

REGULAR COUNCIL MEETING
Tuesday, November 7, 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 OCTOBER 17, 2017 REGULAR COUNCIL MEETING, AS PUBLISHED IN THE CASPER STAR-TRIBUNE ON OCTOBER 27, 2017
4. CONSIDERATION OF BILLS AND CLAIMS
5. BRIGHT SPOTS IN OUR COMMUNITY– APPRENTICESHIP WEEK PROCLAMATION

6. ESTABLISH DATE OF PUBLIC HEARINGS

A. Consent

1. Establish November 21, 2017, as the Public Hearing Date for Consideration of:
 - a. Ordinance to **Vacate a Portion of South Spruce Street**, Between East 14th and 15th Streets, located in the Area Subdivision of City of Casper, WY.
 - b. Consideration of Amendment to the **Fiscal Year 2017/2018 Annual Appropriation**.
 - c. New **Bar and Grill Liquor License No. 9** for Moreno and Moreno, LLC, d/b/a **Guadalajara Family Mexican Restaurant**, Located at 3350 CY Avenue.
 - d. New **Resort Liquor License No. 6** for City of Casper d/b/a **Hogadon Basin Ski Area**, Located at 2500 West Hogadon Road.

7. PUBLIC HEARINGS

A. Ordinance

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).

B. Minute Action

1. Transfer of Ownership Interest in **Retail Liquor License No. 7** Love Holdings, LLC, d/b/a **C85@ The Branding Iron**.

8. THIRD READING ORDINANCES

A. Consent

1. **Amending Chapter 5** of the Casper Municipal Code Pertaining to **Resort Liquor Licenses**.
2. **Rezone the Former Roosevelt High School Property**, Located at 140 East K Street, from ED (Educational District) to C-2 (General Business).
3. Code Text Amendment to the **Historic Preservation Program**.

9. SECOND READING ORDINANCE

A. Consent

1. **Rocky Mountain Power Franchise Ordinance.**

10. RESOLUTIONS

A. Consent

1. **Consent to the Assignment** of a **Phillips 66** License Agreement.
2. Authorizing Agreement with **High Plains Construction, Inc.**, in the Amount of \$342,998, for the **Jim Evans Truck Barn Surge Tank and Lift Station Project.**
3. Authorizing Change Order No. 1 with **Andreen Hunt Construction, Inc.**, in the Amount of \$38,822, for the **Casper Zone III Water System Improvements Replacement Project.**
4. Authorizing a Contract for the **Casper Urban Center Strategic Parking** with **Kimley-Horn**, in an Amount not to exceed \$80,000.
5. Authorizing the Mayor to Sign the **CLG FY18 Grant Application** for **Historic Preservation Funds.**
6. Rescinding Resolution Numbers 87-126, 03-256, and 12-256 and **Adopt Revised Historic Preservation Program Rules and Regulations**, Membership Requirements Pertaining to Term Limits, Removal from the Commission, Election of Officers and Duties of the Chairman.
7. Terminating a Professional Service Agreement with the **Town of Evansville** for **Building Division Services.**
8. Terminating a Professional Service Agreement with the **Town of Bar Nunn** for **Building Division Services.**

11. MINUTE ACTION

A. Consent

1. Approving the Correction of **Scrivener's Error** Contained in the **Natrona County Travel and Tourism Joint Powers Agreement Amendment No. 4.**
2. Authorizing the Expenditure of \$26,493.32 of Budgeted Revenue in the General Fund for the Current Fiscal Year to Support the **Community Promotions Events**, as Outlined in Staff's Report Dated November 1, 2017, and Authorizing City Manager to Execute Necessary Agreements.

12. COMMUNICATIONS

A. From Persons Present

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

14. ADJOURN INTO EXECUTIVE SESSION - LITIGATION

Upcoming Council meetings

Council meetings

6:00 p.m. Tuesday, November 21, 2017 – Council Chambers

6:00 p.m. Tuesday, December 5, 2017 – Council Chambers

Work sessions

4:30 p.m. Tuesday, November 14, 2017 – Council Meeting Room

4:30 p.m. Tuesday, November 28, 2017– 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
October 17, 2017

Casper City Council met in regular session at 6:00 p.m., Tuesday, October 17, 2017. Present: Councilmembers Hopkins, Huckabay, Johnson, Laird, Morgan, Pacheco, Powell, Walsh and Mayor Humphrey.

Mayor Humphrey led the audience in the Pledge of Allegiance.

Moved by Councilmember Morgan, seconded by Councilmember Hopkins, to, by minute action, approve the minutes of the October 3, 2017, regular Council meeting, as published in the Casper-Star Tribune on October 11, 2017. Motion passed.

Moved by Councilmember Johnson, seconded by Councilmember Huckabay, to, by minute action, approve payment of the October 17, 2017, bills and claims, as audited by City Manager Napier. Motion passed.

Bills & Claims
10/17/17

71Construction	Projects	\$1,769.04
A Montes	Reimb	\$65.61
A-1	Services	\$42.00
AAALandscaping	Services	\$2,379.62
AccentEnv	Goods	\$496.15
AMBI	Services	\$1,783.87
AmericanTitle	Services	\$125.00
AndrnHunt	Services	\$203,424.79
ArrowheadHeating	Services	\$180.00
Balefill	Services	\$52,149.91
BankOfAmerica	Goods	\$229,420.34
Brenntag	Goods	\$54,154.49
BWilliams	Reimb	\$133.90
CarrCoatings	Services	\$11,952.35
Caselle	Services	\$75.00
CasperPubUtilities	Services	\$128.15
CCarpenter	Reimb	\$374.93
CentralPaint&Body	Services	\$625.50
Centurylink	Services	\$19,258.07
CHDiagnostic	Services	\$440.00
CitySvcElct	Reprs	\$3,713.52
CivilEngineeringProfessionals	Projects	\$29,680.68
CmmntyBldrs	Services	\$1,319.75
CollectionCenter	Services	\$248.44
CommTech	Goods	\$9,712.00

Conduent	Ins	\$15,740.00
CowdinCleaning	Services	\$816.00
CtrlWySrSvcs	Funds	\$32,308.00
DaveLodenConstruction	Projects	\$970.00
Dell	Goods	\$1,922.69
DeltaConst	Services	\$71,392.00
DoubleDWelding	Services	\$455.00
E Becher	Reimb	\$217.00
EMBGolfCarts	Goods	\$103.83
EnvironmentalCivilSolutions	Services	\$4,185.50
FirstData	Services	\$2,138.97
FirstInterstateBank	Services	\$3,035.87
FirstVetSupply	Goods	\$149.33
FullContactConcrete	Services	\$12,696.00
GMarshInc	Services	\$10,130.85
GolderAssociates	Services	\$5,110.59
GrizzlyExcavating	Projects	\$84,518.38
GrizzlyExcvtng	Services	\$1,103.79
Hach	Goods	\$75.00
HedquistConst	Services	\$8,026.28
HedquistConstruction	Projects	\$106,337.51
Hedquist	Svc	\$3,789.00
HighPlainsConstruction	Goods	\$172.26
Homax	Goods	\$60,419.42
Installation&Svc	Projects	\$108,318.20
JTavarres	Reimb	\$73.80
JTLGroup	Services	\$169,432.46
JWhittler	Reimb	\$181.61
KSvoboda	Reimb	\$41.99
LnclnNtlLife	Services	\$269.81
LovelyFleur	Supplies	\$70.00
McMurryReadyMix	Goods	\$362.63
MDay	Reimb	\$242.38
MDean	Reimb	\$66.12
MunicipalCodeCorp	Goods	\$607.90
NationalBenefitServices	Services	\$396.50
NCHHealthDept	Funding	\$445.00
NCTreasurer	Taxes	\$1,458.56
OfficeStateLands	Services	\$673,544.85
OlsonAutobody	Services	\$1,836.75
Pepsi	Goods	\$36.10
PostalPros	Services	\$3,052.91
RamshornConstruction	Projects	\$41,702.40
RegionalWater	Services	\$654,754.98
RockyMtnPower	Services	\$30,277.77
RTasler	Reimb	\$75.00

SamParsonsUpholstery	Services	\$209.83
ShoshoneDistributing	Goods	\$1,142.00
SShipman	Reimb	\$51.36
ThePeak	Goods	\$5,000.00
TopOffice	Goods	\$8,417.50
TretoConstruction	Projects	\$1,719.00
TRockwell	Reimb	\$143.98
WardwellWater&Sewer	Services	\$147.50
WarriorKit	Supplies	\$90,400.00
WasteWaterTreatment	Funding	\$324,763.32
Waters&SonCosntruction	Services	\$7,688.12
WERCSCCommunications	Services	\$2,544.28
WesternPlainsLandscaping	Services	\$24,286.88
WhitesBuffaloSportingGoods	Goods	\$360.00
WyCfrncBldgOff	Training	\$300.00
WYDOT	Services	\$26,557.98
WyWolverines	Refund	\$158.75
		\$3,230,604.60

Moved by Councilmember Pacheco, seconded by Councilmember Powell, to, by minute action: establish November 7, 2017, as the public hearing date for the consideration of the 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); and the transfer of ownership interest in Retail Liquor License No. 7 Love Holding, LLC, d/b/a C85@ The Branding Iron. Councilmember Huckabay abstained from voting on the transfer of Retail Liquor License No. 7. Motion passed.

The following ordinance was considered, on third reading, by consent agenda.

ORDINANCE NO. 13-17

AN ORDINANCE AMENDING CHAPTER 17.68 OF THE CASPER MUNICIPAL CODE, PERTAINING TO GAMING/GAMBLING IN THE C-2 (GENERAL BUSINESS) ZONING DISTRICT.

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

SECTION 1:

That Section 17.68.020 of the Casper Municipal Code is hereby amended to add "Gaming/Gambling," alphabetically, as a permitted use in the C-2 (General Business) zoning district; as follows:

Except as otherwise provided, no new building, structure or land use shall be erected or used in a C-2 district except:

1. Animal clinics and animal treatment centers;
2. Apartments located within a business structure;
3. Arcades/amusement centers;

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

- 49. Branch community facilities;
- 50. Neighborhood grocery;
- 51. Conventional site -built and modular single and multifamily dwellings and "manufactured homes" meeting the definition and standards set forth in Section 17.08.010.

SECTION 2:

That Section 17.68.030 of the Casper Municipal Code is hereby amended to remove the strikethrough text, as follows:

17.68.030 Conditional uses.

The following are conditional uses in the C-2 district:

- A. Animal shelters and animal boarding houses;
- B. Apartments;
- C. Automobile repair shop;
- D. Convenience establishments, high volume;
- E. Parking lots;
- F. Public utility and public service installations and facilities; excluding business offices and repair and storage facilities;
- G. Workshop scale manufacturing, assembling, or packaging of products from previously prepared materials;
- H. Other uses as determined by the commission.

SECTION 3:

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

PASSED ON 1st reading the 19th day of September, 2017.

PASSED ON 2nd reading the 3rd day of October, 2017.

PASSED, APPROVED, and ADOPTED on 3rd and final reading the 17th day of October, 2017.

Councilmember Hopkins presented the one (1) foregoing consent agenda ordinance for adoption, on third reading. Seconded by Councilmember Johnson. Motion passed.

Following ordinance read:

ORDINANCE NO. 17-17
AN ORDINANCE AMENDING CHAPTER 5 OF THE CASPER
MUNICIPAL CODE PERTAINING TO RESORT LIQUOR
LICENSES.

Councilmember Johnson presented the foregoing one (1) ordinance for adoption, on second reading. Seconded by Councilmember Morgan.

Bruce Lamberson, 2449 Hogadon Road, spoke in favor of the matter. Mr. Lamberson shared his opinions on the safety of the Casper Mountain Road, drinking on the mountain, and hours of operation for the lodge.

Councilmembers Laird, Morgan, Powell, and Walsh made statements on the subject. A young member of the audience, Tyler Kessle, assisted Mayor Humphrey with the next few actions. Motion passed.

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

ORDINANCE NO. 14-17

AN ORDINANCE APPROVING A ZONE CHANGE FOR LOTS 4, 5, 6, 7, 8, 9, 10, AND THE SOUTH FORTH (40) FEET OF LOT 11, BLOCK 22, NELSONS ADDITION SUBDIVISION IN THE CITY OF CASPER, WYOMING.

ORDINANCE NO. 16-17

AN ORDINANCE AMENDING SECTION 2.40.050 OF THE CASPER MUNICIPAL CODE PERTAINING TO THE HISTORIC PRESERVATION PROGRAM.

Councilmember Powell presented the foregoing two (2) ordinances for adoption, on second reading, by consent agenda. Seconded by Councilmember Huckabay. Motion passed. Council thanked Mr. Kessle for assisting the Mayor.

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 Walsh presented the foregoing ordinance for approval, on first reading. Seconded by Councilmember Hopkins. City Manager Napier provided a brief report.

Councilmembers Johnson, Pacheco, Huckabay, Walsh, Powell, Hopkins, Laird, and Morgan made statements on the subject and expressed their concerns with the ordinance. City Manager Napier addressed questions presented by Council.

Moved by Councilmember Johnson to amend the ordinance to keep the franchise fee at 5% rather than changing it to 7% and to re-evaluate how CAEDA (Casper Area Economic Development Alliance) is funded by the City. Seconded by Councilmember Huckabay. Councilmembers Walsh, Laird, Powell, Morgan, Hopkins and Mayor Humphrey shared their opinions on the subject. Councilman Laird began to make a motion, but Interim City Attorney Chambers indicated that he could not do so until the current motion was addressed. Councilmembers Huckabay, Johnson, and Morgan voted aye. Motion to amend the ordinance failed.

Councilmember Laird indicated he would like to be sure that CAEDA does not receive money from the electric utility franchise fees. Councilmember Johnson and Mayor Humphrey both questioned the particulars behind the franchise agreement and the use of the fees from the franchise. City Manager Napier and Interim City Attorney Chambers both addressed the matter. Overall it was stated that the agreement for the franchise is separate from the allocation of the fees. Councilmember Laird withdrew his request to amend the ordinance. Councilmember Hopkins called for the question. Councilmembers Huckabay and Johnson voted nay. Motion to pass Ordinance No. 18-17 passed on first reading.

The following resolutions were considered, by consent agenda:

RESOLUTION NO. 17-192

A RESOLUTION AMENDING THE DECEMBER 15, 2014, PROPERTY MANAGEMENT CONTRACT WITH THE CASPER HOUSING AUTHORITY TO INCLUDE BUILDING B ON LIFESTEPS CAMPUS.

RESOLUTION NO. 17-193

A RESOLUTION AUTHORIZING THE FISCAL YEAR 2017-2018 CONTRACT WITH THE CASPER AREA TRANSPORTATION COALITION FOR THE PROVISION OF SUBSIDIZED FARES TO LOW-INCOME RESIDENTS.

RESOLUTION NO. 17-194

A RESOLUTION AUTHORIZING A PROCUREMENT AGREEMENT WITH NORTH AMERICAN UV INC. FOR 300 TROJAN UV 3000 PLUS UV LAMPS FOR USE AT THE SAM H. HOBBS WASTEWATER TREATMENT PLANT.

RESOLUTION NO. 17-195

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH WLC ENGINEERING FOR ENGINEERING SERVICES FOR THE HOGADON UNDERGROUND INJECTION CONTROL PROGRAM PERMIT, PROJECT NO. 17-010.

RESOLUTION NO. 17-196

A RESOLUTION AUTHORIZING CONTRACT FOR PROFESSIONAL SERVICES WITH ALSICO FOR PROVIDING PROFESSIONAL LAUNDRY SERVICES TO THE PUBLIC SERVICES DEPARTMENT AND SUPPORT SERVICES DEPARTMENT.

RESOLUTION NO. 17-197

A RESOLUTION AUTHORIZING A COOPERATIVE AGREEMENT WITH THE WYOMING DEPARTMENT OF TRANSPORTATION FOR I-25 LITTER AND VEGETATION CONTROL.

RESOLUTION NO. 17-198

A RESOLUTION AUTHORIZING AN AGREEMENT WITH RECYCLED MATERIALS, LLC, FOR PHASE I OF THE PLAINS FURNITURE BUILDING DEMOLITION PROJECT, NO. 17-024.

RESOLUTION NO. 17-199

A RESOLUTION AUTHORIZING AMENDMENT NO. 1 TO THE CONTRACT FOR PROFESSIONAL SERVICES BETWEEN THE CITY AND THOMAS F. DUCHEN & ASSOCIATES, INC., D/B/A RIVER OAKS COMMUNICATIONS CORPORATION.

RESOLUTION NO. 17-200

A RESOLUTION APPROVING, CONTINGENT UPON VOTER APPROVAL, AS PROVIDED IN WYOMING STATUTES ("W.S.") SECTION 15-9-217(b), AN ANNUAL ASSESSMENT OF SIXTEEN (16) MILLS AGAINST THE ASSESSED VALUE OF REAL PROPERTY WITHIN THE DOWNTOWN DEVELOPMENT DISTRICT, EXCLUDING REAL PROPERTY USED EXCLUSIVELY FOR RESIDENTIAL PURPOSES, AND AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE, AND THE CITY CLERK TO ATTEST THERETO.

RESOLUTION NO. 17-201

A RESOLUTION AUTHORIZING AN AGREEMENT WITH CASPER LEGION BASEBALL CLUB INC. FOR THE USE OF CROSSROADS FIELD 4 AT THE CROSSROADS COMPLEX.

Councilmember Pacheco presented the foregoing ten (10) resolutions for adoption. Seconded by Councilmember Johnson. Motion passed.

Moved by Councilmember Morgan, seconded by Councilmember Huckabay, to, by consent minute action, authorize the City of Casper to participate in the National League of Cities prescription discount program. Motion passed.

Individuals addressing the Council were: Tyler Kessle, 720 E. 6th, Mills, sharing about his participation in the Junior National Young Leaders conference; Dale Zimmerle, 3035 Bellaire, requesting that Council evaluate funding to CAEDA and City recreation facilities; Woody Giles, 290 E. Magnolia, encouraging Council to continue offering amenities and considering ways to stimulate the economy; Keith Goodenough, 333 S. Socony, urging Council to proactively meet with legislators; and Shannon Eli, 2382 Sagewood, thanking Councilmember Johnson for opposing an increase in the electric franchise fee.

Mayor Humphrey noted the next meetings of the City Council will be a work session to be held at 4:30 p.m., Tuesday, October 24, 2017, in the Council's meeting room; and, a regular Council meeting to be held at 6:00 p.m., Tuesday, November 7, 2017, in the Council Chambers.

Moved by Councilmember Johnson, seconded by Councilmember Morgan, to, by minute action adjourn. Motion passed.

The meeting was adjourned at 7:41 p.m.

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Kenyne Humphrey
Mayor

Bills and Claims

City of Casper

19-Oct-17 to 07-Nov-17

71 CONSTRUCTION, INC.

RIN0028152 RETAINAGE

\$7,756.83
\$7,756.83 Subtotal for Dept. Capital Projects - Engineering
\$7,756.83 Subtotal for Vendor

A.M.B.I. & SHIPPING, INC.

17-09-327 POSTAGE

\$0.57

\$0.57 Subtotal for Dept. City Manager

17-09-333 POSTAGE

\$6.27

\$6.27 Subtotal for Dept. Council

17-09-328 POSTAGE

\$18.32

\$18.32 Subtotal for Dept. Engineering

17-09-335 POSTAGE

\$12.70

\$12.70 Subtotal for Dept. Finance

17-09-330 POSTAGE

\$42.20

\$42.20 Subtotal for Dept. Fire

17-09-334 POSTAGE

\$101.55

\$101.55 Subtotal for Dept. Municipal Court

17-09-326 POSTAGE

\$23.23

\$23.23 Subtotal for Dept. Refuse Collection

17-09-335 POSTAGE

\$78.09

\$78.09 Subtotal for Dept. Water

\$282.93 Subtotal for Vendor

A-1 PORTABLES & SERVICES

2051 PORTABLES

\$130.00

\$130.00 Subtotal for Dept. Balefill

\$130.00 Subtotal for Vendor

ADAM HIATT

RIN0028142 MILEAGE REIMBURSEMENT

\$40.13

\$40.13 Subtotal for Dept. Information Services

\$40.13 Subtotal for Vendor

ADECCO USA, INC.

68750429 TEMPORARY LABOR

\$415.80

\$415.80 Subtotal for Dept. Balefill

\$415.80 Subtotal for Vendor

ALBERTA GIRALDO

RIN0028151 INTERPRETER

\$40.00

\$40.00 Subtotal for Dept. Municipal Court

\$40.00 Subtotal for Vendor

ALL TREES, LLC

856 WEED MOWING

\$508.62

\$508.62 Subtotal for Dept. Code Enforcement

Bills and Claims

City of Casper

19-Oct-17 to 07-Nov-17

ALL TREES, LLC

\$508.62 Subtotal for Vendor

ALLIANCE ELECTRIC LLC.

7135 LEACHATE POD #1

\$105.00

\$105.00 Subtotal for Dept. Balefill

\$105.00 Subtotal for Vendor

AMERI-TECH EQUIPMENT CO.

18030 JOYSTICK & BUSHINGS

\$1,175.25

17949 JOYSTICK CONTROL

\$1,429.46

\$2,604.71 Subtotal for Dept. Fleet Maintenance

103791 AXLE, DOOR CYLINDER

\$1,986.60

\$1,986.60 Subtotal for Dept. Refuse Collection

\$4,591.31 Subtotal for Vendor

ANDREEN HUNT CONSTRUCTION, INC.

3581 RETAINAGE

(\$27,427.58)

RIN0028173 RETAINAGE

\$27,700.58

3581 E CASPER ZONE III WATER SYSTEM

\$98,255.74

3581 E CASPER ZONE III WATER SYSTEM

\$199,488.93

\$298,017.67 Subtotal for Dept. Water

\$298,017.67 Subtotal for Vendor

ARCADIS U.S., INC.

0873008 ENGINEERING SERVICES

\$7,689.12

\$7,689.12 Subtotal for Dept. Waste Water

\$7,689.12 Subtotal for Vendor

ARROWHEAD HEATING & AIR CONDITIONING

10058 FILTER CHANGE

\$180.00

\$180.00 Subtotal for Dept. Balefill

\$180.00 Subtotal for Vendor

ATLANTIC ELECTRIC, INC.

7211 RETAINAGE

(\$239.44)

7235 RETAINAGE

(\$129.86)

(\$369.30) Subtotal for Dept. General - Streets

7235 LUMINAIRE SERVICES

\$1,298.52

7211 LUMINAIRE SERVICES

\$2,394.38

\$3,692.90 Subtotal for Dept. Streets

\$3,323.60 Subtotal for Vendor

BEN FLAKE

RIN0028144 TRAVEL EXPENSES

\$233.73

\$233.73 Subtotal for Dept. Police

\$233.73 Subtotal for Vendor

BLACK HILLS ENERGY

Bills and Claims

City of Casper

19-Oct-17 to 07-Nov-17

BLACK HILLS ENERGY

AP00023210241705	NATURAL GAS	\$246.11	
AP00018310241705	NATURAL GAS	\$2,451.74	
AP00019710241705	NATURAL GAS	\$75.54	
		\$2,773.39	Subtotal for Dept. Aquatics
RIN0028138	LANDFILL REMEDIATION PROGRAM	\$73.50	
AP00022910241705	NATURAL GAS	\$902.41	
		\$975.91	Subtotal for Dept. Balefill
AP00018710241705	NATURAL GAS	\$51.46	
		\$51.46	Subtotal for Dept. Buildings & Structures
AP00022610241705	NATURAL GAS	\$54.14	
		\$54.14	Subtotal for Dept. Cemetery
AP00022710241705	NATURAL GAS	\$934.61	
AP00019010241705	NATURAL GAS	\$111.30	
AP00018910241705	NATURAL GAS	\$69.00	
AP00018510241705	NATURAL GAS	\$20.65	
		\$1,135.56	Subtotal for Dept. City Hall
AP00023010241705	NATURAL GAS	\$398.43	
AP00018610241705	NATURAL GAS	\$24.24	
AP00023810241705	NATURAL GAS	\$126.07	
		\$548.74	Subtotal for Dept. Fire
AP00019410241705	NATURAL GAS	\$940.61	
		\$940.61	Subtotal for Dept. Fleet Maintenance
AP00019510241705	NATURAL GAS	\$176.15	
		\$176.15	Subtotal for Dept. Fort Caspar
AP00018810241705	NATURAL GAS	\$72.61	
		\$72.61	Subtotal for Dept. Golf Course
AP00018410241705	NATURAL GAS	\$457.44	
		\$457.44	Subtotal for Dept. Ice Arena
AP00019210241705	NATURAL GAS	\$643.72	
		\$643.72	Subtotal for Dept. Metro Animal
AP00022210241705	NATURAL GAS	\$56.82	
		\$56.82	Subtotal for Dept. Parks
AP00019110241705	NATURAL GAS	\$463.20	
		\$463.20	Subtotal for Dept. Recreation
AP00019310241705	NATURAL GAS	\$17.06	
		\$17.06	Subtotal for Dept. Sewer
AP00023710241705	NATURAL GAS	\$76.15	
AP00022810241705	NATURAL GAS	\$2,697.49	
		\$2,773.64	Subtotal for Dept. Waste Water
AP00023310241705	NATURAL GAS	\$213.28	
AP00023110241705	NATURAL GAS	\$96.01	
		\$309.29	Subtotal for Dept. Water
RIN0028128	NATURAL GAS	\$2,002.90	
		\$2,002.90	Subtotal for Dept. Water Treatment Plant
		\$13,452.64	Subtotal for Vendor

Bills and Claims

City of Casper

19-Oct-17 to 07-Nov-17

BRENNTAG PACIFIC, INC.

BPI772942 CHEMICALS
BPI773439 CHEMICALS

\$14,489.67
\$13,575.01
\$28,064.68 Subtotal for Dept. Water Treatment Plant
\$28,064.68 Subtotal for Vendor

C & M CEMENT INC.

17-079-1 ALTA VISTA PARK PATHWAY REPAIR
17-087-1 MCKINLEY SIDEWALK REPLACEMENT

\$3,400.00
\$3,400.00 Subtotal for Dept. Parks
\$2,700.00
\$2,700.00 Subtotal for Dept. Streets
\$6,100.00 Subtotal for Vendor

CAROLINA SOFTWARE

65656 SPECIAL WASTE SOFTWARE
65792 SCALEHOUSE SOFTWARE

\$250.00
\$450.00
\$700.00 Subtotal for Dept. Balefill
\$700.00 Subtotal for Vendor

CASPER AREA TRANSPORTATION COALITION

2017-904 CITY BUS BILLS
2017-901 FTA CATC BILLS
2017-902 FTA BUS BILLS
2017-903 CITY CATC BILLS

\$24,116.00
\$36,952.00
\$28,411.00
\$35,832.00
\$125,311.00 Subtotal for Dept. C.A.T.C.
\$125,311.00 Subtotal for Vendor

CASPER HOUSING AUTHORITY

279 FUNDING

\$42,884.41
\$42,884.41 Subtotal for Dept. One Cent #15
\$42,884.41 Subtotal for Vendor

CELESTE BYERS

RIN0028164 UTILITY REFUND

\$16.81
\$16.81 Subtotal for Dept. Water
\$16.81 Subtotal for Vendor

CENTRAL WY. SENIOR SVCS., INC.

008263463 FUNDING

\$11,683.50
\$11,683.50 Subtotal for Dept. One Cent #15
\$11,683.50 Subtotal for Vendor

CENTURYLINK

RIN0028140 PHONE USE
RIN0028140 PHONE USE
RIN0028140 PHONE USE

\$2.36
\$76.56
\$78.92 Subtotal for Dept. Casper Events Center
\$38.67
\$38.67 Subtotal for Dept. Engineering

Bills and Claims

City of Casper

19-Oct-17 to 07-Nov-17

CENTURYLINK

AP00014310241705 PHONE USE

\$860.12

\$860.12 Subtotal for Dept. Finance

RIN0028130 PHONE USE

\$154.12

\$154.12 Subtotal for Dept. Metro Animal

RIN0028140 PHONE USE

\$45.53

\$45.53 Subtotal for Dept. Municipal Court

RIN0028155 PHONE USE

\$17.49

RIN0028155 PHONE USE

\$218.79

\$236.28 Subtotal for Dept. Police

RIN0028155 PHONE USE

\$57.13

RIN0028145 PHONE USE

\$43.45

\$100.58 Subtotal for Dept. Sewer

RIN0028155 PHONE USE

\$45.43

\$45.43 Subtotal for Dept. Waste Water

\$1,559.65 Subtotal for Vendor

CH2M HILL, INC.

381121678 NORTH PLATTE SANITARY SEWER

\$1,055.25

\$1,055.25 Subtotal for Dept. Waste Water

\$1,055.25 Subtotal for Vendor

CHERYL BOYLE

RIN0028146 MILEAGE REIMBURSEMENT

\$29.05

\$29.05 Subtotal for Dept. Finance

\$29.05 Subtotal for Vendor

CIGNA HEALTH & LIFE INSURANCE COMPANY

2192737 PLAN ADMIN FEES

\$11,410.07

\$11,410.07 Subtotal for Dept. Health Insurance

\$11,410.07 Subtotal for Vendor

CITY OF CASPER

5128/156312 GIS SERVICE FEE

\$6,258.89

5128/156312 GIS SERVICE FEE

\$657.78

5128/156472 ADVANCED GIS

\$2,607.07

5128/156472 ADVANCED GIS

\$273.99

\$9,797.73 Subtotal for Dept. Metropolitan Planning

\$9,797.73 Subtotal for Vendor

CITY OF CASPER - BALEFILL

734/156367 SANITATION

\$15.00

\$15.00 Subtotal for Dept. Metro Animal

247/156318-321 SANITATION

\$375.00

\$375.00 Subtotal for Dept. Parks

2772/156509 SANITATION

\$6,177.68

2772/156353 SANITATION

\$6,242.54

2772/156440 SANITATION

\$5,588.30

Bills and Claims

City of Casper

19-Oct-17 to 07-Nov-17

CITY OF CASPER - BALEFILL

2772/156120 SANITATION	\$5,422.86	
2772/156584 SANITATION	\$5,858.08	
2772/156201 SANITATION	\$5,852.91	
2772/156055-092 SANITATION	\$50,777.65	
2772/156649 SANITATION	\$5,977.93	
2772/156278-286 SANITATION	\$5,815.78	
2772/156617 SANITATION	\$5,842.57	
2772/156242 SANITATION	\$5,446.36	
2772/156136-169 SANITATION	\$13,516.73	
2772/156470 SANITATION	\$5,290.79	
2772/156379-413 SANITATION	\$11,759.87	
	\$139,570.05	Subtotal for Dept. Refuse Collection
1666/156412 SANITATION	\$140.53	
1666/156277 SANITATION	\$243.93	
	\$384.46	Subtotal for Dept. Streets
1276/156119 SANITATION	\$95.88	
1276/156583 SANITATION	\$130.19	
1276/156468 SANITATION	\$117.97	
1276/156376-410 SANITATION	\$2,024.20	
1276/156275 SANITATION	\$90.24	
1276/156167 SANITATION	\$117.50	
	\$2,575.98	Subtotal for Dept. Waste Water
	\$142,920.49	Subtotal for Vendor

CIVIL ENGINEERING PROFESSIONALS, INC.

15*031-14 DESIGN & CONSTRUCTION ADMIN	\$675.00	
	\$675.00	Subtotal for Dept. Balefill
15-282-07 AMENDMENT #1 - YMCA	\$1,637.90	
	\$1,637.90	Subtotal for Dept. City Manager
	\$2,312.90	Subtotal for Vendor

COLLECTION CENTER INC.

974300000317 COLLECTION FEES	\$43.57	
	\$43.57	Subtotal for Dept. Code Enforcement
974600000190 COLLECTION FEES	\$90.00	
	\$90.00	Subtotal for Dept. Municipal Court
972000000384 COLLECTION FEES	\$89.89	
	\$89.89	Subtotal for Dept. Refuse Collection
972000000384 COLLECTION FEES	\$68.31	
	\$68.31	Subtotal for Dept. Sewer
972000000384 COLLECTION FEES	\$201.35	
	\$201.35	Subtotal for Dept. Water
	\$493.12	Subtotal for Vendor

COMMUNICATION TECHNOLOGIES, INC.

79074 RADIO PROGRAMMING	\$51.50	
	\$51.50	Subtotal for Dept. Balefill

Bills and Claims

City of Casper

19-Oct-17 to 07-Nov-17

COMMUNICATION TECHNOLOGIES, INC.

79818 PALM MICROPHONE	\$75.00		
	\$75.00	Subtotal for Dept.	Police
79773 LED LIGHT BARS	\$2,750.00		
79823 HUB INSTALLATION	\$154.50		
79820 MOVE SPEAKER	\$206.00		
79860 HUB MOUNT	\$1,659.00		
79903 VARIOUS PARTS	\$1,288.00		
79819 RADAR REPAIR	\$154.50		
79805 REPLACE HUB	\$154.50		
	\$6,366.50	Subtotal for Dept.	Police Equipment
	\$6,493.00	Subtotal for Vendor	

COMPRESSION LEASING SERVICES, INC.

227969 COMPRESSOR	\$909.57		
	\$909.57	Subtotal for Dept.	Balefill
	\$909.57	Subtotal for Vendor	

CONDUENT INCORPORATED

2351321 13 LICENSES	\$7,000.00		
	\$7,000.00	Subtotal for Dept.	Health Insurance
	\$7,000.00	Subtotal for Vendor	

CORBIN GERHARDT

RIN0028169 BOOT REIMBURSEMENT	\$59.84		
	\$59.84	Subtotal for Dept.	Parks
	\$59.84	Subtotal for Vendor	

CRIME SCENE INFORMATION

157-12-068 CRIME STOPPERS LINE	\$86.25		
	\$86.25	Subtotal for Dept.	Police
	\$86.25	Subtotal for Vendor	

DAUGHTRY, JOHN/ANNETTE

0029667446 UTILITY REFUND	\$43.51		
	\$43.51	Subtotal for Dept.	Water
	\$43.51	Subtotal for Vendor	

DAVE LODEN CONSTRUCTION

RIN0028153 ROOF REPLACEMENTS	\$9,400.00		
	\$9,400.00	Subtotal for Dept.	Sewer
RIN0028153 ROOF REPLACEMENTS	\$22,150.00		
	\$22,150.00	Subtotal for Dept.	Waste Water
RIN0028154 RETAINAGE	(\$2,844.25)		
RIN0028154 ROOF REPLACEMENTS	\$25,335.00		
	\$22,490.75	Subtotal for Dept.	Water
	\$54,040.75	Subtotal for Vendor	

Bills and Claims

City of Casper

19-Oct-17 to 07-Nov-17

DAVIDSON FIXED INCOME MGMT.

2017-9CASPER FIXED INCOME MANAGEMENT FEES

\$3,546.69
\$3,546.69 Subtotal for Dept. Finance
\$3,546.69 Subtotal for Vendor

DELL MARKETING LP

10190506425 COMPUTER SOFTWARE

\$338.35
\$338.35 Subtotal for Dept. Balefill
\$338.35 Subtotal for Vendor

DELTA DENTAL PLAN OF WY.

RIN0028156 DENTAL INSURANCE
RIN0028160 DENTAL PREMIUM

\$37,390.85
\$1,502.80
\$38,893.65 Subtotal for Dept. Health Insurance
\$38,893.65 Subtotal for Vendor

DOOLEY OIL, INC.

92948 DIESEL FUEL

\$16,579.81
\$16,579.81 Subtotal for Dept. Fleet Maintenance
\$16,579.81 Subtotal for Vendor

DOUBLE D WELDING & FABRICATION INC.

4362 REPAIR INTAKE

\$200.00
\$200.00 Subtotal for Dept. Fleet Maintenance
\$200.00 Subtotal for Vendor

DPC INDUSTRIES, INC.

727000303-17 CHEMICALS
727000313-17 CHEMICALS

\$5,735.62
\$6,507.20
\$12,242.82 Subtotal for Dept. Water Treatment Plant
\$12,242.82 Subtotal for Vendor

ECONOMIC DEVELOPMENT JOINT POWERS BOARD

FY2018-2 ADMINISTRATION & INCENTIVE FEE

\$105,070.25
\$105,070.25 Subtotal for Dept. Special Reserves
\$105,070.25 Subtotal for Vendor

ENGINEERING DESIGN ASSOCIATES

10018 FIRE SUPPRESSION - LIFESTEPS

\$621.23
\$621.23 Subtotal for Dept. CDBG
\$621.23 Subtotal for Vendor

ENVIRONMENTAL & CIVIL SOLUTIONS, LLC

5173 PROFESSIONAL SERVICES

\$760.00
\$760.00 Subtotal for Dept. Hogadon

RIN0028146 LIFT STATION UPGRADES
5180 TRUCK BARN SURGE TANK

\$1,413.60
\$2.65
\$1,416.25 Subtotal for Dept. Refuse Collection

Bills and Claims

City of Casper

19-Oct-17 to 07-Nov-17

ENVIRONMENTAL & CIVIL SOLUTIONS, LLC

5175 FY12 COLLECTOR/ARTERIALS 1%#14

\$450.00
\$450.00 Subtotal for Dept. Streets
\$2,626.25 Subtotal for Vendor

FAMILY JOURNEY CENTER

123 FUNDING

\$803.33
\$803.33 Subtotal for Dept. One Cent #15
\$803.33 Subtotal for Vendor

FIRST DATA MERCHANT SVCS CORP.

REMI1279484 CREDIT CARD FEES

\$3,110.42

REMI1275271 CREDIT CARD FEES

\$3,757.83

\$6,868.25 Subtotal for Dept. Balefill

REMI1279489 CREDIT CARD FEES

\$85.55

\$85.55 Subtotal for Dept. Cemetery

REMI1279487 CREDIT CARD FEES

\$174.19

\$174.19 Subtotal for Dept. Code Enforcement

REMI1279488 CREDIT CARD FEES

\$21.01

\$21.01 Subtotal for Dept. Engineering

REMI1279478 CREDIT CARD FEES

\$2,015.68

\$2,015.68 Subtotal for Dept. Finance

REMI1275256 CREDIT CARD FEES

\$1,359.24

\$1,359.24 Subtotal for Dept. Golf Course

REMI1279482 CREDIT CARD FEES

\$48.59

\$48.59 Subtotal for Dept. Metro Animal

REMI1275270 CREDIT CARD FEES

\$194.56

\$194.56 Subtotal for Dept. Municipal Court

REMI1279486 CREDIT CARD FEES

\$61.82

\$61.82 Subtotal for Dept. Police

\$10,828.89 Subtotal for Vendor

FIRST INTERSTATE BANK - PETTY CASH

RIN0028165 PETTY CASH

\$200.00

\$200.00 Subtotal for Dept. Ice Arena

\$200.00 Subtotal for Vendor

FISCHER BODY SHOP CORP.

24950 BODY SHOP REPAIRS

\$2,962.43

\$2,962.43 Subtotal for Dept. Fleet Maintenance

\$2,962.43 Subtotal for Vendor

FREMONT MOTOR CASPER, INC.

54999 JEEP CHEROKEE

\$21,987.00

\$21,987.00 Subtotal for Dept. Police Equipment

\$21,987.00 Subtotal for Vendor

FREMONT MOTOR COMPANY

Bills and Claims

City of Casper

19-Oct-17 to 07-Nov-17

FREMONT MOTOR COMPANY

75339 FORD 3/4 TON 4X4 PICKUP	\$22,802.42		
	\$22,802.42	Subtotal for Dept.	Buildings And Structures
75338 FORD 3/4 TON 4X4 PICKUP	\$21,345.61		
	\$21,345.61	Subtotal for Dept.	Cemetery
75338 FORD 3/4 TON 4X4 PICKUP	\$3,656.81		
	\$3,656.81	Subtotal for Dept.	Parks
75337-A LOCKING AXLE	\$390.00		
75337 FORD 1-TON 4X4 PICKUP	\$27,104.56		
	\$27,494.56	Subtotal for Dept.	Streets
	\$75,299.40	Subtotal for Vendor	

GARLICK LAW OFFICE PC

2758 COURT APPOINTED ATTORNEY	\$162.50		
2755 COURT APPOINTED ATTORNEY	\$227.10		
2757 COURT APPOINTED ATTORNEY	\$191.61		
	\$581.21	Subtotal for Dept.	Municipal Court
	\$581.21	Subtotal for Vendor	

GLOBAL SPECTRUM L.P.

201718-05 NET OPER LOSS FEE	\$82,909.91		
	\$82,909.91	Subtotal for Dept.	Casper Events Center
201718TS-23 MARCHING BND	\$15,751.00		
201718TS-23 WYOMING WOMENS EXPO	\$7,300.00		
201718TS-23 MADIGAN	\$34,969.50		
201718TS-23 WYOMING WOMENS EXPO	\$11,807.00		
201718TS-23 WYOMING WOMENS EXPO BOOTH	\$38,715.00		
	\$108,542.50	Subtotal for Dept.	Casper Events Center
201718TS-24 ARENA CROSS - TICKET FUNDING	\$26,520.50		
	\$26,520.50	Subtotal for Dept.	Casper Events Center
	\$217,972.91	Subtotal for Vendor	

GOLDER ASSOCIATES

494757 CLOSED BALEFILL POST CLOSURE	\$5,805.41		
494603 GAS COLLECTION SYSTEM	\$1,387.60		
	\$7,193.01	Subtotal for Dept.	Balefill
	\$7,193.01	Subtotal for Vendor	

GREATER WYOMING BIG BROTHERS, BIG SISTERS

2015-9 FUNDING	\$4,156.28		
	\$4,156.28	Subtotal for Dept.	One Cent #15
	\$4,156.28	Subtotal for Vendor	

GSG ARCHITECTURE

17227 DESIGN & CONSTRUCTION ADMIN	\$9,301.10		
	\$9,301.10	Subtotal for Dept.	Fire
	\$9,301.10	Subtotal for Vendor	

Bills and Claims

City of Casper

19-Oct-17 to 07-Nov-17

HDR ENGINEERING, INC.

1200079299 WATER RIGHTS & SUPPLY ANALYSIS

\$4,684.52
\$4,684.52 Subtotal for Dept. Water
\$4,684.52 Subtotal for Vendor

HEDQUIST CONSTRUCTION

RIN0028181 RETAINAGE

\$7,279.72
\$7,279.72 Subtotal for Dept. Capital Projects - Engineering
\$7,279.72 Subtotal for Vendor

HEDQUIST CONSTRUCTION, INC.

RIN0028182 RETAINAGE

(\$6,265.50)

RIN0028183 RETAINAGE

\$6,265.50

\$0.00 Subtotal for Dept. Capital Projects - Parks

RIN0028178 RETAINAGE

(\$7,279.72)

(\$7,279.72) Subtotal for Dept. Capital Projects - Streets

RIN0028182 FY16 ROBERTSON RD TRAIL EXT

\$50,124.00

RIN0028182 FY16 ROBERTSON ROAD TRAIL MATC

\$12,531.00

\$62,655.00 Subtotal for Dept. Parks

RIN0028178 K STREET IMPROVEMENTS

\$2,547.90

\$2,547.90 Subtotal for Dept. Sewer

RIN0028178 K STREET IMPROVEMENTS

\$36,398.58

RIN0028178 K STREET IMPROVEMENTS

\$30,574.80

\$66,973.38 Subtotal for Dept. Streets

RIN0028178 K STREET IMPROVEMENTS

\$3,275.87

\$3,275.87 Subtotal for Dept. Water

\$128,172.43 Subtotal for Vendor

HINSBERGERS POLY INDUSTRIES, LTD.

000165684 GREEN COVER STAPLES

\$543.45

\$543.45 Subtotal for Dept. Golf Course

\$543.45 Subtotal for Vendor

HOMAX OIL SALES, INC.

0385424-IN FUEL

\$17,595.33

\$17,595.33 Subtotal for Dept. Balefill

0381556-IN FUEL

\$3,382.70

0382668-IN FUEL ADDITIVE

\$957.00

0383624-IN FUEL

\$17,865.64

\$22,205.34 Subtotal for Dept. Fleet Maintenance

0383871-IN FUEL

\$2,912.50

\$2,912.50 Subtotal for Dept. Golf Course

\$42,713.17 Subtotal for Vendor

INBERG-MILLER ENGINEERS

19093CM01.4 26TH ST CONST MATERIAL TESTING

\$566.00

19093CM01.2 LANDMARK DR CONST MATERIAL TES

\$850.50

19093CM01.3 ENGLISH AVE CONST MATERIAL TES

\$292.50

Bills and Claims

City of Casper

19-Oct-17 to 07-Nov-17

INBERG-MILLER ENGINEERS

19066CE01 COLUMBINE STREET IMPROVEMENTS

\$12,433.83
\$14,142.83 Subtotal for Dept. Streets
\$14,142.83 Subtotal for Vendor

ITC ELECTRICAL TECHNOLOGIES

22567 BLOWER BLDG POWER
22567 COMPUTER ISSUES
5048000*01 DAFT INSTALLATION
22567 TSHOOT CLAUDE CREEK COMMS

\$1,075.60
\$1,075.60
\$5,475.00
\$1,075.60
\$8,701.80 Subtotal for Dept. Waste Water
\$8,701.80 Subtotal for Vendor

JOSHUA WILLIAMS

RIN0028124 BOOT REIMBURSEMENT

\$75.00
\$75.00 Subtotal for Dept. Refuse Collection
\$75.00 Subtotal for Vendor

KNIFE RIVER/JTL

RIN0028141 RETAINAGE 17-027

(\$25,953.50)
(\$25,953.50) Subtotal for Dept. Capital Projects - Streets

13-42-3 ROBERTSON RD N PATHWAY
13-42-3 ROBERTSON RD N PATHWAY

\$24,008.24
\$6,002.06
\$30,010.30 Subtotal for Dept. Parks

160795 HOT MIX ASPHALT
160289 HOT MIX ASPHALT
RIN0028141 2017 CHIP SEAL PROJECT
RIN0028141 2017 CHIP SEAL PROJECT
160089 HOT MIX ASPHALT
160575 HOT MIX ASPHALT

\$237.00
\$165.66
\$55,819.90
\$459,000.00
\$225.18
\$226.80
\$515,674.54 Subtotal for Dept. Streets
\$519,731.34 Subtotal for Vendor

KODY PIVIK

101 DRONE FLIGHT

\$1,000.00
\$1,000.00 Subtotal for Dept. Golf Course
\$1,000.00 Subtotal for Vendor

KUBWATER RESOURCES, INC

07053 ZETAG 7593 DRY POLYMER
06979 ZETAG 7593 DRY POLYMER

\$4,839.01
\$4,839.01
\$9,678.02 Subtotal for Dept. Waste Water
\$9,678.02 Subtotal for Vendor

LONG, VICKI

0029667450 UTILITY REFUND

\$66.35
\$66.35 Subtotal for Dept. Water
\$66.35 Subtotal for Vendor

Bills and Claims

City of Casper

19-Oct-17 to 07-Nov-17

M & M SVCS. INC.

0579 PEST CONTROL

\$1,000.00
\$1,000.00 Subtotal for Dept. Balefill
\$1,000.00 Subtotal for Vendor

MAGELSSSEN, JOSEPH

0029667447 UTILITY REFUND

\$41.76
\$41.76 Subtotal for Dept. Water
\$41.76 Subtotal for Vendor

MCCLUSKEY, ALYSSA

0029667449 UTILITY REFUND

\$31.47
\$31.47 Subtotal for Dept. Water
\$31.47 Subtotal for Vendor

MCMURRY READY MIX CO.

225689 PADS FOR ROTARY BENCHES

\$213.00
\$213.00 Subtotal for Dept. Parks

225819 CONCRETE

\$108.50

225818 CONCRETE

\$106.50

225860 CONCRETE

\$108.50

\$323.50 Subtotal for Dept. Water
\$536.50 Subtotal for Vendor

MIKE OGDEN

RIN0028166 TRAVEL EXPENSES

\$22.95
\$22.95 Subtotal for Dept. Police
\$22.95 Subtotal for Vendor

MILLS POLICE DEPT.

RIN0028159 SHARE OF SEIZURE 2016-0973

\$347.33
\$347.33 Subtotal for Dept. Police Grants
\$347.33 Subtotal for Vendor

MOUNTAIN WEST TELEPHONE/ WERCS COMMUNICATIONS

AR-15 ONECENTPROCESS.COM RENEWAL

\$37.00
\$37.00 Subtotal for Dept. Council
\$37.00 Subtotal for Vendor

NATRONA COUNTY - SHERIFFS' OFFICE

RIN0028158 SHARE OF SEIZURE 2016-0973

\$347.33
\$347.33 Subtotal for Dept. Police Grants
\$347.33 Subtotal for Vendor

NATRONA COUNTY HEALTH DEPT.

DOGD201801002-A INSPECTION REISSUE

\$75.00
\$75.00 Subtotal for Dept. Aquatics
\$75.00 Subtotal for Vendor

Bills and Claims

City of Casper

19-Oct-17 to 07-Nov-17

NEVE'S UNIFORMS, INC.

LN-356628 UNIFORMS	\$875.00	
LN-356635 UNIFORMS	\$875.00	
LN-356627 UNIFORMS	\$875.00	
LN-356636 UNIFORMS	\$875.00	
\$3,500.00	Subtotal for Dept.	Police
\$3,500.00	Subtotal for Vendor	

NORTH PARK TRANSPORTATION

08776206 FREIGHT	\$847.81	
\$847.81	Subtotal for Dept.	Fleet Maintenance
\$847.81	Subtotal for Vendor	

ONE CALL OF WY.

46174 LOCATE TICKETS	\$425.59	
	\$425.59	Subtotal for Dept. Sewer
46174 LOCATE TICKETS	\$520.16	
	\$520.16	Subtotal for Dept. Water
	\$945.75	Subtotal for Vendor

P-CARD VENDORS

00064756 MOUNTAIN WEST TECH	\$9.25	
00064892 VERIZON	\$480.41	
00064756 MOUNTAIN WEST TECH	\$9.25	
00065363 AMAZON	\$16.67	
00064532 LIFEGUARD STORE	\$102.75	
00064532 LIFEGUARD STORE	\$102.75	
00065179 AMPAC HOLDINGS	\$42.20	
	\$763.28	Subtotal for Dept. Aquatics
00065121 BARGREEN WYOMING	\$21.31	
00065075 AIRGAS CENTRAL	\$30.48	
00065390 AGP PROPANE SERVICES	\$31.16	
00065211 BAILEYS ACE HARDWARE	\$98.92	
00065020 AIRGAS CENTRAL	\$29.80	
00065249 HENSLEY BATTERY	\$283.50	
00065237 WEAR PARTS	\$69.20	
00065226 BAILEYS ACE HARDWARE	\$21.99	
00065226 BAILEYS ACE HARDWARE	\$9.98	
00065050 AIRGAS CENTRAL	\$30.48	
00064711 AIRGAS CENTRAL	\$121.92	
00064832 HOSE & RUBBER	(\$10,240.02)	
00064651 CASPER CONTRACTORS	\$162.00	
00064665 CASPER TIRE	\$14.29	
00064667 MCCOY SALES CORPORATION	\$12.38	
00065402 BAILEYS ACE HARDWARE	\$109.61	
00065399 AGP PROPANE SERVICES	\$123.23	
00065369 AGP PROPANE SERVICES	\$1,300.00	
00064676 AIRGAS CENTRAL	\$278.52	
00064498 SWI, LLC	\$204.00	

Bills and Claims

City of Casper

19-Oct-17 to 07-Nov-17

P-CARD VENDORS

00064702	CASPER SAFETY	\$550.00	
00064397	WAL-MART	\$28.93	
00064712	HOSE & RUBBER SUPPLY	\$396.56	
00064717	CASPER FIRE EXTINGUISHER	\$660.11	
00064718	BOBCAT	\$43.70	
00065392	PILOT	\$75.00	
00065379	THE HOME DEPOT	\$100.86	
00064727	AIRGAS CENTRAL	\$34.11	
00064744	MENARDS	\$73.07	
00064840	AEROSOLV	\$107.70	
00064826	MENARDS	\$7.98	
00064681	BAILEYS ACE HARDWARE	\$487.41	
00064546	PRAIRIE PELLA	\$798.42	
00064967	CASPER CONTRACTORS SUPPLY	\$147.51	
00065266	RESPOND FIRST AID	\$34.74	
00064961	WYOMING MACHINERY	\$1,550.86	
00064950	AGP PROPANE SERVICES	\$81.61	
00064944	CASPER TIRE	\$32.50	
00064941	AGP PROPANE SERVICES	\$66.72	
00064938	AGP PROPANE SERVICES	\$104.22	
00064928	HOSE & RUBBER SUPPLY	\$59.14	
00064640	SHAWN'S JOHNS	\$130.00	
00064919	AGP PROPANE SERVICES	\$28.26	
00064969	WYOMING MACHINERY	\$1,655.98	
00064830	BEARING BELT CHAIN	\$174.30	
00065005	SAMS CLUB	\$364.36	
00064830	BEARING BELT CHAIN	\$174.30	
00064830	BEARING BELT CHAIN	\$174.30	
00064823	HOSE & RUBBER	\$10,240.03	
00064728	PEDENS	\$95.00	
00065412	PRAIRIE PELLA	\$661.50	
00065405	HARBOR FREIGHT TOOLS	\$332.06	
00064391	SAMS CLUB	\$112.55	
00064922	AGP PROPANE SERVICES	\$40.29	
00065418	PILOT	\$100.00	
00065413	AGP PROPANE SERVICES	\$227.37	
00065424	SOURCE OFFICE AND TECHNOLOGY	\$38.22	
00065287	SAMSClub.COM	\$117.50	
		\$12,819.92	Subtotal for Dept. Balefill
00065167	AMAZON	\$114.99	
00064740	CASPER WINNELSON	(\$464.95)	
00064751	AIRGAS CENTRAL	\$25.75	
00065475	BLOEDORN LUMBER	\$6.29	
00064772	CRESCENT ELECTRIC	\$108.67	
00065470	DIAMOND VOGEL PAINT	\$50.89	
00065170	BLOEDORN LUMBER	\$54.76	
00065222	CASPER WINNELSON	\$65.84	
00064777	CRESCENT ELECTRIC	\$98.85	

Bills and Claims

City of Casper

19-Oct-17 to 07-Nov-17

P-CARD VENDORS

00064708	CASPER WINNELSON	\$474.92	
00065089	SUTHERLANDS	\$37.99	
00065168	WW GRAINGER	\$50.28	
00065192	BLOEDORN LUMBER	\$35.11	
00065446	DIAMOND VOGEL PAINT	\$8.94	
00064805	BLOEDORN LUMBER	\$13.00	
00065465	CRESCENT ELECTRIC	\$24.87	
00065160	WW GRAINGER	\$14.11	
00064814	SUMMIT ELECTRIC	\$546.23	
00065330	CRESCENT ELECTRIC	\$42.47	
00065009	WW GRAINGER	\$152.89	
00065035	CASPER WINNELSON	\$79.04	
00065095	CASPER WINNELSON	\$19.08	
00065320	UNITED GLASS	\$44.36	
00065298	CASPER WINNELSON	\$86.55	
00065092	CASPER WINNELSON	\$23.64	
00064779	SUMMIT ELECTRIC	\$1,187.20	
00065259	CASPER WINNELSON	\$203.10	
00064915	LONG BLDG. TECHNOLOGIES	\$1,062.00	
00064638	CASPER WINNELSON	\$494.57	
00065234	SAMS CLUB	\$33.92	
00065428	PRAIRIE PELLA	\$35.25	
00064643	BLOEDORN LUMBER	\$5.29	
00064654	HERCULES INDUSTRIES	\$10.86	
00064695	BAILEYS ACE HARDWARE	\$12.99	
00064729	BLOEDORN LUMBER	\$7.99	
00064960	BAILEYS ACE HARDWARE	\$9.99	
00065391	PRAIRIE PELLA	\$94.50	
00065276	BLOEDORN LUMBER	\$3.41	
00065261	WW GRAINGER	\$110.12	
00064709	RMI WYOMING	\$852.50	
00064719	GEORGE T SANDERS	\$110.04	
00064624	WATERWORKS	\$98.18	
00064724	CASPER WINNELSON	\$57.10	
00065252	SAMS CLUB	\$17.68	
00065358	UNITED GLASS	\$12.16	
00065419	PRAIRIE PELLA	\$211.75	
00065421	PRAIRIE PELLA	\$94.50	
00065354	WW GRAINGER	\$40.10	
00065129	BLOEDORN LUMBER	\$13.46	
00065248	SAMS CLUB	\$283.03	
		\$6,776.26	Subtotal for Dept. Buildings & Structures
00065238	CASPER STAR TRIBUNE	\$178.50	
00065238	CASPER STAR TRIBUNE	\$44.62	
		\$223.12	Subtotal for Dept. C.A.T.C.
00064671	SOURCE OFFICE	\$225.73	
		\$225.73	Subtotal for Dept. Cemetery
00064869	NATIONWIDE	\$50.00	

Bills and Claims

City of Casper

19-Oct-17 to 07-Nov-17

P-CARD VENDORS

00065051 THOMSON WEST	\$1,233.19	
00065049 THOMSON WEST	\$133.74	
00065104 THOMSON WEST	\$99.23	
	\$1,516.16	Subtotal for Dept. City Attorney
00065304 THE AREPA BARN RESTAURANT	\$112.58	
00064567 SUBWAY	\$10.68	
	\$123.26	Subtotal for Dept. City Manager
00064767 ATLAS OFFICE PRODUCTS	\$365.02	
00064609 NETWORK FLEET	\$227.40	
00064990 WYOMING STEEL AND RECYCLING	\$15.00	
00065472 VERIZON	\$120.15	
00064572 RICOH USA	\$205.14	
	\$932.71	Subtotal for Dept. Code Enforcement
00064678 MENARDS	\$8.07	
00065018 MOBIL SATELLITE TECHNOLOGY	\$1,199.88	
00065021 DIRECTV SERVICE	\$76.24	
00064026 GRUB STEAK RESTAURANT	\$23.43	
00064128 MAXWELL'S EAST COAST	\$14.90	
00063981 GRUB STEAK RESTAURANT	\$48.87	
00064101 RED IGUANA	\$22.00	
00063895 MAXWELL'S EAST COAST	\$32.75	
00064611 SAMS CLUB	\$132.74	
00065094 CHARTER COMMERCIAL	\$78.62	
	\$1,637.50	Subtotal for Dept. Communications Center
00065210 EGGINGTONS	\$93.29	
00065186 MERBACK AWARDS COMPANY	\$32.15	
00065650 SAMSCLUB.COM	\$606.50	
00064458 CASPER STAR TRIBUNE	\$701.92	
00064810 NATE'S FLOWERS & GIFTS	\$46.50	
00064733 CASPER AREA CHAMBER	\$125.00	
00065220 ALBERTSONS	\$31.93	
00065253 SAMSCLUB.COM	\$210.70	
	\$1,847.99	Subtotal for Dept. Council
00064677 ATLAS OFFICE PRODUCTS	\$106.85	
00064882 XEROX CORPORATION	\$153.45	
00064972 INSTITUTE OF TRANSPORT	\$295.00	
00064882 XEROX CORPORATION	\$32.20	
	\$587.50	Subtotal for Dept. Engineering
00065299 ATLAS OFFICE PRODUCTS	\$446.61	
00064918 CPU IIT	\$169.00	
00064645 AMAZON	\$23.12	
00064848 GOVERNMENT FINANCE	\$550.00	
	\$1,188.73	Subtotal for Dept. Finance
00064806 KINSCO	\$3,601.50	
00064413 FEDEX	\$59.60	
00064384 CELLULAR PLUS	\$83.97	
00064121 EXXONMOBIL	\$14.16	

Bills and Claims

City of Casper

19-Oct-17 to 07-Nov-17

P-CARD VENDORS

00064761 LN CURTIS	\$7,998.00		
00064853 VERIZON	\$120.03		
00064976 VENTURE TECH	\$15.38		
00064746 AED SUPERSTORE	\$117.60		
00063695 NATIONAL EMERGENCY TRAINING	(\$302.04)		
00063461 NATIONAL EMERGENCY TRAINING	\$302.04		
00064877 VERIZON	\$1,656.34		
00064932 ATLAS OFFICE PRODUCTS	\$469.44		
00062598 SUTHERLANDS	\$19.79		
00063833 EXXONMOBIL	\$28.73		
	\$14,184.54	Subtotal for Dept.	Fire
00065090 SHEET METAL SPECIALTIES	\$2,356.00		
	\$2,356.00	Subtotal for Dept.	Fire Equipment
00064907 BEARING BELT CHAIN	\$1,529.05		
00064908 HOSE & RUBBER SUPPLY	\$283.95		
00064880 JACKS TRUCK AND EQUIPMENT	\$2,260.07		
00064910 JACKS TRUCK AND EQUIPMENT	(\$3,750.00)		
00064898 PETERSON EQUIPMENT	\$2,925.65		
00065381 GREINER FORD LINCOLN	(\$83.82)		
00065283 S&S CASPER	\$293.85		
00064879 WATEROUS COMPANY	\$11,978.06		
00065394 INTERNATIONAL TRANSACTION	\$2.75		
00065396 TIRE PROFESSIONALS	\$250.00		
00064698 GREINER FORD LINCOLN	(\$71.07)		
00065311 AMERI-TECH EQUIPMENT	\$670.04		
00064929 CMI-TECO	(\$37.78)		
00065268 COMMUNICATION TECHNOLOGIES	\$258.35		
00064943 HENSLEY BATTERY	\$348.06		
00065268 COMMUNICATION TECHNOLOGIES	\$258.35		
00065376 WEAR PARTS	\$29.90		
00063745 CENTRAL TRUCK AND DIESEL	(\$60.00)		
00064931 H G MAKELIM COMPANY	\$1,175.09		
00064884 AMERI-TECH EQUIPMENT	\$231.22		
00064016 BOBCAT	\$151.97		
00064913 E&F TOWING & RECOVERY	\$105.00		
00065273 BAILEYS ACE HARDWARE	\$33.88		
00064609 NETWORK FLEET	\$18.95		
00064921 HENSLEY BATTERY	\$267.06		
00065327 MIDLAND IMPLEMENT	\$282.33		
00065388 CMI-TECO	\$617.98		
00065368 GOODYEAR COMMERCIAL	\$714.16		
00064881 JACKS TRUCK AND EQUIPMENT	(\$90.84)		
00065492 AMERI-TECH EQUIPMENT	\$870.10		
00065334 AMERI-TECH EQUIPMENT	\$670.04		
00064897 CMI-TECO	\$629.00		
00065290 BAILEYS ACE HARDWARE	\$3.18		
00065520 ALPINE MOTOR SPORTS	\$54.00		
00065508 BEARING BELT CHAIN	\$6.68		

Bills and Claims

City of Casper

19-Oct-17 to 07-Nov-17

P-CARD VENDORS

00065300	ALPINE MOTOR SPORTS	\$89.00
00065508	BEARING BELT CHAIN	\$2,539.18
00064870	HONNEN EQUIPMENT	\$1,587.86
00065500	GREINER FORD LINCOLN	\$103.55
00064589	ALSCO	\$724.60
00064776	DECKER AUTO GLASS	\$287.65
00065496	MIDLAND IMPLEMENT	\$73.85
00064753	JIMMY L. KIMSEY SNAP ON	\$7,695.01
00065328	STOTZ EQUIPMENT	\$1,254.84
00065495	GOODYEAR COMMERCIAL	\$257.64
00064749	PARTMASTER	\$101.78
00064809	GREINER FORD LINCOLN	\$696.30
00065502	GREINER FORD LINCOLN	\$90.19
00065319	GOODYEAR COMMERCIAL	\$2,037.20
00065403	GREINER FORD LINCOLN	\$123.00
00065364	WEAR PARTS	(\$18.79)
00064768	STOTZ EQUIPMENT	\$140.57
00064895	GREINER FORD LINCOLN	\$57.90
00064844	AMERI-TECH EQUIPMENT	\$83.27
00065415	DAVID TERRELL	\$250.00
00065325	CMI-TECO	\$165.86
00064850	GREINER FORD LINCOLN	\$52.88
00064863	PETERSON EQUIPMENT	\$4,769.33
00064901	INDUSTRIAL SCREEN	\$1,700.90
00065343	STOTZ EQUIPMENT	\$152.80
00064747	GREINER FORD LINCOLN	(\$81.96)
00065285	JACKS TRUCK AND EQUIPMENT	\$57.68
00065289	JACKS TRUCK AND EQUIPMENT	\$53.72
00065310	WW GRAINGER	\$29.19
00064859	FLEETPRIDE	\$84.60
00065414	STOTZ EQUIPMENT	\$152.80
00065324	GOODYEAR COMMERCIAL	\$73.00
00065454	GREINER FORD LINCOLN	(\$25.00)
00065175	DRIVE TRAIN CASPER	\$47.49
00065066	WYOMING MACHINERY	\$2,637.40
00065204	AMAZON	\$10.99
00065189	WEAR PARTS	\$55.47
00065453	GREINER FORD LINCOLN	\$20.30
00065224	MOTORSPORT.COM	\$759.80
00065184	CMI-TECO	\$808.49
00065190	NAPA	\$1,732.17
00065066	WYOMING MACHINERY	\$118.50
00065190	BEARING BELT CHAIN	\$40.30
00065171	GREINER FORD LINCOLN	\$21.99
00065452	WYOMING MACHINERY	\$3,888.70
00065194	BOBCAT	\$79.50
00065203	WHITES MOUNTAIN	\$27.96
00065452	WYOMING MACHINERY	\$852.26

Bills and Claims

City of Casper

19-Oct-17 to 07-Nov-17

P-CARD VENDORS

00065452 WYOMING MACHINERY	\$852.25
00065177 DECKER AUTO GLASS	\$216.28
00065153 GOODYEAR COMMERCIAL	\$1,331.94
00064991 CMI-TECO	\$491.48
00065086 GOODYEAR COMMERCIAL	\$1,331.94
00065467 DENVER INDUSTRIAL SALES	\$263.00
00065209 STOTZ EQUIPMENT	\$420.64
00065047 GOODYEAR COMMERCIAL	\$1,283.68
00065042 GREINER FORD LINCOLN	\$117.96
00065155 AMERI-TECH EQUIPMENT	\$15.70
00065053 CASPER TIRE	\$14.29
00065207 AMAZON	\$128.78
00065156 DRIVE TRAIN	\$33.00
00065162 WEAR PARTS INC	\$23.14
00065173 WEAR PARTS	\$413.92
00065058 WW GRAINGER	\$8.91
00065016 STOTZ EQUIPMENT	\$526.34
00065164 FLEETPRIDE	\$29.00
00065464 DRIVE TRAIN	\$159.48
00065206 AMAZON	\$116.35
00065027 WW GRAINGER	\$9.72
00065026 CMI-TECO	\$129.04
00065065 NORCO	\$59.70
00065066 WYOMING MACHINERY	\$232.63
00064949 HENSLEY BATTERY	(\$348.06)
00065088 GORDON ELECTRIC SUPPLY	\$246.66
00065032 CASPER TIRE	\$170.00
00065251 CMI-TECO	\$88.64
00065148 CMI-TECO	\$64.52
00065262 AMAZON	\$79.76
00065236 WEAR PARTS	\$315.81
00065100 WAUSAU EQUIPMENT COMPANY	\$6,423.34
00065436 CMI-TECO	\$199.65
00065433 CMI-TECO	\$76.84
00065146 CMI-TECO	\$43.71
00065091 AMAZON	\$33.71
00065138 GREINER FORD LINCOLN	(\$17.63)
00065254 GREINER FORD LINCOLN	\$26.68
00064958 E&F TOWING & RECOVERY	\$75.00
00065255 HENSLEY BATTERY	\$55.34
00065256 WEAR PARTS	(\$107.91)
00065264 WEAR PARTS	\$18.79
00065265 HOODS EQUIPMENT	\$100.63
00065268 COMMUNICATION TECHNOLOGIES	\$258.35
00065245 GREINER FORD LINCOLN	\$248.60
00065426 BIG HILL SERVICES	\$274.52
00065215 WEAR PARTS	\$112.22
00065107 WEAR PARTS	\$15.00

Bills and Claims

City of Casper

19-Oct-17 to 07-Nov-17

P-CARD VENDORS

00065447	GREINER FORD LINCOLN	\$105.61	
00065114	GREINER FORD LINCOLN	\$1,561.21	
00065216	GCR TIRES	\$1,624.50	
00065115	JACKS TRUCK AND EQUIPMENT	\$47.96	
00065218	NORCO	\$147.49	
00065136	CMI-TECO	\$162.49	
00065130	GREINER FORD LINCOLN	(\$600.98)	
00065144	GREINER FORD LINCOLN	\$248.60	
00065219	WW GRAINGER	\$7.84	
00065223	GREINER FORD LINCOLN	\$259.52	
00065437	WYOMING MACHINERY	\$296.44	
00064977	GOODYEAR COMMERCIAL	\$640.00	
		\$80,450.95	Subtotal for Dept. Fleet Maintenance
00064553	SUTHERLANDS	\$35.28	
00064520	ATLAS OFFICE PRODUCTS	\$20.28	
00064735	WAL-MART	\$14.31	
		\$69.87	Subtotal for Dept. Fort Caspar
00065193	TROOPERS STORE	\$302.00	
		\$302.00	Subtotal for Dept. General - Fort Caspar
00065312	CHARTER COMM	\$135.43	
00065337	VERIZON	\$80.02	
00065069	R & R PUMPING	\$378.00	
00064822	MOUNTAIN WEST TELEPHONE	\$43.00	
00064720	MOUNTAIN WEST TECH	\$49.95	
00065196	CPS DISTRIBUTORS	\$80.00	
00065188	STAPLES	\$37.99	
00065355	GOLDEN WEST INDUSTRIAL	\$845.06	
00065303	R & R REST STOPS	\$378.00	
00065161	CPS DISTRIBUTORS	\$853.14	
00064716	BRECK MEDIA	\$340.00	
00065022	TOWNSQUARE MEDIA	\$170.00	
00064924	CASPER STAR TRIBUNE	\$299.00	
		\$3,689.59	Subtotal for Dept. Golf Course
00065299	ATLAS OFFICE PRODUCTS	\$223.30	
		\$223.30	Subtotal for Dept. Health Insurance
00065001	CPU IIT	\$19.95	
00065432	NOLAND FEED	\$158.55	
00064758	THE HOME DEPOT	\$46.22	
00064964	VISTA PRINT	\$31.99	
00064627	ACCESSO SIRIUSWARE	\$2,990.15	
00065085	DULUTH TRADING	\$139.00	
00064813	GLOBAL INDUSTRIAL	\$59.21	
00064937	GREINER FORD LINCOLN	\$22.76	
00064760	AMAZON	\$102.33	
00064994	VISTA PRINT	\$31.99	
00065336	CRUM ELECTRIC SUPPLY	\$16.05	
00064984	BEST BUY	\$59.99	

Bills and Claims

City of Casper

19-Oct-17 to 07-Nov-17

P-CARD VENDORS

00064981	HITEK COMMUNICATIONS	\$413.12	
00065084	GLOBAL INDUSTRIAL	\$59.21	
00064653	STAPLES	\$157.45	
00064629	BEST BUY	\$89.99	
00064836	WW GRAINGER	\$22.60	
00064679	SCIENTIFIC SALES	\$1,299.98	
00065308	THE HOME DEPOT	\$85.71	
00065482	GEOTEC INDUSTRIAL SUPPLY	\$450.00	
00064661	KOTULAS CATALOG	\$169.89	
00064660	DEWCO PUMPS & EQUIPMENT	\$149.42	
		\$6,575.56	Subtotal for Dept. Hogadon
00065054	ATLAS OFFICE PRODUCTS	\$8.70	
00065347	USPS	\$6.59	
00065323	ATLAS OFFICE PRODUCTS	\$5.63	
00064923	STERLING BACKCHECK	\$271.53	
00064988	DOUGH ENTERPRISES	\$9.85	
00065126	STERLING BACKCHECK	\$27.58	
00065133	PEDENS	\$30.00	
		\$359.88	Subtotal for Dept. Human Resources
00065340	SAMS CLUB	\$16.26	
00065339	SAMS CLUB	\$110.70	
00065409	VISTAR ROCKY MOUNTAIN	\$304.01	
00065293	SAMS CLUB	\$39.29	
00065139	AGP PROPANE SERVICES	\$152.66	
00065363	AMAZON	\$16.66	
00064973	NORCO	\$12.10	
00064970	SAMS CLUB	\$104.88	
00065362	AGP PROPANE SERVICES	\$65.68	
00065356	SAM'S CLUB	\$39.84	
00065317	PARTY AMERICA	\$14.35	
00065179	AMPAC HOLDINGS	\$42.20	
00065346	SAMS CLUB	\$22.22	
00065345	HOBBY-LOBBY	\$12.98	
00065342	SAMS CLUB	\$45.48	
00064968	SAMS CLUB	\$90.95	
00064756	MOUNTAIN WEST TECHNOLOGY	\$9.25	
00064983	BAILEYS ACE HARDWARE	\$3.29	
00064872	PAPA JOHNS	\$219.74	
00065012	SAMS CLUB	\$169.48	
		\$1,492.02	Subtotal for Dept. Ice Arena
00065301	CHEYENNE LITTLE AMERICA	\$30.18	
00065225	BURGER KING	\$17.18	
00065279	ARBYS	\$14.61	
00065352	CHEYENNE LITTLE AMERICA	(\$9.33)	
00065338	CHEYENNE LITTLE AMERICA	\$93.00	
00065272	WHEATLAND TRAVEL CENTER	\$21.95	
00065309	CHEYENNE LITTLE AMERICA	\$102.30	
00065122	SAMS CLUB	\$66.25	

Bills and Claims

City of Casper

19-Oct-17 to 07-Nov-17

P-CARD VENDORS

00065263 MISAC	\$995.00	
	\$1,331.14	Subtotal for Dept. Information Services
00064788 COMMUNICATION TECHNOLOGY	\$1,502.85	
00064726 SUTHERLANDS	\$576.00	
00064851 ROTO ROOTER	\$1,368.00	
00064609 NETWORK FLEET	\$132.65	
00064692 PETCO	\$14.99	
00064663 WAL-MART	\$39.77	
00064841 THAYER PUBLISHING	\$250.26	
00065205 WESTSIDE ANIMAL HOSPITAL	\$55.00	
00065241 WESTSIDE ANIMAL HOSPITAL	\$31.44	
00065269 WESTSIDE ANIMAL HOSPITAL	\$3,093.22	
00064704 NOLAND FEED	\$645.00	
00064573 GREAT PLAINS CLEANING	\$617.70	
00065093 RESPOND FIRST AID	\$93.51	
00065370 NOLAND FEED	\$285.48	
00065228 WESTSIDE ANIMAL HOSPITAL	\$834.25	
	\$9,540.12	Subtotal for Dept. Metro Animal
00064689 ATLAS OFFICE PRODUCTS	\$40.77	
00065013 ATLAS OFFICE PRODUCTS	\$17.04	
00064019 MOUNTAIN STATES LITHOGRAPHING	\$167.59	
00064221 ATLAS OFFICE PRODUCTS	\$55.78	
00065023 ATLAS OFFICE PRODUCTS	\$15.41	
00064058 ATLAS OFFICE PRODUCTS	\$12.99	
00064649 POWDER RIVER SHREDDERS	\$21.00	
00065112 TOP OFFICE PRODUCT	\$38.00	
	\$368.58	Subtotal for Dept. Municipal Court
00064742 STOTZ EQUIPMENT	(\$54.04)	
00065372 BAILEYS ACE HARDWARE	\$4.59	
00065199 CASPER FIRE EXTINGUISHER	\$25.52	
00065213 CASPER CONTRACTORS SUPPLY	\$118.00	
00064940 BAILEYS ACE HARDWARE	\$31.73	
00064852 ROTO ROOTER	\$1,192.00	
00064804 MENARDS	\$1,409.91	
00065201 BLOEDORN LUMBER	\$14.46	
00064794 MENARDS	\$137.91	
00065197 CPS DISTRIBUTORS	\$287.55	
00064905 SHOPGREENDEALER COM	\$337.00	
00065305 AMAZON	\$20.03	
00064856 EPR DISTRIBUTION	\$96.98	
00065083 VERIZON	\$40.01	
00065316 WALMART.COM	\$83.58	
00064996 BEARING BELT CHAIN	\$31.85	
00064824 R & R REST STOPS	\$9,925.56	
00065407 BLOEDORN LUMBER	\$7.64	
00064903 CPS DISTRIBUTORS	\$108.65	
00065438 BLOEDORN LUMBER	\$17.99	
00065119 CASPER STAR TRIBUNE	\$163.86	

Bills and Claims

City of Casper

19-Oct-17 to 07-Nov-17

P-CARD VENDORS

00065239	WAL-MART	\$17.79	
00064906	NORCO	\$190.56	
00065169	CASPER FIRE EXTINGUISHER	\$24.86	
00064668	HOODS EQUIPMENT	\$23.25	
00064609	NETWORK FLEET	\$160.80	
00065172	KMART	\$10.17	
00064925	BLOEDORN LUMBER	\$124.99	
00065351	STOTZ EQUIPMENT	\$243.80	
00065143	BLOEDORN LUMBER	\$379.16	
		\$15,176.16	Subtotal for Dept. Parks
00064764	GALLES GREENHOUSE	\$2,025.00	
00064395	PRAIRIE PELLA	\$3,723.05	
00063086	WYOMING RENTS	\$375.00	
		\$6,123.05	Subtotal for Dept. Perpetual Care
00065386	ATLAS REPRODUCTION	\$18.00	
00065247	CASPER STAR TRIBUNE	\$57.56	
00065281	CASPER STAR TRIBUNE	\$44.60	
		\$120.16	Subtotal for Dept. Planning
00063473	PUBLIC AGENCY TRAINING	\$1,350.00	
00064448	LIFELINE TRAINING	\$417.00	
00063592	SIRCHIE FINGER PRINT	\$1,650.00	
00063176	UNITED	\$396.10	
00064874	MONTANA CLUB OF MISSOULA	\$26.99	
00064062	SHEEPDOG RESPONSE	\$499.00	
00064000	SHEEPDOG RESPONSE	\$699.00	
00063766	CSIFORENSIC SUPPLY	\$278.04	
00063908	DELTA	\$334.10	
00064203	BAYMONT HOTEL SUITES	\$807.60	
00064388	SHEEPDOG RESPONSE	(\$200.00)	
00063308	ERIC DAIGLE	\$1,050.00	
00065102	BEST WESTERN HOTELS	\$277.80	
00065070	CNCIA PARKING	\$20.00	
00064989	ADVANCED CHIROPRACTIC	\$45.00	
00065077	HOLIDAY INN MISSOULA	\$15.50	
00065080	SAM S RESTAURANT	\$15.00	
00065087	THE MARKET	\$2.60	
00065097	HOLIDAY INN DOWNTOWN	\$884.64	
00065152	LAPEL PINS	\$1,208.00	
00065101	WONDERFUL HOUSE	\$150.29	
00065060	CONOCO - HELLGATE SERVICE	\$16.95	
00065105	ARBYS	\$8.64	
00065110	DOLLAR RENT A CAR	\$76.67	
00065113	MCDONALD'S	\$3.39	
00065116	OLD CHICAGO	\$15.58	
00065118	JIMMY JOHNS	\$9.25	
00065132	ERIC DAIGLE	(\$1,050.00)	
00065008	TAMARACK	\$18.00	
00065099	TACO BELL	\$7.79	

Bills and Claims

City of Casper

19-Oct-17 to 07-Nov-17

P-CARD VENDORS

00065036	SUBWAY	\$10.50
00065014	SAMS CLUB	\$79.92
00063345	MILE HIGH SHOOTING	\$6,437.58
00065019	VOIANCE	\$3.33
00065025	MANCHU WOK	\$12.74
00065028	SOURCE OFFICE AND TECHNOLOGY	\$643.50
00065029	MONARCH MOTOR HOTEL	\$397.77
00065002	DOMINO'S	\$19.97
00065067	DELTA	\$25.00
00065033	SHELL OIL	\$9.23
00065061	SAM S RESTAURANT	\$15.00
00064993	NETMOTION WIRELESS	\$9,830.00
00064992	CONOCO	\$30.00
00065007	RED ROBIN MISSOULA	\$13.51
00065040	SAM S RESTAURANT	\$22.95
00065046	HOLIDAY STATION	\$28.37
00065059	TACO BELL	\$8.87
00065154	HOTEL RESERVATIONS.COM	\$376.20
00064999	RED ROBIN MISSOULA	\$18.00
00064885	MONTANA CLUB OF MISSOULA	\$28.98
00064858	MERBACK AWARDS COMPANY	\$126.41
00064862	WYOMING CAMERA	\$136.40
00064939	HOLIDAY INN MISSOULA	\$12.75
00064866	PEAVEY CORPORATION	\$404.00
00064868	QDOBA	\$10.34
00064871	THE NOTORIOUS P.I.G.	\$19.84
00064652	LAS COSTA MEXICAN REST	\$41.00
00064876	QDOBA	\$10.34
00064849	MCDONALD'S	\$7.87
00064930	CONOCO - LOVELAND CENTER	\$29.36
00064920	HOG WILD BBQ	\$23.00
00064891	HOLIDAY INN MISSOULA	\$12.50
00064916	DELTA	\$25.00
00064894	HOLIDAY INN MISSOULA	\$21.25
00064912	SAFARILAND	\$198.00
00064904	THE NOTORIOUS P.I.G.	\$20.41
00064873	B & B RUBBER STAMPS	\$38.90
00065232	HENSLEY BATTERY	\$9.32
00065165	SIRCHIE FINGER PRINT	\$105.63
00065174	WAL-MART	\$19.02
00064963	DOCS GOURMET SANDWICH	\$14.20
00065182	PUBLIC AGENCY TRAINING	\$325.00
00065187	WWW.RESERVATIONS.COM	\$14.99
00064682	CRESCENT MOON	\$15.31
00064723	CASPER ANIMAL MEDICAL	\$103.50
00064855	ORIGINAL HAMBURGER STAND	\$13.11
00064959	MANCHU WOK	\$14.19
00064854	PILOT	\$19.70

Bills and Claims

City of Casper

19-Oct-17 to 07-Nov-17

P-CARD VENDORS

00065244	POWDER RIVER SHREDDERS	\$108.00		
00064948	HOLIDAY INN MISSOULA	\$12.25		
00065295	ALBERTSONS	\$10.00		
00064842	EXXONMOBIL	\$27.46		
00064845	CONOCO - BILLINGS	\$23.04		
00064846	MCDONALD'S	\$8.39		
00065038	JIMMY JOHNS	\$7.00		
00065227	FAIRFIELD INN & SUITES	\$93.00		
		\$29,124.83	Subtotal for Dept.	Police
00065037	SOURCE OFFICE AND TECHNOLOGY	\$31.42		
		\$31.42	Subtotal for Dept.	Police Grants
00065299	ATLAS OFFICE PRODUCTS	\$223.31		
00065039	URGENT CARE	\$830.00		
00064675	HOLLAND AND HART	\$4,773.00		
00064974	ENERGY LABORATORIES	\$247.00		
00064957	ATLANTIC ELECTTIC	\$752.00		
		\$6,825.31	Subtotal for Dept.	Property & Liability Insurance
00065353	DOMINO'S	\$53.62		
00065363	AMAZON	\$16.66		
00064886	CRUM ELECTRIC SUPPLY	\$306.90		
00065229	SAMS CLUB	\$496.40		
00064889	Production 101	\$261.00		
00065497	WW GRAINGER	\$28.35		
00065507	NORCO	\$105.63		
00065583	ORIENTAL TRADING COMPANY	(\$22.23)		
00064909	NORCO	\$190.23		
00064935	DOLLAR TREE	\$35.00		
00065179	AMPAC HOLDINGS	\$42.22		
00064875	AMAZON	\$50.35		
00065030	HOBBY-LOBBY	\$44.77		
00064756	MOUNTAIN WEST TECH	\$9.25		
		\$1,618.15	Subtotal for Dept.	Recreation
00065430	CMI-TECO	\$198.56		
00065431	CMI-TECO	\$90.00		
00064546	PRAIRIE PELLA	\$798.41		
00065462	AIRGAS CENTRAL	\$8.01		
00065031	THE HOME DEPOT	\$10.57		
00065000	SHERWIN-WILLIAMS	\$210.05		
00065412	PRAIRIE PELLA	\$661.50		
00065481	CASPER TIRE	\$32.50		
00065486	PEDENS	\$711.00		
00064826	MENARDS	\$2.76		
00065003	KISTLER TENT AND AWNING	\$1,530.00		
00065468	AIRGAS CENTRAL	\$18.00		
00065195	CASPER TIRE	\$32.50		
00065200	CASPER TIRE	\$45.00		
00065287	SAMSCLUB.COM	\$117.50		
00065180	PEDENS	\$875.00		

Bills and Claims

City of Casper

19-Oct-17 to 07-Nov-17

P-CARD VENDORS

00065242	PEDENS	\$875.00	
00064962	SIX ROBBLEES	\$165.30	
00065429	CMI-TECO	\$501.73	
00065015	AMERI-TECH EQUIPMENT	\$75.96	
00065074	HARBOR FREIGHT TOOLS	\$76.93	
00065141	BAILEYS ACE HARDWARE	\$5.64	
00065243	CMI-TECO	\$592.05	
00065367	THE HOME DEPOT	\$159.00	
00065384	CMI-TECO	\$1,950.30	
00065404	CMI-TECO	\$154.65	
00064609	NETWORK FLEET.	\$447.85	
00065335	PEDENS	(\$875.05)	
00064680	BAILEYS ACE HARDWARE	\$9.18	
00063147	CPU IIT	\$950.00	
00064705	DOOLEY OIL I	\$80.75	
00064626	CMI-TECO	\$27.94	
00064690	NORCO	\$403.20	
00064600	DRIVER CHECK	\$61.45	
		\$11,003.24	Subtotal for Dept. Refuse Collection
00065306	WATERWORK	\$747.45	
00065296	CRETEX CONCRETE PRODUCTS	\$132.10	
00064902	CDW	\$280.86	
00065024	HOSE & RUBBER SUPPLY	\$30.25	
00065022	TOWNSQUARE MEDIA	\$815.00	
00064684	CASPER STAR TRIBUNE	\$512.96	
00065315	OFFICE OF WATER PROGRAMS	\$98.00	
00064609	NETWORK FLEET	\$18.95	
00064825	CDW	\$1,974.21	
00064701	WEF MAIN	\$84.00	
		\$4,693.78	Subtotal for Dept. Sewer
00062967	COMFORT INN & SUITES	\$110.90	
00062919	DENIO JUNCTION	\$60.01	
00062817	PILOT	\$23.09	
00062917	PILOT	\$30.87	
00062920	PILOT	\$93.00	
00062928	CHEVRON	\$55.00	
00062957	FAIRFIELD INN & SUITES	\$145.26	
00062998	ELKO FREEWAY SINCLAIR	\$100.00	
00063199	FRED M FUEL	\$2.93	
00063453	CHEVRON	\$38.81	
00063463	CHEVRON	\$28.76	
00062929	RAYS MARKET	\$83.26	
		\$771.89	Subtotal for Dept. Special Assistance
00065185	LYLE SIGNS	\$630.00	
00065183	PAVEMENT STENCIL	\$240.50	
00064696	DENVER INDUSTRIAL SALES	\$872.14	
00064966	ATLANTIC ELECTRIC	\$783.47	
00064700	3M	\$11,181.82	

Bills and Claims

City of Casper

19-Oct-17 to 07-Nov-17

P-CARD VENDORS

00065231	CASPER STAR TRIBUNE	\$223.12	
00064609	NETWORK FLEET	\$549.55	
00064864	ADVANCED TRAFFIC PRODUCTS	\$559.75	
00065098	TAPCO	\$3,987.73	
00064890	TOP OFFICE PRODUCTS	\$91.93	
00065142	VERIZON	\$40.01	
00064911	CASPER CONTRACTORS	\$164.15	
00065045	COMMUNICATION TECHNOLOGY	\$466.75	
00064780	NORCO	\$99.58	
00064933	TAPCO	\$1,087.75	
		\$20,978.25	Subtotal for Dept. Streets
00064803	ATLAS OFFICE PRODUCTS	\$27.89	
00065011	PACE ANALYTICAL SERVICE	\$1,653.00	
00065004	HARRINGTON	\$102.25	
00065202	HACH COMPANY	\$3,664.42	
00064418	TELEDYNE INSTRUMENTS	\$105.00	
00064673	ATLAS OFFICE PRODUCTS	\$283.32	
00065044	FERGUSON ENTERPRISIS	\$49.63	
00065135	PURVIS INDUSTRIES	\$65.73	
00065271	FERGUSON	\$1,030.00	
00065034	CASPER WINNELSON	\$8.28	
00065157	WW GRAINGER	\$91.37	
00065159	WW GRAINGER	\$211.97	
00065057	PARKSON CORPORATION	\$704.89	
00065322	TRI STATE OIL	\$75.00	
00064801	ATLAS OFFICE PRODUCTS	\$411.42	
00064766	NORCO	\$865.00	
00065378	QA BALANCE SERVICES	\$466.00	
00064951	BLOEDORN LUMBER	\$365.08	
00064952	HARBOR FREIGHT TOOLS	\$19.99	
00065331	PACE ANALYTICAL SERVICE	\$65.00	
00065302	MCMURRY READY MIX	\$326.43	
00064978	STONER LAWN SERVICE	\$91.25	
00065288	CONOCO - HOMAX OIL SALES	\$53.80	
00064985	ENERGY LABORATORIES,	\$291.25	
00065267	WW GRAINGER	\$237.80	
00065284	WYOMING WATER	\$340.00	
00065331	PACE ANALYTICAL SERVICE	\$1,050.00	
00064987	OFFICE OF WATER PROGRAMS	\$188.00	
00065280	RESPOND FIRST AID	\$106.21	
00065214	CONOCO	\$82.55	
00065217	HONNEN EQUIPMENT	\$204.81	
00064634	PURVIS INDUSTRIES	\$43.48	
		\$13,280.82	Subtotal for Dept. Waste Water
00065125	ENERGY LABORATORIES	\$50.00	
00064883	ENERGY LABORATORIES	\$25.00	
00064741	TOP OFFICE PRODUCTS	\$92.02	
00065443	UNION WIRELESS	\$130.22	

Bills and Claims

City of Casper

19-Oct-17 to 07-Nov-17

P-CARD VENDORS

00065448	NORCO	\$57.73	
00064865	ENERGY LABORATORIES	\$50.00	
00065373	THE HOME DEPOT	\$10.54	
00064861	ENERGY LABORATORIES	\$20.00	
00065484	THE HOME DEPOT	\$40.13	
00064646	NORCO	\$12.04	
00065096	BEARING BELT CHAIN	\$29.17	
00064635	KNIFE RIVER	\$192.56	
00065487	BAILEYS ACE HARDWARE	\$2.59	
00065377	DANA KEPNER COMPANY	\$158.50	
00064713	SUTHERLANDS	\$17.25	
00065365	KNIFE RIVER	\$95.84	
00065151	HARBOR FREIGHT TOOLS	\$39.99	
00065360	STOTZ EQUIPMENT	\$64.24	
00065270	WATERWORKS	\$234.91	
00065145	POLLARDWATER.COM	\$113.80	
00065313	HOLIDAY INN EXPRESS	\$93.00	
00065297	GANNETT GRILL	\$52.72	
00065294	USPS	\$11.48	
00064860	ENERGY LABORATORIES	\$340.00	
00064699	GREAT PLAINS CLEANING	\$6.06	
00065198	CASPER CONTRACTORS SUPPLY	\$92.24	
00065286	MR D'S FOOD CENTER	\$23.23	
00064609	NETWORK FLEET	\$170.55	
00064956	UNITED STATES WELDING	\$19.23	
00064587	WATERWORKS	\$169.40	
00064927	PROKOTE ENGINEERING	(\$89.88)	
00064934	PROKOTE ENGINEERING	\$85.60	
00064829	PROKOTE ENGINEERING	\$89.88	
00064980	CASPER CONTRACTORS SUPPLY	\$546.56	
00065063	ATLAS OFFICE PRODUCTS	\$7.38	
00064955	KNIFE RIVER	\$636.24	
00065010	USPS	\$49.00	
00064847	PEDENS	\$24.00	
00064755	KNIFE RIVER	\$1,965.22	
00064971	KNIFE RIVER	\$570.22	
00064979	ENERGY LABORATORIES	\$340.00	
00064998	ENERGY LABORATORIES	\$660.00	
00064995	WATERWORKS	\$252.85	
00064953	INBERG-MILLER ENGINEER	\$1,190.00	
00064633	SUTHERLANDS	\$3.76	
00064926	ENERGY LABORATORIES	\$25.00	
		\$8,770.27	Subtotal for Dept. Water
00064736	COASTAL CHEMICAL	\$307.36	
00065258	ALBERTSONS	\$26.55	
00064752	ENERGY LABORATORIES	\$225.00	
00065246	PIZZA HUT	\$40.00	
00064936	ENERGY LABORATORIES	\$37.00	

Bills and Claims

City of Casper

19-Oct-17 to 07-Nov-17

P-CARD VENDORS

00065240 AMERICAN WATER WORKS	\$202.00	
00064774 ALBERTSONS	\$25.98	
00064750 XEROX CORPORATION	\$304.20	
00064687 FERGUSON	\$41.45	
00064707 ENERGY LABORATORIES	\$20.00	
00064893 UNITED STATES WELDING	\$3,492.09	
00065134 ENERGY LABORATORIES	\$22.00	
00065140 ENERGY LABORATORIES	\$2,722.00	
00065056 ATLAS OFFICE PRODUCTS	\$59.87	
00064887 PRAZMA PAINT AND AUTOBODY	\$4,033.17	
00064781 CVIC	\$1,940.00	
00065147 UNITED STATES WELDING	\$3,693.05	
00065150 ENERGY LABORATORIES	\$225.00	
00065163 CASPER STAR TRIBUNE	\$43.54	
00064900 ENERGY LABORATORIES	\$225.00	
	\$17,685.26	Subtotal for Dept. Water Treatment Plant
00064637 CRUM ELECTRIC SUPPLY	\$189.06	
00064606 SAMS CLUB	\$55.29	
00064662 VAN DIEST SUPPLY	\$999.38	
00064549 STAPLES	\$92.98	
00064632 BLOEDORN LUMBER	\$61.28	
	\$1,397.99	Subtotal for Dept. Weed And Pest
	\$287,186.29	Subtotal for Vendor

PEPSI COLA OF CASPER

2199028285 PRODUCT	\$292.60	
2199028186 PRODUCT	\$335.57	
	\$628.17	Subtotal for Dept. Ice Arena
	\$628.17	Subtotal for Vendor

PITTSBURG TANK & TOWER MAINTENANCE CO INC

13307 SUNRISE II WATER STORAGE TANK	\$69,139.00	
13307 RETAINAGE	(\$6,913.90)	
	\$62,225.10	Subtotal for Dept. Water
	\$62,225.10	Subtotal for Vendor

POSTAL PROS SOUTHWEST INC

43677 WEB	\$4,109.31	
4201 UTILITY BILLING FEES	\$1,137.18	
4212 UTILITY BILLING FEES	\$4,173.36	
	\$9,419.85	Subtotal for Dept. Finance
	\$9,419.85	Subtotal for Vendor

PUBLIC SAFETY COMMUNICATIONS CENTER

734/156304 PSCC USER FEES	\$2,622.29	
	\$2,622.29	Subtotal for Dept. Metro Animal
1276/156305 PSCC USER FEES	\$572.73	
	\$572.73	Subtotal for Dept. Water

Bills and Claims

City of Casper

19-Oct-17 to 07-Nov-17

PUBLIC SAFETY COMMUNICATIONS CENTER

\$3,195.02 Subtotal for Vendor

RAFTELIS FINANCIAL CONSULTANTS INC

CAWY1702-08 SYSTEM INVESTMENT CHARGE/COST

\$1,481.79

\$1,481.79 Subtotal for Dept. Sewer

CAWY1702-08 SYSTEM INVESTMENT CHARGE/COST

\$1,481.79

\$1,481.79 Subtotal for Dept. Waste Water

CAWY1702-08 SYSTEM INVESTMENT CHARGE/COST

\$2,256.67

\$2,256.67 Subtotal for Dept. Water

\$5,220.25 Subtotal for Vendor

RECYKLING INDUSTRIAL REPAIRS, INC

1125 BALER CYLINDER REPAIRS

\$60,000.00

\$60,000.00 Subtotal for Dept. Balefill

\$60,000.00 Subtotal for Vendor

RESOURCE MGMT. CO, INC.

103193 TIRE DISPOSALS

\$323.25

103193 TIRE DISPOSALS,

\$140.00

103193 TIRE DISPOSALS

\$51.00

\$514.25 Subtotal for Dept. Fleet Maintenance

\$514.25 Subtotal for Vendor

RITA BUTLER

RIN0028167 REFUND OVERPAYMENT

\$143.62

\$143.62 Subtotal for Dept. General - Payroll

\$143.62 Subtotal for Vendor

ROCKY MOUNTAIN POWER

AP00016910241705 ELECTRICITY

\$1,490.57

\$1,490.57 Subtotal for Dept. Aquatics

RIN0028123 LANDFILL REMEDIATION PROG

\$870.07

AP00016710241705 ELECTRICITY

\$11,470.32

\$12,340.39 Subtotal for Dept. Balefill

AP00016810241705 ELECTRICITY

\$160.44

\$160.44 Subtotal for Dept. Buildings & Structures

AP00015510241705 ELECTRICITY

\$2,400.62

\$2,400.62 Subtotal for Dept. Fire

AP00015410241705 ELECTRICITY

\$3,606.04

\$3,606.04 Subtotal for Dept. Fleet Maintenance

AP00016010241705 ELECTRICITY

\$1,089.06

\$1,089.06 Subtotal for Dept. Metro Animal

AP00016110241705 ELECTRICITY

\$2,984.97

AP00018110241705 ELECTRICITY

\$5,476.75

AP00018010241705 ELECTRICITY

\$3,119.77

AP00023610241705 ELECTRICITY

\$59.16

\$11,640.65 Subtotal for Dept. Parks

Bills and Claims

City of Casper

19-Oct-17 to 07-Nov-17

ROCKY MOUNTAIN POWER

AP00017010241705 ELECTRICITY	\$74.25	
AP00016410241705 ELECTRICITY	\$47,150.70	
	\$47,224.95	Subtotal for Dept. Streets
AP00024210241705 ELECTRICITY	\$165.12	
AP00016610241705 ELECTRICITY	\$26,692.90	
	\$26,858.02	Subtotal for Dept. Waste Water
AP00016510241705 ELECTRICITY	\$32,310.72	
	\$32,310.72	Subtotal for Dept. Water
RIN0028143 ELECTRICITY	\$85,010.74	
RIN0028143 ELECTRICITY	\$11,466.89	
	\$96,477.63	Subtotal for Dept. Water Treatment Plant
	\$235,599.09	Subtotal for Vendor

ROD BARSTAD'S PAINT & AUTO BODY

6112 BODY SHOP REPAIRS	\$1,082.28	
	\$1,082.28	Subtotal for Dept. Fleet Maintenance
	\$1,082.28	Subtotal for Vendor

SAM PARSON'S UPHOLSTERY

673665 REUPHOLSTER SEAT CUSHION	\$166.00	
673676 REUPHOLSTER SEAT CUSHION	\$178.45	
	\$344.45	Subtotal for Dept. Fleet Maintenance
	\$344.45	Subtotal for Vendor

SARA NELSON

160440741373 CLOTHING REIMBURSEMENT	\$45.04	
	\$45.04	Subtotal for Dept. Police
	\$45.04	Subtotal for Vendor

SENIOR PATIENT ADVOCATES

2017-0572 SERVICES	\$450.00	
2017-0613 SERVICES	\$450.00	
	\$900.00	Subtotal for Dept. Health Insurance
	\$900.00	Subtotal for Vendor

SHANNON DALEY

04453 CLOTHING REIMBURSEMENT	\$156.57	
	\$156.57	Subtotal for Dept. Police
	\$156.57	Subtotal for Vendor

SKYLINE RANCHES

RIN0028132 201 SEWER	(\$98.17)	
RIN0028132 201 SEWER	\$981.72	
	\$883.55	Subtotal for Dept. Sewer
RIN0028132 201 SEWER	(\$502.59)	
	(\$502.59)	Subtotal for Dept. Waste Water
	\$380.96	Subtotal for Vendor

Bills and Claims

City of Casper

19-Oct-17 to 07-Nov-17

SMARSH, INC

INV00278087 EMAIL ARCHIVING MAINTENANCE	\$1,765.00	
	\$1,765.00	Subtotal for Dept. Finance
	\$1,765.00	Subtotal for Vendor

STATE OF WY - DEPARTMENT OF WORKFORCE SVCS

RIN0028168 BALANCE OWED ON WORKERS COMP	\$4,236.59	
	\$4,236.59	Subtotal for Dept. Property & Liability Insurance
	\$4,236.59	Subtotal for Vendor

STEALTH PARTNER GROUP

RIN0028157 MEDICAL STOP LOSS	\$54,275.64	
	\$54,275.64	Subtotal for Dept. Health Insurance
	\$54,275.64	Subtotal for Vendor

TEST AMERICA LABORATORIES, INC

28196504 OLD LANDFILL TESTING	\$1,592.50	
28195904 GROUND WATER ANALYSIS	\$1,498.00	
28196223 GROUND WATER ANALYSIS	\$743.00	
28196488 GROUND WATER ANALYSIS	\$339.50	
28196528 OLD LANDFILL TESTING	\$2,100.50	
	\$6,273.50	Subtotal for Dept. Balefill
	\$6,273.50	Subtotal for Vendor

TRAVIS GAINES

RIN0028163 BOOT REIMBURSEMENT	\$47.77	
	\$47.77	Subtotal for Dept. Balefill
	\$47.77	Subtotal for Vendor

TRETO CONST.

RIN0028134 STORMWATER MANAGEMENT/RECYCLE	\$98,223.75	
	\$98,223.75	Subtotal for Dept. Balefill
RIN0028134 RETAINAGE	(\$14,257.99)	
RIN0028134 STORMWATER MANAGEMENT/RECYCLE	\$186,936.10	
	\$172,678.11	Subtotal for Dept. Refuse Collection
	\$270,901.86	Subtotal for Vendor

TRIHYDRO CORP.

0123906 BROWNFIELDS	\$8,623.79	
0123193 BROWNFIELDS - HAZARDOUS	\$1,264.00	
0123905 BROWNFIELDS - HAZARDOUS	\$3,353.25	
0123194 BROWNFIELDS - HAZARDOUS	\$8,247.85	
	\$21,488.89	Subtotal for Dept. Planning
	\$21,488.89	Subtotal for Vendor

URGENT CARE OF CASPER LLC.

2717-2 PRE HIRE TESTING	\$90.00	
2617-2 PRE HIRE TESTING	\$45.00	
	\$135.00	Subtotal for Dept. Communications Center

Bills and Claims

City of Casper

19-Oct-17 to 07-Nov-17

URGENT CARE OF CASPER LLC.

\$135.00 Subtotal for Vendor

VICTORIA GONZALES

RIN0028162 CLOTHING REIMBURSEMENT

\$40.74

\$40.74 Subtotal for Dept. Parks

\$40.74 Subtotal for Vendor

VISION SVC. PLAN

2017102681872 COBRA CONTRIBUTIONS
804304264 BENEFIT PAYABLE

\$32.16

\$1,459.22

\$1,491.38 Subtotal for Dept. Health Insurance

\$1,491.38 Subtotal for Vendor

WASTE WATER TREATMENT

1337/156311 SUMP CLEANING

\$600.00

\$600.00 Subtotal for Dept. Balefill

1276/156587 201 SEWER

\$271,875.47

\$271,875.47 Subtotal for Dept. Sewer

\$272,475.47 Subtotal for Vendor

WESTERN ECO SYSTEMS TECHNOLOGY INC.

55476 WETLAND MONITORING

\$2,178.95

\$2,178.95 Subtotal for Dept. Water

\$2,178.95 Subtotal for Vendor

WESTERN PLAINS LANDSCAPING LLC.

20507 MIKE SEDAR POOL COVER

\$32,014.58

\$32,014.58 Subtotal for Dept. Aquatics

20507 RETAINAGE

(\$251.46)

(\$251.46) Subtotal for Dept. Capital Projects - Aquatics

\$31,763.12 Subtotal for Vendor

WESTERN WATER CONSULTANTS, INC.

RIN0028174 ROBERTSON RD N PATHWAY
142020017 ROBERTSON ROAD TRAIL EXTENSION
RIN0028172 ROBERTSON ROAD TRAIL EXTENSION
160360012 FY16 ROBERTSON RD TRAIL EXTENS
142020017 ROBERTSON ROAD TRAIL EXTENSION
RIN0028174 ROBERTSON RD N PATHWAY

\$1,982.84

\$877.30

\$1,293.41

\$323.35

\$219.33

\$7,931.41

\$12,627.64 Subtotal for Dept. Parks

160580019 K STREET IMPROVEMENTS

\$544.59

\$544.59 Subtotal for Dept. Sewer

160580019 K STREET IMPROVEMENTS

\$6,535.03

160580019 K STREET IMPROVEMENTS

\$7,779.79

130130051 MIDWEST AVE RECONSTRUCTION

\$3,537.53

130130050 MIDWEST AVE RECONSTRUCTION

\$252.00

\$18,104.35 Subtotal for Dept. Streets

Bills and Claims

City of Casper

19-Oct-17 to 07-Nov-17

WESTERN WATER CONSULTANTS, INC.

160580019 K STREET IMPROVEMENTS

\$700.18

\$700.18 Subtotal for Dept. Water

\$31,976.76 Subtotal for Vendor

WESTLAND PARK-RED BUTTES IMPROVEMENT & SVC.

RIN0028131 201 SEWER

(\$337.60)

RIN0028131 201 SEWER

\$3,376.00

\$3,038.40 Subtotal for Dept. Sewer

RIN0028131 201 SEWER

(\$1,496.27)

(\$1,496.27) Subtotal for Dept. Waste Water

\$1,542.13 Subtotal for Vendor

WILLIAMS, PORTER, DAY & NEVILLE, P.C.

79899 LEGAL

\$57.00

\$57.00 Subtotal for Dept. Property & Liability Insurance

\$57.00 Subtotal for Vendor

WLC ENGINEERING - SURVEYING - PLANNING

2017-10850 WEST CASPER ZONE II WATER SYST

\$1,419.43

2017-10850 WEST CASPER ZONE II WATER SYST

\$2,881.87

\$4,301.30 Subtotal for Dept. Water

\$4,301.30 Subtotal for Vendor

WY. DEPT. OF WORKFORCE SVCS.

RIN0028161 3RD QTR UNEMPLOYMENT

\$2,713.32

RIN0028161 3RD QTR UNEMPLOYMENT

\$4,436.09

\$7,149.41 Subtotal for Dept. Casper Events Center

RIN0028161 3RD QTR UNEMPLOYMENT

\$1,425.00

\$1,425.00 Subtotal for Dept. Fleet Maintenance

RIN0028161 3RD QTR UNEMPLOYMENT

\$170.26

\$170.26 Subtotal for Dept. Hogadon

\$8,744.67 Subtotal for Vendor

WY. MACHINERY CO.

S1727901 FRONT END LOADER LESS TRADE-IN

\$121,748.00

\$121,748.00 Subtotal for Dept. Streets

\$121,748.00 Subtotal for Vendor

Grand Total \$3,568,149.81

Approved By:

On:

CITY of CASPER, WYOMING
 BILLS and CLAIMS ADDENDUM
 Council Meeting
 11/07/17

Payroll Disbursements

10/19/17	CITY PAYROLL	\$ 1,065,380.12
10/19/17	BENEFITS & DEDUCTIONS	\$ 163,372.82
10/24/17	FIRE PAYROLL	\$ 151,412.40
10/24/17	BENEFITS & DEDUCTIONS	\$ 32,711.17
11/2/17	CITY PAYROLL	\$ 1,026,202.79
11/2/17	BENEFITS & DEDUCTIONS	\$ 119,802.23

	Total Payroll	<u><u>\$ 2,558,881.53</u></u>
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Additional Fees

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

10/12/17	Prewrits - utility refunds, sales tax, travel	\$ 4,677.50
10/17/17	Additional P-card payment	\$ 48,114.55
10/18/17	Prewrits - utility refunds, travel	\$ 10,329.55

	Total Additional AP	<u><u>\$ 63,121.60</u></u>
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October 16, 2017

MEMO TO: J. Carter Napier, City Manager *JCN*
FROM: Liz Becher, Community Development Director *LB*
SUBJECT: Vacation of South Spruce Street near Dean Morgan Junior High

Meeting Type & Date: Regular Council Meeting, November 7, 2017.

Action Type: Establish Public Hearing for November 21, 2017.

Recommendation:

That Council, by minute action, establish November 21, 2017, as the date of public hearing for an ordinance to vacate a portion of South Spruce Street, between 14th and 15th Street, located in the Carey Subdivision of the City of Casper, Wyoming.

Summary:

The Natrona County School District (NCSD) has proposed and requested that the City of Casper vacate Spruce Street between West 14th Street and West 15th Street. This street currently divides two grassed athletic fields on the Dean Morgan Junior High campus. NCSD would like to vacate Spruce Street in anticipation of future site improvements for the campus that may include connecting the two grassed fields and constructing a new additional off-street parking lot for the school. Furthermore, NCSD would like to connect the two properties to ensure student safety and staff safety for those crossing campus and the two properties.

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 and access easement within the existing right of way to provide for private and public utility infrastructure.

A notice of public hearing will be published in the Casper Star-Tribune advertising the City Council public hearing on November 21, 2017. All public hearings are also advertised on the City’s website (casperwy.gov).

Financial Considerations:

Based on the value of adjacent NCSD owned property, and the square footage of land to be vacated, the subject parcel has an estimated value of approximately \$27,403. 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:

Aaron Kloke, Planner I, is tasked with processing the vacation request.

October 30, 2017

MEMO TO: J. Carter Napier, City Manager *JCN*
FROM: Tom Pitlick, Financial Services Director *TP*
SUBJECT: Establish November 21, 2017, as the Public Hearing Date for
Consideration of an Amendment to the Fiscal Year 2017/2018 Annual
Appropriation.

Meeting Type & Date
Regular Council Meeting
November 7, 2017

Action Type
Establish Public Hearing
Minute Action

Recommendation
That Council, by minute action, establish November 21, 2017, as the Public Hearing date for consideration of amendments to the currently approved fiscal year 2017/2018 annual budget.


Summary
During the October 24, 2017, City Council work session, City Staff proposed a number of budgetary changes to the fiscal year 2017/2018 annual budget in an effort to better align anticipated expenses with anticipated revenues. To formally adopt these changes, Council will be presented with a budget amendment on November 21, 2017, for their consideration. The establishment of a Public Hearing is an integral part of this process as it adds transparency and invites public comment.



Financial Considerations
No Financial Considerations

Oversight/Project Responsibility
Tom Pitlick, Financial Services Director

Attachments
None

October 11, 2017

MEMO TO: J. Carter Napier, City Manager 

FROM: Tom Pitlick, Financial Services Director 
Pete Meyers, Assistant Financial Services Director 
Carla Mills-Laatsch, Licensing Specialist

SUBJECT: Establish the Public Hearing Date for a New Bar and Grill Liquor License No. 9 for Moreno and Moreno, LLC. d/b/a Guadalajara Family Mexican Restaurant located at 3350 CY Ave.

Meeting Type & Date
Regular Council Meeting
November 7, 2017

Action type
Establish Public Hearing
Minute Action

Recommendation
That Council, by minute action, establish November 21, 2017 as the Public Hearing date for a new Bar and Grill License No. 9 for Moreno and Moreno, LLC. d/b/a Guadalajara Family Mexican Restaurant.

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. Guadalajara has been a successful Mexican restaurant for the last 20 years and has operated with a restaurant liquor license. If this bar and grill liquor license is approved they will immediately relinquish their restaurant liquor license.

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, Financial Services

Attachments
None

October 11, 2017

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

FROM: Tom Pitlick, Financial Services Director *TP*
Pete Meyers, Assistant Financial Services Director *PM*
Carla Mills-Laatsch, Licensing Specialist *CLM*

SUBJECT: Establish the Public Hearing Date for a New Resort Liquor License No. 6 for City of Casper d/b/a Hogadon Basin Ski Area, located at 2500 West Hogadon Road.

Meeting Type & Date
Regular Council Meeting
November 7, 2017

Action type
Establish Public Hearing
Minute Action

Recommendation
That Council, by minute action, establish November 21, 2017 as the Public Hearing date for a new Resort Liquor License No. 6 for City of Casper d/b/a Hogadon Basin Ski Area, located at 2500 West Hogadon Road.

Summary
Hogadon Lodge opened on August 18, 2017. The lodge has a commercial kitchen and a restaurant-style seating area, and it is now being booked for wedding receptions. The City is looking to contract with a firm to oversee the lodge's food and beverage operation.

Prior to this year, Casper Municipal Code 5.08.240 did not allow a ski resort to qualify for a resort liquor license. The municipal code is now being changed to match Wyoming State Statute, and State Statute does allow ski areas to qualify for a resort liquor license.

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
The resort liquor license will generate revenue for the Hogadon Ski Area. This should help to reduce the operational subsidy from the City's General Fund.

Oversight/Project Responsibility
Carla Mills-Laatsch, Licensing Specialist, Financial Services

Attachments
None

October 30, 2017

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

FROM: Liz Becher, Community Development Director *LB*

SUBJECT: Appeal of 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).

Meeting Type & Date:

Regular Council Meeting, November 7, 2017.

Action Type:

Ordinance and Public Hearing.

Recommendation:

That Council consider the appeal of the Planning and Zoning Commission's decision to deny the 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).

Summary:

Cottonwood, LLC has applied for 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). Land uses, as well as zoning in the immediate area, are a mix of residential and commercial. The subject property is occupied by a multi-family residential structure, which is a permitted use under both the existing R-3 (One to Four Unit Residential) and proposed C-2 (General Business) zoning districts. The zone change was initiated because the applicant constructed a six (6) foot high fence along the south property line, which was determined to be out of compliance with front yard fence height restrictions in residential districts. If approved, a zone change to C-2 (General Business) would make the fence legal and conforming.

The Planning and Zoning Commission reviewed the proposed zone change at their August 17, 2017 public hearing. Pursuant to the Planning and Zoning Commission's bylaws, it requires four (4) affirmative votes to pass any motion. The motion to approve the zone change failed by a majority vote (5-2) after finding that the requested zone change, if approved, would meet the definition of spot zoning. As defined by the Casper Municipal Code, spot zoning is:

The singling out of a particular property or small groups of properties for different treatment from that accorded to similar surrounding land; which is contrary to the general pattern of zoning in the surrounding geographic area and is not in accordance with the comprehensive plan; and, which is designed solely for the economic benefit of the owner of the property receiving special treatment.

Furthermore, the Commission was concerned that zone changes have long-term land use implications, and should not be used as a tool to solve a fencing problem which the applicant created by not applying for the necessary permits, and constructing a fence in violation of the City's fencing regulations that other residential properties must adhere to. Finally, the Commission stated that the requested zone change was not in conformance with the intent of the C-2 (General Business) zoning district.

Section 17.12.170(E) of the Casper Municipal Code specifies that 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 (10) calendar days from the date of the written decision. Staff received a request for an appeal from the applicant on August 18, 2017. The City Council scheduled a public hearing to consider the appeal on October 13, 2017; however, the applicant requested a continuance of the public hearing to the November 7, 2017, City Council meeting.

As required by City Code and State Statute, a legal notice was published in the Casper Star-Tribune for the Planning and Zoning Commission public hearing, public notices were sent to all property owners within three hundred (300) feet of the subject property by First Class Mail, and the property was posted with an informational sign.

A notice of public hearing was published in the Casper Star-Tribune advertising the City Council public hearing on September 15, 2017. All public hearings are also advertised on the City's website (casperwy.gov).

Financial Considerations:

N/A

Oversight/Project Responsibility:

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

Attachments: Memo to the Chairman and Members of the Planning & Zoning Commission

- Aerial map
- Existing Zoning Map
- Future Land Use Context Map
- Photos
- Zone Change Application
- Notice of Decision
- Ordinance
- Resolution
- Letter Requesting Appeal

August 11, 2017

MEMO TO: Bob King, Chairman
Members of the Planning and Zoning Commission

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

SUBJECT: **PLN-17-030-Z** – Petition for 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). Applicant: Cottonwood, LLC.

Recommendation:

If, after the required public hearing, the Planning and Zoning Commission finds that the requested zone change meets the minimum requirements of the Casper Municipal Code, and is in conformance with the Comprehensive Land Use Plan, staff recommends that the Planning and Zoning Commission approve the zone change, and forward a “do pass” recommendation to the City Council.

Code Compliance:

Staff has complied with all requirements of Section 17.12.170 of the Casper Municipal Code pertaining to zone changes including notification of property owners within 300 feet by first class mail, posting of the property, and publishing legal notice in the Casper Star-Tribune. Staff has not received any public comments regarding this case.

Summary:

Cottonwood, LLC has applied for 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). Land uses, as well as zoning in the immediate area, are a mix of residential and commercial. The subject property is occupied by a multi-family residential structure, which is a permitted use under both the existing R-3 (One to Four Unit Residential) and proposed C-2 (General Business) zoning districts. The zone change was initiated because the applicant constructed a six (6) foot high fence along the south property line, which was determined to be out of compliance with front yard fence height restrictions in residential districts. If approved, a zone change to C-2 (General Business) would make the fence legal and conforming.

Section 17.12.170 of the Casper Municipal Code specifically requires that staff review zoning applications in the context of the approved Comprehensive Land Use Plan, and provide a recommendation to the Planning and Zoning Commission. The Comprehensive Land Use Plan is the City's land use and development policy document that describes the values and ideals expressed by the community for its future. The City Council approved the 2017 update of the Comprehensive Plan at its July 5th public meeting.

Chapter Three (3) of the newly adopted Comprehensive Land Use Plan provides principles and goals which represent the overall visions of the plan. Applicable principles and goals in this case are as follows:

Principle ECH-1 – **Balanced Uses:** Encourage a balance of land uses and provide adequate space and distribution for all uses across the community through identified and planned locations. (Pg. 3-5)

Goal UQL1-4 – **Housing Options** - Working with the neighborhood and HUD, encourage a range of housing options in North Casper and other parts of the community. (Pg.3-23)

As was the case with the 2000 Comprehensive Land Use Plan, the recently adopted plan provides a Future Land Use Plan (FLU), which is found in Chapter Four (4), Page 4-26. The FLU is an illustrative map that identifies the physical distribution of land uses, and forms the basis for zoning and land use regulations. The property in question is in an area designated by the FLU as "Neighborhood Center." A Neighborhood Center allows a variety of housing types and provides services to the immediate neighborhood. Neighborhood Centers typically consist of offices, small grocery, and/or restaurants. Although primarily residential in character, other uses are focused at intersections and major corridors, to buffer single-family residential neighborhoods. The proposed zoning district is in keeping with the FLU element of the recently adopted Comprehensive Land Use Plan.

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

- A. Animal clinics and animal treatment centers;
- B. Apartments located within a business structure;
- C. Arcades/amusement centers;
- D. Assisted living;
- E. Automobile park, sales area or service center;
- F. Automobile service stations;
- G. Banks, savings and loans, and finance companies;
- H. Bars, taverns, retail liquor stores, and cocktail lounges;
- I. Bed and breakfast;
- J. Bed and breakfast homestay;

- K. Bed and breakfast inn;
- L. Business, general retail;
- M. Chapels and mortuaries;
- N. Churches;
- O. Clubs or lodges;
- P. Convenience establishment, medium volume;
- Q. Dance studios;
- R. Day care, adult;
- S. Child care center;
- T. Family child care center - zoning review;
- U. Family child care home;
- V. Family child care home - zoning review;
- W. Electrical, television, radio repair shops;
- X. Grocery stores;
- Y. Group homes;
- Z. Homes for the homeless (emergency shelters);
- AA. Hotels, motels;
- BB. Neighborhood groceries;
- CC. Offices, general and professional;
- DD. Pet shops;
- EE. Medical laboratories, clinics, health spas, rehabilitation centers, real estate brokers, insurance agents;
- FF. Parking garages and/or lots;
- GG. Parks, playgrounds, historical sites, golf courses, and other similar recreational facilities;
- HH. Pawn shops;
- II. Personal service shops;
- JJ. Pharmacies;
- KK. Printing and newspaper houses;
- LL. Reception centers;
- MM. Recreation centers;
- NN. Restaurants, cafes, and coffee shops;
- OO. Retail business;
- PP. Sundry shops and specialty shops;
- QQ. Theaters, auditoriums, and other places of indoor assembly;
- RR. Thrift shops;
- SS. Vocational centers, medical and professional institutions;
- TT. Neighborhood assembly uses;
- UU. Regional assembly uses;
- VV. Branch community facilities;
- WW. Neighborhood grocery;
- XX. Conventional site-built and modular single and multifamily dwellings and "manufactured homes" meeting the definition and standards set forth in Section 17.08.010.

802-808 N Washington



N JACKSON ST

N WASHINGTON ST

N ELMA ST

EF ST

60

US INTERSTATE I-25

Legend
■ Subject Property



802-808 N Washington



Surrounding Land Uses:
 Single-Family Residential
 Multi-Family Residential
 Hospitality Commercial
 Retail Commercial
 Outside Storage

Legend

- Subject Property
- 300' Notification Zone
- Buildings
- General Business(C2)
- Park Historic(PH)
- One to Four Unit Residential(R3)



US INTERSTATE I-25

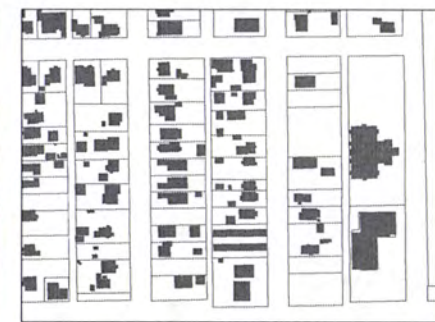
US INTERSTATE I-25

EEST

802 - 808 N. Washington - Future Land Use Map and Neighborhood Category



Neighborhood Centers



GENERAL CHARACTERISTICS

Strategically located areas throughout Neighborhoods 2 and 3 that include a variety of housing types and provide services to their immediate neighborhood area. Neighborhood Centers typically consist of offices, small grocery, and/or restaurants. Size, scale, and intensity of use fit into the context of the neighborhood, and Centers are highly connected and pedestrian- and bicycle-friendly. Although primarily residential in character, other uses are focused at intersections and major corridors, to buffer single-family residential neighborhoods. Schools and other public facilities such as recreation centers are also located in Neighborhood Centers. Public facilities should connect to surrounding uses and major facilities should be buffered to residential uses by lower impact development.

PRIMARY USES

Areas designated for low-scale commercial uses supporting general neighborhood needs with supporting multifamily residential.

RES. DEN- SITY

5 - 15 DUs/
Acre

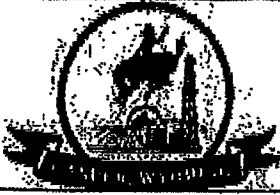
NON-RES. FAR

.25 - 1.0

BUILDING HEIGHT

1 - 3 Stories





City of Casper Planning Division

Zone Change Application

OWNER/PETITIONER'S INFORMATION:

NAME: Becky Bulfer dba Cottonwood, LLC
ADDRESS: 501 S. Kimball Casper, WY82601
TELEPHONE: 307-577-1955/307-262-0023 EMAIL: bulferz@bresnan.net

PETITION THE CITY TO REZONE THE FOLLOWING DESCRIBED REAL PROPERTY:

LEGAL DESCRIPTION: Thomas D. Ross #1 Lots 1-4
STREET ADDRESS: 802-804 N. Washington Casper, WY82601
FROM EXISTING ZONING DISTRICT: R-3
TO PROPOSED ZONING DISTRICT: C-2

UPON THE REZONING OF THE ABOVE DESCRIBED REAL PROPERTY, ~~I/WE~~ PROPOSE TO USE THE PROPERTY FOR THE FOLLOWING PURPOSES (BRIEF STATEMENT OF FACTS AND JUSTIFICATION FOR REZONING):

Residential Rental Units. The change of zoning is necessary to allow the enjoyment of a reasonable financial return on property and protect the market value. The change will not infringe on or deprive any neighboring property rights, use or enjoyment.
In fact, it allows for the REQUIRED buffering in Appendix C to protect the property from noise and provide visual privacy. The zone change will allow the buffering needed to provide a smooth transition between adjoining property and mitigate potential conflicts. It will conserve and protect the privacy and value of both properties. It does not interfere with any public utilities, restrict pedestrian or vehicular access or create any kind of hazard. It will not change the spirit of the law or impair the safety and the intended land use of the neighborhood.

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

SIGNATURE OF PROPERTY OWNER: *Becky Bulfer*
SIGNATURE OF PROPERTY OWNER: _____

DATE: July 14, 2017

SUBMIT TO:
Community Development Department
Planning Division
200 N Dayld, RM 203
Casper, WY 82601
Phone: 307-235-8241
Fax: 307-235-8362
www.casperwy.gov
E-mail: dhardy@cityofcasperwy.com

COMPLETE SUBMITTAL NEEDS TO INCLUDE:

- COMPLETED APPLICATION INCLUDING ORIGINAL SIGNATURES
- PROOF OF OWNERSHIP
- \$300 APPLICATION FEE (NON-REFUNDABLE)

FOR OFFICE USE ONLY:

DATE SUBMITTED:

REC'D BY: _____

CITY OF CASPER, WYOMING
PLANNING AND ZONING COMMISSION
PUBLIC HEARING

AUGUST 18, 2017

NOTICE OF DECISION

Case PLN-17-030-Z

The Planning and Zoning Commission of the City of Casper held a public hearing at 6:00 p.m., August 18, 2017, in the City Council Chambers, City Hall, 200 North David, Casper, Wyoming, to consider the following:

PLN-17-030-Z – Petition for 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). Applicant: Cottonwood, LLC.

Having considered the evidence and testimony presented at the public hearing, the Planning and Zoning Commission has voted to **DENY** the requested Zone Change.

SUMMARY:

1. Cottonwood, LLC petitioned the Planning and Zoning Commission for 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).
2. The petition for the requested Zone Change was dated July 14, 2017, at least thirty (30) days prior to the Planning and Zoning Commission public hearing, as required by the Casper Municipal Code.
3. Property owners within a three hundred (300) foot radius of the perimeter of the property were notified by first class mail, of the date, time, and place of the public hearing, at least fifteen days prior to the hearing date, as required in Section 17.12.170(B) of the Casper Municipal Code.
4. The property was posted, and a public notice was published in the Casper Star Tribune, as required in Section 17.12.170(C) of the Casper Municipal Code.

CONCLUSIONS OF LAW:

Based on the evidence and testimony presented at the public hearing, and in full consideration of all laws and adopted plans of the City of Casper, the Commission has jurisdiction over the proposed Zone Change pursuant to Section 17.12.170 of the Casper Municipal Code Zoning Ordinance of the City of Casper. NOW, THEREFORE, the

Planning and Zoning Commission hereby **DENIES** the requested zone change, by majority vote (5-2), after finding that the requested zone change, if approved, would meet the definition of a "spot zoning," as defined in the Casper Municipal Code, that the requested zone change is not the appropriate solution to the fencing and permitting issue existing on subject property, and that the zone change is not in conformance with the intent of the C-2 (General Business) zoning district.

DATED this 18th day of August, 2017.

APPROVED AS TO FORM:

Walter Stewart III

CITY OF CASPER
PLANNING AND ZONING COMMISSION

By:

Bob King
Bob King, Chairman

By:

Liz Becher
Liz Becher, Secretary

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me on this 2nd day of OCTOBER, 2017, by Bob King as Chairman of the Planning and Zoning Commission of the City of Casper.

(Seal)



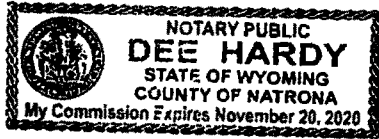
Dee Hardy
(Signature of notarial officer)

Notary
Title (and Rank)

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me on this 2nd day of October, 2017, by Liz Becher as Secretary of the Planning and Zoning Commission of the City of Casper.

(Seal)



Dee Hardy
(Signature of notarial officer)

Notary
Title (and Rank)

From: Craig Collins
Sent: Friday, August 18, 2017 8:48 AM
To: Aaron Kloke; Dee Ann Hardy
Subject: FW: appeal

From: Becky [mailto:bulferz@bresnan.net]
Sent: Friday, August 18, 2017 8:40 AM
To: Craig Collins <ccollins@casperwy.gov>
Subject: appeal

Craig,

I would like to appeal my zoning change to the city council.

Thank you.

Becky Bulfer

307-262-0023

All City of Casper e-mails and attachments are public records under the Wyoming Public Records Act, W.S. § 16-4-201 *et seq.*, and are subject to public disclosure pursuant to this Act.

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 ____ day of _____, 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:



ATTEST:

Fleur D. Tremel
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Kenyne Humphrey
Mayor

RESOLUTION NO.17-181

A RESOLUTION UPHOLDING THE PLANNING & ZONING COMMISSION'S DECISION TO DENY A ZONE CHANGE OF LOTS 1-4, THOMAS D. ROSS #1 ADDITION, CITY OF CASPER FROM R-3 (ONE TO FOUR UNIT RESIDENTIAL) TO C-2 (GENERAL COMMERCIAL)

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 sustained, and the above-described zone change should be denied.

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 denying the zone change as described above.

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

APPROVED AS TO FORM:

Walter Trout

ATTEST:

Fleur D. Tremel
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Kenyne Humphrey
Mayor

October 20, 2017

MEMO TO: J. Carter Napier, City Manager *JCN*
FROM: Liz Becher, Community Development Director *LB*
SUBJECT: Public Hearing for Consideration of a Zone Change of the CPH Addition from R-2 (One Unit Residential) to R-3 (One to Four Unit Residential).

Meeting Type & Date:

Regular Council Meeting, November 7, 2017.

Action Type:

Public hearing and first reading of an ordinance.

Recommendation:

That Council, by ordinance, approve a zone change of the CPH Addition from R-2 (One Unit Residential) to R-3 (One to Four Unit Residential), per the recommendation from the Casper Planning and Zoning Commission.

Summary:

The applicants in this case have applied for a zone change of Lots 1-8, CPH Addition, from R-2 (One Unit Residential) to R-3 (One to Four Unit Residential). The CPH Addition is located directly west of the Sunrise Shopping Center, in a small cul-de-sac off of Coffman Avenue. The purpose of the proposed zone change is to facilitate the development of multi-family residential on the properties.

Zoning in the surrounding neighborhood is a mix of residential and commercial, including R-1 (Residential Estate), R-3 (One to Four Unit Residential), R-4 (High-Density Residential), C-1 (Neighborhood Convenience) and C-2 (General Business). Surrounding land uses include retail commercial, and low and high density residential.

Section 17.12.170 of the Casper Municipal Code specifically requires that staff review zoning applications in the context of the approved Comprehensive Land Use Plan, and provide a recommendation to the Planning and Zoning Commission and City Council. The Comprehensive Land Use Plan is the City's land use and development policy document that describes the values and ideals expressed by the community for its future. Chapter Three (3) of the newly adopted Comprehensive Land Use Plan provides principles and goals which represent the overall visions of the plan. Applicable principles and goals in this case are as follows:

Principle ECH-1 – **Balanced Uses:** Encourage a balance of land uses and provide adequate space and distribution for all uses across the community through identified and planned locations. (Pg. 3-5)

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

Goal UQL2-4 – **Community Housing:** Implement land use changes that encourage diverse housing options and affordability by integrating the latest tools, incentives, and code options. (Pg. 3-23)

As was the case with the 2000 Comprehensive Land Use Plan, the recently adopted plan provides a Future Land Use Plan (FLU), which is found in Chapter Four (4), Page 4-26. The FLU is an illustrative map that identifies the physical distribution of land uses, and forms the basis for zoning and land use regulations. The property in question is in an area designated by the FLU as “Neighborhood Center” and “Parks & Open Space”.

Neighborhood Centers are areas designated for low-scale commercial uses supporting general neighborhood needs with supporting multifamily residential. Furthermore, Neighborhood Centers typically consist of offices, small grocery, and/ or restaurants. Size, scale, and intensity of uses fit into the context of the neighborhood, and Centers are highly connected and pedestrian- and bicycle-friendly. Although primarily residential in character, other uses are focused at intersections and major corridors, to buffer single-family residential neighborhoods.

Parks & Open Space areas include land remaining undeveloped as natural open space, lands along drainage ways identified as floodplain and lands identified and developed as greenways, trails, parks, and golf courses. The existing CPH Addition includes a public access easement to provide pedestrian access to the Garden Creek drainage way to the west of the subject property. A zone change to R-3 (One to Four Unit Residential), is in keeping with the FLU element of the recently adopted Comprehensive Land Use Plan.

The proposed R-3 (One to Four Unit Residential) zoning district allows for the development of any and all of the following permitted uses:

- A. Conventional site-build single-family dwellings and manufactured homes with siding material consisting of wood or wood products, stucco, brick, rock, or horizontal lap wood, steel or vinyl siding;
- B. Conventional site-built and modular two-family dwellings;
- C. Conventional site-built and modular multifamily dwellings consisting of not over four individual dwelling units;**
- D. Conventional site-built and modular condominiums for residential use consisting of not over four individual dwelling units;
- E. Conventional site-built and modular townhomes for residential use consisting of not over four individual dwelling units;
- F. Day-care, adult;

- G. Family child care home;
- H. Reserved;
- I. Parks, playgrounds, historical sites, golf courses, and other similar recreational facilities used during daylight hours;
- J. Schools, public, parochial, and private elementary, junior and senior high;
- K. Neighborhood assembly uses;
- L. Branch community facilities;
- M. Neighborhood grocery;
- N. Group home;
- O. Church.

Property owners within three hundred (300) feet were notified about the September 28, 2017 Planning and Zoning Commission public hearing, legal notice was published in the Casper Star-Tribune, and a public notice sign was erected on the subject property. Furthermore, prior to the City Council's November 7, 2017 public hearing, property owners within three hundred (300) feet were again notified, and legal notice was again published in the Casper Star Tribune. In addition, both the Planning and Zoning Commission public hearing and the City Council public hearing were advertised on the City's website (casperwy.gov).

Prior to the Planning and Zoning Commission public hearing, staff received one (1) letter of opposition to the zone change from Brenda Harvard, 4322 Coffman Court. Ms. Harvard's concerns were concerning the potential affect to property values, the change in character of the neighborhood, the increase in population density which would create more traffic and threaten safety in the neighborhood. Ms. Harvard also expressed concern about the potential diminished access to Garden Creek.

Financial Considerations:

There are no financial considerations regarding this case.

Oversight/Project Responsibility:

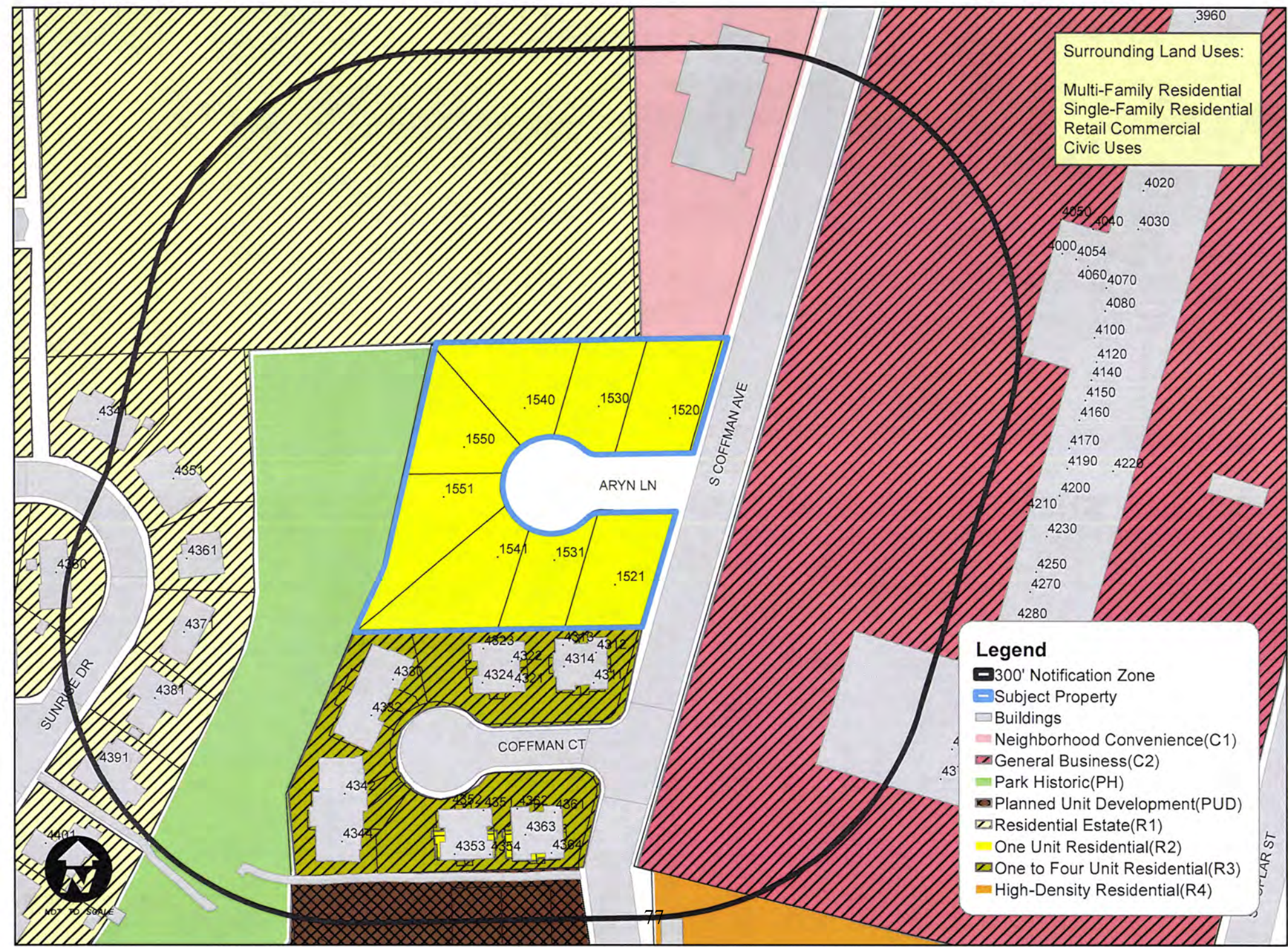
Craig Collins, AICP, City Planner, is tasked with processing zone changes.

Attachments:

- Ordinance;
- Zoning Map;
- Aerial Map;
- Property Photos;
- Comprehensive Land Use Plan Information;
- Planning and Zoning Commission Memo;
- Zone Change Application;
- Copy of Public Notices Sent to Property Owners within 300';
- Legal Notice for Planning Commission public hearing;

Public Comment from Brenda L. Harvard;
Photo of the Public Notice sign erected on the property.

CPH Addition



Surrounding Land Uses:
 Multi-Family Residential
 Single-Family Residential
 Retail Commercial
 Civic Uses

Legend

- 300' Notification Zone
- Subject Property
- Buildings
- Neighborhood Convenience(C1)
- General Business(C2)
- Park Historic(PH)
- Planned Unit Development(PUD)
- Residential Estate(R1)
- One Unit Residential(R2)
- One to Four Unit Residential(R3)
- High-Density Residential(R4)



CPH Addition



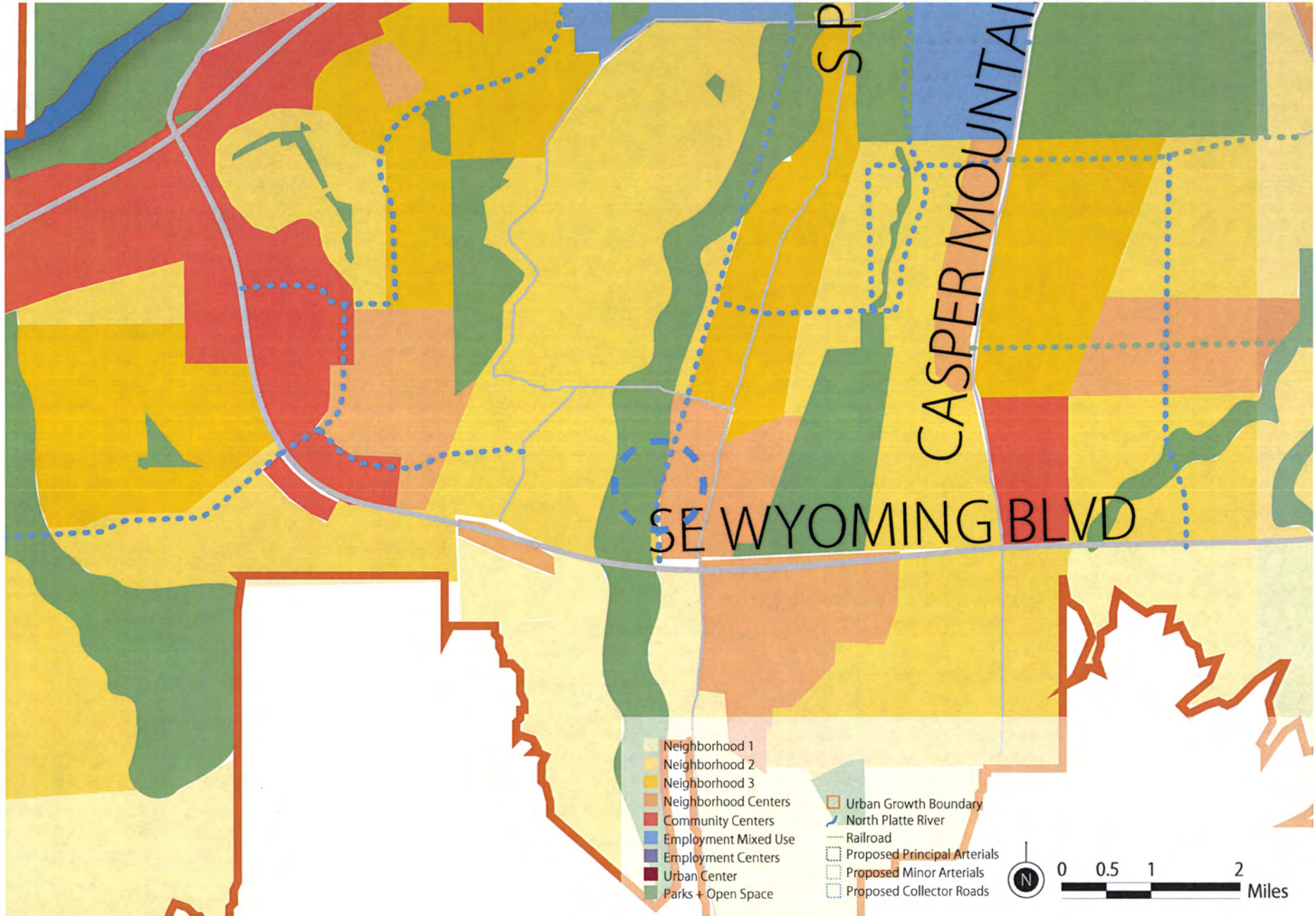
Legend
■ Subject Property

CPH Addition

Facing west along Aryn Lane

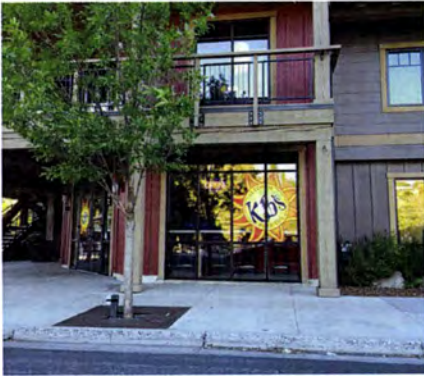


CPH Addition - Future Land Use Map and Neighborhood Category



CPH Addition - Future Land Use Map and Neighborhood Category

Neighborhood Centers



GENERAL CHARACTERISTICS	PRIMARY USES	RES. DEN- SITY	NON-RES. FAR	BUILDING HEIGHT
<p>Strategically located areas throughout Neighborhoods 2 and 3 that include a variety of housing types and provide services to their immediate neighborhood area. Neighborhood Centers typically consist of offices, small grocery, and/or restaurants. Size, scale, and intensity of use fit into the context of the neighborhood, and Centers are highly connected and pedestrian- and bicycle-friendly. Although primarily residential in character, other uses are focused at intersections and major corridors, to buffer single-family residential neighborhoods. Schools and other public facilities such as recreation centers are also located in Neighborhood Centers. Public facilities should connect to surrounding uses and major facilities should be buffered to residential uses by lower impact development.</p>	<p>Attached, single- and multifamily dwellings, including duplexes, townhomes, and other similar types of dwellings, at higher densities. Small format office and community uses.</p>	<p>8 - 30 DU/Acre</p>	<p>2.0</p>	<p>2 - 8 Stories</p>

CPH Addition - Future Land Use Map and Neighborhood Category

Parks, Open Space, and Greenways



GENERAL CHARACTERISTICS

Parks and open space provide visual and physical buffers from development, offer place for recreational enjoyment, and provide habitat for wildlife. Neighborhood parks should be evenly distributed throughout the community, and provide unique designs and amenities that add interest and contribute to neighborhood identity. Greenways will be interconnected to parks and the on-street bike system. The North Platte River will serve as the primary greenway system, with ancillary trails along creeks and drainages.

PRIMARY USES

Land remaining undeveloped as natural open space, lands along drainageways identified as floodplain and lands identified and developed as greenways, trails, parks, and golf courses.

RES. DEN- SITY

NA

NON-RES. FAR

<.5 FAR

BUILDING HEIGHT

1 – 2 Stories

September 22, 2017

MEMO TO: Bob King, Chairman
Members of the Planning and Zoning Commission

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

SUBJECT: **PLN-17-031-Z** – Petition for a 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). Applicants: Craig P. Hedquist and Dennis Langdon.

Recommendation:

If, after the required public hearing, the Planning and Zoning Commission finds that the requested zone change meets the minimum requirements of the Casper Municipal Code, and is in conformance with the Comprehensive Land Use Plan, staff recommends that the Planning and Zoning Commission approve the zone change, and forward a “do pass” recommendation to the City Council.

Code Compliance:

Staff has complied with all requirements of Section 17.12.170 of the Casper Municipal Code pertaining to zone changes including notification of property owners within 300 feet by first class mail, posting of the property, and publishing legal notice in the Casper Star-Tribune. Staff has received one (1) public comment in opposition to this case.

Summary:

The applicants for this case have applied for a zone change on Lots 1-8, CPH Addition, located on Aryn Lane, from R-2 (One Unit Residential) to R-3 (One to Four Unit Residential).

Zoning in the neighborhood is a wide range of residential and commercial, including R-1 (Residential Estate), R-3 (One to Four Unit Residential), R-4 (High-Density Residential), C-1 (Neighborhood Convenience) and C-2 (General Business). Surrounding land uses include retail commercial, and low and high density residential. The intent of the applicants is to develop multifamily residential on the property.

Section 17.12.170 of the Casper Municipal Code specifically requires that staff review zoning applications in the context of the approved Comprehensive Land Use Plan, and provide a recommendation to the Planning and Zoning Commission and City Council. The Comprehensive Land Use Plan is the City's land use and development policy document that describes the values and ideals expressed by the community for its future. The City Council approved the 2017 update of the Comprehensive Plan at its July 5th public meeting.

Chapter Three (3) of the newly adopted Comprehensive Land Use Plan provides principles and goals which represent the overall visions of the plan. Applicable principles and goals in this case are as follows:

Principle ECH-1 – **Balanced Uses:** Encourage a balance of land uses and provide adequate space and distribution for all uses across the community through identified and planned locations. (Pg. 3-5)

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

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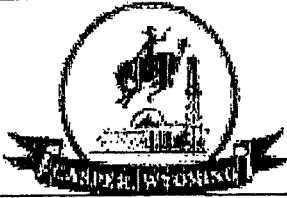
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Therefore, a zone change to R-3 (One to Four Unit Residential), is in keeping with the FLU element of the recently adopted Comprehensive Land Use Plan.

The proposed R-3 (One to Four Unit Residential) zoning district allows for the development of any and all of the following permitted uses:

- A. Conventional site-built single-family dwellings and manufactured homes with siding material consisting of wood or wood products, stucco, brick, rock, or horizontal lap wood, steel or vinyl siding;
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- C. Conventional site-built and modular multifamily dwellings consisting of not over four individual dwelling units;
- D. Conventional site-built and modular condominiums for residential use consisting of not over four individual dwelling units;
- E. Conventional site-built and modular townhomes for residential use consisting of not over four individual dwelling units;
- F. Day-care, adult;
- G. Family child care home;
- H. Reserved;
- I. Parks, playgrounds, historical sites, golf courses, and other similar recreational facilities used during daylight hours;
- J. Schools, public, parochial, and private elementary, junior and senior high;
- K. Neighborhood assembly uses;
- L. Branch community facilities;
- M. Neighborhood grocery;
- N. Group home;
- O. Church.



City of Casper Planning Division

Zone Change Application

Craig Hedquist OWNER/PETITIONER'S INFORMATION:
 NAME: Langdon Investments (Dennis Langdon)
 ADDRESS: 4250 Kende Ct. / Box 1870, Mills, Wyo. 82094
 TELEPHONE: 307-265-1533 EMAIL: dennislangdon@bresnan.net

PETITION THE CITY TO REZONE THE FOLLOWING DESCRIBED REAL PROPERTY:
 LEGAL DESCRIPTION: add. 1st - Report of a portion of BK 14, Sunrise Add
 STREET ADDRESS: Alyn Lane
 FROM EXISTING ZONING DISTRICT: R-2
 TO PROPOSED ZONING DISTRICT: R-3

UPON THE REZONING OF THE ABOVE DESCRIBED REAL PROPERTY, I (WE) PROPOSE TO USE THE PROPERTY FOR THE FOLLOWING PURPOSES (BRIEF STATEMENT OF FACTS AND JUSTIFICATION FOR REZONING):
Multi-Family

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

SIGNATURE OF PROPERTY OWNER: [Signature]
 SIGNATURE OF PROPERTY OWNER: [Signature]
 DATE: 6/28/17

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

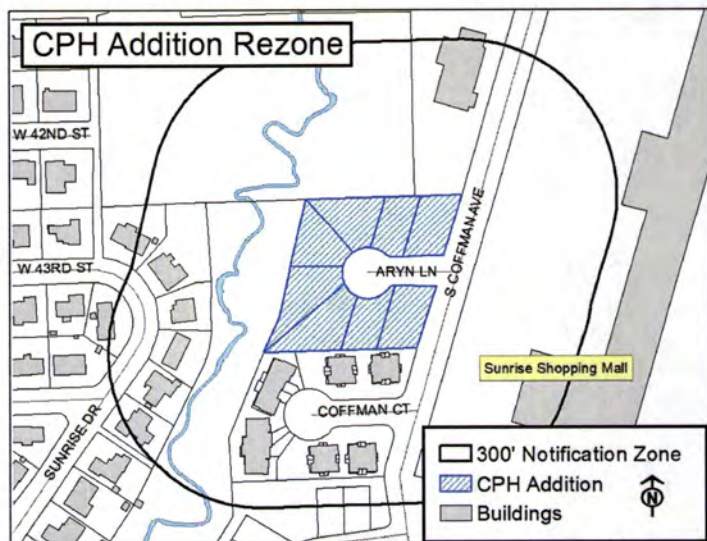
- COMPLETE SUBMITTAL NEEDS TO INCLUDE:
- COMPLETED APPLICATION INCLUDING ORIGINAL SIGNATURES
 - PROOF OF OWNERSHIP
 - \$300 APPLICATION FEE (NON-REFUNDABLE)

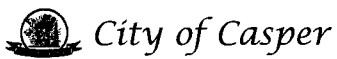
FOR OFFICE USE ONLY:
 DATE SUBMITTED:
8/17/17
 REC'D BY: HK

CITY OF CASPER PUBLIC HEARING INFORMATION:

You, as a property owner/resident within a 300-foot radius of the perimeter of the subject property, are hereby notified of this public hearing. You may submit written comments to the Community Development Department, 200 N David, Rm 205, Casper, WY, 82601 or via email at dhardy@casperwy.gov prior to the Planning and Zoning Commission meeting. All comments should be received by **September 22 2017** to be included in the Planning and Zoning Commission's packet of information that they receive prior to the public hearing. You may also attend the public hearing (listed on front of card) and present written and/or oral comments at that time. Depending on the number of people wishing to speak, the Chairman may limit the time you have in which to make your presentation.

PLN-17-031-Z – Petition for a 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).
Applicants: Craig P. Hedquist and Dennis Langdon





COMMUNITY DEVELOPMENT DEPARTMENT
200 NORTH DAVID STREET, ROOM 205
CASPER, WYOMING 82601

Meeting: Planning Commission
Date: September 28, 2017
Time: 6:00 P.M.
Location: City Council Chambers
200 North David
Casper, WY 82601

If you have questions regarding
this public notice or would like
more information, please contact
Planning at:
307-235-8241
www.casperwy.gov/planning

GEOCODE	OWN1	OWN2	ADDR1	ADDR3
33792040900600				
33792032001200	BOSTER, JOSEPH L II		4351 SUNRISE DR	CASPER WY 82604
33792033002000	BURKE, ROBERT C		4353 COFFMAN CT	CASPER WY 82604
33792033001600	CALDER, DEAN		4352 COFFMAN CT	CASPER WY 82604
33792033001900	CARTIER, CYNTHIA		1087 GRANADA AVE	CASPER WY 82601
33792040900500	CASPER SUNRISE LLC	ATTN: BOB	4000 S POPLAR ST	CASPER WY 82601
33792032002600	CASPER, CITY OF	ATTN: V H MC DONALD	200 N DAVID ST	CASPER WY 82601
33792040800200	CASPER, CITY OF	ATTN: WILLIAM C LUBIN	200 N DAVID ST	CASPER WY 82601
33792033000300	COFFMAN, MARSHA L TRUSTEE		25222 CLOVERLAND DR	SUN LAKES AZ 85248
33792033001000	DAVID A FREEMOLE INTER VIVOS LAND	TRUST 9/30/02	4311 COFFMAN CT	CASPER WY 82604
33792032001600	FINCH, BERNIE SCOTT ET UX		4391 SUNRISE DR	CASPER WY 82604
33792033000200	GARDEN CREEK VILLAGE	HOMEOWNERS ASSOCIATION	BOX 1026	CASPER WY 82602
33792033001100	GARDEN CREEK VILLAGE HOMEOWNERS ASSOC		BOX 1026	CASPER WY 82602
33792031500500	GUNSIGHT LLC		4420 SUNRISE DR	CASPER WY 82604
33792033001300	HAMILTON, SHARONLYNN VERBENA		BOX 4434	CASPER WY 82604
33792033000500	HARVARD, BRENDA L		4322 COFFMAN CT	CASPER WY 82604
33792032100900	HEDGES, MARY TRUSTEE		2030 W 44TH ST	CASPER WY 82604
33792033300100	HEDQUIST, CRAIG P		BOX 1870	MILLS WY 82644
33792033300200	HEDQUIST, CRAIG P		BOX 1870	MILLS WY 82644
33792033300300	HEDQUIST, CRAIG P		BOX 1870	MILLS WY 82644
33792033300400	HEDQUIST, CRAIG P		BOX 1870	MILLS WY 82644
33792033300500	HEDQUIST, CRAIG P		BOX 1870	MILLS WY 82644
33792033300600	HEDQUIST, CRAIG P		BOX 1870	MILLS WY 82644
33792033300800	HEDQUIST, CRAIG P		BOX 1870	MILLS WY 82644
33792033300700	HEDQUIST, CRAIG P		BOX 1870	MILLS WY 82644
33792032001100	HICKS, ANDREW		4341 SUNRISE DR	CASPER WY 82604
33792033100100	J G V LLC	ATTN: LAUREL LUNSTRUM	222 W B ST #101	CASPER WY 82601
33792033100200	J G V LLC	ATTN: LAUREL LUNSTRUM	222 W B ST #101	CASPER WY 82601
33792033102400	J G V LLC	ATTN: LAUREL LUNSTRUM	222 W B ST #101	CASPER WY 82601
33792033001200	KIEPER, ALAN LEE		4330 COFFMAN CT	CASPER WY 82604
33792033001400	LEIGH FLACK REVOCABLE TRUST 10/11/2010		4342 COFFMAN CT	CASPER WY 82604
33792033000700	MAY, STACEY D		770 GOODSTEIN DR	CASPER WY 82601
33792032001400	MORGAREIDGE, KEVYN L ET UX		4371 SUNRISE DR	CASPER WY 82604
33792033001500	MYERS, HARLEN ET UX		4344 COFFMAN CT	CASPER WY 82604
33792040900500	PINE TREE MANOR HOMEOWNERS ASSOC		4500 S POPLAR ST #100	CASPER WY 82601
33792033001800	RIDER, KEVIN C		4351 COFFMAN AVE	CASPER WY 82604
33792033002300	RIDER, MARIE E		4363 COFFMAN CT	CASPER WY 82604

GEOCODE	OWN1	OWN2	ADDR1	ADDR3
33792033002200	RIDER, MARIE E		4363 COFFMAN CT	CASPER WY 82604
33792033000400	RIDER, MARIE E		4363 COFFMAN CT	CASPER WY 82604
33792033001700	RIDER, MARIE E		4363 COFFMAN CT	CASPER WY 82604
33792033002100	ROSS, HOWARD ADAM		4354 COFFMAN CT	CASPER WY 82604
33792032100100	SCHOW, RONALD H JR ET UX		4360 SUNRISE DR	CASPER WY 82604
33792033000600	SCISSONS, PATRICK J ET UX		4323 COFFMAN CT	CASPER WY 82604
33792032001500	SEPTER, JUSTIN D		4381 SUNRISE DR	CASPER WY 82604
33792033000900	SMITH, ADAM P		4314 COFFMAN CT	CASPER WY 82604
33792033000800	TOFTE ENERGY PARTNERS LP		BOX 4221	CASPER WY 82604
33792032001300	TRENTLER, PATRICK J		4361 SUNRISE DR	CASPER WY 82604

*** Proof of Publication ***

Casper Star-Tribune
P.O. Box 80, Casper, WY 82602-0080, ph 307-266-0500

NOTICE

The Planning and Zoning Commission of the City of Casper will hold their regularly scheduled meeting at 6:00 p.m., Thursday, September 28, 2017, in the City Council Chambers, Casper City Hall, 200 North David Street, Casper, Wyoming. At that time, they will consider the following cases:

PLN-17-031-Z - Petition for a 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). Applicants: Craig P. Hedquist and Dennis Langdon.
CITY OF CASPER, WYOMING
Liz Becher, Secretary
Published: September 1, 2017
Legal No: 29220

AFFIDAVIT OF PUBLICATION

STATE OF WYOMING)
COUNTY OF NATRONA)

I, the undersigned, being a person in the employ of the Casper Star-Tribune, a newspaper published in CASPER, NATRONA COUNTY, WYOMING, and, knowing the facts herein set forth do so solemnly swear that a copy of the notice as per clipping attached was printed and published

(Daily)

Weekly

In the regular and entire issue of said newspaper, and not in any supplement thereof, for 1 Consecutive (Days) Weeks

commencing with issue dated Sept 1, 2017
ending with issue dated Sept 1, 2017

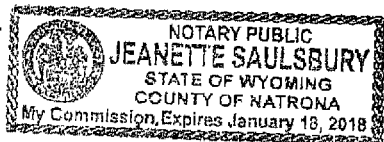
City of Casper
200 N. David St.
Casper, WY 82601

ORDER NUMBER 29220

Sami Bowman
Signed

Subscribed in my presence and sworn to before me this
5th day of Sept 2017

Jeanette Saulsbury



PUBLISHED ON: 09/01/2017

TOTAL AD COST: 58.56
FILED ON: 9/5/2017

From: Brenda L. Harvard <brendah@tribcsp.com>
Sent: Tuesday, September 12, 2017 7:48 AM
To: Dee Ann Hardy
Subject: proposed zone variance

In regard to the petition for zone variance of the CPH Addition from R-2 to R-3, I strongly object based on the following reasons:

It will negatively affect property values in the neighborhood, particularly the very large homes just north of my property.

It will alter the essential character of the neighborhood. (Taking into consideration the original R-2 zoning of the CPH Addition.)

It will increase population density per lot, thereby creating more traffic and threatening the safety of the neighborhood.

The change is not desired.

THERE IS NOT AN INORDINATE ECONOMIC BURDEN ON THE APPLICANT SUFFICIENT TO JUSTIFY THE VARIANCE.

There are lots in the CPH Addition that have Garden Creek frontage...or very close to. People WANT creeks in their backyard. There is no reason that those lots can not be sold as one unit residential lots.

Brenda L. Harvard
4322 Coffman Court
577-6084

PUBLIC NOTICE

Application concerning the property has been made to the City of Coeur for the following:

PLN-17-011-Z - Petition for a zone change of the CPH Addition, generally located on Arvo Lane, west of Coffman Avenue, from R-2 (One Unit Residential) to R-3 (One to Four Unit Residential). Applicants: Craig P. Holquist and Dennis Langton

All comments must be made at, or before, a public hearing on September 28, 2017 at 8:00 p.m. City Council Chamber, City Hall, 200 North Street 3.

For comments or questions, please contact the City of Coeur Economic Development Department at (307) 233-4242, or visit comments that be submitted to: City Planning, 200 North Street 3a, Coeur, WY 82401, or email: planning@coeur.wy.gov

PIPELINE



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 ____ day of _____, 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:

Walter Tremel


ATTEST:



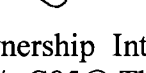
CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Kenyne Humphrey
Mayor

September 28, 2017

MEMO TO: J. Carter Napier, City Manager 

FROM: Tom Pitlick, Financial Services Director 
Pete Meyers, Assistant Finance Director 
Carla Mills-Laatsch, Licensing Specialist 

SUBJECT: Public Hearing for a Transfer of Ownership Interest in Retail Liquor License No. 7, Love Holdings, LLC d/b/a C85@ The Branding Iron.

Meeting Type & Date
Regular Council Meeting
November 7, 2017

Action type
Public Hearing
Minute Action

Recommendation
That Council, by minute action, consider the application for a transfer of ownership interest in Retail Liquor License No. 7, Love Holdings, LLC d/b/a C85 @ The Branding Iron, from Tony Cercy to Cole Cercy.

Summary
Currently, the interest in this liquor license is held by Tony Cercy and Cole Cercy as equal partners. This transfer will make Cole Cercy the sole interest holder. Casper Municipal Code 5.08.050 (B) requires that a new application be submitted at this time because more than 10% of the corporation's ownership interest is being transferred.

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

Financial Considerations
No Financial Considerations

Oversight/Project Responsibility
Carla Mills-Laatsch, Licensing Specialist, Finance Services

Attachments
Copy of Application
Affidavit of Website Publication

NEW OR TRANSFER LIQUOR LICENSE OR PERMIT APPLICATION

FOR LIQUOR DIVISION USE ONLY		
Customer #:	_____	
Trf from:	_____	
Reviewer:	Initials	Date
Agent:	_____	____/____/____
Chief:	_____	____/____/____

To be completed by City/County Clerk

Local License #: retail #

License Fees Annual Fee: \$ 1500.00 Date filed with clerk: 09 105 2017

Prorated Fee: \$ _____ Advertising Dates: (2 Weeks)

Transfer Fee: \$ 100.00 10/18/2017 & 10/22/2017

Publishing Fee: \$ _____ Hearing Date: 11 17 2017

Publishing Fee Direct Billed to Applicant:

License Term: 11 108 12017 Through 03 121 2018

Month Day Year Month Day Year

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

Applicant: Love Holdings, LLC

Trade/Business Name (dba): C85@The Branding Iron

Building to be licensed/Building Address: 129 W. 2nd St.

Number & Street

Casper WY 82601

City State Zip County

Mailing Address: 3855 W. 38th St.

Number & Street or P.O. Box

Casper WY 82601

City State Zip

Business Telephone Number: (307) 259-9225 Fax Number: (307) 472-7726

E-Mail Address: ccercy@ccercyinvestments.com

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

Lots 1 & 5, Block 2, City of Casper, Natrona County, WY Zoned C3

FILING FOR	FILING IN (CHOOSE ONLY ONE)	FILING AS (CHOOSE ONLY ONE)
<input type="checkbox"/> NEW LICENSE <input type="checkbox"/> TRANSFER OF LOCATION	<input checked="" type="checkbox"/> CITY OF: <u>Casper</u> <input type="checkbox"/> COUNTY OF: _____	<input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> LP/LLP <input checked="" type="checkbox"/> LLC <input type="checkbox"/> CORPORATION <input type="checkbox"/> LTD PARTNERSHIP <input type="checkbox"/> ORGANIZATION <input type="checkbox"/> OTHER _____
<input checked="" type="checkbox"/> TRANSFER OWNERSHIP <input checked="" type="checkbox"/> ASSIGNMENT LETTER ATTACHED		
FORMERLY HELD BY: <u>Love Holdings, LLC</u>		

TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)

<input type="checkbox"/> RETAIL LIQUOR LICENSE ON-PREMISE ONLY (BAR) <input type="checkbox"/> OFF-PREMISE ONLY (PACKAGE STORE) <input checked="" type="checkbox"/> COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)	<input type="checkbox"/> RESTAURANT LIQUOR LICENSE <input type="checkbox"/> RESORT LIQUOR LICENSE <input type="checkbox"/> BAR AND GRILL <input type="checkbox"/> LIMITED RETAIL (CLUB) <input type="checkbox"/> VETERANS CLUB <input type="checkbox"/> FRATERNAL CLUB <input type="checkbox"/> GOLF CLUB <input type="checkbox"/> SOCIAL CLUB	<input type="checkbox"/> MICROBREWERY <input type="checkbox"/> WINERY <input type="checkbox"/> DISTILLERY SATELLITE <input type="checkbox"/> WINERY SATELLITE <input type="checkbox"/> COUNTY RETAIL or SPECIAL MALT BEVERAGE PERMIT SPECIAL DESIGNATIONS <input type="checkbox"/> CONVENTION FACILITY <input type="checkbox"/> CIVIC CENTER/EVENT CENTER/ PUBLIC AUDITORIUM <input type="checkbox"/> GOLF CLUB <input type="checkbox"/> GUEST RANCH <input type="checkbox"/> RESORT
--	---	--

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

FULL TIME (e.g. Jan through Dec) SEASONAL/PART-TIME NON-OPERATIONAL/PARKED
 (specify months of operation) DAYS OF WEEK (e.g. Mon through Sat) HOURS OF OPERATION (e.g. 10a - 2a)

from Jan to Dec from _____ to _____ from _____ to _____

ALL APPLICANTS MUST COMPLETE QUESTIONS 1- 6

1. BUILDING OWNERSHIP: Does the applicant? W.S. 12-4-103 (a) (iii)

(1) **OWN** the licensed building? YES (own)

(2) **LEASE** the licensed building? (Lease must be through the term of the liquor license) YES (lease)

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

(A) When the lease expires, located on page 2 paragraph 2 of lease.

(B) Where the Sales provision for alcoholic or malt beverages is located, on page 2 paragraph 1 of lease. (MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.)

2. To operate your liquor business, have you assigned, leased, transferred or contracted with any other person (entity) to operate and assert total or partial control of the license and the licensed building? W.S. 12-4-601 (b) YES NO
3. Does any manufacturer, brewer, rectifier, wholesaler, or through a subsidiary affiliate, officer, director or member of any such firm: W.S. 12-5-401, 12-5-402, 12-5-403
- (a) Hold any interest in the license applied for? YES NO
 - (b) Furnish by way of loan or any other money or financial assistance for purposes hereof in your business? YES NO
 - (c) Furnish, give, rent or loan any equipment, fixtures, interior decorations or signs other than standard brewery or manufacturer's signs? YES NO
 - (d) If you answered YES to any of the above, explain fully and submit any documents in connection there within:

4. Does the applicant have any interest or intent to acquire an interest in any other liquor license issued by this licensing authority? W.S. 12-4-103 (b) YES NO
- If "YES", explain: _____

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

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

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip <i>DO NOT LIST PO BOXES</i>	Residence Phone Number	Have you been a DOMICILED resident for at least 1 year and not claimed residence in any other state in the last year?	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

(If more information is required, list on a separate piece of paper and attach to this application.)

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

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

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip <i>DO NOT LIST PO BOXES</i>	Residence Phone Number	No. of Years in Corp or LLC	% of Corporate Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
Cole Cercy						YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

(If more information is required, list on a separate piece of paper and attach to this application)

7. BAR AND GRILL LICENSE:

Have you submitted a valid food service permit or application? W.S. 12-4-413 (a) YES NO

8. RESTAURANT LICENSE:

(a) Give a description of the dispensing room(s) and state where it is located in the building. W.S. 12-4-408 (b)
(e.g. 10 x 12 room in SE corner of building): _____

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

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

9. RESORT LICENSE:

Does the resort complex:

(a) Have an actual valuation of at least one million dollars, or have you committed or expended at least one million dollars (\$1,000,000.00) on the complex, excluding the value of the land? W.S. 12-4-401(b)(i) YES NO

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

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

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

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

10. MICROBREWERY LICENSE:

Will the license be held in conjunction with another liquor license? W.S. 12-4-412(b)(iii) YES NO

(a) If "YES", please specify type: RETAIL RESTAURANT RESORT BAR AND GRILL WINERY

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

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

11. WINERY LICENSE:

Will the license be held in conjunction with another liquor license? W.S. 12-4-412(b)(iii) YES NO

(a) If "YES", please specify type: RETAIL RESTAURANT RESORT BAR AND GRILL MICROBREWERY

12. LIMITED RETAIL (CLUB) LICENSE:

FRATERNAL CLUBS W.S. 12-1-101(a)(iii)(B)

(a) Has the fraternal organization been actively operating in at least thirty-six (36) states? YES NO

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

13. LIMITED RETAIL (CLUB) LICENSE:

VETERANS CLUBS W.S. 12-1-101(a)(iii)(A):

(a) Does the Veteran's organization hold a charter by the Congress of the United States? YES NO

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

14. LIMITED RETAIL (CLUB) LICENSE:

GOLF CLUBS W.S. 12-1-101(a)(iii)(D)/W.S. 12-4-301(e):

(a) Do you have more than fifty (50) bona fide members? YES NO

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

(c) Are you a political subdivision of the state that owns, maintains, or operates a golf course? YES NO

1. Are you contracting/leasing the food and beverage services? W.S. 12-5-201(g) YES NO

2. If Yes, have you submitted a copy of the food and beverage contract/lease? YES NO

15. LIMITED RETAIL (CLUB) LICENSE:

SOCIAL CLUBS W.S. 12-1-101(a)(iii)(E)/W.S. 12-4-301(b):

- (a) Do you have more than one hundred (100) bona fide members who are residents of the county in which the club is located? YES NO
- (b) Is the club incorporated and operating solely as a nonprofit organization under the laws of this state? YES NO
- (c) Is the club qualified as a tax exempt organization under the Internal Revenue Service? YES NO
- (d) Has the club been in continuous operation for a period of not less than one (1) year? YES NO
- (e) Has the club received twenty-five dollars (\$25.00) from each bona fide member as recorded by the secretary of the club and are club members at the time of this application in good standing by having paid at least one (1) full year in dues? YES NO
- (f) Does the club hold quarterly meetings and have an actively engaged membership carrying out the objectives of the club? YES NO
- (g) Have you filed a true copy of your bylaws with this application? YES NO
- (h) Has at least fifty one percent (51%) of the membership signed a petition indicating a desire to secure a Limited Retail Liquor License? (Petition Attached) YES NO

REQUIRED ATTACHMENTS:

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

OATH OR VERIFICATION

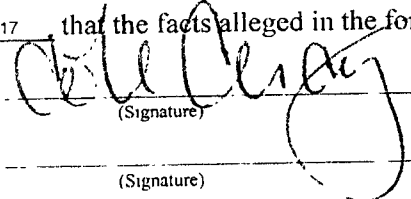
(Requires signatures by ALL Individuals, ALL Partners, ONE (1) LLC Member, or TWO (2) Corporate Officers or Directors except that if all the stock of the corporation is owned by ONE (1) individual then that individual may sign and verify the application upon his oath, or TWO (2) Club Officers.) W.S.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

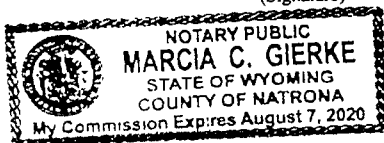
Under penalty of perjury, and the possible revocation or cancellation of the license, I swear the above stated facts, are true and accurate.

STATE OF WYOMING)
) SS.
COUNTY OF NATRONA)

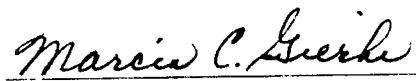
Signed and sworn to before me on this 25th day of August

2017 that the facts alleged in the foregoing instrument are true by the following:

1)		cole Ceraay	mge
	(Signature)	(Printed Name)	Title
2)	_____	_____	_____
	(Signature)	(Printed Name)	Title
3)	_____	_____	_____
	(Signature)	(Printed Name)	Title
4)	_____	_____	_____
	(Signature)	(Printed Name)	Title
5)	_____	_____	_____
	(Signature)	(Printed Name)	Title
6)	_____	_____	_____
	(Signature)	(Printed Name)	Title



Witness my hand and official seal:


Signature of Notary Public

(SEAL)

100 My commission expires: August 7, 2020



AFFIDAVIT OF WEBSITE PUBLICATION

State of Wyoming)
County of Natrona)

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

- Notice of the public hearing set forth below was posted continually on the City of Casper website in accordance with W.S. 12-4-104. The said posting commenced on 10/18/2017 and ended on 11/8/2017 and
- Attached is image of the Notice as actually posted on the City of Casper website (www.casperwy.gov) for the entire period referenced above.

By Carla Mills Saatch

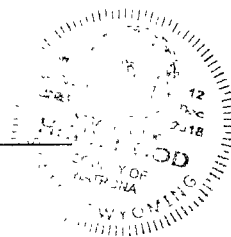
Date: 10/2/2017

Title: Licensing Specialist

Scribed in my presence and sworn before me on this

2nd day of October, 2017

Kristi Reed



Provide to City of Casper Central Records

Love Holdings, LLC.

Notice is hereby given that on the 5th day of September, 2017, Love Holdings, LLC applied for a transfer of ownership interest in Retail Liquor License No. 7 in the office of the Clerk of the City of Casper, Wyoming for the following described place 129 West 2nd Street, and protests, if any there be, against the issuance of the license will be heard at the hour of 6 p.m., on the 7th day of November, 2017 in the City Council Chambers at 200 North David.

Dated: 09/11/2017

ORDINANCE NO. 17-17

AN ORDINANCE AMENDING CHAPTER 5 OF THE
CASPER MUNICIPAL CODE PERTAINING TO RESORT
LIQUOR LICENSES.

WHEREAS, Casper Municipal Code as currently written is not consistent with Wyoming State Statutes in regards to Resort Liquor License requirements; and

WHEREAS, Casper Municipal Code, as currently written, would prevent the issuance of Resort Liquor Licenses to ski areas not having large hotels on premise; and

WHEREAS, it would benefit the City of Casper to be able to issue Resort Liquor Licenses to ski areas without large on premise hotels.

NOW, THEREFORE, be it ordained by the governing body of the City of Casper, Wyoming that the Casper Municipal Code is hereby amended as follows:

SECTION 1:

Section 5.08.240 is hereby amended by removing the strike out words and replacing with language that is capitalized as follows:

- A. The city council may issue resort retail liquor licenses to applicants who MEET THE REQUIREMENTS OF ~~are owners or lessees of a resort complex meeting the qualifications of subsection B of this section.~~ WYOMING STATE STATUTE 12-4-401. ALL APPLICANTS FOR ISSUANCE OR RENEWAL OF A RESORT LIQUOR LICENSE SHALL COMPLY WITH ALL APPLICABLE WYOMING STATE STATUTES AS THEY MAY BE AMENDED FROM TIME TO TIME.
- B. ~~To qualify for a resort retail liquor license, the city council shall require the resort complex to:~~
 - 1. ~~Have an actual valuation of, or the applicant shall have committed or expended on the complex, not less than one million dollars, excluding the value of the land;~~
 - 2. ~~Include a restaurant and convention facility, which convention facility shall seat no less than one hundred persons; and~~
 - 3. ~~Include motel or hotel accommodations with a minimum of one hundred sleeping rooms.~~
- C. ~~No resort liquor license may be transferred to another location. License ownership may be transferred to a purchaser or lessee of the licensed premises with the approval of the city council.~~
- D. ~~Resort liquor licensees shall not sell alcoholic liquor or malt beverages for consumption off the premises owned or leased by the licensee. The dispensing of alcoholic liquor or~~

~~malt beverages licensed to be sold hereunder shall be controlled by Sections 5.08.290 through 5.08.310.~~

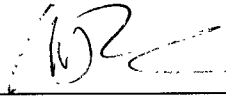
SECTION 2:

This ordinance shall become in full force and effect upon passage on third reading and publication.

PASSED on 1st reading the 3rd day of October 2017
PASSED on 2nd reading the 17th day of October 2017

PASSED, APPROVED, AND ADOPTED on this ____ day of ____,
20____.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Kenyne Humphrey
Mayor

ORDINANCE NO. 14-17

AN ORDINANCE APPROVING A ZONE CHANGE FOR LOTS 4, 5, 6, 7, 8, 9, 10, AND THE SOUTH FORTY (40) FEET OF LOT 11, BLOCK 22, NELSONS ADDITION SUBDIVISION IN THE CITY OF CASPER, WYOMING.

WHEREAS, an application has been made to rezone all of the above described lots from zoning classification ED (Educational District) to C-2 (General Business); and,

WHEREAS, after a public hearing on August 17, 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 4, 5, 6, 7, 8, 9, 10 and the south 40 feet of Lot 11, Block 22, Nelsons Addition to the City of Casper, located at 140 East K Street, are hereby rezoned from ED (Educational District) to C-2 (General Business).

SECTION 2:

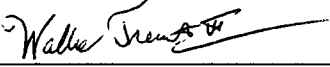
This ordinance shall be in full force and effect from and after passage on three readings and publication pursuant to law.

PASSED on 1st reading the 3rd day of October, 2017.

PASSED on 2nd reading the 17th day of October, 2017.

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

APPROVED AS TO FORM:



ATTEST:

Fleur Tremel
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Kenyne Humphrey
Mayor

ORDINANCE NO. 16-17

AN ORDINANCE AMENDING SECTION 2.40.050 OF THE CASPER MUNICIPAL CODE PERTAINING TO THE HISTORIC PRESERVATION PROGRAM

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

Section 1:

That Section 2.40.050 of the Casper Municipal Code shall be amended to read as follows:

There is hereby created the city of Casper historic preservation commission, which shall consist of AT LEAST THREE AND NO MORE THAN eleven members. Members shall be selected by the mayor, by and with the consent of the majority vote of the city council. In selecting the commission members, an attempt shall be made to draw on a wide range of backgrounds and interests to represent the city of Casper's diverse heritage.

PASSED on first reading this 3rd day of October, 2017.

PASSED on second reading this 17th day of October, 2017.

PASSED, APPROVED AND ADOPTED on third and final reading 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

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**

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 from and 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. 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 increase 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 increase following adoption of the change in percentage by the City. The increase 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 ___ day of _____, 2017.

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

APPROVED AS TO FORM

Walker Tremel

ATTEST

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Kenye Humphrey
Mayor

ACCEPTED BY PACIFICORP:

By: _____
Name: George Humbert
Title: Director, Regional Business Management
Date: _____

October 10, 2017

MEMO TO: J. Carter Napier, City Manager *JCN*
FROM: Wallace Trembath, Assistant City Attorney *W.T.*
William R. Chambers, Interim City Attorney
SUBJECT: Consent to the Assignment of a Phillips 66 License Agreement

Meeting Type & Date
Regular Council Meeting
November 7, 2017

Action type
Resolution

Recommendation

That Council, by resolution, authorize the Mayor to sign the letter dated April 14, 2017, from Phillips 66 to the City of Casper, Wyoming. Signing the letter will indicate the City's consent to the assignment of the June 7, 1963, license agreement from Phillips 66 Pipeline LLC (a wholly owned subsidiary of Phillips 66 Company) to Phillips 66 LP or its subsidiaries.

Summary

In 1963, the Continental Pipeline Company and Chicago Burlington, & Quincy Railroad Company entered into a license agreement that allowed placement of a pipeline under railroad property. The location of the pipeline is on the east side of Casper, just north of the Continental Pipeline Company tank farm, immediately adjacent and west of the farm implement dealership situated at the southwest corner of the intersection of Blackmore Road and Highway 20/26/East Yellowstone Highway. The City came into ownership of that railroad property several years ago under the Rails to Trails program, and Phillips 66 is the successor in interest to the Continental Pipeline Company.

In late 2016, Phillips 66 Company announced it would transfer and assign to Phillips 66 Partners LP or its subsidiaries, certain assets, including the 1963 license agreement. Section VII of the 1963 license agreement disallows its transfer without the written consent of the Railroad (now the City), and it is binding on successors in interest. Thus, Phillips 66 is requesting that the City consent to the transfer of the license agreement from Phillips 66 Company to Phillips 66 LP or its subsidiaries. The terms and conditions of the 1963 license would remain unchanged.

Financial Considerations

Phillips 66 Pipeline LLC will pay the cost of recording

Oversight/Project Responsibility

None Required. Phillips 66 will record the consent letter and resolution

Attachments

Letter from Phillips 66 to the City of Casper, dated April 4, 2017

Resolution

Edmund J. Brooks
Supervisor
Real Estate Services
Right of Way, Rockies Region

PHILLIPS 66
Denver Terminal
3960 East 56th Avenue
Commerce City, CO 80022
Phone (303) 376-4376



April 14, 2017

City of Casper, Wyoming
200 North David Street
Casper, Wyoming 82601

Attention: Mr. William Luben, City of Casper, Wyoming City Attorney

Re: **CONSENT TO ASSIGN (the "Consent")**

Agreement for Non-Exclusive Right-of-Way Easement (the "Agreement"), dated **June 7, 1963**, by and between **CONTINENTAL PIPE LINE COMPANY** (the "Company") and **CHICAGO, BURLINGTON, & QUINCY RAILROAD COMPANY (CITY OF CASPER, WYOMING successor in interest)** (the "Grantor") with respect to real property located in a portion of Section 6, Township 33 North, Range 78 West, NATRONA COUNTY, WYOMING

Dear Mr. Luben:

PHILLIPS 66 PIPELINE LLC ("Assignor") is either the original grantee under the Agreement or the successor-in-interest to the original grantee under the Agreement, a copy of which is attached hereto as Exhibit A.

On October 11, 2016, Phillips 66 Company ("Assignor") announced it would transfer and assign to Phillips 66 Partners LP or its subsidiaries ("Assignee(s)") certain assets, obligations and liabilities (the "Transfer").

In connection with the Transfer, Assignee will assume all of Assignor's obligations, liabilities, rights, title and interests to the assets in connection with the Transfer.

Notwithstanding anything that may restrict assignment or relate to the authority of the individual required to execute consent to assignment thereof, Assignor hereby notifies the **Chicago, Burlington, & Quincy Railroad Company/City of Casper Wyoming (successor in interest)**, Grantor, of the Transfer and requests that Grantor consent to the assignment of the Agreement to Assignee, as referenced in Exhibit A, in connection therewith. **Please indicate Grantor's consent to the assignment and agreement to the foregoing by signing and dating where indicated below.**

Except as otherwise provided in this consent, all terms of the agreement will remain in full force and effect and will not be modified hereby. However, in the event of any conflict between the agreement and this Consent, the terms of this Consent will prevail.

As required by the relevant provisions of the agreement (and any applicable law) in connection with the Transfer, Assignor will file or cause to be filed in the office of the Clerk of each affected county an assignment or other appropriate instrument, as the case may be, together with the payment of any applicable fee.

By executing and returning this consent, the undersigned represents that he/she has full authority to grant such consent on behalf of Grantor, and the execution hereof has been authorized by all necessary corporate actions.

This consent may be executed in multiple counterparts, each of which shall be fully effective as an original, for which together shall constitute only one (1) instrument.

If you have any questions regarding the foregoing, please contact me at (303) 376-4376 or by email at Edmund.J.Brooks@p66.com . Your prompt attention to this matter is appreciated.

Very truly yours,
Phillips 66 Pipeline LLC
(a wholly owned subsidiary of Phillips 66 Company)

By: Edmund Brooks

Name: Edmund Brooks

Title: Real Estate Services-Right of Way, Supervisor

Acknowledged and agreed to as of this ____ day of _____, 2017:

CITY OF CASPER, WYOMING

By: _____

Name: Kenyne Humphrey

Title: Mayor, City of Casper

RESOLUTION NO. 17-202

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A LETTER FROM PHILLIPS 66 PIPELINE LLC REGARDING CITY CONSENT TO TRANSFER A PIPELINE LICENSE AGREEMENT FROM PHILLIPS 66 COMPANY TO PHILLIPS 66 LP OR ITS SUBSIDIARIES

WHEREAS, in a letter dated April 4, 2017, Phillips 66 Pipeline, LLC, requested the City to consent to a transfer of a June 7, 1963, license agreement from Phillips 66 Company to Phillips 66 LP or its subsidiaries; and,

WHEREAS, the City is willing to give its consent to the transfer of the license agreement by executing the above described letter; and,

WHEREAS, the terms and conditions of the license agreement shall remain in full force and effect after transfer of the license, unless and until it is terminated by the City or modified by written agreement of the parties; and,

WHEREAS, Phillips 66 Pipeline LLC has agreed to record the above described, fully-executed letter, along with this resolution in the Office of the Natrona County Clerk, and then, provide a certified copy to the Casper City Manager's Office after recording.

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, the letter dated April 4, 2017, from Phillips 66 Pipeline, LLC, to the City of Casper, whereby the City consents to a transfer of a license agreement from Phillips 66 Company to Phillips 66 LP or its subsidiaries.

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

APPROVED AS TO FORM:



CITY OF CASPER, WYOMING


ATTEST:

A Municipal Corporation

Fleur D. Tremel
City Clerk

Kenyne Humphrey
Mayor

October 5, 2017

MEMO TO: J. Carter Napier, City Manager 

FROM: Andrew Beamer, P.E., Public Services Director
Cynthia Langston, Solid Waste Division Manager
Alex Sveda, P.E., Associate Engineer

SUBJECT: Authorizing an Agreement with High Plains Construction, Inc., in the Amount of \$332,998.00, for Jim Evans Truck Barn Surge Tank and Lift Station, Project No. 15-69.

Meeting Type & Date:
Regular Council Meeting
November 7, 2017

Action Type:
Resolution

Recommendation:
That Council, by resolution, authorize an agreement with High Plains Construction, Inc., for the Jim Evans Truck Barn Surge Tank and Lift Station, Project No. 15-69, in the amount of \$332,998.00. Furthermore, it is recommended that Council authorize a construction contingency account in the amount of \$10,000.00, for a total project amount of \$342,998.00.

Summary:
On September 26, 2017, the City of Casper received three (3) bids for the Jim Evans Truck Barn Surge Tank and Lift Station, Project No. 15-69. The bids received are as follows:

CONTRACTOR	LOCATION	BASE BID	ALTERANTE BID
High Plains Construction, Inc.	Mills, WY	\$246,240.00	\$332,998.00
71 Construction, Inc.	Casper, WY	\$253,340.00	\$379,104.00
Andreen Hunt Construction, Inc.	Mills, WY	\$255,780.00	\$351,008.00

The Solid Waste Sanitation Truck Barn was recently expanded to include the addition of an enclosed wash bay area with a new automatic truck wash system. Due to events in October 2015 and November 2016 where surges from the truck wash system overwhelmed the downstream sanitary sewer lift station (lift station), modifications to the lift station are required.

High Plains Construction, Inc.
Jim Evans Truck Barn Surge Tank and Lift Station
Project No. 15-69

Page 1 of 2

Two bids were provided with this project:

1. The Base Bid includes upgrades to the existing lift station vault, pumps, bases, electrical, controls, alarms and installation of two (2) surge tanks.
2. The Alternate Bid includes all upgrades of the base bid, including replacement of the downstream sanitary sewer force main from 3-inches to 4-inches. This force main is the facilities primary sewer line. Upsizing this line provides more relief to the lift station for discharge, eliminates the need for one of the surge tanks, and allows the capacity for future sewer services at the Solid Waste Facility.

The Engineer's Estimates prepared by ECS Engineers for the Base Bid and Alternate Bid were \$212,219.00 and \$332,742.00, respectively.

Financial Considerations:

Funding for this project will be from Refuse Collection.

Oversight/Project Responsibility:

Alex Sveda, Associate Engineer

Attachments:

Resolution

Agreement

STANDARD FORM OF
AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is made between the City of Casper, 200 North David Street, Casper, Wyoming 82601, hereinafter referred to as the "Owner," and High Plains Construction, Inc., P.O. Box 370, Mills, Wyoming 82644, hereinafter referred to as the "Contractor."

WHEREAS, the City of Casper desires to install a surge tanks at the Jim Evans Truck Barn and pump replacement at the sanitary sewer lift station, all for the City of Casper Solid Waste Facility located at 1886 Station Road, Casper, WY.

WHEREAS, the Contractor is able and willing to provide those services specified as the Jim Evans Truck Barn Surge Tank and Lift Station, Project No. 15-69.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract Documents for the Jim Evans Truck Barn Surge Tank and Lift Station, Project No. 15-69, hereinafter referred to as the "Work."

ARTICLE 2. ARCHITECT/ENGINEER.

The Project has been designed by the City of Casper who is hereinafter referred to as the "Engineer" and who is to act as Owner's representative, assume all duties and responsibilities and have the rights and authority assigned to Architect and/or Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3. CONTRACT TIME.

- 3.1 The Work will be substantially completed by June 1, 2018 and ready for final payment in accordance with Article 14 of the General Conditions by June 8, 2018. Substantial Completion will be accepted once all utilities are installed and in working order, surfacing is replaced and the project site is returned to full normal vehicular and pedestrian traffic. Once Contractor has mobilized on-site and work has commenced, Contractor shall work continuously on-site, during the construction activities hours specified in these contract documents, until work is substantially complete. Contractor shall submit a comprehensive traffic control plan, limiting construction around and in school zones when school is in session. No open excavations shall remain overnight.
- 3.2 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not substantially completed by the time specified in Paragraph 3.1 above, plus any extension thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not substantially completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a

penalty) Contractor shall pay Owner Five Hundred Dollars (\$500.00) for each day that expires after the time specified in Paragraph 3.1 for substantial completion. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by Owner, Contractor shall pay Owner Two Hundred Dollars (\$200.00) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment. It is further agreed that such liquidated damages are not a penalty, but represent the parties' best estimate of actual damages.

ARTICLE 4. CONTRACT PRICE.

In Consideration of the performance of the work in accordance with the Contract documents for this Unit Price Contract, Owner shall pay Contractor in current funds a not-to-exceed total contract price of Three Hundred Thirty Two Thousand Nine Hundred Ninety Eight and 00/100 Dollars (\$332,998.00), subject to additions and deductions by Change Order approved by the Owner. The contract fee shall be based on materials actually furnished and installed and services actually provided based on the unit prices for the FORCE MAIN REPLACEMENT (ALTERNATE) Bid (Bid Items 1 through 22) contained in the Bid Form and Page BS-2 of the Itemized Bid Schedule, included as Exhibit "A" (pages BF-1 through BF-4 of the Bid Form and Page BS-2 of the Bid Schedule.

ARTICLE 5. PAYMENT PROCEDURES.

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

- 5.1 Progress Payments. Contractor's Applications for Payment, as recommended by Engineer, shall be submitted to City Engineering Staff on or before the 25th day of each month during construction, and Owner shall mail progress payments in the following month one day after the second monthly meeting of the Casper City Council. Progress payments shall be structured as provided below. All progress payments will be on the basis of the progress of the Work measured by the Schedule of Values provided for in Paragraph 14.01 of the General Conditions, subject to the cutoff and submittal dates provided in the Measurement and Payment Procedures.
 - 5.1.1 Prior to payment of fifty percent (50%) of Total Contract Price, progress payments will be made in an amount equal to ninety percent (90%) of the Work completed, and ninety percent (90%) of Invoice Cost of materials and equipment not incorporated in the Work but delivered and suitably stored, less in each case the aggregate of payments previously made.
 - 5.1.2 After payment of fifty percent (50%) of Total Contract Price has been made, Owner shall withhold such amounts necessary so the total retainage is equal to five percent (5%) of the Total Contract Price.
 - 5.1.3 In the event the Contractor makes only one application for payment upon substantially completing the Work, progress payment will be made in an amount equal to ninety-five

percent (95%) of the Work completed. Owner shall withhold five percent (5%) of the work completed as retainage, said retainage to be paid in accordance with the provisions of Paragraph 5.2, Final Payment.

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

5.2 OWNER may withhold progress payments if CONTRACTOR fails to submit an updated progress schedule with the application for payment as detailed in Section 01310 Progress Schedules.

5.3 Final Payment. Upon final completion and acceptance of the Work in accordance with Paragraph 14.13 of the General Conditions, Engineer shall recommend payment and present Contractor's Final Application for Payment to the City. Pursuant to Wyoming State Statutes, final payment cannot be made until forty-one (41) days after publication of the first Notice of Completion.

ARTICLE 6. WITHHELD FUNDS.

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

ARTICLE 7. CONTRACTOR'S REPRESENTATIONS.

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

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

7.2 Contractor has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress, or performance of the work which were relied upon by Engineer in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.

7.3 Contractor has made or caused to be made examinations, investigations, and tests and studies as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports, or similar data are or will be required by

Contractor for such purposes.

- 7.4 Contractor has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the terms and conditions of the Contract Documents.
- 7.5 Contractor has given Engineer written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor.

ARTICLE 8. CONTRACT DOCUMENTS.

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

- 8.1 This Agreement (Pages SFA-1 to SFA-6, inclusive).
- 8.2 Joint Account Agreement or Letter of Forfeiture waiving same.
- 8.3 Exhibit "A" - Bid Form (BF-1 through BF-4 of the Bid Form and Page BS-2 of the Bid Schedule.
- 8.4 Addenda No.: Addendum No. 1.
- 8.5 Performance and Payment Bonds.
- 8.6 Certificates of Insurance, of Workers' Compensation Coverage, and of Unemployment Insurance Coverage.
- 8.7 General Conditions (Pages 00700-1 to 00700-42, inclusive).
- 8.8 Supplementary Conditions (Pages SC-1 to SC-16, inclusive).
- 8.9 General Requirements, consisting of nine (9) sections. Special Provisions consisting of twenty-five (25) Sections and fifteen (15) Drawing "Sheets".
- 8.10 Notice of Award.
- 8.11 Notice to Proceed.
- 8.12 Minutes of the Pre-Bid Conference, if any.
- 8.13 Contract Drawings, with each sheet bearing the following general title:

Jim Evans Truck Barn Surge Tank and Lift Station, Project No. 15-69
- 8.14 Shop Drawings and other Submittals furnished by Contractor during performance of the Work and accepted by the Owner.

8.13 Contract Drawings, with each sheet bearing the following general title:

Jim Evans Truck Barn Surge Tank and Lift Station, Project No. 15-69

8.14 Shop Drawings and other Submittals furnished by Contractor during performance of the Work and accepted by the Owner.

8.15 Any modifications, amendments, and supplements, including Change Orders, issued pursuant to Paragraphs 3.04 and 3.05 of the General Conditions, on or after the effective date of this Agreement.

8.16 Notice of Substantial Completion.

ARTICLE 9. GOVERNMENTAL CLAIMS ACT

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

ARTICLE 10. MISCELLANEOUS PROVISIONS.

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

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

DATED this _____ day of _____, 2017.

--THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY--

APPROVED AS TO FORM:

(Jim Evans Truck Barn Surge Tank and Lift Station, Project No. 15-69)

Walter Thomas

CONTRACTOR:

ATTEST:

High Plains Construction, Inc.
P.O. Box 370
Mills, Wyoming 82644

By: _____

By: _____

Title: _____

Title: _____

OWNER:
CITY OF CASPER, WYOMING
A Municipal Corporation

ATTEST:

By: _____

By: _____

Fleur D. Tremel

Kenyne Humphrey

Title: City Clerk

Title: Mayor

EXHIBIT "A"
STANDARD
BID FORM
(Approved by City Attorney, 1995)

PROJECT IDENTIFICATION: City of Casper
 Jim Evans Truck Barn Surge Tank and Lift Station
 Project No. 15-69

THIS BID SUBMITTED TO: City of Casper
 200 North David Street
 Casper, Wyoming 82601

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the City in the form included in the Bidding Documents and to complete all Work by **June 1, 2018** as specified or indicated in the Bidding Documents for the Contract Price, and completed and ready for final payment not later than by **June 8, 2018**, in accordance with the Bidding Documents.
2. Bidder accepts all of the terms and conditions of the Advertisement for Bids and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Guaranty. This Bid will remain effective for thirty (30) days after the day of Bid opening. Bidder will sign the Agreement and submit the Bonds and other documents required by the Bidding Documents within thirty (30) days after the date of the City's Notice of Award.
3. Notice that preferences will be granted pursuant to Wyoming Statutes Section 16-6-101, et seq., is hereby acknowledged.
4. In submitting this Bid, Bidder represents, as more fully set forth in the Bidding Documents, that:

A. Bidder has examined copies of all the Bidding Documents and of the following addenda (receipt of all which is hereby acknowledged):

Addendum No. 1 Dated Sept 22, 2017
Addendum No. Dated

B. Bidder has examined the site and locality where the work is to be performed, the federal, state, and local Laws and Regulations, and the conditions affecting cost, progress, or performance of the work and has made such independent investigations as Bidder deems necessary;

- C. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, corporation, or other business entity. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid. Bidder has not solicited or induced any person, firm, or a corporation to refrain from bidding. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or against the City.
5. Bidder is bidding all schedules, alternates, if any, and will complete the Work for unit price(s) stated on the attached bid schedule based on materials actually furnished and installed and services actually provided. The Bid is summarized below on the basis of estimated quantities:

TOTAL BASE BID, IN NUMERALS: \$ 246,240.00

TOTAL BASE BID, IN WORDS: two hundred forty six thousand, two hundred, forty DOLLARS.

6. Bidder agrees that the work for the City will be as provided above.
7. Bidder accepts the provisions of the Bidding Documents as to liquidated damages in the event of failure to complete the work on time, unless otherwise stated as provided below. Bidder agrees that such liquidated damages are not a penalty and that the amount provided is as close an estimate as possible to actual damages. Any exceptions or objections to this provision are stated in writing and attached hereto by Bidder.
8. The following documents are attached to and made a condition of this Bid:
- A. Required Bid Guaranty in the form of a Bid Bond. (Unless otherwise provided by the City.)
 - B. Itemized Bid Schedule.
 - C. Copy of Certificate of Residency, if bidding as Wyoming Resident.
9. Communications concerning this Bid shall be addressed to:

Address of Bidder: High Plains Construction Inc.
P.O. Box 370
Mills, Wyoming 82644

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

Submitted on Sept. 26, 2017.

BF-2

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

IF BIDDER IS:

AN INDIVIDUAL

By: _____ (seal)
(Individual's Name)

doing business as: _____

Business Address: _____

Phone Number: _____

A PARTNERSHIP

By: _____ (seal)
(Firm's Name)

(General Partner)

Business Address: _____

Phone Number: _____

A CORPORATION OR LIMITED LIABILITY COMPANY

By: High Plains Construction Inc (seal)
(Corporation's or Limited Liability Company's Name)

Wyoming
(State of Incorporation or Organization)

By: Richard L Moore (seal)
Richard L. Moore
(Title) President

(Seal)

Attest: Renee Barnes
Renee Barnes

Business Address: P.O. Box 370
Mills, Wyoming 82644

Phone Number: 307-265-2244

A JOINT VENTURE

By: _____ (seal)
(Name)

(Address)

By: _____ (seal)
(Name)

(Address)

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

BID SCHEDULE

Jim Evans Truck Barn Surge Tank & Lift Station Improvements, Project 15-69

BID DATE: September 26, 2017

COMPANY NAME:

High Plains Construction, Inc.

ADDRESS:

P.O. Box 370, Mills, WY 82644

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

LS = Lump Sum; LF = Linear Feet; FA = Force Account; AC = Acres; EA = Each

ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE
1	MOBILIZATON	LS	1		\$23,000.00
2	MISCELLANEOUS FORCE ACCOUNT	FA	1	\$ 10,000.00	\$ 10,000.00
3	REMOVE AND REPLACE EXISTING SURFACING	LS	1		\$17,200.00
4	3950 GALLON SURGE TANK	EA	2	\$18,000.00	\$36,000.00
5	NEW 4' DIAMETER MANHOLE	EA	1	\$3,000.00	\$ 3,000.00
6	1000 GAL SAND/OIL SEPARATOR W/2" VENT & 30" MANWAYS	EA	1	\$10,690.00	\$10,690.00
7	CONNECT TO EXISTING 10" LINE	LS	1	\$1,080.00	\$ 1,080.00
8	NEW 12" SEWER	LF	5	\$ 150.00	\$ 750.00
9	NEW 10" SEWER	LF	35	\$ 70.00	\$ 2,450.00
10	NEW 4" SEWER	LF	28	\$ 80.00	\$ 2,240.00
11	4" X 4" TEE	EA	1	\$ 250.00	\$ 250.00
12	CONNECT TO EXISTING 8" LINE	LS	1	\$ 900.00	\$ 900.00
13	CLEANOUTS	EA	3	\$ 560.00	\$ 1,680.00
14	FLOW CONTROL VALVE & METERING PANEL (SURGE TANK)	LS	1		\$ 44,000.00
15	LIFT STATION IMPROVEMENTS	LS	1		\$ 93,000.00
	TOTAL				\$246,240.00

TOTAL BASE BID: Two Hundred Forty-Six Thousand Two Hundred Forty-----

DOLLARS

(\$ 246,240.00)

FORCE MAIN REPLACEMENT (ALTERNATE):

ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE
1	MOBILIZATON	LS	1		\$ 30,000.00
2	MISCELLANEOUS FORCE ACCOUNT	FA	1	\$20,000.00	\$ 20,000.00
3	REMOVE AND REPLACE EXISTING SURFACING	LS	1		\$ 35,800.00
4	3950 GALLON SURGE TANK	EA	1	\$18,000.00	\$ 18,000.00
5	NEW 4' DIAMETER MANHOLE	EA	1	\$ 3,000.00	\$ 3,000.00
6	1000 GAL. SAND/OIL SEPARATOR W/2" VENT & 30" MANWAYS	EA	1	\$ 10,690.00	\$ 10,690.00
7	CONNECT TO EXISTING 10" LINE	LS	1		\$ 1,080.00
9	NEW 10" SEWER	LF	35	\$ 70.00	\$ 2,450.00
10	NEW 4" SEWER	LF	23	\$ 80.00	\$ 1,840.00
12	CONNECT TO EXISTING 8" LINE	LS	1		\$ 900.00
13	CLEANOUTS	EA	3	\$ 560.00	\$ 1,680.00
14	FLOW CONTROL VALVE & METERING PANEL (SURGE TANK)	LS	1		\$ 44,000.00
15	LIFT STATION IMPROVEMENTS	LS	1		\$ 93,500.00
16	CLEARING, GRUBBING, TOPSOIL RETENTION/REPLACEMENT	AC	0.9	\$ 2,500.00	\$ 2,250.00
17	CONNECT TO EXISTING MANHOLE (FORCE MAIN)	EA	2	\$ 1,000.00	\$ 2,000.00
18	NEW 4" FORCE MAIN	LF	3912	\$ 9.00	\$ 35,208.00
19	4" 45 DEGREE BEND (FORCE MAIN)	EA	4	\$ 170.00	\$ 680.00
20	FORCE MAIN CLEANOUT W/GATE VALVE, VALVE BOXES AND DROP LIDS	EA	9	\$ 1,830.00	\$ 16,470.00
21	AIR RELIEF VALVE W/4' DIAMETER MANHOLE	EA	2	\$ 5,600.00	\$ 11,200.00
22	SEEDING AND MULCHING	AC	0.9	\$ 2,500.00	\$ 2,250.00
	TOTAL				\$332,998.00

TOTAL ALTERNATE BID:

Three Hundred Thirty-Two Thousand Nine Hundred Ninety-Eight _____

_____ DOLLARS

(\$ 332,998.00)

END OF SECTION

RESOLUTION NO.17-203

A RESOLUTION AUTHORIZING AN AGREEMENT WITH HIGH PLAINS CONSTRUCTION, INC., FOR JIM EVANS TRUCK BARN SURGE TANK AND LIFT STATION, PROJECT NO. 15-69.

WHEREAS, the City of Casper desires to install improvements to the existing lift station vault, pumps, bases, electrical, controls, and alarms; installation of a sanitary sewer surge tank, and replacement of sanitary sewer main, all serving the Casper Solid Waste Facility; and,

WHEREAS, High Plains Construction, Inc., is able and willing to provide those services specified as Jim Evans Truck Barn Surge Tank and Lift Station, Project No. 15-69; and,

WHEREAS, it would be in the best interest of the City to expedite changes by allowing the City Manager to sign change orders affecting time extensions of no more than thirty (30) days, dollar amount changes no greater than Ten Thousand and 00/100 Dollars (\$10,000.00), and other project administration related change orders that do not substantially alter the scope of the project.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, an agreement with High Plains Construction, Inc., for those services, in the amount of Three Hundred Thirty Two Thousand Nine Hundred Ninety Eight and 00/100 Dollars (\$332,998.00).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments throughout the project, retaining those amounts prescribed by the agreement, equal to a total amount not to exceed Three Hundred Thirty Two Thousand Nine Hundred Ninety Eight and 00/100 Dollars (\$332,998.00), and Ten Thousand and 00/100 Dollars (\$10,000.00) for a construction contingency account, for a total price of Three Hundred Forty Two Thousand Nine Hundred Ninety Eight and 00/100 Dollars (\$342,998).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to sign change orders effecting time extensions of no more than thirty (30) days, changes in the dollar amount of the above described agreement not greater than the sum of Ten Thousand Dollars (\$10,000.00), and other project administration related change orders that do not substantially alter the scope of the project.

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

APPROVED AS TO FORM:

(High Plains Construction, Inc.-Jim Evans Truck Barn Surge Tank and Lift Station
Project No. 15-69)

Wallis Tremel


ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Kenyne Humphrey
Mayor

October 5, 2017

MEMO TO: J. Carter Napier, City Manager 

FROM: Andrew Beamer, P.E., Public Services Director
Bruce Martin, Public Utilities Director
Alex Sveda, P.E., Associate Engineer

SUBJECT: Authorizing Change Order No. 1 with Andreen Hunt Construction, Inc. (AHC)
Casper Zone III Water System Improvements Project, No. 13-38.

Meeting Type & Date:
Regular Council Meeting
November 7, 2017

Action Type:
Resolution

Recommendation:
That Council, by resolution, authorize Change Order No. 1 (CO1) with AHC in the amount of \$38,822.00 and a time extension of five (5) days.

Summary:
The proposed improvements for the Zone III Water System include a new pump station near the existing Manor Heights water storage tanks, a new water storage tank located north of Southeast Wyoming Boulevard, and approximately 23,700 linear feet of 16-inch water transmission mains.

CO1 includes replacement of an existing 12-inch raw water line and a pressure relief valve feeding the Casper Municipal Golf Course irrigation system. The alignment of the new 16-inch water transmission main is planned to cross several large drainages where an existing 12-inch raw water line and pressure relief valves feeding the Casper Municipal Golf Course irrigation system are located. Two of these drainages include 15-feet of fill to cover the new water transmission main and drainage culverts as part of the project. With this amount of fill added, and with the 12-inch raw water line being located near and at a lower elevation than the new transmission main, any future breaks or issues with the raw water line could substantially undermine the new transmission main. The proposed cost from AHC to replace 500-feet of raw water line and provide the new installation at a higher elevation is \$35,700.

CO1 also includes a UL-listed electrical generator tap box for the new Booster Station. Recent changes in the local building codes have required that all electrical housings, boxes and panels be UL-listed as a complete unit. Previously, only the components of the unit were required to be UL-listed. The proposed cost from AHC to provide a new, UL-listed electrical generator tap box is \$3,122.

Civil Engineering Professionals, Inc. (CEPI) is currently under contract to provide design and construction administration services for the project. CEPI, Wyoming Water Development Commission (WWDC) and City of Casper staff have reviewed the work and pricing for CO1 for East Casper Zone III Water System

Improvements
Project, No. 13-38
AHC

a total of \$38,822 and recommend approval. With CO1, the total contract amount with AHC will be \$3,490,694, and contingency funds will be reduced to \$134,178.

Financial Considerations:

Funding for CO1 will be 67% from the WWDC grant and the remaining 33% from City of Casper Water Fund Reserves.

Oversight/Project Responsibility:

Alex Sveda, Associate Engineer

Attachments:

Resolution

CO1

Engineer-recommendation for CO1

CITY OF CASPER
CHANGE ORDER

NO. 001

PROJECT: East Zone 3 Water Improvements DATE OF ISSUANCE: 09-21-2017
 OWNER: City of Casper
 CONTRACTOR: Andreen Hunt Construction, Inc
 ENGINEER: Civil Engineering Professionals, Inc

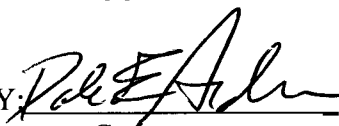
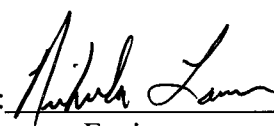
You are directed to make the following changes in the Contract Documents:

Description: Cost increase for needed improvements to existing raw H2O & UL approved panel

Attachments:

CEPI Memo, Contractors change order proposal, product data for UL approved generator tap box

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price: \$3,451,872.00	Original Contract Time: Substantial Completion: June 1, 2018 Final Completion: July 1, 2018
Previous Change Orders No. <u>0</u> to 0 \$0.00	Net change from previous Change Orders (days): 0
Contract Price prior to this Change Order: \$3,451,872.00	Contract Time Prior to this Change Order: Substantial Completion: June 1, 2018 Final completion: July 1, 2018
Net Increase/Decrease of this Change Order: \$38,822.00	Net Increase/Decrease of this Change Order: Substantial = 5 calendar days Final = 0 calendar days
Contract Price with all approved Change Orders: \$3,490,694.00	Contract Time with all approved Change Orders: Substantial completion: June 6, 2018 Final completion: July 6, 2018

ACCEPTED: _____ RECOMMENDED: _____ APPROVED: _____
 BY:  BY:  BY: _____
 Contractor Engineer Owner

Andreen Hunt Const., Inc.

**P.O. Box 1175
Mills, WY 82644**

PROPOSAL

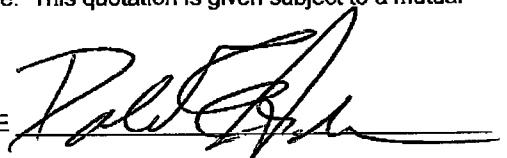
DATE	
8/29/2017	2017-0114

NAME / ADDRESS
CITY OF CASPER. 200 N. DAVID CASPER, WY 82601

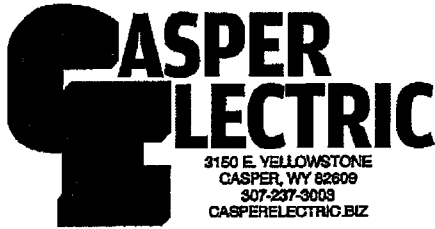
PROJECT
1750 Zone III East

QTY	UNIT	DESCRIPTION	PRICE	TOTAL
		RAW WATER LINE IN TWO DITCHES / ELECTRICAL TAP BOX		
500	LF	12-Inch PVC Waterline - DR 18	43.00	21,500.00
4	EA	Connect to Existing Main	1,300.00	5,200.00
2	EA	Blow Off	4,500.00	9,000.00
1	LS	Electrical Per Quote	3,122.00	3,122.00
TOTAL				\$38,822.00

STIPULATIONS: All work to be completed in a workman-like manner according to standard practices. No work other than that specifically described above will be performed. Any deviations from the specific work described involving extra costs will become an extra charge over and above the estimate. Our workers are fully covered by Worker's Compensation Insurance. This quotation is given subject to a mutual agreement. This proposal is contingent on notice of intent to award a Contract in 15 Days.

SIGNATURE 

ACCEPTED BY: _____ DATE: _____



CHANGE ORDER

CHANGE ORDER 1

SUBMITTED TO: ANDREEN HUNT CONSTRUCTION	JOB NAME TRYSTAR GENERATOR TAP BOX	DATE 09/05/2017
ADDRESS PO BOX 1175	JOB LOCATION EAST CASPER ZONE III	
MILLS, WY 82644	JOB # / PO# VERBAL	DATE OF PLANS
PHONE # 265-1405	FAX #	CONTACT:

CASPER ELECTRIC WILL PROVIDE AND INSTALL UL 1008 ETL LISTED TRYSTAR GENERATOR TAP BOX IN LIEU OF CONTRACT DOCUMENTS SPECIFIED BOX ON DRAWING E2.12. SEE ATTACHED BOM AND SUBMITTAL DRAWING FOR THE TRYSTAR UNIT. THIS CHANGE ORDER IS BEING GENERATED AS A RESULT OF THE CITY REQUESTING THE UL LISTING OF THE UNIT.

HOFFMAN/LEVITON AS SPECIFIED CREDIT (#1,280.00)
 TRYSTAR BOX ADDER \$3,995.00
 TOTAL CHANGE \$2,715.00

THE PRICE TO DO THE ABOVE JOB WILL BE\$2,715.00

THIS PRICE INCLUDES ALL TAXES AND ELECTRICAL PERMITS.
 THIS PRICE DOES NOT INCLUDE ANY POWER COMPANY CHARGES OR FEES.

DUE TO FREQUENT FLUCTUATIONS IN THE PRICING OF CONDUIT, WIRE, AND OTHER MATERIALS, THIS PRICE MAY NEED TO BE ADJUSTED TO COMPENSATE FOR ANY INCREASES THAT MAY OCCUR DURING THE COMPLETION OF THIS JOB.

Note: This Change Order becomes part of and in conformance with the existing contract.

We Agree hereby to make the change (s) specified above at this price		\$2,715.00
Date of Agreement <u>9-5-2017</u>	Previous Contract Amount	
Submitted by <u>Ben W. Hansuld</u>	Revised Contract Total	\$2,715.00
Payment to be made as follows: Monthly Progress Payments		15% OHP 40735 512202

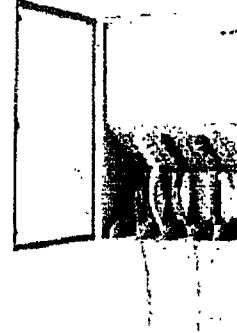
Accepted - The above prices and specifications of this Change Order are satisfactory and are hereby accepted. All work to be performed under same terms and conditions as specified in original contract unless otherwise stipulated.

Authorized Signature _____
 Date of acceptance _____

POWER CONTROL PRODUCTS, INC.

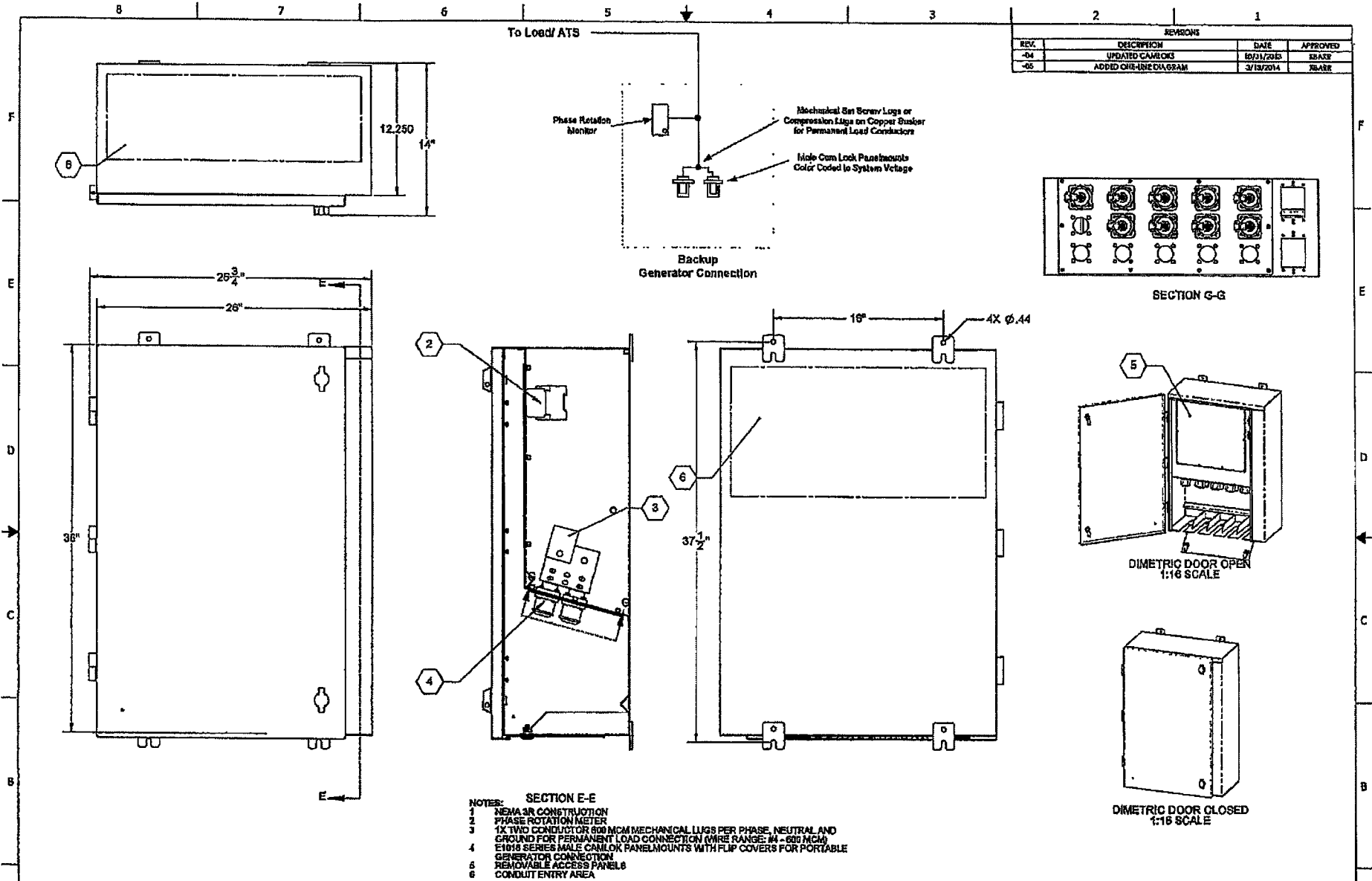
◆Genesee Center I, Suite 220 • 602 Park Point Drive • Golden, Colorado 80401-9370
Tel (303) 526-7800 • Fax (303)526-7799 • E-mail: sales@powercontrol.com

Trystar
Cam-Lock Portable Generator
Docking Station



Date: 8/31/2017
Subject: Trystar Portable Generator Docking Station
Project: East Casper Zone III, Manor Booster

Line	Part Number	Description	Quantity
A	Trystar GDS-045W-LM	<ul style="list-style-type: none">• 400A, 277/480V Trystar Cam-Lock Portable Generator Docking Station• 2 Full Sets of Male Cam-Locks for Portable Generator connection<ul style="list-style-type: none">+ Protective Caps on all Panel Mount Cam-Locks to protect against accidental contact+ Color coded for 277/480 V, 3Ø, 4W & ground• 1 x 2-Conductor #4 to 600MCM Mechanical Lugs/ Ø and full bus bar on permanent connection side• Phase Rotation Monitor on Portable Generator connection• All Aluminum enclosure construction• Wall mounted• Powder coat color: Hammertone Grey• Front padlockable hinged door• Access door will not open unless main door has been opened• Trystar Rake System reduces theft of Portable Power Cables• UL-50 Listed enclosure, NEMA 3R• ETL Listed to UL 1008 standards	1



REVISIONS			
REV.	DESCRIPTION	DATE	APPROVED
-04	UPDATED CANLOCKS	03/31/2013	EBARR
-05	ADDED ONE-LINE DIAGRAM	3/19/2014	EBARR

- NOTES:**
- 1 NEMA 3R CONSTRUCTION
 - 2 PHASE ROTATION METER
 - 3 1X TWO CONDUCTOR 800 MCM MECHANICAL LUGS PER PHASE, NEUTRAL AND GROUND FOR PERMANENT LOAD CONNECTION (WIRE RANGE: 14 - 600 MCM)
 - 4 E1018 SERIES MALE CANLOCK PANELMOUNTS WITH FLIP COVERS FOR PORTABLE GENERATOR CONNECTION
 - 5 REMOVABLE ACCESS PANELS
 - 6 CONDUIT ENTRY AREA

Part Number: GDS-avW-LM

CAPACITY (A)					VOLTAGE RATING			VOLTAGE CODE V IN PART NO.			STANDARD CANLOCK COLOR		
AMPACITY (A)	AMPACITY CODE IN PART NO.	NO. OF CANLOCKS PER PHASE AND NEUTRAL	NO. OF CANLOCKS GROUND	NO. TERMINATIONS PER PHASE (400 MCM)	VOLTAGE RATING	VOLTAGE CODE V IN PART NO.	STANDARD CANLOCK COLOR	GR.	WT.	BR.	OR.	YL.	
X 400	04	2	1	2	X 480/277V (3H + N + G)	5	GR, WT, BR, OR, YL						

NECESSARY AND SUFFICIENT THE INFORMATION CONTAINED IN THIS DRAWING IS THE SOLE PROPERTY OF THE DRAWER. ANY REPRODUCTION IN WHOLE OR IN PART WITHOUT THE WRITTEN PERMISSION OF THE DRAWER IS PROHIBITED.		UNLESS OTHERWISE SPECIFIED DIM ARE IN TOL CH RANGE ± FRACTION ± 1 PL ± 2 PL ± 3 PL ± INTERPRET DIM AND TOL PER THIRD ANGLE PROJECTION		APPROVALS		TITLE		
MATERIAL	FINISH	DRWNG: NSG	DATE: 8/7/2013	ENG:	DATE:	WALL MOUNT GENERATOR DOCKING STATION: 400A 480/277V		
ANSI Gray Powder Coat		CHECKED: NSG	DATE:	DATE:	DATE:	SIZE (PAGE CODE)	DWG. NO.	REV
						C	GDS-D46W-LM	-05
						SCALE: 1:8	WEIGHT: 66.576	SHEET 1 OF 1

Alex Sveda

From: Alex Sveda
Sent: Thursday, September 07, 2017 2:47 PM
To: Nick
Cc: 'Bill Brewer'
Subject: RE: FW: East Zone 3 Water Improvemets Projct

Categories: WWDC

Nick – Please issue a change order for this work.

Thanks,

Alex Sveda, P.E.
Associate Engineer
City of Casper
200 North David St
Casper, WY 82601
P: 307 235-8341
F: 307 234-0709
asveda@casperwy.gov

From: Bill Brewer [mailto:bill.brewer@wyo.gov]
Sent: Thursday, September 07, 2017 2:27 PM
To: Nick <Nick@cepi-casper.com>
Cc: Alex Sveda <asveda@casperwy.gov>
Subject: Re: FW: East Zone 3 Water Improvemets Projct

Nick,

Thanks for the information. The WWDO is acceptable to the change order as documented in this email chain to date.

Thanks Bill

On Thu, Sep 7, 2017 at 1:21 PM, Nick <Nick@cepi-casper.com> wrote:

Bill,

CEPI still recommends replacing the raw water main instead of extending the blowoffs. Although the price was higher than my estimate, I understand why Andreen Hunt wanted to use the bid item prices for this change order and I agree with the cost.

Extending the blow-off in the west ditch (blow-off that is currently operated) will work, but it is not the ideal solution. Primarily because the raw waterlines would be 11'-14' deep and under our 16" Zone 3 waterline. The raw

waterline is a 12" PVC line that was installed in 1992 (25 years old) so it should not have any issues in the foreseeable future; however, if the raw waterline breaks, it could undermine our Zone 3 waterline. It is interesting to note the drainage ditch to the east has not been drained in recent years (since Jason has been operating it and probably longer because he was unaware of a blow-off in this ditch). Jason said he is not aware of any repairs/problems to the waterline in this area; however, in the winter this is a stagnate 12" waterline, approximately 3' deep. It could be compromised if it ever experienced a hard freeze during the winter.

Generator Connection

This is the generator connection to the booster station. There is a detail in the plans regarding this generator connection; however, due to the recent electrical code revision (revision was after the City electrical inspector approved the plans), the City electrical inspector is requiring a UL listed generator connection. Casper Electric was going to build the generator connection as detailed in the plans; however, now they need to purchase a UL listed generator connection and this change order is covering the additional costs.

Let me know if you have additional questions.

Thanks,
Nick

Nick Larsen, P.E.

Civil Engineering Professionals, Inc.
6080 Enterprise Dr.
Casper, WY 82609

Phone: [307-266-4346](tel:307-266-4346)
Fax: [307-266-0103](tel:307-266-0103)
E-mail: nick@cepi-casper.com

From: Bill Brewer [<mailto:bill.brewer@wyo.gov>]
Sent: Thursday, September 07, 2017 9:39 AM
To: Nick
Cc: Alex Sveda
Subject: Re: FW: East Zone 3 Water Improvemets Project

Nick,

For the WWDO I will need an updated Engineering Recommendation on whether the increased cost for replacement of the pipes is still preferred over leaving the pipes in place and just extending the blow-offs.

As far as the Generator tie-in where is this located at? I thought one had been included at the booster station in the plans, but maybe i'm confusing it with another project.

Thanks Bill

On Wed, Sep 6, 2017 at 11:29 AM, Nick <Nick@cepi-casper.com> wrote:

Alex/Bill,

Attached is the change order request for the generator connection box.

Also, how do you want to handle the raw waterline change order, we were planning including the raw waterline and generator connection box in one change order? Below is the text from my last email.

“Andreen Hunt’s price came in higher than my estimate. I incorrectly assumed the 12” PVC (\$43/lf) would be lower than the 16” PVC (\$38/lf); however, we have bid items for the 12” PVC and the Connect to Existing (\$1,300/EA). So I understand why Andreen Hunt wanted to use these prices.

Is it acceptable with both of you to use these bid item prices? If so, let me know how you want to handle the change order. I can prepare a change order as is; or I can prepare a change order for the blow-off and we can overrun the 12” PVC and Connect to Existing Items (these items will be cleaned up in the final clean-up change order).”

Let me know how you want me to proceed with the Change Order.

Thanks,
Nick

Nick Larsen, P.E.

Civil Engineering Professionals, Inc.
6080 Enterprise Dr.
Casper, WY 82609

Phone: [307-266-4346](tel:307-266-4346)

RESOLUTION NO. 17-204

A RESOLUTION AUTHORIZING CHANGE ORDER NO.1 WITH ANDREEN HUNT CONSTRUCTION, INC. (AHC) FOR THE CASPER ZONE III WATER SYSTEM IMPROVEMENTS PROJECT, NO. 13-38.

WHEREAS, AHC is currently under contract with the City of Casper for the Casper Zone III Water System Improvements Project, No. 13-38; and,

WHEREAS, the City of Casper desires additional work related to the Casper Zone III Water System Improvements Project, No. 13-38 in the amount of Thirty-Eight Thousand Eight Hundred Twenty-Two and 00/100 Dollars (\$38,822.00).

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 Change Order No.1 to the agreement between the City of Casper and AHC for Thirty-Eight Thousand Eight Hundred Twenty-Two and 00/100 Dollars (\$38,822.00).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments throughout the project, retaining those amounts prescribed by the agreement, for a total revised contract amount of Three Million Four Hundred Ninety Thousand Six Hundred Ninety-Four and 00/100 Dollars (\$3,490,694.00).

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

October 16, 2017

MEMO TO: J. Carter Napier, City Manager 
FROM: Liz Becher, Community Development Director 
SUBJECT: Contract for Casper Urban Center Strategic Parking Plan

Meeting Type & Date: Regular Council Meeting, November 7, 2017.

Action Type: Resolution

Recommendation:

That Council, by resolution, approve the City of Casper's contract for Professional Services with Kimley-Horn, a firm based in Phoenix, Arizona, for an Urban Center Strategic Parking Plan in the amount not to exceed \$80,000.

Summary:

Pursuant to Council direction, a Request for Proposals (RFP) was released on August 24, 2017 for a strategic parking plan for Casper's urban center. Two consulting firms responded with proposals by the September 15, 2017 deadline. Proposals were reviewed by a selection sub-committee consisting of Councilman Hopkins, Councilman Morgan, Commissioner King, Andrew Beamer, Liz Becher, Craig Collins, Aaron Kloke, and Pamela Jones.

The committee ultimately selected Kimley-Horn to partner with the Metropolitan Planning Organization and the City to complete the Urban Center Parking Strategic Plan based on their demonstrated experience, expertise, and abilities related to parking solutions, and particularly their public engagement ideas and experience. Kimley-Horn is a highly respected engineering firm with a large presence in the West and in Wyoming and has recently completed similar parking plans for Cheyenne, WY, Billings, MT, and Fort Collins, CO.

The proposed Strategic Parking Plan will review assumptions and previous plans and policies, conduct a parking supply and demand analysis, develop parking management and financial models and strategies, provide recommendations for improvements and design standards of downtown streetscapes as they relate to Downtown's public parking, and collect public input and work directly with Downtown and OYD stakeholders.

Funding for this project comes from the Casper Area Metropolitan Planning Organization (MPO) and the City of Casper. The Casper Area Metropolitan Planning Organization Policy Committee approved the funding of \$80,000 for street connectivity solutions using MPO Programs and Projects funds from the federal Consolidated Planning Grant.

The Plan is expected to be complete and presented to City Council by June 2018.

Financial Considerations:

The proposed contract shall not exceed \$80,000.

Oversight/Project Responsibility:

Pamela Jones of the (MPO) and Aaron Kloke in the Planning Division are responsible for the oversight of this project.

Attachments:

Resolution, Contract for Professional Services

CONTRACT FOR PROFESSIONAL SERVICES

PART I - AGREEMENT

THIS AGREEMENT is entered into on this _____ day of _____, 2017, by and between the City of Casper, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming, 82601 hereinafter referred to as the "Owner," and Kimley-Horn and Associates, Inc., 7740 N 16th Street, Suite 300, Phoenix, Arizona 85020, hereinafter referred to as the "Consultant."

WITNESSETH:

WHEREAS, pursuant to this Contract, Owner is undertaking professional services for a Casper Urban Center Parking Plan, hereinafter referred to as the "Plan"; and,

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

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

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

I. SCOPE OF SERVICES.

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

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

II. TIME OF PERFORMANCE:

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

B. The Plan shall be completed on or before June 29, 2018.

III. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Consultant shall be compensated for services performed in accordance with this contract, not to exceed a fee of Seventy-Nine Thousand, Seven Hundred and Five Dollars (\$79,795). Consultant's hourly rates used as a basis for payment mean salaries and wages (basic and incentive) paid to all Consultant's personnel engaged directly on the Plan, including, but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical and business personnel; plus the total cost of customary and statutory benefits. Invoices shall be accepted upon successful completion and acceptance of each task by the City in writing.

It is understood that Owner will retain Three Thousand, Nine Hundred and Ninety Dollars (\$3,990) of the contract total until the Community Development Director provides written notice of final acceptance of the Plan.

IV. METHOD OF PAYMENT:

Payment will be made following receipt of an itemized invoice of services rendered in conformance with this Agreement from the Consultant, and following approval by the City Council. Consultant shall submit an invoice for payment specifying that it has performed the services rendered under this Contract, in conformance with this Contract and that it is entitled to receive the amount requested under the terms of this 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.

V. TERMS AND CONDITIONS:

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

Exhibit A: Scope of Services

Exhibit B: MPO Policy Committee Approval

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

Exhibit D: Certification of Consultant

Exhibit E: Certification of Agent

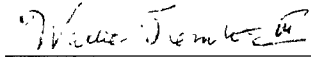
Exhibit F: Certification of Suspension or Debarment

VI. EXTENT OF AGREEMENT:

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

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

APPROVED AS TO FORM:



ATTEST:

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

Fleur D. Tremel
City Clerk

Kenyne Humphrey
Mayor

WITNESS:

By: T.J. Burns

Printed name: DENNIS BURNS

Title: Reg. Vice President

Kimley-Horn and Associates, Inc., as
Consultant:

By: 

Printed name: Michael J. Hermann

Title: Senior Vice President

CONTRACT FOR PROFESSIONAL SERVICES
PART II - GENERAL TERMS AND CONDITIONS

- A. **Assumption of Risk.** The Consultant shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to the Consultant's failure to comply with state or federal requirements. Owner shall notify the Consultant of any state or federal determination of noncompliance.
- B. **Conflict of Interest.** Per 2 CFR 200.112, the Consultant must disclose in writing any potential conflict of interest to Owner including financial or other personal interests.
- C. **Environmental Policy Acts.** The Consultant agrees all activities under this Agreement will comply with the Clean Air Act, the Clean Water Act, the National Environmental Policy Act, and other related provisions of federal environmental protection laws, rules or regulations.
- D. **Human Trafficking.** As required by 22 U.S.C. § 7104(g) and 2 CFR Part 175, this Agreement may be terminated without penalty if a private entity that receives funds under this Agreement:
 - a. Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
 - b. Procures a commercial sex act during the period of time that the award is in effect; or
 - c. Uses forced labor in the performance of the award or subawards under the award.
- E. **Kickbacks.** The Consultant certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this Agreement, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Agreement. If the Consultant breaches or violates this warranty, the Owner may, at its discretion, terminate this Agreement without liability to the Owner, or deduct from the agreed upon price or consideration, or otherwise recover, the full amount of any gratuity, kickback, commission, percentage, brokerage, or contingency fee.
- F. **Limitations on Lobbying Activities.** By signing this Agreement, the Consultant certifies and agrees that, in accordance with P.L. 101-121, payments made from a federal grant shall not be utilized by the Consultant or its subcontractor in connection with lobbying member(s) of Congress, or any federal agency in connection with the award of a federal grant, contract, cooperative agreement, or loan.

- G. **Mandatory Disclosures.** Per 2 CFR 200.113, the Consultant must disclose, in a timely manner, in writing to the Owner, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting this award. Failure to make required disclosures can result in remedies for noncompliance including suspension or debarment.
- H. **Monitoring Activities.** The Owner shall have the right to monitor all activities related to this Agreement that are performed by the Consultant or its subcontractors. This shall include, but not be limited to, the right to make site inspections at any time and with reasonable notice; to bring experts and consultants on site to examine or evaluate completed work or work in progress; to examine the books, ledgers, documents, papers, and records pertinent to this Agreement; and, to observe personnel in every phase of performance of the related work.
- I. **Nondiscrimination.** The Consultant shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105, *et seq.*), the Americans with Disabilities Act (ADA), 42 U.S.C. § 12101, *et seq.*, and the Age Discrimination Act of 1975 and any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this Agreement.
- J. **No Finder's Fees.** No finder's fee, employment agency fee, or other such fee related to the procurement of this Agreement, shall be paid by either party.
- K. **Publicity.** Any publicity given to the program or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Consultant and related to the services and work to be performed under this Agreement, shall identify the Owner as the sponsoring agency and shall not be released without prior written approval of the Owner.
- L. **Suspension and Debarment.** By signing this Agreement, the Consultant certifies that neither it nor its principals/agents are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction or from receiving federal financial or nonfinancial assistance, nor are any of the participants involved in the execution of this Agreement suspended, debarred, or voluntarily excluded by any federal department or agency in accordance with Executive Order 12549 (Debarment and Suspension), 44 CFR Part 17, or 2 CFR Part 180, or are on the debarred, or otherwise ineligible, vendors lists maintained by the federal government. Further, the Consultant agrees to notify the Owner by certified mail should it or any of its principals/agents become ineligible for payment, debarred,

suspended, or voluntarily excluded from receiving federal funds during the term of this Agreement.

- M. **Administration of Federal Funds.** The Consultant agrees its use of the funds awarded herein is subject to the Uniform Administrative Requirements of 2 CFR Part 200, *et seq.*; any additional requirements set forth by the federal funding agency; all applicable regulations published in the Code of Federal Regulations; and other program guidance as provided to it by the Owner.
- N. **Copyright License and Patent Rights.** The Consultant acknowledges that federal grantor, the State of Wyoming, and the Owner reserve a royalty-free, nonexclusive, unlimited, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for federal and state government purposes: (1) the copyright in any work developed under this Agreement; and (2) any rights of copyright to which the Consultant purchases ownership using funds awarded under this Agreement. The Consultant must consult with the Owner regarding any patent rights that arise from, or are purchased with, funds awarded under this Agreement.
- O. **Federal Audit Requirements.** The Consultant agrees that if it expends an aggregate amount of seven hundred fifty thousand dollars (\$750,000.00) or more in federal funds during its fiscal year, it must undergo an organization-wide financial and compliance single audit. The Consultant agrees to comply with the audit requirements of the U.S. General Accounting Office Government Auditing Standards and Audit Requirements of 2 CFR Part 200, Subpart F. If findings are made which cover any part of this Grant, the Consultant shall provide one (1) copy of the audit report to the Owner and require the release of the audit report by its auditor be held until adjusting entries are disclosed and made to the Owner's records.
- P. **Non-Supplanting Certification.** The Consultant hereby affirms that federal grant funds shall be used to supplement existing funds, and shall not replace (supplant) funds that have been appropriated for the same purpose. The Consultant should be able to document that any reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds under this Agreement.
- Q. **Program Income.** The Consultant shall not deposit grant funds in an interest bearing account without prior approval of the Owner. Any income attributable to the grant funds distributed under this Agreement must be used to increase the scope of the program or returned to Owner.
- R. **Amendments.** Any changes, modifications, revisions, or amendments to this Agreement which are mutually agreed upon by the parties to this Agreement shall be incorporated by written instrument, executed and signed by all parties to this Agreement.

- S. **Applicable Law, Rules of Construction, and Venue.** The construction, interpretation, and enforcement of this Agreement shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms “hereof,” “hereunder,” “herein,” and words of similar import, are intended to refer to this Agreement as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming if the State of Wyoming is a named or joined party, otherwise venue shall be 7th Judicial District, Natrona County, Wyoming.
- T. **Assignment/Agreement Not Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this Agreement without the prior written consent of the other party. The Consultant shall not use this Agreement, or any portion thereof, for collateral for any financial obligation without the prior written permission of the Owner.
- U. **Audit/Access to Records.** The Owner and its representatives shall have access to any books, documents, papers, electronic data, and records of the Consultant which are pertinent to this Agreement. The Consultant shall immediately, upon receiving written instruction from the Owner, provide to any independent auditor or accountant all books, documents, papers, electronic data, and records of the Consultant which are pertinent to this Agreement. The Consultant shall cooperate fully with any such independent auditor or accountant during the entire course of any audit authorized by the Owner.
- V. **Availability of Funds.** Each payment obligation of the Owner is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation and which may be limited for any reason including, but not limited to, congressional, legislative, gubernatorial, or administrative action. If funds are not allocated and available for continued performance of the Agreement, the Agreement may be terminated by the Owner at the end of the period for which the funds are available. The Owner shall notify the Consultant at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the Owner in the event this provision is exercised, and the Owner shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.
- W. **Award of Related Agreements.** The Owner may award supplemental or successor Agreements for work related to this Agreement. The Consultant shall cooperate fully with other contractors and the Owner in all such cases.
- X. **Certificate of Good Standing.** The Consultant shall provide to the Owner a Certificate of Good Standing verifying compliance with all applicable unemployment

insurance and workers' compensation programs before and during performance of work under this Agreement, if applicable.

- Y. **Compliance with Laws.** The Consultant shall keep informed of and comply with all applicable federal, state, and local laws and regulations, and all federal grant requirements and executive orders in the performance of this Agreement.
- Z. **Confidentiality of Information.** All documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Consultant in the performance of this Agreement shall be kept confidential by the Consultant unless written permission is granted by the Owner for its release. If and when the Consultant receives a request for information subject to this Agreement, the Consultant shall notify the Owner within ten (10) days of such request and shall not release such information to a third party unless directed to do so by the Owner, or a court of competent jurisdiction.
- AA. **Entirety of Agreement.** This Agreement, consisting of seventeen (17) pages; Exhibit A, Scope of Services, consisting of ten (10) pages; Exhibit B, MPO Policy Committee Approval, consisting of one (1) page; Exhibit C, Notice to Consultant – Compliance with Title VI of the Civil Rights Act of 1984 for Federal-Aid Contracts, consisting of two (2) pages; Exhibit D, Certification of Consultant, consisting of one (1) page; Exhibit E, Certificate of Agent, consisting of one (1) page; and Exhibit F, Certification of Suspension or Debarment, consisting of one (1) page, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this Agreement and the language of any attachment or document incorporated by reference, the language of this Agreement shall control.
- BB. **Ethics.** The Consultant shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, *et seq.*) and any and all ethical standards governing the Consultant's profession.
- CC. **Extensions.** Nothing in this Agreement shall be interpreted or deemed to create an expectation that this Agreement will be extended beyond the term described herein. Any extension of this Agreement shall be initiated by the Owner and shall be accomplished through a written amendment between the parties entered into before the expiration of the original Agreement or any valid amendment thereto, and shall be effective only after it is reduced to writing and executed by all parties to the Agreement.
- DD. **Force Majeure.** Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and

without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.

- EE. **Indemnification.** The Consultant shall release, indemnify, and hold harmless the Owner and the State of Wyoming, and their officers, agents, employees, successors, and assignees from any and all claims, lawsuits, losses, and liability arising out of the Consultant's failure to perform any of the Consultant's duties and obligations hereunder or in connection with the negligent performance of the Consultant's duties or obligations, including, but not limited to, any claims, lawsuits, losses, or liability arising out of the Consultant's negligence or other tortious conduct.
- FF. **Independent Contractor.** The Consultant shall function as an independent contractor for the purposes of this Agreement and shall not be considered an employee of the Owner and the State of Wyoming for any purpose. Consistent with the express terms of this Agreement, the Consultant shall be free from control or direction over the details of the performance of services under this Agreement. The Consultant shall assume sole responsibility for any debts or liabilities that may be incurred by the Consultant in fulfilling the terms of this Agreement and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Agreement. Nothing in this Agreement shall be interpreted as authorizing the Consultant or its agents or employees to act as an agent or representative for or on behalf of the Owner and the State of Wyoming or to incur any obligation of any kind on the behalf of the Owner and the State of Wyoming. The Consultant agrees that no health/hospitalization benefits, workers' compensation, unemployment insurance, or similar benefits available to State of Wyoming employees will inure to the benefit of the Consultant or the Consultant's agents or employees as a result of this Agreement.
- GG. **Notices.** All notices arising out of, or from, the provisions of this Agreement shall be in writing either by regular mail or delivery in person at the addresses provided under this Agreement.
- HH. **Notice of Sale or Transfer.** The Consultant shall provide the Owner with notice of any sale, transfer, merger, or consolidation of the assets of the Consultant. Such notice shall be provided in accordance with the notices provision of this Agreement and, when possible and lawful, in advance of the transaction. If the Owner determines that the sale, transfer, merger, or consolidation is not consistent with the continued satisfactory

performance of the Consultant's obligations under this Agreement, then the Owner may, at its discretion, terminate or renegotiate the Agreement.

- II. **Ownership and Destruction of Documents/Information.** The Owner owns all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Consultant in the performance of this Agreement. Upon termination of services, for any reason, the Consultant agrees to return all such original and derivative information/documents to the Owner in a useable format. In the case of electronic transmission, such transmission shall be secured. The return of information by any other means shall be by a parcel service that utilizes tracking numbers. Upon the Owner's verified receipt of such information, the Consultant agrees to physically and electronically destroy any residual Owner-owned data, regardless of format, and any other storage media or areas containing such information. The Consultant agrees to provide written notice to the Owner confirming the destruction of any such residual Owner-owned data.
- JJ. **Patent or Copyright Protection.** The Consultant recognizes that certain proprietary matters or techniques may be subject to patent, trademark, copyright, license, or other similar restrictions, and warrants that no work performed by the Consultant or its subcontractors will violate any such restriction. The Consultant shall defend and indemnify the Owner for any violation or alleged violation of such patent, trademark, copyright, license, or other restrictions.
- KK. **Prior Approval.** This Agreement shall not be binding upon either party, no services shall be performed, and the Wyoming State Auditor shall not draw warrants for payment, until this Agreement has been fully executed, approved as to form by the Office of the Attorney General, filed with and approved by A&I Procurement, and approved by the Governor of the State of Wyoming, or his designee, if required by Wyo. Stat. § 9-2-1016(b)(iv).
- LL. **Proof of Insurance.** The Consultant shall not commence work under this Agreement until it has obtained all the insurance required by the Owner and the State of Wyoming and such insurance has been approved by the Owner and the State of Wyoming. Approval of insurance by the Owner and the State of Wyoming shall not relieve or decrease the liability of the Consultant. The Consultant shall file a Certificate of Insurance with the Owner verifying each type of coverage required.
- a. **Workers' Compensation and Employer's Liability Insurance.** The Consultant shall provide the Owner with a Certificate of Good Standing or other proof of workers' compensation coverage for all its employees who are to work on the project described in this Agreement. The Consultant's coverage shall be under the Wyoming Department of Workforce Services' workers' compensation

program if statutorily required or such other private workers' compensation insurance, as appropriate. Non-Wyoming Consultant's insurance coverage shall also include Employer's Liability "Stop Gap" coverage, in an amount not less than five hundred thousand dollars (\$500,000.00) per employee for each accident and disease. The Consultant shall also supply proof of workers' compensation and employers' liability insurance, if required, for each and every subcontractor prior to allowing that subcontractor on the job site.

- b. Commercial General Liability Insurance. The Consultant shall provide commercial general liability insurance coverage, during the entire term of this Agreement, against claims arising out of bodily injury, death, damage to or destruction of the property of others, including loss of use thereof, and including underground collapse and explosion, and products and completed operations, in an amount not less than five hundred thousand dollars (\$500,000.00) per occurrence and one million dollars (\$1,000,000.00) general aggregate.
- c. Business Automobile Liability Insurance. The Consultant shall maintain during the entire term of this Agreement automobile liability insurance in an amount not less than five hundred thousand dollars (\$500,000.00) per occurrence.
- d. Unemployment Insurance. The Consultant shall be duly registered with the Department of Workforce Services and obtain such unemployment insurance coverage as required. Such coverage shall be maintained throughout the duration of this Agreement. The Consultant shall supply the Owner with a Certificate of Good Standing or other proof of unemployment insurance coverage for itself and each and every subcontractor prior to beginning work under this Agreement and at any time upon request of the Owner.
- e. Payment of Premiums and Notice of Revocation. All policies required under this Agreement shall be in effect for the duration of this Agreement. All policies shall be primary and not contributory. The Consultant shall pay the premiums on all insurance certificates which must include a clause stating that the insurance may not be revoked, canceled, amended, or allowed to lapse until the expiration of at least thirty (30) days advance written notice to the Owner.
- f. The Owner May Insure for Contractor. In case of a breach of any provision of this Section, the Owner or the State may, at the Owner's or State's option, purchase and maintain, at the expense of the Consultant, such insurance in the name of the Consultant, or subcontractor, as the Owner or the State may deem proper and may deduct the cost of taking out and maintaining such insurance from any sums which may be due or become due to the Consultant under this Agreement.

- g. **The Owner's Right to Reject.** The Owner reserves the right to reject a certificate of insurance if the Consultant's insurance company is widely regarded in the insurance industry as financially unstable.
- h. **The Owner's Right to Contact Insurer.** The Owner shall have the right to consult with the Consultant's insurance agent for disclosure of relevant policy information. Relevant information includes, but is not limited to:
 - i. Exclusions from coverage;
 - ii. Claims in progress which could significantly reduce the annual aggregate limit; and
 - iii. Any applicable deductible amounts.

If the policy is a "claims made" policy instead of an "occurrence" policy, the information provided shall include, but not necessarily be limited to, retroactive dates and extended reporting periods or tails.

- i. **Subcontractors.** The insurance requirements set out above apply to all subcontractors. It is the Consultant's responsibility to ensure that its subcontractors meet these insurance requirements. The Owner has the right to review the insurance certificates of any and all subcontractors used by the Consultant.

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

NN. **Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-101 *et seq.*, the State of Wyoming and the Owner expressly reserve sovereign and governmental immunity by entering into this Agreement and specifically retain all immunities and defenses available to them. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign and governmental immunity. The parties further acknowledge that there are constitutional and statutory limitations on the authority of the Owner or the State of Wyoming and its agencies or instrumentalities to enter into certain terms and conditions supplied by the Contractor, including, but not limited to, the following: liability for damages; choice of law; conflicts of law; venue and forum-selection clauses; defense or control of litigation or settlement; liability for acts or omissions of third parties; payment of attorneys' fees or costs; additional insured provisions; dispute resolution, including, but not limited to, arbitration; indemnification of another party; and confidentiality. Any such provisions in the Agreement, or in any attachments or

documents incorporated by reference, will not be binding on the Owner or the State of Wyoming except to the extent authorized by the laws and Constitution of the State of Wyoming. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign or governmental immunity. The parties agree that any ambiguity in this Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to sovereign immunity shall be construed in favor of sovereign or governmental immunity.

- OO. **Taxes.** The Consultant shall pay all taxes and other such amounts required by federal, state, and local law, including, but not limited to, federal and social security taxes, workers' compensation, unemployment insurance, and sales taxes.
- PP. **Termination of Agreement.** This Agreement may be terminated, without cause, by the Owner upon thirty (30) days' written notice. This Agreement may be terminated by the Owner immediately for cause if the Consultant fails to perform in accordance with the terms of this Agreement.

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

- QQ. **Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties, and obligations contained in this Agreement shall operate only between the parties to this Agreement and shall inure solely to the benefit of the parties to this Agreement.
- RR. **Time is of the Essence.** Time is of the essence in all provisions of this Agreement.
- SS. **Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Agreement.
- TT. **Waiver.** The waiver of any breach of any term or condition in this Agreement shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.
- UU. **Personnel.** The Consultant represents that it has, or will secure, all personnel required in performing the services under this Contract. Such personnel shall not be employees of the City of Casper. All of the services required hereunder shall be performed by the

Consultant, or under its supervision, and all personnel engaged in the work shall be fully qualified. All personnel employed by Consultant shall be employed in conformity with applicable state or federal laws

- VV. **Personnel Changes.** The City of Casper reserves the right to re-negotiate or terminate the contract if there is a change in 33% or more of the Consultant's key personnel or with any change with the Consultant's Project Manager. In addition, the City may remove any key personnel from the Consultant's team if that person is deemed unsuitable or a hindrance to the cooperative completion of the project.
- WW. **Technical.** The Consultant shall provide a single point of contact to address technical issues and the distribution and receipt of data. Likewise, the City will provide a single technical contact to assure follow-through on deliverables. All GIS-based data will be disseminated and returned by Consultant in a standardized format (as defined by City IT Staff) that can easily be integrated with existing City of Casper data.
- XX. **Wyoming Governmental Claims Act.** The Owner does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 *et seq.*, and the Owner specifically reserve the right to assert any and all rights, immunities, and defenses it may have pursuant to the Wyoming Governmental Claims Act.
- YY. **Subconsultant.** The Consultant shall not employ any Subconsultant to perform any services in the scope of this Plan, unless said Subconsultant is approved in writing by the Owner. Said Subconsultant shall be paid by the Consultant.
- ZZ. **Assignability.** The Consultant shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the Owner: provided, however, that claims for money due or to become due the Consultant under this 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 Owner.
- AAA. **Equal Employment Opportunity.** In carrying out the program, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. The Consultant shall take affirmative action to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, or disability. Such action shall include, but not be limited to the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant shall post in conspicuous places,

available to employees and applicants for employment, notices to be provided by the government setting forth the provisions of this nondiscrimination clause. The Consultant shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or disability.

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

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

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

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

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

Casper MPO/City of Casper – Urban Center Parking Plan Exhibit “A” – Scope of Services

The following Exhibit summarizes the proposed project scope for the Casper Urban Center Parking Plan per the Kimley-Horn and Associates proposal dated September 15, 2017.

Task 1 – Project Start-Up

The Consultant will develop an initial Request for Information (RFI) which will get the Consultant team well-grounded in the project background before the first project visit to the downtown. After receiving the Notice to Proceed (NTP), the Consultant will work with the City to finalize project team roles and responsibilities, prepare the final scope of services and contract, identify data collection efforts and teaming, and develop an overall public outreach plan. The Consultant will begin defining the public outreach plan for the project during this initial site visit, including the identification of key stakeholders, focus groups for extended outreach, and a plan to incorporate public input from multiple channels including residents, business owners, and visitors.

Deliverables:

- 1) Finalized scope of work and schedule; identification of roles and project tasks

Task 2 – Community Engagement Process

One major element of the City/Metropolitan Planning Organization (MPO) Parking Plan is to develop and implement a comprehensive community engagement process. As noted previously, the Consultant will work with the City to identify key public engagement events that senior-level staff will attend. This will include an optional multi-day advisory panel process if authorized. The Consultant will build in other project task meetings around these public meetings to get the most value out of each project trip. Specific meetings, with detailed agendas, will be developed in collaboration with City staff in advance to maximize the value and productivity of each visit.

Task 2.1 – Stakeholder Engagement and Project Communications/Implementation Plan

This important project task will be led by Vanessa Solesbee, President of the Solesbee Group. Meetings, as part of the Parking Plan process, shall include:

1. Key project management team meetings
2. Technical Advisory Committee meetings
3. Community-wide public meetings
4. Focus group meetings
5. Municipal Council work sessions

This preliminary meeting list will be refined through discussions with City staff and the technical advisory committee. The Consultant’s proposed approach includes four project trips. The Consultant will work with the City project team to define times and appropriate subject matter to best fit the process and budget.

The Consultant's community engagement refinement process includes the following steps:

- 1) Develop a stakeholder engagement and education strategy.
 - a) Review existing materials, plans, and studies related to stakeholder engagement, communications, educational campaigns, and special projects
 - b) Develop a comprehensive stakeholder engagement strategy including identification of appropriate formats (i.e., focus groups, town-hall-style forums, individual interviews, survey tools)
 - c) Conduct stakeholder engagement meetings and outreach
 - d) Conduct stakeholder engagement sessions in the preferred process identified with City staff, which will include:
 - i) Targeted stakeholder focus groups
 - ii) Property owners, realtors, developers
 - iii) Business owners, merchants, restaurants/ bars/nightlife
 - iv) Arts/culture/entertainment venues
 - v) Downtown and University residents
 - vi) University staff
 - vii) Neighborhood associations
 - viii) Downtown associations and area chambers
 - e) Town-hall-style public meetings
 - i) Individual interviews
 - ii) Online survey
 - iii) New and social media outreach strategies
- 2) Information and data collected from the stakeholder outreach methodologies of choice will be collected, documented, and analyzed. Findings from the data will be presented in a written report that will outline the key themes and suggested messaging strategies that support the larger project objectives.
- 3) Information gathered through stakeholder out-reach will provide a foundation for the creation of a Strategic Communications Plan that will identify traditional and new media communication tools and partnerships. This will keep the public and key user groups informed through the duration of the Parking Plan project and into implementation of new parking strategic plan solutions.
- 4) Strategic communications, marketing, and implementation plan.
 - a) Develop a project-based communication plan that guides City staff and leadership through identification of communication vehicles, user groups, and media relations strategies to keep stakeholders informed, educated, and to build excitement about the Parking Plan project.
 - b) Strategies will be developed specifically for targeted market segments and identified user groups. Items to be addressed in the Parking Plan include the following:
 - i) Clear identification of target audiences and unique messaging strategies to reach those audiences
 - ii) Tactical recommendations for communications, media relations, and marketing efforts according to the priorities set in the plan including, but not limited to:
 - (1) Project messaging
 - (2) Media relations strategies

- (3) Stakeholder relations/engagement vehicles
- (4) Parking Plan educational campaign recommendations
- (5) Public relations and communications strategies
- (6) Web presence including social/new media

5) Implementation strategy

- a) The final step is a detailed implementation plan that provides recommendations for putting the primary plan recommendations into action.
- b) Recommendations will be broken down to offer short-, mid-, and long-term implementation strategies. The final plan will also provide budget estimates for suggested strategies.

Deliverables:

- 1) A Strategic Communications and Implementation Plan including an in-depth summary report of community engagement process results

Task 2.2 – Parking Surveys

Several types of surveys will be conducted within the parameters of the Parking Plan, including:

- 1) Business Owner/Operator Survey – determines perceptions, attitudes, and preferences related to parking and its impacts on downtown business
- 2) Customer Survey – determines the parking needs and concerns of the downtown consumer or visitor
- 3) Resident Survey – determines specific neighborhood and overflow parking concerns within the community

These survey types are beneficial to the project, allowing the Consultant and City project teams to better understand the needs of the parking user. As the Consultant and the City develop the project scope and work plan, the Consultant will determine the exact approach to surveying, collecting, and analyzing user input.

Deliverables:

- 1) Survey questions; online survey setup and hosting; summary documentation; presentation to City project team/stakeholders

Task 3 – Data Analysis/Limited Parking Supply/Demand Assessment

Reviewing existing conditions is critical for the Parking Plan and will allow the Consultant and the City to better understand existing parking assets, usage patterns, and overall parking demand needs for the community. The existing conditions review will be a collaborative process between the Consultant and the City. The initial kickoff and scoping meetings will define the availability of existing data and needed data collection activities that will be required.

Task 3.1 – Review of Existing Plans and Policies

At the outset of the project, the Consultant will review and summarize previous planning studies that provide guidance for both downtown and community development and the overall parking system. The Consultant will

document key findings, recommendations, goals, and objectives from each of the studies to help formulate the direction of the Parking Plan.

Deliverables:

- 1) Summary document; presentation and discussion to City project team/stakeholders

Task 3.2 – Data Analysis

Proper data collection is the foundation of any good parking study and can vary from simple inventories to largescale turnover and occupancy analysis. The following items will be included as part of the Parking Plan:

- 1) **Parking Inventory** – This effort includes parking inventory counts for the downtown area including public and private parking assets. This will help the project team better understand the overall distribution of available parking and the location of specific parking types such as on- and off-street supply, residential parking, permit management areas, accessible parking, reserved and non-reserved contract parking, high-turnover retail and restaurant spaces, and more. Results will be illustrated in charts and maps that show the number and location of public and private parking spaces in the downtown area. The Consultant will also input this data directly into ArcGIS files.
- 2) **Parking Occupancy Counts** – This effort will assess parking space utilization for downtown including documenting hourly utilization patterns throughout the area for public on- and off-street spaces. This effort will include parking occupancy counts during normal enforcement hours for both weekday and weekend periods. Full details and collection parameters will be developed during scoping and project kickoff. Results will be illustrated in charts and maps that show the level of occupancy by block for different times of day.
- 3) **Parking Turnover and Duration Study** – This effort will assess the hourly turnover of a limited number of high-demand/short-term parking spaces. The Consultant will document results in charts and heat map graphics that show the number of vehicles that are accommodated and hourly turnover by type of space.

Task 3.3 – Future Demand Projections

- 1) **Future Parking Demand Projections** - The Consultant will work with the MPO/City to assess future development opportunities and trends as the basis for creating future parking demand projections and options for addressing parking needs with the study's planning horizon.

The Consultant will use the field data collected as part of this task to calibrate parking demand evaluations, develop recommendations, set policies, and provide the general framework for the Parking Plan and a strategic action plan for future parking improvements. This data will be especially helpful as the team measures potential economic impacts of parking rate increases or measures to better balance the overall occupancy and usage of the parking system.

The Consultant will also analyze land use data for the study area (provided by the City) to complement and inform the parking supply/demand assessment. The Consultant will work with City planners to identify parcels within the study area and will use tax parcel assessments to identify actual land uses within the study area.

Deliverables:

- 1) Inventory of parking spaces; occupancy data collection; turnover/duration data collection; parking duration violations; data collection summary document; presentation to City project team/ stakeholders.

Task 4 – Issue Analysis

Following the completion of Tasks 2 and 3, the Consultant and the City will have sufficient information to begin pinpointing critical issues and parking-related problems facing the community. The Consultant will use several benchmarking methods to help the City understand the issues and move forward into the development of strategies and recommendations. These include:

- 1) Peer city reviews
- 2) Parking management benchmarking
- 3) Market-based parking requirements
- 4) Review of technology innovations
- 5) Parking management best practices

Task 4.1 – Identification of High-Priority Issues

After documenting existing conditions, the Consultant will present its findings to the City project team. The Consultant will work with the City to collaboratively develop a list of high-priority issues and a methodology for issue assessment and prioritization. Next steps include developing problem statements for each high-priority issue, evaluating the impacts and needs for each issue, and developing a final list of prioritized issues. This analysis will be used to develop specific recommendations and to understand needed project phasing and implementation measures. The Consultant will identify specific issues and concerns, categorize similar or related issues, and provide examples of innovative solutions that have been applied to similar issues around the country.

Deliverables:

- 1) List of prioritized issues; presentation and discussion to the City project team/stakeholders

Task 4.2 – Peer City Review

As part of the issues evaluation, the Consultant will interview comparable peer cities with similar issues or that have implemented unique improvements that might be applicable to the City. The Consultant will work with the City to define six cities that are either similar in size, context, or issues to Casper, or that offer unique insights into the implementation of new and unique parking management solutions. After completing a peer city review, the Consultant will present the findings from each identified community and provide examples that the project technical advisory group can draw on to make decisions related to specific parking management strategies.

Deliverables:

- 1) Peer city review; presentation to City project team/ stakeholders; documentation in Draft and Final Report

Task 4.3 – Innovative Parking Management Strategies

Prior to developing specific parking management strategies for the City, the Consultant will research and review parking management best practices in use throughout the U.S. and internationally. Review materials will include expert opinions, best practices, case studies, and practical applications of parking management strategies.

Deliverable:

- 1) Parking Best Management Practices Document

Task 4.4 – Identification of Preliminary Solutions

The Consultant will present a series of preliminary recommendations intended to address the specific issues identified for the community. These preliminary recommendations will be for discussion purposes and will give the City the opportunity to evaluate and discuss various solutions prior to fully analyzing and finalizing recommendations.

Deliverables:

- 1) Development of preliminary solutions; presentation to City project team/stakeholders

Task 4.5 – Funding Strategies

The Consultant will identify a range of potential funding strategies, including the potential of creating a parking benefit district or other innovative strategies, to support implementation of recommended action items. The Consultant will identify pros and cons, implications of their use, and run high-level assessment scenarios to determine how much various funding strategies would generate.

Deliverables:

- 1) Funding strategies matrix and analysis; presentation to City project team/stakeholders

Task 5 – Recommendations

Following the completion of Tasks 1 – 4, the Consultant will work with the City to define and finalize project recommendations. Recommendations will include:

- 1) Provide tools and examples to assist with the development or refinement of parking policies
- 2) Identification and assessment of implementation actions
- 3) Programmatic implications of new parking policies and programs
- 4) Financing methods and/or processes to fund new parking innovations

In conjunction with developing recommendations, the Consultant will help the City revise the parking system’s vision, goals, and principles so that they are more closely aligned with the City’s overall vision and direction and are consistent with the approaches and recommendations outlined as part of this process. General recommendations will include new or revised policies and plans, changes, or additions to parking regulations; new or improved parking program initiatives (including new parking technology); and procedures or strategies for maximizing parking utilization and achieving the City’s overall parking management goals.

The Consultant will present recommendations in a project action plan that identifies key responsibilities, funding options and mechanisms, phasing and timeline projections, and the prioritization of recommendations and strategies. In some cases, the action plan will identify existing or new resources that will be needed to implement the recommendations.

Deliverable:

- 1) Recommended project action plan presented to City project team/stakeholders

Task 6 – Preparation of Draft Parking Plan

The Consultant will document findings and methodology in a draft Parking Plan. The Parking Plan will be presented to the City project team for discussion and review. The Consultant will distribute copies to City staff reviewers.

Typically, these documents will contain the following:

- 1) Project purpose
- 2) Planning context
- 3) Summary of existing conditions
- 4) Current parking adequacy assessment
- 5) Projected parking demand
- 6) Summary of community feedback
- 7) Issues analysis discussion
- 8) Recommendations
- 9) Primary and secondary action plans
- 10) Appendices/parking management tool box

The draft report will be summarized and presented to the City and other appropriate stakeholder groups for feedback.

Deliverables:

- 1) Draft Parking Plan; City project team/stakeholder presentations

Task 7 – Preparation of Final Parking Plan

Following the review and compilation of comments from the City project team related to the draft Parking Plan, the Consultant will revise the report and finalize the Parking Plan.

Deliverable:

- 1) Final Parking Plan

Summary of Proposed Project Trips

The Consultant will attend four (4) on-site project trips as outlined below:

1. Project Kick-Off Trip
 - a. This will be a one day trip attended by project manager Dennis Burns and Community Engagement lead Vanessa Solesbee.
 - b. The Consultant will work with the City to finalize project team roles and responsibilities, prepare the final scope of services and contract, identify data collection efforts and teaming, and develop an overall public outreach plan.
2. Data Collection Trip
 - a. This multi-day trip will be focused on collecting parking inventory and utilization data. This trip will be conducted by Kevin White and support staff.
 - b. Key objectives to be accomplished on this trip include:
 - i. Parking Inventory – This effort includes parking inventory counts for the downtown area including public and private parking assets.
 - ii. Parking Occupancy Counts – This effort will assess parking space utilization for downtown including documenting hourly utilization patterns throughout the area for public on- and off-street spaces.
 - iii. Parking Turnover and Duration Study – This effort will assess the hourly turnover of a limited number of high-demand short-term parking spaces.
3. Community Engagement/Issues Identification Trip
 - a. This multi-day trip will be attended by project manager Dennis Burns and Community Engagement lead Vanessa Solesbee.
 - b. Meetings, as part of the Parking Plan process, shall include:
 - i. Key project management team meetings
 - ii. Technical Advisory Committee meetings
 - iii. Community-wide public meetings
 - iv. Focus group meetings
 - v. Municipal Council work sessions
 - c. This preliminary meeting list will be refined through discussions with City staff and the technical advisory committee.
 - d. If the optional advisory panel process is authorized, the panel process will be incorporated into this project trip.
4. Draft Report Presentation Trip
 - a. This final project trip will be to present the draft or final project report and key findings. A summary PowerPoint presentation will be developed for presentation to the appropriate community group or groups.

This will be a one day trip led by project manager Dennis Burns.



LEGEND 📍 NTP ■ Task Duration ① Meeting ★ Deliverable

PROJECT FEES

- This project will be billed as a lump sum project, plus authorized reimbursable expenses.

LINE ITEM BUDGET	Team Member	Kimley-Horn						TSG	Civitas	Cost
		Dennis Burns	William Reynolds	Kevin White	Troy Russ	Christina Jones	Brenda Soto	Vanessa Solesbee	David Feehan	
		PM	APM/Traffic	Data Coll./GIS	Urban Planner	Analyst	Admin/ Clerical	Comm Eng. and Impl.	Parking Adv. Panel	
		Hourly Rate	\$235	\$150	\$133	\$220	\$100	\$65	\$225	
TASK 1. PROJECT STARTUP										
Initial RFI		2	2							
Review Background Info		2	2					2		
Project Kick-Off Mtg		12						8		
Total Task Hours		16	4					10		
Total Task Fee		\$3,760	\$600					\$2,250		\$6,610
TASK 2. PARKING SUPPLY/DEMAND ANALYSIS										
Data Collection				20		20				
Data Review and Analysis			4	10		10				
Existing and Future Parking Demand		2	2	8		4				
Total Task Hours		2	6	38		34				
Total Task Fee		\$470	\$900	\$5,054		\$3,400				\$9,824
TASK 3. DEVELOP PARKING MANAGEMENT STRATEGIES										
Current Conditions Assessment		2	4			8	6			
Commercial/Residential Permits		2	4							
On-Street Parking/Meter Feasibility		2	4							
Garage Design Guidelines		4	4							
Zoning/Code Review		4	4							
Parking Technology Assessment		4	4							
Parking Related Safety/Security Review		4	4					5		
Total Task Hours		22	28			8	6	5		
Total Task Fee		\$5,170	\$4,200			\$800	\$390	\$1,125		\$11,685
TASK 4. FINANCIAL ANALYSIS										
Current Program Financial Performance Review		4	6			8				
Future Revenue/Expense Projections		4	10			8				
Parking Infrastructure Cost Assessment		4	4							
Parking Funding Models		2	8			8				
Optimization Assessment of Current Public & Private Assets			6							
Public/Private Partnership Models		4								
Total Task Hours		18	34			24				
Total Task Fee		\$4,230	\$5,100			\$2,400				\$11,730
TASK 5. STREETScape DESIGN/ROW MANAGEMENT										
Review Existing Streetscape Design and ROW Management Guidelines		2	2		12					
Recommendations for Improvement			4		12					
Total Task Hours		2	6		24					
Total Task Fee		\$470	\$900		\$5,280					\$6,650
TASK 6. PROJECT MANAGEMENT & COORDINATION										
Establish a Project Advisory Team			2			2				
Project Communications (Updates, Milestones, etc.)			4			6	2			
Summarize Meetings, Outreach & Workshop Outcomes			4			6	2			
Total Task Hours		0	10			14	4			
Total Task Fee		\$0	\$1,500			\$1,400	\$260			\$3,160
TASK 7. PUBLIC AND STAKEHOLDER PARTICIPATION										
Community Engagement Meetings		18	6					18		
Technical Committee Updates		2	6			6	2	2		
Optional Parking Advisory Panel Process									\$10,000	(optional)
Total Task Hours		20	12			6	2	20		
Total Task Fee		\$4,700	\$1,800			\$600	\$130	\$4,500		\$11,730
TASK 8. PROJECT DELIVERABLES										
Task Reports for the major Project Elements		2	4	4		6	6			
Maps, Illustrations & Designs in Adobe and GIS Formats			4	8	8					
Presentations		4				10				
Draft and Final Reports		6	6			4	6	6		
Total Task Hours		12	14	12	8	20	12	6		
Total Task Fee		\$2,820	\$2,100	\$1,596	\$1,760	\$2,000	\$780	\$1,350		\$12,406
OVERALL PROJECT										
Total Task Hours		92	114	50	32	106	24	41		459
Total Task Fee		\$21,620	\$17,100	\$6,650	\$7,040	\$10,600	\$1,560	\$9,225		\$73,795
									Labor Fees	\$73,795
									Expenses (Excluding Panel)	\$6,000
									TOTAL LABOR + EXPENSES	\$79,795
									Optional Parking Advisory Panel	\$10,000
									Optional Advisory Panel Expenses	\$5,000
									Optional Advisory Panel Labor + Expenses	\$15,000

EXHIBIT "B"

MPO POLICY COMMITTEE APPROVAL

WHEREAS, on January 15, 2017, the Casper Area Metropolitan Planning Organization Policy Committee approved the MPO Unified Planning Work Program (UPWP) Budget on April 11, 2017 for a parking study to not exceed Eighty Thousand Dollars (\$80,000); and,

WHEREAS, on September 22, 2017, the Consultant Selection Committee approved the hiring of Kimley-Horn and Associates, Inc. (Kimley-Horn) to complete the Casper Urban Center Parking Plan.

WHEREAS, Kimley-Horn is willing, available and qualified to perform said work.

NOW, THEREFORE BE IT RESOLVED BY THE MPO POLICY COMMITTEE: That the City of Casper, as the agent of the MPO, is hereby directed to enter into a contract with Kimley-Horn to complete the Casper Urban Center Parking Plan in accordance with the scope of work and schedule included in this agreement, for a contract amount not to exceed Seventy-Nine Thousand, Seven Hundred and Ninety-Five Dollars (\$79,795).

PASSED AND APPROVED THIS 11 day of April, 2017.

ATTEST:


Liz Becher
Community Development Director

CASPER AREA METROPOLITAN PLANNING
ORGANIZATION POLICY COMMITTEE



Phil Hinds
Chairman

EXHIBIT "C"

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

During the performance of this Contract, Kimley-Horn and Associates, Inc., for itself, its assignees and successors in interest (hereinafter referred to as the Consultant), agrees as follows:

1. Compliance with Regulations.

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

2. Nondiscrimination.

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

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

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

4. Information and Reports.

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

FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance.

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

- A. Withholding of payments to the Contractor under the contract until the Contractor complies; and/or,
- B. Cancellation, termination, or suspension of the contract, in whole or in part.

6. Incorporation of Provisions.

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

EXHIBIT "D"

CERTIFICATION OF CONSULTANT

I hereby certify that I am the _____ and duly authorized representative of the firm of Kimley-Horn and Associates, Inc.; and that neither I nor the above firm I here represent has:

1. Employed or retained for a commission, percentage, brokerage fee, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above Consultant) to solicit or secure this Agreement;
2. Agreed, as an express or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out the Agreement; or,
3. Paid, or agreed to pay, to any firm, organization, or person (other than a bona fide employee working solely for me or the above Consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the Agreement, except as here expressly stated (if any).

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

31 OCT 2017
Date


Signature

Michael J. Hermann

Printed Name

Senior Vice President

Title

EXHIBIT "E"

CERTIFICATE OF AGENT

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

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

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

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation:

Date _____

Kenyne Humphrey
Mayor

EXHIBIT "F"

CERTIFICATION OF
SUSPENSION OR DEBARMENT

STATE OF ARIZONA)ss

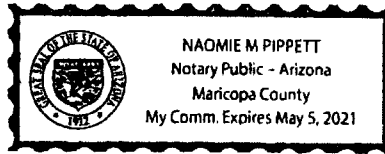
COUNTY OF Maricopa)ss

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

By: [Signature]
Senior Vice President
Title

Subscribed in my presence and sworn to before me this 31 day of October, 2017, by:

Naomie M. Pippett
Naomie M. Pippett
Notary Public



May 5, 2021
My Commission Expires

RESOLUTION NO.17-205

A RESOLUTION AUTHORIZING A CONTRACT BETWEEN THE CASPER AREA METROPOLITAN PLANNING ORGANIZATION (MPO) AND KIMLEY-HORN AND ASSOCIATES, INC. FOR AN URBAN CENTER STRATEGIC PARKING PLAN IN AN AMOUNT OF SEVENTY-NINE THOUSAND SEVEN HUNDRED NINETY-FIVE DOLLARS (\$79,795).

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

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

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

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

WHEREAS, the MPO Policy Committee approved the MPO Unified Planning Work Program (UPWP) Budget on April 11, 2017, for a parking study to not exceed Eighty Thousand Dollars (\$80,000); and

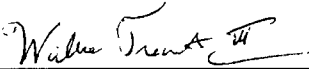
WHEREAS, the MPO released a request for proposal for consulting groups specializing in parking and transportation consulting and management on August 30, 2017; and,

WHEREAS, the Casper Area Metropolitan Planning Organization (MPO) Selection Committee selected Kimley-Horn and Associates, Inc. to complete an Urban Center Strategic Parking Plan for the City of Casper's Downtown and Old Yellowstone District (OYD) Areas.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a Contract for Professional Services between the MPO and Kimley-Horn and Associates, Inc. on behalf of the Casper Area Metropolitan Planning Organization in the amount of Seventy-Nine Thousand Seven Hundred Ninety-Five (\$79,795) for an Urban Center Strategic Parking Plan for the City of Casper's Downtown and OYD Areas.

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

October 16, 2017

MEMO TO: J. Carter Napier, City Manager *JCN*
FROM: Liz Becher, Community Development Director *LB*
Aaron Kloke, Planner I
SUBJECT: Authorizing the Mayor to sign the Certified Local Government (CLG) FY18 Grant Application for Historic Preservation Funds.

Meeting Type & Date:
Regular Council Meeting, November 7, 2017.

Action Type:
Resolution.

Recommendation: That Council, by resolution, authorize the Mayor to sign the Certified Local Government (CLG) Grant Application FY18.

Summary: The Casper Historic Preservation Commission has been in effect since 1987 with the original goal to establish a historic residential district, the result being the South Wolcott Street Historic District. Following this early success, several architecturally and culturally outstanding buildings have been surveyed and designated as National Historic Places. Most recently, Downtown Casper was surveyed and designated as a Historic District with many contributing buildings. This accomplishment has taken today's Casper Historic Preservation Commission to a new level of relevancy and resulted in a great momentum for the Commission.

Furthermore, at this time, the Commission is blessed with the gift of an ambitious and knowledgeable group of leaders. Most importantly though, due to private and public investments, Casper's Downtown and Old Yellowstone District are seeing a commercial and entertainment revival. At times of commercial expansion is when historic preservation proves to be most critical for two reasons: 1) to ensure that cultural and historical artifacts of times past are not forgotten or destroyed, and 2) to leverage these artifacts in creating unforgettable and vibrant places which can lend to the economic power of these neighborhoods.

It is for these reasons that a Preservation Strategic Plan is so timely and necessary, to harness the energy of a passionate Commission, to build on the existing momentum that has taken place already, and to anticipate and plan for continued development in our most historic places. Furthermore, the most recently adopted Generation Casper Comprehensive Plan outlines several historic preservation related goals, including:

ECH3-2. Historic Buildings - Identify and capitalize on the location, significance, and potential for reuse and/or renovation of historic resources. (Pg. 3-6)

VUC2-7. Historic Preservation - Encourage a commitment to the adaptive reuse of vacant buildings to new uses, an investment in architecturally unique and culturally historic structures, and the creation of economic incentives to promote neighborhood preservation and revitalization. Work with local stakeholders on the historic preservation, education and renovation of historic buildings. (Pg. 3-10)

Financial Considerations: The proposed application is requesting \$7,500 from the Wyoming State Historic Preservation Office. \$2,500 is proposed to match from FY18 General Funds, budgeted for historic preservation in the City Planning budget. An additional \$2,000 will be leveraged from the Laura J. Musser Fund via the Casper Historic Preservation Commission. Finally, \$1,000 worth of “in-kind” volunteer hours are proposed by the Casper Historic Preservation Commission members.

Oversight/Project Responsibility: Aaron Kloke, Planner I, is tasked with the oversight of the Casper Historic Preservation Program.

Attachments: CLG FY18 Grant Application

Please review the Grant Application Instructions before completing this application.

1. APPLICANT INFORMATION

Name of CLG:	City of Casper Historic Preservation Commission	
	Project Manager Contact	Fiscal Manager Contact
Name:	Craig Collins	Craig Collins
Title:	City Planner	City Planner
Phone:	307-235-8241	307-235-8241
Mailing Address:	200 N David St.	200 N David St.
City, State, Zip:	Casper, WY 82601	Casper, WY 82601
Email:	ccollins@casperwy.gov	ccollins@casperwy.gov
Chief Elected Official:	Mayor Kenyne Humphrey	
Title:	Mayor	
Phone:	307-235-8224	
Mailing Address:	200 N David St.	
City, State, Zip:	Casper, WY 82601	
Commission/Board Chair:	Connie Thompson	

Chief Elected Official Signature & Date

Commission/Board Chair Signature & Date

2. PROJECT INFORMATION

Project Title:			
Project Type:	<input checked="" type="checkbox"/> Preservation Plan	<input type="checkbox"/> Survey	<input type="checkbox"/> Planning
	<input type="checkbox"/> National Register	<input type="checkbox"/> Preservation, Restoration, or Rehabilitation*	
	<input type="checkbox"/> Training	<input type="checkbox"/> Public Education	<input type="checkbox"/> Other**
Funds Requested			
Federal:	\$ 7,500.00		
Cash Match:	\$ 4,500.00		
In-Kind Match:	\$ 1,000.00		
Total Project Cost:	\$ 13,000.00		

*Project Checklist required

**Contact SHPO before continuing the application

3. PROJECT SELECTION

The Casper Historic Preservation Commission has been in effect since 1987 with the original goal to establish an historic residential district, the result being the South Wolcott Street Historic District. Following this early success, several architecturally and culturally significant buildings have been surveyed and designated as National Historic Places. Most recently, Downtown Casper was surveyed and designated as an Historic District with many contributing buildings. This accomplishment has taken today's Casper Historic Preservation Commission to a new level of relevancy and resulted in great momentum for the Commission.

Casper's Downtown and Old Yellowstone District is seeing something of a commercial and entertainment revival most recently due to private and public investments. At the times of commercial expansion is when historic preservation proves to be most critical for two reasons: 1.) to ensure that cultural and historical artifacts of times past are not forgotten or destroyed for the sake of commercial expansion, and 2.) to leverage these artifacts in creating unforgettable and vibrant places which can lend to the economic power of these neighborhoods. Furthermore, at this time, the Commission is blessed with the gift of an ambitious and knowledgeable group of leaders.

It is for these reasons that a Preservation Strategic Plan is so timely and necessary, to harness the energy of a passionate Commission, to build on the existing momentum that has taken place already, and to anticipate and plan for continued development in our most historic places.

4. PUBLIC BENEFIT

The intent of the Preservation Strategic Plan is to strengthen the mission of the Casper Historic Preservation Commission. By strengthening this Commission, anyone interested and invested in the story of Casper will benefit. This does not only apply to historical buildings, but all relics that tell the story of who we are, where we came from, and where we are going. This Plan will also benefit those that believe leveraging a community's story is good for economic development, tourism, and building a strong and prideful community.

In many ways, the most recent designation of Casper's Downtown Historic District made many aware of the positive power that preservation can hold. But, there is more work to do in educating the citizens, business owners, and property owners of Casper. The most tangible short term impact that this project will have is ensuring an in-depth conversation with the community about the importance of historic preservation and the role it should play in Casper.

Fortunately, recent commercial activity has also brought the idea of preservation to Casper, and preservation has found a friend in many of Casper's business owners and residents. Most recently, discussion regarding city owned property, including the Former Plains Property, Milo's Toyota, and Former Ka-Lark's building, has driven discussions of preservation and has highlighted the many positive impacts that preservation can have. The City of Casper and the Historic Preservation Commission are confident that public support exists for the mission of the Historic Preservation Commission.

5. PROJECT DESCRIPTION

As stated previously, the intent of the Preservation Strategic Plan is to build on existing momentum of the Commission. But, it will also build on related work accomplished by the Casper City Planning Division, most particularly, the Generation Casper Comprehensive Plan. This Comprehensive Plan identified a demand for greater preservation efforts, in addition to making recommendations related to economic development and placemaking which preservation can add value to.

The intended outcome of the Preservation Plan is to identify strategic goals to further the mission of the Casper Historic Preservation Commission. These strategic goals should be measurable, achievable in light of limited resources, and this process will take place in an iterative manner that will include research, public engagement, and strategic thinking. In order to identify strategic goals, the scope of work includes several tasks and deliverables. These include the exploration of Casper's historical and architectural context, inventory of Casper's historical assets, and a review of recent accomplishments and existing preservation policies. These tasks will provide information and provide a foundation on which to begin conversations with the public and ask the right questions.

The public engagement process will begin with the creation of a public engagement work-plan to establish expectations, goals, events and message crafting. This process will be kicked off with the first of two consultant meetings which will consist of a community workshop and focus group session with Commission members and other stakeholders. An online survey will also be distributed to replicate the focus group and workshop to reach a wider audience. This public engagement process along with key events will be publicized through traditional City media avenues such as the City website, Facebook, and public notice in the Casper Star Tribune. Further outreach and advertising will take place by coordinating with stakeholder groups such as the Downtown Development Authority, Downtown Casper Business Association, the Old Yellowstone District Advisory Committee, and the Planning & Zoning Commission. Outreach will also include coordinating with local media outlets such as the Casper Star Tribune, K2 Radio, and KCWY Channel 13. Finally, other outreach tactics may include flyers, posters, hosting of community discussions, movie showings, and walking tours.

Following a foundation of good information and feedback from stakeholders, goals and objectives, along with implementation strategies can be drafted.

A draft document laying out context, inventory, public engagement findings, goals, and strategies will be presented at the second consultant meeting through a public presentation and open house event. Following a second round of feedback from stakeholders and the public, and elected officials, a Final Draft will be set for adoption by the Historic Preservation Commission and Casper City Council. This Final Draft will be expected to be designed in InDesign or some other publication layout program, and delivered in a pdf and hard copy format. Other final deliverables may include but will not necessarily be limited to graphics, maps, copies of historic documents or photographs, survey and public engagement notes and findings, and ArcMap data.

Individuals involved in this process include Craig Collins; City of Casper Planning Division; Dee Hardy, Community Development Department; Connie Thompson, Chair; Robin Broumley, Vice Chair; Vivian Meek; Monica Decker; Pinky Ellis; Anthony Jacobsen; Butch Okes; Dandee Pattee; Maureen Lee; and Jeff Bond.

5. PROJECT DESCRIPTION (continued)

In addition to the members of the Casper Historic Preservation Commission and Casper City Staff, a consultant will be selected to provide technical expertise, preservation knowledge and resources, and to draft and present the Preservation Strategic Plan. Desired qualifications of such consultant require experience and knowledge of historic preservation policies and programs, best practices in preservation, public outreach, and federal, state, and local laws and policies related to historic preservation. Other desired provisions by potential consultants will include references and examples of similar work.

6. Scope of Work & Timeline		
Task	Responsible Party	Completion Date
Release RFP & Select Consultant	City Staff & Commission Members	Release RFP: Jan. 8 Select Consultant: Feb. 2 Contract Adoption: March 6
Casper Historical and Architectural Context	Consultant (lead), City Staff (editing), Commission Members (research)	April 2
Inventory of Historical Assets	Consultant (lead), City Staff (editing and coordinating), Commission Members (research)	April 2
Review of Recent Accomplishments & Existing Preservation Policies	Consultant (lead), City Staff (editing and coordinating)	April 2
Engagement Plan - Current Process & Future Outreach	Consultant (lead), City Staff (editing and coordinating)	Plan - April 2 Outreach Process - July 3
Community Workshop (In-Person), Online Survey, Commission Meet-up - Consultant Meeting #1	Consultant (lead), City Staff (editing and coordinating), Commission Members (coordinating)	April 26
Goals and Objectives	Consultant (lead), City Staff (editing and coordinating), Commission Members (editing)	May 10
Strategies & Implementation	Consultant, City Staff (editing)	May 10
Draft Document	Consultant (lead), City Staff (editing), Commission Members (editing)	May 29
Draft Document Open House & Presentation - Consultant Meeting #2	Consultant (lead), City Staff (editing), Commission Members (editing)	May 29
Final Draft	Consultant (lead), City Staff (editing & coordinating for adoption by Council), Commission Members (editing and adoption)	July 3

7. Project Budget					
Task	Federal Funds	In-Kind Match	Cash Match	Source of Match	Total
Preservation Strategic Plan	\$7500		\$4500	City of Casper General Fund, Laura J. Musser Fund	\$12000
Public Outreach & Engagement		\$1000		Commission Volunteer & City Staff Hours	\$1000
TOTALS	\$ 7,500.00	\$ 1,000.00	\$ 4,500.00		\$ 13,000.00

RESOLUTION NO.17-206

AUTHORIZE THE MAYOR TO EXECUTE THE CERTIFIED LOCAL GOVERNMENT GRANT APPLICATION FY18 FOR FUNDING A PRESERVATION PLAN

WHEREAS, each year the Wyoming State Historic Preservation Office transfers at least ten percent of its annual federal apportionment to Certified Local Governments (CLG) as a grant for local projects; and,

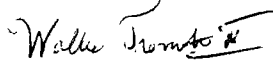
WHEREAS, the Casper CLG, represented by the Casper Historic Preservation Commission, is in good standing and is eligible to apply for said grant; and,

WHEREAS, it is the intent of the Casper CLG to use grant funding to create a Preservation Plan to guide the Historic Preservation Commission's policies and initiatives.

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 Certified Local Government (CLG) Grant Application FY18.

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

October 30, 2017

MEMO TO: J. Carter Napier, City Manager *JCN*
FROM: Liz Becher, Community Development Director *LB*
SUBJECT: Resolution to Adopt Revised Historic Preservation Program Rules and Regulations.

Meeting Type & Date: Regular Council Meeting, November 7, 2017.

Action Type: Resolution

Recommendation:

That Council, by resolution, rescind resolution numbers 87-126, 03-256, and 12-256 and adopt revised Historic Preservation Program Rules and Regulations membership requirements pertaining to term limits, removal from the commission, election of officers and duties of the Chairman.

Summary:

The Casper Historic Preservation Commission was historically coordinated through the City Leisure Services Department. Most recently, in October of 2016, the Planning Division has taken on the responsibility of coordinating the Commission. Throughout this transition, Planning staff has made efforts to align the Commission's administrative policies and official Rules & Regulations with the Wyoming State Historic Preservation Office's (SHPO) guidelines. The presented Rules and Regulations are proposed to maintain consistency with the SHPO local government membership requirements pertaining to term limits, removal from the commission, election of officers and duties of the Chairman.

A related ordinance was presented on first reading to Council on October 3, 2017. The third reading of this ordinance will be in conjunction with this resolution on November 7, 2017.

Financial Considerations:

Not applicable

Oversight/Project Responsibility:

Aaron Kloke in the Planning Division is responsible as staff liaison to the Casper Historic Preservation Commission.

Attachments: Resolution

RESOLUTION NO.17-207

A RESOLUTION RESCINDING RESOLUTION NUMBERS 87-126, 03-256, AND 12-256, AND ADOPTING REVISED HISTORIC PRESERVATION PROGRAM RULES AND REGULATIONS FOR THE CITY OF CASPER, WYOMING

WHEREAS, the Historic Preservation Program was established in 1987; and,

WHEREAS, the Historic Preservation Program Rules and Regulations were adopted on September 1, 1987, and amended by Resolution Numbers 87-126, 03-256, and 12-256; and,

WHEREAS, the City wants to: (1) rescind Resolution Numbers 87-126, 03-256, and 12-256; (2) combine the previous amendments to the Historic Preservation Program Rules and Regulations into a single, revised document, and (3) revise the Historic Preservation Program Rules and Regulations to become consistent with Wyoming State Historic Preservation Office requirements, City of Casper Commission policies, and today's structure of the City of Casper organization; and,

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That Resolution Numbers 87-126, 03-256, and 12-256 are hereby rescinded, and the City of Casper Historic Preservation Program Rules and Regulations (Revised November 2017) are hereby adopted to read as follows:

Section 1. Title.

These revised rules and regulations for the Historic Preservation Program for the City of Casper, Wyoming, for the implementation of Ordinance No. 66-87, are entitled City of Casper Historic Preservation Program Rules and Regulations (Revised November 2017).

Section 2. Commission Members.

- 2.1 Information on credentials of the Commission members must be kept on file and available for public inspection by the Community Development Department.
- 2.2 When an appropriate discipline is not represented among the Commission members, the Commission shall be required to seek the appropriate expertise and consider National Register nominees or other actions that will impact properties which are normally evaluated by professionals in such disciplines.
- 2.3 The term of the members of the Historic Preservation Commission shall be three (3) years. Members may be appointed for no more than two (2) consecutive terms.
- 2.4 Any member may be removed at the sole discretion of a majority of a then full City Council.

Section 3. Ethics and Conflict of Interest.

The "Public Service Code of Ethics" as set forth in Chapter 2.60 of the Casper Municipal Code shall apply to the Historic Preservation Commission members regarding ethics and conflicts of interest.

Section 4. Meetings.

The Commission shall meet a minimum of six (6) times per year at a date, time and place established by the Chairman or a majority of the Commission for the purpose of carrying out the functioning of the Commission. All meetings of the Commission shall be open to the public.

To transact any official business, a quorum must be present. A quorum is a simple majority of the total current membership of the Commission.

Section 5. Officers.

5.1 Nomination and election of officers for the upcoming year will be held at the January meeting or at the first meeting of the calendar year.

5.2 The officers of the Commission shall consist of a Chairman and Vice-Chairman.

5.3 The Chairman shall be responsible for presiding over and calling to order all regular and special meetings, announcing business to be conducted, provided for swift, orderly, and pertinent discussions of questions arising during proceedings and putting them to a vote. The Chairman shall also announce the result of the votes and authenticate, by his or her signature when necessary, all acts, orders, and proceedings of the Commission.

5.4 Upon absence of the Chairman, the Vice-Chairman shall automatically become the presiding officer of the Commission. The Vice-Chairman shall also be able to sign any documents for the Commission in the absence of the Chairman.

5.5 Each elected officer shall serve for one year, or until his or her successor takes office.

Section 6. Minutes.

Minutes of the records of the proceedings of the Commission shall be available to the Casper City Council, as well as submitted for permanent record keeping to the Records Management office at city hall. The Commission shall monitor, or report to the State Historic Preservation Officer, any activity affecting significant property with its jurisdiction.

Section 7. Annual Report.

An annual report of the activities of the Commission shall be submitted to the Casper City Council and the State Historic Preservation Officer.

Such report shall include, but is not limited to, items such as the number and type of cases reviewed, review decisions, proposed nominations, update resumes of Commission members, appointees to the Commission, meeting attendance records, progress reports on survey activities, and National Register nominations received.

Section 8. Education/Training.

Each Commission member is required to attend at least one (1) informal or educational meeting per year, as sponsored by the State Historic Preservation Officer, certified local government or other qualified organization that pertains to the work and function of the Commission for historic

preservation. The State Historic Preservation Officer will provide information to all Historic Preservation Commissions.

Section 9. Funding.

The Commission shall have the right to receive and spend funds legally received from any and every source, both in and out of the State of Wyoming, for the purpose of carrying out the provisions of these rules and regulations.

Section 10. Petitions for Local Designation/Listings.

A landowner, or other interested party, may submit a recommendation to the commission for consideration of local listings. The Commission must diligently process any petition.

Section 11. Notification of Certification.

Notice of proposed designations shall be sent by regular mail to the owner of property, as identified by the latest tax record on file in the Natrona County Assessor's Office, proposed for designation, describing the property proposed and announcing a public hearing by the Commission to consider said designation.

Section 12. Notification of Property Owners for Public Hearing.

The Commission shall attempt to notify owners of property which are proposed for designation. The City shall advertise the Public Hearing once in a daily newspaper, at least fifteen (15) days prior to public hearing.

12.1 At the public hearing:

- A. The Commission may solicit expert testimony regarding historical, architectural, cultural, or archeological importance of the site, building, structure, district, or facility under consideration for designation.
- B. The Commission may present testimony or documentary evidence of its own to establish a record regarding historical, architectural, cultural;- or archeological importance of the proposed designation.
- C. The Commission shall afford to the owner of said property reasonable opportunity to present testimony or documentary evidence regarding the importance of the proposed designation.
- D. The Owner of the property proposed for designation shall be afforded the right to representation by counsel.
- E. In his/her interest, the party may present testimony or documentary evidence regarding the proposed designation at the public hearing.
- F. The Commission, after holding a public hearing, must submit its decision the City Council within thirty (30) days of the public hearing. The City Council will act upon the recommendation of the Commission within sixty (60) days. The decision may be

appealed by either party to the local District Court.

Section 13. Owners Notified of Designation.

Owners must be notified of the designation decision within fourteen (14) days after the Commission meeting. The State Historic Preservation Officer and other agencies, as appropriate, shall be notified of designation by the commission within thirty (30) days of the date of which the Casper City Council ratified designation of the site, building, structure, district, or facility as worthy of preservation. The Commission shall cause to be filed, with the appropriate legal entity, a certificate of notification that such property is designated, and such certificate of notification shall be maintained in the office of the City Planner until such time as the designation may be withdrawn by the Commission.

Section 14. Rescind Designation of Site.

The Commission may recommend to the Council that the Council rescind the designation of any site, building, structure, district, or facility if, due to professional error, the property was incorrectly designated. The Commission shall follow the public notification procedures as specified above to rescind the previous designation.

Section 15. Participation in the National Register Process.

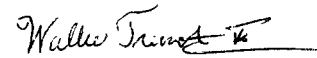
The Commission shall review each pending National Register Nomination that lies within the corporate limits of the City of Casper.

The Commission will comply with *The Certified Local Government Handbook* as written by the State Historic Preservation Officer and officially approved by the Department of Interior.

BE IT FURTHER RESOLVED: That upon passage and execution of this resolution in accordance with law, this resolution shall be filed with the office of the Natrona County Clerk.

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

October 16, 2017

MEMO TO: J. Carter Napier, City Manager *JCN*
FROM: Liz Becher, Community Development Director *LB*
SUBJECT: Resolution authorizing the Mayor to Sign a Notice Terminating Professional Service Agreements with the Town of Bar Nunn and the Town of Evansville for Building Division Services.

Meeting Type & Date: Regular Council Meeting, November 7, 2017.

Action Type: Resolution.

Recommendation: That Council, by resolution, authorize the Mayor to sign a notice terminating professional service agreements with the Town of Bar Nunn and the Town of Evansville for Building Division services.

Summary:

The City of Casper has been providing Building Division and Code Enforcement services to the Towns of Bar Nunn and Evansville, based on a professional service contract that was executed January 17, 2006.

The City Council reviewed various building and development-related fees for services at the September 26, 2017 public work session. As a result of the in-depth review, several fee increases are being proposed. The City Council was also presented with information that illustrated a negative disparity between the amount that the City collects from our neighboring communities, and the actual cost of providing those services. While the City is happy to continue providing its services to Bar Nunn and Evansville, a new agreement and new fee structure is necessary. In order to level the playing field and be consistent and fair to all, the City Council is offering to continue providing services to the Towns at the exact same rate that City of Casper developers and citizens pay.

Pursuant to Section 7 of the 2006 agreement, either party may terminate the professional service agreement upon thirty (30) days written notice. The attached resolution provides notice that as of December 31, 2017 the City will no longer be able to provide the services specified, unless a new contract is executed.

Financial Considerations: In FY 16, the City collected a total of \$33,593 in revenue from Bar Nunn and Evansville. Should the Towns elect to contract with the City moving forward, it is estimated that the City would see approximately \$40,000 of additional revenue yearly.

Attachments: Resolution.

AGREEMENT

THIS AGREEMENT is made by and between the City of Casper, Wyoming, hereinafter referred to as "Casper" and the Town of Evansville, Wyoming, hereinafter referred to as "Evansville".

WHEREAS, Evansville is in need of professional services relating to building permits, inspections and related services, and;

WHEREAS, Casper has such professional services available;

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

1. The City of Casper, by and through its Code Enforcement Division, and pursuant to this agreement, shall administer the municipal ordinances and administrative rules and regulations of the Town of Evansville pertaining to building inspections and related services.
2. Such services shall include those normally and customarily related to building and construction permits and inspections and the scope of services may be further defined by mutual consent between Casper and Evansville.
3. Evansville shall compensate Casper for its services at the rate of Forty-Six Dollars (\$46.00) per hour beginning January 1, 2006, increasing to Fifty Dollars (\$50.00) per hour beginning January 1, 2008, and increasing to Fifty-Four (\$54.00) per hour beginning January 1, 2010, thereafter both parties will reassess the cost requirements and this agreement. The services performed by Casper will be billed to Evansville quarterly and payment shall be made to Casper within thirty (30) days after presentation of the bill to Evansville.
4. All fees charged to owners, contractors, or their agent, shall be assessed and collected by Evansville. All required permits shall be issued by Evansville.
5. Evansville shall periodically adopt all relevant building codes as it deems necessary and advise Casper of such and any changes or modifications to such codes. Evansville shall retain the right to increase any stated charges in such codes including the hourly inspection and review charges contained in such codes.
6. Evansville shall retain permitting control and shall at its option provide a separate procedure for the permitting of minor construction to include, but not limited to, fences, decks, sheds, driveways and similar minor construction projects.


7. This agreement may be terminated at any time by either party upon thirty (30) days written notice, and may be modified at any time by mutual consent of the parties in writing.
8. Both parties retain all immunities and limitations of liability afforded by the Wyoming Governmental Claims Act, and no waiver of same is intended.

IN WITNESS WHEREOF, the parties have hereunder set their hands and seals
this 17th day of January, 2006.

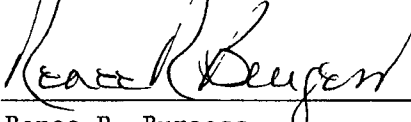
APPROVED AS TO FORM:




ATTEST:


V. H. McDonald
City Clerk

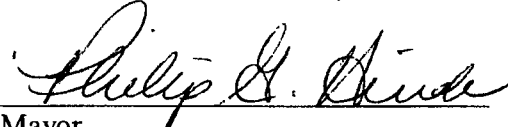
CITY OF CASPER, WYOMING
A Municipal Corporation


Renee R. Burgess
Mayor

ATTEST:


Town Clerk

TOWN OF EVANSVILLE, WYOMING


Mayor

RESOLUTION NO.17-208

A RESOLUTION TERMINATING A PROFESSIONAL SERVICE AGREEMENT WITH THE TOWN OF EVANSVILLE FOR BUILDING DIVISION SERVICES

WHEREAS, the City of Casper executed a professional service agreement with the Town of Evansville for Building Division services, dated January 17, 2006; and,

WHEREAS, pursuant to Section 7 of the January 17, 2006, professional service agreement, said agreement may be terminated at any time by either party upon thirty (30) days written notice; and,

WHEREAS, the Casper City Council has reviewed the costs of providing Building Division services, and the associated fees for those services, and finds that the City is no longer able to provide the services identified in the 2006 agreement for the amount of compensation that is specified; and,

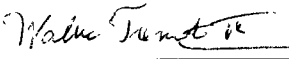
WHEREAS, the City of Casper is willing to renegotiate a new professional service agreement with Evansville if they so desire; and,

WHEREAS, it is the desire of the governing body of the City of Casper to terminate the January 17, 2006, professional service agreement with the Town of Evansville, pursuant to Section 7 of the January 17, 2006, agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor of the City of Casper is hereby authorized to send written notice to terminate the professional service agreement with the Town of Evansville, dated January 17, 2006, pursuant to Section 7 of said agreement, effective December 31, 2017.

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

APPROVED AS TO FORM:



Termination of Agreement
Town of Evansville

ATTEST:


CITY OF CASPER, WYOMING
A Municipal Corporation


Fleur D. Tremel
City Clerk

Kenyne Humphrey
Mayor

Termination of Agreement
Town of Evansville

October 16, 2017

MEMO TO: J. Carter Napier, City Manager 

FROM: Liz Becher, Community Development Director 

SUBJECT: Resolution authorizing the Mayor to Sign a Notice Terminating Professional Service Agreements with the Town of Bar Nunn and the Town of Evansville for Building Division Services.

Meeting Type & Date: Regular Council Meeting, November 7, 2017.

Action Type: Resolution.

Recommendation: That Council, by resolution, authorize the Mayor to sign a notice terminating professional service agreements with the Town of Bar Nunn and the Town of Evansville for Building Division services.

Summary:

The City of Casper has been providing Building Division and Code Enforcement services to the Towns of Bar Nunn and Evansville, based on a professional service contract that was executed January 17, 2006.

The City Council reviewed various building and development-related fees for services at the September 26, 2017 public work session. As a result of the in-depth review, several fee increases are being proposed. The City Council was also presented with information that illustrated a negative disparity between the amount that the City collects from our neighboring communities, and the actual cost of providing those services. While the City is happy to continue providing its services to Bar Nunn and Evansville, a new agreement and new fee structure is necessary. In order to level the playing field and be consistent and fair to all, the City Council is offering to continue providing services to the Towns at the exact same rate that City of Casper developers and citizens pay.

Pursuant to Section 7 of the 2006 agreement, either party may terminate the professional service agreement upon thirty (30) days written notice. The attached resolution provides notice that as of December 31, 2017 the City will no longer be able to provide the services specified, unless a new contract is executed.

Financial Considerations: In FY 16, the City collected a total of \$33,593 in revenue from Bar Nunn and Evansville. Should the Towns elect to contract with the City moving forward, it is estimated that the City would see approximately \$40,000 of additional revenue yearly.

Attachments: Resolution.

AGREEMENT

THIS AGREEMENT is made by and between the City of Casper, Wyoming, hereinafter referred to as "Casper" and the Town of Bar Nunn, Wyoming, hereinafter referred to as "Bar Nunn".

WHEREAS, Bar Nunn is in need of professional services relating to code enforcement, building inspections, plan reviews and related services, and;

WHEREAS, Casper has such professional services available;

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

1. The City of Casper, by and through its Code Enforcement Division, and pursuant to this agreement, shall administer the municipal ordinances and administrative rules and regulations of the Town of Bar Nunn pertaining to code enforcement, building inspections and related services.
2. Such services shall include those normally and customarily related to building and construction permits and inspections and the scope of services may be further defined by mutual consent between Casper and Bar Nunn.
3. Bar Nunn shall compensate Casper for its services at the rate of Forty-Six Dollars (\$46.00) per hour beginning January 1, 2006, increasing to Fifty Dollars (\$50.00) per hour beginning January 1, 2008, and increasing to Fifty-Four (\$54.00) per hour beginning January 1, 2010, thereafter both parties will reassess the cost requirements and this agreement. The services performed by Casper will be billed to Bar Nunn quarterly and payment shall be made to Casper within thirty (30) days after presentation of the bill to Bar Nunn.
4. All fees charged to owners, contractors, or their agent, shall be assessed and collected by Bar Nunn. All required permits shall be issued by Bar Nunn.
5. Bar Nunn shall periodically adopt all relevant building codes as it deems necessary and advise Casper of such and any changes or modifications to such codes. Bar Nunn shall retain the right to increase any stated charges in such codes including the hourly inspection and review charges contained in such codes.
6. Bar Nunn shall retain permitting control and shall at its option provide a separate procedure for the permitting of minor construction to include, but not limited to, fences, decks, sheds, driveways and similar minor construction projects.

7. This agreement may be terminated at any time by either party upon thirty (30) days written notice, and may be modified at any time by mutual consent of the parties in writing.
8. Both parties retain all immunities and limitations of liability afforded by the Wyoming Governmental Claims Act, and no waiver of same is intended.

IN WITNESS WHEREOF, the parties have hereunder set their hands and seals
 this 17th day of January, 2006.

APPROVED AS TO FORM:

[Signature]

ATTEST:

V. H. McDonald
 V. H. McDonald
 City Clerk

CITY OF CASPER, WYOMING
 A Municipal Corporation

Renee R. Burgess
 Renee R. Burgess
 Mayor

ATTEST:

Kathleen M. Whitney
 Kathleen M. Whitney
 Town Clerk

TOWN OF BAR NUNN, WYOMING

Jerry F. Petty
 Jerry F. Petty
 Mayor

RESOLUTION NO.17-209

A RESOLUTION TERMINATING A PROFESSIONAL SERVICE AGREEMENT WITH THE TOWN OF BAR NUNN FOR BUILDING DIVISION SERVICES

WHEREAS, the City of Casper executed a professional service agreement with the Town of Bar Nunn for Building Division services, dated January 17, 2006; and,

WHEREAS, pursuant to Section 7 of the January 17, 2006, professional service agreement, said agreement may be terminated at any time by either party upon thirty (30) days written notice; and,

WHEREAS, the Casper City Council has reviewed the costs of providing Building Division services, and the associated fees for those services, and finds that the City is no longer able to provide the services identified in the 2006 agreement for the amount of compensation that is specified; and,

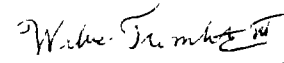
WHEREAS, the City of Casper is willing to renegotiate a new professional service agreement with Bar Nunn if they so desire; and,

WHEREAS, it is the desire of the governing body of the City of Casper to terminate the January 17, 2006, professional service agreement with the Town of Bar Nunn, pursuant to Section 7 of the January 17, 2006, agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor of the City of Casper is hereby authorized to send written notice to terminate the professional service agreement with the Town of Bar Nunn, dated January 17, 2006, pursuant to Section 7 of said agreement, effective December 31, 2017.

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

APPROVED AS TO FORM:



Termination of Agreement
Town of Bar Nunn

ATTEST:


CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Kenyne Humphrey
Mayor

Termination of Agreement
Town of Bar Nunn

10/18/17

MEMO TO: J. Carter Napier, City Manager
FROM: William R. Chambers, Interim City Attorney 
SUBJECT: Correction of Scrivener's Error contained in the Natrona County Travel and Tourism Joint Powers Agreement Amendment No. 4

Meeting Type & Date

Regular Council Meeting

11/07/17

Action type

Minute Action

Recommendation

That Council, by minute action, approve the correction of a scrivener's error in the above-mentioned Agreement, Section 3.1.

Summary

Currently, Section 3.1 states, "...all of whom shall be residents of Natrona County, Wyoming." It is recommended to change this to: "...all of whom shall be qualified electors of Natrona County, Wyoming." This correction will not entail any substantive change to the agreement; merely inserting "qualified electors," at the request of the Wyoming Attorney General's Office. This change will also bring the Agreement into conformity with the language used in the relevant Wyoming Statute.

Financial Considerations

No Financial Considerations

Oversight/Project Responsibility

Attachments

Copy of Natrona County Travel and Tourism Joint Powers Agreement Amendment No. 4 signed by Mayor Humphrey on June 20, 2017, and the revised Page 2 of the Agreement with the changed language.

**NATRONA COUNTY TRAVEL AND TOURISM JOINT POWERS AGREEMENT
AMENDMENT NO. 4**

THIS FOURTH AMENDMENT to the Natrona County Travel and Tourism Joint Powers Agreement, entered into this ____ day of _____, 2017, by and between Natrona County, Wyoming, a body corporate and political subdivision of the State of Wyoming, and the City of Casper, Wyoming, a Municipal Corporation, the Town of Edgerton, a Municipal Corporation, the Town of Evansville, a Municipal Corporation, the Town of Mills, a Municipal Corporation, the Town of Bar Nunn, a Municipal Corporation, and the Town of Midwest, a Municipal Corporation, hereinafter collectively referred to as "Participating Agencies."

W I T N E S S E T H

(1) WHEREAS, Section 16-1-104(a), Wyoming Statutes, 2016, as amended, provides that: "(a) Any power, privilege or authority exercised or capable of being exercised by any agency may be exercised and enjoyed jointly with any other agency having a similar power, privilege or authority. No cost shall be incurred, debt accrued, nor money expended by any contracting party which will be in excess of limits prescribed by law."; and

(2) WHEREAS, Section 39-15-204(a)(ii), Wyoming Statutes, 2016, as amended, provides that any county and city or town may impose an excise tax at a rate in increments of certain percentages specified in said Statute upon the sales price paid for lodging services as defined under Section 39-15-101(a)(i), Wyoming Statutes, 2016, as amended, the primary purpose of which is for local travel and tourism promotion; and

(3) WHEREAS, the electors of Natrona County, on November 4, 2014, approved a ballot proposition imposing a tax upon the sales price paid for lodging services as defined in Section 39-15-101(a)(i), Wyoming Statutes, 2016, as amended, within the County of Natrona; and

(4) WHEREAS, by Resolution No. 47-14, dated December 16, 2014, the Board of County Commissioners imposed the four percent (4%) excise tax on all lodging services within Natrona County to become effective on April 1, 2015;

(5) WHEREAS, the Participating Agencies have indicated a desire to participate in the collection and expenditure of the funds collected under the lodging tax resolution; and

(6) WHEREAS, the Participating Agencies desire to amend and replace the existing Joint Powers Agreement consistent with the provisions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements contained herein, it is understood and agreed by and between the parties as follows:

SECTION ONE
PURPOSE

1.0 The purpose of this Agreement is to establish a joint powers board to provide an efficient, orderly, and feasible method to collect and distribute the proceeds of the Lodging Tax defined in Section 39-15-101(a)(i), Wyoming Statutes, 2016, as amended and imposed pursuant to Section 39-15-203 (a)(ii), Wyoming Statutes, 2016, as amended.

SECTION TWO
DURATION OF THE AGREEMENT

2.0 This Agreement and the Joint Powers Board shall be of perpetual duration as long as the proposition to impose said tax is approved by the electors of Natrona County.

SECTION THREE
CREATION, ORGANIZATION AND
COMPOSITION OF JOINT POWERS BOARD

3.0 There is hereby created, pursuant to the Act, the Joint Powers Board styled "Natrona County Travel and Tourism Council." The Joint Powers Board shall constitute a separate body corporate and politic and a legal entity separate and distinct from the Participating Agencies.

3.1 The Joint Powers Board shall consist of nine (9) members, all of whom shall be residents of Natrona County, Wyoming.

3.2 Each Participating Agency shall appoint one (1) member, except the City of Casper and the County of Natrona, who shall each appoint two (2) members. Pursuant to Section 39-15-211 (a)(ii)(B)(I), Wyoming Statutes, 2016, as amended, the majority of the joint powers board membership shall consist of representatives of the travel and tourism industry.

3.3 Appointments for a full term shall be for three (3) years and are subject to reappointment. The initial terms of members shall be staggered. The governing body of the Participating Agency that made the appointment of a retiring member shall fill vacancies for unexpired terms. All appointments of members of the Joint Powers Board shall be subject to removal by the governing body of the Participating Agency making such appointment.

All appointments of successor members to the Board shall be made by the governing body of the Participating Agency which made the appointment of the retiring members. If a board member ceases to be a resident of Natrona County, then his or her membership on the Board shall terminate. In the event a vacancy should occur prior to the expiration of the retiring member's term, the successor shall be appointed for the unexpired portion of the retiring member's term and shall be made by the governing body of the Participating Agency which made the appointment of the retiring member.

3.4 Promptly following the appointment of its members, the Joint Powers Board shall meet, organize, and elect from its membership a chairman, a vice-chairman, a secretary, and a treasurer. The Joint Powers Board shall specify in its by-laws the powers, duties and responsibilities of the officers so elected and whether offices may be combined.

3.5 The secretary of the Joint Powers Board shall notify the Participating Agencies of the Joint Powers Board's organization and shall file a certificate showing its organization with the County Clerk of Natrona County and the Secretary of the State of Wyoming. Upon the filing of the certificate, the Joint Powers Board shall automatically become a body corporate and politic and a public corporation, with the powers hereinafter provided.

3.6 No individual member of the Joint Powers Board shall be personally liable for any actions or procedures of the Joint Powers Board when actually engaged in the performance of their duties. Members of the Joint Powers Board shall receive no compensation except per diem and mileage allowances authorized for the State's employees.

3.7 The Joint Powers Board shall meet, in any event, not less than once each three (3) months, as provided by its own resolution, at the call of the Chairman, upon oral or written request of a majority of the Joint Powers Board members, or within five (5) days after a request for a meeting is given by any Participating Agency.

3.8 A quorum shall consist of five (5) members of the Board, and all matters submitted to the board shall require an affirmative vote of at least five (5) members.

SECTION FOUR
POWERS AND DUTIES OF THE JOINT POWERS BOARD

4.0 The Joint Powers Board may employ or contract for administrative and such other technical, legal, and clerical assistance as necessary, and engage the services of research and consulting agencies within the limits of its authorized and available funds as may be agreed upon from time to time. Upon request of the Joint Powers Board, Participating Agencies shall furnish pertinent information, statistics and reports under their control to the Joint Powers Board and shall otherwise cooperate with the Joint Powers Board.

4.1 The Joint Powers Board shall adopt such policies, by-laws and regulations, not inconsistent with this Agreement and the Wyoming Joint Powers Act, as it deems necessary to carry out the business of the Joint Powers Board.

4.2 The Joint Powers Board shall use at least ninety percent (90%) of the funds received pursuant to the tax to promote travel and tourism in Natrona County.

4.3 The Joint Powers Board shall:

(a) Keep minutes of all meetings at which official action is taken, as well as financial records. Such minutes and records shall be public records.

(b) Fix the time and place of regular meetings; provided that a regular meeting shall be held at least once each three (3) months.

(c) Cooperate with and solicit the advice, counsel, and recommendations of the governing bodies of the Participating Agencies.

(d) Keep the governing bodies of the Participating Agencies advised as to its progress, and make such written or formal reports concerning its activities and finances as may be required by said Participating Agencies.

4.4 The Joint Powers Board may:

(a) Sue and be sued in the name in which the Joint Powers Board is designated.

(b) Enter into agreements with any public or private agency, institution, person, or corporation for the performance of acts or the furnishing of services or facilities by or for the Joint Powers Board or the Participating Agencies as are authorized by law.

(c) Employ legal counsel and bear the costs of litigation.

(d) Accept or reject, any public or private gift, grant, bequest or device of money, property, or services.

(e) Utilize the services of any officer, employee or department of a Participating Agency on a contributed or reimbursed basis, as the agency and the board may agree.

(f) Insure, either with commercial insurance policies or with self-insurance, against risks of loss.

(g) Subject to the approval of the Participating Agencies, employ such other persons as may be deemed by the Joint Powers Board necessary or convenient in carrying out the purposes of this Agreement.

(h) Additionally, the Joint Powers Board shall have all other powers and duties enumerated in, or reasonably implied from, the Wyoming Joint Powers Act and the laws of the State of Wyoming.

SECTION FIVE TERMINATION, DISSOLUTION AND DISTRIBUTION

5.0 The Joint Powers Board shall continue in existence as long as the proposition to impose said tax is approved by the electors of Natrona County. In the event said tax is not approved by the electors of Natrona County, any remaining funds held by the Joint Powers Board shall be distributed between the Participating Agencies with the requirement that at least ninety percent (90%) of the distributed funds are used to promote travel and tourism in Natrona County.

SECTION SIX
SEVERABILITY

6.0 The terms, provisions and conditions of this Agreement are severable. If any term or provision of this Agreement or its application to any person or circumstance is determined by a Court of proper jurisdiction to be invalid, such invalidity shall be limited to such person, circumstance, term or provision and shall not affect other persons, circumstances, terms or provisions which can give given effect without the invalid provision or application.

IN WITNESS WHEREOF for execution by the City Council of the City of Casper, the Town Council of Town of Edgerton, the Town Council of the Town of Mills, the Town Council of the Town of Bar Nunn, the Town Council of the Town of Midwest, the Town Council of the Town of Evansville, and the Board of County Commissioners of Natrona County, Wyoming, the resolutions of each of which are duly attached and incorporated herein by this reference.

DATED this 4th day of April, 2017.

BOARD OF COUNTY COMMISSIONERS
NATRONA COUNTY, WYOMING



ATTEST:

Renea Vito
Renea Vito, County Clerk

John Dawson
John Dawson, Chairman

My term of office expires
January 7, 2019

DATED this 20th day of June, 2017,

CITY OF CASPER, WYOMING

Kerayne Humphrey
Kerayne Humphrey, Mayor

ATTEST:

Tracey A. Kelsler
City Clerk



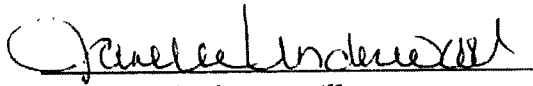
DATED this 18th day of May, 2017,

TOWN OF EVANSVILLE, WYOMING



Phil Hinds, Mayor

ATTEST:



Town Clerk of Evansville

RECEIVED

MAY 19 2017

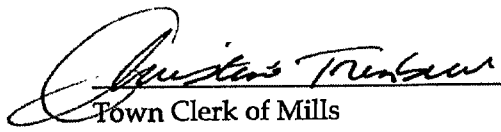
Per _____

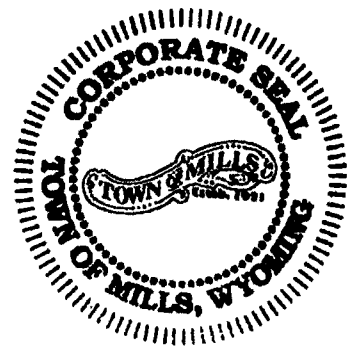
DATED this 10th day of May, 2017,

TOWN OF MILLS, WYOMING


Seth Coleman, Mayor

ATTEST:


Town Clerk of Mills



DATED this 7th day of March, 2017,



TOWN OF BAR NUNN, WYOMING

Patrick Ford, Mayor

ATTEST:

Town Clerk of Bar Nunn

DATED this 22nd day of March, 2017,

TOWN OF EDGERTON, WYOMING

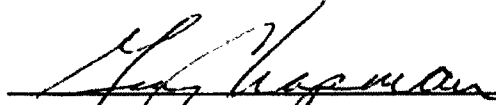
H. H. "Buck" King
H.H. "Buck" King, Mayor

ATTEST:

Cynthia R. Aaro
Town Clerk of Edgerton


DATED this 8 day of February, 2017,

TOWN OF MIDWEST, WYOMING



Guy Chapman, Mayor

ATTEST:



Town Clerk of Midwest

APPROVAL BY ATTORNEY GENERAL

In accordance with Section 16-1-105(a)(ii), Wyoming Statutes, 2016, as amended, the Wyoming Attorney General has reviewed the NATRONA COUNTY TRAVEL AND TOURISM JOINT POWERS AGREEMENT DATED _____, 2017 and determined that said Agreement is compatible with the laws and constitution of the State of Wyoming. The approval of this Agreement by the Attorney General is limited to the terms and conditions of the Agreement itself, and the approval does not extend to any individual project nor the financing of any individual project contemplated under the Agreement.

Approved this ____ day of _____, 2017.

Peter K. Michael
Attorney General
State of Wyoming

(6) WHEREAS, the Participating Agencies desire to amend and replace the existing Joint Powers Agreement consistent with the provisions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements contained herein, it is understood and agreed by and between the parties as follows:

SECTION ONE
PURPOSE

1.0 The purpose of this Agreement is to establish a joint powers board to provide an efficient, orderly, and feasible method to collect and distribute the proceeds of the Lodging Tax defined in Section 39-15-101(a)(i), Wyoming Statutes, 2016, as amended and imposed pursuant to Section 39-15-203 (a)(ii), Wyoming Statutes, 2016, as amended.

SECTION TWO
DURATION OF THE AGREEMENT

2.0 This Agreement and the Joint Powers Board shall be of perpetual duration as long as the proposition to impose said tax is approved by the electors of Natrona County.

SECTION THREE
CREATION, ORGANIZATION AND
COMPOSITION OF JOINT POWERS BOARD

3.0 There is hereby created, pursuant to the Act, the Joint Powers Board styled "Natrona County Travel and Tourism Council." The Joint Powers Board shall constitute a separate body corporate and politic and a legal entity separate and distinct from the Participating Agencies.

3.1 The Joint Powers Board shall consist of nine (9) members, all of whom shall be qualified electors of Natrona County, Wyoming.

3.2 Each Participating Agency shall appoint one (1) member, except the City of Casper and the County of Natrona, who shall each appoint two (2) members. Pursuant to Section 39-15-211 (a)(ii)(B)(I), Wyoming Statutes, 2016, as amended, the majority of the joint powers board membership shall consist of representatives of the travel and tourism industry.

November 1, 2017

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

FROM: Jolene Martinez, Assistant to the City Manager *JM*
Tanya Johnson, Special Projects Coordinator *TJ*

SUBJECT: Community Promotions Allocations – FY 2018 – Final Results

Meeting Type & Date

Regular Council Meeting November 7, 2017

Action Type

Minute Action

Recommendation

That Council, by minute action, authorize the expenditure of \$26,493.32 of budgeted revenue in the General Fund for the current fiscal year to support the Community Promotions events listed below, and authorize the city manager to execute necessary agreements.

Summary

City Council allocated \$40,000 in the current fiscal year to be used for Community Promotions. Thirty-seven (37) applications for funding were received.

At the September 26, 2017, Work Session, Council directed staff to remove any applications from the Community Promotions process if:

1. The request was cash only (Council did not grant **any** cash requests for FY18);
2. The organization receives other funding from the City, such as One Cent;
3. The event does not meet the eligibility requirements of bringing people to town **and** improving quality of life for Casper residents;
4. The application was not submitted by the deadline and/or the final report for funds awarded in FY17 was late or not submitted;
5. The organization is a for-profit business; or
6. The organization is a governmental entity.

After review based on the above criteria, thirteen (13) of the original thirty-seven (37) applications remained eligible to receive Community Promotions funding.

Council completed the voting process during the October 17, 2017, pre-session of the Regular Council Meeting. The results of the requests call for Council to award \$26,493.32, including fee reductions for in-kind services and facilities that are worth \$9,358.32 and \$17,135.00, respectively, to the following organizations:

	Organization	Event Name	Final Result
1	Casper Amateur Hockey Club	Season Events: 7/1/17 - 6/30/18	\$11,700.00
2	Casper Marathon	Casper Marathon	\$416.18
3	Casper Soccer Club	Casper Fall Classic	\$696.50
4	Casper Soccer Club	Spring Jamboree	\$684.50
5	Casper Soccer Club	Wyoming State Cup	\$970.50
6	Eddie McPherson Memorial	Eddie McPherson Memorial Midget A Tournament	\$2,880.00
7	Nicolaysen Art Museum	NIC Fest 2018	\$5,863.48
8	Special Olympics	2017 Fall Tournament	\$2,275.36
9	Special Olympics	2017 Summer Sports Classic	\$1,006.80
Total			\$26,493.32

Financial Considerations

Expenditure of \$26,493.32 of budgeted revenue in the General Fund for the current fiscal year to be used for Community Promotions in FY18.

Oversight/Project Responsibility

Tanya Johnson, Special Projects Coordinator