COUNCIL MEETING AGENDA

Casper City Council
City Hall, Council Chambers
Tuesday, October 15, 2019, 6:00 p.m.

COUNCIL POLICY
PUBLIC STATEMENTS

I. Members of the Public Wishing to Speak to an Item Already on the Agenda, Other Than a Public Hearing, or Second or Third Reading Ordinance, Must Submit a Request to the City Clerk’s Office by 12:00 Noon on the Monday Immediately Preceding the Council Meeting, or May Speak During the Communications From Persons Present.

II. When Speaking to the City Council Please:
   • Clearly State Your Name and Address.
   • Direct all questions/comments to the Mayor and only the Mayor.
   • No personal attacks on staff or Council.
   • Speak to the City Council with Civility and Decorum.

III. The City Council Will Not Respond to Any Comments or Questions Concerning Personnel Matters. Any Such Comments or Questions Will be Handled by the Appropriate Persons. Public Hearing Comments and Presentations Will be Limited to Five Minutes or Less per Person, nor Will Time Extensions be Permitted. No Duplication of Speakers will be Allowed.

IV. Questions Posed by Speakers May, or May Not be Responded to by Council Members.

V. Willful Disruption of, or the Breach of the Peace at, a Council Meeting may Result in the Removal of any Such Individuals or Groups from the Council Chambers.

(These Guidelines Are Also Posted at the Podium in the Council Chambers)

AGENDA

1. ROLL CALL

2. PLEDGE OF ALLEGIANCE

3. CONSIDERATION OF MINUTES OF THE OCTOBER 1, 2019 REGULAR COUNCIL MEETING, AS PUBLISHED IN THE CASPER STAR-TRIBUNE ON OCTOBER 8, 2019

4. CONSIDERATION OF MINUTES OF THE OCTOBER 1, 2019 EXECUTIVE SESSION – SECURITY
5. CONSIDERATION OF MINUTES OF THE OCTOBER 8, 2019 SPECIAL COUNCIL MEETING, AS PUBLISHED IN THE CASPER STAR-TRIBUNE ON OCTOBER 14, 2019

6. CONSIDERATION OF MINUTES OF THE OCTOBER 8, 2019 EXECUTIVE SESSION – LAND ACQUISITION

7. CONSIDERATION OF BILLS AND CLAIMS

8. COMMUNICATIONS
   A. From Persons Present

9. ESTABLISH DATE OF PUBLIC HEARINGS
   A. Consent
      1. Establish November 5, 2019, as the Public Hearing Date for Consideration of:
         a. Ordinance Approving a Plat Creating the Dewald Divide Addition, a Subdivision Agreement, and a Zone Change of said Addition to C-2 (General Business), R-4 (High Density Residential) and ED (Educational District).
         b. Appeal of the Planning and Zoning Commission’s Decision to Deny a Zone Change of a 2.8-acre portion of Tract 4, North Platte River Park Addition, Generally Located at the Corner of Events Drive and North Poplar Street, North of Wilkins Way, From PH (Park Historic) to C-4 (Highway Business).
         c. New Restaurant Liquor License No. 43 for Ludovico, Located at 3095 Talon Drive Suite 1.

10. PUBLIC HEARINGS
    A. Ordinance
       1. Zone Change of 1.65-acres, Generally Located at the Northwest Corner of SW Wyoming Boulevard and South Coffman Avenue, Described as Tract A, Garden Creek Square Addition, From Planned Unit Development (PUD) to General Business (C-2).
    B. Resolution
       1. Sale and Terms of the Sale and Transfer of Ownership of the Real Property, Generally known as the "Former Plains Furniture Property" and More Particularly Described as: Lots 16, 17, 18, 19, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33 of Block 1 of the City of Casper Addition, Casper, Natrona County, Wyoming.
10. PUBLIC HEARINGS (continued)

C. Minute Action


11. THIRD READING ORDINANCES

A. Amending **Chapter 12.32** of the Casper Municipal Code Regarding **Trees and Shrubs**.

   1. Communications from Persons Present

B. Amending the Casper Municipal Code to **Establish a Code of Ethics**.

   1. Communications from Persons Present

12. SECOND READING ORDINANCE


   1. Communications from Persons Present

13. FIRST READING ORDINANCE


   1. Communications from Persons Present

14. RESOLUTIONS

A. Consent

   1. Authorizing a **Water Line Easement** Agreement from **Natrona County School District No. 1** for Installation of Water Lines Across Private Property.

   2. Authorizing a Contract for Professional Services with **Engineering Design Associates**, in the Amount of $25,750, for the **Aquatics and Recreation Center HVAC Improvements Project**.

   3. Authorizing a Memorandum of Understanding with the **Natrona County Travel and Tourism Council** for **Joint Ownership of Intellectual Property**.
15. MINUTE ACTION

A. Consent

1. Rejecting Bids for the Sam H. Hobbs Wastewater Treatment Plant Secondary Treatment Rehabilitation Project.

2. Authorizing the Discharge of $17,503.58 of Uncollectible Accounts Receivable Balances, Aged Between the Dates of April 1, 2014 and June 30, 2014, Including a More Recent Bankruptcy.

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

17. ADJOURNMENT

Upcoming Council meetings

Council meetings
6:00 p.m. Tuesday, November 5, 2019 – Council Chambers
6:00 p.m. Tuesday, November 19, 2019 – Council Chambers

Work sessions
4:30 p.m. Tuesday, October 22, 2019 – Council Meeting Room
4:30 p.m. Tuesday, October 29, 2019 – Council Meeting Room

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1. **ROLL CALL**
Casper City Council met in regular session at 6:00 p.m., Tuesday, October 1, 2019. Present: Councilmembers Bates, Cathey, Freel, Hopkins, Huber, Johnson, Lutz, Pacheco, and Mayor Powell.

2. **PLEDGE OF ALLEGIANCE**
Citizen Dodge Landesman led the audience in the Pledge of Allegiance.

3. **MINUTES**
Moved by Councilmember Bates, seconded by Councilmember Johnson, to, by minute action, approve the minutes of the September 17, 2019, regular Council meeting, as published in the *Casper-Star Tribune* on September 28, 2019. Motion passed.

4. **EXECUTIVE SESSION MINUTES**
Moved by Councilmember Hopkins, seconded by Councilmember Freel, to, by minute action, approve the minutes of the September 17, 2019, executive session. Motion passed.

5. **BILLS & CLAIMS**
Moved by Councilmember Johnson, seconded by Councilmember Hopkins, to, by minute action, approve payment of the October 1, 2019, bills and claims, as audited by City Manager Napier. Motion passed.

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6. **COMMUNICATIONS FROM PERSONS PRESENT**
Dennis Steensland, 533 S. Washington, addressed the Council regarding the sale of the former Plains Furniture property.

7. **ESTABLISH PUBLIC HEARINGS**
Moved by Councilmember Cathey, seconded by Councilmember Freel, to, by minute action: establish October 15, 2019, as the public hearing date for the consideration of a zone change of 1.65-acres, generally located at the Northwest Corner of SW Wyoming Boulevard and South Coffman Avenue, described as Tract A, Garden Creek Square Addition, from Planned Unit Development (PUD) to General Business (C-2); and transfer of location for Retail Liquor License No. 19 Ridleys Family Market, Inc, d/b/a Ridleys Family Market, located at 1375 CY Ave. to 3037 CY Ave.
Motion passed.

8. **PUBLIC HEARING - ORDINANCE**
Mayor Powell opened the public hearing for the consideration of amending Chapter 10.72 – Article I – Parades.

City Attorney Henley entered one (1) exhibit: correspondence from John Henley and Fleur Tremel to J. Carter Napier, dated September 25, 2019. City Manager Napier provided a brief report. City Attorney Henley provided an extensive explanation of free speech considerations including: alternatives that would not require a permit, steps take to eliminate subjective obstacles, the appeal process for denied permits, insurance considerations, and the process to allow indigent citizens a waiver of permit costs. Mayor Powell requested questions from Council to the City Attorney to lessen potential confusion during the public hearing. Mayor Powell and Councilmember Huber had questions, which City Attorney Henley addressed.
Speaking in opposition was Pat Sweeney, 951 N. Kimball. There being no others to speak for or against the issues involving parades, the public hearing was closed.

Following ordinance read:

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

Councilmember Pacheco presented the foregoing ordinance for approval, on first reading. Seconded by Councilmember Johnson. Council discussed the matter briefly. Motion passed.

8.B PUBLIC HEARING - RESOLUTION
Mayor Powell opened the public hearing for the adoption of revised Historic Preservation Program rules and regulations.

City Attorney Henley entered three (3) exhibits: correspondence from Liz Becher to J. Carter Napier, dated September 27, 2019; an affidavit of publication, as published in the Casper-Star Tribune, dated August 2, 2019; and an affidavit of publication, as published in the Casper-Star Tribune, dated September 11, 2019. City Manager Napier provided a brief report.

Speaking in favor was Connie Thompson of the Casper Historic Preservation Commission. There being no others to speak for or against the issue, the public hearing was closed.

Following resolution read:

RESOLUTION NO. 19-196
A RESOLUTION RESCINDING RESOLUTION NUMBER 17-207, AND ADOPTING REVISED HISTORIC PRESERVATION PROGRAM RULES AND REGULATIONS FOR THE CITY OF CASPER, WYOMING.

Councilmember Huber presented the foregoing resolution for adoption. Seconded by Councilmember Hopkins. Motion passed.

9. ORDINANCE—THIRD READING
Following ordinance read:

ORDINANCE NO. 27-19
AN ORDINANCE APPROVING A VACATION, REPLAT, SUBDIVISION AGREEMENT AND ZONE CHANGE CREATING THE JOHNNY J’S ADDITION SUBDIVISION IN THE CITY OF CASPER, WYOMING.

WHEREAS, an application has been made to vacate and replat Lots 1, 2, 3 and the north 20 feet of Lot 4, Block 95, Butler’s Addition, to create the Johnny J’s Addition Subdivision of the City of Casper, Wyoming; and,
WHEREAS, an application has been made to rezone the Johnny J’s Addition from zoning classifications C-2 (General Business) and R-3 (One to Four Unit Residential), to entirely C-2 (General Business); and,
WHEREAS, a written subdivision agreement will be entered into with the City of Casper, which will be approved with the vacation and replat upon third reading of this ordinance; and,
WHEREAS, this vacation, platting and rezoning requires approval by ordinance following a public hearing; and,
WHEREAS, after a public hearing, the City of Casper Planning and Zoning Commission passed a motion recommending that City Council approve the vacation, replat, and zone change requests; and,
WHEREAS, the governing body of the City of Casper finds that the above described vacation, replat, zone change and subdivision agreement should be approved.

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

SECTION 1: That the above-described vacation and replat creating the Johnny J’s Addition is hereby approved.

SECTION 2: The zone change of the Johnny J’s Addition is hereby approved, and said property shall be zoned C-2 (General Business).
The Johnny J’s Subdivision Agreement is hereby approved, and the Mayor is hereby authorized and directed to execute, and the City Clerk to attest said document.

SECTION 3: This ordinance shall be in full force and effect from and after passage on three readings and publication pursuant to law.
PASSED on 1st reading the 3rd day of September, 2019.
PASSED on 2nd reading the 17th day of September, 2019.
PASSED, APPROVED, AND ADOPTED on 3rd and final reading the 1st day of October, 2019.

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

10.A ORDINANCE—SECOND READING
Following ordinance read:

ORDINANCE NO. 28-19
AN ORDINANCE AMENDING CHAPTER 12.32 OF THE CASPER MUNICIPAL CODE

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

Barbara Derby, 4713 Mountain Way, spoke in favor of the ordinance.

Moved by Councilmember Lutz, seconded by Councilmember Pacheco, to amend the ordinance in order to make the language gender neutral. Motion to amend passed.
Moved by Councilmember Lutz, seconded by Councilmember Cathey, to add the following language at the beginning of 12.32.080 Paragraph A; “Except as provided in § 12.32.110, abutting property owners”. Councilmember Johnson asked about the language, and City Attorney Henley addressed his concern. Motion to amend passed.

Mayor Powell opened up discussion on the ordinance, as amended. Councilmembers Huber and Johnson asked questions, which City Attorney Henley addressed. Council then voted on the ordinance on second reading, as amended. Councilmembers Bates, Cathey, and Johnson voted nay. Motion passed.

10.B ORDINANCE—SECOND READING
Following ordinance read:

ORDINANCE NO. 29-19
AN ORDINANCE AMENDING CASPER MUNICIPAL CODE TO ESTABLISH A CODE OF ETHICS

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

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

11. CONSENT RESOLUTIONS
The following resolutions were considered, by consent agenda:

RESOLUTION NO. 19-159 AMENDED
A RESOLUTION RECINDING RESOLUTION NUMBER 18-259 AND ADOPTING REVISED SPECIAL EVENT GUIDE AND POLICY AND APPLICATION AND FEES FOR SPECIAL EVENTS.

RESOLUTION NO. 19-197
A RESOLUTION AUTHORIZING A LICENSE AGREEMENT WITH VISIONARY BROADBAND TO INSTALL BURIED FIBER OPTIC CABLE INFRASTRUCTURE WITHIN CITY RIGHT-OF-WAY PROPERTY.

RESOLUTION NO. 19-198
A RESOLUTION AUTHORIZING AMENDMENT NO. 2 TO THE CONTRACT FOR PROFESSIONAL SERVICES WITH CIVIL ENGINEERING DESIGN PROFESSIONALS, INC., FOR ADDITIONAL CONSTRUCTION ADMINISTRATION SERVICES FOR THE EAST CASPER ZONE III WATER SYSTEM IMPROVEMENTS PROJECT.
RESOLUTION NO. 19-199
A RESOLUTION AUTHORIZING SUBMISSION OF A PRE-APPLICATION FORM TO THE STATE LOAN AND INVESTMENT BOARD FOR A LOAN THROUGH THE STATE REVOLVING FUND ON BEHALF OF THE CITY COUNCIL OF THE CITY OF CASPER FOR THE PURPOSE OF THE NORTH PLATTE SANITARY SEWER REHABILITATION PROJECT.

RESOLUTION NO. 19-200
RESOLUTION ACCEPTING A WARRANTY DEED FROM EASTGATE RANCH, LLC FOR 9.21 ACRES OF OPEN SPACE TO THE CITY OF CASPER, NATRONA COUNTY, WYOMING.

RESOLUTION NO. 19-201
RESOLUTION ACCEPTING A WARRANTY DEED FROM EASTGATE RANCH, LLC FOR 1.49 ACRES OF OPEN SPACE TO THE CITY OF CASPER, NATRONA COUNTY, WYOMING.

RESOLUTION NO. 19-202
RESOLUTION ACCEPTING A WARRANTY DEED FROM GRANITE PEAK DEVELOPMENT LIMITED PARTNERSHIP FOR 23.49 ACRES OF OPEN SPACE TO THE CITY OF CASPER, NATRONA COUNTY, WYOMING.

RESOLUTION NO. 19-203
RESOLUTION ACCEPTING A WARRANTY DEED FROM NATRONA LAND HOLDINGS, LLC, FOR 9.62 ACRES OF OPEN SPACE TO THE CITY OF CASPER, NATRONA COUNTY, WYOMING.

RESOLUTION NO. 19-204
A RESOLUTION ESTABLISHING A MEMORANDUM OF UNDERSTANDING BETWEEN THE FRIENDS OF HOGADON AND THE CITY OF CASPER FOR THE HOGADON NIGHT SKIING PROJECT.

RESOLUTION NO. 19-205
A RESOLUTION AUTHORIZING AMENDMENT NO. 1 TO THE LEASE AGREEMENT BETWEEN THE CITY OF CASPER AND THE CASPER AMATEUR HOCKEY CLUB.
RESOLUTION NO. 19-206
A RESOLUTION AUTHORIZING AN AMENDMENT TO THE AGREEMENT WITH PLATTE RIVER TRAILS TRUST, FOR USE OF OPTIONAL 1%#15 SALES TAX SPECIAL PROJECTS FUNDS.

RESOLUTION NO. 19-207
A RESOLUTION AUTHORIZING AN AMENDMENT TO THE AGREEMENT WITH CENTRAL WYOMING SENIOR SERVICES, INC., FOR USE OF OPTIONAL 1%#15 SALES TAX SPECIAL PROJECTS FUNDS.

RESOLUTION NO. 19-208
A RESOLUTION AUTHORIZING AMENDMENT NO. 4 TO THE LEASE AGREEMENT BETWEEN THE CITY OF CASPER AND THE BOYS AND GIRLS CLUB OF CENTRAL WYOMING.

RESOLUTION NO. 19-209
A RESOLUTION AUTHORIZING A CONTRACT BETWEEN THE CASPER AREA METROPOLITAN PLANNING ORGANIZATION AND NELSON\NYGAARD CONSULTING ASSOCIATES, INC. FOR A MILLS MAIN STREET CORRIDOR STUDY & PLAN.

RESOLUTION NO. 19-210
A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPROVE PURCHASES AND EXECUTE CONTRACTS IN AN AMOUNT NOT TO EXCEED THIRTY-FIVE THOUSAND DOLLARS ($35,000).

Moved by Councilmember Cathey, seconded by Councilmember Hopkins, to remove Resolution No. 19-204 from the consent agenda. Motion passed.

Moved by Councilmember Cathey, seconded by Councilmember Johnson, to pass the foregoing fourteen (14) resolutions for adoption. Motion passed.

Moved by Councilmember Johnson, seconded by Councilmember Cathey, that Resolution No. 19-204 be considered at the November 5, 2019 Council meeting. Motion passed.

12. MINUTE ACTION—CONSENT
Moved by Councilmember Freel, seconded by Councilmember Hopkins, to, by consent minute action, authorize the purchase of one (1) new mini skid steer and attachments, from Vermeer of Colorado, Ft. Collins, Colorado, in the total amount of $61,985; and authorize the purchase of seven (7) Zoll AutoPulse Systems in the total amount of $109,665. Motion passed.
13. **INTRODUCTION OF MEASURES AND PROPOSALS**
Mayor Powell shared details for his trip to Washington D.C. with the city manager and representation from other municipalities and the country. The group went to D.C. to speak to the Wyoming delegation on the opportunity zones.

14. **ADJOURN INTO EXECUTIVE SESSION**
Mayor Powell noted the next meetings of the City Council will be a work session to be held at 4:30 p.m., Tuesday, October 8, 2019, in the Council’s meeting room; and, a regular Council meeting to be held at 6:00 p.m., Tuesday, October 15, 2019, in the Council Chambers.

At 7:13 p.m., it was moved Councilmember Huber, seconded by Councilmember Freel, to adjourn into executive session to discuss security. Motion passed. Council moved into the Council meeting room.

At 7:51 p.m., it was moved by Councilmember Johnson, seconded by Councilmember Lutz, to adjourn the executive session. Motion passed. Council returned to the Council Chambers.

15. **ADJOURNMENT**
At 7:52 p.m., it was moved by Councilmember Hopkins, seconded by Councilmember Pacheco, to adjourn the regular Council meeting. Motion passed.

CITY OF CASPER, WYOMING

ATTEST: 

A Municipal Corporation

Fleur D. Tremel
City Clerk

Charles Powell
Mayor
1. **ROLL CALL**
   Casper City Council met in special session at 7:08 p.m., Tuesday, October 8, 2019. Present: Councilmembers Johnson, Freel, Huber, Pacheco, Hopkins, Cathey, Lutz, Bates and Mayor Powell.

2. **ADJOURN INTO EXECUTIVE SESSION**
   At 7:10 p.m., it was moved by Councilmember Hopkins, seconded by Councilmember Freel to adjourn into executive session to discuss land acquisition. Motion passed.

   At 8:50 p.m., it was moved by Councilmember Bates seconded by Councilmember Lutz, to adjourn the executive session. Motion passed.

3. **ADJOURNMENT**
   Moved by Councilmember Freel, seconded by Councilmember Bates to, by minute action, adjourn the special meeting. Motion passed.

   The special meeting was adjourned at 8:51 p.m.

CITY OF CASPER, WYOMING
ATTEST: A Municipal Corporation

__________________________  ____________________________
Fleur D. Tremel                  Charles Powell
City Clerk                       Mayor
## City of Casper - Bills and Claims for October 15, 2019

### 0970 CED

<table>
<thead>
<tr>
<th>0970 CED</th>
<th>Regional Water Operations</th>
<th>Light bulbs</th>
<th>$90.00</th>
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<tbody>
<tr>
<td><strong>0970 CED - Total For Regional Water Operations</strong></td>
<td></td>
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<td>$90.00</td>
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<tr>
<td><strong>0970 CED - ALL DEPARTMENTS</strong></td>
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<td>$90.00</td>
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### 1516 JCS SAVANNAH

<table>
<thead>
<tr>
<th>1516 JCS SAVANNAH</th>
<th>Police Administration</th>
<th>EATING PLACES, RESTAURANTS</th>
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<tbody>
<tr>
<td><strong>1516 JCS SAVANNAH - Total For Police Administration</strong></td>
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<td><strong>1516 JCS SAVANNAH - ALL DEPARTMENTS</strong></td>
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### 307 COLLISION

<table>
<thead>
<tr>
<th>307 COLLISION</th>
<th>Fleet Maintenance Fund</th>
<th>Claim #2418CA</th>
<th>$1,083.75</th>
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<tbody>
<tr>
<td><strong>307 COLLISION - Total For Fleet Maintenance Fund</strong></td>
<td></td>
<td></td>
<td>$1,083.75</td>
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<td><strong>307 COLLISION - ALL DEPARTMENTS</strong></td>
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### 307 TREE SERVICE LLC

<table>
<thead>
<tr>
<th>307 TREE SERVICE LLC</th>
<th>Parks - Urban Foestry</th>
<th>Tree Pruning on 2nd street</th>
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<tr>
<td><strong>307 TREE SERVICE LLC - Total For Parks - Urban Foestry</strong></td>
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### 3D SPECIALTIES INC

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<tr>
<th>3D SPECIALTIES INC</th>
<th>Traffic Control</th>
<th>Post breakaways, post wedges and wedge puller</th>
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<tr>
<td><strong>3D SPECIALTIES INC - Total For Traffic Control</strong></td>
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### 4IMPRINT

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<td><strong>4IMPRINT - Total For Police Administration</strong></td>
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Printed on 10/10/2019 1:03:45 PM
## 4IMPRINT - ALL DEPARTMENTS

$684.16

## 4MCIA BUDGET RAC KAN

<table>
<thead>
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<th>Amount</th>
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<td>BUDGET RENT-A-CAR</td>
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## 5.11 TACTICAL

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<td>Hogadon - Operations</td>
<td>Radio Holsters for portables</td>
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## 71 CONSTRUCTION, INC

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<td>Streets</td>
<td>1/2&quot; Hot Mix Asphalt</td>
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<td></td>
<td><strong>Total For Streets</strong></td>
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<td>71 CONSTRUCTION, INC</td>
<td>Water - Distribution</td>
<td>Dolomite road base</td>
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<td><strong>Total For Water - Distribution</strong></td>
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## 7-ELEVEN 39510

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<td>Police Administration</td>
<td>AUTOMATED FUEL DISPENSERS</td>
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<td></td>
<td><strong>ALL DEPARTMENTS</strong></td>
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## A.M.B.I. & SHIPPING,

<table>
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<th>Department</th>
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<th>Amount</th>
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</thead>
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<tr>
<td>A.M.B.I. &amp; SHIPPING,</td>
<td>Customer Service</td>
<td>Postage</td>
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<td></td>
<td><strong>Total For Customer Service</strong></td>
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<td><strong>$467.99</strong></td>
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<tr>
<td>A.M.B.I. &amp; SHIPPING,</td>
<td>Planning - Admin</td>
<td>Postage</td>
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<td></td>
<td><strong>Total For Planning - Admin</strong></td>
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### A.M.B.I. & SHIPPING, - ALL DEPARTMENTS

$479.29

### AAA LANDSCAPING

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<thead>
<tr>
<th>Department</th>
<th>Division</th>
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<tr>
<td>AAA LANDSCAPING</td>
<td>Code Enforcement</td>
<td>Weed Contractor</td>
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<td>Code Enforcement</td>
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<td>Weed Contractor</td>
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**AAA LANDSCAPING - Total For Code Enforcement**

$2,022.83

### ABLE CARD (MOTO)

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<tr>
<th>Department</th>
<th>Division</th>
<th>Description</th>
<th>Amount</th>
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<tbody>
<tr>
<td>ABLE CARD (MOTO)</td>
<td>Hogadon - Operations</td>
<td>Season Pass blanks</td>
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</table>

**ABLE CARD (MOTO) - Total For Hogadon - Operations**

$458.18

### ABOS PIZZA

<table>
<thead>
<tr>
<th>Department</th>
<th>Division</th>
<th>Description</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>ABOS PIZZA</td>
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<td>Police Administration</td>
<td>EATING PLACES, RESTAURANTS</td>
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**ABOS PIZZA - Total For Police Administration**

$24.61

### ACTION GLASS

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<tr>
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<th>Description</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>ACTION GLASS</td>
<td>Capital Projects Fund</td>
<td>Outsourced window repair at Senior Center</td>
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**ACTION GLASS - Total For Capital Projects Fund**

$152.81

### ADOBE CREATIVE CLOU

<table>
<thead>
<tr>
<th>Department</th>
<th>Division</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>ADOBE CREATIVE CLOU</td>
<td>City Manager</td>
<td>creative suite software monthly fee</td>
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</table>

**ADOBE CREATIVE CLOU - Total For City Manager**

$39.99

<table>
<thead>
<tr>
<th>Department</th>
<th>Division</th>
<th>Description</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>ADOBE CREATIVE CLOU</td>
<td>Refuse - Recycling</td>
<td>COMPUTER SOFTWARE STORES</td>
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**ADOBE CREATIVE CLOU - Total For Refuse - Recycling**

$39.99
<table>
<thead>
<tr>
<th>Company</th>
<th>Department</th>
<th>Description</th>
<th>Amount</th>
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<tbody>
<tr>
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<td><strong>ADORAMA INC</strong></td>
<td>Hogadon - Operations</td>
<td>Lens for city camera / marketing</td>
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<tr>
<td><strong>ADORAMA INC</strong></td>
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<tr>
<td><strong>ADORAMA INC - Total For Hogadon - Operations</strong></td>
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<td>$181.45</td>
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<tr>
<td><strong>ADORAMA INC - ALL DEPARTMENTS</strong></td>
<td></td>
<td></td>
<td>$181.45</td>
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<tr>
<td><strong>AED SUPERSTORE</strong></td>
<td>Water - Distribution</td>
<td>TAX CREDIT</td>
<td>($5.30)</td>
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<td><strong>AED SUPERSTORE</strong></td>
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<tr>
<td><strong>AED SUPERSTORE - Total For Water - Distribution</strong></td>
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<td><strong>AED SUPERSTORE - ALL DEPARTMENTS</strong></td>
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<tr>
<td><strong>AGTERRA TECHNOLOGIES</strong></td>
<td>Weed &amp; Pest Fund</td>
<td>Spraylogger fees for July, August, September</td>
<td>$436.30</td>
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<td><strong>AGTERRA TECHNOLOGIES</strong></td>
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<tr>
<td><strong>AGTERRA TECHNOLOGIES - Total For Weed &amp; Pest Fund</strong></td>
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<td><strong>AGTERRA TECHNOLOGIES - ALL DEPARTMENTS</strong></td>
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<td><strong>AHERN RENTALS</strong></td>
<td>Water - Distribution</td>
<td>Pressure washer hose real</td>
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<td><strong>AHERN RENTALS - Total For Water - Distribution</strong></td>
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<td><strong>AHERN RENTALS - ALL DEPARTMENTS</strong></td>
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<tr>
<td><strong>AIR FILTER SOLUTIONS</strong></td>
<td>WWTP - Operations</td>
<td>Filters</td>
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<td><strong>AIR FILTER SOLUTIONS</strong></td>
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<td><strong>AIR FILTER SOLUTIONS - Total For WWTP - Operations</strong></td>
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<tr>
<td><strong>AIRBNB   HMAFHK4CFJ</strong></td>
<td>Police Administration</td>
<td>LODGING, HOTELS, MOTELS, RESORTS</td>
<td>$266.30</td>
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<tr>
<td><strong>AIRBNB   HMAFHK4CFJ</strong></td>
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<tr>
<td><strong>AIRBNB   HMAFHK4CFJ - Total For Police Administration</strong></td>
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Page 4 of 81
<table>
<thead>
<tr>
<th>Company</th>
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<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>AIRBNB</td>
<td>HMAFK4CFJ - ALL DEPARTMENTS</td>
<td>Welding Supplies for Baler Bldg</td>
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<tr>
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<td>Balefill - Proc</td>
<td>AIRGAS CENTRAL - Total For Balefill - Proc</td>
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<td>AIRGAS USA LLC - Total For Balefill - Diver</td>
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<td>ALBERTSONS #0060</td>
<td>Fire Administration</td>
<td>Party Ice</td>
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<td>Labor Management Meeting Snacks</td>
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<td>DISTILLED WATER</td>
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<td>Miller St. Dorm</td>
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<td>Item Description</td>
<td>Amount</td>
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<td>Streets September 2019 Uniforms</td>
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<td>Amazon Prime</td>
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<tr>
<td>AMERI-TECH EQUIPMENT</td>
<td>Refuse - Commercial Trash Container Lids</td>
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<tr>
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<td>Refuse - Commercial Trash Container Lids</td>
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<th>Department</th>
<th>Item Description</th>
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<tr>
<td>AMERI-TECH EQUIPMENT</td>
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<td>AMERI-TECH EQUIPMENT</td>
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<td>Lids for 300/450 trash containers</td>
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<td>AUTO AND TRUCK DEALERS-(NEW&amp;USED)-SALE</td>
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<td>WWTP - Operations</td>
<td>MCC breaker in dewatering building</td>
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<td>Traffic Control</td>
<td>Pole boxes for 13th &amp; Mckinley</td>
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<tr>
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<td>ANIXTER INC</td>
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<tr>
<td>ARBYS #7231 SHAKOPEE</td>
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<td>FAST FOOD RESTAURANTS</td>
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<td>ARBYS #7231 SHAKOPEE</td>
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<td>ARBYS #7231 SHAKOPEE</td>
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<td>ARBYS 6759</td>
<td>Special Fire Assistance Fund</td>
<td>Food while on a Wildland Fire</td>
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<td>Total For Special Fire Assistance Fund</td>
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<td>ARBYS 6759</td>
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<tr>
<td>ARCHITECTURALGLAZING</td>
<td>Operations</td>
<td>Repair at Station 6</td>
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<td>Architectural Glazing</td>
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<td>Architectural Glazing ALL</td>
<td>DEPARTMENTS</td>
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<td>Arrowhead Heating &amp;</td>
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<td>Arrowhead Heating &amp;</td>
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<td>Atlantic Electric, I</td>
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<td>ALL DEPARTMENTS</td>
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<td>Atlas Office Product</td>
<td>Commercial Equipment, Not Elsewhere CL</td>
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<td>Atlas Office Product</td>
<td>Total For Ft. Caspar</td>
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<td>Atlas Office Product</td>
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<td>Atlas Office Product</td>
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<td>Atlas Reproduction I</td>
<td>Stationery, Office Supplies, Printing and</td>
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<td>Atlas Reproduction I</td>
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ATLAS REPRODUCTION I - Total For Police Administration
ATLAS REPRODUCTION I - Total For Public Safety Communication
ATLAS REPRODUCTION I - ALL DEPARTMENTS

AUDIE JEANS PHOTOGRAPHER
AUDIE JEANS PHOTOGRAPHER - Total For Council
AUDIE JEANS PHOTOGRAPHER - ALL DEPARTMENTS

B & B RUBBER STAMP S
B & B RUBBER STAMP S - Total For Police Administration
B & B RUBBER STAMP S - ALL DEPARTMENTS

B & H PHOTO MOTO
B & H PHOTO MOTO - Total For Hogadon - Operations
B & H PHOTO MOTO - ALL DEPARTMENTS

B32 ENGINEERING GROUP
B32 ENGINEERING GROUP - Total For Capital Projects Fund
B32 ENGINEERING GROUP - ALL DEPARTMENTS

BAILEY'S ACE HARDWARE
BAILEY'S ACE HARDWARE - Total For Balefill - Dispatch
BAILEY'S ACE HARDWARE - ALL DEPARTMENTS
<table>
<thead>
<tr>
<th>Department</th>
<th>Item Description</th>
<th>Cost</th>
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<tbody>
<tr>
<td>Balefill - Diver</td>
<td>TARPS for Special Waste Operations</td>
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<tr>
<td>Balefill - Dispatch</td>
<td>Restroom Receptacles</td>
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<tr>
<td>Capital Projects Fund</td>
<td>Replacement sink faucet for 19th Hole</td>
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<td>Hogadon - Operations</td>
<td>Lodge appliance filters</td>
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**Total**

$406.92

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### BARGREEN WYOMING - Total For Hogadon - Operations

<table>
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<tr>
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<th>Cost</th>
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<tbody>
<tr>
<td>BARGREEN WYOMING Police Administration</td>
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<td><strong>Total</strong></td>
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### BARGREEN WYOMING - Total For Police Administration

<table>
<thead>
<tr>
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<th>Description</th>
<th>Cost</th>
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<tr>
<td><strong>Total</strong></td>
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### BARGREEN WYOMING - ALL DEPARTMENTS

<table>
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<tbody>
<tr>
<td><strong>Total</strong></td>
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### BELZONA ROCKY MOUNTA

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<tr>
<td>BELZONA ROCKY MOUNTA WWTP - Operations</td>
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### BISTRO BIS

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<tr>
<td>BISTRO BIS City Manager</td>
<td>Breakfast with Mayor Powell in DC for Opportu</td>
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<td><strong>Total</strong></td>
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### BLACK BEAR HAVERSACK

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<tbody>
<tr>
<td>BLACK BEAR HAVERSACK Ft. Caspar</td>
<td>Arrowheads and flutes for resale in museum sto</td>
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<td><strong>Total</strong></td>
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### BLOEDORN LUMBER CASP

<table>
<thead>
<tr>
<th>Department</th>
<th>Description</th>
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<tbody>
<tr>
<td>BLOEDORN LUMBER CASP Buildings &amp; Structures Fund</td>
<td>Materials to install frog at CFAC</td>
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<td>BLOEDORN LUMBER CASP Buildings &amp; Structures Fund</td>
<td>Materials for OSHA improvements at Fort Caspar</td>
<td>$62.11</td>
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<tr>
<td>BLOEDORN LUMBER CASP Buildings &amp; Structures Fund</td>
<td>materials to mount box at Marathon for PD</td>
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<td><strong>Total</strong></td>
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### BLOEDORN LUMBER CASP - Total For Streets

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<th>Department</th>
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<tr>
<td>BLOEDORN LUMBER CASP Streets</td>
<td>2X12’s for forms at E. 2nd &amp; Elk</td>
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<tr>
<td>BLOEDORN LUMBER CASP Streets</td>
<td>Masonite for forming 2nd &amp; Grant</td>
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<tr>
<td><strong>Total</strong></td>
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### BLOEDORN LUMBER CASP - ALL DEPARTMENTS

<table>
<thead>
<tr>
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<tr>
<td>Company</td>
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<tr>
<td>BRENNTAG PACIFIC, IN</td>
<td>Regional Water Operations</td>
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<td>BRENNTAG PACIFIC, IN</td>
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<td>BRENNTAG PACIFIC, IN</td>
<td>Regional Water Operations</td>
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<td><strong>BRENNTAG PACIFIC, IN</strong></td>
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<td>BRENNTAG PACIFIC, IN - ALL DEPARTMENTS</td>
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<td>BUDGET RENT-A-CAR</td>
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<tr>
<td><strong>BUDGET RENT-A-CAR</strong></td>
<td><strong>Total For Police Administration</strong></td>
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</tr>
<tr>
<td><strong>BUDGET RENT-A-CAR</strong></td>
<td><strong>ALL DEPARTMENTS</strong></td>
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<td>BUFFALO WILD WINGS</td>
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<td><strong>BUFFALO WILD WINGS</strong></td>
<td><strong>ALL DEPARTMENTS</strong></td>
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<tr>
<td>CAPITOL CUISINE</td>
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<td>EATING PLACES, RESTAURANTS</td>
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<td><strong>CAPITOL CUISINE</strong></td>
<td><strong>Total For Police Administration</strong></td>
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<td><strong>CAPITOL CUISINE</strong></td>
<td><strong>ALL DEPARTMENTS</strong></td>
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<td>CASELLE, INC.</td>
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<td>November 19 Contract support/maintenance</td>
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<td><strong>CASELLE, INC.</strong></td>
<td><strong>ALL DEPARTMENTS</strong></td>
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<tr>
<td>CASPAR BUILDING SYST</td>
<td>Refuse - Residential</td>
<td>MRF and Alternates - Supp Chan</td>
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<table>
<thead>
<tr>
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<td>Refuse - Residential</td>
<td>MRF and Alternates</td>
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<td>CASPER CONTRACTORS S</td>
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<td>Hilti Nails</td>
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<td>Streets</td>
<td>Masonry bits for the hammer drills (2nd St project)</td>
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<td>New cure can -- Tape Measures -- Sledge Hammer</td>
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<td>CASPER CONTRACTORS S</td>
<td>Streets</td>
<td>Clear resin cure for E. 2nd Street concrete project</td>
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<td><strong>CASPER CONTRACTORS S - ALL DEPARTMENTS</strong></td>
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<td>CASPER FIRE EXTINGUI</td>
<td>Buildings &amp; Structures Fund</td>
<td>Annual fire extinguisher recertification at City C</td>
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**CHALK BUTTES LANDSCA**

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<td>$1,056.41</td>
</tr>
<tr>
<td>CITY OF CASPER - ALL DEPARTMENTS</td>
<td></td>
<td></td>
<td>$75,603.62</td>
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## CIVIL ENGINEERING PR

<table>
<thead>
<tr>
<th>Department</th>
<th>Service Description</th>
<th>Fund</th>
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<tr>
<td>CIVIL ENGINEERING PR</td>
<td>Capital Projects Fund</td>
<td>Beverly St. 18-060</td>
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<tr>
<td>CIVIL ENGINEERING PR</td>
<td>Capital Projects Fund</td>
<td>I-25 &amp; Walsh Dr 18-044</td>
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<tr>
<td>CIVIL ENGINEERING PR</td>
<td>Engineering</td>
<td>Surveyor Services</td>
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<td>$900.00</td>
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<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>CIVIL ENGINEERING PR - Total For Engineering</td>
<td>$900.00</td>
</tr>
<tr>
<td>CIVIL ENGINEERING PR - Sewer Fund - Collection</td>
<td>$1,095.27</td>
</tr>
<tr>
<td>CIVIL ENGINEERING PR - Total For Sewer Fund - Collection</td>
<td>$1,095.27</td>
</tr>
<tr>
<td>CIVIL ENGINEERING PR - Water - Distribution</td>
<td>$613.35</td>
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<tr>
<td>CIVIL ENGINEERING PR - Total For Water - Distribution</td>
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<td>CIVIL ENGINEERING PR - Water - Tanks</td>
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<tr>
<td>CIVIL ENGINEERING PR - Total For Water - Tanks</td>
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<td>CIVIL ENGINEERING PR - ALL DEPARTMENTS</td>
<td>$37,157.77</td>
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<tr>
<td>CLYDE'S GALLERY PLAC - City Manager</td>
<td>$38.54</td>
</tr>
<tr>
<td>CLYDE'S GALLERY PLAC - Total For City Manager</td>
<td>$38.54</td>
</tr>
<tr>
<td>CLYDE'S GALLERY PLAC - Council</td>
<td>$38.53</td>
</tr>
<tr>
<td>CLYDE'S GALLERY PLAC - Total For Council</td>
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</tr>
<tr>
<td>CLYDE'S GALLERY PLAC - ALL DEPARTMENTS</td>
<td>$77.07</td>
</tr>
<tr>
<td>CMI TECO, INC. - Balefill - Dispatch</td>
<td>$45,947.00</td>
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<tr>
<td>CMI TECO, INC. - Balefill - Dispatch</td>
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<tr>
<td>CMI TECO, INC. - Total For Balefill - Dispatch</td>
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<td>CMI TECO, INC. - Refuse - Commercial</td>
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<td>CMI TECO, INC. - ALL DEPARTMENTS</td>
<td>$109,809.89</td>
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<tr>
<td>COCA COLA BOTTLING C - Balefill - Dispatch</td>
<td>$31.00</td>
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<td>COCA COLA BOTTLING C - Total For Balefill - Dispatch</td>
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<tr>
<td>COCA COLA BOTTLING C - Metro Animal Fund - Admin</td>
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<td>$15.50</td>
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### COLLECTION CENTER IN

<table>
<thead>
<tr>
<th>Department</th>
<th>Collection Type</th>
<th>Fees</th>
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<tbody>
<tr>
<td>Code Enforcement</td>
<td>Collection Fees</td>
<td>$84.90</td>
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<tr>
<td>Rec Center - Operations</td>
<td>Collection Fees</td>
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<td>Refuse - Residential</td>
<td>Collection Fees</td>
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<td>Sewer Fund - Admin</td>
<td>Collection Fees</td>
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<tr>
<td>Water - Admin</td>
<td>Collection Fees</td>
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**COLLECTION CENTER IN - ALL DEPARTMENTS**

**$603.74**

### COLOMBO FROZEN YOGUR

<table>
<thead>
<tr>
<th>Department</th>
<th>Code</th>
<th>Fees</th>
</tr>
</thead>
<tbody>
<tr>
<td>Police Administration</td>
<td>FAST FOOD RESTAURANTS</td>
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**COLOMBO FROZEN YOGUR - ALL DEPARTMENTS**

**$9.40**

### COMMUNICATION TECHNO

<table>
<thead>
<tr>
<th>Department</th>
<th>Code</th>
<th>Description</th>
<th>Fees</th>
</tr>
</thead>
<tbody>
<tr>
<td>Capital Projects Fund</td>
<td>GTAC (body cameras) Install</td>
<td>$721.00</td>
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</tr>
<tr>
<td>Capital Projects Fund</td>
<td>GTAC (body cameras) Install</td>
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</tr>
<tr>
<td>Capital Projects Fund</td>
<td>GTAC (body cameras) Install</td>
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<tr>
<td>Capital Projects Fund</td>
<td>GTAC (body cameras) Install</td>
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<tr>
<td>Capital Projects Fund</td>
<td>GTAC (body cameras) Install</td>
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**COMMUNICATION TECHNO - Total For Capital Projects Fund**

**$3,605.00**

<table>
<thead>
<tr>
<th>Department</th>
<th>Code</th>
<th>Description</th>
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</tr>
</thead>
<tbody>
<tr>
<td>Operations</td>
<td>Mic Cuffs</td>
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**COMMUNICATION TECHNO - Total For Operations**

**$19.95**

<table>
<thead>
<tr>
<th>Department</th>
<th>Code</th>
<th>Description</th>
<th>Fees</th>
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</thead>
<tbody>
<tr>
<td>Police Administration</td>
<td>Fixed both side lights</td>
<td>$51.50</td>
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<tr>
<td>Police Administration</td>
<td>Rewire Digi Ticket and scanner</td>
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**COMMUNICATION TECHNO - Total For Police Administration**

**$206.00**
<table>
<thead>
<tr>
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<th>Item</th>
<th>Vendor</th>
<th>Amount</th>
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<tbody>
<tr>
<td><strong>COMMUNICATION TECHNO - ALL DEPARTMENTS</strong></td>
<td></td>
<td></td>
<td>$3,830.95</td>
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<tr>
<td><strong>COMTRONIX, INC.</strong></td>
<td>Fire Administration</td>
<td>COMTRONIX, INC.</td>
<td>$915.00</td>
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<tr>
<td></td>
<td>Alarm Monitoring</td>
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<td></td>
</tr>
<tr>
<td><strong>COMTRONIX, INC. - Total For Fire Administration</strong></td>
<td></td>
<td></td>
<td>$915.00</td>
</tr>
<tr>
<td></td>
<td>Hogadon - Operations</td>
<td>COMTRONIX, INC.</td>
<td>$183.00</td>
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<tr>
<td><strong>COMTRONIX, INC. - Total For Hogadon - Operations</strong></td>
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<td>$183.00</td>
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<tr>
<td><strong>COMTRONIX, INC. - ALL DEPARTMENTS</strong></td>
<td></td>
<td></td>
<td>$1,098.00</td>
</tr>
<tr>
<td><strong>CONOCO - HOMAX</strong></td>
<td>Planning - Admin</td>
<td>CONOCO - HOMAX</td>
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<tr>
<td></td>
<td>AUTOMATED FUEL DISPENSERS</td>
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<td></td>
</tr>
<tr>
<td><strong>CONOCO - HOMAX - Total For Planning - Admin</strong></td>
<td></td>
<td></td>
<td>$34.01</td>
</tr>
<tr>
<td><strong>CONOCO - HOMAX - ALL DEPARTMENTS</strong></td>
<td></td>
<td></td>
<td>$34.01</td>
</tr>
<tr>
<td><strong>CONOCO - UNITED PACI</strong></td>
<td>Police Administration</td>
<td>CONOCO - UNITED PACI</td>
<td>$14.08</td>
</tr>
<tr>
<td></td>
<td>AUTOMATED FUEL DISPENSERS</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>CONOCO - UNITED PACI - Total For Police Administration</strong></td>
<td></td>
<td></td>
<td>$14.08</td>
</tr>
<tr>
<td><strong>CONOCO - UNITED PACI - ALL DEPARTMENTS</strong></td>
<td></td>
<td></td>
<td>$14.08</td>
</tr>
<tr>
<td><strong>CONVERGEONE</strong></td>
<td>Capital Projects Fund</td>
<td>CONVERGEONE</td>
<td>$14,009.40</td>
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<tr>
<td></td>
<td>Web Application Filter</td>
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<td></td>
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<tr>
<td><strong>CONVERGEONE - Total For Capital Projects Fund</strong></td>
<td></td>
<td></td>
<td>$14,009.40</td>
</tr>
<tr>
<td></td>
<td>Customer Service</td>
<td>CONVERGEONE</td>
<td>$203.55</td>
</tr>
<tr>
<td></td>
<td>Plantronics Headset CS540 - Pauline Kuxhausen</td>
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<td>$203.55</td>
</tr>
<tr>
<td><strong>CONVERGEONE - Total For Customer Service</strong></td>
<td></td>
<td></td>
<td>$203.55</td>
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<tr>
<td></td>
<td>Human Resources</td>
<td>CONVERGEONE</td>
<td>$158.10</td>
</tr>
<tr>
<td></td>
<td>Workstation &amp; phone</td>
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<td></td>
</tr>
<tr>
<td><strong>CONVERGEONE - Total For Human Resources</strong></td>
<td></td>
<td></td>
<td>$158.10</td>
</tr>
<tr>
<td></td>
<td>Police Administration</td>
<td>CONVERGEONE</td>
<td>$329.00</td>
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<tr>
<td></td>
<td>purchase phone for P/E super</td>
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<td></td>
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<tr>
<td><strong>CONVERGEONE - Total For Police Administration</strong></td>
<td></td>
<td></td>
<td>$340.57</td>
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<td><strong>CONVERGEONE - ALL DEPARTMENTS</strong></td>
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</table>

**Core & Main**

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<table>
<thead>
<tr>
<th>Department</th>
<th>Category</th>
<th>Description</th>
<th>Cost</th>
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</thead>
<tbody>
<tr>
<td>Core &amp; Main</td>
<td>Water</td>
<td>various sizes of meters and registers</td>
<td>$3,343.60</td>
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<tr>
<td>Core &amp; Main</td>
<td>Water</td>
<td>various sizes of meters and registers</td>
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<td></td>
<td>Total For Water</td>
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<td>ALL DEPARTMENTS</td>
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**CPS DISTRIBUTORS**

<table>
<thead>
<tr>
<th>Department</th>
<th>Category</th>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>CPS DISTRIBUTORS</td>
<td>Cemetery</td>
<td>MARKING PAINT FOR LOCATES AND STAND IRRI</td>
<td>$73.86</td>
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<tr>
<td></td>
<td></td>
<td>Total For Cemetery</td>
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<tr>
<td></td>
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<td>ALL DEPARTMENTS</td>
<td>$73.86</td>
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**CPU IIT**

<table>
<thead>
<tr>
<th>Department</th>
<th>Category</th>
<th>Description</th>
<th>Cost</th>
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</thead>
<tbody>
<tr>
<td>CPU IIT</td>
<td>Casper Events Center Fund</td>
<td>Adapters for the Event Center</td>
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<td>Total For Casper Events Center Fund</td>
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<tr>
<td>CPU IIT</td>
<td>Finance</td>
<td>Laptop Computers for Budget Office</td>
<td>$1,963.99</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Total For Finance</td>
<td>$1,963.99</td>
</tr>
<tr>
<td>CPU IIT</td>
<td>Information Services</td>
<td>UPS</td>
<td>$88.40</td>
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<td>Total For Information Services</td>
<td>$88.40</td>
</tr>
<tr>
<td>CPU IIT</td>
<td>Planning - Admin</td>
<td>ELECTRONIC SALES</td>
<td>$32.99</td>
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<td></td>
<td></td>
<td>Total For Planning - Admin</td>
<td>$32.99</td>
</tr>
<tr>
<td>CPU IIT</td>
<td>Sewer Fund - Collection</td>
<td>replacement laptop</td>
<td>$1,749.00</td>
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<td></td>
<td></td>
<td>Total For Sewer Fund - Collection</td>
<td>$1,749.00</td>
</tr>
<tr>
<td>CPU IIT</td>
<td></td>
<td>Total For Sewer Fund - Collection</td>
<td>$2,085.90</td>
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<tr>
<td></td>
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<td>ALL DEPARTMENTS</td>
<td>$4,239.26</td>
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**DANA KEPNER CO.**

<table>
<thead>
<tr>
<th>Department</th>
<th>Category</th>
<th>Description</th>
<th>Cost</th>
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<tbody>
<tr>
<td>DANA KEPNER CO.</td>
<td>Water - Distribution</td>
<td>4&quot; MJ BENDS</td>
<td>$297.50</td>
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<tr>
<td>DANA KEPNER CO.</td>
<td>Water - Distribution</td>
<td>COR-TEN TEE HEAD BOLT</td>
<td>$67.60</td>
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<tr>
<td>DANA KEPNER CO.</td>
<td>Water - Distribution</td>
<td>head bolts</td>
<td>$119.80</td>
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<td></td>
<td></td>
<td>Total For Water - Distribution</td>
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<td>ALL DEPARTMENTS</td>
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**DAVIDSON FIXED INCOM**

<table>
<thead>
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<th>Category</th>
<th>Description</th>
<th>Cost</th>
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</thead>
<tbody>
<tr>
<td>DAVIDSON FIXED INCOM</td>
<td>Weed &amp; Pest Fund</td>
<td>September 2019 Investment Fees</td>
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### DAYS INNS/DAYSTOP

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<th>DAYS INNS/DAYSTOP</th>
<th>DAYS INNS</th>
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<tbody>
<tr>
<td>DAYS INNS/DAYSTOP</td>
<td>State</td>
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<td>$65.00</td>
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<tr>
<td>DAYS INNS/DAYSTOP</td>
<td>Total For State</td>
<td></td>
<td>$65.00</td>
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<tr>
<td>DAYS INNS/DAYSTOP</td>
<td>ALL DEPARTMENTS</td>
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<td>$65.00</td>
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</table>

### DELL MARKETING LP

<table>
<thead>
<tr>
<th>DELL MARKETING LP</th>
<th>Activity</th>
<th>Description</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>DELL MARKETING LP</td>
<td>Balefill - Dispatch</td>
<td>Technology Items (computers, software, and necessary items)</td>
<td>$458.27</td>
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<tr>
<td>DELL MARKETING LP -</td>
<td>Total For Balefill</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Dispatch</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DELL MARKETING LP</td>
<td>Capital Projects Fund</td>
<td>Four (4) basic workstation computers.</td>
<td>$1,520.32</td>
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<td>DELL MARKETING LP -</td>
<td>Total For Capital</td>
<td></td>
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<tr>
<td></td>
<td>Projects Fund</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DELL MARKETING LP</td>
<td>Casper Events Center Fund</td>
<td>Buying replacement computers to replace Wind</td>
<td>$5,701.20</td>
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<td>DELL MARKETING LP -</td>
<td>Total For Casper</td>
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<td></td>
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<td></td>
<td>Events Center Fund</td>
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</tr>
<tr>
<td>DELL MARKETING LP</td>
<td>Cemetery</td>
<td>REPLACE LAP TOP CHCO3</td>
<td>$380.08</td>
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<tr>
<td>DELL MARKETING LP -</td>
<td>Total For Cemetery</td>
<td></td>
<td></td>
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<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DELL MARKETING LP</td>
<td>City Attorney</td>
<td>Technology Items (computers, software, and necessary items)</td>
<td>$363.04</td>
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<td>DELL MARKETING LP -</td>
<td>Total For City</td>
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<td></td>
<td>Attorney</td>
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<tr>
<td>DELL MARKETING LP</td>
<td>City Manager</td>
<td>Technology Items (computers, software, and necessary items)</td>
<td>$380.08</td>
</tr>
<tr>
<td>DELL MARKETING LP -</td>
<td>Total For City</td>
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<td></td>
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<tr>
<td></td>
<td>Manager</td>
<td></td>
<td></td>
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<tr>
<td>DELL MARKETING LP</td>
<td>Engineering</td>
<td>Renew subscription for Adobe Acrobat Pro DC</td>
<td>$181.52</td>
</tr>
<tr>
<td>DELL MARKETING LP -</td>
<td>Total For Engineering</td>
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<td></td>
<td></td>
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<tr>
<td>DELL MARKETING LP</td>
<td>Finance</td>
<td>Laptop Computers for Budget Office</td>
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<td>Total For Finance</td>
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<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DELL MARKETING LP</td>
<td>Fire Administration</td>
<td>Laptop, keyboard/mouse, software from Quote</td>
<td>$380.08</td>
</tr>
<tr>
<td>DELL MARKETING LP</td>
<td>Fire Administration</td>
<td>Replacement Computer for GIS Analyst</td>
<td>$380.08</td>
</tr>
<tr>
<td>DELL MARKETING LP -</td>
<td>Total For Fire</td>
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<td></td>
<td>Administration</td>
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<tr>
<td>DELL MARKETING LP</td>
<td>Human Resources</td>
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<td>Total For Human</td>
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<td>DELL MARKETING LP</td>
<td>Planning - Admin</td>
<td>Replace Dee Hardy's Computer and software</td>
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<td>DELL MARKETING LP</td>
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<td>ADOBE Software for Dee Hardy's laptop Computer</td>
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<td>DELL MARKETING LP</td>
<td>Refuse - Residential</td>
<td>Technology Items (computers, software, and necessary items)</td>
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<td>DELL MARKETING LP - Adobe Acrobat Subscription Renewal</td>
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<td>DIAMOND VOGEL PAINTS - Parks - Parks Maint. Stuff for Mural in Riverview</td>
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<td>DIAMOND VOGEL PAINTS - Parks - Parks Maint. Paint for Mural project in Riverview Park</td>
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DIAMOND VOGEL PAINTS - ALL DEPARTMENTS $820.73

DION LABEL PRINTING,
DION LABEL PRINTING, Hogadon - Operations Lift tickets $2,648.95
DION LABEL PRINTING, - Total For Hogadon - Operations $2,648.95
DION LABEL PRINTING, - ALL DEPARTMENTS $2,648.95

DIRKSEN NORTH
DIRKSEN NORTH City Manager Breakfast in DC for Opportunity Zone trip $3.75
DIRKSEN NORTH - Total For City Manager $3.75
DIRKSEN NORTH - ALL DEPARTMENTS $3.75

DISCOUNTMUGS.COM
DISCOUNTMUGS.COM Human Resources ORIENTATION WATER BOTTLES $606.90
DISCOUNTMUGS.COM - Total For Human Resources $606.90
DISCOUNTMUGS.COM - ALL DEPARTMENTS $606.90

DOLLAR TREE
DOLLAR TREE Rec Center - Classes VARIETY STORES $55.00
DOLLAR TREE - Total For Rec Center - Classes $55.00
DOLLAR TREE - ALL DEPARTMENTS $55.00

DONS MOBILE CARPET I
DONS MOBILE CARPET I Urban Forestry City Hall Flooring 19-006 $385.00
DONS MOBILE CARPET I - Total For Urban Forestry $385.00
DONS MOBILE CARPET I - ALL DEPARTMENTS $385.00

DOS REALES MEXICAN
DOS REALES MEXICAN Police Administration EATING PLACES, RESTAURANTS $11.28
DOS REALES MEXICAN - Total For Police Administration $11.28
DOS REALES MEXICAN - ALL DEPARTMENTS

$11.28

DUSTBUSTERS ENTERPRI

DUSTBUSTERS ENTERPRI Streets Dustgard 19889/CP Storage $2,479.88

DUSTBUSTERS ENTERPRI - Total For Streets $2,479.88

DUSTBUSTERS ENTERPRI - ALL DEPARTMENTS $2,479.88

E&F HOLDING CO.

E&F HOLDING CO. Police Administration TOWING SERVICES $60.00
E&F HOLDING CO. Police Administration TOWING SERVICES $60.00

E&F HOLDING CO. - Total For Police Administration $120.00

E&F HOLDING CO. - ALL DEPARTMENTS $120.00

EAGLE MOUNTAIN PRODU

EAGLE MOUNTAIN PRODU Hogadon - Operations Snow-making Hydrants and parts $767.80
EAGLE MOUNTAIN PRODU Hogadon - Operations Snow making water hydrants and repair parts $865.99

EAGLE MOUNTAIN PRODU - Total For Hogadon - Operations $1,633.79

EAGLE MOUNTAIN PRODU - ALL DEPARTMENTS $1,633.79

ECONOLITE

ECONOLITE Traffic Control Freight on UPS transfer switch upgrade $26.60

ECONOLITE - Total For Traffic Control $26.60

ECONOLITE - ALL DEPARTMENTS $26.60

ECONOMIC DEVELOPMENT

ECONOMIC DEVELOPMENT Social Community Services 2nd Qtr Fy20 Admin & Incentive Funds 107,182.25

ECONOMIC DEVELOPMENT - Total For Social Community Services $107,182.25

ECONOMIC DEVELOPMENT - ALL DEPARTMENTS $107,182.25

ELITE EDGE FIREARMS

ELITE EDGE FIREARMS Police Administration Domestic Violence Sexual Assault Training $190.00

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ELITE EDGE FIREARMS - Total For Police Administration

ELITE EDGE FIREARMS - ALL DEPARTMENTS

$190.00

EMPLOYEE REIMBURSEME

EMPLOYEE REIMBURSEME - Buildings & Structures Fund
Clothing Reimbursement

$29.96

EMPLOYEE REIMBURSEME - Total For Buildings & Structures Fund

$29.96

EMPLOYEE REIMBURSEME - Cemetery
Work Jean Reimbursement

$90.02

EMPLOYEE REIMBURSEME - Total For Cemetery

$90.02

EMPLOYEE REIMBURSEME - Police Administration
Clothing Reimbursement

$173.22

EMPLOYEE REIMBURSEME - Total For Police Administration

$173.22

EMPLOYEE REIMBURSEME - ALL DEPARTMENTS

$293.20

ENERGY LABORATORIES

ENERGY LABORATORIES - Water - Tanks
Lab testing

$352.00

ENERGY LABORATORIES - Water - Tanks
Lab testing

$352.00

ENERGY LABORATORIES - Total For Water - Tanks

$704.00

ENERGY LABORATORIES - ALL DEPARTMENTS

$704.00

ENERGY LABRATORIES I

ENERGY LABRATORIES I - Capital Projects Fund
Soil Samples North Platte Pre Construction

$6,124.20

ENERGY LABRATORIES I - Capital Projects Fund
Soil Samples North Platte Pre Construction

$5,549.38

ENERGY LABRATORIES I - Total For Capital Projects Fund

$11,673.58

ENERGY LABRATORIES I - ALL DEPARTMENTS

$11,673.58

ENGINEERING DESIGN A

ENGINEERING DESIGN A - Capital Projects Fund
Design - Metro Kennel HVAC

$1,375.00

ENGINEERING DESIGN A - Total For Capital Projects Fund

$1,375.00

ENGINEERING DESIGN A - ALL DEPARTMENTS

$1,375.00

ENTENMANN-ROVIN COMP

ENTENMANN-ROVIN COMP - Operations
Dome Badge/Letters/Engraving

$296.00

ENTENMANN-ROVIN COMP - Operations
Deme Badeg, Letters, Engraving

$127.75

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## ENTENMANN-ROVIN COMP

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## EUROFINS EATON ANALY

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## EVOQUA WATER TECHNOL

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## EXXONMOBIL

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## FACEBK PFSMTQEKH2

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## FAMILY GREENS

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<td>FAMILY GREENS (All Departments)</td>
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<tr>
<th>Description</th>
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<tr>
<td><strong>FAMILY GREENS - ALL DEPARTMENTS</strong></td>
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<tr>
<td><strong>Farmers &amp; Distillers</strong></td>
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<tr>
<td>Farmers &amp; Distillers</td>
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<td>City Manager</td>
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<tr>
<td>Dinner with Mayor Powell in DC for Opportunity</td>
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<tr>
<td><strong>Farmers &amp; Distillers - Total For City Manager</strong></td>
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<td>Farmers &amp; Distillers</td>
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<td>Dinner with Mayor Powell in DC for Opportunity</td>
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<td><strong>Farmers &amp; Distillers - Total For Council</strong></td>
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<td>Farmers &amp; Distillers</td>
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<td><strong>Farmers &amp; Distillers - ALL DEPARTMENTS</strong></td>
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<tr>
<td><strong>FEDEX 789748742312 - ALL DEPARTMENTS</strong></td>
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<td>FEDEX 99062361</td>
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<td>COURIER SERVICES-AIR OR GROUND,FREIGHT F</td>
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<td><strong>FEDEX 99062361 - ALL DEPARTMENTS</strong></td>
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<td>FERGUSON ENTERPRISES</td>
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<td>Water - Distribution</td>
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<td>valve boxes</td>
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<td><strong>FERGUSON ENTERPRISES - ALL DEPARTMENTS</strong></td>
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<td>FIDDLERS CRAB HOUSE</td>
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<td>Police Administration</td>
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<td>EATING PLACES, RESTAURANTS</td>
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<td><strong>FIDDLERS CRAB HOUSE - Total For Police Administration</strong></td>
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<td><strong>FIDDLERS CRAB HOUSE - ALL DEPARTMENTS</strong></td>
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<td><strong>FIORELLA'S JACK STAC</strong></td>
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FIORELLA’S JACK STAC  Police Administration  EATING PLACES, RESTAURANTS  $14.72

FIORELLA’S JACK STAC - Total For Police Administration  $14.72

FIORELLA’S JACK STAC - ALL DEPARTMENTS  $14.72

FIREHOUSEPIZZAWOODFI  Golf - Operations  EATING PLACES, RESTAURANTS  $35.41

FIREHOUSEPIZZAWOODFI - Total For Golf - Operations  $35.41

FIREHOUSEPIZZAWOODFI - ALL DEPARTMENTS  $35.41

FIRST DATA MERCHANT  Balefill - Dispatch  August 2019 Credit Card Fees  $4,142.33

FIRST DATA MERCHANT - Total For Balefill - Dispatch  $4,142.33

FIRST DATA MERCHANT  Cemetery  August 2019 Credit Card Fees  $65.23

FIRST DATA MERCHANT - Total For Cemetery  $65.23

FIRST DATA MERCHANT  Code Enforcement  August 2019 Credit Card Fees  $216.93

FIRST DATA MERCHANT - Total For Code Enforcement  $216.93

FIRST DATA MERCHANT  Customer Service  August 2019 Fees  $2,005.22

FIRST DATA MERCHANT - Total For Customer Service  $2,005.22

FIRST DATA MERCHANT  Ft. Caspar  August 2019 Credit Card Fees  $133.31

FIRST DATA MERCHANT - Total For Ft. Caspar  $133.31

FIRST DATA MERCHANT  Golf - Operations  August 2019 Credit Card Fees  $1,504.79

FIRST DATA MERCHANT - Total For Golf - Operations  $1,504.79

FIRST DATA MERCHANT  Metro Animal Fund - Admin  August 2019 Credit Cards Fees  $65.14

FIRST DATA MERCHANT - Total For Metro Animal Fund - Admin  $65.14

FIRST DATA MERCHANT  Police Administration  August 2019 credit card fees  $85.23

FIRST DATA MERCHANT - Total For Police Administration  $85.23

FIRST DATA MERCHANT  Refuse - Commercial  August 2019 Credit Card Fees  $30.34

FIRST DATA MERCHANT - Total For Refuse - Commercial  $30.34

FIRST DATA MERCHANT - ALL DEPARTMENTS  $8,248.52

FIRST VETERINARY SUP  Metro Animal Fund - Admin  DRUGS,DRUG PROPRIETARIES AND DRUGGIST’S  $422.10

FIRST VETERINARY SUP - Total For Metro Animal Fund - Admin  $422.10

Printed on 10/10/2019 1:03:46 PM  Page 31 of 81
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<td><strong>FOGO DE CHAO PARK ME - Total For Police Administration</strong></td>
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<td>FOGO DE CHAO PARK ME - ALL DEPARTMENTS</td>
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<td>FORESTRY SUPPLIERS I</td>
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<td>FREDDY'S 11-0005</td>
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<td>FRESHII - 119 BROADW</td>
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<td><strong>FRESHII - 119 BROADW - Total For Police Administration</strong></td>
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<td>GARY MARSH, INC.</td>
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<td><strong>GARY MARSH, INC. - Total For Golf - Rental</strong></td>
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<td>GARY MARSH, INC.</td>
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<td><strong>GARY MARSH, INC. - ALL DEPARTMENTS</strong></td>
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<td><strong>GEOSYNTEC CONSULTANT - Total For Balefill - Dispatch</strong></td>
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<td><strong>GIH GLOBALINDUSTRIAL - Total For Metro Animal Fund - Admin</strong></td>
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<td><strong>GIH GLOBALINDUSTRIAL - ALL DEPARTMENTS</strong></td>
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<td>GLOBAL SPECTRUM L.P.</td>
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<td><strong>GLOBAL SPECTRUM L.P. - Total For Property Insurance Fund</strong></td>
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<td><strong>GLOBAL SPECTRUM L.P. - ALL DEPARTMENTS</strong></td>
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### HOBBY-LOBBY #0233

| HOBBY-LOBBY #0233 | Hogadon - Operations | Picture Frame | $29.99  

**HOBBY-LOBBY #0233 - Total For Hogadon - Operations**  
$29.99

**HOBBY-LOBBY #0233 - ALL DEPARTMENTS**  
$29.99

### HOLIDAY INN EXPRESS

| HOLIDAY INN EXPRESS | Police Administration | HOLIDAY INNS | $823.33  

**HOLIDAY INN EXPRESS - Total For Police Administration**  
$823.33

**HOLIDAY INN EXPRESS - ALL DEPARTMENTS**  
$823.33

### HOMAX OIL SALES, INC

| HOMAX OIL SALES, INC | Balefill - Dispatch | LD Bulk Fuel | $22,359.17  

**HOMAX OIL SALES, INC - Total For Balefill - Dispatch**  
$22,359.17

| HOMAX OIL SALES, INC | Fleet Maintenance Fund | Stock 01/F1 | $18,434.11  

**HOMAX OIL SALES, INC - Total For Fleet Maintenance Fund**  
$39,847.03

| HOMAX OIL SALES, INC | Fleet Maintenance Fund | Stock 02/F2 | $20,323.92  

| HOMAX OIL SALES, INC | Fleet Maintenance Fund | Stock/Def Bulk | $1,089.00  

**HOMAX OIL SALES, INC - Total For Fleet Maintenance Fund**  
$39,847.03

| HOMAX OIL SALES, INC | Golf - Operations | Gasoline | $1,657.60  

**HOMAX OIL SALES, INC - Total For Golf - Operations**  
$3,270.54

| HOMAX OIL SALES, INC | Golf - Operations | Diesel Fuel | $1,612.94  

| HOMAX OIL SALES, INC | Refuse - Residential | Blue DEF Urea | $616.00  

**HOMAX OIL SALES, INC - Total For Refuse - Residential**  
$616.00

| HOMAX OIL SALES, INC | Water - Distribution | Fuel | $4,025.23  

**HOMAX OIL SALES, INC - Total For Water - Distribution**  
$4,025.23

**HOMAX OIL SALES, INC - ALL DEPARTMENTS**  
$70,117.97

### HOMEDEPOT.COM

| HOMEDEPOT.COM | Rec Center - Operations | HOME SUPPLY WAREHOUSE STORES | $754.00  

**HOMEDEPOT.COM - Total For Rec Center - Operations**  
$754.00

**HOMEDEPOT.COM - ALL DEPARTMENTS**  
$754.00

### HOSE & RUBBER SUPPLY

Printed on 10/10/2019 1:03:46 PM  
Page 37 of 81
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<td>Magnets for resale in museum store</td>
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**Total Expenses**

- HOSE & RUBBER SUPPLY - ALL DEPARTMENTS: $2,893.48
- HOTEL ALBUQ AT OLD T - ALL DEPARTMENTS: $496.48
- HOWARD SUPPLY COMPAN - ALL DEPARTMENTS: $426.04
- HUDSONST1740 - ALL DEPARTMENTS: $11.71
- Hueys Restaurant - ALL DEPARTMENTS: $15.62
- IDEAMAN INC / AMERIC - ALL DEPARTMENTS: $165.53
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**KNIFE RIVER 5701 - ALL DEPARTMENTS**

$1,081.35

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**KNIFE RIVER/JTL - Total For Balefill - Dispatch**

$271.23

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**KNIFE RIVER/JTL - Total For Capital Projects Fund**

$314,038.92

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**KNIFE RIVER/JTL - Total For Streets**

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**KNIFE RIVER/JTL - ALL DEPARTMENTS**

$317,501.05

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**KUBWATER RESOURCES, - Total For WWTP - Operations**

$5,618.85

**KUBWATER RESOURCES, - ALL DEPARTMENTS**

$5,618.85

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$42.42

**KWIK TRIP 441000044 - ALL DEPARTMENTS**

$42.42

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**LAMAR MEDIA CORP - Total For Sewer Fund - Stormwater**

$1,500.00

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## MCDONALD'S F8015 - ALL DEPARTMENTS

$7.93

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### MCMURRY READY MIX CO - ALL DEPARTMENTS

$4,178.85

## MED VET INTERNATIONALA

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### MED VET INTERNATIONALA - ALL DEPARTMENTS

$444.65

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<td>Fleet Maintenance Fund</td>
<td>July &amp; Aug 2019 Supplies</td>
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NAPA AUTO PARTS CORP

<table>
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<tr>
<td>Hogadon - Operations</td>
<td>Shop tools</td>
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<td>Water - Distribution</td>
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NAPA AUTO PARTS CORP - ALL DEPARTMENTS

$155,009.09

NATIONAL BENEFIT SER

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NATIONAL BENEFIT SER - ALL DEPARTMENTS

$399.55

NATRONA COUNTY OFFIC

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<td>Aquatics - Operations</td>
<td>Aquatic Center Lap Pool License</td>
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<td>NATRONA COUNTY OFFIC - Total For Aquatics - Operations</td>
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<td>Capital Projects Fund</td>
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<td>NATRONA COUNTY OFFIC - Total For Capital Projects Fund</td>
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NATRONA COUNTY OFFIC - ALL DEPARTMENTS

$27,717.55

NCL OF WISCONSIN INC

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<tr>
<td>WWTP - Operations</td>
<td>Lab supplies</td>
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<td>NCL OF WISCONSIN INC - Total For WWTP - Operations</td>
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NCL OF WISCONSIN INC - ALL DEPARTMENTS

$177.47

NETWORK FLEET.

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<th>Item Description</th>
<th>Quantity</th>
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<td>Animal Control</td>
<td>SEPT 2019 AVL SVC CHARGES</td>
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<td>NETWORK FLEET. - Total For Animal Control</td>
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<tr>
<td>Code Enforcement</td>
<td>SEPT 2019 AVL SVC CHARGES</td>
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<td>NETWORK FLEET. - Total For Code Enforcement</td>
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<td>NETWORK FLEET. Parks Parks Maint.</td>
<td>SEPT 2019 AVL SVC CHARGES</td>
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<td>NETWORK FLEET. Refuse Residential</td>
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<td>NETWORK FLEET. Sewer Fund Collection</td>
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<td>NETWORK FLEET. Total For All Departments</td>
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**NMI NATIONWIDE**

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<td>DIRECT MARKETING INSURANCE SERVICES</td>
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**NMI NATIONWIDE - All Departments**

$50.00

**NOLAND FEED**

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<td>VARIETY STORES</td>
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**NOLAND FEED - All Departments**

$1,251.72

**NONOS CAFE**

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**NONOS CAFE - All Departments**

$58.00

**NORCO, INC.**

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<td>Landfill Safety Signs</td>
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<td>Buildings &amp; Structures Fund</td>
<td>City Hall custodial supplies</td>
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<td>LAB/MEDICAL/DENTAL/OPHTHALMIC HOSPITAL</td>
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<td>Regional Water Operations</td>
<td>Cartridges for face mask</td>
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<td>HARD ROLL KLEENEX TOWELS</td>
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<td>WWTP - Operations</td>
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<td>OC HIGHLANDS RANCH</td>
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QDOBA - ALL DEPARTMENTS

$14.31

RALPH JUAREZ
RALPH JUAREZ Police Administration August 6, 2019 "Classic Rock Band" $300.00
RALPH JUAREZ - Total For Police Administration $300.00
RALPH JUAREZ - ALL DEPARTMENTS $300.00

RAMKOTA HOTEL AND CO
RAMKOTA HOTEL AND CO Golf - Operations LODGING FOR ERIC KARY GOLF SUPER $94.00
RAMKOTA HOTEL AND CO Golf - Operations Tax Credit for A Fankhauser lodging ($8.46)
RAMKOTA HOTEL AND CO Golf - Operations LODGING, Golf Super Candidate A Fankhauser $131.59
RAMKOTA HOTEL AND CO - Total For Golf - Operations $217.13
RAMKOTA HOTEL AND CO - ALL DEPARTMENTS $217.13

RAMSHORN CONSTRUCTIO
RAMSHORN CONSTRUCTIO Capital Projects Fund 13th Street Improvements 18-075 298,920.71
RAMSHORN CONSTRUCTIO Capital Projects Fund Bryan Stock Trail and Metro Rd. 18-019 244,218.22
RAMSHORN CONSTRUCTIO - Total For Capital Projects Fund $543,138.93
RAMSHORN CONSTRUCTIO Refuse - Recycling Bryan Stock Trail and Metro Rd. 18-019 32,804.97
RAMSHORN CONSTRUCTIO - Total For Refuse - Recycling $32,804.97
RAMSHORN CONSTRUCTIO Water - Distribution Bryan Stock Trail and Metro Rd. 18-019 42,411.96
RAMSHORN CONSTRUCTIO - Total For Water - Distribution $42,411.96
RAMSHORN CONSTRUCTIO - ALL DEPARTMENTS $618,355.86

RANDALL W. HEIN, AIA
RANDALL W. HEIN, AIA Balefill - Dispatch Baler Bldg Expansion 6,230.00
RANDALL W. HEIN, AIA Balefill - Dispatch MRF Expansion 13-050 8,122.13
RANDALL W. HEIN, AIA - Total For Balefill - Dispatch $14,352.13
RANDALL W. HEIN, AIA - ALL DEPARTMENTS $14,352.13

REAL DEAL ECOBLASTIN
REAL DEAL ECOBLASTIN Fleet Maintenance Fund Sand Blast Unit 992 3,400.00

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**ROCKY MTN. FIRE SYST**

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**ROMANOS 1196**

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<td>ROMANOS 1196</td>
<td>Police Administration</td>
<td>EATING PLACES, RESTAURANTS</td>
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| ROMANOS 1196 - Total For Police Administration | Electricity | $15.93    |
### Rooter

<table>
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<th>Department</th>
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<td>Parks - Parks Maint.</td>
<td>Provide/Install/Service Rented Portable Toilets</td>
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**Rooter - Total For Parks - Parks Maint.**

$5,581.22

**Rooter - ALL DEPARTMENTS**

$5,581.22

### SAFEWARE INC

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<td>Special Fire Assistance Fund</td>
<td>Level A HazMat Suits</td>
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**SAFEWARE INC - Total For Special Fire Assistance Fund**

$18,333.48

**SAFEWARE INC - ALL DEPARTMENTS**

$18,333.48

### SAFEWAY #0548

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<th>Department</th>
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<td>Special Fire Assistance Fund</td>
<td>Food while Wildland Fire</td>
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**SAFEWAY #0548 - Total For Special Fire Assistance Fund**

$40.09

**SAFEWAY #0548 - ALL DEPARTMENTS**

$40.09

### SAGEVIEW CONSULTING

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<th>Department</th>
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<td>Health Insurance Fund</td>
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**SAGEVIEW CONSULTING - Total For Health Insurance Fund**

$5,000.00

**SAGEVIEW CONSULTING - ALL DEPARTMENTS**

$5,000.00

### SAMS CLUB #6425

<table>
<thead>
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<th>Department</th>
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<td>SAMS CLUB #6425</td>
<td>Balefill - Dispatch</td>
<td>SAFETHY MEETING SUPPLIES AND JANITORIAL</td>
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<td>SAMS CLUB #6425</td>
<td>Balefill - Dispatch</td>
<td>Scale House Ops Supplies</td>
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**SAMS CLUB #6425 - Total For Balefill - Dispatch**

$101.87

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<td>City Manager</td>
<td>COUNCIL SUPPLIES</td>
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**SAMS CLUB #6425 - Total For City Manager**

$84.10
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<td>SAMS CLUB #6425</td>
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<td>Total For Refuse - Residential</td>
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<td>Total For Ice Arena - Concessions</td>
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<td>City Hall paper towels and trashbags</td>
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**SAMSCLUB.COM - ALL DEPARTMENTS**

$632.32
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<td>SPECTRUM REACH</td>
<td>Public Safety Communication</td>
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<td>SPF45 - Police Administration</td>
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<td>SPF45 - Police Administration</td>
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</table>
SPF45 - Total For Police Administration  $86.37
SPF45 - ALL DEPARTMENTS  $86.37

SPRINGHILL STES CHEY
SPRINGHILL STES CHEY Police Administration SPRINGHILL SUITES $206.80
SPRINGHILL STES CHEY - Total For Police Administration  $206.80
SPRINGHILL STES CHEY - ALL DEPARTMENTS  $206.80

SQ  SQ  UVC
SQ  SQ  UVC City Manager TAXICABS/LIMOUSINES $5.82
SQ  SQ  UVC - Total For City Manager  $5.82
SQ  SQ  UVC Council TAXICABS/LIMOUSINES $5.81
SQ  SQ  UVC - Total For Council  $5.81
SQ  SQ  UVC - ALL DEPARTMENTS  $11.63

SQ  SQ  BEST CAB
SQ  SQ  BEST CAB Police Administration TAXICABS/LIMOUSINES $24.98
SQ  SQ  BEST CAB - Total For Police Administration  $24.98
SQ  SQ  BEST CAB - ALL DEPARTMENTS  $24.98

SQ  SQ  PEDEN'S
SQ  SQ  PEDEN'S Ice Arena - Operations CIA STAFF UNIFORM SHIRTS $210.00
SQ  SQ  PEDEN'S - Total For Ice Arena - Operations  $210.00
SQ  SQ  PEDEN'S Police Administration MEN'S AND WOMEN'S CLOTHING STORES $8.00
SQ  SQ  PEDEN'S - Total For Police Administration  $8.00
SQ  SQ  PEDEN'S - ALL DEPARTMENTS  $218.00

SQ  SQ  SUMMIT ELECT
SQ  SQ  SUMMIT ELECT Buildings & Structures Fund Installed new started for slide pump $210.00
SQ  SQ  SUMMIT ELECT Buildings & Structures Fund Outlets for refrigerator at MS Pool per OSHA $238.46
SQ  SQ  SUMMIT ELECT Buildings & Structures Fund Erroneous charge credited back ($203.46)
SQ  SQ  SUMMIT ELECT Buildings & Structures Fund Electrical work to move heater in City Center pe $149.48

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<thead>
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<th>Department</th>
<th>Description</th>
<th>Amount</th>
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<td>Buildings &amp; Structures</td>
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<td>Fund</td>
<td>Erroneous charge</td>
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<td>Outsourced electrical</td>
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<td>Registration for WyGeo/WyoPass conference vi</td>
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<td>Police Administration</td>
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Total for Buildings & Structures Fund: $1,474.93

Total for Police Administration: $15.24

Total for Metro Planning Org: $232.88

Total for Training: $115.62
### SQUARE SQ BID'S PL - ALL DEPARTMENTS

$115.62

### SQUARE SQ PAPA JOH

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### STAPLES

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### STAPLES DIRECT

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**THE OLD BLINKING LIG**

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**TOWNSQUARE MEDIA CAS - Total For Golf - Operations**

$500.00

**TOWNSQUARE MEDIA CAS - ALL DEPARTMENTS**

$500.00

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**TRACTOR SUPPLY CO**

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**TRACTOR SUPPLY CO - Total For Operations**

$39.99

**TRACTOR SUPPLY CO - ALL DEPARTMENTS**

$39.99

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**TRANSMISSION DISTRIB**

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**TRANSMISSION DISTRIB - Total For Capital Projects Fund**

$99,467.57

**TRANSMISSION DISTRIB - ALL DEPARTMENTS**

$99,467.57

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**TRETO CONST.**

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**TRETO CONST. - Total For Capital Projects Fund**

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**TRETO CONST. - Total For Sewer Fund - Collection**

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**TRETO CONST. - Total For Water - Distribution**

$49,203.78

**TRETO CONST. - ALL DEPARTMENTS**

$440,689.17

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**TRI STATE OIL**

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**TRI STATE OIL - Total For Balefill - Diver**

$101.75

**TRI STATE OIL - ALL DEPARTMENTS**

$101.75

---

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## UBER TRIP

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## UNITED 0161528120

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Printed on 10/10/2019 1:03:47 PM  Page 73 of 81
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<td>$36,242.23</td>
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<td>WESTERN PLAINS LANDS - ALL DEPARTMENTS</td>
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<td>$38,186.00</td>
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Printed on 10/10/2019 1:03:47 PM
### WESTERN SLING CO

<table>
<thead>
<tr>
<th>Department</th>
<th>Account Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>WESTERN SLING CO</td>
<td>Hogadon - Operations fist grips counter weight</td>
<td>$165.00</td>
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</tbody>
</table>

**WESTERN SLING CO - Total For Hogadon - Operations**

- $165.00

**WESTERN SLING CO - ALL DEPARTMENTS**

- $165.00

### WESTERN WATER CONSUL

<table>
<thead>
<tr>
<th>Department</th>
<th>Account Description</th>
<th>Amount</th>
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<tbody>
<tr>
<td>WESTERN WATER CONSUL</td>
<td>Capital Projects Fund K Street Improvements 15-51</td>
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<td>WESTERN WATER CONSUL</td>
<td>Capital Projects Fund Midwest David-Elm 17-031</td>
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<td>WESTERN WATER CONSUL</td>
<td>Capital Projects Fund George Tani Parking Drainage 18-068</td>
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<td>WESTERN WATER CONSUL</td>
<td>Capital Projects Fund Midwest Ave. Recon Elm to Walnut 18-066</td>
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**WESTERN WATER CONSUL - Total For Capital Projects Fund**

- $21,299.32

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<tbody>
<tr>
<td>WESTERN WATER CONSUL</td>
<td>Sewer Fund - Collection Midwest David-Elm 17-031</td>
<td>$356.33</td>
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**WESTERN WATER CONSUL - Total For Sewer Fund - Collection**

- $356.33

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<th>Account Description</th>
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<tbody>
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<td>WESTERN WATER CONSUL</td>
<td>Water - Distribution Midwest David-Elm 17-031</td>
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**WESTERN WATER CONSUL - Total For Water - Distribution**

- $2,228.46

**WESTERN WATER CONSUL - ALL DEPARTMENTS**

- $23,884.11

### WESTERN WYOMING LOCK

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<td>Police Administration BUSINESS SERVICES NOT ELSEWHERE CLASSIFI</td>
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<td>Police Administration BUSINESS SERVICES NOT ELSEWHERE CLASSIFI</td>
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**WESTERN WYOMING LOCK - Total For Police Administration**

- $322.50

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<tr>
<td>WESTERN WYOMING LOCK</td>
<td>Sewer Fund - Collection lift station padlock keys</td>
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**WESTERN WYOMING LOCK - Total For Sewer Fund - Collection**

- $15.00

**WESTERN WYOMING LOCK - ALL DEPARTMENTS**

- $337.50

### WESTLAND PARK-RED BU

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<th>Department</th>
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<td>Sewer Fund Monthly Sewer Revenue less Admin fee and pay</td>
<td>$3,508.00</td>
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<td>WESTLAND PARK-RED BU</td>
<td>Sewer Fund Monthly Sewer Revenue less Admin fee and pay</td>
<td>($350.80)</td>
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**WESTLAND PARK-RED BU - Total For Sewer Fund**

- $3,157.20

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<tr>
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<th>Account Description</th>
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<tr>
<td>WESTLAND PARK-RED BU</td>
<td>WWTP Monthly Sewer Revenue less Admin fee and pay</td>
<td>($1,537.44)</td>
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- $3,157.20

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### WESTLAND PARK-RED BU

- **Total For WWTP**: $(1,537.44)$
- **Total For ALL DEPARTMENTS**: $1,619.76$

### WESTSIDE ANIMAL HOSP

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<tr>
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<td>Metro Animal Fund - Admin</td>
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<td>WESTSIDE ANIMAL HOSP - Total For Admin</td>
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### Wired

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<td>Wired - Total</td>
<td>For Capital Projects Fund</td>
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<td>Wired</td>
<td>Hogadon - Operations</td>
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<td>Wired - Total</td>
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<td>Wired - ALL DEPARTMENTS</td>
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<td>$13,223.40</td>
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### WM SUPERCENTER

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<tbody>
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<td>WM SUPERCENTER</td>
<td>City Manager</td>
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<td>WM SUPERCENTER</td>
<td>Ft. Caspar</td>
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<tr>
<td>WM SUPERCENTER</td>
<td>Operations</td>
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<td>WM SUPERCENTER - Total For Operations</td>
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<td>WM SUPERCENTER</td>
<td>Refuse - Recycling</td>
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<td>WM SUPERCENTER - Total For Refuse - Recycling</td>
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<td>WM SUPERCENTER</td>
<td>Water - Distribution</td>
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<td>WM SUPERCENTER</td>
<td>DEF &amp; cleaning supplies</td>
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<td>DEF &amp; cleaning supplies charged with tax - refund</td>
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<td>WM SUPERCENTER - Total For Water - Distribution</td>
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### WONDER WASH

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<thead>
<tr>
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<tbody>
<tr>
<td>WONDER WASH</td>
<td>Police Administration</td>
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<td>WONDER WASH - Total For Police Administration</td>
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<td>$30.95</td>
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<tr>
<td>Department</td>
<td>Sub-Department</td>
<td>Item</td>
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<tr>
<td>----------------------------</td>
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<tr>
<td>WONDER WASH - ALL DEPARTMENTS</td>
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<tr>
<td>WPSG- INC</td>
<td>Operations</td>
<td>Custom Leather Shield</td>
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<td>WPSG- INC</td>
<td>Total For Operations</td>
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<tr>
<td>WPSG- INC</td>
<td>All Departments</td>
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<tr>
<td>WY. MACHINERY CO.</td>
<td>Balefill - Dispatch</td>
<td>141402 2001 Compactor</td>
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<td>WY. MACHINERY CO.</td>
<td>Total For Balefill - Dispatch</td>
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<tr>
<td>WY. MACHINERY CO.</td>
<td>Balefill - Proc</td>
<td>New Front-Load 141507</td>
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<td>WY. MACHINERY CO.</td>
<td>All Departments</td>
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</tr>
<tr>
<td>WY. RENTS, LLC.</td>
<td>Streets</td>
<td>Rental of walk behind saw for 2nd &amp; Elk</td>
</tr>
<tr>
<td>WY. RENTS, LLC.</td>
<td>Streets</td>
<td>Walk behind saw rental for 2nd &amp; Washington</td>
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<td>WY. RENTS, LLC.</td>
<td>All Departments</td>
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<tr>
<td>WYOMING CAMERA</td>
<td>Prevention &amp; Inspection</td>
<td>Drone Battery and SD Card</td>
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<td>WYOMING CAMERA</td>
<td>Total For Prevention &amp; Inspection</td>
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<td>WYOMING CAMERA</td>
<td>All Departments</td>
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<tr>
<td>WYOMING STEEL &amp; RECY</td>
<td>Balefill - Proc</td>
<td>Baler Materials</td>
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<td>WYOMING STEEL &amp; RECY</td>
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<td>WYOMING STEEL &amp; RECY</td>
<td>All Departments</td>
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<tr>
<td>WYOMING STEEL, RECYC</td>
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Printed on 10/10/2019 1:03:47 PM  Page 80 of 81
<table>
<thead>
<tr>
<th>Department</th>
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<th>Amount</th>
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<tbody>
<tr>
<td>WYOMING STEEL, RECYC</td>
<td>New Bump Stops in Baler Bldg</td>
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<td>WYOMING STEEL, RECYC</td>
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<tr>
<td>WYOMING STEEL, RECYC</td>
<td>All Departments</td>
<td>$1,120.10</td>
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<tr>
<td>WYOMING TERMITE AND</td>
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<td>$175.00</td>
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<td>WYOMING TERMITE AND</td>
<td>City Hall Insect Assessment</td>
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<td>WYOMING TERMITE AND</td>
<td>Total For Buildings &amp; Structures Fund</td>
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<td>WYOMING TERMITE AND</td>
<td>All Departments</td>
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<td>XEROX CORPORATION/RB</td>
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<td>XEROX CORPORATION/RB</td>
<td>All Departments</td>
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<tr>
<td>CITYWIDE BILLS AND CLAIMS TOTAL</td>
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<td>$5,764,990.67</td>
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</table>

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

SUBMITTED BY     (Finance Dir) ________________________________ DATE __________

DULY AUDITED BY  (City Manager) ________________________________ DATE __________

APPROVED BY      (Mayor) ________________________________ DATE __________
### Payroll Disbursements

<table>
<thead>
<tr>
<th>Date</th>
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<tbody>
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<td>9/19/19</td>
<td>BENEFITS &amp; DEDUCTIONS</td>
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<td>10/2/19</td>
<td>FIRE PAYROLL</td>
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<td>10/2/19</td>
<td>BENEFITS &amp; DEDUCTIONS</td>
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**Total Payroll**  
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### Additional Accounts Payable

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<td>9/26/19</td>
<td>Pre Writs: Petty Cash, Utility Refunds, Travel Reimbursement</td>
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<td>Badger Meter</td>
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<td></td>
<td>Casper Municipal Band</td>
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<td></td>
<td>Brett Governanti</td>
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<td></td>
<td>First Interstate Bank- Petty Cash</td>
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<td>Rhyan, Haley</td>
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<td>Jeffery, Justin</td>
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<td>Joshua T Jenkins</td>
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<td>$147,295.92</td>
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**Total Additional AP**  
$3,347,679.41
MEMO TO: J. Carter Napier, City Manager
FROM: Liz Becher, Community Development Director

SUBJECT: Establish Date of Public Hearing for Consideration of an Ordinance approving a plat creating the Dewald Divide Addition, a subdivision agreement, and a zone change of said addition to C-2 (General Business), R-4 (High Density Residential) and ED (Educational District).

Meeting Type & Date:

Action Type:
Establish date of public hearing.

Recommendation:
That Council, by minute action, establish November 5, 2019 as the date of public hearing for consideration of an Ordinance approving a plat creating the Dewald Divide Addition, a subdivision agreement, and a zone change of said Addition from ED (Educational District) to C-2 (General Business), R-4 (High Density Residential) and ED (Educational District).

Summary:
Application has been made to plat the former Grant School site located at 1536 Oakcrest Avenue, at the corner of Oakcrest and East 15th Streets. The Natrona County School District vacated the site, and sold it to the applicant, who wishes to repurpose the old school as a daycare facility, and the undeveloped portion of the site for small commercial shops and multi-family residential. The site is approximately 6.33-acres in size, and is currently unplatted. The proposed layout of the Dewald Divide Addition consists of three (3) lots. Lot 1 is the location of the former school. Lot 2 is vacant, and formerly used as the outdoor play area for the school. Lot 3 is also vacant, and consists of a large hill. All three proposed lots exceed the City’s minimum lot size requirements in their respective zoning districts.

The topography of the subject property precludes future access to the lots from East 15th Street. Instead, all access to the individual lots is being planned off of Oakcrest. An access easement is being shown at the south end of the subdivision which will provide access to Lot 3, specifically. Proposed Lot 2 has adequate room available on Oakcrest for the addition of an approach in the future.

The entire property is currently zoned ED (Educational District), and the applicant plans to leave proposed Lot 1 zoned as such. Proposed Lot 2 is requested to be zoned C-2 (General Business), and proposed Lot 3 is requested to be zoned as R-4 (High Density Residential). Existing zoning in the surrounding area is as follows:
• PH (Park Historic) – south and west  
• R-2 (One Unit Residential) – north and east

The existing land uses in the surrounding area are primarily single-family residential, but also include the municipal golf course to the south, the Werner Wildlife Museum and the YMCA, both located generally west of the subject property, along East 15th Street.

Section 17.12.170 of the Casper Municipal Code requires that staff review all zoning requests in context with the approved Comprehensive Land Use Plan, and staff is required to provide a recommendation to the Planning and Zoning Commission and City Council as to how the zone change is either supported, or not supported. The Generation Casper Comprehensive Plan provides a Future Land Use Plan (FLU), which is found in Chapter Four (4), on Page 4-26. The FLU is an illustrative map that identifies the physical distribution of land uses, and forms the basis for future zoning and land use regulations. The property in question is in an area designated by the FLU as “Neighborhood Center.” Neighborhood Centers are designated for low-scale commercial uses supporting general neighborhood needs with supporting multifamily residential. Page 4-32 of the Generation Casper Plan provides the general characteristics of a Neighborhood Center, and states that they typically consist of offices, small grocery, and/or restaurants. Although primarily residential in character, other uses are focused at intersections and major corridors. Schools and other public facilities such as recreation centers are also located in Neighborhood Centers.

The Planning and Zoning Commission voted to unanimously support the plat and zone change after a public hearing on August 21, 2019. There were no public comments received. A notice of public hearing will be published in the Casper Star-Tribune advertising the City Council public hearing. All public hearings are also advertised on the Council agenda page of the City's website (casperwy.gov), and notices are mailed to all property owners within three hundred (300) feet.

Financial Considerations:  
Not applicable.

Oversight/Project Responsibility:  
Craig Collins, AICP, City Planner, is tasked with processing replats and zone changes.

Attachments:  
Location Map
MEMO TO: J. Carter Napier, City Manager

FROM: Liz Becher, Community Development Director

SUBJECT: Establish Public Hearing for Consideration of an Appeal of the Planning and Zoning Commission’s Decision to Deny a Zone Change of a 2.8-acre portion of Tract 4, North Platte River Park Addition, generally located at the corner of Events Drive and North Poplar Street, north of Wilkins Way, from PH (Park Historic) to C-4 (Highway Business)

Meeting Type & Date:
Regular Council Meeting, October 15, 2019

Action Type:
Establish Public Hearing for November 5, 2019

Recommendation:
That Council, by minute action, establish November 5, 2019 as the date of public hearing for consideration of an appeal of the Planning and Zoning Commission’s decision to deny a zone change of a 2.8-acre portion of Tract 4, North Platte River Park Addition, generally located at the corner of Events Drive and North Poplar Street, north of Wilkins Way, from PH (Park Historic) to C-4 (Highway Business).

Summary:
East Elkhorn Ranch, LLC has applied for a zoning classification change of a 2.8-acre parcel of property located at the corner of Events Drive and North Poplar Street, directly east of the Central Wyoming Counseling Center property. The subject property is currently zoned PH (Park Historic) and the applicants have requested that it be rezoned to C-4 (Highway Business). The property is currently undeveloped.

This property was acquired by the applicant, from the City, several years ago in a land trade. In that the property is no longer under City ownership, the PH (Park Historic) zoning of the property is no longer appropriate, and hinders the future development of the property. Surrounding zoning in the area includes C-4 (Highway Business) to the south, and PH (Park Historic) on all other sides. According to the zone change application submitted by the applicant, upon approval of the rezoning, the lot will be listed for sale.
The Planning and Zoning Commission reviewed the proposed zone change at their September 19, 2019 public hearing. The motion to approve the zone change failed by a 2-3 vote. The Planning and Zoning Commission members that opposed the zone change agreed with neighbors who opposed the C-4 (Highway Business) zoning because it would allow for land uses that would not be compatible with existing land uses in the immediate area. Pursuant to the Planning and Zoning Commission’s bylaws, it requires four (4) affirmative votes to pass any motion. Decisions of the Commission to deny a zone change may be appealed to the City Council, in writing, within ten (10) calendar days from the date of the written decision. Staff has received a request for an appeal from the applicant.

A notice of public hearing will be mailed to property owners within three hundred (300) feet, and will be published in the Casper Star-Tribune advertising the City Council public hearing on November 5, 2019. All public hearings are also advertised on the City Council’s agenda on the City website (casperwy.gov).

Financial Considerations:
There are no financial considerations regarding this case.

Oversight/Project Responsibility:
Craig Collins, City Planner, is tasked with processing the appeal request.

Attachments:
Location map
MEMO TO: J. Carter Napier, City Manager
FROM: Fleur Tremel, Assistant to the City Manager/City Clerk
Carla Mills-Laatsch, Licensing Specialist
SUBJECT: Establish November 5, 2019 as the Public Hearing Date for a New Restaurant Liquor License No. 43 for Ludovico, d/b/a Ludovico Located at 3095 Talon Drive Suite 1.

Meeting Type & Date
Regular Council Meeting
October 15, 2019

Action type
Establish Public Hearing
Minute Action

Recommendation
That Council, by minute action, establish November 5, 2019 as the Public Hearing date for a new restaurant liquor license No. 43 for Ludovico, d/b/a Ludovico located at 3095 Talon Drive Suite 1.

Summary
An application has been received requesting a new restaurant liquor license No. 43 for Ludovico, d/b/a Ludovico located at 3095 Talon Drive Suite 1. This address is located on the west side of town across the street from City Brew Coffee in the Mesa Development. This restaurant plans to open on November 1, 2019. If this license is approved they can begin to serve alcohol on November 6, 2019.

There will be a drive through window located at this establishment. The owners are aware that this liquor license does not allow for any alcohol to be sold for off premise consumption.

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

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

Financial Considerations
No Financial Considerations

Oversight/Project Responsibility
Carla Mills-Laatsch, Licensing Specialist

Attachments
None
MEMO TO: J. Carter Napier, City Manager

FROM: Liz Becher, Community Development Director

SUBJECT: Public Hearing for Consideration of an Ordinance Approving a Zone Change of 1.65-acres described as Tract A, Garden Creek Square Addition from Planned Unit Development (PUD) to General Business (C-2).

Meeting Type & Date:
Regular Council Meeting, October 15, 2019

Action Type:
First reading of ordinance and public hearing

Recommendation:
That Council, by ordinance, approve a zone change of 1.65-acres described as Tract A, Garden Creek Square Addition from Planned Unit Development (PUD) to General Business (C-2).

Summary:
Application has been received for a requested zoning classification change of a 1.65-acre parcel located at the northwest corner of SW Wyoming Boulevard and South Coffman Avenue. The property is currently undeveloped, and is zoned PUD (Planned Unit Development). The applicants have requested that the property be rezoned to C-2 (General Business) in anticipation of the development of a senior, multifamily residential project consisting of a total of forty-nine (49) units. Properties surrounding the subject parcel are zoned PUD (Planned Unit Development) to the north and west; R-4 (High Density Residential) to the east; and R-1 (Residential Estate) to the south.

The subject property is a part of a project that was approved in 1999 called Garden Creek Plaza. The original plan for Garden Creek Plaza was for the development of a multi-tenant retail building and eighteen (18) twin homes. The entire project encompassed approximately 7.55 acres, and obviously, the project never moved forward. The original owner/developer is now selling off 1.65-acres of the PUD (Planned Unit Development), which, as stated above, is approved for tax credits for the development of forty-nine senior residential units. The original plan for the area expired after the property remained undeveloped for three (3) years following approval. In that the PUD (Planned Unit Development) is now being broken up and sold/developed in separate parcels, staff suggested that the applicants apply for a zone change to C-2 (General Business), which would allow the project by right as a permitted use, and would expedite and simplify the development/review process for the applicants. Because of the density of the proposed multifamily project, it will ultimately require review and approval of the site plan by the Planning and Zoning Commission.
Staff supports, and the Planning and Zoning Commission agreed, that moving away from the PUD (Planned Unit Development) zoning in this case makes sense because of the straightforward nature of the project. PUD (Planned Unit Development) zoning is only beneficial in very limited circumstances when a project requires flexibility beyond what is typically allowed under standard zoning regulations. The C-2 (General Business) zoning district has been tweaked in recent years to serve as more of a mixed-use zoning district, and the need for PUD zoning has been waning as a result, thereby expediting and simplifying the development process.

Section 17.12.170 of the Casper Municipal Code requires that staff review zoning applications in the context of the approved Comprehensive Land Use Plan, and provide a recommendation to the Planning and Zoning Commission and City Council as to how the zone change is either supported, or not supported. The Generation Casper Comprehensive Plan provides a Future Land Use Plan (FLU), which is found in Chapter Four (4), on Page 4-26. The FLU is an illustrative map that identifies the physical distribution of land uses, and forms the basis for future zoning and land use regulations. The subject property is located in a transition area between an area designated as a “neighborhood center,” and the area along Garden Creek designated as “Parks and Open Space.” Page 4-32 of the Plan provides general characteristics of areas designated as neighborhood centers, which typically include low-scale commercial uses and supporting multifamily residential.

Chapter Three (3) of the Plan provides principles and goals. Principles and goals that may be applicable to the requested zone change are as follows:

Goal ECH1-4 – Housing Space: Promote land use patterns that provide adequate housing of all types, supported by integrated parks and services. (Pg. 3-5)

Goal ECH1-5 – Fair Housing: Provide a range of attainable and affordable housing throughout the community with equal access to fair housing. (Pg. 3-5)

Section 17.68.020 of the Municipal Code lists the following land uses as being permitted in the proposed C-2 (General Business) zoning district.

1. Animal clinics and animal treatment centers;
2. Apartments located within a business structure;
3. Arcades/amusement centers;
4. Assisted living;
5. Automobile park, sales area or service center;
6. Automobile service stations;
7. Banks, savings and loans, and finance companies;
8. Bars, taverns, retail liquor stores, and cocktail lounges;
9. Bed and breakfast;
10. Bed and breakfast homestay;
11. Bed and breakfast inn;
12. Business, general retail;
13. Chapels and mortuaries;
14. Churches;
15. Clubs or lodges;
16. Convenience establishment, medium volume;
17. Dance studios;
18. Day care, adult;
19. Child care center;
20. Family child care center—zoning review;
21. Family child care home;
22. Family child care home—zoning review;
23. Electrical, television, radio repair shops;
24. Gaming/gambling;
25. Grocery stores;
26. Group homes;
27. Homes for the homeless (emergency shelters);
28. Hotels, motels;
29. Neighborhood groceries;
30. Offices, general and professional;
31. Pet shops;
32. Medical laboratories, clinics, health spas, rehabilitation centers, real estate brokers, insurance agents;
33. Parking garages and/or lots;
34. Parks, playgrounds, historical sites, golf courses, and other similar recreational facilities;
35. Pawn shops;
36. Personal service shops;
37. Pharmacies;
38. Printing and newspaper houses;
39. Reception centers;
40. Recreation centers;
41. Restaurants, cafés, and coffee shops;
42. Retail business;
43. Sundry shops and specialty shops;
44. Theaters, auditoriums, and other places of indoor assembly;
45. Thrift shops;
46. Vocational centers, medical and professional institutions;
47. Neighborhood assembly uses;
48. Regional assembly uses;
49. Branch community facilities;
50. Neighborhood grocery;
51. Conventional site-built and modular single and multifamily dwellings and "manufactured homes" meeting the definition and standards set forth in Section 17.08.010.

The Planning and Zoning Commission voted to unanimously support the plat and zone change after a public hearing on September 19, 2019. There were no public comments received. A notice of public hearing will be published in the Casper Star-Tribune advertising the City Council public hearing. All public hearings are also advertised on the Council agenda page of the City's website (casperwy.gov), and notices are mailed to all property owners within three hundred (300) feet.

Financial Considerations:
- Not applicable

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

Attachments:
Zoning/Vicinity Map
Ordinance
Meadowlark Vista Information
Letter of Opposition
Coffman Zone Change

Surrounding Land Uses:
- Multifamily Residential
- Undeveloped Properties
- Single-family residential
- Commercial/Retail

Legend:
- 300_foot_notification_zone
- subject_property
- Buildings
- General Business (C2)
- Educational District (ED)
- Park Historical (PH)
- Planned Unit Development (PUD)
- Residential Estates (R1)
- One Unit Residential (R2)
- One to Four Unit Residential (R3)
- High-Density Residential (R4)
ORDINANCE NO. 30-19

AN ORDINANCE APPROVING A ZONE CHANGE OF 1.65-ACRES DESCRIBED AS TRACT A, GARDEN CREEK SQUARE ADDITION SUBDIVISION IN THE CITY OF CASPER, WYOMING.

WHEREAS, an application has been made to rezone the above described tract from zoning classification Planned Unit Development (PUD) to General Business (C-2); and,

WHEREAS, after a public hearing on September 19, 2019, the City of Casper Planning and Zoning Commission passed a motion recommending that City Council approve the zone change request; and,

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

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

SECTION 1:

Tract A, Garden Creek Square Addition, described as a 1.65-acre parcel located at the northwest corner of SW Wyoming Boulevard and South Coffman Avenue, is hereby rezoned from zoning classification Planned Unit Development (PUD) to General Business (C-2).

SECTION 2:

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

PASSED on 1st reading the ___ day of __________, 2019.

PASSED on 2nd reading the ___ day of __________, 2019.

PASSED, APPROVED, AND ADOPTED on 3rd and final reading the day of __________, 2019.
APPROVED AS TO FORM:

CITY OF CASPER, WYOMING
A Municipal Corporation

ATTEST:

Fleur D. Tremel
City Clerk

Charles Powell
Mayor
Meadowlark Vista
Affordable Senior Rentals
Casper, Wyoming

About Us:

Housing Solutions was formed in 2012 by Alex Burkhalter. Housing Solutions provides planning and development services for affordable housing communities. Housing Solutions most recently opened a project in Evanston, Wyoming in February 2019. Although Housing Solutions was started in 2012, Alex has been involved in the development, construction, and management of affordable housing for more than 15 years. Prior to founding Housing Solutions Alex worked for Sparrow Group assisting with all aspects of affordable housing development. Seventeen projects totaling 656 units in Montana, Wyoming and North Dakota have been completed during Alex’ career. For more information, including information about our previous projects, please visit www.housing-solutions.org.

Project Information:

I. Narrative:

Meadowlark Vista is a proposed three-story apartment building for seniors age 55 and up. Similar to Raven Crest, which is located just down the road, this will be financed with federal housing tax credits awarded by the Wyoming Community Development Authority. Meadowlark Vista will have 34 one-bedroom homes and 15 two-bedroom homes. All homes will be served by an elevator, making all apartments zero step entry. An onsite manager will help prospective tenants move through the rental process, organize onsite events and generally keep the property in good repair and operating smoothly. The property will have a number of common spaces for resident use including a community room, library, exercise room, and pool/billiards space. The community room tends to be a resident favorite and includes large spaces to play games, a kitchenette for coffee and cookies, and a lounge area to watch TV. Enclosed in this package please find photos of Depot Place and Cottonwood Terrace, which are similar senior properties we developed. You will also find the initial schematic plans for Meadowlark Vista.

II. Need:

As part of our application to the Wyoming Community Development Authority for housing tax credits, we commissioned a third-party market study provider to analyze the rental market in the Casper area. The chart below summarizes the results of the market study and compares our rents to average rents in the area. Rental rates at Meadowlark
Vista will depend on the income of tenants and will serve tenants making between 30%-60% of the area median income as determined by HUD.

<table>
<thead>
<tr>
<th>Third Party Market Study Need</th>
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</thead>
<tbody>
<tr>
<td>Casper Area Rental Market</td>
</tr>
<tr>
<td>Overall Vacancy Rate</td>
</tr>
<tr>
<td>Tax Credit Vacancy Rate</td>
</tr>
<tr>
<td>New Senior Units Needed</td>
</tr>
<tr>
<td>1 bed</td>
</tr>
<tr>
<td>Average Rents in Casper</td>
</tr>
<tr>
<td>Meadowlark Rents</td>
</tr>
</tbody>
</table>

* Meadowlark will pay for all utilities. Owner paid utilities valued at $66 for 1 bed and $93 for 2 bed

The below-market rental rates will remain for the next 65 years. These rates are ensured by recording a restrictive covenant against the property and monitored by the Wyoming Community Development Agency.

III. Status:

On July 31st, 2019 the Wyoming Community Development Authority’s board of directors met and approved Meadowlark Vista for an award of housing tax credits. This is the main piece of financing we need to move toward closing. With tax credits in hand we are now diving deeper into design of the final plans. We aim to break ground in the spring of 2020 and open in 2021.
**Depot Place Senior Apartments**
Kalispell, Montana
Opened April 2012

**Cottonwood Terrace Senior Apartments**
Gillette, Wyoming
Opened October 2004
Overall Site Development Plan — View from Street side
Meadowlark Vista, Casper, WY  Conceptual Design
Square Footage - Third Level

- Unit A - 1 Bedroom Living Units: 20 - 750 SF
- Unit B - 2 Bedroom Living Units: 5 - 1000 SF
- Hallways / Elevator: 100 SF
- Community Room / Exercise: 600 SF
- Stairwells: 50 SF

TOTAL: 3830 SF

Building Third Level Floor Plan

Meadowlark Vista, Casper, WY Conceptual Design
Community Development Department
200 North David Street, Room 205
Casper, WY 82601

RE: Proposed Coffman Zone Change from Planned Unit Development (PUD) to General Business (C-2)

Gentlemen:

As a property owner/resident within a 300-foot radius of the proposed zone change, we offer the following comments.

We reside at 4700 Chinook Trail directly south of the referenced zone change. We live along Garden Creek and east of the Sunrise Pet Lodge which had a zone change from Urban Residential to Suburban Residential-2 to construct the Casper Animal Medical Clinic. In applying for this zone change, the applicant advised dogs would not be “boarded or kept overnight” at the facilities, except for medical/surgical emergencies. Based on this promise, we agreed to the zone change. Subsequently, the applicant has constructed a dog kennel and pet lodge which boards dogs both day and night. No prior approval or public hearings were required to construct and operate the dog kennel and pet lodge. Our property rights have been directly impacted by noise emanating from this facility.

Having been adversely impacted by this zone change, we suggest a condition of approval (COA) be attached to the proposed Coffman Zone Change as follows:

Approval of this zoning change is limited to construction and operation of the facilities as identified with this application. Any changes would void the zoning change, requiring additional public hearings and further approval from the City of Casper.

By attaching this COA, the applicant is prohibited from changing their minds and constructing/operating a nuisance facility without input from the public.

Respectfully submitted,

Ron and Linda Slone
4700 Chinook Trail
Casper, WY 82604
MEMO TO:                Casper City Council
                        J. Carter Napier, City Manager

FROM:                    John Henley, City Attorney
                        Liz, Becher, Community Development Director

SUBJECT: Former Plains Furniture Property – Purchase and Sale Agreement – Sale of Properties in response to FLAG Development, LLC’s response to City’s RFP#2

Meeting Type & Date:
Regular Meeting
October 15, 2019

Action Type
Conduct a Public Hearing - Former Plains Furniture Properties
Act on resolution to sell

Recommendation
That Council conduct a public hearing on the sale of the Former Plains Furniture properties, and act on the Resolution authorizing the Mayor to execute the Purchase and Sale Agreement between the City of Casper, Wyoming, and The Nolan, LLC, Purchaser and FLAG Development, LLC, which submitted the only proposal in response to RFP#2 and which is as an obligor and guarantor of the Purchase and Sale Agreement.

Summary
The City of Casper, Wyoming, is the owner of real property generally described as the “Former Plains Furniture Properties” – more particularly described as: Lots 16, 17, 18, 19, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32 and 33 of Block 1 of the City of Casper addition, Casper, Natrona County, Wyoming.

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

The properties were again the subject to a modified RFP to create economic development in Casper, RFP#2, with responses due on or before the 3rd day of May, 2019. Only one proposal to RFP#2 was submitted; the proposal was submitted by FLAG Development, LLC (FLAG Proposal).
RFP#2 was modified to create economic development in Casper and in Casper’s downtown; the City received one proposal from FLAG Development, LLC.

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

An initial review by City staff and two Council members of the confidential conditions and the structure of the proposal resulted in many questions and concerns. There were particular concerns about substantive risks for the City and potential obligations required of the City, resulting in ambiguities about the net amount of dollars, potentially no dollars, that the City would receive.

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

As a result of the discussions, conditions were withdrawn and a guaranty of a firm purchase price was stated, making the proposal ready for the Casper City Council’s consideration, pursuant to the terms of the RFP#2.

A Memorandum of Understanding with respect to the RFP#2 response and modifications was executed by the City and FLAG dated July 2, 2019. It included multiple terms, including:

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

- FLAG Development, LLC, shall develop and construct its proposal, within three (3) years, as specified in RFP#2, which will include both market-rate housing and commercial space; the historic features of the Properties as reflected in FLAG’s proposal to RFP#2 shall be incorporated and preserved.

- The City of Casper shall provide appropriately sized water services and sewer services to the development site within the public right-of-way. FLAG Development LLC, will pay all appropriate System Investment Charges.

- FLAG Development, LLC has formed a separate holding company registered with the State of Wyoming named “The Nolan, LLC.” This entity shall be listed as the purchasing company on the contract for the sale of the property. However, both FLAG Development, LLC., and The Nolan, LLC., shall be responsible jointly and severally for all obligations contained within this MOU and both entitles shall be signatories to the final purchase agreement.

- The City of Casper shall provide assistance and recommend the replat of the development to allow for the fee simple sale of market-rate residential and/or commercial units, as referred in RFP#2.
• FLAG must provide (and has provided) an updated Letter of Credit showing its financial ability to complete this Project.

The City of Casper shall not to sell the lot north of the former KaLark’s building for at least 10 years from closing date of this transaction, ensuring that this lot shall remain a public parking lot. The City of Casper may upgrade and manage such lot for public parking purposes, which may result in temporary closures or some limitations in parking.

The “Purchase and Sale Agreement,” the Memorandum of Understanding and the Resolution of Council authorizing the terms of the MOU are attached, pending the public hearing.

Financial Considerations
The City had purchased a significant downtown property, some of which is included in this proposed sale. The entire set of properties purchased were purchased for approximately Three Million Dollars ($3,000,000). The properties included in this proposed sale were previously subject to an RFP, which received two proposals, neither of which were accepted.

Based on the prior purchase price paid by the City and the sale price contemplated by this proposed sale, the City will incur a monetary loss, though some of the properties originally bought by the City have been sold to private parties and redeveloped and a portion of one of the properties was used as a trade to permit the David Street Station operator room to install a maintenance facility and ice plant. One other property remains in use as a parking lot to the south of David Street Station. The buildings sold previously have been remodeled and are open for business in downtown Casper.

It is a condition of the proposed Purchase Agreement that these properties also will be put back into use which includes significant new construction and specific purposes for economic development.

Attachments
Purchase and Sale Agreement
Memorandum of Understanding dated July 2, 2019
Resolution No. 19-152
Proposed Resolution
Property chronology – Includes First Ash Street RFP as RFP#1, First RFP for Plains as RFP#2 and Second RFP for Plains as RFP#3

Oversight/Project Responsibility
Liz Becher, Director of Community Development
John Henley, City Attorney
Andrew Beamer, Director of Public Services
PURCHASE AND SALE AGREEMENT

Between

The City of Casper, Wyoming, Seller

and

The Nolan, LLC, Purchaser and FLAG Development, LLC as successful bidder to fulfill the RFP and obligor and guarantor hereunder.

dated as of

October 15, 2019

This PURCHASE AND SALE AGREEMENT (this “Agreement”), dated as of October 15, 2019, (the “Effective Date”, is entered into between The City of Casper, Wyoming, a municipal corporation in the State of Wyoming, having an address at 200 North David Street, Casper, Wyoming 82601, (Seller) and The Nolan, LLC a for profit entity formed under the laws of the State of Wyoming, having an address of 2302 West 39th Street, Casper, Wyoming 82604 (Purchaser) and FLAG Development, LLC, a Wyoming LLC, as successful bidder to the RFP and as joint obligor with Purchaser and Guarantor hereof having an address of 2302 West 39th Street Casper, Wyoming 82604 (Collectively, the Parties).

WITNESSETH

The Parties hereto, for themselves, and their respective successors and assigns, for Ten Dollars ($10.00) and other good and valuable consideration, hereby agree and covenant as follows:

ARTICLE I

DEFINITIONS

“Agreement” has the meaning set forth in the Preamble.

“Appurtenances” has the meaning set forth in Section 2.01(b).

“Business Day” has the meaning set forth in Section 7.03.

“Closing” has the meaning set forth in Section 4.01.

“Closing Date” has the meaning set forth in Section 4.01.

“Holiday” has the meaning set forth in Section 7.03.

“Monetary Consideration” has the meaning set forth in Section 3.01.
“Obligor/Guarantor has the same meaning set forth in the preamble to the Agreement.

“Property” has the meaning set forth in Section 2.01.

“Purchaser” has the meaning set forth in the Preamble to this Agreement.

“Real Property” has the meaning set forth in Section 2.01(a).

“Seller” has the meaning set forth in the Preamble to this Agreement.

ARTICLE II

PURCHASE AND SALE

Section 2.01 The Property. Seller agrees to sell to Purchaser and Purchaser agrees to purchase from Seller in accordance with the terms and conditions of this Agreement, and the Memorandum of Understanding, ("MOU") entered into as of the 2nd day of July, 2019, between the Seller and Obligor and Guarantor, and the terms of the MOU and intent of the MOU attached as Exhibit 1 and incorporated by reference and are part and parcel of this Agreement, The Nolan, LLC, specifically acknowledges its assent and its agreement be bound by the terms of the MOU for all obligations of FLAG Development, LLC, as referenced in the MOU, the same as it were a party and signatory to the MOU, all of the following (collectively referred to as the “Property”):

(a) The real property, generally known as the “Former Plains Furniture Property” – See Exhibit 2, and more particularly described as: Lots 16, 17, 18, 19, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32 and 33 of Block 1 of the City of Casper addition, Casper, Natrona County, Wyoming.

(b) All rights, privileges, easements and rights of way appurtenant to said Real Property, including without limitation, development rights, air right and water rights, except as are limited by the Purchasers and Obligor/Guarantor’s commitment to build and market, pursuant to FLAG Development, LLC’s accepted response to the RFP, and other easements of record (collectively, the “Appurtenances”).

(c) All improvements and fixtures located on the Real Property, including, without limitation: (i) all structures affixed to the Real Property, and all apparatus, equipment and appliances used in connection with the operation or occupancy of the Real Property: (collectively, the “Improvements”).

d) The Purchaser and Obligor/Guarantor take the property where is and as is, consistent with the MOU – Exhibit 1, except for the map attached to the MOU as Exhibit 1 thereto, which is hereby replaced with Exhibit 2 to this Agreement.

(e) SELLER MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED REGARDING THE CONDITION, ENVIRONMENTAL OR OTHERWISE, OR THE MERCHANTABILITY OF THE REAL PROPERTY BEING SOLD TO BUYER
PURSUANT TO THIS AGREEMENT, EXCEPT AS TO GOOD AND MERCHANTABLE TITLE AS SET FORTH HEREIN, AND THIS WARRANTY EXCLUSION SHALL SURVIVE THE CLOSING OF THIS AGREEMENT.

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

g) **Statutory Public Hearing.** The parties understand that the City will comply with the requirements of Section 15-1-112 of the Wyoming Statues regarding the sale of its real property. Pursuant to this statutory provision, this Agreement and its terms and conditions are all subject to final approval by the Casper City Council following a public hearing, notice of which has to be published at least once each week for three consecutive weeks. In this Agreement is not approved by the Casper City Council following the public hearing, then this Agreement shall be null and void, with no remedy between the Parties. The public hearing will be held to consider this sale and terms of sale of the property.

**Section 2.02 Controlling Legal Description.** In the event of a conflict or discrepancy between the legal description in the MOU and this Agreement, this Agreement controls.

**Section 2.03 Parking Lot.** Seller agrees that it will not sell the forty-eight (48) stall parking lot north of the former KaLarks (the “parking lot”) within 10 years from the closing date of this transaction, ensuring that this lot shall remain a public parking lot. This agreement not to sell the parking lot entirely replaces the right of first refusal described in last paragraph on page 2 of the MOU.

**ARTICLE III**

**Consideration**

**Section 3.01 Monetary Consideration.** Purchaser shall pay the Seller the sum of Five Hundred Thousand Dollars ($500,000.00) (the monetary consideration) to Seller.

**Section 3.02 Payment of the Monetary Consideration.** Purchaser shall pay the monetary consideration as follows:

The monetary consideration shall be paid to Seller on the Closing Date, simultaneously with the delivery of the Deed, by certified check(s) made payable to the Seller.

**Section 3.03 Completion of Project Pursuant to the accepted response to the RFP.**

a) Purchaser and FLAG Development, LLC agree that part of the consideration for acceptance of the FLAG Development, LLC’s proposal to the RFP was to develop the Property for market-based housing and commercial use while preserving historical aspects of the Property; the Nolan, LLC as Purchaser and Party to the Agreement also acknowledges and expressly agrees to build, complete, and market the Property as
represented in the proposal submitted by FLAG Development and subject to final approval by the Old Yellowstone District Architecture Review Committee in accordance with Form-Based Code. Purchaser and Flag Development, LLC, agree that they have feasibility to begin the project within ninety (90) days of the closing and will have the project completed within three (3) years of the closing.

b) The Parties agree and acknowledge that the Property has restrictions, pursuant to the RFP and the response of FLAG which was accepted. The Parties have discussed the market-based housing and commercial space as generally referred in the RFP and FLAG’s response to the RFP. The development will be phased, and as the development is completed, The Nolan, LLC, shall be able to transfer title to or rent or lease the development as it is completed for market-based housing and commercial development. Once the property has been fully developed, the restrictions upon the sale or lease/rent of the property will be released. Should FLAG Development, LLC and/or The Nolan, LLC develop, sell or rent/lease initially the property or portions thereof for uses other than market-based housing or commercial office or retail use, then Seller shall be entitled to specific performance of this requirement which may be placed of record by any party.

ARTICLE IV

CLOSING

Section 4.01 Closing; Closing Date. The closing of the transaction contemplated hereby (the “Closing”) shall occur at 11:00 a.m. MDT on October 18, 2019, the “Closing Date” (in the MOU it was stated that September 17, 2019, would be the Closing Date, but the agreed date is changed to October 18, 2019) in accordance with the terms and conditions of this Agreement, at the offices of American Title Agency, 315 West 1st Street, Casper, Wyoming, (title company).

ARTICLE V

TITLE MATTERS AND REVIEW

Section 5.01 Title.

(a) The Parties acknowledge that Purchaser may obtain at its own expense a: (i) Title Report and/or a “Title Insurance Policy”.

(b) The Property shall be sold, assigned and conveyed by Seller to Purchaser, and Purchaser shall accept and assume same, where is, as is, subject only to the following matters (collectively, the “Permitted Exceptions”):

(1) There shall be no real estate taxes and water and sewer charges pending at the time of sale.

(2) Rights, if any, relating to the construction and maintenance in connection with any utility wires, poles, pipes, conduits and appurtenances thereto, on, under or across the
Property, provided none of the foregoing prohibit or interfere with the maintenance and operation of any building or structure or structures now on the Property and which render title unmarketable.

(3) There may be minor variations between tax lot lines and lines of record title.

(4) The standard conditions and exceptions to title contained in the form of title policy or "marked-up" title commitment issued to Purchaser by the Title Company.

(5) Any liens, encumbrances or other title exceptions approved or waived by Purchaser and/or Obligor/Guarantor as provided in this Agreement.

Section 5.02 Seller Unable to Convey.

(a) Seller shall use its best efforts to eliminate non-excepted Title Objections by the Closing Date.

(i) If Seller is unable to eliminate any Title Objection by the Closing Date (in which event the provisions of Section 6.02 shall apply), Seller shall provide written notice of same to Purchaser and then, unless the same is waived by Purchaser in writing, in its sole and absolute discretion, Purchaser may: accept the Property subject to such Title Objection(s) with no adjustment to the Purchase Price, in which event: (A) such Title Objection shall be deemed to be, for all purposes, a Permitted Exception; (B) Purchaser shall close hereunder notwithstanding the existence of same; and (C) Seller shall have no obligations whatsoever after the Closing Date with respect to Seller’s failure to cause such Title Objection to be eliminated; or terminate this Agreement upon notice to Seller. Should this Agreement terminate, no Party hereto shall have any further rights or obligations hereunder other than those which are expressly provided to survive the termination hereof.

Section 5.03 Title As Seller Can Convey. Notwithstanding anything in Section 7.01 and Section 7.02 to the contrary, Purchaser may at any time accept such title as Seller can convey, without reduction of the Purchase Price or any credit or allowance on account thereof or any claim against Seller. The acceptance of the Deed by Purchaser shall be deemed to be full performance of, and discharge of, every agreement and obligation on Seller’s part to be performed under this Agreement, except for such matters which are expressly stated to survive the Closing hereunder.

ARTICLE VI

CLOSING COSTS

Section 6.01 Seller’s Closing Costs. Seller shall pay the following costs and expenses in connection with the transaction contemplated by this Agreement:

(a) All recording fees for releasing any liens on the Property Seller is obligated to remove hereunder;
(b) Seller’s Professional fees, if any;

(c) Any and all costs incurred by Seller in connection with the preparation, review and negotiation of this Agreement and the transactions and the Closing contemplated by this Agreement, including any attorneys’ or consultancy fees.

(d) One-half of the Title Company’s Closing Fee, if any.

Section 6.02 Purchaser’s Closing Costs. Purchaser shall pay the following costs and expenses in connection with the transaction contemplated by this Agreement:

(a) Recording fees for the recording of the Deed;

(b) The cost of the Title Insurance Policy;

(c) The cost of the Survey(s) and plats, if any;

(d) Any and all costs incurred by Purchaser in connection with the preparation, review and negotiation of this Agreement and the transactions and the Closing contemplated by this Agreement, including any expenses associated with Purchaser’s investigation of the Property, and any attorney’s or consultancy fees.

(e) One-half of the Title Company’s Closing Fee, if any.

ARTICLE VII

CONDITIONS TO CLOSING

Section 7.01 Third-Party Beneficiary.

(a) This Agreement is solely for the benefit of the Parties. No other person, party or entity shall have any rights hereunder nor shall any other person, party or entity be entitled to rely upon the terms, covenants and provisions contained herein.

Section 7.02 Interpretation and Construction.

(a) The Parties acknowledge that, in connection with negotiating and executing this Agreement, each has had the right an opportunity to obtain its own counsel and advisors and that each has reviewed and participated in the drafting of this Agreement. The fact that this Agreement was prepared by Seller’s counsel as a matter of convenience shall have no import or significance to the construction of this Agreement. Any uncertainty or ambiguity in this Agreement shall not be construed against either Party. Any rule of construction that requires any ambiguities to be interpreted against the drafter shall not be employed in the interpretation of this Agreement.
(b) Any captions or headings used in this Agreement are for convenience only and do not define or limit the scope of this Agreement.

(c) The singular of any term, including any defined term, shall include the plural and the plural of any term shall include the singular. The use of any pronoun with respect to gender shall include the neutral, masculine, feminine and plural. The term "Person" or "Persons" includes a natural person or any corporation, limited liability company, partnership, trust or other type of entity validly formed.

Section 7.03 Days; Performance on a Saturday, Sunday or Holiday. Whenever the term "day" is used in this Agreement, it shall refer to a calendar day unless otherwise specified. A "Business Day" shall mean any weekday except for those weekdays that a banking institution within the State of Wyoming is required by said state to be closed (a "Holiday"). Should this Agreement require an act to be performed or a notice to be given on a Saturday, Sunday or Holiday, the act shall be performed or notice given on the following Business Day.

Section 7.04 Time Is of the Essence. The parties hereto acknowledge and agree that, except as otherwise expressly provided in this Agreement, TIME IS OF THE ESSENCE for the performance of all actions (including, without limitation, the giving of notices, the delivery of documents and the funding of money) required or permitted to be taken under this Agreement. However, notwithstanding anything to the contrary herein, whenever action must be taken (including, without limitation, the giving of Notice, the delivery of documents or the funding of money) under this Agreement prior to the expiration of, by no later than or on a particular date that is not a Business Day, then such date shall be extended until the immediately following Business Day.

Section 7.05 Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Wyoming.

Section 7.06 Wyoming Governmental Claims Act. The City does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 et seq., and the City specifically reserves the right to assert any and all rights, immunities, and defenses it may have pursuant to the Wyoming Governmental Claims Act, and the laws of the State of Wyoming.

Section 8.01 Tipping Fees.

Up to a maximum amount of fifteen thousand dollars ($15,000), the City of Casper shall waive, except for hazardous materials, all associated land fill tipping fees associated with the demolition of the livery stable, the north-eastern pre-engineered metal building, and construction debris generated during the construction of the renovations and new structures to be built on the site until substantial completion of this project. Hazardous material fees are not waived. General trash and debris shall not be added to the construction and demolition dumpster. This agreement to cap the amount of waived tipping fees at $15,000 entirely replaces the third full paragraph on page 2 of the MOU that would have waived all tipping fees.
Section 9.01 General Agreements of the Parties.

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

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

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

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

e. 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.

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

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

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

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

Approved as to Form:

[Signature]

John Henley, City Attorney
ATTEST: CITY OF CASPER, WYOMING,
A Municipal Corporation:

__________________________
City Clerk

__________________________
Charles Powell
Mayor

The Nolan, LLC

Brandon Daigle
Manager

FLAG Development, LLC

Brandon Daigle
Member

STATE OF WYOMING )  
COUNTY OF NATRONA ) ss.

The foregoing Real Estate Purchase Agreement was acknowledged before me on the ____ day of ____________, 2019, by Charles Powell as the Mayor of the City of Casper, Wyoming, as the "Seller."

__________________________
Notary Public
My Commission Expires: ________________

STATE OF WYOMING )  
COUNTY OF NATRONA ) ss.

The above and foregoing Real Estate Purchase Agreement was acknowledged before me on the 10TH day of October, 2019, by Brandon Daigle as the Manager of The Nolan, LLC, a Wyoming Limited Liability Company, as the "Buyer."

__________________________
Notary Public
My Commission Expires: 9-25-2021
The above and foregoing Real Estate Purchase Agreement was acknowledged before me on the 10th day of October, 2019, by Branden Bragg as the Member of the FLAG Development, LLC, a Wyoming Limited Liability Company, as the “Buyer.”

Debra A. Jonas
Notary Public

My Commission Expires: 9-25-2021
MEMORANDUM OF UNDERSTANDING

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

WITNESSETH:

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

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

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

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

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

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

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

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

FLAG Development, LLC shall pay Five Hundred Thousand Dollars ($500,000.00) for the Properties.
FLAG Development, LLC shall take the Properties where is, as is, except as expressly listed herein.

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

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

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

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

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

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

The City of Casper shall, as part of the official process of this sale, hold a public hearing to approve, as a term of the Purchase Agreement, that FLAG shall have the right of first refusal to purchase the existing 48-stall parking lot North of the former KaLark’s, should the City attempt to sell the same, for a period of five (5) years for the sum of Two Hundred Fifty Thousand Dollars ($250,000.00).
The City of Casper shall enforce the no overnight parking ordinance on any adjacent City-owned parking lot.

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

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

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

FLAG has provided an updated Letter of Credit, dated May 24, 2019, showing its financial ability to compete this Project, and that letter of credit is expressly relied upon by the City of Casper in entering into this agreement and the purchase agreement contemplated by the parties.
IN WITNESS WHEREOF, the City of Casper, Wyoming and FLAG Development, LLC, have executed this Memorandum of Understanding as of the date first above written.

APPROVED AS TO FORM:

[Signature]

ATTEST:

[City Clerk]

CITY OF CASPER, WYOMING
A Municipal Corporation

[Signature]

Charles Powell
Mayor

FLAG DEVELOPMENT, LLC

[Signature]

Brandon Daigle
Owner
STATE OF WYOMING
)
COUNTY OF NATRONA
) ss.

This instrument was acknowledged before me this ___ day of July, 2019, by
Brandon Dunn as ______ of FLAG Development, LLC

(seal)

My commission expires: 11/20/20
Former Plains Property Parcels for sale to Flag Development LLC
RESOLUTION NO. 19-152

A RESOLUTION AUTHORIZING A MEMORANDUM OF UNDERSTANDING WITH FLAG DEVELOPMENT, LLC, FOR THE REAL PROPERTY GENERALLY DESCRIBED AS THE "FORMER PLAINS FURNITURE PROPERTIES."

WHEREAS, the Plains Properties were the subject of a Request for Proposal and the subsequent addenda all of which required that responsive proposals be submitted on or before the 14th day of February, 2019, and there were two proposals in response to RFP#1, however, neither were accepted.

WHEREAS, the Plains Properties were again the subject of a modified RFP, with responses due on or before the 3rd day of May, 2019, and only one proposal was submitted by FLAG Development, LLC (FLAG); and,

WHEREAS, Upon review of the FLAG Proposal, the $1,000,000 offer for all the properties was subject to multiple requests and conditions which were part of the proposals confidential submission.

WHEREAS, there were particular concerns about potential risks for the City and potential obligations required of the City, resulting in significant questions and ambiguities about the net amount of dollars that the City would derive.

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

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and City Clerk to attest, a memorandum of understanding with FLAG development LLC, under terms and conditions more specifically delineated in the agreement.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to accept a verified payment, in the total amount of Five Hundred Thousand Dollars (500,000).

PASSED, APPROVED, AND ADOPTED this 2nd day of July, 2019.

APPROVED AS TO FORM:

[Signature]

"Former Plains Furniture Properties"
FLAG Development, LLC
Page 1 of 2
ATTEST:

Fleur D. Tremel
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Charlie Powell
Mayor
RESOLUTION NO.19–211

A RESOLUTION TO AUTHORIZE THE SALE OF THE FORMER PLAINS FURNITURE PROPERTIES, MORE PARTICULARLY DESCRIBED AS LOTS 16, 17, 18, 19, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32 AND 33 OF BLOCK 1 OF THE CITY OF CASPER ADDITION, CASPER, NATRONA COUNTY, WYOMING

WHEREAS, the City of Casper, as owner of real property generally described as the former Plains Furniture Properties, more particularly described as Lots 16, 17, 18, 19, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32 and 33 of Block 1 of the City of Casper addition, Casper, Natrona County, Wyoming, and desires to sell such properties for the purposes stated in the March 7, 2019, RFP; and,

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

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

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

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

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

WHEREAS, the Parties entered into a Memorandum of Understanding (MOU) which references and requires a Purchase Agreement between the City of Casper for the sale of the Properties, should the Council agree to move forward; and,
WHEREAS, a public hearing was held on October 15, 2019, at the regularly scheduled Council meeting of the Casper City Council, prior and prefatory to the consideration of this resolution; and,

WHEREAS, cities and towns of Wyoming are authorized, pursuant to Wyoming Statutes § 15-1-103 (a) (iii), (iv), (v), and (xlii), to purchase and hold real property for their use, to sell, convey, and lease any estate owned and to make any orders respecting it deemed to be in their best interest, and to perform all acts in relation to the property and concerns of the city or town necessary to the exercise of its corporate powers; and,

WHEREAS, the Request for Proposal issued on March 7, 2019, specifically requested proposals that would, pursuant to Wyoming Statutes § 15-1-112 (b)(i)(D), assist in providing for economic development benefit; and,

WHEREAS, the City Council of Casper, Wyoming, finds that the proposal of FLAG Development, LLC, satisfies with the requirements established in the RFP; and,

WHEREAS, the only response to the RFP was submitted by FLAG Development, LLC.

WHEREAS, based upon the proposal of FLAG, a Purchase and Sales Agreement was drafted to accomplish the sale and transfer of the former Plains Furniture Properties, consistent with the Request for Proposal that was issued by the City of Casper on March 7, 2019; and,

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute and the City Clerk to attest, the “Purchase and Sale Agreement" between FLAG Development, LLC, and its subsequently created limited liability company, The Nolan LLC., in order to transfer the property consistent with the terms of the Purchase and Sales Agreement.

NOW, THEREFORE, BE IT FURTHER RESOLVED: That the City Manager is authorized to sell the above-described property in conformance with the Agreement for the total sum of Five Hundred Thousand Dollars ($500,000), and pay its portion of the associated closing costs.

NOW, THEREFORE, BE IT FURTHER RESOLVED: That J. Carter Napier, as the City Manager, is authorized to execute, or may designate a representative to execute, all necessary documents related to the closing of the transaction for the purchase of said real property.

PASSED, APPROVED, AND ADOPTED this ___ day of October, 2019.
APPROVED AS TO FORM:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Charles Powell
Mayor
Chronology of the Former Plains Furniture Properties

2/2012 - Hotel/Conference Center project identified for the entire block. Council initiative. Property negotiations begin.

2/2013 - Option ($15,000) pursued on former Goodstein lot for parking. Former Adbay building purchased for $315,000. Plains Furniture properties (buildings and lots) all appraised at $2,693,047.

3/2013 - Negotiations with State of Wyoming to acquire their building (Department of Unemployment at corner of W. Yellowstone/David Street) come to an impasse. Council pulls back from project. Negotiations cease with property owners. Option is released on Goodstein property.


7/2015 - City of Casper re-opens dialogue with owner of Plains Furniture to acquire the properties for potential parking structure to support State project, Lyric auditorium initiative, and OYD development. Plains Furniture properties reappraised at $2,765,000.

12/2015 - City Council negotiates purchase of the Plains properties for $3,001,000. Purchase Agreement prepared with allowance for 6 months to move out with rent payment.

2016 - The DDA purchases remaining lots in the block to construct David Street Station (DSS).

4/2016 - City negotiates leases on one of their City-owned parking lots to accommodate employee parking for two businesses displaced by DSS for a period of 20 years at $25/space/month.

7/2016 - Plains properties vacated; Final closing on all properties.

4/2017 - City pays property taxes of $8,234; no taxes collected since. City contracts an asbestos inspection for $62,850.

7/2017 - City negotiates land swap with the owners of the historic Fire Station on David to trade the former Municipal Garage structure contained
in the walls of the Plains Furniture building for land the DDA needs to complete DSS. Value = $68,000.

7/2017 - Demolition work begins on the Plains Furniture buildings, but Council elects to put the Ash Street properties up for sale. The lots are reappraised:

1. Former Ka-Lark’s Dance Studio - $300,000
2. Former Livery Stable - $340,000
3. Former Milo’s Auto Body - $217,000

* 9/2017 - 1st Request for Proposal (RFP) issued for purchase and redevelopment of the former Ka-Lark’s dance studio, former livery stable, and former Milo’s auto body shop. Multiple property tours conducted by City staff.

10/2017 - Responses received to purchase Ka-Lark’s ($300,500 by 1890 Holdings, Inc.) and Milo’s ($220,000 by Ashby Construction, LLC).

12/2017 - City completes interior demolition of Plains Furniture buildings for $136,268.

2/2018 - Council approves the sale of Ka-Lark’s and Milo’s, and closings follow immediately.

2/2018 - City commissions structural assessment on remaining Plains Furniture buildings and former livery stable.

8/2018 - Remaining Plains building reappraised for $845,000, and livery stable for $300,000.


11/2018 - Council requests that south parking lot be appraised to include in 2nd RFP; addendum published. Appraised value = $275,000

2/2019 - Two responses received (Ashby Construction and FLAG Development); Council rejects both offers because they are under appraised value.

2/2019 - Midwest Avenue reconstruction project begins with new utility services installed. Contract value of $2.6M
*** 3/2019 - 3rd RFP is issued, providing latitude that offers could be under appraised value if the development has significant property and sales tax potential, and fills an economic development need in the downtown.

5/2019 - One proposal is received to purchase all remaining lots from FLAG.

7/2019 - Council enters into an MOU with FLAG Development.

10/2019 - Purchase agreement is prepared and public hearing is held to sell the properties.

Prepared by Liz Becher, 10/9/2019

* RFP #1 – Ash Street properties only
** RFP #2 – Plains properties, including south parking lot
*** RFP#3 - Plains properties, including south parking lot, modified for economic development opportunities.
MEMO TO: J. Carter Napier, City Manager
FROM: Fleur Tremel, Assistant to the City Manager/City Clerk
Carla Mills-Laatsch, Licensing Specialist

SUBJECT: Public Hearing for Transfer of Location for Retail Liquor License No. 19
Ridleys Family Market, Inc, d/b/a Ridleys Family Market, Located at 1375 CY Ave, to Ridleys Family Market, Inc, d/b/a Ridleys Family Market, Located at 3037 CY Ave.

Meeting Type & Date
Regular Council Meeting
October 15, 2019

Action type
Public Hearing
Minute Action

Recommendation
That Council, by minute action, consider the application for a transfer of location for retail liquor license No. 19 Ridleys Family Market, Inc, d/b/a Ridleys Family Market, located at 1375 CY Ave, to Ridleys Family Market, Inc, d/b/a Ridleys Family Market, located at 3037 CY Ave.

Summary
An application has been received requesting a transfer for retail liquor license No. 19 Ridleys Family Market, Inc, d/b/a Ridleys Family Market, located at 1375 CY Ave, to Ridleys Family Market, Inc, d/b/a Ridleys Family Market, located at 3037 CY Ave.

The building Ridley's is moving to is the building that was previously Blockbuster Videos. This building is undergoing renovations. Originally, the applicant thought they could open immediately; however, they have experienced some delays and would like the transfer to be effective on October 28, 2019.

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

Financial Considerations
No Financial Considerations
Oversight/Project Responsibility
Carla Mills-Laatsch, Licensing Specialist

Attachments
Copy of Application
Affidavit of Website Publication
NEW OR TRANSFER LIQUOR LICENSE OR PERMIT APPLICATION

To be completed by City/County Clerk

<table>
<thead>
<tr>
<th>License Fee</th>
<th>$1500.00</th>
<th>Date filed with clerk: 09/16/19</th>
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<td>Advertising Dates: (2 Weeks) 10/4/2019 &amp; 10/15/2019</td>
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Publishing Fee Direct Billed to Applicant [ ]

License Term: 10 11 2019 Through 03 31 2020

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

Applicant: Ridley's Family Markets Inc.

Trade/Business Name (dba): Ridley's Family Markets

Building to be licensed/building address: 102035 6th Avenue

Casper, WY 82601

Mailing Address: 121106 Washington St. S.

Twin Falls, ID 83301

Business Telephone Number: (307) 225-3232

Fax Number: (208) 324-1810

E-Mail Address: controller@shopridleys.com

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

Filing FOR [ ] NEW LICENSE [ ] TRANSFER OF LOCATION

Filing IN (CHOOSE ONLY ONE)

[ ] CITY OF Casper

[ ] COUNTY OF:

Filing AS (CHOOSE ONLY ONE)

[ ] INDIVIDUAL

[ ] PARTNERSHIP

[ ] LLP

[ ] LLC

[ ] CORPORATION

[ ] LTD PARTNERSHIP

[ ] ORGANIZATION

[ ] OTHER

Transfer Ownership [ ]

Assignment Letter Attached [ ]

Formerly Held By:

Type of License or Permit (CHOOSE ONLY ONE)

Retail Liquor License [ ]

On-Premise Only (Bar)

Off-Premise Only (Package Store)

Combination On/Off Premise (both bar & package store)

Restaurant Liquor License

Resort Liquor License

Bar and Grill

Limited Retail (club)

Veterans Club

Fraternity Club

Golf Club

Social Club

Microbrewery

Winery

Distillery Satellite

Winery Satellite

County Retail or Special Malt Beverage Permit

SPECIAL DESIGNATIONS

Convention Facility

Civic Center/Event Center/Public Auditorium

Golf Club

Guest Ranch

Resort

To Assist the Liquor Division with scheduling inspections: WHEN DO YOU OPERATE?

[ ] FULL TIME (e.g. Jan through Dec)

[ ] SEASONAL/PART-TIME (Specify months of operation)

[ ] NON-OPERATIONAL/PARKED (Specify months of operation)

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

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

All applicants must complete questions 1-6

1. Building Ownership: Does the applicant W.S. 12-4-103 (a) (iii)

   (1) Own the licensed building?

   [ ] YES (own)

   [ ] YES (lease)

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

   (A) When the lease expires, located on page 1, paragraph 2.1 of lease.

   (B) Where the Sales provision for alcoholic or malt beverages is located, on page 2, paragraph 5.1 of lease.

   [ ] MUST contain a provision for SALE OF ALCOHOLIC OR MALT BEVERAGES.

   [ ] MUST NOT contain a provision for SALE OF ALCOHOLIC OR MALT BEVERAGES.
2. To operate your liquor business, have you assigned, leased, transferred or contracted with any other person (entity) to operate and assert total or partial control of the license and the licensed building? W.S. 12-4-601 (b)  

☐ YES ☑ NO

3. Does any manufacturer, brewer, rectifier, wholesaler, or through a subsidiary affiliate, officer, director or member of any such firm: W.S. 12-5-401, 12-5-402, 12-5-403

(a) Hold any interest in the license applied for?  
 ☐ YES ☑ NO

(b) Furnish by way of loan or any other money or financial assistance for purposes hereof in your business?  
 ☐ YES ☑ NO

(c) Furnish, give, rent or loan any equipment, fixtures, interior decorations or signs other than standard brewery or manufacturer’s signs?  
 ☐ YES ☑ NO

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

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

☐ YES ☑ NO

If "YES", explain:

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

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

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<tr>
<th>True and Correct Name</th>
<th>Date of Birth</th>
<th>Residence Address No. &amp; Street City, State &amp; Zip</th>
<th>Residence Phone Number</th>
<th>Have you been a DOMICILED resident for at least 1 year and not claimed residence in any other state in the last year?</th>
<th>Have you been Convicted of a Felony Violation?</th>
<th>Have you been Convicted of a Violation Relating NO. to Alcoholic Licor or Malt Beverages?</th>
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(If more information is required, list on a separate piece of paper and attach to this application.)

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

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

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<tr>
<th>True and Correct Name</th>
<th>Date of Birth</th>
<th>Residence Address No. &amp; Street City, State &amp; Zip</th>
<th>Residence Phone Number</th>
<th>No. of Years in Corp or LLC</th>
<th>% of Corporate Stock Held</th>
<th>Have you been Convicted of a Felony Violation?</th>
<th>Have you been Convicted of a Violation Relating NO. to Alcoholic Licor or Malt Beverages?</th>
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(If more information is required, list on a separate piece of paper and attach to this application)
7. **BAR AND GRILL LICENSE:**
   Have you submitted a valid food service permit or application? W.S. 12-4-413(a)  
   [☐ YES ☐ NO]

8. **RESTAURANT LICENSE:**
   (a) Give a description of the dispensing room(s) and state where it is located in the building. W.S. 12-4-406(b)  
   (e.g. 10 x 12 room in SE corner of building):  
   [☐ YES ☐ NO]

   (b) Have you submitted a valid food service permit or application? W.S. 12-4-407(a)  
   [☐ YES ☐ NO]

   (c) Have you attached a drawing of the establishment that includes the restaurant dispensing room(s)? W.S. 12-4-410(f)  
   [☐ YES ☐ NO]

9. **RESORT LICENSE:**
   Does the resort complex:
   (a) Have an actual valuation of at least one million dollars, or have you committed or expended at least one million dollars ($1,000,000.00) on the complex, excluding the value of the land? W.S. 12-4-401(b)(i)  
   [☐ YES ☐ NO]

   (b) Include a restaurant and a convention facility which will seat at least one hundred (100) persons? W.S. 12-4-401(b)(ii)  
   [☐ YES ☐ NO]

   (c) Include motel, hotel or privately owned condominium, town house or home accommodations approved for short term occupancy with at least one hundred (100) sleeping rooms? W.S. 12-4-401(b)(iii)  
   [☐ YES ☐ NO]

   (d) If no on question (c), have a ski resort facility open to the general public in which you have committed or expended at least one million dollars ($1,000,000.00)? W.S. 12-4-401(b)(iv)  
   [☐ YES ☐ NO]

   (e) Are you contracting/leasing the food and beverage services? W.S. 12-4-403(b)  
   1. If Yes, have you submitted a copy of the food and beverage contract/lease?  
   [☐ YES ☐ NO]

10. **MICROBREWERY LICENSE:**
    Will the license be held in conjunction with another liquor license? W.S. 12-4-412(b)(iii)  
    [☐ YES ☐ NO]

    (a) If "YES", please specify type: ☐ RETAIL ☐ RESTAURANT ☐ RESORT ☐ BAR AND GRILL ☐ WINERY  
    [☐ YES ☐ NO]

    (b) Do you self distribute your products? W.S. 12-2-201(a)  
    (Requires wholesaler license with the Liquor Division)  
    [☐ YES ☐ NO]

    (c) Do you distribute your products through an existing malt beverage wholesaler? W.S. 12-2-201(g)(i)  
    (Requires authorization to sell license with the Liquor Division)  
    [☐ YES ☐ NO]

11. **WINERY LICENSE:**
    Will the license be held in conjunction with another liquor license? W.S. 12-4-412(b)(iii)  
    [☐ YES ☐ NO]

    (a) If "YES", please specify type: ☐ RETAIL ☐ RESTAURANT ☐ RESORT ☐ BAR AND GRILL ☐ MICROBREWERY  
    [☐ YES ☐ NO]

12. **LIMITED RETAIL (CLUB) LICENSE:**
    **FRATERNAL CLUBS** W.S. 12-1-101(a)(iii)(B)  
    (a) Has the fraternal organization been actively operating in at least thirty-six (36) states?  
    [☐ YES ☐ NO]

    (b) Has the fraternal organization been actively in existence for at least twenty (20) years?  
    [☐ YES ☐ NO]

13. **LIMITED RETAIL (CLUB) LICENSE:**
    **VETERANS CLUBS** W.S. 12-1-101(a)(iii)(A):  
    (a) Does the Veteran's organization hold a charter by the Congress of the United States?  
    [☐ YES ☐ NO]

    (b) Is the membership of the Veteran's organization comprised only of Veterans and its duly organized auxiliary?  
    [☐ YES ☐ NO]

14. **LIMITED RETAIL (CLUB) LICENSE:**
    **GOLF CLUBS** W.S. 12-1-101(a)(iii)(D)W.S. 12-4-301(e):  
    (a) Do you have more than fifty (50) bona fide members?  
    [☐ YES ☐ NO]

    (b) Do you own, maintain, or operate a bona fide golf course together with clubhouse?  
    [☐ YES ☐ NO]

    (c) Are you a political subdivision of the state that owns, maintains, or operates a golf course?  
    1. Are you contracting/leasing the food and beverage services? W.S. 12-5-201(g)  
    [☐ YES ☐ NO]

    2. If Yes, have you submitted a copy of the food and beverage contract/lease?  
    [☐ YES ☐ NO]
15. LIMITED RETAIL (CLUB) LICENSE:
SOCIAL CLUBS W.S. 12-1-101(a)(iii)(E)/W.S. 12-4-301(b):
(a) Do you have more than one hundred (100) bona fide members who are residents of the county in which the club is located? □ YES □ NO
(b) Is the club incorporated and operating solely as a nonprofit organization under the laws of this state? □ YES □ NO
(c) Is the club qualified as a tax exempt organization under the Internal Revenue Service? □ YES □ NO
(d) Has the club been in continuous operation for a period of not less than one (1) year? □ YES □ NO
(e) Has the club received twenty-five dollars ($25.00) from each bona fide member as recorded by the secretary of the club and are club members at the time of this application in good standing by having paid at least one (1) full year in dues? □ YES □ NO
(f) Does the club hold quarterly meetings and have an actively engaged membership carrying out the objectives of the club? □ YES □ NO
(g) Have you filed a true copy of your bylaws with this application? □ YES □ NO
(h) Has at least fifty one percent (51%) of the membership signed a petition indicating a desire to secure a Limited Retail Liquor License? (Petition Attached) □ YES □ NO

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

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

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

STATE OF WYOMING
COUNTY OF

Signed and sworn to before me on this 23rd day of August, 2020, that the facts alleged in the foregoing instrument are true by the following:

1) 
(Signature) 

Donald Mark Rocky 
(Printed Name) 

President 

Title

2) 
(Signature) 

(Printed Name) 

Title

3) 
(Signature) 

(Printed Name) 

Title

4) 
(Signature) 

(Printed Name) 

Title

Witness my hand and official seal:

(State of Notary Public

My commission expires: 9/21/23

Kara Gosnell

Signature of Notary Public

(SEAL)
AFFIDAVIT OF WEBSITE PUBLICATION

State of Wyoming)  
County of Natrona)  

I, the undersigned, being in the employ of the City of Casper and responsible for the publishing and posting of notices for the Casper City Council’s public hearings concerning liquor licensing, and knowing the facts herein set forth do solemnly swear that:

- Notice of the public hearing set forth below was posted continually on the City of Casper website in accordance with W.S. 12-4-104. The said posting commenced on 10/02/2019 and ended on 10/16/2019 and  
- Attached is image of the Notice as actually posted on the City of Casper website (www.caserwy.gov) for the entire period referenced above.

By: Carla Mills Franch Date: 10/3/2019

Title: Licensing Specialist

Scribed in my presence and sworn before me on this  
3rd day of October, 2019

[Signature]

Provide to City of Casper Central Records
TRANSFER LOCATION FOR RETAIL LIQUOR LICENSE

An application for a transfer of location for Retail Liquor License No. 19 Ridleys Family Market, Inc d/b/a Ridleys Family Markets located at 3037 CY Ave has been received in this office. Public Hearing on said application will be held on October 15, 2019, at 6:00 p.m. in the City Council Chambers at 200 North David, Casper, Wyoming.
ORDINANCE NO. 28-19

AN ORDINANCE AMENDING CHAPTER 12.32
OF THE CASPER MUNICIPAL CODE

WHEREAS, the Casper Municipal Code provisions addressing trees and shrubs promotes the public’s health and safety, the tree and landscaping companies’ employees’ health and safety as well as consumers’ community’s health and safety; and

WHEREAS, authority is granted to cities and towns by W.S. 15-1-103(a) (iv), (xiii) and (xli) to adopt ordinances and regulations for the health, welfare and safety of the city and to license and regulate business activities within the City for the health, safety and welfare of its citizens.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That Chapter 12.32 of the Casper Municipal Code, and the Code Sections therein are hereby amended:

Chapter 12.32 - TREES AND SHRUBS

Sections:

12.32.010 - Purpose – Authority.

A. This Chapter addresses the care of trees and shrubs. The City recognizes the substantial economic, environmental, aesthetic and public health benefits of healthy trees and shrubs within the community. It is the policy of the City to protect and enhance the community's trees and shrubs. The purpose of this Chapter is to promote and protect the public safety and general welfare by providing regulation, and to establish policies regarding the planting, maintaining and removal of trees through recommended and accepted horticultural and arboricultural practices, and to establish and enforce professional standards for commercial arborists, pertaining to operating a tree maintenance business and/or a landscaping business with a tree maintenance component.

B. Authority is granted to cities and towns by Wyo. Stat. Section 15-1-103(a) (iv), (xiii) and (xli) to adopt ordinances and regulations for the health, welfare and safety of the city and to license and regulate business activities within the City for the health, safety and welfare of its citizens.

C. The requirements of this Chapter will not be deemed to impose any liability for damages or duty of care and maintenance upon the City or any of its officers, agents or employees.

(Ord. 29-83 (part), 1983: prior code § 38-1)

12.32.020 - Definitions.
The following definitions shall apply in the interpretation and enforcement of this Chapter:

As used in this Chapter:

A. "Aerial Operation" shall mean any tree trimming or pruning operation which is being performed on tree branches 12 feet above the ground or greater, measured from the ground where it intersects with the tree trunk, to the branch where it intersects with the tree trunk, and all tree felling operations.

B. "City property" shall mean and include all real property owned by and leased to the City of Casper, not including dedicated right-of-way, dedicated parks and developed parks and public spaces.

C. "Commercial arborist" means any person, firm or corporation engaged in the business of cutting, trimming, pruning, spraying, injecting chemicals, or removing trees or shrubs for compensation.

D. "Maintenance" shall mean any and all work performed on trees including, but not limited to, planting, watering, pruning, removing, stump grinding, treating for insects or diseases, protecting and enhancing soils, and preserving and protecting trees during construction.

E. "Noxious tree" means a tree that is designated a "designated noxious weed" by the Wyoming Weed and Pest Control Act, Wyoming Statute § 11-5-101, et seq.

F. "Private property" means all land and improvements, including fixtures and a appurtenances, located within the property lines of a property.

G. "Property owners" shall mean any person or entity having a legal interest in real property and its fixtures and appurtenances.

H. "Responsible party" shall mean the property owner or an entity or person who, acting as an agent for or in any other legal capacity on behalf of the owner, has authority over property subject to this chapter or who is responsible for the maintenance or management of said property.

I. "Tree" or "trees" shall mean any perennial woody plant, usually, but not necessarily, single stem and long-lived with a height greater than overall spread.

(Ord. 11-97 § 1 (part), 1997: Ord. 29-83 (part), 1983: prior code § 38-2)

12.32.030 – Guidelines and Authority.

For the purpose of this chapter, the Parks Division of the Parks and Recreation Department is charged with the duties and responsibilities of implementing the annual City tree plan.

(Ord. 29-83 (part), 1983: prior code § 38-3)
12.32.040 - Powers and duties—City tree plan.

It shall be the responsibility of the Director of the Parks and Recreation Department, or the Director’s authorized agent, to develop, write and implement an annual, community tree and shrub work plan.

(Ord. 29-83 (part), 1983: prior code § 38-4)

(Ord. No. 31-10, § 2, 12-21-2010)

12.32.050 - Enforcement—City Manager authority.

The City Manager or the Manager’s duly authorized agent shall have full power, authority, jurisdiction and control of planting, locating and replacing all trees on public streets and other areas of public property, and shall likewise have supervision, direction and control of the care, trimming and removal thereof, as well as the enforcement duties with respect to the obligations imposed by this chapter.

(Ord. 29-83 (part), 1983: prior code § 38-5)

12.32.060 - Care of public trees—City authority.

The City shall have the right to plant, trim, spray, preserve and remove trees, plants and shrubs within the lines of all streets, alleys, avenues, lanes, squares and public grounds, as may be necessary to insure safety when servicing City utilities, or to preserve the symmetry and beauty of such public grounds. The City may remove, or cause to be removed, any tree or part thereof which is in an unsafe condition, or which, by reason of its nature, is injurious to sewers, electric power lines, gas lines, water lines or other public improvements, or is affected with any injurious fungus, insect or other pest.

(Ord. 29-83 (part), 1983: prior code § 38-8)

12.32.070 - Planting—Location and spacing.

A. Trees shall not be planted closer than two (2) feet to any curb or sidewalk.

B. No tree or shrub shall be planted closer than ten feet to any fireplug or utility pole.

C. Trees and shrubs planted near intersections shall be no closer to that intersection than as provided in Sections 12.24.040 and 12.24.050 of this code.

D. No trees shall be planted under or within ten lateral feet of any overhead utility wire or within five lateral feet of any underground water line, sewer line, transmission line, or other utility.

E. No trees of the genus populus shall be planted within fifty feet of any underground water line or sewer line.
F. Variances to location and spacing and species restrictions may be granted under special circumstances, such as public beautification projects, wherein special consideration can be made to accommodate the desired beautification and appearance. Such variances shall be granted by the city manager or his/her designee upon review of submitted plans and specifications. Existing trees and shrubs are specifically "grandfathered."

(Ord. 7-99 § 1, 1999; Ord. 29-83 (part), 1983: prior code § 38-7)

12.32.075 - Commercial arborist—License and insurance requirements—Suspension and revocation—Appeal procedures.

A. All commercial arborists shall be licensed and insured. Any appropriate fees that may be assessed for licensing shall be established by resolution.

B. Before a commercial arborist license will be granted, the applicant shall:

1. Successfully complete yearly, with a satisfactory score, a competency test administered by the Wyoming Extension Office. Within three years of obtaining a commercial arborist license from the City, each commercial arborist shall secure certification from the International Society of Arboriculture as an ISA Certified Arborist. Proof of such certification shall be filed with the City Clerk’s Office. Securing certification from the International Society of Arboriculture as an ISA Certified Arborist, replaces the requirement for a yearly competency test administered by the Wyoming Extension Office.

2. Prior to an arborist license being issued, applicants must file with the office of the City Clerk proof of commercial general liability insurance coverage for the business of the employer of the arborist or the business of the arborist, from a carrier authorized to do business within the State of Wyoming in the following amounts: Commercial general liability insurance coverage must be in the minimum amount of One Million Dollars ($1,000,000.00) per occurrence with a minimum general aggregate amount of Two Million Dollars ($2,000,000.00). The coverage document must list the City of Casper, office of the City Clerk, as a certificate holder and contain a statement indicating that any notice of cancellation issued to the applicant must also be provided in writing to the City Clerk within thirty (30) days of effectiveness and Workers’ Compensation coverage as mandated by the Statutes of the State of Wyoming.

C. Failure of a commercial arborist to comply with the conditions set forth in this section shall result in the City Clerk’s revocation of such license. In the event of such revocation, except and unless such license has been caused to be revoked by termination of insurance, the City Council shall have the authority to overrule or otherwise modify the revocation of the City Clerk with regard to license revocation. If an appeal of the City Clerk’s decision is desired, the appeal shall be filed with the Clerk with a copy to the City Attorney within ten (10) calendar days from the date of the City Clerk’s revocation of the arborist license. A hearing by the City Council on an appeal shall be held within fifteen (15) days from the date the appeal is filed with the City Clerk.
12.32.080 - Permit—Required when—Application.

A. Except as provided in § 12.32.110, abutting property owners, it is unlawful for any person, firm, partnership or corporation to prune, trim, plant, remove or replace any tree or shrub on public property, or within the public right-of-way, without first having obtained a permit for such activity from the City Director of the City Parks and Recreation or the Director’s designee.

B. Such permits shall be requested by written application, which shall specifically describe the work to be done and the location thereof. Any permit issued pursuant to an application previously submitted shall expire within sixty (60) days from the date of its issuance, or within such shorter time as may be set forth within the permit. No charge shall be made for any permit, or for the processing of any application requesting a permit pursuant to the terms of this Chapter. Any work done without a permit required by this Section may result in a criminal misdemeanor charge and may be punishable by a fine of up to $750.00.

C. Such permit may direct the specific manner in which the trimming and cutting is to be done. It shall be the responsibility of the Director or designee to establish reasonable standards for these permits.

D. In the event a permit is denied, the basis for denial shall be given to the applicant, who shall have the right to appeal the denial to the City Council. A written notice of appeal must be filed with the City Clerk with a copy to the City Attorney within five (5) days of the denial. Upon the receipt of a notice of appeal, the City Council shall hear and decide the appeal at the next regular scheduled meeting occurring no less than three (3) days from when the notice of appeal is filed with the Clerk.

E. No trees or shrubs shall be planted in or removed from any public street, public parking strip or other public property within the City without the prior acquisition of a written permit therefor from the Director of the Parks and Recreation Department. A violation of this subparagraph may result in a criminal misdemeanor charge and may be punishable by a fine of up to $750.00.
2. Safety measures and equipment must be utilized at all times to protect workers and the public;

3. Adherence to notices or orders issued from the Director of the Parks and Recreation Department or the Director's designee pertaining to work activities and operations; and

4. Maintenance of current physical and mailing and emailing address information, as well as text information at the Office of the City Clerk for use in providing any written or personal notification necessary from the Director.

5. A violation of Paragraphs 1-3 of this Section shall be punishable by a criminal misdemeanor fine of up to $750.00.

12.32.100 - Permit—Traffic control measures.

It shall be a condition of the permit required in Section 12.32.080 of this Chapter that the permittee take appropriate measures to assure that, during the performance of the work, traffic conditions shall be maintained as nearly normal as practicable, at all times. The permittee shall route and control traffic, including the permittee's own vehicles, as required by the City Manual of Specifications and Procedures for the use of traffic-control devices in construction and maintenance areas, and other applicable City Ordinances.

(Ord. 2-85 § 1 (part), 1985: Ord. 29-83 (part), 1983: prior code § 38-10 (C))

12.32.110 - Permit—Not required for work by property owner.

A property owner or a member of the property owner's immediate family who trims or prunes any tree or shrub within the public street which abuts the property owner's property shall not be required to obtain a permit as set forth in Section 12.32.080 of this Chapter.

(Ord. 2-85 § 1 (part), 1985: Ord. 29-83 (part), 1983: prior code § 38-10 (B))

12.32.120 - Protection of trees during excavations.

In making excavations in street or other City property, care shall be taken to avoid injury to the roots of any tree or shrub, wherever possible.

(Ord. 29-83 (part), 1983: prior code § 38-14)

12.32.130 - Attaching signs or notices prohibited.

It is unlawful to attach any sign, advertisement or notice to any tree or shrub on City property or parkway.

(Ord. 29-83 (part), 1983: prior code § 38-12)

12.32.140 - Attaching wires or ropes prohibited.
A. It is unlawful to attach any wire or rope to any tree or shrub in any public street, parkway or other City property without the permission of the City Manager or the City Manager’s duly authorized representative.

B. Any person or company which maintains poles and wires in the streets, alleys or other City property shall, in the absence of provision in the franchise concerning the subject, keep such wires and poles free from and away from any trees and shrubs in such places as far as may be possible, and keep all such trees and shrubs near wires and poles properly trimmed, subject to the supervision of the City Manager or the City Manager’s duly authorized representative, so that no injury shall be done either to the poles or wires or to the shrubs and trees by their contact.

(Ord. 29-83 (part), 1983: prior code § 38-13)

12.32.150 - Injuring trees or shrubs prohibited.

It is unlawful to purposely injure any tree or shrub planted or growing on City property or parkway.

(Ord. 29-83 (part), 1983: prior code § 38-11)

12.32.160 - Prohibited species of trees and shrubs.

It is unlawful to plant or cause to be planted on public places, any of the following:

A. Any cotton-bearing cottonwood trees; except within forty (40) feet of the North Platte River bank.

B. Any female box elder tree (acer negundo);

C. Any willows with a maximum height of ten (10) or more feet (genus salix), except within forty (40) feet of the North Platte River bank.

D. Any State of Wyoming designated weeds (Wyoming Statute 11-5-102) which include Russian olives and tamarisk.

(Ord. 7-99 § 2, 1999; Ord. 29-83 (part), 1983: prior code § 38-6)

12.32.170 - Dangerous trees deemed nuisance when—Remedies.

A. Any tree growing over a public alley, street or highway, or so located as to extend its branches over a public alley, street or highway, shall be trimmed by the owner of the property on which the tree stands, or an authorized agent or employee of tree owner, so that there shall be a clear height of fifteen (15) feet above the surface of the street, alley or highway, and eight (8) feet above the surface of sidewalks unobstructed by the branches, or so that the tree does not obstruct the light from any streetlight or the view of any intersection. Additionally, such owner or agent shall remove all dead branches and stubs on any tree or trees which have become likely to fall on or across the public highways, streets or alleys of the City.
B. For purposes of maintaining visibility for traffic at intersections, existing hedges, shrubs or other plant material within ten (10) feet from the face of the curb on a corner lot shall be trimmed and maintained so as not to stand more than thirty-six (36) inches above the level of the sidewalk. On corners where existing embankments, retaining walls or other objects are placed, no plant material shall be planted unless a permit has previously been obtained from the City Manager.

C. If vegetation, on private property, in any way other than as stipulated in this section causes a hindrance to the general public, or in any way endangers the security and usefulness of any public street, highway, alley, sewer or sidewalk, as determined, following an inspection, the same is declared to be a public nuisance. The City Manager or the City Manager’s authorized agent shall issue the property owner or the owner’s agent a written notice requiring the owner or agent to correct or remove the nuisance within fifteen (15) days. If the owner or agent does not correct the nuisance within the time specified, the City Manager or the City Manager’s authorized agent shall cause the same to be corrected or removed. In the event the city corrects or removes the tree, then all costs thereof, including, but not limited to: cost of any contractors and administration; costs and fees as established by the City Council; all collection fees, expenses, costs and reasonable attorney's fees incurred by the City, shall be due and owing from the property owner to the City. Such costs, expenses and fees may be collected in any manner prescribed by law.

(Ord. 27-05 § 3, 2005; Ord. 18-99 § 1, 1999; Ord. 29-83 (part), 1983: prior code § 38-9)

12.32.180 - Interfering with city activities—Public hearings.

No person shall prevent, delay or interfere with the director of the public services department, or any of his duly authorized agents or assistants in the execution or enforcement of this chapter; provided, however, nothing contained in this chapter shall be construed as an attempt to prohibit a public hearing, or to prohibit any legal or equitable remedy in any court of competent jurisdiction for the protection of property rights by the owner of property within the city.

(Ord. 29-83 (part), 1983: prior code § 38-15)

12.32.190 - Violation—Penalty.

Any person violating any provision of this Chapter shall be guilty of a misdemeanor, the penalty for which shall be that set forth in Chapter 1.28 of this code.

(Ord. 29-83 (part), 1983: prior code § 38-16)
This Ordinance shall be effective twenty-one days, 2019.

PASSED on 1st reading the 17th day of September, 2019

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

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

APPROVED AS TO FORM:

__________________________

ATTEST:

__________________________

CITY OF CASPER, WYOMING
A Municipal Corporation

__________________________

Fleur D. Tremel
City Clerk

__________________________

Charles Powell
Mayor
ORDINANCE NO.29-19

AN ORDINANCE AMENDING CASPER MUNICIPAL
CODE TO ESTABLISH A CODE OF ETHICS

WHEREAS, the members of the Casper City Council desire to conduct their
business in a manner that is legally and ethically beyond reproach;

WHEREAS, the Casper City Council pursuant to Wyoming Statute § 15-1-
103(a)(v) and (a) (xxxvii), is authorized to investigate “for cause” allegations, and potentially
remove a person from office for “incompetency, neglect of duty or otherwise for cause,”
provided an opportunity for hearing is established by ordinance - currently Code 2.64.

WHEREAS, the Casper City Council has determined that the principles in Title 9
Chapter 13 of the Wyoming Statutes – “Government Ethics” should be incorporated as stated
below into the Casper Municipal Code as a “Code of Ethics.”

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF
THE CITY OF CASPER, WYOMING that Chapter 2.60 - Code of Ethics - of the Casper
Municipal Code is created.

PREAMBLE

The Casper City Council has determined that a code of ethics is an appropriate
addition to existing laws, rules and regulations providing direction and governing Casper’s
public officials, public members and employees; accordingly, this Code of Ethics for the City of
Casper is established.

Serving as a part-time City Council member poses unique challenges; most
Council members have not worked in a municipal government setting and a significant number
have spent most of their careers in the private sector where they were an owner or manager. To
come into an organization, as a member of the body which determines the direction of the
organization, but which body employs only three employees of the hundreds of employees
working for the organization who answer to the City Manager is a different organizational
dynamic. Failure to follow the separation of functions, control and responsibilities, within the
organizational framework can result in a blurring of and potentially erosion of the chain of
command, putting Council and employees at risk.

A purpose of this Code is to provide some road signs to help guide the Council
members and the City’s employees along the various paths and around the occasional obstacles
and the different dynamics of very public, public service jobs.

SECTION 2.60.01. DEFINITION OF TERMS

For the purpose of this Ordinance, the following terms, phrases, words and
abbreviations shall have the meanings ascribed to them below. Words not defined shall be given their common and ordinary meaning.

A1. “Anything of value” means:

(i) a pecuniary item, including money or a bank bill or note;
(ii) a promissory note, bill of exchange, order, draft, warrant, check or bond given for the payment of money;
(iii) a contract, agreement, promise or other obligation for an advance, conveyance, forgiveness of indebtedness, deposit, distribution, loan, payment, gift, pledge or transfer of money;
(iv) a stock, bond, note or other investment interest in an entity;
(v) a right in action;
(vi) a gift, tangible good, chattel or an interest in a gift, tangible good or chattel;
(vii) a work of art, antiques or collectible;
(viii) an automobile or other means of personal transportation;
(ix) real property or an interest in real property, including title to realty, a fee simple or partial interest, present or future, contingent or vested within realty, a leasehold interest or other beneficial interest in realty;
(x) an honorarium or compensation for services arising out of the person’s service as a public official, public member, or employee;
(xi) the sale or trade of anything of value for consideration that would ordinarily not be available to a member of the public; or with a rebate or at a discount in its price, unless the rebate or discount is made in the ordinary course of business to a member of the public, or any group or category thereof, but without regard to that person’s status as a public official, official or public employee.
(xii) a promise or offer of employment;
(xiii) any other thing of value that is pecuniary or compensatory in value to a person.

A2. “Anything of value” does not mean a campaign contribution properly received and disclosed, as is necessary or required.

B. “Business” means a corporation, partnership, sole proprietorship, LLC, or other type of organization, entity, or association which may be engaged in the buying, selling, exchanging, of commodities, realty, services or anything of value.

C1. “Compensation” includes:

(i). An advance, conveyance, forgiveness of indebtedness, deposit, distribution, loan, payment, gift, pledge or transfer of money or anything of value; or
(ii). A contract, agreement, promise or other obligation for an advance, conveyance, forgiveness of indebtedness, deposit, distribution, loan, payment, gift, pledge or transfer of money or anything of value, for services rendered or to be rendered.

C2. “Compensation” does not include:

(i) Contractual salary or wage, hourly wage, employment benefits, reimbursement of expenses, if the reimbursement does not exceed the amount actually expended for the expenses, and if the reimbursement is substantiated by an itemization of expenses; or

(ii) Per diem payments or mileage and/or vehicle allowances paid by the employing government entity in accordance with applicable law;

D. “Confidential information” means information which is defined by Wyoming as confidential; in this regard attorney-client privilege between the City Council and its attorney is a privilege belonging to the Council, as an assembly, and shall not be waived unless a majority of the body so directs.

E. “Domestic partner” means a person with whom a public official, public member or City employee maintains a household and an intimate relationship, other than to whom the public official, public member or employee is legally married.

F. “Employee” means every appointed, classified or unclassified, full-time or part-time employee of the City of Casper who receives a salary or wage as remuneration for their time, service and efforts.

G. “Family member” means an individual, who is the spouse, parent, sibling, child, grandparent or grandchild;

H. “Financial interest” means anything of value which yields directly or indirectly a benefit—other than the authorized salary, wage and benefits and remuneration for services to the City, to the “employee” or “public official” or “public member”.

I. “Gift” does not include any loan, gift, gratuity, special discount or hospitality with a value of $250 or less.

J. “Official responsibility and official capacity” means acting on a board or commission position, either exercisable alone or with others, and while acting in that position can vote to approve, disapprove, shape and/or otherwise direct the board’s or commission’s actions.

K. “Personal interest” is:

(i). With respect to a “public official,” “public member” or “employee” an interest which is direct and immediate as opposed to speculative and remote; and
(ii). An interest that provides the public official, public member, or employee, a greater benefit or a lesser detriment than it does for a large or substantial group or class of persons who are similarly situated.

L. "Public member" means a member of the public not employed by the City and who is not a "public official," who is appointed to a board or commission while acting within "official responsibility" or "official capacity" of the City of Casper.

M. "Public official" or "public member" means: every elected or appointed Casper City Council person, and every appointed board or commission member serving on a board or commission of the City of Casper.

SECTION 2.60.02- USE OF TITLE PRESTIGE OF PUBLIC OFFICE

(a). No public official, public member, or employee shall use his or her office or position for his or her private benefit.

(b). As used in this section, "private benefit" means the receipt by the public official, public member, or employee of a gift which resulted from his/her holding that office or position.

SECTION 2.60.03- NEPOTISM

(a). No public official, public member, or employee shall advocate or cause the employment, appointment, promotion, transfer or advancement of a family member or a domestic partner to an office or position of the City of Casper. A public official, public member, or employee shall not supervise or manage a family member or domestic partner who is in an office or position or has employment with the City of Casper, Wyoming.

(b). A public official, public member or employee, acting in his or her official capacity, shall not participate in his or her official responsibility or capacity regarding a matter relating to the employment or discipline of a family member or domestic partner.

SECTION 2.60.04- MISUSE OF OFFICE

A public official, public member, or employee shall not use public funds, time, personnel, facilities or equipment for his or her private benefit or that of another person or entity unless the use is authorized by law.

SECTION 2.60.05- OFFICIAL DECISIONS AND VOTES

(a). A public official or public member shall not make an official decision or vote on an official decision if the public official or public member has a personal interest in the matter. In determining whether he or she has a personal interest in a matter, the public official or public member shall recognize the importance of his or her right to represent his or her constituency and
shall abstain from voting only in clear cases of a personal interest, as defined in this subsection. A public official or public member shall not vote to give money or any direct financial benefit to himself or herself except for tax reductions affecting the general public. For purposes of this section, a personal interest is:

(i). with respect to the public official or public member, an interest which is direct and immediate as opposed to speculative and remote; and

(ii). an interest that provides the public official or public member, a greater benefit or lesser detriment than it does for a large or substantial group or class of persons who are similarly situated.

(b). A public official or public member, described by subsection(a) of this section shall abstain from voting on the decision and from making any official decision in the matter. The public official’s or public member’s abstention from voting must be recorded in the City’s, board’s or committee’s official records.

(c) This section shall not be construed to supersede W. S. 15-9-220, or 16-6-118. Those provisions shall control to the extent inconsistent with this section.

SECTION 2.60.06-ACTIONS TAKEN WHILE NEGOTIATING FOR EMPLOYMENT

A public official, public member, or employee may not vote or take an official action in a matter affecting a person with whom the public official, public member, or employee is negotiating for prospective employment.

SECTION 2.60.07-CONSEQUENCES TO PUBLIC OFFICIALS, OFFICIALS AND EMPLOYEES

Violation of any provision of this act may constitute sufficient cause for termination of an employee’s employment or for the censure of the public official or public member or the removal of a public official or public member from his office or position.

SECTION 2.60.08- EFFECTIVE DATE:

This Ordinance shall become effective 21 days after Council has approved the ordinance on third (3rd) reading.

PASSED on 1st reading the 11th day of September, 2019.

PASSED on 2nd reading the 8th day of October, 2019.

PASSED, APPROVED AND ADOPTED on 3rd and final reading the ___ day of __________, 2019.
Establish a Code of Ethics
ORDINANCE NO. 24-19 AMENDED

AN ORDINANCE AMENDING ARTICLE I – PARADES –
SECTIONS 10.72.010-10.72.140

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

That Article I – Parades – Sections 10.72.010-10.72.140 of the Casper Municipal
Code is hereby amended to read as follows:

Article I. – Parades

10.72.010 – Definitions.

For the purposes of this article, the following words and phrases shall have the meanings
respectively ascribed to them by this section:

A. “Chief of police” means the chief of police of the city or the chief’s designee.

B. “Parade” means any parade, march, ceremony, show, exhibition, pageant or
procession of any kind, or any similar display, in or upon any street, park or other
public place in the city.

C. “Parade permit” means a permit as required by this article.

D. “Business days” are Mondays through Fridays which are not official Holidays
recognized by the State of Wyoming for purposes of closing State offices.

(Prior code § 24-124)

10.72.020 – Permit – Required when.

A. No person shall engage in, participate in, aid, form or start any parade, unless a
parade permit shall have been obtained from the chief of police, except:

1. “An unpermitted pedestrian parade” is allowed upon notice to the
Casper Police Department in Conwell Park or City Park, between
the hours of 7:00 a.m. to 7:00 p.m., if no other organized event is
present or has previously scheduled the park for the same date and
time;

2. A pedestrian march or gathering to exercise the constitutional rights
of free speech or religion is allowed on the sidewalks adjacent to
government office buildings or schools between the hours of 7:00
a.m. to 7:00 p.m., so long as other pedestrian traffic and ingress to
and egress from the government buildings or schools are not impeded;

3. Funeral processions;

4. Students going to and from school classes or participating in educational activities; provided, that such conduct is under the immediate direction and supervision of the proper school authorities.

5. A governmental agency acting within the scope of its functions.

(Prior code § 24-126)

10.72.030 – Permit – Application – Filing period.

A. A person seeking issuance of a parade permit shall file an application pursuant to the Special Events Planning Guide and Police of the City of Casper.

B. An application for a parade permit shall be filed pursuant to Casper’s Special Events Planning Guide and Policy.

C. The application for a parade permit shall set forth the following information:

1. The name, address and telephone number of the person seeking to conduct such parade;

2. If the parade is proposed to be conducted for, on behalf of, or by an organization, the name, address and telephone number of the headquarters of the organization and of the authorized and responsible heads of such organization;

3. The name, address and telephone number of the person who will be the parade chairman and who will be responsible for its conduct;

4. The date when the parade is to be conducted;

5. The route to be traveled, the starting point and the termination point;

6. The approximate number of persons who, and animals and vehicles which, will constitute such parade, the type of animals and description of the vehicles;

7. The hours when such parade will start and terminate;

8. A statement as to whether the parade will occupy all or only a portion of the width of the streets proposed to be traversed;
9. The location by streets of any assembly areas for such parade;

10. The time at which units of the parade will begin to assemble at any such assembly area or areas;

11. The interval of space to be maintained between units of such parade;

12. If the parade is designed to be held by, and on behalf of or for, any person other than the applicant, the applicant for such permit shall file with the chief of police a communication in writing from the person proposing to hold the parade, authorizing the applicant to apply for the permit on his behalf;

13. Any additional information which the chief of police shall find reasonably necessary to a fair determination as to whether a permit should issue.

D. The chief of police, where good cause is shown therefor, shall have the authority to consider any application hereunder which is filed less than the minimum number of days before the date such parade is proposed to be conducted, pursuant to the City of Casper’s Special Events Planning Guide and Policy.

E. There shall be no fee for the issuance of parade permit, but the fees and charges to help pay for staff time and overtime and the requirements for insurance, as set forth in Casper’s Special Event Planning Guide and Policy shall be collected and obtained as required therein.

(Prior code § 24-127)

10.72.040 – Permit – Contents.

1. Each parade permit shall state the following information:

A. Starting time;

B. Minimum speed;

C. Maximum speed;

D. Maximum interval of space to be maintained between the units of the parade;

E. The portions of the streets to be traversed that may be occupied by the parade;

F. The maximum length of the parade in miles or fractions thereof;
G. Such other information as the chief of police shall find necessary to the enforcement of this article.

(Prior code § 24-133)

10.72.050 – Permit – Conditions for issuance.

I. The chief of police shall issue a permit as provided for under this article when, from a consideration of the application and from such other information as may otherwise be obtained, if the Chief finds that:

A. The conduct of the parade will not substantially interrupt the safe and orderly movement of other traffic contiguous to its route; and

B. The conduct of the parade will not require the diversion of so great a number of police officers of the city to properly police the line of movement and the areas contiguous thereto as to prevent normal police protection to the city; and

C. The conduct of such parade will not require the diversion of so great a number of ambulances to prevent normal ambulance service to portions of the city other than that to be occupied by the proposed line of march and areas contiguous thereto; and

D. The concentration of persons, animals and vehicles at assembly points of the parade will not unduly interfere with proper fire and police protection of, or ambulance service to, areas contiguous to such assembly areas; and

E. The conduct of such parade will not interfere with the movement of fire-fighting equipment in route to a fire; and

F. The conduct of the parade is not reasonably likely to cause a clear and present danger of injury to persons and property; and

G. The parade is scheduled to move from its point or origin to its point of termination expeditiously and without unreasonable delays in route; and

H. The parade is not to be held for the sole purpose of advertising any product, goods or event, and is not designed to be held purely for private profit.

II. The chief of police shall decline to issue a permit as provided for under this article when, from a consideration of the application and from such other information as may otherwise be obtained, if the Chief finds:
A. The application for permit (including any required attachments and submissions) is not fully completed, executed, and any fees or insurance are not paid or obtained; or

B. The application for permit contains a material falsehood or misrepresentation; or

C. The applicant is legally incompetent to contract or to sue and be sued; or

D. The applicant or the person on whose behalf the application for permit was made has on prior occasions damaged City’s or private property and has not paid in full for such damage, or has other outstanding and unpaid debts to the City; or

E. The use or activity intended by the applicant would conflict with previously planned programs organized or authorized by the City and previously scheduled for the same time and place; or

F. The use or activity intended by the applicant would present an unreasonable danger to the health or safety of the applicant, or other users of the City property, City employees or of the public.

(Prior code § 24-128)

10.72.060 – Permit – Notice to city and other officials.

Immediately upon the issuance of a parade permit, the chief of police shall send a copy thereof to the following:

A. City manager;

B. Fire chief;

C. Director of the department or public works;

D. City clerk.

(Prior code § 24-132)

10.72.070 – Permit

The chief of police shall act upon the application for a parade permit pursuant to the time requirement established in the Special Events Planning Guide and Policy.

(Prior code § 24-129)
10.72.080 – Permit – Appeal procedure.

Any person aggrieved shall have the right to appeal the denial of a parade permit to the city council. The appeal shall be taken within three business days after the e-mailed notice of disapproval. The appeal must state the grounds therefore and the relief requested and must be e-mailed to the Chief of Police, the City Manager, the City Attorney and hand-delivered to the City Clerk. The city council shall act upon the appeal at the next scheduled regular work session meeting occurring no less than three business days after the City Clerk’s receipt of the appeal.

(Prior code § 24-130)

10.72.090 – Alternative permit procedure.

The chief of police, in denying an application or a parade permit, shall be empowered to authorize the conduct of the parade on a date, at a time or over a route different from what named by the applicant. An applicant desiring to accept an alternate permit shall, within two days after notice of the action of the chief of police, file a written notice of acceptance with the chief of police. An alternate parade permit shall conform to the requirements of, and shall have the effect of, a parade permit under this article.

(Prior code § 24-131)

10.72.100 – Permit – Compliance with regulations – Possession during parade.

A. A permittee under this article shall comply with all permit directions and conditions and with all applicable laws, the current Special Event Planning Guide and Policy conditions, and ordinances.

B. The parade chairman or other person heading or leading such activity shall carry the parade permit upon his person during the conduct of the parade.

(Prior code § 24-134)

10.72.110 – Permit – Revocation conditions.

The chief of police shall have the authority to revoke a parade permit issued under this article upon violation of the standards for issuance as set forth in this article or for violation of the conditions as set forth pursuant to the Special Event Planning Guide or Policy.

(Prior code § 24-135)
10.72.120 – Parking restrictions on parade route – Signs.

The chief of police shall have the authority, when reasonably necessary, to prohibit or restrict the parking of vehicles along a highway or part thereof constituting a part of the route of a parade. The chief of police shall post signs to such effect, and it shall be unlawful for a person to park or leave unattended any vehicle in violation thereof. No person shall be liable for parking on a street unposted in violation of this article.

(Prior code § 24-125(c))

10.72.130 – Driving through parades prohibited.

No driver of a motorized or pedaled vehicle, shall drive between the vehicles or animals or persons in a parade when such vehicles, animals or persons are in motion and are within a conspicuously designated parade.

(Prior code § 24-125(b))

10.72.140 – Obstruction and interference prohibited.

No person shall unreasonably hamper, obstruct or impede, or interfere with any parade or a parade assembly or with any person, vehicle of animal participating or used in a parade.

(Prior code § 24-125(a))

PASSED on 1st reading the 1st day of ________, 2019

PASSED on 2nd reading the ____ day of ____________, 2019

PASSED, APPROVED, AND ADOPTED on third and final reading the ____

day of ____________, 2019.
APPROVED AS TO FORM:

[Signature]

CITY OF CASPER, WYOMING
A Municipal Corporation

ATTEST:

Fleur D. Tremel
City Clerk

Charles Powell
Mayor
MEMO TO: J. Carter Napier, City Manager

FROM: Andrew Beamer, P.E., Public Services Director
Denyse Wyskup, Regional GIS Administrator
Ethan Yonker, P.E., Associate Engineer


Meeting Type & Date
Regular Council Meetings
1st Reading - October 15, 2019
2nd Reading - November 5, 2019
3rd Reading - November 19, 2019

Action Type
Ordinance

Recommendation

Summary
City staff is working to update our GIS and CAD information to a more recent realization of the horizontal datum established by the U.S. National Geodetic Survey. NAD83(2011) is the current industry standard for horizontal datum, and updating to the current datum now will make conforming to future datum realizations easier and more accurate.

Oversight/Project Responsibility
Denyse Wyskup, Regional GIS Administrator
Ethan Yonker, P.E., Associate Engineer, Public Services.

Attachments
Ordinance
ORDINANCE NO. 31-19

AN ORDINANCE AMENDING SECTION 16.16.020 AND 16.24.010 OF THE CASPER MUNICIPAL CODE TO COINCIDE WITH UPDATES TO THE HORIZONTAL REFERENCE DATUM USED BY THE CITY OF CASPER

WHEREAS, the City of Casper is moving to a new horizontal datum for which all data submitted to the City should be referenced as defined by Casper Municipal Code Sections 16.16.020 and 16.24.010; and,

WHEREAS, the City Council of Casper, Wyoming, has determined that Sections 16.16.020 and 16.24.010 of the Casper Municipal Code should be amended to update the horizontal reference datum; and,

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

Section 1:

That Section 16.16.020.V.3 of the Casper Municipal Code shall be amended to read as follows:

Survey data shall be compatible with the City GIS and CAD infrastructures, all data must be horizontally referenced to NAD 83(2011) Wyoming state plane east central zone, US Survey Feet.

That Section 16.24.010.R.3.a of the Casper Municipal Code shall be amended to read as follows:


Section 2:

This ordinance shall become in full force and effect twenty-one (21) days after passage on third reading.

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

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

PASSED, APPROVED, AND ADOPTED on third and final reading the ____ day of ____ , 2019.
APPROVED AS TO FORM:

[Signature]

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Charles Powell
Mayor
September 25, 2019

MEMO TO: J. Carter Napier, City Manager

FROM: Andrew Beamer, P.E., Public Services Director

SUBJECT: Accepting a Water Line Easement Agreement from Natrona County School District No. 1 for Installation of Water Lines Across Private Property

Meeting Type & Date
Regular Council Meeting
October 15th, 2019

Action type
Resolution

Recommendation:
That Council, by resolution, accept a water line easement agreement from Natrona County School District No. 1 for installation of water lines across private property located across Lot 4, Mesa Addition No. 6.

Summary:
Natrona County School District No. 1 has granted the City of Casper a water line easement across Lot 4 of the Mesa No. 6 Addition to the City of Casper. The water line was installed to serve the Pathways Innovative Center/Roosevelt High School. The easement allows the City of Casper to construct, maintain, repair, and/or replace the water line as may be required.

Financial Considerations
N/A

Oversight/Project Responsibility
Andrew Beamer, P.E., Public Services Director

Attachments
Resolution
Water Line Easement Agreement
WATER LINE EASEMENT AGREEMENT

THIS WATER LINE EASEMENT AGREEMENT (hereinafter referred to as the “Agreement”) is hereby entered into by and between Natrona County School District No. 1, whose address is 970 North Glenn Road, Casper, Wyoming 82601, and its heirs, successors and assigns (hereinafter collectively referred to as the “Grantor”) and the City of Casper, Wyoming, a municipal corporation, whose address is 200 North David Street, Casper, Wyoming 82601, and its heirs, successors and assigns (hereinafter collectively referred to as the “Grantee”). Grantor and Grantee shall be collectively referred to herein as the “Parties” or individually as a “Party.”

RECITALS

WHEREAS, Grantee has requested that Grantor provide to Grantee a non-exclusive easement for a water line as described on Exhibits A and B, attached hereto and incorporated herein by reference.

NOW THEREFORE, for and in consideration of the mutual covenants, payments received, conditions and agreements contained herein, and Ten Dollars ($10.00), and other good and sufficient consideration, the receipt and sufficiency of which are expressly acknowledged by the Parties, the Parties expressly agree as follows:

1. Grant of Easement. Grantor does hereby convey unto the Grantee, its successors and assigns, for the benefit of Grantee, a non-exclusive easement, as legally and more particularly described in Exhibit A, for the purposes of ingress and egress to lay-out, construct, inspect, operate, maintain, repair, replace and remove an underground water line and related equipment, under and across the easement. The easement shall burden Grantor’s property and benefit Grantee, its successors and assigns. Grantee shall, as a condition of the easement, at its sole cost and expense, repair or replace and reclaim all areas and appurtenances disturbed by the use of the easement, including, but not limited to, irrigation lines, heads, valves, wiring, distribution manifolds, grass, trees, shrubs, paving, concrete, and sidewalks to pre-existing conditions or better. Grantor reserves the right, upon written notice to Grantee, that it will perform any or all of such repair and reclamation on its own. Grantor provides no warranty of title and this easement is subject to all rights, reservations, restrictions, covenants and conditions of record and all rights of way and easements, whether of record or not. Grantee shall not use the easement for any use prohibited by or in violations of the terms of this Agreement or applicable laws, rules or regulations.

2. Reservation of Rights. Grantor reserves unto itself such rights in the easement property which do not interfere with the easement granted herein, and to create and grant such other easements, rights and privileges in, on, under, or across the easement to such persons and for such purposes as Grantor may elect, provided that the purposes of any such additional easements, rights and privileges shall not be inconsistent with or unreasonably interfere with the easement granted herein.

3. Term of Agreement. The term of this Agreement shall be for so long as the easement is used for the purpose described in Paragraph 1. If the easement is no longer used for the purposes detailed in Paragraph 1, or is abandoned in writing by Grantee, then the easement shall automatically and unconditionally terminate and all rights granted hereunder shall revert to the then owners of the property burdened by this easement.

4. Liability. The Parties do not waive any right or rights they may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes § 1-39-101, et. seq., by entering into this Agreement and they hereby expressly and specifically reserve the right to assert any and all rights, immunities, and defenses they may have pursuant to the Wyoming Governmental Claims Act.

5. Recording. This Agreement, and any amendments hereto, shall be recorded in the real property records of the Clerk of Natrona County, Wyoming, at the sole expense of Grantee.

6. Running of Benefits and Burdens. All provisions of this Agreement, including
the benefits and burdens, are appurtenant to and run with the land and are binding upon and inure to the benefit of the successors and assigns of Grantor and Grantee, until this Agreement is terminated pursuant to Paragraph 3. If any provision of this Agreement, or the application thereof to any person or situation, to any extent, shall be held invalid or unenforceable, the remainder of this Agreement and the application of such provisions to persons or situations other than those to which it shall have held invalid or unenforceable, shall not be affected thereby, but shall continue as valid and enforceable to the fullest extent permitted by law.

7. **Scope and Usage of the Easement Area.** The Parties expressly agree to comply with the following terms and conditions:

    a. Except in the case of a public health, safety or welfare emergency, Grantee shall provide no less than 72 hours advanced notice, either oral or written, of its intent to install the water line materials within the easement area and all work shall be performed so as to minimize the impact any construction may have upon the operations of Grantor’s real property.

    b. Any materials installed within the easement area shall be buried to a depth which is normal and customary in the water service industry, unless it is customary that such materials or necessarily related equipment are customarily installed or maintained above-ground.

    c. Upon such installation, Grantee shall repair and/replace any damage caused by Grantee to the surface of the easement area and the surrounding area upon the burdened real property, as set forth in Paragraph 1 above. Said repair and replacement shall occur within a reasonable time period.

    d. All work performed within the easement area shall be performed by Grantee, through properly licensed and insured contractors and subcontractors and must be performed in a good, workmanlike manner.

    e. All work performed within the easement area shall be performed at Grantee’s sole cost and expense; Grantee shall obtain all permits, variances, special use permits, licenses, permissions, approvals or other authorizations necessary to perform and complete its work, and all work will be done in compliance with all local, state and federal laws, standards, and codes and/or regulations.

    f. In the event that it becomes necessary for the Grantor to assist Grantee in obtaining permits, licenses and/or approvals, Grantor shall cooperate as needed in the process.

    g. In the event any contractor of Grantee should attempt to lien any work performed on Grantor’s property, the Grantee shall be responsible for discharging the lien.

    h. Grantee shall not interfere with any utilities which may now exist within the easement area.

8. **Drafting.** It is agreed that any claim of ambiguity in this Agreement shall not be construed for or against any Party as a result of the drafting of this Agreement.

9. **Captions.** The captions or headings of this Agreement are for convenience of reference only and in no way define, limit or affect the scope or substance of any section, paragraph or sentence of these Agreements.

10. **Scope of Promises, Representations, and Inducements.** The Parties acknowledge, warrant and represent that no promises, representations or inducements, except as set forth in this Agreement and its exhibits, have been offered or made by any of the Parties to secure the execution of this Agreement, and that this Agreement is executed without reliance on any statements or any representations not contained herein. Each of the Parties knowingly and voluntarily waives: (i) any claim that this Agreement was induced by any misrepresentation or nondisclosure, and (ii) any right to rescind or avoid this Agreement based upon presently existing facts, known or unknown.
11. **Voluntary Agreement.** Each of the Parties certifies that it is voluntarily entering into this Agreement in good faith and based solely and completely upon its own judgment and upon the advice and counsel of its own attorneys following its good-faith assessment of the matter.

12. **Survival.** The Parties hereby agree that the provisions of this Agreement, including, without limitation, the representations, warranties, covenants and grants made herein, shall survive the execution of this Agreement and the performance by the Parties of their respective obligations and/or encumbrances under this Agreement.

13. **Entire Agreement.** This Agreement, with its exhibits, constitutes the entire agreement of the Parties with respect to the matters set forth in this Agreement and all prior and contemporaneous agreements and understandings relating to the subject matter of this Agreement and any and all prior correspondence, conversations, or memoranda are merged into this Agreement and hereby replaced.

14. **Modifications.** No part of this Agreement may be changed, modified, waived, discharged or terminated except by an instrument in writing signed by the Party against whom enforcement of such change, modification, waiver, discharge or termination is sought. The failure of a Party to seek redress for violation of, or to insist upon strict performance of, any provision of this Agreement shall not be a waiver of that provision by that Party or estop that Party from asserting fully any and all of its rights under this Agreement.

15. **Notices.** Notices or requests required or permitted to be given hereunder shall be deemed given three (3) business days after being sent via (a) certified or registered United States mail, postage prepaid, as follows:

If to Grantor:

Natrona County School District No. 1
970 North Glenn Road
Casper, Wyoming 82601

If to Grantee:

City of Casper
Attention: City Manager
201 North David Street
Casper, Wyoming 82601

The foregoing notice addresses shall be updated, in writing, as may be necessitated.

16. **Authorization to Sign.** Each of the Parties hereby represents and warrants that the individual signing this Agreement on its behalf is duly authorized to enter into this Agreement and to execute and legally bind such Party to it.

17. **Counterparts.** This Agreement may be executed in counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one and the same instrument.

18. **Governing Law and Consent to Jurisdiction.** This Agreement shall be governed by the laws of the State of Wyoming, and for all purposes shall be construed in accordance with such laws, without regard to conflict of laws principles. Any litigation or proceeding regarding or related to this Agreement or any other matter arising from this Agreement, shall be filed and heard in the court of applicable jurisdiction for the Seventh Judicial District, Natrona County, State of Wyoming.

19. **Severable Terms.** In the event any provision (or portion thereof) of the Agreement is held by a court of competent jurisdiction to be unenforceable, said provision (or portion thereof) shall be deemed to be amended to partially or completely modify such provision or portion thereof.
to the least extent necessary to make it enforceable, and the Agreement as so modified shall remain
in full force and effect. If necessary, the Agreement shall be deemed to be amended to delete the
unenforceable provision or portion thereof, in which event such invalidity or unenforceability shall
not affect the remaining provisions or application thereof which can be given without the invalid
portion or application.

20. **Additional Acts and Documents.** Each Party agrees to do all things and take all such
actions, and to make, execute and deliver such other documents and instruments as shall be reasonably
required to carry out the provisions and intent of this Agreement.

Dated and effective as of the later date of the dates this Agreement is executed by the Parties below.

**Grantor:** Natrona County School District No. 1

\[
\text{signature}\]

[Name of signor] Rita Walsh

[Date] 9/25/19

STATE OF WYOMING

COUNTY OF NATRONA

The foregoing WATER LINE EASEMENT AGREEMENT was acknowledged before me
by Rita M. Walsh, the Chair of Natrona County School District No. 1, this 25th day
of September, 2019. Witness my hand and official seal.

\[
\text{signature}\]

[Name of notary public] Connie L. Walker

NOTARY PUBLIC

MY COMMISSION EXPIRES:

September 24, 2022

Attest:

[Name of signor]

Approved as to form by:

[Name of signor] Evan L. Ford

Signatures Continue
Grantee: City of Casper, Wyoming; A Wyoming Municipal Corporation

Charles Powell - Mayor

Date

STATE OF WYOMING
ss.
COUNTY OF NATRONA

The foregoing WATER LINE EASEMENT AGREEMENT was acknowledged before me by ___________, the ___________ of the City of Casper, this ______ day of September, 2019. Witness my hand and official seal.

MY COMMISSION EXPIRES: NOTARY PUBLIC

Attest:
Fleur D. Tremel City Clerk

Approved as to form by:
Wallace Trembath III Deputy City Attorney
EXHIBIT "A"

Legal Description - CAPS Water Line Easement

Six 20.00 foot wide strips of land for water line purposes, being portions of Lot 4 of Mesa Addition No. 6, as per the plat recorded September 3, 2009 as Instrument No. 874165, said strips of land being 10.00 feet each side of the centerlines as shown on the attached Exhibit "B" and being more particularly described by metes and bounds as follows:

Part 1

Commencing at a found brass cap at a point of curvature on the southwesterly line of said Lot 4;

Thence S.57°20'10"E., 341.50 feet to the Point of Beginning of the centerline of the strip of land being described herein, said point lies on the northeasterly right-of-way line of the cul-de-sac at the end of Independence Court a distance of 49.60 feet from the southwest corner of said Lot 4;

Thence N.56°36'43"E., along the centerline of this strip of land, 127.04 feet to an angle point in this legal description;

Thence N.46°08'26"E., continuing along the centerline of this strip of land, 201.95 feet to a point designated as Point "A";

Thence N.46°08'26"E., continuing along the centerline of this strip of land, 129.50 feet to an angle point in this legal description;

Thence N.56°15'00"E., continuing along the centerline of this strip of land, 15.24 feet to a point designated as Point "B";

Thence N.56°15'00"E., continuing along the centerline of this strip of land, 157.73 feet to an angle point in this legal description;

Thence N.00°00'00"E., continuing along the centerline of this strip of land, 92.80 feet to an angle point in this legal description;

Thence N.45°00'00"W., continuing along the centerline of this strip of land, 20.51 feet to a point designated as Point "C";

Thence N.45°00'00"W., continuing along the centerline of this strip of land, 182.50 feet to an angle point in this legal description;

Thence S.89°59'53"W., continuing along the centerline of this strip of land, 141.29 feet to a point designated as Point "D";

Thence S.89°59'53"W., continuing along the centerline of this strip of land, 133.62 feet to an angle point in this legal description;

Thence S.82°43'30"W., continuing along the centerline of this strip of land, 110.23 feet to a point designated as Point "E";

Thence S.82°43'30"W., continuing along the centerline of this strip of land, 70.92 feet to a point of curvature in this legal description;

Thence 184.85 feet, continuing along the centerline of this strip of land and along the arc of a true curve to the right having a radius of 750.00 feet, through a central angle of 14°07'16" to the Point of Termination of this strip of land, said point lies on the west line of said Lot 4 and the east right-of-way line of Eagle Drive, and the northwest corner of said Lot 4 bears N00°30'14"E, 471.46 feet.
Part 2

Commencing at Point "A" as described above;

Thence N.43°51'34"W., along the centerline of this strip of land, 101.34 feet to the Point of Termination of this strip of land.

Part 3

Commencing at Point "B" as described above;

Thence S.40°10'40"E., along the centerline of this strip of land, 40.69 feet to the Point of Termination of this strip of land.

Part 4

Commencing at Point "C" as described above;

Thence S.45°00'00"W., along the centerline of this strip of land, 35.62 feet to the Point of Termination of this strip of land.

Part 5

Commencing at Point "D" as described above;

Thence N.00°00'00"E., along the centerline of this strip of land, 23.23 feet to the Point of Termination of this strip of land.

Part 6

Commencing at Point "E" as described above;

Thence S.07°16'30"E., along the centerline of this strip of land, 74.08 feet to the Point of Termination of this strip of land.

The 20.00 foot wide strips of land as described above are 1843.14 feet in length and contain 0.85 acres, and are subject to any other rights-of-way and/or easements, reservations and encumbrances which have been legally acquired.

I hereby certify that this description was prepared by me following an actual survey of said strip of land, and that on the basis of my information, knowledge and belief as a Professional Land Surveyor this description is true and correct.
I, James F. Jones, a Registered Wyoming Professional Land Surveyor, License No. 5529, do hereby certify that this map was made from notes taken during an actual survey made under my direct supervision in January, 2014, and this map, to the best of my knowledge and belief, correctly and accurately represents said survey.
RESOLUTION NO. 19-212

A RESOLUTION APPROVING AND ACCEPTING A WATER LINE EASEMENT AGREEMENT FROM NATRONA COUNTY SCHOOL DISTRICT NO. 1 FOR INSTALLATION OF WATER LINES ACROSS PRIVATE PROPERTY.

WHEREAS, the City of Casper requires an easement for installation and maintenance of public water lines across private property; and,

WHEREAS, Natrona County School District No. 1 (District) has granted the City of Casper the necessary easement across their property located across a portion of Lot 4 of the Mesa No. 6 Addition to the City of Casper by a water line easement agreement that needs to be approved by the City of Casper.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a water line easement agreement from Natrona County School District No. 1, for installation and maintenance of public utilities on their property, more particularly described in said easement, and specifically subject to the conditions set forth therein.

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

APPROVED AS TO FORM:

[Signature]

CITY OF CASPER, WYOMING
A Municipal Corporation

ATTEST:

Fleur D. Tremel
City Clerk

Charles Powell
Mayor
MEMO TO: J. Carter Napier, City Manager
FROM: Andrew Beamer, P.E., Public Services Director
       Terry Cottenoir, Engineering Technician
SUBJECT: Authorizing a Contract for Professional Services with Engineering Design Associates, in the Amount of $25,750.00, for the Aquatics and Recreation Center HVAC Improvements.

Meeting Type & Date
Regular Council Meeting
October 15, 2019

Action type
Resolution

Recommendation
That Council, by resolution, authorize a contract for professional services with Engineering Design Associates (EDA), in the amount of $25,750.00, for the Aquatics and Recreation Center HVAC Improvements, Project No. 19-049.

Summary
The HVAC units at the Casper Family Aquatic Center and the Casper Recreation Center are nearing the end of their operational lives. Recently, both facilities have had heating or cooling issues arise that have required extensive manpower and cost to repair for the facilities to operate in comfortable conditions. Work for this project will include removing and replacing the existing HVAC unit at the Casper Recreation Center and the existing dehumidification unit at the Casper Family Aquatics Center with the addition of mechanical cooling.

Proposals were solicited from local mechanical and electrical engineers to provide professional services for design and construction administration services of the Aquatics and Recreation Center HVAC Improvements. The proposals received are as follows:

<table>
<thead>
<tr>
<th>ENGINEER</th>
<th>BUSINESS LOCATION</th>
<th>PROPOSAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Engineering Design Associates</td>
<td>Casper, Wyoming</td>
<td>$25,750.00</td>
</tr>
<tr>
<td>West Plains Engineering</td>
<td>Casper, Wyoming</td>
<td>$38,000.00</td>
</tr>
</tbody>
</table>

City staff recommends that EDA be awarded the contract for professional services for the Aquatics and Recreation Center HVAC Improvements Project. Under the terms of this agreement, EDA will provide professional services for pre-design and design services, construction documentation preparation, bidding services, and construction administration and observation services. It is anticipated to have construction completed by May 30, 2020.
Financial Considerations
Funding will be from the One Cent #15 Optional Sales Tax Fund allocated to the Aquatics Center Dehumidification and the Recreation Center HVAC Replacements.

Oversight/Project Responsibility
Terry Cottenoir, Engineering Technician, Public Services Department.

Attachments
Resolution
Contract for Professional Services
Exhibit "A"
CONTRACT FOR PROFESSIONAL SERVICES

PART I - AGREEMENT

This Contract for Professional Services ("Contract") is entered into on this ___ day of October, 2019, by and between the following parties:

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

2. Engineering Design Associates, 1607 CY Avenue, Suite 303, Casper, Wyoming 82604 ("Consultant").

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

RECATIALS

A. The City is undertaking a project to remove and replace the HVAC units at the Casper Family Aquatics Center and the Casper Recreation Center.

B. The project requires professional services for mechanical and electrical design, and contract administration.

C. The Consultant represents that it is ready, willing, and able to provide the professional services to City as required by this Contract.

D. The City desires to retain the Consultant for such services.

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

1. SCOPE OF SERVICES:

The Consultant shall perform the services detailed in their proposal attached as Exhibit ‘A’.

2. TIME OF PERFORMANCE:

The design services of the Consultant shall be undertaken and completed on or before the 31st day of December, 2019. Construction Administration services shall be provided throughout construction.
3. **COMPENSATION:**

In consideration of the performance of services rendered under this Contract, the Consultant shall be compensated for services performed in accordance with paragraph 1, not to exceed a lump sum of Twenty-Five Thousand Seven Hundred Fifty Dollars ($25,750.00).

4. **METHOD OF PAYMENT:**

Payment will be made following completion of the terms set forth herein and receipt of an itemized invoice, certified under penalty of perjury, from the Consultant for services rendered in conformance with the Contract, and following approval by the Casper City Council. The invoice for payment must specify the correct amount due; that the Consultant has performed the services rendered under this Contract, in conformance with the Contract, and that it is entitled to receive the amount requested under the terms of the Contract.

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

5. **TERMS AND CONDITIONS:**

This Contract is subject to and incorporates the provisions attached hereto as PART II -- GENERAL TERMS AND CONDITIONS.

6. **EXTENT OF CONTRACT:**

This Contract represents the entire and integrated Agreement between the City and the Consultant, and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended only by written instrument signed by both the City’s and the Consultant’s authorized representatives.

The City and the Consultant each individually represent that they have the requisite authority to execute this Contract and perform the services described in this Contract.
IN WITNESS WHEREOF, the undersigned duly authorized representatives of the parties have executed this Contract as of the day and year above.

APPROVED AS TO FORM

[Signature]

ATTEST

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Charles Powell
Mayor

WITNESS

CONSULTANT
Engineering Design Associates

By: [Signature]
Printed Name: Brandt Coyle
Title: Admin. Asst., CPO

By: [Signature]
Printed Name: Andrew Elston
Title: Mechanical Engineer
CONTRACT FOR PROFESSIONAL SERVICES

PART II - GENERAL TERMS AND CONDITIONS

1. TERMINATION OF CONTRACT:

1.1 The City may terminate this Contract anytime by providing thirty (30) days written notice to Consultant of intent to terminate said Contract. In such event, all finished or unfinished documents, data, studies and reports prepared by the Consultant under this Contract shall, at the option of the City, become its property, and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

1.2 Notwithstanding the above, the Consultant shall not be relieved of liability to the City for damages sustained by the City, by virtue of termination of the Contract by Consultant, or any breach of the Contract by the Consultant, and the City may withhold any payments to the Consultant for the purpose of setoff until such time as the exact amount of damages due the City from the Consultant are determined.

2. CHANGES:

The City may, from time to time, request changes in the scope of the services of the Contract. Such changes, including any increase or decrease in the amount of the Consultant's compensation, which are mutually agreed upon between the City and the Consultant, shall be incorporated in written amendments to this Contract. There shall be no increase in the amount of Consultant's compensation unless approved by Resolution adopted by City.

3. ASSIGNABILITY:

The Consultant shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the City: provided, however, that claims for money due or to become due the Consultant from the City under this Contract may be assigned to a bank, trust company, or other financial institution, or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer shall be furnished to the City within five (5) business days of any assignment or transfer.

4. AUDIT:

The City or any of its duly authorized representatives shall have access to any books, documents, papers, and records of the Consultant which are directly pertinent to the Contract for the purpose of making audit, examination, excerpts, and transactions.
5. **EQUAL EMPLOYMENT OPPORTUNITY:**

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

6. **OWNER OF PROJECT MATERIALS:**

All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, and reports prepared by the Consultant under this Contract shall be considered the property of the City, and upon completion of the services to be performed, they will be turned over to the City provided that, in any case, the Consultant may, at no additional expense to the City, make and retain such additional copies thereof as Consultant desires for its own use; and provided further, that in no event may any of the documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, or other reports retained by the Consultant be released to any person, agency, corporation, or organization without the written consent of the City.

7. **FINDINGS CONFIDENTIAL:**

All reports, information, data, etc., given to or prepared, or assembled by the Consultant under this Contract are confidential and shall not be made available to any individual or organization by the Consultant without the prior written consent of the City.

8. **GOVERNING LAW:**

This Contract shall be governed by the laws of the State of Wyoming. The Consultant shall also comply with all applicable laws, ordinances, and codes of the local, state, or federal governments and shall not trespass on any public or private property in performing any of the work embraced by this Contract.
9. **PERSONNEL:**

The Consultant represents that it has, or will secure, all personnel required in performing the services under this Contract. Such personnel shall not be employees of the City. All of the services required shall be performed by the Consultant, or under its supervision, and all personnel engaged in the work shall be fully qualified. All personnel employed by Consultant shall be employed in conformity with applicable local, state or federal laws.

10. **SUBCONSULTANT:**

The Consultant shall not employ any subconsultant to perform any services in the scope of this project, unless the subconsultant is approved in writing by the City. Any approved subconsultant shall be paid by the Consultant.

11. **INSURANCE AND INDEMNIFICATION:**

A. **Prior to** the commencement of work, Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its subconsultants, agents, representatives, or employees.

B. **Minimum Scope and limit of Insurance.**

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than the sum of Two Hundred Fifty Thousand Dollars ($250,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Five Hundred Thousand Dollars ($500,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location. The CGL policy shall be endorsed to contain Employers Liability/Stop Gap Coverage.

2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than Five Hundred Thousand ($500,000) per accident for bodily injury and property damage.

3. **Workers’ Compensation:** as required by the State of Wyoming with Statutory Limits.
4. Professional Liability (Errors and Omissions) Insurance appropriate to the Consultant's profession, with limit no less than the sum of Two Hundred Fifty Thousand Dollars ($250,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Five Hundred Thousand Dollars ($500,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location.

C. Higher Limits. If the Consultant maintains higher limits than required under this Agreement, then the City shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

D. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. Additional Insured Status
The City, its officers, elected and appointed officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

2. Primary Coverage
For any claims related to this contract, the Consultant’s insurance coverage shall be primary insurance as respects the City, its officers, elected and appointed officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the City, its officers, elected and appointed officials, employees, agents or volunteers shall be excess of the Consultant’s insurance and shall not contribute with it.

3. Notice of Cancellation
Each insurance policy required above shall state that coverage shall not be canceled, materially changed, or reduced, except with notice to the City. Such notice to the City shall be provided in a commercially reasonable time.
4. **Waiver of Subrogation**
Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

5. **Deductibles and Self-Insured Retentions**
Consultant has two options regarding deductibles and self-insured retentions:

   a. Option 1: Any deductibles or self-insured retentions must be declared to and approved by the City. Unless otherwise approved by the City in writing, any deductible may not exceed Ten Thousand Dollars ($10,000). Unless otherwise approved in writing by the City, self-insured retentions may not exceed Ten Thousand Dollars ($10,000), and the City may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

   b. Option 2: Consultant shall carry insurance with terms that require its insurance company to pay the full value of a covered claim from the first dollar of coverage, even if the Consultant is unable to pay any deductible or self-insured retention amount(s) required by the insurance policy. Consultant shall provide a written endorsement from its insurance carrier that such insurance coverage is in place, and shall keep such coverage in place during the term of this Contract and any subsequent time period required for claims made policies.

6. **Acceptability of Insurers**
Insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A:VII, unless otherwise agreed to in writing by the City.

7. **Claims Made Policies**
If any of the required policies provide coverage on a claims-made basis:
   a. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
   b. Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract of work. However, Consultant’s liabilities under this Contract shall not be deemed limited in any way by the insurance coverage required.
   c. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract
effective date, the Consultant must purchase “extended reporting” coverage for a minimum of three (3) years after completion of contract work and at all times thereafter until the applicable statute of limitations runs.

8. Verification of Coverage
Consultant shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant’s obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

9. Subconsultants
Consultant shall require and verify that all subconsultants maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that the City is an additional insured on insurance required from subconsultants.

10. Special Risks or Circumstances
City reserves the right to reasonably modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

E. Consultant agrees to indemnify the City, the City’s employees, elected officials, appointed officials, agents, and volunteers, and all additional insured and hold them harmless from all liability for damages to property or injury to or death to persons, including all reasonable costs, expenses, and attorney's fees incurred related thereto, to the extent arising from negligence, fault or willful and wanton conduct of the Consultant and any subconsultant thereof.

12. INTENT:
Consultant represents that it has read and agrees to the terms of this Contract and further agrees that it is the intent of the parties that Consultant shall perform all of the services for the compensation set forth in this Contract. Consultant also agrees that it is the specific intent of the parties, and a material condition of this Contract, that it shall not be entitled to compensation for other services rendered unless specifically authorized by the City by Resolution of its governing body. Consultant agrees that it has carefully examined the Scope of Services, and that the compensation is adequate for performance of this Contract.

13. WYOMING GOVERNMENTAL CLAIMS ACT:
The City does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 et seq., and the City
specifically reserves the right to assert any and all rights, immunities, and defenses it may have pursuant to the Wyoming Governmental Claims Act.

14. **NO THIRD PARTY BENEFICIARY RIGHTS:**

The parties to this Contract do not intend to create in any other individual or entity the status of third-party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties and obligations contained in this Contract shall operate only between the parties to this Contract, and shall inure solely to the benefit of the parties to this Contract. The parties to this Contract intend and expressly agree that only parties signatory to this Contract shall have any legal or equitable right to seek to enforce this Contract, to seek any remedy arising out of a party’s performance or failure to perform any term or condition of this Contract, or to bring an action for the breach of this Contract.
September 20, 2019

Mr. Terry Cottenoir
City of Casper Public Service Department,
City Engineering Division
200 North David
Casper, WY 82601

Re: Consulting Services Proposal
Casper Family Aquatics Center and the Casper Recreation Center HVAC Replacement

Dear Terry:

Engineering Design Associates (EDA) is pleased to provide this proposal to the City of Casper (Client) for mechanical and electrical engineering services related to Casper Family Aquatics Center and the Casper Recreation Center HVAC Replacement. This letter provides a description of the proposed scope of services. Thank you for considering Engineering Design Associates.

**Scope of Services**
EDA understands the scope of work is to provide engineering services, including construction drawings and specifications, bid phase over-site, shop drawing review, and construction observation, subject to requirements of the Client and approval by the local jurisdictional authority. Design services include:

1. Replacement of the existing mammoth unit that serves the administration offices, classrooms and front entry area.
2. Replacement of the controls and/or approximately 10 terminal unit boxes serving the administration offices, classrooms and front entry area.
3. Replacement of the dehumidification unit serving the aquatic center with the addition of mechanical cooling for better operation and control of the pool area.

**Client Responsibilities**
In order for EDA personnel to perform the above scope of services efficiently and cost effectively, the Client is to be responsible for the following:

1. Delivery of information regarding requirements for and limitations on the project imposed by the owner, client, or the jurisdictional authority within two (2) weeks of execution of contract.
2. Project floor plan backgrounds, elevations, and sections in AutoCAD format, including pertinent building code requirements.
3. Front-end specifications and general conditions.
4. Printing and reproduction costs, advertising costs, plan review fees, and other reimbursables that might arise.

Schedule
EDA will commit to providing construction documents and progress drawings as necessary to meet the deadline set forth in the contract, provided that information necessary for said deliverables is received within two (2) weeks of the execution of the contract. We will schedule or work to accommodate a May time frame for delivery and installation of the equipment as discussed on site.

Terms and Conditions
EDA will perform the above scope of services on an hourly, not to exceed basis as follows:

<table>
<thead>
<tr>
<th>Service</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction Documents</td>
<td>$17,750</td>
</tr>
<tr>
<td>Bidding and Negotiation</td>
<td>$3,000</td>
</tr>
<tr>
<td>Construction Administration</td>
<td>$5,000</td>
</tr>
<tr>
<td>Total</td>
<td>$25,750</td>
</tr>
</tbody>
</table>

We will invoice on a normal monthly billing cycle.

Additional Services
The following services are not included within the base scope of work for this proposal and if requested, will require the negotiation of additional fee.

1. Architectural, structural, or civil design services.
2. Work, travel, and/or other services not specifically identified above.
3. Ceiling and lighting replacement where terminals get new controls.
4. Design of building structural modifications or supports.
5. Engineered fire sprinkler design drawings or specifications.

Additional work and/or changes in scope at the Client’s request will be negotiated separately or may be invoiced at our standard hourly rates (or those of our sub-consultants). Billing rates for EDA personnel associated with this project are as follows:

<table>
<thead>
<tr>
<th>Position</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mechanical Engineer</td>
<td>$125/hr</td>
</tr>
<tr>
<td>Electrical Engineer</td>
<td>$125/hr</td>
</tr>
<tr>
<td>Project Engineer</td>
<td>$110/hr</td>
</tr>
<tr>
<td>Staff Engineer</td>
<td>$100/hr</td>
</tr>
<tr>
<td>Designer</td>
<td>$90/hr</td>
</tr>
<tr>
<td>Drafting/Clerical</td>
<td>$70/hr</td>
</tr>
</tbody>
</table>
Casper Family Aquatics Center and the Casper Recreation Center HVAC Replacement

Prepared By:

Andrew B. Elston, PE
Engineering Design Associates

Authorization for Engineering Services
Client: City of Casper
Project: Casper Family Aquatics Center and the Casper Recreation Center HVAC Replacement

Signature: _______________________________ Date: _______________________________

Name: _______________________________ Title: _______________________________

209
RESOLUTION NO.19–213

A RESOLUTION AUTHORIZING AN AGREEMENT WITH ENGINEERING DESIGN ASSOCIATES FOR THE AQUATICS AND RECREATION CENTER HVAC IMPROVEMENTS, PROJECT NO. 19-049.

WHEREAS, the City of Casper desires to secure an engineering firm to provide engineering design and construction administration services for the Aquatics and Recreation Center HVAC Improvements, Project No. 19-049; and,

WHEREAS, Engineering Design Associates is able and willing to provide those services specified as the Aquatics and Recreation Center HVAC Improvements, Project No. 19-049.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, an agreement with Engineering Design Associates in the amount of Twenty-Five Thousand Seven Hundred Fifty Dollars ($25,750.00) for services more specifically delineated in the contract.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions, using appropriate funds, throughout the project, as prescribed by the agreement, for a total amount not to exceed Twenty-Five Thousand Seven Hundred Fifty Dollars ($25,750.00).

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

APPROVED AS TO FORM:
(Aquatics and Recreation Center HVAC Improvements, Project No. 19-049)

[Signature]

CITY OF CASPER, WYOMING
A Municipal Corporation

ATTEST:

Fleur D. Tremel
City Clerk

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

FROM: John Henley, City Attorney

SUBJECT: Resolution Authorizing a Memorandum of Understanding with the Natrona County Travel and Tourism Council for Joint Ownership of Intellectual Property

Meeting Type & Date:
Pre-Meeting and Regular Meeting
October 15, 2019

Action Type
Review and decide on approval of Resolution to enter into a Memorandum of Understanding with the Natrona County Travel and Tourism Council for Joint Ownership of Intellectual Property.

Recommendation
That Council adopt a Resolution authorizing a Memorandum of Understanding with the Natrona County Travel and Tourism Council for Joint Ownership of Intellectual Property.

Summary
The parties have worked together to develop certain intellectual property for the purpose of branding and marketing the City of Casper and the Natrona County Travel and its Visit Casper Campaign.

The parties intend to file a joint application for registration of a trademark with the Wyoming Secretary of State to protect their jointly developed trademark.

Financial Considerations
None anticipated

Oversight/Project Responsibility
John Henley, City Attorney

Attachment
Proposed Memorandum of Understanding
MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF CASPER, WYOMING AND
THE NATRONA COUNTY TRAVEL AND TOURISM COUNCIL FOR
JOINT OWNERSHIP OF INTELLECTUAL PROPERTY

This Memorandum of Understanding ("MOU") is entered into this _____ day of October, 2019, between the City of Casper, Wyoming, a Wyoming Municipal Corporation, whose address is 200 N. David Street, Casper, Wyoming 82601 ("Casper"), and the Natrona County Travel and Tourism Council, a duly formed joint powers board whose address is 139 West 2nd Street, Suite 1B, Casper, Wyoming 82601 (hereafter referred to as "Visit Casper"), who are collectively referred to as "the parties".

WHEREAS, the parties have worked together to develop certain intellectual property for the purpose of branding and marketing the City of Casper and Visit Casper;

WHEREAS, the parties intend to file a joint application for registration of a trademark with the Wyoming Secretary of State to protect their jointly developed trademark;

WHEREAS, the parties desire to enter an agreement to memorialize their joint ownership of that certain intellectual property described herein;

NOW THEREFORE, in consideration of the terms and conditions contained herein, and for such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows.

1. **Duration of the MOU.** This MOU shall be in full force and effect for the period commencing on the date of filing the Application for Registration of Trademark with the Wyoming Secretary of State, and shall remain in effect until terminated by the parties.

2. **Purpose.** The purpose of this MOU is to provide the parties with clarity as to the joint nature of their ownership of the intellectual property described herein.

3. **Trademark.** The parties agree that intellectual property subject to this MOU is the trademark of the "Casper" logo, which is a custom hand-lettered piece of art, appearing as follows:

   ![Casper Logo]

4. **Limitations on Use.** The parties agree that this trademark should not be manipulated in any way when being used. The parties agree the "Casper" logo should only be used with approved brand fonts, and may not be used as a standalone element by any third parties without the prior written consent of both parties.
5. **General Provisions.**

   a. **Amendments.** Either party may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and between the parties shall be incorporated by written instrument, and effective when executed and signed by the parties.

   b. **Applicable Law.** The construction, interpretation, and enforcement of this MOU shall be governed by the laws of the State of Wyoming. The courts of the State of Wyoming shall have jurisdiction over any action arising out of this MOU and over the parties, and the venue shall be the 7th Judicial District of the State of Wyoming, Natrona County, Wyoming.

   c. **Entirety of MOU.** This MOU, consisting of two (2) pages represents the entire and integrated MOU between the parties and supersedes all prior negotiations, representations, and MOUs, whether written or oral.

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

   e. **Governmental Immunity.** The parties and their respective governing bodies do not waive their governmental immunity by entering into this MOU, and each fully retains all immunities and defenses available under Wyo. Stat. § 1-39-104(a) and all other immunities provided by law with respect to any action based on or occurring as a result of this MOU.

   f. **Indemnification.** The parties shall assume the risk of liability arising from their won conduct. Neither party agrees to insure, defend, or indemnify the other.

   g. **Title Not Controlling.** Title of paragraphs are for reference only, and shall not be used to construe the language in this MOU.

   h. **Waiver.** The waiver or any breach of any term or condition in this MOU shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.
IN WITNESS WHEREOF, the City Council has caused this Memorandum of Understanding to be signed and executed in its behalf by its Mayor, and duly attested by its City Clerk.

ATTEST:

__________________________
Fleur D. Tremel, City Clerk

By:

__________________________
Charles Powell, Mayor

CITY OF CASPER, WYOMING,
a Municipal Corporation:

NATRONA COUNTY TRAVEL
AND TOURISM COUNCIL:

__________________________
Brook Kaufman, CEO

MEMORANDUM OF UNDERSTANDING
PAGE 3
RESOLUTION NO.19-214

A RESOLUTION AUTHORIZING A MEMORANDUM OF UNDERSTANDING WITH THE NATRONA COUNTY TRAVEL AND TOURISM COUNCIL FOR JOINT OWNERSHIP OF INTELLECTUAL PROPERTY.

WHEREAS, the parties have worked together to develop certain intellectual property for the purpose of branding and marketing the City of Casper and the Natrona County Travel and Visit Casper campaign;

WHEREAS, the parties intend to file a joint application for registration of a trademark with the Wyoming Secretary of State to protect their jointly developed trademark; and

WHEREAS, the parties desire to enter an agreement to memorialize their joint ownership of that certain intellectual property described herein.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized to execute, and the City Clerk to attest, a Memorandum of Understanding with the Natrona County Travel and Tourism Council, for joint ownership of certain intellectual property, under terms and conditions more specifically delineated in the Memorandum of Understanding.

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

APPROVED AS TO FORM:

[Signature]

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Charles Powell
Mayor
MEMO TO: J. Carter Napier, City Manager

FROM: Andrew Beamer, P.E., City Engineer
      Bruce Martin, Public Utilities Manager
      Alex Sveda, P.E., Associate Engineer

SUBJECT: Reject Bids for the Sam H. Hobbs Wastewater Treatment Plant Secondary Treatment Rehabilitation, Project No. 19-007

Meeting Type & Date:
Regular Council Meeting
October 15, 2019

Action Type:
Minute Action

Recommendation:
That Council, by minute action, reject the bid from Aslan Construction, Inc., for the Sam H. Hobbs Wastewater Treatment Plant Secondary Treatment Rehabilitation, Project No. 19-007.

Summary:
On Thursday, September 19, 2019, one (1) bid was received for the Sam H. Hobbs Wastewater Treatment Plant Secondary Treatment Rehabilitation, Project No. 19-007. The bid follows:

<table>
<thead>
<tr>
<th>CONTRACTOR</th>
<th>BUSINESS LOCATION</th>
<th>TOTAL BASE BID</th>
</tr>
</thead>
<tbody>
<tr>
<td>Aslan Construction, Inc.</td>
<td>Berthoud, CO</td>
<td>$3,997,900.00</td>
</tr>
</tbody>
</table>

CH2M HILL Engineers, Inc., (CH2M) is under contract with the City for design and construction administration of this project. The estimated construction cost from CH2M was $2,266,800.

After discussions with prospective contractors, an extended completion date along with flexible construction sequencing may allow for more interested bidders. The Project will re-bid addressing the above items in anticipation of receiving more competitive bids.

Financial Considerations
Funding for this project will be WWTP Reserves.

Oversight/Project Responsibility
Alex Sveda, Associate Engineer

Attachments: Bid Form from Aslan Construction, Inc.
EXHIBIT "A"
STANDARD
BID FORM
(Approved by City Attorney, 1995)

PROJECT IDENTIFICATION: City of Casper
Sam H. Hobbs WWTP Secondary Treatment Facilities Rehabilitation
Project No. 19-007

THIS BID SUBMITTED TO: City of Casper
200 North David Street
Casper, Wyoming 82601

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the City in the form included in the Bidding Documents and to complete all Work by October 15, 2020, as specified or indicated in the Bidding Documents for the Contract Price, and completed and ready for final payment not later than by November 15, 2020, in accordance with the Bidding Documents.

2. Bidder accepts all of the terms and conditions of the Advertisement for Bids and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Guaranty. This Bid will remain effective for thirty (30) days after the day of Bid opening. Bidder will sign the Agreement and submit the Bonds and other documents required by the Bidding Documents within thirty (30) days after the date of the City's Notice of Award.

3. Notice that preferences will be granted pursuant to Wyoming Statutes Section 16-6-101, et seq., is hereby acknowledged.

4. In submitting this Bid, Bidder represents, as more fully set forth in the Bidding Documents, that:
   a. Bidder has examined copies of all the Bidding Documents and of the following addenda (receipt of all which is hereby acknowledged):
      Addendum No. 1 Dated 9/3/19
      Addendum No. 2 Dated 9/12/19
   b. Bidder has examined the site and locality where the work is to be performed, the federal, state, and local Laws and Regulations, and the conditions affecting cost, progress, or performance of the work and has made such independent investigations as Bidder deems necessary;
   c. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, corporation, or other business entity. Bidder has not directly or
indirectly induced or solicited any other Bidder to submit a false or sham Bid. Bidder has not solicited or induced any person, firm, or a corporation to refrain from bidding. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or against the City.

5. Bidder is bidding all schedules, alternates, if any, and will complete the Work for unit price(s) stated on the attached bid schedule based on materials actually furnished and installed and services actually provided. The Bid is summarized below on the basis of estimated quantities:

TOTAL BASE BID, IN NUMERALS: $ 3,997,900.00

TOTAL BASE BID, IN WORDS: THREE MILLION NINE HUNDRED NINETY SEVEN THOUSAND NINE HUNDRED DOLLARS AND NO CENTS.

6. Bidder agrees that the work for the City will be as provided above.

7. Bidder accepts the provisions of the Bidding Documents as to liquidated damages in the event of failure to complete the work on time, unless otherwise stated as provided below. Bidder agrees that such liquidated damages are not a penalty and that the amount provided is as close an estimate as possible to actual damages. Any exceptions or objections to this provision are stated in writing and attached hereto by Bidder.

8. The following documents are attached to and made a condition of this Bid:

   a. Required Bid Guaranty in the form of a Bid Bond. ( Unless otherwise provided by the City.)

   b. Itemized Bid Schedule.

   c. Copy of Certificate of Residency, if bidding as Wyoming Resident.

9. Communications concerning this Bid shall be addressed to:

    Address of Bidder: Aslan Construction, Inc.
    120 Bunyan Avenue, Suite 200
    Berthoud, CO 80513

10. The terms used in this Bid are defined in and have the meanings assigned to them in the General Conditions, except as provided in the Supplementary Conditions and Bidding Documents.

Submitted on September 19th, 2019.

Bidder is bidding as a Non-Resident (Insert Resident or Non-Resident)

BF-2

218
IF BIDDER IS:

AN INDIVIDUAL

By: ____________________________ (seal)

(Individual's Name)

doing business as: ____________________________

Business Address: ____________________________

__________________________________________

__________________________________________

Phone Number: ____________________________

A PARTNERSHIP

By: ____________________________ (seal)

(Firm's Name)

__________________________________________

(General Partner)

Business Address: ____________________________

__________________________________________

__________________________________________

Phone Number: ____________________________
A CORPORATION OR LIMITED LIABILITY COMPANY

By: Aslan Construction, Inc. (Corporation's or Limited Liability Company's Name)

Colorado (State of Incorporation or Organization)

By: Michael Pelphrey, President (Title)

(Seal)

Attest: Jennifer Toland, Assistant Secretary

Business Address: 120 Bunyan Avenue, Suite 200
Berthoud, CO 80513

Phone Number: 970.344.1040

A JOINT VENTURE

By: (Name) (seal)

(Address)

By: (Name) (seal)

(Address)

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

BF-4
MEMO TO: J. Carter Napier, City Manager

FROM: Tom Pitlick, Financial Services Director
Pete Meyers, Assistant Financial Services
Connie Arnold, Finance Supervisor

SUBJECT: Authorize the discharge of $17,503.58 of uncollectible accounts receivable balances, aged between the dates of April 1, 2014 and June 30, 2014, including more recent estate liquidations and bankruptcies.

Meeting Type & Date
Regular Council Meeting, October 15, 2019

Action Type
Minute Action

Recommendation
That Council, by Minute Action, authorize the discharge of $17,503.58 of uncollectible accounts receivable balances, aged between the dates of April 1, 2014 and June 30, 2014, including a more recent bankruptcy.

Summary
Wyoming State Statute 16-4-502 specifies that amounts owed to the City can be discharged by the City Council upon certification of those accounts to the City Council by the City Manager. The accompanying list meets the certification requirement, which requires that an account be uncollectible by means of collection efforts being exhausted, death, or bankruptcy. Staff has cross referenced the current utility accounts, payroll, and accountsreceivable database for names and addresses as a final review.

Staff is always reticent to release any debt as uncollectible. After sixty days of pursuit by City Staff, unpaid debts are referred to a private collection agency. But after five years of collection effort, these debts have not been collected. It has become exceedingly unlikely that additional effort expended on collection will result in any additional payments.

The attached accounts receivable list shows all amounts owed up to June 30, 2014. This proposed discharge maintains five (5) years of accounts receivable on the aged trial balance, supporting staff’s current workflow to continually clear up bad debt. The total balance of $17,503.58 is certified for discharge.

Financial Considerations
The accounts requested to be discharged will have no financial impact to the City’s reported financial results. The City adjusts bad debt expense at the end of each fiscal year, and because the proposed accounts for write-off are five (5) years old, they have been previously recognized.

Oversight/Project Responsibility
Connie Arnold, Finance Supervisor

Attachments
Summary Table – Fund breakdown of the Uncollectible Accounts Receivable Discharge List
CITY OF CASPER

UNCOLLECTIBLE ACCOUNTS RECEIVABLE DISCHARGE
as of June 30, 2014
Includes more recent estate liquidations and bankruptcies

Summary Table

<table>
<thead>
<tr>
<th>Discharge Reason</th>
<th>Non-Utility</th>
<th>Water Distribution</th>
<th>Wastewater Collection</th>
<th>Refuse Collection</th>
<th>Total Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Collection Efforts Exhausted</td>
<td>$ 7,345.75</td>
<td>$4,338.63</td>
<td>$2,118.77</td>
<td>$1,941.60</td>
<td>$15,744.75</td>
</tr>
<tr>
<td>Bankruptcy</td>
<td>629.43</td>
<td>267.23</td>
<td>244.85</td>
<td></td>
<td>$1,141.51</td>
</tr>
<tr>
<td>Estate Liquidiation</td>
<td>$540.35</td>
<td>39.51</td>
<td>21.83</td>
<td>15.63</td>
<td>$617.32</td>
</tr>
<tr>
<td>Total</td>
<td>$7,886.10</td>
<td>$5,007.57</td>
<td>$2,407.83</td>
<td>$2,202.08</td>
<td>$17,503.58</td>
</tr>
</tbody>
</table>

The non-utility accounts receivable in the 'Collection Efforts Exhausted' section consist largely of the following services: Risk Management claims - $4,515.09 and Returned checks - $1,376.00, with Code Enforcement making up the remaining $1,995.01.
CITY OF CASPER

UNCOLLECTIBLE ACCOUNTS RECEIVABLE DISCHARGE
As of June 30, 2014
Includes more recent estate liquidations and bankruptcies

Listing by Account Holder

<table>
<thead>
<tr>
<th>Name</th>
<th>Date</th>
<th>Amount</th>
<th>Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>ADKINSON, JESSICA</td>
<td>6/13/14</td>
<td>$66.57</td>
<td>Collection Efforts Exhausted</td>
</tr>
<tr>
<td>ANDERSON, BOB</td>
<td>6/30/14</td>
<td>$58.60</td>
<td>Collection Efforts Exhausted</td>
</tr>
<tr>
<td>ANDERSON, HAZEL</td>
<td>6/30/14</td>
<td>$86.40</td>
<td>Collection Efforts Exhausted</td>
</tr>
<tr>
<td>ARCHER, LUCY</td>
<td>6/20/14</td>
<td>$77.97</td>
<td>Collection Efforts Exhausted</td>
</tr>
<tr>
<td>ARNOLD, KELLY</td>
<td>4/4/14</td>
<td>$140.42</td>
<td>Collection Efforts Exhausted</td>
</tr>
<tr>
<td>BAUER, IRENE</td>
<td>5/16/14</td>
<td>$69.81</td>
<td>Collection Efforts Exhausted</td>
</tr>
<tr>
<td>BELANGER, JERRY</td>
<td>6/20/14</td>
<td>$170.93</td>
<td>Collection Efforts Exhausted</td>
</tr>
<tr>
<td>BELL, KARLEEN</td>
<td>6/16/14</td>
<td>$1,901.74</td>
<td>Collection Efforts Exhausted</td>
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