COUNCIL MEETING AGENDA

Casper City Council
City Hall, Council Chambers
Tuesday, May 21, 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 MAY 7, 2019 REGULAR COUNCIL MEETING, AS PUBLISHED IN THE CASPER STAR-TRIBUNE ON MAY 17, 2019

4. CONSIDERATION OF MINUTES OF THE MAY 7, 2019 EXECUTIVE SESSION – PERSONNEL AND LITIGATION

5. CONSIDERATION OF BILLS AND CLAIMS

   a. Conflict Claims

6. COMMUNICATIONS

   A. From Persons Present

7. ESTABLISH DATE OF PUBLIC HEARINGS

   A. Consent

      1. Establish June 4, 2019, as the Public Hearing Date for Consideration of:

         a. New **Resort Liquor License No. 8** West Center Hospitality Ops, LLC d/b/a **Platte River Saloon**, Located at 123 West 'E' Street.

      2. Establish June 18, 2019, as the Public Hearing Date for Consideration of:

         a. Ordinance Approving a **Rezone** of Block 60, Lot 9, and N. 20' of Lot 10; and Block 60, West 1/2 of Lots 10-12, Exc. N. 20' of Lot 10, Casper Addition, Located Directly East of the New Rescue Mission, on Lots Currently Addressed as **221 & 227 North Park Street**.

8. PUBLIC HEARING

   A. **Annexation Compliance** with Title 15, Chapter 1, Article 4 of the Wyoming State Statutes to Determine if the Annexation of the **West Casper Commerce Center Addition** Complies with W.S. 15-1-402.

      1. Resolution

      2. Third Reading Ordinance Approving Annexation and Zoning of the West Casper Commerce Center Addition.

9. THIRD READING ORDINANCE

   A. Approving the **Vacation of a Portion of South Elm Street**, Between West Collins and West 8th Street.

      1. Communications from Persons Present

10. SECOND READING ORDINANCES

   A. Amendments to the **Mobile Vendor Parking Permit Ordinance** in Municipal Code 10.36.031.

      1. Communications from Persons Present

10. SECOND READING ORDINANCES (continued)

B. Amendment to the **International Fire Code Regarding Mobile Food Preparation Vehicles**.

1. Communications from Persons Present

C. Amending Chapter 12.24.030 of the Municipal Code to Authorize **Non-Permanent Modifications of Sidewalks** Under Certain Limited Circumstances.

1. Communications from Persons Present

11. RESOLUTIONS

A. Consent

1. Approving the City of Casper's Contract for Professional Services with **Hinge Studio Marketing and Communications, LLC**, for **Trail, Bicycle, and Pedestrian Summer Safety Campaigns**, in the Amount of $3,900.

2. Accepting the Highest Bid, Approving a Real Estate Purchase Agreement, and Authorizing a Warranty Deed for Closing on the **Sale of the Former Fire Station No. 5 Property**, Located at 4000 East 15th Street.

3. Approving Amendment Number 1 to Amendment Number 1 to the **McMurry Business Park PUD** (Planned Unit Development) Guidelines and the **Open Space Annexation Agreement**.

4. Approving Amendment Number 1 to Amendment Number 2 to the **McMurry Business Park PUD** (Planned Unit Development) Guidelines and the **Open Space Annexation Agreement.**

5. Authorizing an Agreement between the **Natrona County Conservation District** and the City of Casper, in the Amount of $85,000.

6. Authorizing a Revocable License Agreement with **Jeff McDonald** for **Maintenance of a Deck**.

7. Authorizing an Agreement with **71 Construction**, in the Amount of $97,981 for the **Jackson and 8th Street Sewer Repairs Project**.

12. MINUTE ACTION

A. Consent

1. Authorizing the Purchase of GE Orbit Radios from **GE MDS, LLC**, in the Amount of $53,759, to **Upgrade the Existing Traffic Network**.

2. Authorizing $25,000 in Health, Social and Community Services Cash Funding to Support **Community Promotions Events**.

3. Authorizing the Purchase of **Computer Forensic Equipment and Software, Including a Talino Forensic Workstation**, from **Sumari**, in the Total Amount of $33,890.

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

14. ADJOURN INTO EXECUTIVE SESSION – PERSONNEL AND PROPERTY ACQUISITION

15. ADJOURNMENT

Upcoming Council meetings

Council meetings
6:00 p.m. Tuesday, June 4, 2019– Council Chambers
6:00 p.m. Tuesday, June 18, 2019 – Council Chambers

Work sessions
4:30 p.m. Tuesday, May 28, 2019 – Council Meeting Room
4:30 p.m. Tuesday, June 11, 2019– Council Meeting Room

Special Work session – Budget Review
4:30 p.m. Wednesday, May 22, 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

COUNCIL PROCEEDINGS
Casper City Hall – Council Chambers
May 7, 2019

1. ROLL CALL
Casper City Council met in regular session at 6:00 p.m., Tuesday, May 7, 2019. Present: Councilmembers Bates, Freel, Hopkins, Huber, Johnson, Pacheco, Walsh and Mayor Powell. Absent: Councilmember Lutz. Moved by Councilmember Pacheco, seconded by Councilmember Hopkins, to, by minute action, excuse the absence of Councilmember Lutz. Motion passed.

2. PLEDGE OF ALLEGIANCE
Citizen Brenda Sanders led the audience in the Pledge of Allegiance.

3. MINUTES
Moved by Councilmember Walsh, seconded by Councilmember Freel, to, by minute action, approve the minutes of the April 16, 2019, regular Council meeting, as published in the Casper-Star Tribune on April 23, 2019. Motion passed.

4. BILLS & CLAIMS
Moved by Councilmember Pacheco, seconded by Councilmember Johnson, to, by minute action, approve payment of the May 7, 2019, bills and claims, as audited by City Manager Napier. Motion passed.

Bills & Claims 05/07/19

33 MileRdImp	svcs	$787.36
71Construction	Projects	$2,227.20
AAALandscaping	Services	$85.00
ABratton	Refund	$52.23
AClark	Refund	$31.58
AHatcher	Refund	$56.62
AllansConcrete	Services	$3,700.00
AllianceElec	Services	$975.11
AMBI	Services	$1,153.81
AmericanTitle	Services	$125.00
Ameritech	Services	$4,242.60
ARSFlood	Services	$3,857.99
Auto&Elect	Supp	$85.00
AWentz	Refund	$46.05
B32Eng	Services	$3,042.19
Balefill	Services	$56,618.03
BankOfAmerica	Goods	$331,969.62
BHEnergy	Services	$24,907.98
BMartin	Reimb	$1,112.20
BoondoggleConst	Refund	$75.00

Boys&GirlsClubs	Funds	$18,321.25
Brenntag	Goods	$21,721.69
BThompson	Refund	$223.87
C Lynch	Reimb	$75.00
CArchibeque	Reimb	$75.00
Carus	Goods	$8,748.00
CasperElectric	Services	$1,933.91
CasperPubSafetyComm	Services	$5,624.50
CasperPubUtilities	Services	$144.06
CATC	Funding	$135,656.92
Centurylink	Services	$1,019.45
CGlarrow	Reimb	$43.02
CIGNA	Services	$8,429.96
CityofCasper	Services	$12,695.47
CivilEngineeringProfessionals	Projects	$10,740.00
CMcKee	Refund	$52.78
CommTech	Goods	$15,814.66
Comtronix	Services	$252.00
CowdinCleaning	Services	$816.00
CrwnConst	Services	$980.00
CrzyPdlerBike	Refund	$75.00
CsprPD	Funding	$100.00
CttnwoodEst	Refund	$36.06
Dell	Goods	$54,122.62
DeltaDental	Services	$40,497.73
DesertMtn	Goods	$27,368.73
DGarland	Reimb	$100.00
DonsMblCarpet	Svc	$10,897.60
DrvrAlliantIns	Ins	$10,818.18
DWestwood	Refund	$44.56
EngDsgnAssoc	Services	$3,125.00
EnvironmentalCivilSolutions	Services	$2,773.70
FirstData	Services	$821.54
FirstInterstateBank	Services	$139.38
FirstInterstateBank	Services	$1,260.00
FmlyJrnyCtr	Services	$3,491.66
GilesTransport	Svc	$665.00
GlobalSpect	Funding	$189,166.92
GMarshInc	Services	$10.13
GMoulton	Refund	$29.38
GolderAssociates	Services	$14,598.64
GSGArchitecture	Services	$2,565.00
GWMechanical	Services	$8,768.89

HDR Engineering	Projects	$60,750.59
Hein-Bond	Services	$4,080.00
HNelson	Refund	$75.00
HolthseApprsl	Svc	$3,000.00
Homax	Goods	$64,872.23
InbergMillerEngineers	Services	$14,925.64
Interspec	Goods	$4,680.00
ISC	Supplies	$217.35
ITCElec	Services	$722.70
JcksnCrkMfg	Services	$25,776.00
JMclean	Reimb	$87.08
JPepin/CJones	Refund	$75.00
JSwift	Refund	$33.32
JTLGroup	Services	$6,444.68
KHowel	Reimb	$90.00
Kiwanis	Services	$228.00
KubwaterResources	Goods	$5,398.90
LimmerRoof	Reprs	$7,000.00
LisasSpicnSpan	Services	$659.00
LnclnNtlLife	Services	$277.83
LongBuildingTech	Services	$695.02
M Bratvold	Reimb	$108.06
M&TEnt	Refund	$50.50
MncplEmrgncy	Svcs	$15,329.00
Motorola	Services	$13,931.87
MtnWValtns	Appraisel	$1,500.00
N Lange	Reimb	$73.47
NationalBenefitServices	Services	$861.95
NCSheriffsOffice	Funding	$118,088.10
OlsonAutobody	Services	$5,041.00
OneCallofWy	Services	$321.00
Pepsi	Goods	$113.00
PinnacleConstruction	Projects	$19,466.00
PostalPros	Services	$15,116.51
PowerEquipment	Goods	$13,726.38
PPurdy	Refund	$75.00
Printworks	Supp	$502.99
PWendling	Reimb	$257.24
R Schwahn, DVM	Services	$600.00
R Weant	Reimb	$291.07
RecycledMaterials	Services	$775.00
RHerchkorn	Refund	$52.23
RockyMtnPower	Services	$95,826.96

SamsPlumbing	Refund	$17,350.00
SDunnuck	Reimb	$191.69
StantecConsultingSvcsInc	Projects	$13,813.38
StarTribune	Services	$143.44
StarTribune	Services	$97.44
Stateline7	Services	$2,405.00
SWood	Refund	$41.75
SZimmerman	Reimb	$72.47
TAllen	Refund	$31.03
TArellano	Reimb	$156.52
TGarcia	Reimb	$100.00
TGuoin	Refund	$54.42
TopOffice	Goods	$163.40
TransmissionDist	Supplies	$5,071.74
TTucker	Reimb	$75.00
Tweed'sWholesale	Goods	$585.09
VisionServicePlan	Services	$1,222.24
WH LLC	Services	$585.00
WMiller	Refund	$575.00
WorthingtonLenhart&Carpenter	Services	$4,416.31
WyConferenceMuniCourts	Services	$225.00
WYDOT	Services	$69.41
WyRetirementPD	Svc	$104,128.10
YouthCrisisCenter	Funding	$15,000.00
YthEmpwrmntCncl	Svc	$11,250.00
Zunesis	Services	$16,600.01
		$1,746,612.94

5. COMMUNICATIONS FROM PERSONS PRESENT

Individuals addressing the Council were: Ron Caputa, Caputa's Catering, speaking against food truck regulation and requesting consideration for a designated parking lot for food trucks; Dave Hinton, Lefty's BBQ, also requesting a designated location for food trucks; and Brenda Sanders, Bar Nunn, sharing concerns about restrictions placed on the recent bikers awareness parade and asking about parade requirements. Councilmember Bates asked about insurance requirements. City Manager Napier addressed the questions. Also addressing Council were: Paul Paad, 2781 Cherokee, sharing his concerns with the parade requirements; and Mileage Mike Harrison, 742 N. Jefferson, asking about insurance and the parade permit application process. Mayor asked for further discussion of the recent bikers awareness parade, to review the overall process, at the next work session. Councilmembers indicated this should be added to the next work session. The following individuals also addressed Council: Pat Sweeney, 951 N. Kimball, urging Council to use common sense when managing public events; Nicholas Wales, 906 E. 17th, requesting Council turn the former Plains Furniture property into an indoor park for families; and David Fraser, the new Director of the Wyoming Association of Municipalities, introduced himself to Council.

6.A.1 PUBLIC HEARING - ORDINANCE

Mayor Powell opened the public hearing for the consideration of amendments to the mobile vendor parking permit ordinance. City Attorney Henley entered one (1) exhibit: correspondence from Fleur Tremel to J. Carter Napier, dated April 22, 2019. City Manager Napier provided a brief report. Speaking in support was Pat Sweeney, 951 N. Kimball. City Manager Napier addressed a question presented by Mr. Sweeney. There being no others to speak for or against the issues involving the amendments, the public hearing was closed. Following ordinance read:

ORDINANCE NO. 10-19

AN ORDINANCE AMENDING A PORTION OF CHAPTER 10.36.031 – MOBILE VENDOR PARKING.

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

6.A.2 PUBLIC HEARING - ORDINANCE

Mayor Powell opened the public hearing for the consideration of the amendment to the International Fire Code regarding mobile food preparation vehicles. City Attorney Henley entered one (1) exhibit: correspondence from Tom Solberg to J. Carter Napier, dated May 2, 2019. City Manager Napier provided a brief report. Two citizens addressed Council during the public hearing. Dave Hinton, Lefty's BBQ, asked if open air carts would be included in the ordinance. City Attorney Henley read the definition. City Manager Napier indicated that the Fire Department staff felt it may not apply to open carts. Mayor Powell stated that clarification is needed. Pat Sweeney, 951 N. Kimball, also requested that Council give this topic further study. There being no others to speak for or against the issues involving the amendment, the public hearing was closed. Following ordinance read:

ORDINANCE NO. 11-19

AN ORDINANCE AMENDING PORTIONS OF CHAPTER 15.40 – INTERNATIONAL FIRE CODE OF THE CASPER MUNICIPAL CODE.

Councilmember Johnson presented the foregoing ordinance for approval, on first reading. Seconded by Councilmember Walsh. Councilmember Freel expressed concerns with the restrictions and suggested taking more time for consideration. Councilmembers Walsh and Hopkins also shared concerns with the ordinance. Moved by Councilmember Freel, seconded by Councilmember Walsh to table the ordinance. Councilmember Bates voted aye. Motion to table failed. Council then voted on the ordinance, on first reading. Motion passed.

6.A.3 PUBLIC HEARING - ORDINANCE

Mayor Powell opened the public hearing for the consideration of the amendment to authorize non-permanent modifications of sidewalks. City Attorney Henley entered one (1) exhibit: correspondence from John Henley to J. Carter Napier, dated May 2, 2019. City Manager Napier provided a brief report. There being no one to speak for or against the issues involving the amendment, the public hearing was closed. Following ordinance read:

ORDINANCE NO. 12-19
AN ORDINANCE AMENDING CHAPTER 12.24.030 OF THE CASPER MUNICIPAL CODE.

Councilmember Pacheco presented the foregoing ordinance for approval, on first reading. Seconded by Councilmember Walsh. Councilmembers discussed the matter. City Manager Napier elaborated on the criteria for the safety aspect of the ordinance. Mayor Powell asked a few questions which City Attorney Henley addressed. Councilmember Huber recused himself from the discussion. Councilmember Hopkins moved to amend the ordinance to require a minimum of five and a half (5 ½) feet from the structure to the back of the curb or meet the Americans with Disabilities Act (ADA) requirements. Seconded by Councilmember Bates. Councilmembers discussed the amendment. Motion to amend the ordinance passed. Council then voted on the ordinance, as amended, on first reading. Councilmember Hopkins voted nay. Motion passed.

6.B PUBLIC HEARING - MINUTE ACTION

Councilmember Huber returned to the meeting. Mayor Powell opened the public hearing for the consideration of the issuance of new Resort Liquor License No. 7 Highend Hotel Group of America, LLC d/b/a Ramada Plaza Riverside Hotel & Convention Center Casper, located at 300 West F Street. City Attorney Henley entered five (5) exhibits: correspondence from Fleur Tremel, to J. Carter Napier, dated March 27, 2019; an affidavit of publication, as published in the Casper-Star Tribune, dated April 25, 2019; an affidavit of website publication, as published on the City of Casper website, dated April 18, 2019; an affidavit of notice of conspicuous posting, as posted at 300 West F Street, dated April 17, 2019; and the liquor license application filed March 25, 2019. City Manager Napier provided a brief report. Speaking in support was Michael Balenoff, representing the applicant. There being no others to speak for or against the issues involving Resort Liquor License No. 7, the public hearing was closed. Moved by Councilmember Walsh, seconded by Councilmember Hopkins, to, by minute action, authorize the issuance of Resort Liquor License No. 7. Motion passed.

7.A ORDINANCE– SECOND READING

Following ordinance read:

ORDINANCE NO. 8-19
AN ORDINANCE APPROVING THE VACATION OF A PORTION OF SOUTH ELM STREET, BETWEEN WEST COLLINS AVENUE AND WEST 8TH STREET.

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

7.B ORDINANCE– SECOND READING

Following ordinance read:

ORDINANCE NO. 9-19

AN ORDINANCE APPROVING THE ANNEXATION, PLAT AND ZONING CREATING THE WEST CASPER COMMERCE CENTER ADDITION; AND THE ASSOCIATED SUBDIVISION AGREEMENT BETWEEN THE CITY OF CASPER AND SEVEN SYNERGY HOLDINGS, LLC.

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

8. CONSENT RESOLUTIONS

The following resolutions were considered, by consent agenda:

RESOLUTION NO. 19-66

A RESOLUTION AUTHORIZING AN AGREEMENT WITH DYNAMIC CONTROLS INC. FOR THE PROCUREMENT AND REPLACEMENT OF A ROOFTOP HEATING AND COOLING UNIT AT 135 SOUTH ASH STREET.

RESOLUTION NO. 19-67

A RESOLUTION AUTHORIZING AMENDMENT NO. 1 TO THE CONTRACT FOR PROFESSIONAL SERVICES WITH CH2M HILL ENGINEERS, INC. FOR THE SAM H. HOBBS WASTEWATER TREATMENT PLANT SECONDARY TREATMENT REHABILITATION PHASE 1, PROJECT NO. 19-007.

RESOLUTION NO. 19-68

A RESOLUTION AUTHORIZING AN AGREEMENT WITH THE CENTRAL WYOMING REGIONAL WATER SYSTEM JOINT POWERS BOARD FOR CONSTRUCTION SERVICES FOR THE PLC/SCADA UPGRADE PROJECT.

RESOLUTION NO. 19-69

A RESOLUTION AUTHORIZING AN AGREEMENT WITH THE CENTRAL WYOMING REGIONAL WATER SYSTEM JOINT POWERS BOARD FOR THE 2019 ROOF REPLACEMENT PROJECT FOR THE CITY OF CASPER AND THE REGIONAL WATER SYSTEM.

RESOLUTION NO. 19-70

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH WENCK ASSOCIATES, INC., FOR UPDATING THE 10 -YEAR CASPER SOLID WASTE DIVISION BUSINESS PLAN, PROJECT NO. 18-088.

RESOLUTION NO. 19-71

A RESOLUTION AUTHORIZING AN AGREEMENT WITH RAMSHORN CONSTRUCTION, INC., FOR THE 2019 13TH STREET IMPROVEMENTS, PROJECT NO. 18-075.

RESOLUTION NO. 19-72

A RESOLUTION AUTHORIZING AN AGREEMENT WITH RDO EQUIPMENT CO., FOR CRL GPS EQUIPMENT, PROJECT NO. 16-047.

RESOLUTION NO. 19-73

A RESOLUTION AUTHORIZING CHANGE ORDER NO. 4 WITH WESTERN STATES FIRE PROTECTION CO. FOR THE LIFE STEPS CAMPUS BUILDING "F" FIRE SUPPRESSION AND CAMPUS FIRE ALARM SYSTEM REPLACEMENT PROJECT.

RESOLUTION NO. 19-74

A RESOLUTION AUTHORIZING AN AGREEMENT WITH RAMSHORN CONSTRUCTION, INC., FOR THE BRYAN STOCK TRAIL AND METRO ROAD IMPROVEMENTS, PROJECT NO. 18-019.

RESOLUTION NO. 19-75

A RESOLUTION AUTHORIZING AN AGREEMENT WITH TRETO CONSTRUCTION, INC., FOR THE NORTH BEVERLY STREET ROADWAY IMPROVEMENTS PROJECT NO. 18-060.

RESOLUTION NO. 19-76

A RESOLUTION RESCINDING RESOLUTION NO. 17-70 AND ESTABLISHING FEES FOR THE USE OF PARKS AND COURTS.

RESOLUTION NO. 19-77

A RESOLUTION ESTABLISHING ANNEXATION POLICY FOR PROVIDING CITY SERVICES TO OUTSIDE PROPERTY.

RESOLUTION NO. 19-78

A RESOLUTION ADOPTING THE 2019 REGION 2 HAZARD MITIGATION PLAN.

RESOLUTION NO. 19-79

A RESOLUTION AUTHORIZING AMENDMENT NO. 2 TO THE ICE HOCKEY FACILITY DEVELOPMENT ESCROW AGREEMENT.

RESOLUTION NO. 19-80
A RESOLUTION AUTHORIZING AN AGREEMENT WITH HA BASEBALL LLC, DBA CASPER HORSEHEADS BASEBALL CLUB FOR OPERATION OF THE CONCESSION BUILDING AT CROSSROADS COMPLEX.

RESOLUTION NO. 19-81
A RESOLUTION AUTHORIZING A LICENSE AGREEMENT WITH LOU TAUBERT REAL ESTATE, INC., TO INSTALL A NON-PERMANENT LANDING AND RAILING WITHIN SOUTH WOLCOTT STREET RIGHT-OF-WAY.

Councilmember Walsh presented the foregoing sixteen (16) resolutions for adoption. Seconded by Councilmember Freel. Councilmember Huber abstained from voting on Resolution No. 19-81. Motion passed.

9. MINUTE ACTION— CONSENT

Moved by Councilmember Huber, seconded by Councilmember Johnson, to, by consent minute action:

1. authorize the appointment of Lisa R. Herr to the Leisure Services Advisory Board;
2. reject the bid on the former Beverly Street Ball Field property;
3. authorize the purchase of two (2) UTV's, from Stotz Equipment, in the total amount of $43,900;
4. authorize the purchase of one (1) one-ton dually with platform bed and crane, from Greiner Ford, in the total amount of $62,194; and
5. authorize the purchase of one (1) new three-quarter-ton crew cab pickup truck with eight-foot bed, from Fremont Motors, in the total amount of $32,393.

10. INTRODUCTION OF MEASURES AND PROPOSALS

Councilmembers spoke on meetings and events they attended, and made follow-up comments on traffic and water service issues. Mayor Powell also expressed interest in discussing the pros and cons of offering food truck space as well as potential locations.

11. 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, May 14, 2019, in the Council's meeting room; and, a regular Council meeting to be held at 6:00 p.m., Tuesday, May 21, 2019, in the Council Chambers. Council will also be holding special work session on May 20 and 22, 2019 for review of the budget. At 7:43 p.m., it was moved Councilmember Freel, seconded by Councilmember Huber, to adjourn into executive session to discuss personnel and litigation. Motion passed. Council moved into the Council meeting room.

At 8:36 p.m., it was moved by Councilmember Freel, seconded by Councilmember Huber, to adjourn the executive session. Council returned to the Council Chambers.

12. ADJOURNMENT

At 8:36 p.m., it was moved by Councilmember Pacheco, seconded by Councilmember Huber, to adjourn the regular Council meeting. Motion passed.

CITY OF CASPER, WYOMING
A Municipal Corporation

ATTEST:

Fleur D. Tremel
City Clerk

Charles Powell
Mayor

Bills & Claims

City of Casper

05/08/2019 to 05/21/2019

71 CONSTRUCTION, INC.	1786-3 RETAINAGE	-$5,818.36
	Subtotal for Cost Center **Capital Projects - Engineering:**	**-$5,818.36**
	1786-3 #15-051 K STREET IMPROVEMENTS	$7,617.81
	Subtotal for Cost Center **Sewer:**	**$7,617.81**
	1786-3 #15-051 K STREET IMPROVEMENTS	$62,466.00
	1786-3 #15-051 K STREET IMPROVEMENTS	$76,178.05
	Subtotal for Cost Center **Streets:**	**$138,644.05**
	1786-3 #15-051 K STREET IMPROVEMENTS	$6,094.24
	Subtotal for Cost Center **Water:**	**$6,094.24**
	Vendor Subtotal:	**$146,537.74**
A.M.B.I. & SHIPPING, INC.	19-04-535 POSTAGE	$137.50
	Subtotal for Cost Center **City Attorney:**	**$137.50**
	19-04-538 POSTAGE	$325.46
	Subtotal for Cost Center **Finance:**	**$325.46**
	19-04-539 POSTAGE	$10.50
	Subtotal for Cost Center **Fire:**	**$10.50**
	19-04-542 POSTAGE	$9.50
	Subtotal for Cost Center **Metro Animal:**	**$9.50**
	19-04-541 POSTAGE	$4.20
	Subtotal for Cost Center **Planning:**	**$4.20**
	Vendor Subtotal:	**$487.16**
AAA LANDSCAPING	17514 3880 VALLEY- FORCE CLEAN UP	$180.00
	Subtotal for Cost Center **Code Enforcement:**	**$180.00**
	Vendor Subtotal:	**$180.00**
AAKHUS, PAIGE	0033111990 UTILITY REFUND	$50.34
	Subtotal for Cost Center **Water:**	**$50.34**

Note: *Click the invoice for additional information.*

	Vendor Subtotal:	**$50.34**
ABRASIVE MANAGEMENT ENTERPRISES INC	3 ANNUAL SRT TRAINING	$6,000.00
	Subtotal for Cost Center **Police:**	**$6,000.00**
	Vendor Subtotal:	**$6,000.00**
ADAM RAVER	RIN0029519 MILEAGE 3/12/19-4/30/19	$43.00
	Subtotal for Cost Center **Information Services:**	**$43.00**
	Vendor Subtotal:	**$43.00**
ADVANCED HEALTHSTYLES EXERCISE EQUIPMENT INC	039627-R0 LIFE FITNESS TREADMILL	$4,457.00
	Subtotal for Cost Center **Perpetual Care:**	**$4,457.00**
	Vendor Subtotal:	**$4,457.00**
ALLIANCE ELECTRIC LLC.	8517 LABOR/MATERIAL PWR TOOL ROOM	$992.42
	Subtotal for Cost Center **Balefill:**	**$992.42**
	Vendor Subtotal:	**$992.42**
ALLURETECH	92054 MILLER HOUSE INTERNET MAY 2019	$42.00
	Subtotal for Cost Center **City Hall:**	**$42.00**
	Vendor Subtotal:	**$42.00**
AM SIGNAL, INC.	AM23585 TRAFISENSE COLLINS AND WOLCOTT	$18,083.79
	Subtotal for Cost Center **Streets:**	**$18,083.79**
	Vendor Subtotal:	**$18,083.79**
AMERICAN TITLE AGENCY, INC.	2019-0855 O & E REPORT	$125.00
	Subtotal for Cost Center **Refuse Collection:**	**$125.00**

	Vendor Subtotal:	**$125.00**
ANDREEN HUNT CONSTRUCTION, INC.	4024 RETAINAGE	-$18,533.10
	Subtotal for Cost Center **Capital Projects - Cemetery:**	**-$18,533.10**
	4024 #16-051 HIGHLAND PARK CEMETERY	$185,331.00
	Subtotal for Cost Center **Cemetery:**	**$185,331.00**
	Vendor Subtotal:	**$166,797.90**
APPLIED CONSTRUCTION	RIN0029542 UTILITY REFUND	$577.64
	Subtotal for Cost Center **Water:**	**$577.64**
	Vendor Subtotal:	**$577.64**
ARCADIS U.S., INC.	0969872 ENGINEERING SERVICES FOR WWTP	$1,445.40
	Subtotal for Cost Center **Waste Water:**	**$1,445.40**
	Vendor Subtotal:	**$1,445.40**
ARROWHEAD HEATING & AIR CONDITIONING	12936 LABOR FOR NO HEAT	$142.50
	12993 APRIL 2019 FILTER CHANGE	$98.92
	12991 APRIL 2019 FILTER CHANGE	$180.00
	Subtotal for Cost Center **Balefill:**	**$421.42**
	Vendor Subtotal:	**$421.42**
ATLANTIC ELECTRIC, INC	7961 CITY HALL FLOOR RECEPTACLES	$1,082.33
	Subtotal for Cost Center **Buildings & Structures:**	**$1,082.33**
	7954 REPLACE POLE- CLAIM #1624CA	$10,927.88
	7886 DECORATIVE BASE- CLAIM #1784CA	$2,470.00
	Subtotal for Cost Center **Property & Liability Insurance:**	**$13,397.88**
	Vendor Subtotal:	**$14,480.21**
BIG WEST LANDSCAPING LLC	179 #18-058 HERITAGE HILLS RECLAMA	$400.00

	Subtotal for Cost Center **Engineering:**	**$400.00**
	Vendor Subtotal:	**$400.00**
BLACK HILLS ENERGY	AP000183050619 NATURAL GAS	$4,710.92
	AP000232050819 NATURAL GAS	$316.00
	Subtotal for Cost Center **Aquatics:**	**$5,026.92**
	AP000229050119 NATURAL GAS	$11.49
	AP000229050819 NATURAL GAS	$4,638.55
	Subtotal for Cost Center **Balefill:**	**$4,650.04**
	AP000187050719 NATURAL GAS	$134.35
	Subtotal for Cost Center **Buildings & Structures:**	**$134.35**
	AP000226050619 NATURAL GAS	$173.24
	Subtotal for Cost Center **Cemetery:**	**$173.24**
	AP000227050619 NATURAL GAS	$1,107.63
	AP000187050719 NATURAL GAS	$87.70
	AP000187050719 NATURAL GAS	$28.37
	AP000187050719 NATURAL GAS	$288.00
	Subtotal for Cost Center **City Hall:**	**$1,511.70**
	AP000230050819 NATURAL GAS	$1,029.91
	AP000247050819 NATURAL GAS	$178.70
	Subtotal for Cost Center **Fire:**	**$1,208.61**
	AP000194050819 NATURAL GAS	$1,825.27
	Subtotal for Cost Center **Fleet Maintenance:**	**$1,825.27**
	AP000195050719 NATURAL GAS	$318.35
	Subtotal for Cost Center **Fort Caspar:**	**$318.35**
	AP000188050619 NATURAL GAS	$281.21
	Subtotal for Cost Center **Golf Course:**	**$281.21**
	AP000184050619 NATURAL GAS	$749.35
	Subtotal for Cost Center **Ice Arena:**	**$749.35**
	AP000192050819 NATURAL GAS	$869.80
	Subtotal for Cost Center **Metro Animal:**	**$869.80**

	AP000222050819 NATURAL GAS	$96.86
	Subtotal for Cost Center **Parks:**	**$96.86**
	AP000191050619 NATURAL GAS	$841.44
	Subtotal for Cost Center **Recreation:**	**$841.44**
	AP000193050719 NATURAL GAS	$17.13
	Subtotal for Cost Center **Sewer:**	**$17.13**
	AP000228050819 NATURAL GAS	$4,421.99
	Subtotal for Cost Center **Waste Water:**	**$4,421.99**
	AP000231050819 NATURAL GAS	$646.44
	Subtotal for Cost Center **Water:**	**$646.44**
	RIN0029580 NATURAL GAS	$5,059.04
	Subtotal for Cost Center **Water Treatment Plant:**	**$5,059.04**
	Vendor Subtotal:	**$27,831.74**
BOLES WELDING	0033111987 UTILITY REFUND	$68.76
	Subtotal for Cost Center **Water:**	**$68.76**
	Vendor Subtotal:	**$68.76**
BRENNTAG PACIFIC, INC.	BPI939589 CHEMICALS- FERRIC	$11,147.51
	BPI937294 CHEMICALS - FERRIC	$10,660.64
	Subtotal for Cost Center **Water Treatment Plant:**	**$21,808.15**
	Vendor Subtotal:	**$21,808.15**
CASELLE, INC.	94957 CONTRACT SUPPORT/MAINT JUNE 19	$75.00
	Subtotal for Cost Center **Finance:**	**$75.00**
	Vendor Subtotal:	**$75.00**
CASPAR BUILDING SYSTEMS, INC	BB012 BALER BUILDING EXPANSION PROJ	$235,204.00
	RIN0029583 #17-0017 COMPOST EQUIP BLDG	$57,037.00

SYSTEMS, INC.	RIN0029583 RETAINAGE	-$5,703.70
	Subtotal for Cost Center **Balefill:**	**$286,537.30**
	FS-012 FIRE EMS STATION #5	$151,676.98
	Subtotal for Cost Center **Capital Projects - Fire:**	**$151,676.98**
	BB012 RETAINAGE	-$7,706.34
	MRF11 BALER BUILDING EXPANSION PROJE	$117,544.43
	Subtotal for Cost Center **Refuse Collection:**	**$109,838.09**
	Vendor Subtotal:	**$548,052.37**
CASPER AREA ECONOMIC DEVELOPMENT ALLIANCE INC	SS-01 SUSTAINABLE STRAT. APRIL RTNG	$4,166.66
	Subtotal for Cost Center **Social Community Services:**	**$4,166.66**
	Vendor Subtotal:	**$4,166.66**
CASPER ELECTRIC, INC.	47610 FIX CONDUIT SCALE HOUSE	$550.00
	Subtotal for Cost Center **Balefill:**	**$550.00**
	RIN0029589 #18-071 DOWNTOWN PARKING	$68,120.00
	RIN0029589 RETAINAGE	-$3,406.00
	Subtotal for Cost Center **Parking:**	**$64,714.00**
	Vendor Subtotal:	**$65,264.00**
CASPER POLICE DEPARTMENT	RIN0029520 LEGAL/MEDICAL	$718.05
	Subtotal for Cost Center **Police Grants:**	**$718.05**
	Vendor Subtotal:	**$718.05**
CASPER PUBLIC UTILITIES	RIN0029547 SANITATION	$119.50
	RIN0029547 SEWER	$24.56
	Subtotal for Cost Center **Water Treatment Plant:**	**$144.06**
	Vendor Subtotal:	**$144.06**
CASPER STAR-TRIBUNE, INC.	53719 WAY FINDING LEGAL AD RFP	$7.90

	53719 WAY FINDING LEGAL AD RFP	$75.14
	Subtotal for Cost Center **Metropolitan Planning:**	**$83.04**
	RIN0029573 AMENDMENT ANNUAL ACTION PLAN	$344.00
	Subtotal for Cost Center **Planning:**	**$344.00**
	Vendor Subtotal:	**$427.04**
CENTRAL WY. REGIONAL WATER	173779 APRIL 2019 SYSTEM INVEST CHG	$31,403.00
	173818 APRIL 2019 WHOLESALE WATER	$310,785.63
	Subtotal for Cost Center **Water:**	**$342,188.63**
	Vendor Subtotal:	**$342,188.63**
CENTURYLINK	RIN0029510 ANALOQUE LINE FOR GAS SYSTEM	$101.30
	Subtotal for Cost Center **Balefill:**	**$101.30**
	RIN0029549 PHONE USE	$34.76
	Subtotal for Cost Center **City Hall:**	**$34.76**
	RIN0029551 PHONE USE	$65.08
	Subtotal for Cost Center **Code Enforcement:**	**$65.08**
	RIN0029554 PHONE USE	$300.80
	RIN0029507 PHONE USE	$491.17
	RIN0029539 PHONE USE	$10,471.17
	RIN0029530 PHONE USE	$722.93
	Subtotal for Cost Center **Communications Center:**	**$11,986.07**
	AP000143041519 PHONE USE	$706.14
	AP000132042219 PHONE USE	$1,533.68
	RIN0029529 PHONE USE	$39.53
	Subtotal for Cost Center **Finance:**	**$2,279.35**
	RIN0029536 PHONE USE	$1,152.02
	Subtotal for Cost Center **Fire:**	**$1,152.02**
	RIN0029584 PHONE USE	$140.54
	Subtotal for Cost Center **Fleet Maintenance:**	**$140.54**
	RIN0029532 PHONE USE	$38.74

	Subtotal for Cost Center **Ice Arena:**	**$38.74**
	RIN0029528 PHONE USE	$38.76
	RIN0029582 PHONE USE	$154.58
	Subtotal for Cost Center **Metro Animal:**	**$193.34**
	RIN0029527 PHONE USE	$126.10
	Subtotal for Cost Center **Parking:**	**$126.10**
	RIN0029552 PHONE USE	$46.64
	RIN0029548 PHONE USE	$122.03
	Subtotal for Cost Center **Parks:**	**$168.67**
	RIN0029535 PHONE USE	$358.39
	Subtotal for Cost Center **Police:**	**$358.39**
	RIN0029586 PHONE USE	$275.92
	Subtotal for Cost Center **Recreation:**	**$275.92**
	RIN0029533 PHONE USE	$160.50
	Subtotal for Cost Center **Streets:**	**$160.50**
	RIN0029553 PHONE USE	$1,779.65
	RIN0029585 PHONE USE	$154.00
	Subtotal for Cost Center **Waste Water:**	**$1,933.65**
	RIN0029550 PHONE USE	$195.24
	RIN0029531 PHONE USE	$38.74
	RIN0029534 PHONE USE	$52.02
	Subtotal for Cost Center **Water:**	**$286.00**
	Vendor Subtotal:	**$19,300.43**
CH2M HILL, INC.	WXXY0700_001 #19-007 WWTP SECONDARY TREATME	$22,819.02
	701068CH005 WWTP MCC REPLACEMENT PROJ	$8,194.46
	Subtotal for Cost Center **Waste Water:**	**$31,013.48**
	Vendor Subtotal:	**$31,013.48**
CHARLIE POWELL	RIN0029578 TRAVEL REIMBURSEMENT WAM MTG	$354.80
	Subtotal for Cost Center **Council:**	**$354.80**

	Vendor Subtotal:	**$354.80**
CHASE NASH	RIN0029513 CLOTHING REIMBURSEMENT	$344.75
	Subtotal for Cost Center **Police:**	**$344.75**
	Vendor Subtotal:	**$344.75**
CHRISTA WIGGS	RIN0029574 NOTARY APP FILING FEE	$30.00
	RIN0029574 NATR CNTY RECORDING FEE	$18.00
	Subtotal for Cost Center **City Clerk:**	**$48.00**
	Vendor Subtotal:	**$48.00**
CITY OF CASPER	5128/173794 APRIL 2019 WORKORDER	$2,513.78
	5128/173794 APRIL 2019 WORKORDER	$10,055.14
	5128/173795 APRIL 2019 CATC FUEL	$6,556.79
	5128/173795 APRIL 2019 CATC FUEL	$6,556.80
	Subtotal for Cost Center **C.A.T.C.:**	**$25,682.51**
	Vendor Subtotal:	**$25,682.51**
CITY OF CASPER - BALEFILL	1337/173776 SOLID WSTE STREET SWEEPING FEE	$2,266.00
	Subtotal for Cost Center **Balefill:**	**$2,266.00**
	1339/13839 BALEFILL EVENTS CENTER	$731.18
	1339/173791 BALEFILL EVENTS CENTER	$894.56
	1339/173411 BALEFILL	$738.04
	1339/173440 BALEFILL	$761.56
	1339/173464 BALEFILL	$725.79
	Subtotal for Cost Center **Casper Events Center:**	**$3,851.13**
	525/173693 BALEFILL	$25.48
	Subtotal for Cost Center **Hogadon:**	**$25.48**
	247/173884-173891 BALEFILL PARKS	$1,048.00
	247/173971 BALEFILL	$355.00
	Subtotal for Cost Center **Parks:**	**$1,403.00**

	2772/173945 BALEFILL	$6,882.84
	2772/173968 BALEFILL	$6,552.77
	2772/173412 BALEFILL	$5,733.79
	2772/173529 BALEFILL	$6,950.16
	2772/173595 BALEFILL	$6,293.07
	2772/173558 BALEFILL	$6,626.08
	2772/173871 BALEFILL	$6,379.80
	2155/173881 BALEFILL	$15.00
	2772/173740 BALEFILL	$7,064.82
	2772/173764 BALEFILL	$6,866.37
	2772/173694 BALEFILL	$6,640.48
	2772/173500 BALEFILL	$7,035.72
	2772/173793 BALEFILL	$6,816.39
	2772/173916 BALEFILL	$7,033.95
	2772/174003 BALEFILL	$5,964.58
	Subtotal for Cost Center **Refuse Collection:**	**$92,855.82**
	1276/173943 BALEFILL	$104.37
	1276/173870 BALEFILL	$106.82
	1276/173763 BALEFILL	$122.99
	1276/173692 BALEFILL	$71.05
	1276/173526 BALEFILL	$106.33
	Subtotal for Cost Center **Waste Water:**	**$511.56**
	3164/173691 BALEFILL	$126.42
	Subtotal for Cost Center **Water:**	**$126.42**
	Vendor Subtotal:	**$101,039.41**
CIVIL ENGINEERING PROFESSIONALS, INC.	19-0151 #18-044 1-25 & CASPER MARGINAL	$1,200.00
	Subtotal for Cost Center **Parks:**	**$1,200.00**
	19-013-02 #17-072 1ST & POPLAR	$2,049.68
	Subtotal for Cost Center **Sewer:**	**$2,049.68**
	18-050-3 #18-060 N BEVERLY ST IMPROVEME	$3,045.00
	Subtotal for Cost Center **Streets:**	**$3,045.00**
	17-045-17 CY BOOSTER STATION PROFESSIONA	$1,031.80
	17-045-17 CY BOOSTER STATION PROFESSIONA	$508.20
	19-013-02 #17-072 1ST & POPLAR	$1,147.82
	Subtotal for Cost Center **Water:**	**$2,687.82**

	Vendor Subtotal:	**$8,982.50**
COLLECTION CENTER INC.	972000000448 COLLECTION FEES	$297.19
	Subtotal for Cost Center **Refuse Collection:**	**$297.19**
	972000000448 COLLECTION FEES	$225.86
	Subtotal for Cost Center **Sewer:**	**$225.86**
	972000000448 COLLECTION FEES	$665.71
	Subtotal for Cost Center **Water:**	**$665.71**
	Vendor Subtotal:	**$1,188.76**
COMMUNICATION TECHNOLOGIES, INC.	85163 STROBE/HAZARD LIGHT UNIT222260	$1,562.00
	5291 HARDWARE UPGRADE PTP WIRELESS	$1,586.00
	Subtotal for Cost Center **Balefill:**	**$3,148.00**
	85275 INSTALL GETAC VIDEO/COMP SYSTM	$721.00
	85279 INSTALL GETAC VIDEO/COMP SYSTM	$721.00
	85282 INSTALL GETAC VIDEO/COMP SYSTM	$721.00
	85281 INSTALL GETAC VIDEO/COMP SYSTM	$721.00
	85280 INSTALL GETAC VIDEO/COMP SYSTM	$721.00
	85277 REPLACED BATTERY SEPARATOR	$211.50
	85278 INSTALL GJ BOX	$728.21
	85276 INSTALL GJ BOX	$728.21
	Subtotal for Cost Center **Police:**	**$5,272.92**
	Vendor Subtotal:	**$8,420.92**
COMTRONIX, INC.	49921C SCALEHOUSE PANIC SYSTEM	$1,462.70
	Subtotal for Cost Center **Balefill:**	**$1,462.70**
	Vendor Subtotal:	**$1,462.70**
CRAIG COLLINS	RIN0029579 TRAVEL REIMBURSEMENT WYOPASS	$53.00
	Subtotal for Cost Center **Planning:**	**$53.00**
	Vendor Subtotal:	**$53.00**

DAVIDSON FIXED INCOME MGMT.	2019-4CASPER APRIL 2019 MANAGEMENT FEES	$4,104.63
	Subtotal for Cost Center **Finance:**	**$4,104.63**
	Vendor Subtotal:	**$4,104.63**
DEREK BEESON	RIN0029511 REIMBURSEMENT CDL PERMIT FEES	$40.00
	Subtotal for Cost Center **Refuse Collection:**	**$40.00**
	Vendor Subtotal:	**$40.00**
DPC INDUSTRIES, INC.	737001413-19 SODIUM HYPO	$6,971.24
	Subtotal for Cost Center **Water Treatment Plant:**	**$6,971.24**
	Vendor Subtotal:	**$6,971.24**
DUNBAR, CHRISTINE	0033111988 UTILITY REFUND	$23.30
	Subtotal for Cost Center **Water:**	**$23.30**
	Vendor Subtotal:	**$23.30**
ENGINEERING DESIGN ASSOCIATES	10888 LIFE STEPS BLDG FIRE SPRINKLER	$1,433.00
	Subtotal for Cost Center **CDBG:**	**$1,433.00**
	10913 ROBERTSON ROAD EMERG GENERATOR	$125.00
	Subtotal for Cost Center **Waste Water:**	**$125.00**
	Vendor Subtotal:	**$1,558.00**
ENVIRONMENTAL & CIVIL SOLUTIONS, LLC	5741 2018 ARTERIALS/COLLECTORS	$11,378.45
	Subtotal for Cost Center **Streets:**	**$11,378.45**
	Vendor Subtotal:	**$11,378.45**
FIRST DATA MERCHANT SVCS CORP	REMI1391919 CREDIT CARD FEES MARCH 2019	$2,671.42
	Subtotal for Cost Center **Balefill:**	**$2,671.42**

	REMI1391923 CREDIT CARD FEES MARCH 2019	$59.25
	Subtotal for Cost Center **Cemetery:**	**$59.25**
	REMI1391913 CREDIT CARD FEES MARCH 2019	$1,590.67
	Subtotal for Cost Center **Finance:**	**$1,590.67**
	REMI1391914 MARCH 2019 CREDIT CARD FEES	$18.08
	Subtotal for Cost Center **Fort Caspar:**	**$18.08**
	REMI1391915 CREDIT CARD FEES MARCH 2019	$220.18
	Subtotal for Cost Center **Golf Course:**	**$220.18**
	REMI1391916 MARCH 19 CREDIT CARD FEES	$714.95
	Subtotal for Cost Center **Hogadon:**	**$714.95**
	REMI1391917 MARCH 2019 CREDIT CARD FEES	$35.46
	Subtotal for Cost Center **Metro Animal:**	**$35.46**
	REMI1385897 FEBRUARY 2019 CREDIT CARD FEES	$211.51
	Subtotal for Cost Center **Municipal Court:**	**$211.51**
	REMI1391920 CREDIT CARD FEES MARCH 2019	$60.95
	Subtotal for Cost Center **Police:**	**$60.95**
	Vendor Subtotal:	**$5,582.47**
FIRST INTERSTATE BANK	RIN0029575 GIFT CARDS	$298.00
	Subtotal for Cost Center **Human Resources:**	**$298.00**
	Vendor Subtotal:	**$298.00**
FIRST INTERSTATE BANK - PETTY CASH	RIN0029538 PETTY CASH OUTDOOR POOLS	$1,600.00
	Subtotal for Cost Center **Aquatics:**	**$1,600.00**
	Vendor Subtotal:	**$1,600.00**
FLAKE, BEN	0033111991 UTILITY REFUND	$7.37
	Subtotal for Cost Center **Water:**	**$7.37**

	Vendor Subtotal:	**$7.37**
FREMONT MOTOR CASPER, INC.	RIN0029572 1-TON CREW CAB PICKUP W/8' BED	$43,998.00
	Subtotal for Cost Center **Balefill:**	**$43,998.00**
	RIN0029570 1/2 TON REGULAR CAB PICKUP LES	$21,434.00
	RIN0029566 1/2 TON REGULAR CAB PICKUP LES	$21,434.00
	RIN0029567 1/2 TON REGULAR CAB PICKUP LES	$19,934.00
	Subtotal for Cost Center **Code Enforcement:**	**$62,802.00**
	Vendor Subtotal:	**$106,800.00**
FREMONT MOTOR SHERIDAN INC	RIN0029571 1-TON TRUCK W/SERVICE BODY AND	$63,559.86
	Subtotal for Cost Center **Water:**	**$63,559.86**
	Vendor Subtotal:	**$63,559.86**
GARY MARSH, INC.	397 Monthly payment for Golf Proff	$6,719.18
	Subtotal for Cost Center **Golf Course:**	**$6,719.18**
	Vendor Subtotal:	**$6,719.18**
GEOSYNTEC CONSULTANTS INC	33369232 CRL ANNUAL MONITORING/REPORTIN	$1,916.88
	Subtotal for Cost Center **Balefill:**	**$1,916.88**
	Vendor Subtotal:	**$1,916.88**
GINA RATCLIFF	RIN0029544 UTILITY REFUND	$41.90
	Subtotal for Cost Center **Water:**	**$41.90**
	Vendor Subtotal:	**$41.90**
GLOBAL SPECTRUM L.P.	0001122-IN MAY 2019 NET LOSS FUNDS	$82,909.91
	0001145-IN COC TCKT FNDS HARRY POTTER CNT	$64,195.86
	0001144-IN COC TCKT FNDS JOE EXPO	$6,621.45
	Subtotal for Cost Center **Casper Events Center:**	**$153,727.22**

	0001132-IN TICKET SCANNER REIMBURSEMENT	$15,000.00
	Subtotal for Cost Center **Perpetual Care:**	**$15,000.00**
	Vendor Subtotal:	**$168,727.22**
GOLDER ASSOCIATES	542249 #18-043 BALEFILL EMP/ACM UPDAT	$915.00
	542249 #18-043 BALEFILL EMP/ACM UPDAT	$1,656.25
	543228 19-011 CLOSED LANDFILL REMEDIA	$1,595.00
	543227 5-YEAR AIR EMISSIONS MON/REPOR	$2,107.50
	Subtotal for Cost Center **Balefill:**	**$6,273.75**
	544381 PROJECT #12-51 RESTORATION	$9,173.11
	Subtotal for Cost Center **Streets:**	**$9,173.11**
	Vendor Subtotal:	**$15,446.86**
GREINER MOTOR CO - CASPER	RIN0029568 3/4 TON 4X4 CAB & CHASSIS LESS	$21,488.00
	RIN0029569 3/4 TON 4X4 CAB & CHASSIS LESS	$23,813.00
	Subtotal for Cost Center **Police:**	**$45,301.00**
	Vendor Subtotal:	**$45,301.00**
GRIZZLY EXCAVATING & CONST. LLC.	202008 SEWER REPAIR	$2,705.61
	Subtotal for Cost Center **Balefill:**	**$2,705.61**
	Vendor Subtotal:	**$2,705.61**
HEIN-BOND, LLC	19-0207 DESIGN SERVICES - BALER BUILDI	$10,644.00
	19-0208 #13-050 BALER BLDG MRF/CA	$6,481.98
	19-0509 #13-050 BALER BLDG MRF/CA	$4,160.00
	19-0508 DESIGN SERVICES - BALER BUILDI	$7,695.96
	Subtotal for Cost Center **Balefill:**	**$28,981.94**
	Vendor Subtotal:	**$28,981.94**
HILLTOP NATL. BANK	13249 ANTENNA LEASE PREMISES FEE	$120.00
	Subtotal for Cost Center **Streets:**	**$120.00**

	Vendor Subtotal:	**$120.00**
HOMAX OIL SALES, INC.	0451783-IN DEF FOR EQUIPMENT	$943.08
	0454624-IN BULK FUEL	$25,496.21
	Subtotal for Cost Center **Balefill:**	**$26,439.29**
	0456374-IN STOCK 01/F1	$20,532.76
	0456454-IN STOCK 02/F2	$23,876.26
	Subtotal for Cost Center **Fleet Maintenance:**	**$44,409.02**
	CL94594 FUEL	$2,895.17
	Subtotal for Cost Center **Water:**	**$2,895.17**
	Vendor Subtotal:	**$73,743.48**
HONNEN EQUIPMENT CO.	1045177 ANNUAL FORKLIFT INSPECTION	$964.84
	Subtotal for Cost Center **Balefill:**	**$964.84**
	Vendor Subtotal:	**$964.84**
IMS INFRASTRUCTURE MANAGEMENT SVCS., INC.	17018-1 CITYWIDE CONDITION PAVEMENT SU	$11,107.50
	Subtotal for Cost Center **Streets:**	**$11,107.50**
	Vendor Subtotal:	**$11,107.50**
INTERFAITH OF NATRONA COUNTY, INC.	RIN0029589 ORPHANED CAP FUNDING	$14,750.00
	Subtotal for Cost Center **Capital Projects - City Mgr:**	**$14,750.00**
	Vendor Subtotal:	**$14,750.00**
ISC, INC/VENTURE TECHNOLOGIES	SIN028728 EQUIPMENT FOR TYLER	$367.11
	Subtotal for Cost Center **Balefill:**	**$367.11**
	SIN028728 EQUIPMENT FOR TYLER	$6,332.70
	Subtotal for Cost Center **Information Technology:**	**$6,332.70**
	SIN028728 EQUIPMENT FOR TYLER	$550.67
	Subtotal for Cost Center **Refuse Collection:**	**$550.67**

	SIN028728 EQUIPMENT FOR TYLER	$458.89
	Subtotal for Cost Center **Sewer:**	**$458.89**
	SIN028728 EQUIPMENT FOR TYLER	$367.11
	Subtotal for Cost Center **Waste Water:**	**$367.11**
	SIN028728 EQUIPMENT FOR TYLER	$1,101.35
	Subtotal for Cost Center **Water:**	**$1,101.35**
	Vendor Subtotal:	**$9,177.83**
JUSTIN JEFFERY	RIN0029498 REIMBURSEMENT MOVING/TRAVELING	$519.76
	Subtotal for Cost Center **Golf Course:**	**$519.76**
	Vendor Subtotal:	**$519.76**
KAUSMAN, JOSH	0033111992 UTILITY REFUND	$48.90
	Subtotal for Cost Center **Water:**	**$48.90**
	Vendor Subtotal:	**$48.90**
KLOE'S ELECTRICAL SOLUTIONS LLC	1058 APPLIANCES & INSTALL ELEC BOX	$520.00
	Subtotal for Cost Center **Life Steps Campus:**	**$520.00**
	Vendor Subtotal:	**$520.00**
KNIFE RIVER/JTL	6 RETAINAGE	-$6,486.53
	Subtotal for Cost Center **Capital Projects - Engineering:**	**-$6,486.53**
	189448 3/8" PLANT MIX, 1/2" PLANT MIX	$970.06
	189576 3/8" PLANT MIX, 1/2" PLANT MIX	$1,010.36
	189810 3/8" PLANT MIX	$254.15
	189857 3/8" PLANT MIX	$522.60
	189946 3/8" PLANT MIX	$522.60
	190068 1/2" PLANT MIX	$232.56
	190471 1/2" PLANT MIX	$340.86
	190844 1/2" PLANT MIX	$228.00
	6 #17-093 2018 ARTERIALS & COLLE	$133,987.16

	190921 3/8" PLANT MIX	$260.00
	190312 1/2" PLANT MIX	$228.57
	Subtotal for Cost Center **Streets:**	**$138,556.92**
	6 #17-093 2018 ARTERIALS & COLLE	$77,146.33
	Subtotal for Cost Center **Water:**	**$77,146.33**
	Vendor Subtotal:	**$209,216.72**
LANE CHRISTENSEN	WWC2422 BOOT REIMBURSEMENT	$52.46
	Subtotal for Cost Center **Sewer:**	**$52.46**
	Vendor Subtotal:	**$52.46**
LISA'S SPIC N SPAN	365143 CLEANING SERVICES	$235.00
	7575 PAINT SCALEHOUSE/CLEANING	$290.00
	Subtotal for Cost Center **Balefill:**	**$525.00**
	365143 FURNITURE REFINISH	$72.00
	Subtotal for Cost Center **Refuse Collection:**	**$72.00**
	Vendor Subtotal:	**$597.00**
LONG BUILDING TECHNOLOGIES	SCPAY0043953 QUARTERLY BILLING	$4,237.25
	Subtotal for Cost Center **Water Treatment Plant:**	**$4,237.25**
	Vendor Subtotal:	**$4,237.25**
M & M SVCS. INC.	0696 OLD LDF PRAIRIE DOG TRTMNT	$1,000.00
	Subtotal for Cost Center **Balefill:**	**$1,000.00**
	Vendor Subtotal:	**$1,000.00**
MARISSA BUTLER	6528A ART DESIGN FOR TRAFFIC BOX	$200.00
	Subtotal for Cost Center **Parks:**	**$200.00**
	Vendor Subtotal:	**$200.00**

MARJORIE ANDERSON	RIN0029522 EXCEL CLASSES MARCH 2019	$325.00
	Subtotal for Cost Center **Police:**	**$325.00**
	Vendor Subtotal:	**$325.00**
MARY MOORE	RIN0029546 UTILITY REFUND	$51.32
	Subtotal for Cost Center **Water:**	**$51.32**
	Vendor Subtotal:	**$51.32**
MATTHEW J BUTCHER	150 WIRELESS SITEING APP CONSULT	$1,800.00
	146 WIRELESS FACILITY APP CONSULT	$1,350.00
	Subtotal for Cost Center **General - Planning:**	**$3,150.00**
	Vendor Subtotal:	**$3,150.00**
MCMURRY READY MIX CO.	228029 MIX	$326.25
	228028 MIX	$166.50
	Subtotal for Cost Center **Water:**	**$492.75**
	Vendor Subtotal:	**$492.75**
MOTHER SETON HOUSING, INC.	04.17.19 ORPHANED CAP FUNDING	$4,201.50
	Subtotal for Cost Center **Capital Projects - City Mgr:**	**$4,201.50**
	Vendor Subtotal:	**$4,201.50**
MOTOROLA SOLUTIONS	16048507 MICROPHONE	$970.90
	Subtotal for Cost Center **Police:**	**$970.90**
	Vendor Subtotal:	**$970.90**
MOUNTAIN WEST TELEPHONE/ WERCS COMMUNICATIONS	RIN0029523 PSCC ETHERNET	$503.73
	Subtotal for Cost Center **Communications Center:**	**$503.73**
	AP000179050119 METRO ETHERNET MAY 2019	$1,003.55

	Subtotal for Cost Center **Finance:**	**$1,003.55**
	Vendor Subtotal:	**$1,507.28**
MUNICIPAL CODE CORP.	00326599 SUPPLEMENT PAGES/UPDATING DATA	$742.08
	Subtotal for Cost Center **City Attorney:**	**$742.08**
	00326599 SUPPLEMENT PAGES/UPDATING DATA	$212.04
	Subtotal for Cost Center **City Manager:**	**$212.04**
	00326599 SUPPLEMENT PAGES/UPDATING DATA	$106.02
	Subtotal for Cost Center **Engineering:**	**$106.02**
	00326599 SUPPLEMENT PAGES/UPDATING DATA	$106.02
	Subtotal for Cost Center **Planning:**	**$106.02**
	00326599 SUPPLEMENT PAGES/UPDATING DATA	$106.02
	Subtotal for Cost Center **Police:**	**$106.02**
	00326599 SUPPLEMENT PAGES/UPDATING DATA	$106.02
	Subtotal for Cost Center **Refuse Collection:**	**$106.02**
	00326599 SUPPLEMENT PAGES/UPDATING DATA	$106.02
	Subtotal for Cost Center **Water:**	**$106.02**
	Vendor Subtotal:	**$1,484.22**
NALCO CHEMICAL CO.	67914459 FERROUS CHLORIDE	$16,783.20
	67914460 FERROUS CHLORIDE	$16,797.60
	Subtotal for Cost Center **Waste Water:**	**$33,580.80**
	Vendor Subtotal:	**$33,580.80**
NAPA AUTO PARTS CORP.	RIN0029515 CONSUMABLES	$1,685.94
	RIN0029515 BUILDING SUPPLIES	$73.45
	RIN0029515 SMALL TOOLS	$150.98
	RIN0029515 FEB 19 VEHICLE SUPPLIES	$74,655.68
	RIN0029515 MAR 19 VEHICLE SUPPLIES	$73,771.18
	RIN0029515 FEB 19 IBS EXPENSE CHRG	$11,783.51
	RIN0029515 MAR 19 IBS EXPENSE CHRG	$11,593.72

	Subtotal for Cost Center **Fleet Maintenance:**	**$173,714.46**
	Vendor Subtotal:	**$173,714.46**
NATIONAL BENEFIT SERVICES	699497 PLAN ADMIN FEE APRIL 19	$414.80
	Subtotal for Cost Center **Health Insurance:**	**$414.80**
	Vendor Subtotal:	**$414.80**
NATL ALLIANCE FOR DRUG ENDANGERED CHILDREN	RIN0029562 CORE DEC AWARENESS 2 SESSIONS	$1,102.14
	Subtotal for Cost Center **Police Grants:**	**$1,102.14**
	Vendor Subtotal:	**$1,102.14**
NATRONA COUNTY - HALL OF JUSTICE EXPENSES	RIN0029558 NOVEMBER 2018 HOJ RENT	$1,312.66
	RIN0029555 MARCH 2019 HOJ RENT	$1,769.44
	RIN0029556 FEBRUARY 2019 HOJ RENT	$2,041.61
	RIN0029557 JANUARY 2019 HOJ RENT	$1,367.32
	RIN0029559 OCTOBER 2018 HOJ RENT	$2,933.87
	RIN0029560 DECEMBER 2008 HOJ RENT	$1,477.11
	Subtotal for Cost Center **Municipal Court:**	**$10,902.01**
	Vendor Subtotal:	**$10,902.01**
NATRONA COUNTY HEALTH DEPT.	RIN0029590 PLAN REVIEW FEE	$200.00
	Subtotal for Cost Center **Aquatics:**	**$200.00**
	0026151-IN TAX REV APRIL 2019	$45,000.00
	Subtotal for Cost Center **Social Community Services:**	**$45,000.00**
	Vendor Subtotal:	**$45,200.00**
NELSON/NYGAARD CONSULTING ASSOCIATES, INC.	74491 MOP 18-02 LONG RANGE	$1,115.76
	74491 MOP 18-02 LONG RANGE	$10,616.72
	74719 MOP 18-02 LONG RANGE	$4,755.70
	74719 MOP 18-02 LONG RANGE	$45,251.64
	74949 MOP 18-02 LONG RANGE	$900.13
	74949 MOP 18-02 LONG RANGE	$8,564.94

	Subtotal for Cost Center **Metropolitan Planning:**	**$71,204.89**
	Vendor Subtotal:	**$71,204.89**
OLSON AUTOBODY & COLLISION CENTER	9558 CLAIM NO. 2042CA	$713.30
	Subtotal for Cost Center **Fleet Maintenance:**	**$713.30**
	Vendor Subtotal:	**$713.30**
ONE CALL OF WY.	51887 APRIL TICKETS	$304.76
	Subtotal for Cost Center **Sewer:**	**$304.76**
	51887 APRIL TICKETS	$372.49
	Subtotal for Cost Center **Water:**	**$372.49**
	Vendor Subtotal:	**$677.25**
PATTI COLEMAN	RIN0029524 DEPOSIT REFUND	$20.00
	Subtotal for Cost Center **Finance:**	**$20.00**
	RIN0029524 DEPOSIT REFUND	$200.00
	Subtotal for Cost Center **General:**	**$200.00**
	Vendor Subtotal:	**$220.00**
P-CARD VENDORS	00085548 OTC BRANDS, INC. - Purchase	$151.16
	00087486 BAILEYS ACE HDWE - Purchase	$11.77
	00087592 FAIRFIELD INN & SUITES - Purch	$168.00
	00087613 HAWKINS INC - Purchase	$1,756.08
	00087614 BAILEYS ACE HDWE - Purchase	$6.59
	00087622 HAWKINS INC - Purchase	$945.76
	00087729 CASPER WINNELSON CO - Purchase	$51.24
	00087755 BAILEYS ACE HDWE - Purchase	$14.34
	00087791 SHERWIN WILLIAMS 70343 - Purch	$38.31
	00087839 AMZN Mktp US MZ8XD97E0 - Purch	$33.71
	00087839 AMZN Mktp US MZ8XD97E0 - Purch	$17.85
	00087983 SAMS CLUB #6425 - Purchase	$29.83
	00087983 SAMS CLUB #6425 - Purchase	$11.93
	Subtotal for Cost Center **Aquatics:**	**$3,236.57**

00087573 source office	$7.95
00087573 SOURCE OFFICE - VITAL - Purcha	$102.90
00087721 MENARDS CASPER WY - Purchase	$213.31
00087734 COCA COLA BOTTLING CO - Purcha	$23.25
00087788 MENARDS CASPER WY - Credit	-$199.99
00087805 FACEBK YBFJYKJJH2 - Purchase	$58.70
00087538 MENARDS CASPER WY - Purchase	$515.45
00087545 WYOMING STEEL, RECYC - Purchas	$37.50
00087549 THE HOME DEPOT 6001 - Purchase	$81.68
00087569 SHERWIN WILLIAMS 70343 - Purch	$209.35
00087593 SQ SQ VENTURE TECHNO - Purch	$217.95
00087602 MENARDS CASPER WY - Purchase	$30.00
00087629 AIRGAS CENTRAL - Purchase	$13.62
00087639 MENARDS CASPER WY - Purchase	$67.73
00087644 OREILLY AUTO #2746 - Purchase	$97.96
00087645 AIRGAS CENTRAL - Purchase	$61.29
00087662 SUTHERLANDS 2219 - Purchase	$3.29
00087668 AIRGAS CENTRAL - Purchase	$230.24
00087679 VEOLIA ENVIRONMENTAL - Purchas	$8,002.85
00087686 WYOMING STEEL, RECYC - Purchas	$41.40
00087689 BAILEYS ACE HDWE - Purchase	$20.94
00087690 RODOLPH BROTHERS INC - Purchas	$694.50
00087694 AIRGAS CENTRAL - Purchase	$380.00
00087696 BAILEYS ACE HDWE - Purchase	$35.62
00087701 THE HOME DEPOT #6001 - Purchas	$4.28
00087708 AIRGAS CENTRAL - Purchase	$6.81
Subtotal for Cost Center **Balefill:**	**$10,958.58**
00086062 CRESCENT ELECTRIC 103 - Purcha	$1,145.93
00086204 CRAFTSMAN BOOK COMPANY - Purch	$91.81
00086206 CASPER WINNELSON CO - Purchase	$74.97
00086340 THE HOME DEPOT 6001 - Purchase	$463.03
00086907 WOODWORKERS SUPPLY, I - Purcha	$1.68
00086909 IMLSS COLORADO - Purchase	$909.51
00086932 DENNIS SUPPLY COMPANY - Purcha	$23.30
00086955 WOODWORKERS SUPPLY, I - Purcha	$20.80
00086992 NORCO INC - Purchase	$22.92
00086994 WOODWORKERS SUPPLY, I - Purcha	$4.08
00087032 CRESCENT ELECTRIC 103 - Purcha	$37.36
00087033 NORCO INC - Purchase	$150.27
00087042 CASPER WINNELSON CO - Purchase	$1,465.68
00087045 THE HOME DEPOT #6001 - Credit	-$22.05

00087058 CRESCENT ELECTRIC 103 - Purcha	$44.29
00087084 ACTION GLASS INC. - Purchase	$269.17
00087086 NORCO INC - Purchase	$42.79
00087104 CRESCENT ELECTRIC 103 - Purcha	$28.01
00087151 BAILEYS ACE HDWE - Purchase	$5.99
00087158 STAPLES 00114181 - Purch	$7.76
00087181 CASPER WINNELSON CO - Purchase	$471.02
00087182 CASPER WINNELSON CO - Purchase	$149.87
00087192 BLOEDORN LUMBER CASPER - Purch	$215.26
00087209 DIAMOND VOGEL PAINT #7 - Purch	$45.66
00087212 GRAINGER - Purchase	$8.89
00087223 GRAINGER - Purchase	$135.25
00087224 RMI WYOMING INC - Purchase	$54.84
00087225 WAL-MART #1617 - Purchase	$49.85
00087229 SAMS CLUB #6425 - Purchase	$178.38
00087253 BAILEYS ACE HDWE - Purchase	$16.57
00087260 PARTSWAREHOUSE.COM - Purchase	$19.97
00087263 SHERWIN WILLIAMS 70343 - Purch	$40.08
00087271 SHERWIN-WILLIAMS 70896 - Purch	$255.00
00087297 CASPER WINNELSON CO - Purchase	$82.45
00087312 WAL-MART #1617 - Credit	-$49.70
00087313 NORCO INC - Purchase	$103.32
00087327 HERCULES INDUSTRIES CA - Purch	$20.99
00087329 DENNIS SUPPLY COMPANY - Purcha	$7.50
00087332 CASPER WINNELSON CO - Purchase	$68.52
00087345 CASPER WINNELSON CO - Purchase	$28.82
00087348 ARCHITECTURALGLAZINGCO - Purch	$150.04
00087354 CASPER WINNELSON CO - Purchase	$44.68
00087358 ARCHITECTURALGLAZINGCO - Purch	$229.00
00087369 CASPER WINNELSON CO - Purchase	$66.64
00087371 CRUM ELECTRIC SUPPLY C - Purch	$140.00
00087374 DENNIS SUPPLY COMPANY - Purcha	$706.29
00087416 SHEET METAL SPECIALTIE - Purch	$76.48
00087435 BLOEDORN LUMBER CASPER - Purch	$39.18
00087440 SHERWIN-WILLIAMS 70896 - Purch	$43.60
00087391 MARTIN-RAY LAUNDRY SYS - Purch	$18.31
00087404 REXEL 3212 - Purchase	$40.80
00087412 GEORGE T SANDERS 20 - Purchase	$63.33
00087479 REXEL 3212 - Purchase	$62.06
00087504 NORCO INC - Purchase	$232.68
00087510 BAILEYS ACE HDWE - Purchase	$3.99
00087516 CRESCENT ELECTRIC 103 - Purcha	$199.54
00087630 BAILEYS ACE HDWE - Purchase	$6.28

00087714 BLOEDORN LUMBER CASPER - Purch	$8.58
00087727 BLOEDORN LUMBER CASPER - Purch	$15.29
00087759 CPU IIT - Purchase	$29.99
00087771 ARCHITECTURALGLAZINGCO - Purch	$30.48
00087779 DENNIS SUPPLY COMPANY - Purcha	$5,166.00
00087785 DENNIS SUPPLY COMPANY - Purcha	$1,722.00
00087798 SHEET METAL SPECIALTIE - Purch	$181.88
00087831 BLOEDORN LUMBER CASPER - Purch	$25.63
00087867 DENNIS SUPPLY COMPANY - Purcha	$30.75
00087902 DENNIS SUPPLY COMPANY - Purcha	$36.72
00087916 WAL-MART #1617 - Purchase	$32.25
00087921 DENNIS SUPPLY COMPANY - Purcha	$6.22
00087925 SAMS CLUB #6425 - Purchase	$93.82
00087932 SAMS CLUB #6425 - Purchase	$33.94
00087960 NORCO INC - Purchase	$14.49
00087961 DIAMOND VOGEL PAINT #7 - Purch	$36.89
00087967 NORCO INC - Purchase	$46.92
00087973 BLOEDORN LUMBER CASPER - Purch	$6.53
00087981 DENNIS SUPPLY COMPANY - Purcha	$77.64
Subtotal for Cost Center **Buildings & Structures:**	**$16,408.76**
00087703 CONOCO - MAXS CONOCO - Purchas	$19.12
00087703 CONOCO - MAXS CONOCO - Purchas	$19.12
00087706 BIG D #48 - Purchase	$9.86
00087706 BIG D #48 - Purchase	$9.85
Subtotal for Cost Center **C.A.T.C.:**	**$57.95**
00087869 SQU SQ HOFFMAN MONUME - Purch	$116.44
00087883 AM LEONARD - Purchase	$254.96
00087436 CPS DISTINCCASPER2530 - Purcha	$150.00
00087458 ALL OUT FIRE EXTINGUIS - Purch	$280.00
00087600 CPS DISTINCCASPER2530 - Purcha	$5.51
00087655 PLOWS DINER - Purchase	$43.00
Subtotal for Cost Center **Cemetery:**	**$849.91**
00087649 STAPLES 00114181 - Purch	$75.52
00087634 ATLAS OFFICE PRODUCTS - Purcha	$33.49
00088026 TOP OFFICE PRODUCTS IN - Purch	$184.89
Subtotal for Cost Center **City Attorney:**	**$293.90**
00086766 NMI NATIONWIDE - Purchase	$50.00
00088224 B & B RUBBER STAMP SHO - Purch	$30.95
Subtotal for Cost Center **City Clerk:**	**$80.95**

00087772 LA COSTA MEXICAN RESTA - Purch	$81.89
00087767 ADOBE CREATIVE CLOUD - Purcha	$39.99
00088003 ADOBE PRODUCTS - Credit	-$2.02
Subtotal for Cost Center **City Manager:**	**$119.86**
00087401 GALLS - Purchase	$188.97
00087858 SQ SQ WCBO - Purcha	$155.00
00086159 INT'L CODE COUNCIL INC - Purch	$209.00
00087971 VZWRLSS MY VZ VB P - Purchase	$49.45
Subtotal for Cost Center **Code Enforcement:**	**$602.42**
00087551 APCO INTERNATIONAL INC - Purch	$514.00
00087817 VZWRLSS IVR VB - Purchase	$123.48
00087870 AT&T 0512212711001 - Purcha	$76.10
00087889 DTV DIRECTV SERVICE - Purchase	$87.99
00087984 GUS GLOBALSTAR USA - Purchase	$183.42
00088007 MEDICAL PRIORITY CONSU - Purch	$196.00
Subtotal for Cost Center **Communications Center:**	**$1,180.99**
00087944 CPU IIT - Purchase	$40.60
00087542 CASPER STAR TRIBUNE - Purchase	$749.40
00087497 CASPER AREA CHAMBER - Purchase	$75.00
Subtotal for Cost Center **Council:**	**$865.00**
00087939 MENARDS CASPER WY - Purchase	$47.95
00087582 VZWRLSS MY VZ VB P - Purchase	$280.07
00087642 HOSE & RUBBER SUPPLY C - Purch	$5.00
00087811 FEDEX 94540254 - Purchase	$280.32
00087971 VZWRLSS MY VZ VB P - Purchase	$24.72
00087995 WYOMING ASSOCIATION OF - Regis	$890.00
Subtotal for Cost Center **Finance:**	**$1,528.06**
00086046 AmeriGas - Purchase	$7,672.27
00086386 EXXONMOBIL 47626544 - Purch	$28.78
00086774 WM SUPERCENTER #1617 - Purchas	$45.02
00086817 SAMSCLUB.COM - Purchase	$328.39
00086823 WM SUPERCENTER #1617 - Purchas	$24.90
00086828 MENARDS CASPER WY - Purchase	$43.94
00087281 WM SUPERCENTER #1617 - Purchas	$17.00
00087334 SAMSCLUB.COM - Purchase	$171.90
00087394 ARCHITECTURALGLAZINGCO - Purch	$1,807.28
00087405 EXXONMOBIL 47626544 - Purch	$39.52

00087444 BAILEYS ACE HDWE - Purchase	$23.96
00087481 YELLOWSTONE GARAGE - Purchase	$76.00
00087584 LETZ'S RADIO SUPPLY - Purchase	$216.44
00087628 RODOLPH BROTHERS INC - Purchas	$139.50
00087633 LOAF N JUG #0130 - Purchase	$18.00
00087651 INT IN JOHNSON, ROBER - Purch	$15.00
00087780 STAPLES 00114181 - Purch	$112.30
00087855 INT IN WORLDWASH LLC - Purcha	$550.00
00088000 ATLAS OFFICE PRODUCTS - Purcha	$50.10
00088018 INT IN WORLDWASH LLC - Purcha	$550.00
00088064 ALBERTSONS #0060 - Purchase	$13.58
00088192 VZWRLSS MY VZ VB P - Purchase	$120.03
00088210 VZWRLSS MY VZ VB P - Purchase	$2,143.66
00088227 COMMUNICATION TECHNOLO - Purch	$141.26
Subtotal for Cost Center **Fire:**	**$14,348.83**
00086399 PARTMASTER - Purchase	$466.97
00086409 PARTMASTER - Purchase	$1,184.77
00086768 SQ SQ EXPRESS OVER H - Purch	$280.00
00087187 GRAY MANUFACTURING CO - Purcha	$4,966.00
00087277 GRAINGER - Purchase	$32.22
00087304 GRAINGER - Purchase	$57.40
00087316 HONNEN EQUIPMENT 04 - Purchase	$385.42
00087322 DECKER AUTO GLASS - Purchase	$299.15
00087338 WYOMING MACHINERY CO - Purchas	$478.36
00087338 WYOMING MACHINERY CO - Purchas	$817.13
00087338 WYOMING MACHINERY CO - Purchas	-$138.48
00087341 DECKER AUTO GLASS - Purchase	$467.60
00087350 DECKER AUTO GLASS - Purchase	$292.35
00087357 HONNEN EQUIPMENT 04 - Purchase	$2,834.56
00087360 DECKER AUTO GLASS - Purchase	$256.04
00087361 DECKER AUTO GLASS - Purchase	$506.43
00087488 SQU SQ MAD TRANSPORTA - Purch	$125.00
00087508 SAFETY KLEEN SYSTEMS B - Purch	$202.92
00087521 RRC COLLISION CENTER - Purchas	$676.60
00087546 COMTRONIX - Purchase	$168.00
00087556 CAPITAL BUSINESS SYSTE - Purch	$39.00
00087572 CASPER FORD LINCOLN - Purchase	$2,194.25
00087621 ATLAS OFFICE PRODUCTS - Purcha	$6.53
00087652 CASPER TIRE 0000705 - Purchase	$390.00
00087704 RMI WYOMING INC - Purchase	$221.54
00086366 REEDS AUTOMOTIVE AND C - Purch	$94.50
00087971 VZWRLSS MY VZ VB P - Purchase	$24.72

Subtotal for Cost Center **Fleet Maintenance:**	**$17,328.98**
00087243 BAKER CREEK HEIRLOOM S - Purch	$50.00
00087335 FEDEXOFFICE 00009423 - Purch	$142.50
00087517 CPU IIT - Purchase	$570.00
Subtotal for Cost Center **Fort Caspar:**	**$762.50**
00087399 INGRAM BOOK COMPANY - Purchase	$116.86
00087535 TRISHA WALDRON DESIGNS - Purch	$217.50
00087577 SP CHUGWATER CHILI - Purchas	$114.38
Subtotal for Cost Center **General - Fort Caspar:**	**$448.74**
00087886 GARY MARSH - Purchase	$66.00
00087676 HOMEDEPOT.COM - Purchase	$137.42
00087750 MOUNTAIN WEST TECHNOLO - Purch	$49.95
00087816 THE HOME DEPOT #6001 - Purchas	$35.96
00087946 GOLF COURSE - Purchase	$90.00
00087196 CPU IIT - Purchase	$950.40
00087328 CRESCENT ELECTRIC 103 - Credit	-$0.25
00087591 CHARTER COMM - Purchase	$148.67
00087615 STAPLES 00114181 - Purch	$104.98
00087459 VZWRLSS IVR VB - Purchase	$80.02
00087368 CRESCENT ELECTRIC 103 - Purcha	$74.34
00087422 BAILEYS ACE HDWE - Purchase	$11.99
00087505 CRUM ELECTRIC SUPPLY C - Purch	$115.79
00087548 MIDLAND IMPLEMENT CO - Purchas	$429.05
00087548 MIDLAND IMPLEMENT CO - Purchas	$160.00
00087561 MIDLAND IMPLEMENT CO - Purchas	$723.22
00087575 CRUM ELECTRIC SUPPLY C - Purch	$92.28
00087586 CRUM ELECTRIC SUPPLY C - Purch	$46.14
00087691 TRI-TECHNICAL SYSTEMS - Purcha	$125.00
Subtotal for Cost Center **Golf Course:**	**$3,440.96**
00087241 BEARING BELTCHAIN00244 - Purch	$3,904.50
00087570 TOWNSQ MEDIA CASPER - Purchase	$498.00
00087201 SQ SQ GLOBAL SPECTRU - Purch	$2,640.00
00087269 HAIDS PLUMBING AND HEA - Purch	$3,413.59
00087311 HAIDS PLUMBING AND HEA - Purch	$2,058.43
00087372 WESTERN STATES FIRE PR - Purch	$805.00
Subtotal for Cost Center **Hogadon:**	**$13,319.52**
00086073 SQU SQ FROSTED TOPS G - Purch	$24.00
00086995 USPS PO 5715580945 - Purchase	$6.85

00087296 DOUGH ENTERPRISES LLC - Purcha	$11.00
00087324 SQ SQ PEDEN'S INC. - Purchas	$30.00
00087409 ATLAS OFFICE PRODUCTS - Purcha	$14.26
00087427 ATLAS OFFICE PRODUCTS - Purcha	$41.75
00087492 WOODY CREEK BAKERY & C - Purch	$11.02
00087514 UNITED 01626037684445 - Pur	$30.00
00087558 TAXI SVC LAS VEGAS - Purchase	$32.96
00087683 ARIA - FRONT DESK - Purchase	$472.80
00087752 UNITED 01626042734131 - Pur	$30.00
00087835 DOUGH ENTERPRISES LLC - Purcha	$10.00
00087616 ARIA-F&B-BURGER LOUNGE - Purch	$26.32
Subtotal for Cost Center **Human Resources:**	**$740.96**
00087251 SAMS CLUB #6425 - Purchase	$27.46
00087407 BECKER ARENA PRODUCTS - Purcha	$358.46
00087604 ALBERTSONS #0062 - Purchase	$12.45
00087636 SAMS CLUB #6425 - Purchase	$90.54
00087641 AGRICULTURE DEPARTMENT - Purch	$50.00
00087685 AMZN MKTP US MZ1Q69BN2 - Purch	$111.32
00087698 SAMS CLUB #6425 - Purchase	$36.84
00087736 CASPER RECREATIONAL LE - Purch	$545.00
00087839 AMZN Mktp US MZ8XD97E0 - Purch	$33.71
00087923 DLX FOR BUSINESS - Purchase	$150.71
00087778 FARMER BROTHERS COFFEE - Purch	$221.00
00087891 VISTAR ROCKY MOUNTAIN - Purcha	$137.57
00087983 SAMS CLUB #6425 - Purchase	$38.78
Subtotal for Cost Center **Ice Arena:**	**$1,813.84**
00087529 DEPARTMENT OF FIRE PRE - Purch	$50.00
00087680 CPU IIT - Purchase	$289.99
00087742 WAL-MART #1617 - Purchase	$59.98
00088010 ATLAS OFFICE PRODUCTS - Purcha	$534.18
00088040 SAMSCLUB #6425 - Purchase	$110.16
00088079 E 470 EXPRESS TOLLS - Purchase	$9.30
Subtotal for Cost Center **Information Services:**	**$1,053.61**
00087355 WYOMING STATE BOARD OF - Purch	$82.00
00087914 CASPER ANIMAL MEDICAL - Purcha	$132.92
00087924 WESTSIDE ANIMAL HOSPIT - Purch	$34.99
00087931 COCA COLA BOTTLING CO - Purcha	$15.00
00087953 ALL CREATURES VETERINA - Purch	$39.30
00088004 WESTSIDE ANIMAL HOSPIT - Purch	$230.00
00087472 ULINE SHIP SUPPLIES - Purcha	$124.41

00087477 4IMPRINT - Purchase	$214.66
00087493 DISPLAYS2GO - Purchase	$220.64
00087540 PETSMART #3082 - Purchase	$39.98
00087550 COCA COLA BOTTLING CO - Purcha	$38.25
00087590 MENARDS CASPER WY - Purchase	$28.45
00087598 WESTSIDE ANIMAL HOSPIT - Purch	$265.96
00087624 STAPLES DIRECT - Purchase	$1,205.87
00087678 OTC BRANDS, INC. - Purchase	$453.82
00087751 NOLAND FEED - Purchase	$664.92
00087754 STAPLES 00114181 - Purch	$62.99
00088103 CHALLENGE COINS LTD - Purchase	$386.00
00088199 AMERICANFLAGSCOM AMERI - Purch	$171.44
00088222 OTC BRANDS, INC. - Purchase	$220.38
Subtotal for Cost Center **Metro Animal:**	**$4,631.98**
00084040 STAPLES 00114181 - Purch	$39.95
00084408 INT IN POWDER RIVER S - Purch	$21.00
00084693 USU EVENT SERVICES - Purchase	$595.00
00085487 INT IN POWDER RIVER S - Purch	$21.00
00086130 STAPLES 00114181 - Purch	$75.94
00086818 INT IN POWDER RIVER S - Purch	$21.00
00086867 MOUNTAIN STATES LITHOG - Purch	$167.46
00086888 TOP OFFICE PRODUCTS IN - Purch	$235.59
00078989 ATLAS OFFICE PRODUCTS - Purcha	$59.21
00082724 AMZN Mktp US - Credit	-$11.25
00084746 4TE DEWITT WATER SYSTE - Purch	$89.50
00085706 CANYONS RESERVATIONS - Purchas	$119.00
00085862 4TE DEWITT WATER SYSTE - Purch	$43.10
00086011 STAPLES 00114181 - Purch	$47.72
00086193 MACYS CASPER - Purchase	$99.80
00086275 THE HOME DEPOT 6001 - Purchase	$87.36
00086440 STAPLES 00114181 - Purch	$102.66
00087563 QDOBA 2791 - Purchase	$55.00
00087810 OUTPOSTJH.COM - Purchase	$703.20
00087909 FEDEXOFFICE 00009423 - Purch	$16.32
00087957 STAPLES 00114181 - Purch	$100.73
00088005 ATLAS OFFICE PRODUCTS - Purcha	$631.46
00088085 BUBBAS BAR-B-QUE - Purchase	$92.00
00088181 BUBBAS BAR-B-QUE - Purchase	$49.00
Subtotal for Cost Center **Municipal Court:**	**$3,461.75**
00087733 AGEX BOOKSTORE - Purchase	$216.07
Subtotal for Cost Center **Natl Rec & Park Grant:**	**$216.07**

00086911 SQU SQ WYATT ELECTRIC - Purch	$77.63
00087874 DBC IRRIGATION SUPPLY - Purcha	$1,627.99
00087936 TEST GAUGE & BACKFLOW - Purcha	$111.02
00087937 BLOEDORN LUMBER CASPER - Purch	$40.91
00087502 CPS DISTINCCASPER2530 - Purcha	$660.00
00087531 BAILEYS ACE HDWE - Purchase	$33.98
00087536 SUTHERLANDS 2219 - Purchase	$498.20
00087603 BAILEYS ACE HDWE - Purchase	$39.96
00087646 CPS DISTINCCASPER2530 - Purcha	$26.83
00087067 TETON STEEL - Purchase	$63.00
00087180 TETON STEEL - Purchase	$208.95
00087454 TETON STEEL - Credit	-$9.95
00087732 CASPER STAR TRIBUNE - Purchase	$143.44
00087460 MOUNTAIN STATES LITHOG - Purch	$51.30
00087665 AMBI MAIL AND MARKETIN - Purch	$37.93
00087666 FEDEXOFFICE 00009423 - Purch	$15.99
00087695 71 SOIL AND STONE - Purchase	$330.00
00087718 CPS DISTINCCASPER2530 - Purcha	$66.26
00087763 BLOEDORN LUMBER CASPER - Purch	$11.22
00087796 MIRACLE RECREATION - Purchase	$241.00
00087802 CPS DISTINCCASPER2530 - Purcha	$78.15
00087812 GREENDEALER COM - Purchase	$122.76
00087826 CASPER FIRE EXTINGUISH - Purch	$629.72
00087971 VZWRLSS MY VZ VB P - Purchase	$153.37
00087503 DIAMOND VOGEL PAINT #7 - Purch	$14.31
Subtotal for Cost Center **Parks:**	**$5,273.97**
00087722 CASPER STAR TRIBUNE - Purchase	$761.20
00087982 HAMPTON INNS - Purchase	$152.10
00088118 URBAN LAND INSTITUTE - Purchas	$950.00
00088284 SQU SQ THE FLOUR BIN - Purcha	$33.75
Subtotal for Cost Center **Planning:**	**$1,897.05**
00082263 WM SUPERCENTER #3778 - Purchas	$19.92
00086424 DUNKIN #353573 - Purchase	$6.96
00086446 SMASHBURGER #1580 - Purchase	$14.38
00086458 UBER TRIP - Purchase	$17.08
00086461 TST EL TACO LUCHADOR - Purcha	$11.14
00086478 SMASHBURGER #1580 - Purchase	$11.20
00086480 UNITED 01626016473421 - Pur	$30.00
00086499 POTBELLY #504 - Purchase	$12.93
00086599 SMASHBURGER #1580 - Purchase	$15.54

00086642 UBER TRIP - Purchase	$12.08
00086691 UNITED 01626020889710 - Pur	$30.00
00086704 TINSLEY FAMILY CON - Purchase	$19.00
00087141 WM SUPERCENTER #1617 - Purchas	$6.68
00087528 HON ASI GUN HBF PAO MA - Purch	$370.71
00087712 R & R REST STOPS - Purchase	$156.92
00087728 CPU IIT - Purchase	$49.80
00087760 E&F HOLDING CO. - Purchase	$150.00
00087487 VOSS SIGNS - Purchase	$610.00
00086778 NUDO - Purchase	$14.97
00086804 SQU SQ BULL DOG TAXI - Purcha	$37.14
00086832 DELTA 00682992668503 - Pur	$30.00
00086846 GORDON BIERSCH - 28 - Purchase	$15.50
00086863 TOMATO STREET AT THE F - Purch	$34.42
00086868 JACK IN THE BOX 8461 - Purchas	$7.28
00086890 TACO BELL #3729 - Purchase	$9.57
00086905 24 TAPS BAR & GRILL - Purchase	$30.66
00086964 SUBWAY 00567792 - Purch	$5.72
00086983 COCHINITO TAQUERIA - Purchase	$15.16
00086984 MANCHU WOK ON IB - 37 - Purcha	$8.85
00087013 DELTA 00682997005935 - Pur	$30.00
00087015 DOMINO'S 6042 - Purchase	$73.68
00087035 VINTAGE WASHINGTON GEG - Purch	$30.52
00087078 SUBWAY 00567792 - Purch	$8.98
00087310 COMMUNITY BRANDS - Purchase	$200.00
00087315 COMMUNITY BRANDS - Purchase	$100.00
00087356 PAYPAL POLICE JOBS - Purchase	$80.00
00087392 COMMUNITY BRANDS - Purchase	$200.00
00087448 YPS HOMEAWAY HA-V94V72 - Credi	-$250.00
00087845 COMMUNITY BRANDS - Purchase	$100.00
00087865 TEMPLEPUBLI - Purchase	$195.00
00087873 PAYPAL POLICE JOBS - Purchase	$80.00
00087512 MONSTER WORLDWIDE I - Purchase	$350.00
00087534 THE DEPOT RESTAURANT - Purchas	$29.66
00087585 EXXONMOBIL 47651294 - Purch	$35.60
00087543 WESTERN WYOMING LOCK & - Purch	$12.36
00087640 AUTOZONE #1294 - Purchase	$47.24
00087711 AUTOZONE #1294 - Purchase	$41.99
00087768 DIAMOND VOGEL PAINT #7 - Purch	$26.09
00087786 SOURCE OFFICE - VITAL - Purcha	$1,711.09
00087804 DRIVEN POWERSPORTS - Credit	-$134.99
00087860 MURDOCHS RANCH &HOME # - Purch	$36.14
00088021 AMAZON.COM MZ6RN5IX2 A - Purch	$14.48

00088035 WYOMING CAMERA - Purchase	$159.99
00088105 MENARDS CASPER WY - Purchase	$48.38
00084800 CHILI'S FOSSIL CREEK - Purchas	$42.26
00085114 7-ELEVEN 27575 - Purchase	$47.54
00086163 LOVE S COUNTRY00002204 - Purch	$48.93
00086752 GALLS - Purchase	$720.75
00086835 FAIRFIELD INN & SUITES - Purch	$95.00
00086848 GALLS - Purchase	$183.09
00086979 THE DAVENPORT TOWER - Purchase	$25.00
00087005 THE DAVENPORT TOWER - Purchase	$541.12
00087202 GALLS - Purchase	$289.92
00087382 BUDGET RENT ACAR TOLLS - Purch	$9.24
00087414 TRAVELOCITY 7394831748 - Credi	-$240.12
00087480 WYOMING STATE BOARD OF - Purch	$82.00
00087661 GALLS - Purchase	$225.45
00087790 SPORTSMANS WAREHOUSE 1 - Purch	$1,769.88
00087821 INT IN JERRY POST, PS - Purch	$400.00
00087833 SHERWIN WILLIAMS 70343 - Purch	$8.13
00087836 AT&T BILL PAYMENT - Purchase	$7,695.17
00087840 DIAMOND VOGEL PAINT #7 - Purch	$99.28
00087841 WM SUPERCENTER #3778 - Purchas	$29.72
00087842 INT IN JERRY POST, PS - Purch	$450.00
00087848 GALLS - Purchase	$28,628.50
00087849 MOUNTAIN STATES LITHOG - Purch	$61.24
00087851 SAFARILAND - Purchase	$1,790.00
00087859 INT IN JERRY POST, PS - Purch	$1,600.00
00087864 OIL CITY HARLEY DAVIDS - Purch	$199.50
00087875 UNIFORMS 2 GEAR - Purchase	$114.99
00087881 HOBBY-LOBBY #0233 - Purchase	$44.88
00087888 GALLS - Purchase	$61.03
00087895 WAL-MART #1617 - Credit	-$24.74
00087897 GALLS - Purchase	$1,198.16
00087908 DIAMOND VOGEL PAINT #7 - Purch	$18.89
00087913 SPORTSMANS WAREHOUSE 1 - Purch	$50.00
00087933 FEDEX 94628031 - Purchase	$21.81
00087934 TLO TRANSUNION - Purchase	$115.60
00087941 BAILEYS ACE HDWE - Purchase	$14.58
00087949 RICOH USA, INC - Purchase	$439.79
00087950 UNIFORMS 2 GEAR - Purchase	$770.98
00087963 SOURCE OFFICE - VITAL - Purcha	$97.09
00087975 UNITED GLASS - Purchase	$192.60
00087978 ACCESSDATA GROUP INC - Purchas	$1,222.76
00087979 PAYPAL CONRADPOLYG - Purchase	$27.50

00087988 MOUNTAIN STATES LITHOG - Purch	$264.98
00088019 MSAB INC - Purchase	$3,250.00
00088050 UW CASHIER OFFICE - Purchase	$31.01
00088054 KUM & GO #964 - Purchase	$32.50
00088060 The Library Sports Gri - Purch	$13.49
00088061 CHILI'S #7221 - Purchase	$15.24
00088065 VZWRLSS IVR VB - Purchase	$622.06
00088068 BAILEYS ACE HDWE - Purchase	$16.95
00088074 SQ SQ VENTURE TECHNO - Purch	$59.25
00088082 CHILI'S #7221 - Purchase	$32.72
00088083 CROWBAR AND GRILL - Purchase	$27.44
00088097 PRISTINE AUTO SOLUTION - Purch	$164.80
00088100 The Library Sports Gri - Purch	$30.81
00088101 THE GREAT AMERICAN GRI - Purch	$11.00
00088106 CPU IIT - Purchase	$177.20
00088138 RESPOND FIRST AID OF W - Purch	$118.88
00088147 TLF KEEFES FLOWERS - Purchase	$67.90
00088163 SOUTHWES 5262473735121 - Purc	$369.96
00088169 MCALISTER'S #1303 - Purchase	$28.42
00088170 MCALISTER'S #1303 - Purchase	$10.58
00088174 E&F HOLDING CO. - Purchase	$135.00
00088175 HILTON GARDEN INN - Purchase	$282.00
00088182 TOPPERS PIZZA - LARAMI - Purch	$38.20
00088190 CERTIFIED BALANCE SE - Purchas	$109.00
00088193 TOPPERS PIZZA - LARAMI - Purch	$13.76
00088200 HILTON GARDEN INN - Purchase	$310.20
00088204 THE GREAT AMERICAN GRI - Purch	$34.50
00088211 LOAF N JUG #0123 - Purchase	$23.72
00088219 TOPPERS PIZZA - LARAMI - Purch	$20.94
00088251 LITTLE CAESARS 1989 00 - Purch	$26.23
00088253 HOLIDAY INN LARAMIE - Purchase	$376.20
00088285 INT IN POWDER RIVER S - Purch	$144.00
00088324 DICKEYS WY-1335 - Purchase	$16.59
00088326 TST WYOMING RIB AND C - Purch	$21.61
00088331 HILTON GARDEN INN - Purchase	$2.00
00088344 DICKEYS WY-1335 - Purchase	$13.59
Subtotal for Cost Center **Police:**	**$61,060.07**
00087379 STARBUCKS LOWER E3 SLC - Purch	$19.88
00087507 GRAND HYATT SAN DIEGO - Purcha	$11.21
00087526 GRAND HYATT SAN DIEGO - Purcha	$6.72
00087532 STARBUCKS STORE 20089 - Purcha	$2.30
00087533 RICHARD WALKERS SD - Purchase	$20.85

00087539 STARBUCKS STORE 20089 - Purcha	$6.90
00087555 DELTA 00682904337205 - Pur	$30.00
00087571 OGAWASHI - Purchase	$19.16
00087574 RICHARD WALKERS SD - Purchase	$40.53
00087576 HARBOR HOUSE RESTAURAN - Purch	$72.36
00087594 CNCIA PARKING - Purchase	$25.00
00087595 TENT CITY - Purchase	$39.48
00087596 SAN CAMDEN T2W - Purchase	$13.99
00087606 STARBUCKS T2 WEST SAN - Purcha	$6.52
00087610 SAN CAMDEN T2W - Purchase	$13.45
00087617 DELTA 00682908632055 - Pur	$30.00
00087618 OLD TOWN MEXICAN CAFE - Purcha	$23.83
00087619 GRAND HYATT SAN DIEGO - Purcha	$6.72
00087620 SAN CAMDEN T2W - Purchase	$16.83
00087623 GRAND HYATT SAN DIEGO - Purcha	$14.29
00087643 GRAND HYATT SAN DIEGO - Purcha	$785.60
00087647 GRAND HYATT SAN DIEGO - Purcha	$12.89
00087659 GRAND HYATT SAN DIEGO - Purcha	$785.60
00087677 GRAND HYATT SAN DIEGO - Purcha	$785.60
00087702 STARBUCKS STORE 20089 - Purcha	$6.40
00087403 UFOOD ON C - 32 - Purchase	$12.80
00087417 MARKET STREET GRIL SLC - Purch	$27.24
00087452 CHEESECAKE HEADQUARTER - Purch	$10.16
00087470 CHEESECAKE HEADQUARTER - Purch	$69.64
00087475 GRAND HYATT SAN DIEGO - Purcha	$4.20
00087490 CHEESECAKE HEADQUARTER - Purch	$19.16
00087911 STAPLES 00114181 - Purch	$13.99
00087387 PIZZA RANCH CASPER - Purchase	$65.94
Subtotal for Cost Center **Police Grants:**	**$3,019.24**
00087052 ALBERTSONS #0060 - Purchase	$15.49
00087280 URGENT CARE OF CASPER - Purcha	$805.00
00087366 USPS PO 5715580945 - Purchase	$25.50
00087393 COMTRONIX - Purchase	$3,864.61
00087568 NATIONALSAFETYCOMPL - Purchase	$1,255.61
00087740 ARCHITECTURALGLAZINGCO - Purch	$1,807.28
00087757 ARCHITECTURALGLAZINGCO - Credi	-$1,807.28
Subtotal for Cost Center **Property & Liability Insurance:**	**$5,966.21**
00087390 AMZN MKTP US MZ8UI6PB0 - Purch	$23.13
00087398 AMZN MKTP US MZ3N75E42 - Purch	$133.98
00087398 AMZN MKTP US MZ3N75E42 - Purch	$48.60
00087611 QUALITY INN & SUITES U - Purch	$154.85

00087774 USPS PO 5715580478 - Purchase	$19.95
00087839 AMZN Mktp US MZ8XD97E0 - Purch	$33.72
00087872 STAPLES 00114181 - Purch	$34.11
00087872 STAPLES 00114181 - Purch	$34.12
00087892 CPS DISTINCCASPER2530 - Purcha	$130.04
00087942 CPU IIT - Purchase	$405.00
00087947 CPS DISTINCCASPER2530 - Purcha	$27.67
00087612 METALDETECTOR - Purchase	$254.92
00087782 NATIONALGYM SUPPLY - Purchase	$267.86
00087807 USPS PO 5715580478 - Purchase	$10.40
00087815 SUTHERLANDS 2219 - Purchase	$50.01
00087834 THE HOME DEPOT #6001 - Purchas	$198.50
00087901 THE HOME DEPOT #6001 - Purchas	$51.28
00087905 WEISSMAN DESIGNS FOR D - Purch	$60.50
00087907 VISION GRAPHICS INC - Purchase	$1,688.98
00087966 THE HOME DEPOT #6001 - Purchas	$11.97
00087983 SAMS CLUB #6425 - Purchase	$38.78
00087990 THE HOME DEPOT #6001 - Credit	-$11.97
00087992 AED SUPERSTORE - Purchase	$330.30
00088008 MENARDS CASPER WY - Purchase	$35.95
00088011 STAPLES 00114181 - Purch	$24.47
00087746 CASPER STAR TRIBUNE - Purchase	$70.28
00087664 CPS DISTINCCASPER2530 - Purcha	$27.00
00086394 UBER TRIP - Purchase	$19.76
00086417 UBER TRIP - Purchase	$15.89
00086429 UBER TRIP - Purchase	$22.35
00086447 UBER TRIP - Purchase	$14.79
00086479 ABI - Purchase	$508.04
00086501 BAILEYS ACE HDWE - Purchase	$79.92
Subtotal for Cost Center **Recreation:**	**$4,815.15**
00087605 MCCOY SALES CORPORATIO - Purch	$333.15
00087627 AIRGAS CENTRAL - Purchase	$180.69
00087635 BEARING BELTCHAIN00244 - Purch	$4.99
00087660 WM SUPERCENTER #1617 - Purchas	$44.77
00087673 CASPER CONTRACTORS SUP - Purch	$182.26
00087692 NORCO INC - Purchase	$471.84
00087699 SHERWIN-WILLIAMS 70896 - Purch	$40.78
00087450 CASPER TIRE 0000705 - Purchase	$35.00
Subtotal for Cost Center **Refuse Collection:**	**$1,293.48**
00087579 NORCO INC - Purchase	$11.66
00087587 BAILEYS ACE HDWE - Purchase	$30.90

00087608 VZWRLSS IVR VB - Purchase	$40.01
00087670 HOSE & RUBBER SUPPLY C - Purch	$10.24
00087738 SAMSCLUB #6425 - Purchase	$135.83
00087792 HARBOR FREIGHT TOOLS 3 - Purch	$25.98
00087819 ALSCO INC. - Purchase	$273.20
00088117 STOTZ EQUIP CASPER 010 - Purch	$204.16
00087971 VZWRLSS MY VZ VB P - Purchase	$24.72
Subtotal for Cost Center **Sewer:**	**$756.70**
00087726 CASPER STAR TRIBUNE - Purchase	$1,063.10
Subtotal for Cost Center **Special Revenue:**	**$1,063.10**
00087631 THE HOME DEPOT #6001 - Purchas	$35.10
00087658 AMBI MAIL AND MARKETIN - Purch	$80.42
00087014 AMZN MKTP US MW7KV1IQ2 - Purch	$27.98
00087338 WYOMING MACHINERY CO - Purchas	-$784.74
00087697 THE HOME DEPOT #6001 - Purchas	$16.14
00087838 THE HOME DEPOT #6001 - Purchas	$78.86
00087852 MENARDS CASPER WY - Purchase	$7.99
00087896 SONNYS RV SALES - Purchase	$163.26
00087948 WAGNER'S OUTDOOR OUTFI - Purch	$393.82
00088012 MENARDS CASPER WY - Purchase	$54.97
00087971 VZWRLSS MY VZ VB P - Purchase	$24.72
Subtotal for Cost Center **Streets:**	**$98.52**
00087581 PURVIS INDUSTRIES 67 - Purchas	$17.28
00087583 HARRINGTON IND PLASTIC - Purch	$214.51
00087632 71 SOIL AND STONE - Purchase	$183.90
00087637 71 SOIL AND STONE - Purchase	$522.30
00087638 CONOCO - HOMAX OIL SAL - Purch	$708.55
00087654 VZWRLSS IVR VB - Purchase	$127.44
00087682 POWER EQUIPMENT CO - Purchase	$1,253.86
00087687 GREEN COVER SEED LLC - Purchas	$24.50
00087693 INT IN CREED COMPANIE - Purch	$2,522.50
00087710 DENVER INDUSTRIAL PUMP - Purch	$272.25
00087723 INT IN NES COMPANY IN - Purch	$3,988.15
00087747 SHEET METAL SPECIALTIE - Purch	$292.50
00087748 I. MILLER PRECISION OP - Purch	$3,210.56
00087764 WEAR PARTS INC - Purchase	$63.00
00087784 BIG D #2 - Purchase	$19.00
00087787 PACE ANALYTICAL SERVIC - Purch	$1,019.00
00087794 SQ SQ VENTURE TECHNO - Purch	$123.92
00087797 HOSE & RUBBER SUPPLY C - Purch	$11.44

00087800 FASTENAL COMPANY01 - Purchase	$20.50
00087801 HONNEN EQUIPMENT 04 - Purchase	$603.32
00087809 WASTECORP PUMPS, LLC - Purchas	$5,806.10
00087818 HOSE & RUBBER SUPPLY C - Credi	-$2.21
00087823 GRAINGER - Purchase	$507.81
00087824 HOSE & RUBBER SUPPLY C - Purch	$5.68
00087829 HONNEN EQUIPMENT 04 - Purchase	$42.20
00087837 ALSCO INC. - Purchase	$569.23
00087843 HOSE & RUBBER SUPPLY C - Purch	$341.78
00087844 WEAR PARTS INC - Purchase	$7.56
00087847 HOSE & RUBBER SUPPLY C - Purch	$2.21
00087868 HONNEN EQUIPMENT 04 - Purchase	$155.52
00087879 HARRINGTON IND PLASTIC - Purch	$196.15
00087929 NORCO INC - Purchase	$27.15
00087954 EXXONMOBIL 48084248 - Purch	$26.60
00087968 RAMKOTA HOTEL AND CONF - Purch	$436.00
00087970 CONOCO - SUNDANCE TRAV - Purch	$25.70
00087999 PURVIS INDUSTRIES 67 - Purchas	$100.30
00088001 NORCO INC - Purchase	$114.49
00088072 CRUM ELECTRIC SUPPLY C - Purch	$98.53
00088090 RMI WYOMING INC - Purchase	$118.00
00086268 TFS FISHER SCI HUS - Purchase	$420.19
00087285 ATLAS OFFICE PRODUCTS - Purcha	$29.50
00087524 PARKSON CORPORATION - Purchase	$919.11
00087552 ATLAS OFFICE PRODUCTS - Purcha	$104.34
00087559 INT IN EDWARDS FIBERG - Purch	$310.00
00087566 HONNEN EQUIPMENT 04 - Purchase	$741.22
00087971 VZWRLSS MY VZ VB P - Purchase	$24.72
Subtotal for Cost Center **Waste Water:**	**$26,326.36**
00087567 ATLAS OFFICE PRODUCTS - Purcha	$36.45
00087609 SQ SQ EXPRESS OVER H - Purch	$75.00
00087650 ATLAS OFFICE PRODUCTS - Purcha	$3.58
00087653 SUTHERLANDS 2219 - Purchase	$66.50
00087671 PIZZA HUT 035955 - Purchase	$59.95
00087717 ENERGY LABORATORIES IN - Purch	$352.00
00087724 BEARING BELTCHAIN00244 - Purch	$95.92
00087743 FASTENAL COMPANY01 - Purchase	$13.37
00087745 ENERGY LABORATORIES IN - Purch	$54.00
00087769 THE HOME DEPOT #6001 - Purchas	$42.28
00087773 AT&T BILL PAYMENT - Purchase	$131.67
00087775 MPI WAREHOUSE CO INC - Purchas	$16.68
00087781 SUTHERLANDS 2219 - Purchase	$49.90

00087828 HOSE & RUBBER SUPPLY C - Purch	$236.39
00087861 BEARING BELTCHAIN00244 - Purch	$86.77
00087876 MSPS - Purchase	$4,211.02
00087893 CRUM ELECTRIC SUPPLY C - Purch	$10.20
00087894 MENARDS CASPER WY - Purchase	$16.13
00087917 ENERGY LABORATORIES IN - Purch	$27.00
00087928 ELECTRIC SERVICE CO - Purchase	$3,296.86
00087935 ENERGY LABORATORIES IN - Purch	$27.00
00087607 GUNNERS METERS - Purchase	$975.00
00087719 CASPER STAR TRIBUNE - Purchase	$96.00
00087719 CASPER STAR TRIBUNE - Purchase	$96.00
00087731 CORE & MAIN LP 518 - Purchase	$6,478.70
00087541 SUTHERLANDS 2219 - Purchase	$20.28
00087560 BAILEYS ACE HDWE - Purchase	$17.16
00087971 VZWRLSS MY VZ VB P - Purchase	$75.88
00087995 WYOMING ASSOCIATION OF - Regis	$60.00
00088051 GRAINGER - Credit	-$14.20
00088066 WATERWORKS IND 2697 - Purchase	$114.30
00088081 WATERWORKS IND 2697 - Purchase	$192.12
00088093 SUTHERLANDS 2219 - Purchase	$13.96
00088104 DANA KEPNER CO. - Purchase	$226.00
00088107 TOP OFFICE PRODUCTS IN - Purch	$172.75
00088129 BEARING BELTCHAIN00244 - Purch	$20.98
00088132 MENARDS CASPER WY - Purchase	$12.98
00088139 HOWARD SUPPLY COMPANY - Purcha	$135.49
00088153 DANA KEPNER CO. - Purchase	$1,149.18
00088154 INBERG-MILLER ENGINEER - Purch	$117.00
00088158 WYOMING STEEL, RECYC - Purchas	$376.58
Subtotal for Cost Center **Water:**	**$19,244.83**
00087672 INTERMOUNTAIN MOTOR SA - Purch	$703.89
00087705 SUTHERLANDS 2219 - Purchase	$62.61
00087866 ALSCO INC. - Purchase	$127.62
00087898 BAVCO - Purchase	$140.90
00087952 WESTERN STATES FIRE PR - Purch	$340.00
00088016 BAILEYS ACE HDWE - Purchase	$2.79
00088017 ROCKY MOUNTAIN AIR SOL - Purch	$3,633.72
00088023 XEROX CORPORATION/RBO - Purcha	$224.82
00088038 EUROFINS EATON ANALYTI - Purch	$100.00
00088043 UPS 0000008F045W189 - Purchase	$130.12
00088086 COASTAL CHEMICAL CO LL - Purch	$32.14
00088102 ROCKY MOUNTAIN AIR SOL - Purch	$2,906.14
00087468 ENERGY LABORATORIES IN - Purch	$231.00

	00087478 CASPER CONTRACTORS SUP - Purch	$997.12
	00087489 HORIZON CABLE SVC-CASP - Purch	$600.00
	00087496 CASPER CONTRACTORS SUP - Purch	$58.02
	00087515 ENERGY LABORATORIES IN - Purch	$2,722.00
	00087525 MOUNTAIN SPORTS - Purchase	$21.90
	00087537 FEDEX 94245437 - Purchase	$62.10
	00087547 SUTHERLANDS 2219 - Purchase	$39.98
	00087557 DIAMOND VOGEL PAINT #7 - Purch	$48.80
	00087971 VZWRLSS MY VZ VB P - Purchase	$24.72
	00088203 ENERGY LABORATORIES IN - Purch	$22.00
	00088207 ENERGY LABORATORIES IN - Purch	$620.00
	00088208 BEARING BELTCHAIN00244 - Purch	$32.98
	00088226 ENERGY LABORATORIES IN - Purch	$37.00
	Subtotal for Cost Center **Water Treatment Plant:**	**$13,922.37**
	00087827 SMARTSIGN - Purchase	$77.12
	00087043 0970 CED - Purchase	$7.98
	00087513 BAILEYS ACE HDWE - Purchase	$19.99
	00087562 INDUSTRIAL DISTRIBUTOR - Purch	$44.97
	00087746 CASPER STAR TRIBUNE - Purchase	$70.28
	00086917 CPS DISTINCCASPER2530 - Purcha	$10.27
	00086933 BAILEYS ACE HDWE - Purchase	$13.98
	00086935 SAMSCLUB #6425 - Purchase	$456.92
	00087063 THE HOME DEPOT #6001 - Purchas	$3.64
	00087075 THE HOME DEPOT #6001 - Purchas	$13.94
	00087368 CRESCENT ELECTRIC 103 - Purcha	$20.48
	Subtotal for Cost Center **Weed And Pest:**	**$739.57**
	Vendor Subtotal:	**$243,227.31**
PEPPER TANK & CONTRACTING	93245 5 FLIGHTS	$2,000.00
	Subtotal for Cost Center **Waste Water:**	**$2,000.00**
	Vendor Subtotal:	**$2,000.00**
PEPSI COLA OF CASPER	2199065074 CONCESSIONS	$182.14
	Subtotal for Cost Center **Ice Arena:**	**$182.14**
	Vendor Subtotal:	**$182.14**

POSTAL PROS SOUTHWEST INC	6090 UTILITY BILLING 04/01-04/07	$2,558.15
	Subtotal for Cost Center **Finance:**	**$2,558.15**
	Vendor Subtotal:	**$2,558.15**
PRESERVATION SOLUTIONS	233 RESEARCH/DRAFT PRERSERV PLAN	$6,500.00
	Subtotal for Cost Center **Planning:**	**$6,500.00**
	Vendor Subtotal:	**$6,500.00**
PUBLIC TECHNOLOGY, INC.	20593230 RECERTIFICATION CGCIO/CGTL PRG	$250.00
	Subtotal for Cost Center **Information Services:**	**$250.00**
	Vendor Subtotal:	**$250.00**
ROCKY MOUNTAIN POWER	AP000149043019 ELECTRICITY	$4,588.72
	AP000169050319 ELECTRICITY	$473.92
	Subtotal for Cost Center **Aquatics:**	**$5,062.64**
	RIN0029564 PWR GAS SYSTM CLOSED BALEFILL	$479.18
	AP000167050619 ELECTRIC SERVICE	$12,406.06
	Subtotal for Cost Center **Balefill:**	**$12,885.24**
	AP000150050119 ELECTRICITY	$130.72
	Subtotal for Cost Center **Cemetery:**	**$130.72**
	AP000151043019 ELECTRICTY	$2,711.47
	AP000151043019 ELECTRICTY	$918.45
	AP000151043019 ELECTRICTY	$37.00
	AP000151043019 ELECTRICTY	$1,002.87
	Subtotal for Cost Center **City Hall:**	**$4,669.79**
	AP000245042919 ELECTRICITY	$235.03
	Subtotal for Cost Center **Communications Center:**	**$235.03**
	AP000240043019 ELECTRICITY	$848.07
	Subtotal for Cost Center **Fire:**	**$848.07**
	AP000154050119 ELECTRICITY	$3,115.48
	Subtotal for Cost Center **Fleet Maintenance:**	**$3,115.48**

AP000156043019 ELECTRICITY	$422.00
Subtotal for Cost Center **Fort Caspar:**	**$422.00**
AP000157043019 ELECTRICITY	$4,010.11
Subtotal for Cost Center **Golf Course:**	**$4,010.11**
AP000235042919 ELECTRICITY	$4,254.17
Subtotal for Cost Center **Hogadon:**	**$4,254.17**
AP000159043019 ELECTRICITY	$5,362.11
Subtotal for Cost Center **Ice Arena:**	**$5,362.11**
AP000160050119 ELECTRICITY	$828.21
Subtotal for Cost Center **Metro Animal:**	**$828.21**
AP000244042619 ELECTRICITY	$88.71
AP000161050619 ELECTRICITY	$4,432.36
AP000236050919 ELECTRICITY	$59.22
AP000180050119 ELECTRICITY	$2,767.36
AP000181050619 ELECTRIC SERVICE	$3,684.60
Subtotal for Cost Center **Parks:**	**$11,032.25**
AP000162050119 ELECTRICITY	$39.51
Subtotal for Cost Center **Police:**	**$39.51**
AP000152043019 ELECTRICITY	$3,933.59
Subtotal for Cost Center **Recreation:**	**$3,933.59**
AP000239042919 ELECTRICITY	$59.32
AP000163050119 ELECTRICITY	$451.20
Subtotal for Cost Center **Sewer:**	**$510.52**
AP000241050119 ELECTRICITY	$82.86
AP000164050119 ELECTRICITY	$46,199.10
AP000170050619 ELECTRIC SERVICE	$67.49
Subtotal for Cost Center **Streets:**	**$46,349.45**
AP000242041919 ELECTRICITY	$195.15
AP000166050119 ELECTRICITY	$22,305.81
Subtotal for Cost Center **Waste Water:**	**$22,500.96**
AP000165050319 ELECTRIC SERVICE	$18,938.70

	AP000243050619 ELECTRIC SERVICE	$467.34
	Subtotal for Cost Center **Water:**	**$19,406.04**
	Vendor Subtotal:	**$145,595.89**
ROSALIND JACKSON	RIN0029545 UTILITY REFUND	$93.30
	Subtotal for Cost Center **Water:**	**$93.30**
	Vendor Subtotal:	**$93.30**
ROZMARING CZABAN	1222 ART FOR TRAFFIC BOX	$200.00
	Subtotal for Cost Center **Parks:**	**$200.00**
	Vendor Subtotal:	**$200.00**
RUBBERCYCLE LLC	77900 PLAYSAFER RUBBER MULCH	$10,900.00
	Subtotal for Cost Center **Parks:**	**$10,900.00**
	Vendor Subtotal:	**$10,900.00**
SCHWENDEMANN, JUSTIN	0033111986 UTILITY REFUND	$43.22
	Subtotal for Cost Center **Water:**	**$43.22**
	Vendor Subtotal:	**$43.22**
SHELL, MATTHEW	0033111989 UTILITY REFUND	$18.02
	Subtotal for Cost Center **Water:**	**$18.02**
	Vendor Subtotal:	**$18.02**
SKYLINE RANCHES	RIN0029541 MONTHLY RETAIL SEWER REVENUE	$976.46
	RIN0029541 ADMIN FEE 10%	-$97.64
	Subtotal for Cost Center **Sewer:**	**$878.82**
	RIN0029541 PAYMENT 201 SEWER MARCH 2019	-$384.20
	Subtotal for Cost Center **Waste Water:**	**-$384.20**

	Vendor Subtotal:	**$494.62**
SMARSH, INC	INV00500461 ARCHIVING SVCS INV00500461	$1,810.50
	Subtotal for Cost Center **Finance:**	**$1,810.50**
	Vendor Subtotal:	**$1,810.50**
STATE OF WY - DCI	RIN0029561 BACKGROUND CHECKS	$120.00
	Subtotal for Cost Center **Fire:**	**$120.00**
	Vendor Subtotal:	**$120.00**
STATE OF WY. - DEPT. OF REVENUE	RIN0029577A SALES TAX APRIL 2019	$10.79
	Subtotal for Cost Center **Aquatics:**	**$10.79**
	RIN0029577A SALES TAX APRIL 2019	$583.97
	Subtotal for Cost Center **Balefill:**	**$583.97**
	RIN0029577A SALES TAX APRIL 2019	$76.96
	Subtotal for Cost Center **Fort Caspar:**	**$76.96**
	RIN0029577A SALES TAX APRIL 2019	$190.08
	Subtotal for Cost Center **Ice Arena:**	**$190.08**
	RIN0029577A SALES TAX APRIL 2019	$11.19
	Subtotal for Cost Center **Recreation:**	**$11.19**
	Vendor Subtotal:	**$872.99**
STATE OF WY. - NOTARY DIV.	RIN0029521 MOORE NOTARY APPLICATION	$30.00
	Subtotal for Cost Center **Police:**	**$30.00**
	Vendor Subtotal:	**$30.00**
STATELINE NO 7 ARCHITECTS	1799 #19-006 CITY HALL RENOVATIONS	$1,735.00
	Subtotal for Cost Center **Buildings & Structures:**	**$1,735.00**
	1793 CITY HALL RENOVATIONS	$605.00

	Subtotal for Cost Center **Perpetual Care:**	**$605.00**
	Vendor Subtotal:	**$2,340.00**
STEALTH PARTNER GROUP	RIN0029565 MEDICAL STOPLOSS INS MAY 19	$49,556.32
	Subtotal for Cost Center **Health Insurance:**	**$49,556.32**
	Vendor Subtotal:	**$49,556.32**
STEVE SEMINO	RIN0029563 UTILITY REFUND	$145.00
	Subtotal for Cost Center **Water:**	**$145.00**
	Vendor Subtotal:	**$145.00**
STRATEGIC INSIGHTS, INC.	19PLAN-IT-110 LICENSE RENEWAL	$3,262.50
	Subtotal for Cost Center **Information Services:**	**$3,262.50**
	Vendor Subtotal:	**$3,262.50**
THIRTY THREE MILE ROAD IMPROVEMENT & SVS DIST	7846 FLUSHING WATER	$222.88
	Subtotal for Cost Center **Sewer:**	**$222.88**
	Vendor Subtotal:	**$222.88**
TOP OFFICE PRODUCTS	173541 COPY CHARGE FOR APRIL 2019	$139.60
	Subtotal for Cost Center **Waste Water:**	**$139.60**
	Vendor Subtotal:	**$139.60**
TRACK UTILITIES LLC	RIN0029543 UTILITY REFUND	$60.00
	Subtotal for Cost Center **Water:**	**$60.00**
	Vendor Subtotal:	**$60.00**
TRETO CONST.	RIN0029587 RETAINAGE	-$27,481.58
	Subtotal for Cost Center **Capital Projects - Engineering:**	**-$27,481.58**

	RIN0029587 #17-031 MIDWEST AVE - DAVID TO	$265,787.72
	Subtotal for Cost Center **Streets:**	**$265,787.72**
	RIN0029587 #17-031 MIDWEST AVE - DAVID TO	$9,028.00
	Subtotal for Cost Center **Water:**	**$9,028.00**
	Vendor Subtotal:	**$247,334.14**
WARDWELL WATER & SEWER DISTRICT	RIN0029525 BOOSTER IRRIGATION	$14.00
	Subtotal for Cost Center **Water Treatment Plant:**	**$14.00**
	Vendor Subtotal:	**$14.00**
WASTE WATER TREATMENT	1276/173559 201 SEWER	$346,025.30
	Subtotal for Cost Center **Sewer:**	**$346,025.30**
	Vendor Subtotal:	**$346,025.30**
WATER TECHNOLOGY GROUP	5449430 ALTERNATOR, TRIPLEX	$926.26
	Subtotal for Cost Center **Sewer:**	**$926.26**
	Vendor Subtotal:	**$926.26**
WAYNE COLEMAN CONSTRUCTION, INC.	19026 2018 CPU ASPHALT REPAIRS	$7,088.00
	19026 RETAINAGE	-$708.80
	Subtotal for Cost Center **Water:**	**$6,379.20**
	Vendor Subtotal:	**$6,379.20**
WESTERN PLAINS LANDSCAPING LLC.	20553 MARION KREINER SPLASH PAD 14-0	$51,247.05
	Subtotal for Cost Center **Aquatics:**	**$51,247.05**
	Vendor Subtotal:	**$51,247.05**
WESTERN POWER WASH	22018 2006 RECYCLE TRUCK	$4,352.00
	Subtotal for Cost Center **Refuse Collection:**	**$4,352.00**

	6113 BLAST & PAINT STEEL PLATES	$650.66
	Subtotal for Cost Center **Waste Water:**	**$650.66**
	Vendor Subtotal:	**$5,002.66**
WESTERN WATER CONSULTANTS, INC.	190170003 #18-066 MIDWEST RECONST - ELM	$2,756.00
	Subtotal for Cost Center **Engineering:**	**$2,756.00**
	181090010 MIDWEST AVE RECONST - DAVID TO	$158.25
	160580032 K STREET IMPROVEMENTS - PHASE	$31.83
	Subtotal for Cost Center **Sewer:**	**$190.08**
	181090010 MIDWEST AVE RECONST - DAVID TO	$7,186.96
	182200006 #18-068 GEORGE TANI PARKING	$116.00
	160580032 K STREET IMPROVEMENTS - PHASE	$297.02
	160580032 K STREET IMPROVEMENTS - PHASE	$353.60
	Subtotal for Cost Center **Streets:**	**$7,953.58**
	181090010 MIDWEST AVE RECONST - DAVID TO	$989.69
	160580032 K STREET IMPROVEMENTS - PHASE	$24.75
	Subtotal for Cost Center **Water:**	**$1,014.44**
	Vendor Subtotal:	**$11,914.10**
WESTLAND PARK-RED BUTTES IMPROVEMENT & SVC.	RIN0029540 MONTHLY RETAIL SEWER REVENUE	$3,396.00
	RIN0029540 ADMIN FEE 10%	-$339.60
	Subtotal for Cost Center **Sewer:**	**$3,056.40**
	RIN0029540 PAYMENT 201 SEWER MARCH 2019	-$1,170.41
	Subtotal for Cost Center **Waste Water:**	**-$1,170.41**
	Vendor Subtotal:	**$1,885.99**
WILLIAM AHRNDT	RIN0029537 DOT CARD PHYSICAL	$90.00
	Subtotal for Cost Center **Refuse Collection:**	**$90.00**
	Vendor Subtotal:	**$90.00**

Bills & Claims

City of Casper

05/08/2019 to 05/21/2019

WLC ENGINEERING - SURVEYING - PLANNING	2019-10256 #16-051 HIGHLAND PARK CEMETER	$7,948.55
	Subtotal for Cost Center **Cemetery:**	**$7,948.55**
	2019-10308 LAND SURVEYING FEE	$362.50
	Subtotal for Cost Center **Engineering:**	**$362.50**
	2019-10271A WEST CASPER ZONE II WATER SYST	$3,039.02
	2019-10271A WEST CASPER ZONE II WATER SYST	$1,496.83
	Subtotal for Cost Center **Water:**	**$4,535.85**
	Vendor Subtotal:	**$12,846.90**
WY. DEPT. OF WORKFORCE SVCS.	RIN0029576 UNEMPLOYMENT TAX 1ST QRTR	-$155.47
	Subtotal for Cost Center **Casper Events Center:**	**-$155.47**
	RIN0029576 UNEMPLOYMENT TAX 1ST QRTR	$645.00
	Subtotal for Cost Center **Cemetery:**	**$645.00**
	Vendor Subtotal:	**$489.53**
	Grand Total	**$3,872,466.58**

Approved By

On

Note: *Click the invoice for additional information.*

CITY of CASPER, WYOMING
BILLS and CLAIMS ADDENDUM
Council Meeting
05/21/19

Payroll Disbursements

5/2/19	CITY PAYROLL	$	1,099,140.43
5/2/19	BENEFITS & DEDUCTIONS	$	214,761.35
5/9/19	FIRE PAYROLL	$	168,170.92
5/9/19	BENEFITS & DEDUCTIONS	$	30,309.99
5/16/19	CITY PAYROLL	$	1,096,688.58
5/16/19	BENEFITS & DEDUCTIONS	$	191,748.62
	Total Payroll	**$**	**2,800,819.89**

Additional Fees

	Total Fees	**$**	**-**

Additional Accounts Payable

5/2/19	Pre-Writs: Utility Refunds & Deposit Refund		
	71 Construction		85.00
	71 Construction		14.96
	Henry Blickenstaff		35.66
	Shawn Bush		50.59
	Daniel Cobos		45.96
*	Hunter Ihrig- Miller House Deposit		500.00
	Connie Kennerknecht		45.11
	William Lee		13.88
	Johanna Lochmiller		12.57
	Kaine Lookhart		34.76
	Felicia Martinez		19.25
	Lindi Masiero		41.82
	Brad Matthies		9.20
	Nicole Parsons		52.78
	John Stohman		54.42
	Danielle Thomas		75.00
	Danielle Htomas		192.72
	Voided Hunter Ihrig Check- Paid with Petty Cash	$	(500.00)
4/29/19	Global Spectrum - Rockstar Pre-party	$	1,488.30
	Global Spectrum - Chad Prather	$	12,859.11
	Total Additional AP	**$**	**15,131.09**

CITY of CASPER, WYOMING
Conflict Claims
Council Meeting
05/21/19

Conflict Claims

Date	Person	Description	Amount	
05/09/19	Charlie Powell	Travel Reimbursement	$	354.80
		Claims Total	$	354.80

May 3, 2019

MEMO TO: J. Carter Napier, City Manager JCN

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

SUBJECT: Establish the Public Hearing Date for a New Resort Liquor License No. 8 West Center Hospitality Ops, LLC d/b/a Platte River Saloon, Located at 123 West 'E' Street.

Meeting Type & Date
Regular Council Meeting
May 21, 2019

Action type
Establish Public Hearing
Minute Action

Recommendation
That Council, by minute action, establish June 4, 2019 as the Public Hearing date for a new Resort Liquor License No. 8 West Center Hospitality Ops, LLC d/b/a Platte River Saloon, located at 123 West 'E' Street.

Summary
This is the location of the former Parkway Plaza Hotel and Convention Center. This hotel closed in November of 2018 and has been undergoing extensive renovations. Renovations are scheduled to be complete in June of 2019. If approved by City Council, this license will be issued once all the inspections have been complete.

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

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

Financial Considerations
None

Oversight/Project Responsibility
Carla Mills-Laatsch, Licensing Specialist

Attachments
None

May 17, 2019

MEMO TO: J. Carter Napier, City Manager JJ for J. Carter Napier

FROM: Liz Becher, Community Development Director lb

SUBJECT: Establish Date of Public Hearing for Consideration of an Ordinance approving a rezone of Block 60, Lot 9, and N. 20' of Lot 10; and Block 60, west ½ of Lots 10-12, Exc. N. 20' of Lot 10, Casper Addition, located directly east of the new Rescue Mission, on lots currently addressed as 221 & 227 North Park Street.

Meeting Type & Date:
Regular Council Meeting, May 21, 2019.

Action Type:
Establish date of public hearing.

Recommendation:
That Council, by minute action, establish June 18, 2019 as the date of public hearing for consideration of an Ordinance approving a rezone of Block 60, Lot 9, and N. 20' of Lot 10; and Block 60, west ½ of Lots 10-12, Exc. N. 20' of Lot 10, Casper Addition from M-1 (Limited Industrial) and C-2 (General Business) to C-3 (Central Business).

Summary:
The Central Wyoming Rescue Mission is preparing for its next stage of construction on two parcels of property located directly east of their new shelter/facility at the corner of East A and North Park Streets. The next phase is planned to include additional housing units for their discipleship recovery program. The parcels in question currently have multiple zoning classifications, both C-2 (General Business) and M-1 (Limited Industrial), and the applicant is requesting that the properties be rezoned to C-3 (Central Business) district. "Homes for the homeless" are listed as a permitted use in the C-3 (Central Business) zoning district.

The rezone of the properties to C-3 (General Business) is consistent with much of the existing zoning in the surrounding area, including the primary Rescue Mission property, which was granted a zone change to C-3 (Central Business) in 2016, prior to its construction. Properties immediately to the east and west of the subject parcels are currently zoned C-3 (Central Business), with other properties in the surrounding area primarily being zoned a mix of C-2 (General Business) and M-1 (Limited Industrial). Existing land uses in the surrounding area are commercial, industrial, and residential.

Since the 2000 Casper Area Comprehensive Land Use Plan was adopted almost twenty years ago, the zoning and land use of this neighborhood has been incrementally transitioning from primarily industrial, to a more downtown, mixed-use area based on many property owners' desire to improve their properties, and broaden the range of allowable land uses, including different types of residential. The surrounding area currently reflects more than a dozen similar zone changes to C-3

(Central Business) that have been approved in recent history, with the support of the 2000 Comprehensive Plan.

Similarly, the newest Comprehensive Plan, "Generation Casper," adopted in 2017, also recognizes the change that is occurring in this neighborhood and identifies the area as a prime location for a new concept, the Maker's District (Pg. 3-24). Growing in popularity across the US, these districts transform vacant or underutilized industrial areas into work-live spaces for industrial, manufacturing, agricultural and creative industries. The Maker's District concept would capitalize on affordable land costs of the underutilized land close to the urban core, strengthening downtown's vibrancy in the process. In order to foster the Maker's District concept, the City will need to address current hurdles in many of the antiquated zoning and development regulations governing the area. Many of the property owners in this neighborhood have already embraced the future plans for the area, and what we are beginning to see is grass-roots interest in land use and zoning changes that are happening ahead of formal redevelopment efforts by the City. Although not perfect, the C-3 (Central Business) zoning district is currently the best fit for the long-term redevelopment of the area.

Section 17.72.020 of the Municipal Code lists the following land uses as being permitted in the proposed C-3 (Central Business) zoning district.

1. Apartments located within a business structure;
2. Arcades;
3. Assisted living;
4. Automobile sales and/or repairing;
5. Automobile service stations;
6. Banks, savings and loans, and finance companies;
7. Bars, taverns, and cocktail lounges, excluding drive-in/through facilities;
8. Bed and breakfast;
9. Bed and breakfast homestay;
10. Bed and breakfast inn;
11. Business, general retail;
12. Clubs or lodges;
13. Conventional site-built and modular single-family, two-family, multifamily townhomes and condominiums, and manufactured homes with siding material consisting of wood or wood products, stucco, brick, rock, or horizontal lap wood, steel or vinyl siding;
14. Dance studios;
15. Day-care, adult;
16. Child care center;
17. Family child care center - zoning review;
18. Family child care home;
19. Family child care home - zoning review;
20. Drugstores;

21. Electrical, television, radio repair shops;
22. Government office buildings and community facilities;
23. Grocery stores;
24. Group homes;
25. Multi-story apartment buildings;
26. **Homes for the homeless (long-term shelters);**
27. Hotels, motels;
28. Manufacturing, assembling, or packaging of products from previously prepared materials;
29. Mortuaries;
30. Offices, general and professional;
31. Offices, medical (laboratories, clinics, health spas, and rehabilitation centers);
32. Parking garages;
33. Parks, playgrounds, historical sites, and other similar recreational facilities;
34. Pawn shops;
35. Personal service shops;
36. Pharmacies;
37. Printing and newspaper houses;
38. Public utility and public service offices;
39. Public utility and public service installations, excluding repair and storage facilities;
40. Radio and television stations, including transmitting and receiving towers;
41. Restaurants, cafes, and coffee shops;
42. Retail business;
43. Sundry shops and specialty shops;
44. Theaters, auditoriums, and other places of indoor assembly;
45. Thrift shops;
46. Transportation depots;
47. Vocational centers, medical and professional institutions;
48. Warehouse and other indoor storage;
49. Neighborhood assembly uses;
50. Regional assembly uses;
51. Branch community facilities;
52. Neighborhood grocery;
53. Church.

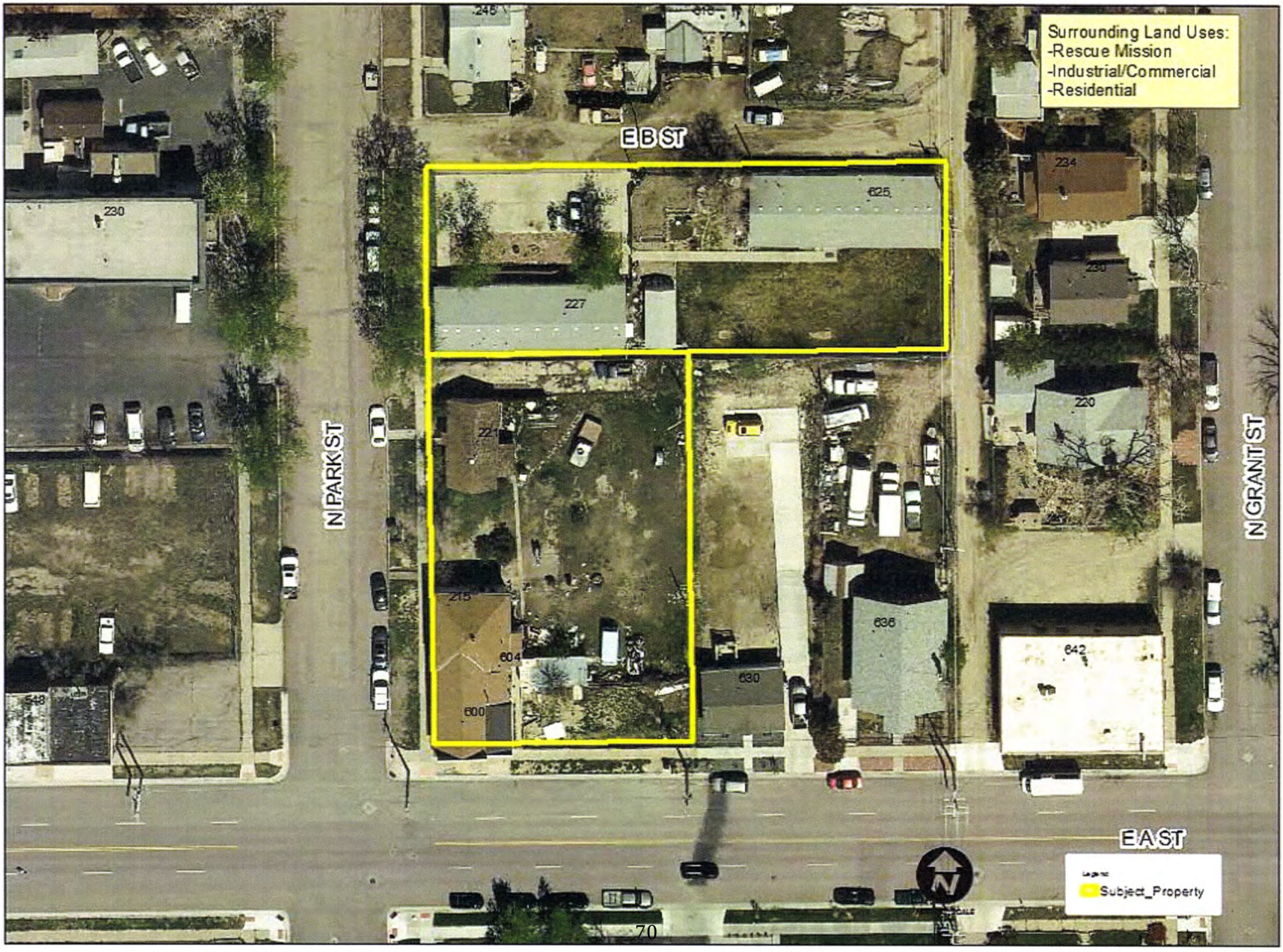
The Planning and Zoning Commission voted to unanimously support the rezone after a public hearing on April 18, 2019. Two neighbors spoke in opposition to the zone change, citing concerns related to the changing demographic in the neighborhood and the resulting compatibility issues that they are experiencing with the Park Street Shelter. A notice of public hearing will be published in the Casper Star-Tribune advertising the City Council public hearing. All public hearings are also advertised on the City's website (casperwy.gov), and notices are mailed to all property owners within three hundred (300) feet.

Financial Considerations:
Not applicable.

Oversight/Project Responsibility:
Craig Collins, AICP, City Planner, is tasked with processing zone change proposals.

Attachments:
Location Map

Rescue Mission Zone Change



May 13, 2019

MEMO TO: J. Carter Napier, City Manager JJ for J. Carter Napier

FROM: Liz Becher, Community Development Director lb

SUBJECT: Public Hearing for Consideration of an Ordinance approving an Annexation and Plat Creating the West Casper Commerce Center Addition, establishing the Zoning of said Addition as C-2 (General Business), and Approving the Subdivision Agreement between the City and Seven Synergy Holdings, LLC.

Meeting Type & Date:
Regular Council Meeting, May 21, 2019.

Action Type:
Ordinance and Public Hearing.

Recommendation:
That Council, by ordinance, approve an annexation and a plat creating the West Casper Commerce Center Addition; establish the zoning of said Addition as C-2 (General Business), and approve the Subdivision Agreement between the City and Seven Synergy Holdings, LLC.

Summary:

Seven Synergy Holdings, LLC has applied for an annexation, plat and zone change to create the West Casper Commerce Addition. The subject property is located at the northeast corner of the intersection of Southwest Wyoming Boulevard and CY Avenue, and is currently undeveloped, vacant land. The proposed West Casper Commerce Center Addition encompasses approximately 1.88-acres, and is creating a single platted lot through the combination of Lot 1, McNamara Heights Addition, and the annexation of an approximately half-acre parcel of unplatted, abandoned right-of-way (CY Avenue). Properties surrounding the subject property are zoned C-2 (General Business) to the south and east, and PH (Park Historic) to the north and west.

Lot 1, McNamara Heights Addition, is currently zoned C-2 (General Business). The property currently has two existing points of legal access, a thirty-foot (30') easement from the east, and a thirty-five foot (35') easement/curb-cut on the north, off of SW Wyoming Boulevard. The applicant's future plans for the development of the property are unknown.

Section 17.12.170 of the Casper Municipal Code requires that staff review all zoning requests in context with the approved Comprehensive Land Use Plan, and staff is required to provide a recommendation to the Planning and Zoning Commission and City Council as to how the zone change is either supported, or not supported. The Generation Casper Comprehensive Plan provides a Future Land Use Plan (FLU), which is found in Chapter Four (4), on Page 4-26. The FLU is an illustrative map that identifies the physical distribution of land uses, and forms the

basis for future zoning and land use regulations. The property in question is in an area designated by the FLU as "Community Center."

Page 4-33 of the Generation Casper Plan indicates that development areas designated as "Community Centers" are characterized as a concentration of commercial activity serving a larger area than a neighborhood center, but do not draw from the uniqueness of Urban Centers. Furthermore, CY Avenue is called out specifically as meeting the definition of a Community Center. Primary uses in Community Centers are retail, trade, service uses, and offices with supporting multifamily residential. The C-2 (General Business) zoning district would fit the long-range plan for the area as a Community Center.

The proposed C-2 (General Business) zoning district allows, as permitted uses, by right, any and all of the following:

1. Animal clinics and animal treatment centers;
2. Apartments located within a business structure;
3. Arcades/amusement centers;
4. Assisted living;
5. Automobile park, sales area or service center;
6. Automobile service stations;
7. Banks, savings and loans, and finance companies;
8. Bars, taverns, retail liquor stores, and cocktail lounges;
9. Bed and breakfast;
10. Bed and breakfast homestay;
11. Bed and breakfast inn;
12. Business, general retail;
13. Chapels and mortuaries;
14. Churches;
15. Clubs or lodges;
16. Convenience establishment, medium volume;
17. Dance studios;
18. Day care, adult;
19. Child care center;
20. Family child care center—zoning review;
21. Family child care home;
22. Family child care home—zoning review;
23. Electrical, television, radio repair shops;
24. Gaming/gambling;
25. Grocery stores;
26. Group homes;
27. Homes for the homeless (emergency shelters);
28. Hotels, motels;

29. Neighborhood groceries;
30. Offices, general and professional;
31. Pet shops;
32. Medical laboratories, clinics, health spas, rehabilitation centers, real estate brokers, insurance agents;
33. Parking garages and/or lots;
34. Parks, playgrounds, historical sites, golf courses, and other similar recreational facilities;
35. Pawn shops;
36. Personal service shops;
37. Pharmacies;
38. Printing and newspaper houses;
39. Reception centers;
40. Recreation centers;
41. Restaurants, cafes, and coffee shops;
42. Retail business;
43. Sundry shops and specialty shops;
44. Theaters, auditoriums, and other places of indoor assembly;
45. Thrift shops;
46. Vocational centers, medical and professional institutions;
47. Neighborhood assembly uses;
48. Regional assembly uses;
49. Branch community facilities;
50. Neighborhood grocery;
51. Conventional site-built and modular single and multifamily dwellings and "manufactured homes" meeting the definition and standards set forth in Section 17.08.010.

The Planning and Zoning Commission voted 6-1 to support the annexation, plat and zoning after a public hearing on February 21, 2019. A notice of public hearing will be published in the Casper Star-Tribune advertising the City Council public hearing. All public hearings are also advertised on the City's website (casperwy.gov).

Financial Considerations:
Not applicable.

Oversight/Project Responsibility:
Craig Collins, AICP, City Planner, is tasked with processing annexations, plats/replats and zoning applications.

Attachments:
Ordinance

Location Map

Proposed West Casper Commerce Center Addition

West Casper Commerce Addition

2019 ANNEXATION REPORT

March, 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

Seven Synergy Holdings, LLC has applied for an annexation, plat and zone change to create the West Casper Commerce Addition. The subject property is located at the northeast corner of the intersection of Southwest Wyoming Boulevard and CY Avenue, and is currently undeveloped, vacant land. The proposed West Casper Commerce Center Addition encompasses approximately 1.88-acres, and is creating a single platted lot through the combination of Lot 1, McNamara Heights Addition, and the annexation of an approximately half-acre parcel of unplatted, abandoned right-of-way (CY Avenue).

DEVELOPMENT COSTS

There will not be any City-borne infrastructure development costs as a result of this annexation. As a condition of annexation, the property owner is required to complete the public sidewalk along Wyoming Boulevard at the time the property is developed.

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.

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, will be made available to the property.

2. The urban development of the area will constitute a natural, geographical, economical, and social part of the City because the area is adjacent to properties currently located within the City limits of Casper. The area is not isolated by any natural or 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.

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 2019 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 subject annexation based on existing budgets and properties served.

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 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 no corresponding increase in City funding/revenue to pay for 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.

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 is estimated that the fraction of the Police Department budget that is apportioned to each

property/account in the City is $628 ($14,087,009 current Police Department budget, divided by 22,433 properties/accounts in the City).

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. For the purpose of this report, it is assumed that the annexed property will be a single developable lot; therefore, the estimated service cost (portion of the total budget) that is attributable to the property to provide Police Department service is approximately $628 per year ($628 x 1 new property/account). 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. It is estimated that the fraction of the Fire Department budget that is apportioned to each property/account in the City is $413 ($9,272,628 current Fire Department budget, divided by 22,433 properties).

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. For the purpose of this report, it is assumed that the annexed property will be a single developable lot; therefore, the total estimated service cost (portion of the total budget) that is attributable to the property to provide Fire Department services is $413 per year ($413 x 1 new property/account). Fire service will be available immediately upon the completion of the annexation of the area.

STREETS AND TRAFFIC DIVISION:

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. It is estimated that the fraction of the Street and Traffic Division budget that is apportioned to each property/account in the City is $174 for ($3,900,342 current Street Division budget, divided by 22,433 properties).

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. For the purpose of this report, it is assumed that the annexed property will a single developable lot; therefore, the total estimated service cost (portion of the total budget) that is attributable to the property to provide Streets/Traffic Division services is $174 per year ($174 x 1 new property/account). 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 is 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:

There will not be any new parkland associated with the annexation of this property, and therefore, no additional cost to the City for park improvements or maintenance.

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 area. The estimated fraction of the Community Development Department budget that is apportioned to each property/account in the City is $67 ($1,496,899 current Planning/Building/Code Enforcement budget, divided by 22,433 properties).

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. The staffing level and current equipment are adequate. For the purpose of this report, it is assumed that the annexed property will be a single developable lot; therefore, the total estimated service cost (portion of the Community Development budget) that is attributable to the property to provide Community Development Department services to this area is $67 per year ($67 x 1 new property/account). 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. It is estimated that the fraction of the Engineering Division budget that is apportioned to each property/account in the City to provide Engineering Division service is $41 ($925,627 current Engineering Division budget, divided by 22,433 properties).

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. For the purpose of this report, it is assumed that the annexed property will be a single developable lot; therefore, the total estimated service cost (portion of the total budget) that is attributable to the property is $41 per year ($41 x 1 new property/account). 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 $600,000, while Federal funding sources total $1,008,960. 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 $71.72 ($1,608,960 is current Transit Casper and Federal-sourced budget, divided by 22,433 properties).

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 FY19 are sales/use tax ($20,488,264), mineral taxes ($8,026,356), property taxes ($4,179,866) and franchise fees ($4,795,931). It is generally accepted that given the current Wyoming tax structure, most 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 the property being annexed is developed, service/user fees will be paid to the City in the form of building permits, water and sewer tap fees, water/sewer and sanitation service fees. Other impacts of an annexation are not easily measured. 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 decides to annex the property, as requested, it will receive the same City services that other properties within the incorporated City receive. As illustrated, the City of Casper can provide these services without incurring actual 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.

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.

To obtain more information on the general fiscal impacts of development, a publication of seventeen (17) studies from around the Country, entitled "Building Better Budgets," may be reviewed at the following address:

https://smartgrowthamerica.org/resources/building-better-budgets-a-national-examination-of-the-fiscal-benefits-of-smart-growth-development/

APPENDIX

1. PETITION FOR ANNEXATION.
2. VICINITY MAP OF AREA TO BE ANNEXED.
3. PLAT
4. 2018 MILL LEVIES FOR NATRONA COUNTY.
5. UTILITY COMPANY ADDRESSES.

City of Casper
Planning Division

Petition for Annexation Application

PETITIONER'S INFORMATION:

NAME: Seven Synergy Holdings, LLC

ADDRESS: 751 Beachcomber, Ste. 91, Lake Havasu City, AZ 86403

TELEPHONE: 949-228-8806 EMAIL: bob.dietrich@7synergy.com

HEREBY PETITION THE CITY OF CASPER FOR ANNEXATION OF THE FOLLOWING:

PROPOSED NAME OF SUBDIVISION: West Casper Commerce Center Addition

ADDRESS: None

LEGAL DESCRIPTION OF LAND TO BE ANNEXED (Provide Map):

Portion of SE1/4SW1/4 of Section 18,T.33N.,R.79W

SIZE OF PROPOSED SUBDIVISION (Sq Ft/Acres): Annexation Area .51 AC

NUMBER OF LOTS AND BLOCKS: 1

PRESENT ZONING: None PROPOSED ZONING: C2

PRESENT LAND USE: Vacant

PROPOSED LAND USE: Commercial

PROPOSED ANNEXATION AREA INCLUDED IN, OR A PART OF AN ESTABLISHED IMPROVEMENT AND SERVICE DISTRICT UNDER THE WYOMING IMPROVEMENT AND SERVICE DISTRICT ACT (W.S. 18-12-101 *ET SEQ.*)? If so, please describe (on reverse).

PROPERTY IS CONTIGUOUS WITH THE CASPER CITY LIMIT: X YES ____ NO

Pursuant to Section 16.12.040 of the Casper Municipal Code all petitions for annexation shall be required to have an executed water and sewer agreement or have made suitable arrangements for service with the City prior to the annexation being approved by the Council.

The following owner's signature signifies that all information on the application is accurate and correct to the best of the owner's knowledge, and that the owner has thoroughly read and understands all application information and requirements.

SIGNATURE OF PROPERTY OWNER: Robert E. Dietrich

SIGNATURE OF PROPERTY OWNER:

DATE: 1/16/2018

EXHIBIT A

SUBMIT TO:
Community Development Department
Planning Division
200 N David, RM 203
Casper, WY 82601
Phone: 307-235-8241
Fax: 307-235-8362
www.casperwy.gov

COMPLETE SUBMITTAL NEEDS TO INCLUDE:

- *Other Fees May Apply, i.e., Plat, Zone Change etc.*
- COMPLETED APPLICATION INCLUDING ORIGINAL SIGNATURES
- $1,000 APPLICATION FEE & PROOF OF OWNERSHIP
- ANNEXATION MAP/PLAT

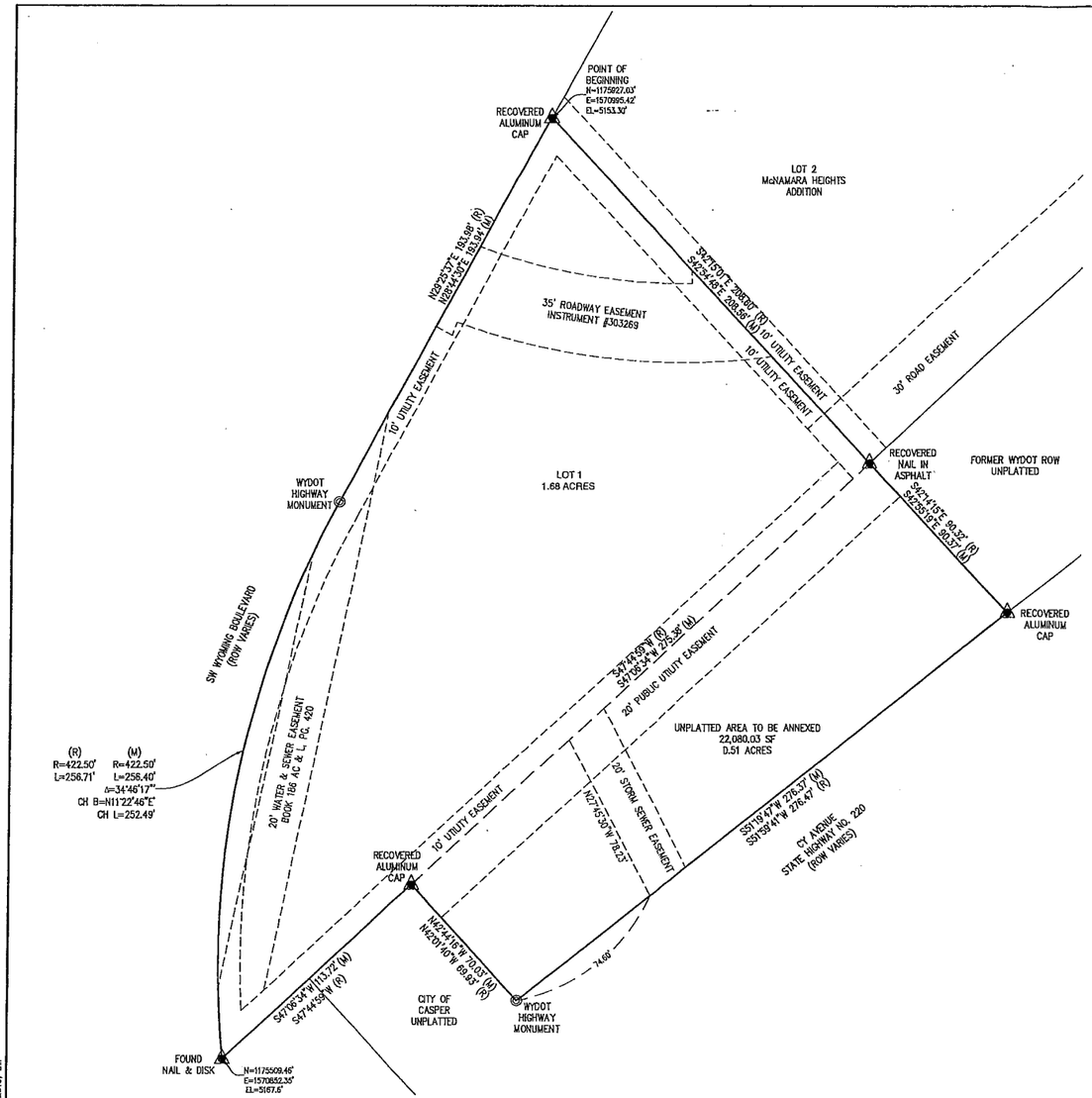
FOR OFFICE USE ONLY:

DATE SUBMITTED: JAN 18 2019

REC'D BY: dh

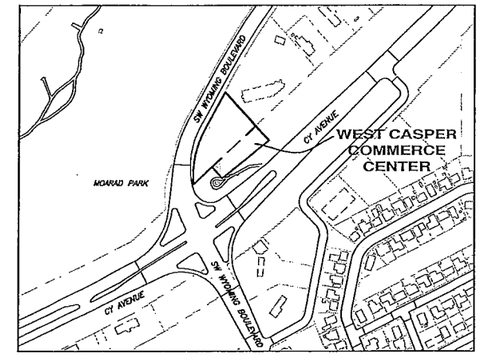
Proposed West Casper Commerce Center Addition

Publish Dates: **April 12, 2019 & April 19, 2019**



0 30' 60'

SCALE: 1" = 30'



VICINITY MAP
NO SCALE

APPROVALS

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

ATTEST: _____ SECRETARY _____ CHAIRMAN

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

ATTEST: _____ CITY CLERK _____ MAYOR

INSPECTED AND APPROVED THIS _____, DAY OF _____, 2019.

_____ CITY ENGINEER

INSPECTED AND APPROVED THIS _____, DAY OF _____, 2019.

_____ CITY SURVEYOR

NOTES

1. ERROR OF CLOSURE EXCEEDS 1:275,280.
2. BASIS OF BEARING IS THE WYOMING STATE PLANE COORDINATE SYSTEM, EAST CENTRAL ZONE, NAD 1983/86.
3. THE CONVERGENCE ANGLE AT THE POINT OF BEGINNING IS 00°38'00.4094", AND THE COMBINED FACTOR IS 0.999762.
4. DISTANCES: U.S. SURVEY FOOT – GROUND
5. ELEVATIONS SHOWN HEREON ARE BASED ON NAVD 88 DATUM AND ARE NOT MEANT TO BE USED AS BENCHMARKS.

CERTIFICATE OF SURVEYOR

STATE OF WYOMING
COUNTY OF NATRONA } SS

I, WILLIAM R. FEHRINGER, A REGISTERED PROFESSIONAL LAND SURVEYOR, LICENSE NO. 5528, DO HEREBY CERTIFY THAT THIS PLAT WAS MADE FROM NOTES TAKEN DURING AN ACTUAL SURVEY MADE UNDER MY DIRECT SUPERVISION IN NOVEMBER, 2017, AND THAT THIS PLAT, TO THE BEST OF MY KNOWLEDGE AND BELIEF, CORRECTLY AND ACCURATELY REPRESENTS SAID SURVEY. ALL DIMENSIONS ARE EXPRESSED IN FEET AND DECIMALS THEREOF. COURSES ARE REFERRED TO THE WYOMING STATE PLANE COORDINATE SYSTEM, EAST CENTRAL ZONE, NAD 1983/86, CITY OF CASPER GIS SYSTEM ALL BEING TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Professional Land Surveyor
William R. Fehringer
5528
Date
WYOMING

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

WITNESS MY HAND AND OFFICIAL SEAL

MY COMMISSION EXPIRES _____ NOTARY PUBLIC

CERTIFICATE OF DEDICATION

STATE OF WYOMING
COUNTY OF NATRONA } SS

THE UNDERSIGNED, SEVEN SYNERGY HOLDINGS, LLC., DO HEREBY CERTIFY THAT THEY ARE THE OWNERS AND PROPRIETORS OF THE FOLLOWING DESCRIBED PARCEL OF LAND KNOWN AS LOT 1, McNAMARA HEIGHTS ADDITION TO THE CITY OF CASPER AND AN UNPLATTED PARCEL FORMERLY AN ABANDONED PORTION OF THE WYOMING DEPARTMENT OF TRANSPORTATION RIGHT--OF--WAY FOR STATE HIGHWAY NO. 220, BOTH PARCELS SITUATE IN THE SE¼SW¼ OF SECTION 18, T.33N., R.79W., 6TH P.M., NATRONA COUNTY, WYOMING, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEASTERLY CORNER OF THE PARCEL ALSO BEING THE NORTHEASTERLY CORNER OF SAID LOT 1, McNAMARA HEIGHTS ADDITION AND THE NORTHWESTERLY CORNER OF LOT 2 OF THE McNAMARA HEIGHTS ADDITION, MONUMENTED BY A BRASS CAP AND BEING THE POINT OF BEGINNING;

THENCE S42°54'48"E, ALONG THE LINE COMMON TO SAID LOTS 1 AND 2, McNAMARA HEIGHTS ADDITION, A DISTANCE OF 208.56 FEET TO THE SOUTHERLY CORNER COMMON TO SAID LOTS, MONUMENTED BY A BRASS CAP;

THENCE S42°55'19"E, A DISTANCE OF 90.37 FEET TO THE SOUTHEASTERLY CORNER OF THE PARCEL AND THE FORMER WYDOT RIGHT--OF--WAY, MONUMENTED BY A BRASS CAP;

THENCE S51°19'47"W, A DISTANCE OF 276.37 FEET TO THE SOUTHWESTERLY CORNER OF THE FORMER WYDOT RIGHT--OF--WAY PARCEL, MONUMENTED BY A WYDOT CONCRETE HIGHWAY MONUMENT;

THENCE N42°44'16"W, A DISTANCE OF 70.03 FEET TO NORTHWESTERLY CORNER OF THE FORMER WYDOT RIGHT--OF--WAY PARCEL LOCATED ON THE SOUTHEASTERLY LINE OF SAID LOT 1, McNAMARA HEIGHTS ADDITION, MONUMENTED BY A BRASS CAP;

THENCE S47°06'34"W, ALONG THE SOUTHEASTERLY LINE OF SAID LOT 1, McNAMARA HEIGHTS ADDITION, A DISANCE OF 113.72 FEET TO THE MOST SOUTHERLY CORNER OF SAID LOT, MONUMENTED BY A NAIL AND DISK SET IN CONCRETE;

THENCE IN A NORTHEASTERLY DIRECTION ALONG THE EASTERLY RIGHT--OF--WAY LINE OF SW WYOMING BOULEVARD AND THE WESTERLY LINE OF SAID LOT 1, McNAMARA HEIGHTS ADDITION AND A CURVE TO THE RIGHT HAVING A RADIUS OF 422.50 FEET, THROUGH A CENTRAL ANGLE OF 34°46'17", A DISTANCE OF 256.40 FEET, WITH A CHORD BEARING OF N11°22'46"E, A DISTANCE OF 252.49 FEET TO THE END OF CURVE, MONUMENTED BY A WYDOT CONCRETE HIGHWAY MONUMENT;

THENCE N28°44'30"E, ALONG THE EASTERLY RIGHT--OF--WAY LINE OF SW WYOMING BOULEVARD AND THE WESTERLY LINE OF SAID LOT 1, McNAMARA HEIGHTS ADDITION, A DISTANCE OF 193.94 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 1.68 ACRES (73,241.29 S.F.), MORE OR LESS, AND IS SUBJECT TO ANY RIGHTS--OF--WAY AND/OR EASEMENTS, RESERVATIONS, AND ENCUMBRANCES WHICH HAVE BEEN LEGALLY ACQUIRED.

THE TRACT OF LAND, AS IT APPEARS ON THIS PLAT, IS DEDICATED WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS AND PROPRIETORS. THE NAME OF THE SUBDIVISION SHALL BE "WEST CASPER COMMERCE CENTER ADDITION". ALL UTILITY EASEMENTS, AS DESIGNATED ON THIS PLAT ARE HEREBY DEDICATED TO THE PUBLIC AND PRIVATE UTILITY COMPANIES FOR THE PURPOSES OF INSTALLING, REPAIRING, REINSTALLING, REPLACING AND MAINTAINING SEWER LINES, WATER LINES, GAS LINES, ELECTRIC LINES, TELEPHONE LINES, CABLE TELEVISION LINES AND OTHER FORMS AND TYPES OF PUBLIC UTILITIES NOW OR HEREAFTER GENERALLY UTILIZED BY THE PUBLIC.

SEVEN SYNERGY HOLDINGS, LLC
751 BEACHCOMBER BLVD.
LAKE HAVASU CITY, AZ 86403

ROBERT DIETRICH – CHIEF OPERATING OFFICER
SEVEN SYNERGY HOLDINGS, LLC

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY ROBERT DIETRICH, CHIEF OPERATING OFFICER OF SEVEN SYNERGY HOLDINGS, LLC, THIS _____ DAY OF _____, 2019.

WITNESS MY HAND AND OFFICIAL SEAL.
MY COMMISSION EXPIRES _____

_____ NOTARY PUBLIC

VACATION & REPLAT OF
LOT 1, McNAMARA HEIGHTS ADDITION
TO THE CITY OF CASPER
AND AN ANNEXATION AND PLAT OF A
PARCEL FORMERLY AN ABANDONED WYDOT
RIGHT--OF--WAY OF STATE HIGHWAY NO. 220
WITHIN THE SE¼SW¼ OF SECTION 18,
T.33N., R.79W., 6TH P.M.
NATRONA COUNTY, WYOMING
AS

WEST CASPER COMMERCE CENTER ADDITION

AN ADDITION TO THE CITY OF CASPER, WYOMING
BEING A PORTION OF THE SE¼SW¼ OF SECTION 18
T.33N., R.79W., 6TH P.M.
NATRONA COUNTY WYOMING
JANUARY, 2019

W.O. #17--036

LEGEND

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

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

tabbies
EXHIBIT
3
FEB 15 2019
M:\Land 2018\Surveying\18-270 Car Wash Plat\Survey Plats\WEST CASPER COMMERCE CENTER.dwg, 2/15/2019, Bill

2018 TAX LEVIES NATRONA COUNTY
TAXING DISTRICTS

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

2018 SPECIAL DISTRICTS

TAX DISTRICT	MILL LEVY
0121 CASPER MOUNTAIN FIRE	3,000
01S6 DOWNTOWN DEV AUTHORITY	16.00
0122 PIONEER WATER & SEWER	8.000
0128 WARDWELL WATER & SEWER	8.000
0134 MILLS/WARDWELL	8.000

TAXING ENTITIES MILL LEVY	
STATE SCHOOL FOUNDATION	12.00
SCHOOL DISTRICT #1	32.50
CASPER COLLEGE	7.390
COUNTY WEED & PEST	1.000
MUNICIPAL LEVIES	8.000
COUNTY FIRE PROTECTION	3.000
CASPER MOUNTAIN FIRE	3.000
NATRONA COUNTY	12.00

0149 BRANDT-GOTHBERG	VARIES
0160 BLOODY TURNIP	$150/$300
0162 BROOKHURST	$120.00
0163 EAST HENRIE ROADWAY	$264.00
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	
WEEK CREEK	
0148 CLEAR FORK	$600
0170 SCHLAGER I & S	
0171 SIX MILE DRAW	
0172 HORSE RANCH ACRES I & S	
0173 CATTLE TRAIL ACRES I & S	

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
Century Link	Century Link 2023 Del Range Blvd, Suite 200 Cheyenne WY 82002
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

WEST CASPER COMMERCE CENTER ADDITION
SUBDIVISION AGREEMENT

This Subdivision Agreement ("Agreement") is made and entered into this 15 day of MAY, 2019, by and between the following parties:

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

2. Seven Synergy Holdings, LLC, 751 Beachcomber Blvd., Lake Havasu City, Arizona 86403 ("Owner").

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

RECITALS

A. Whenever the Public Services Director, City Engineer, Community Development Director, or other City official is mentioned in this Agreement, it shall be deemed to include their designees.

B. Owner has applied for an annexation, and a vacation and replat of Lot 1, McNamara Heights Addition, to create the West Casper Commerce Center Addition.

C. A plat of the West Casper Commerce Center Addition ("Addition") has been prepared by the Owner, and approved by the City of Casper, and shall be signed and recorded at the Natrona County Clerk's Office concurrently with this Agreement.

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

SECTION 1 – INCORPORATION OF RECITALS

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

SECTION 2 - OBLIGATIONS OF OWNER

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

2.1 Surveying:

a. All subdivision corners shall be marked with 3¼ brass caps. These caps shall show the name of the surveyor or company making the survey, and the license number of the surveyor making the survey or certifying the survey. All PLSS corners shall be properly marked for identification as to the location as per Wyoming Statutes and Rules and Regulations of the Wyoming Board of Registration for Professional Engineers and Professional Land Surveyors, shall be referenced if subject to destruction, and again shall show the proper identification and license of the certifying surveyor. A corner record shall be recorded as per Wyoming Statutes and Rules and Regulations of the Wyoming Board of Registration for Professional Engineers and Professional Land Surveyors. A copy will be provided to the City upon recordation.

b. Block and Lot corners, points of tangency (PT's) and points of curve (PC's) of all curves shall be marked by an iron pin not less than five-eighths (5/8) inches in diameter and not less than twenty-four (24) inches in length, with a brass or aluminum cap not less than 2 and one-half (2½) inches in diameter securely fastened to the top, unless otherwise impractical. These monuments will be set prior to the recording of the plat in the Office of the County Clerk unless approved by the City Surveyor.

c. Said corners shall be in place for final inspection by the Public Services Director upon completion of the sidewalk (curbwalk), or curb and gutter.

d. A digital copy of the Final Subdivision Plat shall be provided to the City, as required by the Casper Municipal Code ("Code"). No building permit shall be issued prior to the recording of the plat.

2.2 Construction Sequence:

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

2.3 Certification of Construction; Repair Obligations:

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

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

b. The Owner shall maintain, repair, and replace all improvements that fail within the warranty period as provided by the Code. This obligation includes maintenance, repair or replacement for any cause during such period, including acts of subcontractors. In the event the Owner fails to maintain, repair, or replace said improvements, City shall have the right but not the obligation, at its option, to maintain, repair, or replace the same and Owner agrees to pay for any cost incurred thereby. Maintenance, repair, or replacement by the City does not relieve the Owner from its obligation under this paragraph and shall not be construed to be an acceptance of the improvements by the City.

c. Upon issuance of a "letter of acceptance" by the Public Services Director pursuant to the Code, the City will assume ownership and the responsibility for the maintenance of the improvements. The Owner shall be responsible for the maintenance, repair and replacement of the improvements until the City issues its "letter of acceptance."

2.4 Underground Utilities and Street Lights:

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

2.5 Soils Analysis:

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

2.6 Erosion Control Program:

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

An erosion and sediment control permit shall be obtained from the Public Services Director prior to any earthwork taking place in the Addition.

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

2.7 Retaining Walls and Fences:

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

2.8 Water and Sewer:

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

a. Curb boxes shall be left behind the sidewalk in front of each lot and the Owner shall protect, during the subsequent course of developing the Addition, valve boxes and curb boxes from damage, and be wholly responsible for the repair and replacement to the Public Services Director's satisfaction of such that are damaged or destroyed. If the Owner shall fail or refuse to promptly repair or replace such boxes as required, the City may do so and charge the Owner directly for said cost. The Owner shall adjust said valve and curb boxes to finished grade, at the time the paving work is completed in the Addition.

b. The Owner shall construct the necessary water lines and appurtenances up to and through the Addition. All work shall be in accordance with plans and specifications to be prepared by the Owner's engineer and approved in writing by the Public Services Director. Water line sizes shall be as determined by the Public Services Director.

c. The Owner, at its cost, shall install water service lines in accordance with Code specifications to the property line so as to serve each lot or building site in the Addition.

d. The Owner shall construct the necessary sewer lines up to and through the Addition. All work shall be in accordance with plans and specifications to be prepared by the Owner's engineer and approved in writing by the Public Services Director. Sewer sizes shall be as determined by the Public Services Director.

e. The Owner, at its own cost, shall install sewer service lines, in accordance with Code specifications, to the property line so as to serve each lot or building site in the Addition.

f. The Owner shall protect manhole covers and rings from damage in the course of constructing the line, and shall be solely responsible for repair or replacement to the Public Services Director's satisfaction. The Owner shall adjust such manhole rings and covers to finished grade. The Owner agrees to protect and save the City harmless from any loss or claim suffered by other sewer users to their real or personal property, and from personal injury or damages by reason of obstruction or damage to the sewer lines or any part thereof occasioned by present or future construction work on said Addition by the Owner. Said obligation shall continue until the sewer line and the system within the Addition is accepted by the Public Services Director by issuance of a "letter of acceptance." Provided, however, that acceptance of part of the system shall not relieve the Owner of the obligations herein imposed for the remaining improvements that have not been accepted within said Addition.

g. Prior to the issuance of a building permit for any new structure, or prior to the issuance of a plumbing permit to connect existing buildings to the water and sewer systems, the then-existing water system investment charge (connection charge), sewer system investment charge (connection charge) and water meter charge shall be paid to the City. The Owner will also pay to the Central Wyoming Regional Water System Joint Powers Board the then current Regional Water System investment charge for each building to be served with water.

h. All necessary water and sewer easements, in forms acceptable to the City, up to and through the subdivision shall be obtained by the Owner, which grant to the City the right of ingress and egress thereto for purposes of laying out, constructing, inspecting, maintaining and replacing water lines, sewer lines, its fire hydrants and other appurtenances.

i. The Owner agrees to abide by all federal, state and local laws, rules and regulations regarding the use of its water and sewer facilities, and water and sewer service, including, but not limited to, the Federal Pretreatment Regulations and all the Code sections relating to industrial pretreatment.

j. At such time as said water and/or sewer mains are installed by the Owner and a "letter of acceptance" is issued by the Public Services Director, the City shall pursuant to the Code, reimburse the Owner twice the difference in material cost between an eight (8) inch water and/or sewer main, or larger size if required by the development, and the required oversized main pursuant to the Code, as

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

2.9 Easements for all Utilities, Bikeways and Pedestrian Pathways:

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

2.10 Street and Traffic Signs and Controls:

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

2.11 Security Requirements:

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

2.12 Record Drawings:

a. Owner shall submit "as-built" record documents for paving, drainage, water and sewer to City prior to the issuance of the certificate of occupancy. Reproducible hard copy drawings shall be in the form of one (1) set of 4 mil Mylar, 24" x 36" labeled as "Record Drawings" and dated. Record Drawings shall also be provided on electronic media in Adobe (pdf) format and in AutoCAD format or other format specified by Owner. Record documents shall be submitted on CDs, or other media as directed by Owner, labeled as "Record Drawings" and include the project name, City of Casper project number and date.

b. All digital files necessary for correct plotting of the final record drawings in the AutoCAD version, such as external references, pen assignments, images, etc. shall be provided. Any x-refs or other files that can be, shall be incorporated into the final drawings to minimize the manipulation necessary for plotting.

2.13 Completion of Infrastructure Improvements Prior to Certificate of Occupancy:

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

2.14 Other Costs in Separate Agreements:

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

2.15 Stormwater, Flooding and Letters of Map Revisions:

a. Owner shall comply with and pay for all costs associated with any Stormwater Pollution Prevention Plan, Letter of Map Revision (LOMR), or other related requirements of Wyoming DEQ, Federal Emergency Management Agency (FEMA) or any other agency that has jurisdiction over the real property in impacted by this Agreement.

b. Owner shall provide the City with copies of all Stormwater Pollution Prevention Plan elements as reviewed and approved by Wyoming DEQ; any LOMR, along with the necessary submittals to update flood mapping in accordance with FEMA requirements, and documentation of Base Flood Elevations.

c. All requirements of this section shall be met prior to issuance of a permit to construct subdivision improvements.

2.16 Other Requirements:

a. Owner shall complete the public sidewalk, to standard City of Casper construction specifications, from its current terminus along Wyoming Boulevard, to the northeast corner of the West Casper Commerce Center Addition, along with all applicable ADA ramps at crossings.

SECTION 3 - OBLIGATIONS OF CITY

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

SECTION 4 - REMEDIES

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

a. Refuse to issue any building permits or certificates of occupancy to any person, including the Owner, or its heirs, successors, assigns and grantees.

b. After written notice to the Owner of any public improvements which have not been completed or properly completed, and upon Owner's failure to cure the same within a reasonable period of time, the City may complete any and all of the public improvements required by this Agreement by itself or by contracting with a third party to do the same. In the event the City elects to complete said improvements, or contracts with a third party to do so, the Owner agrees to pay any and all costs resulting therefrom upon demand by the City.

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

SECTION 5 – GENERAL PROVISIONS

a. Successors and Assigns: The terms and conditions of this Agreement shall be binding upon the parties hereto, and shall inure to the benefit of all parties hereto and their respective heirs, successors, assigns, and grantees and shall bind and run with the real property that is the subject matter of this Agreement. The Owner shall not assign this Agreement or otherwise sub-contract its duties and responsibilities as set forth in this Agreement without the prior written consent of the City.

b. Wyoming Governmental Claims Act: The City does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statute Sections 1-39-101, et seq. The City specifically reserves the right to assert any and all immunities, rights, and defenses it may have pursuant to the Wyoming Governmental Claims Act.

c. Governing Law and Venue: This Agreement, its interpretation and enforcement shall be governed and construed in accordance with the laws of the State of Wyoming. Any litigation regarding this Agreement shall be resolved in a court of competent jurisdiction situated in Natrona County, Wyoming.

d. Complete Agreement: This Agreement shall constitute the entire understanding and agreement of the parties, and supersedes any prior negotiations, discussions or understandings.

e. Amendment: No amendment or modification of the terms of this Agreement shall be valid or enforceable unless made in writing and executed by all parties hereto.

f. Waiver: Failure on the part of either party to enforce any provision of this Agreement, or the waiver thereof, in any instance, shall not be construed as a general waiver or relinquishment on its part of any such provision, but the same shall nevertheless be and remain in full force and effect.

g. No Third-Party Beneficiary Rights: The parties to this Agreement do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to this Agreement, and shall inure solely to the benefit of the parties to this Agreement. The parties to this Agreement intend and expressly agree that only parties signatory to this Agreement shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.

h. Severability: If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid, illegal or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement.

i. Notices: Notices required or permitted to be given by a Party to the others must be in writing and either delivered in person or sent to the address shown below (or such subsequent address as may be designated by either party in writing) by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt:

Seven Synergy Holdings, LLC 751 Beachcomber Blvd. Lake Havasu City, AZ 86403	City of Casper Attn: Community Development Director 200 North David Casper, WY 82601 Fax: 307-235-8362

j. Headings: The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation thereof.

k. Survival: All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with this Agreement, as well as all continuing obligations indicated in this Agreement, will survive final payment, completion and acceptance of the services and termination or completion of the Agreement.

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

m. Authority: Each individual executing this Agreement for and on behalf of their principals hereby state that they have the requisite power and authority to enter into this Agreement and to consummate the transactions contemplated and intended hereby. Owner further states that it is authorized to transact business in the State of Wyoming, properly registered and not delinquent with the Secretary of State.

n. Term: At the time the Owner files for a permit to construct, the then applicable code provisions shall apply for the life of the permit or under an extension that is approved by the Public Services Director. If the Owner fails to file for a permit to construct at the time of platting, all applicable provisions of the Code that have changed since the execution of this Agreement shall be required of the Owner at the time of permit application, and the City at its sole discretion may require a new Subdivision Agreement and/or the replatting of property. Provided, however, Code amendments pertaining to the health and safety of the public shall be complied with by the Owner during the term of this Agreement, regardless of the validity of the permit to construct.

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

APPROVED AS TO FORM:

Walter Trauscht

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Charles Powell
Mayor

WITNESS:

By: _____

Printed Name: _____

Title: _____

OWNER
Seven Synergy Holdings, LLC

By: _____

Printed Name: R.M. HOLLOWAY

Title: MANAGER

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

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

(Seal, if any)

_____
(Signature of notarial officer)

_____
Title (and Rank)

[My Commission Expires: _____]

STATE OF Arizona)
) ss.
COUNTY OF Mohave)

This instrument was acknowledged before me on this 15TH day of May, 2019, by R.M. Holloway as the Manager of Seven Synergy Holdings, LLC.

(Seal, if any)

DEBORAH SANCHEZ
Notary Public - Arizona
Mohave County
My Comm. Expires Sep 4, 2019

[My Commission Expires: 9/4/2019]

(Signature of notarial officer)

Notary Public, Mohave County.
Title (and Rank)

RESOLUTION NO. 19-82

A RESOLUTION FINDING FACTS PURSUANT TO WYOMING STATUTE 15-1-402 REGARDING THE ANNEXATION OF A PARCEL OF FORMERLY ABANDONED WYDOT RIGHT-OF-WAY OF STATE HIGHWAY NO. 220, LOCATED WITHIN THE SE1/4SW1/4 OF SECTION 18, T.33N., R.79W., 6TH P.M. NATRONA COUNTY, WYOMING, BEING INCLUDED IN A PLAT CREATING THE WEST CASPER COMMERCE CENTER ADDITION TO THE CITY OF CASPER, NATRONA COUNTY, WYOMING

WHEREAS, the hearing to determine whether the above-described area is eligible for annexation and otherwise meets the requirements of Wyoming State Statute 15-1-402 was properly set for hearing before the Casper City Council, notice thereof being properly published and given pursuant to Wyoming State Statute 15-1-405; and,

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

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

1. The annexation of the area is for the protection of health, safety, and welfare of the persons residing in the area and in the City because public utilities, including water and/or sewer, will be made available to the property owners.

2. The urban development of the area will constitute a natural, geographical, economical, and social part of the City because the area is adjacent to properties currently located within the City limits of Casper. The area is not isolated by any natural or 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.

5. The City does not operate its own electric utility. Rocky Mountain Power Company will provide electric service for the area, as they do for the balance of the City of Casper.

6. All of the conditions required and set forth in Wyoming State Statute 15-1-402(c) exist and the required procedures for the annexation of the area have been met. An annexation report was prepared pursuant to Wyoming State Statute 15-1-402(c) and was disseminated to affected landowners and utility companies according to Wyoming Law.

7. Legal notice specifying the date, time, and place for a public hearing to determine whether or not the proposed annexation complies with Wyoming State Statute 15-1-402 was published in the Casper Star-Tribune twice, at least fifteen (15) days prior to the public hearing, and notice was given as provided by Wyoming State Statute 15-1-405.

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

APPROVED AS TO FORM:

Wallace Trembath

CITY OF CASPER, WYOMING
A Municipal Corporation

ATTEST:

Fleur D. Tremel
City Clerk

Charles Powell
Mayor

ORDINANCE NO. 9-19

AN ORDINANCE APPROVING THE ANNEXATION, PLAT AND ZONING CREATING THE WEST CASPER COMMERCE CENTER ADDITION; AND THE ASSOCIATED SUBDIVISION AGREEMENT BETWEEN THE CITY OF CASPER AND SEVEN SYNERGY HOLDINGS, LLC

WHEREAS, Seven Synergy Holdings, LLC has applied for approval of an annexation and plat of a parcel of formerly abandoned WYDOT Right-of-Way of State Highway No. 220, located within the SE1/4SW1/4 of Section 18, T.33N., R.79W., 6th P.M. Natrona County, Wyoming; and,

WHEREAS, in conjunction with the above-described annexation, the applicant has applied for a vacation and replat of Lot 1, McNamara Heights Addition, which, when combined with the area being annexed, will result in the creation of a new subdivision, the West Casper Commerce Center Addition; and,

WHEREAS, application has been made requesting C-2 (General Business) zoning for the proposed West Casper Commerce Center Addition; and,

WHEREAS, a petition requesting annexation has been signed by a majority of the landowners owning a majority of the area sought to be annexed, excluding public streets and alleys and tax exempt property, and said petition has been submitted to the City of Casper for approval pursuant to Section 15-1-403 of the Wyoming State Statutes, as amended; and,

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

WHEREAS, the City of Casper Planning and Zoning Commission recommended that the Council approve the annexation, the vacation and plat creating the West Casper Commerce Center Addition, and the zoning of the same as C-2 (General Business), following a public hearing on February 21, 2019.

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

SECTION 1:
The annexation of a parcel of formerly abandoned WYDOT Right-of-Way of State Highway No. 220, located within the SE1/4SW1/4 of Section 18, T.33N., R.79W., 6th P.M. Natrona County, Wyoming, 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 vacation and plat creating the West Casper Commerce Center Addition is hereby approved.

SECTION 3:
The Subdivision Agreement between the City of Casper and Seven Synergy Holdings, LLC is hereby approved, and the Mayor is hereby authorized, and directed to execute, and the City Clerk to attest, said Agreement.

SECTION 4:
The West Casper Commerce Center Addition is hereby zoned C-2 (General Business).

SECTION 5:
This ordinance shall, pursuant to W. S. § 15-1-408, be in full force and effect on the 21st business day following third reading approval by the City Council, and following publication.

PASSED on 1st reading the 16th day of April, 2019.

PASSED on 2nd reading the 7th day of May, 2019.

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

APPROVED AS TO FORM:

Walter Trembath II

CITY OF CASPER, WYOMING
A Municipal Corporation

ATTEST:

Fleur D. Tremel
City Clerk

Charles Powell
Mayor

ORDINANCE NO. 8-19

AN ORDINANCE APPROVING THE VACATION OF A PORTION OF SOUTH ELM STREET, BETWEEN WEST COLLINS AVENUE AND WEST 8TH STREET

WHEREAS, the Natrona County School District has requested the vacation of a portion of South Elm Street, located between West Collins Avenue and West 8th Street; and,

WHEREAS, the portion of South Elm Street proposed for vacation is undeveloped, platted right-of-way underlying the Natrona County High School football stadium/field; and,

WHEREAS, a petition containing the signatures of a majority of the owners who own a majority of the property abutting the segments of the street proposed to be vacated and extending 300 feet in all directions from the street to be vacated has been submitted to the City as provided by W.S. §15-4-305; and,

WHEREAS, Natrona County School District has submitted signed consents to release and abandon the utility easement associated with said portion of South Elm Street from all of Casper's utility companies; and,

WHEREAS, the City of Casper has determined that said portion of South Elm Street, West 8th Street can be vacated without adversely impacting utility services and traffic circulation within the area; and,

WHEREAS, it is the desire of the governing body of the City of Casper to approve said vacation of a portion of South Elm Street as public right-of-way.

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

SECTION 1:

That the vacation of a portion of South Elm Street, as set forth in Exhibits "A" and "B", which by reference herein are made a part of this ordinance, is hereby approved and vacated.

SECTION 2:

That the vacated portion of South Elm Street, as described in Exhibit "A" and illustrated in Exhibit "B", shall revert to the adjoining land owners as provided by law.

SECTION 3:

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

PASSED on 1st reading the 16th day of April, 2019.

PASSED on 2nd reading the 7th day of May, 2019.

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

APPROVED AS TO FORM:

Walter Trenk IV

CITY OF CASPER, WYOMING
A Municipal Corporation

ATTEST:

Fleur D. Tremel
City Clerk

Charles Powell
Mayor

WLC
ENGINEERING • SURVEYING
WWW.WLCWYO.COM

CASPER
200 PRONGHORN
CASPER, WY 82601
P: 307-266-2524

June 20, 2018

Natrona School District No. 1
970 N. Glenn Road
Casper, WY 82601

W.O. No.: 14210

Description: (S. Elm Street Vacation – 0.73 Acres)

A Parcel located in and being all of South Elm Street lying between West Collins Drive and Vacated West 8th Street, Casper, Wyoming and located in the SE1/4NW1/4, Section 9, Township 33 North, Range 79 West of the Sixth Principal Meridian, Natrona County, Wyoming and being more particularly described by metes and bounds as follows:

Beginning at the northwesterly corner of the Parcel being described and the northeasterly corner of Lot 15, Block 90, City of Casper, Wyoming and also a point of intersection of the westerly line of South Elm Street with the southeasterly line of West Collins Drive; thence from said Point of Beginning and along the northwesterly line of said Parcel and South Elm Street and the southeasterly line of said West Collins Drive, N.63°19'21"E., 66.74 feet to the northeasterly corner of said Parcel and South Elm Street and the northwesterly corner of Block 82, City of Casper, Wyoming; thence along the easterly line of said Parcel and South Elm Street and the westerly line of said Block 82, vacated West 7th Street and Block 83, City of Casper, Wyoming, S.0°42'53"E., 545.03 feet to the southeasterly corner of said Parcel and the southwesterly corner of said Block 83 and a point in and intersection with the northerly line of vacated West 8th Street; thence along the southerly line of said Parcel and South Elm Street and the northerly line of said vacated West 8th Street, S.89°17'15"W., 60.00 feet to the southwesterly corner of said Parcel and southeasterly corner of Block 90, City of Casper, Wyoming; thence along the westerly line of said Parcel and South Elm Street and the easterly line of said Block 90, N.0°42'53"W., 515.81 feet to the Point of Beginning and containing 0.73 acres, more or less, as set forth by the plat attached and made a part hereof.

EXHIBIT
A

WLC ENGINEERING AND SURVEYING

200 PRONGHORN STREET, CASPER, WYOMING 82601

FOR

Client NATRONA COUNTY SCHOOL DISTRICT NO. 1 Address 970 N. GLENN ROAD

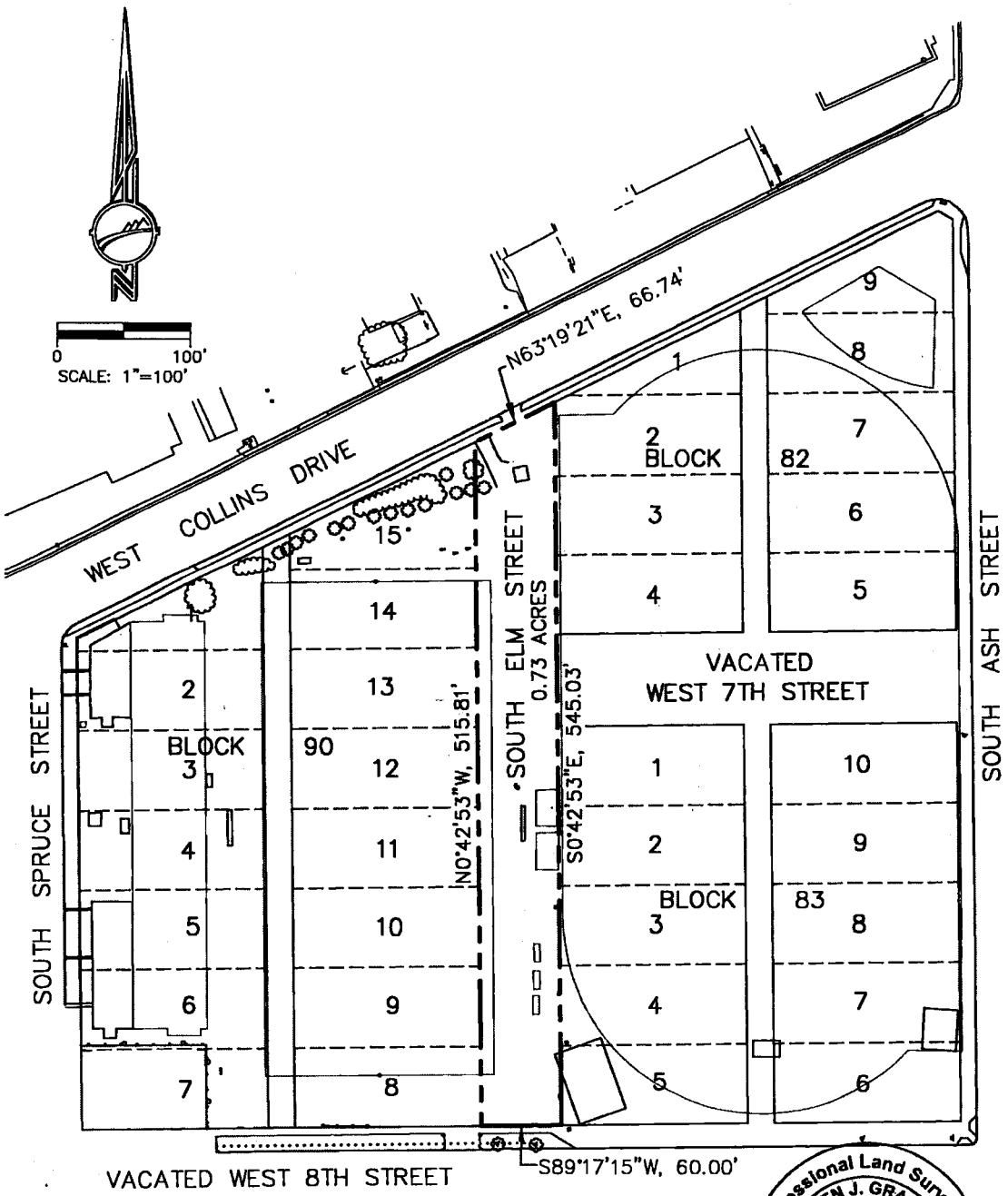
City CASPER State WYOMING Zip 82601

PROPERTY LOCATION PLAT

SE1/4NW1/4 Section 9 , T. 33 N., R. 79 W., 6th Principal Meridian, Wyoming

Lot _____ Block _____ Subdivision CITY OF CASPER

City CASPER County NATRONA State WYOMING



Professional Land Surveyor
STEVEN J. GRANGER
15092
Date 6/21/18
WYOMING

Date: 6-20-18
W.O. No. 14210
Book No. ____, Pg. ____
Drawn By: KRM
Acad File: NCHS ELM STREET VACATION EXHIBIT

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EXHIBIT B

ORDINANCE NO. 10-19

AN ORDINANCE AMENDING A PORTION OF CHAPTER 10.36.031--MOBILE VENDOR PARKING

WHEREAS, the current Casper Municipal Code regarding the Mobile Vendor Parking requires a correction to allow the reservation of parking spots; and,

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That Section 10.36.031(c)(8) is amended as follows:

Section 10.36.031(C)(8) shall be amended to remove a line and insert a line which reads:

"Signs informing the public, of the reserved spacing pursuant to a MVPP, may be posted on the curb or sidewalk of reserved street parking spaces, ~~but such signs cannot be displayed until 30 minutes before the start time of the permit.~~ and the City Manager, or his or her designee, shall determine the earliest time that the sign may be placed."

This Ordinance shall become effective on _____, 2019.

PASSED on 1st reading the 7th day of May, 2019.

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

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

APPROVED AS TO FORM:

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Charles Powell
Mayor

ORDINANCE NO. 11-19

AN ORDINANCE AMENDING PORTIONS OF CHAPTER 15.40 – INTERNATIONAL FIRE CODE OF THE CASPER MUNICIPAL CODE

WHEREAS, the current Casper Municipal Code regarding The International Fire Code requires a technical correction and amendment for consistency;

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That Sections 15.40.010 and 15.40.080 of the Casper Municipal Code are hereby amended as follows:

Section 15.40.010, shall have inserted after the phrase "amended by Section 15.40.70" the phrase "and 15.40.080".

Therefore, Section 15.40.010 shall state:

"Pursuant to the authority granted by Wyoming Statutes Section 15-1-119, as amended, there is adopted by the city, for the purpose of prescribing regulations governing conditions hazardous to life and property from fire or explosion, that certain code known as the International Fire Code, published by the International Code Council being particularly the 2018 Edition thereof, including B, C, D, F, H, and I, save and except such portions are hereinafter deleted, modified, or amended by Section 15.40.070 and 15.40.080 of this chapter, hereinafter referred to as the International Fire Code. A copy of the International Fire Code is on file in the office of the city clerk and the office of the fire chief of the city."

Section 15.40.080 shall be amended to add a new section "E." which shall read:

E. Chapter 319.1 General to be amended to read:

"Mobile food preparation vehicles, food stand, push carts or trailers that are equipped with appliances that produce smoke or grease-laden vapors shall comply with this section."

This Ordinance shall be effective _____, 2019.

PASSED on 1st reading the 7th day of May, 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:

CITY OF CASPER, WYOMING
A Municipal Corporation

ATTEST:

Fleur D. Tremel
City Clerk

Charles Powell
Mayor

ORDINANCE NO. 12-19

AN ORDINANCE AMENDING CHAPTER 12.24.030
OF THE CASPER MUNICIPAL CODE

WHEREAS, the current Casper Municipal Code regarding sidewalk obstructions requires updating; and,

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That Chapter 12.24.030 of the Casper Municipal Code is hereby amended as follows:

Paragraph B shall be amended with the addition of the following at the end of Paragraph B:

.... "or to authorize a non-permanent modification of the sidewalk or a portion thereof by the adjacent property owner for purposes of public safety and upon written agreement with the property owner and City Council approval."

This Ordinance shall be effective _____, 2019.

PASSED on 1st reading the 7th day of May, 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:

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Charles Powell
Mayor

May 8, 2019

MEMO TO: J. Carter Napier, City Manager JCN

FROM: Liz Becher, Community Development Director LB
Aaron Kloke, MPO Supervisor

SUBJECT: Bicycle and Pedestrian Safety Campaigns

Meeting Type & Date: Regular Council Meeting, May 21, 2019.

Action Type: Resolution

Recommendation:
That Council, by resolution, approve the City of Casper's Contract for Professional Services with Hinge Studio Marketing and Communication, LLC, a firm based in Casper, Wyoming, for Trail, Bicycle, and Pedestrian Summer Safety Campaigns, in an amount not to exceed $3,900.

Summary:
The Casper Area Trails, Path and Bikeway Plan was adopted in 2013 and is a regional vision for a comprehensive and connected bicycle and pedestrian network that is safe, comfortable, and convenient for people of all ages and abilities. The Plan, which was commissioned and funded by the Casper Area Metropolitan Planning Organization (MPO), builds upon previous planning and ongoing infrastructure implementation efforts to identify gaps and barriers to walking and biking in the Casper Area, and recommends both infrastructural improvements, as well as policies, programs, and practices that support these modes. One of the key programs to support these modes was safety training and public education to promote awareness and best safety practices.

At its March 14, 2019 meeting, the MPO Policy Committee dedicated $25,000 to be used for public outreach and safety related training and to partner with the Platte River Trails Trust in order to carry out this program.

The proposed project will include:

Trail Safety Campaign

- Assist with development of key trail safety messages such as "Stay to the Right", "Warn Before Passing", and "All Dogs Must Be on Leash", etc.
- Campaign graphic design for social media outreach
- Provide print ready designs for temporary trail sign for the summer season
- Digital graphic design for Trib.com, OilCity.news, and other media sources.
- 1 Facebook Ad development
- 6 social media posts for Platte River Trails Trust
- 1 Press Release

Bike & Pedestrian Safety Campaign (Beyond Trails)

- Development of Safety Campaign Goals, Approach, and Methods
    - Explore the use of existing national campaigns versus the creation of in-house campaign.
    - Identify digital, traditional, and new creative ways to reach the public about bicycle and pedestrian awareness.
- Graphic design, to be used for posters and handouts
- Campaign graphic design for social media outreach
- Digital graphic design for Trib.com, OilCity.news, and other media sources
- 1 Facebook Ad development
- 6 social media posts for Casper Area Metropolitan Planning Organization
- 1 Press Release

The proposed project is expected to be complete by August 2019.

Financial Considerations:
Funding for this project comes from the Casper Area Metropolitan Planning Organization (MPO), including federal monies and contributions from member agencies. The Casper Area Metropolitan Planning Organization Policy Committee approved the funding of $25,000 of MPO Programs and Projects funds from the federal Consolidated Planning Grant for this project on March 14, 2019. The proposed contract shall not exceed $3,900. The remaining funds have been set aside for future training, which is not included in this contract.

Oversight/Project Responsibility:
Aaron Kloke, MPO Supervisor, has been tasked with overseeing this project.

Attachments:
Resolution, Contract for Professional Services

CONTRACT FOR PROFESSIONAL SERVICES

PART I - AGREEMENT

THIS AGREEMENT is entered into on this 21st day of May, 2019, by and between the City of Casper, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming, 82601 hereinafter referred to as the "Owner," and Hinge Studio Marketing and Communications, LLC, 1754 Brigham Young Street, Casper, Wyoming 82604, hereinafter referred to as the "Consultant."

WITNESSETH:

WHEREAS, pursuant to this Agreement, Owner is undertaking professional services for a Bicycle and Pedestrian Safety Campaign, hereinafter referred to as the "Project"; and,

WHEREAS, Owner desires to retain the Consultant to render certain professional services to complete the necessary work for the Project; and,

WHEREAS, Consultant represents that it is prepared to provide such services.

NOW, THEREFORE, in consideration of the covenants and conditions set forth herein the parties agree as follows:

I. SCOPE OF SERVICES.

A. The Consultant agrees to perform all the services hereunder, using reasonable skill and judgment in accordance with sound business and professional standards. The Consultant agrees to keep the Owner thoroughly informed of its progress through monthly written reports. The Consultant shall also maintain accurate records of hours dedicated to each task by each employee relating to its services in connection with this project as required by the Owner to be presented with each request for payment.

B. Subject to the sub-contractor limitations of Part II, Paragraph YY of this Agreement, the Consultant agrees to perform, directly or by association with such other consultants or contractors as it may deem necessary to further the interest of the Owner, the services as set forth in Exhibit "A" (Scope of Services) which is attached hereto and hereby made a part of this Agreement. Minor adjustments in the emphasis and scope of each task may be made by mutual written agreement between the Owner and the Consultant.

II. TIME OF PERFORMANCE:

A. The Consultant agrees to begin work on the Project following receipt of a written notice to proceed from the Owner.

B. The Project shall be completed on or before September 30, 2019.

III. COMPENSATION:

In consideration of the performance of services rendered under this Agreement, the Consultant shall be compensated for services performed in accordance with this Agreement, not to exceed a fee of Three Thousand Nine Hundred Dollars ($3,900). Consultant's hourly rates used as a basis for payment mean salaries and wages (basic and incentive) paid to all Consultant's personnel engaged directly on the Project, plus the total cost of customary and statutory benefits, overhead, and fee (profit). Invoices shall be accepted on a monthly basis for services provided in the prior month.

IV. METHOD OF PAYMENT:

Payment will be made following completion of the terms set forth herein and receipt of an itemized invoice, certified under penalty of perjury, from the Consultant for services rendered in conformance with the Agreement, and following approval by the Casper City Council. The invoice for payment must specify the correct amount due; that the Consultant has performed the services rendered under this Agreement, in conformance with the Agreement, and that it is entitled to receive the amount requested under the terms of the Agreement. Invoices will be payable within forty-five (45) days of receipt or Owner shall pay interest from the forty-fifth day at the rate of one and one-half percent (1.5%) per month on the unpaid balance until the account is paid in full, unless a good faith dispute exists as to the agency's obligation to pay all or a portion of the account.

If amounts owed by the Consultant to the City for any goods, services, licenses, permits or any other items or purpose remain unpaid beyond the City's general credit policy, those amounts may be deducted from the payment being made by the City to the Consultant pursuant to this Agreement.

V. TERMS AND CONDITIONS:

This Agreement is subject to and incorporates the provisions attached hereto as PART II - GENERAL TERMS AND CONDITIONS. The following additional Exhibits, as attached hereto are also incorporated herein at this point as if fully set forth as part of this Agreement:

Exhibit A: Scope of Services, Project Budget, and Schedule

Exhibit B: MPO Policy Committee Approval

Exhibit C: Notice to Contractor Compliance with Title VI of the Civil Rights Act of 1984 for Federal Aid Projects

Exhibit D: Certification of Contractor

Exhibit E: Certification of Agent

Exhibit F: Certification of Suspension or Debarment

VI. EXTENT OF AGREEMENT:

This Agreement represents the entire and integrated Agreement between the Owner and the Consultant, and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by the Owner and Consultant with the prior written approval of the Owner.

IN WITNESS WHEREOF, the Owner and the Consultant have executed this Agreement as of the date first above written.

APPROVED AS TO FORM:

Walter Trombetta

ATTEST:

Fleur D. Tremel
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation, as Owner:

Charles Powell
Mayor

WITNESS:

By: Dee Hardy

Printed name: Dee Hardy

Title: Admin. Support Tech

Hinge Studio Marketing and Communications, LLC as Consultant:

By: Leah Beeb Varela

Printed name: Leah Beeb Varela

Title: Partner

A. **Assumption of Risk.** The Consultant shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to the Consultant's failure to comply with state or federal requirements. Owner shall notify the Consultant of any state or federal determination of noncompliance.

B. **Conflict of Interest.** Per 2 CFR 200.112, the Consultant must disclose in writing any potential conflict of interest to Owner including financial or other personal interests.

C. **Environmental Policy Acts.** The Consultant agrees all activities under this Agreement will comply with the Clean Air Act, the Clean Water Act, the National Environmental Policy Act, and other related provisions of federal environmental protection laws, rules or regulations.

D. **Human Trafficking.** As required by 22 U.S.C. § 7104(g) and 2 CFR Part 175, this Agreement may be terminated without penalty if a private entity that receives funds under this Agreement:

   a. Engages in severe forms of trafficking in persons during the period of time that the award is in effect;

   b. Procures a commercial sex act during the period of time that the award is in effect; or

   c. Uses forced labor in the performance of the award or subawards under the award.

E. **Kickbacks.** The Consultant certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this Agreement, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Agreement. If Consultant breaches or violates this warranty, the Owner may, at its discretion, terminate this Agreement without liability to the Owner, or deduct from the agreed upon price or consideration, or otherwise recover, the full amount of any gratuity, kickback, commission, percentage, brokerage, or contingency fee.

F. **Limitations on Lobbying Activities.** By signing this Agreement, the Consultant certifies and agrees that, in accordance with P.L. 101-121, payments made from a federal grant shall not be utilized by the Consultant or its subcontractors in connection with lobbying member(s) of Congress, or any federal agency in connection with the award of a federal grant, contract, cooperative agreement, or loan.

G. **Mandatory Disclosures.** Per 2 CFR 200.113, the Consultant must disclose, in a timely manner, in writing to the Owner, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting this award. Failure to make required disclosures can result in remedies for noncompliance including suspension or debarment.

H. **Monitoring Activities.** The Owner shall have the right to monitor all activities related to this Agreement that are performed by the Consultant or its subcontractors. This shall include, but not be limited to, the right to make site inspections at any time and with reasonable notice; to bring experts and consultants on site to examine or evaluate completed work or work in progress; to examine the books, ledgers, documents, papers, and records pertinent to this Agreement; and, to observe personnel in every phase of performance of the related work.

I. **Nondiscrimination.** The Consultant shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105, *et seq.*), the Americans with Disabilities Act (ADA), 42 U.S.C. § 12101, *et seq.*, and the Age Discrimination Act of 1975 and any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this Agreement.

J. **No Finder's Fees.** No finder's fee, employment agency fee, or other such fee related to the procurement of this Agreement, shall be paid by either party.

K. **Publicity.** Any publicity given to the program or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Consultant and related to the services and work to be performed under this Agreement, shall identify the Owner as the sponsoring agency and shall not be released without prior written approval of the Owner.

L. **Suspension and Debarment.** By signing this Agreement, the Consultant certifies that neither it nor its principals/agents are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction or from receiving federal financial or nonfinancial assistance, nor are any of the participants involved in the execution of this Agreement suspended, debarred, or voluntarily excluded by any federal department or agency in accordance with Executive Order 12549 (Debarment and Suspension), 44 CFR Part 17, or 2 CFR Part 180, or are on the debarred, or otherwise ineligible, vendors lists maintained by the federal government. Further, the Consultant agrees to notify the Owner by certified mail should it or any of its principals/agents become ineligible for payment, debarred, suspended, or voluntarily excluded from receiving federal funds during the term of this Agreement.

M. **Administration of Federal Funds.** The Consultant agrees its use of the funds awarded herein is subject to the Uniform Administrative Requirements of 2 CFR Part 200, *et seq.*; any additional requirements set forth by the federal funding agency; all applicable regulations published in the Code of Federal Regulations; and other program guidance as provided to it by the Owner.

N. **Copyright License and Patent Rights.** The Consultant acknowledges that federal grantor, the State of Wyoming, and the Owner reserve a royalty-free, nonexclusive, unlimited, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for federal and state government purposes: (1) the copyright in any work developed under this Agreement; and (2) any rights of copyright to which the Consultant purchases ownership using funds awarded under this Agreement. The Consultant must consult with the Owner regarding any patent rights that arise from, or are purchased with, funds awarded under this Agreement.

O. **Federal Audit Requirements**. The Consultant agrees that if it expends an aggregate amount of seven hundred fifty thousand dollars ($750,000.00) or more in federal funds during its fiscal year, it must undergo an organization-wide financial and compliance single audit. The Consultant agrees to comply with the audit requirements of the U.S. General Accounting Office Government Auditing Standards and Audit Requirements of 2 CFR Part 200, Subpart F. If findings are made which cover any part of this Grant, the Consultant shall provide one (1) copy of the audit report to the Owner and require the release of the audit report by its auditor be held until adjusting entries are disclosed and made to the Owner's records.

P. **Non-Supplanting Certification**. The Consultant hereby affirms that federal grant funds shall be used to supplement existing funds, and shall not replace (supplant) funds that have been appropriated for the same purpose. The Consultant should be able to document that any reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds under this Agreement.

Q. **Program Income.** The Consultant shall not deposit grant funds in an interest bearing account without prior approval of the Owner. Any income attributable to the grant funds distributed under this Agreement must be used to increase the scope of the program or returned to Owner.

R. **Amendments.** Any changes, modifications, revisions, or amendments to this Agreement which are mutually agreed upon by the parties to this Agreement shall be incorporated by written instrument, executed and signed by all parties to this Agreement.

S. **Applicable Law, Rules of Construction, and Venue**. The construction, interpretation, and enforcement of this Agreement shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms "hereof,"

"hereunder," "herein," and words of similar import, are intended to refer to this Agreement as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming if the State of Wyoming is a named or joined party, otherwise venue shall be 7th Judicial District, Natrona County, Wyoming.

T. **Assignment/Agreement Not Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this Agreement without the prior written consent of the other party. The Consultant shall not use this Agreement, or any portion thereof, for collateral for any financial obligation without the prior written permission of the Owner.

U. **Audit/Access to Records.** The Owner and its representatives shall have access to any books, documents, papers, electronic data, and records of the Consultant which are pertinent to this Agreement. The Consultant shall immediately, upon receiving written instruction from the Owner, provide to any independent auditor or accountant all books, documents, papers, electronic data, and records of the Consultant which are pertinent to this Agreement. The Consultant shall cooperate fully with any such independent auditor or accountant during the entire course of any audit authorized by the Owner.

V. **Availability of Funds.** Each payment obligation of the Owner is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation and which may be limited for any reason including, but not limited to, congressional, legislative, gubernatorial, or administrative action. If funds are not allocated and available for continued performance of the Agreement, the Agreement may be terminated by the Owner at the end of the period for which the funds are available. The Owner shall notify the Consultant at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the Owner in the event this provision is exercised, and the Owner shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

W. **Award of Related Agreements.** The Owner may award supplemental or successor Agreements for work related to this Agreement. The Consultant shall cooperate fully with other contractors and the Owner in all such cases.

X. **Certificate of Good Standing.** The Consultant shall provide to the Owner a Certificate of Good Standing verifying compliance with all applicable unemployment insurance and workers' compensation programs before and during performance of work under this Agreement, if applicable.

Y. **Compliance with Laws.** The Consultant shall keep informed of and comply with all applicable federal, state, and local laws and regulations, and all federal grant requirements and executive orders in the performance of this Agreement.

Z. **Confidentiality of Information.** All documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Consultant in the performance of this Agreement shall be kept confidential by the Consultant unless written permission is granted by the Owner for its release. If and when the Consultant receives a request for information subject to this Agreement, the Consultant shall notify the Owner within ten (10) days of such request and shall not release such information to a third party unless directed to do so by the Owner, or a court of competent jurisdiction.

AA. **Entirety of Agreement.** This Agreement, consisting of sixteen (16) pages; Exhibit A, Scope of Services, Project Budget, and Project Schedule, consisting of nine (9) pages; Exhibit B, MPO Policy Committee Approval, consisting of one (1) page; Exhibit C, Notice to Contractor – Compliance with Title VI of the Civil Rights Act of 1984 for Federal-Aid Contracts, consisting of two (2) pages; Exhibit D, Certification of Contractor, consisting of one (1) page; Exhibit E, Certificate of Agent, consisting of one (1) page; and Exhibit F, Certification of Suspension or Debarment, consisting of one (1) page, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this Agreement and the language of any attachment or document incorporated by reference, the language of this Agreement shall control.

BB. **Ethics.** The Consultant shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, *et seq.*) and any and all ethical standards governing the Consultant's profession.

CC. **Extensions.** Nothing in this Agreement shall be interpreted or deemed to create an expectation that this Agreement will be extended beyond the term described herein. Any extension of this Agreement shall be initiated by the Owner and shall be accomplished through a written amendment between the parties entered into before the expiration of the original Agreement or any valid amendment thereto, and shall be effective only after it is reduced to writing and executed by all parties to the Agreement.

DD. **Force Majeure.** Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature

of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.

EE. **Indemnification.** The Consultant shall release, indemnify, and hold harmless the Owner and the State of Wyoming, and their officers, agents, employees, successors, and assignees from any and all claims, lawsuits, losses, and liability arising out of the Consultant's failure to perform any of the Consultant's duties and obligations hereunder or in connection with the negligent performance of the Consultant's duties or obligations, including, but not limited to, any claims, lawsuits, losses, or liability arising out of the Consultant's negligence or other tortious conduct.

FF. **Independent Contractor.** The Consultant shall function as an independent contractor for the purposes of this Agreement and shall not be considered an employee of the Owner and the State of Wyoming for any purpose. Consistent with the express terms of this Agreement, the Consultant shall be free from control or direction over the details of the performance of services under this Agreement. The Consultant shall assume sole responsibility for any debts or liabilities that may be incurred by the Consultant in fulfilling the terms of this Agreement and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Agreement. Nothing in this Agreement shall be interpreted as authorizing the Consultant or its agents or employees to act as an agent or representative for or on behalf of the Owner and the State of Wyoming or to incur any obligation of any kind on the behalf of the Owner and the State of Wyoming. The Consultant agrees that no health/hospitalization benefits, workers' compensation, unemployment insurance, or similar benefits available to State of Wyoming employees will inure to the benefit of the Consultant or the Consultant's agents or employees as a result of this Agreement.

GG. **Notices.** All notices arising out of, or from, the provisions of this Agreement shall be in writing either by regular mail or delivery in person at the addresses provided under this Agreement.

HH. **Notice of Sale or Transfer.** The Consultant shall provide the Owner with notice of any sale, transfer, merger, or consolidation of the assets of the Consultant. Such notice shall be provided in accordance with the notices provision of this Agreement and, when possible and lawful, in advance of the transaction. If the Owner determines that the sale, transfer, merger, or consolidation is not consistent with the continued satisfactory performance of the Consultant's obligations under this Agreement, then the Owner may, at its discretion, terminate or renegotiate the Agreement.

II. **Ownership and Destruction of Documents/Information.** The Owner owns all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Consultant in the performance of this Agreement. Upon termination of services, for any reason, the Consultant agrees to return all such

original and derivative information/documents to the Owner in a useable format. In the case of electronic transmission, such transmission shall be secured. The return of information by any other means shall be by a parcel service that utilizes tracking numbers. Upon the Owner's verified receipt of such information, the Consultant agrees to physically and electronically destroy any residual Owner-owned data, regardless of format, and any other storage media or areas containing such information. The Consultant agrees to provide written notice to the Owner confirming the destruction of any such residual Owner-owned data.

JJ. **Patent or Copyright Protection.** The Consultant recognizes that certain proprietary matters or techniques may be subject to patent, trademark, copyright, license, or other similar restrictions, and warrants that no work performed by the Consultant or its subcontractors will violate any such restriction. The Consultant shall defend and indemnify the Owner for any violation or alleged violation of such patent, trademark, copyright, license, or other restrictions.

KK. **Prior Approval.** This Agreement shall not be binding upon either party, no services shall be performed, and the Wyoming State Auditor shall not draw warrants for payment, until this Agreement has been fully executed, approved as to form by the Office of the Attorney General, filed with and approved by A&I Procurement, and approved by the Governor of the State of Wyoming, or his designee, if required by Wyo. Stat. § 9-2-1016(b)(iv).

LL. **Insurance & Indemnification.** 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.

A. 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. 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.

B. *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.

C. *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 Dat*e 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.

11. The Owner May Insure for Contractor.
    The Owner or the State may, at the Owner's or State's option, purchase and maintain, at the expense of the Consultant, such insurance in the name of the Consultant as the Owner or the State may deem proper and may deduct the cost of taking out and maintaining such insurance from any sums which may be due or become due to the Consultant under this Agreement.

D. 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.

MM. **Severability.** Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.

NN. **Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-101 *et seq.*, the State of Wyoming and the Owner expressly reserve sovereign and governmental immunity by entering into this Agreement and specifically retain all immunities and defenses available to them. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign and governmental immunity. The parties further acknowledge that there are constitutional and statutory limitations on the authority of the Owner or the State of

Wyoming and its agencies or instrumentalities to enter into certain terms and conditions supplied by the Consultant, including, but not limited to, the following: liability for damages; choice of law; conflicts of law; venue and forum-selection clauses; defense or control of litigation or settlement; liability for acts or omissions of third parties; payment of attorneys' fees or costs; additional insured provisions; dispute resolution, including, but not limited to, arbitration; indemnification of another party; and confidentiality. Any such provisions in the Agreement, or in any attachments or documents incorporated by reference, will not be binding on the Owner or the State of Wyoming except to the extent authorized by the laws and Constitution of the State of Wyoming. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign or governmental immunity. The parties agree that any ambiguity in this Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to sovereign immunity shall be construed in favor of sovereign or governmental immunity.

OO. **Taxes.** The Consultant shall pay all taxes and other such amounts required by federal, state, and local law, including, but not limited to, federal and social security taxes, workers' compensation, unemployment insurance, and sales taxes.

PP. **Termination of Agreement.** This Agreement may be terminated, without cause, by the Owner upon thirty (30) days' written notice. This Agreement may be terminated by the Owner immediately for cause if the Consultant fails to perform in accordance with the terms of this Agreement.

If at any time during the performance of this Agreement, in the opinion of the Owner, the work is not progressing satisfactorily or within the terms of this Agreement, then, at the discretion of the Owner and after written notice to the Consultant, the Owner may terminate this Agreement or any part of it. As of the termination date, the Consultant will be entitled to a pro rata payment for all work accomplished and accepted by the Owner; however, the Consultant shall be liable to the Owner for the entire cost of replacement services for the duration of the Agreement term.

QQ. **Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties, and obligations contained in this Agreement shall operate only between the parties to this Agreement and shall inure solely to the benefit of the parties to this Agreement.

RR. **Time is of the Essence.** Time is of the essence in all provisions of this Agreement.

SS. **Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Agreement.

TT. **Waiver.** The waiver of any breach of any term or condition in this Agreement shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.

UU. **Personnel.** The Consultant represents that it has, or will secure, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of the City of Casper or the Casper Area Metropolitan Planning Organization. All of the services required hereunder shall be performed by the Consultant, or under its supervision, and all personnel engaged in the work shall be fully qualified. All personnel employed by Consultant shall be employed in conformity with applicable state or federal laws

VV. **Personnel Changes.** The City of Casper reserves the right to re-negotiate or terminate the Agreement if there is a change in 33% or more of the Consultant's key personnel or with any change with the Consultant's Project Manager. In addition, the City may remove any key personnel from the Consultant's team if that person is deemed unsuitable or a hindrance to the cooperative completion of the project.

WW. **Technical.** The Consultant shall provide a single point of contact to address technical issues and the distribution and receipt of data. Likewise, the City will provide a single technical contact to assure follow-through on deliverables. All GIS-based data will be disseminated and returned by Consultant in a standardized format (as defined by City IT Staff) that can easily be integrated with existing City of Casper data.

XX. **Wyoming Governmental Claims Act.** The Owner does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 *et seq.*, and the Owner specifically reserve the right to assert any and all rights, immunities, and defenses it may have pursuant to the Wyoming Governmental Claims Act.

YY. **Subconsultant.** The Consultant shall not employ any Subconsultant or Subcontractor to perform any services in the scope of this Project, unless said Subconsultant or Subcontractor is approved in writing by the Owner. Said Subconsultant shall be paid by the Consultant.

ZZ. **Assignability.** The Consultant shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the Owner: provided, however, that claims for money due or to become due the Consultant under this Agreement may be assigned to a bank, trust company, or other financial institution, or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer shall be furnished to the Owner.

AAA. **Equal Employment Opportunity.** In carrying out the program, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. The Consultant shall take affirmative action to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, or disability. Such action shall include, but not be limited to the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the government setting forth the provisions of this nondiscrimination clause. The Consultant shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or disability.

BBB. **Ownership of Project Materials.** It is agreed that all finished or unfinished documents, data, studies, surveys, graphics, drawings, maps, models, photographs, films, duplicating plates, and reports prepared by the Consultant under this Agreement shall be considered the property of the Owner, and upon completion of the services to be performed, they will be turned over to the Owner provided that, in any case, the Consultant may, at no additional expense to the Owner, make and retain such additional copies thereof as Consultant desires for its own use; and provided further, that in no event may any of the documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, or other reports retained by the Consultant be released to any person, agency, corporation, or organization without the written consent of the Owner. Consultant shall not be liable for any modifications to documents prepared by Consultant which are made without its advice after delivery of such documents to Owner, nor shall Consultant be liable for their use by Owner without Consultant's consent in other projects.

CCC. **Findings Confidential.** All reports, information, data, etc., given to or prepared, or assembled by the Consultant under this Agreement, shall be deemed confidential and none shall be made available to any individual or organization by the Consultant without the prior written consent of the Owner.

DDD. **Governing Law.** This Agreement has been executed by the parties hereto on the day and year first above written and shall be governed by the laws of the State of Wyoming. The Consultant shall also comply with all applicable laws, ordinances, and codes of the federal, state, or local governments and shall not trespass on any public or private property in performing any of the work embraced by this Agreement.

EEE. **Intent.** Consultant represents that it has read and agrees to the terms of this Agreement and further agrees that it is the intent of the parties that Consultant shall perform all of

the services to be provided for the compensation set forth in this Agreement. Consultant also agrees that it is the specific intent of the parties, and a material condition of this Agreement, that it shall not be entitled to compensation for other services rendered unless specifically authorized by the Owner. Consultant agrees that it has made a careful examination of the services to be rendered, and that the Agreement price is adequate compensation for all the services to be rendered under the terms of this Agreement.

FFF. **Pass Through Provisions.** Federal law requires the Consultant to include all relevant special provisions of this Agreement in every subcontract awarded over ten thousand dollars ($10,000.00) so that such provisions are binding on each subcontractor.

EXHIBIT "A"

SCOPE OF SERVICES

Trail Safety Campaign – Platte River Trails Trust

Deliverables

- Assist with development of key trail safety messages such as "Stay to the Right", "Warn Before Passing", and "All Dogs Must Be on Leash", etc.
- Campaign graphic design for social media outreach
- Provide print ready designs for temporary trail sign for the summer season
- Digital graphic design for Trib.com, OilCity.news, and other media sources.
- 1 Facebook Ad development
- 6 social media posts for Platte River Trails Trust
- 1 Press Release

Timeline

- May 7: Contract in place
- May 8: Client Meeting
- June 3: Provide materials needed for key June 14 and June 15 events
  Begin posting of social media, to conclude mid-August
- June 3: Completion of design work
- Mid-August: Summer trail safety campaign concluded

Bike & Pedestrian Safety Campaign (Beyond Trails) – MPO

Deliverables

- Development of Safety Campaign Goals, Approach, and Methods
  - Explore the use of existing national campaigns versus the creation of in-house campaign.
  - Identify digital, traditional, and new creative ways to reach the public about bicycle and pedestrian awareness.
- Graphic design, to be used for posters and handouts
- Campaign graphic design for social media outreach
- Digital graphic design for Trib.com, OilCity.news, and other media sources
- 1 Facebook Ad development
- 6 social media posts for Casper Area Metropolitan Planning Organization
- 1 Press Release

Timeline

- May 7: Contract in place
- May 8: Client Meeting
- May 31: Completion of design work
- June 3: Begin posting of social media, to conclude mid-August
- Mid-August: City Bicycle & Ped safety campaign conclude

HINGE STUDIO
1754 Brigham Young St
Casper, Wyoming 82604
(307) 224-4950

PLATTE RIVER TRAILS TRUST & CASPER AREA MPO

Summer 2019 Safety Campaigns - Quote Request

Aaron and Angela,

Thank you for the opportunity to propose on the 2019 Summer Safety Campaigns. Hinge Studio Marketing & Communications is a full-service consultancy offering strategic, integrated services through a team of specialists in areas of strategy development and implementation, graphic design, social media planning and execution, media relations, website development and management, content creation and marketing, event planning and facilitation, and many other services that assist organizations in accomplishing their goals and communicating with their audiences.

Hinge Studio provides our clients with project, training, strategy, strategy/coaching, and full-integration services. Our philosophy is to find the best approach and services to meet *our client's* needs and budget. We have extensive experience in design, marketing, advertising, sales or other materials included in managing or creating targeted campaigns and are confident we can meet the requirements and timeline of this campaign.

*Based on the Summer 2019 Safety Campaigns-Quote Request provided by the Casper A*rea MPO and the Platte River Trails Trust, Hinge Studio Marketing and Communications has developed the following proposal.

THE PURPOSE

Our purpose will be to help the Casper Area MPO and the Platte River Trails Trust promote two safety campaigns for the summer of 2019, the Trail Safety Campaign and the Bike and Pedestrian Safety Campaign (Beyond Trails). In addition to graphic design and development for these campaigns we will make recommendations to help increase campaign awareness, market and promote the campaign, events and initiatives, generate opportunities and secure donors and sponsorships, as well as explore the feasibility of creating an in-house campaign in the future.

As part of the scope, we recommend holding a second meeting with the MPO Citizen Committee regarding the Bike and Pedestrian Safety Campaign strategy. Unlike the Trail Safety Campaign, where our services are focused on developing messaging, we'll assist with goals and approach, (along with messaging) on the Bike and Pedestrian Campaign. To facilitate this meeting, Hinge Studio will perform a cost benefit analysis on national vs. in-house campaigns, provide a list of recommendations based on this research, and offer ideas on new creative ways to reach the public about bicycle and pedestrian awareness.

THE FEES

Total Project Fees Services: **$3,900**

For this proposal, all fees are based on $75/hour, $15 below our standards rate. Services have an available start date immediately following the acceptance of this proposal.

Thank you so much for your interest in working with us and considering this proposal. Please feel free to give us a call with any questions or requests for clarifications. Thank you!

Best,

Leah Reeb Varela
Partner

OPENING THE DOOR TO BIGGER & BETTER BUSINESS
www.hingestudiomc.com

EXHIBIT "B"

MPO POLICY COMMITTEE APPROVAL

WHEREAS, the Casper Area Metropolitan Planning Organization Policy Committee approved an amendment of the MPO Unified Planning Work Program (UPWP) Budget on March 14, 2019 for a Bicycle and Pedestrian Safety Campaign and Training, not to exceed Twenty-Five Thousand Dollars ($25,000); and,

WHEREAS, the MPO obtained three quotes for consulting groups specializing in marketing and graphic design on April 26, 2019 and Hinge Studio Marketing and Communications, LLC submitted the lowest bid; and,

WHEREAS, Hinge Studio Marketing and Communications, LLC is willing, available and qualified to perform said work.

NOW, THEREFORE BE IT RESOLVED BY THE MPO POLICY COMMITTEE: That the City of Casper, as the agent of the MPO, is hereby directed to enter into an agreement with Hinge Studio Marketing and Communications, LLC to complete the Bicycle and Pedestrian Safety Campaign in accordance with the scope of work and schedule included in this Agreement, for an agreement amount not to Three Thousand Nine Hundred Dollars ($3,900).

PASSED AND APPROVED THIS 29 day of April, 2019.

ATTEST:

Liz Becher

Liz Becher
Community Development Director

CASPER AREA METROPOLITAN PLANNING ORGANIZATION POLICY COMMITTEE

Patrick Ford
Chairman

20

EXHIBIT "C"

NOTICE TO CONTRACTOR
COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1984
FOR FEDERAL-AID CONTRACTS

During the performance of this Agreement, Hinge Studio Marketing and Communications, LLC for itself, its assignees and successors in interest (hereinafter referred to as the Contractor), agrees as follows:

1. Compliance with Regulations.

   The Contractor will comply with the Regulations of the Department of Transportation relative to nondiscrimination in federally-assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.

2. Nondiscrimination.

   The Contractor, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, color, national origin, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate either directly or indirectly in the discrimination prohibited by any state or federal law including, but not limited to, Section 21.5 of the Regulations, including employment practices, when the Agreement covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment.

   In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements or materials or equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Agreement and the Regulations relative to nondiscrimination on the ground of race, color, or national origin.

4. Information and Reports.

   The Contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the MPO Policy Committee, WYDOT, or FHWA to be pertinent to ascertain compliance with such regulations, orders, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the

Contractor shall so certify to the MPO Policy Committee, WYDOT, or FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance.

In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Agreement, the MPO Policy Committee shall impose such contract sanctions as it or WYDOT or the FHWA may determine to be appropriate, including, but not limited to:

A. Withholding of payments to the Contractor under the Agreement until the Contractor complies; and/or,

B. Cancellation, termination, or suspension of the Agreement, in whole or in part.

6. Incorporation of Provisions.

The Contractor shall include the provisions of Paragraph 1 through 6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the regulations, order, or instructions issued pursuant thereto. The Contractor will take such action with respect to any subcontract or procurement as the MPO Policy Committee, WYDOT, or the FHWA may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that, in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

EXHIBIT "D"

CERTIFICATION OF CONTRACTOR

I hereby certify that I am the _____ and duly authorized representative of the firm of Hinge Studio Marketing and Communications, LLC, and that neither I nor the above firm I here represent has:

1. Employed or retained for a commission, percentage, brokerage fee, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above Contractor) to solicit or secure this Agreement;

2. Agreed, as an express or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out the Agreement; or,

3. Paid, or agreed to pay, to any firm, organization, or person (other than a bona fide employee working solely for me or the above Contractor) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the Agreement, except as here expressly stated (if any).

I acknowledge that this Certification is to be given to the Casper Area Metropolitan Planning Organization, and is subject to applicable state and federal laws, both criminal and civil.

_____
Date

Leah Reeb Varela
Signature

Leah Reeb Varela
Printed Name

Partner
Title

EXHIBIT "E"

CERTIFICATE OF AGENT

I hereby certify that I am the designated agent of the City of Casper, Wyoming, a Municipal Corporation, and that the above contracting firm or her representatives have not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this Agreement to:

1. Employ or retain, or agree to employ or retain, any firm or person; or,

2. Pay, or agree to pay, to any firm, person, or organization any fee, contribution, donation, or consideration of any kind; with no exceptions.

I acknowledge that this Certification is subject to applicable state and federal laws, both criminal and civil.

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation:

Date _____

_____
Charles Powell
Mayor

EXHIBIT "F"

CERTIFICATION OF
SUSPENSION OR DEBARMENT

STATE OF Wyoming)ss

COUNTY OF Natrona)ss

I, Leah Beth Varela being duly sworn on oath, certify that neither I, nor any person associated therewith in the capacity of owner, partner, director, or officer is currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any state or federal agency; have been suspended, debarred, voluntarily excluded, or determined ineligible by any state or federal agency within the past three years; have a proposed debarment pending; and, nor have been indicted, convicted, or had a civil judgment rendered against (it) by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

By: Leah Beth Varela

Partner
Title

Subscribed in my presence and sworn to before me this 10th day of May, 2019, by:

Dee Hardy

NOTARY PUBLIC
DEE HARDY
STATE OF WYOMING
COUNTY OF NATRONA
My Commission Expires November 20, 2020

Notary Public

November 20, 2020
My Commission Expires

RESOLUTION NO. 19-83

A RESOLUTION AUTHORIZING A CONTRACT BETWEEN THE CASPER AREA METROPOLITAN PLANNING ORGANIZATION (MPO) AND HINGE STUDIO MARKETING AND COMMUNICATIONS, LLC FOR A BICYCLE AND PEDESTRIAN SAFETY CAMPAIGN IN AN AMOUNT OF THREE THOUSAND NINE HUNDRED DOLLARS ($3,900)

WHEREAS, the City of Casper, Wyoming, the Towns of Evansville, Mills, and Bar Nunn, Wyoming, Natrona County, Wyoming, and the Wyoming Department of Transportation entered into an Agreement, dated April 13, 1983, to provide for the cooperative, comprehensive, and continuing (3-C) transportation planning for the area of Casper, Wyoming and its environs; and,

WHEREAS, the Casper Area Transportation Planning Process (hereinafter described as the "CATPP") acts as the Metropolitan Planning Organization (hereinafter referred to as the "MPO") for the Casper Urbanized Area for the distribution of Federal Aid Planning Funds; and,

WHEREAS, the parties of the CATPP appointed the City to enter into contracts for and on behalf of the CATPP and to further act as the CATPP's Fiscal Manager in an Agreement Amendment dated April 19, 2005; and,

WHEREAS, any contract entered into by the City on behalf of the CATPP requires the approval of a majority of the voting members of the Policy Committee prior to its execution and implementation by the City; and,

WHEREAS, the MPO Policy Committee approved the amendment of the MPO Unified Planning Work Program (UPWP) Budget on March 14, 2019, for a Bicycle and Pedestrian Safety Campaign, not to exceed Twenty-Five Thousand Dollars ($25,000); and,

WHEREAS, the MPO obtained three quotes for consulting groups specializing in marketing and graphic design on April 26, 2019, and Hinge Studio Marketing and Communications, LLC submitted the lowest bid; and,

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a Contract for Professional Services between the MPO and Hinge Studio Marketing and Communications, LLC on behalf of the Casper Area Metropolitan Planning Organization in the amount of Three Thousand Nine Hundred Dollars ($3,900) for a Bicycle and Pedestrian Safety Campaign.

PASSED, APPROVED, AND ADOPTED on this ___ day of _____, 2019.

APPROVED AS TO FORM:

_____

CITY OF CASPER, WYOMING
A Municipal Corporation

ATTEST:

_____
Fleur D. Tremel
City Clerk

_____
Charles Powell
Mayor

May 17, 2019

MEMO TO: J. Carter Napier, City Manager 77 for J. Carter Napier

FROM: Liz Becher, Community Development Director LB

SUBJECT: Resolution Accepting the Highest Bid, Approving a Real Estate Purchase Agreement, and Authorizing a Warranty Deed for Closing on the Sale of the Former Fire Station No. 5 Property, Located at 4000 East 15th Street

Meeting Type & Date:
Regular Council Meeting, May 21, 2019.

Action Type:
Resolution.

Recommendation:
That Council, by resolution, accept the highest responsible bid in the amount of Two Hundred Twenty Thousand Twenty Dollars and Twenty Cents ($220,020.20), approve a Real Estate Purchase Agreement, and authorize a Warranty Deed for the sale of Fire Station No. 5.

Summary:
The City of Casper requested sealed bids for the sale of former Fire Station Number 5, located at 4000 East 15th Street. Per Wyoming Statutes, an advertisement of the sale, describing the property and the terms of the sale, was published once a week, for three consecutive weeks, in the Casper Star Tribune. The City Council opened bids at a public meeting held on April 16, 2019. After reviewing all bids, it was determined that Armand V. and Catherine D. Morris were the highest responsible bidders, with an offer of $220,020.20. The "as-is" appraised value of the property was determined to be $195,000.

The closing is set for Wednesday, May 22nd at 4:00 p.m. at First American Title.

Financial Considerations:
The sale of the property will result in $220,020.20 of revenue for the City of Casper. In addition, the property will be added to the County's tax roll, and will be transitioned from excess public property into beneficial private use.

Oversight/Project Responsibility:
Liz Becher, Community Development Director.

Attachments:
Resolution
Real Estate Purchase Agreement
Warranty Deed

REAL ESTATE PURCHASE AGREEMENT

This Real Estate Purchase Agreement (the "Agreement") is made and entered into this 21st day of May, 2019 by and between the City of Casper, Wyoming, a Wyoming Municipal Corporation, 200 North David, Casper, Wyoming 82601, hereinafter referred to as the "Seller"; and Armand V. and Catherine D. Morris, as joint tenants with right of survivorship, ("Buyers"), 1311 Warwick, Casper, Wyoming 82609, hereinafter referred to as the "Buyers"; the Seller and the Buyers collectively referred to as the "Parties."

RECITALS

Whereas, the Seller is the owner of real property, currently zoned as R-1 (Residential Estate) and generally known as 4000 East 15th Street, Casper, Wyoming, and more particularly described in Article I below; and

Whereas, the Buyers desire to purchase said real property from the Seller pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the terms, covenants and conditions hereinafter set forth, the Parties agree by and between them as follows:

ARTICLE I: DESCRIPTION OF PROPERTY

Seller agrees to sell and convey to Buyers pursuant to the terms of this Agreement the following described real property:

Lot 4, Block 20, Kelly-Gate, an addition to the City of Casper, Natrona County, Wyoming (hereinafter referred to as the "real property").

ARTICLE II: PURCHASE PRICE AND CLOSING COSTS

Buyers agree to pay Seller the total sum of TWO HUNDRED TWENTY THOUSAND TWENTY AND 20/100THS DOLLARS ($220,020.20) in cash or its equivalent: Seller acknowledges that Twenty Thousand Twenty Two and 00/100ths Dollars ($20,022.00) has already been paid as the required earnest deposit (down payment), which shall be credited to Buyers against the purchase price at closing. The

total funds must be paid by Buyers to Seller at or before the closing for the purchase of the real property.

Seller agrees to pay and be solely responsible for the title insurance premium attributable to the real property being sold and conveyed to the Buyers.

The Buyers agree to pay and be solely responsible for the recording fee for the warranty deed from the Seller to the Buyers.

The Parties agree to equally split the costs of any closing agent's fee between them.

Seller agrees to pay the costs of recording all instruments as may be necessary to clear the title to the Seller's real property being conveyed under this Agreement.

ARTICLE III: WARRANTY DEED

The Seller agrees to convey, by warranty deed, all of its right, title, and interest in and to the real property to the Buyers at closing, free and clear of all liens and encumbrances, except easements, covenants, and restrictive covenants and reservations of record.

ARTICLE IV: TAXES AND INSURANCE

There are no general real estate and personal property taxes levied currently against the real property, nor any special assessments levied against said real property prior to the execution of this Agreement.

ARTICLE V: POSSESSION AND CLOSING

THE PARTIES HEREBY SPECIFICALLY AGREE THAT TIME IS OF THE ESSENCE OF THIS AGREEMENT AND THE CLOSING THEREOF AT THE TIME AND DATE SPECIFIED HEREIN.

Buyers shall have possession of the real property upon the successful closing and at the date and time of closing of this Agreement.

The closing shall occur on May 22, 2019, at 4:00 p.m. at the office of First American Title Company, 159 North Wolcott, Suite 250, Casper, Wyoming 82601, or at such other date and time as agreed to in writing by the Parties hereto.

ARTICLE VI: TITLE INSURANCE

Seller agrees to furnish to the Buyers, at Seller's expense, a current commitment for an Owner's title insurance policy (the "Title Commitment") through First American Title Company, 159 North Wolcott, Suite 250, Casper, Wyoming 82601 in an amount equal to the purchase price of the real property, showing merchantable title in the Seller. Seller shall deliver the title insurance commitment to the Buyers prior to closing, after the approval of this Agreement by the Casper City Council, and shall further deliver the title insurance policy for this transaction to the Buyers without unreasonable delay after closing.

Title to the real property shall be merchantable in the Seller. If title is not merchantable or otherwise recordable, and Buyers provided written notice of such defects to Seller (the "Title Objections"), within 5 (five) days from closing, then this contract, at Buyers' option, may be enforced as provided hereafter, or may declared void and of no effect, and each party hereto shall be released from all obligations hereunder and the payments make hereunder shall be thereupon returned forthwith to Buyers. PROVIDED, HOWEVER, that the mechanism of enforcement shall be at Seller's option of correcting such defects, or Seller may, within said 30 days, obtain a commitment for Owner's title insurance policy in the amount of the purchase price reflecting title insurance protection in regard to such defects, and Buyer may elect to accept the then existing title insurance in lieu of such merchantable title, in which case Buyer shall be deemed to have waived such defect. Seller shall pay the full premium for such Owner's title insurance policy.

ARTICLE VII: INSPECTIONS/WARRANTY

Buyer hereby states that it has inspected the real property, including all improvements, attachments, and fixtures thereof and accepts the real property in its current condition. Buyer hereby states that it is not relying upon any representation of warranty made by the Seller or any agent of the Seller, other than as set forth in this Agreement.

Buyer hereby states that it is purchasing the real property, improvements, and fixtures contained thereon **"AS IS." SELLER MAKES NO WARRANTY, EITHER**

EXPRESS OR IMPLIED REGARDING THE CONDITION, ENVIRONMENTAL OR OTHERWISE, OR THE MERCHANTABILITY OF THE REAL PROPERTY BEING SOLD TO BUYER PURSUANT TO THIS AGREEMENT, EXCEPT AS TO GOOD AND MERCHANTABLE TITLE AS SET FORTH ABOVE, AND THIS WARRANTY EXCLUSION SHALL SURVIVE THE CLOSING OF THIS AGREEMENT.

ARTICLE VIII: DEFAULT AND REMEDY PROVISIONS

Each Party hereto shall have all rights against the other Party for any default in the terms or conditions of this Agreement as provided by law, including the right to bring an action for performance of this Agreement as provided herein.

In the event Seller fails to close this Agreement, through no fault of the Buyers, the Buyers may declare, in writing that this Agreement is null and void, or seek performance as provided in Article VI, above.

In the event the Buyers fail to close this Agreement, through no fault of the Seller, Seller will have the right to retain the earnest deposit and declare, in writing, that this Agreement is null and void.

ARTICLE IX: RISK OF LOSS

Risk of loss of the real property shall remain with the Seller until the Seller delivers its warranty deed to the Buyers at closing, at which time the risk of loss of the real property shall pass to Buyer.

In the event the real property shall be damaged by fire or other casualty prior to closing in an amount of not more than 10% of the total purchase price, the Seller shall be obligated to repair the same before the date herein provided for delivery of deed. In the event such damage cannot be repaired in such time or if such damage shall exceed such sum, this Agreement shall be voidable at the Buyers' option. In the event the Buyers elect to carry out and close this Agreement despite such damage, the Buyers shall be entitled to any and all insurance proceeds related to such damage.

ARTICLE X: CONTRACT CONTINGENCY

The parties understand that the City must comply with the requirements of Section 15-1-112 of the Wyoming Statutes before the City can sell its real property. Pursuant to this statutory provision, this Agreement and its terms and conditions are all subject to final approval by the Casper City Council following a public hearing, notice of which has to be published at least once each week for three consecutive weeks. In the event this Agreement is not approved by the Casper City Council following the public hearing, then this Agreement shall be null and void, with no remedy between the parties.

ARTICLE XI: USE OF BROKERS

Seller and Buyers acknowledge and agree that no broker brought about, or participated in, this transaction. Each Party agrees to be solely responsible for any and all costs and expenses arising from any claims for brokerage for representation of such Party. The other Party has no responsibility or liability for such claims and shall be protected, defended, and indemnified by the Party who was, or allegedly was, represented by or assisted by a broker.

ARTICLE XII: GENERAL AGREEMENTS OF THE PARTIES

Each individual executing this Agreement for and on behalf of the Parties hereby state that they have the requisite power and authority to enter into this Agreement and to consummate the transactions contemplated and intended hereby.

Failure of either Party to exercise any remedy otherwise provided for herein at the time of any default shall not operate as a waiver of such Party's right to exercise any such remedy for the same or any subsequent default.

This Agreement shall constitute the entire understanding and agreement of the Parties, and no amendment or modification of the terms of this Agreement shall be valid or enforceable unless made in writing and executed by all Parties hereto.

The Parties specifically agree that all prior agreements between them, oral or written, regarding the sale and purchase of the real property are hereby contained, set forth and merged in this Agreement.

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

Each Party agrees to produce at closing any and all necessary documentation to enable the closing agent to close this transaction including, but not limited to, properly executed lien or mortgage releases, deeds, and W-9 forms.

This Agreement shall be binding upon the parties hereto, and their respective successors, heirs, grantees and assigns.

Any and all notices required to be made under the terms of this Agreement shall be made by mailing said notice to the other Party at the other Party's address as stated and set forth above, or at such other address specified in writing by any Party to the other Parties by United States First Class, Certified Mail, Return Receipt Requested.

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 any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, but nothing in the paragraph shall limit or void the provisions of Article VI: Inspections and Warranty, as stated above.

The Seller 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 Seller 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 executed this Agreement on the day and year first above written.

Approved as to Form:

John Henley, City Attorney

CITY OF CASPER, WYOMING,
A Municipal Corporation, Seller:

By:_____
Charles Powell, Mayor

Attest:

_____
City Clerk

Buyers:

_____
Armand V. Morris

_____
Catherine D. Morris

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

The forgoing Real Estate Purchase Agreement was acknowledged before me on this _____ day of _____, 2019 by Armand V. Morris, and by Catherine D. Morris.

_____
(Signature of notarial officer)

[My Commission Expires: _____]

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

The City of Casper, Wyoming, a Wyoming Municipal Corporation, 200 North David, Casper, Wyoming 82601, "Grantor", for and in consideration of the sum of TWO HUNDRED TWENTY THOUSAND TWENTY AND 20/100THS DOLLARS ($220,020.20) in hand paid, and other good and valuable consideration, conveys and warrants to Armand V. Morris and Catherine D. Morris, as joint tenants with right of survivorship, 1311 Warwick, Casper, Wyoming 82609, as "Grantees", the property generally known as 4000 East 15th Street, Casper, Wyoming, and more particularly described:

> Lot 4, Block 20, Kelly-Gate, an addition to the City of Casper, Natrona County, Wyoming.
>
> Said parcel being subject to any and all easements, restrictive covenants, and reservations of record.

Dated this ____ day of _____, 2019.

THE CITY OF CASPER, WYOMING,
A WYOMING MUNICIPAL
CORPORATION, SELLER:

By:_____
Charles Powell
Mayor

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

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

_____
NOTARY PUBLIC

My commission expires: _____.

RESOLUTION NO.19-84

A RESOLUTION ACCEPTING THE HIGH BID FOR THE SALE OF THE FORMER FIRE STATION NO. 5, APPROVING A REAL ESTATE PURCHASE AGREEMENT, AND AUTHORIZING A WARRANTY DEED FOR CLOSING ON THE SALE OF FIRE STATION NO. 5, LOCATED AT 4000 EAST 15TH STREET

WHEREAS, the City of Casper is the owner of real property described as former Fire Station No. 5, located at 4000 East 15th Street, more particularly described as Lot 4, Block 20 of the Kelly-Gate Addition to the City of Casper; and,

WHEREAS, pursuant to W.S. §15-1-112(a), an advertisement of the sale, describing the property and the terms of the sale, was published once each week for three (3) consecutive weeks in the Casper Star Tribune, calling for sealed bids for the purchase of the property; and,

WHEREAS, the City of Casper opened the bids that were received at a public meeting which occurred on April 16, 2019; and,

WHEREAS, Armand V. and Catherine D. Morris were determined to be the highest responsible bidders for said real property; and,

WHEREAS, a Warranty Deed has been prepared for the transfer of said real property from the City to Armand V. and Catherine D. Morris, pursuant to the terms and conditions of the public notice and a Real Estate Purchase Agreement; and,

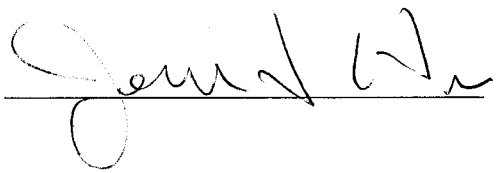
WHEREAS, the governing body of the City of Casper finds that the real property described herein should be sold to Armand V. and Catherine D. Morris, as the highest responsible bidders.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the highest bid for the property described above is hereby accepted, under the terms of the Real Estate Purchase Agreement between the City and Armand V. and Catherine D. Morris, and the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, the Real Estate Purchase Agreement and Warranty Deed.

BE IT FURTHER RESOLVED that Liz Becher, Community Development Director, or her designee, is hereby authorized to close this transaction, and, except for the Real Estate Purchase Agreement and Warranty Deed, to sign any and all legal documents as are necessary to close on and complete the sale of the above described real property by the City of Casper, Wyoming.

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

APPROVED AS TO FORM:



CITY OF CASPER, WYOMING
A Municipal Corporation

ATTEST:

Fleur D. Tremel
City Clerk

Charles Powell
Mayor

May 17, 2019

MEMO TO: J. Carter Napier, City Manager JW

FROM: Liz Becher, Community Development Director LB

SUBJECT: Resolutions (2) Approving Amendments to the McMurry Business Park PUD (Planned Unit Development) Guidelines and the Open Space Annexation Agreement

Meeting Type & Date: Regular Council Meeting, May 21, 2019.

Action Type: Resolutions (2).

Recommendation: That Council, by resolution, approve two separate amendments to previous agreements related to the McMurry Business Park PUD Guidelines and the Open Space Annexation Agreement.

Summary: During the development of the McMurry Business Park Planned Unit Development (PUD) in 2005, several parcels of open space were identified, and left undeveloped, for the use and benefit of the residents of the development. Planned Unit Developments (PUD's) require a certain percentage of "usable open space" be provided, which is meant to serve as outdoor/recreational amenities for the residents and land owners within the PUD. Although the open space was set aside by the developer, no improvements/amenities have been constructed.

The City of Casper 2014 Park and Open Space Improvement Plan, adopted by the City Council, identified a need for public parks/open space on the east side of Casper where residents and property owners are currently underserved. In 2017, City staff worked cooperatively with the developers of the McMurry Business Park PUD to acquire the open space parcels in the McMurry Business Park PUD for the broader use of the general public. In recognition of the need for public outdoor amenities in the area, the developers agreed to transfer the ownership of the parcels. Most recently, one of the parcels located south of the Rocky Mountain Oncology building on East 2nd Street has been identified as a potential location for the development of an off-leash dog park.

The agreements that were executed in 2017 required that the developers plat the various open-space parcels prior to dedicating them to the City. The developers have asked for an amendment to the previously approved agreements to allow them to dedicate the parcels to the City without having to plat them first. Waiving the requirement to plat the properties would speed up the transfer process by approximately four (4) months, and would save the developers the cost of surveying and application fees. In that two developers are involved, two resolutions and two agreements have been drafted for Council's consideration.

Financial Considerations: If the parcels are platted in the future, the cost will be assumed by the City.

Oversight/Project Responsibility: Craig Collins, City Planning Division.

Attachments: Resolutions (2)
Amended Agreements (2)

AMENDMENT NUMBER 1 TO OPEN SPACE ADDITION AMENDMENT NUMBER 1 TO THE MCMURRY BUSINESS PARK PUD GUIDELINES AND THE OPEN SPACE ANNEXATION AGREEMENT

This Amendment Number 1 to Open Space Addition Amendment Number 1 of the McMurry Business Park PUD Guidelines and to the Open Space Addition Annexation Agreement ("Amendment") is entered into on this 21st day of May, 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. Granite Peak Development, LP, a Wyoming Limited Liability Partnership ("Owner"), PO Box 51568, Casper, Wyoming 82605.

Throughout this document, the City and Owner may be collectively referred to as the "parties."

RECITALS

A. On August 2, 2005, the City Council ("Council") approved Ordinance No. 18-05, which annexed the McMurry Business Park, zoned it as Planned Unit Development ("PUD") and established the McMurry Business Park PUD Guidelines.

B. On May 20, 2014, the Council approved Resolution No. 14-124, which amended the McMurry Business Park PUD Guidelines ("Amended PUD Guidelines"). Resolution No. 14-124 was recorded in the office of the Natrona County Clerk as instrument number 972829 on June 11, 2014.

C. Under the Amended PUD Guidelines, two locations owned by Owner were identified as Open Spaces: 1) a 23.49 acre-parcel that is now annexed to the City as the West Side Open Space, and 2) 9.62 acres referred to as Lot 8, Park Ridge Medical Campus No. 2 ("GPD Properties"). A copy of the legal descriptions for those areas are attached to Amendment No. 1 as Exhibits A and B.

D. On March 17, 2105, the City Council approved Resolution No. 15-44 with the findings of fact required by W.S. § 15-1-402, which made the Open Space eligible for annexation in the City of Casper, specifically, the McMurry Business Park. Resolution No. 15-44 was recorded in the office of the Natrona County Clerk as instrument number 988811 on March 25, 2015.

E. On March 17, 2015, the City and Owner entered into an Annexation Agreement for a parcel of unplatted land known as the "Open Space Addition," 23.43 acres, more or less located at the SE1/4SE1/4 of Section 7, W1/2SW1/4 of Section 8, and E1/2NE1/4 of Section 18, T.33N, R78W, 6th P.M., Natrona County, Wyoming. The Annexation Agreement was recorded with the Natrona County Clerk as instrument number 988812 on March 25, 2015.

F. On March 17, 2015, the Casper City Council approved Ordinance 30-14 that: 1) annexed the Open Space Addition; 2) approved the Annexation Agreement between the City of Casper and V.A. Resources, LLC and Eastgate Ranches, LLC for the Open Space Addition; 3) zoned the Open Space as Planned Unit Development, and (4) incorporated the Open Space Addition into the into the McMurry Business Park Planned Unit Development. Ordinance 30-14 was recorded in the office of the Natrona County Clerk as instrument number 988810 on March 25, 2015.

G. On December 19, 2017, the Casper City Council approved Resolution No. 17-238, recorded as Instrument Number 1044248, which approved Amendment Numbers 1 (Instrument No. 1044249) and 2 (Instrument No. 1044250) to the McMurry Business Park Guidelines and The Open Space Annexation Agreement.

H. The parties desire to amend Section 2.2 "Obligations of the Owner for Open Spaces," in Amendment 1, to provide the Owner with the option of either platting and dedicating the open space parcels to the City, or, in the alternative, allow the Owner to transfer ownership of said open space parcels, as previously described therein, by Warranty Deed to the City of Casper.

I. This agreement is for real property and obligations of Granite Peak Development, LP, a Wyoming Limited Liability Partnership, and executed simultaneously with a similar agreement setting forth real property owned by East Gate Ranch, LLC.

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 incorporated at this point as if fully set forth as part of this Amendment No. 4.

2. AMENDMENT TO SECTION 2.2 OF OPEN SPACE ADDITION AMENDMENT NUMBER 1

Section 2.2 b (1). (Other Requirements) is hereby added as follows:

2.2 Obligations of the Owner for Open Spaces

b. Open Spaces:

1. Notwithstanding Section 2.2 a (1), instead of platting and dedicating the open space, the Owner may transfer ownership of the open space parcels to the City by Warranty Deed in a form acceptable to the City. In that event, with the execution of this Amendment, Owner will provide complete legal descriptions for the Granite Peak Development, LP-owned open spaces identified by the Amended PUD Guidelines, and further described in Exhibit A and Exhibit B of

Amendment No. 1, to include both the "West Side Open Space" and "Lot 8, Park Ridge Medical Campus No. 2," at its sole cost and expense.

3. RECORDING

a. Owner shall pay the cost of recording this document and all associated documents (e.g., plats, deeds) at the Natrona County Clerk's Office.

4. RATIFICATION OF THE MCMURRY BUSINESS PARK PUD GUIDELINES AND THE OPEN SPACE ANNEXATION AGREEMENT

The terms and conditions of the Amended PUD Guidelines and Amended Open Space Annexation Agreement, as further modified herein, are hereby ratified by the parties and shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned duly authorized representatives of the Parties have executed this Amendment as of the day and year above.

APPROVED AS TO FORM

William Trost

ATTEST

Fleur D. Tremel
Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Charles Powell
Mayor

WITNESS

By: Dee Hardy

Printed Name: Dee Hardy

Title: Notary

OWNER
Granite Peak Development, LP, a Wyoming Limited Liability Partnership

By: Ron McMurry

Printed Name: Ron McMurry

Title: Manager

STATE OF WYOMING)
) **ss.**
COUNTY OF NATRONA)

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

(Seal, if any)

_____
(Signature of notarial officer)

_____
Title (and Rank)

[My Commission Expires: _____]

STATE OF WYOMING)
) **ss.**
COUNTY OF NATRONA)

This instrument was acknowledged before me on this 9th day of April, 2019, by Ron Mc Murry as the Manager of Granite Peak Development, LP, a Wyoming Limited Liability Partnership.

(Seal, if any)

NOTARY PUBLIC
DEE HARDY
STATE OF WYOMING
COUNTY OF NATRONA
My Commission Expires November 20, 2020

Dee Hardy
(Signature of notarial officer)

_____
Title (and Rank)

[My Commission Expires: 11/20/20]

EXHIBIT A

Business Park Open Spaces Association

A parcel of land situate in the SE¼SE¼ of Section 7, the W½SW¼ of Section 8 and the E½NE¼ of Section 18, T.33N., R.78W., 6th P.M., Natrona County, Wyoming, as shown on Exhibit A, Page 3 of 3, and by this reference made a part hereof and being more particularly described as follows:

Commencing at a found brass cap marking the E¼ corner of said Section 7;

Thence S00°38'51"E, along the east line of said Section 7, a distance of 1458.24 feet to an aluminum cap being the Point of Beginning;

Thence N41°47'00"E, along the west line of the parcel and along the centerline of an access road that is the property line between lands owned by Business Park Open Spaces Association and East Elkhorn Ranch, LLC, a distance of 119.12 feet to an angle point;

Thence N52°14'00"E, continuing along the west line of the parcel and along the centerline of an access road, a distance of 360.30 feet to an angle point;

Thence N26°10'11"E, continuing along the west line of the parcel and along the centerline of an access road, a distance of 141.10 feet to an angle point;

Thence N30°25'11"E, continuing along the west line of the parcel and along the centerline of an access road, a distance of 233.70 feet to an angle point;

Thence N11°06'11"E, continuing along the west line of the parcel and along the centerline of an access road, a distance of 115.30 feet to the most northerly corner of the parcel, said point lies on the west right-of-way line of Morado drive in The Heights;

Thence in a southerly direction, along the east side of the parcel, said west right-of-way line, and along the arc of a true curve to the right having a radius of 590.50 feet, through a central angle of 02°03'46", an arc distance of 21.26 feet, said curve having a chord bearing of S01°01'53"E, a distance of 21.26 feet to the end of curve;

Thence S00°00'00"E, along the east line of the parcel and the west line of The Heights, a distance of 401.40 feet to an angle point;

Thence S41°34'39"W, continuing along the east line of the parcel and the west line of The Heights, a distance of 872.68 feet to a brass cap at an angle point;

Thence S15°37'30"W, continuing along the east line of the parcel and the west line of The Heights, a distance of 1492.94 feet to a brass cap at the southwest corner of The Heights;

Thence N90°00'00"E, along the south line of The Heights, a distance of 66.33 feet to an aluminum cap;

Thence S12°58'10"W, along the east line of the parcel, a distance of 450.22 feet to an aluminum cap;

Thence S18°49'07"W, continuing along the east line of the parcel a distance of 787.50 feet to an aluminum cap;

Thence S14°25'15"W, continuing along the east line of the parcel, a distance of 865.34 feet to an aluminum cap at the southeast corner of the parcel of land, said point lies on the north line of a parcel of land owned by Pacificorp;

Thence N74°27'37"W, along the south line of the parcel and the north line of said Pacificorp parcel, a distance of 225.67 feet to the southwest corner of the parcel and the northwest corner of said Pacificorp parcel, said point being referenced by a brass cap witness corner located S74°27'37"E, 20.00 feet from said corner;

Thence N14°21'25"E, along the west line of the parcel, and the centerline of an access road that is the property line between lands owned by Eastgate ranch, LLC and East Elkhorn Ranch, LLC, a distance of 869.64 feet to an aluminum cap;

Thence N18°49'07"E, continuing along said common line, a distance of 784.62 feet to an aluminum cap;

Thence N12°58'10"E, continuing along said common line, a distance of 378.37 feet to an aluminum cap;

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6080 Enterprise Dr Casper, WY 82609

Thence N03°30'33"W, continuing along said common line, a distance of 312.85 feet to an aluminum cap;

Thence N14°31'22"E, continuing along said common line, a distance of 856.88 feet to an aluminum cap;

Thence N34°19'10"E, continuing along said common line, a distance of 493.11 feet to an aluminum cap;

Thence N26°02'58"E, continuing along said common line, a distance of 246.31 feet to the Point of Beginning.

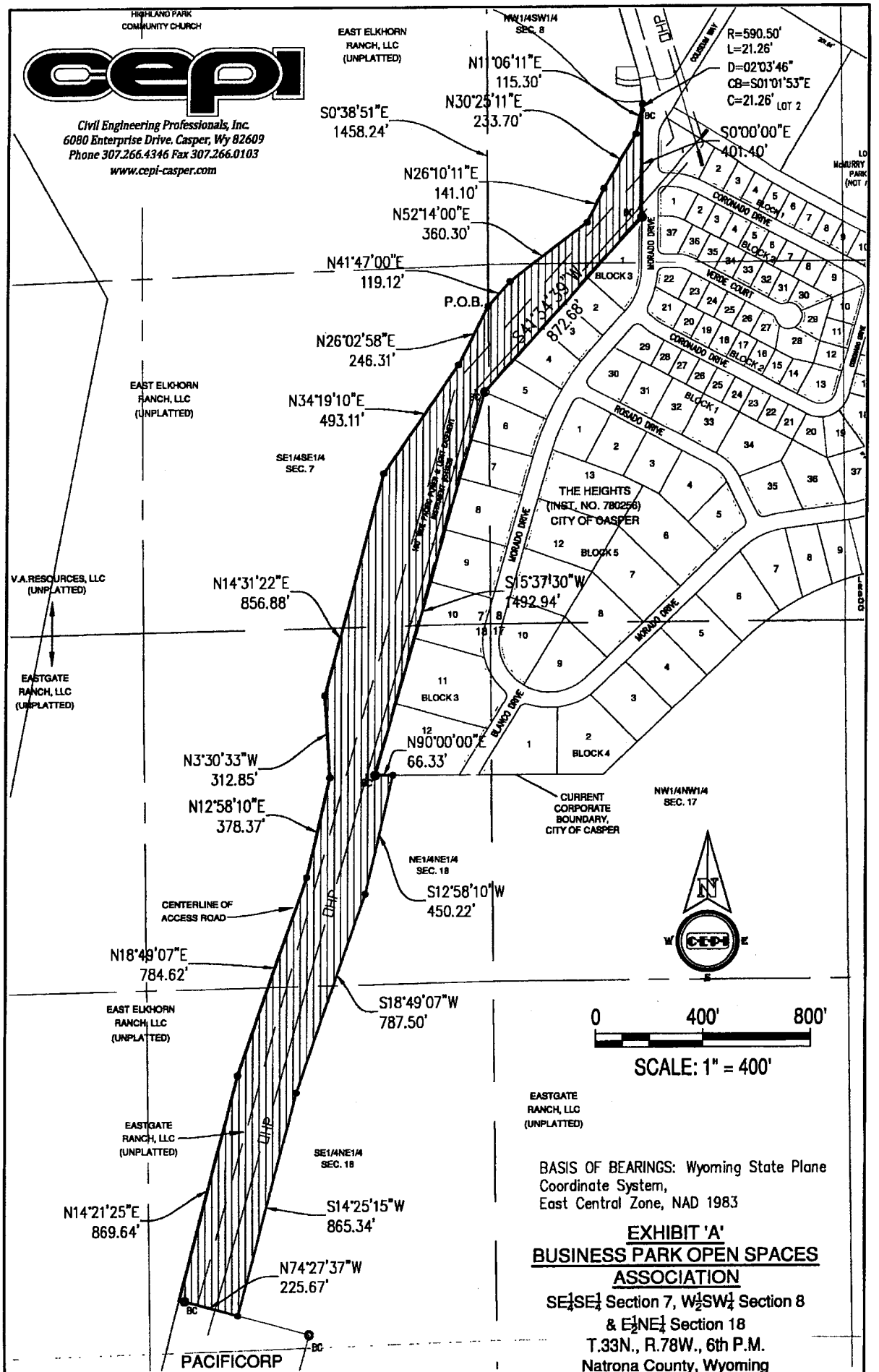
The parcel of land as described above contains 23.49 acres, and is subject to any and all rights of way and/or easements, reservations and encumbrances which have been legally acquired.

I hereby certify that this description was prepared by me, and that on the basis of my information knowledge and belief as a Professional Land Surveyor that this description is true and correct.

Professional Land Surveyor
WILLIAM R. FEHRINGER
5528
Date 10/25/16
WYOMING

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.

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



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

BASIS OF BEARINGS: Wyoming State Plane Coordinate System, East Central Zone, NAD 1983

EXHIBIT 'A'
BUSINESS PARK OPEN SPACES ASSOCIATION

SE¼SE¼ Section 7, W½SW¼ Section 8 & E½NE¼ Section 18
T.33N., R.78W., 6th P.M.
Natrona County, Wyoming
October , 2016
W.O. 13-31
Page 3 of 3

EXHIBIT "B"
LOT 8, PARK RIDGE MEDICAL CAMPUS NO. 2
Business Park Open Spaces Association

A parcel of land situate within the NE¼SE¼ and the SE¼NE¼ of Section 8, T.33N., R.78W., 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:

Lot 8, Park Ridge Medical Campus No. 2 Addition to the City of Casper, recorded as Instrument No. 805996, Excepting therefrom any portion deeded to the Wyoming Department of Transportation.

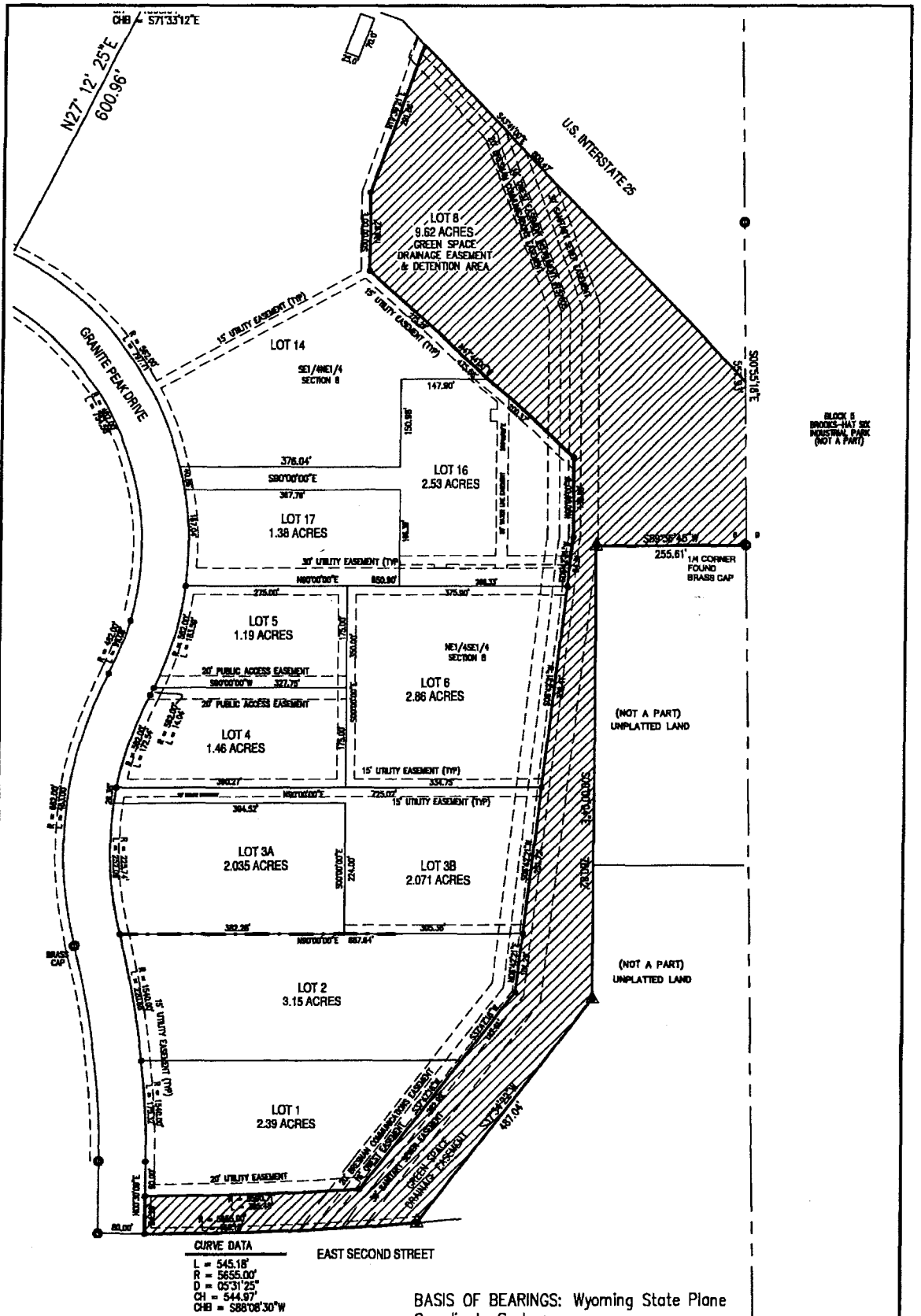
The above described parcel contains 9.62 acres, more or less, and is subject to any rights-of-way and/or easements, reservations, and encumbrances which have been legally acquired.

I hereby certify that this description was prepared by and that on the basis of my information, knowledge and belief as a Professional Land Surveyor this description is true and correct.

Professional Land Surveyor
WILLIAM R. FEHRINGER
5528
Date 10/15/16
WYOMING

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.

Civil Engineering Professionals, Inc.
6080 Enterprise Dr. Casper, WY 82609
Phone 307.266.4346 Fax 307.266.0103



CURVE DATA
L = 545.18'
R = 5655.00'
D = 05°31'25"
CH = 544.97'
CHB = S88°08'30"W

BASIS OF BEARINGS: Wyoming State Plane Coordinate System, East Central Zone, NAD 1983

0 200' 400'

SCALE: 1" = 200'

N

W CEPI E

S

EXHIBIT 'B'
BUSINESS PARK OPEN SPACES ASSOCIATION

Lot 8, Park Ridge Medical Campus No. 2
Portion of NE¼SE¼ & SE¼NE¼
Section 8, T.33N., R.76W., 6th P.M.
Natrona County, Wyoming
October , 2016
W.O. 13-31
Page 2 of 2

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M:\Land 2013\Engr_Dwg\13-31 McMURRY PUD GUIDELINES\LOT 8 PARK RIDGE.dwg, 10/26/2017, Bill

RESOLUTION NO. 19-85

A RESOLUTION APPROVING AMENDMENT NUMBER 1 TO AMENDMENT NUMBER 1 TO THE MCMURRY BUSINESS PARK PUD GUIDELINES AND THE OPEN SPACE ANNEXATION AGREEMENT

WHEREAS, on August 2, 2005, the City Council approved Ordinance No. 18-05, which annexed the McMurry Business Park, zoned it as Planned Unit Development (PUD) and established the McMurry Business Park PUD Guidelines; and,

WHEREAS, on May 20, 2014, the City Council approved Resolution No. 14-124, which amended the McMurry Business Park PUD Guidelines. Resolution No. 14-124 was recorded in the office of the Natrona County Clerk as instrument number 972829 on June 11, 2014; and,

WHEREAS, on March 17, 2015, the City executed an Annexation Agreement for a 23-acre, more or less, parcel of land known as the "Open Space Addition." The Annexation Agreement was recorded with the Natrona County Clerk as instrument number 988812 on March 25, 2015; and,

WHEREAS, on March 17, 2015, the City Council approved Ordinance 30-14, that (1) annexed the Open Space Addition, (2) approved the Annexation Agreement, (3) zoned the Open Space Addition as Planned Unit Development (PUD), and (4) incorporated the Open Space Addition into the McMurry Business Park Planned Unit Development. Ordinance 30-14 was recorded in the office of the Natrona County Clerk as instrument number 988810 on March 25, 2015; and,

WHEREAS, on December 19, 2017, the Casper City Council approved Resolution No. 17-238, recorded as Instrument Number 1044248, which approved Amendment Numbers 1 (Instrument No. 1044249) and 2 (Instrument No. 1044250) to the McMurry Business Park Guidelines and the Open Space Annexation Agreement; and,

WHEREAS, The parties desire to amend Section 2.2 "Obligations of the Owner for Open Spaces," in Amendment 1, to allow the Owner the choice of either platting and dedicating the open space parcels to the City, or in the alternative, allow the Owner to transfer the open space parcels to the City as unplatted properties, by Warranty Deed; and,

WHEREAS, the governing body of the City of Casper finds that the requested amendments should be approved.

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, this resolution to approve Amendment Number 1 to Amendment Number 1 to the McMurry Business Park PUD Guidelines and the Open Space Annexation Agreement, under the terms and conditions therein.

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

APPROVED AS TO FORM:

_____

CITY OF CASPER, WYOMING
A Municipal Corporation

ATTEST:

_____
Fleur D. Tremel
City Clerk

_____
Charles Powell
Mayor

May 17, 2019

MEMO TO: J. Carter Napier, City Manager JN

FROM: Liz Becher, Community Development Director LB

SUBJECT: Resolutions (2) Approving Amendments to the McMurry Business Park PUD (Planned Unit Development) Guidelines and the Open Space Annexation Agreement

Meeting Type & Date: Regular Council Meeting, May 21, 2019.

Action Type: Resolutions (2).

Recommendation: That Council, by resolution, approve two separate amendments to previous agreements related to the McMurry Business Park PUD Guidelines and the Open Space Annexation Agreement.

Summary: During the development of the McMurry Business Park Planned Unit Development (PUD) in 2005, several parcels of open space were identified, and left undeveloped, for the use and benefit of the residents of the development. Planned Unit Developments (PUD's) require a certain percentage of "usable open space" be provided, which is meant to serve as outdoor/recreational amenities for the residents and land owners within the PUD. Although the open space was set aside by the developer, no improvements/amenities have been constructed.

The City of Casper 2014 Park and Open Space Improvement Plan, adopted by the City Council, identified a need for public parks/open space on the east side of Casper where residents and property owners are currently underserved. In 2017, City staff worked cooperatively with the developers of the McMurry Business Park PUD to acquire the open space parcels in the McMurry Business Park PUD for the broader use of the general public. In recognition of the need for public outdoor amenities in the area, the developers agreed to transfer the ownership of the parcels. Most recently, one of the parcels located south of the Rocky Mountain Oncology building on East 2nd Street has been identified as a potential location for the development of an off-leash dog park.

The agreements that were executed in 2017 required that the developers plat the various open-space parcels prior to dedicating them to the City. The developers have asked for an amendment to the previously approved agreements to allow them to dedicate the parcels to the City without having to plat them first. Waiving the requirement to plat the properties would speed up the transfer process by approximately four (4) months, and would save the developers the cost of surveying and application fees. In that two developers are involved, two resolutions and two agreements have been drafted for Council's consideration.

Financial Considerations: If the parcels are platted in the future, the cost will be assumed by the City.

Oversight/Project Responsibility: Craig Collins, City Planning Division.

Attachments: Resolutions (2)
Amended Agreements (2)

AMENDMENT NUMBER 1 TO OPEN SPACE ADDITION AMENDMENT NUMBER 2 TO THE MCMURRY BUSINESS PARK PUD GUIDELINES AND THE OPEN SPACE ANNEXATION AGREEMENT

This Amendment Number 1 to Open Space Addition Amendment Number 2 to the McMurry Business Park PUD Guidelines and to the Open Space Addition Annexation Agreement ("Amendment") is entered into on this 21st day of May, 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. Eastgate Ranch, LLC, a Wyoming Limited Liability Company ("Owner"), 2400 Claude Creek Rd, Casper, Wyoming, 82609.

Throughout this document, the City and Owner may be collectively referred to as the "parties."

RECITALS

A. On August 2, 2005, the City Council ("Council") approved Ordinance No. 18-05, which annexed the McMurry Business Park, zoned it as Planned Unit Development ("PUD") and established the McMurry Business Park PUD Guidelines.

B. On May 20, 2014, the Council approved Resolution No. 14-124, which amended the McMurry Business Park PUD Guidelines ("Amended PUD Guidelines"). Resolution No. 14-124 was recorded in the office of the Natrona County Clerk as instrument number 972829 on June 11, 2014.

C. Under the Amended PUD Guidelines, two locations owned by Owner were identified as Open Spaces: 1) a 1.49 acre parcel identified as Open Spaces East; and, 2) a pond directly south of Rocky Mountain Oncology, ("Eastgate Properties"). A copy of the legal descriptions are attached hereto as Exhibits A and B.

D. Under the Amended PUD Guidelines, Exhibit C described the Eastgate Ranch Pond Drainage Easements, which Owner agreed to grant the City of Casper. Said legal description of the easements is attached hereto as Exhibit C.

E. On March 17, 2105, the City Council approved Resolution No. 15-44 with the findings of fact required by W.S. § 15-1-402, which made the Open Space eligible for annexation in the City of Casper, specifically, the McMurry Business Park. Resolution No. 15-44 was recorded in the office of the Natrona County Clerk as instrument number 988811 on March 25, 2015.

F. On March 17, 2015, the City and Owner entered into an Annexation Agreement for a parcel of unplatted land known as the "Open Space Addition," 23.43 acres, more or less located at the SE1/4SE1/4 of Section 7, W1/2SW1/4 of Section 8, and E1/2NE1/4 of Section 18, T.33N,

R78W, 6th P.M., Natrona County, Wyoming. The Annexation Agreement was recorded with the Natrona County Clerk as instrument number 988812 on March 25, 2015.

G. On March 17, 2015, the Casper City Council approved Ordinance 30-14 that: 1) annexed the Open Space Addition; 2) approved the Annexation Agreement between the City of Casper and V.A. Resources, LLC and Eastgate Ranches, LLC for the Open Space Addition; 3) zoned the Open Space as Planned Unit Development, and (4) incorporated the Open Space Addition into the into the McMurry Business Park Planned Unit Development. Ordinance 30-14 was recorded in the office of the Natrona County Clerk as instrument number 988810 on March 25, 2015.

H. On December 19, 2017, the Casper City Council approved Resolution No. 17-238, recorded as Instrument Number 1044248, which approved Amendment Numbers 1 (Instrument No. 1044249) and 2 (Instrument No. 1044250) to the McMurry Business Park Guidelines and The Open Space Annexation Agreement.

I. The parties desire to amend Section 2.2 "Obligations of the Owner for Open Spaces," in Amendment 2, to provide the Owner with the option of either platting and dedicating the open space parcels to the City, or, in the alternative, allow the Owner to transfer ownership of said open space parcels, as previously described therein, by Warranty Deed to the City of Casper.

J. This agreement is for real property and obligations of Eastgate Ranch, LLC and executed simultaneously with a similar agreement setting forth real property owned by Granite Peak Development, LP.

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 incorporated at this point as if fully set forth as part of this Amendment No. 3.

2. AMENDMENT TO SECTION 2.2 OF OPEN SPACE ADDITION ANNEXATION AGREEMENT AMENDMENT NO. 2

Section 2.2 b (1). (Other Requirements) is hereby added as follows:

2.2 Obligations of the Owner for Open Spaces

b. Open Spaces:

1. Notwithstanding Section 2.2 a (1), instead of platting and dedicating the open space, the Owner may transfer ownership of the open space parcels to the City by Warranty Deed in a form acceptable to the City. In that event, with the

execution of this Amendment, Owner will provide complete legal descriptions for the Eastgate Properties, LLC-owned open-spaces identified by the Amended PUD Guidelines, and further described in Exhibits A and B of Amendment No. 2, to include "1.49 Acre Open Space Area," Eastgate Ranch Pond." Owner shall also grant the City the "Eastgate Ranch Pond Drainage Easements," in a form acceptable to the City, and as described in Exhibit C, at its sole cost and expense.

3. RECORDING

a. Owner shall pay the cost of recording this document and all associated documents (e.g., plats, deeds) at the Natrona County Clerk's Office.

4. RATIFICATION OF THE MCMURRY BUSINESS PARK PUD GUIDELINES AND THE OPEN SPACE ANNEXATION AGREEMENT

The terms and conditions of the Amended PUD Guidelines and Amended Open Space Annexation Agreement, as further modified herein, are hereby ratified by the parties and shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned duly authorized representatives of the Parties have executed this Amendment as of the day and year above.

APPROVED AS TO FORM

Walter Trenk III

ATTEST

Fleur D. Tremel
Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Charles Powell
Mayor

WITNESS

By: Dee Hardy

Printed Name: Dee Hardy

Title: Notary

OWNER
Eastgate Ranch, LLC

By: Robert McMurry

Printed Name: Robert McMurry

Title: Manager

STATE OF WYOMING)
) **ss.**
COUNTY OF NATRONA)

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

(Seal, if any)

_____
(Signature of notarial officer)

_____
Title (and Rank)

[My Commission Expires: _____]

STATE OF WYOMING)
) **ss.**
COUNTY OF NATRONA)

This instrument was acknowledged before me on this 10th day of April, 2019, by Robert McMurry as the Manager of Eastgate Ranch, LLC.

(Seal, if any)

NOTARY PUBLIC
DEE HARDY
STATE OF WYOMING
COUNTY OF NATRONA
My Commission Expires November 20, 2020

Dee Hardy
(Signature of notarial officer)

Notary
Title (and Rank)

[My Commission Expires: 11/20/20]

EXHIBIT A
1.49 Acre Open Space Area

A parcel of land situate within the SE¼SW¼ and the SW¼SE¼ of Section 8, T.33N., R.78W., 6th P.M., Natrona County, Wyoming, as shown on Exhibit A, Page 2 of 2, attached hereto and by this reference made a part hereof and being more particularly described as follows:

Commencing at the southeast corner of said Section 8 monumented by an iron pipe;

Thence N38°46'38"W, a distance of 1692.86 feet to the northeast corner of the parcel, located on the south line of East Second Street and being the Point of Beginning;

Thence S63°15'45"W, a distance of 124.06 feet to a point;

Thence S12°02'41"W, a distance of 337.58 feet to the southeast corner of the parcel;

Thence S87°22'25"W, a distance of 247.05 feet to a point;

Thence N86°07'38"W, a distance of 435.00 feet to a point;

Thence N18°02'11"E, a distance of 54.95 feet to the northwest corner of the parcel located on the south line of the Creekside Professional Center Addition;

Thence southeast along the south line of the Creekside Professional Center Addition and the Park Ridge Medical Campus Addition No. 4, and a curve to the left having a radius of 6180.00 feet, through a central angle of 05°34'56", a distance of 602.11 feet, having chord bearing of S84°50'39"E, a distance of 601.87 feet to the southeast corner of the Park Ridge Medical Campus Addition No. 4;

Thence N02°21'53"E, along the east line of the Park Ridge Medical Campus Addition No. 4, a distance of 375.00 feet to the northeast corner of said Addition, located on the south line of East Second Street;

Thence southeast along the south line of East Second Street and a curve to the left having a radius of 5805.00 feet, through a central angle of 02°16'19", a distance of 230.18 feet, having a chord bearing of S88°46'16"E, a distance of 230.17 feet to the Point of Beginning.

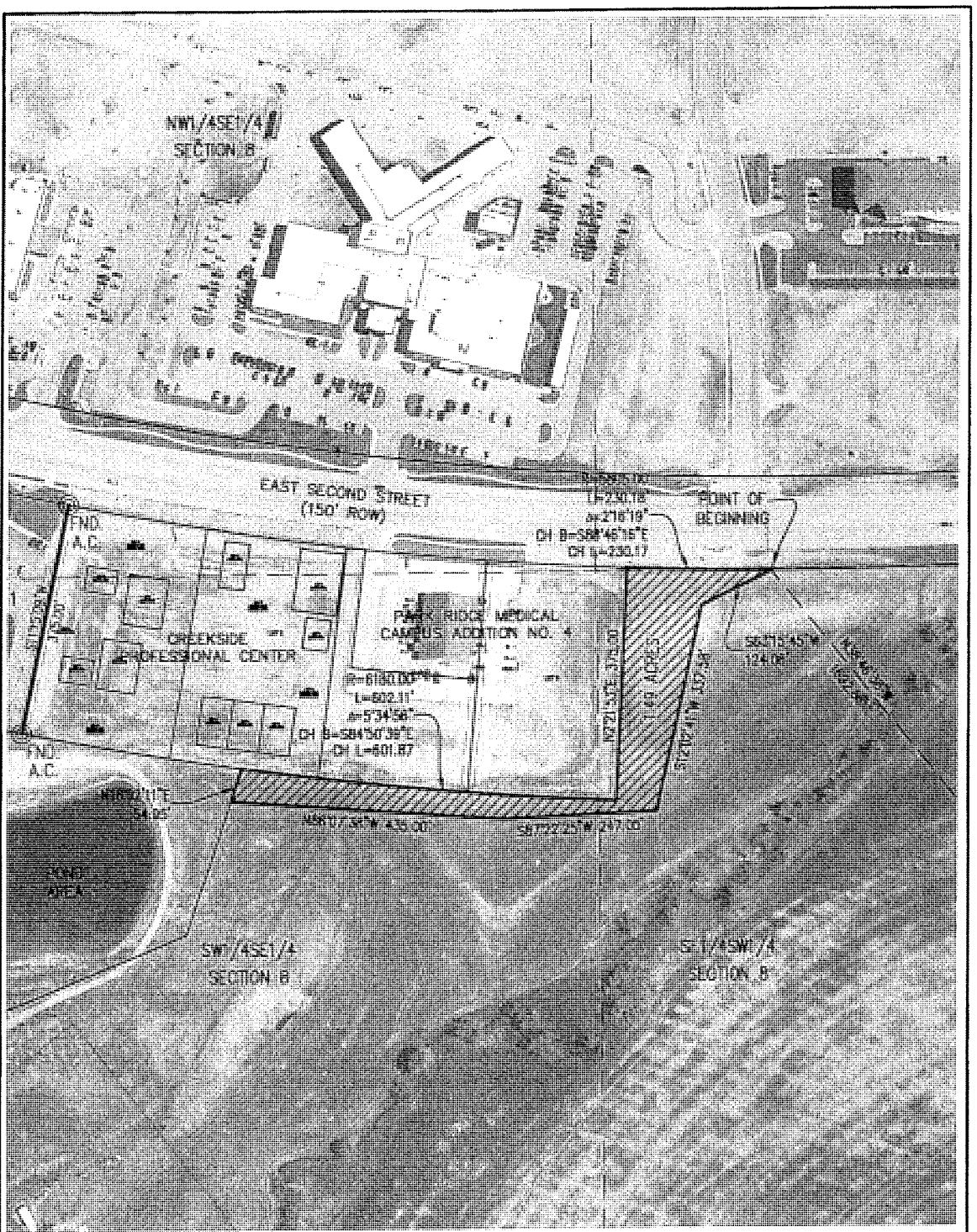
The above described parcel contains 1.49 acres, more or less, and is subject to all rights-of-way and/or easements, reservations and encroachments which have been legally acquired.

I hereby certify that this description was prepared from notes taken during actual surveys made by me or under my direct supervision between April, 2003 and April 2013, and that on the basis of my information knowledge and belief as a Professional Land Surveyor that this description is true and correct.

Professional Land Surveyor
WILLIAM R. FEHRINGER
5528
Date 10/25/16
WYOMING

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.

Civil Engineering Professionals, Inc
6080 Enterprise Dr. Casper, WY 82609
Phone 307.266.4346 Fax 307.266.0103



BASIS OF BEARINGS: Wyoming State Plane
Coordinate System,
East Central Zone, NAD 1983

0 200' 400'

SCALE: 1" = 200'

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

EXHIBIT A

1.49 ACRE OPEN SPACE AREA

SE¼SW¼ & SW¼SE¼
Section 8, T.33N., R.78W. 6TH P.M.
Natrona County, Wyoming
October , 2016
W.O. 13-31
Page 2 of 2

M:\Land 2013\Engr_Dwg\13-31 McMURRY PUD GUIDELINES\BUSINESS PARK OPEN SPACE AREA - BY POND 10-26-17.dwg, 10/26/2017, Bill

EXHIBIT "B"
EASTGATE RANCH POND

A parcel of land situate within the SE¼SW¼ and the SW¼SE¼ of Section 8, T.33N., R.78W., 6th P.M., Natrona County, Wyoming, as shown on Exhibit B, Page 2 of 2, attached hereto and by this reference made a part hereof, being more particularly described as follows:

Commencing at the southeast corner of said Section 8;

Thence N62°12'39"W, a distance of 2153.64 feet to the northeast corner of the parcel located on the south line of the Creekside Professional Center Addition, monumented by an aluminum cap and being the Point of Beginning;

Thence S18°02'11"W, a distance of 282.33 feet to a point monumented by an aluminum cap;

Thence S67°19'26"W, a distance of 629.07 feet to a point monumented by an aluminum cap;

Thence N42°22'49"W, a distance of 324.67 feet to the southwest corner of the parcel, located on the east line of Venture Way, monumented by an aluminum cap;

Thence N15°30'05"E, along the east line of Venture Way, a distance of 444.70 feet to the northwest corner of the parcel, also being the southwest corner of the Meadowlands Addition, monumented by an aluminum cap;

Thence along a curve to the left, also being the south line of the Meadowlands Addition and the Creekside Professional Center Addition, having a radius of 6180.00 feet, through a central angle of 7°16'18", a distance of 784.34 feet, having a chord bearing of S78°25'02"E, a distance of 783.81 feet to the Point of Beginning.

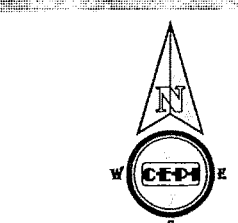
The above described parcel contains 8.51 acres, more or less, and is subject to any rights-of-way and/or easements, reservations, and encumbrances which have been legally acquired.

I hereby certify that this description was prepared by me following an actual survey of said parcel of land in October, 2016, and that on the basis of my information, knowledge and belief as a Professional Land Surveyor this description is true and correct.

Professional Land Surveyor
WILLIAM R. FEHRINGER
5528
Date 7/7/17
WYOMING

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.

Civil Engineering Professionals, Inc.
6080 Enterprise Dr. Casper, WY 82609
Phone 307.266.4346 Fax 307.266.0103



0 300' 600'

SCALE: 1" = 300'

CURVE TABLE					
CURVE #	RADIUS	ARC LENGTH	DELTA	CH B	CH L
C6	6180.00'	784.34'	7°16'18"	S78°25'02"E	783.81
C7	6180.00'	242.62'	2°14'58"	S83°10'40"E	242.61
C8	5805.00'	230.18'	2°16'19"	S88°46'16"E	230.17

BASIS OF BEARINGS: Wyoming State Plane Coordinate System, East Central Zone, NAD 1983

EXHIBIT 'B'
EASTGATE RANCH POND

SE¼SW¼ & SW¼SE¼
Section 8, T.33N., R.78W., 6th P.M.
Natrona County, Wyoming
October , 2016
Revised October 26, 2017
W.O. 13-31
Page 2 of 2

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

M:\Land 2013\Engr_Dwg\13-31 McMURRY PUD GUIDELINES\POND PARCELS-Revised 8-4-17.dwg, 10/26/2017, Bill

EXHIBIT "C"
EASTGATE RANCH POND
DRAINAGE EASEMENTS

Two strips of land twenty feet (20') wide to be designated as drainage easements, situate within the SW¼SE¼ of Section 8, T.33N., R.78W., 6th P.M., Natrona County, Wyoming, as shown on Exhibit C, Page 2 of 2, attached hereto and by this reference made a part hereof, being ten feet on each side of the following described center lines:

DRAINAGE EASEMENT #1:

Commencing at the southeast corner of said Section 8;

Thence N74°22'46"W, a distance of 1895.58 feet to the Point of Beginning;

Thence N10°27'04"W, a distance of 204.07 feet to an angle point;

Thence N60°38'17"W, a distance of 133.89 feet to the Point of Termination located on the east line of the Eastgate Ranch Pond parcel;

The above described easement contains 0.155 acres, (6,759.20 S.F.), more or less, and is subject to any rights-of-way and/or easements, reservations, and encumbrances which have been legally acquired.

DRAINAGE EASEMENT #2:

Commencing at the southeast corner of said Section 8;

Thence N76°32'38"W, a distance of 1747.29 feet to the Point of Beginning;

Thence N50°34'01"W, a distance of 471.44 feet to the Point of Termination located on the east line of the Eastgate Ranch Pond parcel;

The above described easement contains 0.216 acres, (9,428.80 S.F.), more or less, and is subject to any rights-of-way and/or easements, reservations, and encumbrances which have been legally acquired.

I hereby certify that this description was prepared by me following an actual survey of said parcel of land in October, 2016, and that on the basis of my information, knowledge and belief as a Professional Land Surveyor this description is true and correct.

Professional Land Surveyor
WILLIAM R. FEHRINGER
5528
Date 10/20/16
WYOMING

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.

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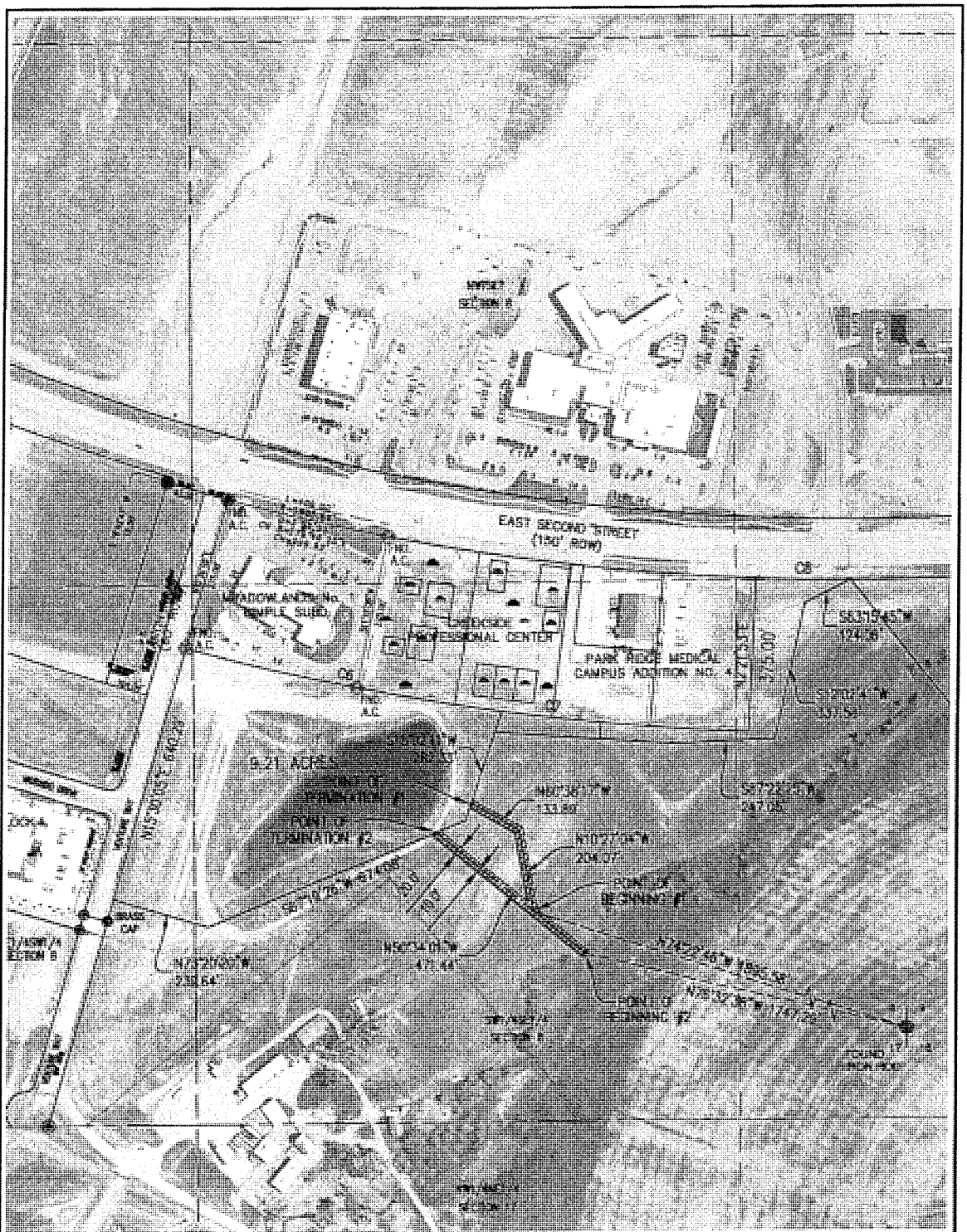

BASIS OF BEARINGS: Wyoming State Plane
Coordinate System,
East Central Zone, NAD 1983

0 300' 600'

SCALE: 1" = 300'

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6080 Enterprise Drive. Casper, Wy 82609
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www.cepi-casper.com

EXHIBIT 'C'
EASTGATE RANCH POND
SE¼SW¼ & SW¼SE¼
Section 8, T.33N., R.78W., 6th P.M.
Natrona County, Wyoming
October , 2016
W.O. 13-31
Page 2 of 2

M:\Land 2013\Engr_Dwg\13-31 McHURRY PUD GUIDELINES\DRAINAGE EASEMENT.dwg, 10/26/2017, Bill

RESOLUTION NO.19-86

A RESOLUTION APPROVING AMENDMENT NUMBER 1 TO AMENDMENT NUMBER 2 TO THE MCMURRY BUSINESS PARK PUD GUIDELINES AND THE OPEN SPACE ANNEXATION AGREEMENT

WHEREAS, on August 2, 2005, the City Council approved Ordinance No. 18-05, which annexed the McMurry Business Park, zoned it as Planned Unit Development (PUD) and established the McMurry Business Park PUD Guidelines; and,

WHEREAS, on May 20, 2014, the City Council approved Resolution No. 14-124, which amended the McMurry Business Park PUD Guidelines. Resolution No. 14-124 was recorded in the office of the Natrona County Clerk as instrument number 972829 on June 11, 2014; and,

WHEREAS, on March 17, 2015, the City executed an Annexation Agreement for a 23-acre, more or less, parcel of land known as the "Open Space Addition." The Annexation Agreement was recorded with the Natrona County Clerk as instrument number 988812 on March 25, 2015; and,

WHEREAS, on March 17, 2015, the City Council approved Ordinance 30-14, that (1) annexed the Open Space Addition, (2) approved the Annexation Agreement, (3) zoned the Open Space Addition as Planned Unit Development (PUD), and (4) incorporated the Open Space Addition into the McMurry Business Park Planned Unit Development. Ordinance 30-14 was recorded in the office of the Natrona County Clerk as instrument number 988810 on March 25, 2015; and,

WHEREAS, on December 19, 2017, the Casper City Council approved Resolution No. 17-238, recorded as Instrument Number 1044248, which approved Amendment Numbers 1 (Instrument No. 1044249) and 2 (Instrument No. 1044250) to the McMurry Business Park Guidelines and the Open Space Annexation Agreement; and,

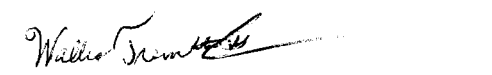
WHEREAS, The parties desire to amend Section 2.2 "Obligations of the Owner for Open Spaces," in Amendment 2, to allow the Owner the choice of either platting and dedicating the open space parcels to the City, or in the alternative, allow the Owner to transfer the open space parcels to the City as unplatted properties, by Warranty Deed; and,

WHEREAS, the governing body of the City of Casper finds that the requested amendments should be approved.

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, this resolution to approve Amendment Number 1 to Amendment Number 2 to the McMurry Business Park PUD Guidelines and the Open Space Annexation Agreement, under the terms and conditions therein.

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

APPROVED AS TO FORM:



CITY OF CASPER, WYOMING
A Municipal Corporation

ATTEST:

Fleur D. Tremel
City Clerk

Charles Powell
Mayor

April 29, 2018

MEMO TO: J. Carter Napier, City Manager 77 for J. Carter Napier

FROM: Andrew Beamer, P.E., Public Services Director
Bruce Martin, Public Utilities Manager

SUBJECT: Authorizing an Agreement between the Natrona County Conservation District and the City of Casper

Meeting Type & Date
Regular Council Meeting scheduled for May 21, 2019.

Action Type
Resolution

Recommendation
That Council, by resolution, authorize an agreement between the City of Casper and the Natrona County Conservation District (District) in the amount of $85,000.

Summary
The District has been partially funded by the City of Casper from 1992 to 2006, in the amount of $12,500 per year because of Casper's vested interest in water savings projects for the Casper-Alcova Irrigation District. Additional monies have been funded by Natrona County over the years. The District has also received grant funding from the Department of Environmental Quality (DEQ) and the Environmental Protection Agency (EPA) Clean Water 319 program, Wyoming Water Development Commission (WWDC), and other grant programs.

In February 2006, the District approached the Casper Public Utilities Advisory Board and requested an increase in Casper's participation to $25,000 per year due to the increasing number and costs of programs undertaken by the District. This was approved by the Board and the amount of $25,000 has been included in the Public Utilities budgets. This amount was matched by Natrona County.

The Casper Public Utilities Advisory Board was again approached by the District in February 2015 and requested an increase in Casper's participation from $25,000 per year to $35,000 per year. The additional funding was requested to help pay for increasing costs of programs including cultural resources technical support. In addition, the District requested capital funding in the amount of $200,000 over a four year period to be used for the installation of pipelines, sprinkler irrigation systems, and other Selenium Control Best Management Practices (BMP's) throughout the watershed. The CPU Advisory Board recommended the amount of $85,000 ($35,000 for operations; $50,000 for capital) be included in the FY16 – FY19 Public Utilities budgets. The FY19 payment will be the final payment of the agreement period.

The District has acquired water quality data from the North Platte River and several of its tributaries since 2001. Annual water quality reports show that the water quality data continues to support a trend in decreasing levels of total selenium in the North Platte River Watershed. In fact, the segment of the North Platte River that runs through Casper was recently removed from the 303(d) list of impaired waters. There are still several creeks, drains, ponds, and reservoirs on the 303(d) list, and efforts continue to reduce selenium runoff in those areas.

Financial Considerations

Funding for this agreement will be from the Wastewater Treatment Plant Fund ($80,000) and the Water Fund ($5,000).

Oversight/Project Responsibility

The agreement will be administered by Bruce Martin, Public Utilities Manager.

Attachments

Resolution

Agreement

AGREEMENT BETWEEN THE CITY OF CASPER AND THE NATRONA COUNTY CONSERVATION DISTRICT

THIS AGREEMENT is made and entered into this 21st day of May, 2019, by and between the City of Casper, Wyoming, a Municipal Corporation, hereinafter referred to as "City," and Natrona County Conservation District, hereinafter referred to as "District."

WHEREAS, City is authorized to contract with certain agencies to provide various services within its jurisdiction, pursuant to Wyoming Statutes 15-1-111; and,

WHEREAS, the District and the City desire to enter into a contract for the District to provide the services described in this agreement for the compensation as set forth below.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and conditions set forth hereunder, the parties agree as follows:

1. The terms of the Agreement shall be for a period of twelve (12) months, commencing April 1, 2019 and terminating March 31, 2020.

2. The parties agree that the total contract price of services to be provided by District, shall be the sum of Eighty-Five Thousand Dollars ($85,000.00) payable to District, upon receipt of a signed City voucher.

3. District agrees to utilize Thirty-Five Thousand Dollars ($35,000.00) of the funding provided via this agreement for direct and administrative costs for the purposes expressed in the Natrona County Conservation District FY2018 Annual Report and the FY2019 Annual Plan as attached hereto and incorporated herein as Exhibit "A".

4. District agrees to utilize Fifty Thousand Dollars ($50,000.00) of the funding provided via this agreement for the implementation of Selenium Control Best Management Practices throughout the watershed as expressed in the Natrona County Conservation District FY2018 Annual Report and the FY2019 Annual Plan as attached hereto and incorporated herein as Exhibit "A".

5. District shall keep and maintain proper records, and shall make an annual financial report to City following the close of the Fiscal Year. District shall make quarterly reports to the City.

6. District agrees to comply with all applicable federal, state, and local laws and regulations and covenants not to discriminate or engage in any practice that has the effect of discriminating against any person on the basis of race, color, national origin, sex, age, or disability, in furnishing or by refusing to furnish to such person or persons the use of any facility or participation in any program including any and all services, privileges, accommodations, and activities provided thereby. District

agrees to give written assurances to City of steps taken to ensure an absence of discrimination against the participants in its programs and activities.

7. District agrees to procure and maintain public liability and property damage insurance in amounts not less than Two Hundred Fifty Thousand Dollars ($250,000.00), for any claimant for any number of claims arising out of a single transaction or occurrence. Five Hundred Thousand Dollars ($500,000.00) for all claims of all claimants arising out of a single transaction or occurrence, and Fifty Thousand Dollars ($50,000.00) for property damage coverage. All policies shall provide that they are primary coverage without any right of contribution from any other insurance policy or other sources of the City, and that they will not be cancelled without thirty (30) days prior written notice to City. District hereby agrees to provide the City with copies of said insurance policies and/or certificates of insurance attesting to said coverage upon the execution of this Agreement. The intent of this section is to insure that sufficient funds are available to fully insure City for the full amounts of its potential liability under the Wyoming Governmental Claims Act, W.S. § 1-39-101 et seq. District hereby agrees to carry Workers' Compensation coverage for its employees in the amounts and limits as provided by Wyoming law with proof of coverage being provided the City as provided above.

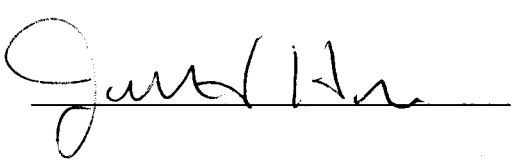
8. District agrees to promptly pay, as they become due, all claims, debts, and charges, which it may incur as a result of the program herein contained, and shall hold and save City harmless of any such claims and debts.

9. The City and the District do not waive any right or rights they may have pursuant to the Wyoming Governmental Claims Act, W.S. § 1-39-101 et seq., and the City and the District specifically reserve the right to assert any and all rights, immunities, and defenses they may have pursuant to the Wyoming Governmental Claims Act.

10. This Agreement shall be binding upon the parties hereto, their respective successors, and assigns.

EXECUTED the day and year first set forth above.

APPROVED AS TO FORM:



ATTEST:

Fleur D. Tremel
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Charles Powell
Mayor

WITNESSETH:

Lisa Ogden

By: Lisa Ogden

NATRONA COUNTY
CONSERVATION DISTRICT

Andrew C. Anderson
Chairman

Exhibit "A"

Natrona County Conservation District

Integrated
FY2018 Annual Report
&
FY2019 Annual Plan

Table of Contents

Integrated FY2018 Report & FY2019 Plan

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NCCD Board of Supervisors & Staff 2

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FY2018 Projects in the Watershed 6

FY2019 Projects in the Watershed 7

Conservation Seedling Trees 8

Education 9

Financial Report 10

Conserving our natural resources while preserving our way of life.

Natrona County Conservation District

5880 Enterprise Drive, Suite 100

Casper, Wyoming 82609

307.261.5436 Ext. 5592

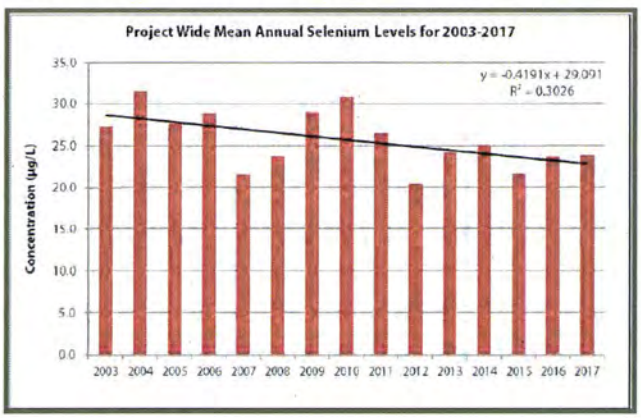
~~~

lisa.ogden@wy.nacdnet.net

www.nccdwyoming.com

Back Row (Left to Right):

Kenny Wolfley—NRCS District Conservationist, **Dennis Scott**—Vice-Chairman, **Scott Smith**—Supervisor, **Len Camp**—Supervisor

Front Row (Left to Right):

Andy Anderson—Chairman, **Lisa Ogden**—District Manager, **Tammy Cobb**—Treasurer
~~~

Water Quality

Natrona County Surface Water Quality -

Total watershed health is the top priority for the Natrona County Conservation District (NCCD). Watershed health includes all aspects of water quality (both chemical and biological), water availability, soil health and management, as well as rangeland quality. The NCCD works to maintain and improve the health of the watershed by implementing best management practices (BMPs) that are determined to be an effective and realistic means of preventing or reducing the amount of pollution generated by nonpoint sources to a level compatible with water quality goals.

Large deposits of Cody Shale are prevalent in the underlying geology of much of Natrona County. As a result, large concentrations of the heavy metal selenium are abundant within the soil. Due to the metal's characteristic of being highly soluble in water, the North Platte River and its associated drainages are quite vulnerable to high levels of selenium. The BMPs that are implemented by landowners in partnership with NCCD are primarily focused on the reduction of selenium transportation through the watershed, but also emphasize protection of water quality and promotion of soil conservation within our watershed.



NCCD Priorities

- Overall Health of the Watershed
- Water Quality & Quantity
- Proper Soil Management
- Rangeland Quality
- Landowner Education & Technical Assistance
- Locally Led & Realistic Conservation
- Ongoing Partnership Development
- Voluntary Landowner Participation
- Conservation Seedling Tree Sales

Extra! Extra!

Selenium in the North Platte River

In 1998, the North Platte River was added to the 303(d) List due to excess selenium loading. In 1996, years of water quality data collected by the NCCD was presented to WDEQ for evaluation to determine if the North Platte River was meeting the chronic selenium criteria (<5 mcg/L). After two additional years of more intense sampling, the WDEQ recommended in "Wyoming's Draft 2016/2018 Integrated 303 (d) Report" that the segment of the North Platte River from the confluence with Muddy Creek upstream to the confluence with Poison Spider Creek be moved from the 303(d) List to Category 2 in 2018.

Find the words to complete the word search and solve the sentence below with the remaining letters.

CAID	NCCD
CASPER	NEWS
CLEAN	NRCS
CONSERVATION	QUALITY
COUNTY	SAMPLING
DISTRICT	SELENIUM
EPA	WADERS
FLOW	WATER
HEALTHY	WATERSHED
LANDOWNERS	WDA
NATRONA	WDEQ

T	H	E	S	C	R	N	N	H	O	R	C	S	N	T
W	A	T	E	R	S	H	E	D	H	O	P	E	A	L
A	T	T	E	R	I	A	V	E	N	R	S	L	T	I
Y	S	O	S	F	L	F	I	S	C	F	R	E	R	I
A	T	W	L	T	L	Y	E	G	D	L	E	N	O	E
L	E	I	H	I	S	R	D	N	W	O	N	I	N	T
N	E	Y	L	D	V	I	A	I	D	W	W	U	A	S
O	F	S	E	A	S	P	C	L	E	T	O	M	E	M
B	E	R	T	T	U	W	L	P	Q	J	D	L	W	I
A	G	I	R	R	A	Q	E	M	Y	T	N	U	O	C
K	O	I	H	D	E	A	A	A	V	F	A	W	Q	N
N	C	D	E	P	Q	P	N	S	H	F	L	A	D	W
T	X	R	C	U	Y	E	S	C	A	I	D	T	W	J
J	S	J	M	C	X	S	W	A	N	J	W	E	B	M

_ _ _ _

Read "Wyoming's 2016/2018 Integrated 305(b) and 303(d) Report" at nccdwyoming.com.

Also, Coming Soon- The EPA Success Story regarding the North Platte River!

~ Read All About It!

Now for the exciting news! The North Platte River is officially delisted as of September!!! (Answer for page 4 puzzle.) This is good news for all residents of Natrona County and the City of Casper. The health of the river is improving, with less selenium loading than in previous years. This helps to improve habitat for aquatic life, enhance water quality for wildlife and livestock as well as for residents and visitors who recreate on the North Platte River.

There is still work to be done in the watershed. Still listed on the 303(d) List as impaired for selenium are Casper Creek, Poison Spider Creek, Poison Spring Creek, Oregon Trail Drain, and four ponds and reservoirs. The NCCD will continue to focus on BMPs that will minimize the migration of selenium within our watershed utilizing grant awards, through partnerships and leadership in watershed health issues.

The NCCD is proud to have been a part of the de-listing process, along with landowners, Natural Resources Conservation Service (NRCS), the City of Casper, Natrona County Commissioners, and Casper Alcova Irrigation District (CAID).

Map of the Middle North Platte Sub-basin showing the location of assessed waters.

From Integrated Report

FY2018 Projects in the Watershed

FY2018 Completed Water Quality Projects:

The method of water delivery on cropland is critical for controlling the migration of selenium throughout the watershed. Sprinkler irrigation not only minimizes the selenium transport, but also conserves water, is more effective, and improves production on previously flood irrigated cropland. Eliminating earthen ditches and installing pipeline also minimizes selenium transport, and conserves water by eliminating evaporative losses and seepage. In FY2018, the NCCD managed the conversion of 130 acres of previously flood irrigated cropland to sprinkler irrigation, as well as the conversion of 2,270 feet of earthen ditches to 3,020 feet of buried pipeline. These BMPs were completed utilizing WDEQ Non-Point Source grants ($151,958.93), NRCS's EQIP funding ($7,948.98), and landowners providing the additional revenue to complete these BMPs ($149,014.94), for a total investment in the watershed of $308,922.85.

Water quality sampling continued throughout the fiscal year, with monthly water samples taken from 11 sampling sites throughout the watershed. The samples were analyzed for total selenium and the results were compiled within an annual water quality report for the NCCD and WDEQ. The project-wide mean annual selenium levels are shown on page 3. Selenium levels in our watershed have continued to decrease overall since 2003.

Actual FY2018—

Flood to Sprinkler ~

130 Acres

Earthen Ditch Eliminated ~

2,270 Feet

Pipeline Installed ~

3,070 Feet

Investment in the Watershed ~

$308,922.85

Planned Water Quality Projects for FY2019:

The NCCD has three irrigation conversion projects under contract now, expected to be completed during FY2019. These projects will convert another 60 acres of presently flood-irrigated cropland to sprinklers, and see the installation of 4,200 feet of pipeline to replace earthen ditch. The NRCS presently has an additional four irrigation projects to be completed in FY2019.

Several additional landowners have approached the NCCD regarding cost share opportunities for irrigation projects, wells, or stock pipelines and tanks. All cost share projects are voluntary for the landowners, and the projects are designed in partnership with the landowners.

Water quality sampling in the watershed will continue on a monthly basis, on no less than 10 sampling sites each month. During FY2019, the NCCD's Sampling Analysis Plan (SAP) will be updated to reflect the de-listing of the North Platte River and any other needed changes to our water sampling schedule.

The NCCD continues to establish partnerships with landowners, government and private agencies, and our elected officials. The NCCD District Manager and the Board of Supervisors will continue to seek out and secure funding for projects that are beneficial to the watershed, the wildlife, the landowners, and the community.

Projected for FY2019 -

Flood to Sprinkler ~

100 Acres

Earthen Ditch Eliminated ~

6,000 Feet

Pipeline Installed ~

6,000 Feet

Investment in the Watershed ~

$300,000

FY2019 Projects in the Watershed

Seedling Tree Sales

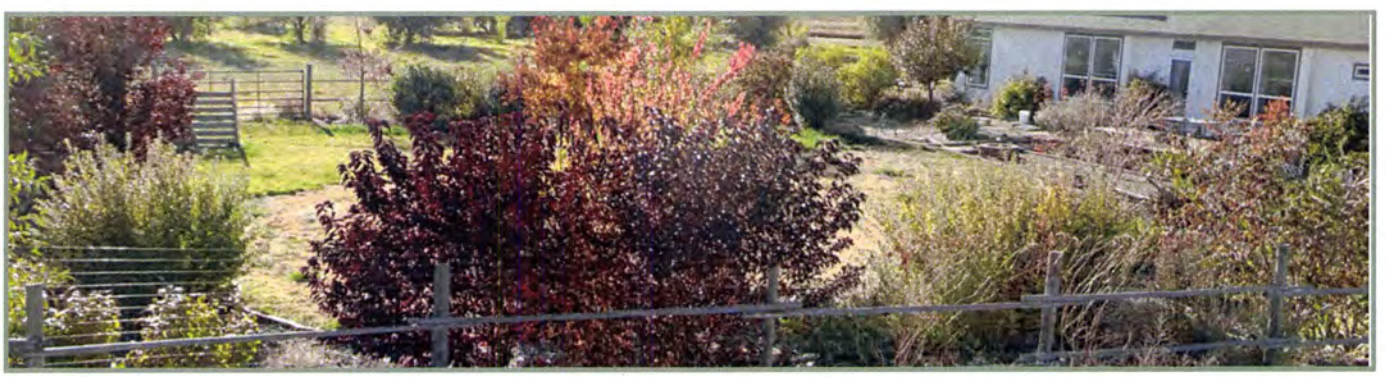
FY2018—

In 2018, the NCCD sold 6,200 seedling trees and shrubs to 87 landowners to establish shelterbelts for wind and snow management, wildlife habitat and fruit production. Out of the almost 100 species offered by the NCCD, the most popular trees and shrubs sold include hardy apricot, Caragana, Nanking cherry, native cottonwood, lilac, McDermand pear, wild rose, spruce, juniper and pine.

Over 150 pounds of planting polymer were sold to help with our dry soil conditions, and 27 rolls of 6'x300' weed barrier to protect soils from wind and erosion, as well as assist with moisture retention.

FY2019—

Orders for delivery in May of 2019 begin in October of 2018. Tree selection varies each year dependent upon the nursery stock. The latest order form can be found on the NCCD website, www.nccdwyoming.com, along with abundant information on each tree species that is sold by the NCCD.



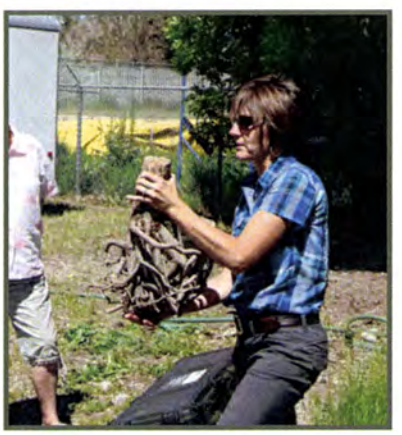
Education

FY2018—

- Watershed Tour with WACD and Agricultural Staff from Senator Enzi's Office
- CAID Annual Meeting Presentation for 60 Irrigators
- Legislative Luncheon and Update for 42 Elected Officials
- Project Presentation at National Convention in Nashville, Tennessee for 100+ Attendees
- Soil Health Class for 45 Attendees
- Central Wyoming Tree School for 56 Attendees
- Cole Creek Fire Recovery Tree Planting Presentation
- Central Wyoming Home Show Booth (over 2,000 Attendees)

FY2019—

- Watershed Tour with NRCS State Conservationist, Board of Supervisors and CAID in October of 2018
- Selenium Class at Natrona County High School in October of 2018
- Project Presentation at WACD State Convention in November of 2019
- Legislative Luncheon in December of 2019
- Irrigation Water Management/Soil Health Class in January of 2019
- Central Wyoming Tree School scheduled in February of 2019
- Central Wyoming Home Show Booth March of 2019



Financial Report

(the real dirt)

	FY2018 Actual	FY2019 Budget
Reserves at Beginning of FY	$ 276,678	$ 368,356
General Fund at Beginning of FY	$ 12,695	$ 6,623
Cash on Hand (Beginning of FY)	**$ 289,373**	**$ 374,979**
Revenue		
Local Support (City of Casper / Natrona County)	$ 70,000	$ 70,000
State Support (WDA WQ Funds)	$ 12,823	$ 10,824
Gross Retail Sales (Seedling Trees, Polymer)	$ 12,578	$ 10,000
Grants (WDEQ 319, WWDC SWPP, WDA)	$ 93,642	$ 412,328
Project Funds (Selenium Project Funds)	$ 81,678	$ 81,678
Interest	$ 104	$ 150
Total FY Revenue	**$ 270,825**	**$ 584,980**
Expenditures		
Administration (Personnel, Board & Office Exp.)	$ 60,047	$ 75,492
Operations (BMPs, Retail Costs, Educational)	$ 113,335	$ 712,078
Indirect (Insurance, Indirect Payroll Costs)	$ 11,481	$ 15,159
Subtotal	**$ 184,863**	**$ 802,729**
Difference in End of Year Liabilities	$ (356)	
Total FY Expenditures	**$ 185,219**	**$ 802,729**
Total Cash on Hand FYE	**$ 374,979**	**$ 157,230**
FYE Balance of Capital Reserves	**$ 15,000**	**$ 15,000**
FYE Balance of Restricted Reserves (Pre-Paid Grant & Project Funds)	**$ 293,356**	**$ 70,000**
FYE Balance of Emergency Reserves (1 Year Operating Costs)	**$ 60,000**	**$ 60,000**
General Fund at FYE	**$ 6,623**	**$ 12,230**

RESOLUTION NO.19-87

A RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN THE CITY OF CASPER AND THE NATRONA COUNTY CONSERVATION DISTRICT.

WHEREAS, the City of Casper has entered into previous agreements with the Natrona County Conservation District each year from 1993 through 2018; and,

WHEREAS, the Conservation District, through its programs, will provide benefits to the City of Casper; and,

WHEREAS, the City of Casper desires to enter into a new agreement with the Natrona County Conservation District.

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 between the City of Casper and the Natrona County Conservation District in an amount not to exceed Eighty-Five Thousand Dollars ($85,000).

BE IT FURTHER RESOLVED, that the City Manager is hereby authorized to make verified partial payments to the project as prescribed by the agreement for a total amount not to exceed Eighty-Five Thousand Dollars ($85,000).

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

May 6, 2019

MEMO TO: J. Carter Napier, City Manager JCN

FROM: Andrew Beamer, Public Services Director AB

SUBJECT: Authorizing a Revocable License Agreement with Jeff McDonald for Maintenance of a Deck

Meeting Type & Date
Regular Council Meeting
May 21, 2019

Action Type
Resolution

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

Summary
Jeff McDonald requests the City's permission to maintain a deck within City property. The deck was constructed decades ago with a portion inadvertently encroaching into City property. 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
None.

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. Insurance Requirements.

A. In order to ensure the ability of the Licensee to indemnify the City, the Licensee shall obtain, at its sole cost and expense, public liability insurance coverage in an amount no less than the City's maximum liability under the Wyoming Governmental Claims Act, W.S. 1-39-101 *et seq.*, currently Two Hundred Fifty Thousand Dollars ($250,000) to any claimant for any number of claims arising out of a single transaction or occurrence, and Five Hundred Thousand Dollars ($500,000) for all claims of all claimants arising out of a single transaction or occurrence.

B. Such insurance shall provide that it will not be cancelled or limits reduced without at least thirty (30) days prior written notification to the City, that the City is an additional named insured thereunder, and that it is primary insurance without any right of contribution from any other resource or insurance.

C. Licensee shall provide the City with certificates evidencing such insurance as described above immediately after execution of this License and prior to use of the licensed premises.

D. Licensee shall further provide the City with copies of its insurance policy and/or policy endorsements listing the City of Casper as an additional insured. The City's failure to request or review such policies, endorsements, and certificates shall not affect the City's rights or the Licensee's obligation hereunder.

E. It is recognized by and between the Parties to this License that the insurance requirements contained herein are the maximum liabilities which may be imposed under Wyoming Statute Section 1-39-101 *et seq.*

F. In the event the maximum liability allowed by law is altered, either during the initial Term of this License, then such insurance requirements as outlined above from the Licensee shall be amended accordingly so as to provide insurance in an amount equal to or greater than the maximum liability imposed by law.

G. It is entirely the obligation of the Licensee to provide insurance for their personal property and for that of its participants, employees and agents.

6. 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.

7. 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.

8. Reservations. This License is granted to Licensee subject to all existing easements, rights-of-way, covenants, restrictions and reservations.

9. 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".

10. 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.

11. 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.

12. 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.

13. Changes. No modifications to this License may be made unless they are made in writing, signed by both parties, and approved by the City.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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	City of Casper
Attn: Jeff McDonald	Attn: Public Services Director
1803 Begonia	200 North David
Casper, WY 82604	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.

19. 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.

The rest of this page is intentionally left blank

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 Wyoming)
) ss.
COUNTY OF Natrona)

The foregoing instrument was acknowledged before me on the 6th day of May, 2019, by Jeff McDonald.

Deborah J Estes

Notary Public

My commission expires: November 1, 2020

NOTARY PUBLIC
DEBORAH J ESTES
STATE OF WYOMING
COUNTY OF NATRONA
My Commission Expires November 1, [illegible]

Jeff McDonald License

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.

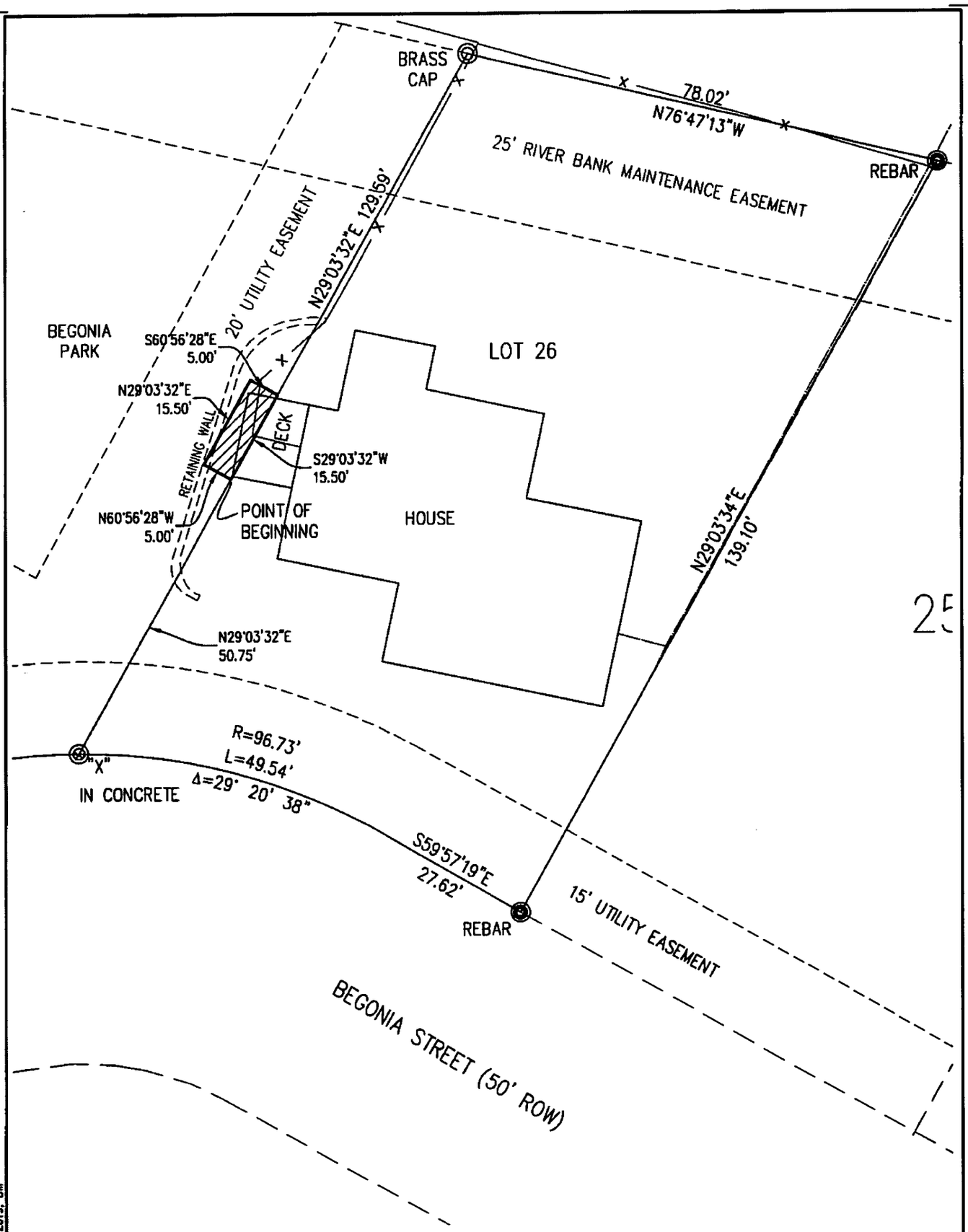
The above described easement contains 77.50 S.F., more or less, and is subject to all rights-of-way and/or easements, reservations and encroachments which have been legally acquired.

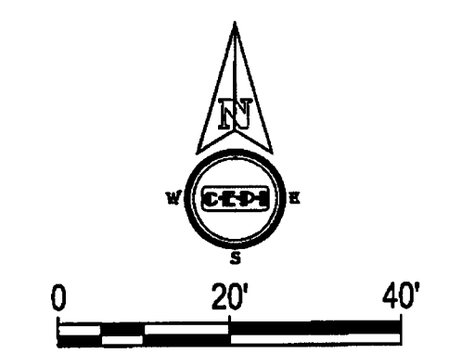
I hereby certify that this description was prepared by me from notes taken during an actual survey made under my direct supervision in February, 2019, and that on the basis of my information, knowledge and belief as a Professional Land Surveyor this description is true and correct.

Professional Land Surveyor
WILLIAM R. FEHRINGER
5528
Date 2/7/19
WYOMING

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.

Civil Engineering Professionals, Inc.
6080 Enterprise Dr. Casper, WY 82609
Phone 307.266.4346 Fax 307.266 0103
www.cepi-casper.com





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, BIII

RESOLUTION NO. 19-88

A RESOLUTION AUTHORIZING A 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 Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a 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:

_____

CITY OF CASPER, WYOMING
A Municipal Corporation

ATTEST:

_____
Fleur D. Tremel
City Clerk

_____
Charles Powell
Mayor

April 30, 2019

MEMO TO: J. Carter Napier, City Manager

FROM: Andrew Beamer, P.E., Public Services Director
Alex Sveda, P.E., Associate Engineer

SUBJECT: Authorizing an Agreement with 71 Construction, in the Amount of $97,981, for the Jackson and 8th Sewer Repairs, Project No. 19-017.

Meeting Type & Date
Regular Council Meeting
May 21, 2019

Action type
Resolution

Recommendation
That Council, by resolution, authorize an Agreement with 71 Construction, for construction of the Jackson and 8th Sewer Repairs, Project No. 19-017, for the base bid amount of $97,981. Furthermore, it is recommended that Council authorize a construction contingency account, in the amount of $5,019, for a total project amount of $103,000.00.

Summary
On April 30, 2019, bids were received from three (3) contractors for construction of the Jackson and 8th Sewer Repairs, Project No. 19-017. The bids for the work were as follows:

CONTRACTOR	LOCATION	BASE BID
71 Construction	**Casper, Wyoming**	**$97,981.00**
Treto Construction	Casper, Wyoming	$115,400.00
Sterling Excavation	Casper, Wyoming	$127,614.00

The Engineering Office estimate for the project was $100,000. Plans for the project include approximately 320 feet of new sanitary sewer PVC main construction and abandoning existing sanitary sewer vitrified clay pipe mains near Jackson and 8th Streets. Construction of the improvements is to be substantially complete by July 19, 2019.

Financial Considerations
Funding for the project will be from Sewer Fund Reserves.

Oversight/Project Responsibility
Alex Sveda, P.E., Associate Engineer, Public Services Department.

Attachments
Resolution; Agreement; Bid Form

STANDARD FORM OF
AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is made between the City of Casper, 200 North David Street, Casper, Wyoming 82601, hereinafter referred to as the "Owner," and 71 Construction, 7072 Barton Drive, Casper, Wyoming, 82604, hereinafter referred to as the "Contractor."

WHEREAS, the City of Casper desires replacement of sanitary sewer piping and manholes.

WHEREAS, the Contractor is able and willing to provide those services specified as the

Jackson and 8th Sewer Repairs, Project No. 19-017.

NOW, THEREFORE, it is hereby agreed as

follows: ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract Documents for the Jackson and 8th Sewer Repairs, Project No. 19-017, hereinafter referred to as the "Work."

ARTICLE 2. ARCHITECT/ENGINEER.

The Project has been designed by the City of Casper who is hereinafter referred to as the "Engineer" and who is to act as Owner's representative, assume all duties and responsibilities and have the rights and authority assigned to Architect and/or Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3. CONTRACT TIME.

3.1 The Work will be substantially completed by July 19, 2019, and ready for final payment in accordance with Article 14 of the General Conditions by July 26, 2019. Substantial Completion will be accepted once all utilities are installed and in working order, surfacing is replaced and the project site is returned to full normal vehicular and pedestrian traffic. Once Contractor has mobilized on-site and work has commenced, Contractor shall work continuously on-site, during the construction activities hours specified in these contract documents, until work is substantially complete. Contractor shall submit a comprehensive traffic control plan for approval. No open excavations shall remain overnight.

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 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 Ninety-Seven Thousand Nine Hundred Eighty-One Dollars ($97,981.00), subject to additions and deductions by Change Order approved by the Owner. The contract fee shall be based on materials actually furnished and installed and services actually provided based on the unit prices for the Base Bid.

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.

5.1.2 After payment of fifty percent (50%) of Total Contract Price has been made, Owner shall withhold such amounts necessary so the total retainage is equal to five percent (5%) of the Total Contract Price.

5.1.3 In the event the Contractor makes only one application for payment upon substantially completing the Work, progress payment will be made in an amount equal to ninety-five percent (95%) of the Work completed. Owner shall withhold five percent (5%) of the work completed as retainage, said retainage to be paid in accordance with the provisions of Paragraph 5.2, Final Payment.

5.1.4 Should amounts owed by the Contractor to the City for any goods, services, licenses, permits or any other item or purpose remain unpaid beyond the City's general credit policy, those amounts may be deducted from the payment being made by the City to the Contractor pursuant to this agreement.

5.2 OWNER may withhold progress payments if CONTRACTOR fails to submit an updated progress schedule with the application for payment as detailed in Section 01310 Progress Schedules.

5.3 Final Payment. Upon final completion and acceptance of the Work in accordance with Paragraph 14.13 of the General Conditions, Engineer shall recommend payment and present Contractor's Final Application for Payment to the City. Pursuant to Wyoming State Statutes, final payment cannot be made until forty-one (41) days after publication of the first Notice of Completion.

ARTICLE 6. WITHHELD FUNDS.

Pursuant to Wyoming Statutes Section 16-6-701 et seq., withheld percentages for Contracts exceeding Twenty-Five Thousand Dollars ($25,000.00) will be retained in an account in the name of the Contractor (except when specifically waived in writing by Contractor) which has been assigned to the Owner until the Contract is completely, satisfactorily, and finally accepted by the Owner. Unless a depository is designated by the Contractor in a written attachment hereto, the Contractor's signature hereon shall act as authority for the Owner to designate a retainage depository on behalf of the Contractor, for the purposes specified in Wyoming Statutes Section 16-6-704. The Contractor's signature hereon shall act as an assignment of the depository account to the Owner, as provided by Wyoming Statutes Section 16-6-701 et seq., whether the depository is designated by the Contractor or by the Owner.

ARTICLE 7. CONTRACTOR'S REPRESENTATIONS.

In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

7.1 Contractor has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state, and local Laws and Regulations that in any manner may affect cost, progress, or performance of the Work.

7.2 Contractor has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress, or performance of the work which were relied upon by Engineer in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.

7.3 Contractor has made or caused to be made examinations, investigations, and tests and studies as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports, or similar data are or will be required by Contractor for such purposes.

7.4 Contractor has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the terms and conditions of the Contract Documents.

7.5 Contractor has given Engineer written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor.

ARTICLE 8. CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire agreement between Owner and Contractor are attached to this Agreement, made a part hereof and consist of the following:

8.1 This Agreement (Pages SFA-1 to SFA-6, inclusive).

8.2 Joint Account Agreement or Letter of Forfeiture waiving same.

8.3 Exhibit "A" - Bid Form (BF-1 through BF-4 of the Bid Form and BS-1 of the Bid Schedule.

8.4 Addenda No.: Addendum #1, Addendum #2.

8.5 Performance and Payment Bonds.

8.6 Certificates of Insurance, of Workers' Compensation Coverage, and of Unemployment Insurance Coverage.

8.7 General Conditions (Pages 00700-1 to 00700-42, inclusive).

8.8 Supplementary Conditions (Pages SC-1 to SC-16, inclusive).

8.9 General Requirements, consisting of nine (9) sections. Special Provisions consisting of seven (7) Sections and four (4) Drawing "Sheets".

8.10 Notice of Award.

8.11 Notice to Proceed.

8.12 Minutes of the Pre-Bid Conference, if any.

8.13 Contract Drawings, with each sheet bearing the following general title:

Jackson and 8th Sewer Repairs, Project No. 19-017

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 3.04 and 3.05 of the General Conditions, on or after the effective date of

this Agreement.

8.16 Notice of Substantial Completion.

ARTICLE 9. GOVERNMENTAL CLAIMS ACT.

The City does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 et seq. The City specifically reserves the right to assert any and all immunities, rights, and defenses it may have pursuant to the Wyoming Governmental Claims Act.

ARTICLE 10. MISCELLANEOUS PROVISIONS.

Terms used in this Agreement, which are defined in the General Conditions, shall have the meanings designated in those conditions.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in one
(1) original copy on the day and year below written.

DATED this 21st day of May, 2019.

******THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK******

APPROVED AS TO FORM:
(Jackson and 8th Sewer Repairs, Project No. 19-017)

_____

CONTRACTOR:

ATTEST:

71 Construction
7072 Barton Drive
Casper, Wyoming, 82604

By:_____

Title:_____

By: _____

Title: _____

OWNER:
CITY OF CASPER, WYOMING
A Municipal Corporation

ATTEST:

By:_____
Fleur D. Tremel
Title: City Clerk

By: _____
Charles Powell
Title: Mayor

EXHIBIT "A"
STANDARD
BID FORM
(Approved by City Attorney, 1995)

PROJECT IDENTIFICATION: City of Casper
Jackson and 8th Sewer Repairs
Project No. 19-017

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 by **July 19, 2019** as specified or indicated in the Bidding Documents for the Contract Price, and completed and ready for final payment not later than by **July 26, 2019**, 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. One Dated April 23, 2019
   Addendum No. Two Dated April 23, 2019

   B. Bidder has examined the site and locality where the work is to be performed, the federal, state, and local Laws and Regulations, and the conditions affecting cost, 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: $ 97,981.00

TOTAL BASE BID, IN WORDS: Ninty-seven thousand nine hundred eighty-one DOLLARS.

6. Bidder agrees that the work for the City will be as provided above.

7. Bidder accepts the provisions of the Bidding Documents as to liquidated damages in the event of failure to complete the work on time, unless otherwise stated as provided below. Bidder agrees that such liquidated damages are not a penalty and that the amount provided is as close an estimate as possible to actual damages. Any exceptions or objections to this provision are stated in writing and attached hereto by Bidder.

8. The following documents are attached to and made a condition of this Bid:

   A. Required Bid Guaranty in the form of a Bid Bond. (Unless otherwise provided by the City.)

   B. Itemized Bid Schedule.

   C. Copy of Certificate of Residency, if bidding as Wyoming Resident.

9. Communications concerning this Bid shall be addressed to:

Address of Bidder: 7072 Barton Dr.
PO Box 4600
Casper, WY 82604

10. The terms used in this Bid are defined in and have the meanings assigned to them in the General Conditions, except as provided in the Supplementary Conditions and Bidding Documents.

Submitted on April 30, 2019.

BF-2

Bidder is bidding as a Resident (Insert Resident or Non-Resident)

IF BIDDER IS:

AN INDIVIDUAL

By: _____ (seal)
(Individual's Name)

doing business as: _____

Business Address: _____
_____
_____

Phone Number: _____

A PARTNERSHIP

By: _____ (seal)
(Firm's Name)

_____
(General Partner)

Business Address: _____
_____
_____

Phone Number: _____

A CORPORATION OR LIMITED LIABILITY COMPANY

By: 71 Construction (seal)
(Corporation's or Limited Liability Company's Name)

Wyoming
(State of Incorporation or Organization)

By: [illegible] (seal)

PRES
(Title)

(Seal)

Attest: [illegible]

Business Address: PO Box 4600
7672 Barton Dr.
Casper, WY 82604

Phone Number: 307-235-2922

A JOINT VENTURE

By: _____ (seal)
(Name)

_____
(Address)

By: _____ (seal)
(Name)

_____
(Address)

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

BF-4

BID SCHEDULE
Jackson and 8th Sewer Improvements
Project No. 19-017

NO.	DESCRIPTION	UNIT	QUANTITY	UNIT COST (in numerals)	Total Cost
1	Mobilization and Bonds	LS	1	9,481.00	9,481.00
2	Traffic Control	LS	1	12,000.00	12,000.00
3	F&I Flowfill Encasement	CY	10	250.00	2,500.00
4	R&R Sanitary Sewer Main	LF	320	100.00	32,000.00
5	Reinstate Sanitary Sewer Service	EA	1	1,000.00	1,000.00
6	R&R Existing Sanitary Sewer MH (48" Dia.) Depths Vary	EA	1	20,000.00	20,000.00
7	F&I Utility Adjustment (Depths Vary)	EA	2	2,000.00	4,000.00
8	R&R MH Concrete Trough	EA	2	1,000.00	2,000.00
9	MH Removal, Disposal, Backfill, and Surface Restoration	EA	1	15,000.00	15,000.00

TOTAL Base Bid	97,981.00

RESOLUTION NO. 19-89

A RESOLUTION AUTHORIZING AN AGREEMENT WITH 71 CONSTRUCTION, FOR JACKSON AND 8TH SEWER REPAIRS, PROJECT NO. 19-017.

WHEREAS, the City of Casper desires to make sanitary sewer improvements on Jackson and 8th Streets and,

WHEREAS, 71 Construction, is able and willing to provide those services specified as the Jackson and 8th Sewer Repairs, Project No. 19-017; 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 71 Construction, for those services, in the amount Ninety-Seven Thousand Nine Hundred Eighty-One and 00/100 Dollars ($97,981.00).

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 Ninety-Seven Thousand Nine Hundred Eighty-One Dollars 00/100 ($97,981.00), and Five Thousand Nineteen and 00/100 Dollars ($5,019.00) for a construction contingency account, for a total price of One Hundred Three Thousand and 00/100 Dollars ($103,000.00).

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:
(Jackson and 8th Sewer Repairs, Project No. 19-017)

Walter Trudell

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Charles Powell
Mayor

May 6, 2019

MEMO TO: J. Carter Napier, City Manager JCN

FROM: Andrew Beamer, Public Services Director AB
Chad Edwards, Network Administrator CE

SUBJECT: Purchase of GE Orbit Radios to Upgrade the Existing Traffic Network

Meeting Type & Date:
Regular Council Meeting
May 21, 2019

Action type:
Minute Action

Recommendation:
That Council, by minute action, authorize the purchase of 42 GE Orbit radios from GE MDS, LLC to upgrade the existing traffic network in the amount of $53,759.00.

Summary:
The City currently uses a network of GE 900MHz radios to manage traffic related equipment at intersections throughout the community. These radios are tied in to the City's network, which enables staff to have remote oversight. This connectivity also allows for immediate analysis and changes to be performed.

The existing radio equipment was initially installed for the Police department's mobile data computer systems in 2003. When the PD abandoned the network for newer technology, traffic was able to use it for their operations. Now 16 years old, the radios need to be replaced. The GE Orbit is the replacement radio, which will utilize the existing hardware and cabling at each location.

Financial Considerations:
This purchase was budgeted as part of the capital project to upgrade the traffic network.

Oversight/Project Responsibility:
Chad Edwards, Network Administrator

Attachments:
No attachments.

May 7, 2019

MEMO TO: J. Carter Napier, City Manager JCN

FROM: Fleur Tremel, Assistant to the City Manager FT

SUBJECT: Community Promotions Allocations – FY 2020 – Final Results

Meeting Type & Date
Regular Council Meeting
May 21, 2019

Action type
Minute Action

Recommendation:
That Council, by minute action, authorize $25,000.00 in Health, Social and Community Services Cash Funding to support the Community Promotions events listed below and authorize City Manager Napier to sign the agreements with each organization.

Summary:
The Council received sixteen (16) applications for Community Promotions funding this year. Of those all were eligible for funding.
Council completed the voting process at the April 9, 2019 work session. The results of the requests call for Council to make $25,000.00 in awards, including $9,107.14 in cash, and fee reductions for in-kind services and facilities that are worth $6,067.86 and $9,825.00 respectively, to the following organizations:

	Organization	**Event Name**	**Final Result**
1	Casper Amateur Hockey Club	Season Events	$7,714.29
2	Casper College T-Bird Trek	2019 T-Bird Trek	$428.57
3	Casper Soccer Club	Casper Fall Classic 2019	$601.50
4	Casper Soccer Club	KickIt 3v3	$292.50
5	Casper Soccer Club	Spring Jamboree	$601.50
6	Casper Soccer Club	Wyoming State Cup	$661.50
7	Community Action Partnership	Financial Information Fair	$1,500.00
8	Imitate the Image Min.	Juneteenth	$685.00
9	Natrona County Fair	Central WY Fair & Rodeo	$2,421.07
10	Natrona County Fair	CWFR Banner Downtown Advertising	$121.62
11	Natrona County Fair	Downtown Sidewalk Chalk Art	$1,178.57
12	Natrona County Fair	Downtown Parade	$1,602.15
13	Serve Wyoming	2019 9-11 Memorial mural project	$785.71

14	Special Olympics	2019 Special Olympics Fall Tournament	$3,120.31
15	The Table and Elevate Wyoming	Downtown Mural Revival Project	$785.71
16	Windy City Wrestlers	Casper Showdown	$2,500.00
		TOTAL	**$25,000.00**

Financial Considerations
This will be a $25,000.00 cost to the general fund.

Oversight/Project Responsibility
Fleur Tremel, Assistant to the City Manager

Attachments
None

May 10, 2019

MEMO TO: J. Carter Napier, City Manager

FROM: Keith McPheeters, Chief of Police
Jeremy Tremel, Lieutenant

SUBJECT: Authorize the purchase of computer forensic equipment and software, including a Talino Forensic Workstation from Sumari, to be used by the Police Department in the total amount of $33,890.00.

Meeting Type & Date:
Regular Council
Meeting May 21, 2019

Action type:
Minute
Action

Recommendation:
That Council, by minute action, authorize the purchase of computer forensic equipment and software, including a Talino Forensic Workstation, to be used by the Police Department in the total amount of $33,890.00.

Summary:
During the course of most criminal investigations, the Casper Police Department utilizes technology and forensic hardware and software to locate, preserve, and present evidence. The Casper Police Department, and law enforcement across the country, are unable to rely solely on once piece of hardware or software to capture all evidence. As such, the Police Department uses a host of tools for computer and cellphone forensics.

The Casper Police Department is currently utilizing a forensic workstation that has been provided free of charge by the United States Secret Service. This workstation belongs to the USSS, and is on loan to the Department as part of its membership with USSS Electronic Crimes Task Force. This workstation is approximately three years old, and will be out of warranty this year. The USSS Electronic Crimes Task Force will not be able to provide funding to purchase a new forensic workstation for the Police Department. A forensic workstation is critical piece of equipment that we rely on daily to investigate crime. In order to meet the needs of criminal investigations, the Police Department will purchase a Talino Forensic Work Station and related software and peripherals, such as the Cellebrite Forensic Software, which will expand the forensic capabilities of the Police Department.

The Talino Forensic Workstation is designed and configured specifically for conducting computer and cellular phone forensics. This software used in the Talino Forensic Workstation has been validated as forensically sound through the Department of Justice and is currently the vendor used by the National Computer Forensic Institute. For this reason, the Casper Police Department has chosen the Talino Forensic Workstation for a sole source purchase. The Talino Forensic Workstation will have a three-year manufacturer's warranty. The Cellebrite Forensic Software is an industry leader in cellphone forensics, and it will complement the other forensic tools already deployed by the Police Department.

Financial Considerations:
Funding for this purchase will come from 1% #15 allocated to the Police Department for Police Technology Projects.

Oversight/Project Responsibility:
Jeremy Tremel, Lieutenant

Attachments:
No Attachments