

INFORMATION PACKET

Table of Contents

Friday, May 22, 2020



Item	Pages
Table of Contents	1
The Grid - Schedule of Council Meetings & Addendum	2
FY21 Budget Message and Presentation	6
Casper Utilities Advisory Board Packet 05.27.20	72
Casper's Council of People with Disabilities Agenda 05.28.20	138
Census Response Rates and Revised Timeline	139
FAA Response to Airport Tower Operating Hours	140
WAM Info Horse Racing Distributions Jan-Mar 2020	141
WAM Info 2020 Uniform Bail and Forfeiture Schedule	144
WAM Info Legislative Update Special Session 05.15.20	180

We are CASPER

Communication Accountability Stewardship Professionalism Efficiency Responsiveness

The Grid

A working draft of Council Meeting Agendas

May 26, 2020

Councilmembers Absent:

Special Work Session Meeting Agenda Items	Recommendation	Allotted Time	Begin Time
Recommendations = Information Only, Move Forward for Approval, Direction Requested			
Meeting Followup: Whitney Road		10 min	4:30
Meeting Followup: Litter Amendments (see if John wants a more specific title)		20 min	4:40
Reserved Parking Spot Followup		10 min	5:00
Class & Comp Final Report	Direction Requested	30 min	5:10
Recycling Option Followup	Direction Requested	20 min	5:40
Capital Followup	Direction Requested	30 min	6:00
Partner Agency Funding Followup	Direction Requested	30 min	6:30
Budget Session Followup	Direction Requested	60 min	7:00
Reopening of City Facilities	Direction Requested	30 min	8:00
Approximate Ending Time:			8:20

June 2, 2020 Councilmembers Absent:

Regular Council Meeting Agenda Items	Est. Public Hearing	Public Hearing	Ordinances	Resolutions	Minute Action
Summary Proposed Budget published in minutes					
Establish Public Hearing - FY 20 Budget Amendment #3	C				
Establish Public Hearing - FY 21 Budget Adoption	C				
Text Amendment to Chapter 8.40 of the Casper Municipal Code, Pertaining to Litter Control. 3rd Reading			N		
Liquor License Sanctions/Update & Open Container 3rd Reading Ordinance			N		
Ordinance Approving a Municipal Code Text Amendment to Sections 15.02.120 and 15.04.070 Regarding Unsafe Structures and Equipment. 2nd Reading			N		
Approving a Zone Change of Lots 344 and 345, Kenwood Addition Subdivision, from R-2 (One Unit Residential) to C-2 (General Business). 2nd Reading			N		
Vacation and Replat of Lot 1, Block 1, Cemetery Addition, to create the Gorgan Hills Addition Subdivision, comprising 31.52-acres, more or less, generally located south of West 46th Street and east of Moose Street. 2nd Reading			N		
Authorizing a Lease to the Casper Area Transportation Coalition, Inc., a Wyoming Non-profit Corporation, for Two Building, the Parking Area, and Adjacent Land at 1715 East 4th Street.				C	
Authorizing a Professional Services Contract with the Casper Area Transportation Coalition, Inc., a Wyoming Non-profit Corporation, for Fiscal Year 2021.				C	

June 2, 2020 (cont.)

Regular Council Meeting Agenda Items	Est. Public Hearing	Public Hearing	Ordinances	Resolutions	Minute Action
Authorizing a Lease for the use of Certain City-Owned Vehicles to the Casper Area Transportation Coalition, Inc., a Wyoming Non-profit Corporation, for the Transportation of the Elderly, Disabled, and General Public for Fiscal Years 2021-2022.				C	
Approving a Contract for Professional Services with AECOM Technical Services, Inc., in an Amount not to Exceed \$15,850, for Quality Assurance and Quality Control Services.				C	
Authorizing Amendment No. 2 to the Lease Agreement between the City of Casper and the Casper Amateur Hockey Club.				C	
Acceptance of the Department of Justice, BJA FY20 Coronavirus Emergency Supplemental Funding Grant, in the Amount of \$51,875.00.				C	
Authorizing an Agreement with Installation and Service Company, Inc., in the Amount of \$307,545 for the Casper Events Center Water Service Replacement Project.				C	
Authorizing a Contract for Professional Services with Airgas of Casper, Wyoming, in the Amount of \$52,945 for the Purchase and Installation of a Machitech Silver Model Plasma Table to be used in the Solid Waste Division.				C	
Authorizing an Agreement with Casper Electric, Inc., in the Amount of \$210,000, for the Casper Events Center Fire Alarm Replacement Project.				C	
Authorizing an Amended Promissory Note and Re-Amortization Schedule in the Amount of \$5,334,206.39 with the State Land and Investment Board for the State Revolving Fund Loan for the Baler Building Expansion.				C	
Authorizing an Agreement with Grizzly Excavating and Construction LLC in the Amount of \$223,811 for the Life Steps Parking Lot Improvements Project.				C	
Authorizing an Agreement with Transmission Distribution Service LLC, dba TDS Construction, in the Amount of \$64,185, for the Armory Park Bike Lane Connection Project.				C	
Authorizing an Agreement with Crown Construction, LLC, in the Amount of \$37,500, for the 2nd Street Railing Painting Project.				C	
Authorizing the Acceptance of the Wyoming Office of Homeland Security Grant, in the Amount of \$104,000, for the Purchase of Equipment for Regional Response Team 2. (tentative)				C	
Authorizing the Discharge of \$27,111.03 of Uncollectible Accounts Receivable Balances, Aged between the Dates of January 1, 2015 and March 31, 2015, Including a More Recent Bankruptcy and Estate Liquidation.					C
Authorizing the Inclusion of Fiscal Year 2020-2021 Summary Proposed Budget into the Minutes of the June 2, 2020, Regular Council Meeting.					C
Executive Session - Litigation					

June 9, 2020**Councilmembers Absent:**

Work Session Meeting Agenda Items	Recommendation	Allotted Time	Begin Time
Recommendations = Information Only, Move Forward for Approval, Direction Requested			
Council Meeting Follow-up		5 min	4:30
Budget Amendment #3		40 min	4:35
			5:15
Agenda Review		20 min	
Legislative Review		10 min	
Council Around the Table		10 min	
Approximate Ending Time:			

June 16, 2020 Councilmembers Absent:

Regular Council Meeting Agenda Items	Est. Public Hearing	Public Hearing	Ordinances	Resolutions	Minute Action
Approve Exec Session minutes - June 2					
Public Hearing: FY 20 Budget Amendment #3		N			
Public Hearing: FY 21 Budget Adoption		N			
Ordinance Approving a Municipal Code Text Amendment to Sections 15.02.120 and 15.04.070 Regarding Unsafe Structures and Equipment. 3rd Reading			N		
Approving a Zone Change of Lots 344 and 345, Kenwood Addition Subdivision, from R-2 (One Unit Residential) to C-2 (General Business). 3rd Reading			N		
Vacation and Replat of Lot 1, Block 1, Cemetery Addition, to create the Gorgan Hills Addition Subdivision, comprising 31.52-acres, more or less, generally located south of West 46th Street and east of Moose Street. 3rd Reading			N		

Future Agenda Items

Item	Date	Estimated Time	Notes
Parking on the Parkways		30 min	
David Street Station 501(c)(3)		30 min	
Animal Care Ordinance Review			
Meadowlark Park			Spring 2020
Private Operation of Hogadon			
Formation of Additional Advisory Committees			
Golf Course Guidelines			
Wayfinding Plan Implementation	June 23	45 min	

LAD Followup

By July 2020

Staff Items

Limo Amendment			
Health Plan - Residual Balance			After January 2020
Utility Business Plan			After New Year - February
Sign Code Revision			
Wind River Traffic Update			Summer 2020
Community Relations Spec Update		30 min	
TOPOL Addition Release of Zoning Restrictions		10 minute	After June 18

Future Council Meeting Items

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Retreat Items

Economic Development and City Building Strategy

CITY OF CASPER, WYOMING

May 18, 2020

MEMO TO: His Honor the Mayor, and Members of the City Council

FROM: J. Carter Napier, City Manager 

SUBJECT: Budget Message for Fiscal Year 2021

Introduction

Pursuant to the direction of the City Council and as required by State law, the proposed Fiscal Year 2021 (FY 21) budget is attached for Council's review. The attached budget represents a balanced approach for funding the operations of the City of Casper and providing services to the citizens of Casper for FY 21. The attached budget however is staff's collective suggestion as to how the funds should be allocated for the next year. Council now has the responsibility to review the draft budget materials, make changes as necessary, and provide further direction as Council sees fit. The budget should reflect the will of the Council as to the City's finances for FY 21; it is our hope that the budget work sessions will help draw that direction into the discussions and the budget document. The proposed total budget for FY 21 is \$134,033,031.ⁱ

Summary Overview

The statement that has been recited over and over again throughout the closing quarters of FY 20 is that we are experiencing unprecedented times. The reality behind this phrase has demonstrated itself in several ways. For one, there is not a time in memory where the majority of the local and national economy was shut down and turned off in order to weather a pandemic's course. The speed by which the Nation's fortunes changed from really doing very well to eclipsing record highs in unemployment claims and unmatched stock market drops is absolutely blinding and surreal. Coupled with this devastating impact, the oil market has taken such a hit to the extent that portions of that market experienced a negative value, which is unheralded by many accounts. Accordingly, the predictions for the State's revenue shortfalls are historically enormous. Unprecedented also means not having much history to draw upon where the collision of these major economic shortcomings occurs.

Without a doubt, the oil crash is the bigger story here in terms of how long a local recovery can get underway here in Casper. Pursuant to the last oil crash of the 2015-2016 years, it is quite interesting to note that the real bottom for sales tax collections occurred in FY 17 nearly a year or more later.ⁱⁱ The design of the FY 21 budget overall attempts to balance the idea of trying to mimic and go further than the worst energy economy to hit us in recent years while not overreacting in the face of the possibility of a robust energy rebound.ⁱⁱⁱ The community's observances of the protocols and the State's support for restoring local business more aggressively than most have been helpful and will hopefully mitigate the revenue losses incurred by virtue of the pandemic. A later surge in the virus will be devastating. The oil market's economic damage and a potential rebound can be as difficult to predict as well. These matters will undoubtedly shade budget discussions indelibly for some time.

Revenue

General Fund

For the general fund, FY 21 will start out on a surprisingly positive note given the outcomes following the advent of the pandemic during the final quarters of FY 20. Understanding that indeed there will be some steep revenue declines anticipated for the balance of the current fiscal year, favorable operational revenues combined with some unanticipated operational savings may result with a \$1.0M general fund surplus to start FY 21.^{iv} While at first blush this would appear to present some opportunities for the Council, it is recommended that this funding not get laced into ongoing, operational needs for FY 21 since these dollars may be needed to balance the general fund for the remainder of the current fiscal year; the need of which will not be known until closer to July 2020. Preserving revenues and reserves will be an ongoing theme throughout this message given the significant unknowns staff is still trying to predict and anticipate in this budget proposal. Staff had planned a year ago that any growth in the revenues of the general fund would be used to offset our ongoing dependence upon direct distribution dollars in an exchange of revenue type approach. While indeed the budget was very clearly on track toward that end, progress along these lines is not expected to continue in FY 21.

The overall imbalance between the general fund's expenses and the projected revenues started out at just over \$6M. The primary revenue source in the general fund is the sales and use tax dollars. A \$15.15M projected being used for FY 21, is below the lowest threshold of revenue in this revenue category in recent memory.^v The actual difference over projected receipts for FY 20 will be about \$3.5M in this important revenue category alone. This marks a 20% revenue reduction year over year for sales taxes. If Council elects to follow the cost containment measures staff has built into the budget and otherwise recommended, that imbalance could be reduced to \$1.6M. As Council will learn later in this message, significant losses in levels of service would be further needed to shrink that deficit further. The challenge is that going beyond this type of discount for planning purposes at this stage may prove to be an overreaction; it certainly could prove to be a significant under reaction as well.

This imbalance discussed here would be pale in comparison to what would happen if indeed the State decides to pull back on direct distribution. As the Council has heard a number of times, direct distribution plays a significant role in the operational revenue outlook for the general fund. In fact, the \$3.9M being planned for in the operations of the general fund in the FY 21 proposal accounts for nearly 9% of the operating revenue stream all by itself.^{vi} The tenuous position the city is in now is made worse by the fact that the State is currently meeting to discuss an emergency budget meeting in the fall to determine how in fact to make up for the imbalances their general fund has incurred given the negative impacts of both the pandemic and the crash the oil market incurred. Prior to any of these impacts being made known at the legislative level, Senate President Drew Perkins was quoted to say that the direct distribution will go away "probably very soon."^{vii} The imbalance created by this loss of funding would inflate the imbalance in the general fund alone to nearly \$7M over and above the proposed \$4.4M in cuts that have been incurred in only the general fund so far.

The funding outlook being proposed in the FY 21 budget does not assume any rescue funding from the Federal Government save one important exception. The Federal Transit Administration

has indeed come forward very effectively and early in getting funding into the hands of the local transit authorities not only for the year being currently worked on, but potentially for next year too. This means that in terms of anticipated funding that provides direct aid to the operational status of the general fund, the City has been able to take advantage of \$363K that otherwise would have to provide in the form of subsidies to CATC.

The primary federal dollars designated for pandemic relief effort have proven to be much more complicated and unhelpful thus far. Foremost of concern, the CARES law has been resolute in its inability to provide for revenue lost because of pandemic impacts for cities under 500K in population. Recently, additional direction came forward that indicated that while direct COVID related expenses are eligible, payroll or benefit expenses for non-public health personnel are ineligible. The direction would also indicate that for the number of employees who helped out on a significant basis to man the Emergency Operations Center whose background is not in public safety, will not be eligible for reimbursement.^{viii} Staff is working with WAM and Sustainable Strategies in order to free up as many federal dollars as possible and offset the financial burden this commitment on the City's part has been so far. With the character of these dollars not being consistent with ongoing operational needs, they really can only be considered as a reimbursement for expenses incurred in the current fiscal year, that will come once with a timing that is uncertain as of the writing of this message.

Certainly, a revenue that has a great potential to be impacted by a reduced energy economy will be that of building permits. Building valuations were really starting to improve with calendar year 2019 ending with an improved \$73M; calendar year 20 will also have an improved forecast of \$76.5M. The year that follows is typically the problem however that generates drops in the associated permitting revenue. While staff anticipates a strong closing for FY 20 of \$1.25M in permitting revenue, FY 21 will hopefully come in right at \$1M. This level of revenue would indicate a building environment of potentially around \$60M in total building valuations which is a low range of potential projects. The other problem Council can expect with this source of revenue is that of a lag in recovery as well particularly in the face of government projects not being on the horizon once the State building project is complete.^{ix} Consequently, a trend of total valuations being at \$60M through FY 22 is likely, which means the reliance of this revenue source providing improving collections will be unlikely until maybe FY 23.

Another significant issue in regards to general fund revenue on the near horizon is the \$897K received annually since the adoption of the most recent power franchise FY 18 through end of FY 21. This franchise fee is a very stable income but one that potentially has a limited life to it. Council allowed the franchise agreement with the rate increase to be incorporated for a period of four years at which point the increases would need to be considered for continuance or not. Council will recall that 1%+ (\$433K for FY 21) of the franchise is dedicated directly to economic development (Advance Casper), which leaves 6% of the current rate dedicated to general fund operational support. With the potential loss of the 2% through Rocky Mountain Power's franchise after FY 21, only 4% would remain to be dedicated to general fund support, which means that an additional cut of expenses in the operation of the general fund by \$897K would be required. Losing portions of a very stable revenue stream like this one would be tough to replace, particularly during a time of recovery that FY 22 will hopefully be. Council will need

CITY OF CASPER, WYOMING

to have this discussion prior to the end of FY 21 in order for this part of the revenue portfolio to be adequately prepared for one way or the other. ^x

As for some other general fund revenue trends, there are a couple things additionally to be aware of. The operations of the general fund do have the years' worth of impact funds being included in the projections (\$327K.) It is hoped that this would be a temporary inclusion of dollars in the operations of the general fund in that while these dollars were meant to deal with unanticipated impact, they were not necessarily designed for COVID impact. Staff would hope that if federal dollars to become available to help with COVID impact, this would be an important issue to adjust. In light of losing at least \$270K due to the temporary closure of gaming operations here in Natrona County, this will probably be an adjustment not needed in the future since gaming will likely not lose much steam once they are allowed to commence.

Enterprise Funds

Unlike the General Fund, the Enterprise Funds, or business entities of the City of Casper are much more predictable and plannable and are managed by policy decisions made independently at the local level. While there are pressures to maintain rate structures that are not overly dependent on large, annual increases, Council has taken great strides in recent years to review much more often and closely the performance of these funds. Council takes seriously the oversight of these funds to ensure safe, dependable and effective services managed by these fee-based dollars.

Water

As of the formal review in November 2019, the water fund was performing at a level that is above the optimal performance level. The existing margin is absorbing the cost increases that have occurred in the fund without having to assess ratepayers for that difference for FY 18.

The 1% increase the Council approved will be incurred for FY 20 - FY 21 and is imposing an average residential impact of \$.92 monthly. Council will note that despite the sizable increase of the cost of purchasing water for this utility, (which is slated to increase that expenditure by 3%) the overall health of the fund has helped to absorb a larger correction being otherwise needed.

Another challenge for this fund during the pandemic is holding back on the capital projects after having made so much better progress in line replacement over the last couple years. With the significant slow down of 1%#16 income projected for FY 21, the associated projects are slated to be slowed down as well. The rate model will incur some repairs and replacements in the form of \$1.9M in higher priority repairs, but will not have the added value of the \$2.5M of 1%#16 funding to enhance the line replacement program.

If the pandemic does not impact the purchase of water by our citizens and corporate neighbors too horribly, the fund will incur positive cash activity of \$620K. This inflow of funding adds to the existing balances creating an overall reserve of \$6.5M.

Sewer/WWTP

This fund (which is technically two funds) has been one that will likely need a series of rate increases next year and beyond to keep ahead of not only increasing costs, but also the rather sizeable plant upgrades on the near horizon. Council is aware that a number of interim repairs are needed to the plant prior to the major renovation coming in 7-10 years (which is estimated to be approximately \$20M). The interim repairs, most of which are mechanical, will require \$4-5M additionally. These interim repairs are currently built into the rate model and are what contribute to the need for a consistent 6% increases for the next four or five years. For FY 21, this would mean an additional \$1.47 from the typical residential customer every month which would generate an additional \$300K for the year. Given the significant balances this fund has had over the last several years, many projects have been able to be leveraged while still allowing this fund to perform at an optimal level, particularly if the rates can be maintained as discussed.

Like the Water fund, the Wastewater fund will also have to slow down the capital agenda to the tune of some \$500K of 1% dollars to offset the costs of much needed sewer line repairs starting in FY 21. The reserves will fund \$577K sewer line replacements and \$2.3M plant improvements and repairs on the WWTP side of this utility.

This fund will also have the added burden of supplying funding back for the cost of the North Platte Sanitary Sewer Rehabilitation/Interceptor project. This financing will carry with it an average interest expense of \$77K/annually.^{xi} Despite the fact that 25% of the original loan through the State will be forgiven, the \$6M principal will be on the books being repaid for the next twenty years.

Refuse/Balefill

The symbiotic relationship enjoyed with these two funds has proven to be a very reasonable means of isolating costs and providing independent revenues needed for the respective improvements these funds host. Pursuant to the rate model Council approved, the Balefill will actually enjoy a \$315K influx of funding over the next year needed to prepare for the closure and opening of disposal cells starting in FY 22. These dollars will grow the cash balance over and above the reserve requirement for this fund to \$2.8M. The funds needed to accommodate the significant capital projects come due at the landfill have been gathered for some time now. The cell projects could require as much as \$5M to complete.

The typical residential trash costs will need to go up by \$.66 monthly to continue to help address these large capital needs. The adjustment would also require that for those who bring a ton of trash to the balefill, they should expect to pay an additional \$2.44/ ton. It is arguable that even with these cost increases, at \$51.34/ton and \$17.10/household, respectively, the balefill and refuse collection rates are among the lowest in the State.^{xii} Our citizens can be proud of the leverage these modest amounts accomplish by way of projects accomplished, other dollars obtained, and equipment maintained with relatively minimal impact while still staying extremely competitive from a price standpoint.

Recycling is taking a front and center position in the public dialogue as of the writing of this message, the results of which can certainly influence the revenue strategy for this fund. A 0% rate of contamination requirement being foisted upon recycling brokers is translating to a very

difficult and expensive burden for most municipalities to incur that decide to stay in the local recycling business. Casper is no different. Recycling depots are proving to be a very inefficient means of gathering recyclables given their propensity for cross contamination and garbage introduction, while coming to the Materials Recovery Facility (MRF) as the only means of recycling is very inconvenient. At this moment in time, it seems as though the rate payers are indicating a willingness to pay an increased rate for the cost to keep the nine recycling depots open and operate the MRF. The \$1.70 monthly increase being discussed right now coupled with the imbedded portion of costs in the current sanitation rate model, is expected to offset the added \$528K necessary to maintain the services necessary to guarantee the no contamination threshold.

The other rather unique circumstance that the rate payers of Casper endure, is that of providing recycling services to the rest of the County and in the other communities, for free. Given the increasing costs of recycling for the Casper rate payers and the added challenges maintaining a program into the future will now include, this arrangement should be reconsidered. Accordingly, the rate payers deserve a more calculated analysis as to the management of these costs and the charges necessary to maintain this valued service. This oversight should include serious evaluation of the arrangement made some ten or more years ago with the neighboring communities and the rate payers' ability to fund those services without compensation from the partner communities. Currently those services require a \$45K subsidy from the rate payers of Casper in order to provide the citizens of the surrounding municipalities this service.

Expenses

Human Resources

As is probably of no surprise to anyone, the largest category of expenses in the citywide budget is dedicated to the support of our Human Resources. Close to 50% of the budget is tied to employee wages and benefits kinds of expenses.

Efforts to open legislative channels this past year allowing cities and towns to participate in the State's health insurance pool proved to be successful. Staff maintains that the pool organized for servicing State employees and agencies that now includes school districts, cities, towns, and counties will serve to be a good option for a larger government organization like ours to minimize the impact of our bad history cycles and shield the Council from the need for ongoing cash infusions over and above employer-share rate increases.

While the change in insurance plans will rid the City of the need to infuse large, unexpected sums of cash from time to time, the bottom line expense for health insurance is a costlier burden for the City as the employer on an ongoing, operational basis. The budget accounts for a \$730K increase in the expenses associated with participation in the State plan as the employer. A feature of the State's plan design that undoubtedly contributes to the higher cost for the City comes at the feet of the selection an employee can make wherein if that employee selects basic dental or basic life as their only choice of needed coverage, the entire cost of the medical health premium is then incurred by the employer. This means that for the 22 employees who did not select the medical health benefit but did select basic life or basic dental, the City as the employer incurs the full premium cost without the offsetting revenue that would ordinarily be collected

CITY OF CASPER, WYOMING

with a full benefit selection. This amounts to about \$240K per year being paid on these employees' behalf without receiving a full medical benefit for those employees. To be clear, the employee did not do anything wrong or unallowed by the plan, this is simply a funding strategy for the plan that the City has not had to pay previously in such a lopsided, uncompensated way.

By virtue of the City participating in a larger pool and leaving a self-funded paradigm, the City does not enjoy the autonomy of deciding plan design or funding approaches unilaterally. A real-time example of this came as of the writing of this message in the form of a 10% rate increase that was not anticipated nor understood coming into this budget preparation period. This is on the heels of a 12% increase that occurred just as the City was signing on to the program. Accordingly, the City, as the employer, experienced an approximately \$300K impact seemingly over night that staff did not get to address prior to this happening. Ironically, this type of cost impact will serve to increase the difficulty by which funds like the general fund will have to cushion employees from adverse financial impacts during FY 21.

For a service provider like any other City in the country, trying to aggressively cut budgets without impacting employees negatively is virtually impossible, incredibly challenging, and maybe not appropriate given the amount of taxpayers who are without a job at all right now nationally and the 32K Wyomingites who have filed for unemployment.^{xiii} The budget proposal does utilize some strategies that are designed to bring needed relief to the operations that employees will be adversely impacted by. It seems that the least egregious means of exacting savings at the expense of employees is through a furlough program.^{xiv} The model that is being proposed assumes that for the highest wage earners, the more unpaid days will be required while the lower wage earners are required to give the least amount of unpaid days off. As an example, the City Manager and the department heads will be required to provide six days off uncompensated, while employees who earn less than \$30K annually will be required to provide three days. Even though this program will net the entire budget a \$826K needed operational savings budget-wide, it is recommended that this happen before the end of the calendar year to make room for additional furloughs should they be needed in the second half of the FY 21.^{xv}

Unfortunately, furloughs will not do enough to satisfy the discrepancies a revenue loss of this magnitude requires. Staff would also suggest putting a freeze on the automatic 5% increases a portion of our employees are currently incurring for FY 21. This freeze would also include those who are slated to naturally progress into higher pay bands by virtue of their certification accomplishments or other longevity/achievement-related means of climbing through the respective pay band. This initiative will net \$445K worth of savings to the general fund alone.

It is hard to recommend initiatives of this nature without critically considering positions that have yet to be filled and were otherwise slated to be opened, along with new position requests that were on the table prior to COVID-related impacts. The inability to fill already authorized positions further exacerbates service issues in that twelve positions heavily utilized in the City's operations will not be filled until revenues can be restored. Some of the positions being defunded but retaining authorization include, an entry level Planner (Community Dev.), the Safety Technician (Risk), the Community Relations Coordinator (CMO), Recreation Coordinator (Rec), and an Irrigation Tech (Parks). The largest segment of the positions that were defunded also include several officer positions in the Police Department.

Despite what has been very creative and forward-thinking efforts on the part of the department lately, getting up to full authorized levels of sworn staff has been an elusive goal for several years. The bottom line for the department is that despite the best efforts of the Career Services division, the department will not fill its ranks to the extent of needing funding for six of the sworn positions in FY 21. The department will be requested however to continue pursuing that goal nonetheless and if needed, the appropriate funding requests will be made to Council to sustain whatever hiring thresholds are obtained. This funding model will save the general fund \$535K if in fact all of those six positions do not get filled for the full fiscal year.^{xvi} It is hoped that the department will still achieve full, sworn strength in FY21; if they don't however, the need for those funds now will not be lost on positions that never came to be filled for whatever reason.

The total value for all of the positions that have been temporarily defunded is \$1M.

The new position requests, while all very important in improving the service delivery provided for our citizens, have been taken off of the table unilaterally for FY 21. This amounts to fourteen more positions at a value of \$1.4M not being built into the operations of the City's budget.^{xvii} It should be noted that the department heads brought these positions forward as a means to filling critical service gaps that helped to shore up areas leading to citizens' dissatisfaction in a few areas of the City's operations. Hopefully, Council will be open to considering these roles in our future as the financial fortunes for the City continue to improve over the next couple years. Other programs like the educational reimbursement, various training opportunities, and wellness can hopefully come back into play relatively sooner.

Capital

Much of the Council's time has already been dedicated to planning the capital agenda for FY 21. However, with the closing in of the pandemic during the later quarters of FY 20, a complete shift has been undertaken that amounts to roughly a 61% drop in what was originally requested for the 1%#16 - FY 21 capital program. Additionally, Council should note that staff will only be requesting project support pursuant to dollars already collected and on hand instead of trying to guess what dollars might be gathered throughout the upcoming fiscal year. (This will be a particularly bad year for basing programs and budgets on guessing!)

This shift in approach for funding capital work does provide the sounder footing of basing a capital budget on dollars we have already gathered over the past year instead of trying to bet on what dollars will come over the upcoming year. In other words, should a year produce fewer capital dollars than the previous year, Council will not have the misfortune of finding that out too late requiring reserve dollars to make up the difference in projects that may already be underway. Council will simply sign up for less projects and have the surety that those projects are already funded and can happen regardless of what occurs in the upcoming year. Conversely, if the year proves to be a more profitable year, Council will have the luxury of conducting a more aggressive agenda without the worry that projections may turn out to be wrong in twelve months.

CITY OF CASPER, WYOMING

If Council can support a transition year of significantly reduced capital work, the City will find itself in a much better planning position from now on despite what economic conditions might beset the City. As for some of the more significant projects the FY 21 budget accounts for:

- Water Distribution Garage Addition – The existing facility is over 50-years old and significantly undersized for current operations. The improvements will accommodate both a consolidation of Meter Services staff and Water Distribution as well as get heavy equipment inside out of the weather for storage. \$1M
- Industrial Avenue Reconstruction – Phase I between Spruce Street and Elm Street will be constructed in FY 21. \$400K
- Goodstein Parking Lot – This Opportunity Fund-funded project will reconstruct the parking lot between Ash St. and David St., and Midwest Ave. and Collins Ave. in accordance with the recent agreement entered into with the State. \$1M.
- Poplar and 1st. St – By virtue of a cooperative agreement with the State, the City will replace water and sewer mains as part of WyDOT's project. Enhancements including decorative lights, enhanced sidewalks, and pathway connections will also be the responsibility of the City. \$400K (1%#16), \$1.5M (Utilities)
- Return Activated Sludge Piping – This re-budgeted project from FY20 will replace the very aged piping in the RAS room. \$1.2M
- Balefill Projects – FY 21 will host the needed engineering services for the anticipated opening and closing of landfill cells being constructed in FY 22. Additionally, the purchase of thermal monitors will take place to help monitor yard waste piles to watch for and prevent fire events. \$400K
- Court Software – Staff learned recently that the current software was being transitioned out for support by the company. While the related Tyler module is highly desired, the implementation was originally anticipated to be a couple years out yet. \$275K
- Lifesteps Drainage – This project is highly needed given the backflow that is occurring into the basement of some of the existing buildings thereby preventing needed occupancy. \$200K
- Golf Course Clubhouse Fire Suppression – While not anticipated in the original design, this final step does insure the appropriate safety needed in this 40-year old facility. With a new facility not projected for the next five years or more, this improvement will give the building the life it needs until a new facility can be funded, if ever, over the long-term. \$100K
- Public Safety Fleet – Both Fire and Police have very critical fleet purchases they need to make in FY 21. Fire would like to purchase Fire Engine 3 for \$600K. Police have some needed rotations they need to make for nine of their patrol units in the amount of \$950K.

On the whole, the most highly prioritized projects proposed for FY 21 will require \$5.6M funded by 1%#16 already collected and yet unused. Non-enterprise projects not needing 1% funding will require an additional \$2.0M in other dollars already on hand or grants staff will pursue in FY 21. Enterprise-based projects will require \$8.9M in needed replacements and upgrades funded through the respective enterprise funds without the aid of 1% dollars. All told, the reduced capital program will still engage some \$16.5M in needed work throughout the next fiscal year, all with dollars already gathered.

Subsidies

Much discussion has occurred in regards to the level of subsidy the general fund should be providing to the facilities and programs relating to the City's leisure or recreational services. Typically, the need for these added dollars, which is slated to be in excess of \$2.4M, mostly provided by the general fund, is because the amount of revenues these areas collect do not meet the amount of expenses needed to provide the respective services. While the Council should be pleased with the new approach of looking at these operations in a much more business plan approach, the reality of fully eliminating a need for subsidy does not comport with the reality of what the rest of the industry experiences. Regardless, Staff will keep pushing for lower subsidies where possible.

The largest subsidy by far is provided for the operations of the Events Center. The subsidy request of the \$994,919 benchmark is driven by the contract the City has with Spectra Venue Management. This contract is binding until November 23, 2022. Although the contract requires this subsidy figure for planning purposes, the actual subsidy required could be much less year to year. Spectra has a fiduciary responsibility to reduce the subsidy in any way possible.

However, it is possible for the subsidy to exceed \$994,919 but it is not typically probable. The most likely scenario is the subsidy required will be less than \$994,919. The looming question is how much. If COVID protocols prevents CEC from reopening in FY21, the subsidy required will be much less. If CEC is reopened in a limited capacity, the subsidy will be much closer to the benchmark depending on the COVID limitations. City staff will be working closely with Spectra to make good decisions to prevent subsidy requirements.

There are stipulations that are triggered should the costs to operate the center exceed the amount required for the subsidy. Those stipulations are designed to both share in the savings as well as require the operator to share in the losses. For FY 17, which was the partial year that the Events Center shifted to a private operator, the subsidy was \$1.2M. FY 18 saw some improvement in that it dropped to \$1.018M (after penalties). The FY 19 payment was at \$991,282K, a little better than the bottom line subsidy. For FY 20, it is anticipated that the bottom line subsidy will be in effect. This does not mean necessarily that there was perfect balance in what it cost to run the facility and what the City pays in subsidy, but rather the losses were not to the degree that the City would then have to provide any extra funding.^{xviii} The ideal of course is to see the need for that subsidy to be reduced. However, seeing the trend move in a downward direction, less COVID impacted to the season, is a welcome pattern. The contract with Spectra will not be eligible to be evaluated until the CY 22 in preparation for implementation in early FY 23.

In order to try and help the general fund for FY 21, the budget is designed to consume much of the interest income from the perpetual care fund to offset the required subsidies for many of the general fund-dependent, recreation-based funds.^{xix} While staff does not necessarily believe that the projected interest income will fall below the \$500K, a figure of \$451K was used instead so as to be just a little more conservative in our calculations. This interest income amount was divided up as follows:

- \$87,024 Ice Arena toward operations
- \$261,272 Rec Center toward operations
- \$102,704 Hogadon toward operations

Each of these contributions do reduce the amount of operational dollars the general fund would otherwise have to provide for if this interest income were not used to offset these subsidy amounts. The down side for this approach is that any capital needs these dollars would have otherwise been used for will need to be deferred for later years. However, if the fund does net an income stream greater than the \$451K being used in this fashion, those dollars will be able to be applied to maintenance and repairs on a cash on hand basis for FY 22. Hopefully, perpetual care income will not have to be used in this way again, thereby allowing for needed maintenance type repairs to then resume.

Despite the interest income being used to offset the Casper Recreation Center's needs from the general fund, there will certainly still be a need to garner dollars in the form of an added subsidy. The second largest subsidy the City contends with is for the Casper Recreation Center. That subsidy for FY 21 is expected to be at \$709K.

Aquatics has a fairly high subsidy as well. The difference with the subsidy given to this function is that a large portion of the subsidy comes directly out of 1% dollars. This has been a practice supported by the voters for quite some time.^{xx} The FY 21 budget does assume that \$325K continues to be drawn from 1%. However, there is still a \$176K subsidy from the general fund required to make up the true cost of providing low cost and in some cases, free swimming to the public.

This year the problem for pool usage is that the protocols are not being eased enough in time for the pools' opening to correctly coincide with an adequate hiring schedule. Furthermore, the likely requirement of distancing, even with improved threat categories, will impact the numbers by which swimmers will be allowed into the pool areas. With all of this in mind, the facilities will be hampered in the capacity to garner very needed revenues. The result of which will serve to increase the need for more general fund dollars over and above what the 1% fund already covers and what a normal year of operations requires (see above). As an alternative, Council could consider a one-year infusion of one cent dollars to relieve the potentially \$200K offset normally exacted from operational resources in the general fund. This alternative can only make sense if community health protocols can allow this type of activity this summer.^{xxi}

The Golf fund is not a fund that typically needs an infusion of cash for it to balance. In fact, depending on the season, golf can actually provide resources back to its reserve requirement or indeed give money back to the general fund.^{xxii} This year will prove to be a telling one in that we have hired a new golf pro under the auspices of that pro being a full-time employee. Furthermore, the City has entered into an agreement with a very popular restaurant concessioner that will prove to generate quite an energy for the course overall. Both of these developments have very positive implications for the earning power of this facility for the City. Over the last forty years the City has not had the opportunity to realize the full gains through the driving range feature, the pro shop, cart rental concessions, nor the classes taught by the pro. In recent memory, the reliance upon a consistent food and beverage vendor has been non-existent. The budget has been planned in such a way that the costs of having the pro as an employee and the added seasonal employees should at the very least be covered by these new revenue opportunities. Given these exciting changes, Staff is very hopeful to find that by the end of the

CITY OF CASPER, WYOMING

fiscal year, the fund will be able to realize an infusion of dollars back into the reserves to start the repayment of the costs for remodeling the clubhouse and prove to be a more reliable source of revenue moving forward^{xxiii}.

Hogadon is another service that indeed has a sizeable need for offset by the general fund. FY 21 will require a \$309K infusion from the general fund. The City will get to experience how the service will fare with FY 21 being the first fiscal year for night skiing if COVID protocols do not kill the season again. The Ice Arena will need some \$239K to break even in FY 21 as well.

Although not a leisure/recreation type service, CATC is a subsidized service by virtue of general fund and 1% dollars. The City had some great fortune come about in the form of the CARES Act.^{xxiv} This CARES Act funding is able to be used to cover 100 percent of the costs associated with implementing transit programs, with NO local match required. The funding will support capital, operating, and personnel expenses to maintain transit services. The Casper Metropolitan Area qualifies as a small urbanized area and was granted \$2,965,326 by the FTA to be used on expenses incurred beginning, January 20, 2020, and until expended in full. What this means to the City of Casper's budget is this:

- **FY20** will see the infusion of \$711,480 in revenue from the CARES grant, which will have the following impacts:
 - Reduce the Transfers In from the General Fund by \$104,835.
 - Reduce the Contributions from the participating MPO municipalities by \$262,000.
 - Replace the remaining funds from the existing federal grant (5307) by \$344,645 while maintaining projected Operating budget.
- **FY21** will see the infusion of \$2,253,846 in revenue from the CARES grant, which will have the following impacts:
 - Reduce the Transfers in from the General Fund and 1% by approximately \$728,000.
 - Provide Capital to purchase technology for CATC at \$360,000.
 - Provide Capital to purchase light equipment (ADA, 4-wheel drive van) at \$72,000.
 - Cover the Operating costs for CATC for most of FY21 at \$ 1,803,346 (CATC budget is \$2,270,186).

The regular federal grant (5307) that is used to support CATC will kick in after the CARES funding is entirely spent. This infusion of Federal assistance will be a tremendous help to the general fund and 1%. Hopefully, some of this can be made available to FY 22 budget as well.^{xxv}

Reserves

The reserves are an important feature of any well-planned and well-managed City organization, particularly for Wyoming communities where they are forced to rely on funding that is not controlled locally and is very volatile. The reserves are generally monies held in place by some sort of policy and management directive. Council has done well to allow for certain reserves to be bolstered recently as well as allowed for others to be created even if time is needed to meet the goals of the respective fund reserve. Perpetual Care, as an example, does have a solid

balance still available to support the intentions of the fund, and has been strengthened with the recent Council decision to require \$30M as the corpus. Perpetual Care is being bolstered right now with the repayment dollars that are being serviced back to the fund from the loans that were paid both to the Casper Housing Authority and the Regional Water System. The value of that fund will be at \$31M when those loans are retired in the coming years. As a point of interest, Council pointed to this fund as one that is eligible to be used for loans to quasi-government entities for projects of high public interest. No other funds have this newly minted designation.

The general fund has a reserve set aside for its operations and those of the GF-dependent funds. Council recently set the goal on a formal basis to an operational balance equivalent of 120 days. For the beginning of FY 21, that requirement translates to \$15.5M on hand.^{xxvi} However, for the first time in a while, this reserve will be engaged in balancing the needs of the general fund to the extent that if all of the recommendations proposed during the budget process are accepted, will provide funding at a rate that will take eight years to fully deplete this balance. If the losses being projected are not enough due to the actual receipts that are collected in FY 21, then the rate by which these funds will be depleted will be accelerated accordingly. How and when this gets paid back per Council's requirement is very unclear right now, although this will be an ongoing conversation Council will want to weigh in on.

Several years ago, Council was wise to set aside the excess 1%#14 dollars in a fund entitled Opportunity Fund. That balance is currently at \$7.8M and has not been accessed for the last couple years. With the advent of the Goodstein project in FY 21, the year-end balance will drop to \$6.8M. As of the conclusion of FY 20, this fund has officially been designated as a repository for excess 1% dollars that are collected over and above what Council commits to spend via each 1% resolution passed from now on.

The revolving land fund (Fund 14) was created with the idea that this fund would be available to facilitate real estate transactions that Council would be interested in from time to time. Indeed, this is the fund that facilitated the purchase of the Plains block, the land the downtown Starbuck's sits on, the land associated with the Source Gas property, and the buildings by which Racca's and Art 321 came to pass. The residual dollars that were in this fund for years did contribute to the project meant to remodel City Hall; although this project is officially put on hold for now.

Council wisely directed recently to require that a residual balance of \$1M be maintained in this fund. With the projected sales of City-owned land envisioned for FY 21, a balance of around \$880K may very well be achieved bringing this fund close to its requisite balance by year end. The question of other City-held land being converted to private use will need to be a discussion Council entertains into FY 21 despite the challenges the next year will inevitably see in the real estate market.

Cash Balances

Cash balances on the other hand are monies that have accrued and have the appearance of being more like left over cash. Those balances have had some informal oversight and directive over the years; the volume of which is dwindling given recent capital programs. Fortunately, these

balances have been primarily used for capital kinds of uses and not linked to ongoing, operational costs.

The largest example of the declining volume of residual dollars would be best viewed in the Fund 30 program. Fund 30 exists primarily for the facilitation of capital projects. Therefore, the funds that have collected there over the years have really been the result of an accumulation of savings from non-1% projects. The dollars that have been residual in this fund have been used to do a number of projects which includes \$360K in projects slated for FY 21. Three years ago, the fund's balance was at \$9M; by the end of FY 21, it will be at \$500K.

Nonetheless, it is fully expected that Fund 30 will continue to gain at least a modicum of residual dollars over time, but not to the extent that has been in the past given the expected absence of general fund capital dollars to do projects for the time being. It is also anticipated that projects funded through 1%#16 will provide savings and with the new policy measures be gathered into the Opportunity Fund.

Fund 31 has been set aside to facilitate and/or supplement equipment purchases and has also developed a residual balance of cash. While not as dramatic a shift in this fund as in Fund 30, two years ago this fund enjoyed a balance of \$3.4M while the FY 21 year-end balance will be at \$1.6M.

As these balances continue to shrink, the ability to do the volume of projects and supplement 1% shortfalls without replacement dollars coming to bare, shrinks as well. Should Council reengage the idea of isolating direct distribution dollars out of the operations of the general fund (as was initiated one year ago), the reliance upon temporary, residual cash balances becomes less important and Council can pursue projects not only afforded by the 1% program, which also means not having to be limited by the directives of 1% surveys either.^{xxvii}

Another helpful possibility in the face of these rapid declines over the long-term comes as the organization shifts from a projected revenue stream to fund capital to one that only builds a proposal based upon the previous year's receipts. Thanks to prudent analysis by department head staff, critical needs for FY 21 will be met by 1%#16 dollars already collected while retaining a residual balance of \$1.2M. These dollars will be added to whatever the City collects through 1%#16 throughout FY 21 to be made available for capital needs starting FY 22. The balances in the other funds and other cash balances however will continue to have a limited life moving forward which will be a bigger problem in the absence of proactive policies like these two being discussed.

Conclusion

In most budget years, the adopted budget is really only dealt with again to reconcile proposed revenues and expenses to the changes relative to what actually occurs throughout the year through amendments. The exceptionally challenging part with regard to this budget process is that Council is indeed faced with the prospect that the projections may not have been aggressive enough in planning for the year's shortages and downturns. The review of this budget should include the understanding that the economic conditions the budget is designed around may need to be completely rethought which may precipitate significant rework at some point in FY 21 in response to a slower than expected recovery and potential resurgences of the virus.

Accordingly, measures to keep downward pressure on expenses needs to likewise be a dynamic process so that those helpful measures can be fluidly brought forward throughout the year as necessary. There are without a doubt a number of additional service areas where further cost impacts can be realized. It is unclear at this point in time, to really know what exigent responses can be taken without crossing a line and reaching an unwanted service encroachment. In any case, with the right perspective in place, this budget's downfalls will be anticipated correctly and adjusted pragmatically. This type of nimble approach is what is needed now more than ever in order to effectively deal with economic conditions that are more difficult to predict than ever before.

ⁱ This figure does not account for the funds held in trust with regards to the funds the City holds for the Central Wyoming Regional Water System. This represents a reduction overall in excess of \$10M over last year.

ⁱⁱ FY16: \$17.51M
FY17: \$15.65M
FY18: \$17.00M
FY19: \$18.93M

ⁱⁱⁱ The data in the previous endnote suggests very positive and favorable sales tax revenues starting a year after the worst sales tax performance of some time. That subsequent behavior could certainly have been buoyed by the eclipse activities of that same time period. Recession data from '08-'09 shows a similar pattern.

^{iv} In our estimate, we tried to reduce expenses and determine which monies we could rely upon yet to be received despite a marked loss in sales tax dollars in order to calculate a reasonable overage.

^v During the crash around 2015-2016, the lowest sales tax dollars collected was \$15.65M. FY21 assumes a sales tax receipt level of \$500K less (\$15.15M). This is the lowest amount projected for sales taxes collections in 15 years.

^{vi} The State reduced the amount of direct distribution dollars to Casper by nearly \$100K pursuant to the Bebout amendment that passed in the recent legislative session.

^{vii} "Bill giving cities option for extra sales tax approved in Senate" Wyoming Tribune Eagle, Tom Coulter, March 5, 2020. Appeared in Gillette News Record.

^{viii} The City of Casper contributed twenty employees who came from the Parks and Rec department. Their value of time contributed equates to approximately \$50K as of the closure of the EOC.

^{ix} In recent years, the building environment was buoyed substantially by the construction of the high schools and the State building project. Commercial/private construction will have to come a long way to absorb those positive trends and keep revenue in this category at least flat moving forward.

^x Pursuant to the associated agreement and in order to account for unforeseen delays, the schedule would have to start no later than as follows;

Work Session: July 13, 2021

1st Reading: July 20, 2021

2nd Reading: August 3, 2021

3rd Reading: August 17, 2021

+2 days for Mayor's signature: August 19, 2021

+2 days to prepare notice: August 21, 2021

+14 days (mailing/margin): September 4, 2021

+60 days (effective date): November 4, 2021

Instead, having this discussion Spring of 2021 would be more helpful in that the corresponding budget changes for FY 22 would be easier to make during the budget design process.

^{xi} With principal forgiveness, the 20-year total interest expense will be \$1.5M.

^{xii} The average residential municipal sanitation rate in WY is \$20.26. The average tipping fee in WY is \$62.70/ton.

^{xiii} As of the writing of this message, US News and World Report states that one fifth of the members of the workforce in America will likely be unemployed by next month (May 10, 2020, *Trump Officials Unemployment could pass 20%: Joblessness nears levels seen during the Great Depression*, Susan Milligan.) May 7, 2020 edition discusses the impacts in Wyoming specifically and cited that rate as being 515% greater year over year (*Wyoming Unemployment Claims Top 32K, Down From Prior Week*, AP wire.)

^{xiv} An informal process of gathering feedback from the employees indicated this as a more favored means of dealing with revenue shortfalls compared to layoffs or reductions in force.

^{xv} This includes a total savings of \$658K general fund and general fund dependent funds.

^{xvi} If later in the fiscal year three of that remaining six positions does get filled, staff will request the requisite funding to be made available to get through the rest of the fiscal year. Meaning, if they are hired in January, the balance of funds needed to get those positions funded from January through June would be all that would be need in a budget amendment.

^{xvii} The sanitation enterprise may very well get new positions if the survey from our citizens along with the appropriate Council direction authorizes the creation of the adequate number of positions to support a recycling enterprise. This workforce enhancement will be accompanied by a dedicated revenue stream that will be supported by rates implemented by the Council to provide the needed services. These revenues are rate based and would not require subsidies from sales or other tax revenues.

CITY OF CASPER, WYOMING

^{xviii} Spectra's total exposure to losses is set at \$66K which is the amount refunded back to the City through reductions in their management fee. Should Spectra lose more than the \$66K, then the City covers the whole difference from that point forward.

^{xix} This is not a practice that has been used historically to offset general fund subsidy dollars very often if at all.

^{xx} Of the list of priorities provided by the voters in 2018, public swimming is in the top ten although of medium priority.

^{xxi} Threat level yellow is the highest threat condition that would accommodate swimming.

^{xxii} These reserves have proven very helpful in that they have been utilized to shore up the conditions of the clubhouse that hopefully will help the building to last another 5-7 years (that cost was \$125K).

^{xxiii} The new policy governing this fund requires one year of annual depreciation expense as directed by the most recent audit. Generally speaking, this would equate to \$200K typically.

^{xxiv} To help the nation's public transportation systems respond to COVID-19 through the Coronavirus Aid, Relief, and Economic Security (CARES) Act, the Federal Transit Administration (FTA) has made \$22.7 billion available to large and small urban areas.

^{xxv} Our normal course of business is for the Feds to provide a one-to-one match up to a certain cap that the CATC program ordinarily takes full advantage of. Typically, any losses from an operational subsidy standpoint reduces the Federal match by an equal amount.

^{xxvi} Given the reduction of operational expenses over FY 20, the requirement for this reserve actually dropped by \$600K.

^{xxvii} Staff has tried to be very careful with regard to how 1% dollars and non-1% (GF) dollars are accounted for so that appropriate accountabilities can be provided, typically with relation to renewing subsequent 1% programs.



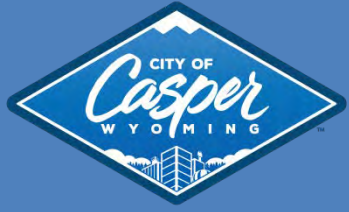
2020-21 Budget Presentation

May 18, 2020



FY 21 Budget Preview

- The budget is balanced with the use of reserves (pending Council direction)
- The budget has a burn rate of reserves at 17.48% which will last 5.5 years at this rate
- The budget has a more conservative approach with revenue due to economic downturn.
- One Cent fund utilization is in accordance with Council's resolution.
- Capital budget has alternative measures incorporated for cash flow preservation.



Budget Concerns For FY21

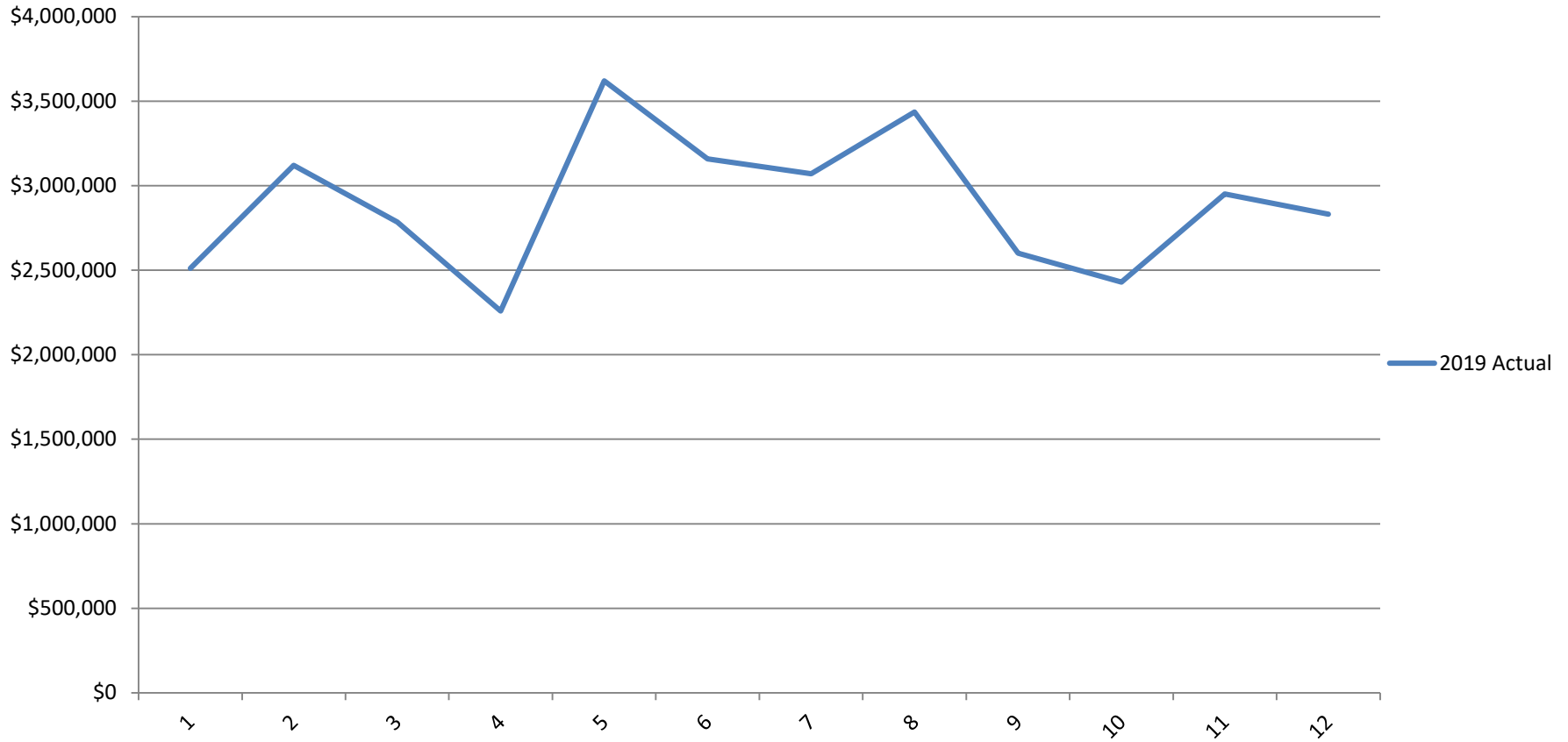
- Health insurance mid-year increase of 5.75%
- Estimated 20% decrease in sales tax revenue
- Use of reserves and burn rate on actual expenditures
- Capital Budget cost reductions



Sales & Use Tax

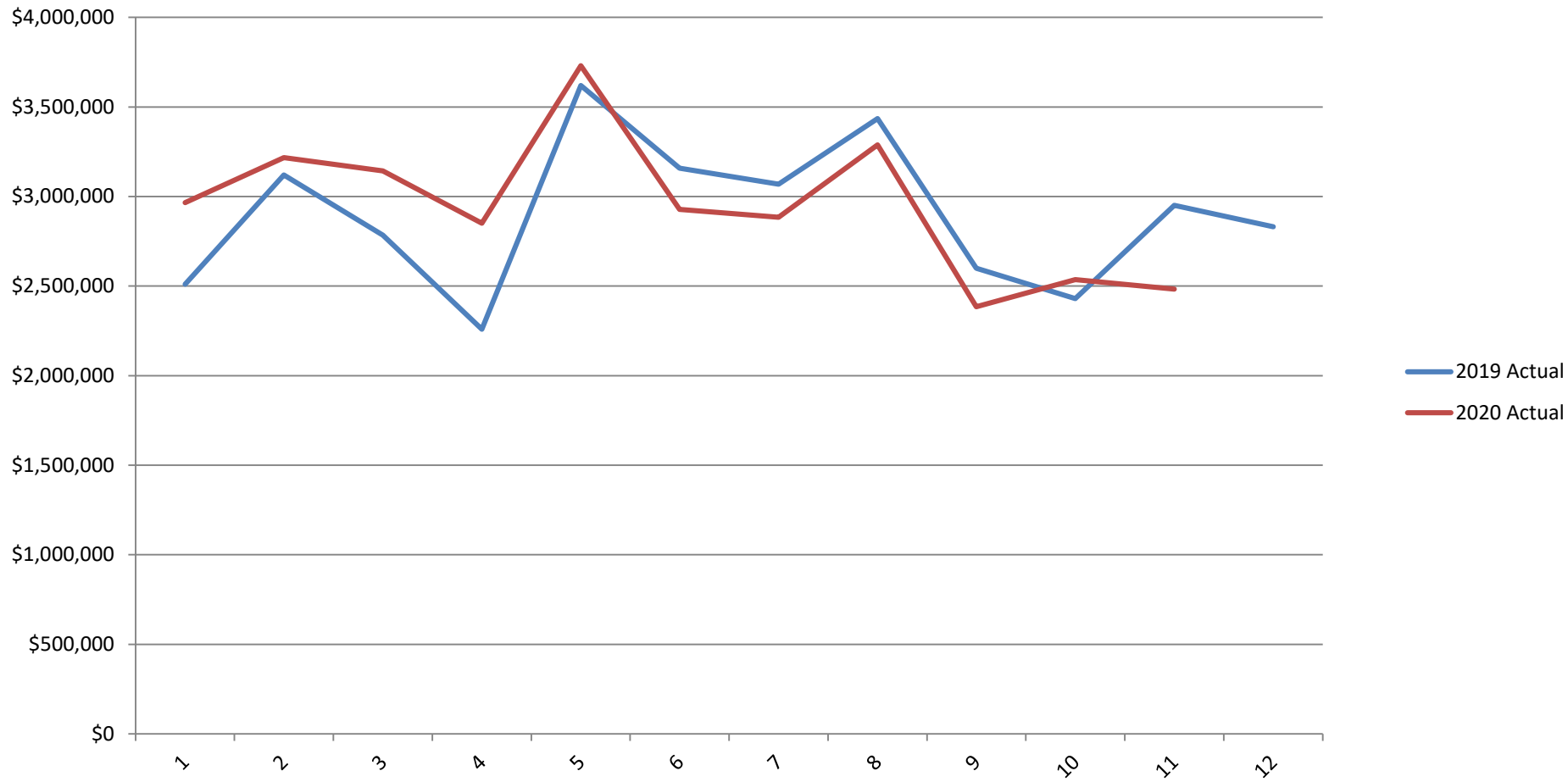


Monthly Sales Tax



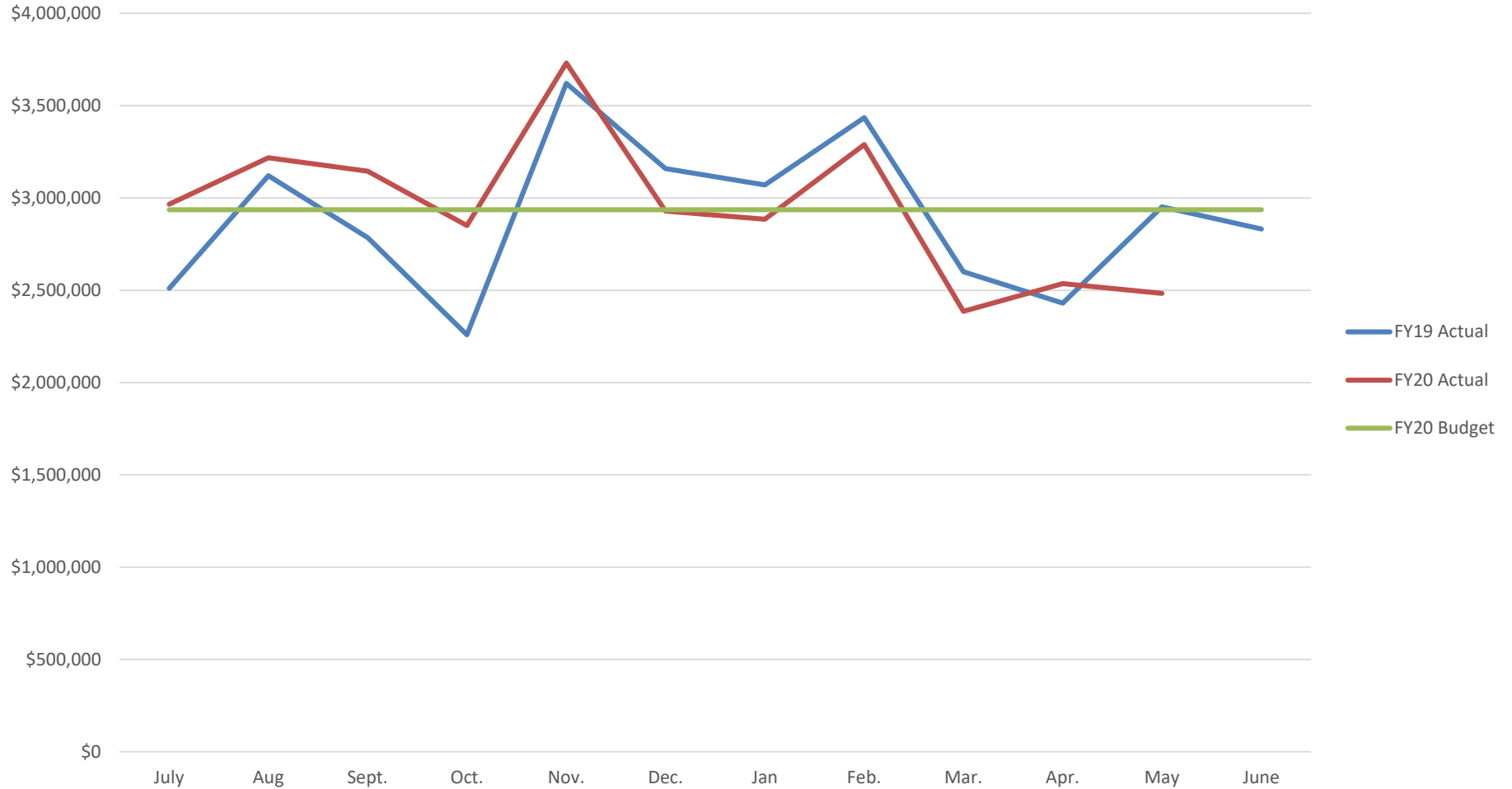


Monthly Sales Tax



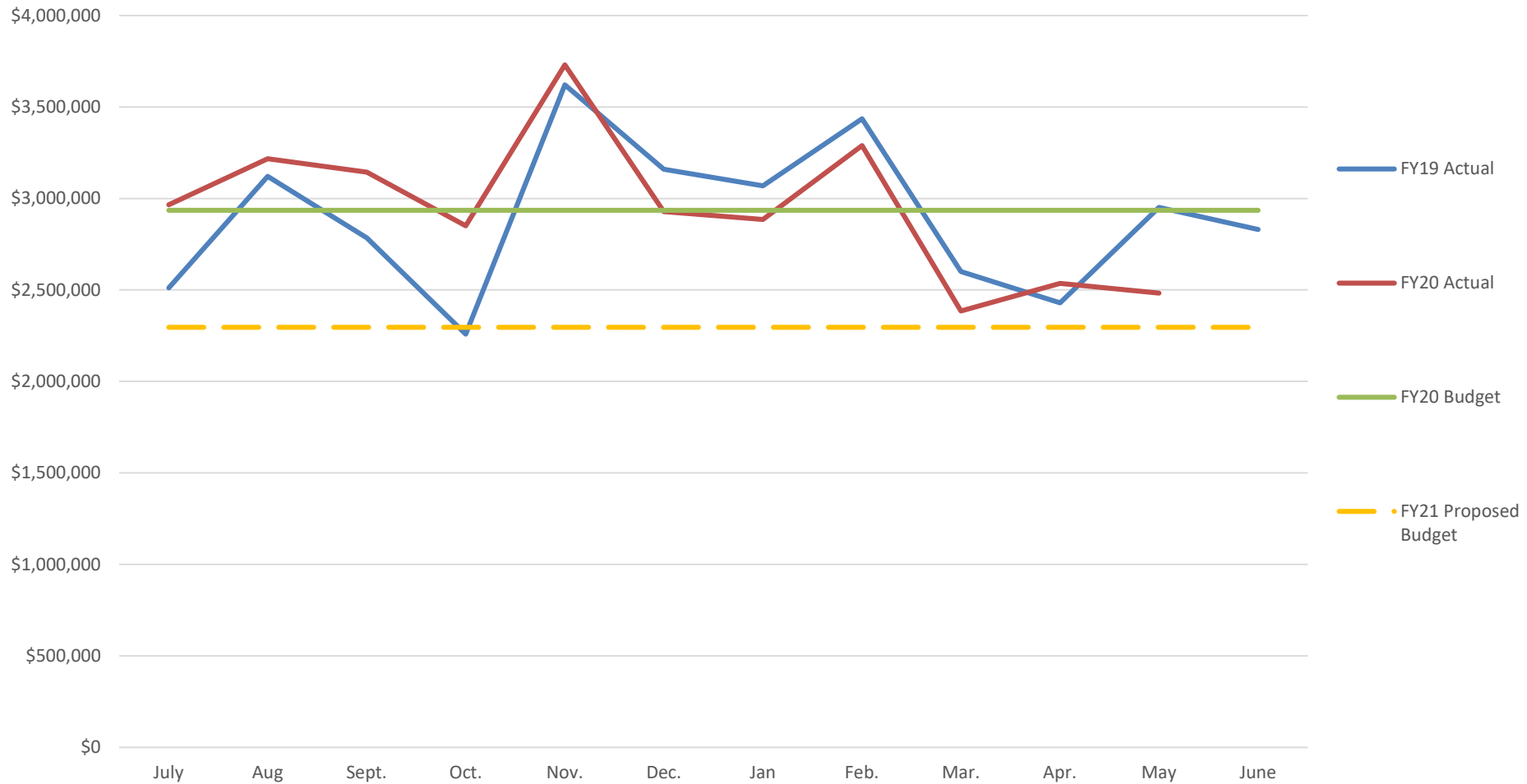


Monthly Sales Tax



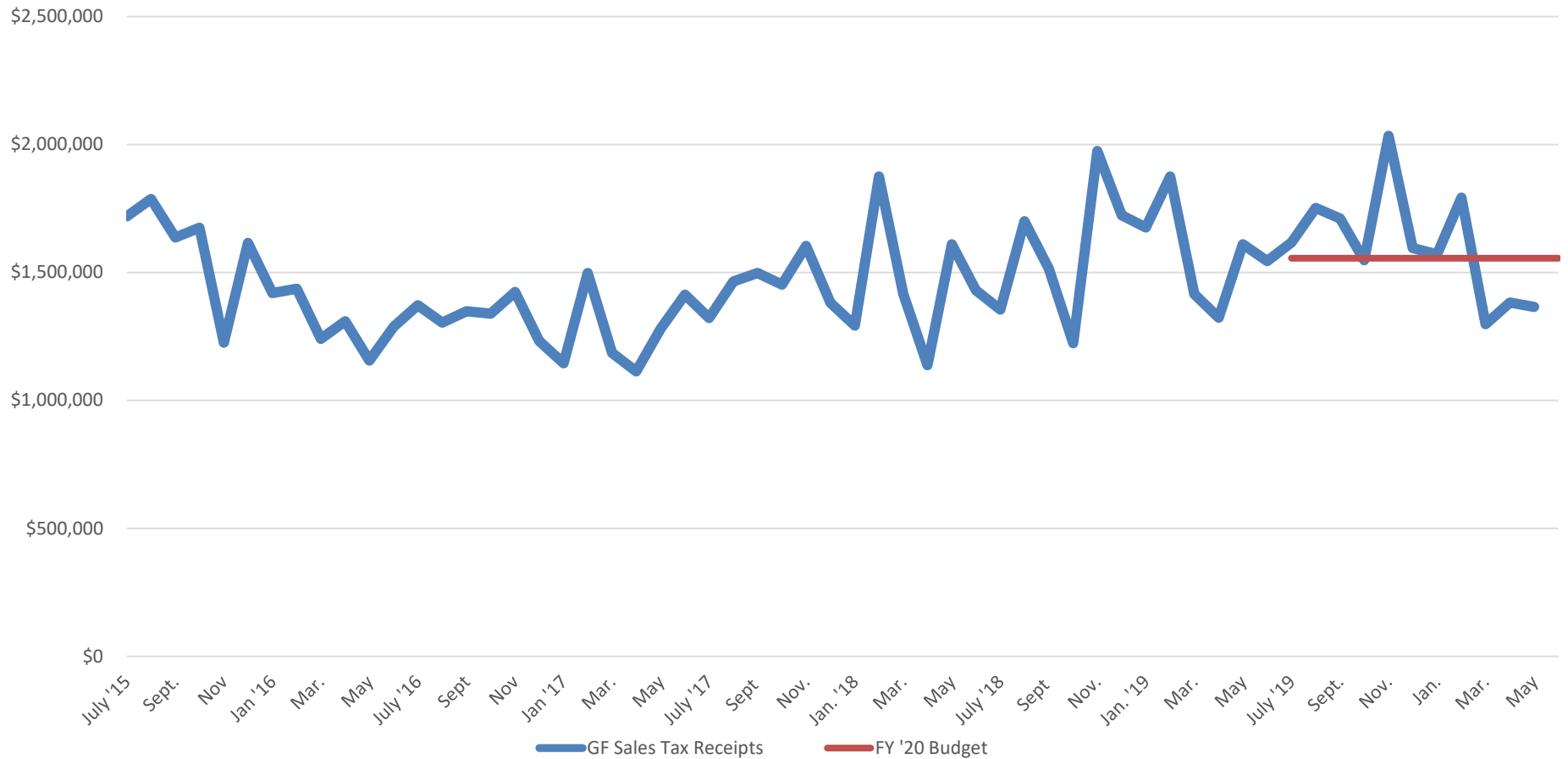


Monthly Sales Tax





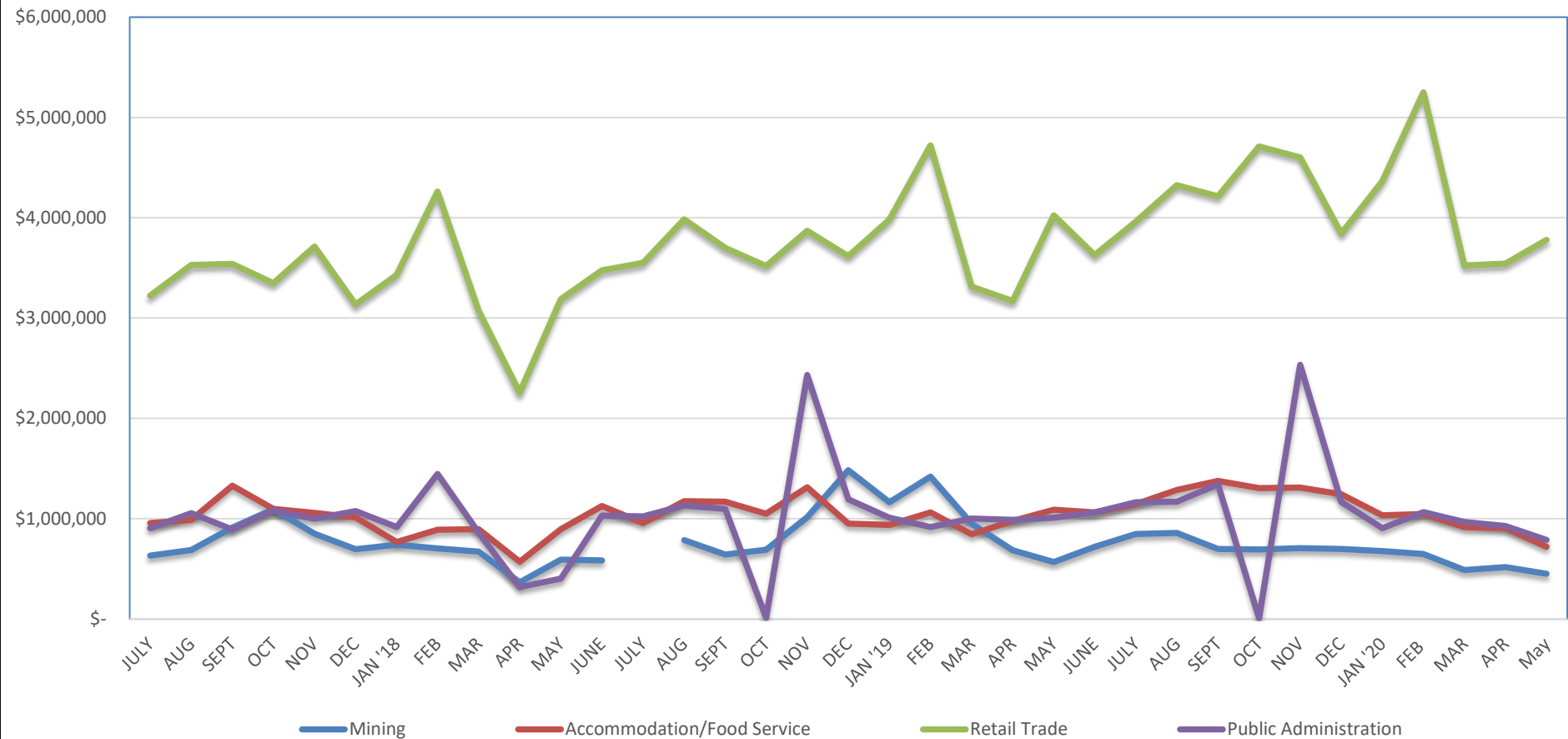
General Fund Sales Tax History





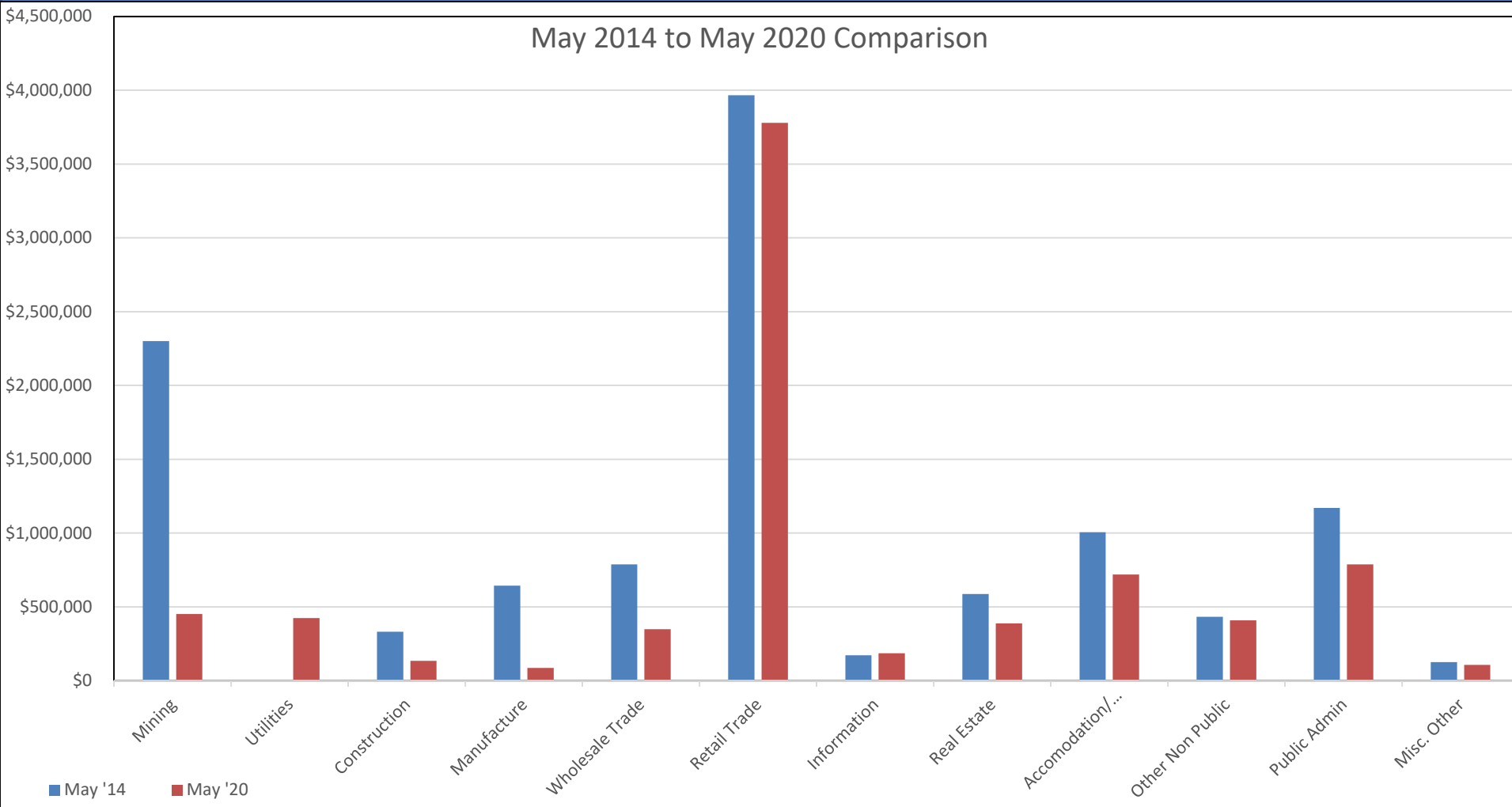
Top Four Major Industry Classes

TOP FOUR MAJOR INDUSTRY CLASS





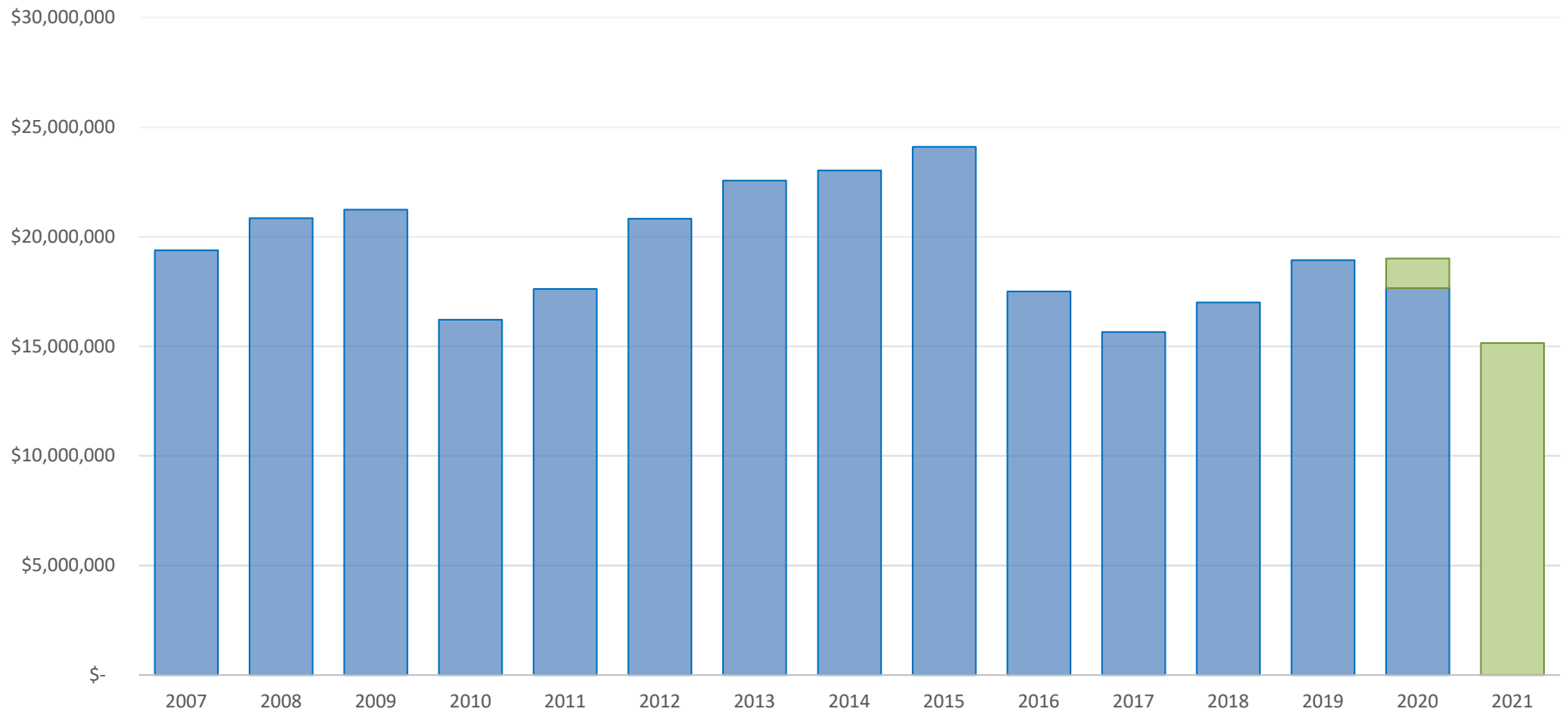
Taxable Sales by Major Industry





General Fund Sales Tax History

History of Sales Tax FY 2007 to Proposed FY 2021





General Fund



General Fund

Projected 7/01/20 Cash Balance	\$ 16,920,676
Less: Amounts Restricted	\$ -
Designated Funds	\$ (269,261)
Operating Reserves	\$ (15,504,853)
Add: FY '20 Excess Budgeted Revenues	\$ -
FY '20 Expense Savings	\$ -
Projected 7/01/20 Available Cash Balance	\$ 1,146,561



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FY '20 Expense Savings	\$ -
Projected 7/01/20 Available Cash Balance	\$ 1,146,561
FY 21 Budgeted Operating Revenues	\$ 39,989,661
FY 21 Budgeted Non-Operating Revenues	\$ 4,313,176
Total Revenues	\$ 44,302,837



General Fund

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FY 21 Budgeted Non-Operating Revenues	\$ 4,313,176
Total Revenues	\$ 44,302,837
FY 21 Budgeted Operating Expenditures	\$ 46,845,384
FY 21 Capital/Non-Operating Expenditures	\$ 367,603
Total Expenditures	\$ 47,212,987



General Fund

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FY 21 Budgeted Operating Expenditures	\$ 46,845,384
FY 21 Capital/Non-Operating Expenditures	\$ 367,603
Total Expenditures	\$ 47,212,987
FY 21 Budgeted Activity Cash Impact	\$ (2,910,150)



General Fund

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Less: Amounts Restricted	\$ -
Designated Funds	\$ (269,261)
Minimum Reserve Per Finance Policy	\$ (15,504,853)
Projected 7/01/20 Available Cash Balance	\$ 1,146,561
FY 21 Budgeted Operating Revenues	\$ 39,989,661
FY 21 Budgeted Non-Operating Revenues	\$ 4,313,176
Total Revenues	\$ 44,302,837
FY 21 Budgeted Operating Expenditures	\$ 45,767,772
Platte River Volunteer Day	\$ -
CNFR	\$ 49,000
Municipal Band	\$ 144,199
Health Dept. Operations	\$ 513,000
Community Promotions	\$ 25,000
CAEDA	\$ 346,413
FY 21 Capital/Non-Operating Expenditures	\$ 367,603
Transfer Out- Spectra Contractual Obligation	\$ 868,424
Total Expenditures	\$ 47,212,987
FY 21 Budgeted Activity Cash Impact	\$ (2,910,150)



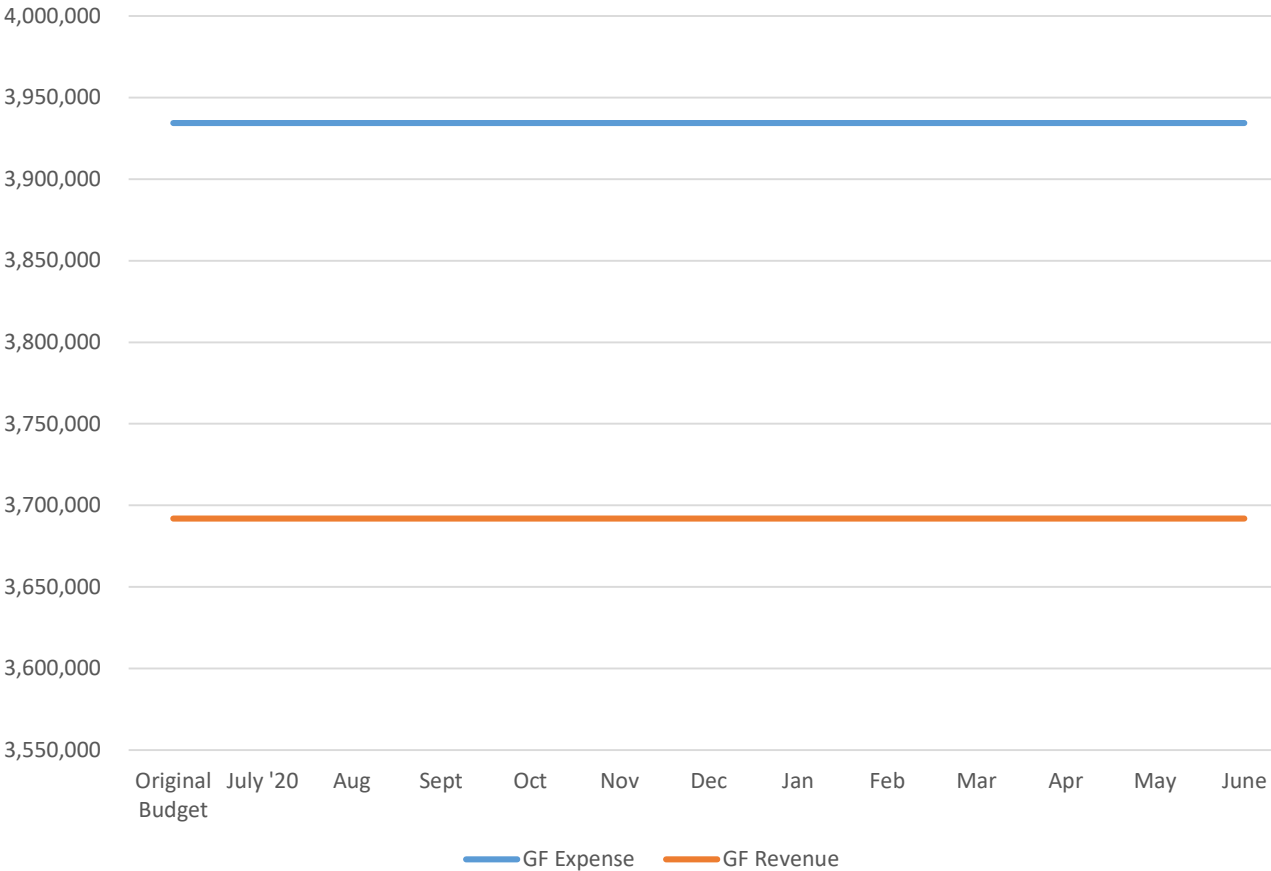
General Fund

FY 21 Budgeted Activity Cash Impact	\$ (2,910,150)
Proposed Expense Reductions	
Salary Step Freeze	\$ 445,000
Furloughs	\$ 658,000
Sales Tax Repayment Deferral	\$ 185,551
Pool Closures	
Marion Kreiner	\$ 35,176
Washington Park	\$ 25,723
Paradise Valley	\$ 46,006
Mike Sedar	\$ 808
Total Expense Reductions	\$ 1,396,264
Operational Activity Shortage	\$ (1,513,886)

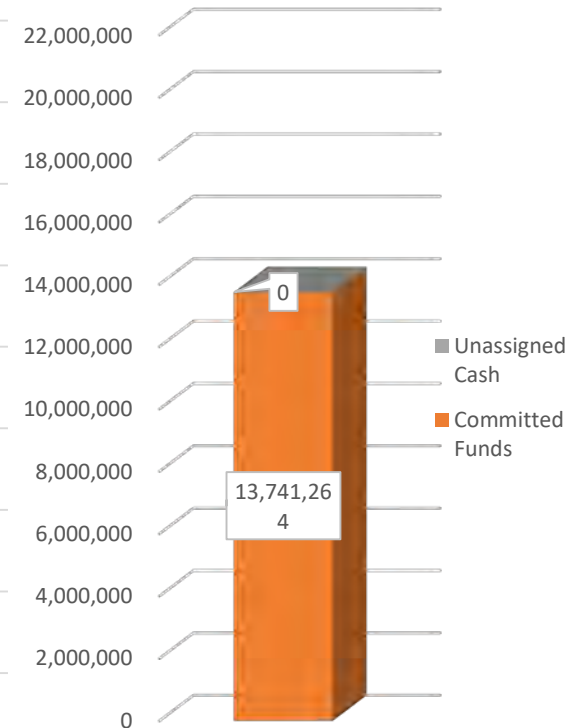


General Fund

FY '21 General Fund Operating Revenue vs. Operating Expense



FY '21 Projected GF Cash Balance





General Fund

Furlough Model

Employee Salary	No. of Days
\$90,000 or Higher	6
\$60,000 to \$89,999	5
\$30,000 to \$59,999	4
Less than \$30,000	3



Enterprise Funds



Sewer Fund

Projected 7/01/20 Cash Balance	\$ 3,500,129
Less: Amounts Restricted	\$ -
Minimum Reserve Per Finance Policy	\$ (2,143,947)
Projected 7/01/20 Available Cash Balance	\$ 1,356,182
FY 21 Budgeted Operating Revenues	\$ 6,209,889
FY 21 Budgeted Non-Operating Revenues	\$ 204,450
Total Revenues	\$ 6,414,339
FY 21 Budgeted Operating Expenditures	\$ 6,093,806
FY 21 Capital/Non-Operating Expenditures	\$ 797,050
Total Expenditures	\$ 6,890,856
FY 21 Budgeted Activity Cash Impact	\$ (476,517)
Projected FY 21 YE Available Cash	\$ 879,665

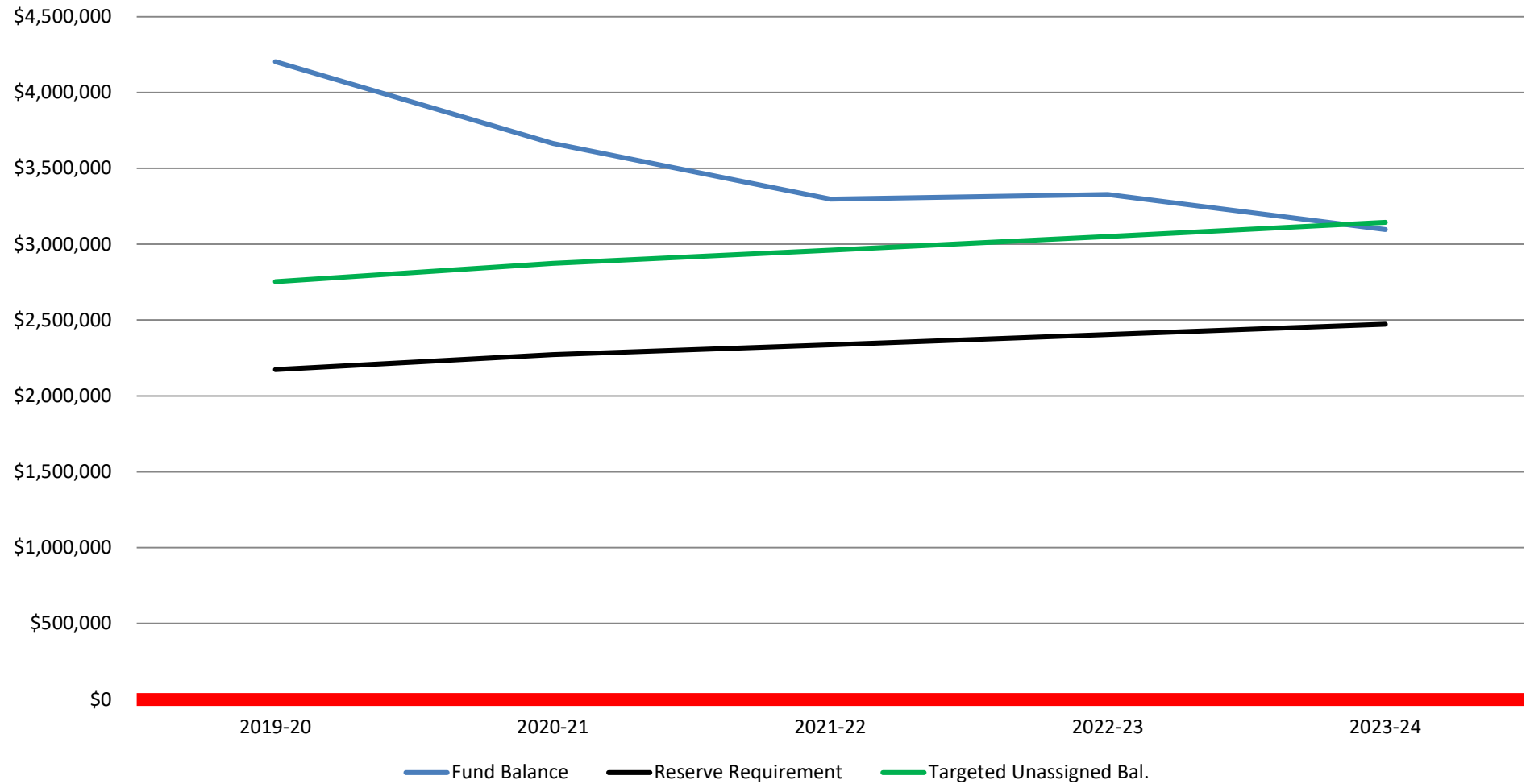


Sewer Fund

Projected 7/01/20 Cash Balance	\$ 3,500,129
Less: Amounts Restricted	\$ -
Minimum Reserve Per Finance Policy	\$ (2,143,947)
Projected 7/01/20 Available Cash Balance	\$ 1,356,182
FY 21 Budgeted Operating Revenues	\$ 6,209,889
FY 21 Budgeted Non-Operating Revenues	\$ 204,450
Total Revenues	\$ 6,414,339
FY 21 Budgeted Operating Expenditures	\$ 6,093,806
FY 21 Capital/Non-Operating Expenditures	\$ 797,050
Total Expenditures	\$ 6,890,856
FY 21 Budgeted Activity Cash Impact	\$ (476,517)
Projected FY 21 YE Available Cash	\$ 879,665



Sewer Fund Pro Forma





Water Distribution Fund

Projected 7/01/20 Cash Balance	\$ 8,158,663
Less: Amounts Restricted	\$ (850,000)
Minimum Reserve Per Finance Policy	\$ (5,840,720)
Projected 7/01/20 Available Cash Balance	\$ 1,467,943
FY 21 Budgeted Operating Revenues	\$ 12,976,533
FY 21 Budgeted Non-Operating Revenues	\$ 1,302,108
Total Revenues	\$ 14,278,641
FY 21 Budgeted Operating Expenditures	\$ 11,516,132
FY 21 Capital/Non-Operating Expenditures	\$ 3,610,682
Total Expenditures	\$ 15,126,814
FY 21 Budgeted Activity Cash Impact	\$ (848,173)
Projected FY 21 YE Available Cash	\$ 619,770

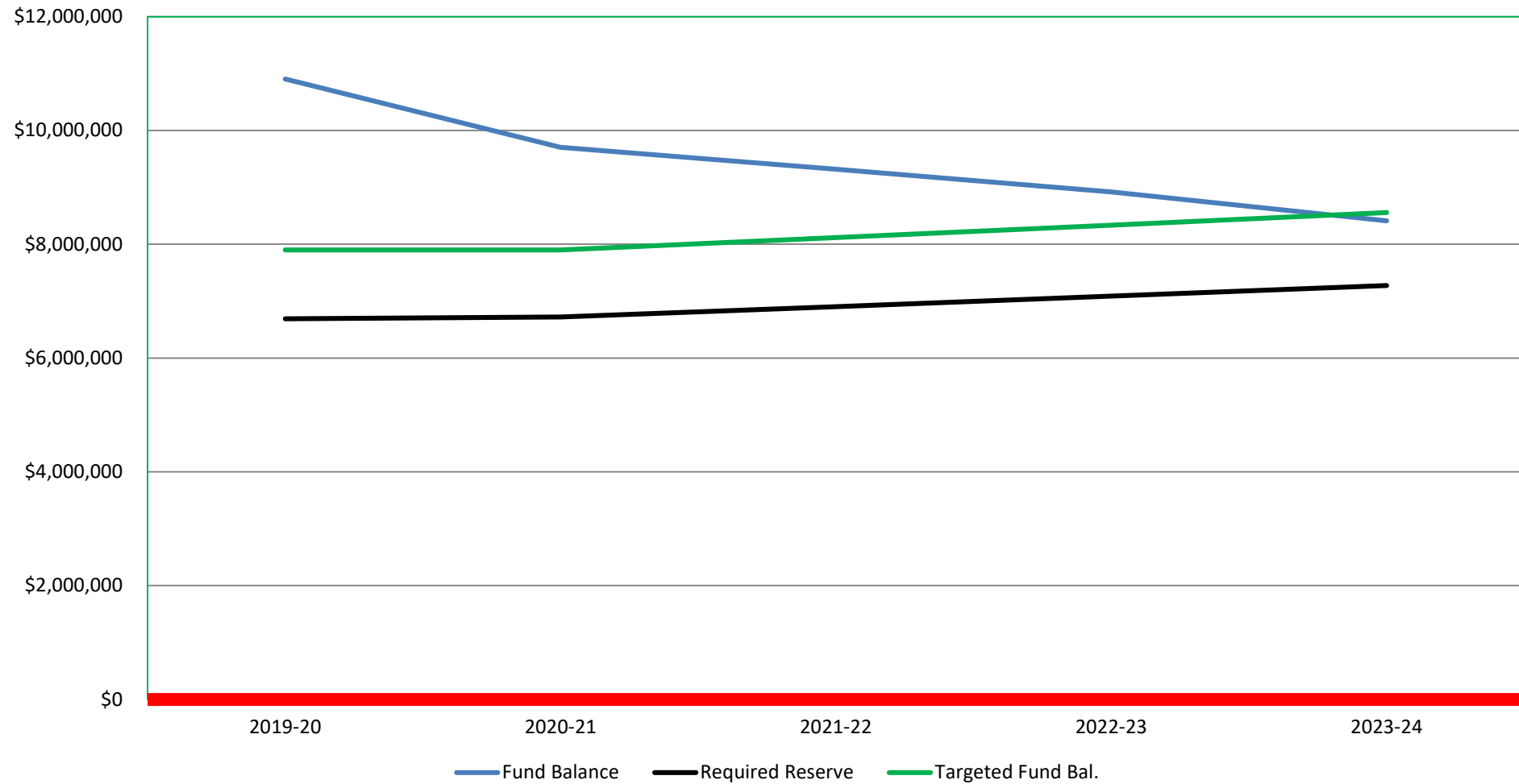


Water Distribution Fund

Projected 7/01/20 Cash Balance	\$ 8,158,663
Less: Amounts Restricted	\$ (850,000)
Minimum Reserve Per Finance Policy	\$ (5,840,720)
Projected 7/01/20 Available Cash Balance	\$ 1,467,943
FY 21 Budgeted Operating Revenues	\$ 12,976,533
FY 21 Budgeted Non-Operating Revenues	\$ 1,302,108
Total Revenues	\$ 14,278,641
FY 21 Budgeted Operating Expenditures	\$ 11,516,132
FY 21 Capital/Non-Operating Expenditures	\$ 3,610,682
Total Expenditures	\$ 15,126,814
FY 21 Budgeted Activity Cash Impact	\$ (848,173)
Projected FY 21 YE Available Cash	\$ 619,770



Water Distribution Fund Pro Forma





Refuse Fund

Projected 7/01/20 Cash Balance	\$ 1,720,265
Less: Amounts Restricted	
Minimum Reserve Per Finance Policy	\$ (2,033,499)
Projected 7/01/20 Available Cash Balance	\$ (313,234)
FY 21 Budgeted Operating Revenues	\$ 7,257,926
FY 21 Budgeted Non-Operating Revenues	\$ 11,201
Total Revenues	\$ 7,269,127
FY 21 Budgeted Operating Expenditures	\$ 6,256,049
FY 21 Capital/Non-Operating Expenditures	\$ 1,870,100
Total Expenditures	\$ 8,126,149
FY 21 Budgeted Activity Cash Impact	\$ (857,022)
Projected FY 21 YE Available Cash	\$ (1,170,256)

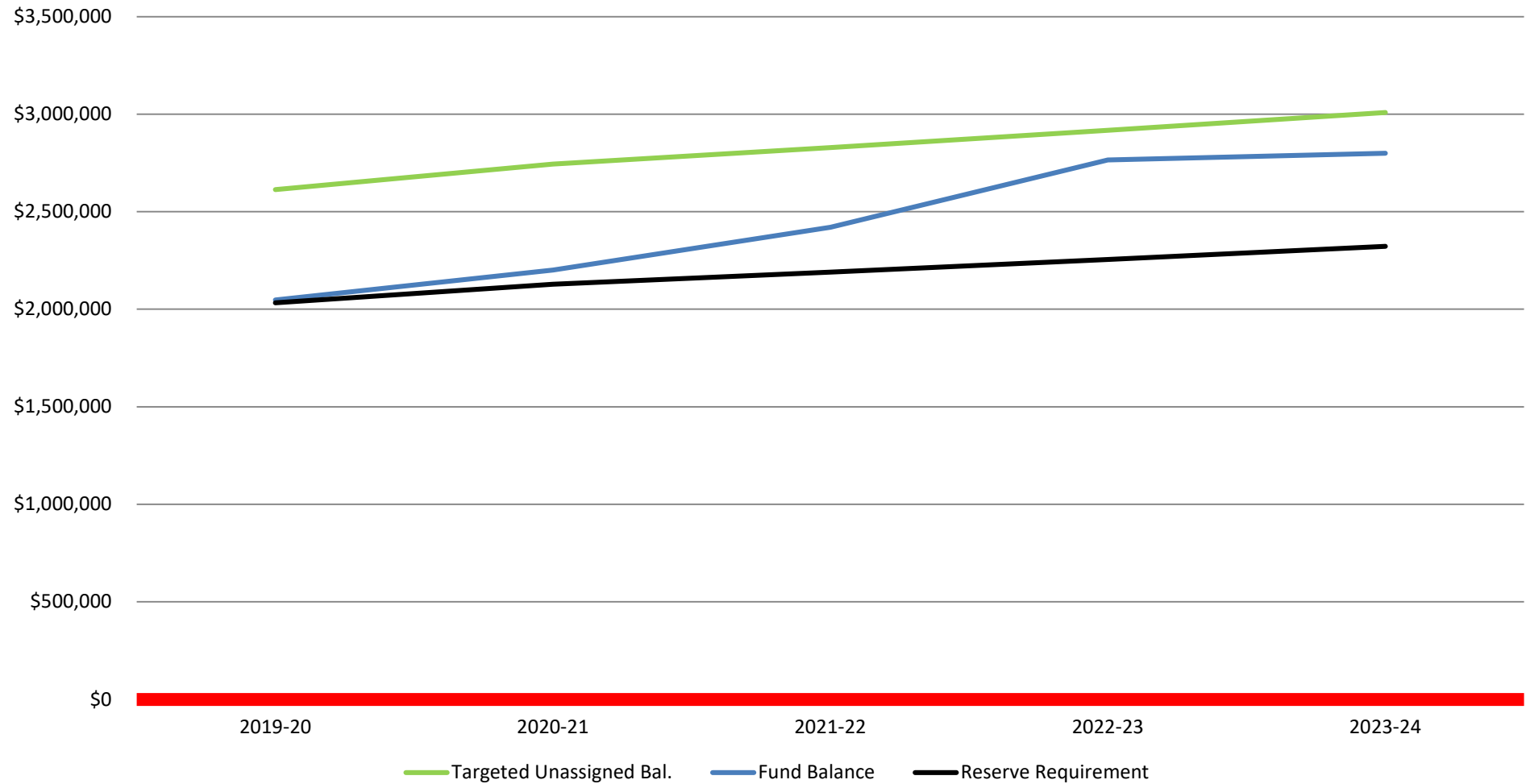


Refuse Fund

Projected 7/01/20 Cash Balance	\$ 1,720,265
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Minimum Reserve Per Finance Policy	\$ (2,033,499)
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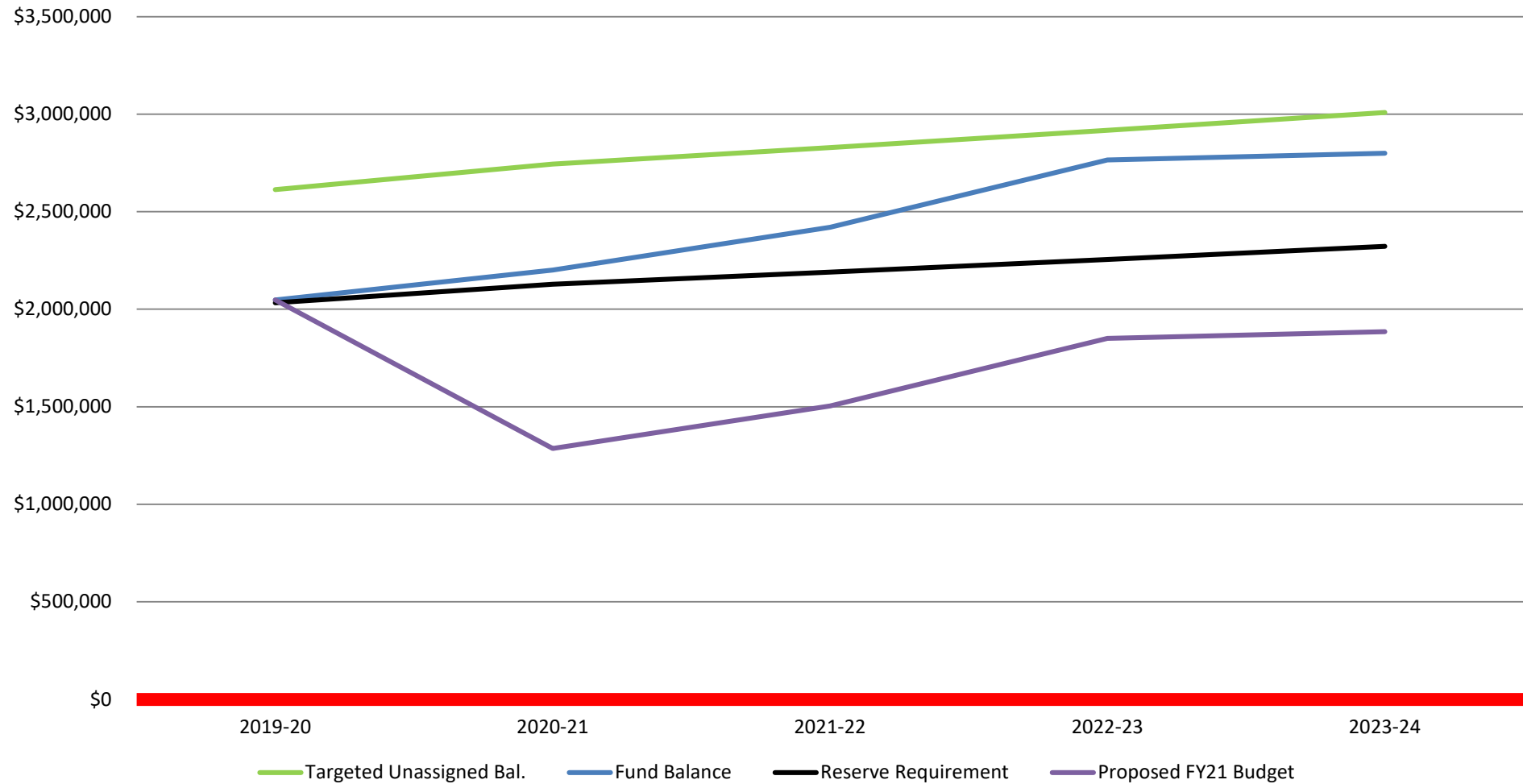


Refuse Fund Pro Forma





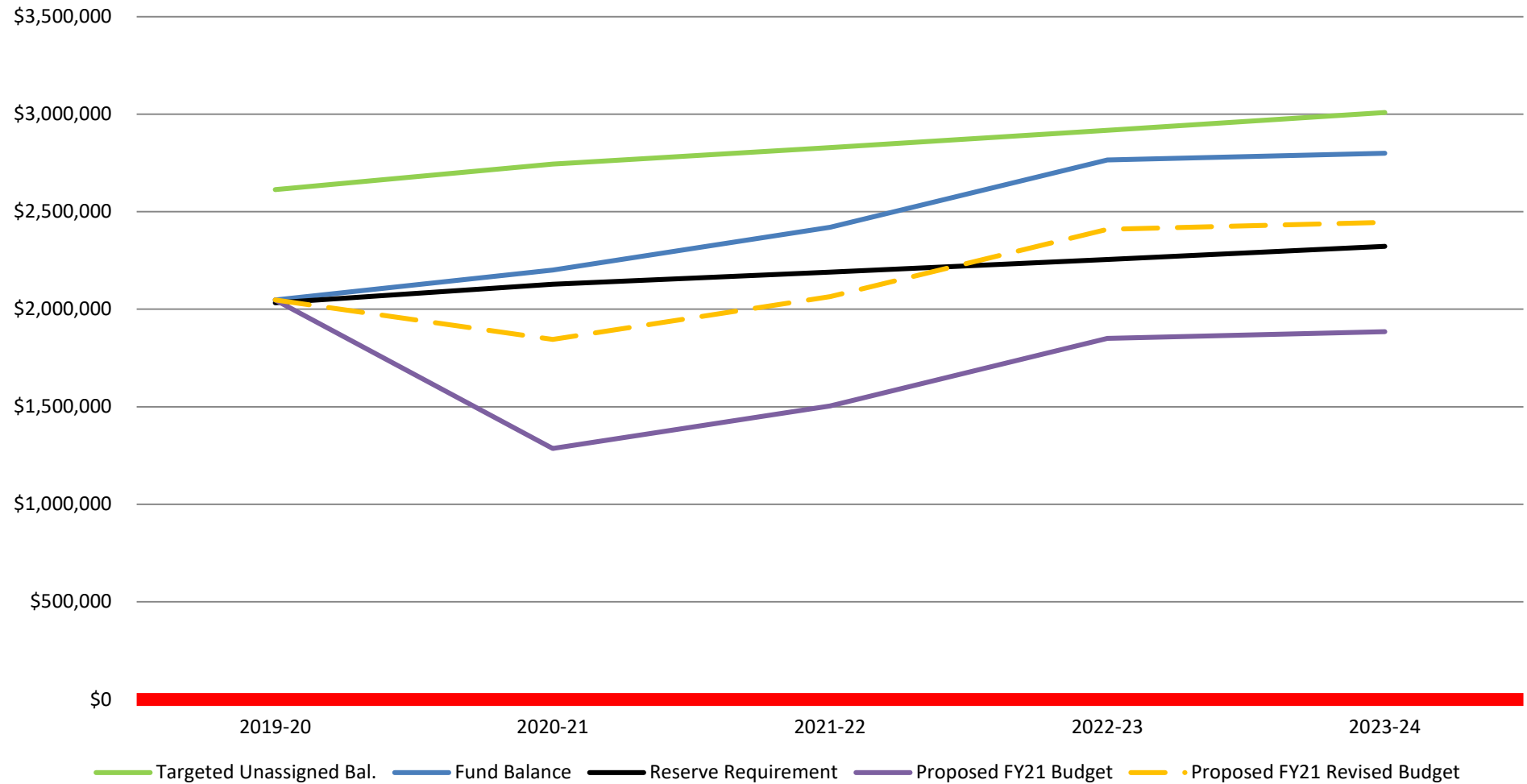
Refuse Fund Pro Forma-Revised





Refuse Fund

Pro Forma- Revised Budget





Balefill Fund

Projected 7/01/20 Cash Balance	\$ 5,955,137
Less: Amounts Restricted	\$ -
Minimum Reserve Per Finance Policy	\$ (3,381,105)
Projected 7/01/20 Available Cash Balance	\$ 2,574,032
FY 21 Budgeted Operating Revenues	\$ 7,807,240
FY 21 Budgeted Non-Operating Revenues	\$ 145,703
Total Revenues	\$ 7,952,943
FY 21 Budgeted Operating Expenditures	\$ 5,147,326
FY 21 Capital/Non-Operating Expenditures	\$ 2,488,979
Total Expenditures	\$ 7,636,305
FY 21 Budgeted Activity Cash Impact	\$ 316,638
Projected FY 21 YE Available Cash	\$ 2,890,670

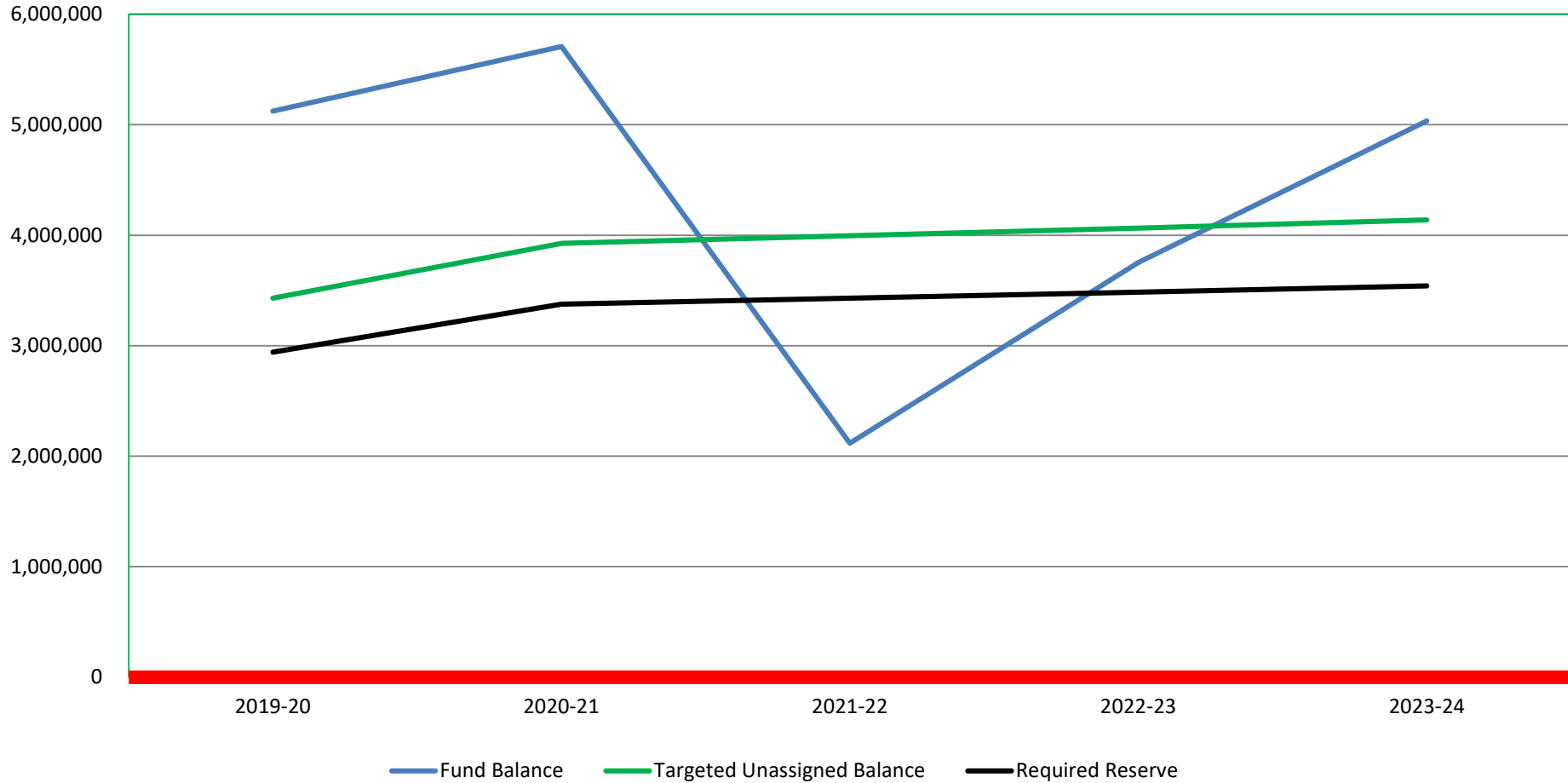


Balefill Fund

Projected 7/01/20 Cash Balance	\$ 5,955,137
Less: Amounts Restricted	\$ -
Minimum Reserve Per Finance Policy	\$ (3,381,105)
Projected 7/01/20 Available Cash Balance	\$ 2,574,032
FY 21 Budgeted Operating Revenues	\$ 7,807,240
FY 21 Budgeted Non-Operating Revenues	\$ 145,703
Total Revenues	\$ 7,952,943
FY 21 Budgeted Operating Expenditures	\$ 5,147,326
FY 21 Capital/Non-Operating Expenditures	\$ 2,488,979
Total Expenditures	\$ 7,636,305
FY 21 Budgeted Activity Cash Impact	\$ 316,638
Projected FY 21 YE Available Cash	\$ 2,890,670



Balefill Fund Pro Forma





Budget Myths



Budget Myth #1

- The City has hundreds of millions of dollars in savings and reserves.



Budget Myth #1

- ~~• The City has hundreds of millions of dollars in savings and reserves.~~
- FACT: The City has reserves set for the General Fund equivalent to 120 days of operational costs which nets to about \$15.5 million for FY21. All other reserves such as Utility Fund Reserves, Perpetual Care, and Opportunity funds have other specific purposes of use.



Budget Myth #2

- The economy will bounce right back and the revenues will increase.



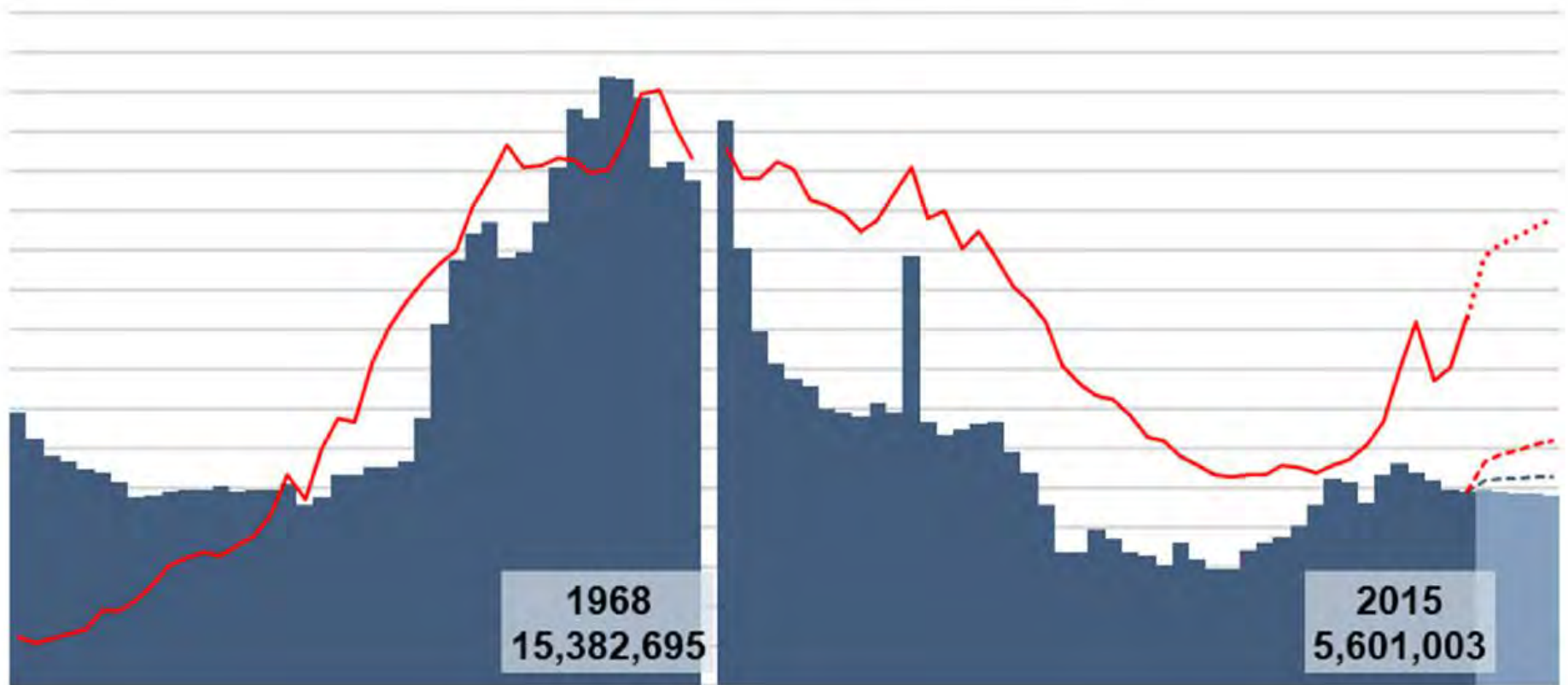
Budget Myth #2

- ~~• The economy will bounce right back and the revenues will increase.~~
- FACT: The economy tends to have a slow recovery and historically revenues such as sales tax revenue have never recovered to the peak period between FY2012 to FY2015.



Budget Myth #2

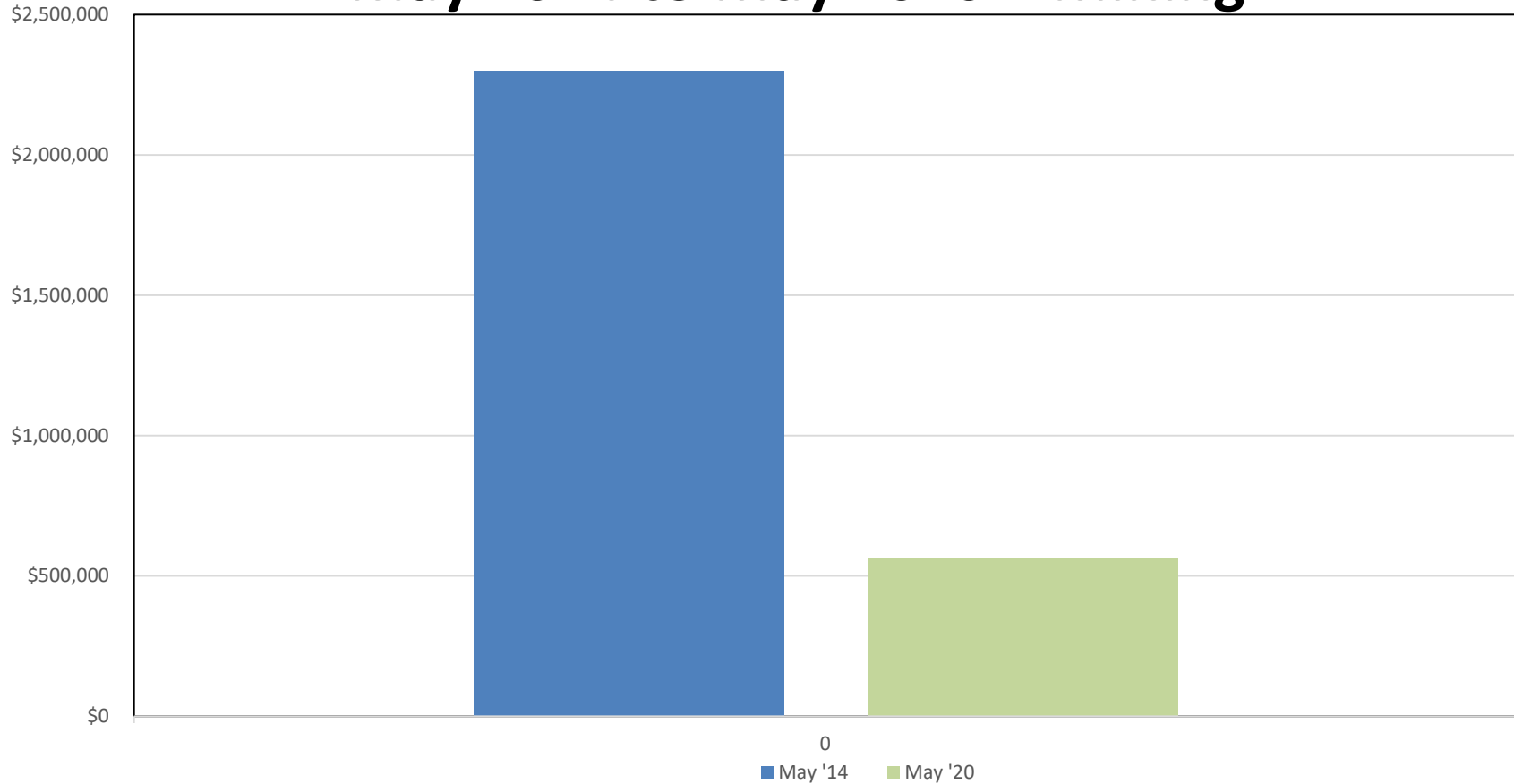
Natrona Co. Oil Production





Budget Myth #2

May 2014 to May 2020 – Mining





Budget Myth #3

- There are millions of dollars worth of Federal money for the City to use.



Budget Myth #3

- ~~• There are millions of dollars worth of Federal money for the City to use.~~
- FACT: The CARES Act limited municipalities with a population less than 500,000 to receive nothing in federal funding for lost revenue. Exception- The CARES Act did provide funding to the Transit Fund (CATC) through the Federal Transportation Administration.



Budget Myth #4

- We don't have to discuss FY21 budget at the conclusion of these sessions.



Budget Myth #4

- ~~• We don't have to discuss FY21 budget at the conclusion of these sessions.~~
- FACT: Given the nature of economy and the pandemic, the discussion on the FY21 budget is highly probable. These discussions may include additional cuts to expenses as the City realizes actual revenue.



FY21
&
Beyond



Recommendations For FY21

- Renew Rocky Mountain Power Franchise Fee
- Recycling Rate increase
- Compensation and Class study findings and implementation
- Keep newly proposed capital budget plan
- Consider alternatives if direct distribution dollars are scaled down

**CASPER UTILITIES ADVISORY BOARD
CITY OF CASPER
MEETING AGENDA**

Casper City Hall
Video Conference

Wednesday, May 27, 2020 7:00 a.m.

AGENDA:

- * 1. Consider Approval of the April 22, 2020 Meeting Minutes
- * 2. Discuss Statistical Report
 - a. April 2020
- * 3. Consider Contract for Outside-City Water Service with Arlo B. and Deborah K. See, 3900 Squaw Creek Road
- * 4. Consider Contract for Outside-City Water Service with Gilbert and Jannette Van Patten, 4171 Squaw Creek
- * 5. Consider Contract for Outside-City Water Service with Roger A. and Sheryl Garling, 4495 Squaw Creek Road
- 6. Other Business
- 7. Adjournment

Additional Information:

Agendas and approved minutes of the Central Wyoming Regional Water System Joint Powers Board can be accessed on their website, www.wyowater.com, under the News & Notices tab, or at the following links:

RWS Agendas - <http://www.wyowater.com/board-meetings>

RWS Minutes - <http://www.wyowater.com/board-minutes>

**CASPER PUBLIC UTILITIES ADVISORY BOARD
CITY OF CASPER**

MEETING PROCEEDINGS

April 22, 2020

7:00 a.m.

A regular meeting of the Casper Public Utilities Advisory Board was held on Wednesday, April 22, 2020 at 7:00 a.m. by Video Conference.

Present: President Michael Bell
 Vice President Jim Jones
 Member Richard Jay
 Member Bruce English
 Council Liaison Bates

Absent: Secretary John Lawson

Staff Present: Public Services Director, Andrew Beamer
 Public Utilities Manager, Bruce Martin
 Administrative Technician, Janette Brown

Others: Lisa Ogden – Natrona County Conservation District

The regular meeting was called to order at 7:04 a.m. by President Bell.

Due to the meeting being conducted by video conference, Ms. Brown took roll call as follows:

President Bell – Present
Vice President Jones – Present
Secretary Lawson – Absent
Board Member English – Present
Board Member Jay – Present
Council Liaison Bates - Absent
Mr. Beamer – Present
Mr. Martin – Present
Ms. Brown - Present
Ms. Ogden - Present

1. President Bell asked for a motion to approve the minutes from the February 26, 2020 meeting. A motion was made by Board Member English and seconded by Vice President Jones to approve the February 26, 2020 minutes. Motion passed.

2. Mr. Martin asked the Board to reference the March 2020 Statistical Report in the agenda packet. Mr. Martin stated that the Total Gallons Purchased in March was 147 MG, compared to the five-year average of 146 MG. Mr. Martin stated that fiscal year to date water purchased is 2.56 BG.

Mr. Martin stated that there were no water main or service line breaks in March. Mr. Martin stated there is a total of 16 water main breaks for the fiscal year compared to 13 water main breaks last fiscal year and three service line breaks for the fiscal year compared to 20 last fiscal year.

Mr. Martin stated that there were two sewer main stoppages in March with a total of eight for the year compared to eleven sewer stoppages at the same time last fiscal year.

Mr. Martin stated that there are 22,801 active accounts.

3. Mr. Martin turned time over to Ms. Lisa Ogden with the Natrona County Conservation District.

Ms. Ogden stated there has been quite a change due to the COVID-19 pandemic. Ms. Ogden stated that in February, the NCCD Board instructed her to request an increase in funding, but have since decided to keep the amount requested for operations, \$35,000, the same. Ms. Ogden stated that the NCCD has quite a bit of grant funds for projects, but can only use approximately 10% for operations.

Ms. Ogden reviewed the following NCCD projects from 2012 – 2019:

- 56 Projects Completed / Obligated
- 1,332 Acres Converted from Flood to Sprinkler
- 73,477 Feet of Irrigation Pipeline Installed
- 84,463 Feet of Dirt Ditch Replaced by Pipeline
- 7 Lined Irrigation Ponds Installed
- 224 Acres under Irrigation Water Management
- 1 Spring Development
- 13 Wildlife / Stock Wells Installed
- 29 Wildlife / Stock Tanks Installed
- 38,972 Feet of Wildlife / Stock Pipelines Installed
- 59,180 Acres with New Wildlife / Stock Water Access

Ms. Ogden stated that 15,495 feet of pipeline has been installed as part of the Selenium Projects to Date, which serve 27 irrigators and 1,021 acres.

Ms. Ogden stated that Selenium Levels in the Oregon Trail Drain are stable, but are on the high end of stable.

Ms. Ogden stated that the Mean Annual Selenium Levels have dropped quite a bit.

Ms. Ogden stated that the NCCD lost two testing sites on Poison Spider Creek and are working on getting new sites.

Ms. Ogden stated that the NCCD has two new projects with landowners right now for pivots and pipelines. Ms. Ogden stated that the NCCD is still working on a pipe line on Garbutt Road.

Ms. Ogden stated that she knows everyone will be in a bind financially this year, and that's why she backed off on the funding request this year.

A motion was made by Board Member Jay and seconded by Board Member English to continue with the level of base funding for the Natrona County Conservation District. Motion passed.

Ms. Ogden thanked the Board for their support.

President Bell asked if the base funding is \$35,000 or \$50,000. Mr. Martin stated that the base funding is \$35,000.

Council Liaison Bates joined the meeting at 7:18 a.m.

4. Mr. Martin asked the Board to reference the Contract for Outside-City Water and Sewer Service with Jereco Cleaning Systems, LLC, 1720 Bryan Stock Trail. Mr. Martin stated that this property will not be required to annex, but a Commitment to Annex has been signed. Mr. Martin stated that the additional contract language is included in the contract. Mr. Martin recommended approval of the contract and offered to answer any questions the Board might have on the contract.

Board Member Jay asked if the property will be able to connect to water and sewer mains in Bryan Stock Trail. Mr. Martin stated that was correct.

Board Member Jay asked if the property is developed. Mr. Martin stated that there is a shop on the property.

President Bell asked how close the property is to City limits. Mr. Martin stated that the City limits is across the road, but since it is unplatted, annexation is not required. Mr. Martin stated that there is something with zoning that won't work for the business to be inside City limits. Mr. Martin stated that if a property is not contiguous, it won't have to be annexed immediately, but a Commitment to Annex must be signed. Mr. Martin stated that the outside-City contracts now have additional language regarding annexation.

Vice President Jones stated that he understood with the updated annexation policy, that to get direct service, they had to annex. Mr. Martin stated that annexation is only required right away if the property is contiguous; however a commitment to annex is required, and additional annexation language is added to the contract.

Board Member Jay asked that given the nature of the business, if there were concerns about what would be going down the sewer. Mr. Martin stated that there are no concerns as the business must still meet the Industrial Pre-Treatment Regulations.

Board Member English stated that if this business use is not allowed within City limits, he is hesitant to move forward. Mr. Martin stated that as the property is still in the County, the business use is fine. Mr. Martin stated that if the property owner sells the property and it is annexed, it could have a different use. Mr. Martin stated that in item 7 b of the contract, it states that the property owner will not oppose zoning requirements.

President Bell asked if the property is considered contiguous as it is across the street from the Landfill. Mr. Martin stated that he met with the Planning Department and this property will not be required to annex at this time as it does not meet the requirements of being contiguous. Board Member English asked if the road made the property contiguous. Mr. Martin stated that the City Planner stated that this property is not considered contiguous and will not be required to annex at this time. Vice President Jones stated that this discussion should default to Planning as land use is outside the Board's purview. Vice President Jones stated that he feels the contract should be approved.

A motion was made by Vice President Jones and seconded by Board Member English to approve the Contract for Outside-City Water and Sewer for Jereco Cleaning Systems, LLC, 1720 Bryan Stock Trail.

Board Member Jay stated that he would like to know what the zoning issue is for this business not being in City limits. Board Member English agreed with Board Member Jay, but stated that he also agrees with Vice President Jones that the land use is not in the purview of the Board.

Motion passed with Board Member Jay voting against.

5. Mr. Martin asked the Board to reference the Contract for Outside-City Water Service with Ashton J. and Joanna Wilson, 5665 Bordeaux Road. Mr. Martin stated that this property will be able to connect to the new West Casper Zone 2 12-inch waterline. Mr. Martin stated that this property is not contiguous to City limits, but the owners did sign a Commitment to Annex.

President Bell asked if this property provided an easement for the new waterline. Mr. Beamer stated that the waterline goes down the County roadway easement. Mr. Martin stated that the waterline is contiguous to the property.

A motion was made by Vice President Jones and seconded by Board Member Jay to approve the Contract for Outside-City Water Service with Ashton J. and Joanna Wilson, 5665 Bordeaux Road. Motion passed.

6. Mr. Martin asked the Board to reference the Contract for Outside-City Water Service with Steven M. Carter, 3709 Squaw Creek Road. Mr. Martin stated that this contract is

also for water service from the West Casper Zone 2 waterline. Mr. Martin stated that the property is adjacent to the waterline. Mr. Martin stated that this property is not contiguous to City limits, but the owner did sign a Commitment to Annex.

President Bell asked if these contracts are for ¾-inch taps. Mr. Martin stated that 1-inch taps will be made on the water main with ¾-inch meters.

Council Liaison Bates asked if there were sewer mains in this area. Mr. Martin stated that there are not sewer mains in this area, septic systems are in use.

Vice President Jones asked if there will be more contracts for service from this water main. Mr. Martin stated that there will be more of these contracts discussed at future meetings.

Vice President Jones asked if Mr. Martin anticipated any extensions to the water main. Mr. Martin stated that staff anticipates there may be a couple of extensions made to the water line.

Board Member English asked if the properties in this area can subdivide. Mr. Martin stated that this area is platted into single lots and if they are subdivided, then they would have to come back to the Board for approval of water service.

A motion was made by Board Member English and seconded by Vice President Jones to approve the Contract for Outside-City Water Service with Steven M. Carter, 3709 Squaw Creek Road. Motion passed.

7. Mr. Martin reviewed the Fiscal Year 2021 budgets for Water Distribution, Wastewater Collection, and Wastewater Treatment (WWTP) with the Board. Mr. Martin stated that the Water Treatment Plant Operations Budget and the Regional Water System Agency Budget are not included as they are reviewed and approved by the Central Wyoming Regional Water System Joint Powers Board.

Mr. Martin stated that serious efforts were made to minimize increases in the FY21 operations budgets. Mr. Martin stated that the Water, Sewer, and WWTP budgets are driven by new and replacement capital projects much more than by operational expenditures. Mr. Martin stated that the new and replacement capital expenditures generally follow the Water Fund, Sewer Fund, and WWTP Fund Capital Improvement Plans.

Water Budget

Revenue

- a) User Fees - \$11,553,468 – This number is based on a five-year average of water sales adjusted for growth and rate increases. This figure incorporates the 2.0% rate increase granted by Council in January 2020 and the 3.0% increase granted for January 2021.

- b) Other Revenue - \$414,000 – This includes Lease Fees from cell tower sites, Wholesale Water Sales, Hydrant Usage, Service Reconnections, Meter Sales and Installation, Construction Connections and Miscellaneous Revenue.
- c) Interdepartmental Services - \$169,097 – This amount is unchanged from the FY20 Budget. This line item covers the salary and benefits for two Utility Worker II's assigned to Water Distribution but paid by the Water Treatment Plant Operations Budget.

Personnel Services

- a) Personnel Costs - \$2,559,356 – This represents an increase of \$522,140 from the FY20 budget. Many line items have increased as the result of merging Meter Services into Water Distribution in FY21. In the past few years Meter Services was paid through Interdepartmental Services.

Board Member English asked why Meter Services is being merged into Water Distribution. Mr. Martin stated that the City Manager thinks it will be a better fit in Utilities, and it makes good operational sense.

Materials and Supplies

- a) General Supplies and Materials - \$175,140 – This is an increase of \$129,840 over the FY20 budget. The increase is a result of merging Meter Services with Water Distribution. General Supplies and Materials includes the following:
 - \$44,340 – Miscellaneous materials and supplies
 - \$120,000 – Meter repair parts
 - \$4,800 – Building supplies
 - \$6,000 – Vehicle supplies
- b) Postage and Printing - \$3,050 – This amount is an increase of \$400 from FY20.
- c) Bulk Water - \$6,659,431 – This represents an increase of \$63,417 from FY20. The RWS rate model uses average water production over a five-year cycle. This budgetary figure represents the wholesale water charges to Casper from the Regional Water System.
- d) Electricity - \$352,300 – This amount is unchanged from the FY20 budget.
- e) Natural Gas - \$9,000 – This is an increase of \$2,500 from the FY20 budget. The increase is due to an anticipated rate increase, and the line was under-budgeted in FY20.
- f) Gas/Fuel - \$66,800 – This is an increase of \$1,800 from the FY20 budget. The increase is due to Meter Services merging with Water Distribution.

- g) Water/Sewer Line Materials - \$95,000 – This is a \$10,000 decrease from the FY20 budget. Contractors now supply tapping materials.
- h) Street Repairs - \$190,000 – This amount is unchanged from last year. This covers street repairs needed from water main break damages.
- i) Booster Station Supplies - \$10,000 – This is a \$100 increase over the FY20 budget.

Contractual Services

- a) Investment Services - \$30,387 – This is an increase of \$9,490 over the FY20 budget. This figure is provided by the City Finance Department.
- b) Other Contractual - \$180,700 – This line item increased by \$12,500 from the FY20 budget due to increased CAID annual betterment charges and URCR wetlands monitoring. Other Contractual contains the following:
 - \$12,000 – Other Contractual – Monies for yearly CCRs, yearly license fees, etc.
 - \$50,000 – Laboratory Testing – Lab Test Fees – Testing required by EPA
 - \$ 750 – Bureau of Reclamation – CAID Administration Charges
 - \$75,000 – CAID – Yearly rehabilitation and betterment charge
 - \$ 5,000 – NCCD – Yearly funding for workshops, water conservation
 - \$20,000 – PMP Readiness – Pathfinder Water Standby Charges
 - \$ 5,500 – URCR Wetlands – Monitoring of URCR Wetlands per ACOE – Required
 - \$ 3,000 – AVL Support Services – Charge for automated vehicle location
 - \$ 2,000 – Dispatch Services – Water Fund share of PSCC
 - \$ 4,000 – Locate Services – Charge for Locate Services (One-Call)
 - \$ 2,700 – Public Outreach – Budget for radio, brochure, press releases, etc.
 - \$ 750 – Meter Services – Equipment Inspections
- c) Interdepartmental Services - \$900,894 – This represents a decrease of \$620,256 from the FY20 budget. This line item represents transfers to the General Fund for services such as Human Resources, Administrative Services (Billing & Collection), Information Technology, GIS Services, City Attorney, Buildings & Grounds, Central Records, Central Garage, and City Administration Fees. The decrease is from reallocating Meter Services costs from Interdepartmental to designated line items.
- d) Professional Services - \$8,000 – This amount is unchanged from the FY20 budget. This line is for compaction testing.
- e) Maintenance Agreements - \$14,900 – This represents an increase of \$13,900 over the FY20 budget. This line is for software licenses. The increase is mainly due to Meter Services merging with Water Distribution.

- f) Laundry and Towel Service - \$500 – This amount is unchanged from the FY20 budget.

Debt Service

- a) Principal Payments - \$637,104 – This reflects the Principal for the various DWSRF loans per the amortization schedules:

• SRF Loan #015 (2002 Mains)	– \$ 89,350
• SRF Loan #025 (2003 Mains)	– \$ 87,171
• SRF Loan #036 (2004 Mains)	– \$ 82,971
• SRF Loan #046 (Downtown Mains)	– \$ 80,947
• SRF Loan #051 (Meter Replacements)	– \$ 30,598
• SRF Loan #055 (2006 Mains)	– \$ 78,973
• SRF Loan #062 (Zone II–Phase II)	– \$ 60,561
• SRF Loan #089 (2.5% Area Wide Water)	– \$ 119,925
• SRF Loan #089 (0% Area Wide Water)	– \$ 6,608

- b) Interest Expense - \$118,118 – This reflects the interest expense for the various DWSRF loans per the amortization schedules:

• SRF Loan #015 (2002 Mains)	– \$ 6,870
• SRF Loan #025 (2003 Mains)	– \$ 9,049
• SRF Loan #036 (2004 Mains)	– \$ 13,250
• SRF Loan #046 (Downtown Mains)	– \$ 15,274
• SRF Loan #051(Meter Replacements)	– \$ 5,773
• SRF Loan #055(2006 Mains)	– \$ 17,248
• SRF Loan #062(Zone II–Phase II)	– \$ 13,227
• SRF Loan #089 (2.5% Area Wide Water)	– \$ 37,427
• SRF Loan #089 (0% Area Wide Water)	– \$ 0

Other Costs

- a) Bad Debt - \$7,000 – This amount is unchanged from the FY20 budget.
- b) Travel/Training – \$19,945 – This represents an increase of \$3,445 over the FY20 budget. The increase is due to merging Meter Services with Water Distribution.
- c) Insurance and Bonds - \$41,551 – This represents a decrease of \$503 from the FY20 budget. This number is provided by the City Finance Department.
- d) Dues and Subscriptions - \$5,600 – This represents an increase of \$700 over the FY20 budget and is due to increased fees.

Utility Expense

- a) Communication - \$24,472 – This represents an increase of \$6,472 over the FY20 budget. The increase is due to increased field data usage for GIS and from Meter Services merging with Water Distribution. This line includes telephone, internet, and GIS data.
- b) Refuse Collection - \$3,000 – This amount is unchanged from the FY20 budget.

Capital Revenue

- a) State Grants and Loans - \$750,000 – This reflects grant funding anticipated to be received for the CY Booster Station project in FY21. This project is getting underway now.
- b) System Development Charges - \$154,000 – This fee, charged to all new connections, is unchanged from the FY20 budget. The full amount budgeted may not be realized due to the current economic situation.
- c) Operating Transfers In - \$2,500,000 – This represents \$2,500,000 of 1%#16 monies. With the anticipated drop in Sales Tax Revenue, this figure could drop as well.

Capital – New Mr. Martin stated that if there is a decrease in Revenue, some of the following Capital Projects could be cut.

- a) Buildings - \$1,000,000 – This project is to put an addition on the existing Water Distribution Garage building or build a new building. The existing facility is 50 years old and undersized for the current operation, especially with relocating Meter Services to the Water Garage. Additionally, heavy equipment is currently stored outside rather than in a building.
- b) Improvements Other Than Buildings - \$116,500 – This includes the following:
 - Oversizing Reimbursements for Developers - \$85,000 – This is a best guess estimate for reimbursing Developers for installing oversized mains in accordance to the City's Water Master Plan. This line item is not used every year.
 - Tank Mixer - \$31,050 – This project will include the purchase and installation of one water storage tank mixer. This is an on-going project to improve water quality.
- c) Light Equipment - \$98,000 – This is for new water meters with automatic meter reading systems.
- d) Heavy Equipment – No expenditures are budgeted for FY21.
- e) Intangibles - \$75,000 – This expense is for water rights supply and analysis – continuing services by water rights consultant for water rights and supply issues.

- f) Technologies - \$2,500 – This expense is for two new field tablets for GIS use.

Council Liaison Bates asked if staff has determined which projects have a higher priority. Mr. Martin stated that they have as the City Manager requested that all Capital projects be prioritized. Council Liaison Bates stated that he was unsure if with the change in tax revenues if more projects would be cut.

Capital Replacement

- a) Buildings - \$25,000 – This is for roof replacements at two booster stations.
- b) Improvements Other Than Buildings - \$2,800,000 – This represents the following:
- Pavement - \$150,000 – Internal Public Utilities Water Main Replacement Program
 - Water Line Materials - \$100,000 – Internal Public Utilities Water Main Replacement Program
 - Miscellaneous Water Main Replacement Program - \$2,500,000 – Contracted Water Main Replacements.
 - Pumps & Control Valves - \$50,000 – Pump, valve, and meter replacements at various City booster stations.
- c) Light Equipment - \$41,000 – This represents:
- Signs and Barricade Replacements - \$4,000
 - Inventory Shelving - \$20,000
 - Walk Behind Concrete Saw - \$17,000
- d) Heavy Equipment \$280,000 – This is for the following equipment replacements:
- Tandem Axle Dump Truck - \$135,000
 - Flat Bed Dump Truck - \$55,000
 - Hydraulic Truck Replacement - \$90,000
- e) Technologies - \$39,350 – This includes the following:
- Computer Replacements - \$2,000
 - ERT's - \$31,500 (Electronic Meter Reading Devices)
 - IPads for Meter Services Use - \$5,850

Summary

Budgeted operating revenue for the Water Distribution Fund decreased by \$383,087 from the FY20 budget. The decrease is due to adjustments made in user fees, hydrant usage fees, meter sales and installations, and construction connections. FY21 Water

Distribution operations expenses are 0.9% above the FY20 budget. The increase is made up of slight increases across the budget with the majority being contributed to the Interdepartmental Charges and Bulk Water purchase.

Major capital projects for FY21 include the \$1 M building/addition at the Water Garage site, the \$2.5 M Miscellaneous Water Main Replacement Project, and \$0.28 M in Heavy Equipment Replacements. The Water Fund anticipates receiving \$2.5 M of 1%#16 funding each year for the next three years. This is an increase of \$1.5 M per year than the Water Fund has received in previous years.

The FY21 total budget indicates a deficit of approximately \$800,000. Subtracting out grant/loan funding anticipated to be received in FY21 (\$750,000) allocated to prior projects leaves a deficit of \$1.55 M. Close attention will need to be paid to cash flow projections, and capital projects may have to be adjusted accordingly. Based on the most recent rate model, Water Fund Reserves will be approximately \$9.6 M at the end of FY21. Minimum required reserves in the Water Fund per the CPU Minimum Fund Reserve Policy is \$6.6 M. Mr. Martin stated that reserve funds will be used on projects in order to spend them down.

Board Member Jay asked what the repercussions would be of not doing water main replacements due to the possibility of lower tax revenue. Mr. Martin stated that there would be more water main breaks in the system. Mr. Martin stated that the water distribution system mains would be prioritized for replacement.

Sewer Budget

Revenue

- a) User Fees - \$5,628,302 – This number is based on a five-year average of sewer sales adjusted for growth and rate increases. This figure incorporates the 6% rate increase granted by Council in January 2020 and a 6% rate increase for January 2021.
- b) Administrative Fees - \$215,789 – This fee (Sewer Collection Charges and Sewer Administration Charges), are calculated and allocated out to the Wholesale Wastewater System Customers per the Regional Wastewater System “Interagency Agreement.” These fees are expended out of the Wastewater Treatment Plant Fund and serve as Revenue for the Sewer Fund.

Personnel Services

- a) Personnel Costs - \$937,394 – This represents an increase of \$27,185 from the FY20 budget. This increase is the result of health insurance costs.

Materials and Supplies

- a) General Supplies and Materials - \$13,950 – This amount is unchanged from the FY20 budget. General Supplies and Materials includes the following:

- \$13,050 – Miscellaneous materials and supplies
 - \$ 900 – Vehicle Supplies
- b) Postage and Printing - \$1,000 – This amount is unchanged from the FY20 budget.
- c) Electricity - \$6,500 – This amount is unchanged from the FY20 budget.
- d) Natural Gas - \$250 – This is a \$10 increase from the FY20 budget.

Board Member English asked what runs on Natural Gas in the Sewer system. Mr. Martin stated there is a small generator the runs on Natural Gas.

- e) Gas/Fuel - \$20,000 – This amount is unchanged from the FY20 budget.
- f) Water and Sewer Line Materials - \$4,000 – This is a \$2,000 decrease from the FY20 budget. History shows that this line has been slightly over-budgeted.
- g) Lift Station Supplies - \$6,200 – This represents a \$2,000 increase from the FY20 budget.
- h) Maintenance/Repair - \$6,500 – This amount is unchanged from the FY20 budget.

Contractual Services

- a) Investment Services - \$11,608 – This is an increase of \$4,105 from the FY20 budget.
- b) Other Contractual - \$22,500 – This line item increased by \$2,500 from the FY20 budget due to increased software support charges. Other Contractual contains the following:
- \$1,500 – Other Contractual – Monies for yearly CCRs, yearly license fees, etc.
 - \$3,500 – Railroad Easements
 - \$1,800 – AVL Support Serv. – Charge for automated vehicle location
 - \$5,500 – Software Support – Sewer Model, Pipelogix, etc.
 - \$2,000 – Dispatch Services – Sewer Fund share of PSCC
 - \$4,000 – Locate Service – Charge for Locate Services (One-Call)
 - \$2,700 – Public Outreach – Budget for radio, brochure, press releases, etc.
 - \$1,500 – 33 Mile Flushing – Sewer System Flushing
- c) Interdepartmental Services - \$408,807 – The FY21 budget represents an increase of \$125,292 from the FY20 budget. This line item represents transfers to the General Fund for services such as Human Resources, Administrative Services (Billing & Collection), Information Technology, GIS Services, City Attorney Fees, Building & Grounds, Central Records, Central Garage, and City Administration Fees.

Mr. Martin stated that Interdepartmental Services increased in all Funds. Board Member Jay asked why the Interdepartmental Services increased so much. Mr. Martin stated that the Finance Department says that the General Fund budgets increased and was broken out to all departments. Mr. Martin stated that he requested a breakdown of the charges for this line item from the Finance Department.

- d) Laundry and Towel Service - \$3,100 – This represents an increase of \$100 over the FY20 budget.

Other Costs

- a) Bad Debt - \$2,500 – This amount is unchanged from the FY20 budget.
- b) Travel/Training - \$10,100 – This amount is unchanged from the FY20 budget.
- c) Insurance and Bonds - \$22,014 – This represents an increase of \$2,061 from the FY20 budget. This figure is provided by the City Finance Department.
- d) Dues and Subscriptions - \$1,045 – This amount is unchanged from the FY20 budget.
- e) Stormwater Operations & Education - \$16,000 – This is a decrease of \$6,000 from the FY20 budget. Past years expenses show that this line can be decreased and still meet contractual needs of the program.
- f) Stormwater Programs and Projects - \$20,000 – This is a decrease of \$21,000 from the FY20 budget. Past years expenses show that this line can be decreased and still meet the needs of the program.

Utility Expense

- a) Communication - \$5,000 – This represents an increase of \$1,000 over the FY20 budget. The increase is due to increased field data usage for GIS.
- b) Sewer Treatment - \$963,550 – This is an increase of \$226,765 from the FY20 Budget. This is the City's budgeted wholesale cost for sewer treatment services from the Regional Wastewater System. The budgeted expense is based upon the "Interagency Agreement" cost accounting formula.

Debt Service

- a) There is no debt service in the Sewer Fund.

Capital Revenue

- a) System Development Charges - \$40,000 – This fee, charged to all new connections, is \$1,277 less than the FY20 budget. This line is dependent upon the economy.

b) Transfers In - \$500,000 – This represents \$500,000 of 1%#16 monies.

Capital – New

a) Improvements Other Than Buildings - \$35,000 – This is a best guess estimate for reimbursing Developers for installing oversized mains in accordance to the City's Sewer Master Plan. This line item is not used every year.

Capital – Replacement

a) Improvements Other Than Buildings - \$720,000 – This includes the following:

- Manhole and Main Replacements - \$650,000 – Contracted Sewer Main Rehabilitation/Replacement.
- Izaak Walton Generator Replacement - \$70,000

b) Light Equipment - \$295,000 – This includes the following:

- CCTV Van and Equipment \$280,000 – This is to replace the existing van and the CCRV equipment that is inside.
- Vactor Equipment - \$15,500 – This is to replace vactor nozzles, hoses, and misc. vactor tools.

c) Technologies - \$27,300 – This includes the following:

- Computer Replacements - \$2,300
- Sewage Lift Station Communication Upgrade -\$25,000 – This is to upgrade five sewage lift stations to radio communication. As the lift stations are upgraded, communication costs decrease.

Summary

Budgeted operating revenue for the Sewer Fund decreased by \$280,783 from the FY20 budget. The decrease is due to adjustments made in the user fee calculation. FY21 Sewer Fund operations expenses are 5.5% above the FY20 budget. The increase is made up of slight increases across the budget with the majority being contributed to the Interdepartmental Charges and RWWS charges.

The major capital project expense in FY21 will be the \$650,000 Miscellaneous Sewer Main Rehabilitation/Replacement Project and the purchase of a new CCTV van and equipment. The Sewer Fund anticipates receiving \$500,000 of 1%#16 funds each year for the next three years.

The FY21 total Sewer Budget indicates a deficit of approximately \$1.0 M. Close attention will need to be paid to cash flow projections and capital projects may have to be adjusted accordingly. Based on the most recent rate model, Sewer Fund Reserves will be

approximately \$3.6 M at the end of FY21. Minimum required reserves in the Sewer Fund per the CPU Minimum Fund Reserve Policy is \$2.3 M. Mr. Martin stated that Reserves are being spent down.

President Bell asked when the last time the CCTV was replaced. Mr. Martin stated that the van is 20 years old, and the equipment is nine years old.

Board Member Jay stated that the sewer rate was increased 6%, and asked why Revenues are decreased. Mr. Martin stated that sewer usage is down, so we are not meeting Revenues. Board Member Jay asked what will be done due to the deficit. Mr. Martin stated that projects will be adjusted, and it was anticipated to spend down reserves.

Board Member Jay asked if the Sewer Rate will need to be increased this year. Mr. Martin stated that not at this time as the rates were set for two years.

Wastewater Treatment Plant Budget

Revenue

- a) Septic Tank/Commercial Sump Waste Charges - \$350,000 and \$120,000 – This represents a \$40,000 increase for Septic Tank Waste Charge revenue and status quo for Sump Waste Charge revenue. These projections have been made based on FY20 budget actuals. Mr. Martin stated that if the oil field shops are still closed, this revenue will decline.
- b) Intergovernmental User Charges - \$5,944,371 – This represents an increase of \$116,247 from the FY20 Budget. These revenues are budgeted for wholesale sewer usage of the Regional Wastewater System in accordance to the cost accounting formula in the “Interagency Agreement”. There are eleven wholesale customers of the Regional Wastewater System.

Personnel Services

- a) Personnel Costs - \$1,647,691 – This is an increase of \$201,791 from the FY20 Budget. The increase can be attributed to health insurance, social security, workers comp, and retirement costs. Additionally, a portion of the Public Utilities Manager and Administrative Technician salary now come directly out of this fund rather than through the Interdepartmental Charge.

Materials and Supplies

- a) General Supplies and Materials - \$138,500 –This amount is unchanged from the FY20 budget. General supplies and materials includes the following:
 - \$ 3,000 – Office Supplies
 - \$ 5,000 – Misc. Supplies
 - \$10,000 – Safety Equipment and Supplies

- \$ 8,500 – Lubricants
 - \$60,000 – Machinery Supplies
 - \$ 5,000 – Small Tools and Supplies
 - \$12,000 – Lab Supplies
 - \$35,000 – Other Structures/Building Supplies
- b) Postage and Printing - \$1,500 – This amount is unchanged from the FY20 budget.
- c) Electricity - \$350,000 – This amount is unchanged from the FY20 budget.
- d) Natural Gas - \$71,000 – This amount is unchanged from the FY20 budget.
- e) Gas/Fuel - \$16,000 – This amount is unchanged from the FY20 budget.
- f) Chemicals - \$348,000 – This represents a decrease of \$84,000 from the FY20 budget. This reduction is due to the better price on chemicals for the Chemical Feed Facility for the North Platte Sanitary Sewer (NPSS).

President Bell asked if this cost will decrease again when the NPSS Project is completed. Mr. Martin stated that it will not, as this project is to install a liner and repair damages to the NPSS. President Bell asked if the whole NPSS is lined if the chemical costs go away. Mr. Martin stated that it would, but that will not happen for 10 – 15 years.

- g) Lift Station Supplies - \$14,000 – This represents a \$6,000 decrease from the FY20 budget.

Contractual Services

- a) Professional Services - \$25,000 – This amount is unchanged from the FY20 budget. This line is for instrumentation repair.
- b) Investment Services - \$14,516 – This is an increase of \$3,792 from the FY20 budget.
- c) Maintenance Agreements - \$21,160 – This amount is unchanged from the FY20 budget. This line includes the following:
- \$4,560 – CMMS Software
 - \$2,400 – Operations Data Tracking Software
 - \$1,000 – Laser Alignment Tool Calibration
 - \$1,000 – Fire Sprinkler System Inspection
 - \$1,200 – Fire Extinguisher Inspection/Exchange
 - \$3,000 – HVAC Service
 - \$3,500 – Crane Inspections
 - \$1,500 – Copier Maintenance/Lease
 - \$1,000 – Lab Equipment Certification

- \$2,000 – Instrumentation - Contractual
- d) Other Contractual - \$39,500 – This amount is unchanged from the FY20 budget. Other Contractual contains the following:
- \$ 1,000 – Legal Services
 - \$30,000 – NCCD Funding Agreements
 - \$ 1,500 – Railroad Easements
 - \$ 4,000 – Other Misc. Contractual
 - \$ 3,000 – Public Outreach
- e) Interdepartmental Services - \$415,753 – The FY21 budget represents an increase of \$95,477 from the FY20 budget. This line item represents transfers to the General Fund for services such as Human Resources, Administrative Services (Billing & Collection), Information Technology, GIS Services, City Attorney Fees, Buildings & Structures, Central Records, Central Garage, and City Administration Fees.
- Board Member Jay stated that this is a 30% increase to this line item. Mr. Martin stated that a request has been made to the Finance Department for a breakdown on these charges.
- f) Laundry and Towel Service - \$8,000 – This amount is unchanged from the FY20 budget.
- g) Testing - \$30,000 – This amount is unchanged from the FY20 budget and is for DEQ/EPA lab testing requirements.

Other Costs

- a) Travel/Training - \$7,500 – This amount is unchanged from the FY20 budget.
- b) Insurance and Bonds - \$28,265 – This represents a decrease of \$981 from the FY20 budget.

Utility Expense

- a) Communication - \$28,800 – This amount is unchanged from the FY20 budget. This is for the remote lift stations with phone lines.

Debt Service

- a) Principal Payment - \$715,931 – This reflects the Principal amounts for four CWSRF loans per the amortization schedules.
- CWSRF Loan #27 (2008 WWTP Imp.) - \$552,810
 - CWSRF Loan #128 (Biosolids Turner) - \$ 13,737

- CWSRF Loan #127 (Phase I WWTP Imp) - \$ 90,802
- CWSRF Loan #127S (Emergency Power Supply) - \$ 58,582

b) Interest Expense - \$344,967 – This reflects the Interest expense for CWSRF loans per the amortization schedules.

- CWSRF Loan #27 (2008 WWTP Imp.) - \$120,735
- CWSRF Loan #128 (Biosolids Turner) - \$ 0
- CWSRF Loan #127 (Phase I WWTP Imp) - \$122,278
- CWSRF Loan #127S (Emergency Power Supply) - \$101,954

Board Member English stated that the interest amounts for Loans #127 and #127S are higher than the principal amounts. Mr. Martin stated that the interest amounts for these two loans includes the accumulated interest from the project that has to be paid when the loans go into repayment in order to receive the 25% loan forgiveness.

Mr. Martin stated that when the NPSS project is completed and the loan goes into repayment, the Principal Payment and Interest Expense line item totals will increase.

Capital Revenues

- a) State Loans - \$8,000,000 – This is the CWSRF Loan for the NPSS Rehabilitation.
- b) System Development Charges - \$190,000 – This amount is unchanged from the FY20 budget. Due to the current economic situation, this revenue amount may be lower.

Capital – New

- a) Intangibles - \$50,000 – Based on recommendations from the March 2019 Board meeting, this is a placeholder for potential projects brought forward by the Natrona County Conservation District. Mr. Martin stated that the City funded the NCCD \$35,000 base funding and \$50,000 capital funding for the last four years. Mr. Martin stated that the capital funding has ended. Mr. Martin stated that if the Board would like to remove this it can be based on the Board's recommendation. Mr. Martin stated that the idea was to leave \$50,000 in the budget in case the NCCD brought forth projects that the Board wished to participate in. Mr. Martin stated that the funding in FY20 will not be used. Mr. Martin stated that if it is the Board's consensus, this amount can be removed from the Budget. It was the consensus of the Board to remove the \$50,000 from the budget.

Capital – Replacement

- a) Buildings - \$80,000 – This is for the following:
- Lighting Renovations - \$10,000 – This will upgrade lighting fixtures in several areas of the facility.

- Security Improvements - \$30,000 – The installation of security enhancements for several City owned facilities including the WWTP took place in FY14. This will cover additional needs including secure doors to several of the buildings.
- Digester Control Building Roof Replacement - \$40,000 – The Digester Control Building roof has passed its useful life and will be replaced in FY21.

b) Improvements Other Than Buildings - \$1,985,000 – This includes:

- Sludge Grinder - \$10,000 – The WWTP has several sludge grinders used to shred sludge to make it easier to pump and not plug sludge lines.
- UV Disinfection Equipment - \$50,000 – The UV Disinfection System has been in operation since 2008. This line item will cover yearly bulb, bulb sleeve, electrical wiring, and mechanized bulb cleaner replacements. This unit is critical to the operations of the WWTP.
- Plant Valves and Piping - \$75,000 – This line item will cover the replacement of plug and gate valves throughout the WWTP as well as identified piping.
- Flow Meter Station Electrical/Telecommunication Improvements - \$10,000 – This would cover improvements at one meter station to be identified by priority.
- Strainer for PW2 Water System - \$50,000 – The existing strainer is 30 years old and worn out.
- Airport Lift Station No. 2 – Generator Replacement - \$90,000 – The existing emergency generator located at the Airport Lift Station is 32 years old and requires replacement.
- Primary Sludge Pump Replacement - \$15,000 – The three primary sludge pumps are utilized to pump primary sludge from the primary clarifiers to the gravity thickener. The existing piston pumps are 34 years old, are inefficient, and are requiring more frequent rebuilds.
- Aeration Basin Air Piping Recoating - \$70,000 – The existing coating system on the external piping is failing. This project is re-budgeted from FY20.
- HVAC System Replacements - \$150,000 – This is to replace HVAC units on the Dewatering Building.
- Grit System No. 2 Rehabilitation - \$90,000 – This project is to replace the grit pump, cyclone, classifier, and associated piping of Grit System No. 2.
- Sewage Lift Station Communication Upgrade - \$25,000 – This project is to upgrade five lift stations to radio communication.
- Centrifuge Sludge Feed Pump Rebuild - \$10,000
- RAS Room Piping Replacement - \$1,200,000 – This project is re-budgeted from FY20 and is to replace the piping in the RAS room.
- Gas Compressor #2 Replacement - \$10,000
- Turblex Blower Service - \$40,000 – Scheduled Manufacturer Service
- Centrifuge #1 Rehabilitation - \$90,000 – Rehab damaged centrifuge. This is a critical piece of equipment.

c) Light Equipment - \$179,000 – This is for the following:

- Unanticipated Equipment Replacements - \$125,000 – This is to replace critical equipment that fails unexpectedly during the year. This is an old Wastewater Treatment Plant where equipment will fail unexpectedly needing immediate replacement or renovation.
- Utility Cart Replacement - \$12,000
- Compost Aerator - \$30,000 – Skidsteer attachment for aerating the drying beds
- Roll-off Box Replacement - \$12,000

d) Technologies - \$10,000 – This is for computer replacements.

Summary

Budgeted operating revenue for the WWTP Fund increased by \$163,125 from the FY20 budget, but it may not be realized. The increase is due to user fee increases and an increase in Septic Waste Charges. FY21 WWTP fund operations expenses are 3.2% above the FY20 budget. The increase is made up of slight increases across the budget with the majority being contributed to Personnel and Interdepartmental Charges.

Major capital projects for FY21 include the RAS Room Piping Replacement Project and the Secondary Building Concrete Repairs.

The total FY21 WWTP Budget shows a surplus of approximately \$8.0 M. The budget is break-even after subtracting out grant/loan funding anticipated to be received in FY21 (\$8.0 M) allocated to prior year projects. Based on the most recent rate model, WWTP Fund Reserves will be approximately \$5.3 M at the end of FY21. The minimum required reserves per the CPU Minimum Fund Reserve Policy is \$3.9 M.

Vice President Jones stated that the Investment Fees broke out in each budget total \$56,000. Mr. Martin stated that figure is provided by the Finance Department.

Board Member Jay asked if there is a line item for revenue from investments. Mr. Martin stated that each Fund has a line item named Misc. Revenue Interest Earned.

Vice President Jones stated that the Interest Revenue is \$258,000 and the Investment Fee is \$56,000. President Bell asked if this is for investments and not interest earned. Mr. Martin stated that was correct. Vice President Jones stated that is a large investment fee. Mr. Jay stated that it is probably for conservative investments.

Council Liaison Bates left the meeting at 8:54 a.m.

A motion was made by Board Member Jay and seconded by Vice President Jones to conceptually approve the FY21 Budgets as presented. Motion passed.

8. In Other Business, Mr. Martin thanked the Board for their willingness to meet by video conference during the COVID-19 pandemic.

A motion was made by Vice President Jones and seconded by Board Member English to adjourn the meeting at 8:59 a.m. Motion passed.

Secretary

**CITY OF CASPER PUBLIC UTILITIES
CASPER, WYOMING
STATISTICAL REPORT
APRIL 2020**

	<u>THIS MONTH</u>	<u>LAST MONTH</u>	<u>YEAR AGO THIS MONTH</u>	<u>THIS FISCAL YEAR TO DATE</u>	<u>LAST FISCAL YEAR TO DATE</u>
TOTAL GALLONS PURCHASED	143,293,560	147,233,823	168,905,235	2,700,407,194	2,556,172,267
NEW SERVICES	12	7	8	86	87

** Billed to Casper by Central Wyoming
Regional Water System Joint Powers
Board starting October 1, 1997.*

PRECIPITATION (Inches)	1.28	0.96	1.28	9.62	9.06
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REPAIRS

	<u>THIS MONTH</u>	<u>LAST MONTH</u>	<u>YEAR AGO THIS MONTH</u>	<u>THIS FISCAL YEAR TO DATE</u>	<u>LAST FISCAL YEAR TO DATE</u>
WATER MAIN BREAKS	4	0	0	20	13
SERVICE LINE BREAKS	1	0	1	4	21
SEWER MAIN STOPPAGES	1	2	2	9	13

NUMBER OF ACTIVE ACCOUNTS

	<u>THIS MONTH</u>	<u>LAST MONTH</u>	<u>YEAR AGO THIS MONTH</u>
DOMESTIC (WATER & SEWER)	20,158	20,148	20,068
COMMERCIAL (WATER & SEWER)	1,738	1,738	1,731
OUTSIDE CITY (WATER RES)	500	500	519
OUTSIDE CITY (WATER-COMM)	134	134	135
IRRIGATION ONLY	281	281	281
TOTAL NUMBER OF ACCOUNTS	22,811	22,801	22,734

May 19, 2020

MEMO TO: Michael Bell, President
Members, Casper Public Utilities Advisory Board

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

SUBJECT: Authorizing a Contract for Outside-City Water Service with Arlo and Deborah See

Meeting Type & Date

CPU Advisory Board Meeting
May 27, 2020

Action Type

Approval

Recommendation

That the CPU Advisory Board authorize a Contract for Outside-City Water Service with Arlo and Deborah See.

Summary

This contract provides Outside-City water service for 3900 Squaw Creek Road, a parcel of land located west of Casper in the Squaw Creek Area. The property will obtain water service by connecting to the new 12-inch West Casper Zone II water main located adjacent to the property.

This property is not contiguous to the Casper City limits and a Commitment to Annex has been signed as it is within Casper's growth boundary.

This agreement will be presented to the Casper City Council at an upcoming regular Council Meeting.

Financial Considerations

No financial considerations

Oversight/Project Responsibility

Bruce Martin, Public Utilities Manager

Attachments

Agreement
Commitment to Annex

CONTRACT FOR OUTSIDE-CITY WATER SERVICE

THIS AGREEMENT is made, dated, and signed this _____ day of _____, 2020, by and between the City of Casper, Wyoming, a municipal corporation, 200 North David Street, Casper, Wyoming 82601, hereinafter referred to as “City”, and Arlo B. See and Deborah K. See, 3900 Squaw Creek Road, Casper, Wyoming 82604; hereinafter referred to as “Owner.”

RECITALS

- A. Owner is the owner of certain land as described in Exhibit “A” being the S/2 of Lot 35 of the Swingle Ranch Tracts, being located in the NW1/4 of the SE1/4 of Section 24, Township 33 North, Range 80 West of the 6th P.M., in Natrona County, Wyoming, with an address of 3900 Squaw Creek Road, Casper Wyoming 82604, which is not within the corporate limits of the City of Casper; and,
- B. Owner desires to obtain water service from City for such property as described in Exhibit “A”; and,
- C. Owner can connect by a service line into the 12-inch water main located in Squaw Creek Road; and,
- D. Owner and City have agreed to such outside-city water service under the terms and conditions of this Agreement.

NOW THEREFORE, it is hereby agreed among the parties as follows:

1. Service

- a. The property served shall be limited to that described in Exhibit “A.” No other properties shall be served without the express permission of the City Council of the City of Casper.
- b. Owner shall be allotted one (1), water service connection and meter to the property shown on Exhibit “A.” No other properties may be served from this connection.
- c. The Owner shall install one, ¾-inch or 1-inch water service line from the building to be served to the curb box or meter pit at the property line at the Owner’s sole cost and expense. The water service line curb box shall be installed approximately ten (10) feet from the transmission line.
- d. The Owner shall be responsible for obtaining easements from other property owners for the water service line as needed at its sole cost and expense.

2. Right of Inspection

- a. The City shall have the right to inspect all water system construction. All water system construction must meet City requirements. Before connection of the water services to any building, all work must be accepted and approved by the City.
- b. The curb box for the water service line shall be protected during the subsequent course of developing the property from damage, and the Owner shall be wholly responsible for the repair and replacement to the City's satisfaction of such that are damaged or destroyed. If the Owner shall fail or refuse to promptly repair or replace such boxes as required, the City may do so and charge the Owner directly for said cost. The Owner shall adjust said valve and curb boxes to finished grade.

3. Charges for Service

- a. All meter pits, vaults, and water meters, as required by the City's staff, shall be obtained and installed by and at the Owner's sole cost and expense according to the rules and regulations of the City. The meter pit or vault shall remain the property of the Owner and be located on the property lines.
- b. Owner will pay to the City the then-current outside-City system investment charge for each connection (lot) to be served with water. The Owner shall also pay to the Central Wyoming Regional Water System Joint Powers Board, the then-current Regional Water System investment charge for each connection to be served with water. Payment will be made prior to actual receipt of water service provided by the City.
- c. The charge for water service provided shall be at the City's existing rate as the same shall apply from time to time for all retail outside-City water service, until such time as said property is annexed into the City of Casper. After annexation, the rates will be the existing rates for retail inside-City water service.

4. Regulation

- a. Water service to be provided shall be only to the extent provided for herein and to the extent that said water service is available and above that which is necessary to satisfy the needs of the incorporated area of the City of Casper. In times of drought, extreme demand, or facility failure, water service may not be available.
- b. Owner shall make the necessary provisions so that each building to be served shall have a pressure reducing valve limiting pressure to a maximum of 60 psi, and shall encourage all residents to adhere to the following water saving device recommendations: toilets with a maximum flush of 3 1/3 gallons; aerators which provide for a maximum flow of 1 gpm on all bathroom sinks; and water saving shower heads to limit flow to maximum 3.0 gpm.

- c. The Owner agrees to abide by the rules and regulations of the City regarding the use of its water and sewer facilities, all relevant ordinances of the City of Casper relating to water and sewer service; all other state and federal laws, rules, and regulations including, but not limited to, all provisions of the Federal Pretreatment Regulations (40CFR, Part 403), and all City ordinances relating to industrial pretreatment.

5. Fire Flows

- a. The Owner agrees that fire flow capabilities to his properties are impractical at this time. The Owner, by signing this agreement, understands that there are certain risks that Owner and Owner's property may be subject to by not having fire flow capabilities. The Owner is willing to assume these risks and irrevocably, fully and forever releases and discharges the City of Casper, the City Council, and its mayor, the Casper Public Utilities Board, and all their officers, employees, agents, managers, and contractors from all negligence, claims, demands, liabilities, causes of action, or damages of any kind relating to any harm, personal injury, wrongful death, property damage, or debt suffered resulting from lack of fire flow to Owner's property.
- b. The terms of this release in this Agreement are contractual and not a mere recital. If the property is owned or leased by the Owner, and anyone else as husband and wife, tenants in common, partnership, corporation, or any other legal entity other than an individual, Owner hereby states and certifies that the Owner is authorized by such individual or other entity to bind such individual or entity to this release. This release shall be binding upon the Owner's personal representatives, heirs, successors, and/or assigns. The Owner acknowledges by execution of this release that Owner fully understands these provisions and fully and voluntarily enters into them. This release shall not affect any immunities of the City of Casper pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 et seq., as amended.

6. Construction Term

The Owner shall be allowed two (2) years from the time of consummation of this Agreement to complete the water service line construction and necessary improvements. Should the construction not be completed within this time period, this Agreement shall automatically become null and void.

7. Annexation

- a. The Owner hereby agrees to annex its property to the City upon the request of the City Council, or upon a property owner's petition for the annexation thereof. The Owner and its mortgagee(s) shall execute a commitment to annex its property to the City of Casper on a form acceptable to the City of Casper. The commitment to annex form shall be executed concurrently with this agreement. It shall provide

that the commitment to annex shall be binding upon the Owner and its mortgagee(s), their heirs, successors, and assigns forever, and shall be included in every sale, conveyance or mortgage involving the above-described property. It shall further run with and bind the real property described and set forth in Exhibit "A." This Agreement shall terminate, and be null and void between the parties, and the City shall have the right to terminate all services provided under this Agreement if the Owner fails to annex its property to the City within one (1) year after being requested to do so by the City Council, or within one (1) year after the City Council's approval of a property owner's petition for the annexation thereof.

- b. Upon annexation and thereafter, Outside Property Owners shall dedicate all rights of way and easements deemed necessary to the City, all in a form acceptable to the City and meeting Casper Municipal Code requirements.
- c. Upon annexation and thereafter, Outside Property Owners, at their sole cost and expense, shall plat any unplatted property in accordance with requirements set forth in the Casper Municipal Code.
- d. Upon annexation and thereafter, Outside Property Owners shall agree to waive any statutory right to oppose City zoning requirements or designations as set forth in the Casper Municipal Code.

8. Future Improvements

- a. The Owner agrees to participate in future water system, sewer system, street improvements, sidewalk improvements, street lighting improvements, and other needed municipal improvements in the area at the request of the City Council of Casper. The participation may be with the City of Casper, an Improvement and Service District, a Water and Sewer District, or a private developer.
- b. Future design and construction costs include, but are not limited to, planning, design, construction, land acquisition, financing, and legal.
- c. The Owner agrees to and hereby waives any statutory right to protest the commitment to participate in future water system, sewer system, street, sidewalk, street lighting, or other needed municipal system improvements. The Owner further agrees to and hereby waives any statutory right to protest the creation of a Local Assessment District, an Improvement and Service District, or a Water and Sewer District established for the purpose of street, sidewalk, street lighting, or other needed municipal improvements which would encompass his property.
- d. This commitment to participate in future water system, sewer system, street, sidewalk, street lighting, or other municipal improvement design and construction shall be included in every sale, conveyance, or mortgage involving the above described property and shall be binding upon the current owners and mortgagees,

and all heirs, successors in interest and assigns. This commitment shall be binding upon and run with the land set forth herein.

- e. Needed water and sewer main extensions/improvements including, but not limited to, planning, design, land acquisition, and construction are the responsibility of the Outside Property Owner. Water and sewer main extensions must extend to and through the property. Water and sewer service lines must not extend in rights of way beyond the property line without approval of the City Engineer. Outside Property Owners are responsible for the costs associated with the extensions/improvements.

9. Discontinuance of Utility Services/Remedies

- a. A utility service provided under this Agreement may be discontinued in accordance with Casper Municipal Code Section 13.03.070, or for any material breach of this Agreement by the Owner.
- b. The remedies in this section are in addition to any other remedies in this Agreement, or which the City may otherwise have at law or equity, and are not a limitation on the same. The Owner further agrees to pay all reasonable attorneys' fees, court costs, and litigation costs if the City must enforce the provisions of this Agreement in a court of law.

10. General Provisions

- a. Successors, Assigns and Recording: The terms and conditions of this Agreement shall be binding upon the parties hereto, and shall inure to the benefit of all parties hereto and their respective heirs, successors, assigns, and grantees and shall bind and run with the real property and set forth in Exhibit "A" attached hereto, and shall be recorded in the Natrona County real estate records by the City at the Owner's sole cost and expense. The Owner shall not assign this Agreement or otherwise sub-contract its duties and responsibilities as set forth in this Agreement without the prior written consent of the City.
- b. Wyoming Governmental Claims Act: The City does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statute Sections 1-39-101, et seq. The City specifically reserves the right to assert any and all immunities, rights, and defenses it may have pursuant to the Wyoming Governmental Claims Act.
- c. Governing Law and Venue: This Agreement, its interpretation and enforcement shall be governed and construed in accordance with the laws of the State of Wyoming. Any litigation regarding this Agreement shall be resolved in a court of competent jurisdiction situated in Natrona County, Wyoming.

- d. Complete Agreement: This Agreement shall constitute the entire understanding and agreement of the parties, and supersedes any prior negotiations, discussions or understandings.
- e. Amendment: No amendment or modification of the terms of this Agreement shall be valid or enforceable unless made in writing and executed by all parties hereto.
- f. Waiver: Failure on the part of either party to enforce any provision of this Agreement, or the waiver thereof, in any instance, shall not be construed as a general waiver or relinquishment on its part of any such provision, but the same shall nevertheless be and remain in full force and effect.
- g. No Third Party Beneficiary Rights: The parties to this Agreement do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to this Agreement, and shall inure solely to the benefit of the parties to this Agreement. The parties to this Agreement intend and expressly agree that only parties signatory to this Agreement shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.
- h. Severability: If any term of this Agreement is to any extent illegal, otherwise invalid, or incapable of being enforced, such term shall be excluded to the extent of such invalidity or unenforceability; all other terms hereof shall remain in full force and effect; and, to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term. If application of this Severability provision should materially and adversely affect the economic substance of the transactions contemplated hereby, the Party adversely impacted shall be entitled to compensation for such adverse impact, provided the reason for the invalidity or unenforceability of a term is not due to the misconduct by the Party seeking such compensation.
- i. Notices: Notices required or permitted to be given by a Party to the others must be in writing and either delivered in person or sent to the address shown below (or such subsequent address as may be designated by either party in writing) by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt:

Owner Info
Arlo B. and Deborah K. See
3900 Squaw Creek Road
Casper, Wyoming 82604

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

- j. Headings: The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation thereof.
- k. Survival: All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with this Agreement, as well as all continuing obligations indicated in this Agreement, will survive final payment, completion and acceptance of the services and termination or completion of the Agreement.
- l. Copies: This Agreement may be executed in more than one copy, each copy of which shall serve as an original for all purposes, but all copies shall constitute but one and the same Agreement.
- m. Authority: Each individual executing this Agreement for and on behalf of their principals hereby state that they have the requisite power and authority to enter into this Agreement and to consummate the transactions contemplated and intended hereby. Owner further states that it is authorized to transact business in the State of Wyoming, properly registered and not delinquent with the Secretary of State.

[The rest of this page is intentionally left blank.]

EXECUTED the day and year first above written.

APPROVED AS TO FORM:

Walter Tremel

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation:

Fleur Tremel
City Clerk

Steven K. Freel
Mayor

OWNER:

OWNER:

Arlo B. See

Deborah K. See

The undersigned mortgagee for Arlo B. and Deborah K. See hereby agrees to, consents, and ratifies this agreement.

Date

MORTGAGEE

By: _____

Printed Name: _____

Title: _____

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me this _____ day of _____, 2020,
by Arlo B. See.

(seal)

NOTARY PUBLIC

My commission expires: _____

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me this _____ day of _____, 2020,
by Deborah K. See.

(seal)

NOTARY PUBLIC

My commission expires: _____

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me this _____ day of _____, 2020, by
_____ as _____
of _____ the Mortgagee.

(seal)

NOTARY PUBLIC

My commission expires: _____

[illegible]

This instrument was acknowledged before me this _____ day of _____, 2020,
by Steven K. Freel as the Mayor of City of Casper, Wyoming, a Wyoming municipal
corporation.

(seal)

NOTARY PUBLIC

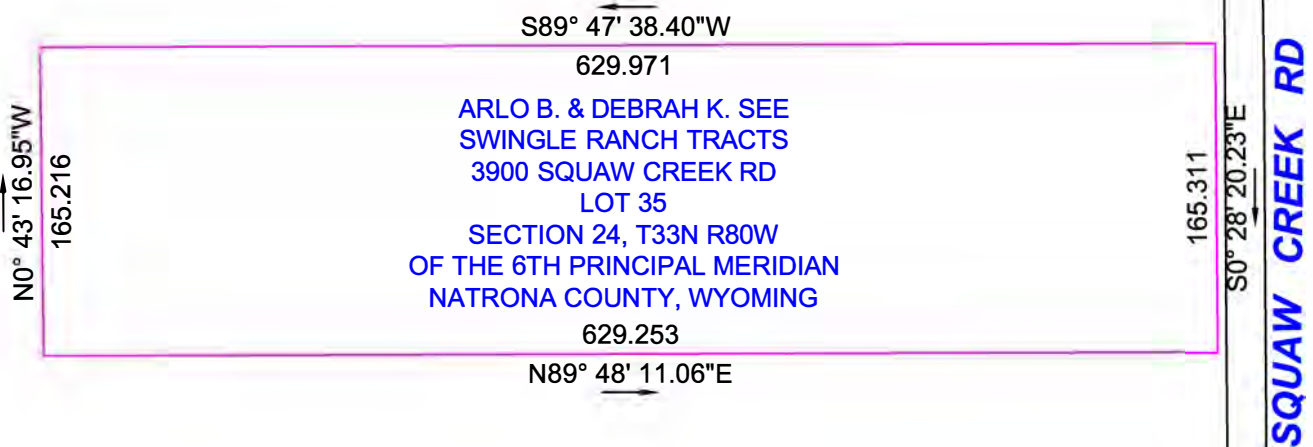
My commission expires: _____



VICINITY MAP
NOT TO SCALE

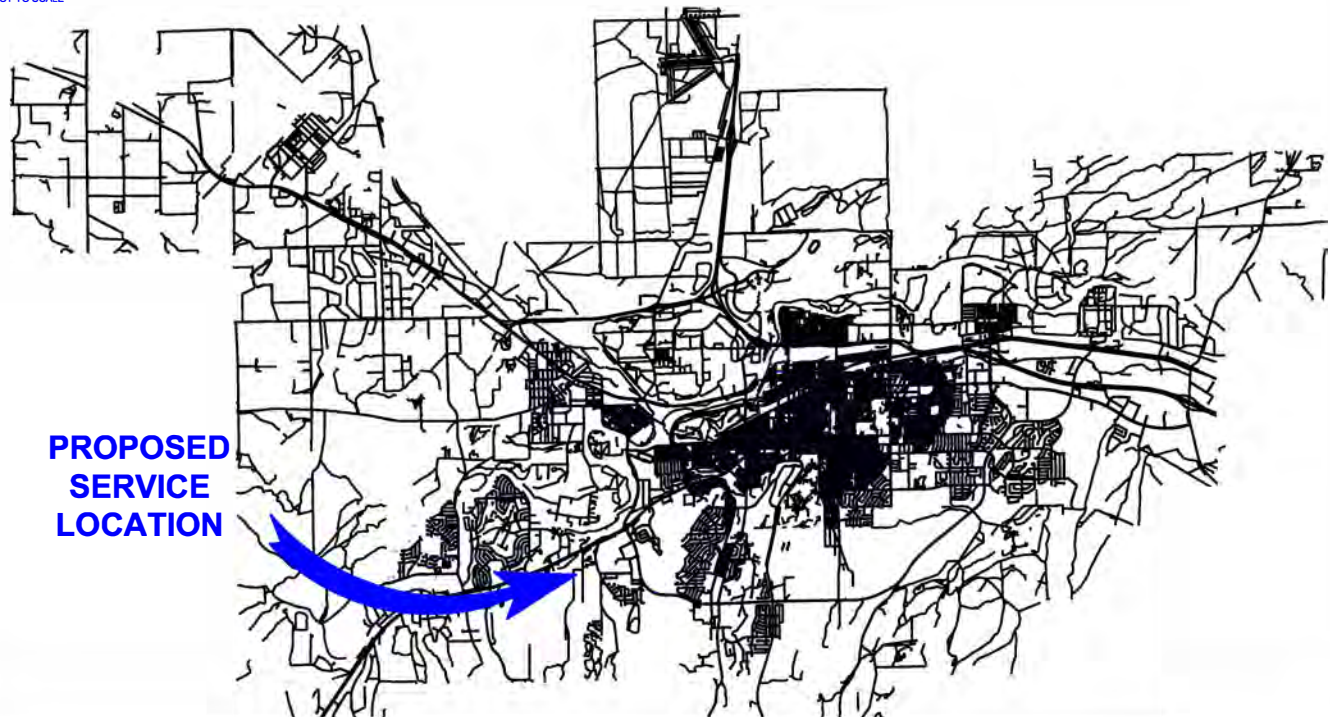
LOCATION MAP EXHIBIT "A"

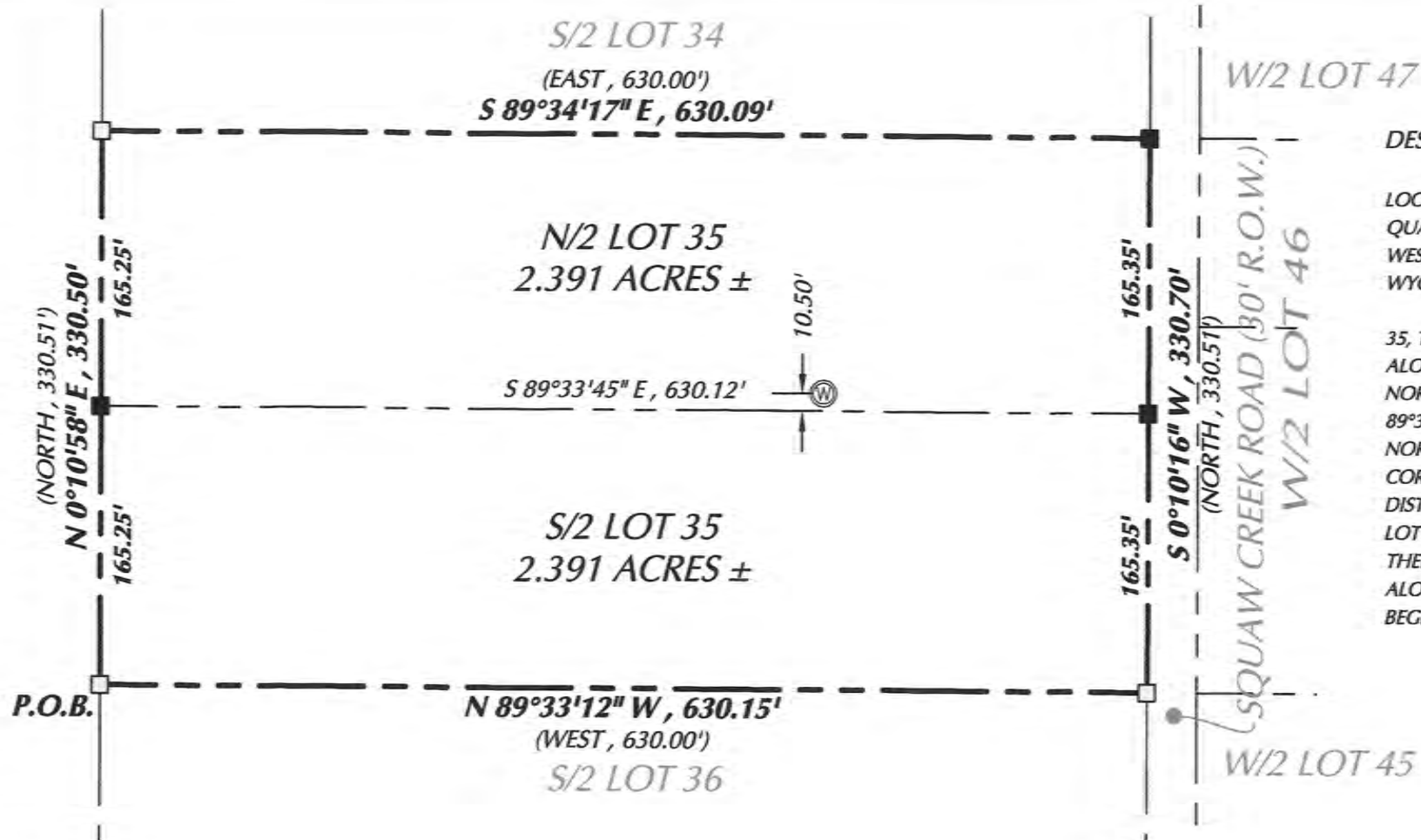
Arlo B. & Deborah K. See
Outside-City Water Contract
Exhibit "A" Page 1 of 2



VICINITY MAP
NOT TO SCALE

VICINITY MAP



**DESCRIPTION:**

ALL OF LOT 35 OF SWINGLE RANCH TRACTS, BEING LOCATED IN THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 33 NORTH, RANGE 80 WEST OF THE SIXTH PRINCIPLE MERIDIAN, NATRONA COUNTY, WYOMING BEING DESCRIBED AS FOLLOWS:

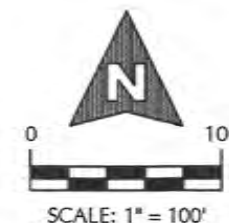
BEGINNING AT THE SOUTHWESTERLY CORNER OF SAID LOT 35, THENCE NORTH $0^{\circ}10'58''$ EAST A DISTANCE OF 330.50 FEET ALONG THE WESTERLY LINE OF SAID LOT 35 TO THE NORTHWESTERLY CORNER OF SAID LOT 35, THENCE SOUTH $89^{\circ}34'17''$ EAST A DISTANCE OF 630.09 FEET ALONG THE NORTHERLY LINE OF SAID LOT 35 TO THE NORTHEASTERLY CORNER OF SAID LOT 35, THENCE SOUTH $0^{\circ}10'16''$ WEST A DISTANCE OF 330.70 FEET ALONG THE EASTERLY LINE OF SAID LOT 35 TO THE SOUTHEASTERLY CORNER OF SAID LOT 35, THENCE NORTH $89^{\circ}33'12''$ WEST A DISTANCE OF 630.15 FEET ALONG THE SOUTHERLY LINE OF SAID LOT 35 TO THE POINT OF BEGINNING, CONTAINING 4.782 ACRES MORE OR LESS.

NOTES:

- 1) BASIS OF BEARING IS AN ASSUMED BEARING OF $S 0^{\circ}10'16'' W$ ON THE EASTERLY LINE OF LOT 35 OF SWINGLE RANCH TRACTS, NATRONA COUNTY, WYOMING.
- 2) THIS PLAT WAS PREPARED FOR DEBBIE SEE, THE OWNER AND PROPRIETOR OF LOT 35, SWINGLE RANCH TRACT, NATRONA COUNTY, WYOMING.

SURVEYOR'S CERTIFICATE:

I, DANIEL A. SIEK, A REGISTERED LAND SURVEYOR IN THE STATE OF WYOMING, DO HEREBY CERTIFY THAT THIS PLAT WAS MADE FROM NOTES TAKEN DURING AN ACTUAL SURVEY MADE BY ME IN THE MONTH OF JUNE, 2013 AND THAT THIS PLAT IS AN ACCURATE REPRESENTATION THEREOF.



Arlo B. & Deborah K. See
Outside-City Water Contract
Exhibit "A" Page 2 of 2

RECORD OF SURVEY
LOT 35, SWINGLE RANCH TRACTS
6TH P.M., NATRONA COUNTY, WYOMING

Drawn By: BLZ
Checked By: DAS
Date Surveyed:
06/27/2013
Rev. Date:
NONE
Job No.:
41-13
SHEET:
RECORD OF SURVEY

Prepared by Siek Surveying Service
600 E. 29th St. / Casper, WY
PH: (307)266-6829 / FAX: (307)472-4502

May 19, 2020

MEMO TO: Michael Bell, President
Members, Casper Public Utilities Advisory Board

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

SUBJECT: Authorizing a Contract for Outside-City Water Service with Gilbert and Jannette Van Patten

Meeting Type & Date

CPU Advisory Board Meeting
May 27, 2020

Action Type

Approval

Recommendation

That the CPU Advisory Board authorize a Contract for Outside-City Water Service with Gilbert and Jannette Van Patten.

Summary

This contract provides Outside-City water service for 4171 Squaw Creek Road, a parcel of land located west of Casper in the Squaw Creek Area. The property will obtain water service by connecting to the new 12-inch West Casper Zone II water main located adjacent to the property.

This property is not contiguous to the Casper City limits and a Commitment to Annex has been signed as it is within Casper's growth boundary.

This agreement will be presented to the Casper City Council at an upcoming regular Council Meeting.

Financial Considerations

No financial considerations

Oversight/Project Responsibility

Bruce Martin, Public Utilities Manager

Attachments

Agreement
Commitment to Annex

CONTRACT FOR OUTSIDE-CITY WATER SERVICE

THIS AGREEMENT is made, dated, and signed this _____ day of _____, 2020, by and between the City of Casper, Wyoming, a municipal corporation, 200 North David Street, Casper, Wyoming 82601, hereinafter referred to as “City”, and Gilbert Van Patten and Jannette Van Patten, 4171 Squaw Creek Road, Casper, Wyoming 82604; hereinafter referred to as “Owner.”

RECITALS

- A. Owner is the owner of certain land as described in Exhibit “A” being the W1/2 of Lot 43 of the Swingle Ranch Tracts, being located in the NW1/4 of the SE1/4 of Section 24, Township 33 North, Range 80 West of the 6th P.M., in Natrona County, Wyoming, with an address of 4171 Squaw Creek Road, Casper Wyoming 82604, which is not within the corporate limits of the City of Casper; and,
- B. Owner desires to obtain water service from City for such property as described in Exhibit “A”; and,
- C. Owner can connect by a service line into the 12-inch water main located in Squaw Creek Road; and,
- D. Owner and City have agreed to such outside-city water service under the terms and conditions of this Agreement.

NOW THEREFORE, it is hereby agreed among the parties as follows:

- 1. Service
 - a. The property served shall be limited to that described in Exhibit “A.” No other properties shall be served without the express permission of the City Council of the City of Casper.
 - b. Owner shall be allotted one (1), water service connection and meter to the property shown on Exhibit “A.” No other properties may be served from this connection.
 - c. The Owner shall install one, ¾-inch or 1-inch water service line from the building to be served to the curb box or meter pit at the property line at the Owner’s sole cost and expense. The water service line curb box shall be installed approximately ten (10) feet from the transmission line.
 - d. The Owner shall be responsible for obtaining easements from other property owners for the water service line as needed at its sole cost and expense.

2. Right of Inspection

- a. The City shall have the right to inspect all water system construction. All water system construction must meet City requirements. Before connection of the water services to any building, all work must be accepted and approved by the City.
- b. The curb box for the water service line shall be protected during the subsequent course of developing the property from damage, and the Owner shall be wholly responsible for the repair and replacement to the City's satisfaction of such that are damaged or destroyed. If the Owner shall fail or refuse to promptly repair or replace such boxes as required, the City may do so and charge the Owner directly for said cost. The Owner shall adjust said valve and curb boxes to finished grade.

3. Charges for Service

- a. All meter pits, vaults, and water meters, as required by the City's staff, shall be obtained and installed by and at the Owner's sole cost and expense according to the rules and regulations of the City. The meter pit or vault shall remain the property of the Owner and be located on the property lines.
- b. Owner will pay to the City the then-current outside-City system investment charge for each connection (lot) to be served with water. The Owner shall also pay to the Central Wyoming Regional Water System Joint Powers Board, the then-current Regional Water System investment charge for each connection to be served with water. Payment will be made prior to actual receipt of water service provided by the City.
- c. The charge for water service provided shall be at the City's existing rate as the same shall apply from time to time for all retail outside-City water service, until such time as said property is annexed into the City of Casper. After annexation, the rates will be the existing rates for retail inside-City water service.

4. Regulation

- a. Water service to be provided shall be only to the extent provided for herein and to the extent that said water service is available and above that which is necessary to satisfy the needs of the incorporated area of the City of Casper. In times of drought, extreme demand, or facility failure, water service may not be available.
- b. Owner shall make the necessary provisions so that each building to be served shall have a pressure reducing valve limiting pressure to a maximum of 60 psi, and shall encourage all residents to adhere to the following water saving device recommendations: toilets with a maximum flush of 3 1/3 gallons; aerators which provide for a maximum flow of 1 gpm on all bathroom sinks; and water saving shower heads to limit flow to maximum 3.0 gpm.

- c. The Owner agrees to abide by the rules and regulations of the City regarding the use of its water and sewer facilities, all relevant ordinances of the City of Casper relating to water and sewer service; all other state and federal laws, rules, and regulations including, but not limited to, all provisions of the Federal Pretreatment Regulations (40CFR, Part 403), and all City ordinances relating to industrial pretreatment.

5. Fire Flows

- a. The Owner agrees that fire flow capabilities to his properties are impractical at this time. The Owner, by signing this agreement, understands that there are certain risks that Owner and Owner's property may be subject to by not having fire flow capabilities. The Owner is willing to assume these risks and irrevocably, fully and forever releases and discharges the City of Casper, the City Council, and its mayor, the Casper Public Utilities Board, and all their officers, employees, agents, managers, and contractors from all negligence, claims, demands, liabilities, causes of action, or damages of any kind relating to any harm, personal injury, wrongful death, property damage, or debt suffered resulting from lack of fire flow to Owner's property.
- b. The terms of this release in this Agreement are contractual and not a mere recital. If the property is owned or leased by the Owner, and anyone else as husband and wife, tenants in common, partnership, corporation, or any other legal entity other than an individual, Owner hereby states and certifies that the Owner is authorized by such individual or other entity to bind such individual or entity to this release. This release shall be binding upon the Owner's personal representatives, heirs, successors, and/or assigns. The Owner acknowledges by execution of this release that Owner fully understands these provisions and fully and voluntarily enters into them. This release shall not affect any immunities of the City of Casper pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 et seq., as amended.

6. Construction Term

The Owner shall be allowed two (2) years from the time of consummation of this Agreement to complete the water service line construction and necessary improvements. Should the construction not be completed within this time period, this Agreement shall automatically become null and void.

7. Annexation

- a. The Owner hereby agrees to annex its property to the City upon the request of the City Council, or upon a property owner's petition for the annexation thereof. The Owner and its mortgagee(s) shall execute a commitment to annex its property to the City of Casper on a form acceptable to the City of Casper. The commitment

to annex form shall be executed concurrently with this agreement. It shall provide that the commitment to annex shall be binding upon the Owner and its mortgagee(s), their heirs, successors, and assigns forever, and shall be included in every sale, conveyance or mortgage involving the above-described property. It shall further run with and bind the real property described and set forth in Exhibit "A." This Agreement shall terminate, and be null and void between the parties, and the City shall have the right to terminate all services provided under this Agreement if the Owner fails to annex its property to the City within one (1) year after being requested to do so by the City Council, or within one (1) year after the City Council's approval of a property owner's petition for the annexation thereof.

- b. Upon annexation and thereafter, Outside Property Owners shall dedicate all rights of way and easements deemed necessary to the City, all in a form acceptable to the City and meeting Casper Municipal Code requirements.
- c. Upon annexation and thereafter, Outside Property Owners, at their sole cost and expense, shall plat any unplatted property in accordance with requirements set forth in the Casper Municipal Code.
- d. Upon annexation and thereafter, Outside Property Owners shall agree to waive any statutory right to oppose City zoning requirements or designations as set forth in the Casper Municipal Code.

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- a. The Owner agrees to participate in future water system, sewer system, street improvements, sidewalk improvements, street lighting improvements, and other needed municipal improvements in the area at the request of the City Council of Casper. The participation may be with the City of Casper, an Improvement and Service District, a Water and Sewer District, or a private developer.
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and all heirs, successors in interest and assigns. This commitment shall be binding upon and run with the land set forth herein.

- e. Needed water and sewer main extensions/improvements including, but not limited to, planning, design, land acquisition, and construction are the responsibility of the Outside Property Owner. Water and sewer main extensions must extend to and through the property. Water and sewer service lines must not extend in rights of way beyond the property line without approval of the City Engineer. Outside Property Owners are responsible for the costs associated with the extensions/improvements.

9. Discontinuance of Utility Services/Remedies

- a. A utility service provided under this Agreement may be discontinued in accordance with Casper Municipal Code Section 13.03.070, or for any material breach of this Agreement by the Owner.
- b. The remedies in this section are in addition to any other remedies in this Agreement, or which the City may otherwise have at law or equity, and are not a limitation on the same. The Owner further agrees to pay all reasonable attorneys' fees, court costs, and litigation costs if the City must enforce the provisions of this Agreement in a court of law.

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- a. Successors, Assigns and Recording: The terms and conditions of this Agreement shall be binding upon the parties hereto, and shall inure to the benefit of all parties hereto and their respective heirs, successors, assigns, and grantees and shall bind and run with the real property and set forth in Exhibit "A" attached hereto, and shall be recorded in the Natrona County real estate records by the City at the Owner's sole cost and expense. The Owner shall not assign this Agreement or otherwise sub-contract its duties and responsibilities as set forth in this Agreement without the prior written consent of the City.
- b. Wyoming Governmental Claims Act: The City does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statute Sections 1-39-101, et seq. The City specifically reserves the right to assert any and all immunities, rights, and defenses it may have pursuant to the Wyoming Governmental Claims Act.
- c. Governing Law and Venue: This Agreement, its interpretation and enforcement shall be governed and construed in accordance with the laws of the State of Wyoming. Any litigation regarding this Agreement shall be resolved in a court of competent jurisdiction situated in Natrona County, Wyoming.

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- e. Amendment: No amendment or modification of the terms of this Agreement shall be valid or enforceable unless made in writing and executed by all parties hereto.
- f. Waiver: Failure on the part of either party to enforce any provision of this Agreement, or the waiver thereof, in any instance, shall not be construed as a general waiver or relinquishment on its part of any such provision, but the same shall nevertheless be and remain in full force and effect.
- g. No Third Party Beneficiary Rights: The parties to this Agreement do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to this Agreement, and shall inure solely to the benefit of the parties to this Agreement. The parties to this Agreement intend and expressly agree that only parties signatory to this Agreement shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.
- h. Severability: If any term of this Agreement is to any extent illegal, otherwise invalid, or incapable of being enforced, such term shall be excluded to the extent of such invalidity or unenforceability; all other terms hereof shall remain in full force and effect; and, to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term. If application of this Severability provision should materially and adversely affect the economic substance of the transactions contemplated hereby, the Party adversely impacted shall be entitled to compensation for such adverse impact, provided the reason for the invalidity or unenforceability of a term is not due to the misconduct by the Party seeking such compensation.
- i. Notices: Notices required or permitted to be given by a Party to the others must be in writing and either delivered in person or sent to the address shown below (or such subsequent address as may be designated by either party in writing) by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt:

Owner Info
Gilbert and Jannette Van Patten
4171 Squaw Creek Road
Casper, Wyoming 82604

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

- j. Headings: The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation thereof.
- k. Survival: All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with this Agreement, as well as all continuing obligations indicated in this Agreement, will survive final payment, completion and acceptance of the services and termination or completion of the Agreement.
- l. Copies: This Agreement may be executed in more than one copy, each copy of which shall serve as an original for all purposes, but all copies shall constitute but one and the same Agreement.
- m. Authority: Each individual executing this Agreement for and on behalf of their principals hereby state that they have the requisite power and authority to enter into this Agreement and to consummate the transactions contemplated and intended hereby. Owner further states that it is authorized to transact business in the State of Wyoming, properly registered and not delinquent with the Secretary of State.

[The rest of this page is intentionally left blank.]

EXECUTED the day and year first above written.

APPROVED AS TO FORM:

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation:

Fleur Tremel
City Clerk

Steven K. Freel
Mayor

OWNER:

OWNER:

Gilbert Van Patten

Jannette Van Patten

The undersigned mortgagee for Gilbert and Jannette Van Patten hereby agrees to, consents, and ratifies this agreement.

Date

MORTGAGEE

By: _____

Printed Name: _____

Title: _____

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me this _____ day of _____, 2020,
by Gilbert Van Patten.

(seal)

NOTARY PUBLIC

My commission expires: _____

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me this _____ day of _____, 2020,
by Jannette Van Patten.

(seal)

NOTARY PUBLIC

My commission expires: _____

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me this _____ day of _____, 2020, by
_____ as _____
of _____ the Mortgagee.

(seal)

NOTARY PUBLIC

My commission expires: _____

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

 This instrument was acknowledged before me this _____ day of _____, 2020,
by Steven K. Freel as the Mayor of City of Casper, Wyoming, a Wyoming municipal
corporation.

(seal)

NOTARY PUBLIC

My commission expires: _____



VICINITY MAP
NOT TO SCALE

LOCATION MAP EXHIBIT "A"

Gilbert & Jannette Van Patten
Outside-City Water Contract
Exhibit "A" Page 1 of 2



SQUAW CREEK RD

N0° 12' 57.96"W

380.962

N88° 57' 32.61"E

316.511

GILBERT VAN PATTEN AND
JANNETTE VAN PATTEN
4171 SQUAW CREEK RD
SWINGLE RANCH TRACTS
LOT 43 W $\frac{1}{2}$ OF SECTION 24,
T33N R80W
OF THE 6TH PRINCIPAL
MERIDIAN NATRONA COUNTY,
WYOMING

381.719

S0° 24' 23.83"W

312.353

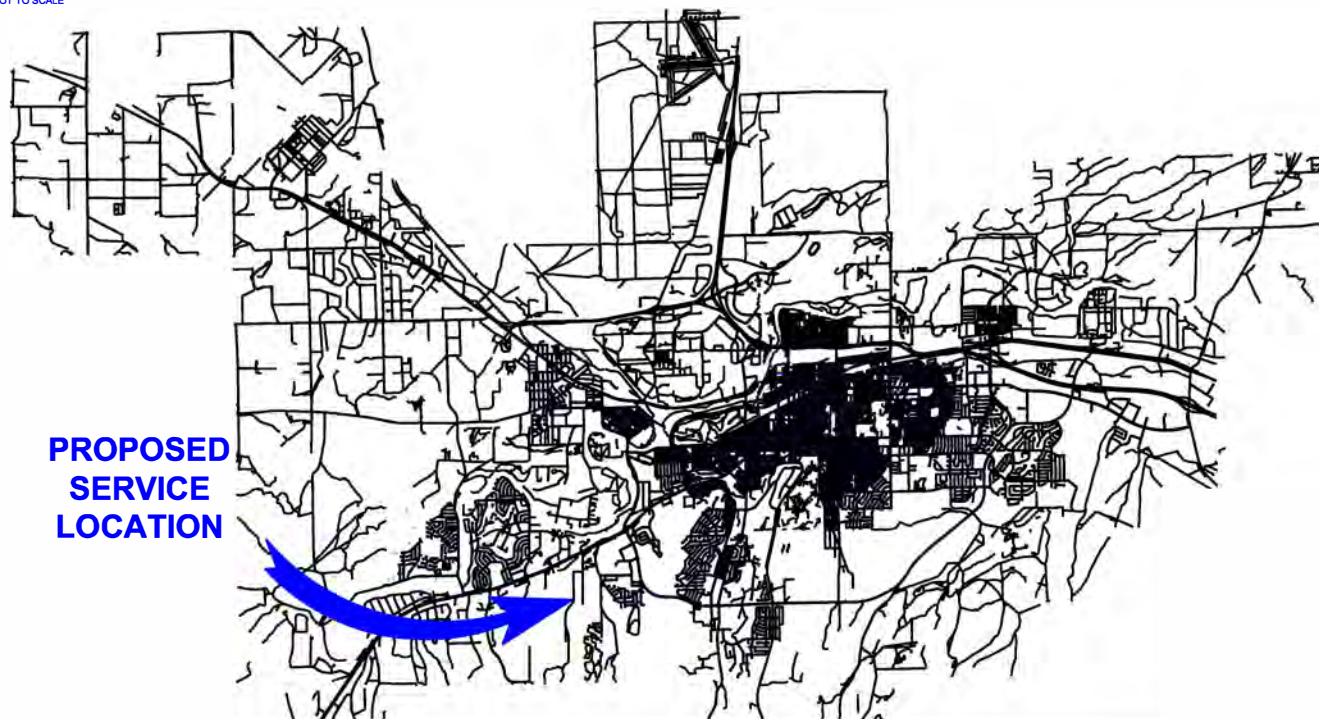
S89° 04' 58.06"W



VICINITY MAP
NOT TO SCALE

VICINITY MAP

**PROPOSED
SERVICE
LOCATION**





IRON MAIDEN®

U.S.A. DESIGN PATENT 4139248-1979

CANADIAN PATENT 10655729-1979

1977

RD

IRON MAIDEN® SYSTEMS

HOUSTON, TEXAS, U.S.A.

SWINGLE RANCH TRACTS

Packet 12

Folder 5

SWINGLE RANCH TRACTS

This is to certify that Charles H. Swingle and Eva Swingle, husband and wife are the sole owners and proprietors of the South One Half (S ½) of Section Twenty-four (24) Township Thirty-three (33) North, Range Eighty (80) West of the Sixth (6th) Principal Meridian in Natrona County, Wyoming, and that the above and foregoing sub-division of the said land as appears on this plat is with the free consent and in accordance with the desires of the undersigned owners and proprietors; that this plat is supplemental to and amendatory of the original plat and dedication of the same subdivision as the same appears of record in Book 33 of Deeds at Page 191 records of Natrona County, Wyoming, and is made and filed for the purpose of correcting technical errors in said original plat and dedication; that said undersigned owners and proprietors hereby waive and release any and all rights in and to said above lands under and by virtue of the Homestead Exemption laws of the State of Wyoming, and that the streets and alleys as shown hereon are hereby dedicated to the Public use.

Witness:
CBlogner

Charles H. Swingle
Eva Swingle

The State of Wyoming, } ss.
County of Natrona.

On this 17th day of May A.D. 1923, before me personally appeared Charles H. Swingle and Eva Swingle, husband and wife, to me known to be the persons described in and who executed the above and foregoing instrument and acknowledged that they signed, sealed and delivered the same as their free act and deed, for the uses and purposes therein set forth, including the release and waiver of the right of homestead, the said wife having been by me fully apprised of her right and the effect of signing and acknowledging the said instrument.

Given under my hand and Notarial Seal this 17th day of May A.D. 1923.

CBlogner
Notary Public

My commission expires June 19th, 1923

The State of Wyoming, } ss.
County of Natrona.

Albert M. Zuill of Casper, Wyoming, of lawful age and first duly sworn according to Law, on his oath says; that he is a licensed engineer in the State of Wyoming; that he made a survey of the South one-half (S ½) of Section twenty four (24) Township thirty three (33) North, Range eighty (80) West of the sixth (6th) Principal Meridian in Natrona County, Wyoming, at the request of Charles H. Swingle and Eva Swingle, husband and wife, owners and proprietors of the land; that they subdivided said land into Tracts and Streets as shown by the Plat to which this certificate is attached and of which it forms a part and that said Plat is a true and correct representation of said survey.

Subscribed in my presence and sworn to before me this 17th day of May A.D. 1923.
My commission expires June 19th, 1923.

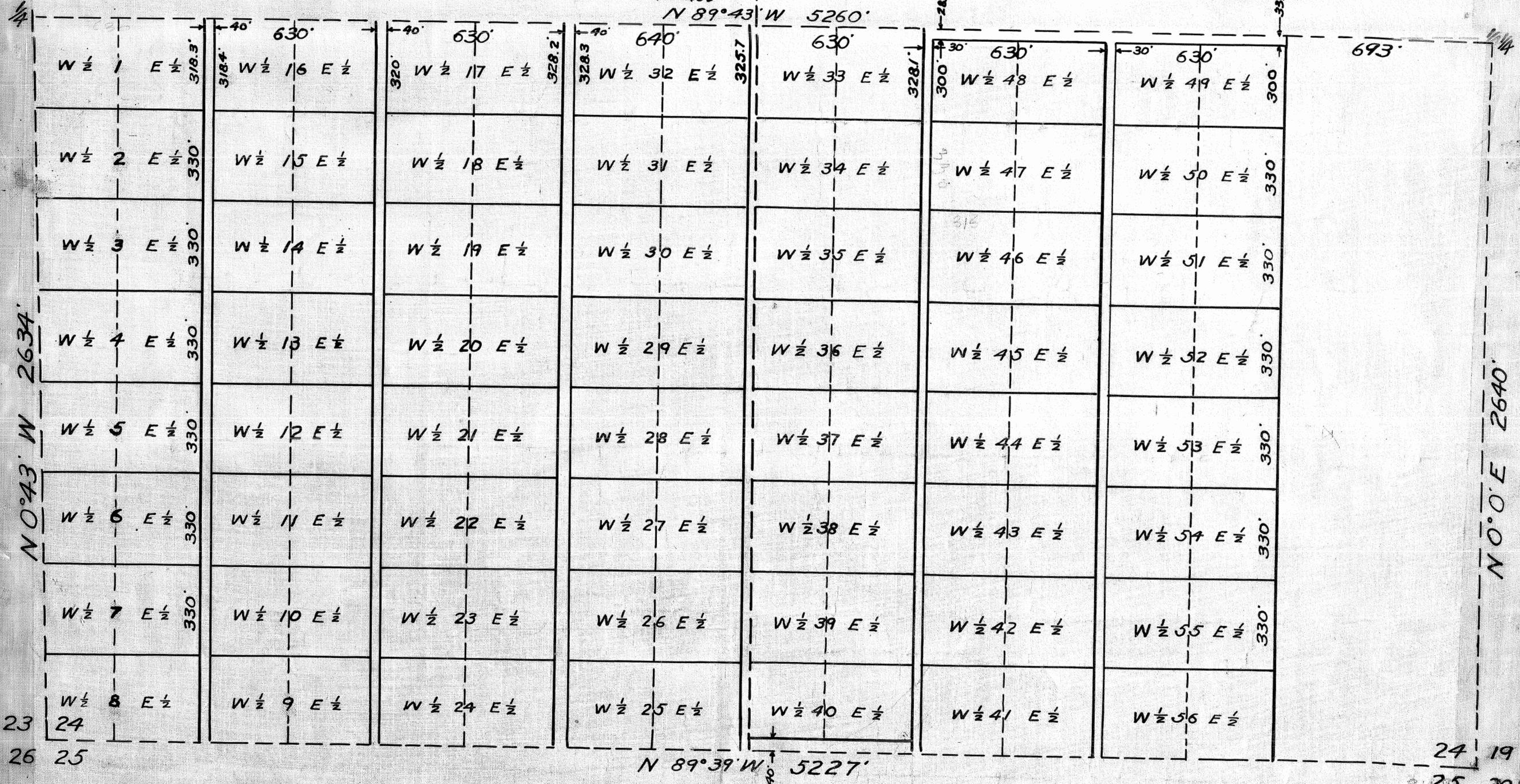
Albert M. Zuill
Surveyor.
CBlogner
Notary Public.

SUBDIVISION

SOUTH ½ SECTION 24, T. 33 N., R. 80 W.

OF
6TH PRINCIPAL MERIDIAN.

SCALE: 1" = 400'



May 19, 2020

MEMO TO: Michael Bell, President
Members, Casper Public Utilities Advisory Board

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

SUBJECT: Authorizing a Contract for Outside-City Water Service with Roger and Sheryl Garling

Meeting Type & Date

CPU Advisory Board Meeting
May 27, 2020

Action Type

Approval

Recommendation

That the CPU Advisory Board authorize a Contract for Outside-City Water Service with Roger and Sheryl Garling.

Summary

This contract provides Outside-City water service for 4495 Squaw Creek Road, a parcel of land located west of Casper in the Squaw Creek Area. The property will obtain water service by connecting to the new 12-inch West Casper Zone II water main located in Squaw Creek Road. The property is located approximately 1,600 feet south of the water main. The Natrona County Board of Commissioners have authorized a License to the Owners for installation of the water service line in the Squaw Creek Road Right of Way. A curb stop and meter pit will be located near the water main with City ownership and responsibility ending at the curb stop. The Owners will furnish, install, own, and maintain the meter pit and water service line from the curb stop to the residence.

This property is not contiguous to the Casper City limits and a Commitment to Annex has been signed as it is within Casper's growth boundary.

This agreement will be presented to the Casper City Council at an upcoming regular Council Meeting.

Financial Considerations

No financial considerations

Oversight/Project Responsibility

Bruce Martin, Public Utilities Manager

Roger A. & Sheryl Garling
Contract for Outside-City Water Service

Attachments

Agreement

Commitment to Annex

CONTRACT FOR OUTSIDE-CITY WATER SERVICE

THIS AGREEMENT is made, dated, and signed this _____ day of _____, 2020, by and between the City of Casper, Wyoming, a municipal corporation, 200 North David Street, Casper, Wyoming 82601, hereinafter referred to as "City", and Roger A. Garling and Sheryl Garling, 4495 Squaw Creek Road, Casper, Wyoming 82604; hereinafter referred to as "Owner."

RECITALS

- A. Owner is the owner of certain land as described in Exhibit "A" being a tract of land, located in the NW1/4 of the NE1/4 of Section 25, Township 33 North, Range 80 West of the 6th P.M., in Natrona County, Wyoming, with an address of 4495 Squaw Creek Road, Casper Wyoming 82604, which is not within the corporate limits of the City of Casper; and,
- B. Owner desires to obtain water service from City for such property as described in Exhibit "A"; and,
- C. Owner can connect by a service line into the 12-inch water main located in Squaw Creek Road; and,
- D. Owner has obtained License 29-20-08, attached as Exhibit "B", from Natrona County Board of Commissioners authorizing the water service to be placed in the Squaw Creek Road right of way; and,
- E. Owner and City have agreed to such outside-city water service under the terms and conditions of this Agreement.

NOW THEREFORE, it is hereby agreed among the parties as follows:

1. Service

- a. The property served shall be limited to that described in Exhibit "A." No other properties shall be served without the express permission of the City Council of the City of Casper.
- b. Owner shall be allotted one (1), water service connection and meter to the property shown on Exhibit "A." No other properties may be served from this connection.
- c. The water service line curb box shall be installed approximately ten (10) feet from the transmission line located in Squaw Creek Road. A meter pit and water meter shall be installed by Owner immediately downstream of the curb box.

The City shall own, operate, and maintain the individual 1-inch service line to the curb stop. The Owner shall own, operate, and maintain the meter pit.

The Owner shall, at Owner's sole cost and expense, install a 1½ or 2-inch water service line from the meter pit to the Owner's property.

The Owner shall own, operate and maintain the 1½-inch or 2-inch water service line beyond the curb box located on Squaw Creek Road.

- d. The Owner shall be responsible for obtaining easements from other property owners for the water service line as needed at its sole cost and expense.

2. Right of Inspection

- a. The City shall have the right to inspect all water system construction. All water system construction must meet City requirements. Before connection of the water services to any building, all work must be accepted and approved by the City.
- b. The curb box for the water service line shall be protected during the subsequent course of developing the property from damage, and the Owner shall be wholly responsible for the repair and replacement to the City's satisfaction of such that are damaged or destroyed. If the Owner shall fail or refuse to promptly repair or replace such boxes as required, the City may do so and charge the Owner directly for said cost. The Owner shall adjust said valve and curb boxes to finished grade.

3. Charges for Service

- a. All meter pits, vaults, and water meters, as required by the City's staff, shall be obtained and installed by and at the Owner's sole cost and expense according to the rules and regulations of the City. The meter pit or vault shall remain the property of the Owner and be located on the property lines or within the water line easement.
- b. Owner will pay to the City the then-current outside-City system investment charge for each connection (lot) to be served with water. The Owner shall also pay to the Central Wyoming Regional Water System Joint Powers Board, the then-current Regional Water System investment charge for each connection to be served with water. Payment will be made prior to actual receipt of water service provided by the City.
- c. The charge for water service provided shall be at the City's existing rate as the same shall apply from time to time for all retail outside-City water service, until such time as said property is annexed into the City of Casper. After annexation, the rates will be the existing rates for retail inside-City water service.

4. Regulation

- a. Water service to be provided shall be only to the extent provided for herein and to the extent that said water service is available and above that which is necessary to

satisfy the needs of the incorporated area of the City of Casper. In times of drought, extreme demand, or facility failure, water service may not be available.

- b. Owner shall make the necessary provisions so that each building to be served shall have a pressure reducing valve limiting pressure to a maximum of 60 psi, and shall encourage all residents to adhere to the following water saving device recommendations: toilets with a maximum flush of 3 1/3 gallons; aerators which provide for a maximum flow of 1 gpm on all bathroom sinks; and water saving shower heads to limit flow to maximum 3.0 gpm.
- c. The Owner agrees to abide by the rules and regulations of the City regarding the use of its water and sewer facilities, all relevant ordinances of the City of Casper relating to water and sewer service; all other state and federal laws, rules, and regulations including, but not limited to, all provisions of the Federal Pretreatment Regulations (40CFR, Part 403), and all City ordinances relating to industrial pretreatment.

5. Fire Flows

- a. The Owner agrees that fire flow capabilities to his properties are impractical at this time. The Owner, by signing this agreement, understands that there are certain risks that Owner and Owner's property may be subject to by not having fire flow capabilities. The Owner is willing to assume these risks and irrevocably, fully and forever releases and discharges the City of Casper, the City Council, and its mayor, the Casper Public Utilities Board, and all their officers, employees, agents, managers, and contractors from all negligence, claims, demands, liabilities, causes of action, or damages of any kind relating to any harm, personal injury, wrongful death, property damage, or debt suffered resulting from lack of fire flow to Owner's property.
- b. The terms of this release in this Agreement are contractual and not a mere recital. If the property is owned or leased by the Owner, and anyone else as husband and wife, tenants in common, partnership, corporation, or any other legal entity other than an individual, Owner hereby states and certifies that the Owner is authorized by such individual or other entity to bind such individual or entity to this release. This release shall be binding upon the Owner's personal representatives, heirs, successors, and/or assigns. The Owner acknowledges by execution of this release that Owner fully understands these provisions and fully and voluntarily enters into them. This release shall not affect any immunities of the City of Casper pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 et seq., as amended.

6. Construction Term

The Owner shall be allowed two (2) years from the time of consummation of this Agreement to complete the water service line construction and necessary

improvements. Should the construction not be completed within this time period, this Agreement shall automatically become null and void.

7. Annexation

- a. The Owner hereby agrees to annex its property to the City upon the request of the City Council, or upon a property owner's petition for the annexation thereof. The Owner and its mortgagee(s) shall execute a commitment to annex its property to the City of Casper on a form acceptable to the City of Casper. The commitment to annex form shall be executed concurrently with this agreement. It shall provide that the commitment to annex shall be binding upon the Owner and its mortgagee(s), their heirs, successors, and assigns forever, and shall be included in every sale, conveyance or mortgage involving the above-described property. It shall further run with and bind the real property described and set forth in Exhibit "A." This Agreement shall terminate, and be null and void between the parties, and the City shall have the right to terminate all services provided under this Agreement if the Owner fails to annex its property to the City within one (1) year after being requested to do so by the City Council, or within one (1) year after the City Council's approval of a property owner's petition for the annexation thereof.
- b. Upon annexation and thereafter, Outside Property Owners shall dedicate all rights of way and easements deemed necessary to the City, all in a form acceptable to the City and meeting Casper Municipal Code requirements.
- c. Upon annexation and thereafter, Outside Property Owners, at their sole cost and expense, shall plat any unplatted property in accordance with requirements set forth in the Casper Municipal Code.
- d. Upon annexation and thereafter, Outside Property Owners shall agree to waive any statutory right to oppose City zoning requirements or designations as set forth in the Casper Municipal Code.

8. Future Improvements

- a. The Owner agrees to participate in future water system, sewer system, street improvements, sidewalk improvements, street lighting improvements, and other needed municipal improvements in the area at the request of the City Council of Casper. The participation may be with the City of Casper, an Improvement and Service District, a Water and Sewer District, or a private developer.
- b. Future design and construction costs include, but are not limited to, planning, design, construction, land acquisition, financing, and legal.
- c. The Owner agrees to and hereby waives any statutory right to protest the commitment to participate in future water system, sewer system, street, sidewalk, street lighting, or other needed municipal system improvements. The Owner

further agrees to and hereby waives any statutory right to protest the creation of a Local Assessment District, an Improvement and Service District, or a Water and Sewer District established for the purpose of street, sidewalk, street lighting, or other needed municipal improvements which would encompass his property.

- d. This commitment to participate in future water system, sewer system, street, sidewalk, street lighting, or other municipal improvement design and construction shall be included in every sale, conveyance, or mortgage involving the above described property and shall be binding upon the current owners and mortgagees, and all heirs, successors in interest and assigns. This commitment shall be binding upon and run with the land set forth herein.
- e. Needed water and sewer main extensions/improvements including, but not limited to, planning, design, land acquisition, and construction are the responsibility of the Outside Property Owner. Water and sewer main extensions must extend to and through the property. Water and sewer service lines must not extend in rights of way beyond the property line without approval of the City Engineer. Outside Property Owners are responsible for the costs associated with the extensions/improvements.

9. Discontinuance of Utility Services/Remedies

- a. A utility service provided under this Agreement may be discontinued in accordance with Casper Municipal Code Section 13.03.070, or for any material breach of this Agreement by the Owner.
- b. The remedies in this section are in addition to any other remedies in this Agreement, or which the City may otherwise have at law or equity, and are not a limitation on the same. The Owner further agrees to pay all reasonable attorneys' fees, court costs, and litigation costs if the City must enforce the provisions of this Agreement in a court of law.

10. General Provisions

- a. Successors, Assigns and Recording: The terms and conditions of this Agreement shall be binding upon the parties hereto, and shall inure to the benefit of all parties hereto and their respective heirs, successors, assigns, and grantees and shall bind and run with the real property and set forth in Exhibit "A" attached hereto, and shall be recorded in the Natrona County real estate records by the City at the Owner's sole cost and expense. The Owner shall not assign this Agreement or otherwise sub-contract its duties and responsibilities as set forth in this Agreement without the prior written consent of the City.
- b. Wyoming Governmental Claims Act: The City does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statute Sections 1-39-101, et seq. The City specifically reserves the right to assert

any and all immunities, rights, and defenses it may have pursuant to the Wyoming Governmental Claims Act.

- c. Governing Law and Venue: This Agreement, its interpretation and enforcement shall be governed and construed in accordance with the laws of the State of Wyoming. Any litigation regarding this Agreement shall be resolved in a court of competent jurisdiction situated in Natrona County, Wyoming.
- d. Complete Agreement: This Agreement shall constitute the entire understanding and agreement of the parties, and supersedes any prior negotiations, discussions or understandings.
- e. Amendment: No amendment or modification of the terms of this Agreement shall be valid or enforceable unless made in writing and executed by all parties hereto.
- f. Waiver: Failure on the part of either party to enforce any provision of this Agreement, or the waiver thereof, in any instance, shall not be construed as a general waiver or relinquishment on its part of any such provision, but the same shall nevertheless be and remain in full force and effect.
- g. No Third Party Beneficiary Rights: The parties to this Agreement do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to this Agreement, and shall inure solely to the benefit of the parties to this Agreement. The parties to this Agreement intend and expressly agree that only parties signatory to this Agreement shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.
- h. Severability: If any term of this Agreement is to any extent illegal, otherwise invalid, or incapable of being enforced, such term shall be excluded to the extent of such invalidity or unenforceability; all other terms hereof shall remain in full force and effect; and, to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term. If application of this Severability provision should materially and adversely affect the economic substance of the transactions contemplated hereby, the Party adversely impacted shall be entitled to compensation for such adverse impact, provided the reason for the invalidity or unenforceability of a term is not due to the misconduct by the Party seeking such compensation.
- i. Notices: Notices required or permitted to be given by a Party to the others must be in writing and either delivered in person or sent to the address shown below (or such subsequent address as may be designated by either party in writing) by

certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt:

Owner Info
Roger A. and Sheryl Garling
4495 Squaw Creek Road
Casper, Wyoming 82604

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

- j. Headings: The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation thereof.
- k. Survival: All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with this Agreement, as well as all continuing obligations indicated in this Agreement, will survive final payment, completion and acceptance of the services and termination or completion of the Agreement.
- l. Copies: This Agreement may be executed in more than one copy, each copy of which shall serve as an original for all purposes, but all copies shall constitute but one and the same Agreement.
- m. Authority: Each individual executing this Agreement for and on behalf of their principals hereby state that they have the requisite power and authority to enter into this Agreement and to consummate the transactions contemplated and intended hereby. Owner further states that it is authorized to transact business in the State of Wyoming, properly registered and not delinquent with the Secretary of State.

[The rest of this page is intentionally left blank.]

EXECUTED the day and year first above written.

APPROVED AS TO FORM:

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation:

Fleur Tremel
City Clerk

Steven K. Freel
Mayor

OWNER:

OWNER:

Roger A. Garling

Sheryl Garling

The undersigned mortgagee for Roger A. and Sheryl Garling hereby agrees to, consents, and ratifies this agreement.

Date

MORTGAGEE

By: _____

Printed Name: _____

Title: _____

[illegible]

This instrument was acknowledged before me this ____ day of _____, 2020,
by Roger A. Garling.

(seal)

NOTARY PUBLIC

My commission expires: _____

[illegible]

This instrument was acknowledged before me this _____ day of _____, 2020,
by Sheryl Garling.

(seal)

NOTARY PUBLIC

My commission expires: _____

[illegible]

This instrument was acknowledged before me this _____ day of _____, 2020, by _____ as _____ of _____ the Mortgagee.

(seal)

NOTARY PUBLIC

My commission expires:

[illegible]

This instrument was acknowledged before me this _____ day of _____, 2020,
by Steven K. Freel as the Mayor of City of Casper, Wyoming, a Wyoming municipal
corporation.

(seal)

NOTARY PUBLIC

My commission expires: _____



VICINITY MAP
NOT TO SCALE

LOCATION MAP EXHIBIT "A"



SQUAW CREEK RD

N9° 21' 17.88"E
223.008

S89° 51' 55.43"E
399.064

**ROGER GARLING
4495 SQUAW CREEK RD
NW1/4 NE1/4 OF
SECTION 25, T33N R80W
OF THE 6TH PRINCIPAL MERIDIAN
NATRONA COUNTY, WYOMING**

408.199
N89° 34' 01.96"W

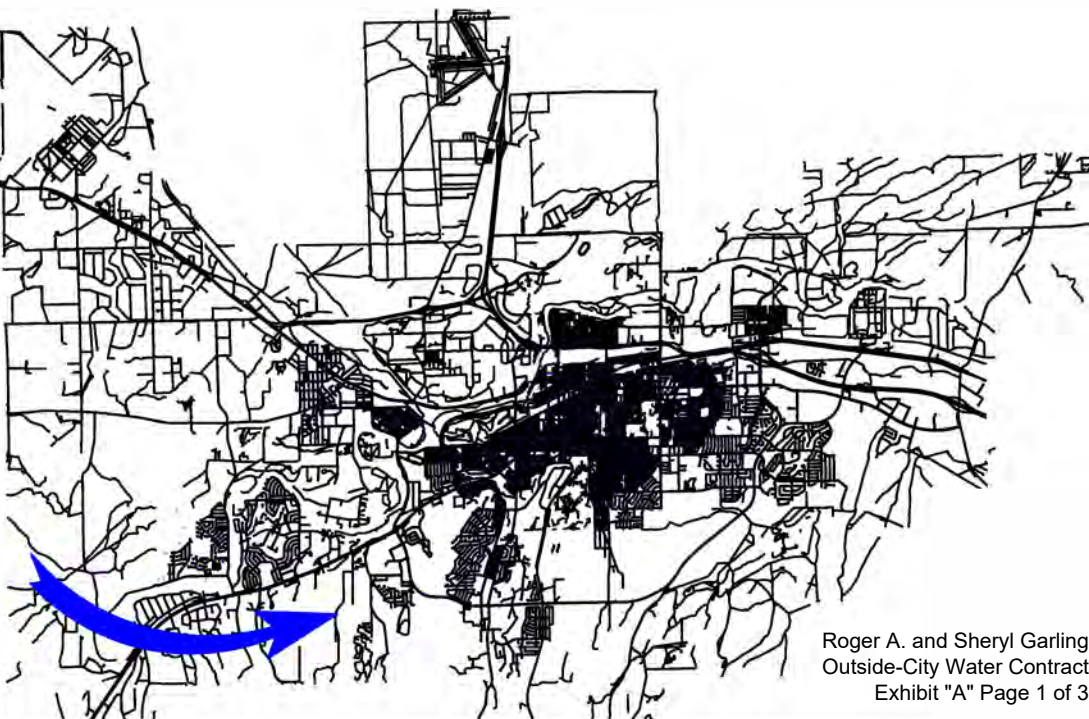
223.837
S6° 57' 37.14"W



VICINITY MAP
NOT TO SCALE

VICINITY MAP

**PROPOSED
SERVICE
LOCATION**



Roger A. and Sheryl Garling
Outside-City Water Contract
Exhibit "A" Page 1 of 3

EXHIBIT "A"

A TRACT OF LAND IN THE NW $\frac{1}{4}$ NE $\frac{1}{4}$ SECTION 25, TOWNSHIP 33 NORTH, RANGE 80 WEST OF THE 6TH P.M., NATRONA COUNTY, WYOMING, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWESTERLY CORNER OF SAID NW $\frac{1}{4}$ NE $\frac{1}{4}$ SECTION 25; THENCE ALONG THE NORTHERLY LINE OF SAID NW $\frac{1}{4}$ NE $\frac{1}{4}$ SECTION 25, S. 89°43' E., 231.90 FEET TO A POINT IN AND INTERSECTION WITH THE EASTERLY LINE OF COUNTY ROAD, SQUAW CREEK ROAD; THENCE ALONG THE EASTERLY LINE OF SAID SQUAW CREEK ROAD AND INTO SAID NW $\frac{1}{4}$ NE $\frac{1}{4}$ SECTION 25, S. 30°57'37" W., 284.19 FEET TO A POINT AND NORTHWESTERLY CORNER OF THE PARCEL BEING DESCRIBED AND THE TRUE POINT OF BEGINNING;

THENCE FROM SAID POINT OF BEGINNING AND ALONG THE NORTHERLY LINE OF SAID PARCEL, S. 89°43' E., 400.69 FEET TO THE NORTHEASTERLY CORNER OF SAID PARCEL; THENCE ALONG THE EASTERLY LINE OF SAID PARCEL, S. 6°43'05" W., 224.32 FEET TO THE SOUTHEASTERLY CORNER OF SAID PARCEL; THENCE ALONG THE SOUTHERLY LINE OF SAID PARCEL, N. 89°43' W., 406.56 FEET TO THE SOUTHWESTERLY CORNER OF SAID PARCEL AND A POINT IN AND INTERSECTION WITH THE EASTERLY LINE OF SAID SQUAW CREEK ROAD; THENCE ALONG THE WESTERLY LINE OF SAID PARCEL AND THE EASTERLY LINE OF SAID SQUAW CREEK ROAD, N. 8°12'19" E., 225.05 FEET TO THE POINT OF BEGINNING.



SCALE: 1"=60'
O-PROP CAR.

DESCRIPTION

A tract of land located in the NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 25, Township 33 North, Range 80 West of the 6th P.M., Natrona County, Wyoming, and more particularly described as follows:

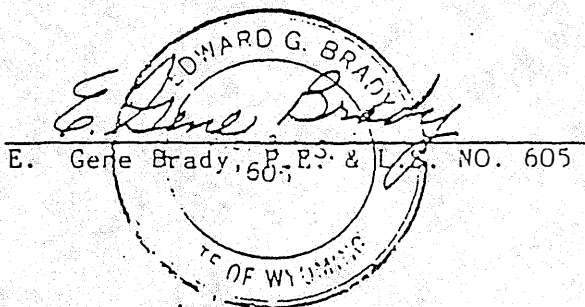
Commencing at the Northwestern Corner of said NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 25, thence along the Northerly line of said NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 25, S89°43'E a distance of 231.90 feet to a point in and intersection with the Easterly line of Squaw Creek Road; thence along the Easterly line of said Squaw Creek Road S30°57'37"W a distance of 284.19 feet to the Northwestern Corner of the tract being described and the point of beginning;

Thence from said point of beginning and along the Northerly line of said tract S89°43'E a distance of 400.69 feet; thence S6°43'05"W a distance of 224.32 feet; thence N89°43'W a distance of 406.56 feet to the Easterly line of said Squaw Creek Road; thence N8°12'19"E along the Easterly line of said Squaw Creek Road a distance of 225.05 feet to the point of beginning.

1. The house upon the described property is wholly within the boundary lines of the above described property.
2. No side line of the house is less than 74 feet from any of the said boundary lines.
3. The front wall of the house is 29 feet from the front lot line.
4. There are no encroachments upon the lot from any buildings located upon the adjoining lots.
5. The described property is located at 4495 Squaw Creek Road, Natrona County, Wyoming.

SURVEYOR'S CERTIFICATE

I hereby certify that this plat is from an accurate survey to the best of my knowledge and belief.



Title: House location survey and plat
October 14, 1986

Date _____ Drawn By _____
Scale _____ Job No _____

Brady Engineering Co., Inc.

Roger A. and Royl E. Brady 90035
Outside-City Water Contract
Exhibit "A" Page 3 of 3 Wyo.

LICENSE

Date April 7, 2020Road SQUAW CREEK ROAD #502

The BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF NATRONA, STATE OF WYOMING, (hereinafter called the "Board"), hereby grants a license to ROGER AND SHERYL GARLING 4495 SQUAW CREEK ROAD CASPER, WY 82404

(hereinafter called the "Licensee"), to construct, maintain, use and operate PRIVATE HOME WATERLINE (hereinafter called the "Facility"), located in Section 25 Township 33 - 80 N, Range W, upon the property of the County of Natrona, acquired for and utilized in the operation and maintenance of a county road in the locations and positions and in strict accordance with the specifications shown on the print dated _____, attached hereto, marked Exhibit "A", and by this reference specifically made a part hereof.

This license is granted upon such express terms and conditions as are inserted below, and should the Licensee at any time violate any of the said terms or conditions herein contained or use or attempt to use said facility for any other or different purpose than that above specified, or refuse or fail to comply with any rule or direction of the County Road and Bridge Superintendent, made by said Superintendent under his general supervisory powers of control and supervision of county roads for the use and safety of the general public, then the Board may, at its option, immediately revoke this license.

This license is subject to the following conditions:

FIRST. The work of constructing, altering and maintaining of the Facilities shall be prosecuted and completed in a good and workmanlike manner at the sole expense of the Licensee and under supervision of, and to satisfactorily meet the specifications of the County Road and Bridge Superintendent. Such work of construction, alteration and maintenance of the Facility shall be done in such a manner as to in no way interfere with the use, operation and maintenance by the County of Natrona of a county road for county road purposes, and in such manner as to in no way endanger the general public in use of said county road right-of-ways.

SECOND. The said Licensee shall give to the Board, through the County Road & Bridge Superintendent, at least ten days notice, in writing, before entering upon the county road right-of-way for the purpose of construction or alteration of the Facility or to make necessary repairs, except in case of genuine emergency requiring immediate repair, then in that event, the Licensee shall notify the Board, through the County Road & Bridge Superintendent, or local maintenance authority immediately enter upon the county road right-of-way and make necessary repairs. Licensee shall be responsible for any repairs necessary to road or right-of-way for 180 days after completion of construction.

THIRD. The said Licensee agrees to forever indemnify and defend the Board, their agents or employees, against and save them harmless from all liability for damage to property or injury to or death of persons, including all costs and expenses incident hereto, arising wholly or in part from or in connection with the existence of, construction, alteration, maintenance, repair, renewal, reconstruction, operation, use or removal of the said Facility as it pertains to county road property.

FOURTH. The Board reserves the right to use, occupy and enjoy its right-of-way for a county road and for county road purposes, in such manner and at such times as it shall desire, the same as if the instrument had not been executed by it. If any such use shall at any time necessitate any change in the location or manner of use of said Facility, or any part thereof, such change or alteration shall be made by the Licensee, at the sole expense of said Licensee, upon the demand of the Board, through the County Road & Bridge Superintendent, and neither the Board nor the County of Natrona shall be liable to the said Licensee on account thereof, or on account of any damage growing out of any use which the County of Natrona or the Board, or either of them, may make of its said right-of-way.

FIFTH. The Board shall have the right at any time to revoke this license by the giving of thirty (30) days notice in writing to the said Licensee, and at the expiration of the time limited by said notice, or upon the express revocation of this license for any of the causes enumerated herein, the Licensee shall promptly and in the manner directed by the Board, through the County Road & Bridge Superintendent, remove said Facility and each and every part thereof, hereby authorized, from the premises of the county road right-of-way and leave said premises in the same condition in which they were before the installation of said Facility. Upon the refusal or failure of the Licensee so to do, the Board may remove the Facility and each and every part thereof and restore the county road right-of-way to the same condition as before the granting of this license, and the Licensee hereby agrees promptly to pay to the County of Natrona the cost of said removal of the Facilities, and each and every part thereof.

SIXTH. The County of Natrona and the Board, for the purpose of this licensee, hereby disclaims any representation or implication that it retains any title in any county road right-of-way other than a perpetual easement for road purposes for so much land as described by the instrument conveying such easement. The Licensee by these present accepts notice and agrees that any expenses or damages incurred by said Licensee as a result of this disclaimer shall be borne by said Licensee at no expense whatsoever to the Board or the County of Natrona. It shall be also understood that on Access Facility Highways, ingress and egress shall be limited to those locations as designated by the Board, or their Designated Representative, and shown on plans on file in the office of the County Road Department and County Surveyor.

SEVENTH. The waiver of any breach of any of the terms or conditions of this Licensee shall be limited to the act or acts constituting such breach, and shall never be construed as being a continuing or permanent waiver of any such term or condition, all of which shall be and remain in full force and effect, as to the future acts or happenings, notwithstanding any such individual waiver or any breach thereof.

EIGHTH. The said Licensee agrees to locate underground facilities when needed by the County or other users for future construction and maintenance activities. This location information will include the marking of the facility on the ground, as specified by W.S. §37-12-301 et seq., with the appropriate color and including the nature and elevation of the utility and shall be tied both horizontally and vertically, by coordinates, by a licensed land surveyor to a public land survey corner. This information shall be shown on plans created by the utility company or facility owner and a copy will be sent to the Natrona County Surveyor's Office in Casper, Wyoming. Costs for identifying and locating the facility will be the responsibility of the utility company or facility owner on County right-of-ways.

No official or employee of the County of Natrona, other than the Board of County Commissioners, shall have authority to waive any term or condition herein contained. Any amendments to this license agreement shall be in writing, signed by the licensee and designated representative of the county commissioners.

Date of Commencement UPON APPROVAL FROM COUNTY & CITY
(Five (5) day notice must be given County Road & Bridge Superintendent before start of construction)

Date of Completion JAN 1 2021 (DEPENDENT UPON NATRONA COUNTY & CITY OF CASPER)
(County Road & Bridge Superintendent must be notified within five (5) days after construction)

IN WITNESS WHEREOF, the Board of County Commissioners, has caused this license to be executed on the 21st day of April, A.D., 2020



My term of office expires
January 3, 2023

ATTEST:

[Signature]

County Clerk

By

[Signature] 4/14/2020
Road & Bridge Superintendent

By

[Signature]
County Surveyor

By

[Signature]
Chairman of the Board of County Commissioners.

The undersigned, the Licensee mentioned in the forgoing License, hereby accepts the same, subject to the terms and conditions contained therein.

ATTEST:

[Signature]

Secretary

President

X

(the original instrument must be recorded in the County Clerk's office by Licensee)

ORIGINAL - RECORDING FILE, YELLOW - COMMISSIONERS, PINK - COUNTY SURVEYOR, GOLDENROD - LICENSEE

EXHIBIT 'A'
COUNTY OF NATRONA

No. 29-20-08

APPLICATION FOR WATER LINE EASEMENT ALONG SQUAW CREEK ROAD

Applicant: ROGER & SHERYL GARLING

Address: 4495 SQUAW CREEK ROAD CASPER, WY 82604 Phone: 307 277 3861

Furnish the Following Information:

1) Location: Section _____, Township _____ North, Range _____ West.

2) County Road Designation SQUAW CREEK ROAD

3) Surface of County Road PAVED

4) Soils Type where applicable PRIVATE HOUSE WATER LINE FROM CITY OF CASPER (OUTSIDE CITY WATER SERVICE)

5) Reason for Application _____

6) Specifications: (Attach 3 copies where applicable)

1800' water line on the East SE side of Squaw Creek Road.
within the 60 ROW. Line will be 6' Deep



4495 Squaw Creek

Approved:

Michael R. Hays 4/14/2020
Road and Bridge Superintendent

Sheryl Garling 4/7/2020 X
Applicant or Agent Date

County Engineer

Robert L. Hays
County Commissioner

Wyo. Reg. P.E.

Date

Approval Date: 4-21-2020

Completion Date: _____

Casper's Council of People with Disabilities - AGENDA

Thursday, May 28, 2020 at 11:30 AM

Participation via WebEx ONLY for this meeting due to recommendations by the CDC, Governor Gordon and the State Health Officer regarding Closures of Public Places due to COVID-19, Coronavirus

1. Roll call & introductions of new members or guests
2. Review of the previous month's minutes & approval of minutes
3. Old Business:
 - Review/discussion & approval of the Money Handling Policy & Procedures
 - Discuss updates from Committees since the previous CCPD meeting to address established priorities as listed below:
 - QOL Committee – Zulima Lopez, Chairperson
 - Public transportation expansion and operating times
 - Public Relations (PR) Committee – John Wall, Chairperson
 - Updates on CCPD Facebook page and City of Casper website.
 - Events Committee – Nikki Green, Chairperson
 - Possible event in July, 2020 to celebrate the 30th anniversary of the signing of the Americans with Disabilities Act (ADA) into law. The official anniversary date is July 26, 2020.
 - Fundraising Committee – Linda Jones, Chairperson
 - Updates
4. New Business:
 - Financial Report – Presented by the Treasurer
 - Participation in the Governor's Council on Developmental Disabilities Conference scheduled for July 30-31, 2020.
 - Any other new business or public comment
5. The next scheduled meeting is June 25, 2020 at 11:30 AM.

From: Liz Becher <lbecher@casperwy.gov>

Sent: Tuesday, May 19, 2020 2:33 PM

Subject: For Friday's INFO PACKET: 2020 Census: Response Rates and Revised Timeline

CENSUS Response Rates

	5/18/2020	Internet Response	2010 Self-Response
Natrona	56.70%	47.1%	63.3%
Bar Nunn	67.30%	60.2%	75.7%
Casper	62.90%	52.6%	71%
Edgerton	18.30%	16.7%	62%
Evansville	23.60%	21.8%	4.3%
Midwest	23.50%	22.5%	51.8%
Mills	26.40%	12.9%	30.9%

Cheyenne: 69% 59.5% Internet 72.4% in 2010

2020 Census Updated Timeline (Dates are subject to change)

Field Operations Resume in Wyoming: May 18

Update Leave Resumes in Wyoming: May 18 – July 9

Self-Response Open: March 12 – October 31

Group Quarter Enumeration: July 1 – September 3

Non-Response Follow-Up: August 11 – October 31

Transient Non-Sheltered Outdoor Locations (TNSOL): September 3 – 28

Service-Based Enumeration of People Experiencing Homelessness: To Be Determined

Delivery of Data Collected to White House: April 30, 2021

Delivery of Data to States: July 31, 2021

Tammi Hanshaw, Wyoming Partnership Specialist
Dallas Regional Census Office / Field Division / Denver Region
U.S. Census Bureau
cell: (469) 975-6667
email: Tammi.Hanshaw@2020census.gov

census.gov | Connect with us [@uscensusbureau](https://twitter.com/uscensusbureau)

Jobs: 2020Census.gov/Jobs



U.S. Department
of Transportation
**Federal Aviation
Administration**

Northwest Mountain Region
Office of the Regional Administrator

2200 S. 216th Street
Des Moines, WA 98198

May 11, 2020

The Honorable Steven K. Freel
Mayor of Casper
200 North David
Casper, WY 82601

Dear Mayor Freel,

Your email to Michael Valencia, General Manager, Federal Aviation Administration's (FAA) Denver District has been referred to me for response.

Thank you for contacting the FAA regarding the agency's recent set of temporary adjustments to the tower operating hours at many of our facilities across the country. You can find a list of the affected towers along with a description of the agency's rationale for these adjustments and responses to several Frequently Asked Questions at the following webpage: <https://www.faa.gov/news/updates/?newsId=94991>

Finally, I want to clarify a point that may not be understood. The adjusted Air Traffic Control (ATC) hours is predicted upon actual current aircraft operations at the airport under the current conditions. It is expected to be temporary in nature. When traffic dictates, the ATC service hours will be reevaluated. Regardless, the airport is still open 24 hours a day; only ATC service hours are being adjusted. Any category of aircraft that is currently authorized to operate at the airport is still authorized to operate there without ATC services, in much the same manner that aircraft have historically operated at the airport during nighttime hours.

We will continue to speak with airport sponsors and consider any issues they raise as we move toward implementing the adjustments.

Sincerely,

David C. Suomi

David C. Suomi
Regional Administrator
Northwest Mountain Region

From: Justin Schilling <jschilling@wyomuni.org>
Sent: Friday, May 22, 2020 1:05 PM
Subject: Horse Racing Distributions from January - March

Good Afternoon,

Please find attached a summary of local revenues generated by historic racing gaming operations for January through March of this year.

Warm Regards,
Justin Schilling
Member Services Manager
Wyoming Association of Municipalities
[315 West 27th Street](https://www.wyomuni.org/315-West-27th-Street-Cheyenne-WY-82001)
[Cheyenne, WY 82001](https://www.wyomuni.org/315-West-27th-Street-Cheyenne-WY-82001)
[307-632-0398](tel:307-632-0398)
jschilling@wyomuni.org
www.wyomuni.org



**HISTORIC RACING
CITY/COUNTY REVENUE
January 1 - March 19, 2020**

Exhibit 1

CITY/COUNTY	OPERATOR	AMOUNT
Albany County	Wyoming Downs	\$ 25,356.90
Albany County Total		\$ 25,356.90
Campbell County	Wyoming Downs	\$ 90,562.74
Campbell County	Wyoming Horse Racing	\$ 65,766.29
Campbell County Total		\$ 156,329.03
City Of Casper	Wyoming Downs	\$ 63,465.98
City Of Casper	Wyoming Horse Racing	\$ 61,131.85
City of Casper Total		\$ 124,597.83
City of Cheyenne	Wyoming Downs (Plaza)	\$ 91,915.22
City of Cheyenne	Wyoming Horse Racing	\$ 68,451.47
City of Cheyenne Total		\$ 160,366.69
City of Evanston	Wyoming Downs	\$ 25,931.71
City of Evanston	Wyoming Horse Racing	\$ 19,967.42
City of Evanston Total		\$ 45,899.13
City of Gillette	Wyoming Downs	\$ 90,562.74
City of Gillette	Wyoming Horse Racing	\$ 65,766.29
City of Gillette Total		\$ 156,329.03
City of Green River	Wyoming Horse Racing	\$ 22,141.22
City of Green River Total		\$ 22,141.22
City of Laramie	Wyoming Downs	\$ 25,356.90
City of Laramie Total		\$ 25,356.90
City of Rock Springs	Wyoming Downs	\$ 65,332.94
City of Rock Springs	Wyoming Horse Racing	\$ 71,511.04
City of Rock Springs Total		\$ 136,843.98
City of Sheridan	Wyoming Downs	\$ 37,165.28
City of Sheridan	Wyoming Horse Racing	\$ 36,123.43
City of Sheridan Total		\$ 73,288.71
Laramie County	Wyoming Downs (Outlaw)	\$ 64,655.89
Laramie County	Wyoming Downs (Plaza)	\$ 91,915.22
Laramie County	Wyoming Horse Racing	\$ 68,451.47
Laramie County Total		\$ 225,022.58

**HISTORIC RACING
CITY/COUNTY REVENUE
January 1 - March 19, 2020**

CITY/COUNTY	OPERATOR	AMOUNT
Natrona County	Wyoming Downs (Casper)	\$ 63,465.98
Natrona County	Wyoming Downs (Evansville)	\$ 90,972.70
Natrona County	Wyoming Horse Racing (Mills)	\$ 58,712.21
Natrona County	Wyoming Horse Racing (Casper)	\$ 61,131.85
Natrona County Total		\$ 274,282.74
Sheridan County	Wyoming Downs	\$ 37,165.28
Sheridan County	Wyoming Horse Racing	\$ 36,123.43
Sheridan County Total		\$ 73,288.71
Sweetwater County	Wyoming Downs (Rock Springs)	\$ 65,332.94
Sweetwater County	Wyoming Horse Racing (Green River)	\$ 22,141.22
Sweetwater County	Wyoming Horse Racing (Rock Springs)	\$ 71,511.04
Sweetwater County Total		\$ 158,985.20
Town of Evansville	Wyoming Downs	\$ 90,972.70
Town of Evansville Total		\$ 90,972.70
Town of Mills	Wyoming Horse Racing	\$ 58,712.21
Town of Mills Total		\$ 58,712.21
Uinta County	Wyoming Downs	\$ 25,931.71
Uinta County	Wyoming Horse Racing	\$ 19,967.42
Uinta County Total		\$ 45,899.13
Total		\$ 1,853,672.69
Note: +. 01¢ Difference Due To Rounding (\$1,853,672.68)		
2020HRCCCHECKREQUESTJan1-march19		

PAYMENT VOUCHER APPROVAL

I certify under penalty of perjury, that this voucher and the items included herein for payment are correct and just in all respects.

By: [Signature] Date: 4/21/20

Agency Approval

and that this voucher is approved for payment.

By: [Signature] Date: 4/21/20

AGENCY DIRECTOR/DESIGNEE APPROVAL

From: Justin Schilling <jschilling@wyomuni.org>
Sent: Friday, May 22, 2020 2:00 PM
Subject: FW: 2020 Uniform Bail and Forfeiture Schedule

Good Afternoon WAM!

The Office of the State Court Administrator asked that we share the 2020 Uniform Bail and Forfeiture Schedule with you.

Attached is a pdf copy of the **2020** schedule that will become effective on July 1, 2020. The information can be accessed at the Judicial Branch website link below as well.

<http://www.courts.state.wy.us/wp-content/uploads/2020/05/2020-Bond-Schedule-FINAL.pdf>

If you have any questions, please contact Becky Craig, Project Coordinator with the Office of the State Court Administrator at 307-777-7678 or bcraig@courts.state.wy.us

Warm regards and have a great weekend,

Justin Schilling
Member Services Manager
Wyoming Association of Municipalities
[315 West 27th Street](#)
[Cheyenne, WY 82001](#)
[307-632-0398](tel:307-632-0398)
jschilling@wyomuni.org
www.wyomuni.org



IN THE SUPREME COURT, STATE OF WYOMING

APRIL TERM, A.D. 2020

**In the Matter of the Adoption)
of the Revised Uniform Bail)
and Forfeiture Schedule)**

**ORDER ADOPTING THE REVISED UNIFORM
BAIL AND FORFEITURE SCHEDULE**

The Court received direction from the Bond Committee that the Uniform Bail and Forfeiture Schedule be revised as shown in the attached schedule. The Court has fully considered the Committee's direction and finds that the attached revised Uniform Bail and Forfeiture Schedule should be adopted. It is therefore

ORDERED that the Uniform Bail and Forfeiture Schedule, as attached, shall be, and hereby is, adopted and shall become effective July 1, 2020; and it is

FURTHER ORDERED that copies of this order and the Uniform Bail and Forfeiture Schedule be distributed to all circuit courts, and all interested law enforcement departments of the state and counties. This order and the Uniform Bail and Forfeiture Schedule shall also be published in the Wyoming Court Rules Volume and published online at this Court's website, <http://www.courts.state.wy.us>.

DATED this 19th day of May, 2020.

BY THE COURT:

/S/

**MICHAEL K. DAVIS
Chief Justice**

APPENDIX I
APPENDIX TO RULE 3.1, Wyo. R. Cr. P.
UNIFORM BAIL AND FORFEITURE SCHEDULES

(Revised July 1, 2020)

To ensure uniformity throughout the state, the following schedule has been established by the Wyoming Supreme Court and shall be used in all circuit courts for misdemeanor offenses for which bond may be posted and forfeited.¹

Unless a specific bail amount appears in the body of this schedule, the amount of bail is (including \$20.00 court costs, a \$40.00 court automation fee, and a \$10.00 civil legal services fee):

A = \$85.00
B = \$100.00
C = \$150.00
D = \$250.00
E = \$450.00

ANYTHING NOT LISTED ON THIS SCHEDULE IS A “MUST APPEAR.”

If the “MAY FORFEIT BOND IN LIEU OF APPEARANCE” box is checked, the person has two options:

- 1. APPEAR ON THE DAY AND AT THE TIME SPECIFIED ON THE CITATION
OR**
- 2. POST BOND AT OR PRIOR TO THE COURT DATE AND FORFEIT THE SAME IN
LIEU OF APPEARANCE.**

A person to whom a citation has been issued MUST APPEAR in court on the day and at the time specified in the citation UNLESS the citing officer checks the box “MAY FORFEIT BOND IN LIEU OF APPEARANCE” on the citation.

¹ Seat belt reduction—Wyo. Stat. Ann. § 31-5-1402(e) (2000 amendment) provides that “All citations for violations of the motor vehicle laws of this state shall contain a notation by the issuing officer indicating whether the driver and passenger(s) complied with this section.” (Viz, had seat belt fastened or was exempt from the requirement.) “Compliance with this section shall entitle a licensee to a ten dollar (\$10.00) reduction in the fine otherwise imposed.” The Wyoming Supreme Court ruled that it applies to both bail and fines.

1A. TRAFFIC OFFENSES

	9-2-1016(j)		Unauthorized use of state vehicles	C
	24-1-109		Failure to observe signs and closed markers	\$570.00
	24-1-110(a)		Exhibition of acceleration	C
			Drag racing - two (2) or more vehicles	C
	31-2-205(a)(i)(A)		Failure to display lic plate on front of veh	B
	31-2-205(a)(i)(B)		Failure to display lic plate on rear of veh	B
	31-2-205(a)(ii)		Failure to secure license plate on vehicle	B
	31-2-205(a)(iii)		Failure to attach plate in horizontal position & at least 12 in. off ground	B
	31-2-205(a)(iv)		Failure to maintain lic plate free of foreign material & clearly legible	B
	31-2-225(e)		False certification to Co. Treasurer to obtain license plate	\$570.00
	31-2-402(d)		Resident snowmobile registration	B
	31-2-402(e)		Nonresident snowmobile user fee	B
	31-2-405(a)		Resident snowmobile registration decal—failure to display	A
	31-2-409(e)		Nonresident snowmobile user fee decal—failure to display	A
	31-2-702(c)		Off-road registration decal for recreational vehicle	B
	31-4-101(a)		No registration in vehicle as required by 31-2-204 and improper display of tabs as required by 31-2-213	B
	31-4-101(a)(i)		Valid certificate of title, certificate of registration, and license plates/temp permit required	C
	31-4-101(a)(ii)		Failure to display valid license plates, validation stickers (tabs), or permits	B
			License plates for nonresident as required by 31-2-201(a)(iii) on becoming resident and 31-2-201(a)(iv) upon becoming employed in Wyoming	B
	31-4-101(a)(iii)		Operation of vehicle with altered, mutilated, or obscured license plates	B
	31-4-101(b)		Alteration or mutilation of license plates	D
	31-4-101(d)		Transfer interest without certificate	B
	31-4-101(e)		Expired temporary license permit/improper registration	C
	31-4-103(a)or(b)		Compulsory auto insurance-1 st offense	\$570.00
	31-5-1201		FOR INFORMATION: PENALTY SECTION FOR UNIFORM ACT REGULATING TRAFFIC (31-5-101 THROUGH 31-5-1601) EXCEPT AS OTHERWISE PROVIDED	
	31-5-104		Willful refusal to obey officer	D

	31-5-115		Motorcycle, autocycles and pedestrian vehicle operation	B
	31-5-115(o)		Motorcycle operation by minor without helmet	C
	31-5-116		Obstructing driver's view	B
	31-5-117		Putting glass on highway	B
	31-5-119		Clinging to a vehicle on highway	B
	31-5-120		Driving on sidewalks	B
	31-5-121		Opening and closing vehicle door	B
	31-5-122		Riding in house trailer	B
	31-5-124		Off-road recreation vehicle limitation on use	B
	31-5-201		Driving on right side of roadway, exceptions	B
	31-5-202		Improper passing	B
	31-5-203(a)(i)		Overtaking on the left	B
	31-5-203(a)(ii)		Driver of Overtaken Vehicle-failure to yield	B
	31-5-203(c)		Failure to maintain 3 ft separation when overtaking bicycle on left	B
	31-5-204		Passing when free from traffic	B
	31-5-205		No passing on crest of hill or near intersection	C
	31-5-206		When overtaking on right is permitted	B
	31-5-207		No-passing-zones	C
	31-5-208		One-way traffic signal violation	B
	31-5-209		Two-and three-lane traffic	B
	31-5-210		Following too closely	B
	31-5-211		Driving over, across or within median	B
	31-5-212		Controlled access road	B
	31-5-213		Restricting use of controlled access	B
	31-5-214		Turning at intersection	B
	31-5-215		No U-Turn on curve or crest	B
	31-5-216		Starting parked vehicle	B
	31-5-217		Turning requires signals	B
	31-5-218		Signal may be by hand or light	B
	31-5-220		Right-of-way entering intersection	B
	31-5-221		Turning left at intersection	B
	31-5-222(b)		Stop sign	C
	31-5-222(c)		Yield sign	C
	31-5-223		Yield when entering from private road	B
	31-5-224(a)		Right-of-way for emergency vehicles	C
	31-5-224(a)(i) or (ii)		Operation upon approach to parked emergency vehicle	D
	31-5-224(b)(i) or (ii)		Operation upon approach to slow-moving or parked municipal, public utility, or hwy construction or maintenance vehicles	D
	31-5-226		Backing	B

	31-5-227		Driving through defiles, canyon, or mountain roads	B	
	31-5-228		Load on vehicles	B	
	31-5-230		Coasting prohibited	B	
	31-5-231		Following fire engine prohibited	B	
	31-5-232		Driving over fire hose	B	
	31-5-235		Open container in moving vehicle	C	
	31-5-236		Careless driving	D	
	31-5-237		Using handheld electronic device to write, send or read electronic messages while driving	\$105.00	
SPEEDING VIOLATIONS— Too Fast for Conditions					
	31-5-301(a)		Speed too fast for conditions	D	
SPEEDING VIOLATIONS – School Zone (31-5-301(b)(i))					
	31-5-301(b)(i)		Exceeding legal speed limit by 1-5 mph : \$50.00 plus \$2.00 for each mph in excess of the legal speed limit (Penalty 31-5-1201(d)(viii)(A))		
			“VEH” = passenger vehicles and light trucks “HVY/VEH” = Vehicles with gross vehicle weight or gross vehicle weight rating exceeding 39,000 lbs.—exceeding legal speed limit by 1-5 mph—same as VEH		
			No court costs, court automation fee, civil legal services fee, or officer training fee for exceeding legal speed limit by 1-5 mph (Penalty 31-5-1201(d)(v))		
				VEH	HVY/VEH
			+1	\$52.00	\$52.00
			+2	\$54.00	\$54.00
			+3	\$56.00	\$56.00
			+4	\$58.00	\$58.00
			+5	\$60.00	\$60.00
			Exceeding legal speed limit by 6-10 mph : \$95.00 plus \$20.00 court costs plus \$40.00 court automation fee plus \$10.00 civil legal services fee plus \$5.00 officer training fee, plus \$10.00 for each mph in excess of 5 mph over the legal speed limit (Penalty 31-5-1201(d)(viii)(B))		
			“VEH” = passenger vehicles and light trucks “HVY/VEH” = Vehicles with gross vehicle weight or gross vehicle weight rating exceeding 39,000 lbs.—exceeding legal speed limit by 6-10 mph—same as VEH plus \$295.00 (Penalty 31-5-1201(g))		
				VEH	HVY/VEH
			+6	\$180.00	\$475.00
			+7	\$190.00	\$485.00
			+8	\$200.00	\$495.00
			+9	\$210.00	\$505.00
			+10	\$220.00	\$515.00

			Exceeding legal speed limit by 11+ mph : \$200.00 plus \$20.00 court costs plus \$40.00 court automation fee plus \$10.00 civil legal services fee plus \$5.00 officer training fee, plus \$10.00 for each mph in excess of 10 mph over the legal speed limit (Penalty 31-5-1201(d)(viii)(C))		
			“VEH” = passenger vehicles and light trucks “HVY/VEH” = Vehicles with gross vehicle weight or gross vehicle weight rating exceeding 39,000 lbs.—exceeding legal speed limit by 11+ mph—same as VEH plus \$295.00 (Penalty 31-5-1201(g))		
				VEH	HVY/VEH
			+11 -	\$285.00	\$580.00
			+12 -	\$295.00	\$590.00
			+13 -	\$305.00	\$600.00
			+14 -	\$315.00	\$610.00
			+15 -	\$325.00	\$620.00
			+16 -	\$335.00	\$630.00
			+17 -	\$345.00	\$640.00
			+18 -	\$355.00	\$650.00
			+19 -	\$365.00	\$660.00
			+20 -	\$375.00	\$670.00
			+21 -	\$385.00	\$680.00
			+22 -	\$395.00	\$690.00
			+23 -	\$405.00	\$700.00
			+24 -	\$415.00	\$710.00
			+25 -	\$425.00	\$720.00
			+26 -	\$435.00	\$730.00
			+27 -	\$445.00	\$740.00
			+28 -	\$455.00	\$750.00
			+29 - etc.		
<p align="center">SPEEDING VIOLATIONS: Urban Districts (31-5-301(b)(ii)) Construction Zones (31-5-301(c))</p>					
	31-5-301 (b)(ii) 31-5-301(c)		Exceeding legal speed limit by 1-5 mph : \$65.00 plus \$2.00 for each mph in excess of the legal speed limit (Penalty 31-5-1201(d)(vii)(A))		
			“VEH” = passenger vehicles and light trucks “HVY/VEH” = Vehicles with gross vehicle weight or gross vehicle weight rating exceeding 39,000 lbs.—exceeding legal speed limit by 1-5 mph—same as VEH		
			No court costs, court automation fee, civil legal services fee, or officer training fee for exceeding legal speed limit by 1-5 mph (Penalty 31-5-1201(d)(v))		
				VEH	HVY/VEH
			+1	\$67.00	\$67.00
			+2	\$69.00	\$69.00
			+3	\$71.00	\$71.00
			+4	\$73.00	\$73.00
			+5	\$75.00	\$75.00

			Exceeding legal speed limit by 6-10 mph : \$40.00 plus \$20.00 court costs plus \$40.00 court automation fee plus \$10.00 civil legal services fee plus \$5.00 officer training fee, plus \$7.00 for each mph in excess of 5 mph over the legal speed limit (Penalty 31-5-1201(d)(vii)(B))		
			“VEH” = passenger vehicles and light trucks “HVY/VEH” = Vehicles with gross vehicle weight or gross vehicle weight rating exceeding 39,000 lbs.—exceeding legal speed limit by 6-10 mph—same as VEH plus \$295.00 (Penalty 31-5-1201(g))		
				VEH	HVY/VEH
			+6	\$122.00	\$417.00
			+7	\$129.00	\$424.00
			+8	\$136.00	\$431.00
			+9	\$143.00	\$438.00
			+10	\$150.00	\$445.00
			Exceeding legal speed limit by 11-20 mph : \$95.00 plus \$20.00 court costs plus \$40.00 court automation fee plus \$10.00 civil legal services fee plus \$5.00 officer training fee, plus \$7.00 for each mph in excess of 10 mph over the legal speed limit (Penalty 31-5-1201(d)(vii)(C))		
			“VEH” = passenger vehicles and light trucks “HVY/VEH” = Vehicles with gross vehicle weight or gross vehicle weight rating exceeding 39,000 lbs.—exceeding legal speed limit by 11-20 mph—same as VEH plus \$295.00 (Penalty 31-5-1201(g))		
				VEH	HVY/VEH
			+11	\$177.00	\$472.00
			+12	\$184.00	\$479.00
			+13	\$191.00	\$486.00
			+14	\$198.00	\$493.00
			+15	\$205.00	\$500.00
			+16	\$212.00	\$507.00
			+17	\$219.00	\$514.00
			+18	\$226.00	\$521.00
			+19	\$233.00	\$528.00
			+20	\$240.00	\$535.00
			Exceeding legal speed limit by 21+ mph : \$195.00 plus \$20.00 court costs plus \$40.00 court automation fee plus \$10.00 civil legal services fee plus \$5.00 officer training fee, plus \$7.00 for each mph in excess of 20 mph over the legal speed limit (Penalty 31-5-1201(d)(vii)(D))		
			“VEH” = passenger vehicles and light trucks “HVY/VEH” = Vehicles with gross vehicle weight or gross vehicle weight rating exceeding 39,000 lbs.—exceeding legal speed limit by 21+ mph—same as VEH plus \$295.00 (Penalty 31-5-1201(g))		
				VEH	HVY/VEH
			+21	\$277.00	\$572.00
			+22	\$284.00	\$579.00
			+23	\$291.00	\$586.00
			+24	\$298.00	\$593.00
			+25 - etc.		

<p align="center"> SPEEDING VIOLATIONS FOR: Interstate Highways (31-5-301(b)(iii)) Paved or Unpaved Roadways not otherwise specified (31-5-301(b)(iv)) 80 mph Superintendent Zone on Interstate Highways (31-5-301(b)(vi)) State Highways (31-5-301(b)(vii)) Superintendent's Zones (31-5-301(c)) – Except Construction Zones and those zones designated by 31-5-302 </p>					
	31-5-301(b)(iii) 31-5-301(b)(iv) 31-5-301(b)(vi) 31-5-301(b)(vii) 31-5-301(c)		Exceeding legal speed limit by 1-5 mph : \$5.00 for each mph in excess of the legal speed limit, not to exceed \$25.00 (Penalty 31-5-1201 (d)(vi)(A))		
			“VEH” = passenger vehicles and light trucks “HVY/VEH” = Vehicles with gross vehicle weight or gross vehicle weight rating exceeding 39,000 lbs.—exceeding legal speed limit by 1-5 mph—same as VEH (Penalty 31-5-1201(g))		
			No court costs, court automation fee, civil legal services fee, or officer training fee for exceeding legal speed limit by 1-5 mph (Penalty 31-5-1201 (d)(v))		
				VEH	HVY/VEH
			+1	\$5.00	\$5.00
			+2	\$10.00	\$10.00
			+3	\$15.00	\$15.00
			+4	\$20.00	\$20.00
			+5	\$25.00	\$25.00
			Exceeding legal speed limit by 6-10 mph : \$30.00 plus \$20.00 court costs plus \$40.00 court automation fee plus \$10.00 civil legal services fee plus \$5.00 officer training fee, plus \$2.00 for each mph in excess of 5 mph over the legal speed limit (Penalty 31-5-1201(d)(vi)(B))		
			“VEH” = passenger vehicles and light trucks “HVY/VEH” = Vehicles with gross vehicle weight or gross vehicle weight rating exceeding 39,000 lbs.—exceeding legal speed limit by 6-10 mph—same as VEH plus \$295.00 (Penalty 31-5-1201(g))		
				VEH	HVY/VEH
			+6	\$107.00	\$402.00
			+7	\$109.00	\$404.00
			+8	\$111.00	\$406.00
			+9	\$113.00	\$408.00
			+10	\$115.00	\$410.00
			Exceeding legal speed limit by 11-20 mph : \$45.00 plus \$20.00 court costs plus \$40.00 court automation fee plus \$10.00 civil legal services fee plus \$5.00 officer training fee, plus \$5.00 for each mph in excess of 10 mph over the legal speed limit (Penalty 31-5-1201(d)(vi)(C))		
			VEH” = passenger vehicles and light trucks “HVY/VEH” = Vehicles with gross vehicle weight or gross vehicle weight rating exceeding 39,000 lbs.— exceeding legal speed limit by 11-20 mph—same as VEH plus \$295.00 (Penalty 31-5-1201(g))		

				VEH	HVY/VEH
			+11	\$125.00	\$420.00
			+12	\$130.00	\$425.00
			+13	\$135.00	\$430.00
			+14	\$140.00	\$435.00
			+15	\$145.00	\$440.00
			+16	\$150.00	\$445.00
			+17	\$155.00	\$450.00
			+18	\$160.00	\$455.00
			+19	\$165.00	\$460.00
			+20	\$170.00	\$465.00
			Exceeding legal speed limit by 21+ mph : \$95.00 plus \$20.00 court costs plus \$40.00 court automation fee plus \$10.00 civil legal services fee plus \$5.00 officer training fee, plus \$5.00 for each mph in excess of 20 mph over the legal speed limit t (Penalty 31-5-1201(d)(vi)(D))		
			VEH” = passenger vehicles and light trucks “HVY/VEH” = Vehicles with gross vehicle weight or gross vehicle weight rating exceeding 39,000 lbs.— exceeding legal speed limit by 21+ mph—same as VEH plus \$295.00 (Penalty 31-5-1201(g))		
				VEH	HVY/VEH
			+21	\$175.00	\$470.00
			+22	\$180.00	\$475.00
			+23	\$185.00	\$480.00
			+24	\$190.00	\$485.00
			+25 - etc.		
	31-5-304		Driving too slowly—minimum speed	B	
	31-5-304(c)		Impeding traffic left lane of interstate	B	
	31-5-305		Special speeds—bridges	B	
	31-5-402		Obedience to traffic-control device	C	
	31-5-403		Traffic-control signals	C	
	31-5-404		Pedestrian-control signals	B	
	31-5-405		Flashing signals	B	
	31-5-406		Display of unauthorized signs	B	
	31-5-501		Unlawful parking in restricted areas (penalty 31-5-502)	B	
	31-5-504		Prohibited parking spaces	B	
	31-5-504 (a)(i)(J)		Parking prohibited on controlled-access highway	D	
	31-5-505		Parking prohibited on roadways outside business or residence districts	B	
	31-5-506		Stop—emerging from alley	B	
	31-5-507(a)		Meeting or passing stopped school bus	E	
	31-5-509		Leaving vehicle unattended	B	
	31-5-510		Railroad crossing signal and sight	B	
	31-5-511		Stop at railroad crossing	B	
	31-5-512		Parking in cities and on highways	B	
	31-5-601		Traffic control for pedestrian	B	

	31-5-602		Pedestrian right-of-way in crosswalks	B
	31-5-603		Jaywalking	B
	31-5-605		Pedestrian to use sidewalks or left side of highway	B
	31-5-702		Bicyclists subject to applicable motor vehicle laws	B
	31-5-703		Bicyclists must ride on seat and no passengers	B
	31-5-704		Bicyclists riding on roadway and designated paths	B
	31-5-705		Bicyclists able to keep one hand on bar	B
	31-5-706		Nighttime use, equipment and brakes	B
	31-5-801		Snowmobile on highways	B
	31-5-901		Operating vehicles with improper equipment	B
	31-5-910		When headlamps required	B
	31-5-911 thru 31-5-932		Headlights (911, 912); taillights (913); reflectors (914); stoplights and turn lights (915); clearance lights (916); color and mounting of clearance lights and reflectors (917); lamps, etc. on projecting loads (919); lights for parked vehicles (920); spot lights (922); multiple beams (924); single beam (925); lights for operating 20 mph (926); number of driving lights (927); restriction on lights, color flashing emergency, police (928); farm equipment lights (921)	B
	31-5-950 thru 31-5-951		Brakes	B
	31-5-952 thru 31-5-955		Horns (952); mufflers (953); mirrors (954); windshield wipers (955)	B
	31-5-956		Tires, chains	B
	31-5-956(e)		Chain law--no chains when required No chains resulting in incident closing all lanes	\$280.00 \$780.00
	31-5-957 thru 31-5-958		Flares (957); warning devices on disabled vehicles (958)	B
	31-5-961		Television receivers	B
	31-5-962		Sun screening devices	B
	31-5-970		Unsafe vehicles	C
	31-5-1102		Damage to attended vehicle or property	D
	31-5-1103		Fail to give info & render aid	D
	31-5-1104		Colliding with unattended vehicle, duty	D
	31-5-1105		Failure to report over \$1,000.00 property damage or injury	D

	31-5-1106		Written reports required; reports by garage operator of vehicles struck by bullets	B
	31-5-1107(b)		Fail to report accident if driver incapable	B
	31-5-1108(e)		Give false accident information	D
	31-5-1202		Aiding and abetting the commission of Chapter 5 offenses 31-5-101 – 31-5-1601	Same as Principal's Offense
	31-5-1203		Owner prohibited from permitting operation of vehicles contrary to law	B
	31-5-1206		Failure to appear (F.T.A.) for "must appear" offenses or "forfeitable but non-N.R.V.C.'able" offenses	D
	31-5-1303		Child safety restraint system (Penalty 31-5-1304(b))	\$80.00
	31-5-1303		Child safety restraint system 2 nd offense	\$130.00
	31-5-1304(b)		Improper use-child safety restraint system	\$80.00
	31-5-1304(b)		Improper use-child safety restraint system 2 nd offense	\$130.00
	31-5-1402(a)		Driver	\$25.00
	31-5-1402(a)		Driver with passenger under 12 years old	\$25.00
	31-5-1402(a)		Passenger over 12 years old	\$10.00
	31-5-1601(b)		Operation of off-road recreation vehicles on public roads/driver's license required	C
	31-7-106		Driver's license	C
	31-7-110(h)(i)		Intermediate license violation (other vehicles)	B
	31-7-110(h)(ii) (A-E)		Intermediate license violation (other vehicles)	B
	31-7-110(j)		Intermediate license violation (motorcycles)	B
	31-7-116		Carry and display driver's license on demand	B
	31-7-117(e)		Restricted license	C
	31-7-117(f)		Restricted class "C" license	C
	31-7-119(d)		False application for new license	C
	31-7-133		Unlawful use of license	D
	31-7-134(a)		Operating under suspended or revoked license if not for 31-5-229 or 31-5-233	E
	31-7-135		Permitting unlicensed person to operate	C
	31-7-137(b)		Failure to notify change of address	A
	31-12-101(a)		Metal tires w/projections; lugs & cleats	B
	31-16-102		Unlicensed Dealer & Manufacturers-soliciting sales	D
	31-16-108		Unlawful Acts	D
	31-16-108(a)(i)		Misleading or inaccurate advertisement	D
	31-16-108(a)(ii)		Violation of this act or any rules or regulation promulgated under it	D

	31-16-108(a)(iv)		Violate any law of this state or state agency rule respecting vehicle commerce	D
	31-16-108(a)(v)		Engage in business without maintaining a principal place of business	D
	31-16-108(a)(vi)		Sale or exchange of new or new and used vehicles without a vehicle dealer license	D
	31-16-108(a)(ix)		Violate any provision of the federal motor vehicle safety standards	D
	31-16-108(a)(x)		Display for sale, exchange or sell any new motor vehicle without valid franchise	D
	31-16-108(a)(xi)		Import, display for sale, sell, or exchange new or used vehicle manufactured outside the U.S. not meeting federal regulations	D
	31-16-108(a)(xii)		Advertise, display, sell, or exchange vehicle with less than 1,000 miles without proper license or title	D
	31-16-118		Replacement or repair of odometer	E
	31-16-119		Disconnecting, resetting, or turning back odometer	D
	31-16-120		Selling vehicle knowing odometer turned back	E
	31-16-121		Selling vehicle knowing odometer replaced unlawfully	E
	31-16-122		Use of device which causes other than true mileage to register	E
	31-16-126		Misuse of demo/full-use/temp plates	B

1B. REPORTING OF SPECIAL TAXES

	39-17-208		Dyed Fuel	\$530.00
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2. COMMERCIAL VEHICLES

The following uniform schedule for deposits for appearances on commercial vehicle violations are established by court rule or by statutory authority (\$20.00 court costs, \$40.00 court automation fee, and \$10.00 civil legal services fee included).

	31-18-201(b)		Registration and licensing commercial vehicles	C
	31-18-201(c)(i) (F)		Failure to declare proper gross weight when registering	B
	31-18-201(g)		Registration and licensing rental vehicle	B
	31-18-201(k)		Display registration	B
	31-18-201(m)		Intrastate registration operation	B
	31-18-201(s)		Fail to obtain single trip permit	B
	31-18-201(u)		No transporter plate or permit	B
	31-18-201(y)		Unlawful use of temp. permit or false info. to obtain permit	B
	31-18-206(c)		Temporary sticker not properly displayed	B
	31-7-137(c)		Failure to apply for duplicate license	B
	31-7-301		Failure to notify DOT of conviction	D

	31-7-306		Commercial driver prohibited from operating with any alcohol in system	\$765.00
	31-18-701		FOR INFORMATION: [PENALTY SECTIONS FOR 31-18-101 THROUGH 607]	
	31-18-203		Mobile machinery—no operation	B
	31-18-205(a)		Mobile machinery permit required	B
	31-18-205(b)		Mobile machinery permit not properly displayed	B
	31-18-303		WYDOT Rule 1 Code of Federal Regulation (CFR), Title 49-- Hazardous materials—parts CFR 171-174.840, 177-179.500 and 180-180.605k	\$370.00
			Motor carrier safety regulation—CFR parts 350-399 including liquor in cab; \$200.00 per out-of-service violation (up to \$750.00);	\$200.00
			COMPLIANCE REVIEW	\$370.00
			Controlled Substance & Alcohol Testing-CFR 382.115(a), CFR 382.201, CFR 382.211, CFR 382.213(b), CFR 382.215, CFR 382.301(a), CFR 382.303(a), CFR 382.303(b), CFR 382.305, CFR 382.309(a), CFR 382.309(b), CFR 382.503, CFR 382.505(a) \$100.00 per violation of all other violations which are not out-of-service criteria (up to \$500.00)	\$100.00
			Except the following six (6) offenses, CFR 391.11(b2), CFR 396.9(c), CFR 397.5, CFR 397.7, CFR 397.13 and CFR 395.13(d)	\$270.00
	31-18-209(f)		No bill of lading for contract carriers; intrastate operation	B
	31-18-301(b)		No authority in vehicle	B
	31-18-301(c)		Failure to produce authority upon demand	B
	31-18-301(c)		Failure to stop at port of entry	E
	31-18-304(a)		No display of name of motor carrier	B
	31-18-404		Misuse of commercial vehicle demo permit	B
	31-18-405(b)		Failure to retain records as required	B
	31-18-501		For violations of 39-17-106(f)	B
	31-18-501		For violations of 39-17-206(c)	B
	31-18-603		Loads on vehicles	B
	31-18-605(a)(i)		Failure to activate flashers	B
	31-18-605(a)(ii)		Failure to stop 15-50' from rail	B
	31-18-605(a)(iii)		Failure to look/listen at railroad crossing	B

	31-18-605(a)(iv)		Shifted gears crossing tracks	B
	31-18-605(a)(v)		Failure to cancel flashers	B
	31-18-606		Metal tire/contact with highway	B
	31-18-703		Failure to obey signs/commercial vehicle	C
	31-18-705		Speed or acceleration contest—commercial vehicles	C
	31-18-802(a)(i) A		Vehicles Over Width Limit	Daytime: D Nighttime: E
	31-18-802(a)(ii) A		Vehicles Over Height Limit	Daytime: D Nighttime: E
	31-18-802(a)(iii) B		Oversize vehicle sign and warning lights required	Daytime: D Nighttime: E
	31-18-802(a)(iv) (A)-(C)		Vehicles Over Length Limit	Daytime: D Nighttime: E
	31-18-802(a)(v)		Violations of legal weight limits (Penalty 31-18-805(e))	
			0 - 2,000	\$95.00
			2,001 - 4,000	\$145.00
			4,001 - 6,000	\$195.00
			6,001 - 8,000	\$220.00
			8,001 - 10,000	\$270.00
			10,001 - 12,000	\$370.00
			12,001 - 14,000	\$470.00
			14,001- 16,000	\$570.00
			16,001 - 18,000	\$670.00
			18,001 - 20,000	\$770.00
			Plus an additional \$200.00 for each 1,000 lbs. or fraction thereof exceeding 20,000 lbs. over the legal limits	
			Over - 20,000	\$1,070.00
	31-18-803		Transporting and towing other vehicles	D
	31-18-804		Oversize and overweight permits	Same bond as 802(ai)-(av)
	31-18-805(a)		Violation of rules, regulations, or conditions of permit (excluding weight violations)	Daytime: D Nighttime: E
	31-18-805(a)		Weight violations in excess of stated permit limits	Same bond as 31-18-802 (for weights <u>over</u> permit limits)
	31-18-808		Oversize—towing disabled vehicles	D
	39-17-106(f)		No permit-Gasoline	B
	39-17-206(c)		No permit-Diesel	B
3. LITTERING				
	6-3-107		Throwing burning substance from vehicle	\$550.00
	6-3-204(a)		Littering	D
	6-3-204(c)		Littering containers with bodily fluids along a highway right of way	\$750.00
	35-10-101		Disposal of dead animals, etc.	D
	35-10-104		Failure of owner to remove dead animal	C

	35-10-401		Obstructing highway and pollution	C
4. GAME AND FISH OFFENSES				
101	23-2-202	Low	Fishing without license by a person 14 years and older	\$250.00
102	23-2-202	Low	Fishing without license by a person under 14 years	\$100.00
103	23-3-201(a)	Low	Fishing with more than 2 rods or poles	\$100.00
104	23-3-201(b)	Low	Fishing with more than 3 hooks/lines	\$100.00
105	23-3-201(c)	Low	Illegal set lines	\$150.00
106	23-3-201(d)	Low	Take, wound or destroy any fish with a firearm	\$250.00
107	23-3-201(e)	Low	Snagging fish where not specifically authorized	\$150.00
108	23-3-202(b)	Low	Use of illegal bait for fishing-live bait	\$150.00
110	23-3-202(c)	Low	Releasing live bait fish without authorization	\$250.00
111	23-3-202(a)	Low	Fish live bait that is not proper type or origin	\$150.00
112	23-3-402	Low	Possess live bait fish without receipt or permit	\$150.00
113	23-3-402	Low	Over limit of game fish	\$150.00 plus \$20.00 per fish
114	23-3-402	Low	Take fish in violation of size or slot limits	\$150.00
115	23-3-303(a)	Low	Waste or abandon game fish	\$150.00 plus \$20.00 per fish
116	23-3-402	Low	Fishing before or after hours	\$150.00
117	23-3-402	Low	Fishing in closed waters	\$150.00
118	23-3-201(a)	Low	Unattended fishing pole or rod	\$100.00
119	23-3-402	Low	Fish adjoining state without reciprocal stamp	\$150.00
120	23-3-204(a)	High	Take/destroy fish-poison, electricity, chemical, explosives	\$640.00
121	23-3-205(a)	Low	Ship or transport game fish without license or tag	\$150.00
122	23-3-403(a)	High	False statement to procure fishing license	\$250.00
123	23-4-101	High	Plant/release fish or eggs without authorization	\$450.00
124	23-4-104	Low	Intent removal/destruction of hatchery fish-value less than \$500.00	\$450.00
126	23-3-402	Low	Ice fishing with more than 6 lines in special regulation areas	\$100.00
127	23-3-402	Low	Fail to attach name to each ice fishing rod, tip-up or line	\$100.00
129	23-3-402	Low	Ice fishing nonattendance-more than 300 yards	\$100.00
130	23-3-402	Low	Possess fish when species or number cannot be determined	\$150.00

131	23-3-402	Low	Possess fish w/o head or tail attached	\$150.00
133	23-3-402	Low	Use game fish flesh as bait	\$150.00
134	23-3-402	Low	Seine or trap fish without a license	\$150.00
135	23-3-402	Low	Use of an illegal seine or net	\$100.00
136	23-3-402	Low	Use of an illegal fish trap	\$100.00
137	23-3-402	Low	Use of an illegal number of fish traps	\$100.00
138	23-3-402	Low	Failure to tag fish traps with name	\$100.00
139	23-3-402	Low	Possess game fish taken in fish trap or seine	\$150.00
140	23-2-206(a)	Low	Take game fish w/spear gun while not submerged	\$150.00
141	23-3-402	Low	Violate underwater fish regulations	\$100.00
142	23-2-208	Low	Landowner fail to provide written statement for fish	\$150.00
143	23-3-402	Low	Illegal transportation of live fish or eggs	\$150.00
144	23-3-402	Low	Illegal tagging or marking of fish	\$150.00
146	23-3-402	Low	Fail to remove ice fishing shelter	\$250.00
147	23-3-402	Low	Conduct fishing contest without prior approval	\$450.00
148	23-3-306(b)	High	Illegal use of artificial light for fishing	\$150.00
149	23-3-402	Low	Use natural bait in artificial bait area	\$150.00
150	23-3-402	Low	Violation of fishing regulations not listed elsewhere	\$150.00
151	23-3-203(a)	Low	Place net, trotline, etc. across water	\$150.00
152	23-3-402	Low	Take bait fish in closed area	\$150.00
153	23-3-402	Low	Fail to immediately release fish during closure	\$150.00
201	23-3-104	Low	Fail to tag big trophy game animal	\$250.00
202	23-3-402	Low	Fail to tag carcass in visible manner	\$150.00
203	23-3-113(a)	Low	Fail to wear fluorescent orange/pink clothing	\$100.00
204	23-3-402	Low	Hunt big game/trophy game/wild bison during closed season	\$820.00
205	23-3-402	Low	Hunt big game/trophy game/wild bison in wrong area	\$250.00
206	23-3-402	Low	Take over limit big game/trophy game/wild bison	\$450.00
207	23-3-102 (a)	High	Take big horn sheep without license	\$2,540.00
208	23-3-102 (a)	High	Take mountain goat without license	\$2,540.00
209	23-3-102 (a)	High	Take mountain lion without license	\$820.00
210	23-3-102 (a)	High	Take grizzly bear without license	\$3,540.00
211	23-3-102(a)	High	Take elk without license	\$1,240.00
212	23-3-102(a)	High	Take moose without license	\$1,790.00
213	23-3-102 (a)	High	Take deer without license	\$820.00
214	23-3-102 (a)	High	Take antelope without license	\$820.00
215	23-3-102 (a)	High	Take black bear without license	\$820.00
218	23-3-106(a)	Low	Ship/transport game w/out game tag within Wyoming	\$150.00

219	23-3-106(b)	Low	Ship/transport game w/out game tag outside Wyoming	\$150.00
220	23-3-111(a)	Low	Illegal firearm for taking big or trophy game	\$250.00
221	23-3-402	Low	Fail to retain evidence of sex, species, antler/horn development on big game/wild bison	\$150.00
222	23-1-703(b)	Low	Apply/rec-moose, sheep, within 5 years	\$450.00
224	23-3-303(a)	Low	Waste or abandon big game	\$450.00
225	23-3-303(b)	Low	Fail to remove carcass within 48 hours	\$250.00
226	23-3-303(c)	Low	Abandon game meat at meat processor	\$250.00
227	23-3-403(a)	High	False statement to obtain antelope, deer, wolf, black bear, or mountain lion license	\$820.00
228	23-3-403(a)	High	False statement to obtain mountain goat, sheep, or moose license	\$2,540.00
229	23-3-402	Low	Purchase more than authorized number of licenses	\$250.00
230	23-3-105(b)	High	Landowner's coupons-false claim for reimbursement	\$450.00
231	23-3-105(b)	Low	Hunter turn coupon into wrong landowner	\$450.00
232	23-3-402	Low	Hunt elk without special Management Stamp	\$100.00
233	23-2-102(a)	Low	Violation of age limit for big or trophy game license	\$150.00
234	23-3-402	Low	Take big game before or after legal hunting hours	\$250.00
235	23-3-402	Low	Take trophy game before or after legal hunting hours	\$250.00
236	23-3-402	Low	Take big or trophy game with wrong type of license	\$250.00
238	23-3-402	Low	False statement/fail to register black bear kill	\$250.00
239	23-3-402	Low	Failure to leave evidence of sex on bear pelt	\$150.00
240	23-3-402	Low	False statement/fail to register mountain lion kill	\$250.00
241	23-3-402	Low	Failure to leave evidence of sex on mountain lion pelt	\$150.00
242	23-3-117	High	Fail to register bighorn sheep	\$250.00
243	23-3-306(a)	High	Take or harass big game/trophy game/wild bison with or from vehicle	\$450.00
244	23-3-402	Low	Fail to take or release treed lion	\$450.00
245	23-2-107(a)	Low	Violation of age restriction to take wild bison	\$150.00
246	23-1-703(c)	Low	Apply/rec-grizzly bear, mountain goat more than once per lifetime	\$450.00
247	23-2-109	High	Multiple applications for limited licenses	\$450.00

248	23-3-406	Variable	Attempt to take simulated wildlife decoy (refer to primary offense – species)	Variable
249	23-3-304(d)	High	Illegal baiting of big game	\$450.00
250	23-3-402	Low	Violation of big game/trophy game/wild bison regulations not listed elsewhere	\$250.00
251	23-3-102 (a)	High	Take gray wolf where classified as a trophy game animal/without license	\$820.00
252	23-3-402	Low	Violation of bear baiting regulations	\$150.00
253	23-3-403(a)	High	False statement to obtain elk license	\$1,240.00
254	23-3-403(a)	High	False statement to obtain grizzly bear license	\$7,540.00
255	23-2-107(d)	High	Take wild bison without license	\$3,040.00
256	23-3-402	Low	False statement/fail to report take of a wolf/predator area	\$250.00
257	23-3-402	Low	False statement/fail to register mountain goat	\$250.00
258	23-3-402	Low	False statement on bighorn sheep registration	\$250.00
260	23-3-402	Low	Fail to tag wild bison	\$250.00
261	23-3-402	Low	Illegal firearm for taking wild bison	\$250.00
262	23-3-402	Low	Waste or abandon wild bison	\$450.00
263	23-3-403(a)	High	False statement to obtain wild bison license	\$3,040.00
264	23-3-402	Low	Take wild bison before or after legal shooting hours	\$250.00
265	23-3-402	Low	Violation of archery equipment specifications for wild bison	\$150.00
266	23-3-402	Low	Take wild bison with wrong type of license	\$450.00
267	23-3-402	Low	Fail to return wild bison harvest card	\$150.00
268	23-3-402	Low	Fail to wear fluorescent orange/pink clothing while hunting wild bison	\$100.00
270	23-3-402	Low	False statement/fail to report/register gray wolf kill/trophy game area	\$250.00
271	23-3-115(c)	Low	Damage—fail to notify killing gray wolf	\$250.00
272	23-3-402	Low	Fail to surrender gray wolf tracking device	\$250.00
275	23-2-107(f)	Low	Violation of wild bison license issuance	\$450.00
276	23-3-402	Low	Take wrong species of big game animal	\$250.00
277	23-3-402	Low	False statement to obtain preference point	\$250.00
278	23-3-109(d)	Low	Violation of requirements for use of blood-trailing dog to track wounded/killed big game	\$250.00
279	23-3-402	Low	Take big game/trophy game/wild bison with thermal or infrared imaging	\$550.00
280	23-3-402	Low	Use real-time video/photography to aid in the take of big game/trophy game/wild bison	\$550.00

281	23-3-402	Low	Sell/barter geographic location to aid in the take of big game/trophy game/wild bison	\$550.00
282	23-3-402	Low	Fail to make reasonable effort to retrieve big game/trophy game/wild bison	\$250.00
301	23-2-407(a)	23-2-417	Outfitting without a license	\$1,530.00
302	23-2-407(a)	23-2-417	Professional guide without a license	\$820.00
303	23-2-415	23-2-417	Failure of a professional guide or outfitter to report a violation	\$550.00
304	23-2-401(a)	Low	Non-resident hunting without guide in wilderness	\$150.00
305	23-3-403(a)	High	False statement to procure commercial license	\$450.00
306	23-2-410(c)(v)	23-2-417	Outfit without area authorization	\$150.00
307	23-2-304(a)	Low	Fur dealer operating without license	\$450.00
308	23-3-402	Low	Failure to keep fur dealer records	\$450.00
309	23-3-401	Low	Taxidermist operating without license	\$450.00
311	23-3-402	Low	Taxidermist-fail to keep records	\$450.00
312	23-3-401	Low	Live bait dealer operating without license	\$450.00
313	23-3-402	Low	Live bait dealer-fail to provide receipt	\$100.00
314	23-3-401	Low	Game bird farm operating without license	\$450.00
315	23-3-402	Low	Game bird farm-no certification of origin	\$450.00
316	23-3-402	Low	Game bird farm-no disease-free certification	\$450.00
317	23-3-402	Low	Game bird farm-no notice of disease infection	\$450.00
318	23-3-402	Low	Game bird farm-fail to release minimum number of birds	\$250.00
319	23-3-402	Low	Game bird farms-fail to keep/provide records	\$450.00
320	23-3-402	Low	Game bird farm-fail to dispose of birds	\$450.00
321	23-5-102	Low	Game bird farm-release game birds without permit	\$250.00
322	23-3-401	Low	Fishing preserve operating without a license	\$450.00
323	23-5-204	Low	Fish preserve-fail to provide proper receipt	\$450.00
324	23-2-304(d)	Low	Fur dealer removing tag, tattoo or mark	\$250.00
325	23-3-402	Low	Failure to provide copy of fur dealer license by employee	\$150.00
326	23-2-305	Low	Prop./Domest. of furbearers without license	\$450.00
327	23-4-102(d)	Low	Fish hatchery-operating without license	\$450.00
328	23-4-102(a)	Low	Fish hatchery-no inspect. prior to planting	\$450.00
329	23-4-102(e)	Low	Fish hatchery-fail to provide certificate of sale	\$450.00
330	23-4-102(g)	Low	Fish hatchery-ship fish/eggs without interstate game tag	\$450.00

331	23-3-402	Low	Commercial or scientific use or collection of wildlife without permit	\$450.00
332	23-2-304(b)	Low	Fur dealer-fail to keep records for cloven hoofed animal hides	\$450.00
333	23-3-404(a)	Low	Tannery-delivery/receipt of game specimens without tag	\$250.00
334	23-5-107	Low	Fail to provide receipt for game birds	\$150.00
335	23-5-108	Low	Take birds on bird farm out of season	\$150.00
336	23-2-418(a)	23-2-417	Compensation of person not licensed as professional guide/outfitter	\$820.00
337	23-3-402	Low	Fail to submit license report in timely manner	\$250.00
338	23-2-302(f)	Low	Taxidermist-fail to submit records in timely manner	\$450.00
339	23-3-402	Low	Fur dealer-fail to submit records in timely manner	\$450.00
340	23-3-402	Low	Game bird farm-fail to submit records in timely manner	\$450.00
341	23-3-402	Low	Live bait dealer-fail to keep records	\$450.00
342	23-3-402	Low	Live bait dealer-fail to submit records in timely manner	\$450.00
343	23-3-402	Low	Live bait dealer-fail to maintain records at business location	\$450.00
344	23-3-402	Low	Game bird farm – Violation of sage grouse regulations	\$450.00
345	23-3-402	Low	Tannery-fail to keep records	\$450.00
346	23-3-402	Low	Tannery-fail to submit records in timely manner	\$450.00
350	23-3-402	Low	Violation commercial regulations not listed elsewhere	\$450.00
391	23-2-410(a)(ii)	23-2-417	Violation state outfitter board rules and regulations	\$150.00
392	23-2-412(a)(i)	23-2-417	Violation of age requirements for guide's license	\$150.00
393	23-2-412(a)(ii)	23-2-417	Outfitter employment requirements for professional guide	\$150.00
394	23-2-416(a)(i)	23-2-417	Fraud or misrepresentation in obtaining outfitter/guide license	\$450.00
395	23-2-416(a)(ix)	23-2-417	Endangering health and safety of client	\$150.00
396	23-2-416(a)(v)	23-2-417	Unethical conduct by outfitter or guide	\$150.00
397	23-2-416(a)(vi)	23-2-417	Substantial breach/contract by outfitter or guide	\$150.00
398	23-2-416(a)(vii)	23-2-417	Violation of terms of license by outfitter or guide	\$150.00
399	23-2-416(a)(viii)	23-2-417	Inhumane treatment/animal by outfitter or guide	\$150.00
401	23-3-103(c)	Low	Take game birds without license	\$150.00
402	23-3-402	Low	Take game birds during closed season	\$150.00

403	23-3-402	Low	Take over limit of game birds	\$150.00 plus \$20.00 per game bird
404	23-3-402	Low	Fail to retain evidence of sex or species on a game bird	\$150.00
405	23-3-403(a)	High	False statement to procure game bird license	\$250.00
406	23-3-303(a)	Low	Waste or abandon edible portions of game bird	\$150.00 plus \$20.00 per game bird
407	23-3-306(a)	High	Take or harass game bird with or from a vehicle	\$250.00
408	23-3-402	Low	Fail to obtain waterfowl stamp prior to hunting	\$100.00
409	23-3-108(a)	Low	Destroy nest or eggs of non-predaceous bird	\$150.00
410	23-3-110 (a)or(b)	Low	Illegal caliber/gauge or unplugged firearm for bird hunting	\$150.00
411	23-3-402	Low	Hunt birds before or after legal hours	\$150.00
412	23-3-402	Low	Fail to use non-toxic shot for waterfowl or in restricted areas	\$150.00
413	23-2-102(c)	Low	Violation of age limit to hunt game birds	\$150.00
414	23-3-104	Low	Fail to tag turkey	\$150.00
415	23-3-116	Low	Fail to notify and/or mark game birds	\$150.00
416	23-3-116	Low	Fail to provide disease free certification	\$150.00
417	23-3-116	Low	No permit for private source game birds	\$150.00
418	23-3-402	Low	Fail to wear fluorescent orange/pink clothing while bird hunting	\$100.00
419	23-3-402	Low	Hunt pheasant without special management stamp	\$100.00
420	23-3-402	Low	Hunt pheasant without special permit as required on Springer and Glendo	\$100.00
421	23-3-402	Low	Fail to obtain HIP Stamp prior to hunting	\$100.00
422	23-3-402	Low	Fail to make reasonable effort to retrieve game bird	\$150.00
450	23-3-402	Low	Violation of game bird regulations not listed elsewhere	\$150.00
501	23-2-105(c)	Low	Take/export falcon without license or permit	\$450.00
502	23-3-402	Low	Take falcon during closed season or in wrong area	\$450.00
503	23-3-403(a)	High	False statement to procure falconry license	\$450.00
504	23-3-402	Low	Fail to comply with facility and equipment requirements	\$150.00
505	23-3-402	Low	Failure to mark raptors	\$250.00
506	23-3-402	Low	Illegal transfer of raptors	\$450.00
507	23-3-402	Low	Illegal sale of raptors	\$450.00
508	23-3-402	Low	Illegal possession of raptor parts	\$450.00
509	23-3-402	Low	Illegal possession of raptor eggs	\$450.00

511	23-2-105(b)	Low	Hunt with falcon without a license	\$150.00
512	23-3-402	Low	Hunting with falcon during closed season	\$150.00
514	23-3-108(a)or(c)	High	Destroy eagle nest or eggs	\$820.00
550	23-3-402	Low	Violation of falcon regulation not listed elsewhere	\$150.00
601	23-2-102(b)	Low	Take small game without license—age limits	\$150.00
602	23-3-402	Low	Take over limit of small game	\$150.00 plus \$20.00 per animal
603	23-3-402	Low	Take small game out of season	\$150.00
604	23-3-103(c)	Low	Take furbearer animal without a license	\$450.00
605	23-2-303(d)	Low	Fail to check steel-jawed leghold traps within 72 hours	\$250.00
606	23-2-303(d)	Low	Failure to tag traps and/or snares	\$150.00
607	23-3-304(b)	High	Use game parts for bait	\$450.00
608	23-3-304(a)	High	Take game animal with pit, trap, etc.	\$450.00
609	23-3-402	Low	Fail to tag Bobcat pelt	\$150.00
610	23-3-403(a)	High	False statement to procure small game license	\$250.00
611	23-3-403(a)	High	False statement to procure trap, furbearer license	\$250.00
612	23-3-402	Low	Take furbearer out of season	\$450.00
613	23-3-303(a)	Low	Waste or abandon small game	\$150.00 plus \$20.00 per animal
614	23-3-306(a)	High	Take or harass small game or furbearer with or from vehicle	\$250.00
615	23-2-303(d)	Low	Fail to check snare or quick kill body grip trap at least once each week	\$150.00
616	23-2-303(d)	Low	Set trap or snare within 30' of exposed bait or carcass over 5 lbs. in weight	\$150.00
618	23-2-303(d)	Low	Snare without a break-away lock	\$250.00
619	23-2-303(d)	Low	Snare with break-away lock over 295 lbs.	\$250.00
620	23-2-303(d)	Low	Snare set with loop in excess of 12"	\$150.00
621	23-2-303(d)	Low	Fail to immediately remove wildlife caught in any trap/snare	\$150.00
622	23-2-303(g)(i)	Low	Unlawful tampering or removal of a trap or snare	\$250.00
623	23-2-303(g)(ii)	Low	Unlawful release or removal of a furbearer or predator from a trap or snare	\$250.00
624	23-3-402	Low	Fail to immediately report non-target wildlife caught in trap/snare	\$450.00
625	23-3-402	Low	Fail to make reasonable effort to retrieve small game	\$150.00
650	23-3-402	Low	Violation of small game/furbearer regulations not listed elsewhere	\$150.00
701	23-2-104(c)	Low	Take game during special archery pre-season without a license	\$150.00

702	23-2-104(d)	High	Archer use firearm during special archery season to take big or trophy game	\$250.00
703	23-2-104(e)	Low	Violation of archery equipment specifications	\$150.00
704	23-3-403(a)	High	False statement resident archery license	\$250.00
750	23-3-402	Low	Violation of archery regulations not listed elsewhere	\$150.00
801	23-6-205 (a)or(b)	Same as Principal	Accessory before/after the fact (aid/abet)	Same as principal
802	23-6-103(a)	Low	Fail to appear on bondable offense	\$250.00
804	23-3-305(a)	Low	Hunt/shoot/kill wildlife from highway	\$250.00
805	23-3-305(b)	Low	Hunt, trap, fish or collect antlers/horns on private land without permission	\$450.00
806	23-3-305(c)	Low	Shooting from/across or along roadways	\$250.00
807	23-3-305(d)	Low	Shooting from/across enclosed lands without permission	\$250.00
808	23-3-305(e)	Low	Hunting on private land at night without permission	\$450.00
809	23-3-306(b)	High	Take wildlife with artificial light	\$550.00
810	23-3-402	Low	Possess protected species or any part thereof	\$150.00
811	23-3-402	Low	Violations of non-game regulations	\$150.00
812	23-2-106(c)	Low	Violation of hunter mentor (hunter safety) program	\$100.00
813	23-3-302	Low	Sale of game meat or game fish	\$450.00
814	23-3-301 (a)or(b)	Low	Import/sell game animals/wildlife/possess live wildlife	\$450.00
815	23-2-306(a)	Low	Fail to purchase conservation stamp	\$100.00
816	23-2-306(a)	Low	Fail to produce conservation stamp	\$100.00
817	23-3-402	Low	Fail to sign conservation stamp	\$100.00
818	23-2-106(a)	Low	Fail to demonstrate proof of hunter safety course completion	\$100.00
819	23-2-106(a)	Low	Fail to take hunter safety course	\$100.00
820	23-3-402	Low	Transfer of license, stamp, tag or coupon	\$450.00
821	23-3-308(a)	Low	Fail to stop at established check station	\$100.00
822	23-2-101(c)	Low	Landowner signature on license as proof of permission	\$150.00
823	23-3-403(a)	High	False statement to procure game tag	\$450.00
824	23-3-402	Low	Fail to obey regulatory sign on department land	\$150.00
830	23-6-204(c)	Low	Take any wildlife not prescribed by act and no separate penalty	\$250.00
831	23-3-112(a)	High	Take any wildlife by use of an automatic weapon	\$550.00
832	23-3-307(a)	Low	Hunting while under influence of drugs or alcohol	\$820.00
833	23-6-206(b)	High	Procure, purchase or possess another license while under suspension	\$820.00

834	23-3-405(a)	Low	Interfere with the lawful taking of wildlife	\$250.00
835	23-3-405(c)	High	Fail to obey peace officer in reference to 23-3-405(a)	\$450.00
837	23-3-109(a)	Low	Use of dog to hunt/run/harass big or trophy game	\$250.00
838	23-3-109(c)	Low	Dog(s) chasing big game	\$150.00
839	23-3-402	Low	Violation concerning live wildlife or exotic animal, chapter 10	\$250.00
841	23-3-115(b)	Low	Damage--fail to notify killing bear, lion, bobcat	\$150.00
842	23-3-204(b)	High	Allowing refuse or other substance to pass into public water	\$450.00
843	23-3-402	Low	Take wrong sex of animal	\$250.00
844	23-3-402	Low	Apply for preference points while under suspension	\$450.00
845	23-3-402	Low	Apply for preference points within 5 year waiting period	\$450.00
846	23-3-402	Low	Violation of Chapter 23 Regulations Governing Uses of Lands and Waters Administered by the WGF Commission	\$250.00
847	23-3-402	Low	Alteration of license	\$250.00
848	23-3-403(a)	High	Resident Lifetime License (fishing, game bird and small game only)	\$450.00
849	23-3-403(a)	High	Resident Lifetime License (combination licenses)	\$820.00
851	36-2-107(b)(ii)		Closed/off road violation on state land	\$250.00
852	36-2-107(b)(iv)		Violation of fire rules on state land	\$250.00
853	36-2-107(b)(v)		Camping violation on state land	\$250.00
854	23-3-306(a)	High	Take or harass nongame with or from a vehicle	\$250.00
855	23-3-402	Low	Violation of antler collection regulation	\$450.00
859	36-2-107(b)(vi)	Low	Violation of antler hunting regulation on State Lands	\$450.00
865	23-4-203(b)	High	Fail to Stop at AIS check station	\$100.00
866	23-4-204(b)	High	Fail to purchase an AIS program decal	\$150.00
867	23-4-204(a)	High	Improper display/wrong AIS decal	\$150.00
868	23-4-203(a)	High	Violation of AIS regulation not listed elsewhere	\$450.00
869	23-4-202	High	Launch watercraft without an AIS inspection	\$450.00
870	23-3-303(a)	Low	Illegal possession of big game parts from wasted animal	\$450.00
871	23-3-301(c)	High	Import/possess wildlife taken illegally out of state	\$450.00
872	23-3-112(c)(i)	High	Use of silencer/take big/trophy game without a license	\$820.00
874	23-3-112(c)(iii)	High	Use of silencer/trespass/take big or trophy game animal	\$820.00

875	23-3-112(c)(iv)	High	Use of silencer/take big/trophy game animal out of season	\$820.00
876	23-3-402	Low	Violation of human presence closure on Wildlife Habitat Management Area	\$250.00
901	41-13-102		Operate unnumbered boat	\$150.00
902	41-13-104(a)		Fail to display identification number on boat	\$100.00
903	41-13-104(a)		Fail to produce certificate of number for inspection	\$100.00
904	41-13-104(a)		Improper numbering on watercraft	\$100.00
905	41-13-203		Careless operation of watercraft	\$250.00
909	41-13-210		Riding on bow or gunwales of watercraft	\$100.00
910	41-13-211(b)		Operate watercraft in restricted area	\$100.00
911	41-13-208		Overloading watercraft	\$100.00
912	41-13-209(a)		Operate overpowered watercraft	\$100.00
913	41-13-212(a-e)		Water-skiing violations	\$100.00
914	41-13-213		Fail to provide life jackets	\$150.00
915	41-13-213		Fail to provide fire extinguisher	\$100.00
916	41-13-213		Operate boat at night without lights	\$100.00
917	41-13-209(b)		No muffler or noise suppression devices on watercraft	\$100.00
918	41-13-219		Allow operation of watercraft by underage person	\$150.00
919	35-10-403		Watercraft for hire without personal floatation devices	\$150.00
921	41-13-213		No sound producing devices on watercraft	\$100.00
922	41-13-218		Violation of watercraft numbering rules	\$100.00
923	41-13-216(c)		Operation of watercraft while privilege to operate is denied	\$450.00
924	41-13-105(a)		Fail to stop or render aid	\$150.00
925	41-13-105(d)		Failure to file USCG accident report with the department within 10 days	\$150.00
926	41-13-218		Personal watercraft-wake jumping	\$150.00
927	41-13-218		Personal watercraft-no kill switch	\$100.00
928	41-13-218		Watercraft creating wake within 100 feet of vessel or persons in the water	\$150.00
929	41-13-218		Failure to require children 12 and under to wear a life jacket	\$150.00
940	41-13-218		Violation of watercraft regulations not elsewhere	\$100.00
941	41-13-105(b)		Failure of operator to immediately report accident	\$250.00
942	41-13-111(a)		Altering HIN or Motor serial number	\$250.00
943	41-13-111(b)		Giving false information on accident report	\$250.00
944	41-13-209		Motorboat equipped with exhaust system cutout	\$100.00

945	41-13-211		Failure to operate watercraft in accordance with buoys or markers	\$100.00
946	41-13-220(a)		Failure to stop for enforcement officer	\$250.00
947	41-13-220(b)		Emergency lights on unauthorized watercraft	\$100.00
948	41-13-213		Failure to provide throwable flotation device	\$100.00
949	41-13-213		Failure to provide an orange skier down flag	\$100.00
5. LIVESTOCK OFFENSES				
Animal Welfare				
	6-3-203(b)		Failing to provide food, drink or protection	\$550.00
Predatory Animals				
	11-1-103		Importation of domestic animals (Chapter 8 Rules)-1 st offense	D
	11-1-103		Importation of domestic animals (Chapter 8 Rules)-2 nd offense	E
	11-6-210(a)		Failure to pay predator animal control fee on bovine and ovine at time of brand inspection	D
	11-6-210(f)		Failure to pay predator animal control fee on bovine and ovine/commercial feedlot	D
Livestock Board and State Veterinarian				
	11-18-103(a)(v)		Violations of agency rules and regulations	D
	11-18-112		Refusal to provide assistance to Federal or State authorities	C
Contagious and Infectious Diseases Among Livestock				
	11-19-101(b)		Failure to comply with order of State Veterinarian, turning loose infected animal	E
	11-19-102		Duty of public to report diseases to State Veterinarian	D
	11-19-111		Violations of agency rules and regulations	D
Tuberculin Test of Dairy Cattle				
	11-19-215		Interference/refusal to gather and test dairy cattle	C
Tuberculosis Modified Accredited Area				
	11-19-304		Prohibition of importation of cattle	C
	11-19-306		Violation of agency rules and regulations	C
Brucellosis Test of Cattle				
	11-19-401		Failure to tag, brand & dispose of reactor cattle	C

Regulation and Inspection of Sheep				
	11-19-501(a)		Notice of Importation	C
	11-19-501(b)		Violation of agency rules and regulations	C
	11-19-502		Unloading sheep in transit	C
	11-19-503		Importing infected sheep	C
	11-19-504		Refusal to give information	C
	11-19-505		Owner liability, when arrest necessary, service of summons and complaint	C
Branding and Ranging				
	11-20-102		Stock running at large to be branded	C
	11-20-110		Recorded brand; bill of sale; when title vests	C
	11-20-114		Use of unrecorded or abandoned brand	D
	11-20-117(a)		Claiming ownership/identifying livestock with unrecorded brand	D
	11-20-118		Drover's stock to be kept separate; return commingled livestock to owner	C
	11-20-119		Drover's stock, liability for injury to property	C
	11-20-120		Driving cattle from home range	C
Inspection for Brands and Ownership				
	11-20-202		Duties of board; enforcement of provisions; rules and regulations	C
	11-20-203		Inspection of brands at time of delivery or removal from county; certificate required	D
	11-20-204		Brand inspector not to inspect his own livestock	C
	11-20-205(d)		Removal of strays from county	C
	11-20-206(a)		Certificate of inspection in possession of carrier	C
	11-20-206(b)		Failure to exhibit certificate of inspection upon demand	C
	11-20-208		Furnishing false proof of ownership	E
	11-20-209		When inspection not required	C
	11-20-210		When inspection not required; certain importations; compliance with health and quarantine regulations required	C
	11-20-211		When inspection not required; contiguous range	C
	11-20-212		Intrastate accustomed range permits	C
	11-20-214(a)		Brand inspector may inspect at his discretion; voluntary inspections	C
	11-20-216		Truck-fleet shipment permit	C
	11-20-217(b)		Certificates and agreements in lieu of inspection (G Form)	C
	11-20-219(a)		Certificates and agreements in lieu of inspection, filing distribution and display (G Form)	C

	11-20-219(b)		Certificates and agreements in lieu of inspection, failure to deliver at destination (G Form)	C
	11-20-219(c)		Certificates and agreements in lieu of inspection, failure to exhibit upon demand (G Form)	C
	11-20-220		Diverted shipments	D
	11-20-221		Common carriers not to receive livestock for transportation without certificate	D
	11-20-222		Unbranded calves; inspection at request of stockman	C
	11-20-223(a)		Interstate accustomed range permit; rules and regulations	C
	11-20-224		Permanent brand inspection certificate (L Form)	C
	11-20-225(a)		Annual brand inspection certificate (H Form)	C
	11-20-226		Certificates to be signed and in possession (L and H Forms)	C
	11-20-227		Fraudulent use of certificate and movement permit	C
Transporting Animals and Poultry by Vehicle				
	11-21-102		Display of permit to peace officer; written statement in lieu of permit	C
	11-21-104		Prohibited acts (false statement, false or forged permit, refuse or neglect to exhibit)	C
Livestock Markets				
	11-22-102		Violations of agency rules and regulations	D
	11-22-104		Market license requirement	E
	11-22-106(a)		Market license; cancellation	C
	11-22-107(a)		\$25,000.00 bond required	C
	11-22-107(b)		\$25,000.00 bond statement required	C
	11-22-108		Market license posting	C
	11-22-110		Sanitation; veterinarian supervision required	C
	11-22-111		Scales; inspection and testing	C
	11-22-112		Records of receipts and sales	C
	11-22-113(a)		Health inspection on livestock prior to sale at livestock auction; brand inspection on livestock before leaving livestock auction	C
	11-22-113(b)		Report of branded/unbranded livestock sold at livestock auction	C
	11-22-114		Removal of livestock from establishment	C
	11-22-115		Removal of veterinarian	C
	11-22-116		Warrant of title; disposition of proceeds from sale	C

	11-22-117		Dispersal sales at livestock markets; same requirements	C
Hides and Carcasses				
	11-23-101		Sale of carcass without inspection	\$845.00
	11-23-102(a)		Only inspected livestock to be slaughtered; record of cattle slaughtered	\$845.00
	11-23-102(b)		Record of cattle slaughtered	\$845.00
	11-23-103		Purchase of unstamped carcass prohibited	\$845.00
	11-23-104		Exhibition upon demand of hides or certificates of beef cattle	\$845.00
	11-23-106(d)		Cold storage locker plant; stamp on tag; certificate in lieu of stamp; filing and inspection of certificate	C
	11-23-107(a)		Killing of horses for meat; produce un-mutilated hide or certificate of inspection	\$845.00
	11-23-108(a)		Hide mutilation of equine, bovine, caprine, swine, ovine	\$845.00
Purchases, Sales and Transportation; Brand Inspections				
	11-23-202		Hide buyer; bill of sale required; contents; copy to seller	C
	11-23-203		Hide buyer; record of purchases to be kept; contents	C
	11-23-204		Hide buyer; inspection for interstate commerce; certificate	C
	11-23-206		Hide inspection for stock killed by transportation company	C
Transportation of Carcasses to Rendering Plants				
	11-23-301		Removal of carcasses intrastate	C
	11-23-302		Removal of carcasses interstate; inspection	C
	11-23-303		Hide inspection certificate	C
	11-23-304		Inspection fee collection; disposition	C
Estrays				
	11-24-103		Taking up estrays	C
	11-24-105(a)		Permit required to gather unclaimed equine	C
	11-24-105(b)		Disposal of unclaimed equine	C
	11-24-108(a)		Stock at large or picketed on public highways	E
Swine, Goats or Elk Running at large				
	11-26-101(a)		Swine, goats, elk, or exotic livestock prohibited to run at large	C
Feeding Untreated Garbage to Swine				
	11-27-104(a)		Feeding permit required	C
	11-27-105		Violation of agency rules and regulations	C
	11-27-106		Treatment of garbage before feeding	C
	11-27-107		Violation of agency rules and regulations	C

Fences and Cattle Guards				
	11-28-103(a)		Construction of unlawful wire fence-1 st offense	A
	11-28-103(a)		Construction of unlawful wire fence-subsequent offense	C
	11-28-103(b)		Reconstruct unlawful wire fence within thirty days-1 st offense	A
	11-28-103(b)		Reconstruct unlawful wire fence within thirty days-subsequent offense	C
	11-28-104		Fences across roads	C
	11-28-107		Leaving open, destroying lawful fence	C
Protection of Domestic Animals				
	11-29-103		Impounded animals to be fed	D
	11-29-106		Interference with Livestock Board officer or agent	E
Offenses Concerning Livestock and Other Animals				
	11-30-106(a)		Removing skins for carcasses	C
	11-30-108		Desertion and abandonment of sheep by herder	E
	11-30-109		Taking horses and equipment without consent of owner	C
	11-30-110		Appropriation of horse or mule on open range without permission	C
	11-30-112		Abuse or negligent treatment by bailee	D
	11-30-114(a)		Tampering or sabotaging exhibition livestock prohibited	C
	11-30-114(b)		Using unapproved drugs on exhibition livestock prohibited	C
Dogs and Cats				
	11-31-104		Poisoning or killing with ground glass	D
	11-31-108		Running livestock	C
	11-31-213		Registration; vaccination certificate	C
Animals Running at Large				
	11-31-301(c)		Animal running at large or has attacked a person-1 st offense	B
	11-31-301(c)		Animal running at large or has attacked a person-2nd offense	C
	11-31-301(e)		Dog which has attacked a person	C
	11-31-301(h)		Failure to purchase county license or tag	A
Poultry				
	11-32-102		Violation of agency rules and regulations	C
	11-32-103(a)		Labeling of shipments	C
	11-32-103(b)		Labeling of shipments	C
	11-32-104		Agency rules and regulations	C

6. STATE PARKS AND HISTORIC SITES

Violations of Agency rules and regulations

Bail (which includes \$20.00 court costs plus \$40.00 court automation fee plus \$10.00 civil legal services fee) may be forfeited for the following offenses: (penalty 36-4-115)

24001	5		Abandoned property	B
24002	6(a)		Aircraft; Aircraft landing prohibited	C
24003	6(b)		Aircraft; Air delivery prohibited	C
24004	6(e)		Aircraft; Sailplanes, gliders, parasailing, hot air balloons, body kites and hang gliders prohibited	C
24005	7(a)		Camping; Designated areas only	C
24006	7(b)		Camping; 14 day maximum	C
24007	7(c)		Camping; Permit required	C
24008	7(d)		Camping; Digging prohibited	C
24009	7(e)		Camping; Quiet hours	C
24010	7(f)		Camping; Saving sites prohibited	C
24011	7(h)		Camping; Maximum occupancy	C
24012	11(b)(7)(i)		Camping; Prohibited at Bear River, Edness K. Wilkins and Hot Springs State Parks	A
24013	7(k)		Camping; Prohibited on docks, beaches, parking lots and day use areas	C
24014	7(l)		Camping; Disabled sites reserved for eligible persons	C
24015	7(m)		Camping; Occupancy of sites reserved for another prohibited	C
24016	7(p)		Camping; Nightly occupancy required	C
24017	8(b)		Closures; Failure to abide by posted signs	C
24018	8(d)		Closures; Exceeding capacity limits	C
24019	9(a)		Conduct; Disorderly conduct	C
24020	9(b)		Conduct; Use of park land or facilities under the influence	D
24021	9(c)		Conduct; Interfere with park employee	C
24022	9(d)		Conduct; Noise disturbance	A
24023	9(e)		Conduct; Possess container in excess of 2 gallons of alcohol	A
24024	9(g)		Conduct; Fireworks	C
24025	9(h)		Conduct; Nudity prohibited	A
24026	10(a)		Pets; Must be on leash	A
24027	10(b)		Pets; Prohibited in public eating places	A
24028	10(e)		Pets; Grazing prohibited	A
24029	10(f)		Pets; Unattended over one hour	C
24030	11(a)		Fires; Confined to fire rings	B
24031	11(b)		Fires; Unattended fires	B
24032	11(c)		Fires; Fire ban	C
24033	12(b)		Fishing; Fishing in closed areas	B

24034	12(c)		Fishing; Within 20 yards of boat ramp, boat dock, mooring area or designated beach area prohibited	B
24035	12(d)		Fishing; Fishing from motor vehicle bridge prohibited	B
24036	12(e)		Hunting; Hunting within 400 yds	C
24037	13(b)		Permits; Camping	A
24038	13(c)		Permits; Daily Use	A
24039	13(d)		Permits; Special use	A
24040	14		Picnicking	A
24041	15(a)		Preservation; Destruction, injury or defacement prohibited	C
24042	15(b)		Preservation; Gathering or possession of fruits and berries for purpose of sale prohibited	C
24043	15(c)		Preservation; Use of metal detector without permission prohibited	C
24044	15(d)		Preservation; Destroying, digging or cutting of live plants prohibited	C
24045	15(e)		Preservation; Removal of dead timber for purpose of sale is prohibited	C
24046	15(f)		Preservation; Tampering with state vehicles prohibited	C
24047	16(a)(i)		Public safety; Possession of explosives on park lands prohibited	C
24048	16(a)(ii)		Public safety; Use or display of weapon prohibited	C
24049	16(a)(iii)		Public safety; Discharge of firearm	D
24050	16(b)		Public safety; Glass beverage containers prohibited	C
24051	17(b)		Sanitation; Dumping refuse or wastes prohibited	C
24052	17(c)		Sanitation; Bathing at hydrants prohibited	C
24053	17(d)		Sanitation; Polluting or contaminating watershed or water supply prohibited	D
24054	17(e)		Sanitation; Placing trash in comfort station prohibited	C
24055	17(f)		Sanitation; Urinating or defecating other than at comfort stations prohibited	C
24056	17(g)		Sanitation; Dumping private property garbage or trash in government container prohibited	C
24057	18(a)		Trail use; Bicycle and equestrian use prohibited where posted	B
24058	18(b)		Trail use; Fail to yield to equestrian riders	B
24059	18(c)		Trail use; Motorized vehicles prohibited	C

24060	18(d)		Trail use; Riding or hitching animals in campgrounds prohibited	B
24061	18(f)		Trail use; Pedestrians frightening or interfering with animals	B
24062	18(g)		Trail use; Damaging trails	B
24063	19(a)		Solicitation; Commercial solicitation prohibited	A
24064	19(b)		Solicitation; Unauthorized signs or advertising prohibited	A
24065	19(c)		Solicitation; Begging and hitchhiking prohibited	A
24066	21(a)		Vehicle (off road)	D
24067	21(b)		Vehicle (speed limit)	B
24068	21(c)		Vehicle (campground)	A
24069	21(e)		Vehicle (exhibition driving)	C
24070	21(f)		Vehicle (careless driving)	D
24071	21(g)		Vehicle (registration, driver's license, and insurance)	B
24072	21(h)		Vehicle (ORV decal)	B
24073	21(i)		Vehicle (ORV driver's license)	B
24074	22(b)		Water sports; Fires on designated beach areas prohibited	A
24075	22(c)		Water sports; Glass containers on designated beach areas prohibited	C
24076	22(d)		Water sports; Fishing on designated beach areas prohibited	B
24077	22(e)		Water sports; Nudity on designated beach prohibited	A
24078	22(f)		Water sports; Dressing or undressing on designated beach prohibited	A
24079	22(g)		Water sports; Animals on designated beach prohibited	A
24080	23(d)		Water sports; Boat launch area	A
24081	24(a)(i)		Curt Gowdy State Park; No swimming	A
24082	24(a)(ii)		Curt Gowdy State Park; No vehicle or debris on ice	A
24083	24(a)(iv)(a)		Curt Gowdy State Park; Permit for alcohol in Amphitheater, Hynds Lodge	B
24084	24(a)(v)		Curt Gowdy State Park; No pets in reservoirs	A
24085	24(b)(i)		Hot Springs State Park; No bicycles on sidewalks	A
24086	24(b)(ii)		Hot Springs State Park; No camping	A
24087	24(b)(iii)		Hot Springs State Park; Quiet hours	A
24088	24(b)(iv)		Hot Springs State Park; Open alcohol container	A
24089	24(b)(v)		Hot Springs State Park; Alcohol permits	A

24090	24(b)(vi)		Hot Springs State Park; No diving into Big Horn River	A
24091	24(b)(viii)		Hot Springs State Park; Removing mineral water	A
24092	24(b)(ix)		Hot Springs State Park; No skateboards on streets	A
24093	24(b)(x)		Hot Springs State Park; School zones	A
24094	24(b)(xi)		Hot Springs State Park; Snow emergency	A
24095	24(b)(i)		Hot Springs State Park; No bicycles on sidewalks	A
24096	24(c)(i)		E.K. Wilkins State Park; Pets prohibited	A
24097	24(c)(ii)		E.K. Wilkins State Park; Dog training areas restricted	A
24098	24(c)(iii)		E.K. Wilkins State Park; Motorized watercraft prohibited	A
24099	24(c)(iv)		E.K. Wilkins State Park; Ponds closed to fishing	A
24100	24(d)		Sinks Canyon State Park; Trail use restrictions	A
24101	24(e)(iv)		Bear River State Park; Use of game calls prohibited	A
24102	24(e)(vi)		Bear River State Park; Tractor trailers prohibited	A
24103	24(f)		Guernsey State Park; Watercraft launch from boat ramps only	A
24104	24(g)(i)		Ft. Bridger State Historic Site; Camping prohibited	A
24105	24(g)(ii)		Ft. Bridger State Historic Site; Alcohol consumption prohibited	A
24106	24(g)(iii)		Ft. Bridger State Historic Site; Motorized vehicles prohibited on trails	A

7. NATRONA COUNTY PARKS

	18-9-201(a)(i)		Alcova	B
	18-9-201(a)(i)		Pathfinder	B
	18-9-201(a)(i)		Gray Reef	B
	18-9-201(a)(i)		Hell's Half Acre	B
	18-9-201(a)(i)		Vista West Park	B
	18-9-201(a)(i)		Poison Spider Rifle Range	B
	18-9-201(a)(i)		Beartrap Meadow Park	B
	18-9-201(a)(i)		Casper Mountain Park (includes cross country ski trails)	B
	18-9-201(a)(i)		Archery Range	B
	18-9-201(a)(i)		Ponderosa Park	B
	18-9-201(a)(i)		Rotary Park	B
	18-9-201(a)(i)		Crimson Dawn	B
	18-9-201(a)(i)		Bridal Trail	B
	18-9-201(a)(i)		Centennial (Alcova)	B

8. MISCELLANEOUS				
	14-3-302(a)		Sales or delivery of nicotine to person under the age of twenty-one (21) years -1 st offense	\$320.00
	14-3-303(a)		Vending machine signage for nicotine products – 1 st offense	\$320.00
	14-3-303(b)(i)		Vending machine location for nicotine products – 1 st offense	\$320.00
	14-3-303(b)(ii)		Self-service display of nicotine products – 1 st offense	\$320.00
	14-3-304(a)		Purchase of nicotine by person under the age of twenty-one (21) years	\$25.00
	14-3-305(a)		Possession or use of nicotine by person under the age of twenty-one (21) years	\$25.00
	14-3-309(a)		Seller to perform age verification of purchaser for remote sales of nicotine – 1 st offense	\$320.00
	14-3-309(b)		Seller to use delivery method requiring signature of person \geq 21 years of age upon delivery of nicotine products – 1 st offense	\$320.00

The above revised bail deposit and forfeiture schedule shall become effective **July 1, 2020.**

From: Justin Schilling <jschilling@wyomuni.org>
Sent: Wednesday, May 20, 2020 6:58 PM
Subject: WAM Update After Legislative Special Session 1



Legislative Update

The Wyoming Legislature convened in special session on May 15th to consider four bills to determine how to disburse the \$1.25 billion in CAREs funding that the State recently received. The House and Senate ran mirror bills (similar to a budget bill). These bills included:

- HB 1001/SF1001 Emergency Appropriation-COVID-19 funds
- HB 1002/SF 1002 Emergency government action-COVID-19
- HB 1003/SF1003 Emergency budgeting-COVID-19
- HB 1004/SF1004 COVID-19 business relief programs.

In addition to these four bills, the Senate considered a bill brought by Senator Kinskey (SF 1005) that would provide immunity to employers from claim brought from employees who contracted the virus at work. This bill was not considered, but the substantive portions of the bill concerning employer liability were incorporated in HB1002.

During the two-day session, the legislature debated, amended and passed HB 1001/SF1001, HB 1002/SF1002, and HB1004/SF1004. HB1003 was soundly defeated by the House of Representatives. The bills that passed are detailed below as well as a summary of the major elements of each bill.

Senate File 1001/HB 1001 - (Senate Enrolled Act 0001)

This bill provided legislative findings that established four areas the Legislature intends to fund, to the extent allowable, pursuant to the CAREs Act. The bill appropriated these funds to the Office of the Governor for broad categories of expenditures authorized by the Legislature. The bill releases the appropriation in three funding phases.

The expenditures authorized (but not appropriated) by this bill included:

- Expenses incurred by state entities, including costs under 2020 Senate File 1002
- Expenses incurred by cities, towns and counties in allocations determined by SLIB;
- Provision of grants to Wyoming health care providers, rural health care districts, hospital districts, and health care facilities to respond to the public health emergency, subject to the approval of the SLIB;

- Operational or capital construction expenses at any hospital or other health care facility that is operated by a governmental entity,
- Capital construction expenses to improve the State's capacity to provide mental health services, subject to the approval of the State Building Commission;
- Expenses to address food insecurity, as determined by the Governor,
- Expenses of the judicial and legislative branches;
- Provision of grants for expenses incurred on the Wind River Reservation, subject to the approval of the SLIB;

The bill also established three tranches to disburse the \$1.25 billion. These include;

- On the effective date of the bill \$450 million is to be released
- On July 15th \$400,000,000 plus any amounts remaining from the first phase is released
- On September 15th, \$400,000 plus any amounts remaining from previous two phases are to be released.

The bill authorizes the Governor to establish temporary, emergency programs consistent with the terms of the bill to carry out the expenditures authorized by the bill. Temporary programs would terminate on December 30, 2020, unless continued by the Legislature. The bill conditions appropriated funds on a review by the Attorney General and reporting sufficient to comply with federal requirements.

HB1002/SF 1002 - (Senate Enrolled Act 0002)

This bill establishes for the period 1/1/20 – 12/30/20 a COVID-19 illness is an "injury" that is presumptively covered by the workers compensation program and those claims made during this period would not be included the employers experience rating.

This bill also amends existing the liability immunity statute related to public health emergencies to clarify its applicability to business entities and to clarify the types of conduct to which it applies.

The bill allows the Workforce Services to delay employer's worker's compensation and unemployment compensation premiums if federal relief funds are available to fund the delayed payments and for a period that maintains the actuarial soundness of both programs;

This bill provide \$15 million to the Wyoming Community Development Authority (WCDA) to assist landlords and renters who have been impacted by the COVID crisis. The bill provides funds to a landlord providing a home to a residential tenant if the landlord is losing at least 25% of rent payments, the tenant is unable to pay rent and the tenant's job has been impacted by COVID-19. The landlord cannot evict the tenant or charge additional rent while participating in the program. This program also provides rent, security deposits, mortgage payments assistance to those impacted by the COVID-19 pandemic.

HB1004/SF1004 – HEA 001

This bill creates three programs designed to provide financial relief to Wyoming businesses impacted by the COVID-19 pandemic and the state and local orders that closed businesses or resulted in business interruptions. The Wyoming Business Council is required to administer the following three programs created in this bill:

The Wyoming Business Interruption Stipend Program (\$50 million)

This program reimburses eligible businesses for the costs of business interruptions caused by required closures. This program is available for independently owned and operated Wyoming businesses with 50 or less full-time employees. The program provides each eligible business with a base \$20,000 stipend plus an additional \$2,000 based on the number of full-time or part-time employees or based on total employee hours worked in the last year, with stipends not exceeding \$50,000 for each business. Preference must be given to eligible businesses that did not receive federal Paycheck Protection Program funding.

Coronavirus Business Relief Stipend Program (\$275 million)

Provides stipends to eligible businesses adversely impacted by the COVID-19 pandemic and by required closures. The stipends are available for independently owned and operated Wyoming businesses with 100 or less full-time employees, although the Business Council can set aside the employee requirement for good cause shown. Stipends are limited to \$300,000 per eligible business and can be spent only on specified expenditures related to the business interruption and recovery of the eligible business.

Coronavirus Mitigation Stipend Program – (\$50 million)

Reimburses eligible businesses for COVID-related expenses (including cleaning/sanitizing, protection and safety equipment, hiring additional employees, and providing training to protect the health and safety of the workers and to comply with public-health guidelines). Stipends are available for any business established on or before the enactment of state or local health orders and are for reimbursing COVID-related expenses incurred between March 1 and December 1, 2020. Stipends are limited to \$500,000 per eligible business.

The bill also authorizes the Governor to transfer a percentage of funds between, from, and to the three programs in this bill and between, to and from programs funded with CARES Act funds created in 2020 House Bill/Senate File 1001 or in 2020 House Bill/Senate File 1002, subject to limitations contained in 2020 House Bill/Senate File 1001.

These three bills have passed both houses and are awaiting the Governor's signature before they become effective. In the meantime, WCDA, Workforce Services and the Business Council are developing the rules necessary to implement these bills. It is hoped that the funds can start being disbursed in early June.

As noted in previous updates, the Wyoming Legislature gave the Governor broad discretion in allocating these funds, including funding for cities, towns and counties. We are still waiting on instructions from the Governor's office as to the amount and the process for getting these funds will be disbursed. Given the commitments made in HB1004, it is likely any local government funding will come from the second or third funding cycles.

If you have any questions, please contact Bob McLaurin at (307) 413-3483 or David Fraser at (307) 414-0265.

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