

# INFORMATION PACKET

## Table of Contents

Friday, December 14, 2018



Item	Pages
Table of Contents	1
The Grid - Schedule of Council Meetings	2-6
Casper Public Utilities - Tap Fees (002)	7-18
Central WY Regional Water System JPB Packet 12.18.18	19-65
Community Action Partnership packet 12.12.18	66-84
DUI Repeat Offenders	85-87
Press release - Wyoming Skill Games by Banilla declared illegal	88
Restorative Justice Training	89-90
WAM Info U.S. Transportation Secretary Announces \$1.5 Billion in BUILD Transportation Grants to Revitalize Infrastructure Nationwide	91-92
WAM Info Article on Driving Risk Shared by OSHA	93
WAM Info EPA and Army Propose New Waters of the United States Definition	94-95
WAM Info Region 1 New Leadership	96
WAM Info Wireless Communication Facilities Regulations Draft Templates	97-131
Water Available to City from Kendrick Project	132-133

We are CASPER

**Communication Accountability Stewardship Professionalism Efficiency Responsiveness**

**The Grid**  
A working draft of Council Meeting Agendas

**December 18, 2018****Councilmembers Absent:**

Regular Council Meeting Agenda Items	Est. Public Hearing	Public Hearing	Ordinances	Resolutions	Minute Action
<b>C = Item is on Consent                      N = Item is <u>not</u> on Consent</b>					
Pre-Meeting: Distribution of December 4 & 11 Executive Session Minutes					
Pre-Meeting: Introduction of Appointees - Contractor's Licensing and Appeals Board, Planning & Zoning Commission, Historic Preservation Commission, & OYD Advisory Committee					
Pre-Meeting: Procedural Explanation of Appeal of Planning and Zoning Commission's Decision to Deny a Conditional Use Permit for an Off-premise Sign (billboard) in a C-2 (General Business) Zoning District, on Lot 4, Block 159, Casper Addition, Located at 1329 South Poplar Street for Applicants David DeWald and Lamar Advertising.					
Approval of December 4 Council Meeting Minutes, December 4 Executive Session Minutes, & December 11 Executive Session Minutes					
Establish January 8, 2019 as the Public Hearing Date for Proposed Bus Route Changes	C				
Establish January 8, 2019 as the Public Hearing Date for Animal Care Ordinance.	C				
Establish January 8, 2019 as the Public Hearing Date for Liquor License Ordinance.	C				
Public Hearing for Consideration of Annexation Compliance with Title 15, Chapter 1, Article 4 of the Wyoming State Statutes to Determine if the Annexation of the State Office Building Addition Complies with W.S. 15-1-402. 1. Resolution. 2. Third reading Ordinance Approving Annexation, and Zoning of the State Office Building Addition.		N			
Vacation and Replat of Betty Luker Parkway Campus #2 and a Portion of Elkhorn Valley No. 5, Lot 1, to Create Elkhorn Village Addition, Comprising 21.0 Acres, More or Less; and Consideration of a Request for Rezoning of the Proposed Elkhorn Village Addition from PUD (Planned Unit Development), AG (Urban Agriculture), and R-2 (One Unit Residential) to Entirely R-2 (One Unit Residential), Said Property is Generally Located Northeast of the Intersection of Newport and E. 12th		N			
Authorization of Submission of a Wyoming Business Council Grant, in an Amount up to \$500,000, for the First Street Reach of the North Platte River Restoration - Poplar Street Bridge to BNSF Bridge Project. (Public Hearing)		N			
Ordinance to Vacate Portions of South Oak Street, South Elm Street, West 8th street, West 9th Street, West 10th Street, Two Alleys Located in Block 84, Casper Addition, an Alley Located in Block 92, Casper Addition, and a Portion of an Alley Located in Block 93, Casper Addition. 3rd reading			N		
New Distillery Satellite Tasting Room Ordinance of the Casper Municipal Code - 2nd Reading			N		
Authorizing a Procurement Agreement with Municipal Treatment Equipment, Inc., in the Amount of \$21,550, for One (1) Storage Tank Mixer for use at the Valley Hills Water Storage Tank.				C	
Authorizing an Amendment to the Lease Agreement between the City of Casper and Gary Marsh, Inc., to Extend the Golf Pro Lease to November 1, 2019.				C	
Adopting Customer Service Fees for the City of Casper Public Services Department, Public Utilities				C	
Authorizing a Contract for Outside City Water Service with John E. and Karen L. Woods.				C	
Authorizing the Mayor to Sign the FY18 Casper Historic Preservation Commission Annual Report.				C	
Approving a Contract for Professional Services with Ochs Law Firm, P.C. to Represent the City of Casper, Wyoming for MDL Opioid Litigation.				C	
Authorizing an Agreement with Casper Mountain Racers for the Operation of Alpine Race Training and Race Events at Hogadon Basin Ski Area.				C	

**The Grid**

A working draft of Council Meeting Agendas

Authorizing a Contract with Communication Technologies, Inc., in the Amount of \$111,034, for Installation of GETAC Video Solution, GETAC Tablets, and Mounting Equipment.				C	
Authorizing a Contract with PCN Strategies, Inc., in the Amount of \$1,073,295 , for GETAC Video Solution to Include In-car, Body Worn, and Interview Room Cameras.				C	
Authorizing a Contract with PCN Strategies, Inc., in the Amount of \$90,891, for Cradle Point Routers.				C	
Authorizing a Contract with HP, Inc., in the Amount of \$368,720, for GETAC Tablet.				C	
Re-Appointing of Members to the Contractor's Licensing and Appeals Board.					C
Appointing Terry Wingerter, and Chuck Davis, and Re-Appointing Susan Frank and Fred Feth to the Planning and Zoning Commission for Three-Year Terms, Expiring December 31, 2022.					C
Appointing Carrie Merrill and Cynthia Grieve to the Casper Historical Preservation Commission with Terms Expiring December 31, 2022.					C
Appointing of Property Owners Representatives to the Old Yellowstone District Advisory Committee.					C
Authorizing the Discharge of \$126,766.63 of Uncollectible Local Assessment District Accounts Receivable Balances, Including Interest and Late Fees, in Accordance with W.S. 15-6-426.					C

**January 8, 2019****Councilmembers Absent:**

<b>Regular Council Meeting Agenda Items</b>  <b>C = Item is on Consent      N = Item is <u>not</u> on Consent</b>	Est. Public Hearing	Public Hearing	Ordinances	Resolutions	Minute Action
Approval of December 11 Special Session Minutes & December 18 Council Minutes					
Election of Mayor and Vice-President					
Appeal of Planning and Zoning Commission's Decision to Deny a Conditional Use Permit for an off-premise sign (billboard) in a C-2 (General Business) zoning district, on Lot 4, Block 159, Casper Addition, located at 1329 South Poplar Street for Applicants David DeWald and Lamar Advertising.		N			
CATC Route Modifications (Public Hearing)		N			
Animal Care Ordinance - First Reading/Public Hearing		N			
Liquor License Ordinance - First Reading/Public Hearing		N			
New Distillery Satellite Tasting Room Ordinance of the Casper Municipal Code - 3rd Reading			N		
Authorizing the Release of Liens.				C	
International Chiefs of Police Grant				C	
Authorizing Change Order No. 1 with Dan Hart Patrol Service, LLC, in the Amount of \$115,516.97 and a Time Extension of Thirty-Eight (38) days, for the Casper Balefill Closure Earthworks Project.					C
Authorizing a Contract for Professional Services with Strata, Inc., in the Amount of \$23,262, for the 2019 Geotech for Capital Projects.					C
Authorizing Change Order No. 1 with 71 Construction for a Time Extension of 188 Days, for the K Street Improvements Phase 1 Project.					C
Designating Official Bank & Newspaper.					C

**The Grid**

A working draft of Council Meeting Agendas

**January 15, 2019****Councilmembers Absent:**

<b>Work Session Meeting Agenda Items</b>	<b>Recommendation</b>	<b>Allotted Time</b>	<b>Beginning Time</b>
Recommendations = Information Only, Move Forward for Approval, Direction Requested			
Cedar Springs Wind Energy Project Overview (Consultant: Nextera Energy Resources)	Information Only	15 min	4:30
CATC Route Modification Update (Aaron Klope)	Direction Requested	20 min	4:45
Abandoned Vehicle Revisions (Chief McPheeters, Will Chambers)	Move Forward for Approval	20 min	5:25
Community Promotions (Fleur Tremel)	Move Forward for Approval	20 min	5:45
Agenda Review		20 min	6:05
Legislative Update		10 min	6:25
Council Around the Table		20 min	6:35
Approximate Ending Time			6:55

**January 22, 2019****Councilmembers Absent:**

<b>Regular Council Meeting Agenda Items</b>	<b>Est. Public Hearing</b>	<b>Public Hearing</b>	<b>Ordinances</b>	<b>Resolutions</b>	<b>Minute Action</b>
<b>C = Item is on Consent      N = Item is <u>not</u> on Consent</b>					
Pre-Meeting: Exchange Student Meet and Greet			N		
Bright Spot - Francisco Deluca, Exchange Student					
Animal Care Ordinance 2nd Reading			N		
Liquor License Ordinance 2nd Reading			N		
Route Changes to the Casper Transit System				C	
Receipt of Conflict of Interest Disclosures.					C

**January 29, 2019****Councilmembers Absent:**

<b>Work Session Meeting Agenda Items</b>	<b>Recommendation</b>	<b>Allotted Time</b>	<b>Beginning Time</b>
Recommendations = Information Only, Move Forward for Approval, Direction Requested			
Designated Dog Areas (Tim Cortez)	Direction Requested	20 min	4:30
Events Center Audit (Tom Pitlick)	Information Only	40 min	4:50
		20 min	5:10
		20 min	5:30
Agenda Review		20 min	5:50
Legislative Update		10 min	6:10
Council Around the Table		20 min	6:20
Approximate Ending Time			6:40

**The Grid**

A working draft of Council Meeting Agendas

**February 5, 2019****Councilmembers Absent:**

<b>Regular Council Meeting Agenda Items</b>		Est. Public Hearing	Public Hearing	Ordinances	Resolutions	Minute Action
<b>C = Item is on Consent      N = Item is <u>not</u> on Consent</b>						
Animal Care Ordinance 3rd Reading				N		
Liquor License Ordinance 3rd Reading				N		
				N		

**February 12, 2019****Councilmembers Absent:**

<b>Work Session Meeting Agenda Items</b>	Recommendation	Allotted Time	Beginning Time
Recommendations = Information Only, Move Forward for Approval, Direction Requested			
Restricted Parking Areas (John Henley)	Direction Requested	20 min	4:30
Island Annexation (Carter Napier)	Direction Requested	20 min	4:50
		20 min	5:10
		20 min	5:30
Agenda Review		20 min	5:50
Legislative Update		10 min	6:10
Council Around the Table		20 min	6:20
Approximate Ending Time			6:40

**February 19, 2019****Councilmembers Absent:**

<b>Regular Council Meeting Agenda Items</b>		Est. Public Hearing	Public Hearing	Ordinances	Resolutions	Minute Action
<b>C = Item is on Consent      N = Item is <u>not</u> on Consent</b>						
Annual Renewal of Liquor Licenses.			N			

**February 26, 2019****Councilmembers Absent:**

<b>Work Session Meeting Agenda Items</b>	Recommendation	Allotted Time	Beginning Time
Recommendations = Information Only, Move Forward for Approval, Direction Requested			
Plains RFP	Direction Requested	20 min	4:30
Agenda Review		20 min	5:50
Legislative Update		10 min	6:10
Council Around the Table		20 min	6:20
Approximate Ending Time			6:40

**The Grid**

A working draft of Council Meeting Agendas

**March 5, 2019****Councilmembers Absent:**

<b>Regular Council Meeting Agenda Items</b>		<b>Est. Public Hearing</b>	<b>Public Hearing</b>	<b>Ordinances</b>	<b>Resolutions</b>	<b>Minute Action</b>
<b>C = Item is on Consent</b>	<b>N = Item is <u>not</u> on Consent</b>					

<b>Upcoming Work Session Agenda Items</b>
Downtown Parking Study Implementation
Goodstein Lot Lease (Long Term Plan)
Property Code Revisions (after January 2019)
Parking on the Parkways (after January 2019)
Sign Code Revisions
David Street Station 501(c)(3)
Sidewalk Cafés
Historic Preservation & Building Codes (example - Marvin Piel's property)

Public Services Department  
Casper Public Utilities  
Customer Service Fees (Tap Fees)

# Customer Service Fees

- Physical Water Tap Fees
- Physical Sewer Tap Fees
- Water Meter Charges
- Water Service Line Abandonment Inspection Fee
- Building Fire Line and Fire Hydrant Flow Testing Fees



# Last Time Updated

- The existing fee schedule was established in 1986 by the Casper Board of Public Utilities (Board)
- The Board was dissolved in 1991
- City Council adopted the existing fee schedule under Resolution 91-81

# Reasoning and Methodology

- The existing fee schedule does not recover the cost of the services provided
  - Costs are subsidized by rates
- Staff proposes updating the fees to cover actual cost of services
- The costs in the proposed fee schedule have been calculated based on actual employee and equipment time needed to perform the service

# Physical Water Tap Fee

City of Casper Physical Water Tap Fees								
Water Main	Tap Size							
Size/Material	3/4"-1"	1-1/2"	2"	4"	6"	8"	12"	
4" – 14" PVC Main	\$276	\$312	\$315	\$834	\$846	\$977	\$1,107	
16" – 20" PVC Main	\$306	\$371	\$373	\$887	\$899	\$1,031	\$1,160	
24" – 30" PVC Main	\$306	\$371	\$373	\$994	\$1,006	\$1,084	\$1,214	
4" – 14" CIP/DIP Main	\$322	\$382	\$449	\$940	\$952	\$1,084	\$1,214	
16" – 30" CIP/DIP Main	\$351	\$411	\$478	\$1,047	\$1,059	\$1,190	\$1,320	

**Water Physical Tap Fees DO NOT Include:** Permits, excavating, trenching, asphalt, service line or hot tap materials (all materials to be supplied by the customer).

# Physical Sewer Tap Fee

City of Casper Physical Sewer Tap Fees		
Main Size/Material	Tap Size	Cost
PVC Sewer Main (all sizes)	4" and 6"	\$292
8"-12" Clay Tile	4" and 6"	\$351
15" - 27" Clay Tile	4" and 6"	\$409
Concrete Sewer Line - All taps into concrete sewer lines will need to be performed by a licensed contractor and core drilled.		

**Sewer Physical Tap Fees DO NOT Include:** Permits, excavating, trenching, asphalt, sewer service line or tapping saddle (all materials to be supplied by the customer).

**Tap Scheduling:** Tap fees must be paid in full prior to scheduling. A 48 hour notice will be required.

**Safety:** All traffic control must meet Manual on Uniform Traffic Control Devices (MUTCD) standards. All excavations must meet OSHA 29 CFR 1926 Subpart B – Excavation Standards. Failure to meet these safety practices will result in re-scheduling (48 hour notice) and a fee of \$250.

# Water Meter Charges

City of Casper Meter Charges	
Size	Cost
5/8" X 3/4"	\$235
1"	\$345
1 1/2"	\$610
2"	\$720

\*Meters larger than 2" to be estimated individually.



# Building Fire Line and Fire Hydrant Flow Testing Fees

City of Casper Fire Flow Test Fees	
Fire Flow Type	Cost
4" to 8" Building Fire Line	\$406
Single Fire Hydrant Flow Test	\$379
Double Fire Hydrant Flow Test	\$617

# Water Service Line Abandonment Inspection Fee

- **Water Service Line Abandonment:** City of Casper Water Distribution crews must inspect water service line abandonments. Inspections must be scheduled 48 hours in advance and there will be a \$160.00 fee. All service line abandonments must be performed by a licensed contractor.
- The City no longer performs service line abandonments

# Comparison

City of Casper Water Physical Tap Fee Comparison								
	Existing Cost	Proposed Cost (Tap Only)			Proposed Cost (Tap + Material)		Amount of Change	
Tap Size		Min	Max	Avg	Poly	Cooper	Poly	Cooper
<b>0.75</b>	\$ 145	\$ 276	\$ 351	\$ 313.50	\$827	\$1,013	\$682	\$868
<b>2</b>	\$ 550	\$ 315	\$ 478	\$ 396.50	\$1,573	\$2,042	\$1,023	\$1,492

City of Casper Sewer Physical Tap Fee Comparison							
Existing Cost			Proposed Cost (Tap + Material)			Amount of Change	
Min	Max	Avg	Min	Max	Avg		
\$120	\$270	\$195	\$346	\$463	\$404.50	\$209.50	

City of Casper Meter Charges Comparison			
Meter Size	Existing	Proposed	Amount of Change
<b>0.75</b>	\$145	\$235	\$90
<b>1</b>	\$195	\$345	\$150
<b>1.5</b>	\$375	\$610	\$235
<b>2</b>	\$500	\$720	\$220



# Rate of Subsidy

Water Physical Taps					
		Average Proposed Cost (Tap + Material)		Rate of Subsidy	
Tap Size	Existing Cost	Poly	Cooper	Poly	Cooper
0.75"	\$145	\$827	\$1,013	82.5%	85.7%
2"	\$550	\$1,573	\$2,042	65.0%	73.0%

Sewer Physical Taps			
Tap Size	Average Existing Cost	Average Proposed Cost (Tap + Material)	Rate of Subsidy
All	\$195	\$404.50	51.8%

Meter Charges				
Meter Size	Existing Cost	Proposed Cost	Rate of Subsidy	
0.75"	\$145	\$235	38.3%	
1"	\$195	\$345	43.8%	
1.5"	\$375	\$610	38.5%	
2"	\$500	\$720	30.6%	

# Concluding

- Casper Public Utility Customer Service Fees (Tap Fees) have not been increased since 1986
- Currently, fees are subsidized by rates
- Staff recommends adopting fees that fully recover the cost of providing the service
- Conceptually approved by the Casper Public Utilities Advisory Board on November 28, 2018
- Staff recommends that the fee schedule be effective January 1, 2018 - the same time new water and sewer system investment charges go into effect



**Board Members:**

H. H. King, Jr.,  
Chairman

Larry Keffer,  
Vice-Chairman

Charlie Powell,  
Secretary

John Lawson,  
Treasurer

**Central Wyoming Regional Water System  
Joint Powers Board**

1500 SW Wyoming Boulevard  
Casper, Wyoming 82604  
(307) 265-6063 • Fax (307) 265-6058

**REGULAR JOINT POWERS BOARD MEETING AGENDA**

**Tuesday**

**December 18, 2018**

**11:30 a.m.**

**Regional Water Treatment Plant  
Joint Powers Board Conference Room  
1500 SW Wyoming Boulevard**

Kenye Humphrey

Shawn Johnson

Chris Walsh

Kenneth Waters

1. Announcements
2. Approve Minutes – November 20, 2018 \*
3. Approve Vouchers – December 2018 \*
4. Approve Financial Report – November 2018 \*
5. Operations Update
6. Public Comment
7. Old Business
  - a) Other
8. New Business
  - a) Presentation of FY2018 Audit by Skogen, Cometto, & Associates, P.C.
  - b) Consider Amended Promissory Note for the DWSRF Loan #153, Backwash Water Supply Project \*
  - c) Consider Agreement with 71 Construction for the North Platte River Exposed Waterline Stabilization Project No. 17-097 in the amount of \$400,000 \*
  - d) Consider Change Order No. 3 to the Airport Elevated Water Storage Tank Project No. 14-48 for a price deduction amount of \$79,565 \*
  - e) Update of Annual Banking Letter – Board Member Johnson
  - f) Other
9. Executive Session – Potential Litigation
10. Chairman's Report

**Next Meeting: Regular JPB Meeting – January 15, 2019**

***\*Indicates Attachment***



***CENTRAL WYOMING REGIONAL WATER SYSTEM  
JOINT POWERS BOARD***

**MEETING PROCEEDINGS**

November 20, 2018

A public meeting of the Central Wyoming Regional Water System Joint Powers Board (Board) was held Tuesday, November 20, 2018 at 11:30 a.m., in the Joint Powers Board Conference Room, Regional Water Treatment Plant, 1500 SW Wyoming Boulevard, Casper, WY.

**Board Members Present -** Chairman King, Vice-Chairman Keffer, Secretary Powell, Treasurer Lawson, and Board Members Walsh, and Waters. Board Members Humphrey, and Johnson were absent.

**City of Casper –** Powell, Walsh, Andrew Beamer, Bruce Martin, Michael McDaniels, Clint Conner, Janette Brown

**Natrona County –** Lawson

**Salt Creek Joint Powers Board –** King

**Wardwell Water & Sewer District –** Keffer

**Pioneer Water & Sewer District –** Waters

**Poison Spider Improvement & Service District –**

**Wyoming Water Development Office -**

**Sandy Lakes Estates -**

**Lakeview Improvement & Service District -**

**33 Mile Road Improvement & Service District –**

**Mile-Hi Improvement and Service District –**

**Central Wyoming Groundwater Guardian Team (CWGG) –**

**Others —** Charlie Chapin – Williams, Porter, Day & Neville, P.C.; Jolene King

The Board meeting was called to order at 11:30 a.m.

1. There were no Announcements.

2. Chairman King asked for a motion to approve the minutes from the October 16, 2018 meeting. A motion was made by Treasurer Lawson and seconded by Vice-Chairman Keffer to approve the minutes from the October 16, 2018 meeting. Motion put and carried.
3. Mr. Martin asked the Board to reference the updated voucher listing dated today and shown on the screen. Mr. Martin stated that two additional vouchers were added to the listing; voucher 7946 for Wyoming Office of State Lands and Investments in the amount of \$8,182.83 for DWSRF#129 Loan Payment; and voucher 7947 for ITC Electrical Technologies in the amount of \$2,209.63 for work on the Ammonia and Corrosion Inhibitor VFDs. Mr. Martin recommended approval of the vouchers and offered to answer any questions the Board may have on the voucher listing.

Chairman King asked for a motion to approve the November 2018 vouchers. A motion was made by Board Member Walsh and seconded by Vice-Chairman Keffer to approve the November 2018 voucher list to include voucher numbers 7932 through 7947 in the amount of \$624,155.25. Motion put and carried.

4. Mr. Martin asked the Board to reference the Gallons Produced table in the agenda packet. Mr. Martin stated that production for October 2018 was 208 MG, which is 19 MG less than the five year average. Mr. Martin stated that year to date production is 1.8 BG.

Mr. Martin stated that Water Revenue for October is \$383,703.

Mr. Martin asked the Board to reference page 2 of the October 2018 Financial Report. Mr. Martin stated that Water Sales are \$3.37 M, which is an increase of \$157,074 due to the rate increase.

Mr. Martin stated that the Total Operating Expenses are \$1,238,435 which is a 10.47% increase over last year. Mr. Martin stated that these expenses include the additional WTP Operator, the increased Interdepartmental Charges, and additional chemical purchases due to the Surface Water Plant being in operation longer this year.

Chairman King asked for a motion to approve the October 2018 Financial Report as presented. A motion was made by Secretary Powell and seconded by Board Member Walsh to approve the October 2018 Financial Report as presented. Motion put and carried.

5. Chairman King turned the time over to Mr. McDaniels for the Operations Update.

Mr. McDaniels stated that production has settled into winter flows of 5 to 6 MGD.

Mr. McDaniels stated that the Bulk Sand Crane Project has a few punch list items, but is otherwise completed. Mr. Martin showed pictures of the new crane system and stated that the crane will lift pallets of sand 15 feet from the floor to the deck.

Mr. McDaniels stated that three well pumps have been replaced, and three raw water

pumps are being replaced. Mr. McDaniels stated that once staff is done with the pump replacements they will begin cleaning and inspecting the clear wells.

Mr. McDaniels stated that the SCADA Improvements Project is scheduled to advertise for bids on November 25<sup>th</sup> and December 2<sup>nd</sup>.

The time was turned over to Mr. Conner for the Transmission System Update.

Mr. Conner stated that residuals are down in the system and there has been a lot of flushing taking place; Poison Spider has been doing a lot of flushing. Mr. Conner stated that he hoped residuals will be up in the next month. Vice-Chairman Keffer asked if the outgoing residual is low. Mr. Conner stated that the residual is good leaving the WTP, but the warmer water and reduced usage is contributing to water aging. Secretary Powell asked for a definition of water aging. Mr. Conner stated that in the summer months water usage is high, which creates a turnover of water in the tanks and distribution lines; winter water usage is low and the water temperatures are still warm, which contributes to nitrification, or water aging, in the system.

Mr. Conner stated that there will be a walk-thru on the Airport Elevated Water Storage Tank Project on November 29<sup>th</sup> and a punch list will be created. Mr. Conner stated that the contractor was very good. Mr. Conner stated that Grizzly Excavating is a subcontractor and is doing the work to decommission the old Airport Tank and mothball it.

Mr. Conner stated that the Metro Booster pump was removed and taken to DXP for recoating and should be completed in a couple of weeks.

Mr. Conner stated that repairs of the anode stations on the Crosstown Pipeline have been completed.

6. There was no Public Comment.

7. There was no Old Business.

a. There was no Other Old Business.

8. In New Business:

a. Mr. Martin stated that the 2004 Ford Ranger currently in use by the WTP staff has low mileage for its age; however it is in poor condition. Mr. Martin stated that the recommended repairs to the truck would be as much or more costly than the truck is worth.

Mr. Martin stated that the Board was able to “piggy back” off the City of Casper’s state bid process. Mr. Martin stated that three bids were opened on October 26, 2018. Mr. Martin stated that Fremont Motors Casper submitted the lowest bid of \$25,304 for a Ram 1500, with a trade-in allowance for the 2004 Ford Range of

\$6,000, for a net cost of \$19,304.

Mr. Martin stated that funding for a new truck was included in the FY2019 budget.

A motion was made by Treasurer Lawson and seconded by Vice-Chairman Keffer to approve the purchase of a Ram 1500 half-ton crew cab pickup from Fremont Motors Casper in the amount of \$25,304 with trade-in allowance of \$6,000 for the 2004 Ranger, for a net cost of \$19,304. Motion put and carried.

- b. Board Member Johnson was not in attendance at the meeting and was unable to sign his annual banking letter.
  - c. There was no Other New Business.
9. A motion was made by Board Member Walsh and seconded by Vice-Chairman Keffer to adjourn from Regular Session into Executive Session to discuss potential litigation at 11:44 a.m. Motion put and carried.
- A motion was made by Secretary Powell and seconded by Board Member Walsh to adjourn from Executive Session back to Regular Session at 11:48 a.m. Motion put and carried.
10. In the Chairman's Report, Chairman King stated that the next regular meeting will be held on December 18, 2018.

A motion was made by Board Member Walsh and seconded by Secretary Powell to adjourn the meeting at 11:49 a.m. Motion put and carried.

---

Chairman

---

Secretary

**Central Wyoming Regional Water System  
Joint Powers Board**

**UNAPPROVED VOUCHER LISTING  
December 12, 2018**

<b>VOUCHER NO.</b>	<b>VENDOR</b>	<b>DESCRIPTION</b>	<b>AMOUNT</b>
7948	Arcadis U.S., Inc.	Capital Expense – WTP Emergency Power PP#33	\$2,312.50
7949	Lower & Company, P.C.	Capital Expense – WTP Bulk Sand Crane System PP#3	\$600.00
7950	City of Casper	Loan Payment	\$127,960.40
7951	Modern Electric	Capital Expense – WTP Bulk Sand Crane System	\$26,961.00
7952	Landmark Structures I, LP	Capital Expense – Airport Elevated Tank Project PP#17	\$20,274.78
7953	Casper Star-Tribune c/o Lee Enterprises	Capital Expense – Ad for Bid – SCADA Systems Upgrade Project No. 17-038	\$561.72
7954	City of Casper	Operations Reimbursement – Nov18	\$239,301.96
7955	Williams, Porter, Day & Neville, P.C.	Legal Expense – Nov18	\$14,506.48
7956	Endress+Hauser	Capital Expense – Ammonia Level Indicator	\$643.81
		<b>Total</b>	<b>\$433,122.65</b>



City of Casper  
Business Services - Finance Division  
200 N. David  
Casper, WY 82601  
admins@cityofcasperwy.com  
(307)235-8400

**INVOICE & 7954**  
**STATEMENT OF ACCOUNT**

Page 1 of 1

**CUSTOMER:** CENTRAL WYO. REGIONAL WATER SYSTEM JPB  
1500 SW WYOMING BLVD.  
CASPER, WY, 82604

DATE: 12/5/2018

CUSTOMER ACCOUNT#: 2784

**ACCOUNT SUMMARY**

**Invoices Due Upon Receipt**

TRANSACTION DATE	INVOICE #	DESCRIPTION	STATUS	INVOICE AMOUNT/ CHARGES REMAINING
11/30/2018	169148	NOVEMBER 2018 OPERATIONS REIMBURSEMENT	CURRENT	\$239,301.96

November 2018 Total Reimbursement Invoice			
9010.00	Wages & Salaries Dir Labor - O&M		\$135,112.62
9020.00	Chemical Charge - O&M		\$1,532.42
9030.00	Utilities - O&M		\$87,090.99
9040.00	Supplies - O&M		\$3,255.04
9060.00	Training - O&M		\$0.00
9070.00	Major Maint, Repair, Replc - O&M		\$2,721.96
9080.00	Testing & Lab Services - O&M		\$5,351.68
9090.00	Other Reimbursable Costs - O&M		\$4,237.25
	<b>80-404000-5819 Invoice Total</b>		<b>\$239,301.96</b>

NEW CHARGES	
PREVIOUS BALANCE	\$239,301.96
<b>TOTAL AMOUNT DUE</b>	<b>\$239,301.96</b>

*Delinquent accounts over \$50.00 will be charged an interest penalty of 1.5% per month. Sending payment to cover delinquent invoices (invoice older than 30 days) will prevent further action with the City of Casper collection effort and possible refusal of all city services. Direct all questions about your statement to (307) 235-8400. Please disregard if full payment has been sent.*

**Make all checks payable to City of Casper and include this remittance stub with the invoices you are paying to ensure proper processing.**

**Mail Payments To:**

City of Casper  
200 N David St  
Casper, WY 82601

CUSTOMER ACCOUNT#: 2784

TOTAL AMOUNT DUE: \$239,301.96

AMOUNT ENCLOSED: \$239,301.96

Pay Invoice(s): 169148

*If invoice(s) are/is not listed monies received will be posted to the oldest invoice on the account.*

**City of Casper Wyoming**  
**Expenditure Reimbursement Request**  
**November 30, 2018**

Vendor	Account Name	Date	Invoice Number	Invoice Amount	Purchased
Air Filter Solutions Inc. - Pcard	Other Materials & Supplies	11/27/2018	154907-1	382.83	HVAC System Filters
Albertsons - Pcard	Other Materials & Supplies	11/27/2018	00030690	23.99	Lunch for JPB Meeting
ALSCO - Pcard	Laundry & Towel Service	11/14/2018	LCAS1229049, LCAS1230416, LCAS1231781, LCAS1233156, LCAS1234476	181.35	Mats, Mops, Towels
Atlas Office Products - Pcard	Other Materials & Supplies	11/14/2018	42264-0	97.16	Cleaning and Office Supplies
Atlas Office Products - Pcard	Other Materials & Supplies	11/27/2018	43080-0	147.37	Planner Refills, Calendars, Cleaning Supplies
Automation & Electronics, Inc. - Pcard	Intrumentation	11/26/2018	H-165121	1,280.45	Xylem Project Trending Issue
AWWA - Pcard	Association Dues	11/9/2018	7001611077	208.00	Annual Membership
Black Hills Energy	Energy Natural Gas	11/9/2018	RIN0029074	4,311.08	Natural Gas
Casper Public Utilities	Sewer	11/7/2018	RIN0029055	22.95	Sewer
Casper Public Utilities	Refuse Collection	11/7/2018	RIN0029055	113.00	Sanitation
Casper Star-Tribune - Pcard	Advertising	11/27/2018	47919	43.54	RWS Meeting Ad
Coastal Chemical - Pcard	Vehicle Supplies	11/9/2018	0117981	119.16	Gasoline
Coastal Chemical - Pcard	Vehicle Supplies	11/27/2018	0118072	103.32	Gasoline
Consolidated Electrical Distributors - Pcard	Equipment Repairs	11/26/2018	0970-599543	61.04	Ozone Generation Motor Controllers
Energy Laboratories - Pcard	Lab Testing	11/14/2018	192496, 192493, 193652	484.00	Compliance Bacti, Aerobic Spore Testing
Energy Laboratories - Pcard	Lab Testing	11/14/2018	189939, 190763, 194281, 195533, 195923	3,054.00	Aerobic Spores, Compliance Bacti, Quarterly DBP, NPDES, TOC Testing
Energy Laboratories - Pcard	Lab Testing	11/26/2018	196464	22.00	Compliance Bacti Test
Energy Laboratories - Pcard	Lab Testing	11/27/2018	198063	57.00	TOC UV254 Testing
Energy Laboratories - Pcard	Lab Testing	11/27/2018	197210	231.00	Aerobic Spore Testing
Energy Laboratories - Pcard	Lab Testing	11/27/2018	198737	231.00	Aerobic Spore Testing
Ferguson - Pcard	Well Supplies	11/14/2018	C580550	14.13	Well Parts
Ferguson - Pcard	Well Supplies	11/14/2018	C580907	58.89	Morad #12 Parts
Grainger - Pcard	Equipment Repairs	11/26/2018	1336172759	8.88	Unit Heater Parts
Grainger - Pcard	Other Materials & Supplies	11/14/2018	1335349260	625.20	HVAC System Filters
Grainger - Pcard	Other Materials & Supplies	11/14/2018	1335438548	412.80	HVAC System Filters
Harbor Freight Tools - Pcard	Other Materials & Supplies	11/26/2018	024761	55.97	Jack Stands for Raw Water Pumps
Health Insurance	Health Insurance	11/1/2018		6,152.74	Health Insurance
Health Insurance	Health Insurance	11/15/2018		6,152.74	Health Insurance
Health Insurance Transfer	Transfers Out	11/14/2018		1,583.42	Additional Health Insurance Allocation
Home Depot - Pcard	Other Materials & Supplies	11/27/2018	047661/9145430	6.94	Clear Tube to Core Sample Filters
Home Depot - Pcard	Well Supplies	11/14/2018	071707/2022207	81.92	Well Parts
IDEXX - Pcard	Lab Supplies	11/26/2018	3039026882	1,151.15	Sample Vessels, Colilert Reagents
Industrial Maintenance - Pcard	Equipment Repairs	11/26/2018	4964	198.00	Actiflo Gate Wrench
Interdepartmental Charges	Interdepartmental Services Fixed	11/14/2018		7,242.00	2 FTE's from Water Distribution
Interdepartmental Charges	Interdepartmental Services Fixed	11/14/2018		14,091.42	IT, Finance, HR, City Council, City Manager, City Attorney
Interdepartmental Services	Interdepartmental Services	11/14/2018		(2,067.50)	Reimbursement for Shared Employee
Interstate All Battery Center - Pcard	Booster Station Supplies	11/27/2018	1904001003234	44.05	Wardwell Booster PLC Backup Battery
ITC Electrical Technologies	Other Materials & Supplies	11/15/2018	27141	313.74	Transport New Well Pumps from Supplier
Kone, Inc.	Equipment Repairs	11/20/2018	1157695590	431.91	Elevator Repairs

City of Casper Wyoming  
Expenditure Reimbursement Request  
November 30, 2018

Vendor	Account Name	Date	Invoice Number	Invoice Amount	Purchased
Long Building Technologies	Maintenance Agreements	11/7/2018	SCPAY0042210	4,237.25	Quarterly HVAC Maintenance
Other Insurance	Other Insurance	11/1/2018		291.86	Other Insurance Benefits
Payroll	Personnel	11/1/2018		32,287.51	11/1/18 Payroll
Payroll	Personnel	11/15/2018		31,938.36	11/15/18 Payroll
Payroll	Personnel	11/29/2018		35,288.32	11/29/18 Payroll
Phone, Email, Internet, Wireless	Telecommunications	11/14/2018		90.00	Phone, Email, Internet, Wireless
Pizza Hut - Pcard	Other Materials & Supplies	11/27/2018	006694	72.45	Lunch for JPB Meeting
Pollard Water - Pcard	Booster Station Supplies	11/9/2018	0123250	426.78	Dechloro Tablets for New Airport Tank
Rocky Mountain Power	Energy - Electricity	11/15/2018	RIN0029081	72,902.71	Electricity - WTP, Wells
Rocky Mountain Power	Energy - Electricity	11/15/2018	RIN0029081	9,623.96	Electricity - Tanks, Boosters, Meters
Smith's - Pcard	Other Materials & Supplies	11/26/2018	052516	34.64	Supplies for JPB Meetings
Sutherlands - Pcard	Equipment Repairs	11/26/2018	167033	31.31	Turbidimeter Installation Parts
Tyler Technologies Inc.	Chemicals	11/7/2018	045-239617A	7.00	Implementation of New Accounting Software
Tyler Technologies Inc.	Chemicals	11/7/2018	045-240330	23.91	Implementation of New Accounting Software
Tyler Technologies Inc.	Chemicals	11/7/2018	045-239885	90.00	Implementation of New Accounting Software
Tyler Technologies Inc.	Chemicals	11/7/2018	045-236996	1,396.81	Implementation of New Accounting Software
Tyler Technologies Inc.	Chemicals	11/20/2018	045-241696	14.70	Implementation of New Accounting Software
Tyler Technologies Inc.	Chemicals	11/20/2018	045-241696	(14.70)	Reverse Charge for New Accounting Software
Tyler Technologies Inc.	Chemicals	11/20/2018	045-241696A	14.70	Implementation of New Accounting Software
UPS - Pcard	Lab Testing	11/26/2018	00008F045W458	121.53	Lab Sample Shipping Fees
UPS - Pcard	Postage	11/27/2018	00008F045W468	22.07	Shipping Fee - Return Equipment to Xylem
Urgent Care - Pcard	Other Materials & Supplies	11/26/2018	5113	160.00	Hearing & Fit Tests
Urgent Care - Pcard	Other Materials & Supplies	11/27/2018	5175	40.00	Hearing Test
Verizon - Pcard	Telecommunications	11/9/2018	9815700269	27.29	Operator Cell Phone
Wardwell Water & Sewer District	Water Line Materials	11/7/2018	RIN0029054	84.60	Wardwell Booster Irrigation
Workers' Compensation	Workers' Compensation	11/14/2018		2,151.75	Workers' Compensation
Xerox - Pcard	Other Materials & Supplies	11/14/2018	095021736	204.51	Copier Lease
Total				<u>\$239,301.96</u>	

Central Wyoming Regional Water System

Gallons Produced

Fiscal Year 2018-2019

Entity	Gallons of Water Produced					
	11/30/2018	10/31/2018	9/30/2018	8/31/2018	7/31/2018	Year-to-Date
Salt Creek JPB	1,989,107.143	3,207,681.633	3,920,891.837	5,665,450.000	6,443,328.571	21,226,459.184
Wardwell W&S	8,038,224.490	11,392,635.714	26,621,290.816	33,602,661.224	31,667,788.776	111,322,601.020
Pioneer	2,664,115.306	3,695,976.531	5,518,868.367	7,228,646.939	7,456,834.694	26,564,441.837
Poison Spider	1,920,714.286	660,204.082	838,928.571	1,123,316.327	1,104,132.653	5,647,295.918
33 Mile Road	673,367.347	718,367.347	1,052,602.041	1,379,591.837	1,029,081.633	4,853,010.204
Sandy Lake	637,488.776	993,687.755	1,460,154.082	1,923,954.082	1,711,074.490	6,726,359.184
Lakeview	116,483.673	230,795.918	542,930.612	690,248.980	756,117.347	2,336,576.531
Mile-Hi	389,194.898	385,222.449	579,183.673	801,223.469	756,579.592	2,911,404.082
City of Casper	142,907,352.082	191,727,832.571	435,800,063.000	521,120,523.143	525,811,093.245	1,817,366,864.041
Regional Water	(4,150,076.000)	(4,543,892.000)	(1,119,900.000)	(1,204,620.000)	(907,720.000)	(11,926,208.000)
<b>TOTAL</b>	<b>155,185,972.000</b>	<b>208,468,512.000</b>	<b>475,215,013.000</b>	<b>572,330,996.000</b>	<b>575,828,311.000</b>	<b>1,987,028,804.000</b>

**TOTAL PRIOR YEAR (FY2018) GALLONS PRODUCED:**

**3,565,168,235.046**

**Agenda Item  
# 4**

Central Wyoming Regional Water System

Water Rates Billed

Fiscal Year 2018-2019

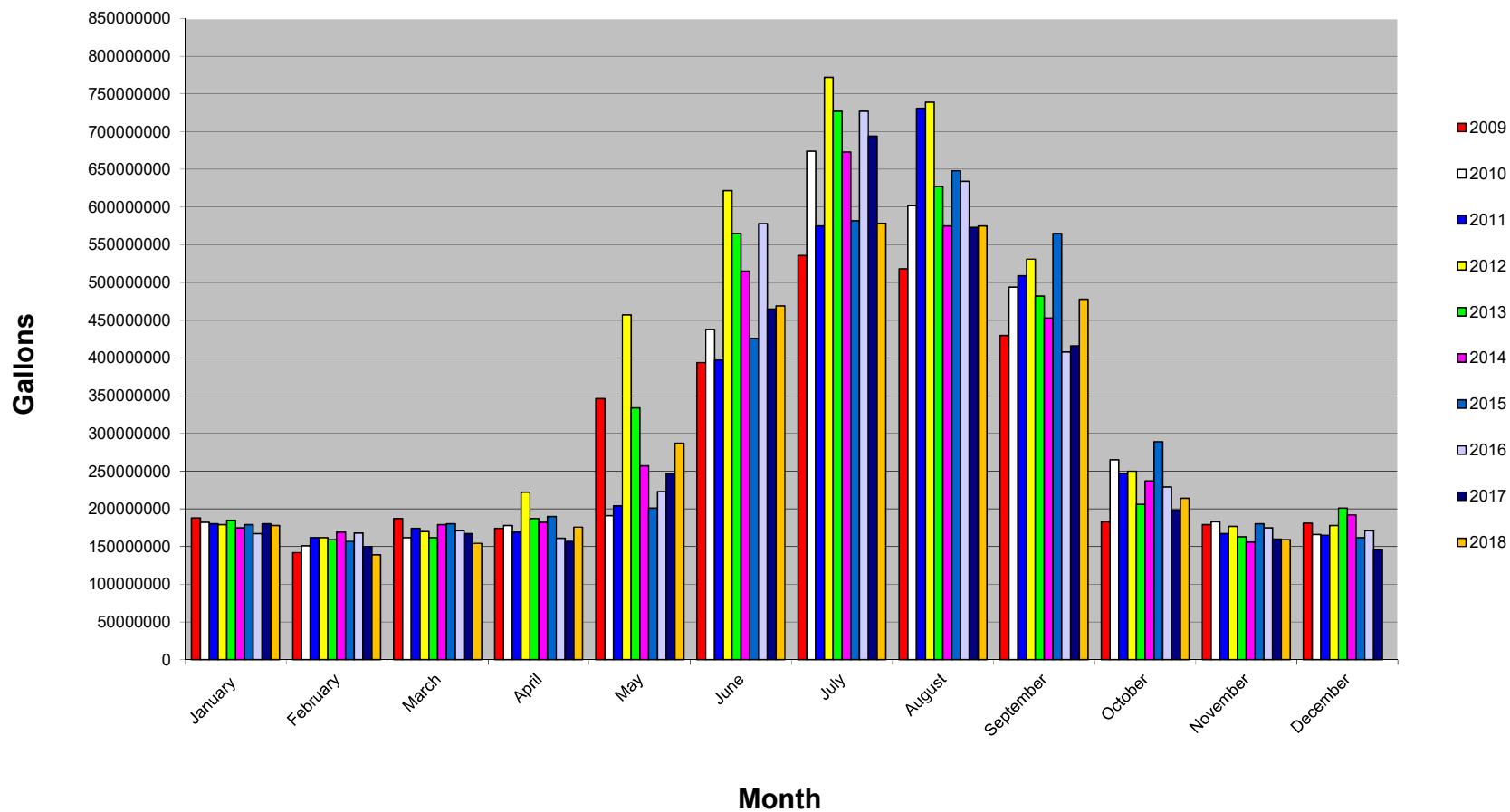
Entity	Water Rates Billed					
	11/30/2018	10/31/2018	9/30/2018	8/31/2018	7/31/2018	Year-to-Date
Salt Creek JPB	\$ 3,659.96	\$ 5,902.13	\$ 7,214.44	\$ 10,424.43	\$ 11,855.72	\$ 39,056.68
Wardwell W&S	\$ 14,790.33	\$ 20,962.45	\$ 48,983.18	\$ 61,828.90	\$ 58,268.73	\$ 204,833.59
Pioneer	\$ 4,901.97	\$ 6,800.60	\$ 10,154.72	\$ 13,300.71	\$ 13,720.58	\$ 48,878.57
Poison Spider	\$ 3,534.11	\$ 1,214.78	\$ 1,543.63	\$ 2,066.90	\$ 2,031.60	\$ 10,391.02
33 Mile Road	\$ 1,239.00	\$ 1,321.80	\$ 1,936.79	\$ 2,538.45	\$ 1,893.51	\$ 8,929.54
Sandy Lake	\$ 1,172.98	\$ 1,828.39	\$ 2,686.68	\$ 3,540.08	\$ 3,148.38	\$ 12,376.50
Lakeview	\$ 214.33	\$ 424.66	\$ 998.99	\$ 1,270.06	\$ 1,391.26	\$ 4,299.30
Mile-Hi	\$ 716.12	\$ 708.81	\$ 1,065.70	\$ 1,474.25	\$ 1,392.11	\$ 5,356.98
City of Casper	\$ 262,949.53	\$ 352,779.21	\$ 801,872.12	\$ 958,861.76	\$ 967,492.41	\$ 3,343,955.03
Regional Water	\$ (7,514.74)	\$ (8,239.36)	\$ (2,060.62)	\$ (2,216.50)	\$ (1,670.20)	\$ (21,701.42)
<b>TOTAL</b>	<b>\$285,663.59</b>	<b>\$383,703.46</b>	<b>\$874,395.62</b>	<b>\$1,053,089.03</b>	<b>\$1,059,524.10</b>	<b>\$3,656,375.80</b>

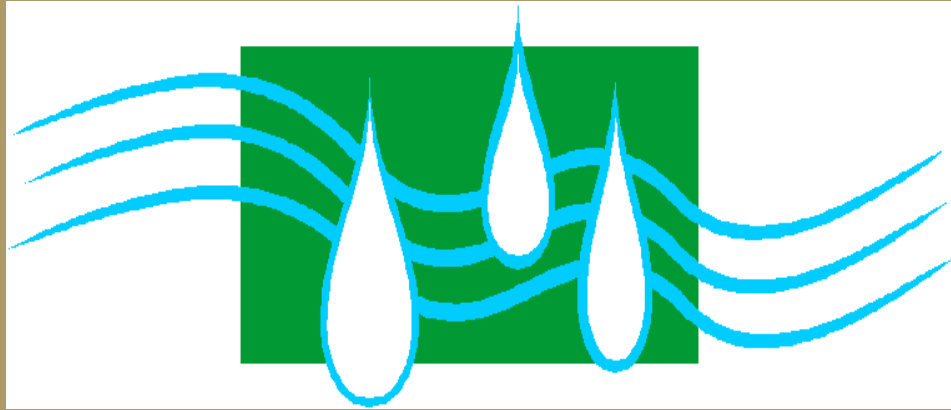
**TOTAL PRIOR YEAR (FY2018) BILLING:**

**\$ 6,132,089.36**

\*Total water produced does not equate to total water billed  
due to credit given.

# WTP PRODUCTION





Central Wyoming Regional Water System  
Joint Powers Board

Monthly Compilation

November 30, 2018

Prepared by:  
City of Casper  
Finance Department

**Central Wyoming Regional Water System  
Joint Powers Board  
Balance Sheet  
November 30, 2018**

<b>ASSETS</b>	<b>FY 2019</b>	<b>FY 2018</b>
Current Assets		
Cash and cash equivalents	\$ 5,740,845	\$ 6,274,482
Investments	519,562	511,368
Receivables from water service	287,492	299,218
Grant receivables	71,451	904,341
Interest receivable on investments	-	-
Inventory	476,770	405,475
Prepaid insurance	71,244	68,686
Total Current Assets	7,167,365	8,463,570
Capital Assets		
Land	580,874	580,874
Construction in Progress	9,612,119	3,362,491
Depreciable capital assets	78,373,887	78,163,991
Accumulated depreciation	(43,649,567)	(42,451,483)
Total Capital Assets	44,917,313	39,655,873
Total Assets	<u>\$ 52,084,678</u>	<u>\$ 48,119,443</u>
<b>LIABILITIES</b>		
Current Liabilities		
Accounts payable	\$ 239,302	\$ 259,468
Accrued interest	42,467	(8,683)
Accrued expenses	68,045	62,223
Retainage payable	117,861	55,849
Current portion of long-term debt	1,809,009	1,753,696
Total Current Liabilities	2,276,684	2,122,554
Noncurrent Liabilities		
Loans payable	15,049,142	13,116,135
Total Noncurrent Liabilities	15,049,142	13,116,135
Total Liabilities	17,325,826	15,238,689
<b>NET ASSETS</b>		
Invested in capital assets, net of related debt	28,059,162	24,786,041
<b>Reservations</b>		
General operating reserves	427,871	409,251
Emergency reserves	427,871	409,251
Debt service reserve - Loan	54,526	54,526
Water rights development	478,280	478,261
Capital replacement reserves	1,000,000	1,000,000
Capital improvements reserves	2,301,555	2,192,973
Undesignated reserves	2,009,586	3,550,450
Total Reservations	6,699,689	8,094,713
Total Net Assets	34,758,851	32,880,754
Total Liabilities and Net Assets	<u>\$ 52,084,678</u>	<u>\$ 48,119,443</u>



**Central Wyoming Regional Water System  
Joint Powers Board  
Statement of Revenues and Expenses  
November 30, 2018**

<b>OPERATING REVENUES</b>	<b>FY 2019</b>	<b>FY 2018</b>	<b>Variance</b>	<b>Percent Variance</b>
Water sales	\$ 3,656,376	\$ 3,484,759	\$ 171,617	4.92%
Total Operating Revenues	3,656,376	3,484,759	171,617	4.92%
<b>OPERATING EXPENSES</b>				
Operating expenses	1,448,144	1,351,554	96,590	7.15%
Insurance	34,855	35,367	(512)	-1.45%
Legal	3,473	5,202	(1,729)	-33.24%
Auditing	12,691	13,500	(809)	-5.99%
Total Operating Expenses	1,499,162	1,405,622	93,540	6.65%
Net Operating Income	2,157,214	2,079,137	78,077	3.76%
<b>NONOPERATING REVENUE (EXPENSES)</b>				
Interest income	47,033	24,157	22,876	94.70%
State Grant/Loan	314,321	2,707,233	(2,392,912)	-88.39%
Other income - system investment fees	32,202	56,828	(24,626)	-43.33%
Capital expenses	(672,232)	(2,160,486)	1,488,254	-68.89%
Interest expense	(236,901)	(71,611)	(165,290)	230.82%
Investment fees	(75)	(106)	31	-29.26%
Depreciation	-	(858,345)	858,345	-100.00%
Total Nonoperating Revenue (Expenses)	(515,652)	(302,330)	(213,322)	-4.35%
<b>INCREASE/(DECREASE) IN NET ASSETS</b>	1,641,562	1,776,807	(135,245)	
<b>NET ASSETS</b>				
Beginning of Year	33,117,290	31,016,286		
YTD Balance End of Month	\$ 34,758,851	\$ 32,793,093		

**BUDGET COMPARISON**  
**As of November 30, 2018**

		Original Budget	CarryOver Encumbrance s	Trans/Adjusts YTD	Revised Budget	Actual YTD	Remaining YTD	% of Budget Used YTD
<b>CWR WATER AGENCY FUND</b>								
	<b>INTERGOVERNMENTAL</b>							
80-404000-42200000122349	State Grant - RWS Airport Elevated Tank	(\$437,872.00)	\$0.00	\$0.00	(\$437,872.00)	\$0.00	(\$437,872.00) -	
80-404000-42290000000000	State Loan Proceeds	(\$1,300,000.00)	\$0.00	\$0.00	(\$1,300,000.00)	\$0.00	(\$1,300,000.00) -	
80-404000-42290000040000	State Loan Proceeds - Emergency Power	\$0.00	\$0.00	\$0.00	\$0.00	(\$95,233.09)	\$95,233.09	
80-404000-42290000071163	State Loan - RWS Backwash Water Supply	(\$212,710.00)	\$0.00	\$0.00	(\$212,710.00)	(\$219,088.18)	\$6,378.18	103.00%
	<b>TOTAL</b>	<b>(\$1,950,582.00)</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>(\$1,950,582.00)</b>	<b>(\$314,321.27)</b>	<b>(\$1,636,260.73)</b>	16.11%
	<b>CHARGES FOR SERVICES</b>							
80-404000-44390000000000	Water Rate Revenue	(\$6,929,444.00)	\$0.00	\$0.00	(\$6,929,444.00)	(\$3,656,375.82)	(\$3,273,068.18)	52.77%
80-404000-44410000000000	System Investment Charge Revenue	(\$98,500.00)	\$0.00	\$0.00	(\$98,500.00)	(\$32,202.00)	(\$66,298.00)	32.69%
	<b>TOTAL</b>	<b>(\$7,027,944.00)</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>(\$7,027,944.00)</b>	<b>(\$3,688,577.82)</b>	<b>(\$3,339,366.18)</b>	52.48%
	<b>INTEREST</b>							
80-404000-46000000000000	Interest On Investments	(\$17,000.00)	\$0.00	\$0.00	(\$17,000.00)	(\$47,033.11)	\$30,033.11	276.67%
	<b>TOTAL</b>	<b>(\$17,000.00)</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>(\$17,000.00)</b>	<b>(\$47,033.11)</b>	<b>\$30,033.11</b>	276.67%
	<b>MISCELLANEOUS</b>							
80-404000-47330000000000	Contributions	(\$300,000.00)	\$0.00	\$0.00	(\$300,000.00)	\$0.00	(\$300,000.00) -	
80-404000-47350000000000	Miscellaneous Revenue	(\$50.00)	\$0.00	\$0.00	(\$50.00)	\$0.09	(\$50.09) -	
	<b>TOTAL</b>	<b>(\$300,050.00)</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>(\$300,050.00)</b>	<b>\$0.09</b>	<b>(\$300,050.09) -</b>	
	<b>TOTAL REVENUE</b>	<b>(\$9,295,576.00)</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>(\$9,295,576.00)</b>	<b>(\$4,049,932.11)</b>	<b>(\$5,245,643.89)</b>	43.57%

**BUDGET COMPARISON**  
**As of November 30, 2018**

		Original Budget	CarryOver Encumbrance s	Trans/Adjusts YTD	Revised Budget	Actual YTD	Remaining YTD	% of Budget Used YTD
<b>CWR WATER AGENCY FUND</b>								
<b>PERSONNEL SERVICES</b>								
	<b>TOTAL</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	
<b>CONTRACTUAL</b>								
80-404000-52000000000000	Consulting Fees	\$15,000.00	\$6,641.74	\$0.00	\$21,641.74	\$7,201.74	\$14,440.00	33.28%
80-404000-52100000000000	Investment Fees	\$1,500.00	\$0.00	\$0.00	\$1,500.00	\$75.00	\$1,425.00	5.00%
80-404000-52110000000000	Legal	\$15,000.00	\$0.00	\$0.00	\$15,000.00	\$3,472.55	\$11,527.45	23.15%
80-404000-52120000000000	Accounting & Auditing	\$31,000.00	\$0.00	\$0.00	\$31,000.00	\$12,690.99	\$18,309.01	40.94%
80-404000-52170000040000	Engineering Services - Emergency Power	\$0.00	\$10,054.26	\$0.00	\$10,054.26	\$10,054.26	\$0.00	100.00%
80-404000-53200000000000	Insurance & Bonds	\$92,023.00	\$0.00	\$0.00	\$92,023.00	\$34,854.61	\$57,168.39	37.88%
80-404000-53700000000000	Travel & Training	\$2,000.00	\$0.00	\$0.00	\$2,000.00	\$0.00	\$2,000.00	-
<b>MATERIALS AND SUPPLIES</b>								
	<b>TOTAL</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	
<b>OTHER</b>								
80-404000-58010000000000	Debt Service	\$1,881,758.00	\$0.00	\$0.00	\$1,881,758.00	\$751,682.17	\$1,130,075.83	39.95%
80-404000-58040000000000	Interest Expense	\$536,410.00	\$0.00	\$0.00	\$536,410.00	\$225,840.29	\$310,569.71	42.10%
80-404000-58190000000000	Reimbursable Contract Expenses	\$3,263,443.00	\$0.00	\$0.00	\$3,263,443.00	\$1,442,521.91	\$1,820,921.09	44.20%
	<b>TOTAL</b>	<b>\$5,681,611.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$5,681,611.00</b>	<b>\$2,420,044.37</b>	<b>\$3,261,566.63</b>	<b>42.59%</b>
<b>CAPITAL OUTLAYS NEW</b>								
80-404000-55200000000000	Buildings	\$90,000.00	\$2,100.00	\$0.00	\$92,100.00	\$3,320.64	\$88,779.36	3.61%
80-404000-55200000040000	Buildings - WTP Emergency Power Loan	\$0.00	\$449,427.14	\$0.00	\$449,427.14	\$449,427.14	\$0.00	100.00%
80-404000-55300000000000	Improv. Other Than Bldgs.	\$45,000.00	\$5.88	\$0.00	\$45,005.88	\$5.88	\$45,000.00	-
80-404000-55400000000000	Light Equipment	\$10,000.00	\$0.00	\$0.00	\$10,000.00	\$9,750.00	\$250.00	97.50%
80-404000-55800000000000	Technologies	\$8,000.00	\$0.00	\$0.00	\$8,000.00	\$0.00	\$8,000.00	-
	<b>TOTAL</b>	<b>\$153,000.00</b>	<b>\$451,533.02</b>	<b>\$0.00</b>	<b>\$604,533.02</b>	<b>\$462,503.66</b>	<b>\$142,029.36</b>	<b>76.51%</b>
<b>CAPITAL OUTLAYS REPLACEMENT</b>								
80-404000-57200000000000	Buildings	\$75,000.00	\$12,580.00	\$0.00	\$87,580.00	\$12,580.00	\$75,000.00	14.36%
80-404000-57300000000000	Improv. Other Than Bldgs.	\$3,577,000.00	\$448,693.06	\$0.00	\$4,025,693.06	\$509,408.96	\$3,516,284.10	12.65%
80-404000-57300000000349	Improv Other Than Bldgs-Airport Tank Mch	\$0.00	\$152,465.60	\$539,662.00	\$692,127.60	\$451,423.89	\$240,703.71	65.22%
80-404000-57300000042189	Improv. Other Than Bldgs.-WYDOT W. Winds	\$0.00	\$5,449.09	\$0.00	\$5,449.09	\$5,449.09	\$0.00	100.00%
80-404000-57300000071163	Improv Other Than Bldgs-Backwash Water	\$0.00	\$54,010.79	\$0.00	\$54,010.79	\$54,010.79	\$0.00	100.00%
80-404000-573000000122349	Improv Other Than Bldgs-Airport Tank Gr	\$0.00	\$539,664.07	(\$539,662.00)	\$2.07	\$1.85	\$0.22	89.37%
80-404000-57400000000000	Light Equipment	\$32,000.00	\$0.00	\$0.00	\$32,000.00	\$0.00	\$32,000.00	-
80-404000-57600000000000	Intangibles	\$0.00	\$42,905.60	\$0.00	\$42,905.60	\$42,905.60	\$0.00	100.00%
80-404000-57800000000000	Technologies - Replacement	\$29,130.00	\$0.00	\$0.00	\$29,130.00	\$7,952.40	\$21,177.60	27.30%
	<b>TOTAL</b>	<b>\$3,713,130.00</b>	<b>\$1,255,768.21</b>	<b>\$0.00</b>	<b>\$4,968,898.21</b>	<b>\$1,083,732.58</b>	<b>\$3,885,165.63</b>	<b>21.81%</b>
	<b>TOTAL FUND EXPENDITURES</b>	<b>\$9,707,264.00</b>	<b>\$1,723,997.23</b>	<b>\$0.00</b>	<b>\$11,431,261.23</b>	<b>\$4,034,629.76</b>	<b>\$7,396,631.47</b>	<b>35.29%</b>
	<b>TOTAL CWR WATER AGENCY FUND</b>	<b>\$411,688.00</b>	<b>\$1,723,997.23</b>	<b>\$0.00</b>	<b>\$2,135,685.23</b>	<b>(\$15,302.35)</b>	<b>\$2,150,987.58</b>	<b>-</b>
	<b>FUND TOTAL CHECK</b>	<b>\$411,688.00</b>	<b>\$1,723,997.23</b>	<b>\$0.00</b>	<b>\$2,135,685.23</b>	<b>(\$15,302.35)</b>	<b>\$2,150,987.58</b>	<b>-</b>

**Central Wyoming Regional Water System  
Joint Powers Board  
Summary of the Treasury  
November 30, 2018**

<b>Operating Accounts at Hilltop Natl Ba</b>	<b>Checking Accounts</b>	<b>Money Market Sweep Accounts</b>	<b>Reconciled Balance</b>	<b>30-Nov-18 Interest Earnings</b>	<b>Interest Rate</b>
Operating Fund Account	\$ 10,344.89	\$ 5,629,420.29	\$ 5,636,265.54	\$ 8,989.14	1.63%
Rate Stabilization Fund Account	10,780.22	82,921.76	93,701.98	128.95	1.63%
General Fund Reserve Account	7,378.10	-	7,378.10	-	0.00%
Total Hilltop Bank Account Deposits	<u>\$ 28,503.21</u>	<u>\$ 5,712,342.05</u>	<u>\$ 5,737,345.62</u>	<u>\$ 9,118.09</u>	

**Money Market Investments at WGIF**

Wyoming Government Investment Fund					
Total General Reserve		\$ 516,138.31		\$ 861.26	1.22%
Total Water Rights Reserve		\$ 1,151.58		1.92	1.22%
Total Capital Construction Reserve		\$ 2,272.46		<u>3.79</u>	1.22%
Total WGIF Deposits		<u>\$ 519,562.35</u>		<u>\$ 866.97</u>	

**Certificates of Deposit at Hilltop Natl Bank**

All certificates of deposit have been redeemed and funds moved to the Operating Account.

Account Number	Original Purchase Date	Current CD Balances	Term	Interest Paid & Accrued YTD	Maturity Date	Interest Rate
28562	6/15/2011	\$ -	Cashed in	\$ -	5/14/2017	
28563	6/15/2011	-	Cashed in	-	6/7/2017	
28564	6/15/2011	-	Cashed in	-	6/7/2017	
28565	6/15/2011	-	Cashed in	-	6/15/2017	
28566	6/15/2011	-	Cashed in	-	6/15/2017	
28567	6/15/2011	-	Cashed in	-	6/15/2017	
28756	3/9/2012	-	Cashed in	-	6/2/2017	
Total Certificates of Deposit		<u>\$ -</u>		<u>\$ -</u>		

Total Money Market Funds \$ 6,231,904.40

**Pledging Detail**

Total Cash and Cash Equivalents \$ 28,503.21

\$ 5,500,000.00 Amount Pledged

\$ 4,950,000.00 90% of Amount Pledged

\$ - Cash Held over 90% of Pledged Amount

If number present, transfer from cash to investment pool may be necessary

**Central Wyoming Regional Water System**  
**Joint Powers Board**  
**Aged Trial Balance**  
**By Fund**  
**November 30, 2018**

Fund:	80	CWR Water System Agency					
Customer #		Customer Name					
Invoice #	Inv Date	Original Amount	Current	31-60 Days	61-90 Days	91-120 Days	Over 120 Days
<hr/>							
1276	CITY OF CASPER PUBLIC UTILITIES						
169118	11/30/2018	\$1,404.00	\$1,404.00				
***Customer Bal		\$1,404.00	\$1,404.00				
CustomerTotal						*	\$1,404.00
<hr/>							
2091	OFFICE OF STATE LANDS & INVEST.						
161693	3/31/2018	\$24,001.11					\$20.00
164102	6/19/2018	\$118,545.67					\$129.15
165207	7/26/2018	\$3,877.61					\$3,877.61
165955	8/22/2018	\$932.90				\$932.90	
168319	10/31/2018	\$66,491.46	\$66,491.46				
***Customer Bal		\$213,848.75	\$66,491.46			\$932.90	\$4,026.76
CustomerTotal						*	\$71,451.12
<hr/>							
2594	LAKEVIEW IMPROVEMENT & SERVICE DISTRICT						
168475	10/31/2018	\$424.66	\$424.66				
169119	11/30/2018	\$214.33	\$214.33				
***Customer Bal		\$638.99	\$638.99				
CustomerTotal						*	\$638.99
<hr/>							
2595	SANDY LAKE ESTATES IMPROVEMENT DISTRICT						
169120	11/30/2018	\$957.24	\$957.24				
***Customer Bal		\$957.24	\$957.24				
CustomerTotal						*	\$957.24
<hr/>							
2596	33 MILE ROAD IMPROVEMENT & SERVICE DISTRICT						
169121	11/30/2018	\$1,239.00	\$1,239.00				
***Customer Bal		\$1,239.00	\$1,239.00				
CustomerTotal						*	\$1,239.00
<hr/>							
2597	POISON SPIDER WATER						
169122	11/30/2018	\$871.63	\$871.63				
***Customer Bal		\$871.63	\$871.63				
CustomerTotal						*	\$871.63
<hr/>							
2598	PIONEER WATER & SEWER DISTRICT						
169123	11/30/2018	\$1,184.90	\$1,184.90				
***Customer Bal		\$1,184.90	\$1,184.90				
CustomerTotal						*	\$1,184.90
<hr/>							
2599	WARDWELL WATER & SEWER DISTRICT						
169124	11/30/2018	\$13,870.89	\$13,870.89				
***Customer Bal		\$13,870.89	\$13,870.89				
CustomerTotal						*	\$13,870.89
<hr/>							
2600	SALT CREEK CWRWS JPB						
169125	11/30/2018	\$3,659.96	\$3,659.96				
***Customer Bal		\$3,659.96	\$3,659.96				
CustomerTotal						*	\$3,659.96
<hr/>							
2601	CITY OF CASPER-REGIONAL WATER						
169126	43434	\$262,949.53	\$262,949.53				
***Customer Bal		\$262,949.53	\$262,949.53				
CustomerTotal						*	\$262,949.53
<hr/>							
5169	MILE-HI IMPROVEMENT & SERVICE DISTRICT						
169127	43434	\$716.12	\$716.12				
***Customer Bal		\$716.12	\$716.12				
						*	\$716.12
<hr/>							
***Period Totals	Totals	\$501,341.01	\$353,983.72			\$932.90	\$4,026.76
<hr/>							
**Fund Total 80	CWR Water System Agency					*	\$358,943.38
**# of Customers			11			1	1
<hr/>							
****Grand Totals			\$353,983.72			\$932.90	\$4,026.76
****# of Customers			11			1	1
<hr/>							
****Grand Total							\$358,943.38
<hr/>							

December 11, 2018

MEMO TO: H. H. King Jr., Chairman  
Members, Central Wyoming Regional Water System Joint Powers Board

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

SUBJECT: DWSRF Loan #153 Amended Promissory Note

Meeting Type & Date

Regular Central Wyoming Regional Water System Joint Powers Board (Board) Meeting  
December 18, 2018

Action Type

Motion

Recommendation

That the Board, by motion, authorize the Chairman to execute an Amended Promissory Note for Wyoming State Loan and Investment Board (SLIB) DWSRF Loan #153, Alternate Backwash Water Supply Project.

Summary

On August 18, 2015, the Board executed a Promissory Note to pay SLIB the amount of Two Million Two Hundred Thousand Dollars (\$2,200,000) together with interest at a rate of 2.5% per annum. The note is for repayment of funds secured from DWSRF Loan #153, used for construction of the Alternate Backwash Water Supply Project.

The substantial completion date for the project was set at July 25, 2018. To date, the Board has made an interest payment of Forty-Seven Thousand Six Hundred Sixty-Eight Dollars (\$47,668.00), and a principal payment of One Thousand Fifty-Four Dollars and Eighty Cents (\$1,054.80). With these payments, the Board has received principal forgiveness in the amount of Five Hundred Fifty Thousand Dollars (\$550,000) in DWSRF loan funds.

The Amended Promissory Note is to establish a new schedule for repayment of the loan principal in the amount of One Million Six Hundred Forty-Eight Thousand Nine Hundred Forty-Five Dollars and Twenty Cents (\$1,648,945.20) plus interest. Annual payments will begin on July 15, 2019.

Financial Considerations

Annual payments in the amount of One Hundred Five Thousand Seven Hundred Seventy-Five Dollars and Ten Cents (\$105,775.10) to begin July 15, 2019.

Oversight/Project Responsibility  
Bruce Martin, Public Utilities Manager

Attachments  
Amended Promissory Note

STATE OF WYOMING  
WYOMING STATE LOAN & INVESTMENT BOARD  
CHEYENNE, WYOMING

**AMENDED PROMISSORY NOTE**

\$1,648,945.20 \_\_\_\_\_, 2018

On August 18, 2015 the Central Wyoming Regional Water System Joint Powers Board of Casper, Natrona County, Wyoming, (hereinafter "Borrower") for value received, executed a Promissory Note to pay the State of Wyoming Loan & Investment Board (hereinafter "Board"), the amount of Two Million Two Hundred Thousand Dollars and No/100 (\$2,200,000.00) together with interest at a rate of two and one-half percent (2.5%) per annum. A copy of said note is attached hereto as Appendix A and is incorporated herein by reference.

The Borrower has established July 25, 2018 as the substantial completion date for the Borrower's backwash water supply project. The Borrower has made an interest payment of Forty-Seven Thousand Six Hundred Sixty-Eight Dollars and No/100 (\$47,668.00) and principal payment of One Thousand Fifty-Four Dollars and 80/100 (\$1,054.80) as of this date. The Borrower has received principal forgiveness in the amount of Five Hundred Fifty Thousand Dollars and No/100 (\$550,000.00) in DWSRF loan funds.

The purpose of this Amended Promissory Note is to establish a new schedule for the repayment of the principal in the amount of One Million Six Hundred Forty-Eight Thousand Nine Hundred Forty-Five Dollars and 20/100 (\$1,648,945.20) plus interest. In accordance with W.S. 16-1-305(b)(i)(B) repayment of principal and interest must begin not later than one year after substantial completion of the project, therefore, a payment of principal and interest in the amount of Ninety-Four Thousand Seven Hundred Six Dollars and 62/100 (\$94,706.62) will be due July 15, 2019. One Hundred Five Thousand Seven Hundred Seventy-Five Dollars and 10/100 (\$105,775.10) will be due on the 15th day of July thereafter until Eighteen (18) additional payments have been made and a Twentieth (20<sup>th</sup>) and final payment of Ninety-Seven Thousand Seventy-One Dollars and 95/100 (\$97,071.95) being due and payable on July 15, 2038.

The payment schedule is attached hereto and incorporated herein as Appendix B. All other terms and conditions of the original Promissory Note shall remain in full force and effect.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

CENTRAL WYOMING REGIONAL WATER SYSTEM JOINT  
POWERS BOARD

BY: \_\_\_\_\_  
H. H. KING JR., CHAIRMAN

ATTEST:

\_\_\_\_\_  
CHARLIE POWELL, SECRETARY



**Wyoming The Office of State Lands and Investments**  
**Central Wyo Reg Water System JPB - DW153**  
**Loan Amortization Report**

Date: 11/15/18  
Time: 03:58:04 PM

APPENDIX "B"

Interest Rates									
		Start Date	End Date	Interest Rate	Fee Rate				
		08/28/2015	07/15/2036	2.500000	0.000000				
Num	Date	Principal	Rate	Interest	Fees	Total	Disbursements	Current Balance	Contracted Bal
1	07/15/2019	\$ 65,116.18	2.500000	\$ 29,590.44	\$ 0.00	\$ 94,706.62		\$ 1,583,829.02	\$ 1,583,829.02
2	07/15/2020	\$ 66,721.78	2.500000	\$ 39,053.32	\$ 0.00	\$ 105,775.10		\$ 1,517,107.24	\$ 1,517,107.24
3	07/15/2021	\$ 68,366.98	2.500000	\$ 37,408.12	\$ 0.00	\$ 105,775.10		\$ 1,448,740.26	\$ 1,448,740.26
4	07/15/2022	\$ 70,052.74	2.500000	\$ 35,722.36	\$ 0.00	\$ 105,775.10		\$ 1,378,687.52	\$ 1,378,687.52
5	07/15/2023	\$ 71,780.07	2.500000	\$ 33,995.03	\$ 0.00	\$ 105,775.10		\$ 1,306,907.45	\$ 1,306,907.45
6	07/15/2024	\$ 73,549.98	2.500000	\$ 32,225.12	\$ 0.00	\$ 105,775.10		\$ 1,233,357.47	\$ 1,233,357.47
7	07/15/2025	\$ 75,363.55	2.500000	\$ 30,411.55	\$ 0.00	\$ 105,775.10		\$ 1,157,993.92	\$ 1,157,993.92
8	07/15/2026	\$ 77,221.83	2.500000	\$ 28,553.27	\$ 0.00	\$ 105,775.10		\$ 1,080,772.09	\$ 1,080,772.09
9	07/15/2027	\$ 79,125.93	2.500000	\$ 26,649.17	\$ 0.00	\$ 105,775.10		\$ 1,001,646.16	\$ 1,001,646.16
10	07/15/2028	\$ 81,076.98	2.500000	\$ 24,698.12	\$ 0.00	\$ 105,775.10		\$ 920,569.18	\$ 920,569.18
11	07/15/2029	\$ 83,076.13	2.500000	\$ 22,698.97	\$ 0.00	\$ 105,775.10		\$ 837,493.05	\$ 837,493.05
12	07/15/2030	\$ 85,124.59	2.500000	\$ 20,650.51	\$ 0.00	\$ 105,775.10		\$ 752,368.46	\$ 752,368.46
13	07/15/2031	\$ 87,223.55	2.500000	\$ 18,551.55	\$ 0.00	\$ 105,775.10		\$ 665,144.91	\$ 665,144.91
14	07/15/2032	\$ 89,374.27	2.500000	\$ 16,400.83	\$ 0.00	\$ 105,775.10		\$ 575,770.64	\$ 575,770.64
15	07/15/2033	\$ 91,578.02	2.500000	\$ 14,197.08	\$ 0.00	\$ 105,775.10		\$ 484,192.62	\$ 484,192.62
16	07/15/2034	\$ 93,836.10	2.500000	\$ 11,939.00	\$ 0.00	\$ 105,775.10		\$ 390,356.52	\$ 390,356.52
17	07/15/2035	\$ 96,149.87	2.500000	\$ 9,625.23	\$ 0.00	\$ 105,775.10		\$ 294,206.65	\$ 294,206.65
18	07/15/2036	\$ 98,520.69	2.500000	\$ 7,254.41	\$ 0.00	\$ 105,775.10		\$ 195,685.96	\$ 195,685.96
19	07/15/2037	\$ 100,949.97	2.500000	\$ 4,825.13	\$ 0.00	\$ 105,775.10		\$ 94,735.99	\$ 94,735.99
20	07/15/2038	\$ 94,735.99	2.500000	\$ 2,335.96	\$ 0.00	\$ 97,071.95		\$ 0.00	\$ 0.00
<b>Totals:</b>		<b>\$ 1,648,945.20</b>		<b>\$ 446,785.17</b>	<b>\$ 0.00</b>	<b>\$ 2,095,730.37</b>	<b>\$ 0.00</b>		

DWSRF LOAN #153

DRINKING WATER STATE REVOLVING LOAN NOTE

STATE OF WYOMING  
WYOMING STATE LOAN & INVESTMENT BOARD  
CHEYENNE, WYOMING

PROMISSORY NOTE

APPENDIX "A"

\$2,200,000.00

August 18<sup>th</sup>, 2015

For value received the Central Wyoming Regional Water System Joint Powers Board of Casper, Natrona County, Wyoming, (hereinafter "Borrower") promises to pay to the order of the Wyoming State Loan & Investment Board (hereinafter "Board") at Cheyenne, Wyoming, the sum of Two Million, Two Hundred Thousand Dollars and No/100 (\$2,200,000.00) together with interest at a rate of two and one-half percent (2.5%) per annum, in the manner and from the revenue as is more particularly set forth below. Upon completion of the project and prior to repayment of the loan, this loan shall be granted principal forgiveness up to twenty-five percent (25%) of the drawn loan funds, not to exceed Five Hundred Fifty Thousand Dollars and No/100 (\$550,000.00). The Borrower will be required to pay the accrued loan interest in full at the time of the principal forgiveness award.

Quarterly repayment of principal and interest shall begin not later than one (1) year after substantial completion or initiation of operation of the project whichever date occurs first, as set forth and described in the Loan Agreement of even date with this Promissory Note (hereinafter "Note"). Said Loan Agreement being incorporated herein at this point as if fully set forth.

Attached hereto is a preliminary amortization schedule of the principal and interest payments due from the Borrower pursuant to this Note. Pursuant to the Loan Agreement, the Parties understand that the First Payment Due Date will be on or before a date which is one (1) year after substantial completion or initiation of operations of the project whichever date occurs first. Prior to the First Payment Due Date, the amount of principal forgiveness shall be applied to the Promissory Note amount and the Note and the amortization schedule[s] shall be amended to reflect the amount of principal forgiveness. The amount of the first payment due under the Note will include accrued interest on disbursements. In the event the Borrower does not borrow the entire sum of Two Million, Two Hundred Thousand Dollars and No/100 (\$2,200,000.00), the Parties agree to amend the Note and amortization schedule to reflect the principal sum actually borrowed by the Borrower with all of the other terms of Note remaining the same.

All or any portion of the principal due on this Note may be prepaid at any time. The Borrower shall have the right and privilege of making extra payments or pay the entire unpaid balance at any time without penalty. Extra payments shall be credited first to interest due and the balance to principal. Advance or extra payments on account of the principal shall not reduce the annual payments to be made but are to operate only

to discharge the loan at an earlier date.

In the event the annual payment of principal and interest is not received on the specified due date of each year, the Borrower will be in default, and the Board may proceed against the revenues assigned and pledged by the Borrower pursuant to the loan Assignment and Pledge of Revenues as provided by law.

Failure to pay any installment or installments hereon when due shall entitle the holder hereof to declare the whole of the unpaid balance on this Note due and payable on demand.

The maker of this Note hereby accepts the conditions hereon and expressly waives presentment for payment and any claims presented pursuant to W.S. § 15-1-125, protest and notice of protest for nonpayment hereof and all defenses on the grounds of any extension of time of payment that may be given by the holder hereof.

In the event of suit to enforce payment of this Note for any installment, interest, or part thereof, the undersigned maker agrees to pay, in addition to the costs and disbursements provided and allowed by law, reasonable attorney's fees and costs.

CENTRAL WYOMING REGIONAL WATER SYSTEM JOINT POWERS BOARD

BY: H. H. King, Jr.  
H.H. KING, JR., CHAIRMAN

ATTEST:

Stephen Cathey  
STEPHEN CATHEY, SECRETARY

November 27, 2018

MEMO TO: H.H. King, Jr., Chairman  
Members, Central Wyoming Regional Water System Joint Powers Board

FROM: Andrew B. Beamer, Public Services Director  
Bruce Martin, Casper CPU Manager  
Scott R. Baxter, P.E., Associate Engineer

SUBJECT: Agreement 71 Construction, Inc.  
North Platte River Exposed Waterline Stabilization, Project No. 17-097

Recommendation:

That the Central Wyoming Regional Water System (CWRWS) Joint Powers Board authorize an agreement with 71 Construction, Inc., for construction of the North Platte River Exposed Waterline Stabilization, Project No. 17-097, for the base bid amount of \$348,588.71. Furthermore, it is recommended that the Joint Powers Board authorize a construction contingency account, in the amount of \$51,411.29, for a total project amount of \$400,000.

Summary:

On November 27, 2018, the CWRWS received six (6) bids for construction of the North Platte River Exposed Waterline Stabilization Project. The bids for the work were as follows:

<u>CONTRACTOR</u>	<u>BUSINESS LOCATION</u>	<u>BASE BID</u>
<b>71 Construction</b>	<b>Casper, WY</b>	<b>\$348,588.11</b>
Barnum, Inc.	Buffalo, WY	\$351,790.00
Andreen Hunt Construction	Mills, WY	\$398,526.00
Oftedal Construction	Casper, WY	\$471,407.50
Treto Construction	Casper, WY	\$498,075.00
Wayne Coleman Construction	Mills, WY	\$506,307.00

The Engineer's estimate prepared by the City of Casper Engineering Division was \$400,000.

The 24" ductile iron waterline running directly west of the Water Treatment Facility serves large portions of the west side of Casper and surrounding areas. Since 2010, when the North Platte River basin saw high flow rates due to heavy snow pack and precipitation, the western bank of the North Platte River has been eroding where this waterline crosses under the river. Approximately 25 feet of the river bank has been cut back and lost to erosion, and the waterline has been exposed to the river up to about 80 feet in length.

The proposed project includes removal of abandoned natural gas lines that have also been exposed to the river, stabilization and re-sloping of the river bank, replacement of lost material in the river channel to cover the waterline, and re-vegetation of the river bank. The contractor will be required to comply with the requirements of Nation Wide Permits (NWP's) under which clearance has been granted by the US Army Corps of Engineers to proceed with the project.

The Substantial Completion deadline for construction of the project is set for November 1, 2019. Funding for the project will be from Central Wyoming Regional Water System Reserves.

The Agreement is prepared for the Board's consideration.

STANDARD FORM OF  
AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is made between the Central Wyoming Regional Water System Joint Powers Board, 1500 SW Wyoming Boulevard, Casper, WY 82601, hereinafter referred to as the "Owner," and 71 Construction, Inc., hereinafter referred to as the "Contractor."

WHEREAS, the Owner desires to stabilize a portion of eroded waterline beneath the North Platte River; and,

WHEREAS, 71 Construction, Inc., is able and willing to provide those services specified as the Central Wyoming Regional Water System, North Platte River Exposed Waterline Stabilization, Project No. 17-097.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract Documents for the Central Wyoming Regional Water System, North Platte River Exposed Waterline Stabilization, Project No. 17-097.

ARTICLE 2. ENGINEER.

The Project has been designed by the City of Casper Engineering Office, 200 N. David, Casper, Wyoming, who is hereinafter referred to as the "Engineer" and who is to act as Owner's representative, assume all duties and responsibilities and have the rights and authority assigned to Engineer in the Contract documents in connection with completion of the Work in accordance with the Contract documents.

ARTICLE 3. CONTRACT TIME.

- 3.1 The Work will be substantially completed by November 1, 2019, and completed and ready for final payment in accordance with Article 14 of the General Conditions by November 15, 2019.
- 3.2 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not substantially completed by the time specified in Paragraph 3.1 above, plus any extension thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not substantially completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay

71 Construction, Inc.  
North Platte River Exposed Waterline Stabilization  
Project No. 17-097

Owner One Thousand Dollars (\$1,000.00) for each day that expires after the time specified in Paragraph 3.1 for substantial completion. After Substantial Completion, if the Contractor shall neglect, refuse, or fail to complete the remaining work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by Owner, Contractor shall pay Owner Two Hundred Dollars (\$200.00) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment. It is further agreed that such liquidated damages are not a penalty, but represent the parties' best estimate of actual damages.

#### ARTICLE 4. CONTRACT PRICE.

In Consideration of the performance of the work in accordance with the Contract documents for this Unit Price Contract, Owner shall pay Contractor in current funds a not-to-exceed total contract price of Three Hundred Forty-Eight Thousand Five Hundred Eighty-Eight and 71/100 Dollars (\$348,588.71), subject to additions and deductions by Change Order approved by the Owner. The contract fee shall be based on materials actually furnished and installed and services actually provided based on the unit prices contained in the Bid Form and Itemized Bid Schedule, included as Exhibit "A" (pages BF-1 through BF-4, Bid Form and BS-1, Bid Schedule) and by this reference made a part of this Agreement.

#### ARTICLE 5. PAYMENT PROCEDURES.

Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed through the Engineer as provided in the General Conditions.

5.1 Progress Payments. Contractor's Applications for Payment, as recommended by Engineer, shall be submitted to City Engineering Staff on or before the 25th day of each month during construction, and Owner shall mail progress payments in the following month one day after the second monthly meeting of the Casper City Council. Progress payments shall be structured as provided below. All progress payments will be on the basis of the progress of the Work measured by the Schedule of Values provided for in Paragraph 14.01 of the General Conditions, subject to the cutoff and submittal dates provided in the Measurement and Payment Procedures.

5.1.1 Prior to payment of fifty percent (50%) of Total Contract Price, progress payments will be made in an amount equal to ninety percent (90%) of the Work completed, and ninety percent (90%) of Invoice Cost of materials and equipment not incorporated in the Work but delivered and suitably stored, less in each case the aggregate of payments previously made so the current retainage is equal to ten percent (10%) of the Work complete.

5.1.2 After payment of fifty percent (50%) of Total Contract Price has been made, Owner shall withhold such amounts necessary so the total retainage is equal to five percent (5%) of the Total Contract Price.

- 5.1.3 In the event the Contractor makes only one application for payment upon substantially completing the Work, progress payment will be made in an amount equal to ninety-five percent (95%) of the Work completed. Owner shall withhold five percent (5%) of the work completed as retainage, said retainage to be paid in accordance with the provisions of Paragraph 5.3, Final Payment.
- 5.1.4 Should amounts owed by the Contractor to the City for any goods, services, licenses, permits or any other item or purpose remain unpaid beyond the City's general credit policy, those amounts may be deducted from the payment being made by the City to the Contractor pursuant to this agreement.
- 5.2 OWNER may withhold progress payments if CONTRACTOR fails to submit an updated progress schedule with the application for payment as detailed in Section 01310 Progress Schedules.
- 5.3 Final Payment. Upon final completion and acceptance of the Work in accordance with Article 14 of the General Conditions, Engineer shall recommend payment and present Contractor's Final Application for Payment to the City. Pursuant to Wyoming State Statutes, final payment cannot be made until forty-one (41) days after publication of the first Notice of Completion.

#### ARTICLE 6. WITHHELD FUNDS.

Pursuant to Wyoming Statutes Section 16-6-701 et seq., withheld percentages for Contracts exceeding twenty-five thousand dollars (\$25,000.00) will be retained in an account in the name of the Contractor (except when specifically waived in writing by Contractor) which has been assigned to the Owner until the Contract is completely, satisfactorily, and finally accepted by the Owner. Unless a depository is designated by the Contractor in a written attachment hereto, the Contractor's signature hereon shall act as authority for the Owner to designate a retainage depository on behalf of the Contractor, for the purposes specified in Wyoming Statutes Section 16-6-704. The Contractor's signature hereon shall act as an assignment of the depository account to the Owner, as provided by Wyoming Statutes Section 16-6-701 et seq., whether the depository is designated by the Contractor or by the Owner.

#### ARTICLE 7. CONTRACTOR'S REPRESENTATIONS.

In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

- 7.1 Contractor has familiarized himself with the nature and extent of the Contract documents, Work, locality, and with all local conditions and federal, state, and local Laws and Regulations that in any manner may affect cost, progress, or performance of the Work.



- 7.2 Contractor has studied carefully all reports of investigations and test of subsurface and latent physical conditions at the site or otherwise affecting cost, progress, or performance of the Work which were relied upon by Engineer in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.
- 7.3 Contractor has made or caused to be made examinations, investigations, and test and studies as he deems necessary for the performance of the Work at the Contract price, within the Contract Time, and in accordance with the other terms and conditions of the Contract documents; and no additional examinations, investigations, tests, reports, or similar data are or will be required by Contractor for such purposes.
- 7.4 Contractor has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the terms and conditions of the Contract documents.
- 7.5 Contractor has given Engineer written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract documents and the written resolution thereof by Engineer is acceptable to Contractor.

#### ARTICLE 8. CONTRACT DOCUMENTS.

The Contract documents which comprise the entire agreement between Owner and Contractor are attached to this Agreement, made a part hereof and consist of the following:

- 8.1 This Agreement (Pages SFA-1 to SFA-6, inclusive).
- 8.2 Standard Joint Account Agreement or Letter of Forfeiture waiving same.
- 8.3 Exhibit "A" – Standard Bid Form (Pages BF-1 to BF-4, inclusive) and Bid Schedule (BS-1).
- 8.4 Addenda No. 1.
- 8.5 Standard Performance and Labor and Material Payment Bonds.
- 8.6 Certificates of Insurance, of Workers' Compensation Coverage, and of Unemployment Insurance Coverage.
- 8.7 Standard General Conditions (Pages 00700-1 to 00700-42, inclusive).
- 8.8 Standard Supplementary Conditions (Pages SSC-1 to SSC-16, inclusive).
- 8.9 General Requirements, consisting of seven (7) sections.

- 8.10 Special Provisions (Section 01810, and SS-1 to SS-10, inclusive).
- 8.11 Notice of Award.
- 8.12 Notice to Proceed.
- 8.13 Minutes of the Pre-Bid Conference, if any.
- 8.14 Shop Drawings and other Submittals furnished by Contractor during performance of the Work and accepted by the Owner.
- 8.15 Any modifications, amendments, and supplements, including Change Orders, issued pursuant to Paragraphs 3.4 and 3.5 of the General Conditions, on or after the effective date of this Agreement.
- 8.16 Certificate of Substantial Completion.
- 8.17 Drawings: North Platte River Exposed Waterline Stabilization – Sheets 1 – 5

#### ARTICLE 9. GOVERNMENTAL CLAIMS ACT

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

#### ARTICLE 10. MISCELLANEOUS PROVISIONS.

Terms used in this Agreement, which are defined in the General Conditions, shall have the meanings designated in those conditions.

#### ARTICLE 11. WYOMING PREFERENCE ACT.

The labor to be performed by the Contractor under this agreement may require the Contractor to comply with the Wyoming Preference Act of 1971, as amended, W. S. § 16 – 6 – 201 et seq. It is the legal responsibility of the Contractor to determine whether the identified Act is applicable to the Contractor while performing the services/labor detailed herein. Whether the Contractor determines that the identified Act is applicable, the Contractor shall be legally obligated to comply with the identified Act in all regards while providing labor upon the project herein described. All questions relating to compliance of the Contractor under the Act should be addressed by the Contractor to:

71 Construction, Inc.  
North Platte River Exposed Waterline Stabilization  
Project No. 17-097

State of Wyoming Department of Workforce Services  
Casper Workforce Center  
851 Werner Court, Suite 120  
Casper, WY 82601  
Phone #: 307 – 234 – 4591  
Fax #: 307 – 266 – 1238  
[www.Wyomingworkforce.org](http://www.Wyomingworkforce.org)

Through execution of this contract, the Contractor certifies that if the identified Act is applicable to this project, Contractor has met, and will continue to meet all obligations incumbent upon it as set forth under the identified Act throughout the term of the project identified herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in one (1) original copy on the day and year first above written.

APPROVED AS TO FORM:

*(North Platte River Exposed Waterline Stabilization, Project 17-097)*

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

ATTEST:

CONTRACTOR:

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

OWNER:

CWRWS – JOINT POWERS BOARD

A Wyoming Joint Powers Board

By: \_\_\_\_\_

By: \_\_\_\_\_

Charles Powell

H.H. King, Jr.

Title: Secretary

Title: Board Chairman

71 Construction, Inc.  
North Platte River Exposed Waterline Stabilization  
Project No. 17-097

SFA-6

EXHIBIT "A"  
STANDARD  
BID FORM

PROJECT IDENTIFICATION: Central Wyoming Regional Water System – Joint Powers Board  
**North Platte River Exposed Waterline Stabilization**  
**Project No. 17-097**

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 Central Wyoming Regional Water System Joint Powers Board (Owner) in the form included in the Bidding Documents and to complete all Work as specified or indicated in the Bidding Documents for the Contract Price by **November 1, 2019**, and completed and ready for final payment not later than **November 15, 2019**, in accordance with the Bidding Documents.
2. Bidder accepts all of the terms and conditions of the Advertisement for Bids and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Guaranty. This Bid will remain effective for thirty (30) days after the day of Bid opening. Bidder will sign the Agreement and submit the Bonds and other documents required by the Bidding Documents within thirty (30) days after the date of the Owner's Notice of Award.
3. Notice that preferences will be granted pursuant to Wyoming Statutes Section 17-7-101, 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. <u>  1  </u>	Dated <u>November 26, 2018</u>
Addendum No. <u>                    </u>	Dated <u>                    </u>
  - 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 Owner.

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: \$348,588.71  
TOTAL BASE BID, IN WORDS: Three hundred forty-eight thousand  
dollars five hundred eighty-eight dollars and seventy-one cent DOLLARS.

6. Bidder agrees that the work for the Owner 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 Owner.)
  - B. Itemized Bid Schedule.
  - C. Copy of Certificate of Residency, if bidding as a resident.
9. Communications concerning this Bid shall be addressed to:

Address of Bidder:

P.O. Box 4600  
7072 Barton Dr.  
Casper, WY 82604

10. The terms used in this Bid are defined in and have the meanings assigned to them in the General Conditions, except as provided in the Supplementary Conditions and Bidding Documents.

Submitted on November 27, 2018.

Bidder is bidding as a RESIDENT (Insert Resident or Non-Resident)

IF BIDDER IS:

AN INDIVIDUAL

By: \_\_\_\_\_ (seal)  
(Individual's Name)

doing business as: \_\_\_\_\_

Business Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone Number: \_\_\_\_\_

A PARTNERSHIP

By: \_\_\_\_\_ (seal)  
(Firm's Name)

\_\_\_\_\_  
(General Partner)

Business Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone Number: \_\_\_\_\_

A CORPORATION OR LIMITED LIABILITY COMPANY

By: 71 CONSTRUCTION  
(Corporation's or Limited Liability Company's Name)

WYOMING  
(State of Incorporation or Organization)

By: Steve Loftis  
(Title) Pres

(Seal)  
Attest: Shelly Hunt

Business Address: 7072 Barton  
Casper, WY 82604

Phone Number: 307-235-2922

A JOINT VENTURE

By: \_\_\_\_\_ (seal)  
(Name)

\_\_\_\_\_  
(Address)

By: \_\_\_\_\_ (seal)  
(Name)

\_\_\_\_\_  
(Address)

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)



**BID SCHEDULE**  
**NORTH PLATTE RIVER EXPOSED WATERLINE STABILIZATION**  
 Project No. 17-097

Bid Date: November 27, 2018

COMPANY NAME: 71 Construction

ADDRESS: PO Box 4600  
Casper, WY 82604

Contractor shall furnish and install items as shown on the Drawings or called for in the Specifications. All costs not included in the schedule that are necessary to provide a complete, functional project as depicted in the Drawings and Specifications are to be considered incidental and merged with costs of other related bid items.

LS = Lump Sum      R&R = Remove and Replace  
 SY = Square Yard      FA = Force Account

LF = Linear Feet      F&I = Furnish and Install  
 CY = Cubic Yard      EA = Each

BASE BID SCHEDULE					
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
1	Mobilization	LS	1	34019.96	34,019.96
2	Temporary Access Road & Track-Off Rock Pad	LS	1	8000.00	8,000.00
3	Temporary Cofferdam	LS	1	21,250.00	21,250.00
4	Cut & Remove Abandoned Twin 8" Natural Gas Mains	LF	425	61.75	26,243.75
5	Cut & Remove Abandoned Twin 12" Natural Gas Mains	LF	400	52.50	21,000.00
6	F&I Imported Select Channel Fill Material	CY	1,750	49.25	86,187.50
7	F&I Imported Bank Stabilization Riprap (12"-18")	CY	250	74.50	18,625.00
8	F&I Imported Bank Fill Material	CY	2,600	42.25	109,850.00
9	F&I Imported Bank Topsoil Material	CY	150	56.00	8,400.00
10	F&I Dry-Land Seeding & Mulch (Typical Slopes)	SY	1,450	1.50	2,175.00
11	F&I River Bank Seeding & Mulch (Steep Slopes)	SY	950	0.75	712.50
12	F&I Coir Fiber Matting	SY	950	9.50	9,025.00
13	Erosion & Sedimentation Control SWPPP	LS	1	500.00	500.00
14	Erosion & Sedimentation Control Implementation	LS	1	2,600.00	2,600.00
<b>TOTAL BASE BID</b>					<b>348,588.71</b>



November 29, 2018

**MEMO TO:** H.H. King, Jr., Board Chairman

**FROM:** Andrew Beamer, P.E., Public Services Director  
Bruce Martin, Public Utilities Manager  
Scott R. Baxter, P.E., Associate Engineer

**SUBJECT:** Authorizing Change Order No. 3 with Landmark Structures I, L.P., for a price reduction of \$79,565.00 for Final Quantity Variations for the Airport Elevated Water Storage Tank, Project No. 14-48.

**Meeting Type & Date**

Regular Board Meeting  
December 18, 2018

**Action type**

Authorization

**Recommendation**

That the Central Wyoming Regional Water System Joint Powers Board authorize Change Order No. 3 with Landmark Structures I, L.P., for a price reduction of \$79,565.00 for Final Quantity Variations for the Airport Elevated Water Storage Tank, Project No. 14-48.

**Summary**

Landmark Structures I, L.P., is under contract to construct the new Airport Elevated Water Storage Tank. The 1 million gallon water tank provides the necessary added pressure to comply with regulatory requirements.

The project is complete and various bid items had quantities that were underused or overused, with a net deduction of \$79,565.00.

609 Consulting, LLC, the engineering consultant retained by the JPB to manage the construction, has reviewed the final quantities with the contractor and City Engineering staff and has recommended approval.

**Financial Considerations**

Funding for the project is from Wyoming Water Development Funds in the form of a grant for 67% with the remaining portion from Regional Water System Reserves at 33%. Two previous change orders were approved for \$11,135.85. The WWDC representative, Bill Brewer, has given approval for this change order. Change Order No. 3 will inflate the remaining contingency amount from \$140,864.15 to \$220,429.15.

**Oversight/Project Responsibility**

Scott R. Baxter, P.E., Associate Engineer, Public Services Department.

**Attachments**

Change Order No. 3 Form

609 Consulting, LLC Recommendation Letter



**CONSULTING, LLC**

**5830 East 2nd Street  
Casper, Wyoming 82609**

**Phone: 307-473-8184**

**Fax: 307-265-4672**

## **TRANSMITTAL**

**To:** Scott Baxter, PE, City of Casper Engineering Dept.

**From:** Clyde H. Dolan

**Subject:** Airport Elevated Water Storage Tank Project, Change Order No. 3

**Date:** November 29, 2018

**Copies:** Files

---

Scott, please find attached the original of Change Order No. 3 which has been signed by us and Landmark.

Please submit this change order to the Joint Powers Board for their review and approval. We recommend that this Change Order No. 3 be approved by the Board.

Once it has been approved by the Board and signed, please keep the original for the Board's files, and sent us a copy for our files. We will provide Landmark with a fully signed copy.

Sincerely,

**609 Consulting, LLC**

Clyde H. Dolan, PE

## CHANGE ORDER

No. 3

PROJECT: Airport Elevated Water Storage Tank Project, City Project No. 14-48,DATE OF ISSUANCE November 26, 2018 EFFECTIVE DATE November 26, 2018OWNER Central Wyoming Regional Water System Joint Powers BoardOWNERS Contract No. 14-48CONTRACTOR Landmark Structures I LPENGINEER 609 Consulting LLC

You are directed to make the following changes in the Contract Documents.

Description: (a) Revise the Bid Quantities.

Reason for Change Order: (a) Revise bid quantities to reflect the actual quantities installed.

Attachments: (list documents supporting change: (a) Attachments A and B.

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price \$ 2,948,000.00	Original Contract Time Substantial Completion: November 1, 2018 Ready for Final Payment: December 1, 2018 days or dates
Net changes from previous Change Orders No. 1 and 2 \$ 11,135.85	Net changes from previous Change Orders No. 1 and 2 -0- days
Contract Price prior to this Change Order \$ 2,959,135.85	Contract Time prior to this Change Order Substantial Completion: November 1, 2018 Ready for Final Payment: December 1, 2018 days or dates
Net Increase (decrease) of this Change Order \$ (79,565.00)	Net Increase (decrease) of this Change Order Substantial Completion: -0- days Ready for Final Payment: -0- days
Contract Price with all approved Change Orders \$ 2,879,570.85	Contract Times with all approved Change Order Substantial Completion: November 1, 2018 Ready for Final Payment: December 1, 2018 days or dates

RECOMMENDED:

By: [Signature] P.E.  
Engineer (Authorized Signature)Date: Nov 26, 2018

APPROVED:

By: \_\_\_\_\_  
Owner (Authorized Signature)

Date: \_\_\_\_\_

ACCEPTED:

By: [Signature]  
Contractor (Authorized Signature)Date: 11/29/2018

**Central Wyoming Regional Water Supply Joint Powers Board  
Airport Elevated Water Storage Tank Project  
Project No. 14-48  
Project Over and Under Runs  
Attachment A, Change Order No. 3**

Bid Schedule B, Composite Elevated Welded Steel Tank							
Bid Item Number	Description	Bid Quantity	Unit	Unit Bid Amount	Final Quantity	Over run or Under run	Change in Value
B-1	Mobilization and Bonds	1	LS	\$ 100,000.00	1.0	0.0	\$ -
B-2	Traffic Control	1	LS	5,000.00	1.0	0.0	\$ -
B-3	Utility Locate	5	EA	400.00	1.0	-4.0	\$ (1,600.00)
B-4	Demolition of Existing Standpipe	1	LS	60,000.00	1.0	0.0	\$ -
B-5	Tank Foundation	1	LS	140,000.00	1.0	0.0	\$ -
B-6	Tank Underground Piping	1	LS	15,000.00	1.0	0.0	\$ -
B-7	Splash Box with Grating	1	LS	19,800.00	1.0	0.0	\$ -
B-8	1MG Elev. Comp. Welded Steel Tank	1	LS	1,848,000.00	1.0	0.0	\$ -
B-9	Interior Coating System (Wet)	1	LS	100,000.00	1.0	0.0	\$ -
B-10	Interior Coating System (Dry)	1	LS	1,000.00	1.0	0.0	\$ -
B-11	Exterior Coating System	1	LS	100,000.00	1.0	0.0	\$ -
B-12	Furnish and Install Tank Mixing System	1	LS	34,000.00	1.0	0.0	\$ -
B-13	Electrical Service	1	LS	5,000.00	1.0	0.0	\$ -
B-14	Tank Electrical	1	LS	65,000.00	1.0	0.0	\$ -
B-15	Tank Controls and Instrumentation	1	LS	10,000.00	1.0	0.0	\$ -
B-16	Chain Link Fencing and Gates	330	LF	40.00	288.0	-42.0	\$ (1,680.00)
B-17	Site Grading, Shaping	1	LS	15,000.00	1.0	0.0	\$ -
B-18	Decommission Airport Standpipe	1	LS	5,000.00	0.8	-0.2	\$ (1,000.00)
B-19	Vault Improvements Airport Standpipe	1	LS	10,000.00	1.0	0.0	\$ -
CO-1-1	Increased Cost for F & P Imported Backfill	1	LS	8,330.85	1.0	0.0	\$ -
CO-1-2	Reduction in Price for Galvanized Ladders	1	LS	(7,000.00)	1.0	0.0	\$ -
CO-2-1	Guard Posts for Overflow/Drain Splash Box	1	LS	\$ 4,805.00	1.0	0.0	\$ -
<b>BID SCHEDULE B--CHANGE IN VALUE</b>							<b>\$ (4,280.00)</b>

**Central Wyoming Regional Water Supply Joint Powers Board  
Airport Elevated Water Storage Tank Project  
Project No. 14-48  
Project Over and Under Runs**

Bid Schedule C, Off-Site Work							
Bid Item Number	Description	Bid Quantity	Unit	Unit Bid Amount	Final Quantity	Over run or Under run	Change in Value
C-1	Utility Locate	5	EA	\$ 500.00	4.0	-1.0	\$ (500.00)
C-2	Connect to Existing Water Line	2	EA	3,000.00	2.0	0.0	\$ -
C-3	16-inch Inlet/Outlet Piping	1,720	LF	50.00	1741.0	21.0	\$ 1,050.00
C-4	16-inch Overflow/Drain Piping	1,560	LF	40.00	1514.0	-46.0	\$ (1,840.00)
C-5	16-inch Fitting	19	EA	2,000.00	19.0	0.0	\$ -
C-6	16-inch Gate Valve w/ Valve Box	4	EA	7,000.00	3.0	-1.0	\$ (7,000.00)
C-7	12-inch Inlet/Outlet Piping	50	LF	50.00	38.0	-12.0	\$ (600.00)
C-8	12-inch Fitting	2	EA	1,500.00	2.0	0.0	\$ -
C-9	12-inch Gate Valve w/Valve Box	4	EA	3,500.00	4.0	0.0	\$ -
C-10	Fire Hydrant Assembly	2	EA	8,000.00	2.0	0.0	\$ -
C-11	Energy Pipeline Crossing	2	EA	2,000.00	2.0	0.0	\$ -
C-12	CAID Ditch Crossing	2	EA	1,100.00	2.0	0.0	\$ -
C-13	Overflow/Drain Outlet Structure	1	LS	6,600.00	1.0	0.0	\$ -
C-14	Dechlorination Header and Diffusers	1	LS	15,000.00	1.0	0.0	\$ -
C-15	Concrete Canal Replacement	30	LF	150.00	49.0	19.0	\$ 2,850.00
C-16	Select Backfill Material	100	CY	15.00	0.0	-100.0	\$ (1,500.00)
C-17	Foundation Material	100	CY	40.00	0.0	-100.0	\$ (4,000.00)
C-18	16-Foot Wide Wire Gate	2	EA	2,000.00	2.0	0.0	\$ -
C-19	12-Foot Wide Double Chain Link Gate in Existing Fence	1	EA	3,000.00	0.0	-1.0	\$ (3,000.00)
C-20	Gravel Tank Site and 12-Foot Road	2,500	SY	5.00	2720.0	220.0	\$ 1,100.00
C-21	Seeding and Mulching	4.5	Acre	3,000.00	2.1	-2.4	\$ (7,200.00)
C-22	Valve Marker Posts	7	EA	400.00	4.0	-3.0	\$ (1,200.00)
C-23	Rip Rap	160	SY	50.00	124.0	-36.0	\$ (1,800.00)
CO-1-3	F & I Temporary Fence	1	LS	5,000.00	1.0	0.0	\$ -
<b>BID SCHEDULE C--CHANGE IN VALUE</b>							<b>\$ (23,640.00)</b>



**Project No. 14-48**  
**Project Over and Under Runs**

Bid Schedule C, Non-Eligible Work Paid By Owner							
Bid Item Number	Description	Bid Quantity	Unit	Unit Bid Amount	Final Quantity	Over run or Under run	Change in Value
D-1	F&I 3/4-inch Meter Pit and Service	1	EA	\$ 4,550.00	1.0	0.0	\$ -
D-2	Abandon Existing Shaw Service	1	LS	\$ 1,000.00	1.0	0.0	\$ -
D-3	Re-Pave Existing Roadway/Parking Lot	1,650	SY	\$ 33.00	85.0	-1565.0	\$ (51,645.00)
BID SCHEDULE D--CHANGE IN VALUE							\$ (51,645.00)
CONTRACT VALUE--TOTAL CHANGE							\$ (79,565.00)

Attachment B  
Change Order No. 3  
Central Wyoming Regional Water Supply Joint Powers Board  
Airport Elevated Water Storage Tank Project  
Project No. 14-48  
Bid Schedule Quantity Revisions

Bid Schedule B

- Bid Item B-3: Utility Locate: Decrease the Bid Quantity from 5 EA to 1 EA.
- Bid Item B-16: Chain Link Fencing and Gates: Decrease the Bid Quantity from 330 LF to 288 LF.
- Bid Item B-18: Decommission Airport Standpipe: Decrease the Bid Quantity from 1 LS to 0.8 LS.

Bid Schedule C

- Bid Item C-1: Utility Locate: Decrease the Bid Quantity from 5 EA to 4 EA.
- Bid Item C-3: 16-inch Inlet/Outlet Piping: Increase the Bid Quantity from 1,720 LF to 1,741 LF.
- Bid Item C-4: 16-inch Overflow/Drain Piping: Decrease the Bid Quantity from 1,560 LF to 1,514 LF.
- Bid Item C-6: 16-inch Gate Valve w/ Valve Box: Decrease the Bid Quantity from 4 EA to 3 EA.
- Bid Item C-7: 12-inch Inlet/Outlet Piping: Decrease the Bid Quantity from 50 LF to 38 LF.
- Bid Item C-15: Concrete Canal Replacement: Increase the Bid Quantity from 30 LF to 49 LF.
- Bid Item C-16: Select Backfill Material: Decrease the Bid Quantity from 100 CY to 0 CY.
- Bid Item C-17: Foundation Material: Decrease the Bid Quantity from 100 CY to 0 CY.
- Bid Item C-19: 12-Foot Wide Double Chain Link Gate in Existing Fence: Decrease the Bid Quantity from 1 EA to 0 EA.



Bid Item C-20: Gravel Tank Site and 12-Foot Road: Increase the Bid Quantity from 2,500 SY to 2,720 SY.

Bid Item C-21: Seeding and Mulching: Decrease the Bid Quantity from 4.5 Acres to 2.1 Acres.

Bid Item C-22: Valve Marker Posts: Decrease the Bid Item from 7 EA to 4 EA.

Bid Item C-23: Rip Rap: Decrease the Bid Quantity from 160 SY to 124 SY.

Bid Schedule D

Bid Item D-3: Re-Pave Existing Roadway/Parking Lot: Reduce the Bid Quantity from 1,650 SY to 85 SY.

COMPLETE

**Advocacy & Self-Sufficiency**

**Aspen Creek Office Building**

800 Werner Court, Suite 201  
Casper, Wyoming 82601  
PHONE: 307-232-0124  
FAX: 307-232-0145  
E-Mail: [cap@natronacounty-wy.gov](mailto:cap@natronacounty-wy.gov)  
<http://www.capnc.org>



**12th Street HCH Clinic**

1514 East 12th Street, Suite 201  
Casper, Wyoming 82601  
PHONE: 307-235-6116  
FAX: 307-235-0249  
E-Mail: [hch@natronacounty-wy.gov](mailto:hch@natronacounty-wy.gov)  
<http://www.capnc.org/services/Clinic.html>

**COMMUNITY ACTION PARTNERSHIP OF NATRONA COUNTY AGENDA**  
**Board of Directors Meeting**  
**Wednesday, December 12, 2018**  
**4:00 pm**  
**800 Werner Ct., Suite 352, CAPNC Conference Room**  
**Casper, WY 82601**

- I. AGENCY PROGRAM PRESENTATION
  - a. Lily Patton, Housing First Program Manager
- II. MINUTES
  - a. Approval of Minutes of November 28, 2018 Board Meeting
- III. BUSINESS
  - a. Strategic Plan:
    - Plan Overview
    - Executive Director Position
    - Board: Composition, Bylaws, Training, Packets & Calendar
  - b. CAP Audit 2017
- IV. FISCAL
- V. COMMITTEE REPORTS
  - a. Finance Committee
  - b. Personnel and Governance Committee
  - c. Program Planning and Development Committee
- VI. HCH REPORT
  - a. Monthly numbers
  - b. Mental health services
- IV. EXECUTIVE DIRECTOR'S REPORT
- V. ADJOURNMENT

Next Board Meeting – January 23 2019



MINUTES  
Community Action Partnership of Natrona County  
Board Meeting  
November 28, 2018

Vice Chair (Interim Chair) Erin O'Brien called the board meeting to order at 4:45 pm on November 28, 2018, in the CAPNC Conference Room.

MEMBERS PRESENT: Kristy Oster  
Micki Jaramillo  
Lonna Jones  
Erin O'Brien  
Wyoma Groenenberg  
Laura Kaehn  
Ryan Klinger (by telephone)

OTHERS PRESENT: Marilyn Dymond Wagner, Interim Executive Director  
Janice Laird, CAP Senior Financial Coordinator  
Theresa Bush, 12<sup>th</sup> Street Clinic Operations Director  
Jonathan Schmidt, RSVP Program Manager  
Regina Dodson, Community Services Program Manager,  
Wyo. Dept. of Health

RSVP PRESENTATION

Jonathan Schmidt, RSVP program manager, told the board about the Retired and Senior Volunteer Program, of which he took the helm in January 2018. Funded through grants and other funding from CAP, Natrona County's RSVP has 152 volunteers operating from 32 stations. Schmidt said there is a goal to be up to 175 Members and 40 stations at the end of the grant cycle. RSVP will soon expand into Converse County. Volunteers must fill out an application and obtain orientation to become part of RSVP, he said.

MINUTES:

The minutes of the October 31, 2018, board meeting were presented. Lonna Jones made a motion to approve the minutes with a change; Micki Jaramillo seconded. The motion was unanimously carried.

BUSINESS:

- After a strategic planning session preceding this board member, the board asked for a board calendar and learned they must track their volunteer hours. To stay onboard with CSBG standards, Regina Dodson noted that the board orientation manual must be updated (Wyoma Groenenberg offered to help) and the bylaws reviewed annually.

FISCAL REPORT:

No discrepancies were found in the financial report. Lonna Jones made a motion to approve the October 2018 Fiscal Report. It was seconded by Kristy Oster. Motion was unanimously carried.

## COMMITTEE REPORTS:

Finance Committee – Noted above.

Personnel and Governance – Ivonne Chavez, TANF representative and client advocate at CAP, accepted a position with Seton House. Brittany Fleming, will start her first job as a social worker at CAP on December 17.

Program Planning and Development Committee – Members scheduled a luncheon with Brad Hopkins with the Central Wyoming Rescue Mission to brainstorm new ideas for a fundraiser.

## 12<sup>th</sup> STREET CLINIC:

Theresa Bush, Operations Manager, told the board that HCH's number of unduplicated patients was 699 at the end of October, which is 158 more than in 2017. That included 39 at the clinic plus 82 patients were seen at the Rescue Mission.

Thirteen clients visited during open access counseling the second week in October when they learned coping skills to help deal with issues in their lives.

Jennifer Helmer, Medical Director, will be gone from the clinic Dec. 10-27. Someone from Wyoming Family Practice will be at the clinic on Wednesdays, and the walk-in mental health program will be available.

## EXECUTIVE DIRECTOR'S REPORT:

Marilyn Dymond Wagner, Interim Executive Director, reviewed the following items:

- From Nov. 1-22, 144 individuals and families received 108 services provided with CSBG funds. Thirty-five families were able to remain in stable housing; most clients served were ages 19-54 with 13 senior citizens served. Clients included one veteran and 33 disabled people.
- Krystal Wallace and two helpers continue to do outreach, including assisting a homeless male veteran get an apartment at Life Steps with a deposit and first month's rent. Additionally, he is now employed.
- TANF funding helped 26 clients go through orientation in the last quarter, of which 18 enrolled in the Empowerment Opportunity for Success program resulting in 15 of them becoming employed.
- Housing First has 18 clients with some struggling with suicidal ideations. They are constantly being checked on for their wellness.
- SOAR recently helped four clients sign up for SSI and SSD payments.
- CAP has \$40,000 from the County to disburse to non-profits. The 2017 Needs Assessment reflects eight key indicators or needs faced by individuals/families within Natrona County. These indicators will be used to determine which non-profits will be invited to apply for monies. CAP is currently addressing six of the eight key indicators.

A motion to adjourn the meeting was made by Wyoma Groenenberg; seconded by Lonna Jones. The meeting was adjourned.

Respectfully submitted,

Wyoma Groenenberg, Secretary-Treasurer


**Community Action Partnership of Natrona County**  
**Balance Sheet**  
As of 11/30/2018

		Current Period Balance
<b>Assets</b>		
Current Assets		
Cash - Operating	1010	141,617.65
Petty Cash CAPNC	1012	100.00
Petty Cash HCH	1015	100.00
Accounts Receivable	1200	124,333.24
AR - Other	1220	0.00
Due from	1301	0.00
Due From	1400	0.00
Due from Primary Government	1401	0.00
Total Current Assets		266,150.89
Fixed Assets		
Construction In Progress	1305	0.00
Buildings and Improvements	1801	82,003.21
Machinery and Equipment	1802	185,674.73
Accum Depr-Machinery & Equipment	1803	(20,558.09)
Accumulated Depreciation -Building and Improvements	1804	(166,816.95)
Total Fixed Assets		80,302.90
Other		
Investment GFA	1890	0.00
Investment in GFA	1900	6,788.10
Deffered Outflows - Pension items	1901	248,614.27
Total Other		255,402.37
Total Assets		601,856.16
<b>Liabilities</b>		
Current Liabilities		
Accounts Payable	2010	53,381.08
Fed Withholding Payable	2040	0.00
FUTA Payable	2041	151.83
FICA Payable	2042	0.00
Retirement Payable	2043	0.00
Payroll Insurance Payable	2044	1,571.68
Garnishments Payables	2050	0.00
SUTA Payable	2051	496.25
Workers Compensation Payable	2052	1,976.98
Accrued Payroll	2055	0.00
Due To	2101	1,133.33
S-T accrued vaction/sick leave	2150	7,116.87
L-T accrued vacation/sick leave	2151	33,099.09
Due To	2400	0.00
Net pension laibility	2600	1,049,685.65
Deffered inflow	2610	26,890.15
Total Current Liabilities		1,175,502.91
Other Liabilities		
Capital Leases PayAble	2020	10,562.67
Capital Leases-Current Portion	2021	3,254.00
Total Other Liabilities		13,816.67
Total Liabilities		1,189,319.58

**Community Action Partnership of Natrona County**  
**Balance Sheet**  
As of 11/30/2018

		Current Period Balance
Net Assets		
Prior Year Fund Balance		
Fund Balance	3000	(723,291.04)
Total Prior Year Fund Balance		(723,291.04)
Net Income		
		135,827.62
Total Net Income		135,827.62
Total Net Assets		(587,463.42)
Liabilities and Net Assets		601,856.16

# VOUCHER

Return To: <b>COMMUNITY ACTION PARTNERSHIP OF NATRONA COUNTY</b> 800 Werner Court, Suite 201 Casper WY 82601		Invoice ID Date 12/5/2018 Account Number Grant # Department # Program # Authorized By:
Name and Address of Claimant Jaime Hornecker 13200 Garbutt Road Casper, WY 82604		

**PLEASE NOTE:**  
**COMMUNITY ACTION PARTNERSHIP OF NATRONA COUNTY**  
**IS A DEPARTMENT OF NATRONA COUNTY, WYOMING GOVERNMENT**  
**DO NOT INCLUDE LOCAL OR STATE OR FEDERAL TAXES ON YOUR BILL**

Date of Purchase	Firms Invoice No.	Description of Supplies or Services	Rec'd.	Quantity	Unit Price	Amount
Nov '18		Pharmacist Services - HCH		32	\$65/hr	\$2,080
CAPNC Bookkeeper				TOTAL BILL		2,080.00
Date and sign certificate below as claimant and return to address shown.				TOTAL TO PAY		2,080.00

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

Date December 5, 20 18 Signed Jaime R. Hornecker Claimant  
 Please sign and return original

Community Action Partnership of Natrona County Authorization		
Executive Director Approval	Date	Check #
Board Officer Approval (If Applicable)	Date	Amount
Board Officer Approval (If Applicable)	Date	Date

Hours for Pharmacist Service - Jaime Hornecker, PharmD, BCPS, CDE

Date	Hours
11/1/2018	4
11/6/2018	4
11/8/2018	4
11/13/2018	4
11/15/2018	4
11/19/2018	4
11/27/2018	4
11/29/2018	4

Total hours: 32



**Community Action Partnership of Natrona County**  
Aged Receivables by Due Date - Aged Receivables  
Aging Date - 11/30/2018  
From 7/1/2001 Through 11/30/2018

Customer ID	Customer Name	Invoice Number	Due Date	Current	1 - 30 Days Past Due	31 - 60 Days Past Due	61 - 90 Days Past Due	Over 90 Days Past Due	Total
City of Casper	City of Casper On...	033118	5/30/2018	0.00	0.00	0.00	0.00	(69,734.30)	(69,734.30)
City of Casper		CITY	5/30/2018	0.00	0.00	0.00	0.00	69,734.30	69,734.30
City of Casper		CITY-14	7/30/2018	0.00	0.00	0.00	0.00	(64,257.29)	(64,257.29)
City of Casper		cityfinal	7/30/2018	0.00	0.00	0.00	0.00	68,732.62	68,732.62
Total City of Casper	City of Casper On...			0.00	0.00	0.00	0.00	4,475.33	4,475.33
CSBG	Community Servic...	ADJCSBG	11/30/2018	0.05	0.00	0.00	0.00	0.00	0.05
CSBG		CSBG103118	10/31/2018	0.00	(9,363.28)	0.00	0.00	0.00	(9,363.28)
CSBG		CSBG113018	12/30/2018	60,146.17	0.00	0.00	0.00	0.00	60,146.17
Total CSBG	Community Servic...			60,146.22	(9,363.28)	0.00	0.00	0.00	50,782.94
ESG	Dept. Family Servi...	ESG113018	12/30/2018	4,483.56	0.00	0.00	0.00	0.00	4,483.56
Total ESG	Dept. Family Servi...			4,483.56	0.00	0.00	0.00	0.00	4,483.56
HUD-SHP	Housing and Urba...	HUD113018	12/10/2018	7,929.00	0.00	0.00	0.00	0.00	7,929.00
Total HUD-SHP	Housing and Urba...			7,929.00	0.00	0.00	0.00	0.00	7,929.00
Natrona County	Natrona County O...	COUNTY123...	12/30/2018	40,420.50	0.00	0.00	0.00	0.00	40,420.50
Total Natrona County	Natrona County O...			40,420.50	0.00	0.00	0.00	0.00	40,420.50
PATH	PATH GRANT	PATH093018	10/30/2018	0.00	0.00	8,028.88	0.00	0.00	8,028.88
PATH		PATHROUND...	9/30/2018	0.00	0.00	0.00	0.53	0.00	0.53
Total PATH	PATH GRANT			0.00	0.00	8,028.88	0.53	0.00	8,029.41
RSVP	National Corporati...	RSVP113018	12/30/2018	8,212.50	0.00	0.00	0.00	0.00	8,212.50
Total RSVP	National Corporati...			8,212.50	0.00	0.00	0.00	0.00	8,212.50
Report Total				121,191.78	(9,363.28)	8,028.88	0.53	4,475.33	124,333.24

**Community Action Partnership of Natrona County**  
Aged Payables by Invoice Date - Outstanding Payables  
Aging Date - 11/30/2018  
From 7/1/2015 Through 11/30/2018

Vendor ID	Vendor Name	Invoice Date	Invoice Number	Total	Current	1 - 30 Days Past Due	31 - 60 Days Past Due	61 - 90 Days Past Due	Over 90 Days Past Due
AtlasOffice	Atlas Office Products, Inc	11/26/2018	43198	509.28	0.00	509.28	0.00	0.00	0.00
BHE	Black Hills Energy	11/6/2018	BHE/CREYN...	189.00	0.00	189.00	0.00	0.00	0.00
BigBroBigsis	Greater Wyoming Big Brothers Big Sisters	9/30/2018	BBBS/093018	5,005.67	0.00	0.00	0.00	5,005.67	0.00
Cardmember	Cardmember Services	9/30/2018	TANF093018-1	380.70	0.00	0.00	0.00	380.70	0.00
		9/27/2018	cardm/aspruell	100.00	0.00	0.00	0.00	100.00	0.00
		10/9/2018	92618	50.00	0.00	0.00	50.00	0.00	0.00
		10/12/2018	101218HCH	233.63	0.00	0.00	233.63	0.00	0.00
		10/16/2018	5500000139...	2.00	0.00	0.00	2.00	0.00	0.00
		10/18/2018	101818-1	10.86	0.00	0.00	10.86	0.00	0.00
		10/18/2018	101818/WAL...	95.85	0.00	0.00	95.85	0.00	0.00
		10/30/2018	103018	279.16	0.00	0.00	279.16	0.00	0.00
		10/30/2018	103018-1	716.62	0.00	0.00	716.62	0.00	0.00
		11/1/2018	CARD/DF	120.00	0.00	120.00	0.00	0.00	0.00
		11/1/2018	CSWS/46919	80.00	0.00	80.00	0.00	0.00	0.00
		11/1/2018	N60020130	2.00	0.00	2.00	0.00	0.00	0.00
		11/8/2018	CARD/JCASH	76.77	0.00	76.77	0.00	0.00	0.00
		11/13/2018	CARD/CSBG-1	115.53	0.00	115.53	0.00	0.00	0.00
		11/14/2018	140785400	2.00	0.00	2.00	0.00	0.00	0.00
		11/16/2018	CARD/11618	98.52	0.00	98.52	0.00	0.00	0.00
		11/21/2018	CHA/112118...	550.00	0.00	550.00	0.00	0.00	0.00
CASHOUSING	CASPER HOUSING AUTHORITY	11/21/2018	CHA/112118...	550.00	0.00	550.00	0.00	0.00	0.00
CityCspFin	City of Casper - Business Services-Finance Division	11/8/2018	CCASPER/11...	88.31	0.00	88.31	0.00	0.00	0.00
ClimbWyo	CLIMB Wyoming	9/30/2018	CLIMB093018	7,640.79	0.00	0.00	0.00	7,640.79	0.00
CollingTim	Timothy P Colling	11/21/2018	TCOLLING/1...	400.00	0.00	400.00	0.00	0.00	0.00
Colonial Life	Colonial Life	11/30/2018	COLONIAL/1...	70.87	70.87	0.00	0.00	0.00	0.00
Conquistador	Conquistador Apartments	11/8/2018	CONQUISTO...	700.00	0.00	700.00	0.00	0.00	0.00
Cottonwood	Cottonwood Estates I	11/21/2018	COTTONWO...	350.00	0.00	350.00	0.00	0.00	0.00
COYLE	KIM COYLE	11/26/2018	COTTONWO...	485.00	0.00	485.00	0.00	0.00	0.00
		11/14/2018	COYLE/1114...	400.00	0.00	400.00	0.00	0.00	0.00

**Community Action Partnership of Natrona County**  
Aged Payables by Invoice Date - Outstanding Payables  
Aging Date - 11/30/2018  
From 7/1/2015 Through 11/30/2018

Vendor ID	Vendor Name	Invoice Date	Invoice Number	Total	Current	1 - 30 Days Past Due	31 - 60 Days Past Due	61 - 90 Days Past Due	Over 90 Days Past Due
CsprRentalA...	Casper Rental Agency - Serge M D/Elia	8/3/2018	cha/0801318...	658.00	0.00	0.00	0.00	0.00	658.00
		11/21/2018	CRA/112118...	600.00	0.00	600.00	0.00	0.00	0.00
		12/1/2018	CRA/120118	(500.00)	(500.00)	0.00	0.00	0.00	0.00
		12/1/2018	CRA/120118-1	(3,925.00)	(3,925.00)	0.00	0.00	0.00	0.00
		12/1/2018	CRA/120118-2	(1,875.00)	(1,875.00)	0.00	0.00	0.00	0.00
		11/30/2018	FRIENDS113...	100.00	100.00	0.00	0.00	0.00	0.00
FriendsCAP	Friends of Community Action Partnership of Natrona County								
GailGarden	Gail Gardens Ltd	11/30/2018	GAILGARDE...	231.00	231.00	0.00	0.00	0.00	0.00
Good	Sharlye Good	11/21/2018	SDOOD/112...	500.00	0.00	500.00	0.00	0.00	0.00
GrimshawIn-1	Grimshaw Investments	8/2/2018	WYO/NATL/0...	550.00	0.00	0.00	0.00	0.00	550.00
		8/3/2018	GRIMSHAW/...	400.00	0.00	0.00	0.00	0.00	400.00
HAID'S	HAID'S PLUMBING	11/30/2018	HAIDS/1130...	85.00	85.00	0.00	0.00	0.00	0.00
Highland	Highland Property Management Inc / Prairie Sage Apts	11/9/2018	HIGHLAND/1...	715.00	0.00	715.00	0.00	0.00	0.00
NATCOAIRP ...	CASPER/NATRONA COUNTY INTERNATIONAL AIRPORT	11/16/2018	CNLA/11161...	185.00	0.00	185.00	0.00	0.00	0.00
NatCobenTr	Natrona County Benefit Trust	11/30/2018	HEALTH/EM...	2,674.75	2,674.75	0.00	0.00	0.00	0.00
NAVARRO	Jackie Navarro	11/30/2018	HEALTH/EM...	13,414.00	13,414.00	0.00	0.00	0.00	0.00
Nolasco,	Pamela Nolasco	11/30/2018	navarro	254.99	254.99	0.00	0.00	0.00	0.00
Pamela		11/26/2018	nolasco/112...	600.00	0.00	600.00	0.00	0.00	0.00
PhippsGary	Gary and Debbie Phipps DBA Phipps Apartments	11/14/2018	PHIPPS/1114...	700.00	0.00	700.00	0.00	0.00	0.00
PhippsJohn	John Phipps - Rentals	12/1/2018	HNB/120118	(4,004.00)	(4,004.00)	0.00	0.00	0.00	0.00
		12/1/2018	PHIPPS/1201...	(572.00)	(572.00)	0.00	0.00	0.00	0.00

**Community Action Partnership of Natrona County**  
Aged Payables by Invoice Date - Outstanding Payables  
Aging Date - 11/30/2018  
From 7/1/2015 Through 11/30/2018

Vendor ID	Vendor Name	Invoice Date	Invoice Number	Total	Current	1 - 30 Days Past Due	31 - 60 Days Past Due	61 - 90 Days Past Due	Over 90 Days Past Due
REMAX	BARNARD REAL ESTATE dba REMAX THE GROUP	11/27/2018	REMAX/1127...	500.00	0.00	500.00	0.00	0.00	0.00
RiversideMob	Riverside Mobile Home Park	11/9/2018	RIVERSIDE/...	600.00	0.00	600.00	0.00	0.00	0.00
RockyMntPw	Rocky Mountain Power	11/2/2018	RMP/110218...	172.00	0.00	172.00	0.00	0.00	0.00
SelfHelpCnt SKYLINE SNPROP	Self Help Center Skyline Towers, Inc SN PROPERTIES FUNDING V ASPEN LLC/ ASPEN MOBILE HOME PARK	11/30/2018 11/11/2018 11/26/2018 11/16/2018	RMP/113018... selfhelp1119... SKYLINE/11... ASPEN/1116...	95.99 1,760.00 384.00 550.00	95.99 0.00 0.00 0.00	0.00 1,760.00 384.00 550.00	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00
StaplesCre	Staples Credit Plan	11/16/2018 6/1/2018 7/12/2018 10/16/2018 10/30/2018 11/16/2018 7/16/2018 11/29/2018 11/30/2018	ASPENDR/CB... 2067375861 17104 46110 71619 51384 31992 87447 W1853773	550.00 41.94 64.28 103.95 298.15 108.51 (39.89) 1,371.00 378.10	0.00 0.00 0.00 0.00 0.00 0.00 (39.89) 0.00 378.10	550.00 0.00 0.00 0.00 0.00 108.51 0.00 1,371.00 0.00	0.00 0.00 0.00 103.95 298.15 0.00 0.00 0.00	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00	0.00 41.94 64.28 0.00 0.00 0.00 0.00 0.00 0.00
TeamNetwor WASHINGTON	Team Networks WASHINGTON NATIONAL	11/30/2018	W1853773	378.10	378.10	0.00	0.00	0.00	0.00
WyomNatLLC	Wyoming National LLC	1/2/2018	GRIMSHAW/...	682.00	0.00	0.00	0.00	0.00	682.00
WyomRetiresy...	Wyoming Retirement System	5/29/2018 11/30/2018	GRIMSHAW/... RET/113018	1,100.00 12,270.20	0.00 12,270.20	0.00 0.00	0.00 0.00	0.00 0.00	1,100.00 0.00
Report Total				50,534.53	18,659.01	13,461.92	1,790.22	13,127.16	3,496.22

+ 2908.55  
- 62.00  
53,381.08

**Community Action Partnership of Natrona County**  
**Statement of Revenues and Expenditures - CSBG FY 18-19 - Unposted Transactions Included In Report**  
**From 10/1/2018 Through 11/30/2018**

		<u>Current Period</u>	<u>Total Budget - Original</u>	<u>Total Budget Variance - Original</u>	<u>Percent Total Budget Remaining</u>
<b>Revenue</b>					
5101	CSBG	97,208.81	0.00	97,208.81	0.00%
	<b>Total Revenue</b>	<u>97,208.81</u>	<u>0.00</u>	<u>97,208.81</u>	<u>0.00%</u>
<b>Expenses</b>					
7010	Salaries	26,426.27	195,881.00	169,454.73	86.50%
7020	Retirement	3,720.41	27,305.87	23,585.46	86.37%
7021	Social Security Match	1,528.26	12,145.18	10,616.92	87.41%
7022	Medicare Match	357.44	2,840.91	2,483.47	87.41%
7023	Employee Medical Insurance	6,702.50	53,810.03	47,107.53	87.54%
7024	Unemployment Insurance	52.26	1,954.71	1,902.45	97.32%
7025	Worker's Comp	208.78	1,783.30	1,574.52	88.29%
7026	Other Insurance Expense	1,936.00	0.00	(1,936.00)	0.00%
7105	Travel -- In State	362.04	1,500.00	1,137.96	75.86%
7110	Travel Expense -- Out of State	0.00	4,155.00	4,155.00	100.00%
7130	Staff Development	191.62	0.00	(191.62)	0.00%
7140	Office Supplies	1,395.80	8,000.00	6,604.20	82.55%
7145	Printing/Duplicating	412.35	2,300.00	1,887.65	82.07%
7146	Postage	393.46	1,300.00	906.54	69.73%
7160	Dues/Licensing	247.00	0.00	(247.00)	0.00%
7165	Publications	0.00	5,000.00	5,000.00	100.00%
7170	Telephone	1,076.13	5,318.00	4,241.87	79.76%
7180	Internet	239.94	1,200.00	960.06	80.00%
7200	Office Rent	7,901.80	48,000.00	40,098.20	83.53%
7240	Repair/Maintenance/Equ... Contracts	3,159.79	3,600.00	440.21	12.22%
7520	Pharmacy	22.14	0.00	(22.14)	0.00%
7580	Client Transportation	618.26	0.00	(618.26)	0.00%
7590	Food Assistance	5,108.42	0.00	(5,108.42)	0.00%
7600	Emergency Rent/Mortgage	30,308.49	0.00	(30,308.49)	0.00%
7610	Emergency Utilities	3,521.25	0.00	(3,521.25)	0.00%
7620	Emergency Motel/Shelter	(20.84)	0.00	20.84	0.00%
7640	Self-Sufficiency	1,339.24	0.00	(1,339.24)	0.00%
7700	Contractual Services	0.00	181,017.00	181,017.00	100.00%
	<b>Total Expenses</b>	<u>97,208.81</u>	<u>557,111.00</u>	<u>459,902.19</u>	<u>82.55%</u>
	<b>Net Revenue Over Expenditures</b>	<u>0.00</u>	<u>(557,111.00)</u>	<u>557,111.00</u>	<u>(100.00)%</u>

**Community Action Partnership of Natrona County**  
**Statement of Revenues and Expenditures - County Grant FY 19 - Unposted Transactions Included In Report**  
**From 7/1/2018 Through 11/30/2018**

		<u>Current Period</u>	<u>Total Budget - Original</u>	<u>Total Budget Variance - Original</u>
<b>Revenue</b>				
6800	County General Fund	53,123.00	106,246.00	(53,123.00)
6810	County 1 Percent	<u>27,718.00</u>	<u>55,436.00</u>	<u>(27,718.00)</u>
	<b>Total Revenue</b>	<u>80,841.00</u>	<u>161,682.00</u>	<u>(80,841.00)</u>
<b>Expenses</b>				
7010	Salaries	29,652.01	55,578.00	25,925.99
7020	Retirement	4,453.01	6,299.00	1,845.99
7021	Social Security Match	1,800.89	3,448.00	1,647.11
7022	Medicare Match	421.16	808.00	386.84
7023	Employee Medical Insurance	5,758.30	8,403.00	2,644.70
7024	Unemployment Insurance	145.63	545.00	399.37
7025	Worker's Comp	234.24	359.00	124.76
7026	Other Insurance Expense	3,872.00	0.00	(3,872.00)
7130	Staff Development	4,000.00	6,996.00	2,996.00
7140	Office Supplies	(43.96)	700.00	700.00
7150	Software	0.00	500.00	500.00
7240	Repair/Maintenance/Equipment Contracts	0.00	500.00	500.00
7600	Emergency Rent/Mortgage	1,572.00	37,546.00	35,974.00
7700	Contractual Services	<u>0.00</u>	<u>40,000.00</u>	<u>40,000.00</u>
	<b>Total Expenses</b>	<u>51,865.28</u>	<u>161,682.00</u>	<u>109,772.76</u>
	<b>Net Revenue Over Expenditures</b>	<u>28,975.72</u>	<u>0.00</u>	<u>28,931.76</u>

**Community Action Partnership of Natrona County**  
**Statement of Revenues and Expenditures - ESG FY 18-19 - Unposted Transactions Included In Report**  
**From 7/1/2018 Through 11/30/2018**

		<u>Current Period</u>	<u>Total Budget - Original</u>	<u>Total Budget Variance - Original</u>	<u>Percent Total Budget Remaining</u>
<b>Revenue</b>					
5190	Emergency Shelter Grant	<u>64,512.13</u>	<u>148,164.07</u>	<u>(83,651.94)</u>	<u>(56.45)%</u>
	<b>Total Revenue</b>	<u>64,512.13</u>	<u>148,164.07</u>	<u>(83,651.94)</u>	<u>(56.46)%</u>
<b>Expenses</b>					
7010	Salaries	3,047.03	2,152.90	(894.13)	(41.53)%
7020	Retirement	268.34	302.00	33.66	11.14%
7021	Social Security Match	174.16	134.00	(40.16)	(29.97)%
7022	Medicare Match	40.70	32.00	(8.70)	(27.18)%
7023	Employee Medical Insurance	623.20	362.00	(261.20)	(72.15)%
7024	Unemployment Insurance	38.88	0.00	(38.88)	0.00%
7025	Worker's Comp	17.69	17.10	(0.59)	(3.45)%
7140	Office Supplies	0.00	1,000.00	1,000.00	100.00%
7605	Homeless Prevention Rent	32,172.14	33,797.00	1,624.86	4.80%
7606	Street Outreach	254.99	27,235.37	26,980.38	99.06%
7607	Rapid Re-Housing Rent	16,120.00	19,766.00	3,646.00	18.44%
7700	Contractual Services	<u>8,810.00</u>	<u>63,365.70</u>	<u>54,555.70</u>	<u>86.09%</u>
	<b>Total Expenses</b>	<u>61,567.13</u>	<u>148,164.07</u>	<u>86,596.94</u>	<u>58.45%</u>
	<b>Net Revenue Over Expenditures</b>	<u>2,945.00</u>	<u>0.00</u>	<u>2,945.00</u>	<u>0.00%</u>

**Community Action Partnership of Natrona County**  
**Statement of Revenues and Expenditures - HCH FY 18-19 - Unposted Transactions Included In Report**  
From 3/1/2018 Through 11/30/2018

		Current Period	Total Budget - Original	Total Budget Variance - Original	Percent Total Budget Remaining
<b>Revenue</b>					
5110	HCH Grant	712,612.53	1,042,184.00	(329,571.47)	(31.62)%
	<b>Total Revenue</b>	<u>712,612.53</u>	<u>1,042,184.00</u>	<u>(329,571.47)</u>	<u>(31.62)%</u>
<b>Expenses</b>					
7010	Salaries	316,422.43	483,524.00	167,101.57	34.55%
7020	Retirement	43,368.18	67,693.00	24,324.82	35.93%
7021	Social Security Match	18,558.33	29,979.00	11,420.67	38.09%
7022	Medicare Match	4,340.14	7,011.00	2,670.86	38.09%
7023	Employee Medical Insurance	73,994.26	105,021.00	31,026.74	29.54%
7024	Unemployment Insurance	3,020.44	3,958.00	937.56	23.68%
7025	Worker's Comp	2,499.68	4,400.00	1,900.32	43.18%
7026	Other Insurance Expense	8,076.54	5,000.00	(3,076.54)	(61.53)%
7050	Temporary Staff	10,803.75	0.00	(10,803.75)	0.00%
7105	Travel -- In State	1,041.08	2,555.00	1,513.92	59.25%
7110	Travel Expense -- Out of State	1,157.47	8,000.00	6,842.53	85.53%
7130	Staff Development	2,977.90	3,000.00	22.10	0.73%
7140	Office Supplies	8,634.99	12,000.00	3,365.01	28.04%
7145	Printing/Duplicating	2,079.55	4,140.00	2,060.45	49.76%
7146	Postage	1,703.40	500.00	(1,203.40)	(240.68)%
7150	Software	588.90	23,600.00	23,011.10	97.50%
7155	Advertising	379.00	0.00	(379.00)	0.00%
7160	Dues/Licensing	1,986.25	4,000.00	2,013.75	50.34%
7170	Telephone	3,332.32	3,500.00	167.68	4.79%
7180	Internet	719.82	725.00	5.18	0.71%
7200	Office Rent	32,348.97	41,200.00	8,851.03	21.48%
7210	Janitorial	4,706.45	5,700.00	993.55	17.43%
7230	Bio-Hazard	462.00	600.00	138.00	23.00%
7240	Repair/Maintenance/Equ... Contracts	41,384.21	25,000.00	(16,384.21)	(65.53)%
7251	Office Equipment/Furniture	0.00	6,868.00	6,868.00	100.00%
7500	Mental Health-Substance Abuse	29,440.00	46,320.00	16,880.00	36.44%
7510	Lab	150.00	11,990.00	11,840.00	98.74%
7511	X-Ray	6,768.15	14,500.00	7,731.85	53.32%
7520	Pharmacy	13,629.31	20,000.00	6,370.69	31.85%
7530	Medical Supplies	10,187.77	10,000.00	(187.77)	(1.87)%
7540	Dental	7,110.00	15,000.00	7,890.00	52.60%
7550	Vision	10,402.24	19,000.00	8,597.76	45.25%
7560	Medical Supervision	175.00	3,000.00	2,825.00	94.16%
7570	Specialty Medical	10,123.90	12,000.00	1,876.10	15.63%
7580	Client Transportation	1,841.25	2,400.00	558.75	23.28%
7700	Contractual Services	47,885.00	40,000.00	(7,885.00)	(19.71)%
	<b>Total Expenses</b>	<u>722,298.68</u>	<u>1,042,184.00</u>	<u>319,885.32</u>	<u>30.69%</u>
	<b>Net Revenue Over Expenditures</b>	<u>(9,686.15)</u>	<u>0.00</u>	<u>(9,686.15)</u>	<u>0.00%</u>



**Community Action Partnership of Natrona County**  
**Statement of Revenues and Expenditures - PATH 18-19 - Unposted Transactions Included In Report**  
**From 9/1/2018 Through 11/30/2018**

		<u>Current Period</u>	<u>Total Budget - Original</u>	<u>Total Budget Variance - Original</u>	<u>Percent Total Budget Remaining</u>
<b>Revenue</b>					
5116	PATH	8,028.88	0.00	8,028.88	0.00%
6545	National Health Service Corp	8,212.50	0.00	8,212.50	0.00%
	<b>Total Revenue</b>	<u>16,241.38</u>	<u>0.00</u>	<u>16,241.38</u>	<u>0.00%</u>
<b>Expenses</b>					
7010	Salaries	11,567.11	53,527.00	41,959.89	78.39%
7020	Retirement	1,631.74	6,444.00	4,812.26	74.67%
7021	Social Security Match	680.75	2,866.00	2,185.25	76.24%
7022	Medicare Match	159.20	670.00	510.80	76.23%
7023	Employee Medical Insurance	2,626.35	3,786.00	1,159.65	30.62%
7024	Unemployment Insurance	6.87	528.00	521.13	98.69%
7025	Worker's Comp	91.40	421.00	329.60	78.28%
7026	Other Insurance Expense	700.00	700.00	0.00	0.00%
7105	Travel -- In State	89.93	1,221.00	1,131.07	92.63%
7110	Travel Expense -- Out of State	0.00	761.00	761.00	100.00%
7130	Staff Development	0.00	500.00	500.00	100.00%
7140	Office Supplies	0.00	400.00	400.00	100.00%
7146	Postage	33.33	0.00	(33.33)	0.00%
7170	Telephone	0.00	400.00	400.00	100.00%
7200	Office Rent	753.34	4,520.00	3,766.66	83.33%
7600	Emergency Rent/Mortgage	7,341.00	33,256.00	25,915.00	77.92%
9010	Miscellaneous Admin. Costs	0.00	7,000.00	7,000.00	100.00%
	<b>Total Expenses</b>	<u>25,681.02</u>	<u>117,000.00</u>	<u>91,318.98</u>	<u>78.05%</u>
	<b>Net Revenue Over Expenditures</b>	<u>(9,439.64)</u>	<u>(117,000.00)</u>	<u>107,560.36</u>	<u>(91.93)%</u>

**Community Action Partnership of Natrona County**  
**Statement of Revenues and Expenditures - RSVP 18-19 - Unposted Transactions Included In Report**  
**From 7/1/2018 Through 11/30/2018**

		<u>Current Period</u>	<u>Total Budget - Original</u>	<u>Total Budget Variance - Original</u>	<u>Percent Total Budget Remaining</u>
<b>Revenue</b>					
6545	National Health Service Corp	22,581.01	98,032.00	(75,450.99)	(76.96)%
	<b>Total Revenue</b>	<u>22,581.01</u>	<u>98,032.00</u>	<u>(75,450.99)</u>	<u>(76.97)%</u>
<b>Expenses</b>					
7010	Salaries	19,750.00	46,110.00	26,360.00	57.16%
7020	Retirement	2,773.18	6,594.00	3,820.82	57.94%
7021	Social Security Match	1,224.50	2,859.00	1,634.50	57.17%
7022	Medicare Match	286.39	668.00	381.61	57.12%
7024	Unemployment Insurance	51.74	0.00	(51.74)	0.00%
7025	Worker's Comp	156.04	0.00	(156.04)	0.00%
7026	Other Insurance Expense	367.00	300.00	(67.00)	(22.33)%
7105	Travel -- In State	443.98	1,681.00	1,237.02	73.58%
7110	Travel Expense -- Out of State	832.53	2,085.00	1,252.47	60.07%
7140	Office Supplies	42.14	1,200.00	1,157.86	96.48%
7146	Postage	162.20	0.00	(162.20)	0.00%
7166	Marketing	90.00	0.00	(90.00)	0.00%
7580	Client Transportation	4,613.81	29,535.00	24,921.19	84.37%
7660	Volunteer Recognition Expenses	0.00	6,500.00	6,500.00	100.00%
9011	Meals	0.00	500.00	500.00	100.00%
	<b>Total Expenses</b>	<u>30,793.51</u>	<u>98,032.00</u>	<u>67,238.49</u>	<u>68.59%</u>
	<b>Net Revenue Over Expenditures</b>	<u>(8,212.50)</u>	<u>0.00</u>	<u>(8,212.50)</u>	<u>0.00%</u>

**Community Action Partnership of Natrona County**  
**Statement of Revenues and Expenditures - TANF FY 18-19 - Unposted Transactions Included In Report**  
**From 10/1/2018 Through 11/30/2018**

		<u>Current Period</u>	<u>Total Budget - Original</u>	<u>Total Budget Variance - Original</u>	<u>Percent Total Budget Remaining</u>
<b>Revenue</b>					
5109	TANF	0.00	95,000.00	(95,000.00)	(100.00)%
	<b>Total Revenue</b>	<u>0.00</u>	<u>95,000.00</u>	<u>(95,000.00)</u>	<u>(100.00)%</u>
<b>Expenses</b>					
7010	Salaries	5,358.05	19,800.00	14,441.95	72.93%
7020	Retirement	716.04	1,686.00	969.96	57.53%
7021	Social Security Match	330.43	1,228.00	897.57	73.09%
7022	Medicare Match	77.28	287.00	209.72	73.07%
7023	Employee Medical Insurance	377.50	5,436.00	5,058.50	93.05%
7024	Unemployment Insurance	6.85	256.00	249.15	97.32%
7025	Worker's Comp	42.33	181.00	138.67	76.61%
7140	Office Supplies	0.00	400.00	400.00	100.00%
7200	Office Rent	455.00	2,730.00	2,275.00	83.33%
7590	Food Assistance	1,000.00	0.00	(1,000.00)	0.00%
7640	Self-Sufficiency	60.00	0.00	(60.00)	0.00%
7643	Participant Class Supplies and Materials	0.00	2,486.00	2,486.00	100.00%
7644	Work Support Services and Clothing	0.00	2,516.00	2,516.00	100.00%
7645	Participant Tuition and Class Fees	0.00	9,919.00	9,919.00	100.00%
7700	Contractual Services	0.00	45,000.00	45,000.00	100.00%
9005	Other Student Needs	0.00	3,075.00	3,075.00	100.00%
	<b>Total Expenses</b>	<u>8,423.48</u>	<u>95,000.00</u>	<u>86,576.52</u>	<u>91.13%</u>
	<b>Net Revenue Over Expenditures</b>	<u>(8,423.48)</u>	<u>0.00</u>	<u>(8,423.48)</u>	<u>0.00%</u>

**Community Action Partnership of Natrona County**  
**Statement of Revenues and Expenditures - RUTH ELLBOGEN 2018 - Unposted Transactions Included In Report**  
**From 1/1/2018 Through 11/30/2018**

		<u>Current Period</u>	<u>Total Budget - Original</u>	<u>Total Budget Variance - Original</u>	<u>Percent Total Budget Remaining</u>
<b>Revenue</b>					
5165	ELLBOGEN FOUNDATION	10,000.00	0.00	10,000.00	0.00%
	<b>Total Revenue</b>	<u>10,000.00</u>	<u>0.00</u>	<u>10,000.00</u>	<u>0.00%</u>
<b>Expenses</b>					
7580	Client Transportation	54.96	0.00	(54.96)	0.00%
7600	Emergency Rent/Mortgage	3,566.00	0.00	(3,566.00)	0.00%
7610	Emergency Utilities	414.04	0.00	(414.04)	0.00%
	<b>Total Expenses</b>	<u>4,035.00</u>	<u>0.00</u>	<u>(4,035.00)</u>	<u>0.00%</u>
	<b>Net Revenue Over Expenditures</b>	<u>5,965.00</u>	<u>0.00</u>	<u>5,965.00</u>	<u>0.00%</u>

**From:** Keith McPheeters  
**Sent:** Thursday, December 13, 2018 10:26 AM  
**To:** Carter Napier; Jolene Martinez; Fleur Tremel  
**Subject:** DUI Stats by Age and Repeat Offenses

Carter,

Here is our most recent data for 2017 and 2018 YTD for the age of DUI offenders. As you can imagine, the two age groups comprising offenders in the 20s and 30s constitute the lion's share of DUI arrests.

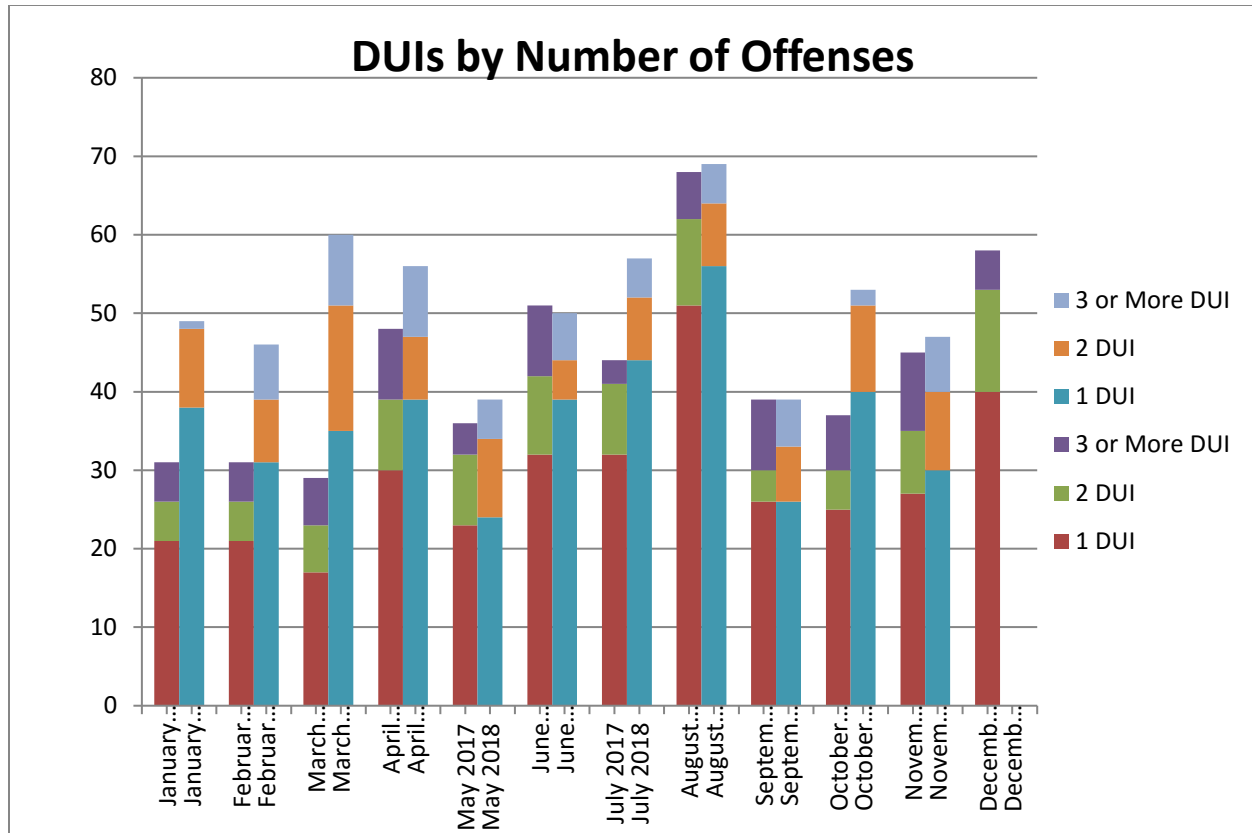
Let me know if more information is requested from Council.

Respectfully,

Keith

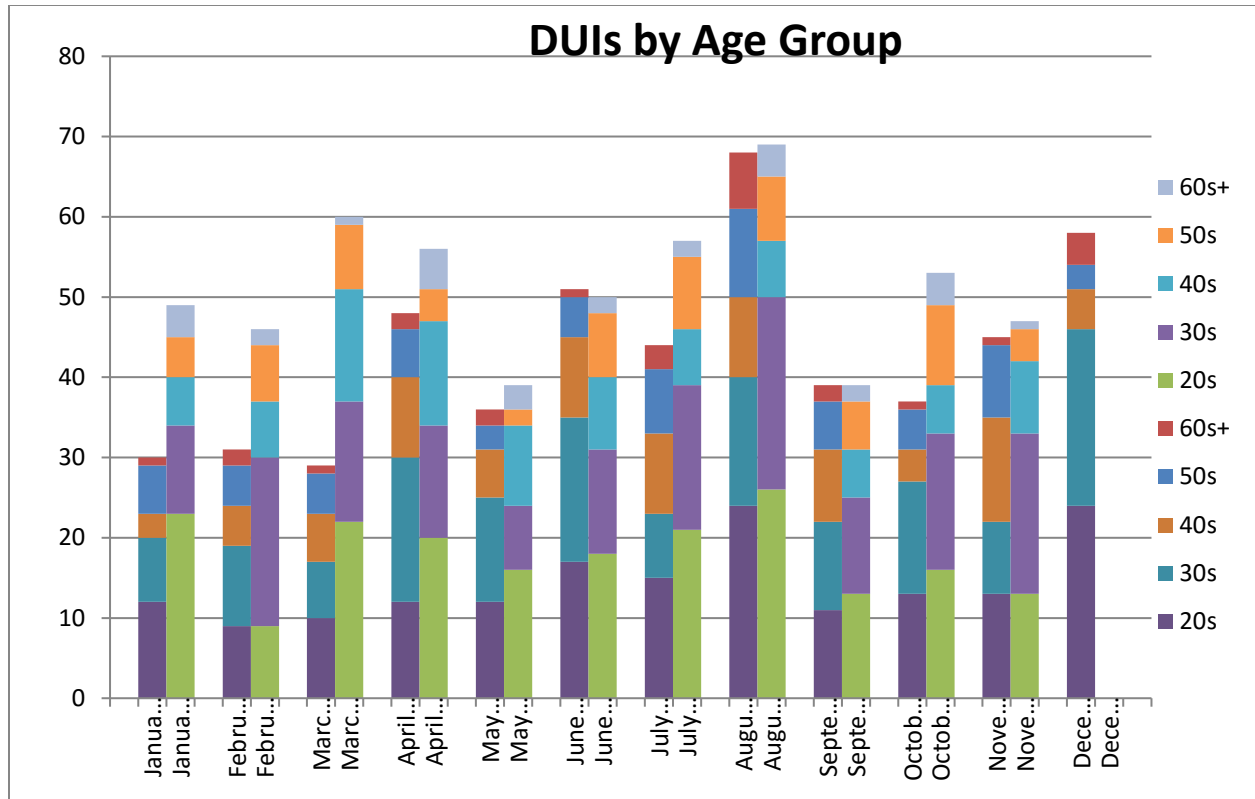
---

# November



MONTH	DUIs 1	DUIs 2	DUIs 3+	TOTAL
January	38	10	1	49
February	31	8	7	46
March	35	16	9	60
April	39	8	9	56
May	24	10	5	39
June	39	5	6	50
July	44	8	5	57
August	56	8	5	69
September	26	7	6	39
October	40	11	2	53
November	30	10	7	47
December				

# November



MONTH	20s	30s	40s	50s	60s	TOTAL
January	23	11	6	5	4	49
February	9	21	7	7	2	46
March	22	15	14	8	1	60
April	20	14	13	4	5	56
May	16	8	10	2	3	39
June	18	13	9	8	2	50
July	21	18	7	9	2	57
August	26	24	7	8	4	69
September	13	12	6	6	2	39
October	16	17	6	10	4	53
November	13	20	9	4	1	47
December						

# NEWS RELEASE

---



## For Immediate Release

### Contact:

Jeremy Yates  
City Manager's Office  
jyates@casperwy.gov  
307.235.8224

### **Many gambling machines in Casper declared illegal**

*Casper police chief to hold question and answer opportunity for citizens*

**Casper, Wyoming (December 14, 2018)** – On December 11, 2018, Wyoming Attorney General Peter Michael issued a formal opinion to Natrona County District Attorney Michael Blonigen regarding the lawfulness of electronic gambling devices which have become prevalent throughout the State of Wyoming, including Casper.

According to the opinion from Attorney General Michael, these Skill Games are “illegal gambling devices, playing them constitutes gambling, and those aiding or inducing others to play these games engage in professional gambling.”

Title 6, Chapter 7, Section 102, of the State of Wyoming’s Statutes dictates that persons committing gambling are committing a misdemeanor and may be subject to criminal penalties punishable by not more than 6 months imprisonment, a fine of not more than \$750, or both. Professional gambling constitutes a felony punishable by imprisonment of not more than 3 years, a fine of not more than \$3,000, or both.

“In particular, the Attorney General’s opinion identified Wyoming Skill Game 1 and Wyoming Skill Game 2, manufactured by Banilla Games, Inc. as electronic gaming devices which are illegal,” stated Casper Chief of Police Keith McPheeters. These games are currently operating in Wyoming with the following names: Bathtime Bucks; Fruity Sevens; Searing Sevens; Snake Eyes; Wheel Deal; Spooky’s Loot; Mega Monkey Reel; Lucky Striker; Major Cash; and Pedro’s Hot Tamales.

Pari-mutuel Off-Track betting devices remain an approved, legal, gaming device. “Authorized, legal electronic gambling devices will have a registration sticker from the State of Wyoming, generally located on the right side of the device,” explained McPheeters. “In addition to the electronic gaming devices identified by name in the attorney general’s opinion, other non-Pari-Mutuel Off-Track betting electronic gambling devices may also fall into the category of illegal gaming devices.”

Casper Police Chief Keith McPheeters was informed of this important opinion on Tuesday. “Because the public and local businesses have not had time to become aware of the Attorney General’s opinion, or to understand its application and impact, I will hold an informal, open-forum meeting on Wednesday, December 19, from 6 p.m. to 7 p.m., at the Casper City Hall’s Council Chambers to provide information and answer questions regarding the Department’s response to the electronic gambling device opinion,” said McPheeters. “The meeting is open to citizens and businesses alike.”





**From:** Jennifer Miner  
**Sent:** Monday, November 19, 2018 11:09 AM  
**Subject:** RJ Volunteer Training(s) set for January, 2019!

## Natrona County Restorative Justice – Volunteer Training January 2019!

Individuals may volunteer in NCRJ's restorative process in two different capacities – as a Community Member or a Conference Facilitator.

### Volunteer Community Member Training

**Thursday, January 10<sup>th</sup>**

6pm to 8pm

Host site: Highland Park Community Church

No cost

Please RSVP by January 9<sup>th</sup> to 307.233.6603 or reply to this email.

**This training is designed** for those who would like to be the voice of an impacted community in a restorative process. Those interested in learning more about restorative justice are encouraged to attend; by attending this training there is no obligation to become a volunteer.

### Community Conferencing Facilitator Training\*

**Thursday & Friday, January 17<sup>th</sup> & 18<sup>th</sup>**

830am to 430pm, each day

Host site: Highland Park Community Church

\$75 registration fee, lunch provided

Limited to 18 participants, register by January 11<sup>th</sup>

For questions or to register please call 307.233.6603 or reply to this email.

\*Attending the Community Member Volunteer Training on January 10<sup>th</sup> is a prerequisite.

**This training is designed** for those who would like to be a partner in the facilitation of the conference process. Please note, there are two facilitators in every restorative process (meeting). Once training is complete, all new volunteers will take the co-facilitator role and will not be asked to take the lead role until at which time they feel ready!

To learn more about restorative justice and NCRJ's program, please visit our website and/or Facebook page.

<http://natronacountywj.wixsite.com/ncrj>

<https://www.facebook.com/Natrona-County-Restorative-Justice-166544960438081/>

**Please forward and share this training announcement!**

(I apologize for any cross postings!)

Jen Miner, Program Coordinator  
Youth & Adult Community Service Program  
Natrona County Restorative Justice  
Casper Police Department  
201 N David St.  
Casper, WY 82601  
307.233.6603

***Calling all community members interested in a  
RESTORATIVE FUTURE for our community!  
Please join us for...***

**NATRONA COUNTY RESTORATIVE JUSTICE  
CPD's Restorative Justice Program  
Volunteer Training**

**January, 2019**

**Host Site: Highland Park Community Church, Casper, WY**

**Community Member Volunteer**

**Training**

**Thursday, January 10th**

**6pm to 8pm**

RSVP by January 9th

No fee, light refreshments



The Community Member Volunteer training is designed for those who would like to be a Community Member Volunteer, or simply to learn more about RJ. There is no obligation to become an NCRJ volunteer by attending.

**Community Conferencing Facilitator Training**

**Thursday & Friday, January 17th & 18th, 8:30am to 4:30pm**

Register and submit payment by January 11th

Cost: \$75, limited to 18 participants, lunch provided

*\*Community Member Training is a prerequisite to Facilitator Training\**

***For registration, payment and questions contact:***

**Jen Miner at 307.233.6603 or [jminer@casperwy.gov](mailto:jminer@casperwy.gov)**

**Visit NCRJ on Facebook or go to**

**<http://natronacountywj.wixsite.com/ncrj> for more details.**

***Brought to you by the Casper Police Dept. & Natrona County Restorative Justice  
~ Victim Centered, Community Inclusive, Offender Sensitive ~***

**From:** Rick Kaysen [mailto:[rkaysen@wyomuni.org](mailto:rkaysen@wyomuni.org)]  
**Sent:** Tuesday, December 11, 2018 7:33 PM  
**Subject:** FW: U.S. Transportation Secretary Elaine L. Chao Announces \$1.5 Billion in BUILD Transportation Grants to Revitalize Infrastructure Nationwide

Good evening, please share within your respective city or town as applicable.

**Rick Kaysen**, Executive Director  
Wyoming Association of Municipalities  
315 West 27th Street  
Cheyenne, WY 82001  
307-632-0398  
[rkaysen@wyomuni.org](mailto:rkaysen@wyomuni.org)  
[www.wyomuni.org](http://www.wyomuni.org)

**From:** FN-WHO-State Government <[IGA.state@who.eop.gov](mailto:IGA.state@who.eop.gov)>  
**Sent:** Tuesday, December 11, 2018 1:47 PM  
**Cc:** Crozer, William F. EOP/WHO <[William.F.Crozer@who.eop.gov](mailto:William.F.Crozer@who.eop.gov)>; Carter, Britt S. EOP/WHO <[Brittany.S.Carter@who.eop.gov](mailto:Brittany.S.Carter@who.eop.gov)>; Michael, Zachery T. EOP/WHO <[Zachery.T.Michael@who.eop.gov](mailto:Zachery.T.Michael@who.eop.gov)>  
**Subject:** U.S. Transportation Secretary Elaine L. Chao Announces \$1.5 Billion in BUILD Transportation Grants to Revitalize Infrastructure Nationwide



White House Office of Intergovernmental Affairs

Local Elected Officials and Leaders,

Today, U.S. Transportation Secretary Elaine L. Chao today announced \$1.5 billion in discretionary grant funding to 91 projects in 49 states and the District of Columbia. Many of these projects directly impact your respective communities. The grants are made through the Better Utilizing Investments to Leverage Development (BUILD) Transportation Grants program and support road, rail, transit, and port infrastructure projects across the country. You can find more information, including a complete list of grant award recipients, here ([U.S. Transportation Secretary Elaine L. Chao Announces \\$1.5 Billion in BUILD Transportation Grants to Revitalize Infrastructure Nationwide](#)).

As always, we welcome your input and feedback. The White House Office of the Intergovernmental Affairs is the primary liaison between the administration and the **country's state and local elected officials.**

### Background on BUILD Grants

The Better Utilizing Investments to Leverage Development, or BUILD Transportation Discretionary Grant program, provides a unique opportunity for the DOT to invest in road, rail, transit and port projects that promise to achieve national objectives. Previously known as Transportation Investment Generating Economic Recovery, or TIGER Discretionary Grants, Congress has dedicated nearly \$5.6 billion for nine rounds of National Infrastructure Investments to fund projects that have a significant local or regional impact.

Since 2009, the Program has provided a combined \$5.6 billion to 463 projects in all 50 states, the District of Columbia, Puerto Rico, Guam, the Virgin Islands: \$1.5 billion for TIGER I, \$600 million for TIGER II, \$527 million for TIGER III, \$500 million for TIGER IV, \$474 million for TIGER V, \$600 million for TIGER VI, \$500 million for TIGER VII, \$500 million for TIGER VIII, \$500 million for TIGER IX, and \$1.5 billion for BUILD FY 2018.

More information on the BUILD Grants can be found [here](#).

Sincerely,

The White House Office of Intergovernmental Affairs

William F. Crozer  
Special Assistant to the President and Deputy Director  
White House Office of Intergovernmental Affairs

Britt S. Carter  
Associate Director

Zachery T. Michael  
Associate Director

**From:** Rick Kaysen [mailto:[rkaysen@wyomuni.org](mailto:rkaysen@wyomuni.org)]  
**Sent:** Thursday, December 13, 2018 7:21 AM  
**Subject:** FW: Article on Driving Risk

Good Wyoming morning—an item you may wish to share with your safety teams, all employees.

**Rick Kaysen**, Executive Director  
Wyoming Association of Municipalities  
315 West 27th Street  
Cheyenne, WY 82001  
307-632-0398  
[rkaysen@wyomuni.org](mailto:rkaysen@wyomuni.org)  
[www.wyomuni.org](http://www.wyomuni.org)

*"Communities that don't matter, don't exist."*

**From:** Sheila D. Foertsch <[sdfoertsch@aol.com](mailto:sdfoertsch@aol.com)>  
**Sent:** Wednesday, December 12, 2018 4:07 PM  
**Subject:** Fwd: Article on Driving Risk

-----Original Message-----

From: Karen Godman <[karen.godman1@wyo.gov](mailto:karen.godman1@wyo.gov)>  
To: Sheila Foertsch <[sdfoertsch@aol.com](mailto:sdfoertsch@aol.com)>; Meredith Towle <[meredith.towle@wyo.gov](mailto:meredith.towle@wyo.gov)>; George Zak <[george.zak@wyo.gov](mailto:george.zak@wyo.gov)>  
Sent: Wed, Dec 12, 2018 9:51 am  
Subject: Re: Article on Driving Risk

Hi Team,

It looks like this did not show up on the last email, sorry!

**[Pinnacol warns that the most dangerous place for workers could be their vehicle](#)**

WorkersCompensation.com  
December 11, 2018

On Wed, Dec 12, 2018 at 8:07 AM Karen Godman <[karen.godman1@wyo.gov](mailto:karen.godman1@wyo.gov)> wrote:  
Good morning,

Thought this might be of interest, it addresses the dangers of driving occupationally and is specific to our sister state of Colorado, thanks!

***[Karen J. Godman MS, CPM, CSP](#)***

OSHA Consultation Program Manager  
1510 E. Pershing Blvd, West Wing  
Cheyenne, WY 82002  
office: 307.777.7786  
fax: 307.777.3646  
[karen.godman1@wyo.gov](mailto:karen.godman1@wyo.gov)

**From:** Rick Kaysen [mailto:[rkaysen@wyomuni.org](mailto:rkaysen@wyomuni.org)]  
**Sent:** Tuesday, December 11, 2018 7:33 PM  
**Subject:** FW: EPA and Army Propose New "Waters of the United States" Definition

Good evening, please share within your respective city or town as applicable.

**Rick Kaysen**, Executive Director  
Wyoming Association of Municipalities  
315 West 27th Street  
Cheyenne, WY 82001  
307-632-0398  
[rkaysen@wyomuni.org](mailto:rkaysen@wyomuni.org)  
[www.wyomuni.org](http://www.wyomuni.org)

**From:** FN-WHO-State Government <[IGA.state@who.eop.gov](mailto:IGA.state@who.eop.gov)>  
**Sent:** Tuesday, December 11, 2018 12:52 PM  
**Cc:** Crozer, William F. EOP/WHO <[William.F.Crozer@who.eop.gov](mailto:William.F.Crozer@who.eop.gov)>; Carter, Britt S. EOP/WHO <[Brittany.S.Carter@who.eop.gov](mailto:Brittany.S.Carter@who.eop.gov)>; Michael, Zachery T. EOP/WHO <[Zachery.T.Michael@who.eop.gov](mailto:Zachery.T.Michael@who.eop.gov)>  
**Subject:** EPA and Army Propose New "Waters of the United States" Definition



White House Office of Intergovernmental Affairs

Local Elected Officials and Leaders,

Today, the U.S. Environmental Protection Agency (EPA) and the Department of the Army (Army) proposed a clear, understandable, and implementable definition of “waters of the United States” that clarifies federal authority under the Clean Water Act. Unlike the Obama administration's 2015 definition of “waters of the United States,” today’s proposal contains a straightforward definition that would result in significant cost savings, protect the nation’s navigable waters, help sustain economic growth, and reduce barriers to business development. You can read more from EPA’s press release here ([EPA and Army Propose New "Waters of the United States" Definition](#)).

We would also like to highlight a recent op-ed from EPA Acting Administrator Andrew Wheeler: [“Trump Administration’s Waters of the United States Rule Gives Power Back to State”](#)

#### Additional Information

- Proposed Revised Definition of “Waters of the United States” ([click here](#))
- Fact Sheets

- Overview of the Proposed Revised Definition of “Waters of the United States” ([click here](#))
- Responding to Public Input ([click here](#))
- Economic Analysis ([click here](#))
- Key Changes ([click here](#))
- **Economic Analysis for the Proposed Revised Definition of “Waters of the United States”** ([click here](#))
- Resource and Programmatic Assessment for the Proposed Revised Definition of “Waters of the United States” ([click here](#))
- Public Listening Session: EPA and the Army will hold a public listening session on the proposed "Revised Definition of Waters of the United States" on Wednesday, January 23, 2018 at The Reardon Convention Center in Kansas City, KS. A *Federal Register* notice will be published shortly with more details.
- Additional Resources ([click here](#))

Sincerely,

The White House Office of Intergovernmental Affairs

William F. Crozer  
Special Assistant to the President and Deputy Director  
White House Office of Intergovernmental Affairs

Britt S. Carter  
Associate Director

Zachery T. Michael  
Associate Director

**From:** Justin Schilling [mailto:[jschilling@wyomuni.org](mailto:jschilling@wyomuni.org)]  
**Sent:** Wednesday, December 12, 2018 6:37 PM  
**Cc:** Rick Kaysen <[rkaysen@wyomuni.org](mailto:rkaysen@wyomuni.org)>; Earla Checchi <[checchi@wyomuni.org](mailto:checchi@wyomuni.org)>  
**Subject:** WAM Region 1 Chooses New Leadership

For Immediate Release  
December 12, 2018

## **Wyoming Association of Municipalities Region 1 Communities Elect New Director and Nominate New Committee Representative**

CHEYENNE – Representatives from communities across Wyoming Association of Municipalities (WAM) Region 1 came together Wednesday, December 12<sup>th</sup>, 2018 at 5 p.m. via teleconference to fill two leadership vacancies that will be created when Laramie Mayor Andi Summerville leaves office in January.

Councilman Mark Rinne from Cheyenne will join the WAM Board of Directors in January, filling the Region 1 “First Class City” seat on the board. Rinne was the only nominee for the position and was elected by unanimous vote.

Kelly Krakow, Mayor of the Town of Albin and current WAM Region 1 Director, was chosen as the nominee for Region 1 to the WAM Legislative Leadership Committee (LLC). He was also considered unopposed and was chosen by unanimous vote. His nomination will now go to the WAM Board of Directors for confirmation before he can become Region 1’s Committeeman on the LLC.

WAM thanks Mayor Summerville for her years of service to the association, as well as to the people of Laramie, and wishes her the best in her future endeavors.

For more information please contact:

Justin Schilling  
WAM Member Services Manager  
(307) 275-8380  
[jschilling@wyomuni.org](mailto:jschilling@wyomuni.org)



**From:** Rick Kaysen [mailto:[rkaysen@wyomuni.org](mailto:rkaysen@wyomuni.org)]

**Sent:** Tuesday, December 11, 2018 7:21 PM

**Subject:** RE: Wireless Communication Facilities Regulations--Draft Template

The FCC denied a stay request on wireless communications, and the FCC's Order is going into effect on January 14th unless a court stays its implementation.

**Rick Kaysen**, Executive Director  
Wyoming Association of Municipalities  
315 West 27th Street  
Cheyenne, WY 82001  
307-632-0398  
[rkaysen@wyomuni.org](mailto:rkaysen@wyomuni.org)  
[www.wyomuni.org](http://www.wyomuni.org)

*"Communities that don't matter, don't exist."*

**From:** Rick Kaysen [mailto:[rkaysen@wyomuni.org](mailto:rkaysen@wyomuni.org)]  
**Sent:** Sunday, December 09, 2018 2:50 PM  
**Subject:** Wireless Communication Facilities Regulations--Draft Template

Attached are model ordinances that are the same with one being for a city and one for a town for your use, and that can be modified for your specific needs. WAM encourages you to tailor the draft template as needed for your particular situation and city/town codes.

As you know, wireless communications including small cell infrastructure has been a topic of discussion at the federal, state and local level for the past several years. WAM created these draft templates believing these will assist your municipality saving time and expenses. WAM used a consultant who has vast experience in telecommunications and has presented workshops at WAMs recent Winter Conference and Summer Convention. In addition, WAM had Mark Harris, WAM legal counsel, as part of its team to ensure Wyoming law compliance.

As you also know, I have shared many communiques regarding FCC actions and orders regarding small cell infrastructure. I ask you to share these draft templates with your mayors, council members, legal counsels, planners, engineers, and those you believe who can also benefit from these templates.

I trust these documents will be of benefit.

**Rick Kaysen**, Executive Director  
Wyoming Association of Municipalities  
315 West 27th Street  
Cheyenne, WY 82001  
307-632-0398  
[rkaysen@wyomuni.org](mailto:rkaysen@wyomuni.org)  
[www.wyomuni.org](http://www.wyomuni.org)

*"Communities that don't matter, don't exist."*

**AN ORDINANCE OF THE CITY OF \_\_\_\_\_ ADOPTING A NEW CHAPTER ENTITLED “WIRELESS COMMUNICATION FACILITIES REGULATIONS” AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the City of \_\_\_\_\_ (“City”) desires to encourage wireless infrastructure investment by providing a fair and predictable process for the deployment of small wireless facilities, while enabling the City to promote the management of public streets, highways, rights-of-way and public places in the overall interests of the public health, safety and welfare; and

WHEREAS, federal laws and regulations that govern local zoning standards and procedures for wireless communication facilities have substantially changed; and

WHEREAS, the City of \_\_\_\_\_ desires to update its local standards and procedures to reasonably regulate wireless communication facilities aesthetics, to protect and promote the City’s unique character in a manner consistent with state and federal laws and regulations; and

WHEREAS, the City recognizes that small wireless facilities are critical to delivering wireless access to advanced technology, broadband and 9-1-1 services to homes, businesses and schools within the City; and

WHEREAS, the City recognizes that small wireless facilities, including facilities commonly referred to as small cells and distributed antenna systems, often may be deployed most effectively in the public streets, highways, rights-of-way and public places; and

WHEREAS, the City intends to fully comply with state and federal law; and

WHEREAS, federal laws and regulations, wireless technology and consumer usage have reshaped the environment within which wireless communication facilities are permitted and regulated; and

WHEREAS, following appropriate procedures and public notice, on \_\_\_\_\_, the Planning Commission or other reviewing entity conducted a hearing on proposed amendments to the City Code, and recommended that the governing body approve the proposed amendments; and

WHEREAS, on \_\_\_\_\_, the governing body conducted a lawfully-noticed public hearing and received the recommendations of the Planning Commission or other reviewing entity regarding the proposed amendments.

NOW, THEREFORE, BE IT ORDAINED by the governing body of the City of \_\_\_\_\_ that the City Code of the City of \_\_\_\_\_ shall be amended as follows:

**Section 1.1 Amendment.** That the City Code is hereby amended by adding the following Chapter entitled “Wireless Communication Facilities Regulations”.

**Section 1.2 Definitions**

- a. **“Administrative review”** means review of an application by the City relating to the issuance of a permit to determine whether the issuance of a permit is in conformity with the applicable provisions of this Chapter.

- b. **“Antenna”** means communications equipment that transmits and/or receives radio frequency signals used in the provision of wireless services. This definition does not apply to broadcast antennas, antennas designed for amateur radio use or satellite dishes for residential or household purposes.
- c. **“Antenna array”** means a single or group of antenna elements and associated mounting hardware, transmission lines, remote radio units, or other appurtenances which share a common attachment device such as a mounting frame for the sole purpose of transmitting or receiving wireless communication signals.
- d. **“Applicable codes”** means uniform building, fire, safety, electrical, plumbing or mechanical codes adopted by a recognized national code organization to the extent such codes have been adopted by the City, including any amendments.
- e. **“Applicant”** means any person who submits an application under this Chapter.
- f. **“Application”** means a written request, on a form provided by the City, for a permit.
- g. **“City”** means the City of \_\_\_\_\_, Wyoming.
- h. **“Collocation”** means the mounting or installation of equipment on an existing tower, building or structure for the purpose of transmitting or receiving radio frequency signals for communications purposes.
- i. **“Decorative pole”** means a pole that is specially designed and placed for aesthetic purposes.
- j. **“Distributed Antenna System”** means a network consisting of transceiver equipment at a central hub site to support multiple antenna locations throughout the desired coverage area.
- k. **“Eligible Facilities Request”** shall be as defined in federal regulations.
- l. **“FAA”** means the Federal Aviation Administration.
- m. **“FCC”** means the Federal Communications Commission.
- n. **“Governing body”** means the group of elected officials which is able to make decisions on behalf of the City (for example, the City Council).
- o. **“Laws”** means, collectively, any and all Federal, State, or local law, statute, common law, code, rule, regulation, order, or ordinance.
- p. **“Macrocell”** means an antenna or antennas mounted on a tower, ground-based mast, rooftops or structures, at a height that provides coverage to the surrounding area.
- q. **“Ordinary maintenance and repair”** means inspections, testing or repair that maintain functional capacity, aesthetic and structural integrity of a wireless communication facility and the associated structure, pole or tower, and that does not involve impeding, damaging or disturbing any portion of the Public ROW.

- r. **“Permit”** means a written authorization (in electronic or hard copy format) to install, at a specified location in the Public ROW, a wireless communication facility.
- s. **“Permittee”** means an applicant that has received a permit under this Chapter.
- t. **“Person”** means an individual, corporation, limited liability company, partnership, association, trust or other entity or organization.
- u. **“Pole”** means a legally constructed pole, such as a utility, lighting or similar pole made of wood, concrete, metal or other material, located or to be located within the Public Right of Way.
- v. **“Provider”** means a wireless services provider or wireless infrastructure provider and includes any person that owns or operates wireless communication facilities within the Public ROW.
- w. **“Public Right-of-Way” or “Public ROW”** means the area on, below, or above property that has been designated for use as or is used for a public roadway, highway, street, sidewalk, alley or similar purpose, and for purposes of this Chapter shall include public utility easements, but only to the extent the City has the authority to permit use of the public utility easement for wireless communication facilities.
- x. **“Public utility easement”** means, unless otherwise specified or restricted by the terms of the easement, the area on, below, or above a property in which the property owner has dedicated an easement for use by utilities. Public utility easement does not include an easement dedicated solely for City use, or where the proposed use by the provider is inconsistent with the terms of any easement granted to the City.
- y. **“Replace” or “Replacement”** means, in connection with wireless communication facilities and a corresponding pole, structure or tower, to replace (or the replacement of) the same with something that is substantially similar in design, size, color and scale to the existing facilities or structure and in conformance with this Chapter and any other applicable City regulations.
- z. **“Small wireless facilities”** encompass facilities that meet the following conditions: (1) the facilities -- (i) are mounted on structures fifty (50) feet or less in height including their antennas, or (ii) are mounted on structures no more than ten percent (10%) taller than other adjacent structures, or (iii) do not extend existing structures on which they are located to a height of more than fifty (50) feet or by more than ten percent (10%), whichever is greater; (2) each antenna associated with the deployment, excluding associated antenna equipment, is no more than three (3) cubic feet in volume; (3) all other wireless equipment associated with the structure, including the wireless equipment associated with the antenna and any pre-existing associated equipment on the structure, is no more than twenty eight (28) cubic feet in volume; (4) the facilities do not require antenna structure registration under federal law; (5) the facilities are not located on Tribal land as defined under federal law; and (6) the facilities do not result in human exposure to radiofrequency radiation in excess of the applicable safety standards specified under federal law.. The following types of associated ancillary equipment are not included in the calculation of equipment volume: electric meter, concealment elements, telecommunications demarcation box, grounding equipment, power transfer switch, cut-off switch, and vertical cable runs for the connection of power and other services.

- aa. **“State”** means the State of Wyoming.
- bb. **“Stealth”** means a design that minimizes the visual impact of wireless communication facilities by camouflaging, disguising, screening or blending them into the surrounding environment. Examples of stealth design include but are not limited to facilities disguised as trees (monopines), flagpoles, utility and light poles, bell towers, clock towers, ball field lights and architecturally screened roof-mounted antennas or flush-mounted antennas that are either painted to match or enclosed in an architecturally applicable box.
- cc. **“Substantial change”** is as defined in federal regulations.
- dd. **“Tower”** means any structure in the Public ROW built for the sole or primary purpose of supporting a wireless communication facility.
- ee. **“Tower height”** means the vertical distance measured from the base of the tower structure at grade to the highest point of the structure including the antenna. A lightning rod, not to exceed ten (10) feet in height, shall not be included within tower height.
- ff. **“Transmission equipment”** means equipment that facilitates transmission for any FCC-licensed or authorized wireless communication service, including, but not limited to, radio transceivers, antennas, microwave dishes, coaxial or fiber-optic cable and backup power supplies. The term includes equipment associated with wireless communication services including, but not limited to, private, broadcast, and public safety services, as well as unlicensed wireless services and fixed wireless services such as microwave backhaul.
- gg. **“Wireless Communication Facility” or “Wireless Communication Facilities”** means, collectively, the equipment at a fixed location or locations within the Public ROW that enables wireless communication services, including for example: radio transceivers, support structures, poles, antennas, coaxial, fiber-optic or other cabling, power supplies (including battery backup), and comparable equipment, regardless of technological configuration and small wireless facilities and distributed antenna systems.
- hh. **“Wireless infrastructure provider”** means a person, other than a wireless services provider, that builds or installs towers, wireless transmission equipment, wireless facilities poles or wireless support structures.
- ii. **“Wireless services”** means any wireless services using licensed or unlicensed spectrum, whether at a fixed location or mobile, provided to the public.
- jj. **“Wireless services provider”** means a person who provides wireless services.

## **Article II. Deployment in the Public ROW**

### **Section 2.1 Access to Public ROW**

- A. Agreement. Prior to installing in the Public ROW any wireless communication facility, or any pole built for the sole or primary purpose of supporting a wireless communication facility, or any tower, a person shall enter into an Agreement with the City expressly authorizing use of the Public ROW for the wireless communication facility, pole or tower proposed to be installed. The Agreement shall provide for the attachment to City-owned

Poles or structures in the Public Right-of-Way in addition to poles or structures owned by unrelated third parties, provided that the applicant secures the written consent of the third party for such attachment.

B. General Terms.

1. The term of an Agreement shall be for up to \_\_\_\_ (\_\_) years. The Agreement may be renewed for an additional term of \_\_\_\_ (\_\_) years subject to the mutual written agreement of the City and provider.
2. The Agreement authorizes the provider's non-exclusive use of the Public ROW for the sole purpose of installing, maintaining and operating wireless communication facilities, including any pole built for the sole or primary purpose of supporting the wireless communication facilities and any tower, to provide the services expressly authorized in the Agreement, subject to applicable laws, this Chapter and the terms and conditions of the Agreement. The Agreement authorizes use only of the Public ROW in which the City has an actual interest. It is not a warranty of title or interest in any Public ROW and it does not confer on the provider any interest in any particular location or to a superior or preferred location within the Public ROW. Nothing herein shall authorize the use of the City's poles, towers, support structures or other structures in the Public ROW. All use of City poles, towers, support structures, and other structures in the Public ROW shall require a separate attachment agreement or be specifically provided for in the Agreement, and shall include the payment of fees for such use.
3. The provider shall, at its sole cost and expense, keep and maintain its wireless communication facilities, poles, support structures and towers in the Public ROW in a safe condition, and in good order and repair.
4. In the event of an emergency regarding the provider's small wireless facilities, or related poles, support structures or towers, the provider shall immediately notify the City of the nature of the emergency and planned response to the emergency.

C. Permit Required. No person may construct, install or maintain in the Public ROW any wireless communication facilities without first receiving a permit from the City. Notwithstanding the foregoing, in the event of an emergency, a provider or its duly authorized representative may work in the Public ROW prior to obtaining a permit, provided that the provider shall contact the City prior to commencing the work and shall apply for a permit as soon as reasonably possible, but not later than twenty-four (24) hours after commencing the emergency work. For purposes of this subsection, an "emergency" means a circumstance in which immediate repair to damaged or malfunctioning facilities is necessary to restore lost service or prevent immediate harm to persons or property.

D. Permit Application Requirements. The application shall be submitted by the provider or its duly authorized representative and shall contain the following:

1. The applicant's name, address, telephone number, and email address, including emergency contact information for the applicant.

2. The names, addresses, telephone numbers, and email addresses of all consultants, if any, acting on behalf of the applicant or provider with respect to the filing of the application.
  3. A description of the proposed work and wireless communication facility sufficient to demonstrate compliance with the provisions of this Chapter.
  4. If applicable, a copy of the authorization from the owner of the pole, tower or support structure on or in which the wireless communication facility will be placed or attached.
  5. Detailed construction drawings and photo simulations regarding the proposed wireless communication facility.
  6. To the extent the proposed wireless communication facility involves collocation on a pole, tower or support structure, a structural report performed by a Wyoming licensed professional engineer evidencing that the pole, tower or support structure will support the collocation (or that the pole, tower or support structure will be modified to meet structural requirements) in accordance with applicable codes.
  7. For any new above-ground wireless communication facilities, accurate visual depictions or representations, if not included in the construction drawings or photo simulations.
  8. Any other submission requirements per published City policies or regulations.
- E. Proprietary or Confidential Information in Application. Applications are public records that may be made publicly available pursuant to the Wyoming Public Records Act, W.S. §16-4-201 through §16-4-205. Notwithstanding the foregoing, the applicant may designate portions of its application materials that it reasonably believes contain proprietary or confidential information as “proprietary” or “confidential” by clearly marking each portion of such materials accordingly, and the City shall treat the information as proprietary and confidential, subject to the Wyoming Public Records Act and the City’s determination that the applicant’s request for confidential or proprietary treatment of application materials is reasonable and in compliance with such law. The City shall not be required to incur any costs to protect the application materials from disclosure, other than the City’s routine procedures for complying with the Wyoming Public Records Act.
- F. Ordinary Maintenance and Repair. A permit shall not be required for ordinary maintenance and repair. The provider or other person performing the ordinary maintenance and repair shall obtain any other permits required by applicable laws and shall notify the City in writing at least forty-eight (48) hours before performing the ordinary maintenance and repair.
- G. Application Fees and Bonds. All applications pursuant to this Chapter shall be accompanied by the requisite fees required by the City. Unless otherwise provided in an Agreement or agreed to in writing by the City, a performance or construction bond or other form of surety acceptable to the City equal to at least one hundred percent (100%) of the estimated cost of the work within the Public ROW shall be provided before the applicant commences work.



- H. Effect of Permit. A permit from the City authorizes an applicant to undertake only the activities in the Public ROW specified in the application and permit, and in accordance with this Chapter and any conditions included in the permit. A permit does not authorize attachment to or use of existing poles, towers, support structures or other structures in the Public ROW. A permittee or provider must obtain all necessary approvals from the owner of any pole, tower, support structure or other structure prior to any attachment or use. A permit does not create a property right for the applicant. The applicant shall not interfere with other uses or users of the Public ROW.
- I. Duration. Any permit for construction issued under this Chapter shall be valid for a period of one (1) year, provided that the one (1) year period may be extended for up to an additional one (1) year upon approval by the governing body or its designee upon the written request of the applicant (made prior to the end of the initial one [1] year period) if the failure to complete construction is as a result of circumstances beyond the reasonable control of the applicant.
- J. Batch Permits. An applicant may simultaneously submit not more than ten (10) applications for wireless communication facilities, or may file a single, consolidated application covering such wireless communication facilities, provided that the proposed wireless communication facilities are to be deployed on the same type of structure using similar equipment within the City.

## **Section 2.2 Administrative Review**

- A. Approval Process. Small wireless facilities in the Public ROW may be approved through administrative review if the following requirements are met:
  - 1. A complete application is submitted, all fees are paid and a permit is obtained by the applicant or provider; and
  - 2. Each new, modified or replacement pole, tower or structure installed in the Public ROW shall not exceed the height limits of the respective zoning district. If a height limit is exceeded, then either a conditional use permit or special use permit is required; and
  - 3. The applicant complies with all of the other requirements of this Chapter.
- B. Design Standards. Subject to Section 2.2(A)(2) above, all poles built for the sole or primary purpose of supporting wireless communication facilities may be approved through administrative review if the following design guidelines are also acceptable to the City:
  - 1. Height, shape, design and color for poles and related equipment.
  - 2. Number, location and styles of poles that may be installed or used.
  - 3. Aesthetic approach for different types of poles and related equipment.
  - 4. Construction approach per wireless communication facility, including powering and metering.
  - 5. Structural integrity.

6. Set-backs for poles and ground-mounted equipment.
7. Ground-mounted equipment for small wireless facilities may be used only to house equipment in support of the operation of the facilities.
8. Lighting, marking and noise requirements.
9. Fencing/landscaping/screening/signage requirements.
10. Collocation analysis.
11. Use of decorative poles, where necessary.
12. A written report will be prepared, signed and sealed by a Wyoming licensed professional engineer or a qualified employee of the applicant, which assesses whether the proposed small wireless facility demonstrates compliance with the Radio Frequency emissions limits established by the FCC. The qualified employee of the applicant shall submit his or her qualifications with the report.

### **Section 2.3 Public ROW Construction and Installation Requirements**

- A. Lighting. Towers may not be artificially lighted, unless required by public safety, the FAA or applicable City regulation.
- B. State or Federal Requirements. All towers and antennas must meet current standards and regulations of the FAA, FCC and any other agency of the local, state or federal government with authority to regulate towers and antennas.
- C. Building Codes. To ensure the structural integrity of poles and towers, the owner of a pole or tower shall ensure that the pole or tower is maintained in compliance with Industry standards and applicable State and local building code standards.
- D. Public Notice. For purposes of this Chapter, any application for a wireless communication facility, including small wireless facilities, variance, exception or appeal of a request for a permit requires public notice to all adjoining property owners and all owners of surrounding properties as may be required by the City Code.
- E. Equipment Cabinets. The equipment cabinets shall comply with all applicable building codes and zoning requirements. A site plan is also required.
- F. Inventory of Existing Sites. Not more than one (1) time per year, each applicant for a macrocell tower shall provide to the City an inventory of the provider's existing towers, antennas, or sites approved for towers or antennas, that are either within the jurisdiction of the City or within one (1) mile of the border thereof, including specific information about the location and tower height. The City may share such information with other applicants applying for administrative review or other permits under this Chapter or other organizations seeking to locate antennas within the jurisdiction of the City, provided, however, that the City is not, by sharing such information, in any way representing or warranting that such sites are available or suitable.

- G. Color. To the extent feasible, the antennas shall be placed and colored to blend into the architectural detail and coloring of the host structure. Towers shall be painted a color that best allows them to blend into the surroundings. The use of grays, blues, greens, dark bronze, browns or other site specific colors may be appropriate; however, each case shall be evaluated individually.
- H. Signs. No facilities may bear any signage other than that required by law or expressly permitted or required by the City.
- I. Visual Impact. All wireless communication facilities in residential districts, historic and downtown districts shall be sited and designed with stealth features to minimize adverse visual impacts on surrounding properties and the traveling public to the greatest extent reasonably possible, consistent with the proper functioning of the wireless communication facilities. Such wireless communication facilities and equipment enclosures shall be integrated through location and design to blend in with the existing characteristics of the site. Stealth and concealment techniques must be appropriate given the proposed location, design, visual environment, and nearby uses, structures, and natural features. Such wireless communication facilities shall also be designed to either resemble the surrounding landscape and other natural features where located in proximity to natural surroundings, or be compatible with the built environment or be consistent with other uses and improvements permitted in the relevant zone.
- J. Building-mounted WCFs.
1. All transmission equipment shall be concealed within existing architectural features to the extent feasible. Any new architectural features proposed to conceal the transmission equipment shall be designed to mimic the existing underlying structure, shall be as proportional as possible to the existing underlying structure or conform to the underlying use and shall use materials in similar quality, finish, color and texture as the existing underlying structure.
  2. All roof-mounted transmission equipment shall be set back from all roof edges to the extent feasible consistent with the need for "line-of-sight" transmission and reception of signals.
  3. Antenna arrays and supporting transmission equipment shall be installed so as to camouflage, disguise or conceal them to make them closely compatible with and blend into the setting or host structure.
- K. Placement and Notice
1. All pole-mounted transmission equipment shall be mounted as close as technically possible to the pole so as to reduce the overall visual profile to the extent feasible subject to applicable safety codes.
  2. Prior to the installation or construction of a wireless communication facility within the Public ROW or utility easement, the provider must notify all utilities located within such Public ROW or utility easement regarding its proposed use of the Public ROW or utility easement.

- L. Accessory Equipment. All accessory equipment located at the base of a pole or tower shall be placed (at the provider's choice) in an existing building, underground, or in an equipment shelter or cabinet that is (a) designed to blend in with existing surroundings, using architecturally compatible construction and colors; and (b) be located so as to be unobtrusive as possible consistent with the proper functioning of the wireless communication facilities.
- M. Site Design Flexibility. Individual sites vary in the location of adjacent buildings, existing trees, topography and other local variables. By mandating certain design standards, there may result a project that could have been less intrusive if the location of the various elements of the project could have been placed in more appropriate locations within a given site. Therefore, the wireless communication facilities and supporting equipment may be installed so as to best camouflage, disguise or conceal them, to make the wireless communication facilities more closely compatible with and blend into the setting or host structure, upon approval by the City.
- N. Landscaping, Screening and Fencing.
1. Equipment shelters and cabinets and other on the ground ancillary equipment shall be screened with landscaping (except for those in the Public ROW) as required for the zone in which they are located or with another design acceptable to the City. Alternatively, where technically feasible, the applicant may incorporate the cabinet and other equipment into the base of a new pole (for example, for a small wireless facility) provided there is adequate space in the Public ROW and that Americans with Disabilities Act sidewalk accessibility requirements can be met. All provisions of the Americans with Disabilities Act (including, but not limited to, clear space requirements) shall be met by the provider.
  2. Except for locations in the Public Right-of-Way, a site-obscuring fence (for example, wrought iron as opposed to barbed wire) shall be constructed around each tower and around related support or guy anchors at the height specified for the particular zoning district. Access shall only be through a locked gate. Any fence shall comply with the other design guidelines of the City Code.
- O. New Poles. To the extent technically feasible, new poles must be designed to match the existing light fixtures and other poles, and they shall serve a dual purpose (for example, a new light fixture, flag pole or banner clips).
- P. As-builts and Maps. The provider shall furnish to the City paper and electronic maps showing the location of its equipment in the Public ROW and as-builts after construction is completed.

## **Section 2.4 Attachment to and Replacement of Decorative Poles**

- A. Notwithstanding anything to the contrary in this Chapter, an applicant may not install a small wireless facility on a decorative pole, or replace a decorative pole with a new decorative pole unless the City has determined, in its sole discretion, that each of the following conditions has been met:
1. The application qualifies for issuance of a permit; and

2. The attachments and replacement pole are in keeping with the aesthetics of the decorative pole.
- B. An applicant may not install a small wireless facility on a decorative pole, replace a decorative pole with a new decorative pole, or install new above-ground facilities in the Historic District unless the City has determined, in its sole discretion, that each of the following conditions has also been met:
1. The application qualifies for issuance of a permit; and
  2. The attachment and replacement pole are in keeping with the aesthetics and character of the decorative pole and Historic District.

## **Section 2.5 General Work Requirements**

- A. General Safety and Compliance with Laws. The permittee shall employ due care during the installation, maintenance or any other work in the Public ROW, and shall comply with all safety and construction requirements of applicable laws, City guidelines, standards and practices and any additional commonly accepted safety standards.
- B. Traffic Control. Unless otherwise specified in the permit, the permittee shall erect a barrier around the perimeter of any excavation and provide appropriate traffic control devices, signs and lights to protect, warn and guide the public (vehicular and pedestrian) through the work zone. The manner and use of these devices shall be as described within a traffic control plan. The permittee shall maintain all barriers and other traffic control and safety devices related to an open excavation until the excavation is restored to a safe condition or as otherwise directed by the City.
- C. Interference. The permittee shall not interfere with any existing facilities or structures in the Public ROW, and shall locate its lines and equipment in such a manner as not to interfere with the usual traffic patterns (vehicular or pedestrian) or with the rights or reasonable convenience of owners of property that abut any Public ROW.
- D. Utility Locates. Before beginning any excavation in the Public ROW, the permittee shall comply with One Call of Wyoming.
- E. Compliance with Permit
1. All construction practices and activities shall be in accordance with the permit and approved final plans and specifications. The City and its representatives shall be provided access to the work site and such further information as they may require to ensure compliance with such requirements. All work that does not comply with the permit, the approved plans and specifications for the work, or the requirements of this Chapter, shall be removed at the sole expense of the permittee. The City may stop work in order to assure compliance with the provisions of this Chapter.
  2. In addition to obtaining a permit for installation of a wireless communication facility, an applicant must obtain all other required approvals as required by the City.

## **Section 2.6 Additional Submittal Requirements for Macrocell Towers**

In addition to the other requirements of this Chapter, the following shall also accompany applications for macrocell towers:

- A. Noise Study. A noise study shall be conducted, if requested by the City.
- B. Site Plan. A scaled site plan clearly indicating the location, type, height and width of the proposed tower, on-site land uses and zoning, adjacent land uses and zoning, separation distances, adjacent roadways, photo simulations, a depiction of all proposed transmission equipment, proposed means of access, setbacks from property lines, elevation drawings or renderings of the proposed tower and any other structures, topography, parking, utility runs and other information deemed necessary to assess compliance with this Chapter.

## **Section 2.7 Location of New Facilities**

- A. The Provider shall not locate or maintain its wireless communication facilities so as to interfere with the use of the Public ROW by the City, by the general public or by other persons authorized to use or be present in or upon the Public ROW.
- B. Whenever any existing electric utilities, natural gas, water or sewer lines (or other public improvements) and communications facilities are located underground within a Public ROW, the Provider with permission to occupy the same portion of the Public ROW shall locate its wireless communication facilities underground at its own expense. The City may, in its sole discretion, approve above-ground placement of equipment cabinets, pedestals and similar equipment. For facilities or equipment such as wireless communication facilities that cannot, by their nature, operate unless located above-ground, the provider and City shall work to find a suitable location for such facilities or equipment, which may be outside of the Public ROW.
- C. In performing any work in or affecting the Public ROW, the provider, and any agent or contractor of the provider, shall comply with the provisions of this Chapter and all other applicable laws.
- D. The provider, or its agent or contractor, shall restore, repair and replace any portion of the Public ROW that is damaged or disturbed by the provider's wireless communication facilities or work in or adjacent to the Public ROW as required in this Chapter and all other applicable laws.

If the provider fails to timely restore, repair or replace the Public ROW as required in this subsection, the City or its contractor may do so and the provider shall pay the City's costs and expenses in completing the restoration, repair or replacement including attorneys' fees and expenses.

## **Section 2.8 Removal, Relocation and Abandonment**

- A. Within thirty (30) days following written notice from the City, the provider shall, at its own expense, protect, support, temporarily or permanently disconnect, remove, relocate, change or alter the position of any of its wireless communication facilities within the Public ROW, including relocation of above-ground wireless communication facilities underground (consistent with the provisions of this Chapter), whenever the City has

determined, in its sole discretion, that such removal, relocation, change or alteration is necessary for the construction, repair, maintenance, or installation of any City improvement, the operations of the City in, under or upon the Public ROW, or otherwise is in the public interest. The provider shall be responsible to the City for any damages the City may incur as a result of the provider's failure to remove or relocate its wireless communication facilities.

- B. The City retains the right and privilege to cut or move any wireless communication facility located within the Public ROW of the City, as the City may determine, in its sole discretion, to be necessary, appropriate or useful in response to any public emergency. If circumstances permit, the City shall notify the provider and give the provider an opportunity to move its own facilities prior to cutting or removing the wireless communication facilities. In all cases the City shall notify the provider after cutting or removing the wireless communication facility as promptly as reasonably possible.
- C. A provider shall notify the City of abandonment of any wireless communication facility at the time the decision to abandon is made; however, in no case shall such notification be made later than thirty (30) days prior to abandonment. Following receipt of such notice, the provider shall remove its wireless communication facility at the provider's own expense, unless the City determines, in its sole discretion, that the wireless communication facility may be abandoned in place. The provider shall remain solely responsible and liable for all of its wireless communication facilities until they are removed from the Public ROW unless the City agrees in writing to take ownership of the abandoned wireless communication facilities.
- D. If the provider fails to timely protect, support, temporarily or permanently disconnect, remove, relocate, change or alter any of its wireless communication facilities or remove any of its abandoned wireless communication facilities as required in this subsection, the City or its contractor may do so and the provider shall pay all costs and expenses related to such work, including any damages the City incurs arising from the delay and attorneys' fees and expenses.

## **Section 2.9 Indemnification**

The applicant and provider shall defend, indemnify, and hold harmless the City, its agents, officers, officials and employees from any and all damages, liabilities, injuries, losses, attorneys' fees, costs, and expenses, whether for personal injury, death or property damage, arising out of or in connection with the activities or performance of the applicant or provider. In the event the City becomes aware of any actions or claims, the City shall promptly notify the applicant and provider and reasonably cooperate in the defense. It is expressly agreed that the City shall have the right to approve, which approval shall not be unreasonably withheld, the legal counsel providing the City's defense, and the applicant and the provider, as applicable, shall reimburse the City for any costs, expenses and attorneys' fees directly and necessarily incurred by the City in the course of the defense.

## **Section 2.10 Venue**

Venue for any judicial dispute between the City and provider shall be in the \_\_\_\_\_ Court in \_\_\_\_\_, Wyoming.

## **Section 2.11 Insurance**

No person shall own or operate a wireless communication facility within the City without having secured and at all times maintained in place insurance coverage which conforms to the following:

- A. Comprehensive general liability, automobile, workers compensation, employers liability and umbrella insurance in amounts satisfactory to the City;
- B. For a wireless communication facility in the Public ROW or on City property, the commercial general liability insurance policy shall specifically include the City and its officers, officials, employees, and agents as additional insureds;
- C. All insurance policies shall be issued by an agent or representative of an insurance company licensed to do business in the State and with a Best's rating of at least \_\_\_\_; and
- D. Such policies shall not be modified or cancelled without thirty (30) days prior written notice being given to the City and the insurance must be replaced by the owner of the wireless communication facility up to its original amounts.

#### **Section 2.12 Independent RF Technical and Legal Review.**

Although the City intends for City staff to review applications to the extent feasible, the City may retain the services of an independent consultant and attorney of its choice to provide technical and legal evaluations of permit applications. The consultant shall have recognized qualifications in the field of Radio Frequency engineering and the attorney in the field of wireless communication facilities regulations and approval processes. The review may include, but is not limited to (a) the accuracy and completeness of the items submitted with the application; (b) the applicability of analysis and techniques and methodologies proposed by the applicant; (c) the validity of conclusions reached by the applicant; and (d) whether the proposed small wireless facilities comply with the applicable approval criteria set forth in this Chapter. The applicant shall pay the cost for any independent consultant and attorneys' fees through a deposit, estimated by the City, within ten (10) business days of the City's request. When the City requests such payment, the application shall be deemed incomplete for purposes of application processing time lines until the deposit is received. In the event that such costs and fees do not exceed the deposit amount, the City shall refund any unused portion within thirty (30) days after the final permit is released or, if no final permit is released, within thirty (30) days after the City receives a written request from the applicant. If the costs and fees exceed the deposit amount, then the applicant shall pay the difference to the City before the permit is issued. The consultant and attorney shall provide an itemized description of the services provided and related fees and costs. The fees shall be limited to a reasonable approximation of costs and the costs shall be reasonable.

#### **Section 2.13 Federal Shot Clocks**

- A. Eligible Facilities Requests. This subsection implements Section 6409(a) of the Spectrum Act, 47 U.S.C. Section 1455(a), interpreted by the FCC in its Report and Order No. 14-153, which requires a state or local government to approve any Eligible Facilities Request for a modification of an existing tower or base station that does not result in a substantial change to the physical dimensions of such tower or base station. Eligible Facilities Requests shall be governed by the provisions of Federal law including, but not limited to, application review, the sixty (60) day shot clock, tolling and the deemed granted remedy. Eligible Facilities Requests are subject to administrative review by the City.



- B. Small Wireless Facilities - Collocation on Existing Structures. This subsection implements the sixty (60) day shot clock which is contained in the FCC's Declaratory Ruling and Third Report and Order adopted September 26, 2018, regarding the collocation of small wireless facilities on existing structures. These requests shall be governed by the provisions of Federal law including, but not limited to, application review and incompleteness, resetting of the sixty (60) day shot clock once upon timely notice of incompleteness, tolling and available remedies.
- C. Small Wireless Facilities - Construction (New Structures). This subsection implements the ninety (90) day shot clock which is contained in the FCC's Declaratory Ruling and Third Report and Order adopted September 26, 2018, regarding the construction of small wireless facilities on a new structure. These requests shall be governed by the provisions of Federal law including, but not limited to, application review and incompleteness, resetting of the ninety (90) day shot clock once upon timely notice of incompleteness, tolling and available remedies.
- D. Collocation for Other Than Small Wireless Facilities. This subsection implements, in part, 47 U.S.C. Section 332(c)(7) of the Federal Communications Act of 1934, as amended, as interpreted by the FCC regarding collocation applications for other than small wireless facilities including, but not limited to, application review, the ninety (90) day shot clock and tolling.
- E. New Sites or Towers. This subsection implements, in part, 47 U.S.C. Section 332(c)(7) of the Federal Communications Act of 1934, as amended, as interpreted by the FCC regarding new site or tower applications including, but not limited to, application review, the one hundred fifty (150) day shot clock and tolling.

## **Section 2.14 Other Review and Approvals**

All other proposed installations within the Public ROW involving wireless communication facilities (for example, where the facilities do not qualify as small wireless facilities), shall require the issuance of a conditional use permit or special use permit under the City Code.

## **Section 2.15 Violation of this Chapter**

Violation of any of the provisions of this Chapter shall be punishable with a fine of up to \$\_\_\_\_\_ for each violation. Each day that a violation occurs or is allowed to exist by the applicant or provider constitutes a separate offense.

## **Section 2.16 Effective Date**

This Ordinance shall take effect on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Passed and approved on first reading this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Clerk

Passed and approved on second reading this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Clerk

Passed, approved and adopted on third reading this \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Clerk

**AN ORDINANCE OF THE TOWN OF \_\_\_\_\_ ADOPTING A NEW CHAPTER ENTITLED “WIRELESS COMMUNICATION FACILITIES REGULATIONS” AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the Town of \_\_\_\_\_ (“Town”) desires to encourage wireless infrastructure investment by providing a fair and predictable process for the deployment of small wireless facilities, while enabling the Town to promote the management of public streets, highways, rights-of-way and public places in the overall interests of the public health, safety and welfare; and

WHEREAS, federal laws and regulations that govern local zoning standards and procedures for wireless communication facilities have substantially changed; and

WHEREAS, the Town of \_\_\_\_\_ desires to update its local standards and procedures to reasonably regulate wireless communication facilities aesthetics, to protect and promote the Town’s unique character in a manner consistent with state and federal laws and regulations; and

WHEREAS, the Town recognizes that small wireless facilities are critical to delivering wireless access to advanced technology, broadband and 9-1-1 services to homes, businesses and schools within the Town; and

WHEREAS, the Town recognizes that small wireless facilities, including facilities commonly referred to as small cells and distributed antenna systems, often may be deployed most effectively in the public streets, highways, rights-of-way and public places; and

WHEREAS, the Town intends to fully comply with state and federal law; and

WHEREAS, federal laws and regulations, wireless technology and consumer usage have reshaped the environment within which wireless communication facilities are permitted and regulated; and

WHEREAS, following appropriate procedures and public notice, on \_\_\_\_\_, the Planning Commission or other reviewing entity conducted a hearing on proposed amendments to the Town Code, and recommended that the governing body approve the proposed amendments; and

WHEREAS, on \_\_\_\_\_, the governing body conducted a lawfully-noticed public hearing and received the recommendations of the Planning Commission or other reviewing entity regarding the proposed amendments.

NOW, THEREFORE, BE IT ORDAINED by the governing body of the Town of \_\_\_\_\_ that the Town Code of the Town of \_\_\_\_\_ shall be amended as follows:

**Section 1.1 Amendment.** That the Town Code is hereby amended by adding the following Chapter entitled “Wireless Communication Facilities Regulations”.

## Section 1.2 Definitions

- a. **“Administrative review”** means review of an application by the Town relating to the issuance of a permit to determine whether the issuance of a permit is in conformity with the applicable provisions of this Chapter.
- b. **“Antenna”** means communications equipment that transmits and/or receives radio frequency signals used in the provision of wireless services. This definition does not apply to broadcast antennas, antennas designed for amateur radio use or satellite dishes for residential or household purposes.
- c. **“Antenna array”** means a single or group of antenna elements and associated mounting hardware, transmission lines, remote radio units, or other appurtenances which share a common attachment device such as a mounting frame for the sole purpose of transmitting or receiving wireless communication signals.
- d. **“Applicable codes”** means uniform building, fire, safety, electrical, plumbing or mechanical codes adopted by a recognized national code organization to the extent such codes have been adopted by the Town, including any amendments.
- e. **“Applicant”** means any person who submits an application under this Chapter.
- f. **“Application”** means a written request, on a form provided by the Town, for a permit.
- g. **“Collocation”** means the mounting or installation of equipment on an existing tower, building or structure for the purpose of transmitting or receiving radio frequency signals for communications purposes.
- h. **“Decorative pole”** means a pole that is specially designed and placed for aesthetic purposes.
- i. **“Distributed Antenna System”** means a network consisting of transceiver equipment at a central hub site to support multiple antenna locations throughout the desired coverage area.
- j. **“Eligible Facilities Request”** shall be as defined in federal regulations.
- k. **“FAA”** means the Federal Aviation Administration.
- l. **“FCC”** means the Federal Communications Commission.
- m. **“Governing body”** means the group of elected officials which is able to make decisions on behalf of the Town (for example, the Town Council).
- n. **“Laws”** means, collectively, any and all Federal, State, or local law, statute, common law, code, rule, regulation, order, or ordinance.
- o. **“Macrocell”** means an antenna or antennas mounted on a tower, ground-based mast, rooftops or structures, at a height that provides coverage to the surrounding area.

- p. **“Ordinary maintenance and repair”** means inspections, testing or repair that maintain functional capacity, aesthetic and structural integrity of a wireless communication facility and the associated structure, pole or tower, and that does not involve impeding, damaging or disturbing any portion of the Public ROW.
- q. **“Permit”** means a written authorization (in electronic or hard copy format) to install, at a specified location in the Public ROW, a wireless communication facility.
- r. **“Permittee”** means an applicant that has received a permit under this Chapter.
- s. **“Person”** means an individual, corporation, limited liability company, partnership, association, trust or other entity or organization.
- t. **“Pole”** means a legally constructed pole, such as a utility, lighting or similar pole made of wood, concrete, metal or other material, located or to be located within the Public Right of Way.
- u. **“Provider”** means a wireless services provider or wireless infrastructure provider and includes any person that owns or operates wireless communication facilities within the Public ROW.
- v. **“Public Right-of-Way” or “Public ROW”** means the area on, below, or above property that has been designated for use as or is used for a public roadway, highway, street, sidewalk, alley or similar purpose, and for purposes of this Chapter shall include public utility easements, but only to the extent the Town has the authority to permit use of the public utility easement for wireless communication facilities.
- w. **“Public utility easement”** means, unless otherwise specified or restricted by the terms of the easement, the area on, below, or above a property in which the property owner has dedicated an easement for use by utilities. Public utility easement does not include an easement dedicated solely for Town use, or where the proposed use by the provider is inconsistent with the terms of any easement granted to the Town.
- x. **“Replace” or “Replacement”** means, in connection with wireless communication facilities and a corresponding pole, structure or tower, to replace (or the replacement of) the same with something that is substantially similar in design, size, color and scale to the existing facilities or structure and in conformance with this Chapter and any other applicable Town regulations.
- y. **“Small wireless facilities”** encompass facilities that meet the following conditions: (1) the facilities -- (i) are mounted on structures fifty (50) feet or less in height including their antennas, or (ii) are mounted on structures no more than ten percent (10%) taller than other adjacent structures, or (iii) do not extend existing structures on which they are located to a height of more than fifty (50) feet or by more than ten percent (10%), whichever is greater; (2) each antenna associated with the deployment, excluding associated antenna equipment, is no more than three (3) cubic feet in volume; (3) all other wireless equipment associated with the structure, including the wireless equipment associated with the antenna and any pre-existing associated equipment on the structure, is no more than twenty eight (28) cubic feet in volume; (4) the facilities do not require antenna structure registration under federal law; (5) the facilities are not located on Tribal land as defined under federal law; and (6) the facilities do not result in human exposure

to radiofrequency radiation in excess of the applicable safety standards specified under federal law. The following types of associated ancillary equipment are not included in the calculation of equipment volume: electric meter, concealment elements, telecommunications demarcation box, grounding equipment, power transfer switch, cut-off switch, and vertical cable runs for the connection of power and other services.

- z. **“State”** means the State of Wyoming.
- aa. **“Stealth”** means a design that minimizes the visual impact of wireless communication facilities by camouflaging, disguising, screening or blending them into the surrounding environment. Examples of stealth design include but are not limited to facilities disguised as trees (monopines), flagpoles, utility and light poles, bell towers, clock towers, ball field lights and architecturally screened roof-mounted antennas or flush-mounted antennas that are either painted to match or enclosed in an architecturally, applicable box.
- bb. **“Substantial change”** is as defined in federal regulations.
- cc. **“Tower”** means any structure in the Public ROW built for the sole or primary purpose of supporting a wireless communication facility.
- dd. **“Tower height”** means the vertical distance measured from the base of the tower structure at grade to the highest point of the structure including the antenna. A lightning rod, not to exceed ten (10) feet in height, shall not be included within tower height.
- ee. **“Town”** means the Town of \_\_\_\_\_, Wyoming.
- ff. **“Transmission equipment”** means equipment that facilitates transmission for any FCC-licensed or authorized wireless communication service, including, but not limited to, radio transceivers, antennas, microwave dishes, coaxial or fiber-optic cable and backup power supplies. The term includes equipment associated with wireless communication services including, but not limited to, private, broadcast, and public safety services, as well as unlicensed wireless services and fixed wireless services such as microwave backhaul.
- gg. **“Wireless Communication Facility” or “Wireless Communication Facilities”** means, collectively, the equipment at a fixed location or locations within the Public ROW that enables wireless communication services, including for example: radio transceivers, support structures, poles, antennas, coaxial, fiber-optic or other cabling, power supplies (including battery backup), and comparable equipment, regardless of technological configuration and small wireless facilities and distributed antenna systems.
- hh. **“Wireless infrastructure provider”** means a person, other than a wireless services provider, that builds or installs towers, wireless transmission equipment, wireless facilities poles or wireless support structures.
- ii. **“Wireless services”** means any wireless services using licensed or unlicensed spectrum, whether at a fixed location or mobile, provided to the public.
- jj. **“Wireless services provider”** means a person who provides wireless services.

## **Article II. Deployment in the Public ROW**

### **Section 2.1 Access to Public ROW**

- A. Agreement. Prior to installing in the Public ROW any wireless communication facility, or any pole built for the sole or primary purpose of supporting a wireless communication facility, or any tower, a person shall enter into an Agreement with the Town expressly authorizing use of the Public ROW for the wireless communication facility, pole or tower proposed to be installed. The Agreement shall provide for the attachment to Town-owned Poles or structures in the Public Right-of-Way in addition to poles or structures owned by unrelated third parties, provided that the applicant secures the written consent of the third party for such attachment.
- B. General Terms.
1. The term of an Agreement shall be for up to \_\_\_\_\_ (\_\_) years. The Agreement may be renewed for an additional term of \_\_\_\_\_ (\_\_) years subject to the mutual written agreement of the Town and provider.
  2. The Agreement authorizes the provider's non-exclusive use of the Public ROW for the sole purpose of installing, maintaining and operating wireless communication facilities, including any pole built for the sole or primary purpose of supporting the wireless communication facilities and any tower, to provide the services expressly authorized in the Agreement, subject to applicable laws, this Chapter and the terms and conditions of the Agreement. The Agreement authorizes use only of the Public ROW in which the Town has an actual interest. It is not a warranty of title or interest in any Public ROW and it does not confer on the provider any interest in any particular location or to a superior or preferred location within the Public ROW. Nothing herein shall authorize the use of the Town's poles, towers, support structures or other structures in the Public ROW. All use of Town poles, towers, support structures, and other structures in the Public ROW shall require a separate attachment agreement or be specifically provided for in the Agreement, and shall include the payment of fees for such use.
  3. The provider shall, at its sole cost and expense, keep and maintain its wireless communication facilities, poles, support structures and towers in the Public ROW in a safe condition, and in good order and repair.
  4. In the event of an emergency regarding the provider's small wireless facilities, or related poles, support structures or towers, the provider shall immediately notify the Town of the nature of the emergency and planned response to the emergency.
- C. Permit Required. No person may construct, install or maintain in the Public ROW any wireless communication facilities without first receiving a permit from the Town. Notwithstanding the foregoing, in the event of an emergency, a provider or its duly authorized representative may work in the Public ROW prior to obtaining a permit, provided that the provider shall contact the Town prior to commencing the work and shall apply for a permit as soon as reasonably possible, but not later than twenty-four (24) hours after commencing the emergency work. For purposes of this subsection, an "emergency" means a circumstance in which immediate repair to damaged or malfunctioning facilities is necessary to restore lost service or prevent immediate harm to persons or property.

- D. Permit Application Requirements. The application shall be submitted by the provider or its duly authorized representative and shall contain the following:
1. The applicant's name, address, telephone number, and email address, including emergency contact information for the applicant.
  2. The names, addresses, telephone numbers, and email addresses of all consultants, if any, acting on behalf of the applicant or provider with respect to the filing of the application.
  3. A description of the proposed work and wireless communication facility sufficient to demonstrate compliance with the provisions of this Chapter.
  4. If applicable, a copy of the authorization from the owner of the pole, tower or support structure on or in which the wireless communication facility will be placed or attached.
  5. Detailed construction drawings and photo simulations regarding the proposed wireless communication facility.
  6. To the extent the proposed wireless communication facility involves collocation on a pole, tower or support structure, a structural report performed by a Wyoming licensed professional engineer evidencing that the pole, tower or support structure will support the collocation (or that the pole, tower or support structure will be modified to meet structural requirements) in accordance with applicable codes.
  7. For any new above-ground wireless communication facilities, accurate visual depictions or representations, if not included in the construction drawings or photo simulations.
  8. Any other submission requirements per published Town policies or regulations.
- E. Proprietary or Confidential Information in Application. Applications are public records that may be made publicly available pursuant to the Wyoming Public Records Act, W.S. §16-4-201 through §16-4-205. Notwithstanding the foregoing, the applicant may designate portions of its application materials that it reasonably believes contain proprietary or confidential information as "proprietary" or "confidential" by clearly marking each portion of such materials accordingly, and the Town shall treat the information as proprietary and confidential, subject to the Wyoming Public Records Act and the Town's determination that the applicant's request for confidential or proprietary treatment of application materials is reasonable and in compliance with such law. The Town shall not be required to incur any costs to protect the application materials from disclosure, other than the Town's routine procedures for complying with the Wyoming Public Records Act.
- F. Ordinary Maintenance and Repair. A permit shall not be required for ordinary maintenance and repair. The provider or other person performing the ordinary maintenance and repair shall obtain any other permits required by applicable laws and shall notify the Town in writing at least forty-eight (48) hours before performing the ordinary maintenance and repair.



- G. Application Fees and Bonds. All applications pursuant to this Chapter shall be accompanied by the requisite fees required by the Town. Unless otherwise provided in an Agreement or agreed to in writing by the Town, a performance or construction bond or other form of surety acceptable to the Town equal to at least one hundred percent (100%) of the estimated cost of the work within the Public ROW shall be provided before the applicant commences work.
- H. Effect of Permit. A permit from the Town authorizes an applicant to undertake only the activities in the Public ROW specified in the application and permit, and in accordance with this Chapter and any conditions included in the permit. A permit does not authorize attachment to or use of existing poles, towers, support structures or other structures in the Public ROW. A permittee or provider must obtain all necessary approvals from the owner of any pole, tower, support structure or other structure prior to any attachment or use. A permit does not create a property right for the applicant. The applicant shall not interfere with other uses or users of the Public ROW.
- I. Duration. Any permit for construction issued under this Chapter shall be valid for a period of one (1) year, provided that the one (1) year period may be extended for up to an additional one (1) year upon approval by the governing body or its designee upon the written request of the applicant (made prior to the end of the initial one [1] year period) if the failure to complete construction is as a result of circumstances beyond the reasonable control of the applicant.
- J. Batch Permits. An applicant may simultaneously submit not more than ten (10) applications for wireless communication facilities, or may file a single, consolidated application covering such wireless communication facilities, provided that the proposed wireless communication facilities are to be deployed on the same type of structure using similar equipment within the Town.

## **Section 2.2 Administrative Review**

- A. Approval Process. Small wireless facilities in the Public ROW may be approved through administrative review if the following requirements are met:
1. A complete application is submitted, all fees are paid and a permit is obtained by the applicant or provider; and
  2. Each new, modified or replacement pole, tower or structure installed in the Public ROW shall not exceed the height limits of the respective zoning district. If a height limit is exceeded, then either a conditional use permit or special use permit is required; and
  3. The applicant complies with all of the other requirements of this Chapter.
- B. Design Standards. Subject to Section 2.2(A)(2) above, all poles built for the sole or primary purpose of supporting wireless communication facilities may be approved through administrative review if the following design guidelines are also acceptable to the Town:
1. Height, shape, design and color for poles and related equipment.
  2. Number, location and styles of poles that may be installed or used.

3. Aesthetic approach for different types of poles and related equipment.
4. Construction approach per wireless communication facility, including powering and metering.
5. Structural integrity.
6. Set-backs for poles and ground-mounted equipment.
7. Ground-mounted equipment for small wireless facilities may be used only to house equipment in support of the operation of the facilities.
8. Lighting, marking and noise requirements.
9. Fencing/landscaping/screening/signage requirements.
10. Collocation analysis.
11. Use of decorative poles, where necessary.
12. A written report will be prepared, signed and sealed by a Wyoming licensed professional engineer or a qualified employee of the applicant, which assesses whether the proposed small wireless facility demonstrates compliance with the Radio Frequency emissions limits established by the FCC. The qualified employee of the applicant shall submit his or her qualifications with the report.

### **Section 2.3 Public ROW Construction and Installation Requirements**

- A. Lighting. Towers may not be artificially lighted, unless required by public safety, the FAA or applicable Town regulation.
- B. State or Federal Requirements. All towers and antennas must meet current standards and regulations of the FAA, FCC and any other agency of the local, state or federal government with authority to regulate towers and antennas.
- C. Building Codes. To ensure the structural integrity of poles and towers, the owner of a pole or tower shall ensure that the pole or tower is maintained in compliance with Industry standards and applicable State and local building code standards.
- D. Public Notice. For purposes of this Chapter, any application for a wireless communication facility, including small wireless facilities, variance, exception or appeal of a request for a permit requires public notice to all adjoining property owners and all owners of surrounding properties as may be required by the Town Code.
- E. Equipment Cabinets. The equipment cabinets shall comply with all applicable building codes and zoning requirements. A site plan is also required.
- F. Inventory of Existing Sites. Not more than one (1) time per year, each applicant for a macrocell tower shall provide to the Town an inventory of the provider's existing towers, antennas, or sites approved for towers or antennas, that are either within the jurisdiction

of the Town or within one (1) mile of the border thereof, including specific information about the location and tower height. The Town may share such information with other applicants applying for administrative review or other permits under this Chapter or other organizations seeking to locate antennas within the jurisdiction of the Town, provided, however, that the Town is not, by sharing such information, in any way representing or warranting that such sites are available or suitable.

- G. Color. To the extent feasible, the antennas shall be placed and colored to blend into the architectural detail and coloring of the host structure. Towers shall be painted a color that best allows them to blend into the surroundings. The use of grays, blues, greens, dark bronze, browns or other site specific colors may be appropriate; however, each case shall be evaluated individually.
- H. Signs. No facilities may bear any signage other than that required by law or expressly permitted or required by the Town.
- I. Visual Impact. All wireless communication facilities in residential districts, historic and downtown districts shall be sited and designed with stealth features to minimize adverse visual impacts on surrounding properties and the traveling public to the greatest extent reasonably possible, consistent with the proper functioning of the wireless communication facilities. Such wireless communication facilities and equipment enclosures shall be integrated through location and design to blend in with the existing characteristics of the site. Stealth and concealment techniques must be appropriate given the proposed location, design, visual environment, and nearby uses, structures, and natural features. Such wireless communication facilities shall also be designed to either resemble the surrounding landscape and other natural features where located in proximity to natural surroundings, or be compatible with the built environment or be consistent with other uses and improvements permitted in the relevant zone.
- J. Building-mounted WCFs.
  - 1. All transmission equipment shall be concealed within existing architectural features to the extent feasible. Any new architectural features proposed to conceal the transmission equipment shall be designed to mimic the existing underlying structure, shall be as proportional as possible to the existing underlying structure or conform to the underlying use and shall use materials in similar quality, finish, color and texture as the existing underlying structure.
  - 2. All roof-mounted transmission equipment shall be set back from all roof edges to the extent feasible consistent with the need for "line-of-sight" transmission and reception of signals.
  - 3. Antenna arrays and supporting transmission equipment shall be installed so as to camouflage, disguise or conceal them to make them closely compatible with and blend into the setting or host structure.
- K. Placement and Notice
  - 1. All pole-mounted transmission equipment shall be mounted as close as technically possible to the pole so as to reduce the overall visual profile to the extent feasible subject to applicable safety codes.

2. Prior to the installation or construction of a wireless communication facility within the Public ROW or utility easement, the provider must notify all utilities located within such Public ROW or utility easement regarding its proposed use of the Public ROW or utility easement.
- L. Accessory Equipment. All accessory equipment located at the base of a pole or tower shall be placed (at the provider's choice) in an existing building, underground, or in an equipment shelter or cabinet that is (a) designed to blend in with existing surroundings, using architecturally compatible construction and colors; and (b) be located so as to be unobtrusive as possible consistent with the proper functioning of the wireless communication facilities.
- M. Site Design Flexibility. Individual sites vary in the location of adjacent buildings, existing trees, topography and other local variables. By mandating certain design standards, there may result a project that could have been less intrusive if the location of the various elements of the project could have been placed in more appropriate locations within a given site. Therefore, the wireless communication facilities and supporting equipment may be installed so as to best camouflage, disguise or conceal them, to make the wireless communication facilities more closely compatible with and blend into the setting or host structure, upon approval by the Town.
- N. Landscaping, Screening and Fencing.
1. Equipment shelters and cabinets and other on the ground ancillary equipment shall be screened with landscaping (except for those in the Public ROW) as required for the zone in which they are located or with another design acceptable to the Town. Alternatively, where technically feasible, the applicant may incorporate the cabinet and other equipment into the base of a new pole (for example, for a small wireless facility) provided there is adequate space in the Public ROW and that Americans with Disabilities Act sidewalk accessibility requirements can be met. All provisions of the Americans with Disabilities Act (including, but not limited to, clear space requirements) shall be met by the provider.
  2. Except for locations in the Public Right-of-Way, a site-obscuring fence (for example, wrought iron as opposed to barbed wire) shall be constructed around each tower and around related support or guy anchors at the height specified for the particular zoning district. Access shall only be through a locked gate. Any fence shall comply with the other design guidelines of the Town Code.
- O. New Poles. To the extent technically feasible, new poles must be designed to match the existing light fixtures and other poles, and they shall serve a dual purpose (for example, a new light fixture, flag pole or banner clips).

- P. As-builts and Maps. The provider shall furnish to the Town paper and electronic maps showing the location of its equipment in the Public ROW and as-builts after construction is completed.

#### **Section 2.4 Attachment to and Replacement of Decorative Poles**

- A. Notwithstanding anything to the contrary in this Chapter, an applicant may not install a small wireless facility on a decorative pole, or replace a decorative pole with a new decorative pole unless the Town has determined, in its sole discretion, that each of the following conditions has been met:
1. The application qualifies for issuance of a permit; and
  2. The attachments and replacement pole are in keeping with the aesthetics of the decorative pole.
- B. An applicant may not install a small wireless facility on a decorative pole, replace a decorative pole with a new decorative pole, or install new above-ground facilities in the Historic District unless the Town has determined, in its sole discretion, that each of the following conditions has also been met:
1. The application qualifies for issuance of a permit; and
  2. The attachment and replacement pole are in keeping with the aesthetics and character of the decorative pole and Historic District.

#### **Section 2.5 General Work Requirements**

- A. General Safety and Compliance with Laws. The permittee shall employ due care during the installation, maintenance or any other work in the Public ROW, and shall comply with all safety and construction requirements of applicable laws, Town guidelines, standards and practices and any additional commonly accepted safety standards.
- B. Traffic Control. Unless otherwise specified in the permit, the permittee shall erect a barrier around the perimeter of any excavation and provide appropriate traffic control devices, signs and lights to protect, warn and guide the public (vehicular and pedestrian) through the work zone. The manner and use of these devices shall be as described within a traffic control plan. The permittee shall maintain all barriers and other traffic control and safety devices related to an open excavation until the excavation is restored to a safe condition or as otherwise directed by the Town.
- C. Interference. The permittee shall not interfere with any existing facilities or structures in the Public ROW, and shall locate its lines and equipment in such a manner as not to interfere with the usual traffic patterns (vehicular or pedestrian) or with the rights or reasonable convenience of owners of property that abut any Public ROW.
- D. Utility Locates. Before beginning any excavation in the Public ROW, the permittee shall comply with One Call of Wyoming.

E. Compliance with Permit

1. All construction practices and activities shall be in accordance with the permit and approved final plans and specifications. The Town and its representatives shall be provided access to the work site and such further information as they may require to ensure compliance with such requirements. All work that does not comply with the permit, the approved plans and specifications for the work, or the requirements of this Chapter, shall be removed at the sole expense of the permittee. The Town may stop work in order to assure compliance with the provisions of this Chapter.
2. In addition to obtaining a permit for installation of a wireless communication facility, an applicant must obtain all other required approvals as required by the Town.

**Section 2.6 Additional Submittal Requirements for Macrocell Towers**

In addition to the other requirements of this Chapter, the following shall also accompany applications for macrocell towers:

- A. Noise Study. A noise study shall be conducted, if requested by the Town.
- B. Site Plan. A scaled site plan clearly indicating the location, type, height and width of the proposed tower, on-site land uses and zoning, adjacent land uses and zoning, separation distances, adjacent roadways, photo simulations, a depiction of all proposed transmission equipment, proposed means of access, setbacks from property lines, elevation drawings or renderings of the proposed tower and any other structures, topography, parking, utility runs and other information deemed necessary to assess compliance with this Chapter.

**Section 2.7 Location of New Facilities**

- A. The Provider shall not locate or maintain its wireless communication facilities so as to interfere with the use of the Public ROW by the Town, by the general public or by other persons authorized to use or be present in or upon the Public ROW.
- B. Whenever any existing electric utilities, natural gas, water or sewer lines (or other public improvements) and communications facilities are located underground within a Public ROW, the Provider with permission to occupy the same portion of the Public ROW shall locate its wireless communication facilities underground at its own expense. The Town may, in its sole discretion, approve above-ground placement of equipment cabinets, pedestals and similar equipment. For facilities or equipment such as wireless communication facilities that cannot, by their nature, operate unless located above-ground, the provider and Town shall work to find a suitable location for such facilities or equipment, which may be outside of the Public ROW.
- C. In performing any work in or affecting the Public ROW, the provider, and any agent or contractor of the provider, shall comply with the provisions of this Chapter and all other applicable laws.
- D. The provider, or its agent or contractor, shall restore, repair and replace any portion of the Public ROW that is damaged or disturbed by the provider's wireless communication facilities or work in or adjacent to the Public ROW as required in this Chapter and all other applicable laws.

If the provider fails to timely restore, repair or replace the Public ROW as required in this subsection, the Town or its contractor may do so and the provider shall pay the Town's costs and expenses in completing the restoration, repair or replacement including attorneys' fees and expenses.

## **Section 2.8 Removal, Relocation and Abandonment**

- A. Within thirty (30) days following written notice from the Town, the provider shall, at its own expense, protect, support, temporarily or permanently disconnect, remove, relocate, change or alter the position of any of its wireless communication facilities within the Public ROW, including relocation of above-ground wireless communication facilities underground (consistent with the provisions of this Chapter), whenever the Town has determined, in its sole discretion, that such removal, relocation, change or alteration is necessary for the construction, repair, maintenance, or installation of any Town improvement, the operations of the Town in, under or upon the Public ROW, or otherwise is in the public interest. The provider shall be responsible to the Town for any damages the Town may incur as a result of the provider's failure to remove or relocate its wireless communication facilities.
- B. The Town retains the right and privilege to cut or move any wireless communication facility located within the Public ROW of the Town, as the Town may determine, in its sole discretion, to be necessary, appropriate or useful in response to any public emergency. If circumstances permit, the Town shall notify the provider and give the provider an opportunity to move its own facilities prior to cutting or removing the wireless communication facilities. In all cases the Town shall notify the provider after cutting or removing the wireless communication facility as promptly as reasonably possible.
- C. A provider shall notify the Town of abandonment of any wireless communication facility at the time the decision to abandon is made; however, in no case shall such notification be made later than thirty (30) days prior to abandonment. Following receipt of such notice, the provider shall remove its wireless communication facility at the provider's own expense, unless the Town determines, in its sole discretion, that the wireless communication facility may be abandoned in place. The provider shall remain solely responsible and liable for all of its wireless communication facilities until they are removed from the Public ROW unless the Town agrees in writing to take ownership of the abandoned wireless communication facilities.
- D. If the provider fails to timely protect, support, temporarily or permanently disconnect, remove, relocate, change or alter any of its wireless communication facilities or remove any of its abandoned wireless communication facilities as required in this subsection, the Town or its contractor may do so and the provider shall pay all costs and expenses related to such work, including any damages the Town incurs arising from the delay and attorneys' fees and expenses.

## **Section 2.9 Indemnification**

The applicant and provider shall defend, indemnify, and hold harmless the Town, its agents, officers, officials and employees from any and all damages, liabilities, injuries, losses, attorneys' fees, costs, and expenses, whether for personal injury, death or property damage, arising out of or in connection with the activities or performance of the applicant or provider. In the event the

Town becomes aware of any actions or claims, the Town shall promptly notify the applicant and provider and reasonably cooperate in the defense. It is expressly agreed that the Town shall have the right to approve, which approval shall not be unreasonably withheld, the legal counsel providing the Town's defense, and the applicant and the provider, as applicable, shall reimburse the Town for any costs, expenses and attorneys' fees directly and necessarily incurred by the Town in the course of the defense.

### **Section 2.10 Venue**

Venue for any judicial dispute between the Town and provider shall be in the \_\_\_\_\_ Court in \_\_\_\_\_, Wyoming.

### **Section 2.11 Insurance**

No person shall own or operate a wireless communication facility within the Town without having secured and at all times maintained in place insurance coverage which conforms to the following:

- A. Comprehensive general liability, automobile, workers compensation, employers liability and umbrella insurance in amounts satisfactory to the Town;
- B. For a wireless communication facility in the Public ROW or on Town property, the commercial general liability insurance policy shall specifically include the Town and its officers, officials, employees, and agents as additional insureds;
- C. All insurance policies shall be issued by an agent or representative of an insurance company licensed to do business in the State and with a Best's rating of at least \_\_\_\_\_; and
- D. Such policies shall not be modified or cancelled without thirty (30) days prior written notice being given to the Town and the insurance must be replaced by the owner of the wireless communication facility up to its original amounts.

### **Section 2.12 Independent RF Technical and Legal Review.**

Although the Town intends for Town staff to review applications to the extent feasible, the Town may retain the services of an independent consultant and attorney of its choice to provide technical and legal evaluations of permit applications. The consultant shall have recognized qualifications in the field of Radio Frequency engineering and the attorney in the field of wireless communication facilities regulations and approval processes. The review may include, but is not limited to (a) the accuracy and completeness of the items submitted with the application; (b) the applicability of analysis and techniques and methodologies proposed by the applicant; (c) the validity of conclusions reached by the applicant; and (d) whether the proposed small wireless facilities comply with the applicable approval criteria set forth in this Chapter. The applicant shall pay the cost for any independent consultant and attorneys' fees through a deposit, estimated by the Town, within ten (10) business days of the Town's request. When the Town requests such payment, the application shall be deemed incomplete for purposes of application processing time lines until the deposit is received. In the event that such costs and fees do not exceed the deposit amount, the Town shall refund any unused portion within thirty (30) days after the final permit is released or, if no final permit is released, within thirty (30) days after the Town receives a written request from the applicant. If the costs and fees exceed the deposit amount, then the applicant shall pay the difference to the Town before the permit is issued. The consultant and attorney shall



provide an itemized description of the services provided and related fees and costs. The fees shall be limited to a reasonable approximation of costs and the costs shall be reasonable.

### **Section 2.13 Federal Shot Clocks**

- A. Eligible Facilities Requests. This subsection implements Section 6409(a) of the Spectrum Act, 47 U.S.C. Section 1455(a), interpreted by the FCC in its Report and Order No. 14-153, which requires a state or local government to approve any Eligible Facilities Request for a modification of an existing tower or base station that does not result in a substantial change to the physical dimensions of such tower or base station. Eligible Facilities Requests shall be governed by the provisions of Federal law including, but not limited to, application review, the sixty (60) day shot clock, tolling and the deemed granted remedy. Eligible Facilities Requests are subject to administrative review by the Town.
- B. Small Wireless Facilities - Collocation on Existing Structures. This subsection implements the sixty (60) day shot clock which is contained in the FCC's Declaratory Ruling and Third Report and Order adopted September 26, 2018, regarding the collocation of small wireless facilities on existing structures. These requests shall be governed by the provisions of Federal law including, but not limited to, application review and incompleteness, resetting of the sixty (60) day shot clock once upon timely notice of incompleteness, tolling and available remedies.
- C. Small Wireless Facilities - Construction (New Structures). This subsection implements the ninety (90) day shot clock which is contained in the FCC's Declaratory Ruling and Third Report and Order adopted September 26, 2018, regarding the construction of small wireless facilities on a new structure. These requests shall be governed by the provisions of Federal law including, but not limited to, application review and incompleteness, resetting of the ninety (90) day shot clock once upon timely notice of incompleteness, tolling and available remedies.
- D. Collocation for Other Than Small Wireless Facilities. This subsection implements, in part, 47 U.S.C. Section 332(c)(7) of the Federal Communications Act of 1934, as amended, as interpreted by the FCC regarding collocation applications for other than small wireless facilities including, but not limited to, application review, the ninety (90) day shot clock and tolling.
- E. New Sites or Towers. This subsection implements, in part, 47 U.S.C. Section 332(c)(7) of the Federal Communications Act of 1934, as amended, as interpreted by the FCC regarding new site or tower applications including, but not limited to, application review, the one hundred fifty (150) day shot clock and tolling.

### **Section 2.14 Other Review and Approvals**

All other proposed installations within the Public ROW involving wireless communication facilities (for example, where the facilities do not qualify as small wireless facilities), shall require the issuance of a conditional use permit or special use permit under the Town Code.

**Section 2.15 Violation of this Chapter**

Violation of any of the provisions of this Chapter shall be punishable with a fine of up to \$\_\_\_\_\_ for each violation. Each day that a violation occurs or is allowed to exist by the applicant or provider constitutes a separate offense.

**Section 2.16 Effective Date**

This Ordinance shall take effect on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Passed and approved on first reading this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Clerk

Passed and approved on second reading this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Clerk

Passed, approved and adopted on third reading this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Clerk





# United States Department of the Interior

BUREAU OF RECLAMATION  
Great Plains Region  
Wyoming Area Office  
P.O. Box 1630  
Mills, WY 82644-1630

IN REPLY REFER TO:

WY-4303  
2.2.4.23

DEC 07 2018

Mr. Bruce Martin  
Public Utilities Manager  
Board of Public Utilities  
200 North David  
Casper, WY 82601

Subject: Water Available Under Contract No. 2-07-70-W0534

Dear Mr. Martin:

The United States, the Casper-Alcova Irrigation District, and the City of Casper entered into Contract No. 2-07-70-W0534 on April 15, 1982. This contract allows for a maximum of 7,000 acre-feet (AF) of water per year to be available to the City of Casper from the Kendrick Project water supply. Pursuant to Section 7-C of Contract 2-07-70-W0534, this letter is to notify you that a water supply of 7,000 AF is anticipated to be available to the City of Casper for water year 2019 under the terms and conditions of the contract.

If you have any questions regarding the water available for the City of Casper under this contract, please contact Cathy Johnston at 307-261-5649.

Sincerely,

Brad Cannon  
Chief, Contracts and Compliance Branch

cc: see next page

cc: Mr. J. Carter Napier  
City Manager  
City of Casper  
200 North David Street  
Casper, WY 82601

✓ Mayor Ray Pacheco  
City of Casper  
200 North David Street  
Casper, WY 82601

Mr. Harry LaBonde  
Wyoming Water Development Commission  
6920 Yellowtail Road  
Cheyenne, WY 82002

Mr. Herman Strand  
President  
Casper-Alcova Irrigation District  
P.O. Box 849  
Mills, WY 82644

Mr. Patrick T. Tyrrell  
Wyoming State Engineer  
Herschler Building, 4<sup>th</sup> Floor - East  
122 West 25<sup>th</sup> Street  
Cheyenne, WY 82002-0370