

COUNCIL MEETING AGENDA

**Casper City Council
City Hall, Council Chambers
Tuesday, August 20, 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 5, 2019 SPECIAL COUNCIL MEETING, AS PUBLISHED IN THE CASPER STAR-TRIBUNE ON AUGUST 16, 2019
4. CONSIDERATION OF MINUTES OF THE AUGUST 5, 2019 EXECUTIVE SESSION – PERSONNEL

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5. CONSIDERATION OF MINUTES OF THE AUGUST 6, 2019 REGULAR COUNCIL MEETING, AS PUBLISHED IN THE CASPER STAR-TRIBUNE ON AUGUST 17, 2019
6. CONSIDERATION OF MINUTES OF THE AUGUST 6, 2019 EXECUTIVE SESSION – PERSONNEL AND PROPERTY ACQUISITION
7. CONSIDERATION OF MINUTES OF THE AUGUST 13, 2019 SPECIAL COUNCIL MEETING, AS PUBLISHED IN THE CASPER STAR-TRIBUNE ON AUGUST 18, 2019
8. CONSIDERATION OF MINUTES OF THE AUGUST 13, 2019 EXECUTIVE SESSION – PERSONNEL AND PROPERTY ACQUISITION
9. CONSIDERATION OF BILLS AND CLAIMS
10. COMMUNICATIONS
 - A. From Persons Present
11. ESTABLISH DATE OF PUBLIC HEARINGS
 - A. Consent
 1. Establish September 3, 2019, as the Public Hearing Date for 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**.
 2. Establish September 17, 2019, as the Public Hearing Date for 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.

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12. PUBLIC HEARINGS

A. Ordinance

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

B. Resolution

1. Adoption of **Fiscal Year 2020 Budget Amendment**.

13. SECOND 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

- 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

14. RESOLUTIONS

A. Consent

1. Rescind the Previously Authorized Revocable License Agreement and Authorize a New Revocable License Agreement with **Jeff McDonald** for **Maintenance of a Deck** within City-owned property.

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14. RESOLUTIONS (continued)

A. Consent

2. Authorizing a Procurement Agreement with **DC Frost Associates, Inc.**, in the Amount of \$40,278.48, for Eighteen (18) Wiper Kits and Associated Parts to be used on the **Ultra Violet Disinfection System at the Sam H. Hobbs Wastewater Treatment Plant**.
3. Authorizing Amendment No. 1 to the Procurement Agreement with **DC Frost Associates, Inc.**, Amending Certain Language for the **Ultra Violet Disinfection System at the Sam H. Hobbs Wastewater Treatment Plant**.
4. Authorizing a Professional Services Agreement with **Golder Associates**, in the Amount of \$67,604, for Preparation of a **Permit Amendment for the Casper Regional Landfill**.
5. Authorizing a Contract for **Outside-City Water Service** with **Steven W. Hanson**.
6. Authorizing an Agreement with **Shamrock Environmental Corporation**, in the Amount of \$3,061,635.90, and a Deduct Change Order in the Amount of \$605,676.50, for a Revised Contract Price of \$2,455,959.40 for the **North Platte River Restoration-First Street Reach Project**.
7. Authorizing the City of Casper to Elect **Employee Contributions** to be Paid to the **Wyoming Retirement System as Untaxed**.
8. Authorizing a Contract for **Outside-City Water Service** with **C.E. Swinney, LLC**.
9. Authorizing Acceptance of a **Grant Award** from the **Wyoming Office of the Attorney General, Division of Victim Services**, in the Amount of \$100,205, to be Used for Existing Salaries, Training, Operating Expenses, Emergency Assistance, Advertising, and Other Services Covered by the Grant.
10. Authorizing the Purchase of **Three Dual-purpose Canines**, in the Amount of \$27,000, from **Southern Coast K9 Inc**.

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15. MINUTE ACTION

A. Consent

1. Authorizing 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.**

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

17. ADJOURNMENT

Upcoming Council meetings

Council meetings

6:00 p.m. Tuesday, September 3, 2019– Council Chambers
6:00 p.m. Tuesday, September 17, 2019 – Council Chambers

Work sessions

4:30 p.m. Tuesday, August 27, 2019 – Council Meeting Room
4:30 p.m. Tuesday, September 10, 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 5, 2019

1. ROLL CALL

Casper City Council met in special session at 4:30 p.m., Tuesday, August 5, 2019. Present: Councilmembers Johnson, Freel, Huber, Pacheco, Hopkins, Lutz, Bates and Mayor Powell.

2. PLEDGE OF ALLEGIANCE

Mayor Powell led the audience in the Pledge of Allegiance.

3. WARD III COUNCILMEMBER APPLICANT INTERVIEWS

Mayor Powell stated that Council would be interviewing candidates to fill the Ward III Councilmember vacancy which would have terminated on January 5, 2021. He stated that the person filling this vacancy may choose to run for re-election in November 2020.

Mayor Powell also stated that each candidate would be allowed ten (10) minutes to respond to the following questions: tell us about yourself; explain why you want to serve on the City Council; describe your qualifications and how they will benefit the City of Casper; what are your feelings toward running for re-election in the 2020 general election; and tell us about your availability to serve the time commitments of Council meetings and board meetings.

Mayor Powell gave general information about the time requirements of serving on Council and stated that the successful candidate would be sworn in at the August 6, 2019 regular Council meeting.

The following candidates addressed Council: Tanis Lovercheck-Saunders, Ed Opella, Terry Wingerter, Stephen Cathey, James Bell, Christopher Dresang, Jeff Goetz, Sarah Szewczyk, Tammy Haverlock, Keith Goodenough, Peter Owen, Robert Johnson, and Emily Kendall.

4. EXECUTIVE SESSION

At 6:21 p.m., it was moved by Councilmember Pacheco, seconded by Councilmember Freel to adjourn into executive session to discuss personnel. Motion passed. Councilmembers then adjourned to the Council meeting room.

At 7:16 p.m., it was moved by Councilmember Hopkins, seconded by Councilmember Johnson, to adjourn the executive session. Councilmembers returned to the Council Chambers.

5. APPOINTMENT OF WARD III COUNCILMEMBER

Moved by Councilmember Hopkins, to appoint, by minute action, Stephen Cathey, to fill the Ward III Council seat vacancy created by the resignation of Chris Walsh, this appointment to be effective at the August 6, 2019 regular Council meeting. Seconded by Councilmember Lutz. Motion passed.

Councilmembers Johnson, Bates, and and Mayor Powell made statements to thank the candidates for their interest, compliment their qualifications, and encourage them to continue to be active in our community.

6. ADJOURNMENT

Moved by Councilmember Pacheco, seconded by Councilmember Freel to, by minute action adjourn. Motion passed.

The meeting was adjourned at 7:23 p.m.

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Charles Powell
Mayor

COUNCIL PROCEEDINGS
Casper City Hall – Council Chambers
August 6, 2019

1. ROLL CALL

Casper City Council met in regular session at 6:02 p.m., Tuesday, August 6, 2019. Present: Councilmembers Bates, Freel, Hopkins, Huber, Johnson, Lutz, Pacheco, and Mayor Powell.

2. PLEDGE OF ALLEGIANCE

Miss M. Booth from the audience led the audience in the Pledge of Allegiance.

3. MINUTES

Moved by Councilmember Johnson, seconded by Councilmember Pacheco, to, by minute action, approve the minutes of the July 16, 2019, regular Council meeting, as published in the Casper-Star Tribune on July 24, 2019. Motion passed.

4. EXECUTIVE SESSION MINUTES

Moved by Councilmember Freel, seconded by Councilmember Huber, to, by minute action, approve the minutes of the July 16, 2019, executive session. Mayor Powell abstained from voting. Motion passed.

5. BILLS & CLAIMS

Moved by Councilmember Johnson, seconded by Councilmember Bates, to, by minute action, approve payment of the August 6, 2019, bills and claims, as audited by City Manager Napier. Motion passed.

Bills & Claims 08/06/19		
71Const	Projects	\$376,914.38
AMBI	Services	\$502.49
AAALndsc	Services	\$3,492.33
Araver	Reimb	\$33.92
AirInvtns	Services	\$28,143.96
AirSltns	Services	\$10,939.40
AllisonH&G	Services	\$405.00
Alluretech	Services	\$42.00
AndreenHunt	Projects	\$136,852.80
AndritzSep	Services	\$6,055.00
Adeniz	Refund	\$210.70
Arcadis	Services	\$4,564.14
AtlanticElct	Services	\$865.50
B&Bsales	Services	\$1,575.35
B32Eng	Services	\$2,585.00
BnkofAmerica	Goods	\$145,084.39
BigWLndscp	Services	\$800.00
BlkHillsEnergy	Utilities	\$24,831.45

BWillis	Reimb	\$150.00
BoysGirlsClub	Funding	\$18,321.25
Brenntag	Goods	\$56,496.15
BrbacksRefrig	Services	\$1,756.63
CarolinaSftwr	Goods	\$700.00
CsprBldSys	Services	\$35,473.68
CsprElect	Services	\$3,511.00
CsprPubUtl	Services	\$407,402.58
CsprStarTrib	Ads	\$216.44
CsprTinShp	Services	\$7,582.00
CntrlPaint	Services	\$2,097.80
CntrlWyRegWtr	Services	\$588,215.39
CntrlWySrSvcs	Funding	\$53,343.30
CenturyLink	Utilities	\$14,891.64
CShipman	Reimb	\$150.00
CityofCasper	Services	\$163,226.29
CvlEngProf	Services	\$4,832.50
ClimbWy	Services	\$39,825.75
CMITeco	Services	\$379,849.00
CommTech	Goods	\$211.50
CmmntyAction	Funding	\$30,000.00
CompleteSftySv	Train	\$2,080.00
CPU	Services	\$2,177.00
Comtronix	Services	\$192.00
CncrdanceHlth	Services	\$5,750.96
CnvergeOne	Services	\$5,307.40
Core&Main	Goods	\$11,100.30
CrimeScene	Services	\$109.87
DaveLodenConst	Services	\$780.00
Dell	Goods	\$336.45
DeltaDental	Services	\$30,911.57
Divergence	Services	\$300.00
DPCInd	Goods	\$13,954.92
DynmcCtrls	Goods	\$180.00
EatonSls	Goods	\$1,783.10
EcnmcDevJtPwrs	Funding	\$107,182.25
LBecher	Reimb	\$228.00
EmrgncyMedPhy	Services	\$386.00
EmpireFire	Services	\$3,625.00
EngDsgnAssoc	Services	\$625.00
EnvrnmtlCvlSol	Services	\$9,731.91
FmlyJrnyCntr	Funding	\$4,224.88
FirstData	Services	\$3,165.28
FrontlineFire	Goods	\$1,295.00
Galls	Uniforms	\$1,677.49

Geosyntec	Services	\$1,118.49
GlobalSpect	Funding	\$29,000.00
GolderAssoc	Services	\$9,117.50
GranitePeak	Services	\$750.00
GreenleafTech	Services	\$978.53
GYoneda	Reimb	\$37.91
GrizzlyExc	Projects	\$2,550.00
GSG	Services	\$3,816.03
Hach	Goods	\$4,079.58
HarrisComp	Services	\$92,157.91
HDREng	Projects	\$7,032.06
Hitek	Services	\$6,601.00
Homax	Goods	\$55,681.04
HopperDisp	Services	\$34,800.00
HUBIntl	Services	\$23,845.00
Interfaith	Funding	\$5,750.00
JWinzenried	Reimb	\$119.99
JCKirk	Reimb	\$150.00
JKramer	Refund	\$500.00
JKCEng	Services	\$2,193.50
KRoberts	Reimb	\$100.00
Kiwanis	Dues	\$228.00
KnifeRvr	Services	\$317,152.90
KubwtrRes	Services	\$5,618.85
KVDavis	Services	\$100.00
LawOfficeHYoung	Services	\$1,350.00
LisasSpicnspan	Services	\$981.00
LoenbroInst	Services	\$451.25
LongBldgTech	Services	\$12,262.40
Lower&co	Services	\$1,000.00
MBakerIntl	Services	\$5,000.00
ModernElect	Services	\$59,110.00
MtnStates	Services	\$527.71
MntWest	Services	\$1,003.56
Nalco	Goods	\$16,740.00
Napa	Goods	\$144,209.14
NBS	Services	\$429.75
NewcomTech	Services	\$1,200.00
NrthParkTrans	Services	\$136.28
OfficeStateLands	Services	\$430,188.65
OlsonAuto	Services	\$891.76
OneCall	Services	\$985.50
PolishedConcrete	Services	\$30,770.00
PostalPros	Services	\$12,538.55
Printworks	Services	\$513.12

Proforce	Goods	\$4,301.80
PSCC	Services	\$533.60
Pubwrks	Services	\$5,232.00
Ramshorn	Projects	\$29,731.50
RecycledMat	Services	\$5,375.00
RecyklingInd	Services	\$13,350.00
ResourceMgmt	Services	\$472.00
RMoore	Reimb	\$136.49
Ricoh	Goods	\$4,895.00
RckyMtnPwr	Utilities	\$268,550.65
RootrSwr	Services	\$2,882.76
RotaryClb	Dues	\$228.00
SZimmerman	Reimb	\$75.00
SIngledeu	Reimb	\$147.59
ShoshoneDist	Goods	\$591.00
Smarsh	Services	\$3,680.50
StantecConsult	Services	\$62,561.36
StateofNE	Services	\$3.00
StWYDEQ	Services	\$528.31
StWYDCI	Services	\$30.00
StWYNotary	Services	\$60.00
Stateline7	Services	\$550.00
Stealth	Services	\$49,737.31
SterlingInfo	Services	\$683.16
TBarnes	Reimb	\$150.00
TDowel	Refund	\$600.00
33MileRd	Services	\$234.64
TopOffice	Goods	\$132.40
TransmissionDist	Goods	\$72,772.92
TGarcia	Reimb	\$150.00
TretoConst	Projects	\$308,795.40
TrihydroCorp	Services	\$9,999.50
TylerTech	Services	\$146,434.21
Uniforms2Gear	Uniforms	\$278.13
UrgentCare	Services	\$370.00
UVDctr	Goods	\$4,578.80
ViewpointGov	Services	\$2,457.00
VRCCo	Goods	\$240.00
WWCEng	Projects	\$22,881.47
WColemanConst	Projects	\$126,212.21
WenckAssoc	Services	\$12,946.32
WBeer	Reimb	\$147.59
WestPlainsEng	Services	\$1,750.00
WH LLC	Services	\$14,651.25
WllmsPrtDayNvll	Services	\$175.00

WLCEng	Services	\$7,822.35
WARM	Services	\$594,110.74
WYDOT	Services	\$3,731.62
WYCntrlAbate	Services	\$256.80
YthCrisisCntr	Funding	\$15,000.00
		\$5,884,236.43

6. INTRODUCTION AND SWEARING IN

City Clerk Fleur Tremel issued the oath of office to newly-appointed Councilmember Stephen R. Cathey. Councilmember Cathey thanked Council for selecting him for the position. He also introduced his wife who was present in the audience. Roll was not called, but the Mayor acknowledged that Councilmember Cathey was now present for the remainder of the meeting.

7. BRIGHT SPOT

Mayor Powell welcomed Casper Youth Baseball players to the meeting and shared the successes of the All-Star Little League International tournaments. The ballplayers present came forward to be acknowledged and Mayor Powell congratulated them and thanked everyone that supports the program.

8. COMMUNICATIONS FROM PERSONS PRESENT

Individuals addressing the Council were: Rob Caputa, Caputa's Catering, informing Council of the additional costs involved with the fire suppression standards and asking for relief from the food truck restrictions; Michelle Sabrosky, 1639 Palomino, Bar Nunn, urging Council for reasonable standards for food trucks and providing the Council with a book titled *Food Truck Fiasco*; Terry Wingerter, 1427 Hornchurch, congratulating Councilmember Cathey on his placement on Council; DeAnn Bradshaw, Kottage Katering, describing the difficulties of running a food truck in Casper and requesting less restrictions; Keith Rolland, 542 S. Durbin, asking Council to investigate an alarm in a private business; Callie Miller, Lefty's BBQ, requesting the removal of time restrictions on food trucks; Jason Booth, 2080 Fairgrounds, requesting that his daughter practice her presentation for the legislation and requesting removal of restrictions placed on food trucks; Paul Paad, 2781 Cherokee, asking for a respectful Council/citizen dialogue and expressing concern with International Codes; and Albert Metz, 6800 S. Poplar, expressing concerns about the potential annexation of his property.

9. ESTABLISH PUBLIC HEARINGS

Moved by Councilmember Bates, seconded by Councilmember Johnson, to, by minute action: establish August 20, 2019, as the public hearing date for consideration of:

- 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;
- b. adoption of fiscal year 2020 budget amendment; and

establish September 17, 2019, as the public hearing date for 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. Councilmember Cathey abstained from voting on the budget amendment item. Motion passed.

10.A.1 PUBLIC HEARING - ORDINANCE

Mayor Powell opened the public hearing for the consideration of the rezoning of 442 North Lennox Street. City Attorney Henley entered two (2) exhibits: correspondence from Liz Becher to J. Carter Napier, dated July 19, 2019 and an affidavit of publication, as published in the Casper-Star Tribune, dated July 15, 2019. City Manager Napier provided a brief report.

Speaking in support was Debby Smith-Hill, zoning applicant. There being no others to speak for or against the issues involving the rezoning, the public hearing was closed.

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 Hopkins presented the foregoing ordinance for approval, on first reading. Seconded by Councilmember Johnson. Councilmember Freel had questions about the zoning, and City Manager Napier indicated that further information could be provided before second reading of the ordinance. Motion passed.

10.A.2 PUBLIC HEARING - ORDINANCE

Mayor Powell opened the public hearing for the consideration of the zone change of 1014 Glenarm Street.

City Attorney Henley entered two (2) exhibits: correspondence from Liz Becher to J. Carter Napier, dated July 19, 2019 and an affidavit of publication, as published in the Casper-Star Tribune, dated July 15, 2019. City Manager Napier provided a brief report.

Speaking in support was; Kim Summerall-Wright, Casper Housing Authority Executive Director and Pat Sweeney, 951 N. Kimball.

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

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

10.A.3 PUBLIC HEARING - ORDINANCE

Mayor Powell opened the public hearing for the consideration of the amendments to the Municipal Code pertaining to parades.

City Attorney Henley entered one (1) exhibit: correspondence from J. Carter Napier and John Henley, dated July 22, 2019. City Manager Napier provided a brief report.

Speaking in opposition was Paul Paad, 2781 Cherokee. Councilmember Pacheco and Mayor Powell had questions for City Attorney Henley, which he addressed.

Also speaking in opposition was Pat Sweeney, 951 N. Kimball and Mileage Mike Harrison, 742 N. Jefferson.

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

Following ordinance read:

ORDINANCE NO. 24-19
AN ORDINANCE AMENDING ARTICLE I – PARADES –
SECTIONS 10.72.010-10.72.140.

Councilmember Pacheco presented the foregoing ordinance for approval, on first reading. Seconded by Councilmember Huber. Councilmembers discussed the matter at length and asked questions which City Attorney Henley addressed. Moved by Councilmember Freel, seconded by Councilmember Huber, to amend the ordinance to require notice of the approval/denial of a parade permit on the date of the decision. Councilmembers Cathey and Hopkins voted nay. Motion to amend passed.

Councilmembers continued to discuss the need for timely submittal and review of parade applications, and the ability to handle an appeal of a denial. Moved by Councilmember Bates, seconded by Councilmember Lutz to table the item to a date undetermined. Motion to table passed.

10.A.4 PUBLIC HEARING - ORDINANCE

Mayor Powell opened the public hearing for the consideration of the amendments to the Municipal Code pertaining to businesses affecting public health.

City Attorney Henley entered one (1) exhibit: correspondence from J. Carter Napier and John Henley, dated July 22, 2019. City Manager Napier provided a brief report.

Speaking in opposition was Leah Juarez, a Mills tattoo operator. Councilmembers discussed the matter at length and asked several questions which City Manager Napier and Ms. Juarez addressed.

Also speaking in opposition were: DeAnn Bradshaw, Kottage Katering; and Pat Sweeney, 951 N. Kimball.

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

Council continued to discuss the matter and Councilmember Huber made a point of order stating that the motion is not yet on the floor.

Following ordinance read:

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

Councilmember Huber presented the foregoing ordinance for approval, on first reading. Seconded by Councilmember Bates. Moved by Councilmember Lutz to table the item until the August 20, 2019 Council meeting, seconded by Councilmember Bates. Councilmembers Bates, Cathey, and Lutz voted aye. Motion to table failed. Councilmember Pacheco requested that this item be added to the August 13, 2019 work session agenda. Mayor Powell indicated that it would be added. Councilmembers Bates, Freel, and Lutz voted nay on the first reading of the ordinance. Motion passed.

11.A ORDINANCE— THIRD READING

Following ordinance read:

ORDINANCE NO. 21-19
AN ORDINANCE AMENDING SECTION 17.12.124 OF THE
CASPER MUNICIPAL CODE PERTAINING TO WIRELESS
COMMUNICATION FACILITIES.

WHEREAS, on March 20, 2018, Council passed Ordinance No. 2-18 pertaining to wireless communication facilities, which was codified as Section 17.12.124 of the Casper Municipal Code; and,

WHEREAS, on July 3, 2018, Council passed Ordinance No. 7-18 pertaining to wireless communication facilities, which implemented recommendations from the Planning and Zoning Commission; and,

WHEREAS, on September 27, 2018, the FCC released a *Declaratory Ruling and Third Report and Order* ("Order") that limited state and local management of wireless communication facilities and imposed other timeline requirements on cities; and,

WHEREAS, the FCC continues to promulgate new rules and regulations that tighten timelines for approval; and,

WHEREAS, Section 17.12.124 of the Casper Municipal Code needs to be updated to reflect the FCC's changes, and to assist City staff with meeting FCC-imposed timeliness; and,

WHEREAS, the City of Casper Planning and Zoning Commission reviewed the proposed changes at its June 20, 2019, meeting, and recommends approval.

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

Section 1:

The definition of "Distributed antenna system" under Section B is changed as follows: "Distributed antenna system" or "DAS" means a network consisting of equipment at a central hub site to support multiple antenna locations throughout the desired coverage area.

Section 2:

That the definition of "Macrocell" under Section B is changed as follows:

"Macro cell" means an antenna or antennas mounted on or in a tower, ground-based mast, rooftops or structures, at a height that provides coverage to the surrounding area.

Section 3:

That the definition of "Small cells" under Section B is changed as follows:

"Small cells" and "small wireless facilities" mean compact wireless equipment that contain their own transceiver equipment and function like cells in a wireless network but provide a smaller coverage area than traditional macro cells and also add additional capacity and meet the following criteria: (1) the facilities -- (i) are mounted on structures fifty feet or less in height including their antennas, or (ii) are mounted on structures no more than ten percent taller than other adjacent structures, or (iii) do not extend existing structures on which they are located to a height of more than fifty feet or by more than ten percent, whichever is greater; (2) each antenna associated with the deployment, excluding associated antenna equipment, is no more than three cubic feet in volume; (3) all other wireless equipment associated with the structure, including the wireless equipment associated with the antenna and any pre-existing associated equipment on the structure, is no more than twenty-eight cubic feet in volume; (4) the facilities do not require antenna structure registration under federal law; (5) the facilities are not located on Tribal land as defined under federal law; and (6) the facilities do not result in human exposure to radiofrequency radiation in excess of the applicable safety standards specified under federal law.

Section 4:

The definition of "Stealth design" under Section B is changed as follows:

"Stealth design" means a design that minimizes the visual impact of wireless communication facilities by camouflaging, disguising, screening or blending into the surrounding environment. Examples of stealth design include but are not limited to facilities disguised as trees (monopines), flagpoles, utility and light poles, bell towers, clock towers, ball field lights and architecturally screened roof -mounted antennas.

Section 5:

Under Section B, Subsection (1), the definition of "Substantial Change" is hereby changed as follows:

(1) For towers other than towers in the public rights-of-way, it increases the height of the tower by more than ten percent or by the height of one additional antenna array with separation from the nearest existing antenna not to exceed twenty feet, whichever is greater; for other eligible support structures, it increases the height of the structure by more than ten percent or more than ten feet, whichever is greater. Changes in height shall be measured from the original support structure in cases where deployments are or will be separated horizontally, such as on buildings' rooftops; in other circumstances, changes in height should be measured from the dimensions of the original tower or base station, inclusive of originally approved appurtenances and any modifications that were approved prior to the passage of the Spectrum Act (47 U.S.C. Section 1455(a));

Section 6:

The definition of "Transmission equipment" under Section B is changed as follows:

"Transmission equipment" means equipment that facilitates transmission for any FCC-licensed or authorized wireless communication service, including, but not limited to, radio transceivers, antennas, coaxial or fiber-optic cable, and regular and backup power

supplies. The term includes equipment associated with wireless communications services including, but not limited to, private, broadcast, and public safety services, as well as unlicensed wireless services and fixed wireless services such as microwave backhaul.

Section 7:

The definition of "Wireless Communication Facilities" under Section B is changed as follows:

"Wireless Communication Facilities" or "WCF" means an unstaffed facility or equipment for the transmission or reception of radio frequency (RF) signals or other wireless communications or other signals for commercial communications purposes, typically consisting of one or more antennas or group of antennas, a tower or attachment support structure, transmission cables and other transmission equipment, and an equipment enclosure or cabinets, and including small wireless facilities.

Section 8:

Section D. 4. is changed to read as follows:

4. All non -pre-engineered and non -prefabricated towers, radio and television aerials or antennas, dishes capable of receiving electronic transmission from satellites or other sources, including the substructure, shall be approved by a licensed professional engineer, registered in the state.

Section 9:

Section E. 1. is changed to read as follows:

Distributed antenna systems and small cells are allowed in all zones by right (unless they involve the installation of a pole or tower that exceeds the height limitation of the underlying zoning district) and except for the FC or OYD zones, as long as all other requirements of the zoning district are met along with stealth requirements, regardless of the siting preferences listed in subsection I herein, provided the applicant also complies with all federal laws (such as the Americans with Disabilities Act) and state laws and requirements.

Section 10:

Section E. 2. is changed to read as follows:

2. Distributed antenna systems and small cells in all zones are subject to approval by administrative review unless their installation requires the construction of a new pole or tower that exceeds the height limitation of the underlying zoning district. A conditional use permit shall not be required for stealth replacement utility support structures, so long as they are substantially similar in height and design.

Section 11:

Section F. 1. is changed to read as follows:

Inventory of Existing Sites. Each applicant for a macro cell tower shall provide to the community development department an inventory of its existing towers, antennas, or sites approved for towers or antennas, that are either within the jurisdiction of the city or within one-half mile of the border thereof, including specific information about the location, height, and design of each tower or antenna. The community development department may share such information with other applicants applying for administrative approvals or conditional use permits under this section or other organizations seeking to locate antennas within the jurisdiction of the city; provided, however, that the city is not, by sharing such information, in any way representing or warranting that such sites are available or suitable.

Section 12:

Section F. 2. is changed to read as follows:

2. Color. The antenna array shall be placed and colored to blend into the architectural detail and coloring of the host structure. Towers shall be painted a color that best allows them to blend into the surroundings. The use of grays, blues, greens, dark bronze, browns or other site specific colors may be appropriate; however, each case will be evaluated individually.

Section 13:

Section F. 7. is changed to read as follows:

7. Notice. For purposes of this section, any approval by administrative review, conditional use permit or appeal of a conditional use shall require notice as required by this Code.

Section 14:

Section F. 15. is changed to read as follows:

15. Accessory Equipment. In residential zones, all accessory equipment located at the base of a WCF shall be located or placed (at the applicant's choice) in an existing building, underground, or in an equipment cabinet that is (a) designed to blend in with existing surroundings, using architecturally compatible construction and colors; and (b) be located so as to be unobtrusive as possible consistent with the proper functioning of the WCF.

Section 15:

Section F. 17 e. i. is changed to read as follows:

i. Equipment shelters and cabinets and other on the ground ancillary equipment (outside of the public right-of-way) shall be screened with landscaping as required for the zone in which they are located or with another design acceptable to the community development department. Alternatively, where technically feasible, the applicant shall incorporate the cabinet and other equipment into the base of a new pole (for example, for a small cell) provided there is adequate space in the right-of-way and that ADA sidewalk accessibility requirements can be met. All provisions of the ADA, including, but not limited to, clear space requirements, shall be met by the applicant.

Section 16:

Section F. 17 e. ii. is changed to read as follows:

ii. The ground level view of macro cell towers shall be mitigated by additional landscaping provisions as established through the conditional use permit process. The use of large trees from the approved urban forestry list of recommended species or native conifers is required at the spacing specified for the specific trees chosen. Alternatively, a landscaping plan may be submitted with the conditional use permit and, if approved, shall take precedence over the foregoing requirement.

Section 17:

Section F. 17. e. iii. is changed to read as follows:

iii. A site -obscuring fence (for example, solid or slatted wood, faux wood, vinyl, masonry or a combination thereof) no less than six feet in height from the finished grade shall be constructed around each macro cell tower and around related support or guy anchors. Access shall only be through a locked gate. Any fence shall comply with the other design guidelines of this code.

Section 18:

Sections F. 20. is changed to read as follows:

20. Sites and Application Appointments. Each application may include up to ten sites in the city. An in-person appointment with city staff is encouraged at the outset of the process for an application for multiple sites.

Section 19:

Sections G.'s title is changed to read as follows:

Sharing of Towers and Collocation of Facilities.

Section 20:

Section G. 1. is changed to read as follows:

1. It is the policy of the city to minimize the number of macro cell and wireless communication towers and to encourage the collocation of antenna arrays of more than one wireless communication service provider on a single tower, provided that additional Building Code regulations may apply.

Section 21:

Section G. 2. is changed to read as follows:

2. No new macro cell wireless communication tower may be constructed within one-half mile of an existing macro cell tower, unless it can be demonstrated to the satisfaction of the community development director or the designee thereof that the existing macro cell tower is not available or feasible for collocation of an additional wireless communication facility, or that its specific location does not satisfy the operational requirements of the applicant. Factors to be considered by the community development director or the designee thereof in determining whether applicant has made this demonstration include those listed below in subsection 4.

Section 22:

Section G. 3. is changed to read as follows:

The shared use of towers is encouraged. Applications for macro cells and towers which will, immediately upon completion, operate with more than one user may reduce setback requirements from adjacent nonresidential property. The setback from adjacent nonresidential property may be reduced by twenty-five percent when two users enter into a binding agreement prior to the issuance of the building permit. The setback from adjacent nonresidential property may be reduced by up to fifty percent when three or more users enter into a binding agreement prior to the issuance of the building permit. A binding agreement for the purposes of this subsection is one signed by all parties using the tower and by the affected landowners. This signed agreement will commit the users to occupy the tower immediately upon its completion. Notwithstanding the foregoing, fall zones shall be at least one foot for every foot of tower height subject to the breakpoint provisions herein.

Section 23:

Section G. 4. is changed to read as follows:

4. Factors Considered in Granting Conditional Use Permits for Macro cell Towers. In addition to any standards for consideration of conditional use permit applications pursuant to this Code, the applicant must provide wet stamped plans for macro cell towers, and the planning and zoning commission or city council (as appropriate under Section 17.12.240(C)) shall consider the following factors in determining whether to issue a conditional use permit.

Section 24:

Section G. 4. b. is changed to read as follows:

b. Proximity of the macro cell tower to residential structures and residential district boundaries.

Section 25:

Section G. 4. j. is changed to read as follows:

j. A determination by the FCC that the applicant's proposed antennas would cause electromagnetic interference with the antenna on the existing towers or structures, or the antenna on the existing towers or structures would cause interference with the applicant's proposed antenna.

Section 26:

Section G. 5. is changed to read as follows:

5. Site Plan. In districts where towers are allowed, applicants are required to submit and be granted an approval for a site plan before a building permit will be issued. The standards set forth in the tower regulations summary of this section will be used to determine tower requirements and whether approval shall be granted or denied. Towers of one hundred thirty feet or more require that site plan approval be granted by the planning and zoning commission. The planning and zoning commission may consider reductions to the setback requirements for such towers as a part of the site plan approval.

Section 27:

Section G. 6. is changed to read as follows:

6. All towers that provide commercial wireless service are required to submit a site plan to the city for approval. In addition to the standard site plan requirements (listed in this Title 17), the following information must be supplied with the site plan or building permit application:

Section 28:

Section G. 6. g. is changed to read as follows:

g. Site plans must show the locations for at least two equipment buildings or cabinets, even if the tower is proposed for a single user;

Section 29:

Section G. 6. h. is changed to read as follows:

h. For macro cell towers that are fifty feet or greater in height above the ground, a visual study depicting the zone within a three-mile radius, where any portion of the proposed tower could be seen (scaled vicinity maps);

Section 30:

Section G. 7. is changed to read as follows:

7. Placement Provisions—Towers. Towers shall be located only in those areas described in Table 1, provided that macro cell towers that are proposed to be located in a residential zone or within two hundred feet of a residential zone or in the downtown area shall be subject to the siting priorities set forth for preferred macro cell tower locations in subsection I.

Section 31:

That Table I (Tower Regulations Summary) and the abbreviation definitions immediately following Section 17.12.124, Section 8 (g) are hereby replaced with the following:

TABLE 1 TOWER REGULATIONS SUMMARY

Zone	Permitted Height	Plan Com Approval	CC Approval	On Top of Buildings
R1-R6	50'	NA	NA	NP
PH	130'	Greater than 130'	NA	10 percent of building ht.
PUD	In accordance with PUD Guidelines	In accordance with PUD Guidelines	NA	10 percent of building ht.
C1	50'	51- 100'	NA	10 percent of building ht.
C2	130'	Greater than 130'	NA	10 percent of building ht.
C3	130'	Greater than 130'	NA	10 percent of building ht.
C4	130'	Greater than 130'	NA	10 percent of building ht.
M1	130'	Greater than 130'	NA	10 percent of building ht.
M2	130'	Greater than 130'	NA	10 percent of building ht.
AG	130'	Greater than 130'	NA	10 percent of building ht.
FC	NP	NP	NP	NP
ED	130'	Greater than 130'	NA	10 percent of building ht.
HM	50'	NA	NA	10 percent of building ht.
OB	50'	NA	NA	10 percent of building ht.
OLD YELLOWSTONE DISTRICT	SEE CASPER MUNICIPAL CODE ("CMC") SECTION 17.94.030 A. (25)	SEE CMC CHAPTER 17.94	SEE CASPER MUNICIPAL CODE CHAPTER 17.94	NP: SEE CASPER MUNICIPAL CODE CHAPTER 17.94

NP = Not permitted (prohibited)

NA = Not applicable

PERMITTED HEIGHT = Permitted with site plan approval from the community development director.

PLAN COM APPROVAL = Permitted with site plan approval from the Planning and Zoning Commission.

CC APPROVAL = Permitted with site plan approval from the Planning and Zoning Commission and the City Council.

Section 32:

That Section G. 8, is changed to read as follows:

8. Macro cell towers used for the purpose of providing commercial wireless services are permitted uses in all districts, except in the downtown area (OYDSPC), FC districts,

residential districts (R1-R6), planned unit developments (PUD), and the agricultural district (AG). Small cells providing commercial wireless services in residential districts (R1-R6), planned unit developments (PUD), and the agricultural district (AG) are permitted uses if the pole or tower does not exceed the height limitation of the underlying zoning district. Additionally, towers which are placed on buildings must conform to the other requirements of this section.

Section 33:

That Section H. 4, is changed to read as follows:

4. All equipment shelters, cabinets, or other on the ground ancillary equipment shall meet the setback requirements of the zone in which they are located.

Section 33.01

That Section H.5 shall be added as follows:

5. Small wireless facilities located in City rights-of-way shall follow the City's setback requirements for rights-of-way.

Section 34:

That Section I. is changed to read as follows:

I. Preferred Macro cell Tower Locations. All new macro cell towers proposed to be located in a residential zone or within two hundred feet of a residential zone or in the downtown area are permitted only after application of the following siting priorities, ordered from most -preferred (1) to least-preferred (7):

1. City-owned or operated property and facilities not in the downtown or residential zones and not including right-of-way;
2. Industrial zones;
3. Commercial zones;
4. Other non-residential zones;
5. City rights-of-way in residential zones;
6. Parcels of land in residential zones;
7. Designated historic structures, downtown and neighborhoods with additional protection.

The applicant for a macro cell tower located in a residential zone or within two hundred feet of a residential zone or in the downtown area shall address these preferences in an alternative sites analysis prepared pursuant to subsection J below.

Section 35:

That Section J. 1. a. is changed to read as follows:

a. For macro cell towers in a residential zone or within two hundred feet of a residential zone or in the downtown area, the applicant must address the city's preferred macro cell tower locations with a detailed explanation justifying why a site of higher priority was not selected. The city's macro cell tower location preferences must be addressed in a clear and complete written alternative sites analysis that shows at least three higher ranked, alternative sites considered that are in the geographic range of the service objectives of the applicant, together with a factually detailed and meaningful comparative analysis between each alternative candidate and the proposed site that explains the substantive reasons why the applicant rejected the alternative candidate.

Section 36:

That Section J. 1. c. is changed to read as follows:

C. For purposes of disqualifying potential collocations or alternative sites for the failure to meet the applicant's service coverage or capacity objectives, the applicant will provide:

(a) a description of its objective, whether it be to address a deficiency in coverage or capacity; (b) detailed maps or other exhibits with clear and concise RF data to illustrate that the objective is not met using the alternative (whether it be collocation or a more preferred location); and (c) a description of why the alternative (collocation or a more preferred location) does not meet the objective.

Section 37:

That Section J. 3. e. i. is changed to read as follows:

e. Additional Information Required. Applicants for a conditional use permit for a tower shall also submit the following information:

Section 38:

That Section J. 3. e. vii. is changed to read as follows:

vii. Identification of the entities providing the backhaul network for the tower(s) described in the application and other cellular sites owned or operated by the applicant in the city.

Section 38.01

That Section J.4 is changed to read as follows:

4. Radio Frequency (RF) Emissions Compliance. An Applicant for wireless communication facilities shall submit a letter certifying that all wireless communication facilities that are the subject of the application shall comply with federal standards for RF emissions. The owner or operator of an approved wireless communications facility shall also provide the City with the FCC license for the wireless communication facility at the time the license is issued for the facility.

Section 39:

That Section J. 5. c. is changed to read as follows:

c. An initial payment of a registration fee (for other than small wireless facilities) which shall be in addition to any other fee paid by the owner or operator of the tower or facility, for all towers or facilities located within the city, shall be required and shall be submitted to the community development department at the time of submission of the documentation, as required in 5.1.a. and 2.b. of this subsection.

Section 40:

That Section K. 4. c. i., ii. and iii. are changed to read as follows:

c. The applicant demonstrates the following:

The development standard materially limits or inhibits the ability of the applicant to compete in a fair and balanced legal and regulatory environment;

ii. The situation can only be addressed through an exception to one or more of the standards in this section; and

iii. The exception is narrowly tailored such that the wireless communication facility conforms to this section's standards to the greatest extent possible.

Section 41:

That Section K. 4. d. is deleted in its entirety.

Section 42:

That Section L. is changed to read as follows:

L. Removal of Towers. Towers which are not used for a period of six months or more shall be removed by the owner within ninety days from the date of written notification by the city. To assure the removal of towers, which have not been maintained or have been abandoned, a performance bond, cash, letter of credit, or other approved security shall be submitted for each tower. The amount of the bond, cash, letter of credit, or other approved

security shall be based on an estimate provided by a contractor licensed in the state, who shall estimate the cost of removing the tower. This estimation shall be provided in writing and submitted with the application. There will be a ten percent contingency fee added to the contractor's estimate. In the event the owner shall fail to remove any tower which has not been maintained or has been abandoned, as provided in this subsection, the city shall have the right to enter the premises and remove such tower without further notice to owner, in which event, all removal costs shall be charged against the bond or security and the owner until satisfied.

Section 43:

That Section O. is changed to read as follows:

O. Independent Legal and Technical Review. Although the city intends for city staff to review applications to the extent feasible, the city may retain the services of an independent attorney and technical expert of its choice to provide evaluation of permit applications for WCFs, when they are subject to conditional use permits or administrative review. The consultant shall have recognized training in the field of wireless communication facilities. The consultants' review may include, but is not limited to: (a) the accuracy and completeness of the items submitted with the application; (b) the applicability of analysis and techniques and methodologies proposed by the applicant; (c) the validity of conclusions reached by the applicant; and, (d) whether the proposed WCF complies with the applicable approval criteria set forth in this section. The applicant shall pay the cost for any independent consultant fees through a deposit, estimated by the city, within ten days of the city's request. When the city requests such payment, the application shall be deemed incomplete for purposes of application processing timelines until the deposit is received. In the event that such costs and fees do not exceed the deposit amount, the city shall refund any unused portion within thirty days after the final permit is released or, if no final permit is released, within thirty days after the city receives a written request from the applicant. If the costs and fees exceed the deposit amount, then the applicant shall pay the difference to the city within thirty days and before the permit is issued.

Section 44:

That Section R. is changed to read as follows:

R. Indemnification. Each permit issued for a WCF located on city property shall be deemed to have as a condition of the permit a requirement that the applicant, wireless infrastructure provider and wireless service provider defend, indemnify and hold harmless the city and its council, officers, agents, employees, volunteers, and contractors from any and all liability, damages, or charges (including attorneys' fees and expenses) arising out of claims, suits, demands, actions or causes of action as a result of the permit process, a granted permit, construction, erection, location, performance, operation, maintenance, repair, installation, replacement, removal, or restoration of the WCF.

Section 45:

That Section S. 1. is changed to read as follows:

S. Eligible Facilities Request.

1. Purpose. This section implements Section 6409(a) of the Spectrum Act (47 U.S.C. Section 1455(a)), as interpreted by the FCC in its Report and Order No. 14-153 and Declaratory Ruling and Third Report and Order released September 27, 2018, which require a state or local government to approve any eligible facilities request for a

modification of an existing tower or base station that does not result in a substantial change to the physical dimensions of such tower or base station.

Section 46:

That Section S. 2. b. is changed to read as follows:

b. Review. Upon receipt of an application for an eligible facilities request pursuant to this subsection, the community development director or the designee thereof, shall review such application, make its final decision to approve or disapprove the application, and advise the applicant in writing of its final decision.

Section 47:

That Section S. 2. c. is changed to read as follows:

c. Timeframe for Review. Within sixty days of the date on which an applicant submits an application seeking approval of an eligible facilities request under this subsection, the city shall review and act upon the application, subject to the tolling provisions below.

Section 48:

That Section S. 2. d. is changed to read as follows:

d. Tolling of the Timeframe for Review. The sixty-day review period begins to run when the application is filed, and may be tolled only by mutual agreement between the city and the applicant, or in cases where the city determines that the application is incomplete.

Section 49:

That Section S. 2. d. iii. is changed to read as follows:

iii. Following a supplemental submission, the city will have ten days to notify the applicant if the supplemental submission did not provide the information identified in the original notice delineating missing information. The timeframe is tolled in the case of second or subsequent notices pursuant to the procedures identified in this subsection. Second or subsequent notices of incompleteness may not specify missing documents or information that was not delineated in the original notice of incompleteness.

Section 50:

That Section S. 2. e. is changed to read as follows:

e. Failure to Act. In the event the city fails to approve or deny a complete application under this section within the timeframe for review (accounting for any tolling), the request shall be deemed granted provided the applicant notifies the city in writing after the review period has expired. However, the request is still subject to Section Z (Standard Conditions of Approval).

Section 51:

That Section S. 2. f. is added as follows:

f. Change in Federal or State Law: If any of the timeframes in this section are subsequently changed by federal or state law, then this section shall be automatically amended to comport with the new timeframe(s).

Section 52:

That Section S. 3. is changed as follows:

3. Compliance Obligations After Invalidation. In the event that any court of competent jurisdiction invalidates all or any portion of Section 6409(a) or any FCC rule that interprets Section 6409(a) such that federal law would not mandate approval for any Section 6409(a) approval(s), such approval(s) shall automatically expire one year from the effective date of the judicial order, unless the decision would not authorize accelerated termination of previously approved Section 6409(a) approvals or the City grants an extension upon written request from the permittee that shows good cause for the

extension, which includes without limitation extreme financial hardship. Notwithstanding anything in the previous sentence to the contrary, the city may not grant a permanent exemption or indefinite extension. A permittee shall not be required to remove its improvements approved under the invalidated Section 6409(a) approval when it has obtained the applicable permit(s) or submitted an application for such permit(s) before the one-year period ends.

Section 53:

That Section S. 4. is changed as follows:

4. City's Standing Reserved. The city's grant or grant by operation of law of a Section 6409(a) approval does not waive, and shall not be construed to waive, any standing by the city to challenge Section 6409(a), any FCC rules that interpret Section 6409(a) or any Section 6409(a) approval.

Section 54:

That Sections T. through X. are deleted in their entirety and replaced with Sections T. through AA. as follows:

T. Small Wireless Facilities - Collocation on Existing Structures.

1. Purpose. This section implements a shot clock that is contained in the FCC's Declaratory Ruling and Third Report and Order released September 27, 2018, regarding the collocation of small wireless facilities on existing structures.

2. Application Review.

a. Application: The city shall prepare and make publicly available an application form, which form shall be used by the applicant.

b. Review: Upon submission of an application for collocation of small wireless facilities on an existing structure pursuant to this section, the city shall, within sixty days (subject to resetting of the shot clock and the tolling provisions set forth below), review such application, make its final decision to approve or deny the application, and advise the applicant in writing of its final decision.

c. Tolling of the Timeframe for Review: The sixty-day review period begins to run when the application is filed. The city shall notify the applicant within ten days as to whether the application is incomplete. Upon resubmission by the applicant, a new sixty-day shot clock commences, and the city has ten days to notify the applicant again of an incomplete application. The shot clock may be tolled only by mutual agreement between the city and the applicant, or in cases where the city determines upon a resubmission that the application is incomplete.

i. The timeframe is tolled in the case of subsequent notices pursuant to the procedures identified in this section. Subsequent notices of incompleteness may not specify missing documents or information that was not delineated in the original notice of incompleteness.

d. Failure to Act: In the event the city fails to approve or deny a complete application under this section within the timeframe for review (accounting for resetting the shot clock once or any tolling), the applicant may pursue judicial relief.

e. Change in Federal or State Law: If any of the timeframes in this section are subsequently changed by federal or state law, then this section shall be automatically amended to comport with the new timeframe(s).

U. Small Wireless Facilities - New Construction (New Builds).

Purpose. This section implements a shot clock that is contained in the FCC's Declaratory Ruling and Third Report and Order released September 27, 2018, regarding the construction of small wireless facilities on a new structure.

2. Application Review.

a. Application: The city shall prepare and make publicly available an application form, which form shall be used by the applicant.

b. Review: Upon submission of an application for the construction of small wireless facilities on a new structure pursuant to this section, the city shall, within ninety days (subject to resetting of the shot clock and the tolling provisions set forth below), review such application, make its final decision to approve or deny the application, and advise the applicant in writing of its final decision.

c. Tolling of the Timeframe for Review: The ninety -day review period begins to run when the application is filed. The city shall notify the applicant within ten days as to whether the application is incomplete. Upon resubmission by the applicant, a new ninety-day shot clock commences, and the city has ten days to notify the applicant again of an incomplete application. The shot clock may be tolled only by mutual agreement between the city and the applicant, or in cases where the city determines upon a resubmission that the application is incomplete.

i. The timeframe is tolled in the case of subsequent notices pursuant to the procedures identified in this section. Subsequent notices of incompleteness may not specify missing documents or information that was not delineated in the original notice of incompleteness.

d. Failure to Act: In the event the city fails to approve or deny a complete application under this section within the timeframe for review (accounting for resetting the shot clock once or any tolling), the applicant may pursue judicial relief.

e. Change in Federal or State Law: If any of the timeframes in this section are subsequently changed by federal or state law, then this section shall be automatically amended to comport with the new timeframe(s).

V. Collocation Applications for other than Small Wireless Facilities and Eligible Facilities.

1. Purpose. This section implements, in part, 47 U.S.C. Section 332(c)(7) of the Federal Communications Act of 1934, as amended, as interpreted by the FCC in its Report and Order No. 14-153 and Declaratory Ruling and Third Report and Order released September 27, 2018.

2. Application Review.

a. Application. The city shall prepare and make publicly available an application form.

b. Review. Upon receipt of an application for a collocation request pursuant to this section, the city shall review such application, make its final decision to approve or deny the application, and advise the applicant in writing of its final decision.

c. Timeframe for Review. Within ninety days of the date on which an applicant submits an application seeking approval of a collocation request under this section, the city shall review and act upon the application, subject to the tolling provisions below.

d. Tolling of the Timeframe for Review. The ninety -day review period begins to run when the application is filed, and may be tolled only by mutual agreement between the city and the applicant, or in cases where the city determines that the application is incomplete.

- i. To toll the timeframe for incompleteness, the city must provide written notice to the applicant within thirty days of receipt of the application, specifically delineating all missing documents or information required in the application.
- ii. The timeframe for review begins running again when the applicant makes a supplemental submission in response to the city's notice of incompleteness.
- iii. Following a supplemental submission, the city will notify the applicant within ten days if the supplemental submission did not provide the information identified in the original notice delineating missing information. The timeframe is tolled in the case of second or subsequent notices pursuant to the procedures identified in this section. Second or subsequent notices of incompleteness may not specify missing documents or information that was not delineated in the original notice of incompleteness.
- e. Failure to Act. In the event the city fails to approve or deny a complete application under this section within the timeframe for review (accounting for any tolling), the applicant may pursue judicial relief.
- f. Change in Federal or State Law: If any of the timeframes in this section are subsequently changed by federal or state law, then this section shall be automatically amended to comport with the new timeframe(s).

W. New Site or Tower Applications.

1. Purpose. This Section also implements, in part, 47 U.S.C. Section 332(c)(7) of the Federal Communications Act of 1934, as amended, as interpreted by the FCC in its Report and Order No. 14-153 and Declaratory Ruling and Third Report and Order released September 27, 2018.

2. Application Review.

a. Application. The city shall prepare and make publicly available an application form.

b. Review. Upon receipt of an application for a request for a new site or tower pursuant to this section, the city shall review such application, make its final decision to approve or deny the application, and advise the applicant in writing of its final decision.

c. Timeframe for Review. Within one hundred fifty days of the date on which an applicant submits an application seeking approval of a request for a new site or tower under this section, the city shall review and act upon the application, subject to the tolling provisions below.

d. Tolling of the Timeframe for Review. The one hundred fifty-day review period begins to run when the application is filed, and may be tolled only by mutual agreement between the city and the applicant, or in cases where the city determines that the application is incomplete.

i. To toll the timeframe for incompleteness, the city must provide written notice to the applicant within thirty days of receipt of the application, specifically delineating all missing documents or information required in the application.

ii. The timeframe for review begins running again when the applicant makes a supplemental submission in response to the city's notice of incompleteness.

iii. Following a supplemental submission, the city will notify the applicant within ten days if the supplemental submission did not provide the information identified in the original notice delineating missing information. The timeframe is tolled in the case of second or subsequent notices pursuant to the procedures identified in this section. Second or subsequent notices of incompleteness may not specify missing documents or information that was not delineated in the original notice of incompleteness.

e. Failure to Act. In the event the city fails to approve or deny a complete application under this section within the timeframe for review (accounting for any tolling), the applicant may pursue judicial relief.

f. Change in Federal or State Law: If any of the timeframes in this section are subsequently changed by federal or state law, then this section shall be automatically amended to comport with the new timeframe(s).

X. Fees. In connection with the filing of an application, the applicant shall pay all applicable fees, according to a city resolution.

Y. Laws, Rules and Regulations. This section shall be subject to all applicable laws, rules and regulations.

Z. Standard Conditions of Approval.

Applicability. In addition to all other conditions adopted by the city, all permits, whether approved by the city or deemed approved by the operation of law, shall be automatically subject to the conditions in this section. The city shall have discretion to modify or amend these conditions on a case-by-case basis as may be necessary or appropriate under the circumstances to protect public health and safety or allow for the proper operation of the approved facility consistent with the goals of this section.

2. Permit Term. A permit will automatically expire one year and one day from its issuance if construction has not been completed. Any other permits or approvals issued in connection with any collocation, modification or other change to a wireless facility, which includes, without limitation, any permits or other approvals deemed-granted or deemed -approved under federal or state law, will not extend this term limit unless expressly provided otherwise in such permit or approval or required under federal or state law.

AA. Severability. The various parts, sentences, paragraphs and clauses of this section are hereby declared to be severable. If any part, sentence, paragraph or clause is adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of this section shall not be affected thereby.

PASSED on 1st reading the 2nd day of July, 2019.

PASSED on 2nd reading the 16th day of July, 2019.

PASSED, APPROVED, AND ADOPTED on third and final reading the 6th day of August, 2019.

Councilmember Hopkins presented the foregoing ordinance for approval, on third reading. Seconded by Councilmember Freel. No citizens spoke on the ordinance. Councilmember Cathey asked a question, which City Attorney Henley addressed. Moved by Councilmember Cathey, seconded by Councilmember Lutz, to postpone the item to the August 20, 2019 Council meeting. Councilmembers Bates, Cathey, and Lutz voted aye. Motion to postpone failed. Council then voted on the ordinance, on third reading. Councilmembers Cathey and Lutz voted nay. Motion passed.

11.B ORDINANCE— THIRD READING

Following ordinance read:

ORDINANCE NO. 20-19

AN ORDINANCE AMENDING CHAPTER 10.36.031 OF THE CASPER MUNICIPAL CODE.

WHEREAS, the current Casper Municipal Code regarding mobile vendor parking requires modification for special events or adjacent business contingencies.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That Subparagraphs 10.36.031(D)(2)(b)(ii), (iv) and (v) of the Casper Municipal Code are hereby amended as follows:

10.36.031(D)(2)(b):

ii. No MVPP may be issued to one applicant for more than two (2) consecutive days on the same block face, without City Council approval; City Council approval may be considered for special events or extenuating circumstances of the requesting adjacent business for a maximum of five (5) consecutive days and to be granted to a business a maximum of two (2) times in any calendar year.

iv. Hours: Monday—Friday: Hours of set up and operation are limited for a DOY location to a start time of 3:00 p.m. until 3:00 a.m. the following morning, unless City Council approval is granted for extended hours, which may be considered by the City Council for special events or due to extraordinary circumstances of the adjacent business owner.

v. Hours: Saturdays—Sundays the hours of parking/operation for a MVPP begins at 1:00 p.m. and expires at 3:00 a.m. the following morning, unless City Council approval is granted for extended hours, which may be considered by the City Council for special events or due to extraordinary circumstances of the adjacent business owner.

This Ordinance shall be effective August 27, 2019.

PASSED on 1st reading the 18th day of June, 2019

PASSED on 2nd reading the 16th day of July, 2019

PASSED, APPROVED, AND ADOPTED on third and final reading the 6th day of August, 2019.

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

Individuals addressing the Council were: Rob Caputa, Caputa’s Catering and Pat Sweeney, 951 N. Kimball.

Council discussed the matter. Moved by Councilmember Bates, seconded by Councilmember Lutz, to amend the ordinance to allow Council to grant a maximum of six (6) special 5 day Mobile Vendor Parking Permits (MVPP) in a year to one applicant. Councilmembers Freel, Hopkins, and Huber voted nay on the amendment. Motion to amend passed. Moved by Councilmember Lutz, seconded by Councilmember Bates, to amend the MVPP period to 24 hours. Councilmembers Hopkins and Huber voted nay on the amendment. Motion to amend passed. Council then voted on the ordinance, on third reading, as amended twice. Councilmember Hopkins voted nay. Motion passed.

12.A RESOLUTION

Following resolution read:

RESOLUTION NO. 19-159

A RESOLUTION RESCINDING RESOLUTION NUMBER 18-259 AND ADOPTING REVISED SPECIAL EVENT GUIDE AND POLICY AND APPLICATION AND FEES FOR SPECIAL EVENTS.

Councilmember Pacheco presented the foregoing resolution for adoption. Seconded by Councilmember Huber. City Manager Napier provided a brief report and recommended tabling this item to coincide with the ordinance regarding parades. Moved by Councilmember Hopkins, seconded by Councilmember Cathey to table the resolution to a date undetermined. Councilmember Huber voted nay. Motion to table passed.

12.B CONSENT RESOLUTIONS

The following resolutions were considered, by consent agenda:

RESOLUTION NO. 19-160

A RESOLUTION TO JOIN THE WYOMING STATE EMPLOYEES' AND OFFICIALS' GROUP INSURANCE.

RESOLUTION NO. 19-161

A RESOLUTION AUTHORIZING THE PURCHASE OF TWO PARATRANSIT BUSES FOR USE IN THE CITY'S TRANSIT SYSTEM FROM CREATIVE BUS SALES IN AN AMOUNT OF ONE HUNDRED FORTY-NINE THOUSAND ONE HUNDRED EIGHTY-TWO DOLLARS (\$149,182) AND OPTIONS TO PURCHASE TWO ADDITIONAL, IDENTICAL VEHICLES OVER THE NEXT FOUR YEARS.

RESOLUTION NO. 19-162

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

RESOLUTION NO. 19-163

A RESOLUTION INITIATING THE ANNEXATION OF MULTIPLE UNINCORPORATED PROPERTIES LOCATED GENERALLY EAST OF ROBERTSON ROAD, NORTH OF THE ROBERTSON ROAD BRIDGE, AND SOUTH OF THE GREEN VALLEY MOBILE HOME PARK AT 2760 SOUTH ROBERTSON ROAD.

RESOLUTION NO. 19-164

A RESOLUTION AUTHORIZING A CONTRACT WITH VENTURE TECHNOLOGIES, TO UPGRADE THE EXISTING 911 PHONE SYSTEM.

RESOLUTION NO. 19-165

A RESOLUTION AUTHORIZING THE FILING OF APPLICATIONS WITH THE FEDERAL TRANSIT ADMINISTRATION FOR FEDERAL TRANSPORTATION ASSISTANCE AUTHORIZED BY 49 U.S.C. CHAPTER 53,

TITLE 23 UNITED STATES CODE, AND OTHER FEDERAL STATUTES ADMINISTERED BY THE FEDERAL TRANSIT ADMINISTRATION.

RESOLUTION NO. 19-166
A RESOLUTION AUTHORIZING RELEASE OF LOCAL ASSESSMENT DISTRICT LIENS.

RESOLUTION NO. 19-167
A RESOLUTION AUTHORIZING RELEASE OF DEMOLITION LIEN.

RESOLUTION NO. 19-168
A RESOLUTION AUTHORIZING AGREEMENTS WITH THE TOWN OF MILLS, MIDWEST, AND EVANSVILLE; NATRONA COUNTY, AND THE NATRONA COUNTY FIRE PROTECTION DISTRICT FOR PUBLIC SAFETY DISPATCHING AND E-911 TELEPHONE SERVICES.

RESOLUTION NO. 19-169
A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH VALLI INFORMATION SYSTEMS, AN ACCOMPANYING AMENDMENT TO MERCHANT PROCESSING AGREEMENT, AND THE MERCHANT APPLICATION AND AGREEMENT FOR MERCHANT CREDIT CARD PROCESSING SERVICES.

Councilmember Johnson presented the foregoing ten (10) resolutions for adoption. Seconded by Councilmember Bates. Councilmember Cathey abstained from voting on Resolution Nos. 19-162 and 19-163. Motion passed.

13. MINUTE ACTION – CONSENT

Moved by Councilmember Freel, seconded by Councilmember Hopkins, to, by consent minute action:

1. acknowledge a name change for Restaurant Liquor License No. 31 from Himalayan Indian Cuisine, LLC to Himalayan Cuisine, LLC, located at 232 East 2nd Street;
2. authorize the purchase of one (1) new four wheel steering street sweeper, from Hardline Equipment Company, in the total amount of \$269,332; and
3. authorize the appointment of Dr. A. Christie Nelson to the Casper Natrona County Health Department Board.

Motion passed.

14. INTRODUCTION OF MEASURES AND PROPOSALS

Councilmembers spoke briefly about various matters.

15. ADJOURN INTO EXECUTIVE SESSION

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 13, 2019, in the Council's meeting room; and, a regular Council meeting to be held at 6:00 p.m., Tuesday, August 20, 2019, in the Council Chambers.

At 10:00 p.m., it was moved Councilmember Freel, seconded by Councilmember Bates, to adjourn into executive session to discuss personnel and property acquisition. Councilmember Johnson voted nay. Motion passed. Council moved into the Council meeting room.

At 10:18 p.m., it was moved by Councilmember Johnson, seconded by Councilmember Pacheco, to adjourn the executive session. Council returned to the Council Chambers.

16. ADJOURNMENT

At 10:19 p.m., it was moved by Councilmember Johnson, seconded by Councilmember Bateschr, to adjourn the regular Council meeting. Motion passed.

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Charles Powell
Mayor

COUNCIL PROCEEDINGS
Casper City Hall – Council Meeting Room
August 13, 2019

1. ROLL CALL

Casper City Council met in special session at 7:33 p.m., Tuesday, August 13, 2019. Present: Councilmembers Freel, Huber, Hopkins, Cathey, Lutz, Bates and Mayor Powell. Absent: Councilmembers Johnson and Pacheco.

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

2. CONSENT RESOLUTION

The following resolution was considered, by consent agenda:

RESOLUTION NO. 19-170

A RESOLUTION AUTHORIZING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF CASPER AND NATRONA COUNTY SCHOOL DISTRICT #1 CONCERNING SCHOOL RESOURCE OFFICERS

Councilmember Cathey presented the foregoing resolution for adoption. Seconded by Councilmember Huber. City Manager Napier provided a brief report. Motion passed.

3. ADJOURN INTO EXECUTIVE SESSION

At 7:35 p.m., it was moved by Councilmember Hopkins, seconded by Councilmember Freel to adjourn into executive session to discuss personnel and property acquisition. Motion passed.

At 8:57 p.m., it was moved by Councilmember Freel, seconded by Councilmember Cathey, to adjourn the executive session. Motion passed.

4. ADJOURNMENT

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

The special meeting was adjourned at 8:58 p.m.

CITY OF CASPER, WYOMING

ATTEST:

A Municipal Corporation

Fleur D. Tremel
City Clerk

Charles Powell
Mayor

Bills and Claims Report - Casper City Council - August 20, 2019

0970 CED

0970 CED	Buildings & Structures Fund	ELECTRICAL PARTS AND EQUIPMENT	\$39.48
0970 CED	Buildings & Structures Fund	Metro lighting	\$172.72
<i>0970 CED - Total For Buildings & Structures Fund</i>			<i>\$212.20</i>
0970 CED	Traffic Control	Wire for Ash & Collins PED button repair	\$39.90
0970 CED	Traffic Control	Wire for 2nd & McKinley PED button repair	\$127.68
<i>0970 CED - Total For Traffic Control</i>			<i>\$167.58</i>
0970 CED - ALL DEPARTMENTS			\$379.78

307 TREE SERVICE LLC

307 TREE SERVICE LLC	Parks - Urban Foetry	Tree removal and trimming on 2nd Street	\$950.00
<i>307 TREE SERVICE LLC - Total For Parks - Urban Foetry</i>			<i>\$950.00</i>
307 TREE SERVICE LLC - ALL DEPARTMENTS			\$950.00

71 CONSTRUCTION, INC

71 CONSTRUCTION, INC	Balefill	Retainage	\$4,040.00
<i>71 CONSTRUCTION, INC - Total For Balefill</i>			<i>\$4,040.00</i>
71 CONSTRUCTION, INC	Water - Distribution	SAND	\$665.83
<i>71 CONSTRUCTION, INC - Total For Water - Distribution</i>			<i>\$665.83</i>
71 CONSTRUCTION, INC - ALL DEPARTMENTS			\$4,705.83

A.M.B.I. & SHIPPING,

A.M.B.I. & SHIPPING,	City Attorney	Postage	\$16.35
<i>A.M.B.I. & SHIPPING, - Total For City Attorney</i>			<i>\$16.35</i>
A.M.B.I. & SHIPPING,	Code Enforcement	Stamps	\$565.50
<i>A.M.B.I. & SHIPPING, - Total For Code Enforcement</i>			<i>\$565.50</i>
A.M.B.I. & SHIPPING,	Health Insurance Fund	Postage	\$2.85
<i>A.M.B.I. & SHIPPING, - Total For Health Insurance Fund</i>			<i>\$2.85</i>
A.M.B.I. & SHIPPING,	Human Resources	Postage	\$137.54

A.M.B.I. & SHIPPING,	Human Resources	Postage	\$12.35
<i>A.M.B.I. & SHIPPING, - Total For Human Resources</i>			<i>\$149.89</i>
A.M.B.I. & SHIPPING,	Planning - Admin	BUSINESS SERVICES NOT ELSEWHERE CLASSIFI	\$19.80
A.M.B.I. & SHIPPING,	Planning - Admin	Stamps	\$365.00
<i>A.M.B.I. & SHIPPING, - Total For Planning - Admin</i>			<i>\$384.80</i>
A.M.B.I. & SHIPPING,	Police Administration	Postage	\$346.02
<i>A.M.B.I. & SHIPPING, - Total For Police Administration</i>			<i>\$346.02</i>
A.M.B.I. & SHIPPING,	Risk Management	Postage	\$6.90
<i>A.M.B.I. & SHIPPING, - Total For Risk Management</i>			<i>\$6.90</i>
A.M.B.I. & SHIPPING, - ALL DEPARTMENTS			\$1,472.31

AAA LANDSCAPING

AAA LANDSCAPING	Code Enforcement	Weed Contractor	\$360.06
AAA LANDSCAPING	Code Enforcement	Lawn & Tree	\$404.62
<i>AAA LANDSCAPING - Total For Code Enforcement</i>			<i>\$764.68</i>
AAA LANDSCAPING - ALL DEPARTMENTS			\$764.68

ADOBE CREATIVE CLOUD

ADOBE CREATIVE CLOUD	Refuse - Recycling	COMPUTER SOFTWARE FOR ADOBE CLOUD	\$39.99
<i>ADOBE CREATIVE CLOUD - Total For Refuse - Recycling</i>			<i>\$39.99</i>
ADOBE CREATIVE CLOUD - ALL DEPARTMENTS			\$39.99

AED SUPERSTORE

AED SUPERSTORE	Operations	Four-Year Long-Life Battery for HeartStart AED	\$169.00
AED SUPERSTORE	Operations	Credit on HeartStart Smart Pads	(\$5.60)
<i>AED SUPERSTORE - Total For Operations</i>			<i>\$163.40</i>
AED SUPERSTORE - ALL DEPARTMENTS			\$163.40

AHERN RENTALS INC

AHERN RENTALS INC	Refuse - Residential	EQUIP RENTALS & LEASING SERVICES, TOOL R S	\$55.70
<i>AHERN RENTALS INC - Total For Refuse - Residential</i>			<i>\$55.70</i>

AHERN RENTALS INC - ALL DEPARTMENTS **\$55.70**

AIR SOLUTIONS INC

AIR SOLUTIONS INC Buildings & Structures Fund Plymovent Part Sta #3 \$251.25

AIR SOLUTIONS INC - Total For Buildings & Structures Fund \$251.25

AIR SOLUTIONS INC - ALL DEPARTMENTS **\$251.25**

AIRGAS CENTRAL

AIRGAS CENTRAL Balefill - Dispatch SAFETY ELECTROLYTE PACKETS \$228.70

AIRGAS CENTRAL Balefill - Dispatch CHEMICALS AND ALLIED PRODUCTS NOT ESLEW \$20.76

AIRGAS CENTRAL - Total For Balefill - Dispatch \$249.46

AIRGAS CENTRAL - ALL DEPARTMENTS **\$249.46**

ALBERTSONS #0060

ALBERTSONS #0060 Fire Administration Albertsons - Meeting Supplies \$29.96

ALBERTSONS #0060 Fire Administration Albertsons - Meeting Supplies \$13.47

ALBERTSONS #0060 - Total For Fire Administration \$43.43

ALBERTSONS #0060 Human Resources Pretty Water \$3.09

ALBERTSONS #0060 - Total For Human Resources \$3.09

ALBERTSONS #0060 Planning - Admin GROCERY STORES, SUPERMARKETS (P&Z Traini \$7.28

ALBERTSONS #0060 - Total For Planning - Admin \$7.28

ALBERTSONS #0060 Prevention & Inspection Donuts for a meeting \$17.56

ALBERTSONS #0060 - Total For Prevention & Inspection \$17.56

ALBERTSONS #0060 - ALL DEPARTMENTS **\$71.36**

ALBERTSONS #0062

ALBERTSONS #0062 Aquatics - Operations GROCERY STORES, SUPERMARKETS \$3.87

ALBERTSONS #0062 - Total For Aquatics - Operations \$3.87

ALBERTSONS #0062 - ALL DEPARTMENTS **\$3.87**

ALL OUT FIRE EXTINGU

ALL OUT FIRE EXTINGU	Cemetery	TWO NEW FIRE EXT FOR UNITS	\$200.00
<i>ALL OUT FIRE EXTINGU - Total For Cemetery</i>			<i>\$200.00</i>
ALL OUT FIRE EXTINGU	Regional Water Operations	Annual Fire Ext Check	\$800.00
<i>ALL OUT FIRE EXTINGU - Total For Regional Water Operations</i>			<i>\$800.00</i>
ALL OUT FIRE EXTINGU - ALL DEPARTMENTS			\$1,000.00

ALLIANCE ELECTRIC LL

ALLIANCE ELECTRIC LL	Balefill - Dispatch	Labor/Materials re-feed gate opener	\$393.55
<i>ALLIANCE ELECTRIC LL - Total For Balefill - Dispatch</i>			<i>\$393.55</i>
ALLIANCE ELECTRIC LL - ALL DEPARTMENTS			\$393.55

ALLURETECH

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

ALPHA CARD SYSTEMS L

ALPHA CARD SYSTEMS L	Hogadon - Operations	Season Pass Wickets	\$329.80
<i>ALPHA CARD SYSTEMS L - Total For Hogadon - Operations</i>			<i>\$329.80</i>
ALPHA CARD SYSTEMS L - ALL DEPARTMENTS			\$329.80

ALSCO INC.

ALSCO INC.	Regional Water Operations	LAUNDRY	\$190.47
<i>ALSCO INC. - Total For Regional Water Operations</i>			<i>\$190.47</i>
ALSCO INC.	Sewer Fund - Collection	laundry and towels	\$273.20
<i>ALSCO INC. - Total For Sewer Fund - Collection</i>			<i>\$273.20</i>
ALSCO INC.	WWTP - Operations	LAUNDRY, CLEANING, AND GARMENT SERVICES	\$552.77
<i>ALSCO INC. - Total For WWTP - Operations</i>			<i>\$552.77</i>
ALSCO INC. - ALL DEPARTMENTS			\$1,016.44

AMAZON.COM MA3830P71

AMAZON.COM MA3830P71	Ft. Caspar	BOOK STORES	\$10.78
<i>AMAZON.COM MA3830P71 - Total For Ft. Caspar</i>			<i>\$10.78</i>
AMAZON.COM MA3830P71 - ALL DEPARTMENTS			\$10.78

AMERICANA SOUVENIERS

AMERICANA SOUVENIERS	Ft. Caspar	DURABLE GOODS,NOT ELSEWHERE CLASSIFIED	\$852.45
<i>AMERICANA SOUVENIERS - Total For Ft. Caspar</i>			<i>\$852.45</i>
AMERICANA SOUVENIERS - ALL DEPARTMENTS			\$852.45

AMERIGAS - CASPER

AMERIGAS - CASPER	Ice Arena - Operations	PROPANE FOR OLY	\$64.23
<i>AMERIGAS - CASPER - Total For Ice Arena - Operations</i>			<i>\$64.23</i>
AMERIGAS - CASPER	Regional Water Operations	Vehicle fuel	\$14.73
<i>AMERIGAS - CASPER - Total For Regional Water Operations</i>			<i>\$14.73</i>
AMERIGAS - CASPER - ALL DEPARTMENTS			\$78.96

AMZN Mktp US

AMZN Mktp US	Aquatics - Operations	TONER	\$50.38
<i>AMZN Mktp US - Total For Aquatics - Operations</i>			<i>\$50.38</i>
AMZN Mktp US	Aquatics - Pool	TONER	\$11.20
<i>AMZN Mktp US - Total For Aquatics - Pool</i>			<i>\$11.20</i>
AMZN Mktp US	Planning - Admin	BOOK STORES (CENSUS)	\$87.37
<i>AMZN Mktp US - Total For Planning - Admin</i>			<i>\$87.37</i>
AMZN Mktp US	Rec Center - Admin	TONER	\$32.37
AMZN Mktp US	Rec Center - Admin	TONER	\$50.38
<i>AMZN Mktp US - Total For Rec Center - Admin</i>			<i>\$82.75</i>
AMZN Mktp US	Rec Center - Operations	TONER	\$32.38
<i>AMZN Mktp US - Total For Rec Center - Operations</i>			<i>\$32.38</i>
AMZN Mktp US - ALL DEPARTMENTS			\$264.08

APA MEMBERSHIPS AND

APA MEMBERSHIPS AND	Planning - Admin	BUSINESS SERVICES NOT ELSEWHERE CLASSIFI	\$386.00
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<i>APA MEMBERSHIPS AND - Total For Planning - Admin</i>			\$386.00
APA MEMBERSHIPS AND - ALL DEPARTMENTS			\$386.00

APPLE COMPUTER, INC.

APPLE COMPUTER, INC.	Fire Administration	iCloud 50gb Storage Plan	\$0.99
<i>APPLE COMPUTER, INC. - Total For Fire Administration</i>			<i>\$0.99</i>
APPLE COMPUTER, INC. - ALL DEPARTMENTS			\$0.99

ARENA PRODUCTS & SER

ARENA PRODUCTS & SER	Property Insurance Fund	Claim #2012CA New Compressor Motors	\$18,354.49
<i>ARENA PRODUCTS & SER - Total For Property Insurance Fund</i>			<i>\$18,354.49</i>
ARENA PRODUCTS & SER - ALL DEPARTMENTS			\$18,354.49

AT&T PREMIER EBIL

AT&T PREMIER EBIL	Police Administration	TELECOMMUNICATION SERV.INCLUD. LOCAL/L.	\$8,035.91
<i>AT&T PREMIER EBIL - Total For Police Administration</i>			<i>\$8,035.91</i>
AT&T PREMIER EBIL - ALL DEPARTMENTS			\$8,035.91

ATLAS OFFICE PRODUCT

ATLAS OFFICE PRODUCT	City Attorney	OFFICE SUPPLIES	\$60.84
ATLAS OFFICE PRODUCT	City Attorney	OFFICE SUPPLIES	\$12.62
<i>ATLAS OFFICE PRODUCT - Total For City Attorney</i>			<i>\$73.46</i>
ATLAS OFFICE PRODUCT	Code Enforcement	COMMERCIAL EQUIPMENT, NOT ELSEWHERE CL	\$101.36
ATLAS OFFICE PRODUCT	Code Enforcement	COMMERCIAL EQUIPMENT, NOT ELSEWHERE CL	\$114.11
<i>ATLAS OFFICE PRODUCT - Total For Code Enforcement</i>			<i>\$215.47</i>
ATLAS OFFICE PRODUCT	Ft. Caspar	COMMERCIAL EQUIPMENT, NOT ELSEWHERE CL	\$168.96
ATLAS OFFICE PRODUCT	Ft. Caspar	COMMERCIAL EQUIPMENT, NOT ELSEWHERE CL	\$45.54
ATLAS OFFICE PRODUCT	Ft. Caspar	COMMERCIAL EQUIPMENT, NOT ELSEWHERE CL	\$82.87
ATLAS OFFICE PRODUCT	Ft. Caspar	COMMERCIAL EQUIPMENT, NOT ELSEWHERE CL	\$71.64
<i>ATLAS OFFICE PRODUCT - Total For Ft. Caspar</i>			<i>\$369.01</i>
ATLAS OFFICE PRODUCT	Human Resources	Office Supplies	\$20.20
ATLAS OFFICE PRODUCT	Human Resources	Office Supplies	\$55.64

<i>ATLAS OFFICE PRODUCT - Total For Human Resources</i>			<i>\$75.84</i>
ATLAS OFFICE PRODUCT	Planning - Admin	COMMERCIAL EQUIPMENT, NOT ELSEWHERE CL	\$103.00
<i>ATLAS OFFICE PRODUCT - Total For Planning - Admin</i>			<i>\$103.00</i>
ATLAS OFFICE PRODUCT	Regional Water Operations	Office Supply	\$97.74
<i>ATLAS OFFICE PRODUCT - Total For Regional Water Operations</i>			<i>\$97.74</i>
ATLAS OFFICE PRODUCT	Water - Distribution	Mice, adhesive	\$22.52
<i>ATLAS OFFICE PRODUCT - Total For Water - Distribution</i>			<i>\$22.52</i>
ATLAS OFFICE PRODUCT - ALL DEPARTMENTS			\$957.04

ATLAS REPRODUCTION I

ATLAS REPRODUCTION I	Planning - Admin	STATIONERY,OFFICE SUPPLIES,PRINTING AND	\$9.00
<i>ATLAS REPRODUCTION I - Total For Planning - Admin</i>			<i>\$9.00</i>
ATLAS REPRODUCTION I - ALL DEPARTMENTS			\$9.00

ATS ACOUSTICS

ATS ACOUSTICS	Metro Animal Fund - Admin	ELECTRONIC SALES	\$431.42
<i>ATS ACOUSTICS - Total For Metro Animal Fund - Admin</i>			<i>\$431.42</i>
ATS ACOUSTICS - ALL DEPARTMENTS			\$431.42

BADGER METER INC

BADGER METER INC	Water	72 - ERTs (Electronic Read Transmitter)	\$4,536.00
<i>BADGER METER INC - Total For Water</i>			<i>\$4,536.00</i>
BADGER METER INC - ALL DEPARTMENTS			\$4,536.00

BAILEYS ACE HDWE

BAILEYS ACE HDWE	Balefill - Proc	HARDWARE STORES ELEC LIGHTS BALER TOOL	\$12.54
BAILEYS ACE HDWE	Balefill - Proc	HARDWARE STORES HOSE FOR EVAP BALER	\$39.98
<i>BAILEYS ACE HDWE - Total For Balefill - Proc</i>			<i>\$52.52</i>
BAILEYS ACE HDWE	Buildings & Structures Fund	sink aerator City Center	\$4.99
<i>BAILEYS ACE HDWE - Total For Buildings & Structures Fund</i>			<i>\$4.99</i>
BAILEYS ACE HDWE	Ice Arena - Operations	SANDPAPER-PUMP	\$18.77
BAILEYS ACE HDWE	Ice Arena - Operations	HAND TOOLS-PLIERS	\$9.99

<i>BAILEYS ACE HDWE - Total For Ice Arena - Operations</i>			\$28.76
BAILEYS ACE HDWE	Operations	Screws for Drill Tower	\$8.39
<i>BAILEYS ACE HDWE - Total For Operations</i>			\$8.39
BAILEYS ACE HDWE	Parks - Athletic Maint.	SOCCER PUMP STATION ELECTRICAL WORK	\$19.99
<i>BAILEYS ACE HDWE - Total For Parks - Athletic Maint.</i>			\$19.99
BAILEYS ACE HDWE	Parks - Parks Maint.	HARDWARE STORES	\$15.75
BAILEYS ACE HDWE	Parks - Parks Maint.	HARDWARE STORES	\$12.99
<i>BAILEYS ACE HDWE - Total For Parks - Parks Maint.</i>			\$28.74
BAILEYS ACE HDWE	Sewer Fund - Collection	sterilant for CCTV van	\$14.99
<i>BAILEYS ACE HDWE - Total For Sewer Fund - Collection</i>			\$14.99
BAILEYS ACE HDWE	Weed & Pest Fund	Parts for new sprayer	\$21.95
<i>BAILEYS ACE HDWE - Total For Weed & Pest Fund</i>			\$21.95
BAILEYS ACE HDWE - ALL DEPARTMENTS			\$180.33

BARCODES UNLIMITED

BARCODES UNLIMITED	Finance	Bar Code Tags	\$110.62
<i>BARCODES UNLIMITED - Total For Finance</i>			\$110.62
BARCODES UNLIMITED - ALL DEPARTMENTS			\$110.62

BARGREEN ELLINGSON

BARGREEN ELLINGSON	Golf - Operations	COMMERCIAL EQUIPMENT, NOT ELSEWHERE CL	\$49.06
<i>BARGREEN ELLINGSON - Total For Golf - Operations</i>			\$49.06
BARGREEN ELLINGSON - ALL DEPARTMENTS			\$49.06

BEARDSLEY SAM STABLE

BEARDSLEY SAM STABLE	Hogadon - Operations	Professional Ski Area mag	\$97.00
<i>BEARDSLEY SAM STABLE - Total For Hogadon - Operations</i>			\$97.00
BEARDSLEY SAM STABLE - ALL DEPARTMENTS			\$97.00

BEST BUY

BEST BUY	Balefill - Proc	BALER BREAKROOM PRINTER AND CLERK PRINT	\$1,279.96
<i>BEST BUY - Total For Balefill - Proc</i>			\$1,279.96

BEST BUY	Fire Administration	Zagg Rugged Book Go 12.9 Inch, Keyboard, IPad	\$100.95
BEST BUY	Fire Administration	IPad Pro	\$1,558.98
BEST BUY	Fire Administration	IPad Pro	\$1,643.96
<i>BEST BUY - Total For Fire Administration</i>			<i>\$3,303.89</i>
BEST BUY	Information Services	ELECTRONIC SALES	\$509.96
<i>BEST BUY - Total For Information Services</i>			<i>\$509.96</i>
BEST BUY	Sewer Fund - Collection	office supplies	\$22.99
<i>BEST BUY - Total For Sewer Fund - Collection</i>			<i>\$22.99</i>
BEST BUY	Water - Distribution	ZAGG RUGGED BOOK	\$189.98
<i>BEST BUY - Total For Water - Distribution</i>			<i>\$189.98</i>
BEST BUY - ALL DEPARTMENTS			\$5,306.78

BLACK BEAR HAVERSACK

BLACK BEAR HAVERSACK	Ft. Caspar	MISCELLANEOUS AND RETAIL STORES	\$75.79
<i>BLACK BEAR HAVERSACK - Total For Ft. Caspar</i>			<i>\$75.79</i>
BLACK BEAR HAVERSACK - ALL DEPARTMENTS			\$75.79

BLOEDORN LUMBER CASP

BLOEDORN LUMBER CASP	Buildings & Structures Fund	LUMBER AND BUILDING MATERIALS STORES	\$23.48
<i>BLOEDORN LUMBER CASP - Total For Buildings & Structures Fund</i>			<i>\$23.48</i>
BLOEDORN LUMBER CASP	Water - Distribution	Styrofoam	\$38.30
<i>BLOEDORN LUMBER CASP - Total For Water - Distribution</i>			<i>\$38.30</i>
BLOEDORN LUMBER CASP	WWTP - Operations	Hammer drill bit	\$8.62
<i>BLOEDORN LUMBER CASP - Total For WWTP - Operations</i>			<i>\$8.62</i>
BLOEDORN LUMBER CASP - ALL DEPARTMENTS			\$70.40

BRECK MEDIA GROUP WY

BRECK MEDIA GROUP WY	Golf - Operations	ADVERTISING SERVICES	\$504.00
<i>BRECK MEDIA GROUP WY - Total For Golf - Operations</i>			<i>\$504.00</i>
BRECK MEDIA GROUP WY - ALL DEPARTMENTS			\$504.00

BRENNTAG PACIFIC, IN

BRENNTAG PACIFIC, IN	Regional Water Operations	Chemicals-Ferric	\$10,665.80
BRENNTAG PACIFIC, IN	Regional Water Operations	Chemicals - Ferric	\$10,622.69
BRENNTAG PACIFIC, IN	Regional Water Operations	Chemicals- Ferric	\$11,291.71
BRENNTAG PACIFIC, IN	Regional Water Operations	Chemicals- Ferric	\$11,112.33
BRENNTAG PACIFIC, IN	Regional Water Operations	Chemicals-Ferric	\$10,692.09
BRENNTAG PACIFIC, IN	Regional Water Operations	Chemicals-Ferric	\$10,708.42
<i>BRENNTAG PACIFIC, IN - Total For Regional Water Operations</i>			<i>\$65,093.04</i>
BRENNTAG PACIFIC, IN - ALL DEPARTMENTS			\$65,093.04

C&J SAYLES INC

C&J SAYLES INC	Ft. Caspar	JEWELRY STORES-WATCHES, CLOCKES, AND SIL	\$519.63
<i>C&J SAYLES INC - Total For Ft. Caspar</i>			<i>\$519.63</i>
C&J SAYLES INC - ALL DEPARTMENTS			\$519.63

CASELLE, INC.

CASELLE, INC.	Customer Service	September 19 Contract Support	\$75.00
<i>CASELLE, INC. - Total For Customer Service</i>			<i>\$75.00</i>
CASELLE, INC. - ALL DEPARTMENTS			\$75.00

Cash Manufacturing C

Cash Manufacturing C	Ft. Caspar	MISCELLANEOUS PERSONAL SERVICES	\$1,332.00
<i>Cash Manufacturing C - Total For Ft. Caspar</i>			<i>\$1,332.00</i>
Cash Manufacturing C - ALL DEPARTMENTS			\$1,332.00

CASPAR BUILDING SYST

CASPAR BUILDING SYST	Balefill - Dispatch	Baler Building	235,982.00
<i>CASPAR BUILDING SYST - Total For Balefill - Dispatch</i>			<i>\$1,235,982.00</i>
CASPAR BUILDING SYST	Refuse - Residential	MRF and Alternates	229,942.10
<i>CASPAR BUILDING SYST - Total For Refuse - Residential</i>			<i>\$229,942.10</i>
CASPAR BUILDING SYST - ALL DEPARTMENTS			\$1,465,924.10

CASPER AREA TRANSPOR

CASPER AREA TRANSPOR	CATC - Operations	June 2019 CATC Preventive Maitenance	\$944.97
CASPER AREA TRANSPOR	CATC - Operations	June 2019 CATC Operating Assistance	134,631.00
<i>CASPER AREA TRANSPOR - Total For CATC - Operations</i>			<i>\$135,575.97</i>
CASPER AREA TRANSPOR - ALL DEPARTMENTS			\$135,575.97

CASPER CONTRACTORS S

CASPER CONTRACTORS S	Balefill - Dispatch	BALEFILL LDF	\$823.65
<i>CASPER CONTRACTORS S - Total For Balefill - Dispatch</i>			<i>\$823.65</i>
CASPER CONTRACTORS S	Balefill - Proc	INDUSTRIAL SUPPLIES NOT ESLEWHERE CLASSI	\$64.60
CASPER CONTRACTORS S	Balefill - Proc	INDUSTRIAL SUPPLIES NOT ESLEWHERE CLASSI	(\$64.60)
CASPER CONTRACTORS S	Balefill - Proc	INDUSTRIAL SUPPLIES NOT ESLEWHERE CLASSI	\$37.65
<i>CASPER CONTRACTORS S - Total For Balefill - Proc</i>			<i>\$37.65</i>
CASPER CONTRACTORS S	Rec Cener - Sports Prog	Transit stick	\$151.14
<i>CASPER CONTRACTORS S - Total For Rec Cener - Sports Prog</i>			<i>\$151.14</i>
CASPER CONTRACTORS S	Streets	Concrete saw blade for Talon Dr.	\$883.36
<i>CASPER CONTRACTORS S - Total For Streets</i>			<i>\$883.36</i>
CASPER CONTRACTORS S	Water - Distribution	Paint, pin flags	\$244.74
<i>CASPER CONTRACTORS S - Total For Water - Distribution</i>			<i>\$244.74</i>
CASPER CONTRACTORS S - ALL DEPARTMENTS			\$2,140.54

CASPER FIRE EXTINGUI

CASPER FIRE EXTINGUI	Parks - Parks Maint.	DURABLE GOODS,NOT ELSEWHERE CLASSIFIED	\$34.00
<i>CASPER FIRE EXTINGUI - Total For Parks - Parks Maint.</i>			<i>\$34.00</i>
CASPER FIRE EXTINGUI - ALL DEPARTMENTS			\$34.00

CASPER STAR TRIBUNE

CASPER STAR TRIBUNE	City Clerk	Publication of 7/2/19 City Council Meeting Minu	\$1,673.80
CASPER STAR TRIBUNE	City Clerk	Publication of 7/16/19 City Council Meeting Min	\$961.00
<i>CASPER STAR TRIBUNE - Total For City Clerk</i>			<i>\$2,634.80</i>
CASPER STAR TRIBUNE	Rec Center - Classes	FINAL PAY AD FOR THE REC CENTER FLOORING	\$213.64
<i>CASPER STAR TRIBUNE - Total For Rec Center - Classes</i>			<i>\$213.64</i>

CASPER STAR TRIBUNE	Sewer Fund - Collection	NEWS DEALERS AND NEWSSTANDS	\$492.20
<i>CASPER STAR TRIBUNE - Total For Sewer Fund - Collection</i>			<i>\$492.20</i>
CASPER STAR TRIBUNE - ALL DEPARTMENTS			\$3,340.64

CASPER STAR-TRIBUNE,

CASPER STAR-TRIBUNE,	City Clerk	Salaries Notice	\$1,089.56
<i>CASPER STAR-TRIBUNE, - Total For City Clerk</i>			<i>\$1,089.56</i>
CASPER STAR-TRIBUNE,	Metropolitan Planning Org	TIP Block Ad	\$395.00
<i>CASPER STAR-TRIBUNE, - Total For Metropolitan Planning Org</i>			<i>\$395.00</i>
CASPER STAR-TRIBUNE,	Planning - Admin	Annexation	\$826.00
CASPER STAR-TRIBUNE,	Planning - Admin	Planning and Zoning Notice	\$60.96
CASPER STAR-TRIBUNE,	Planning - Admin	Casper City Council Notice	\$79.16
CASPER STAR-TRIBUNE,	Planning - Admin	Notice of Intent	\$107.52
<i>CASPER STAR-TRIBUNE, - Total For Planning - Admin</i>			<i>\$1,073.64</i>
CASPER STAR-TRIBUNE,	WWTP - Operations	Notice of Public Meeting	\$102.20
<i>CASPER STAR-TRIBUNE, - Total For WWTP - Operations</i>			<i>\$102.20</i>
CASPER STAR-TRIBUNE, - ALL DEPARTMENTS			\$2,660.40

CASPER TIRE 0000705

CASPER TIRE 0000705	Refuse - Commercial	AUTOMOTIVE PARTS, ACCESSORIES STORES 22	\$35.00
CASPER TIRE 0000705	Refuse - Commercial	AUTOMOTIVE PARTS, ACCESSORIES STORES 22	\$60.00
<i>CASPER TIRE 0000705 - Total For Refuse - Commercial</i>			<i>\$95.00</i>
CASPER TIRE 0000705 - ALL DEPARTMENTS			\$95.00

CASPER WINNELSON CO

CASPER WINNELSON CO	Buildings & Structures Fund	PLUMBING & HEATING EQUIPMENT AND SUPPL	\$37.50
CASPER WINNELSON CO	Buildings & Structures Fund	Leaky spigot repair at Scale house	\$38.25
CASPER WINNELSON CO	Buildings & Structures Fund	Pipe repair at Marion Kreiner pool	\$9.42
<i>CASPER WINNELSON CO - Total For Buildings & Structures Fund</i>			<i>\$85.17</i>
CASPER WINNELSON CO	Parks - Athletic Maint.	PLUMBING & HEATING EQUIPMENT AND SUPPL	\$677.04
CASPER WINNELSON CO	Parks - Athletic Maint.	518 N. CENTER REPAIRS BACK FLOW PREVENTE	\$20.05
<i>CASPER WINNELSON CO - Total For Parks - Athletic Maint.</i>			<i>\$697.09</i>

CASPER WINNELSON CO	Weed & Pest Fund	Plumbing parts for new sprayer	\$68.09
<i>CASPER WINNELSON CO - Total For Weed & Pest Fund</i>			<i>\$68.09</i>
CASPER WINNELSON CO	WWTP - Operations	PVC glue	\$53.06
<i>CASPER WINNELSON CO - Total For WWTP - Operations</i>			<i>\$53.06</i>
CASPER WINNELSON CO - ALL DEPARTMENTS			\$903.41

CASPER-ALCOVA IRRIGA

CASPER-ALCOVA IRRIGA	Water - Tanks	Rehabilitation and Betterment Charge	\$71,364.05
<i>CASPER-ALCOVA IRRIGA - Total For Water - Tanks</i>			<i>\$71,364.05</i>
CASPER-ALCOVA IRRIGA - ALL DEPARTMENTS			\$71,364.05

CELLULAR PLUS CASPER

CELLULAR PLUS CASPER	Meter Services	I pad Vehicle Charger for use by meter service w	\$34.99
<i>CELLULAR PLUS CASPER - Total For Meter Services</i>			<i>\$34.99</i>
CELLULAR PLUS CASPER - ALL DEPARTMENTS			\$34.99

CENTRAL TRUCK & DIES

CENTRAL TRUCK & DIES	Fleet Maintenance Fund	Unit #070707 Labor	\$7,229.58
<i>CENTRAL TRUCK & DIES - Total For Fleet Maintenance Fund</i>			<i>\$7,229.58</i>
CENTRAL TRUCK & DIES - ALL DEPARTMENTS			\$7,229.58

CENTRAL WY. REGIONAL

CENTRAL WY. REGIONAL	Water	July 2019 System Investment Charges	\$7,476.00
<i>CENTRAL WY. REGIONAL - Total For Water</i>			<i>\$7,476.00</i>
CENTRAL WY. REGIONAL	Water - Admin	July 2019 Water Usage	226,018.11
<i>CENTRAL WY. REGIONAL - Total For Water - Admin</i>			<i>\$1,226,018.11</i>
CENTRAL WY. REGIONAL - ALL DEPARTMENTS			\$1,233,494.11

CENTURYLINK

CENTURYLINK	Balefill - Dispatch	Phone Use	\$67.06
<i>CENTURYLINK - Total For Balefill - Dispatch</i>			<i>\$67.06</i>

CENTURYLINK	City Hall/Campus Buildings	Phone Use	\$35.46
<i>CENTURYLINK - Total For City Hall/Campus Buildings</i>			<i>\$35.46</i>
CENTURYLINK	Code Enforcement	Phone Use	\$65.08
<i>CENTURYLINK - Total For Code Enforcement</i>			<i>\$65.08</i>
CENTURYLINK	Finance	Phone Use	\$1,544.66
CENTURYLINK	Finance	Phone Use	\$328.39
<i>CENTURYLINK - Total For Finance</i>			<i>\$1,873.05</i>
CENTURYLINK	Fire Administration	Phone Use	\$1,212.09
<i>CENTURYLINK - Total For Fire Administration</i>			<i>\$1,212.09</i>
CENTURYLINK	Ice Arena - Operations	Phone Use	\$39.44
<i>CENTURYLINK - Total For Ice Arena - Operations</i>			<i>\$39.44</i>
CENTURYLINK	Metro Animal Fund - Admin	Phone Use	\$39.46
<i>CENTURYLINK - Total For Metro Animal Fund - Admin</i>			<i>\$39.46</i>
CENTURYLINK	Parking Fund	Phone Use	\$126.10
<i>CENTURYLINK - Total For Parking Fund</i>			<i>\$126.10</i>
CENTURYLINK	Parks - Parks Maint.	Phone Use	\$122.03
CENTURYLINK	Parks - Parks Maint.	Phone Use	\$47.34
<i>CENTURYLINK - Total For Parks - Parks Maint.</i>			<i>\$169.37</i>
CENTURYLINK	Police Administration	Phone Use	\$360.24
<i>CENTURYLINK - Total For Police Administration</i>			<i>\$360.24</i>
CENTURYLINK	Public Safety Communication	Phone Use	\$300.80
CENTURYLINK	Public Safety Communication	Phone Use	\$150.67
CENTURYLINK	Public Safety Communication	Phone Use	\$493.27
CENTURYLINK	Public Safety Communication	Phone Use	\$10,960.72
<i>CENTURYLINK - Total For Public Safety Communication</i>			<i>\$11,905.46</i>
CENTURYLINK	Streets	Phone Use	\$161.90
<i>CENTURYLINK - Total For Streets</i>			<i>\$161.90</i>
CENTURYLINK	Water - Admin	Phone Use	\$195.24
<i>CENTURYLINK - Total For Water - Admin</i>			<i>\$195.24</i>
CENTURYLINK	Water - Distribution	Phone Use	\$39.44
<i>CENTURYLINK - Total For Water - Distribution</i>			<i>\$39.44</i>
CENTURYLINK	Water - Tanks	Phone Use	\$53.31
<i>CENTURYLINK - Total For Water - Tanks</i>			<i>\$53.31</i>
CENTURYLINK	WWTP - Regional Interc	Phone Use	\$1,779.65

<i>CENTURYLINK - Total For WWTP - Regional Interc</i>			\$1,779.65
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CENTURYLINK - ALL DEPARTMENTS			\$18,122.35
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CH2MHILL, INC.

CH2MHILL, INC.	Sewer Fund - Collection	Strategic Plan Development	\$905.84
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<i>CH2MHILL, INC. - Total For Sewer Fund - Collection</i>			<i>\$905.84</i>
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CH2MHILL, INC.	Water - Tanks	Strategic Plan Development	\$3,015.64
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<i>CH2MHILL, INC. - Total For Water - Tanks</i>			<i>\$3,015.64</i>
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CH2MHILL, INC.	WWTP - Operations	Engineering for WTP MCC Replacements	\$5,784.72
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CH2MHILL, INC.	WWTP - Operations	Strategic Plan Development	\$1,811.68
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<i>CH2MHILL, INC. - Total For WWTP - Operations</i>			<i>\$7,596.40</i>
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CH2MHILL, INC. - ALL DEPARTMENTS			\$11,517.88
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CIGNA HEALTH & LIFE

CIGNA HEALTH & LIFE	Health Insurance Fund	July 2019 Coverage	\$12,098.93
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<i>CIGNA HEALTH & LIFE - Total For Health Insurance Fund</i>			<i>\$12,098.93</i>
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CIGNA HEALTH & LIFE - ALL DEPARTMENTS			\$12,098.93
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CITY OF CASPER

CITY OF CASPER	Balefill - Dispatch	Street Sweeping Fee	\$2,266.00
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<i>CITY OF CASPER - Total For Balefill - Dispatch</i>			<i>\$2,266.00</i>
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CITY OF CASPER	CATC - Operations	July 2019 CATC Fuel Charges	\$14,669.27
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CITY OF CASPER	CATC - Operations	July 2019 CATC Workorder	\$8,161.89
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<i>CITY OF CASPER - Total For CATC - Operations</i>			<i>\$22,831.16</i>
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CITY OF CASPER	Hogadon - Operations	Balefill	\$15.00
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CITY OF CASPER	Hogadon - Operations	Balefill	\$341.04
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<i>CITY OF CASPER - Total For Hogadon - Operations</i>			<i>\$356.04</i>
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CITY OF CASPER	Parks - Parks Maint.	Trash Bins	\$1,048.00
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<i>CITY OF CASPER - Total For Parks - Parks Maint.</i>			<i>\$1,048.00</i>
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CITY OF CASPER	Refuse - Residential	Balefill	\$413.86
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CITY OF CASPER	Refuse - Residential	Balefill	\$5,581.59
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CITY OF CASPER	Refuse - Residential	Balefill	\$5,802.88
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CITY OF CASPER	Refuse - Residential	Balefill	\$437.38
CITY OF CASPER	Refuse - Residential	Balefill	\$7,052.48
CITY OF CASPER	Refuse - Residential	Balefill	\$6,458.69
CITY OF CASPER	Refuse - Residential	Balefill	\$5,997.41
CITY OF CASPER	Refuse - Residential	Balefill	\$5,584.53
CITY OF CASPER	Refuse - Residential	Balefill	\$5,725.95
<i>CITY OF CASPER - Total For Refuse - Residential</i>			<i>\$43,054.77</i>
CITY OF CASPER	Regional Water Operations	Balefill	\$15.00
<i>CITY OF CASPER - Total For Regional Water Operations</i>			<i>\$15.00</i>
CITY OF CASPER	WWTP - Operations	Balefill	\$124.95
CITY OF CASPER	WWTP - Operations	Balefill	\$123.48
CITY OF CASPER	WWTP - Operations	Balefill	\$143.57
CITY OF CASPER	WWTP - Operations	Balefill	\$1,358.65
<i>CITY OF CASPER - Total For WWTP - Operations</i>			<i>\$1,750.65</i>
CITY OF CASPER - ALL DEPARTMENTS			\$71,321.62

CIVIL ENGINEERING PR

CIVIL ENGINEERING PR	Balefill - Dispatch	Landscape Architect Services	\$750.00
<i>CIVIL ENGINEERING PR - Total For Balefill - Dispatch</i>			<i>\$750.00</i>
CIVIL ENGINEERING PR	Capital Projects Fund	Beverly St Project 18-060	\$7,750.75
CIVIL ENGINEERING PR	Capital Projects Fund	I-25 and Walsh 18-044	\$3,900.00
<i>CIVIL ENGINEERING PR - Total For Capital Projects Fund</i>			<i>\$11,650.75</i>
CIVIL ENGINEERING PR	Sewer Fund - Collection	Engineering Services I25- Yellowstone	\$1,600.00
<i>CIVIL ENGINEERING PR - Total For Sewer Fund - Collection</i>			<i>\$1,600.00</i>
CIVIL ENGINEERING PR	Water - Distribution	Engineering Services I25- Yellowstone	\$1,600.00
<i>CIVIL ENGINEERING PR - Total For Water - Distribution</i>			<i>\$1,600.00</i>
CIVIL ENGINEERING PR - ALL DEPARTMENTS			\$15,600.75

CMI TECO, INC.

CMI TECO, INC.	Refuse - Commercial	AUTOMOTIVE REPAIR SHOPS (NON-DEALER) 2	\$752.40
CMI TECO, INC.	Refuse - Commercial	AUTOMOTIVE REPAIR SHOPS (NON-DEALER) 80	\$1,788.04
CMI TECO, INC.	Refuse - Commercial	AUTOMOTIVE REPAIR SHOPS (NON-DEALER) 22	\$760.60
CMI TECO, INC.	Refuse - Commercial	AUTOMOTIVE REPAIR SHOPS (NON-DEALER) 22	\$1,132.28

CMI TECO, INC.	Refuse - Commercial	AUTOMOTIVE REPAIR SHOPS (NON-DEALER)	70	\$6,233.68
CMI TECO, INC.	Refuse - Commercial	AUTOMOTIVE REPAIR SHOPS (NON-DEALER)	22	\$1,087.46
CMI TECO, INC.	Refuse - Commercial	AUTOMOTIVE REPAIR SHOPS (NON-DEALER)		\$282.15
CMI TECO, INC.	Refuse - Commercial	AUTOMOTIVE REPAIR SHOPS (NON-DEALER)	2	\$1,566.14
CMI TECO, INC.	Refuse - Commercial	AUTOMOTIVE REPAIR SHOPS (NON-DEALER)	22	\$993.83
CMI TECO, INC.	Refuse - Commercial	AUTOMOTIVE REPAIR SHOPS (NON-DEALER)	22	\$282.15
<i>CMI TECO, INC. - Total For Refuse - Commercial</i>				<i>\$14,878.73</i>
CMI TECO, INC.	Refuse - Residential	AUTOMOTIVE REPAIR SHOPS (NON-DEALER)	22	\$224.07
<i>CMI TECO, INC. - Total For Refuse - Residential</i>				<i>\$224.07</i>
CMI TECO, INC. - ALL DEPARTMENTS				\$15,102.80

CNA SURETY

CNA SURETY	Property Insurance Fund	Tom Pitlick Treasurer Bond		\$125.00
<i>CNA SURETY - Total For Property Insurance Fund</i>				<i>\$125.00</i>
CNA SURETY - ALL DEPARTMENTS				\$125.00

COASTAL CHEMICAL CO

COASTAL CHEMICAL CO	Regional Water Operations	Vehicle Fuel		\$218.26
COASTAL CHEMICAL CO	Regional Water Operations	Degreaser		\$31.36
<i>COASTAL CHEMICAL CO - Total For Regional Water Operations</i>				<i>\$249.62</i>
COASTAL CHEMICAL CO - ALL DEPARTMENTS				\$249.62

COCA COLA BOTTLING C

COCA COLA BOTTLING C	Balefill - Dispatch	MISCELLANEOUS GENERAL MERCHANDISE STOR		\$23.25
<i>COCA COLA BOTTLING C - Total For Balefill - Dispatch</i>				<i>\$23.25</i>
COCA COLA BOTTLING C	Metro Animal Fund - Admin	MISCELLANEOUS GENERAL MERCHANDISE STOR		\$54.50
<i>COCA COLA BOTTLING C - Total For Metro Animal Fund - Admin</i>				<i>\$54.50</i>
COCA COLA BOTTLING C - ALL DEPARTMENTS				\$77.75

COLORADO ORGANIZATIO

COLORADO ORGANIZATIO	State	SCHOOLS AND EDUCATIONAL SERVICES NOT ELS		\$1,665.00
<i>COLORADO ORGANIZATIO - Total For State</i>				<i>\$1,665.00</i>

COLORADO ORGANIZATIO - ALL DEPARTMENTS**\$1,665.00****COMMUNICATION TECHNO**

COMMUNICATION TECHNO	Capital Projects Fund	G-Tac Installs	\$721.00
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<i>COMMUNICATION TECHNO - Total For Capital Projects Fund</i>			\$721.00
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COMMUNICATION TECHNO	Fleet Maintenance Fund	Motherboard/Replaced light bar	\$192.00
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<i>COMMUNICATION TECHNO - Total For Fleet Maintenance Fund</i>			\$192.00
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COMMUNICATION TECHNO - ALL DEPARTMENTS**\$913.00****COMTRONIX, INC.**

COMTRONIX, INC.	Balefill - Dispatch	Alarm Service	\$216.42
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<i>COMTRONIX, INC. - Total For Balefill - Dispatch</i>			\$216.42
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COMTRONIX, INC.	Cemetery	FIRE ALARM ANNUAL INSPECTION	\$147.00
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<i>COMTRONIX, INC. - Total For Cemetery</i>			\$147.00
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COMTRONIX, INC.	Risk Management	Mayor panic alarm repair	\$137.10
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<i>COMTRONIX, INC. - Total For Risk Management</i>			\$137.10
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COMTRONIX, INC. - ALL DEPARTMENTS**\$500.52****CONNIE NORWOOD**

CONNIE NORWOOD	Risk Management	Sigh Language Interpretation	\$78.75
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<i>CONNIE NORWOOD - Total For Risk Management</i>			\$78.75
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CONNIE NORWOOD - ALL DEPARTMENTS**\$78.75****CONVERGEONE**

CONVERGEONE	Customer Service	Headset/vista amp	\$155.46
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<i>CONVERGEONE - Total For Customer Service</i>			\$155.46
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CONVERGEONE	Public Saftey Communication	Cisco UC Phone	\$300.00
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CONVERGEONE	Public Saftey Communication	renew the VMWare annual maintenance	\$3,596.00
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CONVERGEONE	Public Saftey Communication	Maintenance Coverage	\$3,750.00
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<i>CONVERGEONE - Total For Public Saftey Communication</i>			\$7,646.00
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CONVERGEONE - ALL DEPARTMENTS**\$7,801.46**

Core & Main

Core & Main	Water	Reg E-Coder Pit	\$558.99
<i>Core & Main - Total For Water</i>			<i>\$558.99</i>
Core & Main - ALL DEPARTMENTS			\$558.99

CPS DISTRIBUTORS

CPS DISTRIBUTORS	Parks - Athletic Maint.	SPRINKLER HEAD REPLACEMENT BALL FIELDS	\$21.08
CPS DISTRIBUTORS	Parks - Athletic Maint.	UNIT 84025 TOOLS	\$37.21
CPS DISTRIBUTORS	Parks - Athletic Maint.	EVENTS CENTER SPRINKLER HEADS REPLACED	\$191.16
CPS DISTRIBUTORS	Parks - Athletic Maint.	SOCCER FIELDS HEAD REPLACEMENT AND VALV	\$380.75
CPS DISTRIBUTORS	Parks - Athletic Maint.	MATT CAMPFIELD HEAD REPLACEMENTS	\$12.20
CPS DISTRIBUTORS	Parks - Athletic Maint.	PV FIRE STATION IRRIGATION BOX	\$94.64
CPS DISTRIBUTORS	Parks - Athletic Maint.	RAILS TO TRAILS LEAK REPAIR	\$43.60
CPS DISTRIBUTORS	Parks - Athletic Maint.	HIGHLAND PARK REPLACE BOX AND VALVE	\$518.62
CPS DISTRIBUTORS	Parks - Athletic Maint.	SOCCER FIELDS HEAD REPLACEMENTS	\$415.35
CPS DISTRIBUTORS	Parks - Athletic Maint.	tools for unit 84025	\$13.29
CPS DISTRIBUTORS	Parks - Athletic Maint.	SPEED WAY LEAK REPAIRS	\$61.83
CPS DISTRIBUTORS	Parks - Athletic Maint.	MEADOW PARK SPRINKLER HEAD REPLACEMEN	\$654.02
CPS DISTRIBUTORS	Parks - Athletic Maint.	W.V.C. VALVES DOWN TOWN AREA (BATTERIES)	\$14.94
CPS DISTRIBUTORS	Parks - Athletic Maint.	cross roads fields leak repair	\$4.22
CPS DISTRIBUTORS	Parks - Athletic Maint.	SOCCER FIELDS LEAK REPAIR	\$21.36
CPS DISTRIBUTORS	Parks - Athletic Maint.	events center SPRINKLER HEAD REPLACEMENTS	\$750.19
CPS DISTRIBUTORS	Parks - Athletic Maint.	CONSTRUCTION MATERIALS	\$1,109.87
<i>CPS DISTRIBUTORS - Total For Parks - Athletic Maint.</i>			<i>\$4,344.33</i>
CPS DISTRIBUTORS	Parks - Parks Maint.	Irrigation repair parts for Bart Rae Learning Circ	\$2.98
<i>CPS DISTRIBUTORS - Total For Parks - Parks Maint.</i>			<i>\$2.98</i>
CPS DISTRIBUTORS	WWTP - Operations	Sprinkler heads	\$518.04
<i>CPS DISTRIBUTORS - Total For WWTP - Operations</i>			<i>\$518.04</i>
CPS DISTRIBUTORS - ALL DEPARTMENTS			\$4,865.35

CPU IIT

CPU IIT	Ice Arena - Operations	6 Computer work stations w/Microsoft softwar	\$2,140.52
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<i>CPU IIT - Total For Ice Arena - Operations</i>			<i>\$2,140.52</i>
CPU IIT	Planning - Admin	ELECTRONIC SALES (Liz's Computer)	\$1,377.00
<i>CPU IIT - Total For Planning - Admin</i>			<i>\$1,377.00</i>
CPU IIT	Rec Center - Admin	6 Computer work stations w/Microsoft softwar	\$975.55
<i>CPU IIT - Total For Rec Center - Admin</i>			<i>\$975.55</i>
CPU IIT	Rec Center - Operations	6 Computer work stations w/Microsoft softwar	\$2,926.08
<i>CPU IIT - Total For Rec Center - Operations</i>			<i>\$2,926.08</i>
CPU IIT	Refuse - Residential	Special Waste Printer Troubleshoot	\$140.00
<i>CPU IIT - Total For Refuse - Residential</i>			<i>\$140.00</i>
CPU IIT	Water - Meter	2 desktop computer replacements	\$1,783.90
<i>CPU IIT - Total For Water - Meter</i>			<i>\$1,783.90</i>
CPU IIT - ALL DEPARTMENTS			\$9,343.05

CREATIONS UNLIMITED

CREATIONS UNLIMITED	Rec Center - Classes	ARTIST SUPPLY STORES, CRAFT SHOPS	\$235.02
<i>CREATIONS UNLIMITED - Total For Rec Center - Classes</i>			<i>\$235.02</i>
CREATIONS UNLIMITED - ALL DEPARTMENTS			\$235.02

CRESCENT ELECTRIC SU

CRESCENT ELECTRIC SU	Parks - Parks Maint.	Light bulbs for Ice Arena Parking Lot	\$51.80
<i>CRESCENT ELECTRIC SU - Total For Parks - Parks Maint.</i>			<i>\$51.80</i>
CRESCENT ELECTRIC SU - ALL DEPARTMENTS			\$51.80

CRUM ELECTRIC SUPPLY

CRUM ELECTRIC SUPPLY	Buildings & Structures Fund	parts for AC repair at WDG	\$17.49
CRUM ELECTRIC SUPPLY	Buildings & Structures Fund	Parts for Golf Course HVAC project	\$21.74
<i>CRUM ELECTRIC SUPPLY - Total For Buildings & Structures Fund</i>			<i>\$39.23</i>
CRUM ELECTRIC SUPPLY	WWTP - Operations	15A breaker	\$373.08
CRUM ELECTRIC SUPPLY	WWTP - Operations	Contacto, overload relay, aux contacts	\$154.30
<i>CRUM ELECTRIC SUPPLY - Total For WWTP - Operations</i>			<i>\$527.38</i>
CRUM ELECTRIC SUPPLY - ALL DEPARTMENTS			\$566.61

CUNNINGHAM ELECTRIC

CUNNINGHAM ELECTRIC	Traffic Control	Materials and repair for 15th & McKinley optico	\$1,207.75
<i>CUNNINGHAM ELECTRIC - Total For Traffic Control</i>			<i>\$1,207.75</i>

CUNNINGHAM ELECTRIC - ALL DEPARTMENTS **\$1,207.75**

DANA KEPNER CO.

DANA KEPNER CO.	Parks - Athletic Maint.	MOTOR CROSS VALVE REPAIRS (REPLACEMENT)	\$946.62
<i>DANA KEPNER CO. - Total For Parks - Athletic Maint.</i>			<i>\$946.62</i>

DANA KEPNER CO.	Water - Distribution	Sewer Pipe	\$222.60
<i>DANA KEPNER CO. - Total For Water - Distribution</i>			<i>\$222.60</i>

DANA KEPNER CO. - ALL DEPARTMENTS **\$1,169.22**

DAVIDSON FIXED INCOM

DAVIDSON FIXED INCOM	Finance	July 2019 Fixed Management Fees	\$4,111.98
<i>DAVIDSON FIXED INCOM - Total For Finance</i>			<i>\$4,111.98</i>

DAVIDSON FIXED INCOM - ALL DEPARTMENTS **\$4,111.98**

DBC IRRIGATION SUPPL

DBC IRRIGATION SUPPL	Parks - Athletic Maint.	REIMBURSED FROM INVOICE S3456649.001 7/2	(\$211.45)
DBC IRRIGATION SUPPL	Parks - Athletic Maint.	BALL FIELDS	\$6.02
DBC IRRIGATION SUPPL	Parks - Athletic Maint.	CHARGE WAS INCORRECT WAS REIMBURSED \$2	\$255.00
DBC IRRIGATION SUPPL	Parks - Athletic Maint.	INDUSTRIAL SUPPLIES NOT ESLEWHERE CLASSI	\$744.64
DBC IRRIGATION SUPPL	Parks - Athletic Maint.	Athletics Irrigation	\$394.84
DBC IRRIGATION SUPPL	Parks - Athletic Maint.	SAGE PARK LEAK REPAIR	\$26.88
DBC IRRIGATION SUPPL	Parks - Athletic Maint.	CROSSROADS BALL FIELD LEAK REPAIR	\$55.61
DBC IRRIGATION SUPPL	Parks - Athletic Maint.	SPRINKLER HEAD REPLACEMENTS BALL FIELDS	\$367.27
DBC IRRIGATION SUPPL	Parks - Athletic Maint.	SKEET RANGE LEAK REPAIR	\$22.51
DBC IRRIGATION SUPPL	Parks - Athletic Maint.	INDUSTRIAL SUPPLIES NOT ESLEWHERE CLASSI	\$907.57
DBC IRRIGATION SUPPL	Parks - Athletic Maint.	SOCCER FIELDS LEAK AND VALVE REPAIRS	\$43.20
DBC IRRIGATION SUPPL	Parks - Athletic Maint.	518 N. CENTER BACK FLOW PREVENTER REPAIR	\$185.53
DBC IRRIGATION SUPPL	Parks - Athletic Maint.	FIELD OF DREAMS SPRINKLER HEAD REPLACEME	\$246.09

<i>DBC IRRIGATION SUPPL - Total For Parks - Athletic Maint.</i>			<i>\$3,043.71</i>
DBC IRRIGATION SUPPL	Rec Cener - Sports Prog	Athletic Field Paint	\$264.79
<i>DBC IRRIGATION SUPPL - Total For Rec Cener - Sports Prog</i>			<i>\$264.79</i>
DBC IRRIGATION SUPPL - ALL DEPARTMENTS			\$3,308.50

DECKER AUTO GLASS, I

DECKER AUTO GLASS, I	Metro Animal Fund - Admin	AUTOMOTIVE PARTS, ACCESSORIES STORES	\$314.14
<i>DECKER AUTO GLASS, I - Total For Metro Animal Fund - Admin</i>			<i>\$314.14</i>
DECKER AUTO GLASS, I - ALL DEPARTMENTS			\$314.14

DELTA DENTAL PLAN OF

DELTA DENTAL PLAN OF	Health Insurance Fund	August 2019 Dental Plan	\$1,585.50
DELTA DENTAL PLAN OF	Health Insurance Fund	July 2019 Dental Insurance	\$33,184.40
DELTA DENTAL PLAN OF	Health Insurance Fund	July 2019 Fees	\$1,592.50
<i>DELTA DENTAL PLAN OF - Total For Health Insurance Fund</i>			<i>\$36,362.40</i>
DELTA DENTAL PLAN OF - ALL DEPARTMENTS			\$36,362.40

DENNIS SUPPLY CO.

DENNIS SUPPLY CO.	Buildings & Structures Fund	Leak stop for City hall chiller	\$167.56
<i>DENNIS SUPPLY CO. - Total For Buildings & Structures Fund</i>			<i>\$167.56</i>
DENNIS SUPPLY CO. - ALL DEPARTMENTS			\$167.56

DIAMOND VOGEL PAINTS

DIAMOND VOGEL PAINTS	Buildings & Structures Fund	Paint for PD remodel at City Center	\$52.18
<i>DIAMOND VOGEL PAINTS - Total For Buildings & Structures Fund</i>			<i>\$52.18</i>
DIAMOND VOGEL PAINTS - ALL DEPARTMENTS			\$52.18

DICK'S SPORTING GOOD

DICK'S SPORTING GOOD	Operations	Uniform Purchase	\$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	Parks - Parks Maint.	Cleaning Supplies	\$41.00
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<i>DOLLAR TREE - Total For Parks - Parks Maint.</i>			<i>\$41.00</i>
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DOLLAR TREE - ALL DEPARTMENTS**\$41.00****EDGE ENGINEERING GRO**

EDGE ENGINEERING GRO	Balefill - Dispatch	May 2019 Meeting/Training	\$325.00
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<i>EDGE ENGINEERING GRO - Total For Balefill - Dispatch</i>			<i>\$325.00</i>
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EDGE ENGINEERING GRO - ALL DEPARTMENTS**\$325.00****EMAITN ENTERPRISES,**

EMAITN ENTERPRISES,	WWTP - Operations	Maintenance software	\$5,460.00
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<i>EMAITN ENTERPRISES, - Total For WWTP - Operations</i>			<i>\$5,460.00</i>
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EMAITN ENTERPRISES, - ALL DEPARTMENTS**\$5,460.00****EMPLOYEE REIMBURSEME**

EMPLOYEE REIMBURSEME	Police Administration	Reimburse Clothing	\$498.04
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EMPLOYEE REIMBURSEME	Police Administration	Tuition Reimbursement	\$1,036.80
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<i>EMPLOYEE REIMBURSEME - Total For Police Administration</i>			<i>\$1,534.84</i>
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EMPLOYEE REIMBURSEME	Sewer Fund - Collection	Boot Reimbursement	\$150.00
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EMPLOYEE REIMBURSEME	Sewer Fund - Collection	Boot Reimbursement	\$30.01
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EMPLOYEE REIMBURSEME	Sewer Fund - Collection	Boot Reimbursement	\$150.00
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<i>EMPLOYEE REIMBURSEME - Total For Sewer Fund - Collection</i>			<i>\$330.01</i>
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EMPLOYEE REIMBURSEME	Water - Distribution	Boot Reimbursement	\$89.12
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EMPLOYEE REIMBURSEME	Water - Distribution	Boot Reimbursement	\$150.00
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EMPLOYEE REIMBURSEME	Water - Distribution	Boot Reimbursement	\$121.63
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<i>EMPLOYEE REIMBURSEME - Total For Water - Distribution</i>			<i>\$360.75</i>
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EMPLOYEE REIMBURSEME - ALL DEPARTMENTS**\$2,225.60**

ENERGY LABORATORIES

ENERGY LABORATORIES	Regional Water Operations	Lab Test Quarterly DBP	\$2,722.00
ENERGY LABORATORIES	Regional Water Operations	Lab Test	\$17.00
ENERGY LABORATORIES	Regional Water Operations	Lab Test TAS	\$79.00
<i>ENERGY LABORATORIES - Total For Regional Water Operations</i>			<i>\$2,818.00</i>
ENERGY LABORATORIES	Water - Distribution	Lab testing	\$27.00
<i>ENERGY LABORATORIES - Total For Water - Distribution</i>			<i>\$27.00</i>
ENERGY LABORATORIES	Water - Tanks	Lab testing	\$54.00
ENERGY LABORATORIES	Water - Tanks	Lab testing	\$316.50
ENERGY LABORATORIES	Water - Tanks	Lab Testing	\$27.00
ENERGY LABORATORIES	Water - Tanks	Lab testing	\$27.00
ENERGY LABORATORIES	Water - Tanks	Lab testing	\$81.00
ENERGY LABORATORIES	Water - Tanks	Lab testing	\$22.00
ENERGY LABORATORIES	Water - Tanks	Lab testing	\$54.00
ENERGY LABORATORIES	Water - Tanks	Lab testing	\$27.00
ENERGY LABORATORIES	Water - Tanks	Lab testing	\$27.00
ENERGY LABORATORIES	Water - Tanks	Lab testing	\$352.00
ENERGY LABORATORIES	Water - Tanks	Lab testing	\$188.00
<i>ENERGY LABORATORIES - Total For Water - Tanks</i>			<i>\$1,175.50</i>
ENERGY LABORATORIES - ALL DEPARTMENTS			\$4,020.50

ENVIRONMENTAL EXPRES

ENVIRONMENTAL EXPRES	WWTP - Operations	E. Coli test plates	\$142.77
<i>ENVIRONMENTAL EXPRES - Total For WWTP - Operations</i>			<i>\$142.77</i>
ENVIRONMENTAL EXPRES - ALL DEPARTMENTS			\$142.77

EXXONMOBIL

EXXONMOBIL	Operations	Exxon Mobil/Good 2 Go - Fuel	\$40.44
<i>EXXONMOBIL - Total For Operations</i>			<i>\$40.44</i>
EXXONMOBIL - ALL DEPARTMENTS			\$40.44

FASTENAL COMPANY

FASTENAL COMPANY	Balefill - Dispatch	AIR COND PROJECT LAND FILL	\$50.59
<i>FASTENAL COMPANY - Total For Balefill - Dispatch</i>			<i>\$50.59</i>
FASTENAL COMPANY - ALL DEPARTMENTS			\$50.59

FEDEX 788490832015

FEDEX 788490832015	Fire Administration	FedEx - Ground Services	\$15.01
<i>FEDEX 788490832015 - Total For Fire Administration</i>			<i>\$15.01</i>
FEDEX 788490832015 - ALL DEPARTMENTS			\$15.01

FEDEX 940388058647

FEDEX 940388058647	Fire Administration	FedEx - Ground Service	\$5.24
<i>FEDEX 940388058647 - Total For Fire Administration</i>			<i>\$5.24</i>
FEDEX 940388058647 - ALL DEPARTMENTS			\$5.24

FEDEX 97445174

FEDEX 97445174	Police Administration	COURIER SERVICES-AIR OR GROUND,FREIGHT F	\$69.32
<i>FEDEX 97445174 - Total For Police Administration</i>			<i>\$69.32</i>
FEDEX 97445174 - ALL DEPARTMENTS			\$69.32

FEDEX OFFIC942000094

FEDEX OFFIC942000094	Planning - Admin	QUICK-COPY AND REPRODUCTION SERVICES (CE	\$144.80
<i>FEDEX OFFIC942000094 - Total For Planning - Admin</i>			<i>\$144.80</i>
FEDEX OFFIC942000094	Rec. Center - Special Prog	QUICK-COPY AND REPRODUCTION SERVICES	\$59.00
<i>FEDEX OFFIC942000094 - Total For Rec. Center - Special Prog</i>			<i>\$59.00</i>
FEDEX OFFIC942000094 - ALL DEPARTMENTS			\$203.80

FERGUSON ENTERPRISES

FERGUSON ENTERPRISES	Regional Water Operations	toilet Repair	\$18.25
FERGUSON ENTERPRISES	Regional Water Operations	Toilet Repair	\$34.41

FERGUSON ENTERPRISES - Total For Regional Water Operations \$52.66

FERGUSON ENTERPRISES - ALL DEPARTMENTS \$52.66

FIRST DATA MERCHANT

FIRST DATA MERCHANT Balefill - Dispatch June 2019 Credit Card Fees \$3,824.70

FIRST DATA MERCHANT - Total For Balefill - Dispatch \$3,824.70

FIRST DATA MERCHANT Code Enforcement June 2019 Credit Card Fees \$197.99

FIRST DATA MERCHANT - Total For Code Enforcement \$197.99

FIRST DATA MERCHANT Engineering June 2019 Credit Card Fees \$8.22

FIRST DATA MERCHANT - Total For Engineering \$8.22

FIRST DATA MERCHANT Ft. Caspar June 2019 Credit Card Fees \$155.88

FIRST DATA MERCHANT - Total For Ft. Caspar \$155.88

FIRST DATA MERCHANT Golf - Operations June 2019 Credit Card Fees \$1,708.25

FIRST DATA MERCHANT - Total For Golf - Operations \$1,708.25

FIRST DATA MERCHANT Hogadon - Admin May 2019 Credit Card Fees \$17.53

FIRST DATA MERCHANT - Total For Hogadon - Admin \$17.53

FIRST DATA MERCHANT Metro Animal Fund - Admin June 2019 Credit Cards Fees \$46.38

FIRST DATA MERCHANT - Total For Metro Animal Fund - Admin \$46.38

FIRST DATA MERCHANT - ALL DEPARTMENTS \$5,958.95

FIRST INTERSTATE BAN

FIRST INTERSTATE BAN Human Resources Gift Cards \$209.00

FIRST INTERSTATE BAN Human Resources Gift Cards \$222.00

FIRST INTERSTATE BAN Human Resources Wellness Program Gift Cards \$103.00

FIRST INTERSTATE BAN - Total For Human Resources \$534.00

FIRST INTERSTATE BAN - ALL DEPARTMENTS \$534.00

FIRST VETERINARY SUP

FIRST VETERINARY SUP Metro Animal Fund - Admin DRUGS,DRUG PROPRIETARIES AND DRUGGIST'S \$306.96

FIRST VETERINARY SUP - Total For Metro Animal Fund - Admin \$306.96

FIRST VETERINARY SUP - ALL DEPARTMENTS \$306.96

FISHER SCIENTIFIC

FISHER SCIENTIFIC	WWTP - Operations	Centrifuge tubes	\$144.54
FISHER SCIENTIFIC	WWTP - Operations	Sodium hydroxide solution	\$45.26

FISHER SCIENTIFIC - Total For WWTP - Operations \$189.80

FISHER SCIENTIFIC - ALL DEPARTMENTS **\$189.80**

GALLS

GALLS	Operations	Part of uniform order placed on 7/16/19	\$158.57
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GALLS - Total For Operations \$158.57

GALLS - ALL DEPARTMENTS **\$158.57**

GALLS, INC.

GALLS, INC.	Police Administration	Reebok Mens	\$108.00
GALLS, INC.	Police Administration	Posse Box Clipboard	\$122.40
GALLS, INC.	Police Administration	Point Blank Alpha, Mc Guardian	\$1,480.75
GALLS, INC.	Police Administration	Citation Holder	\$378.00
GALLS, INC.	Police Administration	Posse Box Clipboard	\$459.00
GALLS, INC.	Police Administration	Gall s/s Tac Force Polo	\$58.60
GALLS, INC.	Police Administration	EVO 6' W/ Side Zipper	\$103.50
GALLS, INC.	Police Administration	Radio Pouch	\$95.00

GALLS, INC. - Total For Police Administration \$2,805.25

GALLS, INC. - ALL DEPARTMENTS **\$2,805.25**

GARY MARSH, INC.

GARY MARSH, INC.	Golf - Rental	July 2019 Green and Cart Fee Percentages	\$25,530.08
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GARY MARSH, INC. - Total For Golf - Rental \$25,530.08

GARY MARSH, INC. - ALL DEPARTMENTS **\$25,530.08**

GEORGE T SANDERS

GEORGE T SANDERS	Meter Services	4 - 1 1/2" ball valves, 2- 1 1/2 x 3 brass nipple,	\$348.26
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GEORGE T SANDERS - Total For Meter Services \$348.26

GEORGE T SANDERS - ALL DEPARTMENTS**\$348.26****GFOA**

GFOA	Finance	3 GFOA Conference Trainings-Condellario	\$1,450.00
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<i>GFOA - Total For Finance</i>			\$1,450.00
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GFOA - ALL DEPARTMENTS**\$1,450.00****GLOBAL SPECTRUM L.P.**

GLOBAL SPECTRUM L.P.	Casper Events Center Fund	August NOL	\$82,909.91
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<i>GLOBAL SPECTRUM L.P. - Total For Casper Events Center Fund</i>			\$82,909.91
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GLOBAL SPECTRUM L.P. - ALL DEPARTMENTS**\$82,909.91****GRAINGER, INC.**

GRAINGER, INC.	Buildings & Structures Fund	cleaner for service center generator	\$45.83
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<i>GRAINGER, INC. - Total For Buildings & Structures Fund</i>			\$45.83
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GRAINGER, INC.	Parks - Athletic Maint.	HIGHLAND PARK IRRIGATION BUILDING	\$314.21
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<i>GRAINGER, INC. - Total For Parks - Athletic Maint.</i>			\$314.21
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GRAINGER, INC.	Sewer Fund - Collection	sunflower lift station panel repair parts	\$44.78
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<i>GRAINGER, INC. - Total For Sewer Fund - Collection</i>			\$44.78
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GRAINGER, INC.	Weed & Pest Fund	Plumbing Parts for new Sprayer	\$20.13
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GRAINGER, INC.	Weed & Pest Fund	Return of previously purchased parts	(\$20.13)
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<i>GRAINGER, INC. - Total For Weed & Pest Fund</i>			\$0.00
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GRAINGER, INC.	WWTP - Operations	Vacuum switch	\$131.28
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GRAINGER, INC.	WWTP - Operations	Fuses	\$27.92
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<i>GRAINGER, INC. - Total For WWTP - Operations</i>			\$159.20
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GRAINGER, INC. - ALL DEPARTMENTS**\$564.02****GRAND HYATT SAN DIEG**

GRAND HYATT SAN DIEG	Federal	EATING PLACES, RESTAURANTS	\$20.73
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<i>GRAND HYATT SAN DIEG - Total For Federal</i>			\$20.73
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GRAND HYATT SAN DIEG - ALL DEPARTMENTS**\$20.73**

GRIZZLY EXCAVATING &

GRIZZLY EXCAVATING &	Sewer Fund - Collection	2019 Wilson Street Sewer Replacement 18-099	\$50,361.50
<i>GRIZZLY EXCAVATING & - Total For Sewer Fund - Collection</i>			<i>\$50,361.50</i>

GRIZZLY EXCAVATING & - ALL DEPARTMENTS **\$50,361.50**

HACH CO., CORP.

HACH CO., CORP.	WWTP - Operations	ammonia and iron tests	\$659.01
<i>HACH CO., CORP. - Total For WWTP - Operations</i>			<i>\$659.01</i>

HACH CO., CORP. - ALL DEPARTMENTS **\$659.01**

HARBOR FREIGHT TOOLS

HARBOR FREIGHT TOOLS	Refuse - Residential	HARDWARE STORES HEAT GUN	\$17.97
<i>HARBOR FREIGHT TOOLS - Total For Refuse - Residential</i>			<i>\$17.97</i>

HARBOR FREIGHT TOOLS - ALL DEPARTMENTS **\$17.97**

HAWKINS, INC.

HAWKINS, INC.	Regional Water Operations	CHEMICALS Polymer	\$4,308.00
<i>HAWKINS, INC. - Total For Regional Water Operations</i>			<i>\$4,308.00</i>

HAWKINS, INC. - ALL DEPARTMENTS **\$4,308.00**

HENSLEY BATTERY&ELEC

HENSLEY BATTERY&ELEC	Sewer Fund - Collection	Battery	\$52.20
<i>HENSLEY BATTERY&ELEC - Total For Sewer Fund - Collection</i>			<i>\$52.20</i>

HENSLEY BATTERY&ELEC - ALL DEPARTMENTS **\$52.20**

HERCULES INDUSTRIES

HERCULES INDUSTRIES	Buildings & Structures Fund	Parts for meter room AC repair	\$165.50
<i>HERCULES INDUSTRIES - Total For Buildings & Structures Fund</i>			<i>\$165.50</i>

HERCULES INDUSTRIES - ALL DEPARTMENTS **\$165.50**

HEWLETT PACKARD COMP

HEWLETT PACKARD COMP	Metro Animal Fund - Admin	COMPUTERS,COMPUTER PERIPHERAL EQUIPME	\$689.82
<i>HEWLETT PACKARD COMP - Total For Metro Animal Fund - Admin</i>			<i>\$689.82</i>

HEWLETT PACKARD COMP - ALL DEPARTMENTS **\$689.82**

HILLHOUSE W. LTD

HILLHOUSE W. LTD	Ft. Caspar	Books	\$206.74
<i>HILLHOUSE W. LTD - Total For Ft. Caspar</i>			<i>\$206.74</i>

HILLHOUSE W. LTD - ALL DEPARTMENTS **\$206.74**

Hinge

Hinge	Metropolitan Planning Org	Bike/Pedestrian Safety Campaign	\$1,125.30
<i>Hinge - Total For Metropolitan Planning Org</i>			<i>\$1,125.30</i>

Hinge - ALL DEPARTMENTS **\$1,125.30**

HOBBY-LOBBY #0233

HOBBY-LOBBY #0233	Ft. Caspar	HOBBY,TOY, AND GAME SHOPS	\$14.86
<i>HOBBY-LOBBY #0233 - Total For Ft. Caspar</i>			<i>\$14.86</i>

HOBBY-LOBBY #0233	Ice Arena - Operations	SHARPIE MARKERS	\$19.26
<i>HOBBY-LOBBY #0233 - Total For Ice Arena - Operations</i>			<i>\$19.26</i>

HOBBY-LOBBY #0233 - ALL DEPARTMENTS **\$34.12**

HOFFMAN MONUMENTS

HOFFMAN MONUMENTS	Property Insurance Fund	Claim #2335CA- Monument Repair	\$195.70
<i>HOFFMAN MONUMENTS - Total For Property Insurance Fund</i>			<i>\$195.70</i>

HOFFMAN MONUMENTS - ALL DEPARTMENTS **\$195.70**

HOMAX OIL SALES INC

HOMAX OIL SALES INC	WWTP - Operations	Oil	\$3,171.45
<i>HOMAX OIL SALES INC - Total For WWTP - Operations</i>			<i>\$3,171.45</i>

HOMAX OIL SALES INC - ALL DEPARTMENTS**\$3,171.45****HOMAX OIL SALES, INC**

HOMAX OIL SALES, INC	Balefill - Dispatch	Grease and Diesel Exhaust Fluid	\$1,748.92
<i>HOMAX OIL SALES, INC - Total For Balefill - Dispatch</i>			<i>\$1,748.92</i>
HOMAX OIL SALES, INC	Fleet Maintenance Fund	Stock 01/F1	\$20,000.82
HOMAX OIL SALES, INC	Fleet Maintenance Fund	Stock 02/F2	\$20,099.66
<i>HOMAX OIL SALES, INC - Total For Fleet Maintenance Fund</i>			<i>\$40,100.48</i>
HOMAX OIL SALES, INC	Golf - Operations	Bulk Fuel	\$3,388.08
<i>HOMAX OIL SALES, INC - Total For Golf - Operations</i>			<i>\$3,388.08</i>
HOMAX OIL SALES, INC	Water - Distribution	Fuel	\$3,960.93
<i>HOMAX OIL SALES, INC - Total For Water - Distribution</i>			<i>\$3,960.93</i>

HOMAX OIL SALES, INC - ALL DEPARTMENTS**\$49,198.41****HOMEDEPOT.COM**

HOMEDEPOT.COM	Parks - Parks Maint.	HOME SUPPLY WAREHOUSE STORES	\$956.28
<i>HOMEDEPOT.COM - Total For Parks - Parks Maint.</i>			<i>\$956.28</i>

HOMEDEPOT.COM - ALL DEPARTMENTS**\$956.28****HONNEN EQUIPMENT CO.**

HONNEN EQUIPMENT CO.	Water - Distribution	Crane/boom inspection	\$994.48
<i>HONNEN EQUIPMENT CO. - Total For Water - Distribution</i>			<i>\$994.48</i>
HONNEN EQUIPMENT CO.	WWTP - Operations	Skid steer parts	\$52.91
<i>HONNEN EQUIPMENT CO. - Total For WWTP - Operations</i>			<i>\$52.91</i>

HONNEN EQUIPMENT CO. - ALL DEPARTMENTS**\$1,047.39****HOOD'S EQUIPMENT & S**

HOOD'S EQUIPMENT & S	Balefill - Diver	MISCELLANEOUS AUTOMOTIVE DEALERS VER	\$1,689.09
<i>HOOD'S EQUIPMENT & S - Total For Balefill - Diver</i>			<i>\$1,689.09</i>
HOOD'S EQUIPMENT & S	WWTP - Operations	Weedeater oil	\$19.08
<i>HOOD'S EQUIPMENT & S - Total For WWTP - Operations</i>			<i>\$19.08</i>

HOOD'S EQUIPMENT & S - ALL DEPARTMENTS**\$1,708.17****HOSE & RUBBER SUPPLY**

HOSE & RUBBER SUPPLY	Weed & Pest Fund	Plumbing for new Sprayer	\$43.69
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<i>HOSE & RUBBER SUPPLY - Total For Weed & Pest Fund</i>			<i>\$43.69</i>
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HOSE & RUBBER SUPPLY - ALL DEPARTMENTS**\$43.69****HOWARD SUPPLY COMPAN**

HOWARD SUPPLY COMPAN	Water - Distribution	chain sling assy.	\$480.70
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<i>HOWARD SUPPLY COMPAN - Total For Water - Distribution</i>			<i>\$480.70</i>
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HOWARD SUPPLY COMPAN - ALL DEPARTMENTS**\$480.70****IMS INFRASTRUCTURE M**

IMS INFRASTRUCTURE M	Capital Projects Fund	Citywide Pavement Condition Index 18-094	\$1,035.00
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<i>IMS INFRASTRUCTURE M - Total For Capital Projects Fund</i>			<i>\$1,035.00</i>
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IMS INFRASTRUCTURE M - ALL DEPARTMENTS**\$1,035.00****INBERG-MILLER ENGINE**

INBERG-MILLER ENGINE	Capital Projects Fund	18-010 Verda James Pedestrian Overpass Labor	\$1,089.00
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INBERG-MILLER ENGINE	Capital Projects Fund	Materials Testing 29th Street Improvements	\$5,658.50
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<i>INBERG-MILLER ENGINE - Total For Capital Projects Fund</i>			<i>\$6,747.50</i>
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INBERG-MILLER ENGINE	Sewer Fund - Collection	Materials Testing Jackson & 8th Sewer Repairs	\$956.50
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<i>INBERG-MILLER ENGINE - Total For Sewer Fund - Collection</i>			<i>\$956.50</i>
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INBERG-MILLER ENGINE	Sewer Fund - Stormwater	Lower Eastdale Creek Impro 15-083	\$3,342.50
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<i>INBERG-MILLER ENGINE - Total For Sewer Fund - Stormwater</i>			<i>\$3,342.50</i>
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INBERG-MILLER ENGINE	Water - Distribution	Compaction testing	\$1,674.00
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<i>INBERG-MILLER ENGINE - Total For Water - Distribution</i>			<i>\$1,674.00</i>
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INBERG-MILLER ENGINE - ALL DEPARTMENTS**\$12,720.50****INDUSTRIAL DISTRIBUT**

INDUSTRIAL DISTRIBUT	Weed & Pest Fund	Latex gloves for spraying	\$84.95
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<i>INDUSTRIAL DISTRIBUT - Total For Weed & Pest Fund</i>			<i>\$84.95</i>
INDUSTRIAL DISTRIBUT - ALL DEPARTMENTS			\$84.95

INDUSTRIAL SCREEN &

INDUSTRIAL SCREEN &	Balefill - Proc	INDUSTRIAL SUPPLIES NOT ESLEWHERE CLASSI	\$2,000.00
<i>INDUSTRIAL SCREEN & - Total For Balefill - Proc</i>			<i>\$2,000.00</i>
INDUSTRIAL SCREEN & - ALL DEPARTMENTS			\$2,000.00

INGRAM BOOK COMPANY

INGRAM BOOK COMPANY	Ft. Caspar	BOOKS,PERIODICALS AND NEWSPAPERS	\$406.95
INGRAM BOOK COMPANY	Ft. Caspar	BOOKS,PERIODICALS AND NEWSPAPERS	\$303.56
INGRAM BOOK COMPANY	Ft. Caspar	BOOKS,PERIODICALS AND NEWSPAPERS	\$137.79
<i>INGRAM BOOK COMPANY - Total For Ft. Caspar</i>			<i>\$848.30</i>
INGRAM BOOK COMPANY - ALL DEPARTMENTS			\$848.30

INTERMOUNTAIN MOTOR

INTERMOUNTAIN MOTOR	RWS - Booster Stations	Wardwell Booster pump#3	\$527.46
<i>INTERMOUNTAIN MOTOR - Total For RWS - Booster Stations</i>			<i>\$527.46</i>
INTERMOUNTAIN MOTOR - ALL DEPARTMENTS			\$527.46

INTUIT, INC.

INTUIT, INC.	WWTP - Operations	Hauled waste manifests	\$576.00
<i>INTUIT, INC. - Total For WWTP - Operations</i>			<i>\$576.00</i>
INTUIT, INC. - ALL DEPARTMENTS			\$576.00

KELLY SVCS., INC.

KELLY SVCS., INC.	Balefill - Dispatch	Maintenance	\$353.76
<i>KELLY SVCS., INC. - Total For Balefill - Dispatch</i>			<i>\$353.76</i>
KELLY SVCS., INC. - ALL DEPARTMENTS			\$353.76

KEYSTONE RESV

KEYSTONE RESV	State	LODGING, HOTELS, MOTELS, RESORTS	\$50.00
KEYSTONE RESV	State	LODGING, HOTELS, MOTELS, RESORTS	\$50.00
<i>KEYSTONE RESV - Total For State</i>			<i>\$100.00</i>

KEYSTONE RESV - ALL DEPARTMENTS **\$100.00**

KIMS FINE FURNITURE

KIMS FINE FURNITURE	Operations	Kim's Fine Furniture/Flanigan's - Queen Bed	\$2,364.00
<i>KIMS FINE FURNITURE - Total For Operations</i>			<i>\$2,364.00</i>

KIMS FINE FURNITURE - ALL DEPARTMENTS **\$2,364.00**

KNIFE RIVER/JTL

KNIFE RIVER/JTL	Balefill - Dispatch	cover Materials	\$2,071.29
KNIFE RIVER/JTL	Balefill - Dispatch	Cover Materials	\$1,861.11
KNIFE RIVER/JTL	Balefill - Dispatch	Cover Materials	\$2,279.95
KNIFE RIVER/JTL	Balefill - Dispatch	Cover Materials	\$1,611.80
KNIFE RIVER/JTL	Balefill - Dispatch	Cover Materials	\$1,679.66
<i>KNIFE RIVER/JTL - Total For Balefill - Dispatch</i>			<i>\$9,503.81</i>

KNIFE RIVER/JTL	Streets	1/2" Plant Mix	\$808.83
KNIFE RIVER/JTL	Streets	1/2" Plant Mix	\$1,163.94
<i>KNIFE RIVER/JTL - Total For Streets</i>			<i>\$1,972.77</i>

KNIFE RIVER/JTL - ALL DEPARTMENTS **\$11,476.58**

LEXISNEXIS RISK SOLU

LEXISNEXIS RISK SOLU	Police Administration	License/Support Fee	\$10,670.93
<i>LEXISNEXIS RISK SOLU - Total For Police Administration</i>			<i>\$10,670.93</i>

LEXISNEXIS RISK SOLU - ALL DEPARTMENTS **\$10,670.93**

LIMMER ROOFING

LIMMER ROOFING	Capital Projects Fund	2019 Roof Replacements 18-092	\$3,862.56
<i>LIMMER ROOFING - Total For Capital Projects Fund</i>			<i>\$3,862.56</i>

LIMMER ROOFING	WWTP - Operations	2019 Roof Replacements 18-092	\$85,916.97
<i>LIMMER ROOFING - Total For WWTP - Operations</i>			<i>\$85,916.97</i>
LIMMER ROOFING - ALL DEPARTMENTS			\$89,779.53

LINCOLN NATL. LIFE I

LINCOLN NATL. LIFE I	Health Insurance Fund	Life Benefits Payable	\$273.63
<i>LINCOLN NATL. LIFE I - Total For Health Insurance Fund</i>			<i>\$273.63</i>
LINCOLN NATL. LIFE I - ALL DEPARTMENTS			\$273.63

LIPCO

LIPCO	Ft. Caspar	GIFT, CARD, NOVELTY, AND SOUVENIR SHOPS	\$477.75
<i>LIPCO - Total For Ft. Caspar</i>			<i>\$477.75</i>
LIPCO - ALL DEPARTMENTS			\$477.75

LISA'S SPIC N SPAN

LISA'S SPIC N SPAN	Balefill - Dispatch	Cleaning July 27- Aug 3, 2019	\$1,700.00
LISA'S SPIC N SPAN	Balefill - Dispatch	July 15-21 Cleaning, Paint, Weeds	\$375.00
<i>LISA'S SPIC N SPAN - Total For Balefill - Dispatch</i>			<i>\$2,075.00</i>
LISA'S SPIC N SPAN - ALL DEPARTMENTS			\$2,075.00

LONG BUILDING TECHNO

LONG BUILDING TECHNO	Regional Water Operations	Jul-Sept 19 Maintenance Agreement HVAC	\$4,237.25
<i>LONG BUILDING TECHNO - Total For Regional Water Operations</i>			<i>\$4,237.25</i>
LONG BUILDING TECHNO - ALL DEPARTMENTS			\$4,237.25

LOUS GLOVES INC

LOUS GLOVES INC	WWTP - Operations	Gloves	\$664.00
<i>LOUS GLOVES INC - Total For WWTP - Operations</i>			<i>\$664.00</i>
LOUS GLOVES INC - ALL DEPARTMENTS			\$664.00

LOWER & CO.

LOWER & CO.	Capital Projects Fund	Verda James Pedestrian Overpass	\$1,000.00
<i>LOWER & CO. - Total For Capital Projects Fund</i>			<i>\$1,000.00</i>
LOWER & CO. - ALL DEPARTMENTS			\$1,000.00

Machinery

Machinery	Water - Tanks	Trench Box	\$12,471.24
<i>Machinery - Total For Water - Tanks</i>			<i>\$12,471.24</i>
Machinery - ALL DEPARTMENTS			\$12,471.24

MATTHEW J BUTCHER

MATTHEW J BUTCHER	General Fund	Site Review, Consultation, Final Report	\$1,350.00
<i>MATTHEW J BUTCHER - Total For General Fund</i>			<i>\$1,350.00</i>
MATTHEW J BUTCHER - ALL DEPARTMENTS			\$1,350.00

MAVERIK #547

MAVERIK #547	Hogadon - Operations	Maverick High Test Fuel Chainsaws	\$15.41
<i>MAVERIK #547 - Total For Hogadon - Operations</i>			<i>\$15.41</i>
MAVERIK #547 - ALL DEPARTMENTS			\$15.41

MCCOY SALES CORPORAT

MCCOY SALES CORPORAT	Balefill - Proc	BALER PRESSURE TEST RIG BALER OPS	\$62.01
<i>MCCOY SALES CORPORAT - Total For Balefill - Proc</i>			<i>\$62.01</i>
MCCOY SALES CORPORAT - ALL DEPARTMENTS			\$62.01

MCMURRY READY MIX CO

MCMURRY READY MIX CO	Water - Distribution	K st & Glenarm	\$233.00
<i>MCMURRY READY MIX CO - Total For Water - Distribution</i>			<i>\$233.00</i>
MCMURRY READY MIX CO - ALL DEPARTMENTS			\$233.00

MED VET INTERNATIONALA

MED VET INTERNATIONALA	Metro Animal Fund - Admin	LAB/MEDICAL/DENTAL/OPHTHALMIC HOSPITAL	\$448.88
<i>MED VET INTERNATIONALA - Total For Metro Animal Fund - Admin</i>			<i>\$448.88</i>
MED VET INTERNATIONALA - ALL DEPARTMENTS			\$448.88

MENARDS CASPER WY

MENARDS CASPER WY	Meter Services	Brass nipple, brass ball valve, brass street elbow	\$64.97
<i>MENARDS CASPER WY - Total For Meter Services</i>			<i>\$64.97</i>
MENARDS CASPER WY	Metro Animal Fund - Admin	HOME SUPPLY WAREHOUSE STORES	\$202.88
<i>MENARDS CASPER WY - Total For Metro Animal Fund - Admin</i>			<i>\$202.88</i>
MENARDS CASPER WY	Regional Water Operations	Turbidimeter parts	\$54.41
<i>MENARDS CASPER WY - Total For Regional Water Operations</i>			<i>\$54.41</i>
MENARDS CASPER WY - ALL DEPARTMENTS			\$322.26

MIDLAND IMPLEMENT, I

MIDLAND IMPLEMENT, I	Capital Projects Fund	AERATOR FOR GOLF COURSE	\$22,938.00
<i>MIDLAND IMPLEMENT, I - Total For Capital Projects Fund</i>			<i>\$22,938.00</i>
MIDLAND IMPLEMENT, I - ALL DEPARTMENTS			\$22,938.00

MILTONA TURF PRODUCT

MILTONA TURF PRODUCT	Golf - Operations	SPORTING GOODS STORES	\$447.28
<i>MILTONA TURF PRODUCT - Total For Golf - Operations</i>			<i>\$447.28</i>
MILTONA TURF PRODUCT - ALL DEPARTMENTS			\$447.28

Monson

Monson	Buildings & Structures Fund	June 2019 Cleaning Services	\$4,758.90
Monson	Buildings & Structures Fund	July 2019 Custodial Maintenance	\$4,758.90
<i>Monson - Total For Buildings & Structures Fund</i>			<i>\$9,517.80</i>
Monson - ALL DEPARTMENTS			\$9,517.80

MONTANA SEALS AND PA

MONTANA SEALS AND PA	WWTP - Operations	Sludge Packing Sets	\$843.57
<i>MONTANA SEALS AND PA - Total For WWTP - Operations</i>			<i>\$843.57</i>
MONTANA SEALS AND PA - ALL DEPARTMENTS			\$843.57

MORPHO TRUST USA LLC

MORPHO TRUST USA LLC	Police Administration	renew maintenance on fingerprint machine	\$3,036.00
<i>MORPHO TRUST USA LLC - Total For Police Administration</i>			<i>\$3,036.00</i>
MORPHO TRUST USA LLC - ALL DEPARTMENTS			\$3,036.00

MOUNTAIN STATES

MOUNTAIN STATES	Fleet Maintenance Fund	Envelopes	\$168.67
<i>MOUNTAIN STATES - Total For Fleet Maintenance Fund</i>			<i>\$168.67</i>
MOUNTAIN STATES - ALL DEPARTMENTS			\$168.67

MOUNTAIN STATES LITH

MOUNTAIN STATES LITH	Finance	B/W Adopted Budget Books	\$229.45
<i>MOUNTAIN STATES LITH - Total For Finance</i>			<i>\$229.45</i>
MOUNTAIN STATES LITH	Ft. Caspar	MISCELLANEOUS PUBLISHING & PRINTING	\$871.30
<i>MOUNTAIN STATES LITH - Total For Ft. Caspar</i>			<i>\$871.30</i>
MOUNTAIN STATES LITH	Police Administration	MISCELLANEOUS PUBLISHING & PRINTING	\$229.05
<i>MOUNTAIN STATES LITH - Total For Police Administration</i>			<i>\$229.05</i>
MOUNTAIN STATES LITH - ALL DEPARTMENTS			\$1,329.80

MOUNTAIN WEST TELEPH

MOUNTAIN WEST TELEPH	Golf - Operations	TELECOMMUNICATION SERVICE 19TH HOLE	\$99.90
<i>MOUNTAIN WEST TELEPH - Total For Golf - Operations</i>			<i>\$99.90</i>
MOUNTAIN WEST TELEPH	Hogadon - Operations	Lodge guest Internet	\$99.90
<i>MOUNTAIN WEST TELEPH - Total For Hogadon - Operations</i>			<i>\$99.90</i>
MOUNTAIN WEST TELEPH	Information Services	Enterprise Internet Service	\$1,003.56
<i>MOUNTAIN WEST TELEPH - Total For Information Services</i>			<i>\$1,003.56</i>

MOUNTAIN WEST TELEPH	Public Saftey Communication E911		\$503.74
<i>MOUNTAIN WEST TELEPH - Total For Public Saftey Communication</i>			<i>\$503.74</i>
MOUNTAIN WEST TELEPH - ALL DEPARTMENTS			\$1,707.10

MUNICIPAL CODE CORP.

MUNICIPAL CODE CORP.	City Attorney	Supplement No 71 Code of Ordinances	\$621.20
<i>MUNICIPAL CODE CORP. - Total For City Attorney</i>			<i>\$621.20</i>
MUNICIPAL CODE CORP.	City Manager	Supplement No 71 Code of Ordinances	\$177.48
<i>MUNICIPAL CODE CORP. - Total For City Manager</i>			<i>\$177.48</i>
MUNICIPAL CODE CORP.	Engineering	Supplement No 71 Code of Ordinances	\$88.74
<i>MUNICIPAL CODE CORP. - Total For Engineering</i>			<i>\$88.74</i>
MUNICIPAL CODE CORP.	Planning - Admin	Supplement No 71 Code of Ordinances	\$88.74
<i>MUNICIPAL CODE CORP. - Total For Planning - Admin</i>			<i>\$88.74</i>
MUNICIPAL CODE CORP.	Police Administration	Supplement No 71 Code of Ordinances	\$88.74
<i>MUNICIPAL CODE CORP. - Total For Police Administration</i>			<i>\$88.74</i>
MUNICIPAL CODE CORP.	Refuse - Residential	Supplement No 71 Code of Ordinances	\$88.74
<i>MUNICIPAL CODE CORP. - Total For Refuse - Residential</i>			<i>\$88.74</i>
MUNICIPAL CODE CORP.	Water - Admin	Supplement No 71 Code of Ordinances	\$88.74
<i>MUNICIPAL CODE CORP. - Total For Water - Admin</i>			<i>\$88.74</i>
MUNICIPAL CODE CORP. - ALL DEPARTMENTS			\$1,242.38

NAPA AUTO PARTS CORP

NAPA AUTO PARTS CORP	Hogadon - Operations	Shop Tools	\$21.48
<i>NAPA AUTO PARTS CORP - Total For Hogadon - Operations</i>			<i>\$21.48</i>
NAPA AUTO PARTS CORP	Refuse - Residential	AUTOMOTIVE PARTS, ACCESSORIES STORES TO	\$43.84
<i>NAPA AUTO PARTS CORP - Total For Refuse - Residential</i>			<i>\$43.84</i>
NAPA AUTO PARTS CORP	WWTP - Operations	Filters	\$82.45
<i>NAPA AUTO PARTS CORP - Total For WWTP - Operations</i>			<i>\$82.45</i>
NAPA AUTO PARTS CORP - ALL DEPARTMENTS			\$147.77

NATRONA COUNTY OFFIC

NATRONA COUNTY OFFIC	Municipal Court	June 2019 HOJ Rent	\$1,517.30
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NATRONA COUNTY OFFIC	Municipal Court	July 2019 HOJ rent	\$1,690.29
NATRONA COUNTY OFFIC	Municipal Court	May 2019 HOJ Rent	\$1,572.21
NATRONA COUNTY OFFIC	Municipal Court	April 2019 HOJ Rent	\$1,658.96
<i>NATRONA COUNTY OFFIC - Total For Municipal Court</i>			<i>\$6,438.76</i>
NATRONA COUNTY OFFIC	Police Administration	April 2019 HOJ Rent	\$10,190.77
NATRONA COUNTY OFFIC	Police Administration	June 2019 Prisoner Housing	101,932.95
NATRONA COUNTY OFFIC	Police Administration	July 19 Building Rent- Police	\$10,383.21
NATRONA COUNTY OFFIC	Police Administration	June 2019 HOJ Rent	\$9,320.56
NATRONA COUNTY OFFIC	Police Administration	May 2019 HOJ Rent	\$9,657.89
<i>NATRONA COUNTY OFFIC - Total For Police Administration</i>			<i>\$141,485.38</i>
NATRONA COUNTY OFFIC	Rec Center - Classes	Summer Camp July 16-18	\$228.00
<i>NATRONA COUNTY OFFIC - Total For Rec Center - Classes</i>			<i>\$228.00</i>
NATRONA COUNTY OFFIC - ALL DEPARTMENTS			\$148,152.14

NATRONA COUNTY PUBLI

NATRONA COUNTY PUBLI	Ft. Caspar	The Sand Bar	\$179.64
<i>NATRONA COUNTY PUBLI - Total For Ft. Caspar</i>			<i>\$179.64</i>
NATRONA COUNTY PUBLI - ALL DEPARTMENTS			\$179.64

NELCO PRODUCTS INC

NELCO PRODUCTS INC	Hogadon - Operations	Ticket Wickets	\$253.25
<i>NELCO PRODUCTS INC - Total For Hogadon - Operations</i>			<i>\$253.25</i>
NELCO PRODUCTS INC - ALL DEPARTMENTS			\$253.25

NELSON/NYGAARD CONSU

NELSON/NYGAARD CONSU	Metropolitan Planning Org	MPO Long Range Transportation Plan	\$15,473.80
NELSON/NYGAARD CONSU	Metropolitan Planning Org	MPO Transportation Plan	\$3,033.10
<i>NELSON/NYGAARD CONSU - Total For Metropolitan Planning Org</i>			<i>\$18,506.90</i>
NELSON/NYGAARD CONSU - ALL DEPARTMENTS			\$18,506.90

NETWORK FLEET.

NETWORK FLEET.	Animal Control	BUSINESS SERVICES NOT ELSEWHERE CLASSIFI	\$132.65
<i>NETWORK FLEET. - Total For Animal Control</i>			<i>\$132.65</i>
NETWORK FLEET.	Code Enforcement	BUSINESS SERVICES NOT ELSEWHERE CLASSIFI	\$170.56
<i>NETWORK FLEET. - Total For Code Enforcement</i>			<i>\$170.56</i>
NETWORK FLEET.	Fleet Maintenance Fund	BUSINESS SERVICES NOT ELSEWHERE CLASSIFI	\$18.95
<i>NETWORK FLEET. - Total For Fleet Maintenance Fund</i>			<i>\$18.95</i>
NETWORK FLEET.	Metro Animal Fund - Admin	BUSINESS SERVICES NOT ELSEWHERE CLASSIFI	\$18.95
<i>NETWORK FLEET. - Total For Metro Animal Fund - Admin</i>			<i>\$18.95</i>
NETWORK FLEET.	Parks - Parks Maint.	BUSINESS SERVICES NOT ELSEWHERE CLASSIFI	\$146.15
<i>NETWORK FLEET. - Total For Parks - Parks Maint.</i>			<i>\$146.15</i>
NETWORK FLEET.	Refuse - Residential	BUSINESS SERVICES NOT ELSEWHERE CLASSIFI	\$604.45
<i>NETWORK FLEET. - Total For Refuse - Residential</i>			<i>\$604.45</i>
NETWORK FLEET.	Sewer Fund - Collection	BUSINESS SERVICES NOT ELSEWHERE CLASSIFI	\$56.85
<i>NETWORK FLEET. - Total For Sewer Fund - Collection</i>			<i>\$56.85</i>
NETWORK FLEET.	Streets	BUSINESS SERVICES NOT ELSEWHERE CLASSIFI	\$512.26
<i>NETWORK FLEET. - Total For Streets</i>			<i>\$512.26</i>
NETWORK FLEET.	Water - Distribution	BUSINESS SERVICES NOT ELSEWHERE CLASSIFI	\$159.55
<i>NETWORK FLEET. - Total For Water - Distribution</i>			<i>\$159.55</i>
NETWORK FLEET. - ALL DEPARTMENTS			\$1,820.37

NOLAND FEED

NOLAND FEED	Metro Animal Fund - Admin	VARIETY STORES	\$399.30
NOLAND FEED	Metro Animal Fund - Admin	VARIETY STORES	\$327.18
<i>NOLAND FEED - Total For Metro Animal Fund - Admin</i>			<i>\$726.48</i>
NOLAND FEED - ALL DEPARTMENTS			\$726.48

NORCO, INC.

NORCO, INC.	Balefill - Dispatch	LAB/MEDICAL/DENTAL/OPHTHALMIC HOSPITAL	\$68.94
<i>NORCO, INC. - Total For Balefill - Dispatch</i>			<i>\$68.94</i>
NORCO, INC.	Buildings & Structures Fund	soap dispenser for parking structure	\$78.60
<i>NORCO, INC. - Total For Buildings & Structures Fund</i>			<i>\$78.60</i>
NORCO, INC.	Cemetery	SAFETY EQUIP AND MATERIALS	\$294.00
<i>NORCO, INC. - Total For Cemetery</i>			<i>\$294.00</i>

NORCO, INC.	Hogadon - Operations	Shop tools	\$285.52
<i>NORCO, INC. - Total For Hogadon - Operations</i>			\$285.52
NORCO, INC.	Ice Arena - Operations	MOP HEADS	\$24.68
<i>NORCO, INC. - Total For Ice Arena - Operations</i>			\$24.68
NORCO, INC.	Metro Animal Fund - Admin	LAB/MEDICAL/DENTAL/OPHTHALMIC HOSPITAL	\$191.01
<i>NORCO, INC. - Total For Metro Animal Fund - Admin</i>			\$191.01
NORCO, INC.	Parks - Athletic Maint.	events center pond tools for cleaning	\$128.84
<i>NORCO, INC. - Total For Parks - Athletic Maint.</i>			\$128.84
NORCO, INC.	Rec Center - Operations	CRC Custodial Supplies	\$568.06
<i>NORCO, INC. - Total For Rec Center - Operations</i>			\$568.06
NORCO, INC.	Water - Distribution	Compressed gas	\$248.00
<i>NORCO, INC. - Total For Water - Distribution</i>			\$248.00
NORCO, INC.	WWTP - Operations	Lime	\$865.00
NORCO, INC.	WWTP - Operations	Lime	\$865.00
<i>NORCO, INC. - Total For WWTP - Operations</i>			\$1,730.00
NORCO, INC. - ALL DEPARTMENTS			\$3,617.65

NORTH PARK TRANSPORA

NORTH PARK TRANSPORA	Ft. Caspar	Exhibit Crates Freight	\$114.22
<i>NORTH PARK TRANSPORA - Total For Ft. Caspar</i>			\$114.22
NORTH PARK TRANSPORA - ALL DEPARTMENTS			\$114.22

NORTHERN LIGHTS MANU

NORTHERN LIGHTS MANU	Balefill - Dispatch	Labor/Welding Truck Ramps on Shop	\$1,170.00
<i>NORTHERN LIGHTS MANU - Total For Balefill - Dispatch</i>			\$1,170.00
NORTHERN LIGHTS MANU - ALL DEPARTMENTS			\$1,170.00

ONE CALL OF WY.

ONE CALL OF WY.	Sewer Fund - Collection	Tickets for July	\$414.11
<i>ONE CALL OF WY. - Total For Sewer Fund - Collection</i>			\$414.11
ONE CALL OF WY.	Traffic Control	Monthly Street/Traffic Locates	\$406.35
<i>ONE CALL OF WY. - Total For Traffic Control</i>			\$406.35

ONE CALL OF WY.	Water - Distribution	Tickets for July	\$506.14
<i>ONE CALL OF WY. - Total For Water - Distribution</i>			<i>\$506.14</i>
ONE CALL OF WY. - ALL DEPARTMENTS			\$1,326.60

OWPSACSTATE

OWPSACSTATE	WWTP - Operations	Training course	\$50.00
<i>OWPSACSTATE - Total For WWTP - Operations</i>			<i>\$50.00</i>
OWPSACSTATE - ALL DEPARTMENTS			\$50.00

PARTMASTER

PARTMASTER	WWTP - Operations	Cutting wheels and hornet killer	\$637.14
<i>PARTMASTER - Total For WWTP - Operations</i>			<i>\$637.14</i>
PARTMASTER - ALL DEPARTMENTS			\$637.14

PAYPAL POLICE JOBS

PAYPAL POLICE JOBS	Police Administration	RECRUITMENT ADVERTISING	\$80.00
<i>PAYPAL POLICE JOBS - Total For Police Administration</i>			<i>\$80.00</i>
PAYPAL POLICE JOBS - ALL DEPARTMENTS			\$80.00

PEAK GEOSOLUTIONS/ S

PEAK GEOSOLUTIONS/ S	Balefill - Dispatch	GCCS, O&M Wellfield monitoring, reporting, ins	\$5,578.08
<i>PEAK GEOSOLUTIONS/ S - Total For Balefill - Dispatch</i>			<i>\$5,578.08</i>
PEAK GEOSOLUTIONS/ S - ALL DEPARTMENTS			\$5,578.08

PEPSI COLA OF CASPER

PEPSI COLA OF CASPER	Aquatics - Concessions	Supplies Paradise Valley Pool	\$82.00
PEPSI COLA OF CASPER	Aquatics - Concessions	Supplies Paradise Valley Pool	\$178.00
PEPSI COLA OF CASPER	Aquatics - Concessions	Credit	(\$50.00)
<i>PEPSI COLA OF CASPER - Total For Aquatics - Concessions</i>			<i>\$210.00</i>
PEPSI COLA OF CASPER	ice Arena - Concessions	Concessions	\$96.38
<i>PEPSI COLA OF CASPER - Total For ice Arena - Concessions</i>			<i>\$96.38</i>

PEPSI COLA OF CASPER - ALL DEPARTMENTS **\$306.38**

PIZZA HUT 035956

PIZZA HUT 035956 Aquatics - Concessions EATING PLACES, RESTAURANTS \$46.16

PIZZA HUT 035956 Aquatics - Concessions EATING PLACES, RESTAURANTS \$59.27

PIZZA HUT 035956 - Total For Aquatics - Concessions *\$105.43*

PIZZA HUT 035956 - ALL DEPARTMENTS **\$105.43**

PIZZA HUT 035957

PIZZA HUT 035957 Metro Animal Fund - Admin EATING PLACES, RESTAURANTS \$38.54

PIZZA HUT 035957 - Total For Metro Animal Fund - Admin *\$38.54*

PIZZA HUT 035957 - ALL DEPARTMENTS **\$38.54**

POSTAL PROS, INC.

POSTAL PROS, INC. Customer Service Utility Billing \$366.92

POSTAL PROS, INC. Customer Service Utility Billing \$2,849.18

POSTAL PROS, INC. - Total For Customer Service *\$3,216.10*

POSTAL PROS, INC. - ALL DEPARTMENTS **\$3,216.10**

PRIMA

PRIMA Risk Management PRIMA membership \$385.00

PRIMA - Total For Risk Management *\$385.00*

PRIMA - ALL DEPARTMENTS **\$385.00**

PRINTER PROS

PRINTER PROS Rec Center - Admin Printer Service \$75.00

PRINTER PROS Rec Center - Admin Printer Service \$125.00

PRINTER PROS - Total For Rec Center - Admin *\$200.00*

PRINTER PROS - ALL DEPARTMENTS **\$200.00**

QDOBA

QDOBA	Training	Meal while traveling for training	\$13.42
<i>QDOBA - Total For Training</i>			<i>\$13.42</i>
QDOBA - ALL DEPARTMENTS			\$13.42

QQEST SOFTWARE SYSTE

QQEST SOFTWARE SYSTE	Human Resources	COMPUTER SOFTWARE STORES	\$2,540.00
<i>QQEST SOFTWARE SYSTE - Total For Human Resources</i>			<i>\$2,540.00</i>
QQEST SOFTWARE SYSTE - ALL DEPARTMENTS			\$2,540.00

R & R REST STOPS

R & R REST STOPS	Golf - Operations	UTILITIES-ELEC/GAS/HEAT OIL/SANITARY/WTR	\$378.00
<i>R & R REST STOPS - Total For Golf - Operations</i>			<i>\$378.00</i>
R & R REST STOPS - ALL DEPARTMENTS			\$378.00

RALPH JUAREZ

RALPH JUAREZ	Police Administration	Classic Rock Band Booking	\$300.00
<i>RALPH JUAREZ - Total For Police Administration</i>			<i>\$300.00</i>
RALPH JUAREZ - ALL DEPARTMENTS			\$300.00

RAMSHORN CONSTRUCTIO

RAMSHORN CONSTRUCTIO	Capital Projects Fund	13th Street Improvements 18-075	\$48,005.10
<i>RAMSHORN CONSTRUCTIO - Total For Capital Projects Fund</i>			<i>\$48,005.10</i>
RAMSHORN CONSTRUCTIO - ALL DEPARTMENTS			\$48,005.10

RED CROSS TRNG

RED CROSS TRNG	Aquatics - Operations	CHARITABLE AND SOCIAL SERVICE ORGANIZATI	\$210.00
<i>RED CROSS TRNG - Total For Aquatics - Operations</i>			<i>\$210.00</i>
RED CROSS TRNG - ALL DEPARTMENTS			\$210.00

RICOH USA, INC

RICOH USA, INC	Planning - Admin	OFFICE, PHOTOGRAPHIC, PHOTOCOPY, AND MI	\$219.36
<i>RICOH USA, INC - Total For Planning - Admin</i>			<i>\$219.36</i>

RICOH USA, INC - ALL DEPARTMENTS **\$219.36**

RMI WYOMING INC

RMI WYOMING INC	Streets	Safety Vests	\$97.11
<i>RMI WYOMING INC - Total For Streets</i>			<i>\$97.11</i>

RMI WYOMING INC - ALL DEPARTMENTS **\$97.11**

ROCKY MOUNTAIN AIR S

ROCKY MOUNTAIN AIR S	Regional Water Operations	Chemicals Oxygen	\$3,753.78
ROCKY MOUNTAIN AIR S	Regional Water Operations	Chemical Oxygen	\$3,665.88
<i>ROCKY MOUNTAIN AIR S - Total For Regional Water Operations</i>			<i>\$7,419.66</i>

ROCKY MOUNTAIN AIR S - ALL DEPARTMENTS **\$7,419.66**

ROCKY MOUNTAIN POWER

ROCKY MOUNTAIN POWER	Aquatics - Operations	Electricity	\$4,990.42
<i>ROCKY MOUNTAIN POWER - Total For Aquatics - Operations</i>			<i>\$4,990.42</i>
ROCKY MOUNTAIN POWER	Aquatics - Pool	Electricity	\$5,733.57
<i>ROCKY MOUNTAIN POWER - Total For Aquatics - Pool</i>			<i>\$5,733.57</i>
ROCKY MOUNTAIN POWER	Cemetery	Electricity	\$194.80
<i>ROCKY MOUNTAIN POWER - Total For Cemetery</i>			<i>\$194.80</i>
ROCKY MOUNTAIN POWER	City Center	Electricity	\$772.05
<i>ROCKY MOUNTAIN POWER - Total For City Center</i>			<i>\$772.05</i>
ROCKY MOUNTAIN POWER	City Hall/Campus Buildings	Electricity	\$5,141.64
<i>ROCKY MOUNTAIN POWER - Total For City Hall/Campus Buildings</i>			<i>\$5,141.64</i>
ROCKY MOUNTAIN POWER	Fire Administration	Electricity	\$61.16
ROCKY MOUNTAIN POWER	Fire Administration	Electricity	\$700.34
<i>ROCKY MOUNTAIN POWER - Total For Fire Administration</i>			<i>\$761.50</i>
ROCKY MOUNTAIN POWER	Fleet Maintenance Fund	Electricity	\$3,598.41
<i>ROCKY MOUNTAIN POWER - Total For Fleet Maintenance Fund</i>			<i>\$3,598.41</i>

ROCKY MOUNTAIN POWER	Ft. Caspar	Electricity	\$854.86
<i>ROCKY MOUNTAIN POWER - Total For Ft. Caspar</i>			<i>\$854.86</i>
ROCKY MOUNTAIN POWER	Golf - Operations	Electricity	\$5,514.26
<i>ROCKY MOUNTAIN POWER - Total For Golf - Operations</i>			<i>\$5,514.26</i>
ROCKY MOUNTAIN POWER	Hogadon - Operations	Electricity	\$1,327.87
<i>ROCKY MOUNTAIN POWER - Total For Hogadon - Operations</i>			<i>\$1,327.87</i>
ROCKY MOUNTAIN POWER	Ice Arena - Operations	Electricity	\$6,161.80
<i>ROCKY MOUNTAIN POWER - Total For Ice Arena - Operations</i>			<i>\$6,161.80</i>
ROCKY MOUNTAIN POWER	Marathon Bldg	Electricity	\$372.15
<i>ROCKY MOUNTAIN POWER - Total For Marathon Bldg</i>			<i>\$372.15</i>
ROCKY MOUNTAIN POWER	Metro Animal Fund - Admin	Electricity	\$1,113.32
<i>ROCKY MOUNTAIN POWER - Total For Metro Animal Fund - Admin</i>			<i>\$1,113.32</i>
ROCKY MOUNTAIN POWER	Miller St. Dorm	Electricity	\$33.16
<i>ROCKY MOUNTAIN POWER - Total For Miller St. Dorm</i>			<i>\$33.16</i>
ROCKY MOUNTAIN POWER	Parks - Athletic Maint.	Electricity	\$5,259.54
<i>ROCKY MOUNTAIN POWER - Total For Parks - Athletic Maint.</i>			<i>\$5,259.54</i>
ROCKY MOUNTAIN POWER	Parks - Parks Maint.	Electricity	\$74.24
ROCKY MOUNTAIN POWER	Parks - Parks Maint.	Electricity	\$5,825.47
<i>ROCKY MOUNTAIN POWER - Total For Parks - Parks Maint.</i>			<i>\$5,899.71</i>
ROCKY MOUNTAIN POWER	Parks - Special Areas	Electricity	\$2,530.43
<i>ROCKY MOUNTAIN POWER - Total For Parks - Special Areas</i>			<i>\$2,530.43</i>
ROCKY MOUNTAIN POWER	Public Saftey Communication	Electricity	\$400.99
<i>ROCKY MOUNTAIN POWER - Total For Public Saftey Communication</i>			<i>\$400.99</i>
ROCKY MOUNTAIN POWER	Rec Center - Operations	Electricity	\$4,791.25
<i>ROCKY MOUNTAIN POWER - Total For Rec Center - Operations</i>			<i>\$4,791.25</i>
ROCKY MOUNTAIN POWER	Sewer Fund - Collection	Electricity	\$46.35
ROCKY MOUNTAIN POWER	Sewer Fund - Collection	Electricity	\$355.94
<i>ROCKY MOUNTAIN POWER - Total For Sewer Fund - Collection</i>			<i>\$402.29</i>
ROCKY MOUNTAIN POWER	Traffic Control	Electricity	\$83.23
ROCKY MOUNTAIN POWER	Traffic Control	Electricity	\$45,819.17
<i>ROCKY MOUNTAIN POWER - Total For Traffic Control</i>			<i>\$45,902.40</i>
ROCKY MOUNTAIN POWER	Water - Tanks	Electricity	\$962.61
<i>ROCKY MOUNTAIN POWER - Total For Water - Tanks</i>			<i>\$962.61</i>
ROCKY MOUNTAIN POWER	WWTP - Operations	Electricity	\$27,334.63

<i>ROCKY MOUNTAIN POWER - Total For WWTP - Operations</i>			\$27,334.63
ROCKY MOUNTAIN POWER - ALL DEPARTMENTS			\$130,053.66

ROCKY MTN. FIRE SYST

ROCKY MTN. FIRE SYST	Buildings & Structures Fund	Fire alarm system repairs - outsourced	\$506.69
<i>ROCKY MTN. FIRE SYST - Total For Buildings & Structures Fund</i>			<i>\$506.69</i>
ROCKY MTN. FIRE SYST - ALL DEPARTMENTS			\$506.69

Rooter

Rooter	Parks - Parks Maint.	Provide/Install/Service Rented Portable Toilets	\$1,962.28
Rooter	Parks - Parks Maint.	July 2019 Portable Toilets Service	\$1,271.40
<i>Rooter - Total For Parks - Parks Maint.</i>			<i>\$3,233.68</i>
Rooter - ALL DEPARTMENTS			\$3,233.68

ROSEMOUNT ANALYTICAL

ROSEMOUNT ANALYTICAL	Regional Water Operations	Ozone System Parts	\$2,639.29
<i>ROSEMOUNT ANALYTICAL - Total For Regional Water Operations</i>			<i>\$2,639.29</i>
ROSEMOUNT ANALYTICAL - ALL DEPARTMENTS			\$2,639.29

SAFETY KLEEN SYSTEMS

SAFETY KLEEN SYSTEMS	Golf - Operations	CHEMICALS AND ALLIED PRODUCTS NOT ESLEW	\$478.08
<i>SAFETY KLEEN SYSTEMS - Total For Golf - Operations</i>			<i>\$478.08</i>
SAFETY KLEEN SYSTEMS - ALL DEPARTMENTS			\$478.08

SAFETY VISION

SAFETY VISION	Refuse - Residential	CREDIT FOR CHARGES THAT INCLUDED TAX	(\$1,996.65)
SAFETY VISION	Refuse - Residential	SANITATION TRUCK CAMERAS	\$1,919.01
<i>SAFETY VISION - Total For Refuse - Residential</i>			<i>(\$77.64)</i>
SAFETY VISION - ALL DEPARTMENTS			(\$77.64)

SAMS CLUB #6425

SAMS CLUB #6425	Aquatics - Operations	CANNED AIR, PAPER	\$44.30
<i>SAMS CLUB #6425 - Total For Aquatics - Operations</i>			<i>\$44.30</i>
SAMS CLUB #6425	Aquatics - Pool	CANNED AIR, PAPER	\$18.99
<i>SAMS CLUB #6425 - Total For Aquatics - Pool</i>			<i>\$18.99</i>
SAMS CLUB #6425	Balefill - Dispatch	LDF OTHER CONTRACTUAL	\$128.56
<i>SAMS CLUB #6425 - Total For Balefill - Dispatch</i>			<i>\$128.56</i>
SAMS CLUB #6425	Ice Arena - Operations	CANNED AIR, PAPER	\$37.97
<i>SAMS CLUB #6425 - Total For Ice Arena - Operations</i>			<i>\$37.97</i>
SAMS CLUB #6425	Operations	Sam's Club - Station Supplies	\$173.95
<i>SAMS CLUB #6425 - Total For Operations</i>			<i>\$173.95</i>
SAMS CLUB #6425	Rec Center - Admin	CANNED AIR, PAPER	\$44.30
<i>SAMS CLUB #6425 - Total For Rec Center - Admin</i>			<i>\$44.30</i>
SAMS CLUB #6425	Rec Center - Operations	CANNED AIR, PAPER	\$44.30
<i>SAMS CLUB #6425 - Total For Rec Center - Operations</i>			<i>\$44.30</i>
SAMS CLUB #6425	WWTP - Operations	trash bags	\$17.98
<i>SAMS CLUB #6425 - Total For WWTP - Operations</i>			<i>\$17.98</i>
SAMS CLUB #6425 - ALL DEPARTMENTS			\$510.35

SAMSCLUB #6425

SAMSCLUB #6425	Sewer Fund - Collection	office supplies	\$19.98
SAMSCLUB #6425	Sewer Fund - Collection	office supplies	\$36.64
<i>SAMSCLUB #6425 - Total For Sewer Fund - Collection</i>			<i>\$56.62</i>
SAMSCLUB #6425 - ALL DEPARTMENTS			\$56.62

SAMSCLUB.COM

SAMSCLUB.COM	Aquatics - Operations	STAMPS	\$73.33
<i>SAMSCLUB.COM - Total For Aquatics - Operations</i>			<i>\$73.33</i>
SAMSCLUB.COM	Buildings & Structures Fund	City Hall Custodial supplies	\$251.42
<i>SAMSCLUB.COM - Total For Buildings & Structures Fund</i>			<i>\$251.42</i>
SAMSCLUB.COM	Operations	Sam's Club - Station Supplies	\$155.67
SAMSCLUB.COM	Operations	Sam's Club - Batteries	\$49.42

<i>SAMSCLUB.COM - Total For Operations</i>			<i>\$205.09</i>
SAMSCLUB.COM	Rec Center - Admin	STAMPS	\$73.34
<i>SAMSCLUB.COM - Total For Rec Center - Admin</i>			<i>\$73.34</i>
SAMSCLUB.COM	Rec Center - Operations	STAMPS	\$73.33
<i>SAMSCLUB.COM - Total For Rec Center - Operations</i>			<i>\$73.33</i>
SAMSCLUB.COM - ALL DEPARTMENTS			\$676.51

SHERWIN-WILLIAMS COR

SHERWIN-WILLIAMS COR	Refuse - Commercial	PAINT COMMERCIAL CONTAINERS	\$451.60
<i>SHERWIN-WILLIAMS COR - Total For Refuse - Commercial</i>			<i>\$451.60</i>
SHERWIN-WILLIAMS COR - ALL DEPARTMENTS			\$451.60

SHOSHONE DISTRIBUTIN

SHOSHONE DISTRIBUTIN	Ft. Caspar	Souvenirs/Paper Products	\$1,281.00
SHOSHONE DISTRIBUTIN	Ft. Caspar	Souvenirs- Shirts and Magnets	\$218.00
<i>SHOSHONE DISTRIBUTIN - Total For Ft. Caspar</i>			<i>\$1,499.00</i>
SHOSHONE DISTRIBUTIN - ALL DEPARTMENTS			\$1,499.00

SIGMA ALDRICH US

SIGMA ALDRICH US	Police Administration	ALL OTHER DIRECT MARKETERS	\$85.36
<i>SIGMA ALDRICH US - Total For Police Administration</i>			<i>\$85.36</i>
SIGMA ALDRICH US - ALL DEPARTMENTS			\$85.36

SIX ROBBLEES NO

SIX ROBBLEES NO	Water - Distribution	3-wire, terminal, signal, grommet	\$44.78
<i>SIX ROBBLEES NO - Total For Water - Distribution</i>			<i>\$44.78</i>
SIX ROBBLEES NO - ALL DEPARTMENTS			\$44.78

SKILLPATH / NATIONAL

SKILLPATH / NATIONAL	Balefill - Dispatch	SCHOOLS AND EDUCATIONAL SERVICES NOT ELS	\$111.90
SKILLPATH / NATIONAL	Balefill - Dispatch	SCHOOLS AND EDUCATIONAL SERVICES NOT ELS	\$1.00

<i>SKILLPATH / NATIONAL - Total For Balefill - Dispatch</i>			<i>\$112.90</i>
SKILLPATH / NATIONAL - ALL DEPARTMENTS			\$112.90

SKYLINE RANCHES

SKYLINE RANCHES	Sewer Fund	July 19 Sewer Revenue	(\$93.17)
SKYLINE RANCHES	Sewer Fund	July 19 Sewer Revenue	\$931.71
<i>SKYLINE RANCHES - Total For Sewer Fund</i>			<i>\$838.54</i>
SKYLINE RANCHES	WWTP	July 19 Sewer Revenue	(\$775.32)
<i>SKYLINE RANCHES - Total For WWTP</i>			<i>(\$775.32)</i>
SKYLINE RANCHES - ALL DEPARTMENTS			\$63.22

SMARSH, INC

SMARSH, INC	Information Services	July 2019 Archiving	\$3,691.00
<i>SMARSH, INC - Total For Information Services</i>			<i>\$3,691.00</i>
SMARSH, INC - ALL DEPARTMENTS			\$3,691.00

SOURCE OFFICE

SOURCE OFFICE	Balefill - Dispatch	BALEFILL LDF	\$472.18
<i>SOURCE OFFICE - Total For Balefill - Dispatch</i>			<i>\$472.18</i>
SOURCE OFFICE - ALL DEPARTMENTS			\$472.18

SPECTRUM REACH

SPECTRUM REACH	Golf - Operations	Basic internet service for the Golf Course	\$148.69
<i>SPECTRUM REACH - Total For Golf - Operations</i>			<i>\$148.69</i>
SPECTRUM REACH - ALL DEPARTMENTS			\$148.69

SPORTSMANS WAREHOUSE

SPORTSMANS WAREHOUSE	Operations	Trainer Belt	\$45.14
<i>SPORTSMANS WAREHOUSE - Total For Operations</i>			<i>\$45.14</i>
SPORTSMANS WAREHOUSE - ALL DEPARTMENTS			\$45.14

SQ SQ MCMURRY READ

SQ SQ MCMURRY READ	WWTP - Operations	Gravel for plant	\$451.12
<i>SQ SQ MCMURRY READ - Total For WWTP - Operations</i>			<i>\$451.12</i>
SQ SQ MCMURRY READ - ALL DEPARTMENTS			\$451.12

SQ SQ PEDEN'S

SQ SQ PEDEN'S	Planning - Admin	MEN'S AND WOMEN'S CLOTHING STORES (OYD	\$342.75
SQ SQ PEDEN'S	Planning - Admin	MEN'S AND WOMEN'S CLOTHING STORES	\$37.80
<i>SQ SQ PEDEN'S - Total For Planning - Admin</i>			<i>\$380.55</i>
SQ SQ PEDEN'S - ALL DEPARTMENTS			\$380.55

SQ SQ SUPERIOR TEC

SQ SQ SUPERIOR TEC	Rec Cener - Sports Prog	PROFESSIONAL SERVICES NOT ELSEWHERE CLAS	\$217.00
<i>SQ SQ SUPERIOR TEC - Total For Rec Cener - Sports Prog</i>			<i>\$217.00</i>
SQ SQ SUPERIOR TEC - ALL DEPARTMENTS			\$217.00

SQU SQ FROSTED TOPS

SQU SQ FROSTED TOPS	Planning - Admin	MISCELLANEOUS PERSONAL SERVICES (OYD A	\$72.00
<i>SQU SQ FROSTED TOPS - Total For Planning - Admin</i>			<i>\$72.00</i>
SQU SQ FROSTED TOPS - ALL DEPARTMENTS			\$72.00

SQU SQ WYOMING OFFI

SQU SQ WYOMING OFFI	Cemetery	NEW AMERICAN FLAGS FOR THE CEMETERY	\$87.00
<i>SQU SQ WYOMING OFFI - Total For Cemetery</i>			<i>\$87.00</i>
SQU SQ WYOMING OFFI - ALL DEPARTMENTS			\$87.00

STAPLES

STAPLES	Aquatics - Operations	TAPE, MARKERS	\$14.37
<i>STAPLES - Total For Aquatics - Operations</i>			<i>\$14.37</i>
STAPLES	Fire Administration	Binder and Index Tabs	\$40.95

<i>STAPLES - Total For Fire Administration</i>			<i>\$40.95</i>
STAPLES	Hogadon - Operations	STATIONARY, OFFICE	\$37.77
<i>STAPLES - Total For Hogadon - Operations</i>			<i>\$37.77</i>
STAPLES	Ice Arena - Operations	TAPE, MARKERS	\$14.37
<i>STAPLES - Total For Ice Arena - Operations</i>			<i>\$14.37</i>
STAPLES	Metro Animal Fund - Admin	STATIONARY, OFFICE AND SCHOOL SUPPLY STO	\$72.40
<i>STAPLES - Total For Metro Animal Fund - Admin</i>			<i>\$72.40</i>
STAPLES	Planning - Admin	STATIONARY, OFFICE AND SCHOOL SUPPLY STO	\$49.31
<i>STAPLES - Total For Planning - Admin</i>			<i>\$49.31</i>
STAPLES	Rec Center - Admin	TAPE, MARKERS	\$14.38
<i>STAPLES - Total For Rec Center - Admin</i>			<i>\$14.38</i>
STAPLES	Rec Center - Operations	TAPE, MARKERS	\$14.37
<i>STAPLES - Total For Rec Center - Operations</i>			<i>\$14.37</i>
STAPLES	Streets	Sheet protectors	\$27.58
<i>STAPLES - Total For Streets</i>			<i>\$27.58</i>
STAPLES - ALL DEPARTMENTS			\$285.50

STATE OF WY.

STATE OF WY.	Police Administration	Brown Notary Application	\$30.00
<i>STATE OF WY. - Total For Police Administration</i>			<i>\$30.00</i>
STATE OF WY. - ALL DEPARTMENTS			\$30.00

STERLING

STERLING	Human Resources	July 2019 Record Checks	\$442.93
<i>STERLING - Total For Human Resources</i>			<i>\$442.93</i>
STERLING - ALL DEPARTMENTS			\$442.93

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

SUPPLYHOUSE.COM

SUPPLYHOUSE.COM	Sewer Fund - Collection	sunflower lift station panel repair parts	\$126.49
<i>SUPPLYHOUSE.COM - Total For Sewer Fund - Collection</i>			<i>\$126.49</i>
SUPPLYHOUSE.COM - ALL DEPARTMENTS			\$126.49

SUTHERLANDS 2219

SUTHERLANDS 2219	Metro Animal Fund - Admin	LUMBER AND BUILDING MATERIALS STORES	\$283.50
SUTHERLANDS 2219	Metro Animal Fund - Admin	LUMBER AND BUILDING MATERIALS STORES	\$618.00
<i>SUTHERLANDS 2219 - Total For Metro Animal Fund - Admin</i>			<i>\$901.50</i>
SUTHERLANDS 2219	Regional Water Operations	Control rm LED	\$1.45
<i>SUTHERLANDS 2219 - Total For Regional Water Operations</i>			<i>\$1.45</i>
SUTHERLANDS 2219	Water - Distribution	Fall protection sign bolts	\$13.03
SUTHERLANDS 2219	Water - Distribution	Quikrete	\$40.40
<i>SUTHERLANDS 2219 - Total For Water - Distribution</i>			<i>\$53.43</i>
SUTHERLANDS 2219 - ALL DEPARTMENTS			\$956.38

SWI, LLC

SWI, LLC	Balefill - Dispatch	Access Control Labor	\$804.00
<i>SWI, LLC - Total For Balefill - Dispatch</i>			<i>\$804.00</i>
SWI, LLC - ALL DEPARTMENTS			\$804.00

TACO BELL #23072

TACO BELL #23072	Planning - Admin	FAST FOOD RESTAURANTS (Planning and Zonin	\$53.87
<i>TACO BELL #23072 - Total For Planning - Admin</i>			<i>\$53.87</i>
TACO BELL #23072 - ALL DEPARTMENTS			\$53.87

TEMPLEPUBLI

TEMPLEPUBLI	Police Administration	ADVERTISING SERVICES	\$195.00
<i>TEMPLEPUBLI - Total For Police Administration</i>			<i>\$195.00</i>
TEMPLEPUBLI - ALL DEPARTMENTS			\$195.00

THE HOME DEPOT

THE HOME DEPOT	Parks - Parks Maint.	HOME SUPPLY WAREHOUSE STORES	\$16.28
<i>THE HOME DEPOT - Total For Parks - Parks Maint.</i>			\$16.28
THE HOME DEPOT	Rec Cener - Sports Prog	Athletic Field Tools	\$447.97
<i>THE HOME DEPOT - Total For Rec Cener - Sports Prog</i>			\$447.97
THE HOME DEPOT	Regional Water Operations	Turbidimeter install parts	\$24.66
<i>THE HOME DEPOT - Total For Regional Water Operations</i>			\$24.66
THE HOME DEPOT	Water - Tanks	PAINT, NUTS, SLEEVE, CAP	\$26.29
<i>THE HOME DEPOT - Total For Water - Tanks</i>			\$26.29
THE HOME DEPOT - ALL DEPARTMENTS			\$515.20

TRACTOR SUPPLY CO

TRACTOR SUPPLY CO	Water - Distribution	weed sprayer pump coupler	\$99.99
<i>TRACTOR SUPPLY CO - Total For Water - Distribution</i>			\$99.99
TRACTOR SUPPLY CO - ALL DEPARTMENTS			\$99.99

TRETO CONST.

TRETO CONST.	Capital Projects Fund	North Beverly Roadway Improvement	\$45,000.00
TRETO CONST.	Capital Projects Fund	Midwest Ave. Reconstruction Elm to David	\$36,045.00
<i>TRETO CONST. - Total For Capital Projects Fund</i>			\$81,045.00
TRETO CONST.	Sewer Fund - Collection	Midwest Ave. Reconstruction Elm to David	\$8,100.00
<i>TRETO CONST. - Total For Sewer Fund - Collection</i>			\$8,100.00
TRETO CONST.	Water - Distribution	Midwest Ave. Reconstruction Elm to David	\$12,105.00
<i>TRETO CONST. - Total For Water - Distribution</i>			\$12,105.00
TRETO CONST. - ALL DEPARTMENTS			\$101,250.00

TYLER TECHNOLOGIES I

TYLER TECHNOLOGIES I	Balefill - Dispatch	Gems S028911 - Tyler Conversio	\$402.95
<i>TYLER TECHNOLOGIES I - Total For Balefill - Dispatch</i>			\$402.95
TYLER TECHNOLOGIES I	Capital Projects Fund	Gems S028911 - Tyler Conversio	\$6,950.87
<i>TYLER TECHNOLOGIES I - Total For Capital Projects Fund</i>			\$6,950.87
TYLER TECHNOLOGIES I	Refuse - Residential	Gems S028911 - Tyler Conversio	\$604.42

<i>TYLER TECHNOLOGIES I - Total For Refuse - Residential</i>			<i>\$604.42</i>
TYLER TECHNOLOGIES I	Regional Water Operations	Gems S028911 - Tyler Conversio	\$100.74
<i>TYLER TECHNOLOGIES I - Total For Regional Water Operations</i>			<i>\$100.74</i>
TYLER TECHNOLOGIES I	Sewer Fund - Collection	Gems S028911 - Tyler Conversio	\$503.69
<i>TYLER TECHNOLOGIES I - Total For Sewer Fund - Collection</i>			<i>\$503.69</i>
TYLER TECHNOLOGIES I	Water - Distribution	Gems S028911 - Tyler Conversio	\$1,108.11
<i>TYLER TECHNOLOGIES I - Total For Water - Distribution</i>			<i>\$1,108.11</i>
TYLER TECHNOLOGIES I	WWTP - Operations	Gems S028911 - Tyler Conversio	\$402.95
<i>TYLER TECHNOLOGIES I - Total For WWTP - Operations</i>			<i>\$402.95</i>
TYLER TECHNOLOGIES I - ALL DEPARTMENTS			\$10,073.73

UNIFORMS 2 GEAR

UNIFORMS 2 GEAR	Animal Control	Women's Shirts	\$340.54
<i>UNIFORMS 2 GEAR - Total For Animal Control</i>			<i>\$340.54</i>
UNIFORMS 2 GEAR	Police Administration	Cargo Pant	\$139.16
UNIFORMS 2 GEAR	Police Administration	Gloves, Shirts	\$289.57
UNIFORMS 2 GEAR	Police Administration	Base Layer Short Sleeve	\$104.14
UNIFORMS 2 GEAR	Police Administration	Base Layer Long Sleeve	\$124.18
UNIFORMS 2 GEAR	Police Administration	Base Layer Shirts	\$2,191.30
UNIFORMS 2 GEAR	Police Administration	Duty Pants	\$341.60
UNIFORMS 2 GEAR	Police Administration	UA Valsetz RTS	\$165.00
UNIFORMS 2 GEAR	Police Administration	Duty Pants, Long Sleeve	\$199.26
UNIFORMS 2 GEAR	Police Administration	StrikerBolt	\$178.60
UNIFORMS 2 GEAR	Police Administration	Base Layer Long Sleeve	\$101.66
UNIFORMS 2 GEAR	Police Administration	Duty Belt	\$57.75
<i>UNIFORMS 2 GEAR - Total For Police Administration</i>			<i>\$3,892.22</i>
UNIFORMS 2 GEAR - ALL DEPARTMENTS			\$4,232.76

UNITED 0162463509

UNITED 0162463509	Finance	Airfare GFOA Conference-Condellario	\$534.10
<i>UNITED 0162463509 - Total For Finance</i>			<i>\$534.10</i>
UNITED 0162463509 - ALL DEPARTMENTS			\$534.10

URGENT CARE OF CASPE

URGENT CARE OF CASPE	Police Administration	Testing Services	\$462.00
<i>URGENT CARE OF CASPE - Total For Police Administration</i>			<i>\$462.00</i>
URGENT CARE OF CASPE - ALL DEPARTMENTS			\$462.00

USPS PO 5715580478

USPS PO 5715580478	WWTP - Operations	Certified mail	\$8.50
<i>USPS PO 5715580478 - Total For WWTP - Operations</i>			<i>\$8.50</i>
USPS PO 5715580478 - ALL DEPARTMENTS			\$8.50

USPS PO 5762700491

USPS PO 5762700491	Ft. Caspar	POSTAGE STAMPS	\$17.30
<i>USPS PO 5762700491 - Total For Ft. Caspar</i>			<i>\$17.30</i>
USPS PO 5762700491 - ALL DEPARTMENTS			\$17.30

VISION SVC. PLAN

VISION SVC. PLAN	Health Insurance Fund	July 2019 Coverage	\$1,157.12
<i>VISION SVC. PLAN - Total For Health Insurance Fund</i>			<i>\$1,157.12</i>
VISION SVC. PLAN - ALL DEPARTMENTS			\$1,157.12

VISTAPR VISTAPRINT.C

VISTAPR VISTAPRINT.C	Human Resources	Applicant Cards	\$15.73
<i>VISTAPR VISTAPRINT.C - Total For Human Resources</i>			<i>\$15.73</i>
VISTAPR VISTAPRINT.C - ALL DEPARTMENTS			\$15.73

VOGEL PAINT & WAX CO

VOGEL PAINT & WAX CO	Traffic Control	Traffic striping paint 8 yellow 4 white State of W	\$24,170.00
<i>VOGEL PAINT & WAX CO - Total For Traffic Control</i>			<i>\$24,170.00</i>
VOGEL PAINT & WAX CO - ALL DEPARTMENTS			\$24,170.00

VZWRLSS IVR VB

VZWRLSS IVR VB	Buildings & Structures Fund	BAS jetpacks monthly charge	\$80.04
<i>VZWRLSS IVR VB - Total For Buildings & Structures Fund</i>			<i>\$80.04</i>
VZWRLSS IVR VB	Cemetery	TELECOMMUNICATION Monthly fee 307-315-55	\$40.01
<i>VZWRLSS IVR VB - Total For Cemetery</i>			<i>\$40.01</i>
VZWRLSS IVR VB	Code Enforcement	TELECOMMUNICATION SERV.INCLUD. LOCAL/L.	\$80.02
<i>VZWRLSS IVR VB - Total For Code Enforcement</i>			<i>\$80.02</i>
VZWRLSS IVR VB	Golf - Operations	TELECOMMUNICATION SERV.INCLUD. LOCAL/L.	\$80.02
<i>VZWRLSS IVR VB - Total For Golf - Operations</i>			<i>\$80.02</i>
VZWRLSS IVR VB	Metro Animal Fund - Admin	TELECOMMUNICATION SERV.INCLUD. LOCAL/L.	\$52.41
<i>VZWRLSS IVR VB - Total For Metro Animal Fund - Admin</i>			<i>\$52.41</i>
VZWRLSS IVR VB	Sewer Fund - Collection	mobile data	\$80.02
<i>VZWRLSS IVR VB - Total For Sewer Fund - Collection</i>			<i>\$80.02</i>
VZWRLSS IVR VB	WWTP - Operations	Cell phones	\$128.22
<i>VZWRLSS IVR VB - Total For WWTP - Operations</i>			<i>\$128.22</i>
VZWRLSS IVR VB - ALL DEPARTMENTS			\$540.74

WAGNER'S OUTDOOR OUT

WAGNER'S OUTDOOR OUT	Streets	Propane for patching	\$359.90
<i>WAGNER'S OUTDOOR OUT - Total For Streets</i>			<i>\$359.90</i>
WAGNER'S OUTDOOR OUT - ALL DEPARTMENTS			\$359.90

WAL-MART #1617

WAL-MART #1617	Human Resources	Pretty Water	\$7.96
<i>WAL-MART #1617 - Total For Human Resources</i>			<i>\$7.96</i>
WAL-MART #1617 - ALL DEPARTMENTS			\$7.96

WALMART.COM

WALMART.COM	Buildings & Structures Fund	City Hall custodial supplies	\$96.19
<i>WALMART.COM - Total For Buildings & Structures Fund</i>			<i>\$96.19</i>
WALMART.COM - ALL DEPARTMENTS			\$96.19

WARDWELL WATER & SEW

WARDWELL WATER & SEW	RWS - Booster Stations	Booster/Irrigation	\$162.35
<i>WARDWELL WATER & SEW - Total For RWS - Booster Stations</i>			<i>\$162.35</i>
WARDWELL WATER & SEW - ALL DEPARTMENTS			\$162.35

WEAR PARTS INC

WEAR PARTS INC	Buildings & Structures Fund	MOTOR VEHICLE SUPPLIES AND NEW PARTS	\$27.34
<i>WEAR PARTS INC - Total For Buildings & Structures Fund</i>			<i>\$27.34</i>
WEAR PARTS INC	Hogadon - Operations	Sheave Wheel Bolts Chairlift annual Mait	\$207.46
<i>WEAR PARTS INC - Total For Hogadon - Operations</i>			<i>\$207.46</i>
WEAR PARTS INC	Water - Distribution	BOLTS, NUTS, KROIL, WASHERS	\$27.66
<i>WEAR PARTS INC - Total For Water - Distribution</i>			<i>\$27.66</i>
WEAR PARTS INC - ALL DEPARTMENTS			\$262.46

WESTLAND PARK-RED BU

WESTLAND PARK-RED BU	Sewer Fund	July 19 Sewer Revenue	(\$349.30)
WESTLAND PARK-RED BU	Sewer Fund	July 19 Sewer Revenue	\$3,493.00
<i>WESTLAND PARK-RED BU - Total For Sewer Fund</i>			<i>\$3,143.70</i>
WESTLAND PARK-RED BU	WWTP	July 19 Sewer Revenue	(\$1,550.16)
<i>WESTLAND PARK-RED BU - Total For WWTP</i>			<i>(\$1,550.16)</i>
WESTLAND PARK-RED BU - ALL DEPARTMENTS			\$1,593.54

WESTSIDE ANIMAL HOSP

WESTSIDE ANIMAL HOSP	Metro Animal Fund - Admin	VETERINARY SERVICES	\$3,000.00
WESTSIDE ANIMAL HOSP	Metro Animal Fund - Admin	VETERINARY SERVICES	\$313.91
<i>WESTSIDE ANIMAL HOSP - Total For Metro Animal Fund - Admin</i>			<i>\$3,313.91</i>
WESTSIDE ANIMAL HOSP - ALL DEPARTMENTS			\$3,313.91

WLC ENGINEERING - SU

WLC ENGINEERING - SU	Planning - Admin	June 2019 Surveying Services	\$2,000.00
<i>WLC ENGINEERING - SU - Total For Planning - Admin</i>			<i>\$2,000.00</i>

WLC ENGINEERING - SU - ALL DEPARTMENTS**\$2,000.00****WM SUPERCENTER**

WM SUPERCENTER	Human Resources	Pretty Water	\$6.24
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<i>WM SUPERCENTER - Total For Human Resources</i>			\$6.24
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WM SUPERCENTER	Rec Center - Operations	GROCERY STORES, SUPERMARKETS	\$93.91
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<i>WM SUPERCENTER - Total For Rec Center - Operations</i>			\$93.91
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WM SUPERCENTER - ALL DEPARTMENTS**\$100.15****WY. CONFERENCE OF BL**

WY. CONFERENCE OF BL	Code Enforcement	Dan Elston Membership Fee	\$50.00
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WY. CONFERENCE OF BL	Code Enforcement	Justin Scott Membership Fee	\$50.00
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<i>WY. CONFERENCE OF BL - Total For Code Enforcement</i>			\$100.00
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WY. CONFERENCE OF BL - ALL DEPARTMENTS**\$100.00****WY. MACHINERY CO.**

WY. MACHINERY CO.	Balefill - Dispatch	EQUIP RENTALS & LEASING SERVICES, TOOL R F	\$2,512.00
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WY. MACHINERY CO.	Balefill - Dispatch	LANDFILL WINDOW PITTED 141498	\$129.57
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<i>WY. MACHINERY CO. - Total For Balefill - Dispatch</i>			\$2,641.57
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WY. MACHINERY CO.	Balefill - Proc	BALER BLDG	\$389.25
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WY. MACHINERY CO.	Balefill - Proc	BALER #2	\$389.25
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<i>WY. MACHINERY CO. - Total For Balefill - Proc</i>			\$778.50
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WY. MACHINERY CO. - ALL DEPARTMENTS**\$3,420.07****WY. MEDICAL CENTER**

WY. MEDICAL CENTER	Operations	Wyoming Medical Center - Phillips Defib Pads	\$145.07
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<i>WY. MEDICAL CENTER - Total For Operations</i>			\$145.07
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WY. MEDICAL CENTER	Police Administration	Emerg Room/Lab	\$522.30
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<i>WY. MEDICAL CENTER - Total For Police Administration</i>			\$522.30
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WY. MEDICAL CENTER - ALL DEPARTMENTS**\$667.37**

WY. WORKERS COMPENSA

WY. WORKERS COMPENSA	Refuse - Residential	Unemployment Apr-Jun 2019	\$1,577.16
<i>WY. WORKERS COMPENSA - Total For Refuse - Residential</i>			<i>\$1,577.16</i>
WY. WORKERS COMPENSA	WWTP - Operations	Unemployment Apr-Jun 2019	\$1,467.00
<i>WY. WORKERS COMPENSA - Total For WWTP - Operations</i>			<i>\$1,467.00</i>
WY. WORKERS COMPENSA - ALL DEPARTMENTS			\$3,044.16

WYOMING STEEL, RECYC

WYOMING STEEL, RECYC	Balefill - Proc	BALER TOOL ROOM	\$1,146.96
WYOMING STEEL, RECYC	Balefill - Proc	BALER BLDG. EXTEND EJECTION CYLINDERS	\$10,725.00
<i>WYOMING STEEL, RECYC - Total For Balefill - Proc</i>			<i>\$11,871.96</i>
WYOMING STEEL, RECYC - ALL DEPARTMENTS			\$11,871.96

XEROX CORPORATION/RB

XEROX CORPORATION/RB	Regional Water Operations	Office Copier	\$205.85
<i>XEROX CORPORATION/RB - Total For Regional Water Operations</i>			<i>\$205.85</i>
XEROX CORPORATION/RB - ALL DEPARTMENTS			\$205.85

YOURMEMBERSHIP CAREE

YOURMEMBERSHIP CAREE	Police Administration	RECRUITMENT ADVERTISING	\$171.00
<i>YOURMEMBERSHIP CAREE - Total For Police Administration</i>			<i>\$171.00</i>
YOURMEMBERSHIP CAREE - ALL DEPARTMENTS			\$171.00

CITYWIDE BILLS AND CLAIMS TOTAL **\$4,273,182.73**

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
 08/20/19

Payroll Disbursements

8/8/19	CITY PAYROLL	\$	1,153,949.16
8/8/19	BENEFITS & DEDUCTIONS	\$	199,011.23

Total Payroll **\$ 1,352,960.39**

Additional Accounts Payable

8/1/2019	Pre-Writs: Utility Refund, Employee Garnishment Refunds		
	Michael Gaylord		280.25
	Anthony Stedillie		223.38
	Purrington, Beverly		56.62
	Martin, Tori		45.11
	Olson, Jonathan		50.59
	Godlewski, Melissa		107.24
	Larson, Trever		67.05
			<u>830.24</u>
8/8/2019	Pre-Writs: Petty Cash, Utility Refunds, Travel Reimbursement, Taxes		
	Keith Mcpheeters	\$	7.98
	Clifford Glarrow		43.02
	Renee Hardy		329.34
	First Interstate Bank- Petty Cash		182.35
	First Interstate Bank- Petty Cash		377.97
	Natrona County Clerk		253.00
	State of Wy. Dept of Revenue		2,570.29
	Smith, Steve		6.03
	Shaffer, Kyle		16.38
	Lane, Joseph		13.93
	Moore, Eric		56.02
	Blackmore Homeowners Association		1,443.96
			<u>5,300.27</u>

Total Additional AP **\$6,130.51**

August 16, 2019

MEMO TO: J. Carter Napier, City Manager 

FROM: Liz Becher, Community Development Director 

SUBJECT: Establish Date of 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, August 20, 2019.

Action Type:

Establish date of public hearing.

Recommendation:

That Council, by minute action, establish September 3, 2019 as the date of 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 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 Council agenda page of the City's website (casperwy.gov), and notices are mailed to all property owners within three hundred (300) feet.

Financial Considerations:

Not applicable.

Oversight/Project Responsibility:

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

Attachments:

Location Map

Johnny J's Addition Replat and Rezone



August 6, 2019

MEMO TO: J. Carter Napier, City Manager 

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

SUBJECT: Establish Date of Public Hearing for Receiving a Demolition Report and Assessing
Real Property for Demolition Costs

Meeting Type & Date: August 20, 2019 Regular Council Meeting

Action Type: Establish Public Hearing for September 3, 2019

Recommendation: That Council, by minute action, establish September 3, 2019, as the date of public hearing for receiving a demolition report, any protests or objections, and assessing a lien for costs associated with razing dangerous buildings located at 1129 East C Street, Casper, Wyoming.

Summary: The City of Casper razed dangerous structures located at the above address. The structures were razed in compliance Uniform Code for the Abatement of Dangerous Buildings, (UCADB), 1988 Edition. Said demolition was completed on July 5, 2019, in the amount of \$6,448.50.

Pursuant to Chapter 9 of the UCADB, the City may lien or assess a property for costs associated with the abatement of a dangerous building after establishing a time, date and place for hearing the forced cleanup report and any protests or objections thereto.

Financial Considerations: Funding for the demolition is budgeted in the FY20 Code Enforcement budget.

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

August 6, 2019

MEMO TO: J. Carter Napier, City Manager 

FROM: Liz Becher, Community Development Director 

SUBJECT: Establishing September 17, 2019 as the date of the Public Hearing for Consideration of a Resolution certifying Annexation compliance with Title 15, Chapter 1, Article 4 of the Wyoming State Statutes to determine if the Annexation of the Green Valley Village Mobile Home Community, located at 2760 South Robertson Road, complies with W.S. §15-1-402.

Meeting Type & Date:

Regular Council Meeting, August 20, 2019.

Action Type:

Establish date of public hearing for September 17, 2019.

Recommendation:

That Council, by minute action, establish September 17, 2019 as the date of the public hearing for consideration of a Resolution to determine if the Annexation of the Green Valley Mobile Home Park, located at 2760 South Robertson Road, complies with W.S. §15-1-402.

Summary:

Pursuant to the Wyoming State Statutes pertaining to annexations, as amended, Council must find that any annexation complies with certain conditions related to the suitability and feasibility of the annexation. In addition, the Council must also accept an annexation report prepared to outline the costs and benefits of the annexation to the City and to the future owners of the property to be annexed. The City Council initiated the annexation of the Green Valley Mobile Home Park, located at 2760 South Robertson Road, via Resolution No. 19-104.

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

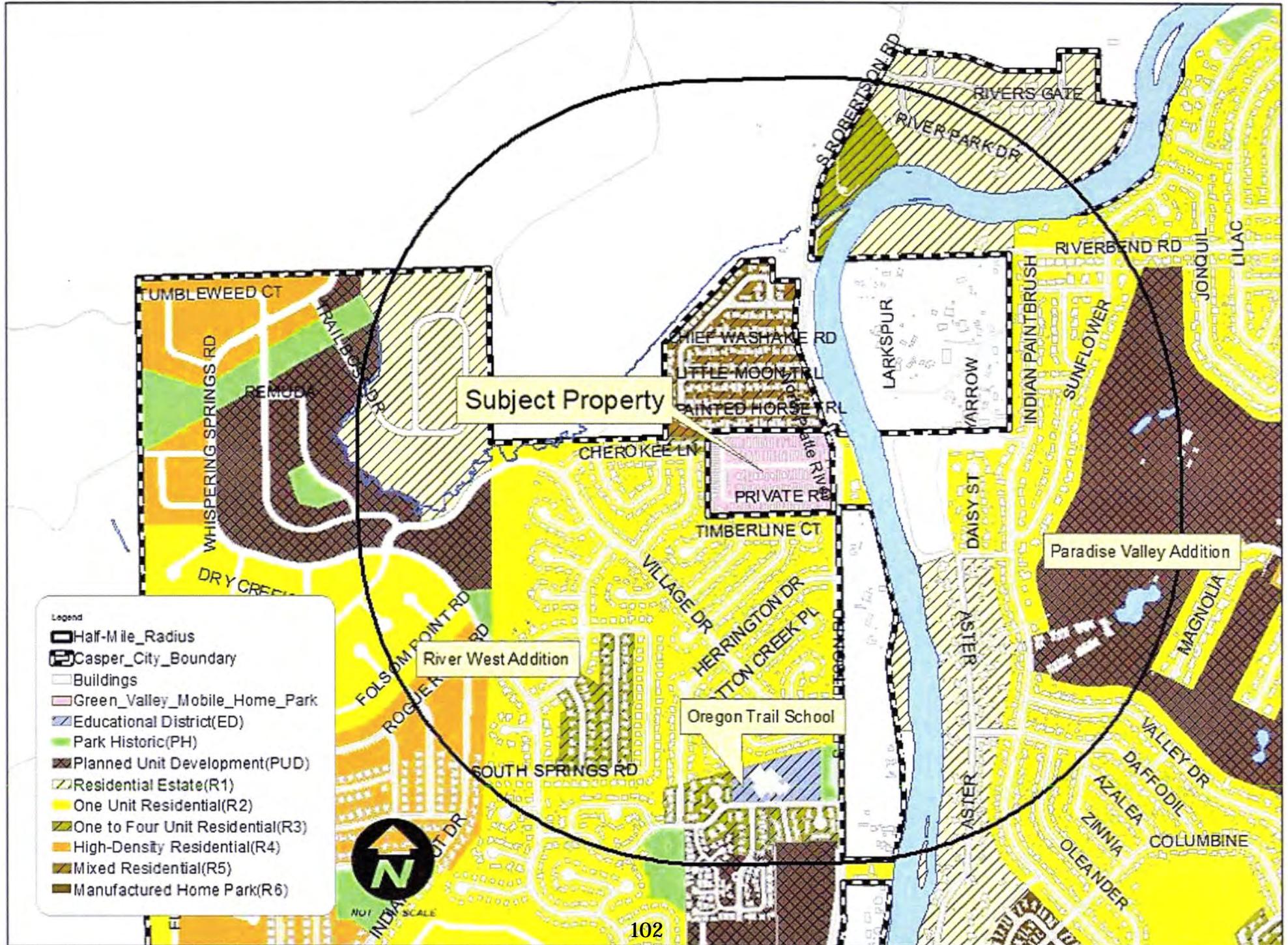
Oversight/Project Responsibility:

Craig Collins, AICP, City Planner, is tasked with processing annexations.

Attachments:

Location Map

Green Valley Mobile Home Park Potential Annexation Area



August 15, 2019

MEMO TO: Casper City Council
J. Carter Napier, City Manager

FROM: John Henley, City Attorney 

SUBJECT: Sale of the former Plains Furniture Property

Meeting Type & Date:
Council Meeting
August 20, 2019

Action Type
Establish Public Hearing
Minute Action

Recommendation

That Council, by minute action, establish September 17, 2019 as the public hearing date for the 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.

Summary

In addition to the basic terms of the sale and transfer of the real property, generally known as the “Former Plains Furniture Property” including the terms of the initial “Memorandum of Understanding” which is dated July 2, 2019, and those of a purchase agreement – not yet executed, is a specific provision submitted as part of the Flag Development, LLC proposal: Obtaining a right of first refusal of Flag Development, LLC or its successor to purchase the 48–stall parking lot north of the former KaLarks, should the City decide to sell the 48–stall parking lot within the five years after date of closing, for the sum of two Hundred and Fifty Thousand Dollars (\$250,000.00). Flag Development while remaining bound by the terms and conditions of its response and the MOU, will have “The Nolan, LLC.,” as Purchaser of the properties; The Nolan, LLC., will too be bound by the commitments and obligations of Flag Development, LLC.

Financial Considerations

The basic financial transaction is set out in the MOU referenced above and attached.

The City is to receive \$500,000.00 for transfer of the property and the property is to be used for market based housing and retail space, while preserving certain historical attributes of the property as set forth generally in the response of Flag Development to the May 2019 published RFP.

Attachments

Executed MOU

Oversight/Project Responsibility

Liz Becher, Director of Community Development

John Henley, City Attorney

Andrew Beamer Director of Public Services

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING, entered into as of this 2nd day of July, 2019, by and between the City of Casper, a Municipal Corporation, 200 North David Street, Casper, Wyoming 82601, and FLAG Development, LLC, 2302 West 39th Street, Casper, Wyoming 82604.

WITNESSETH:

The City of Casper, Wyoming, is the owner of real property generally described as the “Former Plains Furniture Properties” – See Exhibit 1 (hereafter referred to as “the Properties”).

The Properties were the subject of a Request for Proposal (RFP #1) and the RFP#1’s subsequent addenda all of which required that responsive proposals be submitted on or before the 14th day of February, 2019. There were two proposals in response to RFP#1, neither were accepted.

The Properties were again the subject of a modified RFP, RFP#2, with responses due on or before the 3rd day of May, 2019. Only one proposal to RFP#2 was submitted; the proposal was submitted by FLAG Development, LLC. (FLAG Proposal).

Upon review of the FLAG Proposal, the \$1,000,000 offer for all the properties was subject to multiple requests and conditions which were part of the RFP#2’s confidential submission.

An initial review by City staff and two Council members of the confidential conditions and the structure of the proposal resulted in many questions and concerns. There were particular concerns about potential risks for the City and potential obligations required of the City, resulting in significant questions and ambiguities about the net amount of dollars that the City would derive.

Based upon those questions and concerns, discussions by staff with FLAG’s representatives were held to try to limit or remove certain conditions and to provide more certainty, both as to the amount of dollars to be received by the City and to limit the potential development entanglement between the Parties.

As a result of the discussions, conditions were withdrawn and the guaranty of a firm purchase price was stated making the proposal ready for the Casper City Council’s consideration, pursuant to the terms of the RFP#2 and this MOU, all of which are to be memorialized in a Purchase Agreement between the City of Casper and FLAG Development, LLC, the Parties, should the Council agree to move forward.

IN CONSIDERATION of the covenants and conditions set forth herein to be performed, the Parties agree as follows:

FLAG Development, LLC shall pay Five Hundred Thousand Dollars (\$500,000.00) for the Properties.

FLAG Development, LLC shall take the Properties where is, as is, except as expressly listed herein.

FLAG Development, LLC shall develop and construct its proposal as specified in RFP#2, which will include both market-rate housing and commercial space; the historic features of the Properties as reflected in RFP#2 shall be incorporated and preserved.

The City of Casper shall provide appropriately sized water services and sewer services to the development site within the public right-of-way. FLAG Development and The Nolan, LLC shall advise the City of Casper on or before September 15, 2019 of the appropriate sized water and sewer services required; the utilities will be installed and ready for FLAG to connect to on or before March 1, 2020. FLAG Development, LLC will pay all appropriate System Investment Charges related to water and sewer service connection fees.

The City of Casper shall waive, *except for hazardous materials*, all associated land fill tipping fees associated with the demolition of the livery stable, the north eastern pre-engineered metal building, and construction debris generated during the construction of the renovations and new structures to be built on the site, for the duration - until substantial completion - of this project. General trash and debris are not to be added to the construction and demolition dumpster.

FLAG Development, LLC has formed a separate holding company registered with the State of Wyoming named "The Nolan, LLC." The Nolan, LLC shall be listed as the purchasing company on the contract for the sale of the property and is expressly permitted for assignment of rights by FLAG. However, both FLAG Development, LLC and The Nolan, LLC shall be responsible jointly and severally for all obligations contained within this MOU and both entities shall be signatories to the final purchase agreement.

The City of Casper shall provide assistance and recommend the replat of the development to allow for the fee simple sale of market-rate residential and/or commercial units, as referred in RFP#2. FLAG Development, LLC, shall submit the plat to The City of Casper for review and approval on or before September 1, 2019; the City of Casper shall complete the plat approval process no later than November 1, 2019. FLAG Development shall formally begin the OYD architectural design review no later than August 1, 2019.

The City of Casper shall agree to a five (5) year restriction on the existing 48-stall parking lot North of the former KaLark's building, ensuring that this lot shall remain a public parking lot; the City of Casper may upgrade and manage such lot for public parking purposes, which may result in temporary closures or some limitations in parking.

The City of Casper shall, as part of the official process of this sale, hold a public hearing to approve, as a term of the Purchase Agreement, that FLAG shall have the right of first refusal to purchase the existing 48-stall parking lot North of the former KaLark's, should the City attempt to sell the same, for a period of five (5) years for the sum of Two Hundred Fifty Thousand Dollars (\$250,000.00).

The City of Casper shall enforce the no overnight parking ordinance on any adjacent City-owned parking lot.

The City of Casper agrees that no additional *offsite* infrastructure improvements such as off-site lighting, curb cuts, utility upgrades, traffic lights, visual screening or other similar improvements will be required that has not already expressly been referenced. However screening of the FLAG/Nolan parking lot and potentially other onsite construction or architectural modifications or improvements may be required and the City of Casper makes no commitments regarding such on site improvements.

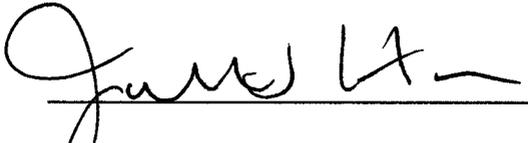
FLAG shall have seventy-five (75) days from the date hereof to complete its due diligence with respect to any Phase I and/or Phase II environmental studies and other inspections of the properties. In addition, FLAG will pursue the acceptance of the motor pool and historic garage into Casper Registered Historic District or getting the building registered on the National Register of Historic Places in order for the project to be eligible for the Federal Historic Preservation Tax Incentives Program. Should the formal acceptance into the Federal Historic Preservation Tax Incentives Program be delayed through no fault of FLAG, an extension until noon September 13, 2019 (the Friday prior to the scheduled closing date – September 17, 2019) will be granted under terms agreed upon by all parties to accommodate the award of the Historic Tax Credits, if any. Should a Phase II study be required, a reasonable extension of time, dependent upon when the study can be completed, is agreed upon by the parties and will be granted to FLAG in order to perform that study; however, the extension expires as of noon September 13, 2019 (the Friday prior to the September, 17 closing date).

If FLAG determines, based upon written response to its inquiries and/or application for admission to the Casper Residential Historic District or on the National Register of Historic Places (non-acceptance of either is sufficient to make this voidable by FLAG) and failure to gain acceptance into the Federal Historic Preservation Tax Incentive Program will render this Agreement voidable by FLAG if it elects in writing voidability, and such election to void the agreement is made in writing and delivered to the City Manager's office, on or before noon, September 13, 2019. FLAG has identified an objective amount of cost that they plan to incur for the removal of hazardous materials, structural modifications, and demolition on the site. The budgeted costs for abatement, structural modifications, and demolition is \$230,000. FLAG agrees to move forward with the closing if the bids received during the due diligence period are determined to be within 10% of that budgeted number, plus \$10,000 for the estimated tipping fee waiver or up to an amount that does not exceed \$263,000. However, if the amount of the bids exceeds \$263,000, this Agreement shall be voidable by FLAG if it elects in writing voidability within seventy-five days of learning that the bids exceed \$263,000 or by noon September 13, 2019. Failure to timely make the voidability election is a waiver of any right FLAG Development, LLC may have to assert that the Agreement is void.

FLAG has provided an updated Letter of Credit, dated May 24, 2019, showing its financial ability to compete this Project, and that letter of credit is expressly relied upon by the City of Casper in entering into this agreement and the purchase agreement contemplated by the parties.

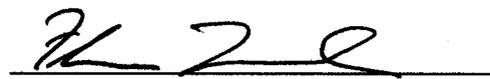
IN WITNESS WHEREOF, the City of Casper, Wyoming and FLAG Development, LLC, have executed this Memorandum of Understanding as of the date first above written.

APPROVED AS TO FORM:



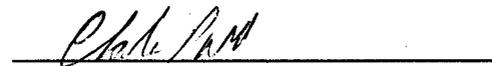
ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation



Fleur D. Tremel
City Clerk





Charles Powell
Mayor

FLAG DEVELOPMENT, LLC

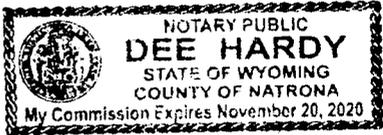


Brandon Daigle
Owner

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me this 15th day of July, 2019, by Brandon Dugle as Owner of FLAG Development, LLC

(seal)



Dee Hardy
NOTARY PUBLIC

My commission expires: 11/20/20

Boundaries of Property Parcels

Exhibit 1



Legend

- Former Plains Property
- Former Livery Stable

August 6, 2019

MEMO TO: J. Carter Napier, City Manager 

FROM: Liz Becher, Community Development Director 

SUBJECT: Consideration of an ordinance approving the annexation and zoning of the Green Valley Village Mobile Home Community, located at 2760 South Robertson Road

Meeting Type & Date:

Regular Council Meeting, August 20, 2019.

Action Type:

First reading on ordinance and Public Hearing.

Recommendation:

That Council, by ordinance, approve the annexation of the Green Valley Mobile Village Home Community, located at 2760 South Robertson Road, and the zoning of the property as R-6 (Manufactured (Mobile) Home Park).

Summary:

The City Council approved Resolution No. 19-104 initiating the annexation of the Green Valley Village Mobile Home Community, located at 2760 South Robertson Road. The Mobile Home Community encompasses approximately 14-acres, more or less, and is surrounded on all four sides by properties currently located within the Casper Corporate limits. Community Development Department staff completed the required annexation study/report, and mailed it to the property owner, as well as all utility companies, as is required by State law. City staff held a neighborhood meeting on August 5th at the Oregon Trail School to take public input, and to address any questions that the residents of the area may have. One resident of the Green Valley Village Mobile Home Community showed up to ask questions, but did not indicate that he was either for or against the annexation. In that the annexation is City-initiated, it was not reviewed by the Planning and Zoning Commission before consideration by Council, as is typical with property owner-initiated annexations, no recommendation from them will be provided.

The annexation study/report is being provided for review with the first reading of the ordinance, since it addresses many of the questions that Council and the public may have with regard to the availability of City services, and costs that may be incurred by either the City or the property owner. City staff recommends that the Council approve the zoning of the property as R-6 (Manufactured Home (Mobile) Park), which would make the existing use of the property legal and conforming under City regulations. The area is located within the City's Urban Growth Boundary, which was approved by Council as a part of the Generation Casper Comprehensive Land Use Plan. This indicates that City services are available, and that the addition of this area to Casper makes sense geographically.

Financial Considerations:

The City of Casper currently receives approximately \$566 per resident in sales tax distribution by the State. There are no public infrastructure needs/costs as a result of the annexation of the referenced area.

Oversight/Project Responsibility:

Craig Collins, AICP, City Planner, is tasked with processing annexations and zoning applications.

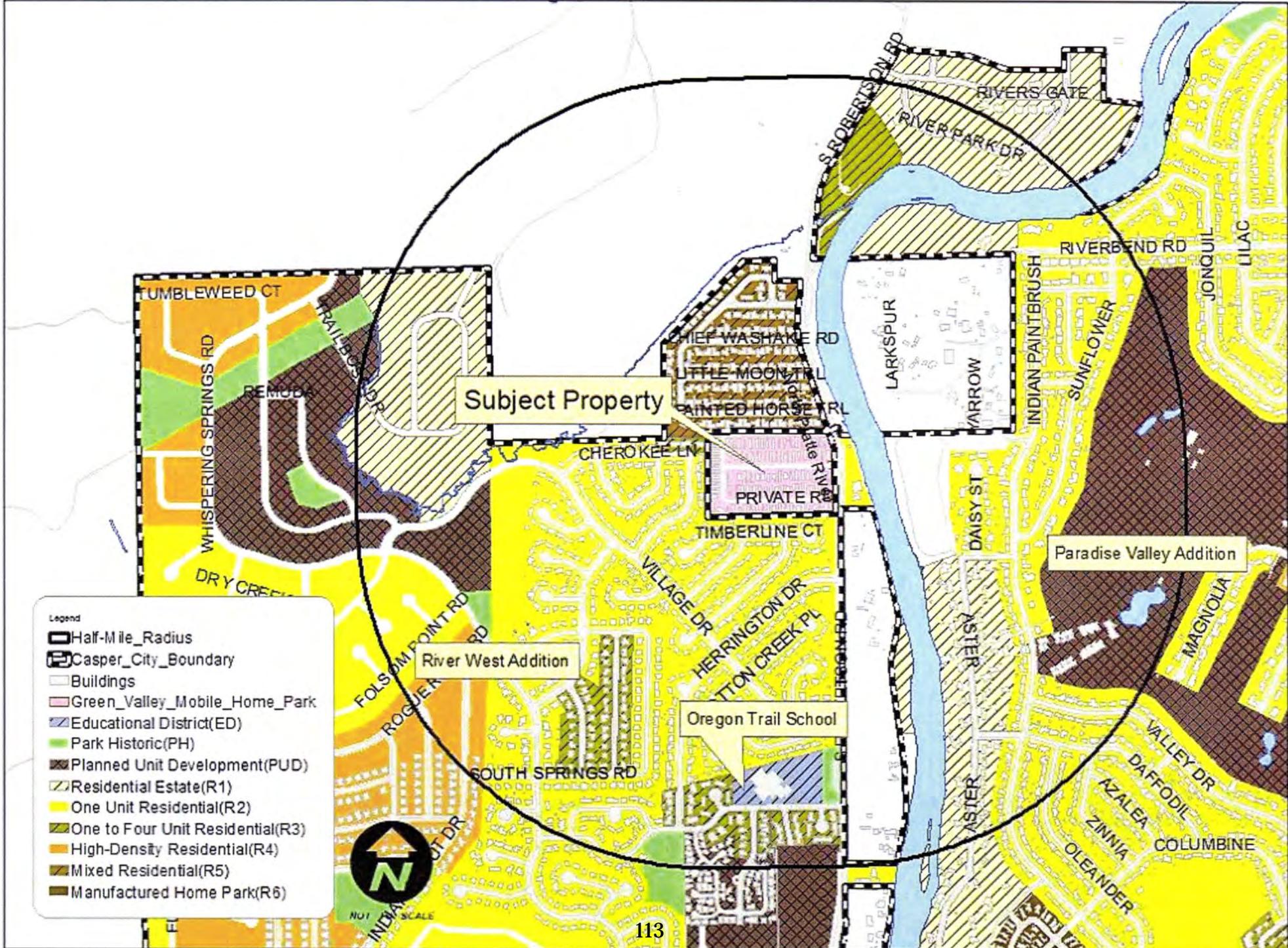
Attachments:

Location Map

Annexation Study/Report

Ordinance

Green Valley Mobile Home Park Potential Annexation Area



Green Valley Mobile Addition

2019 ANNEXATION REPORT

July, 2019

PREPARED BY:

CITY OF CASPER
COMMUNITY DEVELOPMENT DEPARTMENT

PURPOSE

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

BACKGROUND INFORMATION / DESCRIPTION OF AREA

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. The property encompasses approximately 14-acres, consists of a single, un-platted lot, and is located on the west side of Robertson Road. The property is surrounded on all four sides by properties located within the Casper City limits, and is serviced by City of Casper public utilities. Trash collection within the mobile home park is handled by private contractors. All internal “streets” are privately owned and maintained, and Robertson Road, along the east frontage of the property is fully developed.

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

▪ Estimated Population	260
▪ Potential yearly sales tax revenue	\$147,160
▪ Potential yearly property tax revenue	\$362
▪ Area within designated Growth Boundary	Yes
▪ Enterprise Departments	Unaffected
▪ Potential building permit revenue	Negligible, area is built-out
▪ Surveying requirements	Unplatted, survey required
▪ Transit/Bus	Area is not currently served
▪ Municipal Code Compliance	No apparent violations
▪ Likely zoning classification	R-6 (Manufactured Home/Mobile Park)

DEVELOPMENT COSTS

There will not be any City-borne infrastructure development costs as a result of this annexation. All internal roads within the Mobile Home Park are privately owned and maintained. Robertson Road, which provides dedicated public access to the property, is fully improved, including a recently constructed 10' wide pedestrian walkway. In that the parcel being annexed is in an infill area of the City, completely surrounded by properties already located within the City limits, therefore, no new public streets, new utilities, or other long-term maintenance obligations are being absorbed by the City.

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

STATUTORY REQUIREMENTS

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

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

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

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

1. The annexation of the area is for the protection of health, safety, and welfare of the persons residing in the area and in the City because public utilities, including water and/or sewer, are available to the property, as are all other City services, including, but not limited to Emergency Services.
2. The urban development of the area will constitute a natural, geographical, economical, and social part of the City because the area is entirely surrounded by properties currently located within the City limits of Casper. The area is not isolated by any natural or man-made features and is a natural extension of the City limits.
3. The annexation of the area is a logical and feasible addition to the City and the extension of basic and other services customarily available to the residents of the City can reasonably be furnished to the area because the area is adjacent to properties currently being served by City services. The area can be serviced without the need for additional City-funded infrastructure such as water trunk lines, booster stations, or storage tanks. The City of Casper will not have to expend capital dollars

on emergency response or public works equipment, nor hire additional personnel to serve this area.

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

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

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

The relative service costs for City services that are attributable to each property that is within the City of Casper municipal limits were derived by dividing each department's FY 2020 budget by the number of "properties" or "accounts" in the City of Casper (obtained from Public Utility Billing). According to the Public Utilities Division, there are approximately 20,559 residential properties/accounts and 1,874 commercial properties/accounts, for an approximate total of 22,433 properties/accounts in Casper. This analysis is intended to meet the Wyoming State Statutes' requirement to provide estimated service "costs" associated with the annexation. The analysis as presented does not suggest ACTUAL costs being incurred by the City, unless specifically noted herein, but attempts to quantifiably measure the impact of the annexation based on existing budgets and properties served. A second method of estimating costs has been included, which is based on population rather than the number of properties/accounts in Casper. The property-based analysis paints a much different, and possibly more accurate picture regarding the costs of growth. It is acknowledged that neither method is an ideal way to determine ACTUAL costs, but instead, is useful to illustrate different viewpoints on the financial effects of growth on the organization.

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

- \$500-\$600 per lineal foot – Cost to build a standard City (local) street. Equates to \$2,640,000 - \$3,168,000 per mile, and includes curb, gutter, sidewalk, streetlights, asphalt, etc. (Source: CEPI – Civil Engineering Professionals Inc.)
- \$300,000 - \$591,000 per mile – Cost to maintain a local City Street (not collector or arterial) over a 20-year life-cycle. (Source: City Engineering Division)

➤ Expected routine maintenance includes:

- Year 2 – Crack Sealing
- Year 5 – Chip Seal and Crack Seal
- Year 7 – Crack Sealing
- Year 10 – Major Repair/Patching
- Year 13 – Crack Seal
- Year 15 – Chip Seal and Crack Seal
- Year 20 – Reconstruction

POLICE DEPARTMENT:

The Casper Police Department will provide law enforcement services, which consist of answering calls for service, and patrolling the proposed addition. Based on the total budget for the Police Department, and the 22,433 properties served in the City of Casper, it could be estimated that the fraction of the Police Department budget that is apportioned to each property/account in the City is \$690 (*\$15,490,691 current Police Department budget, divided by 22,433 properties/accounts in the City*). Because each property/account is unique, and requires different levels of City resources based on a multitude of factors, such as density, land use, etc., this method of determining cost may not be an accurate assessment. Instead, if estimated cost were based on population, the analysis would look much different. The addition of 260 persons would comprise a 0.4% population increase (*U.S. Census, 2017 estimated population of Casper - 57,814*); therefore, the estimated service cost (*portion of the total Police Department budget*) that would be attributable to this particular property is approximately \$69,664 per year (*\$15,490,691 x 0.4%*).

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

FIRE DEPARTMENT:

The Casper Fire Department provides fire / EMS services, which consist primarily of answering calls for emergency services. Based on the total budget for the Fire Department, and the 22,433 properties served in the City of Casper, it could be estimated that the fraction of the Fire Department budget that is apportioned to each property/account in the City is \$413 (*\$9,278,947 current Fire Department budget, divided by 22,433 properties*). Because each property/account is unique, and requires different levels of City resources based on a multitude of factors, such as density, land use, etc., this method of determining cost may not be an accurate assessment. Instead, if estimated cost were based on population, the analysis would look much different. The addition of 260 persons would comprise a 0.4% population increase (*U.S. Census, 2017 estimated population of Casper - 57,814*); therefore, the estimated service cost (*portion of the total Fire Department budget*) that would be attributable to this particular property is approximately \$37,116 per year ($\$9,278,947 \times 0.4\%$).

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

STREETS AND TRAFFIC DIVISIONS:

The Casper Street Division provides services such as road maintenance, snow-plowing and snow removal. The Traffic Division provides services such as traffic sign installation, streetlight repair, and traffic signal maintenance. Based on the total budget for the Street and Traffic Divisions, and the 22,433 properties served in the City of Casper, it could be estimated that the fraction of the Street and Traffic budget that is apportioned to each property/account in the City is \$171 (*\$3,831,942 current Street/Traffic budget, divided by 22,433 properties*). Because each property/account is unique, and requires different levels of City resources based on a multitude of factors, such as density, land use, etc., this method of determining cost may not be an accurate assessment. Instead, if estimated cost were based on population, the analysis would look much different. The addition of 260 persons would comprise a 0.4% population increase (*U.S. Census, 2017 estimated population of Casper - 57,814*); therefore, the estimated service cost (*portion of the total Street/Traffic budget*) that would be attributable to this particular property is approximately \$15,328 per year ($\$3,831,942 \times 0.4\%$).

The Streets/Traffic Division will not incur additional capital costs as a result of this annexation, and will not need to hire additional personnel or purchase additional equipment

to service this property. Streets/Traffic Division service will be available immediately upon the completion of the annexation of the area.

PUBLIC UTILITIES DIVISION (WATER AND SEWER):

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

The City will not incur any additional capital costs associated with providing water and sewer service to the area. There will be no new publicly-funded infrastructure required to serve the area, such as storage tanks, booster stations, lift stations or water trunk lines. There will not be additional operational costs. All costs to provide water and sewer service to the area should be equal to revenues generated by the property. Public Utilities service will be available immediately upon the completion of the annexation of the area.

SANITATION DIVISION:

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

PARKS DIVISION:

The Parks Division builds and maintains parks, landscaping, sports facilities, open space and trails throughout the City, for the benefit of Casper residents. Based on the total budget for the Parks Division, and the 22,433 properties served in the City of Casper, it could be estimated that the fraction of the Parks Division budget that is apportioned to each property/account in the City is \$90 (*\$2,026,527 current Parks Division budget, divided by 22,433 properties*). Because each property/account is unique, and requires different levels of City resources based on a multitude of factors, such as density, land use, etc., this method of determining cost may not be an accurate assessment. Instead if estimated cost were based on population, the analysis would look much different. The addition of 260 persons would comprise a 0.4% population increase (*U.S. Census, 2017 estimated population of Casper - 57,814*); therefore, the estimated service cost (*portion of the total Parks Division budget*) that would be attributable to this particular property is approximately \$8,106 per year (*\$2,026,527 x 0.4%*).

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

COMMUNITY DEVELOPMENT DEPARTMENT:

The Planning, Building/Code Enforcement Divisions provide services related to the inspection of structures as they are constructed, response to citizen complaints regarding violations of the Municipal Zoning Code, permitting and licensing contractors, and future land-use planning for the City. Based on the total budget for the Community Development Department, and the 22,433 properties served in the City of Casper, it could be estimated that the fraction of the Community Development budget that is apportioned to each property/account in the City is \$75 (*\$1,676,978 current Planning/Code Enforcement budget, divided by 22,433 properties*). Because each property/account is unique, and requires different levels of City resources based on a multitude of factors, such as density, land use, etc., this method of determining cost may not be an accurate assessment. Instead if estimated cost were based on population, the analysis would look much different. The addition of 260 persons would comprise a 0.4% population increase (*U.S. Census, 2017 estimated population of Casper - 57,814*); therefore, the estimated service cost (*portion of the total Planning/Code Enforcement budget*) that would be attributable to this particular property is approximately \$6,708 per year (*\$1,676,978 x 0.4%*).

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

ENGINEERING DIVISION:

The Engineering Division provides services such as the permitting of curb cuts, public utility locating, investigating drainage concerns, surveying, and oversight of capital construction projects. Based on the total budget for the Engineering Division, and the 22,433 properties served in the City of Casper, it could be estimated that the fraction of the Community Development budget that is apportioned to each property/account in the City is \$36 (*\$815,871 current Planning/Code Enforcement budget, divided by 22,433 properties*). Because each property/account is unique, and requires different levels of City resources based on a multitude of factors, such as density, land use, etc., this method of determining cost may not be an accurate assessment. Instead if estimated cost were based on population, the analysis would look much different. The addition of 260 persons would comprise a 0.4% population increase (*U.S. Census, 2017 estimated population of Casper - 57,814*); therefore, the estimated service cost (*portion of the total Engineering Division budget*) that would be attributable to this particular property is approximately \$3,263 per year (*\$815,871 x 0.4%*).

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

TRANSIT:

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

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

Casper Area Transit (CAT) is financed through a combination of sources including the City of Casper One-Cent and General Fund, and Federal Transit Administration (FTA) Section 5307 and Section 5316 funds. The total amount of local Casper-only funding budgeted for Fiscal Year 2020 is \$608,000, while Federal funding sources total \$1,024,312. It is estimated that the fraction of the Transit budget that is apportioned to each property/account in the City of Casper to provide transit service is \$72.76 (\$1,632,312 is current Transit Casper and Federal-sourced budget, divided by 22,433 properties).

There will be no immediate budgetary impact to Transit as a result of this annexation.

ECONOMICS AND SOURCES OF REVENUE

City services are funded through a number of sources, including taxes and service/user fees. As indicated above, the enterprise fund services (water, sewer, and sanitation) are paid for one hundred percent (100%) by service/user fees collected, and do not impact the City's general fund. The remaining City services, funded out of the general fund, are supported in large part by various taxes and fees for services. The largest projected sources of general fund revenues for the City in FY20 are sales tax (\$18,672,852), revenue from the State of Wyoming (\$12,574,924), property taxes (\$4,160,683), charges for goods and services (\$5,196,957) and license/permit fees (\$6,238,998). It is generally accepted that given the current Wyoming tax structure, many residential properties do not generate sufficient tax revenue to the City to offset the expense to provide them with City services; whereas commercial properties typically generate higher property taxes, as well as sales taxes, to more-adequately cover the cost of providing City services.

As properties are developed, license/permit fees will be paid to the City in the form of building permits. Once developed, these areas generate revenues in the form of franchise fees for utilities such as cable, telephone, electricity and natural gas. Other impacts of an annexation are not easily measured but are no less important. With all development come construction jobs, sale of construction materials, furniture, furnishings, and numerous direct and indirect support to existing local businesses. In addition to direct employment generated in the construction industry, other employment sectors likely benefit as well, such as, but not limited to, real estate, engineers, environmental testing, architects and utility companies, all of which positively contribute to the overall local economy.

CONCLUSION

Assuming the City Council ultimately annexes the property, the property owner and residents will receive the same City services that every other property within the incorporated City receive. As illustrated, the City of Casper can provide these services without incurring any immediate additional costs related to a need for additional staff, equipment or publicly-funded facility expansion or infrastructure. The property is surrounded by properties that are already receiving City services; therefore, the property can be absorbed into the City of Casper without any noticeable financial or operational effect.

Green Valley Mobile Home Park (Robertson Road)			
Description	Revenue	Expenditures/Costs	Notes
Sales Tax (Population increase of 260)	\$147,160 yearly		
Property Tax (Total Assessed Value = \$72,375)	\$362 yearly		
Building Permits (Area is currently fully built-out)	\$0		
Public Street/Improvements Construction (All streets are internal/private)			\$0
Public Street Maintenance over a 20 year period (No public streets)			\$0
Surveying, recording, public notice & administrative costs to process annexation		(\$3,000 - \$6,500)	
General Fund Service Costs		\$140,185 yearly	*See Annexation Study/Report for analysis
Total Yearly Revenue	\$147,522		
Total Expenditures/Costs		(\$3,000 - \$6,500)	
20-year projections	\$2,950,440	(\$2,810,000)	
20-year projected Net	\$140,440		(Positive)
Estimated Time to Break-Even (Revenues equal Expenditures)	Not Applicable		*Revenue exceeds costs

Summary Table (Revenue vs. Costs over 20 years)

Although this report primarily analyzes the costs and benefits to the City of Casper (the organization), as with any development proposal, it must also be considered that there are costs and benefits to the entire community as well. When reviewing annexation proposals and development proposals in general, the City Council should recognize that there are significant differences in the cost/benefit balance depending on whether the growth/development is financially sustainable. Location is almost always the most important factor. Infill development, in proximity to existing City properties, is always less costly to service than new development areas on the outskirts. Conversely, low density, sprawling development is much more costly to provide with City services because of inherent inefficiencies of its location and design. Location, in this context, relates to proximity to existing public services, adequate transportation infrastructure, utility availability, overall density, and heavy dependence on the ultimate land use of the area.

APPENDIX

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

RESOLUTION NO.19-104

A RESOLUTION INITIATING THE ANNEXATION OF 14.5-ACRES, MORE OR LESS, DESCRIBED AS THE GREEN VALLEY MOBILE HOME PARK, LOCATED AT 2760 SOUTH ROBERTSON ROAD

WHEREAS, the City of Casper ("City") provides water, sanitary sewer and emergency services ("City Services") to the Green Valley Mobile Home Park, located at 2760 South Robertson Road ("Outside Property"); and,

WHEREAS, the Outside Property is surrounded on all sides by properties currently located within the corporate limits of the City; and,

WHEREAS, it is a substantial benefit to Outside Property Owners and their successors in interest ("Outside Property Owners") to receive City Services; and,

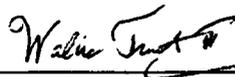
WHEREAS, annexation of the Outside Property will ensure that those who are receiving City services are contributing financially to the cost of providing those services; and,

WHEREAS, City Council wishes to initiate the annexation of the Green Valley Mobile Home Park, pursuant to Section 16.36.010 of the Casper Municipal Code, and in accordance with Wyoming State Statutes.

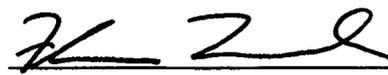
NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That City staff shall initiate the annexation of the Green Valley Mobile Home Park, located at 2760 South Robertson Road, pursuant to State and local law.

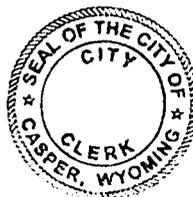
PASSED, APPROVED AND ADOPTED this 18th day of June, 2019.

APPROVED AS TO FORM:



ATTEST:

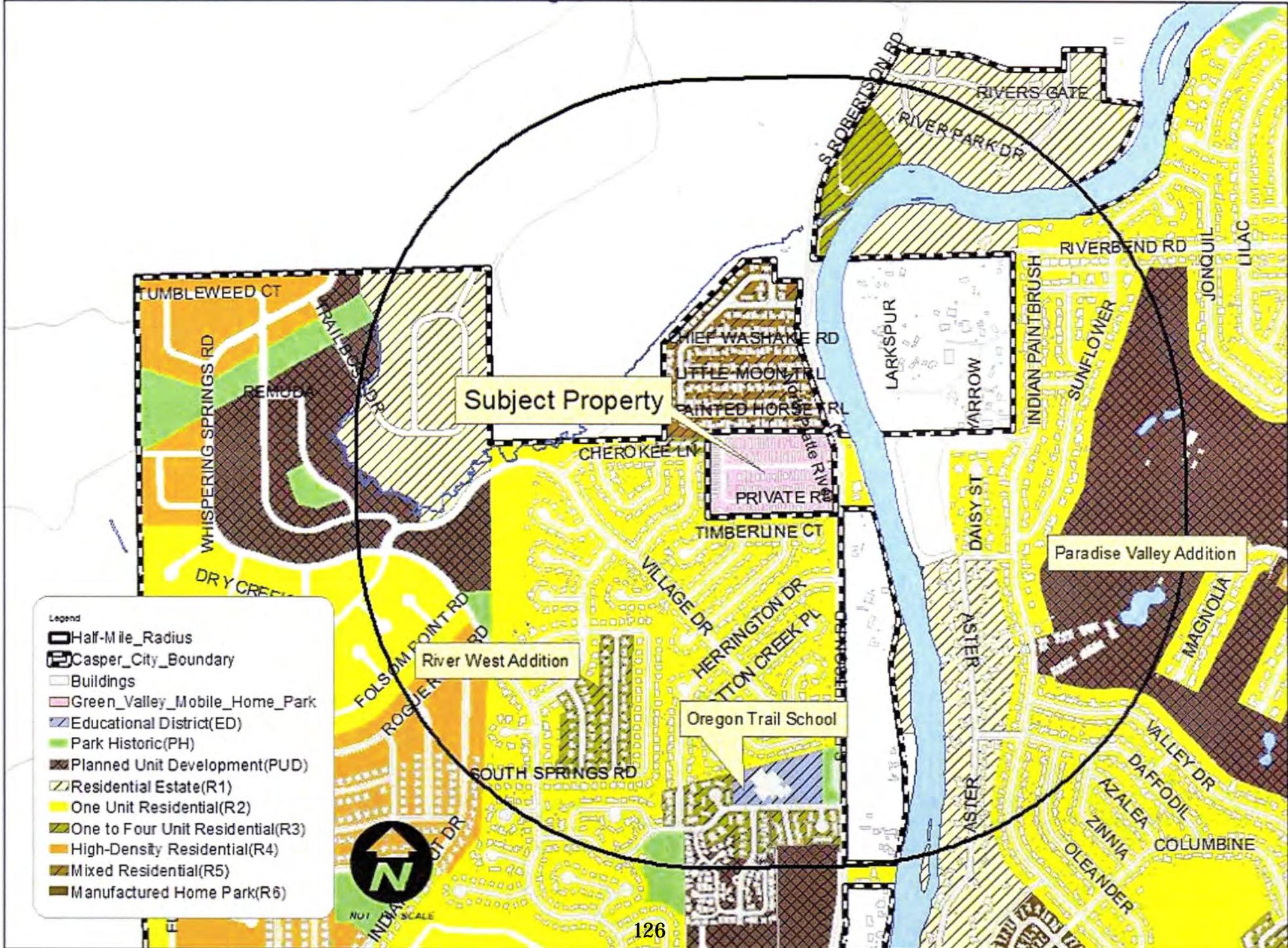

Fleur D. Tremel
City Clerk



CITY OF CASPER, WYOMING
A Municipal Corporation


Charles Powell
Mayor

Green Valley Mobile Home Park Potential Annexation Area



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'

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 COR. common to Sections 14 and 15, bears S72°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, S1°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, N88°37'55"E, 35.39 feet to a point; thence S18°29'50"E, 14.24 feet to a point; thence N71°29'38"E, 15.00 feet to a point; thence S17°53'38"E, 5.99 feet to the beginning of a curve; 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 S10°18'23"E, 170.99 feet to the end of said curve; thence S89°30'25"W, 9.76 feet to a point; thence S0°29'54"E, 16.90 feet to a point; thence S89°30'10"W, 25.00 feet to a point; thence S0°29'50"E, 50.00 feet to a point; thence N89°30'10"E, 25.00 feet to a point; thence S0°29'41"E, 15.52 feet to a point; thence N89°30'06"E, 10.00 feet to a point; thence S0°29'50"E, 170.00 feet to a point; thence S89°30'26"W, 10.00 feet to a point; thence S0°29'52"E, 16.00 feet to a point; thence S89°30'16"W, 20.00 feet to a point; thence S0°29'46"E, 50.00 feet to a point; thence N89°30'16"E, 20.00 feet to a point; thence S0°29'43"E, 14.00 feet to a point; thence N89°30'26"E, 10.00 feet to a point; thence S0°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, S88°36'12"W, 950.26 feet to the southwesterly corner of said Parcel and southwesterly corner of Lot 146, River West Estates; thence along the westerly line of said Parcel and the easterly line of said River West Estates, N0°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, N0°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, N88°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

APPROVALS

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

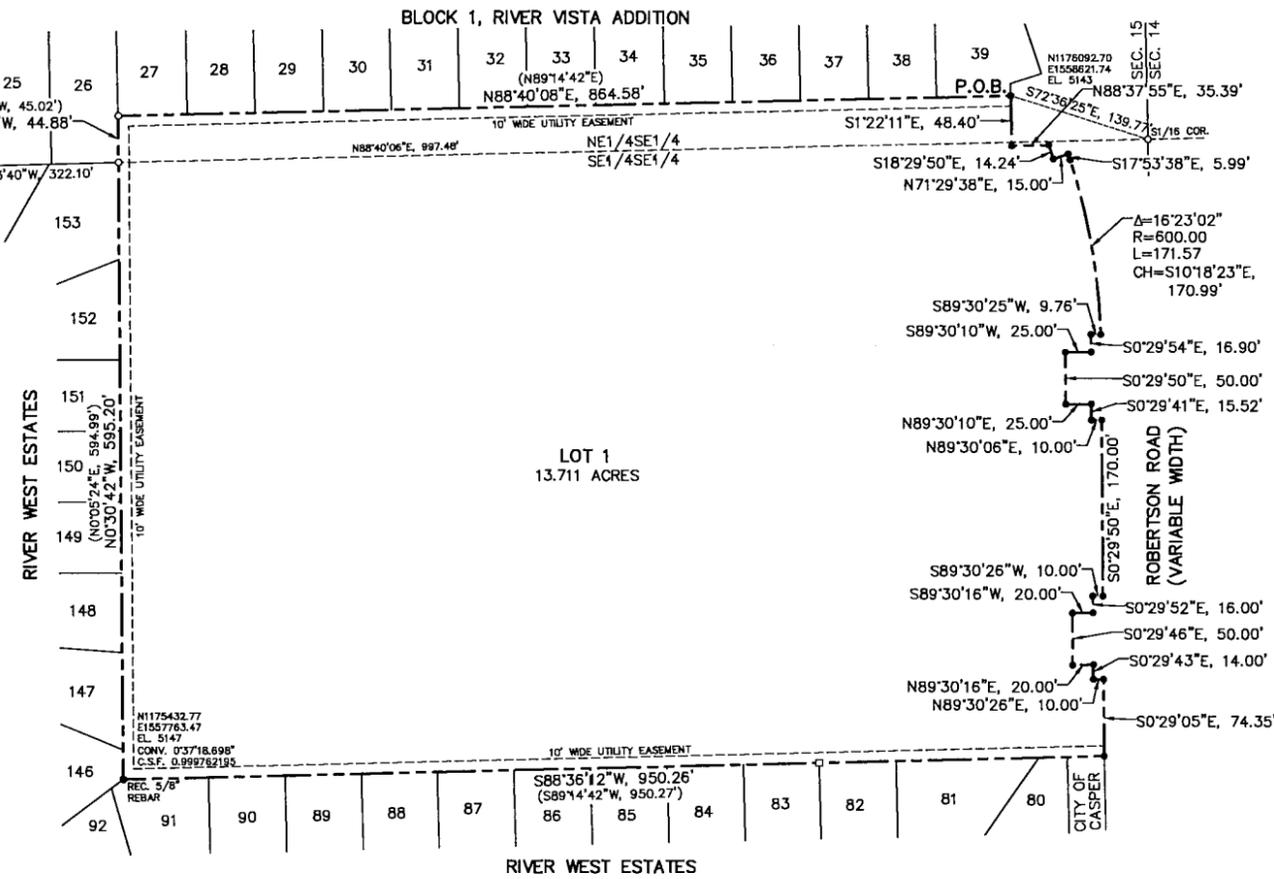
Attest: _____
Town Clerk Mayor

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

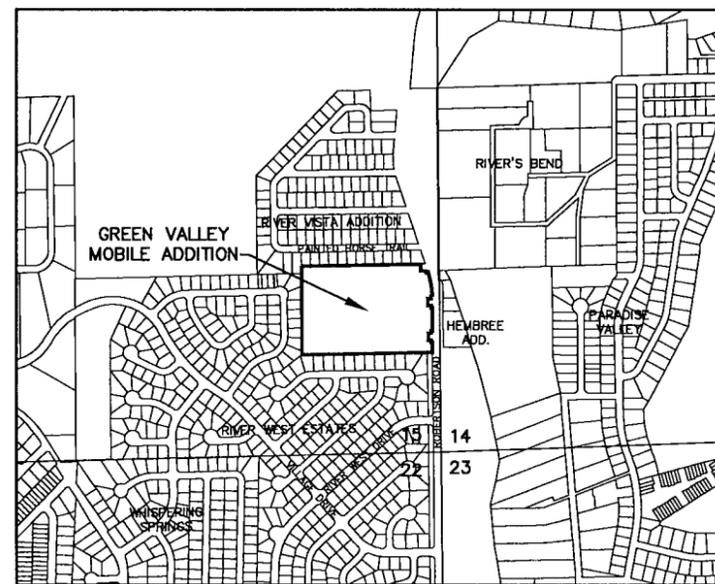
City Engineer

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

City Surveyor



LEGEND:
RECOVERED BRASS CAP ○
RECOVERED ALUMINUM CAP □
SET BRASS CAP ●
MEASURED RECORD S87°59'46"W, 83.36'
ANNEXATION BOUNDARY (S89°14'42"W, 950.27')
EASEMENT - - - - -



LOCATION AND VICINITY MAP
SCALE: 1"=600'



ENGINEERING • SURVEYING
200 PRONGHORN, CASPER, WY, 82601
W.D. NO.: 14694-03 DATE: 6-25-19 FILE NAME: GREEN VALLEY MOBILE ANNEX

**2018 TAX LEVIES NATRONA COUNTY
TAXING DISTRICTS**

DISTRICT DIST #	CASPER							
	CASPER 150	EDGERTON 151	EVANSVILLE 152	MIDWEST 153	MILLS 154	BAR NUNN 155	MOUNTAIN 121	S D #1 120
State School Foundation Program	12.000	12.000	12.000	12.000	12.000	12.000	12.000	12.000
School District #1	-----							
6 mill school levy	6.000	6.000	6.000	6.000	6.000	6.000	6.000	6.000
Operating Levy	25.000	25.000	25.000	25.000	25.000	25.000	25.000	25.000
Recreation Levy	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000
BOCES	0.500	0.500	0.500	0.500	0.500	0.500	0.500	0.500
Bonds & Interest	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
TOTAL SCHOOL DISTRICT	32.500	32.500	32.500	32.500	32.500	32.500	32.500	32.500
Community College	-----							
Operating Levy	4.000	4.000	4.000	4.000	4.000	4.000	4.000	4.000
Additional Operating Levy	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000
BOCES	0.500	0.500	0.500	0.500	0.500	0.500	0.500	0.500
Bonds & Interest	1.890	1.890	1.890	1.890	1.890	1.890	1.890	1.890
TOTAL COMMUNITY COLLEGE	7.390	7.390	7.390	7.390	7.390	7.390	7.390	7.390
Natrona County	-----							
General Fund	12.000	12.000	12.000	12.000	12.000	12.000	12.000	12.000
TOTAL NATRONA COUNTY	12.000	12.000	12.000	12.000	12.000	12.000	12.000	12.000
County Weed & Pest	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000
Municipal Levies	8.000	8.000	8.000	8.000	8.000	8.000		
Sewer, Water & Fire Bonds								
Fire Protection							3.000	3.000
TOTAL LEVY FOR DISTRICT	72.890	72.890	72.890	72.890	72.890	72.890	67.890	67.890

2018 SPECIAL DISTRICTS

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

IMPROVEMENT & SERVICE DISTRICTS	REQUESTED DOLLARS
0123 PURSEL LANDS	\$100.00 PER LOT
0124 LAKEVIEW	\$530.00
0126 WESTLAND PARK	\$250.00
0127 RED BUTTE	\$225.00
0131 RENAUNA	VARIES
0132 SKYLINE RANCHES	VARIES
0136 VISTA WEST/WESTGATE PARK	\$986.00
0137 WEBB CREEK	\$700.00
0139 SANDY LAKE ESTATES	\$100.00
0140 SUNLIGHT	\$100.00
0141 INDIAN SPRINGS	VARIES
0142 THE ASPENS	\$250.00
0143 PARK EAST RANCHETTES	\$40.00
0144 POISON SPIDER	\$625.00
0146 SKYVIEW/COLMAN	\$200.00 PER LOT

UTILITIES

Rocky Mountain Power

Rocky Mountain Power
2840 East Yellowstone Hwy
Casper, WY 82609

Century Link

Century Link
103 North Durbin Street
Casper, WY 82601

Charter

Charter
451 South Durbin Street
Casper, WY 82601

Black Hills Energy

Black Hills Energy
1535 East Yellowstone
Casper, WY 82601

Mountain West Telephone

Mountain West Telephone
123 West 1st Street, Suite C-95
Casper, WY 82601

ORDINANCE NO. 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:

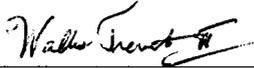
This ordinance shall, pursuant to W. S. § 15-1-408, be in full force and effect on the 21st business day following third reading approval by the City Council, and following publication.

PASSED on 1st reading the ____ 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:

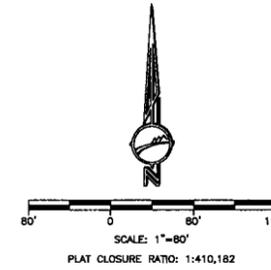
CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Charles Powell
Mayor

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 S87°59'46"W, 83.36'
RECORD (S89°14'42"W, 950.27')
ANNEXATION BOUNDARY EASEMENT

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 SE1/4SE1/4 corner common to Sections 14 and 15, bears S72°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, S1°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, N88°37'55"E., 35.39 feet to a point; thence S18°29'50"E., 14.24 feet to the beginning of a curve; 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 S10°18'23"E., 170.99 feet to the end of said curve; thence S89°30'25"W., 9.76 feet to a point; thence S0°29'54"E., 16.90 feet to a point; thence S89°30'10"W., 25.00 feet to a point; thence S0°29'50"E., 50.00 feet to a point; thence N89°30'10"E., 25.00 feet to a point; thence S0°29'41"E., 15.52 feet to a point; thence N89°30'06"E., 10.00 feet to a point; thence S0°29'50"E., 170.00 feet to a point; thence S89°30'26"W., 10.00 feet to a point; thence S0°29'52"E., 16.00 feet to a point; thence S89°30'16"W., 20.00 feet to a point; thence S0°29'46"E., 50.00 feet to a point; thence N89°30'16"E., 20.00 feet to a point; thence S0°29'43"E., 14.00 feet to a point; thence N89°30'26"E., 10.00 feet to a point; thence S0°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, S88°36'12"W., 950.26 feet to the southwest 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, N0°30'42"W., 595.20 feet to a point and northeasterly corner of Lot 153, River West Estates, and southeasterly corner of Lot 25, 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, N0°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, N88°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

APPROVALS

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

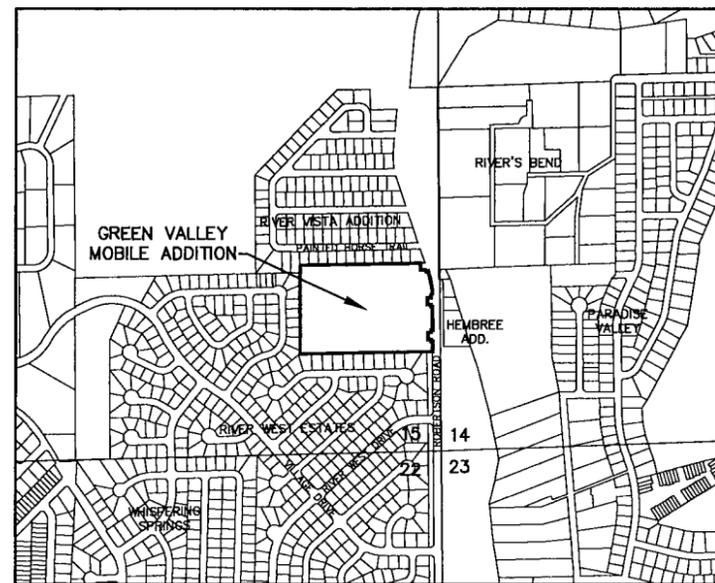
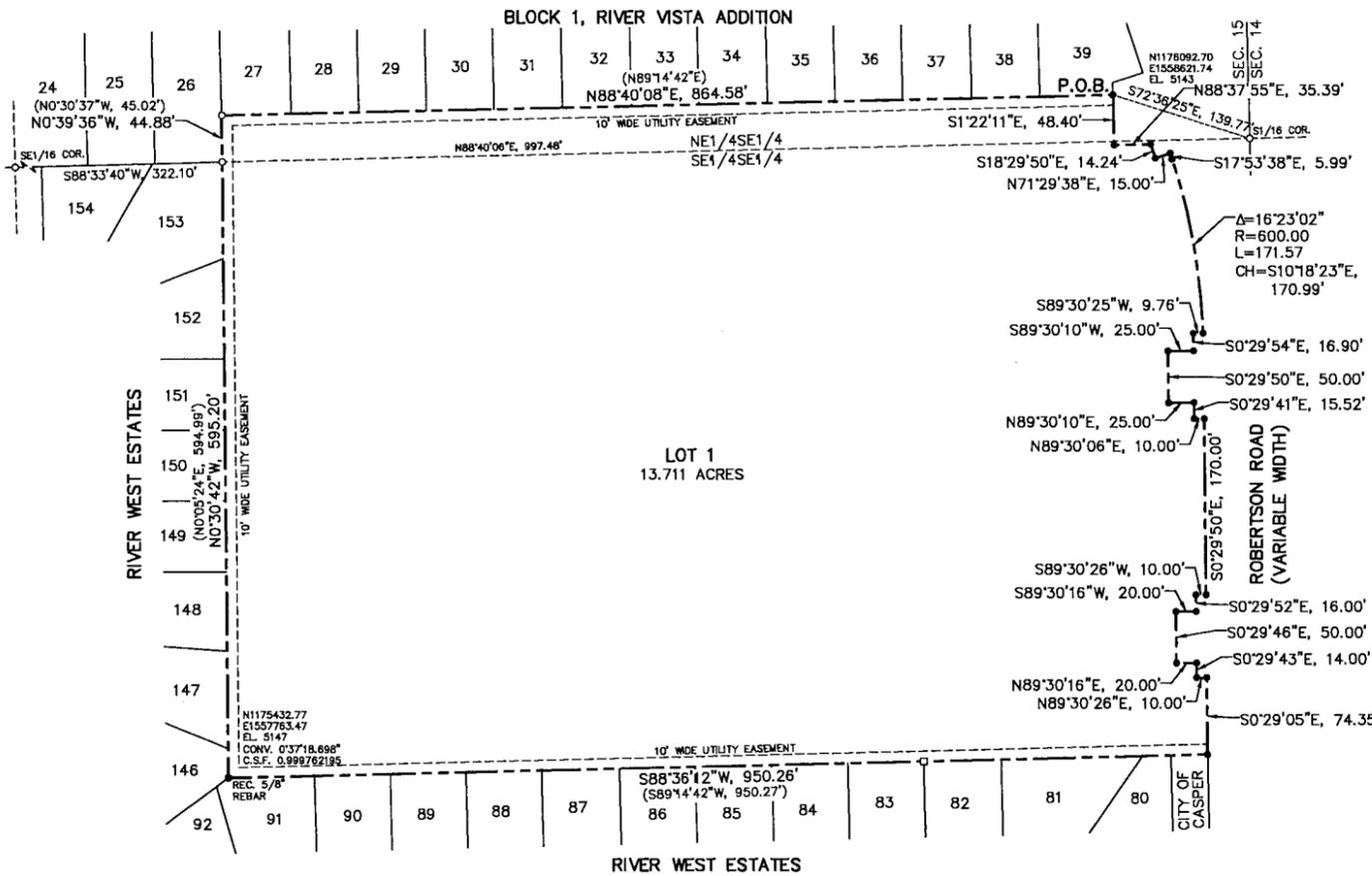
Attest: _____
Town Clerk Mayor

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

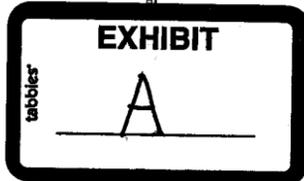
City Engineer

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

City Surveyor



LOCATION AND VICINITY MAP
SCALE: 1"=600'



ENGINEERING • SURVEYING
200 PRONBORN, CASPER, WY. 82601
W.D. NO.: 1469402 DATE: 6-25-19 FILE NAME: GREEN VALLEY MOBILE ANNEX

August 14, 2019

MEMO TO: J. Carter Napier, City Manager 
FROM: Tom Pitlick, Financial Services Director 
SUBJECT: Amendment to the Fiscal Year 2020 Budget

Meeting Type & Date:
Regular Council Meeting
August 20, 2019

Action type:
Public Hearing
Resolution

Recommendation:
That Council, by Resolution, authorize an amendment to the Fiscal Year 2020 Budget

Summary:
The Municipal Budget Act, Section 16-4-108, prohibits the expenditure or encumbrance of any money in excess of the amounts provided in the budget for each department. To comply with this requirement, City Council may authorize an adjustment of budgets.

The budget amendment being proposed would be the first amendment to the originally adopted Fiscal Year 2019-2020 budget. This amendment has the primary component of providing expenditure authority for purchases/projects budgeted in the Fiscal Year 2018-2019 budget but not contractually obligated as of June 30, 2019, at which time budgetary authority lapsed. It is now necessary to re-budget these planned expenditures in order to “carry over” the expenditure authority into the Fiscal Year 2019-2020 budget. To be clear, these “carry over” requests are for purchases/projects previously approved by Council to be paid by unspent Fiscal Year 2018-2019 dollars. The total amount of “carry over” requests equal \$18,706,244.

A second component of the budget amendment request is for expenditure authority to cover costs that were either unanticipated, misappropriated, or missed during the Fiscal Year 2019-2020 budget preparation. Some of these additional costs will be covered through unanticipated revenues while the remainder will come from budget transfers or available unassigned cash within the appropriate funds. The net impact of the supplemental funding needed equals \$1,033,217. The primary contributor to this amount is in the Capital Fund where \$375,000 is included for allocation of 1% #16 funds previously designated by Council but not budgeted, and approx. \$420,000 for prior year approved projects for which funding was not carried forward.

Financial Considerations:
“Carry Over” funding requests total \$18,706,244. Net impact to projected fund balances = \$0 as expenditures were accounted for in the previous budget cycle.

Supplemental budget requests total \$1,033,217. Net impact, after application of unanticipated revenues and budget transfers, to various funds are as follows:

General Fund	= \$(30,192)
Opportunity Fund	= \$315,000
Capital Fund	= \$134,812
Weed & Pest	= \$ 55,000
Water Fund	= \$ 9,542
Sewer Fund	= \$146,044
Refuse Fund	= \$ 32,247
Hogadon Fund	= \$ (68,006)
Recreation Fund	= \$ 20,814
Parking Garage Fund	= \$ 6,000
PSCC Fund	= \$411,956

Oversight/Project Responsibility:

Tom Pitlick, Financial Services Director
Evan Condelario, Budget/Accounting Supervisor

Attachments:

Attachment A – Supplemental Funding Requests
Attachment B – Carry Over Funding Requests
Budget Amendment Resolution

ATTACHMENT A			
FY 2020 BUDGET AMENDMENT #1			
SUPPLEMENTAL FUNDING REQUESTS			
	SUPPLEMENTAL FUNDING REQUESTED	DESCRIPTION	FUNDING SOURCE
General Fund			
Parks & Rec - Cemetery	\$ 12,000.00	two additional seasonals	Hogadon staff reduction svg
- Parks	\$ 5,000.00	contract to clean statutes	
Meter Services	\$ 120,000.00	Water meter purchases omitted from budget	Offset thru Internal Service
Internal Services Revenue	\$ (120,000.00)		Revenue from Water Fund
Transfers Out	\$ (47,192.00)		
Total General Fund	\$ (30,192.00)		
Opportunity Fund	\$ 315,000.00	Hogadon parking lot paving	Transfer from Capital Fund
Total Opportunity Fund	\$ 315,000.00		
CDBG	\$ 20,608.00	Federal Grant Expenses	Grant
	\$ (20,608.00)	Federal Grant Revenue	
Total CDBG	\$ -		
Capital Fund			
Revenue - Transfers In	\$ (315,000.00)	Funding for paving of Hogadon Pkg Lot	From Opportunity Fund
Light Equipment	\$ (55,000.00)	To move budgeted expenditure to W&P	Trans. budget to Weed&Pest
Technology Replacement	\$ (411,956.00)	To move budgeted expenditure to PSCC	Transfer budget to PSCC
	\$ 1,497,085.00	Platte River Restoration - 1st St. Reach	WWNRT Grant
	\$ (1,497,085.00)	Platte River Restoration - 1st St. Reach	WWNRT Grant
	\$ 10,000.00	Platte River Restoration - 1st St. Reach	Offset with grant revenue
1% - #16	\$ 375,000.00	Platte River Trails Trust 1st year allocation	1% #16 available funds
	\$ 5,000.00	Spay & Neuter Event funding	1% #16 available funds
1% - #15	\$ 418,518.00	Needed to complete approved projects	1% #15 available funds
	\$ 108,250.00	BowMac System & two new canines - Police	1% #15 available funds
Total Capital Funds	\$ 134,812.00		
Weed & Pest Fund	\$ 55,000.00	Purchase of Mowing Equipment	Transfer from Capital Fund
Total Weed & Pest	\$ 55,000.00		
Water	\$ (125,458.00)	Bulk Water	NA
	\$ 15,000.00	Bureau of Reclamation water contract	Available Fund Balance
	\$ 120,000.00	Internal Services - Meter Services	Available Fund Balance
Total Water Fund	\$ 9,542.00		
Sewer	\$ 146,044.00	Post budget adj. to personnel and IC's	Available Fund Balance
Total Sewer Fund	\$ 146,044.00		
Refuse Fund	\$ 1,683.00	Add'l funding needed for AVL replacement	Available Fund Balance
	\$ 13,664.00	Add'l funding needed for Street Sweeper	Available Fund Balance
	\$ 16,900.00	Street Sweeper extended maint X 2	Available Fund Balance
Total Refuse Fund	\$ 32,247.00		
Hogadon	\$ (68,006.00)	Elimination of P&R Worker IV	Staff reduction
Total Hogadon	\$ (68,006.00)		
Recreation	\$ 20,813.72	Asst. Rec Coordinator position from PT to FT	Hogadon staff reduction svg
Total Recreation	\$ 20,813.72		
Parking Garage	\$ 6,000.00	Ticket Machine at Parking Structure	Available Fund Balance
Total Parking Garage	\$ 6,000.00		
PSCC Fund	\$ 411,956.00	911 phone system and Smart 911	Transfer from Capital Fund
Total PSCC Fund	\$ 411,956.00		
NET SUPPLEMENTAL FUNDING REQUESTED	\$ 1,033,216.72		

ATTACHMENT B		
FY 2020 BUDGET AMENDMENT #1		
CARRY OVER FUNDING REQUESTS		
	CARRY OVER	
	FUNDING	
	REQUESTED	DESCRIPTION
General Fund		
Fire	\$ 10,000.00	Workstation Computer Replacement
Total Fire	\$ 10,000.00	
Perpetual Care		
	\$ 321,847.32	CEC Fire Protection System
	\$ 82,184.00	CEC LED Lights
	\$ 8,000.00	Ice Arena Rental Skates
	\$ 9,707.00	CEC Concrete Repairs
	\$ 45,000.00	CEC Roof Snow Guards
Total Perpetual Care	\$ 466,738.32	
MPO		
	\$ 80,000.00	Chamberlain Road Access Study
	\$ 20,000.00	Bike/Ped Plan Update
	\$ 100,000.00	Wayfinding Master Plan
	\$ 60,163.03	Evansville Traffic Studies
	\$ 43,580.03	Aerial Flight
	\$ 30,163.03	Westwinds Land Use
	\$ 100,163.03	Casper Transportation Study
	\$ 60,163.04	Bar Nunn and County Corridor Study
	\$ 55,163.04	Mill Main St. Corridor Study & Plan
Total MPO	\$ 549,395.20	
Capital Projects		
	\$ 53,759.00	GE Orbit Radios - traffic network
	\$ 112,409.93	Platte River Revival
	\$ 432,137.50	Traffic Striper
	\$ 726,168.28	North Platte River Restoration
	\$ 206,963.48	North Platte River Restoration
	\$ 442,235.85	Misc. Concrete Repairs
	\$ 2,347,152.24	Midwest Ave - David to Poplar
	\$ 250,206.01	Paradise Valley Pool Improvements
	\$ 101,774.16	Residential Crack Sealing Project
	\$ 38,340.19	Small Equipment Purchases - Streets
	\$ 120,109.79	Highland Park Cemetery Irrigation Improve.
	\$ 211,008.15	Platte River Revival
	\$ 24,458.45	Park Improvements - Fall Material
	\$ 12,831.89	Tyler Equipment Funding
	\$ 23,310.04	CEC Box Office Compliance
	\$ 9,255.02	Fire Station #5 Equipment Needs
	\$ 200,000.00	Ash St. HVAC Improvements
	\$ 12,619.92	City Hall Sewer Rehab

	\$ 116,895.00	Mid Size Police Utility Vehicle X3
	\$ 70,048.00	1/2 Ton Pickup X2
	\$ 20,000.00	Educ. & Gov't Access Cable Channel
	\$ 67,901.49	Platte River Trails Trust Funding
	\$ 1,844.00	Golf Course Bldg. Maint.
	\$ 1,328,667.49	Ice Arena Ice Chiller
	\$ 15,000.00	Senior Center Entry Doors and Flooring
	\$ 1,324.91	Copier, Computer, Truck Hardware (Code Enf.)
	\$ 11,693.28	FY18 Park Lighting Upgrades
	\$ 57,000.00	Vehicle and Plow Purchase
	\$ 792,222.70	FY 16 Lake MacKensie Pathway
	\$ 22,938.00	Golf Course Aerator
	\$ 65,000.00	Mini Skid Steer - Weed and Pest
	\$ 256,905.17	Community Projects 1% #15
Total Capital Projects	\$ 8,152,179.94	
Water	\$ 230,000.00	Water Master Plan
	\$ 24,649.00	3/4 Ton Pickup
	\$ 47,063.00	One Ton Pickup
	\$ 912,502.58	West Casper Zone II Water Line
	\$ 997,169.50	CY Booster Station
	\$ 3,394,367.98	10 MG Reservoir Renovations
Total Water	\$ 5,605,752.06	
Sewer	\$ 9,258.00	Sunflower Pump Panel Replacement
	\$ 439.68	Tyler Equipment Funding
Total Sewer	\$ 9,697.68	
Wastewater Treatment Plant	\$ 630,000.00	MCC Replacement Projectg
	\$ 1,199,984.00	Secondary Rehabilitation Project
	\$ 50,000.00	PW1 Strainer Replacement
	\$ 20,000.00	Utility Cart Replacement
	\$ 41,000.00	UV Disinfection System Equip.
	\$ 60,000.00	Primary Sludge Pump Replacement
	\$ 743.88	Tyler Equipment Funding
Total Wastewater Treatment Plant	\$ 2,001,727.88	
Refuse	\$ 157,209.16	Crane Truck Replacement
	\$ 49,800.00	Zonar Installation
	\$ 300,539.40	Street Sweeper Replacement
	\$ 210,000.00	Asphalt Improvements
	\$ 53,541.50	FY 19 River Restoration - Cleanup/Const. Adm
	\$ 1,115.82	Tyler Equipment Funding
Total Refuse	\$ 772,205.88	
Balefill	\$ 214,067.00	Ejection Ram System Extension
	\$ 26,000.00	Biosolids Facility Infrastructure Improve
	\$ 60,000.00	Thermal Monitors for Compost Yards
	\$ 7,170.00	Fiber Optic Cable Install-Security Gates/Doors
	\$ 309,040.00	Litter Fence Improvements

	\$ 743.88	Tyler Equipment Funding
	\$ 41,573.93	Zonar Installation
	\$ 270,000.00	Asphalt Improvements
Total Balefill	\$ 928,594.81	
Parking Garage	\$ 19,025.22	Lighting and Security Cameras
Total Parking Garage	\$ 19,025.22	
Health Fund	\$ 1,804.50	Wellness Programs (paid by CIGNA)
	\$ (1,804.50)	Revenue anticipated from CIGNA
Total Health Fund	\$ -	
Metro Animal Shelter	\$ 190,926.80	Shelter Improvements
Total Animal Shelter	\$ 190,926.80	
TOTAL CARRY OVER REQUESTED	\$ 18,706,243.79	

RESOLUTION NO. 19-171

A RESOLUTION AMENDING THE CURRENT BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2020
(FIRST AMENDMENT TO THE ORIGINAL ADOPTED BUDGET)

Be It Resolved by the Council of the City of Casper, Wyoming

Section 1. Following notice published August 7, 2019, and the public hearing held August 20, 2019, the originally adopted Fiscal Year 2020 budget is amended as set out herein and in the detail by fund type and activity that supports this resolution which was considered at that hearing:

	Total Budget as certified or last amended	Current Amendment BA #1	Total Budget after Current Amendment	Amendment Funding Source(s)
Revenues & Other Financing Sources				
Taxes	22,833,535	0	22,833,535	
Licenses & Permits	6,238,998	0	6,238,998	
Intergovernmental	12,835,866	0	12,835,866	
Fines and Forfeits	1,129,118	0	1,129,118	
Charges for Services	5,196,957	120,000	5,316,957	Meter reimb. from Water Fund
Interest	359,542	0	359,542	
Miscellaneous	334,651	0	334,651	
Operating Transfers	0	0	0	
Total Revenues and Other Sources	48,928,667	120,000	49,048,667	
Expenditures & Other Financing Uses				
Public Safety	26,105,452	10,000	26,115,452	budget carry over
Public Works	4,684,179	0	4,684,179	
Health and Social Services	1,139,094	0	1,139,094	
Culture and Recreation	2,909,414	17,000	2,926,414	Hogadon savings
General Government	9,171,412	120,000	9,291,412	Meters - reimb. from Water Fund
Transfers Out	5,269,940	(47,192)	5,222,748	Hogadon staff reduction impact
Total Government Activities Expenditures	49,279,491	99,808	49,379,299	
Business Type / Enterprises				
Weed & Pest	588,677	55,000	643,677	Budget transfer from Capital Fund
CDBG	37,000	0	37,000	
Revolving Land Fund	25,294	0	25,294	
Perpetual Care	646,375	466,738	1,113,113	budget carry over
Police Grants	261,888	0	261,888	
Special Fire Assistance	156,100	0	156,100	
CATC	2,029,966	0	2,029,966	
MPO	1,416,913	549,395	1,966,308	carry over grant \$\$
Local Assessment Districts	3,001	0	3,001	
Capital Projects	17,205,313	8,286,992	25,492,305	\$134,812 unassign. cash; bal c/o
Opportunities Fund	10,962	315,000	325,962	Budget transfer from Capital Fund
Water	15,444,660	5,615,294	21,059,954	\$9,542 unassign. cash; bal. c/o
Sewer	7,582,969	155,742	7,738,711	\$146,044 unassign. cash; bal. c/o
WWTP	14,245,176	2,001,728	16,246,904	budget carry over
Refuse Collection	7,612,499	804,453	8,416,952	\$32,247 unassign. cash; bal. c/o
Balefill	9,725,790	928,595	10,654,385	budget carry over
Aquatics	1,175,066	0	1,175,066	
Golf Course	751,049	0	751,049	
Ice Arena	643,201	0	643,201	
Hogadon	926,349	(68,006)	858,343	staff reduction
Casper Events Center	1,109,535	0	1,109,535	
Parking	35,418	25,025	60,443	\$6k unassigned cash; bal. c/o
PSCC	2,685,085	411,956	3,097,041	Budget transfer from Capital Fund
CWR Water System	3,349,604	0	3,349,604	
Casper Recreation Center	1,418,068	20,814	1,438,882	Hogadon staff reduction svgs
Redevelop Loan Fund	67,000	0	67,000	
Fleet Maintenance	2,460,784	0	2,460,784	
Buildings & Structures	965,061	0	965,061	
Employee Health Insurance	8,280,958	0	8,280,958	
Property and Liability Insurance	2,132,806	0	2,132,806	
Metro Animal Shelter	753,157	190,927	944,084	budget carry over
CWR Water System Agency	0	0	0	
Total Gov Activities & Business Expenditures	153,025,215	19,859,460	172,884,675	

Passed this _____ day of _____
(Day) (Month/Year)

APPROVED AS TO FORM:

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D.Tremel
City Clerk

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:

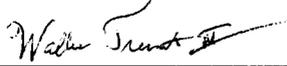
This ordinance shall be in full force and effect from and after passage on three readings and publication pursuant to law.

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

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

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

APPROVED AS TO FORM:



ATTEST:

Fleur D. Tremel
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Charles Powell
Mayor

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 ____ day of _____, 2019.

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

APPROVED AS TO FORM:



ATTEST:

Fleur D. Tremel
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Charles Powell
Mayor

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, ~~laundry or dry cleaning service, septic tank cleaning service, amusements, public baths, massage treatments body art and permanent cosmetic establishments,~~ supervision and care of children ~~or the aged, restroom facilities~~ 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. Ten dollars for public showers, laundries, dry cleaning establishments, places for the care of the aged, and temporary food establishments. For the purpose of this subsection, temporary food establishments are defined as those operating at a fixed location for a period of time not exceeding fourteen consecutive days and in conjunction with a single event or celebration.~~
21. 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;
32. Twenty-five dollars for ~~mobile home parks,~~ campground facilities, motels, hotels, bed and breakfasts and body art and permanent cosmetic establishments; ~~and roominghouses;~~

- 43. Fifty dollars for child day-care facilities;
- 5. ~~One hundred twenty-five dollars for septic tank cleaning services;~~
- 6. ~~Deleted.~~
- 74. One hundred dollars for bars. If a bar provides food, an additional license fee of twenty-five dollars is required;
- 85. One hundred dollars for restaurants. If a restaurant provides alcoholic liquor or malt beverages, an additional license fee of twenty-five dollars is required;
- 9. ~~One hundred dollars for fountains;~~
- 106. 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.

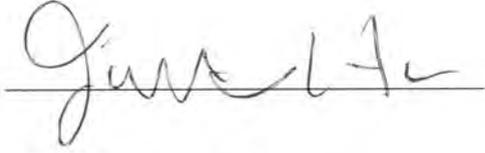
This Ordinance shall be effective _____, 2019.

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

PASSED on 2nd reading the ___ day of _____, 2019

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

|
APPROVED AS TO FORM:



A handwritten signature in cursive script, appearing to read "Fleur D. Tremel", is written over a horizontal line.

ATTEST:

Fleur D. Tremel
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Charles Powell
Mayor

July 25, 2019

MEMO TO: J. Carter Napier, City Manager 
FROM: Andrew Beamer, Public Services Director 
SUBJECT: Rescind the Previously Authorized Revocable License Agreement and Authorize a new Revocable License Agreement with Jeff McDonald for Maintenance of a Deck

Meeting Type & Date
Regular Council Meeting
August 20, 2019

Action Type
Resolution

Recommendation
That Council, by resolution, rescind the previously authorized revocable license agreement and authorize a new revocable license agreement with Jeff McDonald for maintenance of a deck within City-owned property.

Summary
The City of Casper authorized a revocable license agreement with Jeff McDonald at their May 21, 2019, Council meeting. The license agreement allowed the property owner, Jeff McDonald, to continue to maintain his deck, a portion of which was inadvertently built over City property. The license agreement approved by Council mistakenly included a provision that was removed during negotiations with the property owner. This new agreement has this provision removed. The license agreement allows the property owner, Jeff McDonald, to continue to maintain his deck at 1803 Begonia, Casper 82604, with the provision that the City may revoke the license with 60-days' notice. Mr. McDonald is also responsible for all costs associated with maintenance and restoration of the property should the license agreement be revoked.

Financial Considerations
Mr. McDonald previously paid \$2,500 for the license agreement.

Oversight/Project Responsibility
Andrew Beamer, Public Services Director

Attachments
Resolution
Revocable License Agreement

REVOCABLE LICENSE AGREEMENT FOR MAINTENANCE OF A DECK

FOR AND IN CONSIDERATION OF THE SUM OF Two Thousand Five Hundred Dollars (\$2,500), the receipt of which is hereby acknowledged, the CITY OF CASPER, WYOMING, 200 North David, Casper, Wyoming 82601, hereinafter called the "**Licensor**," HEREBY GRANTS A REVOCABLE LICENSE ("**License**") to JEFF MCDONALD, 1803 Begonia, Casper, Wyoming 82804, hereinafter called the "**Licensee**," to maintain, inspect, repair, and remove a deck, hereinafter called the "**Facility**," located upon the following-described land situated in the City of Casper, County of Natrona, State of Wyoming, to-wit:

(See attached Exhibit "A" consisting of one (1) page and Exhibit "B" consisting of one (1) page)

THIS LICENSE is granted upon such express terms and conditions as are hereinafter set forth, and should the Licensee at any time violate any of the said terms and conditions, the Licensor, at its option, may immediately revoke this License; provided, however, Licensor first gives notice to Licensee of the alleged violation and provides to Licensee a reasonable opportunity to cure or rectify the alleged violation.

THIS LICENSE is subject to the following conditions:

1. Abandonment. If Licensee removes the Facility at any time for purposes other than maintenance or repair, this License shall be considered abandoned by the Licensee and automatically terminate.
2. Facility Condition. The work of maintaining, inspecting, repairing, or removing the Facility hereinabove referred to shall be prosecuted and completed in a good and workmanlike manner at the sole expense of the Licensee, and in accordance with good construction practice and the applicable City of Casper Standard Specifications. The Licensee's responsibility shall include, but not be limited to, restoring all surfaces to the same condition they were in prior to the maintenance authorized by this License. The Licensor reserves the right to, but need not, inspect such work in order to ensure compliance with said standards. Such work of maintenance, repair, or removal of the Facility shall be done in such a manner as to not unreasonably interfere with the use of the licensed premises by the Licensor and the general public and in such manner as to in no way endanger the general public in the use of said premises.
3. Title. Licensee hereby acknowledges the title of Licensor to the above described licensed premises, and agrees never to sell, resist, deny or encumber any such title.

4. Indemnification. Licensee agrees to indemnify the Licensor, its elected officials, appointed officials, employees, and duly authorized agents against, and save them harmless from, all liability for damages to property, or injury to, or death of, persons, including the Licensor, its agents and employees, and including all costs and expenses incident thereto arising wholly or in part from, or in conjunction with, existence, maintenance, repair, renewal, operation, use, or removal of the said Facility, to the extent such damage or injury is caused by the acts of Licensee, its agents or employees.

5. Right of Use, Relocation, Revocation and Removal.
 - A. The Licensor reserves the right to use, occupy, and enjoy the Facility in such a manner and at such times as it shall desire, the same as if this instrument had not been executed by them. If any such use shall, at any time, necessitate any change in the location or manner of use of said Facility, or any part thereof, such change or alteration shall be made by the Licensee within a reasonable time at the sole expense of said Licensee, upon the demand of the Licensor and the Licensor shall not be liable to said Licensee on-account thereof, or on account of any damage growing out of any use which the Licensor may make of its Facility.

 - B. In addition to its right to revoke this License for cause, the Licensor shall have the right, at any time, to revoke this License without cause upon giving of not less than sixty (60) days' notice in writing to the said Licensee, and at the expiration of the time limited by said notice or upon the express revocation of this License for any of the causes enumerated herein, the Licensee shall promptly and in the manner directed by the Public Services Director, through the City Manager, remove the Facility and each and every part thereof hereby authorized, from the licensed premises and leave said premises in the same condition in which it was before the installation of the Facility.

 - C. If the Facility, or any portion thereof, is not removed within sixty (60) days of the receipt of the notice, or such additional time as may be granted in writing by the Licensor, then the Facility, or any part thereof, shall be considered to be abandoned and shall become the property of the Licensor. Upon the refusal or failure of Licensee to remove the Facility, when directed, the Licensor may remove the Facility, and each and every part thereof, and restore the premises to the same condition as before the granting of this License, and the Licensee hereby agrees to pay the Licensor the cost of said removal of the Facility or any part thereof.

6. Assignment. In the event the Facility is conveyed to another party, this License may also be assigned to said party, and upon said assignment said party shall become entitled to all of the rights and privileges granted and shall assume all of the obligations and duties herein provided.

7. Reservations. This License is granted to Licensee subject to all existing easements, rights-of-way, covenants, restrictions and reservations.
8. **NO WARRANTY. LICENSOR DOES NOT WARRANT OR REPRESENT THAT THE PREMISES ARE SAFE, HEALTHFUL, OR SUITABLE FOR THE PURPOSES FOR WHICH THEY ARE PERMITTED TO BE USED UNDER THE TERMS OF THIS LICENSE, AND LICENSEE ACCEPTS THE LICENSED PREMISES “AS IS”.**
9. Governmental Claims Act. The Licensor does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming State Statutes Sections 1-39-101, *et seq.* The licensor specifically reserves the right to assert any and all immunities, rights and defenses it may have pursuant to the Wyoming Governmental Claims Act.
10. Entire Agreement. This License contains the entire agreement between the parties hereto, the terms hereof may not be modified in any respect whatsoever unless in writing by both parties under the signature of the duly authorized representative of Licensor.
11. No Partnership, Joint Venture or Third Party Beneficiaries. Nothing herein contained shall constitute a partnership between or joint venture by the Parties hereto or constitute any Party the agent of the others. No Party shall hold itself out contrary to the terms of this Section and no Party shall become liable by any representation, act or omission of the other contrary to the provisions hereof. This License is not for the benefit of any third Party and shall not be deemed to give any right or remedy to any such party whether referred to herein or not.
12. Changes. No modifications to this License may be made unless they are made in writing, signed by both parties, and approved by the City.
13. Waiver. No failure by the City to insist upon the strict performance of any terms or conditions of the License, or to exercise any right or remedy available on a breach thereof, and no acceptance of full or partial fee payments during the continuance of any such breach shall constitute a waiver of any such breach or of any term or condition of this License. No term or condition of this License required to be performed by the Licensee, and no breach thereof, shall be waived, altered, or modified, except by a written instrument executed by all appropriate parties. No waiver of any breach shall affect or alter any term or condition of this License, and such term or condition shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.
14. Reimbursement of Default, Removal and Eviction Action Expenses. Licensee agrees to pay and indemnify the City against all legal costs and charges, and attorney’s fees, in obtaining possession of the licensed premises after a default of the Licensee, or after the

Licensee's default in surrendering possession of the licensed premises, or for the City enforcing any covenant of the License herein contained.

15. Compliance with Laws. Licensee shall comply with all federal, state or local laws and regulations, including all environmental laws. Licensee shall obtain all required permits, permission, licenses, etc. prior to performing any work on any additional work on City property, easements or rights-of-way.
16. Recording. This License shall be recorded in the Natrona County Clerk's office, and the Licensee shall, at Licensor's option, either pre-pay or reimburse the City of Casper for the cost therefor.
17. Notices. Until a different address is provided in a notice to the other party, all notices, demands or requests made by either party to the other which are required or permitted by the provisions of this License shall be in writing and shall be deemed sufficiently given if: (a) delivered by hand (against a signed receipt); (b) mailed by United States certified or registered mail, return receipt requested, postage prepaid); or (c) sent by nationally recognized commercial overnight delivery service at the following addresses:

Licensor
Attn: Jeff McDonald
1803 Begonia
Casper, WY 82604

City of Casper
Attn: Public Services Director
200 North David
Casper, WY 82601

Notwithstanding anything contained in this License to the contrary, any notice required to be given by Licensor or Licensee hereunder shall be deemed to be effective as of the date such notice is received or refused as reflected on said notice.

18. Severability. If any term of this License is found to be void or invalid, such finding shall not affect the remaining terms of this License, which shall continue in full force and effect. The parties agree that if any provisions are deemed not enforceable, they shall be deemed modified to the extent necessary to make them enforceable. Any questions of particular interpretation shall not be interpreted against the draftsman, but rather in accordance with the fair meaning thereof.

IN WITNESS WHEREOF, the CITY OF CASPER, WYOMING, has caused this License to be executed on the ____ day of _____, 2019.

APPROVED AS TO FORM:
(Jeff McDonald - Deck)

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Charles Powell
Mayor

THE UNDERSIGNED, the Licensee mentioned in the foregoing License, hereby accepts the same subject to the terms and conditions contained therein.

WITNESS:

Jeff McDonald

ACKNOWLEDGMENT

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me on the _____ day of _____, 2019, by Charles Powell, as the Mayor of the City of Casper, Wyoming.

Notary Public

My commission expires: _____

STATE OF)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me on the _____ day of _____, 2019, by _____ .

Notary Public

My commission expires: _____



**EXHIBIT "A"
ENCROACHMENT AGREEMENT
Begonia Park**

A parcel of land located within a portion of Block 9, Begonia Park as shown on Platte View Bluffs Subdivision, City of Casper, Wyoming, recorded June 18, 1979, Instrument No. 265361, located within the N½ of Section 14, T.33N., R.80W., 6th P.M., Natrona County, Wyoming, as shown on Exhibit B attached hereto and by this reference made a part hereof, being more particularly described as follows:

Commencing at the southeast corner of the Begonia Park parcel, also being the southwest corner of Lot 26, Block 9, monumented by an "X" in the concrete sidewalk;

Thence N29°03'32"E, along the easterly line of said Park and the westerly line of said Lot 26, a distance of 50.75 feet to the Point of Beginning;

Thence N60°56'28"W, a distance of 5.00 feet to a point;

Thence N29°03'32"E, a distance of 15.50 feet to a point;

Thence S60°56'28"E, a distance of 5.00 feet to a point located on the easterly line of said Park and the westerly line of said Lot 26;

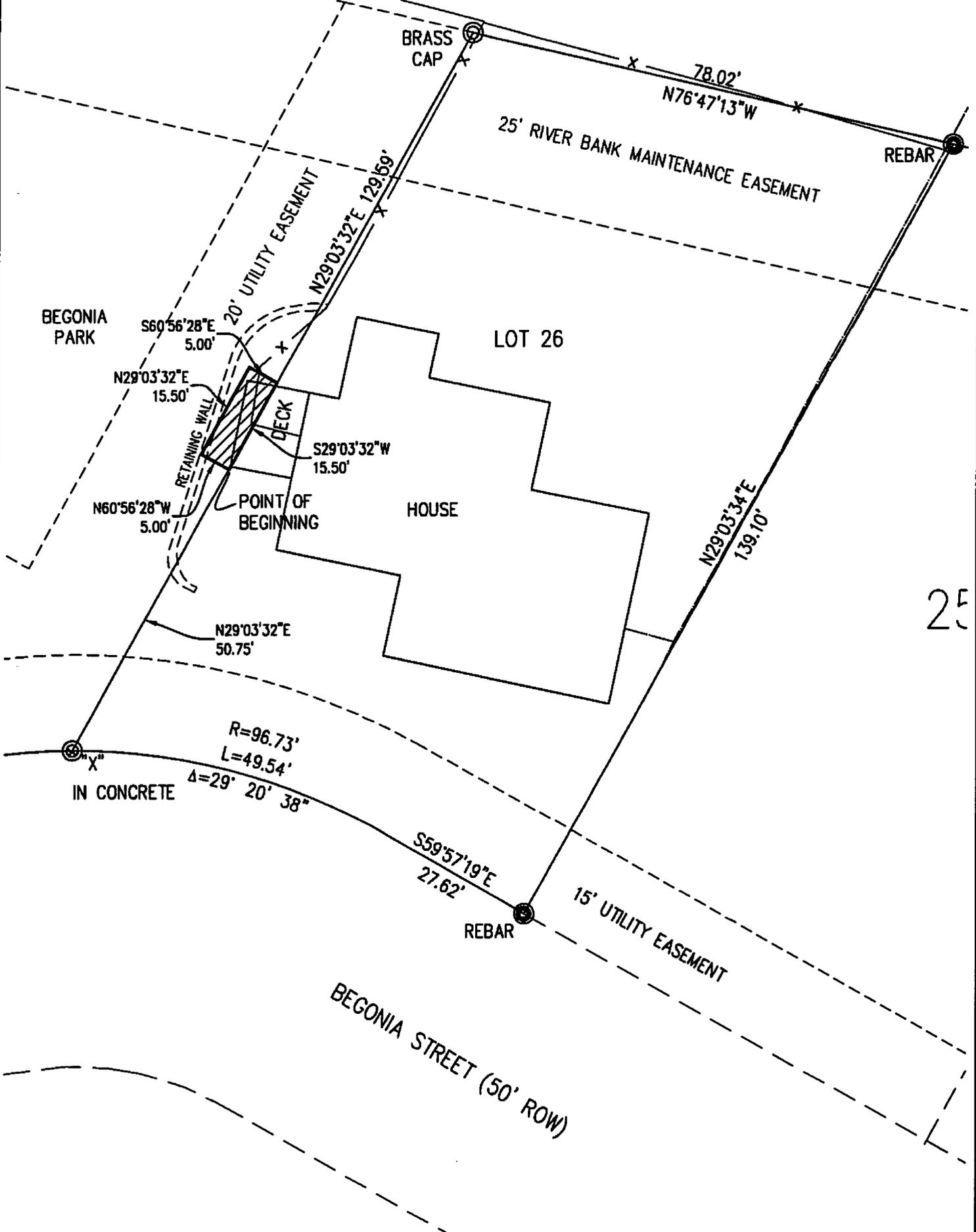
Thence S29°03'32"W, along the easterly line of said Park and the westerly line of said Lot 26, a distance of 15.50 feet to the Point of Beginning.

The above described easement contains 77.50 S.F., more or less, and is subject to all rights-of-way and/or easements, reservations and encroachments which have been legally acquired.

I hereby certify that this description was prepared by me from notes taken during an actual survey made under my direct supervision in February, 2019, and that on the basis of my information, knowledge and belief as a Professional Land Surveyor this description is true and correct.



MODIFICATION IN ANY WAY OF THE FOREGOING DESCRIPTION IS STRICTLY PROHIBITED. I HAVE CAREFULLY REVIEWED THIS INFORMATION AND CERTIFY IT TO BE ACCURATE ON THE BASIS OF MY KNOWLEDGE AND BELIEF. ANY CHANGE, ADDITION OR DELETION OF ANY PART OF THIS DESCRIPTION WILL ACT TO VOID ANY WARRANTY OR RESPONSIBILITY, EXPRESSED OR IMPLIED, THAT I HAVE TOWARD THE SUBJECT PROPERTY.



25



SCALE: 1" = 20'



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

EXHIBIT B
 ENCROACHMENT AGREEMENT
 BEGONIA PARK
 PLATTE VIEW BLUFFS
 Casper, Wyoming
 February, 2019
 W.O. 19-109

M:\Land 2019\Surveying\19-109 McDonald-Begonia Park\Begonia Park.dwg, 2/7/2019, BHI

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.

WHEREAS, Jeff McDonald has requested permission from the City to use City property for maintaining, inspecting, repairing, and removing a deck at 1803 Begonia, Casper Wyoming 82604; and,

WHEREAS, the City of Casper has determined that the use of said City-owned property will not unreasonably interfere with the use thereof by the City or the general public.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the City of Casper agrees to rescind the previously authorized revocable license agreement and that the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a new revocable license agreement with Jeff McDonald for the purpose of using certain City-owned property for maintaining, inspecting, repairing, and removing a deck, more particularly described in said license agreement, and specifically subject to the conditions set forth therein.

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

APPROVED AS TO FORM:

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Charles Powell
Mayor

August 5, 2019

MEMO TO: J. Carter Napier, City Manager 

FROM: Andrew Beamer, P.E., Public Services Director 
Bruce Martin, Public Utilities Manager
Megan Lockwood, WWTP Manager

SUBJECT: Authorizing a Procurement Agreement with DC Frost Associates, Inc., in the amount of \$40,278.48, for 18 wiper kits and associated parts to be used on the Ultra Violet (UV) Disinfection System at the Sam H. Hobbs Wastewater Treatment Plant.

Meeting Type & Date
Regular Council Meeting
August 20, 2019

Action Type
Resolution

Recommendation

That Council, by resolution, authorize a Procurement Agreement with DC Frost Associates, Inc., Walnut Creek, CA, in the amount of \$40,278.48 for 18 wiper kits and associated parts to be used on the UV disinfection system at the Sam H. Hobbs Wastewater Treatment Plant.

Summary

The UV system is used to disinfect the wastewater treatment plant secondary effluent prior to discharge into the North Platte River as required by the Wyoming DEQ discharge permit. The system, put online in 2007, consists of 4 banks of lights each containing 72 lamps contained in quartz sleeves. The sleeves require periodic cleaning which is accomplished by a hydraulic wiper system. The existing wiper system is beyond its ten year life expectancy and is beginning to fail.

It is proposed to purchase the wiper kits and associated parts and utilize City wastewater maintenance staff to install them.

The kits and associated parts are specialty products and there are limited distributors. Two quotes were received. The quotes received are as follows:

<u>Vendor</u>	<u>Amount</u>
DC Frost Associates, Inc	\$40,278.48
UV Doctor Lamps, LLC	\$123,138.00

The low quote for supplying the wiper kits and parts is DC Frost Associates, Inc., Walnut Creek,

California.

Financial Considerations

Funds for the procurement of UV parts will come from the FY19 Wastewater Fund.

Oversight/Project Responsibility

Megan Lockwood, WWTP Manager

Attachments

Resolution

Purchase Agreement with Exhibit "A"

PROCUREMENT AGREEMENT

THIS PROCUREMENT AGREEMENT is made this ____ day of _____ 2019, between the City of Casper, Wyoming, 200 N. David Street, Casper, Wyoming 82601, hereinafter referred to as the "Owner," and, DC Frost Associates, Inc., 2855 Mitchell Drive, Suite 215, Walnut Creek, California 94598, hereinafter referred to as the "Contractor."

NOW, THEREFORE, in consideration of the covenants and conditions set forth herein to be performed, the parties hereby agree as follows:

ARTICLE 1. GOODS AND SERVICES.

Contractor shall furnish the Goods as specified or described in the attached Exhibit "A", pages 1 and 2 as modified. The Goods to be furnished are generally described as follows:

- (16) Wiper Kit
- (2) Wiper Kit with Sensor
- (1) Acti-Clean Gel
- (2) Pack Inter-Wiper Straight Fittings
- (1) Pack Inter-Wiper 90 Degree Elbow Fittings
- (1) Pressure Injector for Acti-Clean Gel

ARTICLE 2. ENGINEER.

The Goods have been specified by the Public Services Department, Public Utilities Division of the City of Casper, Wyoming, referred to as the "Engineer" and who is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer by Owner in connection with the furnishing of the Goods and Special Services in accordance with the Procurement Documents.

ARTICLE 3. POINT OF DELIVERY.

The place where the Goods are to be delivered is defined in the Procurement General Conditions as the point of delivery and designated as:

City of Casper Wastewater Treatment Plant
2400 Bryan Evansville Rd.
Casper WY 82609

ARTICLE 4. CONTRACT TIME.

- 4.1 All Shop Drawings and samples required by the Procurement Documents shall be submitted to Engineer for review and approval within fourteen (14) days after the date of the Owner's Notice of Award.
- 4.2 The Goods are to be delivered to the point of delivery and ready for Owner's acceptance by August 31, 2019.
- 4.3 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Procurement Agreement and that Owner will suffer financial loss if Goods are not delivered at the point of delivery and ready for acceptance of delivery by Owner within the time specified in Paragraph 4.2 above, plus any extension thereof allowed in accordance with the Procurement General Conditions. Further, they recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual losses or damages (including special, indirect, consequential, incidental, and any other losses or damages) suffered by Owner if complete acceptable Goods are not delivered on time. Accordingly, and instead of requiring proof of such losses or damages, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner One Hundred Dollar(s) (\$ 100.00) for each day that expires after the time specified in Paragraph 4.2 for delivery of acceptable Goods. It is further agreed that such liquidated damages are not a penalty, but represent the parties' best estimate of actual losses or damages.

ARTICLE 5. CONTRACT PRICE.

Owner shall pay Contractor in current funds for furnishing the Goods and Special Services in accordance with the Procurement Documents, subject to adjusted freight charges and/or additions and deductions by Change Order, the Contract Price of Forty Thousand Two Hundred Seventy-Eight Dollars and Forty-Eight Cents (\$40,278.48).

ARTICLE 6. PAYMENT PROCEDURES.

Contractor shall submit Applications for Payment in accordance with Article 6 of the Procurement General Conditions. Applications for Payment will be processed through the Engineer as provided in the Procurement General Conditions.

- 6.1 Progress Payments. Owner will make progress payments on account of the Contract Price in accordance with Paragraph 6.3 of the Procurement General Conditions on the basis of Contractor's Applications for Payment as follows:
- 6.1.1 Upon receipt and approval of Shop Drawings, and receipt of the first Application for Payment submitted in accordance with Paragraph 6.1 of the Procurement General Conditions and accompanied by Engineer's recommendation of payment in

accordance with Paragraph 6.2.1 of the Procurement General Conditions, an amount equal to five percent (5%) of the Contract Price.

6.1.2 Upon acceptance of delivery of the Goods, and upon receipt of the second such Application for Payment accompanied by Engineer's recommendation of payment in accordance with Paragraph 6.2.2 of the Procurement General Conditions, an amount sufficient to increase total payments to Contractor to ninety percent (90%) of the Contract Price, less such amounts as Engineer shall determine in accordance with Paragraph 6.2.3 of the Procurement General Conditions.

6.2 Final Payment. Upon furnishing of the Special Services, and upon receipt of the final Application for Payment accompanied by Engineer's recommendation of payment in accordance with Paragraph 6.6 of the Procurement General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer.

ARTICLE 7. INTEREST.

No interest shall be paid by Owner to Contractor on retained funds.

ARTICLE 8. CONTRACTOR'S REPRESENTATIONS.

In order to induce Owner to enter into this Procurement Agreement, Contractor makes the following representations:

- 8.1 Contractor has familiarized himself with the nature and extent of the Procurement Documents, and has given Engineer written notice of all conflicts, errors, or discrepancies that he has discovered in the Procurement Documents and the written resolution thereof by Engineer is acceptable to Contractor.
- 8.2 Contractor has familiarized himself with all local conditions and federal, state, and local laws, ordinances, rules and regulations that in any manner may affect the production and delivery of the Goods and furnishing of Special Services in connection therewith.
- 8.3 Contractor does not require additional information from Owner or Engineer to enable Contractor to furnish the Goods and Special Services at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Procurement Documents, but subject to Contractor's right to request interpretations and clarifications in accordance with Paragraph 9.2 of the Procurement General Conditions.
- 8.4 Contractor has correlated the results of all such examinations, investigations, and resolutions with the terms and conditions of the Procurement Documents.

ARTICLE 9. PROCUREMENT DOCUMENTS.

The Procurement Documents which comprise the entire agreement between Owner and Contractor are attached to this Procurement Agreement, made a part hereof, and consist of the following:

- 9.1 This Procurement Agreement (Pages PAG-1 to PAG-5, inclusive).
- 9.2 Exhibit "A"
- 9.3 Addenda, if applicable.
- 9.4 Certificate of Insurance.
- 9.5 Procurement General Conditions (Pages PGC-1 to PGC-22, inclusive).
- 9.6 Procurement Supplementary Conditions (Pages PSC-1 to PSC-3, inclusive).
- 9.7 Procurement Specifications.
- 9.8 Notice of Award.
- 9.9 Documentation submitted by Contractor prior to Notice of Award (Pages na to na, inclusive).
- 9.10 Shop Drawings and other Submittals furnished by Contractor during performance of the Work and accepted by the Owner.
- 9.11 All modifications, including Change Orders, duly delivered after execution of this Procurement Agreement.
- 9.12 Minutes of Pre-Bid meetings, if any.

ARTICLE 10. MISCELLANEOUS.

- 10.1 Terms used in this Procurement Agreement, which are defined in Article 1 of the Procurement General Conditions, shall have the meanings designated in those conditions.
- 10.2 No assignment by a party hereto of any rights under or interests in the Procurement Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Procurement Documents.

- 10.3 Owner and Contractor each binds himself, his partners, successors, assigns, and legal representatives to the other party hereto, his partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Procurement Documents.
- 10.4 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 reserves the right to assert any and all rights, immunities, and defenses it may have pursuant to the Wyoming Governmental Claims Act.

IN WITNESS WHEREOF, the parties hereto have caused this Procurement Agreement to be executed in one (1) original copy on the day and year first above written.

APPROVED AS TO FORM:

Walter J. [Signature]

ATTEST:

BY: [Signature]
 TITLE: After Market Parts Manager

ATTEST:

BY: _____
 Fleur D. Tremel
 TITLE: City Clerk

CONTRACTOR:

DC Frost Associates, Inc.
 2855 Mitchell Drive, Suite 215
 Walnut Creek, California 94598

BY: [Signature]
 TITLE: President DC Frost Associates, Inc

OWNER:
 CITY OF CASPER, WYOMING
 A Municipal Corporation

BY: _____
 Charles Powell
 TITLE: Mayor

EXHIBIT "A"



DC Frost Associates, Inc
 A Coombs Hopkins Company
 2855 Mitchell Drive, Suite 215
 Walnut Creek, CA 94598

Quotation

Date	Quote #
5/28/2019	102159-R1

Bill To

City of Casper, WY
 Accounts Payable
 200 N. David Street
 Casper, WY 82601

Ship To

City of Casper, WY (Sewer Dept)
 Jim Pike (307-235-7587)
 2400 Bryan Evansville Road
 Casper, WY 82609

E-mail: jpik@cityofcasperwy.com
 Phone: 307-235-7587

Model		Equipment	Project/Serial #	FOB	
UV3000Plus		Trojan	511046	FOB Casper	
Line	Qty	Description	Unit Price	Total	
a	16	Part 327771-A8350, Wiper Kit, UV3+ 8L 3.5	2,191.95	35,071.20	
b	2	Part 327771-A8351, Wiper Kit, UV3+ 8L 3.5 Sensor	2,230.85	4,461.70	
c	1	Part 901507, Acti-Clean Gel (4x1 gallon bottles)	191.50	191.50	
d	2	Part 327027P, Fitting, Inter-wiper Straight (10 per pack)	5.90	11.80	
e	1	Part 327066P, Fitting, Inter-wiper 90 degree elbow (10 per pack)	10.70	10.70	
f	1	Part 327096, Pressure Injector for Acti-Clean Gel	120.00	120.00	
g	1	ESTIMATED FREIGHT ONLY - ACTUAL FREIGHT CHARGES will apply and be added to all invoices. Trojan Freight Quote #4076	411.58	411.58	
NOTES: 1. The Part 326411 Cylinder is included in the above parts. No need to purchase separately.					
Quote Prepared By: Debby Patton			Total:		

PRICES QUOTED HEREIN ARE VALID FOR 30 DAYS.

Payment Terms: Net 30

If prices quoted do not include sales or use tax, such taxes, if required, are to be paid by the Purchaser.

DCF Terms & Conditions apply on all orders (copy available upon request).

*We are pleased to offer our quotation on the equipment or service listed above.
 Please contact us if you have any questions.*

Emails:
debby@chcwater.com
blanca@chcwater.com

Phone: (800) 964-9733
 Fax: (925) 947-6784



DC Frost Associates, Inc
 A Coombs Hopkins Company
 2855 Mitchell Drive, Suite 215
 Walnut Creek, CA 94598

Quotation

Date	Quote #
5/28/2019	102159-R1

Bill To

City of Casper, WY
 Accounts Payable
 200 N. David Street
 Casper, WY 82601

Ship To

City of Casper, WY (Sewer Dept)
 Jim Pike (307-235-7587)
 2400 Bryan Evansville Road
 Casper, WY 82609

E-mail: jpik@cityofcasperwy.com
 Phone: 307-235-7587

Model		Equipment	Project/Serial #	FOB	
UV3000Plus		Trojan	511046	FOB Casper	
Line	Qty	Description	Unit Price	Total	
		<p>5/24/2019 NOTE: THE ADDITIONAL PARTS LISTED ON PAGE 3 OF THE LETTER PREVIOUSLY SENT on 4/29/2019 to Jim Pike HAVE BEEN ADDED TO THE QUOTE #102159-R1</p> <p>2- Jim, please refer to the e-mail letter sent to you on 4/20/2019 regarding additional Parts need to proceed with upgrade (page 3). If all required parts needed to perform the upgrade are not on site/available when Service Tech(s) arrive to do the upgrade, additional charges will apply for parts and labor (TBD by Jeff Rabas).</p> <p>3- The labor quoted to you in the letter dated April 29, 2019 was incorrect. The above pricing of \$18,000 is the correct cost for labor to update 1/2 of your Trojan UV system.</p> <p>Sales Tax</p>	0.00	0.00	
Quote Prepared By: Debby Patton			Total: \$40,278.48		

PRICES QUOTED HEREIN ARE VALID FOR 30 DAYS.

Payment Terms: Net 30

If prices quoted do not include sales or use tax, such taxes, if required, are to be paid by the Purchaser.

DCF Terms & Conditions apply on all orders (copy available upon request).

*We are pleased to offer our quotation on the equipment or service listed above.
 Please contact us if you have any questions.*

Emails:
debby@chcwater.com
blanca@chcwater.com

Phone: (800) 964-9733
 Fax: (925) 947-6784

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 (UV) DISINFECTION SYSTEM AT THE SAM H. HOBBS WASTEWATER TREATMENT PLANT.

WHEREAS, the City has need for the furnishing of eighteen (18) wiper kits and associated parts for use on the UV disinfection system at the Wastewater Treatment Plant to provide service; and,

WHEREAS, the contractor represents that it is ready, willing, and able to provide the kits and associated parts as required by an agreement between the contractor and the City; and,

WHEREAS, the City desires to retain the contractor for furnishing the kits and associated parts.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a procurement agreement with DC Frost Associates, Inc., A Coombs Hopkins Company, 2855 Mitchell Drive, Suite 215, Walnut Creek, California, 94598, for the furnishing of eighteen (18) wiper kits and associated parts.

BE IT FURTHER RESOLVED, that the City Manager is hereby authorized and directed to make payments as set forth in the procurement agreement in an amount not to exceed Forty Thousand Two Hundred Seventy-Eight Dollars and Forty-Eight Cents (\$40,278.48).

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

APPROVED AS TO FORM:



ATTEST:

Fleur D. Tremel
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Charles Powell
Mayor

August 7, 2019

MEMO TO: J. Carter Napier, City Manager 

FROM: Andrew Beamer, P.E., Public Services Director 
Bruce Martin, Public Utilities Manager
Megan Lockwood, WWTP Manager

SUBJECT: Authorizing Amendment No. 1 to the Procurement Agreement with DC Frost Associates, Inc., for the purchase of 18 wiper kits and associated parts to be used on the Ultra Violet (UV) Disinfection System at the Sam H. Hobbs Wastewater Treatment Plant.

Meeting Type & Date
Regular Council Meeting
August 20, 2019

Action Type
Resolution

Recommendation
That Council, by resolution, authorize Amendment No. 1 to the Procurement Agreement with DC Frost Associates, Inc., Walnut Creek, CA, for 18 wiper kits and associated parts to be used on the UV disinfection system at the Sam H. Hobbs Wastewater Treatment Plant.

Summary
The UV system is used to disinfect the wastewater treatment plant secondary effluent prior to discharge into the North Platte River as required by the Wyoming DEQ discharge permit. The system, put online in 2007, consists of 4 banks of lights each containing 72 lamps contained in quartz sleeves. The sleeves require periodic cleaning which is accomplished by a hydraulic wiper system. The existing wiper system is beyond its ten year life expectancy and is beginning to fail.

Staff has negotiated a Procurement Agreement with DC Frost Associates, Inc., in the amount of \$40,278.48 for the parts needed to make the repairs to the hydraulic wiper system. The City's standard procurement agreement contains many standard terms and conditions that do not apply to a parts order. Amendment No. 1 is the mechanism by which these terms and conditions have been modified or removed from the original Agreement. The Agreement and Amendment will be approved concurrently.

Financial Considerations
Funds for the procurement of UV parts will come from the FY19 Wastewater Fund.

Oversight/Project Responsibility
Megan Lockwood, WWTP Manager

Attachments

Resolution

Amendment No. 1 with Attachment "A"

**AMENDMENT NO. 1 TO THE PROCUREMENT AGREEMENT
("AMENDMENT")**

This Amendment to the Procurement Agreement ("Amendment") is entered into on this _____ day of _____, 2019, by and between the following parties:

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

2. DC Frost Associates, Inc. ("Contractor"), 2855 Mitchell Drive, Suite 215, Walnut Creek, California, 94598.

Throughout this document, the City and the Contractor may be collectively referred to as the "parties."

RECITALS

A. On _____, 2019, the City and Contractor entered into a *Procurement Agreement* ("Agreement") for Ultra Violet System parts.

B. The Contractor has requested revisions to the Agreement, General Conditions, and Supplementary Conditions as they are only providing parts, and not services.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto agree by and between them to amend the Contract as follows:

1. INCORPORATION OF RECITALS

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

2. AMENDMENT TO PAGE 2 OF THE AGREEMENT, ARTICLE 4. CONTRACT TIME.

Article 4.1 which begins with "All Shop Drawings" is deleted in its entirety.

Article 4.2 which begins with "The Goods are to be delivered" is changed to the date of October 31, 2019.

Article 4.3 which begins with "Liquidated Damages" is deleted in its entirety.

3. AMENDMENT TO PAGE 2 OF THE AGREEMENT, ARTICLE 6. PAYMENT PROCEDURES.

Article 6. Payment Procedures is deleted in its entirety and replaced with the following:

Payment terms are net 45 days after receipt of the order.

4. AMENDMENT TO PAGE 4 OF THE AGREEMENT, ARTICLE 9. PROCUREMENT DOCUMENTS.

Article 9.4 which begins with "Certificate of Insurance" is deleted in its entirety.

Article 9.10 which begins with "Shop Drawings and other Submittals" is deleted in its entirety.

5. AMENDMENT TO PAGE 4 OF THE STANDARD PROCUREMENT GENERAL CONDITIONS

Article 2.3 Schedules which begins with "Contractor shall, within ten (10) days" is deleted in its entirety.

6. AMENDMENT TO PAGES 5 AND 6 OF THE STANDARD PROCUREMENT GENERAL CONDITIONS

Article 5.1, last sentence, which begins with "All transportation charges" is deleted and replaced with "Contractor shall give 24-hour notice of delivery by contacting the Wastewater Treatment Plant at (307) 235-8479."

Article 5.4 which begins with "Contractor shall deliver the Goods" is deleted in its entirety.

Article 5.4.1 which begins with "Owner will not be obligated" is deleted in its entirety.

Article 5.4.2 which begins with "Owner may by Change Order" is deleted in its entirety.

Article 5.5 which begins with "Owner, accompanied by Engineer" is deleted in its entirety and replaced with "All Trojan parts delivered to the site must be inspected for damage within five (5) business days after receipt by the City. Any parts arriving at the site damaged must be reported to DC Frost Associates, Inc., in writing and including pictures of the damage."

7. AMENDMENT TO PAGES 7, 8, AND 9 OF THE STANDARD PROCUREMENT GENERAL CONDITIONS

Article 6. Applications for Payment is deleted in its entirety and replaced with "Payment terms are net 45 days after receipt of the order."

8. AMENDMENT TO ARTICLE 7 – CONTRACTOR’S RESPONSIBILITIES ON PAGES 11, 12, AND 13 OF THE STANDARD PROCUREMENT GENERAL CONDITIONS

Article 7.6 which begins with “Contractor shall pay all sales” is deleted in its entirety.

Article 7.7 which begins with “Contractor shall also submit to Engineer” is deleted in its entirety.

Article 7.8 which begins with “At the time of each submission” is deleted in its entirety.

Article 7.9 which begins with “Engineer will review and approve” is deleted in its entirety.

Article 7.10 which begins with “When a Shop Drawing or sample” is deleted in its entirety.

Article 7.11 which begins with “Engineer’s review and approval” is deleted in its entirety.

Article 7.13 which begins with “Contractor shall provide Engineer” is deleted in its entirety.

9. AMENDMENT TO ARTICLE 8 – OWNER’S RESPONSIBILITY ON PAGE 13 OF THE STANDARD PROCUREMENT GENERAL CONDITIONS

Article 8.4 which begins with “Owner’s responsibility in respect” is deleted in its entirety and replaced with “All Trojan parts delivered to the site must be inspected for damage within five (5) business days after receipt by the City. Any parts arriving at the site damaged must be reported to DC Frost Associates, Inc., in writing and including pictures of the damage. No reduction in the Contract Price will be allowed if part is replaced in kind.”

Article 8.5 which begins with “Owner shall provide Contractor” is deleted in its entirety.

10. AMENDMENT TO ARTICLE 9 – ENGINEER’S STATUS ON PAGES 13 AND 14 OF THE STANDARD PROCUREMENT GENERAL CONDITIONS

Article 9.3 which begins with “Engineer will have authority to disapprove” is deleted in its entirety and replaced with “All Trojan parts delivered to the site must be inspected for damage within five (5) business days after receipt by the City. Any parts arriving at the site damaged must be reported to DC Frost Associates, Inc., in writing and

including pictures of the damage. No reduction in the Contract Price will be allowed if part is replaced in kind.”

Article 9.4 which begins with “Engineer will be the initial interpreter of the requirements” is deleted in its entirety.

Article 9.5 which begins with “The rendering of a decision by Engineer” is deleted in its entirety and replaced with “Payment terms are Net 45 days.”

Article 9.6 which begins “Engineer will not make visits” is deleted in its entirety.

11. AMENDMENT TO PAGE 15 OF THE STANDARD PROCUREMENT GENERAL CONDITIONS

Article 10 – Changes in the Goods or Special Services is deleted in its entirety and replaced with “If the City requests changes to the order, it must be done in writing, *before* the order has shipped. Once a parts order has been accepted and parts have shipped, the order cannot be changed or cancelled. Refund will be given if Owner pays return shipping and applicable restocking fees.”

12. AMENDMENT TO ARTICLE 12 – CHANGE OF CONTRACT TIME ON PAGE 16 OF THE STANDARD PROCUREMENT GENERAL CONDITIONS

Article 12.1 which begins with “The Contract Time may only be changed” is deleted in its entirety and replaced with “If the City requests changes to the order, it must be done in writing, before the order has shipped. Once a parts order has been accepted and parts have shipped, the order cannot be changed or cancelled. Refund will be given if Owner pays return shipping and applicable restocking fees.”

Article 12.2 which begins with “The Contract Time will be extended” is deleted in its entirety.

13. AMENDMENT TO ARTICLE 13 – WARRANTY AND GUARANTEE; TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE ON PAGES 16, 17, AND 18 OF THE STANDARD PROCUREMENT GENERAL CONDITIONS

Article 13.3 which begins with “Contractor shall give Engineer timely notice” is deleted in its entirety.

Article 13.4 which begins with “If at any time after Owner’s acceptance” is deleted in its entirety and replaced with “All Trojan parts delivered to the sited must be inspected for damage within five (5) business days after receipt by the City. Any parts arriving at the site damaged must be reported to DC Frost Associates, Inc. in writing and including pictures of the damage. No reduction in the Contract Price will be allowed if part is replaced in kind.”

Article 13.5 which begins with "If Contractor fails to take action as required" is deleted in its entirety.

Article 13.6 which begins with "Contractor's responsibility for remedying" is deleted in its entirety and replaced with "Warranty begins when parts are shipped from Trojan's warehouse. See Attachment "A"."

Article 13.7 which begins with "If, at any time Engineer notifies" is deleted in its entirety.

Article 13.8 which begins with "All direct, indirect, and consequential costs" is deleted in its entirety.

14. AMENDMENT TO ARTICLE 14 – SUSPENSION, CANCELLATION, AND TERMINATION ON PAGES 18 AND 19 OF THE STANDARD PROCUREMENT GENERAL CONDITIONS

Article 14.1 which begins with "Owner may, at any time and without cause" is deleted in its entirety and replaced with "Once the order has been accepted and shipped the order cannot be suspended. If the City requests changes to the order, it must be done in writing, before the order has shipped. Once a parts order has been accepted and parts have shipped, the order cannot be changed or cancelled. Refund will be given if Owner pays return shipping and applicable restocking fees.

Article 14.2 which begins with "Owner may, at any time without cause" is deleted in its entirety and replaced with "Once the order has been accepted and shipped the order cannot be suspended. If the City requests changes to the order, it must be done in writing, before the order has shipped. Once a parts order has been accepted and parts have shipped, the order cannot be changed or cancelled. Refund will be given if Owner pays return shipping and applicable restocking fees."

Article 14.3.6 last paragraph which begins "Owner may, after giving Contractor" is deleted in its entirety and replaced with "Once the order has been accepted and shipped the order cannot be suspended. If the City requests changes to the order, it must be done in writing, before the order has shipped. Once a parts order has been accepted and parts have shipped, the order cannot be changed or cancelled. Refund will be given if Owner pays return shipping and applicable restocking fees."

15. AMENDMENT TO PAGES 21 AND 22 OF THE STANDARD PROCUREMENT GENERAL CONDITIONS

Article 16 – Miscellaneous is deleted in its entirety.

16. AMENDMENT TO STANDARD PROCUREMENT SUPPLEMENTARY CONDITIONS

S.C. – 1.0.1 which begins with “The Bid Bond shall be submitted” is deleted in its entirety.

S.C. – 6.3 which begins with “Delete Paragraph 6.3 of the Procurement General Conditions” is deleted in its entirety.

S.C. – 6.5 which begins with “Add the following subparagraph” is deleted in its entirety and is replaced with “All payment terms are Net 45-days.”

S.C. – 6.6 which begins with “Delete Paragraph 6.6 of the Procurement General Conditions” is deleted in its entirety and replaced with “All Trojan parts delivered to the site must be inspected for damage within five (5) business days after receipt by the City. Any parts arriving at the site damaged must be reported to DC Frost Associates, Inc., in writing and including pictures of the damage. No reduction in the Contract Price will be allowed if part is replaced in kind.

S.C. – 15.1 which begins with “Delete the Paragraph 15.1 of the Procurement General Conditions” is deleted in its entirety.

RATIFICATION

The terms and conditions of the Contract, as modified herein, are hereby ratified by the parties and shall remain in full force and effect.

[THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the undersigned duly authorized representatives of the Parties have executed this Amendment as of the day and year above.

APPROVED AS TO FORM

Walter T...

ATTEST

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Charles Powell
Mayor

WITNESS

CONTRACTOR
DC Frost Associates, Inc.
2855 Mitchell Drive, Suite 215
Walnut Creek, California 94598

By: *[Signature]*
Printed Name: *Debra Dalton*
Title: *Aftermarket Parts
MANAGER*

By: *[Signature]*
Printed Name: *Dean Bowser*
Title: *07/31/11*

Equipment Limited Warranty
Casper, WY – Wiper Drive Bar Upgrade

The following terms and conditions will govern the equipment warranty provided by Trojan Technologies to the Owner/Operator:

Period of Coverage: Trojan Technologies ("Trojan") warrants to the Owner/Operator noted above (the "Customer") that if within 12 calendar months from equipment delivery (the "Warranty Period"), equipment manufactured by Trojan (the "Equipment") will be free from defects in material and workmanship and will function in accordance with the specifications agreed to by Trojan for the Equipment.

Customer must notify Trojan in writing within 5 days of the date of any Equipment failure. This notification shall include a description of the problem, a copy of the operator's log, a copy of the Customer's maintenance record and any analytical results detailing the problem. If Customer has not maintained the operator's log and maintenance record in the manner directed in the Operation and Maintenance manual, or does not notify Trojan of the problem as specified above, this warranty may, in Trojan's discretion, be invalid.

If a defect occurs, Trojan will, at its option, repair or replace the defective component free of charge, provided that:

1. Customer fully cooperates with Trojan, in the manner requested by Trojan, in attempting to diagnose and resolve the problem by way of telephone support. If the problem can be diagnosed and verified by telephone support and a replacement part is required, Trojan will either ship at Trojan's expense, a repaired, reworked or new part to the Customer, who will install such part as directed by Trojan, or direct Customer to acquire, at Trojan's expense, such part from a third party and to install such part as directed by Trojan;
2. In the event that Trojan determines that the problem cannot be resolved by way of telephone support and/or shipment by Trojan, or acquisition by the Customer of a replacement part for installation by the Customer, Trojan will send one or more persons to make an onsite inspection of the problem. If an onsite visit is made, Trojan personnel will evaluate the problem and repair or replace any Equipment determined to be in breach of this warranty. If the problem is not attributable to a breach of this warranty, Trojan reserves the right to invoice the Customer for this service; and
3. The Equipment is covered and the failure occurs within the Warranty Period

Trojan will, at its option, use new and/or reconditioned parts in performing warranty repair. Trojan has the right to use parts or products of original or improved design in the repair or replacement.

The products or general components replaced or repaired free of charge under the Equipment Limited Warranty are warranted only for the remaining portion of the original Equipment Limited Warranty Period.

Limitations: This warranty shall not apply to any failure or defect which results from:

- the Equipment not being operated and maintained in strict accordance with instructions specified in the Operation and Maintenance manual or Product Bulletin or which results from mishandling, misuse, neglect, improper storage, improper operation of the Equipment with other equipment furnished by the Customer or by other third parties or from defects in designs or specifications furnished by or on behalf of the Customer by a person other than Trojan.
- Equipment that has been altered or repaired after start-up by anyone except: (a) authorized representatives of Trojan, or (b) Customer acting under specific written instructions from Trojan.
- Use of parts not supplied or approved by Trojan

This warranty does not cover:

- Equipment components manufactured by third parties but furnished to Customer by Trojan are warranted by the original manufacturer, only to the extent of the original manufacturer's warranty
- Normal wear and tear of the product
- Consumable components including but not limited to wiper seals, cleaning chemical, batteries
- Trojan supplied components that are the subject of a separate warranty
- Costs related to removal, installation, or troubleshooting of a component
- Physical damage
- Improper installation
- Acts of God, terrorism, biological infestations, or input voltage that create operating conditions beyond the minimum or maximum limits listed in the Operations Manual including high input voltage from generators and lightning strikes
- Damage caused by improper return packaging
- Taxes, duties or brokerage fees (if any)

This warranty is the exclusive remedy for all claims based on a failure of or defect in the Equipment, whether the claim is based on contract (including fundamental breach), tort (including negligence), strict liability or otherwise. This warranty is in lieu of all other warranties whether written, oral, implied or statutory. Without limitation, no warranty of merchantability or fitness for a particular purpose shall apply to the Equipment.

Trojan does not assume any liability for personal injury or property damage caused by use or misuse of the Equipment. Trojan shall not in any event be liable for special, incidental, indirect or consequential damages including, without limitation, lost profits, lost business opportunities, lost revenue or loss or depreciation of goodwill, even if it has been advised of the possibility thereof. Trojan's liability shall, in all instances, be limited to repair or replacement of Equipment in breach of this warranty and shall not exceed the cost of such repair or replacement. This liability with respect to repair or replacement will terminate upon the expiration date of this warranty.

In addition to the foregoing, in no event shall Trojan's liability relating to the Equipment, or the agreement between Trojan and the Customer relating to the Equipment, exceed that portion of the purchase price for the Equipment which is actually paid to Trojan.

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 (UV) DISINFECTION SYSTEM WIPER KITS.

WHEREAS, DC Frost Associates, Inc., under a procurement agreement, is providing UV disinfection system wiper kits for use at the City of Casper Wastewater Treatment Plant; and,

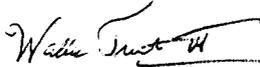
WHEREAS, many of the Agreement terms and conditions do not apply to a standard parts order; and,

WHEREAS, the parties desire to amend the Agreement as described in Amendment No 1.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, Amendment No. 1 to the Procurement Agreement between the City of Casper and DC Frost Associates, Inc., for purchase of the UV disinfection system wiper kits.

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 2, 2019

MEMO TO: J. Carter Napier, City Manager 

FROM: Andrew Beamer, Public Services Director 
Cindie Langston, Solid Waste Manager
Alex Sveda, Associate Engineer

SUBJECT: Authorizing a Contract for Professional Services with Golder Associates, Inc., in the amount not to exceed \$67,604, for amending the Casper Regional Landfill Lifetime Permit, Project No. 19-010.

Meeting Type & Date:

Regular Council Meeting
August 20, 2019

Action Type:

Resolution

Recommendation:

That Council, by resolution, authorize a contract for professional services with Golder Associates, Inc. (Golder), in the amount not to exceed \$67,604, for amending the Casper Regional Landfill (CRL) lifetime permit, Project No. 19-010.

Summary:

The CRL lifetime permit was approved and authorized by the Wyoming Department of Environmental Quality (WDEQ) on April 19, 2016. WDEQ requires submission of permit amendment applications when operational or design changes to the permit are requested. The City of Casper plans to have the permit amendment application to WDEQ no later than January 31, 2020, to obtain WDEQ approval by October 2020. The WDEQ permitting staff requires a nine (9) month review time at a minimum.

There are several revisions to the CRL permit needed by staff, including the following:

- Add designed lined landfill space to assist with minimizing haul distances for mining sand to cover waste.
- Conduct wetlands delineation survey to provide additional waste disposal area.
- Add tire shreds as an approved alternative daily cover.
- Revise Asbestos Handling Plan to include double wrapping asbestos containing material in 4 mL plastic as an alternative to drumming.
- Add several other miscellaneous updates to the operational plan.

Golder.
CRL Permit Amendment for
The Casper Regional Landfill Project No. 19-010.

- Drilling new groundwater wells to separate the unlined landfill cell from the lined landfill cells and biosolids facility.

In addition, WDEQ requires additional buildings to be included/updated in permits. The baler building expansion and the new customer traffic flow needs to be updated in the transfer station permit.

Golder won the contract to prepare the application for the CRL lifetime permit in 2014 through a competitive qualifications process for a cost of \$73,679. Golder has all the figures, tables, GIS data, design data, and permit related documents in their possession, and the Golder staff is most familiar with our landfill operations, landfill design and permit requirements.

Golder's scope of work and costs are attached, The total project cost to prepare a permit amendment application, drill additional groundwater wells, develop subgrade plans for future lined landfill cells, conduct a field wetlands delineation survey to modify the waste boundary to add additional disposal space, and revise the transfer station permit to include updated building information is \$67,604. Staff recommends awarding a professional services contract to Golder Associates to complete this work.

Financial Considerations:

These funds are included in the FY20 Balefill Fund Reserves.

Oversight/Project Responsibility:

Cynthia Langston, Solid Waste Manager

Attachments:

Resolution
Agreement
Exhibit A

CONTRACT FOR PROFESSIONAL SERVICES

PART I - AGREEMENT

This Contract for Professional Services ("Contract") is entered into on this 20th 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. Golder Associates, Inc., 44 Union Boulevard, Suite 300, Lakewood, Colorado 80228 ("Consultant").

Throughout this document, the City and the Consultant may be collectively referred to as the "parties."

RECITALS

A. The City is undertaking a project to prepare a permit amendment application, drill additional groundwater wells, develop subgrade plans for future lined landfill cells, conduct a field wetlands delineation survey to modify the waste boundary to add additional disposal space, and revised the transfer station permit to include updated building information.

B. The project requires professional services for amending the Casper Regional Landfill permit.

C. The Consultant represents that it is ready, willing, and able to provide the professional services to the City as required by this Contract.

D. The City desires to retain the Consultant for such services.

NOW, THEREFORE, in consideration of the covenants and conditions set forth herein to be performed, the parties agree as follows:

1. SCOPE OF SERVICES:

The Consultant shall perform the following services in connection with and respecting the project as described in Exhibit A, Golder Scope of Work and Cost Proposal Table.

2. TIME OF PERFORMANCE:

The services of the Consultant shall be undertaken and completed on or before the 31st day of October, 2020.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Consultant shall be compensated for services performed in accordance with paragraph 1, not to exceed a lump sum of Sixty-Seven Thousand Six Hundred Four and 00/100 Dollars (\$67,604.00).

4. METHOD OF PAYMENT:

Payment will be made following completion of the terms set forth herein and receipt of an itemized invoice, certified under penalty of perjury, from the Consultant for services rendered in conformance with the Contract, and following approval by the Casper City Council. The invoice for payment must specify the correct amount due; that the Consultant has performed the services rendered under this Contract, in conformance with the Contract, and that it is entitled to receive the amount requested under the terms of the Contract.

If amounts owed by the Consultant to the City for any goods, services, licenses, permits or any other items or purpose remain unpaid beyond the City's general credit policy, those amounts may be deducted from the payment being made by the City to the Consultant pursuant to this Contract.

5. TERMS AND CONDITIONS:

This Contract is subject to and incorporates the provisions attached hereto as PART II -- GENERAL TERMS AND CONDITIONS.

6. EXTENT OF CONTRACT:

This Contract represents the entire and integrated Agreement between the City and the Consultant, and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended only by written instrument signed by both the City's and the Consultant's authorized representatives.

The City and the Consultant each individually represent that they have the requisite authority to execute this Contract and perform the services described in this Contract.

“SPACE LEFT BLANK INTENTIONALLY”

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:

Wallis Tremel

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

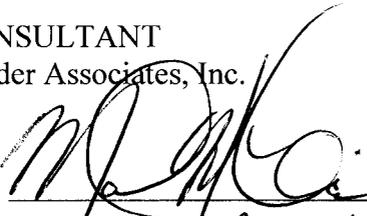
Fleur D. Tremel
City Clerk

Charles Powell
Mayor

WITNESS

CONSULTANT
Golder Associates, Inc.

By: 

By: 

Printed Name: Alex Svedo

Printed Name: MARK McCLAIN

Title: City of Casper Associate Engineer

Title: Principal

CONTRACT FOR PROFESSIONAL SERVICES

PART II - GENERAL TERMS AND CONDITIONS

1. TERMINATION OF CONTRACT:

1.1 The City may terminate this Contract anytime by providing thirty (30) days written notice to Consultant of intent to terminate said Contract. In such event, all finished or unfinished documents, data, studies and reports prepared by the Consultant under this Contract shall, at the option of the City, become its property, and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

1.2 Notwithstanding the above, the Consultant shall not be relieved of liability to the City for damages sustained by the City, by virtue of termination of the Contract by Consultant, or any breach of the Contract by the Consultant, and the City may withhold any payments to the Consultant for the purpose of setoff until such time as the exact amount of damages due the City from the Consultant are determined.

2. CHANGES:

The City may, from time to time, request changes in the scope of the services of the Contract. Such changes, including any increase or decrease in the amount of the Consultant's compensation, which are mutually agreed upon between the City and the Consultant, shall be incorporated in written amendments to this Contract. There shall be no increase in the amount of Consultant's compensation unless approved by Resolution adopted by City.

3. ASSIGNABILITY:

The Consultant shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the City: provided, however, that claims for money due or to become due the Consultant from the City under this Contract may be assigned to a bank, trust company, or other financial institution, or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer shall be furnished to the City within five (5) business days of any assignment or transfer.

4. AUDIT:

The City or any of its duly authorized representatives shall have access to any books, documents, papers, and records of the Consultant which are directly pertinent to the Contract for the purpose of making audit, examination, excerpts, and transactions.

5. EQUAL EMPLOYMENT OPPORTUNITY:

In carrying out the program, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. The Consultant shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, or disability. Such action shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant shall post in conspicuous places, available to employees and applicants for employment, notices required by the government setting forth the provisions of this nondiscrimination clause. The Consultant shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or disability.

6. OWNER OF PROJECT MATERIALS:

All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, and reports prepared by the Consultant under this Contract shall be considered the property of the City, and upon completion of the services to be performed, they will be turned over to the City provided that, in any case, the Consultant may, at no additional expense to the City, make and retain such additional copies thereof as Consultant desires for its own use; and provided further, that in no event may any of the documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, or other reports retained by the Consultant be released to any person, agency, corporation, or organization without the written consent of the City.

7. FINDINGS CONFIDENTIAL:

All reports, information, data, etc., given to or prepared, or assembled by the Consultant under this Contract are confidential and shall not be made available to any individual or organization by the Consultant without the prior written consent of the City.

8. GOVERNING LAW:

This Contract shall be governed by the laws of the State of Wyoming. The Consultant shall also comply with all applicable laws, ordinances, and codes of the local, state, or federal governments and shall not trespass on any public or private property in performing any of the work embraced by this Contract.

9. PERSONNEL:

The Consultant represents that it has, or will secure, all personnel required in performing the services under this Contract. Such personnel shall not be employees of the City. All of the services required shall be performed by the Consultant, or under its supervision, and all personnel engaged in the work shall be fully qualified. All personnel employed by Consultant shall be employed in conformity with applicable local, state or federal laws.

10. SUBCONSULTANT:

The Consultant shall not employ any subconsultant to perform any services in the scope of this project, unless the subconsultant is approved in writing by the City. Any approved subconsultant shall be paid by the Consultant.

11. INSURANCE AND INDEMNIFICATION:

A. **Prior to** the commencement of work, Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its subconsultants, agents, representatives, or employees.

B. *Minimum Scope and limit of Insurance.*

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than the sum of Two Hundred Fifty Thousand Dollars (\$250,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Five Hundred Thousand Dollars (\$500,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location. The CGL policy shall be endorsed to contain Employers Liability/Stop Gap Coverage
2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than Five Hundred Thousand (\$500,000) per accident for bodily injury and property damage.
3. Workers' Compensation: as required by the State of Wyoming with Statutory Limits.

4. Professional Liability (Errors and Omissions) Insurance appropriate to the Consultant's profession, with limit no less than the sum of Two Hundred Fifty Thousand Dollars (\$250,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Five Hundred Thousand Dollars (\$500,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location.

C. *Higher Limits.* If the Consultant maintains higher limits than required under this Agreement, then the City shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

D. *Other Insurance Provisions*

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. *Additional Insured Status*

The City, its officers, elected and appointed officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

2. *Primary Coverage*

For any claims related to this contract, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, elected and appointed officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the City, its officers, elected and appointed officials, employees, agents or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

3. *Notice of Cancellation*

Each insurance policy required above shall state that coverage shall not be canceled, materially changed, or reduced, except with notice to the City. Such notice to the City shall be provided in a commercially reasonable time.

4. *Waiver of Subrogation*

Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

5. *Deductibles and Self-Insured Retentions*

Consultant has two options regarding deductibles and self-insured retentions:

- a. Option 1: Any deductibles or self-insured retentions must be declared to and approved by the City. Unless otherwise approved by the City in writing, any deductible may not exceed Ten Thousand Dollars (\$10,000). Unless otherwise approved in writing by the City, self-insured retentions may not exceed Ten Thousand Dollars (\$10,000), and the City may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
- b. Option 2: Consultant shall carry insurance with terms that require its insurance company to pay the full value of a covered claim from the first dollar of coverage, even if the Consultant is unable to pay any deductible or self-insured retention amount(s) required by the insurance policy. Consultant shall provide a written endorsement from its insurance carrier that such insurance coverage is in place, and shall keep such coverage in place during the term of this Contract and any subsequent time period required for claims made policies.

6. *Acceptability of Insurers*

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise agreed to in writing by the City.

7. *Claims Made Policies*

If any of the required policies provide coverage on a claims-made basis:

- a. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
- b. Insurance must be maintained and evidence of insurance must be provided *for at least three (3) years after completion of the contract of work*. However, Consultant's liabilities under this Contract shall not be deemed limited in any way by the insurance coverage required.
- c. If coverage is canceled or non-renewed, and not *replaced with another claims-made policy form with a Retroactive Date* prior to the contract

effective date, the Consultant must purchase “extended reporting” coverage for a minimum of *three (3)* years after completion of contract work and at all times thereafter until the applicable statute of limitations runs.

8. *Verification of Coverage*

Consultant shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant’s obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

9. *Subconsultants*

Consultant shall require and verify that all subconsultants maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that the City is an additional insured on insurance required from subconsultants.

10. *Special Risks or Circumstances*

City reserves the right to reasonably modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

- E. Consultant agrees to indemnify the City, the City’s employees, elected officials, appointed officials, agents, and volunteers, and all additional insured and hold them harmless from all liability for damages to property or injury to or death to persons, including all reasonable costs, expenses, and attorney's fees incurred related thereto, to the extent arising from negligence, fault or willful and wanton conduct of the Consultant and any subconsultant thereof.

12. INTENT:

Consultant represents that it has read and agrees to the terms of this Contract and further agrees that it is the intent of the parties that Consultant shall perform all of the services for the compensation set forth in this Contract. Consultant also agrees that it is the specific intent of the parties, and a material condition of this Contract, that it shall not be entitled to compensation for other services rendered unless specifically authorized by the City by Resolution of its governing body. Consultant agrees that it has carefully examined the Scope of Services, and that the compensation is adequate for performance of this Contract.

13. WYOMING GOVERNMENTAL CLAIMS ACT:

The City does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 et seq., and the City specifically reserves the right to assert any and all rights, immunities, and defenses it may have pursuant to the Wyoming Governmental Claims Act.

14. NO THIRD PARTY BENEFICIARY RIGHTS:

The parties to this Contract do not intend to create in any other individual or entity the status of third-party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties and obligations contained in this Contract shall operate only between the parties to this Contract, and shall inure solely to the benefit of the parties to this Contract. The parties to this Contract intend and expressly agree that only parties signatory to this Contract shall have any legal or equitable right to seek to enforce this Contract, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Contract, or to bring an action for the breach of this Contract.



July 24, 2019

Proposal No. P18102560 Rev. 2

Cindie Langston
City of Casper
1883 N. Station Road
Casper, WY 82609

REVISED PROPOSAL FOR LIFETIME PERMIT APPLICATION MODIFICATION, LANDFILL PHASE PLANNING, WETLANDS DELINEATION, ADDITIONAL DRILLING COSTS FOR NEW UPGRADIENT MONITORING WELL AT CASPER REGIONAL LANDFILL (CRL), AND NON-LRP MONITORING WELL M12 WORK AT CASPER BALEFILL; CASPER, WYOMING

Dear Cindie:

At your request, Golder Associates Inc. (Golder) is pleased to submit this revised proposal to the City of Casper (the City) for the following tasks associated with the Lifetime Permit Application for the Casper Regional Landfill (CRL), the Permit Renewal Application for the Casper Transfer Station, drilling of additional monitoring wells at the CRL, and abandonment and new installation of monitoring well M12 at the Casper Balefill:

- Task 001 - Prepare permit modification to the Lifetime Permit Application for the Casper Regional Landfill for the following permit updates, all believed to be minor changes as defined in the Wyoming Solid Waste Regulations:
 - Revision to main permit text to include revised scale house waste screening process.
 - Revision to main permit text to include revised wetlands delineation for previously defined surface water/wetlands area located west of waste footprint boundary.
 - Revision to main permit text and Appendix B – Plan of Operation to include the use of shredded tires as alternative daily cover (ADC) in the lined municipal solid waste disposal cells and unlined C&D cells.
 - Revisions to Appendix D – Permit Drawing Set to include revised waste footprint boundary, revised subgrade plan, revised Phase 2 cell layout, conceptual locations for a tire shop to be located on the west side of the Landfill building, a Quonset hut to store landfill compactors to be located on the east side of the Landfill building and expansion of the tree farm operation.
 - Revision to main permit text and Appendix I to include current depths to groundwater.
 - Revision to Appendix P – Asbestos Handling Plan to include alternative containerization of asbestos-containing material (ACM).
 - Other miscellaneous updates, as necessary or as identified by the City of Casper.

Golder Associates Inc.
44 Union Boulevard, Suite 300 Lakewood, Colorado, USA 80228

T: +1 303 980-0540 +1 303 985-2080

- Task 002 - Review and revise Conceptual Subgrade Plan (Drawing 2 in Appendix D) to develop future landfill phase/cell development sequencing, revised landfill subgrades for future cell construction tie-in with existing Phase 1 cells, and optimized leachate collection system alignment.
- Task 003 - Reclassify previously defined surface water/wetlands area located west of waste footprint boundary through a field wetlands delineation survey, jurisdictional determination (JD) from the United States Army Corps of Engineers (USACE) Omaha District, and coordination with the Wyoming Department of Environmental Quality (WDEQ) Watershed Protection Monitoring Program to determine if mitigation is required.
 - To support the JD and WDEQ reclassification efforts, Golder plans to subcontract Rocky Mountain Energy Solutions (RMES) to perform the wetlands delineation survey. RMES is based out of Sheridan and has extensive experience performing wetlands assessments throughout the state of Wyoming. Field activities associated with the delineation are anticipated to be scheduled in early July 2019 to allow for optimal surface conditions for the identification/assessment of specific wetland indicators, including hydrophytic vegetation, hydric soils and wetland hydrology.
- Task 004 - Prepare permit modification to the Permit Renewal Application for the Casper Transfer Station to include the following permit updates, all believed to be minor changes as defined in the Wyoming Solid Waste Regulations:
 - Revision to Appendix C – Photographs to include updated site photographs, traffic signs, etc.
 - Revision to Appendix E - Additional Balefill Operational Rules and Polices to include revised scale house waste screening process.
 - Revision to Appendix F – Schematics of Future Building Expansions to include as-builts plans for the Baler Building expansion, including the MRF and aerial photography obtained from drone flight after completion of the Baler Building expansion construction.
 - Revision to Appendix F – Schematics of Future Building Expansions to include a conceptual design for a reuse store to be located on the east side of the Compost Equipment Storage Building.
- Task 005 - Install three (3) new monitoring wells upgradient of the CRL: E-13 to the west of the biosolids composting area, E-14 to the north of the biosolids composting area and south of the C&D cell embankment and E-15 to the west of the previously defined surface water/wetlands area.
 - Golder will contract with local drilling contractor Henderson Drilling Inc. of Casper, Wyoming, to install the new monitoring wells. This task includes cost of a separate mobilization from the field program associated with the Closed Casper Balefill Environmental Monitoring Network Upgrades work under the Landfill Remediation Program.
 - The new groundwater monitoring wells will be drilled using hollow-stem auger methods until the first occurrence of groundwater. The groundwater levels in the borings will be monitored until there is no more than a 0.1-foot change in water level between two consecutive 15-minute water level readings prior to determining the monitoring well screen intervals.
 - The monitoring wells will be constructed of two-inch, Schedule 40, flush-threaded polyvinyl chloride (PVC) well casing, screen, and end cap. The monitoring well screens will be 0.010 mill-slotted with a

maximum length of 10 feet. The wells will be installed with 10-20 fraction sand filter packs and will have minimum two-foot-long hydrated bentonite chip seals installed above the filter packs. The wells will be grouted from above the bentonite seals to the ground surface with positive displacement techniques. The wells will be completed at the surface with two-foot by two-foot by four-inch-thick concrete pads and locking steel well vaults.

- The new monitoring wells will be developed with the use of surge block and bailer methods. Water quality parameters including pH, conductivity, and temperature will be monitored throughout development, and development will continue until a minimum of five well volumes have been purged and water quality parameters are stable. Water quality parameters will be considered stable when there is no more than a 10% difference in three consecutive measurements of pH and conductivity.
- Monitoring well drilling, installation, and completion procedures will be in accordance with the Wyoming State Engineer's Office (WY SEO) Regulations and Instructions, Part III, Water Well Minimum Construction Standards (Revised June 2011) for Type III groundwater wells. Drilling, installation, and completion procedures and details will be provided in the Closed Casper Balefill Environmental Monitoring Network Upgrades Work Plan.
- Assumptions made in the budgeting for the drilling and installation of the new monitoring wells include the following:
 - Drilling waste can be disposed at the active Casper Regional Landfill with no cost for tipping fees.
 - Surveying of the new monitoring wells is not included in this proposal.
 - Drill cuttings and well purge/development water can be spread on the ground surface near the drill sites.
 - Drill depth for the new monitoring well west of the previously defined surface water/wetlands area will not exceed 100 feet0
 - Drill depths for the new monitoring wells around the biosolids composting area will not exceed 50 feet.
- Task 006 – Abandon damaged monitoring well M12 and re-install and develop a new monitoring well M12 at the Casper Balefill. It is assumed this work will be performed as part of the same mobilization as the field program associated with the Closed Casper Balefill Environmental Monitoring Network Upgrades work under the Landfill Remediation Program; however, this task is considered non-reimbursable under the Landfill Remediation Program. The estimated drill depth for monitoring well M12 is 50 feet. The same drilling, well installation, and well development scope noted above under Task 005 will apply to this task.

Golder has developed an estimate of labor hours and costs associated with the scope of work described herein, including subcontractor fees for the wetlands delineation survey and monitoring well installation (see attached Table 1). Golder proposes to perform this project on a time-and-materials basis under a new professional services contract but under the same contract terms and conditions as our most recent project (North Platte River Restoration project, First Street Reach, dated August 7, 2018). The cost estimate provided herein will not be exceeded without the City's prior written approval.

We appreciate this opportunity to continue to be of service to the City. If you have any questions, please do not hesitate to contact the undersigned at (303) 980-0540.

Sincerely,

Golder Associates Inc.



Jeff Rusch, PE
Senior Engineer



Mark McClain
Principal

JAR/MM/cc

Attachments: Table 1: Estimated Project Costs

https://golderassociates.sharepoint.com/sites/102790/proposal_project_management/admin/rev2/p18102560-p-2-casper_permit_modifications_proposal_24jul19.docx

TABLE 1

Estimated Project Costs

Table 1: Estimated Project Costs for CRL and Transfer Station Permit Modifications, Additional CRL Monitoring Wells, and Non-LRP Balefill Work

				Task 001	Task 002	Task 003	Task 004	Task 005	Task 006
				CRL Permit Modification	Phase Planning	Wetlands Declassification	Transfer Station Permit Modification	Upgradient Monitoring Wells	Non-LRP Balefill Work
PROFESSIONAL SERVICES	Unit	Unit Rate	Quantity	Est. Units	Est. Units	Est. Units	Est. Units	Est. Units	Est. Units
Practice / Program Leader (C7)	hour	\$190	32	8	16	2	4	2	
Senior Engineer / Scientist (C5)	hour	\$165	92	12	40	24	8	8	
Senior Project Engineer / Scientist (C4)	hour	\$135	0						
Project Engineer / Scientist (C3)	hour	\$115	180	48	120		12		
Staff Engineer / Scientist (C2)	hour	\$100	76					61	15
Senior Admin (A3)	hour	\$70	12	6			6		
LABOR SUBTOTAL				\$9,440	\$23,440	\$4,340	\$3,880	\$7,800	\$1,500
DIRECT COSTS									
Per Diem	day	\$144	5					\$720	\$0
Subcontractor Fees	LS	--	1			\$3,080		\$10,186	\$2,668
Field Equipment	LS	--	1					\$550	
DIRECT COSTS SUBTOTAL				\$0	\$0	\$3,080	\$0	\$11,456	\$2,668

TASK TOTAL:	\$9,440	\$23,440	\$7,420	\$3,880	\$19,256	\$4,168
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PROJECT TOTAL:	\$67,604
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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 (CRL) LIFETIME PERMIT APPLICATION.

WHEREAS, the Wyoming Department of Environmental Quality, Solid Hazardous Waste Division (WDEQ/SHWD) issued a lifetime permit for the CRL on April 19, 2016; and,

WHEREAS, the CRL permit requires the City of Casper to submit permit amendment applications when changes to operations are needed; and,

WHEREAS, the City of Casper desires to enter into a Contract for Professional Services with Golder Associates, Inc., to prepare a permit amendment application for the CRL; and,

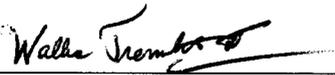
WHEREAS, Golder Associates, Inc., is able and willing to provide those services, specified as the CRL Permit Amendment Application Project, Project No. 19-010.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a Contract for Professional Services with Golder Associates, Inc., to provide professional services for the CRL Permit Amendment Application Project, Project No. 19-010.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions, as prescribed by the Contract, throughout the project, in the amount of Sixty-Seven Thousand Six Hundred Four and 00/100 Dollars (\$67,604.00).

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 5, 2019

MEMO TO: J. Carter Napier, City Manager 

FROM: Andrew Beamer, P.E., Public Services Director 
Bruce Martin, Public Utilities Manager

SUBJECT: Authorizing a Contract for Outside-City Water Service with Steven W. Hanson

Meeting Type & Date
Regular Council Meeting
August 20, 2019

Action type
Resolution

Recommendation
That Council, by resolution, authorize a Contract for Outside-City Water Service with Steven W. Hanson.

Summary
This contract provides Outside-City water service for a parcel of land located west of the City of Casper in the Upper Dempsey Acres area. The owner can connect into the 24-inch water transmission line owned by the Central Wyoming Regional Water System Joint Powers Board. The water transmission line is available for retail water service taps in accordance to the "Central Wyoming Regional Water System Joint Powers Board Growth Policy Recommendations," last amended February 27, 2002.

No Commitment to Annex is required as the parcel is located inside the Town of Mills growth boundary. Mills has no water availability in the Upper Dempsey Acres area at the present time and has agreed to let the owner connect into the existing Regional Water System transmission line and become a retail customer of the City of Casper. At some future date, retail water service may be assumed by the Town of Mills for this parcel.

The Public Utilities Advisory Board conceptually approved the contract at its March 27, 2019 meeting and has recommended Council approval.

Financial Considerations
No financial considerations

Oversight/Project Responsibility
Bruce Martin, Public Utilities Manager

Attachments
Resolution
Agreement

CONTRACT FOR OUTSIDE-CITY WATER SERVICE

THIS AGREEMENT is made, dated, and signed this 20th day of August, 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 Steven W. Hanson, 4340 Hideaway Lane, Mills, Wyoming 82604; hereinafter referred to as "Owner."

RECITALS

- A. Owner is the owner of certain land as described in Exhibit "A" that being a portion of the NE1/4NE1/4, Section 13, Township 33 North, Range 80 West of the 6th P.M. (Lot 1, Hanson Simple Subdivision), in Natrona County, Wyoming, with an address of 4340 Hideaway Lane, Mills, Wyoming 82604, which is not within the corporate limits of the City of Casper; and,
- B. Owner desires to obtain water service from City for such property as described in Exhibit "A"; and,
- C. Owner can connect by a service line into the 24-inch water main that crosses Chamberlin Road; and,
- D. Owner and City have agreed to such outside-city water service under the terms and conditions of this Agreement.

NOW THEREFORE, it is hereby agreed among the parties as follows:

1. Service

- a. The property served shall be limited to that described in Exhibit "A" (Lot 1, Hanson Simple Subdivision). No other properties shall be served without the express permission of the City Council of the City of Casper.
- b. Owner shall be allotted one (1), 1-inch water service connection and meter to the property shown on Exhibit "A." No other properties may be served from this connection.
- c. The Owner shall, at Owner's sole cost and expense, install one (1), 1-inch or 1.25-inch water service line from the 24" transmission main to service Owner's property. The water service line curb box shall be installed approximately ten (10) feet from the transmission line. Owners shall install a meter pit immediately downstream of the curb box.
- d. The Owner shall be responsible for obtaining easements from other property owners for the water service line as needed at its sole cost and expense.

2. Right of Inspection

- a. The City shall have the right to inspect all water system construction. All water system construction must meet City requirements. Before connection of the water services to any building, all work must be accepted and approved by the City.
- b. The curb box for the water service line shall be protected during the subsequent course of developing the property from damage, and the Owner shall be wholly responsible for the repair and replacement to the City's satisfaction of such that are damaged or destroyed. If the Owner shall fail or refuse to promptly repair or replace such boxes as required, the City may do so and charge the Owner directly for said cost. The Owner shall adjust said valve and curb boxes to finished grade.

3. Charges for Service

- a. All meter pits, vaults, and water meters, as required by the City's staff, shall be obtained and installed by and at the Owner's sole cost and expense according to the rules and regulations of the City. The meter pit or vault shall remain the property of the Owner and be located immediately downstream of the curb box.
- b. Owner will pay to the City the then-current outside-City system investment charge for each connection (lot) to be served with water. The Owner shall also pay to the Central Wyoming Regional Water System Joint Powers Board, the then-current Regional Water System investment charge for each connection to be served with water. Payment will be made prior to actual receipt of water service provided by the City.
- c. The charge for water service provided shall be at the City's existing rate as the same shall apply from time to time for all retail outside-City water service, until such time as said property is annexed into the City of Casper. After annexation, the rates will be the existing rates for retail inside-City water service.

4. Regulation

- a. Water service to be provided shall be only to the extent provided for herein and to the extent that said water service is available and above that which is necessary to satisfy the needs of the incorporated area of the City of Casper. In times of drought, extreme demand, or facility failure, water service may not be available.
- b. Owner shall make the necessary provisions so that each building to be served shall have a pressure reducing valve limiting pressure to a maximum of 60 psi, and shall encourage all residents to adhere to the following water saving device recommendations: toilets with a maximum flush of 3 1/3 gallons; aerators which provide for a maximum flow of 1 gpm on all bathroom sinks; and water saving shower heads to limit flow to maximum 3.0 gpm.
- c. The Owner agrees to abide by the rules and regulations of the City regarding the use of its water and sewer facilities, all relevant ordinances of the City of Casper

relating to water and sewer service; all other state and federal laws, rules, and regulations including, but not limited to, all provisions of the Federal Pretreatment Regulations (40CFR, Part 403), and all City ordinances relating to industrial pretreatment.

5. Fire Flows

- a. The Owner agrees that fire flow capabilities to his properties are impractical at this time. The Owner, by signing this agreement, understands that there are certain risks that Owner and Owner's property may be subject to by not having fire flow capabilities. The Owner is willing to assume these risks and irrevocably, fully and forever releases and discharges the City of Casper, the City Council, and its mayor, the Casper Public Utilities Board, and all their officers, employees, agents, managers, and contractors from all negligence, claims, demands, liabilities, causes of action, or damages of any kind relating to any harm, personal injury, wrongful death, property damage, or debt suffered resulting from lack of fire flow to Owner's property.
- b. The terms of this release in this Agreement are contractual and not a mere recital. If the property is owned or leased by the Owner, and anyone else as husband and wife, tenants in common, partnership, corporation, or any other legal entity other than an individual, Owner hereby states and certifies that the Owner is authorized by such individual or other entity to bind such individual or entity to this release. This release shall be binding upon the Owner's personal representatives, heirs, successors, and/or assigns. The Owner acknowledges by execution of this release that Owner fully understands these provisions and fully and voluntarily enters into them. This release shall not affect any immunities of the City of Casper pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 et seq., as amended.

6. Construction Term

The Owner shall be allowed two (2) years from the time of consummation of this Agreement to complete the water service line construction and necessary improvements. Should the construction not be completed within this time period, this Agreement shall automatically become null and void.

7. Future Service Providers

The property, as described in Exhibit "A" (Lot 1, Hanson Simple Subdivision), is located inside the Town of Mills growth boundary. The Town of Mills has agreed to let Owner connect into the existing Regional Water System water transmission lines and become retail customers of the City of Casper.

Owner recognizes that the subject property may, at some future date, become part of a town, or district that provides water service other than the City of Casper. To

that end, Owner agrees that this water service is provided at the City's discretion, and is a temporary right. At such time that an alternate purveyor of water service desires to provide this service and the City agrees to such alternate purveyance; Owner, by execution of this agreement, agrees to become a customer of the alternate purveyor and abide by said alternate purveyor's requirements for service. The City shall then dedicate any applicable facilities previously constructed by Owner and required for water service to the alternate purveyor with the exception of the water meter as owned by the City.

8. Future Improvements

- a. The Owner agrees to participate in future water system, sewer system, street improvements, sidewalk improvements, street lighting improvements, and other needed municipal improvements in the area. The participation may be with the City of Casper, the Town of Mills, an Improvement and Service District, a Water and Sewer District, or a private developer.
- b. Future design and construction costs include, but are not limited to, planning, design, construction, land acquisition, financing, and legal.
- c. The Owner agrees to and hereby waives any statutory right to protest the commitment to participate in future water system, sewer system, street, sidewalk, street lighting, or other needed municipal system improvements. The Owner further agrees to and hereby waives any statutory right to protest the creation of a Local Assessment District, an Improvement and Service District, or a Water and Sewer District established for the purpose of street, sidewalk, street lighting, or other needed municipal improvements which would encompass his property.
- d. This commitment to participate in future water system, sewer system, street, sidewalk, street lighting, or other municipal improvement design and construction shall be included in every sale, conveyance, or mortgage involving the above described property and shall be binding upon the current owners and mortgagees, and all heirs, successors in interest and assigns. This commitment shall be binding upon and run with the land set forth herein.

9. Discontinuance of Utility Services/Remedies

- a. A utility service provided under this Agreement may be discontinued in accordance with Casper Municipal Code Section 13.03.070, or for any material breach of this Agreement by the Owner.
- b. The remedies in this section are in addition to any other remedies in this Agreement, or which the City may otherwise have at law or equity, and are not a limitation on the same. The Owner further agrees to pay all reasonable attorneys' fees, court costs, and litigation costs if the City must enforce the provisions of this Agreement in a court of law.

10. General Provisions

- a. Successors, Assigns and Recording: The terms and conditions of this Agreement shall be binding upon the parties hereto, and shall inure to the benefit of all parties hereto and their respective heirs, successors, assigns, and grantees and shall bind and run with the real property and set forth in Exhibit "A" attached hereto, and shall be recorded in the Natrona County real estate records by the City at the Owner's sole cost and expense. The Owner shall not assign this Agreement or otherwise sub-contract its duties and responsibilities as set forth in this Agreement without the prior written consent of the City.
- b. Wyoming Governmental Claims Act: The City does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statute Sections 1-39-101, et seq. The City specifically reserves the right to assert any and all immunities, rights, and defenses it may have pursuant to the Wyoming Governmental Claims Act.
- c. Governing Law and Venue: This Agreement, its interpretation and enforcement shall be governed and construed in accordance with the laws of the State of Wyoming. Any litigation regarding this Agreement shall be resolved in a court of competent jurisdiction situated in Natrona County, Wyoming.
- d. Complete Agreement: This Agreement shall constitute the entire understanding and agreement of the parties, and supersedes any prior negotiations, discussions or understandings.
- e. Amendment: No amendment or modification of the terms of this Agreement shall be valid or enforceable unless made in writing and executed by all parties hereto.
- f. Waiver: Failure on the part of either party to enforce any provision of this Agreement, or the waiver thereof, in any instance, shall not be construed as a general waiver or relinquishment on its part of any such provision, but the same shall nevertheless be and remain in full force and effect.
- g. No Third Party Beneficiary Rights: The parties to this Agreement do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to this Agreement, and shall inure solely to the benefit of the parties to this Agreement. The parties to this Agreement intend and expressly agree that only parties signatory to this Agreement shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.

h. Severability: If any term of this Agreement is to any extent illegal, otherwise invalid, or incapable of being enforced, such term shall be excluded to the extent of such invalidity or unenforceability; all other terms hereof shall remain in full force and effect; and, to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term. If application of this Severability provision should materially and adversely affect the economic substance of the transactions contemplated hereby, the Party adversely impacted shall be entitled to compensation for such adverse impact, provided the reason for the invalidity or unenforceability of a term is not due to the misconduct by the Party seeking such compensation.

i. Notices: Notices required or permitted to be given by a Party to the others must be in writing and either delivered in person or sent to the address shown below (or such subsequent address as may be designated by either party in writing) by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt:

Owner Info
Steven W. Hanson
4340 Hideway Lane
Mills, Wyoming 82604

City of Casper
Attn: Public Services Director
200 North David
Casper, WY 82601

j. Headings: The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation thereof.

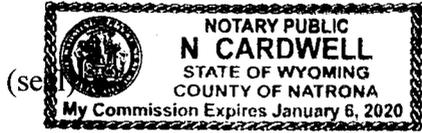
k. Survival: All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with this Agreement, as well as all continuing obligations indicated in this Agreement, will survive final payment, completion and acceptance of the services and termination or completion of the Agreement.

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

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

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me this 8th day of August, 2019, by Steven W. Hanson.



N. Cardwell
NOTARY PUBLIC

My commission expires: Jan 6 2020

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me this _____ day of _____, 2019, by _____ as _____

of N/A the Mortgagee.

(seal) _____ NOTARY PUBLIC

My commission expires: _____

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

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

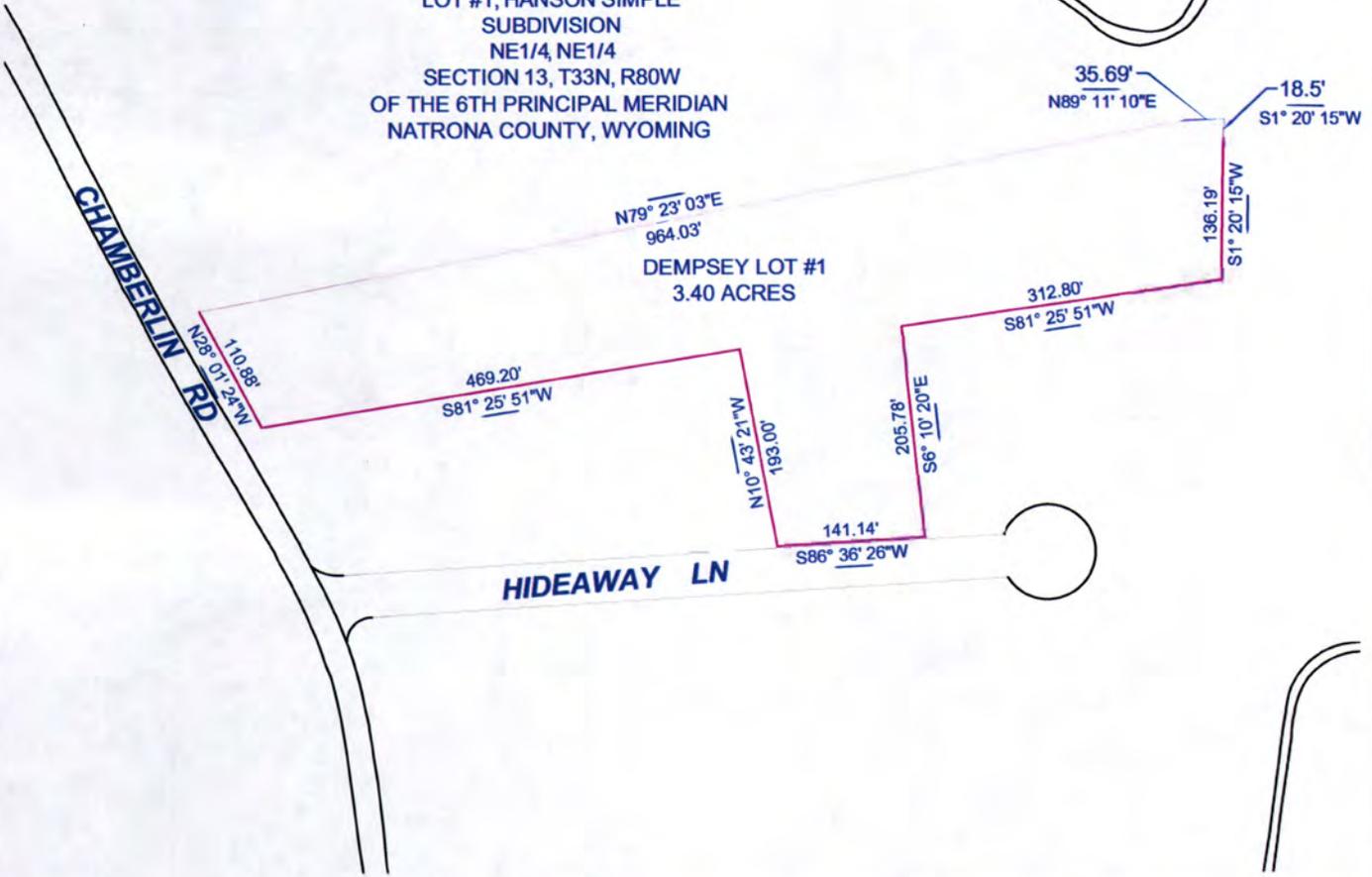
My commission expires: _____

VICINITY MAP
NOT TO SCALE

LOCATION MAP EXHIBIT "A"

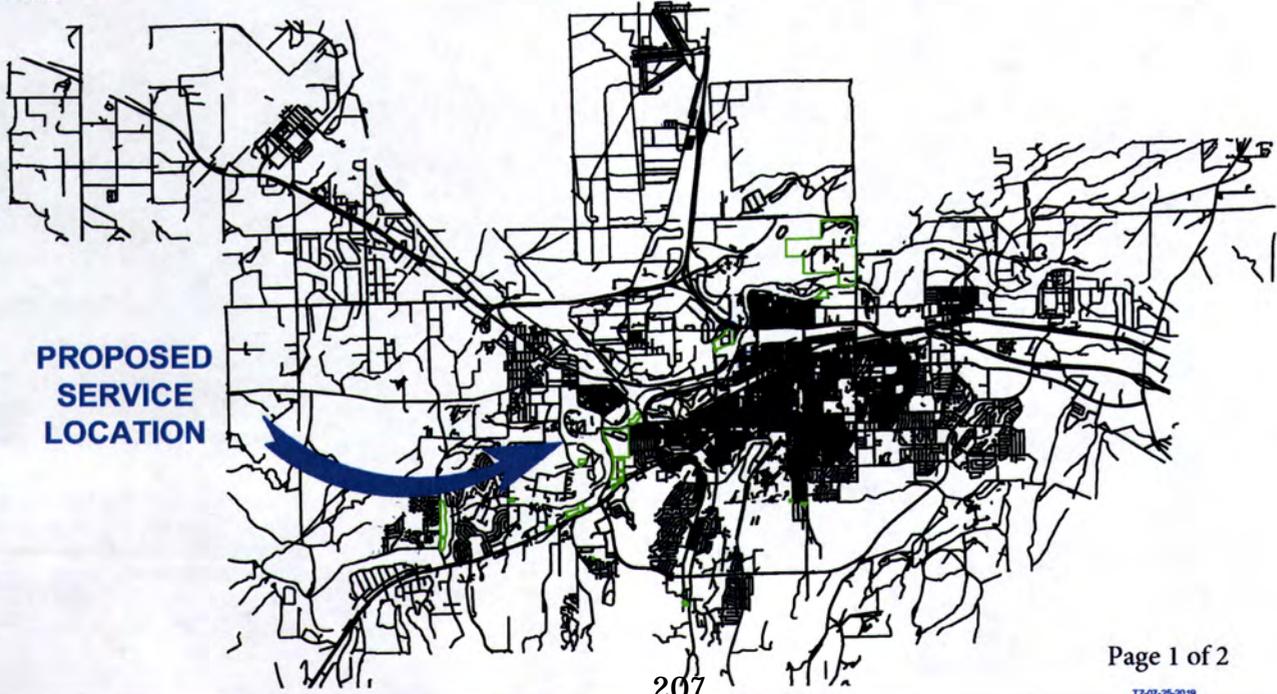


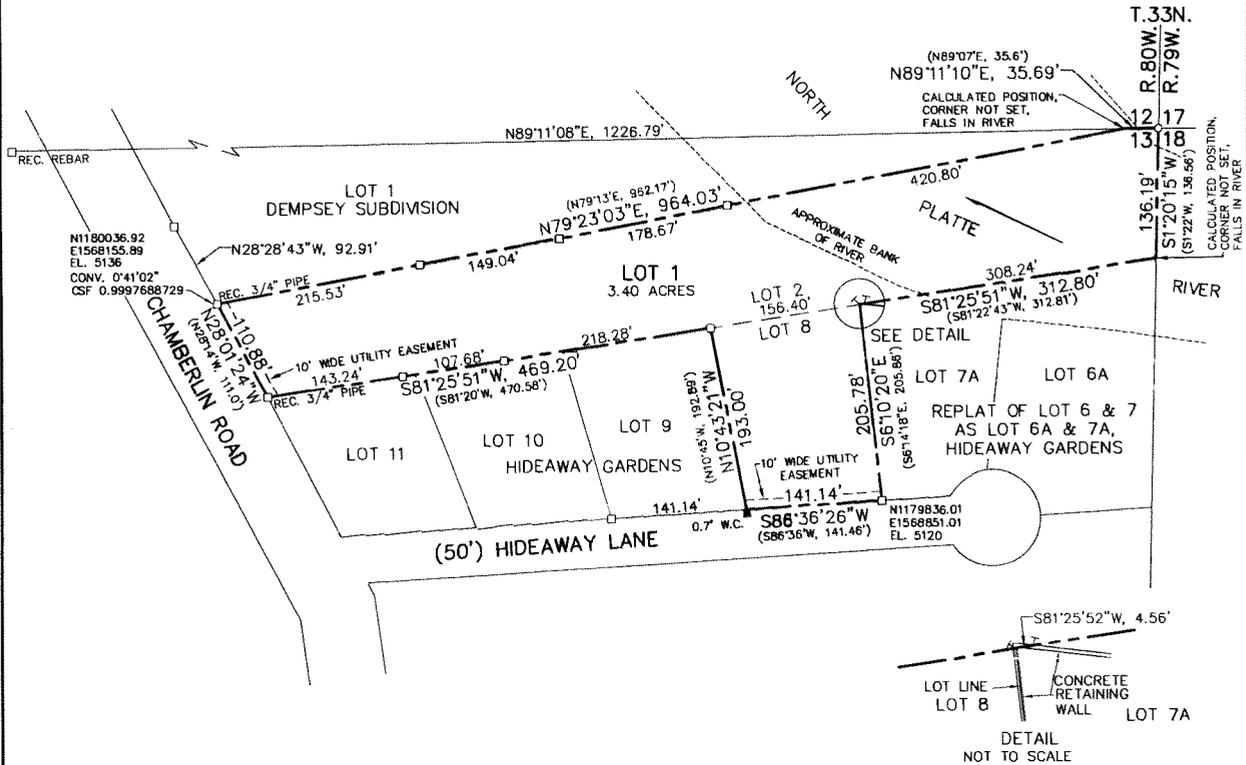
STEVEN HANSON
4340 HIDEAWAY LANE
LOT #1, HANSON SIMPLE
SUBDIVISION
NE1/4, NE1/4
SECTION 13, T33N, R80W
OF THE 6TH PRINCIPAL MERIDIAN
NATRONA COUNTY, WYOMING



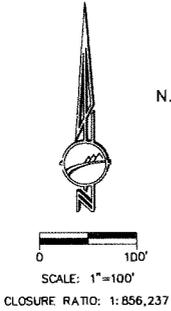
VICINITY MAP
NOT TO SCALE

VICINITY MAP





LEGEND
 ○ RECOVERED BRASS CAP
 □ RECOVERED AL. CAP (UNLESS OTHERWISE NOTED)
 ■ SET 5/8" REBAR WITH ALUMINUM CAP
 7 SET LEAD & TACK IN CONCRETE RETAINING WALL
 W.C. WITNESS CORNER
 N.89°49'14"E, 184.79' (N89°07'E, 35.6')
 --- SUBDIVISION BOUNDARY



NOTES:
 DATUM:
 GROUND DISTANCE - U.S. SURVEY FOOT
 BASIS OF BEARING - GEODETIC BASED ON GPS
 COORDINATES REFER TO WYOMING STATE
 PLANE COORDINATES, EAST CENTRAL ZONE,
 NAD83/86, CITY OF CASPER GCS DATUM AND
 ELEVATIONS REFER TO NAVD88 AND ARE NOT
 TO BE USED AS BENCH MARKS.

CERTIFICATE OF APPROVAL
 STATE OF WYOMING) ss
 COUNTY OF NATRONA)
 I, do hereby certify that this simple subdivision has been examined by me and found to comply with the regulations for Natrona County, Wyoming, and is therefore approved for recording.
 [Signatures and Dates]

CERTIFICATE OF OWNER
 Steven Wayne Hanson, hereby certifies that the above or foregoing simple subdivision, Hanson Simple Subdivision and being a vacation of Lot 2, Dempsey Subdivision and Lot 8, Hideaway Gardens, subdivisions located in and being portions of the NE1/4NE1/4, Section 13, Township 33 North, Range 80 West of the Sixth Principal Meridian, Natrona County, Wyoming as it appears on this plat is with the free consent and in accordance with the desires of the above named and undersigned owner and proprietor of said lands, the name of said subdivision shall be "HANSON SIMPLE SUBDIVISION".
 Dated at Casper, Wyoming this 3rd day of July, 2019.
 [Signature]
 STEVEN WAYNE HANSON, OWNER
 STATE OF WYOMING) ss
 COUNTY OF NATRONA)
 The foregoing instrument was acknowledged before me by Steven Wayne Hanson, owner on this 3rd day of July, 2019.
 Witness my hand and official seal.
 My commission expires: Sept 21, 2019
 [Signature]
 Notary Public

CERTIFICATE OF SURVEYOR
 I, Steven J. Granger, a registered Professional Land Surveyor, License No. 15092, do hereby certify that this plat was made from notes taken during an actual survey made by me or under my direct supervision during the month of April, 2019, and that this plat, to the best of my knowledge and belief, correctly and accurately represents said survey.
 [Signature and Seal]



PLAT OF
 HANSON SIMPLE SUBDIVISION
 A VACATION OF
 LOT 2, DEMPSEY SUBDIVISION AND
 LOT 8, HIDEAWAY GARDENS,
 LOCATED IN THE
 NE1/4NE1/4, SECTION 13
 TOWNSHIP 33 NORTH, RANGE 80 WEST
 SIXTH PRINCIPAL MERIDIAN
 NATRONA COUNTY, WYOMING

RESOLUTION NO.19-176

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

WHEREAS, Steven W. Hanson has requested outside-City water service from the City of Casper for Lot 1 of the Hanson Simple Subdivision with an address of 4340 Hideaway Lane, Mills, Wyoming 82604; and,

WHEREAS, a contract for providing such water service has been proposed containing obligations concerning all parties; and,

WHEREAS, such contract is deemed to be in the best interest of the City of Casper.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a Contract for Outside-City Water Service with Steven W. Hanson, 4340 Hideaway Lane, Mills, Wyoming 82644.

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

APPROVED AS TO FORM:



ATTEST:

Fleur D. Tremel
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Charles Powell
Mayor

August 7, 2019

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

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

SUBJECT: Authorizing an Agreement with Shamrock Environmental Corporation, in the Amount of \$3,061,635.90, and a deduct change order of \$605,676.50 for a revised contract price of \$2,455,959.40 for the North Platte River Restoration – First Street Reach, Project No. 12-51.

Meeting Type & Date

Regular Council Meeting
August 20, 2019

Action type
Resolution

Recommendation

That Council, by resolution, authorize an Agreement with Shamrock Environmental Corporation, for construction of the North Platte River Restoration – First Street Reach, Project No. 12-51, for the base bid amount of \$3,061,635.90 with a deduct change order of \$605,676.50 for a revised contract price of \$2,455,959.40. Furthermore, it is recommended that Council authorize a construction contingency account, in the amount of \$144,040.60, for a total project amount of \$2,600,000.00.

Summary

On July 25, 2019, bids were received from one (1) contractor for construction of the North Platte River Restoration – First Street Reach Project. The bid for the work was as follows:

<u>CONTRACTOR</u>	<u>LOCATION</u>	<u>BASE BID</u>
Shamrock Environmental Corp	Browns Summit, NC	\$3,061,635.90

The estimate for the project was \$2,000,315.00, prepared by the City's consultant, Stantec Consulting Services, Inc.

The City of Casper has been in a multi-stage project for approximately 7 years to restore portions of the North Platte River within its municipal boundary. The goal of the restoration approach is to accomplish natural aquatic and bank habitat. The First Street Reach begins just downstream of the Poplar Street Bridge and runs under the First Street Bridge, and ends just upstream of the Burlington Northern Santa Fe Railroad Bridge, roughly a half mile in length.

Plans for the project include channel adjustment, bank stabilization, removal of concrete and other artificial debris, development of wetlands, removal of Russian olive trees, and replanting

the riparian zone with native vegetation. The project requires specialized environmental controls due to its proximity to the former BP/Amoco Refinery site. Construction of the improvements is to be substantially complete by May 31, 2020.

The change order recommended as part of the award is due to the following:

- 1) Revised pricing was submitted by Shamrock in the amount of \$257,732.50. Shamrock was able to get more detailed clarification on the design and revisit the types of equipment and installation methods for various bid items which helped in these price reductions.
- 2) Certain bid items were mutually removed from the project by Shamrock and City Staff in the amount of \$347,944.00. These items include pathway realignment, a new boat ramp, and peripheral storm sewer repairs. These bid items were admittedly high priced due to the need for subcontracting. City Staff believes these items can be packaged and re-bid separately for local contractors to bid directly and accomplish significant savings. Grants are currently being pursued for these items.

The City's engineering consultant, Stantec Consulting Services, admits that they thoroughly underestimated the complexities of constructing this urban stretch of the river, including environmental and access difficulties. Stantec is confident that the revised bid item pricing is reasonable and has recommended award of the contract to Shamrock.

Financial Considerations

Funding for the project will be from grant funds in the amount of \$1,704,048.48 from the Wyoming Wildlife Natural Resources Trust, optional one percent #14 sales tax for river restoration projects in the amount of \$211,008.15, and optional one percent #15 sales tax for river restoration projects in the amount of \$684,943.38. All funding sources were previously authorized for river restoration.

Oversight/Project Responsibility

Scott R. Baxter, P.E., Associate Engineer, Public Services Department.

Attachments

Resolution
Agreement
Bid Form
Change Order #1 Request & Form
Consultant's Recommendation

STANDARD FORM OF
AGREEMENT BETWEEN OWNER AND CONTRACTOR
(Approved by City Attorney, 2004)

THIS AGREEMENT is made between the City of Casper, 200 N. David Street, Casper, WY 82601, hereinafter referred to as the "Owner," and Shamrock Environmental Corporation 6106 Corporate Park Drive, Browns Summit, NC 27214, hereinafter referred to as the "Contractor."

WHEREAS, the City of Casper desires to restore the North Platte River adjacent to First Street; and,

WHEREAS, Shamrock Environmental Corporation, is able and willing to provide those services specified as the City of Casper, North Platte River Restoration – First Street Reach, Project No. 12-51.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract Documents for the City of Casper, North Platte River Restoration – First Street Reach, Project No. 12-51.

ARTICLE 2. ENGINEER.

The Project has been designed by Stantec Consulting Services, 3325 S. Timberline Raod, Suite 150, Fort Collins, Colorado 80525, who is hereinafter referred to as the "Engineer" and who is to act as Owner's representative, assume all duties and responsibilities and have the rights and authority assigned to Engineer in the Contract documents in connection with completion of the Work in accordance with the Contract documents.

ARTICLE 3. CONTRACT TIME.

- 3.1 The Work will be substantially completed by May 15, 2020, and completed and ready for final payment in accordance with Article 14 of the General Conditions by May 31, 2020.
- 3.2 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not substantially completed by the time specified in Paragraph 3.1 above, plus any extension thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not substantially completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner One Thousand Dollars (\$1,000.00) for each day that expires after the time specified in Paragraph 3.1 for substantial completion. After Substantial Completion, if the Contractor shall

neglect, refuse, or fail to complete the remaining work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by Owner, Contractor shall pay Owner Five Hundred Dollars (\$500.00) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment. It is further agreed that such liquidated damages are not a penalty, but represent the parties' best estimate of actual damages.

ARTICLE 4. CONTRACT PRICE.

In Consideration of the performance of the work in accordance with the Contract documents for this Unit Price Contract, Owner shall pay Contractor in current funds a not-to-exceed total contract price of Three Million Sixty-One Thousand Six Hundred Thirty-Five and 90/100 Dollars (\$3,061,635.90), subject to additions and deductions by Change Order approved by the Owner. The contract fee shall be based on materials actually furnished and installed and services actually provided based on the unit prices contained in the Bid Form and Itemized Bid Schedule, included as Exhibit "A" and by this reference made a part of this Agreement.

ARTICLE 5. PAYMENT PROCEDURES.

Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed through the Engineer as provided in the General Conditions.

- 5.1 Progress Payments. Contractor's Applications for Payment, as recommended by Engineer, shall be submitted to City Engineering Staff on or before the 25th day of each month during construction, and Owner shall mail progress payments in the following month one day after the second monthly meeting of the Casper City Council. Progress payments shall be structured as provided below. All progress payments will be on the basis of the progress of the Work measured by the Schedule of Values provided for in Paragraph 14.01 of the General Conditions, subject to the cutoff and submittal dates provided in the Measurement and Payment Procedures.
 - 5.1.1 Prior to payment of fifty percent (50%) of Total Contract Price, progress payments will be made in an amount equal to ninety percent (90%) of the Work completed, and ninety percent (90%) of Invoice Cost of materials and equipment not incorporated in the Work but delivered and suitably stored, less in each case the aggregate of payments previously made so the current retainage is equal to ten percent (10%) of the Work complete.
 - 5.1.2 After payment of fifty percent (50%) of Total Contract Price has been made, Owner shall withhold such amounts necessary so the total retainage is equal to five percent (5%) of the Total Contract Price.
 - 5.1.3 In the event the Contractor makes only one application for payment upon substantially completing the Work, progress payment will be made in an amount equal to ninety-five

percent (95%) of the Work completed. Owner shall withhold five percent (5%) of the work completed as retainage, said retainage to be paid in accordance with the provisions of Paragraph 5.3, Final Payment.

5.1.4 Should amounts owed by the Contractor to the City for any goods, services, licenses, permits or any other item or purpose remain unpaid beyond the City's general credit policy, those amounts may be deducted from the payment being made by the City to the Contractor pursuant to this agreement.

5.2 OWNER may withhold progress payments if CONTRACTOR fails to submit an updated progress schedule with the application for payment as detailed in Section 01310 Progress Schedules.

5.3 Final Payment. Upon final completion and acceptance of the Work in accordance with Article 14 of the General Conditions, Engineer shall recommend payment and present Contractor's Final Application for Payment to the City. Pursuant to Wyoming State Statutes, final payment cannot be made until forty-one (41) days after publication of the first Notice of Completion.

ARTICLE 6. WITHHELD FUNDS.

Pursuant to Wyoming Statutes Section 16-6-701 *et seq.*, withheld percentages for Contracts exceeding twenty-five thousand dollars (\$25,000.00) will be retained in an account in the name of the Contractor (except when specifically waived in writing by Contractor) which has been assigned to the Owner until the Contract is completely, satisfactorily, and finally accepted by the Owner. Unless a depository is designated by the Contractor in a written attachment hereto, the Contractor's signature hereon shall act as authority for the Owner to designate a retainage depository on behalf of the Contractor, for the purposes specified in Wyoming Statutes Section 16-6-704. The Contractor's signature hereon shall act as an assignment of the depository account to the Owner, as provided by Wyoming Statutes Section 16-6-701 *et seq.*, whether the depository is designated by the Contractor or by the Owner.

ARTICLE 7. CONTRACTOR'S REPRESENTATIONS.

In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

7.1 Contractor has familiarized himself with the nature and extent of the Contract documents, Work, locality, and with all local conditions and federal, state, and local Laws and Regulations that in any manner may affect cost, progress, or performance of the Work.

7.2 Contractor has studied carefully all reports of investigations and test of subsurface and latent physical conditions at the site or otherwise affecting cost, progress, or performance of the Work which were relied upon by Engineer in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.

- 7.3 Contractor has made or caused to be made examinations, investigations, and test and studies as he deems necessary for the performance of the Work at the Contract price, within the Contract Time, and in accordance with the other terms and conditions of the Contract documents; and no additional examinations, investigations, tests, reports, or similar data are or will be required by Contractor for such purposes.
- 7.4 Contractor has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the terms and conditions of the Contract documents.
- 7.5 Contractor has given Engineer written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract documents and the written resolution thereof by Engineer is acceptable to Contractor.

ARTICLE 8. CONTRACT DOCUMENTS.

The Contract documents which comprise the entire agreement between Owner and Contractor are attached to this Agreement, made a part hereof and consist of the following:

- 8.1 This Agreement (Pages SFA-1 to SFA-6, inclusive).
- 8.2 Standard Joint Account Agreement or Letter of Forfeiture waiving same.
- 8.3 Exhibit "A" – Bid Form and Bid Schedule.
- 8.4 Addenda No. 1.
- 8.5 Standard Performance and Labor and Material Payment Bonds.
- 8.6 Certificates of Insurance, of Workers' Compensation Coverage, and of Unemployment Insurance Coverage.
- 8.7 Standard General Conditions (Pages 00700-1 to 00700-42, inclusive).
- 8.8 Standard Supplementary Conditions (Pages SSC-1 to SSC-16, inclusive).
- 8.9 General Requirements, consisting of six (6) sections.
- 8.10 Special Provisions (Section 01810, and SS-1 to SS-10, inclusive).
- 8.11 Notice of Award.

- 8.12 Notice to Proceed.
- 8.13 Minutes of the Pre-Bid Conference, if any.
- 8.14 Shop Drawings and other Submittals furnished by Contractor during performance of the Work and accepted by the Owner.
- 8.15 Any modifications, amendments, and supplements, including Change Orders, issued pursuant to Paragraphs 3.4 and 3.5 of the General Conditions, on or after the effective date of this Agreement.
- 8.16 Certificate of Substantial Completion.
- 8.17 Drawings: North Platte River Restoration – First Street Reach, Project No. 12-51 (Sheets 1-45)

ARTICLE 9. 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. The Owner specifically reserves the right to assert any and all immunities, rights, and defenses it may have pursuant to the Wyoming Governmental Claims Act.

ARTICLE 10. MISCELLANEOUS PROVISIONS.

Terms used in this Agreement, which are defined in the General Conditions, shall have the meanings designated in those conditions.

(this space intentionally left blank)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in one (1) original copy on the day and year first above written.

APPROVED AS TO FORM:
(North Platte River Restoration – First Street Reach, Project 12-51)

Walter Tremel

DATED this _____ day of _____, 2019.

ATTEST:

CONTRACTOR:
Shamrock Environmental Corporation
6106 Corporate Park Drive
Browns Summit, NC 27214

By: _____

By: _____

Title: _____

Title: _____

ATTEST:

OWNER:
CITY OF CASPER, WYOMING
A Municipal Corporation

By: _____

By: _____

Fleur D. Tremel

Charles Powell

Title: City Clerk

Title: Mayor

CITY OF CASPER
CHANGE ORDER

NO. One (I)

PROJECT: NPRR – First Street Reach
Project No. 17-083

DATE OF ISSUANCE: August 7, 2019

OWNER: City of Casper, Wyoming

CONTRACTOR: Shamrock Environmental Corporation

ENGINEER: Stantec Consulting Services

You are directed to make the following changes in the Contract Documents:

Description: Change Order #1 due to revised bid pricing.

Attachments: Memo & Contractor's Change Order Request

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price: \$ <u>3,061,635.90</u>	Original Contract Time: (days or date) <u>Substantial completion: May 15, 2020</u> <u>Final completion: May 31, 2020</u>
Previous Change Orders No. <u>---</u> to <u>---</u> \$ <u>00.00</u>	Net change from previous Change Orders (days): <u>-- 0 --</u>
Contract Price prior to this Change Order: \$ <u>3,061,635.90</u>	Contract Time Prior to this Change Order: (date) <u>Substantial completion: May 15, 2020</u> <u>Final completion: May 31, 2020</u>
Net Decrease/ Increase of this Change Order: \$ <u>605,676.50</u>	Net Increase/ Decrease of this Change Order: (days) <u>-- 0 --</u>
Contract Price with all approved Change Orders: \$ <u>2,455,959.40</u>	Contract Time with all approved Change Orders:(date) <u>Substantial completion: May 15, 2020</u> <u>Final completion: May 31, 2020</u>

ACCEPTED:

RECOMMENDED:

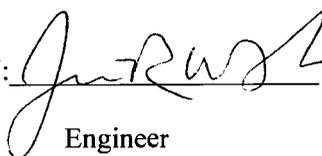
APPROVED:

BY: _____



Contractor

BY: _____



Engineer

BY: _____

Owner

North Platte River Restoration - First Street Reach, Project No. 12-51
 Shamrock Environmental Corporation
 Change Order No. 1 - Revised Bid Price Proposal

Base Bid Item	Bid Item	Estimated Quantity	Unit	Unit Bid Price	Total Cost
1	Mobilization	1	LS	\$ 106,750.00	\$ 106,750.00
2	Construction Staking and Layout	1	LS	\$ 20,700.00	\$ 20,700.00
3	Channel Excavation	16950	CY	\$ 18.50	\$ 313,575.00
4	Channel Fill	11190	CY	\$ 10.90	\$ 121,971.00
5	Compacted Clay Fill (Structural Fill)	35	CY	\$ 82.00	\$ 2,870.00
6	Contaminated Material Disposal	1890	CY	\$ 92.20	\$ 174,258.00
7	Non-contaminated Material Disposal	3120	CY	\$ 22.40	\$ 69,888.00
8	Topsoil Salvage/Placement	755	CY	\$ 27.00	\$ 20,385.00
9	Clearing and Grubbing	5	AC	\$ 4,750.00	\$ 23,750.00
10	Debris Removal	440	CY	\$ 133.10	\$ 58,564.00
11	Select Material	4250	Ton	\$ 57.50	\$ 244,375.00
12	Boulder	1690	Ton	\$ 68.10	\$ 115,089.00
13	Bar Vane	2	EA	\$ 30,773.00	\$ 61,546.00
14	W-Bar Vane	1	EA	\$ 28,774.00	\$ 28,774.00
15	Boulder Vane	5	EA	\$ 6,606.00	\$ 33,030.00
16	Boulder Cluster	6	EA	\$ 1,950.00	\$ 11,700.00
17	Woody Debris Toe Protection	1270	LF	\$ 162.00	\$ 205,740.00
18	Willow Wattle Grade Control	1	EA	\$ 1,165.00	\$ 1,165.00
19	Stabilized construction entrance	1	EA	\$ 2,403.00	\$ 2,403.00
20	Temporary Silt Fencing	3650	LF	\$ 5.20	\$ 18,980.00
21	Filter Fabric	70	SY	\$ 9.00	\$ 630.00
22	Coir Fiber Matting	2440	SY	\$ 10.30	\$ 25,132.00
24	Coconut Fiber Matting	2465	SY	\$ 4.40	\$ 10,846.00
25	Removed			\$ -	\$ -
26	Removed			\$ -	\$ -
27	Removed			\$ -	\$ -
28	Removed			\$ -	\$ -
29	Reinforced Concrete Pipe Re-Alignment - 18"	20	LF	\$ 87.00	\$ 1,740.00
30	Removed			\$ -	\$ -
31	Flared End Section - 18"	1	EA	\$ 3,006.00	\$ 3,006.00
32	Flared End Section - 24"	1	EA	\$ 4,008.00	\$ 4,008.00
33	Removed			\$ -	\$ -
34	18" Elbows/Connections	2	EA	\$ 2,760.00	\$ 5,520.00
35	Thrust Blocks	15	CY	\$ 575.00	\$ 8,625.00
36	Removed			\$ -	\$ -
37	Removed			\$ -	\$ -
38	Eco Drop Inlet Model (Frog Creek Partners)	9	EA	\$ 1,250.00	\$ 11,250.00
39	Water Control	1	LS	\$ 416,588.00	\$ 416,588.00
40	Russian Olive Control and Removal (~25 trees)	1	LS	\$ 20,673.00	\$ 20,673.00
41	Temporary/Supplemental Seeding	5	AC	\$ 972.00	\$ 4,860.00
42	Wood Straw	5	AC	\$ 7,527.00	\$ 37,635.00
43	Riparian Seed Mix	1.5	AC	\$ 8,231.00	\$ 12,346.50
44	Upland Seed Mix	2	AC	\$ 6,231.00	\$ 12,462.00
45	Wetland Seed Mix	0.9	AC	\$ 7,356.00	\$ 6,620.40
46	Live Staking	1000	EA	\$ 3.70	\$ 3,700.00
47	Soil Lifts	4030	LF	\$ 26.90	\$ 108,407.00
48	Container-Grown and/or Balled and Burlapped (B&B) Plant	575	EA	\$ 72.70	\$ 41,802.50
49	Willow Fascines	870	LF	\$ 13.90	\$ 12,093.00
50	As Built Survey	1	LS	\$ 9,775.00	\$ 9,775.00
51	Stockpiled Log Transportation	1	LS	\$ 54,596.00	\$ 54,596.00
52	Supplemental Watering	1	LS	\$ 8,131.00	\$ 8,131.00
52	Removed			\$ -	\$ -
53	Removed			\$ -	\$ -
				Total Base Bid Estimate	\$ 2,455,959.40

**BID DOCUMENTS FOR
NORTH PLATTE RIVER RESTORATION PROJECT
FIRST STREET REACH**

3.1 BID FORM

EXHIBIT "A"
STANDARD
BID FORM

(Approved by City Attorney, 1995)

PROJECT IDENTIFICATION: City of Casper

NORTH PLATTE RIVER RESTORATION PROJECT FIRST STREET
REACH, PROJECT 12-51

THIS BID SUBMITTED TO: City of Casper
200 North David Street
Casper, Wyoming 82601

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the City in the form included in the Bidding Documents and to complete all Work as specified or indicated in the Bidding Documents (with the exception of final tree and shrub planting) for the Contract Price by December 15, 2019. In order to meet survivability requirements and performance standards, final planting is anticipated to occur in Spring (April-May) 2020. The project is anticipated to be substantially complete and ready for final payment not later than May 31, 2020, in accordance with the Bidding Documents.
2. Bidder accepts all of the terms and conditions of the Advertisement for Bids and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Guaranty. This Bid will remain effective for thirty (30) days after the day of Bid opening. Bidder will sign the Agreement and submit the Bonds and other documents required by the Bidding Documents within thirty (30) days after the date of the City's Notice of Award.
3. Notice that preferences will be granted pursuant to Wyoming Statutes Section 16-6-101, et seq., is hereby acknowledged.
4. In submitting this Bid, Bidder represents, as more fully set forth in the Bidding Documents, that:
 - A. Bidder has examined copies of all the Bidding Documents and of the following addenda (receipt of all which is hereby acknowledged):

Addendum No. 1 Dated JULY 22, 2019
Addendum No. _____ Dated _____

**BID DOCUMENTS FOR
NORTH PLATTE RIVER RESTORATION PROJECT
FIRST STREET REACH**

progress, or performance of the work and has made such independent investigations as Bidder deems necessary;

- C. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, corporation, or other business entity. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid. Bidder has not solicited or induced any person, firm, or a corporation to refrain from bidding. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or against the City.
5. Bidder is bidding all schedules, alternates, if any, and will complete the Work for unit price(s) stated on the attached bid schedule based on materials actually furnished and installed and services actually provided. The Bid is summarized below on the basis of estimated quantities:

TOTAL BASE BID, IN NUMERALS: \$ 3,061,635.90

TOTAL BASE BID, IN WORDS: Three Million, Sixty-One Thousand, Six Hundred Thirty-Five and Ninety Cents DOLLARS.

6. Bidder agrees that the work for the City will be as provided above.
7. Bidder accepts the provisions of the Bidding Documents as to liquidated damages in the event of failure to complete the work on time, unless otherwise stated as provided below. Bidder agrees that such liquidated damages are not a penalty and that the amount provided is as close an estimate as possible to actual damages. Any exceptions or objections to this provision are stated in writing and attached hereto by Bidder.
8. The following documents are attached to and made a condition of this Bid:
- A. Required Bid Guaranty in the form of a Bid Bond. (Unless otherwise provided by the City.)
- B. Itemized Bid Schedule.
9. Communications concerning this Bid shall be addressed to:
ROBERT DUKES
Address of Bidder: SHAMROCK ENVIRONMENTAL CORPORATION
6106 CORPORATE PARK DRIVE
BROWNS SUMMIT, NC 27214
bdukes@shamrockenviro.com 800-881-1098
10. The terms used in this Bid are defined in and have the meanings assigned to them in the General Conditions, except as provided in the Supplementary Conditions and Bidding Documents.

Submitted on July 25, 2019.

**BID DOCUMENTS FOR
NORTH PLATTE RIVER RESTORATION PROJECT
FIRST STREET REACH**

Bidder is bidding as a NON-RESIDENT (Insert Resident or Non-Resident)

IF BIDDER IS:

AN INDIVIDUAL NOT APPLICABLE

By: _____

(seal) (Individual's Name)

doing business as: _____

Business Address: _____

Phone Number: _____

A PARTNERSHIP NOT APPLICABLE

By: _____

(seal) (Firm's Name)

(General Partner)

Business Address: _____

Phone Number: _____

A CORPORATION OR LIMITED LIABILITY COMPANY

By: SHAMROCK ENVIRONMENTAL CORPORATION

(seal) (Corporation's or Limited Liability Company's Name)

NORTH CAROLINA

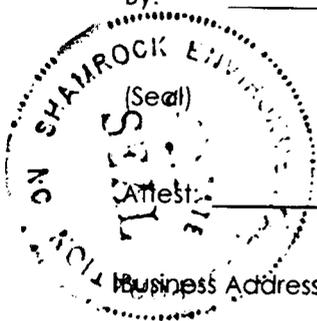
(State of Incorporation or Organization)

BID DOCUMENTS FOR
NORTH PLATTE RIVER RESTORATION PROJECT
FIRST STREET REACH

By:

(seal) (Title)

MARK WISE, VICE PRESIDENT



(Seal)

Attest:

DENNIS R. SNEAD, JR., ASSISTANT SECRETARY

Business Address:

6106 CORPORATE PARK DRIVE
BROWNS SUMMIT, NC 27214

Phone Number:

800-881-1098

A JOINT VENTURE

NOT APPLICABLE

By:

(seal) (Name)

(Address)

By:

(seal) (Name)

(Address)

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

**BID DOCUMENTS FOR
NORTH PLATTE RIVER RESTORATION PROJECT
FIRST STREET REACH**

3.2 BID SCHEDULE

Table 3-1 Quantities for North Platte River Restoration Project First Street Reach, Project 12-15 - Base Bid

Base Bid Item	Bid Item	Estimated Quantity	Unit	Unit Bid Price	Total Cost
1	Mobilization	1	LS	---	\$114,128.00
2	Construction Staking and Layout	1	LS	---	\$20,700.00
3	Channel Excavation	16950	CY	\$22.00	\$372,900.00
4	Channel Fill	11190	CY	\$14.40	\$161,136.00
5	Compacted Clay Fill (Structural Fill)	35	CY	\$82.00	\$2,870.00
6	Contaminated Material Disposal	1890	CY	\$92.20	\$174,258.00
7	Non-contaminated Material Disposal	3120	CY	\$22.40	\$69,888.00
8	Topsoil Salvage/Placement	755	CY	\$27.00	\$20,385.00
9	Clearing and Grubbing	5	AC	\$8,587.00	\$42,935.00
10	Debris Removal	440	CY	\$194.00	\$85,360.00
11	Select Material	4250	Ton	\$57.50	\$244,375.00
12	Boulder	1690	Ton	\$68.10	\$115,089.00
13	Bar Vane	2	EA	\$30,773.00	\$61,546.00
14	W-Bar Vane	1	EA	\$28,774.00	\$28,774.00
15	Boulder Vane	5	EA	\$6,606.00	\$33,030.00
16	Boulder Cluster	6	EA	\$2,065.00	\$12,390.00
17	Woody Debris Toe Protection	1270	LF	\$202.10	\$256,667.00
18	Willow Wattle Grade Control	28	EA	\$724.00	\$20,272.00
19	Stabilized construction entrance	1	EA	\$2,403.00	\$2,403.00
20	Temporary Silt Fencing	3650	LF	\$5.20	\$18,980.00
21	Filter Fabric	70	SY	\$9.00	\$630.00
22	Coir Fiber Matting	2440	SY	\$10.30	\$25,132.00
24	Coconut Fiber Matting	2465	SY	\$6.30	\$15,529.50
25	Boat Ramp	10	CY	\$2,588.00	\$25,880.00
26	Alley Rock	120	CY	\$120.00	\$14,400.00
27	Grade W Base	350	CY	\$99.00	\$34,650.00
28	In-Line Stormwater Treatment	1	EA	\$44,477.00	\$44,477.00
29	Reinforced Concrete Pipe Re-Alignment - 18"	20	LF	\$87.00	\$1,740.00
30	Reinforced Concrete Pipe Re-Alignment - 36"	80	LF	\$276.00	\$22,080.00
31	Flared End Section - 18"	1	EA	\$3,006.00	\$3,006.00
32	Flared End Section - 24"	1	EA	\$4,008.00	\$4,008.00
33	Flared End Section - 36"	1	EA	\$6,702.00	\$6,702.00
34	18" Elbows/Connections	2	EA	\$2,760.00	\$5,520.00
35	Thrust Blocks	15	CY	\$575.00	\$8,625.00
36	Manhole - Type D	1	EA	\$17,250.00	\$17,250.00
37	Manhole Adjustment	1	EA	\$2,875.00	\$2,875.00
38	Eco Drop Inlet Model (Frog Creek Partners)	9	EA	\$1,250.00	\$11,250.00
39	Water Control	1	LS	---	\$416,588.00
40	Russian Olive Control and Removal (~25 trees)	1	LS	---	\$27,829.00
41	Temporary/Supplemental Seeding	5	AC	\$972.00	\$4,860.00
42	Wood Straw	5	AC	\$7,527.00	\$37,635.00

Base Bid Item	Bid Item	Estimated Quantity	Unit	Unit Bid Price	Total Cost
43	Riparian Seed Mix	1.5	AC	\$13,531.00	\$20,296.50
44	Upland Seed Mix	2	AC	\$11,531.00	\$23,062.00
45	Wetland Seed Mix	0.9	AC	\$12,656.00	\$11,390.40
46	Live Staking	1000	EA	\$3.70	\$3,700.00
47	Soil Lifts	4030	LF	\$26.90	\$108,407.00
48	Container-Grown and/or Balled and Burlapped (B&B) Plant	575	EA	\$72.70	\$41,802.50
49	Willow Fascines	870	LF	\$13.90	\$12,093.00
50	As Built Survey	1	LS	---	\$9,775.00
51	Stockpiled Log Transportation	1	LS	---	\$54,596.00
52	Supplemental Watering	1	LS	---	\$8,131.00
52	Pathway	1700	LF	\$80.50	\$136,850.00
53	Existing Trail Removal, Disposal, and Reclamation	1550	LF	\$27.60	\$42,780.00
				Total Base Bid Estimate	\$3,061,635.90



August 6, 2019

File: City of Casper Project No. 12-51
Stantec Project No. 172621110

Scott Baxter, PE
City of Casper
200 North David Street
Casper, WY 82601

Reference: North Platte River Restoration Project – First Street Reach Implementation Phase

Dear Mr. Baxter,

The City of Casper received a bid for the above referenced project from one firm that met the pre-qualifications outlined in the Design Specifications for North Platte River Restoration Project - First Street Reach, dated June 24, 2019. The following qualified bid was received:

Firm	Bid Amount (7/25/2019)	Revised Bid Amount (8/5/2019)
Shamrock Environmental Corporation	\$3,061,635.90	\$2,455,959.40

While the initial bid received was significantly higher than anticipated, the contractor engaged in good faith efforts with the City of Casper to revisit and revise their cost estimate for the project. In addition, the City has removed portions of the bid, which could be done independent of the project and does not require a stream restoration specialty contractor to implement. Based on our discussions with the contractor and our review of the revised bid, it is Stantec’s opinion that the revised bid amount reflects the time and material costs necessary to complete the North Platte River Restoration Project – First Street Reach.

It is Stantec’s recommendation that the City of Casper accept the revised bid, and we therefore recommend that the City award a contract to Shamrock Environmental Corporation to complete this project.

Regards,

Stantec Consulting Services Inc.

J. Randall Walsh, MSc, CERP
Senior Associate
Phone: (970) 658-6766
Randy.Walsh@stantec.com

J. George Athanasakes, PE
Senior Principal
Phone: (502) 727-7144
George.Athanasakes@stantec.com

c. Jolene Martinez, Andrew Beamer

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.

WHEREAS, the City of Casper desires to restore the North Platte River adjacent to First Street; and,

WHEREAS, Shamrock Environmental Corporation, is able and willing to provide those services specified as the North Platte River Restoration – First Street Reach, Project 12-51; and,

WHEREAS, it would be in the best interest of the City to expedite changes by allowing the City Manager to sign change orders affecting time extensions of no more than thirty (30) days, dollar amount changes no greater than Twenty Thousand Dollars (\$20,000.00), and other project administration related change orders that do not substantially alter the scope of the project.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, an agreement with Shamrock Environmental Corporation, for those services, in the amount of Three Million Sixty-One Thousand Six Hundred Thirty-Five and 90/100 Dollars (\$3,061,635.90), and Change Order No. 1 for a contract deduction in the amount of Six Hundred Five Thousand Six Hundred Seventy-Six and 50/100 Dollars (\$605,676.50) for a revised contract price of Two Million Four Hundred Fifty-Five Thousand Nine Hundred Fifty-Nine and 40/100 Dollars (\$2,455,959.40).

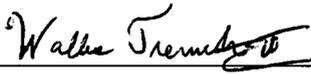
BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments throughout the project, retaining those amounts prescribed by the agreement, equal to a total amount not to exceed Two Million Four Hundred Fifty-Five Thousand Nine Hundred Fifty-Nine and 40/100 Dollars (\$2,455,959.40), and One Hundred Forty-Four Thousand Forty and 60/100 Dollars (\$144,040.60) for a construction contingency account, for a total price of Two Million Six Hundred Thousand and 00/100 Dollars (\$2,600,000.00).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to sign change orders effecting time extensions of no more than thirty (30) days, changes in the dollar amount of the above described agreement not greater than the sum of Twenty Thousand Dollars (\$20,000.00), and other project administration related change orders that do not substantially alter the scope of the project.

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

APPROVED AS TO FORM:

(North Platte River Restoration – First Street Reach, Project No. 12-51)



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Charles Powell
Mayor

July 30, 2019

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

FROM: Tracey L. Belser, Support Services Director *TLB*
Tom Pitlick, Financial Services Director *TP*

SUBJECT: Authorizing the City of Casper to Elect Employee Contributions to be Paid to the Wyoming Retirement System as Untaxed

Meeting Type & Date

Regular Council Meeting, August 20, 2019

Action type

Resolution

Recommendation

That Council, by resolution, authorize the City of Casper to elect employee contributions to be paid to the Wyoming Retirement System as untaxed.

Summary

The Wyoming Retirement System contributions can be untaxed or taxed or a combination of both for employees eligible for retirement through the City of Casper. "Untaxed" meaning that upon retirement or termination, an employee taking a distribution is required to pay federal income tax at the time of distribution. "Taxed" meaning that employees pay federal income tax during their tenure with the City and at the time of distribution do not owe federal income tax. In hindsight, paying taxes now reduces taxes owed in the future (taxed) or vice versa, foregoing payment on taxes now will increase taxes owed in the future (untaxed).

For the past fifteen years, the City of Casper has elected a combination of "Both" which means that the portion of the employee contribution is taxed and the employee pays the federal income tax now. The City of Casper benefit contribution on behalf of the employee goes in as untaxed. Thus, upon future distributions, the employee would pay federal income tax on the City's contribution only.

Making a change to "Untaxed" will mean that all contributions, from the employee and the employer, will go into the retirement account the same. The immediate benefit to the employees would be an increase in net pay each pay period as their adjusted gross income is reduced. Generally, retired employees electing distributions tend to fall in lower income brackets compared to active employees as annual income tends to decrease in retirement. Therefore, the taxes paid in the future would be less than the taxes paid now which saves employees money over time.

Financial Considerations

None.

Oversight/Project Responsibility

Tracey L. Belser, Support Services Director

Tom Pitlick, Financial Services Director

Attachments

Taxed vs Untaxed Pension Employee Contributions



Taxed vs Untaxed Pension Employee Contributions

Contributions required of the employer are always untaxed; however, the tax treatment of the employee contribution is determined by the employer. WRS accepts contributions as "taxed", "untaxed", or a combination of the two; "both". Participating employers must be consistent with all employees.

The employer must make a decision if the employee's contributions are to be taxed, untaxed, or both. In order for an employer to report employee contributions as untaxed, the employer must have formal documentation from its governing board stating the employer has elected to "pick-up" the employee portion of the contribution in lieu of contributions from the employee, and the employee does not have the ability to opt out of the election or receive the contributions directly rather than having them paid to WRS. Employers may elect to "pick-up" the employee contribution as untaxed even if the contributions are being paid through a reduction in the employee's salary.

WRS has available a draft form of resolution for employers to allow the employee portion of the contribution to be reported as untaxed. If WRS does not have this formal documentation from the employer on file, then you will not be able to report your employee contributions as "untaxed". WRS is required to track whether employee contributions were sent taxed or untaxed.

Taxed: If contributions are deducted from the employee's check after federal income taxes are computed, the contribution is reported to WRS as taxed. Taxes have been paid on this amount, and federal income taxes will not be due on this amount upon termination or retirement.

Untaxed: Contributions are either paid by the employer, without the employee recognizing any income for the amounts paid by the employer, or contributions are deducted from the employee's salary and federal income tax is computed on the employee's salary less the contribution amount. No taxes have been paid on this amount, and federal income taxes will be due on this amount upon termination or retirement. Please be aware if you are a non-state agency, you must have the formal documentation listed above on file with WRS to report contributions as "untaxed".

Both: A portion of the employee contribution is either taken from the employee's salary untaxed, or is paid by the employer, without being reported as income to the employee and a portion of the employee contribution is being taken from the employee's salary after federal income tax has been withheld and is considered income to the employee.

The tax method by which the employee's contributions were calculated by the employer will determine whether the future retirement benefit received by the employee is taxable or not.

In the majority of cases, employees benefit from untaxed contributions because most employees will be in either the same or a lower tax bracket after retirement.

The following shows the difference in pay to an employee between taxed contributions and untaxed contributions.

Example of Taxed Contribution paid by employee:

Gross Salary	\$1,000.00
Federal Income Tax	\$ 120.00
Contributions	<u>\$ 82.50</u>
Net Pay	\$ 797.50

Example of Untaxed Contribution paid by employee:

Gross Salary	\$1,000.00
Contributions	<u>\$ 82.50</u>
Adjusted Gross Salary	\$ 917.50
Federal Income Tax	<u>\$ 110.10</u>
Net Pay	\$ 807.40

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.

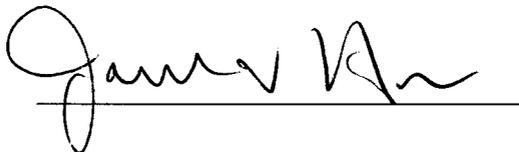
WHEREAS, the City of Casper has authority to elect employee contributions to be paid to the Wyoming Retirement System as taxed or untaxed; and,

WHEREAS, the City of Casper desires to pay all employee contributions to the Wyoming Retirement System as untaxed contributions.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the City Manager, or his designee, is hereby authorized and directed to execute, and the City Clerk to attest, that the City of Casper shall pay all employee contributions to Wyoming Retirement System as untaxed contributions.

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 5, 2019

MEMO TO: J. Carter Napier, City Manager 

FROM: Andrew Beamer, P.E., Public Services Director 
Bruce Martin, Public Utilities Manager

SUBJECT: Authorizing a Contract for Outside-City Water Service with C. E. Swinney, LLC.

Meeting Type & Date
Regular Council Meeting
August 20, 2019

Action type
Resolution

Recommendation
That Council, by resolution, authorize a Contract for Outside-City Water Service with C. E. Swinney, LLC.

Summary
This contract provides Outside-City water service for two parcels of land. Parcel #1 contains 72.65 acres and is located northwest of SE Wyoming Blvd and west of Country Club Road. Parcel #2 contains 420.01 acres with a portion being located southeast of SE Wyoming Blvd and south of Country Club Road, and a portion being located northwest of SE Wyoming Blvd and south of Heritage Hills #5. Both parcels are located adjacent to the East Casper Zone 3 water line that is currently under construction. Upon completion of the water line, the Owner will be able to obtain service from the new 16-inch water main.

The Owner agrees that water service for these properties is to be used for stock watering purposes only and acknowledges that use of a tap for domestic use or development will implicate City's annexation requirements. The Public Utilities Advisory Board conceptually approved the contract at its July 25, 2018 meeting and has recommended Council approval.

Financial Considerations
No financial considerations

Oversight/Project Responsibility
Bruce Martin, Public Utilities Manager

Attachments
Resolution
Agreement

CONTRACT FOR OUTSIDE-CITY WATER SERVICE

THIS AGREEMENT is made, dated, and signed this 2th day of August, 2019, by and between City of Casper, Wyoming, a municipal corporation, 200 North David Street, Casper, Wyoming 82601, hereinafter referred to as "City", and C. E. Swinney, LLC, P.O. Box 50723, Casper, Wyoming 82605, hereinafter referred to as "Owner."

RECITALS

- A. Owner is the owner of certain land as described in Exhibit "A" being a portion of Township 33 North, Range 79 West of the 6th P.M., parts of Sections 13, 14, 22, 23, and 24 which is not within the corporate limits of the City of Casper; and,
- B. City owns a 16-inch water main located on or adjacent to property owned by Owner; and
- C. Owner desires to obtain water service from City for stock watering purposes on Owner's land; and
- D. Owner can connect by service lines into the 16-inch water main located adjacent to Owner's property; and,
- E. Water taps are presently installed and accessible to Owner as follows:

TAP NAME	TAP LOCATION	LAND TIE TO TAP
Existing tap	NE¼SE¼Sec. 14, T.33N., R.79W.	S15°17'04"E, 1339.03' from C-E1/16 cor of S. 14
Tap by water tanks	SW¼SE¼Sec. 14, T.33N., R.79W.	S05°10'10"W, 1532.64' from C-E1/16 cor of S. 14
Tap by Carol's gate	NE¼SE¼Sec. 23, T.33N., R.79W.	S87°14'29"E, 872.97' from C-E1/16 cor of Sec. 23
South Tap, east	NW¼SE¼Sec. 23, T.33N., R.79W.	S53°42'49"E, 1039.84' from C1/4 cor of S. 23
South Tap, west	NE¼SW¼Sec. 23, T.33N., R.79W.	S34°12'45"W, 779.86' from C1/4 cor of S. 23

F. Owner and City have agreed to such outside-city water service under the terms and conditions of this Agreement.

NOW THEREFORE, it is hereby agreed among the parties as follows:

1. Incorporation of Recitals

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

2. Service

- a. The property served shall be limited to that described in Exhibit "A." No other properties shall be served without the express permission of the City Council of the City of Casper.
- b. Owner is hereby allotted five (5) $\frac{3}{4}$ or 1-inch water service connections and meters.
- c. Owner may install five (5), $\frac{3}{4}$ or 1-inch water service lines and meter pits at Owner's sole cost and expense.
- d. Owner shall be responsible for obtaining easements from other property owners for the water service lines as needed at its sole cost and expense.
- e. The five water service connections shall be used for stock watering purposes only.
- f. The five water services shall include appropriate backflow protection devices.

3. Right of Inspection

- a. City shall have the right to inspect all water system construction. All water system construction must meet City requirements. Before connection of the water services to any building, all work must be accepted and approved by City.
- b. The curb box for the water service line shall be protected during the subsequent course of developing the property from damage, and Owner shall be wholly responsible for the repair and replacement to City's satisfaction of such that are damaged or destroyed. If Owner shall fail or refuse to promptly repair or replace such boxes as required, City may do so and charge Owner directly for said cost. Owner shall adjust said valve and curb boxes to finished grade.

4. Charges for Service

- a. All meter pits, vaults, and water meters, as required by City's staff, shall be obtained and installed by and at Owner's sole cost and expense according to the rules and regulations of City. The meter pit or vault shall remain the property of Owner.
- b. Owner will pay to City the then-current outside-City system investment charge for each connection (lot) to be served with water. Owner shall also pay to the Central Wyoming Regional Water System Joint Powers Board, the then-current Regional Water System investment charge for each connection to be served with

water. Payment will be made prior to actual receipt of water service provided by City.

- c. The charge for water service provided shall be at City's existing rate as the same shall apply from time to time for all retail outside-City water service, until such time as said property is annexed into City of Casper. After annexation, the rates will be the existing rates for retail inside-City water service.

5. Regulation

- a. Water service to be provided shall be only to the extent provided for herein and to the extent that said water service is available and above that which is necessary to satisfy the needs of the incorporated area of City of Casper. In times of drought, extreme demand, or facility failure, water service may not be available.
- b. Owner shall make the necessary provisions so that each building to be served shall have a pressure reducing valve limiting pressure to a maximum of 60 psi, and shall encourage all residents to adhere to the following water saving device recommendations: toilets with a maximum flush of 3 1/3 gallons; aerators which provide for a maximum flow of 1 gpm on all bathroom sinks; and water saving shower heads to limit flow to maximum 3.0 gpm.
- c. Owner agrees to abide by the rules and regulations of City regarding the use of its water and sewer facilities, all relevant ordinances of City of Casper relating to water and sewer service; all other state and federal laws, rules, and regulations including, but not limited to, all provisions of the Federal Pretreatment Regulations (40CFR, Part 403), and all City ordinances relating to industrial pretreatment.

6. Fire Flows

- a. Owner agrees that fire flow capabilities to his properties are impractical at this time. Owner, by signing this agreement, understands that there are certain risks that Owner and Owner's property may be subject to by not having fire flow capabilities. Owner is willing to assume these risks and irrevocably, fully and forever releases and discharges City of Casper, City Council, and its mayor, the Casper Public Utilities Board, and all their officers, employees, agents, managers, and contractors from all negligence, claims, demands, liabilities, causes of action, or damages of any kind relating to any harm, personal injury, wrongful death, property damage, or debt suffered resulting from lack of fire flow to Owner's property.
- b. The terms of this release in this Agreement are contractual and not a mere recital. If the property is owned or leased by Owner, and anyone else as husband and wife, tenants in common, partnership, corporation, or any other legal entity other than an individual, Owner hereby states and certifies that Owner is authorized by

such individual or other entity to bind such individual or entity to this release. This release shall be binding upon Owner's personal representatives, heirs, successors, and/or assigns. Owner acknowledges by execution of this release that Owner fully understands these provisions and fully and voluntarily enters into them. This release shall not affect any immunities of City of Casper pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 et seq., as amended.

7. Construction Term

One meter pit has already been in place for more than 10 years. Owner will install two (2) of the remaining four (4) meter pits within two (2) years from the time of consummation of this Agreement. The remaining two (2) meter pits will be made at a future date to be determined by Owner's needs.

8. Annexation

- a. Owner hereby agrees that water service to these properties is to be used for stock watering purposes only and acknowledges that use of a tap for domestic use or development will implicate City's annexation requirements.
- b. This Agreement shall terminate, and be null and void between the parties, and City shall have the right to terminate all services provided under this Agreement to a tap if Owner changes the use of water from such tap to domestic use or development unless Owner complies with annexation requirements for the parcel(s) served by such tap. For absence of doubt, if water service is terminated, it shall only be with respect to the tap that is non-compliant.

9. Discontinuance of Utility Services/Remedies

- a. A utility service provided under this Agreement may be discontinued in accordance with Casper Municipal Code Section 13.03.070, or for any material breach of this Agreement by Owner.
- b. The remedies in this section are in addition to any other remedies in this Agreement, or which City may otherwise have at law or equity, and are not a limitation on the same. Owner further agrees to pay all reasonable attorneys' fees, court costs, and litigation costs if City must enforce the provisions of this Agreement in a court of law.

10. General Provisions

- a. Successors, Assigns and Recording: The terms and conditions of this Agreement shall be binding upon the parties hereto, and shall inure to the benefit of all parties hereto and their respective heirs, successors, assigns, and grantees and shall bind and run with the real property and set forth in Exhibit "A" attached hereto, and

shall be recorded in the Natrona County real estate records by City at the Owner's sole cost and expense. Owner shall not assign this Agreement or otherwise subcontract its duties and responsibilities as set forth in this Agreement without the prior written consent of City.

- b. Wyoming Governmental Claims Act: 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. City specifically reserves the right to assert any and all immunities, rights, and defenses it may have pursuant to the Wyoming Governmental Claims Act.
- c. Governing Law and Venue: This Agreement, its interpretation and enforcement shall be governed and construed in accordance with the laws of the State of Wyoming. Any litigation regarding this Agreement shall be resolved in a court of competent jurisdiction situated in Natrona County, Wyoming.
- d. Complete Agreement: This Agreement shall constitute the entire understanding and agreement of the parties, and supersedes any prior negotiations, discussions or understandings.
- e. Amendment: No amendment or modification of the terms of this Agreement shall be valid or enforceable unless made in writing and executed by all parties hereto.
- f. Waiver: Failure on the part of either party to enforce any provision of this Agreement, or the waiver thereof, in any instance, shall not be construed as a general waiver or relinquishment on its part of any such provision, but the same shall nevertheless be and remain in full force and effect.
- g. No Third Party Beneficiary Rights: The parties to this Agreement do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to this Agreement, and shall inure solely to the benefit of the parties to this Agreement. The parties to this Agreement intend and expressly agree that only parties signatory to this Agreement shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.
- h. Severability: If any term of this Agreement is to any extent illegal, otherwise invalid, or incapable of being enforced, such term shall be excluded to the extent of such invalidity or unenforceability; all other terms hereof shall remain in full force and effect; and, to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term. If application of this Severability provision should materially

and adversely affect the economic substance of the transactions contemplated hereby, the Party adversely impacted shall be entitled to compensation for such adverse impact, provided the reason for the invalidity or unenforceability of a term is not due to the misconduct by the Party seeking such compensation.

- i. Notices: Notices required or permitted to be given by a Party to the others must be in writing and either delivered in person or sent to the address shown below (or such subsequent address as may be designated by either party in writing) by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt:

Owner Info
C. E. Swinney, LLC
PO Box 50723
Casper, Wyoming 82605

City of Casper
Attn: Public Services Director
200 North David
Casper, WY 82601

- j. Headings: The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation thereof.
- k. Survival: All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with this Agreement, as well as all continuing obligations indicated in this Agreement, will survive final payment, completion and acceptance of the services and termination or completion of the Agreement.
- l. Copies: This Agreement may be executed in more than one copy, each copy of which shall serve as an original for all purposes, but all copies shall constitute but one and the same Agreement.
- m. Authority: Each individual executing this Agreement for and on behalf of their principals hereby state that they have the requisite power and authority to enter into this Agreement and to consummate the transactions contemplated and intended hereby. Owner further states that it is authorized to transact business in the State of Wyoming, properly registered and not delinquent with the Secretary of State.

[The rest of this page is intentionally left blank.]

EXECUTED the day and year first above written.

APPROVED AS TO FORM:

Walter Tremel

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation:

Fleur D. Tremel
City Clerk

Charles Powell
Mayor

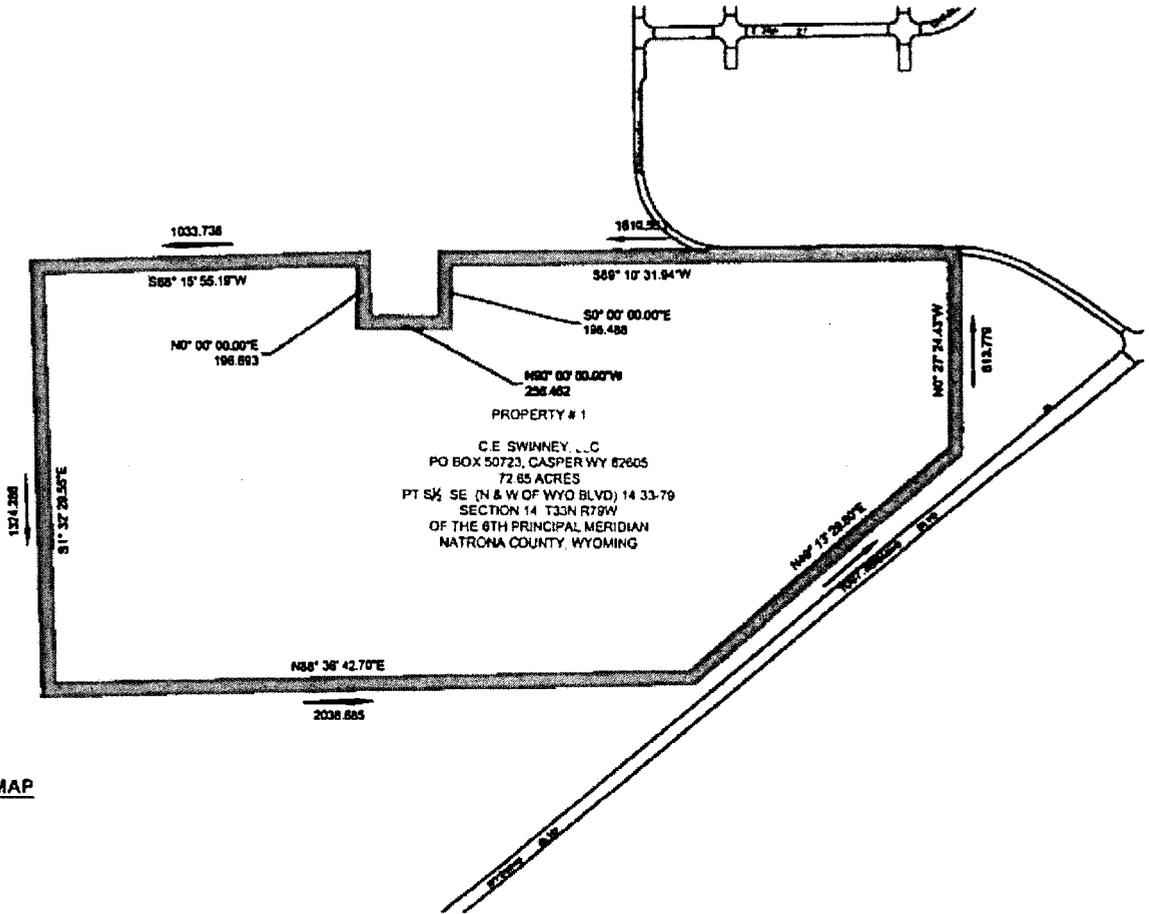
WITNESS:

OWNER:
C. E. Swinney, LLC
PO Box 50723
Casper, Wyoming 82605

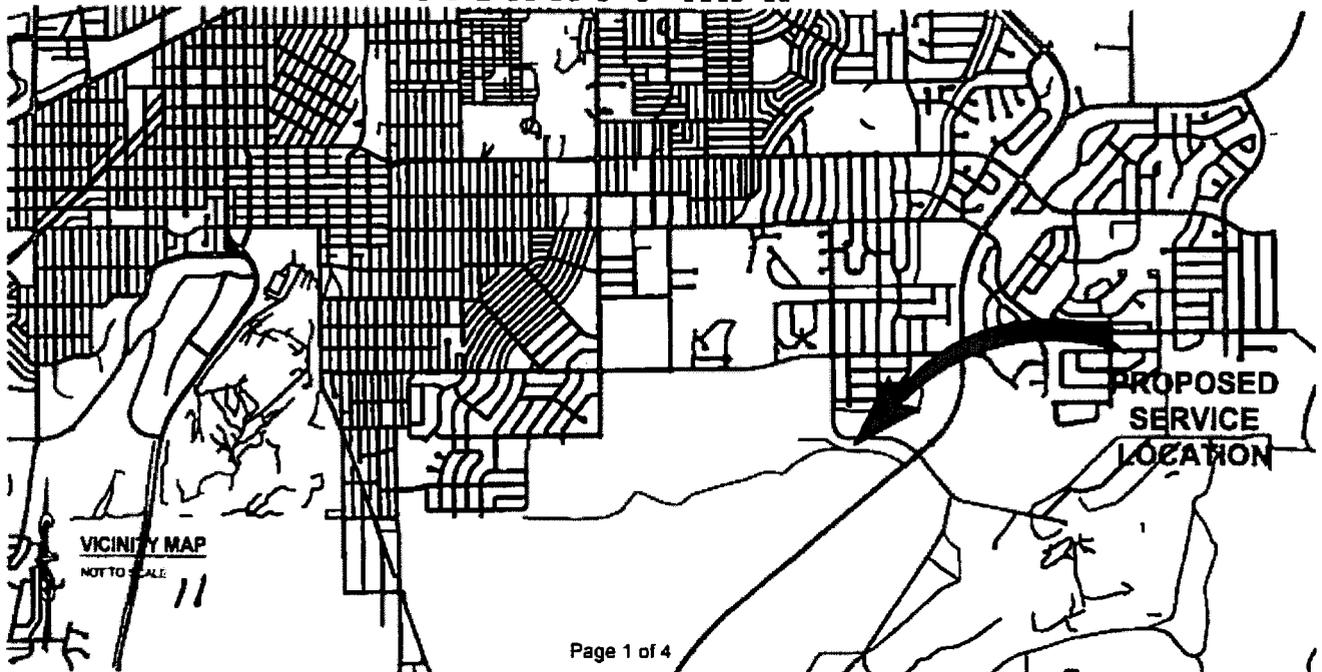
[Signature]

Carol E. Swinney
Carol E. Swinney

EXHIBIT "A" LOCATION MAP



VICINITY MAP



C. E. Swinney, LLC
Property #1

Township 33 North
Range 79 West of the 6th P.M.
Natrona County, Wyoming

Section 13:

Pt. W1/2SW1/4 and Pt. SW1/4NW1/4 lying north and west of Wyoming Boulevard and south of that parcel conveyed to Carjo Land Company by Instrument No. 250024, Book 294 of Deeds, Page 29, recorded on November 6, 1978, excepting Pratt Addition No. 3, and further excepting that parcel conveyed to Robert C. Ide by C.E. Swinney, LLC, by Instrument No. 743310 and recorded on May 28, 2004;

Section 14:

Pt. SE1/4NW1/4 lying east and south of Pratt Addition No. 4, and Pratt Addition No. 6;

W1/2NE1/4 and the SE1/4NE1/4, excepting therefrom Pratt Addition No. 6 to the City of Casper, Wyoming, and Rustic Ridge Addition to the City of Casper, Wyoming, Manor Heights School Addition to the City of Casper, Wyoming, and further excepting the property being a tract containing 0.732 acres more or less described in the Trustees Deed from First Interstate Bank of Casper, N.A., Trustee of the Gertrude Arline Pratt Revocable Trust to the City of Casper, Wyoming, dated March 27, 1984, Recorded May 8, 1984, as instrument number 370246;

Pt. NE1/4SE1/4 lying south of Pratt Addition No. 3 and west of Kingsbury Drive in the parcel described as:

Beginning at a point which falls south 64°47' west a distance of 1143.7 feet from the E1/4 corner, Section 14, Township 33 north, Range 79 west, 6th P.M., Natrona County, Wyoming; thence south 89°59' west a distance of 270 feet to a point; then south 00°01' east a distance of 160 feet to a point; thence north 89°59' east a distance of 270 feet to a point; thence south 00°01' east a distance of 160 feet to the point of beginning; also described as Lots 12, 13, 14, 15, 16, 17, 18, and 19 of Block 9, New Country Club Heights, Addition to the City of Casper, Natrona County, Wyoming, as the same appears on the plat thereof, recorded in the office of the County Clerk of Natrona County, Wyoming;

NW1/4SE1/4;

SW1/4, excepting those two parcels described in the deeds from First National Bank of Casper, Trustee of the Gertrude Arline Pratt Revocable Trust to Gertrude Arline Pratt dated February 3, 1979, recorded February 14, 1979, instrument number 256629 and from First Interstate Bank of Casper, N.A., Trustee of the Gertrude Arline Pratt Revocable Trust to Gertrude Arline Pratt, dated June 30, 1982, recorded July 28, 1982, as instrument number 335463 (Swinney Tracts), and further excepting the northerly 20 feet of the NW1/4SW1/4 as described in the plat of Pratt Addition No. 4 to the City of Casper, Wyoming;

C. E. Swinney, LLC
Property #2

Township 33 North
Range 79 West of the 6th P.M.
Natrona County, Wyoming

Section 13:

SE1/4SW1/4, excepting any part thereof contained in the Corrective Warranty Deed recorded September 24, 1992 as Instrument No. 513850

Section 22:

Pt. SE1/4SE1/4 more particularly described as follows:

Beginning at the SE corner of said Section 22; thence N.0°47'E, along the east line of said Section 22, a distance of 648.64 feet; thence S.45°38'W, a distance of 927.54 feet to the south line of said Section 22; thence east along the south line of said Section 22, a distance of 654.21 feet to the point of beginning

Section 23:

NE1/4SE1/4

S1/2NW1/4; SW1/4NE1/4; N1/2NE1/4SW1/4; N1/2NW1/4SE1/4;

W1/2SW1/4, excepting .037 acres in SW1/4SW1/4 conveyed to Donald R. Walter and Paula Walter by Instrument No. 668562 and recorded on April 17, 2001;

Section 24:

NE1/4NW1/4, excepting any part thereof contained in the Corrective Warranty Deed recorded September 24, 1992 as Instrument No. 513850;

S1/2NW1/4, excepting 2.9 acres in the SW1/4NW1/4 conveyed to Country Club Village, a general partnership, by instrument 645099, and recorded on November 18, 1999;

Pt. N1/2SW1/4, lying northwest of a line from the southwest corner of the NW1/4SW1/4 of Section 24, to the center quarter/quarter of Section 24;

RESOLUTION NO.19-179

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

WHEREAS, C. E. Swinney, LLC has requested outside-City water service from
the City of Casper; and,

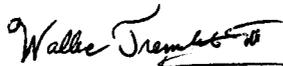
WHEREAS, a contract for providing such water service has been proposed
containing obligations concerning all parties; and,

WHEREAS, such contract is deemed to be in the best interest of the City of
Casper.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF
THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to
execute, and the City Clerk to attest, a Contract for Outside-City Water Service with C. E.
Swinney, P.O. Box 50723, Casper, Wyoming 82605.

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

APPROVED AS TO FORM:



ATTEST:

Fleur D. Tremel
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Charles Powell
Mayor

August 14, 2019

MEMO TO: J. Carter Napier, City Manager *JCN*
FROM: Keith McPheeters, Police Chief *KMP 307*
Shane Chaney, Police Captain
SUBJECT: Acceptance of Victim Services Grant by the Casper Police Department

Meeting Type & Date
Regular Council Meeting
August 20, 2019

Action type
Resolution

Recommendation

That Council, by resolution, authorize acceptance of a grant award from the Wyoming Office of the Attorney General Division of Victim Services, in the amount of One Hundred Thousand Two Hundred and Five Dollars (\$100,205.00), to be used for existing salaries, training, operating expenses, emergency assistance, advertising, and other services covered by the grant.

Summary

The Casper Police Department has been notified that the Wyoming Office of the Attorney General Division of Victim Services, desires to award the City of Casper a grant in the amount of One Hundred Thousand Two Hundred and Five Dollars (\$100,205.00) to be used for existing salaries, training, operating expenses, emergency assistance, advertising, and other services covered by the grant. This grant is for the time period of July 1, 2019 through June 30, 2020.

The State of Wyoming funds this grant from several sources including, but not limited to, the State general fund, State Child Advocacy Centers Funds, State court surcharges on criminal offenders, and some Federal Violence Against Women Act funds.

Financial Consideration

Funding will come from the Wyoming Office of the Attorney General, Division of Victim Services via federally supported funds as outlined in the Fiscal Year 2020 contract. The majority of the Victim Services Technician's salary is used to meet the federal matching funds requirement for this grant. This grant was anticipated and has been included in the city budget.

Oversight/Project Responsibility

Lieutenant Jeremy Tremel
Victim Services Coordinator Leslie Fritzler

Attachments

FY20 Contract
Resolution

FISCAL YEAR 2020 CONTRACT

**For Services to Victims of Crime Between
The State of Wyoming, Office of the Attorney General, Division of Victim Services
And
Casper Police Department**

1. **Parties.** The parties to this Contract are The State of Wyoming, Office of the Attorney General, Division of Victim Services (Division), whose address is 320 West 25th Street 2nd Floor, Cheyenne, WY 82002 and Casper Police Department (Contractor), whose address is 201 N. David Casper, WY 82601. The Contractor's DUNS is 152720140, the EIN is 836000049, and Vendor Code is VC*86422.

2. **Purpose of Contract.** The purpose of this Contract is to provide funds to Wyoming Victim Service Contractors.

Provision of Services: The Contractor shall provide services to victims of all crime as defined by and in accordance with applicable federal law, state law, the applicable Rules and Regulations of the Division of Victim Services and the approved strategic plan, grant proposals, and budgets on file at the Division. The Contractor agrees to adhere to all federal grant requirements and the assurances, Attachment B, which is attached and incorporated into this Contract and is being signed simultaneously with this Contract. This contract does not include funding for Research and Development (R&D) projects.

3. **Term of Contract.** This Contract is effective when all parties have executed it and all required approvals have been granted (Effective Date). The term of this Contract is from July 1, 2019 to June 30, 2020. All services shall be completed during this term.

4. **Reimbursement.**

A. **Reimbursement.** The Division agrees to reimburse Contractor for services described in this Contract. The total reimbursement under this Contract shall not exceed One Hundred Thousand Two Hundred Five Dollars and No Cents (\$100,205.00). No reimbursement shall be made prior to the Effective Date of this Contract. The **MAXIMUM** amount payable under this Contract is One Hundred Thousand Two Hundred Five Dollars and No Cents (\$100,205.00) and is allocated as follows:

1. The following federal funds must support the project as outlined in the SFY2019/2020 approved grant proposal:

a. VAWA: \$22,811.00 (LE). Funds will be paid from the 2018-WF-AX-0036 VAWA-STOP grant, Department of Justice, Office on Violence Against Women, CFDA #16.588 (federal award date:

9/13/2018) for a VAWA LE project.

b. VOCA: \$23,804.00. Funds will be paid from the 2018-V2-GX-0016 VOCA-Assistance grant, Department of Justice, Office for Victims of Crime, CFDA # 16.575 (federal award date: 8/9/2018).

2. The following FY2020 state funds must support the project as outlined in the SFY2019/2020 approved grant proposal:

a. State Victim Witness funds: \$41,434.00.

b. State Surcharge funds: \$12,156.00.

B. Suspension of Reimbursement.

1. If the Contractor is not in compliance with the Division's Rules and Regulations (see section 5 (B) and 6 (B) below) the Division may withhold reimbursement for the month following the noncompliance and suspend future reimbursements until the Contractor is in compliance.

5. Responsibilities of Contractor.

A. Performance Accountability. The Contractor's governing body shall be accountable for the performance of this Contract.

B. Compliance with Rules. The Contractor shall comply with all applicable Rules and Regulations of the Division of Victim Services. In the event the Contractor's monthly statistics, fiscal, progress, or project summary reports are thirty (30) days late, the Division may withhold further reimbursements until all reports are made current.

C. Management Information System. The Contractor shall submit to the Division by electronic submission, accurate information on each client in the manner required by Division.

D. Financial Records and Reports. The Contractor shall maintain accounting records and documents in accordance with generally accepted accounting procedures and provide financial reports as may be requested by the Division.

E. Monitoring and Evaluation. The Contractor agrees to monitoring and evaluation of programs, services, and Contract compliance, to be conducted by staff of the Division in accordance with the applicable Rules and Regulations of the Division of Victim Services.

- F. Corrective Action. The Contractor shall take corrective action in a timely manner to remedy any deficiencies affecting compliance with this Contract and/or to remedy any deficiencies affecting substantial compliance with the applicable Rules and Regulations of the Division of Victim Services.
- G. Minutes. Copies of minutes of board of directors' meetings will be on file at the Contractor's office and made available for review upon request of the Division.
- H. Required Meetings. The Contractor will ensure representation at grantee meetings, and management and program trainings convened by or on behalf of the Division.

6. **Responsibilities of the Division.**

- A. Consultation. The Division shall consult with and advise the Contractor, as necessary, to enable the Contractor to complete its duties under this Contract.
- B. Withholding Payments. The Division shall reimburse the Contractor, upon receipt of monthly invoices, unless the Contractor has failed to meet the requirements of this Contract, at which time the Division shall notify the applicable president or chairman of the board or administering agency designee of such noncompliance. Failure to take prompt corrective action may result in the Division withholding reimbursements until appropriate corrective action has been taken. If such action is not taken, the Contract may be terminated in accordance with the applicable Rules and Regulations of the Division of Victim Services or Section 8, paragraph U of this Contract.
- C. Monitoring and Evaluation. The Division shall monitor and evaluate the Contractor's compliance with the conditions and provisions set forth in this Contract.

7. **Special Provisions.**

- A. Source of Funds. Funds for this Contract are a combination of federal funds made available by the U.S. Congress and state general funds made available by the Wyoming Legislature. There is no obligation on the part of the State of Wyoming to continue these services with state general funds or with federal funds.
- B. Interest on Funds. The Contractor may not draw interest payments on funds made available through this Contract.
- C. Prohibited Uses of Funds. Funds made available to the Contractor through this Contract shall be used for purposes specified in the Contract and not for any other purpose. Prohibited uses of funds include, but are not limited to:
 - 1. Capital construction projects or the purchase of buildings or other long-term

capital investments unless otherwise specifically provided herein;

2. Payment of expenses for lobbying for state and federal funds, including travel, per diem, telephone, printing, or services of a lobbyist.
- D. Services for Full Term of Contract. The Contractor shall comply with all requirements of this Contract and shall provide all contracted services.
- E. Full-time County Offices. The Contractor agrees to maintain a full-time office in Natrona County in accordance with the Contractor's application for funding.
- F. Prohibition of Subcontracting. The Contractor shall not subcontract any services purchased under this Contract without prior written approval of the Division. If the Division approves a subcontract arrangement by the Contractor, the Contractor shall retain full program and fiscal responsibility for subcontracted services.
- G. No Finder's Fees. No finder's fee, employment agency fee, or other such fee related to the procurement of this Contract shall be paid by either party.
- H. Nondiscrimination. The Contractor 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/or 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 Contract.
- I. Limitations on Lobbying Activities. By signing this Contract, Contractor certifies and agrees that, in accordance with P.L. 101-121, payments made from a federal grant shall not be utilized by Contractor or its subcontractors in connection with lobbying Congressmen, or any other federal agency in connection with the award of a federal grant, contract, cooperative agreement, or loan.
- J. 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 Contractor and related to the services and work to be performed under this Contract, shall identify the Office of the Attorney General, Division of Victim Services as the sponsoring agency and shall not be released without prior written approval of Division.
- K. Human Trafficking. As required by 22 U.S.C. 7104(g) and 2 C.F.R. Part 175, this Contract may be terminated without penalty if a private entity that receives funds under this Contract:
 1. Engages in severe forms of trafficking in persons during the period of time

the award is in effect;

2. Procures a commercial sex act during the period of time the award is in effect; or
 3. Uses forced labor in the performance of the award or subawards under the award.
- L. Federal Audit Requirements. Contractor agrees that if it expends an aggregate amount of seven hundred fifty thousand dollars (\$750,000) or more in federal funds during its fiscal year, it must undergo an organization-wide financial and compliance single audit. Contractor agrees to comply with the audit requirements of the U.S. General Accounting Office Government Auditing Standards and Audit Requirements of 2 C.F.R Part 200, Subpart F, (Attachment A) which is attached and incorporated into this Contract. If findings are made which cover any part of this Contract, Contractor shall provide one (1) copy of the audit report to Division and require the release of the audit report by its auditor be held until adjusting entries are disclosed and made to Division's records.
- M. Indirect Cost. Certain Wyoming Office of the Attorney General, Division of Victim Services recipients have the option of electing to use the "de minimis" indirect cost rate. An applicant that is eligible to use the "de minimis" rate and that wishes to use the "de minimis" rate should attach written documentation to the application that advises the Division of both (1) the applicant's eligibility to use the "de minimis" rate, and (2) its election to do so. If an eligible applicant elects the "de minimis" rate, costs must be consistently charged as either indirect or direct costs, but may not be double charged or inconsistently charged as both. The "de minimis" rate may no longer be used once an approved federally negotiated indirect cost rate is in place. (No entity that ever has had a federally approved negotiated indirect cost rate is eligible to use the "de minimis" rate.) For the "de minimis" rate requirements (including on eligibility to elect to use the rate), see 2 C.F.R. 200.414(f).

8. **General Provisions.**

- A. Amendments. Any changes, modifications, revisions or amendments to this Contract which are mutually agreed upon by the parties to this Contract shall be incorporated by written instrument, executed by all parties to this Contract.
- B. Applicable Law, Rules of Construction, and Venue. The construction, interpretation, and enforcement of this Contract 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 Contract as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Contract and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.

- C. Assignment Prohibited and Contract Shall Not be Used as Collateral. Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set forth in this Contract without the prior written consent of the other party. The Contractor shall not use this Contract, or any portion hereof, for collateral for any financial obligation without the prior written permission of the Division.
- D. Assumption of Risk. The Contractor shall be responsible for any loss of state or federal funding either administrative or program dollars, due to the Contractor's failure to comply with state or federal requirements. The Division shall notify the Contractor of any state or federal determination of noncompliance.
- E. Audit and Access to Records. The Division and any of its representatives shall have access to any books, documents, papers, electronic data, and records of the Contractor, which are pertinent to this Contract. The Division may request a standard audit of a Contractor's financial records to be completed at the Contractor's expense. The Contractor shall maintain such records for seven (7) years after termination of the Contract, or for one (1) year after the final resolution of any dispute arising from the Contract, whichever is later.
- F. Availability of Funds. Each payment obligation of the Division 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 the continued performance of the Contract, the Contract may be terminated by the Division at the end of the period for which the funds are available. The Division shall notify the Contractor at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the Division in the event this provision is exercised, and the Division shall not be obligated or liable for any future payments due or for any damages as a result of the termination under this section.
- G. Award of Related Contracts. The Division, under the applicable Rules and Regulations of the Division of Victim Services, may undertake or award to another contractor successor contracts for work related to this Contract. The Contractor shall cooperate fully with other contractors and the Division in all such cases.
- H. Certificate of Good Standing. Contractor shall provide to the Division a Certificate of Good Standing from the Wyoming Secretary of State, or other proof that Contractor is authorized to conduct business in the State of Wyoming, if required, before performing work under this Contract. Contractor shall ensure that annual filings and corporate taxes due and owing to the Secretary of State's office are up-to-date before signing this Contract.
- I. Compliance with Law. The Contractor shall keep informed of and comply with all

applicable federal and state laws and federal and state rules and regulations in the performance of this Contract, specifically including: Wyo. Stat. § 1-40-118(b), the applicable Rules and Regulations of the Division of Victim Services, and all subsequent amendments which relate to this Contract and the services to be provided.

- J. Entirety of Contract. This Contract, consisting of eleven (11) pages, Attachment A, OMB A-133, consisting of one (1) page, Attachment B, Certified Assurances & Special Conditions, consisting of ten (10) pages, and the Contractor's approved strategic plan and the grant proposals, which are on file with the Division, represent the entire and integrated Contract between the parties and supersede all prior negotiations, representations and agreements, whether written or oral. In the event of conflict between the language of this Contract and any attachments or documents incorporated by reference, this Contract shall control.
- K. Ethics. Contractor shall keep informed of and comply with all applicable federal, state, and local laws and regulations in the performance of this Contract, including Executive Branch Code of Ethics (Executive Order 1997-4), the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, *et seq.*), and any and all ethical standards governing Contractor's profession.
- L. Force Majeure. Neither party shall be liable for failure to perform under this Contract if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.
- M. Indemnification. Each party to this Contract shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend or indemnify the other.
- N. Independent Contractor. The Contractor shall function as an independent contractor for the purposes of this Contract, and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this Contract, Contractor shall be free from control or direction over the details of performance of services under this Contract. The Contractor shall assume sole responsibility for any debts or liabilities that may be incurred by the Contractor in fulfilling the terms of this Contract, and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Contract. Nothing in this Contract shall be interpreted as authorizing the Contractor or its agents or employees to act as an agent or representative for or on behalf of

the State of Wyoming or the Division, or to incur any obligation of any kind on behalf of the State of Wyoming or the Division. The Contractor agrees that no health or hospitalization benefits, worker's compensation, unemployment insurance, or similar benefits available to State of Wyoming employees will inure to the benefit of the Contractor or the Contractor's agents or employees as a result of this Contract.

- O. Kickbacks. The Contractor certifies and warrants that no gratuities, kickbacks or contingency fees were paid in connection with this Contract, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Contract. If the Contractor breaches or violates this warranty, the Division may, at its discretion, terminate this Contract without liability to the Division, or deduct from the Contract price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.
- P. Notices. All notices arising out of, or from, the provisions of this Contract shall be in writing and given to the parties at the address provided under this Contract, either by regular mail or delivery in person.
- Q. Prior Approval. This Contract 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 Contract 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).
- R. Severability. Should any portion of this Contract be judicially determined to be illegal or unenforceable, the remainder of the Contract shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.
- S. Sovereign or Governmental Immunity. Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and the Division expressly reserve sovereign immunity and the Contractor expressly reserves governmental immunity by entering into this Contract. Each of them specifically retain all immunities and all defenses available to them as sovereign or governmental entities pursuant to Wyo. Stat. § 1-39-101, *et seq.*, and all other applicable law. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Contract shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.
- T. Suspension and Debarment. By signing this Contract, Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction nor from federal financial or non-financial assistance, nor are any of the

participants involved in the execution of this Contract suspended, debarred, or voluntarily excluded by any federal department or agency in accordance with Executive Order 12549 (Debarment and Suspension) and 44 C.F.R. Part 17 or 2 C.F.R. Part 180, or are on the debarred or otherwise ineligible vendors list maintained by the federal government. Further, Contractor agrees to notify the Division by certified mail should it or of any of its agents become debarred, suspended, or voluntarily excluded during the term of this Contract.

- U. Termination of Contract. This Contract may be terminated, without cause, by either party upon thirty (30) days written notice of termination to the other party. This Contract may be terminated by the Division immediately for cause if the Contractor fails to perform in accordance with the terms and conditions set forth in this Contract.

The Contractor agrees to termination of the Contract in accordance with the applicable Rules and Regulations of the Division of Victim Services after the occurrence of any of the following events unless the deficiency is corrected to the satisfaction of the Division:

1. The Contractor is not using contract funds for contract purposes;
2. The Contract program is not providing services to victims of crime consistent with Wyo. Stat. § 1-40-118(b);
3. The program is not of an acceptable standard or quality under the applicable Rules and Regulations of the Division of Victim Services;
4. The Contractor is not complying with the terms of the Contract; or,
5. The Contractor commits an act or omission in violation of federal, state, or local laws or rules of the Division which would affect services to clients served under this Contract.

- V. 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 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 provisions of this Contract are intended only to assist the parties in determining and performing their obligations under this Contract.

- W. Waiver. No term or condition of this Contract shall be held to be waived, modified, or deleted except by an instrument, in writing, signed by the parties. The waiver of any breach of any term or condition in this Contract shall not be deemed a waiver

of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

9. **Signatures.** The parties to this Contract, through their duly authorized representatives, have executed this Contract on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Contract.

The Effective Date is the date of the signature last affixed to this page.

DIVISION:

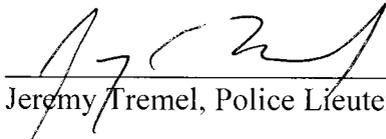
The State of Wyoming, Office of the Attorney General, Division of Victim Services

Cara Boyle Chambers, Director

Date

CONTRACTOR:

Casper Police Department



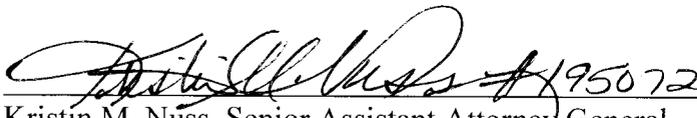
Jeremy Tremel, Police Lieutenant

08.12.2019

Date

Casper Police Department

ATTORNEY GENERAL'S OFFICE APPROVAL AS TO FORM



Kristin M. Nuss, Senior Assistant Attorney General

07-26-19

Date

ATTACHMENT A
Wyoming Office of the Attorney General
Division of Victim Services

Subgrantee Audit Requirements per
OMB Circular A-133/2 CFR Part 200, Appendix XI

Office of Management and Budget (OMB) Circular A-133, Audits of States, Local Governments and Nonprofit Organizations requires the Wyoming Attorney General's Office Division of Victim Services to monitor our subgrantees of federal awards to determine whether they have met the audit requirements of the circular and whether they are in compliance with federal laws and regulations.

Accordingly, we request that you check one of the following and fill in required information.

1. We have completed our Circular A-133 audit for the fiscal year ended 2018.
A copy of the audit report is enclosed.

(If audit findings were noted, enclose a copy of the responses, identify if the response was within 6 months of the findings, explain what management decisions were made to correct the findings.)

2. We expect our Circular A-133 audit for the fiscal year ended _____ to be completed by _____. A copy of our audit report will be forwarded to the Wyoming Office of the Attorney General Division of Victim Services within 30 days of receipt of the report.

3. We are not subject to a Circular A-133 audit because:

We received less than \$750,000 in federal awards annually.
Total federal awards received for the fiscal year ended _____ was in the amount of \$ _____ (Include total of all federal grants)

Other (please explain) _____

Casper Police Dept.
Subgrantee Name

JEREMY TREMPER
Print Name

Lieutenant
Title

[Signature]
Signature

08-12-2019
Date

Please provide all appropriate documentation regarding your organization's compliance with audit requirements, sign and date this letter and return it to your Regional Program Manager at the Wyoming Office of the Attorney General Division of Victim Services, 320 West 25th Street 2nd Floor, Cheyenne, WY 82002.

ATTACHMENT B
CERTIFIED ASSURANCES & SPECIAL CONDITIONS

VOCA-A:

- **Compliance with DOJ Grants Financial Guide**

The Contractor agrees to comply with the Department of Justice Grants Financial Guide as posted on the OJP website (currently, the “2015 DOJ Grants Financial Guide”), including any updated version that may be posted during the period of performance.

- **Compliance with Federal Funding Accountability and Transparency Act of 2006 (FFATA).**

The Contractor agrees to comply with applicable requirements to report first-tier sub-awards of \$25,000.00 or more, and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the Contractor. Contractor agrees to comply with the Federal Funding Accountability and Transparency Act of 2006 (FFATA) which can be found at the OJP website at <https://ojp.gov/funding/Explore/FFATA.htm>.

- **Requirements related to System for Award Management and Unique Entity Identifiers**

The Contractor must comply with the applicable requirements regarding the System for Award Management (SAM), currently accessible at <http://www.sam.gov>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The Contractor also must comply with applicable restrictions on subawards (“subgrants”) to first-tier sub-contractors (first-tier “subcontractors”), including restrictions on subawards to entities that do not acquire and provide (to the Division) the unique entity identifier required by SAM registration.

The details of the Contractor’s obligations related to SAM and to unique entity identifiers are posted on the OJP website at <http://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This special condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

- **Requirement for data on performance and effectiveness under the award**

Attachment B

To the Contract for Services between
The Office of the Attorney General, Division of Victim Services

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Casper Police Department

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The Contractor must collect and maintain data that measure the performance and effectiveness of activities under this award. The data must be provided to OJP in the manner (including within timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and GPRA Modernization Act, and other applicable laws.

- **Restrictions on “lobbying”**

Federal funds may not be used by the Contractor either directly or indirectly, to support or oppose enactment, repeal, modification or adoption of any law, regulation, or policy, at any level of government.

Should any question arise as to whether a particular use of Federal funds by a Contractor would or might fall within the scope of this prohibition, the Contractor is to contact the Division for guidance, and may not proceed without express prior written approval of the Division.

- **Compliance with general appropriations-law restrictions on the use of federal funds (FY2016)**

The Contractor, must comply with all applicable restrictions on the use of federal funds set out in federal appropriation statutes. Pertinent restrictions, including from various “general provisions” in the Consolidated Appropriations Act, 2016, are set out at <http://ojp.gov/funding/Explore/FY2016-AppropriationsLawRestrictions.htm>, and are incorporated by reference here.

Should a question arise to whether a particular use of federal funds by a Contractor would or might fall within the scope of an appropriations-law restriction, the Contractor is to contact the Division or OJP for guidance, and may not proceed without the express prior written approval of the Division or OJP.

- **Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct**

The Contractor must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, sub-contractor, contractor, subcontractor, or other person has, in connection with funds under this award—(1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by—(1) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 950 Pennsylvania Avenue, N.W. Room 4706, Washington, DC 20530; (2) email to ojg.hotline@usdoj.gov; and/or (3) the DOJ OIG hotline: (contact information in English and Spanish) at (800) 869-4499 (phone) or (202) 616-9881 (fax).

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Additional information is available from the DOJ OIG website at <http://www.usdoj.gov/oig>

- **Restrictions and certifications regarding non-disclosure agreements and related matters**

No Contractor under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with the law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1) In accepting this award, the Contractor—

- a. represents that it neither is nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
- b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of awards funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2) If the Contractor does or is authorized under this award to make subawards (“subgrants”), procurement contracts, or both—

a. it represents that—

- i) it has determined that no other entity that the Contractor’s application proposes may or will receive award funds (whether through a subaward (“subgrant”), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or

Attachment B

To the Contract for Services between
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otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

ii) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation, and

b. it certifies that, if it learns or is notified that any sub-contractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

- **Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)**

The Contractor must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The Contractor also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to applicability of the provisions of 41 U.S.C. 4172 to this award, the Contractor is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

- **Encouragement of policies to ban text messaging while driving**

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Red. Reg. 51225 (October 1, 2009), DOJ encourages Contractors and sub-Contractors ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

- The Contractor authorizes Office for Victims of Crime (OVC) and/or the Office of the Financial Officer (OCFO), and its representatives, access to and the right to examine all records, books, papers or documents related to the VOCA grant. The State will further ensure that all VOCA subcontractors will authorize representatives of OVC and OCFO

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To the Contract for Services between
The Office of the Attorney General, Division of Victim Services

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access to and the right to examine all records, books, paper or documents related to the VOCA grant.

- The Contractor agrees to submit a Subgrant Award Report (SAR) to OVC within ninety (90) days of awarding funds. States and territories are required to submit this information through the automated system.
- **Whistleblower Policy**

The Contractor, as a recipients of OJP grants (and any subrecipients at any tier) must comply with, and are subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee of an OJP recipient by the OJP recipient as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The Contractor must inform their employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712. Potential fraud, waste, abuse, or misconduct involving or relating to funds under the OJP award should be reported to the Office of the Inspector General by-- (1) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 950 Pennsylvania Avenue, N.W. Room 4706, Washington, DC 20530; (2) e-mail to: oig.hotline@usdoj.gov; and/or (3) the DOJ OIG hotline: (contact information in English and Spanish) at (800) 869-4499 (phone) or (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://www.usdoj.gov/oig>

- **VOCA Requirements**

The Contractor assures that it will comply with the conditions of the Victims of Crime Act (VOCA) of 1984, sections 1404(a)(2), and 1404(b)(1) and (2), 34 U.S.C. 20103(a)(2) and (b)(1) and (2) (and the applicable program guidelines and regulations), as required. Specifically, the Division certifies that funds under this award will:

- a) be awarded only to eligible victim assistance organizations, 34 U.S.C. 20103 (a)(2);
- b) not to be used to supplant State and local public funds that would otherwise be available for crime victim assistance, 34 U.S.C. 20103 (a)(2); and
- c) be allocated in accordance with program guidelines or regulations implementing 34 U.S.C. 20103 (a)(2)(A) and 34 U.S.C. 20103 (a)(2)(B) to, at a minimum, assist victims in the following categories: sexual assault, child abuse, domestic violence, and underserved victims of violent crimes as identified by the State.

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Casper Police Department

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The Victims of Crime Act, as amended, 34 U.S.C. § 20110(e), and the Department of Justice implementing regulation at 81 Fed. Reg. 44,515, 44,532 (July 8, 2016) (to be codified at 28 C.F.R. § 94.114), prohibits OVC grantees from discriminating against any person on the basis of race, color, national origin, sex, religion, and disability in the delivery of services and employment practices. The grantee and sub-grantee acknowledges that it will comply with this provision.

The Contractor will comply with any applicable nondiscrimination provisions, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. §§10228 (c) and 10221 (a)); the Victims of Crime Act (34 U.S.C. § 20110(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); the Violence Against Women Act (34 U.S.C. § 12291(b)(13)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Indian Civil Rights Act (25 U.S.C. §§ 1301-1303); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34); the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07). It will also comply with Ex. Order 13279, Equal Protection of the Laws for Faith Based and Community Organizations; Executive Order 13559, Fundamental Principles and Policymaking Criteria for Partnerships With Faith-Based and Other Neighborhood Organizations; and the DOJ implementing regulations at 28 C.F.R. Part 38.

- **Demographic Data**

The Contractor assures that it will collect and maintain information on race, sex, national origin, age, and disability of victims receiving assistance, where such information is voluntarily furnished by the victim.

The Contractor agrees to submit quarterly performance reports on the performance metrics identified by OVC, through the online OVC PMT system located at <https://ojpsso.ojp.gov/>. New VOCA recipients will be required to create an account on the OVC PMT system. This information on the activities supported by the award funding will assist in assessing the effects that VOCA Victim Assistance funds have had on services to crime victims within the jurisdiction.

- **Reporting Requirement**

The Contractor understand that they are required to complete a Subgrantee Award Report (SAR) in the OVC PMT system. The SAR consists of two parts: SAR Part 1 is completed by DVS staff using information submitted to the Division by the program using the form titled *VOCA Subgrantee Award Report* found on the DVS website here: <http://bit.ly/DVSfunding>. SAR Part 2 is completed by the program after Part 1 is entered. Your program will be notified when SAR Part 2 is available for completion.

- **Requirement to report actual or imminent breach of personally identifiable information (PII)**

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To the Contract for Services between
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No later than 12 hours after an occurrence, report to the Division any use or disclosure of personally identifiable information (PII) (as defined in 2 CFR 200.79) or electronic PII of which you become aware of any breach or the detection of an imminent breach (as defined in OMB M-17-12). The Division will report to the Program Manager of the cognizant Federal Agency no later than 24 hours after an occurrence of any use or disclosure of PII or electronic PII of which the Division became aware of any breach or the detection of an imminent breach.

- i. Such notice shall include the identification of each individual whose PII has been, or is reasonably believed to have been, accessed, acquired, or disclosed during such disclosure, incident, or breach, a statement describing whether the PII was secured or unsecured, and a description of any security measures used.
- ii. A breach or imminent breach shall be treated as discovered by the program immediately or, by exercising reasonable diligence, would have been known to the Program. A Program shall be deemed to have knowledge of a breach or imminent breach if the same is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the breach or imminent breach) who is an employee, officer, or other agent (determined in accordance with the federal common law of agency) of the Program.
- iii. All reports of a breach or imminent breach involving PII by the Program shall also include the most current contact information available for each individual whose PII has been, or is reasonably believed to have been accessed, acquired, or disclosed, and any other information required by 45 CFR 164.404 for the notification of individuals.

VAWA-STOP:

- The Contractor agrees to comply with the applicable audit requirements of 2 CFR Part 200 or OMB Circular A-133, and further understands and agrees that funds may be withheld, or other related requirements may be imposed, if outstanding audit issues (if any) are not satisfactorily and promptly addressed as further described in the audit requirements and the current addition of the DOJ Grants Financial Guide.
- Contractor understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government without the express prior written approval of OVW, in order to avoid violation of 18 U.S.C. 1913. The Contractor may, however, use federal funds to collaborate with and provide information to federal, state, local, tribal and territorial public officials and agencies to develop and implement policies and develop and promote state, local, or tribal legislation or model codes designed to reduce or eliminate domestic violence, dating violence, sexual assault, and stalking (as those terms are defined in 34 U.S.C. 12291(a)) when such collaboration and provision of information is consistent with the activities otherwise authorized under this grant program.

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To the Contract for Services between
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Casper Police Department

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- The Contractor must promptly refer to the DOJ OIG any credible evidence that a principal, employee, agent, contractor, subcontractor, or other person has-(1) submitted a claim for award funds that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving award funds. Potential fraud, waste, abuse, or misconduct should be reported to the OIG by – mail: Office of the Inspector General U.S. Department of Justice Investigations Division 950 Pennsylvania, N.W. Room 4706 Washington, DC 20530, email: oig.hotline@usdoj.gov, hotline: (contact information in English and Spanish): (800) 869-4499 or hotline fax: (202) 616-9881. Additional information is available from the DOJ OIG website at <http://www.usdoj.gov/oig>.
- The Violence Against Women Reauthorization Act of 2013 (34 U.S.C. § 12291(b)(13)) added a new civil rights provision that applies to all OVW grants issued in FY 2014 or after. This provision prohibits OVW grantees from excluding, denying benefits to, or discriminating against any person on the basis of actual or perceived race, color, religion, national origin, sex, gender identity, sexual orientation, or disability in any program or actively funded in whole or part by OVW. The grantee acknowledges that it will comply with this provision. If sex segregation or sex-specific programming is necessary to the essential operation of a program, nothing in this paragraph shall prevent any such program or activity from consideration of an individual's sex. In such circumstances, grantees may meet the requirements of this paragraph by providing comparable services to individuals who cannot be provided with the sex-segregated or sex-specific programming.
- The Contractor agrees to comply with all relevant statutory and regulatory requirements which may include, among other relevant authorities, The Violence Against Women Act of 1994, P.L. 103-322, the Violence Against Women Act of 2000, P.L. 106-386, the Omnibus Crime Control and Safe Streets Act of 1968, 34 U.S.C. 3711 et seq., The Violence Against Women and Department of Justice Reauthorization Act of 2005, P.L. 109-162, The Violence Against Women Reauthorization Act of 2013, P.L. 113-4, and OVW's implementing regulations at 28 CFR Part 90.
- The Contractor agrees to comply with the provisions of 34 U.S.C. 12291(b)(2), nondisclosure of confidential or private information, which includes creating and maintaining documentation of compliance, such as policies and procedures for release of victim information.
- The Contractor will comply with any applicable nondiscrimination provisions, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228; the Victims of Crime Act (34 U.S.C. §20110(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); the Violence Against Women Act (34 U.S.C. § 12291(b)(13)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Indian Civil Rights Act (25 U.S.C. §§ 1301-1303); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131- 34); the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07). It will also comply with Ex. Order 13279, Equal

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Protection of the Laws for Faith Based and Community Organizations; Executive Order 13559, Fundamental Principles and Policymaking Criteria for Partnerships With Faith-Based and Other Neighborhood Organizations; and the DOJ implementing regulations at 28 C.F.R. Part 38.

- All materials and publications (written, visual, or sound) resulting from this award activities shall contain the following statements: “This project was supported by subgrant No. _____ awarded by the state administering office for the STOP Formula Grant Program. The opinions, findings, conclusions, and recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the state or the Department of Justice, Office on Violence Against Women.”
- The Contractor agrees that grant funds will not support activities that compromise victim safety and recovery, such as: procedures or policies that exclude victims from receiving safe shelter, advocacy services, counseling, and other assistance based on their actual or perceived sex, age, immigration status, race, religion, sexual orientation, gender identity, mental health condition, physical health condition, criminal record, work in the sex industry, or the age and /or sex of their children; pre-trial diversion programs not approved by the OVW or placement of offenders in such programs: mediation, couples counseling, family counseling or any manner of joint victim-offender counseling; mandatory counseling for victims, penalizing victims who refuse to testify, or promoting procedures that would require victims to seek legal sanctions against their abusers (e.g., seek protection order, file formal complaint); the placement of perpetrators in anger management programs; or any other activities outlined in the solicitation under which the approved application was submitted.
- The Contractor agrees that grant funds will not be used to support the purchase of standard issued law enforcement items, such as uniforms, safety vests, shields, weapons, bullets, and armory or to support chemical dependency or alcohol abuse programs that are not an integral part of a court-mandated batterer intervention program.
- No later than 12 hours after an occurrence, report to the Division any use or disclosure of personally identifiable information (PII) (as defined in 2 CFR 200.79) or electronic PII of which you become aware of any breach or the detection of an imminent breach (as defined in OMB M-17-12). The Division will report to the Program Manager of the cognizant Federal Agency no later than 24 hours after an occurrence of any use or disclosure of PII or electronic PII of which the Division became aware of any breach or the detection of an imminent breach.
 - i. Such notice shall include the identification of each individual whose PII has been, or is reasonably believed to have been, accessed, acquired, or disclosed during such disclosure, incident, or breach, a statement describing whether the PII was secured or unsecured, and a description of any security measures used.
 - ii. A breach or imminent breach shall be treated as discovered by the program immediately or, by exercising reasonable diligence, would have been known to

Attachment B

To the Contract for Services between
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Casper Police Department

the Program. A Program shall be deemed to have knowledge of a breach or imminent breach if the same is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the breach or imminent breach) who is an employee, officer, or other agent (determined in accordance with the federal common law of agency) of the Program.

iii. All reports of a breach or imminent breach involving PII by the Program shall also include the most current contact information available for each individual whose PII has been, or is reasonably believed to have been accessed, acquired, or disclosed, and any other information required by 45 CFR 164.404 for the notification of individuals.

Certification:

The undersigned affirms that the information contained in this document is true and accurate to the best of their knowledge.

Signature Chair/Board of Directors Agency Administrator/County Commissioner

Date

Charles Powell - Mayor, City of Casper

Typed or Legibly Printed Name

200 North David Street (307) 235-8224

Address

Phone

Attachment B

To the Contract for Services between
The Office of the Attorney General, Division of Victim Services

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Casper Police Department

APPROVAL AS TO FORM

I have reviewed the attached *Grant Award from the Wyoming Office of the Attorney General, Division of Victim Services* and approve it as to form on behalf of the City of Casper, Wyoming.

Dated: 08/16/2019

A handwritten signature in black ink, appearing to read 'Will Chambers', with a long horizontal flourish extending to the right.

Will Chambers
Deputy City Attorney

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.

WHEREAS, the City of Casper has been approved for a grant of One Hundred Thousand Two Hundred Five Dollars and 00/100 (\$100,205.00) from the State of Wyoming Office of the Attorney General, Division of Victim Services.

WHEREAS, the City of Casper desires to accept the grant funds from the State of Wyoming Office of the Attorney General, Division of Victim Services; and,

WHEREAS, the City of Casper desires to utilize these grant funds for the Casper Police Department's Victim Witness Program for salaries, training, operating expenses, emergency assistance, advertising, and other services.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WY: That the funds from the Wyoming Office of the Attorney General, Division of Victim Services, in the amount of One Hundred Thousand Two Hundred Five Dollars and 00/100 (\$100,205.00) are hereby accepted.

BE IT FURTHER RESOLVED: That the Mayor and/or his/her designee is hereby authorized to execute all documents pertaining to said grant.

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

APPROVED AS TO FORM:



ATTEST:

Fleur D. Tremel
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Charles Powell
Mayor

August 16, 2019

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

FROM: Keith McPheeters, Chief of Police *KMP 307*
Shane Chaney, Police Captain

SUBJECT Authorizing the Purchase of Three Dual-purpose Canines in the Amount of \$27,000 from Southern Coast K9 Inc.

Meeting Type and Date:
Regular Council Meeting
August 20, 2019

Action Type:
Resolution

Recommendation:
That Council, by resolution, approve the purchase of three dual-purpose canines for use by the Casper Police Department, in the amount of Twenty-Seven Thousand dollars (\$27,000.00)

Summary:
The Casper Police Department has had great success prosecuting cases in which its dual-purpose canines were involved. The K9 program is an invaluable enforcement asset which must be sustained. The Department's current K9 force could consist of four (4) K9 teams. One of the current canines is reaching the end of his dual-purpose service life and will ultimately need to be retired from service, and the other was retired due to a promotion of its handler in April 2019.

The proposed contract provides for the purchase of three (3) dual-purpose canines. The acquisition of these three (3) canines will give the Department four (4) full K9 teams that will be able to cover all of the Department's enforcement responsibilities. Training for the dogs and handlers will be done by the Department's certified trainer. Appropriately, selecting and matching the dog with his/her handler is a critical process and sets the foundation for the future success of the K9 team.

Financial Considerations:
Funding for this purchase will come from two sources: The largest portion will come FY19 unexpended personnel funds, and the remaining will come from the Department's Asset Seizure Fund.

Oversight/Project Responsibility:
Captain Shane Chaney and Lieutenant Ryan Dabney will oversee the project.

Attachments:
Southern Coast K9 Inc. Invoice
Professional Services Contract

CONTRACT FOR PROFESSIONAL SERVICES

PART I - AGREEMENT

August This Contract for Professional Services ("Contract") is entered into on this 20th day of 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. Southern Coast K9, Inc 690 Meta Lane, New Smyrna Beach, Florida 32168 ("Contractor")

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 expand the Casper Police Department K9 Unit by adding three (3) dogs.

B. The project requires professional services for obtaining three selection tested dual purpose canines.

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: Provide three (3) healthy, selection tested dual purpose dogs.

2. TIME OF PERFORMANCE:

The services of the Contractor shall be undertaken and completed on or before the 31st day of August, 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 Twenty- Seven Thousand Dollars (\$27,000.00).

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. The invoice for payment must specify the correct amount due; that the Contractor has performed the services rendered under this Contract, in conformance with the Contract, and that it is entitled to receive the amount requested under the terms of the Contract.

If amounts owed by the Contractor to the City for any goods, services, licenses, permits or any other items or purpose remain unpaid beyond the City's general credit policy, those amounts may be deducted from the payment being made by the City to the Contractor pursuant to this Contract.

5. **DOG-RELATED TERMS AND CONDITIONS:**

The dogs may be examined for approval by a veterinarian of City's choice. This exam must be conducted within five (5) days upon the dogs' arrival at City's location. Notice of veterinarian's findings shall be forwarded to the Contractor. If any examinations made on the dogs by the City's veterinarian, show any condition or defect, which will cause any of the dogs to be permanently eliminated from performing its specific duties, a replacement dog(s) will be provided, free of charge, to the City.

6. **MAINTENANCE AND RISK OF LOSS:**

A. Contractor warrants the dog(s) skeletal health to be sound and free from genetic defects for a period of one (1) year from the date of receipt of the dog(s), and that the dogs(s) is/are fully immunized according to common practice in Alabama at the time of delivery to the City.

B. Radiographs of the dogs' hips and elbows shall be provided to the City after this Contract has been executed by the parties.

7. **WORKABILITY GUARANTEE:**

A. Contractor offers a one year workability guarantee for the dog(s). Should a problem arise with the dog(s) which cannot be corrected through training, Contractor shall

replace the dog(s) at no cost to the City. The dog(s) will be evaluated by the Contractor or his agent with expenses to be paid by the responsible party, whether the Contractor or City.

8. TERMS AND CONDITIONS:

This Contract is subject to and incorporates the provisions attached hereto as PART II -- GENERAL TERMS AND CONDITIONS.

9. EXTENT OF CONTRACT:

This Contract represents the entire and integrated Agreement between the City and the Consultant, and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended only by written instrument signed by both the City's and the Consultant's authorized representatives.

The City and the 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

[Handwritten signature]

ATTEST

**CITY OF CASPER, WYOMING
A Municipal Corporation**

Fleur D. Tremel
City Clerk

Charles Powell
Mayor

WITNESS

**CONSULTANT
Southern Coast K9**

By: _____

By: *Marguerite Heiser*

Printed Name: _____

Printed Name: Marguerite Heiser

Title: _____

Title: President

CONTRACT FOR PROFESSIONAL SERVICES

PART II - GENERAL TERMS AND CONDITIONS

1. TERMINATION OF CONTRACT:

1.1 The City may terminate this Contract anytime by providing thirty (30) days written notice to Consultant of intent to terminate said Contract.

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. 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.

5. 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

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.



Making Your World SaferSM

INVOICE 2019-106CA

Date: July 25, 2019

Buyer: Casper Police Department
Attn: Shane Chaney
200 N. David
Casper, WY 82601
Ph. 307-235-8308 / 307-259-9538
Email: schaney@caspersy.gov

Three Selection Tested Dual Purpose K9 @\$9500/Ea.....	\$ 28,500.00
Payment in Net 30 offers Professional Discount.....	\$ 1,500.00
Total:	\$ 27,000.00

K9: Cobra / M / MAL / Chip #77197 K9: Dani / M / MAL / Chip# 11118
K9: Kevin / M / MAL / Chip #69327

TERMS AND CONDITIONS OF SALE

1. **GENERAL** - By signing the invoice document Buyer acknowledges that it has read and agrees to be bound by these Terms and Conditions of Sale ("Terms and Conditions") with respect to the purchase of the Canine(s) identified in the Invoice the "Canine(s)"). The Agreement may be modified only by a written amendment signed by both Buyer and Seller.
2. **CANINE HEALTH WARRANTY** – All dogs come with one year guarantee on workability, one year on health on hip and elbow dysplasia and copy of health certificate and hip x-rays. If the dog is returned within the warranty period for any reason that would fall within the warranty, it must be returned in the same condition as received and a replacement dog will be provided to the buyer.
3. **TRANSFER OF LEGAL OWNERSHIP** – Legal ownership of the Canine(s) shall transfer from Seller to Buyer at the location, time and date specified on the Sales Agreement.
4. **INDEMNIFICATION AND LIMITATION OF LIABILITY** – Buyer understands that upon taking possession and/or ownership of the canine buyer agrees they are solely responsible and releases and fully discharges Seller of any liability that may be incurred.
5. **PAYMENT TERMS** – Net 30 Days starting on the date of the invoice. **All payments are to be made to Southern Coast K9, 690 Meta Lane, New Smyrna Beach, FL 32168.**

THE TERMS AND CONDITIONS OF SALE GOVERN THE SALE OF THE CANINE(S) UNDER THIS CANINE INVOICE AGREEMENT. BUYER, BY SIGNING BELOW, ACKNOWLEDGES THAT IT HAS REVIEWED THE TERMS AND CONDITIONS OF SALE AND AGREES TO BE BOUND THEREBY.

ACCEPTANCE OF BUYER:

By (Signature): _____

Name/Title (Please Print or Type): _____

Date: _____

RESOLUTION NO.19-181

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

WHEREAS, the City of Casper desires professional services to purchase and receive three dual-purpose canines; and,

WHEREAS, The Casper Police Department has had great success prosecuting cases in which its dual-purpose canines were involved.

WHEREAS, The acquisition of these three (3) canines will give the Department four (4) full K9 teams that will be able to cover all of the Department's enforcement responsibilities.

WHEREAS, Southern Coast K9 Inc. is located in New Smyrna Beach, Florida, and is willing and able to provide such a service.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WY: That the Mayor is here by authorized and directed to execute, and the City Clerk attest, a contact with Southern Coast K9 Inc. for professional service to purchase three dual-purpose canines.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized to make verified payment throughout the term of the agreement in the amount not to exceed Twenty Seven Thousand Dollars. (\$27,000.00)

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

APPROVED AS TO FORM:



ATTEST:

Fleur D. Tremel
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Charles Powell
Mayor

August 15, 2019

MEMO TO: His Honor the Mayor and Members of the Casper City Council
FROM: J. Carter Napier, City Manager *JCN*
SUBJECT: Authorizing Council Board Appointments and Changes

Meeting Type & Date

Regular Council Meeting, August 20, 2019

Action Type

Minute Action

Recommendations:

That Council, by 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 (CNFR) Board as an alternate.

In addition, that Council authorize, by minute action, the change the Council appointment to the Natrona County Travel and Tourism Board to Steve Freel and Shawn Johnson appointed as the alternate, as well as approve Steve Freel to the CNFR Board as the appointed Council member.

Summary:

Councilman Chris Walsh was appointed to represent the Council on various boards in December 2016. His resignation from Council has left open seats on the Central Wyoming Regional Water System Joint Powers Board, the City/County Hall of Justice & Detention Facility Joint Powers Board, and the College National Finals Rodeo (CNFR) board. The appointment of Councilman Steve Cathey has allowed the Council to fill those seats and make an adjustment to the Natrona County Travel and Tourism Board seat.

It is recommended that Council authorize these appointments effective immediately. These appointments will be for the remainder of the current term expiring December 31, 2019.

Financial Considerations

There are no financial considerations with this action.

Oversight/Project Responsibility

Mayor Charles Powell

Attachments

No attachments