

COUNCIL MEETING AGENDA

**Casper City Council
City Hall, Council Chambers
Tuesday, December 4, 2018, 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, or Second or Third Reading Ordinance, Must Submit a Written Request **to the City Clerk's Office by 12:00 Noon on the Monday** Immediately Preceding the Council Meeting, or May Speak During the Communications From Persons Present.
- III. When Speaking to the City Council Please:
 - Clearly State Your Name and Address.
 - Direct all questions/comments to the Mayor and only the Mayor.
 - No personal attacks on staff or Council.
 - Speak to the City Council with Civility and Decorum.
- IV. The City Council Will Not Respond to Any Comments or Questions Concerning Personnel Matters. Any Such Comments or Questions Will be Handled by the Appropriate Persons. Public Hearing Comments and Presentations Will be Limited to Five Minutes or Less per Person, nor Will Time Extensions be Permitted. No Duplication of Speakers will be Allowed.
- V. Questions Posed by Speakers May, or May Not be Responded to by Council Members.
- VI. Willful Disruption of, or the Breach of the Peace at, a Council Meeting may Result in the Removal of any Such Individuals or Groups from the Council Chambers.

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

AGENDA

1. ROLL CALL
2. PLEDGE OF ALLEGIANCE

3. CONSIDERATION OF MINUTES OF THE NOVEMBER 20, 2018 REGULAR COUNCIL MEETING, AS PUBLISHED IN THE CASPER STAR-TRIBUNE ON DECEMBER 1, 2018

4. CONSIDERATION OF BILLS AND CLAIMS

5. BRIGHT SPOTS IN OUR COMMUNITY – SEAN INGLEDEW AND BRODY ALLEN

6. COMMUNICATIONS

A. From Persons Present

7. ESTABLISH DATE OF PUBLIC HEARINGS

A. Consent

1. Establish December 18, 2018, as the Public Hearing Date for Consideration of:

- a. **Vacation and Replat** of Betty Luker Parkway Campus #2 and a Portion of Elkhorn Valley No. 5, Lot 1, to Create **Elkhorn Village Addition**, Comprising 21.0 Acres, More or Less; and Consideration of a Request for Rezoning of the Proposed Elkhorn Village Addition from PUD (Planned Unit Development), AG (Urban Agriculture), and R-2 (One Unit Residential) to Entirely R-2 (One Unit Residential), Said Property is Generally Located Northeast of the Intersection of Newport and E. 12th Streets.
- b. Authorization of Submission of a **Wyoming Business Council Grant**, in an Amount up to \$500,000, for the **First Street Reach of the North Platte River Restoration - Poplar Street Bridge to BNSF Bridge Project**.

2. Establish February 19, 2019 as the Public Hearing Date for Consideration of:

- a. **Annual Renewal of Liquor Licenses**.

8. PUBLIC HEARINGS

A. Ordinance

1. **New Distillery Satellite Tasting Room** Ordinance of the Casper Municipal Code.

8. PUBLIC HEARINGS (continued)

B. Minute Action

1. Transfer of Location for **Retail Liquor License No. 5**, Travis Taylor, d/b/a Cocktail's, Located at 134 North Center, to Travis Taylor, d/b/a **Cocktail's**, Located at 138 South Kimball.

9. THIRD READING ORDINANCES

A. **Panhandling** Ordinance –Updating Regulations.

1. Communications from Persons Present

B. **Possession of Motor Vehicle Operator's License** – Repealing and Replacing Ordinance.

2. Communications from Persons Present

10. SECOND READING ORDINANCE

A. **Vacate** Portions of **South Oak Street, South Elm Street, West 8th street, West 9th Street, West 10th Street, Two Alleys** Located in Block 84, Casper Addition, an **Alley** Located in Block 92, Casper Addition, and a Portion of an **Alley** Located in Block 93, Casper Addition.

1. Communications from Persons Present

11. RESOLUTIONS

A. Consent

1. Adopting the **Special Event Guide and Application Policies and Procedures** Along with the Fees Associated with these Policies.
2. Authorizing a New Lease Agreement between the City of Casper and Union Telephone Company d/b/a **Union Wireless**, for an Existing Wireless Communication Tower Located at the **Municipal Golf Course**.
3. Authorizing a Contract for Professional Services with **IMS Infrastructure Management Services**, in the Amount of \$77,992, for the **City-wide Pavement Condition Index Survey**.
4. Authorizing the **Release of Local Assessment District Lien** on Properties Listed on Exhibit 1, Dated October 29, 2018.

11. RESOLUTIONS (continued)

A. Consent

- 5. Authorizing a Lease Agreement with **Hogadon Basin Snowsports School** for the Operation of **Ski and Snowboard Lessons at Hogadon Basin Ski Area**.

12. MINUTE ACTION

A. Consent

- 1. Authorizing the Purchase of the **Crowdstrike Falcon Next Generation Antivirus Subscription Service**, in the Amount of \$24,857.
- 2. Authorizing the Appointments of **Terry Lane and James Belcher** to the **Amoco Reuse Agreement Joint Powers Board**.

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

14. ADJOURN INTO EXECUTIVE SESSION – POTENTIAL LITIGATION AND POTENTIAL DONATION

15. ADJOURNMENT

Upcoming Council meetings

Council meetings

6:00 p.m. Tuesday, December 18, 2018– Council Chambers

6:00 p.m. Tuesday, January 8, 2018 – Council Chambers

Special Work session – Legislative Agenda

5:30 p.m. Thursday, December 6, 2018 – Casper Events Center

Work sessions

4:30 p.m. Tuesday, December 11, 2018 – Council Meeting Room

4:30 p.m. Tuesday, January 15, 2018– Council Meeting Room

ZONING CLASSIFICATIONS

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

COUNCIL PROCEEDINGS
Casper City Hall – Council Chambers
November 20, 2018

1. ROLL CALL

Casper City Council met in regular session at 6:04 p.m., Tuesday, November 20, 2018. Present: Councilmembers Hopkins, Huber, Johnson, Laird, Morgan, Powell, Walsh and Mayor Pacheco. Absent: Councilmember Humphrey. Moved by Councilmember Morgan, seconded by Councilmember Walsh, to, by minute action, excuse the absence of Councilmember Humphrey. Motion passed.

2. PLEDGE OF ALLEGIANCE

Mayor Pacheco led the audience in the Pledge of Allegiance.

3. MINUTES

Moved by Councilmember Johnson, seconded by Councilmember Hopkins, to, by minute action, approve the minutes of the November 6, 2018, regular Council meeting, as published in the Casper-Star Tribune on November 14, 2018. Motion passed.

4. EXECUTIVE SESSION MINUTES

Moved by Councilmember Hopkins, seconded by Councilmember Walsh, to, by minute action, approve the minutes of the November 6, 2018, executive session. Motion passed.

5. MINUTES

Moved by Councilmember Walsh, seconded by Councilmember Powell, to, by minute action, approve the minutes of the November 13, 2018, Special Council meeting, as published in the Casper-Star Tribune on November 19, 2018. Motion passed.

6. BILLS & CLAIMS

Moved by Councilmember Morgan, seconded by Councilmember Johnson, to, by minute action, approve payment of the November 20, 2018, bills and claims, as audited by City Manager Napier. Motion passed.

Bills & Claims		
11/20/18		
33 MileRdImp	Svcs	\$238.56
71Construction	Projects	\$106,313.67
AAALandscaping	Services	\$388.50
AHiatt	Reimb	\$234.99
AKloke	Reimb	\$1,185.00
AllianceElec	Services	\$1,287.75
AMBI	Services	\$1,372.55
AmericanTitle	Services	\$125.00
ARaver	Reimb	\$5.35
ArrowheadHeating	Services	\$181.45
AvaEBell	Services	\$165.75
B Salisbury	Reimb	\$75.00

Balefill	Services	\$103,995.04
BankOfAmerica	Goods	\$187,222.02
BFawcett	Services	\$900.00
BHEnergy	Services	\$22,997.30
BigBrthsBigSstrs	Funding	\$2,623.41
BigWestLndscp	Services	\$13,357.00
CACVB	Funds	\$2,500.00
Caselle	Services	\$75.00
CasparBuildSystems	Services	\$654,536.61
CDWGvmt	Goods	\$280.86
Centurylink	Services	\$11,963.46
CIGNA	Services	\$11,957.40
CityofCasper	Services	\$23,448.69
CivilEngineeringProfessionals	Projects	\$23,597.50
CMITeco	Goods	\$188,580.00
CollectionCenter	Services	\$340.65
CommTech	Goods	\$1,493.50
ComputerPros	Goods	\$8,503.85
Dell	Goods	\$932.77
DeltaDental	Services	\$33,498.20
DrvrAlliantIns	Ins	\$489.00
DvdsnFxdMgmt	Services	\$3,859.22
EdenK-9	Training	\$522.00
EngDsgnAssoc	Services	\$875.00
EnvironmentalCivilSolutions	Services	\$11,520.95
ESOSolutions	Services	\$15,740.00
FConaway	Services	\$150.00
FirstData	Services	\$6,815.28
FirstInterstateBank	Services	\$3,008.59
FirstInterstateBank	Services	\$383.82
FmlyJrnyCtr	Services	\$4,548.70
Forterra	Supplies	\$23,625.00
FremontMotorCasper,Inc	Goods	\$91,933.00
FremontMtrCo	Services	\$33,128.46
GarageDoorDudes	Services	\$100.00
GlobalSpect	Funding	\$218,063.30
GMarshInc	Services	\$2,593.35
GSGArchitecture	Services	\$17,008.42
HDR Engineering	Projects	\$3,533.20
HighPlainsConstruction	Goods	\$235.44
HinspergPoly	Svcs	\$4,116.00
Hitek	Services	\$45,667.50
Homax	Goods	\$75,729.11

I Hill	Reimb	\$22.25
Installation&Svc	Projects	\$10,300.00
IntgrtdTech	Supp	\$2,500.00
ISC	Supplies	\$27,478.72
JBA Alley	Refund	\$12.67
JTL Group	Services	\$274,503.26
KimleyHorn	Services	\$5,301.89
KMRoberts	Refund	\$43.22
LFritzler	Reimb	\$377.14
McMurryReadyMix	Goods	\$229.00
MDean	Reimb	\$26.24
Motorola	Services	\$3,725.99
MSanchez	Reimb	\$75.00
MtnWValtns	Appraisal	\$1,500.00
MunicipalCodeCorp	Goods	\$1,012.07
Nalco	Supp	\$20,602.80
Napa	Goods	\$51,182.16
NationalBenefitServices	Services	\$369.05
NCHealth Dept	Funding	\$45,000.00
NCSheriffsOffice	Funding	\$7,500.00
NCTreasurer	Taxes	\$1,354.21
OneCallofWy	Services	\$522.00
PorterMuirhead	Services	\$50,000.00
PostalPros	Services	\$277.67
PreservationSolutions	Services	\$3,250.00
ProforceLawEnforcement	Goods	\$8,607.35
RegionalWater	Services	\$357,053.53
RLBrehmer	Refund	\$128.74
RockyMtnPower	Services	\$134,307.61
SDaley	Reimb	\$127.53
SeniorPatientAdvocates	Services	\$450.00
S Nunn	Reimb	\$50.00
Stateline7	Services	\$575.00
StateofWy-Trsr	Funding	\$2,177.43
StotzEquipment	Goods	\$6,300.00
TLehman	Refund	\$46.82
TopOffice	Goods	\$127.80
TretoConstruction	Projects	\$167,155.90
TrihydroCorp	Projects	\$6,166.58
UltraMax	Goods	\$2,152.00
UntdFire	Services	\$55,820.61
UrgentCare	Services	\$1,500.00
VisionServicePlan	Services	\$1,557.30

WayneColemanConstruction	Projects	\$146,048.96
WERCSCCommunications	Services	\$1,507.28
WyCfrncBldgOff	Training	\$600.00
WyDeptEmployment	Services	\$189.92
WyDeptRevenue	Taxes	\$915.36
WYDOT	Services	\$1,297.16
WyLawEnforcementAcademy	Services	\$10,402.00
WyOffice Products	Supplies	\$163,581.66
WYTrnsfr	Services	\$500.00
		\$3,544,534.05

7. COMMUNICATIONS FROM PERSONS PRESENT

Individuals addressing the Council were: Dennis Steensland, 533 S. Washington, questioning expenditures and the need for the budget amendment; **Amber O'Donnell**, 3436 Whispering Springs, requesting improvements be made to the bullying policies in our community; **Donnie O'Donnell, 626 Morgan**, also requesting changes to bullying policies; and Carla Edwards, 5510 S. Oak, expressing support of a proposed draft of the animal control ordinance that varies from the one the City Council posted on-line.

8. ESTABLISH PUBLIC HEARINGS

Moved by Councilmember Morgan, seconded by Councilmember Walsh, to, by minute action, establish December 4, 2018, as the public hearing date for the consideration of new Distillery Satellite Tasting Room ordinance of the Casper Municipal Code; transfer of location for Retail Liquor License No. 5, Travis Taylor, d/b/a Cocktail's, located at 134 North Center, to Travis Taylor, d/b/a Cocktail's, located at 138 South Kimball; and, Establish January 8, 2019, as the public hearing date for consideration of appeal of **Planning and Zoning Commission's decision to deny a Conditional Use Permit for an off-premise sign (billboard) in a C-2 (General Business) Zoning District, on Lot 4, Block 159, Casper Addition, located at 1329 South Poplar Street for applicants David DeWald and Lamar Advertising.** Councilmember Laird abstained from voting on the transfer of Retail Liquor License No. 5. Motion passed.

9.A PUBLIC HEARING - ORDINANCE

Mayor Pacheco opened the public hearing for the consideration of the vacation of portions of South Oak Street, South Elm Street, West 8th Street, West 9th Street, West 10th Street, two alleys located in Block 84, Casper Addition, an alley located in Block 92, Casper Addition, and a portion of an alley located in Block 93, Casper Addition. City Attorney Henley entered two (2) exhibits: correspondence from Liz Becher to J. Carter Napier, dated November 9, 2018 and an affidavit of publication, as published in the Casper-Star Tribune, dated November 7, 2018. City Manager Napier provided a brief report. Speaking in support was Doug Tunison, Natrona County School District Project Manager. There being no others to speak for or against the issues involving the vacation, the public hearing was closed.

Following ordinance read:

ORDINANCE NO. 23-18

AN ORDINANCE APPROVING THE VACATION OF A PORTION OF SOUTH OAK STREET, SOUTH ELM STREET, WEST 8TH STREET, WEST 9TH STREET, WEST 10TH STREET, TWO ALLEYS LOCATED IN BLOCK 84, CASPER ADDITION, AN ALLEY LOCATED IN BLOCK 92, CASPER ADDITION, AND A PORTION OF AN ALLEY LOCATED IN BLOCK 93, CASPER ADDITION.

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

9.B PUBLIC HEARING - RESOLUTION

Mayor Pacheco opened the public hearing for the consideration of the amendment to the fiscal year 2019 budget. City Attorney Henley entered two (2) exhibits: correspondence from Tom Pitlick, to J. Carter Napier, dated November 13, 2018 and an affidavit of publication, as published in the Casper-Star Tribune, dated November 20, 2018. City Manager Napier provided a brief report. There being no one to speak for or against the issues involving the budget amendment, the public hearing was closed.

Following resolution read:

RESOLUTION NO. 18-250

A RESOLUTION AMENDING THE FISCAL YEAR 2019 BUDGET OF THE CITY OF CASPER, AUTHORIZING THE ADJUSTMENT OF FUNDS THEREUNDER.

Councilmember Laird presented the foregoing resolution for adoption. Seconded by Councilmember Walsh. Councilmember Morgan asked about staffing, and City Manager Napier addressed his question. Motion passed.

10. ORDINANCE— THIRD READING

Following ordinance read:

ORDINANCE NO. 19-18

AN ORDINANCE GRANTING A FRANCHISE TO QWEST CORPORATION D/B/A CENTURYLINK QC (**"CENTURYLINK"**) TO OPERATE AND MAINTAIN A TELECOMMUNICATIONS SYSTEM (**"THE SYSTEM"**) IN THE CITY OF CASPER, WYOMING (**"THE CITY"**).

WHEREAS, under Wyoming Statute § 15-1-103(a)(xxxiii), a city may grant franchises for such terms as the governing body deems proper to any utility company, provided no franchise may be entered into with any person in which that person is given an exclusive right for any purpose whatsoever; and,

WHEREAS, CenturyLink is a utility company that desires a franchise from the City; and, WHEREAS, the City has determined that it is in the public interest to grant a franchise to CenturyLink under the terms and conditions contained herein.

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

SECTION 1. Grant of Franchise.

A. Subject to the terms and conditions set forth in this Franchise, the City hereby grants to CenturyLink a nonexclusive authorization to construct, maintain, operate, upgrade, adjust, protect, support, raise, lower, disconnect, remove and relocate its cables, poles, wires, conduits, conductors, pipes and related appurtenances ("Facilities") for its System in, under, along, over and across the present and future streets, alleys and avenues of the City ("Public Ways"), for the purpose of providing telecommunication services (as defined in 47 U.S.C. § 153) and related services to the City's inhabitants. This Franchise shall constitute both a right and an obligation to provide the System required by, and to fulfill the obligations set forth in, the provisions of this Franchise.

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. 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 CenturyLink provide services other than a telecommunication 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 CenturyLink with any interest in any particular location within the Public Way; and it does not confer rights other than as expressly provided in the grant hereof.

SECTION 2. Acceptance by CenturyLink. 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, CenturyLink shall file a signed copy thereof with the City Clerk, otherwise the Ordinance and the rights, privileges and authority granted herein shall be null and void.

SECTION 3. Term. The Term of this Franchise is ten (10) years commencing on the date of Acceptance by CenturyLink as set forth in Section 2, above, and then from year-to-year until a party gives the other party at least ninety (90) days' notice in writing and in advance of expiration of the initial term or any subsequent term stating an intent to terminate the agreement at the end of such existing term.

SECTION 4. Franchise Fee.

A. Payments and Reports.

1. Quarterly Payments. From and after the date of CenturyLink's Acceptance of this Ordinance and until its expiration, CenturyLink will pay the City five percent (5%) of CenturyLink's local exchange access service Gross Revenue (as defined in Appendix A hereto). CenturyLink's Franchise fee payments to the City shall be computed quarterly for the preceding calendar quarter ending March 31, June 30, September 30, and December 31. Each quarterly payment shall be due and payable no later than 30 days after those dates.

2. 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 CenturyLink.

B. Franchise Termination. If this Franchise terminates for any reason, and CenturyLink ceases operations in the City or is not in the negotiation with the City of a replacement Franchise, CenturyLink shall file with the City within 90 calendar days of the date of termination, a financial statement, certified by an independent certified public accountant, showing the Gross Revenues received by CenturyLink since the end of the previous fiscal year.

C. Late Payments. If any payment due quarterly is not received within 30 days from the end of the calendar quarter, CenturyLink shall pay interest on the amount due (at the prime rate as listed in the Wall Street Journal on the date the payment was due), compounded daily, calculated from the date that payment was originally due until the date the City receives the payment.

D. Under Payments. If a net franchise underpayment is discovered as a result of an audit, CenturyLink shall pay interest at the rate of eight percent (8%) per annum, compounded quarterly, calculated from the date each portion of the underpayment was originally due until the date CenturyLink remits the underpayment to the City.

SECTION 5. Records Inspection. No more frequently than once every two years, the City shall have the right to audit records to ensure compliance with this Franchise. The City shall give reasonable written notice of its intent to audit. It is CenturyLink's responsibility to collect and to make available to the City for copying, at CenturyLink's local office, all records upon which a franchise fee is required to be paid. If a City review of payments shows that CenturyLink has underpaid the franchise fee by: (i) three percent (3%) or less for the year, the City shall bear the cost of the audit; (ii) more than three percent (3%) but less than or equal to five percent (5%) for the year, the City and CenturyLink shall each bear an equal amount of the cost of the audit; or (iii) more than five percent (5%) for the year, CenturyLink shall bear the cost of the audit.

SECTION 6. Non-Exclusive Franchise. The right to use and occupy the Public Ways of the City shall be nonexclusive, and the City reserves the right to use the Public Ways for itself or any other entity. The City's use, however, shall not unreasonably interfere with CenturyLink's Facilities or the rights granted to CenturyLink herein.

SECTION 7. 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 8. Indemnification.

A. General Indemnification. CenturyLink 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, including, without limitation, copyright infringement, defamation, and all other damages in any way arising out of, or by reason of, any construction, excavation, operation, maintenance, construction, or any other act done under this Franchise, by or for CenturyLink, agents, or its employees, or by reason of any neglect or omission of CenturyLink. CenturyLink shall consult and cooperate with the City while conducting its defense of the City.

B. Indemnification for Relocation. CenturyLink 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, CenturyLink's failure to remove, adjust or relocate any of its facilities in the Public Ways in a timely manner in accordance with Section 12 of this Franchise.

C. Hazardous Substances Indemnification. CenturyLink 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 (as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9601 *et seq.*) caused by the System.

SECTION 9. Insurance Requirements.

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

B. Minimum Scope and Limit of Insurance. Coverage shall be at least as broad as:
1. Commercial General Liability (CGL): On an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than the sum of Two Hundred Fifty Thousand Dollars (\$250,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Five Hundred Thousand Dollars (\$500,000) for all claims arising out of a single transaction or occurrence. The WC policy shall be endorsed to contain Employers Liability/Stop Gap Coverage.

2. Automobile Liability: Covering, Code 1 (any auto), or if CenturyLink has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than Five Hundred Thousand Dollars (\$500,000) per accident for bodily injury and property damage.

3. Workers' Compensation: as required by the State of Wyoming with Statutory Limits.

4. Professional Liability (Errors and Omissions) Insurance appropriate to the CenturyLink's profession, with limit no less than the sum of Two Hundred Fifty Thousand Dollars (\$250,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Five Hundred Thousand Dollars (\$500,000) for all claims arising out of a single transaction or occurrence.

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

D. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. ***Additional Insured Status***

The City, its officers, elected and appointed officials, employees, agents and volunteers are to be included as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of CenturyLink including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to CenturyLink's insurance).

2. **Primary Coverage**

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

3. **Waiver of Subrogation**

CenturyLink hereby grants to the City a waiver of any right to subrogation which Commercial General and Auto Liability of CenturyLink may acquire against the City by virtue of the payment of any loss under such insurance, for losses caused by and to the extent of CenturyLink's negligence. CenturyLink agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

4. **Acceptability of Insurers**

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

5. **Claims Made Policies.** If any of the required policies provide coverage on a claims made basis:

a. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.

b. Insurance must be maintained and evidence of insurance must be provided **for at least three (3) years after completion of the contract of work.** However, CenturyLink's liabilities under this Contract shall not be deemed limited in any way by the insurance coverage required.

c. If coverage is canceled or non-renewed, and not **replaced with another claims-made policy form with a Retroactive Date** prior to the contract effective date, CenturyLink must purchase "extended reporting" coverage for a minimum of three (3) years after completion of contract work and at all times thereafter until the applicable statute of limitations runs.

6. **Verification of Coverage**

CenturyLink shall furnish the City with a Memorandum of Insurance coverage required by this clause. However, failure to obtain the required documents prior to the work beginning shall not waive CenturyLink's obligation to provide them.

7. **Subcontractors**

CenturyLink shall require and verify that all subcontractors maintain insurance appropriate for the work being performed and CenturyLink shall ensure that the City is an additional insured on insurance required from subcontractors.

8. **Special Risks or Circumstances**

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

SECTION 10. 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 System Facilities owned, maintained, or operated by CenturyLink 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 within ten (10) business days provide by certified mail to CenturyLink: (a) each site address to be annexed as recorded on City 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 to the contact in Section 19, or such other updated address as Century Link shall provide to the City in writing by certified mail, return receipt requested. Notwithstanding the foregoing, failure of the City to provide the notice described herein shall not constitute a material breach of this Franchise.

SECTION 11. Plan, Design, Construction and Installation of CenturyLink's Facilities.

A. All Facilities under authority of this Ordinance shall be used, constructed and maintained in accordance with applicable law, codes and regulations.

B. CenturyLink shall, prior to commencing construction work in Public Ways or other public places, apply for a permit from the City. CenturyLink will abide by all applicable ordinances, rules, regulations and requirements of the City consistent with applicable law, and the City may inspect the manner of such work and require remedies as may be necessary to assure compliance. CenturyLink shall obtain excavation permits for streets and alleys, regardless of surfacing types, and traffic control permits for all streets, and shall not unnecessarily obstruct the use Public Ways. 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, and all such mains, services and pipes shall be installed subject to approval of the City Manager or his/her designee. Notwithstanding the foregoing, CenturyLink shall not be obligated to obtain a permit to perform emergency repairs.

C. To the extent practical and consistent with any permit issued by the City, all Facilities shall be located so as to cause minimum interference with the Public Ways and shall be constructed, installed, maintained, renovated or replaced in accordance with applicable rules, ordinances and regulations of the City, as they may be amended from time to time.

D. CenturyLink, in doing any work in connection with its Facilities, shall avoid, so far as practicable, interfering with the use of any Public Way or public place, and where the paving or surface of any street, alley or public place is disturbed, CenturyLink, at its own expense and in a manner satisfactory to the City Manager or his/her designee, 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 rules, ordinances and regulations, as they may be amended from time to time.

E. Paved streets shall be bored or drilled when crossed under the ground by CenturyLink's Facilities so that the City's paved Public Ways will not be unnecessarily damaged. The City Manager or his/her designee, in his 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.

F. If, during the course of work on its Facilities, CenturyLink causes damage to or alters the Public Way or other public property, CenturyLink shall replace and restore such Public Way or public property at CenturyLink's expense to a condition equal to or better than the condition that existed immediately prior to such damage or alteration.

G. CenturyLink shall have the right to excavate the Public Ways subject to reasonable conditions and requirements of the City. All excavation shall be performed in a manner that creates the least inconvenience to the public, and in accordance with permits and manuals issued by the City. In doing any work in connection with said mains, pipes and services, CenturyLink shall avoid, so far as practicable, interfering with the use of any street, alley or public place.

H. Strand Maps. Upon reasonable request, CenturyLink agrees to provide strand maps or similar records kept in its usual course of business to an unaffiliated person engaged by City if such Person signs CenturyLink's nondisclosure agreement.

I. Nothing in this Ordinance shall be construed to prevent the City from constructing, maintaining, repairing, or relocating its sewers, streets, water mains, sidewalks, or other public property. However, before commencing any work within a Public Way that may affect CenturyLink's Facilities, the City shall give written notice to CenturyLink, and all such work shall be done, insofar as practicable, in such a manner as not to obstruct, injure, or prevent the free use and operation of CenturyLink's Facilities.

J. CenturyLink shall not attach to, or otherwise use or commit to use, any pole owned by City until a separate pole attachment agreement has been executed by the parties.

K. This Agreement does not establish priority for use of Public Ways over holders of other permits or franchises; it grants no vested interest in occupying any particular position in the Public Ways. The City shall control distribution of space in the Public Ways, but may not exercise that authority unreasonably. No location of any of the Facilities shall give rise to a vested interest in public property.

SECTION 12. Relocation of Facilities and Discontinuing Use/Abandonment.

A. Relocation for the City.

1. CenturyLink shall protect, support, adjust, raise, lower, temporarily disconnect, relocate, or remove any CenturyLink Facilities, property or equipment located in a Public Way when required by the City consistent with its police powers or when reasonable public convenience requires such change (for example, without limitation, by reason of traffic conditions, public safety, Public Way vacation, Public Way construction, change or establishment of Public Way grade, installation of sewers, drains, gas or water pipes, or any other types of structures or improvements by the City for public purposes, but excluding projects undertaken for beautification or aesthetics). Such work shall be performed at CenturyLink's expense. Except during emergency, the City shall provide reasonable notice to CenturyLink of its need to relocate that is commensurate with the complexity of the project, but in all events never less than sixty (60) days, and allow CenturyLink an opportunity to perform such action. Following notice by the City, CenturyLink shall relocate, remove, replace, modify or disconnect any of its facilities or equipment within any Public Way, or on any other property of the City. If the City requires CenturyLink to relocate its facilities located within the Public Way, the City shall provide CenturyLink's alternative location within the Public Way.

2. Excluding circumstances or events outside of its reasonable control, if CenturyLink fails to complete this work within the time prescribed to the City's satisfaction, the City may cause such work to be done at CenturyLink's cost; and provided further that the City shall

not be liable for any damage to any portion of the System except to the extent caused by the negligence of the City or its contractor. Within 30 days of receipt of an itemized list of those costs CenturyLink shall pay the City.

B. Relocation for a Third Party. CenturyLink shall, at the request of any person or entity holding a lawful permit issued by the City, protect, support, adjust, raise, lower, temporarily disconnect, relocate or remove any CenturyLink Facilities, property or equipment located in the Public Ways, provided that the cost of such action is borne by the person requesting it and CenturyLink is given advance written notice of not less than 60 days. In such situation, CenturyLink may also require advance payment by the benefited person or entity.

C. Temporary Changes for Other Permittees. At the request of any person or entity holding a valid permit upon reasonable advance notice, CenturyLink shall temporarily raise, lower or remove its Facilities, property or equipment as necessary to permit the moving of a building, vehicle, equipment or other item. The expense of such temporary changes must be paid by the permit holder, and CenturyLink may require a reasonable deposit of the estimated payment in advance.

D. Alternatives to Relocation. CenturyLink may, after receipt of written notice requesting a relocation of Facilities, submit to the City written alternatives to such relocation. Such alternatives shall include the use and operation of temporary transmitting facilities in adjacent Public Ways. The City shall promptly evaluate such alternatives and advise CenturyLink in writing if one or more of the alternatives are suitable. If requested by the City, CenturyLink shall promptly submit additional information to assist the City in making such evaluation. The City shall give each alternative proposed by CenturyLink full and fair consideration. In the event the City ultimately determines that there is no other reasonable alternative, CenturyLink shall relocate the components of the System as otherwise provided herein.

E. Discontinuing Use/Abandonment of System Facilities. Whenever CenturyLink intends to discontinue using any facility in the Public Ways, CenturyLink shall submit for the City's approval a complete description of the facility and the date on which CenturyLink intends to discontinue using the facility. CenturyLink may remove the facility or request that the City permit it to remain in place and to convey same to City through a letter of abandonment or bill of sale. The City may require CenturyLink to perform a combination of abandonment, modification or removal of the facility upon a reasonable schedule set by the City. Until such time as CenturyLink abandons, removes or modifies the facilities, as directed by the City, CenturyLink shall be responsible for all necessary repairs and relocations of the facility, as well as maintenance of the Public Way, in the same manner and degree as if the facility were in active use, and CenturyLink shall retain all liability for such facility during such time. If CenturyLink abandons its facilities, the City may choose to use such facilities for any purpose whatsoever including, but not limited to access purposes.

SECTION 13. Vegetation Management. CenturyLink shall have the authority to trim trees and other natural growth in the Public Ways in order to access and maintain the Facilities in compliance with applicable law and industry standards. This grant shall in no way impose a duty on CenturyLink; instead, this grant gives permission to CenturyLink should CenturyLink elect to conduct such activities from time-to-time in order to access and maintain its Facilities.

SECTION 14. Omitted.

SECTION 15. Franchise Noncompliance; Claims Under Agreement.

A. In the event that the City believes that CenturyLink has not complied with the terms of the Franchise, the City's Public Services Director or his/her designee shall informally discuss the matter with CenturyLink. If these discussions do not lead to resolution of the problem, the City shall notify CenturyLink in writing of the exact nature of the alleged noncompliance.

B. CenturyLink shall have thirty (30) days from receipt of the written notice described in subsection 15.A. to either respond to the City, contesting the assertion of noncompliance and requesting a public hearing of same, or otherwise initiate reasonable steps to remedy the asserted noncompliance issue, notifying the City of the steps being taken and the projected date that they will be completed. A public hearing shall be held within 60 days' of the request.

C. The City and CenturyLink agree that, except to the extent inconsistent with applicable law, any and all claims asserted and arising under this Agreement, including from the determination of a public hearing held pursuant to subsection 15.B., above, shall be heard and determined either in a state or federal court located in the City.

SECTION 16. No Waiver of Rights. Neither the City nor CenturyLink shall be excused from complying with any of the terms and conditions contained herein 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. Each party expressly reserves any and all rights, remedies, and arguments it may have at law or equity, without limitation, and to argue, assert, and/or take any position as to the legality or appropriateness of any provision in this Ordinance that is inconsistent with State or Federal law, as may be amended.

SECTION 17. Transfer of Franchise. CenturyLink's right, title, or interest in the Franchise shall not be sold, transferred, assigned, or otherwise encumbered without notice to the City, except when said sale, transfer, assignment, or encumbrance is to an entity controlling, controlled by, or under common control with CenturyLink, or for transfers in trust, by mortgage, by other hypothecation, or by assignment of any rights, title, or interest of CenturyLink in the Franchise or Facilities in order to secure indebtedness.

SECTION 18. Amendment. Amendments to the terms and conditions contained herein shall be mutually agreed upon by the City and CenturyLink and formally adopted by the City Council as an ordinance amendment.

SECTION 19. Notices. Any notice required or permitted to be given hereunder shall be deemed sufficient if given by a communication in writing and shall be deemed to have been received (a) upon personal delivery or actual receipt thereof or (b) within three (3) business days after such notice is deposited in the United States Mail, postage prepaid, certified, and addressed to the Parties as set forth below:

The City of Casper, Wyoming
Attn: City Attorney's Office
200 N. David Street
Casper, WY 82601
CenturyLink:
Franchise Rights-of-Way Attorney
100 CenturyLink Dr.
Monroe, LA 71203

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. 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.

PASSED on 1st reading the 16th day of October, 2018

PASSED on 2nd reading the 6th day of November, 2018.

PASSED, APPROVED AND ADOPTED on the 3rd and final reading the 20th day of November, 2018.

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

11.A ORDINANCE— SECOND READING

Following ordinance read:

ORDINANCE NO. 20-18

AN ORDINANCE APPROVING THE ANNEXATION, PLAT/REPLAT AND ZONING CREATING THE STATE OFFICE BUILDING ADDITION; AND ALSO APPROVING THE STATE OFFICE BUILDING ADDITION SUBDIVISION AGREEMENT.

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

11.B ORDINANCE— SECOND READING

Following ordinance read:

ORDINANCE NO. 21-18

AN ORDINANCE REPEALING AND REPLACING CHAPTER 9.18 OF THE CASPER MUNICIPAL CODE PERTAINING TO PANHANDLING.

Councilmember Johnson presented the foregoing ordinance for approval, on second reading. Seconded by Councilmember Walsh. No one addressed Council. Councilmember Laird moved to amend the ordinance by changing the fine to the amount of five (5) dollars. Seconded by Councilmember Johnson. Council discussed the matter. Councilmember Laird reconsidered his amendment and requested changing it to specify the five (5) dollar fine for a first offense. City Attorney Henley recommended voting on the amendment as presented before considering other amendments. Councilmembers further discussed the proposed amendment. Councilmember Laird voted aye, motion to amend failed. Councilmember Laird indicated that he had no further amendments. Councilmember

Morgan moved to amend the ordinance to make the fine for the first offense five (5) dollars and the penalties for a second offense to be up to seven hundred fifty (750) dollars and up to six (6) months in jail. Councilmember Laird seconded the motion. Councilmembers Laird and Morgan voted aye, motion to amend failed. Council then voted on the ordinance, as presented on second reading. Councilmembers Laird and Morgan voted nay, motion passed.

11.c ORDINANCE— SECOND READING

Following ordinance read:

ORDINANCE NO. 22-18
AN ORDINANCE REPEALING AND REPLACING SECTION
10.12.010 OF THE CASPER MUNICIPAL CODE PERTAINING
TO POSSESSION OF **MOTOR VEHICLE OPERATOR'S**
LICENSE REQUIRED.

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

12.A RESOLUTION

Following resolution read:

RESOLUTION NO. 18-257
A RESOLUTION AUTHORIZING AN AGREEMENT WITH
INSTALLATION AND SERVICE COMPANY, INC., FOR THE
POLICE DEPARTMENT SHOOTING RANGE
IMPROVEMENTS, PROJECT NO. 17-065.

Councilmember Laird presented the foregoing resolution for adoption. Seconded by Councilmember Johnson. City Manager Napier provided a brief report. Councilmember Morgan shared that his concerns with the contract had been addressed. Motion passed.

12.B CONSENT RESOLUTIONS

The following resolutions were considered, by consent agenda:

RESOLUTION NO. 18-251
A RESOLUTION AUTHORIZING THE RELEASE OF THE
CITY'S LIEN ON THE TRACTOR TRUCK AND TRAILER OF
THE FOOD BANK OF THE ROCKIES.

RESOLUTION NO. 18-252
A RESOLUTION ACCEPTING A GRANT FROM THE
WYOMING OFFICE OF HOMELAND SECURITY.

RESOLUTION NO. 18-253
A RESOLUTION AUTHORIZING A PROCUREMENT
AGREEMENT WITH ANDRITZ SEPARATION INC. FOR
THREE AIRCONDITIONING UNITS FOR USE AT THE SAM
H. HOBBS WASTEWATER TREATMENT PLANT.

RESOLUTION NO. 18-254

A RESOLUTION AUTHORIZING AN AGREEMENT WITH DAVIDSON MECHANICAL, INC., FOR THE CASPER EVENTS CENTER COMBINATION OVEN/STEAMER REPLACEMENTS, PROJECT NO. 18-087.

RESOLUTION NO. 18-255

A RESOLUTION AUTHORIZING CHANGE ORDER NO. 1 TO THE AGREEMENT WITH TRETTO CONSTRUCTION, LLC, FOR FINAL QUANTITY VARIATIONS FOR THE 2018 BEVERLY STREET IMPROVEMENTS, PROJECT NO. 17-083.

RESOLUTION NO. 18-256

A RESOLUTION AUTHORIZING AN AGREEMENT WITH MODERN ELECTRIC CO., FOR THE RWWS LIFT STATION GENERATOR— RIVERWEST, PROJECT NO. 18-008.

RESOLUTION NO. 18-258

A RESOLUTION AUTHORIZING AN AGREEMENT WITH CASPAR BUILDING SYSTEMS, INC., FOR COMPOST EQUIPMENT BUILDING HEATING, PROJECT NO. 17-017.

Councilmember Walsh presented the foregoing seven (7) resolutions for adoption. Seconded by Councilmember Powell. Councilmember Laird voted nay on Resolution No. 18-255. Motion passed.

13. MINUTE ACTION— CONSENT

Moved by Councilmember Hopkins, seconded by Councilmember Walsh, to, by consent minute action:

- 1) approve a one year extension for Bar and Grill Liquor License No. 10, Marvin Piel Family, LLC d/b/a The Tower, located at 100 North Center Street.
- 2) authorize the discharge of \$22,430.30 of uncollectible accounts receivable balances, aged between the dates of July 1, 2013 and September 30, 2013, including a more recent bankruptcy.
- 3) authorize the purchase of one (1) new trailer mounted air compressor, from United Rentals, Inc., in the total amount of \$22,375.00.
- 4) authorize the purchase of one (1) new one-ton crew cab pickup **truck with 8” bed and accessories**, from Fremont Motors, in the total amount of \$44,746.00, before the trade-in allowance.
- 5) authorize the purchase of three (3) new half-ton regular cab pickup trucks, from Fremont Motors, in the total amount of \$74,802.00, before the trade-in allowance.
- 6) authorize the purchase of one (1) hydraulic material handler, from Power Equipment Company, in the total amount of \$383,368.00.
- 7) authorize the purchase of two (2) new flatbed haul trailers, from CMI Teco, the total amount of \$91,894.00.

8) reject all bids received for the Wastewater Treatment Plant Dewatering Building Heater Replacement Project.
Motion passed.

14. INTRODUCTION OF MEASURES AND PROPOSALS

Councilmember Morgan requested information on the type and amount of training Casper Police Department School Resource Officers receive. Councilmember Laird requested one time money for City employees. And Councilmember Powell requested that Council consider some type of historic district zoning at a future session.

15. ADJOURNMENT

Mayor Pacheco noted the next meetings of the City Council will be a work session to be held at 4:30 p.m., Tuesday, November 27, **2018, in the Council's meeting room; and, a** regular Council meeting to be held at 6:00 p.m., Tuesday, December 4, 2018, in the Council Chambers. Moved by Councilmember Laird, seconded by Councilmember Johnson, to, by minute action adjourn. Motion passed. The meeting was adjourned at 7:45 p.m.

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Ray Pacheco
Mayor

Bills & Claims

City of Casper

11/21/2018 to 12/04/2018

A.M.B.I. & SHIPPING, INC.	18-10-517 POSTAGE	\$37.68
	Subtotal for Cost Center Balefill:	\$37.68
	18-10-530 POSTAGE	\$3.60
	Subtotal for Cost Center Refuse Collection:	\$3.60
	Vendor Subtotal:	\$41.28
<hr/>		
BENJAMIN WORLEY	RIN0029084 STEEL TOE WORKBOOTS B WORLEY	\$75.00
	Subtotal for Cost Center Waste Water:	\$75.00
	Vendor Subtotal:	\$75.00
<hr/>		
BLACK HILLS ENERGY	RIN0029077 LANDFILL REMED PROGRAM	\$15.75
	RIN0029077 LATE FEES	\$0.83
	Subtotal for Cost Center Balefill:	\$16.58
	Vendor Subtotal:	\$16.58
<hr/>		
BRANT MARSHALL	1-299721 STEEL TOE BOOT REIMBURSEMENT	\$62.10
	Subtotal for Cost Center Water:	\$62.10
	Vendor Subtotal:	\$62.10
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CASPER NATRONA COUNTY HEALTH DEPARTMENT	0025583-IN MONTHLY FUNDING	\$45,000.00
	Subtotal for Cost Center Social Community Services:	\$45,000.00
	Vendor Subtotal:	\$45,000.00
<hr/>		
CASPER PUBLIC UTILITIES	RIN0029055 SANITATION	\$113.00
	RIN0029055 SEWER	\$22.95
	Subtotal for Cost Center Water Treatment Plant:	\$135.95
	Vendor Subtotal:	\$135.95
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CASPER SOCCER CLUB	RIN0029095 DEPOSIT REFUND	\$500.00
	Subtotal for Cost Center Recreation:	\$500.00

Bills & Claims

City of Casper

11/21/2018 to 12/04/2018

	Vendor Subtotal:	\$500.00
CENTURYLINK	RIN0029080 PHONE USE	\$154.58
	Subtotal for Cost Center Metro Animal:	\$154.58
	RIN0029080 PHONE USE	\$45.78
	Subtotal for Cost Center Municipal Court:	\$45.78
	RIN0029080 PHONE USE	\$42.55
	RIN0029091 PHONE USE	\$63.79
	Subtotal for Cost Center Sewer:	\$106.34
	Vendor Subtotal:	\$306.70
CITY OF CASPER	5128/168690 NOV 18 MPO MONTHLY GIS FEE	\$581.98
	5128/168690 NOV 18 MPO MONTHLY GIS FEE	\$5,537.64
	Subtotal for Cost Center Metropolitan Planning:	\$6,119.62
	Vendor Subtotal:	\$6,119.62
CITY OF CASPER - BALEFILL	734/168739 SANITATION	\$600.00
	Subtotal for Cost Center Metro Animal:	\$600.00
	247/168701-703 SANITATION	\$431.00
	Subtotal for Cost Center Parks:	\$431.00
	2772/168628 SANITATION	\$5,273.76
	2772/168733 SANITATION	\$5,329.44
	2772/168574-602 SANITATION	\$11,375.52
	2772/168665 SANITATION	\$5,234.88
	2772/168785-792 SANITATION	\$5,827.20
	2772/168812 SANITATION	\$6,058.80
	Subtotal for Cost Center Refuse Collection:	\$39,099.60
	1276/168627 SANITATION	\$120.48
	1276/168573 SANITATION	\$80.64
	1276/168663 SANITATION	\$1,126.94
	1276/168783 SANITATION	\$81.60
	Subtotal for Cost Center Waste Water:	\$1,409.66

Bills & Claims

City of Casper

11/21/2018 to 12/04/2018

	Vendor Subtotal:	\$41,540.26
CIVIL ENGINEERING PROFESSIONALS, INC.	14-066-42 ZONE III	\$7,440.00
	Subtotal for Cost Center Water:	\$7,440.00
	Vendor Subtotal:	\$7,440.00
CLARITY IN NUMBERS LLC	02532 ACTUARIAL SERVICES	\$1,750.00
	02523 ACTUARIAL SERVICES	\$5,000.00
	Subtotal for Cost Center Health Insurance:	\$6,750.00
	Vendor Subtotal:	\$6,750.00
COMMUNICATION TECHNOLOGIES, INC.	81337 UPS FOR RADIOS	\$2,011.00
	Subtotal for Cost Center Communications Center:	\$2,011.00
	80347 REPAIR UNIT 205	\$51.50
	80388 REMOVE AND REPLACE EQUIP	\$515.00
	80311 EQUIP INSTALL UNIT 308	\$1,398.05
	80316 REPAIR UNIT 306	\$51.50
	80397 INSTALLS FOR VIN75588	\$1,903.00
	80389 INSTALLS FOR VIN43424	\$1,813.35
	Subtotal for Cost Center Police:	\$5,732.40
	Vendor Subtotal:	\$7,743.40
COMPUTER PROFESSIONALS UNLIMITED, INC.	INV112277 COPIER SGTS	\$3,359.00
	Subtotal for Cost Center Police:	\$3,359.00
	Vendor Subtotal:	\$3,359.00
COWDIN CLEANING	201287 Service Center Custodial Oct18	\$884.00
	Subtotal for Cost Center Buildings & Structures:	\$884.00
	Vendor Subtotal:	\$884.00
CRIME SCENE INFORMATION	157-12-081 CRIMESTOPPERS LINE	\$86.25
	Subtotal for Cost Center Police:	\$86.25

Bills & Claims

City of Casper

11/21/2018 to 12/04/2018

INFORMATION

Vendor Subtotal:	\$86.25
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CROWN CONSTRUCTION LLC

1042 CATCH BASIN REPAIRS	\$17,500.00
Subtotal for Cost Center Streets:	\$17,500.00

Vendor Subtotal:	\$17,500.00
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DEERFIELD HOLDINGS CORPORATION

20500555 WARM CLAIM 1688CA - CYBER	\$7,198.75
20500532 WARM CLAIM 1688CA - CYBER	\$4,314.19
Subtotal for Cost Center Property & Liability Insurance:	\$11,512.94

Vendor Subtotal:	\$11,512.94
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DELL MARKETING LP

10279181630 LICENSES	\$1,140.24
10278355220 WINDOWS	\$449.05
Subtotal for Cost Center Police:	\$1,589.29

Vendor Subtotal:	\$1,589.29
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DEREK BEESON

RIN0029088 STEEL TOED WORK BOOTS	\$75.00
Subtotal for Cost Center Refuse Collection:	\$75.00

Vendor Subtotal:	\$75.00
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DIAMOND VOGEL PAINTS, INC.

726269828 PAINTING AROUND FACILITY	\$57.38
726269565 PAINTING AROUND FACILITY	\$32.29
Subtotal for Cost Center Balefill:	\$89.67

Vendor Subtotal:	\$89.67
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FIRST DATA MERCHANT SVCS CORP.

REMI1362428 CC SERVICES	\$48.39
Subtotal for Cost Center Cemetery:	\$48.39

REMI1316430C CREDIT CARD MACHINE	\$60.09
Subtotal for Cost Center Police:	\$60.09

Vendor Subtotal:	\$108.48
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Bills & Claims

11/21/2018 to 12/04/2018

FIRST INTERSTATE BANK	RIN0028993 DEPOSIT TICKETS	\$57.60
	Subtotal for Cost Center Metro Animal:	\$57.60
	RIN0028992 DEPOSIT TICKETS	\$57.60
	Subtotal for Cost Center Municipal Court:	\$57.60
	Vendor Subtotal:	<hr/> \$115.20
FIRST VETERINARY SUPPLY	XE9757 CONTROLLED SUBSTANCE	\$297.48
	Subtotal for Cost Center Metro Animal:	\$297.48
	Vendor Subtotal:	<hr/> \$297.48
FREMONT MOTOR COMPANY	78119 POLICE SUV LESS TRADE IN	\$33,928.45
	78080 POLICE SUV LESS TRADE IN	\$33,128.45
	Subtotal for Cost Center Police:	\$67,056.90
	78080 TOTAL LOSS VALVE 101154	\$3,300.00
	Subtotal for Cost Center Property & Liability Insurance:	\$3,300.00
	Vendor Subtotal:	<hr/> \$70,356.90
GARAGE DOOR DUDES	0497 GARAGE DOOR REPAIRS/ PARTS DR	\$350.00
	Subtotal for Cost Center Fleet Maintenance:	\$350.00
	Vendor Subtotal:	<hr/> \$350.00
GEOSYNTEC CONSULTANTS INC	33358249 CRL ANNUAL MONITORING/REPORTIN	\$1,227.40
	Subtotal for Cost Center Balefill:	\$1,227.40
	Vendor Subtotal:	<hr/> \$1,227.40
GLOBAL SPECTRUM L.P.	0000939-IN FUNDING	\$149,660.00
	Subtotal for Cost Center Casper Events Center:	\$149,660.00
	Vendor Subtotal:	<hr/> \$149,660.00

Bills & Claims

City of Casper

11/21/2018 to 12/04/2018

GOLDER ASSOCIATES	529026 5-YEAR CLOSED BALEFIL	\$344.40
	529026 5-YEAR CLOSED BALEFILL	\$229.60
	Subtotal for Cost Center Balefill:	\$574.00
	Vendor Subtotal:	\$574.00
GRAINGER, INC.	9959972101 DRY MOP HEAD	\$52.33
	Subtotal for Cost Center Balefill:	\$52.33
		Vendor Subtotal:
HOMAX OIL SALES, INC.	0425130-IN GASOLINE FOR GOLF COURSE USE	\$2,306.81
	Subtotal for Cost Center Golf Course:	\$2,306.81
		Vendor Subtotal:
INBERG-MILLER ENGINEERS	19093CM03.18 TESTING-PLATTE RIVER TRAILS	\$854.50
	Subtotal for Cost Center Capital Projects - Sreets:	\$854.50
	19093CM04.16 TESTING-3RD -BEV TO CONWELL	\$1,377.50
	19093CM01.15 TESTING - 15TH & MCKINLEY	\$2,250.00
	Subtotal for Cost Center Streets:	\$3,627.50
	Vendor Subtotal:	\$4,482.00
ISC, INC/VENTURE TECHNOLOGIES	SIN027378 INV VOICEMAIL	\$1,422.70
	SIN027362 NEW PHONES	\$494.62
	Subtotal for Cost Center Police:	\$1,917.32
	Vendor Subtotal:	\$1,917.32
ITC ELECTRICAL TECHNOLOGIES	27141 TRANSSPORT NEW WELL PUMPS	\$313.74
	Subtotal for Cost Center Water Treatment Plant:	\$313.74
	Vendor Subtotal:	\$313.74
JOHNNY APPLESEED, INC.	1214 MORAD WELLFIRLED RUSSIAN OLIVE	\$4,781.62

Bills & Claims

City of Casper

11/21/2018 to 12/04/2018

1214 MORAD WELLFIRLED RUSSIAN OLIVE	\$118.38
Subtotal for Cost Center Streets:	\$4,900.00

Vendor Subtotal:	\$4,900.00
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KNIFE RIVER/JTL

183485 COVER MATERIALS	\$1,225.68
Subtotal for Cost Center Balefill:	\$1,225.68

183603 1/2" PLANT MIX	\$515.70
183491 1/2" PLANT MIX	\$250.02
Subtotal for Cost Center Streets:	\$765.72

Vendor Subtotal:	\$1,991.40
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KONE, INC.

1157695590 ELEVATOR REPAIR	\$431.91
Subtotal for Cost Center Water Treatment Plant:	\$431.91

Vendor Subtotal:	\$431.91
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KUBWATER RESOURCES, INC

08107 POLYMER	\$5,398.90
Subtotal for Cost Center Waste Water:	\$5,398.90

Vendor Subtotal:	\$5,398.90
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LISA'S SPIC N SPAN

391564 CLEAN SCALE HSE FLOORS	\$80.00
391564 PAINT SHELVING SPEC WASTE BLDG	\$675.00
Subtotal for Cost Center Balefill:	\$755.00

Vendor Subtotal:	\$755.00
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LONG BUILDING TECHNOLOGIES

SCPAY0042210 QUARTERLY MAINT	\$4,237.25
Subtotal for Cost Center Water Treatment Plant:	\$4,237.25

Vendor Subtotal:	\$4,237.25
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LOVELY FLEUR

RIN0029051 JEWELRY FOR RESALE IN MUSEUM S	\$123.00
Subtotal for Cost Center General - Fort Caspar:	\$123.00

Bills & Claims

City of Casper

11/21/2018 to 12/04/2018

	Vendor Subtotal:	\$123.00
MATTHEW SUTTON	RIN0029076 WORK BOOT REIMBURSEMENT	\$75.00
	Subtotal for Cost Center Streets:	\$75.00
	Vendor Subtotal:	\$75.00
NALCO CHEMICAL CO.	67339950 FERROUS CHLORIDE NPSSI-CCF	\$16,718.40
	Subtotal for Cost Center Waste Water:	\$16,718.40
	Vendor Subtotal:	\$16,718.40
NELSON/NYGAARD CONSULTING ASSOCIATES, INC.	73310 MOP 18-02 LONG RANGE	\$997.89
	73310 MOP 18-02 LONG RANGE	\$9,495.18
	73567 MOP 18-02 LONG RANGE	\$141.41
	73567 MOP 18-02 LONG RANGE	\$1,345.54
	Subtotal for Cost Center Metropolitan Planning:	\$11,980.02
	Vendor Subtotal:	\$11,980.02
NICOLAYSEN ART MUSEUM	17625 FY19 1%#15 ONE CENT FUNDING	\$930.00
	Subtotal for Cost Center Capital Projects - City Manager:	\$930.00
	Vendor Subtotal:	\$930.00
P-CARD VENDORS	00081592 SAMSCLUB #6425 - Purchase	\$179.20
	00081592 SAMSCLUB #6425 - Purchase	\$9.66
	00081454 AMZN Mktp US M82NW8UQ2 - Purch	\$35.98
	Subtotal for Cost Center Aquatics:	\$224.84
	00081261 CASPER STAR TRIBUNE - Purchase	\$189.94
	00080500 HARBOR FREIGHT TOOLS 3 - Purch	\$19.99
	00080559 DIAMOND VOGEL PAINT #7 - Purch	\$159.95
	00080820 WYOMING MACHINERY CO - Purchas	\$379.96
	00080825 WYOMING MACHINERY CO - Purchas	\$977.11
	00080841 WYOMING MACHINERY CO - Purchas	\$1,495.13
	00080853 MENARDS CASPER WY - Purchase	\$207.35
	00080857 WYOMING MACHINERY CO - Purchas	\$492.28
	00080863 VZWRLSS BILL PAY VB - Purchas	\$40.01

Bills & Claims

11/21/2018 to 12/04/2018

00080869 WYOMING MACHINERY CO - Purchas	\$5,654.65
00080885 SAMS CLUB #6425 - Purchase	\$114.01
00080905 AmeriGas - Purchase	\$602.90
00080937 SUTHERLANDS 2219 - Purchase	\$73.20
00080937 SUTHERLANDS 2219 - Purchase	\$24.21
00080937 SUTHERLANDS 2219 - Purchase	\$57.80
00080956 AIRGAS CENTRAL - Purchase	\$115.79
00080976 ALSCO INC. - Purchase	\$380.80
00081047 SAMSCLUB #6425 - Purchase	\$24.92
00081104 BOBCAT OF CASPER - Purchase	\$200.20
00081124 DEWITT WATER SYS & SER - Purch	\$23.50
00081126 GRAINGER - Purchase	\$23.80
00081137 THE WEBSTAUANT STORE - Purcha	\$49.16
00081140 CASPER CONTRACTORS SUP - Purch	\$58.56
00081146 BEARING BELTCHAIN00244 - Purch	\$10.80
00081149 COCA COLA BOTTLING CO - Purcha	\$13.55
00081158 MENARDS CASPER WY - Purchase	\$38.96
00081179 SAMS CLUB #6425 - Purchase	\$52.44
00081180 AIRGAS CENTRAL - Purchase	\$412.27
00081190 MES/WARREN FIRE/LAWMEN - Purch	\$117.00
00081222 AHERN PAYMENT ON A - Purchase	\$445.24
00081232 WYOMING MACHINERY CO - Purchas	\$652.03
00081269 AIRGAS CENTRAL - Purchase	\$65.16
00081280 WYOMING MACHINERY CO - Purchas	\$69.22
00081285 WYOMING MACHINERY CO - Purchas	\$242.54
00081287 BOBCAT OF CASPER - Purchase	\$271.67
00081312 MENARDS CASPER WY - Purchase	\$51.84
00081338 INT IN CLEAN CLUB 307 - Purch	\$2,150.00
00081386 NORCO INC - Purchase	\$66.52
00081426 STAPLES 00114181 - Purch	\$32.99
00081433 CONOCO - HOMAX OIL SAL - Purch	\$71.28
00081441 FASTENAL COMPANY01 - Purchase	\$157.86
Subtotal for Cost Center Balefill:	\$16,286.59
00081060 DIAMOND VOGEL PAINT #7 - Purch	\$11.53
00081050 IMLSS COLORADO - Purchase	\$849.71
00081065 IMLSS COLORADO - Purchase	\$299.20
00081078 BLOEDORN LUMBER CASPER - Purch	\$9.66
00081084 SUMMIT ELECTRIC, INC. - Purcha	\$105.00
00081088 IMLSS COLORADO - Purchase	\$317.90
00081108 CASPER WINNELSON CO - Purchase	\$51.24
00081129 SUMMIT ELECTRIC, INC. - Purcha	\$135.96
00080067 TOP OFFICE PRODUCTS IN - Purch	\$406.70
00080713 GRAINGER - Purchase	\$131.85

Bills & Claims

City of Casper

11/21/2018 to 12/04/2018

00080847 NORCO INC - Purchase	\$167.20
00080976 ALSCO INC. - Purchase	\$263.75
00081144 BLOEDORN LUMBER CASPER - Purch	\$40.91
00081147 DIAMOND VOGEL PAINT #7 - Purch	\$69.75
00081152 CASPER WINNELSON CO - Purchase	\$557.41
00081163 CASPER WINNELSON CO - Purchase	\$112.89
00081191 CASPER WINNELSON CO - Purchase	\$105.60
00081195 BARGREEN WYOMING 25 - Purchase	\$71.55
00081206 0970 CED - Purchase	\$30.00
00081228 SHERWIN WILLIAMS 70343 - Purch	\$8.03
00081247 DIAMOND VOGEL PAINT #7 - Purch	\$5.03
00081249 HOTSY EQUIPMENT OF WYO - Purch	\$100.00
00081257 HARBOR FREIGHT TOOLS 3 - Purch	\$20.77
00081268 NORCO INC - Purchase	\$61.30
00081283 BLOEDORN LUMBER CASPER - Purch	\$37.77
00081284 DIAMOND VOGEL PAINT #7 - Purch	\$18.29
00081330 SHERWIN-WILLIAMS 70896 - Purch	\$272.35
Subtotal for Cost Center Buildings & Structures:	\$4,261.35
00081509 VZWRLSS IVR VB - Purchase	\$40.01
Subtotal for Cost Center Cemetery:	\$40.01
00081537 THOMSON WEST TCD - Purchase	\$1,294.85
00081549 THOMSON WEST TCD - Purchase	\$140.43
00081563 THOMSON WEST TCD - Purchase	\$104.19
00081648 ATLAS OFFICE PRODUCTS - Purcha	\$32.76
00081223 WYOMING TRIAL LAWYERS - Purcha	\$145.00
00081278 ATLAS OFFICE PRODUCTS - Purcha	\$59.98
Subtotal for Cost Center City Attorney:	\$1,777.21
00080878 ATLAS OFFICE PRODUCTS - Purcha	\$25.05
Subtotal for Cost Center City Clerk:	\$25.05
00080943 NETWORK FLEET. INC. - Purchase	\$227.40
00081619 VZWRLSS IVR VB - Purchase	\$120.05
00081115 RICOH USA, INC - Purchase	\$235.85
Subtotal for Cost Center Code Enforcement:	\$583.30
00080388 STARBUCKS AVON RIVERFR - Purch	\$4.61
00081100 SOURCE OFFICE - VITAL - Purcha	\$133.26
00081114 SAMS CLUB #6425 - Purchase	\$19.98
00081131 INTUIT IN PEDENS INC - Purch	\$70.00
00081143 HOBBY-LOBBY #0233 - Purchase	\$49.99
Subtotal for Cost Center Communications Center:	\$277.84

Bills & Claims

City of Casper

11/21/2018 to 12/04/2018

00081314 BEST BUY	00015271 - Purch	\$429.99
00081327 BEST BUY	00015271 - Purch	\$931.95
Subtotal for Cost Center Council:		\$1,361.94
00081419 XEROX CORPORATION/RBO - Purcha		\$168.79
00081434 XEROX CORPORATION/RBO - Purcha		\$35.42
Subtotal for Cost Center Engineering:		\$204.21
00081102 MENARDS CASPER WY - Purchase		\$16.56
00081460 STAPLES	00114181 - Purch	\$73.99
Subtotal for Cost Center Finance:		\$90.55
00079207 UNITED	01671301834370 - Pur	\$93.20
00079586 5.11 TACTICAL.COM ECOM - Purch		\$78.74
00079936 WARDROBE CLEANERS - Purchase		\$56.15
00080173 5.11 TACTICAL.COM ECOM - Purch		\$409.45
00080189 5.11 TACTICAL.COM ECOM - Credi		-\$186.88
00080297 AMZN Mktp US MT69P8Y51 - Purch		\$24.99
00080298 WARDROBE CLEANERS - Purchase		\$62.16
00080341 AMAZON.COM MT77J5Y51 A - Purch		\$32.45
00080530 MERBACK AWARDS COMPANY - Purch		\$82.40
00080573 KMART 4736 - Purchase		\$8.88
00080597 BAILEYS ACE HDWE - Purchase		\$11.97
00080614 WM SUPERCENTER #3778 - Purchas		\$19.39
00080630 STAPLES	00114181 - Purch	\$32.05
00080683 WPSG, INC - Purchase		\$19.98
00080705 5.11 TACTICAL.COM ECOM - Purch		\$488.19
00080707 AUTOZONE #1293 - Purchase		\$12.27
00080708 FEDEXOFFICE	00009423 - Purch	\$136.36
00080718 INTUIT IN PEDENS INC - Purch		\$150.00
00080723 EXXONMOBIL	47626544 - Purch	\$24.14
00080729 LN CURTIS - Purchase		\$124.50
00080741 BARGREEN WYOMING 25 - Purchase		\$72.25
00080750 CLAVEY PADDLESPORTS - Purchase		\$33.90
00080753 MERBACK AWARDS COMPANY - Purch		\$240.77
00080811 WAGNER'S OUTDOOR OUTFI - Purch		\$23.40
00080845 GALLS - Purchase		\$33.77
00080858 GALLS - Purchase		\$58.80
00080886 MEAD DIRECT RESPONSE, - Purcha		\$360.16
00080954 GALLS - Purchase		\$53.76
00080994 WM SUPERCENTER #1617 - Purchas		\$47.12
00080995 SMITHS FOOD #4185 - Purchase		\$6.99
00081006 THE HOME DEPOT #6001 - Purchas		\$28.35

Bills & Claims

City of Casper

11/21/2018 to 12/04/2018

00081064 EXXONMOBIL 47626544 - Purch	\$72.97
00081091 ATLAS OFFICE PRODUCTS - Purcha	\$36.01
00081109 AMBI MAIL AND MARKETIN - Purch	\$79.00
00081128 STAPLES 00114181 - Purch	\$104.99
00081226 ATLAS OFFICE PRODUCTS - Purcha	\$68.70
00081246 HOMEDEPOT.COM - Purchase	\$1,647.00
00081313 ECMS - Purchase	\$964.27
00081346 BARGREEN WYOMING 25 - Purchase	\$33.60
00081373 MES/WARREN FIRE/LAWMEN - Purch	\$1,478.17
00078158 LUXURY DINER - Purchase	\$20.41
00078182 CAPITOL CUISINE - Purchase	\$24.00
00078197 LOAF N JUG #0119 Q81 - Purch	\$56.20
00078206 HACIENDA GUADALAJARA F - Purch	\$35.02
00078220 R & B BREAKFAST CLUB - Purchas	\$20.73
00078242 CHICK-FIL-A #03335 - Purchase	\$19.13
00078262 EXXONMOBIL 47626544 - Purch	\$34.78
00078266 TWIN DRAGON - Purchase	\$15.25
00078692 AMZN Mktp US - Purchase	\$113.94
00079205 UNITED 01671301834355 - Pur	\$93.20
Subtotal for Cost Center Fire:	\$7,557.03
00081035 BAILEYS ACE HDWE - Purchase	\$59.90
00081077 IMLSS COLORADO - Purchase	\$606.79
00081116 CAPITAL BUSINESS SYSTE - Purch	\$68.00
00080881 GREINER FORD LINCOLN O - Purch	\$1,552.33
00080943 NETWORK FLEET. INC. - Purchase	\$18.95
00080991 ALSCO INC. - Purchase	\$716.85
00081023 COMM TECH ROCK SPRIN - Purchas	\$1,294.49
00079186 UNITED 01671301834366 - Pur	\$93.20
00081185 CASPER TIRE 0000705 - Purchase	\$150.00
Subtotal for Cost Center Fleet Maintenance:	\$4,560.51
00081360 FEDEXOFFICE 00009423 - Purch	\$260.00
00080924 ATLAS OFFICE PRODUCTS - Purcha	\$42.24
00081238 FEDEXOFFICE 00009423 - Purch	\$335.70
Subtotal for Cost Center Fort Caspar:	\$637.94
00080704 INGRAM BOOK COMPANY - Purchase	\$115.45
00080817 INGRAM BOOK COMPANY - Purchase	\$92.16
00080833 INGRAM BOOK COMPANY - Purchase	\$190.84
00080880 MUSEUM STORE PRODUCTS - Purcha	\$238.34
00081072 SQU SQ ROCKY MOUNTAIN - Purch	\$108.00
Subtotal for Cost Center General - Fort Caspar:	\$744.79

Bills & Claims

City of Casper

11/21/2018 to 12/04/2018

00080730 MOUNTAIN WEST TECH - Purchase	\$49.95
00081150 CPU IIT - Purchase	\$3,447.96
00081173 TOWNSQ MEDIA CASPER - Purchase	\$1,000.00
00081508 SAFETY KLEEN SYSTEMS B - Purch	\$255.50
Subtotal for Cost Center Golf Course:	\$4,753.41
00081234 WMC HEALTH AND WELLNES - Purch	\$525.00
Subtotal for Cost Center Health Insurance:	\$525.00
00081018 HOMEDEPOT.COM - Purchase	\$209.87
00081121 ATLAS REPRODUCTION INC - Purch	\$23.00
00081154 FACEBK ZPTF9GE3A2 - Purchase	\$50.00
00081240 SUTHERLANDS 2219 - Purchase	\$21.78
00081265 THE HOME DEPOT #6001 - Purchas	\$125.67
00081289 HOBBY-LOBBY #0233 - Purchase	\$202.68
00081359 ORKIN LLC 002 - Purchase	\$116.19
00081374 MUBEA INC. - Purchase	\$453.42
00081411 BLAKEMAN PROPANE INC-M - Purch	\$288.00
00081424 ALPHAGRAPHICS BOZEMAN - Purcha	\$286.45
Subtotal for Cost Center Hogadon:	\$1,777.06
00081061 STERLING BACKCHECK - Purchase	\$708.56
00081225 DOUGH ENTERPRISES LLC - Purcha	\$11.00
00081329 INT IN POWDER RIVER S - Purch	\$80.00
Subtotal for Cost Center Human Resources:	\$799.56
00081011 GC BUILDING SUPPLY INC - Purch	\$140.00
00081054 SNOW CREST CHEMICALS - Purchas	\$360.00
00081592 SAMSCLUB #6425 - Purchase	\$9.66
00081057 BAILEYS ACE HDWE - Purchase	\$25.77
00081069 WEAR PARTS INC - Purchase	\$68.00
00081101 MDF INDUSTRIES - Purchase	\$215.00
00081119 ALBERTSONS #0062 - Purchase	\$15.41
00081168 BAILEYS ACE HDWE - Purchase	\$2.59
00081308 VISTAR ROCKY MOUNTAIN - Purcha	\$57.65
00081322 SAMSCLUB #6425 - Purchase	\$93.66
00081063 SAMS CLUB #6425 - Purchase	\$14.48
00081075 WAL-MART #1617 - Purchase	\$22.68
00081130 SAMSCLUB.COM - Purchase	\$289.56
00081165 SAMSCLUB.COM - Purchase	\$106.10
00081282 SAMSCLUB #6425 - Credit	-\$6.23
Subtotal for Cost Center Ice Arena:	\$1,414.33
00080943 NETWORK FLEET. INC. - Purchase	\$18.95

Bills & Claims

City of Casper

11/21/2018 to 12/04/2018

00080943 NETWORK FLEET. INC. - Purchase	\$132.65
00081543 HOTSY EQUIPMENT OF WYO - Purch	\$2,800.00
00081621 NORCO INC - Purchase	\$149.32
00081239 MED VET INTERNATIONAL - Purcha	\$427.50
00081224 NOLAND FEED - Purchase	\$664.06
00081485 INT IN EXPRESS PRINTI - Purch	\$348.00
Subtotal for Cost Center Metro Animal:	\$4,540.48
00081235 ADOBE CREATIVE CLOUD - Purcha	\$5.30
00081235 ADOBE CREATIVE CLOUD - Purcha	\$50.34
Subtotal for Cost Center Metropolitan Planning:	\$55.64
00080032 KONE, INC. - Purchase	\$2,084.84
00081209 NORCO INC - Purchase	\$223.74
Subtotal for Cost Center Parking:	\$2,308.58
00081041 BLOEDORN LUMBER CASPER - Purch	\$125.03
00081073 SUMMIT ELECTRIC, INC. - Purcha	\$3,715.38
00080943 NETWORK FLEET. INC. - Purchase	\$145.75
00080989 BAILEYS ACE HDWE - Purchase	\$37.11
00079598 THE HOME DEPOT #6001 - Purchas	\$10.88
00080524 SAMSCLUB #6425 - Purchase	\$6.29
00081331 STAPLES 00114181 - Purch	\$42.24
00080896 DBC IRRIGATION SUPPLY - Purcha	\$228.29
00081153 MURDOCHS RANCH &HOME # - Purch	\$1,049.85
00081192 THE HOME DEPOT #6001 - Purchas	\$35.29
00081205 MENARDS CASPER WY - Purchase	\$115.94
00081219 ECANOPY.COM - Purchase	\$340.19
00081256 VZWRLSS IVR VB - Purchase	\$40.05
00081292 GEOTEC INDUSTRIAL SUPP - Purch	\$175.10
00081170 IMPRINT.COM - Purchase	\$51.95
00081184 STAPLS6923883762000 - Purchase	\$186.65
00081230 STAPLS6923883762001 - Credit	-\$8.89
00081252 THE HOME DEPOT 6001 - Purchase	\$94.68
00081398 HOBBY-LOBBY #0233 - Purchase	\$17.80
Subtotal for Cost Center Parks:	\$6,409.58
00081664 ATLAS REPRODUCTION INC - Purch	\$7.80
00081215 CASPER STAR TRIBUNE - Purchase	\$623.00
00081262 APA MEMBERSHIPS AND SU - Purch	\$462.00
00081135 ATLAS OFFICE PRODUCTS - Purcha	\$17.30
00081175 CASPER STAR TRIBUNE - Purchase	\$146.32
00081352 CASPER STAR TRIBUNE - Purchase	\$623.00
00081393 CASPER STAR TRIBUNE - Purchase	\$64.76

Bills & Claims

City of Casper

11/21/2018 to 12/04/2018

00081506 CASPER STAR TRIBUNE - Purchase	\$42.72
Subtotal for Cost Center Planning:	\$1,986.90
00080949 PILOT 00007591 - Purch	\$31.00
00081012 COURTYARD BY MARRIOTT- - Purch	\$15.08
00081024 GARBANZO MED GRILL - Purchase	\$10.55
00081037 TST ALOY THAI BOULDER - Purcha	\$26.00
00081056 PANERA BREAD #202439 E - Purch	\$15.71
00081087 MCDONALD'S F181 - Purchase	\$5.55
00081105 KFC/AW #478 - Purchase	\$8.57
00081106 INT IN THE BLUE LINE - Purcha	\$447.00
00081123 RED LOBSTER 0484 - Purchase	\$16.40
00080244 GALLS - Credit	-\$137.85
00080474 APPLEBEES HEAR93203578 - Purch	\$26.46
00080674 WALGREENS #9979 - Purchase	\$14.22
00080685 ARBY'S - Purchase	\$8.97
00080749 THE MAV KITCHEN & TAP - Purcha	\$17.96
00080796 EL JACAL MEXICAN GRILL - Purch	\$23.04
00080815 ALL ABOUT THE SMOKE - Purchase	\$12.37
00080864 CHEF S DA - Purchase	\$10.43
00080872 ALL ABOUT THE SMOKE - Purchase	\$10.82
00080879 CONOCO - CON 2708929 - Purchas	\$36.51
00080889 HOME PLATE RESTAURANT - Purcha	\$14.87
00080902 CABLES PUB & GRILL - Purchase	\$21.12
00080945 ALBANY RESTAURANT & BA - Purch	\$13.12
00081008 ARBY'S #999 - Purchase	\$12.60
00081010 THE COUNTRY STEAK OUT - Purcha	\$25.10
00081032 COSMIC MARKET - Purchase	\$13.45
00081490 SIRCHIE FINGER PRINT L - Purch	\$241.06
00081496 WESTERN WYOMING LOCK & - Purch	\$26.45
00081503 AMERI-TECH EQUIPMENT C - Purch	\$320.32
00081554 OREILLY AUTO #2746 - Purchase	\$73.98
00081097 COURTYARD BY MARRIOTT- - Purch	\$20.00
00081117 LAZY DOG - Purchase	\$20.00
00081169 BJ'S RESTAURANTS 532 - Purchas	\$20.00
00081182 CONOCO - BUFFALO GAS - Purchas	\$20.83
00081198 ADELIA'S STREET LEGAL P - Purch	\$22.86
00081218 SQUARE SQ NAKED LUNC - Purch	\$11.90
00081266 CONOCO - INTERSTATE GA - Purch	\$31.10
00081311 LITTLE AMERICA HOTEL F - Purch	\$32.06
00081324 THE HOME DEPOT #6001 - Purchas	\$12.98
00081396 STARBUCKS LOWER E3 SLC - Purch	\$9.21
00081407 CNCIA PARKING - Purchase	\$25.00
00081409 RIDLEY'S 1132 - Purchase	\$54.58

Bills & Claims

City of Casper

11/21/2018 to 12/04/2018

00081445 THE HOME DEPOT #6001 - Purchas	\$9.19
00081455 PAYPAL THARPECONSU - Purchase	\$195.00
00081471 BAILEYS ACE HDWE - Purchase	\$37.61
00081475 SAMS CLUB #6425 - Purchase	\$125.87
00080892 PANDA EXPRESS #2086 - Purchase	\$8.57
00080926 SANTIAGOS MEXICAN REST - Purch	\$16.10
00080953 QDOBA 2245 - Purchase	\$10.69
00080959 COMFORT INN FT MORGAN - Purcha	\$465.00
00080975 CONOCO - NOBLE STORE L - Purch	\$27.48
00080983 WENDYS STORE #11693 - Purchase	\$11.31
00081000 BURGER KING #7461 Q07 - Purch	\$12.59
00081051 PROFORCE LAW ENFORCEME - Purch	\$622.93
00081058 FEDEX 90435959 - Purchase	\$44.44
00081059 UNITED 01624246646212 - Pur	\$381.90
00081079 HOTELS.COM153151841416 - Purch	\$34.48
00081089 PAYPAL THARPECONSU - Purchase	\$195.00
00081127 SHELL OIL 57543664601 - Purcha	\$39.52
00081133 AMZN MKTP US M80WV9861 - Purch	\$61.10
00081145 UNITED 01624247434865 - Pur	\$629.90
00081160 AMAZON.COM M82U57840 A - Purch	\$28.82
00081210 COPS PLUS, INC - Purchase	\$116.28
00081293 R & R REST STOPS - Purchase	\$138.92
00081148 COSMIC MARKET - Purchase	\$28.00
00081157 CPU IIT - Purchase	\$89.97
00081159 PANDA EXPRESS #545 - Purchase	\$9.98
00081164 SAMSCLUB #6425 - Purchase	\$39.63
00081177 HAMPTON INN & SUITES G - Purch	\$115.36
00081213 CASPER ANIMAL MEDICAL - Purcha	\$81.90
00081264 CONOCO - MAXS CONOCO - Purchas	\$37.93
00081326 CPU IIT - Purchase	\$210.00
00081343 FINDPOWERCORD - Purchase	\$53.99
00081355 SQ SQ SELF - Purcha	\$101.00
00081384 INT IN EXPRESS PRINTI - Purch	\$216.00
Subtotal for Cost Center Police:	\$5,837.84
00081483 CENEX ZIP TRIP07075724 - Purch	\$29.77
00081489 MONTANA BREWING COMPAN - Purch	\$15.99
00081498 TEXAS ROADHOUSE FR #21 - Purch	\$15.99
00081512 SPRINGHILL SUITES BILL - Purch	\$205.16
00081514 MONTANA BREWING COMPAN - Purch	\$14.49
00081517 PAPA BINOS - Purchase	\$13.50
00081561 DAYS INNS/DAYSTOP - Purchase	\$60.00
00081382 HUHOT MONGOLIAN GRILL - Purcha	\$17.99
00081383 HUHOT MONGOLIAN GRILL - Purcha	\$18.99

Bills & Claims

City of Casper

11/21/2018 to 12/04/2018

00081394 HOLIDAY STATIONS 0285 - Purcha	\$45.01
00081465 PAPA BINOS - Purchase	\$19.20
00081467 TEXAS ROADHOUSE FR #21 - Purch	\$18.99
00081233 STRAIGHTTALK AIRTIME - Purchas	\$37.81
Subtotal for Cost Center Police Grants:	\$512.89
00080702 BESTWAY FIRESTONE - Purchase	\$1,541.50
00080803 BESTWAY FIRESTONE - Purchase	\$1,660.50
00080867 BESTWAY FIRESTONE - Purchase	\$415.94
00080884 BESTWAY FIRESTONE - Purchase	\$1,069.56
00080932 SBARRO'S C CLT - Purchase	\$10.26
00081183 ATLANTA AIRPORT - Purchase	\$15.33
00081202 DIA PARKING OPERATIONS - Purch	\$78.00
00081212 LYFT RIDE THU 4AM - Purchas	\$20.25
00081214 LYFT RIDE THU 4AM - Purchas	\$4.00
00081291 PGA NATIONAL RESORT - Purchase	\$758.00
00081423 URGENT CARE OF CASPER - Purcha	\$1,611.00
00081515 ATLAS OFFICE PRODUCTS - Purcha	\$41.64
Subtotal for Cost Center Property & Liability Insurance:	\$7,225.98
00081592 SAMSCLUB #6425 - Purchase	\$16.96
00081592 SAMSCLUB #6425 - Purchase	\$9.66
00081248 FACEBK 3FXRTGSE52 - Purchase	\$25.00
00081295 FACEBK L6EUEHND52 - Purchase	\$25.00
00081344 FACEBK AV7J7H2E52 - Purchase	\$25.00
00081354 USPS PO 5715580478 - Purchase	\$16.70
00081385 THE HOME DEPOT #6001 - Purchas	\$45.70
00081439 FACEBK M86NAG6E52 - Purchase	\$35.00
00081451 DOMINO'S 6042 - Purchase	\$44.84
00081454 AMZN Mktp US M82NW8UQ2 - Purch	\$35.99
00081454 AMZN Mktp US M82NW8UQ2 - Purch	\$35.98
00081055 GRAINGER - Purchase	\$41.36
00081081 REVDANCE/TENTH HOUSE - Purchas	\$154.10
00081095 REVDANCE/TENTH HOUSE - Purchas	\$1,389.66
00081113 STAPLES 00114181 - Purch	\$2.73
00081113 STAPLES 00114181 - Purch	\$15.34
00081263 FITNESSREPAIRPARTS.COM - Purch	\$66.26
Subtotal for Cost Center Recreation:	\$1,985.28
00080933 CMI-TECO - Purchase	\$35,923.41
00080943 NETWORK FLEET. INC. - Purchase	\$547.60
00080936 MENARDS CASPER WY - Purchase	\$29.99
00080976 ALSCO INC. - Purchase	\$366.00
00081026 CMI-TECO - Purchase	\$49.27

Bills & Claims

City of Casper

11/21/2018 to 12/04/2018

00081027 DEWITT WATER SYS & SER - Purch	\$178.00
00081043 CMI-TECO - Purchase	\$264.42
00081044 WYOMING STEEL AND RECY - Purch	\$5,575.80
00081080 AIRGAS CENTRAL - Purchase	\$212.35
00081083 HARBOR FREIGHT TOOLS 3 - Purch	\$99.80
00081120 JACKS TRUCK AND EQUIPM - Purch	\$993.54
00081179 SAMS CLUB #6425 - Purchase	\$52.44
00081196 CASPER TIRE 0000705 - Purchase	\$35.00
00081301 HARBOR FREIGHT TOOLS 3 - Purch	\$11.98
00081317 MENARDS CASPER WY - Purchase	\$129.53
00081320 CMI-TECO - Purchase	\$116.72
00081336 CMI-TECO - Purchase	\$16.98
00081349 MENARDS CASPER WY - Purchase	\$229.98
00081370 SEARS ROEBUCK 2341 - Purchas	\$83.23
00081387 SQ SQ NORTHERN LIGHT - Purch	\$1,200.00
Subtotal for Cost Center Refuse Collection:	\$46,116.04
00080943 NETWORK FLEET. INC. - Purchase	\$18.95
00081197 INT IN NEVEREST EQUIP - Purch	\$1,527.00
00081321 GRAINGER - Purchase	\$120.54
00081335 USPS PO 5715580478 - Purchase	\$24.70
Subtotal for Cost Center Sewer:	\$1,691.19
00080943 NETWORK FLEET. INC. - Purchase	\$473.75
00080944 WAGNER'S OUTDOOR OUTFI - Purch	\$230.82
00081009 BLAKE WAUFLE SNAP ON - Purchas	\$7.00
00081029 BAILEYS ACE HDWE - Purchase	\$9.87
00081042 TOP OFFICE PRODUCTS IN - Purch	\$75.18
00081045 0970 CED - Purchase	\$44.52
00081049 BAILEYS ACE HDWE - Purchase	\$19.16
00081062 SAMS CLUB #6425 - Purchase	\$43.36
00081074 OREILLY AUTO #2746 - Purchase	\$32.97
00081107 AIRGAS CENTRAL - Purchase	\$18.85
00081153 MURDOCHS RANCH &HOME # - Purch	\$1,049.85
00081155 MENARDS CASPER WY - Purchase	\$69.96
00081231 CASPER STAR TRIBUNE - Purchase	\$204.16
00081241 HOSE & RUBBER SUPPLY C - Purch	\$319.62
00081253 CASPER STAR TRIBUNE - Purchase	\$218.38
00081292 GEOTEC INDUSTRIAL SUPP - Purch	\$175.10
00081298 THE HOME DEPOT 6001 - Purchase	\$257.19
00081332 AIRGAS CENTRAL - Purchase	\$101.28
00081431 0970 CED - Purchase	\$1,688.82
00081442 AIRGAS CENTRAL - Purchase	\$44.63
Subtotal for Cost Center Streets:	\$5,084.47

Bills & Claims

11/21/2018 to 12/04/2018

00081110 GRAINGER - Purchase	\$76.04
00081122 GRAINGER - Purchase	\$12.61
00081138 BAILEYS ACE HDWE - Purchase	\$5.99
00081139 CASPER WINNELSON CO - Purchase	\$48.19
00081193 USPS PO 5715580945 - Purchase	\$6.70
00081286 GRAINGER - Purchase	\$78.44
00081290 QA BALANCE SERVICES IN - Purch	\$466.00
00081345 GRAINGER - Purchase	\$122.93
Subtotal for Cost Center Waste Water:	\$816.90
00081071 CONOCO - HOMAX OIL SAL - Purch	\$26.46
00080637 HARBOR FREIGHT TOOLS 3 - Purch	\$6.99
00080943 NETWORK FLEET. INC. - Purchase	\$208.45
00081030 UNITED STATES WELDING - Purcha	\$21.47
00081040 GEORGE T SANDERS 20 - Purchase	\$215.40
00081141 ADVANCED HYDRAULIC & M - Purch	\$11.66
00081162 GEORGE T SANDERS 20 - Purchase	\$69.25
00081167 GRAINGER - Purchase	\$143.81
00081171 MURDOCHS RANCH &HOME # - Purch	\$59.99
00081227 ENERGY LABORATORIES, I - Purch	\$374.00
00081236 HARBOR FREIGHT TOOLS 3 - Purch	\$11.56
00081245 MENARDS CASPER WY - Purchase	\$16.97
00081251 ENERGY LABORATORIES, I - Purch	\$374.00
00081254 GRAINGER - Purchase	\$25.99
00081272 DECKER AUTO GLASS - Purchase	\$36.63
00081279 NORCO INC - Purchase	\$130.63
Subtotal for Cost Center Water:	\$1,733.26
00081132 0970 CED - Purchase	\$61.04
00081546 ENERGY LABORATORIES - Purchase	\$231.00
00081559 UPS 0000008F045W468 - Purchase	\$22.07
00081569 CASPER STAR TRIBUNE - Purchase	\$43.54
00081584 URGENT CARE OF CASPER - Purcha	\$40.00
00081598 ATLAS OFFICE PRODUCTS - Purcha	\$147.37
00081609 COASTAL CHEMICAL CO LL - Purch	\$103.32
00081637 PIZZA HUT #240 - Purchase	\$72.45
00081659 AIR FILTER SOLUTIONS I - Purch	\$382.83
00081665 ALBERTSONS #0060 - Purchase	\$23.99
00081389 ENERGY LABORATORIES - Purchase	\$57.00
00081395 INTERSTATE ALL BATTERY - Purch	\$44.05
00081406 ENERGY LABORATORIES - Purchase	\$231.00
00081450 THE HOME DEPOT #6001 - Purchas	\$6.94
00080658 ENERGY LABORATORIES - Purchase	\$484.00

Bills & Claims

11/21/2018 to 12/04/2018

00080694 ATLAS OFFICE PRODUCTS - Purcha	\$97.16
00080859 GRAINGER - Purchase	\$625.20
00080921 GRAINGER - Purchase	\$412.80
00080946 THE HOME DEPOT 6001 - Purchase	\$81.92
00080992 ALSCO INC. - Purchase	\$181.35
00081020 FERGUSON ENT #3069 - Purchase	\$14.13
00081021 FERGUSON ENT #3069 - Purchase	\$58.89
00081086 ENERGY LABORATORIES - Purchase	\$3,054.00
00081096 XEROX CORPORATION/RBO - Purcha	\$204.51
00081151 SUTHERLANDS 2219 - Purchase	\$31.31
00081186 ENERGY LABORATORIES - Purchase	\$22.00
00081237 GRAINGER - Purchase	\$8.88
00081288 URGENT CARE OF CASPER - Purcha	\$160.00
00081300 UPS 0000008F045W458 - Purchase	\$121.53
00081337 SMITHS FOOD #4185 - Purchase	\$34.64
00081347 AUTOMATION ELECTRONICS - Purch	\$1,280.45
00081348 INT IN INDUSTRIAL MAI - Purch	\$198.00
00081363 HARBOR FREIGHT TOOLS 3 - Purch	\$55.97
00081368 IDEXX DISTRIBUTION INC - Purch	\$1,151.15

Subtotal for Cost Center Water Treatment Plant: \$9,744.49

00080952 INDUSTRIAL DISTRIBUTOR - Purch	\$33.98
00080988 CPU IIT - Purchase	\$367.35
00080988 CPU IIT - Purchase	\$1,300.00
00079682 BAILEYS ACE HDWE - Purchase	\$49.99
00079706 BAILEYS ACE HDWE - Purchase	\$14.98
00081136 MENARDS CASPER WY - Purchase	\$4.99
00081273 MENARDS CASPER WY - Purchase	\$21.99
00081414 SEARS ROEBUCK 2341 - Purchas	\$84.99

Subtotal for Cost Center Weed And Pest: \$1,878.27

Vendor Subtotal: \$145,830.31

PEPSI COLA OF CASPER

2199043168 PRODUCT	\$661.50
2105001984 CREDIT	-\$50.00
2199043169 PRODUCT	\$807.00
2199043991 PRODUCT	\$171.50
2199044287 PRODUCT	\$80.00
2199044357 PRODUCT	\$130.00
2199044773 PRODUCT	\$96.00
2199045314 PRODUCT	\$189.00
2199045495 PRODUCT	\$80.00
2105002073 CREDIT	-\$50.00

Bills & Claims

City of Casper

11/21/2018 to 12/04/2018

2199045784 PRODUCT	\$288.00
2105002078 CREDIT	-\$50.00
2199045785 PRODUCT	\$132.50
21990046312 PRODUCT	\$221.00
2199047321 PRODUCT	\$216.00
2199047823 PRODUCT	\$149.75
2199046824 PRODUCT	\$308.00
2199046825 PRODUCT	\$80.00
Subtotal for Cost Center Aquatics:	\$3,460.25

Vendor Subtotal: **\$3,460.25**

POWDER RIVER CONSTRUCTION INC

RIN0029085 RETAINAGE 15-41	-\$2,240.80
RIN0029086 RETAINAGE PAID TO BANK 15-41	\$2,240.80
Subtotal for Cost Center Capital Projects - Parks:	\$0.00

RIN0029085 #15-041 ROBERTSON RD SOUTH PA	\$17,926.40
RIN0029085 #15-041 ROBERTSON RD SOUTH PA	\$4,481.60
Subtotal for Cost Center Parks:	\$22,408.00

Vendor Subtotal: **\$22,408.00**

POWER SVC., INC.

1500000924 LANDFILL REMED PROGRAM	\$385.00
CRINV1001705 CREDIT MEMO	-\$275.00
Subtotal for Cost Center Balefill:	\$110.00

Vendor Subtotal: **\$110.00**

PRINTWORKS

11703 PRINTING OF INSPECTION BKS	\$243.63
11702 PASSED/APPROVED YELLOW/OR TAGS	\$307.47
Subtotal for Cost Center Code Enforcement:	\$551.10

Vendor Subtotal: **\$551.10**

PROFORCE LAW ENFORCEMENT

361440 LONG GUNS	\$4,301.80
361446 ACCESSORIES FOR LONG GUNS	\$1,524.70
360684 LONG GUN ACCESSORIES	\$209.00
360774 LONG GUN SLINGS	\$113.10
Subtotal for Cost Center Police Grants:	\$6,148.60

Bills & Claims

City of Casper

11/21/2018 to 12/04/2018

	Vendor Subtotal:	\$6,148.60
PUBLIC SAFETY COMMUNICATIONS CENTER	734/168683 PSCC MONTHLY USER FEE	\$5,090.90
	Subtotal for Cost Center Metro Animal:	\$5,090.90
	1276/168684 PSCC MONTHLY USER FEE	\$533.60
	Subtotal for Cost Center Water:	\$533.60
	Vendor Subtotal:	\$5,624.50
ROCKY MOUNTAIN POWER	AP000167110618 ELECTRICITY	\$8,972.18
	RIN0029067 POWER FOR CLOSED GAS SYSTEM	\$506.93
	Subtotal for Cost Center Balefill:	\$9,479.11
	AP000168110818 ELECTRICITY	\$124.66
	Subtotal for Cost Center Buildings & Structures:	\$124.66
	AP000181110618 ELECTRCITY	\$4,590.78
	AP000236110718 ELECTRICITY	\$59.06
	AP000161110618 ELECTRICITY	\$4,814.29
	Subtotal for Cost Center Parks:	\$9,464.13
	RIN0029081 ENERGY ELECTRICITY	\$72,902.71
	RIN0029081 ENERGY ELECTRICITY	\$9,623.96
	Subtotal for Cost Center Water Treatment Plant:	\$82,526.67
	Vendor Subtotal:	\$101,594.57
ROD BARSTAD'S PAINT & AUTO BODY	6471 INS CLAIM NO. 1491CA/ 191936	\$1,815.22
	Subtotal for Cost Center Fleet Maintenance:	\$1,815.22
	Vendor Subtotal:	\$1,815.22
SAM PARSON'S UPHOLSTERY	67596 REUPHOLSTER SEAT/ 111102	\$146.66
	Subtotal for Cost Center Fleet Maintenance:	\$146.66
	Vendor Subtotal:	\$146.66
SKYLINE RANCHES	RIN0029078 201 SEWER	\$973.37

Bills & Claims

City of Casper

11/21/2018 to 12/04/2018

	RIN0029078 201 SEWER	-\$97.33
	Subtotal for Cost Center Sewer:	\$876.04
	RIN0029078 201 SEWER	-\$501.11
	Subtotal for Cost Center Waste Water:	-\$501.11
	Vendor Subtotal:	\$374.93
STATE OF WY. - NOTARY DIV.	RIN0029087 RENEW NOTARY JW	\$30.00
	Subtotal for Cost Center Police:	\$30.00
	Vendor Subtotal:	\$30.00
STEWART & STEVENSON	04090667 REPAIRS @ S&S/ 111173	\$1,872.02
	04088144 REPAIRS @ S&S/ 070951	\$1,682.16
	04082600 REPAIRS @ S&S/ 111158	\$3,607.93
	Subtotal for Cost Center Fleet Maintenance:	\$7,162.11
	Vendor Subtotal:	\$7,162.11
TOBIAS ARMIJO	RIN0029065 WORK BOOT REIMBURSEMENT	\$75.00
	Subtotal for Cost Center Streets:	\$75.00
	Vendor Subtotal:	\$75.00
TRETO CONST.	17-083-3 RET REL 17-083	\$31,825.50
	Subtotal for Cost Center Capital Projects - Engineering:	\$31,825.50
	Vendor Subtotal:	\$31,825.50
URGENT CARE OF CASPER LLC.	5145 PRE HIRE TESTING	\$1,110.00
	Subtotal for Cost Center Police:	\$1,110.00
	Vendor Subtotal:	\$1,110.00
VEOLIA WATER TECHNOLOGIES INC	18005686 RI 05000 MECTAN GRIT REMOVAL MECHANISM	\$2,374.60
	Subtotal for Cost Center Waste Water:	\$2,374.60

Bills & Claims

City of Casper

11/21/2018 to 12/04/2018

Vendor Subtotal:	\$2,374.60
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**WARDWELL WATER &
SEWER DISTRICT**

RIN0029054 BOOSTER IRRIGATION	\$84.60
Subtotal for Cost Center Water Treatment Plant:	\$84.60

Vendor Subtotal:	\$84.60
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WARRIOR KIT INC

WK18-375 BODY ARMOR	\$3,291.84
Subtotal for Cost Center Police:	\$3,291.84

Vendor Subtotal:	\$3,291.84
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**WESTLAND PARK-RED
BUTTES IMPROVEMENT &
SVC.**

RIN0029079 201 SEWER	\$3,443.00
RIN0029079 201 SEWER	-\$344.30
Subtotal for Cost Center Sewer:	\$3,098.70

RIN0029079 201 SEWER	-\$1,468.54
Subtotal for Cost Center Waste Water:	-\$1,468.54

Vendor Subtotal:	\$1,630.16
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**WLC ENGINEERING -
SURVEYING - PLANNING**

2018-11083 WEST CASPER ZONE II WATER SYST	\$848.89
2018-11083 WEST CASPER ZONE II WATER SYST	\$418.11
Subtotal for Cost Center Water:	\$1,267.00

Vendor Subtotal:	\$1,267.00
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WYOMING DOOR

8542 INSTALL COMMERCIAL OPERATOR	\$1,551.06
Subtotal for Cost Center Balefill:	\$1,551.06

Vendor Subtotal:	\$1,551.06
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Grand Total	\$768,595.59
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Approved By

Bills & Claims

City of Casper

11/21/2018 to 12/04/2018

On

CITY of CASPER, WYOMING
 BILLS and CLAIMS ADDENDUM
 Council Meeting
 12/04/18

Payroll Disbursements

11/21/18	FIRE PAYROLL	\$	176,188.10
11/21/18	BENEFITS & DEDUCTIONS	\$	30,793.29
11/29/18	CITY PAYROLL	\$	1,097,712.55
11/29/18	BENEFITS & DEDUCTIONS	\$	195,661.42

Total Payroll \$ 1,500,355.36

Additional Fees


Total Fees \$ -


Additional Accounts Payable

11/15/18	Prewrits - Utility refunds/Travel Reimb/Refunds		
	Brutill Const.	\$	145.00
	J & G Landscaping	\$	22.60
	Keith McPheeters	\$	1,705.48
	Ashley Medina	\$	48.81
	Nathan Murphy	\$	46.94
	Steve Nielson	\$	14.79
	Oakwood Const.	\$	23.78
	Oil Capital Tree Service	\$	37.56
	Oil Capital Tree Service	\$	56.26
	Oil Capital Tree Service	\$	48.78
	Shawn Barrett	\$	44.88
	TDS Const.	\$	48.78
	Tom or Marguerite Hardy	\$	3,896.00
	TP & L	\$	60.00
11/20/18	Prewrits - Utility Refunds/Petty Cash/License Fees		
	Burlington Northern Santa Fe Railway	\$	8,606.00
	Burlington Northern Santa Fe Railway	\$	506.00
	FIB - Petty Cash	\$	328.76
	Shanese Porter	\$	21.45
	Chris Sandmark	\$	656.26
11/19/18	Global Spectra	\$	10,867.57
12/4/18	Tyler Technologies	\$	5,973.73
	Tyler Technologies	\$	11,000.00

Total Additional AP \$ 44,159.43

November 16, 2018

MEMO TO: J. Carter Napier, City Manager 

FROM: Liz Becher, Community Development Director 

SUBJECT: Establish Date of Public Hearing for Consideration of an Ordinance approving a replat creating the Elkhorn Village Addition, Approving a Subdivision Agreement, and establishing the Zoning of said Addition as R-2 (One Unit Residential).

Meeting Type & Date:

Regular Council Meeting, December 4, 2018.

Action Type:

Establish date of public hearing.

Recommendation:

That Council, by minute action, establish December 18, 2018 as the date of public hearing for consideration of an Ordinance approving a replat creating the Elkhorn Village Addition, approving a Subdivision Agreement, and establishing the zoning of said Addition as R-2 (One Unit Residential).

Summary:

Blackmore Homes, Inc. is the applicant for the requested replat and zone change for the proposed Elkhorn Village Addition. The property encompasses 21-acres, more or less, and is located directly north of the intersection of East 12th Street and Elkhorn Valley Drive. The subject property currently consists of multiple parcels, with multiple zoning classifications. A zone change to R-2 (One Unit Residential), as requested, is proposed to consolidate the zoning of the new subdivision.

The Planning and Zoning Commission voted to unanimously support the vacation/replat and zone change after a public hearing on September 20, 2018. Two (2) letters were received with concerns about fencing and utility connections, and one (1) person spoke at the public hearing, inquiring about the type of fencing that would be installed with the subdivision. A notice of public hearing will be published in the Casper Star-Tribune advertising the City Council public hearing. All public hearings are also advertised on the City's website (casperwy.gov), and notices are mailed to all property owners within three hundred (300) feet.

Financial Considerations:

Not applicable.

Oversight/Project Responsibility:

Craig Collins, AICP, City Planner, is tasked with processing development proposals.

Attachments:


Location Map


Elkhorn Village Subdivision



Elkhorn_Village

November 27, 2018

MEMO TO: J. Carter Napier, City Manager 

FROM: Jolene Martinez, Assistant to the City Manager 

SUBJECT: Establishing December 18, 2018, as the Public Hearing for Submission of a Wyoming Business Council Community Enhancement Grant in an amount up to \$500,000 for the First Street Reach of the North Platte River Restoration – Poplar Street Bridge to BNSF Bridge, Project 12-51.

Meeting Type & Date

Council Meeting
December 4, 2018

Action Type

Minute Action

Recommendation

That Council, by minute action, establish December 18, 2018, as the date of public hearing for the authorization of submission of a Wyoming Business Council grant in an amount up to \$500,000 for the First Street Reach of the North Platte River Restoration - Poplar Street Bridge to BNSF Bridge, Project 12-51.

Summary

In June 2013, Council authorized staff to move forward to secure funding and implement the work identified in the Platte River Environmental Restoration Master Plan. The river restoration effort, which includes a volunteer day every September, is called the Platte River Revival. The projects outlined in the master plan are a combination of riverbank and in-river construction, Russian olive removal, and vegetative plantings. Seven in-river and riverbank construction projects were identified and three have been completed.

As part of the funding strategy for in-river construction, in December 2014, Council authorized staff to write Wyoming Business Council Community Enhancement Grants through 2020. This grant program invests in infrastructure to improve aesthetics or quality of life to make a community attractive for business development. The maximum amount that can be requested is \$500,000, and a 50% match is required.

Casper has a valuable and unique asset in the North Platte River, and river restoration is a transformational investment in Casper's infrastructure. Improved water quality; improved aquatic and terrestrial habitat that may make Casper's urban corridor a destination fishery; and stabilized, improved banks are some of the river restoration outcomes that will improve both aesthetics and quality of life. A showcased river provides economic development opportunities. Increased tourism is one example. The Casper Area Convention and Visitor's Bureau developed

a Fish Casper campaign, after they discovered nearly 20,000 out-of-state fishing licenses were purchased in Natrona County in 2012.

The Platte River Revival's infrastructure investment and outcomes meet the Wyoming Business Council's Community Enhancement Grant criteria. The Wyoming Business Council approved a \$500,000 Community Enhancement Grant for the in-river construction at Morad Park in 2014 and for the Wyoming Boulevard/Water Treatment Plant in 2015.

Financial Considerations

The in-river construction for the First Street Reach – Poplar Street bridge to BNSF bridge is estimated at \$1.63 million. Up to \$500,000 will be requested from the Wyoming Business Council and the local match as well as the additional funding needed will come from Wyoming Wildlife and Natural Resource Trust grant that has already been secured.

Oversight/Project Responsibility

Andrew Beamer, Public Services Director
Scott Baxter, Associate Engineer
Jolene Martinez, Assistant to the City Manager

Attachments

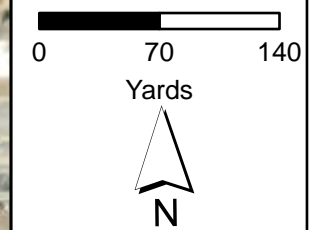
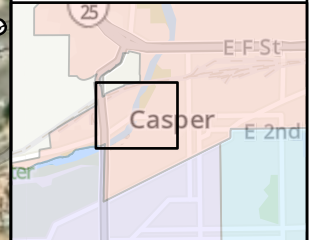
Map of project area

River Restoration - First Street Reach - Project 12-51

- █ Project Boundary
- Landmarks



Disclaimer
 All data, information, and maps are provided without warranty or any representation of accuracy, timeliness of completeness even though the City of Casper has used reasonable efforts to make its data as accurate as possible. Maps and data are to be used for reference purpose only and the City of Casper shall assume no liability for the use, misuse, accuracy or completeness of this information.



October 29, 2018

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

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

SUBJECT: Establish the Public Hearing Date on Liquor License Renewals for licensing period April 1, 2019 through March 31, 2020.

Meeting Type & Date

Regular Council Meeting
December 4, 2018

Action type

Establish Public Hearing
Minute Action

Recommendation

That Council, by minute action, establish February 19, 2019, as the Public Hearing date for consideration of the annual renewal of all City of Casper Liquor Licenses.

Summary

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

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

Financial Considerations

No Financial Considerations

Oversight/Project Responsibility

Carla Mills-Laatsch, Licensing Specialist

Attachments

None

November 19, 2018

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

FROM: John Henley, City Attorney *JH*

SUBJECT: An Ordinance Permitting Distillery Satellite Tasting Rooms

Meeting Type & Date:
Regular Council Meeting
December 4, 2018

Action Type
Public hearing and first reading of proposed Ordinance.

Recommendation
To review and pass on 1st reading the proposed ordinance permitting distillery satellite tasting rooms.

Summary
The City's current Municipal Code addressing alcoholic beverages does not address an option under State law permitting a distillery to open one (1) satellite tasting room. Interest has been expressed by a Wyoming distillery to open such a room in Casper, Wyoming. Adoption of this Ordinance will permit a distillery, which has federal and state approval to produce distilled spirits, to apply to the City Council for a locally issued permit to establish a satellite tasting room.

The proposed Ordinance will make Casper's Municipal Code consistent with the Wyoming State Statute addressing the same topic.

Financial Considerations
None

Oversight/Project Responsibility
John Henley, City Attorney
Carla Mills-Laatch, Licensing Specialist

Attachments
Proposed Ordinance

ORDINANCE NO.24-18

AN ORDINANCE AMENDING CHAPTER 5.08
OF THE CASPER MUNICIPAL CODE TO PERMIT
DISTILLERY SATELLITE TASTING ROOMS

WHEREAS, state law now allows for distillery satellite tasting rooms; and,

WHEREAS, it would be in the best interest of the City of Casper to amend its ordinances to conform to these changes in state law; and,

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That Chapter 5.08 of the Casper Municipal Code is hereby amended as follows:

Section 5.08.010(11)(i) is created to read as follows:

Any other liquor or alcoholic beverage permit issued by the City or allowed by State law.

Section 5.08.028 is created to read as follows:

Manufacturing and rectifying.

a. A holder of a manufacturer's license who is a federally licensed distiller or rectifier may dispense free of charge at the site identified on the manufacturer's license samples in quantities not to exceed one and one-half (1.5) ounces of their product manufactured at the site identified on the manufacturer's license and no more than three (3) ounces of samples per consumer per day. The dispensing of samples shall be subject to the schedule of operating hours set pursuant to W.S. 12-5-101 and the licensed building provisions provided in W.S. 12-5-201.

b. The local licensing authority may issue to the holder of a manufacturer's license granted under subsection (a) of this section who is a federally licensed distiller or rectifier, a satellite manufacturer's permit which allows the permittee to sell product manufactured at the site identified on the manufacturer's license at not more than one (1) satellite location within Wyoming separate from its manufacturing site under the original permit. All products sold at a manufacturer's satellite location shall be obtained through the division. The satellite manufacturer's permit may be issued on application to the appropriate licensing authority. The local licensing authority may require a public hearing and the payment of an additional permit fee not to exceed one hundred dollars (\$100.00). The satellite manufacturer's permit shall be subject to the terms and conditions of W.S. 12-4-106, the schedule of operating hours set pursuant to W.S. 12-5-101 and the licensed building provisions pursuant to W.S. 12-5-201.

c. For purposes of this section:

(i) "Distiller" includes any person who:

- (A) Produces distilled spirits from any source or substance;
- (B) Brews or makes mash, wort or wash fit for distillation or for the production of distilled spirits, other than the making or using of mash, wort or wash in the authorized production of wine or beer, or the production of vinegar by fermentation;
- (C) By any process separates alcoholic spirits from any fermented substance; or
- (D) Making or keeping mash, wort or wash, has a still in operation at the site identified on the manufacturer's license.

(ii) "In operation" means is currently being operated or has been operated in the preceding twelve (12) months with all necessary permits;

(iii) "Manufacture" or "manufactured" means distilling or rectifying and bottling or packaging any spirituous fluid, substance or compound intended for beverage purposes which contains at least one-half of one percent (.5%) alcohol by volume;

(iv) "Rectifier" includes any person who colors, flavors or otherwise processes distilled spirits by distillation, blending, percolating or other processes.

Section 5.080.030 is amended to read as follows:

It is unlawful for any person to possess for sale, sell or dispense for any pecuniary advantage or give away to the public, as an inducement to the public to patronize any business, place or person within the city, any alcoholic liquor or malt beverage as defined in this chapter, or to operate a microbrewery, **winery, or manufacturing operation or tasting room** within the city without first obtaining a license to do so and paying the license fees therefor.

The first sentence of Section 5.08.070(A) – License application – Notice, hearing and appeals procedure – shall be amended to read as follows:

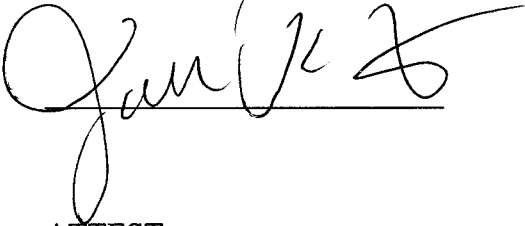
When an application for a license, special malt beverage permit, **satellite manufacturer's permit**, renewal, or a transfer of location or ownership thereof has been filed with the city clerk, the clerk shall promptly prepare a notice of application, place the notice conspicuously upon the premises shown by the application as the proposed place of sale, and publish the notice in a newspaper of local circulation once a week for two consecutive weeks.

PASSED on 1st reading the ____ day of _____, 2018.

PASSED on 2nd reading the ____ day of _____, 2018.

PASSED, APPROVED AND ADOPTED on 3rd and final reading the ____ day of _____, 2018. The effective date of this Ordinance is 21 days after approval on 3rd Reading.

APPROVED AS TO FORM:




ATTEST:

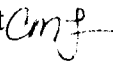
Fleur D. Tremel
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Ray Pacheco
Mayor

November 14, 2018

MEMO TO: J. Carter Napier, City Manager 

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

SUBJECT: Public Hearing for a Transfer of Location for Retail Liquor License No. 5, Travis Taylor, d/b/a Cocktail's, Located at 134 North Center, to Travis Taylor, d/b/a Cocktail's, Located at 138 South Kimball.

Meeting Type & Date

Regular Council Meeting
December 4, 2018

Action type

Public Hearing
Minute Action

Recommendation

No Recommendation

Summary

This retail liquor license No. 5 was transferred from Elixir to Lucky 95, LLC on January 5, 2016, which was owned by Travis and Wendy Taylor as equal partners; license No. 5 was transferred as non-operational. On December 19, 2017, license No. 5 was transferred to Travis Taylor as sole owner and as non-operational. At the April 10, 2018 Work Session, Mr. Taylor stated he was finalizing appraisals and then would be able to move forward with loans and a site plan. On May 2nd, the City Attorney sent Mr. Taylor a letter outlining the State Statutes' requirements for a non-operational license. Staff called Mr. Taylor to inquire about his plans for this liquor license on September 13 and 25, 2018. Mr. Taylor returned the phone calls on September 27, 2018 and was informed at that time if he was planning on transferring the license, it would need to be turned in by November 1, 2018 in order for city staff to meet deadlines. Mr. Taylor called on October 31, 2018, to inquire about the deadline and said he was planning on transferring this license to Frontier Brewing and would have the application in the next day. Applications were sent to him at that time. That same day, Todd Titus from Frontier Brewery, called the City Clerk's office to inquire about having the Retail Liquor License at Frontier Brewing. Mr. Titus stated that Mr. Taylor had reached out to them October 26th, 2018, regarding the need to make his license active and suggested the option to move it to their building. On November 1, 2018, Mr. Taylor came into the City Clerk's office and picked up copies of a transfer application and stated he had a different location, not the Frontier Brewery property, he was looking at. The application with the new location was turned into the City Clerk's office on November 2, 2018.

Mr. Taylor is now requesting a transfer of this liquor license to 138 South Kimball, which is located in the Commissary Mall. If this transfer is granted, the license will have to be operational by December 20th, 2018. It is the applicant's intention to be open for business by December 20, 2018.

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

Financial Considerations

No Financial Considerations

Oversight/Project Responsibility

Carla Mills-Laatsch, Licensing Specialist

Attachments

Copy of Application

Affidavit of Website Publication

NEW OR TRANSFER LIQUOR LICENSE OR PERMIT APPLICATION

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

To be completed by City/County Clerk

Local License #: Retail #5

License Fees Annual Fee: \$ 100.00 Date filed with clerk: 11 12 2018

Prorated Fee: \$ _____ Advertising Dates: (2 Weeks) 11/23/2018 & 11/26/2018

Transfer Fee: \$ _____ Hearing Date: 12 14 2018

Publishing Fee: \$ _____

Publishing Fee Direct Billed to Applicant:

License Term: 12 15 2018 Through 03 131 2019
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: TST TRAVIS TAYLOR

Trade/Business Name (dba): COCK TAIL'S

Building to be licensed/Building Address: 138 S Kimball
Number & Street

Casper Wyoming 82604 NATRONA
City State Zip County

Mailing Address: PO BOX 583 EVANSVILLE WY
Number & Street or P.O. Box

82636 EVANSVILLE WYOMING
City State Zip

Business Telephone Number: (307) 247 0575 Fax Number: ()

E-Mail Address: TSTAYLOR@BRESNAN.NET

Brief legal description and the zoning of the licensed building or site for licensed building: W.S. 12-4-102 (a) (vi)
LOTS 8, 9, 10 BLOCK 18 CITY OF CASPER, NATRONA COUNTY, WYOMING

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

TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)

<p>RETAIL LIQUOR LICENSE</p> <p><input type="checkbox"/> ON-PREMISE ONLY (BAR)</p> <p><input type="checkbox"/> OFF-PREMISE ONLY (PACKAGE STORE)</p> <p><input checked="" type="checkbox"/> COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)</p>	<p><input type="checkbox"/> RESTAURANT LIQUOR LICENSE</p> <p><input type="checkbox"/> RESORT LIQUOR LICENSE</p> <p><input type="checkbox"/> BAR AND GRILL</p> <p>LIMITED RETAIL (CLUB)</p> <p><input type="checkbox"/> VETERANS CLUB</p> <p><input type="checkbox"/> FRATERNAL CLUB</p> <p><input type="checkbox"/> GOLF CLUB</p> <p><input type="checkbox"/> SOCIAL CLUB</p>	<p><input type="checkbox"/> MICROBREWERY</p> <p><input type="checkbox"/> WINERY</p> <p><input type="checkbox"/> DISTILLERY SATELLITE</p> <p><input type="checkbox"/> WINERY SATELLITE</p> <p><input type="checkbox"/> COUNTY RETAIL or SPECIAL MALT BEVERAGE PERMIT</p> <p>SPECIAL DESIGNATIONS</p> <p><input type="checkbox"/> CONVENTION FACILITY</p> <p><input type="checkbox"/> CIVIC CENTER/EVENT CENTER/PUBLIC AUDITORIUM</p> <p><input type="checkbox"/> GOLF CLUB</p> <p><input type="checkbox"/> GUEST RANCH</p> <p><input type="checkbox"/> RESORT</p>
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To Assist the Liquor Division with scheduling inspections: **WHEN DO YOU OPERATE?**

FULL TIME (e.g. Jan through Dec) (specify months of operation) from JAN to DECEMBER

SEASONAL/PART-TIME DAYS OF WEEK (e.g. Mon through Sat) from MONDAY to SUNDAY

NON-OPERATIONAL/PARKED HOURS OF OPERATION (e.g. 10a - 2a) from 6AM to 2AM

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 103 of lease.

(B) Where the Sales provision for alcoholic or malt beverages is located, on page 2 paragraph 107 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? TST 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?
TRAVIS THOR				YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	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"/>
				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?
						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 not less than 10 million dollars (\$10,000,000.00)? 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) (Requires wholesaler license with the Liquor Division) YES NO

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

11. WINERY LICENSE:

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

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

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)

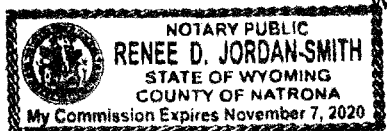
Under penalty of perjury, and the possible revocation or cancellation of the license, I swear the above stated facts, are true and accurate.

STATE OF WYOMING)
COUNTY OF Natrona) SS.

Signed and sworn to before me on this 2ND day of NOVEMBER, 2018 that the facts alleged in the foregoing instrument are true by the following:

1)	<u>Travis Taylor</u> (Signature)	<u>TRAVIS TAYLOR</u> (Printed Name)	<u>PRESIDENT</u> 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:



Renee D Jordan Smith
Signature of Notary Public

(SEAL)

63 My commission expires: Nov. 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 11/21/2018 and ended on 12/5/2018 and
- Attached is image of the Notice as actually posted on the City of Casper website (www.caserwy.gov) for the entire period referenced above.

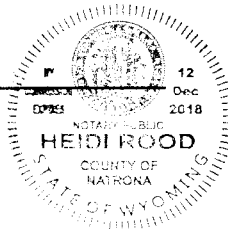
By: Carla Mills Leatch Date: 11/13/2018

Title: Licensing Specialist

Scribed in my presence and sworn before me on this

13th day of November, 2018

Heidi Roed



Provide to City of Casper Central Records

Travis Taylor

Notice is hereby given that on the 2nd of November, 2018, Travis Taylor applied for a transfer of location for Retail Liquor License No. 5 in the office of the Clerk of the City of Casper, Wyoming for the following described place, 138 South Kimball, and protests, if any there be, against the issuance of the license will be heard at the hour of 6 p.m., on the 4th of December, 2018 in the City Council Chambers at 200 North David.

Dated: 11/13/2018

ORDINANCE NO. 21-18

AN ORDINANCE REPEALING AND REPLACING CHAPTER
9.18 OF THE CASPER MUNICIPAL CODE PERTAINING TO
PANHANDLING

WHEREAS, the City Council of Casper, Wyoming, has determined that the current code sections addressing solicitation may be too restrictive, in light of First Amendment Rights as found in recent court cases; and,

WHEREAS, the City's ordinance regulating solicitation should be amended to comply with recent Courts' rulings;

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

That Chapter 9.18 of the Casper Municipal Code is hereby repealed and replaced with the following:

9.18.010 – PURPOSE AND FINDINGS.

The City Council does hereby find that:

(a) It is the intent of Council in enacting this Ordinance to recognize free speech rights for all citizens while at the same time protecting the coexistent rights for all citizens to enjoy safe and convenience travel in public spaces free from intimidating conducts, threats, and harassment that stem from certain types of abusive solicitation, or that may give rise to interference with other's activities if they occur in particular settings and contexts;

(b) Council finds that there are numerous forms of solicitation that are not in and of themselves inherently threatening or aggressive, including vocal requests for a donation; carrying or displaying a sign requesting donations; shaking or jingling a cup of change; and ringing a bell in compliance with any applicable noise ordinance; and,

(c) However, Council finds that aggressive and intrusive solicitation threatens the security, privacy, and freedom of movement of both residents and visitors; and,

(d) Council also finds that the presence of solicitors in certain specific areas (such as near to or adjacent to automatic teller machines, adjacent to sidewalk cafes, open window cafes, at public bus stops, and in public garages in the nighttime) create reasonable concerns by citizens objectively worried about their privacy, freedom of movement, and personal security; and,

(e) Council further finds that certain forms of solicitation impede the orderly flow of pedestrian and vehicular traffic and leads to concerns regarding traffic and public safety, including that of the solicitor, particularly in congested roadways and sidewalks (as defined below to include highly traveled areas, lines to enter buildings,

historic districts with narrow sidewalks or on traffic medians or the obstructing of traffic on high-speed or high-volume streets and highways); and,

(f) This Ordinance is not intended impermissibly to limit an individual's right to exercise free speech associated with solicitation; rather it aims to impose specific time, place, and manner restrictions on solicitation and associated conduct in certain limited circumstances; namely, limiting aggressive panhandling, panhandling at locations or times deemed particularly threatening and dangerous, and panhandling in places where people are a "captive audience" and there is a wish to avoid or reduce a threat of inescapable confrontations, intimidation or over reaching; and,

(g) In promulgating this Ordinance, Council seeks to impose regulations that are narrowly tailored to serve the aforementioned significant governmental interests.

9.18.020 – DEFINITIONS.

(a) "Aggressive begging, panhandling, or solicitation" includes the following forms of conduct:

i. Confronting someone in a way that would cause a reasonable person to fear bodily harm;

ii. Accosting an individual by approaching or speaking to the individual or individuals in such a manner as would cause a reasonable person to fear imminent bodily harm or the commission of a criminal act upon his or her person, or upon property in his or her immediate possession;

iii. Touching someone without his or her consent;

iv. Using obscene or abusive language toward someone while attempting to panhandle or solicit him or her;

v. Forcing oneself upon the company of another by engaging in any of the follow conduct:

(1) Continuing to solicit in close proximity to the individual addressed after the person to whom the solicitation is directed has made a negative response, either verbally, by physical sign, by attempting to leave the presence of the person soliciting, or by other negative indication;

(2) Blocking the passage of the individual solicited; or

(3) Otherwise engaging in conduct that could reasonably be construed as intending to compel or force a person to accede to a solicitation.

vi. Acting with the intent to intimidate someone into giving money, or

vii. Other conduct that a reasonable person being solicited would regard as threatening or intimidating in order to solicit a contribution or donation.

(b) “Areas with heightened personal security concerns” include the following locations:

i. Areas within, or within 20 feet of, a public parking garage, between dusk and dawn;

ii. Areas within 20 feet of a public bus stop or public transit entrance;

iii. Areas within 20 feet of access to building entrances, public events venues, public accommodations or commercial businesses;

iv. David Street Station and the sidewalks and streets adjacent thereto, during the hours of an event at the David Street Station location.

(c) “Areas with heightened personal privacy concerns” include the following:

i. Locations within 20 feet of an automated teller machine, or financial institution in which an automated teller machine is located, where “financial institution” means any bank, industrial bank, credit union, or savings and loan.

ii. Locations within 20 feet of a sidewalk café or open window café – with windows open, during operating hours.

iii. Other locations in which a reasonable person would have a reasonable and justified concern about whether congestion and close proximity to others could compromise his or her interests in privacy.

(d) “Areas with heightened public safety concerns” include the following:

i. High traffic roadways;

ii. Traffic medians where such medians provide less than 10 square feet of flat space for standing;

iii. Traffic medians of whatever size within designated high traffic or high-speed roadways,

(e) “Begging, panhandling and charitable or political solicitation: includes the following activities: actions that are conducted in the furtherance of the purpose of immediately collecting contributions for the use of one’s self or others. As used in this Ordinance, the word, “solicit,” and its forms, includes requests for funding arising from begging, panhandling, charitable, or political fundraising initiatives. “Begging, panhandling and charitable or political solicitation” includes both “aggressive” and “passive” forms of begging, panhandling and charitable or political solicitation.

(f) High traffic and/or high speed roadways include the following arterial streets and highways within Casper: 1st Street, 2nd Street, 12th Street, 13th Street, 15th Street, Highway 258 - Wyoming Boulevard, CY Avenue, Beverly Street, Center Street, Poplar Street, Highway 254, Yellowstone Highway and Interstate 25.

(g) Traffic medians include areas that meet the following definitions:

i. Areas with “medians” situated between traffic lanes running in opposite directions where such medians have less than 10 square feet of flat area between traffic lanes; or

ii. Areas with “medians” that are otherwise designated as unsafe for activities by pedestrians, due to associated high-volume or high-speed traffic (See “f” above).

(h) Passive panhandling, begging, charitable or political solicitation. “Passive panhandling, begging, charitable or political solicitation” includes conduct that falls within the definition in part (e) of this section, but only such conduct that involves requests for contributions presented in writing without speaking, oral requests for contributions that do not constitute “aggressive panhandling, begging, charitable or political solicitations, or other activities that do not fall within the definition of “aggressive begging, panhandling or solicitation” as defined in subsection (a) of this section.

9.18.030 – PASSIVE BEGGING, PANHANDLING, CHARITABLE AND POLITICAL SOLICITATION: WHEN REGULATED

The City Council finds that “passive panhandling, begging, charitable or political solicitation,” as defined in this Ordinance should be treated as speech protected under the First Amendment unless other well-grounded governmental concerns are implicated. Accordingly, passive panhandling, begging charitable or political solicitation is expressly permitted as provided herein.

9.18.040 – AGGRESSIVE PANHANDLING, BEGGING, CHARITABLE AND POLITICAL SOLICITATION PROHIBITED

(a) Aggressive panhandling, begging, charitable and political solicitation prohibited. No person shall engage in aggressive panhandling, begging, charitable or political solicitation as defined in section 9.18.02 (a), (b), (c) and (d) of this Ordinance at anytime, anywhere in this jurisdiction.

9.18.050 – REGULATION OF PANHANDLING, BEGGING, CHARITABLE AND POLITICAL SOLICITATION IN AREAS WITH SPECIFIC PERSONAL SAFETY AND PRIVACY CONCERNS

(a) Regulation locations. Both “passive” and “aggressive” panhandling, begging, charitable and political solicitation activities are regulated in the following areas that give rise to specific personal safety and privacy concerns as defined in 9.18.010 of this Ordinance:

i. Areas with heightened personal security concerns as previously defined in subsection 9.18.020(b); and,

ii. Areas with heightened privacy considerations as previously defined in subsection 9.18.020(c).

(b) Prohibition. Neither “aggressive” nor “passive” panhandling, begging, charitable and political solicitation shall be conducted in areas defined as involving heightened personal security or heightened privacy considerations.

9.18.060 – PANHANDLING, BEGGING, CHARITABLE AND POLITICAL SOLICITATION - PROTECTION OF PUBLIC ACCESS AND VEHICULAR AND PERSONAL SAFETY IN PUBLIC STREETS AND HIGHWAYS AND ON TRAFFIC MEDIANS AND ON HIGH VOLUME AND HIGH SPEED HIGHWAYS

(a) Areas regulated.

i. Areas regulated by this section include those defined as “areas with heightened public safety concerns” as defined in section 9.18.020(d) of this Ordinance.

(b) Findings. The City Council finds as follows:

1. Public Safety. Both aggressive and passive begging, panhandling, charitable or political solicitation within streets and highway rights of way, or on small traffic medians (under 10 square feet in size), or on traffic medians located on high speed and high-volume traffic corridors as identified in this Ordinance, give rise to an increased risk of injury to solicitors on medians, traffic congestion, and traffic accidents that may affect drivers or solicitors.

2. Alternative Sites. This Ordinance provides ample alternative sites for passive begging, panhandling, charitable and political solicitation in areas that do not give rise to enhanced public safety concerns or personal privacy and security concerns.

3. The City Council has undertaken from its own observations and inquiries to identify high speed and high volume traffic corridors that likewise are especially dangerous, in order to assure that these regulations are grounded in appropriate governmental concerns, are narrowly tailored, and allow alternative avenues for communication.

(c) Prohibitions

1. Generally. Both passive and aggressive begging, panhandling, charitable and political solicitation are prohibited in "areas with heightened public safety concerns" as defined in subsection 9.18.020(d), (f) and (g).

9.18.070 – PENALTIES

Any person convicted of violating this Chapter may be fined not more than Seven Hundred Fifty Dollars (\$750.00), jailed for not longer than six (6) months, or both.

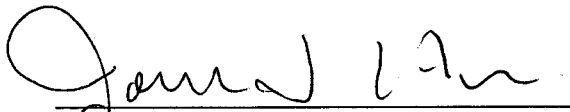
This Ordinance shall become in full force and effect twenty-one (21) days after passage on third reading and publication.

PASSED on 1st reading the 6th day of Nov., 2018

PASSED on 2nd reading the 20th day of Nov., 2018

PASSED, APPROVED, AND ADOPTED on third and final reading the ____ day of ____, 2018

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Ray Pacheco
Mayor

ORDINANCE NO. 22-18

AN ORDINANCE REPEALING AND REPLACING SECTION 10.12.010 OF THE CASPER MUNICIPAL CODE PERTAINING TO POSSESSION OF MOTOR VEHICLE OPERATOR'S LICENSE REQUIRED

WHEREAS, the City of Casper, Wyoming's current ordinance addressing possession of a motor vehicle operator's license does not incorporate the Wyoming Statute mandate that if a driver is stopped and did not have the license within the vehicle, that upon proving that the driver was, in fact, licensed, there can be no conviction; and,

WHEREAS, W.S. § 31-7-116 "Carrying and displaying" driver's licenses, currently which provides:

... However, no person charged with violating this section shall be convicted if he produces in court a driver's license previously issued to him and valid at the time of his arrest.

WHEREAS, there is a substantial body of law in Wyoming that if the legislature has addressed a topic, the municipalities are preempted from deviation from the legislative mandate.

WHEREAS, the Constitution of Wyoming provides: "All laws of a general nature shall have a uniform operation." Art. 1 § 10 Wyo. Const.

WHEREAS, The City's Ordinance on possession of a driver's license/operator's license should be consistent with the Wyoming State Statute addressing the same topic;

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

That Section 10.12.010 of the Casper Municipal Code is hereby repealed and replaced with the following:

10.12.010 Every licensee shall have his driver's license in his immediate possession at all times when driving a motor vehicle in the City of Casper and shall display the license upon demand of any Casper Police Officer, Natrona County Sheriff, or a Deputy of the Natrona County Sheriff's Office, Wyoming Highway Patrol Trooper, any officer or agent of the Division of Criminal Investigation (hereafter "officer"), any Wyoming law enforcement officer engaged in a hot pursuit. However, no person charged with violating this section shall be convicted if he produces in court a driver's license previously issued to him and valid at the time of his arrest. For the purposes of this section "display" means the surrender of his license to the demanding officer. After examination the officer shall immediately return the license to the licensee except:

1) If the officer has probable cause to believe that the licensee may be violating or has violated Casper Municipal Code 10.52.030 (driving or having

control of a vehicle while under the influence of intoxicating liquor or controlled substance); or

2) if the licensee is younger than twenty-one (21) years of age and has been operating or in actual physical control of a vehicle in this state with an alcohol concentration of two one-hundredths of one percent (0.02%) or more as measured within two (2) hours after the time of driving or being in actual physical control following a lawful arrest resulting from a valid traffic stop.

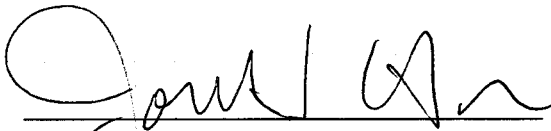
This Ordinance shall become in full force and effect twenty-one (21) days after passage on third reading.

PASSED on 1st reading the 6th day of Nov 2018

PASSED on 2nd reading the 20th day of Nov., 2018

PASSED, APPROVED, AND ADOPTED on third and final reading the ____ day of ____, 2018

APPROVED AS TO FORM:


ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Ray Pacheco
Mayor

ORDINANCE NO. 23-18

AN ORDINANCE APPROVING THE VACATION OF A PORTION OF SOUTH OAK STREET, SOUTH ELM STREET, WEST 8TH STREET, WEST 9TH STREET, WEST 10TH STREET, TWO ALLEYS LOCATED IN BLOCK 84, CASPER ADDITION, AN ALLEY LOCATED IN BLOCK 92, CASPER ADDITION, AND A PORTION OF AN ALLEY LOCATED IN BLOCK 93, CASPER ADDITION

WHEREAS, the City of Casper has requested that portions of South Oak Street, South Elm Street, West 8th Street, West 9th Street, West 10th Street, Two Alleys Located in Block 84, Casper Addition, an Alley Located in Block 92, Casper Addition, and a Portion of an Alley located in Block 93, Casper Addition, be vacated as public right-of-way; and,

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

WHEREAS, the City of Casper desires to retain a utility easement within the boundaries of the to-be-vacated portions of South Oak Street, South Elm Street, West 8th Street, West 9th Street, West 10th Street, Two Alleys Located in Block 84, Casper Addition, an Alley Located in Block 92, Casper Addition, and a Portion of an Alley located in Block 93, Casper Addition; and,

WHEREAS, the City of Casper has determined that said portions of South Oak Street, South Elm Street, West 8th Street, West 9th Street, West 10th Street, Two Alleys Located in Block 84, Casper Addition, an Alley Located in Block 92, Casper Addition, and a Portion of an Alley located in Block 93, Casper Addition, can be vacated without adversely impacting utility services and traffic circulation within the area; and,

WHEREAS, it is the desire of the governing body of the City of Casper to approve said vacation of portions of South Oak Street, South Elm Street, West 8th Street, West 9th Street, West 10th Street, Two Alleys Located in Block 84, Casper Addition, an Alley Located in Block 92, Casper Addition, and a Portion of an Alley located in Block 93, Casper Addition as public right-of-way.

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

SECTION 1:

That the vacation of the portions of South Oak Street, South Elm Street, West 8th Street, West 9th Street, West 10th Street, Two Alleys Located in Block 84, Casper Addition, an Alley Located in

Block 92, Casper Addition, and a Portion of an Alley located in Block 93, Casper Addition, as set forth in Exhibits "A" and "B", which by reference herein are made a part of this ordinance, is hereby approved and vacated.

SECTION 2:

That a utility easement, as described in Exhibit "C" and illustrated in Exhibit "D" is hereby reserved for the purposes of construction, operation, and maintenance of public and private utility lines, conduits, vaults, pedestals, and other utility appurtenances.

SECTION 3:

That the vacated sections of South Oak Street, South Elm Street, West 8th Street, West 9th Street, West 10th Street, Two Alleys Located in Block 84, Casper Addition, an Alley Located in Block 92, Casper Addition, and a Portion of an Alley located in Block 93, Casper Addition, as described in Exhibit "A" and illustrated in Exhibit "B", shall revert to the adjoining land owners as provided by law.

SECTION 4:

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

PASSED on 1st reading the 20th day of November, 2018.

PASSED on 2nd reading the _____ day of _____, 2018.

PASSED, APPROVED, AND ADOPTED on 3rd and final reading the ____ day of _____, 2018.

APPROVED AS TO FORM:

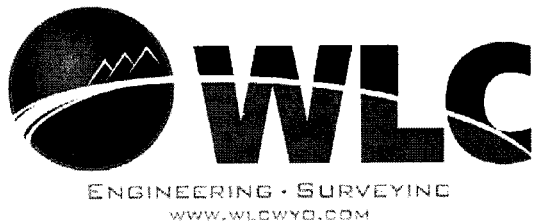
Walter Trumbull

ATTEST:

Fleur D. Tremel
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

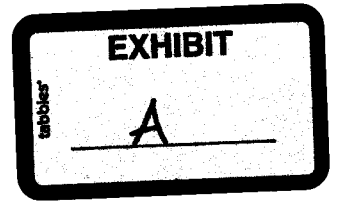
Ray Pacheco
Mayor



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

May 2, 2018
Revised: August 27, 2018

Natrona County School District #1
970 Glenn Road
Casper, WY 82601



W.O. No.: 14210

Description: (Street and Alley Vacations for NCHS – 4.98 Acres) Page 1 of 3

A Parcel being all of South Oak Street lying between West Collins Avenue and an existing alley in Block 93, City of Casper, all of South Elm Street, lying between West 8th Street and CY Avenue, all of West 8th Street, lying between South Oak Street and South Ash Street, all of West 10th Street lying between South Spruce Street and South Oak Street, all of the Alley located in Block 92, City of Casper, all of the Alley in Block 93, City of Casper, that has not been vacated previously and all of the Alleys in Block 84, City of Casper, all lying in the SW1/4, Section 9, Township 33 North, Range 79 West of the Sixth Principal Meridian, Natrona County, Wyoming and being more particularly described by metes and bounds as follows:

Beginning at the northwesterly corner of the Parcel being described and also a point of intersection of the westerly line of South Oak Street with the southerly line of West Collins Street and the northeasterly corner of Block 91, City of Casper; thence from said Point of Beginning and along the northerly line of said Parcel and the northerly line of said South Oak Street and the southerly line of said West Collins Street, N.63°19'21"E., 66.74 feet to the northeasterly corner of said South Oak Street and the northwesterly corner of Block 90, City of Casper; thence along the easterly line of said Parcel and the westerly line of said Block 90, City of Casper, S.0°42'43"E., 369.73 feet to a point in the northerly line of West 8th Street and the southwest corner of said Block 90, City of Casper; thence along the northerly line of said Parcel and said West 8th Street and the southerly line of Block 90, City of Casper, across South Elm Street and the southerly line of Block 83, City of Casper, N.89°17'15"E., 660.00 feet to a point and southeasterly corner of said Block 83 and a point in the westerly line of South Ash Street; thence along the easterly line of said Parcel and across said West 8th Street and the westerly line of said South Ash Street, S.0°42'45"E., 70.00 feet to a point and northeasterly corner of Block 84, City of Casper; thence along the southerly line of said Parcel and West 8th Street and the northerly line of said Block 84, City of Casper, S.89°17'15"W., 300.00 feet to a point and northwesterly corner of said Block 84 and a point in the easterly line of South Elm Street; thence along the easterly line of said Parcel and South Elm Street and the westerly line of said Block 84, City of Casper, S.0°42'52"E., 372.78 feet to a point in the northerly line of an alley in said Block 84, City of Casper; thence along the northerly line of said Parcel and said alley, N.44°22'19"E., 197.70 feet to a point in the westerly line of an alley in said Block 84, City of Casper;

CHEYENNE

RAWLINS

DEDICATED TO CLIENTS. DEFINED BY EXCELLENCE.

Natrona County School District #1

Description: (Street and Alley Vacations for NCHS – 4.98 Acres)

Page 2 of 3

thence along the westerly line of said Parcel and said alley, N.0°42'57"W., 233.19 feet to a point in the southerly line of said West 8th Street; thence along the northerly line of said Parcel and alley and the southerly line of said West 8th Street, N89°17'15"E., 20.00 feet to a point and northeasterly corner of said alley; thence along the easterly line of said Parcel and alley, S.0°42'57"E., 213.25 feet to a point in the northerly line of an alley in said Block 84, City of Casper; thence along the northerly line of said Parcel and alley, N.44°22'19"E., 197.69 feet to a point in the westerly line of said South Ash Street; thence along the easterly line of said Parcel and alley and the westerly line of said South Ash Street, S.0°43'03"E., 28.24 feet to a point in the southerly line of said alley; thence along the southerly line of said Parcel and alley, S.44°22'19"W., 423.63 feet to a point in the easterly line of said South Elm Street; thence along the easterly line of said Parcel and South Elm Street and the westerly line of said Block 84, City of Casper, S.0°42'52"E., 200.15 feet to a point in the northwesterly line of CY Avenue and southwest corner of said Block 84, City of Casper; thence along the southeasterly line of said Parcel and South Elm Street and the northerly line of said CY Avenue, S.44°25'09"W., 84.65 feet to a point in the westerly line of said South Elm Street; thence along the westerly line of said Parcel and South Elm Street and the easterly line of vacated West 10th Street, Block 88, City of Casper, vacated Mahan Street and Block 89, City of Casper, N.0°42'53"W., 660.89 feet to a point in the southerly line of said West 8th Street and the northeasterly corner of said Block 89, City of Casper; thence along the southerly line of said Parcel and West 8th Street and the northerly line of said Block 89, City of Casper, S.89°17'15"W., 300.00 feet to a point in the easterly line of said South Oak Street and the northwesterly corner of said Block 89, City of Casper; thence along the easterly line of said Parcel and South Oak Street and the westerly line of Block 89, City of Casper, vacated Mahan Street, block 88, City of Casper, vacated West 10th Street and Block 88, City of Casper, S.0°42'43"E., 793.29 feet to a point; thence along the southerly line of said Parcel and across said South Oak Street, S.89°17'17"W., 60.00 feet to a point in the westerly line of said South Oak Street and the northeasterly corner of an alley in Block 93, City of Casper; thence along the westerly line of said Parcel and South Oak Street and the easterly line of said Block 93, City of Casper, N.0°42'43"W., 113.61 feet to a point in the southerly line of said West 10th Street and the northeasterly corner of said Block 93, City of Casper; thence along the southerly line of said Parcel and West 10th Street and the northerly line of said Block 93, S.89°16'18"W., 130.00 feet to a point in the easterly line of an alley in said Block 93, City of Casper; thence along the easterly line of said Parcel and said alley, S.0°41'58"E., 194.82 feet to the southeasterly corner of said alley; thence along the southerly line of said Parcel and alley, S.89°17'11"W., 15.00 feet to a point in the westerly line of said alley; thence along the westerly line of said Parcel and alley, N.0°43'42"W., 194.81 feet to a point in the southerly line of said West 10th Street; thence along the southerly line of said Parcel and West 10th Street and the northerly line of said

Natrona County School District #1

Description: (Street and Alley Vacations for NCHS – 4.98 Acres)

Page 3 of 3

Block 93, City of Casper, S.89°16'18"W., 130.00 feet to a point in the easterly line of South Spruce Street and the northwesterly corner of said Block 93, City of Casper; thence along the westerly line of said Parcel and across said West 10th Street and the easterly line of said South Spruce Street, N.0°44'03"W., 70.02 feet to a point in the northerly line of said West 10th Street and the southwesterly corner of Block 92, City of Casper; thence along the northerly line of said Parcel and West 10th Street and the southerly line of said Block 92, City of Casper, N.89°16'31"E., 130.00 feet to a point in the westerly line of an alley in said Block 92, City of Casper; thence along the westerly line of said Parcel and alley, N.0°42'43"W., 369.68 feet to a point in the southerly line of West 9th Street; thence along the northerly line of said Parcel and alley and the southerly line of said West 9th Street, N.89°16'42"E., 15.00 feet to a point in the easterly line of said alley; thence along the easterly line of said Parcel and alley, S.0°43'18"E., 369.67 feet to a point in the northerly line of said West 10th Street; thence along the northerly line of said Parcel and West 10th Street and the southerly line of said Block 92, City of Casper, N.89°16'31"E., 130.00 feet to a point in the westerly line of said South Oak Street and the southeasterly corner of said Block 92, City of Casper; thence along the westerly line of said Parcel and South Oak Street and the easterly line of said Block 92, City of Casper, N.0°42'43"W., 369.67 feet to a point and northeasterly corner of said Block 92, City of Casper; thence along the southerly line of said Parcel and West 9th Street and the northerly line of said Block 92, City of Casper, S.89°16'42"W., 275.00 feet to a point and northwesterly corner of said Block 92, City of Casper and a point in the easterly line of said South Spruce Street; thence along the westerly line of said Parcel and across said West 9th Street and the easterly line of said South Spruce Street, N.0°43'25"W., 69.99 feet to a point and southwesterly corner of said Block 91, City of Casper; thence along the northerly line of said Parcel and West Ninth Street and the southerly line of said Block 91, City of Casper, N.89°16'42"E., 275.00 feet to a point and southeasterly corner of said Block 91, City of Casper and a point in the westerly line of said South Oak Street; thence along the westerly line of said Parcel and South Oak Street and the easterly line of said Block 91, City of Casper, N.0°42'43"W., 580.53 feet to the Point of Beginning and containing 4.98 acres, more or less.



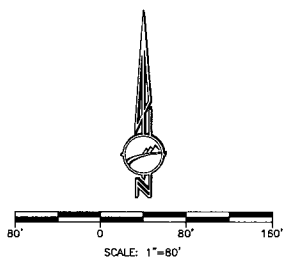
ENGINEERING & SURVEYING
200 PRONKHORN, CASPER, WY. 82601

Drawn By: KRM
Checked By: SJS
Acad File: NCHS VACATIONS
W.O. No.: 14210
Book No.:
FOR: NATRONA COUNTY SCHOOL DISTRICT #1
970 GLENN ROAD
CASPER, WY 82601

REVISIONS
1. REVISED BOUNDARY & DESCRIPTION 8-16-18.
2. ADDED WEST 9TH ST. & REVISED DESCRIPTION 8-27-18.

EXHIBIT FOR VACATION OF PORTIONS OF
S. OAK ST., S. ELM ST., W. 8TH ST., W. 10TH ST
AND ALLEYS IN BLOCKS 92, 93 AND 84
CITY OF CASPER
NATRONA COUNTY, WYOMING

SHEET NO.
1 OF 1
DATE:
5-2-18



DESCRIPTION

A Parcel being all of South Oak Street lying between West Collins Avenue and an existing alley in Block 93, City of Casper, all of South Elm Street, lying between West 8th Street and Cy Avenue, all of West 8th Street, lying between South Oak Street and South Ash Street, all of West 10th Street lying between South Spruce Street and South Oak Street, all of the Alley located in Block 92, City of Casper, all of the Alley in Block 93, City of Casper, that has not been vacated previously and all of the Alleys in Block 84, City of Casper, all lying in the SW1/4, Section 9, Township 33 North, Range 79 West of the Sixth Principal Meridian, Natrona County, Wyoming and being more particularly described by metes and bounds as follows:

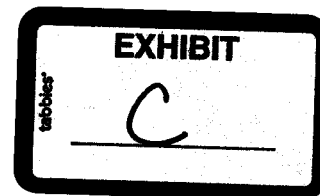
Beginning at the northwesterly corner of the Parcel being described and also a point of intersection of the westerly line of South Oak Street with the southerly line of West Collins Street and the northeasterly corner of Block 91, City of Casper; thence from said Point of Beginning and along the northerly line of said Parcel and the northerly line of said South Oak Street and the southerly line of said West Collins Street, N.63°19'21"E., 66.74 feet to the northeasterly corner of said South Oak Street and the northwesterly corner of Block 90, City of Casper; thence along the easterly line of said Parcel and the westerly line of said Block 90, City of Casper, S.0°42'43"E., 369.73 feet to a point in the northerly line of West 8th Street and the southwesterly corner of said Block 90, City of Casper; thence along the northerly line of said Parcel and said West 8th Street and the southerly line of Block 90, City of Casper, across South Elm Street and the southerly line of Block 83, City of Casper, N.89°17'15"E., 660.00 feet to a point and southeasterly corner of said Block 83 and a point in the westerly line of South Ash Street; thence along the easterly line of said Parcel and across said West 8th Street and the westerly line of said South Ash Street, S.0°42'45"E., 70.00 feet to a point and northeasterly corner of Block 84, City of Casper; thence along the southerly line of said Parcel and West 8th Street and the northerly line of said Block 84, City of Casper, S.89°17'15"W., 300.00 feet to a point and northwesterly corner of said Block 84 and a point in the easterly line of South Elm Street; thence along the easterly line of said Parcel and South Elm Street and the westerly line of said Block 84, City of Casper, S.0°42'52"E., 372.78 feet to a point in the northerly line of an alley in said Block 84, City of Casper; thence along the northerly line of said Parcel and said alley, N.44°22'19"E., 197.70 feet to a point in the westerly line of said Parcel and the southerly line of said West 8th Street; thence along the northerly line of said Parcel and alley and the southerly line of said West 8th Street, N.89°17'15"E., 20.00 feet to a point and northeasterly corner of said alley; thence along the easterly line of said Parcel and alley, S.0°42'57"E., 213.25 feet to a point in the northerly line of an alley in said Block 84, City of Casper; thence along the northerly line of said Parcel and alley, N.44°22'19"E., 197.70 feet to a point in the westerly line of said South Ash Street; thence along the easterly line of said Parcel and alley and the westerly line of said South Ash Street, S.0°43'03"E., 28.24 feet to a point in the southerly line of said alley; thence along the southerly line of said Parcel and alley, S.44°22'19"W., 423.63 feet to a point in the easterly line of said South Elm Street; thence along the easterly line of said Parcel and South Elm Street and the westerly line of said Block 84, City of Casper, S.0°42'52"E., 200.15 feet to a point in the northwesterly line of Cy Avenue and southwesterly corner of said Block 84, City of Casper; thence along the southeasterly line of said Parcel and South Elm Street and the northerly line of said Cy Avenue, S.44°25'09"W., 84.65 feet to a point in the westerly line of said South Elm Street; thence along the westerly line of said Parcel and South Elm Street and the easterly line of vacated West 10th Street, Block 88, City of Casper, vacated Mahan Street and Block 89, City of Casper, N.0°42'53"W., 660.89 feet to a point in the southerly line of said West 8th Street and the northeasterly corner of said Block 89, City of Casper; thence along the southerly line of said Parcel and West 8th Street and the northerly line of said Block 89, City of Casper, S.89°17'15"W., 300.00 feet to a point in the easterly line of said South Oak Street and the northwesterly corner of said Block 89, City of Casper; thence along the easterly line of said Parcel and South Oak Street and the westerly line of Block 89, City of Casper, vacated Mahan Street, block 88, City of Casper, vacated West 10th Street and Block 88, City of Casper, S.0°42'43"E., 793.29 feet to a point; thence along the southerly line of said Parcel and across said South Oak Street, S.89°17'17"W., 60.00 feet to a point in the westerly line of said South Oak Street and the northeasterly corner of an alley in Block 93, City of Casper; thence along the westerly line of said Parcel and South Oak Street and the easterly line of said Block 93, City of Casper, N.0°42'43"W., 113.61 feet to a point in the southerly line of said West 10th Street and the northeasterly corner of said Block 93, City of Casper; thence along the southerly line of said Parcel and West 10th Street and the northerly line of said Block 93, City of Casper, S.89°16'18"W., 130.00 feet to a point in the easterly line of said Parcel and said alley, S.0°41'58"E., 194.82 feet to the southeasterly corner of said alley; thence along the southerly line of said Parcel and alley, S.89°17'11"W., 15.00 feet to a point in the westerly line of said alley; thence along the westerly line of said Parcel and alley, N.0°43'42"W., 194.81 feet to a point in the southerly line of said West 10th Street; thence along the southerly line of said Parcel and West 10th Street and the northerly line of said Block 93, City of Casper, S.89°16'18"W., 130.00 feet to a point in the easterly line of South Spruce Street and the northwesterly corner of said Block 93, City of Casper; thence along the westerly line of said Parcel and across said West 10th Street and the easterly line of said South Spruce Street, N.0°44'03"W., 70.02 feet to a point in the northerly line of said West 10th Street and the southwesterly corner of Block 92, City of Casper; thence along the northerly line of said Parcel and West 10th Street and the southerly line of said Block 92, City of Casper, N.89°16'31"E., 130.00 feet to a point in the westerly line of an alley in said Block 92, City of Casper; thence along the westerly line of said Parcel and alley, N.0°42'43"W., 369.68 feet to a point in the southerly line of West 9th Street; thence along the northerly line of said Parcel and alley and the southerly line of said West 9th Street, N.89°16'42"E., 15.00 feet to a point in the easterly line of said alley; thence along the easterly line of said Parcel and alley, S.0°43'18"E., 369.67 feet to a point in the northerly line of said West 10th Street; thence along the northerly line of said Parcel and West 10th Street and the southerly line of said Block 92, City of Casper, N.89°16'31"E., 130.00 feet to a point in the westerly line of said South Oak Street and the southeasterly corner of said Block 92, City of Casper; thence along the westerly line of said Parcel and South Oak Street and the easterly line of said Block 92, City of Casper, N.0°42'43"W., 369.67 feet to a point and northeasterly corner of said Block 92, City of Casper; thence along the southerly line of said Parcel and West 9th Street and the northerly line of said Block 92, City of Casper, S.89°16'42"W., 275.00 feet to a point and northwesterly corner of said Block 92, City of Casper and a point in the easterly line of said South Spruce Street; thence along the westerly line of said Parcel and across said West 9th Street and the easterly line of said South Spruce Street, N.0°43'25"W., 69.99 feet to a point and southwesterly corner of said Block 91, City of Casper; thence along the northerly line of said Parcel and West Ninth Street and the southerly line of said Block 91, City of Casper, N.89°16'42"E., 275.00 feet to a point and southeasterly corner of said Block 91, City of Casper and a point in the westerly line of said South Oak Street; thence along the westerly line of said Parcel and South Oak Street and the easterly line of said Block 91, City of Casper, N.0°42'43"W., 580.53 feet to the Point of Beginning and containing 4.98 acres, more or less.

S:\WORK-IN-PROGRESS\14210\PROJECT DOCUMENTS\DESIGN\NCHS\NCHS VACATIONS AREA LEGAL DESCRIPTION\NCHS VACATIONS.DWG



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

August 28, 2018 REV2
November 18, 2014
Exhibit "A"
Page 2 of 3



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

W.O. No.: 14210-21

Description: (Utility Easement – 2.168 Acres, Natrona County School District No. 1)

A Parcel in and being a portion of the SE1/4NW1/4, NE1/4SW1/4, Section 9, Township 33 North, Range 79 West of the Sixth Principal Meridian, Natrona County, Wyoming and being more particularly described by metes and bounds as follows:

Beginning at the northwesterly corner of the Parcel being described and a point in the southerly line of West Collins Drive and from which point the northeasterly corner of Block 91, City of Casper, bears S63°19'21"W, 11.12 feet; thence from said Point of Beginning and along the most northerly line of the Parcel being described and the southerly line of said West Collins Drive, N63°19'21"E, 40.04 feet to a point; thence, S0°42'43"E, 376.94 feet to a point; thence, N89°16'57"E, 48.71 feet to a point; thence, N0°00'57"W, 13.72 feet to a point; thence, N89°59'03"E, 20.00 feet to a point; thence, S0°00'57"E, 13.47 feet to a point; thence, N89°16'57"E, 253.28 feet to a point; thence, N0°35'00"W, 9.57 feet to a point; thence, N89°25'00"E, 6.90 feet to a point; thence, N0°55'37"W, 526.57 feet to a point in and intersection with the southerly line of said West Collins Drive; thence along the southerly line of said West Collins Drive, N63°18'35"E, 22.21 feet to a point; thence, S0°55'37"E, 545.85 feet to a point; thence, N89°16'57"E, 325.05 feet to a point in and intersection with the westerly line of South Ash Street; thence along the westerly line of said South Ash Street, S0°43'03"E, 40.00 feet to a point; thence, S89°16'57"W, 258.81 feet to a point; thence, S0°23'20"E, 135.61 feet to a point; thence, S89°47'13"E, 5.83 feet to a point; thence, S0°12'47"W, 20.00 feet to a point; thence, N89°47'13"W, 5.62 feet to a point; thence, S0°23'20"E, 103.92 feet to a point; thence, S7°25'03"W, 169.26 feet to a point; thence, S82°34'57"E, 44.36 feet to a point; thence, S7°25'03"W, 20.00 feet to a point; thence, N82°34'57"W, 44.36 feet to a point; thence, S7°25'03"W, 149.87 feet to a point; thence, S7°11'23"W, 35.31 feet to a point in and intersection with the northerly line of

CY Avenue; thence along the northerly line of said CY Avenue, S44°25'09"W, 49.59 feet to a point; thence, N7°11'23"E, 74.85 feet to a point; thence, N7°25'03"E, 337.13 feet to a point; thence, N0°25'47"W, 257.33 feet to a point; thence, S89°16'57"W, 385.02 feet to a point; thence, S0°42'43"E, 443.18 feet to a point; thence, S89°55'57"E, 20.45 feet to a point; thence, S0°04'03"W, 20.00 feet to a point; thence, N89°55'57"W, 20.17 feet to a point; thence, S0°42'43"E, 146.09 feet to a point; thence, S89°55'40"E, 22.09 feet to a point; thence, S0°04'20"W, 20.00 feet to a point; thence, N89°55'40"W, 21.82 feet to a point; thence, S0°42'43"E, 179.98 feet to a point; thence, S89°17'17"W, 36.00 feet to a point; thence, N0°42'43"W, 141.44 feet to a point; thence, S89°18'50"W, 137.45 feet to a point; thence, S0°36'00"E, 222.75 feet to a point; thence, S89°32'49"W, 17.17 feet to a point; thence, N0°44'14"W, 14.84 feet to a point; thence, S89°16'42"W, 2.79 feet to a point; thence, N0°36'00"W, 207.85 feet to a point; thence, S89°18'50"W, 127.35 feet to a point in and intersection with the easterly line of South Spruce Street; thence along the easterly line of said South Spruce Street; thence, N0°41'09"W, 20.00 feet to a point; thence, N89°19'50"E, 127.38 feet to a point; thence, N0°36'00"W, 242.85 feet to a point; thence, N89°17'11"E, 20.00 feet to a point; thence, S0°36'00"E, 242.86 feet to a point; thence, N89°19'50"E, 137.41 feet to a point; thence, N0°42'43"W, 461.00 feet to a point; thence, N0°42'43"W, 586.30 feet to said Point of Beginning and containing 2.716 acres, more or less, as set forth by the plat attached and made a part hereof.

SE1/4NW1/4
NE1/4SW1/4 Section 9, T. 33 N., R. 79 W., 6th Principal Meridian, Wyoming

Client NATRONA COUNTY SCHOOL DISTRICT No. 1 Address 970 N. GLENN ROAD
City CASPER State WYOMING Zip 82601

Lot _____ Block _____ Subdivision CITY OF CASPER
City CASPER County NATRONA State WYOMING

Line Table		
Line #	Direction	Length
L1	N63°19'21"E	40.04'
L2	S0°42'43"E	376.94'
L3	N89°16'57"E	48.71'
L4	N0°00'57"W	13.72'
L5	N89°59'03"E	20.00'
L6	S0°00'57"E	13.47'
L7	N89°16'57"E	253.28'
L8	N0°35'00"W	9.57'
L9	N89°25'00"E	6.90'
L10	N0°55'37"W	526.57'
L11	N63°18'35"E	22.21'
L12	S0°55'37"E	545.85'
L13	N89°16'57"E	325.05'
L14	S0°43'03"E	40.00'
L15	S89°16'57"W	258.81'
L16	S0°23'20"E	135.61'
L17	S89°47'13"E	5.83'
L18	S0°12'47"W	20.00'
L19	N89°47'13"W	5.62'
L20	S0°23'20"E	103.92'

Line Table		
Line #	Direction	Length
L21	S7°25'03"W	169.26'
L22	S82°34'57"E	44.36'
L23	S7°25'03"W	20.00'
L24	N82°34'57"W	44.36'
L25	S7°25'03"W	149.87'
L26	S7°11'23"W	35.31'
L27	S44°25'09"W	49.59'
L28	N7°11'23"E	74.85'
L29	N7°25'03"E	337.13'
L30	N0°25'47"W	257.33'
L31	S89°16'57"W	385.02'
L32	S0°42'43"E	443.18'
L33	S89°55'57"E	20.45'
L34	S0°04'03"W	20.00'
L35	N89°55'57"W	20.17'
L36	S0°42'43"E	146.09'
L37	S89°55'40"E	22.09'
L38	S0°04'20"W	20.00'
L39	N89°55'40"W	21.82'
L40	S0°42'43"E	179.98'

Line Table		
Line #	Direction	Length
L41	S89°17'17"W	36.00'
L42	N0°42'43"W	141.44'
L43	S89°18'50"W	137.45'
L44	S0°36'00"E	222.75'
L45	S89°32'49"W	17.17'
L46	N0°44'14"W	14.84'
L47	S89°16'42"W	2.79'
L48	N0°36'00"W	207.85'
L49	S89°18'50"W	127.35'
L50	N0°41'09"W	20.00'
L51	N89°19'50"E	127.38'
L52	N0°36'00"W	242.85'
L53	N89°17'11"E	20.00'
L54	S0°36'00"E	242.86'
L55	N89°19'50"E	137.41'
L56	N0°42'43"W	461.00'
L57	N0°42'43"W	586.30'

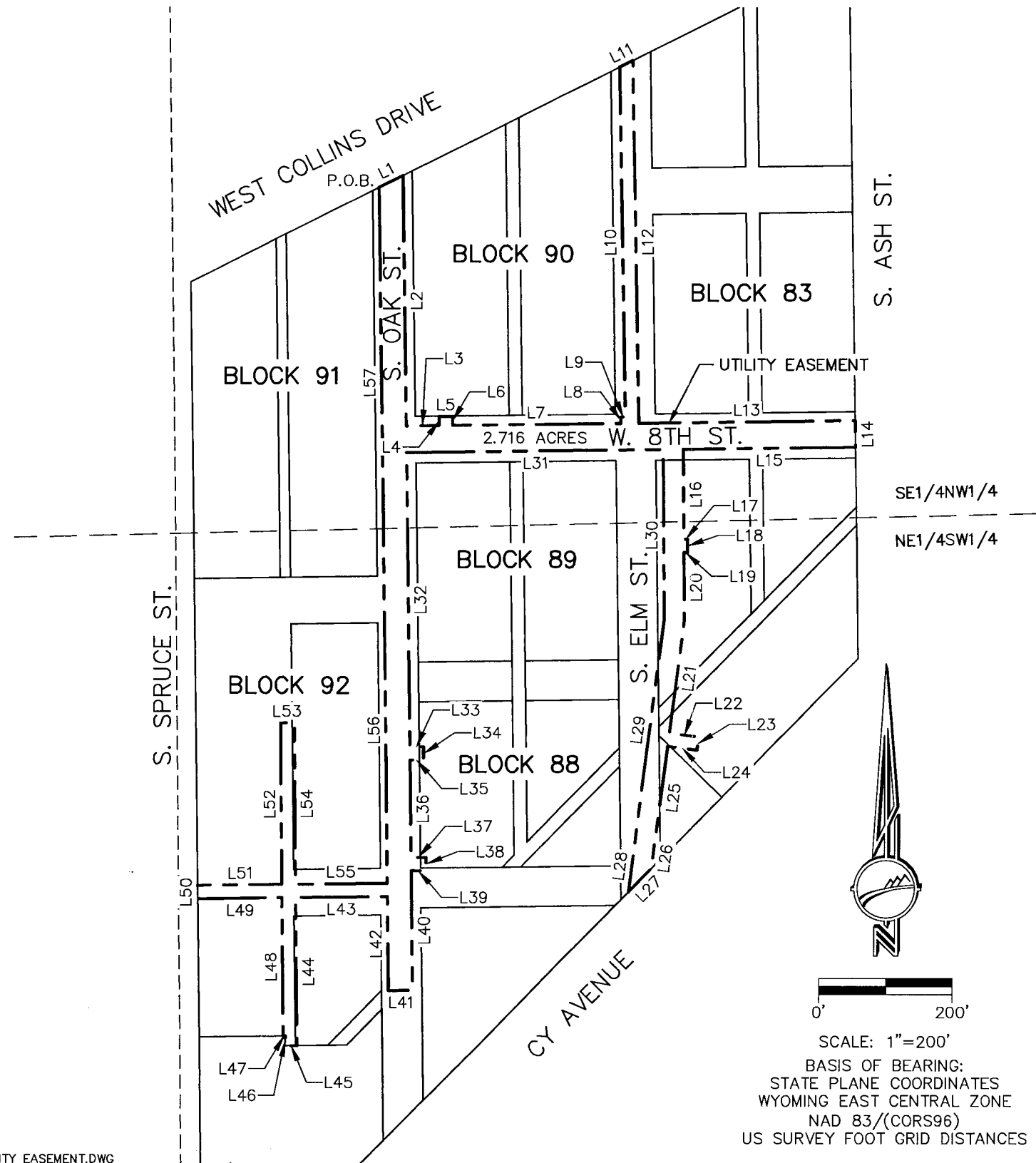
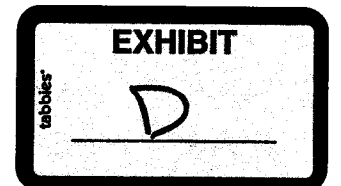


EXHIBIT "A"
SHEET 1 OF 3

Revised: 08-28-18 REV2
Date: 11-18-14
W.O. No. 14210-21
Book No. _____, Pg. _____
Drawn By: MPJ
Acad File: NCHS UTILITY EASEMENT
S:\NCHS-BASSETTI-14210\SURVEY\DRAWINGS\NCHS UTILITY EASEMENT.DWG

SCALE: 1"=200'
BASIS OF BEARING:
STATE PLANE COORDINATES
WYOMING EAST CENTRAL ZONE
NAD 83/(CORS96)
US SURVEY FOOT GRID DISTANCES



November 7, 2018

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

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

SUBJECT: Authorizing a Resolution for the Special Event Guide and Application Policy.

Meeting Type & Date
Regular Council Meeting
December 4, 2018

Action type
Resolution

Recommendation

Now therefore, that Council, by resolution, adopt the Special Event Guide and application policies and procedures along with the fees associated with these policies.

Summary

Historically, the City's permitting function has been very dispersed, with different city departments handling different aspects of a single event. This led to problems for both the customer and for City Staff. For example,

- A large event might require a series of permits and a long list of special city services, so in order to receive all of those permits and services, the customer would have to work with several different people from several different departments.
- Customers would, on occasion, receive some of the permits that they needed, but not others.
- Larger and more complicated events require more planning and Staff support; however, customers were not aware of the time frame needed.
- As an event progressed the need for other services became apparent, City Staff would then have to arrange to provide those services.

In the months leading up to the 2017 Eclipse, it was recognized that there was a need for a Special Event Guide. The vision was single policy document could be adopted to aid the customer through the requirements which would help their event be successful. The customer could then submit one application that would be all-encompassing for the services and permits needed. Additionally, deadlines and fees would be clearly laid out depending on the size of event to allow Staff the proper amount of time to prepare for the event. Every department would have access to the application materials, so no City Staff would be caught off guard by an unforeseen major event.

In late 2017, City Staff held meetings with stakeholder group of event planners to receive feedback on the event guide. At the January 9th, 2018 work session, Staff presented the Special Event Guide to City Council and was given direction to reduce the length of the guide. Staff made the revisions to the guide and sent it to the stakeholder event planners to review. On Oct 4, 2018, Staff held another meeting with

the stakeholders to review the revised guide. Those suggestions have since been incorporated into this version of the special event guide.

City Staff presented the Special Events Guide and the application to City Council at the October 23, 2018 Work Session. City staff was given direction to move forward with the resolution.

Under the proposed guidelines:

- Customers will no longer have to visit with several different departments in order to initiate the permitting process. Customers will begin with single point of contact at the city. That person will then communicate with all departments in order to ensure that every needed permit and service has been identified and arranged.
- An application fee will be set for all special events based on the size of the event. Fees for individual permits would still be charged.
- Deadlines for the submission of the application will be set, dependent on the size and complexity of the event.
- Organizers will be required to notify nearby residents and businesses who might be affected by the event.
- Organizers will be required to consider how they will provide adequate trash service, litter control, security, and bathrooms.

Financial Considerations

None

Oversight/Project Responsibility

Carla Mills-Laatsch, Licensing Specialist

Attachments

Special Event Guide and Policy
Application for Special Event
Resolution

2019



CITY OF CASPER SPECIAL EVENTS PLANNING GUIDE AND POLICY

Version 16

DRAFT

Dear Customer:

Welcome to Casper! We are excited that you have chosen Casper as your event location. This Special Event Planning Guide and Policy (Guide and Policy) provides the information, policies, process, procedures, resources, and permits for you to apply for a Special Event Authorization. This guide will help you determine which permit(s) you may require.

The City of Casper's Licensing Specialist will be your point of contact throughout the process; please feel free to contact the Licensing Specialist at any time. The success of your event relies heavily upon you providing complete, thorough, and detailed information. The following contact information is provided for your assistance as you complete the application:

- **City of Casper Website:** www.casperwy.gov
- **City of Casper Special Event Application:** www.casperwy.gov/SpecialEventPlanning
- **Licensing Specialist:**

Carla Mills-Laatsch
camills@casperwy.gov
(307) 235-7568

We look forward to working with you to ensure that your Special Event is fun, safe, and successful.

Purpose and Definitions

PURPOSE

In an effort to treat all persons and groups uniformly, the City has established regulations concerning the use of streets, sidewalks, greenways, and other public facilities and thoroughfares in the City for all organized special events with the purpose of protecting the health and public safety of citizens; limiting the inconvenience to residents, businesses, places of worship and learning, and other regular users of these facilities; establishing a straightforward and accountable process for customers; and enabling public agencies to manage these events in a cost-effective and well-coordinated way.

DEFINITIONS

➤ **Special Event**

A *special event* is generally defined as an organized activity that occurs outdoors on City property. More specifically, in order to meet the criteria of this policy, a Special Event:

- Occurs on City property, but not on property that is already under lease to another entity. “City property” includes any City owned park, trail, street, parking lot, alley, lawn, sports field, or similar outdoor place. Property is “already under lease” to another entity if that other entity has day to day control of the property.

If your event meets the criteria of an *outdoor event* that occurs on *City property*, then your event is a Special Event. If it is not a Special Event, then this Guide does not apply to you, but please be aware that some activities still might need special permits from the City of Casper.

➤ **Extra Municipal Services**

The term *Extra Municipal Service* refers to any reasonably required service above and beyond the normal services provided by the City government on a non-event day. Examples of Extra Municipal Services may include police services, traffic control, dedicated EMS presence, delivery and collection of extra trash containers, site preparation at City parks and facilities, and other such services. Since the City must pay a cost to provide these services, the Customer will be asked to pay the City for any Extra Municipal Services provided.

A Price List for Extra Municipal Services is available if extra services are requested or necessary.

➤ **Special Event Application, and Special Event Authorization**

In general, the Customer requests the right to hold an event by filling out a Special Event Application. The Special Event Application is then used to create a Special Event Authorization and any other permits which may be necessary.

The *Special Event Application* is a form that each Customer must submit in order to receive permission to hold their event, though certain very small events are exempt from this requirement.

The *Special Event Authorization* is a document that is issued to the Customer. It describes the event in general terms, it lays out restrictions and requirements in regards to the execution of the event, and it serves as evidence that the Special Event has been authorized.

➤ **ALCOHOL SERVICE PERMIT(S)- (Not applicable to all events)**

If the event will involve the possession or consumption of alcoholic beverages then the event organizer must apply for the proper permits. Please be aware that having alcohol at an event may result in additional insurance and security requirements. If your event is outdoors in any open space, or certain structures in the City you must obtain an open container permit. If there are multiple open container permits adjacent to one another then the open container permit will extend to events which are next to each other. Catering permits may be applied for by a Retail Liquor License holder only. Malt Beverage permits can be applied for by any individual or organization; rented facilities will require a lease or an agreement showing that alcoholic beverages are allowed on the premises.

Large Events or high impact events may apply for a waiver from the open container restrictions. A letter requesting the waiver must be given to the City Manager or his designee with the requested area and event.

Event Impact Classifications

The City categorizes special events into one of three classifications. Events that are large and/or complicated will be classified as “High Impact” events. Smaller or less complicated events will be classified as “moderate” or “low” impact events.

This classification affects when the application is due, because City staff will need more time to prepare for a large or complicated event, and it affects the amount of the application fee.

Important Note: During the review process, the City has the right to change the classification of your special event if it has been deemed to meet different criteria.

EVENT IMPACT CHART

How to Use This Chart: Events that match the criteria of more than one classification will be assigned to the more restrictive level (for example: if an event meets criteria of both Low Impact and Moderate Impact events, the event will be classified as having a Moderate Impact). Also, please remember that this chart is only applicable to “Special Events.” A “Special Event” is an activity that occurs *outdoors* and which occurs *on City property*.

Event Characteristics	CATEGORY
Anticipated attendance at the event will exceed 2,500 people and or event is expected to require more than \$1,000 worth of Extra Municipal Services	HIGH Impact Event Application Fee \$50
Anticipated attendance at the event exceeds 300 people and will require Extra Municipal Services or cause an impediment/closure to a Public Right of Way (i.e., street, sidewalk, trail, or similar thoroughfare) or anticipated attendance at the event exceeds 100 people and will involve the consumption, selling, or serving of alcohol	MODERATE Impact Event Application fee \$40
Anticipated attendance at the event is less than 100 people but the event will require Extra Municipal Services or cause an impediment/closure to a Public Right of Way (i.e., street, sidewalk, trail, alley, or similar thoroughfare), or anticipated attendance at the event is more than 50 people and the event will involve the serving or consumption of alcohol.	LOW Impact Event Application fee \$30
Anticipated attendance is <i>less than</i> 100 people, there will be no impediment to a Public Right of Way (i.e., street, sidewalk, trail, or similar thoroughfare), no Extra Municipal Services will be needed from the City (see page 2), and no alcohol will be consumed at the event.	Negligible Impact – No event application needed
Anticipated attendance is <i>less than</i> 50 people, there will be no impediment to a Public Right of Way (i.e., street, sidewalk, trail, or similar thoroughfare), and no Extra Municipal Services will be needed from the City (see page 2).	Negligible Impact – No event application needed

APPLICATION DEADLINES

Event applications must be submitted according to the deadlines for each specific event type as outlined below, and will be accepted no more than one (1) year prior to the date of the event. If the Licensing Specialist believes that an expedited review is possible, then the Licensing Specialist shall accept a late application provided that it is accompanied by a late fee in addition to the regular application fee. The City does not guarantee that any event will be fully reviewed if it is submitted after the deadline.

- High Impact Events

Applications for High Impact events must be received at least **35 business days** prior to the proposed date of the event.

- Moderate Impact Events

Applications for Moderate Impact events must be received at least **25 business days** prior to the proposed date of the event.

- Low Impact Events

Applications for Low Impact events must be received at least **10 business days** prior to the proposed date of the event.

<u>Schedule of Late Fees</u>	
Application Submitted 1 – 14 days late	\$25
Application Submitted 15 – 30 days late	\$75

APPLICATION, AUTHORIZATION, and PERMITTING PROCESS

An application is not considered complete until the application form and the non-refundable application fee have been received. The review process will determine whether the event is to be authorized, it will identify which associated permits will be required, and it will help to determine if any Extra Municipal Services from the City will be required (for a definition of “Extra Municipal Service,” see page 2).

As the City begins processing the application, the Licensing Specialist will contact the Customer with updates and requests to facilitate the approval process. Please be aware that the City may deny any type of event if it is deemed not to be in the best interest of the City or if the event will create an undue burden on a particular geographic area, to include abutting residents or businesses.

Following a thorough review, the Licensing Specialist, with input and recommendations from the affected City departments, will make an application ruling consisting of one of the following:

- *Approved, No Conditions.* Special Event Authorization and any corresponding Permit(s) approved and issued as requested without conditions;
- *Approved, Subject to Conditions.* Special Events Authorization and any Permit(s) approved and issued subject to certain conditions deemed reasonable and necessary;
- *Denied.* Special Event Authorization denied.

APPLICATION PROCESS OVERVIEW

➤ **Step 1: Filling out the Application**

- Customer fills out the Special Event Application, including any required permits.
- Every Special Event Application will need to be accompanied by, at a minimum:
 1. Application
 2. Recurring Events Schedule (if applicable)
 3. Application Fee (and Late Fees, if applicable)
 4. Site Plan/Route Map
 5. Public Notification Plan
 6. Restroom Plan
 7. Waste Management Plan
 8. Emergency Action Plan

➤ **Step 2: Submitting the Application**

- Customer delivers the completed application to the Licensing Specialist, along with the Application Fee.

- Licensing Specialist goes through a preliminary review of the Special Event Application for completeness and clarity. The Licensing Specialist may request revisions or additions from the Customer; if this is the case, then the revisions will be required before the processing of the application can begin.

➤ **Step 3: Reviewing the Special Event Application**

- Licensing Specialist, or designee will provide receipt of application within 5 business days of submittal.
- Licensing Specialist sends the application materials to applicable City departments for their review.
- Regarding the issuance of Permits: Officials from various City departments will review permit forms and work with Licensing Specialist to obtain more information from the customer or to request modifications to the application when necessary. Certain types of permits can be approved or denied in advance of the event, but other permits cannot be issued until the site has been inspected and/or other final arrangements have been made by the Customer. **Additionally, an event with recurring dates may require multiple permits; however, this will all be covered under one application.**
- Regarding the provision of Extra Municipal Services: Officials from the various City Departments that might need to provide Extra Municipal Services will determine the scope of the Extra Municipal Services needed. From there, these officials will determine if the Extra Municipal Services are available, and if so, what the cost would be to provide those services and will provide documentation detailing these services.

➤ **Step 4: Public Notification**

- Public Notification Plan: The Customer will develop a Public Notification Plan. The Licensing Specialist will approve a plan that addresses the needs of the public.
- Customer executes the approved Public Notification Plan. Any feedback received by the Customer will be forwarded on to the Licensing Specialist. All feedback will be compiled and reviewed by City Staff and conditions may be placed upon the Event Authorization.

➤ **Step 5: Pulling it All Together**

- Licensing Specialist compiles all prepared documentation and permits and calculates the total fee to provide all permits and Extra Municipal Services. This compiled packet of information is summarized in the Event Authorization document.
 - *Important:* The Event Authorization may include special restrictions or requirements on the event so as to limit negative impacts on area residents or businesses, or to provide for greater public safety.
- High Impact events will also require review and approval by the City Manager.

➤ **Step 6: Timing of Authorization**

- The City of Casper's goal is to promote events in Casper and to authorize all applications. However, in order to ensure permit authorization, the City may require various changes to your event.
- Therefore, authorization timeline will depend on many factors such as event size, whether more information is needed, and whether any changes will be required.

➤ **Step 7: Issuance of the Special Event Authorization**

- Customer pays the calculated fee for permits.
- Customer provides the Licensing Specialist with certificates of insurance.
- Customer signs the Event Authorization.

➤ **Step 8: After the Authorization, but Prior to the Event**

- Customer follows the payment plan in regards to Extra Municipal Services. Depending on the services needed, this might entail paying for all or a portion of the services prior to the event.

➤ **Step 9: Day of the Event**

A copy of the Special Event Authorization and all event permits are on site and will be produced for inspection upon the request of any City official.

➤ **Step 10: After the Event**

If applicable, Licensing Specialist sends invoices to the Customer for uncovered services and damages. Payments are due thirty (30) days after issuance.

APPLICATION CONDITIONS and DENIALS

An authorization may be denied, or conditions placed thereon, based upon considerations of the health, safety, and welfare of the community, and of the anticipated costs of holding such an event. Prior experience of the applicant in holding any event, or in holding the Special Event which is the subject of the application, will be considered and may impact the issuance of Special Event authorizations and/or permits.

Additionally, the City may base its denial decision on one or more of the following grounds:

- The application is not complete;
- Required forms and/or documents were not submitted;
- The application fee and/or permit fee(s) have not been paid;
- Required insurance has not been obtained;
- Goods or services will be sold at the event but the applicant has not produced any sales tax permits for itself or vendors for the event;
- The Customer cannot or will not pay the cost for any determined Extra Municipal Services;
- The application and/or its supporting forms contain a material falsehood or misrepresentation;
- It is reasonably believed that the event would cause undo harm or inconvenience to the participants, community or the surrounding neighborhood.
- The Customer and/or its organizational leaders have on prior occasions made material misrepresentations regarding the nature or scope of any event or activity previously authorized, permitted, or requested;

- The Customer and/or its organizational leaders violated the terms of a prior authorizations or permits issued to or on behalf of the applicant and/or its officers;
- The Customer is not legally competent to sign a contract or to be held responsible for its actions;
- The Customer has, on prior occasions, been required to pay for Extra Municipal Services or damages to City property and has not paid in full for such expenses or damages;
- City resources that would be necessary for the proper and safe conduct of the event are unlikely to be available at the time of the event.
- The special event use or activities intended by the Customer would conflict with previously planned events and programs which have been organized by others either through the use of City facilities or the unavailability of sufficient City resources for the proposed event;

The City reserves the right to revoke a previously issued Event Authorization if any violation of law is reasonably believed to have occurred in conjunction with this event or the preparation for said event, or if the Customer is reasonably believed to have violated any City rule or policy in regards to his or her preparation for this event, and/or if the Customer has failed to meet his or her obligations as described under the Event Authorization and/or the associated documents therewith.

FEES

- *Application Fees* and *Late Fees* (if applicable) are due upon the submission of the Event Application. This fee is non-refundable, and the application will not be reviewed until the application fee has been received. Payment of the application fee does not guarantee event approval; however, Customers will have the option to modify dates, locations, and other aspects of the event in order to win approval.
 - The Licensing Specialist will attempt to assess the Event Impact Level for each event when the application is submitted. The Event Impact Level is used to calculate the application fee, and it will be used to determine whether the Event Application was submitted on time. If the application was submitted late (see page 10), then appropriate late fees will apply. Like Application Fees, late fees must be paid before the Application will be processed.

Event Type	Application Fee
❖ High Impact Event	❖ \$50
❖ Moderate Impact Event	❖ \$40
❖ Low Impact Event	❖ \$30

- It can be the case that a new classification will be assigned during application review, and this reclassification might affect the fees that would be due from the Customer.
- Payment of *Permit Fees* is due after the event application has been reviewed. The Event Authorization will not be issued until all Permit Fees have been paid.

- Payment for *Extra Municipal Services* is due upon invoice. The Customer shall be liable for and shall pay to the City the actual cost of all Extra Municipal Services provided by the City. Typical Extra Municipal Services include contracted police officers, dedicated EMT staffing, delivery and collection of trash containers, site preparation at City parks and facilities, and other such services.
- *Determining the Types, Amounts, and Costs of Extra Municipal Services*
 Prior to any approval of a Special Event Authorization, the City Departments potentially affected by the proposed Special Event shall review the application and report their respective findings to the Customer and to the Licensing Specialist. These findings may indicate that Extra Municipal Services are needed.

 If Extra Municipal Services are needed, officials from the impacted City Department will communicate this fact to the Customer, along with a cost estimate for the Extra Municipal Services to be provided. This communication will occur before the Event Authorization is issued.
- Refund Policy
 There is no reimbursement or refund of application fees or late fees except and unless the reimbursement would be due to a reclassification of the event from one Impact Level to another. Fees may be transferable toward future event applications and permits if the event is cancelled due to inclement weather or other emergency situations, at the discretion of the City Clerk.

PUBLIC NOTIFICATION PLAN

In an effort to improve communications and to keep citizens, businesses, and other establishments fully informed of all events that will potentially impact their area, the City requires all Customers to notify the affected public about their upcoming event. Notification requirements are done at the expense of the Customer. The Customer will need to submit a Public Notification Plan along with their application.

- Identifying Affected Parties

Customers must notify all reasonably affected community members, including residents, businesses, schools, and places of worship about the event, associated road closures, and other impacts. Additionally, any establishment that will be blocked, detoured, or heavily inconvenienced must be notified. Neighborhood Partnerships and Homeowner Associations must also be notified, when applicable. Reasonably affected means if any disruption to a normal commute, accessibility to homes and businesses as well as loud noises must be notified of the closure.

- Notification Timeline

The following table outlines the number of calendar days in advance of the event that public notification must be made. Please note that the dates on this chart are the dates upon which the notification has been *completed* (i.e., the dates by which all notifications have been received by all affected parties):

Event Type	Notification Deadline
High Impact	30 Days
Moderate Impact	15 Days
Low Impact	5 Days

The Customer and the Licensing Specialist will keep records of any concerns or objections received about the event. The Customer will share any objections with the Licensing Specialist. Any concerns received will be reviewed, and they will be taken as a factor in the review of the application.

An event authorization will not be issued until the notification has occurred and objections, if any, have been reviewed.

➤ Notification Components

Information to include on all notifications is listed below:

1. Name of Event
2. Name of sponsoring organization (if applicable)
3. Date(s) of event, and for each day, the time it will begin and the time it will end
4. Description of associated road closures (if applicable) the times that these road closures will be in effect
5. Description of the event and the noise impacts of the event, such as music or fireworks, and their timeframe
6. Name and contact information of Customer (including phone number and email address)
7. Website associated with event (if applicable)

➤ Approved Notification Methods

A Public Notification Plan will typically include a mix of the following public notification methods:

▪ Option 1: Mailed Postcards.

Customers may mail standardized postcards to the affected community members. The goal of the postcard requirement is to build a notification pattern that is consistent, highly visible, and recognizable to the public.

▪ Option 2: Individual Communication.

The Customer may individually contact affected community members in person, over the phone, or via email. If this notification method is used, then a log of these interactions must be kept, and upon completion of this activity, the log must be submitted to the Licensing Specialist.

▪ Option 3: Apartment or Business Complex Notification.

The Customer may coordinate with property managers to alert all tenants of a large complex via the preferred communication method of the complex. Proof of this alternate form of notification must be submitted to the Licensing Specialist.

The Customer may utilize a combination of the above methods for notification, or may submit a suggested alternative method. For reoccurring events please provide a notification plan that takes its recurring nature into account.

The City of Casper encourages Customers to use additional notification means such as social and broadcast media, local calendars, and press releases as a way to supplement any notification already called for in the events guide.

INSURANCE REQUIREMENTS and INDEMNIFICATION

In order to receive an Event Authorization for an event that will occur on City property and **100 or people will attend**, the Customer will need to provide the City with a certificate of insurance, and the certificate will need to list the City of Casper as an additionally insured party. The required elements of the insurance policy will vary depending on the activities that your event will entail.

➤ Comprehensive General Liability - (Required for all events)

The Customer will need to provide Insurance Services Office Form CG 00 01 covering comprehensive general liability (CGL) on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$250,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

This CGL policy must specifically include the City of Casper as an additionally insured party. It is common for organizations such as non-profit and for-profit corporations to carry a comprehensive general liability insurance policy for that organization’s general activities, and it might be the case that events are already covered by that policy. If this is the case, then the Customer may want to contact their insurance provider to arrange for the issuance of a certificate of insurance that specifically lists the City of Casper as an additionally insured party.

Please use this as the wording on the certificate of insurance: *City of Casper, its employee, agents, officers, officials, and volunteers as additional insureds.*

➤ Indemnification – (Required for all events)

As a condition of Event Authorization, the Customer will need to indemnify the City of Casper, including its officers, officials, employees, agents, and contractors. An indemnification clause will be included in the Event Authorization.

➤ Third Party Insurance for High Risk Activities - (Not applicable to all events)

Certain kinds of safety sensitive activities will need to be specifically covered by the insurance policy. These activities are commonly excluded from standard CGL policies. Safety sensitive activities include, but are not limited to activities such as:

- Inflatables (such as bouncy houses)
- Amusement houses (such as fun houses or haunted houses)
- Carnival-style rides

- Fireworks and pyrotechnics
- Bonfires and open flames

If the event will feature this sort of activity, then the Customer will be required to provide the City with a certificate of insurance that specifically includes coverage for that activity. The City of Casper reserves the right to require additional insurance for events based on the specific activities that will occur as a part of that event.

Coverage of this sort should be on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. The certificate of insurance may be held by the Customer or by the vendor that is specifically managing this portion of the event, but in either case, the certificate must include the City of Casper as an additionally insured party.

➤ Liquor Liability - (Not applicable to all events)

If the responsible organization will be supplying alcoholic beverages, then the general liability insurance must specifically include host liquor liability coverage. If the responsible organization is using a caterer or other vendor to supply alcohol, then that vendor must have liquor liability coverage in addition to the Customer’s host liquor liability coverage. If the responsible party intends to *sell* alcohol, then either the responsible party or the vendor providing the alcohol for sale must have a valid liquor sales license, and the vendor’s liquor liability coverage will need to specifically include coverage for the sale of alcohol. The limits for each of these coverages shall be no less than \$1,000,000.

➤ Automobile Liability - (Not applicable to all events)

If the event will involve motorized transportation (such as shuttle bussing, or valet parking) then the Customer will need to have automotive insurance. If the vehicles are owned by the host organization, then the Customer will need to provide Insurance Services Office Form Number CA 0001 covering Code 1 (any auto). If the vehicles are not owned by the host organization, then the Customer will need to provide Insurance Services Office Form Number CA 0001 covering Code 8 (hired) and Code 9 (non-owned). All auto coverage must have a limit of no less than \$1,000,000 per accident for bodily injury and property damage, and all auto coverage will need to list the City of Casper as an additionally insured party.

In Closing...

Again, thank you for choosing Casper to hold your event. Please contact the Licensing Specialist throughout the process with any questions you may have. We look forward to helping you conduct a safe, successful, and fun event!



City of Casper Special Event Application
Attn: Carla Mills-Laatsch
200 North David Street Room 104
Casper, WY 82601
307-235-7568
Email: camills@casperwy.gov

Event Name

Date or Dates (for reoccurring events please include all dates)

Park/Facility/Area

Specific Rental Area Requested

Type of Event

Hours Requested

Set up time

Event Time

Clean up time

**CLEAN UP MUST BE COMPLETED TO
RECEIVE FULL REFUND OF DEPOSIT*

of attendees

Crowd Activity (stay or come/go)

Applicant Name

Phone

Address

Email address

Organization Name

Address

Phone

Applicant's position within organization

On-Site Supervisor (During Event)

Name

Phone (mobile)

Event Activities

Describe the activities/event you are planning (attach additional sheets if needed)

*A detailed site map is required at the time of application – Site plan guidelines are attached to this application –

Proposed areas/equipment for entertainment or activities (including rentable shelters, tables, or athletic courts/fields?)

Facility Equipment

Are you bringing any of your own equipment for activities? Yes ____ No ____

If yes, please explain: _____

Will these require stakes, tie downs? Yes ____ No ____

Any staking/tie down system must be approved to avoid possible damage to utility & irrigation systems.

Will you be utilizing any tents/canopies? Yes ____ Setup Time: _____ No ____

If yes, please explain: _____
Tents over 400 square feet and canopies over 400 square feet require a permit from the Fire Department

What are your electrical needs? _____
Electrical availability varies among park sites.

Will a stage be used? Yes ____ No ____

(If yes, the location must be noted on the site plan)

What type of sound system will you be utilizing? _____

Alcohol

Will your event have alcohol? Yes ____ No ____

If yes, you will need one of the following permits (catering or malt beverage)

Catering Permit (Retail Liquor License Holders only):

Name of License Holder _____ *Event:* _____

Event Date: _____

Event Address: _____

Outside event: _____ Yes ____ No ____

If yes, please fill out "open container portion of this application"

Street Closure: _____ Yes ____ No ____

Signature of RETAIL Liquor License Holder: _____

Malt Beverage Permit (any individual or organization):

Applicant Name: _____ *Address:* _____

Phone Number: _____ *Official Sponsor of the Event:* _____

Charitable/Non-profit or for profit: _____

Location of Event (please include address): _____

Lease or own Space: _____

***If you LEASE – please attach lease or letter stating you are allowed to serve alcoholic beverages on the premise.*

Date of the Event _____

Licensed distributor malt beverage will be purchased from: _____

Wyoming Sales tax ID number: _____

Open Container Permit (Outside events only):

Name of Applicant: _____ *Physical Address:* _____

Event address/landmark/streets: _____

Phone Number: _____ *Email address:* _____

Event date: _____ *Event Times:* _____

Are you going to check identifications and issue wristbands to verify persons are 21 years of age and older? Yes _____ No _____
 Identification check and wristbands to verify all persons consuming alcohol are 21 years of age and older is required within the open container permit boundary.

The Event must abide by all noise regulations; do you understand the City of Casper Noise ordinance? Yes _____ No _____

Do you have adequate signage?

The boundaries of the open container must be clearly marked with signage stating that any alcoholic beverages taken outside of the licensed area will be open container violations of the Casper Municipal Code.
 Please describe the open container area:

Are you requesting a minimum of two contract police officers (this will result in extra cost to the organizer)? Yes _____ No _____
 Large or open to the public day events with open containers on public property may require a minimum of four contract police officers.

Is your event at night? (This may require a minimum of four contract police officers)* Yes _____ No _____
 Due to increased risk, large or open to the public night events on public property with open containers may require a minimum of four contract police officers.

Has the sole responsible person or organization taken out permits, signage & contract police officers? Yes _____ No _____
 The person or organization requesting the open container permit is solely responsible for the cost of the malt beverage or catering permit, the contract police officers, the signage costs and all other compliance costs with this policy.

Have you read and agree to comply with the above policy of the open container permit? Yes _____ No _____
 Failure to abide by this policy will result in the revocation of the open container permit and malt beverage or catering permit. The open container permit can be revoked at any time on the discretion of the Chief of Police or his or her designee if the event poses a risk to the public safety or welfare. Upon revocation, all sales of liquor must end and no open containers will be allowed. Any past revocations or violations will be considered in the issuance of any permits in the future.

The City Manager and/or the Chief of Police may require additional arrangements or precautions including additional contract police officers at his or her sole discretion.


**Events held at night may incur extraordinary costs that are the event organizers responsibility.*

Restrooms

If your event is in an area where restrooms are not available or your event may overwhelm available restroom facilities, organizer maybe required to provide portable restrooms at their own expense. I

Please note that number of restrooms needed is determined by the number of participants and type of event.
 Standard units _____ Handicap Accessible units _____

Please indicate what company you have contracted with: _____

LENGTH OF EVENT (IN HOURS)											
		1	2	3	4	5	6	7	8	9	10
NUMBER OF ATTENDEES	50	1	1	1	1	2	2	2	2	2	2
	100	2	2	2	2	3	3	3	3	3	4
	250	2	2	3	3	3	4	4	6	6	8
	500	3	4	5	5	5	6	6	7	7	8
	1000	5	7	8	8	9	9	10	10	12	12
	2000	8	13	15	17	18	19	19	19	20	20
	3000	12	19	23	25	28	28	28	30	30	30
	4000	16	24	30	34	36	38	38	38	38	38
	5000	19	32	38	42	44	46	46	48	48	48
	6000	23	38	46	50	54	57	57	60	60	60
	7000	28	42	54	60	63	66	66	66	66	66
8000	32	48	60	66	72	72	75	78	78	78	
10000	38	60	75	84	88	92	96	96	96	100	

Waste Management plan

Any event will need to submit a plan for garbage clean up. Please include how you will handle garbage pickup during your event and

clean up after your event.

The event organizer will need to make sure that cans are emptied once every four hours or as often as needed. Trash bags will not be provided by the City of Casper.

Please indicate what company you have contracted with: _____

Parking & Traffic

Will your activities access or cross any roadway or trail at any time? Yes ____ No ____
If yes, please attach a map of your proposed route and an explanation.

Street Closure/Parade Permits

Location of Street Closure/Parade/Run: _____ Date of Event: _____
Start time (include set up time): _____ End time: _____
Contact person: _____ Address: _____ Phone: _____
Will alcohol be involved? Yes _____ No _____
If yes, have you applied for open container permit? _____
If applicable has the Downtown Development Authority been notified? Yes _____ No _____
Have all residents affected by the street closure been notified? Yes _____ No _____
What is the anticipated attendance of your event? _____
Is this event open to the public? Yes _____ No _____
_____ If yes, and on City of Casper property, General Liability Insurance will have to be secured.
Have you provided for emergency services? _____
Will you be requesting law enforcement presence or escort (this may incur additional costs to the organizer)? Yes _____ No _____
Have you arranged for private security? _____ Please provide contact information: _____

Amusement/Carnival

Will your event include amusement rides? Yes ____ No ____
If yes, an inspection with City of Casper Fire, Building and Code Enforcement will need to be scheduled. The owner of the property on which the event takes place shall ensure that all permits are obtained and operators/owners of the equipment have passed inspection before allowing that equipment to be operated on their property. Please see Municipal Code 15.28.440 for requirements.

Loud Sound Restrictions

It is against City Ordinance to have loud music/noise beyond 10:00 P.M. If your event goes beyond this you will need to submit a letter of request with this application.

Public Notification Plan

Certain events will have an impact on nearby homes and businesses. This includes loud music, street closures and parking restrictions. The Event Organizer will need to notify everyone affected well in advance of your event. Please refer to policy guide for more information.

Vendors – Merchandise

Will you be having any type of merchandise being sold? Yes ____ No ____
If yes, vendors may have to secure a permit for this event.

Please list all merchandise vendors:

Vendors – Food

Are you using food vendors or caterers? Yes ____ No ____
*Please note – it is the responsibility of the event organizer to make sure all food vendors are licensed through the City of Casper and Natrona County Health Department.

Please list all food vendors:

Emergency Action Plan (may use separate piece of paper)

Security

High Impact and Medium Impact events are required to include a security plan with their event application. This will be the event organizer's responsibility.

Please explain your security plan:

Cancellation policies

In the event of cancellation, how will participants and the City of Casper be notified?

Questions/Comments:

STOP!

Before you turn in your application, make sure you have ALL files in order otherwise we may return your application without approval.

Please attach to the application:

- ___ Completed Application
- ___ Application Fee
- ___ Complete Site Plan
- ___ Restroom Plan
- ___ Waste management plan
- ___ Emergency Response Plan

Applicant's acknowledgments:

The undersigned applicant(s), both personally and on behalf of the organization or members, in consideration of being issued a license for long term or multiple use of a City park, facility, or street agree and understand as follows:

The applicant and its agents, members, participants, and invitee shall indemnify, defend and hold harmless City, its officers and agents, and employees from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from this application, that results in any claim for damage whatsoever, including without limitation, any bodily injury, sickness, disease, death, or any injury to or destruction of tangible or intangible property, including any loss of use resulting therefrom that is caused in whole or in part by the intentional or negligent act or omission of the applicant, owner, or anyone for whose acts any of them may be liable. This indemnification shall not include damages or injuries to the City, its officers, agents, and employees caused solely by the negligence of the City, its officers, agents and employees. This provision shall survive termination of the license.

The applicant and its agents, members, participants and invitee shall fully comply with this application, as well as all applicable statutes, municipal ordinances, rules and regulations. Failure to fully comply as set forth therein may result in immediate termination of the license.

The applicant shall maintain public liability insurance for the duration of the permit with a minimum combined single limit of \$1,000,000 aggregate for any one occurrence, naming the City of Casper as an additional insured. The applicant shall file a certificate of insurance with the Licensing Specialist at the time of making application showing this policy issued by an insurance company authorized to do business in the State of Wyoming.

No alcohol is permitted on park property, subject to exceptions by City ordinance.

_____ **INITIAL** I acknowledge that I have the authority to sign on behalf of the organization

_____ **INITIAL** I have submitted this application with the Special Event application fee (Non-refundable).

_____ **INITIAL** I understand that this application must be reviewed by multiple staff department's prior to approval for use of city facilities. I also understand that insurance is required for use of city property.

_____ **INITIAL** I understand that a certificate of liability insurance naming the City of Casper as an additionally insured, must be submitted At least 2 (two) weeks before event date.

_____ **INITIAL** I understand that for our event, a detailed map must be submitted at the time the application is made. If there are route /site plan changes, the updated map must be submitted no later than four (4) weeks prior to the beginning date of use.

_____ **INITIAL** I understand that additional costs for shelter rentals or other lost revenue sources may be applicable for a "special use" of the park facility, and must be paid when the Special Use Permit is submitted.

_____ **INITIAL** I understand and have read the noise ordinance and understand that events cannot go beyond 10:00 P.M. without prior approval from the City Manager or his designee.

_____ **INITIAL** I have read all of the above information and initialed each bullet item indicating that I fully understand what is required at the time of application for this application to be processed and approved. This application shall not be determined as an immediate authorization for use of park property or facility. Authorization is given only when all necessary information is provided and reviews are completed and approval is granted. At that time the applicants will be notified upon approval or denial of this application.

APPLICANT PRINTED NAME: _____

SIGNATURE: _____ DATE: _____

OFFICE USE ONLY: Date Received: _____ Fee's Paid: _____

RESOLUTION NO. 18-259

A RESOLUTION AUTHORIZING THE SPECIAL EVENT GUIDE POLICY AND APPLICATION AND FEES FOR SPECIAL EVENTS.

WHEREAS, large events put a burden on City Staff, services, infrastructure, and affect the public health, safety,

WHEREAS, a large event might require multiple permits and city services;
and,

WHEREAS, larger and more complicated events require more planning and staff support; and,

WHEREAS, a single document should be adopted to guide the customer through the requirements which would help their event be successful while protecting the public health and welfare; and,

WHEREAS, one application would be submitted that would be all-encompassing for the services and permits needed; and, deadlines and fees would be clearly laid out depending on the size of event.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: that the Special Event Guide, application and fees are hereby adopted, effective immediately.

Special Event Fees, and late fees

Low impact event	\$30
Medium impact event	\$40
High impact event	\$50

Late Fees

Application submitted 1-14 days late	\$25
Application submitted 15-30 days late	\$75

PASSED, APPROVED, AND ADOPTED on this _____ day of _____,
2018.

APPROVED AS TO FORM:





ATTEST:

Fleur D. Tremel
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Ray Pacheco
Mayor

November 9, 2018

MEMO TO: J. Carter Napier, City Manager 
FROM: Liz Becher, Community Development Director 
SUBJECT: Resolution Authorizing a New Lease Agreement with Union Telephone Company.

Meeting Type & Date:

Regular Council Meeting, December 4, 2018.

Action Type:

Resolution.

Recommendation:

That Council, by resolution, authorize a new lease agreement between the City of Casper and Union Telephone Company, dba Union Wireless, for an existing wireless communication tower located on the Municipal Golf Course property.

Summary:

The City and RT Communications, Inc. entered into a site lease in September of 1998 to allow the placement of a wireless communication tower on the Municipal Golf Course property. Subsequently, RT Communications assigned the lease to Union Wireless. The existing lease expired in September of this year, and Union Wireless has requested that the existing tower be allowed to remain. The previous Lease Agreement allowed for a month-to-month extension, which staff permitted because negotiations for a new lease were in process. The previous lease provided the City with \$600 per month of income, and the new lease provides the City with \$3,000 of income per month, with a 2.9% yearly escalation. The actual area involved in the lease is a fifty foot by fifty foot (50' x 50') parcel, totaling approximately 2,500 square feet. The term of the lease is for an initial five (5) years, with the possibility of five (5) additional five-year renewal terms. The tenant has the right, per the agreement, to sublease to other telecommunications providers; however, the right to sublease only allows for additional providers and equipment on the tower itself, and the City retains the right to negotiate with the sub-lessee for additional ground space for equipment and enclosures, which should result in additional revenue for the City.

Financial Considerations:

The proposed lease agreement will generate a minimum of \$36,000 per year, with a 2.9% yearly escalator. The tower is being designed to accommodate multiple cellular carriers, and the City will realize additional revenue when those co-locations occur in the future.

Oversight/Project Responsibility:

The Finance Division, Planning Division, and the City Attorney's office all share the administration responsibilities with regard to property leases.

Attachments:

Resolution

Vicinity Map

Memorandum of Site Lease

Site Lease

Municipal Golf Course - Existing Cell Tower



NOT TO SCALE

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Union Telephone Company, d/b/a Union Wireless
850 North Highway 414
PO Box 160
Mountain View, Wyoming 82939
Re: Casper H20

(Space above this line for recorder's use)

MEMORANDUM OF SITE LEASE

This MEMORANDUM OF SITE LEASE is made this ____ day of _____, 201__, between the City of Casper, hereinafter referred to as "LANDLORD," and Union Telephone Company, d/b/a Union Wireless, with its principal office located at 850 North Highway 414, PO Box 160, Mountain View, Wyoming 82939, hereinafter referred to as "TENANT." LANDLORD and TENANT are at times collectively referred to hereinafter as the "Parties" or individually as a "Party."

1. LANDLORD and TENANT entered into a Site Lease (the "Lease") on _____, 20__ for an initial term of five (5) years, commencing on September 15, 2018. The TENANT shall have the right to extend the Lease for five additional, five-year terms.

2. LANDLORD leased to TENANT approximately 2,500 square feet of ground space (the "Ground Space") located at 2120 Allendale Boulevard, Casper, Wyoming, the underlying real property of which is legally described in Exhibit "A" attached hereto and made a part hereof (hereinafter referred to as the "Property"), for the installation, operation and maintenance of communications equipment; together with the non-exclusive right of ingress and egress from a public right-of-way, seven (7) days a week, twenty-four (24) hours a day, over the Property and to and from the Premises (as hereinafter defined) for the purpose of installation, operation and maintenance of TENANT's communications facility (the "Access Easement"); together with non-exclusive easement for utilities (the "Utility Easement") as depicted in Exhibit "B" attached hereto and made a part hereof. The Ground Space, Access Easement, and Utility Easement(s) are hereinafter collectively referred to as the "Premises" and are as shown on Exhibit "B". In the event there are not sufficient electric and telephone utility sources located on the Property, LANDLORD agrees to grant TENANT or the local utility provider the right to install such utilities on, over and/or under the Property necessary for TENANT to operate its communications facility, provided the location of such utilities shall be as reasonably designated by LANDLORD.

3. The Commencement Date of the Lease, of which this is a Memorandum, is September 15, 2018.

4. The terms, covenants and provisions of the Lease, the terms of which are hereby incorporated by reference into this Memorandum, shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of LANDLORD and TENANT.

Signatures on following page

IN WITNESS WHEREOF, LANDLORD and TENANT have caused this Memorandum to be duly executed on the date first written hereinabove.

LANDLORD:

The City of Casper

By: _____

Name: Ray Pacheco

Title: Mayor

Date: _____

TENANT:

Union Telephone Company
d/b/a Union Wireless

By: _____

Name: _____

Title: _____

Date: _____

STATE OF WYOMING)
)
COUNTY OF _____)

ACKNOWLEDGEMENT

I, _____, a Notary Public for said County and State, do hereby certify that _____ personally came before me this day and acknowledged that s/he is the _____ of the City of Casper, and s/he, being authorized to do so, executed the foregoing **MEMORANDUM OF SITE LEASE** as his/her own act and deed on behalf of the City of Casper.

WITNESS my hand and official Notarial Seal, this ___ day of _____, 201___.

Notary Public

My Commission Expires:

STATE OF _____)
)
COUNTY OF _____)

ACKNOWLEDGEMENT

I, _____, a Notary Public for said County and State, do hereby certify that _____ personally came before me this day and acknowledged that s/he is the _____ of Union Telephone Company, d/b/a Union Wireless, and s/he, being authorized to do so, executed the foregoing **MEMORANDUM OF SITE LEASE** as his/her own act and deed on behalf of Union Telephone Company, d/b/a Union Wireless.

WITNESS my hand and official Notarial Seal, this ___ day of _____, 201___.

Notary Public

My Commission Expires:

EXHIBIT A

Legal Description of the Property

EXHIBIT B

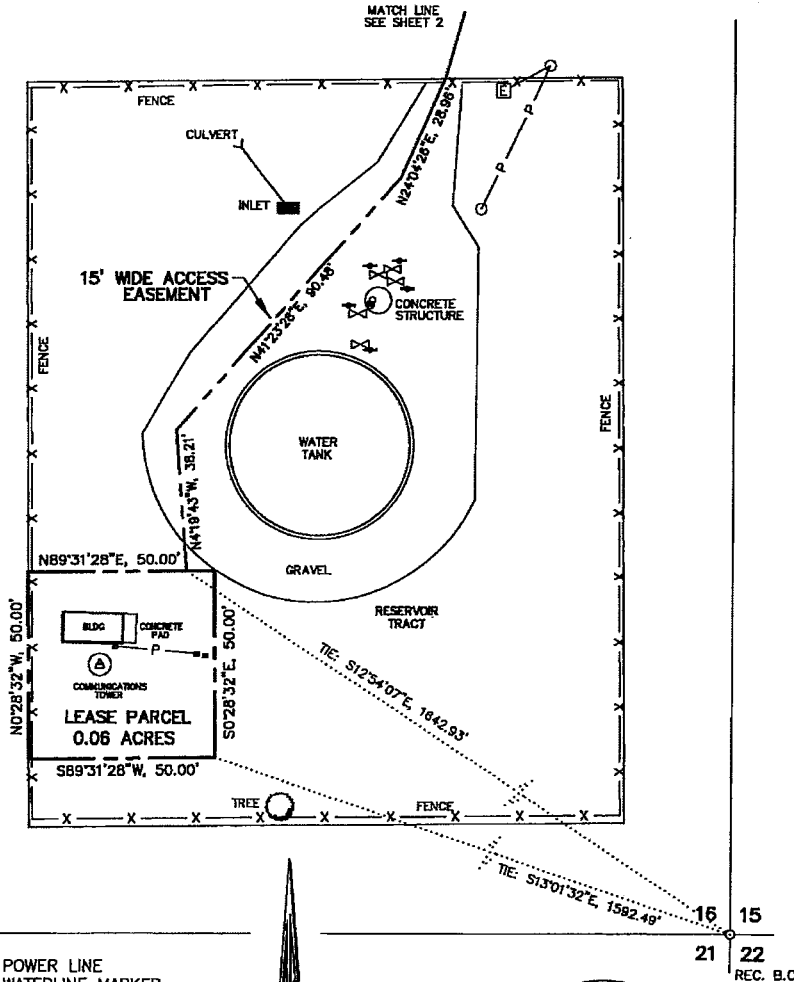
EXHIBIT A

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

Client UNION TELEPHONE Address P.O. BOX 160
 City MOUNTAIN VIEW State WYOMING Zip 82939

PROPERTY LOCATION PLAT

NE1/4SE1/4 Section 16, T. 33 N., R. 79 W., 6th Principal Meridian, Wyoming
 Lot _____ Block _____ Subdivision _____
 City CASPER County NATRONA State WYOMING



—P— POWER LINE
 —●— WATERLINE MARKER
 [E] ELECTRIC PANEL
 [M] ELECTRIC METER
 [V] WATER VALVE
 BASIS OF BEARING
 GEODETIC BASED ON GPS
 Date: 10/25/18
 W.O. No. 16638
 Drawn By: SJG
 Acad File: UNION TELEPHONE 16638



SCALE 1"=30'



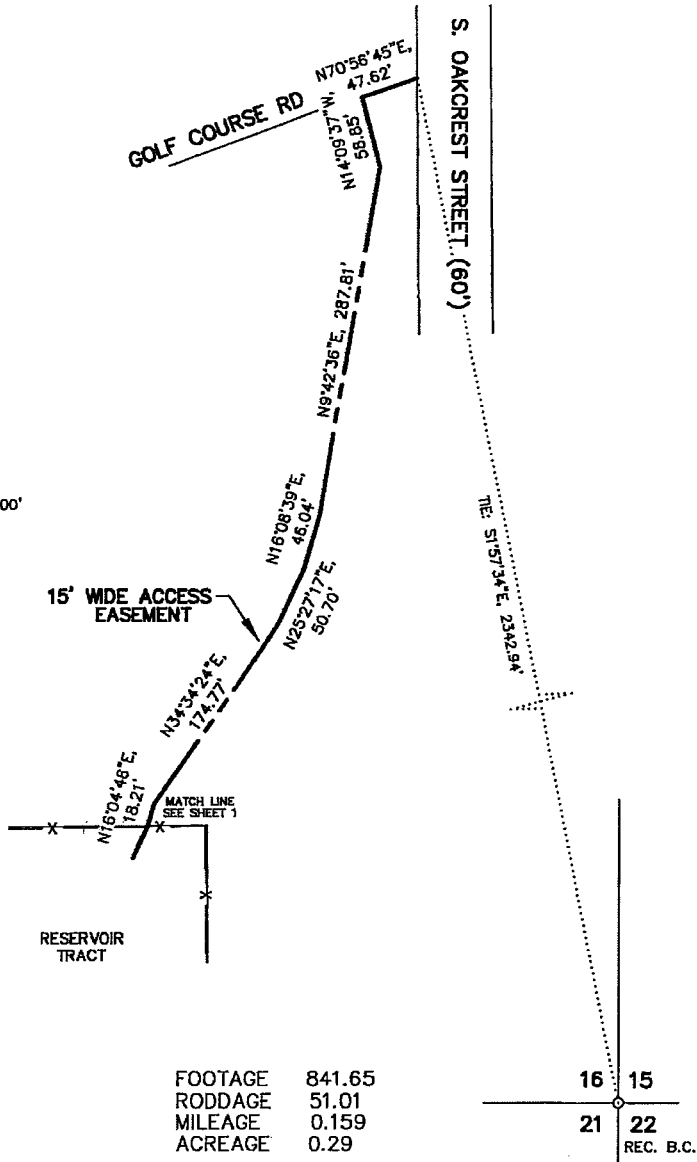
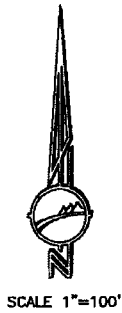
SHEET 1 OF 2

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

Client UNION TELEPHONE Address P.O. BOX 160
 City MOUNTAIN VIEW State WYOMING Zip 82939

PROPERTY LOCATION PLAT

NE1/4SE1/4 Section 16, T. 33 N., R. 79 W., 6th Principal Meridian, Wyoming
 Lot _____ Block _____ Subdivision _____
 City CASPER County NATRONA State WYOMING



FOOTAGE	841.65
RODDAGE	51.01
MILEAGE	0.159
ACREAGE	0.29

Date: 10/25/18
 W.O. No. 16638
 Drawn By: SJG
 Acad File: UNION TELEPHONE 16638

SHEET 2 OF 2



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

October 25, 2018

Union Telephone Company
P.O. Box 160
Mountain View, WY 82939

W.O. No.: 16638

Description: (Casper Reservoir Tract Lease Parcel)

A Parcel located in and being a portion of the NE1/4SE1/4, Section 16, Township 33 North, Range 79 West of the Sixth Principal Meridian, Natrona County, Wyoming and being more particularly described by metes and bounds as follows:




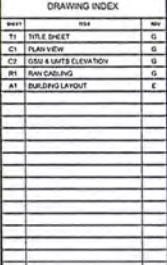
Beginning at the southeasterly corner of the Parcel being described and a point in said NE1/4SE1/4, Section 16, and from which point the southeast corner of said Section 16 bears, S.13°01'32"E., 1592.49 feet; thence along the southerly line of said Parcel, S.89°31'28"W., 50.00 feet to the southwesterly corner of said Parcel; thence along the westerly line of said Parcel, N.0°28'32"W., 50.00 feet to the northwesterly corner of said Parcel; thence along the northerly line of said Parcel, N.89°31'28"E., 50.00 feet to the northeasterly corner of said Parcel; thence along the easterly line of said Parcel, S.0°28'32"E., 50.00 feet to the Point of Beginning and containing 0.06 acres, more or less, as set forth by the plat attached.

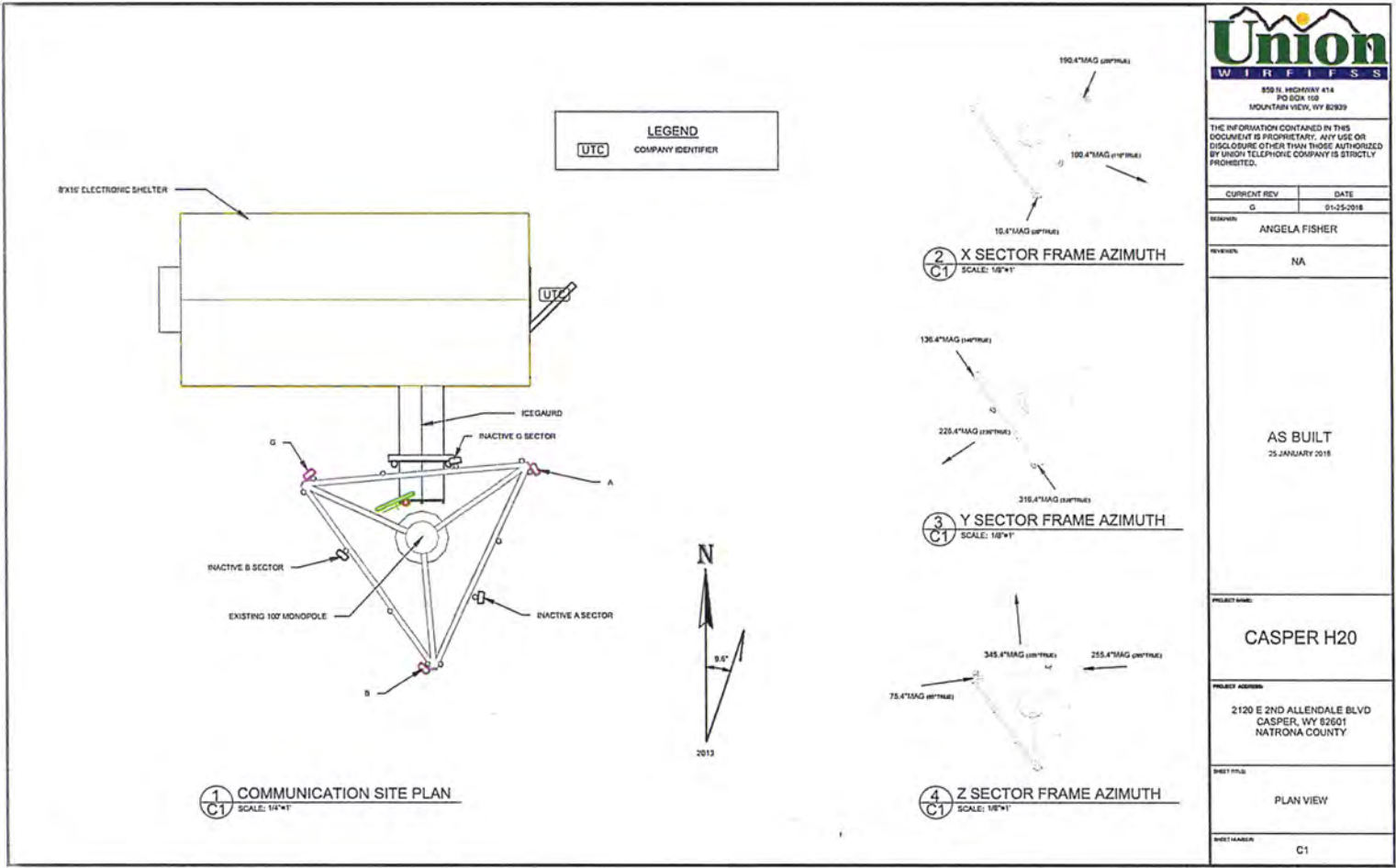
CHEYENNE RAWLINS
DEDICATED TO CLIENTS. DEFINED BY EXCELLENCE.

Survey and Site Plan

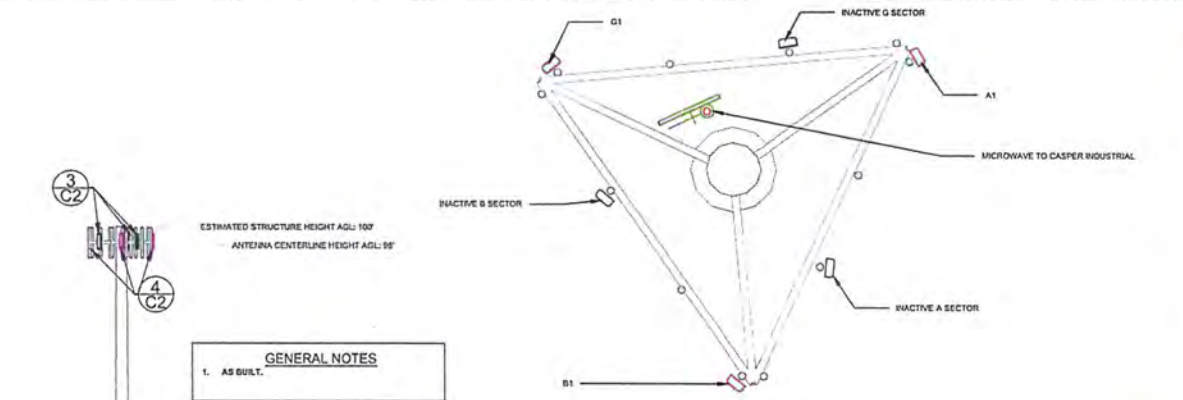
EXHIBIT B

The legal description of the Premises being Leased by Tenant and the location of the Premises within the Property (together with access and utilities) are more particularly described and depicted on the Survey and Site Plan as follows:

PROJECT INDEX URS CORP UNION TELEPHONE COMPANY 801 N HODDWAY #14 PO BOX 180 MOUNTAIN VIEW, WY 82901 WY REGISTRATION CONTACT: RYAN EDWARDS PHONE: (307) 764-4331 EMAIL: ryed@unionwireless.com PROJECT MANAGER CONTACT: ANGELA FISHER PHONE: (307) 764-4315 EMAIL: afisher@unionwireless.com PROJECT ENGINEER CONTACT: JUSTIN HARRIS PHONE: (307) 764-2654 EMAIL: jharris@unionwireless.com		 CASPER H20 COMMUNICATION SITE 2120 ALLENDALE BLVD CASPER, NATRONA COUNTY, WYOMING 82601 100' MONOPOLE 2G RETIREMENT - NO TOWER WORK - AS BUILT		 855 N HODDWAY #14 PO BOX 180 MOUNTAIN VIEW, WY 82901 THE INFORMATION CONTAINED IN THIS DOCUMENT IS PROPRIETARY. ANY USE OR DISCLOSURE OTHER THAN THOSE AUTHORIZED BY UNION TELEPHONE COMPANY IS STRICTLY PROHIBITED. CURRENT REV: 0 DATE: 01-25-2018 DRAWN BY: ANGELA FISHER REVIEWED BY: N/A			
PLANS NOT VERIFIED BY A LICENSED SURVEYOR PROPERTY OWNER: CITY OF CASPER CASPER, WYOMING PHONE: (307) 235-4213		SITE DESCRIPTION		VICINITY MAP		DRIVING DIRECTIONS	
POWER SOURCE: ROCKY MOUNTAIN POWER CASPER, WY		1 LOCATION: NE 1/4 OF SECTION 16 T26N10R10E10W 2 COORDINATE POINTS: 42° 47' 20.000"N 100° 07' 16.000"W 3 SUBSTATION: 5400' AWOL 4 USE: NA - 8.43 5 RELATED NOTES: 1. AS BUILT.				TRAVELING WEST ON I-25 TAKE RIGHT AT BEVERLY EXIT. AT THE STOP SIGN TAKE A LEFT ONTO BEVERLY (SOUTH). TRAVELING APPROX. 2 MILES. TAKE A RIGHT (WEST) ONTO E. 23RD STREET. KEEP GOING UNTIL YOU GET TO ALLENDALE BLVD. ON THE LEFT SIDE OF THE ROAD YOU WILL SEE A WATER TOWER. GO THROUGH THE GATE AND UP TO THE CELL SITE.	
SITE CONNECTED TO LANDMO NETWORK VIA MICROPHONE.		DRAWING INDEX				Leasing Drawings 25 JANUARY 2018	
DRAWING INDEX SHEET NO. TITLE REV. REV. T1 TITLE SHEET 0 C1 PLAN VIEW 0 C2 850' & 1000' ELEVATION 0 W1 MAIN CONDUIT 0 A1 BUILDING LAYOUT 0		PROJECT MANAGER: ANGELA FISHER		PROJECT NUMBER: 2120 E 2ND ALLENDALE BLVD CASPER, WY 82601 NATRONA COUNTY		SHEET TITLE: TITLE SHEET	
PROJECT ENGINEER: ANGELA FISHER		DATE: 25 JANUARY 2018		PROJECT ENGINEER: JUSTIN HARRIS		SHEET NUMBER: T1	

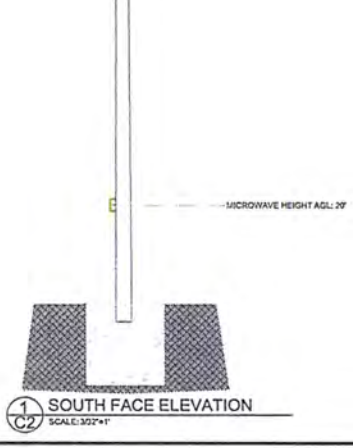


859 E. HIGHWAY 414 PO BOX 108 MOUNTAIN VIEW, WY 82939	
THE INFORMATION CONTAINED IN THIS DOCUMENT IS PROPRIETARY. ANY USE OR DISCLOSURE OTHER THAN THOSE AUTHORIZED BY UNION TELEPHONE COMPANY IS STRICTLY PROHIBITED.	
CURRENT REV	DATE
G	01-25-2018
DESIGNER	ANGELA FISHER
REVISION	NA
AS BUILT 25 JANUARY 2018	
PROJECT NAME: CASPER H20	
PROJECT ADDRESS: 2120 E 2ND ALLENDALE BLVD CASPER, WY 82601 NATRONA COUNTY	
SHEET TITLE: PLAN VIEW	
SHEET NUMBER: C1	



GENERAL NOTES
1. AS BUILT.

2 ANTENNA DETAILS
SCALE: 3/16"=1'



1 SOUTH FACE ELEVATION
SCALE: 3/32"=1'

3 INACTIVE DETAILS		4 UMTS DETAILS	
INACTIVE A SECTOR	ANTENNA MANUFACTURER & MODEL:	(1x) KATHREIN 742 211	(1x) KATHREIN 742 211
	AZIMUTH:	85° MAG (90° TRUE)	49° MAG (90° TRUE)
	HEIGHT ABOVE CONCRETE LEVEL:	98'	98'
	DOWNFILT:	0" MECH, 8" ELEC	0" MECH, 9" ELEC
INACTIVE B SECTOR	ANTENNA MANUFACTURER & MODEL:	(1x) KATHREIN 742 211	(1x) KATHREIN 742 211
	AZIMUTH:	209° MAG (225° TRUE)	209° MAG (225° TRUE)
	HEIGHT ABOVE CONCRETE LEVEL:	98'	98'
	DOWNFILT:	0" MECH, 8" ELEC	0" MECH, 6" ELEC
INACTIVE G SECTOR	ANTENNA MANUFACTURER & MODEL:	(1x) KATHREIN 742 211	(1x) KATHREIN 742 211
	AZIMUTH:	340° MAG (315° TRUE)	309° MAG (285° TRUE)
	HEIGHT ABOVE CONCRETE LEVEL:	98'	98'
	DOWNFILT:	0" MECH, 10" ELEC	0" MECH, 9" ELEC
MW TO CASPER INDUSTRIAL	ANTENNA MANUFACTURER & MODEL:	MA-WA55-30B	
	AZIMUTH:	325.1° MAG (315° TRUE)	
	HEIGHT ABOVE CONCRETE LEVEL:	20'	
	POLARIZATION:	HORIZONTAL	
TECHNOLOGY/FREQUENCY/SHARED:		UNLICENSED MICROWAVE	
WAVEGUIDE SPECIFICATIONS:		(1x) LDF4-50A	
A1 SECTOR	ANTENNA MANUFACTURER & MODEL:	(1x) KATHREIN 742 211	(1x) KATHREIN 742 211
	AZIMUTH:	49° MAG (90° TRUE)	49° MAG (90° TRUE)
	HEIGHT ABOVE CONCRETE LEVEL:	98'	98'
	DOWNFILT:	0" MECH, 9" ELEC	0" MECH, 9" ELEC
B1 SECTOR	ANTENNA MANUFACTURER & MODEL:	(1x) KATHREIN 742 211	(1x) KATHREIN 742 211
	AZIMUTH:	209° MAG (225° TRUE)	209° MAG (225° TRUE)
	HEIGHT ABOVE CONCRETE LEVEL:	98'	98'
	DOWNFILT:	0" MECH, 8" ELEC	0" MECH, 6" ELEC
G1 SECTOR	ANTENNA MANUFACTURER & MODEL:	(1x) KATHREIN 742 211	(1x) KATHREIN 742 211
	AZIMUTH:	340° MAG (315° TRUE)	309° MAG (285° TRUE)
	HEIGHT ABOVE CONCRETE LEVEL:	98'	98'
	DOWNFILT:	0" MECH, 10" ELEC	0" MECH, 9" ELEC
TECHNOLOGY/FREQUENCY/SHARED:		UMTS / PCS HSPA+ / NOT SHARED	
WAVEGUIDE SPECIFICATIONS:		(2x) AVA5-50 7/8" COAX	

850 N. HIGHWAY 414
PO BOX 100
MOUNTAIN VIEW, WY 82939

THE INFORMATION CONTAINED IN THIS DOCUMENT IS PROPRIETARY. ANY USE OR DISCLOSURE OTHER THAN THOSE AUTHORIZED BY UNION TELEPHONE COMPANY IS STRICTLY PROHIBITED.

CURRENT REV	DATE
G	01-25-2018

DESIGNER: ANGELA FISHER

REVISION: NA

AS BUILT
25 JANUARY 2018

PROJECT NAME:
CASPER H20

PROJECT ADDRESS:
2120 E 2ND ALLENDALE BLVD
CASPER, WY 82601
NATRONA COUNTY

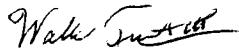
SHEET TITLE:
ANTENNA ELEVATION

SHEET NUMBER:
C2

APPROVAL AS TO FORM

I have reviewed the attached *Memorandum of Site Lease between the City of Casper and Union Telephone Company, d/b/a Union Wireless*, and approve it as to form on behalf of the City of Casper, Wyoming.

Dated: 11/1 _____, 2018.



Wallace Trembath III
Deputy City Attorney

SITE LEASE

THIS SITE LEASE (this "Lease") is entered into by and between the City of Casper, Wyoming, a Wyoming municipal corporation with an address at 200 North David Street, Casper, Wyoming 82601 ("Landlord") as lessor, and Union Telephone Company, d/b/a as Union Wireless, with its principal office located at 850 North Highway 414, PO Box 160, Mountain View, Wyoming 82939 (telephone number 307-782-6131) ("Tenant") as lessee. Landlord and Tenant are at times collectively referred to as "Parties" or individually as a "Party".

1. Lease Area.

(a) Landlord hereby leases to Tenant a portion of the following described property, to-wit: As more particularly described in Exhibit A, which is attached hereto and hereby made a part of this Lease.

(b) The portion of the real property leased to Tenant includes a fifty foot by fifty foot (50' x 50') portion of the Property for the placement of the Antenna Facilities and Tower (as defined below), together with easements for access and utilities as set forth in Section 7(i) below, according to the survey and legal description set forth in Exhibit B attached hereto (collectively referred to hereinafter as the "Premises"). The Premises comprise approximately two thousand five hundred (2,500) square feet, exclusive of easements.

(c) The location of the Antenna Facilities and Tower on the real property has the following coordinates; Latitude: N42° 49'30.14" and Longitude: W106° 19' 6.82" and it is more particularly described and/or depicted on Exhibits B and C, all of which are attached hereto and hereby made a part of this Lease.

(d) For the Lessor's title, see the deed recorded with the Natrona County Clerk's Office (Real Estate Department) as Instrument number 45850.

2. Term. The initial term of this Lease shall be five (5) years commencing on September 15, 2018, (the "Commencement Date"), and terminating at midnight on the last day of the initial term (the "Initial Term"). The word "Term" refers to both the Initial Term and Renewal Term (as defined below).

3. Permitted Use. The Premises may be used by Tenant for the transmission and reception of radio communication signals and for the construction, installation, operation, maintenance and repair of related support facilities (such as tower and base, antennas, microwave dishes, equipment shelters and/or cabinets) but only for the provision of what is commonly known as cellular telephone service (whether or not technically referred to as Personal Communications Service, or some other term) by the use of "personal wireless service facilities" (as such phrase is defined in §704 of the Federal Telecommunications Act of 1996, Pub. L. No. 104-104, 110 Stat. 56 (1996), partially codified at 47 U.S.C. § 332(c)(7)(C)(2), hereinafter "1996 Act Section 704") and not for any other purpose. Tenant shall, at its expense, comply with all present and future federal, state, and local laws, ordinances, rules and regulations (including, but not limited to, laws and ordinances relating to health, safety, radio frequency emissions, and radiation) in connection with the use of (and operations, maintenance, construction and/or installations at) the Premises.

4. Rent. Tenant shall pay Landlord, as rent, Thirty Six Thousand and 00/100 Dollars (\$36,000) for the first year of the Initial Term of this Lease, and starting on the first annual anniversary of the Commencement Date, and each annual anniversary thereafter the rent shall be increased by 2.9% per year (collectively "Rent") as further detailed in the attached Exhibit D. All payments made shall reference the site number, site name and location code specified in the footer on page 1 of this Lease Agreement. Any Rent not paid within 10 days of the due date, after written notice from Landlord that the Rent is late, shall be assessed a 10% late fee and shall bear interest at 2% per month or (if less) at the highest rate allowed by law. If this Lease is terminated at a time other than on the last day before the anniversary date, then except as provided below Rent shall be prorated as of the date of termination for any reason (other than a default by Tenant) and all prepaid Rent shall be refunded to Tenant within sixty (60) days of termination.

5. Renewal. Tenant shall have the right to extend this Lease for five additional, five-year terms (a "Renewal Term"). The Renewal Term shall be on the same terms and conditions as set forth herein, with Rent continuing to increase and compound by 2.9% per year as detailed in the attached Exhibit D. This Lease shall automatically renew for the Renewal Term unless Tenant notifies Landlord, in writing, of Tenant's intention not to renew this Lease, at least sixty (60) days before the expiration of the Initial Term or any Renewal Term. Any holding over by Tenant after the expiration of the Initial Term and any Renewal Term, with the consent of the Landlord, shall be construed to be a tenancy from month to month on the terms and on the conditions set forth herein, except that the Rent under Section 4 and/or Section 5 shall be at twice the amount set forth therein, prorated and paid monthly in advance. However, holding over shall not affect Landlord's right to terminate this Agreement as otherwise provided herein.

6. Interference, Testing and Reservation.

(a) Tenant shall not use the Premises in any way which interferes with the use of any portion of the Property by Landlord, or by any lessees or licensees of Landlord with rights in any portion of the Property before Tenant's recording of the Lease for the Premises. In the event any after-installed Tenant equipment causes such interference, and after Landlord has notified Tenant in writing of such interference, Tenant will take all reasonable steps necessary to correct and eliminate the interference, including, but not limited to, at Tenant's option, powering down such equipment and later powering up such equipment for intermittent testing. Landlord shall not be entitled to terminate this Lease or relocate the equipment as long as Tenant is making a good faith effort to remedy the interference issue. If Tenant cannot remedy the interference issue within 90 days' notice, Landlord shall have the right to terminate this Lease or require the Tenant to relocate the equipment at Tenant's sole cost and expense. Landlord agrees that Landlord and/or any other tenants of the Property who currently have or in the future take possession of the Property will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to the then existing equipment of Tenant. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

(b) Both Landlord and Tenant shall be allowed to conduct radio frequency emission and interference studies from time to time to determine whether Tenant's use of the Antenna Facilities (as defined below) will interfere with Landlord's or Landlord's lessee's or licensee's current or proposed use of the Premises or Property. In the event that such a study indicates that Tenant's use will potentially interfere with Landlord's or its lessee's or licensee's current or proposed use of the Premises or Property, Tenant shall have ninety (90) days to remedy the interference to Landlord's satisfaction. If the problem is not so remedied in ninety (90) days, then Landlord may require Tenant, at Tenant's full expense, to relocate Tenant's Antenna Facilities so as to remove or minimize the interference, to the extent Landlord deems necessary. Landlord shall permit Tenant to place a temporary Antenna Facility (Cell on Wheels or similar installation) on Landlord's Property or at some other location acceptable to Tenant and Landlord, during relocation of Premises.

(c) Landlord may, at its expense, perform tests as necessary to determine compliance of the Antenna Facilities and equipment located on the Premises with Federal radio frequency exposure limit rules, currently set forth at 47 C.F.R. Section 1.1310, or subsequent Federal rules as from time to time in effect.

(d) Tenant shall conduct an initial test for compliance with Federal radio frequency exposure limit rules before placing Tenant's equipment (or that of any sub-lessees of Tenant) on the Premises into commercial operation, and Tenant shall perform additional tests upon any significant change in the equipment on the Premises, such as subleases to third parties for them to install communications equipment on the Premises. All such testing shall be performed by a qualified radio engineer, and a copy of the test results shall be provided to all Parties. If such tests show noncompliance with applicable radio frequency exposure limit rules then in effect, then all communications equipment on the Premises shall be shut down (except for work necessary to bring it into compliance) until subsequent tests again show compliance with such rules.

(e) Landlord does not grant, and reserves for itself, its lessees, successors and assigns, (i) all mineral rights, seismic rights and rights to oil, gas, other hydrocarbons or minerals on, as to, under or about any portion of the Premises; (ii) rights to generate electricity from the wind or wind power on, as to or about any portion of the Premises; and (iii) the right to grant to others the rights hereby reserved.

7. Tenant Improvements; Utilities; Access.

(a) Tenant Improvements. Tenant shall have the right, at its expense, to erect and maintain on the Premises improvements, personal property and facilities necessary to operate its communications system, including, without limitation, radio transmitting and receiving antennas, microwave dishes, tower and base, equipment shelters and/or cabinets and related cables and utility lines and a location based system, including, without limitation, antenna(s), coaxial cable, base units and other associated equipment (collectively, the "Antenna Facilities" or "Tower" where reference is made to the communications tower specifically) as set forth on and in accordance and compliance with both Exhibit B and Exhibit C. Exhibit B shall contain a survey and legal description of the Premises (including easements); a site plan which includes all buildings, structures, Tower, any guy wires, ice bridge, equipment cabinets, utility boxes, fences, any

generators or provision for temporary generators, any fuel tanks or provision for temporary fuel tanks, any backup battery cabinets, parking and fences; elevation drawings for the Tower, ice bridge and equipment cabinets; fence detail; and specifications for all exterior colors, paint, other finishes and landscaping. Tenant shall provide Landlord with current photos of the Premises and/or Property, and such photos shall be attached as Exhibit C to this Lease.

(b) Plans and Specifications. Tenant represents that its Antenna Facility and Tower currently exist within the Premises ("Existing Improvements"). Before commencing any additional construction, Tenant shall submit plans and specifications for all additional improvements to Landlord for Landlord's written approval. Construction plans shall be reviewed, and if found to be compliant with the International Building Code, Casper Municipal Code, all other applicable health and safety codes, and sound engineering practices, shall be approved by the City Manager or his designee. No improvement, construction, installation or alteration shall be commenced until plans for such work have been approved by the Landlord and all necessary permits have been properly issued.

(c) Antennas. Tenant shall have the right to alter, replace, enhance or upgrade the Antenna Facilities at any time during the Term of this Lease to the extent that such changes do not substantially differ from Exhibit B and Exhibit C. Any changes from Exhibit B and/or Exhibit C shall require Landlord's written approval.

(d) No Liens. Tenant shall cause all construction to occur lien-free and in compliance with all applicable laws and ordinances. If any lien is filed against the Premises or Property as a result of acts or omissions of Tenant or Tenant's employees, agents or contractors, Tenant shall discharge the lien or bond the lien off in a manner reasonably satisfactory to Landlord within thirty (30) days after Tenant receives written notice that the lien has been filed.

(e) Non-interference. Landlord acknowledges that except for Tenant's non-compliance with this Lease it shall not interfere with Tenant's construction within the Premises or Easements (as such term is defined below), including, without limitation, attempting to direct construction personnel as to the location of or method of installation of the Antenna Facilities and Easements.

(f) Fencing. Tenant, at its expense, shall use any and all appropriate means of restricting access to the Antenna Facilities, including the construction of a permanent fence as set forth on Exhibit B and/or Exhibit C, and if necessary, a temporary fence during construction.

(g) Upkeep, Repair and Removal. Tenant shall, at Tenant's expense, keep and maintain the Antenna Facilities now or hereafter located on the Property in commercially reasonable condition and repair during the Term of this Lease, normal wear and tear and casualty excepted. Upon the termination or expiration of this Lease, Tenant, at its expense, shall restore and return the Premises to Landlord in the same condition as they were before this Lease. Tenant shall remove all footings, foundations and concrete. If Landlord, in writing, requests that Tenant not remove all or a portion of the improvements, title to the affected improvements shall thereupon transfer to Landlord, and thereafter the improvements shall be the sole and entire property of Landlord, and Tenant shall be relieved of its duty to otherwise remove same. Any personal property, equipment or other improvements which are not removed before the termination of this

Lease shall become the property of Landlord, at Landlord's option. Notwithstanding any other provision of this Lease, Tenant's obligation to pay Rent hereunder shall continue until Tenant has complied with this subsection (g).

(h) Utilities. Tenant shall have the right to install utility lines serving the Premises, at Tenant's expense, and to improve the present utilities on the Property, all at Tenant's expense. Tenant shall use commercially reasonable efforts to install utilities on existing easements. If installation on existing easements is not possible, Landlord agrees to cooperate with Tenant in executing additional easements or agreements, as required by the applicable utility company, which are necessary to protect Tenant's rights under this Lease or Tenant's Use of the Premises; provided, however, all costs and expenses for the same shall be paid for solely by the Tenant. Additionally, Tenant shall install separate meters for utilities on the Property used by Tenant. Tenant shall pay when due all charges for utilities serving the Premises during the Term of the Lease.

(i) Easements. As partial consideration for Rent paid under this Lease, Landlord hereby grants Tenant an easement in, under and across the Property for ingress, egress, utilities and access (including access for the purposes described in Section 1 to the Premises adequate to install and maintain utilities, which include, but are not limited to, the installation of power and telephone service cable, and to access and service the Premises and the Antenna Facilities at all times during the Initial Term of this Lease and any Renewal Term (collectively, the "Easements"). The Easements and their legal description are shown on Exhibit B attached hereto. The Easements are non-exclusive, and Landlord retains for itself, its lessees, successors and assigns, the right fully to use and enjoy said Easements and any roads or roadways located thereon. The Easements shall have the same Term as this Lease.

(j) Access. Tenant shall have 24-hours-a-day, 7-days-a-week access to the Premises ("Access") at all times during the Initial Term of this Lease and any Renewal Term. However, Landlord is not obligated to plow snow or to provide repairs or other maintenance to the access of the Premises to any greater degree than the Landlord maintains access for itself. In addition, it shall be the responsibility of the Tenant to procure any additional access rights that are required from surrounding property owners (if any). Landlord and its agents shall have the right to enter the Premises to examine and inspect the Tower, equipment and structures and the Premises; however, Landlord, its employees or agents, shall not impede or deny Access to Tenant, its employees or agents. In the event that Landlord must limit or prohibit access, or otherwise require the shutting down of Tenant's services, Landlord shall permit Tenant to place a temporary Antenna Facility (Cell on Wheels or similar installation) on Landlord's Property or at some other location acceptable to Tenant, at Landlord's costs.

(k) Contractor Information. Before Tenant commences construction on the Property, Tenant shall provide Landlord with the name of the contractor that will be constructing the improvements. The contractor is subject to the prior written approval of Landlord.

(l) Surety. Tenant shall, before commencing any construction on the Premises, post a performance bond in form and with a surety company acceptable to Landlord, assuring that the improvements will be constructed without the attachment of any construction liens, which bond

shall expire after the completion of the lien filing period. Tenant shall, following completion of construction, post a removal bond (or, at Tenant's option, a letter of credit) from a surety or bank reasonably acceptable to Landlord, and in an amount deemed necessary to assure that the funds will be available at the termination of the Lease for removal of the Antenna Facilities.

(m) Signs and Graffiti. Tenant may not place or allow the placement of any signs or graffiti on the Premises, except for those required for emergency notification and identification, or as required by law or rule. After thirty (30) days' notice to remove, Landlord at any time may enter the Premises and undertake any activities necessary to abate or remove graffiti located therein. Tenant shall reimburse Landlord all costs incurred by Landlord in connection with such abatement or removal within thirty (30) days of Landlord's presenting Tenant with a statement of such costs.

(n) Working Condition and Nuisance. Tenant shall, at its own expense, maintain the Premises and all improvements, equipment and other personal property on the Premises in good working order, condition and repair. Tenant shall keep the Premises free of debris and anything of a dangerous, noxious or offensive nature or which would create a hazard or source of undue vibration, heat, noise or interference.

(o) Relocation. Notwithstanding any provision in this Lease to the contrary, Landlord shall have the right, at any time (and from time to time) during the Term of this Lease, to relocate the Tower and Antenna Facilities, or any portion of them, at Tenant's expense, to another location suitable for Tenant's use. Tenant shall be given at least 180 days' written notice of such relocation and shall fully cooperate in such relocation. Landlord shall permit Tenant to place a temporary Antenna Facility (Cell on Wheels or similar installation) on Landlord's Property or at some other location acceptable to Tenant, at Tenant's expense until such relocation is complete. There shall be a fifty percent (50%) reduction in the then-current Rent until the relocation of the Tower and Antenna Facilities is complete. Any additional relocation of Tenant's Tower and Antenna Facilities (beyond the first relocation) shall be at Landlord's expense.

(p) Generators. Tenant shall be allowed to place a permanent generator on the Premises. Tenant shall be allowed to place a battery powered backup power supply on the Premises.

7A. Collocation by Other Providers.

(a) Tenant may, at its option, design and construct the Tower to accommodate, with adequate separation between them, the transmitting and receiving antennas for what is commonly known as cellular telephone service (whether or not technically referred to as Personal Communications Service, or some other term) of at least two other telecommunications providers licensed to provide such service to the public.

(b) The Premises may only be used by one entity (Tenant) except as set forth in subsections (c) and (d) below.

(c) Tenant may sublease space on the Tower to other providers of licensed or unlicensed telecommunications services ("Other Providers"), but without a signed amendment to

this lease, such subleases shall only be for the antenna (transmitting antennas, receiving antennas and microwave dish) portion of the Antenna Facilities of such Other Providers, and only for uses permitted under Section 3 or for the provision of what is commonly known as cellular telephone service (whether or not technically referred to as Personal Communications Service, or some other term). All other portions of the Antenna Facilities of such Other Providers shall not be located on the Premises, and instead, Landlord may lease additional ground space adjacent to the Premises to such Other Providers for same.

(d) Each Other Provider shall be solely responsible both for the cost of placing its antennas on the Premises and for any liabilities that arise from the Other Provider's use of the Premises.

(e) This Lease does not restrict or prevent Landlord from leasing other portions of the Property to Other Providers, such as for their towers, antennas or communications facilities.

8. Termination. Except as otherwise provided herein, this Lease may be terminated, without any penalty or further liability as follows:

(a) upon thirty (30) days' written notice by Landlord to Tenant (and, if applicable, pursuant to Section 15(b)), if Tenant fails to cure a default for payment of amounts due under this Lease within that thirty (30) day period;

(b) immediately, if within the first 60 days following the Commencement Date, Tenant notifies Landlord of unacceptable results of any title report, environmental or soil tests before Tenant's installation of the Antenna Facilities on the Premises;

(c) at the time title, or the right to control or to occupy the Premises transfers to a condemning authority, pursuant to a taking of all or a portion of the Premises sufficient to render the Premises unsuitable for Tenant's use. Landlord and Tenant shall each be entitled to pursue their own separate awards with respect to such taking. Sale of all or part of the Premises to a purchaser with the power of eminent domain in the face of the exercise of the power shall be treated as a taking by condemnation;

(d) upon thirty (30) days' written notice by Landlord to Tenant (and, if applicable, pursuant to Section 15(b)) if this Lease and/or Tenant's operations thereunder impair, increase the cost of or prevent financing (such as the issuance of bonds or revenue bonds, including bonds whose income is generally exempt from Federal income tax under the U.S. Internal Revenue Code), by Landlord or any municipal utility of which the Property is a part;

(e) upon thirty (30) days written notice by Tenant in the event that, through no fault of Tenant: (i) any applications for certificates, permits and other approvals ("Governmental Approvals") should be finally rejected; (ii) any Governmental Approvals issued to Tenant are canceled, expire, lapse or are otherwise withdrawn or terminated; or (iii) Tenant reasonably determines that such Governmental Approvals may not be obtained in a timely manner.

9. Default and Right to Cure.

(a) Notwithstanding anything contained herein to the contrary and without waiving any other rights granted to it at law or in equity, each Party shall have the right, but not the obligation, to terminate this Lease on written notice pursuant to Section 12 hereof (and, if applicable, pursuant to Section 15(b)), to take effect immediately, if the other Party (i) fails to perform any material covenant for a period of thirty (30) days after receipt of written notice thereof to cure or (ii) commits a material breach of this Lease and fails to diligently pursue such cure to its completion after sixty (60) days' written notice to the defaulting Party.

(b) Tenant shall be in default if it (i) fails to make any payment of Rent or other sums to Landlord when due, and does not cure such default within thirty (30) days after receipt of written notice from Landlord of such failure; (ii) abandons or vacates the Premises; (iii) is adjudicated as bankrupt or makes any assignment for the benefit of creditors; or (iv) if Tenant becomes insolvent.

(c) In the event of a default, Landlord shall have the right, at its option, in addition to and not exclusive of any other remedy Landlord may have by operation of law, without any further demand or notice, to re-enter the Premises and eject all persons therefrom, and either:

(1) Declare this Lease at an end, in which event Tenant shall immediately remove the Tower (and proceed as set forth in Section 8) and pay Landlord a sum of money equal to the total of (i) the amount of the unpaid Rent accrued through the date of termination; (ii) the amount by which the unpaid Rent reserved for the balance of the Term exceeds the amount of such rental loss to Landlord that could be avoided (net of the costs of such reletting); and (iii) any other amount necessary to compensate Landlord for all detriment caused by Tenant's failure to perform its obligations under the Lease, or

(2) Without terminating this Lease, relet the Premises, or any part thereof, for the account of Tenant upon such terms and conditions as Landlord may deem advisable, and any monies received from such reletting shall be applied first to the reasonable expenses of such reletting and collection, including attorneys' fees, any real estate commissions paid, and thereafter toward payment of all sums due or to become due Landlord hereunder, and if a sufficient sum shall not be thus realized to pay such sums and other charges, Tenant shall pay Landlord any deficiency monthly, notwithstanding that Landlord may have received rental payments in excess of the rental stipulated in this Lease in previous or subsequent months, and Landlord may bring an action therefor as such monthly deficiency shall arise.

(d) No re-entry and taking of possession of the Premises by Landlord shall be construed as an election on Landlord's part to terminate this Lease, regardless of the extent of renovations and alterations by Landlord, unless a written notice of such intention is given to Tenant by Landlord. Notwithstanding any reletting without termination, Landlord may, at any time thereafter, elect to terminate this Lease for such previous breach.

(e) If suit shall be brought by Landlord for recovery of possession of the Premises, removal of Tenant's equipment, for the recovery of any Rent or any other amount due under the provisions of this Lease, or because of the breach of any other covenant, the Tenant shall pay to the Landlord all reasonable expenses incurred therefore, including attorney fees.

(f) In the event of any default of this Lease by Tenant, the Landlord may at any time, after notice given as set forth in subsection (a) above, cure the default for the account of and at the expense of the Tenant. If Landlord is compelled to pay or elects to pay any sum of money or to do any act which will require the payment of any sum of money or is compelled to incur any expense, including attorney fees in instituting, prosecuting or defending any action to enforce the Landlord's rights under this Lease, the reasonable sums so paid by Landlord, with all interest, costs and damages shall be deemed to be Rent otherwise due and shall be added to the Rent and shall be due from the Tenant to Landlord on the first day of the month following the incurring of the respective expenses.

10. Taxes.

Tenant shall pay any personal property tax, real property tax, franchise fee, franchise tax, business fee, business tax or any other tax or fee which is directly or indirectly attributable to the leasehold estate, presence or installation of the Tenant's Antenna Facilities or those of an Other Provider, or Tenant's (or an Other Provider's) presence or operations on the Premises. Landlord hereby grants to Tenant the right (with written notice to Landlord complying with Section 12 below) to challenge, whether in a court, administrative proceeding, or other venue, on behalf of Landlord and/or Tenant, any personal property tax, real property tax or other fee or assessment that may affect Tenant.

11. Insurance, Subrogation and Indemnification.

(a) Before the commencement of any presence or activity by the Tenant on the Premises, and throughout the Lease term and any subsequent renewals thereof, Tenant shall provide commercial general liability insurance in the amount of One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage and Five Million Dollars (\$5,000,000) general aggregate; pollution liability with a limit of One Million Dollars (\$1,000,000) per occurrence and Five Million Dollars (\$5,000,000) general aggregate "All Risk" property insurance for its property replacements costs; and Workers' Compensation Insurance in compliance with the statutory requirements of the state of operation and employer's liability with a limit of One Million and (\$1,000,000) each accident/disease/policy limit; and Automobile liability insurance covering all owned, hired, and non-owned vehicles in use by Tenant and its employees in the amount of Two Million Dollars (\$2,000,000) combined single limit each accident for bodily injury and property damage. Landlord, its officers, elected officials, Council, boards, commissions, trustees, employees, and volunteers shall be included as an additional insured as their interest may appear under this Agreement on the commercial general liability, pollution liability insurance and automobile liability policies, and shall be provided with a Certificate of Insurance and blanket additional insured endorsements evidencing such coverage as requested by Landlord at the Effective Date of this Lease and subsequently. Upon receipt of notice from its insurer(s), Tenant will provide Landlord with thirty (30) days' prior written notice of cancellation or material modification of such policy. In furtherance of this provision, Tenant shall obtain and keep in force insurance funding the indemnity and defense requirements of this Section 11 within the stated limits.

(b) Tenant shall provide at the start of and during the period of any construction,

builder's all-risk insurance, together with an installation floater or equivalent property coverage covering cables, materials, machinery and supplies of any nature whatsoever which are to be used in or incidental to the installation of the Tower. Upon completion of the installation of the Tower, Tenant shall substitute for the foregoing insurance policies of fire, extended coverage and vandalism and malicious mischief insurance on the Premises. The amount of insurance at all times shall be representative of the insurable values installed or constructed.

(c) Tenant shall require that each and every one of its contractors and their subcontractors who perform work on the Premises to carry, in full force and effect substantially the same insurance with substantially the same limits as required of Tenant.

(d) The commercial general liability and pollution liability insurance and automobile liability policies required under this Agreement shall include Landlord and any subsidiary entities of Landlord, now existing or hereafter created, and their respective officers, elected officials, Council, boards, commissions, trustees, employees, and volunteers as an additional insured as their interest may appear under this Lease (herein referred to as the "Additional Insureds"). Each policy which adds Additional Insureds hereunder shall contain cross-liability wording.

(e) Certificates of insurance for each insurance policy required to be obtained by Tenant in compliance with this Section shall be filed and maintained with Landlord annually during the Term of the Lease. Tenant shall advise Landlord as soon as reasonably possible of any claim or litigation that may result in liability to Landlord.

(f) All insurance shall be effected under valid and enforceable policies, insured by insurers licensed, authorized or permitted to do business by the State of Wyoming or (if allowed by the laws of the State of Wyoming) surplus line carriers on the State of Wyoming Insurance Commissioner's approved list of companies qualified to do business in the State of Wyoming. All insurance carriers and surplus line carriers shall be rated A VII or better by A.M. Best Company.

(g) Once during each calendar year during the Term of this Lease, Landlord may review the insurance coverages to be carried by Tenant. If Landlord determines that higher limits of coverage are reasonably necessary to protect the interests of Landlord or the Additional Insureds, Tenant shall be so notified and shall obtain the additional limits of insurance, at its sole cost and expense.

(h) Tenant agrees to indemnify and hold harmless the Landlord, its officers, elected officials, Council, boards, commissions, trustees, employees, volunteers and agents from and against any and all claims, damages, cost and expenses, including attorney fees, to the extent caused by or arising out of (i) the negligent or grossly negligent acts or omissions by the Tenant or the employees, agents, contractors, licensees, tenants and/or subtenants of the Tenant; (ii) a breach of any obligation of the Tenant under this Lease; (iii) any and all liability, obligation, damages, penalties, claims, liens, costs, charges, losses and expenses (including, without limitation, fees and expenses of attorneys, expert witnesses and consultants), which may be imposed upon, incurred by or be asserted against the Landlord by reason of any act or omission of the Tenant, its personnel, employees, agents, trustees, contractors or subcontractors, resulting in personal injury, bodily injury, sickness, disease or death to any person or damage to, loss of or

destruction of tangible or intangible property, libel, slander, invasion of privacy and unauthorized use of any trademark, trade name, copyright, patent, service mark or any other right of any person, firm or corporation, which may arise out of or be in any way connected with the construction, installation, operation, maintenance, use or condition of the Premises or the Tenant's failure to comply with any federal, state or local statute, ordinance or regulation. Tenant shall not be required to indemnify and hold harmless the Landlord, its officers, elected officials, Council, boards, commissions, trustees, employees, volunteers and agents from and against claims, damages, cost and expenses, including attorney fees, to the extent caused by or arising out of the grossly negligent acts or omissions by the Landlord or the employees, agents, contractors, licensees, tenants and/or subtenants of the Landlord. Landlord shall not at any time be liable for injury or damage occurring to any person or property from any cause whatsoever arising out of Tenant's construction, maintenance, repair, use, operation, condition or dismantling of the Antenna Facilities, Tower or Premises, and Tenant hereby agrees to indemnify and hold harmless the Landlord against and from any claim asserted or liability imposed upon the Landlord for such injury or damage.

(i) Tenant undertakes and assumes for its officers, agents, affiliates, contractors and subcontractors and employees (collectively "Tenant" for the purpose of this subsection), all risk of dangerous conditions, if any, on or about the Property, except for dangerous conditions that are caused by the Landlord's gross negligence or willful misconduct.

(j) Notwithstanding the foregoing, indemnification under this Section 11 and Section 14 shall not extend to indirect, special, incidental or consequential damages, including, without limitation, loss of profits, income or business opportunities to the indemnified Party or anyone claiming through the indemnified Party. Notwithstanding anything to the contrary in this Lease, the Parties hereby confirm that the provisions of this Section 11(h) through (k) shall survive the expiration or termination of this Lease.

(k) In the event any action or proceeding shall be brought against the Landlord by reason of any matter for which the Landlord is indemnified under Sections 11 or 14, the Tenant shall, upon notice from the Landlord, at the Tenant's sole cost and expense, resist and defend the same with legal counsel mutually selected by the Tenant and Landlord; provided, however, that the Tenant shall not admit liability in any such matter on behalf of the Landlord without the written consent of the Landlord, and provided further that the Landlord shall not admit liability for, nor enter into any compromise or settlement of, any claim for which they are indemnified hereunder, without the prior written consent of the Tenant.

12. Notices.

(a) All notices, requests, demands and other communications shall be in writing and are effective three (3) days after deposit in the U.S. mail, certified and postage paid, or upon receipt if personally delivered or sent by next-business-day delivery via a nationally recognized overnight courier to the addresses set forth below. Landlord or Tenant may, from time to time, designate any other address for this purpose by providing written notice to the other Party.

If to Tenant, to:

Union Wireless
850 North Highway 414
PO Box 160
Mountain View, Wyoming 82939
Attention: John Woody, CEO

If to Landlord, to:

City of Casper
Attn: Community Development Dept.
200 N David St.
Casper WY 82601

With a copy to:

City of Casper
Attn: City Attorney's Office
200 N David St.
Casper WY 82601

b) Notice for all operational and emergency contacts shall initially be as follows. Landlord and Tenant shall each notify the other as the following change from time to time:

If to Tenant, for general operational matters:

Union Wireless
Casper MCM On-Call
307-377-4357

Tenant Emergency Services contact:

Union Wireless
Network Operations Center
307-747-7070

If to Landlord, for general operational matters:

City of Casper
Attn: Community Development Dept.
200 N David St.
Casper WY 82601

Landlord Emergency Services contact:

Casper Streets Division
307-251-3146

13. Quiet Enjoyment, Title and Authority. Landlord covenants and warrants to Tenant that: (i) Landlord has full right, power and authority to execute this Lease; (ii) it has title to the Property free and clear of any liens or mortgages, except those disclosed to Tenant, of record, or which will not interfere with Tenant's rights to or use of the Premises; and (iii) it has the right to lease the Premises; and (iv) execution and performance of this Lease will not violate any laws, ordinances, covenants, or the provisions of any mortgage, lease, or other agreement binding on Landlord. Landlord covenants that at all times during the Term of this Lease, Tenant's quiet enjoyment of the Premises or any part thereof shall not be disturbed as long as Tenant is not in default beyond any applicable grace or cure period.

14. Environmental Laws. Tenant, its officers, agents, affiliates, contractors and subcontractors and employees, shall not introduce or use any Hazardous Substance on the Property, Premises or Easements in violation of any applicable law. "Hazardous substance" means any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic material, hazardous or toxic or radioactive substance, or other similar term pursuant to any federal, state or local environmental law, regulation or rule presently in effect or promulgated in the future, as such laws, regulations or rules may be amended from time to time; and it shall be interpreted to include, but not be limited to, any substance which after release into the environment will or may reasonably be anticipated to cause sickness, death or disease. Tenant agrees to defend, indemnify and hold harmless Landlord from and against any and all administrative and judicial actions and rulings, claims, causes of action, demands and liability including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and attorney fees that the Landlord may suffer or incur due to the existence or discovery of any Hazardous Substances on the Property or the migration of any Hazardous Substance to other properties or the release of any Hazardous Substance into the environment, to the extent resulting from Tenant's activities, or those of its officers, agents, affiliates, contractors and subcontractors and employees. The indemnification in this section specifically includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any governmental authority. Tenant shall not be responsible for any Hazardous Substance that existed at the Property, Premises or Easements on the effective date of this Agreement or that otherwise does not result from the activities of Tenant. Neither Tenant nor Landlord has any knowledge of pre-existing environmental contaminants at the Premises. This Section 14 shall survive the termination or expiration of this Lease.

15. Assignment and Subleasing.

(a) Tenant shall have the right to assign or otherwise transfer this Lease to any person or business entity which (i) holds a currently valid FCC license to provide to the public from the Premises what are commonly known as cellular telephone services (ii) is a parent or subsidiary of Tenant, is merged or consolidated with Tenant or purchases more than fifty percent (50%) of either an ownership interest in Tenant or the assets of Tenant in the "Metropolitan Trading Area" or "Basic Trading Area" (as those terms are defined by the FCC) in which the Property is located, and (iii) which has a credit rating from one of the three largest national credit rating agencies greater than or equal to that of Tenant at the time of the assignment. Upon notice to Landlord of such assignment, and except for Tenant's obligations under Section 14 of this Lease ("Environmental Laws") which shall remain in full force and effect after assignment or subleasing, Tenant shall be relieved of all liabilities and obligations hereunder, and Landlord shall look solely to the assignee for performance under this Lease and all obligations hereunder; provided assignee accepts this Lease in full, without amendments or changes thereto, steps into the shoes of Tenant, including being responsible and liable for events or defaults which occurred before the assignment, and cures any outstanding defaults. Landlord may still hold Tenant liable under this Lease if the assignment is to an assignee which has a credit rating from one of the largest three national credit rating agencies lower than that of the Tenant at the time of assignment.

(b) Additionally, Tenant may, upon notice to Landlord, mortgage or grant a security interest in this Lease and the Antenna Facilities, and may assign this Lease and the Antenna

Facilities to any bona fide mortgagees or holders of security interests, including their successors or assigns (collectively "Mortgagees"), provided such Mortgagees agree to be bound by the terms and provisions of this Lease.

(c) Any person or entity to which this Lease is assigned pursuant to the provisions of the Bankruptcy Code, 11 USC Sections 101, *et seq.*, shall be deemed without further act to have assumed all of the obligations of Tenant arising under this Lease, both before and after the date of such assignment. Any such assignee shall, upon demand, execute and deliver to Landlord an instrument confirming such assumption. Any monies or other considerations payable or otherwise to be delivered in connection with such assignment shall be paid to Landlord, shall be the exclusive property of Landlord, and shall not constitute property of the Tenant or of the estate of Tenant within the meaning of the Bankruptcy Code. Any monies or other considerations constituting Landlord's property under the preceding sentence not paid or delivered to Landlord shall be held in trust for the benefit of Landlord and be promptly paid to Landlord.

(d) Landlord may assign or transfer this lease, and, upon written notice to Tenant of such assignment, shall be relieved of all liabilities and obligations hereunder, provided that such assignee accepts this Lease in full, without amendments or changes thereto, agrees in writing to fulfill the duties and obligations of the Landlord in said Lease Agreement, steps into the shoes of Landlord, including being responsible and liable for events or defaults which occurred before the assignment, and cures any outstanding defaults of the Landlord.

16. Successors and Assigns. This Lease and the Easements granted herein shall run with the land, and shall be binding upon and inure to the benefit of the Parties, their respective successors, personal representatives and assigns.

17. Waiver of Landlord's Lien. Landlord hereby waives any and all lien rights it may have, statutory or otherwise, concerning the Antenna Facilities or any portion thereof, which shall be deemed personal property for the purposes of this Lease, whether or not the same is deemed real or personal property under applicable laws, and Landlord gives Tenant and Mortgagees the right to remove all or any portion of the same from time to time, whether before or after a default under this Lease, in Tenant's and/or Mortgagee's sole discretion and without Landlord's consent. Should Tenant fail to remove its Antenna Facilities as required by this Lease, then the waiver of lien rights is void.

18. Dispute Resolution.

(a) Except as otherwise provided in this Lease, any controversy between the Parties arising out of this Lease or breach thereof, is subject to the mediation process described below.

(b) A meeting will be held promptly between the Parties to attempt in good faith to negotiate a resolution of the dispute. Individuals with decision making authority (or, in the case of a Landlord which is a public body, the authority to recommend decisions to Landlord's Board or legislative body) will attend the meeting regarding the dispute. If within twenty (20) days after such meeting the Parties have not succeeded in resolving the dispute (subject to approval by Landlord's Board or legislative body), they will, within twenty (20) days thereafter submit the

dispute to a mutually acceptable third party mediator who is acquainted with dispute resolution methods. Landlord and Tenant will participate in good faith in the mediation and in the mediation process. The mediation shall be nonbinding. Neither Party is entitled to seek or recover punitive damages in considering or fixing any award under these proceedings.

(c) The costs of mediation, including any mediator's fees, and costs for the use of the facilities during the meetings, shall be born equally by the Parties. Each Party's costs and expenses will be borne by the Party incurring them.

19. Treatment in Bankruptcy. The Parties to this Lease hereby expressly agree and acknowledge that it is the intention of both Parties that in the event that during the Term of this Lease Tenant shall become a debtor in any voluntary or involuntary bankruptcy proceeding (a "Proceeding") under the United States Bankruptcy Code, 11 U.S.C. § 101, *et seq.* (the "Code"), this Lease is and shall be treated as an "unexpired lease of nonresidential real property" for purposes of Section 365 of the Code, 11 U.S.C. § 365, and, accordingly, shall be subject to the provisions of subsections (d)(3) and (d)(4) of said Section 365.

20. Force Majeure. If a Party is delayed or hindered in, or prevented from the performance required under this Lease (except for payment of monetary obligations) by reason of earthquakes, landslides, strikes, lockouts, labor troubles, failure of power, riots, insurrections, war, acts of God or other reasons of like nature, not the fault of the Party delayed in performing work or doing acts, and where reasonable measures by such Party could not have avoided or mitigated the effects of such acts, then such Party is excused from such performance for the period of delay. The period for the performance of any such act shall then be extended for the period of such delay. In the event that Tenant invokes this provision because damage to the Premises has hindered, delayed, or prevented Tenant from using the Premises, Tenant may immediately erect any temporary facilities on the Premises necessary to resume service, provided that such temporary facilities do not unreasonably interfere with Landlord's use of the Property or ability to repair or restore the Premises. If, in Landlord's sole and absolute discretion, it elects to repair or restore the Premises, upon completion of such repair or restoration, Tenant is obligated to repair or rebuild the Tower and Antenna Facilities in accordance with the terms of this document.

21. Non-Waiver. Failure of Landlord to insist on strict performance of any of the conditions, covenants, terms or provisions of this Lease or to exercise any of its rights hereunder shall not waive such rights, but Landlord shall have the right to enforce such rights at any time and take such action as might be lawful or authorized hereunder, either in law or equity. The receipt of any sum paid by Tenant to Landlord after a breach of this Lease shall not be deemed a waiver of such breach unless expressly set forth in writing.

22. Registration and Certification.

To enable the Landlord to keep accurate, up-to-date records of the placement of the Tenant's equipment located on Tenant's pre-existing Tower, and upon written request from Landlord no more than once a year, the Tenant shall submit documentation to the Landlord's Building Department providing:

(a) Certification in writing that the antenna support structure is structurally sound and conforms to the requirements of the Landlord's Building Code and all other construction standards set forth by the Landlord's Code, federal and state law by filing a sworn and certified statement by an engineer to that effect. The Tenant may be required by the Landlord to submit more frequent certifications should there be reason to believe that the structural and/or electrical integrity of the antennas and associated equipment is jeopardized. The Certification must be based upon on-site physical inspection.

(b) An initial payment of a registration fee of One Thousand Dollars (\$1,000), which shall be in addition to any other fees paid by Tenant, and shall be submitted to the Administrative Services Department at the time of submission of the documentation as required in subsection (a) above.

23. General Terms and Conditions.

(a) Effective Date. The effective date of this Lease is the date of execution by the last Party to sign (the "Effective Date").

(b) Entire Agreement and Amendments. This Lease constitutes the entire agreement and understanding of the Parties, and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendments to this Lease must be in writing and executed by both Parties.

(c) Recording. After this Lease is executed by the parties, Tenant shall record a Memorandum of Lease Agreement in the office of the Clerk of Natrona County, Wyoming.

(d) Governing Law and Venue. This Lease shall be construed in accordance with the laws of the State of Wyoming. Any litigation regarding this Agreement shall be resolved in a court of competent jurisdiction situated in Natrona County, Wyoming.

(e) Severability and Non-waiver. If any term of this Lease is found to be void or invalid, such finding shall not affect the remaining terms of this Lease, which shall continue in full force and effect. The Parties agree that if any provisions are deemed not enforceable, they shall be deemed modified to the extent necessary to make them enforceable. Any questions of particular interpretation shall not be interpreted against the draftsman, but rather in accordance with the fair meaning thereof. No provision of this Lease will be deemed waived by either Party unless expressly waived in writing signed by the waiving Party. No waiver shall be implied by delay or any other act or omission of either Party. No waiver by either Party of any provision of this Lease shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision.

(f) Authority. The persons who have executed this Lease represent and warrant that they are duly authorized to execute this Lease in their individual or representative capacity as indicated.

(g) Intentionally Omitted.

(h) Incorporation of Exhibits. All Exhibits referred to herein or attached hereto are incorporated herein for all purposes.

(i) Wyoming Governmental Claims Act. Landlord does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statute Sections 1-39-101, *et seq.* Landlord specifically reserves the right to assert any and all immunities, rights and defenses it may have pursuant to the Wyoming Governmental Claims Act.

(j) No Warranty. Landlord hereby expressly disclaims all Warranties of Merchantability and Fitness for a Particular Purpose associated with the Premises. Tenant accepts the Premises "As Is."

(k) Intentionally Omitted.

(l) Time is of the essence. Time is of the essence of this contract and of every covenant to be performed by either Party under it.

(m) No Partnership, Joint Venture or Third Party Beneficiaries. Nothing herein contained shall constitute a partnership between or joint venture by the Parties hereto or constitute any Party the agent of the others. No Party shall hold itself out contrary to the terms of this Section and no Party shall become liable by any representation, act or omission of the other contrary to the provisions hereof. This Agreement is not for the benefit of any third Party and shall not be deemed to give any right or remedy to any such party whether referred to herein or not.

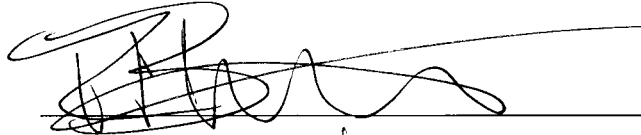
[The rest of this page is intentionally left blank]

APPROVED AS TO FORM (TENANT'S ATTORNEY):

TENANT:

Union Wireless

By:



Printed Name:

Brian Woody

Its:

CCRO

Date:

10-26-18

STATE OF

Wyoming)

COUNTY OF

Uinta) ss.

This instrument was acknowledged before me on this

26th

day of

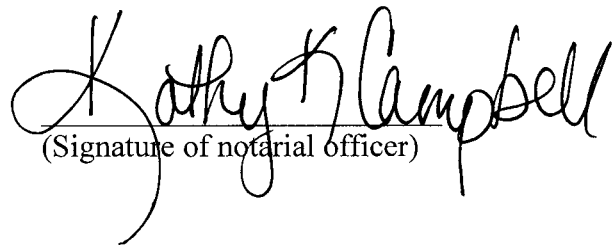
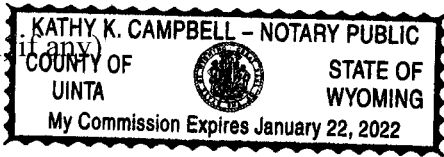
October

2018, by Brian Woody as the

CCRO

of Union Wireless.

(Seal, if any)



(Signature of notarial officer)

EXHIBIT A

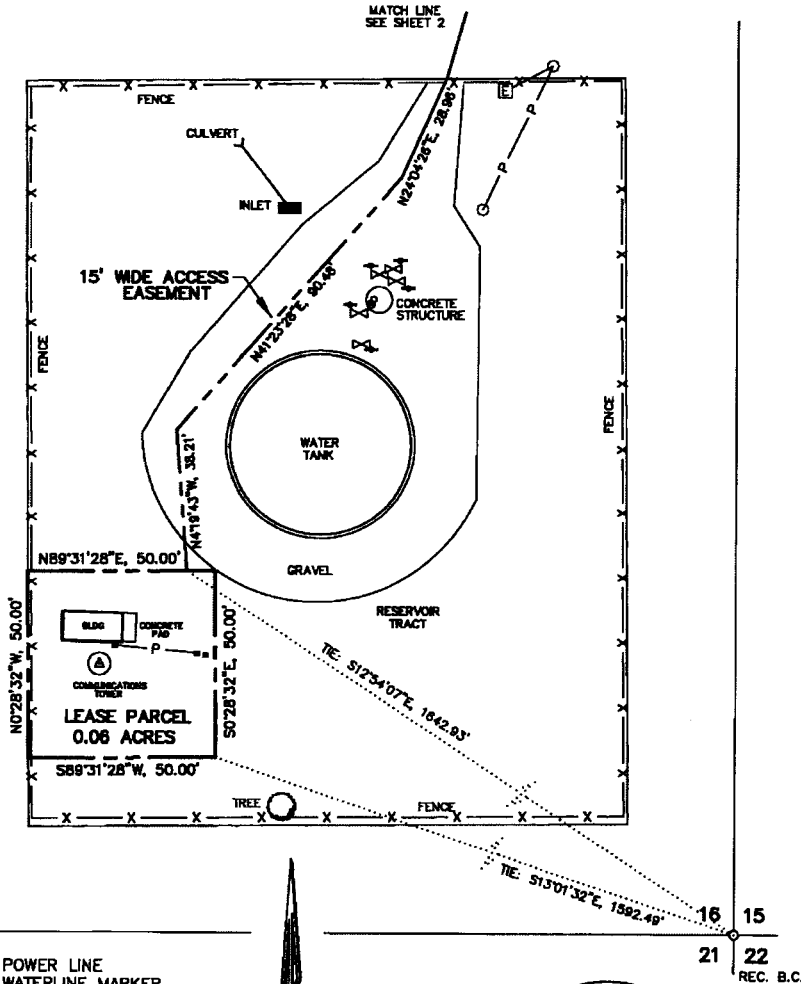
WLC ENGINEERING & SURVEYING
 200 PRONGHORN STREET, CASPER, WYOMING 82601

FOR

Client UNION TELEPHONE Address P.O. BOX 160
 City MOUNTAIN VIEW State WYOMING Zip 82939

PROPERTY LOCATION PLAT

NE1/4SE1/4 Section 16, T. 33 N., R. 79 W., 6th Principal Meridian, Wyoming
 Lot _____ Block _____ Subdivision _____
 City CASPER County NATRONA State WYOMING



—P— POWER LINE
 ◆ WATERLINE MARKER
 □ ELECTRIC PANEL
 ⊞ ELECTRIC METER
 ⊕ WATER VALVE

BASIS OF BEARING
 GEODETIC BASED ON GPS

Date: 10/25/18
 W.O. No. 16638
 Drawn By: SJG
 Acad File: UNION TELEPHONE 16638



SCALE 1"=30'



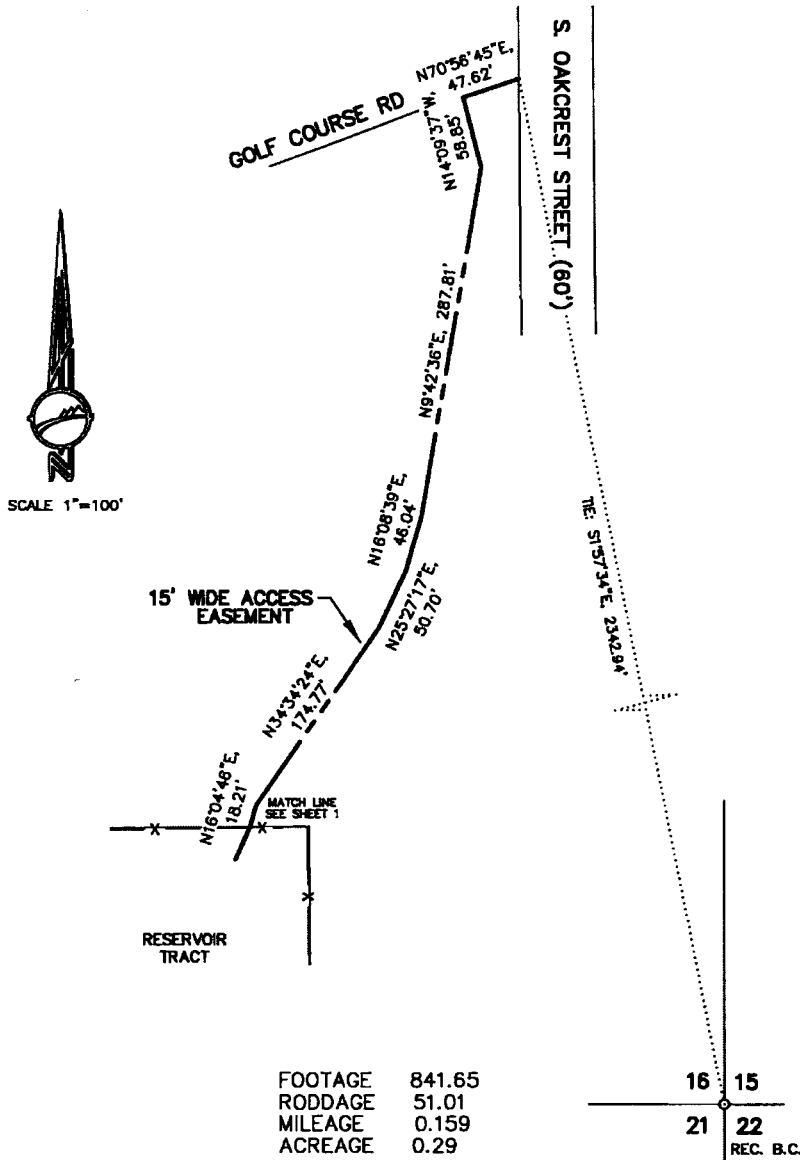
SHEET 1 OF 2

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

Client UNION TELEPHONE Address P.O. BOX 160
 City MOUNTAIN VIEW State WYOMING Zip 82939

PROPERTY LOCATION PLAT

NE1/4SE1/4 Section 16, T. 33 N., R. 79 W., 6th Principal Meridian, Wyoming
 Lot _____ Block _____ Subdivision _____
 City CASPER County NATRONA State WYOMING






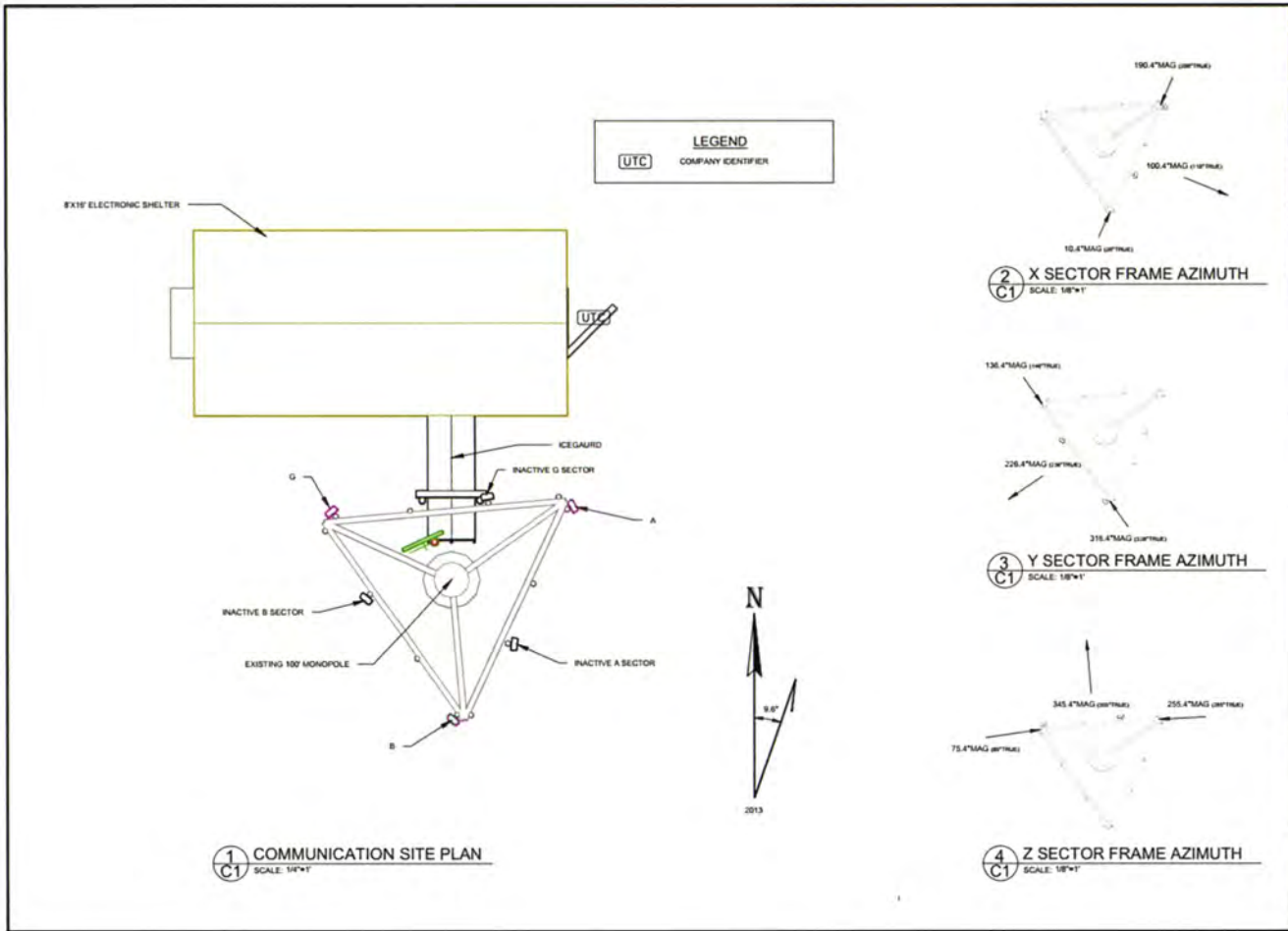
Date: 10/25/18
 W.O. No. 16638
 Drawn By: SJG
 Acad File: UNION TELEPHONE 16638

SHEET 2 OF 2

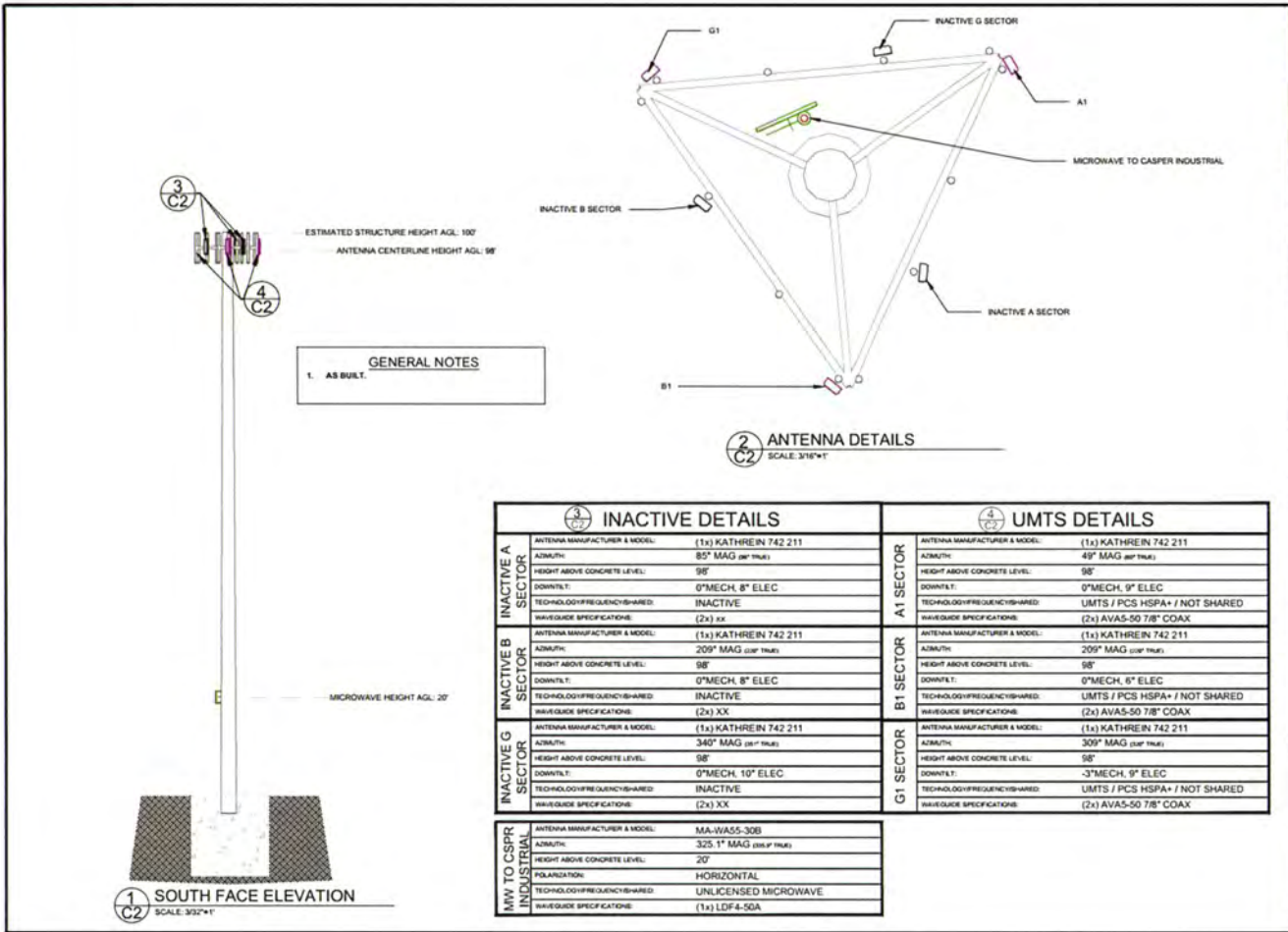
EXHIBIT B

The legal description of the Premises being Leased by Tenant and the location of the Premises within the Property (together with access and utilities) are more particularly described and depicted on the Survey and Site Plan as follows:

<p>PROJECT INDEX</p> <p>UNION TELEPHONE COMPANY 800 N HENRIETY AVE PO BOX 100 MOUNTAIN VIEW, WY 82638</p> <p>CONTACT: RYAN SCHMIDT PHONE: (307) 764-4421 EMAIL: ryan.schmidt@unionwireless.com</p> <p>CONTACT: ANGELA FISHER PHONE: (307) 764-4345 EMAIL: afisher@unionwireless.com</p> <p>CONTACT: JUSTIN HOWE PHONE: (307) 764-2554 EMAIL: jhowe@unionwireless.com</p> <p>PLANS NOT VERIFIED BY A LICENSED SURVEYOR</p>		 <p>CASPER H20 COMMUNICATION SITE</p> <p>2120 ALLENDALE BLVD CASPER, NATRONA COUNTY, WYOMING 82601</p> <p>100' MONOPOLE 2G RETIREMENT - NO TOWER WORK - AS BUILT</p>		 <p>800 N HENRIETY AVE PO BOX 100 MOUNTAIN VIEW, WY 82638</p> <p>THE INFORMATION CONTAINED IN THIS DOCUMENT IS PROPRIETARY. ANY USE OR DISCLOSURE OTHER THAN THOSE AUTHORIZED BY UNION TELEPHONE COMPANY IS STRICTLY PROHIBITED.</p> <table border="1"> <tr> <th>CURRENT REV.</th> <th>DATE</th> </tr> <tr> <td>0</td> <td>01-25-2018</td> </tr> </table> <p>DESIGNED BY: ANGELA FISHER</p> <p>REVISION: NA</p>		CURRENT REV.	DATE	0	01-25-2018														
CURRENT REV.	DATE																						
0	01-25-2018																						
<p>PROPERTY ADDRESS: CITY OF CASPER CASPER, WYOMING PHONE: (307) 234-3113</p>		<p>SITE DESCRIPTION</p> <table border="1"> <tr> <td>1</td> <td>LEGAL DESCRIPTION NE 1/4 OF SE 1/4 OF SECTION 16 T23S R10E E7PM</td> </tr> <tr> <td>2</td> <td>COORDINATE CORNER POINTS 42°49'26.1007N 107°15'18.8007W</td> </tr> <tr> <td>3</td> <td>UTILITIES GAS, WATER</td> </tr> <tr> <td>4</td> <td>AREA NA x 8.148'</td> </tr> <tr> <td>5</td> <td>HEIGHT DATA 1 AS BUILT.</td> </tr> </table>		1	LEGAL DESCRIPTION NE 1/4 OF SE 1/4 OF SECTION 16 T23S R10E E7PM	2	COORDINATE CORNER POINTS 42°49'26.1007N 107°15'18.8007W	3	UTILITIES GAS, WATER	4	AREA NA x 8.148'	5	HEIGHT DATA 1 AS BUILT.	<p>VICINITY MAP</p> 		<p>DRIVING DIRECTIONS</p> <p>TRAVELING WEST ON I-25 TAKE RIGHT AT BEVERLY EXIT. AT THE STOP SIGN TAKE A LEFT ONTO BEVERLY (SOUTH). TRAVELING APPROX. 2 MILES, TAKE A RIGHT (WEST) ONTO E. 23RD STREET. KEEP GOING UNTIL YOU GET TO ALLENDALE BLVD. ON THE LEFT SIDE OF THE ROAD YOU WILL SEE A WATER TOWER. GO THROUGH THE GATE AND UP TO THE CELL SITE.</p>							
1	LEGAL DESCRIPTION NE 1/4 OF SE 1/4 OF SECTION 16 T23S R10E E7PM																						
2	COORDINATE CORNER POINTS 42°49'26.1007N 107°15'18.8007W																						
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4	AREA NA x 8.148'																						
5	HEIGHT DATA 1 AS BUILT.																						
<p>PROPERTY ADDRESS: ROCKY MOUNTAIN POWER CASPER, WY</p>		<p>DRAWING INDEX</p> <table border="1"> <thead> <tr> <th>NO.</th> <th>NO.</th> <th>NO.</th> </tr> </thead> <tbody> <tr> <td>T1</td> <td>TITLE SHEET</td> <td>0</td> </tr> <tr> <td>C1</td> <td>PLAN VIEW</td> <td>0</td> </tr> <tr> <td>C2</td> <td>GRID & LIMITS ELEVATION</td> <td>0</td> </tr> <tr> <td>W1</td> <td>WIRE CALLING</td> <td>0</td> </tr> <tr> <td>A1</td> <td>BUILDING LAYOUT</td> <td>0</td> </tr> </tbody> </table>		NO.	NO.	NO.	T1	TITLE SHEET	0	C1	PLAN VIEW	0	C2	GRID & LIMITS ELEVATION	0	W1	WIRE CALLING	0	A1	BUILDING LAYOUT	0	<p>Leasing Drawings 25 JANUARY 2018</p>	
NO.	NO.	NO.																					
T1	TITLE SHEET	0																					
C1	PLAN VIEW	0																					
C2	GRID & LIMITS ELEVATION	0																					
W1	WIRE CALLING	0																					
A1	BUILDING LAYOUT	0																					
<p>CASPER H20</p> <p>2120 E 2ND ALLENDALE BLVD CASPER, WY 82601 NATRONA COUNTY</p>		<p>TITLE SHEET</p>		<p>PROJECT NUMBER: T1</p>																			
<p>DESIGNED BY: ANGELA FISHER</p>		<p>DATE: 25 JANUARY 2018</p>		<p>PROJECT ENGINEER:</p>																			



Union WIRELESS	
850 N. HIGHWAY 414 PO BOX 100 MOUNTAIN VIEW, WY 82939	
THE INFORMATION CONTAINED IN THIS DOCUMENT IS PROPRIETARY. ANY USE OR DISCLOSURE OTHER THAN THOSE AUTHORIZED BY UNION TELEPHONE COMPANY IS STRICTLY PROHIBITED.	
CURRENT REV	DATE
G	01-25-2018
DESIGNER	ANGELA FISHER
REVISION	NA
AS BUILT 25 JANUARY 2018	
PROJECT NAME: CASPER H20	
PROJECT ADDRESS: 2120 E 2ND ALLENDALE BLVD CASPER, WY 82601 NATRONA COUNTY	
SHEET TITLE: PLAN VIEW	
SHEET NUMBER: C1	



3 C2 INACTIVE DETAILS		4 C2 UMTS DETAILS	
INACTIVE A SECTOR	ANTENNA MANUFACTURER & MODEL: (1x) KATHREIN 742 211 AZIMUTH: 85° MAG (80° TRUE) HEIGHT ABOVE CONCRETE LEVEL: 98' DOWN-TILT: 0° MECH, 8° ELEC TECHNOLOGY/FREQUENCY-SHARED: INACTIVE WAVEGUIDE SPECIFICATIONS: (2x) XX	A1 SECTOR	ANTENNA MANUFACTURER & MODEL: (1x) KATHREIN 742 211 AZIMUTH: 49° MAG (80° TRUE) HEIGHT ABOVE CONCRETE LEVEL: 98' DOWN-TILT: 0° MECH, 9° ELEC TECHNOLOGY/FREQUENCY-SHARED: UMTS / PCS HSPA+ / NOT SHARED WAVEGUIDE SPECIFICATIONS: (2x) AVA5-50 7/8" COAX
INACTIVE B SECTOR	ANTENNA MANUFACTURER & MODEL: (1x) KATHREIN 742 211 AZIMUTH: 209° MAG (100° TRUE) HEIGHT ABOVE CONCRETE LEVEL: 98' DOWN-TILT: 0° MECH, 8° ELEC TECHNOLOGY/FREQUENCY-SHARED: INACTIVE WAVEGUIDE SPECIFICATIONS: (2x) XX	B1 SECTOR	ANTENNA MANUFACTURER & MODEL: (1x) KATHREIN 742 211 AZIMUTH: 209° MAG (100° TRUE) HEIGHT ABOVE CONCRETE LEVEL: 98' DOWN-TILT: 0° MECH, 8° ELEC TECHNOLOGY/FREQUENCY-SHARED: UMTS / PCS HSPA+ / NOT SHARED WAVEGUIDE SPECIFICATIONS: (2x) AVA5-50 7/8" COAX
INACTIVE G SECTOR	ANTENNA MANUFACTURER & MODEL: (1x) KATHREIN 742 211 AZIMUTH: 340° MAG (10° TRUE) HEIGHT ABOVE CONCRETE LEVEL: 98' DOWN-TILT: 0° MECH, 10° ELEC TECHNOLOGY/FREQUENCY-SHARED: INACTIVE WAVEGUIDE SPECIFICATIONS: (2x) XX	G1 SECTOR	ANTENNA MANUFACTURER & MODEL: (1x) KATHREIN 742 211 AZIMUTH: 309° MAG (100° TRUE) HEIGHT ABOVE CONCRETE LEVEL: 98' DOWN-TILT: -3° MECH, 9° ELEC TECHNOLOGY/FREQUENCY-SHARED: UMTS / PCS HSPA+ / NOT SHARED WAVEGUIDE SPECIFICATIONS: (2x) AVA5-50 7/8" COAX
MW TO CASPER INDUSTRIAL	ANTENNA MANUFACTURER & MODEL: MA-1W55-308 AZIMUTH: 325.1° MAG (100° TRUE) HEIGHT ABOVE CONCRETE LEVEL: 20' POLARIZATION: HORIZONTAL TECHNOLOGY/FREQUENCY-SHARED: UNLICENSED MICROWAVE WAVEGUIDE SPECIFICATIONS: (1x) LDF4-50A		

Union WIRELESS
 850 N. HIGHWAY 174
 PO BOX 100
 MOUNTAIN VIEW, WY 82009

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CURRENT REV	DATE
G	01-25-2018

DESIGNER: ANGELA FISHER

REVISION: NA

AS BUILT
 25 JANUARY 2018

PROJECT NAME:
CASPER H20

PROJECT ADDRESS:
 2120 E 2ND ALLENDALE BLVD
 CASPER, WY 82601
 NATRONA COUNTY

SHEET TITLE:
 ANTENNA ELEVATION

SHEET NUMBER:
 C2

EXHIBIT C

PHOTOS OF THE EXISTING PREMISES AND PROPERTY





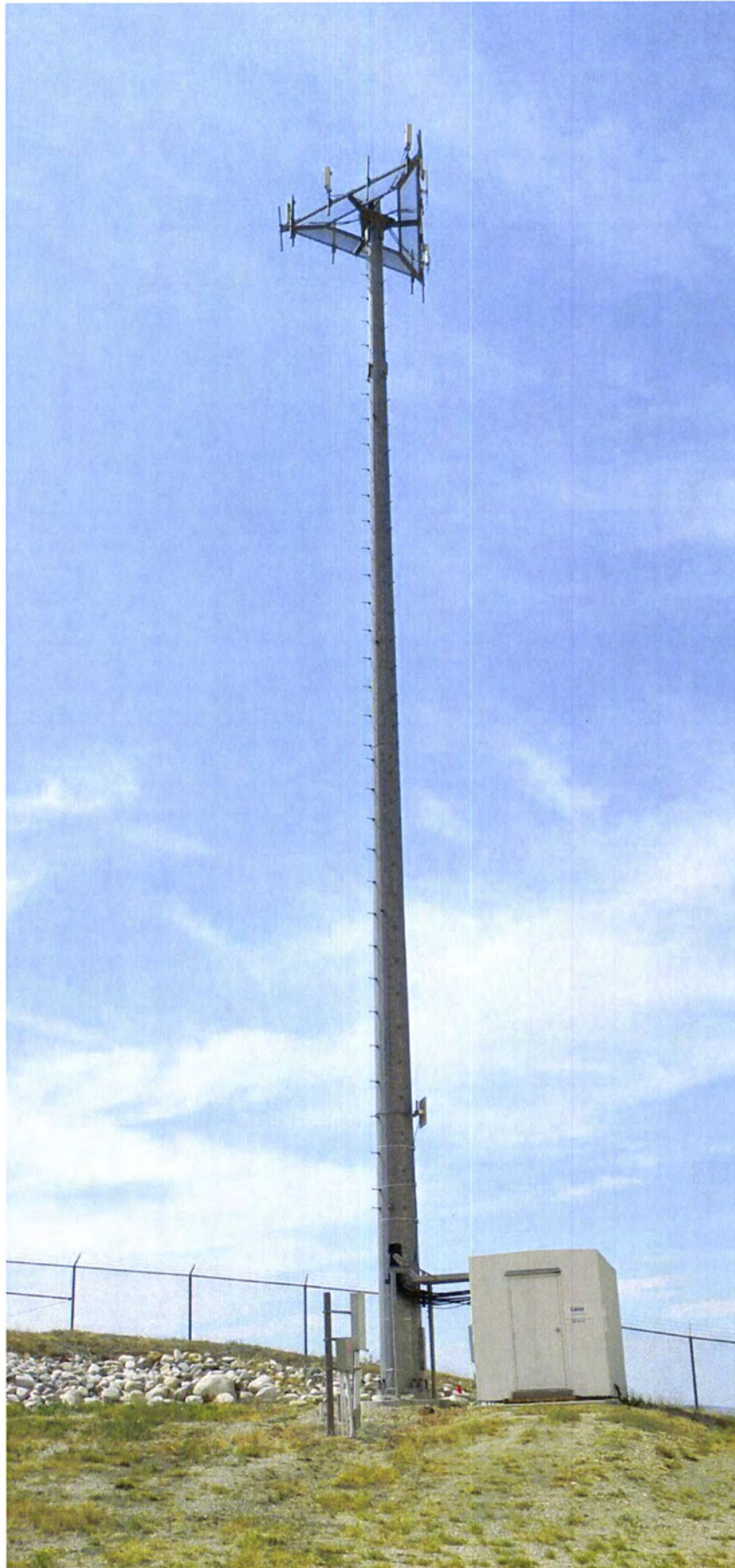


EXHIBIT D

(Rent Calculation Table)

Initial 5 Year Term

Year	Monthly Rent	Yearly Rent	Annual Increase %	Yearly Total
1	\$ 3,000.00	\$ 36,000.00		\$ 36,000.00
2	\$ 3,087.00	\$ 37,044.00	2.90%	\$ 37,044.00
3	\$ 3,176.52	\$ 38,118.28	2.90%	\$ 38,118.28
4	\$ 3,268.64	\$ 39,223.71	2.90%	\$ 39,223.71
5	\$ 3,363.43	\$ 40,361.19	2.90%	\$ 40,361.19
Subtotal	\$ 15,895.60	\$ 190,747.18		\$ 190,747.18

1st Renewal Term (Years 6-10)

Year	Monthly Rent	Yearly Rent	Annual Increase %	Yearly Total
6	\$ 3,460.97	\$ 41,531.67	2.90%	\$ 41,531.67
7	\$ 3,561.34	\$ 42,736.09	2.90%	\$ 42,736.09
8	\$ 3,664.62	\$ 43,975.43	2.90%	\$ 43,975.43
9	\$ 3,770.89	\$ 45,250.72	2.90%	\$ 45,250.72
10	\$ 3,880.25	\$ 46,562.99	2.90%	\$ 46,562.99
Subtotal	\$ 18,338.07	\$ 220,056.90		\$ 220,056.90

2nd Renewal Term (Years 11-15)

Year	Monthly Rent	Yearly Rent	Annual Increase %	Yearly Total
11	\$ 3,992.78	\$ 47,913.32	2.90%	\$ 47,913.32
12	\$ 4,108.57	\$ 49,302.80	2.90%	\$ 49,302.80
13	\$ 4,227.72	\$ 50,732.59	2.90%	\$ 50,732.59
14	\$ 4,350.32	\$ 52,203.83	2.90%	\$ 52,203.83
15	\$ 4,476.48	\$ 53,717.74	2.90%	\$ 53,717.74
Subtotal	\$ 21,155.86	\$ 253,870.28		\$ 253,870.28

3rd Renewal Term (Years 16-20)

Year	Monthly Rent	Yearly Rent	Annual Increase %	Yearly Total
16	\$ 4,606.30	\$ 55,275.56	2.90%	\$ 55,275.56
17	\$ 4,739.88	\$ 56,878.55	2.90%	\$ 56,878.55

18	\$	4,877.34	\$	58,528.03	2.90%	\$	58,528.03
19	\$	5,018.78	\$	60,225.34	2.90%	\$	60,225.34
20	\$	5,164.32	\$	61,971.87	2.90%	\$	61,971.87
Subtotal	\$	24,406.61	\$	292,879.34		\$	292,879.34

4th Rewal Term (Years 21-25)

Year	Monthly Rent	Yearly Rent	Annual Increase %	Yearly Total
21	\$ 5,314.09	\$ 63,769.06	2.90%	\$ 63,769.06
22	\$ 5,468.20	\$ 65,618.36	2.90%	\$ 65,618.36
23	\$ 5,626.77	\$ 67,521.29	2.90%	\$ 67,521.29
24	\$ 5,789.95	\$ 69,479.41	2.90%	\$ 69,479.41
25	\$ 5,957.86	\$ 71,494.31	2.90%	\$ 71,494.31
Subtotal	\$ 28,156.87	\$ 337,882.43		\$ 337,882.43

5th Rewal Term (Years 26-30)

Year	Monthly Rent	Yearly Rent	Annual Increase %	Yearly Total
26	\$ 6,130.64	\$ 73,567.65	2.90%	\$ 73,567.65
27	\$ 6,308.43	\$ 75,701.11	2.90%	\$ 75,701.11
28	\$ 6,491.37	\$ 77,896.44	2.90%	\$ 77,896.44
29	\$ 6,679.62	\$ 80,155.44	2.90%	\$ 80,155.44
30	\$ 6,873.33	\$ 82,479.95	2.90%	\$ 82,479.95
Subtotal	\$ 32,483.38	\$ 389,800.58		\$ 389,800.58

RESOLUTION NO. 18-260

A RESOLUTION AUTHORIZING A NEW LEASE AGREEMENT BETWEEN THE CITY OF CASPER AND UNION TELEPHONE COMPANY, DBA UNION WIRELESS, FOR AN EXISTING WIRELESS COMMUNICATION TOWER LOCATED AT THE MUNICIPAL GOLF COURSE

WHEREAS, RT Communications, Inc., and the City of Casper entered into a site lease in September of 1998 (Inst. #629142) which allowed for the placement of a wireless communication tower on a fifty foot by fifty foot (50' x 50') parcel of City-owned property addressed as 2120 Allendale Boulevard, on a portion of the Municipal Golf Course; and,

WHEREAS, RT Communications, Inc. assigned the site lease to Union Wireless, and said lease expired in September of 2018; and,

WHEREAS, in order to provide for the continuation of the existing wireless communication tower, a new lease with Union Wireless has been negotiated, with a five (5) year initial term, and five (5) subsequent five (5) year renewal terms; and,

WHEREAS, the City of Casper desires to approve the new lease with Union Wireless to allow for the continuation of the existing wireless communication tower, under the terms and conditions set forth therein.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a lease agreement with Union Telephone Company, dba Union Wireless, for a fifty foot by fifty foot (50' x 50') portion of the Municipal Golf Course located at 2120 Allendale Boulevard, for the continuation of an existing wireless communication tower.

PASSED, APPROVED AND ADOPTED this ____ day of _____, 2018.

APPROVED AS TO FORM:



ATTEST:

Fleur D. Tremel
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Ray Pacheco
Mayor

November 7, 2018

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

FROM: Andrew Beamer, P.E., Public Services Director *AB*
Shad Rodgers, Streets Manager
Terry Cottenoir, Engineering Technician

SUBJECT: Authorizing a Contract for Professional Services with IMS Infrastructure Management Services in the Amount of \$77,992.00, for the Citywide Pavement Condition Index Survey.

Meeting Type & Date

Regular Council Meeting
December 4, 2018

Action type

Resolution

Recommendation

That Council, by resolution, authorize a contract for professional services with IMS Infrastructure Management Services (IMS), for surveying and reporting services for the Citywide Pavement Condition Index Survey, Project No. 18-094, in the amount of \$77,992.00.

Summary

IMS provided a proposal to the City to develop an index survey to help manage the roadway network within the City of Casper in a cost effective manner. IMS will provide field surveys that will help provide an understanding of the current status and needs of the roadways. Utilizing laser sensors, IMS will objectively quantify pavement cracking, texture, rutting, roughness, cross fall, crown, and grade on the City's eighty-four (84) lane miles of arterial and collector streets and two hundred fifty-one (251) lane miles of residential streets. The data will be compiled and reported in multiple-year street rehabilitation plans that optimize the pavement quality and minimizes annual expenses. The plans will be developed based on factors that are customized to meet the needs of the City and optimized using cost benefit techniques.

City staff has reviewed the proposal provided by IMS, and recommends awarding IMS a contract to complete the Condition Index Survey.

Financial Considerations

Funding for the project will be sought from MPO Planning Funds. One Cent #15 Optional Sales Tax Fund allocated to Traffic will be utilized if MPO funds are not available.

Oversight/Project Responsibility

Terry Cottenoir, Engineering Technician, Public Services Department.

Attachments

Resolution
Contract for Professional Services

CONTRACT FOR PROFESSIONAL SERVICES

PART I - AGREEMENT

This Contract for Professional Services (“Contract”) is entered into on this ____ day of _____, 2018, by and between the following parties:

1. The City of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601 (“City”).
2. IMS Infrastructure Management Services, 1820 West Drake Drive, Suite 104, Tempe, Arizona 85283 (“Consultant”).

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

RECITALS

- A. The City is undertaking a project to survey the condition of the street pavement throughout the City of Casper.
- B. The project requires professional services for the data collection and reporting of the pavement condition.
- C. The Consultant represents that it is ready, willing, and able to provide the professional services to City as required by this Contract.
- D. The City desires to retain the Consultant for such services.

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

1. SCOPE OF SERVICES:

The Consultant shall perform the services detailed in their proposal attached as Exhibit “A” and Exhibit “B”.

2. TIME OF PERFORMANCE:

The services of the Consultant shall be undertaken and completed on or before the 30th day of June, 2019.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Consultant shall be compensated for services performed in accordance with paragraph 1, not to exceed a lump sum of Seventy-Seven Thousand Nine Hundred Ninety-Two Dollars (\$77,992.00).

4. METHOD OF PAYMENT:

Payment will be made following completion of the terms set forth herein and receipt of an itemized invoice, certified under penalty of perjury, from the Consultant for services rendered in conformance with the Contract, and following approval by the Casper City Council. The invoice for payment must specify the correct amount due; that the Consultant has performed the services rendered under this Contract, in conformance with the Contract, and that it is entitled to receive the amount requested under the terms of the Contract.

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

5. TERMS AND CONDITIONS:

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

6. EXTENT OF CONTRACT:

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

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

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

APPROVED AS TO FORM



ATTEST

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Ray Pacheco
Mayor

WITNESS

CONSULTANT
IMS Infrastructure Management Services

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

CONTRACT FOR PROFESSIONAL SERVICES

PART II - GENERAL TERMS AND CONDITIONS

1. TERMINATION OF CONTRACT:

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

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

2. CHANGES:

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

3. ASSIGNABILITY:

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

4. AUDIT:

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

5. EQUAL EMPLOYMENT OPPORTUNITY:

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

6. OWNER OF PROJECT MATERIALS:

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

7. FINDINGS CONFIDENTIAL:

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

8. GOVERNING LAW:

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

9. PERSONNEL:

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

10. SUBCONSULTANT:

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

11. INSURANCE AND INDEMNIFICATION:

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

B. *Minimum Scope and limit of Insurance.*

Coverage shall be at least as broad as:

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

4. Professional Liability (Errors and Omissions) Insurance appropriate to the Consultant's profession, with limit no less than the sum of Two Hundred Fifty Thousand Dollars (\$250,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Five Hundred Thousand Dollars (\$500,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location.
- C. *Higher Limits.* If the Consultant maintains higher limits than required under this Agreement, then the City shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.
- D. *Other Insurance Provisions*

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

1. *Additional Insured Status*

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

2. *Primary Coverage*

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

3. *Notice of Cancellation*

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

4. *Waiver of Subrogation*

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

5. *Deductibles and Self-Insured Retentions*

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

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

6. *Acceptability of Insurers*

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

7. *Claims Made Policies*

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

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

work and at all times thereafter until the applicable statute of limitations runs.

8. *Verification of Coverage*

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

9. *Subconsultants*

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

10. *Special Risks or Circumstances*

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

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

12. INTENT:

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

13. WYOMING GOVERNMENTAL CLAIMS ACT:

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

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

14. NO THIRD PARTY BENEFICIARY RIGHTS:

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

IMS Quote for Professional Services

IMS

Infrastructure Management Services

IMS Infrastructure Management Services
1820 W. Drake Dr. Ste. 104, Tempe, AZ 85283
Phone: (480) 839-4347 Fax: (480) 839-4348
www.imsanalysis.com

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

Date: October 26, 2018

From: Jim Tourek, West Region Client Services Mgr.

Project: Casper, Wyoming

Subject: Pavement Management Services

Project No:

IMS Infrastructure Management Services is the premier pavement management firm in the Rockies as we have completed projects in Casper (pre-2006), Riverton, Cheyenne, Lander, Sheridan and Natrona County, WY; Pocatello, ID; Fort Collins, Grand Junction, Denver, CO; and many others. With 50 – 60 pavement management assignments completed annually, we stand second to none in our ability to establish cost effective maintenance management programs using industry standard deliverable formats such as Interactive Excel Spreadsheets,



GIS geodatabases, simple to use Google Earth KML mapping files, and even 3rd party pavement management systems such as MicroPAVER, Lucity, and many others.

The primary objective of a typical project is to provide the City with the tools, skills, and information to manage their roadway network in the most cost effective manner that provides the ratepayers of Casper with the optimal blend of level of service and annual expenditures. To accomplish this goal, IMS Infrastructure Management Services will conduct field surveys utilizing **ASTM D6433** protocols that will provide a solid understanding of the status and needs of the roadway network. IMS will mobilize one of four Laser Road Surface Tester (RST) for the surface distress surveys network wide. The data will then be harnessed to develop comprehensive multiple-year street rehabilitation plans that optimize pavement quality and minimize annual expenditures. The rehabilitation plans are developed using Priority Weighting Factors that are customized to meet the needs of City staff and optimized using cost benefit techniques.

Our approach, and key service differentiator, is based on three, time proven fundamentals:

Answer the questions that are being asked – don't over-engineer the system or make it needlessly complicated. Databases and the application of technology are meant to simplify asset management, not make it more difficult.

Service and quality are paramount to success – the right blend of technically correct data, condition rating, and reporting will provide the agency with a long-term, stable solution. Service to the Client remains our top priority.

Local control and communications are key – it is important that all stakeholders understand the impacts of their decisions and have the system outputs react accordingly. We excel in making ourselves readily available.

Data Collection

IMS is unique to the industry, as an objective and repeatable data collection effort will be completed. The Laser RST will be used to perform a surface condition assessment of all City streets. Instead of using the subjective feet on ground or windshield sampling method, all data will be collected continuously and recorded in 100-foot intervals in the form of a detailed database complete with GPS coordinates. The data will also be aggregated to the section level, following the sectioning and referencing methodology determined after IMS and City review.



GIS and Pavement Management Linkage

The role of GIS in pavement management cannot be overstated. It is a powerful tool that provides the capability to handle and present vast amounts of data in an efficient manner. IMS can provide a link between the City's GIS program and the pavement management data to enable the City to display and generate color-coded maps based upon existing pavement conditions, street rehabilitation plans or most of the data developed as a part of the pavement management program. An output of such a plot is illustrated in the adjacent image.



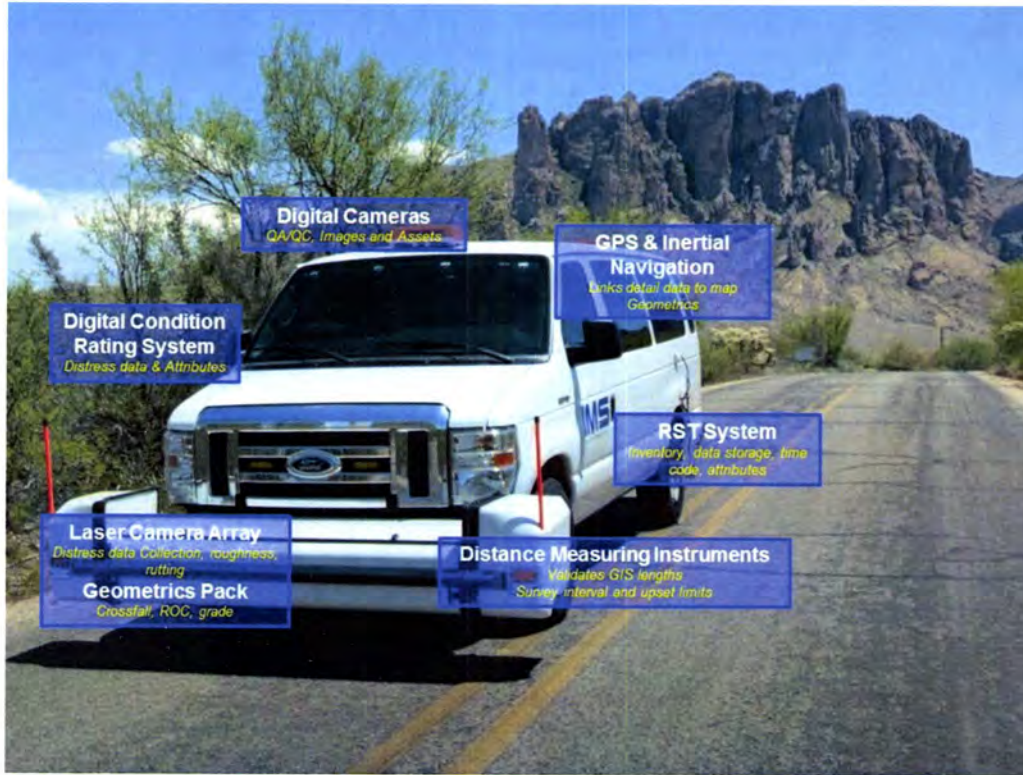
Digital Images and Right of Way Asset Data Collection

While the RST is traversing the roadway, up to 7 HD digital cameras can be mounted inside the RST to collect images of the pavement and right of way assets. The following views are typically captured; driver front (forward view), passenger front (ROW view), and driver rear (adjacent ROW view). Additional views can be mounted if deemed necessary by the City. All video is processed in-house and developed as an image library at 25-foot intervals for use in QA/QC and for development of the right of way asset inventories.



A Closer Look at the Laser RST Configuration

The following diagram illustrates the full configuration of the RST for ASTM D6433 data collection assignments. The RST is operated by three highly trained technicians.



Laser Camera Array (LCA)	11 laser sensors that objectively quantify pavement cracking, texture, rutting, roughness, cross fall, crown, grade, and radius of curvature. The lasers collect data in a severity and extent format that conforms to ASTM D6433 protocols.
Digital Cameras	The Laser RST can be mounted with up to 7 HD digital cameras depending on each project's unique requirements. Digital images are largely used for many purposes: data validation, virtual drive deliverables to clients, and right-of-way asset inventory development.
GPS Acquisition	GPS technology is coupled with inertial navigation to enhance the acquisition of accurate longitude and latitude coordinates. Municipal agencies are becoming GIS centric and thus all data must be georeferenced for plotting in a GIS environment.
Distance Measuring Instruments (DMI)	Dual DMI pulse transducers that accurately collect and report vehicle distance and speed. The distance data is integrated with the inventory, GPS data flow, and time code.
Hardware & Storage	The Laser RST is equipped with multiple servers and computers that store the data collected from the lasers, cameras, GPS, and touch-screen event board.
Digital Direct Condition Rating System (DDCRS)	The touch-screen event board allows IMS to collect a wide range of data from pavement distresses to the validation of pavement attributes. The touch-screen event board can be configured in any manner we desire and conforms to the ASTM severity and extent data collection protocols. This is also used for unique asset attribute identification.

ASTM D6433 Pavement Distress Details:

Roughness – Dual wheel path International Roughness Index (IRI) data is calculated in real time from continuous longitudinal profile data collected by the RST. Data is simultaneously obtained from three devices to determine the road profile; a pulse transducer based distance-measuring instrument (DMI), laser sensors operating at 32 kHz, and an accelerometer in conformance with ASTM E 950. Each of our RST units conform to a Class I profiling



device and are equipped with laser sensors and accelerometers in both wheel paths so that ¼ car IRI calculations can be performed for each wheel path. The RST can also “pause” over non-valid roadway sections such as localized maintenance activities and not affect the overall IRI value.

Rutting – Wheel track rutting is calculated in real time from transverse profile data collected by the RST. Each of our RST units is equipped with 11 laser cameras that fire simultaneously to collect continuous - transverse profile data at 4-inch intervals at highway speed. This configuration is far superior to other types of vehicles that utilize three lasers or sonic transducers to calculate “relative rutting”. Even five sensor units are extremely sensitive to driver error since it is essential in this case that the driver keep the data collection vehicle's wheel exactly in the rutted wheel tracks (assuming that they fit).

The wire method is used to calculate the rut depth in both the right and left wheel track on essentially a continuous basis. Either the right or deeper of the two-wheel path ruts may be used for rut depth calculations with the average rut depth for that wheel path reported for each section. *Rut depth results, quantified by 3 - 4 severity thresholds (with break points at user-defined levels such as 0.25, 0.50 and 0.65 inches) and percentage of section will be provided for every segment.*

Cracking, Faulting, & Texture – The RST allows IMS to conduct an objective crack survey, thus increasing the accuracy of an otherwise subjective manual survey. High-speed lasers and an on-board processing computer, accurately measure the surface profile of the road. Included in this profile are all cracks and faults as small as 1/8" (2 mm) wide that pass beneath the lasers. Processing software then reduces and filters this information to determine the *total number of cracks, crack width, as well as the crack interval*, plus faulting information. From this information, quantified crack data can be determined at both the survey and summary intervals.

IMS collects transverse, longitudinal, alligator, map, and edge cracking data by extent and severity though the use of high-speed lasers and digital collection rating systems (DCRS).

Distortions, Raveling, Potholes, Scaling, Spalling, Lane Drop Off & Other ASTM D6433 Distresses – RST platform can be configured to collect nearly any pavement distress, attribute, or other associated data using a Digital Collection Rating System (DCRS). By means of a touch screen based tablet computer, highly trained IMS technicians input changes in observed distress severities and extents, or identify specific roadway assets or attributes. The DCRS is integrated into the data flow through time code, GPS, DMI distance and inventory control.

City of Casper
Pavement Management Services

Software Enhancement Tool - Easy Street Analysis Spreadsheet

While the results of the survey will certainly be documented and bound into a final report that illustrates the findings of the survey, it is imperative that City staff have access to the pavement condition and analysis results without having to become software experts. While IMS is a leading expert with most 3rd party pavement management applications such as MicroPAVER, we have engineered a simple, easy to use, Excel spreadsheet that utilizes the core metrics of any great pavement management system such as the ability to prioritize and optimize the multi-year plans. This is how we can introduce IRI, structural integrity, logical projects, custom priority weighting factors (PWF), and cost benefit techniques into a typical assignment.

The IMS interactive Excel spreadsheet will be programmed to develop a multi-year maintenance and rehabilitation plan using "cost of deferral" as a rehabilitation candidate selection constraint in an effort to introduce cost-benefit techniques into the City's pavement management plan. In addition, the Excel spreadsheet will have referenced deterioration curves for each functional classification, pavement type, and even pavement strength rating. The power of having the data in such an open architecture fashion allows the City to continue maintaining a third party application, if desired. The spreadsheet will also contain a full suite of maintenance and rehabilitation techniques, unit rates, and associated PCI resets. The parameters of the analysis (Priority Weighting Factors) can also be modified and re-prioritized on the fly. This will allow the City's data to evolve with the priorities of elected officials and department staff. Programmed priority weighting factors include functional classification, pavement type, and pavement strength while actual candidate selection is based on the incremental cost of deferral.

As seen in the image below, the analysis data in the spreadsheet is supplemented with many cells highlighted in yellow. The yellow highlighted cells simply indicate that they are "HOT" and can be modified by the end user. Two of the yellow cells below represent the Annual Budget and the Project ID. The Annual Budget cell can be modified with a new budget and the 5-year plan will automatically re-prioritize on the fly. While IMS will have already aggregated the City's segments (intersection-to-intersection) into viable projects (multiple segments strung together to form a logical project), the user has the ability to aggregate additional segments into a project or even remove a segment from a project without having to become an expert.

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City of Casper, WY
 Infrastructure and Capital Budget

Project ID	Segment	Year	Cost	...
1
2
...
100

**City of Casper
Pavement Management Services**

The spreadsheet also allows an agency to re-refresh the 5-year plan by entering the maintenance and rehabilitation work completed. As seen in the image below, the spreadsheet is supplemented with "PCI Override" functionality. When work is completed on a particular segment, the user simply inserts the override PCI value along with a date. The spreadsheet then removes the segment from the 5-year plan and updates all referenced network PCI averages.

Pavement Condition Summary

									Today: 3/30/2015
PCI: 76									Current Network PCI: 74
Surface Distress Index (SDI)	Roughness Index (RI)	Pavement Condition Index (PCI)	PCI Survey Date	Strength Rating	Condition Rating	Load Associated Deducts (LADD)	Non-Load Associated Deducts (NLAD)	PCI Override	PCI Override Date
74	53	67	6/1/2014	MOD	Good	0	0		
55	63	57	6/1/2014	MOD	Fair	27	18		
70	63	68	6/1/2014	MOD	Good	19	10		
									Current PCI
									66
									55
									66

Other features of the IMS Easy Street Analysis spreadsheet are as follows:

- Red triangle tips that trigger a dialogue box explaining cell contents.
- Ability to add new road segments and attributes on the fly.
- Modifiable distress indices for City field inspections.
- Input work completed and override segment level PCI scores.
- Prioritize by neighborhoods, zones, or districts.
- Ability to modify project lengths – includes aggregating and splits.
- Commit projects and force "Must Do's" or "Must Never Do".
- Program varying annual budgets over a 5-year horizon.
- Commit a percentage of the budget to surface treatments if desired.
- Automated rehab plan prioritization and optimization.
- Macros that automatically sort and filter simple rehab and inventory lists.
- Ability to sync the spreadsheet with a Data Viewer through a .CSV file export.

While the spreadsheet is not meant to replace pavement management systems, it is an alternative for agencies that do not have the resources or staff to maintain a dedicated application or for agencies that run an application that is unable to prioritize and optimize to meet their needs.



Scoping Quote for Professional Services

To: Andrew Beamer, P.E., Public Services Director **Date:** October 31, 2018
From: Jim Tourek, West Region Client Services Mgr. **Project:** Casper, Wyoming
Subject: Citywide Pavement Condition Index Survey **Project No:**

Thank you for taking the time to review this quotation for pavement data collection services offered by IMS Infrastructure Management Services. IMS excels at providing pavement and asset management solutions and can provide a full suite of data collection and pavement management services.

Proposed Project Budget

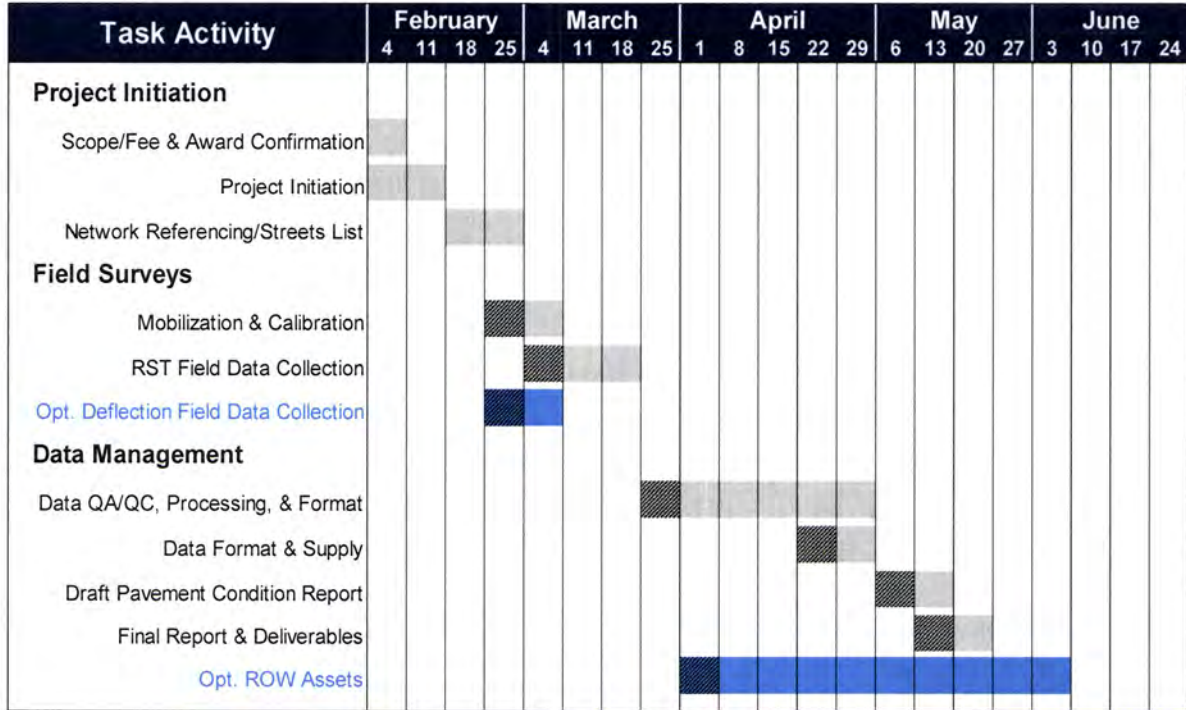
The detailed budget presented below is based on the IMS work plan and deliverables. It represents a realistic budget to complete the work, and we are confident we can maintain an on-time, on-budget approach to the assignment.

2019 City of Casper - Pavement Management Services					
Task	Activity	Quant	Units	Unit Rate	Total
Project Initiation					
1	Project Initiation & Set Up	1	LS	\$3,000.00	\$3,000.00
2	Network Referencing & GIS Linkage	420	T-Mi	\$16.00	\$6,720.00
3	Network Inventory Checks & Survey Map Development	420	T-Mi	\$7.50	\$3,150.00
Field Surveys					
4	Mobilization/Calibration	1	LS	\$3,000.00	\$3,000.00
5	RST Field Data Collection (2-pass Arterials & Collectors; 1-pass Remaining)	420	T-Mi	\$105.00	\$44,100.00
Data Management					
6	Pavement Data QA/QC, Processing & Format (Spreadsheet & GIS Maps)	420	T-Mi	\$12.50	\$5,250.00
7	Pavement "Easy Street" Analysis, Budget Development & Report	1	LS	7,500.00	\$7,500.00
	a. "ESA - Easy Street Analysis" Pavement Management Spreadsheet Software			Included in Base Activities	
	b. Customizable Prioritization & Cost-Benefit Analysis			Included in Base Activities	
	c. Log Presence of Sidewalks/Curbs (Estimates)			Included in Base Activities	
	d. Online ESA Spreadsheet Training			Included in Base Activities	
8	Project Management	1	LS	5,272.00	\$5,272.00
9	Collection of GPS, crossfall, radius of curvature, and grade			Included in Base Activities	
10	"Easy Street" Spreadsheet - License & Ongoing Maintenance Fee	1	LS	\$0.00	\$0.00
Project Total:					\$77,992.00

Optional Service Items and Activities					
11	Software Evaluation Needs Assessment	1	LS	\$1,750.00	\$1,750.00
12	Collection of Digital Images at 20-25' Intervals	420	T-Mi	\$12.00	\$5,040.00
13	Dynalect Mobilization	1	LS	\$3,000.00	\$3,000.00
	a. Deflection Testing: 2-pass Arterials & Collectors only	160	T-Mi	\$145.00	\$23,200.00
	b. Traffic Control/Deflection Testing (City to provide; IMS Est. 64 Hrs.)	0	HR	\$135.00	\$0.00
14	Right of Way Assets Data Collection (GPS & Camera Configuration)	420	T-Mi	\$17.50	\$7,350.00
	a. Sign & Support Database Development	420	T-Mi	\$100.00	\$42,000.00
	b. Sidewalk Database Development	420	T-Mi	\$50.00	\$21,000.00
	c. ADA Ramp & Compliance Survey	420	T-Mi	\$60.00	\$25,200.00
	d. Curb & Gutter Database Development	420	T-Mi	\$50.00	\$21,000.00
	e. Street Lights Database Development	420	T-Mi	\$50.00	\$21,000.00
	f. Markings & Striping Database Development	420	T-Mi	\$60.00	\$25,200.00
	g. Guard Rail Database Development	420	T-Mi	\$40.00	\$16,800.00
	h. Cattle Guard Database Development	420	T-Mi	\$40.00	\$16,800.00
15	IMSVue/ Amazon Web-hosted Viewer (includes Tech Support)	1	LS	\$7,000.00	\$7,000.00
	a. IMSVue - 3 Years Annual Maintenance Fee			Included in Viewer Cost	
16	City Council Presentation	1	LS	\$3,500.00	\$3,500.00
17	Additional or Specialty Maps for Reporting (Beyond Typical 2 Sets)	1	EA	\$150.00	\$150.00
18	Additional Onsite Meetings	1	EA	\$3,500.00	\$3,500.00
19	Additional Hard Copies of the Final Report (>3 Sets Included)	1	EA	\$175.00	\$175.00
20	Functional Class Review	1	LS	\$1,500.00	\$1,500.00
21	GIS Clean-up Services	8	HR	\$175.00	\$1,400.00

City of Lander
Citywide Pavement Condition Index Survey

The approximated elapsed time for the City of Casper field surveys are estimated at **2 weeks** for the RST testing. IMS has the available staff, equipment, and resources to manage a timely project for the City of Casper. With a NTP to January or sooner, IMS would commence field surveys in March and deliver data for review by the end of April. The Final Report would be completed in May of 2018. If asset databases are added the completion will extend by one month.



Thank you for your interest in retaining IMS as your pavement management specialists. We will continue to strive to be an asset and extension of the Casper staff and team. If any questions arise please do not hesitate to contact me at (480) 462-4030 or jtourek@imsanalysis.com.

Regards,

IMS Infrastructure Management Services



Jim Tourek
 West Region Manager of Client Services

RESOLUTION NO.18-261

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH IMS INFRASTRUCTURE MANAGEMENT SERVICES FOR SURVEYING AND REPORTING SERVICES FOR THE CITYWIDE PAVEMENT CONDITION INDEX SURVEY, PROJECT NO. 18-094.

WHEREAS, the City of Casper desires to secure an engineering firm to provide surveying and construction administration services for the Citywide Pavement Condition Index Survey, Project No. 18-094; and,

WHEREAS, IMS Infrastructure Management Services is able and willing to provide these professional services.

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 with IMS Infrastructure Management Services, for the engineering services more specifically delineated in the contract for professional services.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions, using appropriate funds, throughout the project as prescribed by the agreement, for a total amount not to exceed Seventy-Seven Thousand Nine Hundred Ninety-Two Dollars (\$77,992.00).

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2018.

APPROVED AS TO FORM:

(Citywide Pavement Condition Index Survey, Project No. 18-094)





ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Ray Pacheco
Mayor

11/15/18

MEMO TO: J. Carter Napier, City Manager 
FROM: Tom Pitlick, Financial Services Director 
SUBJECT: Release of Local Assessment District (LAD) Liens

Meeting Type & Date
Regular Council Meeting
December 4, 2018

Action Type
Resolution

Recommendation
That Council, by resolution, authorize the release of Local Assessment District (LAD) lien on the properties listed on Exhibit 1, dated October 29, 2018.

Summary
The lien amount against the properties listed, on Exhibit 1, has been paid. The exhibit contains the following Instrument numbers: 695446 and 901815. In order to remove this encumbrance on the title of the real property, it is necessary that the City of Casper release this secured instrument.

Financial Considerations
No financial consideration.

Oversight/Project Responsibility
Connie Arnold, Finance Supervisor

Attachments
A prepared resolution for Council's consideration.
Exhibit 1 – LAD Lien Release Information.
Cover letter to Natrona County for LAD Release 12/4/18

LAD LIEN RELEASE INFORMATION

DATE	LAD DISTRICT	ADDITION	BLOCK	LOT	PROPERTY OWNER	PROPERTY ADDRESS	INSTRUMENT NUMBER
10/29/2018	153	FT CASPER ADDITION	0	255	HOFFMAN, GENE ANN TRUSTEE	1534 KEARNEY AVENUE	695446
10/29/2018	153	FT CASPER ADDITION	0	271	SUCHER, CHARLES L	1437 BRIGHAM YOUNG AVENUE	695446
10/29/2018	156	WESTWOOD #2	0	319 S58.6; 320 N 7	LEE, BRUCE D	1634 FREMONT AVENUE	901815
10/29/2018	156	WESTWOOD #2	0	412 S 5; 413 N 55	LEE, BRUCE D	1808 BRIGHAM YOUNG AVENUE	901815
10/29/2018	156	WESTWOOD #2	0	416-417 PT	LEE, BRUCE D	1815 BRIGHAM YOUNG AVENUE	901815
10/29/2018	156	WESTWOOD #2	0	521	ARNER, RICHARD J	1934 FREMONT AVENUE	901815
10/29/2018	156	WESTWOOD #2	0	529	MC INTOSH, RANDALL	1830 FREMONT AVENUE	901815

EXHIBIT 1

LAD Lien Release Information

December 4, 2018

Natrona County Clerk
200 North Center
Casper, WY 82601

Re: Instrument Numbers: 901815 and 695446

Enclosed is a one page document (Exhibit 1) with owner(s') name and the legal description of properties for which the LAD (Local Assessment District) obligation is paid in full.

The Casper Wyoming City Council on December 4, 2018, per the attached resolution, authorized the removal of the liens from the listed properties on Exhibit 1.

Also enclosed are seven (7) original Release of Liens for the properties listed on Exhibit 1.

Please file the original Release of Liens.

Thank you for your assistance,

Fleur D. Tremel, City Clerk

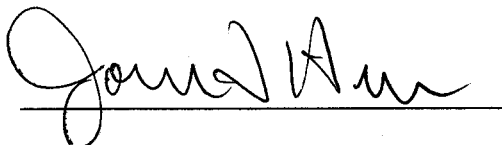
RESOLUTION NO.18-262

A RESOLUTION AUTHORIZING RELEASE OF LOCAL ASSESSMENT DISTRICT LIENS.

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 Lien Release for the real properties as itemized therein (attached as Exhibit 1), all as located in Local Assessment District 153 and 156.

PASSED, APPROVED, AND ADOPTED this ___ day of _____, 2018.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Ray Pacheco
Mayor

November 29, 2018

MEMO TO: J. Carter Napier, City Manager *JCN*
FROM: Tim Cortez, Parks and Recreation Director *TC*
Christopher Smith, Ski Area Superintendent
SUBJECT: Authorizing an Agreement with Hogadon Basin Snowsports School for the Operation of Ski and Snowboard Lessons at Hogadon Basin Ski Area.

Meeting Type & Date
Regular Council Meeting
December 4, 2018

Action type
Resolution

Recommendation
That Council, by resolution, authorize a lease agreement between the City of Casper and Hogadon Basin Snowsports School, for the operation of ski and snowboard lessons at Hogadon Basin Ski Area.

Summary
For many years, this lease agreement has provided the public with ski and snowboard lesson service at Hogadon Basin. It is designed to increase and improve the use and enjoyment of the ski area and provide a seasonal revenue source for the City. This feature of the ski area is considered essential and has been operated by a number of different entities.

There were two proposals put forth for the service and this lease was selected because of two main factors. The first factor was based on the ability of this group to provide the end product for the community. This group exhibited the necessary knowledge to deliver a quality product. The second factor was the possible revenue associated with their proposal. The Hogadon Snowsports School will give all associated profits of the school to the City of Casper. This would be in addition to the \$1500 a year in rent, which is guaranteed to the City. The term of the lease would be three years.

Financial Considerations
The lease would be \$1500 annually to the City.
All profits after expenses would be turned over to the City.

Oversight/Project Responsibility
Tim Cortez, Parks and Recreation Department Head
Christopher Smith, Ski Area Superintendent

Attachments
Resolution
Lease Agreement

PROFESSIONAL SERVICES AND LEASE AGREEMENT

THIS LEASE AGREEMENT is entered into this _____ day of _____, 2018, by and between the HOGADON BASIN SNOWSPORTS SCHOOL, P.O. Box 2045, Casper, Wyoming, hereinafter referred to as "HBSS", "Lessee", and/or "Tenant". The CITY OF CASPER, a Municipal Corporation, 200 North David Street, Casper, Wyoming, hereinafter referred to as "City", "Landlord", or "Lessor".

WITNESSETH:

WHEREAS, City is the owner of the Hogadon Basin Ski Area and desires to retain the services of HBSS for the purpose of providing the general public with ski instructions at the Hogadon Basin Ski Area; and,

WHEREAS, HBSS is an organization whose purpose is to provide ski instructions to the general public and who desires to perform the services for the City as herein set forth.

NOW, THEREFORE, in consideration of the mutual agreements hereinafter contained, and subject to the terms and conditions hereinafter stated, IT IS HEREBY UNDERSTOOD AND AGREED by the parties hereto, as follows:

HBSS agrees to furnish ski instruction services during the course of the 2018-2021 ski seasons to the best of its ability, in such a manner as to serve the best interests of the City and the general public.

City agrees to supply the following facility for the use of the HBSS at Hogadon Ski Area, said facility to be subject to use by the City at any time to the exclusion of Ski School. City will use its best efforts to insure the facility used by HBSS is not in conflict with uses made by City. Said facility at Hogadon Basin Ski Area which may be used by HBSS include the following: 1) all available open ski runs, 2) up to two ski lift devices, and 3) meeting place and facility for instructors.

1. LEASED PREMISES:

On the conditions described herein, Landlord does hereby agree to lease to Tenant, and Tenant does hereby agree to take from Landlord for the term hereinafter provided and any renewals thereof a minimum of 800 square feet within the Hogadon Basin Ski Area Lodge and designated by the Landlord, suitable for ski and snowboard lessons and staff storage. Tenant may not sublease the premises without written consent of the Landlord.

2. LEASE TERM:

The term of this lease shall be for a period of three (3) years, with an actual occupancy of twelve (12) months in each season commencing on the 1st day of January, to and including the 31st day of December, unless sooner terminated as hereinafter provided. Provided, however, the

HBSS shall have the option to renew the agreement annually for an additional three (3) seasons, under the same terms and conditions as herein set forth, by giving the City a ninety (90) day written notice of its intent to exercise each option prior to the beginning of an agreement term or any renewals thereof. The HBSS agreement term renewal will be administratively renewed by the City at the City's discretion. City shall notify HBSS in writing within thirty (30) days of receipt of the notice of intent to renew whether the City accepts or rejects the renewal. The HBSS is permitted to store equipment in the leased location for the duration of the lease.

3. RENT:

Tenant shall pay to Landlord a guaranteed yearly sum of Fifteen Hundred Dollars (\$1,500.00) rent for 800 sq. feet located slope side in the new Hogadon Lodge. In addition, Tenant agrees to pay all profits after expenses to the Landlord. Payment shall be payable to City at 200 North David Street, Casper, Wyoming, 82601 and due April 15th of each year of the lease. If HBSS fails to make payment in a timely manner, in addition to the amount otherwise due, HBSS shall pay a penalty equal to five percent (5%) of the amount otherwise due, together with interest at the rate of eighteen percent (18%) per annum on the total due, from the due date, until paid in full.

4. INSTRUCTORS AND PERSONNEL:

The HBSS shall have and maintain a properly identified representative available in the school area from 8:00 a.m. to 4:30 p.m. during regular, full-day operations. All instructors shall be identified by HBSS passes and uniforms as determined by the Director of the SnowSports School. HBSS shall maintain a current file of the names, addresses, and telephone numbers of all instructors and personnel at the HBSS facility, and shall allow City to inspect the same at the discretion of the City. All HBSS instructors and personnel will be subjected to a background check, within two (2) weeks of hire date.

The HBSS represents that it has, or will secure, all instructors, personnel, and equipment required in performing the services under this lease agreement. All of the services required hereunder shall be performed by the SnowSports School, and all instructors and personnel engaged in work shall be fully qualified.

HBSS shall enact and enforce the following policies for its officers, agents, employees, contractors, and other personnel:

Boundary Policies:

Reduce the opportunity for abuse allegations by directing employees and volunteers on boundary by having and enforcing the following policies:

- a) A written policy describing appropriate and inappropriate verbal and physical interactions between adults and children.
- b) A written policy outlining appropriate electronic communications between adults and children.
- c) A written policy managing one-on-one interactions between adults and youth.

d) A written policy on appropriate interactions outside of regularly scheduled program activities.

Supervision Policies:

Reduce the opportunity for abuse and abuse allegations by having and enforcing the following monitoring and supervision policies:

- a) A written policy defining the supervision of staff at all times.
- b) A written policy managing high-risk activities, including monitoring bathrooms and secluded areas and ensuring there are no possibilities for unauthorized one-on-one situations.
- c) A written policy managing transportation procedures, including maintaining appropriate ratios and monitoring procedures.

Background Checks:

Obtain multi-state, county-wide, in all counties lived in during past seven (7) years, and National Sex Offender Registry background checks for all employees and volunteers who work with children 18 years of age and younger, upon hire and every three years thereafter. These reports should be obtained as part of the pre-employment screening before hire and every three years thereafter. A process needs to be in place to ensure that all reports have been obtained, evaluated and maintained in the personnel file.

For those applicants below the age of 18, then background checks may not be available; therefore, at least two (2) qualified personal reference checks should be obtained.

5. INSURANCE AND DAMAGE:

City shall keep the rented portion of the building, of which the demised premises are a part, insured against loss or damage by fire or other casualty. In the event the demised premises are damaged or destroyed by fire or other causes not directly attributable to the negligence of SnowSports School, then City shall forthwith proceed with due diligence or repair and restore the same to the same condition as existed before such damage or destruction; provided, however, that in the event that the demised premises are damaged or destroyed by fire or other causes to the extent that, in the opinion of the City, it would not be feasible to repair or rebuild the demised premises, the City may, at its option, terminate this Lease, instead of rebuilding and repairing the demised premises. If, because of fire or other cause, the demised premises are rendered untenable, then the rent shall abate until the premises are restored to their former condition.

In the event that the premises are rendered untenable by virtue of fire or other casualty, the City must elect within fifteen (15) days of such fire or other casualty to restore said premises or terminate said lease agreement, as above provided, and shall give HBSS written notice of such election within said fifteen (15) day period. In the event City elects to rebuild the demised premises, then within fifteen (15) days after the fifteen (15) day period, it shall commence such restoration and prosecute the same with due diligence. In the event that City fails and neglects to notify HBSS within such fifteen (15) day period, then HBSS may, at its option, terminate this lease by giving City written notice thereof. HBSS shall insure all of its property on the demised

premises and will hold harmless and indemnify City against any loss, cost, or damages to said property.

Prior to commencement of work, HBSS shall procure and at all times maintain with insurer acceptable to the City, the following minimum insurance protecting the HBSS and City against liability from damages because of injuries, including death, suffered by persons, including employees of the City, and liability from damages to property arising from and growing out of the HBSS's negligent operations in connection with the performance of this Contract.

Lessee shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Lessee's operation and use of the leased premises. The cost of such insurance shall be borne by the Lessee.

Coverage shall be at least as broad as:

Commercial General Liability (CGL):

Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than the sum of Two Hundred Fifty Thousand Dollars (\$250,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Five Hundred Thousand Dollars (\$500,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location. The CGL policy shall be endorsed to contain Employers Liability/Stop Gap Coverage.

Workers' Compensation as required by the State of Wyoming with Statutory Limits.

Higher Limits:

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

Property insurance against all risks of loss to any tenant improvements or betterments, at full replacement cost with no coinsurance penalty provision.

If the Lessee maintains broader coverage and/or higher limits than the minimums shown above, the Entity requires, and shall be entitled to, the broader coverage and/or higher limits maintained. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.

Other Insurance Provisions:

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

Additional Insured Status:

The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Lessee, including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Lessee's insurance at least as broad as ISO Form CG 20 10.

Primary Coverage:

For any claims related to this contract, the Lessee's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Lessee's insurance and shall not contribute with it.

Notice of Cancellation:

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

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

Acceptability of Insurers:

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

Self-Insured Retentions:

Self-insured, retentions must be declared to and approved by the City. At the option of the City, either: the Lessee shall obtain coverage to reduce or eliminate such self-insured retentions as respects the City, its officers, officials, employees, and volunteers; or the Lessee shall provide a financial guarantee satisfactory to the City, guaranteeing payment of losses and related investigations, claim administration, and defense expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

Verification of Coverage:

Lessee shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language providing the insurance coverage required above. All certificates and endorsements are to be received and approved by the City before work commences.

However, failure to obtain the required documents prior to the work beginning, shall not waive the

Lessee's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

Waiver of Subrogation:

Lessee hereby grants to City a waiver of any right to subrogation which any insurer of said Lessee may acquire against the City by virtue of the payment of any loss under such insurance. This provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

Special Risks or Circumstances:

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

6. FINANCIAL RECORDS:

HBSS shall, on or before thirty (30) days after the close of the HBSS for each of the 2018-2021 ski seasons, submit to the City, a detailed financial statement showing the gross receipts and expenses with respect to all business done by it at the Hogadon Ski Area for that ski season. The City and its agents shall have the right to inspect and examine such records, books, and other data relating to the operation of the Ski School, in order to insure compliance with this agreement.

7. TICKETS:

Lift ticket handling and sales will be run by Hogadon Basin Ski Area Skier Services entirely.

8. TICKET PRIVILEGES:

A. HBSS instructors shall be allowed lift privileges while actively employed as instructors. Said lift privileges shall be valid for so long as the HBSS is in operation during the 2018-2021 ski seasons. HBSS Director shall notify City Hogadon Basin Ski Area staff immediately when an instructor is no longer actively employed as to warrant lift privileges, and when an instructor is added to the actively employed list of instructors. All City issued Hogadon Basin season passes are valid contingent on an individual's good standing with all of Hogadon's staff, affiliated service and user groups.

B. Pass holders agree to conform to all ski area rules and regulations in order to maintain a valid Hogadon Basin season pass. Pass holder's ski pass will be immediately revoked upon pass holder's termination from employment, failure to meet job responsibilities, violations of skier

responsibility code, or terrain park rules. Upon termination, the pass holder agrees to immediately return revoked ski pass to Hogadon Basin Ski Area Management.

9. UTILITIES:

The Landlord shall, at its own cost and expense, provide a City of Casper phone upon the leased premises, and shall pay as and when due all utility charges. Lessee will provide their own internet connection and equipment. Lessee will provide any computer and related equipment to be placed at the skier service counter so Hogadon Basin Staff may assist in sales and booking for the HBSS.

10. MAINTENANCE:

Tenant shall, during the term of this Lease or any renewals thereof, keep the leased premises and facilities in good order and repair, commensurate with operation of the Tenant's intended use of those premises and facilities, and as necessary to adequately protect clients, guests, invitees, and participants, and shall at his sole cost and expense, make any repairs necessary to the leased premises and facilities for these purposes. Upon request of the Tenant, and at the sole discretion of the Landlord, the Landlord may provide reasonable maintenance of the leased premises and facilities; however, the cost of said maintenance shall be paid by the Tenant. Notice of required maintenance may be made by Landlord and Tenant will abate the problem within seven (7) days, unless otherwise agreed in writing by Landlord.

Landlord shall, during the term of this Lease or any renewals thereof, perform major premises and facility repairs and maintenance to electrical, plumbing, heating, cooling, ventilation, water, sewer, irrigation, pump/well, sanitation, natural gas, lighting, general building, fencing, and general land area amenities and systems; in which each single incident of repair exceeds Two Hundred Dollars (\$200) per occurrence. Tenant shall be responsible for all minor maintenance and repairs to the premises and facilities, in the previously noted system and amenity categories, in which each single incident of maintenance or repair is Two Hundred Dollars (\$200) per occurrence, and less. Each party, except in the case of an emergency, shall inform the other, prior to the repair(s) required, of the location, nature, necessity, and quoted price of the repair(s) that are being made to the leased premises and facilities.

Landlord agrees to maintain and repair all entrance/egress doors, locks, and closures; and provide Tenant with two (2) keys to the leased premises.

11. DEFAULT AND SURRENDER OF LEASED PREMISES:

In the event Tenant shall fail to make any payment called for within fifteen (15) days after the same shall fall due, the Landlord may terminate this Lease by giving Tenant written notice of such termination; or, in the event the Tenant fails to perform any other obligations called for herein on his part to be performed, and upon receiving written notice of such deficiency by

Landlord, and upon Tenant's failure to cure such deficiency within fifteen (15) days after receipt of such notice; the Landlord may, by written notice to Tenant, terminate this Lease Agreement.

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

12. REIMBURSEMENT OF DEFAULT AND EVICTION EXPENSES:

Tenant shall pay and indemnify Landlord against all legal costs and charges, including attorney's fees, in obtaining possession of the leased premises and facilities after a default of Tenant in surrendering possession upon the expiration or early termination of the term of this Lease, or enforcing any covenant of the Tenant herein contained.

13. SURRENDER OF REAL PROPERTY AND FIXED ASSETS:

Tenant shall, at the expiration of the leased term or any renewal thereof, or on termination thereof, surrender the leased premises free of sub tenancies, liens, or other encumbrances, together with alterations or additions and improvements which may have been made thereon; except for temporary facilities or fixtures put in at the expense of the Tenant, or at the expense of any subtenant, subject; however, to the subsequent provisions hereof. All the property removable, pursuant to the provisions of this paragraph, shall be removed by Tenant at the expiration of the lease term, or any renewal thereof, and all property not so removed shall be deemed abandoned by the Landlord.

Landlord has the option to purchase all of the removable property (excluding equipment) that the Tenant has acquired for the operation of the leased premises and facility operations at the termination or expiration of this Lease (agreement). The purchase price shall be the fair market value of the assets at the time of termination or expiration of the Lease.

14. TERMINATION:

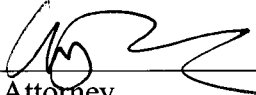
Each party included in this agreement has the right to terminate this Lease (agreement) by giving not less than thirty (30) days' written notice to the other party of such termination.

15. NOTICE:

Any notice by either party to the other shall be in writing and shall be deemed to be duly given only if delivered personally or if mailed by certified mail, postage paid, addressed to

Landlord at 200 North David Street, Casper, Wyoming, 82601 or Tenant at 543 South Center, Casper, Wyoming, 82601.

APPROVED AS TO FORM



City Attorney

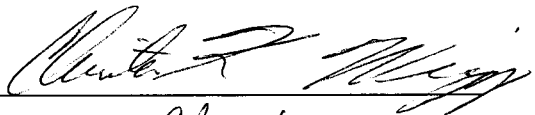
ATTEST:

Fleur D. Tremel
City Clerk

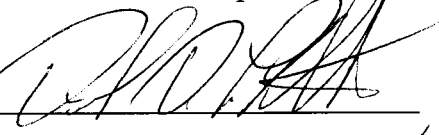
CITY OF CASPER, WYOMING
A Municipal Corporation

Ray Pacheco
Mayor

WITNESS

By: 

Printed Name: Christa K Wiggs
Title: Assistant City Clerk

Hogadon Basin SnowSports School
By: 

Printed Name: David J. LaPlante
Title: Snow Sports Dir

RESOLUTION NO.18-263

A RESOLUTION AUTHORIZING A LEASE AGREEMENT
BETWEEN THE CITY OF CASPER AND THE HOGADON
BASIN SNOWSPORTS SCHOOL.

WHEREAS, the City is the owner of the Hogadon Basin Ski Area; and,


WHEREAS, The City desires to retain the services of Hogadon Basin Snowsports
School for the purpose of providing ski instruction to the general public; and,

WHEREAS, The Hogadon Basin Snowsports School is an organization whose sole
purpose is to provide ski instructions to the general public.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF
THE CITY OF CASPER WYOMING: That the Mayor is hereby authorized and directed to
execute, and the City Clerk to attest, a lease agreement between the City of Casper and the
Hogadon Basin Snowports School, for the purpose of ski instruction to the general public, under
the terms and conditions more specifically delineated in the agreement.

PASSED, APPROVED, AND ADOPTED this ___ day of _____, 2018.

APPROVED AS TO FORM:






ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Ray Pacheco
Mayor

11/15/2018

MEMO TO: J. Carter Napier, City Manager 
FROM: Tracey Belser, Support Services Director 
Michael Szewczyk, IT Manager 
SUBJECT: Enhanced Endpoint Security Software

Meeting Type & Date
Regular Council Meeting
December 4, 2018

Action type
Minute Action

Recommendation
That Council, by minute action, authorize the purchase of the CrowdStrike Falcon Next Generation Antivirus subscription service in the amount of \$24,857.

Summary

In addition to firewalls and other devices needed to secure the perimeter of the City's network, it is also necessary to protect the endpoint client machines. Traditional antivirus products were designed to create fixes for each new virus or piece of malware, which could take days or weeks before all systems would be updated. This poses a serious problem when dealing with the fast pace of zero-day attacks and ransomware that can be deployed rapidly and impact systems before safeguards are available. Days or even hours can mean the difference between protection and infection.

A better more efficient way of protecting assets was necessary, which lead to the creation of Next-Generation Antivirus (NGAV) products. NGAV takes a system-centric view of endpoint security, examining every process on every system to algorithmically detect and block the malicious tools, tactics, techniques, and procedures on which attackers rely. Recognizing the need to migrate away from the traditional product, staff has been researching NGAV solutions over the past year and recently performed on-site tests of three products - CrowdStrike Falcon, Cisco Amp, and Sophos Intercept X. (The findings of each are listed below). Based on the internal evaluations, as well as references from the State of Wyoming IT department, staff's recommendation is to purchase the annual subscription of the CrowdStrike Falcon Next Generation Antivirus (NGAV) service

CrowdStrike

Pros

- Client software performed extremely well on workstations without degrading system performance

- Quick to deploy and provided an easy to use interface that allowed staff to identify and act quickly to any perceived threats
- Provides enhanced detection and remediation with detailed information documenting any event
- Provides a service called OverWatch, which consists of a dedicated team working 24/7 to find, investigate, and prioritize suspicious activities that might indicate an active attack
- Includes detailed reporting for the purpose of tracking an incident

Cons

- More expensive than Sophos, comparable to Cisco

Cisco Amp

Pros

- Easy to deploy with a comprehensive dashboard
- Integrates with City's firewall, providing additional documentation while tracking events

Cons

- Client software has a noticeable impact on system performance during file scans
- Workflow interface is cumbersome, requiring multiple steps to get a full understanding of the state of an endpoint or the issues being caused by malicious software
- More expensive than Sophos, comparable to CrowdStrike

Sophos

Pros

- Less expensive than Cisco and CrowdStrike

Cons

- Client software had the heaviest impact on workstation resources
- Although product deployment went well, removal of the client from workstations was challenging at best
- Multiple policy configurations creates undue complexity
- Research indicated lack of product development


Financial Considerations

Funding for the initial purchase of this service was budgeted in FY 19 from cash balances leftover from Capital Projects. Future years subscription costs will be budgeted within the IT Maintenance line item.

Oversight/Project Responsibility

Chad Edwards, Network Administrator

November 26, 2018

MEMO TO: His Honor, The Mayor, and Members of City Council
FROM: J. Carter Napier, City Manager 
SUBJECT: Amoco Reuse Agreement Joint Powers Board Appointments

Meeting Type & Date

Regular Council Meeting, December 4, 2018

Action Type

Minute Action

Recommendation:

That Council, by minute action, authorize the appointments of Terry Lane and James Belcher to the Amoco Reuse Agreement Joint Powers Board (ARAJPB).

Summary:

The ARAJPB has two (2) two openings on their board. The application period closed on November 14, 2018. This will be the first term for each of them, therefore they are eligible to apply for reappointment for an additional three (3) year term.

The ARAJPB is a joint City/County board which requires approval from both the City Council and the County Commissioners. The Commissioners have indicated they wish to appoint these gentlemen. This item is on the County Commissioners December 4, 2018, agenda for approval. Mr. Lane and Mr. Belcher would each be appointed for one (1) three (3) year term beginning January 1, 2019 and expiring December 31, 2021.

Financial Considerations:

No Financial Considerations

Oversight/Project Responsibility:

Amoco Reuse Agreement Joint Powers Board

Attachments:

Letter from ARAJPB Board Chairman
Appointment Request Letter from Terry Lane
Appointment Request Letter from James Belcher



**AMOCO REUSE AGREEMENT
JOINT POWERS BOARD**

2435 King Blvd, Suite 249
Casper, WY 82604
(307) 472-5591

renee@arajpb-casper.org

**SALT HEIGHTS
BUSINESS CENTER**

November 15, 2018

Dear City Council and County Commissioners,

Amoco Reuse Agreement Joint Powers Board (ARAJPB) officially has two openings for Board Members beginning in January 2019.

We fulfilled the obligation by posting the Board openings on the County and City Websites. The closing date that was determined for receiving applications was November 14, 2018. We accepted two promising applications from individuals. ARAJPB would be honored to accept both of the submitted applications; one from Terry Lane and the other from Jim Belcher.

If the City Council and the County Commissioners would prefer to forego the interview process for this Board, we would favor this action.

Please inform Renee Hahn at renee@arajpb-casper.org of your decision so she can proceed appropriately.

Thank you for your time and consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "Ben Schrader", written over a horizontal line.

Ben Schrader
Chairman
Amoco Reuse Agreement Joint Powers Board

Terry Lane

2321 Kingsbury Dr, Casper, WY 82609
307-259-9658 | TERRY@TERRYJLANE.COM

November 3rd, 2018

Re: Board Opening

I wish to apply for the Amoco Reuse Agreement Joint Powers Board (ARAJPB) upcoming board member position. I believe my background dealing with several projects in terms of planning, implementation, and management would be a great fit for this position. In addition, I believe my communication skills are a great asset which would work well with my reliability and dedication to the task at hand.

Recently I have changed positions from working remotely for a DC based contractor back to a full time Casper, WY based position with the goal of being more involved in the community. Casper is a beautiful place and I have lived here my entire adult life. I hope that I can make an impact in keeping Casper beautiful.

The Amoco Refinery Property made an amazing transformation many years ago when the Three Crowns Golf Course was built. In addition, I believe the commercial development of the Salt Creek Heights and Platte River Commons Business Parks are an excellent addition to the community for a wide variety of reasons.

Please note my attached resume and I hope that I can hear from someone soon to discuss my letter of interest and potential of serving on the board.

Yours sincerely,
Terry Lane

Terry Lane

2321 Kingsbury Dr. Casper, WY 82609 | 307-259-9658 | TERRY@TERRYJLANE.COM

CAREER SUMMARY

Throughout my career I have developed several innovative solutions for my employer. Each of these generated significant capital savings or revenue. Hard work, extra effort, great communications, and a do not fail attitude has set me apart from my colleagues. My IT, communication, organization, and management skills have been demonstrated as very strong. I am currently working based in Casper where I hope to become more involved in the community on various fronts as well as pursue a few passions that have been unattainable due to extensive work travel in previous employment.

EDUCATION

- Western Governors University, Salt Lake City, UT
 - Master of Business Administration – Information Technology Management | 2013
 - Bachelor of Science- Information Technology Management | 2009

AWARDS & ACKNOWLEDGEMENTS

- While at CACI I had a key role in the design and integration of an all hazards communication shelter which our government client loved so much that 7 more shelter sets were ordered immediately. Features of the communications module were a full studio and telemetry/SCADA system design to allow monitoring and control anywhere via a secure satellite network. This won me a very distinguished technical award within CACI.
- During 2012 I served on a board of directors for a committee that provided government advise on the national EAS system. I was the secretary of the board taking minutes during meetings and assisted with coordination of assets around the country.

EXPERIENCE

August 2018 – Current

Account & Project Manager | Manufacturing Works | Casper, Wy

Help Wyoming Manufacturers grow to their full potential. Using technical assistance, engineering solutions, general business assistance, marketing assistance, and financial assistance.

Highlights:

- While at Manufacturing Works in Casper I have created more new clients into our system exceeding expectations of our director.
- Find innovative ways to assist new manufacturing companies with various issues, problems, and other.

Jan 2013 – August 2018

Lead Engineer | CACI | Casper, Wy

Perform Operations & Maintenance for high power communications shelters throughout the US. Make various recommendations for shelter improvements and upgrades. Design and implement SCADA, hardware, and communications in new modernized modules.

Highlights:

- Modernized module SCADA development-I custom designed a SCADA system for control over closed satellite network and phone systems. Included a custom control screen that was easy to read.
- Modernized module design and planning-I designed all communications systems in the modernized modules and once a large order was placed by the client I developed and negotiated a BOM (bill of materials) that took advantage of volume purchasing to provide discounts for my employer and the client.
- Custom database-Upon noticing significant weaknesses in the team tracking software I spent personal time writing a custom database for fuel monitoring, SCADA tracking, and more.
- Fuel analysis-Upon finding 5 years of fuel sample analysis I combined all the various readings and put them into my database and performed analysis based upon several variables to determine storage longevity theoretical. Significant research into fuel was accomplished for this project and I developed a final white paper for the client.
- Statements of Work (SOW)-I developed several statements of work for generator installations, RF installation, fuel monitor installations, and more.

List of other tasks accomplished:

- Visio CAD experience, team travel budgeting and scheduling, research & implement new technology, site alarm monitoring, national EAS testing analysis, field equipment programming including generators/SNMP/phone couplers/security systems/fuel monitors and more. Generator maintenance and monitoring. Internal WIKI page maintenance, various white papers and reports, and field inspection of equipment. Travel & task budgeting, and more.

June 2010 – Jan 2013

Regional Engineering Manager | Townsquare Media | Casper, WY

Manage regional engineering and IT duties for multiple radio stations throughout Wyoming. Which included maintaining 50+ node network, keeping a local database of assets, reporting issues to management, and end user support of computers.

Highlights:

- Oversight of all electronics in 3 markets within Wyoming. Including 100+ IP nodes, servers, 11 full power radio transmitters, and all gear in between.
- Manage part time & contract engineering staff & budget to accomplish goals as necessary.
- Perform department budgeting, large capital purchases, and equipment replacement scheduling.
- Developed a custom audio software package that integrated into existing radio automation software. This software system I created automated several processes that were previously human tasks occupying 40-60 hours per week of labor. It provided significant resource savings and was later implemented in several TownSquareMedia markets and is still being used today.

List of other tasks accomplished:

- Site telemetry readings/measurements/calibrations, electronic diagnostics and repairs, server maintenance, SCADA system monitoring & installation, reports to management, server maintenance, user PC maintenance & repairs, software used includes XP/Windows 7 & 10/Server 2003 & 2008, virtual server maintenance, SQL database work, MS Access, EAS duties, chief operator duties, FCC compliance monitoring, generator maintenance, studio installation.

April 2000 – June 2010

Chief Engineer/ Manager/ Operations Manager | Wyomedia Corp. | Casper, WY

Manage all broadcast operations for statewide operations of CBS, ABC, and Fox broadcast affiliates. Facilities include studio operations and approximately 25 statewide locations. Studio operations include camera, server, user workstations, telemetry, and other broadcast related gear.

Highlights:

- Oversight of all electronics in 2 markets within Wyoming. Including 100+ IP nodes, servers, 7 full power TV transmitters, 15+ translators, microwave radio communications, SCADA gear and all gear in between.
- Early in my Wyomedia career I developed a new server plan that allowed automation of the stations video playout with less user intervention. In addition, this upgraded the video to an all-digital configuration. Cost was approximately \$100k however it allowed reduced long-term staffing and resulted in \$100k approximate savings per year. ROI-12 months.
- I had oversight of the digital TV and HD (high definition) upgrades for all my respective stations. This included over \$1.5 million dollars in upgrades which I selected each piece of gear, planned wiring, and the installation plan.

- I started at the TV station in April 2000 at a master control operator and through hard work I was able to become operations manager, then engineer, then chief engineer for my last few years. This demonstrates my long-term commitment and employer value in my results.

List of other tasks accomplished:

- Site telemetry readings/measurements/calibrations, electronic diagnostics and repairs, server maintenance, SCADA system monitoring & installation, reports to management, server maintenance, user PC maintenance & repairs, software used includes XP/Windows 7 & 10/Server 2003 & 2008, virtual server maintenance, SQL database work, MS Access, EAS duties, chief operator duties, FCC compliance monitoring, generator maintenance, studio installation. JVC Cameras, routers switchers, high power TV transmitters, and more.

November 6, 2018

Renee Hahn
Amoco Reuse Agreement Joint Powers Board
2435 King Blvd., Suite 249
Casper, WY 82604

Re: Joint Powers Board Director Consideration

Dear Ms. Hahn:

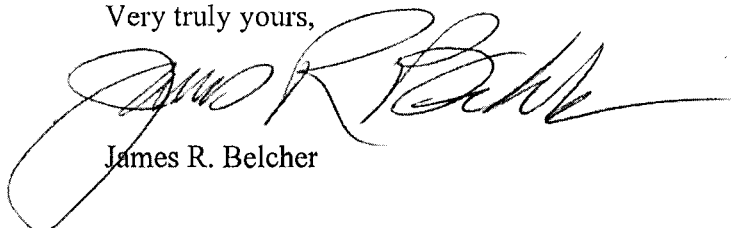
I am writing to ask that I be considered as a board member of the Amoco Reuse Agreement Joint Powers Board. I am an attorney with the Crowley Fleck law firm in the Casper, Wyoming office and have been in private practice for 30 years. Before attending law school, I was a commercial banker, which included my service as a First Wyoming Bank officer in Casper from 1981 through 1984. I am married to a Casper native, Sally Schwartz Belcher. After living in Cheyenne for 27 years, we returned to Casper in 2014. Sally and I lived on Lynwood Place in the 1980s and, of course, were very familiar with the Amoco refinery located at the present site of the Three Crowns Golf Course.

I have served on a number of foundation boards, both when I was a banker and in my law career. I was a member of the Casper Downtown Authority Board in the 1980s, have served on two hospital foundation boards, served as a director and officer of the Wyoming Bar Foundation, and currently serve as a board member of the Equal Justice Wyoming Foundation.

I am a lifelong golfer and have become a fly fisherman since returning to Casper in 2014. Consequently, I am interested in the Three Crowns Golf Course and the impact of the former Amoco refinery on the Platte River as well as in my capacity as a resident of Casper. I have basic knowledge regarding the recovery and restoration project Amoco developed to reclaim the former Amoco refinery site and pay close attention to the continued efforts to remove hydrocarbons and prevent them from seeping into the water table and the Platte River.

I have attached my current law practice profile. I am not interested in serving as a board member because of my legal experience, but rather, as a resident of Casper with an interest in seeing that that the Three Crowns Golf Course and related assets continue to be improved and enhance the quality of life in Casper. I can be reached at 307-232-6911 at my office or on my cell phone at 307-286-7114, or at my home at 6021 S. Poplar if further information is requested or required.

Very truly yours,



James R. Belcher

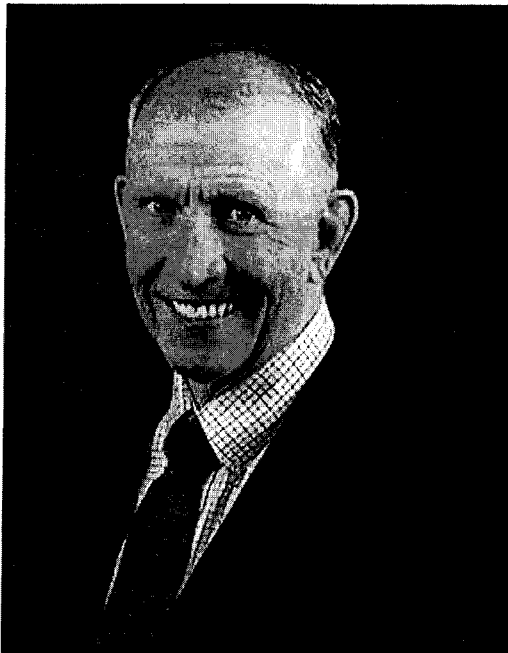
g+
(<https://plus.google.com/118134848527616905190/about>)

Contact Us (<https://crowleyfleck.com/contact-us/>)

in
(<https://www.linkedin.com/company/crowley-fleck-attorneys>)

ATTORNEYS

(<https://crowleyfleck.com/>)



James R. Belcher

Office: Casper (<https://crowleyfleck.com/locations/casper/>)

Contact Me

- ☎ (307) 232-6911 (tel:(307) 232-6911)
- ✉ jbeltcher@crowleyfleck.com (mailto:jbeltcher@crowleyfleck.com)
- 👤 vCard (<https://crowleyfleck.com/vcard/567>)

James R. (Jim) Belcher is Of Counsel in the firm’s Casper office. His practice areas include energy & natural resources, bankruptcy & creditor/debtor rights, banking, and real estate transactions. After a 13-year career as a commercial banker, Jim attended law school and began practicing law in 1988 in Wyoming.

In his financial practice, Jim represents lenders in large commercial and real estate financing transactions, judicial and non-judicial real estate foreclosures, collection litigation, state and federal receiverships and bankruptcy matters. Jim represents commercial banks, large and small, in all facets of banking and is legal counsel for the Wyoming Bankers Association.

Jim represents both lenders and borrowers by rendering financing opinions for energy, real estate and business financings of all types, including equipment leasing, oil and gas, coal, real estate and wind power projects. He assists corporate, partnership and LLC clients with mergers, acquisitions and reorganizations. These transactions include rendering local counsel opinions in large transactions.

Jim has extensive experience in assisting energy clients with surface owner agreements and dispute resolution. He drafts surface use agreements and litigates condemnation, surface access and injunctive actions to obtain the right to develop minerals. Jim assisted a pipeline client in obtaining a complete defense judgment in a breach of gas purchase agreement litigated in Wyoming State Court in a week long bench trial, which was affirmed by the Wyoming Supreme Court on appeal.

Jim drafts and evaluates construction contracts and litigates commercial construction lien disputes and disputes arising from oil and gas operations. Jim has extensive experience in resolving mechanics' and oil and gas lien claims.

In his real estate practice, Jim assists clients in purchasing, selling and financing transactions and real estate developments, that include easements, water rights, utilities, permitting, and covenants.

Practice Areas

Banking and Finance

Business Organizations

Construction Law

Creditors' Rights & Bankruptcy

Energy & Minerals Projects & Transactions

Real Estate

Bar Admission

Wyoming, 1988
U.S. District Court, District of Wyoming 1988
Colorado, 1989 (inactive)
Tenth Circuit Court of Appeals

Education

1988 – J.D. with Honors, Order of the Coif, University of Wyoming Law School
1972 – B.S. Finance, University of Colorado

Honors & Awards

Best Lawyers in America for Bankruptcy and Creditor Debtor Rights/Insolvency and Reorganization Law and Litigation – Bankruptcy (2005-Present)
Chamber USA-Leading Lawyers in Corporate/Mergers & Acquisitions: Bankruptcy (2008-present)
Mountain States Super Lawyers (2007)

Professional Affiliations

Wyoming State Bar Association
American Bar Association, Business Law Section
Ewing T. Kerr American Inns of Court, Member
Wyoming Bar Foundation, Past Board Member and President
American College of Mortgage Attorneys, Fellow
Equal Justice Wyoming Foundation, Board Member

Presentations & Publications

Non-consensual Liens Under Title 29, Wyoming Lawyer, June 2008
Co-Author ABA State-by-State Guide to Construction and Design Law, Wyoming Chapter (2008 Second Edition)
Editor, The Wyoming Law of Mortgages (1993)