, LTD.
4500 33 MILE ROAD
CASPER, WYOMING, NATRONA COUNTY



VICINITY MAP

PROPOSED
SERVICE
LOCATION

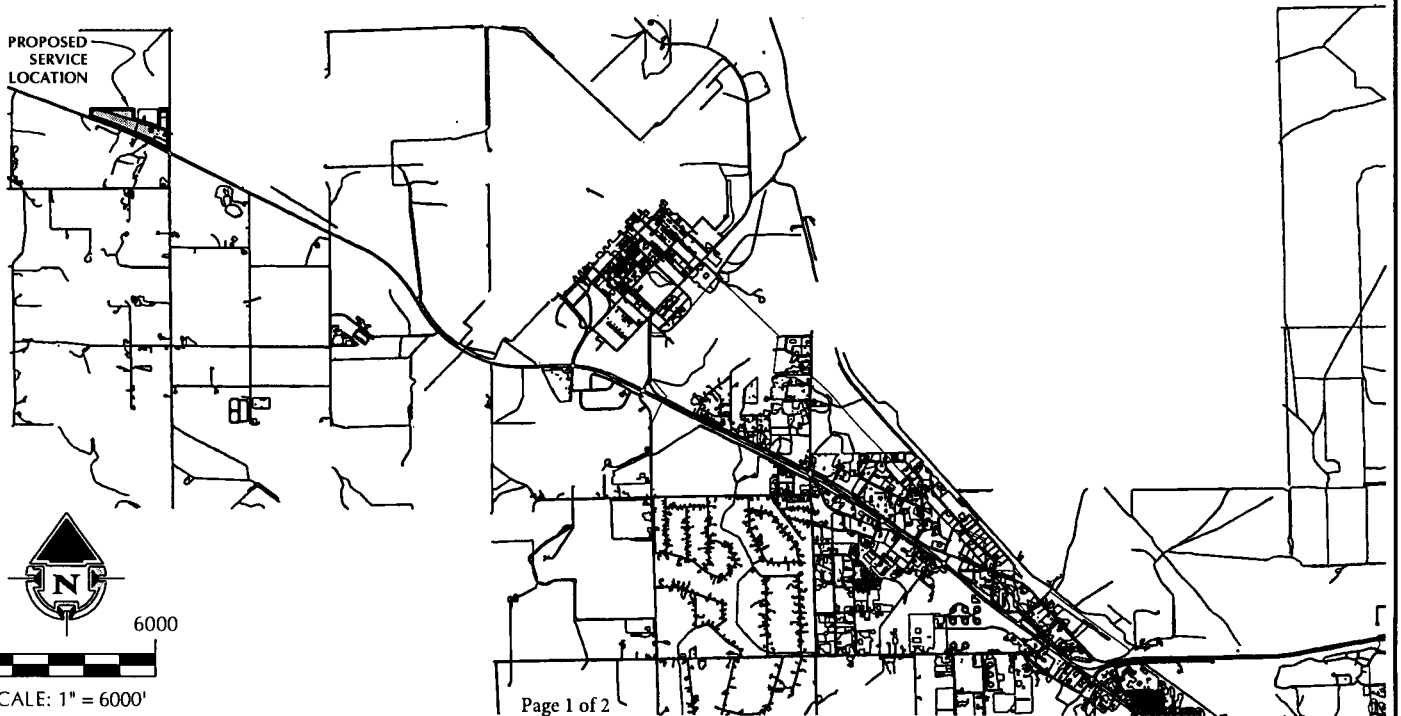
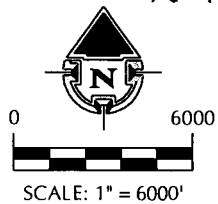


Exhibit "A"

The foregoing Parcel of land is located in and being a portion of the N1/2SE1/4, and SE1/4SE1/4, Section 14, Township 34 North, Range 81 West of the Sixth Principal Meridian, Natrona County, Wyoming, being more particularly described by metes and bounds as follows:

Commencing at the east 1/4 corner of Section 14, thence along the north line of the SE1/4, S89°50'03"W, 50.00 feet to the Point of Beginning; thence from said Point of Beginning and along the west right-of-way line of 33 Mile Road, S0°13'18"W, 1327.30 feet to a point in the northeast line of U.S. Highway 20/26; thence along the northeast right-of-way line of U.S. Highway 20/26 for the next 5 calls, N63°29'12"W, 747.84 feet; thence 533.94 feet along a non-tangent curve to the left having a radius of 11559.16 feet, a central angle of 2°38'48", a chord bearing of N64°47'01"W, and a chord length of 533.89 feet; thence S23°57'42"W, 25.13 feet; thence 671.52 feet along a non-tangent curve to the left having a radius of 11534.16 feet, a central angle of 3°20'09", a chord bearing of N67°48'30"W, and a chord length of 671.42 feet; thence N69°27'33"W, 869.21 feet to a point in the west line of said N1/2SE1/4, thence along the west line of said N1/2SE1/4, N0°31'52"E, 222.86 feet a point in the north line of said SE1/4; thence along the north line of said SE1/4, N89°51'19"E, 1427.50 feet; thence into and across said SE1/4 for the next 3 calls, S0°18'43"W, 325.91 feet; thence S73°27'19"E, 898.48 feet; thence N0°02'49"E, 584.33 feet to a point in the north line of said SE1/4; thence along the north line of said SE1/4, N89°45'15"E, 313.63 feet to the Point of Beginning.

The above described Parcel contains 35.13 acres, more or less, and is subject to any and all rights-of-way, easements, reservations, and encumbrances which have been legally acquired.

RESOLUTION NO.19-186

A RESOLUTION AUTHORIZING A CONTRACT FOR
OUTSIDE-CITY SEWER SERVICE WITH MG REAL
PROPERTIES, LTD.

WHEREAS, MG Real Properties, LTD has requested outside-City sewer service
from the City of Casper for 4500 33 Mile Road Casper, Wyoming 82604; and,


WHEREAS, a contract for providing such sewer service has been proposed
containing obligations concerning all parties; and,

WHEREAS, such contract is deemed to be in the best interest of the City of
Casper.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF
THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to
execute, and the City Clerk to attest, a Contract for Outside-City Sewer Service with MG Real
Properties, LTD, 1655 Louisiana Street, Beaumont, Texas 77701.

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

August 15, 2019

MEMO TO: J. Carter Napier, City Manager *JCN*
FROM: Keith McPheeters, Chief of Police *KMP 307*
SUBJECT: Authorizing a Contract with ConvergeOne, Inc. to Upgrade the Existing 911 Phone System and Provide Five Year Maintenance Coverage on Software and Hardware.

Meeting Type & Date
Regular Council Meeting
September 3, 2019

Action type
Resolution

Recommendation
That Council, by resolution, authorize a contract with ConvergeOne, Inc., to upgrade the existing 911 phone system and provide five-year maintenance coverage on the software and hardware.

Summary
At the August 6, 2019 Council meeting, Resolution No. 19-164 was passed, which authorized a contract with Venture Technologies, to upgrade the existing 911 phone system and provide five-year maintenance. Unknown to the City at the time, Venture Technologies had been purchased by ConvergeOne, Inc. The contract needs to be executed by, ConvergeOne, Inc, and the City of Casper. We are requesting that Council rescind Resolution No. 19-164 and pass a new resolution approving a contract between the City and ConvergeOne, Inc.

The current 911 phone system, that was purchased and installed in 2013, has reached end of life and can no longer receive updates from the vendor. A new proposal with an upgraded 911 system has been obtained to replace the current system. The new 911 system maintains many of the features and capabilities of the current system. The proposed 911 system does come with full compatibility for NG911, which will allow for future advancement of sending pictures and video through the 911 System. The NG911 network requires Century Link and other cellular vendors to also have this capability which are currently unavailable in our area. Build out of this feature will require extensive planning before implementation. The feature that will be available at the time of implementation, will be Text2911. This will allow citizens the capability to send a text message to 911 when cellular coverage is minimal. This feature will also enhance our capability to assist those with disabilities and those in a situation when talking needs to be limited.

Financial Considerations
Funding source for this project will come from the PSCC Depreciation Expense line item in the amount of \$398,956.17.

Oversight/Project Responsibility
Scott Hoffman, Police Technologies Manager
Lori Jackson, PSCC Manager
Michael Szewczyk, IT Manager

Attachments

Contract for Professional Services
Resolution

CONTRACT FOR PROFESSIONAL SERVICES

PART I - AGREEMENT

This Contract for Professional Services ("Contract") is entered into on this 29TH day of AUGUST, 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. ConvergeOne, Inc., ("Contractor") 401 East E Street, Casper, Wyoming, 82601

Throughout this document, the City and the Contractor may be collectively referred to as the "parties."

RECITALS

- A. The City is undertaking a project to upgrade the existing 911 phone system.
- B. The project requires professional services for the VIPER upgrade and five year maintenance coverage to the existing 911 phone system.
- C. The Contractor 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 Contractor for such services.

NOW, THEREFORE, in consideration of the covenants and conditions set forth herein to be performed, the parties agree as follows:

1. SCOPE OF SERVICES:

The Contractor shall perform the following services in connection with and respecting the project:

- A. Provide all the equipment listed in the Attachment A and assign a person to work directly with the City as the main point of contact.
- B. VIPER Upgrade and 5-year warranty coverage on software and hardware, all in accordance with Attachments B, C, and D.
- C. Planning Stage:
 1. Assign a project manager to work directly with City's project manager
 2. Discuss equipment arrival and installation plans with City of Casper
 3. Verify all equipment is accounted for and not visibly damaged
 4. Schedule the installation and implementation
 5. Analyze existing Viper 911 systems to identify correct configuration parameters for new system including, but not limited to:

- a. Current 911 Trunk Answer/Transfer Capabilities
 - b. TDD/TTY
 - c. Call Detail Printing
 - d. CAD Interface
 - e. Redundant ALI links
 - f. Trunk and station logging recording
 - g. Call check recording
 - h. SIP client
 - i. Call Answer, Hold, Release
 - j. Call Transfer (Supervised and Blind)
 - k. Conferencing
 - l. DRMF/Hook flash support for same line transfer (Tandem transfer)
 - m. Barge-in
 - n. Line Pooling
 - o. Caller ID Display
 - p. Private Call Park
 - q. Station to station calls (between SIP-compliant positions and IP Phones)
- 6. Establish design parameters for MIS system including, but not limited to:
 - a. Generate comprehensive reports
 - b. Perform detailed queries on call, incidents and dispatch handling activities of one or more emergency response centers
 - c. Print call, incident, and dispatch reports
 - 7. Create detailed migration plan from current to new system
 - 8. Establish testing procedures

D. Configuration and Implementation Stage:

- 1. Unpack, assemble, mount, cable, and power all equipment outlined in Attachment A
- 2. Verify equipment in Attachment A is functioning and properly installed

2. TIME OF PERFORMANCE:

The services of the Contractor shall be undertaken and completed on or before the 25th day of November, 2019.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Contractor shall be compensated for services performed in accordance with paragraph 1, not to exceed a lump sum of Three Hundred Ninety Eight Thousand Nine Hundred Fifty Six Dollars and Seventeen Cents (\$398,956.17).

4. METHOD OF PAYMENT:

Payment will be made following completion of the terms set forth herein and receipt of an itemized invoice, certified under penalty of perjury, from the Contractor for services rendered in conformance with the Contract, and following approval by the Casper City Council. Contractor shall submit an invoice for payment specifying that it 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. 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.

5. TERMS AND CONDITIONS:

This Contract is subject to and incorporates the provisions attached hereto as PART II -- GENERAL TERMS AND CONDITIONS.

6. EXTENT OF CONTRACT:

This Contract represents the entire and integrated Agreement between the City and the Contractor, and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended only by written instrument signed by both the City's and the Contractor's authorized representatives.

The City and the Contractor each individually represent that they have the requisite authority to execute this Contract and perform the services described in this Contract.

IN WITNESS WHEREOF, the undersigned duly authorized representatives of the parties have executed this Contract as of the day and year above.

APPROVED AS TO FORM

Walter Tremel

ATTEST

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Charles Powell
Mayor

WITNESS

CONTRACTOR
ConvergeOne, Inc.

By: _____

By: Klaus Hillmann

Printed Name: _____

Printed Name: KLAUS HILLMANN

Title: _____

Title: EXECUTIVE VICE 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:

Template 3/7/18

Contractor's Name: ConvergeOne, Inc.

Page 5 of 11

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.

RESOLUTION NO.19-187

A RESOLUTION AUTHORIZING A CONTRACT WITH CONVERGEONE, INC, TO UPGRADE THE EXISTING 911 PHONE SYSTEM.

WHEREAS, the City of Casper desires to purchase an upgrade to the existing 911 phone system, and five-year maintenance coverage; and,

WHEREAS, ConvergeOne, Inc., located in Casper, Wyoming, is willing and able to provide such a service.

WHEREAS, Council approved Resolution No. 19-164, on August 6, 2019, for an upgrade to the existing 911 phone system, and five-year maintenance coverage with Venture Technologies.

WHEREAS, unknown to the City, Venture Technologies was recently purchased by ConvergeOne, Inc.

WHEREAS, the contract for an upgrade to the existing 911 phone system, and five-year maintenance coverage, needs to be executed by the proper legal entities, ConvergeOne, Inc. and the City of Casper.

WHEREAS resolution No. 19-164 should be rescinded and this resolution should be approved, and a new contract should be executed by the parties.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That Resolution No. 19-164 is hereby rescinded.

BE IT FURTHER RESOLVED: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a contract with ConvergeOne, Inc., to upgrade the 911 phone system, along with a five-year warranty.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified payment throughout the term of the agreement in an amount not to exceed Three Hundred Ninety-Eight Thousand Nine Hundred Fifty-Six Dollars and Seventeen Cents (\$398,956.17)

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

APPROVED AS TO FORM:



ATTEST:

Fleur D. Tremel
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Charles Powell
Mayor

August 19, 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 Bobcat Gas Mower, in the Total Amount of \$10,093, for Use by the Water Distribution Garage of the Public Services Department.

Meeting Type & Date

Regular Council Meeting
September 3, 2019

Action type

Minute Action

Recommendation

That Council, by minute action, authorize the purchase of one (1) new Bobcat gas mower, from Midland Implement, Billings, Montana, to be used by the Water Distribution Garage of the Public Services Department, in the total amount of \$10,093.

Summary

On June 19, 2019 quotes were requested for one (1) new zero turn gas mower. Three (3) quotes were received from vendors.

The new mower will be utilized during the growing season to maintain the native landscape around Water Distribution facility on Wyoming Boulevard, as well as all areas around the water storage tanks in and around Casper. The recommended purchase of this Bobcat mower meets all of the required specifications for this application. The quotes were as follows:

<u>Bid Item</u>	<u>Vendor</u>	<u>Total Amount</u>
(1) One Bobcat Predator Zero Turn Mower	Midland Implement Billings, MT	\$10,093.00
(1) One John Deere Z970R ZTrak Mower	Stotz Equipment. Casper, WY	\$13,100.00
(1) One Toro Z Master 6000 Zero Turn Mower	SLE Equipment	\$15,949.00

Financial Considerations

This purchase was approved in the FY20 adopted budget and is funded by the Water Fund.

Oversight/Project Responsibility

This purchase will be made by Dan Coryell, Fleet Manager, with oversight being transferred to Clint Connor, Water Distribution Manager, after the equipment is received.

Attachments

No Attachments