

REGULAR COUNCIL MEETING
Tuesday, January 2, 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, Must Submit a Written Request to the City Manager by 12:00 Noon on the Monday Immediately Preceding the Council Meeting.
- III. When Speaking to the City Council Please:
 - Clearly State Your Name and Address.
 - Direct all questions/comments to the Mayor and only the Mayor.
 - No personal attacks on staff or Council.
 - Speak to the City Council with Civility and Decorum.
- IV. The City Council Will Not Respond to Any Comments or Questions Concerning Personnel Matters. Any Such Comments or Questions Will be Handled by the Appropriate Persons. Public Hearing Comments and Presentations Will be Limited to Five Minutes or Less per Person, nor Will Time Extensions be Permitted. No Duplication of Speakers will be Allowed.
- V. Questions Posed by Speakers May, or May Not be Responded to by Council Members.
- VI. Willful Disruption of, or the Breach of the Peace at, a Council Meeting may Result in the Removal of any Such Individuals or Groups from the Council Chambers.

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

AGENDA

1. ROLL CALL
2. PLEDGE OF ALLEGIANCE
3. CONSIDERATION OF MINUTES OF THE DECEMBER 19, 2017 REGULAR COUNCIL MEETING, AS PUBLISHED IN THE CASPER STAR-TRIBUNE ON DECEMBER 27, 2017
4. CONSIDERATION OF BILLS AND CLAIMS

Public Safety



Sustainability
of Assets & Services

5. MAYOR HUMPHREY COMMENTS
6. ELECTION FOR MAYOR FOR CALENDAR YEAR 2018
7. ELECTION OF VICE-PRESIDENT FOR CALENDAR YEAR 2018
8. MUNICIPAL COURT JUDGE HAND ISSUES OATH OF OFFICE TO NEWLY-ELECTED MAYOR AND VICE PRESIDENT
9. PRESENTATION TO 2017 MAYOR
10. COMMENTS BY NEWLY-ELECTED LEADERSHIP
11. BRIEF RECESS
12. ESTABLISH DATE OF PUBLIC HEARINGS

A. Consent

1. Establish January 16, 2018, as the Public Hearing Date for Consideration of:
 - a. New **Restaurant Liquor License No. 37** for 2nd Street Eats, LLC, d/b/a **2nd Street Eats, LLC**, Located at 128 East 2nd Street.
 - b. Transfer of Ownership for **Retail Liquor License No. 28** from Sunrise Center, LLC, d/b/a Prime Time, to Caputa's Catering, LLC, d/b/a **Sunrise Lanes**, Located at 4370 South Poplar Street.

13. PUBLIC HEARING

A. Minute Action

1. Transfer of Ownership for **Limited Retail Liquor License No. 10**, for Three Crowns, LLC d/b/a Three Crowns Golf Club to **Amoco Reuse Agreement Joint Powers Board** d/b/a Three Crowns Golf Club, Located at 1601 King Boulevard.

14. SECOND READING ORDINANCE

A. Consent

1. **Vacate** a Portion of **South Forest Drive**.

15. FIRST READING ORDINANCE

- A. Granting a Franchise to **Bresnan Communications, LLC** for the **Construction and Operation of a Cable System.**

16. RESOLUTIONS

A. Consent

1. Authorizing a Lease Agreement with the **Casper Mountain Racers** for the 2017-2018 Season at **Hogadon Basin Ski Area.**
2. Authorizing a Transfer of Ownership of the **Wyoming Department of Environmental Quality** Permit to Construct for the **Casper Logistics Hub** from Rich Fairservis to the City of Casper.
3. Authorizing the Renewal of the **Environmental Systems Research Institute, Inc. Small Enterprise Municipal and County Government License Agreement.**

17. MINUTE ACTION

A. Consent

1. Appointing **Stephanie Whitfield and Jon B. Huss** to the **Leisure Services Advisory Board**, to a term ending December 31, 2020 and December 31, 2021, Respectively.
2. Designating **First Interstate Bank** as an **Official Depository for Funds** of the City of Casper for the Calendar Year 2018.
3. Designating the **Casper Journal and the Casper Star-Tribune** as the City's **Official Newspapers** for the Calendar Year 2018.

18. COMMUNICATIONS

A. From Persons Present

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

20. ADJOURN INTO EXECUTIVE SESSION - PERSONNEL

Upcoming Council meetings

Council meetings

6:00 p.m. Tuesday, January 16, 2018 – Council Chambers

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

Special Work Session – Legislative Agenda

5:30 p.m. Wednesday, January 3, 2018 – Fort Caspar Museum

Work sessions

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

4:30 p.m. Tuesday, January 13, 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
 December 19, 2017

Casper City Council met in regular session at 6:00 p.m., Tuesday, December 19, 2017. Present: Councilmembers Hopkins, Johnson, Laird, Morgan, Pacheco, Powell, Walsh and Mayor Humphrey. Absent: Councilmember Huckabay.

Moved by Councilmember Walsh, seconded by Councilmember Morgan, to, by minute action, excuse the absence of Councilmember Huckabay. Motion passed.

Mayor Humphrey led the audience in the Pledge of Allegiance.

Moved by Councilmember Hopkins, seconded by Councilmember Pacheco, to, by minute action, approve the minutes of the December 5, 2017, regular Council meeting, as published in the Casper-Star Tribune on December 17, 2017. Motion passed.

Moved by Councilmember Walsh, seconded by Councilmember Johnson, to, by minute action, approve the minutes of the December 5, 2017, executive session. Motion passed.

Moved by Councilmember Johnson, seconded by Councilmember Morgan, to, by minute action, approve the minutes of the December 12, 2017, executive session. Motion passed.

Moved by Councilmember Pacheco, seconded by Councilmember Hopkins, to, by minute action, approve payment of the December 19, 2017, bills and claims, as audited by City Manager Napier. Motion passed.

Bills & Claims
 12/19/17

3TrailsAssess	Funding	\$29,673.00
A-1	Services	\$130.00
AAALandscaping	Services	\$690.00
Adecco	Services	\$1,376.10
AMBI	Services	\$869.98
AmericanTitle	Services	\$125.00
Ameritech	Services	\$3,294.73
ArrowheadHeating	Services	\$439.00
ASveda	Reimb	\$90.00
Balefill	Services	\$118,895.87
BankOfAmerica	Goods	\$258,279.98
BHEnergy	Services	\$24,227.99
BMMartin	Refund	\$30.66
BMartin	Reimb	\$464.10
Caselle	Services	\$75.00

CasperHousingAuth	Projects	\$43,014.65
CasperPubUtilities	Services	\$128.15
CasperSoccerClub	Funding	\$500.00
CentralPaint&Body	Services	\$150.00
Centurylink	Services	\$19,698.17
Ch2mHill	Services	\$2,504.32
CharterHldngs	Services	\$46,470.90
CityofCasper	Services	\$41,536.57
Clundgren	Refund	\$47.31
CobanTech	Services	\$608.00
CollectionCenter	Services	\$472.20
CommTech	Goods	\$744.26
CommunityActionPartnership	Funding	\$37,821.41
CowdinCleaning	Services	\$1,564.00
CtrlWySrSvcs	Funds	\$6,155.00
DavidsonMech	Goods	\$12,035.19
Dell	Goods	\$44.88
DeltaDental	Services	\$1,492.60
DHuffman	Reimb	\$75.00
DRowe	Reimb	\$30.00
DRuiz	Services	\$65.00
DvdsnFxdMgmt	Services	\$3,562.50
ElectRecyclers	Services	\$6,145.40
Empco	Services	\$1,665.00
EngDsgnAssoc	Services	\$687.00
FConaway	Services	\$110.00
FirstData	Services	\$5,432.86
FirstInterstateBank	Services	\$2,200.59
FmlyJrnyCtr	Services	\$1,026.94
FMoore	Reimb	\$64.57
GMarshInc	Services	\$127.80
GreensSewer	Services	\$103.00
GrizzlyExcavating	Projects	\$18,684.78
Hach	Goods	\$574.87
HedquistConst	Services	\$22,027.55
HedquistConstruction	Projects	\$225,508.70
Hedquist	Svc	\$1,831.25
HighPlainsConstruction	Goods	\$660.96
Homax	Goods	\$36,134.51
ISC	Supplies	\$45,521.69
ITCElec	Services	\$2,667.60
Jcornett	Refund	\$26.37
J Tremel	Reimb	\$500.00

JApplsd	Supp	\$8,750.00
JGreenwood	Reimb	\$500.00
JSSalazar	Refund	\$37.75
JTLGroup	Services	\$1,000.00
JWatson	Reimb	\$124.93
KHalloway	Refund	\$56.81
KMcPheeters	Reimb	\$991.74
KubwaterResources	Goods	\$5,018.98
Lshelton	Refund	\$19.25
LongBuildingTech	Services	\$3,634.59
LxisNxis	Svc	\$98.43
McMurryReadyMix	Goods	\$458.00
MDeleon	Refund	\$23.68
NationalBenefitServices	Services	\$387.35
NCHallofJustice	Services	\$62,074.16
NCHHealthDept	Funding	\$225.00
NCSheriffsOffice	Funding	\$359,182.06
Hharnden	Refund	\$49.91
NicolaysenMuseum	Funding	\$7,015.00
NorthParkTransport	Services	\$4,465.35
OfficeStateLands	Services	\$3,434.22
OneCallofWy	Services	\$450.00
PlatteRiverParkwayTrust	Funding	\$23,356.37
Pntwrks	Services	\$470.63
PopeConstruction	Projects	\$832.00
PostalPros	Services	\$9,728.01
R Shellenberger	Reimb	\$233.00
RailroadManagement	Services	\$5,547.86
RamshornConstruction	Projects	\$48,126.60
RChristiansen	Services	\$800.00
RDH	Supp	\$15,605.91
RegionalWater	Services	\$275,525.54
RiverOaksComm	Services	\$5,430.21
RockyMtnPower	Services	\$133,937.59
SchwartzBonWalkerStuder	Services	\$2,278.00
SDaley	Reimb	\$168.14
SHillyer	Refund	\$35.33
SJMillerAssoc	Svc	\$5,076.76
SkylineRanches	Services	\$518.00
Spectrum	Funding	\$589,647.53
Terracon	Goods	\$646.00
TestAmLab	Services	\$2,100.50
TCranford	Refund	\$46.87
TGlaser	Reimb	\$42.50

TrihydroCorp	Projects	\$3,560.83
Tweed'sWholesale	Goods	\$284.19
WardwellWater&Sewer	Services	\$14.30
WaterTechnologyGroup	Services	\$6,664.00
WERCSCommunications	Services	\$1,003.55
WesternPlainsLandscaping	Services	\$2,950.00
WesternWaterConsult	Services	\$10,791.19
WestlandPark	Services	\$2,110.11
WyLawEnforcementAcademy	Services	\$722.00
		\$2,635,333.69

Mayor Humphrey then honored Tanya Johnson, City of Casper Municipal Court Analyst, for the Bright Spot in the Community. She shared that Ms. Johnson had been selected to receive the 2017 American Association of Retired Persons Community Partner award. She also stated that Ms. Johnson had applied for a Livable Community Challenge grant which was awarded and allowed a new bus shelter to be installed. She thanked Ms. Johnson for all of her work on the Senior Services Study and with the Senior Advocacy Committee.

Moved by Councilmember Johnson, seconded by Councilmember Morgan, to, by minute action: establish January 2, 2018, as the public hearing date for the consideration transfer of ownership for limited retail Liquor License No. 10, for Three Crowns, LLC d/b/a Three Crowns Golf Club to Amoco Reuse Agreement Joint Powers Board d/b/a Three Crowns Golf Club, located at 1601 King Boulevard. Motion passed.

Mayor Humphrey opened the public hearing for the consideration of the vacation of a portion of South Forest Drive.

Interim City Attorney Chambers entered two (2) exhibits: correspondence from Liz Becher to J. Carter Napier, dated November 27, 2017 and an affidavit of publication, as published in the Casper-Star Tribune, dated November 20, 2017. City Manager Napier provided a brief report.

There being no one to speak for or against the issues involving South Forest Drive, the public hearing was closed.

Following ordinance read:

ORDINANCE NO. 21-17
AN ORDINANCE APPROVING THE VACATION OF A
PORTION OF SOUTH FOREST DRIVE.

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

Mayor Humphrey opened the public hearing for the consideration of the issuance of Bar and Grill Liquor License No. 10, to Marvin Piel Family, LLC, d/b/a The Tower, located at 100 North Center Street.

Interim City Attorney Chambers entered four (4) exhibits: correspondence from Fleur Tremel, to J. Carter Napier, dated November 15, 2017, an affidavit of publication, as published in the Casper-Star Tribune, dated December 12, 2017, an affidavit of website publication, as published on the City of Casper website, dated November 15, 2017, and the Liquor License application filed October 27, 2017. City Manager Napier provided a brief report.

There being no one to speak for or against the issues involving Bar and Grill Liquor License No. 10, the public hearing was closed. Moved by Councilmember Johnson, seconded by Councilmember Morgan, to, by minute action, authorize the issuance of Bar and Grill Liquor License No. 10. Motion passed.

Mayor Humphrey recused herself from the discussion and left the room. Mayor Pro Tem Pacheco opened the public hearing for the consideration of the transfer of ownership of Retail Liquor License No. 5, owned by Lucky 95, LLC, to Travis Taylor, located at 134 N. Center.

Interim City Attorney Chambers entered four (4) exhibits: correspondence from Fleur Tremel, to J. Carter Napier, dated December 4, 2017, an affidavit of publication, as published in the Casper-Star Tribune, dated December 12, 2017, an affidavit of website publication, as published on the City of Casper website, dated December 4, 2017, and the Liquor License application filed November 28, 2017. City Manager Napier provided a brief report.

Speaking in support was: Travis Taylor, 5000 Yesness; and Peter Nicolaysen, 140 N. Center. There being no others to speak for or against the issues involving Retail Liquor License No. 5, the public hearing was closed.

Moved by Councilmember Morgan, seconded by Councilmember Johnson, to, by minute action, authorize the transfer of ownership of Retail Liquor License No. 5. Councilmember Laird abstained from voting. Motion passed. Had this item failed the applicant requested a public hearing to transfer ownership and location. Because the item passed, no hearing date was established.

Mayor Humphrey returned to the meeting and opened the public hearing for the consideration of the disposition of the former Plains Furniture properties.

Interim City Attorney Chambers entered one (1) exhibit: correspondence from Liz Becher to J. Carter Napier, dated December 11, 2017. City Manager Napier provided a brief report.

Speaking in support of accepting the highest bids were: Carol Crump, 731 Kirk; Dr. William Conte, 1723 S. Cedar; Kirsten Veneda, 1633 Westride Place; Scott Johnson, 1641 S. Pennsylvania; Vivian Meek, 765 W. 20th; John Huff, 824 W. Yellowstone; Ann Tollefson, 231 E. 10th; and William Wallace, 6530 Indian Wells. Mayor Humphrey called for a brief recess at 6:57 p.m., and reconvened the meeting at 7:09 p.m.

Speaking in support of accepting the highest bids were: Thomas Heald, 276 Indian Paintbrush; Talley Bloom and Steven Cook, 930 S. Elm; Ann Berg, 938 W. 19th; Elliott Ramage, 233 E. 12th; Dennis Steensland, 533 S. Washington; Glenn Vogel, 350 N. Kimball; Scott Cotton, 1310 Goodstein; David Kelley, Ashby Construction; Kirsten Bott, 1810 Woolwick; and Chirag Patel, Parkway Plaza Hotel.

Speaking in favor of delaying or rejecting the bids were: Richie Bratton, 314 W. Midwest; Brandon Daigle, 1544 S. Wolcott; and Kevin Hawley, Executive Director for the Downtown Development Authority.

There being no others to speak for or against the issues involving the former Plains Furniture properties, the public hearing was closed.

Moved by Councilmember Hopkins, seconded by Councilmember Pacheco, to, by minute action, direct staff to enter into a real estate purchase agreement for the Ash Street buildings with the highest bidders. Councilmembers made statements on the subject and expressed their concerns with the situation. Mayor Humphrey called for a brief recess at 8:43 p.m., and reconvened the meeting at 8:49 p.m. Council discussed the matter at length. Councilmember Johnson called for the question. Council asked for clarification on what was being voted on and if any other action could be taken. Interim City Attorney clarified. Council had further procedural questions. City Manager Napier addressed these questions. Councilmember Johnson withdrew his call for the question. Moved by Councilmember Powell to postpone this matter until the June 5, 2018 Council meeting. Seconded by Councilmember Laird. Councilmembers Laird, Pacheco, and Powell voted aye. Motion to postpone failed. Council then voted on the original motion to accept the highest bids. Councilmembers Morgan, Pacheco, and Powell voted nay. Motion passed.

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

ORDINANCE NO. 20-17

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

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

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

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

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

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

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

SECTION 1:

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

SECTION 2:

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

SECTION 3:

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

SECTION 4:

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

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

PASSED on 2nd reading the 5th day of December, 2017.

PASSED, APPROVED, AND ADOPTED on 3rd and final reading the 19th day of December, 2017.

Exhibit A – continued to next page

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

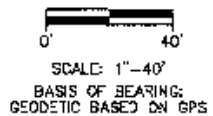
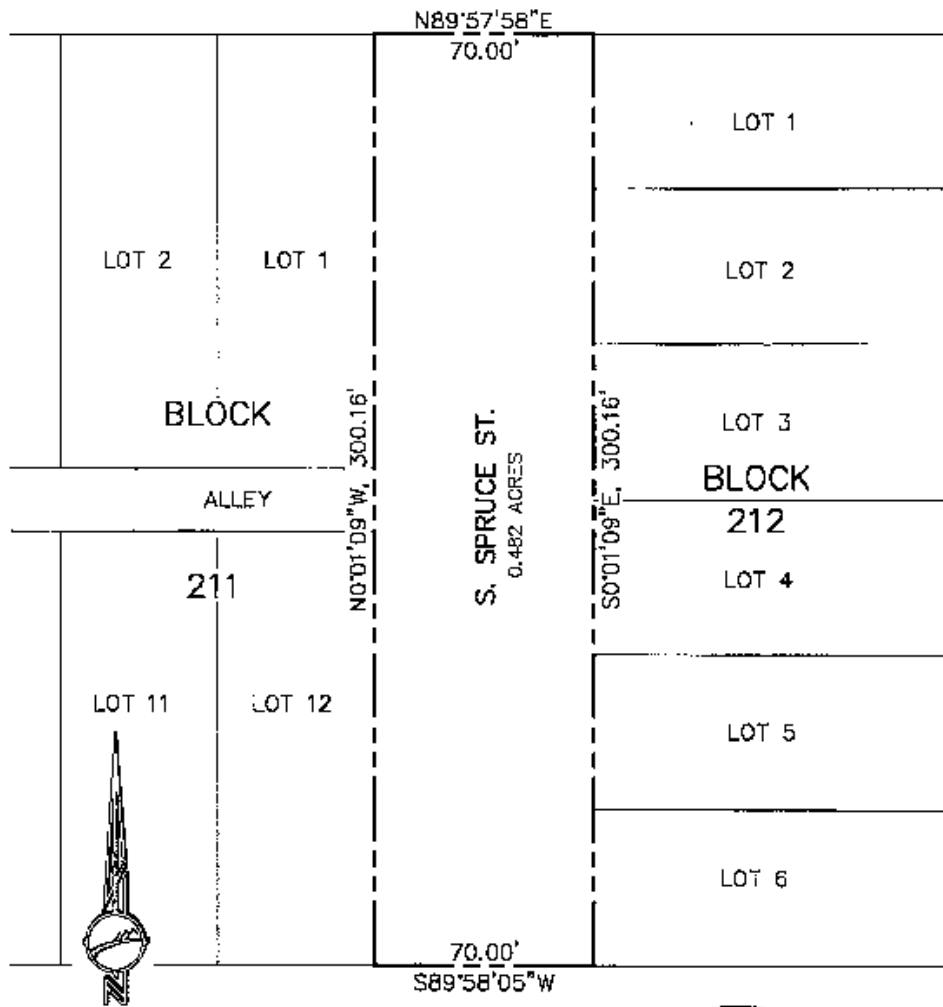


Client NATRONA COUNTY SCHOOL DISTRICT #1 Address 1038 N. GLENN ROAD
 City CASPER State WYOMING Zip 82601

VACATION EXHIBIT A

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

W. FOURTEENTH ST.



W. FIFTEENTH ST.



10-10-17 (REV. 11/16/17)



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

EXHIBIT B

October 19, 2017

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



W.O. No.: 16118-01

Description: (South Spruce Street Vacation – 0.482 Acres)

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

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

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

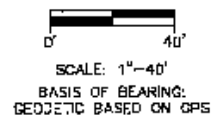
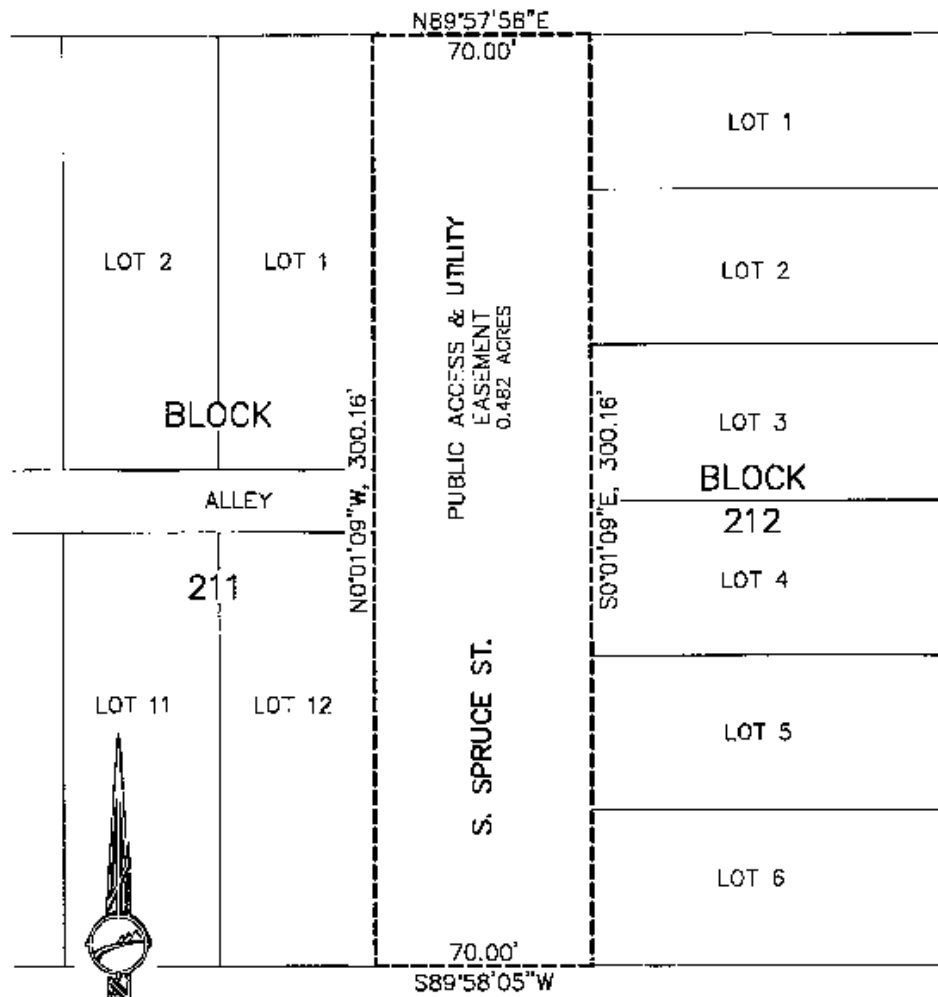


Client NATRONA COUNTY SCHOOL DISTRICT #1 Address 1038 N. GLENN ROAD
 City CASPER State WYOMING Zip 82601

EASEMENT EXHIBIT

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

W. FOURTEENTH ST.



W. FIFTEENTH ST.





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

EXHIBIT



October 19, 2017

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

W.O. No.: 16118-01

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

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

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

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

The following resolutions were considered, by consent agenda:

RESOLUTION NO. 17-238

A RESOLUTION APPROVING AMENDMENT NUMBERS 1 AND 2 TO THE MCMURRY BUSINESS PARK GUIDELINES AND THE OPEN SPACE ANNEXATION AGREEMENT.

RESOLUTION NO. 17-239

A RESOLUTION AUTHORIZING THE MAYOR TO SIGN THE CASPER HISTORIC PRESERVATION COMMISSION ANNUAL REPORT.

RESOLUTION NO. 17-240

A RESOLUTION AUTHORIZING A LEASE AGREEMENT BETWEEN THE CITY OF CASPER AND VERIZON WIRELESS (VAW) LLC; APPROVING A CONDITIONAL USE PERMIT FOR A 100' CELL TOWER IN A PH (PARK HISTORIC) ZONING DISTRICT; AND APPROVING A SITE PLAN AND ASSOCIATED SITE PLAN AGREEMENT FOR THE CONSTRUCTION OF SAID CELL TOWER.

RESOLUTION NO. 17-241

A RESOLUTION AUTHORIZING ACCEPTANCE OF GRANT FUNDS FROM THE WYOMING OFFICE OF HOMELAND SECURITY FOR THE STATE HOMELAND SECURITY PROGRAM.

RESOLUTION NO. 17-242

A RESOLUTION AUTHORIZING A PERMIT TO ENCROACH ON PUBLIC RIGHT-OF-WAY WITH THE WYOMING DEPARTMENT OF TRANSPORTATION FOR THE ROTARY PARK PATHWAY-PHASE II PROJECT.

RESOLUTION NO. 17-243

A RESOLUTION AUTHORIZING A LICENSE WITH THE WYOMING DEPARTMENT OF TRANSPORTATION FOR A NEW STORM SEWER COLLECTION LINE AS PART OF THE ROTARY PARK PATHWAY-PHASE II PROJECT.

RESOLUTION NO. 17-244

A RESOLUTION AUTHORIZING A CONTRACT WITH MOTOROLA, INC., FOR THE UPGRADE OF THE PUBLIC SAFETY COMMUNICATIONS SYSTEM, TOWER RADIOS.

Councilmember Johnson presented the foregoing seven (7) resolutions for adoption. Seconded by Councilmember Walsh. Motion passed.

Moved by Councilmember Johnson, seconded by Councilmember Morgan, to, by minute action, appoint Erik Aune and reappoint Randy Hein and Bob King to the Planning and Zoning Commission for three-year terms expiring December 31, 2020. City Manager Napier provided a brief report. Liz Becher, City of Casper Community Development Director, addressed questions presented by Councilmember Laird. Motion passed.

Moved by Councilmember Morgan, seconded by Councilmember Pacheco, to, by consent minute action:

1. authorizing the purchase of five (5) new mid-size police utility vehicles, from Fremont Motor Co., in the estimated total amount of \$182,197.30;
2. reappoint Robert Shade and John Haid to the Contractor's Licensing and Appeals Board for three-year terms, expiring December 31, 2020;
3. appoint Constance Lake and Ann E. Berg to the Casper Historical Preservation Commission with terms expiring December 31, 2020;
4. reappoint Lyle Murtha as the architect to the Old Yellowstone District Architectural Design Review Committee;
5. reappoint James Jones to the CPU Advisory Board for a six-year term ending December 31, 2023; and
6. appoint John Haass to the Casper Housing Authority Board of Commissioners.

Motion passed.

Liz Becher, City of Casper Community Development Director, addressed Council to explain the procedure used for the disposition of the former Plains Furniture property and expressed her desire to improve the process in the future

Mayor Humphrey noted the next meetings of the City Council will be a work session to be held at 4:30 p.m., Tuesday, January 9, 2018, in the Council's meeting room; and, a regular Council meeting to be held at 6:00 p.m., Tuesday, January 2, 2018, in the Council Chambers.

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

The meeting was adjourned at 9:18 p.m.

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Kenyne Humphrey
Mayor

Bills & Claims

City of Casper

12/20/2017 to 01/02/2018

A.M.B.I. & SHIPPING, INC.	17-11-383 POSTAGE	\$3.42
	Subtotal for Cost Center Balefill:	\$3.42
	17-12-318 POSTAGE	\$532.58
	Subtotal for Cost Center Code Enforcement:	\$532.58
	17-11-376 POSTAGE	\$57.42
Subtotal for Cost Center Metro Animal:	\$57.42	
	17-12-318 POSTAGE	\$2.94
	17-12-318 POSTAGE	\$30.03
	Subtotal for Cost Center Planning:	\$32.97
	17-11-370 POSTAGE	\$14.60
	Subtotal for Cost Center Refuse Collection:	\$14.60
	Vendor Subtotal:	<hr/> \$640.99
A-1 PORTABLES & SERVICES	2138 PORTA POTTY	\$155.00
	Subtotal for Cost Center Balefill:	\$155.00
	Vendor Subtotal:	<hr/> \$155.00
AAA LANDSCAPING	14731 REMOVAL OF A REFRIGERATOR	\$25.00
	Subtotal for Cost Center Code Enforcement:	\$25.00
	Vendor Subtotal:	<hr/> \$25.00
ADECCO USA, INC.	68829174 BALER LABOR	\$792.00
	68838149 BALER LABOR	\$792.00
	Subtotal for Cost Center Balefill:	\$1,584.00
	Vendor Subtotal:	<hr/> \$1,584.00
ALBERTS, MEAGAN/RYAN	0030031317 UTILITY REFUND	\$31.98
	Subtotal for Cost Center Water:	\$31.98
	Vendor Subtotal:	<hr/> \$31.98

Bills & Claims

City of Casper

12/20/2017 to 01/02/2018

ALL TREES, LLC	4-111 WEED MOWING	\$85.69
	Subtotal for Cost Center Code Enforcement:	\$85.69
	Vendor Subtotal:	\$85.69
ARROWHEAD HEATING & AIR CONDITIONING	10272 EQUIP BLDG IGNITOR	\$617.57
	10288 SCALEHOUSE FILTER CHANGE	\$408.00
	Subtotal for Cost Center Balefill:	\$1,025.57
	Vendor Subtotal:	\$1,025.57
BALES, BRITTANEY	0030031318 UTILITY REFUND	\$34.06
	Subtotal for Cost Center Water:	\$34.06
	Vendor Subtotal:	\$34.06
BLACK HILLS ENERGY	RIN0028291 ENERGY HEAT	\$5,787.70
	Subtotal for Cost Center Water Treatment Plant:	\$5,787.70
	Vendor Subtotal:	\$5,787.70
CARR, SYDNEY	0030031323 UTILITY REFUND	\$75.00
	0030031323 UTILITY REFUND	\$16.15
	Subtotal for Cost Center Water:	\$91.15
	Vendor Subtotal:	\$91.15
CASPER AREA TRANSPORTATION COALITION	2017-1101 NOVEMBER 17 FTA CATC EXPENSES	\$36,962.00
	2017-1102 NOVEMBER 17 FTA BUS EXPENSES	\$18,624.00
	2017-1103 NOVEMBER 17 CITY CATC EXPENSES	\$36,746.00
	2017-1104 NOVEMBER 17 CITY BUS EXPENSES	\$18,556.00
	Subtotal for Cost Center C.A.T.C.:	\$110,888.00
	Vendor Subtotal:	\$110,888.00
CENTURYLINK	RIN0028304 PHONE USE	\$38.67
	Subtotal for Cost Center Engineering:	\$38.67

Bills & Claims

City of Casper

12/20/2017 to 01/02/2018

RIN0028304 PHONE USE \$154.12

Subtotal for Cost Center Metro Animal: \$154.12

RIN0028304 PHONE USE \$45.53

Subtotal for Cost Center Municipal Court: \$45.53

RIN0028304 PHONE USE \$43.45

RIN0028312 PHONE USE \$64.13

Subtotal for Cost Center Sewer: \$107.58

RIN0028312 PHONE USE \$45.43

Subtotal for Cost Center Waste Water: \$45.43

Vendor Subtotal: \$391.33

CH2M HILL, INC.

381128206 WWTP PRELIMINARY FACILITIES PL \$3,918.19

381128901 DESIGN N PLATTE SANITARY SEWER \$1,169.16

Subtotal for Cost Center Waste Water: \$5,087.35

Vendor Subtotal: \$5,087.35

CIGNA HEALTH & LIFE INSURANCE COMPANY

2219608 PLAN ADMIN FEES \$11,044.53

Subtotal for Cost Center Health Insurance: \$11,044.53

Vendor Subtotal: \$11,044.53

CITY OF CASPER

5128/159127 DEC 17 MONTHLY MPO GIS EXPENSE \$657.78

5128/159127 DEC 17 MONTHLY MPO GIS EXPENSE \$6,258.89

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

158131 ALARM LICENSE \$10.00

Subtotal for Cost Center Property & Liability Insurance: \$10.00

Vendor Subtotal: \$6,926.67

CITY OF CASPER - BALEFILL

525/159023 SANITATION \$15.00

Subtotal for Cost Center Hogadon: \$15.00

2772/159308 SANITATION \$4,897.87

Bills & Claims

City of Casper

12/20/2017 to 01/02/2018

2772/159334 SANITATION	\$4,537.34
2772/159100 SANITATION	\$4,708.93
2772/159024-051 SANITATION	\$10,312.70
2772/159074 SANITATION	\$4,768.62
2772/159167-174 SANITATION	\$5,122.92
2772/159198 SANITATION	\$4,935.86
Subtotal for Cost Center Refuse Collection:	\$39,284.24

1276/159306 SANITATION	\$126.43
1276/159048 SANITATION	\$161.68
1276/159166 SANITATION	\$100.58
Subtotal for Cost Center Waste Water:	\$388.69

4361/157568 BALEFILL SLUDGE	\$3,188.12
Subtotal for Cost Center Water Treatment Plant:	\$3,188.12

Vendor Subtotal: \$42,876.05

CIVIL ENGINEERING PROFESSIONALS, INC.

15-282-08A AMENDMENT #1 - YMCA	\$3,039.80
Subtotal for Cost Center City Manager:	\$3,039.80

17-006-08 MCKINLEY STREET UNDERPASS STOR	\$16,315.80
Subtotal for Cost Center Streets:	\$16,315.80

14-066-33 EAST CASPER ZONE III PROJECT 1	\$9,745.95
14-066-33 EAST CASPER ZONE III PROJECT 1	\$4,800.25
Subtotal for Cost Center Water:	\$14,546.20

Vendor Subtotal: \$33,901.80

CJ CROWE

RIN0028311 STEEL TOED WORK BOOTS	\$38.06
Subtotal for Cost Center Refuse Collection:	\$38.06

Vendor Subtotal: \$38.06

COLLECTION CENTER INC.

974300000321 COLLECTION FEES	\$18.87
Subtotal for Cost Center Code Enforcement:	\$18.87

974600000194 COLLECTION FEES	\$135.00
Subtotal for Cost Center Municipal Court:	\$135.00

Bills & Claims

City of Casper

12/20/2017 to 01/02/2018

972000000390 COLLECTION FEES	\$73.43
Subtotal for Cost Center Refuse Collection:	\$73.43

972000000390 COLLECTION FEES	\$55.81
Subtotal for Cost Center Sewer:	\$55.81

972000000390 COLLECTION FEES	\$164.49
Subtotal for Cost Center Water:	\$164.49

Vendor Subtotal:	\$447.60
-------------------------	-----------------

COLLING, TIMOTHY

0030031316 UTILITY REFUND	\$57.01
Subtotal for Cost Center Water:	\$57.01

Vendor Subtotal:	\$57.01
-------------------------	----------------

COMTRONIX, INC.

20055260 QUARTERLY ALARM MONITORING	\$732.00
Subtotal for Cost Center Balefill:	\$732.00

Vendor Subtotal:	\$732.00
-------------------------	-----------------

DAVE LODEN CONSTRUCTION

RIN0028316 BUILDING MAINTENANCE - ROOF	\$150.00
Subtotal for Cost Center Buildings & Structures:	\$150.00

Vendor Subtotal:	\$150.00
-------------------------	-----------------

DAVID D LAPLANTE

RIN0028302 Ski Patr Bld Lower Entry Work	\$2,203.15
Subtotal for Cost Center Hogadon:	\$2,203.15

Vendor Subtotal:	\$2,203.15
-------------------------	-------------------

DELTA DENTAL PLAN OF WY.

RIN0028305 DENTAL INSURANCE	\$28,784.87
RIN0028319 DENTAL PREMIUM	\$1,522.50
Subtotal for Cost Center Health Insurance:	\$30,307.37

Vendor Subtotal:	\$30,307.37
-------------------------	--------------------

DPC INDUSTRIES, INC.

727000344-17 CHEMICALS	\$6,518.68
------------------------	------------

Bills & Claims

City of Casper

12/20/2017 to 01/02/2018

Subtotal for Cost Center Water Treatment Plant: \$6,518.68

Vendor Subtotal: \$6,518.68

EATON SALES & SVC., INC.

4063058-IN COMPOST FUEL STATION \$322.00

Subtotal for Cost Center Balefill: \$322.00

Vendor Subtotal: \$322.00

ELIJAH MOORE

1-280258 BOOT REIMBURSEMENT \$75.00

Subtotal for Cost Center Water: \$75.00

Vendor Subtotal: \$75.00

ENVIRONMENTAL & CIVIL SOLUTIONS, LLC

5239-5241 LIFT STATION UPGRADES \$1,030.00

Subtotal for Cost Center Refuse Collection: \$1,030.00

Vendor Subtotal: \$1,030.00

FIRST DATA MERCHANT SVCS CORP.

REMI1292371 CREDIT CARD FEES \$3,929.48

Subtotal for Cost Center Balefill: \$3,929.48

REMI1292374 CREDIT CARD FEES \$55.65

Subtotal for Cost Center Cemetery: \$55.65

REMI1292373 CREDIT CARD FEES \$32.07

Subtotal for Cost Center Code Enforcement: \$32.07

REMI1292365 CREDIT CARD FEES \$2,125.44

Subtotal for Cost Center Finance: \$2,125.44

REMI1275268 CREDIT CARD FEES \$12.00

REMI1286193 CREDIT CARD FEES \$32.79

Subtotal for Cost Center Hogadon: \$44.79

Vendor Subtotal: \$6,187.43

FIRST INTERSTATE BANK

RIN0028320 DEPOSIT TICKETS \$57.08

Subtotal for Cost Center Balefill: \$57.08

Bills & Claims

City of Casper

12/20/2017 to 01/02/2018

RIN0028308 DEPOSIT TICKETS \$57.08
Subtotal for Cost Center Finance: \$57.08

RIN0028308 DEPOSIT TICKETS \$57.08
Subtotal for Cost Center Fort Caspar: \$57.08

RIN0028307 SERVICE AWARDS \$338.00
Subtotal for Cost Center Human Resources: \$338.00

Vendor Subtotal: \$509.24

FIRST INTERSTATE BANK - PETTY CASH

RIN0028301 PETTY CASH \$67.00
RIN0028301 PETTY CASH \$24.68
Subtotal for Cost Center Police: \$91.68

Vendor Subtotal: \$91.68

GOLDER ASSOCIATES

500359 GAS COLLECTION SYSTEM - \$2,581.46
Subtotal for Cost Center Balefill: \$2,581.46

Vendor Subtotal: \$2,581.46

GSG ARCHITECTURE

17268 DESIGN & CONST ADMIN FOR FIRE \$19,838.45
Subtotal for Cost Center Fire: \$19,838.45

Vendor Subtotal: \$19,838.45

HDR ENGINEERING, INC.

1200090128 WATER RIGHTS & SUPPLY ANALYSIS \$5,599.62
Subtotal for Cost Center Water: \$5,599.62

Vendor Subtotal: \$5,599.62

HOMAX OIL SALES, INC.

0387226-IN DEF 55 GALLON \$387.30
Subtotal for Cost Center Balefill: \$387.30

0390490-IN STOCK, DEF BULK 600 GAL \$906.00
0391068-IN STOCK, 02/F2 DIESEL 8002 GAL \$20,021.59
0392474-IN STOCK, 01 UNLEADED 7800 GAL \$13,939.61

Bills & Claims

City of Casper

12/20/2017 to 01/02/2018

0392589-IN STOCK, ELC 1540 QTS	\$1,921.15
0391752-IN STOCK, TRANSYND 440 QTS	\$2,255.70
Subtotal for Cost Center Fleet Maintenance:	\$39,044.05

Vendor Subtotal:	\$39,431.35
-------------------------	--------------------

INDUSTRIAL CONTAINER SERVICES - CO, LLC.

55768308 OIL DRUMS	\$2,918.29
Subtotal for Cost Center Balefill:	\$2,918.29

Vendor Subtotal:	\$2,918.29
-------------------------	-------------------

ITC ELECTRICAL TECHNOLOGIES

23749 WARDWELL COMMS, SITE C FLOWS	\$2,054.33
23749 DWB CHEMICAL PUMPS, PLCS	\$4,965.67
23747 ALARM DIALER, CHEMICAL PUMPS	\$210.60
23592 NPSSI-CCF POWER FAIL ALARM	\$798.60
23592 CENTRIFUGE SLUDGE PUMP FAIL	\$1,098.60
23778 TSHOOT DWB LIGHTING PROBLEMS	\$697.20
23793 DISCUSS LIGHTING PROBLEMS	\$86.70
23795 DWB CENTRIFUGE PROCESS PAUSE	\$612.00
Subtotal for Cost Center Waste Water:	\$10,523.70

Vendor Subtotal:	\$10,523.70
-------------------------	--------------------

JENKINS, BRITTNEY

0030031322 UTILITY REFUND	\$59.54
Subtotal for Cost Center Water:	\$59.54

Vendor Subtotal:	\$59.54
-------------------------	----------------

KELLY SVCS., INC.

48167803 BALER LABOR	\$1,127.61
47105765 BALER LABOR	\$235.84
49171916 BALER LABOR	\$1,179.20
Subtotal for Cost Center Balefill:	\$2,542.65

Vendor Subtotal:	\$2,542.65
-------------------------	-------------------

LENZKE, DONALD

0030031325 UTILITY REFUND	\$49.22
Subtotal for Cost Center Water:	\$49.22

Vendor Subtotal:	\$49.22
-------------------------	----------------

Bills & Claims

City of Casper

12/20/2017 to 01/02/2018

LEWIS BUS GROUP	10338 ADMIN FTA 16-PASSENGER BUS WYDOT GRA	\$14,000.00
	10338 ADMIN FTA 16-PASSENGER BUS WYDOT GRA	\$56,000.00
	Subtotal for Cost Center C.A.T.C.:	\$70,000.00
	Vendor Subtotal:	\$70,000.00
LINCOLN NATL. LIFE INS. CO.	RIN0028318 BENEFITS PAYABLE	\$265.76
	Subtotal for Cost Center Health Insurance:	\$265.76
	Vendor Subtotal:	\$265.76
LONG BUILDING TECHNOLOGIES	SRVCE0087129 HONEYWELL TRANSFORMER	\$771.06
	Subtotal for Cost Center Balefill:	\$771.06
	SRVCE0087139 HVAC AUTOMATIC VALVE	\$68.35
	SRVCE0087140 EXHAUST FAN BELT	\$67.74
	Subtotal for Cost Center Water Treatment Plant:	\$136.09
	Vendor Subtotal:	\$907.15
MATTHEW BOWMAN	RIN0028290 TRAVEL EXPENSES	\$22.62
	Subtotal for Cost Center Police:	\$22.62
	Vendor Subtotal:	\$22.62
MCMURRY READY MIX CO.	226176 CONCRETE	\$143.13
	Subtotal for Cost Center Water:	\$143.13
	Vendor Subtotal:	\$143.13
MICHAEL BRATVOLD	RIN0028309 CLOTHING REIMBURSEMENT	\$100.00
	Subtotal for Cost Center Balefill:	\$100.00
	Vendor Subtotal:	\$100.00
MIKE DEAN	141575 BOOT REIMBURSEMENT	\$35.43

Bills & Claims

City of Casper

12/20/2017 to 01/02/2018

Subtotal for Cost Center Water: **\$35.43**

Vendor Subtotal: **\$35.43**

NALCO CHEMICAL CO.

66230098 FERROUS CHLORIDE NPSSI-CCF \$16,207.20

Subtotal for Cost Center Waste Water: **\$16,207.20**

Vendor Subtotal: **\$16,207.20**

OSBORNE, JENNIFER/DILLON

0030031321 UTILITY REFUND \$24.69

Subtotal for Cost Center Water: **\$24.69**

Vendor Subtotal: **\$24.69**

P-CARD VENDORS

00067233 OTC BRANDS, INC. - Purchase \$72.89

00067344 HARBOR FREIGHT TOOLS 3 - Purch \$301.96

00067362 BAILEYS ACE HDWE - Purchase \$7.58

00067559 LIFE GUARD STORE - ONLI - Purch \$146.10

00067567 BAILEYS ACE HDWE - Purchase \$12.58

00067589 WAL-MART #1617 - Purchase \$83.54

Subtotal for Cost Center Aquatics: **\$624.65**

00067030 INT IN CASPER SAFETY - Purcha \$1,285.00

00067395 COCA COLA BOTTLING CO - Purcha \$7.35

00067500 ADVANCED HYDRAULIC & M - Purch \$32.52

00067506 ADVANCED HYDRAULIC & M - Purch \$192.50

00067641 WW GRAINGER - Purchase \$197.70

00067655 TRI-STATE TRUCK EQUIP - Purcha \$373.29

00067025 BAILEYS ACE HDWE - Purchase \$29.99

00067125 CASPER CONTRACTORS SUP - Purch \$13.24

00067306 WYOMING WORK WAREHOUSE - Purch \$38.69

00067334 SOURCE OFFICE AND TECH - Purch \$131.39

00067382 HOODS EQUIPMENT & SPRI - Purch \$1,424.50

00067389 MENARDS CASPER WY - Purchase \$169.96

00067389 MENARDS CASPER WY - Purchase \$103.14

00067424 BEARING BELTCHAIN00244 - Purch \$90.62

00067458 WEAR PARTS INC - Purchase \$104.33

00067513 ADVANCED HYDRAULIC & M - Purch \$893.32

00067537 USPS PO 5715580945 - Purchase \$6.59

00067607 BAILEYS ACE HDWE - Purchase \$29.97

00067608 BLACK HILLS UTILITY - Purchase \$73.50

Bills & Claims

City of Casper

12/20/2017 to 01/02/2018

00067630 CASPER CONTRACTORS SUP - Purch	\$218.21
00067117 BAILEYS ACE HDWE - Purchase	\$201.81
00067120 AIRGAS CENTRAL - Purchase	\$40.80
00067129 AIRGAS CENTRAL - Purchase	\$127.65
00067135 NORCO INC - Purchase	\$290.64
00067186 THE UPS STORE 2200 - Purchase	\$137.95
00067222 STAPLES 00114181 - Purch	\$95.96
00067235 ALSCO INC. - Purchase	\$306.64
00067287 AGP PROPANE SERVICES - Purchas	\$551.84
00067322 VERMEER SALES & SVCS O - Purch	\$2,156.72
00067337 WYOMING WORK WAREHOUSE - Purch	\$40.49
00067345 BOBCAT OF CASPER - Purchase	\$541.31
00067346 AIRGAS CENTRAL - Purchase	\$32.55
00067453 INTUIT IN ICLEAN307 - Purcha	\$2,150.00
00066905 AIRGAS CENTRAL - Purchase	\$292.76
00066932 SQU SQ ATLANTIC ELECT - Purch	\$75.00
00066947 SQU SQ ATLANTIC ELECT - Purch	\$2,000.00
00067037 CENTURYLINK/SPEEDPAY - Purchas	\$59.17
00067061 AIRGAS CENTRAL - Purchase	\$95.26
00067085 CASPER CONTRACTORS SUP - Purch	\$406.51
00067095 SOURCE OFFICE AND TECH - Purch	\$28.45
00067103 MURDOCH'S RANCH & HOME - Purch	\$214.93
00067758 WOODWORKERS SUPPLY, I - Purcha	\$118.82
00067705 HOSE & RUBBER SUPPLY C - Purch	\$8.53
00067725 SAMS CLUB #6425 - Purchase	\$471.96
00067798 THE HOME DEPOT #6001 - Purchas	\$66.73
00067806 WAL-MART #3778 - Purchase	\$7.72
00067810 MENARDS CASPER WY - Purchase	\$131.95
00067833 ALLIANCE ELECTRIC LLC - Purcha	\$273.85
00067848 BAILEYS ACE HDWE - Purchase	\$23.85
00067855 DEWITT WATER SYS & SER - Purch	\$8.50
Subtotal for Cost Center Balefill:	\$16,374.16
00067640 WW GRAINGER - Purchase	\$692.45
00067594 SHEET METAL SPECIALTIE - Purch	\$7,276.00
Subtotal for Cost Center Buildings & Structures:	\$7,968.45
00067398 ROBERT BROOKE & ASSOCI - Purch	\$29.79
00067471 CPU IIT - Purchase	\$96.00
00067558 WOODWORKERS SUPPLY, I - Purcha	\$114.08
00067339 BARGREEN WYOMING 25 - Purchase	\$168.41
00067340 CASPER FIRE EXTINGUISH - Purch	\$160.00
00067397 MENARDS CASPER WY - Purchase	\$30.37
00067418 FASTENAL COMPANY01 - Purchase	\$13.54

Bills & Claims

City of Casper

12/20/2017 to 01/02/2018

00067423 RMI WYOMING INC - Purchase	\$178.02
00067444 ARCHITECTURALGLAZINGCO - Credi	-\$308.55
00067446 TOP OFFICE PRODUCTS IN - Purch	\$45.20
00067449 MENARDS CASPER WY - Purchase	\$13.43
00067455 CPU IIT - Purchase	\$88.40
00067235 ALSCO INC. - Purchase	\$175.00
00067698 CRESCENT ELECTRIC 103 - Credit	-\$254.52
00067733 CRESCENT ELECTRIC 103 - Purcha	\$400.83
00067740 SHERWIN WILLIAMS 70343 - Purch	\$40.28
00067742 CRESCENT ELECTRIC 103 - Purcha	\$254.52
00067747 CASPER WINNELSON CO - Purchase	\$93.90
00067773 MENARDS CASPER WY - Purchase	\$13.46
00067774 SAMS CLUB #6425 - Purchase	\$77.94
00067781 BLOEDORN LUMBER CASPER - Purch	\$8.57
00067785 CASPER WINNELSON CO - Purchase	\$15.96
00067807 AMAZON MKTPLACE PMTS - Purchas	\$19.97
00067819 WW GRAINGER - Purchase	\$235.75
00067839 LONG BLDG. TECHNOLOGIE - Purch	\$245.86
00067859 LONG BLDG. TECHNOLOGIE - Purch	\$73.15
00067879 NORCO INC - Purchase	\$20.95
00067880 BLOEDORN LUMBER CASPER - Purch	\$9.88
00067904 WOODWORKERS SUPPLY, I - Purcha	\$144.53
00067917 FASTENAL COMPANY01 - Purchase	\$176.22
00067928 WW GRAINGER - Purchase	\$16.76
00067929 SAMS CLUB #6425 - Purchase	\$160.36
00067563 HARBOR FREIGHT TOOLS 3 - Purch	\$25.98
00067569 BLOEDORN LUMBER CASPER - Purch	\$19.99
00067616 BAILEYS ACE HDWE - Purchase	\$1.98
00067649 CRESCENT ELECTRIC 103 - Purcha	\$15.23
00067685 COMTRONIX - Purchase	\$108.15
Subtotal for Cost Center Buildings & Structures:	\$2,729.39
00067329 BAILEYS ACE HDWE - Purchase	\$37.94
00067441 BAILEYS ACE HDWE - Purchase	\$13.98
Subtotal for Cost Center Cemetery:	\$51.92
00067732 INT IN POWDER RIVER S - Purch	\$72.50
00067900 THOMSON WEST TCD - Purchase	\$1,233.19
00067921 THOMSON WEST TCD - Purchase	\$127.05
00067927 THOMSON WEST TCD - Purchase	\$104.19
00067816 ATLAS OFFICE PRODUCTS - Purcha	\$108.36
Subtotal for Cost Center City Attorney:	\$1,645.29
00064402 INT IN ALLURETECH/COF - Purch	\$42.00

Bills & Claims

City of Casper

12/20/2017 to 01/02/2018

00064459 COMTRONIX - Purchase	\$296.00
Subtotal for Cost Center City Hall:	\$338.00
00067194 SQU SQ WTDEA - TRANSP - Purch	\$35.00
00067290 COMTRONIX - Purchase	\$78.00
00067604 GUADALAJARA MEXICAN RE - Purch	\$31.72
00067623 CPU IIT - Purchase	\$88.40
00067642 THE AREPA BARN RESTAUR - Purch	\$21.27
00067131 3OH7 HOSPITALITY LLC - Purchas	\$40.65
Subtotal for Cost Center City Manager:	\$295.04
00067598 IAEI - Purchase	\$120.00
00067272 NETWORK FLEET. INC. - Purchase	\$227.40
00066850 VZWRLSS MY VZ VB P - Purchase	\$44.99
Subtotal for Cost Center Code Enforcement:	\$392.39
00066619 APCO INTERNATIONAL INC - Purch	\$379.00
00066638 BLAKEMAN PROPANE INC-M - Purch	\$675.78
Subtotal for Cost Center Communications Center:	\$1,054.78
00067194 SQU SQ WTDEA - TRANSP - Purch	\$35.00
00067320 EGGINGTONS - Purchase	\$84.70
00066900 CASPER STAR TRIBUNE - Purchase	\$1,047.40
00066906 CASPER STAR TRIBUNE - Purchase	\$363.44
00066909 CASPER STAR TRIBUNE - Purchase	\$924.00
00066888 VZWRLSS MY VZ VB P - Purchase	\$297.76
00067609 CPU IIT - Purchase	\$917.98
Subtotal for Cost Center Council:	\$3,670.28
00067425 XEROX CORPORATION/RBO - Purcha	\$153.45
00067457 XEROX CORPORATION/RBO - Purcha	\$32.20
00067618 ATLAS OFFICE PRODUCTS - Purcha	\$9.53
Subtotal for Cost Center Engineering:	\$195.18
00065374 CPU IIT - Purchase	\$400.00
00066344 WATERWORKS IND 2697 - Purchase	\$49.08
00064293 ARCAS TECHNOLOGY INC - Purchas	\$97.00
00064459 COMTRONIX - Purchase	\$78.00
00064593 ATLAS OFFICE PRODUCTS - Purcha	\$16.07
00064796 ATLAS OFFICE PRODUCTS - Purcha	\$112.18
00066850 VZWRLSS MY VZ VB P - Purchase	\$22.50
00066729 CASPER STAR TRIBUNE - Purchase	\$274.38
Subtotal for Cost Center Finance:	\$1,049.21

Bills & Claims

City of Casper

12/20/2017 to 01/02/2018

00067487 WHEATLAND TRAVEL CEN - Purchas	\$57.36
00067661 EMERGENCY MEDICAL PROD - Purch	\$2,322.95
00067145 NATE'S FLOWERS & GIFTS - Purch	\$52.50
00067203 AMAZON.COM WWW.AMAZON. - Purch	\$17.11
00067266 MENARDS CASPER WY - Purchase	\$49.95
00067295 WM SUPERCENTER #3778 - Purchas	\$14.97
00067305 COMMUNICATION TECHNOLO - Purch	\$413.00
00067396 EXXONMOBIL 47626544 - Purch	\$24.02
00067499 NORCO INC - Credit	-\$86.87
00067508 CPU IIT - Purchase	\$39.99
00067548 WAL-MART #1617 - Purchase	\$156.45
00065235 LOAF N JUG #0106 Q81 - Purch	\$23.09
00066718 AMAZON MKTPLACE PMTS - Purchas	\$16.37
00067706 WM SUPERCENTER #1617 - Purchas	\$161.67
00067845 KINSCO - Purchase	\$259.96
Subtotal for Cost Center Fire:	\$3,522.52
00067404 FLINT HYDRAULICS - Purchase	\$8,511.39
00067415 GLACIER DIESEL POWER I - Purch	\$73.85
00067460 DRIVE TRAIN CASPER - Purchase	\$57.50
00067474 PRO AIR, LLC - Purchase	\$96.00
00067477 SIX ROBBLEES NO 19 - Purchase	\$48.70
00067479 WW GRAINGER - Purchase	\$8.92
00067497 GREINER FORD LINCOLN O - Purch	\$46.39
00067510 DRIVE TRAIN CASPER - Purchase	\$152.50
00067516 CASPER TIRE 0000705 - Purchase	\$190.00
00067525 GREINER FORD LINCOLN O - Purch	\$32.43
00067536 GREINER FORD LINCOLN O - Purch	\$43.59
00067552 GOODYEAR COMMERCIAL TI - Purch	\$8,280.00
00067554 GREINER FORD LINCOLN O - Purch	\$47.17
00067555 GOODYEAR COMMERCIAL TI - Purch	\$632.32
00067228 HONNEN EQUIPMENT 04 - Purchase	\$3,195.10
00067238 GREINER FORD LINCOLN O - Purch	\$45.65
00067241 GREINER FORD LINCOLN O - Purch	\$56.22
00067249 JACKS TRUCK AND EQUIPM - Purch	\$2,079.60
00067259 WW GRAINGER - Purchase	\$69.74
00067264 COMTRONIX - Purchase	\$183.00
00067270 JACKS TRUCK AND EQUIPM - Purch	\$38.55
00067272 NETWORK FLEET. INC. - Purchase	\$18.95
00067273 GREINER FORD LINCOLN O - Purch	\$66.73
00067276 CMI-TECO - Purchase	\$46.93
00067286 FIERO FLUID POWER - Purchase	\$141.44
00067293 DRIVE TRAIN CASPER - Purchase	\$142.80
00067297 BRAKE SUPPLY COMPANY I - ALARM	\$80.14

Bills & Claims

City of Casper

12/20/2017 to 01/02/2018

00067304 GREINER FORD LINCOLN O - Purch	\$179.08
00067308 GOODYEAR COMMERCIAL TI - 11R22	\$1,821.84
00067326 GREINER FORD LINCOLN O - Purch	\$51.12
00067327 CMI-TECO - Purchase	\$175.95
00067330 GREINER FORD LINCOLN O - Purch	\$20.87
00067347 GOODYEAR COMMERCIAL TI - 315/8	\$2,567.36
00067348 GREINER FORD LINCOLN O - Purch	\$3.43
00067350 WW GRAINGER - Purchase	\$20.86
00067356 STOTZ EQUIP-CASPER- - Purchase	\$176.40
00067359 HOODS EQUIPMENT & SPRI - TIRE	\$87.53
00067363 KELLYS ALIGNMENT AND B - Purch	\$88.00
00067368 BEARING BELTCHAIN00244 - Purch	\$2,012.95
00067369 GREINER FORD LINCOLN O - Purch	\$54.46
00067371 STOTZ EQUIP-CASPER- - LENS	\$36.70
00067372 GREINER FORD LINCOLN O - Purch	\$20.58
00067373 TRI-STATE TRUCK EQUIP - Purcha	\$1,795.54
00067393 GREINER FORD LINCOLN O - Purch	\$40.74
00067405 INT IN PETERSON EQUIP - Purch	\$172.77
00067416 GREINER FORD LINCOLN O - Purch	\$17.12
00067417 HENSLEY BATTERY&ELEC - Purcha	\$237.14
00067419 GREINER FORD LINCOLN O - Purch	\$213.25
00067427 DECKER AUTO GLASS - Purchase	\$243.83
00067428 AMERI-TECH EQUIPMENT C - Purch	\$13.44
00067433 DRIVE TRAIN CASPER - Purchase	\$102.52
00067451 GOODYEAR COMMERCIAL TI - 425/6	\$3,149.72
00067473 CPU IIT - Purchase	\$396.00
00066850 VZWRLSS MY VZ VB P - Purchase	\$22.50
00067156 WATEROUS COMPANY - MOTOR ASSY	\$525.34
00067071 JACKS TRUCK AND EQUIPM - CHAMB	\$25.30
00067491 INLAND TRUCK PARTS - STOCK CHA	\$430.00
00067523 INT IN NUTECH SPECIAL - Purch	\$144.76
00067531 CMI-TECO - Purchase BELTS	\$102.80
00067566 CMI-TECO - IDLER ROLLER BLADE	\$545.36
00067580 FRANK J. ZAMBONI & CO. - GSK,R	\$638.67
00067597 FRANK J. ZAMBONI & CO. - HARNE	\$696.98
00067627 STOTZ EQUIP-CASPER- - CARBURET	\$77.62
00067671 CMI-TECO - FAN BLADE	\$142.79
00067672 BOBCAT OF CASPER - CYLINDER, C	\$1,213.16
00067687 INT IN PETERSON EQUIP - WHEEL	\$362.02
00067695 JACKS TRUCK AND EQUIPM - SPRIN	\$215.92
00067696 INDUSTRIAL LUBRICANT C - PUMP	\$985.50
00067699 DRIVE TRAIN CASPER - TAPERED B	\$571.36
00067707 STOTZ EQUIP-CASPER- - DRIVESHA	\$642.20
00067712 GOODYEAR COMMERCIAL TI - 245/7	\$320.00

Bills & Claims

City of Casper

12/20/2017 to 01/02/2018

00067727 GOODYEAR COMMERCIAL TI - TIRES	\$2,615.62
00067730 GREINER FORD LINCOLN O - ASSY	\$161.12
00067736 ECM PERFORMANCE - Purchase	\$3,295.00
00067770 INT IN GREAT PLAINS C - NOZZE	\$75.67
00067778 S&S CASPER- PARTS - SENSOR ASS	\$100.48
00067780 CMI-TECO - BLADE IDLER ROLLER	-\$325.74
00067784 WEAR PARTS INC - BOLT & WASHER	\$2.20
00067786 DRIVE TRAIN CASPER - BEARINGS	\$355.00
00067800 E&F TOWING & RECOVERY-TOW	\$75.00
00067800 E&F TOWING & RECOVERY -TOW	\$550.00
00067808 DECKER AUTO GLASS - Purchase	\$95.00
00067809 JACKS TRUCK AND EQUIPM - FUEL	\$56.31
00067811 TRI-STATE TRUCK EQUIP - AIR FI	\$223.08
00067815 AMAZON MKTPLACE PMTS W - Purch	\$71.00
00067826 CASPER TIRE 0000705 - LT245/75	\$185.00
00067831 COMPRESSION LEASING SE - OIL	\$211.67
00067838 DRIVE TRAIN CASPER - BEARING	\$121.01
00067840 DRIVE TRAIN CASPER - CONTROL C	\$32.37
00067850 SQU SQ GOSQ.COM DAVID - 84" &	\$200.00
00067852 GOODYEAR COMMERCIAL TI - 20/10	\$112.00
00067858 AmazonPrime Membership - Purch	\$10.99
00067868 GREINER FORD LINCOLN O - SOLEN	\$85.79
00067899 AMAZON MKTPLACE PMTS W - Purch	\$11.95
00067983 MICHAELSFENCE&SUPPLYIN - Purch	\$12,000.00
00067564 GREINER FORD LINCOLN O - Purch	\$41.29
00067590 STOTZ EQUIP-CASPER- - Purchase	\$199.83
00067591 GOODYEAR COMMERCIAL TI - Purch	\$96.24
00067592 KELLY'S ALIGNMENT	\$88.00
00067592 KELLYS ALIGNMENT AND B - Purch	\$88.00
00067622 GREINER FORD LINCOLN O - Purch	\$36.08
00067633 CMI-TECO - Purchase	\$371.74
00067638 JACKS TRUCK AND EQUIPM - Purch	\$87.93
00067648 JACKS TRUCK AND EQUIPM - Purch	\$418.57
00067665 STOTZ EQUIP-CASPER- - Credit	-\$176.44
00067667 WW GRAINGER - Purchase	\$6.48
00067675 WW GRAINGER - Purchase	\$32.94
00067688 JACKS TRUCK AND EQUIPM - Purch	\$52.11
Subtotal for Cost Center Fleet Maintenance:	\$67,410.38
00067496 ATLAS OFFICE PRODUCTS - Purcha	\$15.37
00066139 ATLAS OFFICE PRODUCTS - Purcha	\$74.92
00067366 CRUM ELECTRIC SUPPLY C - Purch	\$420.90
00067379 TOP OFFICE PRODUCTS IN - Purch	\$35.45
00067394 COMTRONIX - Purchase	\$561.00

Bills & Claims

City of Casper

12/20/2017 to 01/02/2018

00067452 MENARDS CASPER WY - Purchase	\$19.97
Subtotal for Cost Center Fort Caspar:	\$1,127.61
00067488 INT IN GRANDVIEW PUBL - Purch	\$49.47
Subtotal for Cost Center General - Fort Caspar:	\$49.47
00067314 MENARDS CASPER WY - Purchase	\$120.95
00067406 COMTRONIX - Purchase	\$122.85
00067483 R & R REST STOPS - Purchase	\$67.50
00067484 SUTHERLANDS 2219 - Purchase	\$83.82
Subtotal for Cost Center Golf Course:	\$395.12
00067205 USPS PO 5715580945 - Purchase	\$2.75
Subtotal for Cost Center Health Insurance:	\$2.75
00067155 INTERMTN ENTERPRISES I - Purch	\$125.00
00067291 RRS SKI RACING CATALOG - Purch	\$607.95
00067355 HOBBY-LOBBY #0233 - Purchase	\$240.81
00067517 SUMMIT ELECTRIC, INC. - Purcha	\$449.20
00067529 FALLLINE CORP - Purchase	\$169.94
Subtotal for Cost Center Hogadon:	\$1,592.90
00067542 CASPER STAR TRIBUNE - Purchase	\$430.00
00067144 USPS PO 5715580945 - Purchase	\$24.90
00067724 DOUGH ENTERPRISES LLC - Purcha	\$11.00
Subtotal for Cost Center Human Resources:	\$465.90
00067518 BARGREEN WYOMING 25 - Purchase	\$127.95
00067546 AGP PROPANE SERVICES - Purchas	\$116.96
00067478 SAMSCLUB.COM - Purchase	\$46.98
00067492 SAMS CLUB #6425 - Purchase	\$89.79
00067515 SAMS CLUB #6425 - Purchase	\$36.90
00067519 SAMSCLUB #6425 - Purchase	\$68.88
00067522 SAMSCLUB.COM - Purchase	\$252.10
00067438 WAL-MART #1617 - Purchase	\$69.00
00067456 SQUARE SQ PAPA JOHNS - Purch	\$389.54
00067467 FACEBK RLLF7E2UE2 - Purchase	\$10.00
00067113 WW GRAINGER - Purchase	\$321.48
00067268 AGP PROPANE SERVICES - Purchas	\$146.85
00067789 ADOBE PHOTOGRAPHY PLAN - Purcha	\$125.87
00067611 COMMERCIAL REFRIGERATI - Purch	\$616.89
00067643 SAMSCLUB #6425 - Purchase	\$137.24
00067670 SAMSCLUB #6425 - Purchase	\$73.80
00067751 NORCO INC - Purchase	\$289.93

Bills & Claims

City of Casper

12/20/2017 to 01/02/2018

00067752 A&A GLOBAL INDUSTRIES - Purcha	\$196.99
Subtotal for Cost Center Ice Arena:	\$3,117.15
00067821 AMAZON MKTPLACE PMTS - Purchas	\$49.97
Subtotal for Cost Center Information Services:	\$49.97
00067165 VZWRLSS APOCC VISB - Purchase	\$621.14
00067272 NETWORK FLEET. INC. - Purchase	\$132.65
00067050 GREINER FORD LINCOLN O - Purch	\$117.74
00067226 AMERICAN FLOOR MATS - Purchase	\$107.20
00067253 PERSONALIZATION MALL - Purchas	\$122.95
00067351 NOLAND FEED INC. - Purchase	\$739.60
00067378 BAILEYS ACE HDWE - Purchase	\$23.99
00067391 COMTRONIX - Purchase	\$108.00
00067422 SPORTSMANS WAREHOUSE 1 - Purch	\$14.99
00067429 MURDOCH'S RANCH & HOME - Purch	\$34.99
00067434 ROTO ROOTER - Purchase	\$892.00
00067439 COMTRONIX - Purchase	\$108.00
00067447 WESTSIDE ANIMAL HOSPIT - Purch	\$218.27
00067294 CASPER STAR TRIBUNE - Purchase	\$213.64
Subtotal for Cost Center Metro Animal:	\$3,455.16
00067225 RICOH USA, INC - Purchase	\$191.29
00067225 RICOH USA, INC - Purchase	\$20.10
00067257 SQU SQ WTDEA - TRANSP - Purch	\$3.33
00067257 SQU SQ WTDEA - TRANSP - Purch	\$31.67
Subtotal for Cost Center Metropolitan Planning:	\$246.39
00067272 NETWORK FLEET. INC. - Purchase	\$126.80
00067031 MICHAELSFENCE&SUPPLYIN - Purch	\$1.60
00067034 THE HOME DEPOT #6001 - Purchas	\$73.56
00067112 FACEBK ZLDADEJKH2 - Purchase	\$24.72
00067281 THE HOME DEPOT #6001 - Purchas	\$28.39
00067352 LEES GLASS DC - Purchase	\$83.49
00067409 BAILEYS ACE HDWE - Purchase	\$42.75
00067493 OREILLY AUTO #3155 - Purchase	\$4.99
00067527 CROWNE PLAZA DENVER - Purchase	\$257.08
00067532 VZWRLSS IVR VB - Purchase	\$40.03
00067535 TRACTOR SUPPLY CO #199 - Purch	\$449.91
00067572 GEOTEC INDUSTRIAL SUPP - Purch	\$1,330.00
00066850 VZWRLSS MY VZ VB P - Purchase	\$146.30
Subtotal for Cost Center Parks:	\$2,609.62
00067490 HOBBY-LOBBY #0233 - Purchase	\$15.96

Bills & Claims

City of Casper

12/20/2017 to 01/02/2018

00067104 BLOEDORN LUMBER CASPER - Purch	\$618.48
00067658 TOMAS ENTERPRISES INC - Purcha	\$32.25
00067669 ATLAS OFFICE PRODUCTS - Purcha	\$46.84
Subtotal for Cost Center Planning:	\$713.53
00064947 STRAIGHTTALK SERVICES - Purcha	\$37.81
00064942 STRAIGHTTALK SERVICES - Purcha	\$37.81
00066467 SUNSET ITALIAN - Purchase	\$21.32
00066625 WILMINGTON FRA - Purchase	\$1,790.00
00066627 CONOCO - TWIN STAR ENE - Purch	\$22.10
00066655 EXPERIAN EXP PAY CC - Purchase	\$87.40
Subtotal for Cost Center Police:	\$1,996.44
00067301 HQ SOUTHERN BBQ LLC - Purchase	\$108.00
00067463 MICHAELSFENCE&SUPPLYIN - Purch	\$250.00
00067505 WAL-MART #3778 - Credit	-\$15.76
00067952 MICHAELSFENCE&SUPPLYIN - Purch	\$940.00
Subtotal for Cost Center Property & Liability Insurance:	\$1,282.24
00067465 DOMINO'S 6042 - Purchase	\$72.37
00067501 WAL-MART #3778 - Purchase	\$20.29
00067152 WAL-MART #3778 - Purchase	\$10.24
00067388 SAMS CLUB #6425 - Purchase	\$111.05
00067392 PIONEER PRINTING - Purchase	\$1,117.10
00067412 COWBOY SUPPLY HOUSE IN - Purch	\$59.82
00067571 WAL-MART #1617 - Purchase	\$78.28
00067619 WM SUPERCENTER #1617 - Purchas	\$14.88
00067663 NORCO INC - Purchase	\$197.38
00067673 SAMSCLUB #6425 - Purchase	\$46.50
00067719 WAL-MART #1617 - Credit	-\$15.62
00067813 NORCO INC - Purchase	\$51.22
00067854 CROWN AWARDS INC - Purchase	\$196.27
Subtotal for Cost Center Recreation:	\$1,959.78
00067407 DECKER AUTO GLASS - Purchase	\$55.17
00067568 HARBOR FREIGHT TOOLS 3 - Purch	\$41.42
00067621 MCCOY SALES CORPORATIO - Purch	\$150.85
00067636 AIRGAS CENTRAL - Purchase	\$63.60
00067659 URGENT CARE OF CASPER - Purcha	\$90.00
00067690 WYOMING STEEL AND RECY - Purch	\$5,553.90
00067272 NETWORK FLEET. INC. - Purchase	\$465.54
00067430 DRIVE TRAIN CASPER - Purchase	\$43.80
00067440 CONOCO - HOMAX OIL SAL - Purch	\$100.40
00067494 WYOMING WORK WAREHOUSE - Purch	\$71.96

Bills & Claims

City of Casper

12/20/2017 to 01/02/2018

00067512 CPS DISTRIBUTORS INC C - Purch	\$157.87
00067106 AIRGAS CENTRAL - Purchase	\$558.00
00067224 THE HOME DEPOT #6001 - Purchas	\$79.97
00067235 ALSCO INC. - Purchase	\$188.34
00067274 CASPER TIRE 0000705 - Purchase	\$32.50
00067313 AMERI-TECH EQUIPMENT C - Purch	\$753.32
00067331 AIRGAS CENTRAL - Purchase	\$26.50
00067332 CASPER TIRE 0000705 - Purchase	\$32.50
00067338 AIRGAS CENTRAL - Purchase	\$80.28
00067343 CMI-TECO - Purchase	\$9,820.62
00067349 AIRGAS CENTRAL - Purchase	\$25.40
00067357 CMI-TECO - Purchase	\$1,055.83
00067364 AIRGAS CENTRAL - Purchase	\$24.72
00067365 AIRGAS CENTRAL - Purchase	\$510.72
00067038 HOSE & RUBBER SUPPLY C - Purch	\$30.67
00067721 CASPER TIRE 0000705 - Purchase	\$32.50
00067787 CASPER TIRE 0000705 - Purchase	\$39.50
00067862 STAPLES 00114181 - Purch	\$40.98
00067869 CMI-TECO - Purchase	\$146.88
Subtotal for Cost Center Refuse Collection:	\$20,273.74
00067325 NATIONAL SOCIETY OF PR - Purch	\$214.00
00067336 SAMS CLUB #6425 - Purchase	\$45.00
00067386 STAPLES 00114181 - Purch	\$46.97
00067426 SAMSCLUB #6425 - Purchase	\$85.64
00067550 BAILEYS ACE HDWE - Purchase	\$11.98
00067562 MURDOCH'S RANCH & HOME - Purch	\$48.05
00067626 MURDOCH'S RANCH & HOME - Purch	\$13.98
00067272 NETWORK FLEET. INC. - Purchase	\$18.95
00067112 FACEBK ZLDADEJKH2 - Purchase	\$35.22
00066850 VZWRLSS MY VZ VB P - Purchase	\$22.50
00067710 INDUSTRIAL LUBRICANT C - Purch	\$10.00
00067718 CASPER CONTRACTORS SUP - Purch	\$53.50
00067750 WYOMING ASSOCIATION OF - Purch	\$145.00
00067753 MCCOY SALES CORPORATIO - Purch	\$57.10
Subtotal for Cost Center Sewer:	\$807.89
00067624 CASPER STAR TRIBUNE - Purchase	\$223.12
00067272 NETWORK FLEET. INC. - Purchase	\$549.55
00067385 TOP OFFICE PRODUCTS IN - Purch	\$68.68
00067464 ECONOLITE - Purchase	\$267.41
00067514 LYLE SIGNS - Purchase	\$130.00
00067596 VZWRLSS IVR VB - Purchase	\$40.01
00066850 VZWRLSS MY VZ VB P - Purchase	\$22.50

Bills & Claims

City of Casper

12/20/2017 to 01/02/2018

Subtotal for Cost Center Streets:	\$1,301.27
00067644 BAILEYS ACE HDWE - Purchase	\$33.98
00067645 TFS FISHER SCI ATL - Purchase	\$139.58
00067646 WW GRAINGER - Purchase	\$85.36
00067651 HENSLEY BATTERY&ELEC - Purchas	\$105.80
00067666 FERGUSON ENT #3069 - Purchase	\$573.35
00067323 SHANLEY PUMP & EQUIPME - Purch	\$1,416.27
00067333 TFS FISHER SCI ATL - Purchase	\$418.16
00067354 ATLAS OFFICE PRODUCTS - Purcha	\$211.42
00067401 BEARING BELTCHAIN00244 - Purch	\$57.98
00067445 HOSE & RUBBER SUPPLY C - Purch	\$15.98
00067450 NORCO INC - Purchase	\$82.24
00067489 TFS FISHER SCI ATL - Purchase	\$230.29
00067502 WEAR PARTS INC - Purchase	\$20.97
00067528 WW GRAINGER - Purchase	\$108.32
00067581 HOSE & RUBBER SUPPLY C - Purch	\$31.82
00067584 RESPOND FIRST AID OF W - Purch	\$58.38
00067617 BAILEYS ACE HDWE - Purchase	\$24.53
00066850 VZWLSS MY VZ VB P - Purchase	\$44.99
00067716 TFS FISHER SCI ATL - Purchase	\$25.14
00067756 COLUMBINE CONTROL COMP - Purch	\$2,032.31
00067779 BAILEYS ACE HDWE - Purchase	\$69.99
00067779 BAILEYS ACE HDWE - Purchase	\$60.40
00067790 TFS FISHER SCI ATL - Purchase	\$88.89
00067822 HARRINGTON 08 DENVER - Purchas	\$719.87
00067851 HAJOCA KEENAN SUPP 25 - Purcha	\$3,995.25
00067853 HAJOCA KEENAN SUPP 25 - Purcha	\$4,654.03
00067864 BAILEYS ACE HDWE - Purchase	\$18.55
Subtotal for Cost Center Waste Water:	\$15,323.85
00067693 CRUM ELECTRIC SUPPLY C - Purch	\$21.79
00067702 THE HOME DEPOT #6001 - Purchas	\$5.59
00067509 DANA KEPNER CO. - Purchase	\$7,071.80
00067544 WATERWORKS IND 2697 - Purchase	\$124.56
00067545 INT IN GREAT PLAINS C - Purch	\$323.46
00067582 HACH COMPANY - Purchase	\$1,532.77
00067612 UNITED STATES WELDING - Purcha	\$19.23
00067668 ADVANCED HYDRAULIC & M - Purch	\$19.14
00067680 ENERGY LABORATORIES, I - Purch	\$340.00
00067681 CRUM ELECTRIC SUPPLY C - Purch	\$288.05
00067684 CRUM ELECTRIC SUPPLY C - Purch	\$104.61
00067272 NETWORK FLEET. INC. - Purchase	\$170.55
00067289 USPS PO 5715580945 - Purchase	\$38.22

Bills & Claims

City of Casper

12/20/2017 to 01/02/2018

00067387 ENERGY LABORATORIES, I - Purch	\$340.00
00067403 ENERGY LABORATORIES, I - Purch	\$340.00
00067413 SUTHERLANDS 2219 - Purchase	\$7.90
00067442 TOP OFFICE PRODUCTS IN - Purch	\$94.92
00066850 VZWRLSS MY VZ VB P - Purchase	\$71.25
00067708 WEAR PARTS INC - Purchase	\$18.26
00067722 USPS PO 5715580945 - Purchase	\$7.92
00067744 ELECTRIC SERVICE CO - Purchase	\$70.00
00067749 CRUM ELECTRIC SUPPLY C - Credi	-\$12.23
00067750 WYOMING ASSOCIATION OF - Purch	\$280.00
00067793 SUTHERLANDS 2219 - Purchase	\$19.99
00067799 CASPER CONTRACTORS SUP - Purch	\$85.50
00067802 RMI WYOMING INC - Purchase	\$31.72
00067803 ATLAS OFFICE PRODUCTS - Purcha	\$4.90
00067812 FERGUSON ENT #3069 - Purchase	\$26.98
00067867 CRUM ELECTRIC SUPPLY C - Purch	\$11.47
Subtotal for Cost Center Water:	\$11,458.35

00067599 STAPLES 00114181 - Purch	\$59.98
00067639 WW GRAINGER - Purchase	\$203.50
00067662 WW GRAINGER - Purchase	\$15.30
00067678 BEARING BELTCHAIN00244 - Purch	\$78.82
00067689 CRUM ELECTRIC SUPPLY C - Purch	\$18.20
00067321 GREINER FORD LINCOLN O - Purch	\$17.86
00067328 ENERGY LABORATORIES - Purchase	\$225.00
00067375 ENERGY LABORATORIES - Purchase	\$20.00
00067436 WW GRAINGER - Purchase	\$568.00
00067459 COASTAL CHEMICAL CO LL - Purch	\$31.63
00067504 NORCO INC - Purchase	\$25.00
00067511 CRUM ELECTRIC SUPPLY C - Purch	\$30.48
00067543 UPS 0000008F045W497 - Purchase	\$123.57
00067553 UNITED STATES WELDING - Purcha	\$3,418.95
00067587 ENERGY LABORATORIES - Purchase	\$37.00
00067600 USPS PO 5715580945 - Purchase	\$6.59
00067602 ENERGY LABORATORIES - Purchase	\$225.00
00067605 WW GRAINGER - Purchase	\$650.45
00066850 VZWRLSS MY VZ VB P - Purchase	\$22.50
00067715 WYOMING ASSOCIATION OF - Purch	\$425.00
00067717 STAPLES 00114181 - Purch	\$199.98
00067728 ATLAS OFFICE PRODUCTS - Purcha	\$121.20
00067759 BEARING BELTCHAIN00244 - Purch	\$111.96
00067794 ENERGY LABORATORIES - Purchase	\$20.00
00067805 EUROFINS EATON ANALYTI - Purch	\$100.00
Subtotal for Cost Center Water Treatment Plant:	\$6,755.97

Bills & Claims

City of Casper

12/20/2017 to 01/02/2018

00066992 TIPPMANN INDUSTRIAL PR - Purch \$57.99
Subtotal for Cost Center Weed And Pest: \$57.99

Vendor Subtotal: \$182,364.73

POSTAL PROS SOUTHWEST INC

4400 UTILITY BILLING FEES \$2,785.72
4389 UTILITY BILLING FEES \$2,664.23
4378 UTILITY BILLING FEES \$337.01
Subtotal for Cost Center Finance: \$5,786.96

Vendor Subtotal: \$5,786.96

PUBLIC SAFETY COMMUNICATIONS CENTER

734/159119 PSCC MONTHLY USER FEE \$2,622.29
Subtotal for Cost Center Metro Animal: \$2,622.29

1276/159120 PSCC MONTHLY USER FEE \$572.73
Subtotal for Cost Center Water: \$572.73

Vendor Subtotal: \$3,195.02

RAFTELIS FINANCIAL CONSULTANTS INC

CAWY1702-10 SYSTEM INVESTMENT CHARGE/COST \$1,481.79
Subtotal for Cost Center Sewer: \$1,481.79

CAWY1702-10 SYSTEM INVESTMENT CHARGE/COST \$1,481.79
Subtotal for Cost Center Waste Water: \$1,481.79

CAWY1702-10 SYSTEM INVESTMENT CHARGE/COST \$2,256.67
Subtotal for Cost Center Water: \$2,256.67

Vendor Subtotal: \$5,220.25

RECYCLED MATERIALS, LLC.

1006A PLAINS FURNITURE BLDG DEMO \$108,000.00
1006A RETAINAGE -\$6,813.44
Subtotal for Cost Center Special Revenue: \$101,186.56

Vendor Subtotal: \$101,186.56

REED'S AUTOMOTIVE &

43109 REPAIR EXHAUST \$532.33

Bills & Claims

City of Casper

12/20/2017 to 01/02/2018

CUSTOM EXHAUST	Subtotal for Cost Center Fleet Maintenance:	\$532.33
	Vendor Subtotal:	\$532.33
ROBERT WEANT	141116 BOOT REIMBURSEMENT	\$51.44
	Subtotal for Cost Center Water:	\$51.44
	Vendor Subtotal:	\$51.44
ROCKY MOUNTAIN POWER	RIN0028295 LANDFILL REMED PROGRAM	\$536.39
	Subtotal for Cost Center Balefill:	\$536.39
	AP00016812211707 ELECTRICITY	\$187.44
	Subtotal for Cost Center Buildings & Structures:	\$187.44
	AP00018112211707 ELECTRICITY	\$3,639.01
	AP00023612211707 ELECTRICITY	\$58.92
	Subtotal for Cost Center Parks:	\$3,697.93
	AP00016512211707 ELECTRICITY	\$24,294.04
	Subtotal for Cost Center Water:	\$24,294.04
	RIN0028310 ENERGY ELECTRICITY	\$44,190.94
	RIN0028310 ENERGY ELECTRICITY	\$9,345.28
	Subtotal for Cost Center Water Treatment Plant:	\$53,536.22
	Vendor Subtotal:	\$82,252.02
ROD BARSTAD'S PAINT & AUTO BODY	6134 BODY SHOP 101204 CLAIM 0969CA	\$6,016.16
	6164 BODY SHOP 101241 CLAIM 1015CA	\$9,462.39
	Subtotal for Cost Center Fleet Maintenance:	\$15,478.55
	Vendor Subtotal:	\$15,478.55
SMARSH, INC	AP00017712211707 EMAIL MAINTENANCE-INV00307343	\$1,768.50
	Subtotal for Cost Center Finance:	\$1,768.50
	Vendor Subtotal:	\$1,768.50

Bills & Claims

City of Casper

12/20/2017 to 01/02/2018

STATE OF WY. - DEPT. OF ENVIRONMENTAL QUALITY	391-2018 YEARLY TANK FEES FOR 2018	\$1,400.00
	Subtotal for Cost Center Fleet Maintenance:	\$1,400.00
	Vendor Subtotal:	\$1,400.00
STEALTH PARTNER GROUP	RIN0028317 MEDICAL STOP LOSS INSURANCE	\$55,993.71
	Subtotal for Cost Center Health Insurance:	\$55,993.71
	Vendor Subtotal:	\$55,993.71
STOOPS, DAN	0030031320 UTILITY REFUND	\$19.51
	Subtotal for Cost Center Water:	\$19.51
	Vendor Subtotal:	\$19.51
STRAW, MADASYN	0030031319 UTILITY REFUND	\$28.79
	Subtotal for Cost Center Water:	\$28.79
	Vendor Subtotal:	\$28.79
TEST AMERICA LABORATORIES, INC	28198023 CLOSED BALEFILL	\$80.00
	28198021 CLOSED BALEFILL	\$36.00
	Subtotal for Cost Center Balefill:	\$116.00
	Vendor Subtotal:	\$116.00
TRETO CONST.	GH15 RETAINAGE 17-041	-\$2,489.55
	Subtotal for Cost Center Capital Projects - Streets:	-\$2,489.55
	GH15 DOWNTOWN PARKING GARAGE ALLEY	\$49,791.00
	Subtotal for Cost Center Streets:	\$49,791.00
	Vendor Subtotal:	\$47,301.45
TUFT, NEVILLE	0030031324 UTILITY REFUND	\$144.89
	Subtotal for Cost Center Water:	\$144.89
	Vendor Subtotal:	\$144.89

Bills & Claims

City of Casper

12/20/2017 to 01/02/2018

VIEWPOINT GOVERNMENT SOLUTIONS, INC.	2643 7 LICENSES-BLDG DEPT OCT-JAN	\$1,680.00
	Subtotal for Cost Center Code Enforcement:	\$1,680.00
	2643 2 LICENSES-ENGINEERING OCT-JAN	\$480.00
	Subtotal for Cost Center Engineering:	\$480.00
	Vendor Subtotal:	\$2,160.00
VISION SVC. PLAN	804586939 COBRA CONTRIBUTIONS	\$3.78
	804586932 BENEFITS PAYABLE	\$1,459.22
	Subtotal for Cost Center Health Insurance:	\$1,463.00
	Vendor Subtotal:	\$1,463.00
WASTE WATER TREATMENT	1337/159126 MONTHLY SUMP WASTE	\$600.00
	Subtotal for Cost Center Balfill:	\$600.00
	Vendor Subtotal:	\$600.00
WEST PLAINS ENGINEERING, INC.	BC15031-1020 FY16 CEC CHILLER REPLACEMENT 1	\$28,837.50
	Subtotal for Cost Center Casper Events Center:	\$28,837.50
	Vendor Subtotal:	\$28,837.50
WESTERN WATER CONSULTANTS, INC.	160360014 ROBERTSON ROAD TRAIL EXTENSION	\$1,559.98
	RIN0028313 FY16 ROBERTSON RD TR EXT TAP M	\$390.00
	Subtotal for Cost Center Parks:	\$1,949.98
	160580021 K STREET IMPROVEMENTS - PHASE	\$385.11
	Subtotal for Cost Center Sewer:	\$385.11
	160580021 K STREET IMPROVEMENTS - PHASE	\$4,621.27
	160580021 K STREET IMPROVEMENTS - PHASE	\$5,501.51
	130130053 MIDWEST AVE RECONSTRUCTION PRO	\$4,239.75
	Subtotal for Cost Center Streets:	\$14,362.53
	160580021 K STREET IMPROVEMENTS - PHASE	\$495.14
	Subtotal for Cost Center Water:	\$495.14

Bills & Claims

City of Casper

12/20/2017 to 01/02/2018

Vendor Subtotal:	\$17,192.76
-------------------------	--------------------

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

81664 LEGAL	\$209.00
Subtotal for Cost Center Property & Liability Insurance:	\$209.00

Vendor Subtotal:	\$209.00
-------------------------	-----------------

**WLC ENGINEERING -
SURVEYING - PLANNING**

2017-11085 ROTARY PARK PATHWAY - PHASE II	\$9,845.29
Subtotal for Cost Center City Manager:	\$9,845.29

2017-11085 ROTARY PARK PATHWAY - PHASE II	\$2,461.32
Subtotal for Cost Center One Cent #15:	\$2,461.32

2017-11034 WEST CASPER ZONE II WATER SYST	\$802.49
2017-11034 WEST CASPER ZONE II WATER SYST	\$395.26
Subtotal for Cost Center Water:	\$1,197.75

Vendor Subtotal:	\$13,504.36
-------------------------	--------------------

WORLDWASH

4055-a INSTALL FIRE RATED ACCESS DOOR	\$325.00
Subtotal for Cost Center Buildings & Structures:	\$325.00

4055-a CLEAN AND DEGREASE KITCHEN EXH	\$575.00
Subtotal for Cost Center Buildings & Structures:	\$575.00

Vendor Subtotal:	\$900.00
-------------------------	-----------------

**WY. BUSINESS COALITION
ON HEALTH, INC.**

2018JAN-JUNE-SEMI HEALTH ASSOCIATION DUES	\$4,560.00
Subtotal for Cost Center Health Insurance:	\$4,560.00

Vendor Subtotal:	\$4,560.00
-------------------------	-------------------

**WY. DEPT. OF
TRANSPORTATION**

0000094407 CY AVE & POPLAR ST LANDSCAPING	\$117.32
Subtotal for Cost Center Parks:	\$117.32

0000094408 CY AVE & POPLAR ST INTERSECTIO	\$117.32
Subtotal for Cost Center Water:	\$117.32

Bills & Claims

City of Casper

12/20/2017 to 01/02/2018

Vendor Subtotal:	\$234.64
-------------------------	-----------------

WY. MACHINERY CO.

S1748701 CATERPILLAR DUPLEX FORKLIFT GP	\$35,405.00
---	-------------

Subtotal for Cost Center Balefill:	\$35,405.00
---	--------------------

W05157905 INSURANCE CLAIM 0702/ 660195	\$28,847.34
--	-------------

Subtotal for Cost Center Fleet Maintenance:	\$28,847.34
--	--------------------

Vendor Subtotal:	\$64,252.34
-------------------------	--------------------

Grand Total	\$1,077,250.66
--------------------	-----------------------

Approved By

On

CITY of CASPER, WYOMING
 BILLS and CLAIMS ADDENDUM
 Council Meeting
 01/02/18

Payroll Disbursements

12/13/17	Exception Payroll	\$ 194.16
12/13/17	Benefits & Deductions	\$ 14.86
12/21/17	Fire Payroll	\$ 161,012.23
12/21/17	Benefits & Deductions	\$ 26,238.39
12/28/17	City Payroll	\$ 1,011,125.47
12/28/17	Benefits & Deductions	\$ 167,593.02

	Total Payroll	<u>\$ 1,366,178.13</u>
--	----------------------	-------------------------------

Additional Fees

	Total Fees	<u>\$ -</u>
--	-------------------	--------------------

Additional AP

Additional Accounts Payable

12/11/17	Treto Construction - void check	\$ (23,775.00)
	Treto Construction - void check	\$ (270,901.86)
12/14/17	Prewrits - reissues/utility refunds/sales tax	
	Treto Construction - reissues	\$ 294,676.86
	71 Construction	\$ 93.03
	Mary Espy	\$ 49.41
	First Interstate Bank - Petty Cash	\$ 325.53
	First Interstate Bank - Petty Cash	\$ 139.30
	Hall's Custom Paving	\$ 85.00
	Hedquist Construction	\$ 258.23
	Kortney Lajeunesse	\$ 45.54
	Cxi Lin	\$ 72.60
	Patti Martini	\$ 37.93
	Natrona County Clerk	\$ 165.00
	Randy Rieker	\$ 295.34
	Chase Sanchez	\$ 45.54
	Kenneth B/Karla Sims Jr.	\$ 55.99
	State of Wy - Dept of Revenue	\$ 609.18
	Tom Pitlick	\$ 380.29

	Total Additional AP	<u>\$ 2,878.90</u>
--	----------------------------	---------------------------

December 7, 2017

MEMO TO: J. Carter Napier, City Manager JCN

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

SUBJECT: Establish January 16, 2018 as the Public Hearing Date for a New Restaurant
Liquor License No. 37 for 2nd Street Eats, LLC, d/b/a 2nd Street Eats LLC,
Located at 128 East 2nd Street.

Meeting Type & Date
Regular Council Meeting
January 2, 2018

Action type
Establish Public Hearing
Minute Action

Recommendation
That Council, by minute action, establish January 16, 2018 as the Public Hearing date for a new restaurant liquor license No. 37 for 2nd Street Eats, LLC, d/b/a 2nd Street Eats, LLC, located at 128 East 2nd Street.

Summary
An application has been received requesting a new restaurant liquor license No. 37 for 2nd Street Eats, LLC, d/b/a 2nd Street Eats, LLC, located at 128 East 2nd Street. This restaurant will be located in the old Woolworth building.

2nd Street Eats, LLC is owned by Duane Jensen who also owns Charlie T's Pizza. Charlie T's restaurant liquor license is not being renewed for the 2018-2019 liquor license period.

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

Financial Considerations
No Financial Considerations

Oversight/Project Responsibility
Carla Mills-Laatsch, Licensing Specialist

Attachments
None

December 7, 2017

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

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

SUBJECT: Establish January 16, 2018 as the Public Hearing Date for a Transfer of Ownership for Retail Liquor License No. 28, from Sunrise Center, LLC, d/b/a Prime Time, to Caputa's Catering, LLC, d/b/a Sunrise Lanes, Located at 4370 South Poplar Street.

Meeting Type & Date

Regular Council Meeting
January 2, 2018

Action type

Establish Public Hearing
Minute Action

Recommendation

That Council, by minute action, establish January 16, 2018 as the Public Hearing date for a transfer of ownership for retail liquor license No. 28, from Sunrise Center, LLC, d/b/a Prime Time, to Caputa's Catering, LLC, d/b/a Sunrise Lanes, Located at 4370 South Poplar Street.

Summary

An application has been received requesting the transfer of Retail Liquor License No. 28 from Sunrise Center, LLC, d/b/a Prime Time to Caputa's Catering, LLC, d/b/a Sunrise Lanes. The location will remain 4370 South Poplar Street.

Sunrise Center, LLC is currently owned by Neil Gehring, Rob Caputa and Richard Emond, with Neil as the majority holder. Neil Gehring plans to retire and Rob Caputa will run the bowling alley and restaurant. They are now seeking to transfer the liquor license accordingly.

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

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

Financial Considerations

No Financial Considerations

Oversight/Project Responsibility

Carla Mills-Laatsch, Licensing Specialist, City Clerk Office

Attachments

None

December 5, 2017

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

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

SUBJECT: Public Hearing for a Transfer of Ownership Limited Retail Liquor License No. 10, from Three Crowns, LLC, d/b/a Three Crowns Golf Club to Amoco Reuse Agreement Joint Powers Board, d/b/a Three Crowns Golf Club, Located at 1601 King Boulevard.

Meeting Type & Date
Regular Council Meeting
January 2, 2018

Action type
Public Hearing
Minute Action

Recommendation
That Council, by minute action, consider the application for a transfer of ownership for limited retail liquor license No. 10 from Three Crowns, LLC, d/b/a Three Crowns Golf Club to Amoco Reuse Agreement Joint Powers Board, d/b/a Three Crowns Golf Club, located at 1601 King Boulevard

Summary
An application was received for a transfer of ownership from Three Crowns, LLC d/b/a Three Crowns Golf Course to Amoco Reuse Agreement Joint Powers Board, d/b/a Three Crowns Golf Course.

Amoco Reuse Agreement Joint Powers Board owns the building and desires to take on the liability of this liquor license. Amoco Reuse Agreement Joint Powers Board has sub-contracted with OB Sports to operate the liquor license at the Golf Course. This move aligns the license with the State Statute 12-5-201 (g) of having one sub-contractor.

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

License Fees Annual Fee: \$ 100.00
 Prorated Fee: \$ _____
 Transfer Fee: \$ _____
 Publishing Fee: \$ 96.42

Local License #: Limited 10
 Date filed with clerk: 11 14 17
 Advertising Dates: (2 Weeks) 12/20/2017 & 12/24/2017
 Hearing Date: 01 02 2018

Publishing Fee Direct Billed to Applicant:

License Term: 01 03 2018 Through 03 31 2018
Month Day Year Month Day Year

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

Applicant: Amos Reese Agreement Joint Power Board

Trade/Business Name (dba): THREE Crowns Golf Club

Building to be licensed/Building Address: 1631 KIMB BLVD
Number & Street
Crozier, WY. 82404, NIOTRANT
City State Zip County

Mailing Address: 1101 KIMB BLVD.
Number & Street or P O Box
Crozier, WY. 82404
City State Zip

Business Telephone Number: (307) 472-7696 Fax Number: (307) 472-7701

E-Mail Address: sjohnson@threecrownsclub.com

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

FILING FOR

NEW LICENSE N/A

TRANSFER OF LOCATION

FILING IN (CHOOSE ONLY ONE)

CITY OF: Crozier

COUNTY OF: _____

FILING AS (CHOOSE ONLY ONE)

INDIVIDUAL

PARTNERSHIP

LP/LLP

LLC

CORPORATION

LTD PARTNERSHIP

ORGANIZATION

OTHER: JOINT POWER BOARD

TRANSFER OWNERSHIP

ASSIGNMENT LETTER ATTACHED

FORMERLY HELD BY: THREE CROWNS, LLC

TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)

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

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

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

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

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

ALL APPLICANTS MUST COMPLETE QUESTIONS 1-6

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

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

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

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

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

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

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

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

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

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

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

(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 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)

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 YES NO

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

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

11. WINERY LICENSE:

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

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

12. LIMITED RETAIL (CLUB) LICENSE:

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

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

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

13. LIMITED RETAIL (CLUB) LICENSE:

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

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

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

14. LIMITED RETAIL (CLUB) LICENSE:

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

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

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

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

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

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

15. LIMITED RETAIL (CLUB) LICENSE:

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

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

REQUIRED ATTACHMENTS:

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

OATH OR VERIFICATION

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

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

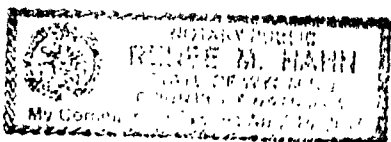
STATE OF WYOMING)
) SS.
COUNTY OF WATSON)

Signed and sworn to before me on this 8TH day of NOVEMBER 12

2011 that the facts alleged in the foregoing instrument are true by the following:

1) _____ (Signature)	<u>JERAD STARK</u> (Printed Name)	<u>CHAIR</u> Title
2) <u>[Signature]</u> (Signature)	<u>BEN SCHRAEDER</u> (Printed Name)	<u>VICE CHAIR</u> Title
3) <u>[Signature]</u> (Signature)	<u>BOB CHANOWETH</u> (Printed Name)	<u>TREASURER</u> Title
4) _____ (Signature)	_____ (Printed Name)	_____ Title
5) _____ (Signature)	_____ (Printed Name)	_____ Title
6) _____ (Signature)	_____ (Printed Name)	_____ Title

Witness my hand and official seal:



(SEAL)

[Signature]
Signature of Notary Public

My commission expires: 11/15/2012



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 12/20/2017 and ended on 01/03/2018 and
- Attached is image of the Notice as actually posted on the City of Casper website (www.casperwy.gov) for the entire period referenced above.

By Carla Mills-Ketchum Date: 12/5/2017

Title: Licensing Specialist

Scribed in my presence and sworn before me on this

5th day of December, 2017

Jessie Reed

Provide to City of Casper Central Records

Amoco Reuse Agreement Joint Powers Board

Notice is hereby given that on the 11th day of November, 2017, Amoco Reuse Agreement Joint Powers Board d/b/a Three Crowns Golf Club applied for a transfer of Limited Retail Liquor License No. 10 in the office of the Clerk of the City of Casper, Wyoming for the following described place 1601 King Boulevard, and protests, if any there be, against the issuance of the license will be heard at the hour of 6 p.m., on the 2nd day of January, 2018 in the City Council Chambers at 200 North David.

Dated: 12/5/2017

ORDINANCE NO. 21-17

AN ORDINANCE APPROVING THE VACATION OF A
PORTION OF SOUTH FOREST DRIVE.

WHEREAS, the City of Casper has requested that a portion of South Forest Drive, located between East 15th Street and Pratt Boulevard, in the Pratt Addition No. 6 Subdivision, Phase 2, 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 portion of South Forest Drive; and,

WHEREAS, the City of Casper has determined that said portion of South Forest Drive, located between East 15th Street and Pratt Boulevard, in the Pratt Addition No. 6 Subdivision, Phase 2, can be vacated without adversely impacting utility services and traffic circulation within the area; and,

WHEREAS, it is the desire of the governing body of the City of Casper to approve said vacation of a portion South Forest Drive, located between East 15th Street and Pratt Boulevard, in the Pratt Addition No. 6 Subdivision, Phase 2, as public right-of-way.

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

SECTION 1:

That the vacation of the portion of South Forest Drive, located between East 15th Street and Pratt Boulevard, in the Pratt Addition No. 6 Subdivision, Phase 2, 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 utility easements, located within the vacated portion of South Forest Drive, as set forth in Exhibits "A" and "B" are 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 Forest Drive, as set forth in Exhibits "A" and "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 19th day of December, 2017.

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:

William Turner

ATTEST:

Fleur D. Tremel
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Mayor

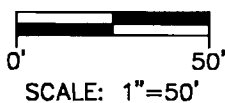
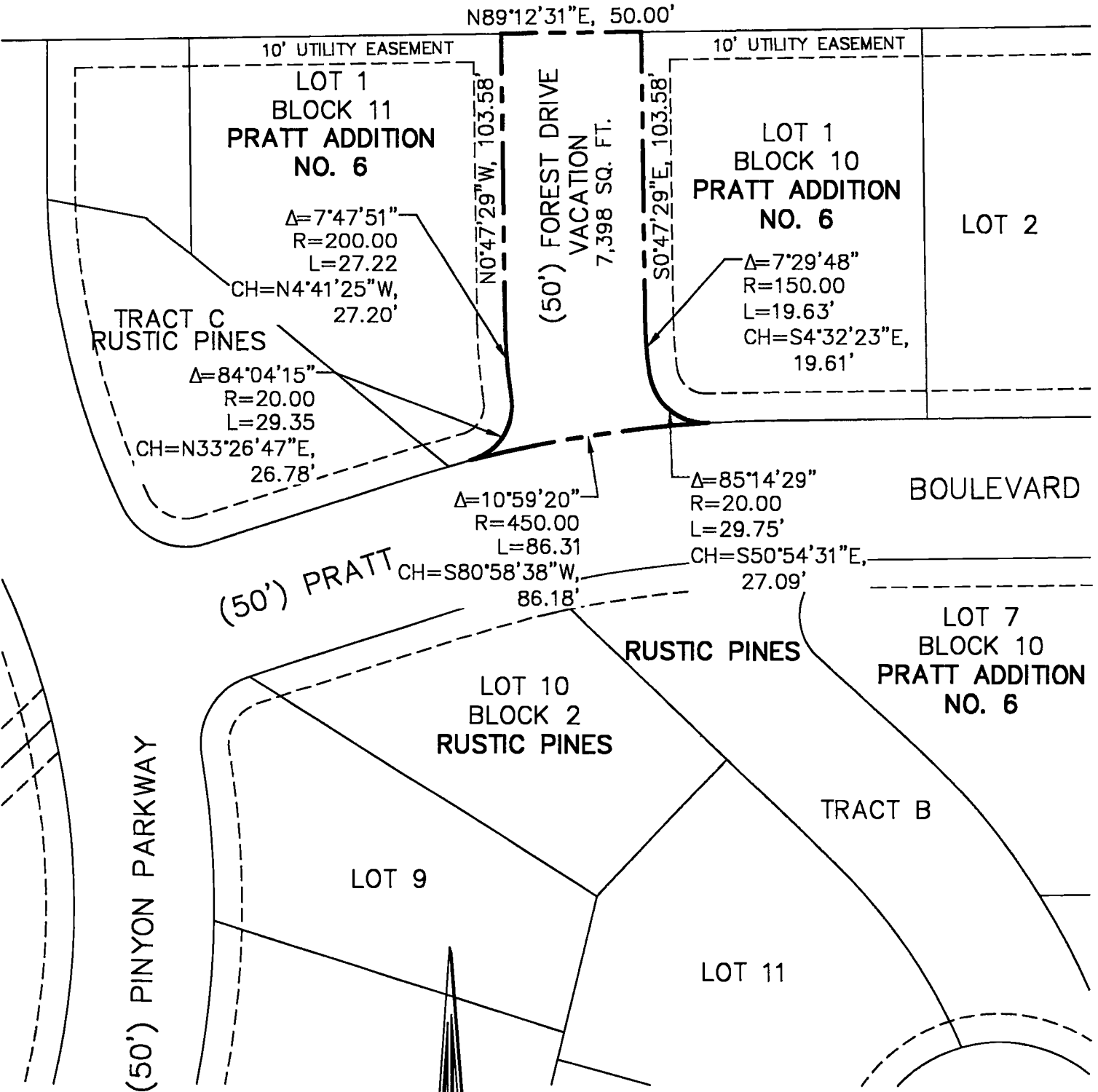


Client CITY OF CASPER Address 200 N. DAVID STREET
 City CASPER State WYOMING Zip 82601

PLAT FOR STREET VACATION

NW1/4NE1/4 Section 14, T. 33 N., R. 79 W., 6th Principal Meridian, Wyoming
 Lot FOREST DRIVE Block _____ Subdivision PRATT ADDITION NO. 6
 City CASPER County NATRONA State WYOMING

(VARIABLE WIDTH) EAST 15TH STREET



Date: 7-24-17
 W.O. No. 14694
 SUBSISTING RECORDS
 Drawn By: KRM
 Acad File: FOREST DR VACATION



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



July 24, 2017

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

W.O. No.: 14694
Page 1 of 2

Description: (Forest Drive Vacation, Pratt Addition No. 6 – 7,398 Sq. Ft.)

A Parcel located in and being all of Forest Drive located between Blocks 10 and 11, Pratt Addition No. 6, a subdivision of a portion of the NW1/4NE1/4, Section 14, Township 33 North, Range 79 West of the Sixth Principal Meridian, Natrona County, Wyoming and being more particularly described by metes and bounds as follows:

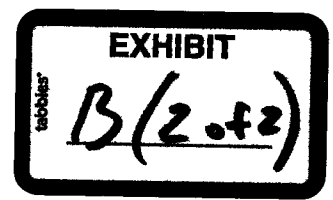
Beginning at the northeasterly corner of the Parcel being described, the northeasterly corner of said Forest Drive, the northwesterly corner of Lot 1, Block 10, Pratt Addition No. 6 and a point in the southerly line of East 15th Street; thence along the easterly line of said Parcel and Forest Drive and the westerly line of said Lot 1, Block 10, Pratt Addition No. 6, S.0°47'29"E., 103.58 feet to a point of curve; thence along the arc of a true curve to the left, having a radius of 150.00 feet and through a central angle of 7°49'48", southeasterly, 19.63 feet and the chord of which bears S.4°32'23"E., 19.61 feet to a point of compound curve; thence along the arc of a true curve to the left, having a radius of 20.00 feet and through a central angle of 85°14'29", southeasterly, 29.75 feet and the chord of which bears S.50°54'31"E., 27.09 feet to the southeasterly corner of said Parcel and a point in the southerly line of said Lot 1, Block 10, Pratt Addition No. 6 and the northerly line of Pratt Boulevard; thence along the southerly line of said Parcel and the northerly line of Pratt Boulevard and along the arc of a true curve to the left, having a radius of 450.00 feet and through a central angle of 10°59'20", southwesterly, 86.31 feet and the chord of which bears S.80°58'38"W., 86.18 feet to the southwesterly corner of said Parcel and end of said curve and a point in the southerly line of Lot 1, Block 11, Pratt Addition No. 6; thence along the westerly line of said Parcel and Forest Drive and the easterly line of said Lot 1, Block 11, Pratt Addition No. 6 and the arc of a true curve to the left, having a radius of 20.00 feet and through a central angle of 84°04'15",

City of Casper

CHEYENNE

RAWLINS

DEDICATED TO CLIENTS. DEFINED BY EXCELLENCE.



Description: (Forest Drive Vacation, Pratt Addition No. 6 – 7,398 Sq. Ft.)
Page 2 of 2

northeasterly, 29.35 feet and the chord of which bears N.33°26'47"E., 26.78 feet to a point of reverse curve; thence along the arc of a true curve to the right, having a radius of 200.00 feet and through a central angle of 7°47'51", northwesterly, 27.22 feet and the chord of which bears N.4°41'25"W., 27.20 feet to a point of tangency; thence continuing along the westerly line of said Parcel and Forest Drive and the easterly line of said Lot 1, Block 11, Pratt Addition No. 6, N.0°47'29"W., 103.58 feet to the northwesterly corner of said Parcel, the northeasterly corner of said Lot 1, Block 11, Pratt Addition No. 6 and a point in and intersection with the southerly line of said East 15th Street; thence along the northerly line of said Parcel and Forest Drive and the southerly line of said East 15th Street, N.89°12'31"E., 50.00 feet to the Point of Beginning and containing 7,398 square feet, more or less, as set forth by the plat attached and made a part hereof.

December 27, 2017

MEMO TO: J. Carter Napier, City Manager *JCN*
FROM: Will Chambers, Interim City Attorney *WC*
Wallace Trembath, Assistant City Attorney *W.T.*
SUBJECT: Bresnan Communications, LLC, Franchise

Meeting Type & Date:

Regular Council Meeting on January 2, 2018

Action type:

Ordinance

Recommendation:

That Council approve an ordinance granting a franchise to Bresnan Communications, LLC (“Bresnan”).

Summary:

The City and Bresnan have been in extensive discussions for a new franchise ordinance. The final draft of the franchise ordinance, which is attached to this memorandum, is the product of mutual, good-faith negotiation. Here are some highlights of the franchise ordinance.

1. Franchise Grant: The purpose of the franchise ordinance is to allow Bresnan to erect, construct, operate and maintain its cable system in City rights-of-way in exchange for a franchise fee and other benefits provided to the City.ⁱ

2. Franchise Fee: Bresnan has agreed to a five percent franchise fee. The franchise fee is capped by federal law at five percent of Bresnan’s annual gross revenue. Currently, the franchise fee totals \$935,438 per year.ⁱⁱ

3. Educational and Governmental (“EG”) Channel: Bresnan provides one channel to the City for educational and governmental programming. To keep access to the channel, the City must broadcast its City Council meetings during the term of the franchise.ⁱⁱⁱ

4. Capital Support for the EG Channel: Bresnan provides the City with an initial \$20,000 grant to fund EG capital costs, and a further grant of \$20,000, five years later, to update its EG capital.^{iv}

5. Service to Public Buildings: Bresnan provides, without charge, and for non-commercial purposes, standard installation, and one outlet and equipment of basic cable service to city hall, the hall of justice, the police station, and fire stations 1, 2, 3, 5 and 6.^v

6. Franchise Term: The term of the franchise is for ten years. A long term franchise is important to the City. Over the course of years, federal law has become increasing unfavorable to cities, limiting the fees, terms and conditions that may be negotiated in a franchise. The City wants the best contractual terms it can get, for as long as it can get them.^{vi}

7. Level Playing Field and Competitive Neutrality: Currently, Bresnan has no direct competitors to its cable or video service in the Casper area. If a competitor enters the Casper area, the City must require equally burdensome material obligations in any franchise ordinance granted to a competitor. If not, Bresnan has several options, including, but not limited to, adopting the competitor's franchise agreement as its own.^{vii}

8. Insurance, Indemnification: Bresnan is required to carry insurance and indemnify the City against its negligence arising out of operation of its cable system.^{viii}

9. Code Compliance: Bresnan is required to comply with all applicable construction, safety and municipal codes, and FCC regulations.^{ix}

Financial Considerations

See section 2 above.

Oversight/Project Responsibility

After passage of the ordinance, Bresnan will work with the Public Services and Community Development departments for placement of its system in City rights-of-way.

Attachments

Ordinance

ⁱ See page 3, section 2.1.

ⁱⁱ See page 10, section 9.1

ⁱⁱⁱ See page 12, section 12.1 and 12.4.

^{iv} See page 13, section 12.5

^v See page 10, section 8.2

^{vi} See page 3, section 2.2

^{vii} See page 15, section 14.4 and page 13, section 12.6

^{viii} See pages 3-4, section 4

^{ix} See page 6, sections 6.1 - 6.3 and page 7, section 7.3.

ORDINANCE NO. 1-18

AN ORDINANCE GRANTING A FRANCHISE TO BRESNAN COMMUNICATIONS, LLC
FOR THE CONSTRUCTION AND OPERATION OF A CABLE SYSTEM, AND
REPEALING ORDINANCE NO. 7-07.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Casper City Council, having determined that Bresnan Communications, LLC has agreed to provide the services, facilities, and equipment necessary to meet the future cable-related needs of the City of Casper, and has agreed to be bound by conditions of applicable law, and by binding agreement to serve the public interest, pursuant to the terms of this Franchise, does hereby ordain as follows:

SECTION 1. DEFINITION OF TERMS

1.1 Terms. For the purpose of this Ordinance, the following terms, phrases, words, and abbreviations shall have the meanings ascribed to them below. Terms not defined below shall have the same meaning as in the Cable Act, defined below, or in Federal Communications Commission regulations. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word “shall” is mandatory and “may” is permissive. Words not defined shall be given their common and ordinary meaning.

- A. “Affiliate” means an entity which owns or controls, is owned or controlled by, or is under common ownership with Grantee.
- B. “Basic Cable Service” means any service tier which includes the retransmission of local television broadcast signals.
- C. “Board/Council” means the governing body of the Grantor.
- D. “Cable Service” means (i) the one-way transmission to subscribers of video programming or other programming service, and (ii) subscriber interaction, if any, which is required for the selection or use of such Video Programming or any other lawful programming service.
- E. “Cable System,” is defined as set forth in the Cable Act.
- F. “Cable Act” means the Cable Communication Policy Act of 1984, as amended, 47 U.S.C. § 521, et seq.
- G. “Channel” means a portion of the electromagnetic frequency spectrum which is used in a cable system and which is capable of delivering a television channel.
- H. “City” means the City of Casper, Wyoming, a municipal corporation or the lawful successor, transferee, or assignee thereof.

- I. "FCC" means the Federal Communications Commission and any successor governmental entity thereto.
- J. "Franchise" means the non-exclusive rights granted pursuant to this Franchise to construct, operate and maintain a Cable System along the public ways within all or a specified area in the Service Area.
- K. "Grantee" means Bresnan Communications, LLC or the lawful successor, transferee, or assignee thereof.
- L. "Grantor" means the City of Casper, Wyoming, a municipal corporation or the lawful successor, transferee, or assignee thereof.
- M. "Gross Revenue" means all revenue, as determined in accordance with generally accepted accounting principles, derived by the Grantee and its affiliates, from the operation of the Cable System to provide Cable Services in the Service Area, provided, however, that such phrase shall not include: (1) any taxes, fees or assessments collected by the Grantee from Subscribers for pass-through to a government agency, including, without limitation, any sales or utility taxes; (2) unrecovered bad debt; (3) credits, refunds and deposits paid to Subscribers; (4) any exclusions available under applicable state law; and (5) any EG capital grant (as defined in Section 12.5 hereof) recovered from Subscribers.
- N. "Person" means an individual, partnership, association, organization, corporation, trust or governmental entity.
- O. "Service Area" means the geographic boundaries of the Grantor, and shall include any additions thereto by annexation or other legal means, subject to the exception in subsection 5.3 hereto.
- P. "State" means the State of Wyoming.
- Q. "Service Tier" means a category of cable service or other services provided by a cable operator and for which a separate rate is charged by the cable operator.
- R. "Street" or "Public Ways" includes each of the following located within the Service Area: public streets, roadways, freeways, courts, boulevards, sidewalks, parkways, lanes, drives, circles, highways, bridges, land paths, avenues, alleys, easements, rights-of-way and similar public ways and extensions and additions thereto, including, but not limited to, public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses now or hereafter held by the Grantor in the Service Area, which shall entitle the Grantee to the use thereof for the purpose of installing, operating, repairing and maintaining the Cable System.
- S. "Subscriber" means any Person lawfully receiving Cable Service from the Grantee.

- T. "Video Programming" means programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

SECTION 2. Grant of Franchise

2.1 Grant. The Grantor hereby grants to the Grantee a nonexclusive Franchise which authorizes the Grantee to erect, construct, operate and maintain in, upon, along, across, above, over and under the Streets, now in existence and as may be created or established during its terms; any poles, wires, cable, underground conduits, manholes, and other conductors and fixtures necessary for the maintenance and operation of a Cable System. Nothing in this Franchise shall be construed to prohibit the Grantee from offering any service over its Cable System that is not prohibited by federal, state or local law.

2.2 Term. The Franchise and the rights, privileges and authority hereby granted shall be for an initial term of *ten (10) years*, commencing on the Effective Date of this Franchise as set forth in Section 14.10.

2.3 Police Powers and Conflicts with Franchise. The Grantee agrees to comply with the terms of any generally applicable local ordinance necessary for the convenience, safety, health, and welfare of the public which is lawfully adopted pursuant to the Grantor's general police power. This Franchise is a contract and, except as to those changes which are the result of the Grantor's lawful exercise of its general police power, the Grantor may not take any unilateral action which materially changes the explicit mutual promises in this Franchise. Any changes to this Franchise must be made in writing, and signed by the Grantee and the Grantor. In the event of any conflict between this Franchise and any Grantor ordinance or regulation that has the effect of limiting the benefits or expanding the obligations of the Grantee that are granted by this Franchise, this Franchise will prevail, except as to those ordinances and regulations which are the result of the Grantor's lawful exercise of its general police power.

2.4 Cable System Franchise Required. No Cable System shall be allowed to occupy or use the streets or public rights-of-way of the Service Area or be allowed to operate without a Cable System Franchise.

SECTION 3. Franchise Renewal

3.1 Procedures for Renewal. The Grantor and the Grantee agree that any proceedings undertaken by the Grantor that relate to the renewal of the Grantee's Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act, or any such successor statute.

SECTION 4. Indemnification and Insurance

4.1 Indemnification. The Grantee shall, by acceptance of the Franchise granted herein, defend the Grantor, its Council, officers, boards, commissions, agents, and employees for all claims for injury to any Person or property caused by the negligence of Grantee in the construction or operation of the Cable System and shall indemnify and hold Grantor, its

Council, officers, boards, commissions, agents, and employees harmless from any and all liabilities, claims, demands, or judgments growing out of any injury to any Person or property as a result of the negligence of Grantee arising out of the construction, repair, extension, maintenance, operation or removal of its wires, poles or other equipment of any kind or character used in connection with the operation of the Cable System. Grantor agrees to give the Grantee written notice of its obligation to indemnify Grantor at least ten (10) calendar days prior to the deadline for responding to the claim or action, and if no such deadline exists, within thirty (30) days of Grantor's receipt of the claim or action. In the event any such claim arises, the Grantor shall tender the defense thereof to the Grantee and the Grantee shall have the right to defend, settle or compromise any claims arising hereunder, and shall pay for such defense (including, but not limited to, all costs, expenses and attorney fees incurred by Grantee for assuming the defense of the Grantor), and the Grantor shall cooperate fully herein. If the Grantor determines in good faith that its interests cannot be represented by the Grantee, the Grantee may be excused from any obligation to represent the Grantor at the Grantor's sole discretion. Notwithstanding the foregoing, the Grantee shall not be obligated to indemnify the Grantor for any damages, liability or claims resulting from the willful misconduct of the Grantor or for the Grantor's use of the Cable System, including any EG channels. Grantee's compliance with these indemnity provisions shall in no way limit any other remedies available to the City under this Franchise or at law or equity.

4.2 Insurance.

- A. The Grantee shall maintain throughout the term of the Franchise insurance in amounts at least as follows:

Workers' Compensation	Statutory Limits
Commercial General Liability	\$250,000 per occurrence, Combined Single Liability (C.S.L.) \$500,000 General Aggregate
Auto Liability including coverage on all owned, non-owned hired autos Umbrella Liability	\$50,000 per occurrence C.S.L.

- B. The Grantor shall be added as an additional insured, arising out of work performed by the Grantee, to the above Commercial General Liability, Auto Liability and Umbrella Liability insurance coverage.
- C. The Grantee shall furnish the Grantor with current certificates of insurance evidencing such coverage upon request.
- D. Grantee agrees to maintain insurance in the amounts herein, subject to statutory maximum liability amounts in Section 4.2, throughout the term of the Franchise. If Grantee cancels any policy, it shall immediately obtain a replacement policy and provide a new certificate to the Grantor evidencing new

coverage within thirty (30) days. At no time shall the Grantee have any gaps in the coverage or the amounts herein specified.

- E. Upon request by the Grantor, the Grantee shall provide the Grantor with policy endorsements listing the Grantor as an additional insured. The Grantor's failure to request or review such insurance certificates or policies shall not affect Grantor's rights or the Grantee's obligations hereunder.
- F. It is recognized by and between the parties to this Franchise that the insurance requirements contained herein are the maximum liabilities which may be imposed under Wyoming Statute § 1 39-101 et seq. In the event the maximum liability allowed by law is altered, either during the term of this Franchise, or any subsequent terms, then Grantor shall notify Grantee in writing. Upon such notification, Grantee shall issue a revised policy endorsement to the Grantor with coverage for the maximum liability amounts under the Wyoming Governmental Claims Act.

SECTION 5.

Service Obligations & Availability

5.1 No Discrimination. Grantee shall not deny service, deny access, or otherwise discriminate against Subscribers, channel users, or general citizens on the basis of race, color, religion, national origin, age or sex.

5.2 Privacy. The Grantee shall fully comply with the privacy rights of Subscribers as contained in Cable Act Section 631 (47 U.S.C. § 551).

5.3 Service Area. The Grantee shall continue to provide Cable Service to all residences, public schools, and Grantor office buildings within the Service Area where Grantee currently provides Cable Service. Grantee shall have the right, but not the obligation, to extend the Cable System into any other portion of the Service Area, including annexed areas. Cable Service offered to Subscribers pursuant to this Franchise shall be conditioned upon Grantee having legal access to any such Subscriber's dwelling unit or other units wherein such Cable Service is provided.

5.4 New Development Underground. Upon reasonable advance notice from Grantee, Grantor agrees to make a good-faith effort to meet with Grantee and to convene meetings between Persons utilizing Grantor's Public Ways to coordinate the placement of facilities in open trenches and along Public Ways.

5.5 Annexation. The Grantor shall promptly provide written notice to the Grantee of its annexation of any territory which is being provided Cable Service by the Grantee or its affiliates. Such annexed area will be subject to the provisions of this Franchise upon sixty (60) days written notice from the Grantor, subject to the conditions set forth below and Section 5.3 above. The Grantor shall also notify Grantee in writing of all new street address assignments or changes within the Service Area. Grantee shall, within ninety (90) days after receipt of the annexation notice, pay the Grantor franchise fees on revenue received from the operation of the Cable

System to provide Cable Services in any area annexed by the Grantor, if the Grantor has provided a written annexation notice that includes the addresses that will be moved into the Service Area (to the extent addresses exist) in an Excel format or in a format that will allow Grantee to change its billing system. If the annexation notice does not include the addresses that will be moved into the Service Area, Grantee shall pay franchise fees within ninety (90) days after it receives the annexed addresses as set forth above. All notices due under this section shall be sent by certified mail, return receipt requested to the addresses set forth in Section 14.5 with a copy to the Director of Government Affairs. In any audit of franchise fees due under this Franchise, Grantee shall not be liable for franchise fees on annexed areas unless and until Grantee has received notification and information that meets the standards set forth in this section.

SECTION 6. **Construction and Technical Standards**

6.1 Compliance with Codes. All construction practices and installation of equipment shall be done in accordance with the National Electrical Safety Code (NESC), and applicable City of Casper Municipal Codes to the extent they do not conflict with the NESC.

6.2 Construction Standards and Requirements. All of the Grantee's plant and equipment, including, but not limited to, the antenna site, head end and distribution system, towers, house connections, structures, poles, wire, cable, coaxial cable, fixtures and appurtenances shall be installed, located, erected, constructed, reconstructed, replaced, removed, repaired, maintained and operated in accordance with good engineering practices and performed by experienced maintenance and construction personnel.

6.3 Safety. The Grantee shall at all times employ ordinary care and shall use commonly accepted methods and devices preventing failures and accidents which are likely to cause damage.

6.4 Network Technical Requirements. The Cable System shall be designed, constructed and operated so as to meet those technical standards adopted by the FCC relating to Cable Systems contained in part 76 of the FCC's rules and regulations, as may be amended from time to time, regardless of the transmission technology utilized.

6.5 Performance Monitoring. Grantee shall test the Cable System consistent with the FCC regulations.

SECTION 7. **USE OF STREETS AND PUBLIC WAYS**

7.1 General Conditions.

- A. Grantee shall have the right to utilize existing poles, conduits and other facilities whenever possible, and shall not construct or install any new, different, or additional poles, conduits, or other facilities on public property provided Grantee is able to access existing poles, conduits, or other facilities on reasonable terms and conditions.

- B. Subject to the terms of this Franchise, the Grantee may not endanger nor unreasonably interfere with the lives or property of persons; unreasonably interfere with property of the Grantor or any public utility; or unnecessarily hinder or obstruct use of the Public Ways. The Franchise 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 Grantor shall control distribution of space in the Public Ways.
- C. The Grantee shall expeditiously carry out all of its operations during the course of any construction, repairs or maintenance operations on Public Ways of the Grantee.

7.2 Underground Construction. The facilities of the Grantee shall be installed underground in those Service Areas where existing telephone and electric services are both underground at the time of system construction. In areas where either telephone or electric utility facilities are installed aerially at the time of system construction, the Grantee may install its facilities aerially with the understanding that at such time as the existing aerial facilities are required to be placed underground by the Grantor, the Grantee shall likewise place its facilities underground. In the event Grantor or any agency thereof directly or indirectly reimburses any utility for the placement of cable underground or the movement of cable, Grantee shall be similarly reimbursed.

7.3 Construction Codes and Permits. Grantee shall obtain all legally required permits before commencing any construction work, including the opening or disturbance of any Street within the Franchise Area, provided that such permit requirements are of general applicability and such permitting requirements are uniformly and consistently applied by the Grantor as to other public utility companies and other entities operating in the Franchise Area. The Grantor shall cooperate with the Grantee in granting any permits required, providing such grant and subsequent construction by the Grantee shall not unduly interfere with the use of such Streets. Notwithstanding the above, the Grantee may set off any administrative permit fees or other fees required by the Grantor related to the Grantee's use of Grantor rights-of-way against the franchise fee payments required under Section 9.1 of this Franchise.

7.4 System Construction. All transmission lines, equipment and structures shall be so installed and located as to cause minimum interference with the rights and reasonable convenience of property owners and at all times shall be kept and maintained in a safe, adequate and substantial condition, and in good order and repair. The Grantee shall, at all times, employ ordinary care and use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injuries, or nuisances to the public. Suitable barricades, flags, lights, flares or other devices shall be used at such times and places as are reasonably required for the safety of all members of the public. Any poles or other fixtures placed in any public way by the Grantee shall be placed in such a manner as not to interfere with the usual travel on such public way.

7.5 Restoration of Public Ways and Public Property.

- A. Grantee shall, at its own expense, restore any damage or disturbance caused to the public way as a result of its operation, construction, or maintenance of the Cable System to a condition reasonably comparable to the condition of the Streets immediately prior to such damage or disturbance.

- B. Pursuant to the Grantor's generally applicable codes and ordinances, restoration, repair or replacement of Public Ways shall be completed within ten (10) business days. Upon request and for good cause shown, the City Manager or his/her designee may authorize an extension of the period within which the Grantee may perform its restoration work. If Grantee fails to restore the Public Ways as described above, the Grantor may, after twenty (20) days' written notice to Grantee, make such repairs or restorations that are necessary to return the Public Ways to their condition immediately prior to the damage or disturbance. The Grantor may elect to repair or replace public property so damaged by Grantee, such as a sewage line, and the Grantee shall compensate the City for the reasonable expenses associated with the repair or replacement. If such damage caused by Grantee creates an emergency situation resulting in an immediate hazard to public safety, health, or property, the Grantor may repair the deficiency without prior written notice to the Grantee. The Grantee shall be responsible for reimbursing the Grantor for all reasonable costs and expenses to repair or replace public property or Public Ways.

7.6 Tree Trimming. Grantee or its designee shall have the authority to trim trees on public property at its own expense as may be necessary to protect its wires and facilities in accordance with the Casper Municipal Code and applicable state law.

7.7 Relocation for the Grantor. The Grantee shall, upon receipt of reasonable advance written notice, to be not less than ten (10) business days, protect, support, temporarily disconnect, relocate, or remove any property of Grantee when lawfully required by the Grantor pursuant to its police powers in the interest of public convenience, health, safety or welfare. Grantee shall be responsible for any costs associated with these obligations to the same extent all other users of the Grantor rights-of-way are responsible for the costs related to the relocation of their facilities. If Grantee fails to remove or relocate its System as required by the Grantor, the Grantor may take action to remove or relocate Grantee's Cable System, and Grantee shall compensate the City for all reasonable expenses incurred thereby. In the event physical interaction with Grantee's plant is anticipated or likely to occur, such work shall be done by a qualified contractor.

The Grantee shall not be penalized by the City for any failure to provide Cable Service which results from relocation or removal under Section 7.5, 7.7, or 7.11.

7.8 Relocation for a Third Party. The Grantee shall, on the request of any Person holding a lawful permit issued by the Grantor, protect, support, raise, lower, temporarily

disconnect, relocate in or remove from the Street as necessary any property of the Grantee, provided that the expense of such is paid by any such Person benefiting from the relocation and the Grantee is given reasonable advance written notice to prepare for such changes. The Grantee may require such payment in advance. For purposes of this subsection, "reasonable advance written notice" shall be no less than ten (10) business days in the event of a temporary relocation and no less than one hundred twenty (120) days for a permanent relocation.

7.9 Reimbursement of Costs. If funds are available to any Person using the Streets for the purpose of defraying the cost of any of the foregoing, the Grantor shall reimburse the Grantee in the same manner in which other Persons affected by the requirement are reimbursed. If the funds are controlled by another governmental entity, the Grantor shall make application for such funds on behalf of the Grantee.

7.10 Emergency Use. Grantee shall comply with 47 U.S.C. 544(g) and all regulations issued pursuant thereto with respect to an Emergency Alert System ("EAS"). If the Grantee provides an EAS, then the Grantor shall permit only appropriately trained and authorized Persons to operate the EAS equipment and shall take reasonable precautions to prevent any use of the Grantee's Cable System in any manner that results in inappropriate use thereof, or any loss or damage to the Cable System. Subject to the limitations of the Wyoming Governmental Claims Act, W.S. § 1-39-101, *et seq.*, the Grantor shall hold the Grantee, its employees, officers and assigns harmless from any claims or costs arising out of use of the EAS, including, but not limited to, reasonable attorneys' fees and costs.

7.11 Removal or Relocation in Event of Emergency. In event of emergency, or where the Cable System creates or is contributing to an imminent danger to health, safety, or property, the City may remove or relocate Grantee's Cable System without prior notice. As soon as practicable thereafter, the Grantor shall provide written notice to Grantee describing the nature of the emergency and the actions taken by the Grantor. No charge shall be made by the Grantee against the Grantor for restoration and repair, unless such acts amount to gross negligence by the Grantor.

7.12 Subcontractors. All contractors or subcontractors shall be properly licensed, and each contractor or subcontractor shall have the same obligations with respect to its work as Grantee would have under this Franchise and applicable laws if the work were performed by Grantee. Grantee shall be responsible for ensuring that the work of contractors and subcontractors is performed consistent with the Franchise and applicable law and that all contractors and subcontractors are familiar with their responsibilities.

7.13 No Recourse. Grantee shall have no monetary recourse against the Grantor in accordance with applicable federal law. However, this shall not prohibit Grantee from seeking any other remedy that Grantee may have under applicable law.

SECTION 8.
Service and Rates

8.1 System Maintenance. Interruptions shall be minimized. The Grantee shall schedule maintenance of the System so that interruptions are minimized to the extent reasonably possible, and so that activities likely to result in an interruption of service are performed during periods of minimum Subscriber use of the system.

8.2 Service to Public Buildings. Grantee shall provide, without charge, standard installation and one outlet and equipment of basic Cable Service to the locations listed in Exhibit A hereto. The Cable Service provided pursuant to this Section 8.2 shall not be used for commercial purposes. The Grantor shall take reasonable precautions to prevent any inappropriate use or loss or damage to the Grantee's Cable System.

8.3 Customer Service. Grantee shall comply with the customer service standards set forth in Section 76.309 of the FCC's Rules and Regulations, as such may be amended from time to time.

8.4 Notification of Service Procedures. The Grantee shall furnish each Subscriber at the time service is installed, written instructions that clearly set forth information concerning the procedures for making inquiries or complaints, including the Grantee's name, address and local telephone number. Grantee shall give the Grantor thirty (30) days' prior notice of any rate increases, channel lineup or other substantive service changes.

8.5 Rate Regulation. Grantor shall have the right to exercise rate regulation to the extent authorized by law, or to refrain from exercising such regulation for any period of time, at the sole discretion of the Grantor. If and when exercising rate regulation, the Grantor shall abide by the terms and conditions set forth by the FCC.

8.6 Continuity of Service. It shall be the right of all Subscribers to continue receiving Cable Service insofar as their financial and other obligations to the Grantee are honored.

SECTION 9.
Franchise Fee

9.1 Amount of Fee. Grantee shall pay to the Grantor an annual franchise fee in an amount equal to five percent (5%) of the annual Gross Revenue. Such payment shall be in addition to taxes of general applicability owed to the Grantor by the Grantee that are not included as franchise fees under federal law. Franchise fees may be passed through to Subscribers as a line item on Subscriber bills or otherwise as Grantee chooses, consistent with federal law.

9.2 Payment of Fee. Payment of the fee due the Grantor shall be made on a quarterly basis, within forty-five (45) days of the close of each calendar quarter. The payment period and the collection of the franchise fees that are to be paid to the Grantor pursuant to the Franchise shall commence sixty (60) days after the Effective Date of the Franchise as set forth in Section 2.2. Each franchise fee payment shall be accompanied by a brief report showing the basis for the computation that is signed by an employee or agent of the Grantee with knowledge of the

calculation of the payment. In the event of a dispute, the Grantor, if it so requests, shall be furnished a verified statement of said payment, reflecting the Gross Revenues and the applicable charges.

9.3 Accord and Satisfaction. No acceptance of any payment by the Grantor shall be construed as a release or as an accord and satisfaction of any claim the Grantor may have for additional sums payable as a franchise fee under this Franchise.

9.4 Limitation on Recovery. The period of limitation for recovery of any franchise fee payable hereunder shall be ten (10) years from the date on which payment by the Grantee was due.

SECTION 10. **Transfer of Franchise**

10.1 Franchise Transfer. The Franchise granted hereunder shall not be assigned, other than by operation of law or to an entity controlling, controlled by, or under common control with the Grantee, without the prior consent of the Grantor, such consent not to be unreasonably withheld or delayed. No such consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or Cable System to secure indebtedness. If the Grantor has not taken action on the Grantee's request for transfer within one hundred twenty (120) days after receiving such request, consent by the Grantor shall be deemed given.

SECTION 11. **Records, Reports and Maps**

11.1 Reports Required. The Grantee's schedule of charges for regular Subscriber service, its policy regarding the processing of Subscriber complaints, delinquent Subscriber disconnect and reconnect procedures and any other terms and conditions adopted as the Grantee's policy in connection with its Subscribers shall be furnished to the Grantor upon request.

11.2 Records Required.

The Grantee shall at all times maintain:

- A. A record of all written complaints received regarding interruptions or degradation of Cable Service, which record shall be maintained for one (1) year.
- B. A full and complete set of plans, records and strand maps showing the location of the Cable System.

11.3 Strand Maps. Grantee agrees to provide strand maps to an unaffiliated Person engaged by Grantor if such Person signs Grantee's nondisclosure agreement.

11.4 Inspection of Records. Grantee shall permit any duly authorized representative of the Grantor, upon receipt of advance written notice, to examine during normal business hours and on a non-disruptive basis any and all of Grantee's records maintained by Grantee as is reasonably

necessary to ensure Grantee's compliance with the Franchise. Such notice shall specifically reference the subsection of the Franchise that is under review so that the Grantee may organize the necessary books and records for easy access by the Grantor. The Grantee shall not be required to maintain any books and records for Franchise compliance purposes longer than three (3) years, except for: (1) books and records showing the calculation of Gross Revenues and payment of Franchise Fees, which shall be kept for ten (10) years; and (2) service complaints, which shall be kept for one (1) year as specified above. The Grantee shall not be required to provide Subscriber information in violation of Section 631 of the Cable Act. The Grantor agrees to treat as confidential any books, records or maps that constitute proprietary or confidential information to the extent Grantee make the Grantor aware of such confidentiality. If the Grantor believes it must release any such confidential books or records in the course of enforcing this Franchise, or for any other reason, it shall advise Grantee in advance so that Grantee may take appropriate steps to protect its interests. Until otherwise ordered by a court or agency of competent jurisdiction, the Grantor agrees that, to the extent permitted by state and federal law, it shall deny access to any of Grantee's books and records marked confidential, as set forth above, to any Person.

SECTION 12.

Education and Government (EG) Access

12.1 Education and Government Access. Grantee shall provide one (1) channel on the Cable System for use by the Grantor's non-commercial, video programming for education and government ("EG") access programming. The EG channel may be placed on any tier of service available to Subscribers. The Grantor shall utilize the EG channel as follows: the Grantor shall, at a minimum, cablecast its regular Council meetings on the channel.

12.2 Management and Availability. The City may designate any entity or entities to manage the channel. The City has the authority to determine scheduling of the use of the channel. The EG Channel shall be available to all Subscribers without additional costs or equipment, provided that Grantee may require use of equipment, such as converters, that is required of all Subscribers generally.

12.3 Grantee Not Responsible for Content. Grantee shall not be responsible for, nor shall the Grantor hold the Grantee responsible for any claim for injury or damage arising from the programming carried on the EG channel. It is intended by this Section that Grantee is extended at least the protection recognized by 47 U.S.C. § 558.

12.4 Return of Channel to Grantor. In the event the programming levels set forth herein are not maintained or if the Grantor does not adequately use the channel, Grantee reserves the right to have the channel returned to the Grantee for the Grantee's use. Grantee shall provide Grantor with sixty (60) days' prior written notice informing Grantor when programming levels set forth herein are not being maintained. Grantee reserves the right to utilize the EG channel only after Grantor has been notified and Grantor has not maintained programming levels set forth herein within sixty (60) days from receipt of said notice. In the event the Grantee exercises its right to again utilize said EG channel after the sixty (60) day period elapses, the Grantee shall notify its customers of Grantee's intention to utilize the EG channel by providing customers with a thirty (30) day prior written notice. In addition, the Grantee may use the designated channel during

those hours that the Grantor or other governmental, public or educational entity is not using the channel.

12.5 Capital Support for Education and Government Access Channel. Grantee shall provide an EG capital grant in the amount of Twenty Thousand Dollars (\$20,000.00), payable to the Grantor within sixty (60) days of the Effective Date. Grantor and Grantee acknowledge that pursuant to Federal Law [47 U.S.C. §§ 542(g)(2)(C)] EG funds are only to be used for EG capital equipment costs and not for operational costs. EG capital support shall be for the exclusive use of the Grantor within the Service Area and shall not be used for purposes other than as described under Section 12.5 herein. The Grantor shall be responsible for installing, operating, maintaining and replacing the equipment purchased as necessary. The Grantee shall be entitled to recover such capital costs from subscribers as allowed by federal law. Five (5) years from the Effective Date of this Franchise, the Grantor may request in writing an additional EG capital grant in an amount up to Twenty Thousand Dollars (\$20,000.00) which shall be payable to the Grantor within sixty (60) days of a written request. Such request shall be accompanied by a report showing how the previous capital EG grant was used, and a description of the future EG capital needs that will be paid by the EG grant. Grantor and Grantee shall discuss the requested EG capital request, which shall not be unreasonably denied by Grantee.

12.6 EG Competitive Neutrality. If any new or renewed Cable System or Video Service agreement, as defined in Section 14.4.1, contains obligations that are lesser in amount than the obligations imposed in this Section 12, Grantee's aggregate obligations under Section 12 shall be reduced to an equivalent amount. To the extent such a reduction is not sufficient to make the total obligations of this Franchise equivalent to the new or renewed franchise, Grantee may deduct from future franchise fee payments an amount sufficient to make the obligations of this Franchise equivalent to the new or renewed franchise.

SECTION 13. **Enforcement or Revocation**

13.1 Informal Resolution. In all cases where the Grantor believes that the Grantee has not complied with the terms of the Franchise, the Grantor, via the City Manager or his/her designee, shall first informally discuss the matter with Grantee and seek mutual resolution of the problem.

13.2 Notice of Default. If the Grantee engages in a pattern of noncompliance, including one or more instances of substantial noncompliance with a material provision of the Franchise where informal discussions do not lead to mutually acceptable resolution of the issue, the Grantor shall notify the Grantee in writing of the exact nature of the alleged pattern of noncompliance (the "Default Notice"). The Default Notice shall contain a statement specifically describing the default and the identification and contact information of any person providing information that serves as the basis for the default allegation.

13.3 Grantee's Right to Cure or Respond. The Grantee shall have ninety (90) days from receipt of the Default Notice to (i) respond to the Grantor, contesting the assertion of default, or

(ii) to cure such default, or (iii) if, by the nature of default, such default cannot be cured within the ninety (90) day period, initiate reasonable steps to remedy such default and notify the Grantor of the steps being taken and the projected date that they will be completed. During this time the Grantor shall make reasonable efforts to make any employee of Grantor available for interview by Grantee, and shall provide information that serves as the basis for default allegation available to Grantee.

13.4 Enforcement. Subject to applicable local, state, and federal law, in the event the Grantor, determines that the Grantee is in default of any provision of the Franchise, the Grantor may:

- A. Seek specific performance of any provision, which reasonably lends itself to such remedy, as an alternative to damages; or
- B. Commence an action at law for monetary damages or seek other equitable relief; or
- C. In the case of a substantial default of a material provision of the Franchise, seek to revoke the Franchise itself in accordance with subsection 13.5 below.
- D. Upon revocation of the Franchise, Grantor may require Grantee to remove the Cable System from the Streets of the Grantor.

13.5 Revocation Procedure.

- A. If the Grantee fails to respond to the Default Notice received from the Grantor, or if the default is not remedied within the cure period set forth above, the Grantor may seek to revoke the Franchise as outlined in this subsection.
- B. Prior to holding a public hearing on whether or not to revoke the Franchise, the Grantor shall give sixty (60) days' written notice to the Grantee. The notice shall set forth the exact nature of the default. During those sixty (60) days the Grantee may either object in writing and state its reasons for such objection, and provide any explanation or to cure the alleged default.
- C. If the Grantor has not received a satisfactory response from Grantee, it may then seek to revoke the Franchise at a public hearing. The Grantee shall be given at least thirty (30) days prior written notice of such public hearing, specifying the time and place of such hearing and stating its intent to revoke the Franchise.
- D. At the hearing, the Council shall give the Grantee an opportunity to state its position on the matter, present evidence and question witnesses, after which it shall determine whether or not the Franchise shall be revoked. The public hearing shall be on the record and a written transcript or recorded video of the proceeding shall be made available to the Grantee within thirty (30) business days at Grantee's sole cost and expense. The decision of the Council shall be made in writing and shall be delivered to the Grantee. The Grantee may appeal such determination to an appropriate court, which shall have the power to review the decision of the Council

de novo. The Grantee may continue to operate the Cable System until all legal appeals procedures have been exhausted.

SECTION 14.
Miscellaneous Provisions

14.1 Force Majeure. The Grantee shall not be held in default under, or in noncompliance with the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by circumstances reasonably beyond the ability of the Grantee to anticipate and control. This provision includes, but is not limited to, severe or unusual weather conditions, fire, flood, or other acts of God; strikes, work delays caused by failure of utility providers to service, maintain or monitor their utility poles to which Grantee's Cable System is attached, as well as unavailability of materials and/or qualified labor to perform the work necessary.

14.2 Minor Violations. Furthermore, the parties hereby agree that it is not the Grantor's intention to subject the Grantee to penalties, fines, forfeitures or revocation of the Franchise for violations of the Franchise where the violation was a good faith error that resulted in no or minimal negative impact on the Subscribers within the Service Area, or where strict performance would result in practical difficulties and hardship to the Grantee which outweighs the benefit to be derived by the Grantor and/or Subscribers.

14.3 Action of Parties. In any action by the Grantor or the Grantee that is mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious and timely manner. Furthermore, in any instance where approval or consent is required under the terms hereof, such approval or consent shall not be unreasonably withheld.

14.4 Level Playing Field. Grantee acknowledges and agrees that Grantor may be required by federal law, and reserves the right, to grant one or more additional franchises to provide Cable Service within the Service Area. If any other provider of cable services or video services (without regard to the technology used to deliver such services) is lawfully authorized to use the Streets to provide such services, and if the material obligations applicable to Grantee are more burdensome or less favorable than those imposed on any such competing provider, then upon ninety (90) days' prior written notice to Grantor, Grantee shall have the right and may choose, to the extent consistent with applicable federal and state laws and orders and rules adopted pursuant thereto:

- A) to modify this Franchise as Grantee and Grantor mutually determine is reasonably necessary to ensure that the material obligations applicable to Grantee are not more burdensome or less favorable than those imposed on any such competing provider; or
- B) to deem this Franchise expired thirty-six (36) months from the date of the above written notice; or

- C) to terminate this Franchise and take in its place substantially the same franchise agreement of a competing provider of Cable Services or video services authorized by Grantor.

14.4.1 Material Obligations. Grantor and Grantee agree that any undertakings that relate to the renewal of the Franchise shall be subject to the provisions of Section 626 of the Cable Act (47 U.S.C. § 546) or any such successor statute. Nothing in this Franchise shall impair the right of Grantor or Grantee to seek other remedies available under law. For purposes of this section, “material obligations” shall include: underground construction; service to public buildings; customer service; franchise fee; education and government (EG) access, including any capital support; and records retention and inspection thereof.

14.4.2 Video Service. For the purpose of this Section 14.4, “Video Service” shall mean the provision of multichannel video programming generally considered comparable to video programming delivered by a television broadcast station, cable service or other digital television service, whether provided as part of a tier, on demand or on a per-channel basis, without regard to the technology used to deliver the video service, including, without limitation, Internet protocol technology or any successor technology. The term includes, without limitation: Cable Service and Video Service delivered by a community antenna television system. The term does not include: any video content provided solely as part of, and through a service offered by or over a network which does not utilize facilities located in Grantor’s Public Ways, such as: (i) a service which enables users to access content, information, electronic mail or services that are offered via the public Internet, (ii) direct broadcast satellite service, and (iii) any wireless multichannel video programming provided by a commercial mobile service provider.

14.5 Notices. Unless otherwise provided by federal, state or local law, all notices, reports or demands pursuant to this Franchise shall be in writing and shall be deemed to be sufficiently given upon delivery to a Person at the address set forth below, or by U.S. certified mail, return receipt requested, nationally or internationally recognized courier service such as Federal Express. Grantee shall provide thirty (30) days’ written notice of any changes in rates, programming services or channel positions using any reasonable written means. As set forth above, notice served upon the Grantor shall be delivered or sent to:

Grantor: City of Casper
Attn: City Manager’s Office

200 N. David St.

Casper, WY 82601

Grantee: Charter Communications

Attn: Government Affairs

611 E. Carlson Street

Cheyenne, WY 82001

Copy to: City of Casper

Attn: City Attorney's Office
200 North David St.
Casper, WY 82601

Copy to: Charter Communications
Attn: Vice President of Government
Affairs
12405 Powerscourt Drive
St. Louis, MO 63131

14.6 Public Notice. Minimum public notice of any public meeting relating to this Franchise or any such grant of additional franchises, licenses, consents, certificates, authorizations, or exemptions by the Grantor to any other Person(s) to provide Cable Services, video services, or other television services utilizing any system or technology requiring use of the public rights of way shall be provided in accord with Wyoming State Statutes.

14.7 Severability. If any section, subsection, sentence, clause, phrase, or portion of this Franchise is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this Franchise.

14.8 Entire Agreement. This Franchise and any Exhibits hereto constitute the entire agreement between the Grantee and the Grantor and they supersede all prior or contemporaneous agreements, representations or understandings (whether written or oral) of the parties regarding the subject matter hereof.

14.9 Administration of Franchise. This Franchise is a contract and neither party may take any unilateral action that materially changes the explicit mutual promises and covenants contained herein. Any changes, modifications or amendments to this Franchise must be made in writing, signed by the Grantor and the Grantee.

14.10 Effective Date. The Franchise granted herein will take effect and be in full force twenty-one (21) days from passing Council upon the third reading of the Ordinance. Grantor shall notify Grantee of the Effective Date in writing. If any fee or grant that is passed through to Subscribers is required by this Franchise, other than the franchise fee, such fee or grant shall go into effect sixty (60) days after the Effective Date of this Franchise.

14.11 Choice of Law & Venue. This Franchise shall be governed by the laws of the State of Wyoming and federal law. The State and Federal District Courts of Wyoming shall have venue and jurisdiction for any action in law or equity which may be instituted to enforce the terms of this Franchise.

14.12 Wyoming Governmental Claims Act. The City does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statute § 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.

14.13 No Third Party Rights. The parties to this Franchise do not intend to create in any other individual or entity the status of third-party beneficiary, and this Franchise shall not be construed so as to create such status. The rights, duties and obligations contained in this Franchise shall operate only between the parties to this Franchise, and shall inure solely to the benefit of the parties to this Franchise. The parties to this Franchise intend and expressly agree that only parties signatory to this Franchise shall have any legal or equitable right to seek to enforce this Franchise, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Franchise, or to bring an action for the breach of this Franchise.


14.14 No Waiver. In entering into this Franchise, the Grantee and the Grantor do not waive, and hereby expressly reserves, any and all right that they have under applicable federal and state law.

PASSED on 1st reading the ____ day of _____, 201__.

PASSED on 2nd reading the ____ day of _____, 201__.

PASSED, APROVED AND ADOPTED on the 3rd and final reading the ____ day of _____, 201__.

APPROVED AS TO FORM



ATTEST


CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Mayor

Accepted this ____ day of _____, 2017, subject to applicable federal, state and local law.

Bresnan Communications, LLC
By Charter Communications, Inc., its manager

Signature: 



Name/Title: Paul Abbott, VP, Local GA & Franchising

Date: November 20, 2017

EXHIBIT A

- 1) City of Casper, 200 N. David Street, Casper, WY 82601
- 2) Hall of Justice, 201 N. David Street, Casper, WY 82601
- 3) Police Station, 201 N. David Street, First Floor, Casper, WY 82601
- 4) Fire Station #1, 200 W 1st St., Casper, WY 82601
- 5) Fire Station #2, 4000 Coffman, Casper, WY 82609
- 6) Fire Station #3, 2140 E 12th, Casper, WY 82604
- 7) Fire Station #5, 4000 E 15th, Casper, WY 82601
- 8) Fire Station #6, 185 Valley Drive, Casper, WY 82601

October 30, 2017

MEMO TO: J. Carter Napier, City Manager 
FROM: Andrew Beamer, Public Services Director 
Dan Coryell, Parks Manager
SUBJECT: Authorizing a Lease Agreement with Casper Mountain Racers (CMR/HBSSS)
for the 2017-18 season at Hogadon Basin Ski Area.

Meeting Type & Date

Regular Council Meeting
January 02, 2018

Action Type

Resolution

Recommendation

That Council, by resolution, authorize a lease agreement with the Casper Mountain Racers (CMR/HBSSS) for the 2017-18 season at Hogadon Basin Ski Area.

Summary

Casper Mountain Racers (CMR) and the Hogadon Basin Snow Sports School (HBSSS) have agreed to coordinate, promote, and schedule all alpine ski racing activities, events, programs, practices, and races at Hogadon Basin Ski Area. CMR/HBSSS is also directed in general advancement/development of the sport and providing the general public with ski and snowboard instructions at Hogadon.

The lease term will be for five (5) months, November through April, with the option to renew for additional years. The CMR/HBSS shall pay the \$500.00 per month for rent and utility charges.

Financial Considerations

CMR/HBSSS will pay \$500.00 per month to the City for space and utility charges.

Oversight/Project Responsibility

Dan Coryell, Parks Manager
Christopher Smith, Ski Area Superintendent

Attachments

Resolution
Lease Agreement

LEASE AGREEMENT

THIS LEASE entered into this _____ day of _____, 2017, between the City of Casper, Wyoming, a Municipal Corporation, referred to as "City," and Casper Mountain Racers (CMR), and Hogadon Basin Snowsports School (HBSS), Casper, Wyoming, hereinafter referred to as "CMR/HBSS." This Lease will replace any previous agreements between the parties.

1. CITY AND CMR/HBSS RESPONSIBILITY RELATIONSHIP:

A. It is understood that the City, by and through Ski Area Management, has the responsibility for all operations conducted on its ski area. The CMR/HBSS operates as a separate unit without any area management or control authority. The CMR/HBSS operates on the ski area at the will and sufferance of the City and Ski Area Management. Management procedures will be transmitted verbally, and in writing, to the CMR/HBSS by Ski Area Management for observance and direction in the carrying out of such management procedures; as they pertain to the CMR/HBSS functions.

B. CMR/HBSS agrees to coordinate, promote, and schedule all alpine ski racing activities, events, programs, practices, races sponsored and supported by the organization; and furnish ski instruction services to the general public during the course of the 2017-2018 ski season to the best of its ability, in such a manner as to serve the best interests of the City and the general public. In addition, agrees to work with, and coordinate with, local high school alpine racing activities and events for maximum utilization of available ski area slope/run areas, and minimum disruption of ski area recreational skiing.

C. Personal Insurance: It is agreed that the CMR/HBSS and each member of the CMR/HBSS shall provide their/his/her own personal equipment and shall maintain, if they/he/she desires, and insure said property from any damage or loss. The City shall not be responsible for lost, stolen, damaged CMR/HBSS or member's equipment.

2. LEASED PREMISES:

A. On the conditions described herein, City does hereby agree to lease to CMR/HBSS and CMR/HBSS does hereby agree to lease from City for the term hereinafter provided Nine Hundred and Fifty (950) square feet on the upper floor of the Administration Building at Hogadon Basin Ski Area for CMR, as depicted in Exhibit "B", and Eight Hundred (800) square feet in the lower level of the Hogadon Basin Lodge, as depicted in Exhibit "A".

B. The "leased premises" are leased to CMR/HBSS in an AS IS CONDITION, WITHOUT WARRANTY, EXPRESSED OR IMPLIED, AND INCLUDING BUT NOT LIMITED TO ANY WARRANTIES FOR USE FOR ANY PURPOSE WHATSOEVER. By signing this lease agreement, CMR/HBSS agrees it has inspected the premises and accepts the property in its present condition.

3. LEASE TERM:

The term of this lease shall be for a period of 5 months (November 21 – April 21st), unless sooner terminated as hereinafter provided. Provided, however, the CMR/HBSS shall have the option to renew the agreement for four, subsequent, additional 5 month terms, under the same terms and conditions as herein set forth, by giving the City a thirty (30) day written notice of its intent to exercise each option prior to October 1 of any and all subsequent years. The CMR/HBSS agreement term renewal may be administratively renewed by the City at the City's sole discretion.

4. UTILITIES/RENT:

A. CMR/HBSS shall pay to City during each of the 2017-2018 season, the sum of four Hundred Dollars (\$400.00) per month for five (5) months (November 21st through April 21st), payable on or before the 15th day of each subsequent month, beginning December 15th for utility charges in the leased premises.

B. All payments shall be made payable to the City of Casper and delivered to 200 North David Street, Casper, Wyoming, 82601. If CMR/HBSS fails to make payment in a timely manner, in addition to the amount otherwise due, CMR/HBSS shall pay a penalty equal to 5% of the amount otherwise due, together with interest at the rate of 18% per annum on the total due, from the due date, until paid in full.

5. INSTRUCTORS AND PERSONNEL:

A. The CMR/HBSS at their discretion shall have and maintain a properly identified representative available in the school area from 9:00 a.m. to 4:00 p.m. during regular, full-day operations. All instructors shall be identified by CMR/HBSS passes and uniforms as determined by the Director(s) of the CMR/HBSS. CMR/HBSS shall maintain a current file of the names, addresses, and telephone numbers of all instructors and personnel at the CMR/HBSS facility, and shall allow City to inspect the same at the discretion of the City.

B. The CMR/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 CMR/HBSS, and all instructors and personnel engaged in work shall be fully qualified.

6. SEASON PASSES:

CMR/HBSS coaches/instructors shall be allowed free lift privileges while actively employed as instructors. Said lift privileges shall be valid for so long as the CMR/HBSS is in operation during the 2017-2018 ski seasons and any subsequent extensions of this lease. CMR/HBSS Director(s) shall notify City Hogadon Basin Ski Area staff immediately when an instructor is no longer actively employed as to warrant free lift privileges, and when an instructor is added to the actively employed list of instructors.

7. INSURANCE AND DAMAGE:

A. City shall keep the building of which the leased premises are a part insured against loss or damage by fire or other casualty. In the event the leased premises are damaged or destroyed by fire or other causes not attributable to the negligence of CMR/HBSS, then City shall proceed with due diligence or repair and restore it to the same condition as existed before such damage or destruction; provided, however, that in the event that the leased premises are damage 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 leased 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.

B. 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 CMR/HBSS written notice of such election with said fifteen (15) day period. In the event City elects to rebuild the leased 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 CMR/HBSS within such fifteen (15) day period, then Ski School may, at its option, terminate this lease by giving City written notice thereof.

C. CMR/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.

D. Prior to commencement of work, CMR/HBSS shall procure and at all times maintain with insurer acceptable to the City the following minimum insurance protecting the CMR/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 CMR/HBSS's negligent operations in connection with the performance of this agreement.

E. LIMITS

- | | |
|------------------------------------|--------------------------------|
| 1. Workers' Compensation | Statutory |
| 2. Comprehensive General Liability | \$500,000 Combined single unit |

F. CMR/HBSS shall provide the City with certificates evidencing such insurance as outlined above **prior** to beginning any occupancy under this agreement. Such certificates shall provide thirty (30) days advance notice to the City of cancellation, material change, reduction of coverage, or non-renewal, and except for Workers' Compensation insurance, shall list the City as an additional insured.

G. In addition, upon request by the City, CMR/HBSS shall provide the City with copies of insurance policies and/or policy endorsements listing the City as an additional insured. CMR/HBSS's failure to request or review such insurance certificates or policies shall not affect City's rights or CMR/HBSS's obligations hereunder.

H. Lessee agrees to forever indemnify the Lessor, its employees, officers, council members, officials, agents, and members of its boards or commissions, and hold them harmless from all liability for damages to property, or injury to or death to persons, including all costs, expenses, and attorney's fees incurred related thereto, arising from the negligence of the Lessee.

I. It is recognized by and between the parties to this agreement that the insurance requirements contained herein are the maximum liabilities which may be imposed under Wyoming Statutes 1-39-101 et seq. In the event the maximum liability allowed by law is altered, either during the term of this agreement, or any subsequent terms, then such insurance as outlined above from CMR/HBSS shall be amended accordingly so as to provide insurance in an amount equal to or greater than the maximum liability imposed by law. The parties agree that failure to provide proof of insurance as outlined above, or any lapse in that coverage, will result in the City having the option to immediately terminate this agreement.

J. CMR/HBSS shall procure and maintain, at its own cost, any additional kinds and amounts of insurance which, in its own judgment, may be necessary for its proper protection.

8. LIFT PRIVILEGES:

CMR/HBSS shall be allowed lift line privileges as follows: 1) CMR/HBSS instructors may cut lift lines to pursue students who have fallen off of the lift, or have strayed during the course of the lesson, and while teaching private or semi-private lessons; 2) CMR/HBSS shall not be allowed to cut lift lines when conducting regular class lessons, unless allowed or directed by the lift line attendants.

9. FINANCIAL RECORDS:

CMR/HBSS shall, on or before thirty (30) days after the close of the CMR/HBSS for the 2017-2018 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 Basin Ski Area for that ski season. This report shall show such reasonable detail and breakdown as may be required by the City to accurately determine the "net gross receipts." 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 CMR/HBSS, in order to insure compliance with this agreement. Audited underpayments to the City shall be paid by the CMR/HBSS within thirty (30) days notice from the City.

10. TICKETS:

Lift tickets which are to be used by students of the CMR/HBSS shall be pre-purchased by the CMR/HBSS prior to their use by said students. CMR/HBSS shall have the right to resell tickets to its students at the same price for which they are purchased. The City of Casper supplies the computer and software for CMR/HBSS ticket sales. CMR/HBSS is billed monthly for lessons sold and tickets returned. Any overprints of tickets should be returned to the Skier Service Desk daily. Ski School ticket prices and breakdown are as follows:

Learn to Ski/Board - \$8.00 - Learn to 3-Pack - \$24.00 (total) - Ski PE - \$4.00.

11. MAINTENANCE:

A. City shall during the term of this lease agreement or any renewal thereof, maintain major premises and facility repairs to electrical, plumbing, heating, cooling, ventilation, water, sewer, irrigation, pump/well, sanitation, natural gas, lighting, general building, fencing and general land area amenities and systems; in which each single-incident of repair exceeds Two Hundred Fifty Dollars (\$250) per occurrence. CMR/HBSS shall be responsible for all minor repairs to the premises and facilities, in the previously noted system and amenity categories, in-which each single-incident of maintenance or repair is Two Hundred Fifty Dollars (\$250) per occurrence, 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.

B. CMR/HBSS shall, during the term of this lease agreement or any renewals thereof, keep the leased premises and facilities in good order and repair commensurate with the operation of the CMR/HBSS intended use of those premises and facilities, and as necessary to adequately protect clients, guests, invitees, and participants (including daily deck, stairway/walkway snow removal with the use of a snowblower that is owned and repaired by the City - excluding heavy drifting for building access only); and shall at its sole cost and expense, make any repairs necessary to the leased premises and facilities for these purposes. Upon request of CMR/HBSS, and at the sole discretion of City, the City may provide reasonable maintenance of the leased premises and facilities; however, the cost of said maintenance shall be paid by the CMR/HBSS. Notice of required maintenance may be made by City and CMR/HBSS will abate the problem within seven (7) days, unless otherwise agreed by City.

12. ADDITIONS, ALTERATIONS AND IMPROVEMENTS:

A. The CMR/HBSS, at its sole cost, risk, and expense; may construct both temporary and permanent facilities and fixtures for its benefit and the benefit of clients, customers and participants. Such facilities and fixtures shall meet all applicable city, county, state and federal regulations and requirements and such other requirements as may be prescribed by the City. The plans and specifications for any additional temporary and permanent

facilities and fixtures shall first be submitted to City for approval in accordance with existing codes and or standards, prior to construction. At the time of submission, the CMR/HBSS shall designate whether the facility or fixture is permanent or temporary, and in the case of the latter, for what period of time it will remain in use. The City shall have authority, and sole discretion, to approve or disapprove any and all temporary and permanent facilities and fixtures that are proposed to be placed upon the leased premises by the CMR/HBSS.

B. CMR/HBSS may, upon termination of the lease agreement, remove all facilities or fixtures it constructed and which are of a temporary nature. Any permanent facility or fixture shall be considered the property of City. City reserves the right to make such improvements to the property, facilities or fixtures as it may desire, upon reasonable notice to CMR/HBSS, provided the improvements do not substantially conflict with the intended use of the premises described herein, as determined by the City at its sole discretion.

13. GOVERNMENTAL CLAIMS ACT:

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

Time is of the essence in this agreement and all obligations shall be performed in a timely manner.

15. BINDING EFFECT:

This agreement shall insure to the benefit of and be binding upon the parties hereto, their respective successor, heirs, devisees, and assigns.

16. TERMINATION:

The Lessor has the right to terminate this Lease for any reason by giving not less than thirty (30) days' written notice to the Lessee of such termination.

17. WAIVER:

No failure by the City to insist upon the strict performance of any terms or conditions of this Lease, or to exercise any right or remedy available on a breach thereof, and no acceptance of full or partial payments during the continuance of any breach shall constitute a waiver of any such breach or for any term or condition of this Lease. No term or condition of this Lease required to be performed by CMR/HBSS, and no breach thereof, shall be waived, altered, or modified, except by a written instrument executed by

the City. No waiver of any breach shall affect or alter any term or condition of this Lease, and such term or condition shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

18. ENVIRONMENTAL COMPLIANCE:

- A. CMR/HBSS shall conduct its operation on the property in compliance with, and shall not permit the property to be in violation of any applicable local, state, or federal environmental laws. CMR/HBSS shall obtain and maintain in effect all permits required by any environmental laws for the property, and its uses, and furnish to the City copies of the permits upon request. CMR/HBSS shall comply with all reporting requirements of 42 U.S.C. 1101, *et. seq.* (*Emergency Planning and Community Right to Know Act*).
- B. CMR/HBSS shall not handle, store, dispose of, or allow the handling, storage or disposal of any hazardous waste as defined in 42 U.S.C. 6903 (5), or hazardous substance as defined in 42 U.S.C. 9601 (14), on the property, and shall not discharge any waste onto lands or any surface water or ground water at or near the property. CMR/HBSS shall manage all hazardous substances and chemicals, which it handles off-site, but in proximity to the subject property in accordance with all-applicable laws and regulations. CMR/HBSS shall not bring onto the property any substances known to cause human injury, including, without limitation, cancer or reproductive toxicity, except those, which are necessary for the prudent and necessary management of CMR/HBSS's lawful operations on the property. In addition, CMR/HBSS shall comply with all laws, regulations, and standards applicable to those substances.
- C. CMR/HBSS shall immediately advise the City in writing of: (1) any and all governmental agencies' regulatory proceedings or enforcement actions instituted or threatened, which require or could require investigation, mitigation, clean-up, alteration, or abatement of any conditions on the property; (2) all claims made or threatened by any party against CMR/HBSS or the property, relating to damage, contribution, cost recovery, compensation, loss or injury resulting from any pollutant, or hazardous substance; and, (3) CMR/HBSS's discovery of any occurrence or condition on the property which might subject CMR/HBSS, City, or the property to any restrictions on ownership, occupancy, transferability, or use of the property under local, state or federal environmental law.
- D. The City shall make and conduct regular investigations of the property to determine the presence thereon of any hazardous substance which may have been deposited on the property by any party, including third parties, and shall report any condition which indicates the presence of such substance immediately to the City and to the proper authorities. CMR/HBSS shall advise the City, upon request of all such investigations, which have been made, the dates of such investigations, and the method of investigation. These investigations shall be made by CMR/HBSS not less than on a monthly basis. CMR/HBSS, in addition,

shall take all reasonable precaution to prevent the dumping, discharge, or threatened discharge of any hazardous substance on the property by any third persons, and shall advise the City in writing, upon request, of all such precautions which have been taken.

19. ENTIRE AGREEMENT:

This Lease contains the entire agreement between the parties, and it is agreed that neither CMR/HBSS or anyone acting on its behalf has made any statements, promise, or agreement, or take upon itself any engagement whatever, verbally, or in writing, in conflict with terms of this Lease that in any way modifies, varies, alters, enlarges, or invalidates any of its provisions, and that no obligation of the City shall be implied in addition to the obligations herein expressed.

20. NO THIRD PARTY BENEFICIARY RIGHTS:

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

21. ASSIGNMENT:

CMR/HBSS may not assign this Lease in whole or part and may not sublet all or part of the leased premises without the written consent of the City.

IN WITNESS WHEREOF, CMR/HBSS and City have executed this Agreement on the day and year first above written.

APPROVED AS TO FORM:



ATTEST:

Fleur D. Tremel
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Mayor

WITNESS

By: *Dan Coyell*
Printed Name: Dan Coyell
Title: Parks Manager

WITNESS

By: *Dan Coyell*
Printed Name: Dan Coyell
Title: Parks Manager

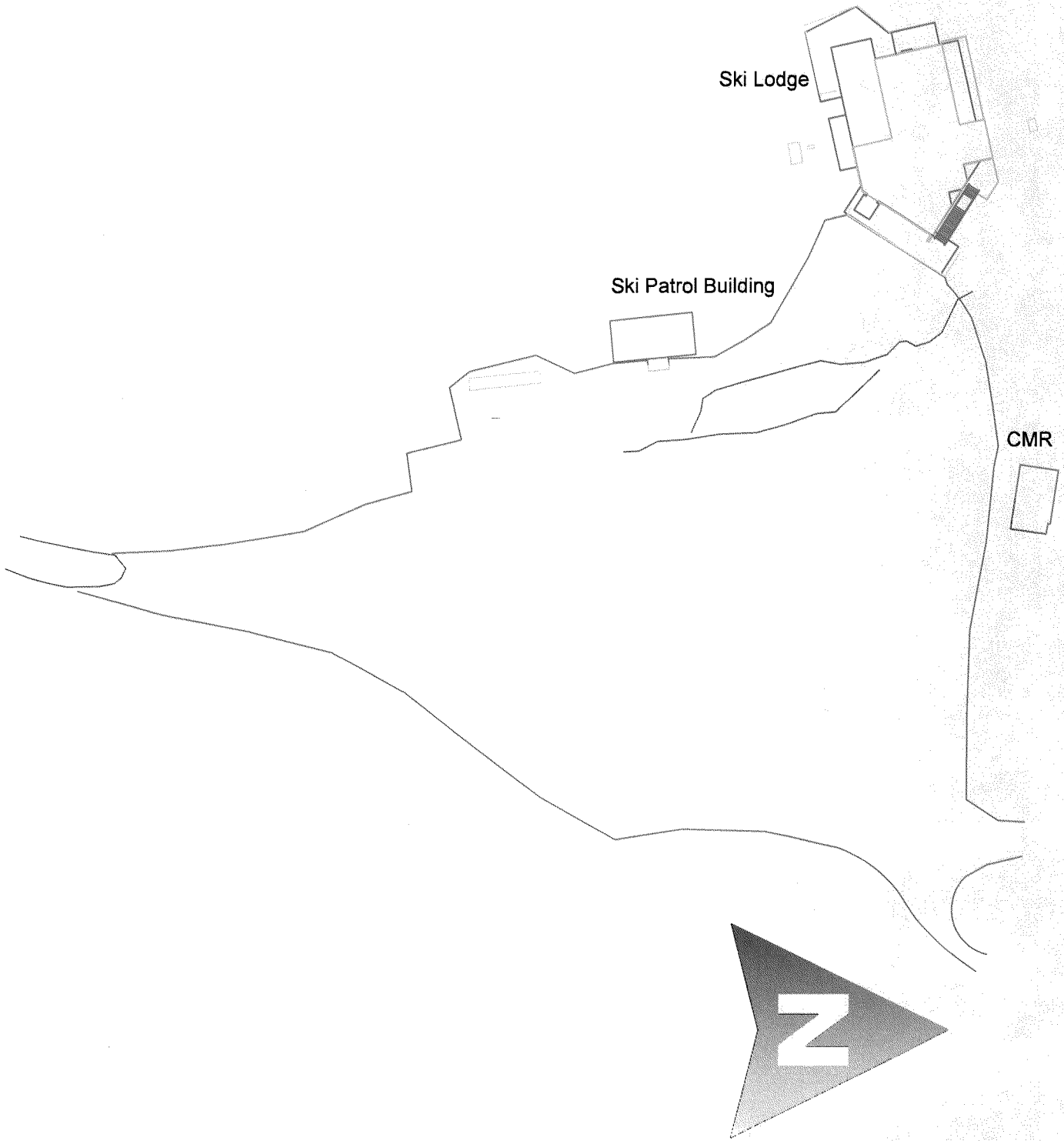
Casper Mountain Racers

By: *Robin Burnett*
Printed Name: Robin Burnett
Title: President of CMR

Hogadon Basin Snowsports School

By: *Robin Burnett*
Printed Name: Robin Burnett
Title: President of CMR

EXHIBIT B



RESOLUTION NO. 18-1

A RESOLUTION AUTHORIZING A LEASE BETWEEN
THE CITY OF CASPER AND THE CASPER
MOUNTAIN RACERS.

WHEREAS, City is the owner of the Hogadon Basin Ski Area and desires to retain the services of the Casper Mountain Racers (CMR/HBSS) for the purpose of coordinating, promoting, scheduling alpine ski racing competition activities, events, programs, practices, and races; general advancement/development of the sport, and providing the general public with ski and snowboard instructions at Hogadon Basin Ski Area; and,

WHEREAS, CMR/HBSS is affiliated with the U.S. Ski and Snowboard Association (USSA), Professional Ski Instructors of America - American Association of Snowboard Instructors (PSIA-AASI) and desires to perform the services as set forth; and is an organization whose purpose is to provide ski instructions to the general public and who desires to perform the services for the City; and,

WHEREAS, the City of Casper and the Casper Mountain Racers agree to the terms and conditions of the lease.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a lease between the City of Casper and CMR/HBSS for the use of the Administration building and lower level Ski School area in the lodge at Hogadon Basin.

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

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Mayor

December 29, 2017

MEMO TO: J. Carter Napier, City Manager 

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

SUBJECT: Authorizing a Transfer of Ownership of the Wyoming Department of Environmental Quality (WDEQ) Permit to Construct for the Casper Logistics Hub's Water and Sewer Line Systems, Project No. 13-045, from Rich Fairservis to the City of Casper.

Meeting Type & Date

Regular Council Meeting
January 02, 2018

Action type
Resolution

Recommendation

That Council, by resolution, authorize a Transfer of Ownership of the Wyoming Department of Environmental Quality (WDEQ) Permit to Construct Water and Sewer Line Systems for the Casper Logistics Hub, Project No. 13-045, from Rich Fairservis to the City of Casper.

Summary

The project to construct water and sewer facilities to the new CTRAN/Casper Crude to Rail facility (aka the Casper Logistics Hub) was completed in March of 2015 and cleared the construction warranty period in May of 2016. The project included water and sewer facilities extending along 6-Mile Road to the Casper Logistics Hub.

The Casper Public Utilities Division took over operation and ownership duties associated with the water and sewer infrastructure from the developer in May of 2016. The water and sewer construction project for the Casper Logistics Hub is unique because it occurred outside the City of Casper limits. Since the construction project occurred outside the city limits, WDEQ issued the Permit to Construct the water and sewer facilities instead of the City of Casper.

WDEQ views ownership of the water and sewer facilities associated with the Casper Logistics Hub to be Rick Fairservis. WDEQ has requested a transfer of ownership of the WDEQ Permit to Construct the water and sewer facilities from Rick Fairservis to the City of Casper. A transfer of ownership will provide WDEQ with an official record documenting the City of Casper as the owner of the water and sewer system. Engineering and utility staff have reviewed the request from the developer and the WDEQ and recommend approval.

Financial Considerations

None.

Oversight/Project Responsibility

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

Attachments

Resolution

WDEQ Transfer Request Form – (Water – Permit #13-315)

WDEQ Transfer Request Form – (Sewer – Permit #13-401)

WYOMING DEPARTMENT OF ENVIRONMENTAL QUALITY/WATER QUALITY DIVISION
Chapter 3 PERMIT TO CONSTRUCT TRANSFER REQUEST

Water Quality Division, Department of Environmental Quality
200 W. 17th St.- 4th Floor
Cheyenne, WY 82002

Date 10/16/17

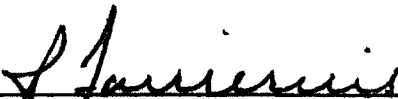
Rich Fairservis intends to transfer ownership of the facility
(Original Owner of Record)

Casper Logistics Hub - Water System associated with Permit # 13-315
(Facility Name or description)

to City of Casper, on 5/16/17
(New Owner of Record) (Date)

It is requested that the said permit be transferred to the new owner in accordance with Section 12 of Chapter 3, Wyoming, Water Quality Rules and Regulations. The new owner agrees to accept and be bound by the provisions of the new (transferred) permit and any amendments, agrees to construct and operate the facility in accordance with the approved permit, and agrees to accept responsibility for the facility's compliance with applicable standards and permit conditions, including the responsibility to perform any necessary corrective actions.

The original owner shall retain responsibility for the facility according to the terms of the original permit until the application for permit transfer is approved by the Administrator.



Signature of Original Owner's Representative
(A certified copy of a recorded document transferring ownership of the real estate may be accepted in lieu of the signature of the original owner.)

Signature of New Owner's Representative

Name and Title Rich Fairservis - CEO

(Please Print)

Name and Title _____

(Please Print)

Company Name CTAN/CCR

Company Name City of Casper

Address 1300 Venture Way
Casper, WY 82609

Address 200 N. David Street
Casper, WY 82601

Telephone 307-472-7275

Telephone 307-235-8341

**WYOMING DEPARTMENT OF ENVIRONMENTAL QUALITY/WATER QUALITY DIVISION
Chapter 3 PERMIT TO CONSTRUCT TRANSFER REQUEST**

Water Quality Division, Department of Environmental Quality
200 W. 17th St.- 4th Floor
Cheyenne, WY 82002

Date 10/16/17

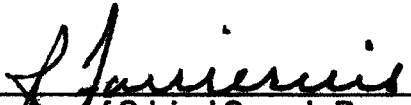
Rich Fairservis intends to transfer ownership of the facility
(Original Owner of Record)

Casper Logistics Hub - Sewer System associated with Permit # 13-401,
(Facility Name or description)

to City of Casper, on 5/16/17.
(New Owner of Record) (Date)

It is requested that the said permit be transferred to the new owner in accordance with Section 12 of Chapter 3, Wyoming, Water Quality Rules and Regulations. The new owner agrees to accept and be bound by the provisions of the new (transferred) permit and any amendments, agrees to construct and operate the facility in accordance with the approved permit, and agrees to accept responsibility for the facility's compliance with applicable standards and permit conditions, including the responsibility to perform any necessary corrective actions.

The original owner shall retain responsibility for the facility according to the terms of the original permit until the application for permit transfer is approved by the Administrator.



Signature of Original Owner's Representative
(A certified copy of a recorded document transferring ownership of the real estate may be accepted in lieu of the signature of the original owner.)

Signature of New Owner's Representative

Name and Title Rich Fairservis - CEO

(Please Print)

Name and Title _____

(Please Print)

Company Name CTAN/CCR

Company Name City of Casper

Address 1300 Venture Way
Casper, WY 82609

Address 200 N. David Street
Casper, WY 82601

Telephone 307-472-7275

Telephone 307-235-8341

RESOLUTION NO.18-2

A RESOLUTION AUTHORIZING A TRANSFER OF OWNERSHIP OF THE WYOMING DEPARTMENT OF ENVIRONMENTAL QUALITY PERMIT TO CONSTRUCT FOR THE CASPER LOGISTICS HUB, PROJECT NO.13-045.

WHEREAS, the Casper Logistics Hub water and sewer project was completed in March of 2015; and,

WHEREAS, the warranty period for the Casper Logistics Hub water and sewer project was satisfied in May of 2016; and,

WHEREAS, the City of Casper desires to assume ownership, operation and maintenance of the water and sewer facilities for the completed Casper Logistics Hub project; and,

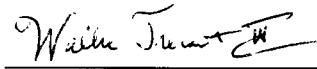
WHEREAS, CTRAN/CCR desires to transfer ownership, operation and maintenance of the Casper Logistics Hub water and sewer facilities to the City of Casper; and,

WHEREAS, the Wyoming Department of Environmental Quality requires a formal Transfer of Ownership on its Transfer Request form.

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 Wyoming Department of Environmental Quality Transfer of Ownership Transfer Request Form.

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

Mayor

December 12, 2017

MEMO TO: J. Carter Napier, City Manager 

FROM: Liz Becher, Community Development Director 
Denyse Wyskup, Regional GIS Administrator

SUBJECT: Environmental Systems Research Institute, Inc. (ESRI) Small Enterprise
Municipal and County Government License Agreement (ELA) Renewal
and Amendment

Meeting Type & Date

Regular Council Meeting, January 2, 2018.

Action type

Resolution

Recommendation

That Council approve, by resolution, the renewal of the ESRI Small Municipal and County Government Enterprise License Agreement for the sum of \$165,500.00 to be paid in three annual installments with step wise increases, 2018 (\$52,500.00), 2019 (\$54,500.00) and 2020 (\$58,500.00), from the federal Metropolitan Planning Organization (MPO) grant to the City of Casper. In addition, approve the inclusion of the Wyoming Governmental Claims Act as Amendment No.1 to the Agreement.

Summary

The ESRI ELA provides the participating governmental entities access to ESRI desktop, web and enterprise applications. Since 2010, the ELA has provided the core components necessary to build the regional GIS architecture currently in place and in development. The ESRI ELA will expire February 8, 2018. The ELA requires renewal every three years. Attached you will find the most recent contract. No significant changes were made this renewal cycle in comparison to previous contract periods. As the regional GIS program continues to expand, additional local governmental entities have requested to obtain ESRI licensing available through the ELA. Casper Natrona County International Airport (NCIA) was added to the ELA this renewal cycle. As we are still within the population parameters set for the Small Municipal and County Government ELA, the addition of this entity did not result in a change to our licensing level, terms, or conditions.

During negotiation of the license renewal it was recommended by the City Attorney's Office to include the Wyoming Governmental Claims Act into the new ELA. Historically, ESRI has communicated that the ELA is non-negotiable and the inclusion of this amendment was not

achieved. This renewal cycle ESRI is amenable to adding this amendment to the ELA. Attached you will find the amendment prepared by the City Attorney's Office.

Financial Considerations

The annual licensing renewal expense is budgeted through the Unified Planning Work Program (UPWP) for the Casper MPO.

Oversight/Project Responsibility

Denyse Wyskup, Regional GIS Administrator

Attachments

Resolution

ESRI Enterprise License Agreement

Amendment No.1 to the Enterprise License Agreement



Esri Use Only:
 Cust. Name _____
 Cust. # _____
 PO # _____
 Esri Agreement # _____

Esri, 380 New York St., Redlands, CA 92373-8100 USA • TEL 909-793-2853 • FAX 909-793-5953

**ENTERPRISE LICENSE AGREEMENT
(RG1)**

This Agreement is by and between City of Casper ("Managing Customer") and **Environmental Systems Research Institute, Inc. ("Esri")**.

This Agreement sets forth the terms for Managing Customer's use of Products and incorporates by reference (i) the Quotation and (ii) the License Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the License Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Managing Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

**Table A
List of Products**

Uncapped Quantities

Desktop Software and Extensions (Single Use)

ArcGIS Desktop Advanced
 ArcGIS Desktop Standard
 ArcGIS Desktop Basic
 ArcGIS Desktop Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Publisher, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager, ArcGIS Data Reviewer

Enterprise Software and Extensions

ArcGIS Enterprise and Workgroup (Advanced and Standard)
 ArcGIS Enterprise Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager

Enterprise Optional Servers

ArcGIS Image Server

Developer Tools

ArcGIS Engine
 ArcGIS Engine Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Engine Geodatabase Update, ArcGIS Network Analyst, ArcGIS Schematics
 ArcGIS Runtime (Standard)
 ArcGIS Runtime Analysis Extension

Limited Quantities

One (1) Professional subscription to ArcGIS Developer*
 Two (2) Esri CityEngine Advanced Single Use Licenses

* Maintenance is not provided for these items

**Additional sets of backup media may be purchased for a fee

OTHER BENEFITS

ArcGIS Online Named Users - Level 1 & Level 2	250
ArcGIS Online Service Credits	37,500
ArcGIS Enterprise Named Users - Level 1 & Level 2	250
Insights for ArcGIS	5
Number of Esri User Conference registrations provided annually	4
Number of Tier 1 Help Desk individuals authorized to call Esri	4
Maximum number of sets of backup media, if requested**	2
Self-Paced e-Learning	Uncapped
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement (Discount does not apply to Small Enterprise Training Package)	

Managing Customer may accept this Agreement by signing and returning the whole Agreement with a sales quotation, purchase order, or other document ("Ordering Document") that matches the Quotation and references this Agreement. **ADDITIONAL OR CONFLICTING TERMS IN MANAGING CUSTOMER'S ORDERING DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri's receipt of Managing Customer's Ordering Document incorporating this Agreement by reference, unless otherwise agreed to by the parties ("Effective Date"). An executed Agreement transmitted through electronic means, such as fax or e-mail, is valid and binding even if an original paper document bearing each party's original signature is not delivered.

This Agreement authorizes the entities listed in Attachment 1 (each an "Authorized Entity") to use Products listed in Table A, provided Authorized Entity signs and returns an executed Authorized Entity Acknowledgment Statement and agrees to be bound by the terms and conditions of this Agreement. Managing Customer may not Deploy any Products to an Authorized Entity until Managing Customer has received and sent to Esri the executed Authorized Entity Acknowledgment Statement.

Term of Agreement: Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

City of Casper
(Managing Customer)

By: _____
Authorized Signature

Printed Name: _____

Title: Mayor - City of Casper

Date: _____

MANAGING CUSTOMER CONTACT INFORMATION

Contact: Denise Wuskup

Telephone: (307) 235-8455

Address: 200 N David St

Fax: _____

City, State, Postal Code: Casper, WY 82609

E-mail: dwuskup@casper.wy.gov

Country: USA

Quotation Number (if applicable): 20514549

1.0—ADDITIONAL DEFINITIONS

In addition to the definitions provided in the License Agreement, the following definitions apply to this Agreement:

"Deploy", "Deployed" and "Deployment" mean to redistribute and install the Products and related Authorization Codes within Customer's organization(s).

"Fee" means the fee set forth in the Quotation.

"Case" means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

"License Agreement" means the applicable license agreement for Esri Products incorporated by this reference that is (i) found at <http://www.esri.com/legal/software-license> and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri license agreement that supersedes such electronically acknowledged license agreement.

"Customer" means Managing Customer and Authorized Entity.

"Maintenance" means Tier 2 Support, Product updates, and Product patches provided to Managing Customer during the Term of Agreement.

"Product(s)" means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

"Quotation" means the offer letter and quotation provided separately to Managing Customer.

"Technical Support" means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

"Tier 1 Help Desk" means Managing Customer's point of contact(s) to provide all Tier 1 Support within Customer's organization(s).

"Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk.

"Tier 2 Support" means the Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support. Managing Customer will receive Tier 2 Support from Esri.

2.0—ADDITIONAL GRANT OF LICENSE

2.1 Grant of License. Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy and Deploy quantities of the Products listed in Table A—List of Products for the term provided on the first page (i) for the applicable Fee and (ii) in accordance with the License Agreement. Additionally, Esri grants to Managing Customer the right to Deploy for Customer's internal use, provided prior to Deploying to an Authorized Entity, Esri receives a signed copy of the Authorized Entity Acknowledgment Statement.

2.2 Consultant Access. Esri grants Customer the right to permit Customer's consultants or contractors to use the Products exclusively for Customer's benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer's benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Managing Customer locations, except for the purpose of hosting the Software or Data on Contractor Servers for the benefit of Customer.

3.0—TERM, TERMINATION, AND EXPIRATION

3.1 Term. This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

3.2 No Use upon Agreement Expiration or Termination. All Product licenses, all Maintenance, and Esri User Conference registrations terminate on expiration or termination of this Agreement.

3.3 Termination for a Material Breach. Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

3.4 Termination for Lack of Funds. For an Agreement with government or government-owned entities, either party may terminate this Agreement before any subsequent year if Managing Customer is unable to secure funding through the legislative or governing body's approval process.

3.5 Follow-on Term. If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

3.6 Termination of an Individual Authorized Entity. Esri may terminate the license rights of a particular Authorized Entity for material breach without terminating this Agreement with Managing Customer. The breaching Authorized Entity will be given a period of thirty (30) days from the date of written notice to cure any material breach. Upon the termination of an Authorized Entity, all Products Deployed to the Authorized Entity will also terminate. Managing Customer shall reasonably cooperate with Esri in termination of an Authorized Entity for material breach of this Agreement, including enforcement of the Agreement with respect to such Authorized Entity. There will be no reduction in the Fee if an Authorized Entity's rights are terminated. The terminated Authorized Entity will have no further access to any benefits, entitlements, rights, or other items included in or otherwise related to this Agreement.

3.7 Termination by Authorized Entity. If an Authorized Entity no longer desires to participate in this Agreement, the Authorized Entity may terminate; however, there will be no decrease in the Fee as a result.

4.0—PRODUCT UPDATES

4.1 Future Updates. Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Managing Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Managing Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions of the License Agreement.

4.2 Product Life Cycle. During the Term of Agreement, some Products may be retired or may no longer be

available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at <http://support.esri.com/en/content/productlifecycles>. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed during the Term of Agreement, but Managing Customer will not be able to Deploy retired Products.

5.0—MAINTENANCE

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Standard Maintenance Program document (found at <http://www.esri.com/legal>). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

a. Tier 1 Support

1. Managing Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.
2. The Tier 1 Help Desk will be fully trained in the Products.
3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
4. The Tier 1 Help Desk will be the initial points of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case. The Tier 1 Help Desk may also use any other information and databases that may be developed to satisfactorily resolve the Case.
5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer.
6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support.

Managing Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.
2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.
3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.
4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.
5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

6.0—ENDORSEMENT AND PUBLICITY

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

7.0—ADMINISTRATIVE REQUIREMENTS

- 7.1 OEM Licenses.** Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.
- 7.2 Annual Report of Deployments.** At each anniversary date and ninety (90) calendar days prior to the expiration date of this Agreement, Managing Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer

will provide records sufficient to verify the accuracy of the annual report.

8.0—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT

8.1 Orders, Delivery, and Deployment

- a. Upon the Effective Date, Esri will invoice Managing Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Managing Customer to download, operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee before the annual anniversary date for each additional year.
- b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri's federal ID number is 95-2775-732.
- c. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Managing Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Managing Customer will pay any such sales or use tax associated with the receipt of tangible media.

8.2 Order Requirements. Esri does not require Managing Customer to issue a purchase order. Managing Customer may submit a purchase order in accordance with its own process requirements, provided that if Managing Customer issues a purchase order, Managing Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Managing Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each additional year.

- a. All orders pertaining to this Agreement will be processed through Managing Customer's centralized point of contact.
- b. The following information will be included in each Ordering Document:
 - (1) Managing Customer name; Esri customer number, if known; and bill-to and ship-to addresses
 - (2) Order number
 - (3) Applicable annual payment due

9.0—MERGERS, ACQUISITIONS, OR DIVESTITURES

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "Ownership Change"). There will be no decrease in Fee as a result of any Ownership Change.

- 9.1** If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.
- 9.2** If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will uninstall, remove, and destroy or transfer the Products to Customer.
- 9.3** This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products, and this Agreement will terminate upon such Ownership Change.

**ATTACHMENT 1
AUTHORIZED ENTITY LIST**

1. Authorized Entity Name: County of Natrona
 Contact Name: Eileen Hill
 Address: 200 N Center St.
Suite 105 Casper, WY 82601
 Phone: (307) 235-9351
 E-mail: ehill@natrona-county-wy.gov
2. Authorized Entity Name: Natrona County Health Department
 Contact Name: Kelly N. Weidenbach
 Address: 475 S Spruce St
Casper, WY 82601
 Phone: (307) 577-9722
 E-mail: Kellyweidenbach@cnchd.org
3. Authorized Entity Name: Town of Mills
 Contact Name: Kevin O' Hearn
 Address: PO Box 789
Mills, WY 82644
 Phone: (307) 234-6679
 E-mail: kohearn@mills.wy.com
4. Authorized Entity Name: Town of Evansville
 Contact Name: Dan Adcock
 Address: PO Box 158 / 235 Curtis St.
Evansville, WY 82636
 Phone: (307) 234-6530
 E-mail: publicworks2@evansville.wy.com
5. Authorized Entity Name: Town of Bar Nunn
 Contact Name: Patrick Ford
 Address: 4820 N Woodwell Industrial Ave
Bar Nunn, WY 82601
 Phone: (307) 237-7269
 E-mail: patrickford@townofbarnunn.com
6. Authorized Entity Name: Natrona County Fire District
 Contact Name: Robert Fawcett
 Address: PO Box 820
Mills, WY
 Phone: (307) 234-8826
 E-mail: rfawcett@natrona-county-wy.gov
7. Authorized Entity Name: Town of Edgerton
 Contact Name: Lindy Aars
 Address: PO Box 404
311 N 2nd St
 Phone: (307) 437-6763
 E-mail: townofe@ATConnect.net
8. Authorized Entity Name: Wardwell Water & Sewer District
 Contact Name: Gloria Brainard
 Address: PO Box 728
Mills, WY 82644
 Phone: (307) 235-7034
 E-mail: wardwell@wyoming.com
9. Authorized Entity Name: Casper/Natrona County International Airport
 Contact Name: Glenn Januska
 Address: 8500 Airport Parkway
Casper, WY 82604
 Phone: (307) 472-6688 ext 12
 E-mail: gjanuska@itlycasper.com

Prior to any Deployment to an Authorized Entity, Managing Customer shall require each such entity to be contractually bound to applicable terms and conditions by executing an Authorized Entity Acknowledgment Statement. Managing Customer shall keep a copy of the signed original acknowledgment for its records and forward a copy of the signed original to Esri. Esri may pursue remedies against Managing Customer or an individual Authorized Entity for material breach. Only Managing Customer has a right to Deploy.

AUTHORIZED ENTITY ACKNOWLEDGMENT STATEMENT

Environmental Systems Research Institute, Inc. ("Esri") and _____ City of Casper _____ ("Managing Customer"), have entered into an Agreement for licensing certain rights to use and Deploy specific Products and to receive maintenance for the term of the Agreement, subject to payment of fees and adherence to the terms and conditions of this Agreement. Esri has authorized Managing Customer to Deploy Products to Authorized Entity provided Authorized Entity signs and returns this Authorized Entity Acknowledgment Statement.

Accordingly, Authorized Entity, as a Customer, represents it has received and read the Agreement, and understands and agrees to be bound by the Agreement, for use of Products received from Managing Customer. Authorized Entity agrees that Esri may pursue remedies against Authorized Entity for material breach of the Agreement. All Deployments made by Managing Customer to Authorized Entity shall be made through Managing Customer's centralized point of contact. Tier 1 Help Desk will provide Maintenance to Authorized Entity. Authorized Entity grants Managing Customer the right to unilaterally sign amendments to this Agreement, which shall be binding on Authorized Entity.

No other rights are granted to Authorized Entity under this acknowledgment.

Accepted and Agreed:

Natrona County
(Authorized Entity)

Signature: John H. Lawson

Printed Name: John H. Lawson

Title: Chairman Board of Natrona County Commission

Date: 11-21-17

Prepared by/Reviewed by
C. A. Reed

Prior to any Deployment to an Authorized Entity, Managing Customer shall require each such entity to be contractually bound to applicable terms and conditions by executing an Authorized Entity Acknowledgment Statement. Managing Customer shall keep a copy of the signed original acknowledgment for its records and forward a copy of the signed original to Esri. Esri may pursue remedies against Managing Customer or an individual Authorized Entity for material breach. Only Managing Customer has a right to Deploy.

AUTHORIZED ENTITY ACKNOWLEDGMENT STATEMENT

Environmental Systems Research Institute, Inc. ("Esri") and City of Casper ("Managing Customer"), have entered into an Agreement for licensing certain rights to use and Deploy specific Products and to receive maintenance for the term of the Agreement, subject to payment of fees and adherence to the terms and conditions of this Agreement. Esri has authorized Managing Customer to Deploy Products to Authorized Entity provided Authorized Entity signs and returns this Authorized Entity Acknowledgment Statement.

Accordingly, Authorized Entity, as a Customer, represents it has received and read the Agreement, and understands and agrees to be bound by the Agreement, for use of Products received from Managing Customer. Authorized Entity agrees that Esri may pursue remedies against Authorized Entity for material breach of the Agreement. All Deployments made by Managing Customer to Authorized Entity shall be made through Managing Customer's centralized point of contact. Tier 1 Help Desk will provide Maintenance to Authorized Entity. Authorized Entity grants Managing Customer the right to unilaterally sign amendments to this Agreement, which shall be binding on Authorized Entity.

No other rights are granted to Authorized Entity under this acknowledgment.

Accepted and Agreed:

Casper - Natrona county health department
(Authorized Entity)

Signature: Kelly N. Weidenbach

Printed Name: Kelly N. Weidenbach

Title: Executive Director

Date: 11/7/17

Prior to any Deployment to an Authorized Entity, Managing Customer shall require each such entity to be contractually bound to applicable terms and conditions by executing an Authorized Entity Acknowledgment Statement. Managing Customer shall keep a copy of the signed original acknowledgment for its records and forward a copy of the signed original to Esri. Esri may pursue remedies against Managing Customer or an individual Authorized Entity for material breach. Only Managing Customer has a right to Deploy.

AUTHORIZED ENTITY ACKNOWLEDGMENT STATEMENT

Environmental Systems Research Institute, Inc. ("Esri") and _____ City of Casper ("Managing Customer"), have entered into an Agreement for licensing certain rights to use and Deploy specific Products and to receive maintenance for the term of the Agreement, subject to payment of fees and adherence to the terms and conditions of this Agreement. Esri has authorized Managing Customer to Deploy Products to Authorized Entity provided Authorized Entity signs and returns this Authorized Entity Acknowledgment Statement.

Accordingly, Authorized Entity, as a Customer, represents it has received and read the Agreement, and understands and agrees to be bound by the Agreement, for use of Products received from Managing Customer. Authorized Entity agrees that Esri may pursue remedies against Authorized Entity for material breach of the Agreement. All Deployments made by Managing Customer to Authorized Entity shall be made through Managing Customer's centralized point of contact. Tier 1 Help Desk will provide Maintenance to Authorized Entity. Authorized Entity grants Managing Customer the right to unilaterally sign amendments to this Agreement, which shall be binding on Authorized Entity.

No other rights are granted to Authorized Entity under this acknowledgment.

Accepted and Agreed:

Town of Bar Nunn
(Authorized Entity)

Signature: 

Printed Name: Patrick R. Ford

Title: Mayor

Date: 10/11/2007

Prior to any Deployment to an Authorized Entity, Managing Customer shall require each such entity to be contractually bound to applicable terms and conditions by executing an Authorized Entity Acknowledgment Statement. Managing Customer shall keep a copy of the signed original acknowledgment for its records and forward a copy of the signed original to Esri. Esri may pursue remedies against Managing Customer or an individual Authorized Entity for material breach. Only Managing Customer has a right to Deploy.

AUTHORIZED ENTITY ACKNOWLEDGMENT STATEMENT

Environmental Systems Research Institute, Inc. ("Esri") and _____ City of Casper _____ ("Managing Customer"), have entered into an Agreement for licensing certain rights to use and Deploy specific Products and to receive maintenance for the term of the Agreement, subject to payment of fees and adherence to the terms and conditions of this Agreement. Esri has authorized Managing Customer to Deploy Products to Authorized Entity provided Authorized Entity signs and returns this Authorized Entity Acknowledgment Statement.

Accordingly, Authorized Entity, as a Customer, represents it has received and read the Agreement, and understands and agrees to be bound by the Agreement, for use of Products received from Managing Customer. Authorized Entity agrees that Esri may pursue remedies against Authorized Entity for material breach of the Agreement. All Deployments made by Managing Customer to Authorized Entity shall be made through Managing Customer's centralized point of contact. Tier 1 Help Desk will provide Maintenance to Authorized Entity. Authorized Entity grants Managing Customer the right to unilaterally sign amendments to this Agreement, which shall be binding on Authorized Entity.

No other rights are granted to Authorized Entity under this acknowledgment.

Accepted and Agreed:

Town of Mills
(Authorized Entity)

Signature: [Handwritten Signature]

Printed Name: Seth Coleman

Title: Mayor - Town of Mills

Date: October 11th, 2017



Prior to any Deployment to an Authorized Entity, Managing Customer shall require each such entity to be contractually bound to applicable terms and conditions by executing an Authorized Entity Acknowledgment Statement. Managing Customer shall keep a copy of the signed original acknowledgment for its records and forward a copy of the signed original to Esri. Esri may pursue remedies against Managing Customer or an individual Authorized Entity for material breach. Only Managing Customer has a right to Deploy.

AUTHORIZED ENTITY ACKNOWLEDGMENT STATEMENT

Environmental Systems Research Institute, Inc. ("Esri") and City of Casper ("Managing Customer"), have entered into an Agreement for licensing certain rights to use and Deploy specific Products and to receive maintenance for the term of the Agreement, subject to payment of fees and adherence to the terms and conditions of this Agreement. Esri has authorized Managing Customer to Deploy Products to Authorized Entity provided Authorized Entity signs and returns this Authorized Entity Acknowledgment Statement.

Accordingly, Authorized Entity, as a Customer, represents it has received and read the Agreement, and understands and agrees to be bound by the Agreement, for use of Products received from Managing Customer. Authorized Entity agrees that Esri may pursue remedies against Authorized Entity for material breach of the Agreement. All Deployments made by Managing Customer to Authorized Entity shall be made through Managing Customer's centralized point of contact. Tier 1 Help Desk will provide Maintenance to Authorized Entity. Authorized Entity grants Managing Customer the right to unilaterally sign amendments to this Agreement, which shall be binding on Authorized Entity.

No other rights are granted to Authorized Entity under this acknowledgment.

Accepted and Agreed:

Town of Evansville
(Authorized Entity)

Signature: [Handwritten Signature]

Printed Name: Dan Adcock

Title: Public Works Director

Date: 10/6/17

Prior to any Deployment to an Authorized Entity, Managing Customer shall require each such entity to be contractually bound to applicable terms and conditions by executing an Authorized Entity Acknowledgment Statement. Managing Customer shall keep a copy of the signed original acknowledgment for its records and forward a copy of the signed original to Esri. Esri may pursue remedies against Managing Customer or an individual Authorized Entity for material breach. Only Managing Customer has a right to Deploy.

AUTHORIZED ENTITY ACKNOWLEDGMENT STATEMENT

Environmental Systems Research Institute, Inc. ("Esri") and _____ City of Casper _____ ("Managing Customer"), have entered into an Agreement for licensing certain rights to use and Deploy specific Products and to receive maintenance for the term of the Agreement, subject to payment of fees and adherence to the terms and conditions of this Agreement. Esri has authorized Managing Customer to Deploy Products to Authorized Entity provided Authorized Entity signs and returns this Authorized Entity Acknowledgment Statement.

Accordingly, Authorized Entity, as a Customer, represents it has received and read the Agreement, and understands and agrees to be bound by the Agreement, for use of Products received from Managing Customer. Authorized Entity agrees that Esri may pursue remedies against Authorized Entity for material breach of the Agreement. All Deployments made by Managing Customer to Authorized Entity shall be made through Managing Customer's centralized point of contact. Tier 1 Help Desk will provide Maintenance to Authorized Entity. Authorized Entity grants Managing Customer the right to unilaterally sign amendments to this Agreement, which shall be binding on Authorized Entity.

No other rights are granted to Authorized Entity under this acknowledgment.

Accepted and Agreed:

MATRONA COUNTY FIRE DISTRICT
(Authorized Entity)

Signature: 

Printed Name: ROBERT FANCETT

Title: FIRE CHIEF

Date: 10-24-17

Prior to any Deployment to an Authorized Entity, Managing Customer shall require each such entity to be contractually bound to applicable terms and conditions by executing an Authorized Entity Acknowledgment Statement. Managing Customer shall keep a copy of the signed original acknowledgment for its records and forward a copy of the signed original to Esri. Esri may pursue remedies against Managing Customer or an individual Authorized Entity for material breach. Only Managing Customer has a right to Deploy.

AUTHORIZED ENTITY ACKNOWLEDGMENT STATEMENT

Environmental Systems Research Institute, Inc. ("Esri") and _____ City of Casper _____ ("Managing Customer"), have entered into an Agreement for licensing certain rights to use and Deploy specific Products and to receive maintenance for the term of the Agreement, subject to payment of fees and adherence to the terms and conditions of this Agreement. Esri has authorized Managing Customer to Deploy Products to Authorized Entity provided Authorized Entity signs and returns this Authorized Entity Acknowledgment Statement.

Accordingly, Authorized Entity, as a Customer, represents it has received and read the Agreement, and understands and agrees to be bound by the Agreement, for use of Products received from Managing Customer. Authorized Entity agrees that Esri may pursue remedies against Authorized Entity for material breach of the Agreement. All Deployments made by Managing Customer to Authorized Entity shall be made through Managing Customer's centralized point of contact. Tier 1 Help Desk will provide Maintenance to Authorized Entity. Authorized Entity grants Managing Customer the right to unilaterally sign amendments to this Agreement, which shall be binding on Authorized Entity.

No other rights are granted to Authorized Entity under this acknowledgment.

Accepted and Agreed:

TOWN OF EDGERTON
(Authorized Entity)

Signature: H. H. King Jr.

Printed Name: H. H. KING JR.

Title: MAYOR

Date: NOV. 07 2017

Prior to any Deployment to an Authorized Entity, Managing Customer shall require each such entity to be contractually bound to applicable terms and conditions by executing an Authorized Entity Acknowledgment Statement. Managing Customer shall keep a copy of the signed original acknowledgment for its records and forward a copy of the signed original to Esri. Esri may pursue remedies against Managing Customer or an individual Authorized Entity for material breach. Only Managing Customer has a right to Deploy.

AUTHORIZED ENTITY ACKNOWLEDGMENT STATEMENT

Environmental Systems Research Institute, Inc. ("Esri") and _____ City of Casper _____ ("Managing Customer"), have entered into an Agreement for licensing certain rights to use and Deploy specific Products and to receive maintenance for the term of the Agreement, subject to payment of fees and adherence to the terms and conditions of this Agreement. Esri has authorized Managing Customer to Deploy Products to Authorized Entity provided Authorized Entity signs and returns this Authorized Entity Acknowledgment Statement.

Accordingly, Authorized Entity, as a Customer, represents it has received and read the Agreement, and understands and agrees to be bound by the Agreement, for use of Products received from Managing Customer. Authorized Entity agrees that Esri may pursue remedies against Authorized Entity for material breach of the Agreement. All Deployments made by Managing Customer to Authorized Entity shall be made through Managing Customer's centralized point of contact. Tier 1 Help Desk will provide Maintenance to Authorized Entity. Authorized Entity grants Managing Customer the right to unilaterally sign amendments to this Agreement, which shall be binding on Authorized Entity.

No other rights are granted to Authorized Entity under this acknowledgment.

Accepted and Agreed:

Wendell Water & Sewer District
(Authorized Entity)

Signature: Gloria Brainard

Printed Name: Gloria Brainard

Title: District Manager

Date: October 4, 2017

Prior to any Deployment to an Authorized Entity, Managing Customer shall require each such entity to be contractually bound to applicable terms and conditions by executing an Authorized Entity Acknowledgment Statement. Managing Customer shall keep a copy of the signed original acknowledgment for its records and forward a copy of the signed original to Esri. Esri may pursue remedies against Managing Customer or an individual Authorized Entity for material breach. Only Managing Customer has a right to Deploy.

AUTHORIZED ENTITY ACKNOWLEDGMENT STATEMENT


Environmental Systems Research Institute, Inc. ("Esri") and City of Casper ("Managing Customer"), have entered into an Agreement for licensing certain rights to use and Deploy specific Products and to receive maintenance for the term of the Agreement, subject to payment of fees and adherence to the terms and conditions of this Agreement. Esri has authorized Managing Customer to Deploy Products to Authorized Entity provided Authorized Entity signs and returns this Authorized Entity Acknowledgment Statement.

Accordingly, Authorized Entity, as a Customer, represents it has received and read the Agreement, and understands and agrees to be bound by the Agreement, for use of Products received from Managing Customer. Authorized Entity agrees that Esri may pursue remedies against Authorized Entity for material breach of the Agreement. All Deployments made by Managing Customer to Authorized Entity shall be made through Managing Customer's centralized point of contact. Tier 1 Help Desk will provide Maintenance to Authorized Entity. Authorized Entity grants Managing Customer the right to unilaterally sign amendments to this Agreement, which shall be binding on Authorized Entity.

No other rights are granted to Authorized Entity under this acknowledgment.

Accepted and Agreed:

CASPER / NATRONA COUNTY / RILEY AIRPORT
(Authorized Entity)

Signature: 

Printed Name: GLENN S. JANUSKA

Title: AIRPORT DIRECTOR

Date: 10-26-17

AMENDMENT NO. 1 TO THE ENTERPRISE LICENSE AGREEMENT

Amendment No. 1 to the Enterprise License Agreement (“Amendment No. 1”) is made and entered into this ____ day of _____, 2017, by and between Environmental Systems Research Institute (“Esri”) and the City of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601 (“Managing Customer”). Throughout Amendment No. 1, Esri and Managing Customer may be individually referred to as “Party” or together as “Parties.”

RECITALS

- A. The Parties want to enter into a three-year, Enterprise License Agreement (“ELA”).
- B. The ELA contains does not have Wyoming Governmental Claims Act provisions.
- C. In consideration of the Managing Customer executing an ELA, Esri agrees to add Wyoming Governmental Claims Act language to the ELA by Amendment No. 1.
- D. Amendment No. 1 shall be executed contemporaneously with the ELA, and remain in full force throughout the term of the ELA and any subsequent amendments to it.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties hereto agree by and between them as follows:

1. INCORPORATION OF RECITALS

The recitals set forth above are hereby incorporated herein at this point as if fully set forth as part of this Amendment No. 1.

2. ADDITION OF SECTION 10. WYOMING GOVERNMENTAL CLAIMS ACT

Section “10. WYOMING GOVERNMENTAL CLAIMS ACT” is hereby added to the ELA as follows:

10. WYOMING GOVERNMENTAL CLAIMS ACT

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

3. RATIFICATION

The terms and conditions of the ELA, as modified by Amendment No. 1, are ratified by the parties and shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned duly authorized representatives of the Parties have executed this Amendment No. 1 as of the day and year above.

APPROVED AS TO FORM



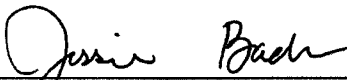
ATTEST

Fleur D. Tremel
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

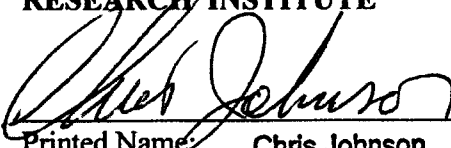
J. Carter Napier
City Manager

WITNESS



Printed Name: Jessica Baden
Title: Administrative Assistant

**ENVIRONMENTAL SYSTEMS
RESEARCH INSTITUTE**



Printed Name: Chris Johnson
Title: Manager, Commercial & Government Contracts

10/3/17

RESOLUTION NO.18-3

A RESOLUTION AUTHORIZING THE RENEWAL AND AMENDMENT TO THE ENVIRNOMENTAL SYSTEMS RESEARCH INSTITUE, INC. (ESRI) SMALL MUNICIPAL AND COUNTY GOVERNMENT ENTERPRISE LICENSE AGREEMENT (ELA)

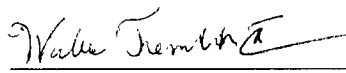
WHEREAS, the City of Casper and ESRI desire to renew the Small Municipal and County Government ELA and approve Amendment No. 1 thereto; and,

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, the ESRI ELA and Amendment No.1 to thereto.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments throughout the term of the ESRI ELA, not to exceed One Hundred Sixty Five Thousand, Five Hundred Dollars (\$165,500), all as further set forth therein.

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

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Mayor

December 15, 2017

MEMO TO: J. Carter Napier, City Manager *JCN*
FROM: Andrew Beamer, Public Services Director *AB*
Carolyn Griffith, Recreation Manager
SUBJECT: Authorizing the Appointment of Stephanie Whitfield and Jon B. Huss to the Leisure Services Advisory Board.

Meeting Type and Date
Regular Council Meeting
January 2, 2018

Action Type
Minute Action

Recommendation
That Council, by minute action, appointment Stephanie Whitfield and Jon B. Huss to the Leisure Services Advisory Board, to a term ending December 31, 2020 and December 31, 2021, respectively.

Summary
There are two vacancies on the Leisure Services Advisory Board (Board). The Board respectfully requests the appointment of Stephanie Whitfield and Jon B. Huss to the vacant seats. The term of Stephanie Whitfield will expire on December 31, 2020, and the term of Jon B. Huss will expire on December 31, 2021.

The Board advertised and began accepting applications for vacant positions on October 18, 2017 with an advertised deadline of October 31, 2017. The Board met on Thursday, December 14, 2017 and formally voted to recommend the appointment of these two applicants.

Financial Considerations
None.

Oversight/Project Responsibility
Carolyn Griffith, Recreation Division, Public Services Department

Attachments
Letter – Jon B. Huss
Letter and Resume – Stephanie Whitfield

Jon B. Huss
Attorney at Law
330 S. Center St., Suite 306
Casper, WY 82601
(307) 265-3363; jhuss@vcn.com

October 23, 2017

Recreation Manager
1801 East 4th St.
Casper, WY 82601

Re: Leisure Services Advisory Board Opening

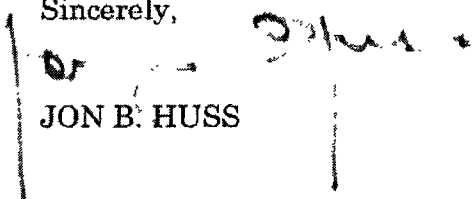
Dear Sir/Madam:

I would like to apply to serve as a voluntary member of the Leisure Services Advisory Board. I graduated from the University of Wyoming Law School in 1988, and have worked as a lawyer in Casper ever since. During my time in Casper I have been a regular user of public recreational facilities. I go to the Casper Recreation Center four or five times a week to swim laps and to work out in the gym. During the summer I swim laps at the Washington Park swimming pool, and play tennis at the Washington Park tennis courts. My wife, Anne MacKinnon, helped found the Friends of Washington Park Pool organization, the purpose of which was to support the pool.

During the summer, my wife and I regularly kayak on the North Platte river through Casper, and my wife serves on the Platte River Revival Advisory Committee. We also participate every year in the Platte River cleanup. During the winter, we ski at the cross-country ski area on Casper mountain. Years ago I helped build the Natrona County cross-country ski lodge and race course buildings, and we participate every year in the cross-country ski trails clean-up. My son grew up in Casper, and played ice hockey at the Casper Recreation Center ice rink. He was also an avid tennis player and cross-country skier, and used the public tennis and ski facilities on a regular basis.

As you can see, I have a deep interest in the public recreational facilities in and around Casper. I would be happy to serve on Leisure Services Advisory Board to ensure that the facilities are adequately maintained and continue to be available to the public. Thank you for your attention to this application. Please feel free to contact me if you have any questions or need additional information.

Sincerely,


JON B. HUSS

October 30, 2017

Recreation Manager
City of Casper
1801 East 4th St
Casper, WY 82601

RE: Letter of Interest for the Leisure Services Advisory Board

Dear Recreation Manager:

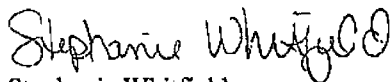
I am writing to express my interest in serving on the Leisure Services Advisory Board for the City of Casper. As a member of the Casper community since 2003, I have come to appreciate all that the City of Casper has to offer. I've made Casper my home and along with my husband am raising two young children in this wonderful community. I have been searching for an opportunity to volunteer my time where I can make a contribution and be a part of enhancing our beautiful city.

I am a Geologist and a Project Manager at Trihydro Corporation in Casper. I am currently working with the City of Casper on a brownfields assessment grant that the city received for the Old Yellowstone District (OYD). My favorite part of this project has been working with members of the OYD. I also manage a former refinery site in the area which will bring a once idle property back into reuse for the community. As a citizen of Casper, my family enjoys utilizing the many leisure services it has to offer such as swimming and ice skating at the recreation center, walking and biking the miles of trails, golfing, and attending events at the Casper Events Center. I am excited to be a part of a group that can make recommendations and improvements to leisure services in the Casper area. Below are some of my accomplishments:

- Professional Geologist, Wyoming
- Received the "40 Under 40" award in 2015
- Toastmasters, Competent Communicator Certification
- 2013 – Nominated by my Trihydro peers for an annual "Code of the West" award

I believe that I can contribute to the Leisure Services Advisory Board as I am a citizen that utilizes the city recreational facilities and am also eager to improve these facilities and opportunities as needed. As an active member of Toastmasters, I have not only improved my speaking and leadership skills, but most importantly, my listening skills. I think listening to the ideas and concerns of the community will be most important to this position. I've attached my resume and would be happy to answer any questions or discuss my interest in serving on the Leisure Services Advisory Board.

Sincerely,



Stephanie Whitfield

Enclosure

Stephanie A. Whitfield, P.G.

4921 Yesness Court
Casper, WY 82604
307-472-4149 – Home
307-259-9723 - Cell
swhitfield@trihydro.com

Experience:

Trihydro Corporation
Geologist/Project Manager

Casper, WY
June 2003 to present

Duties include:

- Assistant Project Manager and Project Geologist for an EPA Brownfields Assessment Grant including conducting Phase I Environmental Assessments, drafting environmental assessment reports, public relations and presentations, and managing all aspects of the grant.
- Project manager of a former refinery site in central Wyoming.
- Preparation and review of routine monitoring reports to regulatory agencies.
- Supervision of field sampling activities including surface and groundwater sampling, fluid level measurements and the operation and maintenance of a groundwater treatment system for a RCRA site in central Wyoming.
- Participate and lead negotiations with government agencies.
- Presenting environmental information and project updates to local community members.
- Creation of maps for reports and discussions using geographic information systems (GIS).
- The collection and field description of soils.
- Drilling and installation of permanent and temporary monitoring wells.
- Collection of groundwater and surface water samples for laboratory analysis.
- Direct supervision of five employees including scheduling and conducting annual performance reviews.
- The implementation, instruction and stewardship of a client behavior based safety system.
- Stewarding of client Operational Excellence processes.
- Act as the direct point of contact for a major client on all safety related issues.
- Conduct field and office safety observations, lead observation feedback sessions and perform field verifications and validations.
- Administer high hazard work permits and supervise high hazard work activities.
- Oversight of subcontractors including electricians, fencing and property maintenance and yellow-iron activities.
- Conduct tailgate safety meetings.
- Trend and track safety statistics.
- Conduct root cause investigations for near misses and incidents.
- Development and presentation of a site orientation for new team members and subcontractors.
- The instruction of a defensive driving program including a classroom session as well as performing commentary drives.
- Assist with the development, creation and implementation of a company behavior based safety system.

Limno-Tech
Field Technician

Kalamazoo, MI
April 2000 to May 2003

Duties included:

- Collection of depth integrated surface water samples, stream flow measurements, water quality measurements, and the maintenance and programming of automatic surface water samplers.

- Supported field activities for a Superfund site in western Michigan including the operation and maintenance of a groundwater treatment facility, and the collection of routine groundwater samples and water level measurements.
- Maintained and sampled soil vapor extraction and air sparge systems at various solvent facilities throughout the Midwest.

Education:

- Western Michigan University
BS Geology, Geography Minor
Kalamazoo, MI, 2001

Certifications and Specialized Training:

- Professional Geologist, Wyoming #3817
- Toastmasters, Competent Communicator
- Lean Sigma, Currently working on Green Belt Certification
- 3-D Defensive Driver Instructor, Hartford Insurance
- Why Tree Facilitator
- OSHA 40-Hour HAZWOPER trained
- OSHA 8-Hour Supervisor trained
- First Aid/CPR trained, American Red Cross

December 18, 2017

MEMO TO: J. Carter Napier, City Manager *JCN*
FROM: Tom Pitlick, Financial Services Director *TP*
SUBJECT: Establishing an Official Depository of Record

Meeting Type & Date:
Regular Council Meeting
January 2, 2018

Action Type:
Minute Action

Recommendation:

That Council, by minute action, designate First Interstate Bank as an official depository for funds of the City of Casper.

Summary:

Wyoming State Statute 9-4-817 requires all municipal governments to formally designate a financial depository. The depository must be recognized by the State Treasurer as an approved depository (WSS 9-4-803), and deposits must either be fully ensured by the Federal Deposit Insurance Corporation or they must be secured with a pledge of collateral that is at least equal to the amount of the deposit.

For many years, the City of Casper has used First Interstate Bank as its official depository. It is recommended that the City continue this relationship for the upcoming year. First Interstate has a branch at 104 S. Wolcott Street in Casper. It is listed on the State Treasurer's list of approved depositories, and the pledging amount from First Interstate Bank is sufficient to cover the City of Casper's deposits.

Financial Considerations:

Fees associated with deposits at First Interstate Bank are covered under an existing contract. These fees are assessed proportionately across the impacted funds.

Oversight/Project Responsibility:

Tom Pitlick, Financial Services Director

Attachments:
None

December 22, 2017

MEMO TO: J. Carter Napier, City Manager *JCN*
FROM: Fleur Tremel, Assistant to the City Manager/City Clerk
SUBJECT: Designating the Casper Journal and the Casper Star-Tribune as the City's Official Newspapers for the Calendar Year 2018.

Meeting Type & Date
Regular Council Meeting
January 2, 2018

Action type
Minute Action

Recommendation
That Council, by minute action, designate the Casper Journal and the Casper Star-Tribune as the City's official newspapers for the calendar year 2018.

Summary
Staff recommends that the City Council designate the following named newspapers as the official newspapers for the calendar year 2018:

Casper Journal
Casper Star-Tribune

Wyoming State Statute 15-1-110 states the governing body of any city or town shall designate a legal newspaper and publish once therein the minutes of all regular and special meetings of the governing body and the titles of all ordinances passed.

Financial Considerations
No Financial Considerations

Oversight/Project Responsibility
Fleur Tremel, City Clerk

Attachments
None