

REGULAR COUNCIL MEETING
Tuesday, December 5, 2017
6:00 p.m.

COUNCIL POLICY
PUBLIC STATEMENTS

- I. Members of the Public Wishing to Place a New Item on the Agenda Must Submit a Written Request to the City Manager No Later Than 11:00 a.m. on the Wednesday Preceding the Council Meeting.
- II. Members of the Public Wishing to Speak to an Item Already on the Agenda, Other Than a Public Hearing, Must Submit a Written Request to the City Manager by 12:00 Noon on the Monday Immediately Preceding the Council Meeting.
- III. When Speaking to the City Council Please:
 - Clearly State Your Name and Address.
 - Direct all questions/comments to the Mayor and only the Mayor.
 - No personal attacks on staff or Council.
 - Speak to the City Council with Civility and Decorum.
- IV. The City Council Will Not Respond to Any Comments or Questions Concerning Personnel Matters. Any Such Comments or Questions Will be Handled by the Appropriate Persons. Public Hearing Comments and Presentations Will be Limited to Five Minutes or Less per Person, nor Will Time Extensions be Permitted. No Duplication of Speakers will be Allowed.
- V. Questions Posed by Speakers May, or May Not be Responded to by Council Members.
- VI. Willful Disruption of, or the Breach of the Peace at, a Council Meeting may Result in the Removal of any Such Individuals or Groups from the Council Chambers.

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

AGENDA

1. ROLL CALL
2. PLEDGE OF ALLEGIANCE
3. CONSIDERATION OF MINUTES OF THE NOVEMBER 21, 2017 REGULAR COUNCIL MEETING, AS PUBLISHED IN THE CASPER STAR-TRIBUNE ON DECEMBER 2, 2017
4. CONSIDERATION OF BILLS AND CLAIMS

Public Safety



Sustainability
of Assets & Services

5. BRIGHT SPOTS IN OUR COMMUNITY – PLATTE RIVER RESTORATION

6. ESTABLISH DATE OF PUBLIC HEARING

A. Consent

1. Establish December 19, 2017, as the Public Hearing Date for Consideration of:
 - a. **Vacate** a Portion of **South Forest Drive**.
 - b. **New Bar and Grill License No. 10**, for Marvin Piel Family, LLC, d/b/a **The Tower**, Located at 100 North Center Street.
 - c. Transfer of Ownership for **Retail Liquor License No. 5**, Owned by **Lucky 95, LLC**, Located at 134 North Center to Travis Taylor Located at 134 North Center.
 - d. **Disposition of Former Plains Furniture Properties**, Located between David Street and Ash Street in the Old Yellowstone District.
2. Establish February 20, 2018, as the Public Hearing Date for Consideration of:
 - a. **Annual Renewal** of All City of Casper **Liquor Licenses**.

7. THIRD READING ORDINANCES

A. Consent

1. Appeal of the Planning and Zoning Commission’s Decision to Deny a Requested **Zone Change** of Lots 1-4, Thomas D. Ross #1 Addition, Located at **802-808 North Washington Street** From R-3 (One to four Unit Residential) to C-2 (General Business).
2. **Zone Change** of the **CPH Addition**, Generally Located on Aryn Lane, West of Coffman Avenue, from R-2 (One Unit Residential) to R-3 (One to Four Unit Residential).

8. SECOND READING ORDINANCE

A. Consent

1. **Vacate a Portion of South Spruce Street**, Between East 14th and 15th Streets, Located in the Area Subdivision of City of Casper, WY.



9. RESOLUTIONS

A. Consent

1. Authorizing the City of Casper to Implement the Provisions of **Sections 414(h)(2) of the Internal Revenue Code**, Regarding **Employer Pick-Up of Employee Retirement Contributions to the Wyoming Retirement System**.
2. Authorizing Change Order No. 1 with **Hedquist Construction Inc.**, for a Winter Shutdown for the **Robertson Road South Pathway Project**.
3. Authorizing a Lease Agreement with **Ray and Faye Nash, LLC**, for Management and Operation of the **Casper Speedway**.
4. Authorizing an Agreement with **HDR Engineering, Inc.**, in the Amount of \$82,565, for the **Wastewater Treatment Plant Digester Boiler Installation Project**.
5. Authorizing Agreement with **Hitek Communications, Inc.**, in the Amount of \$22,722 for the **CATC Security Improvements Project**.
6. Authorizing Lease Agreement with **St. Anthony's Tri-Parish Catholic School** for use of the **Casper Ice Arena**.
7. Authorizing Four (4) Documents Relating to the **Closure and Eventual Disposal of Grant Elementary School**.
 - a. Corrective Quitclaim Deed
 - b. Dedication
 - c. Amendment to the Lease Agreement
 - d. Access Easement
8. Authorizing the Mayor to Sign the **Registration Form** for the **2020 Census Local Update of Census Addresses Operation**.
9. Approving **Improvements to the Former Petroleum Club Site**, to Establish Gruner Brothers Brewing, Located in the North Platte Industrial Park, as Required **Pursuant to the North Platte Industrial Park Covenants**.
10. Authorizing a Lease Agreement with **Mountain Sports** for the Operation of the Ski and **Snowboard Equipment Rental at Hogadon Ski Area**.
11. Authorizing a Lease Agreement with **Casper Mountain Ski Patrol** for the 2017-19 Season at **Hogadon Ski Area**.
12. Authorizing the Mayor to Sign Applications for **Reallocation of FY 15-16 Consensus Funds** for the City of Casper.

10. MINUTE ACTION

A. Consent

1. Authorizing the Purchase of One (1) New **Roll Off Truck Body**, in the Amount of \$44,089.05, from **Ameri-Tech Equipment Company**, for Use by the Solid Waste Division of the Public Services Department.
2. Authorizing the Purchase of One (1) New **Side Loading Sanitation Truck Body**, in the Amount of \$142,986.99, from **Ameri-Tech Equipment Company**, for Use by the Solid Waste Division of the Public Services Department.
3. **Rejecting all Bids** Received for the Purchase of One (1) New **Front Loading Sanitation Truck Body**, to be Used in the Solid Waste Division of the Public Services Department.

11. COMMUNICATIONS

A. From Persons Present

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

13. ADJOURN INTO EXECUTIVE SESSION - LITIGATION

Upcoming Council meetings

Council meetings

6:00 p.m. Tuesday, December 19, 2017 – Council Chambers

6:00 p.m. Tuesday, January 2, 2018 – Council Chambers

Work sessions

4:30 p.m. Tuesday, December 12, 2017 – Council Meeting Room

4:30 p.m. Tuesday, January 9, 2018 – Council Meeting Room

ZONING CLASSIFICATIONS

FC	Major Flood Channels & Riverbanks	PUD	Planned Unit Development
AG	Urban Agriculture	HM	Hospital Medical
R-1	Residential Estate	C-1	Neighborhood Convenience
R-2	One Unit Residential	C-2	General Business
R-3	One to Four Unit Residential	C-3	Central Business
R-4	High-Density Residential	C-4	Highway Business
R-5	Mixed Residential	M-1	Limited Industrial
R-6	Manufactured Home (Mobile) Park	M-2	General Industrial
PH	Park Historic	SMO	Soil Management Overlay
HO	Historic Overlay	ED	Education
OB	Office Business	OYD	Old Yellowstone District



COUNCIL PROCEEDINGS
 Casper City Hall – Council Chambers
 November 21, 2017

Casper City Council met in regular session at 6:00 p.m., Tuesday, November 21, 2017. Present: Councilmembers Hopkins, Huckabay, Laird, Morgan, Pacheco, Powell, Walsh and Mayor Humphrey. Absent: Councilmember Johnson.

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

Southridge Kindness Club members & DECA students led the audience in the Pledge of Allegiance.

Layla, of the Southridge Kindness Club, shared what the Kindness Club does and thanked Councilmembers for their service.

Moved by Councilmember Morgan, seconded by Councilmember Laird, to, by minute action, approve the minutes of the November 7, 2017, regular Council meeting, as published in the Casper-Star Tribune on November 17, 2017. Motion passed.

Moved by Councilmember Pacheco, seconded by Councilmember Powell, to, by minute action, approve payment of the November 21, 2017, bills and claims, as audited by City Manager Napier. Motion passed.

Bills & Claims
 11/21/17

A-1	Services	\$130.00
AAALandscaping	Services	\$1,477.17
ABonnifield	Refund	\$13.86
Adecco	Services	\$930.60
AHiatt	Reimb	\$13.38
AllianceElec	Services	\$3,061.75
AMBI	Services	\$2,007.43
Ameritech	Services	\$47,066.05
Balefill	Services	\$106,982.87
BankOfAmerica	Goods	\$213,788.76
BHEnergy	Services	\$15,922.44
BMattila	Reimb	\$249.96
Boys&GirlsClubs	Funds	\$18,321.25
BSchroeder	Reimb	\$92.37
CardinalTrack	Services	\$686.48
CasperPubUtilities	Services	\$176.15
Centurylink	Services	\$19,601.94

Ch2mHill	Services	\$33,901.17
ChamberofCommerce	Goods	\$550.00
CIGNA	Services	\$11,436.18
CivilEngineeringProfessionals	Projects	\$13,132.90
CMiller	Reimb	\$50.47
CommTech	Goods	\$8,949.00
ComputerPros	Goods	\$8,224.40
Comtronix	Services	\$132.00
CrimeSceneInfo	Services	\$86.25
CtrlWySrSvcs	Funds	\$25,811.50
DaveLodenConstruction	Projects	\$15,500.00
DoubleDWelding	Services	\$38,625.00
DSanders	Reimb	\$511.26
DTugman	Refund	\$26.74
DvdsnFxdMgmt	Services	\$3,561.81
EmergencyMedPhysicians	Services	\$498.00
EWernerPubl	supplies	\$148.78
FirstData	Services	\$504.91
FirstInterstateBank	Services	\$2,037.41
FirstInterstateBank	Services	\$402.70
FremontMotorCasper,Inc	Goods	\$528.00
FtCasparMuseumAssoc	Services	\$2,250.50
GMarshInc	Services	\$1,910.48
GobleSampson	Services	\$4,002.75
GrtWstrnPrk&Plygrd	Supp	\$5,877.90
GSchenfisch	Services	\$25.00
HallsCstmPvng	Svc	\$4,468.00
HDR Engineering	Projects	\$6,136.21
HighPlainsConstruction	Goods	\$442.80
HinspergPoly	Svcs	\$5,106.00
Homax	Goods	\$43,927.44
Installation&Svc	Projects	\$201,644.08
ISC	Supplies	\$6,999.20
ITCElec	Services	\$1,040.40
J Gall	Reimb	\$575.00
JTLGroup	Services	\$26,194.10
LChristensen	Reimb	\$65.00
LnclnNtlLife	Services	\$266.39
LongBuildingTech	Services	\$3,662.25
Lower&Co	Svc	\$300.00
MBRobinson	Services	\$4,790.00
McMurryReadyMix	Goods	\$108.50
MMcdaniels	Reimb	\$72.20

MOgden	Reimb	\$69.59
MtnStateConst	Services	\$1,900.00
MunicipalCodeCorp	Goods	\$900.00
Nalco	Supp	\$30,158.28
NationalBenefitServices	Services	\$390.40
NCSheriffsOffice	Funding	\$15,000.00
NordicSound	Goods	\$3,003.00
NrthrnLghtsMfg	Services	\$8,095.00
OneCallofWy	Services	\$796.50
PetersonEquip	Supp	\$29,868.28
Pittsburg Tank	Services	\$79,764.75
PJones	Reimb	\$87.20
PlatteRiverParkwayTrust	Funding	\$18,956.29
PMoore	Reimb	\$47.24
Pntwrks	Services	\$769.75
PostalPros	Services	\$3,270.77
PwrSvc	Supp	\$275.00
RConstantino	Reimb	\$100.00
RegionalWater	Services	\$310,816.89
RiverOaksComm	Services	\$1,915.25
RockyMtnPower	Services	\$151,943.65
RodBarstadsPnt	Services	\$1,022.45
RVlach	Reimb	\$75.00
SamParsonsUpholstery	Services	\$213.00
ShoshoneDistributing	Goods	\$520.00
SkylineRanches	Services	\$533.67
Smarsh	Services	\$1,772.00
SolidWasteProfessionals	Services	\$13,134.36
Spectrum	Funding	\$123,440.48
StellarProgramming	Services	\$5,500.00
SuperiorInd	Services	\$399.72
TElhart	Reimb	\$161.86
TretoConstruction	Projects	\$23,775.00
Tweed'sWholesale	Goods	\$141.62
UofLouisville	Svc	\$1,535.00
UvDoctorLamps	Goods	\$3,554.59
Wamco	Tests	\$1,000.00
WardwellWater&Sewer	Services	\$50.60
WERCSCommunications	Services	\$1,507.28
WesternWaterConsult	Services	\$7,223.94
WestlandPark	Services	\$2,007.51
WestSafetySvcs	Services	\$165.00
WilliamsPorterDay	Services	\$57.00

WyDeptRevenue	Taxes	\$801.17
WYDOT	Services	\$111.00
WyMedCenter	Services	\$718.20
Z Winter	Reimb	\$268.76
		\$1,762,822.19

Mayor Humphrey greeted members of the Natrona County High School and Kelly Walsh Distributive Education Clubs of America (DECA) Clubs. Student DECA members Stephanie Higbee, Jordan Carlson and an additional student came forward to thank Council, share information about DECA, and to read and accept the proclamation honoring November 2017 as DECA month.

Following ordinance read:

ORDINANCE NO. 18-17
 AN ORDINANCE GRANTING AN ELECTRIC UTILITY
 FRANCHISE AND GENERAL UTILITY EASEMENT TO
 PACIFICORP, AN OREGON CORPORATION, DOING
 BUSINESS AS ROCKY MOUNTAIN POWER.

Councilmember Hopkins presented the one (1) foregoing ordinance for adoption, on third reading. Seconded by Councilmember Powell. City Manager Napier provided a brief report.

Keith Goodenough, 333 S. Socony, addressed Council.

Councilmembers made statements on the subject and expressed their concerns with the franchise fee rate, the term length, and the expenditure of the collected fees.

Councilmember Walsh moved to table the third reading of Ordinance No. 18-17. Seconded by Councilmember Laird. Councilmembers Hopkins, Huckabay, Pacheco, and Powell voted nay. Councilmembers Laird, Morgan, Walsh, and Mayor Humphrey voted aye. Motion to table failed.

Moved by Councilmember Morgan to amend the ordinance setting the franchise fee rate at 7% and setting the rate to automatically drop to 5% in four years. Seconded by Councilmember Walsh. Mayor Humphrey inquired if this would require further contract negotiations. Interim City Attorney Chambers stated there would be no legal reason for negotiations, but a management decision would be appropriate. City Manager Napier stated he felt the amendment would be immaterial to the body of the franchise. Mayor Humphrey requested that Leslie Blythe, Rocky Mountain Power representative, come forward to address Council. Ms. Blythe addressed numerous questions presented by Council. Council further discussed the matter. Councilmember called for the question. Councilmembers Hopkins and Huckabay voted nay. Motion to amend Ordinance No. 18-17 passed.

Councilmember Laird moved to amend Ordinance No. 18-17 to a 4 year term. Motion died for a lack of a second.

Council then voted on Ordinance No. 18-17, as amended. Councilmember Huckabay voted nay. Following ordinance passed:

ORDINANCE NO. 18-17 AMENDED
AN ORDINANCE GRANTING AN ELECTRIC UTILITY
FRANCHISE AND GENERAL UTILITY EASEMENT TO
PACIFICORP, AN OREGON CORPORATION, DOING
BUSINESS AS ROCKY MOUNTAIN POWER.

WHEREAS, under Wyoming Statute § 15-1-103(a)(xxxiii), the City of Casper, sets the franchise fee rates charged to utility companies for use of the City's right-of-ways; and,

WHEREAS, PacifiCorp, doing business as Rocky Mountain Power (hereinafter referred to as Rocky Mountain Power), is a regulated public utility that provides electric power and energy to the citizens of the City of Casper, Wyoming (the "City") and other surrounding areas; and,

WHEREAS, providing electrical power and energy requires the installation, operation and maintenance of power poles and other related facilities to be located within the public ways of the City; and,

WHEREAS, Ordinance 24-99, granted a franchise to Rocky Mountain Power, and Ordinance 19-13 amended the franchise fees; and,

WHEREAS, the current franchise, as amended, was scheduled to expire by its terms on May 4, 2017, which expiration date was extended to November 4, 2017, by the Franchise Extension Agreement between the parties as approved by the City Council on May 2, 2017, and further extended by the Second Franchise Extension Agreement between the parties as approved by the City Council on October 17, 2017, so as to expire on the earlier of (1) December 31, 2017, or (2) adoption of this new franchise ordinance by the City Council and its acceptance by Rocky Mountain Power; a new franchise (hereinafter referred to as the "franchise") is necessary; and,

WHEREAS, the City desires to set forth the terms and conditions by which Rocky Mountain Power may use the public ways of the City.

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

SECTION 1. Grant of Franchise and General Utility Easement.

A. Subject to the terms and conditions set forth in this franchise, the City hereby grants to Rocky Mountain Power the right, privilege and authority to construct, maintain, operate, upgrade, and relocate its electrical distribution and transmission lines and related appurtenances, including underground conduits and structures, poles, towers, wires, guy anchors, vaults, transformers, transmission lines, and communication lines (collectively referred to herein as "Electric Facilities") in, under, along, over and across the present and future streets, alleys, and rights-of-way, not including City parks, buildings or spaces not associated with City-owned rights-of-way (collectively referred to herein as "Public Ways") within the City, for the purpose of supplying and transmitting electric power and energy to the inhabitants of the City and persons and corporations beyond the limits thereof.

B. Nothing in this franchise shall be deemed to waive the lawful requirements of any generally applicable City ordinance existing as of the effective date of this franchise.

C. Unless otherwise agreed in writing, this franchise shall not be interpreted to prevent the City from imposing additional lawful conditions, including additional compensation conditions for use of Public Ways, should Rocky Mountain Power provide services other than an electrical system (for example, a cable system for purposes of providing a cable service).

D. This franchise is intended to convey limited rights and interests in Public Ways as set forth in Wyoming Statute § 15-1-103(a)(xxxiii) and its subsections. It is not a warranty of title or interest in any Public Way; it does not provide Rocky Mountain Power with any interest in any particular location within the Public Ways; and it does not confer rights other than as expressly provided in the grant hereof.

SECTION 2. Term. The term of this franchise is for twenty (20) years commencing on the date of acceptance by the Company as set forth in Section 3 below.

SECTION 3. Publication and Acceptance by Company. This ordinance shall be published once in a newspaper of general circulation within the City, pursuant to Wyoming statute § 15-1-116, and shall become effective on the day following its publication. Within sixty (60) days after the passage of this ordinance by the City, Rocky Mountain Power shall file an unqualified, written acceptance thereof with the City Clerk; otherwise, this ordinance and the rights, privileges and authority granted herein shall be null and void.

SECTION 4. Non -Exclusive Franchise. The right to use and occupy the Public Ways of the City is nonexclusive and the City reserves the right to use the Public Ways for itself or any other entity that provides service to City residences; provided, however, that such use shall not unreasonably interfere with Rocky Mountain Power's Electric Facilities or Rocky Mountain Power's rights as granted herein.

SECTION 5. City Regulatory Authority. In addition to the provision herein contained, the City reserves the right to adopt such additional ordinances and regulations as may be deemed necessary in the exercise of its police power for the protection of the health, safety and welfare of its citizens and their properties, and exercise any other rights, powers, or duties required or authorized, under the Constitution of the State of Wyoming, the laws of the State of Wyoming or City Ordinance.

SECTION 6. Indemnification.

A. General Indemnification. Rocky Mountain Power shall indemnify, defend and hold harmless, the City, its officers, elected and appointed officials, employees, agents and volunteers, from any action or claim for injury, death, damage, loss, liability, cost or expense, including court appeal costs and reasonable attorney's fees or reasonable expenses, arising from any casualty or accident to person or property in any way arising out of, or by reason of, any construction, excavation, operation, maintenance, construction, or any other act done or neglect or omission under this

franchise, by or for Rocky Mountain Power, its agents, or its employees. Rocky Mountain Power shall consult and cooperate with the City while conducting its defense of the City.

B. Indemnification for Relocation. Rocky Mountain Power shall indemnify the City for any damages, claims, additional costs or reasonable expenses assessed against, or payable by, the City arising out of, or resulting from, directly or indirectly, Rocky Mountain Power's failure to remove, adjust or relocate any of its Electric Facilities in the Public Ways in a timely manner in accordance with Section 11 of this franchise.

C. Hazardous Substances Indemnification. Rocky Mountain Power shall indemnify the City against any claims, costs and expenses of any kind, whether direct or indirect, incurred by the City arising out of a release of hazardous substances within the Public Ways caused by the System. For purposes of this franchise, "hazardous substances" shall have the same definition as set forth in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (U.S.C. § 42-103-9601, *et seq.*) as may be amended from time to time, or its successor.

SECTION 7. Insurance Requirements. If at any time during the term of this franchise Rocky Mountain Power ceases to be self-insured, Rocky Mountain Power shall procure and maintain for the remaining duration of this franchise insurance against claims for injuries to persons, death or damages to property which may arise from or in connection with Rocky Mountain Power's use of the Public Ways pursuant to this franchise, in such coverages as are commercially reasonable for a similarly -situated company providing similar goods and services; provided, however, in no event shall such insurance coverage be less than amounts for which the City would be liable under the Wyoming Governmental Claims Act, W.S. § 1-39-101 *et seq.*, as it may be amended from time to time.

SECTION 8. Annexation

A. Extension of City Limits. Upon the annexation of any territory to the City, the rights granted herein shall extend to the annexed territory to the extent the City has such authority. All Electric Facilities owned, maintained, or operated by Rocky Mountain Power located within any Public Ways of the annexed territory shall thereafter be subject to all of the terms hereof.

B. Notice of Annexation. When any territory is approved for annexation to the City, the City's Community Development Director or his/her designee shall, not later than ten (10) working days after passage of an ordinance approving the proposed annexation, provide by certified mail to Rocky Mountain Power: (a) each site address to be annexed as recorded on county assessment and tax rolls; (b) a legal description of the proposed boundary change; and (c) a copy of the City's ordinance approving the proposed annexation. The notice shall be mailed as to the addressees below, or such other updated address as Rocky Mountain Power shall provide to the City in writing by certified mail, return receipt requested.

Rocky Mountain Power
Attn: Annexations
P.O. Box 400
Portland, Oregon 97207-0400

With a copy to:
Rocky Mountain Power
Attn: Office of the General Counsel
1407 West North Temple, Room 320
Salt Lake City, UT 84116

Notwithstanding the foregoing, failure of the City to provide the notice described herein shall not constitute a material breach of this franchise.

SECTION 9. Plan, Design, Construction and Installation of Electric Facilities.

A. All Electric Facilities installed or used under authority of this franchise shall be used, constructed and maintained in accordance with applicable federal, state and city laws, codes and regulations.

B. All Electric Facilities shall be located so as to cause minimum interference with the Public Ways of the City and shall be constructed, installed, maintained, cleared of vegetation, renovated or replaced in accordance with applicable rules, ordinances and regulations of the City, and as follows:

1. Rocky Mountain Power is authorized to make excavations in City streets, alleys and public rights-of-way for purposes of routine repair, replacement and maintenance of Electric Facilities. Rocky Mountain Power shall direct its subcontractors to obtain excavation permits for streets and alleys within City rights-of-way, regardless of surfacing types, and traffic control permits for all streets, and shall not unnecessarily obstruct the use of streets, alleys or public rights-of-way. In the week prior to any planned excavations in the Public Ways, Rocky Mountain Power shall provide notice to the City of such excavations via email to the City's Public Works Department at the email address(es) or other means of contact as set forth in the then-current Community Performance Plan, or to such other email address(es) or means of contact as the City may provide to Rocky Mountain Power in writing from time to time. All mains, services, and pipes laid or installed under this franchise shall be so located and placed as not to obstruct or interfere with any water pipes, drains, sewers or other structures already installed. Notwithstanding the foregoing, Rocky Mountain Power shall not be obligated to obtain a permit to perform emergency repairs, but shall provide notice to the City via the above email addresses within a week following the emergency work. All excavation shall be performed in a manner that is anticipated to create the least inconvenience to the public as practicable, and in accordance with any permits and manuals issued by the City.

2. Rocky Mountain Power, in doing any work in connection with its Electric Facilities, shall avoid, so far as practicable, interfering with the use of any street, alley or public place, and where the paving or surface of any street, alley or public place is disturbed, Rocky Mountain Power, at its own expense, shall replace such paving or surface in accordance with the City of Casper's Standard Specifications for Street Construction in the Casper Municipal Code, and any other applicable ordinances, as they may be amended from time to time.

3. Paved streets shall be bored or drilled when they are crossed beneath the ground by Rocky Mountain Power's Electric Facilities so that the City's paved streets will not be unnecessarily damaged. The City Manager or his/her designee, in his/her sole discretion, may allow other

construction methods when it is found that drilling or boring is unreasonable and will not provide a sufficient public benefit for the cost.

4. In the event the City desires to undertake a project that may interfere with Rocky Mountain Power's facilities located within the Public Ways, Rocky Mountain Power shall cooperate and coordinate with the City to provide information about the existence and location of Rocky Mountain Power's facilities.

5. This franchise does not establish priority for use of public rights-of-way over holders of other permits or franchises; it grants no vested interest in occupying any particular position in the public rights-of-way. The City shall control distribution of space in the public rights-of-way, but may not exercise that authority unreasonably or in a way that would cause a violation of the National Electrical Safety Code or any other applicable standard. No location of any Electric Facilities shall give rise to a vested interest in public property.

6. Before commencing any street improvements or other work within a Public Way that may affect Rocky Mountain Power's Electric Facilities, the City shall give written notice to Rocky Mountain Power.

C. If, during the course of work on its Electric Facilities, Rocky Mountain Power causes damage to or alters the Public Ways or public property, Rocky Mountain Power shall (at its own cost and expense and in a manner reasonably approved by the City) replace and restore it in as good a condition as existed before the work commenced.

D. In addition to the installation of underground electric distribution lines as provided by applicable state law and regulations, Rocky Mountain Power shall, upon payment of all charges provided in its tariffs or their equivalent, place newly constructed electric distribution lines underground as may be required by City ordinance.

E. The City shall have the right without cost to use all poles and suitable overhead structures owned by Rocky Mountain Power within Public Ways for City wires used in connection with its fire alarms, police signal systems, or other public safety communication lines used for governmental purposes; provided, however, any such uses shall be for activities owned, operated or used by the City for a public purpose and shall not include the provision of CATV, internet, or similar services to the public. Provided further, that Rocky Mountain Power shall assume no liability nor shall it incur, directly or indirectly, any additional expense in connection therewith, and the use of said poles and structures by the City shall be in such a manner as to prevent safety hazards or interferences with Rocky Mountain Power's use of same. Nothing herein shall be construed to require Rocky Mountain Power to increase pole size, or alter the manner in which Rocky Mountain Power attaches its equipment to poles, or alter the manner in which it operates and maintains its Electric Facilities. City attachments shall be installed and maintained in accordance with the reasonable requirements of Rocky Mountain Power and the current edition of the National Electrical Safety Code pertaining to such construction. Further, City attachments shall be attached or installed only after written approval by Rocky Mountain Power in conjunction with Rocky Mountain Power's standard pole attachment application process. Rocky

Mountain Power shall have the right to inspect, at the City's expense, such attachments to ensure compliance with this Section 9.E. and to require the City to remedy any defective attachments.

F. Rocky Mountain Power shall have the right to excavate the public right-of-ways subject to reasonable conditions and requirements of the City. Before installing new underground conduits or replacing existing underground conduits, Rocky Mountain Power shall first notify the City of such work by written notice and shall allow the City, at its own expense (to include a pro rata share of the trenching costs), to share the trench of Rocky Mountain Power to lay its own conduit therein, provided that such action by the City will not unreasonably interfere with Rocky Mountain Power's Electric Facilities or delay project completion.

SECTION 10. Subdivision Plat Notification. Before the City approves any new subdivision and before recordation of the plat, the City shall obtain Rocky Mountain Power's approval of Electrical Facilities, including underground facilities to be installed by the developer, and associated rights of way depicted on the plat. A copy of the plat shall be mailed for approval to Rocky Mountain Power:

Rocky Mountain Power
Attn: Estimating Department
2840 E. Yellowstone Highway
Casper, WY 82609

SECTION 11. Relocations of Electric Facilities.

A. The City reserves the right to require Rocky Mountain Power to relocate its Electric Facilities, except for street lights, within the Public Ways for street and/or right-of-way projects in the interest of public convenience, necessity, health, safety or welfare, at no cost to the City. Within a reasonable period of time after written notice, Rocky Mountain Power shall promptly commence the relocation of its Electric Facilities. Before requiring a relocation of Electric Facilities, the City shall, with the assistance and consent of Rocky Mountain Power, identify a reasonable alignment for the relocated Electric Facilities within the Public Ways of the City. The City shall assign or otherwise transfer to Company all right it may have to recover the cost for the relocation work, and shall support the efforts of Rocky Mountain Power to obtain reimbursement by providing any relevant public records requested by Rocky Mountain Power that are available under the Wyoming Public Records Act, Wyoming Statutes § 16-4-201 *et seq.*

B. Rocky Mountain Power shall not be obligated to pay the cost of any relocation that is required or made a condition of a private development. If the removal or relocation of Electric Facilities is caused directly or otherwise by an identifiable development of property in the area, or is made for the convenience of a customer, Rocky Mountain Power may charge the expense of removal or relocation to the developer or customer. For example, Rocky Mountain Power shall not be required to pay relocation costs in connection with a road widening or realignment where the road project is made a condition of or caused by a private development.

C. Indemnification for relocation is addressed in Section 6 B. of this franchise.

SECTION 12. Vegetation Management. Rocky Mountain Power or its contractor may prune all trees and vegetation which overhang the Public Ways, whether such trees or vegetation originate within or outside the Public Ways to prevent the branches or limbs or other part of such trees or

vegetation from interfering with Rocky Mountain Power's Electric Facilities. Such pruning shall comply with *the American National Standard for Tree Care Operation (ANSI A300)* and be conducted under the direction of an arborist certified with the International Society of Arboriculture. A growth inhibitor treatment may be used for trees and vegetation species that are fast-growing and problematic. Nothing contained in this Section shall prevent Rocky Mountain Power, when necessary and with the approval of the owner of the property on which they may be located, from cutting down and removing any trees which overhang streets.

SECTION 13. Compensation, Reopening, Audit and Reports

A. Franchise Fee. In consideration of the rights, privileges, and franchise hereby granted, Rocky Mountain Power shall pay to the City for the first four (4) years after the effective date of the acceptance of this franchise, seven percent (7%) of its gross revenues derived from within the corporate limits of City. After four (4) years, the rate shall drop to five percent (5%), unless the rate is changed by the Casper City Council, and Rocky Mountain Power is notified as described below in this section. The term "gross revenue" as used herein shall be construed to mean any revenue of Rocky Mountain Power derived from the retail sale and use of electric power and energy within the municipal boundaries of the City after adjustment for the net write-off of uncollectible accounts and corrections of bills theretofore rendered. Notwithstanding any provision to the contrary, at any time during the term of this franchise, the City may elect to change the franchise fee amount as may then be allowed by state law. The City shall provide Rocky Mountain Power with prior written notice of such change following adoption of the change in percentage by the City. The change shall be effective sixty (60) days after the City has provided such written notice to Rocky Mountain Power.

B. Offset. The franchise fee shall not be in addition to any other license, occupation, franchise or excise taxes or charges which might otherwise be levied or collected by the City from Grantee with respect to Rocky Mountain Power's exercise of this franchise within the corporate limits of the City, and the amount due to the City under any such other license, occupation, franchise or excise taxes or other charges for corresponding periods shall be reduced by deducting therefrom the amount of said franchise fee paid hereunder.

C. Audit. Rocky Mountain Power will provide the City with a current audit file upon request, but no more than every three (3) years, at no expense to the City. If a net franchise underpayment is discovered as a result of an audit, Rocky Mountain Power shall back-bill the customer(s) involved for the preceding six (6) months, in accordance with Wyoming Public Service Commission regulations.

D. Payments and Reports.

1. Monthly Payments. Rocky Mountain Power's franchise fee payments to the City shall be computed monthly and the check(s) forwarded to the City Treasurer within thirty (30) days following the end of each calendar month.

2. Franchise Fee Reports. Each payment shall be accompanied by a written report to the City, verified by an authorized representative of Rocky Mountain Power, containing an accurate statement of the company's revenue for that month within the City, the amount of the franchise fee, and the basis for the calculation.

3. Annual Report. The final report for each calendar year (December) shall reflect the total payments for that calendar year.

4. No Accord and Satisfaction. No acceptance of any payment shall be construed as an accord and satisfaction by the City that the amount paid is, in fact, the correct amount, nor shall any acceptance of payments be construed as a release of any claim the City may have for additional sums payable or for the performance of any other obligation of Rocky Mountain Power.

SECTION 14. Renewal. At least 180 days prior to the expiration of this franchise, Rocky Mountain Power and the City either shall agree to extend the term of this franchise for a mutually acceptable period of time or the parties shall use best faith efforts to renegotiate a replacement franchise. Rocky Mountain Power shall have the continued right to use the Public Ways of the City as set forth herein in the event an extension or replacement franchise is not entered into upon expiration of this franchise, provided that Rocky Mountain Power continues to pay the same compensation fee specified in Section 13 during that time, and provides the same insurance and indemnification to the City as described hereunder.

SECTION 15. No Waiver. Neither the City nor Rocky Mountain Power shall be excused from complying with any of the terms and conditions of this franchise by any failure of the other, or any of its officers, employees, or agents, upon any one or more occasions to insist upon or to seek compliance with any such terms and conditions.

SECTION 16. Transfer of Franchise. Rocky Mountain Power shall not transfer or assign any rights under this franchise to another entity, except transfers and assignments by operation of law, or to affiliates, parents or subsidiaries of Rocky Mountain Power which assume all of Rocky Mountain Power's obligations hereunder (including acceptance of all terms, conditions and provisions of this franchise), unless the City shall first give its approval in writing, which approval shall not be unreasonably withheld, conditioned or delayed; provided, however, Rocky Mountain Power may assign, mortgage, pledge, hypothecate or otherwise transfer without consent its interest in this franchise to any financing entity, or agent on behalf of any financing entity to whom Rocky Mountain Power (1) has obligations for borrowed money or in respect of guaranties thereof, (ii) has obligations evidenced by bonds, debentures, notes or similar instruments, or (iii) has obligations under or with respect to letters of credit, bankers acceptances and similar facilities or in respect of guaranties thereof.

SECTION 17. Amendment. At any time during the term of this franchise, the City or Rocky Mountain Power may propose amendments to this franchise by giving thirty (30) days written notice to the other party of the proposed amendment(s) desired, and both parties thereafter, through their designated representatives, will, within a reasonable time, negotiate in good faith in an effort to agree upon mutually satisfactory amendment(s). No amendment or amendments to this franchise shall be effective until mutually agreed upon by the City and Rocky Mountain Power and formally adopted as an ordinance amendment, which is accepted in writing by Rocky Mountain Power.

SECTION 18. Non -Contestability --Breach of Contract.

A Neither the City nor Rocky Mountain Power will take any action for the purpose of securing modification of the terms and conditions of this franchise before either the Public Service

Commission or any Court of competent jurisdiction. Provided, however, neither party shall be precluded from taking any action it deems necessary to resolve any differences in interpretation of the franchise, nor shall either party be precluded from seeking relief from the Courts in the event Public Service Commission orders, rules or regulations conflict with or make performance under the franchise illegal. Notwithstanding the foregoing, the parties shall first attempt to resolve any dispute through direct negotiation between the representatives of the parties. If the representatives are unable to reach agreement within (60) days after presentation of the dispute, then each of the parties may proceed with taking the dispute to the Public Services Commission.

B. In the event Rocky Mountain Power or the City fails to fulfill any of their respective obligations under this franchise, the City, or Rocky Mountain Power, whichever the case may be, will have a breach of contract claim and remedy against the other in addition to any other remedy provided by law, provided that no remedy which would have the effect of amending the specific provisions of this franchise shall become effective without such action which would be necessary to formally amend the franchise.

SECTION 19. Notices. Unless otherwise specified herein, all notices from Rocky Mountain Power to the City pursuant to or concerning this franchise shall be delivered to the City Manager's Office, with a copy to the City Attorney's office at 200 N David St., Casper, Wyoming 82601 or such other office as the City may advise Rocky Mountain Power of by written notice. Unless otherwise specified herein, all notices from the City to Rocky Mountain Power pursuant to or concerning this franchise shall be delivered to Community Manager, Rocky Mountain Power, 2840 E. Yellowstone Highway, Casper, Wyoming 82609, with a copy to Rocky Mountain Power, Attn: General Counsel, 1407 W. North Temple, Suite 320, Salt Lake City, Utah 84116, or such other office as Rocky Mountain Power may advise the City of by written notice.

SECTION 20. Severability. If any section, sentence, paragraph, term or provision hereof is for any reason determined to be illegal, invalid, or superseded by other lawful authority, including any state or federal regulatory authority having jurisdiction thereof or unconstitutional, illegal or invalid by any court of common jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such determination shall have no effect on the validity of any other section, sentence, paragraph, term or provision hereof, all of which will remain in full force and effect for the term of the franchise or any renewal or renewals thereof.

SECTION 21. Arbitration. In the event of any dispute arising under this franchise, the parties shall first attempt to resolve the matter through direct negotiation between the representatives of the parties. If the representatives are unable to resolve the issue within (60) days after presentation of the dispute, then each of the parties hereto agree to non-binding arbitration in accordance with Wyoming Statutes § 1-36-101 *et seq.* Each party shall select an arbitrator, and the two arbitrators shall jointly appoint a third arbitrator, who shall be the arbitrator to hear the dispute.

SECTION 22. Governmental Claims Act. The City does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, W.S. § 1-39-101, et seq., and the City

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

SECTION 23. Repeal of previous franchise ordinances. Upon the effective date hereof, and upon acceptance of the Company, the following will be repealed: Ordinance No. 24-99 of the City, passed and approved November 4, 1999, granting a franchise to Rocky Mountain Power; Ordinance No. 19-13 of the City, passed and approved on August 6, 2013; the Franchise Extension Agreement between the parties as approved by the City Council on May 2, 2017; and the Second Franchise Extension Agreement between the parties as approved by City Council on October 17, 2017.

PASSED on 1st reading the 17th day of October, 2017.

PASSED on 2nd reading the 7th day of November, 2017.

PASSED, APPROVED AND ADOPTED on the 3rd and final reading the 21st day of November, 2017.

Mayor Humphrey opened the public hearing for the consideration of the vacation of a portion of South Spruce Street, between East 14th and 15th Streets.

Interim City Attorney Chambers entered two (2) exhibits: correspondence from Liz Becher to J. Carter Napier, dated October 30, 2017 and an affidavit of publication, as published in the Casper-Star Tribune, dated November 20, 2017. City Manager Napier provided a brief report.

Speaking in support were: Dennis Bay, Executive Director of District Services Natrona County School District, Steve Ellbogen, Principal of Dean Morgan, and Dean Morgan student Teryn Bailey.

Dennis Steensland, 533 S. Washington, addressed Council to ask questions and express his desire that the school district follow through with the closing of the street in a timely manner. Mr. Ellbogen explained the temporary and long-term solutions planned for the closure.

There being no others to speak for or against the issues involving the vacation of a portion of South Spruce Street, the public hearing was closed.

Following ordinance read:

ORDINANCE NO. 20-17
AN ORDINANCE APPROVING THE VACATION OF A
PORTION OF SOUTH SPRUCE STREET.

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

Mayor Humphrey opened the public hearing for the consideration of the amendment to the fiscal year 2017-2018 budget.

Interim City Attorney Chambers entered two (2) exhibits: correspondence from Tom Pitlick to J. Carter Napier, dated November 15, 2017 and an affidavit of publication, as published in the Casper-Star Tribune, dated November 16, 2017. City Manager Napier provided a brief report.

There being no one to speak for or against the issue, the public hearing was closed. Following resolution read:

RESOLUTION NO. 17-210
A RESOLUTION AMENDING THE FISCAL YEAR 2018
BUDGET OF THE CITY OF CASPER, AUTHORIZING THE
ADJUSTMENT OF FUNDS THEREUNDER.

Councilmember Laird presented the foregoing resolution for adoption. Seconded by Councilmember Hopkins. Councilmembers expressed their support for these changes to the budget and thanked staff for their hard work. City Manager Napier addressed questions presented by Council. Moved by Councilmember Laird to amend Resolution No. 17-210 to reflect the increase of \$303,749 to the general revenue fund. Seconded by Councilmember Walsh. Motion to amend the resolution passed. Council then voted on Resolution No. 17-210, as amended. Motion passed.

Mayor Humphrey excused herself from the meeting briefly.

Mayor Pro Tem Pacheco opened the public hearing for the consideration of the transfer of ownership interest in Retail Liquor License No. 7, Love Holdings, LLC, d/b/a C85@ The Branding Iron.

Interim City Attorney Chambers entered four (4) exhibits: correspondence from Tom Pitlick, to J. Carter Napier, dated November 6, 2017, an affidavit of publication, as published in the Casper-Star Tribune, dated November 14, 2017, an affidavit of website publication, as published on the City of Casper website, dated November 6, 2017, and the liquor license application filed October 20, 2017. City Manager Napier provided a brief report.

There being no one to speak for or against the issues involving Retail Liquor License No. 7, the public hearing was closed.

Moved by Councilmember Laird, seconded by Councilmember Powell, to, by minute action, authorize the transfer of ownership interest in Retail Liquor License No. 7. Mayor Humphrey was not present to vote. Councilmember Huckabay abstained from voting. Motion passed.

Mayor Pro Tem Pacheco opened the public hearing for the consideration of the issuance of Bar and Grill Liquor License No. 9, for Moreno and Moreno, LLC, d/b/a Guadalajara Family Mexican Restaurant, located at 3350 CY Avenue.

Interim City Attorney Chambers entered four (4) exhibits: correspondence from Tom Pitlick, to J. Carter Napier, dated October 16, 2017, an affidavit of publication, as published in the Casper-Star Tribune, dated November 13, 2017, an affidavit of website publication, as published on the City of Casper website, dated October 16, 2017, and the Liquor License application filed

October 10, 2017. City Manager Napier provided a brief report. Mayor Humphrey returned to the meeting.

Speaking in support was Maria Michel, an owner of Guadalajara Family Mexican Restaurant.

There being no others to speak for or against the issues involving Bar and Grill Liquor License No. 9, the public hearing was closed.

Moved by Councilmember Huckabay, seconded by Councilmember Laird, to, by minute action, authorize the issuance of Bar and Grill Liquor License No. 9. Motion passed.

Mayor Humphrey opened the public hearing for the consideration of the issuance of Resort Liquor License No. 6, for City of Casper d/b/a Hogadon Basin Ski Area, located at 2500 West Hogadon Road.

Interim City Attorney Chambers entered four (4) exhibits: correspondence from Tom Pitlick, to J. Carter Napier, dated October 24, 2017, an affidavit of publication, as published in the Casper-Star Tribune, dated November 13, 2017, an affidavit of website publication, as published on the City of Casper website, dated October 25, 2017, and the Liquor License application filed September 6, 2017. City Manager Napier provided a brief report.

Speaking in support were: Tracy LaMont, 9855 Crimson Dawn; Dennis Steensland, 533 S. Washington; Ray Bader, 3800 Plateau; and, Bruce Lamberson, 2449 Hogadon Road. City Manager Napier addressed questions presented to Council by Mr. Steensland.

There being no others to speak for or against the issues involving Resort Liquor License No. 6, the public hearing was closed.

Moved by Councilmember Powell, seconded by Councilmember Hopkins, to, by minute action, authorize the issuance of Resort Liquor License No. 6. Councilmembers made statements on the matter. Councilmember Walsh voted nay. Motion passed.

The following ordinances were considered, on second reading, by consent agenda.

ORDINANCE NO. 15-17

AN ORDINANCE APPROVING A ZONE CHANGE FOR LOTS 1-4, THOMAS D. ROSS #1 ADDITION IN THE CITY OF CASPER, WYOMING.

ORDINANCE NO. 19-17

AN ORDINANCE APPROVING A ZONE CHANGE FOR LOTS 1-8 OF THE CPH ADDITION IN THE CITY OF CASPER, WYOMING.

Councilmember Morgan presented the foregoing two (2) ordinances for adoption, on second reading, by consent agenda. Seconded by Councilmember Hopkins. Motion passed.

Following resolution read:

RESOLUTION NO. 17-221

A RESOLUTION AUTHORIZING AN AMENDMENT TO THE MANAGEMENT AGREEMENT BETWEEN THE CITY OF CASPER AND GLOBAL SPECTRUM, L.P. A DELAWARE LIMITED PARTNERSHIP D/B/A SPECTRA VENUE MANAGEMENT.

Councilmember Powell presented the foregoing resolution for adoption. Seconded by Councilmember Pacheco. City Manager Napier provided a brief report. Councilmembers discussed this topic at length. City Manager Napier and Dan Coryell, City of Casper Parks Manager, addressed questions presented by Council. Interim City Attorney Chambers also provided clarification on the term of the contract. Councilmembers Morgan and Walsh voted nay. Motion passed.

The following resolutions were considered, by consent agenda:

RESOLUTION NO. 17-211

A RESOLUTION AUTHORIZING A UTILITY EASEMENT WITH LUCAS M. JOHNSON FOR THE SOUTH FOREST DRIVE STREET VACATION.

RESOLUTION NO. 17-212

A RESOLUTION AUTHORIZING A UTILITY EASEMENT WITH ROY E. PRIOR FOR THE SOUTH FOREST DRIVE STREET VACATION.

RESOLUTION NO. 17-213

A RESOLUTION AUTHORIZING AN AMENDMENT TO THE LEASE BETWEEN THE CITY OF CASPER AND CASPER LEGION BASEBALL CLUB, INC., FOR MIKE LANSING FIELD.

RESOLUTION NO. 17-214

A RESOLUTION AUTHORIZING CHANGE ORDER NO. 1 TO THE AGREEMENT WITH TRETO CONSTRUCTION, LLC, FOR A TIME EXTENSION OF TWO HUNDRED FORTY-ONE (241) DAYS FOR THE CENTER & 9TH STREETS INTERSECTION CONTROLS, PROJECT NO. 17-053.

RESOLUTION NO. 17-215

A RESOLUTION AUTHORIZING CHANGE ORDER NO. 1 WITH TRETO CONSTRUCTION, LLC FOR THE COLUMBINE STREET IMPROVEMENTS, PROJECT NO. 17-003.

RESOLUTION NO. 17-216

A RESOLUTION AUTHORIZING AMENDMENT NO. 1 TO THE AGREEMENT WITH THE WYOMING DEPARTMENT OF TRANSPORTATION FOR A TIME EXTENSION FOR THE TRANSPORTATION ALTERNATIVES PROGRAM FUNDED ROBERTSON ROAD SOUTH PATHWAY, PROJECT NO. 15-41.

RESOLUTION NO. 17-217

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH CIVIL ENGINEERING PROFESSIONALS, INC., FOR THE CY BOOSTER STATION REPLACEMENT, PROJECT NO. 16-024.

RESOLUTION NO. 17-218

A RESOLUTION AUTHORIZING A QUITCLAIM DEED FOR CLOSING ON THE SALE OF LOT 1, BLOCK 1, CEMETERY ADDITION (WOLF CREEK CEMETERY PROPERTY).

RESOLUTION NO. 17-219

A RESOLUTION AUTHORIZING A QUITCLAIM DEED FOR CLOSING ON THE SALE OF THE 777 BERNADINE STREET PROPERTY, DESCRIBED AS LOTS 24-28, BLOCK 2, KEYSTONE ADDITION TO THE CITY OF CASPER.

RESOLUTION NO. 17-220

A RESOLUTION AMENDING THE COMMUNITY DEVELOPMENT DEPARTMENT FEE SCHEDULE.

RESOLUTION NO. 17-222

A RESOLUTION AMENDING RESOLUTION 17-165 REGARDING THE FEES FOR THE USE OF HOGADON BASIN SKI AREA.

Councilmember Pacheco presented the foregoing eleven (11) resolutions for adoption. Seconded by Councilmember Morgan. Motion passed.

Moved by Councilmember Morgan, seconded by Councilmember Hopkins, to, by consent minute action, authorize the discharge of \$15,990.48 of uncollectible accounts receivable balances, aged between the dates of July 1, 2012 and September 30, 2012, including more recent bankruptcies; and authorize the reappointments of Ben Schrader, Doug Follick, and Bob Chynoweth to the Amoco Reuse Agreement Joint Powers Board. Motion passed.

Individuals addressing the Council were: Jacquie Anderson, 116 ½ E. 2nd, informing Council about issues with food trucks in the downtown and requesting that the temporary parking permit process be seized; Toni Stanley, 1052 S. Jackson, requesting that food trucks not be allowed near

established restaurant locations; and Duane Jensen, owner of Charlie T's Pizza, also asking that food trucks be regulated.

Mayor Humphrey asked City Manager Napier for background on this topic. City Manager Napier elaborated on the subject.

Also addressing the Council were: Shawn Houck, 602 S. Park, stating that parking space control and food trucks in the downtown are two separate issues; Dennis Steensland, 533 S. Washington, asking about the management of the lodge at Hogadon; and Tracy LaMont, 721 E. 12th, regarding various concerns.

Mayor Humphrey noted the next meetings of the City Council will be a work session to be held at 4:30 p.m., Tuesday, November 28, 2017, in the Council's meeting room; and, a regular Council meeting to be held at 6:00 p.m., Tuesday, December 5, 2017, in the Council Chambers.

At 9:18 p.m., it was moved Councilmember Laird, seconded by Councilmember Huckaby, to adjourn into executive session to discuss personnel. Motion passed. Council moved into the Council meeting room.

Council returned to the Council Chambers. At 9:40 p.m., it was moved and seconded to adjourn the executive session and regular Council meeting. Motion passed.

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Kenyne Humphrey
Mayor

Bills & Claims

City of Casper

11/22/2017

to

12/05/2017

A.M.B.I. & SHIPPING, INC.	17-10-684 POSTAGE	\$2.85
	Subtotal for Cost Center Fort Caspar:	\$2.85
	17-10-687 POSTAGE	\$72.16
	Subtotal for Cost Center Municipal Court:	\$72.16
	17-10-689 POSTAGE	\$69.73
	Subtotal for Cost Center Water:	\$69.73
	Vendor Subtotal:	\$144.74
	<hr/>	
AAKER SIGNS & DESIGNS	17-4003 DESIGN & SET UP FOR CSO JEEP	\$1,000.45
	Subtotal for Cost Center Police Equipment:	\$1,000.45
	Vendor Subtotal:	\$1,000.45
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ADECCO USA, INC.	68798958 BALER LABOR	\$158.40
	Subtotal for Cost Center Balefill:	\$158.40
	Vendor Subtotal:	\$158.40
	<hr/>	
ADRIAN WHITE	10626198 CLOTHING REIMBURSEMENT	\$467.15
	Subtotal for Cost Center Police:	\$467.15
	Vendor Subtotal:	\$467.15
	<hr/>	
ALLIANCE ELECTRIC LLC.	7243 SWF HEATER REPAIR	\$441.88
	Subtotal for Cost Center Balefill:	\$441.88
	Vendor Subtotal:	\$441.88
	<hr/>	
ANDREEN HUNT CONSTRUCTION, INC.	3602 E CASPER ZONE III WATER SYSTEM	\$179,574.74
	3602 E CASPER ZONE III WATER SYSTEM	\$88,447.26
	Subtotal for Cost Center Water:	\$268,022.00
	Vendor Subtotal:	\$268,022.00
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ARCADIS U.S., INC.	0877191 ENGINEERING SERVICES FOR WWTP	\$4,531.90
	Subtotal for Cost Center Waste Water:	\$4,531.90

Bills & Claims

City of Casper

11/22/2017 to 12/05/2017

Vendor Subtotal: **\$4,531.90**

**ARROWHEAD HEATING & AIR
CONDITIONING**

10174 IGNITION CONT BRD CAT SHED \$985.32

Subtotal for Cost Center Refuse Collection: **\$985.32**

Vendor Subtotal: **\$985.32**

AUFLICK, ROBERT/JAN

0029849030 UTILITY REFUND \$28.73

Subtotal for Cost Center Water: **\$28.73**

Vendor Subtotal: **\$28.73**

BENJAMIN WORLEY

W1032642150 BOOT REIMBURSEMENT \$75.00

Subtotal for Cost Center Waste Water: **\$75.00**

Vendor Subtotal: **\$75.00**

BLACK HILLS ENERGY

AP00018311091723 NATURAL GAS \$3,636.96

Subtotal for Cost Center Aquatics: **\$3,636.96**

RIN0028213 NATURAL GAS \$3,469.95

Subtotal for Cost Center Water Treatment Plant: **\$3,469.95**

Vendor Subtotal: **\$7,106.91**

BRODY ALLEN

2413 BOOT REIMBURSEMENT \$75.00

Subtotal for Cost Center Sewer: **\$75.00**

Vendor Subtotal: **\$75.00**

CASELLE, INC.

84119 CONTRACT/MAINTENANCE SUPPORT \$75.00

Subtotal for Cost Center Finance: **\$75.00**

Vendor Subtotal: **\$75.00**

CASPER AREA

2017-1001 OCTOBER 17 CATC FTA EXPENSES \$59,898.00

TRANSPORTATION COALITION

2017-1002 OCTOBER 17 FTA THE BUS EXPENSE \$26,351.00

Bills & Claims

City of Casper

11/22/2017 to 12/05/2017

TRANSFORMATION SOLUTIONS

2017-1003 OCTOBER 17 CITY CATC EXPENSES	\$59,753.00
2017-1004 OCTOBER 17 CITY THE BUS EXPENS	\$26,325.00
Subtotal for Cost Center C.A.T.C.:	\$172,327.00

Vendor Subtotal: **\$172,327.00**

CASPER NATRONA COUNTY HEALTH DEPARTMENT

0024285-IN JULY 2017 MONTHLY FUNDING	\$45,000.00
0024286-IN AUG 2017 MONTHLY FUNDING	\$45,000.00
0024287-IN SEPT 2017 MONTHLY FUNDING	\$45,000.00
0024288-IN OCT 2017 MONTHLY FUNDING	\$45,000.00
Subtotal for Cost Center Social Community Services:	\$180,000.00

Vendor Subtotal: **\$180,000.00**

CENTER FOR PUBLIC SAFETY MANAGEMENT LLC

1449 PROF SRVCS CONTRACT FOR POLICE	\$10,710.00
Subtotal for Cost Center Police:	\$10,710.00

Vendor Subtotal: **\$10,710.00**

CENTURYLINK

RIN0028225 PHONE USE	\$76.56
Subtotal for Cost Center Casper Events Center:	\$76.56

RIN0028237 PHONE USE	\$27.68
Subtotal for Cost Center City Attorney:	\$27.68

RIN0028225 PHONE USE	\$43.45
RIN0028237 PHONE USE	\$64.13
Subtotal for Cost Center Sewer:	\$107.58

RIN0028237 PHONE USE	\$45.43
Subtotal for Cost Center Waste Water:	\$45.43

Vendor Subtotal: **\$257.25**

CHRIS EVANS

RIN0028221 BOOT REIMBURSEMENT	\$75.00
Subtotal for Cost Center Refuse Collection:	\$75.00

Vendor Subtotal: **\$75.00**

CHRIS SMITH

RIN0028226 CLOTHING/BOOT REIMBURSEMENT	\$161.67
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Bills & Claims

City of Casper

11/22/2017

to

12/05/2017

Subtotal for Cost Center Hogadon: **\$161.67**

Vendor Subtotal: **\$161.67**

CITY OF CASPER

5128/157117 MPO MONTHLY GIS EXPENSE \$657.78

5128/157117 MPO MONTHLY GIS EXPENS \$6,258.89

Subtotal for Cost Center Metropolitan Planning: **\$6,916.67**

Vendor Subtotal: **\$6,916.67**

CITY OF CASPER - BALEFILL

525/157053 SANITATION \$35.72

Subtotal for Cost Center Hogadon: **\$35.72**

734/157091 ANNUAL ANIMAL CELL USE FEE \$600.00

Subtotal for Cost Center Metro Animal: **\$600.00**

247/157123-126 SANITATION \$375.00

247/157152 SANITATION \$64.00

Subtotal for Cost Center Parks: **\$439.00**

2772/157055 SANITATION \$5,796.04

2772/157088 SANITATION \$5,947.38

2772/157150 SANITATION \$5,521.09

2772/157236 SANITATION \$5,484.90

2772/157210-217 SANITATION \$6,078.51

2772/157178 SANITATION \$5,275.28

2772/157269 SANITATION \$5,493.83

2772/157312-325 SANITATION \$15,576.70

Subtotal for Cost Center Refuse Collection: **\$55,173.73**

1276/157087 SANITATION \$137.24

1276/157209 SANITATION \$102.46

1276/157174 SANITATION \$41.36

1276/157267 SANITATION \$122.67

1276/157324 SANITATION \$111.39

Subtotal for Cost Center Waste Water: **\$515.12**

Vendor Subtotal: **\$56,763.57**

CIVIL ENGINEERING PROFESSIONALS, INC.

17-030-02 CY & VALLEY HILLS TANK VENTS \$590.00

14-066-32 EAST CASPER ZONE III PROJECT 1 \$14,617.14

14-066-32 EAST CASPER ZONE III PROJECT 1 \$7,199.48

Bills & Claims

City of Casper

11/22/2017

to

12/05/2017

Subtotal for Cost Center Water: **\$22,406.62**

Vendor Subtotal: **\$22,406.62**

COMMUNICATION TECHNOLOGIES, INC.

79838 REPAIRS \$154.50

79834 UNIT 238 REPAIRS \$206.00

79835 REPAIR TO UNIT 261 \$51.50

79831 REPAIR TO UNIT 205 \$51.50

Subtotal for Cost Center Police: **\$463.50**

Vendor Subtotal: **\$463.50**

COMPRESSION LEASING SERVICES, INC.

228891 LABOR/PARTS/GAS SYS AIR COMP. \$262.29

229094 PARTS/GAS SYS AIR COMPRESSOR \$1,382.25

Subtotal for Cost Center Balefill: **\$1,644.54**

Vendor Subtotal: **\$1,644.54**

COMTRONIX, INC.

47999 TELECOMMUNICATIONS \$252.00

Subtotal for Cost Center Property & Liability Insurance: **\$252.00**

Vendor Subtotal: **\$252.00**

DAVE LODEN CONSTRUCTION

RIN0028236 RETAINAGE 17-042 \$2,844.25

Subtotal for Cost Center Water: **\$2,844.25**

Vendor Subtotal: **\$2,844.25**

DELL MARKETING LP

10194956915 VLA OFFICE PRO PLUS 2016 \$338.35

Subtotal for Cost Center Metro Animal: **\$338.35**

Vendor Subtotal: **\$338.35**

DELTA DENTAL PLAN OF WY.

RIN0028240 DENTAL INSURANCE \$34,918.20

Subtotal for Cost Center Health Insurance: **\$34,918.20**

Vendor Subtotal: **\$34,918.20**

Bills & Claims

City of Casper

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DEPT. OF FAMILY SVCS.	0347-OCT17 CENTRAL REGISTRY PROCESS	\$160.00
	Subtotal for Cost Center Police:	\$160.00
	Vendor Subtotal:	\$160.00
DPC INDUSTRIES, INC.	727000330-17 CHEMICALS	\$6,475.62
	Subtotal for Cost Center Water Treatment Plant:	\$6,475.62
	Vendor Subtotal:	\$6,475.62
ELECTRONIC RECYCLERS INTERNATIONAL INC	SI54521 ELECTRONIC RECYCLING	\$8,443.05
	Subtotal for Cost Center Balefill:	\$8,443.05
	Vendor Subtotal:	\$8,443.05
EMB GOLF CARTS	1 15 GALLONS INSTRATA FUNGICIDE	\$2,142.00
	Subtotal for Cost Center Golf Course:	\$2,142.00
	Vendor Subtotal:	\$2,142.00
ENVIRONMENTAL & CIVIL SOLUTIONS, LLC	5201 LIFT STATION UPGRADES	\$391.40
	Subtotal for Cost Center Refuse Collection:	\$391.40
	Vendor Subtotal:	\$391.40
FAMILY JOURNEY CENTER	211180 FY18 1%#15 ONE CENT FUNDING	\$60.42
	124 FY18 1%#15 ONE CENT FUNDING	\$1,163.05
	Subtotal for Cost Center One Cent #15:	\$1,223.47
	Vendor Subtotal:	\$1,223.47
FIRST DATA MERCHANT SVCS CORP.	REMI1286200 CREDIT CARD FEES	\$38.86
	Subtotal for Cost Center Cemetery:	\$38.86
	REMI1286189 CREDIT CARD FEES	\$1,784.04
	Subtotal for Cost Center Finance:	\$1,784.04
	REMI1279481 CREDIT CARD FEES	\$669.55
	Subtotal for Cost Center Golf Course:	\$669.55

Bills & Claims

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REMI1286194 CREDIT CARD FEES \$54.28

Subtotal for Cost Center Metro Animal: \$54.28

REMI1286198 CREDIT CARD FEES \$52.74

Subtotal for Cost Center Police: \$52.74

Vendor Subtotal: \$2,599.47

FORREST HIDAY

24999 TOOL REIMBURSEMENT \$260.61

Subtotal for Cost Center Fleet Maintenance: \$260.61

Vendor Subtotal: \$260.61

FREEMAN, DANTE

0029849034 UTILITY REFUND \$53.97

Subtotal for Cost Center Water: \$53.97

Vendor Subtotal: \$53.97

GARAGE DOOR DUDES

0183 GARAGE DOOR RPR CLAIM 1013CA \$6,300.00

Subtotal for Cost Center Property & Liability Insurance: \$6,300.00

Vendor Subtotal: \$6,300.00

GARLICK LAW OFFICE PC

2783 COURT APPOINTED ATTY \$705.78

Subtotal for Cost Center Municipal Court: \$705.78

Vendor Subtotal: \$705.78

GENERAL GRANTS GROUP

1 TRAFF IMP STUDY - TOPOL LOT 1 \$4,200.00

Subtotal for Cost Center Engineering: \$4,200.00

Vendor Subtotal: \$4,200.00

GLOBAL SPECTRUM L.P.

201718-06 DEC 2017 NET OPER LOSS FEE \$82,909.91

Subtotal for Cost Center Casper Events Center: \$82,909.91

Vendor Subtotal: \$82,909.91

Bills & Claims

City of Casper

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GOBLE SAMPSON ASSOC. INC.	BINV0006586 PARTS FOR CHEMICAL PUMPS	\$529.00
	Subtotal for Cost Center Water Treatment Plant:	\$529.00
	Vendor Subtotal:	\$529.00
GOLDER ASSOCIATES	497293 GAS COLLECTION SYSTEM -	\$12,815.17
	497513 CLOSED BALEFILL POST CLOSURE	\$737.59
	Subtotal for Cost Center Balefill:	\$13,552.76
	Vendor Subtotal:	\$13,552.76
GOVERNMENTJOBS.COM	INV22652 OTHER CONTRACTUAL	\$9,767.40
	Subtotal for Cost Center Human Resources:	\$9,767.40
	Vendor Subtotal:	\$9,767.40
GPC ARCHITECTS PLLC	24 HOGADON LODGE - AMENDMENT 1	\$371.86
	Subtotal for Cost Center Hogadon:	\$371.86
	Vendor Subtotal:	\$371.86
GSG ARCHITECTURE	17248 DESIGN & CONST ADMIN FOR FIRE	\$30,846.13
	Subtotal for Cost Center Fire:	\$30,846.13
	Vendor Subtotal:	\$30,846.13
HIGH PLAINS CONSTRUCTION, INC.	RIN0028249 RETAINAGE 17-071	-\$8,018.35
	Subtotal for Cost Center Capital Projects - City Manager	-\$8,018.35
	RIN0028249 YMCA SITE IMPROVEMENTS BID PKG	\$80,183.50
	Subtotal for Cost Center City Manager:	\$80,183.50
	Vendor Subtotal:	\$72,165.15
HOMAX OIL SALES, INC.	0389183-IN STOCK, GT-1-5W30 24QTS	\$142.50
	0388956-IN STOCK, GT-1-10W30 24QTS	\$144.24
	0388897-IN STOCK, 02/F2 DIESEL 7001 GAL	\$19,092.30
	0387759-IN STOCK, UNLEADED 01/F1 6997 GAL	\$14,112.25

Bills & Claims

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Subtotal for Cost Center Fleet Maintenance: **\$33,491.29**

Vendor Subtotal: **\$33,491.29**

HOUCK, SHAWN/AMY

0029849032 UTILITY REFUND \$50.00

0029849032 UTILITY REFUND \$50.00

0029849032 UTILITY REFUND \$14.61

Subtotal for Cost Center Water: **\$114.61**

Vendor Subtotal: **\$114.61**

INBERG-MILLER ENGINEERS

19093CM02.4 TESTING - E 26TH STREET \$1,514.00

19093CM02.3 TESTING ENGLISH AVENUE \$77.00

19066CE02 COLUMBINE STREET IMPROVEMENTS \$19,575.52

Subtotal for Cost Center Streets: **\$21,166.52**

Vendor Subtotal: **\$21,166.52**

ISC, INC/VENTURE TECHNOLOGIES

SIN022120 TECHNOLOGIES \$59.62

Subtotal for Cost Center Human Resources: **\$59.62**

Vendor Subtotal: **\$59.62**

ITC ELECTRICAL TECHNOLOGIES

23045 REPAIR ELECTRIC GATE \$1,065.17

Subtotal for Cost Center Water Treatment Plant: **\$1,065.17**

Vendor Subtotal: **\$1,065.17**

JON PETERSON

3451 CLOTHING REIMBURSEMENT \$448.70

Subtotal for Cost Center Police: **\$448.70**

Vendor Subtotal: **\$448.70**

JOURNAL TECHNOLOGIES, INC

0000003450 MAINTENANCE AGREEMENTS \$10,311.00

Subtotal for Cost Center Municipal Court: **\$10,311.00**

Vendor Subtotal: **\$10,311.00**

Bills & Claims

City of Casper

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KNIFE RIVER/JTL	RIN0028235 RETAINAGE 13-42	\$10,945.12
	Subtotal for Cost Center Capital Projects - Engineering	\$10,945.12
	Vendor Subtotal:	\$10,945.12
KUBWATER RESOURCES, INC	07117 ZETAG 7593 DRY POLYMER	\$5,018.98
	Subtotal for Cost Center Waste Water:	\$5,018.98
	Vendor Subtotal:	\$5,018.98
L.N. CURTIS & SONS INC.	INV133314 SCBA Purchase	\$59,828.00
	Subtotal for Cost Center Special Assistance:	\$59,828.00
	Vendor Subtotal:	\$59,828.00
LARRY GRIFFITH	125649R CLOTHING REIMBURSEMENT	\$75.00
	Subtotal for Cost Center Balefill:	\$75.00
	Vendor Subtotal:	\$75.00
LEXISNEXIS A DIVISION OF RELX INC	96816341 STATUTE BOOKS	\$130.43
	Subtotal for Cost Center Municipal Court:	\$130.43
	Vendor Subtotal:	\$130.43
MCMURRY READY MIX CO.	226053 CONCRETE	\$118.50
	Subtotal for Cost Center Water:	\$118.50
	Vendor Subtotal:	\$118.50
MONTANA ASSOCIATION OF HEALTH CARE PURCHASERS	CC093017 OTHER CONTRACTUAL	\$6,945.90
	Subtotal for Cost Center Health Insurance:	\$6,945.90
	Vendor Subtotal:	\$6,945.90
MOUNTAIN WEST TELEPHONE/ WERCS COMMUNICATIONS	AR-13 CASPERRECREATION.COM DOMAIN	\$37.00
	Subtotal for Cost Center Information Services:	\$37.00

Bills & Claims

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Vendor Subtotal: **\$37.00**

NALCO CHEMICAL CO.

66172026 FERRIC CHLORIDE DELIVERY \$12,009.60

Subtotal for Cost Center Waste Water: **\$12,009.60**

Vendor Subtotal: **\$12,009.60**

NATRONA COUNTY CHILD PROTECTION TEAM

RIN0028231 METH CONF DONATION \$500.00

Subtotal for Cost Center Police Grants: **\$500.00**

Vendor Subtotal: **\$500.00**

PANNIER GRAPHICS

159212 4 - INTERPRETIVE BOARDS - TRAI \$1,200.00

159212 4 - INTERPRETIVE BOARDS - TRAI \$1,021.50

Subtotal for Cost Center Parks: **\$2,221.50**

159212 4 - INTERPRETIVE BOARDS - TRAI \$740.50

Subtotal for Cost Center Sewer: **\$740.50**

Vendor Subtotal: **\$2,962.00**

P-CARD VENDORS

00066618 STAPLES DIRECT - Purchase \$16.49

00066274 LIFEGUARD STORE - ONLI - Purch \$70.91

00066553 BAILEYS ACE HDWE - Purchase \$25.27

00066601 CRESCENT ELECTRIC 103 - Purcha \$6.54

00066035 CASPER WINNELSON CO - Purchase \$155.59

00066185 WM SUPERCENTER #3778 - Purchas \$51.33

00066196 LIFEGUARD STORE - ONLI - Purch \$80.85

00066423 ATLAS OFFICE PRODUCTS - Purcha \$56.79

Subtotal for Cost Center Aquatics: **\$463.77**

00066645 COCA COLA BOTTLING CO - Purcha \$7.35

00066217 NORCO INC - Purchase \$112.65

00066228 CASPER CONTRACTORS SUP - Purch \$7.95

00066234 CASPER CONTRACTORS SUP - Purch \$879.36

00066256 MENARDS CASPER WY - Purchase \$43.76

00066261 WEAR PARTS INC - Purchase \$320.24

00066262 SHERWIN WILLIAMS 70343 - Purch \$22.91

00066277 NORCO INC - Purchase \$237.00

00066277 NORCO INC - Purchase \$237.00

00066309 THE HOME DEPOT #6001 - Purchas \$36.98

Bills & Claims

City of Casper

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00066312 WYOMING MACHINERY CO - Purchas	\$112.84
00066364 INTUIT IN ICLEAN307 - Purcha	\$2,150.00
00066413 WW GRAINGER - Purchase	\$186.47
00066525 BLACK HILLS UTILITY - Purchase	\$75.57
00066597 WYOMING MACHINERY CO - Purchas	\$42.18
00065274 SKILLPATH NATIONAL - Purchase	\$163.75
00066115 LONG BLDG. TECHNOLOGIE - Purch	\$2,420.00
00066218 SKILLPATH NATIONAL - Credit	-\$7.88
00066404 INTUIT IN ICLEAN307 - Purcha	\$400.00
Subtotal for Cost Center Balefill:	\$7,448.13
00066317 CRESCENT ELECTRIC 103 - Purcha	\$6.18
00066535 SAMSClub #6425 - Purchase	\$21.16
00066536 SAMS CLUB #6425 - Purchase	\$14.96
00066554 CASPER WINNELSON CO - Purchase	\$43.33
00066590 CASPER WINNELSON CO - Purchase	\$94.96
00066606 CRESCENT ELECTRIC 103 - Purcha	\$13.11
00066610 WW GRAINGER - Purchase	\$10.44
00066637 CASPER CONTRACTORS SUP - Purch	\$27.00
00066642 BLOEDORN LUMBER CASPER - Purch	\$6.74
00065970 CRUM ELECTRIC SUPPLY C - Purch	\$142.49
00066214 CASPER WINAIR SUPPLY C - Purch	\$8.37
00066251 CASPER WINNELSON CO - Purchase	\$730.51
00066299 BRIDGER STEEL CASPER - Purch	\$15.44
00066306 BAILEYS ACE HDWE - Purchase	\$22.99
00066330 BLOEDORN LUMBER CASPER - Purch	\$22.37
00066369 SAMSClub #6425 - Purchase	\$41.36
00066376 NORCO INC - Purchase	\$15.71
00066377 SAMS CLUB #6425 - Purchase	\$14.78
00066380 SAMS CLUB #6425 - Purchase	\$14.78
00066385 SAMSClub #6425 - Purchase	\$21.42
00066387 HENSLEY BATTERY&ELEC - Purchas	\$219.18
00066407 NORCO INC - Purchase	\$55.17
Subtotal for Cost Center Buildings & Structures:	\$1,562.45
00065844 MOUNTAIN STATES LITHOG - Purch	\$116.24
Subtotal for Cost Center Cemetery:	\$116.24
00066548 WYOMING STATE BAR - Purchase	\$95.00
Subtotal for Cost Center City Attorney:	\$95.00
00065676 ATLAS OFFICE PRODUCTS - Purcha	\$25.03
Subtotal for Cost Center City Manager:	\$25.03
00066357 YARD HOUSE 83500083535 - Purch	\$57.73

Bills & Claims

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00066265 FARMER BOYS - N LAS VE - Purch	\$19.02
00066323 IN N OUT BURGER 243 - Purchase	\$12.88
00066438 SMITHS #4306 - Purchase	\$19.23
00066455 RESIDENCE INNS HUGHES - Purcha	\$617.90
00066492 METRO PIZZA D-SW LAS - Purchas	\$30.79
00066543 VZWRLSS IVR VZWRLSS IVR VB - P	\$38.00
00066570 RICOH USA, INC - Purchase	\$390.71
00066587 WYOMING ASSN OF PSCO - Purcha	\$153.00
00066403 RED ROBIN NO 94 - Purchase	\$37.50
00066408 FARMER BOYS - N LAS VE - Purch	\$25.82
00066168 CLAIM JUMPER TOWN SQUA - Purch	\$90.00
Subtotal for Cost Center Communications Center:	\$1,492.58
00066243 XEROX CORPORATION/RBO - Purcha	\$32.20
00066249 XEROX CORPORATION/RBO - Purcha	\$153.45
Subtotal for Cost Center Engineering:	\$185.65
00065882 VZWRLSS BILL PAY VB - Purchas	\$280.07
00066291 CASPER STAR TRIBUNE - Purchase	\$90.38
00066630 B & B RUBBER STAMP SHO - Purch	\$12.00
00064055 GEORGE T SANDERS 20 - Purchase	\$206.70
00064103 VZWRLSS BILL PAY VB - Purchas	\$280.07
00064162 SAMS CLUB #6425 - Purchase	\$16.76
00064478 WEAR PARTS INC - Purchase	\$75.44
00065166 PP WYOMINGWATE - Purchase	\$340.00
Subtotal for Cost Center Finance:	\$1,301.42
00066252 BARGREEN WYOMING 25 - Purchase	\$61.15
00066300 OREILLY AUTO #3155 - Purchase	\$27.79
00066331 ADVANCE AUTO PARTS #74 - Purch	\$25.38
00066544 LA COSTA MEXICAN RESTA - Purch	\$85.26
00066565 STAPLES 00114181 - Purch	\$94.02
00066574 WYOMING ALE WORKS - Purchase	\$86.37
00066341 ATLAS OFFICE PRODUCTS - Purcha	\$88.75
00062226 HARBOR FREIGHT TOOLS 3 - Purch	\$13.57
00062595 CASCADE FIRE EQUIPMENT - Purch	\$85.50
00065321 TOOLDISCOUNTER.COM - Purchase	\$19.39
00065715 EXXONMOBIL 47626544 - Purch	\$41.85
00065998 BEST WESTERN OUTLAW IN - Purch	\$135.43
00066107 EXXONMOBIL 47626544 - Purch	\$42.95
00066141 EXXONMOBIL 47626544 - Purch	\$78.75
Subtotal for Cost Center Fire:	\$886.16
00066796 GREINER FORD LINCOLN O - Purch	\$25.89
00066598 HOSE & RUBBER SUPPLY C - HOSE	\$162.17

Bills & Claims

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00066616 DRIVE TRAIN CASPER - Purchase	\$10.44
00066623 HOSE & RUBBER SUPPLY C - Purch	\$62.02
00066624 FLEETPRIDE 893 - Purchase	\$20.94
00066632 AMERICAN FARM IMPLEMEN - Purch	\$29.91
00066635 JACKS TRUCK AND EQUIPM - Purch	\$285.99
00066660 JACKS TRUCK AND EQUIPM - Credi	-\$281.91
00066663 GREINER FORD LINCOLN O - Purch	\$94.74
00066677 STOTZ EQUIP-CASPER- - HANDLE	\$16.00
00066680 DENVER INDUSTRIAL SALE - PUMP	\$1,818.76
00066685 JACKS TRUCK AND EQUIPM - Credi	-\$245.66
00066691 LARIAT INTERNATIONAL T - ELBOW	\$121.72
00066692 CMI-TECO - Credit	-\$108.35
00066693 HARBOR FREIGHT TOOLS 3 - Purch	\$25.99
00066698 CMI-TECO - O-RING AND SENSOR	\$576.80
00066699 INDUSTRIAL SCREEN & MA - Purch	\$240.00
00066702 JACKS TRUCK AND EQUIPM - Credi	-\$245.66
00066708 GOODYEAR COMMERCIAL TI - Purch	\$320.00
00066712 CMI-TECO - CORE	-\$56.00
00066722 DRIVE TRAIN CASPER - Purchase	\$43.24
00066578 GREINER FORD LINCOLN O - bolt	\$23.20
00066279 ADVANCED HYDRAULIC & M - CYLIN	\$515.55
00066292 GOODYEAR COMMERCIAL TI - Purch	\$2,567.36
00066298 GOODYEAR COMMERCIAL TI - Purch	\$233.20
00066302 EATON SALES & SERVICE - PRESSU	\$143.22
00066303 GREINER FORD LINCOLN O - Purch	\$66.96
00066347 CMI-TECO - Purchase	\$108.35
00066349 OSHKOSH CORP MCNEILUS - Purcha	\$934.06
00066367 SPARTANCHASSIS (APA) - Purchas	\$191.78
00066373 CASPER TIRE 0000705 - Purchase	\$780.00
00066381 CMI-TECO - Purchase	\$48.29
00066383 STOTZ EQUIP-CASPER- MOWER BLAD	\$152.82
00066384 JACKS TRUCK AND EQUIPM - Purch	\$9.42
00066391 COMPRESSION LEASING SV - FILTE	\$366.39
00066393 STOTZ EQUIP-CASPER- - Purchase	\$290.00
00066405 JACKS TRUCK AND EQUIPM - Purch	\$1,161.60
00066414 GOODYEAR COMMERCIAL TI - Purch	\$1,785.28
00066427 ALBERTSONS #0062 - Purchase	\$19.41
00066434 GOODYEAR COMMERCIAL TI - Purch	\$7,006.50
00066436 GREINER FORD LINCOLN O - Purch	\$27.22
00066437 ALBERTSONS #0060 - Purchase	\$20.61
00066451 WATEROUS COMPANY - Credit	-\$1,179.00
00066459 CMI-TECO - Purchase	\$58.95
00066483 JACKS TRUCK AND EQUIPM - Purch	\$34.60
00066504 HOSE & RUBBER SUPPLY C - Purch	\$1,072.19
00066513 GOODYEAR COMMERCIAL TI - 235/7	\$501.20

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00066514 FRANK J. ZAMBONI & CO. - Purch	\$205.52
00066533 SQU SQ GOSQ.COM DAVID - BLADE	\$160.00
00066547 INT IN GREAT PLAINS C - Purch	\$262.56
00066552 CMI-TECO - Purchase	\$8.52
00066561 GOODYEAR COMMERCIAL TI - Purch	\$1,331.94
00066569 BEARING BELTCHAIN00244 - Purch	\$1,946.80
00066684 STOTZ EQUIP-CASPER- - ELECT UN	\$426.07
00066226 HONNEN EQUIPMENT 04 - P3751	\$71.49
00066237 GREINER FORD LINCOLN O - WHEEL	\$201.30
00066240 GREINER FORD LINCOLN O - HOSE	\$17.96
00066248 KELLY'S	\$88.00
00066248 KELLY'S	\$88.00
00066248 KELLYS ALIGNMENT AND B - Purch	\$88.00
00066258 KELLYS ALIGNMENT AND B - Purch	\$282.00
00066259 GOODYEAR COMMERCIAL TI - 235/8	\$634.00
00066263 BRAKE SUPPLY COMPANY I - ALARM	\$40.07
00065814 SUPPLIESOUTLET.COM - Purchase	\$124.92
00065950 EPASALES - Purchase	\$477.70
00066157 NORCO INC SCRUBBS COM - Purcha	\$105.45
00066236 WYOMING MACHINERY CO - Purchas	\$3,830.27
00066250 INT IN PETERSON EQUIP - Purch	\$837.78
00066269 HENSLEY BATTERY&ELEC - Purchas	\$58.58
00066280 NAPA	\$586.92
00066280 BEARING BELTCHAIN00244 - Purch	\$18.45
Subtotal for Cost Center Fleet Maintenance:	\$31,748.49
00065282 TEBO STORE FIXTURES - Purchase	\$54.99
Subtotal for Cost Center Fort Caspar:	\$54.99
00066201 CONTACT WIRELESS - Purchase	\$7.02
00066209 MOUNTAIN WEST TECH - Purchase	\$5.00
00066392 THE HOME DEPOT #6001 - Purchas	\$166.57
00066417 CASPER FIRE EXTINGUISH - Credi	-\$11.71
00066422 CASPER FIRE EXTINGUISH - Credi	-\$7.38
Subtotal for Cost Center Hogadon:	\$159.50
00066701 INT IN POWDER RIVER S - Purch	\$80.00
00066549 STERLING BACKCHECK - Purchase	\$108.92
00066285 CPU IIT - Purchase	\$88.40
00066400 DOUGH ENTERPRISES LLC - Purcha	\$5.25
Subtotal for Cost Center Human Resources:	\$282.57
00066618 STAPLES DIRECT - Purchase	\$16.49
00066686 ALBERTSONS #0062 - Purchase	\$7.55
00066709 RINK SYSTEMS INC - Purchase	\$98.35

Bills & Claims

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00066731 MENARDS CASPER WY - Purchase	\$99.98
00066733 SAMSClub.COM - Purchase	\$491.88
00066789 SAMSClub #6425 - Purchase	\$26.41
00066829 FARMER BROTHERS COFFEE - Purch	\$310.68
00066176 FARMER BROTHERS COFFEE - Purch	\$123.09
00066208 VISTAR ROCKY MOUNTAIN - Purcha	\$159.35
00066260 SAMSClub #6425 - Purchase	\$73.80
00066266 SAMS CLUB #6425 - Purchase	\$172.01
00066271 SAMSClub #6425 - Purchase	\$28.96
00066386 SAMS CLUB #6425 - Purchase	\$9.47
00066401 SAMSClub #6425 - Purchase	\$44.02
00066432 SAMSClub #6425 - Purchase	\$73.80
00066493 ATLAS OFFICE PRODUCTS - Purcha	\$16.31
00066530 SAMSClub #6425 - Purchase	\$14.96
00066613 ATLAS OFFICE PRODUCTS - Purcha	\$9.74
00066643 BAILEYS ACE HDWE - Purchase	\$28.98
00066017 CASPER RECREATIONAL LE - Purch	\$75.00
00066060 SAMS CLUB #6425 - Purchase	\$16.96
00066100 SAMSClub.COM - Purchase	\$252.10
00066108 SQUARE SQ PAPA JOHNS - Purch	\$281.67
00066127 SAMS CLUB #6425 - Purchase	\$33.80
00066129 WAL-MART #1617 - Purchase	\$34.02
Subtotal for Cost Center Ice Arena:	\$2,499.38
00066658 PETSMART #3082 - Purchase	\$15.49
00066588 PAYPAL ANIMALCONTR - Purchase	\$6,050.00
00066106 VZWRLSS APOCC VISB - Purchase	\$456.96
00066224 WAL-MART #1617 - Purchase	\$38.02
00066296 NOLAND FEED INC. - Purchase	\$635.88
00066308 UW CASHIER OFFICE - Purchase	\$18.21
00066311 COCA COLA BOTTLING CO - Purcha	\$132.90
00066334 INT IN GREAT PLAINS C - Purch	\$195.30
00066351 Prairie Pella Wyoming - Purcha	\$1,311.23
00066439 DATAMARS INC. - Purchase	\$4,338.60
Subtotal for Cost Center Metro Animal:	\$13,192.59
00066711 CASPER STAR TRIBUNE - Purchase	\$76.45
00066711 CASPER STAR TRIBUNE - Purchase	\$8.03
Subtotal for Cost Center Metropolitan Planning:	\$84.48
00066333 INT IN POWDER RIVER S - Purch	\$21.00
00066537 TOP OFFICE PRODUCTS IN - Purch	\$38.06
Subtotal for Cost Center Municipal Court:	\$59.06
00066626 BAILEYS ACE HDWE - Purchase	\$11.98

Bills & Claims

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00066644 WM SUPERCENTER #1617 - Purchas	\$125.00
00066654 SUTHERLANDS 2219 - Purchase	\$16.57
00066707 CRESCENT ELECTRIC 103 - Purcha	\$65.12
00066725 CRESCENT ELECTRIC 103 - Purcha	\$174.87
00066546 SHOPGREENDEALER COM - Credit	-\$168.55
00066560 CRESCENT ELECTRIC 103 - Purcha	\$12.55
00066562 CRESCENT ELECTRIC 103 - Purcha	\$4.25
00066575 MENARDS CASPER WY - Purchase	\$24.20
00066579 WW GRAINGER - Purchase	\$163.66
00066594 CRESCENT ELECTRIC 103 - Purcha	\$33.47
00065685 CPS DISTRIBUTORS INC C - Purch	\$17.60
00065692 OREILLY AUTO #2746 - Purchase	\$19.07
00065816 THE HOME DEPOT #6001 - Purchas	\$262.51
00065884 THE HOME DEPOT #6001 - Purchas	\$119.00
00066086 NORCO INC - Purchase	\$60.17
00066088 BLOEDORN LUMBER CASPER - Purch	\$5.49
00066090 BLOEDORN LUMBER CASPER - Purch	\$10.98
00066131 AIRGAS CENTRAL - Purchase	\$16.73
00066144 NORCO INC - Purchase	\$60.17
00066169 CPS DISTRIBUTORS INC C - Purch	\$108.65
00066225 MICHAELSFENCE&SUPPLYIN - Purch	\$18.44
00066235 SHERWIN WILLIAMS 70343 - Purch	\$98.85
00066254 AIRGAS CENTRAL - Purchase	\$18.68
00066325 THE HOME DEPOT #6001 - Purchas	\$49.82
00066372 SUTHERLANDS 2219 - Purchase	\$142.48
00066433 THE HOME DEPOT #6001 - Purchas	\$41.82
00066443 VZWRLSS IVR VB - Purchase	\$40.18
00066457 STAPLS6922465562000 - Purchase	\$166.80
00066516 CRUM ELECTRIC SUPPLY C - Purch	\$84.42
00066531 BAILEYS ACE HDWE - Purchase	\$9.58
00066538 CRUM ELECTRIC SUPPLY C - Purch	\$132.86
00066558 STAPLS6922465562001 - Credit	-\$7.94
Subtotal for Cost Center Parks:	\$1,939.48
00066563 YELLOWSTONE GARAGE - Purchase	\$50.00
00066631 CASPER STAR TRIBUNE - Purchase	\$394.00
00066631 CASPER STAR TRIBUNE - Purchase	\$394.00
Subtotal for Cost Center Planning:	\$838.00
00066652 FIREHOUSE BREWING COMP - Purch	\$15.04
00066671 WENDY'S 6704 - Purchase	\$8.06
00066673 DICKEYS SD-295 - Purchase	\$14.77
00066674 MAVERIK #571 - Purchase	\$8.29
00065406 UNITED 01626069923634 - Pur	\$25.00
00065733 HOLIDAY INN EXPRESS HO - Purch	\$492.65

Bills & Claims

11/22/2017 to 12/05/2017

00066512 EXXONMOBIL 45948759 - Purch	\$3.99
00066541 MACKENZIE RIVER RAPID - Purcha	\$15.36
00066545 QDOBA 2050 - Purchase	\$10.43
00066573 MINERVA RAPID CITY - Purchase	\$25.50
00066268 PANDA EXPRESS 467 - Purchase	\$10.07
00066288 CHEVRON 0207100 - Purchase	\$1.79
00066290 DAIRY QUEEN #12619 QPS - Purch	\$5.40
00066319 SUNSET CAFE - Purchase	\$12.60
00066342 CHEVRON 0207100 - Purchase	\$2.68
00066354 SUNSET STARBUCKS - Purchase	\$3.30
00066358 SUBWAY 00503292 - Purch	\$11.84
00066363 SUNSET ITALIAN - Purchase	\$21.32
00066418 CHEVRON 0207100 - Purchase	\$1.79
00066421 SUNSET CAFE - Purchase	\$20.38
00066425 SUBWAY 00503292 - Purch	\$8.71
00066446 SUNSET CAFE - Purchase	\$12.60
00066450 MANCHU WOK ON IB - 37 - Purcha	\$12.65
00066456 CNIA PARKING - Purchase	\$30.00
00066472 SUNSET STARBUCKS - Purchase	\$3.30
00066476 SUNSET CAFE - Purchase	\$13.68
00066485 DELTA 0068295467543 - Purc	\$25.00
00066488 SUNSET HOTEL FD - Purchase	\$113.95
00066489 BUDGET CAR AND TRUCK R - Purch	\$162.55
00066490 SUNSET STARBUCKS - Purchase	\$3.30
00066503 CHEVRON 0207102 - Purchase	\$1.29
00066518 EMBASSY SUITES - DENVE - Purch	\$182.45
00066697 EMBASSY SUITES - DENVE - Purch	\$547.35
00066719 CHICK-FIL-A #01924 - Purchase	\$22.44
00066724 EMBASSY SUITES - DENVE - Purch	\$364.90
00065318 MCDONALD'S F13573 - Purchase	\$11.17
00065333 CHILI'S WAKE FOREST - Purchase	\$25.30
00065473 DUNKIN #348408 Q35 - Purchase	\$10.99
00065474 SUBWAY 03421203 - Purch	\$7.36
00065480 OMALLEYS TAVERN - Purchase	\$19.41
00065531 BUFFALO BROTHERS WAKE - Purcha	\$18.53
00065543 FIESTA MEXICANA RESTAU - Purch	\$11.26
00065560 CHEESECAKE RALEIGH - Purchase	\$25.87
00066057 DELTA 0068295032413 - Purc	\$25.00
00066066 MANCHU WOK ON IB - 37 - Purcha	\$10.45
00066151 FATBURGER - Purchase	\$20.13
00066220 SUNSET CAFE - Purchase	\$15.00
00066239 SUNSET VIVA SALSA - Purchase	\$19.76
00066255 DAIRY QUEEN #12619 QPS - Purch	\$8.65
00066257 SHELL OIL 930041290QPS - Purch	\$3.28
00066430 STAPLES 00114181 - Purch	\$33.99

Bills & Claims

11/22/2017 to 12/05/2017

00066452 PANERA BREAD #601174 - Purchas	\$15.22
00066453 TASTY KITCHEN ASIAN RE - Purch	\$23.81
00066464 EMBASSY SUITES - DENVE - Purch	\$35.67
00066465 BURGER KING #7461 Q07 - Purch	\$5.12
00066466 AIR HOST HUNTSVILLE - Purchase	\$9.16
00066468 SARA LEE SANDWICH SHOP - Purch	\$12.71
00066471 COMFORT INN - Purchase	\$592.64
00066473 IHOP #1823 - Purchase	\$33.27
00066478 UNITED 01626082326094 - Pur	\$60.00
00066479 AW WHEATLAND TRAVEL PL - Purch	\$22.71
00066482 TENDER'S - Purchase	\$8.31
00066484 EMBASSY SUITES - DENVE - Purch	\$73.64
00066495 RESIDENCE INNS HUGHES - Purcha	\$617.90
00066496 CONOCO - INTERSTATE GA - Purch	\$43.51
00066498 WENDYS STORE #11693 - Purchase	\$20.08
00066499 BUFFALO WILD WINGS 012 - Purch	\$50.24
00066500 PILOT 00007591 - Purch	\$15.00
00066501 RESIDENCE INNS HUGHES - Purcha	\$617.90
00066502 FAST BREAK EVANS - Purchase	\$34.15
00066509 HOLIDAY INN EXPRESS - Purchase	\$511.55
00066511 EXXONMOBIL 48075741 - Purch	\$32.25
00066520 HOLIDAY INN EXPRESS - Purchase	\$204.62
00066521 NOODLES & CO 129 - Purchase	\$23.00
00066526 NOODLES & CO 129 - Purchase	\$11.88
00066532 BURGER KING #7461 Q07 - Purch	\$13.98
00066543 VZWRLSS IVR VZWRLSS IVR VB - P	\$996.05
00066564 VOIANCE LLC - Purchase	\$4.99
00066567 PANERA BREAD #203102 - Purchas	\$36.07
00066576 SOURCE OFFICE AND TECH - Purch	\$1,399.03
00066582 EMBASSY SUITES - DENVE - Purch	\$9.99
00066593 GALLS - Purchase	\$669.74
00066600 GIORGIOS NY PIZZER - Purchase	\$42.20
00066612 THE SPORTSBOOK BAR GRI - Purch	\$43.47
00066371 STEAK-N-SHAKE#0667 Q99 - Purch	\$10.26
00066397 EL MONTE MEXICAN R - Purchase	\$11.79
00066398 KONA GRILL - HUNTSVILL - Purch	\$20.71
00066409 CHICK-FIL-A #00870 - Purchase	\$16.06
00063220 UNITED 01686923542430 - Pur	\$430.10
00063401 MAVERIK #341 - Purchase	\$19.13
00063983 BAILEYS ACE HDWE - Purchase	\$16.03
00064120 CHICK-FIL-A #01738 - Purchase	\$17.04
00064139 IN N OUT BURGER 195 - Purchase	\$9.19
00064238 SONIC DRIVE IN #4341 - Purchas	\$25.32
00064828 NOLAND FEED INC. - Purchase	\$37.60
00065420 TACO DINER SD - Purchase	\$16.80

Bills & Claims

City of Casper

11/22/2017

to

12/05/2017

00065515 SPF45 - Purchase	\$25.86
00065529 TST COSTA VIDA NORTHF - Purch	\$8.60
00065580 SPF45 - Purchase	\$4.58
00065671 SAFECART SQPMT.COM - Purchase	\$2.95
00065806 CONOCO - HOMAX #1 - Purchase	\$31.49
00065807 SHELL OIL 57445744204 - Purcha	\$5.87
00065867 AMAZON MKTPLACE PMTS - Purchas	\$62.40
00065874 AMAZON MKTPLACE PMTS - Purchas	\$69.50
00065893 AMAZON MKTPLACE PMTS - Purchas	\$139.90
00066134 AMAZON MKTPLACE PMTS - Purchas	\$145.60
00066181 UNITED 01626078523440 - Pur	\$60.00
00066212 JACK'S #230 Q08 - Purch	\$9.16
00066227 CHICK-FIL-A #00870 - Purchase	\$7.84
Subtotal for Cost Center Police:	\$9,974.22
00066419 STAPLES 00114181 - Purch	\$35.00
00065720 UNITED 01626073664110 - Pur	\$25.00
00066517 SQ SQ MY EDUCATIONAL - Purch	\$25.00
00066543 VZWLSS IVR VZWLSS IVR VB - P	\$80.02
00065784 UNITED 01626073662614 - Pur	\$25.00
00065907 AMAZON MKTPLACE PMTS - Purchas	\$139.80
Subtotal for Cost Center Police Grants:	\$329.82
00066589 URGENT CARE OF CASPER - Purcha	\$1,053.00
Subtotal for Cost Center Property & Liability Insurance:	\$1,053.00
00066618 STAPLES DIRECT - Purchase	\$16.50
00066618 STAPLES DIRECT - Purchase	\$16.49
00066683 AMBI MAIL AND MARKETIN - Purch	\$10.00
00065954 STAPLES 00114181 - Purch	\$67.40
00066289 WM SUPERCENTER #1617 - Purchas	\$11.68
00066321 USPS PO 5715580478 - Purchase	\$13.60
00066328 MARTIN-RAY LAUNDRY SYS - Purch	\$37.90
00065535 CREATIONS UNLIMITED - Credit	-\$18.00
00065584 CREATIONS UNLIMITED - Purchase	\$337.28
00066244 WM SUPERCENTER #1617 - Purchas	\$6.54
00066470 OTC BRANDS, INC. - Purchase	\$72.90
00066481 ATLAS OFFICE PRODUCTS - Purcha	\$15.91
00066491 ATLAS OFFICE PRODUCTS - Purcha	\$8.57
00066530 SAMSCLUB #6425 - Purchase	\$5.88
00066530 SAMSCLUB #6425 - Purchase	\$6.98
00066530 SAMSCLUB #6425 - Purchase	\$25.88
00066613 ATLAS OFFICE PRODUCTS - Purcha	\$8.94
00066345 NORCO INC - Purchase	\$126.09
00066424 TRUE FITNESS TECHNOLOG - Purch	\$150.04

Bills & Claims

City of Casper

11/22/2017

to

12/05/2017

00066423 ATLAS OFFICE PRODUCTS - Purcha	\$22.63
00066423 ATLAS OFFICE PRODUCTS - Purcha	\$38.89
Subtotal for Cost Center Recreation:	\$982.10
00066219 CASPER TIRE 0000705 - Purchase	\$40.50
00066229 CASPER TIRE 0000705 - Purchase	\$32.50
00066233 AIRGAS CENTRAL - Purchase	\$16.13
00066272 INT IN GREAT PLAINS C - Purch	\$486.40
00066276 INT IN C & C SUPPLY D - Purch	\$48.00
00066278 WYOMING STEEL AND RECY - Purch	\$5,321.70
00066287 AIRGAS CENTRAL - Purchase	\$13.00
00066310 CMI-TECO - Purchase	\$18.61
00066313 BAILEYS ACE HDWE - Purchase	\$4.30
00066375 CASPER TIRE 0000705 - Purchase	\$32.50
00066388 MENARDS CASPER WY - Purchase	\$31.27
00066416 CASPER TIRE 0000705 - Purchase	\$73.00
00066497 CASPER TIRE 0000705 - Purchase	\$32.50
00066507 CASPER TIRE 0000705 - Purchase	\$71.00
00066399 SKILLPATH NATIONAL - Purchase	\$149.00
Subtotal for Cost Center Refuse Collection:	\$6,370.41
00066586 WATERWORKS IND 2697 - Purchase	\$782.00
00066166 WATERWORKS IND 2697 - Purchase	\$86.99
00066326 CASPER CONTRACTORS SUP - Purch	\$35.31
00066506 FRANKLINCOVEYPRODUCTS - Purcha	\$42.15
00066191 BAILEYS ACE HDWE - Purchase	\$9.99
00066435 ATLAS OFFICE PRODUCTS - Purcha	\$18.39
Subtotal for Cost Center Sewer:	\$974.83
00062935 WAL-MART #1772 - Purchase	\$43.59
Subtotal for Cost Center Special Assistance:	\$43.59
00066442 MENARDS CASPER WY - Purchase	\$11.39
00066605 ADVANCED TRAFFIC PRODU - Purch	\$450.00
Subtotal for Cost Center Streets:	\$461.39
00066775 COMPRESSION LEASING SV - Purch	\$283.71
00066778 COMPRESSION LEASING SV - Purch	\$73.11
00066615 HACH COMPANY - Purchase	\$1,019.73
00066620 USPS PO 5715580478 - Purchase	\$6.59
00066653 ENERGY LABORATORIES, I - Purch	\$77.00
00066656 ENERGY LABORATORIES, I - Purch	\$77.00
00066661 ENERGY LABORATORIES, I - Credi	-\$77.00
00066662 STOTZ EQUIP-CASPER- - Purchase	\$282.25
00066670 SAMS CLUB #6425 - Purchase	\$204.30

Bills & Claims

City of Casper

11/22/2017

to

12/05/2017

00066700 NORTHROP BOILER WORKS - Purcha	\$166.00
00066704 PURVIS INDUSTRIES 67 - Purchas	\$19.01
00066713 LONG BLDG. TECHNOLOGIE - Purch	\$1,047.00
00066253 PACE ANALYTICAL SERVIC - Purch	\$180.00
00066273 BEARING BELTCHAIN00244 - Purch	\$10.28
00066426 NCL OF WISCONSIN INC - Purchas	\$108.37
00066522 SHERWIN-WILLIAMS 70896 - Purch	\$9.99
00066524 CPU IIT - Purchase	\$59.99
00066527 BAILEYS ACE HDWE - Purchase	\$32.76
00066571 CRUM ELECTRIC SUPPLY C - Purch	\$25.52
00066609 NORCO INC - Purchase	\$40.44
00066340 BAILEYS ACE HDWE - Purchase	\$167.64
00066222 GEOTEC INDUSTRIAL SUPP - Purch	\$139.20
00066247 HARBOR FREIGHT TOOLS 3 - Purch	\$71.96
Subtotal for Cost Center Waste Water:	\$4,024.85
00066737 BEARING BELTCHAIN00244 - Purch	\$77.80
00066754 ENERGY LABORATORIES, I - Purch	\$320.00
00066765 NACE INTERNATIONAL - Purchase	\$130.00
00066602 DANA KEPNER CO. - Purchase	\$236.40
00066633 DANA KEPNER CO. - Purchase	\$506.00
00066679 DANA KEPNER CO. - Purchase	\$325.00
00066730 ENERGY LABORATORIES, I - Purch	\$340.00
00066534 WATERWORKS IND 2697 - Purchase	\$892.83
00066275 TOP OFFICE PRODUCTS IN - Purch	\$116.44
00066322 ATLAS OFFICE PRODUCTS - Purcha	\$7.60
00066435 ATLAS OFFICE PRODUCTS - Purcha	\$22.47
00066460 71 SOIL AND STONE - Purchase	\$2,145.40
00066469 ATLAS OFFICE PRODUCTS - Purcha	\$49.68
00066528 ENERGY LABORATORIES, I - Purch	\$340.00
00064737 SQ SQ FINISH LINE SY - Purch	\$937.94
00064827 ALL AMERICAN GASKET - Purchase	\$497.98
00065191 GUNNERS METERS - Purchase	\$2,105.00
00065875 MSPS - Purchase	\$4,107.76
00066379 71 SOIL AND STONE - Purchase	\$1,052.90
00066420 ENERGY LABORATORIES, I - Purch	\$340.00
00066206 INTERSTATE ALL BATTERY - Purch	\$26.85
00066221 UNITED STATES WELDING - Purcha	\$19.57
00066238 SQU SQ ATLANTIC ELECT - Purch	\$184.42
00066242 DANA KEPNER CO. - Purchase	\$99.00
Subtotal for Cost Center Water:	\$14,881.04
00066664 EUROFINS EATON ANALYTI - Purch	\$100.00
00066523 WATERWORKS IND 2697 - Purchase	\$20.73
00066305 ENERGY LABORATORIES - Purchase	\$225.00

Bills & Claims

City of Casper

11/22/2017 to 12/05/2017

00066307 WM SUPERCENTER #3778 - Purchas	\$23.36
00066550 ENERGY LABORATORIES - Purchase	\$225.00
00066581 ENERGY LABORATORIES - Purchase	\$22.00
00066584 WW GRAINGER - Purchase	\$336.60
00066336 ENERGY LABORATORIES - Purchase	\$20.00
00066348 ENERGY LABORATORIES - Purchase	\$37.00
00066365 ATLAS OFFICE PRODUCTS - Purcha	\$120.73
00065980 WATERWORKS IND 2697 - Purchase	\$195.00
Subtotal for Cost Center Water Treatment Plant:	\$1,325.42

Vendor Subtotal: **\$104,855.64**

PEPSI COLA OF CASPER

2199021754 PRODUCT	\$135.00
2199023167 PRODUCT	\$194.00
2199023168 PRODUCT	\$162.00
2199024617 PRODUCT	\$96.00
2199024618 PRODUCT	\$56.00
2199021502 PRODUCT	\$90.00
2199022238 PRODUCT	\$90.00
2199022705 PRODUCT	\$186.00
Subtotal for Cost Center Aquatics:	\$1,009.00

Vendor Subtotal: **\$1,009.00**

PORTER, MUIRHEAD, CORNIA & HOWARD

1022 PROFESSIONAL SERVICES	\$50,000.00
Subtotal for Cost Center Finance:	\$50,000.00

Vendor Subtotal: **\$50,000.00**

POSTAL PROS SOUTHWEST INC

44227 WEB POSTING SUPPORT	\$4,118.33
4306 UTILITY BILLING FEES	\$2,644.17
4328 UTILITY BILLING FEES	\$4,978.70
Subtotal for Cost Center Finance:	\$11,741.20

Vendor Subtotal: **\$11,741.20**

POVERTY RESISTANCE FOOD PANTRY

102293 FY18 1%#15 ONE CENT FUNDING	\$600.66
2017-0001 FY18 1%#15 ONE CENT FUNDING	\$7,454.66
Subtotal for Cost Center One Cent #15:	\$8,055.32

Vendor Subtotal: **\$8,055.32**

Bills & Claims

City of Casper

11/22/2017 to 12/05/2017

POWER SVC., INC.	1093587202 BLOWER PM SRV FOR GAS SYSTEM	\$662.89
	Subtotal for Cost Center Balefill:	\$662.89
	Vendor Subtotal:	\$662.89
PROVENCE, FORREST/SHIRLEY	0029849033 UTILITY REFUND	\$12.02
	Subtotal for Cost Center Water:	\$12.02
	Vendor Subtotal:	\$12.02
PUBLIC SAFETY COMMUNICATIONS CENTER	734/157109 PSCC MONTHLY USER FEE	\$2,622.29
	Subtotal for Cost Center Metro Animal:	\$2,622.29
	1276/157110 PSCC MONTHLY USER FEE	\$572.73
	Subtotal for Cost Center Water:	\$572.73
	Vendor Subtotal:	\$3,195.02
RAFTELIS FINANCIAL CONSULTANTS INC	CAWY1702-09 SYSTEM INVESTMENT CHARGE/COST	\$1,481.78
	Subtotal for Cost Center Sewer:	\$1,481.78
	CAWY1702-09 SYSTEM INVESTMENT CHARGE/COST	\$1,481.79
	Subtotal for Cost Center Waste Water:	\$1,481.79
	CAWY1702-09 SYSTEM INVESTMENT CHARGE/COST	\$2,256.68
	Subtotal for Cost Center Water:	\$2,256.68
	Vendor Subtotal:	\$5,220.25
ROCKY MOUNTAIN POWER	AP000242111717 ELECTRICITY	\$190.38
	Subtotal for Cost Center Waste Water:	\$190.38
	RIN0028217 ENERGY ELECTRICITY	\$77,614.16
	RIN0028217 ENERGY ELECTRICITY	\$10,237.78
	Subtotal for Cost Center Water Treatment Plant:	\$87,851.94
	Vendor Subtotal:	\$88,042.32

Bills & Claims

City of Casper

11/22/2017 to 12/05/2017

RYAN BUTLER	RIN002822 CLOTHING REIMBURSEMENT	\$47.50
	Subtotal for Cost Center Hogadon:	\$47.50
	Vendor Subtotal:	\$47.50
SAM PARSON'S UPHOLSTERY	67304 REPAIR SEAT CUSHION	\$140.00
	673698 REUPHOLSTER SEAT CUSHION	\$87.66
	Subtotal for Cost Center Fleet Maintenance:	\$227.66
	Vendor Subtotal:	\$227.66
SHOSHONE DISTRIBUTING CO., INC.	5411 RESALE ITEMS FOR MUSEUM STORE	\$165.00
	Subtotal for Cost Center General - Fort Caspar	\$165.00
	Vendor Subtotal:	\$165.00
SMITH, MICHAEL FRED	0029849031 UTILITY REFUND	\$6.56
	Subtotal for Cost Center Water:	\$6.56
	Vendor Subtotal:	\$6.56
STEALTH PARTNER GROUP	RIN0028239 MEDICAL STOP LOSS	\$53,803.74
	Subtotal for Cost Center Health Insurance:	\$53,803.74
	Vendor Subtotal:	\$53,803.74
TEN-E PACKAGING SERVICES INC	17-MN45322 FABRIC WEIGHT TESTING/BLR BAGS	\$800.00
	Subtotal for Cost Center Balefill:	\$800.00
	Vendor Subtotal:	\$800.00
TERRACON	T981525 REGIONAL LANDFILL LIFETIME PER	\$5,186.58
	Subtotal for Cost Center Balefill:	\$5,186.58
	Vendor Subtotal:	\$5,186.58
THE BON AGENCY, INC.	BD7900460073 RENEW NOTARY	\$50.00
	Subtotal for Cost Center Police:	\$50.00

Bills & Claims

City of Casper

11/22/2017

to

12/05/2017

Vendor Subtotal:	\$50.00
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THERESA MCCARTHY

RIN0028229 CLOTHING REIMBURSEMENT	\$39.88
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Subtotal for Cost Center Buildings & Structures:	\$39.88
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Vendor Subtotal:	\$39.88
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TIM DACH

RIN0028230 CLOTHING REIMBURSEMENT	\$59.99
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Subtotal for Cost Center Buildings & Structures:	\$59.99
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Vendor Subtotal:	\$59.99
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TIM KENNEDY

RIN0028234 BOOT REIMBURSEMENT	\$38.50
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Subtotal for Cost Center Waste Water:	\$38.50
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Vendor Subtotal:	\$38.50
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TOM PITLICK

RIN0028238 TRAVEL EXPENSES	\$375.57
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Subtotal for Cost Center Finance:	\$375.57
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Vendor Subtotal:	\$375.57
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TRIHYDRO CORP.

0124565 BROWNFIELDS GRANT-HAZARDOUS	\$5,223.96
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0124569 BROWNFIELDS GRANT - PETROLEUM	\$2,282.25
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Subtotal for Cost Center Planning:	\$7,506.21
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124382 CITIZEN SCIENTIST - RUSSIAN OL	\$1,273.00
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Subtotal for Cost Center Refuse Collection:	\$1,273.00
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Vendor Subtotal:	\$8,779.21
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VISION SVC. PLAN

804446246 COBRA CONTRIBUTIONS	\$32.16
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804446245 BENEFIT PAYABLE	\$1,459.22
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Subtotal for Cost Center Health Insurance:	\$1,491.38
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Vendor Subtotal:	\$1,491.38
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Bills & Claims

City of Casper

11/22/2017 to 12/05/2017

WASTE WATER TREATMENT	1337/157116 MONTHLY SUMP CLEANING	\$600.00
	Subtotal for Cost Center Balefill:	\$600.00
	1276/157272 201 SEWER	\$271,875.47
	Subtotal for Cost Center Sewer:	\$271,875.47
	Vendor Subtotal:	\$272,475.47
WESTCOAST ROTOR, INC.	26615 DEWATERING SLUDGE PUMP1 REBLD	\$2,384.89
	26616 ROTOR REBLD DW SLUDGE PUMP 1	\$4,828.00
	Subtotal for Cost Center Waste Water:	\$7,212.89
	Vendor Subtotal:	\$7,212.89
WESTERN WATER CONSULTANTS, INC.	160580020 K STREET IMPROVEMENTS - PHASE	\$565.32
	Subtotal for Cost Center Sewer:	\$565.32
	160580020 K STREET IMPROVEMENTS - PHASE	\$6,783.79
	160580020 K STREET IMPROVEMENTS - PHASE	\$8,075.94
	Subtotal for Cost Center Streets:	\$14,859.73
	160080020 15TH & ELM STREET	\$1,955.28
	160580020 K STREET IMPROVEMENTS - PHASE	\$726.83
	Subtotal for Cost Center Water:	\$2,682.11
	Vendor Subtotal:	\$18,107.16
WLC ENGINEERING - SURVEYING - PLANNING	2017-10985 ROTARY PARK PATHWAY - PHASE II	\$2,052.40
	Subtotal for Cost Center City Manager:	\$2,052.40
	2017-10924 HOGADON UNDERGROUND INJECTION	\$37,857.78
	Subtotal for Cost Center Hogadon:	\$37,857.78
	2017-10985 ROTARY PARK PATHWAY - PHASE II	\$513.10
	Subtotal for Cost Center One Cent #15:	\$513.10
	2017-10912 WEST CASPER ZONE II WATER SYST	\$4,894.35
	2017-10912 WEST CASPER ZONE II WATER SYST	\$2,410.65
	Subtotal for Cost Center Water:	\$7,305.00
	Vendor Subtotal:	\$47,728.28

Bills & Claims

City of Casper

11/22/2017 to 12/05/2017

**WY. LAW ENFORCEMENT
ACADEMY**

A-0348 FRANGIBLE FOR NEW RECRUITS
Subtotal for Cost Center Police:

\$4,180.50
\$4,180.50

Vendor Subtotal:

\$4,180.50

Grand Total

\$1,875,085.65

Approved By

On

CITY of CASPER, WYOMING
 BILLS and CLAIMS ADDENDUM
 Council Meeting
 12/05/17

Payroll Disbursements

11/30/17	CITY/FIRE PAYROLL	\$ 1,223,131.04
11/30/17	BENEFITS AND DEDUCTIONS	\$ 197,415.93
11/29/17	EXCEPTION PAYROLL	\$ 1,987.20
11/29/17	BENEFITS AND DEDUCTIONS	\$ 243.03

	Total Payroll	<u><u>\$ 1,422,777.20</u></u>
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Additional Fees


	Total Fees	<u><u>\$ -</u></u>
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Additional Accounts Payable

11/16/17	Prewrits - utility refunds/travel reimbursements	\$ 913.08
11/21/17	CMI Teco	\$ 338,984.00

	Total Additional AP	<u><u>\$ 339,897.08</u></u>
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November 13, 2017

MEMO TO: J. Carter Napier, City Manager 

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

SUBJECT: Establish Public Hearing for Consideration of an Ordinance to Vacate a Portion of South Forest Drive

Meeting Type & Date:

Regular Council Meeting, December 5, 2017.

Action Type:

Establish Public Hearing for December 19, 2017.

Recommendation:

That Council, by minute action, establish December 19, 2017 as the date of public hearing for the review of a request to vacate a portion of South Forest Drive, located in the Pratt Addition No. 6 Subdivision, Phase 2.

Summary:

The Rustic Pines Subdivision was established in August of 2005. At that time, the City of Casper agreed to vacate the portion of South Forest Drive, between East 15th Street and Pratt Boulevard, once Pinyon Parkway was constructed and accepted by the City. Pinyon Parkway was completed, and South Forest Drive has been closed to traffic for several years. At the request of adjacent landowners, the City is now moving forward with the vacation of the South Forest Drive right-of-way.

Wyoming State Statute 15-4-305, regarding street vacations, states that “no vacation may be ordered except upon petition of a majority of the owners owning a majority of the property abutting on the portion proposed to be vacated and extending three hundred (300) feet in either direction from the portion proposed to be vacated.” Signatures have been obtained by the Casper Planning Division from a majority of the property owners owning a majority of the property within three hundred (300) feet of the subject alley parcel. Once vacated, the ownership of the alley will revert to the immediately-adjacent property owner(s). The City will maintain a utility easement within the existing right of way to provide for private and public utility infrastructure. The signed easement is to be presented to Council on November 21, 2017, prior to final approval of the vacation of the right-of-way, to ensure that it will be executed concurrent with the street vacation.

A notice of public hearing will be published in the Casper Star-Tribune advertising the City Council public hearing on December 19, 2017. All public hearings are also advertised on the City’s website (casperwy.gov).

Financial Considerations:

Based on the land valuation of adjacent properties, as provided by the Natrona County Assessor, the parcels of former right-of-way that the adjacent property owners will be obtaining have an estimated value of approximately \$26,000 each (\$52,000 total). Wyoming State Statute 15-4-305 states that the City may demand and receive the value of the land vacated as consideration for the vacation.

Oversight/Project Responsibility:

Craig Collins, City Planner is tasked with processing the vacation request.

October 30, 2017

MEMO TO: J. Carter Napier, City Manager *JCN*

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

SUBJECT: Establish the Public Hearing Date for a New Bar and Grill Liquor License No. 10 for Marvin Piel Family, LLC, Located at 100 North Center Street.

Meeting Type & Date

Regular Council Meeting
December 5, 2017

Action type

Establish Public Hearing
Minute Action

Recommendation

That Council, by minute action, establish December 19, 2017 as the Public Hearing date for a new Bar and Grill License No. 10, Marvin Piel Family, LLC, located at 100 North Center Street.

Summary

At the October 10th, 2017 work session, City Council gave direction to move forward with the official approval process for a Bar and Grill License. Marvin Piel's original application had him as the license holder. Mr. Piel decided he would like to change that to a limited liability company. New applications were needed, delaying the public hearing of the bar and grill.

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

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

Financial Considerations

No Financial Considerations


Oversight/Project Responsibility


Carla Mills-Laatsch, Licensing Specialist

Attachments

None

November 28, 2017

MEMO TO: J. Carter Napier, City Manager 

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

SUBJECT: Establish December 19, 2017 as the Public Hearing date for a transfer of ownership for Retail Liquor License No. 5, owned by Lucky 95, LLC, located at 134 North Center to Travis Taylor, located at 134 North Center.

Meeting Type & Date
Regular Council Meeting
December 5, 2017

Action type
Establish Public Hearing
Minute Action

Recommendation
That Council, by minute action, establish December 19, 2017 as the Public Hearing date for a transfer of ownership for retail liquor license No. 5, owned by Lucky 95, LLC, located at 134 North Center to Travis Taylor, located at 134 North Center.

Summary
Lucky 95, LLC is owned by Travis and Wendy Taylor and is in a non-operational status that expires on January 5, 2018. In November 2017, as a condition of a divorce agreement, this liquor license was awarded to Travis Taylor solely. If this transfer is approved it will restart the non-operational status for one year. It is the applicant's intention to be open for business by June of 2018.

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

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

Financial Considerations
No Financial Considerations

Oversight/Project Responsibility
Carla Mills-Laatsch, Licensing Specialist

Attachments
None

December 1, 2017

MEMO TO: J. Carter Napier, City Manager *JCN*
FROM: Liz Becher, Community Development Director *LB*
SUBJECT: Disposition of Former Plains Furniture properties

Meeting Type & Date: Regular Council Meeting, December 5, 2017.

Action Type: Establish Public Hearing for December 19, 2017.

Recommendation: That Council, by minute action, establish December 19, 2017, as the date of public hearing for citizen input regarding the disposition of the former Plains Furniture properties, located between David Street and Ash Street in the Old Yellowstone District.

Summary: At the November 14th and November 28th Council work sessions, proposals were heard regarding the potential sale and redevelopment of the existing buildings and parking lots on the former Plains Furniture site. The proposals varied in scope, funding requirements, timing, and coordination with prior community input. Therefore, Council members expressed a need to have additional public input prior to them rendering a decision on the disposition of the properties.

Financial Considerations: Potential sales revenue from the sale of the properties has been included in the FY18 approved budget.

Oversight/Project Responsibility: Community Development Department/Planning Division.

Attachments: None.

November 6, 2017

MEMO TO: J. Carter Napier, City Manager *JCN*
FROM: Fleur Tremel, Assistant to City Manager/City Clerk *FT*
Carla Mills-Laatsch, Licensing Specialist
SUBJECT: Establish the Public Hearing Date on Liquor License Renewals for licensing period April 1, 2018 through March 31, 2019.

Meeting Type & Date

Regular Council Meeting
December 5, 2017

Action type

Establish Public Hearing
Minute Action

Recommendation

That Council, by minute action, establish February 20, 2018, as the Public Hearing date for consideration of the annual renewal of all City of Casper Liquor Licenses.

Summary

State Statutes require that the City Council hold a public hearing each year prior to the renewal of liquor licenses. This gives the public an opportunity to address the Council with any concerns they might have concerning the operation and management of a given establishment. It also affords the City Council an opportunity to invite liquor establishment owners to appear and address any questions that the Council might have. The licensing year runs from April 1 to March 31.

During the month of November, the necessary reporting materials and liquor license renewal forms are sent to the liquor dealers. The City of Casper Fire-EMS Department, City of Casper Community Development, and Natrona County Health Department are informed to ensure that the license holders are complying with the building, fire, and health codes. If any non-compliance is noted, a conformance period may be set for the license holder, and the license may be issued with a restriction. In addition, the Police Department submits a report noting any law enforcement problems related to the establishment and a calculation of any demerit points earned during the previous year.

Financial Considerations

No Financial Considerations

Oversight/Project Responsibility

Carla Mills-Laatsch, Licensing Specialist

Attachments

None

ORDINANCE NO.15-17

AN ORDINANCE APPROVING A ZONE CHANGE FOR LOTS 1-4, THOMAS D. ROSS #1 ADDITION IN THE CITY OF CASPER, WYOMING.

WHEREAS, after a public hearing on August 17, 2017, the City of Casper Planning and Zoning Commission, by a 5-2 vote, failed to pass a motion recommending that the City Council approve a zone change of Lots 1-4, Thomas D Ross #1 Addition, located at 802-808 North Washington Street, from R-3 (One to Four Unit Residential) to C-2 (General Business); and,

WHEREAS, pursuant to Section 17.12.170(E) of the Casper Municipal Code, if a zone change is denied, the Commission shall state, in writing, the reasons for its decision. Decisions of the Commission to deny a zone change may be appealed to the City Council, in writing, within ten calendar days from the date of the written decision, pursuant to Section 17.12.170(G) of the Casper Municipal Code; and,

WHEREAS, the Commission's written decision is dated August 17, 2017, and the applicant provided a written appeal to the City dated August 18, 2017; and,

WHEREAS, the governing body of the City of Casper finds that the Planning and Zoning Commission's decision to deny the zone change should be overturned, and the above-described zone change should be approved.

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

SECTION 1:

That a zone change of Lots 1-4, Thomas D Ross #1 Addition, located at 802-808 North Washington Street, from R-3 (One to Four Unit Residential) to C-2 (General Business), is hereby approved.

SECTION 2:

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

PASSED on 1st reading the 7th day of November, 2017.

PASSED on 2nd reading the 21st day of November, 2017.

PASSED, APPROVED, AND ADOPTED on 3rd and final reading the ____ day of _____, 2017.

APPROVED AS TO FORM:



ATTEST:

Fleur D. Tremel
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Kenyne Humphrey
Mayor

ORDINANCE NO.19-17

AN ORDINANCE APPROVING A ZONE CHANGE FOR LOTS 1-8 OF THE CPH ADDITION IN THE CITY OF CASPER, WYOMING.

WHEREAS, an application has been made to rezone the above described lots from zoning classification R-2 (One Unit Residential) to R-3 (One to Four Unit Residential); and,

WHEREAS, after a public hearing on September 28, 2017, the City of Casper Planning and Zoning Commission passed a motion recommending that City Council approve the zone change request; and,

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

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

SECTION 1:

Lots 1-8, CPH Addition of the City of Casper, located on Aryn Lane, are hereby rezoned from R-2 (One Unit Residential) to R-3 (One to Four Unit Residential).

SECTION 2:

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

PASSED on 1st reading the 7th day of November, 2017.

PASSED on 2nd reading the 21st day of November, 2017.

PASSED, APPROVED, AND ADOPTED on 3rd and final reading the day of _____, 2017.

APPROVED AS TO FORM:

Walter Tremel

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Kenyne Humphrey
Mayor

ORDINANCE NO. 20-17

AN ORDINANCE APPROVING THE VACATION OF A
PORTION OF SOUTH SPRUCE STREET.

WHEREAS, the Natrona County School District has requested that a portion of South Spruce Street, located between West 15th Street and West 14th Street, in the Carey Subdivision, Blocks 211-214, be vacated as public right-of-way; and,

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

WHEREAS, the City of Casper desires to retain a public access and utility easement within the boundaries of the to-be-vacated portion of South Spruce Street; and,

WHEREAS, the City of Casper has determined that said portion of South Spruce Street, located between West 15th Street and West 14th Street, Carey Subdivision, Block 211-214, can be vacated without adversely impacting utility services and traffic circulation within the area; and,

WHEREAS, it is the desire of the governing body of the City of Casper to approve said vacation of a portion South Spruce Street, located between West 15th Street and West 14th Street, Carey Subdivision, Block 211-214, as public right-of-way.

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

SECTION 1:

That the vacation of the portion of South Spruce Street, located between West 15th Street and West 14th Street, Carey Subdivision, Block 211-214, as set forth in Exhibits “A” and “B”, which are attached hereto and are hereby made a part of this ordinance, is hereby approved and vacated.

SECTION 2:

That a public access and utility easement, as set forth in Exhibit “C” and “D” is hereby reserved for the purposes of public access and construction, operation, and maintenance of public and private utility lines, conduits, vaults, pedestals, and other utility appurtenances.

SECTION 3:

That the vacated sections of South Spruce Street, as described in Exhibit "B", shall revert to the adjoining land owners as provided by law.

SECTION 4:

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

PASSED on 1st reading the 21st day of November, 2017.

PASSED on 2nd reading the _____ day of _____, 2017.

PASSED, APPROVED, AND ADOPTED on 3rd and final reading the ____ day of _____, 2017.

APPROVED AS TO FORM:

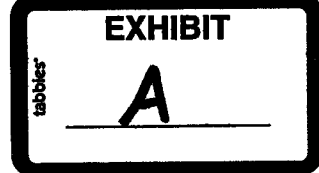
Wanda Trent

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Kenyne Humphrey
Mayor

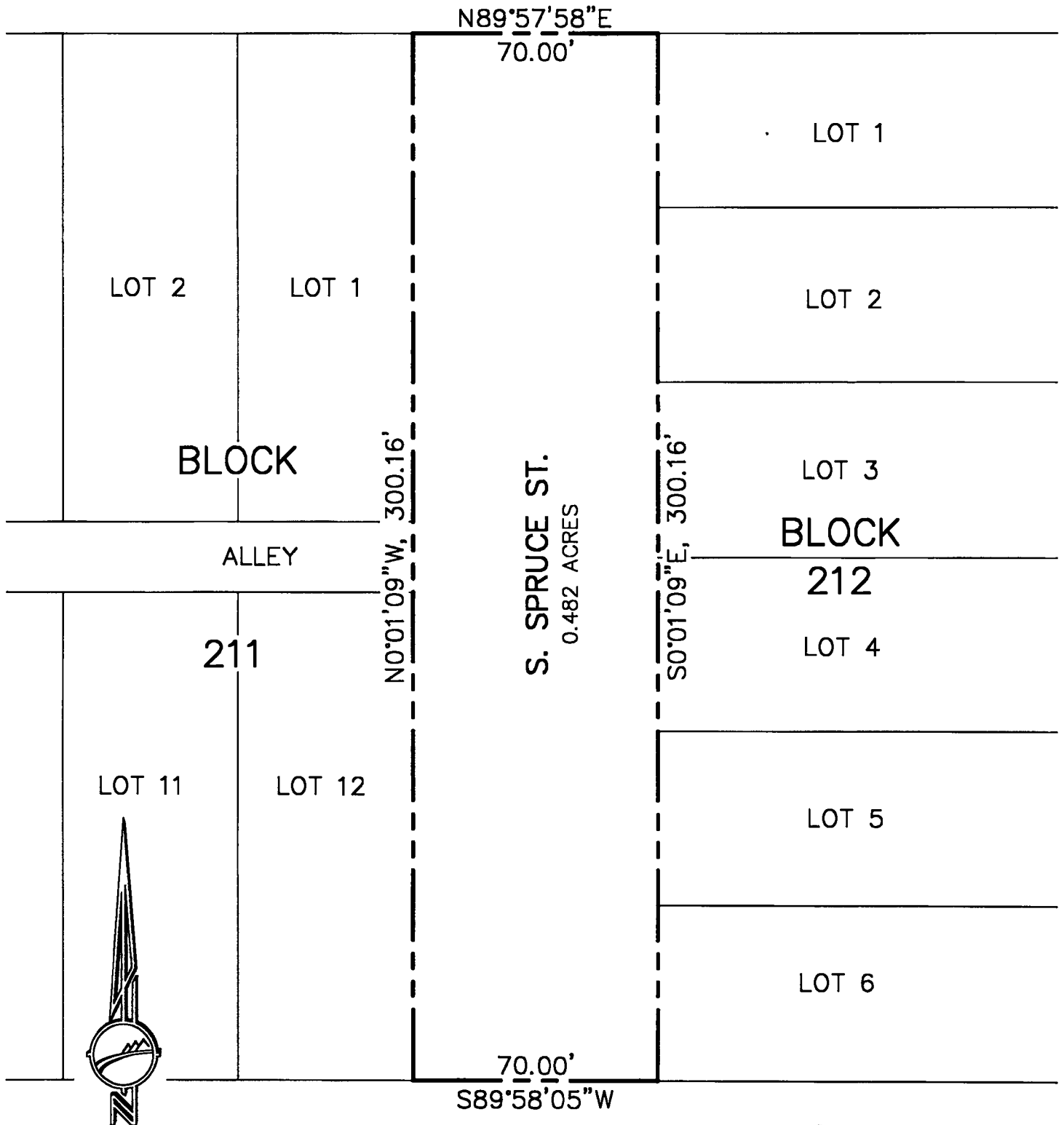


Client NATRONA COUNTY SCHOOL DISTRICT #1 Address 1038 N. GLENN ROAD
 City CASPER State WYOMING Zip 82601

VACATION EXHIBIT A

SW1/4 Section 9, T. 33 N., R. 79 W., 6th Principal Meridian, Wyoming
 Lot PT. S. SPRUCE ST. Block BETWEEN 211 & 212 Subdivision CITY OF CASPER
 City CASPER County NATRONA State WYOMING

W. FOURTEENTH ST.



SCALE: 1"=40'
 BASIS OF BEARING:
 GEODETIC BASED ON GPS

W. FIFTEENTH ST.

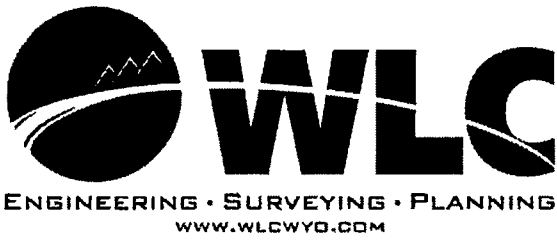


Date: 10-19-17 (REV. 11/9/17)

W.O. No. 16118-01

Drawn By: KRM

Acad File: SPRUCE STREET-DEAN MORGAN VACATION



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

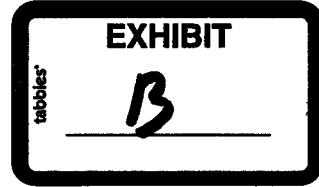


EXHIBIT B

October 19, 2017

Natrona County School District #1
1038 N. Glenn Road
Casper, WY 82601

W.O. No.: 16118-01

Description: (South Spruce Street Vacation – 0.482 Acres)

A Parcel located in and being a portion of South Spruce Street located between Blocks 211 and 212, City of Casper, Wyoming bounded on the north by West Fourteenth Street and on the South by West Fifteenth Street and located in the SW1/4, Section 9, Township 33 North, Range 79 West of the Sixth Principal Meridian, Natrona County, Wyoming and being more particularly described by metes and bounds as follows:

Beginning at the northeasterly corner of the Parcel being described and also the northwesterly corner of Lot 1, Block 212, City of Casper; thence along the easterly line of said Parcel and westerly line of said Block 212, S.0°01'09"E., 300.16 feet to the southeasterly corner of said Parcel, the southwesterly corner of Lot 6, Block 212 and a point in and intersection with the northerly line of West Fifteenth Street; thence along the southerly line of said Parcel and the northerly line of said West Fifteenth Street, S.89°58'05"W., 70.00 feet to the southwesterly corner of said Parcel and the southeasterly corner of Lot 12, Block 211; thence along the westerly line of said Parcel and easterly line of said Block 211, N.0°01'09"W., 300.16 feet to the northwesterly corner of said Parcel, the northeasterly corner of Lot 1, Block 211 and a point in and intersection with the southerly line of said West Fourteenth Street; thence along the northerly line of said Parcel and the southerly line of said West Fourteenth Street, N.89°57'58"E., 70.00 feet to the Point of Beginning and containing 0.482 acres, more or less, as set forth by Exhibit A attached hereto and made a part hereof.

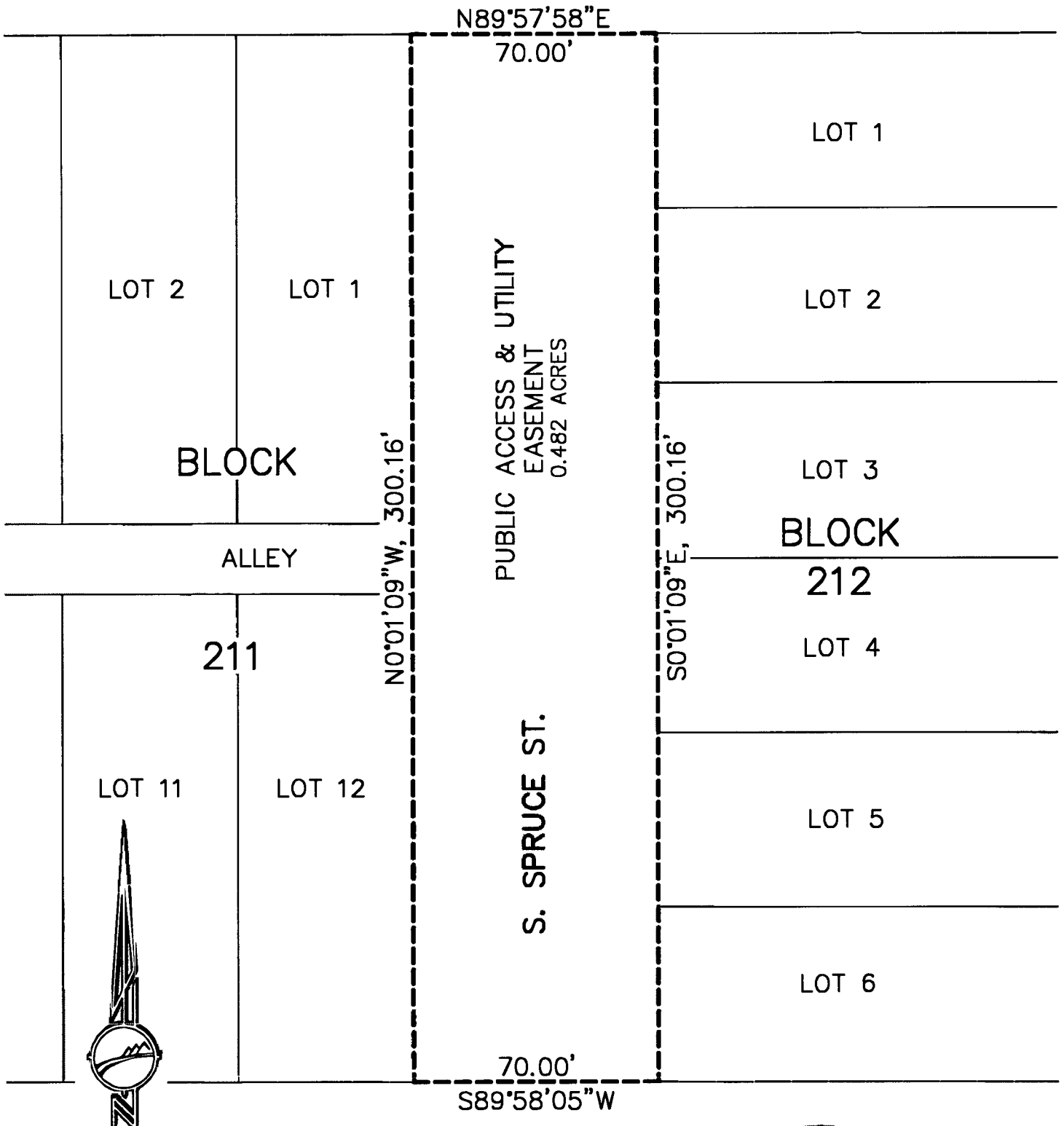


Client NATRONA COUNTY SCHOOL DISTRICT #1 Address 1038 N. GLENN ROAD
 City CASPER State WYOMING Zip 82601

EASEMENT EXHIBIT

SW1/4 Section 9, T. 33 N., R. 79 W., 6th Principal Meridian, Wyoming
 Lot PT. S. SPRUCE ST. Block BETWEEN 211 & 212 Subdivision CITY OF CASPER
 City CASPER County NATRONA State WYOMING

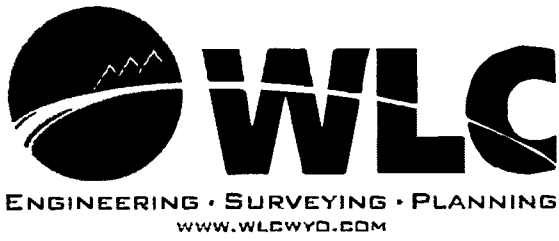
W. FOURTEENTH ST.



SCALE: 1"=40'
 BASIS OF BEARING:
 GEODETIC BASED ON GPS

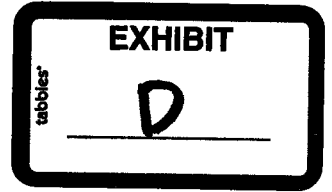
W. FIFTEENTH ST.





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

EXHIBIT



October 19, 2017

Natrona County School District #1
1038 N. Glenn Road
Casper, WY 82601

W.O. No.: 16118-01

Description: (Public Access and Utility Easement – 0.482 Acres)

A Parcel located in and being a portion of South Spruce Street located between Blocks 211 and 212, City of Casper, Wyoming bounded on the north by West Fourteenth Street and on the South by West Fifteenth Street and located in the SW1/4, Section 9, Township 33 North, Range 79 West of the Sixth Principal Meridian, Natrona County, Wyoming and being more particularly described by metes and bounds as follows:

Beginning at the northeasterly corner of the Parcel being described and also the northwesterly corner of Lot 1, Block 212, City of Casper; thence along the easterly line of said Parcel and westerly line of said Block 212, S.0°01'09"E., 300.16 feet to the southeasterly corner of said Parcel, the southwesterly corner of Lot 6, Block 212 and a point in and intersection with the northerly line of West Fifteenth Street; thence along the southerly line of said Parcel and the northerly line of said West Fifteenth Street, S.89°58'05"W., 70.00 feet to the southwesterly corner of said Parcel and the southeasterly corner of Lot 12, Block 211; thence along the westerly line of said Parcel and easterly line of said Block 211, N.0°01'09"W., 300.16 feet to the northwesterly corner of said Parcel, the northeasterly corner of Lot 1, Block 211 and a point in and intersection with the southerly line of said West Fourteenth Street; thence along the northerly line of said Parcel and the southerly line of said West Fourteenth Street, N.89°57'58"E., 70.00 feet to the Point of Beginning and containing 0.482 acres, more or less, as set forth by Exhibit A attached hereto and made a part hereof.

November 28, 2017

MEMO TO: J. Carter Napier, City Manager *JCN*
FROM: Tracey L. Belser, Support Services Director *TLB*
SUBJECT: Authorizing the City of Casper to Implement the Provisions of Sections 414(h)(2) of the Internal Revenue Code, Regarding Employer Pick-Up of Employee Retirement Contributions to the Wyoming Retirement System.

Meeting Type & Date

Regular Council Meeting
December 5, 2017

Action type

Resolution

Recommendation

That Council, by resolution, authorize the City of Casper to Implement the Provisions of Sections 414(h)(2) of the Internal Revenue Code, Regarding Employer Pick-Up of Employee Retirement Contributions to the Wyoming Retirement System.

Summary

On September 18, 2017, Elaine M. Culver, Auditor with Porter, Muirhead, Cornia, and Howard, requested to see the adoption for implementation of the provisions of Section 414(h)(2) of the Internal Revenue Code (IRS). This has to do with the benefit for Department Heads where the employer contributes both the employer and the employee portion of the employee retirement contributions to the Wyoming Retirement System (WRS). It was determined, after searching City Records, that there is no formal adoption on record which should have occurred in 2009.

Financial Considerations

None

Oversight/Project Responsibility

Tracey Belser, Support Services Director
Thomas Pitlick, Financial Services Director

Attachments

Resolution

RESOLUTION NO. 17-223

A RESOLUTION TO DOCUMENT THE CITY OF CASPER'S IMPLEMENTATION OF THE PROVISIONS OF SECTIONS 414(h)(2) OF THE INTERNAL REVENUE CODE, REGARDING EMPLOYER PICK-UP OF EMPLOYEE RETIREMENT CONTRIBUTIONS OF EMPLOYEE RETIREMENT CONTRIBUTIONS TO THE WYOMING RETIREMENT SYSTEM.

WHEREAS, the City of Casper has the authority to implement the provisions of section 414(h)(2) of the Internal Revenue Code (IRC); and

WHEREAS, the City of Casper desires to adopt this resolution in order to comply with having additional documentation confirming its prior formal actions to pick up contributions under all the Plans in which the City of Casper participates; and

WHEREAS, the City of Casper has determined that even though the implementation of the provisions of section 414(h)(2) IRC is not required by law, the tax benefit offered by section 414(h)(2) IRC should be provided to its employees who are members of the Wyoming Retirement System:

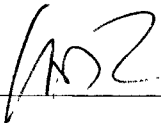
NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest,

- I. That the City of Casper is formally implementing the provisions of section 414(h)(2) Internal Revenue Code by making employee contributions pursuant to W.S. § 9-3-412(b) on behalf of its employees who are members of the Wyoming Retirement System. "Employee contributions" shall mean those contributions to the Wyoming Retirement System which are deducted from the salary of employees and are credited to individual employee's accounts.
- II. That the contributions made by the City of Casper to the Wyoming Retirement System, although designated as employee contributions, are being paid to the Wyoming Retirement System by the City of Casper in lieu of contributions by the employees who are members of the Wyoming Retirement System.
- III. That employees shall not have the option of choosing to receive the contributed amounts directly instead of having them paid by the City of Casper to the Wyoming Retirement System.

- IV. That the City of Casper shall pay to the Wyoming Retirement System the contributions designated as employee contributions from the same source of funds as used in paying salary.
- V. That the amount of the contributions designated as employee contributions and picked-up by the City of Casper to the Wyoming Retirement System on behalf of an employee shall be the entire contribution required of the employee by the Wyoming Retirement Act. *The City of Casper pays the employee portion of the contributions for the Department Heads, City Manager, and City Attorney. These employees are contracted employees and their contract stipulates that their contributions will be paid by the City of Casper.*
- VI. That the contributions designated as employee contributions made by the City of Casper to the Wyoming Retirement System shall be treated for all purposes, other than taxation, in the same way that member contributions are treated by the Wyoming Retirement System.
- VII. This resolution is effective on the same date that the City of Casper first provided for employee contributions, and shall apply prospectively to all future employee contributions.

PASSED, APPROVED, AND ADOPTED on this _____ day of _____, 2017.

APPROVED AS TO FORM:



ATTEST:

Fleur D. Tremel
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Kenyne Humphrey
Mayor

October 30, 2017

MEMO TO: J. Carter Napier, City Manager *JCN*

FROM: Andrew B. Beamer, P.E., Public Services Director *AB*
Terry Cottenoir, Engineering Technician

SUBJECT: Authorizing Change Order No. 1 with Hedquist Construction, Inc. for a winter shutdown, for the Robertson Road South Pathway.

Meeting Type & Date:

Regular Council Meeting
December 5, 2017

Action Type:

Resolution

Recommendation:

That Council, by resolution, authorize Change Order No. 1 with Hedquist Construction, Inc. (Hedquist) for a winter shutdown, for the Robertson Road South Pathway, Project No. 15-41.

Summary:

The Robertson Road South Pathway project includes constructing a new pathway extension along the west side of Robertson Road from the bridge over the North Platte River to the Green Valley Mobile Home Subdivision. This project will provide a safe route for students and families attending Oregon Trail Elementary School and the residents of several subdivisions along Robertson Road, as well as enhance the trail network in the City of Casper. Change Order No. 1 includes a request to suspend construction activities during the winter.

Construction of the pathway was scheduled to be completed by October 20, 2017. After October 20, 2017, Liquidated Damages (LD's) will be assessed until the Contractor completes the construction of the pathway. The Contractor has requested that a winter shutdown period shall begin on November 3, 2017, and LD's will temporarily stop. On April 1, 2018, the winter shutdown period shall end, construction shall commence, and the continuation of LD's will begin to accrue, in addition to the LD's accrued before the winter shutdown period, until the project is substantially complete.

WWC Engineering (WWC) is under contract for design and construction administration of the Robertson Road South Pathway. WWC and City of Casper staff have reviewed Change Order No. 1 and recommend the winter shutdown.

Hedquist Construction, Inc.
Robertson Road South Pathway, Project No. 15-41
Change Order No. 1

Financial Considerations:

None.

Oversight/Project Responsibility:

Terry Cottenoir, Engineering Technician, Public Services

Attachments:

Resolution

Change Order No. 1

Hedquist Construction, Inc.
Robertson Road South Pathway, Project No. 15-41
Change Order No. 1

CHANGE ORDER

NO. One (1)

PROJECT: Robertson Road South Pathway
Project No. 15-41

DATE OF ISSUANCE: October 30, 2017

OWNER: City of Casper, Wyoming

CONTRACTOR: Hedquist Construction, Inc.

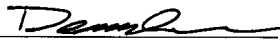
You are directed to make the following changes in the Contract Documents:

Description: The project consists of constructing a new pathway extension along the west side of Robertson Road from the bridge over the North Platte River to the Green Valley Mobile Home Subdivision. Construction of the pathway was scheduled to be completed by October 20, 2017. After October 20, 2017, Liquidated Damages (LD's) will be assessed until the Contractor completes the construction of the pathway. The Contractor has requested that a winter shutdown period shall begin on November 3, 2017, and LD's will temporarily stop. On April 1, 2018, the winter shutdown period shall end, construction shall commence, and the continuation of LD's will begin to accrue, in addition to the LD's accrued before the winter shutdown period, until the project is substantially complete.

Attachments: Contractor's Winter Shutdown request dated October 30, 2017; Consultant's Winter Shutdown Recommendation dated October 30, 2017.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price: \$ <u>289,715.00</u>	Original Contract Time: (days or date) <u>Substantial completion: October 20, 2017</u> <u>Final completion: October 27, 2017</u>
Previous Change Orders No. <u>-</u> to <u>-</u> \$ <u>0.00</u>	Net change from previous Change Orders (days): <u>--0--</u>
Contract Price prior to this Change Order: \$ <u>289,715.00</u>	Contract Time Prior to this Change Order: (date) <u>Substantial completion: October 20, 2017</u> <u>Final completion: October 27, 2017</u>
Net Increase/Decrease of this Change Order: \$ <u>0.00</u>	Net Increase/Decrease of this Change Order: (days) <u>-- 0 --</u>
Contract Price with all approved Change Orders: \$ <u>289,715.00</u>	Contract Time with all approved Change Orders:(date) <u>Substantial completion: October 20, 2017</u> <u>Final completion: October 27, 2017</u>

ACCEPTED:
BY: 
DATE: 10/31/17
Contractor

RECOMMENDED:
BY: 
DATE: 10/31/17
Engineer

APPROVED:
BY: _____
DATE: _____
Owner

October 30, 2017

Mr. Terry Cottenoir.
Engineering Technician
City of Casper
200 N. David Street
Casper, WY 82601

**Re: Robertson Road South Pathway
Project 15-41
Change Order No. 1**

Dear Terry,

WWC is providing Construction Administration services for the above referenced project. The attached Change Order No. 1 includes granting a winter shutdown. WWC has been onsite and witnessed work completed on project since construction began. Project was scheduled to be completed by October 20, 2017. Due to the amount of work remaining to complete the project and the onset of winter and inclement weather, we recommend a winter shut down be granted and liquidated damages temporarily be stopped until weather allows construction activities to resume in the spring. We anticipate weather allowing for commencement of construction activities by April, therefore we recommend liquidated damages resume on April 1, 2018. There may be the need to account for additional weather delays after April 1st. There is not a lot of work that will be required to get the project in a state suitable for winter shutdown, so we recommend winter shut down beginning November 3, 2017. Liquidated Damages will be enforced for working days after the substantial completion date and prior to the winter shutdown, as well as after the winter shutdown and prior to project completion.

Sincerely,



Darrin Tromble, P.E.
Project Manager



1372 Derrick Drive

October 30, 2017

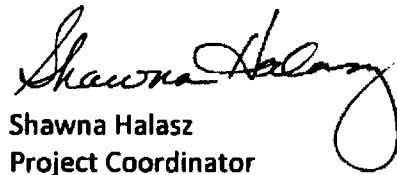
Darrin Tromble
WWC Engineering
5810 East 2nd St. Suite 200
Casper, WY 82609

Re: Robertson Road South Pathway
Project 15-41

Dear Darrin:

Hedquist Construction requests this project be shut down for the winter by the end of this week. We will base as needed for protection and clean up the site.

Sincerely,
Hedquist Construction, Inc.

A handwritten signature in black ink, appearing to read 'Shawna Halasz', with a large, looping flourish at the end.

Shawna Halasz
Project Coordinator

* PO Box 1870 * Mills WY 82644 * www.hedquistconstruction.com * 307-237-8543 * fax: 307-266-4337

Equal Opportunity Employer

RESOLUTION NO. 17-224

A RESOLUTION AUTHORIZING CHANGE ORDER NO. 1 WITH HEDQUIST CONSTRUCTION, INC., FOR A WINTER SHUTDOWN AS PART OF THE ROBERTSON ROAD SOUTH PATHWAY PROJECT.

WHEREAS, Hedquist Construction, Inc., is currently under contract with the City of Casper for the Robertson Road South Pathway, Project No. 15-41; and,


WHEREAS, the City of Casper desires to suspend construction activities of the project and temporarily suspend the accrual of Liquidated Damages for the winter; and,

WHEREAS, On April 1, 2018, the winter shutdown period shall end, construction shall commence, and the continuation of Liquidated Damages will begin to accrue, in addition to the Liquidated Damages accrued before the winter shutdown period, until the project is substantially complete.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the City Manager is hereby authorized and directed to execute Change Order No. 1 to the Agreement with Hedquist Construction, Inc., for a winter shutdown.

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2017.

APPROVED AS TO FORM:



ATTEST:

Fleur D. Tremel
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Kenyne Humphrey
Mayor

Hedquist Construction, Inc.
Robertson Road South Pathway, Project No. 15-41
Change Order No. 1

November 6, 2017

MEMO TO: J. Carter Napier, City Manager *JCN*
FROM: Andrew Beamer, Public Services Director *AB*
Dan Coryell, Parks Manager
SUBJECT: Authorizing a Lease Agreement with Ray and Faye Nash LLC, for
Management and Operation of the Casper Speedway

Meeting Type & Date

Regular Council meeting
December 5, 2017

Action Type

Resolution

Recommendation

That Council, by resolution, authorize a Lease Agreement with Ray and Faye Nash LLC, for the Management and Operation of the Casper Speedway.

Summary

In September of 2017, the City of Casper Parks Division advertised that it was seeking proposals from individuals or groups to lease and operate the sixty (60) acre automobile racing facility located at 2117 East Road in North Platte River Park. A total of four (4) proposals were submitted for review.

After interviewing the four (4) groups that submitted proposals, Ray and Faye Nash LLC, was selected as the group to operate the speedway. Both Ray and Faye raced in the dirt track circuit for six (6) years, from 2007 through 2012. They raced on tracks in Casper, Gillette, Heron, South Dakota, and Glenrock. In 2012, Ray and Faye ended their racing career and started managing Valentine Speedway in Glenrock, Wyoming, and have continued to do so through the 2017 season.

The term of the Lease will be for one (1) year ending on October 31, 2018 with the option of two (2) additional one (1) year terms under the same conditions. This length of term is consistent with other leases the City has with other user groups.

Lease fees shall be \$500 payable annually to the City for rent, and Ray and Faye Nash LLC shall be responsible for all utilities and services provided, including but not limited to electricity, water, and the servicing of restrooms.

Financial Considerations

A fee of \$500 will be assessed annually for the lease.

Oversight/Project Responsibility
Dan Coryell, Parks Manager

Attachments
Resolution
Lease Agreement

LEASE AGREEMENT

THIS LEASE, entered into this ____ day of _____, 2017, between the City of Casper, Wyoming, a Wyoming municipal corporation, referred to hereinafter as “Lessor,” and Ray and Faye Nash, LLC, referred to as “Lessee”.

IN CONSIDERATION of the lease, covenants, and conditions herein contained, the Lessor and Lessee hereby covenant, promise, and agree as follows:

1. LEASED PREMISES:

Lessor hereby agrees to lease and Lessee hereby leases from Lessor certain property known as the Casper Speedway, located in North Platte Park, Casper, Wyoming, more specifically described with the attached metes and bounds legal description (Attachment A) and map of the premises (Attachment B) together with the following improvements and fixed assets:

- Bleachers
- Bathrooms
- Announcer’s Booth
- Walls and Fence
- Lighting Equipment
- Merchandise Hut
- Upper Gate Building
- Parking Areas
- Pit Building
- Pit Drive-In Window Building
- Scale Shack
- Concession Areas
- Restroom Facilities

The “leased premises” are leased to Lessee “AS IS WITH ALL FAULT”, WITHOUT WARRANTY, EXPRESSED OR IMPLIED. LESSEE AGREES AND UNDERSTANDS THAT LESSOR MAKES NO WARRANTY THAT THE PROPERTY BEING LEASED HEREBY IS FIT FOR ANY PARTICULAR PURPOSE, AND THE LESSOR DISCLAIMS ANY SUCH WARRANTY.

2. LEASE TERM:

The term of this Lease shall be for a period commencing from the date of execution to and including the 31st day of October, 2018. Lessee shall have the option to extend and renew the lease for two (2) additional one (1) year terms under the same terms and conditions as herein set forth, by giving the Lessor sixty (60) days written notice of his intent to exercise each option prior to the end of the lease term or any extension thereof. The request for lease renewal shall be accompanied by the Lessee’s annual report (see Section 20 of this contract).

renewal shall be accompanied by the Lessee's annual report (see Section 20 of this contract). The Lease shall not be renewed until such time that all requested documentation has been submitted. Lessor shall have the right, within thirty (30) days after receiving the notice from Lessee, to give Lessee written notice that the Lessor rejects such extension and in such event, this Lease shall terminate at the end of the lease term, or any extension thereof, in which such notice was given.

3. LEASE FEES:

Lessee shall pay to the Lessor as rent for the leased premises, the sum of Five Hundred Dollars (\$500.00), payable annually in advance to Lessor at its offices located at the City of Casper 200 North David Street, Casper Wyoming. Rent shall be paid within thirty (30) calendar days upon receipt of invoice from the City of Casper.

In the event Lessee shall fail to make any payment called for within fifteen (15) days after the same shall fall due, then Lessor may terminate this Lease by giving Lessee written notice of such termination; or, in the event the Lessee fails to perform any other obligations called for herein on his part to be performed, and upon notice duly given of such deficiency by Lessor, and upon Lessee's failure to cure such deficiency within fifteen (15) days after such notice, then Lessor may, by written notice to Lessee, terminate this Lease Agreement, effective upon proper delivery or mailing of said written termination notice by Lessor.

Upon such termination, Lessor shall be entitled to possession of the leased premises and all permanent improvements therein made by Lessee without any further notice or demand, and Lessee shall peacefully surrender the leased premises and all other permanent improvements therein made by Lessee. If Lessee shall refuse to surrender and deliver upon the possession of the premises, then Lessor without further notice or demand, may re-enter the premises and repossess by force, summary proceedings, ejectment, or otherwise using such help, assistance, and force, in doing so that may be equal and proper without being liable for prosecution of damages therefor, and without prejudice to any remedy allowed by law or equity.

4. LAWS AND REGULATIONS:

Lessee shall be solely responsible for compliance with all laws, orders, and regulations of federal, state, and municipal authorities and with any direction of any public officer, pursuant to law, which shall impose any duty upon Lessee with respect to the real property and fixed assets. Lessee shall obtain all licenses or permits which may be required for the conduct of its business within the terms of this lease, or for making of repairs, additions, alterations, or improvements.

5. INDEMNIFICATION AND INSURANCE:

Lessee agrees to indemnify and hold City harmless from any and all claims arising out of Lessee's use and/or occupancy of the leased property and/or other City facilities described in this Lease Agreement. To ensure its ability to indemnify the City as agreed, Lessee will obtain, at its own cost and expense, public liability insurance coverage in amounts not less than the City's maximum liability under the Wyoming Governmental Claims Act, W.S. 1-39-101 *et seq.*, currently two hundred fifty thousand dollars (\$250,000) to any claimant for any number of claims arising out of a single transaction or occurrence, and five hundred thousand dollars (\$500,000) for all claims of all claimants arising out of a single transaction or occurrence. Lessee shall also provide property damage insurance in the same of not less than two hundred fifty thousand dollars (\$250,000) per occurrence. Such insurance shall provide that it will not be canceled or limits reduced without at least thirty (30) days prior written notification to the City, that the City and its employees, officers, officials and volunteers are be named as an additional insured thereunder, and that it is primary insurance without any right of contribution from any other resource or insurance of the City. Lessee shall provide a certificate of insurance from their insurance agent evidencing such insurance as described above immediately after execution of this agreement. The City's failure to request or review such policies, endorsements, and certificates shall not affect the City's rights or the Lessee's obligation hereunder.

Lessee also agrees to provide Workers' Compensation coverage at statutory limits for their employees.

It is entirely the obligation of the Lessee to provide insurance for its personal property and for that of its players, employees and agents. The City assumes no responsibility for such property.

The parties hereto agree and understand that the insurance coverage as provided and set forth above is a material provision of this lease. Lessor shall have the unequivocal right to terminate and cancel this Lease if the insurance provided for herein is not procured by Lessee, or is otherwise terminated or cancelled by the insurer thereof.

6. ANNUAL OPERATIONS PLAN/RULES:

The Lessee, within sixty (60) days of the execution of this Lease, shall submit an operations plan to the City Manager or his designee. The plan shall specify days and hours of operation for those days. The plan will pertain to the term of this Lease and shall commence thirty (30) days after its submission. In the event the City Manager or his designee does not disapprove of the plan within thirty (30) days from the date of its submission, it shall be considered approved. In the event that this Lease is extended, the Lessee shall submit an additional annual Operations Plans for each year of extension. Such additional operations plans will be submitted within sixty (60) days of any agreement to extend the Lease.

It is recognized that the Lessee may, during the lease term, conduct fund raising activities, including raffles, sale and lease of advertising upon the property or otherwise, the sale of personal property such as t-shirts, other clothing, and the like. All of the revenues generated from such activities are the sole and exclusive property of the Lessee. Lessee may not sell food and beverage items unless authorized by the Lessor in a separate permit or a separate lease agreement.

7. EMPLOYEES OF LESSEE:

Lessee shall not permit its employees, organizational members, or participants to violate any of the terms and conditions of this Lease, nor to violate any law, rule, or regulation of the Lessor with respect to the leased premises.

8. MAINTENANCE, ADVERTISING, AND UTILITIES:

Lessee has the obligation to maintain the leased premises in good order and repair during the term of this Lease. The Lessee shall be responsible for all repairs and maintenance to the leased premises and its temporary and permanent improvements, with the exception that the Lessor may, in the sole discretion of City Manager or his or her designee, make repairs to the permanent facility or improvements thereof that will otherwise be owned by the City at the termination of the Lease, or any extension or renewal thereof.

It is the intent of the Lessor to insure that the facility is maintained so as to present as visually pleasing appearance as possible. Lessee shall be responsible for the removal and proper disposal of all litter and debris resulting from the conduct of the operation. The schedule of maintenance and cleaning of the Casper Speedway will include, at a minimum:

Preseason:

- Fencing repairs
- Grading and leveling of all parking areas and Pit area
- All buildings to be cleaned, repaired, and painted if necessary
- Removal of litter, concrete, posts, tires, glass, and loose debris
- Storage area east of the Casper Speedway is to be sorted and unwanted items properly disposed of.
- All lights in buildings and on the track are to be checked and put in proper working order.

Weekly Maintenance during the Season:

- Removal of debris that has gathered, to include litter, tires, metal, vegetation, oil, paint, and concrete.
- Concession stands to be kept in neat and orderly fashion as well as up to all health code standards. Appropriate health inspection certificate shall be on display.
- Restrooms cleaned after event.

- Fencing inspected and repaired.
- All buildings cleaned, interior and exterior, including, but not limited to: windows, floors, furnishings, fixtures, and stairs.
- Repairing any holes or washouts in parking areas for spectator safety.
- Trash receptacles to be empties, including all trash cans and dumpsters.

Post Season Schedule:

- All buildings to be appropriately winterized. Gates shall be locked. Buildings shall be locked and sealed from the elements. Plumbing systems shall be drained or appropriately protected from freezing.
- West concession stands septic tank to be emptied and/or professionally winterized.
- Items to be removed from storage areas, with minimal items left for winter storage.
- All food including condiments, dried foods, beverages, canned items, and frozen foods will be removed from the facility.

The Lessee shall make arrangements with the Lessor to perform two (2) formal walkthrough inspections of the facility, one each to occur in the spring and the fall. The spring and fall walk through inspections will each have at least one representative of the Lessee and one representative of the Lessor in attendance. The representatives will review the physical conditions and cleanliness of the Casper Speedway facility, including its grounds, buildings, fences and parking areas. The spring walk through will be conducted at least thirty (30) days before the first scheduled racing event is to take place, and the fall walk through will occur during the month of October. A walk through report detailing any problems will be produced by the Lessor and delivered to the Lessee. The Lessee and the Lessor will develop a mutually agreed upon schedule for addressing any identified problems.

Materials that are used periodically, on a temporary basis, for the conduct of the operation shall be neatly arranged and generally removed from the sight of the casual observer.

The Lessee shall be liable to the Lessor for damages caused to the leased premises and to permanent facilities and fixtures as a result of Lessee's operations or Lessee's failure to reasonably maintain the leased premises in its condition as it exists as of the date of the execution of this lease.

Lessee shall, at its own cost and expense, provide all utilities and services provided upon the leased premises, including but not limited to electricity, water and the servicing of restrooms, and shall pay for all charges as and when due.

9. RIGHT TO ENTRY:

The Lessor reserves the right of ingress and egress to and from all areas of the leased property for the purpose of maintenance, public safety, and inspection purposes. All installed door locks on the premises will remain consistent with the City's master lock system.

10. ADDITIONAL FACILITIES OR FIXTURES:

Lessee, at its sole cost, risk, and expense, and subject to the conditions set forth herein, may construct both temporary and permanent facilities and fixtures for its benefit and the benefit of participants and spectators. Such facilities or fixtures shall meet all applicable local, state, or federal requirements, and such other requirements as may be prescribed by the Lessor.

The plans and specifications for any proposed temporary or permanent facility, or fixture, shall be submitted for approval of the Lessor. At the time of submission, the Lessee shall designate whether the facility or fixture is permanent or temporary, and in the case of the latter, for what period of time it will remain in use. The City Manager or his designee shall, in addition, have authority to approve or disapprove of all such facilities or fixtures placed upon the leased premises. Only those facilities or fixtures which are temporary in nature and have been constructed or funded by the Lessee may be removed by the Lessee at the end of the lease period. Any permanent facility or fixtures shall be considered the property of the Lessor.

The Lessee is responsible for minor repairs or improvements of the leased premises valued at less than Five Hundred Dollars (\$500) per occurrence, and shall be responsible for damages to the leased premises caused by the negligence of the Lessee. The Lessor will make repairs or improvements valued at Five Hundred Dollars (\$500) or more per occurrence at the discretion of the City Manager or his designee, and with respect to manpower and financial constraints.

Lessee may, at the termination of this lease, remove all equipment, facilities or fixtures that are of a temporary nature. Any permanent facility or fixtures shall be considered the property of the Lessor.

The Lessor reserves the right to make such improvements to the property as it may desire, upon reasonable notice to Lessee, provided the improvements do not substantially conflict with the use of the premises described herein.

11. CANCELLATION:

The Lessor has the right to cancel this Lease by giving not less than thirty (30) days written notice to the Lessee of such cancellation.

12. USE:

The Lessee shall use the premises for motor sports competition and related activities. Such use shall be administered in a careful and proper manner and shall comply with and conform to all national, state, and municipal laws, and all regulations relating to the possession, use, or maintenance of the property and related activities. The City Manager or his designee may grant exceptions to the intended use.

13. SECURITY:

The Lessee will provide security personnel on site during events. Security personnel will be at least 18 years of age. Security personnel will have training or experience in techniques and methods for appropriately handling security issues, including, but not limited to, disruptive customers, threatening behavior, intoxicated individuals, and allegations of criminal activity. The Lessee will keep a record of each security person's training and/or experience, and copies of these records will be sent to the Lessor upon request of the Lessor.

14. ENVIRONMENTAL COMPLIANCE:

Lessee shall conduct its operations on the property in compliance with, and shall not permit the property to be in violation of any applicable local, state, or federal environmental laws. Lessee shall obtain and maintain in effect all permits required by any environmental laws for the property, and its uses, and shall furnish to Lessor copies of the permits upon request.

Lessee shall comply with all reporting requirements of 42 U.S.C. 1101 *et seq.* (Community Right to Know Act). Lessee shall not handle, store, dispose of, or allow the handling, storage, or disposal of any hazardous waste as defined in 42 U.S.C. 6903(5), or hazardous substance as defined in 42 U.S.C. 9601(14), on the property except as permitted by law, and shall not discharge any waste onto lands or any surface water or ground water at or near the property except as permitted by law. Lessee shall manage all hazardous substances and chemicals in accordance with all applicable laws and regulations, including all occupational safety regulations and orders. Lessee shall not bring onto the property any substance known to cause human injury, including, without limitation, cancer or reproductive toxicity, except those which are necessary for the prudent and necessary management of Lessee's lawful operations on the property. Lessee shall comply with all laws, regulations, and standards applicable to those substances.

Lessee shall immediately advise Lessor, in writing, of any of: 1) any and all governmental agencies' regulatory proceedings, or enforcement actions instituted or threatened, which require or could require investigation, mitigation, clean-up, alteration, or abatement of any conditions on the property; 2) all claims made or threatened by any party against Lessee or the property, relating to damage, contribution, cost recovery, compensation, loss, or injury resulting from any pollutant, or hazardous substance; and, 3) Lessee's discovery of any occurrence or condition on the property or any real property adjoining or in the vicinity of the property which might subject Lessee, Lessor, or the property to any restrictions on ownership, occupancy, transferability, or use of the property under any local, state, or federal environmental law.

Lessee shall make and conduct regular investigations of the property to determine the presence thereon of any hazardous substance which may have been deposited on the property by any party, including third parties, and shall report any condition which indicates the presence of such substances immediately to Lessor and to the proper authorities. Lessee shall

advise Lessor, upon request, of all such investigations which had been made, the dates of such investigations, and the method of investigation. Lessee shall make these investigations not less than on a monthly basis. Lessee, in addition, shall take all reasonable precautions to prevent the dumping, discharge, or threatened discharge of any hazardous substance on the property by any third persons, and shall advise the Lessor in writing, upon request, of all such precautions which have been taken.

Lessor shall have the right to join and participate in, as a party, if it so elects, any settlements, remedial actions, legal proceedings, or actions initiated in connection with any claims brought under the environmental laws. Lessee shall be solely responsible for and shall indemnify and hold harmless Lessor, its elected officials, appointed officials, employees, agents, volunteers, successors, or assigns from any and all loss, damage, cost, expense, or liability directly or indirectly arising out of, or attributable to, the use, generation, manufacture, treatment, handling, refining, production, processing, storage, release, threatened release, discharge, disposal, or presence of hazardous substances on, under, or about the property, including without limitations:

- A. All foreseeable and unforeseeable consequential damages;
- B. The costs of any required or necessary repair, clean-up, or detoxification of the property, and the preparation and implementation of any closure, remedial, or other required plans; and,
- C. All reasonable costs and expenses incurred by Lessor in connection with clauses (A) and (B) including, without limitation, reasonable attorney's fees.

15. RULES AND REGULATIONS:

Lessee agrees to abide by, and conform to, any and all applicable ordinances, codes, rules, and regulations of the Lessor.

Lessee shall enforce safety rules as set forth by Lessor and referenced in section 13 of this Lease.

16. NOTICES:

All written notices or demands, which either party may require or desire to be served upon the other, shall be served upon the party in person, or in the alternative, by certified mail, return receipt requested, deposited in the United States Mail, postage prepaid, addressed to the parties at the following address or such subsequent address as may be designated by either party in writing:

Lessor: City Manager
City of Casper
200 North David
Casper, Wyoming 82601

Lessee: Ray and Faye Nash LLC
P.O. Box 494
Evansville, Wy. 82636

17. TAXES AND ASSESSMENTS:

Lessee agrees to pay to the Natrona County Treasurer, on behalf of the Lessor, any and all taxes and assessments which may be assessed against the property, upon reasonable notice by the Lessor, as to the amount due and owing.

18. LESSEE'S RIGHT OF INSPECTION:

Lessee has fully inspected and acknowledges that the property is in good condition and repair and that the Lessee is satisfied with and has accepted the property.

19. OPERATIONS:

Lessee shall have the right to solicit offerings and contributions from spectators and charge admission for Lessee-sponsored events. The details of its plan for same shall be submitted by the Lessee as part of the Operations Plan and at such other times as may be convenient for the parties. Lessee shall keep and maintain proper records reflecting all revenues and expenditures, and shall make an annual financial report to the Lessor within thirty (30) days of the close of the lease term as part of the Operations Plan.

20. MISCELLANEOUS CONDITIONS:

- A. Lessor further stipulates that Lessee, upon complying with the terms and conditions of this Lease, shall have and hold and peacefully and quietly enjoy the leased premises during the term hereof.
- B. Lessee agrees that it shall not discriminate against or toward any individual or group, and no membership in any organization is necessary to enable the general public or private or professional groups to use the property for its intended purpose upon the payment of such fees as are prescribed by Lessee, and provided they comply with Lessee's established rules and regulations, all of which shall be specified in the Lessee's Operations Plan.

- C. No assignment of this Lease or any interest therein and no sublease for any purpose shall be made or granted by Lessee without the prior written consent of the Lessor. Any assignment or sublease in violation of this paragraph is void.
- D. Lessee agrees to promptly pay, as they become due, all claims, debts, and charges which it may incur as a result of its use of the demised premises, and shall allow no liens to be placed against the demised property.

21. MISCELLANEOUS COVENANTS:

- A. Successors and Assigns. The terms and conditions of this Agreement shall be binding upon the parties hereto, and shall inure to the benefit of all parties hereto and their respective heirs, assigns, successors, grantees, and transferees. The Lessee shall not assign this Agreement or otherwise subcontract its duties and responsibilities, as set forth in this Agreement, without the prior written consent of the City.
- B. Waiver. Failure on the part of either party to enforce any provision of this Agreement, or the waiver thereof, in any instance, shall not be construed as a general waive of relinquishment on its part of any such provision, but the same shall nevertheless be and remain in full force and effect.
- C. Severability. If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid, illegal or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were part of this Agreement.
- D. Headings. The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation thereof.
- E. Survival. All representations, indemnifications, warranties and guarantees made in, required by, or given in accordance with this Agreement, as well as all continuing obligations indicated in this Agreement, will survive final payment completion and acceptance of the services and termination of completion of the Agreement.
- F. Copies. This Agreement may be executed in more than one copy; each copy of which shall serve as an original for all purposes, but all copies shall constitute but one and the same Agreement.
- G. Authority. Each individual executing this Agreement for and on behalf of their principals hereby states that they have the requisite power and authority to enter into this Agreement and to consummate the transactions contemplated and intended hereby. Lessee further states that it is authorized to transact business in the State of Wyoming, properly registered and not delinquent with the Secretary of State.

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

22. WYOMING GOVERNMENTAL CLAIMS ACT:

The Lessor 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 Lessor specifically reserves the right to assert any and all immunities, rights, and defenses it may have pursuant to the Wyoming Governmental Claims Act.

23. COMPLETE AGREEMENT:

This Agreement shall constitute the entire understanding and Agreement of the parties, and supersedes prior negotiations, discussions or understandings.

24. AMENDMENT:

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

APPROVED AS TO FORM:



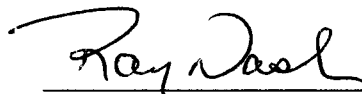
ATTEST:

Fleur D. Tremel
City Clerk

LESSOR:
CITY OF CASPER, WYOMING
A Municipal Corporation

Kenyne Humphrey
Mayor

LESSEE:



WITNESS

Attachment A

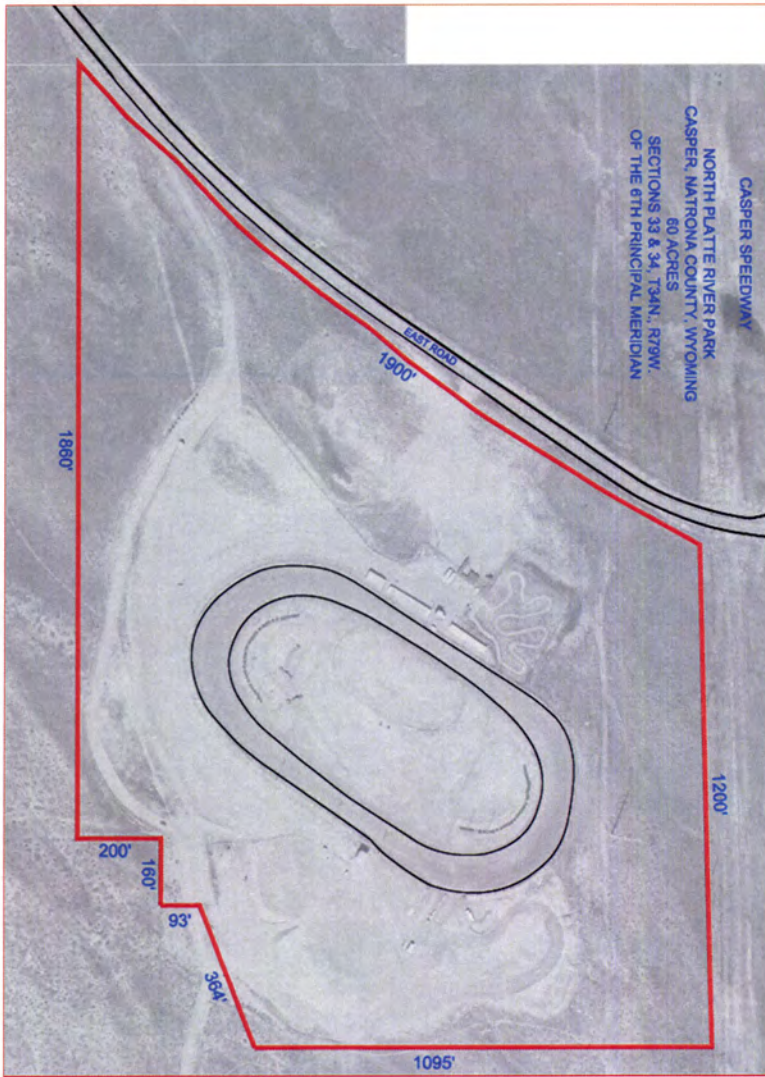
Legal Description

The property covered by this lease is located within Sections 33 and 34, Township 34 N., Range 79 W., and is more specifically described as:

Commencing at the northwest corner of Section 34, Township 34 N., Range 79 W., being the Point of Beginning; thence east a distance of 500.00 feet to the northeasterly corner of the property; thence south a distance of 1,095.00 feet, more or less, to the southeasterly corner of the property; thence west and south a distance of 364.00 feet, more or less, to a point representing the north end of the entrance gate; thence south a distance of 93.00 feet, more or less, to the southerly boundary of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 34, Township 34 N., Range 79 W.; thence west 160.00 feet, more or less, to a point along the section line common to Section 33 and Section 34, Township 34 N., Range 79 W.; thence south a distance of 200.00 feet to a point; thence west a distance of 1,860.00 feet, more or less, to the east right-of-way fence of East Road, being the southwesterly corner of the property; thence north and east along said east right-of-way fence a distance of 1,900.00 feet, more or less, to the northerly boundary of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 33, Township 34 N., Range 79 W., being the northwesterly corner of the property; thence east a distance of 700.00, more or less, to the Point of Beginning and containing 55.75 acres, more or less.

Attachment B

Map and Aerial view of the Casper Speedway



RESOLUTION NO.17-225

A RESOLUTION AUTHORIZING A LEASE AGREEMENT WITH RAY AND FAYE NASH, LLC, FOR THE OPERATION OF THE CASPER SPEEDWAY.

WHEREAS, the City of Casper is the owner of the Casper Speedway in North Platte Park, and all the facilities and fixtures thereto; and,

WHEREAS, Ray and Faye Nash, LLC, has expressed an interest in operating the Speedway; and,

WHEREAS, Ray and Faye Nash, LLC, is ready, willing and able to operate the Speedway; and,

WHEREAS, the City of Casper desires to contract with Ray and Faye Nash, LLC, to operate the Casper Speedway.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest a lease agreement with Ray and Faye Nash, LLC, for the operation of the Casper Speedway.

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2017.

APPROVED AS TO FORM:




ATTEST:


Fleur D. Tremel
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Kenye Humphrey
Mayor

November 6, 2017

MEMO TO: J. Carter Napier, City Manager 

FROM: Andrew Beamer, P.E., Public Services Director 
Bruce Martin, Public Utilities Manager
Ethan Yonker, P.E., Associate Engineer

SUBJECT: Authorizing an Agreement with HDR Engineering, Inc., in the amount of \$82,565.00, for the Waste Water Treatment Plant (WWTP) Digester Boiler Installation, Project No. 17-068

Meeting Type & Date

Regular Council Meeting
December 5, 2017

Action Type

Resolution

Recommendation

That Council, by resolution, authorize an Agreement with HDR Engineering, Inc., for the WWTP Digester Boiler Installation, Project No. 17-068, in the amount of \$82,565.00.

Summary

On Friday, September 29, 2017, two (2) proposals were received from consultants to provide an evaluation of the existing digester system at the WWTP and provide a design for a new boiler installation. Proposals were reviewed and both consultants were interviewed for the project. It was the determination of the selection committee that HDR Engineering was the best qualified consultant for this project. Their fee for this work is \$82,565.00.

Design work is scheduled to be completed by February 2, 2018.

Financial Considerations

Funding for this project will be from 1%#15 funds allocated to the WWTP.

Oversight/Project Responsibility

Ethan Yonker, P.E., Associate Engineer, Public Services

Attachments

Professional Services Contract
Resolution

CONTRACT FOR PROFESSIONAL SERVICES

PART I - AGREEMENT

This Contract for Professional Services (“Contract”) is entered into on this ____ day of _____, 201__, by and between the following parties:

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

2. HDR Engineering, Inc., 601 Metz Drive, Gillette, Wyoming 82717-0457 (“Consultant”).

Throughout this document, the City and the Consultant may be collectively referred to as the “parties.”

RECITALS

A. The City is undertaking a project to install a new boiler for heating two anaerobic digesters at the Waste Water Treatment Plant.

B. The project requires professional services for the evaluation of the existing system and proposal of a boiler which: best compliments the existing system, meets all applicable State Code requirements, utilizes stainless steel heat exchange tubes, can operate on both natural gas and methane fuel sources, must be integrated into the existing PLC, HMI, and SCADA systems, and fits in the space available.

C. The Consultant represents that it is ready, willing, and able to provide the professional services to City as required by this Contract.

D. The City desires to retain the Consultant for such services.

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

1. SCOPE OF SERVICES:

A. The Consultant shall perform the following services in connection with and respecting the project:

1. Program Development and Projected Construction Cost Estimate.

- a) The Consultant shall conduct a series of investigations, data collection and meetings to determine the conceptual needs, followed by the development of a written program. The projected construction costs will be developed for all options identified in the written program.
- b) The Consultant shall meet with the Owner as necessary during the preliminary design. The purposes of the meetings are to discuss the status of the project, budget and to review and approve design concepts on the construction drawings and specifications.
- c) The Consultant shall maintain communication with officials including Fire Marshall, DEQ, etc. through the design process to ensure the project is compliant with applicable codes and regulations.

2. Schematic Design and Design Development.

- a) Based on the approved written program, the Consultant shall prepare a schematic design, incorporating the total building elements of the site, structure, and mechanical/electrical systems. The final version of the schematic design shall include color rendered copies of the floor plans, electrical plans, and mechanical plans.
- b) The Consultant shall develop and provide detailed construction drawings and detail sheets associated with electrical, mechanical, gas, and other drawings as necessary to provide complete construction documents. The Consultant shall ensure that the plans are compliant with all industry standards, request variances as needed, and obtain any permits necessary for construction.
- c) The Consultant shall prepare a set of contract documents in order to publicly advertise and let bids for construction of the Project. Contract documents shall consist of bidding specifications, technical specifications, construction drawings, and all testing requirements.
- d) Consultant shall provide the Owner four (4) copies of the preliminary construction drawings and project manuals for review.
- e) The Consultant shall coordinate all AutoCAD requirements to ensure 100% compatibility with the Owner's CAD system and in accordance of Casper Municode 16.16.020.
- f) The Consultant shall prepare a project cost estimate when construction documents are at approximately fifty percent (50%) complete, and again two (2) weeks prior to public advertisement.

- g) The Consultant shall meet with representatives of the Owner when construction drawings and technical specifications are approximately fifty percent complete and again two weeks prior to public advertisement to review and approve of design concepts.

3. Subconsultants.

- a) The Consultant shall be responsible to procure any necessary sub-consultant to complete the work, including, but not limited to, structural, mechanical, electrical, heating, ventilation, and air conditioning, and civil.
- b) The Owner and Consultant shall mutually approve, in writing, the use of any subconsultants that the Consultant desires to use.
- c) The Consultant shall be responsible for the administration, management, procurement, and payment of services provided by subconsultant(s).

4. Project Manual.

- a) The Consultant shall prepare Technical Specifications covering the required work for the boiler installation.
- b) The Consultant shall prepare a bid schedule to accompany the Owner's Bid Form.
- c) The Consultant shall edit "front-end" documents of project manual supplied by the City Engineering Office. Documents supplied will consist of the EJCDC 1996 edition General Conditions and contract documents; Advertisement for Bids; Instructions to Bidders; Bid Form; Performance and Payment Bond forms; Bid Bond Form; Form of Agreement between Owner and Contractor and, Supplementary Conditions. The Consultant shall review these documents, insert modifications where appropriate, and return them for final review. After final review by the City, the Consultant shall incorporate all comments into the Project Manual.

5. Bidding Services.

- a) The Consultant shall provide the City Engineering Office four (4) sets of Bidding Documents and digital copies at the completion of the design. The Consultant shall affix his/her registration stamp, date, and signature to the Bidding Documents in accordance with Wyoming State Registration Statutes.
- b) The Consultant shall provide a list of qualified bidders and assist with solicitation to bidders.

- c) The Consultant shall conduct a pre-bid meeting, take meeting minutes, submit meeting minutes to the City for review and approval, and distribute as needed.
- d) The Consultant shall prepare addenda to the bid documents, as required.
- e) The Consultant shall assist in the evaluation of bids and award of the contract to the successful bidder.

6. Contract Administration and Observations.

- a) The Consultant shall conduct a pre-construction meeting with the Contractor at the jobsite to review each work item, construction quality control, and phasing of the work. Consultant shall take meeting minutes, submit meeting minutes to the City for review and approval, and distribute as needed.
- b) The Consultant shall review shop drawings and material sample submittals for conformance with the intent of the design documents. Consultant shall distribute all approved shop drawings to the contractor and owner.
- c) The Consultant shall make visits to the job-site at intervals appropriate to the various stages of construction to observe the progress and quality of the contractor's work. Consultant shall create a field observation report for every site visit and submit to owner no less than once a month.
- d) Consultant shall provide for, and retain, a sub-consultant for material testing if specified in the Contract Documents.
- e) The Consultant shall attend progress meetings.
- f) The Consultant shall issue necessary interpretations and clarifications of the contract documents and assist in the resolution of problems or conflicts due to unforeseen latent conditions.
- g) The Consultant shall review contractor pay requests and advise Owner accordingly with a recommendation to pay.
- h) The Consultant shall prepare a punchlist near project completion and conduct a final project review of punchlist items addressed by the contractor.
- i) The Consultant shall maintain a regularly updated set of "as-built" record documents. Consultant shall submit record documents to Owner within thirty (30) days after Substantial Completion as required in the Casper municode 16.16.020 as "Record Drawings – WWTP Digester Boiler Installation." All submittals shall be dated.

2. TIME OF PERFORMANCE:

The Consultant shall prepare and submit a design, approved by city staff, to proper regulating agencies/officials for review and /or permitting within thirteen (13) weeks of approval of the contract.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Consultant shall be compensated for services performed in accordance with paragraph 1, not to exceed a lump sum of Eighty-Two Thousand Five Hundred Sixty-Five and 00/100 Dollars (\$82,565.00). Payments shall be made in accordance with work performed in each task as outlined in Exhibit "A", the price proposal from HDR Engineering, Inc. dated November 6, 2017, which is attached hereto and hereby made part of this Contract.

4. METHOD OF PAYMENT:

Payment will be made following receipt of an itemized invoice utilizing "Exhibit B" (HDR Engineering 2017 Hourly Billing Rates), which is attached hereto and hereby made part of this Contract, from the Consultant for services rendered in conformance with the Contract, and following approval by the Casper City Council. Consultant shall submit an invoice for payment specifying that it has performed the services rendered under this Contract, in conformance with the Contract, and that it is entitled to receive the amount requested under the terms of the Contract.

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

5. TERMS AND CONDITIONS:

This Contract is subject to and incorporates the provisions attached hereto as PART II -- GENERAL TERMS AND CONDITIONS.

6. EXTENT OF CONTRACT:

This Contract represents the entire and integrated Agreement between the City and the Consultant, and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended only by written instrument signed by both the City's and the Consultant's authorized representatives.

The City and the Consultant each individually represent that they have the requisite authority to execute this Contract and perform the services described in this Contract.

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

APPROVED AS TO FORM

Walter Trent

ATTEST

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Kenyne Humphrey
Mayor

WITNESS

CONSULTANT
HDR Engineering, Inc.

By: Elizabeth Coday

Printed Name: Elizabeth Coday

Title: Office Manager

By: J. Mike Coleman

Printed Name: J. Mike Coleman

Title: Sr. Vice President

CONTRACT FOR PROFESSIONAL SERVICES

PART II - GENERAL TERMS AND CONDITIONS

1. TERMINATION OF CONTRACT:

1.1 The City may terminate this Contract anytime by providing thirty (30) days written notice to Consultant of intent to terminate said Contract. In such event, all finished or unfinished documents, data, studies and reports prepared by the Consultant under this Contract shall, at the option of the City, become its property, and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

1.2 Notwithstanding the above, the Consultant shall not be relieved of liability to the City for damages sustained by the City, by virtue of termination of the Contract by Consultant, or any breach of the Contract by the Consultant, and the City may withhold any payments to the Consultant for the purpose of setoff until such time as the exact amount of damages due the City from the Consultant are determined.

2. CHANGES:

The City may, from time to time, request changes in the scope of the services of the Contract. Such changes, including any increase or decrease in the amount of the Consultant's compensation, which are mutually agreed upon between the City and the Consultant, shall be incorporated in written amendments to this Contract. There shall be no increase in the amount of Consultant's compensation unless approved by Resolution adopted by City.

3. ASSIGNABILITY:

The Consultant shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the City: provided, however, that claims for money due or to become due the Consultant from the City under this Contract may be assigned to a bank, trust company, or other financial institution, or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer shall be furnished to the City within five (5) business days of any assignment or transfer.

4. AUDIT:

The City or any of its duly authorized representatives shall have access to any books, documents, papers, and records of the Consultant which are directly pertinent to the Contract for the purpose of making audit, examination, excerpts, and transactions.

5. EQUAL EMPLOYMENT OPPORTUNITY:

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

6. OWNER OF PROJECT MATERIALS:

All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, and reports prepared by the Consultant under this Contract shall be considered the property of the City, and upon completion of the services to be performed, they will be turned over to the City provided that, in any case, the Consultant may, at no additional expense to the City, make and retain such additional copies thereof as Consultant desires for its own use; and provided further, that in no event may any of the documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, or other reports retained by the Consultant be released to any person, agency, corporation, or organization without the written consent of the City.

7. FINDINGS CONFIDENTIAL:

All reports, information, data, etc., given to or prepared, or assembled by the Consultant under this Contract are confidential and shall not be made available to any individual or organization by the Consultant without the prior written consent of the City.

8. GOVERNING LAW:

This Contract shall be governed by the laws of the State of Wyoming. The Consultant shall also comply with all applicable laws, ordinances, and codes of the local, state, or federal governments and shall not trespass on any public or private property in performing any of the work embraced by this Contract.

9. PERSONNEL:

The Consultant represents that it has, or will secure, all personnel required in performing the services under this Contract. Such personnel shall not be employees of the City. All of the services required shall be performed by the Consultant, or under its supervision, and all personnel engaged in the work shall be fully qualified. All personnel employed by Consultant shall be employed in conformity with applicable local, state or federal laws.

10. SUBCONSULTANT:

The Consultant shall not employ any subconsultant to perform any services in the scope of this project, unless the subconsultant is approved in writing by the City. Any approved subconsultant shall be paid by the Consultant.

11. INSURANCE AND INDEMNIFICATION:

A. **Prior to the commencement of work**, Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its subconsultants, agents, representatives, or employees.

B. *Minimum Scope and limit of Insurance.*

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than the sum of Two Hundred Fifty Thousand Dollars (\$250,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Five Hundred Thousand Dollars (\$500,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location. The CGL policy shall be endorsed to contain Employers Liability/Stop Gap Coverage
2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than Five Hundred Thousand (\$500,000) per accident for bodily injury and property damage.
3. Workers’ Compensation: as required by the State of Wyoming with Statutory Limits.

4. Professional Liability (Errors and Omissions) Insurance appropriate to the Consultant's profession, with limit no less than the sum of Two Hundred Fifty Thousand Dollars (\$250,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Five Hundred Thousand Dollars (\$500,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location.

C. *Higher Limits.* If the Consultant maintains higher limits than required under this Agreement, then the City shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

D. *Other Insurance Provisions*

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. *Additional Insured Status*

The City, its officers, elected and appointed officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

2. *Primary Coverage*

For any claims related to this contract, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, elected and appointed officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the City, its officers, elected and appointed officials, employees, agents or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

3. *Notice of Cancellation*

Each insurance policy required above shall state that coverage shall not be canceled, materially changed, or reduced, except with notice to the City. Such notice to the City shall be provided in a commercially reasonable time.

4. *Waiver of Subrogation*

Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

5. *Deductibles and Self-Insured Retentions*

Consultant has two options regarding deductibles and self-insured retentions:

- a. Option 1: Any deductibles or self-insured retentions must be declared to and approved by the City. Unless otherwise approved by the City in writing, any deductible may not exceed Ten Thousand Dollars (\$10,000). Unless otherwise approved in writing by the City, self-insured retentions may not exceed Ten Thousand Dollars (\$10,000), and the City may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
- b. Option 2: Consultant shall carry insurance with terms that require its insurance company to pay the full value of a covered claim from the first dollar of coverage, even if the Consultant is unable to pay any deductible or self-insured retention amount(s) required by the insurance policy. Consultant shall provide a written endorsement from its insurance carrier that such insurance coverage is in place, and shall keep such coverage in place during the term of this Contract and any subsequent time period required for claims made policies.

6. *Acceptability of Insurers*

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise agreed to in writing by the City.

7. *Claims Made Policies*

If any of the required policies provide coverage on a claims-made basis:

- c. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
- d. Insurance must be maintained and evidence of insurance must be provided *for at least three (3) years after completion of the contract of work*. However, Consultant's liabilities under this Contract shall not be deemed limited in any way by the insurance coverage required.
- e. If coverage is canceled or non-renewed, and not *replaced with another claims-made policy form with a Retroactive Date* prior to the contract

effective date, the Consultant must purchase “extended reporting” coverage for a minimum of *three (3)* years after completion of contract work and at all times thereafter until the applicable statute of limitations runs.

8. *Verification of Coverage*

Consultant shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant’s obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

9. *Subconsultants*

Consultant shall require and verify that all subconsultants maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that the City is an additional insured on insurance required from subconsultants.

10. *Special Risks or Circumstances*

City reserves the right to reasonably modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

E. Consultant agrees to indemnify the City, the City’s employees, elected officials, appointed officials, agents, and volunteers, and all additional insured and hold them harmless from all liability for damages to property or injury to or death to persons, including all reasonable costs, expenses, and attorney’s fees incurred related thereto, to the extent arising from negligence of the Consultant and any subconsultant thereof.

12. INTENT:

Consultant represents that it has read and agrees to the terms of this Contract and further agrees that it is the intent of the parties that Consultant shall perform all of the services for the compensation set forth in this Contract. Consultant also agrees that it is the specific intent of the parties, and a material condition of this Contract, that it shall not be entitled to compensation for other services rendered unless specifically authorized by the City by Resolution of its governing body. Consultant agrees that it has carefully examined the Scope of Services, and that the compensation is adequate for performance of this Contract.

13. WYOMING GOVERNMENTAL CLAIMS ACT:

The City does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 et seq., and the City

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

14. NO THIRD PARTY BENEFICIARY RIGHTS:

The parties to this Contract do not intend to create in any other individual or entity the status of third-party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties and obligations contained in this Contract shall operate only between the parties to this Contract, and shall inure solely to the benefit of the parties to this Contract. The parties to this Contract intend and expressly agree that only parties signatory to this Contract shall have any legal or equitable right to seek to enforce this Contract, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Contract, or to bring an action for the breach of this Contract.

EXHIBIT A

City of Casper
Proposal for WWTP Digester Boiler Upgrade

Task Name	Number of Hours	Total Price
Task 1: Project Management	38	\$ 5,090.00
Task 2: Preliminary Layout and Code Compliance	65	\$ 10,534.36
Task 3: Project Development	22	\$ 3,731.38
Task 4: Preliminary Design	206	\$ 30,589.50
Task 5: Final Design	96	\$ 14,471.38
Task 6: Bidding Services	16	\$ 3,145.63
Task 7: Construction Administration	100	\$ 15,002.75
TOTAL	543	\$ 82,565.00

Submitted this 6th day of November, 2017

Authorized Signature

J. Mike Coleman, PE & LS
Senior Vice President
HDR Engineering
601 Metz Drive
Gillette, WY 82717
307.228.6000

hdrinc.com

EXHIBIT B

HDR Engineering 2017 Hourly Billing Rates

Enclosed are the 2017 Hourly Billable Rates for HDR Engineering. These billing rates shall be adjusted annually to reflect any salary adjustments incurred by employees. The rates listed below do not include Reimbursable Expenses or hourly billing rates for equipment as defined below.

Description	Billing Rate/Hour
Managing Principal	\$210
Senior Project Manager	\$195
Project Manager	\$170
ASME Disciplines	\$175
Engineer V	\$170
Engineer IV	\$155
Engineer III	\$135
Engineer II	\$120
Engineer I	\$105
Engineering Technician III	\$115
Engineering Technician II	\$100
Engineering Technician I	\$90
Cadd/GIS Technician IV	\$130
Cadd/GIS Technician III	\$110
Cadd/GIS Technician II	\$100
Cadd/GIS Technician I	\$90
Right of Way III	\$170
Right of Way II	\$155
Right of Way I	\$130
Environmental Scientist V	\$170
Environmental Scientist IV	\$155
Environmental Scientist III	\$135
Environmental Scientist II	\$120
Environmental Scientist I	\$105
Senior Land Surveyor	\$145
Land Surveyor	\$130
Survey Technician III	\$110
Survey Technician II	\$100
Survey Technician I	\$90
Senior Construction Manager	\$170
Construction Manager	\$140
Construction Engineer	\$120
Construction Field Rep	\$90
Public Involvement III	\$140
Public Involvement II	\$110
Public Involvement I	\$90
Accountant	\$100
Graphic Designer	\$90
Admin Assistant	\$70

HDR has technical experts in various geographic locations that may be utilized based on specific project need. This specialized expertise is not subject to the above rates and associated billing rates are to be determined at the time of contract negotiation.

Direct Expenses

Traffic Counting Equipment	\$120.00 per hour
Survey/GPS Equipment	\$50.00 per hour
Robotic Total Station	\$50.00 per hour
Side-by-Side Utility Vehicle	\$25.00 per hour
Mapping Grade GPS	\$20.00 per hour
Mileage	\$0.75 per mile

Copies:

24" x 36" Mylar	\$15.00 each
Plots Bond	\$8.00 each
Plain Paper Copies	\$0.15 each
Plain Paper Copies 11" x 17"	\$0.25 each
Color 11" x 17" Copies	\$1.25 each

OTHER REIMBURSABLE EXPENSES

Reimbursable Expense shall mean the actual expenses incurred directly or indirectly in connection with the Project for transportation travel, subconsultants, subcontractors, computer usage, telephone, telex, shipping and express, and other incurred expense. Unless negotiated otherwise in the contract, ENGINEER will add 10% to invoices received by ENGINEER from subconsultants and subcontractors to cover administrative expenses and vicarious liability. Hourly equipment charges apply to specific equipment used on the project.

RESOLUTION NO.17-226

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH HDR ENGINEERING, INC., FOR THE WWTP DIGESTER BOILER INSTALLATION, PROJECT NO. 17-068

WHEREAS, the City of Casper desires to enter into a professional services agreement with HDR Engineering, Inc. to evaluate the existing system and propose updates and a new boiler for the anaerobic digesters; and,

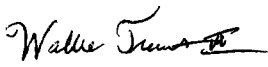
WHEREAS, HDR Engineering, Inc., is able and willing to provide those services specified as the WWTP Digester Boiler Installation, Project No. 17-068; and,

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a professional services agreement with HDR Engineering, Inc., for those services, in the amount of Eighty-Two Thousand Five Hundred Sixty-Five and 00/100 Dollars (\$82,565.00).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions throughout the project, retaining those amounts prescribed by the agreement, equal to an amount not to exceed Eighty-Two Thousand Five Hundred Sixty-Five and 00/100 Dollars (\$82,565.00).

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2017.

APPROVED AS TO FORM:




ATTEST:


Fleur D. Tremel
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Kenyne Humphrey
Mayor

November 13, 2017

MEMO TO: J. Carter Napier, City Manager 

FROM: Andrew Beamer, P.E., Public Services Director 
Aaron Kloke, Metropolitan Planning Organization Supervisor
Michael Szewczyk, IT Manager
Ethan Yonker, P.E., Associate Engineer

SUBJECT: Authorizing an Agreement with Hitek Communication, Inc., in the amount of \$22,722.00, for the CATC Security Improvements, Project No. 17-009

Meeting Type & Date
Regular Council Meeting
December 5, 2017

Action Type
Resolution

Recommendation
That Council, by resolution, authorize an Agreement with Hitek Communication, Inc., for the CATC Security Improvements, Project No. 17-009, in the amount of \$22,722.00.

Summary
On Monday, September 18, 2017, two (2) proposals were received from contractors to provide a network connection and security cameras at the CATC Campus. The bids received for this work are as follows:

<u>CONTRACTOR</u>	<u>BUISNESS LOCATION</u>	<u>BID AMOUNT</u>
Hitek Communications, Inc.	Casper, Wyoming	\$22,722.00
Alliance Communications, Inc	Casper, Wyoming	\$28,201.00

Proposals were reviewed and both contractors were interviewed for the project. It was the determination of the selection committee that Hitek Communications is proposing the best solution for the best price.

Work is scheduled to be completed by May 31, 2018.

Financial Considerations

The City of Casper was awarded a Capital Assistance Program for Bus and Bus Facilities Formula Program Grant from the Wyoming Department of Transportation (WYDOT) to purchase security/surveillance equipment for CATC. The grant requires a local funding match of 20% of the project costs (\$5,000.00) and grant funds will account for the remaining 80% of the project costs (\$20,000.00). The total project amount is from Budgeted Current Revenue of Capital Assistance Program for Bus and Bus Facilities Program Grant Fund in the CATC Light Equipment budgeted line items.

Oversight/Project Responsibility

Ethan Yonker, P.E., Associate Engineer, Public Services

Attachments

Professional Services Contract
Resolution

CONTRACT FOR PROFESSIONAL SERVICES

PART I - AGREEMENT

This Contract for Professional Services ("Contract") is entered into on this ___ day of _____, 2017, by and between the following parties:

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

2. Hitek Communications, Inc., 411 S Walsh, Suite A 137, Casper, Wyoming 82609 ("Contractor").

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

RECITALS

A. The City is undertaking a project to make security improvements to the CATC Campus.

B. The project requires professional services for the installation of a network connection between the Casper Recreation Center and the CATC Campus and the installation of security cameras and required hardware.

C. The Contractor represents that it is ready, willing, and able to provide the professional services to City as required by this Contract.

D. The City desires to retain the Contractor for such services.

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

1. SCOPE OF SERVICES:

A. The Contractor shall perform the following services in connection with and respecting the project:

1. Network Connection

- a) Install a single mode fiber network connection with a minimum bandwidth of 1 gigabit per second between the Casper Recreational Center and the CATC Campus. The network shall consist of 12 strands of single mode fiber w/ SC connectors between the CATC office and CATC garage (terminated into a

fiber tray on each end). Provide tests and certifications on all fiber installed during this project. All fiber under hard surfacing is to be installed in conduit. All new fiber is to be installed with locate wire to be terminated above ground.

- b) Provide a rackmount 1500Va Uninterruptible Power Supply (to be located at CATC main office)
- c) Provide a 750Va Uninterruptible Power Supply (to be located at CATC garage)
- d) Provide and install two Chatsworth 11900-724 wall mount cabinets with a 32-port patch panel and fiber tray (one for each of the two CATC facilities).
- e) Provide manuals and manufacturers warranties for all equipment installed in this project.
- f) Project site to match existing conditions upon completion of the project; any damaged surfacing, sod, irrigation, etc. shall be replaced and proper housekeeping shall be maintained at no expense to the owner.

2. Security Camera Network

- a) Provide and install security cameras to adequately monitor coverage area as shown in Exhibit A. Security cameras must be compatible and licensed with the existing Milestone surveillance system utilized by the City of Casper.
- b) Install wiring to network switch in the building in which the camera(s) is located.

B. The City shall perform the following services in connection with and respecting the project:

- a) City to provide and install a Cisco 3650-24 port switch with redundant power supplies (for use in the CATC main office) and a Meraki MS220 POE layer two switch (for use in the CATC garage).
- b) City to provide and install a HP DL 380 Rackmount video storage server to be installed in the CATC Office. Server will be equipped with a minimum of 16 GB RAM, 3-year warranty, 8 terabytes of storage, and a redundant power supply.
- c) City to perform configuration of cameras with Milestone video surveillance system.

2. TIME OF PERFORMANCE:

The services of the Contractor shall be undertaken and completed on or before the 31st day of May 2018.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Contractor shall be compensated for services performed in accordance with paragraph 1, not to exceed a lump sum of Twenty-Two Thousand Seven Hundred Twenty-Two Dollars (\$22,722.00).

4. METHOD OF PAYMENT:

Contractor shall submit a schedule of values to be approved by the engineer for the project that will be used as basis for payment. Payment will be made following receipt of an itemized invoice from the Contractor for services rendered in conformance with the Contract and schedule of values, and following approval by the Casper City Council. Contractor shall submit an invoice for payment specifying that it has performed the services rendered under this Contract, in conformance with the Contract, and that it is entitled to receive the amount requested under the terms of the Contract.

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

5. TERMS AND CONDITIONS:

This Contract is subject to and incorporates the provisions attached hereto as PART II -- GENERAL TERMS AND CONDITIONS.

6. EXTENT OF CONTRACT:

This Contract represents the entire and integrated Agreement between the City and the Contractor, and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended only by written instrument signed by both the City's and the Contractor's authorized representatives.

The City and the Contractor each individually represent that they have the requisite authority to execute this Contract and perform the services described in this Contract.

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

APPROVED AS TO FORM

Wallie Tremel

ATTEST

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Kenyne Humphrey
Mayor

WITNESS

CONTRACTOR
Hitek Communications, Inc.

By: Brandy Coyle

By: Jeff Wharton

Printed Name: Brandy Coyle

Printed Name: Jeff Wharton

Title: Admin Assist. (City of Casper)

Title: president

CONTRACT FOR PROFESSIONAL SERVICES

PART II - GENERAL TERMS AND CONDITIONS

1. TERMINATION OF CONTRACT:

1.1 The City may terminate this Contract anytime by providing thirty (30) days written notice to Contractor of intent to terminate said Contract. In such event, all finished or unfinished documents, data, studies and reports prepared by the Contractor under this Contract shall, at the option of the City, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

1.2 Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City, by virtue of termination of the Contract by Contractor, or any breach of the Contract by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due the City from the Contractor are determined.

2. CHANGES:

The City may, from time to time, request changes in the scope of the services of the Contract. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon between the City and the Contractor, shall be incorporated in written amendments to this Contract. There shall be no increase in the amount of Contractor's compensation unless approved by Resolution adopted by City.

3. ASSIGNABILITY:

The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the City: provided, however, that claims for money due or to become due the Contractor from the City under this Contract may be assigned to a bank, trust company, or other financial institution, or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer shall be furnished to the City within five (5) business days of any assignment or transfer.

4. AUDIT:

The City or any of its duly authorized representatives shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to the Contract for the purpose of making audit, examination, excerpts, and transactions.

5. EQUAL EMPLOYMENT OPPORTUNITY:

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

6. OWNER OF PROJECT MATERIALS:

All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, and reports prepared by the Contractor under this Contract shall be considered the property of the City, and upon completion of the services to be performed, they will be turned over to the City provided that, in any case, the Contractor may, at no additional expense to the City, make and retain such additional copies thereof as Contractor desires for its own use; and provided further, that in no event may any of the documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, or other reports retained by the Contractor be released to any person, agency, corporation, or organization without the written consent of the City.

7. FINDINGS CONFIDENTIAL:

All reports, information, data, etc., given to or prepared, or assembled by the Contractor under this Contract are confidential and shall not be made available to any individual or organization by the Contractor without the prior written consent of the City.

8. GOVERNING LAW:

This Contract shall be governed by the laws of the State of Wyoming. The Contractor shall also comply with all applicable laws, ordinances, and codes of the local, state, or federal governments and shall not trespass on any public or private property in performing any of the work embraced by this Contract.

9. PERSONNEL:

The Contractor represents that it has, or will secure, all personnel required in performing the services under this Contract. Such personnel shall not be employees of the City. All of the services required shall be performed by the Contractor, or under its supervision, and all personnel engaged in the work shall be fully qualified. All personnel employed by Contractor shall be employed in conformity with applicable local, state or federal laws.

10. SUBCONTRACTOR:

The Contractor shall not employ any subcontractor to perform any services in the scope of this project, unless the subcontractor is approved in writing by the City. Any approved subcontractor shall be paid by the Contractor.

11. INSURANCE AND INDEMNIFICATION:

A. **Prior to** the commencement of work, Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its subcontractors, agents, representatives, or employees.

B. *Minimum Scope and limit of Insurance.*

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than the sum of Two Hundred Fifty Thousand Dollars (\$250,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Five Hundred Thousand Dollars (\$500,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location. The CGL policy shall be endorsed to contain Employers Liability/Stop Gap Coverage
2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than Five Hundred Thousand (\$500,000) per accident for bodily injury and property damage.
3. Workers' Compensation: as required by the State of Wyoming with Statutory Limits.

4. Professional Liability (Errors and Omissions) Insurance appropriate to the Contractor's profession, with limit no less than the sum of Two Hundred Fifty Thousand Dollars (\$250,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Five Hundred Thousand Dollars (\$500,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location.

C. *Higher Limits.* If the Contractor maintains higher limits than required under this Agreement, then the City shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

D. *Other Insurance Provisions*

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. *Additional Insured Status*

The City, its officers, elected and appointed officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

2. *Primary Coverage*

For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, elected and appointed officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the City, its officers, elected and appointed officials, employees, agents or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

3. *Notice of Cancellation*

Each insurance policy required above shall state that coverage shall not be canceled, materially changed, or reduced, except with notice to the City. Such notice to the City shall be provided in a commercially reasonable time.

4. *Waiver of Subrogation*

Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

5. *Deductibles and Self-Insured Retentions*

Contractor has two options regarding deductibles and self-insured retentions:

- a. *Option 1:* Any deductibles or self-insured retentions must be declared to and approved by the City. Unless otherwise approved by the City in writing, any deductible may not exceed Ten Thousand Dollars (\$10,000). Unless otherwise approved in writing by the City, self-insured retentions may not exceed Ten Thousand Dollars (\$10,000), and the City may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
- b. *Option 2:* Contractor shall carry insurance with terms that require its insurance company to pay the full value of a covered claim from the first dollar of coverage, even if the Contractor is unable to pay any deductible or self-insured retention amount(s) required by the insurance policy. Contractor shall provide a written endorsement from its insurance carrier that such insurance coverage is in place, and shall keep such coverage in place during the term of this Contract and any subsequent time period required for claims made policies.

6. *Acceptability of Insurers*

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise agreed to in writing by the City.

7. *Claims Made Policies*

If any of the required policies provide coverage on a claims-made basis:

- a. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
- b. Insurance must be maintained and evidence of insurance must be provided *for at least three (3) years after completion of the contract of work.* However, Contractor's liabilities under this Contract shall not be deemed limited in any way by the insurance coverage required.
- c. If coverage is canceled or non-renewed, and not *replaced with another claims-made policy form with a Retroactive Date* prior to the contract

effective date, the Contractor must purchase “extended reporting” coverage for a minimum of *three (3)* years after completion of contract work and at all times thereafter until the applicable statute of limitations runs.

8. *Verification of Coverage*

Contractor shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor’s obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

9. *Subcontractors*

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that the City is an additional insured on insurance required from subcontractors.

10. *Special Risks or Circumstances*

City reserves the right to reasonably modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

E. Contractor agrees to indemnify the City, the City’s employees, elected officials, appointed officials, agents, and volunteers, and all additional insured and hold them harmless from all liability for damages to property or injury to or death to persons, including all reasonable costs, expenses, and attorney's fees incurred related thereto, to the extent arising from negligence of the Contractor and any subcontractor thereof.

12. INTENT:

Contractor represents that it has read and agrees to the terms of this Contract and further agrees that it is the intent of the parties that Contractor shall perform all of the services for the compensation set forth in this Contract. Contractor also agrees that it is the specific intent of the parties, and a material condition of this Contract, that it shall not be entitled to compensation for other services rendered unless specifically authorized by the City by Resolution of its governing body. Contractor agrees that it has carefully examined the Scope of Services, and that the compensation is adequate for performance of this Contract.

13. WYOMING GOVERNMENTAL CLAIMS ACT:

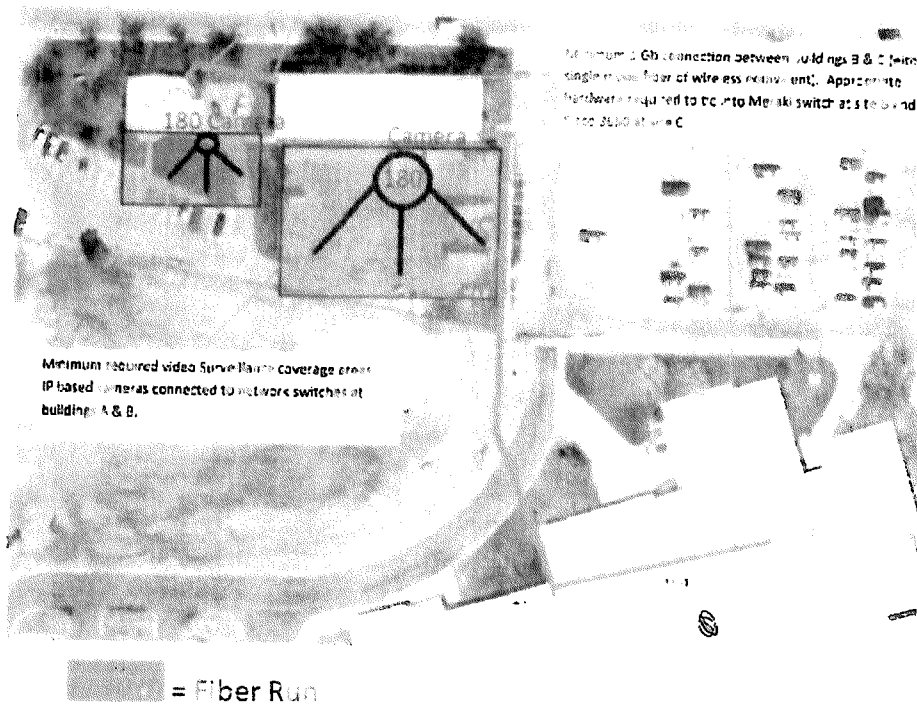
The City does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 et seq., and the City specifically reserves the right to assert any and all rights, immunities, and defenses it may have pursuant to the Wyoming Governmental Claims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

14. NO THIRD PARTY BENEFICIARY RIGHTS:

The parties to this Contract do not intend to create in any other individual or entity the status of third-party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties and obligations contained in this Contract shall operate only between the parties to this Contract, and shall inure solely to the benefit of the parties to this Contract. The parties to this Contract intend and expressly agree that only parties signatory to this Contract shall have any legal or equitable right to seek to enforce this Contract, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Contract, or to bring an action for the breach of this Contract.

CATC SECURITY IMPROVEMENTS PROPOSAL

Single Mode Fiber Optic connection between buildings A & B. Site A will require a Cisco WS-C3650-24PD-S Switch with a 1gb sfp module. Site B will require a Meraki MS220-8P Switch with a 1gb sfp module.

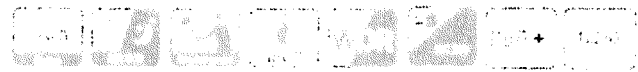


Multi-Sensor Panoramic Camera

3 x 2 MP Multi-Sensor Panoramic Network IP Bullet Camera



- 3 x 2 MP Sensors for a 180° Panoramic View
- Starlight Ultra-low Light Technology
- Dual Codecs: H.264 and H.265
- True WDR (120 dB)
- True Day/Night
- IR Distance 30 m (98 ft) with Smart IR
- Intelligent Video System (IVS)
- On-board Storage
- Five-year Warranty*



System Overview

The Dahua Multi-Sensor Camera uses three (3) 2 MP sensors to deliver a panoramic 180° scene. One multi-sensor camera replaces multiple single-sensor cameras providing a higher return on investment for your security dollars. The multi-sensor camera features contrast, backlight compensation, white balance, and resolution control to create a crystal-clear image even in the most challenging lighting conditions.

Functions

True Day/Night

A day/night mechanical IR cut filter makes this camera ideal for applications with fluctuating lighting conditions, delivering color images during the day and automatically switching to monochrome as the scene darkens.

Starlight Technology

For challenging low-light applications, Dahua's Starlight Ultra-low Light Technology offers best-in-class light sensitivity, capturing color details in low light down to 0.007 lux. The Multi-sensor camera uses a set of optical features to balance light throughout the scene, resulting in clear images in very dark environments.

Street Lamp Compensation

The Multi-sensor camera delivers exceptional images even when shooting under sodium-vapor lamps that typically add a yellowish tint to the scene hampering identification. The Dahua Multi-sensor camera provides a built-in white-balance mode that compensates for the tint to restore the scene to its original color.

Wide Dynamic Range

The multi-sensor camera achieves vivid images, even in the most intense contrast lighting conditions, using industry-leading wide dynamic range (WDR) technology. For applications with both bright and low lighting conditions that change quickly, True WDR (120 dB) optimizes both the bright and dark areas of a scene at the same time to provide usable video.

Intelligent Video System (IVS)

IVS is a built-in video analytic algorithm that delivers intelligent functions to monitor a scene for Tripwire violations, intrusion detection, and abandoned or missing objects. A camera with IVS quickly and accurately responds to monitoring events in a specific area. In addition to scene analytics, the multi-sensor camera supports face detection to quickly capture a face and upload the image to a server. The multi-sensor camera also offers tamper detection by recognizing a dramatic scene change and generating a warning message to inspect the camera.

Smart IR

With IR illumination, detailed images can be captured in low light or total darkness. The camera's Smart IR technology adjusts the intensity of camera's infrared LEDs to compensate the distance of an object. Smart IR technology prevents IR LEDs from whitening out images as they come closer to the camera. The camera's integrated infrared illumination provides high performance in extreme low-light environments up to 30 m (98 ft).

Protection

The multi-sensor camera allows for $\pm 25\%$ input voltage tolerance, suitable for the most unstable conditions for outdoor applications. Its 6 kV lightning rating provides effective protection for both the camera and its structure against lightning. Subjected and certified to rigorous dust and immersion tests (IP67) and impact test (IK10), the multi-sensor camera is the choice for installation in even the most unforgiving environments.

Environmental

The Multi-Sensor camera comes with a built-in heater that extends the operating temperature range to -40°C to $+60^{\circ}\text{C}$ (-40°F to $+140^{\circ}\text{F}$), with 95% humidity. This temperature range to allows the camera to operate in the harshest environments.

Technical Specification

Camera

Image Sensor	Three (3), 1/2.8-in. 2 MP CMOS Sensors
Effective Pixels	4096 (H) x 832 (V)
RAM/ROM	1024 MB / 128 MB
Scanning System	Progressive
Minimum Illumination	Color: 0.007 Lux at F1.8 IR: 0 Lux at F1.8 (with IR on)
S/N Ratio	More than 50 dB
IR Distance	Distance up to 30.0 m (98.43 ft)
IR On/Off Control	Auto, Manual
IR LEDs	Eight (8)
Lens	
Lens Type	Fixed
Mount Type	Board-in
Focal Length	3.6 mm
Max. Aperture	F1.8
Angle of View	Horizontal: 180° Vertical: 44°
Focus Control	Fixed

DORI Distance¹

Detect (8 ppf)	Observe (19 ppf)	Recognize (38 ppf)	Identify (76 ppf)
52 m (171 ft)	21 m (69 ft)	10 m (33 ft)	5 m (16 ft)

Video

Compression	H.265, H.264
Streaming Capability	Three (3) Streams
Resolution	4096 x 832, 3840 x 780, 2560 x 520, 1280 x 260, 1024 x 208 Main Stream: 4096 x 832 at 30 fps
Frame Rate	Sub Stream 1: 1024 x 208 at 30 fps Sub Stream 2: 1280 x 260 at 30 fps
Bit Rate Control	CBR, VBR
Bit Rate	H.264: 8 Kbps to 16 Mbps H.265: 4 Kbps to 10 Mbps
Day/Night	Auto (ICR), Color, B/W
BLC Mode	BLC, HLC, WDR (120 dB)

White Balance Auto, Natural, Street Lamp, Outdoor, Manual

Gain Control Auto, Manual

Noise Reduction 3D DNR

Motion Detection Off, On (4 Zones, Rectangular)

Region of Interest Off, On (4 Zones)

Smart IR Support

Digital Zoom 16x

Privacy Masking Off / On (4 Areas, Rectangular)

Audio

Compression G.711a, G.711Mu, AAC, G.726

Network

Ethernet RJ-45 (100/1000 Base-T)

Protocol HTTP, HTTPS, TCP, ARP, RTSP, RTP, UDP, SMTP, FTP, DHCP, DNS, DDNS, PPPoE, IPv4/v6, QoS, UPnP, NTP, Bonjour, 802.1x, Multicast, ICMP, IGMP, SNMP

Interoperability ONVIF, PSIA, CGI

Streaming Method Unicast / Multicast

Max. User Access 20 Users

Edge Storage NAS
Local PC for instant recording
Micro SD card, 128 GB

Web Viewer Internet Explorer, Firefox, Safari

Management Software Smart PSS, DSS, P2P

Mobile Operating System IOS, Android

Certifications

Safety CE (EN 60950:2000)
UL 60950-1

Electromagnetic Compatibility (EMC) FCC Part 15 Subpart B

Interface

Audio Interface Input: One (1) Channel
Output: One (1) Channel

Alarm Input: One (1) Channel
Output: One (1) Channel

Electrical

Power Supply 24 VAC, PoE+ (802.3at, Class 4)

Power Consumption 24 W, max:mum (with IR on)

1. The DORI distance is a measure of the general proximity for a specific classification to help pinpoint the right camera for your needs. The DORI distance is calculated based on sensor specifications and lab test results according to EN 62676-4, the standard that defines the criteria for the Detect, Observe, Recognize and Identify classifications.

Environmental

	-40° C to +60° C (-40° F to +140° F), Less than 95% relative humidity
Storage Temperature	-40° C to +60° C (-40° F to +140° F), Less than 95% relative humidity
Ingress Protection	IP67
Vandal Resistance	IK10

Construction

Casing	Metal
Dimensions	298.30 mm x 172.50 mm x 120.50 mm (11.74 in. x 6.79 in. x 4.74 in.)
Net Weight	2.60 kg (5.73 lbs)
Gross Weight	3.41 kg (7.52 lbs)

Intelligence

IVS triggers an alarm and takes a defined action for the following events:

- Standard Features**
- Tampering with the camera.
 - Camera loses or changes focus drastically.
 - Error writing to an onboard Micro SD card.
 - Error sending or receiving data over the network.
 - Unauthorized access to the camera.

Premium Features

- Motion** An object moves through any part of the scene.
- Tripwire** A target crosses a user-defined line.
- Intrusion** A target enters or exits a defined perimeter.
- Scene Change** A person or object moves the camera to change the scene or covers the camera to obscure the scene.
- Abandoned/Missing Object** A target leaves an object in designated area, or a target removes an object from the same designated area.

Advanced Features

- Facial Detection** Detects and captures a snapshot of a human face in a defined area within a scene.
- People Counting** Measure the number of customers, visitors or passengers in a surveillance scene.
- Heat Map** Generates a visual representation of data.

Wall Mount

PFA120



Pole Mount

PFA120 - PFA150

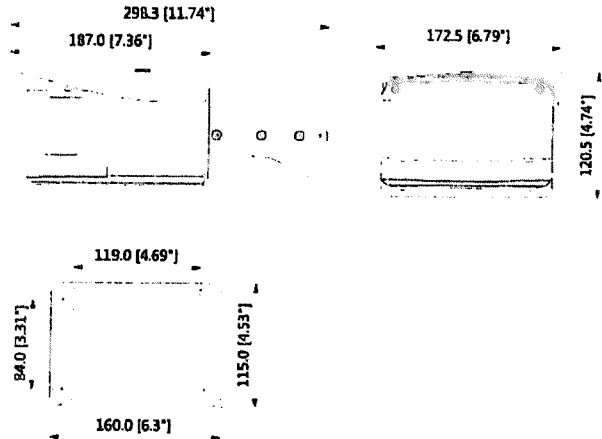


Corner Mount

PFA120+ PFA151



Dimensions (mm/inch)



Ordering Information

Type	Part Number	Description
3 x 2 MP Camera	DH-IPC-PFW8601N-H-A180	3 x 2 MP Multi-Sensor Panoramic Network IR Bullet Camera, WDR, IVS
	PFA120	Junction Box
Accessories (optional)	PFA120 + PFA150	Pole mount
	PFA120 + PFA151	Corner mount

Accessories

Optional:



PFA120 Junction Box

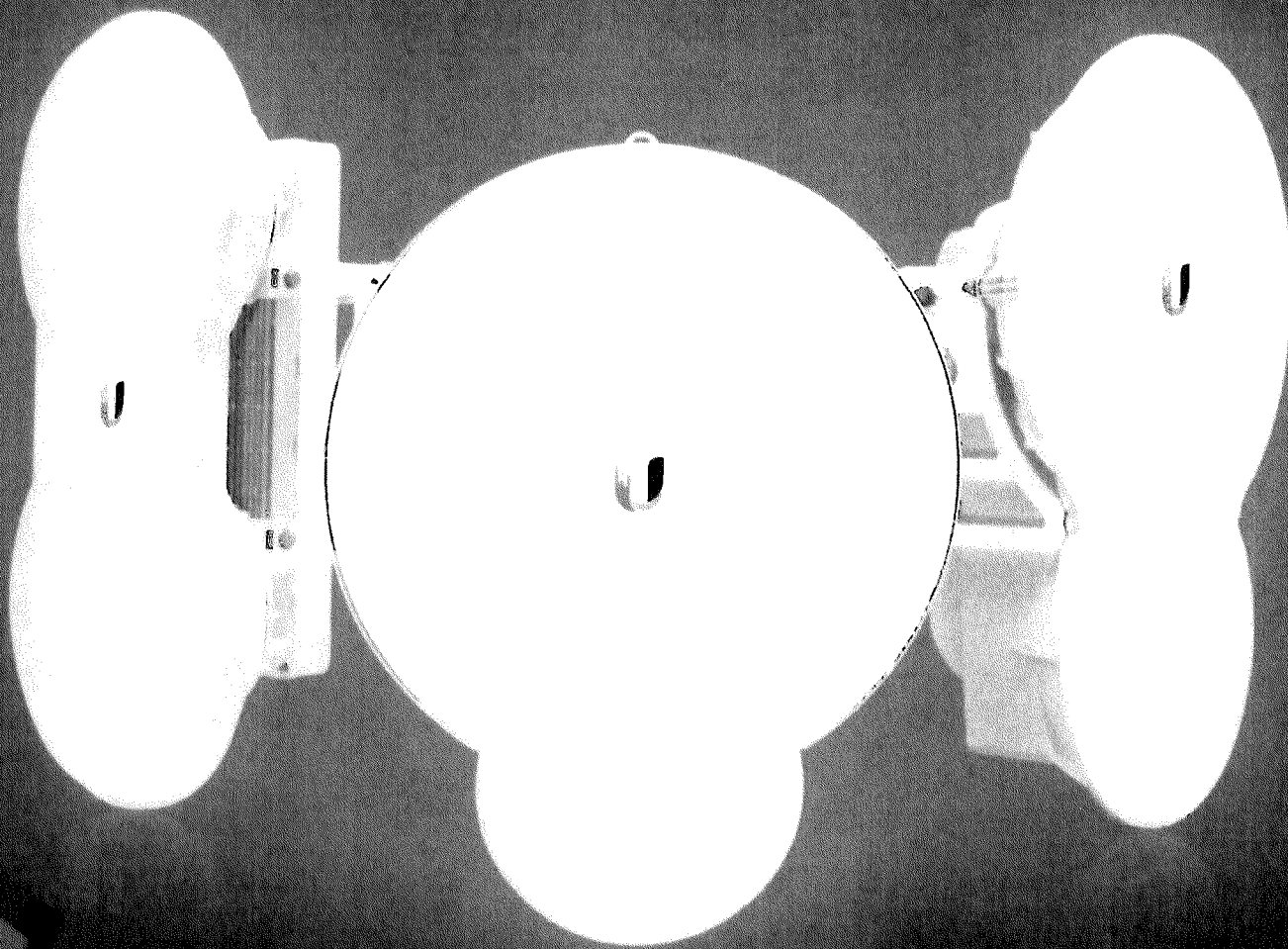


PFA150 Pole mount



PFA151 Corner mount





airFiber[®]

**Full-Duplex, Point-to-Point
Gigabit Radio**

Models: AF-24, AF-24HD, AF-5, AF-5U

High Performance Wireless Backhaul

Extreme, Long-Range Links

Worldwide License-Free Operation



airFiber®

Revolutionary Wireless Technology

Introducing airFiber®, a truly revolutionary Point-to-Point wireless platform from Ubiquiti Networks. Housed in a compact, highly efficient form factor, airFiber delivers amazing wireless gigabit+ performance, low latency, and long range. airFiber ushers in a new era in price-disruptive wireless technology ideal for carrier backhaul, building-to-building enterprise use, or public safety applications.

Efficient by Design

Every detail of airFiber was designed and engineered by the Ubiquiti R&D Team. From the silicon chip up to the innovative split-antenna architecture, the Ubiquiti R&D Team created airFiber to deliver superior throughput with efficiency. airFiber was purpose-built to create a high performance backhaul.

Plug and Play Deployment

Based on Ubiquiti's innovative and intuitive airOS®, the airFiber Configuration Interface enables quick deployment. With installation efficiency in mind, the mechanical design allows easy installation by one person. A two-person installation crew can effectively install and align an airFiber link.

To fine-tune the alignment, the received signal levels can be conveniently accessed via any of these methods:

- airFiber LED display
- airFiber Configuration Interface
- Audio tone feature

Designed for Freedom

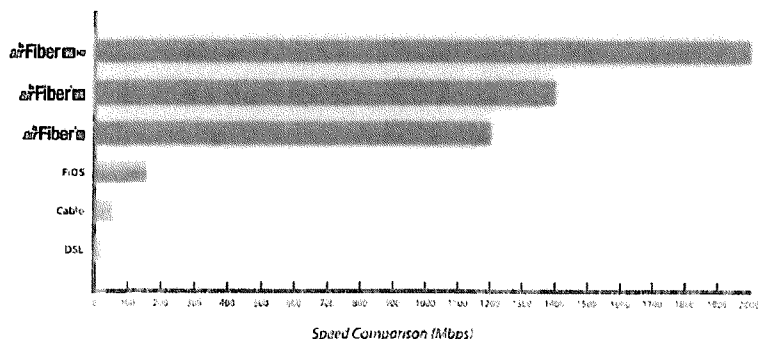
airFiber operates in worldwide, **license-free**, 24 or 5 GHz frequencies. Anyone around the world can purchase and operate airFiber without any special permits, paperwork, or added licensing costs. Users are free to locate, deploy, and operate airFiber practically anywhere they choose (subject to local country regulations).

Model	Frequency	Channel
AF-5	Mid-band 5 GHz frequencies	5470 - 5950 MHz
AF-5U	High-band 5 GHz frequencies	5725 - 6200 MHz
AF-24/AF-24HD	24 GHz frequencies	24.05 - 24.25 GHz

* Refer to the *Specifications* section for more information.

Built for Speed and Range

airFiber delivers gigabit performance at 1.2+ Gbps for airFiber AF-5/AF-5U, 1.5+ Gbps for airFiber AF-24, and 2 Gbps for airFiber AF-24HD. To put this in perspective, airFiber can transmit a 100 MB file in less than a second. Rivaling common broadband providers, airFiber download speed is up to 100x faster. With speed and throughput surpassing conventional wired backhails, airFiber prevails over expensive and labor-intensive wired infrastructures.



airFiber is built for long-range use: up to 13+ km for airFiber AF-24, up to 20+ km for airFiber AF-24HD, and up to 100+ km for airFiber AF-5/AF-5U, which launches the innovative Xtreme Range Technology (xRT™) feature.



airFiber backhails do not share the security risks associated with wired backhails. The long distances of wired backhails are vulnerable to copper theft, fiber optic damage, vandalism, and accidental breakage. With airFiber, only the installation points of the airFiber links need to be secured.

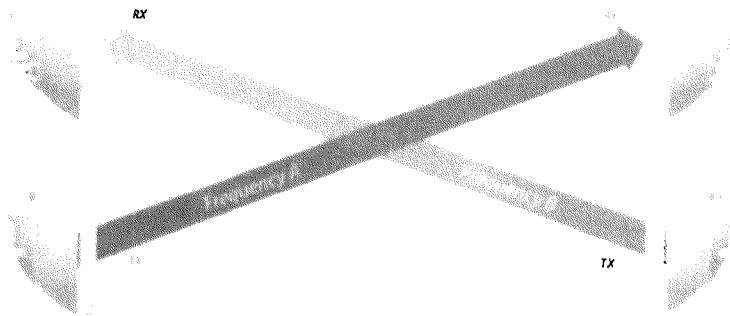
Innovative Proprietary Modem Technology

Ubiquiti's innovative proprietary modem technology was purpose-built to address the specific challenges of outdoor, PtP (Point-to-Point) bridging and high-performance network backhauls. Every aspect of the radio has been carefully simulated and designed to optimize range, speed, and latency performance in the harshest RF noise environments.

Synchronous Data Transmission and Reception

Conventional wireless standards impose a latency by having to receive a packet before a packet is transmitted. airFiber can transmit data synchronously without any wait time. airFiber features traditional TDD and FDD modes of operation in addition to the proprietary Hybrid Division Duplexing (HDD) mode, which provides a breakthrough in range and spectral efficiency performance.

Based on the ranging algorithm built into the air protocol, the airFiber radios use patent-pending HDD technology to calculate the propagation delay and know when each radio can transmit and receive, so they send packets in precise synchronization. Packet transmission latency is virtually eliminated.



airFiber AF-5/AF-5U Radios in Full-Duplex Mode

airFiber AF-5/AF-5U

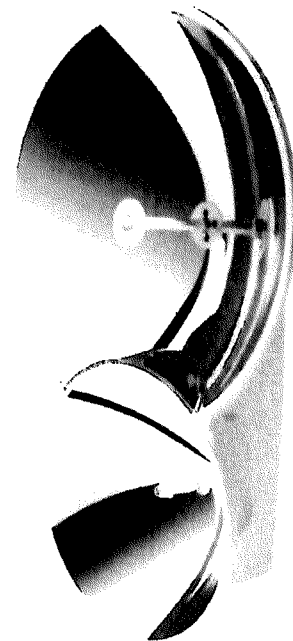
Innovative Dual-Antenna Architecture

airFiber features a dual-independent, 2x2 MIMO, high-gain reflector antenna system. Separate yet integrated transmit (TX) and receive (RX) antennas help extend link budgets by eliminating the extra RF losses caused by the switches or duplexers required in systems with common TX/RX antennas.

Network Management

airFiber supports a variety of features to help you manage your network:

- **Network management options** A choice between the greater security of out-of-band management and the convenience of in-band management.
- **SNMP support** Full SNMP support to aid in network management.
- **Local and remote airFiber status information** Available on the Main tab of the airFiber Configuration Interface.



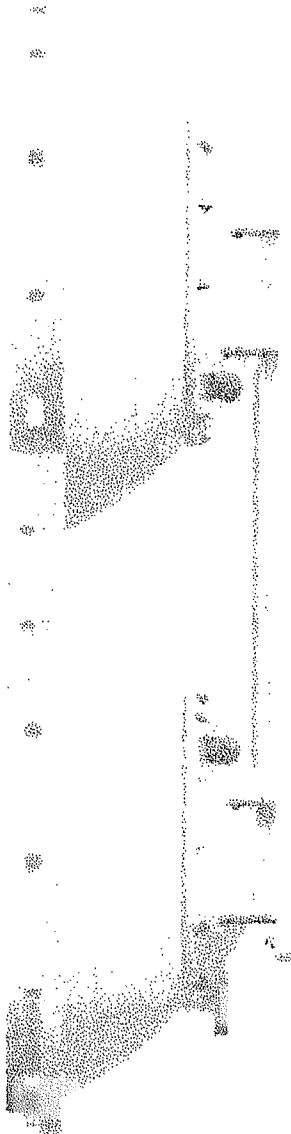
airFiber AF-24 shown without radome

airFiber® 5

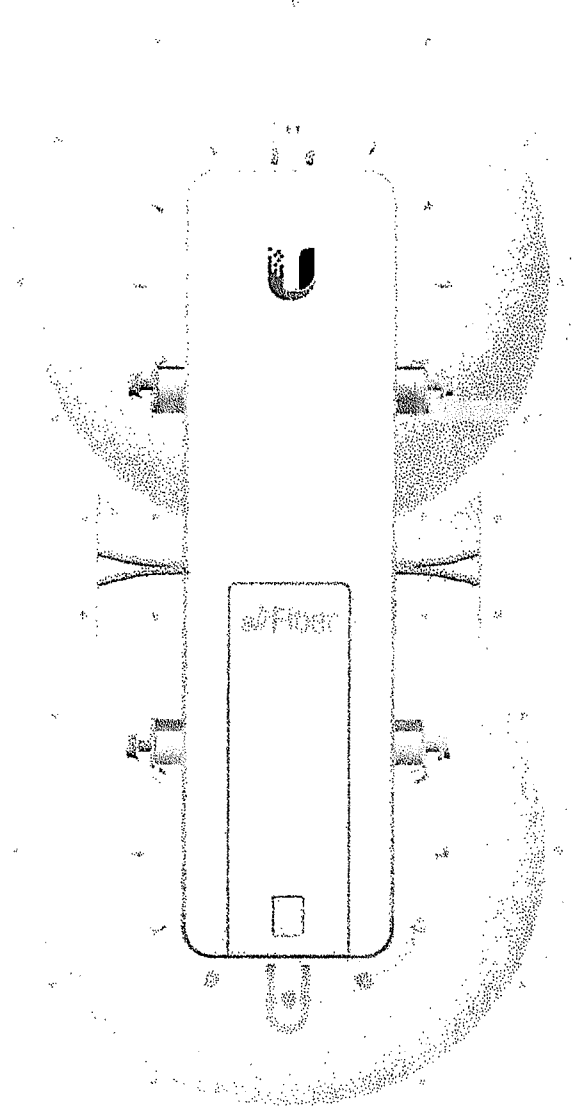
airFiber® 5U

There are two airFiber models available for the 5 GHz spectrum. The mid-band model, AF-5, features the popular mid-band frequencies, which are freely used in many parts of the world.

The high-band (5.7 - 6.2 GHz) model, AF-5U, has robust filtering to enable co-location with devices operating in the lower 5 GHz bands while allowing operation at a higher output power in many areas of the world.



Side



Back

1.2+ Gbps
Real Data Throughput

(((5 GHz)))

100+ km
← XRT →
xtreme Range Technology

HDD
TDD FDD

Superior Processing

Ubiquiti Networks introduces our proprietary INVICTUS™ core communications processing engine. The speed, power, and efficiency of this integrated circuit enhances the performance of the airFiber AF-5/AF-5U.

Efficient Use of 5 GHz Band

airFiber AF-5/AF-5U features 1 MHz center channel resolution with market-leading Power Envelope Tracking technology. The airFiber AF-5/AF-5U accurately and continuously controls transmit power relative to the band edge. The power level automatically tracks to optimize performance near band edges, allowing you to choose the part of the band with the least interference.

Long-Range Links

Newly developed for the airFiber AF-5/AF-5U, the patent-pending xRT feature uses an innovative, adaptive multi-channel coding scheme to enhance radio transceiver performance, thereby maximizing your link budget and spectrum utilization – while still maintaining regulatory compliance. This results in links that can span distances from 10 m up to 100+ km.

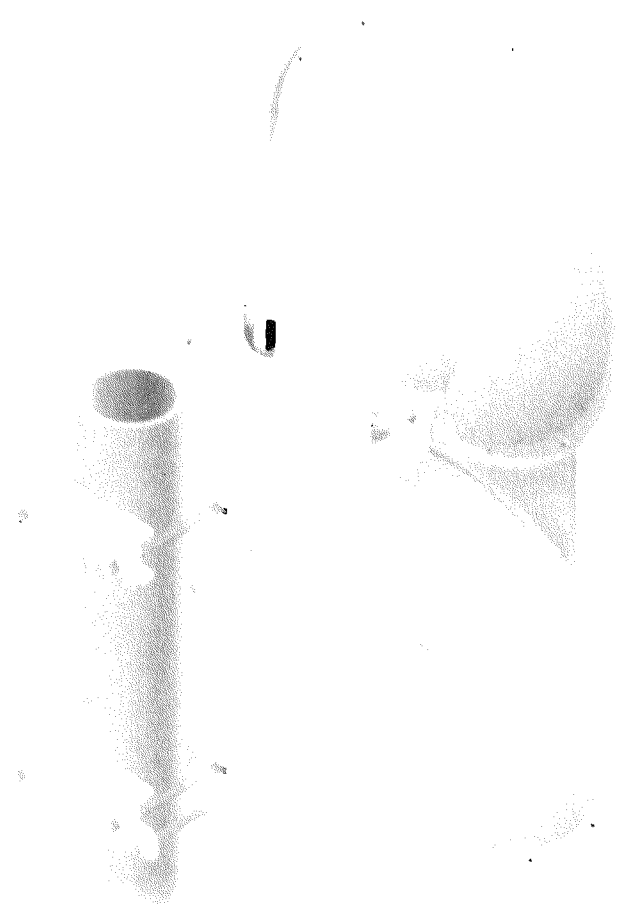
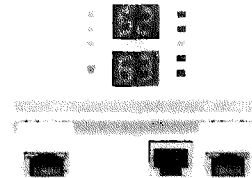
Quick and Easy Installation

The unique sliding-clamp design of the airFiber AF-5/AF-5U allows mounting hardware to be pre-assembled prior to installation – no more dropped screws at the top of the tower. As an added convenience, the drop-in cradle mount design allows the installer to attach mounting hardware to the pole without having to support the weight of the airFiber radio during installation.

Radio Alignment Display

Newly designed for the airFiber AF-5/AF-5U, the Radio Alignment Display (RAD) makes aiming quicker and easier. The dual, calibrated signal strength indicators display the actual signal strength on the local and remote airFiber radios in real time. The comprehensive array of radio status indicators display the following:

- GPS synchronization status
- Master/slave mode
- RF link status
- RF overload warning
- Current modulation mode
- Link activity and speed for wired management and data ports



Specifications

airFiber AF-5/AF-5U

Dimensions	
Radio	938.4 x 468.4 x 281.4 mm (36.94 x 18.44 x 11.08")
Box	1042 x 573 x 502 mm (41.02 x 22.56 x 19.76")
Weight	
Radio (Mount Included)	16 kg (35.27 lb)
Box	26.5 kg (58.42 lb)
Max. Power Consumption	40 W
Power Supply	50V, 1.2A PoE GigE Adapter (Included)
Power Method	Passive Power over Ethernet
Supported Voltage Range	+42 to +58VDC, -48VDC
Automatic Transmit Power Control (ATPC)	Yes
Certifications	CE, FCC, IC
Mounting	Pole Mount Kit (Included)
Wind Loading	863 N @ 200 km/hr (194 lbf @ 125 mph)
Wind Survivability	200 km/hr (125 mph)
Operating Temperature	-40 to 55° C (-40 to 131°F)
LEDs	(12) Status LEDs: Data Port Link/Activity Data Port Speed Management Port Link/Activity Management Port Speed GPS Synchronization Master/Slave Link Status Modulation Mode 0.25x to 4x, 6x, 8x, 10x (Unlabeled), Overload Remote and Local Displays (Calibrated Signal Strength)
Operating Frequency	
AF-5	
FCC 15.247, IC RSS-210	5470 - 5600 MHz, 5650 - 5850 MHz
ETSI EN 301 893, EN 302 502	5470 - 5875 MHz
Other Regions	5470 - 5950 MHz
AF-5U	
FCC 15.247, IC RSS-210	5725 - 5850 MHz
ETSI EN 302 502	5725 - 5875 MHz
Other Regions	5725 - 6200 MHz
Interface	
Data Port	(1) 10/100/1000 Ethernet Port
Management Port	(1) 10/100 Ethernet Port
Auxiliary Port	(1) RJ-12, Alignment Tone Port
System	
Maximum Throughput	1.2+ Gbps
Maximum Range	100+ km (Dependent on Regulatory Region)
Packets per Second	1+ Million
Encryption	128-Bit AES
Uplink/Downlink Ratio	50% Fixed
Latency	
Full Duplex Mode	< 200 µs at Full Throughput
Half Duplex Mode	< 2 ms at Full Throughput
Radio Frame Synchronization	GPS
Dynamic Frequency Selection	
AF-5	CE, FCC/IC
AF-5U	CE (FCC/IC Not Applicable)

airFiber AP-5/AP-5T Registered Max. TX Power

10x	39 dBm
8x	43 dBm
6x	45 dBm
4x and below	47 dBm

airFiber AP-5/AP-5T Receive Sensitivity

Rate	Modulation	Sensitivity (10 MHz)	Sensitivity (20 MHz)	Sensitivity (30 MHz)	Sensitivity (40 MHz)	Sensitivity (50 MHz)	FDD Capacity*	TDD Capacity*
10x	1024QAM	-63 dBm	-60 dBm	-59 dBm	-58 dBm	-57 dBm	1280 Mbps	640 Mbps
8x	256QAM	-70 dBm	-67 dBm	-66 dBm	-65 dBm	-64 dBm	1024 Mbps	512 Mbps
6x	64QAM	-77 dBm	-74 dBm	-73 dBm	-72 dBm	-71 dBm	768 Mbps	384 Mbps
4x	16QAM MIMO	-84 dBm	-81 dBm	-80 dBm	-79 dBm	-78 dBm	512 Mbps	256 Mbps
2x	QPSK MIMO	-90 dBm	-87 dBm	-86 dBm	-85 dBm	-84 dBm	256 Mbps	128 Mbps
1x	½ Rate QPSK xRT	-93 dBm	-90 dBm	-89 dBm	-88 dBm	-87 dBm	128 Mbps	64 Mbps
¼x	¼x QPSK xRT	-95 dBm	-93 dBm	-93 dBm	-92 dBm	-91 dBm	32 Mbps	16 Mbps

* FDD = (2) 50 MHz channels and TDD = (1) 50 MHz channel

airFiber AP-5/AP-5T Radio Frequency

GPS Transceiver	GPS Clock Synchronization
EIRP	~50 dBm (Dependent on Regulatory Region and Frequency Band)
Frequency Accuracy	±2.5 ppm without GPS Synchronization ±0.2 ppm with GPS Synchronization
Channel Bandwidth	10/20/30/40/50 MHz
Modulation	1024QAM MIMO 256QAM MIMO 64QAM MIMO 16QAM MIMO QPSK MIMO ½ Rate QPSK xRT ¼ Rate QPSK xRT
Integrated Split Antenna	
TX Gain	23 dBi
RX Gain	23 dBi
Beamwidth	6°
Front-to-Back Ratio	70 dB
Polarity	Dual-Slant Polarization
Cross-Polarity Isolation	> 28 dB

airFiber 5000 Series Capacity (Mbps)						
Rate	Modulation	Channel Width (MHz)				
		10	20	30	40	50
10x	1024 QAM MIMO	256.0	512.0	768.0	1024.0	1280.0
8x	256 QAM MIMO	204.8	409.6	614.4	819.2	1024.0
6x	64 QAM MIMO	153.6	307.2	460.8	614.4	768.0
4x	16 QAM MIMO	102.4	204.8	307.2	409.6	512.0
2x	QPSK MIMO	51.2	102.4	153.6	204.8	256.0
1x	½ Rate QPSK xRT	25.6	51.2	76.8	102.4	128.0
¼x	¼ Rate QPSK xRT	6.4	12.8	19.2	25.6	32.0

airFiber[®] 24

Superior 24 GHz Performance

airFiber AF-24/AF-24HD provides a breakthrough in 24 GHz backhaul performance.

Systems for millimeter-wave frequencies typically experience RF losses when part of the RF is lost in the switches and filters.

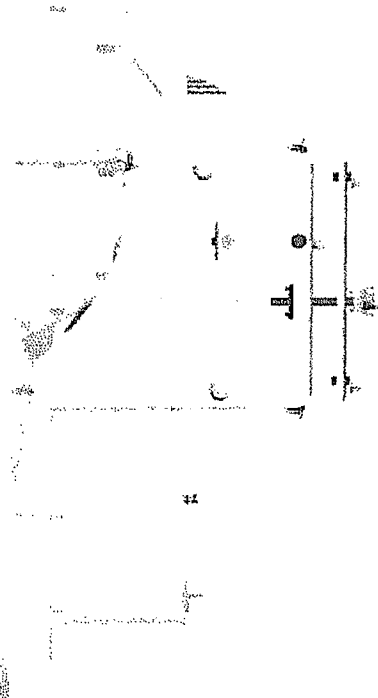
The Ubiquiti R&D team eliminated such RF losses with separate yet integrated TX and RX antennas, so the link budget is robust and the airFiber AF-24/AF-24HD has better noise figure and higher transmit power efficiency.

Two airFiber 24 GHz Models

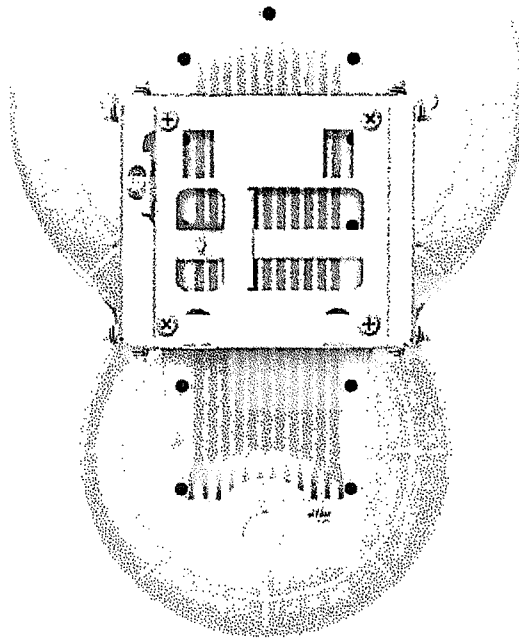
Two models deliver superior speed with spectral efficiency in the worldwide, license-free, 24 GHz radio band.

The standard model, AF-24, delivers up to 1.5+ Gbps throughput at a range of up to 13+ km.

The heavy-duty model, AF-24HD, provides more throughput at up to 2 Gbps and increased range of up to 20+ km. It also includes a more rugged exterior with a metal reflector, to protect against nature's harshest elements.



Side



Back

1.5+ Gbps

Real Data Throughput

24 GHz
License-Free

13+ km

Extreme Range

HDD
TDD FDD

Specifications

Model: AF-24	
Operating Frequency	24.05 – 24.25 GHz*
Dimensions	
Radio	649 x 426 x 303 mm (25.55 x 16.77 x 11.93")
Box	725 x 520 x 410 mm (28.54 x 20.47 x 16.14")
Weight	
Radio (Mount Included)	10.5 kg (23.15 lb)
Box	17 kg (37.48 lb)
Max. Power Consumption	50 W
Power Supply	50V, 1.2A PoE GigE Adapter (Included)
Power Method	Passive Power over Ethernet
Supported Voltage Range	+42 to +58VDC, -48VDC
Certifications	CE, FCC, IC
Wind Loading	480 N @ 200 km/hr (108 lbf @ 125 mph)
Wind Survivability	200 km/hr (125 mph)
Mounting	Pole Mount Kit (Included)
Operating Temperature	-40 to 55° C (-40 to 131° F)
LEDs	(8) Status LEDs: Data Port Speed Data Port Link/Activity Configuration Port Speed Configuration Port Link/Activity GPS Synchronization Modulation Mode Master/Slave RF Status (1) Two-Digit LED Display Calibrated in dBm
Interface	
Data Port	(1) 10/100/1000 Ethernet Port
Configuration Port	(1) 10/100 Ethernet Port
Auxiliary Port	(1) RJ-12, Alignment Tone Port
System	
Maximum Throughput	1.5+ Gbps
Maximum Range	13+ km
Packets per Second	> 1 Million
Encryption	128-Bit AES
Uplink/Downlink Ratio	50% Fixed
Latency	
Full Duplex Mode	< 200 µs at Full Throughput
Half Duplex Mode	< 2 ms at Full Throughput

* Two 100 MHz channels are available: 24.1 GHz (24.05-24.15 GHz) and 24.2 GHz (24.15-24.25 GHz)

Model: AF-24 Relative Sensitivity			
Modulation	Sensitivity	FDD Capacity*	TDD Capacity*
64QAM	-66 dBm	1500 Mbps	760 Mbps
16QAM	-72 dBm	1000 Mbps	507 Mbps
QPSK MIMO	-78 dBm	500 Mbps	253 Mbps
QPSK SISO	-80 dBm	250 Mbps	127 Mbps
¼x QPSK SISO	-87 dBm	62.5 Mbps	31.7 Mbps

* FDD = (2) 100 MHz channels and TDD = (1) 100 MHz channel

airFiber AF-24 Radio Frequency

GPS Transceiver	GPS Clock Synchronization
EIRP	~33 dBm (FCC/IC), ~20 dBm (CE), ~40 dBm (Other Regions)
Frequency Accuracy	±2.5 ppm without GPS Synchronization ±0.2 ppm with GPS Synchronization
Channel Bandwidth	100 MHz
Operating Channels	24.1 GHz, 24.2 GHz
Modulation	64QAM MIMO 16QAM MIMO QPSK MIMO QPSK SISO ¼x QPSK SISO
Integrated Split Antenna	
TX Gain	33 dBi
RX Gain	38 dBi
Beamwidth	< 3.5°
Front-to-Back Ratio	70 dB
Polarity	Dual-Slant Polarization
Cross-Polarity Isolation	> 28 dB

airFiber AF-24 Capacity (Mbps)

Rate	Modulation	100 MHz Channel Width*
6x	64 QAM MIMO	1500.0
4x	16 QAM MIMO	1000.0
2x	QPSK MIMO	500.0
1x	QPSK SISO	250.0
¼ x	¼ QPSK SISO	62.5

* Aggregated capacity in Full-Duplex mode



airFiber[®] 24 HD

DATASHEET

airFiber

Best-in-Class Performance and Range

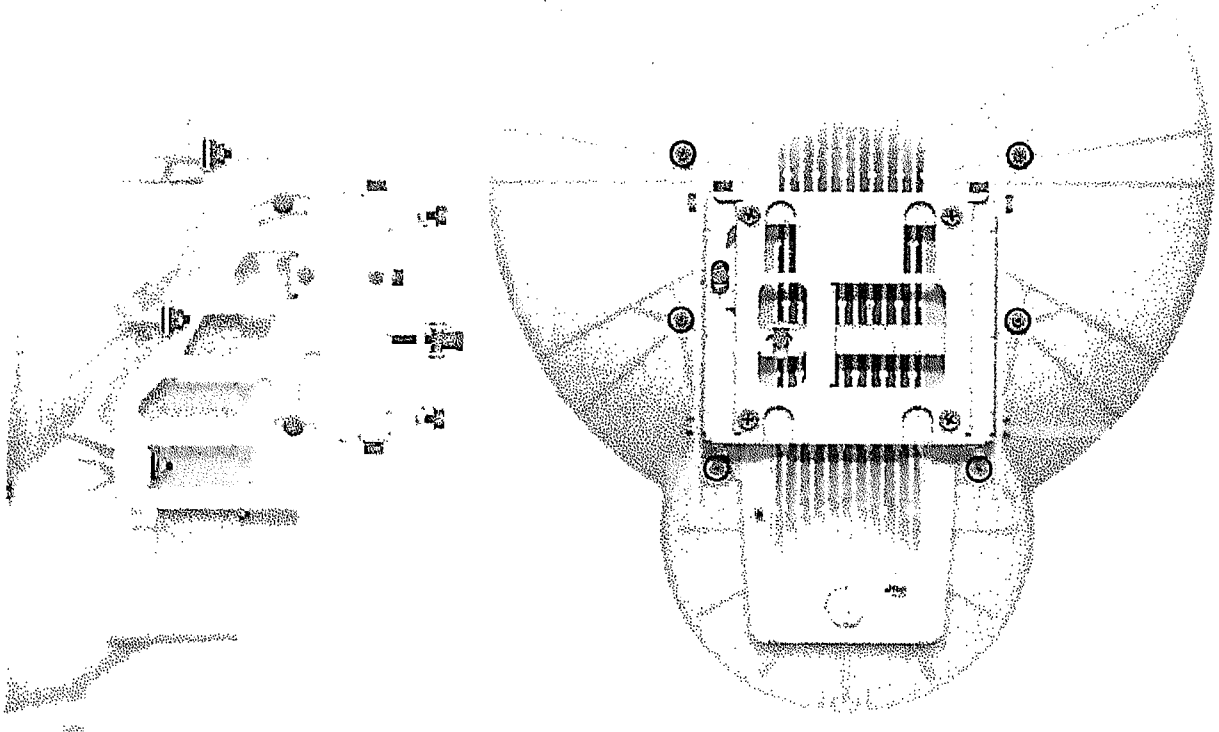
Our INVICTUS custom silicon dramatically improves wireless performance. The AF-24HD model supports the dense modulation rates, up to 256QAM, that are required for high data rates, up to 2 Gbps.

The airFiber AF-24/AF-24HD features the most powerful automatic compensation for path loss degradation due to rain fade, so it provides the best range among 24 GHz products and allows for constellation threshold extension.

Robust Mechanical Assembly

An independent lab has tested the airFiber mechanical assembly to meet MIL-STD-810G, a rigorous United States MIL-STD (Military Standard) that defines a variety of challenging environmental conditions.

The mechanical assembly has also undergone vibration testing using an extended version of IEC 60068-2-6, an environmental standard of the IEC (International Electrotechnical Commission).



Side

Back

2 Gbps
Real Data Throughput

24 GHz
License-Free

20+ km
Extreme Range

HDD
TDD FDD

Specifications

airFiber AF 241HR

Operating Frequency	24.05 – 24.25 GHz
Dimensions	
Radio	593 x 768 x 370 mm (23.35 x 30.24 x 14.57")
Box	796 x 696 x 49.5 mm (31.34 x 27.40 x 1.95")
Weight	
Radio (Mount Included)	17.3 kg (38.14 lb)
Box	25.5 kg (56.22 lb)
Max. Power Consumption	50 W
Power Supply	50V, 1.2A PoE GigE Adapter (Included)
Power Method	Passive Power over Ethernet
Supported Voltage Range	+42 to +58VDC, -48VDC
Certifications	CE, FCC, IC
Wind Loading	770 N @ 200 km/hr (170 lbf @ 125 mph)
Wind Survivability	200 km/hr (125 mph)
Mounting	Pole Mount Kit (Included)
Operating Temperature	-40 to 55° C (-40 to 131° F)
LEDs	(8) Status LEDs: Data Port Speed Data Port Link/Activity Configuration Port Speed Configuration Port Link/Activity GPS Synchronization Modulation Mode Master/Slave RF Status (1) Two-Digit LED Display Calibrated in dBm
Interface	
Data Port	(1) 10/100/1000 Ethernet Port
Configuration Port	(1) 10/100 Ethernet Port
Auxiliary Port	(1) RJ-12, Alignment Tone Port
System	
Maximum Throughput	2 Gbps
Maximum Range	20+ km
Packets per Second	1+ Million
Packets per Second	> 1 Million
Encryption	128-Bit AES
Uplink/Downlink Ratio	50% Fixed
Latency	
Full Duplex Mode	< 200 μ s at Full Throughput
Half Duplex Mode	< 2 ms at Full Throughput

airFiber AF 241HR Capacity

Modulation	Sensitivity	FDD Capacity*	TDD Capacity*
256QAM	-60 dBm	2000 Mbps	1024 Mbps
64QAM	-66 dBm	1500 Mbps	760 Mbps
16QAM	-72 dBm	1000 Mbps	507 Mbps
QPSK MIMO	-78 dBm	500 Mbps	253 Mbps
QPSK SISO	-80 dBm	250 Mbps	127 Mbps
¼x QPSK SISO	-87 dBm	62.5 Mbps	31.7 Mbps

* FDD = (2) 100 MHz channels and TDD = (1) 100 MHz channel

airFiber AF 24HD Radio Frequency

GPS	GPS Clock Synchronization
Transceiver	
EIRP	~33 dBm (FCC/IC), ~20 dBm (CE), ~40 dBm (Other Regions)
Frequency Accuracy	±2.5 ppm without GPS Synchronization ±0.2 ppm with GPS Synchronization
Channel Bandwidth	100 MHz
Operating Channels	24.1 GHz, 24.2 GHz
Modulation	256QAM MIMO 64QAM MIMO 16QAM MIMO QPSK MIMO QPSK SISO ¼x QPSK SISO
Integrated Split Antenna	
TX Gain	33 dBi
RX Gain	40 dBi
Beamwidth	< 3.5°
Front-to-Back Ratio	70 dB
Polarity	Dual-Slant Polarization
Cross-Polarity Isolation	> 28 dB

airFiber AF 24HD Capacity (Mbps)

Rate	Modulation	100 MHz Channel Width*
8x	256 QAM MIMO	2000.0
6x	64 QAM MIMO	1500.0
4x	16 QAM MIMO	1000.0
2x	QPSK MIMO	500.0
1x	QPSK SISO	250.0
¼x	¼ QPSK SISO	62.5

* Aggregated capacity in Full-Duplex mode

Specifications are subject to change. Ubiquiti products are sold with a limited warranty described at: www.ubnt.com/support/warranty
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www.ubnt.com

RESOLUTION NO.17-227

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH HITEK COMMUNICATIONS, INC., FOR THE CATC SECURITY IMPROVEMENTS, PROJECT NO. 17-009

WHEREAS, the City of Casper desires to enter into a professional services agreement with Hitek Communications, Inc. to install a network connection and security cameras at the CATC Campus.; and,


WHEREAS, Hitek Communications, Inc., is able and willing to provide those services specified as the CATC Security Improvements, Project No. 17-009; and,

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a professional services agreement with Hitek Communications, Inc., for those services, in the amount of Twenty-Two Thousand Seven Hundred Twenty-Two and 00/100 Dollars (\$22,722.00).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions throughout the project, retaining those amounts prescribed by the agreement, equal to an amount not to exceed Twenty-Two Thousand Seven Hundred Twenty-Two and 00/100 Dollars (\$22,722.00).

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2017.

APPROVED AS TO FORM:




ATTEST:


Fleur D. Tremel
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Kenyne Humphrey
Mayor

November 7, 2017

MEMO TO: J. Carter Napier, City Manager 

FROM: Andrew Beamer, Public Services Director 
Carolyn Griffith, Recreation Manager
BLu McGrath, Recreation Supervisor

SUBJECT: Authorizing an Agreement with the St Anthony's Tri-Parish Catholic School for Use of the Casper Ice Arena

Meeting Type & Date

Regular Council Meeting
Dec 5, 2017

Action type

Minute Action

Recommendation

That Council, by minute action, authorize a lease agreement with St Anthony's Tri-Parish Catholic School for use of the Casper Ice Arena.

Summary

A resolution is prepared for Council's consideration. A lease agreement with St Anthony's Tri-Parish Catholic School (SAS) for the use of the Ice Arena is being submitted to Council for approval. The proposed agreement is similar to the other User Group lease agreements with no changes except to the schedule of ice times.

Fees applicable to ice time utilized by SAS are addressed in the current Fee Resolution for the Casper Ice Arena.

Exhibit "A" reflects the proposed schedule and fee changes for user groups in 2017-18. Schedules change annually based on SAS participation numbers. The attached Exhibit "A" has been completed in coordination with Ice Arena management.

Financial Considerations

Estimated annual revenue associated with ice time used by the SAS is \$5400.

Oversight/Project Responsibility

BLu McGrath—Recreation Supervisor, Public Services

Attachments

Lease Agreement with St Anthony's Tri-Parish Catholic School
Exhibit A
Resolution

LEASE AGREEMENT

THIS AGREEMENT is made and entered into on this ____ day of _____, 2017, by and between the City of Casper, a Wyoming municipal corporation (the "City") whose principal offices are located at 200 N. David St., Casper, Wyoming 82601 and St Anthony's Tri-Parish Catholic School, a Wyoming non-profit corporation ("SAS"), located at 1145 W. 20th St, Casper, Wyoming 82604.

WITNESSETH:

WHEREAS, the City owns and operates the Casper Ice Arena, located at 1801 East Fourth Street, Casper, Wyoming (the "Arena"); and

WHEREAS, SAS desires to enter into a nonexclusive lease of the Arena and to reach other accommodations with the City, and the City is willing to enter a nonexclusive lease to the Arena and to define associated obligations of the parties as set forth herein.

NOW, THEREFORE, in consideration of the premises and the mutual promises and covenants contained herein, it is agreed:

1. The Lease. The City hereby leases to SAS and SAS agrees to lease the Arena on a nonexclusive basis, according to the terms and conditions hereinafter set forth.
2. Term. The term of this lease shall commence on December 5, 2017, and end on June 30, 2018. SAS shall have the option to extend this lease for up to three (3) additional one (1) year terms, each under the same terms and conditions contained herein, until June 30, 2021, at which time this lease shall terminate between the parties. SAS shall give the City written notice of the election to exercise this option to extend this lease at least sixty (60) days prior to June 30, 2018, and at least sixty (60) days prior to the end of each annual lease extension thereafter. PROVIDED, HOWEVER, the City shall have the right, within thirty (30) days after receiving notice of lease extension to give written notice to SAS that the City rejects said lease extension, and in such event this lease shall expire and terminate on June 30th of the then current lease term.
3. Rent. SAS shall pay rent to the City as follows:
 - a. The SAS skating schedule, special events, and hourly rental fee of one hundred twenty-five dollars (\$125.00), are listed in Exhibit "A". If this agreement is renewed, pursuant to Section 2, Exhibit "A" will be revised for each annual lease extension. Hourly rental fees are subject to change each year by a resolution approved by the City Council.
 - b. If additional times are requested by SAS and approved by the City, SAS will pay the City the appropriate rate as described in subsection 3.a. Scheduling of

additional times is subject to Arena availability and other schedule commitments and solely at the discretion of the City.

- c. Cancellations of scheduled times will be allowed, and rent will be adjusted downward, provided that a cancellation notice is provided in writing to the City at least seven (7) days prior to the scheduled event. Furthermore, adjustments to rent will be made by the City, if, in its judgment, an event is canceled as a result of inclement weather or other circumstances beyond the reasonable control of SAS which prevents advance notification of the City.
4. Payment. The City shall invoice SAS, on a monthly basis, for ice used during the preceding month, in accordance with the rate identified in Exhibit "A". SAS shall pay rent to the City within thirty (30) business days after the date on the invoice. Rent not received on time is subject to a one and one half percent (1½ %) per month late fee.
5. Concessions. The City shall operate the food and beverage concession facility of the Arena during all of SAS functions as the City determines appropriate, and the City shall have the sole right to all proceeds from sales through the concession facility. SAS will not bring food or beverage into the arena or communicate to others any direct or implied authority to bring food or beverage into the arena without the prior written approval of the Public Services Director or his designated appointee. However, during special events, identified in Exhibit "A", SAS may bring in food and beverage items for free distribution. Items may be distributed and consumed only in the Arena upstairs meeting room.
6. Sale of School Merchandise. SAS shall have the sole and exclusive right to sell, grant permission to sell by commercial vendors, and market in the Arena the merchandise, programs and souvenirs of SAS. SAS shall have the sole right to all proceeds from sales of said items, provided commercial vendors pay the appropriate permit fee to the City, and provided such merchandise is not similar in nature to items stocked by the vendor operating the Ice Arena Pro Shop. The sales location must be approved in advance by the Public Services Director or his designated appointee.
7. Promotional Activities During Events. Written notice of all promotional activities will be supplied by SAS to the City, at least seven (7) days in advance of the proposed activity. All promotions are subject to prior approval by the Public Services Director or his designated appointee. SAS shall have the sole and exclusive right to conduct promotional activities during its events. The proceeds from said activities shall belong solely to SAS, less any expenses directly incurred by the City as a result of the promotion.
8. Insurance, Indemnification and Immunity. SAS agrees to indemnify and hold the City harmless from any and all claims arising out of SAS's use and/or occupancy of the Arena and/or other City facilities described in this Lease Agreement. To ensure its ability to indemnify the City as agreed, SAS will obtain, at its own cost and expense, general liability insurance coverage in amounts not less than the City's maximum liability under

the Wyoming Governmental Claims Act, W.S. § 1-39-101 et seq., currently two hundred fifty thousand dollars (\$250,000.00) to any claimant for any number of claims arising out of a single transaction or occurrence, and five hundred thousand dollars (\$500,000.00) for all claims of all claimants arising out of a single transaction or occurrence. SAS shall also provide property damage insurance in the sum of not less than two hundred fifty thousand dollars (\$250,000) per occurrence. Such insurance shall provide that it will not be canceled or limits reduced without prior written notification to the City, that the City is an additional named insured thereunder, and that it is primary insurance without any right of contribution from any other resource or insurance. SAS shall provide the City with certificates evidencing such insurance as described above immediately after execution of this Agreement and prior to commencing any use of the property. SAS shall further provide the City with copies of its insurance policy(s) and/or policy endorsements listing the City, its City Council, City Manager, officers, employees, agents, volunteers, and sub-contractors as additional insureds. The City's failure to request or review such policies, endorsements, and certificates shall not affect the City's rights or SAS's obligations hereunder.

SAS understands and agrees that it is entirely the obligation of SAS to provide insurance for its personal property and worker's compensation insurance for all of SAS's employees as provided by law. The City assumes no responsibility for such property.

9. Notices. Any notice by either party shall be in writing and shall be considered to be duly given if delivered personally or if mailed by certified mail, postage prepaid, addressed as follows:

City of Casper
Recreation Division
1801 East Fourth Street
Casper, Wyoming 82601

St Anthony's Tri-Parish Catholic School
1145 W. 20th ST
Casper, Wyoming 82604

With a copy to:
City of Casper
C/o Public Services Director
200 N. David St.
Casper, WY 82601

10. Binding Effect. This agreement shall inure to the benefit of and be binding upon the parties hereto, their respective successors and assigns. SAS may not assign its interest in the lease to any other party without prior written approval from the Casper City Council.
11. Laws and Regulations. SAS shall be solely responsible for compliance with all laws, orders and regulations of federal, state, county and municipal authorities and shall obtain all licenses and permits which may be required for the conduct of its business within the

terms of this lease. All rules and policies of the Arena will be enforced by SAS accordingly.

12. Termination of Lease Agreement. The City or SAS may terminate this Agreement anytime by providing thirty (30) days written notice to City or SAS of intent to terminate said contract. Notwithstanding the above, the SAS shall not be relieved of liability to the City through damages sustained by the City, by virtue of termination of the Agreement by SAS or any breach of the Agreement by SAS.
13. Wyoming Governmental Claims Act. The City does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 et seq., and the City specifically reserves the right to assert any and all rights, immunities, and defenses it may have pursuant to the Wyoming Governmental Claims Act.
14. No Third Party Beneficiary Rights. The parties to this Lease Agreement do not intend to create in any other individual or entity the status of third-party beneficiary, and this Lease Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Lease Agreement shall operate only between the parties to this Lease Agreement, and shall inure solely to the benefit of the parties to this Lease Agreement. The parties to this Lease Agreement intend and expressly agree that only parties signatory to this Lease Agreement shall have any legal or equitable right to seek to enforce this Lease Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Lease Agreement, or to bring an action for the breach of this Lease Agreement.

***** Remainder of this page intentionally left blank *****

IN WITNESS WHEREOF the parties hereto have executed this Lease Agreement the day and year first above written.

APPROVED AS TO FORM:

Walker Tremel

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Kenyne Humphrey
Mayor

WITNESS:

St Anthony's Tri-Parish Catholic School

By: *Lisa Havens*
Printed name: Lisa Havens
Title: Reception

Cyndy Novotny

Cyndy Novotny
Principal

St Anthony's Tri-Parish Catholic School (SAS)

EXHIBIT "A"

2017-2018

Skating Schedule

Weekly Ice Times:

Days	Dates	Ice Time	Rate Per Hour
Mondays	Dec 5, 2017--Jan 29, 2018	3:00-4:00pm	\$ 125.00
Tuesdays	Dec 5, 2017--Jan 30, 2018	3:15-5:15pm	\$ 125.00
Wednesdays	Dec 5, 2017--Jan 31, 2018	3:00-4:00pm	\$ 125.00
Saturday	December 16, 2017	5:45pm-7:00pm	\$ 125.00
Saturday	January 20, 2018	10:00am-11:30am	\$ 125.00
Saturday	January 20, 2018	3:15-4:45pm	\$ 125.00

Exeptions

December 20, 2017--Jan 3, 2018 -no ice

Upstairs Meeting Room:

SAS may use the upstairs meeting room at no charge subject to availability.

RESOLUTION NO. 17-228

A RESOLUTION AUTHORIZING A LEASE AGREEMENT WITH THE ST. ANTHONY TRI-PARISH CATHOLIC SCHOOL FOR USE OF THE CASPER ICE ARENA.


WHEREAS, the City of Casper is owner and operator of the Casper Ice Arena; and,

WHEREAS, St Anthony's Tri-Parish Catholic School desires to lease the Casper Ice Arena for practice and game times.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a lease agreement with St Anthony's Tri-Parish Catholic School, for use of the Casper Ice Arena.

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2017.

APPROVED AS TO FORM:




ATTEST:


CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Kenyne Humphrey
Mayor

November 13, 2017

MEMO TO: J. Carter Napier, City Manager 

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

SUBJECT: Four documents relating to the closure and eventual disposition of Grant Elementary School.

Meeting Type & Date: Regular City Council meeting, December 5, 2017.

Action type(s): Separate resolutions to approve each of the following: (1) A *Dedication* of street right of way; (2) A *Corrective Quitclaim Deed*; (3) An *Amendment to the Lease Agreement*; (4) An *Access Easement* agreement.

Recommendation: That Council, by resolution, approve the four, separate documents listed above, and authorize the Mayor to execute each of them.

Summary: Natrona County School District No. 1 (District) will be closing Grant elementary school permanently at the end of the year or thereafter. In preparation for its eventual disposition, the District discovered four issues related to the property, which it desires to resolve with the City.

1. City Encroachment on District Property. On the East side of the District property, the right-of-way for Oakcrest Avenue encroaches with the width of approximately 60 feet onto District property.

Solution: The District can dedicate the land upon which Oakcrest Avenue encroaches to the City for the purpose of street right-of-way. A dedication document and an accompanying resolution have been prepared for your review and approval.

2. Scrivener's Error in a Deed. In 1923, the City gave the District a deed for property that was used for the Grant Elementary School site. In 1951 the City gave the District a quitclaim deed for a trapezoidal shaped piece of property immediately to the west of the original school property. The two deeded parcels, together, were intended to form a single, contiguous parcel of District property. However, a scrivener's error was made in the legal description of the 1951 deed, causing an unintended gap of approximately ten and one-half feet between the original parcel granted to the District and the second parcel granted to the District. The parties desire to fix the scrivener's error and close the gap between the two parcels.

Solution: The City can provide a corrective quitclaim deed from the City to the District. A corrective quitclaim deed and an accompanying resolution have been prepared for your review and approval.

3. Unnecessary Lease of Property. On May 20, 2014, the Lessor and the Lessee entered into a Lease Agreement (“Lease”) for City owned property, which was recorded in the Natrona County Clerk’s office as Instrument No. 972832 on June 11, 2014. The purpose of the Lease was to allow parking lots, playgrounds and various other uses at several schools, including Grant Elementary. With the upcoming closure of Grant Elementary School, the lease for the Grant Elementary School Parking Lot is no longer needed.

Solution: The parties can amend the lease to remove the use of the Grant Elementary School parking lot from the Lease. An amendment to the Lease Agreement and an accompanying resolution have been prepared for your review and approval.

4. Access Easement. The parties have identified a City owned, jointly used piece of property on the south side of the District property. The City uses the property for access to the north part of the golf course, and the District uses the property for access to its pump house, which is immediately south of the District property. The District wants to continue to use the access as it has historically, and will maintain the access easement at its sole cost and expense.

Solution: The City can grant a permanent access easement to the District on the City owned property described above, which would allow the District access.

Financial Considerations: None.

Oversight/Project Responsibility: Recording the executed documents will be handled by Craig Collins or his designee in the City’s Community Development Department.

Attachments: (1) *Corrective Quitclaim Deed* and accompanying resolution.
(2) *Dedication* and accompanying resolution.
(3) *Amendment to the Lease Agreement* and accompanying resolution.
(4) *Access Easement* and accompanying resolution.

CORRECTIVE QUITCLAIM DEED

The City of Casper, Wyoming, a Wyoming Municipal Corporation, whose principal offices are located at 200 North David, Casper, Wyoming, 82601, as Grantor, for and in consideration of Grantee dedicating a street right-of-way for Oakcrest Avenue, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby conveys and quitclaims to Natrona County School District No. 1, 970 North Glenn Road, Casper, Wyoming 82601, Grantee herein, all interest in the following described real estate, situate in Natrona County and State of Wyoming, to-wit:

See Exhibits "A" and "B" attached hereto and by this reference made a part hereof, subject to restrictions, reservations and easement of record and including all after-acquired title.

This Corrective Quitclaim Deed corrects a typographical error contained in the legal description of that Quitclaim Deed recorded in the Office of the Clerk of Natrona County, Wyoming, on September 25, 1951, as Instrument Number 643805, Book 137 of Deeds, page 485.

DATED this _____ day of _____, 2017.

APPROVED AS TO FORM:

Walter Tremble
Attorney for the City

**THE CITY OF CASPER
WYOMING:**

By: _____
Kenyne Humphrey
Mayor

ATTEST:

City Clerk

STATE OF WYOMING)
) SS.
COUNTY OF NATRONA)

This instrument was acknowledged before me this _____ day of _____, 2017, by Kenyne Humphrey as Mayor of the City of Casper, Wyoming, a Wyoming municipal corporation.

Notary Public

My Commission Expires: _____

Corrective Quitclaim Deed
Exhibit A

A Parcel located in and being a portion of the NE1/4NE1/4, Section 16, Township 33 North, Range 79 West of the Sixth Principal Meridian, Natrona County, Wyoming and being more particularly described by metes and bounds as follows:

Beginning at the northeasterly corner of the Parcel being described and a point in the northerly line of said NE1/4NE1/4, Section 16 and from which point the northeasterly corner of said NE1/4NE1/4, Section 16 bears East, 300.00 feet; thence along the northerly line of said Parcel and NE1/4NE1/4, Section 16, West, 162.05 feet to the northwesterly corner of said Parcel; thence along the westerly line of said Parcel, into said NE1/4NE1/4, Section 16, S.6°08'00"W., 593.88 feet to the southwesterly corner of said Parcel; thence along the southerly line of said Parcel, S.88°58'00"E., 225.54 feet to the southeasterly corner of said Parcel and a point of intersection with the westerly line of that certain Tract identified as the Grant School Tract depicted on Exhibit B attached hereto and by the reference made a part hereof; thence along the easterly line of said Parcel and the westerly line of said Grant School Tract, North, 594.55 feet to the Point of Beginning and containing 2.64 acres, more or less, as depicted on said Exhibit B.

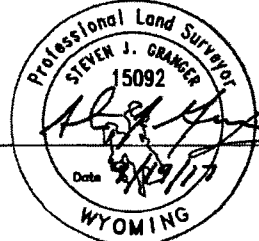
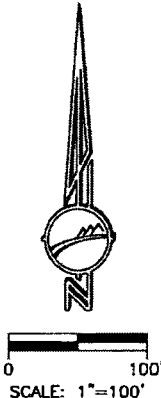
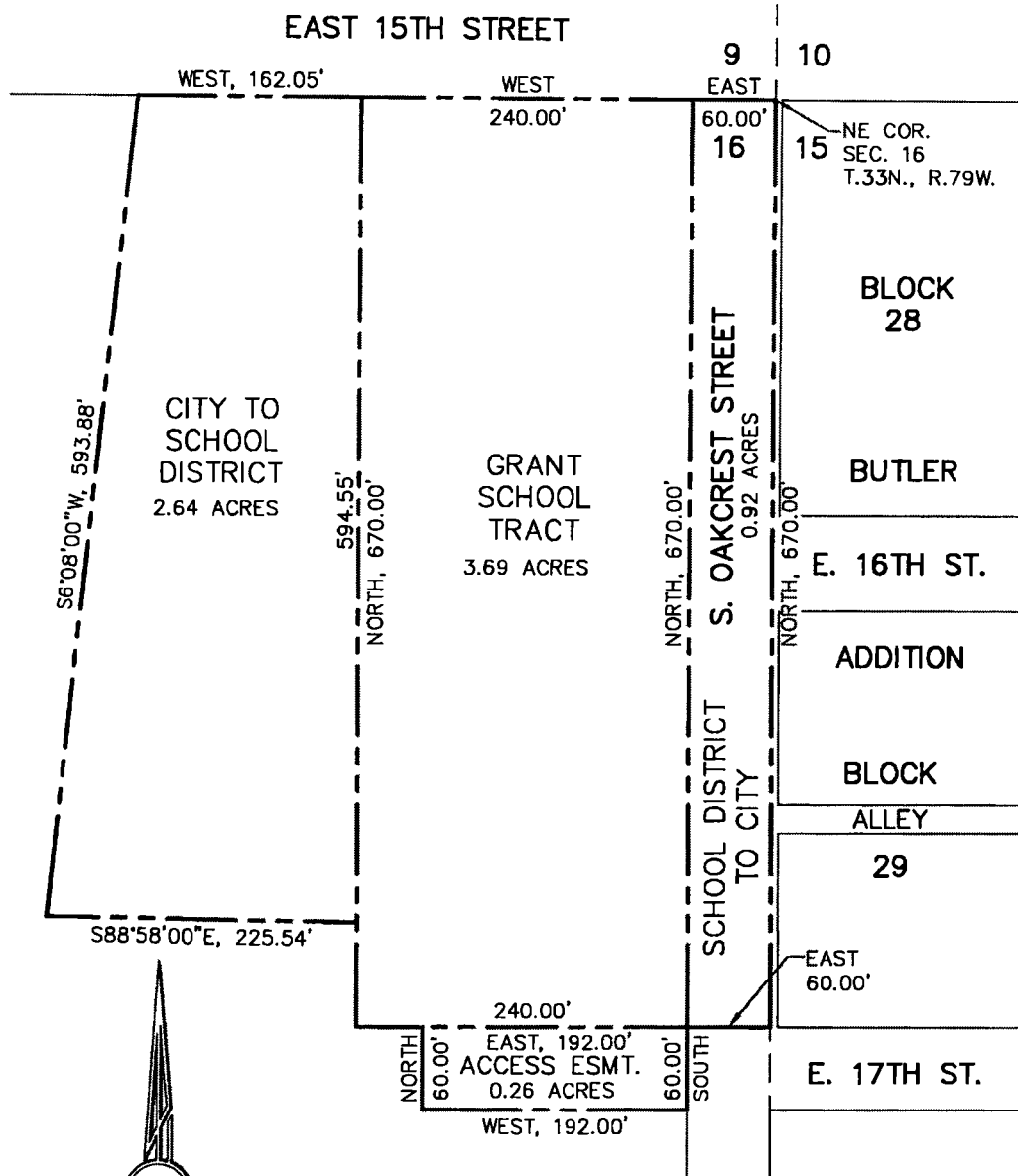
EXHIBIT B TO CORRECTIVE QUITCLAIM DEED

WLC ENGINEERING, SURVEYING & PLANNING
 200 PRONGHORN STREET, CASPER, WYOMING 82601
 FOR

Client NATRONA COUNTY SCHOOL DISTRICT #1 Address 970 N. GLENN ROAD
 City CASPER State WYOMING Zip 82604

PROPERTY LOCATION PLAT

NE1/4NE1/4 Section 16, T. 33 N., R. 79 W., 6th Principal Meridian, Wyoming
 Lot _____ Block _____ Subdivision _____
 City CASPER County NATRONA State WYOMING



Date: 9-14-17
 W.O. No. 16217-04
 SUBSISTING RECORDS
 Drawn By: KRM
 Acad File: CORRECTIVE GRANT SCHOOL

RESOLUTION NO.17-229

A RESOLUTION AUTHORIZING THE GRANT OF A CORRECTIVE QUITCLAIM DEED FROM THE CITY OF CASPER, WYOMING, TO THE NATRONA COUNTRY SCHOOL DISTRICT NO.1

WHEREAS, in 1923, the City gave the school district a deed for property that was used for the Grant Elementary School site; and,

WHEREAS, in 1951 the City gave the school district a quitclaim deed for a trapezoidal shaped piece of property immediately to the west of the original school property; and,

WHEREAS, the two deeded parcels, together, were intended to form a single, contiguous parcel of School District property; and,

WHEREAS, this year, in preparation for the closure and sale of Grant School Elementary, it was discovered that there is a unintended gap of approximately ten and one-half feet between the original parcel granted to the School District and the second parcel granted to the School District; and,

WHEREAS, the parties desire to fix the scrivener's error and close the gap between the two parcels with a corrective quitclaim deed from the City to Natrona County School District No. 1.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a corrective quitclaim deed from the City of Casper, Wyoming, to the Natrona County School District No. 1.

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2017.

APPROVED AS TO FORM:

Walke Tremel

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Kenyne Humphrey
Mayor

DEDICATION

This Dedication is made by Natrona County School District No. 1 having its administrative offices at 970 North Glenn Road, Casper, Wyoming 82604 (“Owner”) to the public and the City of Casper, a municipal corporation, having its administrative offices at 200 North David Street, Casper, Wyoming 82601 (the “City”).

WHEREAS, Owner is the owner of certain real property (the “Property”) described herein; and

WHEREAS, it is the desire and intent of Owner to grant and dedicate the Property to the public and the City for use as a public street in accordance with this Dedication and the laws of Wyoming; and

WHEREAS, several other transaction are simultaneously occurring between the Grantor and Grantee regarding the Grantee’s preparation for possible sale of the Grant Elementary School site, and consideration has been granted by each party to the other, the receipt and sufficiency of which is hereby acknowledged, including, but not limited to: (1) Grantor is providing a corrective deed to close a gap in the legal description, which should clear a title defect for the sale of the property; (2) Grantee is granting an access easement to the Grantor on the south side of the Grant Elementary School site; and, (3) the parties are amending a lease agreement between them to remove certain property adjacent to the Grant Elementary School site.

NOW, THEREFORE, Owner grants and dedicates to the public and the City the Property for public street and right-of-way purposes. The Property is described as follows:

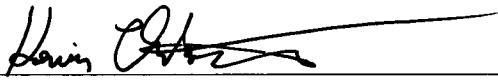
A Parcel located in and being a portion of the NE1/4NE1/4, Section 16, Township 33 North, Range 79 West of the Sixth Principal Meridian, Natrona County, Wyoming and being more particularly described by metes and bounds as follows:

Beginning at the northeasterly corner of the Parcel being described and said NE1/4NE1/4, Section 16; thence along the northerly line of said Parcel and NE1/4NE1/4, Section 16, West, 60.00 feet to the northwesterly corner of said Parcel; thence along the westerly line of said Parcel and into said NE1/4NE1/4, Section 16, South, 670.00 feet to the southwesterly corner of said Parcel; thence along the southerly line of said Parcel, East, 60.00 feet to the southeasterly corner of said Parcel and a point of intersection with the easterly line of said NE1/4NE1/4, Section 16; thence along the easterly line of said Parcel and NE1/4NE1/4, Section 16, North, 670.00 feet to the Point of Beginning and containing 0.92 acres, more or less, as depicted on the Property Location Plat attached and made a part hereof.

This Dedication is with the free will and consent of, and in accordance with the desire of Owner, and is made in accordance with the laws of the State of Wyoming.

Dated this 31 day of October, 2017.

**BOARD OF TRUSTEES, NATRONA COUNTY
SCHOOL DISTRICT NO. 1**

By: 
Kevin Christopherson, Chairman

ATTEST:


Debbie McCullar, Clerk

ACCEPTANCE

This Dedication is approved and accepted by the City of Casper, Wyoming.

Dated: _____, 2017

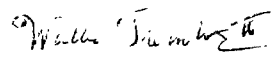
**CITY OF CASPER, WYOMING, a Municipal
Corporation**

By: _____
Kenyne Humphrey, Mayor

ATTEST:

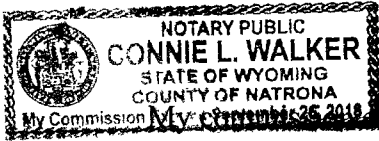
Fleur D. Tremel, City Clerk

Approved as to Form:


City Attorney

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me on October 31,
2017, by Kevin Christopherson as the Chairman of the Board of Trustees for Natrona County
School District No. 1.



Connie L. Walker
NOTARY PUBLIC

My Commission Expires: September 26, 2018

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me on _____,
2017, by Kenyne Humphrey, as the Mayor of the City of Casper, Wyoming.

NOTARY PUBLIC

My commission expires:

RESOLUTION NO.17-230

A RESOLUTION ACCEPTING A DEDICATION OF THE RIGHT-OF-WAY FOR OAKCREST AVENUE FROM THE THE NATRONA COUNTRY SCHOOL DISTRICT NO. 1.

WHEREAS, Natrona County School District No. 1 (District) is closing Grant School Elementary at the end of this year; and,

WHEREAS, in preparation for the eventual disposition of the property, the District discovered that the street right-of-way for Oakcrest Avenue encroaches with a width of approximately sixty feet onto District property; and,


WHEREAS, the District has agreed to dedicate the land upon which Oakcrest Avenue encroaches to the City for the purpose of street right of way; and,

WHEREAS, the City wants to accept the dedication of property for use as a street right of way.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the dedication of the street right of way to the City of Casper, Wyoming, from Natrona Country School District No. 1 is hereby accepted.

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2017.

APPROVED AS TO FORM:



ATTEST:

Fleur D. Tremel
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Kenyne Humphrey
Mayor

AMENDMENT TO THE LEASE AGREEMENT

This Amendment to the Lease Agreement (“Amendment”) is entered into on this _____ day of _____, 2017, by and between the following parties:

1. The City of Casper, Wyoming, a Wyoming municipal corporation, hereinafter referred to as the “Lessor,” whose address is 200 North David Street, Casper, Wyoming 82601.

2. The Natrona County School District No. 1, hereinafter referred to as the “Lessee,” whose address is 970 North Glenn Road, Casper, Wyoming 82601.

Throughout this document, the Lessor and the Lessee may be individually referred to as a “party” or collectively referred to as the “parties.”

RECITALS

A. On May 20, 2014, the Lessor and the Lessee entered into a Lease Agreement (“Lease”) for City owned property, which was recorded in the Natrona County Clerk’s office as Instrument No. 972832 on June 11, 2014.

B. The purpose of the Lease was to allow parking lots, playgrounds and various other uses at several schools, including Grant Elementary.

C. Grant Elementary School is permanently closed, and the Grant Elementary School Parking Lot is no longer needed.

D. The parties want to remove the Grant Elementary Parking Lot from the Lease.

E. Several other transaction are simultaneously occurring between the Lessor and Lessee regarding the Lessee’s preparation for possible sale of the Grant Elementary School site, and consideration has been granted by each party to the other, the receipt and sufficiency of which is hereby acknowledged, including, but not limited to: (1) Lessor is providing a corrective deed to close a gap in the legal description, which should clear a title defect for the sale of the property; (2) Lessee is dedicating a street right-of-way for Oakcrest Avenue to the Lessor; and, (3) Lessor is granting an access easement to the Lessee on the south side of the current district property.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto agree by and between them to amend the Lease as follows:

1. INCORPORATION OF RECITALS

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

2. AMENDMENT TO SECTION 1. LEASED PREMISES

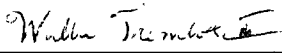
Under numbered Section 1 of the Lease (Leased Premises), the *Grant Elementary School Parking Lot* heading, plus all of the text under only that heading shall be deleted in its entirety.

3. RATIFICATION

The terms and conditions of the Lease, as modified herein, are hereby ratified by the parties and shall remain in full force and effect.

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

APPROVED AS TO FORM:



Attorney for the Lessor

ATTEST:

LESSOR
CITY OF CASPER, WYOMING
A Wyoming municipal corporation

Fleur D. Tremel
Clerk


Kenyne Schlager
Mayor

APPROVED AS TO FORM:




Attorney for the Lessee

WITNESS

LESSEE
Natrona County School District


Kevin Christopherson
Chairman, Board of Trustees



Debbie McCullar, Clerk

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me on _____,
2017, by Kenyne Humphrey, as the Mayor of the City of Casper, Wyoming.

NOTARY PUBLIC

My commission expires:

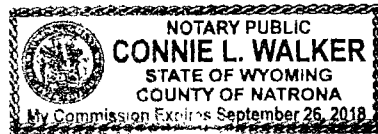
STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me on October 31,
2017, by Kevin Christopherson as the Chairman of the Board of Trustees for Natrona
County School District No. 1.

Connie L. Walker
NOTARY PUBLIC

My commission expires:

September 26, 2018



RESOLUTION NO.17-231

A RESOLUTION AUTHORIZING AN AMENDMENT TO A LEASE AGREEMENT BETWEEN THE CITY OF CASPER, WYOMING, AND NATRONA COUNTRY SCHOOL DISCTRIT NO. 1 FOR FIVE PARCELS OF CITY OWNED PROPERTY LOCATED ADJACENT TO SCHOOL SITES.

WHEREAS, on May 20, 2014, the Lessor and the Lessee entered into a Lease Agreement (“Lease”) for City owned property, which was recorded in the Natrona County Clerk’s office as Instrument No. 972832 on June 11, 2014; and,

WHEREAS, the purpose of the Lease was to allow parking lots, playgrounds and various other uses at several schools, including Grant Elementary School; and,

WHEREAS, Grant Elementary School will be permanently closed at the end of this year, and the Grant Elementary School Parking Lot is no longer needed; and,

WHEREAS, the parties wish to remove the use of the Grant Elementary School parking lot from the Lease.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, an amendment to the above-described Lease between the City of Casper, Wyoming, and the Natrona County School District No. 1.

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2017.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Kenyne Humphrey
Mayor

ACCESS EASEMENT

THIS EASEMENT AGREEMENT MADE by Natrona County School District No. 1, 970 North Glenn Road, Casper, Wyoming 82601, hereinafter referred to as "Grantee," and the City of Casper, Wyoming, a municipal corporation, 200 North David, Casper, Wyoming 82601, hereinafter referred to as "Grantor."

RECITALS

WHEREAS, Grantee has requested that Grantor provide to Grantee a non-exclusive easement for access across Grantor's property to Grantee's property, the Grant Elementary School site, as described on Exhibits "A" and "B" attached hereto.

WHEREAS, several other transaction are simultaneously occurring between the Grantor and Grantee regarding the Grantee's preparation for possible sale of the Grant Elementary School site, and consideration has been granted by each party to the other, the receipt and sufficiency of which is hereby acknowledged, including, but not limited to: (1) Grantor is providing a corrective deed to close a gap in the legal description, which should clear a title defect for the sale of the property; (2) Grantee is dedicating a street right-of-way for Oakcrest Avenue to the Grantor; and, (3) the parties are amending a lease agreement between them to remove certain property adjacent to the Grant Elementary School site.

WHEREAS, Grantor is willing to provide Grantee the requested non-exclusive easement to Grantee.

NOW, THEREFORE, the parties hereby agree as follows:

I. **GRANT OF EASEMENT; CONDITIONS.** Grantor does hereby convey unto the Grantee, its successors and assigns, a non-exclusive appurtenant easement more particularly described on Exhibit "A" attached hereto and made a part hereof, for the purpose of providing access to Grantee's property more particularly described on Exhibit "B" attached hereto and made a part hereof. The easement shall burden Grantor's property and benefit Grantee's property. Grantee shall, as a condition to the grant of this easement, at its sole cost and expense, maintain or repair surface of land affected by the easement, including a necessary curb cut onto the adjacent public right-of-way located immediately east of the easement. Grantor provides no warranty of title and this easement is subject to reservations, restrictions, covenants and conditions of record and all rights-of-way and easements, whether of record or not. The Grantee shall not use the easement for any use prohibited by or in violation of the terms of this agreement or applicable laws, rules or regulations.

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

3. **TERM OF EASEMENT.** The term of the easement shall be for so long as the easement is used for the purpose described in Paragraph 1 above. If the easement is no longer used for the purposes described in Paragraph 1 above or is abandoned in writing by the Grantee, then this easement shall automatically and unconditionally terminate and revert to the then owner or owners of the property burdened by the easement.

4. **LIABILITY.** The Grantor and Grantee do not waive any right or rights they may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 *et seq.*, by entering into this agreement and they hereby specifically reserve the right to assert any and all rights, immunities, and defenses they may have pursuant to the Wyoming Governmental Claims Act.

5. **NOTICES.** All notices required or permitted hereunder shall be given by overnight courier delivery, certified mail (return receipt requested), or hand delivery, directed as follows:

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

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

Notices shall be effective only upon actual receipt at the address provided above. Either party, by notice given as provided above, may change the address to which future notices should be sent.

6. **RECORDING.** This agreement and any amendments hereto, shall be recorded by the Grantee at its expense in the real property records of Natrona County, Wyoming.

7. **RUNNING OF BENEFITS AND BURDENS; VALIDITY.**

A. All provisions of this agreement, including the benefits and burdens, are appurtenant to and run with the land and are binding upon and inure to the benefit of the successors and assigns of the parties hereto.

B. If any provision of this agreement or the application thereof to any person or situation, to any extent, shall be held invalid or unenforceable, the remainder of this agreement and the application of such provision to persons or situations other than those to which it shall have been held invalid or unenforceable, shall not be affected thereby, but shall continue valid and unenforceable to the fullest extent permitted by law.

8. **EFFECTIVE DATE.** The effective date of this agreement shall be the later of the dates this agreement is executed by Grantor and Grantee below.

GRANTEE:
NATRONA COUNTY SCHOOL
DISTRICT NO. 1

By: *Kevin Christopherson*
Kevin Christopherson, Chairman,
Board of Trustees

Date: 10-31-17

GRANTOR:
City of Casper, Wyoming
A Wyoming Municipal Corporation

By: _____
Kenyne Humphrey, Mayor

Date: _____

Attest:

City Clerk

Approved as to Form:

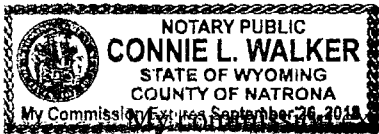
Jason Bell
Attorney for Natrona County School
District No. 1

Approved as to Form:

Walter Trumbull
Attorney for the City

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me on October 31, 2017,
by Kevin Christopherson as the Chairman of the Board of Trustees of Natrona County School
District No. 1.



Connie L. Walker
NOTARY PUBLIC

My Commission Expires: September 26, 2018

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me on _____, 2017, by
Kenyne Humphrey, as the Mayor of the City of Casper, Wyoming, a Wyoming municipal
corporation.

NOTARY PUBLIC

My commission expires:

**Access Easement
Exhibit A**

A Parcel located in and being a portion of the NE1/4NE1/4, Section 16, Township 33 North, Range 79 West of the Sixth Principal Meridian, Natrona County, Wyoming and being more particularly described by metes and bounds as follows:

Commencing at the northeasterly corner of said NE1/4NE1/4, Section 16; thence west, 60.00 feet to the northwesterly corner of S. Oakcrest Street and the northeasterly corner of that certain tract identified as the Grant School Tract depicted on Exhibit B attached hereto and by the reference made a part hereof; thence along the westerly line of said S. Oakcrest Street, the easterly line of said Grant School Tract and into said NE1/4NE1/4, Section 16, South, 670.00 feet to the northeasterly corner of the Parcel being described and the true Point of Beginning;

Thence from said Point of Beginning and along the easterly line of said Parcel and the westerly line of said S. Oakcrest Street, South, 60.00 feet to the southeasterly corner of said Parcel; thence along the southerly line of said Parcel, West, 192.00 feet to the southwesterly corner of said Parcel; thence along the westerly line of said Parcel, North, 60.00 feet to the northwesterly corner of said Parcel and a point of intersection with the southerly line of said Grant School Tract; thence along the northerly line of said Parcel and the southerly line of said Grant School Tract, East, 192.00 feet to the Point of Beginning and containing 0.26 acres, more or less, as depicted on said Exhibit B.

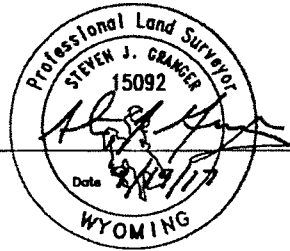
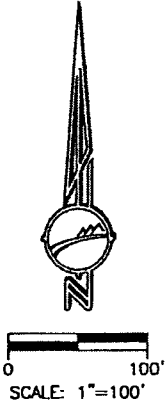
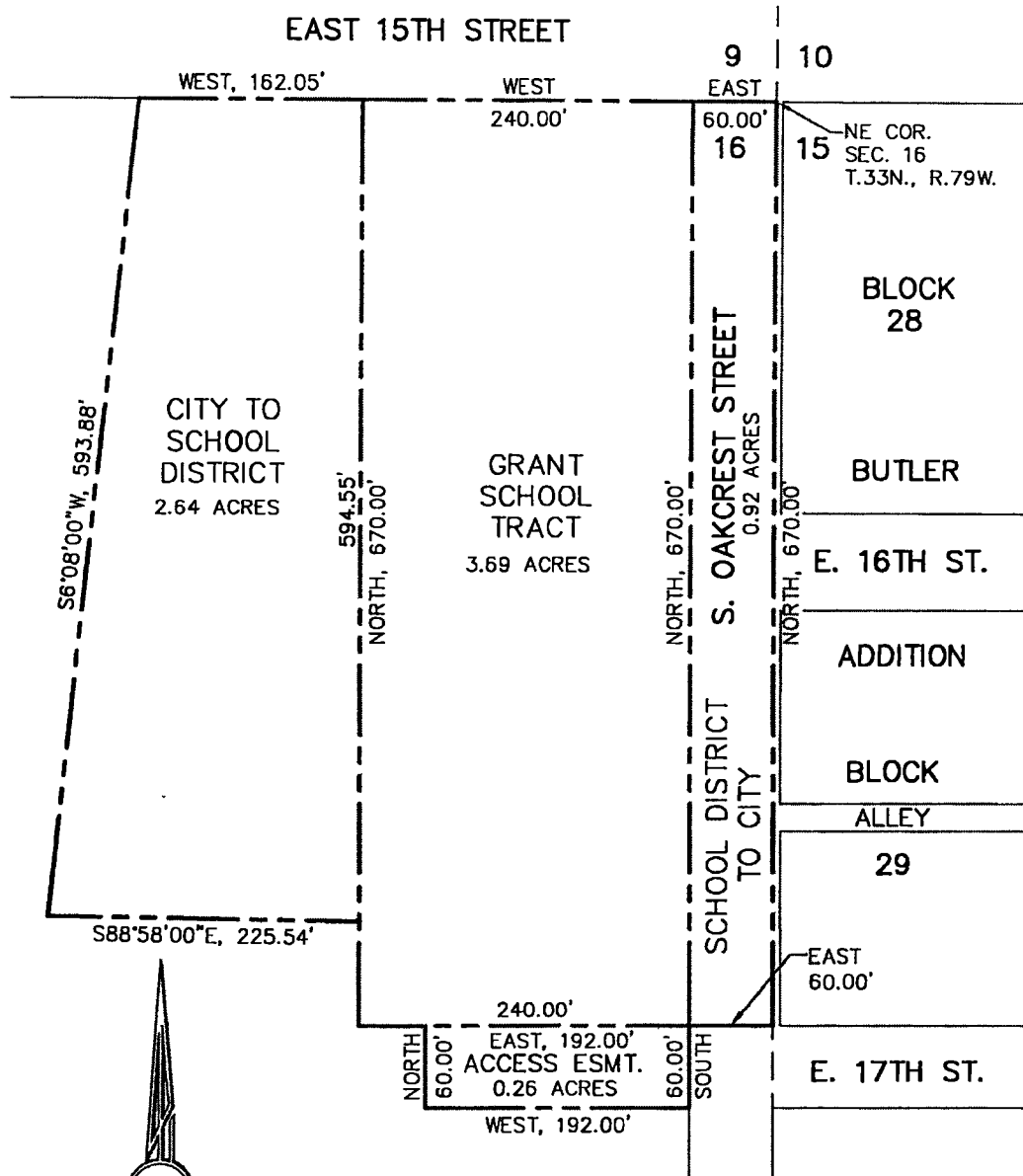
EXHIBIT B TO ACCESS EASEMENT

WLC ENGINEERING, SURVEYING & PLANNING
 200 PRONGHORN STREET, CASPER, WYOMING 82601
 FOR

Client NATRONA COUNTY SCHOOL DISTRICT #1 Address 970 N. GLENN ROAD
 City CASPER State WYOMING Zip 82604

PROPERTY LOCATION PLAT

NE1/4NE1/4 Section 16, T. 33 N., R. 79 W., 6th Principal Meridian, Wyoming
 Lot _____ Block _____ Subdivision _____
 City CASPER County NATRONA State WYOMING



Date: 9-14-17
 W.O. No. 16217-04
 SUBSISTING RECORDS
 Drawn By: KRM
 Acad File: CORRECTIVE GRANT SCHOOL

RESOLUTION NO.17-232

A RESOLUTION APPROVING AN ACCESS EASEMENT AGREEMENT BETWEEN THE CITY OF CASPER, WYOMING AND NATRONA COUNTRY SCHOOL DISTRICT NO. 1.

WHEREAS, Natrona County School District No. 1 (District) is closing Grant School Elementary at the end of this year; and,

WHEREAS, in preparation for the eventual disposition of the property, the parties have identified a City owned, jointly used piece of property on the south side of the District property; and,

WHEREAS, the City uses the property for access to the north part of the golf course, and the District uses the property for access to its pump house, which is immediately south of the District property; and,

WHEREAS, the City wishes to grant a permanent access easement to the District on the City owned property described above, which would allow continued access to the District.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the *Access Easement* agreement between the City of Casper, Wyoming and Natrona Country School District No. 1 is hereby approved.

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2017.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Kenyne Humphrey
Mayor

November 13, 2017

MEMO TO: J. Carter Napier, City Manager *JCN*
FROM: Liz Becher, Community Development Director *LB*
Aaron Kloke, MPO Supervisor
Denyse Wyskup, Regional GIS Administrator
SUBJECT: 2020 Census Local Update of Census Addresses Operation (LUCA)
Registration

Meeting Type & Date:

Regular Council Meeting, December 5, 2017.

Action Type:

Resolution

Recommendation:

That Council, by resolution, authorize the Mayor to sign the registration form for the 2020 Census Local Update of Census Addresses Operation.

Summary:

The 2020 Census Local Update of Census Addresses Operation (LUCA) is a voluntary decennial census operation. LUCA is an opportunity prior to the 2020 Census for local governments to review and update the U.S. Census Bureau's residential address list for their jurisdiction. The Census Bureau relies on a complete and accurate address list to reach every living quarters and associated population for inclusion in the census. LUCA is authorized by the Census Address List Improvement Act of 1994.

Financial Considerations:

Casper's participation in LUCA does not impact the City's budget.

Oversight/Project Responsibility:

Denyse Wyskup, Regional GIS Administrator and Aaron Kloke, MPO Supervisor, are tasked with managing the LUCA process.

Attachments:

Resolution, Registration Form

U.S. DEPARTMENT OF COMMERCE
Economics and Statistics Administration
U.S. CENSUS BUREAU

Entity ID

PL5613150

Government Name

Casper city



REGISTRATION FORM
2020 CENSUS LOCAL UPDATE OF CENSUS
ADDRESSES OPERATION (LUCA)

A. PARTICIPATION RESPONSE (Submission Deadline December 15, 2017)

1. **YES** Our government is registering for LUCA. – Complete Sections B and C.
2. **NO** Our government is not registering for LUCA. – Complete Section B and mark an (X) for each reason that applies:
- a. Another level of government (state or county) that includes our jurisdiction is participating in LUCA
 - b. Insufficient staff
 - c. Lack of funds
 - d. No time/too busy
 - e. No local address list available
 - f. Concerns about Census Bureau Title 13 materials
 - g. Restrictions on using Census Bureau Title 13 materials for other purposes
 - h. Other reason – Specify (Please print) *Z*

Thank you for your comments. We will use them to help improve future LUCA operations.

B. SIGNATURE OF TRIBAL CHAIR OR HIGHEST ELECTED/APPOINTED OFFICIAL RESPONDING TO THE LUCA INVITATION

1. Printed name of Tribal Chair or Highest Elected Official/Appointed Official – First, middle initial, last

2. Signature of Tribal Chair or Highest Elected Official/Appointed Official

Date		
Month	Day	Year

3. Position – (e.g., Tribal Chair, Governor, Commissioner, Mayor, Supervisor; please do not abbreviate) – Please print

4. Physical/Mailing address

Number and street name _____

City _____ State _____ ZIP Code _____

5. Telephone

Area code _____ Number _____ Extension _____

6. Email address _____

C. LIAISON INFORMATION – Designate your LUCA Liaison.

This is the person responsible for protecting the confidential Census Bureau materials covered by Title 13, U.S. Code.

Complete this section only if you are participating in LUCA

1. Name – (Please print)

LIZ BECHER

2. Department, Organization, or Agency name – (e.g., Planning and Zoning, Regional Planning Agency; please do not abbreviate)

City of Casper - Community Development Dept.

3. Position – (e.g., Tribal President, Director, Assessor, Planner; please do not abbreviate)

Director

4. Physical/Mailing address

Number and street name *200 N David St*

City *Casper* State *WY* ZIP Code *82601*

5. Telephone

Area code *302* - Number *235-8241* - Extension _____

6. Email address *lbecher@casper.wy.gov*

Complete this form and return it along with the completed, signed copies of the Product Preference Form, Self-Assessment Checklist, and Confidentiality Agreement. Use the enclosed postage-paid envelope addressed to ATTN: Geography LUCA Materials 63-E, National Processing Center, 1201 East 10th St, Jeffersonville IN 47132. As an alternative, you may scan your completed forms, including forms with signatures, and email them to GEO.2020.LUCA@census.gov.



U.S. DEPARTMENT OF COMMERCE
Economics and Statistics Administration
U.S. CENSUS BUREAU

United States
**Census
2020**

**PRODUCT PREFERENCE FORM
2020 CENSUS LOCAL UPDATE OF CENSUS
ADDRESSES OPERATION (LUCA)**

Entity ID

PL5613150

Government Name

Casper city

Please mark (X) to select a product preference format (Choose #1 OR #2 below)

1. **GUPS** - The Census Bureau's Geographic Update Partnership Software (GUPS) is a self-contained Geographic Information System (GIS) tool. It includes the Census Bureau's address list, address count list by census block, and partnership shapefiles. GUPS allows you to add external geospatial data (shapefiles, geodatabases, and imagery) for comparison and update purposes. GUPS functions on Windows XP, Vista, and Windows 7, 8, and 10, and Apple Mac OS X with additional bridge software.

OR

2. Select **one** address list format in **Section A** and **one** map format in **Section B**.

A. Address List - Select Digital or Paper

Digital - Requires the use of a spreadsheet or database software. We will provide the files in Excel Comma Delimited Text (.csv) format.

OR

Paper - Available only to governments with 6,000 or fewer addresses. Each 8 1/2" x 14" page contains six (6) addresses (1,000 pages maximum). Choose **one** address sort preference below:

- Census Tract#/Block#/Street Name/House#/Unit#
- Street Name/House#/Unit/Census Tract#/Census Block# (alphanumeric sort)

You may access the current number of addresses by census block the Census Bureau has on file for your jurisdiction at <http://www.census.gov/geo/partnerships/luca.html>.

B. Maps - Select Digital or Paper

Digital - Partnership shapefiles that require the use of GIS software. Address structure points are **not** included in the partnership shapefiles but can be created from the lat/long coordinates included on the digital address list.

OR

Paper/PDF - Large format paper map(s) (42" x 36") with a DVD of small format (8-1/2" x 14") block maps in Adobe PDF format that contain address structure coordinates showing the location of residential addresses. Title 13 requirements apply.

OR

Paper - Large format paper map(s) (42" x 36") only. This does **not** include a DVD of small format (8-1/2" x 14") block maps in Adobe PDF format that contain address structure coordinates showing the location of residential addresses. Non-Title 13.

Note: The shapefiles do NOT contain address points. If you choose a paper address list and digital maps, you will not see map spots in the digital environment. You must select Paper/PDF to review the address structure points.

LUCA Liaison Package Delivery Address.

Title 13 materials must be delivered to the LUCA liaison. Please print.

Liaison Name

LIZ BECHER

Department, Organization, or Agency name

City of Casper - Community Development Dept.

Number and street name

200 N David

Physical/
Mailing
address

City

Casper

State

WY

ZIP Code

82601

Telephone

Area code

Number

Extension

3 0 7 - 2 3 5 - 8 2 4 1 -

Email address

lbecher@casperwy.gov

Name of the Person Completing This Form (Please print)

Name

AARON KUKE

Telephone

Area code

Number

Extension

3 0 7 - 2 3 5 - 8 3 6 7 -

Email
address

akuke@casperwy.gov

Date

11-16-2017

Complete this form and return it along with the completed, signed copies of the Registration Form, Self-Assessment Checklist, and Confidentiality Agreement. Use the enclosed postage-paid envelope addressed to ATTN: Geography LUCA Materials 63-E, National Processing Center, 1201 East 10th St, Jeffersonville IN 47132. As an alternative, you may scan your completed forms, including forms with signatures, and email them to GEO.2020.LUCA@census.gov.





CONFIDENTIALITY AGREEMENT FORM
2020 CENSUS LOCAL UPDATE OF CENSUS ADDRESSES OPERATION (LUCA)

U.S. DEPARTMENT OF COMMERCE
 Economics and Statistics Administration
 U.S. CENSUS BUREAU

Entity ID
 PL5613150
 Government Name
 Casper city

A. TERMS, CONDITIONS, AND RESPONSIBILITIES FOR PARTICIPATING IN THE 2020 CENSUS LUCA OPERATION

All LUCA liaisons, reviewers, and anyone with access to Title 13, United States Code (U.S.C.) LUCA materials must agree to keep confidential the Title 13 materials to which they have access, including any maps that contain structure points showing the location of living quarters. They may use this information solely for suggesting improvements to the Census Bureau's address list and maps.

All individuals who will review or have access to Census Bureau Title 13 materials must sign below to indicate they have read and understand the Census Bureau's Confidentiality and Security Guidelines for LUCA. In addition, those who sign the agreement swear, under penalty of perjury, to maintain the confidentiality of Census Bureau materials protected under Title 13. Further, a signature indicates recognition that the penalty for wrongful disclosure is a fine of not more than \$250,000 or imprisonment for not more than 5 years, or both. Although access to the data is temporary, this commitment is permanent. You must be at least 18 years of age to sign this agreement.

By signing this agreement, your government agrees to destroy all Census Bureau Title 13 materials or return them to the Census Bureau at the completion of LUCA.

B. LIAISON INFORMATION

Liaison's Printed Name: LIZ BECHER
 Area code: 307 Telephone number: 235-8241 Ext:

Liaison's Signature: Liz Becher
 Date: Month 11 Day 17 Year 2017

Name of LUCA Liaison's Office, Department, or Agency - (Assessor's Office, Planning Department, Regional Planning Agency, etc.) - Please print

City of Casper - Community Development Dept.

Address of LUCA Liaison's Office, Department, or Agency - (House number and street name, RR or HC, and box number) - Please print

200 N David St.

City: Casper State: WY ZIP Code: 82601

Email address: lbecher@casper.wy.gov

C. INFORMATION FOR REVIEWER(S) and PERSON(S) WITH ACCESS TO TITLE 13, U.S.C. MATERIALS

Printed name: AARON KUKE
 Area code: 307 Telephone number: 235-8255 Ext:

Signature: [Signature]
 Date: Month 11 Day 16 Year 2017

Address, if different from Liaison - (House number and street name, RR or HC, and box number) - Please print

City: _____ State: _____ ZIP Code: _____

Email address: _____

Printed name: CRAIG COLLINS
 Area code: 307 Telephone number: 235-8241 Ext:

Signature: [Signature]
 Date: Month 11 Day 16 Year 2017

Address, if different from Liaison - (House number and street name, RR or HC, and box number) - Please print

City: _____ State: _____ ZIP Code: _____

E-mail address: _____

Section C continued on the reverse



C. INFORMATION FOR REVIEWER(S) and PERSON(S) WITH ACCESS TO TITLE 13, U.S.C. MATERIALS - Continued

Printed name BRETT GOVERNANTI	Area code 307	Telephone number 235-7581	Ext.
Signature <i>Brett Governanti</i>	Date Month Day Year 11 03 2017		
Address, if different from Liaison - (House number and street name, RR or HC, and box number) - Please print 1635 S Mitchell St.			
City Casper	State Wyoming	ZIP Code 82601	
Email address BGOVERNANTI@CASPERWY.GOV			

Printed name Denise Huskup	Area code 307	Telephone number 235-8455	Ext.
Signature <i>Denise Huskup</i>	Date Month Day Year 11 13 2017		
Address, if different from Liaison - (House number and street name, RR or HC, and box number) - Please print 200 N David St.			
City Casper	State Wyoming	ZIP Code 82601	
Email address dhuskup@casper-wy.gov			

Printed name 	Area code 	Telephone number 	Ext.
Signature 	Date Month Day Year 		
Address, if different from Liaison - (House number and street name, RR or HC, and box number) - Please print 			
City 	State 	ZIP Code 	
E-mail address 			

Printed name 	Area code 	Telephone number 	Ext.
Signature 	Date Month Day Year 		
Address, if different from Liaison - (House number and street name, RR or HC, and box number) - Please print 			
City 	State 	ZIP Code 	
E-mail address 			

Complete this form and return it along with the completed, signed copies of the Registration Form, Self-Assessment Checklist and the Product Preference Form. Use the enclosed postage-paid envelope addressed to ATTN: Geography LUCA 63-E, National Processing Center, 1201 East 10th St., Jeffersonville IN 47132. Rather than mailing, you may scan your completed forms, including forms with signatures, and email them to us at GEO.2020.LUCA@census.gov

U.S. DEPARTMENT OF COMMERCE
Economics and Statistics Administration
U.S. CENSUS BUREAU



**SELF-ASSESSMENT CHECKLIST
2020 CENSUS LOCAL UPDATE OF CENSUS
ADDRESSES OPERATION (LUCA)**

Entity ID	PL5613150
Government Name	Casper city

PROTECTING CENSUS BUREAU TITLE 13 MATERIALS	Confidentiality & Security Guidelines Reference	Circle Y, N or NA		
1. Do you understand that the Census Bureau's Title 13 data, including addresses and latitude/longitude coordinate data (structure points), cannot be used to create, update, nor modify a tribal, state, or local jurisdiction address data base?	3	<input checked="" type="radio"/> Y	<input type="radio"/> N	
2. Will you store Title 13 materials in a secure location?	4.1, 4.2	<input checked="" type="radio"/> Y	<input type="radio"/> N	
3. Will you secure Title 13 materials to prevent unauthorized staff from accessing these materials? This includes staff members other than those who signed the Confidentiality Agreement, that have access to the offices, cabinets, or other areas where Title 13 materials are stored.	4.1, 4.2	<input checked="" type="radio"/> Y	<input type="radio"/> N	
4. Will you construct electronic security profiles to allow only those who signed the Confidentiality Agreement to access the Census Bureau's Title 13 materials, if the Title 13 information is placed on a shared computer system? Required if you are selecting GUPS, the digital address list, or the Paper/PDF maps.	4.1	<input checked="" type="radio"/> Y	<input type="radio"/> N	<input type="radio"/> NA
5. Will you ensure that your IT system restricts the read, write, delete, and execute functions applicable to the Census Bureau's Title 13 materials to only those individuals that signed the Confidentiality Agreement? Required if you are selecting GUPS, the digital address list, or the Paper/PDF maps.	4.1	<input checked="" type="radio"/> Y	<input type="radio"/> N	<input type="radio"/> NA
6. Will you assign an encrypted, unique user-ID and password for each LUCA liaison, reviewer, and anyone with access to Title 13 materials? Required if you are selecting GUPS, the digital address list, or the Paper/PDF maps.	4.1	<input checked="" type="radio"/> Y	<input type="radio"/> N	<input type="radio"/> NA
7. Will you keep Title 13 data separate from your other data? Title 13 data cannot be backed-up, mixed with, nor stored with other data? Required if you are selecting GUPS, the digital address list, or the Paper/PDF maps.	4.1	<input checked="" type="radio"/> Y	<input type="radio"/> N	<input type="radio"/> NA

REPORTING AN INCIDENT	Confidentiality & Security Guidelines Reference	Circle Y or N		
8. Will you report to the Census Bureau all violations of unauthorized viewing or loss of Title 13 materials within 24 hours of discovery?	4.3	<input checked="" type="radio"/> Y	<input type="radio"/> N	

ON-SITE VISITS	Confidentiality & Security Guidelines Reference	Circle Y or N		
9. Do you understand that the Census Bureau may conduct on-site visits to your office to inspect your security measures regarding the Census Bureau's Title materials?	4.4	<input checked="" type="radio"/> Y	<input type="radio"/> N	

DESTRUCTION OR RETURN OF CONFIDENTIAL MATERIALS	Confidentiality & Security Guidelines Reference	Circle Y or N		
10. Will you destroy (the preferred method) or return the Title 13 materials according to the approved destruction or return methods outlined in the Confidentiality and Security Guidelines?	4.5, 4.6	<input checked="" type="radio"/> Y	<input type="radio"/> N	

LUCA Liaison Signature
Liz Becker

LUCA Liaison Name (Print)
LIZ BECKER

Date
11-17-2017

Complete this form and return it along with the completed, signed copies of the Registration Form, Confidentiality Agreement, and the Product Preference Form. Use the enclosed postage-paid envelope addressed to ATTN: Geography LUCA Materials 63-E, National Processing Center, 1201 East 10th St, Jeffersonville IN 47132. Rather than mailing, you may scan your completed forms, including forms with signatures, and email them to us at GEO.2020.LUCA@census.gov.



RESOLUTION NO. 17-233

AUTHORIZE THE MAYOR TO EXECUTE THE 2020 CENSUS
LOCAL UPDATE OF CENSUS ADDRESSES OPERATION
REGISTRATION FORM

WHEREAS, the Local Update of Census Addresses Operation (LUCA) is a voluntary decennial census operation that gives municipalities the opportunity prior to the 2020 Census to review and update the U.S. Census Bureau's residential address list; and,


WHEREAS, the U.S. Census Bureau relies on a complete and accurate address list to reach every living quarters and associated population for inclusion in the census; and,

WHEREAS, the accuracy and completeness of the address list is critical to the accuracy and completeness of Casper's census.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute and the City Clerk to attest, the 2020 Census Local Update of Census Addresses Operation Registration Form.

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2017.

APPROVED AS TO FORM:





ATTEST:

Fleur D. Tremel
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Kenyne Humphrey
Mayor

November 13, 2017

MEMO TO: J. Carter Napier, City Manager 
FROM: Liz Becher, Community Development Director 
Craig Collins, AICP, City Planner
SUBJECT: North Platte Industrial Park Proposed Land Use

Meeting Type & Date:

Regular Council Meeting, December 5, 2017.

Action Type:

Resolution

Recommendation:

That Council approve improvements to the former Petroleum Club site, to establish Gruner Brothers Brewing located in the North Platte Industrial Park, as required pursuant to the North Platte Industrial Park Covenants.

Summary:

On Tuesday, January 24th 2017, members of City staff met with potential developers to discuss City requirements for the redevelopment of the former Petroleum Club, 1301 Wilkins Circle. The developers expressed that they would like to purchase the property and establish a microbrewery and restaurant. Due to the existence of the North Platte Industrial Park Covenants, as established by the City of Casper, any land use that is not explicitly listed as a permitted land use must be approved by City Council. Furthermore, the Covenants state that any proposed site improvements require City Council approval.

At a Work Session on February 14, 2017, the Casper City Council gave an informal approval of the proposed development and change in land use. Since this time, the developers have crafted plans for site improvements and building redevelopment. These plans include the addition of grain silos, a patio, and beer garden and a change in signage and site access. Council approval, by resolution, is required by the North Platte Industrial Park Covenants to formally approve the site improvements and change in land use from restaurant to restaurant, wine bar, brewery, and distribution center.

Financial Considerations:

The site plan and proposed improvements do not affect the City's budget.

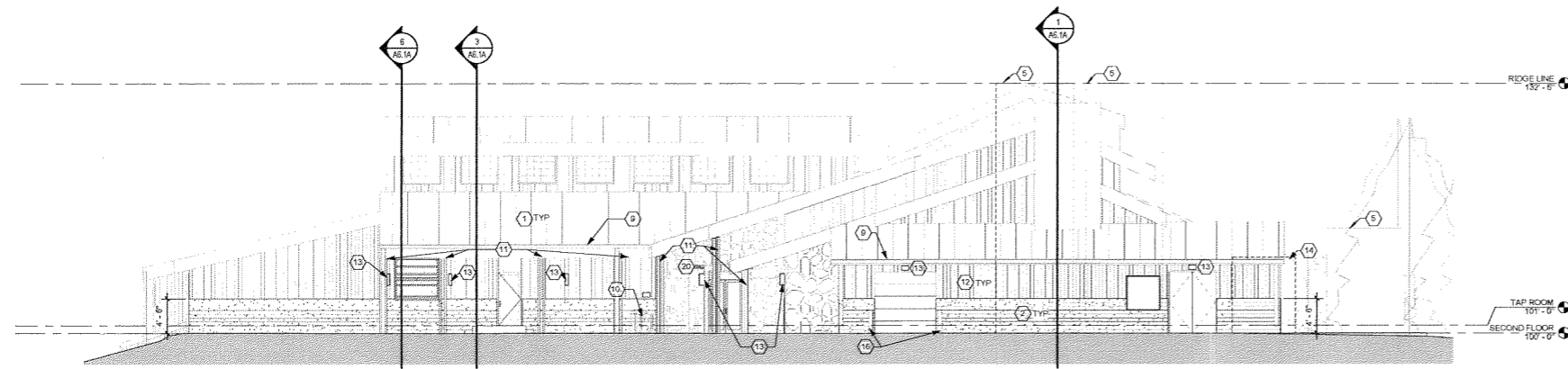
Oversight/Project Responsibility:

Craig Collins, City Planner is tasked with processing the site plan review process.

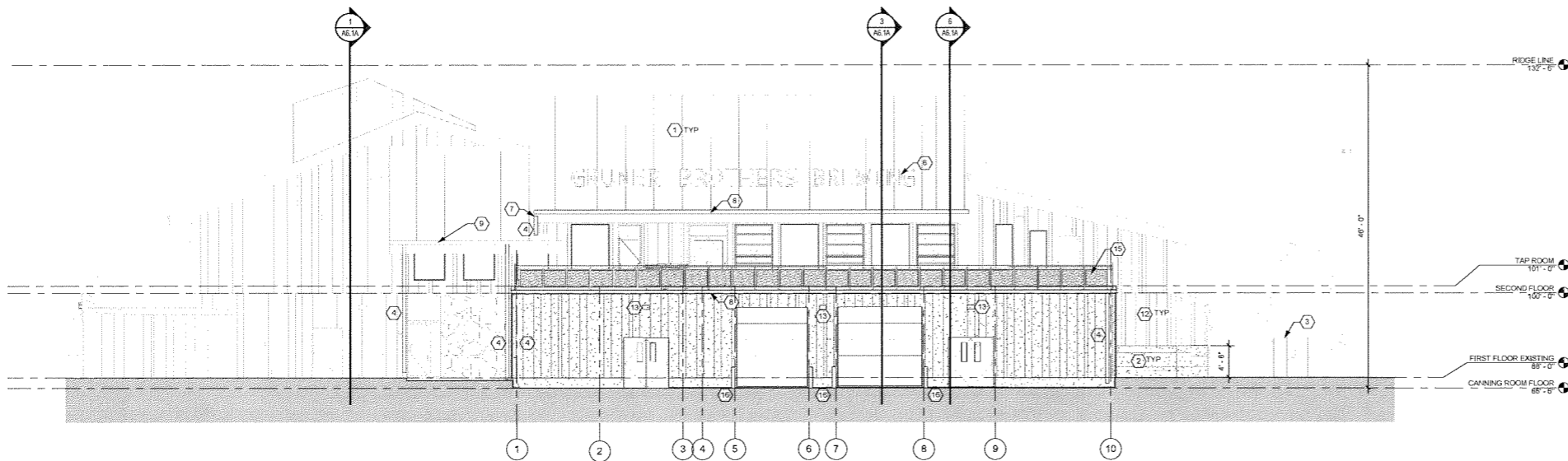
Attachments:

Resolution, Site Plan, Architectural Elevations

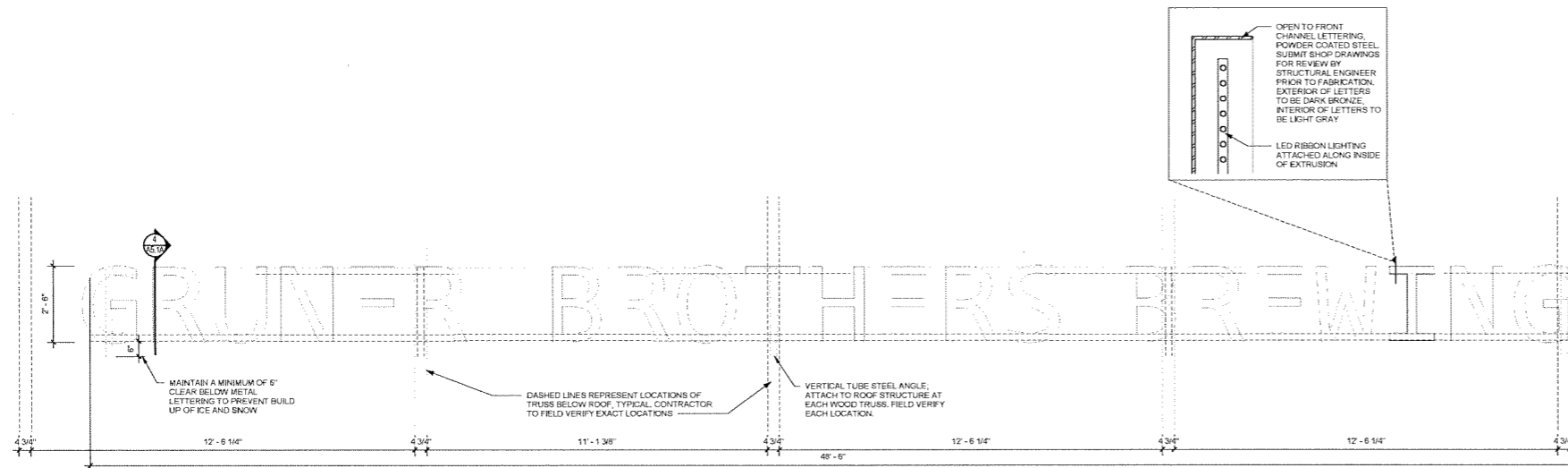
10/26/2017 3:23:30 PM N:\Projects\2009 Gruner Brothers Brewery\Drawings\050505 ARCHITECTURE\REVIT\0209 - Gruner Brothers Brewery CENTRAL - 2017.06.02.dwg, rsmak.vrt



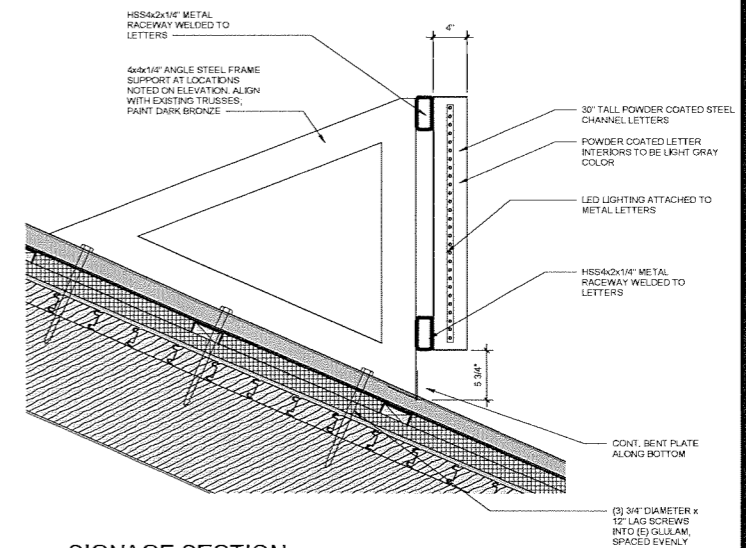
2 NORTH ELEVATION
1/8" = 1'-0"



1 SOUTH ELEVATION
1/8" = 1'-0"



3 BUILDING SIGNAGE
1/2" = 1'-0"



4 SIGNAGE SECTION
1 1/2" = 1'-0"

ELEVATION KEYNOTES

1. EXISTING METAL BALLAST ROOF TO REMAIN.
2. NEW WAINSCOT TO BE METAL CORRUGATED SIDING.
3. NITROGEN TANK.
4. NEW DOWNSPOUTS, OPEN FACED 4X6.
5. GRAIN SILES WITH SIGNAGE MOUNTED ON SURFACE.
6. CHANNEL LETTERING, SEE A1.1 AND DETAILS ON SHEET A1.3, "GRUNER BROTHERS BREWING".
7. REMOVE ENTIRE DOWNSPOUT AND GUTTER. PROVIDE NEW 4X6 GUTTER TO MATCH OTHERS ON EXISTING BUILDING. SLOPE ENTIRE GUTTER TO WEST, DRAIN ONTO LOWER ROOF WITH SHORT DOWNSPOUT. PROVIDE SPLASH BLOCK UNDER NEW DOWNSPOUT.
8. NEW GUTTER.
9. EXISTING GUTTERS TO BE PAINTED.
10. NEW BIKE RACK.
11. VISIBLE GLULAM MEMBERS TO BE ACCENT PAINTED.
12. EXISTING WOOD SIDING TO BE PAINTED PT-1.
13. NEW LIGHT FIXTURE, SEE ELECTRICAL.
14. NEW CHILLER, PHASE 2.
15. NEW GUARDRAIL AROUND ROOF DECK, ALUMINUM RAILING WITH WELDED WIRE MESH INFILL.
16. 6" PIPE BOLLARD, SEE SHEET A1.3.
17. RETAINING WALL, SEE CIVIL.
18. NEW ELECTRICAL PANEL, SEE ELECTRICAL.
19. EXISTING WOOD SIDING TO BE PAINTED, SIGNAGE TO BE REPLACED WITH NEW.
20. REPLACE SIGNAGE ABOVE MAIN ENTRY DOOR.

NEW CORRUGATED METAL SIDING, BASIS OF DESIGN RUSTIC HAWKIDE FINISH BY BRIDGER STEEL.

EXISTING WOOD SIDING

EXISTING ROCK

EXTERIOR PAINT SCHEDULE

- PT-1 GREEN COLOR TO MATCH 'GRUNER BROTHERS BREWING' LOGO
- PT-2 ACCENT PAINT FOR EXTERIOR GLULAM MEMBERS
- PT-3 MATCH PAINT COLOR TO DARK BRONZE ALUMINUM COLOR TO PAINT EXISTING GUTTERS AND HOLLOW METAL DOORS AND FRAMES, NEW AND EXISTING.

NOTE: CHAINLINK FENCING NOT SHOWN FOR CLARITY. SEE SHEET A1.3 FOR LOCATIONS.

Gsgarchitecture
DESIGN
ARCHITECTURE/PLANNING
408 SOUTH DAVID STREET, CASPER, WYOMING 82401 T: 307.234.8888
353 WEST ONE STREET, CHELSEY, COLORADO 80824 T: 303.883.3773

No.	Revision Description	Date
1	ADD DOWNSPOUT	10/26/17

THE GHIG, LLC
GRUNER BROTHERS BREWING - PHASE I
1301 WILKINS CIRCLE, CASPER, WY 82601

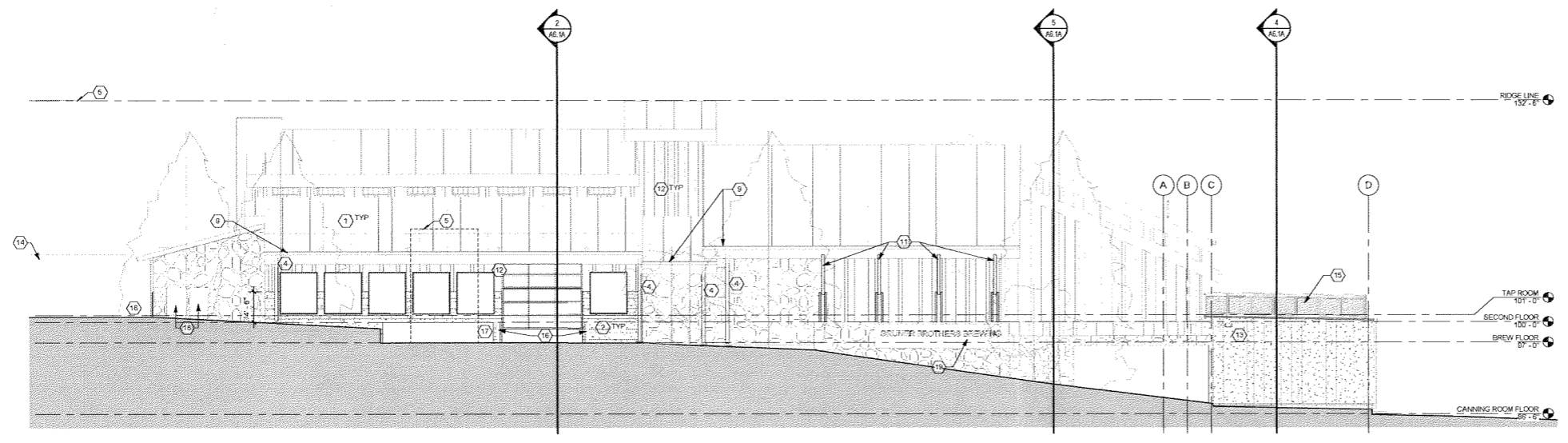
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DATE: 10/10/2017
DRAWN BY: BS/CW



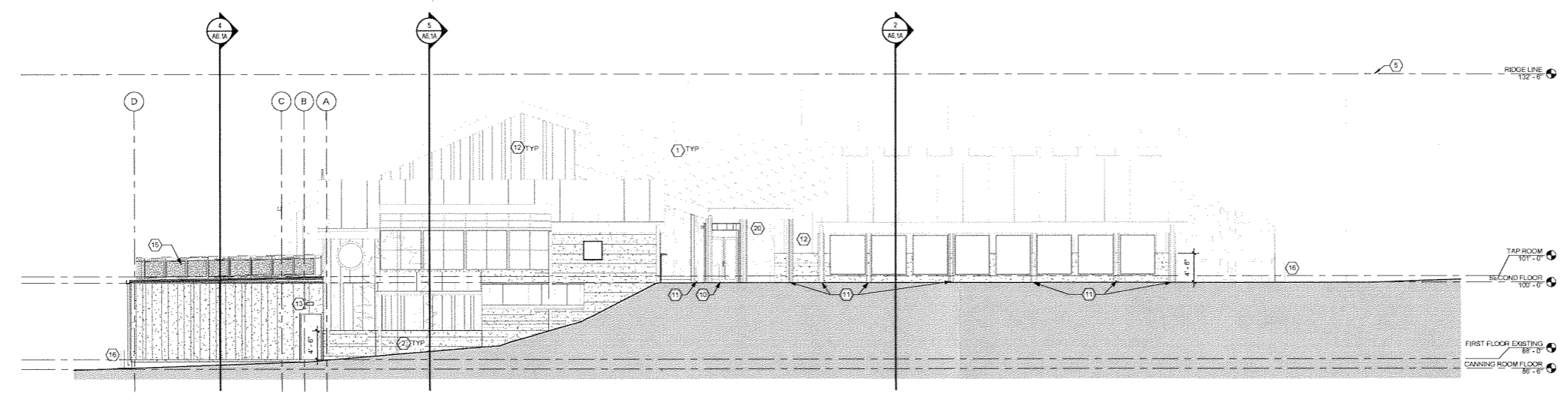
EXTERIOR ELEVATIONS

A5.1A

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2 WEST ELEVATION
1/8" = 1'-0"



1 EAST ELEVATION
1/8" = 1'-0"

ELEVATION KEYNOTES

1. EXISTING METAL BALLAST ROOF TO REMAIN.
2. NEW WAHNSCOT TO BE METAL CORRUGATED SIDING.
3. NITROGEN TANK.
4. NEW DOWNSPOUTS, OPEN FACED 4X6.
5. GRAIN SILDS WITH SIGNAGE MOUNTED ON SURFACE.
6. CHANNEL LETTERING, SEE A1.1 AND DETAILS ON SHEET A1.3, "GRUNER BROTHERS BREWING".
7. REMOVE ENTIRE DOWNSPOUT AND GUTTER. PROVIDE NEW 4X6 GUTTER TO MATCH OTHERS ON EXISTING BUILDING. SLOPE ENTIRE GUTTER TO WEST, DRAIN ONTO LOWER ROOF WITH SHORT DOWNSPOUT, PROVIDE SPLASH BLOCK UNDER NEW DOWNSPOUT.
8. NEW GUTTER.
9. EXISTING GUTTERS TO BE PAINTED.
10. NEW BIKE RACK.
11. VISIBLE GLULAM MEMBERS TO BE ACCENT PAINTED.
12. EXISTING WOOD SIDING TO BE PAINTED PT-1.
13. NEW LIGHT FIXTURE, SEE ELECTRICAL.
14. NEW CHILLER, PHASE 2.
15. NEW GUARDRAIL AROUND ROOF DECK, ALUMINUM RAILING WITH WELDED WIRE MESH INFILL.
16. 6" PIPE BOLLARD, SEE SHEET A1.3.
17. RETAINING WALL, SEE CIVIL.
18. NEW ELECTRICAL PANEL, SEE ELECTRICAL.
19. EXISTING WOOD SIDING TO BE PAINTED, SIGNAGE TO BE REPLACED WITH NEW.
20. REPLACE SIGNAGE ABOVE MAIN ENTRY DOOR.

-  NEW CORRUGATED METAL SIDING, BASIS OF DESIGN: RUSTIC RAWHIDE FINISH BY BRIDGER STEEL.
-  EXISTING WOOD SIDING.
-  EXISTING ROCK.

- EXTERIOR PAINT SCHEDULE**
- PT-1 GREEN COLOR TO MATCH GRUNER BROTHERS BREWING LOGO
 - PT-2 ACCENT PAINT FOR EXTERIOR GLULAM MEMBERS
 - PT-3 MATCH PAINT COLOR TO DARK BRONZE ALUMINUM COLOR TO PAINT EXISTING GUTTERS AND HOLLOW METAL DOORS AND FRAMES, NEW AND EXISTING.

NOTE: CHAINLINK FENCING NOT SHOWN FOR CLARITY. SEE SHEET A1.3 FOR LOCATIONS.

Gsgarchitecture
DESIGN
ARCHITECTURE/PLANNING
404 SOUTH DAVID STREET, CASPER, WYOMING 82401 T: 307.234.8388
338 WEST 10TH STREET, CHELSEA, COLORADO 80424 T: 303.881.3773

THE GHIG, LLC
GRUNER BROTHERS BREWING - PHASE I
1301 WILKINS CIRCLE, CASPER, WY 82601

PROJECT #: 2009
DATE: 10/10/2017
DRAWN BY: BSI/CW

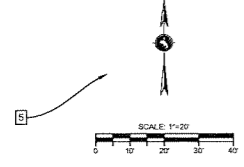


EXTERIOR ELEVATIONS

A5.2A

SITE PLAN FOR GRUNER BROTHERS BREWING

IN THE CITY OF CASPER
NATRONA COUNTY, WYOMING

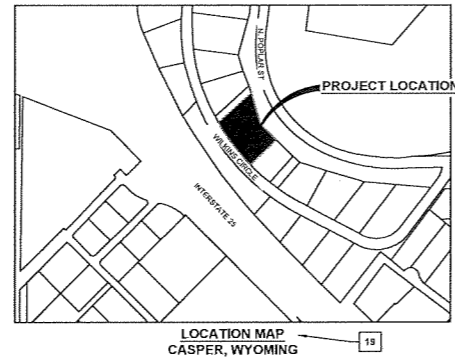


SYMBOLS

- ▲ TREE
- ▲ ECS CONTROL POINT
- ELECTRICAL VAULT
- FIBER OPTIC PEDESTAL
- FIRE HYDRANT
- PROFILE FIRE HYDRANT
- FLARED END SECTION
- GAS METER
- CATCH BASIN
- GUY WIRE ANCHOR
- POWER POLE
- SANITARY SEWER MANHOLE
- IRRIGATION VALVE BOX
- STORM SEWER MANHOLE
- STREET LAMP
- TELEPHONE MANHOLE
- TELEPHONE PEDESTAL
- BORE HOLE LOCATION
- WATER TEE
- WATER CROSS
- WATER VALVE

LEGEND

- RIGHT OF WAY
- PROPERTY LINES
- EXISTING CENTERLINE
- PROPOSED CENTERLINE
- EDGE EXISTING ASPHALT
- EXISTING BAREWIRE FENCE
- PROPOSED BAREWIRE FENCE
- EXISTING GAS LINE
- PROPOSED CRUISE MAIN
- EXISTING WATER MAIN
- PROPOSED WATER MAIN
- EXISTING SANITARY MAIN
- PROPOSED SANITARY MAIN
- EXISTING STORM MAIN
- PROPOSED STORM MAIN
- OVERHEAD POWER LINE
- TELEPHONE LINE
- UNDERGROUND POWER
- EXISTING FIBEROPTIC LINE
- PROPOSED MAJOR CONTOUR
- PROPOSED MINOR CONTOUR
- EXISTING MAJOR CONTOURS
- EXISTING MINOR CONTOURS
- CONCRETE SURFACING
- ASPHALT SURFACING
- LANDSCAPE

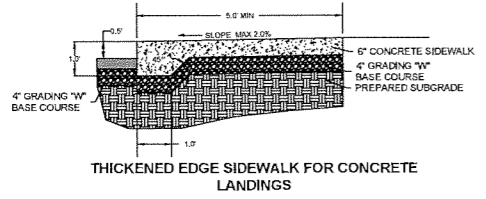


SITE PLAN CHECKLIST

1. LEGAL DESCRIPTION: LOTS 9 & 10 OF THE NORTH PLATTE INDUSTRIAL PARK ADDITION TO THE CITY OF CASPER: 1301 WILKINS CIRCLE, CASPER, WYOMING 82604
2. TITLE BLOCK: AS SHOWN
3. SURROUNDING LAND USES - C4 HIGHWAY BUSINESS
4. CURRENT ZONING: HIGHWAY BUSINESS C-4
5. NORTH ARROW, PLAN SCALE, AND DATE: AS SHOWN
6. LOT DIMENSIONS: AS SHOWN AND AS PLATTED
7. SETBACKS: NONE IN THIS ZONING
8. LOADING DOCK AREAS, STREET ACCESS AND TRAFFIC FLOW: LOADING DOCK - INSIDE OF THE NEW ADDITION, STREET ACCESS TO EXISTING PARKING LOTS.
9. TRASH RECEPTACLES: AS SHOWN (SW CORNER OF BUILDING) - EXISTING WITH NO PROPOSED CHANGES
10. ADVERTISING AND SIGNS - ON BUILDING SEE ARCHITECTURAL ELEVATIONS; FENCES - NONE
11. SCREENING DEVICES: TRASH ENCLOSURE EXISTING - NEW SCREENING FOR CO2 & NITROGEN TANKS.
12. EXTERIOR LIGHTING: ON BUILDING, EXISTING LOCATIONS-FULL CUTOFF, SEE BUILDING ELEVATIONS FOR FURTHER DETAIL.
13. ADJACENT STREETS: AS SHOWN (WILKINS CIRCLE)
14. EXISTING AND PROPOSED CURB CUTS AND SIDEWALKS: AS SHOWN (EXISTING CURB CUTS WILL ALL BE UTILIZED)
15. OFF STREET PARKING LAYOUT AND TRAFFIC CONTROL: AS SHOWN - ALL EXISTING
16. CURBING: LOCATION: AS SHOWN (ALL EXISTING)
17. GROUND SURFACING: AS SHOWN
18. EXISTING AND PROPOSED EASEMENTS: EXISTING: AS SHOWN - NEW: NONE
19. VICINITY MAP: AS SHOWN
20. GENERAL NOTES:
 - A. TOTAL LAND AREA: 103,237 SQUARE FEET
 - B. TOTAL BUILDING FOOTPRINT: 13,793 SQUARE FEET
 - C. LAND COVERED BY BUILDINGS: 13.4%
 - D. BUILDING HEIGHT: 48 FEET
 - E. 2 STORY WITH 22,265 SQUARE FEET OF SPACE
 - F. PARKING SPACES REQUIRED: 102 SPACES (13,360 SF INDUSTRIAL @ 1.55 SP/1000SF = 20.70 SP + 800 SF RESTAURANT @ 9.08 SP/1000SF = 80.8) (5 ADA ACCESSIBLE)
 - G. PARKING SPACES PROPOSED: 124 SPACES (6 ADA ACCESSIBLE)
 - H. SQUARE FOOTAGE OF ALL LANDSCAPE AREAS, ALL EXISTING
 - I. SITE COVERED BY LANDSCAPING: EXISTING (0% REQUIRED)
 - J. AREA TO BE DISTURBED BY GRADING/CONSTRUCTION: NONE
21. NUMBERING ITEMS PER CHECKLIST: AS SHOWN
22. EXISTING AND PROPOSED CONTOURS: EXISTING AS SHOWN - PROPOSED WILL NOT CHANGE
23. SURFACE DRAINAGE STUDY: NOTE REQUIRED AS THIS IS AN EXISTING SITE AND NO MAJOR CHANGES
24. PAVEMENT DESIGN REPORT: EXISTING SITE - CAN PROVIDE IF NECESSARY
25. TRAFFIC STUDY: NOT REQUIRED FOR EXISTING SITE

NOTES

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF CASPER STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION AND INFRASTRUCTURE IMPROVEMENTS, UNLESS OTHERWISE STATED IN THESE PLANS AND SPECIFICATIONS.
2. ALL WATER CROSSINGS WITH OTHER UTILITY SYSTEMS WHERE VERTICAL CLEARANCE IS LESS THAN 18", SHALL BE INSULATED AND INCREASED IN FLOW FILL, OR AS DIRECTED BY THE ENGINEER.
3. CONTRACTOR SHALL FIELD VERIFY THE LOCATIONS AND SIZES OF UNDERGROUND PUBLIC AND PRIVATE UTILITIES PRIOR TO CONSTRUCTION AND COORDINATE WITH THESE UTILITIES DURING CONSTRUCTION.
4. THE CITY OF CASPER PUBLIC WORKS DEPARTMENT SHALL BE CONTACTED PRIOR TO ANY WORK ON CITY OWNED INFRASTRUCTURE. ALL CITY PERMITTING IS THE RESPONSIBILITY OF THE CONTRACTOR.
5. THE CONTRACTOR SHALL PROVIDE A MINIMUM OF 48 HOURS NOTICE FOR STAKING AND MATERIALS TESTING.
6. EXISTING POWER LINES, METERS, TRANSFORMERS, PEDESTALS, ETC., TO BE REMOVED/RELOCATED AS NEEDED, SEE ELECTRICAL PLAN.
7. SEE STRUCTURAL PLANS FOR CONCRETE THICKNESS OF ALL EXTERIOR CONCRETE NOT SPECIFIED ON THIS SHEET, SPECIFICALLY SLAB UNDER EXTERIOR EQUIPMENT.
8. ALL CONCRETE LANDINGS WITH STEPS SHALL HAVE A THICKENED EDGE SIDEWALK PER THE DETAIL BELOW.



gsgarchitecture
DESIGN
ARCHITECTURE/PLANNING
606 SOUTH HAVARD STREET, CASPER, WYOMING 82604 T: 307.234.0988
303 WEST 10TH STREET, GREELEY, COLORADO 80639 T: 970.888.3273



No. Revision Description Date
1 Addendum #2 10.26.17

THE GHIG, LLC
GRUNER BROTHERS BREWING
1301 WILKING CIRCLE, CASPER, WYOMING 82601

PROJECT #: 170042
DATE: 10/26/2017
DRAWN BY: BMA



SITE PLAN

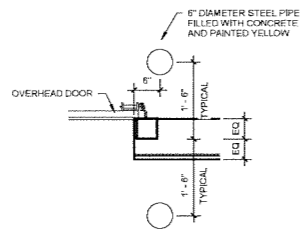
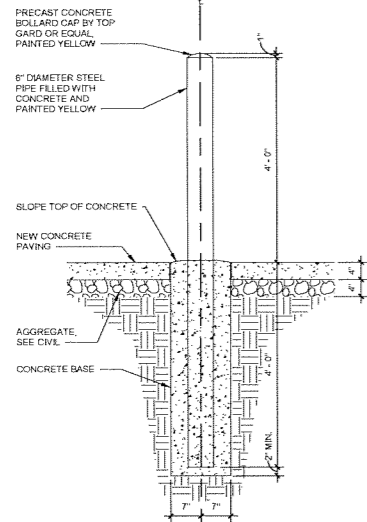
C100

SITE PLAN KEYNOTES:

1. NEW CONCRETE PAD FOR SMOOTH-WALLED GRAN SILOS PAINTED WHITE (BY OWNER) AND A CHILLER, FENCED. SEE STRUCTURAL AND CIVIL FOR MORE INFORMATION. "GRUNER BROTHERS BREWING" TO BE PAINTED AT THE TOP OF SILOS FACING NORTH IN CONTRASTING COLOR. FIELD VERIFY LOCATION WITH OWNER IN FIELD.
2. NEW ACCESS DRIVE FOR BREW ROOM AND SPENT GRAIN SILO BY OWNER. SEE STRUCTURAL AND CIVIL FOR MORE INFORMATION. DRIVE TO BE COLORED CONCRETE. COLOR TO BE CHOSEN BY ARCHITECT.
3. NEW ADDITION FOR LOADING AND UNLOADING WITH ROOF TOP DECK.
4. NEW ACCESS DRIVE FOR GRAIN ROOM SEE STRUCTURAL AND CIVIL FOR MORE INFORMATION.
5. CONNECTION TO EXISTING BIKE PATH. SEE CIVIL.
6. FUTURE BEER GARDEN AREA TO BE FENCED IN FUTURE PHASE. HARD SURFACING FOR SEATING AREA WITH WOOD PERGOLA OVERHEAD.
7. FUTURE LOCATION FOR CONCRETE PAD AND ADDITIONAL GRAN SILOS.
8. FUTURE GAME AREA TO BE FENCED IN FUTURE PHASE. TIERED SOFTURF AREAS FOR Bocce AND CORN-HOLE.
9. CONCRETE PAD FOR NITROGEN TANKS, FENCED. NITROGEN TANKS BY OWNER TO BE 20' DIA, 67" TALL, 200L CAPACITY. SEE MECHANICAL FOR UNDERGROUND PIPING FROM TANKS TO BUILDING.
10. EXISTING BRONZE STATUE TO REMAIN.
11. TRASH ENCLOSURE FOR (1) 4 YD DUMPSTER.
12. NEW BIKE RACK, FESTIVAL MOUNTED.
13. NEW CHANNEL LETTERING, EAIVE MOUNTED.
14. NEW 12" X 30" CONCRETE SPLASH BLOCKS BELOW DOWNSPOUT. EXISTING DOWNSPOUT TO BE REMOVED AND REPLACED.
15. NEW CHILLER ON CONCRETE PAD TO BE INSTALLED IN PHASE 2.
16. EXISTING POLE-MOUNTED LIGHT FIXTURES IN PARKING LOTS. SEE ELECTRICAL.
17. EXISTING DOWNSPOUT LOCATION TO DRAIN THROUGH NEW CONCRETE LANDING. SEE CIVIL DRAWINGS FOR MORE INFORMATION.
18. EXISTING STORAGE SHED.
19. BOLLARDS. SEE DETAILS ON THIS SHEET.
20. RECESSED DOCK LIFT BRIDGE. SEE DETAIL.
21. NEW CONCRETE LANDING PADS (DIMENSIONS VARY).
22. SPENT GRAIN SILO BY OWNER.
23. NEW RETAINING WALL. SEE CIVIL.
24. PAINT EXISTING WOOD BACKDROP FOR SIGNAGE. REPLACE SIGNAGE WITH NEW 10" DIMENSIONAL CAST METAL LETTERS TO READ "GRUNER BROTHERS BREWING." DIRECT MOUNTED.
25. EXISTING DOWNSPOUT TO REMAIN. NEW PAINT.
26. NEW TRENCH DRAIN. SEE CIVIL DRAWINGS FOR MORE INFORMATION.
27. EXISTING FLAG POLE TO REMAIN.
28. CONCRETE PAD FOR CO2 TANK. FENCED. CO2 TANK BY OWNER TO BE 7'-6" X 19'-9", AND 8'-6" 1/2" TALL 14-TON 15,500 LBS CAPACITY. SEE MECHANICAL AND ELECTRICAL FOR UNDERGROUND PIPING AND POWER FROM TANK TO BUILDING.
29. MONUMENTAL CAST METAL LETTERS TO READ "GRUNER BROTHERS BREWING". SIZE OF LETTERS TO FILL LENGTH OF EXISTING ROCK MONUMENT SIGN-FOLLOW CURVED PROFILE. EACH LETTER TO BE BASE-MOUNTED TO ROCK INDIVIDUALLY. DOWEL EACH POST INTO ROCK AND EPOXY.
30. Bocce Ball Court.

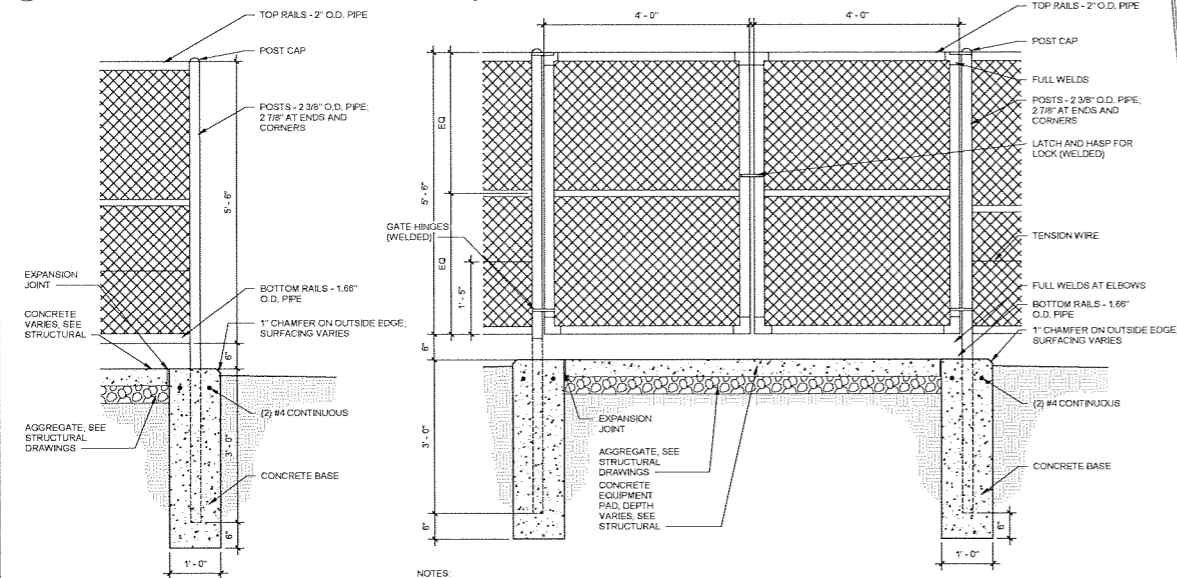
SITE GENERAL NOTES:

1. CONTRACTOR IS TO MAINTAIN CONSTRUCTION MATERIAL STORAGE WITHIN THE CONSTRUCTION LIMITS, UNLESS NOTED OTHERWISE.
2. CONTRACTOR IS TO BE RESPONSIBLE FOR SECURITY OF THE SITE AT ALL TIMES.
3. CONTRACTOR TO PROVIDE TEMPORARY CONSTRUCTION FENCE.
4. CONTRACTOR TO BE RESPONSIBLE FOR FINISH GRADING AROUND THE BUILDING. PROVIDE POSITIVE SLOPE AWAY FROM THE BUILDING.
5. FEATHER ALL NEW GRADES TO MEET EXISTING.
6. SIDEWALK TO REMAIN OPEN FOR PUBLIC USE.
7. PROTECT ALL TREES AND SHRUBS TO REMAIN FROM DAMAGE.
8. ALL DIMENSIONS GIVEN AT NEW CONCRETE PADS TO EDGE OF NEW PAD.
9. CONCRETE EXPANSION JOINTS ARE TO BE 20'-0" O.C. - CONTROL JOINTS ARE TO BE AT 5'-0" O.C. IN SIDEWALKS OR AS SHOWN.
10. SEE MECHANICAL & ELECTRICAL DRAWINGS FOR ALL MECHANICAL & ELECTRICAL SITE CONDITIONS.
11. SEE CIVIL PLANS FOR FURTHER INFORMATION.
12. NEW SIGNAGE ON (3) CITY SIGN BOARDS AT TURN OFFS OFF OF POPLAR STREET TO MATCH CITY STANDARDS.



1 BOLLARD SECTION
3/4" = 1'-0"

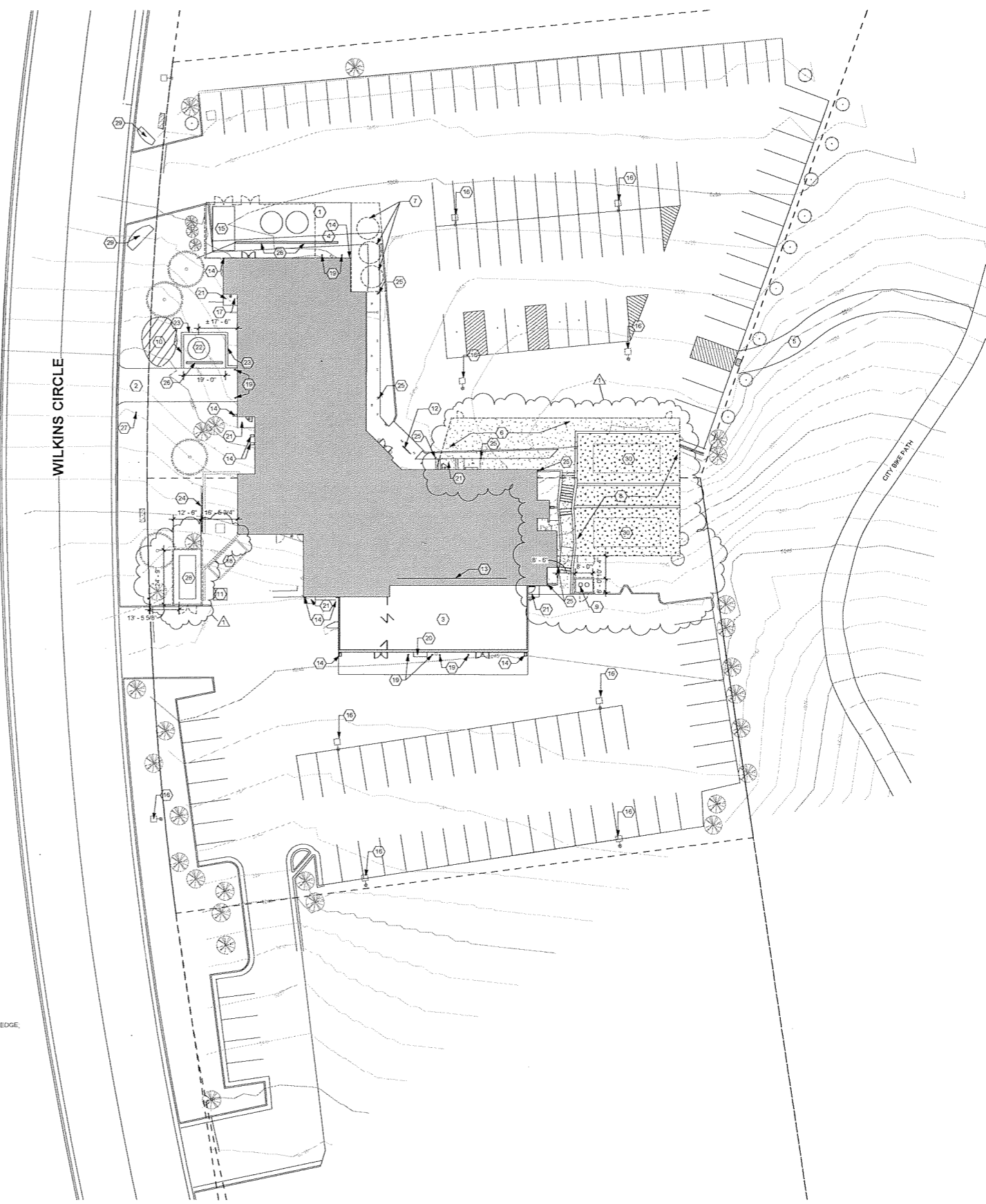
2 TYP. BOLLARD LAYOUT
3/4" = 1'-0"



- NOTES:
1. PIPE FOR POSTS AND RAILS TO BE GALVANIZED, SCHEDULE 40 WITH CENTER TO CENTER POST SPACING AT 4'-0" O.C. MAX.
 2. PROVIDE AND INSTALL GATE HINGES AND HASP FOR LOCK.
 3. GATE HINGES SHALL BE OF ALL WELDED CONSTRUCTION.
 4. RIVET/SALVAGE TOP AND BOTTOM OF ALL CHAIN LINK.
 5. ALL GATES TO OPEN OUT.

3 CHAIN LINK FENCE DETAILS
3/4" = 1'-0"

4 PERSON GATE
3/4" = 1'-0"



5 ARCHITECTURAL SITE PLAN
3/64" = 1'-0"

No.	Revision Description	Date
1	ADDORAME	10/20/17

THE GHIG, LLC
GRUNER BROTHERS BREWING - PHASE I
1301 WILKINS CIRCLE, CASPER, WY 82601

PROJECT #: 2009
DATE: 10/10/2017
DRAWN BY: BS/CW



ARCHITECTURAL
SITE PLAN

10/20/2017 3:22:40 PM N:\projects\2009 Gruner Brothers Brewing\GHIG\ARCHITECTURE\REV\10209_Gruner Brothers Brewery Central_2017.08.02_csmr.plt

RESOLUTION NO.17-234

A RESOLUTION APPROVING A SITE PLAN FOR REDEVELOPMENT AND SITE IMPROVEMENTS AT 1301 WILKINS CIRCLE, LOTS 9 AND 10, PLATTE RIVER INDUSTRIAL PARK ADDITION.

WHEREAS, application has been made for site plan approval for site improvements and redevelopment of a 22,263 square foot building for the establishment of a brewery and restaurant on Lots 9 and 10, Platte River Industrial Park Addition, located generally 1301 Wilkins Circle; and,

WHEREAS, the proposed brewery and restaurant is located on land within the Platte River Industrial park and is governed by the Platte River Industrial Park Covenants (Instrument No. 286988) and therefore requires the approval of the City Council due to a change in land use and proposed site improvements; and,

WHEREAS, the governing body of the City of Casper finds that the site plan and land use for the redevelopment of a structure for the purposes of a restaurant, brewery, tasting room, beer garden, and distribution center on Lots 9 and 10, Platte River Industrial Park Addition, should be approved.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, this resolution approving the site improvements and change in land use for the redevelopment of a structure at 1301 Wilkins Circle as a restaurant, brewery, tasting room, beer garden and distribution center.

PASSED, APPROVED AND ADOPTED this ____ day of _____, 2017.

APPROVED AS TO FORM:



ATTEST:

Fleur D. Tremel
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Kenyne Humphrey
Mayor

October 30, 2017

MEMO TO: J. Carter Napier, City Manager *JCN*
FROM: Andrew Beamer, Public Services Director
Dan Coryell, Parks Manager
SUBJECT: Authorizing a Lease Agreement with Mountain Sports for the Operation of Ski and Snowboard Equipment Rental at Hogadon Ski Area.

Meeting Type & Date

Regular Council Meeting
December 5, 2017

Action Type

Resolution

Recommendation

That Council, by resolution, authorize a lease agreement between the City of Casper and Mountain Sports, for the operation of ski and snowboard equipment rental at Hogadon Ski Area (Hogadon).

Summary

For many years this lease agreement has provided the public with an equipment rental service at Hogadon. It is designed to improve the use and enjoyment of the ski area and also provide a seasonal income range of \$2,500-\$5,000 to the City. Mountain Sports has also benefited as a result of this business association through additional rental equipment profits and the use of an on-site City facility to conduct business.

The Mountain Sports lease term will be for a period of five years commencing on November 21, 2017, up to and including the 30th day of September 2022. Payment to the City will be 3% gross receipts in the first year with an escalator to 5% in the second season and topping off at 8% for the final three seasons on the agreement.

A good long-term lease relationship exists between the City of Casper and Mountain Sports, and should continue with the renewal of this lease agreement.

Financial Considerations

Fees associated with gross receipts from Mountain Sports

Oversight/Project Responsibility

Dan Coryell, Parks Manager
Christopher Smith, Ski Area Superintendent

Attachments

Resolution
Lease Agreement

LEASE AGREEMENT

THIS LEASE entered into this ____ day of _____ 2017, between the City of Casper, Wyoming, a Municipal Corporation, referred to as "Lessor," and Mountain Sports, referred to as "Lessee." This Lease will replace any previous agreements between the parties.

IN CONSIDERATION of the Lease, covenants, and conditions herein set forth, the Lessor and Lessee hereby covenant, promise, and agree as follows:

1. LEASED PREMISES:

Lessor does hereby agree to lease, and Lessee does hereby agree to lease from the Lessor, for the term herein after provided, and any renewals thereof, an area of 1540 square feet designated by the Lessor within the Hogadon Basin Ski Area Lodge's lower level suitable for ski and snowboard rentals as depicted in Exhibit A.

2. LEASE TERM:

The term of this Lease shall be for a period of 5 years (sixty months) commencing on November 21, 2017 to and including the 21st day of November 2022.

3. RENT:

Lessee shall pay Lessor a monthly rental fee of Two Hundred Fifty Dollars (\$250.00) for the use of the space. A separate fee of five percent (5%) of the gross receipts per month will also be charged for all business transacted at the ski area. Gross receipts are defined as total receipts, less sales tax. All fees are due and payable to the City on or before the 10th day of each month of this Lease. Lessee's failure to pay Lessor the above described fee on or before the 10th day of any month of this Lease shall be considered a material breach and default by the Lessee of the terms and conditions of this Lease. All such rents shall be payable to the City at 200 North David Street, Casper, Wyoming, 82601.

4. PURPOSE:

The demised premises are leased to Lessee for the sole and exclusive purpose of operating a retail ski, snowboard, snowshoe, bike, and related accessories business including the sales, rental, maintenance and storage of these items. Provided however, Lessee shall not utilize the facilities for the sale of food, servicing, or rental of snowmobiles, or the provision of downhill ski lessons. Unless otherwise listed, Lessee must obtain permission from Lessor to sell items in its retail business.

5. EXCLUSIVITY :

Lessee is hereby given the exclusive right to rent and sell the pre-mentioned items listed in section 4, within the confines of Hogadon Basin Ski Area. Any other vendors of the listed items will not be permitted to operate within the confines of Hogadon Basin Ski Area.

6. SEASON PASSES:

Lessee shall pay the City Three Hundred Dollars (\$300.00) for lift privileges for Lessee and Lessee's employees while actively employed during the ski season. Lessee shall notify Hogadon Basin Ski Area staff immediately when an employee is no longer actively employed as to warrant free lift privileges, and when an employee is added to the actively employed list.

7. LAWS AND REGULATIONS:

Lessee shall be solely responsible for compliance with all laws, orders, and regulations of federal, state and municipal authorities and with any direction of any public officer, pursuant to law, which shall impose any duty upon Lessee with respect to the real property and fixed assets. Lessee shall obtain all licenses or permits which may be required for the conduct of its business within the terms of this Lease.

8. INSURANCE AND DAMAGE:

8.1 - Lessor shall keep the building of which the demised premises are a part insured against loss or damage by fire or other casualty. In the event the demised premises are damaged or destroyed by fire or other causes directly attributable to the negligence of Lessee, then Lessor shall forthwith proceed with due diligence to repair and restore the same to the same condition as existed before such damage or destruction; provided, however, that in the event that the demised premises are damaged or destroyed by fire or other causes to the extent that, in the opinion of the Lessor, it would not be feasible to repair or rebuild the demised premises, the Lessor may, at its option, terminate this Lease instead of rebuilding and repairing the demised premises. If because of fire or other cause the demised premises are rendered untenable, then the rent shall abate until the premises are restored to their former condition.

8.2 - In the event that the premises are rendered untenable by virtue of fire or other casualty, the Lessor must elect within fifteen (15) days of such fire or other casualty to restore said premises or terminate this Lease as above provided, and shall give Lessee written notice of such election within said fifteen (15) day period. In the event Lessor elects to rebuild the demised premises, then within fifteen (15) days after the fifteen (15) day period, it shall commence such restoration and prosecute the same with due diligence. In the event that Lessor fails and neglects to notify Lessee within such fifteen (15) day period, the Lessee may, at its option, terminate this Lease by giving Lessor written notice thereof. Lessee shall insure all of its property on the demised premises and will hold harmless and indemnify Lessor against any loss, cost, or damages to said property.

8.3 - Prior to commencement of this Lease, Lessee shall procure and at all times maintain with insurer acceptable to the Lessor the following minimum insurance protecting the Lessee and Lessor against liability from damages because of

injuries, including death, suffered by persons, including employees of the Lessor, and liability from damages to property arising from and growing out of the Lessee's negligent operations in connection with the performance of this agreement.

LIMITS

A.	Workers' Compensation	Statutory
B.	Comprehensive General Liability	\$500,000 Combined single unit

- 8.4 - Lessee shall provide the Lessor with certificates evidencing such insurance as outlined above **prior** to beginning any occupancy under this agreement. Such certificates shall provide thirty (30) days advance notice to Lessor of cancellation, material change, reduction of coverage, or non-renewal, and except for Workers' Compensation insurance, shall list the Lessor as an additional insured.
- 8.5 - In addition, upon request by the Lessor, Lessee shall provide Lessor with copies of insurance policies and/or policy endorsements listing the Lessor as an additional insured. Lessee's failure to request or review such insurance certificates or policies shall not affect Lessor's rights or Lessee's obligations hereunder.
- 8.6 - Lessee agrees to forever indemnify the Lessor, its employees, officers, council members, officials, agents, and members of its boards or commissions, and hold them harmless from all liability for damages to property, or injury to or death to persons, including all costs, expenses, and attorney's fees incurred related thereto, arising from the negligence of the Lessee.
- 8.7 - It is recognized by and between the parties to this agreement that the insurance requirements contained herein are the maximum liabilities which may be imposed under Wyoming Statutes 1-39-101 et seq. In the event the maximum liability allowed by law is altered, either during the term of this agreement, or any subsequent terms, then such insurance as outlined above from the Lessee shall be amended accordingly so as to provide insurance in an amount equal to or greater than the maximum liability imposed by law. The parties agree that failure to provide proof of insurance as outlined above, or any lapse in that coverage, will result in the Lessor having the option to immediately terminate this agreement.
- 8.8 - The Lessee shall procure and maintain, at its own cost, any additional kinds and amounts of insurance which, in its own judgment, may be necessary for its proper protection.

9. ADVERTISING:

- 9.1 - Lessee shall have the right to procure and to install, affix, maintain and replace appropriate signs displaying advertising matter at the facility and or on the property. All advertising shall be subject to the Lessor's right to accept or reject the same, including the right to accept or reject sponsors and advertising content, to ensure that any advertising placed at the facility and or on the property is appropriate in connection with the intended use of the property and its related facilities. Lessee shall not, in procuring, installing, displaying, or replacing any advertising material, violate any person's right to privacy or infringe upon trademarks, trade names, copyrights, or proprietary rights of any person, and shall indemnify and hold harmless the Lessor against any and all claims and costs including legal fees for any such infringement either actual or alleged. It is understood and agreed that any approval by the Lessor of advertising material shall not constitute a waiver of Lessee obligations concerning such violations or infringement. Advertisement(s) cannot be pre-sold beyond the time periods or terms of the Lease.
- 9.2 - Lessee agrees to participate and work in cooperation with the Lessor, Ski Area Management, Casper Mountain Snow Sports School, and Casper Mountain Racers to assist in mutually beneficial advertising, marketing, and promotional ski packaging efforts.
- 9.3 - The parties agree that all advertising in place at the facility and/or on the leased property is owned by the Lessee and shall remain the property of the Lessee, and shall be subject to removal by Lessee at any time.

10. INDEMNITY OF LESSOR:

In further consideration of this Lease, Lessee agrees to indemnify and hold harmless the Lessor in the event of any death or injury to persons or damage to property which may result from or arise out of the use or occupancy of the real property and fixed assets, or any action done thereon by the Lessee, its agents or employees, customers, or any person coming or being thereon by license or permission of Lessee, expressed or implied, or otherwise entering upon the property, and Lessee agrees to indemnify Lessor and hold it harmless from any and all costs, damages, attorney's fees, expenses, and liability to any persons or property for any such causes, except loss or injury due to negligence of the Lessor.

11. ASSIGNMENT:

Lessee may not assign this Lease in whole or part and may not sublet all or part of the leased premises without the written consent of the Lessor.

12. RIGHT TO ENTRY:

The Lessor reserves the right to enter the leased property for the purpose of maintenance, public safety, and other general inspections. Lessor and Lessee shall conduct pre-season/post-season leased facility inspections, to insure facility is in the same or better condition as when initially leased/returned. If property does not meet same or better conditions as when initially leased, Lessee must make any and all necessary repairs at its sole cost and expense.

13. MAINTENANCE:

13.1 - Lessee shall, during the term of this Lease or any renewals thereof, keep the leased premises and facilities in good order and repair commensurate with operation of the Lessee's intended use of those premises and facilities, and as necessary to adequately protect clients, guests, invites, and participants, and shall at his sole cost and expense, make any repairs necessary to the leased premises and facilities for these purposes. Upon request of the Lessee, and at the sole discretion of the Lessor, the Lessor may provide reasonable maintenance of the leased premises and facilities; however, the cost of said maintenance shall be paid by the Lessee. Notice of required maintenance may be made by Lessor, and Lessee will abate the problem within seven (7) days, unless otherwise agreed in writing by Lessor.

13.2 - Lessor shall, during the term of this Lease or any renewals thereof, perform major premises and facility repairs and maintenance to electrical, plumbing, heating, cooling, ventilation, water, sewer, irrigation, pump/well, sanitation, natural gas, lighting, general building, fencing, and general land area amenities and systems; in which each single incident of repair exceeds Two Hundred Fifty Dollars (\$250) per occurrence. Lessee shall be responsible for all minor maintenance and repairs to the premises and facilities, in the previously noted system and amenity categories, in which each single incident of maintenance or repair is Two Hundred Fifty Dollars (\$250) per occurrence, or less. Each party, except in the case of an emergency, shall inform the other, prior to the repair(s) required, of the location, nature, necessity, and quoted price of the repair(s) that are being made to the leased premises and facilities.

13.3 - Lessor agrees to maintain and repair all entrance/egress doors, locks, and closures; and provide Lessor with five (5) keys to the leased premises.

14. ADDITIONS, ALTERATIONS AND IMPROVEMENTS:

14.1 - The Lessee, at its sole cost, risk, and expense; may construct both temporary and permanent facilities or fixtures for its benefit and the benefit of clients, customers and participants, Such facilities and fixtures shall meet all applicable city, state, federal regulations and requirements and such other requirements as may be prescribed by the Lessor at its sole discretion.

- 14.2 - The plans and specification for any additional temporary and permanent facilities and fixtures shall first be submitted to the Lessor for approval in accordance with existing codes and or standards, prior to construction. At the time of submission, the Lessee shall designate whether the facility or fixture is permanent or temporary, and in the case of the latter, for what period of time it will remain in use. The Lessor shall have authority, at its sole discretion, to approve or disapprove of all additional facilities or fixtures placed upon the leased premises.
- 14.3 - Lessee may, upon termination of this Lease, remove all facilities or fixtures it constructed and which are of a temporary nature. Any permanent facility or fixture shall be considered the property of the Lessor.
- 14.4 - The Lessor reserves the right to make such improvements to the property, facilities or fixtures as it may desire, upon reasonable notice to Lessee, provided the improvements do not substantially conflict with the intended use of the premises described herein, as determined by the Lessor, or its designated representative in its sole discretion.

15. UTILITIES:

The Lessor shall, at its own cost and expense, provide all utilities upon the leased premises, and shall pay as and when due all utility charges. Lessor will provide phone equipment and service to integrate with the lodge phone system including a dedicated phone number for the rental shop. Lessee shall, at its own cost and expense, provide its own internet service and equipment.

16. DEFAULT AND SURRENDER OF LEASED PREMISES:

- 16.1 - In the event Lessee shall fail to make any payment called for within fifteen (15) days after the same shall fall due, the Lessor may terminate this Lease by giving Lessee written notice of such termination; or, in the event the Lessee fails to perform any other obligations called for herein on his part to be performed, and upon receiving written notice of such deficiency by Lessor, and upon Lessee's failure to cure such deficiency within fifteen (15) days after receipt of such notice; the Lessor may, by written notice to Lessee, terminate this Lease Agreement.
- 16.2 - Upon such termination, Lessor shall be entitled to possession of the leased premises and all permanent improvements therein made by Lessee, without further notice or demand, and Lessee shall peacefully surrender the leased premises and all other permanent improvements therein made by Lessee. If Lessee shall refuse to surrender and deliver up the possession of the premises, the Lessor without further notice or demand, may re-enter the premises and repossess by force, summary proceedings, ejectment, or otherwise using such help, assistance and force, in doing so that may be equal and proper without being liable for prosecution of damages therefor, and without prejudice to any remedy allowed by law or equity.

17. REIMBURSEMENT OF DEFAULT AND EVICTION EXPENSES:

Lessee shall pay and indemnify Lessor against all legal costs and expenses, including attorney's fees, in obtaining possession of the leased premises and facilities after a default of Lessee in surrendering possession, upon the expiration or early termination of the term of this Lease, or enforcing any covenant of the Lessee herein contained.

18. SURRENDER OF REAL PROPERTY AND FIXED ASSETS:

18.1 - Lessee shall at the expiration of the leased term or any renewal thereof, or on termination thereof, surrender the leased premises free of subtenancies, liens, or other encumbrances, together with alterations or additions and improvements which may have been made thereon; except for temporary facilities or fixtures put in at the expense of the Lessee, or at the expense of any sub-lessee, subject; however, to the subsequent provisions hereof. All the property removable, pursuant to the provisions of this paragraph, shall be removed by Lessee at the expiration of the lease term, or any renewal thereof, and all property not so removed shall be deemed abandoned by the Lessor.

18.2 - Lessor has the option to purchase all of the removable property (excluding equipment) that the Lessee has acquired for the operation of the leased premises and facility operations at the termination or expiration of this lease (agreement). The purchase price shall be the fair market value of the assets at the time of termination or expiration of the Lease.

19. FINANCIAL RECORDS:

19.1 - Lessee shall, with respect to all business done by it at the Hogadon Ski Area, keep true and accurate accounts, records, books, and data which shall, among other things, show all sales made and services performed for cash, credit, or otherwise (without regard to whether paid or not), and also the gross receipts of said business and the aggregate amount of sales and services and orders and of all Lessee's business done upon the premises.

19.2 - Lessee shall provide both a complete, full-day rental schedule and a complete, half-day rental schedule on those days when Lessor offers the public both a full-day ski lift ticket and a half-day lift ticket.

19.3 - The term gross receipts as used herein shall include the gross sales or rental price of all goods, wares, and merchandise of any nature or kind whatsoever sold or rented in, on, from, upon, and through said leased premises or any part thereof and rental or wholesale, whether singly or in bulk, including all goods, wares, and merchandise sold or rented in, on, from, upon, and through any part of the demised premises by the Lessee or any other person or corporation, and the gross charges for all services performed by said Lessee or any other person, firm, or

corporation for which charge is made by the Lessee or by any other person, firm, or corporation selling merchandise or performing any services of any kind or character on, from, in, upon, or through said demised premises, or any part thereof, and shall include gross receipts of vending, merchandising, or concession devices of any nature and shall include any sales, whether for cash or upon credit, regardless of when or whether paid for or not.

- 19.4 - It is agreed that the term gross receipts (rental and retail sales) shall not include any sales tax, use tax, occupational tax, or similar tax or imposition now or hereafter levied by any federal, state, county, or municipal authority upon the rental sales of the merchandise or services rendered by the Lessee.
- 19.5 - It is agreed that all sales and business transacted, made or arranged and all orders for goods or services taken in, from, or through, the leased premises shall be considered as having been made and completed upon the premises, whether the business is transacted in, or the merchandise is delivered from, the leased premises or not, and regardless of whether the collection of the amounts due thereof is transferred to any other office of the Lessee.
- 19.6 - Lessee shall, on or before the 10th of the month in which the percentage of gross receipts is due and payable to Lessor each and every month during the term hereof, submit to the Lessor a detailed statement showing the gross receipts from the operation of the ski and snow board rental facility for the preceding calendar month. These reports shall show such reasonable detail and breakdowns as may be required by the Lessor. Such statements shall be accompanied by the Lessee's payment for the rentals due hereunder.
- 19.7 - Lessor and its agents shall have the right, at all reasonable times and at all ordinary business hours of the day, to inspect and examine such records, cash registers, books, and other data as required to confirm the gross receipts as defined hereinabove. Lessor shall be entitled to this inspection at the leased premises, and at Lessee's facility located at 543 South Center Street, Casper, Wyoming, 82601.
- 19.8 - Lessee agrees to permit the Lessor, at Lessor's expense, at any time from time to time, to have an audit made of such books, records, and accounts, and other data as required confirming the gross receipts as defined hereinabove by an accountant appointed by Lessor.
- 19.9 - Lessee further agrees to keep, preserve, and retain for at least one (1) year after the expiration of each lease year, all sales slips and other pertinent records having to do with sales or rentals.

20. TERMINATION:

Lessor has the right to terminate this Lease for cause by giving not less than sixty (60) days written notice to Lessee of such termination. It is agreed by both parties that any breach of any term of this Lease shall constitute cause for termination.

21. NOTICE:

Any notice by either party to the other shall be in writing and shall be deemed to be duly given only if delivered personally or mailed by certified mail, return receipt requested, postage paid, addressed to Lessor at 200 North David Street, Casper, Wyoming, 82601 or Lessee at 543 South Center, Casper, Wyoming, 82601, or such address as either party may designate, in writing for notices.

22. TAXES & ASSESSMENTS:

Lessee agrees to pay all applicable local, state, and federal taxes.

23. RENTAL EQUIPMENT INVENTORY:

Lessee agrees to keep current technology models and adequate numbers of ski equipment rental supplies (poles, boots, skis, snowboards, and associated accessories), with a 20-25% current equipment turnover rate to accommodate an annual recreational skiing public of approximately 20,000 skier visits. Lessee may use the premises for off-season storage of this equipment and fixtures that are a part of the regular rental operation. When off-season maintenance and improvements are required by the Lessor, in the rental facility, Lessee will cooperate with the Lessor in any required moving of stored equipment and fixtures.

24. WAIVER:

No failure by Lessor to insist upon the strict performance of any terms or conditions of this Lease, or to exercise any right or remedy available on a breach thereof, and no acceptance of full or partial payments during the continuance of any breach shall constitute a waiver of any such breach or for any term or condition of this Lease. No term or condition of this Lease required to be performed by Lessee, and no breach thereof, shall be waived, altered, or modified, except by a written instrument executed by Lessor. No waiver of any breach shall affect or alter any term or condition of this Lease, and such term or condition shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

25. ENVIRONMENTAL COMPLIANCE:

25.1 - Lessee shall conduct its operation on the property in compliance with, and shall not permit the property to be in violation of any applicable local, state, or federal environmental laws. Lessee shall obtain and maintain in effect all permits required by any environmental laws for the property, and its uses, and furnish to

Lessor copies of the permits upon request. Lessee shall comply with all reporting requirements of 42 U.S.C. 1101, et. seq. (*Emergency Planning and Community Right to Know Act*).

- 25.2 - Lessee shall not handle, store, dispose of, or allow the handling, storage or disposal of any hazardous waste as defined in 42 U.S.C. 6903 (5), or hazardous substance as defined in 42 U.S.C. 9601 (14), on the property, and shall not discharge any waste onto lands or any surface water or ground water at or near the property. Lessee shall manage all hazardous substances and chemicals, which it handles off-site, but in proximity to the subject property in accordance with all applicable laws and regulations. Lessee shall not bring onto the property any substances known to cause human injury, including, without limitation, cancer or reproductive toxicity, except those, which are necessary for the prudent and necessary management of Lessee's lawful operations on the property. In addition, Lessee shall comply with all laws, regulations, and standards applicable to those substances.
- 25.3 - Lessee shall immediately advise Lessor in writing of: (1) any and all governmental agencies' regulatory proceedings or enforcement actions instituted or threatened, which require or could require investigation, mitigation, clean-up, alteration, or abatement of any conditions on the property; (2) all claims made or threatened by any party against Lessee or the property, relating to damage, contribution, cost recovery, compensation, loss or injury resulting from any pollutant, or hazardous substance; and, (3) Lessee's discovery of any occurrence or condition on the property which might subject Lessee, Lessor, or the property to any restrictions on ownership, occupancy, transferability, or use of the property under local, state or federal environmental law.
- 25.4 - Lessor shall make and conduct regular investigations of the property to determine the presence thereon of any hazardous substance which may have been deposited on the property by any party, including third parties, and shall report any condition which indicates the presence of such substance immediately to Lessor and to the proper authorities. Lessee shall advise Lessor, upon request of all such investigations, which have been made, the dates of such investigations, and the method of investigation. These investigations shall be made by Lessee not less than on a monthly basis. Lessee, in addition, shall take all reasonable precaution to prevent the dumping, discharge, or threatened discharge of any hazardous substance on the property by any third persons, and shall advise the Lessor in writing, upon request, of all such precautions which have been taken.

26. ON-SITE MANAGEMENT:

The Lessee will ensure that the on-site manager follows all appropriate customer service guidelines and maintains an appropriate professional rental services atmosphere and operation. The Lessor reserves the right of intervention concerning any unresolved customer service disputes, the resolution(s) of which shall be in the best interest of all

parties involved. The intent of which is provide the customer with the best possible customer service, within reasonable resources of the Lessee and the Lessor.

27. GOVERNMENTAL CLAIMS ACT:

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

28. TIME OF ESSENCE:

Time is of the essence in this agreement and all obligations shall be performed in a timely manner.

29. BINDING EFFECT:

This agreement shall insure to the benefit of and be binding upon the parties hereto, their respective successor, heirs, devisees, and assigns.

30. ENTIRE AGREEMENT:

This Lease contains the entire agreement between the parties, and it is agreed that neither Lessee or anyone acting on its behalf has made any statements, promise, or agreement, or take upon itself any engagement whatever, verbally, or in writing, in conflict with terms of this Lease that in any way modifies, varies, alters, enlarges, or invalidates any of its provisions, and that no obligation of Lessor shall be implied in addition to the obligations herein expressed.

IN WITNESS WHERE OF, the parties hereto have executed this Lease the day and year first written.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Kenyne Humphrey
Mayor

WITNESS

Dan Coyell

Printed name: *Dan Coyell*

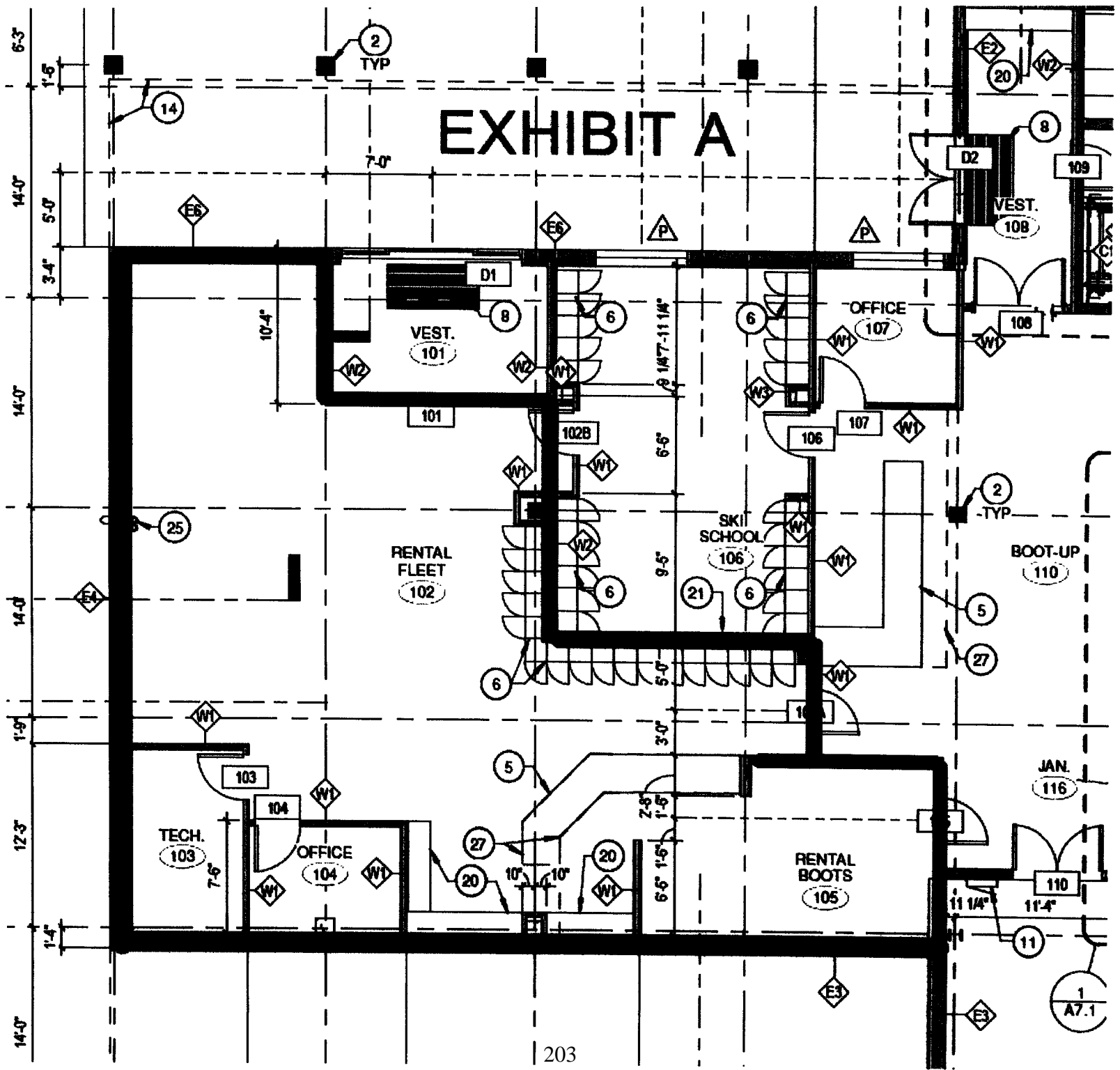
Title: *Ports Manager*

MOUNTAIN SPORTS



Bruce Lamberson
Owner

EXHIBIT A



RESOLUTION NO.17-235

A RESOLUTION AUTHORIZING A LEASE BETWEEN THE
CITY OF CASPER AND MOUNTAIN SPORTS.

WHEREAS, City is the owner of the Hogadon Basin Ski Area and desires to retain the services of Mountain Sports for the purpose of renting ski equipment to the public; and,

WHEREAS, the City of Casper and Mountain Sports agree to the terms and conditions of the lease.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a lease agreement between the City of Casper and Mountain Sports for the use of the lower level rental area in the lodge at Hogadon Basin.

PASSED, APPROVED, AND ADOPTED on this ____ day of _____, 2017.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Kenye Humphrey
Mayor

October 30, 2017

MEMO TO: J. Carter Napier, City Manager *JCN*

FROM: Andrew Beamer, Public Services Director
Dan Coryell, Parks Manager

SUBJECT: Authorizing a Lease agreement with Casper Mountain Ski Patrol (CMSP) for the 2017-18 ski season at Hogadon Basin Ski Area.

Meeting Type & Date

Regular Council Meeting
December 5, 2017

Action Type

Resolution

Recommendation

That Council, by resolution, authorize a lease agreement between the City of Casper and CMSP for the 2017-18 ski season at Hogadon Basin Ski Area (Hogadon).

Summary

The Casper Mountain Ski Patrol (CMSP) is a National Ski Patrol affiliated non-profit organization dedicated to providing professional and volunteer emergency medical services to the outdoor recreation community that frequents Hogadon. CMSP's efforts and value at Hogadon are greatly appreciated and a much needed asset to daily operations at Hogadon. The Ski Patrol serves the public without charge in the rescue and outdoor emergency care of injured or lost skiers and also promotes safety and courtesy in the sport of skiing at Hogadon.

CMSP will lease the entire upper level of the Ski Patrol building for patrol housing and first aid supplies. A mutually agreed upon space in the bottom half of the ski patrol building is also utilized as storage for Ski Patrol. As stated previously, CMSP is a non-profit organization and is staffed entirely with volunteers; meaning, there is no charge for the use of the space or utilities. The lease term will be for the 2017-2018 season; however, CMSP shall have the option to renew the lease for additional season terms, under the same terms and conditions set in the lease, by giving the City a thirty (30) day written notice prior to October 1 of any and all subsequent years.

Financial Considerations

NA

Oversight/Project Responsibility

Dan Coryell, Parks Manager
Christopher Smith, Ski Area Superintendent

Attachments

Resolution
Lease Agreement

LEASE AGREEMENT

THIS LEASE, entered into this ____ day of _____, 2017, between the City of Casper, Wyoming, a municipal corporation, referred to hereinafter as "City," and Casper Mountain Ski Patrol, a Wyoming Non-profit corporation, a unit of the National Ski Patrol System, Inc., referred to as "Ski Patrol." This Lease will replace any previous agreements between the parties.

IN CONSIDERATION of the Lease, covenants, and conditions herein contained, the City and Ski Patrol hereby covenant, promise, and agree as follows:

1. LEASED PREMISES:

City does hereby agree to Lease, and Ski Patrol hereby Leases from the City, for the term hereinafter provided, and any renewals thereof, the entire top floor, Fifteen Hundred (1500) square feet, of the Ski Patrol building for Ski Patrol housing and First Aid as shown in Exhibit "C". An additional and mutually agreed upon space within the lower level of the Ski Patrol building for supplies is also leased to Ski Patrol.

2. OBLIGATIONS OF SKI PATROL:

Ski Patrol agrees to provide, as an agent of the City, the following services and to do, or cause to be done, the following:

A. **Qualifications:** To be considered an active patroller at Hogadon Basin, and to qualify for benefits described in section 3A of this Lease, all members of the Ski Patrol shall meet the qualifications and by-laws established by the most recent edition of the Casper Mountain Ski Patrol Operations Manual and the National Ski Patrol System, Inc., as prescribed for the Northern Division and as applied to the various established classifications of patrollers.

B. **Duties:**

- 1) As set forth in EXHIBIT "A" "Casper Mountain Volunteer Ski Patroller Job Description," which is hereby made a part of this Lease.
- 2) Ski Patrol shall serve the public without charge in the rescue and Outdoor Emergency Care of injured or lost skiers.
- 3) Ski Patrol shall assist in promoting safety and courtesy in the sport of skiing at the Hogadon Basin Ski Area.
- 4) Ski Patrol shall, as an organization, be trained in accordance with the Outdoor Emergency Care (OEC) standards and the rescue methods prescribed by the National Ski Patrol System, Inc.
- 5) Ski Patrol will use its best efforts to provide a minimum of five (5) patrollers on each Saturday and Sunday during the current ski season.

- 6) Ski Patrol agrees that it shall comply with all applicable federal, state, county, and local laws, rules, and regulations, and agrees to comply with City rules and regulations established for the Hogadon Basin Ski Area.

C. Specific Responsibilities:

- 1) Ski Patrol shall use its best efforts to provide adequate coverage of the entire Hogadon Basin Ski Area terrain and, when there is a full crew, shall insure a proper rotation system providing for one (1) registered patrol member at the top of the ski area's slopes at all times, whether in the patrol facility or at the top of the lifts.
- 2) Ski Patrol shall be responsible for all on hill duties as assigned. Responsibilities include the hill "sweeps" at the beginning of each ski day prior to the opening, and a mid-day sweep, of the area. All Ski Patrol shall be responsible for the slopes "sweep" at the end of every ski day to clear the ski area terrain of skiers after closing.
- 3) Duty day for Ski Patrol will begin at 8:00 a.m. on any particular day, until the hill has been swept after closing as provided above. All on-duty ski patrollers will participate in the sweep of the slopes, unless excused by the Hogadon Basin Ski Area Operation Technician(s), as defined in EXHIBIT "A".
- 4) Ski Patrol agrees that it shall familiarize its ski patrollers with all ski runs, nearby trails, hill equipment, communications systems, emergency systems, and Outdoor Emergency Care (OEC) duties prescribed.
- 5) Ski Patrol agrees to keep all toboggans used in rescue operations checked as to condition daily, and shall locate the same at appropriate positions.
- 6) Ski Patrol agrees to keep all other equipment and supplies in necessary order and proper repair, and to notify ski area management of any repairs.
- 7) Ski Patrol shall spend the majority of each duty day skiing all runs on a rotational basis, including beginners' slopes, unless assigned to the top of the area or participating in on-the-slope training activities. Any Special Events will receive full time Ski Patrol presence.
- 8) All on-duty ski patrollers shall wear area approved jackets as well as fully equipped first-aid belts, vests, or packs. Only currently certified members of the National Ski Patrol shall wear the cross on their jackets, according to established National Ski Patrol guidelines.
- 9) Ski Patrol shall maintain the ski patrol facility in a neat and clean condition at all times, and shall be responsible for any and all repairs for damage caused by its members, their agents, or invitees, at its sole cost & expense.

- 10) The Ski Patrol will provide a yearly updated Duty Roster of active patrollers, starting prior to the opening of the ski season, to the Hogadon Basin Ski Area superintendent and staff.
- D. Insurance: It is agreed that each member of the Ski Patrol shall provide his/her own personal equipment and may, if he/she desires insure such property against any loss. The City shall not, under any circumstance, be an insurer of, or be responsible for lost, stolen, or damaged equipment or property owned by the Ski Patrol or its individual members.
- E. No liquor or alcoholic beverages are allowed anywhere in the Ski Patrol Facility.

3. OBLIGATIONS OF CITY:

The City shall have the following duties and obligations to the Ski Patrol in consideration for the services to be performed:

- A. Lift Privileges: On-duty patrollers will be permitted to cut lift lines during Emergency Situations to control the lift line. Active patrollers are eligible to receive a season pass for themselves free of charge; active patrollers spouses/wives and dependents under 19 years of age will be eligible to purchase a season pass at the current preseason pass rate (**for the current ski season of this agreement**). Also, active patrollers can show their season pass at the Hogadon ticket window and be issued up to a maximum of eight (8) daily lift tickets during the current season (these tickets may be given to friends or family members, at the patroller's discretion).
- B. The season passes shall only be valid for the current ski season. If, at any time, the patroller fails to meet the requirements set forth in the agreement (loses their active status) their season pass (and any passes issued to their spouses, or dependents) privileges shall be revoked until such time as the patroller is again classified as acting.
- C. It is expressly understood and agreed by the parties that the Ski Patrol, its own employees and volunteers are not employees of the City, and are not individually entitled to monetary compensation, or other benefits from the City, or coverage under the City's health insurance or other benefit plans. Ski Patrol hereby acknowledges that it, its own employees and volunteers are not covered as City employees under the City's health insurance or other benefit plans.
- D. Accident Insurance Coverage: In consideration of the Agreement, the City agrees to carry a supplemental Group Accident Insurance Policy for the Ski Patrol volunteers during the term of this Agreement. PROVIDED HOWEVER, the Ski Patrol and its volunteers, agree to strictly comply with the "Ski Patrol Injury Rules and Procedure" set forth in EXHIBIT "B," attached hereto, the same being incorporated herein at this point as fully set forth.

- E. Supplies and Equipment: City shall provide minimum oxygen supplies and equipment as prescribed by Ski Patrol's First-Aid Advisor and the Ski Area Operation Technician(s). Upon recommendation of the Ski Patrol, the City may provide unique equipment necessary for the effective operation of the Ski Patrol. In the event of any such purchases of equipment or supplies, said equipment or supplies shall remain the property of the City.
- F. City shall provide counseling services through Wyoming Counseling Center to any Ski Patrol volunteer that may encounter a traumatic event in the scope of their duties at the ski area. The volunteer must collect a letter from the City identifying the individual as an active unpaid worker before beginning counseling.

4. MANAGEMENT/PATROL RESPONSIBILITY RELATIONSHIP:

It is understood that the City, by and through the ski area management, has the responsibility for all operations conducted on its ski area. The patrol operates on the ski area at the will and sufferance of area management. Management procedures will be transmitted verbally and/or in writing to the patrol by patrol coordinator and/or area management for observance and direction in carrying out such management procedures as they pertain to patrol functions. Ski Area Management and Ski Patrol relationship shall follow the guidelines as established in the Ski Patrol Manual (14th edition), beginning on page 25, as stated under the 'Joint Statement of Understanding Between NSP (National Ski Patrol) and the NSAA (National Ski Area Association) as shown in Exhibit D.

5. TERM:

The term of the Agreement shall be for the length and duration of the ski season at the 2017-2018 Hogadon Basin Ski Area, unless sooner terminated as hereinafter provided. Provided, however, the Ski Patrol shall have the option to renew the agreement for five additional season terms, under the same terms and conditions as herein set forth, by giving the City a **thirty (30) day** written notice of its intent to exercise each option prior to October 1 of any and all subsequent years. The Ski Patrol agreement term renewals will be administratively renewed by the City.

6. TERMINATION:

- A. If the Ski Patrol shall fail to perform satisfactorily, or shall violate any of the agreements or stipulations of this Lease, the City shall thereupon have the right to terminate this Agreement, if such default or violation is not corrected within ten (10) days after submitting written notice to the Ski Patrol completely describing such default or violation.
- B. In the event that this Lease is terminated, the privileges of the Ski Patrol to perform its services, and leave its supplies and equipment, at the Hogadon Basin Ski Area shall be suspended for the balance of the term of the ski season.
- C. If City shall violate any of the agreements or stipulations of this Lease, the Ski Patrol shall have the right to terminate this Agreement, if not corrected within ten

(10) days after submitting written notice, and may cease furnishing the said services to City for the balance of said season and remove its equipment and property from said Ski Area.

7. UTILITIES AND MAINTENANCE OF THE LEASED PREMISES:

- A. The City shall, at its own cost and expense, provide all utilities upon the leased premises, and shall pay as when due all utility charges.
- B. The City shall be responsible for all normal and routine maintenance of the leased premises. The Ski Patrol shall be responsible for normal and routine cleaning of the leased premises.

8. LIABILITY INSURANCE:

It is agreed the City shall provide liability insurance under the provisions of the City's current liability policy for the Ski Patrol and all ski patrollers while performing their duties, under this Lease. City shall keep the Ski Patrol facility insured against loss or damage by fire or other casualty. In the event that the Ski Patrol facility is damaged or destroyed by fire or other causes, the City shall forthwith proceed with due diligence to repair and restore to the same condition as existed before such damage or destruction; provided, however, that in the event the Ski Patrol facility is damaged or destroyed by fire or other causes to the extent that, in the opinion of the City, it would not be feasible to repair or rebuild the facility, then the City may, at its option, provide another facility for the Ski Patrol. City agrees to maintain insurance on all supplies and equipment provided by the City for use by the Ski Patrol for the full replacement value thereof. The Ski Patrol shall maintain property insurance in the amount of the replacement value of all of its equipment located at the Ski Area. The City will pay the \$500 deductible on Ski Patrol insured property, as provided by the Ski Patrol Commercial Policy Insurance coverage.

9. TIME OF ESSENCE:

Time is of the essence in this agreement and all obligations shall be performed in a timely manner.

10. BINDING EFFECT:

This agreement shall inure to the benefit of and be binding upon the parties hereto, their respective successors, and assigns.

11. NOTICE:

Any notice by either party to the other shall be in writing and shall be deemed to be duly given only if delivered personally or if mailed by certified mail, postage paid, addressed to the City at 200 North David, Casper, Wyoming, 82601 or the Ski Patrol at P.O. Box 935, Casper, Wyoming, 82602, or such other address as the parties may designate in writing from time to time.

12. MISCELLANEOUS COVENANTS:

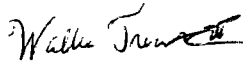
The City does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 et seq., and the City specifically reserves the right to assert any and all rights, immunities, and defenses it may have pursuant to the Wyoming Governmental Claims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

13. ENTIRE AGREEMENT:

This document contains the entire agreement between the parties, and it is agreed that neither the City nor anyone acting on its behalf has made any statements, promise, or agreement, or take upon itself any engagement whatever, verbally, or in writing, which conflict with the terms of this agreement or that in any way modifies, varies, alters, enlarges, or invalidates any of its provisions, and that no obligation of the City shall be implied in addition to the obligations herein expressed, and all the same controls with respect to the Ski Patrol.

IN WITNESS WHEREOF, the City and Ski Patrol have executed this Lease the day and year first above written.

APPROVED AS TO FORM:



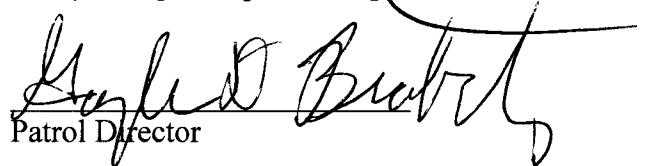
ATTEST:

Fleur D. Tremel
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Kenyne Humphrey
Mayor

Casper Mountain Ski Patrol
A Wyoming Non-profit Corporation



Patrol Director

EXHIBIT "A"

CASPER MOUNTAIN VOLUNTEER SKI PATROLLER JOB DESCRIPTION

1. **DEFINITION:** Assist Ski Area Operation Technician(s) in all phases of ski area operations.
2. **SUPERVISION:** Receives supervision from Ski Area Operation Technician(s). It is agreed that the assignment of the Hogadon Basin Ski Area Operation Technician(s) will be the day-leader for all Casper Mountain Ski Patrol Volunteer (CMSP) crews for the current ski season.
3. **RESPONSIBILITIES AND DUTIES:** Responsibilities include, but are not limited to the following essential duties:
 - A. Ski Patroller must meet the qualifications and by-laws established by the Casper Mountain Ski Patrol Operations Manual and the National Ski Patrol System, Inc., as prescribed for the Northern Division and as applied to the various established classifications of patrollers.
 - B. Ski Patroller shall spend the majority of each duty day skiing all runs on a rotational basis, including beginners' slopes, unless assigned to the top of the area or participating in on-the-slope training activities.
 - C. Accurately complete all reports and daily documentation, including Daily Sign-In Log, Operations Report, Daily Hut Duty Assignment and Accident Report.
 - D. Coordinate safe transportation for injured guests with ski area staff.
 - E. Ski Patroller will identify and mark all trails or conditions that are suspect to be hazardous. Upon discovery of such suspicious hazards, patroller will remain at the location when practical and notify ski area management. Pending elimination or control of the hazard, the Ski Patroller or ski area personnel will attempt to guide skiers clear of the suspected hazards.
 - F. Perform trail sweeps and inspections throughout the day, correct and/or mark hazards, and upon request, assist area management with boundary ropes and closed ropes, set/place/maintain all types of ski area signage. Retrieve and store all signage and markings utilized throughout the day.
 - G. Provide appropriate First Aid and insure accurate and complete documentation of skier injury report.
 - H. Provide public education of Safe Skier Responsibility Code and Terrain Park Rules.

- I. A report shall be made to the City's representative on the lift at the end of the day, noting that the slopes are clear.

4. QUALIFICATIONS:

- A. Capable of following directions.
- B. Possess a current Outdoor Emergency Care (O.E.C.) Card.
- C. Attend Annual O.E.C. Refresher course.
- D. Possess a current Cardio-Pulmonary Resuscitation Card.
- E. Attend Annual Cardio-Pulmonary Refresher course.
- F. Attend a yearly Chair Evacuation Training Session.
- G. Currently an active member of National Ski Patrol (NSP)
- H. Must be 15 years of age on or before the opening of the ski area.

EXHIBIT "B"

SKI PATROL INJURY RULES AND PROCEDURES

1. If a volunteer ski patroller is injured while performing duties for the Hogadon Basin Ski Area Management, the injured volunteer ski patroller shall comply with the following:
 - A. Report the injury **immediately** to any Hogadon supervisor or manager.
 - B. Complete a Notification of Injury Claim form with the City's Risk Management staff within 24 hours of the injury.
 - C. Complete a City of Casper Injury and Supervisor Investigation Report with the Ski Area Operation Technician(s) that worked the day of the injury within one week of the injury. Submit the report to the Risk Management staff when completed.
 - D. Ski Patrol shall investigate preventative measures that could be implemented to prevent the accident from reoccurring in the future, and provide recommended preventative measures to the City's Risk Management and Hogadon staff.
 - E. Ski Patrol shall review the Supervisor Investigation Report and recommend preventative measures in the next Casper Mountain Ski Patrol meeting.
 - F. Ski patrollers shall receive medical attention from Wyoming Medical Center's Occupational Health Management Center (OHM) if injury is not life threatening, and during normal business hours. The Primary Health Care Provider shall be from OHM.
 - G. Ski patrollers shall receive medical attention from the Emergency Room of the Wyoming Medical Center if the injury is life threatening, or if medical attention is needed outside of normal OHM business hours.
 - H. The City's Risk Management staff shall have the unqualified right to attend all Health Care Provider appointments for the injured ski patrollers.
 - I. Ski patrollers shall communicate or provide the City's Risk Management staff the following:
 - 1) All Employer(s) you worked for, the name of the Employer, the address of the Employer, the telephone number and fax number of the Employer with one day of the injury.
 - 2) All supervisor(s) names you worked for and their email address, telephone, and fax numbers within one day of the injury.
 - 3) Dates of any loss time from work due to the injury within the first week of the injury and then weekly thereafter.

- 4) Dates of light/transitional duty at work due to the injury, which shall be communicated as soon as light/transitional duty is commenced.
 - 5) All doctor releases to return to light/transitional duty or regular work, which shall be communicated immediately.
 - 6) Any request to OHM for change of doctor.
 - 7) Any doctor referrals.
- J. Communicate with the City's Risk Management staff in a cooperative manner.
- K. Communicate at least weekly with the City's Risk Management staff regarding progress of injury recovery.
2. In addition to the above requirements the Casper Mountain Ski Patrol shall comply with the following additional requirements:
- A. Review injury reports and near miss forms and provide recommended preventative measures to the City's Risk Management and Hogadon staff within one month of the injury.
 - B. Implement preventative measures when requested by Hogadon Management.
 - C. Enforce and ensure the compliance by the volunteer ski patrollers with the above stated requirements.

EXHIBIT C

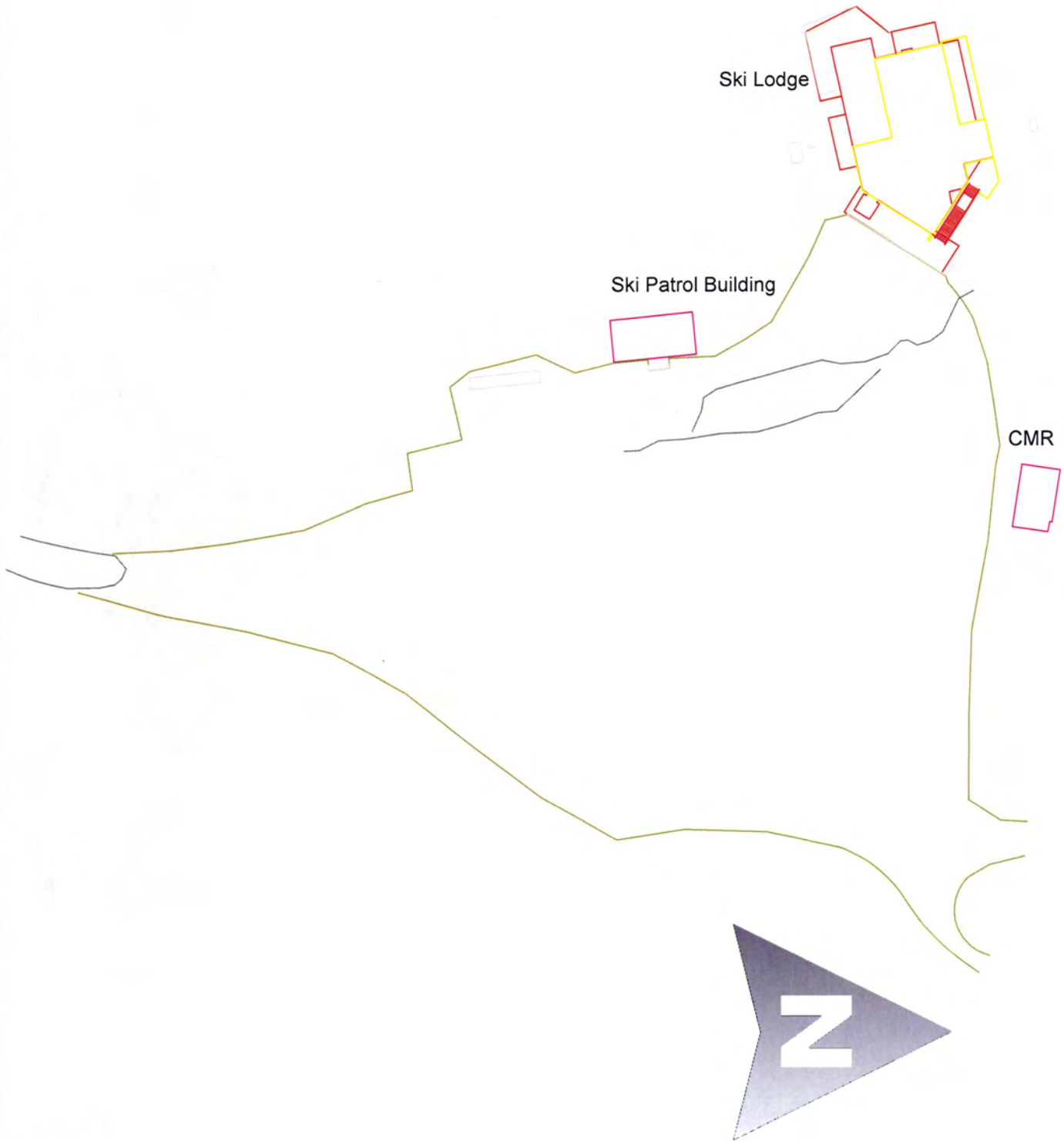


EXHIBIT D

Membership in the National Ski Patrol means being a part of the largest education association for patrollers in the world. Consequently, every NSP member—regardless of type of service, skill classification, or member level (see table 3.1)—is expected to demonstrate an above-average level of skills and knowledge in emergency response.

Of equal importance is the patroller's responsibility to display integrity, maturity, and good judgment. Additionally, NSP members are expected to display a good attitude toward ski patrolling. A patroller should always be cooperative, constructive, and demonstrate a willingness to accept responsibilities and a desire to improve skills and knowledge.

Type of Service

A patroller is an individual who, whether volunteering or receiving pay for services, works with an established ski or snowboard patrol to provide

CHAPTER

3

General Membership Guidelines

mountain resort guests with emergency care and rescue services under the supervision of area management or the public lands administration.

Area management generally delegates the recruitment of volunteer patrollers to the volunteer patrol director, who in turn may appoint a recruitment advisor. By the same token, management usually delegates the recruiting of paid patrollers to the paid patrol director. Local patrols develop recruitment programs appropriate for the ski area, location, and needs, although area management has the final say on the skill types and number of patrollers appropriate for the area.

EXHIBIT D

Volunteer

A *volunteer* patroller is an individual who performs services or assumes obligations, at his or her own free will, under the supervision of area management or the public lands administration.

The Joint Statement of Understanding between the National Ski Patrol and the National Ski Areas Association defines the relationship between ski area management and its volunteer patrols and patrollers (appendix D). Ski area management makes the final decision on how many patrollers the area will have, which patrollers can work or volunteer at the area, and what their responsibilities will entail. NSP provides the ski and outdoor recreation community with education programs for individuals who may wish to apply for patrolling positions at ski areas or in public lands.

The patrol director (acting for area management) as well as the area

Table 3.1 Membership Categories

TYPE OF SERVICE	SKILL CLASSIFICATION	MEMBER LEVELS
Volunteer	Alpine (Ski/Snowboard)	Candidate
Paid	Nordic	Patroller (Alpine, Nordic, Auxiliary)
	Auxiliary	Senior (Auxiliary)
		Senior (Alpine or Nordic)
		Certified (Alpine)

manager or public lands administrator, have full discretion to refuse to allow an NSP member to patrol at the area during the season and to re-register any NSP member at the beginning of each season. NSP members who are dropped from the local patrol retain membership in the national organization through the rest of the membership year, meaning, essentially, that they will continue to receive national mailings and may purchase catalog items at member prices for the remainder of the ski season. An NSP member who violates the NSP Code of Conduct is subject to additional disciplinary actions based on the code violation (see appendix A).

Paid

Paid patrollers may be registered in the NSP through the Professional Division or through their geographic division. There are three categories of registration: full-time paid patroller, part-time paid patroller, and professional patroller.

In the Professional Division, a *full-time paid* patroller is an individual who is paid by ski area management to work a full-time schedule during the ski season. In other words, ski patrolling is the patroller's vocation during the ski season. Compensation for paid staff must come in the form of FICA wages. To qualify as a full-time paid patroller for NSP registration purposes, the patroller must be paid the entire time he or she works a regular schedule.

In the Professional Division, a *part-time paid patroller* is an individual who is paid by ski area management to work a part-time schedule during the ski season.

In an NSP geographic division, a *professional patroller* is an individual who is employed by area management and is paid wages subject to federal tax withholding for services that average 16 hours or more per week per ski season.

Skill Classification

The NSP offers various skill classifications that pertain to a person's area of interest and skill proficiency. These skill classifications include alpine (ski/snowboard), nordic, or auxiliary patrolling and are described in the following sections.

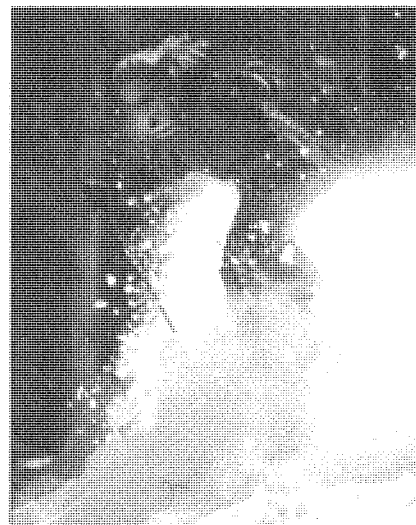
Members may register in two skill classifications by meeting the proficiency performance objectives of both classifications. It is not uncommon for patrollers to switch between alpine skis, nordic skis, and snowboards while performing their duties at a ski area. There are many dual-registered NSP members who patrol some of the time on alpine skis and some of the time on a snowboard, or who provide patrolling duties on nordic skis at a cross-country area in addition to patrolling at a downhill ski area. Members of this dual-registration classification may be volunteer or paid.

Alpine (Ski/Snowboard)

NSP members who are registered as alpine patrollers may carry out their on-hill duties—including transporting toboggans—on downhill skis, telemark skis, or a snowboard, depending on their equipment preference and the approval of area management. Alpine patrollers may achieve a more advanced NSP alpine membership classification by completing alpine senior or alpine certified training (see chapters 10, 12, 18 and appendix E).

Nordic

The nordic patroller skis and transports toboggans while using nordic equipment. A nordic patroller transporting a toboggan with telemark or nordic ski equipment at an alpine area must follow NSP's protocol for alpine toboggan handling. A nordic patroller may achieve a more advanced NSP nordic membership classification by completing nordic



Scott Markewitz



Scott Markewitz



Joseph Kurak

RESOLUTION NO.17-236

A RESOLUTION AUTHORIZING A LEASE AGREEMENT
BETWEEN THE CITY OF CASPER AND THE CASPER
MOUNTAIN SKI PATROL FOR USE OF THE SKI PATROL
BUILDING AT THE HOGADON BASIN SKI AREA.

WHEREAS, the City of Casper is the owner of Hogadon Basin Ski Area, and desires to accept the continuing services of the Casper Mountain Ski Patrol as an agent for the purpose of serving the general public and ski area management staff, without charge to the public, in the rescue and outdoor emergency care of injured or lost skiers, as well as promoting safety and courtesy at the Hogadon Basin Ski Area; and,

WHEREAS, the Casper Mountain Ski Patrol is a part of the Northern Division of the National Ski Patrol System, Inc., the object and purpose of which is to perform the services as set forth in the lease; and,

WHEREAS, the City of Casper and the Casper Mountain Ski Patrol agree to the terms and conditions of the lease.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a lease agreement between the City of Casper and the Casper Mountain Ski Patrol for the use of the ski patrol building at the Hogadon Basin Ski Area.

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2017.

APPROVED AS TO FORM:



ATTEST:

Fleur D. Tremel
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Kenye Humphrey
Mayor

November 22, 2017

MEMO TO: J. Carter Napier, City Manager *JCN*
FROM: Fleur Tremel, Assistant to the City Manager *FT*
SUBJECT: FY 15-16 Consensus Funding Reallocation

Meeting Type

Council Meeting
December 5, 2017

Action Type

Resolution

Recommendation

That Council, by resolution, authorize the Mayor to execute the Joint Resolution and Consensus Funding Applications for the reallocation of FY 2015-2016 Consensus Funds.

Summary

In 2015 the Natrona County submitted several projects for consideration by the State Land Investment Board (SLIB) for the County Consensus Funding which was allocated by the Legislature for the 2015-2016 fiscal years. The City of Casper had three (4) projects on the list for funding. They were as follows: Amoco Reuse Convention Center Project (\$2,100,000); Casper Recreation Center Renovations (\$1,400,000); Platte River Revival- Phase II (\$1,000,000); and Casper Events Center Scoreboard Replacement (\$1,000,000) for a total of \$5,500,000. All of the projects were approved.

Because the Amoco Reuse Convention Center Project is not moving forward there will be \$2,100,000 left over, in addition to \$140,704 in unclaimed residual dollars. The total \$2,240,704 is now being requested to be reallocated in the following manner:

Detention Center Roof Repair (County)	\$ 253,598
Hall of Justice Generator (County)	\$ 58,060
Verbal (Mills)	\$ 150,000
Metro Road Connections - Verbal (Evansville)	\$ 500,000
Waterline - Verbal (Midwest/Edgerton)*	\$ 293,400
CEC Seat Project & Metal Detector Project (City of Casper)	\$ 600,000
Public Safety Radio Tower Project (City of Casper)	\$ 200,000

Ice Arena Ice Plant Replacement Project (City of Casper) \$ 185,646

Documentation required to request the reallocation including the Joint Resolution and Applications have been prepared. It will need to be signed by all of the Mayors and the County Commission Chairman in order for the City to submit it to SLIB. The next Mayor Commissioner Breakfast is on December 6, 2017 and we will request that those present at the breakfast sign the request. If it is received by the SLIB staff before December 14th it will be considered at the next SLIB meeting.

Financial Considerations

This consensus funding will be applied to projects without another known source of funding.

Oversight/Project Responsibility

Fleur Tremel, Oversight of Application for Consensus Funding

Attachments

Joint Resolution to SLIB
City of Casper Consensus Applications (3)
Resolution

State of Wyoming
State Loan and Investment Board
Infrastructure Financing
Application

CWC MRG

Applicant: City of Casper Date: 7/19/2017

Mailing Address: 200 N. David St. Contact Person: Fleur Tremel

City: Casper State: WY Zip: 82609

E-Mail Address: ftremel@casperwy.gov E-Mail Address: _____

Phone No.: 307-235-8296 Phone No.: _____

Fax No. : 307-235-8313 Population: 60,086

Applicant's Tax ID No.: 83-6000049 County: Natrona

Type of Entity: County Joint Powers Board Municipality Special District

Other (Explain) _____

Population of Applicant: 60,086 Total Population Served By Project (Directly/Indirectly): 81,624

Percentage of applicant's population directly served by the project: 100

Applicant's submitting multiple applications must establish priority ranking: Priority # 2 of 3

Name of Project: CEC Update Project

Project Schedule (Includes Planning, Design, and Construction): Start Date: 1/2/2018 End Date: 7/1/2018

List all funding sources for the project other than current request:

Funding Source (If approved, list grant/loan #)	Amount	Status		Amount Expended
		Pending	Approved	
(leave blank)				
Total	\$0.00			\$0.00

Amount of Funds Requested: \$600,000.00

Estimated Total Project Cost: \$600,000.00

Balance of Project Incomplete: \$600,000.00

Estimated reimbursement Rate: 100%

(Final Reimbursement Rate is Determined by Board Approved Amount)

Name of Applicant: City of Casper

Name of Project CEC Update Project

Is project needed to meet federal or state health and/or safety
(If yes, provide specific health or safety requirement project will address)

Yes	No
	X

Do you have an Administrative Order?
(If yes, provide copy of the Administrative Order) - MRG Only

Yes	No
	X

Water and/or Sewer Project?
(If yes, complete Water/Sewer Questionnaire for project requests in excess of 50%) – MRG Only

Yes	No
	X

Street and/or Road Project?
(If yes, complete Street Questionnaire) – MRG Only

Yes	No
	X

Fire Apparatus Project?
(If yes, complete Fire Apparatus Questionnaire)

Yes	No
	X

Vehicle Project?
(If yes, complete Vehicle Replacement Certification form)

Yes	No
	X

If full funding is not received, what will applicant do?
Applicant would have to put the project on hold.

If additional funding is needed, where will the additional funds be obtained?
No other funding source. See below

Can the project be scaled back or phased?
(Provide explanation)

Yes the project could be scaled back and completed in phases if additional funds were required. This is only the first phase of seat replacements.

I certify that I am authorized to sign this application on behalf of our governing body, and the applicant will comply with all appropriate requirements if approved. To the best of my knowledge and belief, the information in this application is true and correct. I understand the State may review any relevant documents of instruments relating to the analysis of this application.

Kenyne Humphrey, Mayor
Name and Title (typed)

Signature Date

Fleur Tremel, Assistant to the City Manager
Name and Title of Contact Person

307-235-8296 ftremel@casperwy.gov
Phone No. E-mail

SUBMISSION REQUIREMENTS: ALL DOCUMENTS MUST BE PRINTED ON 8 1/2 X 14 (LEGAL) SIZE PAPER. OFFICE OF STATE LANDS AND INVESTMENTS. ATTN: GRANTS AND LOANS DEPARTMENT. HERSCHLER BUILDING 3rd WEST. 122 WEST 25th STREET.
CWC - Submit one (1) original Application and one (1) original Joint Resolution Form
MRG - Submit one (1) original and two (2) copies of Checklist, Application, Project Narrative, and Supporting Documentation.

Name of Project: CEC Update Project

Project Narrative: Provide a brief description of the project and why applicant needs the project. Narrative must include applicable items listed in the instructions for completing the Application Form. (Attach additional pages for project description if needed, **must be legal size.**)

Number of Attached Pages: 0

This project would replace all the seats in the lower level of the Events Center, including the above mentioned horseshoe seats, but excluding the retractable seats on the arena floor. This option would replace 3,208 seats, and it would also include installation of the ADA viewing platforms and the purchase of walk-through metal detectors. This project is needed in order to support the continued operation of the Casper Events Center. The Events Center is a venue utilized by the whole state and especially the county for high school tournaments, College National Fair and Rodeo, as well as many other events which benefit the whole county. In order to continue to provide this venue, the Events Center is seeking to make their seats more appealing to customers. Because of the issues with the current seats, they will need to be replaced. This is for one area of seats. Further, the Events Center needs to provide ADA viewing platforms. This will bring the building up to compliance for ADA seating. Another issue the Events Center faces is the issue of public safety. Weapon screening is becoming more and more imperative, especially at venues that hold a large number of people. In order to this this the most effective way possible the Events Center needs walk-through metal detectors. Wanding people individually is not only inefficient but it is ineffective due to the metal rebar in the concrete floor at the entrance of the Events Center. In order to insure public safety walk-through detectors are necessary. The estimated cost for these three projects would be \$600,000. All the funding necessary for this project is being requested from county consensus funding.

State of Wyoming
State Loan and Investment Board
Infrastructure Financing
Application

CWC MRG

Applicant: City of Casper Date: 7/19/2017

Mailing Address: 200 N. David St. Contact Person: Fleur Tremel

City: Casper State: WY Zip: 82609

E-Mail Address: ftremel@casperwy.gov E-Mail Address: _____

Phone No.: 307-235-8296 Phone No.: _____

Fax No. : 307-235-8313 Population: 60,086

Applicant's Tax ID No.: 83-6000049 County: Natrona

Type of Entity: County Joint Powers Board Municipality Special District

Other (Explain) _____

Population of Applicant: 60,086 Total Population Served By Project (Directly/Indirectly): 81,624

Percentage of applicant's population directly served by the project: 100

Applicant's submitting multiple applications must establish priority ranking: Priority # 1 of 2

Name of Project: Radio Tower Project

Project Schedule (Includes Planning, Design, and Construction): Start Date: 1/2/2018 End Date: 7/1/2018

List all funding sources for the project other than current request:

Funding Source (If approved, list grant/loan #)	Amount	Status		Amount Expended
		Pending	Approved	
1% #15	\$523,498.00		450000	
Total	\$523,498.00			\$0 00

Amount of Funds Requested: \$200,000 00

Estimated Total Project Cost: \$723,498.00

Balance of Project Incomplete: \$723,498.00

Estimated reimbursement Rate: 28%

(Final Reimbursement Rate is Determined by Board Approved Amount)

Name of Applicant: City of Casper

Name of Project Radio Tower Project

Is project needed to meet federal or state health and/or safety (If yes, provide specific health or safety requirement project will address)

Yes	No
	X

Do you have an Administrative Order? (If yes, provide copy of the Administrative Order) - MRG Only

Yes	No
	X

Water and/or Sewer Project? (If yes, complete Water/Sewer Questionnaire for project requests in excess of 50%) – MRG Only

Yes	No
	X

Street and/or Road Project? (If yes, complete Street Questionnaire) – MRG Only

Yes	No
	X

Fire Apparatus Project? (If yes, complete Fire Apparatus Questionnaire)

Yes	No
	X

Vehicle Project? (If yes, complete Vehicle Replacement Certification form)

Yes	No
	X

If full funding is not received, what will applicant do? Applicant will have to wait to find another funding source.

If additional funding is needed, where will the additional funds be obtained? No other funding source. See below

Can the project be scaled back or phased? (Provide explanation) No this project is for the purchase of the radio and it must be done as the old will no longer be supported.

I certify that I am authorized to sign this application on behalf of our governing body, and the applicant will comply with all appropriate requirements if approved. To the best of my knowledge and belief, the information in this application is true and correct. I understand the State may review any relevant documents of instruments relating to the analysis of this application.

Kenyne Humphrey, Mayor
Name and Title (typed)

Signature Date

Fleur Tremel, Assistant to the City Manager
Name and Title of Contact Person

307-235-8296 fremel@casperwy.gov
Phone No. E-mail

SUBMISSION REQUIREMENTS: ALL DOCUMENTS MUST BE PRINTED ON 8 1/2 X 14 (LEGAL) SIZE PAPER. OFFICE OF STATE LANDS AND INVESTMENTS. ATTN: GRANTS AND LOANS DEPARTMENT. HERSCHLER BUILDING 3rd WEST. 122 WEST 25th STREET.
CWC - Submit one (1) original Application and one (1) original Joint Resolution Form
MRG - Submit one (1) original and two (2) copies of Checklist, Application, Project Narrative, and Supporting Documentation.

Name of Project: Radio Tower Project

Project Narrative: Provide a brief description of the project and why applicant needs the project. Narrative must include applicable items listed in the instructions for completing the Application Form. (Attach additional pages for project description if needed, **must be legal size.**)

Number of Attached Pages: 0

WyoLink is the public safety interoperable voice communications system utilized by first responders in the State of Wyoming. The Casper/Natrona County 800 MHz voice communications system joined the WyoLink system in May of 2011. The marriage of Natrona County's local system with the statewide system gave us the capability to communicate state wide for multi-jurisdictional incidents and events. With the move to WyoLink we also gained a dual redundant zone controller that allowed us to add the Alcova Lake 800 MHz site and other sites in the future such as Midwest/Edgerton. What started out in 2000 as a City of Casper Fire Department 800MHz communications system rapidly grew to include the Casper Police Department, followed by all city departments and divisions. The communications system was further expanded to include all law enforcement agencies, fire departments, and ambulance services in Natrona County. The WyoLink system benefits all city, county, state and federal responders by providing a state of the art voice communications platform that is efficient, effective and reliable.

As with any communications system of today, WyoLink is a sophisticated system of hardware and software. The State of Wyoming upgrades the system software on an annual basis. The 2018 software release version 7.18 requires the replacement of the obsolete and no longer supported Quantar Base Station Radios at every tower site in the state including the tower on Casper Mountain and the Hall of Justice. The Quantar radios will be replaced with GTR8000 Base Station Radios at an estimated total cost of \$723,498.00. This estimate is as of March 02, 2017.

First responder agencies currently utilizing our Casper/Natrona WyoLink 800 MHz voice communications system include:

- Casper Fire-EMS Casper Police Department Waste Water Treatment
- Casper Public Utilities Casper Mountain Ski Patrol Metro Animal Control
- Hogadon Ski Area Operations Regional Water System Casper Solid Waste
- Casper Streets Casper Municipal Court Casper Engineers Office
- Casper Area Transportation Casper Parks Division Natrona County Sheriff
- Casper/Natrona County Health Natrona County Red Cross Natrona County Road & Bridge
- Natrona County Parks Dept. Natrona County Int. Airport Natrona County EMA
- Natrona County Detention Ctr. Natrona County Coroner Juvenile Detention Center
- Bar Nunn Fire Department Evansville Fire Department Mills Fire Department
- Natrona Co. Fire Department Casper Mountain Fire Dept. Airport Fire Department
- Evansville Police Department Mills Police Department Salvation Army
- Natrona County School Dist. Salt Creek Emergency Services Natrona County CERT
- Wyoming DCI Wyoming Highway Patrol Casper Office FBI
- Federal Marshals Federal Homeland Security BLM Fire & Aviation
- Wyoming State Forestry Wyoming Medical Center Mountain View Hospital
- Casper College Security Wyoming Life Flight

Funding- FUnding for this project will primarily come from 1% #15. However because cost increases have occurred more money is needed.

State of Wyoming
State Loan and Investment Board
Infrastructure Financing
Application

CWC MRG

Applicant: City of Casper Date: 7/19/2017

Mailing Address: 200 N. David St. Contact Person: Fleur Tremel

City: Casper State: WY Zip: 82609

E-Mail Address: ftremel@casperwy.gov E-Mail Address: _____

Phone No.: 307-235-8296 Phone No.: _____

Fax No. : 307-235-8313 Population: 60,086

Applicant's Tax ID No.: 83-6000049 County: Natrona

Type of Entity: County Joint Powers Board Municipality Special District

Other (Explain) _____

Population of Applicant: 60,086 Total Population Served By Project (Directly/Indirectly): 81,624

Percentage of applicant's population directly served by the project: 100

Applicant's submitting multiple applications must establish priority ranking: Priority # 1 of 2

Name of Project: Ice Arena Ice Plant Replacement

Project Schedule (Includes Planning, Design, and Construction): Start Date: 1/2/2018 End Date: 7/1/2018

List all funding sources for the project other than current request:

Funding Source (If approved, list grant/loan #)	Amount	Status		Amount Expended
		Pending	Approved	
1% #15	\$1,014,354.00		X	
Total	\$1,014,354.00			\$0.00

Amount of Funds Requested: \$185,646.00

Estimated Total Project Cost: \$1,200,000.00

Balance of Project Incomplete: \$1,200,000.00

Estimated reimbursement Rate: 15%

(Final Reimbursement Rate is Determined by Board Approved Amount)

Name of Applicant: City of Casper

Name of Project Ice Arena Ice Plant Replacement

Is project needed to meet federal or state health and/or safety
(If yes, provide specific health or safety requirement project will address)

Yes	No
	X

Do you have an Administrative Order?
(If yes, provide copy of the Administrative Order) - MRG Only

Yes	No
	X

Water and/or Sewer Project?
(If yes, complete Water/Sewer Questionnaire for project requests in excess of 50%) - MRG Only

Yes	No
	X

Street and/or Road Project?
(If yes, complete Street Questionnaire) - MRG Only

Yes	No
	X

Fire Apparatus Project?
(If yes, complete Fire Apparatus Questionnaire)

Yes	No
	X

Vehicle Project?
(If yes, complete Vehicle Replacement Certification form)

Yes	No
	X

If full funding is not received, what will applicant do?
The City would have to reapply at the next session.

If additional funding is needed, where will the additional funds be obtained?
Much of the funding is being taken from 1% funds. However, a little more is needed and if consensus funds are not approved the project will be placed on hold.

Can the project be scaled back or phased?
(Provide explanation)
NO the project cannot be scaled back. Because of the nature of the ice plant equipment it must all be done at the same time.

I certify that I am authorized to sign this application on behalf of our governing body, and the applicant will comply with all appropriate requirements if approved. To the best of my knowledge and belief, the information in this application is true and correct. I understand the State may review any relevant documents of instruments relating to the analysis of this application.

Kenyne Humphrey, Mayor
Name and Title (typed)

Signature Date

Fleur Tremel, Assistant to the City Manager
Name and Title of Contact Person

307-235-8296 fremel@casperwy.gov
Phone No. E-mail

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MRG - Submit one (1) original and two (2) copies of Checklist, Application, Project Narrative, and Supporting Documentation.

Name of Project: Ice Arena Ice Plant Replacement

Project Narrative: Provide a brief description of the project and why applicant needs the project. Narrative must include applicable items listed in the instructions for completing the Application Form. (Attach additional pages for project description if needed, **must be legal size.**)

Number of Attached Pages: 0

Description--The City of Casper Ice Arena currently uses a direct ice chilling system with R22 Freon as the cooling medium. R22 Freon is becoming more costly, non-sustainable, and will stop being manufactured for sale in the year 2020. Along with needing R22 Freon for operation, the current system has operated for nearly thirty (30) years, and, because of continuous maintenance and many recent system repairs, it is in need of replacement. A new indirect, ammonia system will replace the current system.

Funding Source--The funding sources for this project are the City's 1% #15 funds which were allocated to this project. However, because additional funds are needed due to higher than expected costs, the City is now seeking to use part of the consensus FY 15-16 funds to secure the rest of the funding necessary.

RESOLUTION NO.17-237

A RESOLUTION APPROVING THE PROPOSED PROJECT APPLICATIONS FOR THE REALLOCATION OF 2015-2016 COUNTY CONSENSUS FUNDING

WHEREAS, City of Casper had four (4) projects on the list for the County Consensus Funding which was allocated by the Legislature for the 2015-2016 fiscal year; and,

WHEREAS, the City of Casper projects were the Amoco Reuse Convention Center Project (\$2,100,000); the Casper Recreation Center Renovations (\$1,400,000); the Platte River Revival- Phase II Project (\$1,000,000); and the Casper Events Center Scoreboard Replacement (\$1,000,000) for a total of \$5,500,000; and,

WHEREAS, all of the projects were approved; and,

WHEREAS, because the Amoco Reuse Convention Center Project is not moving forward there will be \$2,100,000 left over, in addition to \$140,704 in unclaimed residual dollars; and,

WHEREAS, the City of Casper seeks to use \$600,000 for the Casper Events Center Seat and Metal Detector Project, \$200,000 for Public Safety Radio Tower Project, and \$185,646 for the Ice Arena Ice Plant Replacement Project.

NOW THEREFORE, the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, the Joint Resolution and Consensus Funding Applications to be submitted to the State Loan and Investment Board.

PASSED, APPROVED AND ADOPTED on this _____ day of _____, 2017.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Kenyne Humphrey
Mayor

November 9, 2017

MEMO TO: J. Carter Napier, City Manager *JCN*

FROM: Tracey L. Belser, Support Services Director *TLB*
Zulima Lopez, Assistant Support Services Director

SUBJECT: Authorize the Purchase of One (1) New Roll Off Truck Body in the Amount of \$44,089.05, from Ameri-Tech Equipment Company, for Use by the Solid Waste Division of the Public Services Department.

Meeting Type & Date
Regular Council Meeting
December 5, 2017

Action Type
Minute Action

Recommendation

That Council, by minute action, authorize the purchase of one (1) new roll off truck body, from Ameri-Tech Equipment Company, Evansville Wyoming, to be used in the Solid Waste Division of the Public Services Department, in the amount of \$44,089.05.

Summary

Bids were requested for one (1) new roll off truck body. On October 27, 2017, two (2) bids were received from local and out of state vendors. This purchase is for the body portion of a new roll off truck with the chassis being purchased previously through the State bid process. This purchase of one Galbreath roll off truck body, when combined with the chassis, will replace one (1) roll off truck in the Solid Waste Division that is due for replacement by age and hours of operation. This roll off truck is used daily Monday through Saturday by Refuse Collection staff to transport customer construction wastes, metals, and bio-solids from the Wastewater Treatment Plant.

As required by Wyoming State Statute 15-1-113(b), the State of Wyoming notice was published in a local newspaper once a week for a minimum of two (2) consecutive weeks. The bids were as follows:

<u>Bid Item</u>	<u>Vendor</u>	<u>Amount of Bid</u>
(1) Galfab Roll Off Truck Body	Elliot Equipment Company Lincoln, Nebraska	\$24,050.00
(1) Galbreath Roll Off Truck Body	Ameri-Tech Equipment Company Evansville, WY	\$44,089.05

The low bid from Elliot Equipment Company was not able to be considered because the company did not address many of the required specifications for the body or include the required bid

guarantee with the bid. The recommended purchase of the Galbreath roll off body meets all of the required specifications for a new roll off truck.

Financial Considerations

Project funding is from Refuse Collection Fund Reserves and included in the Refuse Collection FY18 budget.

Oversight/Project Responsibility

This purchase will be made by Zulima Lopez, Assistant Support Services Director, with oversight being transferred to Sean Orszulak, Solid Waste Superintendent, after the fully assembled roll off truck is received.

Attachments:

No attachments

November 13, 2017

MEMO TO: J. Carter Napier, City Manager *JCN*

FROM: Tracey L. Belser, Support Services Director *tlb*
Zulima Lopez, Assistant Support Services Director

SUBJECT: Authorize the Purchase of One (1) New Side Loading Sanitation Truck Body, in the Amount of \$142,986.99 from Ameri-Tech Equipment Company, for Use by the Solid Waste Division of the Public Services Department.

Meeting Type & Date
Regular Council Meeting
December 5, 2017

Action Type
Minute Action

Recommendation

That Council, by minute action, authorize the purchase of one (1) new side loading sanitation truck body from Ameri-Tech Equipment Company, Evansville, Wyoming, to be used in the Solid Waste Division of the Public Services Department, in the amount of \$142,986.99.

Summary

Bids were requested for one (1) new side loading sanitation truck body. On October 27, 2017, four (4) bids were received from Wyoming and out of state vendors. This purchase is for the body portion of a new side loading sanitation truck body with the chassis being purchased in September 2017 through the "piggy back" option provided with a previous purchase. This truck body, when combined with the chassis, will be an addition to the sanitation fleet that was requested and approved to help ensure reliability of trash collection services. The extra truck will provide for dependable route pickup while other trucks in the sanitation fleet are out of service for maintenance and/or repair. This sanitation truck is used Monday through Friday by Refuse Collection staff for daily residential trash collection.

As required by Wyoming State Statute 15-1-113(b), the State of Wyoming notice was published in a local newspaper once a week for a minimum of two (2) consecutive weeks. The bids, including the cost of an optional two-year warranty that is desired, were as follows:

<u>Bid Item</u>	<u>Vendor</u>	<u>Amount of Bid</u>
(1) New-Way Side Loading Sanitation Truck Body	Elliott Equipment Company Lincoln, NE	\$130,958.00
(1) Bridgeport Side Loading	Ameri-Tech Equipment Company	\$133,662.00

<u>Bid Item</u>	<u>Vendor</u>	<u>Amount of Bid</u>
(1) Wayne Side Loading Sanitation Truck Body	Ameri-Tech Equipment Company Evansville, WY	\$142,986.99
(1) McNeilus Side Loading Sanitation Truck Body	McNeilus Truck & Manufacturing Denver, CO	\$147,686.00

The low bid from Elliot Equipment Company was not able to be considered because the bidder failed to include the required bid guarantee with the bid. Additionally, the New-Way body did not meet many of the required specifications for the body, including capacity and zero degree kick out of the container lifting arm. The next low bid from Ameri-Tech Equipment Company for the Bridgeport body also did not meet the specification due to the size of the unit that was bid. The specified load capacity for the side loading truck body was 27 yards. The bid size of the Bridgeport was 31 yards. This extra capacity would render the truck too large to safely complete residential pickup in narrow alleys within the City. The recommended purchase of the Wayne truck body meets all of the required specifications for a new side loading sanitation truck.

Financial Considerations

Project funding is from Refuse Collection Fund Reserves and included in the Refuse Collection FY18 budget.

Oversight/Project Responsibility

This purchase will be made by Zulima Lopez, Assistant Support Services Director, with oversight being transferred to Sean Orszulak, Solid Waste Superintendent, after the fully assembled automated side loader sanitation truck is received.

Attachments:

No attachments

November 30, 2017

MEMO TO: J. Carter Napier, City Manager *JCN*

FROM: Tracey L. Belser, Support Services Director *TLB*
Zulima Lopez, Assistant Support Services Director

SUBJECT: Reject all Bids Received for the Purchase of One (1) New Front Loading Sanitation Truck Body, to be used in the Solid Waste Division of the Public Services Department.

Meeting Type & Date

Regular Council Meeting

December 5, 2017

Action type

Minute Action

Recommendation

That Council, by minute action, reject all of the bids received for the purchase of one (1) new front loading sanitation truck body, to be used in the Solid Waste Division of the Public Services Department.

Summary

In October 2017, Fleet Maintenance published a notice of bids for one (1) new front loading sanitation truck body. The chassis of the truck was purchased in September 2017 through the "piggy back" option provided with a previous purchase. This truck body, when combined with the chassis, was to be used in the Solid Waste Division of the Public Services Department. As required by Wyoming State Statute 15-1-113(b), the State of Wyoming notice was published in a local newspaper once a week for a minimum of two (2) consecutive weeks.

On October 27, 2017, five (5) bids were received from vendors located in Wyoming and out of state.

The two lowest bids from Elliot Equipment Company and McNeilus Trucking and Manufacturing were not able to be considered because the bidders failed to include the required bid guarantee with their bid. The three other bids did not meet several of the required specifications, the most detrimental of which are outlined below.

A bid from Ameri-Tech Equipment Company for the Wayne Titan body did not meet the specification because of the height of the unit during waste ejection. Due to specific dump sites utilized by the City of Casper, the truck must be able to eject waste under a 14' ceiling. The Wayne body is 15.5' tall, plus the height of the chassis. Additionally, the truck utilizes thinner or lower strength steel for body construction than specified, resulting in increased wear and tear.

Another bid from Ameri-Tech Equipment Company for the Labrie Wittke body also did not meet the specifications, which requires the hydraulic system to use a fixed displacement gear pump with hydraulic overspeed control. The specification clearly stated that electronic overspeed control is not acceptable. City of Casper sanitation trucks are utilized in many alleys around town and at times must be driven on dirt roads to access the City's landfill. These conditions create a high fail rate for electronic overspeed control, which can result in catastrophic damage to the unit. The Wittke body utilizes electronic overspeed control. Additionally, the truck utilizes thinner or lower strength steel for body construction than specified, resulting in increased wear and tear.

The final bid from Ameri-Tech for the Bridgeport Frontier body initially appeared to meet most required specifications. However, it was determined in discussions after the bid that the Bridgeport body requires a longer chassis wheel base than all other front loading sanitation truck bodies owned by the City and is too long for the chassis that was purchased by the City in September. The chassis manufacturer, Mack, is unable to change the specifications for the truck this late into the production schedule and has indicated they do not recommend any aftermarket chassis modifications because it would result in many unusable holes and hole interferences in the chassis that could compromise the safety of the truck. Additionally, it would require an additional cross member for the front suspension.

After being notified of the recommendation to reject all bids for the reasons outlined herein, Ameri-Tech and Bridgeport countered that the Bridgeport body could be mounted on the purchased chassis without modification. However, the chassis manufacturer has indicated that when utilizing the correct payload, the calculations for front axle weight and the total weight distribution from front to rear are not acceptable. Such overweight and weight distribution conditions lead to steering and braking issues that pose significant safety threats as well increased maintenance. Moreover, Mack will not honor the chassis warranty for issues that are a result of improper weight distribution.

Since none of the bid truck bodies meet the desired specifications, City staff is recommending that all bids be rejected at this time. The Fleet Maintenance and Solid Waste Divisions will work together to adjust the specifications as needed and re-bid the truck body. When the body is re-bid, there will be a requirement for a pre-bid meeting to ensure clear understanding by any and all bidders.

Financial Considerations

No Financial Considerations

Oversight/Project Responsibility

Zulima Lopez, Assistant Support Services Director

Attachments

No Attachments