

COUNCIL MEETING AGENDA

**Casper City Council
City Hall, Council Chambers
Tuesday, February 19, 2019, 6:00 p.m.**



COUNCIL POLICY PUBLIC STATEMENTS

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

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

AGENDA

1. ROLL CALL
2. PLEDGE OF ALLEGIANCE

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3. CONSIDERATION OF MINUTES OF THE FEBRUARY 5, 2019 REGULAR COUNCIL MEETING, AS PUBLISHED IN THE CASPER STAR-TRIBUNE ON FEBRUARY 12, 2019
4. CONSIDERATION OF MINUTES OF THE FEBRUARY 5, 2019 EXECUTIVE SESSION – PROPERTY ACQUISITION AND DONATION OR BEQUEST
5. CONSIDERATION OF BILLS AND CLAIMS
6. COMMUNICATIONS
 - A. From Persons Present
7. ESTABLISH DATE OF PUBLIC HEARING
 - A. Consent
 1. Establish March 5, 2019, as the Public Hearing Date for Consideration of:
 - a. **Vacation and Replat** of Cabin Creek Estates No. 3, Lot 1, and Plat of a Portion of the Paradise Valley Golf Course, to Create **Cabin Creek No. 4, Comprising** 0.22-Acres, More or Less, Located on the West Side of Fairway Drive.
 - b. Transfer of Ownership for **Retail Liquor License No. 28**, from Caputa's Catering, LLC, d/b/a **Prime Time**, Located at 4370 South Poplar to Proper Management, LLC, d/b/a **Sunrise Lanes**, Located at 4370 South Poplar.
 - c. **New Bar and Grill Liquor License No. 11** for 71 SE Wyoming Blvd, LLC d/b/a **The Horse Palace**, Located at 71 SE Wyoming Boulevard.
8. PUBLIC HEARING
 - A. Ordinance
 1. Ordinance **Amending Chapter 10.60** of the Casper Municipal Code – **Abandoned Vehicles**.
 2. Adopting and Approving the **Right-of-Way Small Wireless Facility Implementation Cost Study and Fee Structure Development Report**; and, the **Small Wireless Facilities Recommended Requirements**.
 - B. Minute Action
 1. Annual Renewal of **Liquor Licenses**.

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9. THIRD READING ORDINANCE

A. Amending Chapter 6.04 of the Casper Municipal Code - **Animal Care and Control Ordinance**

1. Communications from Persons Present

10. SECOND READING ORDINANCES

A. **Amending Section 10.24.010** of the Casper Municipal Code. (**Speed Zone Near the Wyoming Medical Center**)

1. Communications from Persons Present

B. **Zone Change** of Lots 4, 5, & 6, Block 19, **Wyoming Industrial Park Addition** (Replat Block 19, Lots 4-8), Located at 1037 & 1005 Foster Road, and 925 Salt Creek Parkway, from PUD (Planned Unit Development) to M-1 (Limited Industrial).

1. Communications from Persons Present

C. Amending Chapter 5.08 of the Casper Municipal Code - **Liquor License Ordinance**.

1. Communications from Persons Present

11. RESOLUTIONS

A. Consent

1. Authorizing a Contract for **Outside-City Sewer Service** with **Mark W. and Susan E. Kerns**.
2. Authorizing a Contract for Professional Services with **Altitude Recycling Equipment, LLC**, in the Amount of \$472,350.00 for the **Casper Materials Recovery Facility Baling System Procurement and Installation Project**.
3. Accepting a Public Sidewalk Easement from **Natrona County School District No. 1** for Installation of a **Sidewalk Outside City of Casper Right-of-Way**.
4. Authorizing a Contract for Professional Services with **Polished Concrete of Wyoming**, in the Amount of \$30,880 for the **City Hall Flooring Project**.

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11. RESOLUTIONS (continued)

A. Consent

5. Authorizing an Agreement with **Western Plains Landscaping LLC**, in the Amount of \$90,000, for the **Casper Solid Waste Facility Landfill Compactors Storage Building Project**.
6. Authorizing an M-54 Utility License with the **Wyoming Department of Transportation** for the Installation of a 1.25-inch HDPE **Low-Pressure Sanitary Sewer Service Line** to Provide Sewer Service to 5700 South Poplar Street.
7. Authorizing the Professional Services Agreement for the Design and Development of **Potential Building Designs for a New Casper Police Department Headquarters and Fire-EMS Administration & Headquarters Station No. 1**, in an Amount not to Exceed \$165,930, with **Police Facility Design Group, PA**.

12. MINUTE ACTION

A. Consent

1. Acknowledging the **Receipt of Financial Disclosure Information** from City Officials with Public Fund Investment Responsibility.
2. Authorizing the Purchase of One (1) New 2020 **Mack Tandem Axle Plow Truck with Salt Sand Spreader** from **CMI TECO**, Casper, Wyoming, in the Total Amount of \$191,199, Before Trade-In Allowance, for Use by the Streets Division of the Public Services Department.
3. Authorizing \$21,900 in Health, Social and Community Services Cash Funding to Support the **Community Promotions Events**, and Authorizing the City Manager to Sign the Agreements with Each Organization.

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

14. ADJOURN INTO EXECUTIVE SESSION – LITIGATION

15. ADJOURNMENT

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Upcoming Council meetings

Council meetings

6:00 p.m. Tuesday, March 5, 2019– Council Chambers

6:00 p.m. Tuesday, March 19, 2019 – Council Chambers

Special session

5:30 p.m. Monday, February 25, 2019– Downstairs Meeting Room, Suite 101 City Hall

Work sessions

4:30 p.m. Tuesday, February 26, 2019 – Council Meeting Room

4:30 p.m. Tuesday, March 12, 2019– 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

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COUNCIL PROCEEDINGS
Casper City Hall – Council Chambers
February 5, 2019

1. ROLL CALL

Casper City Council met in regular session at 6:00 p.m., Tuesday, February 5, 2019. Present: Councilmembers Bates, Freel, Hopkins, Huber, Johnson, Lutz, Pacheco, Walsh and Mayor Powell.

2. PLEDGE OF ALLEGIANCE

Citizen Dale Bohren led the audience in the Pledge of Allegiance.

3. MINUTES

Moved by Councilmember Johnson, seconded by Councilmember Walsh, to, by minute action, approve the minutes of the January 22, 2019, regular Council meeting, as published in the Casper-Star Tribune on January 29, 2019. Motion passed.

4. BILLS & CLAIMS

Moved by Councilmember Johnson, seconded by Councilmember Pacheco, to, by minute action, approve payment of the February 5, 2019, bills and claims, as audited by City Manager Napier. Motion passed.

	Bills & Claims	
	02/05/19	
ABaedke	Reimb	\$30.00
AMBI	Services	\$746.68
Ameritech	Services	\$29,675.12
AndritzSeparation	Services	\$28,474.53
Balefill	Services	\$64,924.32
BankOfAmerica	Goods	\$158,085.22
BHEnergy	Services	\$30,860.55
BigBrthsBigSstrs	Funding	\$11,413.58
BJohnson	Refund	\$55.73
BJWade	Refund	\$33.91
BMason	Refund	\$46.15
Brenntag	Goods	\$9,293.66
CAEDA	Funding	\$106,121.00
CASA	Funding	\$3,351.43
CasperPubSafetyComm	Services	\$5,624.50
CATC	Funding	\$279,115.13
CDWGvmt	Goods	\$180.96
CentralPaint&Body	Services	\$2,129.36
Centurylink	Services	\$1,171.77
Ch2mHill	Services	\$15,375.09
CIGNA	Services	\$11,626.03
CityofCasper	Services	\$6,529.97

CkFreePay	Reimb	\$224.69
CMiller	Reimb	\$242.20
CommTech	Goods	\$51.50
Comtronix	Services	\$200.40
CrimeSceneInfo	Services	\$196.12
CsprPD	Funding	\$1,802.85
CVIC	Supp	\$5,018.00
CWylie	Refund	\$57.05
DavidsonMech	Goods	\$2,210.85
Dell	Goods	\$252.74
DesertMtn	Goods	\$37,523.43
DFerguson	Reimb	\$80.00
DHartPatrolSvc	Services	\$109,741.13
DHartPatrolSvc	Services	\$5,775.84
DowntownDevelopmentAuth	Funding	\$2,000.00
DTanner	Reimb	\$79.73
EPorter	Manual	\$450.00
FirstData	Services	\$1,890.24
FirstInterstateBank	Services	\$217.40
FirstInterstateBank	Services	\$182.40
GeosyntecConsult	Consult	\$1,125.40
GGDejong	Refund	\$52.54
GlobalSpect	Funding	\$97,939.50
GolderAssociates	Services	\$8,153.55
Greiner	Goods	\$2,321.25
GSGArchitecture	Services	\$18,516.64
HDR Engineering	Projects	\$379.79
Hitek	Services	\$681.56
IHill	Reimb	\$22.25
InterfaithNC	Funds	\$29,500.00
ISC	Supplies	\$164.82
ITC Electrical	Supplies	\$29,759.76
ITCElec	Services	\$267,837.79
JKCEngineering	Services	\$1,925.00
JSpeiser	Reimb	\$944.51
JTLGroup	Services	\$433.29
KLawry	Refund	\$57.32
Krohne	Supplies	\$8,724.78
KubwaterResources	Goods	\$5,398.90
LnclnNtlLife	Services	\$277.20
LNHubbard	Services	\$1,725.00
Lower&Co	Svc	\$12,028.75
ManleyBros	Supplies	\$8,145.00

MMartinez	Refund	\$42.03
MSutton	Reimb	\$75.00
MthrSetonHsing	Funding	\$11,729.74
Nalco	Supp	\$33,830.64
NCSheriffsOffice	Funding	\$186,111.12
OlsonAutobody	Services	\$2,961.79
PostalPros	Services	\$8,707.54
R Weant	Reimb	\$100.00
ResourceManagement	Goods	\$1,141.00
RockyMtnPower	Services	\$90,435.48
SeniorPatientAdvocates	Services	\$450.00
SGrey	Refund	\$22.72
SkylineRanches	Services	\$726.70
SIfHltCenter	Services	\$7,700.00
SNahhas	Refund	\$46.15
StarTribune	Subscrip	\$473.00
Stateline7	Services	\$385.00
StealthPartnerGroup	Services	\$49,991.98
StellarProgramming	Services	\$1,093.75
SuperiorInd	Services	\$4,268.15
TretoConstruction	Projects	\$18,385.00
TrihydroCorp	Projects	\$1,502.70
UrgentCare	Services	\$670.00
WasteWaterTreatment	Funding	\$341,774.98
WBohman	Reimb	\$442.80
WBrown	Refund	\$8.71
WellbornSullivan	Services	\$560.00
WERCSCommunications	Services	\$119.97
WesternWaterConsult	Services	\$10,351.55
WestlandPark	Services	\$3,195.52
WH LLC	Services	\$1,313.62
WIlmInsulation	Supplies	\$970.00
WoldBros	Reimb	\$10,000.00
WorthingtonLenhart&Carpenter	Services	\$2,730.18
WyLawEnforcementAcademy	Services	\$1,670.00
WyOffice Products	Supplies	\$28,591.55
		\$2,251,754.23

5. BRIGHT SPOT

Mayor Powell welcomed Rotary Youth Exchange Student Francisco DeLuca to the meeting and spoke about the exchange program. Mayor Powell then provided Mr. DeLuca with a certificate of achievement and appreciation, and thanked everyone involved for supporting this enriching program.

6. BRIGHT SPOT

Mayor Powell then greeted representatives of the We Read Program; Dale Bohren, Tanya Sutherland, and Lisa Scroggins. Each of the representatives spoke extensively about the program, which includes a three part focus of improving reading levels, community literacy, and marketing. Platte the Pronghorn, the new mascot for the program was also introduced. Councilmembers made statements of support of the program.

7. COMMUNICATIONS FROM PERSONS PRESENT

Individuals addressing the Council were: Michelle Sabrosky, 1639 Palomino, Bar Nunn, asking Council to reconsider the amendments to the liquor license ordinance to ensure personal liberty; and Jesse Morgan, 831 W. 59th, requesting that Council form a partnership with the liquor license dealers, to work with dealers to continue training to limit overconsumption, and to amend the malt beverage requirements.

8. ESTABLISH PUBLIC HEARING

Moved by Councilmember Walsh, seconded by Councilmember Freel, to, by minute action: establish February 19, 2019, as the public hearing date for the consideration of an ordinance amending Chapter 10.60 of the Casper Municipal Code—Abandoned Vehicles. Motion passed.

9.A.1 PUBLIC HEARING - ORDINANCE

Mayor Powell opened the public hearing for the consideration of the amendment of Section 10.24.010 of the Casper Municipal Code. City Attorney Henley entered one (1) exhibit: correspondence from Andrew Beamer to J. Carter Napier, dated January 4, 2019. City Manager Napier provided a brief report. There being no others to speak for or against the issues involving the speed zone change, the public hearing was closed. Following ordinance read:

ORDINANCE NO. 3-19
AN ORDINANCE AMENDING SECTION 10.24.010 OF THE
CASPER MUNICIPAL CODE PERTAINING TO THIRTY
MILE PER HOUR SPEED ZONES NEAR THE WYOMING
MEDICAL CENTER.

Councilmember Hopkins presented the foregoing ordinance for approval, on first reading. Seconded by Councilmember Bates. Councilmembers discussed having a speed change between the established downtown area speed zone and the proposed speed zone near the hospital. Council expressed concerns with the timing of traffic control lights, signage, and other logistics of having a transition speed between the two speed zones. Mayor Powell asked about the initial reasoning for the endpoints of the proposed speed zone and requested that staff be allowed to share any concerns should Council amend the proposed ordinance. Moved by Councilmember Huber, seconded by Councilmember Hopkins, to amend the ordinance to extend the new zone west contiguous with the downtown district speed zone. Motion to amend passed. All then voted aye on the ordinance, as amended on first reading.

9.A.2 PUBLIC HEARING - ORDINANCE

Mayor Powell opened the public hearing for the consideration of the zone change for a portion of the Wyoming Industrial Park Addition. City Attorney Henley entered one (1) exhibit: correspondence from Liz Becher to J. Carter Napier, dated January 23, 2019. City Manager Napier provided a brief report. Bill Ferringer, Civil Engineering Professionals Inc. spoke in support. There being no others to speak for or against the issues involving the zone change, the public hearing was closed. Following ordinance read:

ORDINANCE NO. 4-19

AN ORDINANCE APPROVING A ZONE CHANGE FOR LOTS
4, 5, AND 6, BLOCK 19, WYOMING INDUSTRIAL PARK
ADDITION SUBDIVISION IN THE CITY OF CASPER,
WYOMING.

Councilmember Hopkins presented the foregoing ordinance for approval, on first reading. Seconded by Councilmember Walsh. Councilmember Huber stepped out of the meeting briefly and was not present for the vote. Motion passed.

9.B.1 PUBLIC HEARING - MINUTE ACTION

Mayor Powell opened the public hearing for the consideration of the issuance of Resort Liquor License No. 7, for Avana Fund I, LLC d/b/a Ramada Plaza Riverside Hotel & Convention Center Casper, located at 300 West F Street to Casper, LLC d/b/a Ramada Plaza Riverside Hotel & Convention Center Casper, located at 300 West F Street. City Attorney Henley entered five (5) exhibits: correspondence from Fleur Tremel, to J. Carter Napier, dated January 10, 2019; an affidavit of publication, as published in the Casper-Star Tribune, dated January 28, 2019; an affidavit of website publication, as published on the City of Casper website, dated January 10, 2019; an affidavit of notice of conspicuous posting, as posted at 300 West F Street, dated January 28, 2019; and the liquor license application filed January 7, 2019. City Manager Napier provided a brief report. There being no one to speak for or against the issues involving Resort Liquor License No. 7, the public hearing was closed. Moved by Councilmember Johnson, seconded by Councilmember Bates, to, by minute action, authorize the issuance of Resort Liquor License No. 7. Motion passed.

9.B.2 PUBLIC HEARING - MINUTE ACTION

Mayor Powell opened the public hearing for the consideration of the transfer of ownership of Retail Liquor License No. 36, owned by Urban Market Wines, LLC d/b/a Urban Bottle Wine and Spirits. City Attorney Henley entered five (5) exhibits: correspondence from Fleur Tremel, to J. Carter Napier, dated January 10, 2019; an affidavit of publication, as published in the Casper-Star Tribune, dated January 28, 2019; an affidavit of website publication, as published on the City of Casper website, dated January 10, 2019; an affidavit of notice of conspicuous posting, as posted at 410 South Ash Street, dated January 28, 2019; and the liquor license application filed January 7, 2019. City Manager Napier provided a brief report. John Griffith, 915 S. Lincoln, spoke in support. There being no others to speak for or against the issues involving Retail Liquor License No. 36, the public hearing was closed. Moved by Councilmember Lutz, seconded by Councilmember Bates, to, by minute action, authorize the transfer of ownership of Retail Liquor License No. 36. Motion passed.

10. ORDINANCE— THIRD READING

Following ordinance read:

ORDINANCE NO. 25-18

AN ORDINANCE APPROVING A REPLAT, SUBDIVISION AGREEMENT AND ZONE CHANGE FOR THE ELKHORN VILLAGE ADDITION SUBDIVISION IN THE CITY OF CASPER, WYOMING.

WHEREAS, an application has been made to vacate and replat Betty Luker Parkway Campus #2 and a portion of Elkhorn Valley No. 5, Lot 1, as Elkhorn Village Addition Subdivision of the City of Casper, Wyoming; and,

WHEREAS, an application has been made to rezone all of the above described property from PUD (Planned Unit Development), AG (Urban Agriculture), and R-2 (One Unit Residential) to entirely R-2 (One Unit Residential); and,

WHEREAS, a written subdivision agreement will be entered into with the City of Casper, which will be approved with the replat upon third reading of this ordinance; and,

WHEREAS, this vacation, platting and rezoning requires approval by ordinance following a public hearing; and,

WHEREAS, after a public hearing, the City of Casper Planning and Zoning Commission passed a motion recommending that City Council approve the vacation, replat, and zone change requests; and,

WHEREAS, the governing body of the City of Casper finds that the above described vacation, replat and zone change should be approved, as well as the Elkhorn Village Addition Subdivision Agreement.

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

SECTION 1:

That the above described zone change is hereby approved.

SECTION 2:

The vacation, replat and subdivision agreement, as described above, are hereby approved, and the Mayor is hereby authorized and directed to execute, and the City Clerk to attest said documents.

SECTION 3:

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

PASSED on 1st reading the 8th day of January, 2019.

PASSED on 2nd reading the 22nd day of January, 2019.

PASSED, APPROVED, AND ADOPTED on 3rd and final reading the 5th day of February, 2019.

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

11.A ORDINANCE— SECOND READING

Following ordinance read:

Ordinance No. 1-19 Amended

An ordinance repealing and replacing Chapter 6.04 – Animal Care and Control of the Casper Municipal Code.

Councilmember Pacheco presented the foregoing ordinance for approval, on second reading. Seconded by Councilmember Walsh. Individuals addressing the Council were: Sandra Materi, 1600 W. Odell, as a group of citizens requesting specific language be included for inclement weather and tethering; Deb Cheatham, 333 S. Socony, asking that dogs not be allowed in the cemetery; Don Hinton, 1420 Kingsbury, asking for more information on incompetent owners and requesting a reasonable standard for the ordinance; Steve Cathey, 2141 Cornwall, requesting that dogs can be off leash in front yard and asking the status of portions of the ordinance; Molly George, 830 Trigood, speaking in agreement with Mr. Hinton; and Dennis Steensland, 533 S. Washington, urging that if a dog is outside that it be on a leash. Councilmember Walsh moved to amend paragraph 7.b.i.(b) to insert “and not under the direct supervision or the owner or” after the word “property” and deleting the word “and” which before this proposed amendment followed the word “property”. Councilmember Walsh also explained a second amendment he would like to make, which would add the definition of “direct supervision”. Mayor Powell indicated that Council would consider each motion separately. Motion to amend paragraph 7.b.i.(b) seconded by Councilmember Huber. Motion to amend passed. Councilmember Walsh then made a motion to add the “direct supervision” definition, seconded by Councilmember Freel. Motion to amend passed. Council then voted on the ordinance, as amended twice, motion passed.

11.B ORDINANCE— SECOND READING

Moved by Councilmember Pacheco, seconded by Councilmember Freel, to table consideration of Ordinance No. 2-19 until the February 19, 2019 Council meeting to allow discussion at the February 12, 2019 work session. Motion passed.

12. CONSENT RESOLUTIONS

The following resolutions were considered, by consent agenda:

RESOLUTION NO. 19-15

A RESOLUTION APPROVING CASPER BUS ROUTE CHANGES.

RESOLUTION NO. 19-16

A RESOLUTION AUTHORIZING THE EXECUTION OF AN M-54 UTILITY LICENSE WITH THE WYOMING DEPARTMENT OF TRANSPORTATION FOR THE INSTALLATION OF A 1.5-INCH LOW PRESSURE SANITARY SEWER SERVICE LINE FOR 11105 AND 11115 WEST US HIGHWAY 20/26.

RESOLUTION NO. 19-17

A RESOLUTION AUTHORIZING A TRANSPORTATION ALTERNATIVES PROGRAM AGREEMENT WITH THE WYOMING DEPARTMENT OF TRANSPORTATION FOR THE MORAD PARK TO WALMART TRAIL.

RESOLUTION NO. 19-18

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH CIVIL ENGINEERING PROFESSIONALS, INC. FOR ENGINEERING SERVICES FOR THE NORTH BEVERLY STREET IMPROVEMENTS, PROJECT NO. 18-060.

RESOLUTION NO. 19-19

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH CH2M HILL ENGINEERS, INC. FOR ENGINEERING SERVICES FOR THE SAM H. HOBBS WWTP SECONDARY TREATMENT REHABILITATION, PROJECT NO. 19-007.

RESOLUTION NO. 19-20

A RESOLUTION AUTHORIZING CHANGE ORDER NO. 1 TO THE AGREEMENT WITH ITC ELECTRICAL TECHNOLOGIES FOR A TIME EXTENSION AND PRICE DEDUCTION FOR THE SAM H. HOBBS WASTEWATER TREATMENT FACILITY EMERGENCY GENERATOR PROJECT, PROJECT NO. 11-74.

RESOLUTION NO. 19-21

A RESOLUTION AUTHORIZING AMENDMENT NO. 1 TO THE CONTRACT FOR PROFESSIONAL SERVICES WITH ARCADIS U.S., INC. FOR ADDITIONAL COMPENSATION FOR ENGINEERING SERVICES FOR THE WASTEWATER TREATMENT FACILITY EMERGENCY GENERATOR PROJECT, PROJECT NO. 11-74.

RESOLUTION NO. 19-22

A RESOLUTION DECLARING CERTAIN CITY-OWNED PROPERTY AS SURPLUS PROPERTY, AND AUTHORIZING SALE OF SAME TO THE HIGHEST BIDDER.

RESOLUTION NO. 19-23

A RESOLUTION DECLARING CERTAIN CITY-OWNED PROPERTY AS SURPLUS PROPERTY, AND AUTHORIZING SALE OF SAME TO THE DOWNTOWN DEVELOPMENT AUTHORITY OF CASPER.

Councilmember Johnson presented the foregoing nine (9) resolutions for adoption. Seconded by Councilmember Hopkins. City Manager Napier provided a brief report. Councilmember Bates voted nay on Resolution No. 19-15. Motion passed.

13. MINUTE ACTION— CONSENT

Moved by Councilmember Huber, seconded by Councilmember Johnson, to, by consent minute action: approve the purchase of fifty-two (52) ballistic vest carriers and accessories and an additional fifty-two (52) ballistic external vest carriers without accessories, in the amount of \$31,148, from Galls Safety and Survival Gear; appointment of Planning and Zoning Commissioners to the Old Yellowstone District Advisory Committee; and **authorize additional appointments to the Council’s Boards and Commissions**. Motion passed.

14. INTRODUCTION OF MEASURES AND PROPOSALS

Councilmembers provided updates on committee actions and the legislative session.

15. ADJOURN INTO EXECUTIVE SESSION

At 7:43 p.m., it was moved Councilmember Pacheco, seconded by Councilmember Huber, to adjourn into executive session to discuss two items, property acquisition and donation or bequest. Motion passed. Council moved into the Council meeting room.

At 8:19 p.m., it was moved by Councilmember Johnson, seconded by Councilmember Hopkins, to adjourn the executive session. Council returned to the Council Chambers.

16. ADJOURNMENT

At 8:19 p.m., it was moved by Councilmember Pacheco, seconded by Councilmember Huber, to adjourn the regular Council meeting. Motion passed.

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Charles Powell
Mayor

Bills & Claims

City of Casper

02/06/2019 to 02/19/2019

A.M.B.I. & SHIPPING, INC.	19-01-586 BALEFILL POSTAGE	\$14.17
	Subtotal for Cost Center Balefill:	\$14.17
	19-01-585 POSTAGE	\$25.89
	Subtotal for Cost Center City Attorney:	\$25.89
	19-01-588 POSTAGE	\$269.63
	19-01-588 POSTAGE	\$1,078.08
	Subtotal for Cost Center Finance:	\$1,347.71
	19-01-589 January Shipping Bill	\$149.30
	Subtotal for Cost Center Fire:	\$149.30
	18-12-473 DECEMBER POSTAGE FOR MUSEUM	\$19.95
19-01-595 PCKGE TO CODY MUSEUM	\$4.66	
Subtotal for Cost Center Fort Caspar:	\$24.61	
19-01-598 REGULAR MAIL	\$322.78	
Subtotal for Cost Center Police:	\$322.78	
19-01-597 POSTAGE SANITATION	\$28.76	
Subtotal for Cost Center Refuse Collection:	\$28.76	
Vendor Subtotal:	<hr/> \$1,913.22	
ADAM HIATT	RIN0029278 MICROSOFT CERT TEST VOUCHER	\$234.99
	Subtotal for Cost Center Information Services:	\$234.99
	Vendor Subtotal:	<hr/> \$234.99
AMERI-TECH EQUIPMENT CO.	20152 COMMERCIAL CONTAINER REPAIR IT	\$7,633.31
	20153 CONTAINER RING AND LEGS	\$4,341.54
	20065 450 GALLON RESIDENTIAL CONTAI	\$4,865.93
	Subtotal for Cost Center Refuse Collection:	\$16,840.78
	Vendor Subtotal:	<hr/> \$16,840.78
ANDREEN HUNT CONSTRUCTION INC	3979 15-083 LOWER EASTDALE CR CHANN	\$76,786.03
	3979 RETAINAGE 15-083	-\$2,729.35

Bills & Claims

City of Casper

02/06/2019 to 02/19/2019

CONSTRUCTION, INC.

Subtotal for Cost Center Sewer: **\$74,056.68**

Vendor Subtotal: \$74,056.68

**ARROWHEAD HEATING &
AIR CONDITIONING**

12487 MONTHLY FURNACE FILTER CHANGE \$180.00

12482 FURNACE FILTER CHANGE \$83.92

Subtotal for Cost Center Balefill: **\$263.92**

Vendor Subtotal: \$263.92

**B32 ENGINEERING GROUP
INC**

1034 #15-058 ICE ARENA CHILLER \$7,755.00

Subtotal for Cost Center Casper Ice Arena: **\$7,755.00**

Vendor Subtotal: \$7,755.00

BAKER & HOSTETLER LLP

50556484 Cyber services claim 1688CA \$1,495.00

Subtotal for Cost Center Property & Liability Insurance: **\$1,495.00**

Vendor Subtotal: \$1,495.00

BLACK HILLS ENERGY

AP000232020819 NATURAL GAS \$311.86

AP000183020619 NATURAL GAS \$4,672.93

Subtotal for Cost Center Aquatics: **\$4,984.79**

AP000229020819 NATURAL GAS \$3,744.01

Subtotal for Cost Center Balefill: **\$3,744.01**

AP000187020719 NATURAL GAS \$1,264.40

Subtotal for Cost Center Buildings & Structures: **\$1,264.40**

AP000226020619 NATURAL GAS \$299.69

Subtotal for Cost Center Cemetery: **\$299.69**

AP000227020619 NATURAL GAS \$1,453.18

Subtotal for Cost Center City Hall: **\$1,453.18**

AP000230020819 NATURAL GAS \$2,426.74

Subtotal for Cost Center Fire: **\$2,426.74**

Bills & Claims

City of Casper

02/06/2019 to 02/19/2019

AP000194020819 NATURAL GAS	\$2,551.62
Subtotal for Cost Center Fleet Maintenance:	\$2,551.62
AP000195020619 NATURAL GAS	\$456.10
Subtotal for Cost Center Fort Caspar:	\$456.10
AP000188020619 NATURAL GAS	\$373.55
Subtotal for Cost Center Golf Course:	\$373.55
AP000184020619 NATURAL GAS	\$1,333.14
Subtotal for Cost Center Ice Arena:	\$1,333.14
AP000192020819 NATURAL GAS	\$1,038.84
Subtotal for Cost Center Metro Animal:	\$1,038.84
AP000222020819 NATURAL GAS	\$175.45
Subtotal for Cost Center Parks:	\$175.45
AP000191020619 NATURAL GAS	\$991.60
Subtotal for Cost Center Recreation:	\$991.60
AP000193020719 NATURAL GAS	\$16.94
Subtotal for Cost Center Sewer:	\$16.94
AP000228020819 NATURAL GAS	\$7,568.10
Subtotal for Cost Center Waste Water:	\$7,568.10
AP000231020719 NATURAL GAS	\$1,341.11
Subtotal for Cost Center Water:	\$1,341.11
Vendor Subtotal:	\$30,019.26
CASELLE, INC.	
93198 CONTRACT MAINTENANCE SUPPORT	\$75.00
Subtotal for Cost Center Finance:	\$75.00
Vendor Subtotal:	\$75.00
CASPAR BUILDING SYSTEMS, INC.	
BB009 BALER BUILDING EXPANSION PROJ	\$136,918.00
Subtotal for Cost Center Balefill:	\$136,918.00
MRF008 BALER BUILDING EXPANSION PROJE	\$127,129.00

Bills & Claims

City of Casper

02/06/2019 to 02/19/2019

MRF008 RETAINAGE 13-050	-\$12,712.90
BB009 RETAINAGE 13-050	-\$13,691.80
Subtotal for Cost Center Refuse Collection:	\$100,724.30

Vendor Subtotal:	\$237,642.30
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CASPER NATRONA COUNTY HEALTH DEPARTMENT

0025856-IN MONTHLY FUNDING	\$45,000.00
Subtotal for Cost Center Social Community Services:	\$45,000.00

Vendor Subtotal:	\$45,000.00
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CASPER PUBLIC UTILITIES

RIN0029273 SANITATION	\$113.00
RIN0029273 SEWER	\$22.95
Subtotal for Cost Center Water Treatment Plant:	\$135.95

Vendor Subtotal:	\$135.95
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CDW GOVERNMENT, INC.

QVM0109 ZEBRA GX420 DT USB/SER/CP US	\$35.38
Subtotal for Cost Center Balefill:	\$35.38

QVM0109 ZEBRA GX420 DT USB/SER/CP US	\$610.32
Subtotal for Cost Center Information Technology:	\$610.32

QVM0109 ZEBRA GX420 DT USB/SER/CP US	\$53.07
Subtotal for Cost Center Refuse Collection:	\$53.07

QVM0109 ZEBRA GX420 DT USB/SER/CP US	\$44.23
Subtotal for Cost Center Sewer:	\$44.23

QVM0109 ZEBRA GX420 DT USB/SER/CP US	\$35.38
Subtotal for Cost Center Waste Water:	\$35.38

QVM0109 ZEBRA GX420 DT USB/SER/CP US	\$106.14
Subtotal for Cost Center Water:	\$106.14

Vendor Subtotal:	\$884.52
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CENTRAL PAINT & BODY

33355 BODY SHOP REPAIRS/ INS 1760CA	\$593.40
Subtotal for Cost Center Fleet Maintenance:	\$593.40

Bills & Claims

City of Casper

02/06/2019 to 02/19/2019

Vendor Subtotal: **\$593.40**

CENTRAL WY. REGIONAL WATER

171698 JAN19 SYSTEM INVESTMENT FEES \$4,338.00
171706 JAN19 WHOLESALE WATER \$275,640.45
Subtotal for Cost Center Water: **\$279,978.45**

Vendor Subtotal: **\$279,978.45**

CENTRAL WYOMING HOSPICE AND TRANSITIONS

RIN0029248 ORPHANDED CAP FUNDING \$6,718.50
Subtotal for Cost Center Capital Projects - City Mgr: **\$6,718.50**

Vendor Subtotal: **\$6,718.50**

CENTURYLINK

RIN0029275 PHONE USE \$34.91
Subtotal for Cost Center City Hall: **\$34.91**

RIN0029275 PHONE USE \$65.08
Subtotal for Cost Center Code Enforcement: **\$65.08**

RIN0029275 PHONE USE \$230.74
RIN0029275 PHONE USE \$300.80
RIN0029280 PHONE USE \$10,963.76
Subtotal for Cost Center Communications Center: **\$11,495.30**

RIN0029275 PHONE USE \$39.68
AP000132012218 VOIP \$1,534.80
Subtotal for Cost Center Finance: **\$1,574.48**

RIN0028297 PHONE USE \$1,233.41
Subtotal for Cost Center Fire: **\$1,233.41**

RIN0029298 PHONE USE \$140.84
Subtotal for Cost Center Fleet Maintenance: **\$140.84**

RIN0029275 PHONE USE \$38.89
Subtotal for Cost Center Ice Arena: **\$38.89**

RIN0029275 PHONE USE \$38.91
RIN0029298 PHONE USE \$154.58

Bills & Claims

City of Casper

02/06/2019 to 02/19/2019

Subtotal for Cost Center Metro Animal:	\$193.49
RIN0029272 PHONE USE	\$126.10
Subtotal for Cost Center Parking:	\$126.10
RIN0029275 PHONE USE	\$122.03
RIN0029275 PHONE USE	\$45.77
Subtotal for Cost Center Parks:	\$167.80
RIN0029276 PHONE USE	\$358.11
Subtotal for Cost Center Police:	\$358.11
RIN0029298 PHONE USE	\$276.97
Subtotal for Cost Center Recreation:	\$276.97
RIN0029272 PHONE USE	\$158.74
Subtotal for Cost Center Streets:	\$158.74
RIN0029275 PHONE USE	\$1,779.65
RIN0029298 PHONE USE	\$154.60
Subtotal for Cost Center Waste Water:	\$1,934.25
RIN0029275 PHONE USE	\$38.89
RIN0029275 PHONE USE	\$57.67
RIN0029275 PHONE USE	\$195.24
Subtotal for Cost Center Water:	\$291.80
Vendor Subtotal:	\$18,090.17

CITY OF CASPER - BALEFILL

1337/171652 STREET SWEEPING	\$2,266.00
Subtotal for Cost Center Balefill:	\$2,266.00
525/171614 SANITATION	\$26.46
525/171762 SANITATION	\$16.66
Subtotal for Cost Center Hogadon:	\$43.12
2772/171617 SANITATION	\$4,503.59
2772/171639 SANITATION	\$4,586.89
2772/171686-697 SANITATION	\$5,281.71
2772/171728 SANITATION	\$5,169.50
2772/171738-763 SANITATION	\$50,753.24
2772/171593 SANITATION	\$4,789.75

Bills & Claims

City of Casper

02/06/2019 to 02/19/2019

2772/171775 SANITATION	\$4,784.66
2772/171827-834 SANITATION	\$4,886.77
2772/171807 SANITATION	\$4,466.84
Subtotal for Cost Center Refuse Collection:	\$89,222.95

1276/171683 SANITATION	\$97.51
1276/171761 SANITATION	\$112.21
1276/171592 SANITATION	\$128.87
1276/171826 SANITATION	\$95.06
Subtotal for Cost Center Waste Water:	\$433.65

Vendor Subtotal:	\$91,965.72
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CIVIL ENGINEERING PROFESSIONALS, INC.

17-045-13 CY BOOSTER STATION PROFESSIONA	\$5,736.88
17-045-13 CY BOOSTER STATION PROFESSIONA	\$2,825.62
Subtotal for Cost Center Water:	\$8,562.50

Vendor Subtotal:	\$8,562.50
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COLLECTION CENTER INC.

974300000353 COLLECTION FEES	\$55.25
Subtotal for Cost Center Code Enforcement:	\$55.25

972000000433 COLLECTION FEES	\$61.56
Subtotal for Cost Center Refuse Collection:	\$61.56

972000000433 COLLECTION FEES	\$46.79
Subtotal for Cost Center Sewer:	\$46.79

972000000433 COLLECTION FEES	\$137.88
Subtotal for Cost Center Water:	\$137.88

Vendor Subtotal:	\$301.48
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COMMUNICATION TECHNOLOGIES, INC.

84918 REPAIR TO UNIT 221	\$103.00
84917 REPAIRS TO UNIT 236	\$51.50
84965 REPAIR TO UNIT 221	\$218.75
79691 REPAIRS TO RADIO	\$557.00
84919 EQUIP FOR NEW FLEET	\$1,747.50
Subtotal for Cost Center Police:	\$2,677.75

Bills & Claims

City of Casper

02/06/2019 to 02/19/2019

	Vendor Subtotal:	\$2,677.75
DARQUEST IND. CORP.	6258 CONVEYOR BELT	\$442.50
	Subtotal for Cost Center Parks:	\$442.50
	Vendor Subtotal:	\$442.50
DAVIDSON FIXED INCOME MGMT.	2019-1CASPER JANUARY 2019 MGT FEES	\$3,998.99
	Subtotal for Cost Center Finance:	\$3,998.99
	Vendor Subtotal:	\$3,998.99
DELTA DENTAL PLAN OF WY.	RIN0029289 DENTAL INSURANCE	\$38,930.07
	RIN0029296 DENTAL INSURANCE	\$1,564.50
	Subtotal for Cost Center Health Insurance:	\$40,494.57
	Vendor Subtotal:	\$40,494.57
DESERT MTN. CORP.	18-64746 ICE SLICER	\$5,272.30
	18-64335 ICE SLICER	\$5,265.11
	18-64333 ICE SLICER	\$5,460.92
	18-64334 ICE SLICER	\$5,248.79
	Subtotal for Cost Center Streets:	\$21,247.12
	Vendor Subtotal:	\$21,247.12
DIAMOND VOGEL PAINTS, INC.	726271693 TRUCK BARN PAINT	\$33.29
	Subtotal for Cost Center Refuse Collection:	\$33.29
	Vendor Subtotal:	\$33.29
DIEBOLD, INC.	800554950 WINDOW DRAWER ANNUAL MAINT AGM	\$612.54
	Subtotal for Cost Center Balefill:	\$612.54
	Vendor Subtotal:	\$612.54

Bills & Claims

City of Casper

02/06/2019 to 02/19/2019

ENGINEERING DESIGN ASSOCIATES	10733 LSC FIRE SUP.ALRM REPL DESIGN Subtotal for Cost Center CDBG:	\$875.00 \$875.00
	Vendor Subtotal:	\$875.00
FIRST DATA MERCHANT SVCS CORP.	REMI1373211 CREDIT CARD FEES Subtotal for Cost Center Balefill:	\$2,900.81 \$2,900.81
	REMI1373206 DEC CREDIT CARD FEES Subtotal for Cost Center Fort Caspar:	\$40.02 \$40.02
	REMI1373207 CC SERVICES Subtotal for Cost Center Golf Course:	\$12.00 \$12.00
	Vendor Subtotal:	\$2,952.83
FIRST INTERSTATE BANK	RIN0029290 SERVICE CHARGES JAN 2019 Subtotal for Cost Center Finance:	\$171.36 \$171.36
	RIN0029268 DEPOSIT TICKETS Subtotal for Cost Center Metro Animal:	\$58.18 \$58.18
	Vendor Subtotal:	\$229.54
GLOBAL SPECTRUM L.P.	28048648d9 COC EVNT TCKT MONSTER TRUCKS Subtotal for Cost Center Casper Events Center:	\$35,000.00 \$35,000.00
	Vendor Subtotal:	\$35,000.00
HDR ENGINEERING, INC.	1200169581 WATER RIGHTS & SUPPLY ANALYSIS Subtotal for Cost Center Water:	\$2,448.43 \$2,448.43
	Vendor Subtotal:	\$2,448.43
HEWLETT PACKARD CO.	60815092 POLICE VIDEO SYSTEM 60826668 POLICE VIDEO SYSTEM Subtotal for Cost Center Police:	\$75,548.00 \$258,452.20 \$334,000.20

Bills & Claims

City of Casper

02/06/2019 to 02/19/2019

	Vendor Subtotal:	\$334,000.20
HITEK COMMUNICATIONS	2716 FINGERPRINT LINE REPAIR	\$215.00
	Subtotal for Cost Center Police:	\$215.00
	Vendor Subtotal:	\$215.00
HOMAX OIL SALES, INC.	0444254-IN BULK FUEL	\$19,555.14
	Subtotal for Cost Center Balefill:	\$19,555.14
	0443514-IN STOCK, 02/F2 DIESEL 8600 GAL	\$19,506.19
	0443512-IN STOCK, 01/F1 UNL 6800 GAL	\$10,518.92
	Subtotal for Cost Center Fleet Maintenance:	\$30,025.11
	CL92482 JANUARY FUEL	\$3,762.38
	Subtotal for Cost Center Water:	\$3,762.38
	Vendor Subtotal:	\$53,342.63
HOPPER DISPOSAL, INC	1711 DISPOSAL/SHRED OR REMOVE TIRES	\$10,970.00
	Subtotal for Cost Center Balefill:	\$10,970.00
	Vendor Subtotal:	\$10,970.00
INBERG-MILLER ENGINEERS	20060CE02 #15-083 LOWER EASTDALE CREEK	\$14,530.30
	Subtotal for Cost Center Sewer:	\$14,530.30
	Vendor Subtotal:	\$14,530.30
JIM EVANS	RIN0029286 OVERPAYMENT REFUND	\$10.21
	Subtotal for Cost Center Health Insurance:	\$10.21
	Vendor Subtotal:	\$10.21
KNIFE RIVER/JTL	182440 3/8" PLANT MIX	\$237.60
	Subtotal for Cost Center Streets:	\$237.60

Bills & Claims

City of Casper

02/06/2019 to 02/19/2019

Vendor Subtotal: **\$237.60**

KRISTINE SUBA

RIN0029260 WORK JEANS-CLOTHING ALLOWANCE \$35.45

Subtotal for Cost Center Refuse Collection: **\$35.45**

Vendor Subtotal: **\$35.45**

KUBWATER RESOURCES, INC

08331 ZETAG 7593 DRY POLYMER \$5,398.90

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

Vendor Subtotal: **\$5,398.90**

LARRY RAMSEY

RIN0029285 OVERPAYMENT REFUND \$10.14

RIN0029285 OVERPAYMENT REFUND \$765.97

RIN0029285 OVERPAYMENT REFUND \$39.77

Subtotal for Cost Center Health Insurance: **\$815.88**

Vendor Subtotal: **\$815.88**

LEAH RAKISITS

1-310636 REIMBURSE UNIFORMS PANTS \$119.93

Subtotal for Cost Center Police: **\$119.93**

Vendor Subtotal: **\$119.93**

LEONARD B. MEDOFF, PH.D

RIN0029282 Psychological Eval New Employee \$250.00

Subtotal for Cost Center Fire: **\$250.00**

Vendor Subtotal: **\$250.00**

LISA'S SPIC N SPAN

391579 TRUCK BARN FLOORS \$395.00

365138 STRIPPING FURNITURE \$126.00

391582 JANITORIAL \$375.00

365137 JANITORIAL SCALE HOUSE \$225.00

Subtotal for Cost Center Balefill: **\$1,121.00**

Vendor Subtotal: **\$1,121.00**

Bills & Claims

City of Casper

02/06/2019 to 02/19/2019

LONG BUILDING TECHNOLOGIES	SCPAY0043056 QUARTERLY MAINT	\$4,237.25
	Subtotal for Cost Center Water Treatment Plant:	\$4,237.25
	Vendor Subtotal:	\$4,237.25
LOWER & CO.	17-066-2 #17-066 10 MILLION GAL POTABLE	\$4,071.25
	Subtotal for Cost Center Water:	\$4,071.25
	Vendor Subtotal:	\$4,071.25
MAURICE DAUBIN	RIN0029283 REFUND OVERPAYMENT	\$1,494.49
	Subtotal for Cost Center Health Insurance:	\$1,494.49
	Vendor Subtotal:	\$1,494.49
MICHAEL BRATVOLD	RIN0029287 TRAVEL EXPENSES	\$170.00
	Subtotal for Cost Center Balefill:	\$170.00
	Vendor Subtotal:	\$170.00
MOTOROLA SOLUTIONS	8230209124 MONTHLY MAINT	\$3,725.99
	Subtotal for Cost Center Communications Center:	\$3,725.99
	Vendor Subtotal:	\$3,725.99
MOUNTAIN WEST TELEPHONE/ WERCS COMMUNICATIONS	RIN0029279 CONNECTIVITY	\$503.73
	Subtotal for Cost Center Communications Center:	\$503.73
	AP000179020119 METRO ETHERNET	\$1,003.55
	Subtotal for Cost Center Finance:	\$1,003.55
	Vendor Subtotal:	\$1,507.28
NATIONAL BENEFIT SERVICES	685786 PLAN ADMIN FEE	\$427.00
	Subtotal for Cost Center Health Insurance:	\$427.00

Bills & Claims

City of Casper

02/06/2019 to 02/19/2019

Vendor Subtotal:	\$427.00
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NATRONA COUNTY - SHERIFFS' OFFICE

3423 JUVENILE PRISONER CARE JAN 19	\$7,500.00
Subtotal for Cost Center Police:	\$7,500.00

Vendor Subtotal:	\$7,500.00
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NEIL KAISER

RIN0029239 KAISER TUITION REIMBURSEMENT	\$802.00
Subtotal for Cost Center Streets:	\$802.00

Vendor Subtotal:	\$802.00
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P-CARD VENDORS

00083458 AMAZON.COM MB5608EG0 A - Purch	\$412.99
00083476 AMAZON.COM MB9F68LU2 A - Purch	\$300.98
00084032 HAWKINS INC - Purchase	\$1,875.43
00084034 LIFEGUARD STORE - ONLI - Purch	\$27.45
00084084 ARC SERVICES/TRAINING - Purcha	\$37.00
00084107 BARGREEN WYOMING 25 - Purchase	\$100.00
00084107 BARGREEN WYOMING 25 - Purchase	\$100.00
00083751 LIFEGUARD STORE - ONLI - Purch	\$51.50
Subtotal for Cost Center Aquatics:	\$2,905.35

00084099 BAILEYS ACE HDWE - Purchase	\$35.13
00084102 DECKER AUTO GLASS - Purchase	\$95.00
00084116 AIRGAS CENTRAL - Purchase	\$296.43
00084116 AIRGAS CENTRAL - Purchase	\$120.59
00084117 BAILEYS ACE HDWE - Purchase	\$127.95
00084134 BAILEYS ACE HDWE - Purchase	\$12.98
00084153 MENARDS CASPER WY - Purchase	\$125.41
00084160 WAL-MART #1617 - Purchase	\$7.98
00084163 BAILEYS ACE HDWE - Purchase	\$114.13
00084168 WYOMING MACHINERY CO - Purchas	\$321.09
00084209 SPRINGHILL SUITES GLEN - Purch	\$1,145.90
00084211 SAMS CLUB #6425 - Purchase	\$25.27
00084216 NORCO INC - Purchase	\$678.56
00084220 BARGREEN WYOMING 25 - Purchase	\$47.95
00084233 SPRINGHILL SUITES GLEN - Purch	\$1,145.90
00084240 CASPER CONTRACTORS SUP - Purch	\$22.36
00084261 ALSCO INC. - Purchase	\$440.80
00084265 BUDGET RENT-A-CAR - Purchase	\$476.59

Bills & Claims

City of Casper

02/06/2019 to 02/19/2019

00083371 SOURCE OFFICE - VITAL - Purcha	\$94.38
00083475 SOURCE OFFICE - VITAL - Purcha	\$73.65
00083488 CASPER CONTRACTORS SUP - Purch	\$4,816.96
00083542 AIRGAS CENTRAL - Purchase	\$39.93
00083543 SAMS CLUB #6425 - Purchase	\$69.88
00083548 GRAINGER - Purchase	\$67.48
00083555 MCCOY SALES CORPORATIO - Purch	\$44.97
00083561 WM SUPERCENTER #1617 - Purchas	\$35.61
00083576 SAFETY KLEEN SYSTEMS B - Purch	\$594.00
00083577 HUTCH'S HI-COUNTRY PLU - Purch	\$80.00
00083595 AIRGAS CENTRAL - Purchase	\$49.65
00083618 HOSE & RUBBER AR - Purchase	\$164.72
00083631 CASPER CONTRACTORS SUP - Purch	\$98.15
00083635 HOSE & RUBBER AR - Purchase	\$2,841.41
00083638 MCCOY SALES CORPORATIO - Purch	\$11.21
00083650 MURDOCHS RANCH &HOME # - Purch	\$227.98
00083660 BAILEYS ACE HDWE - Purchase	\$149.17
00083664 WYOMING STEEL, RECYC - Purchas	\$223.30
00083686 HOSE & RUBBER SUPPLY C - Purch	\$114.15
00083738 DK HAULING INC - Purchase	\$120.00
00083947 SOURCE OFFICE - VITAL - Purcha	\$16.12
00083971 QUALITY CRAFT INDUSTRI - Purch	\$12.00
00084003 INT IN CASPER SAFETY - Purcha	\$995.90
00084042 MENARDS CASPER WY - Purchase	\$92.02
00084053 0970 CED - Purchase	\$18.42
00084072 BOBCAT OF CASPER - Purchase	\$29.05
00084074 AmeriGas - Purchase	\$718.46
00083777 CASPER CONTRACTORS SUP - Purch	\$173.86
00083778 SAFETY KLEEN SYSTEMS B - Purch	\$535.00
00083780 BAILEYS ACE HDWE - Purchase	\$12.98
00083781 VEOLIA ENVIRONMENTAL - Purchas	\$6,767.25
00083782 AmeriGas - Purchase	\$471.26
00083787 BAILEYS ACE HDWE - Purchase	\$24.97
00083803 VEOLIA ENVIRONMENTAL - Purchas	\$6,268.50
00083804 CONOCO - HOMAX OIL SAL - Purch	\$624.00
00083805 BAILEYS ACE HDWE - Purchase	\$39.67
00083815 BAILEYS ACE HDWE - Purchase	\$4.59
00083819 HARBOR FREIGHT TOOLS 3 - Purch	\$39.94
00083828 STAPLES 00114181 - Purch	\$27.67
00083835 WEAR PARTS INC - Purchase	\$107.57
00083840 SAMS CLUB #6425 - Purchase	\$129.35
00083853 SPORTSMANS WAREHOUSE 1 - Purch	\$27.92
00083857 NORCO INC - Purchase	\$372.94

Bills & Claims

City of Casper

02/06/2019 to 02/19/2019

00083859 SOURCE OFFICE - VITAL - Purcha	\$45.61
00083871 ALL OUT FIRE EXTINGUIS - Purch	\$125.00
00083886 BAILEYS ACE HDWE - Purchase	\$16.73
00083891 MENARDS CASPER WY - Purchase	\$116.51
00083904 SOURCE OFFICE - VITAL - Purcha	\$38.02
00083905 THE HOME DEPOT #6001 - Purchas	\$11.41
00083907 GRAINGER - Purchase	\$643.33
00083914 UNITED 01672428854725 - Pur	\$778.11
00083920 WYOMING MACHINERY CO - Purchas	\$362.53
00083932 BAILEYS ACE HDWE - Purchase	\$9.99
00083939 WYOMING MACHINERY CO - Purchas	\$1,594.08
00083945 WYOMING STEEL, RECYC - Purchas	\$1,005.00
00083948 BAILEYS ACE HDWE - Purchase	\$60.96
00083948 BAILEYS ACE HDWE - Purchase	\$109.98
00083957 WYOMING MACHINERY CO - Purchas	\$31.16
00083963 BAILEYS ACE HDWE - Purchase	\$27.54
00083974 AIRGAS CENTRAL - Purchase	\$760.00
00083984 WYOMING MACHINERY CO - Purchas	\$256.17
00083996 NORCO INC - Purchase	\$52.48
00084012 SOURCE OFFICE - VITAL - Purcha	\$65.19
00084019 HOWARD SUPPLY COMPANY - Purcha	\$658.31
00084091 VZWRSS IVR VB - Purchase	\$40.01
00084144 SOURCE OFFICE - VITAL - Credit	-\$65.19
00083567 CASPER WINNELSON CO - Purchase	\$20.15
00083612 BLOEDORN LUMBER CASPER - Purch	\$941.13
00083626 HUB FLOOR COVERING INC - Purch	\$95.00
00083677 THE HOME DEPOT #6001 - Purchas	\$3.97
00083688 BAILEYS ACE HDWE - Purchase	\$4.59
00083731 BLOEDORN LUMBER CASPER - Purch	\$7.19
00083796 SHERWIN WILLIAMS 70343 - Purch	\$30.60
00083801 HUB FLOOR COVERING INC - Purch	\$610.00
Subtotal for Cost Center Balefill:	\$41,121.62
00083505 DENNIS SUPPLY COMPANY - Purcha	\$114.06
00084261 ALSCO INC. - Purchase	\$263.75
00083394 BAILEYS ACE HDWE - Purchase	\$20.47
00083658 SUTHERLANDS 2219 - Purchase	\$4.26
00083717 CASPER WINNELSON CO - Purchase	\$7.14
00083726 CASPER WINNELSON CO - Purchase	\$4.74
00083732 BLOEDORN LUMBER CASPER - Purch	\$8.63
00083748 IMLSS COLORADO - Purchase	\$299.20
00083793 DENNIS SUPPLY COMPANY - Purcha	\$9.47
00083812 BEARING BELTCHAIN00244 - Purch	\$19.99

Bills & Claims

City of Casper

02/06/2019 to 02/19/2019

00083842 DIAMOND VOGEL PAINT #7 - Purch	\$31.80
00083865 GRAINGER - Purchase	\$46.65
00083870 BAILEYS ACE HDWE - Purchase	\$8.98
00083888 HOSE & RUBBER SUPPLY C - Purch	\$61.84
00083892 CASPER CONTRACTORS SUP - Purch	\$6.08
00083902 BAILEYS ACE HDWE - Purchase	\$13.47
00083911 GRAINGER - Purchase	\$3.24
00083926 CASPER WINNELSON CO - Purchase	\$10.84
00083962 BUSH-WELLS SPORTING GO - Purch	\$592.35
00084016 BLOEDORN LUMBER CASPER - Purch	\$24.99
00084021 SHEET METAL SPECIALTIE - Purch	\$70.58
00084033 CASPER WINAIR SUPPLY C - Purch	\$42.85
00084043 BAILEYS ACE HDWE - Purchase	\$8.59
00084044 LONG BLDG. TECHNOLOGIE - Purch	\$354.00
00084056 DIAMOND VOGEL PAINT #7 - Purch	\$11.05
00084060 LONG BLDG. TECHNOLOGIE - Purch	\$1,062.00
00084061 DAVIDSON MECHANICAL, I - Purch	\$200.00
00084063 LONG BLDG. TECHNOLOGIE - Purch	\$250.16
00084067 GRAINGER - Purchase	\$137.00
00084076 NORCO INC - Purchase	\$128.04
00084077 LONG BLDG. TECHNOLOGIE - Purch	\$7,661.12
00084079 LONG BLDG. TECHNOLOGIE - Purch	\$472.00
00084082 LONG BLDG. TECHNOLOGIE - Purch	\$118.00
00084083 FERGUSON ENT #3069 - Purchase	\$286.67
00084088 LONG BLDG. TECHNOLOGIE - Purch	\$65.83
00084093 LONG BLDG. TECHNOLOGIE - Purch	\$6,728.00
00083733 VZWRSS MY VZ VB P - Purchase	\$80.41
00083310 BAILEYS ACE HDWE - Credit	-\$0.50
00083592 CRESCENT ELECTRIC 103 - Purcha	\$76.00
00083602 CRESCENT ELECTRIC 103 - Purcha	\$175.64
00083622 GRAINGER - Purchase	\$22.74
00083645 BAILEYS ACE HDWE - Purchase	\$9.99
00083668 BLOEDORN LUMBER CASPER - Purch	\$33.44
00083694 CRESCENT ELECTRIC 103 - Purcha	\$32.86
00083698 HERCULES INDUSTRIES CA - Purch	\$80.60
00083734 IMLSS COLORADO - Purchase	\$123.20
00083739 FERGUSON ENT #3069 - Purchase	\$19.55
00083742 CASPER WINNELSON CO - Purchase	\$270.00
00083763 CASPER WINNELSON CO - Purchase	\$22.06
00083766 CASPER WINNELSON CO - Purchase	\$30.50
Subtotal for Cost Center Buildings & Structures:	\$20,124.33
00083918 URGENT CARE OF CASPER - Purcha	\$80.00

Bills & Claims

City of Casper

02/06/2019 to 02/19/2019

Subtotal for Cost Center Cemetery:	\$80.00
00084251 ATLAS OFFICE PRODUCTS - Purcha	\$33.49
Subtotal for Cost Center City Attorney:	\$33.49
00084434 CASPER STAR TRIBUNE - Purchase	\$90.38
00084451 CASPER STAR TRIBUNE - Purchase	\$90.38
Subtotal for Cost Center City Clerk:	\$180.76
00082222 INT IN ALLURETECH/COF - Purch	\$84.00
Subtotal for Cost Center City Hall:	\$84.00
00083754 SUBWAY 03116324 - Purch	\$13.50
Subtotal for Cost Center City Manager:	\$13.50
00083826 INT'L CODE COUNCIL INC - Credi	-\$60.25
00083755 VZWRLSS MY VZ VB P - Purchase	\$49.64
Subtotal for Cost Center Code Enforcement:	-\$10.61
00084206 VZWRLSS IVR VB - Purchase	\$123.60
00084208 DTV DIRECTV SERVICE - Purchase	\$87.99
00084242 CHARTER COMM - Purchase	\$81.08
00084252 AT&T 0512212711001 - Purcha	\$149.74
00084264 VZWRLSS IVR VB - Purchase	\$38.06
Subtotal for Cost Center Communications Center:	\$480.47
00083733 VZWRLSS MY VZ VB P - Purchase	\$259.55
00083898 WAL-MART #1617 - Purchase	\$35.06
00083824 CASPER STAR TRIBUNE - Purchase	\$153.40
00083841 CASPER STAR TRIBUNE - Purchase	\$1,689.92
00083889 SAMS CLUB #6425 - Purchase	\$74.48
Subtotal for Cost Center Council:	\$2,212.41
00084460 CPU IIT - Purchase - DISPLAY P	\$29.95
Subtotal for Cost Center Engineering:	\$29.95
00082244 CASPER STAR TRIBUNE - Purchase	\$93.48
00082267 MOUNTAIN STATES LITHOG - Purch	\$742.64
00082288 PFG PROFORMA - Purchase	\$67.11
00083029 ATLAS OFFICE PRODUCTS - Purcha	\$800.00
00083954 MOUNTAIN STATES LITHOG - Purch	\$321.43
00084020 ALL OUT FIRE EXTINGUIS - Purch	\$80.00
00084036 WESTERN SLING CO - Purchase	\$189.50

Bills & Claims

City of Casper

02/06/2019 to 02/19/2019

00084086 VZWRLSS MY VZ VB P - Purchase	\$240.06
00084114 STAPLES 00114181 - Purch	\$22.85
00083278 Amazon.com - trackball mouse	\$26.24
00083278 Amazon.com - Books on Excel	\$125.80
00083443 ATLAS OFFICE PRODUCTS - Purcha	\$129.36
00083644 ATLAS OFFICE PRODUCTS - Purcha	\$71.86
00083755 VZWRLSS MY VZ VB P - Purchase	\$24.80
00083757 CPU IIT - Purchase	\$13.99
00083823 ALL OUT FIRE EXTINGUIS - Purch	\$80.00
00083850 FERGUSON ENT #3069 - Purchase	\$33.11
00083869 ALL OUT FIRE EXTINGUIS - Purch	\$125.00
00083880 NORCO INC - Purchase	\$70.48
00083933 THE HOME DEPOT #6001 - Purchas	\$28.96
00084001 HOSE & RUBBER SUPPLY C - Purch	\$58.51
Subtotal for Cost Center Finance:	\$3,345.18
00083700 ACTIVE911 INC - Purchase	\$1,200.00
00083727 EXXONMOBIL 47626544 - Purch	\$56.53
00083741 SAMS CLUB #6425 - Purchase	\$48.25
00083746 EXTREME TRUCK INC - Purchase	\$115.95
00083759 WAL-MART #3778 - Purchase	\$20.73
00083820 COMM TECH ROCK SPRIN - Purchas	\$411.63
00083837 ECMS - Purchase	\$911.21
00083919 THE HOME DEPOT #6001 - Purchas	\$49.99
00083973 ATLAS OFFICE PRODUCTS - Purcha	\$86.41
00083978 NORCO INC - Purchase	\$89.55
00084059 STAPLES 00114181 - Purch	\$153.25
00084066 ALBERTSONS #0060 - Purchase	\$45.41
00084101 SAMSCLUB #6425 - Purchase	\$106.70
00084175 GRAINGER - Purchase	\$4.59
00084178 MENARDS CASPER WY - Purchase	\$457.00
00084179 FAA STATE BOARD EXAM - Purchas	\$150.00
00084273 USPS PO 5715580945 - Purchase	\$11.00
00082374 TRAVEL SERVICES - Purchase	\$15.00
00082562 FEDEX 784428878336 - Purchase	\$155.18
00082842 INT IN FIRED UP RESCU - Purch	\$200.18
00083266 SUTHERLANDS 2219 - Purchase	\$1,500.00
00083298 I-25 PIT STOP - Purchase	\$43.07
00083335 BEARING BELTCHAIN00244 - Purch	\$2.99
00083417 BAILEYS ACE HDWE - Purchase	\$7.97
00083429 STATPACKS - Purchase	\$1,017.00
00083450 WPSG, INC - Purchase	\$177.31
00083490 BLOEDORN LUMBER CASPER - Purch	\$18.14

Bills & Claims

City of Casper

02/06/2019 to 02/19/2019

00083562 SP EXEMPLAR DESIGN - Purchas	\$149.97
00083570 NORCO INC - Purchase	\$380.00
00083594 ROGUE FITNESS - Purchase	\$615.00
00083597 BEST BUY 00015271 - Purch	\$179.97
Subtotal for Cost Center Fire:	\$8,379.98
00083346 AMERI-TECH EQUIPMENT C - Purch	\$999.99
00083706 MAVERIK #547 - Purchase	\$6.94
00083755 VZWRLSS MY VZ VB P - Purchase	\$24.80
00083736 RRC COLLISION CENTER - Purchas	\$1,059.33
00083091 HELM-FORD DIAG SOFTWARE - Purch	\$650.00
00083283 WHITES MOUNTAIN - Purchase	\$714.23
00083713 CASPER TIRE 0000705 - Purchase	\$30.00
00083696 AMERI-TECH EQUIPMENT C - Credi	-\$999.99
Subtotal for Cost Center Fleet Maintenance:	\$2,485.30
00083817 SQ SQ VENTURE TECHNO - Purch	\$224.17
00083834 AMERICAN ASSOCIATION F - Purch	\$118.00
00083901 AMERICAN ASSOC OF MUSE - Purch	\$165.00
00083719 PASTPERFECT SOFTWARE - Purchas	\$432.00
Subtotal for Cost Center Fort Caspar:	\$939.17
00083983 PAYPAL TANNERSTOYS - Purchase	\$72.00
00084031 TY INC - Purchase	\$249.31
Subtotal for Cost Center General - Fort Caspar:	\$321.31
00084058 MOUNTAIN WEST TECHNOLO - Purch	\$49.95
00083861 SAFETY KLEEN SYSTEMS B - Purch	\$468.62
00083872 CHARTER COMM - Purchase	\$135.37
00083918 URGENT CARE OF CASPER - Purcha	\$40.00
Subtotal for Cost Center Golf Course:	\$693.94
00083443 ATLAS OFFICE PRODUCTS - Purcha	\$116.87
Subtotal for Cost Center Health Insurance:	\$116.87
00084130 STAPLES 00114181 - Purch	\$42.99
00084145 STAPLES 00114181 - Purch	\$8.09
00084156 FACEBK THUKTH23A2 - Purchase	\$75.30
00083740 CPU IIT - Purchase	\$2,230.00
00083776 NORCO INC - Purchase	\$264.69
00083808 NELCO PRODUCTS INC - Purchase	\$360.07
00083918 URGENT CARE OF CASPER - Purcha	\$200.00
00083666 THE HOME DEPOT #6001 - Purchas	\$21.48

Bills & Claims

City of Casper

02/06/2019 to 02/19/2019

00083673 ORKIN LLC 002 - Purchase	\$232.38
00083680 BLAKEMAN PROPANE INC-M - Purch	\$1,377.98
00083703 STAPLES 00114181 - Purch	\$53.99
00083710 BURBACKS REFRIGERATION - Purch	\$190.00
00083712 CONTACT WIRELESS - Purchase	\$132.06
Subtotal for Cost Center Hogadon:	\$5,189.03
00083443 ATLAS OFFICE PRODUCTS - Purcha	\$116.87
00084272 INT IN GRANT STREET G - Purch	\$15.00
00083885 ATLAS OFFICE PRODUCTS - Credit	-\$22.18
00083757 CPU IIT - Purchase	\$14.00
Subtotal for Cost Center Human Resources:	\$123.69
00083485 AMAZON.COM MB4OT8432 A - Purch	\$79.96
00083511 PROFESSIONAL FLOORING - Purcha	\$35.00
00083517 EXPRESS MEDALS - Purchase	\$89.90
00083556 VAC SHACK INC - Purchase	\$4.00
00084070 BAILEYS ACE HDWE - Purchase	\$34.36
00084100 SAMS CLUB #6425 - Purchase	\$27.44
00084100 SAMS CLUB #6425 - Purchase	\$7.12
00084119 WAL-MART #1617 - Purchase	\$34.02
00084126 INTUIT IN PEDENS INC - Purch	\$47.00
00084132 BAILEYS ACE HDWE - Purchase	\$32.98
00084139 AMZN Mktp US - Credit	-\$172.02
00084173 SAMSCLUB.COM - Purchase	\$131.47
00083560 SAMSCLUB.COM - Purchase	\$537.00
00083586 WM SUPERCENTER #1617 - Purchas	\$59.00
00083662 SAMS CLUB #6425 - Purchase	\$9.10
00083684 DOLLAR TREE - Purchase	\$18.00
00083702 SAMSCLUB #6425 - Purchase	\$4.98
00083721 SAMS CLUB #6425 - Purchase	\$59.74
00083743 SAMS CLUB #6425 - Purchase	\$189.66
00083761 SAMS CLUB #6425 - Purchase	\$93.19
00083783 AMZN Mktp US MB8PV08Y0 - Purch	\$172.00
00083847 VISTAR ROCKY MOUNTAIN - Purcha	\$167.23
00083912 BAILEYS ACE HDWE - Purchase	\$5.34
00083967 AMAZON.COM MB3AX9VQ2 A - Purch	\$139.89
00084008 SAMSCLUB #6425 - Purchase	\$170.84
Subtotal for Cost Center Ice Arena:	\$1,977.20
00084171 ESRI - Purchase	\$1,225.00
00083855 SAMSCLUB #6425 - Purchase	\$64.02
00083672 UNITED 01624344619881 - Pur	\$468.10

Bills & Claims

City of Casper

02/06/2019 to 02/19/2019

00083728 HERTZ RENT-A-CAR - Purchase	\$210.28
00083788 APL APPLE ONLINE STORE - Credi	-\$99.09
00083807 APL APPLE ONLINE STORE - Credi	-\$4.95
Subtotal for Cost Center Information Services:	\$1,863.36
00084165 SUTHERLANDS 2219 - Purchase	\$576.00
00084174 NORCO INC - Purchase	\$83.93
00084180 STAPLES 00114181 - Purch	\$58.21
00084285 COCA COLA BOTTLING CO - Purcha	\$99.60
00084296 NOLAND FEED - Purchase	\$451.10
Subtotal for Cost Center Metro Animal:	\$1,268.84
00083818 KEEP AMERICA BEAUTIFUL - Purch	\$650.00
00083831 CPS DISTRIBUTORS INC C - Purch	\$12.28
00083908 UNITED 01624352234330 - Pur	\$578.10
00084023 INTL SOC ARBORICULTURE - Purch	\$135.00
00084069 CPU IIT - Purchase	\$190.00
00084131 BAILEYS ACE HDWE - Purchase	\$28.58
00084135 BLOEDORN LUMBER CASPER - Purch	\$25.26
00084146 SQ SQ VENTURE TECHNO - Purch	\$419.40
00084181 CPU IIT - Purchase	\$190.00
00084188 STAPLES 00114181 - Purch	\$27.34
00084190 BLOEDORN LUMBER CASPER - Purch	\$13.33
00083755 VZWRLSS MY VZ VB P - Purchase	\$153.61
00083737 STAPLES 00114181 - Purch	\$94.03
00083833 THE HOME DEPOT #6001 - Purchas	\$16.94
00083918 URGENT CARE OF CASPER - Purcha	\$320.00
00084005 SOURCE OFFICE - VITAL - Purcha	\$295.50
00084187 PAYPAL PLATTERIVER - Purchase	\$20.00
00083318 CRESCENT ELECTRIC 103 - Purcha	\$810.00
Subtotal for Cost Center Parks:	\$3,979.37
00084321 RICOH USA, INC - Purchase	\$209.17
00083795 CASPER STAR TRIBUNE - Purchase	\$132.96
00084080 CASPER STAR TRIBUNE - Purchase	\$67.64
00084094 ATLAS REPRODUCTION INC - Purch	\$7.80
Subtotal for Cost Center Planning:	\$417.57
00083565 MURDOCHS RANCH &HOME # - Purch	\$1,029.00
00084271 EXXONMOBIL 45965241 - Purch	\$19.57
00084343 MURDOCHS RANCH &HOME # - Credi	-\$1,029.09
00084357 MURDOCHS RANCH &HOME # - Purch	\$980.00
00083295 NASRO - Purchase	\$500.00

Bills & Claims

City of Casper

02/06/2019 to 02/19/2019

00083302 NASRO - Purchase	\$500.00
00083319 NASRO - Purchase	\$40.00
00083339 NASRO - Purchase	\$500.00
00083358 NASRO - Purchase	\$500.00
00083603 UNITED 01626070068700 - Pur	\$30.00
00083758 LINKEDIN-356 7344876 - Purchas	\$1,199.40
00083816 ALBERTSONS #0062 - Purchase	\$27.28
00083827 SPORTSMANS WAREHOUSE 1 - Purch	\$109.99
00083843 SAMSCLUB #6425 - Purchase	\$320.64
00083864 BROWNELLS INC - Purchase	\$119.99
00083873 BAILEYS ACE HDWE - Purchase	\$18.00
00083893 NASRO - Purchase	\$40.00
00083916 SIRCHIE FINGER PRINT L - Purch	\$1,066.56
00083934 THE RADAR SHOP - Purchase	\$619.50
00083956 STOP STICK LTD - Purchase	\$288.00
00083959 BROWNELLS INC - Purchase	\$281.25
00083992 CPU IIT - Purchase	\$179.00
00083994 FURNITURE ROW #8 - Purchase	\$218.00
00083997 USPS PO 5715580945 - Purchase	\$45.00
00084004 UNITED 01624355272094 - Pur	\$665.10
00084018 DELTA 00623561508640 - Pur	\$569.60
00084047 GOOGLE Google Storage - Purch	\$2.99
00084052 SAMSCLUB #6425 - Purchase	\$168.02
00084105 UNITED 01624361714065 - Pur	\$1,066.10
00084118 UNITED 01624361714054 - Pur	\$1,066.10
00084120 ALBERTSONS #0062 - Credit	-\$1.33
00084121 UNITED 01624362038250 - Pur	\$176.60
00084122 UNITED 01624361714043 - Pur	\$1,066.10
00084125 UNITED 01624361714080 - Pur	\$1,066.10
00084136 UNITED 01624361714032 - Pur	\$1,066.10
00084142 UNITED 01624361714076 - Pur	\$1,066.10
00084151 STAPLES 00114181 - Purch	\$39.27
00084152 DOUGH ENTERPRISES LLC - Purcha	\$35.00
00084162 WAL-MART #1617 - Purchase	\$25.59
00084202 RICOH USA, INC - Purchase	\$526.90
00084212 EXPERIAN EXP PAY CC - Purchase	\$76.77
00084213 DOLAN CONSULTING GROUP - Purch	\$195.00
00084219 LAPEL PINS PLUS NETWORK - Purch	\$4,015.00
00084222 MOUNTAIN STATES LITHOG - Purch	\$56.49
00084225 VZWRLSS IVR VB - Purchase	\$847.97
00084231 FEDEX 91740264 - Purchase	\$21.02
00084232 Jones School Supply Co - Purch	\$513.98
00084244 STAPLES 00114181 - Purch	\$59.99

Bills & Claims

City of Casper

02/06/2019 to 02/19/2019

00084245 MILE HIGH SHOOTING ACC - Purch	\$2,680.00
00084248 COCA COLA BOTTLING CO - Purcha	\$140.00
00084258 INT IN POWDER RIVER S - Purch	\$103.50
00084264 VZWRLSS IVR VB - Purchase	\$1,053.68
00084266 HILTON ADVPURCH8002367 - Purch	\$197.92
00084268 RESPOND FIRST AID OF W - Purch	\$95.09
Subtotal for Cost Center Police:	\$26,262.84
00083443 ATLAS OFFICE PRODUCTS - Purcha	\$116.87
00083583 MANCOMM - Purchase	\$189.90
Subtotal for Cost Center Property & Liability Insurance:	\$306.77
00084193 MICHIGAN COMPANY - Purchase	\$72.35
00083876 INT IN GOEDICKE'S CUS - Purch	\$44.00
00083917 GRAINGER - Purchase	\$149.84
00083941 DOLLAR TREE - Purchase	\$32.00
00083942 USPS PO 5715580478 - Purchase	\$10.50
00083969 NORCO INC - Purchase	\$215.04
Subtotal for Cost Center Recreation:	\$523.73
00084089 HARBOR FREIGHT TOOLS 3 - Purch	\$56.96
00084103 CMI-TECO - Purchase	\$89.52
00084113 AIRGAS CENTRAL - Purchase	\$34.10
00084167 CMI-TECO - Purchase	\$420.63
00084170 SAMS CLUB #6425 - Purchase	\$250.54
00084176 BEARING BELTCHAIN00244 - Purch	\$33.65
00084191 HARBOR FREIGHT TOOLS 3 - Purch	\$22.92
00084211 SAMS CLUB #6425 - Purchase	\$149.45
00084220 BARGREEN WYOMING 25 - Purchase	\$27.00
00084261 ALSCO INC. - Purchase	\$339.30
00083540 PACIFIC HIDE AND FUR # - Purch	\$1,232.00
00083541 BAILEYS ACE HDWE - Purchase	\$30.54
00083630 STAPLES 00114181 - Purch	\$17.97
00084073 CASPER TIRE 0000705 - Purchase	\$35.00
00083770 CMI-TECO - Purchase	\$140.87
00083771 CMI-TECO - Purchase	\$95.00
00083772 CMI-TECO - Purchase	\$1,344.89
00083797 CMI-TECO - Purchase	\$995.65
00083798 CMI-TECO - Purchase	\$1,275.73
00083800 CMI-TECO - Purchase	\$29.28
00083802 SOURCE OFFICE - VITAL - Purcha	\$347.22
00083866 BAILEYS ACE HDWE - Purchase	\$59.96
00083875 SIX ROBBLEES NO 19 - Purchase	\$49.95

Bills & Claims

City of Casper

02/06/2019 to 02/19/2019

00083887 BAILEYS ACE HDWE - Purchase	\$22.99
00083961 GRAINGER - Purchase	\$1,081.05
00084014 HOSE & RUBBER SUPPLY C - Purch	\$4.10
Subtotal for Cost Center Refuse Collection:	\$8,186.27
00083551 KNIFE RIVER 5701 - Purchase	\$616.55
00084137 THE HOME DEPOT #6001 - Purchas	\$18.70
00084149 INTERSTATE ALL BATTERY - Purch	\$9.99
00084158 WYOMING STEEL, RECYC - Purchas	\$20.80
00084185 FASTENAL COMPANY01 - Purchase	\$14.23
00084207 ALSCO INC. - Purchase	\$265.40
00084214 INT IN NEVEREST EQUIP - Purch	\$3,248.40
00084215 MENARDS CASPER WY - Purchase	\$5.99
00084275 CASPER FIRE EXTINGUISH - Purch	\$164.75
00084317 MENARDS CASPER WY - Purchase	\$29.28
00083755 VZWRLSS MY VZ VB P - Purchase	\$24.80
00083839 VZWRLSS IVR VB - Purchase	\$105.37
00083849 ATLAS OFFICE PRODUCTS - Purcha	\$12.20
00083854 PP WYOMINGWATE - Purchase	\$60.00
00083879 URGENT CARE OF CASPER - Purcha	\$103.00
00083909 MENARDS CASPER WY - Purchase	\$13.51
00083940 NOLAND FEED - Purchase	\$19.33
00084002 ATLAS OFFICE PRODUCTS - Purcha	\$60.98
00084009 USPS PO 5715580945 - Purchase	\$4.69
00084029 BAILEYS ACE HDWE - Purchase	\$8.99
00084049 THE UPS STORE 2200 - Purchase	\$14.78
Subtotal for Cost Center Sewer:	\$4,821.74
00083628 WYOMING RENTS - Purchase	\$2,730.42
Subtotal for Cost Center Special Assistance:	\$2,730.42
00084392 WEAR PARTS INC - Purchase	\$163.90
00084414 AMERICAN TRAFFIC SAFET - Purch	\$483.75
00084274 FEDEX 785270678482 - Purchase	\$12.04
00083775 BEARING BELTCHAIN00244 - Purch	\$113.65
00083814 COMMUNICATION TECH-M - Purchas	\$1,492.50
00083830 COMMUNICATION TECH-M - Purchas	\$219.00
00083848 COMMUNICATION TECH-M - Purchas	\$2,703.75
00083862 COMMUNICATION TECH-M - Purchas	\$2,851.50
00083896 URGENT CARE OF CASPER - Purcha	\$451.00
00083979 AIRGAS CENTRAL - Purchase	\$15.25
00083755 VZWRLSS MY VZ VB P - Purchase	\$24.80
00084041 WEAR PARTS INC - Purchase	\$18.00

Bills & Claims

City of Casper

02/06/2019 to 02/19/2019

00084115 0970 CED - Purchase	\$60.73
00084234 ALSCO INC. - Purchase	\$445.42
00084288 0970 CED - Purchase	\$9.73
00084297 0970 CED - Purchase	\$51.23
Subtotal for Cost Center Streets:	\$9,116.25
00084108 SAMSClub #6425 - Purchase	\$231.09
00084141 BEARING BELTCHAIN00244 - Purch	\$124.29
00084157 VZWRLSS IVR VB - Purchase	\$127.60
00084169 CONOCO - HOMAX OIL SAL - Purch	\$1,866.10
00084184 RMI WYOMING INC - Purchase	\$43.16
00084195 INT IN NES COMPANY IN - Purch	\$6,399.34
00084198 DENVER INDUSTRIAL PUMP - Purch	\$2,126.68
00084205 CASPER WINNELSON CO - Purchase	\$4.41
00084229 CASPER WINNELSON CO - Purchase	\$42.75
00084243 HACH COMPANY - Purchase	\$904.86
00084342 HONNEN EQUIPMENT 04 - Credit	-\$111.61
00084349 RESPOND FIRST AID OF W - Purch	\$158.61
00084354 GRAINGER - Purchase	\$78.52
00083755 VZWRLSS MY VZ VB P - Purchase	\$24.80
00083821 USPS PO 5715580478 - Purchase	\$63.49
00083856 MOTION INDUSTRIES WY54 - Purch	\$207.42
00083924 HONNEN EQUIPMENT 04 - Purchase	\$111.61
00083936 TFS THERMOASHEVILLE - Purchase	\$699.29
00083946 MOTION INDUSTRIES WY54 - Purch	\$85.01
00083965 PARTMASTER - Purchase	\$225.72
00083966 BEARING BELTCHAIN00244 - Purch	\$12.28
00083985 GRAINGER - Purchase	\$187.24
00083989 FERGUSON ENT #3069 - Purchase	\$6.48
00083991 WEAR PARTS INC - Purchase	\$43.20
00084011 MOTION INDUSTRIES WY54 - Purch	\$649.17
00084026 ANIXTER INC - UPS - Purchase	\$605.00
00084035 USPS PO 5715580945 - Purchase	\$8.20
00084038 HONNEN EQUIPMENT 04 - Purchase	\$111.61
00084050 RMI WYOMING INC - Purchase	\$118.00
00084064 ENVIRONMENTAL EXPRESS - Purcha	\$135.33
Subtotal for Cost Center Waste Water:	\$15,289.65
00084104 BLOEDORN LUMBER CASPER - Purch	\$94.07
00084172 NORCO INC - Purchase	\$55.92
00084192 USPS PO 5715580945 - Purchase	\$24.14
00084197 ATLAS OFFICE PRODUCTS - Purcha	\$41.80
00084228 71 SOIL AND STONE - Purchase	\$3,375.40

Bills & Claims

City of Casper

02/06/2019 to 02/19/2019

00084237 71 SOIL AND STONE - Purchase	\$100.00
00084257 ENERGY LABORATORIES, I - Purch	\$416.50
00084316 71 SOIL AND STONE - Purchase	\$2,113.20
00084325 HONNEN EQUIPMENT 04 - Purchase	\$85.40
00084328 71 SOIL AND STONE - Purchase	\$1,137.90
00084334 ATLAS OFFICE PRODUCTS - Purcha	\$33.06
00083839 VZWRLSS IVR VB - Purchase	\$405.48
00083845 SQ SQ ATLANTIC ELECT - Purch	\$99.37
00083846 UNION WIRELESS - Purchase	\$129.03
00083881 CASPER CONTRACTORS SUP - Purch	\$250.80
00083894 BEARING BELTCHAIN00244 - Credi	-\$12.44
00083895 PP WYOMINGWATE - Purchase	\$30.00
00083903 USPS PO 5762700491 - Purchase	\$800.00
00083922 BEARING BELTCHAIN00244 - Purch	\$28.76
00083923 ENERGY LABORATORIES, I - Purch	\$22.00
00083927 71 SOIL AND STONE - Purchase	\$1,004.00
00083938 AHERN RENTALS INC - Purchase	\$67.18
00083958 CONOCO - HOMAX OIL SAL - Purch	\$76.68
00083972 WAL-MART #3778 - Purchase	\$19.27
00083982 WEAR PARTS INC - Purchase	\$10.03
00084007 NORCO INC - Purchase	\$311.91
00084010 URGENT CARE OF CASPER - Purcha	\$600.00
00084015 ROCKY MOUNTAIN AIR SOL - Purch	\$21.47
00084055 71 SOIL AND STONE - Purchase	\$670.70
00083755 VZWRLSS MY VZ VB P - Purchase	\$76.01
00083852 MSPS - Purchase	\$4,110.19
Subtotal for Cost Center Water:	\$16,197.83
00083546 FERGUSON ENT #3069 - Purchase	\$34.18
00084183 WAL-MART #3778 - Purchase	\$75.84
00084203 THE HOME DEPOT #6001 - Purchas	\$27.63
00084260 ATLAS OFFICE PRODUCTS - Purcha	\$1,342.21
00084276 ALSCO INC. - Purchase	\$196.35
00084287 ROCKY MOUNTAIN AIR SOL - Purch	\$3,382.93
00084290 UPS 0000008F045W059 - Purchase	\$217.73
00084300 ENERGY LABORATORIES - Purchase	\$231.00
00084336 MPI WAREHOUSE CO INC - Purchas	\$601.08
00084027 ENERGY LABORATORIES - Purchase	\$3,206.00
00084085 GRAINGER - Purchase	\$53.66
00084148 COASTAL CHEMICAL CO LL - Purch	\$1,253.38
00083755 VZWRLSS MY VZ VB P - Purchase	\$24.80
00083844 ARCHITECTURALGLAZINGCO - Purch	\$1,653.04
00083858 COASTAL CHEMICAL CO LL - Purch	\$134.87

Bills & Claims

City of Casper

02/06/2019 to 02/19/2019

00083882 EUROFINS EATON ANALYTI - Purch	\$100.00
00083993 SUTHERLANDS 2219 - Purchase	\$38.97
Subtotal for Cost Center Water Treatment Plant:	\$12,573.67

00084075 WYOMING GROUNDS KEEPER - Purch	\$630.00
00083860 CASPER CONTRACTORS SUP - Purch	\$39.32
00083918 URGENT CARE OF CASPER - Purcha	\$120.00
00083067 TIPPMANN INDUSTRIAL PR - Purch	\$81.43
00083126 CPU IIT - Purchase	\$229.00
00083194 STAPLES 00114181 - Purch	\$58.46
00083414 THE HOME DEPOT #6001 - Purchas	\$37.90
00083205 BAILEYS ACE HDWE - Credit	-\$12.44
00083221 BAILEYS ACE HDWE - Purchase	\$33.98
Subtotal for Cost Center Weed And Pest:	\$1,217.65

Vendor Subtotal:	\$195,582.90
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PCN STRATGIES INC

13501 CRADLEPOINT/BODYCAM ITEMS	\$72,854.35
Subtotal for Cost Center Police:	\$72,854.35

Vendor Subtotal:	\$72,854.35
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PEPSI COLA OF CASPER

2199059457 PRODUCT	\$202.68
2199059022 PRODUCT	\$366.28
Subtotal for Cost Center Ice Arena:	\$568.96

Vendor Subtotal:	\$568.96
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PORTABLE COMPUTER SYSTEMS INC

56249 CRADLEPOINT	\$18,409.04
Subtotal for Cost Center Police:	\$18,409.04

Vendor Subtotal:	\$18,409.04
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POWER EQUIPMENT CORP.

ESA000634-1 HYDRAULIC MATERIAL HANDLER	\$383,368.00
Subtotal for Cost Center Balefill:	\$383,368.00

Vendor Subtotal:	\$383,368.00
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Bills & Claims

City of Casper

02/06/2019 to 02/19/2019

PRINTWORKS	11742 PRINTING MECH TAGS/ENV/INDEX C	\$261.73
	Subtotal for Cost Center Code Enforcement:	\$261.73
	Vendor Subtotal:	\$261.73
RELIANT TECHNOLOGY LLC	23574 TELDIG PROJECT STORAGE/SUPPORT	\$7,720.00
	Subtotal for Cost Center Information Services:	\$7,720.00
	23574 TELDIG PROJECT STORAGE/SUPPORT	\$6,423.26
	Subtotal for Cost Center Water:	\$6,423.26
	Vendor Subtotal:	\$14,143.26
ROBERT SCHULENBERG	RIN0029284 OVERPAYMENT REFUND	\$18.07
	RIN0029284 OVERPAYMENT REFUND	\$79.54
	RIN0029284 OVERPAYMENT REFUND	\$1,451.31
	Subtotal for Cost Center Health Insurance:	\$1,548.92
	Vendor Subtotal:	\$1,548.92
ROBERT WILLIS	RIN0029288 TRAVEL EXPENSES	\$170.00
	Subtotal for Cost Center Balefill:	\$170.00
	Vendor Subtotal:	\$170.00
ROCKY MOUNTAIN POWER	AP000149013119 ELECTRICITY	\$4,289.43
	Subtotal for Cost Center Aquatics:	\$4,289.43
	AP000167020719 ELECTRICITY	\$13,381.95
	Subtotal for Cost Center Balefill:	\$13,381.95
	AP000150020119 ELECTRICITY	\$155.92
	Subtotal for Cost Center Cemetery:	\$155.92
	AP000151013119 ELECTRICITY	\$2,702.35
	AP000151013119 ELECTRICITY	\$1,086.52
	AP000151013119 ELECTRICITY	\$66.23
	AP000151013119 ELECTRICITY	\$1,077.26
	Subtotal for Cost Center City Hall:	\$4,932.36

Bills & Claims

City of Casper

02/06/2019 to 02/19/2019

AP000245013019 ELECTRICITY	\$280.22
Subtotal for Cost Center Communications Center:	\$280.22
AP000240013119 ELECTRICITY	\$1,135.50
AP000155020119 ELECTRICITY	\$2,577.40
Subtotal for Cost Center Fire:	\$3,712.90
AP000154020119 ELECTRICITY	\$3,454.13
Subtotal for Cost Center Fleet Maintenance:	\$3,454.13
AP000156013119 ELECTRICITY	\$513.12
Subtotal for Cost Center Fort Caspar:	\$513.12
AP000157020519 ELECTRICITY	\$2,755.71
Subtotal for Cost Center Golf Course:	\$2,755.71
AP000158013119 ELECTRICITY	\$11,346.07
AP000235020619 ELECTRICITY	\$4,918.63
Subtotal for Cost Center Hogadon:	\$16,264.70
AP000159013119 ELECTRICITY	\$5,740.10
Subtotal for Cost Center Ice Arena:	\$5,740.10
AP000160020119 ELECTRICITY	\$899.88
Subtotal for Cost Center Metro Animal:	\$899.88
AP000244012919 ELECTRICITY	\$74.52
AP000180020119 ELECTRICITY	\$3,594.46
AP000181020719 ELECTRICITY	\$2,678.63
Subtotal for Cost Center Parks:	\$6,347.61
AP000162020119 ELECTRICITY	\$70.86
Subtotal for Cost Center Police:	\$70.86
AP000152013119 ELECTRICITY	\$3,302.74
Subtotal for Cost Center Recreation:	\$3,302.74
AP000239013019 ELECTRICITY	\$81.06
AP000163020119 ELECTRICITY	\$452.32
Subtotal for Cost Center Sewer:	\$533.38
AP000164020119 ELECTRICITY	\$46,936.68

Bills & Claims

City of Casper

02/06/2019 to 02/19/2019

AP000241020119 ELECTRICITY	\$98.96
AP000170020619 ELECTRICITY	\$78.43
Subtotal for Cost Center Streets:	\$47,114.07
AP000166020619 ELECTRICITY	\$25,080.19
Subtotal for Cost Center Waste Water:	\$25,080.19
AP000243020719 ELECTRICITY	\$663.69
Subtotal for Cost Center Water:	\$663.69
RIN0029258 ENERGY - ELECTRICITY	\$42,627.24
RIN0029258 ENERGY - ELECTRICITY	\$8,342.64
Subtotal for Cost Center Water Treatment Plant:	\$50,969.88
Vendor Subtotal:	\$190,462.84

SAM PARSON'S UPHOLSTERY

67635 REUPHOLSTER SEAT 151553	\$209.50
Subtotal for Cost Center Fleet Maintenance:	\$209.50
Vendor Subtotal:	\$209.50

SARAH BOYLE

RIN0029262 TRAVEL EXPENSE	\$25.74
Subtotal for Cost Center Police:	\$25.74
Vendor Subtotal:	\$25.74

SKYLAR HODGINS

RIN0029271 NOTARY PUBLIC APP FEE	\$30.00
Subtotal for Cost Center Human Resources:	\$30.00
Vendor Subtotal:	\$30.00

SMARSH, INC

AP000177013119 ARCHIVING-INV00460098	\$1,716.00
Subtotal for Cost Center Finance:	\$1,716.00
Vendor Subtotal:	\$1,716.00

SPECTRA VENUE MANAGEMENT

0000997-IN CHILI SKATE NIGHT CATERING	\$1,050.00
Subtotal for Cost Center Human Resources:	\$1,050.00

Bills & Claims

City of Casper

02/06/2019 to 02/19/2019

MANAGEMENT

Vendor Subtotal: \$1,050.00

SPORT & FITNESS INC

8780/05956 FITNESS EQUIPMENT \$19,646.53

Subtotal for Cost Center Perpetual Care: \$19,646.53

Vendor Subtotal: \$19,646.53

**STATE OF WY. - OFFICE OF
STATE LANDS & INVEST**

RIN0029267 CWSRF#77 PRINCIPAL PAYMENTS \$140,172.28

Subtotal for Cost Center Balefill: \$140,172.28

Vendor Subtotal: \$140,172.28

**STELLAR PROGRAMMING &
CONSULTING**

2470 PROGRAMMING FOR CR SYSTEM \$1,187.50

Subtotal for Cost Center Refuse Collection: \$1,187.50

Vendor Subtotal: \$1,187.50

SWI, LLC

8155.1 FENCING \$9,480.00

Subtotal for Cost Center Balefill: \$9,480.00

Vendor Subtotal: \$9,480.00

TRETO CONST.

MWAED01 RETAINAGE 17-031 -\$18,303.36

Subtotal for Cost Center Capital Projects - Streets: -\$18,303.36

MWAED01 #17-031 MIDWEST AVE - DAVID TO \$50,000.00

Subtotal for Cost Center Streets: \$50,000.00

MWAED01 #17-031 MIDWEST AVE - DAVID TO \$133,033.63

Subtotal for Cost Center Water: \$133,033.63

Vendor Subtotal: \$164,730.27

TWEED'S WHOLESALE

370756 SUPPLIES \$560.12

369231 SUPPLIES \$315.45

Subtotal for Cost Center Recreation: \$875.57

Bills & Claims

City of Casper

02/06/2019 to 02/19/2019

	Vendor Subtotal:	\$875.57
ULTRAMAX AMMUNITION	169219 AMMO	\$1,760.00
	Subtotal for Cost Center Police:	\$1,760.00
	Vendor Subtotal:	\$1,760.00
UNITED RENTALS (NORTH AMERICA) INC.	16555245-001 TRAILER MOUNTED AIR COMPRESSOR	\$22,375.00
	Subtotal for Cost Center Refuse Collection:	\$22,375.00
	Vendor Subtotal:	\$22,375.00
WARDWELL WATER & SEWER DISTRICT	RIN0029274 BOOSTER IRRIGATION	\$14.32
	Subtotal for Cost Center Water Treatment Plant:	\$14.32
	Vendor Subtotal:	\$14.32
WEST PLAINS ENGINEERING, INC.	BC18002-001004 POPLAR ST BRIDGE LGHTNG 17-085	\$200.00
	Subtotal for Cost Center Parks:	\$200.00
	Vendor Subtotal:	\$200.00
WESTERN PLAINS LANDSCAPING	1470-R RETAINAGE TO BANK 14-070	\$13,774.31
	Subtotal for Cost Center Capital Projects - Engineering:	\$13,774.31
	Vendor Subtotal:	\$13,774.31
WESTERN PLAINS LANDSCAPING LLC.	20550 MARION KREINER SPLASH PAD 14-0	\$23,477.86
	Subtotal for Cost Center Aquatics:	\$23,477.86
	Vendor Subtotal:	\$23,477.86
WESTERN STATES FIRE PROTECTION	WSF181370 ANN FIRE ALARMS DWB 2018	\$491.50
	Subtotal for Cost Center Waste Water:	\$491.50

Bills & Claims

City of Casper

02/06/2019 to 02/19/2019

	Vendor Subtotal:	\$491.50
WINTERS, REVA/JAMES	0032542507 UTILITY REFUND	\$48.94
	Subtotal for Cost Center Water:	\$48.94
	Vendor Subtotal:	\$48.94
WY. DEPT. OF TRANSPORTATION	0000106767 #17-085 POPLAR ST BRIDGE/BNSF	\$21.73
	Subtotal for Cost Center Parks:	\$21.73
	Vendor Subtotal:	\$21.73
WY. DEPT. OF WORKFORCE SVCS.	RIN0029281 UNEMPLOYMENT INSURANCE	-\$186.59
	Subtotal for Cost Center Balefill:	-\$186.59
	RIN0029281 UNEMPLOYMENT INSURANCE	-\$1.78
	Subtotal for Cost Center Casper Events Center:	-\$1.78
	RIN0029281 UNEMPLOYMENT INSURANCE	\$645.00
	Subtotal for Cost Center Cemetery:	\$645.00
	RIN0029281 UNEMPLOYMENT INSURANCE	\$72.18
	Subtotal for Cost Center Hogadon:	\$72.18
	RIN0029281 UNEMPLOYMENT INSURANCE	-\$9.94
	Subtotal for Cost Center Parks:	-\$9.94
	Vendor Subtotal:	\$518.87
WY. MACHINERY CO.	S1892001 CAT LANDFILL COMPACTOR	\$564,332.64
	Subtotal for Cost Center Balefill:	\$564,332.64
	Vendor Subtotal:	\$564,332.64
WY. PEACE OFFICERS ASSOC.	2019 MEMBERSHIP RENEW	\$20.00
	Subtotal for Cost Center Communications Center:	\$20.00
	2019 MEMBERSHIP RENEW	\$190.00

Bills & Claims

City of Casper

02/06/2019 to 02/19/2019

Subtotal for Cost Center Police: \$190.00

Vendor Subtotal: \$210.00

YOUTH CRISIS CENTER CORP.

2018/2019 FY19 1ST QTR AGENCY FUNDING \$15,000.00

RIN0029277 ORPHANDED CAP FUNDING \$6,718.50

Subtotal for Cost Center Capital Projects - City Mgr: \$21,718.50

Vendor Subtotal: \$21,718.50

Grand Total **\$3,243,958.82**

Approved By

On

CITY of CASPER, WYOMING
 BILLS and CLAIMS ADDENDUM
 Council Meeting
 02/19/19

Payroll Disbursements

2/4/19	FIRE PAYROLL	\$ 187,434.47
2/4/19	BENEFITS & DEDUCTIONS	\$ 31,967.32
2/7/19	CITY PAYROLL	\$ 1,042,248.26
2/7/19	BENEFITS & DEDUCTIONS	\$ 195,039.55
2/14/19	FIRE PAYROLL	\$ 159,778.99
2/14/19	BENEFITS & DEDUCTIONS	\$ 28,004.95

Total Payroll \$ 1,644,473.54

Additional Fees

Total Fees \$ -

Additional Accounts Payable

1/31/19	Prewrits - utility refunds/petty cash/travel reimbursements	
	Larry/Carmalita Buntin	\$ 42.52
	First Interstate Bank - Petty Cash	\$ 80.00
	Ken Holloway	\$ 14.72
	Iza Hill	\$ 22.25
	Ginger Jenkins	\$ 7.11
	Kiley Cecil	\$ 75.90
	Dan Melton	\$ 23.16
	Tim Cortez	\$ 65.52
2/19/19	Tyler Software Wire	\$ 4,200.00
	Tyler Software Wire	\$ 1,544.94

Total Additional AP \$ 6,076.12

February 8, 2019

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

FROM: Liz Becher, Community Development Director *LB*

SUBJECT: Establish Date of Public Hearing for Consideration of an Ordinance approving a plat creating the Cabin Creek Estates No. 4 Addition.

Meeting Type & Date:

Regular Council Meeting, February 19, 2019.

Action Type:

Establish date of public hearing.

Recommendation:

That Council, by minute action, establish March 5, 2019 as the date of public hearing for consideration of an Ordinance approving a plat creating the Cabin Creek Estates No. 4 Addition.

Summary:

Cabin Creek Golf, LLC and Brandon Dorn have applied for a vacation and replat of a single, vacant lot located in the Cabin Creek Estates No. 3 Subdivision, to create the proposed Cabin Creek Estates No. 4 Subdivision. Cabin Creek Estates No. 4 also consists of a single, undeveloped lot located directly adjacent to the east side of the Paradise Valley Country Club. The property in question is zoned PUD (Planned Unit Development), as are all properties surrounding it. The purpose of the vacation and replat is to reconfigure the existing lot by vacating the southern fourteen (14) feet, more or less, (side) portion, and by extending the western (rear) portion by approximately twenty-plus (20) feet. The newly configured lot will be approximately 9,674 square feet in area, which is consistent with the relative size of the surrounding lots. The PUD (Planned Unit Development) zoning district does not have a minimum lot size requirement.

The Planning and Zoning Commission voted to unanimously support the plat after a public hearing on January 17, 2019. No public comments were received. A notice of public hearing will be published in the Casper Star-Tribune advertising the City Council public hearing. All public hearings are also advertised on the City's website (casperwy.gov), and notices are mailed to all property owners within three hundred (300) feet.

Financial Considerations:

Not applicable.

Oversight/Project Responsibility:

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

Attachments:

Location Map

Proposed Replat Creating Cabin Creek Estates No. 3, Lot 1A



January 25, 2019

MEMO TO: J. Carter Napier, City Manager JCJ

FROM: Fleur Tremel, Assistant to the City Manager/City Clerk 77
Carla Mills-Laatsch, Licensing Specialist CML

SUBJECT: Establish the Public Hearing date for a transfer of ownership for Retail Liquor License No. 28, from Caputa's Catering, LLC, d/b/a Prime Time, Located at 4370 South Poplar to Propper Management, LLC, d/b/a Sunrise Lanes, Located at 4370 South Poplar.

Meeting Type & Date
Regular Council Meeting
February 19, 2019

Action type
Establish Public Hearing
Minute Action

Recommendation
That Council, by minute action, establish March 5, 2019 as the Public Hearing date for a transfer of ownership for retail liquor license No. 28 from Caputa's Catering, LLC, d/b/a Prime Time, located at 4370 South Poplar to Propper Management, LLC, d/b/a Sunrise Lanes, Located at 4370 South Poplar.

Summary
An application has been received for a transfer of ownership for Retail Liquor License No. 28 from Caputa's Catering, LLC, d/b/a Prime Time, located at 4370 South Poplar to Propper Management, LLC, d/b/a Sunrise Lanes, Located at 4370 South Poplar. If this transfer is approved, the transfer will be effective April 1, 2019. The current owner of Sunrise Lanes has been in business for 15 years and would like to pursue other opportunities.

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

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

Financial Considerations

No Financial Considerations

Oversight/Project Responsibility

Carla Mills-Laatsch, Licensing Specialist

Attachments

None

February 6, 2019

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

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

SUBJECT: Establish the Public Hearing Date for a New Bar and Grill Liquor License No. 11 for 71 SE Wyoming Blvd, LLC d/b/a The Horse Palace, Located at 71 SE Wyoming Boulevard.

Meeting Type & Date

Regular Council Meeting
February 19, 2019

Action type

Establish Public Hearing
Minute Action

Recommendation

That Council, by minute action, establish March 5, 2019 as the Public Hearing date for a new Bar and Grill License No. 11 for 71 SE Wyoming Blvd, LLC d/b/a The Horse Palace, located at 71 SE Wyoming Boulevard.

Summary

An application has been received for a new Bar & Grill Liquor License for 71 SE Wyoming Blvd, LLC d/b/a The Horse Palace, located at 71 SE Wyoming Boulevard. If this bar and grill liquor license is approved, it will be effective starting with the new liquor license period on April 1, 2019. The City has fourteen bar and grill licenses, currently nine are assigned.

Bar and grill licenses shall be subject to the provisions of Sections 5.08.260 and 5.08.280(D) to the same extent that those provisions are applicable to restaurant liquor licenses.

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

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


Financial Considerations

No Financial Considerations

Oversight/Project Responsibility
Carla Mills-Laatsch, Licensing Specialist

Attachments
None

February 8, 2019

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

FROM: Will Chambers, Deputy City Attorney

SUBJECT: Abandoned Vehicle Ordinance Revision

Meeting Type and Date:
Regular Council Meeting
February 19, 2019

Action Type:
Establish Public Hearing

Recommendation:
That Council, upon conducting the public hearing and first reading, pass an Ordinance amending Chapter 10.60 of the Casper Municipal Code relating to abandoned vehicles.

Summary:
Current Casper Municipal Code Section 10.60, regarding abandoned vehicles, while generally mirroring Wyoming State Statutes, contains some archaic, inapplicable, and cumbersome language. The proposed ordinance change addresses some of these in an attempt to streamline and simplify the removal of abandoned vehicles from City streets. These changes do not address junk vehicles on private property, as those are covered by other Code sections and handled by the Code Enforcement Department.

References to “impounding” a vehicle have been changed to “removing” a vehicle since they will be towed to wrecker company storage lots, not a secure police impound. Similarly, references to storing them in the City garage have been removed since such a storage facility no longer exists.

The criteria for determining whether a vehicle is abandoned have been clarified in proposed section 10.60.080A by adding language that reinforces the concept that factors beyond a vehicle being inoperative and unlicensed enter into a presumption of abandonment. These include obvious signs of inoperability, the fact that a vehicle has not been moved for a significant time, and other factors that may be observed by a City Officer. References to “motor vehicle” will be changed to “vehicle,” including in 10.12.020 requiring display of state required vehicle registration so that it is clear that trailers are also covered by these ordinances.

Financial Considerations:
None

Oversight/Project Responsibility:
Keith McPheeters, Police Chief
Will Chambers, Deputy City Attorney

ORDINANCE NO. 5-19

**AN ORDINANCE AMENDING CHAPTER 10 OF THE CASPER MUNICIPAL CODE
PERTAINING TO ABANDONED VEHICLES**

WHEREAS, the presence of abandoned vehicles on the streets of the City of Casper is a detriment to the health, welfare, and safety of the public; and,

WHEREAS, the removal of abandoned vehicles will be better accomplished with the aid of a more clearly worded ordinance pertaining thereto.

NOW, THEREFORE BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That Chapter 10 of the Casper Municipal Code is hereby amended as follows:

Chapter 10.12.020 State registration and licensing required.

It is unlawful for any person to own or operate a ~~motor~~ vehicle upon the public streets, alleys or highways of the city without first having registered the vehicle, obtained a license therefore and affixed thereto such license plates as are required, all in accordance with the applicable laws of the state pertaining to the licensing and registering of ~~motor~~-vehicles, as such laws now exist and as the same may from time to time be amended.

Chapter 10.60 – ~~IMPOUNDMENT AND~~ REMOVAL OF ABANDONED VEHICLES

• **Article I. - General ~~Impoundment~~ Removal Procedures**

Pursuant to W.S. 31-13-103, the following Code provisions are adopted.

10.60.010 – Authorization to remove and store vehicles.

Whenever any police officer finds a vehicle unattended upon any street, alley or other public property where such vehicle constitutes an obstruction to traffic or for other reasons set forth in Section 10.60.020, such officer is authorized to provide for the removal of such vehicle to the nearest city garage or other place of safety designated by the chief of police or his appointed authority, at the expense of the registered owner thereof.

(Prior code § 24-116)

10.60.020 – Circumstances requiring removal of vehicle.

Members of the police department are authorized to remove a vehicle from a street or highway or restricted parking area to the city garage or other place of safety under the circumstances hereinafter enumerated:

A. When any vehicle is left unattended upon any bridge or viaduct or in any subway, where such vehicle constitutes an obstruction to traffic;

B. When a vehicle upon a highway is so disabled as to constitute an obstruction to traffic and the person or persons in charge of the vehicle are by reason of physical injury incapacitated to such an extent as to be unable to provide for its custody or removal;

C Reserved;

D. When the driver of such vehicle is taken into custody by the police department and such vehicle would thereby be left unattended upon a street, highway or restricted parking area;

E. When such vehicle is found being driven on the streets or highways and is not in proper condition to be driven;

~~6. When a driver, owner or person in charge of such vehicle, while driving or in charge of such vehicle, or while such vehicle was parked or stopped, has received a notice to answer to a charge against him for violation of the provisions of this title or other traffic ordinances, and such driver, owner or person in charge has failed to appear and answer to such charge;~~

~~B. Any vehicle may be impounded in the city garage, if voluntarily agreed to by the owner thereof, upon the suspension of any fine or other penalty imposed against the driver or owner by the municipal court for a violation of a traffic ordinance;~~

~~C. Any violator taken into custody pursuant to the provisions of this title or other city ordinances prohibiting driving when under the influence of intoxicating liquor may at the discretion of the proper authority be released without posting bond if he agrees to the impounding in the city garage of the vehicle owned and driven by him to insure his appearance in the municipal court to answer the charges against him, and pay such fine as may be assessed against him.~~

(Prior code § 24-117)

(Ord. No. 10-11, § 1, 3-1-2011)

10.60.030 – Private wrecker service and places of ~~impoundment~~ **storage** – Charges set by council resolution.

The chief of police is authorized to provide for the removal of vehicles under this chapter by private wrecker services and to provide for places of ~~impoundment~~ **storage**. No vehicle ~~impounded~~ **removed** under this chapter shall be released therefrom until such charges for towing such vehicle into storage and storage charges have been paid by the registered owner thereof. The charge for towing, storage or removal of such vehicle shall be fixed by the city council by resolution from time to time; provided, however, that when in the judgment of the chief of police a vehicle has been ~~impounded~~ **removed** through no fault of the owner, and where the levying of such charges would be unjust, such towing, storage and removal charges shall be paid out of the city's general fund if such charges were incurred through the towing, storage or removal by a private service.

(Prior code § 24-118)

10.60.040 – Notice to owner.

Whenever an officer removes a vehicle from a street as authorized in this chapter and the officer knows or is able to ascertain from the registration or other records in the vehicle or otherwise the name and address of the owner thereof, such officer shall immediately give or cause to be given notice in writing to such owner of the fact of such removal, the reasons therefor and of the place to which such vehicle has been removed.

(Prior code § 24-119)

10.60.050 – Procedure when owner unknown.

Whenever an officer removes a vehicle from a street under this chapter and does not know and is not able to ascertain the name of the owner, or for any other reason is unable to give the notice to the owner as hereinbefore provided, and in the event the vehicle is not returned to the owner within a period of three days, then and in that event the chief of police may consider that the vehicle may have been stolen and shall immediately send or cause to be sent a written report of such removal by mail to the state department, whose duty it is to register vehicles. Such notice shall include a complete description of the vehicle, the date, time and place from which removed, the reasons for such removal, and name of the garage or place where the vehicle is stored, with the request that the owner of such vehicle be notified immediately.

(Prior code § 24-120)

10.60.060 – Disposal of vehicles.

~~Any vehicle impounded pursuant to this chapter and left unattended~~ **Any vehicle left unattended** on public or private property without the express consent of the owner or person in lawful possession or control of such property, for a period in excess of five days, shall be deemed to be abandoned and shall be disposed of in the manner provided in this chapter.

(Prior code § 24-121)

Article II. – Abandoned Vehicles

10.60.070 – Prohibited where – Exceptions – Removal procedure.

- A. No person shall abandon a vehicle on the streets, alleys or public property of the city.
- B. Reserved.

C. Any police officer who has reasonable grounds to believe that a vehicle has been abandoned may remove the vehicle, or cause it to be removed at the expense of the owner.

~~to the nearest place of impoundment provided for by the county or the sheriff of the county.~~ Removal of an abandoned vehicle from private property shall be upon the written request, upon a form prescribed by the department of revenue, of the owner or person in lawful possession or control of the property. The police department shall immediately send, or cause to be sent, a written report of such removal to the department of revenue, which report shall include a description of the vehicle, the date, time and place of removal, the grounds for removal and the place of impoundment of such vehicle.

D. For purposes of this section, a vehicle shall be presumed to be abandoned if it is left unattended on a street, alley or other public ground for more than twenty-four hours after a notice of intent to ~~impound~~ **remove** has been placed on it pursuant to paragraph E of this section, or private property without express consent of the owner or person in lawful possession or control of the property more than five days after a notice of intent to ~~impound~~ **remove** has been placed on it pursuant to paragraph E of this section.

E. A notice of intent to ~~impound~~ **remove** an abandoned vehicle by a police officer shall be placed in a prominent position on a vehicle when a police officer reasonably believes it is abandoned. The notice of intent shall remain on the vehicle at least twenty-four hours prior to removal by a police officer if abandoned on a street, alley, or any other public ground, and five days if abandoned on private property.

(Prior code § 24-121.1)

(Ord. No. 10-11, §§ 2, 3, 3-1-2011)

10.60.080 – Abandonment presumed when – Exceptions.

A. For the purpose of this section, a vehicle shall be presumed to be abandoned if it is in an inoperable condition and is not currently registered, **or shows other indicia leading a reasonable person to believe the vehicle has been abandoned, including, but not limited to obvious signs of inoperability such as flat or missing tires, obvious mechanical defects, the accumulation of weeds or detritus around the vehicle, or the fact that the vehicle is not parked within one hundred (100) feet of the registered owner's address and has not moved for a period of five (5) days or more.**

B. This section and the provisions contained in this code concerning storage of wrecked, disabled vehicles and junk, shall not apply to:

1. Antique or historic motor vehicles as defined in Section 31-1-101 of the Wyoming Statutes; provided same are licensed pursuant to Section 31-3-102 of the Wyoming Statutes;

2. Vehicles kept in an enclosed garage or storage building; provided same are not visible from any other land or public way;

3. Vehicles used for riprap on rivers, streams or reservoirs, or for erosion control;

4. Vehicles used for educational or instructional purposes at any public school;

5. Vehicles or junk in the custody of the city being stored pending disposal;

6. Vehicles and junk at junkyards which are licensed under, and in compliance with, the laws of the city.

(Ord. 19-86, 1986: prior code § 24-121.2)

10.60.090 – Storage and towing fees set by council resolution.

All storage and towing fees shall be established by the city council by resolution.

(Prior code § 24-121.4)

10.60.100 – Disposal of vehicles.

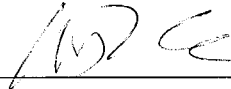
All abandoned vehicles ~~impounded~~ removed under the provisions of this chapter may be disposed of in accordance with Section 31-13-106 et seq., of the Wyoming Statutes, 1977, as amended.

PASSED on 1st reading the _____ day of _____, 2019.

PASSED on 2nd reading the _____ day of _____, 2019.

PASSED, APPROVED, AND ADOPTED on third and final reading the _____ day of _____, 2019.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Charles Powell
Mayor

February 7, 2019

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

FROM: John Henley, City Attorney *JH*
Wallace Trembath, Deputy City Attorney *W. T.*
Andrew Beamer, Public Services Director *AB*
Liz Becher, Community Development Director *LB*
Thomas Pitlick, Finance Director *TP*
Keith McPheeters, Police Chief *KM*
Tom Solberg, Fire Chief *MS*
Tracey Belsler, Support Services Director *TB*
Zulima Lopez, Risk Manager *ZL*
Tim Cortez, Parks Director *TC*

SUBJECT: Wireless Community Facility Ordinance Update and Cost Study Implementation Approval

Meeting Type & Date

Regular Council Meeting
February 19, 2019

Action type
Ordinance

Recommendation

That Council, by ordinance adopt and approve: 1) The *Final Report: Right-of-Way Small Wireless Facility Implementation Cost Study and Fee Structure Development Report for the City of Casper*, dated January 30, 2019; 2) the *Small Wireless Facilities Recommended Requirements for the City of Casper, Wyoming*, dated January 30, 2019.

Summary

Last year, Council passed an ordinance updating section 17.12.124 of the Casper Municipal Code (*Wireless Communication Facilities Regulations*). Later, on September 27, 2018, the FCC released a *Declaratory Ruling and Third Report and Order* (“Order”) that limits state and local management of wireless communication facilities, and the associated fees for use of the rights-of-way and public property in the rights-of-way. The Ruling and Order took effect on January 14, 2019.

Based on the Order, the City needed to perform a cost study and develop implementation recommendations to determine its reasonable, non-discriminatory fees for use of its rights-of-way. On December 11, 2018, Council approved a contract with Thomas F. Duchon & Associates, Inc., d/b/a River Oaks Communications Corporation (“Consultant”) to perform that work. The Consultant has completed the cost study and implementation recommendations, both of which are

attached for your consideration. Consultant analyzed the planned program requirements, its direct and indirect costs associated with the new planned activities associated with each phase of the program and established fees to cover the cost of necessary program tasks to meet the future needs of the small wireless facilities program.

Members of each City department reviewed the cost study and implementation recommendations. All City departments concur with both, and recommend their adoption and implementation.

Financial Considerations

Adoption of the cost study may allow the City to recover its reasonable, non-discriminatory costs of having small wireless facilities in its rights-of-way, instead of accepting the FCC's presumptively reasonable amounts, which are far less.

Oversight/Project Responsibility

Varies, as small cell deployment impacts many City Departments.

Attachments

- 1) Ordinance
- 2) Final Report: Right-of-Way Small Wireless Facility Implementation Cost Study and Fee Structure Development Report for the City of Casper, dated January 30, 2019
- 3) Small Wireless Facilities Recommended Requirements for the City of Casper, Wyoming, dated January 30, 2019



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Final Report

RIGHT-OF-WAY SMALL WIRELESS FACILITY IMPLEMENTATION COST STUDY AND FEE STRUCTURE DEVELOPMENT REPORT FOR THE CITY OF CASPER

Prepared by

CBG Communications, Inc.
Tom Robinson, President
Krystene Rivers, Research Associate

and

River Oaks Communications Corporation
Bob Duchen, Vice President

January 30, 2019

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SMALL WIRELESS FACILITY (SWF) COST REVIEW

I. INTRODUCTION AND BACKGROUND

At the request of the City of Casper (“City”), CBG Communications, Inc. (“CBG”), working in conjunction with River Oaks Communications Corporation (“River Oaks”), developed the City’s Small Wireless Facility (“SWF”) Installation and Maintenance Recommended Requirements and Procedures, as well as conducted an analysis of the City’s planned Small Wireless Facility Program including implementation of: Small Wireless Facility License Agreements, Site/Location Plan Reviews, Design Specifications and Placement Requirements, the Permit to install a SWF in the ROW, an Annual ROW Maintenance Use Fee and other fees necessary to recover costs associated with the SWF Program.

In keeping with advances in technology, the City is moving towards working with various wireless providers in Wyoming to establish wireless communications facilities within the City. In working with wireless providers to establish wireless communications, the City is implementing various wireless communications programs including a Small Wireless Facility Program, in part due to the number of small cell facilities anticipated to be installed in the City’s rights-of-way. A small cell facility consists of compact wireless equipment that contains transceiver equipment and functions like cells in a wireless network, while providing a smaller coverage area (300 - 900 feet) as compared with a traditional macro cell (i.e., an antenna or antennas mounted on towers, rooftops, etc., that are on buildings and high above terrain).

Based on the planned implementation of the City’s Small Wireless Facility Program, CBG was able to analyze the planned program requirements, its direct and indirect costs associated with the new planned activities associated with each phase of the program and establish applicable fees to cover the cost of necessary program tasks to meet the future needs of the SWF Program requirements. As part of CBG’s analysis, we reviewed permitting and inspection activity currently being performed by City Departments and Staff, such as: Wireless Communication Facility Application and Permitting, Community Development Permitting and Inspections, Public Services Permitting and Inspections, Code Compliance Inspections, and many others. CBG’s analysis included the review of permits required as outlined in the City Code (Title 12) as well as current ROW Management activities for which recovery of costs should be attained through the currently established permits.

The study described in this document focuses on the City’s anticipated costs to manage the Small Wireless Facility Program in the ROW, and the fees recommended are intended to recover those costs. CBG used the City’s Adopted 2019 financial figures (Fiscal Year July 1, 2018 to June 30, 2019) as a basis for its costs review, unless otherwise noted.

Specifically, CBG reviewed the City’s SWF Program operations and activities, including but not limited to: administration, regulations, registration and applications, reporting requirements, mapping and data submission policies, and bonding and insurance requirements, as well as associated rights-of-way use and work requirements related to: small wireless facility license agreement package-related activities; standard design review and approval activities; site/location plan, drawing review and approval activities; installation application

review and approval activities; permitting and inspection activities; utility coordination activities; risk management activities; street and traffic obstructions; complaint and resolution activities; landscaping activities; customer service activities; emergency activities; Metropolitan Planning Organization (“MPO”) activities; street light, traffic and utility pole permitting and inspection activities; and other similar tasks.

Some of the following ordinances and associated permits were reviewed to assist in understanding the planning process and requirements established by the City that will also apply to the planned SWF Program. These included:

- A. Business Licenses and Regulations
- B. Health and Safety
 - 1. Premises – Health Requirements – Plan Approval
 - 2. Order to Comply
- C. Vehicles and Traffic
 - 1. Local Provisions relating to Rights-of-Way
- D. Streets, Sidewalk, and Public Places
 - 1. Curb Walks, Sidewalks, Curbs and Gutters
 - 2. Curb Cuts and Driveways
 - 3. Street Cuts, Excavations and Borings
 - 4. Erosion and Sediment Control
 - 5. Obstructions
 - 6. Trees and Shrubs
 - 7. Parks and Recreation
 - 8. Definitions
 - 9. Line and Grade Requirements
 - 10. Standard and Specifications Requirements
 - 11. Permitting and Inspection Requirements and Procedures
 - 12. Permit Bonding and Insurance Requirements
 - 13. Permit Fees and Procedures
 - 14. Emergency Procedures
 - 15. Traffic Report Requirements.
 - 16. Routing Traffic – Barriers and Safety Lights
 - 17. Street Closure Permit Requirements
 - 18. Protection of Existing Improvements
 - 19. Construction and/or Reconstruction Requirements
 - 20. Construction – Jurisdiction, Ownership and Observation
 - 21. Performance of Work Requirements
- E. Public Services
 - 1. Utilities Administration
 - 2. Water
 - 3. Wastewater
 - 4. Gas
 - 5. Stormwater

- F. Building and Construction
 - 1. Building Permits
 - 2. Contractor Licensing
 - 3. Construction Regulations
 - 4. Wire, Pole and Service Line Restrictions
 - 5. National Electrical Safety Code

- G. Zoning
 - 1. Purpose and Title
 - 2. Definitions
 - 3. General, including but not limited to:
 - a. Nonconforming structures
 - b. Fences, walls, hedges, shrubs, trees, accessory building and accessory uses
 - c. Wireless Communications Facilities Regulations
 - d. Site plans
 - e. Planning meetings
 - f. Conditional use permits, petition procedure and hearing procedure
 - 4. Establishment of Zoning Districts
 - 5. Planned Unit Development
 - 6. Park-Historic
 - 7. Hospital
 - 8. General Business
 - 9. Historic Overlay
 - 10. Educational District
 - 11. Soil Management Overlay
 - 12. Signs
 - 13. Parkway Standards and Use Restrictions
 - 14. Landscaping
 - 15. Buffering

The primary outcome of the study is a series of worksheets and tables that show the detail of the data inputs, cost calculations, adjustments, time estimates, service activity, and recommended fees for the planned Small Wireless Facility Program. This report summarizes the results of the study, presents the primary activities of the Small Wireless Facility Program, details some of the program Site Plan placement requirements and Design Specification Recommendations, as well as a review of other applicable ordinances that will also be required throughout the Program's implementation (see Section VI). As a summary document, this report is not intended to provide all of the details related to the study process or outcomes, nor the entire Small Wireless Facility Program. A separate report, including a Process Flow Chart and SWF Requirements and Procedures, is being concurrently provided to the City.

A. General Fee Principle

User fee services are those services performed by a governmental agency (or agencies) on behalf of a private citizen or group. The assumption underlying most fee recommendations is that costs of services benefiting individuals, and not society as a whole, should be borne by the individual

receiving the benefit. Setting user fees, therefore, is equivalent to establishing a price for services, but making a profit is not an objective for local government in providing services. Therefore, fees should be established at a level that will recover the cost of providing each service, no more and no less.

The purpose of a user fee study is to determine the full cost of services offered by the agency (or agencies) for which user fees are currently being charged or could be charged. The costs we developed are based on direct costs of personnel involved, plus identified specific support and overhead costs (indirect costs).

B. Key Study Assumptions

Time Estimates

Due to the time constraints of the cost study, an actual time-tracking approach was not feasible or possible. Alternatively, our fee models use standardized, average, or estimated times for the completion of small wireless facility program-related tasks. This cost study approach meets a standard of reasonableness with regard to the direct connection between the fees and the cost of services, particularly over the course of multiple projects and projected over a full calendar year.

In the study for the City, we relied upon time estimates prepared by knowledgeable staff and managers. This approach is reasonable and appropriate, because the experienced staff and managers of the City are the preeminent experts on the subject of work requirements in the City, particularly considering the unique level of service and staff capabilities in the City. There are no other sources of information that are currently qualified to reliably supplant the time estimates provided by the City.

The time estimates provided by the City underwent an internal review process until all parties were satisfied that the estimates reflected the expected time planned to be conducted in the SWF Program. City staff was also asked to consider each time estimate until they were certain that the estimates reflected the activities to be performed by each Department and Division. At the beginning of the study, CBG and River Oaks had asked Department and Division staff members to provide estimates that represented similar standard projects - without skewing for "best-case" and "worst-case" scenarios, and City staff was asked to utilize this approach to make certain the individual staff time estimates were reasonable and average.

Recommended Fees

Normally, CBG recommends that a City increase (or decrease) most fees to the "full cost" level to maximize cost recovery, since this is the predominant City goal. However, the City Council is the ultimate decision-maker regarding the level of individual fees, and they will set fees after considering a variety of related factors, including policy decisions and City staff input. Consequently, we anticipate that City staff may further modify the fee levels from our recommendations to accommodate policies or due to circumstances unknown to CBG at the time of our study.

Multi-Year Fee (Updates)

CBG developed the fee analysis based upon the FY 2019 adopted budget provided by the City. Once fees are implemented, we recommend the City update the fee schedules periodically to account for changes in costs over time. In order to ensure that the City receives appropriate fee increases that reflect the actual growth in cost, the City can employ any of the following three methods:

- Update the Fee Model Annually through an annual cost study. This is highly recommended after the first year of the SWF Program, since this will be the first year that actual time and costs directly related to the planned program will be available.
- Apply CPI Factors Annually.
- Update City Labor Costs – The City can insert into the rate schedule a fee increase factor that is based upon known and anticipated labor costs and increases, such as programmed cost of living raises, contracted services agreements, salary step increases, benefit increases, and other salary or benefit enhancements.

II. SMALL WIRELESS FACILITY COST RECOVERY ANALYSIS

In order to determine an appropriate cost recovery, it was first necessary to determine the City's planned SWF costs. After reviewing pertinent Ordinances/City Code Sections and various City planning procedures, permitting and inspection processes, and small wireless facility procedures and policies, and after interviews with staff, CBG developed the following outline of cost recovery categories:

A. SWF Cost Recovery Categories

City Costs Reviewed by Department

Public Services Department

- **Director of Public Services/City Engineer**
- **Public Services Engineers (3)**
- **Public Services Engineer Technicians (3)**
- **Public Services Administrative Assistants (2)**
- **Public Utilities Manager**
- **Public Utilities Administrative Technician**
- **Streets and Traffic Manager**
- **Regional Water Manager**
- **Regional Water Administrative Technician**
- **Sewer Manager**

City Attorney's Office

- **City Attorney**
- **Deputy City Attorney**
- **Executive Legal Assistant**

City Manager's Department

- **City Manager**
- **Assistant to the City Manager**
- **City Clerk**
- **Assistant City Clerk**

Community Development Department

- **Community Development Services Director**
- **Administrative Support Technicians (2)**
- **Building Inspections Supervisor (Code Compliance Officer)**
- **City Planning Coordinator**
- **Metropolitan Planning Organization Supervisor**
- **Permit Technician**

Support Services Department

- **Risk & Facilities Manager**
- **Building & Structures Supervisor**
- **Regional GIS Administrator**
- **GIS Specialist**

Parks Department

- **Parks Director**
- **Parks Supervisors (2)**
- **Keep Casper Beautiful Coordinator**

Financial Services Department

- **Financial Services Director**
- **Assistant Finance Director**

Additional Direct/Overhead

- For all of the Above - Materials, Equipment, Vehicle Use, etc.
- Personnel Overhead Costs – Pension, Healthcare, Fringe Benefits, etc.

Third Party/Other Costs

- Consultant Fees (cost associated with SWF Management activities)
- Outside Counsel (costs associated with SWF Management activities)
- City Third Party Contractors and Engineers/Professional Services (costs associated with SWF Installation Projects in the City that require additional inspection and design expertise and oversight).¹
- Other Contracts or Outsourcing Costs (Publication, Copying, Equipment, Temporary Support, Permitting System, GIS System, IT support, other SWF-related Management Support Services, etc.).²

B. Direct Small Wireless Facility Activities and Costs

After discussion with various staff throughout the City’s Departments/Offices, it was determined that the focus for cost recovery associated with the City’s planned SWF Installation Program should be on direct departmental personnel and material costs related to the Small Wireless Facility License Package, Site Plan, and Design Review and Approval, the SWF Application for Permit to install in the ROW and associated inspection and maintenance activities, together with departmental and general City overhead costs related to the Small Wireless Facility Program.

¹ Costs for Planned Third Party Contractors and Engineering/Professional Services were not reviewed at this time but should be included as a direct passthrough cost to the Wireless provider if they choose to not include a required certified engineer during the planning and design process.

² At the time of the cost review, there were no direct costs in these categories associated with the planned SWF Program. As these costs are incurred and gathered, the City should include these costs in their fees as recoverable City costs.

An initial review indicated that by far the largest portion of the City's expenditures related to the activity generated by the planned SWF Program were in the City Attorney's Office, the Community Development Department, and the Public Services Department. The next largest expenditures were found in the City Support Services Department, Financial Services Department, Parks & Recreation, and the City Manager's Office. After this, lesser expenditures were found in the Fire Department and Police Department, and several other Divisions whose costs were minimal and not included in the overall costs allocated for full recovery.

Our review indicated that the City Attorney's Office and Public Services Department also perform contract development, evaluation and some management of street restorations for the City. As such, these activities were reviewed to help assess the impact the SWF-related Program construction will have on the base cost of street life recovery (degradation of the streets) and the City streets overall.

Small cell deployment is a new frontier to cities across the country as 5G technologies are deployed in coming years. The benefits of this deployment will include that small cell antennas will be able to transmit and receive data at much higher rates than current technologies, such as 4G cellular data systems, can achieve. The downside is that these antennas can only transmit and receive over distances measured in a few hundred feet compared to existing "macro cell" antennas that serve areas and distances measured in miles.

This means that an antenna will need to be placed on some form of vertical asset at or near every City intersection or even closer together based on obstacles that may hinder propagation of wireless signals. This obviously means numerous poles will need to be inspected, upgraded or replaced to make room for 5G deployment. This is the portion of small cell deployment that is more readily understood.

However, often overlooked is that each of the small cell antennas will need to have a fiber optic backhaul link installed in order to realize the full potential of each antenna. Latency and throughput requirements will both dictate that fiber optic backhaul must exist at all antenna locations, or at every pole utilized for Small Cell deployment.

In a dense downtown area such as in Casper, fiber optic cables will need to be installed, often underground, on at least 50% of all roadways. This means significant underground construction will likely be required prior to small cell activation. This equates to significant oversight, in addition to that related to the pole location, that will be required of the City's Public Services Department, including Water and Sewer Divisions.

Consequently, CBG recommends that the City consider implementing a degradation or street recovery fee in addition to its Street Cut fee to ensure that the Streets Division is able to keep up with the level of repair and restoration that the SWF-related installations may have on the City's 281 miles of streets that it maintains.

Time and Activity Reviewed

CBG and River Oaks, in conjunction with City staff, conducted a review of public and private utility ROW street activity, City-owned and non-City-owned street light and traffic light ROW activity, and utility pole ROW activities of the City Departments and Divisions listed above to determine the direct cost to the City for tasks that will be performed as part of the planned SWF Program. Five basic factors were considered for each Department/Office/Division:

1. Average amount of time on an hourly basis that Department/Office/Division personnel plan to spend on the review of a SWF License Agreement Package, an application for SWF site plan and design review and approval, a SWF installation permit review and approval, installation and closing inspections, annual SWF warranty tracking and review activities and other SWF management activities.
2. Departmental/Office/Division costs associated with the annual maintenance, review and management process of the SWF facilities installed in the ROW (percentage of time spent multiplied by the pertinent Departmental/Office personnel direct cost).
3. Any support and overhead costs incurred by the City during the licensing, permitting, review, inspection, administration and overall Small Wireless Facility Program (i.e., clerical support, equipment, supplies specifically for these tasks, etc.)
4. Other time and costs the City expends related to the SWF Facility Program (e.g., meetings, planning, on-site review and inspections and other types of SWF-related ROW activities, etc.)
5. Costs associated with professional services Contractors and third party Engineers that the City hires to conduct inspections, construction oversight, observations, etc., related to the planned SWF Program.

Using these factors as a guide, cost information was gathered from the different City Departments, Divisions and Offices with SWF Program responsibilities. The costs were found to be significant in the Community Development Department, Public Services Department, and the City Attorney's Office, and it was determined that they would be utilized in the calculations to develop the initial Small Wireless Facility License Agreement Package base fee, Application Permit Fee to install SWFs in the ROW, and an annual SWF Right-of-Way Use Fee. Additionally, costs associated with the planned SWF Program activities were also found in the City's Support Services Department, Financial Services Department, Parks & Recreation, and the City Manager's Office. Personnel and Support Services Department were also included in the SWF fee calculations.

CBG, through the cost analysis and review, initially identified a base cost incurred by the City for any applicant installing a SWF in the ROW. Then, as we continued to review and analyze the cost to develop the fees, it was determined that a base applicant site plan and design review and installation permitting fee should be developed that would cover one SWF and potentially an additional one that would be nearby. From there, we determined that the cost will increase based on additional activities needed to address the requirements for additional SWFs desired in the

ROW. Based on economies of scale, it was determined that the most efficient and effective way to recover the costs would be through establishing bulk permits based on applications for 3 to 6 sites and 7 to 10 sites. To recover costs after 10 sites, either another bulk application/permit or an additional single permit would need to be submitted for the SWF review process. In establishing the bulk application/permit fees, a midpoint was used to create a reasonable fee structure that recovers the City's costs. It also incentivizes wireless providers to apply for SWFs in a bulk manner, thus providing the City and the providers with the most cost efficient and effective way to install SWFs in the ROW.

Our review of other Departments and Offices with SWF-related activities (e.g., the Fire Department, Police Department, etc.) showed that the costs planned to be incurred initially were not enough to individually contribute to the SWF annual fee structure. For this reason, they were not included in the calculation of the fees. It should be noted that, because these departments/offices also provide citywide central services, their costs can be incorporated into the costs of the program as a portion of the indirect (overhead) cost allocable to the SWF Program in the future.

C. Indirect SWF Activities and Costs

The analysis, based on items 1-5 above, captured the costs directly attributable to the SWF installation oversight and management activities of the various City Departments. In addition to these direct costs, the City incurs indirect costs for the SWF program in other City Departments/Offices/Divisions through their support functions. In order to capture this group of indirect costs, CBG recommends that the City consider allocating applicable City support staff costs to the City Attorney's Office, the Community Development Department and the Public Services Department based on the percentage of SWF Program support needed related to the labor activity generated out of these Departments for SWF Program activities. The central services Departments/Offices/Divisions that were identified as those that would provide support for the City's SWF Program activities include the Human Resources Department, Fire Department and Police Department.

The allocation of central services costs (indirect support costs) in governmental accounting has been in use for many years. Through this methodology, CBG would be able to identify indirect costs that the City incurs related to its central services provided to its various offices and departments that have central support responsibilities. These central support services are provided by offices/departments whose principal role is central support of governmental functions (e.g., Fire, Human Resources, etc.). Currently, the City's annual accounting and budgeting process identifies and charges the appropriate accounts for each department's/office's direct costs for salaries, supplies, contracts, etc. However, the costs of central support services – the counterpart, for the City, of some “overhead” costs in the private sector – are not directly reflected as expenditures by the departments served because they are, in the nature of the case, incurred by other departments.

Identifying and calculating the various City Departments indirect central services costs, as they relate to SWF program activities, will allow the City to account accurately for the total cost it incurs to deliver any particular program or service to a non-City or City user group. That is, by including the indirect (overhead) costs for service delivery, as determined by the allocation of

task activity generated out of the City Attorney's Office, the Community Development Department, and the Public Services Department, the City can set user fees for consumers of City services, or claim reimbursements from users, at a level that reflects the City's true cost, direct and indirect, of providing the services.

Many municipalities conduct an annual citywide Central Services Analysis related to their support services to derive a Full Central Services Cost Allocation Plan (also known more commonly as CAP) to accurately set all their fees related to City services. The City may want to consider doing this to ensure full cost recovery from all users of City services.

D. Summary of Results

For each Small Wireless Facility Program task activity³, CBG calculated a specific unit cost. In short, we prepared individual fees based on City personnel task time and the associated hourly rates. By determining a per hourly cost rate to the City for each individual who will perform Small Wireless Facility Program tasks we were able to calculate the City's full cost recovery associated with a specific task as well as all Small Wireless Facility Program activity.

The results of the Cost analysis demonstrate the full cost of providing each of the planned Small Wireless Facility activities to be performed, including the Licensing, Planning, Permitting and Installation phases of the Small Wireless Facility Program. By analyzing the results for each Program activity, we identified the full cost-recovery level for the initial program. The following table illustrates the full costs associated with the program, including the Wireless Carrier Licensing, Site Plan and Design Specifications Review, Permitting and Installation, and Annual Use fee.

**Summary of Full Costs of the Small Wireless Facility Program
(all costs shown in 2019 dollars)**

Department	Full Cost to the City for Departments Reviewed	Full Cost Recovery for a SWF License, Construction Plan & Permit (1-2 Sites)	Full Cost Recovery for a SWF License, Construction Plan & Permit (3-6 Sites)	Full Cost Recovery for a SWF License, Construction Plan & Permit (7-10 Sites)
City Attorney's Office	\$440,945	\$6,290	\$6,290	\$6,290
Community Development Department	\$752,542	\$1,576	\$2,655	\$3,989
City Manager's Department	\$616,872	\$514	\$514	\$514
Financial Services Department	\$338,538	\$163	\$163	\$163
Parks and Recreation Department	\$479,871	\$575	\$636	\$783
Public Services Department	\$1,593,201	\$1,307	\$1,852	\$2,639
Support Services Department	\$479,955	\$401	\$651	\$865
Total	\$5,428,033	\$10,826	\$12,761	\$15,243

³ CBG reviewed the planned anticipated costs based on the actual costs of the current personnel involved and evaluated their activity based on current similar activities performed by the same personnel.

III. SMALL WIRELESS FACILITY PROGRAM COST AND ACTIVITY DISTRIBUTION BY DEPARTMENT

CBG's analysis identified the required SWF task activities in licensing, processing, reviewing, and implementing the services, as well as established the average percentage of time (labor) required to complete those tasks for each SWF Program Activity⁴. After the labor requirements were determined for each SWF-related activity, the direct labor costs⁵ for each SWF service were calculated.

From this analysis, CBG identified the following SWF Program activities related to each City Department/Office:

A. Public Services Department

As indicated above, because the Public Services Department ("PSD") Small Wireless Facility Program costs are a large part of the City's overall SWF costs, a detailed review was conducted of the Public Services Department's actual costs and projections as of FY 2019 related to personnel, operating and capital expenses utilized or anticipated for planned SWF activities. After review and analysis of all the information gathered, it was determined that appropriate SWF cost recovery could be accomplished by factoring in a portion of pertinent personnel salaries, operating and capital expenses as applicable, depending on the level of activity related to the projected SWF tasks.

CBG reviewed costs incurred in this Department related to planned SWF task activities to be performed for the required application process, permits, maintenance of the SWF, complaints, and SWF management and oversight (directly related to SWF users) of the warranty period regarding City street and sidewalk restoration requirements. Costs identified for SWF permit and user fees were derived from activities planned to be performed by the Public Services Director/City Engineer, Public Services Engineering staff (6), Administration Staff (2), Public Utilities Division Manager and Administrative Staff, and Regional Water and Sewer Manager.

Overall SWF activity costs were gathered from the PSD staff salaries. Cost allocations were determined utilizing FY 2019 financials and hourly task activity time related to licensing, planning, permitting/inspection activity, ground (and some aerial) installations/construction activity and oversight of installation and ongoing maintenance of small wireless facilities in the ROW.

The percentages of salaries used for the SWF Program cost recovery analysis have been developed based on information provided by the PSD staff concerning time that will be spent on permitting and associated inspection activity and oversight of ongoing installation/construction activities in the ROW.

⁴ As previously noted, CBG reviewed similar activities performed by City staff that will be implementing the SWF Program to determine hourly activity and costs applicable to the planned SWF Program.

⁵ As discussed previously in this report, CBG's analysis employs standardized or averaged timeframes for the completion of SWF-related tasks as prepared by knowledgeable City staff and managers. This approach meets a standard of reasonableness in regards to the linkage between the fees and the cost of services provided by the City.

The review categories for the *Public Services Department* included the following:

- *Engineering Division*
 - Public Services Director/City Engineer salary and task time allocation
 - Three Engineers salaries and task time allocation
 - Three Engineering Technicians salaries and task time allocation
 - Two Administrative Assistants salaries and task time allocation
- *Public Utilities Division*
 - Public Utilities Division Manager salary and task time allocation
 - Administrative Technician salary and task time allocation
- *Streets and Traffic Divisions*
 - Streets and Traffic Manager salary and task time allocation
 - Streets and Traffic Technician salary and task time allocation
- *Water and Sewer Waste Divisions*
 - Water Division Manager salary and task time allocation
 - Sewer Division Manager salary and task time allocation
- *For each Division (if applicable)*
 - Operational costs
 - Any capital equipment or capitalized operating expenses (such as system design and software) new or anticipated, plus the useful life, amortized cost of existing and planned equipment, specifically related to SWF activities.

The following charts summarize the cost and hours delineated from the review of personnel and the planned SWF Program activities occurring in the Public Services Department.

(see chart on next page)

Public Services Department Cost Summary of Personnel Reviewed (All Costs Shown in 2019 Dollars)		
2019 Adopted Budget		
	Salaried Personnel & Benefits ⁶	\$ 1,562,479
	Phone	2,940
	Vehicle	19,800
	Insurance & Bond	40,292
	Travel & Training	8,812
	Association Dues	4,094
	Office Supplies	6,225
	Books, Periodicals	602
	Technology	13,938
	Uniforms	869
	Bulk Fuel	3,912
	Safety Equipment	831
	Laundry & Towel Service	701
	Vehicle Supplies	840
	Miscellaneous Direct Costs	0
	Total Direct Costs	\$ 1,666,335
	Additional Direct Costs	\$19,000
	Total Public Services Department	\$1,685,335

⁶ All Benefits including Health, Dental, Life, Disability and Retirement are included in this Figure.

**Public Services Department
Summary of Staff Hours Allocated Per
Small Wireless Facility Program Task**

SWF Cost Study	Public Services Department Hours (1-2 Sites)	Public Services Department Hours (3-6 Sites)	Public Services Department Hours (7-10 Sites)
SWF License Agreement	3.0	3.0	3.0
SWF Site/Location Plan Review	4.25	6.5	10.0
SWF Design Specification Review	3.0	5.5	7.75
SWF Application for Permit to Install in the ROW	6.0	10.25	16.25
SWF Annual Maintenance Use Fee	3.75	3.75	3.75
Total	20.0	29.25	40.75

B. Community Development Department

Our review also showed that SWF Program tasks regarding licensing, site planning and design review, utility coordination, on-site reviews, meetings, violations, complaints, zoning issues and some inspection related to small wireless facilities in the ROW will be handled by the Community Development Department (“CDD”).

Overall SWF activity costs were gathered from the CDD staff salaries. Cost allocations and hourly task time for SWF program activities were determined related to planned SWF licensing, planning, zoning, ROW Management, application review meetings, wireless provider meetings, on-site review activities and activities related to the annual maintenance of small wireless facilities in the ROW. The percentages of salaries used for the SWF cost recovery analysis have been developed based on information provided by the CDD staff concerning time projected to be spent on SWF task activities and ongoing maintenance activities in the ROW.

The review categories for the *Community Development Department* included the following:

- Community Development Director Salary and task time allocation
- Community Development Administrative Support Technician salary and time allocation

- *Planning Division*
 - City Planner salary and task time allocation

- *Metropolitan Planning Organization (MPO) Division*
 - MPO Supervisor salary and task time allocation
 - Administrative Support Technician salary and task time allocation

- *Zoning and Code Inspection Division*
 - Code Enforcement Inspector salary and task time allocation
 - Permit Technician salary and task time allocation

- *For each Division (if applicable)*
 - Operational costs
 - Any capital equipment or capitalized operating expenses (such as system design and software) new or anticipated, plus the useful life, amortized cost of existing and planned equipment, specifically related to SWF activities.

The following charts summarize the cost and hours delineated from the review of personnel and the planned SWF Program activities occurring in the Community Development Department.

Community Development Department Cost Summary of Personnel Reviewed (All Costs Shown in 2019 Dollars)		
2019 Adopted Budget		
	Salaried Personnel & Benefits ⁷	\$ 686,396
	Phone	2,400
	Vehicle	9,000
	Insurance & Bond	20,617
	Travel & Training	13,255
	Association Dues	3,911
	Office Supplies	2,784
	Books, Periodicals	366
	Technology	2,635
	Uniforms	178
	Bulk Fuel	2,000
	Miscellaneous Direct Costs	0
	Total Direct Costs	\$ 743,542
	Additional Direct Costs	\$19,000
	Total Community Development Department	\$762,542

⁷ All Benefits including Health, Dental, Life, Disability and Retirement are included in this Figure.

**Community Development Department
Summary of Staff Hours Allocated Per
Small Wireless Facility Program Task**

SWF Cost Study	Community Development Department Hours (1-2 Sites)	Community Development Department Hours (3-6 Sites)	Community Development Department Hours (7-10 Sites)
SWF License Agreement	2.5	2.5	2.5
SWF Site/Location Plan Review	9.75	17.0	26.75
SWF Design Specification Review	8.75	17.5	26.25
SWF Application for Permit to Install in the ROW	0.75	1.5	2.5
SWF Annual Maintenance Use Fee	2.5	2.5	2.5
Total	24.25	41.0	60.50

C. City Attorney’s Office

CBG reviewed costs incurred in the City Attorney’s Office associated with the planned SWF program task activities, including licensing, meetings, negotiations, bonding, insurance requirements, legal review, City Council-related activities, complaints, administrative activities, support services, etc.

Overall SWF activity costs were gathered from the City Attorney’s Office staff salaries. Cost allocations and hourly task time were determined related to planned SWF licensing, planning, bonding, etc., and activities related to the ongoing management of small wireless facilities in the ROW. The percentages of salaries used for the SWF cost recovery analysis have been developed based on information provided by the City Attorney’s staff.

The review categories for the *City Attorney’s Office* included the following:

- City Attorney salary and task time allocation
- Deputy City Attorney salary and task time allocation
- Executive Legal Assistant salary and task time allocation

The following charts summarize the cost and hours delineated from the review of personnel and the planned SWF Program activities occurring in the City Attorney’s Office.

City Attorney's Office Cost Summary of Personnel Reviewed (All Costs Shown in 2019 Dollars)		
2019 Adopted Budget		
	Salaried Personnel & Benefits ⁸	\$ 390,623
	Phone	960
	Vehicle	5,400
	Insurance & Bond	6,831
	Travel & Training	8,250
	Office Supplies	1,470
	Association Dues	1,376
	Books, Periodicals	10,000
	Technology	4,020
	Total Direct Costs	\$ 428,930
	Additional Direct Costs	\$22,015
	Total City Attorney's Office	\$ 450,945

**City Attorney's Office
Summary of Staff Hours Allocated Per
Small Wireless Facility Program Task**

SWF Cost Study	City Attorney's Office Hours (1-2 Sites)	City Attorney's Office Hours (3-6 Sites)	City Attorney's Office Hours (7-10 Sites)
SWF License Agreement	83.0	83.0	83.0 ⁹
SWF Site/Location Plan Review	0.5	0.5	0.5
SWF Design Specification Review	0.5	0.5	0.5
SWF Application for Permit to Install in the ROW	0	0	0
SWF Annual Maintenance Use Fee	0	0	0
Total	84.0	84.0	84.0

⁸ All Benefits including Health, Dental, Life, Disability and Retirement are included in this Figure.

⁹ These hours include negotiation of a 10-year Licensing Agreement and City Council Approval.

D. City Support Services Department

CBG reviewed costs incurred by the City Support Services Department associated with Small Wireless Facility program task activities linked to risk management, GIS services, mapping, information services, support services, administrative activities, etc.

Overall SWF activity costs were garnered from the Support Services Department staff salaries. Cost allocations and hourly task time were determined related to planned SWF licensing, planning, bonding, insurance, mapping, complaints, etc., and activities related to the ongoing maintenance of small wireless facilities in the ROW. The percentages of salaries used for the SWF cost recovery analysis have been developed based on information provided by the Support Services staff.

The review categories for the *Support Services Department* included the following:

- Risk and Facilities Manager salary and task time allocation
- Building & Structures Supervisor (City Owned Property) salary and task time allocation
- Regional GIS Administrator salary and task time allocation
- GIS Specialist salary and task time allocation

The following charts summarize the cost and hours delineated from the review of personnel and the planned SWF Program activities occurring in the Support Services Department.

Support Services Department Cost Summary of Personnel Reviewed (All Costs Shown in 2019 Dollars)		
2019 Adopted Budget		
	Salaried Personnel & Benefits ¹⁰	\$ 457,750
	Phone	1,200
	Vehicle	3,600
	Insurance & Bond	9,280
	Travel & Training	2,890
	Association Dues	800
	Office Supplies	805
	Books, Periodicals	467
	Technology	3,163
	Miscellaneous Direct Costs	0
	Total Direct Costs	\$ 479,955
Total Support Services Department		\$479,955

¹⁰ All Benefits including Health, Dental, Life, Disability and Retirement are included in this Figure.

**Support Services Department
Summary of Staff Hours Allocated Per
Small Wireless Facility Program Task**

SWF Cost Study	Support Services Department Hours (1-2 Sites)	Support Services Department Hours (3-6 Sites)	Support Services Department Hours (7-10 Sites)
SWF License Agreement	0.75	0.75	0.75
SWF Site/Location Plan Review	1.75	3.75	5.0
SWF Design Specification Review	1.0	1.75	2.25
SWF Application for Permit to Install in the ROW	2.5	4.0	6.0
SWF Annual Maintenance Use Fee	0.75	0.75	0.75
Total	6.75	11.0	14.75

E. City Manager's Department

CBG reviewed costs incurred in the City Manager's Department associated with Small Wireless Facility program activities associated with licensing, site planning and design review, pertinent City Council meetings, and City Council-related activities, administrative activities, support services, etc.

Overall SWF activity costs were derived from the City Manager's Office staff salaries. Cost allocations and hourly task time were determined related to planned SWF licensing, planning, design review, pertinent City Council meeting responsibilities, etc., and activities related to the ongoing management of small wireless facilities in the ROW. The percentages of salaries used for the SWF cost recovery analysis have been developed based on information provided by the City Manager's staff.

The review categories for the *City Manager's Department* included the following:

- *City Manager's Office*
 - City Manager salary and task time allocation
 - Records Technician salary and task time allocation
- *City Clerk's Office*
 - Licensing Specialist salary and task time allocation
 - Assistant City Clerk salary and task time allocation

The following charts summarize the cost and hours delineated from the review of personnel and the planned SWF Program activities occurring in the City Manager’s Department.

City Manager’s Department Cost Summary of Personnel Reviewed (All Costs Shown in 2019 Dollars)		
2019 Adopted Budget		
	Salaried Personnel & Benefits ¹¹	\$ 572,495
	Phone	3,060
	Vehicle	7,200
	Insurance & Bond	8,243
	Travel & Training	12,667
	Association Dues	4,450
	Office Supplies	1,100
	Books, Periodicals	850
	Technology	6,808
	Total Direct Costs	\$ 616,872
	Total City Manager’s Department	\$ 616,872

¹¹ All Benefits including Health, Dental, Life, Disability and Retirement are included in this Figure.

**City Manager's Department
Summary of Staff Hours Allocated Per
Small Wireless Facility Program Task**

SWF Cost Study	City Manager's Department Hours (1-2 Sites)	City Manager's Department Hours (3-6 Sites)	City Manager's Department Hours (7-10 Sites)
SWF License Agreement	8.5	8.5	8.5
SWF Site/Location Plan Review	0	0	0
SWF Design Specification Review	0	0	0
SWF Application for Permit to Install in the ROW	0	0	0
SWF Annual Maintenance Use Fee	0	0	0
Total	8.5	8.5	8.5¹²

F. Financial Services Department

CBG reviewed costs that will be incurred in the Financial Services Department associated with planned Small Wireless Facility program activities related to licensing, bonding, City insurance premiums, permitting, violations, accounting and support services, etc.

Overall SWF activity costs were derived using the Financial Services Department staff salaries. Cost allocations and hourly task time were determined related to planned SWF licensing, bonding, permitting fees, etc., and activities related to the ongoing maintenance of small wireless facilities in the ROW. The percentages of salaries used for the SWF cost recovery analysis have been developed based on information provided by the Financial Services Department.

The review categories for the *Financial Services Department* included the following:

- Financial Services Director salary and task time allocation
- Assistant Financial Services Director salary and task time allocation

The following charts summarize the cost and hours delineated from the review of personnel and the planned SWF Program activities occurring in the Financial Services Department.

¹² These hours include City Council meetings and approval.

Financial Services Department Cost Summary of Personnel Reviewed (All Costs Shown in 2019 Dollars)		
2019 Adopted Budget		
	Salaried Personnel & Benefits ¹³	\$ 315,867
	Phone	2,040
	Vehicle	9,000
	Insurance & Bond	4,016
	Travel & Training	5,000
	Association Dues	350
	Office Supplies	864
	Books, Periodicals	100
	Technology	1,301
	Miscellaneous Direct Costs	0
	Total Direct Costs	\$ 336,328
	Additional Direct Costs	\$2,210
	Total Financial Services Department	\$338,538

**Financial Services Department
Summary of Staff Hours Allocated Per
Small Wireless Facility Program Task**

SWF Cost Study	Financial Services Department Hours (1-2 Sites)	Financial Services Department Hours (3-6 Sites)	Financial Services Department Hours (7-10 Sites)
SWF License Agreement	1.0	1.0	1.0
SWF Site/Location Plan Review	0	0	0
SWF Design Specification Review	0	0	0
SWF Application for Permit to Install in the ROW	0.5	0.5	0.5
SWF Annual Maintenance Use Fee	0.5	0.5	0.5
Total	2.0	2.0	2.0

¹³ All Benefits including Health, Dental, Life, Disability and Retirement are included in this Figure.

G. Parks & Recreation Department

CBG reviewed costs that will be incurred in the Parks and Recreation Department associated with SWF activities related to ROW planning, design, encroachments, obstructions, maintenance, landscaping, risk management, vandalism, graffiti, damages, complaints, etc.

Overall SWF activity costs were derived from the Parks & Recreation Department staff salaries. Cost allocations and hourly task time were determined related to planned SWF planning, design, ROW encroachments, maintenance, etc., and activities related to the ongoing maintenance of small wireless facilities in the ROW. The percentages of salaries used for the SWF cost recovery analysis have been developed based on information provided by the Parks & Recreation Department.

The review categories for the *Parks and Recreation Department* included the following:

- *Parks Division*
 - Parks and Recreation Director salary and task time allocation
 - Parks Supervisor salary and task time allocation
 - Keep Casper Beautiful Coordinator salary and task time allocation
 - Parks Supervisor Mowing & Playgrounds salary and task time allocation

The following charts summarize the cost and hours delineated from the review of personnel and the planned SWF Program activities occurring in the Parks & Recreation Department.

Parks & Recreation Department Cost Summary of Personnel Reviewed (All Costs Shown in 2019 Dollars)		
2019 Adopted Budget		
	Salaried Personnel & Benefits ¹⁴	\$ 451,158
	Phone	1,440
	Vehicle	5,400
	Insurance & Bond	18,640
	Travel & Training	1,100
	Technology	1,578
	Safety Equipment	556
	Miscellaneous Direct Costs	0
	Total Direct Costs	\$ 479,871
Total Parks & Recreation Department		\$479,871

¹⁴ All Benefits including Health, Dental, Life, Disability and Retirement are included in this Figure.

**Parks Department
Summary of Staff Hours Allocated Per
Small Wireless Facility Program Task**

SWF Cost Study	Parks Department Hours (1-2 Sites)	Parks Department Hours (3-6 Sites)	Parks Department Hours (7-10 Sites)
SWF License Agreement	0	0	0
SWF Site/Location Plan Review	2.5	3.0	4.5
SWF Design Specification Review	2.0	2.5	3.5
SWF Application for Permit to Install in the ROW	0	0	0
SWF Annual Maintenance Use Fee	5.35	5.35	5.35
Total	9.85	10.85	13.35

IV. SMALL WIRELESS FACILITY PROGRAM COST AND ACTIVITY DISTRIBUTION BY PROGRAM TASK

A. Methodology

A review of all the Small Wireless Facility Program information gathered determined that the task activities related to the planned program were broken down into five main overarching processing tasks necessary for the complete installation and ongoing use of a Small Wireless Facility in the City's rights-of-way. Specifically, these are:

1. Small Wireless Facility Licensing Agreement Development and Approval
2. Small Wireless Facility Site/Location Plan Application Review and Approval
3. Small Wireless Facility Design Specification Overview and Approval
4. Small Wireless Facility Applications for Permit to Install in the Rights-of-Way
5. Small Wireless Facility Annual ROW Maintenance Use Fee

For each of these SWF processing tasks, it was also determined that various task activities would be performed based on the type of Small Wireless Facility installed as well as the ownership of the property on which the SWF is proposed to be installed.

B. Types of Small Wireless Facilities

The City of Casper has developed Small Cell Standard Design Guidelines that provide requirements and specifications that all small cell facilities installed within the public ROW must meet prior to installation in the City. Wireless Providers are required to consider the aesthetics of the existing streetlights and neighborhoods adjacent to proposed small cell facility locations before submitting a Preliminary Site Plan and Small Wireless Facility Design Specifications Review Package. New small cell facilities must match the existing streetlight aesthetics when installed in a Special District or neighborhood with unique streetlights and luminaire assemblies. Unique assemblies may include mast arms, decorative pole bases, architectural luminaires, mounting heights, pole colors, etc., that deviate from these guidelines.

Several diverse types of small cell facility installations are permitted within the City of Casper. These types include:

1. Attachments to existing utility poles and utility lines
2. Attachments to wooden utility poles with and without streetlight attachments
3. Removal and replacement of existing streetlights (not capable of accommodating small cell facilities)
4. New freestanding pole

To better understand the various Small Wireless Facility task activities that City staff will be performing related to SWF licensing, reviewing, planning, permitting, inspecting, approving, etc., a review of the general procedures, designs, recommended specifications and placement requirements for these four different types of small cell facilities was performed. A summary of these recommended requirements can be found in Exhibit A.

A review of the basic design requirements and recommended placement guidelines indicates that City staff has a number of tasks to review and coordinate with the small wireless facility provider, starting from the initial Licensing through to the final closing inspection and warranty and ongoing use of the ROW.

C. Small Wireless Facility Program Tasks

As previously mentioned, these small wireless facility task activities were reviewed and analyzed to determine the hourly task time that each City staff member will incur related to the small wireless facility program. These hourly percentages were then used to determine the cost allocation to be assigned to each task under each activity in the Small Wireless Facility Program.

Specifically, the small cell facility program task activities are outlined and described below.

1. Small Wireless Facility Licensing Agreement Development and Approval

Any Carrier wishing to utilize City-owned and non-owned facilities and public rights-of-way to facilitate the implementation of small cell facilities in the City of Casper first needs to approach the City and request an application package for a Wireless Provider ROW License Agreement. The application package should be submitted directly to the City Attorney's Office and/or the Community Development Department.

The City intends to enter into detailed negotiations with wireless carriers, which may include, but are not limited to, the following activities: several negotiation meetings; meetings with planning, zoning and risk management personnel, as well as other City staff; meetings on design specifications requirements; meetings to discuss regulations governing wireless communication facilities in the public rights-of-way; meetings regarding changes to any current licensing within the City, as well as Licensing inclusions of Liability Insurance and Indemnification, provisions of leasing and subleasing, incorporation of compliance reviews and inspections by the City, as well as other provisions that will impact the City's rights-of-way and public safety. Many of these Licensing provisions will require coordination with other City personnel to ensure that all possible City ordinance requirements, regulations and liability concerns are addressed.

The City will countersign, date, and execute the Wireless Provider License Agreement once it has been fully negotiated. Upon completion of the Wireless Provider License Agreement, the City will submit the Agreement to Council for approval. This will entail going through the Council Packaging and Notification process and be put on the Agenda for the next meeting; or the City Attorney's Office may request that a special Council meeting be called to address the Wireless Provider License Agreement and receive public comment.

The Wireless Provider License Agreement should be a maximum term of ten (10) years with a possible option to extend the term for up to five (5) one-year periods (renewal term) and needs to be completed between the City and the Wireless Provider/Carrier.

Once the Agreement has been approved, a number will be assigned, the Agreement will be recorded electronically and a copy kept on file with the City. When the Wireless Agreement is ready for pick-up, a City staff member will email the applicant to advise them that the License has been issued and is ready to be picked up.

Based on CBG’s review of all applicable tasks, activities and personnel, the following chart delineates the task hours and associated costs the City will incur related to the execution of a Small Wireless Provider License Agreement.

SWF License Agreement with Council Approval		
Department	SWF Task Hours	SWF Costs
City Attorney’s Office	83.00	\$6,210
Community Development Department	2.50	\$168
City Manager’s Department	8.50	\$514
Financial Services Department	1.00	\$81
Parks and Recreation Department	-	\$0
Public Services Department	3.00	\$220
Support Services Department	0.75	\$50
Total	98.75	\$7,243
Blended Hourly Rate^a		\$73

^aThe blended hourly rate in this section includes all of the cost categories reviewed and equals the total costs incurred divided by the total number of hours incurred for that task group.

2. Small Wireless Facility Site/Location Plan Package Review and Approval; and

3. Small Wireless Facility Design Specification Overview and Approval

(For ease of reading, these activities have been combined since they are performed concurrently.)

Once a Wireless Provider/Carrier has obtained a Wireless Licensing Agreement, they can begin submitting their Preliminary Site Plan and Small Wireless Facility Design Specifications Review Application for Approval (this can be worked on concurrently with the Licensing Package). The City will review the application within the timeframe provided by federal law.

It should be noted here that all Preliminary Site Plan and Small Wireless Facility Design Specifications Review Packages need to be approved before an Application for a Small Wireless Facility Installation Permit can be submitted.

It is recommended by the City that the Wireless Provider/Carrier contact the Community Development Department and schedule a meeting to discuss the Application requirements and review process. Alternatively, the City holds both weekly planning meetings and monthly public meetings where questions can be addressed by City personnel.

Once a Wireless Provider/Carrier submits their Preliminary Site Plan and Small Wireless Facility Design Specifications Review Package, a City staff person will contact the applicant to arrange a

review meeting. This meeting will be at the City with City staff and the Wireless Provider's site development team who will review the location of potential Small Wireless Facilities in the ROW and proposed SWF designs and appearances (these meetings can be held separately or concurrently with the necessary personnel). City staff may include personnel from the Public Services Department, Community Development Department, Support Services Department, Financial Services Department, City Attorney's Office and other affected departments as applicable.

Plan Review

In the meeting, City staff will review each location with the Wireless Provider and use the City's GIS map layers to identify the opportunities and obstacles for a SWF to be installed at each proposed location. The Wireless Provider should be able to walk away from this meeting with enough information to know whether a location is feasible before submitting plans for power and fiber optic connections for those preliminary designs. If the location(s) are in any way deemed unacceptable, then the Provider will need to redesign and resubmit their revised plan and the meeting process will continue.

During the Planning Meeting, the City and Provider will discuss a variety of placement requirements, as well as obstructions; other utilities in the ROW; location of current trees, utility poles and streetlights; elevations; clearance from existing utilities; foundation plans; ground equipment locations; pole and/or property ownership; repair, restoration and replacement of trees, shrubs, or other vegetation as well as sidewalks, streets, and curbs impacted; temporary placement of equipment; as well as the other impacted City Ordinances governing placement of facilities in the rights-of-way.

City personnel will also review the Planning Application to ensure all required elements have been included. These include, but are not limited to: Provider License number (unless that agreement has yet to be executed at the time of submittal); and conceptual plans that show the general layout, locations, elevations, configuration, and capacities of all significant improvements, topographical features, pedestrian and vehicular ways, buildings, utilities and other features significantly affecting the appearance, design, function or operation of each element of the Wireless Provider's facilities.

Based on CBG's review of all applicable tasks, activities and personnel, the following charts delineate the task hours and associated costs the City will incur related to the approval of a SWF Site Plan.

SWF Site Plan Review and Approval (1-2 Sites)		
Department	SWF Task Hours	SWF Costs
City Attorney's Office	0.50	\$40
Community Development Department	9.75	\$631
City Manager's Department	-	\$0
Financial Services Department	-	\$0
Parks and Recreation Department	2.50	\$154
Public Services Department	4.25	\$309
Support Services Department	1.75	\$115
Total	18.75	\$1,249
Blended Hourly Rate		\$67

SWF Site Plan Review and Approval (3-6 Sites)		
Department	SWF Task Hours	SWF Costs
City Attorney's Office	0.50	\$40
Community Development Department	17.00	\$1,083
City Manager's Department	-	\$0
Financial Services Department	-	\$0
Parks and Recreation Department	3.00	\$185
Public Services Department	6.50	\$466
Support Services Department	3.75	\$245
Total	30.75	\$2,019
Blended Hourly Rate		\$66

SWF Site Plan Review and Approval (7-10 Sites)		
Department	SWF Task Hours	SWF Costs
City Attorney's Office	0.50	\$40
Community Development Department	26.75	\$1,753
City Manager's Department	-	\$0
Financial Services Department	-	\$0
Parks and Recreation Department	4.50	\$278
Public Services Department	10.00	\$734
Support Services Department	5.00	\$324
Total	46.75	\$3,129
Blended Hourly Rate		\$67

Design Review

During the Design Review meeting (this can be held concurrently with the Planning Meeting depending upon the complexity of the applications and the designs to be installed), the City and the Provider will discuss a variety of small wireless facility design requirements, as well as obstructions; wind stress condition; other utilities in the ROW; other existing conduit; anchor bolts; obstructing business store fronts; metering; equipment cabinets; vandalism; ventilation; addressing residential health concerns; compliance with the noise ordinance; warning labels; EMS electronic interference; and Radio Frequency emission levels; as well as the City's Standard Street Light Design and Specifications and other City Ordinances governing the installation of wireless communication facilities in the City.

City personnel will also review the Design part of the Application to ensure all required elements have been included. These include, but are not limited to: Provider License number (unless that agreement has yet to be executed at the time of submittal); and conceptual plans that show all surface finishes and treatments, finished elevations, general internal and external design (including without limitation colors, textures, and materials), mechanical (including typical standard details), communications (including proposed communications pedestal or vault location), electrical (including proposed meter pedestal location), and other utility systems, building materials, landscaping, and all other elements necessary prior to preparation of final working construction documents to show compliance with all requirements of the City's regulations. The Plan and Design drawings are in a CAD or similar program that can be uploaded into the City's current GIS software system.

After the initial Design and Site Plan meetings are concluded, City Staff will contact the applicant to arrange a field meeting, if required. If the City determines a visit to the proposed site(s)/location(s) is necessary to identify and verify issues that need to be addressed in the design and engineering of the site, City staff will coordinate a meeting with the Wireless Provider's site development and engineering team to discuss and review options. The area around the proposed

site is required to be staked and have the ROW line surveyed and marked or staked prior to the site walk. City staff and the Wireless Provider (along with their communications and electric provider designers¹⁵) will meet in the field at the proposed locations and finalize this stage of the Application.

If there are any design issues that need to be addressed, the Provider will revise their designs and resubmit their application for review and approval.

Upon completion of the Preliminary Site Plan and Small Wireless Facility Design Specifications Review Application Process, the Application will go through a final review to ensure that all items required have been submitted. These include, but are not limited to: the letter of authorization from the pole owner to utilize the specific pole for this site, a complete set of site plans (including all required items), and attached approved small wireless facility designs (including all required code elements).

The Preliminary Site Plan and Small Wireless Facility Design Review Application will be reviewed by stakeholders in the various City Departments/Offices, and all redlines and comments must be cleared before the plans and designs are approved and ready for the next steps. Once approved, the Wireless Provider is required to use the approved plans as the basis for the construction drawings (CDs) that will be submitted with the Application for a Permit to Install a Small Wireless Facility in the Right-of-Way.

Based on CBG's review of all applicable tasks, activities and personnel, the following charts delineate the task hours and associated costs the City will incur related to the approval of a SWF Design Specifications.

SWF Design Specification Review and Approval (1-2 Sites)		
Department	SWF Task Hours	SWF Costs
City Attorney's Office	0.50	\$40
Community Development Department	8.75	\$572
City Manager's Department	-	\$0
Financial Services Department	-	\$0
Parks and Recreation Department	2.00	\$124
Public Services Department	3.00	\$217
Support Services Department	1.00	\$68
Total	15.25	\$1,021
Blended Hourly Rate		\$67

¹⁵ The City recommends that the Provider's communications and electric provider designer be present at the field meeting should questions arise that need to be addressed.

SWF Design Specification Review and Approval (3-6 Sites)		
Department	SWF Task Hours	SWF Costs
City Attorney's Office	0.50	\$40
Community Development Department	17.50	\$1,147
City Manager's Department	-	\$0
Financial Services Department	-	\$0
Parks and Recreation Department	2.50	\$154
Public Services Department	5.50	\$398
Support Services Department	1.75	\$122
Total	27.75	\$1,861
Blended Hourly Rate		\$67

SWF Design Specification Review and Approval (7-10 Sites)		
Department	SWF Task Hours	SWF Costs
City Attorney's Office	0.50	\$40
Community Development Department	26.25	\$1,741
City Manager's Department	-	\$0
Financial Services Department	-	\$0
Parks and Recreation Department	3.50	\$216
Public Services Department	7.75	\$570
Support Services Department	2.25	\$154
Total	40.25	\$2,721
Blended Hourly Rate		\$68

4. Small Wireless Facility Applications for a Permit to Install Small Wireless Facilities in the Rights-of-Way

Once a Wireless Provider/Carrier has obtained a Licensing Agreement and an approved Preliminary Site Plan and Small Wireless Facility Design Specifications Review Application Package, they can submit an Application for Permit to Install a Small Wireless Facility in the

ROW for processing, along with a full set of the approved site plan and design specifications. The City will review the application within the timeframe provided by federal law.

It should be noted here that the approval of a Preliminary Site Plan and Small Wireless Facility Design Review Package does not grant the Wireless Provider any implied or express rights or reservations to use the pole and site. The use of a City-owned or third-party pole and ROW for a Small Wireless Facility is only granted upon the approval and issuance of a Permit by the City.

It is recommended by the City that the Wireless Provider/Carrier contact the Public Services Department/Engineering Division and schedule a meeting to discuss the Small Wireless Facility Installation Permit Application requirements and review process. Alternatively, the City holds both weekly planning meetings and monthly public meetings where questions can be addressed by City personnel.

Once a Wireless Provider/Carrier submits their Small Wireless Facility Installation Permit Applications, along with their Certificate of Insurance and Letter of Credit, a City staff person will record the application electronically, take the non-refundable application fee and payment for the small wireless facility annual use fee, retain a copy for City records and submit the application to the City Engineer for review and approval.

The application will be reviewed to ensure that all required documents and specifications have been submitted prior to approval. These items include, but are not limited to: Title Report showing ROW ownership and utility easements; letter of site compliance with the FCC Radio Frequency exposure guidelines; three (3) full sets of Construction drawings for the site; Construction details; Structural and engineering documents; electrical and grounding plans; landscaping and screening plans; drainage and other site issues.

Once the City Engineer has approved the Small Wireless Facility Installation Permit Applications, a City staff person will contact the applicant and let them know that their permit is ready for pickup at the City Public Services Department. The City Engineer will also assign the Small Wireless Facility Installation Permit and Construction Project to an Engineer to oversee and inspect.

Once the Permit is assigned to an Engineer in the Public Services Department, they will contact the applicant to arrange a review meeting. This meeting will be at the City with City staff and the Wireless Provider's site development team (if applicable) who will review the completed Permit Application and Construction Plan and, if necessary, hold an on-site meeting to discuss the construction project.

Once the project is underway, the Engineering staff will coordinate with the applicant all permitting and inspection activities necessary to complete the project. These can include: initial on-site review, initial construction inspection and other coordination activities.

Once the permit is closed, the Small Wireless Facility Construction Project is kept on file and reviewed annually for warranty issues.

Based on CBG’s review of all applicable tasks, activities and personnel, the following charts delineate the task hours and associated costs the City will incur related to the construction and implementation of a SWF in the ROW.

SWF Application for Permit to Install in the ROW (1-2 Sites)		
Department	SWF Task Hours	SWF Costs
City Attorney’s Office	-	\$0
Community Development Department	0.75	\$52
City Manager’s Department	-	\$0
Financial Services Department	0.50	\$41
Parks and Recreation Department	-	\$0
Public Services Department	6.00	\$336
Support Services Department	2.50	\$125
Total	9.75	\$554
Blended Hourly Rate		\$57

SWF Application for Permit to Install in the ROW (3-6 Sites)		
Department	SWF Task Hours	SWF Costs
City Attorney’s Office	-	\$0
Community Development Department	1.50	\$104
City Manager’s Department	-	\$0
Financial Services Department	0.50	\$41
Parks and Recreation Department	-	\$0
Public Services Department	10.25	\$543
Support Services Department	4.00	\$191
Total	16.25	\$879
Blended Hourly Rate		\$54

SWF Application for Permit to Install in the ROW (7-10 Sites)		
Department	SWF Task Hours	SWF Costs
City Attorney's Office	-	\$0
Community Development Department	2.50	\$173
City Manager's Department	-	\$0
Financial Services Department	0.50	\$41
Parks and Recreation Department	-	\$0
Public Services Department	16.25	\$891
Support Services Department	6.00	\$293
Total	25.25	\$1,398
Blended Hourly Rate		\$55

5. Small Wireless Facility Annual Maintenance ROW Use Fee

In addition to the above Small Wireless Facility activities, the City will also incur annual costs related to Small Wireless Facility Management and Use in the Rights-of-Way. All activities related to the management and use of the rights-of-way for small wireless facilities were reviewed and analyzed. Activities that were included in our review include, but were not limited to: administrative activities; complaint handling; inspection and management related to warranty; utility coordination activities; emergencies; traffic and other accidents; vandalism; ground and tree maintenance; right-of-way planning activities; customer service questions; code enforcement; compliance reviews; and additional insurance requirements.

These activities were reviewed and their time evaluated based on City staff activities throughout the year. Specifically, these hourly task allocations were developed based on activity percentages provided by City personnel. The City should continue to gather annual cost data related to the activities performed by City personnel related to small wireless facilities in the rights-of way and incorporate those costs into updates to the Annual Maintenance ROW Use fee.

Based on CBG's review of all applicable tasks, activities and personnel, the following charts delineate the task hours and associated costs the City will incur related to the use and maintenance of a SWF in the ROW for attachments and pole units.

SWF Annual ROW Maintenance Use Fee Per SWF		
Department	SWF Task Hours	SWF Costs
City Attorney's Office	-	\$0
Community Development Department	2.50	\$154
City Manager's Department	-	\$0
Financial Services Department	0.50	\$41
Parks and Recreation Department	5.35	\$289
Public Services Department	3.75	\$224
Support Services Department	0.75	\$43
Total	12.85	\$751
Blended Hourly Rate		\$58

SWF Annual ROW Maintenance Use Fee Per SWF Attachment Only		
Department	SWF Task Hours	SWF Costs
City Attorney's Office	-	\$0
Community Development Department	2.50	\$154
City Manager's Department	-	\$0
Financial Services Department	0.50	\$41
Parks and Recreation Department	0.60	\$35
Public Services Department	3.75	\$224
Support Services Department	0.75	\$43
Total	8.10	\$497
Blended Hourly Rate		\$61

V. RECOMMENDED LICENSES AND PERMITS

CBG, as delineated above, reviewed and analyzed the City’s Small Wireless Facility installation related-activities to be performed by various departments/offices/divisions. Each were reviewed and analyzed to determine the hours each staff person will spend on a single Licensing package submitted to the City, as well as a single Application for Permit to Install a Small Wireless Facility. Activities that were reviewed in CBG’s Small Wireless Facility cost analysis included, but were not limited to: legal activities such as licensing negotiations; administrative activities such as application processing; initial drawing and plan review of projects; excavation and installation location review; permit tracking and billing; mailing and filing of permits and notices; initial site inspection; excavation and restoration inspection; utility coordination, including those generated through the Wyoming One call system; etc.

These activities and their corresponding times were reviewed and percentages were utilized to allocate the costs incurred by City staff based on their time spent on Small Wireless Facility activities, as previously detailed in the tables above.

Based on all of the above, the following is a summary of the Small Wireless Facility License Fee, Application Fee, and Annual SWF Use Fee recommended through this document. The delineated fees below have been rounded for ease of accounting and administration.

Wireless Provider License Agreement Application Base Fee:
 - requiring City Council Approval - \$7,250

SWF License Agreement		
Department	SWF Task Hours	SWF Costs
City Attorney’s Office	83.00	\$6,210
Community Development Department	2.50	\$168
City Manager’s Department	8.50	\$514
Financial Services Department	1.00	\$81
Parks and Recreation Department	-	\$0
Public Services Department	3.00	\$220
Support Services Department	0.75	\$50
Total	98.75	\$7,243

- Application for 1 - 2 SWF site(s)

- \$2,825

SWF Site Plan/Design Specification Review/Permit to Install (1-2 Sites)		
Department	SWF Task Hours	SWF Costs
City Attorney's Office	1.00	\$80
Community Development Department	19.25	\$1,255
City Manager's Department	-	-
Financial Services Department	0.50	\$41
Parks and Recreation Department	4.50	\$278
Public Services Department	13.25	\$862
Support Services Department	5.25	\$308
Total	43.75	\$2,824

- Applications for 3 - 6 SWF sites (Bulk Application)

- \$4,750

SWF Site Plan/Design Specification Review/Permit to Install (3-6 units)		
Department	SWF Task Hours	SWF Costs
City Attorney's Office	1.00	\$80
Community Development Department	36.00	\$2,334
City Manager's Department	-	\$0
Financial Services Department	0.50	\$41
Parks and Recreation Department	5.50	\$339
Public Services Department	22.25	\$1,407
Support Services Department	9.50	\$558
Total	74.75	\$4,759

Small Wireless Facility Application Fee for Permit to Install in the Rights-of-Way:

- Applications for 7 - 10 SWF sites (Bulk Application) - \$7,250

SWF Site Plan/Design Specification Review/Permit to Install (7-10 Sites)		
Department	SWF Task Hours	SWF Costs
City Attorney's Office	1.00	\$80
Community Development Department	55.50	\$3,667
City Manager's Department	-	-
Financial Services Department	0.50	\$41
Parks and Recreation Department	8.00	\$494
Public Services Department	34.00	\$2,195
Support Services Department	13.25	\$771
Total	112.25	\$7,248

- Per Attachment on Existing Utility Pole or Utility Line or Street Light, as allowed by the City (without ground equipment) - \$500

SWF Annual ROW Maintenance Use Fee Per SWF Attachment Only		
Department	SWF Task Hours	SWF Costs
City Attorney's Office	-	\$0
Community Development Department	2.50	\$154
City Manager's Department	-	\$0
Financial Services Department	0.50	\$41
Parks and Recreation Department	0.60	\$35
Public Services Department	3.75	\$224
Support Services Department	0.75	\$43
Total	8.10	\$497

Annual Small Wireless Facility Maintenance ROW Use Fees

- Per Removal/Replacement of Existing Streetlights - \$750
- Per New Freestanding Pole/Streetlight - \$750
- Per New Ground Equipment installed for Attachment to Existing Utility Pole/Streetlight - \$750

SWF Annual ROW Maintenance Use Fee Per SWF		
Department	SWF Task Hours	SWF Costs
City Attorney's Office	-	\$0
Community Development Department	2.50	\$154
City Manager's Department	-	\$0
Financial Services Department	0.50	\$41
Parks and Recreation Department	5.35	\$289
Public Services Department	3.75	\$224
Support Services Department	0.75	\$43
Total	12.85	\$751

VI. OTHER APPLICABLE ROW ORDINANCES AND USE FEES

As part of CBG's analysis, we reviewed the City's current Ordinance requirements and Code Sections and Departmental Policies, Procedures and Construction Standards available to determine additional activities that will be performed when Wireless Carriers/Providers are performing work in the ROW. We have noted our findings below. All fees reviewed below are required, if applicable, when working in the ROW and a Wireless Carrier/Provider is required to pull these permits in addition to the Application for permit to install a Small Wireless Facility in the ROW.

The basis for CBG's Small Wireless Facility Cost Analysis is derived from a review of all activities and associated costs related to Small Wireless Facility licensing, planning, design, pertinent Council meetings, permitting, mapping, inspection, utility meetings, complaints, etc., gathered from various City Departments/Offices/Divisions. Our review determined that the City's Small Wireless Facility costs associated with the Small Wireless Facility Program in the Rights-of-Way also requires permitting and inspections activity and costs for related street cuts, boring, sidewalk cuts, curb cuts, driveways, and replacement and restoration of City streets related to Small Wireless Facility installation activity in the ROW, as well as, traffic closure permits due to street/sidewalk closures. Consideration should be given by the City to also charge a fee for ground equipment occupancy in the ROW and other permanent and temporary ROW obstructions installed by the Wireless Provider.

Accordingly, this will ensure that all costs incurred by way of the Small Wireless Facility installation activities performed by various Departments/Offices/Divisions are collected through recoverable fees that are already established as well as new ones that may need to be further developed.

CBG's review of the current ROW permits and activities shows that many of the City's pertinent ROW management permits, base licenses and related fee structures have not changed since 2000. The City should consider reviewing their costs associated with related ROW Management fees to ensure that the recovered fee is meeting the costs of the City.

CBG's review was limited to the applicability of the permits to the planned Small Wireless Facility Program. These permits are also applicable and should be enforced.

- Curb Walks, Sidewalks, Curbs, and Gutters (§ 12.08.005 - § 12.08.050)
- Curb Cuts and Driveways (§ 12.12.010 - § 12-12.13)
- Street Excavations (§ 12.16.010 - § 12.16.12)
- Obstructions (§ 12.24.01 - § 12.24.070)

Findings and Recommendations Concerning Other Applicable Requirements

CBG's review of the above permit requirements under the City Code contain provisions that all Wireless Carrier/Providers must adhere to, as applicable, when installing their Small Wireless Facilities.

The basis for CBG's ROW Management Permit and Inspection Analysis above is derived from a review of all the permitting and inspection City Codes and the activity information gathered from various City Departments/Offices/Division personnel.

It was noted that the City is experiencing more and more boring activities in the City streets and sidewalks and thus the additional activity (and damages) is of concern to the Engineering Department. Although these activities are captured under the sidewalk and street cut permit process, the existing construction standards, enforcement and damages provisions in the Ordinance should be reviewed to ensure that all necessary provisions, especially related to boring, have been established in anticipation of the increase in boring activity in the City's ROW related to Small Wireless Facility conduit/wire installations.

a. Permits

Currently the Street/Sidewalk Cut and Traffic Control and Road Closure permit fees are billed and collected by PSD Administrative personnel when contractors, businesses and utility providers (ROW Users) are working in the ROW.

When Street/Sidewalk Cuts and Traffic Control and Road Closure permits are issued, the following procedure is followed:

1. The ROW User obtains a street opening permit from the PSD Administrative Assistant.
2. City construction and restoration standards applicable to the work to be performed are provided to the ROW User, if necessary.
3. PSD personnel review the information provided; if applicable, the plans/drawings, including maps, are reviewed and approved by a City Engineer; then the permit fee is collected, a permit is generated and recorded, and a copy is provided to the ROW User.
4. The permit applicant must keep the permit on-site during construction.

CBG also noted that through the City's Traffic Control and Street Closure permitting process, the City captures the activity in the ROW related to machinery and equipment being utilized in or on streets or sidewalks. This fee, if applicable, will also be required for Small Wireless Facilities being installed in the ROW to ensure public safety and access to the City's Rights-of-Way.

b. Observations (Inspections)

In respect to on-site activities related to street and sidewalk excavations, PSD personnel perform permit construction coordination and on-site visual observations (inspections) prior to work beginning. PSD Engineers also perform, when necessary, on-site (observations) inspections after

excavation has begun to ensure proper restoration of streets and sidewalks (observations also occur when a job site is discovered with no permit on-site).

The PSD, through its current permitting and inspection process, ensures that work in the ROW is completed in accordance with current City standards and national codes for construction, reconstruction and site restoration. The objective of the PSD is to ensure that the City infrastructure is preserved, public safety is maintained and that restoration-related callbacks are minimized. To summarize, when permits are issued, the following observation (inspection) procedure, per City Ordinance or policies, is performed:

1. PSD Engineer/Engineer Technician will drive by the job site once they have received word from the permit applicant that the job is going to be started.
2. PSD Engineer/Engineer Technician may stop if they see a problem or need to discuss a particular aspect of the permit with the construction crew on-site.
3. PSD personnel will ensure that the proper permit is on-site.
4. PSD personnel, if necessary, will inspect the site before excavation is started.
5. PSD personnel will inspect to ensure that all restoration results in a condition equal to or better than that which existed prior to construction.

In addition to the above activities, CBG identified additional activities that were also performed, but not on a regular basis. These included, but were not limited to:

1. PSD personnel advising permit holders of construction standards, coordinating activities between Third Party Contractors/Consultants (if needed), and advising the ROW User on the City standards for proper restoration.
2. Making multiple observations (inspections) throughout the course of a large job.

As described above, the policy and procedure for permits and inspections is quite lengthy and includes a large amount of activity on the part of PSD personnel. The permit and associated inspection process will need to be performed, as applicable, for all Small Wireless Facilities that require a Sidewalk/Street Cut permit. These costs and activities performed by City personnel are in addition to those activities reviewed for the Small Wireless Facility Program. The City should take into consideration the anticipated increase in volume of these types of permits and activity and consider hiring an additional Engineer Technician or hiring a Third Party Engineer/Electrical Engineer¹⁶ to oversee some or all of the anticipated work, knowing that the current staff will have an increase in the current permit and inspection program already established.

c. Curb, Sidewalk and Street Annual Maintenance Costs related to SWF

As part of the Small Wireless Facility Cost Review, CBG reviewed, in large scale, the City's costs associated with street paving, resurfacing and reconstruction and the impact that ROW Users have on the deterioration of, and impact to, the life of sidewalk, street and road segments.

¹⁶ The City currently incurs approximately \$15,000 per contract when it hires an independent third party Electrician for City Projects.

The City currently incurs costs on an annual basis related to the overall management (oversight, condition analysis, ADA compliance review, occupancy, access and other related activities) of the City's curbs, sidewalks and streets as these conditions are noted through complaint calls, drive-by inspections, warranty observations, etc.

The City's PSD is responsible for street repairs and maintenance of the City streets on an annual basis. The City has a Street Improvement Program where funding is set aside to repair, restore and reconstruct City streets (and some sidewalks). To aid in determining the priority of streets to be improved, the City performs a Pavement Management Study every three years. PSD oversees and manages the street resurfacing and restoration of City streets.

Consequently, the City has established a one (1) year moratorium for which no street excavations or openings (other than those deemed an emergency by the PSD Director) shall be performed in streets that had prior resurfacing or restoration. CBG would recommend a three (3) year moratorium due to the cost involved with street restoration and resurfacing. This can be an effective deterrent to cutting into newly completed streets. The City can accomplish a successful moratorium program by coordinating with residents, businesses and utilities through a published and on-line public notice schedule of roads to be restored, resurfaced and/or reconstructed each year. On a case by case basis, exceptions to this policy may be granted so that the City does not prohibit or effectively prohibit the deployment of telecommunications services or personal wireless services. As previously stated, CBG also recommends that the City review their street improvement program and work to establish a street restoration or degradation fee that is charged to any Street Cut permittee.

As previously noted, more detailed information on the activities performed by the City for these applicable permits can be found in the City Code Title 12. We highly recommend that all of these be enforced, and they also need to be reviewed, updated and modified to ensure complete cost recovery.

Activity and Cost Allocations by Department for Each SWF Program Overarching Task

SWF License Agreement	City Managers Department Hours	City Attorney's Office Hours	Community Development Department Hours	Financial Services Department Hours	Parks Department Hours	Public Services Department Hours	Support Services Department Hours	Totals
Meet with Licensee	0	1	0	0	0	0	0	1
Weekly Development/Negotiation Meetings and Materials	0	58.5	0	0	0	0	0	58.5
Meetings/Discussions with City Staff on key issues	0	10	2.5	1	0	3	0.75	17.25
Meet with City Manager	2.5	1	0	0	0	0	0	3.5
Council Work Preparation and Session	0.5	3.5	0	0	0	0	0	4
Council Materials and Meeting	5.5	7.5	0	0	0	0	0	13
License Processing and Approval	0	1.5	0	0	0	0	0	1.5
Total Hours	8.50	85.00	2.50	1.00	0.00	3.00	0.75	100.75
Total Cost	\$ 513.68	\$ 6,209.84	\$ 167.92	\$ 81.38	\$ -	\$ 220.55	\$ 50.02	\$ 7,243.39

SWF Annual Maintenance ROW Use Fee Attachment Only	City Managers Department Hours	City Attorney's Office Hours	Community Development Department Hours	Financial Services Department Hours	Parks Department Hours	Public Services Department Hours	Support Services Department Hours	Total
Administrative Services	0	0	0.5	0	0	0.25	0	0.75
Annual Complaint Handling	0	0	0.5	0	0	0.75	0	1.25
Annual Utility Coordination	0	0	0.5	0	0	0.5	0.5	1.5
Annual Warranty Inspection	0	0	0	0	0	1	0	1
Emergencies, Accidents, Vandalism	0	0	0.5	0	0	0.75	0	1.25
Other Activities	0	0	0.5	0.5	0.6	0.5	0.25	2.35
Total Hours	0.00	0.00	2.50	0.50	0.60	3.75	0.75	8.10
Total Cost	\$ -	\$ -	\$ 153.60	\$ 40.69	\$ 34.96	\$ 224.12	\$ 43.55	\$ 496.92

SWF Annual Maintenance Use Fee	City Managers Department Hours	City Attorney's Office Hours	Community Development Department Hours	Financial Services Department Hours	Parks Department Hours	Public Services Department Hours	Support Services Department Hours	Total
Administrative Services	0	0	0.5	0	0	0.25	0	0.75
Annual Complaint Handling	0	0	0.5	0	0	0.75	0	1.25
Annual Utility Coordination	0	0	0.5	0	0	0.5	0.5	1.5
Annual Warranty Inspection	0	0	0	0	0	1	0	1
Emergencies, Accidents, Vandalism	0	0	0.5	0	0	0.75	0	1.25
Other Activities	0	0	0.5	0.5	5.35	0.5	0.25	7.1
Total Hours	0.00	0.00	2.50	0.50	5.35	3.75	0.75	12.85
Total Cost	\$ -	\$ -	\$ 153.60	\$ 40.69	\$ 288.53	\$ 224.12	\$ 43.55	\$ 750.49

1 to 2 Small Wireless Facilities	City Managers	City Attorney's	Community	Financial Services	Parks Department	Public Services	Support Services	
SWF Site/Location Plan Review and Approval	Department Hours	Office Hours	Development	Department Hours	Hours	Department Hours	Department Hours	Total
Application Processing and Review	0	0	0.75	0	0	0	0	0.75
Initial Planning Meeting with Applicant	0	0.5	0.5	0	0	0	0	1
Subsequent Planning Meetings and Materials	0	0	3.5	0	1	0	1	5.5
Location/On-Site Location Review	0	0	2	0	1	0	0	3
Planning & Zoning Meeting/Review	0	0	0.75	0	0	0	0	0.75
Streets & Engineering Meeting/Review	0	0	0	0	0	1.5	0	1.5
Risk Management Review	0	0	0	0	0	0	0.25	0.25
Other Department Discussions/Reviews	0	0	0	0	0	1.5	0.25	1.75
Ownership Approval Verification	0	0	0.25	0	0	0	0	0.25
Site Approval	0	0	2	0	0.5	1.25	0.25	4
Total Hours	0.00	0.50	9.75	0.00	2.50	4.25	1.75	18.75
Total Cost	\$ -	\$ 39.72	\$ 630.54	\$ -	\$ 154.43	\$ 309.36	\$ 115.03	\$ 1,249.08
SWF Design Specifications Review and Approval	Department Hours	Office Hours	Department Hours	Department Hours	Hours	Department Hours	Department Hours	Total
Application Design Review	0	0	0.5	0	0	0	0	0.5
Initial Design Meeting with Applicant	0	0.5	0.5	0	0	0	0	1
Subsequent Design Meetings	0	0	3	0	1	0	0	4
Design Placement Review	0	0	1.5	0	0.5	0	0	2
Planning & Zoning Meeting/Review	0	0	1	0	0	0	0	1
Streets & Engineering Meeting/Review	0	0	0	0	0	0.75	0	0.75
Risk Management Review	0	0	0	0	0	0	0.5	0.5
Health Services Discussion/Review	0	0	0.25	0	0	0	0	0.25
Other Departmental Discussion/Reviews	0	0	0	0	0	1	0.25	1.25
Ownership and Electric Co Approval	0	0	0.25	0	0	0	0	0.25
Design Approval	0	0	1.75	0	0.5	1.25	0.25	3.75
Total Hours	0.00	0.50	8.75	0.00	2.00	3.00	1.00	15.25
Total Cost	\$ -	\$ 39.72	\$ 571.99	\$ -	\$ 123.54	\$ 217.53	\$ 67.95	\$ 1,020.73
SWF Application for Permit to Install in the ROW	Department Hours	Office Hours	Department Hours	Department Hours	Hours	Department Hours	Department Hours	Total
Recording of Application	0	0	0	0.5	0	0.25	0	0.75
Initial Review of Application and Material	0	0	0	0	0	1	0	1
Initial Meeting with Applicant	0	0	0	0	0	0.5	0	0.5
Permit Approval	0	0	0	0	0	0.5	0	0.5
Constructions Oversight & Map Submission	0	0	0.75	0	0	2.25	2.5	5.5
Initial Inspection and/or On-Site Review	0	0	0	0	0	1	0	1
Closing Inspection and Compliance Review	0	0	0	0	0	0.5	0	0.5
Total Hours	0.00	0.00	0.75	0.50	0.00	6.00	2.50	9.75
Total Cost	\$ -	\$ -	\$ 52.02	\$ 40.69	\$ -	\$ 335.66	\$ 124.53	\$ 552.90
Total SWF Site Plan/Design Review/Permit Application 1-2 Sites								\$ 2,822.71

3 - 6 Small Wireless Facilities	City Managers	City Attorney's	Community	Financial Services	Parks Department	Public Services	Support Services	Total
SWF Site/Location Plan Review and Approval	Department Hours	Office Hours	Development Department Hours	Department Hours	Hours	Department Hours	Department Hours	
Application Processing and Review	0	0	2	0	0	0	0	2
Initial Planning Meeting with Applicant	0	0.5	0.5	0	0	0	0	1
Subsequent Planning Meetings and Materials	0	0	6.5	0	1	0	2	9.5
Location/On-Site Location Review	0	0	2	0	1	0	0	3
Planning & Zoning Meeting/Review	0	0	1.5	0	0	0	0	1.5
Streets & Engineering Meeting/Review	0	0	0	0	0	2	0	2
Risk Management Review	0	0	0	0	0	0	0.5	0.5
Other Department Discussions/Reviews	0	0	0	0	0.5	2	0.75	3.25
Ownership Approval Verification	0	0	0.5	0	0	0	0	0.5
Site Approval	0	0	4	0	0.5	2.5	0.5	7.5
Total Hours	0.00	0.50	17.00	0.00	3.00	6.50	3.75	30.75
Total Cost	\$ -	\$ 39.72	\$ 1,082.97	\$ -	\$ 185.31	\$ 466.36	\$ 245.06	\$ 2,019.42
SWF Design Specifications Review and Approval	City Managers	City Attorney's	Community	Financial Services	Parks Department	Public Services	Support Services	Total
	Department Hours	Office Hours	Development Department Hours	Department Hours	Hours	Department Hours	Department Hours	
Application Design Review	0	0	0.5	0	0	0	0	0.5
Initial Design Meeting with Applicant	0	0.5	0.5	0	0	0	0	1
Subsequent Design Meetings	0	0	6.5	0	1	0	0	7.5
Design Placement Review	0	0	2.5	0	1	0	0	3.5
Planning & Zoning Meeting/Review	0	0	3	0	0	0	0	3
Streets & Engineering Meeting/Review	0	0	0	0	0	1.5	0	1.5
Risk Management Review	0	0	0	0	0	0	1	1
Health Services Discussion/Review	0	0	0.5	0	0	0	0	0.5
Other Departmental Discussion/Reviews	0	0	0	0	0	1.5	0.25	1.75
Ownership and Electric Co Approval	0	0	0.5	0	0	0	0	0.5
Design Approval	0	0	3.5	0	0.5	2.5	0.5	7
Total Hours	0.00	0.50	17.50	0.00	2.50	5.50	1.75	27.75
Total Cost	\$ -	\$ 39.72	\$ 1,147.11	\$ -	\$ 154.43	\$ 398.16	\$ 121.77	\$ 1,861.19
SWF Application for Permit to Install in the ROW	City Managers	City Attorney's	Community	Financial Services	Parks Department	Public Services	Support Services	Total
	Department Hours	Office Hours	Development Department Hours	Department Hours	Hours	Department Hours	Department Hours	
Recording of Application	0	0	0	0.5	0	0.5	0	1
Initial Review of Application and Material	0	0	0	0	0	1	0	1
Initial Meeting with Applicant	0	0	0	0	0	0.5	0	0.5
Permit Approval	0	0	0	0	0	0.75	0	0.75
Constructions Oversight & Map Submission	0	0	1.5	0	0	5	4	10.5
Initial Inspection and/or On-Site Review	0	0	0	0	0	1.5	0	1.5
Closing Inspection and Compliance Review	0	0	0	0	0	1	0	1
Total Hours	0.00	0.00	1.50	0.50	0.00	10.25	4.00	16.25
Total Cost	\$ -	\$ -	\$ 104.04	\$ 40.69	\$ -	\$ 543.04	\$ 190.78	\$ 878.55
Total SWF Site Plan/Design Review/Permit Application 3-6 Sites								\$ 4,759.16

7 - 10 Small Wireless Facilities	City Managers	City Attorney's	Community	Financial Services	Parks Department	Public Services	Support Services	
SWF Site/Location Plan Review and Approval	Department Hours	Office Hours	Development	Department Hours	Hours	Department Hours	Department Hours	Total
Application Processing and Review	0	0	2	0	0	0	0	2
Initial Planning Meeting with Applicant	0	0.5	1	0	0	0	0	1.5
Subsequent Planning Meetings and Materials	0	0	11	0	1	0	2.5	14.5
Location/On-Site Location Review	0	0	4	0	2	0	0	6
Planning & Zoning Meeting/Review	0	0	3	0	0	0	0	3
Streets & Engineering Meeting/Review	0	0	0	0	0	3.5	0	3.5
Risk Management Review	0	0	0	0	0	0	1	1
Other Department Discussions/Reviews	0	0	0	0	1	3.5	1	5.5
Ownership Approval Verification	0	0	0.5	0	0	0	0	0.5
Site Approval	0	0	5.25	0	0.5	3	0.5	9.25
Total Hours	0.00	0.50	26.75	0.00	4.50	10.00	5.00	46.75
Total Cost	\$ -	\$ 39.72	\$ 1,753.36	\$ -	\$ 277.97	\$ 733.54	\$ 324.21	\$ 3,128.80
SWF Design Specifications Review and Approval	Department Hours	Office Hours	Department Hours	Department Hours	Hours	Department Hours	Department Hours	Total
Application Design Review	0	0	0.75	0	0	0	0	0.75
Initial Design Meeting with Applicant	0	0.5	1	0	0	0	0	1.5
Subsequent Design Meetings	0	0	11	0	1.5	0	0	12.5
Design Placement Review	0	0	5	0	1.5	0	0	6.5
Planning & Zoning Meeting/Review	0	0	4	0	0	0	0	4
Streets & Engineering Meeting/Review	0	0	0	0	0	2.75	0	2.75
Risk Management Review	0	0	0	0	0	0	1.25	1.25
Health Services Discussion/Review	0	0	0.5	0	0	0	0	0.5
Other Departmental Discussion/Reviews	0	0	0	0	0	2.5	0.5	3
Ownership and Electric Co Approval	0	0	0.5	0	0	0	0	0.5
Design Approval	0	0	3.5	0	0.5	2.5	0.5	7
Total Hours	0.00	0.50	26.25	0.00	3.50	7.75	2.25	40.25
Total Cost	\$ -	\$ 39.72	\$ 1,741.12	\$ -	\$ 216.20	\$ 569.83	\$ 153.85	\$ 2,720.72
SWF Application for Permit to Install in the ROW	Department Hours	Office Hours	Department Hours	Department Hours	Hours	Department Hours	Department Hours	Total
Recording of Application	0	0	0	0.5	0	0.5	0	1
Initial Review of Application and Material	0	0	0	0	0	1.5	0	1.5
Initial Meeting with Applicant	0	0	0	0	0	1	0	1
Permit Approval	0	0	0	0	0	0.75	0	0.75
Constructions Oversight & Map Submission	0	0	2.5	0	0	8	6	16.5
Initial Inspection and/or On-Site Review	0	0	0	0	0	2.5	0	2.5
Closing Inspection and Compliance Review	0	0	0	0	0	2	0	2
Total Hours	0.00	0.00	2.50	0.50	0.00	16.25	6.00	25.25
Total Cost	\$ -	\$ -	\$ 173.48	\$ 40.69	\$ -	\$ 890.83	\$ 293.22	\$ 1,398.22
Total SWF Site Plan/Design Review/Permit Application 7-10 Sites								\$ 7,247.74

EXHIBIT A

RECOMMENDED REQUIREMENTS FOR SMALL CELL FACILITIES

A. Attachments to Existing Utility Poles and Utility Lines

All attachments to utility poles are required to be approved by the City and the pole owner prior to installation. All equipment is required to meet the pole owner's utility requirements and the City's Application for Permit to Install a SWF in the ROW.

All small wireless facility equipment is required to be shrouded. Only two enclosures, including the disconnect and antenna, can be installed at each utility pole location. If technologically and economically feasible, no ground mounted enclosures, including backup power supply, will be allowed. All equipment located within the public ROW is required to be located such that it meets ADA requirements and does not obstruct, impede, or hinder usual pedestrian or vehicular travel or sight lines.

All facility equipment is required to be removed and relocated at no cost to the City if the City or the pole owner decides to underground the utility lines in the future. The equipment must be removed within a reasonable time frame determined by the pole owner. A reasonable time frame refers to a period of time that does not delay the removal of the utility poles and lines.

No strand-mounted small wireless devices can be installed on poles with mounted streetlights. Deviations from this guide are required to be approved on a case-by-case basis by the City prior to installation.

Utility Pole and Strand Mounted Small Wireless Facility Attachment Recommended Specifications

Prior to submitting a permitting application, the pole/strand owner is required to ensure the supporting poles are appropriately sized and have sufficient strength to accommodate the additional small wireless facility equipment loads. The small wireless equipment loads are required to be provided by the wireless provider.

A non-ionizing radiation electromagnetic radiation report (NIER) is required to be submitted to the pole owner and retained on file for equipment type and model. The NIER report is required to be endorsed by an RF PE licensed in the State of Wyoming. It will specify minimum approach distances to the general public as well as electrical and communication workers that are not trained for working in an RF environment (uncontrolled) when accessing the pole by climbing, using a ladder or by bucket truck.

All installations are required to meet or exceed all applicable structural standards, clearance standards, and provisions of the latest National Electrical Safety Code (NESC),

or applicable City construction standards. In case of conflict, the most stringent requirements will prevail. All necessary permits are required to be obtained by the wireless carrier owner and provided to the pole owner and the City.

Aerial fiber and power strand installations are allowed, where other utilities are aerial mounted, subject to the City's reasonable discretion.

B. Attachments to Existing Streetlight Poles

All attachments to streetlights are required to be approved by the City and pole owner (and electric company) prior to installation. All equipment is required to meet the pole owner's utility requirements and the City Application for Permit to Install a SWF in the ROW Requirements. All equipment located within the public ROW is required to be located such that it meets ADA requirements and does not obstruct, impede, or hinder usual pedestrian or vehicular travel or sight lines.

All SWF equipment is required to be mounted behind a shroud. Only two shrouds, including the disconnect and antenna, are allowed at each location. To the extent technically and economically feasible, no ground mounted equipment, including backup power supplies, will be allowed. No SWF equipment will be installed without confirming that the intended installation has no impact on the streetlight's operational performance.

The lighting design is required to meet the luminaire specifications and design requirements set forth in the City's Standard Street Lighting Specifications and Standards and Title 17 of the City Code. These specifications provide information about luminaire aesthetics, lighting criteria, typical streetlight spacing, specifications and details. The small wireless provider is required to provide all documentation required by the Standard Street Lighting Specifications and Standards, the City Code and the Application for SWF Site Plan and Design Specification Review Package to the City during the SWF permitting process.

All SWF equipment is required to be removed and relocated at no cost to the City if the City or the pole owner/electric company decides to remove the pole and streetlight in the future. The equipment must be removed within a reasonable time frame determined by the power company. A reasonable time frame refers to a duration of time that does not delay the removal of the utility poles and lines.

Streetlight with Small Wireless Facility Recommended Specifications

Prior to submitting a SWF installation permitting application, the SWF Provider is required to ensure the supporting poles are appropriately sized and have sufficient strength to accommodate the additional SWF equipment loads. All installations are required to meet or exceed all applicable structural standards, clearance standards, and provisions of the latest NESC or the City construction standards. In case of conflict, the most stringent requirements will prevail. All necessary permits are required to be obtained by the wireless carrier owner and provided to the pole owner and the City.

A non-ionizing radiation electromagnetic radiation report (NIER) is required to be submitted to the pole owner and retained on file for equipment type and model. The NIER report is required to be endorsed by an RF PE licensed in the State of Wyoming. It is required to specify minimum approach distances to the general public as well as electrical and communication workers that are not trained for working in an RF environment (uncontrolled) when accessing the pole by climbing, ladder or bucket truck.

C. Removal and Replacement of Existing Streetlights

A combination SWF and streetlight pole should only be located where an existing streetlight pole can be removed and replaced, or at a new location where it has been identified that a streetlight is necessary. Existing streetlights are typically owned by Rocky Mountain Power.

Combination small cell facility and streetlight (SWF) permitting applications and aesthetics are required to be approved by the City prior to installation. All equipment is required to meet the pole owner's requirements and the City's design aesthetics. The same SWF pole aesthetics and specifications are to be used in the same area to maintain a cohesive appearance. Combination SWF aesthetics and proposed locations are required to meet the SWF Site Plan and Design Specification Requirements. The lighting design is required to follow the luminaire specifications and design requirements set forth in the City's Standard Street Lighting Specifications and City Code.

The City's Standard Street Lighting Specifications, Small Wireless Facilities Recommended Requirements, and City Code provide guidance on luminaire design aesthetics, lighting level criteria, typical streetlight spacing, streetlight specifications, and electrical and streetlight details. The small wireless network provider is required to provide all documentation required by the City during the SWF Licensing, Site Plan and Design Review and installation in the ROW permitting process.

All SWF equipment is required to be housed internal to the pole or hidden behind an exterior shroud. No small wireless network provider equipment will be mounted to the exterior of the pole unless it meets the City's Standard, Specifications and Code.

Combination Small Wireless Facility and Streetlight Recommended Specifications

The combination pole design is required to match the aesthetics of existing streetlights installed adjacent to the pole. The Wireless Provider is required to perform a visual inspection (online street images are considered sufficient unless the pole standards were changed after the images were published) prior to submitting an Application for Site Plan and Design Specification Review to determine existing aesthetics and specifications.

The combination pole components include the foundation, equipment cabinet, upper pole, luminaire, mast arm, luminaire control node if applicable, antenna or antenna enclosure, and all hardware and electrical equipment necessary for a complete assembly.

The SWF components are required to also be sized to be visually pleasing. For a combination pole to be considered visually pleasing, the transition between the

equipment cabinet and upper pole should be considered. A decorative transition is required to be installed over the equipment cabinet upper bolts, or decorative base cover is required to be installed to match the equipment cabinet size. The upper pole is required to be scaled appropriately to the equipment cabinet, with a 10-inch minimum outer diameter. All hardware connections are required to be hidden from view. No horizontal flat spaces greater than 1.5 inches are required to exist on the equipment cabinet to prevent cups, trash, and other objects from being placed on the equipment cabinet. Each pole component is required to be architecturally compatible to create a cohesive aesthetic.

Variations of combination SWF equipment attachments will be considered for installation in the City. Some examples of equipment attachments include a single antenna, a single equipment shroud, or a single exterior equipment shroud when multiple cellular technologies provided by a single carrier are installed on a single pole (i.e., LTE and 5G).

Combination Small Cell Facility and Streetlight Recommended Placement Requirements

A combination SWF and streetlight pole should only be located where an existing pole (usually Rocky Mountain Power) can be removed and replaced, or at a new location where it has been identified that a streetlight is necessary.

When submitting to Rocky Mountain Power, the pole design and configuration is required to be per Rocky Mountain Power (or Pole Owner's) standards. When submitting to the City as a privately-owned pole, the pole is required to be located as follows:

- In a manner that does not impede, obstruct, or hinder pedestrian or vehicular travel or sight lines.
- In alignment with existing trees, utility poles, and streetlights.
- Within the street amenity zone whenever possible.
- Equal distance between trees when possible, with a minimum of 15 feet of separation, such that no proposed disturbance is required to occur within the critical root zone of any tree.
- With appropriate clearance from existing utilities.
- Outside of the 20-foot equipment clear zone (for base cabinets less than 18-inches in diameter) or 30-foot clear sight triangle (for base cabinets equal to or greater than 18-inches in diameter) at intersection corners.
- 10 feet away from the triangle extension of an alley way flare.
- Any new pole general location and spacing are required to be as determined by the City Standard Street Lighting Specifications.

D. New Freestanding Pole

The specifications provided below are for a single SWF with single technology installations within the public ROW only.

All applications for a SWF permit to install in the ROW for a new freestanding pole are required to be approved by the City prior to installation. All equipment is required to meet the power companies' utility requirements and the City's SWF Program design aesthetics and specifications.

The same small wireless pole aesthetic and specifications are to be used along adjacent blocks to maintain a cohesive appearance. New freestanding small wireless pole specifications and proposed locations are required to meet the City's SWF Site Plan and Design Specifications Review and Installation in the ROW Permit Requirements.

When technically and economically feasible, all SWF equipment is required to be housed internal to the equipment cabinet or hidden. No small wireless network provider equipment shall be strapped to the outside of the pole unless required for transmission purposes.

Freestanding Small Wireless Facility Infrastructure Recommended Specifications

The pole design is required to match the aesthetics of existing streetlights installed adjacent to the pole. The Wireless Provider is required to perform a visual inspection (online street images are considered sufficient unless the pole standards were changed after the images were published) prior to submitting an Application for Site Plan and Design Specifications Review to determine existing aesthetics and standards.

The SWF components are required to be sized to be visually pleasing. For a pole to be considered visually pleasing, the transition between the equipment cabinet and upper pole should be considered. A decorative transition is required to be installed over the equipment cabinet upper bolts, or a decorative base cover is required to be installed to match the equipment cabinet size. The upper pole is required to be scaled appropriately (recommended 0.5 to 0.75) to the size of the equipment cabinet, with a 10-inch minimum outer diameter. All hardware connections are required to be hidden from view. No horizontal flat spaces greater than 1.5 inches shall exist on the equipment cabinet to prevent cups, trash, and other objects from being placed on the equipment cabinet. Each pole component is required to be architecturally compatible to create a cohesive aesthetic.

Freestanding Small Wireless Facility Infrastructure Recommended Placement Requirements

All new freestanding small wireless poles are required to be approved by the City via the SWF Program Licensing, Site Plan and Design Specifications Review and Installation Permitting in the ROW Requirements:

- In a manner that does not impede, obstruct, or hinder pedestrian or vehicular travel.
- So as not to be located along the frontage of a historic building, historic area, specialty site, or on a federal or state facility.
- So as not to significantly create a new obstruction to property sight lines.
- At the intersection of property lines or along secondary property street facing (do not locate a small cell in front of driveways, entrances, or walkways).

- Within the street amenity zone whenever possible.
- In alignment with existing trees, utility poles, and streetlights.
- Equal distance between trees when possible, with a minimum of 15 feet of separation, such that no proposed disturbance shall occur within the critical root zone of any tree.
- With appropriate clearance from existing utilities.
- Outside of the 20-foot equipment clear zone (for base cabinets less than 18-inches in diameter) or 30-foot clear sight triangle (for base cabinets equal to or greater than 18-inches in diameter) at intersection corners.
- 10 feet away from the triangle extension of an alley way flare.
- Not be located within 100 feet of the apron of a fire station or other adjacent emergency service facility.

**Small Wireless Facilities
Recommended Requirements
For
The City of Casper, Wyoming**

Prepared by

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City of Casper
Existing Permitting Requirements and Procedures

The following are the existing Right-of-Way (“ROW”) management protocols for the City of Casper (“City”):

A. Permits.

1. Street Cut/Opening Permit -- In order to obtain a street cut/opening permit, a resident, business, contractor or utility provider must present in person at the Public Services Department, an applications to obtain a permit. The application should include a plan detailing the work to be performed in the rights-of-way which includes the location, date, time, duration and contact information; location of cut; applicable intersection; a designation of traffic control required; property owners name, address, contact information and signature. A permit will be generated for the applicant with a duplicate to be kept in City files. The permit will be recorded and tracked in the current permitting system. Each permit is \$60.00 unless otherwise specified by the City. Every entity performing work in the rights-of-way, including contractors performing work on behalf of the City, is required to pull a permit whether a fee is required or not. The work plan and permit will be assigned to an Engineer/Engineer Technician in the Engineering Office to coordinate the project from initial inspection to closing inspection. All street openings require a two (2) year warranty period which will be inspected toward the end of the warranty period.

All contractors performing work in the street are required to provide a five-thousand-dollar surety bond or an irrevocable letter of credit in the amount of five thousand dollars or a certified check or cash deposit in an amount equal to the estimated construction charges, whichever is greater. This must be filed in the City Engineer's Office to guarantee faithful performance.

In addition, all contractors will submit a current certificate of insurance which will provide coverage in the sum of two hundred fifty thousand dollars for each person and an aggregate sum of five hundred thousand dollars per occurrence, to protect the City against any expense, cost, damage and any liability of any kind in relation to the work being completed under the obtained street cut.

2. Curb-Cuts & Sidewalk Permits -- In order to obtain a curb-cut/driveway or sidewalk permit, a resident, business, contractor or utility provider must present in person at the Public Services Department, Engineering Office an application to obtain a permit. The application should include a plan detailing the work to be completed, address of work, location of work, and

property owners name, address, phone number and signature, and/or name of contractor, address, phone number and signature. A permit will be generated for the applicant with a duplicate to be kept on file with the City's Engineering Office. The permit will also be recorded and tracked in the current permitting system. Each permit is \$30.00 unless otherwise specified by the City. Every entity performing work in the rights-of-way, including contractors performing work on behalf of the City, is required to pull a permit whether a fee is required or not. The work plan and permit will be assigned to an Engineer/Engineer Tech in the Engineering Office to coordinate the project from initial inspection to closing inspection. The work will be warrantied for a period of two (2) years, at which time a warranty inspection will be performed and the project will be closed.

3. Traffic Control & Road Closure Permit -- If it is necessary to close or restrict traffic to perform any work in, on or under the street or sidewalks, a resident, business, contractor and utility provider must obtain a permit from the City Engineer's Office. The permit must be obtained at least four hours prior to closure or restriction. In order to obtain a traffic control & road closure permit an application must present in person at the Public Services Department, Engineering Office an application to obtain a permit (per Chapter 12.16.110). The application shall include a sketch showing traffic routing, placement and type of traffic control devices to be used, and shall include a statement of the reason for the work, the time during which the work is to be performed, property owners name, address, contact information, and contractors name, address, contact information and signature. Within twenty-four hours of receiving the application, the City Engineer shall approve a permit or deny the application. The City Engineer shall deny the application only if the proposed closure will create a serious risk to the safety of the public using the street, or in the event the application does not comply with chapter 12.16.110. A permit will be generated for the applicant with a duplicate to be kept on file with the City's Engineering Office. The permit will also be recorded and tracked in the current permitting system. Each permit is \$60.00 unless otherwise specified by the City. The work plan and permit will be assigned to an Engineer/Engineer Tech in the Engineering Office to record in the construction schedule that is publicly available online.
4. Permit to Construct -- In order to construct, install or modify any publicly owned or controlled water distribution or sewage collection facilities a resident, business, contractor or utility provider must present in person at the Public Services Department, Engineering Office an application to obtain a permit (per Section 13.04.050). The initial application for a permit must be accompanied by two complete sets of plans and specifications, design data and any additional information required by the city. After the plans and specifications have been reviewed by the city, the applicant's engineer shall make such revisions as are required and submit five

revised sets for final review. All plans and specifications submitted shall carry the seal or signature of the design engineer in accordance with the Wyoming Statutes. All plans and specifications shall conform to City of Casper Water Distribution Facilities Design Standards, City of Casper Sanitary Sewage Collection Facilities Design Standards, and the Wyoming Department of Environmental Quality, Water Quality Rules and Regulations. The City shall review every application and take final action within thirty days from the date the application is received. A permit will be generated for the applicant with a duplicate to be kept on file with the City's Engineering Office. The permit will also be recorded and tracked in the current permitting system. Each permit is \$35.00 unless otherwise specified by the City. The work plan and permit will be assigned to an Engineer/Engineer Tech in the Engineering Office to coordinate the project from initial inspection to closing inspection.

5. Electrical, Telephone, Cable and Other Similar Utilities Permits -- These are handled under the above permitting process as well as through the provider's license or franchise agreement. An inspection is required for temporary power poles, rough electrical, services, and final inspection of construction projects.
6. Telephone Poles, Street Lights, Traffic Lights and Other Similar Utility Pole Permits -- New dry utilities (such as telecommunications, telephone and electric) are now installed underground. Installation of new street lights or traffic lights are generally approved either during the site plan or subdivision review process.

B. Automated Permit Tracking System. The City uses an automated permit generation/tracking system. An annual fee is paid for use of the permitting system, of which the Engineering Division pays its proportionate share.

C. Maps. The City maintains a mapping system for its infrastructure. City infrastructure is updated on the maps to reflect as-built conditions. The City does not maintain maps of the infrastructure for the private utility companies. Maps of the City's streets and alleys can be found at www.geosmart.casper.wy.gov. Public Services Department personnel handle the inspections for City-owned infrastructure. Those personnel do not perform routing inspections on private utilities but will respond to obvious hazards or concerns from the public regarding private or public utility easements. Among those personnel are engineers, engineering techs and streets personnel.

The mapping system should include an update of City-owned utilities, sidewalks, poles, streets and roads and non-owned infrastructure based on subdivisions and new construction plans. The CAD mapping is provided to GIS by the City Engineers and uploaded into the current City system.

- D. **Street Improvement Program.** The City currently has a Street Improvement Program designed to improve City streets based on the current life of a street. The City restores, rehabilitates and reconstructs many miles of City roads and alleys each year. A Street Life evaluation is performed on a periodic or as-needed basis to continue to update the age of each City street and prioritize replacement based on Street life.
- E. **Sidewalk Management System.** The City does not currently use a sidewalk management system to track conditions or compliance but does track repairs and reconstruction through the same permitting process as street excavations and closures. The Public Services Department uses this tracking system to evaluate the condition of sidewalks through the warranty period.
- F. **Inspection of Traffic Signals and Street Lights.** The City performs inspections on its traffic signals and street lights on a periodic or as-needed basis.
- G. **Work in the ROW.** Application eligibility for new installations is generally handled either through the site plan or, more often, through the subdivision review process. Installation by a licensee or franchisee may or may not require a conditional use permit. Installation by another service provider within the ROW will typically be handled through a license or franchise agreement with an annual fee.

An associate engineer is assigned to oversee the development of all new subdivisions. Those efforts are focused on public infrastructure. New installations for power, telephone and cable (“dry utilities”) are required to be underground. The dry utilities need to coordinate with the developer’s engineer. The City generally does not inspect work performed by private utility companies. The Public Services Department, under the permitting and inspection requirements and procedures for work in the ROW, will coordinate with construction engineers. If necessary, City staff will coordinate with a contractor or third party engineer or electrician to oversee various aspects of the work in the ROW. Impacts to the City’s infrastructure (for example, streets or sidewalks) are determined via the permitting process.

- H. **Decorative Light and other Poles.** Approximately 733 poles are owned and maintained by the City. About 259 decorative poles are valued at approximately \$8,000 per pole and insured on a bulk basis with several million dollars of insurance coverage.
- I. **Rocky Mountain Power Poles.** The City is notified by Rocky Mountain Power if a provider intends to attach its facilities to those poles. The City is not responsible for performing an inspection regarding the suitability, wind loading or structural capacity of Rocky Mountain Power poles. It is up to each wireless provider to secure a Master License Agreement from the City before it attaches to Rocky Mountain Power Poles.

City of Casper, Wyoming
Small Wireless Facility in the Right-of-Way
Recommended Requirements - Preliminary Site Approval,
Application for Permit, and License Agreement Process

The new process for a Small Wireless Facility (SWF) in the Right-of-way (ROW) to be approved involves four steps, including: 1) Application for a ROW License Agreement; 2) Preliminary Site Plan and SWF Design Approval; 3) Application for a Permit to Install a SWF in the ROW; and 4) Annual ROW Use Fees.

- A. Execution of Wireless Provider Right-of-Way License Agreement** -- The application package for the Wireless Provider ROW License Agreement must be submitted directly to the Community Development Department. The City will countersign, date, and execute the Wireless Provider License Agreement once it is fully negotiated. This agreement is a one-time Master License Agreement that needs to be completed between the City and the Provider prior to the first SWF Installation Permit being approved but can be worked on concurrently with the Preliminary Site Plan and SWF Approval process. The City will review the application within the time frame provided by federal law. When the Agreement is ready for pick-up, a City staff member will email the applicant to advise them that the License has been issued and is ready to be picked up.
- B. Preliminary Site Plan and SWF Design Approval** --This step in the SWF approval process involves the approval of a site plan and SWF design that will be the basis for the construction drawings submitted for review and approval by the Community Development Department, City's Public Services Department, Support Services Department, Financial Services Department, City Attorney's Office and other affected departments. Applicants may submit up to 10 sites per application. The stages of the process below may be combined if plan sets are complete at the time of the submittal.
1. Preliminary Technical Site and Design Review Plan Submittal (Stage 1): Provider must submit a preliminary site plan (5%-30% complete) and one (1) Preliminary Site and SWF Design Review Application Form for each proposed site location to 200 N. David, Casper, WY 82601, or electronically by contacting the Community Development Department. Include the Provider License number (unless that agreement has yet to be executed at the time of submittal). Conceptual plans should show the general layout, locations, elevations, configuration, and capacities of all significant improvements, topographical features, pedestrian and vehicular ways, buildings, utilities and other features significantly affecting the appearance, design, function or operation of each element of the Wireless Provider's Improvements. City Staff will contact the applicant to arrange for the review meeting. The Design Plan should reference "Streetlight Design Standard 207.08".

This meeting will be at the City with City staff and the Wireless Provider's site development team to review the location of potential SWFs in the ROW and proposed SWF designs and appearances. A Design Plan and Site Plan meeting can be held concurrently or separately, depending on the complexity of the application. City staff may include members from Public Services Department, Community Development Department, Support Services Department, Financial Services Department, City Attorney's Office and other affected departments as applicable. In the meeting, City staff will review each location with the Wireless Provider and use the City's GIS map layers to identify the opportunities and obstacles for an SWF to be installed at each proposed location. The Wireless Provider should be able to walk away from this meeting with enough information to know whether a location is feasible before submitting plans for power and fiber for those preliminary designs.

2. Preliminary Site Plan and SWF Design Review Plan Submittal (Stage 2) and Field Visit of Proposed Site: Provider must submit a preliminary site plan set (60% complete) and one (1) Preliminary Site Plan and SWF Design Review Application Form for each proposed site location to 200 N. David, Casper, WY 82601, or electronically by contacting the Community Development Department. Include the Provider License number (unless that agreement has yet to be executed at the time of submittal) and City Log number that was assigned at the time of the stage 1 submittal. Preliminary plans at this stage should show all surface finishes and treatments, finished elevations, general internal and external design (including without limitation colors, textures, and materials) mechanical (including typical standard details), communications (including proposed communications pedestal or vault location), electrical (including proposed meter pedestal location), plumbing, and other utility systems, building materials, landscaping, and all other elements necessary prior to preparation of final working construction documents and showing compliance with all requirements of the City's regulations. Any ROW encroachment due to ground equipment or electric pedestals shall also be addressed. An Engineer with the Public Services Department will contact the applicant to arrange a field meeting, if required. It is highly recommended that the Wireless Provider invites their communications and electric provider designers to this field meeting as those locations should be finalized by the end of this stage. If the City determines a visit to the proposed site is necessary to identify and verify issues that need to be addressed in the design and engineering of the site, an Engineer with the Public Services Department will coordinate a meeting with Wireless Provider's site development and engineering team to discuss and review options. The area around the proposed site shall be staked and have the ROW line surveyed and marked or staked prior to the site walkout.

After this step the Wireless Provider should have enough information to know what is expected for the final design submittal.

3. Final Submittal for Preliminary Site Plan and SWF Design Review Plan Approval (Stage 3): Submit a copy of pre-final (90% complete) plans and one (1) Preliminary Site Plan and SWF Design Review Application Form for each proposed site location to the Community Development Department at 200 N. David, Casper, WY 82601 or electronically by contacting the Community Development Department. Include the Provider License number (unless that agreement has yet to be executed at the time of submittal) and City Log # that was assigned at the time of the stage 1 submittal.

This submittal must include: 1) the letter of authorization from the pole owner to utilize the specific pole for this site, and 2) a complete set of site plans (see below for requirements).

The site plan set must be in color scaled to fit on 11" x 17" paper and each plan set must include:

- a. Title Sheet. Include on the title sheet references to the associated communications and electric provider job numbers.
- b. General Notes. Include a legend showing line types and equipment symbols.
- c. Site Survey (include on plan, the docket number of the ROW non-exclusive dedication).
- d. Enlarged Site Plan (showing ROW, easements, and private property as well as stations and offsets or dimensions for all proposed equipment locations and running lines).
- e. Elevations (minimum of two views), including:
 - Height and diameter of the existing pole and the proposed pole and pole foundation.
 - Location of the ground equipment and electrical pedestal.
 - Antennas with shroud mounted on pole.
 - Antenna mounting details.
 - Landscape in immediate surrounding area.
 - Photo simulations of site, if requested.
- f. Electrical Site Plan (showing ROW, Easements, and Private Property as well as stations and offsets or dimensions for all proposed equipment locations and running lines) and one-line diagram.
- g. Grounding/bonding plan.
- h. Street light, monopole, or utility pole plan as applicable.
- i. All plans should include typical standard details as applicable.

4. Final Approval of Preliminary Site Plan and SWF Design Plan: The Preliminary Site Plan and SWF Design Plan will be reviewed by stakeholders in the various City Departments, and all redlines and comments must be cleared before the plans and design are approved and ready for the next steps. Once approved, the Wireless Provider shall use the approved plan set as the basis for the construction drawings (CDs) that will be submitted with the Application Permit to Install a Small Wireless Facility in the Right-of-Way.

The approval of a Preliminary Site Plan does not grant the Wireless Provider any implied or expressed rights or reservations to use the pole and site. The use of a City-owned pole and ROW for a SWF is only granted upon the approval and issuance of a SWF Installation Permit by the City.

C. Application for Permit to Install an SWF in the ROW -- In order to be accepted for submittal, each *Permit Application and Supplement to Install an SWF in the ROW* must be submitted to the Public Services Department, Engineering Division and have the following documents attached:

1. Preliminary Site Plan and SWF Design Approval: The applicant shall submit a copy of the Preliminary Site Plan and SWF Design Approval and all required documents contained in that approval, including a full set of the approved site plan.
2. Wireless Provider ROW License Agreement or Agreement Number: The Agreement must be signed by the Wireless Provider and include all required documents. (NOTE: The agreement is only required one time per Provider and may be completed in advance if the Provider so chooses. Once a License Agreement is in place, the Provider may simply include that number on the application forms going forward.)
3. Title Report Showing ROW Ownership and Utility Easements.
4. Certificate of Insurance (COI): The COI must be in conformance with the City's insurance requirements.
5. Letter of Site Compliance with the FCC's Radio Frequency (RF) exposure guidelines.
6. Three (3) full sets of Construction Drawings for the Site (unless submitted electronically): Upon approval of the preliminary site plan, the Wireless Provider must have the CDs generated by a qualified engineering firm and stamped by a Professional Engineer. The submittal of the CD plan set shall be in 11" x 17" format unless otherwise specified by the City's Public

Services Department. The following required information may be combined to reduce sheets as long as it is clearly readable:

- a. Title Sheet.
- b. General Notes.
- c. Site Survey (include on plan, the docket number of the ROW non-exclusive dedication).
- d. Enlarged Site Plan.
- e. Elevations (minimum of two views), including:
 - Height and diameter of the existing pole and the proposed pole and pole foundation.
 - Location of the ground equipment and electrical pedestal.
 - Antennas with shroud mounted on pole.
 - Antenna mounting details.
 - Landscape in immediate surrounding area.
 - Photo simulations of site, if requested.

7. Construction Details:

- a. Antennas.
- b. Shrouds.
- c. Mounting brackets and posts.
- d. Foundation.
- e. Conduit for cables, wires and electricity.
- f. Electrical meter and pedestal.
- g. Ground equipment (need to show dimensions of equipment).

8. Structural and Engineering Documents:

- a. Pole design and load calculations.
- b. Foundation design and load calculations.

9. Electrical and Grounding/Bonding Plans, including power meter and pedestal.

10. Landscape and Screening Plan, if required.

11. Drainage and Other Site Issues.

12. Bond(s) and Letter of Credit as required by the City.

D. Payment of Fee - Application for Permit -- The SWF Installation Permit will not be issued until the non-refundable application fee has been received. This fee includes the cumulative fees for City of Casper staff time to process the proposed SWF from conceptual proposal to permit, including the Preliminary Site Approval,

Application for Permit to Install a Small Wireless Facility in the ROW, and the SWF Permit to Work in the ROW.

Upon approval of the Permit Application to Install a Small Wireless Facility in the ROW, the Provider will begin the Construction Coordination Process by submitting a request to schedule a suggested pre-conference with City personnel.

- E. Initial Payment and Invoice of Annual Use Fees** -- A payment of the annual use fee is required at the time of issuing the Permit. An invoice for each Small Wireless Facility in the ROW will be sent to the Wireless Provider or its payment designee by December 15th of each year, with payment due by January 15th of the following year (payment due in 30 days).

2019
City of Casper, Wyoming
Recommended Design Standards,
Concepts and Requirements for
Small Wireless Facilities
in the Right-of-Way

Standard Design Requirements for Small Wireless Facility

Definitions

“Antenna” means communications equipment that transmits or receives electromagnetic radio frequency signals and that is used in providing wireless services.

“Antenna Mounting Bracket” means the hardware required to secure the antenna to the pole.

“Antenna Mounting Post” means the vertical post or pipe that the antenna mounting bracket is mounted to in order for the antenna to be attached to the pole.

“Antenna Shroud” means the three-sided cover that is mounted at the base of the antenna to conceal the appearance of the cables and wires from the handhole port on the pole to the bottom-fed antenna.

“Canister Antenna” means the canister or cylinder style housing used to conceal the antenna(s), amplifier(s), radio(s), cables, and wires at the top of a pole.

“Communications Equipment” means any and all electronic, opto-electronic and optical equipment at the Small Wireless Facility location that processes and transports information from the antennas to the Wireless Provider’s network.

“Dog House” means the plastic or metal enclosure attached to the base of a pole that covers the transition point of underground cables and wires to the vertical section of the pole.

“Ground Mounted Equipment” means any Communications Equipment that is mounted to a separate post or to a foundation on the ground.

“Light Emitting Diode” also referred to as “LED” is a type of lighting used in fixtures installed on city streetlight and traffic signal poles.

“Light Fixture” means the lighting unit or luminaire that provides lighting during the evening hours or during the hours of darkness.

“Luminaire Mast Arm” means the post that attaches the light fixture to the streetlight pole or traffic signal pole.

“Omni-directional Antenna” also referred to as an “omni antenna” is round in shape, like a pipe, and may be about one (1) inch in diameter up to about six (6) inches in diameter.

“Outside Diameter” also referred to as “OD” means the points of measurement, using the outer edges of a pole, pipe or cylinder.

“Panel Antenna” means the style of antenna that is rectangular in shape and with dimensions that are generally approximately four (4) feet to eight (8) feet in height, by eight (8) inches to twelve (12) inches wide, and four (4) inches to nine (9) inches deep.

“Remote Radio Heads (RRH) / Remote Radio Units (RRU)” means the electronic devices that are used to amplify radio signals so that there is increased performance (farther distance) of the outgoing radio signal from the antenna.

“Right-of-way” means the area on, below or above a public roadway, highway, street, sidewalk, alley, or utility easement. Right-of-way does not include a Federal Interstate Highway, a state highway or state route under the jurisdiction of the Department of Transportation, a private easement, property that is owned by a special taxing district, or a utility easement that does not authorize the deployment sought by the wireless provider.

“Sight Distance Easements” means the area of land adjacent to an intersection, driveway or roadway that has restrictive uses in order to preserve the view of oncoming or crossing vehicular and pedestrian traffic by drivers in vehicles attempting to merge with traffic or enter a roadway.

“Sight Visibility Triangles” means the traffic engineering and safety concept that requires clear view by the driver of a vehicle to crossing traffic at a stop sign, driveway or intersection. In order to achieve clear visibility of the cross traffic, the land areas in the sight visibility triangle has specific maximum heights on landscaping, cabinets, and other potential view obstructions.

“Signal Head” means the “Red, Yellow and Green” light signals at a signal-controlled intersection.

“Signal Head Mast Arm” means the horizontal pole that has the signal heads mounted to it and attaches to the traffic signal pole.

“Small Wireless Facilities” or “SWF” encompass facilities that meet the following conditions: (1) the facilities -- (i) are mounted on structures fifty (50) feet or less in height including their antennas, or (ii) are mounted on structures no more than ten percent (10%) taller than other adjacent structures, or (iii) do not extend existing structures on which they are located to a height of more than fifty (50) feet or by more than ten percent (10%), whichever is greater; (2) each antenna associated with the deployment, excluding associated antenna equipment, is no more than three (3) cubic feet in volume; (3) all other wireless equipment associated with the structure, including the wireless equipment associated with the antenna and any pre-existing associated equipment on the structure, is no more than twenty eight (28) cubic feet in volume; (4) the facilities do not require antenna structure registration under federal law; (5) the facilities are not located on Tribal land as defined under federal law; and (6) the facilities do not result in human exposure to radiofrequency radiation in excess of the applicable safety standards specified under federal law. The following types of associated ancillary equipment are not included in the calculation of equipment volume: electric meter, concealment elements, telecommunications demarcation box, grounding equipment, power transfer switch, cut-off switch, and vertical cable runs for the connection of power and other services.

“Stealth and Concealment Elements” means the use of shrouds, decorative elements, design concepts and faux elements so that a small wireless facility can be designed to blend in with the surrounding streetscape with minimal visual impact.

“SWF Installation Permit” means a permit issued, upon written approval by the City, for the construction or installation of small wireless facilities.

“Utility Pole” means a pole or similar structure that is used in whole or in part for communications services, electric distribution, lighting or traffic signals. Utility pole does not include a monopole tower.

City of Casper
Small Wireless Facility in the ROW
Common Standard Design Concepts, Requirements and Details

The following standard design requirements shall be applied to all new small wireless facilities in the City's ROW, whether for a small wireless facility to be installed on an existing or replacement streetlight pole, an existing or replacement traffic signal pole, an existing or replacement utility pole, or on an existing or new wireless support structure. It shall be within the City's reasonable discretion to either approve or deny a small wireless facilities request in conformance with Federal, State and local law.

A. Pole Design and Installation

1. Replacement Pole Clearances – Underground Utilities

All electrical equipment shall maintain minimum horizontal clearance from underground utilities as follows:

- Clearance from water lines shall be at least six (6) feet.
- Clearance from sewer lines shall be at least six (6) feet.
- Clearance from telecommunications lines shall be at least one (1) foot.
- Clearance from electrical lines shall be at least one (1) foot.
- Clearance from all other underground infrastructure shall be at least six (6) feet.

A wireless services provider or wireless infrastructure provider shall not place a pedestal or other comparable equipment directly above a water, sewer, gas or electric line in the City.

- a. The City, in its sole discretion, may grant exceptions, upon approval by the City Engineer or his/her designee, from these horizontal separation distances on a case-by-case basis. The approval of a variance is dependent upon factors specific to the site.
- b. In the case where there is an issue with horizontal separation from other underground utilities, the wireless provider may elect to work with the impacted utility to have lines, pipes or property moved so that minimum clearance is achieved. All relocation of a City-owned or a privately-owned utility shall be at the sole expense of the wireless provider or as otherwise agreed between occupants.

2. Calculating the Base Height of an Existing Pole

The base height, from which the calculation of the "increase in pole height" is referenced for determining the overall pole height, shall be calculated as follows:

- a. Streetlight Pole
 - 1) A streetlight with a separate luminaire mast arm mounted to the vertical pole shall use the top of the vertical pole as the base height.
 - 2) A streetlight, with the luminaire mast arm integrated (e.g. telescopic style pole) into the top vertical section of the pole, shall use the point on the pole where the mast arm is connected plus twenty-four (24) inches as the base height.

- b. Traffic Signal Pole -- A traffic signal pole with a luminaire mast arm that is mounted above the signal head mast arm to the pole shall use the top of the vertical portion of the pole as the base height.

- 3. Replacement Pole Clearance – Original Streetlight Pole or Traffic Signal Pole
The minimum distance of the replacement pole from the original pole location shall be sixty (60) inches or more so that construction can occur safely. The City may change this minimum distance on a case-by-case basis.

- 4. Replacement Pole Clearances – Sidewalks
The new or replacement pole shall maintain a twelve (12) inch minimum clearance distance from sidewalks. The City, in its sole discretion, may increase that minimum clearance on a case-by-case basis to ensure the safe use of the sidewalk and adjacent area.

- 5. Sight Distance Easements (SDE) and Sight Visibility Triangles (SVT)
All new and replacement poles shall be installed in a location that does not impair or interfere with SDE or SVT safety requirements.

- 6. Cables, Wires and Jumpers
 - a. All cables for the wireless equipment and antennas – except where such cables or wires attach to the ports in the antenna – shall be located inside a conduit, inside the caisson and pole. There shall not be any “dog house” or externally visible conduit or entry point of the cables unless allowed in writing by the City.

 - b. All electrical wires for the streetlight luminaire, traffic signal heads, and any City device on the pole shall be new and connected to the existing power source.

- 7. Handhole
 - a. All handhole locations shall be called out on the plans.

 - b. All handholes near antennas shall have the top of the handhole no lower than the bottom height of the antennas.

 - c. The bottom of the handhole should not exceed six (6) inches below the bottom of the antenna.

- 8. Wireless Facility Identification Information
 - a. A four (4) inch by six (6) inch Radio Frequency Safety notice shall be mounted no less than twenty-four (24) inches from the bottom of the antenna, facing away from traffic.

 - b. The wireless provider shall place a discreet site identification or number on the pole. The size, color and location of this identifier shall be determined by the City.

 - c. No wireless provider signs may be placed on a streetlight, traffic signal pole, wireless support structure, or a new or replacement pole except to the extent required by local, state or federal law or regulations.

9. Interference with City Wireless Network
The City has certain wireless devices in a network that connect traffic signals, community centers, water sites, and other locations for the City's proprietary use. The selection of a location for a wireless site shall include a determination and identification to the City of any potential interference with the City's wireless network based on RF signals from a wireless provider's proposed site.
10. Cable Chase and Dog Houses
The City, in its sole discretion, shall determine if an exterior cable chase and dog house are aesthetically compatible with the pole and immediate area. The materials and paint color of the cable chase and dog house shall be determined on a case-by-case basis.

B. Removal of Original Pole, Equipment and Pole Foundation

1. Removal of Original Signal Pole, Mast Arm, Signal Heads and Luminaire
 - a. The City shall determine what original components, (e.g., original pole, mast arm, signal heads and luminaire, etc.) shall be delivered at no cost to the City by the wireless provider.
 - b. If the City accepts some of the original components, then only those components shall be delivered by the wireless provider to the City and the remaining components shall be properly discarded by the wireless provider.
2. Removal of Original Streetlight or Traffic Signal Pole Foundation
The concrete pole foundation for the original streetlight or traffic signal pole shall be removed by the wireless provider as instructed by the City:
 - a. **Partial Removal:** The original pole foundation shall be taken back to a level that is twelve (12) inches below existing grade and covered with four (4) inches of one-half (1/2) inch to three quarter (3/4) inch rock materials. The remaining eight (8) inches shall be native soil.
 - b. **Complete Removal:** If the entire original pole foundation must be removed, then all materials (concrete, rebar, metals, bolts, etc.) shall be removed. The City's Inspector shall determine, on a case-by-case basis, the type of backfill material and compaction required – ranging from native soil that is compacted to one half (1/2) sack slurry for the entire depth, or a combination of native soil and slurry.

C. Antennas, RRH/RRU, Cables and Mounting on Pole

1. *General Requirement:* All antennas shall be installed in a manner that minimizes the visual impact to the general public. All work shall be performed in a professional manner that is consistent with the highest standards of workmanship and that meets all applicable industry standards and applicable codes.
2. *Specific Criteria:*
 - a. Antenna Mounting Posts and Brackets
 - 1) All panel antennas shall be mounted directly to the pole or onto a mounting pole so that the distance from the "face" of the streetlight pole to the back of the antenna does not exceed nine (9) inches.

- 2) All mounting posts shall be trimmed so that the poles do not extend higher than the top of the antenna or protrude lower than the antenna unless necessary to install the shroud.
- 3) All pole attached wireless equipment must be a minimum of ten (10) feet from the sidewalk elevation.
- 4) Electrical Meter Boxes shall not be mounted on the pole unless otherwise approved by the Public Services Department or his/her designee.

b. Panel Antennas

- 1) All panel antennas for a small cell site shall fit within an imaginary enclosure of not more than three (3) cubic feet in volume. (NOTE: This volume does not include antenna cable shrouds when required.)
- 2) All panel antennas with exposed cables from the bottom of the antenna shall have a shroud installed on the antenna or antenna mounting posts to conceal the cables.
 - a) The type of shroud may be a forty-five (45) degree angle (away from the bottom of the antenna; toward the pole) or a ninety (90) degree angle (parallel to the bottom of the antenna) depending on the location of the site.
 - b) The shroud shall extend from the bottom of the antenna to two (2) inches below the bottom of the nearest handhole.

c. Canister Antennas

- 1) All canister antennas shall fit within an imaginary enclosure of not more than three (3) cubic feet in volume. (Note: This volume does not include the canister as it is a stealth device and not the antenna.)
- 2) The canister shall be no larger than eighteen (18) inches in diameter (OD).
- 3) All canister antennas shall be located in a canister that is mounted to a base plate at the top of the vertical section of the replacement pole.
- 4) All cables protruding from the canister shall be concealed within the canister or by a shroud at the point where the canister is mounted to the base plate.

d. Remote Radio Heads (RRH) / Remote Radio Units (RRU)

The RRH/RRU is not considered part of the antenna. If allowed, the RRH/RRU may be calculated as part of all other wireless equipment associated with this facility that is subject to the twenty-eight (28) cubic feet maximum size for small cell sites. On a case-by-case basis, the City in its sole discretion and upon reviewing the landscape in the immediate surrounding area, the location of the pole, and stealth options, may allow a site to have an RRH/RRU installed on the pole.

D. Ground-mounted Equipment:

1. *General requirement:* All ground-mounted equipment shall be installed in a manner that minimizes the visual and ingress/egress impact to the general public. All work shall be performed in a professional manner that is consistent with the highest standards of workmanship and consistent with all applicable codes. The work

shall conform with the City's encroachment code, regulations, requirements and policies.

2. *Specific criteria:*

- a. Sight Distance Easements (SDE) and Sight Visibility Triangles (SVT)
All ground-based wireless equipment shall be installed in a location that does not impair or interfere with SDE or SVT safety requirements.
- b. Ground Equipment Location – Generally
All ground-based wireless equipment, including but not limited to equipment cabinets or power pedestals, shall be placed as far as practical to the back of the ROW while maintaining at least three (3) feet of ingress/egress in the ROW or public utility easement (PUE) around the equipment.
- c. Ground Equipment Clearances – Underground Utilities
All electrical equipment shall maintain minimum horizontal clearance from below-ground utilities:
 - Clearance from water lines shall be at least six (6) feet.
 - Clearance from sewer lines shall be at least six (6) feet.
 - Clearance from telecommunications lines shall be at least one (1) foot.
 - Clearance from cable television lines shall be at least one (1) foot.
 - Clearance from all other underground infrastructure shall be at least six (6) feet.

A wireless services provider or wireless infrastructure provider shall not place a pedestal or other comparable equipment directly above a water, sewer, gas or electric line in the City.

 - 1) The City, in its sole discretion, may grant a variance upon approval from the Public Services Department, from these horizontal separation distances on a case-by-case basis. The approval of a variance is dependent on factors specific to the site.
 - 2) In the case where there is an issue with horizontal separation from other underground utilities, the wireless provider may elect to work with the impacted utility to have its lines, pipes or property moved so that the minimum clearance is achieved. All relocation work of a City-owned or a privately-owned utility shall be at the sole expense of the wireless provider or as otherwise agreed between occupants.
- d. Ground Equipment Clearance – Sidewalks
The ground equipment shall maintain a minimum twelve (12) inch clearance distance from sidewalks. The City, in its sole discretion, may increase the minimum clearance on a case-by-case basis to ensure the safe use of the sidewalk and adjacent area.
- e. Compliance with Height Requirements
Evidence or documentation that, where the above-ground structure is over thirty-six (36) inches in height, given its proposed location, the structure will comply or be in compliance with applicable City planning and zoning ordinances.

- f. Screening of Ground Equipment
Ground-mounted equipment should be screened in accordance with the City zoning code.
- 1) The type of screening materials and design will be addressed on a case-by-case basis and shall take into account the location of the site, the use of the immediate area, and the existing aesthetic elements surrounding the site.
 - 2) In cases when screening is not required, the City may specify the paint color of the ground-mounted equipment.
- g. Decals and Labels
- 1) All equipment manufacturers' decals, logos and other identification information shall be removed unless required for warranty purposes.
 - 2) The wireless provider of the site may place an "Emergency Contact and One Call of Wyoming" decal or emblem on the ground equipment.
 - 3) The ground-mounted equipment shall not have any flashing lights, sirens or regular noise other than a cooling fan that may run intermittently.
- h. Equipment Cabinets on Residential Property
- 1) Residential Single-Family Lot - The wireless equipment and ancillary equipment shall not exceed thirty-six (36) inches in height in the yard of a residential single-family zoned property.
 - 2) Air-conditioning Units - Unless otherwise specified by the City, a wireless equipment cabinet with air-conditioning (not a fan only) shall be enclosed by walls and setback a minimum of fifteen (15) feet from lots where the existing or planned primary use is a residential single-family dwelling.
- i. Electric Company Meter
- 1) All electric company meters shall be installed in the ROW or PUE. The location of the meter equipment shall have minimum ingress and egress clearance from private property lines and driveways.
 - 2) All electric company meters shall maintain minimum clearance from above-ground utility cabinets and below-ground utilities.
 - 3) All electric company meters shall be installed in a location that does not impair or interfere with the SDE or SVT safety requirements of the City.
 - 4) The electric company meters shall be screened or contained within a pedestal cabinet that is painted to match the ground equipment or as specified by the City.
 - 5) In the case where screening is not required, the City may specify the paint color of the electric company meter cabinet on a case-by-case basis.

City of Casper
Standard Design Requirements
Small Wireless Facility on Existing Streetlight

The following design standards shall apply, in addition to other design standards that are included in this document, to a Small Wireless Facility (SWF) proposed for a location with an existing City-owned or third party-owned streetlight in the City Right-of-Way (ROW). These design standards are not exhaustive and the City, as the owner, keeper and manager of the ROW retains the right to modify or adjust the requirements on a case-by-case basis.

A. Pole Criteria:

1. *Purpose of Streetlight Pole:* The primary purpose of the pole shall remain as a pole structure supporting a streetlight luminaire and related streetlight fixtures used to provide lighting in the City ROW. The attachment of wireless equipment to an existing streetlight pole or to a replacement pole that impedes this primary purpose will not be approved.
2. *General Requirement:*
 - a) A SWF shall be designed to blend in with the surrounding streetscape with minimal visual impact.
 - b) A replacement pole shall match the City standard streetlight pole, as closely as possible, subject to more specific criteria below.
 - c) For each individual pole type or style used to support the wireless equipment, one spare replacement pole shall be provided by the wireless provider to the City in advance so the pole can be replaced promptly in case of a knockdown. The City may require additional spare replacement poles in advance to adequately prepare for inclement weather.
 - d) All plans shall be signed and sealed by a Professional Engineer.
 - e) All other details in the City's street light regulations shall apply.
3. *Specific Criteria:*
 - a) New or Replacement Pole Height

A new or replacement pole may be installed without zoning review if one of the two height requirements is met:

 - 1) Up to a ten (10) foot increase, not to exceed fifty (50) feet total (whichever is less);
or
 - 2) Up to the maximum height for the affected zoning district.
 - b) Overall Height of Replacement Pole
 - 1) The "base" height of an existing streetlight pole shall be the height of the vertical pole section from the existing grade. The height of the luminaire mast arm, if higher than the vertical pole section, shall not be used to determine the new overall height of the replacement pole.
 - 2) If the antennas are the highest vertical element of the site, then the new overall height of the replacement pole is measured from the existing grade to the top of the canister, top of the omni-directional antenna, or the top of the panel antenna.

- c) Increase in Outside Diameter (OD) of Pole
The non-tapered replacement pole outside diameter (OD) of the base section shall be equal to the top section, and the OD shall not exceed eight and five-eighths (8-5/8) inches.
- d) Luminaire Mast Arms
 - 1) All luminaire mast arms shall be the same length as the original luminaire arm, unless the City requires the mast arm to be different (longer or shorter) based upon the location of the replacement pole.
 - 2) Unless otherwise approved, all luminaire mast arms shall match the arc (if applicable) and style of the original luminaire arm.
 - 3) The replacement luminaire mast arm shall be at the same height above the ground as the existing luminaire.
- e) Luminaire Fixtures
 - 1) All replacement poles shall have the City standard light-emitting diode (LED) light fixture installed.
 - 2) All replacement light fixtures shall have a new City standard photo-cell or sensor provided by the wireless provider or a sensor with the capability of activating multiple poles simultaneously.
- f) Pole Foundation
 - 1) All pole foundations shall conform to the City's adopted standards and specifications on streetlight design and shall be modified for wireless communications equipment and cables.
 - 2) The City, in its sole discretion, may allow the pole foundation design to be "worst case" for all soil conditions.
 - 3) A separate, one-inch diameter conduit shall be installed in the pole foundation for the City's luminaire wire and any additional City wires or cables. The City's conduit shall be trimmed to three (3) inches above the top of the pole foundation.
 - 4) The height of the pole foundation shall be two (2) inches above finished grade. If the pole foundation encroaches into any portion of the sidewalk, then the pole foundation shall be flush with the sidewalk and designed appropriately to allow for anticipated pedestrian traffic.
 - 5) Shrouds for the streetlight pole mounting bolts may be required for the replacement pole.
- g) Painting of Replacement Pole
 - 1) If the replacement pole is an unpainted galvanized pole, the pole shall not be painted or have a finish unless otherwise specified by the City.
 - 2) For powder coated bronze/silver type poles, the wireless provider shall replace with same powder coated color and/or color combination.
 - 3) For park green style poles, the wireless provider shall replace with powder-coated bronze/silver type poles.
- h) Painting Antennas and Mounting Equipment
 - 1) All antenna mounting brackets and hardware, antenna mounting posts, cables, shrouds and other equipment mounted on a new or replacement unpainted galvanized pole shall be painted a color specified by the City.
 - 2) All antenna mounting brackets and hardware, antenna mounting posts, cables, shrouds and all other equipment mounted on a painted new or replacement pole shall be painted a color specified by the City.
- i) Wireless providers shall install pole numbers on each replacement pole (to match the number on the existing streetlight pole being replaced).

City of Casper
Standard Design Requirements
Small Wireless Facility on Traffic Signal Pole

The following design standards shall apply to a Small Wireless Facility (SWF) proposed for a location with an existing City-owned traffic signal in the City Right-of-Way (ROW). These design standards are not exhaustive and the City, as the owner and manager of the ROW retains the right to modify or adjust the requirements on a case-by-case basis.

A. Pole Criteria:

1. *Purpose of Traffic Signal Pole:* The primary purpose of the traffic signal pole shall remain as a pole structure supporting a traffic signal and related streetlight fixtures used to provide traffic control and lighting to the City ROW. The attachment of wireless equipment to a new or replacement traffic signal pole that impedes this primary purpose will not be approved.
2. *General Requirement: Criteria:*
 - a) An SWF shall be designed to blend in with the surrounding streetscape with minimal to any visual impact.
 - b) A replacement pole shall match the City standard traffic signal pole, as closely as possible, subject to more specific criteria below.
 - c) For each individual pole type or style used to support the wireless equipment, one spare replacement pole shall be provided to the City in advance, so the pole can be replaced promptly in case of a knockdown. The City may require additional spare replacement poles in advance to adequately prepare for inclement weather.
 - d) All plans shall be signed and sealed by a Professional Engineer.
3. *Specific Criteria:*
 - a) New or Replacement Pole Height
A new or replacement pole may be installed without zoning review if both of the following height requirements are met:
 - 1) Up to a ten (10) foot increase, not to exceed fifty (50) feet total (whichever is less); and
 - 2) Up to the maximum height allowed by the affected zoning district.
 - b) Overall Height of Replacement Pole
The height of the replacement pole is measured from grade to the top of the antenna canister or the top of the panel antennas if the antennas are the highest elements.
 - c) Increase in Outside Diameter (OD) of Pole
 - 1) If the replacement pole is a taper design, the diameter of the base section of the replacement pole OD shall not exceed twelve (12) inches, or
 - 2) If the replacement pole is non-tapered, then the diameter of the base section shall be equal to the top section and the OD shall not exceed twelve (12) inches.
 - d) Signal Head Mast Arms
 - 1) The traffic signal head mast arms shall be the same length as the original signal head mast arm unless the City requires the mast arm to be different (longer or shorter) based upon the location of the replacement pole.

- 2) All signal head mast arms shall match the arc (if applicable) and style of the original signal head mast arm.
- e) Luminaire Mast Arms
- 1) All luminaire mast arms shall be the same length as the original luminaire arm unless the City requires the mast arm to be different (longer or shorter) based upon the location of the replacement pole.
 - 2) All luminaire mast arms shall match the arc (if applicable) and style of the original luminaire arm.
- f) Signal Heads
- 1) All existing signal heads shall be replaced, at no cost to City, with new light-emitting diode (LED) signal heads.
 - 2) All signal heads shall be procured from a City approved signal heads supplier or manufacturer.
- g) Luminaire Fixtures
- 1) All replacement poles shall have the City standard LED light fixture installed.
 - 2) All replacement light fixtures shall have a new photo-cell or sensor installed or a single sensor with the capability of activating multiple poles simultaneously to City standards.
- h) Other City Elements on Signal Mast Arm or Pole
 All existing emergency signal detection units, video detection cameras, video cameras, cross walk service buttons, cross walk signals, and any other pedestrian or traffic devices shall be replaced with new units by the wireless provider and installed at no cost to the City. All equipment shall be compatible with the existing systems and be procured from a list of City approved suppliers.
- i) Signs and Miscellaneous
 All street name plates or signs, directional signs and any other City approved signs shall be replaced with new signs at no cost to the City. All signs and attachments shall meet applicable City standards and be procured from a list of City approved suppliers.
- j) Traffic Signal Pole Foundation
- 1) All pole foundations shall conform to the City's standards and specifications on traffic signal pole design and shall be modified for wireless communications equipment, hand holes and cables.
 - 2) The wireless provider shall install a three (3) inch diameter (OD) conduit in the pole foundation for the City's cables and wires for the signal heads, luminaire and devices on the signal mast arm and luminaire mast arm. The City's conduit shall be trimmed to three (3) inches above the top of the pole foundation.
 - 3) In addition to the conduits for the City's use inside the pole, the wireless provider shall install one of the two options for its cables and wires:
 - a) One, six (6) inch diameter (OD) conduit in the pole foundation; or
 - b) Two, four (4) inch diameter (OD) conduits in the pole foundation. The length of the conduit shall extend from the pole foundation to six (6) inches above the signal head mast arm.
 - 4) Pole Foundation – Height Above Ground Level
 - a) If the pole foundation is in a landscaped or unimproved area, the height of the caisson shall be two (2) inches above finished grade. However, if the pole foundation is adjacent to or within a sidewalk or ramp, the height of the pole foundation shall be flush with the surface of the immediate area.
 - b) Shrouds for the traffic signal pole mounting bolts may be required for the replacement pole.

k) Painting of Pole, Antennas and Mounting Equipment

- 1) Specifications on paint color and painting process must be approved by the City.
- 2) For powder-coated traffic signal poles, the wireless provider shall replace them with the same powder-coated color and/or color combination.

l) Construction of Traffic Signal

The installation work of the replacement traffic signal pole, including mast arms, signal heads and devices, must be performed by a Wyoming licensed Traffic Signal Contractor with a minimum of five (5) years of experience installing traffic signals.

City of Casper
Standard Design Requirements
Small Wireless Facility on Existing Utility Pole

The following design standards shall apply to a Small Wireless Facility (SWF) proposed for a location with an existing third party-owned utility pole in the City Right-of-Way (ROW). These design standards are not exhaustive and the City, as the owner, keeper and manager of the ROW retains the right to modify or adjust the requirements on a case-by-case basis.

A. Pole Criteria:

1. *Purpose of Utility Pole:* The primary purpose of the pole shall remain as a pole structure supporting cables and wires used to provide communications services and electric distribution in the City ROW. The attachment of wireless equipment to an existing third party-owned utility pole that impedes this primary purpose will not be approved.
2. *General Requirement:*
 - a) An SWF shall be designed to blend in with the surrounding streetscape with minimal visual impact.
 - b) A SWF mounted on an existing third party-owned utility pole is subject to more specific criteria below.
 - c) All plans shall be signed and sealed by a Professional Engineer.
3. *Specific Criteria:*
 - a) Replacement Pole Height

A replacement pole may be installed without zoning review if both of the following height requirements are met:

 - 1) Up to a ten (10) foot increase, not to exceed fifty (50) feet total (whichever is less); and
 - 2) Up to the maximum height allowed by the zoning district.
 - b) Overall Height of Replacement Utility Pole
 - 1) The “base” height of an existing utility pole shall be the height of the vertical pole section from the existing grade.
 - 2) If the antennas are the highest vertical element of the site, then the new overall height of the replacement pole is measured from the existing grade to the top of the canister or the top of the panel antenna.
 - c) Use of Existing Pole – Wood
 - 1) An existing wood pole used for a SWF shall have the antennas contained within an eighteen (18) inch (OD) canister mounted at the top of the pole.
 - 2) Unless otherwise approved, the cables and wires from the base of the pole to the antennas shall be installed in a conduit or cable chase outside of the pole, facing away from the street or away from on-coming traffic.
 - 3) If a “dog house” is required as a transition point connecting the underground cables and wires from the ground mounted equipment to the pole, the City shall provide the maximum size, dimension and shape of the dog house on a case-by-case basis.
 - d) Use of Existing Pole – Metal
 - 1) An existing metal pole used for an SWF shall have the antennas contained within an eighteen (18) inch (OD) canister mounted at the top of the pole.

- 2) Panel antennas on a metal pole shall have the same "RAD center" so the antennas will be at the same height on the pole.
 - 3) The cables and wires from the base of the pole to the antennas shall be installed in a conduit or cable chase on the outside of the pole, facing away from the street or away from on-coming traffic.
 - 4) If a "dog house" is required as a transition point connecting the underground cables and wires from the ground mounted equipment to the pole, the City shall provide the maximum size, dimension and shape of the dog house on a case-by-case basis.
- e) Painting of Pole and Dog House
- 1) If the replacement pole is an unpainted galvanized pole, the pole shall not be painted or have a finish unless otherwise specified by the City.
 - 2) If the existing or replacement pole includes a dog house for the transition of the cables and wires to the pole, the dog house shall be painted the same color as the pole or a color specified by the City.
- f) Painting Antennas and Mounting Equipment
- 1) All antenna mounting brackets and hardware, antenna mounting posts, cables, shrouds and other equipment mounted on a new or replacement unpainted galvanized pole shall be painted as specified by the City.
 - 2) All antenna mounting brackets and hardware, antenna mounting posts, cables, shrouds and all other equipment mounted on a painted new or replacement pole shall be painted a color specified by the City.
 - 3) If the antenna is mounted on a wood pole, the color of the antenna, antenna canister, mounting brackets and posts, shrouds and cable chases shall be painted a color specified by the City that will closely match the color of the wood.
- g) Ground Mounted Equipment
- The City may require the ground-mounted wireless equipment to be screened or concealed to reduce the visual impact to the surrounding area.

City of Casper
Standard Design Requirements
Small Wireless Facility on New Poles in ROW

The following design standards shall apply to a Small Wireless Facility (SWF) that a wireless provider may install in the ROW that is not either: 1) a replacement pole for an existing streetlight, or 2) a replacement pole for an existing traffic signal.

A new wireless support structure, including a monopole that is up to forty (40) inches in outside diameter (OD), shall incorporate the highest level of stealth and concealment of the antennas and wireless equipment in order to minimize the visual impact of the site to the public.

A. Pole Criteria:

1. *Purpose of Wireless Support Structure:* The sole purpose of a new vertical element or wireless support structure is to attach antennas for the provision of wireless services by a wireless provider in the City's ROW.

2. *General Requirement:*
 - a) A new wireless support structure shall be designed to minimize the visual and aesthetic impact of the new vertical element and associated equipment upon the look, feel, theme, and use of the surrounding area.

 - b) An SWF shall be designed to blend in with the surrounding streetscape with minimal visual impact.

 - c) The new wireless support structure shall be architecturally integrated and compatible with the use of the surrounding area.

 - d) The height of the new wireless support structure cannot exceed the maximum height of the zoning district within which the site is proposed.

 - e) All plans shall be signed and sealed by a Professional Engineer.

3. *Specific Criteria:*
 - a) New Pole Height
A new wireless support structure may be installed without zoning review if both of the following height requirements are met:
 - 1) Ten feet in height above the tallest existing utility pole, other than a utility pole supporting only wireless facilities, that is in place on the effective date of this section, that is located within five hundred feet of the new, replacement or modified utility pole and that is in the same right-of-way within the jurisdictional boundary of the authority, but no more than fifty feet above ground level; and
 - 2) Up to the maximum height of the zoning district.

New small wireless facilities collocated on a utility pole or wireless support structure in the right-of-way are not subject to zoning review and approval if they do not extend more than ten feet above the utility pole or wireless support structure and do not exceed fifty feet above ground level.

- b) Overall Height of New Pole
The height of the new wireless support structure is measured from grade to top of the antenna canister, or the top of the panel antenna if the antennas are the highest elements of the site. Otherwise, the measured height shall be from existing grade to the highest point of the wireless support structure.

- c) Outside Diameter of Monopole
The maximum outside diameter of a monopole shall not exceed forty (40) inches.
- d) Stealth and Concealment Elements
- 1) As part of the stealth and concealment elements of the wireless support structure, the City may require the wireless provider to install street name plates, directional signs, and other decorative signs or artistic elements on the structure.
 - 2) The wireless provider is solely responsible for the cost of all stealth and concealment elements and the installation of other elements required by the City.
 - 3) The wireless provider is responsible for the performance of and any costs incurred for regular upkeep, maintenance and replacement (if necessary) of these stealth and concealment elements.
- e) Architectural Integration with Surrounding Area
- 1) The new wireless support structure shall be designed in consultation with various City stakeholders in the area and may include other stakeholders such as residents, schools and other interested parties.
 - 2) The City may require the new wireless support structure to be constructed of a specific material that will enhance the stealth and concealment of the site.
- f) Pole Foundation
- 1) The pole foundation for the wireless support structure, if required, shall conform to civil and structural engineering standards acceptable to the City, with design modifications for wireless communications equipment and cables.
 - 2) The height of the pole foundation shall be two (2) inches above finished grade. However, if the pole foundation is adjacent to or within a sidewalk or ramp, the height of the pole foundation shall be flush with the surface of the immediate area.
 - 3) Shrouds for the pole mounting bolts may be required.
- g) Painting of Wireless Support Structure, Antennas and Mounting Equipment
- 1) The City shall identify the paint colors, location of paint and any decorative work that may be painted onto the new wireless support structure.
 - 2) The City shall identify the paint colors for the antennas, antenna mounting brackets and posts, antenna shrouds, and cables.
 - 3) The City may require the new wireless support structure to be painted using a powder-coat process.
- h) Ground Mounted Equipment
The City may require the ground-mounted wireless equipment to be screened or concealed to reduce the visual impact to the surrounding area.

City of Casper Contacts

For questions regarding the 2019 City of Casper Design Standards, Concepts & Requirements for Wireless Facilities in the Right-of-Way, contact:

**Public Services Department
(307) 235-8400**

**Community Development Department
(307) 235-8362**

**Support Services Department
(307) 235-8344**

**City Attorney's Office
(307)235-7503**

City of Casper, Wyoming
Small Wireless Facility in the Right-of-Way
Wireless Provider Right-of-Way License Agreement Application

Wireless Provider: _____

Name of Applicant: _____

Address of Applicant: _____

Applicant's Email Address: _____ Applicant's Phone Number: _____

Choice of RF Safety Protocol (Please choose one):

- Option 1:** Wireless Provider agrees to provide access to a "kill switch" for each wireless site that the City's employees, agents or representatives can use to turn off all power to the wireless site while the City performs work at the location.
- Option 2:** Wireless Provider agrees to provide emergency contact information for and send out a technician within 24 hours of a request by the City with an RF monitor to confirm that all RF emitting equipment has, in fact, been deactivated, and to install all appropriate lockout tags and devices.
 - Please provide emergency phone number: _____

Checklist of Other Required Documents:

- Signed Wireless Provider Right-of-Way License Agreement(s) package, including the Provider's proposed Master License Agreement for installation of its small wireless facility (the License Application and Proposed Master License Agreement must be required in order to initiate a meeting with the City Manager and City Attorney's Office)
 - Letter of Credit or Bond(s), as required by the City
 - Certificate of Insurance from the Provider naming the City as an Additional Insured or an Endorsement on the Liability Insurance Policy
 - Certificate of Insurance from all Contractors for the Provider naming the City as an Additional Insured or an Endorsement on the Liability Insurance Policies
 - Assumption of Wireless Provider Right-of-Way License Agreement (if applicable)
- _____

FOR STAFF USE ONLY – APPROVAL SECTION

Application Packet Submittal: _____ Application Intake By: _____

Name of Contract Administrator: _____

Signature of Contract Administrator: _____

Date: _____

ROW Agreement License Number (to be assigned upon approval of Application):

_____ (Year) - (Wireless Provider) - (Number "XXXX")

INSTRUCTIONS
Small Wireless Facility in the Right-of-Way
Wireless Provider Right-of-Way License Agreement Application

- Wireless Provider:** Name of the company that will operate the Small Wireless Facility.
- Name of Applicant:** The name of the person submitting the application and the company they are employed with; this person may be a wireless provider employee or an agent working on behalf of the operating company.
- Address of Applicant:** Business address of the applicant.
- Applicant's Email Address:** Business email of the applicant.
- Applicant's Phone Number:** Business phone number of the applicant.
- Choice of RF Safety Protocol:** Choose which RF Safety Protocol the wireless provider will participate in. Provide the appropriate phone numbers as necessary.

Checklist of Other Required Documents

Signed Wireless Provider Right-of-Way License Agreement Package

The Wireless Provider Right-of-Way License Agreement must have all information completed and signed by the authorized representative of the Wireless Provider. The Wireless Provider Right-of-Way License Agreement must have all Exhibits attached in order to be complete. (NOTE: If the Wireless Provider would like an original version of the Wireless Provider Right-of-Way License Agreement, they may submit a second original that will be returned with the Permit at time of permitting.)

Letter of Credit or Bond

The Letter of Credit or Bond is a security deposit for the Wireless Provider's performance of all of its obligations as detailed in the City's regulations. The Letter of Credit or Bond shall conform to the requirements of the City.

Certificate of Insurance (COI)

The certificate of insurance document must be in conformance with the requirements set forth in the City's regulations.

Assumption of Wireless Provider Right-of-Way License Agreement

If City's approval of this application will require City's approval of any assumption of the applicant's current or pending Right-of-Way License Agreement with the City, applicant must also submit the assumption of Right-of-Way License Agreement in a form acceptable to the City Attorney's Office.

Staff Use Section

Application Packet Submittal

Input the date that the Application was accepted for review and approval.

Application Intake By

Input the name of the City staff that reviewed the application for completeness and accepted payment of the Application to Install a Small Wireless Facility in the ROW.

Name of Contract Administrator

The Contract Administrator is the Public Services Director or his/her designee.

ROW Agreement License Number

Input the City's License Number for the Wireless Provider Right-of-Way License Agreement.

The format shall be: Year -- Wireless Provider Name -- Number (XXXX)
with the year in full four (4) digits, the name of the Wireless Provider, and starting with "0001"

Examples: 2019 -- AT&T -- 0001

2019 -- Verizon -- 0002

City of Casper, Wyoming
Small Wireless Facility in the Right-of-Way
Preliminary Site Plan and SWF Design Review Application

Wireless Provider's ROW Agreement License Number: _____

Wireless Provider: _____

SWF Site Name & Number: _____

Name of Applicant: _____

Applicant's Address: _____

Applicant's Email Address: _____

Applicant's Phone Number: _____

CMRS Carrier Customer for this Location: _____

CMRS Carrier's Radio Frequency (MHz/GHz) at Site: _____

Location of the Pole: _____ feet _____ (N, S, E or W) of the intersection of

_____ and _____

Pole Owner: _____ Pole ID Number: _____

Pole Type: Steel/Metal or Wood (choose one) Model Number: _____ Color: _____

Existing Pole Height (overall): _____ feet/inches

Proposed Pole Height (overall): _____ feet/inches

Lowest Point of the Antenna Above Ground Level: _____ feet _____ inches

Cubic Feet of Ground Equipment: Height: _____ Length: _____ Width: _____ Total: _____ cubic feet

Design Schematics for Small Wireless Facilities and all Associated Equipment

Checklist of Other Required Documents:

- Letter of Authorization from Pole Owner to Install the Small Wireless Facility (If other than a City-owned pole)
- Preliminary Site Location Map or Plan (*see requirements in the attached Instructions*)

FOR STAFF USE ONLY - APPROVAL SECTION

Date Submitted: _____

Intake By: _____

Name of Contract Administrator: _____

Signature of Contract Administrator: _____

Date: _____

Name of Site Plan Approver: _____

Signature of Approver: _____

Date: _____

(NOTE: A copy of this form, letter of authorization, and approved Preliminary Site Plan must be included along with the other documents required for the "Application to Install a Small Wireless Facility in the ROW".)

Wireless Provider: Name of the company that will operate the Small Wireless Facility (SWF).

Wireless Provider's ROW Agreement License Number: Input the License Number.

SWF Site Name & Number: Input the site name.

Name of Applicant: The name of the person submitting the application and the company they are employed with; this person may be a wireless provider employee or an agent working on behalf of the operating company.

Address of Applicant: Business address of the applicant.

Applicant's Email Address: Business email of the applicant.

Applicant's Phone Number: Business phone number of the applicant.

CMRS Carrier Customer for this Location: The name of the Commercial Mobile Radio Service (CMRS) company (e.g., AT&T, Sprint, T-Mobile or Verizon) that will transmit RF signals at the site.

CMRS Carrier's Radio Frequency (MHz/GHz at Site): This is documenting the specific CMRS radio frequencies that will be transmitted from the antenna(s) at this location. The frequencies may be expressed in ranges, such as 710MHz - 716MHz, or 1850MHz - 1990MHz, or other similar descriptions of the frequency range along with the designation of megahertz (MHz) or gigahertz (GHz). This information will be useful to have in case there are RF interference issues with municipal sites.

Location of the Pole: Identify the pole location based on the distance from an existing intersection.

Pole Owner: Name of the entity that owns the pole; e.g., Rocky Mountain Power, Verizon, CenturyLink or the City.

Pole ID Number: Most poles have an ID (number or alpha-numeric code) that is on the side of the pole that faces the road or alley; the ID code may be either in stenciled paint or have vinyl letters and numbers.

Pole Type: Select the type of pole (if model number available), then indicate if it is made of steel (galvanized), metal or wood.

Pole Color: Provide the color of the existing pole.

Existing Pole Height (overall): This is height of the pole measured from the ground to the top of the pole.

Proposed Pole Height (overall): The proposed height of the replacement pole (from the ground to the top of the pole).

Highest Point of the Antenna above Ground Level: Since the antenna will be mounted on the pole, this information is the measurement from the highest part of the antenna to the ground.

Cubic Feet of Ground Equipment: Provide the dimensions (H x L x W) of the ground equipment and other non-antenna equipment (e.g., Remote Radio Units).

Checklist of Other Required Documents

Letter of Authorization from Pole Owner to Install Small Wireless Facility

The applicant must submit a letter of authorization from the pole owner stating that the applicant (or Wireless Provider) has permission to install the small cell antenna and equipment onto the pole, if other than a City-owned pole.

Preliminary Site Location Map or Plan

The preliminary site plan can be as simple as a screen shot or two of an aerial map, but the information provided must clearly identify the overall vicinity, including nearby cross streets, and must indicate the potential site location or street light(s) clearly.

The purpose of the preliminary site technical review is to review any potential pitfalls that may eliminate a particular site from being viable through information the City may have that may be unavailable to the applicant prior to submittal. This meeting gives City staff a chance to discuss with the applicant all of the technical and aesthetic requirements and expectations of the City prior to spending valuable time and resources designing a site that may ultimately not be viable due to right-of-way and easement restrictions, underground utility conflicts, or other potential applicants seeking to install facilities at the same location that may be farther along in the process or may be willing to collocate with the applicant.

Staff Use Section

Date Submitted

Input the date that the document was accepted for processing.

Intake By

Input the name of the City staff that reviewed and accepted the packet of documents for processing.

Name of Contract Administrator

The Contract Administrator is the Public Services Director or his/her designee.

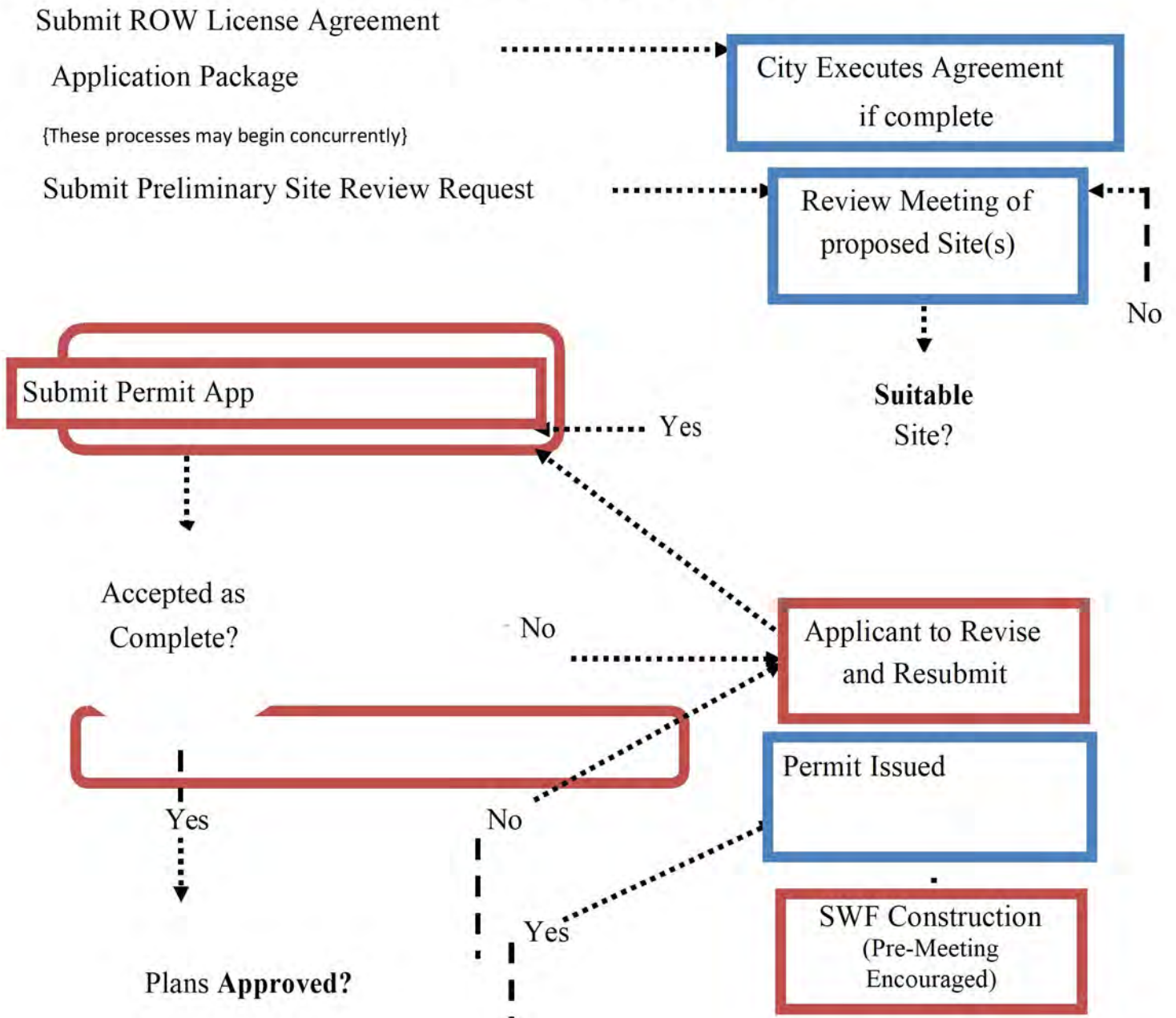
Name of Site Plan Reviewer & Approver

The Site Plan Reviewer and Approver is the Public Services Director or his/her designee.

Exhibit A

City of Casper - Process Flow Chart

Small Wireless Facility (SWF) - Right-of-Way Permit Requirement Process



ORDINANCE NO. 6-19

AN ORDINANCE ADOPTING AND APPROVING THE RIGHT-OF-WAY SMALL WIRELESS FACILITY IMPLEMENTATION COST STUDY AND FEE STRUCTURE DEVELOPMENT REPORT; AND, THE SMALL WIRELESS FACILITIES RECOMMENDED REQUIREMENTS.

WHEREAS, last year, Council passed an ordinance updating section 17.12.124 of the Casper Municipal Code (*Wireless Communication Facilities Regulations*); and,

WHEREAS, on September 27, 2018, the FCC released a *Declaratory Ruling and Third Report and Order* (“Order”) that limits state and local management of wireless communication facilities, and the associated fees for use of the rights-of-way and public property in the rights-of-way.

WHEREAS, the Ruling and Order took effect on January 14, 2019; and,

WHEREAS, based on the Order, the City needed to perform cost study and develop implementation recommendations to determine its reasonable, non-discriminatory fees for use of its rights-of-way; and,

WHEREAS, on December 11, 2018, Council approved a contract with Thomas F. Duchon & Associates, Inc., d/b/a River Oaks Communications Corporation (“Consultant”) to perform that work; and,

WHEREAS, the Consultant has completed the cost study and implementation recommendations; and,

WHEREAS, members of each City department reviewed the study and implementation recommendations; and,

WHEREAS, all City departments concur with the cost study and implementation recommendations, and recommend their adoption; and,

WHEREAS, it is important for the City to use the cost study and implementation recommendations as soon as possible, so it can be in compliance with the Order, assist with the rapid deployment of wireless communication facilities, and collect reasonable, non-discriminatory amounts for the use of its rights-of-way.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the *Final Report: Right-of-Way Small*

Wireless Facility Implementation Cost Study and Fee Structure Development Report for the City of Casper, dated January 30, 2019, is hereby adopted and approved.

BE IT FURTHER RESOLVED: That the *Small Wireless Facilities Recommended Requirements for the City of Casper*, Wyoming, dated January 30, 2019, is hereby adopted and approved.

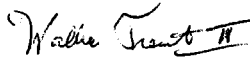
BE IT FURTHER RESOLVED: That the City Manager or his designee shall implement, authorize and modify the requirements of the above-described documents as reasonably necessary in the interest of the City, and in a reasonable, non-discriminatory manner.

PASSED on 1st reading the 19th day of February, 2019.

PASSED on 2nd reading the 5th day of March, 2019.

PASSED, APPROVED, AND ADOPTED on third and final reading the 19th day of March, 2019.

APPROVED AS TO FORM:




ATTEST:



CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Charles Powell
Mayor

January 29, 2019

MEMO TO: J. Carter Napier, City Manager 

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

SUBJECT: Public Hearing for Annual Renewal of Liquor Licenses.

Meeting Type & Date
Regular Council Meeting
February 19, 2019

Action type
Public Hearing
Minute Action

Recommendation

That Council, by minute action, authorize the annual renewal of all currently issued liquor licenses, contingent upon compliance with all other applicable codes, and with the stipulations and conditions previously placed on Retail Liquor License No. 6, Frosty's Bev, LLC., d.b.a Frosty's Lounge; No. 21, Urban Market Wines, LLC., d.b.a Urban Bottle; and No. 37, Charger Holdings, LLC., d.b.a Yellowstone Garage.

Summary

State Statutes require that the City Council hold a public hearing each year prior to the renewal of City issued liquor licenses (complete list attached). This gives the public an opportunity to address City Council with any concerns they might have regarding the operation and management of a given establishment. It also affords City Council an opportunity to have certain liquor establishments appear and address any questions that City Council might have.

All liquor license applications must be certified as being complete by the Liquor Division of the Wyoming Department of Revenue. The Division has certified all 2019-2020 license applications as being complete.

Police Report for 2018

The Casper Police Department has compiled a report of all calls for service at the address of each liquor dealer's establishment in calendar year 2018. The Casper Police Department presented the report to City Council at the February 5, 2019 pre-session.

No establishments accrued the designated minimum number of demerit points to merit suspension of their liquor license.

Licenses with Stipulations

Unless removed by the City Council, the following licenses will retain the existing stipulations placed upon them:

- Retail Liquor License No. 6, Frosty Bev LLC, d.b.a. **Frosty Liquor**, has stipulations and conditions put in effect restricting Roger Hessler from ownership or interest in this liquor license. Stipulation 1.b regarding patio hours was rescinded by Council in 2012 upon request of the license holder.
- Retail Liquor License No. 36, Urban Market Wines, LLC, d.b.a. **Urban Bottle**, has stipulations and conditions restricting this liquor license from being transferred to a new address.
- Retail Liquor License No. 37, Charger Holding, LLC, d.b.a. **Yellowstone Garage**, has stipulations and conditions restricting this liquor license from being transferred to a new address.

Assessed Demerit Points

Casper Municipal Code 5.08.190 (C) requires reporting of assessed demerit points to the City Council at renewal. Although various liquor license holders, their employees, agents or third parties were convicted of a listed offense and consequently acquired demerit points (below), no holders accumulated enough points to be subject to suspension or revocation as provided by Code.

The following is a summary of the assessed demerit points as furnished by the Casper Police Department.

Establishment	License Type	Date	Disposition	Demerit Points	Offense
C85 @ Galles Liquor Mart	Retail	12/31/2019	Pled Guilty	25	Sale to minor
CY Discount Liquor	Retail	12/31/2018	Awaiting Trial	0	Sale to minor
Albertson's WEST	Retail	12/22/2018	Pled Guilty	25	Sale to minor
C85 @ The Branding Iron	Retail	2/5/2018	Pled Guilty	25	Sale to minor
Dsasumo	Bar & Grill	12/17/2018	Pled Guilty	25	Sale to minor
Buffalo Wild Wings	Bar & Grill	01/30/2018	Pled Guilty	25	Sale to minor
JS Chinese Restaurant	Restaurant	12/13/2018	Pled Guilty	25	Sale to minor
Pizza Hut WEST	Restaurant	12/22/2018	Awaiting Trial	0	Sale to minor
Wonderful House	Restaurant	12/27/2018	Pled Guilty	25	Sale to minor
Koto Restaurant	Restaurant	12/28/2018	Pled Guilty	25	Sale to minor
Table Mountain Vineyards	Satellite Winery	12/13/2018	Pled Guilty	25	Sale to minor
Frontier Brewing	Microbrew	12/13/2018	Pled Guilty	25	Sale to minor

Ramada Riverside	Resort	12/17/2018	Dismissed	0	Sale to minor
Holiday Inn	Resort	12/27/2018	Pled Guilty	25	Sale to minor

Disclosed Felony and Alcohol Related Violations

All individuals, partners, officer of a club, or stockholders, limited liability companies, limited liability partnerships, and every officer and every director must disclose if they have been convicted of a felony violation or any violation related to the sale or manufacture of alcoholic liquor or malt beverages.

Three individuals listed on the 2019-2020 applications disclosed they had alcohol related convictions. However, in contacting these applicants, the convictions were over ten (10) years old. Wyoming Statutes require disclosure of convictions within ten (10) years prior to filing of the application. Consequently, these individuals would not have needed to make the disclosure in that the conviction is irrelevant to the renewal process per State law.

Restaurant and Bar & Grill Licenses – Food Service Requirements

Casper Municipal Code Sections 5.08.260 and 5.08.285 require the applicant for a Restaurant Liquor License or a Bar & Grill Liquor License to satisfy the City Council that the primary source of revenue from the operation of the restaurant be derived from food services and not from the sale of alcoholic liquor or malt beverages. City Council shall condition renewal of the licenses upon a requirement that not less than sixty percent (60%) of gross sales from the preceding twelve months’ operations of a licensed restaurant or bar & grill, as reported by the applicant, be derived from food services.

From the review of all applications, revenue from the sale of food exceeded sixty percent (60%) of gross sales for all of the restaurant and Bar & Grill applications.

Non-operational or “Parked” Licenses

An owner or holder can maintain a license in an inactive or ‘parked’ status for one year without having a functional physical building and not purchasing the required minimum amount of alcohol. Upon showing good cause by the licensee, the Council may grant a one-year extension of the non-operational status.

Current parked licenses are:

- Bar & Grill License No. 10, **Marvin Piel, LLC, d/b/a The Tower**, located at 100 North Center Street. This license may remain non-operational until November 22, 2018 at which time it will need to become active or request the one-year extension. On November 20, 2018 the City Council approved a one-year extension. This license will have to be active by November 22, 2019.

- Retail Liquor License No. 18, **3OH7 Hospitality, LLC, d/b/a C85 @ The Wonder Bar**, located at 256 South Center Street. This license may remain non-operational until February 12, 2020 at which time it will need to become active or request the one-year extension.

Application Deadlines

City Staff sent out renewal applications on November 9th, 2018. The due date for these renewals to be turned into the City Clerk’s offices was December 3rd, 2018. The following liquor license holders did not meet this deadline:

Establishment	License Type	Date received
Olive Garden	Bar and Grill	12/7/2018
Buffalo Hot Wings	Bar and Grill	12/7/2018
Courtyard by Marriot	Resort	12/4/2018
Hilton Garden Inn	Resort	12/7/2018
Bosco’s	Restaurant	12/7/2018
Firehouse Pizza Wood Fired	Restaurant	12/5/2018
Casper Events Center	Retail	12/7/2018
Smith’s Food and Drug	Retail	12/7/2018
TJ’s Bar and Grill	Retail	12/7/2018

Delinquent Sales Tax holds

If a liquor dealer fails to pay its state sales tax, the department of revenue will put their liquor license into a “delinquent sales tax hold” status.

The delinquent sales tax hold affects their ability to transfer their liquor license and purchase alcohol from the State Liquor Commission. In the event that they are in delinquent status the City Council could opt to suspend the license. All types of liquor licenses are subject to this statute.

As of this date (February 4, 2019) there are no sales tax holds on any liquor licenses.

Renewal Year

After the public hearing, if City Council renews the liquor licenses, all renewed licenses will be effective for April 1, 2019, the beginning of the 2019-2020 license year.

Financial Considerations

No Financial Considerations

Oversight/Project Responsibility

Carla Mills-Laatsch, Licensing Specialist

Attachments

List of liquor licenses

Affidavit of website publication

Stipulations for Frosty's Lounge, Urban Market Wines, and Yellowstone Garage

CITY OF CASPER

MICROBREWERIES - APRIL 1, 2019 - MARCH 31, 2020

NO.	NAME	DBA	LOCATION
3	Skull Tree Brewing, LLC.	Skull Tree Brewing	1530 Burlington
4	BrewStory, LLC	Frontier Brewing Company	117 East 2nd Street
5	Gruner Brothers Brewing	Gruner Brothers Brewing	1301 Wilkins Circle

RESORT LIQUOR LICENSES- APRIL 1, 2019 - MARCH 31, 2020

NO.	NAME	DBA	LOCATION
1	Trigild, Inc	Hilton Garden Inn	1150 North Poplar Drive
2	Casper Holiday Inn, LLC.	Holiday Inn	721 Granite Peak Drive
4	Casper Hospitality, LLC.	Courtyard by Marriott	4260 Hospitality Lane
5	Avana Casper, LLC	Ramada Plaza Riverside	300 West 'F' Street
6	City of Casper	Hogadon Basin	2500 West Hogadon

BAR & GRILL APRIL 1, 2019 - MARCH 31, 2020

NO.	NAME	DBA	LOCATION
1	Sriphiboon, LLC	Dsasumo	320 West 1st Street
2	City of Casper/Unassigned		200 North David
3	OG of Casper, Inc.	The Olive Garden Italian Restaurant #1828	5070 East 2nd Street
4	Casper Dave's, LLC.	Wyoming Ale Works	5900 East 2nd Street
5	Johnny J's Bar & Grill, LLC.	J's Pub & Grill	3201 SW Wyoming Blvd
6	Screamn' Hot Wyoming, LLC.	Buffalo Wild Wings	5071 East 2nd Street
7	Ujvary Enterprises, LLC.	The Fort Saloon N'Eatery	500 West 'F' Street
8	Marco's Coal Fired Pizza, LLC.	Racca's Pizzeria Napoletana	430 South Ash Street
9	Moreno and Moreno, LLC	Guadalajara Mexican Restaurant	3350 CY Avenue
10	Marvin Piel Family, LLC (<i>Parked</i>)	Marvin Piel	100 North Center Street
11	City of Casper/Unassigned		200 North David
12	City of Casper/Unassigned		200 North David
13	City of Casper/Unassigned		200 North David
14	City of Casper/Unassigned		200 North David
	\$10,500/1st yr		
	\$3,000/Renewal		

MANUFACTURER SATELLITE WINERY APRIL 1, 2019 - MARCH 31, 2020

NO.	NAME	DBA	LOCATION
1	Table Mountain Vineyards, LLC.	Table Mountain Vineyards	731 East 2nd Street

CITY OF CASPER

RESTAURANT LIQUOR LICENSES

APRIL 1, 2019 - MARCH 31, 2020

NO.	NAME	DBA	LOCATION
2	Wagons West Management LLC	Pizza Ranch - Casper	5011 East 2nd Street
5	Bosco's Inc	Bosco's	847 East 'A' Street
9	Shogun Restaurant Management, Inc.	Shogun Restaurant	3095 Talon Drive Ste #400
10	Los Espinos Inc	La Costa Mexican Restaurant	1600 East 2nd Street
17	Childs Corp	La Cocina Mexican Restaurant	321 East 'E' Street
18	Juan Rosales	Don Juan's Mexican Restaurant	144 South Center Street
19	KET LLC	Eggington's	229 East 2nd Street
21	666 Restaurant Inc.	House of Sushi	260 South Center Street
22	Uncle Freddie's of Wyoming Inc	Sanford's Grub & Pub	61 S E Wyoming Blvd
23	Alejandro Rosales	Taco's Mexico	2771A East 12th Street
29	JJM CW Hospitality Inc	Denny's Dinner	4220 Hospitality Lane
31	Himalayan Indian Cuisine, LLC.	Himalayan Indian Cuisine	232 East 2nd Street #100B
32	Koto Casper, Inc.	Koto Restaurant	5091 East 2nd Street
33	Firehouse Pizza Wood Fired	Firehouse Pizza Wood Fired	395 Newport
34	New Chopstix Asian Bistro	New Chopstix Asian Bistro	1937 East 2nd Street
38	Wonderful House Casper, Inc	Wonderful House	221 South Montona
39	THW, Inc.	JS Chinese Restaruant	116 West 2nd Street
40	Yang & Zhang, Inc	Lime Leaf Bistro	845 East 2nd Street
	** 18 Restaurant Liquor Licenses		

CITY OF CASPER

RETAIL LIQUOR LICENSES

APRIL 1, 2019 - MARCH 31, 2020

NO.	NAME	DBA	LOCATION
1	Tin Shack	Poplar Wine & Spirits	1016 South Poplar Street
2	Red Lobster Hospitality, LLC.	Red Lobster	5010 East 2nd Street
3	Triple C Food & Beverage, LLC.	C85 @ The Pump House	739 North Center Street
4	The Office Bar & Grill, INC.	The Office Bar and Grill	520 South Ash Street
5	Travis Taylor	Cocktails	138 South Kimball
6	Frosty Bev, LLC.	Frosty Liquor	520 South Center Street
7	One Two Nine, LLC	C85 @ The Branding Iron	129 West 2nd Street
8	Good to Go, LLC (Parked)	Good 2 Go	1968 East Yellowstone Highway
9	Smith's Food & Drug Centers	Smith's #185	2405 CY Avenue
10	Armor's Restaurant, Inc.	Armor's Restaurant	3422 South Energy Lane
11	Partytime, Inc.	Partytime Liquors	1335 South McKinley Street
12	Firerock Hospitality, LLC.	Firerock Steakhouse	6100 East 2nd Street
13	Keg & Cork, Inc.	The Keg & Cork	5371 Blackmore Road
14	R & M Development Co, Inc.	Ramkota	800 North Poplar Street
15	OC Casper, LLC.	Old Chicago	3580 East 2nd Street
16	Albertsons, LLC.	Albertson's #62	2625 East 2nd Street
17	L & L Liquors, Inc.	Liquor Shed	240 South Wyoming Blvd
18	3OH7 Hospitality, LLC. (Parked)	C85 @ The Wonder Bar	256 South Center Street
19	Ridley's Family Markets, Inc.	Ridley's Family Markets	1375 CY Avenue
20	Walmart Stores, Inc.	Walmart Store #3778	4255 CY Avenue
21	Modern Electric Co.	Wyoming Bootlegger Liquor	240 & 242 West First Street
22	Wyoming Spirits, LLC.	2nd Street Liquor & Wine	939 East 2nd St Ste 400 & 500
23	Johnson Restaurant Group, Inc.	CY Discount Liquor	840 CY Avenue
24	Alibi Bar & Lounge, Inc.	Alibi Bar & Lounge	1740 East Yellowstone
25	Albertsons Liquors, Inc.	Albertson's #60	1076 CY Avenue
26	Wyoming Novelty Co.	TJ's Bar & Grill	2024 CY Avenue
27	Alrog, Inc.	Moonlight Liquors	2305 East 12th Street
28	Caputa's Catering, LLC	Sunrise Lanes	4370 South Poplar
29	Double C Hospitality, LLC.	C85 @ Galles Liquor	748 East Yellowstone
30	Gold Crown, LLC.	Paradise Valley Liquors	401 Valley Drive
31	Sam's West, Inc.	Sam's Club #6425	4600 East 2nd Street
32	Roaring 22, LLC.	The Gaslight Social	314 West Midwest Avenue
33	Moyle Petroleum	Outlet Liquor & Tobacco	627 North Poplar Street
34	Dorsey Van Galloway	El-Marko Lanes/Galloway's Irish Pub & Eatery	2800 CY Avenue
35	Global Spectrum, LP.	Casper Events Center	1 Events Drive
36	Urban Market Wines LLC.	Urban Bottle	410 South Ash Street
37	Charger Holding, LLC.	Yellowstone Garage	355 West Yellowstone

CITY OF CASPER			
LIMITED RETAIL LIQUOR LICENSES			
APRIL 1, 2019 - MARCH 31, 2020			
NO.	NAME	DBA	LOCATION
1	BPO ELKS #1353	Elks Lodge #1353	108 East 7th Street
2	Fraternal Order of Eagles #306	Eagles Lodge	306 North Durbin Street
4	Casper Shrine Club	Shrine Club	1501 West 39th Avenue
6	Casper Mustang Post VFW 10677	VFW Post 10677	420 North Elk Street
8	Casper VFW Memorial Post 9439	Casper VFW Memorial Post 9439	1800 Bryan Stock Trail
9	Cabin Creek Golf, LLC	Paradise Valley Country Club	70 Magnolia
10	Amoco Reuse Agreement Joint Powers Board	Three Crowns Golf Club	1601 King Blvd
11	City of Casper	The 19th Hole	2120 Allendale Blvd



City Clerk's Office
City of Casper

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 01/20/2019 and ended on 02/20/2019 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-Lautsch Date: 02/05/2019

Title: Licensing Specialist

Scribed in my presence and sworn before me on this

5th day of February, 2019

Christa K. Wiggs



Provide to City of Casper Central Records

NOTICE OF APPLICATION FOR RENEWAL OF LIQUOR LICENSES

Notice is hereby given that the applicants whose names are set forth below filed application each for a **Retail Restaurant Limited Microbrewery Resort Bar & Grill and Manufacturer Satellite Winery Liquor Licenses** in the Office of the Clerk of the City of Casper Wyoming. The date of filing the names of said applicants and the description of the place or premises which the applicant desires to use as the place of sale are set forth below as follows:

Retail Liquor License 11/27/2018 Tin Shack LLC 1016 South Poplar Drive dba Poplar Wine & Spirits; 12/3/2018 Red Lobster Hospitality LLC Inc 5010 East 2nd Street dba Red Lobster; 11/19/2018 Triple C Food & Beverage 739 North Center Street dba C85 @ The Pump House; 12/03/2018 Office Bar and Grill, Inc 520 South Ash Street dba The Office Bar & Grill; 12/05/2018 Travis Taylor dba Cocktails 138 South Kimball 11/27/2018 Frosty Bev LLC 520 South Center Street dba Frosty Lounge; 11/19/2018 One Two Nine Hospitality, LLC 129 W 2nd Street dba C85 @ The Branding Iron; 11/28/18 Good 2 Go, LLC 1968 East Yellowstone Hwy dba Good 2 Go; 12/07/18 Smith's Food & Drug Centers 2405 CY Avenue dba Smith's #185 11/26/2018 Armor's Restaurant Inc 3422 South Energy Lane dba Armor's Restaurant; 11/28/2018 Partytime Inc 1335 South McKinley Street dba Partytime Liquors; 11/30/18 Firerock Hospitality LLC 6100 East 2nd Street dba Firerock Steakhouse & Grill; 12/03/18 Keg & Cork Inc 5371 Blackmore Rd dba The Keg & Cork; 12/03/18 R&M Beverage Company Inc dba Ramkota Hotel; 11/30/18 OC Casper LLC 3580 East 2nd Street dba Old Chicago; 11/20/18 Albertsons LLC 2625 E 2nd Street dba Albertson's #62; 11/16/2018 L & L Liquors Inc 240 S Wyoming Blvd dba Liquor Shed; 11/19/2018 3OH7 Hospitality LLC 256 S Center Street dba C85 @ The Wonder Bar; 12/03/2018 Ridleys Family Market Inc 1375 CY Avenue dba Ridley's Family Markets; 11/30/18 Walmart Inc 4255 CY Avenue dba Wal-Mart #3778; 11/29/18 Modern Electric Company 240 & 242 West 1st Street dba Wyoming Bootlegger Liquor 11/30/2018 Wyoming Spirits LLC 939 East 2nd St Ste 400 dba 2nd Street Liquor & Wine; 11/30/2018 Johnson Restaurant Group Inc 840 CY Avenue dba CY Discount Liquor; 11/26/18 Alibi Bar & Lounge Inc 1840 E Yellowstone dba Alibi Bar & Lounge; 11/20/18 Albertsons Liquors Inc 1076 CY Avenue dba Albertsons Liquors #60; 12/07/18 Wyoming Novelty Company 2024 CY Avenue dba TJ's Bar & Grill; 09/27/18 Alrog Inc 2305 E 12th Street dba Moonlight Liquors; 12/03/2018 Caputa's Catering LLC 4370 S Poplar dba Sunrise Lanes; 11/19/2018 Double C Hospitality, LLC 748 E Yellowstone dba C85 @ Galles Liquor; 11/20/18 Gold Crown LLC 401 Valley Drive dba Paradise Valley Liquors; 11/30/18 Sam's West Inc 4600 E 2nd Street dba Sam's Club #6425; 12/03/18 Roaring 22, LLC 314 West Midwest dba Gaslight Social; 11/27/2018 Moyle Petroleum Company 627 N Poplar dba Outlet Liquor & Tobacco; 11/30/2018 Dorsey Van Galloway 2800 CY Avenue dba Galloway's Irish Pub; 12/04/18 Global Spectrum LP 1 Events Drive dba Casper Events Center; 11/30/18 Charger Holdings LLC 355 W Yellowstone dba Yellowstone Garage; **Restaurant Liquor License** 12/05/18 Wagons West Management, LLC 5011 E 2nd Street dba Pizza Ranch; 11/27/18 Shogun Restaurant Management Inc 3095 Talon Drive dba Shogun Restaurant; 12/07/2018 Childs Corporation 321 East "E" Street dba La Cocina Mexican Restaurant 12/07/2018 Bosco's Inc 847 E A dba Bosco's; 12/03/18 Los Espinos Inc 1600 East 2nd Street dba La Costa Mexican Restaurant; 12/02/18 Juan Rosales 144 South Center Street dba Don Juan Mexican Restaurant; 11/27/18 KET LLC 229 East Second Street dba Eggington's Restaurant; 12/03/18; 666 Restaurant Inc. 260 South Center dba House of Sushi; 11/28/18 Uncle Freddie's of WY Inc 61 SE Wyoming Blvd dba Sanford's Grub & Pub; 12/03/18 Alejandro Rosales 2118A East 12th Street dba Tacos Mexico; 12/03/18 JJM CW Hospitality Inc 4220 Hospitality Lane dba Denny's Diner; 11/19/18 Himalayan Indian Cuisine, LLC 232 E 2nd St dba Himalayan Indian Cuisine; 11/27/18 Koto Casper, Inc 5091 E 2nd Street dba Koto Restaurant; 12/05/18 Firehouse Pizza Wood Fired 395 Newport No 1 dba Firehouse Pizza Wood Fired 11/26/18 New Chopstix Asian Bistro Casper, Inc 1937 E 2nd Street dba Chopstix Asian Bistro; 12/05/2018 Wonderful House Casper, INC 221 South Montana dba Wonderful House; 12/03/18 THW, INC 116 West Yellowstone dba JS Chinese Restaurant; 11/30/18 Yang & Zhang, INC 845 E 2nd St dba Lime Leaf Bistro; **Limited Retail** 12/03/18 B.P.O.E. Elks Lodge #1353 108 East Seventh Street dba Elks Lodge #1353; 12/03/18 Fraternal Order of Eagles 306 North Durbin Street dba Eagles Lodge; 11/27/18 Casper Shrine Club 1501 West 39th Street dba Shrine Club; 11/27/18 Casper Mustang VFW Post 10677 420 North Elk dba VFW Post 10677; 11/27/2018 Casper Memorial VFW Post 9439 1800 Bryan Stock Trail dba Casper VFW Memorial Post 9439; 11/30/18 Cabin Creek Golf LLC 70 Magnolia dba Paradise Valley Country Club;

01/15/18 Amoco Reuse Agreement Joint Powers Board 1601 King Blvd dba Three Crowns Golf Club; 11/20/18 City of Casper Wyoming 2120 Allendale Blvd dba The 19th Hole Restaurant **Microbrewery Permit** 11/21/18 Skull Tree Brewing, LLC 1530 Burlington Avenue dba Skull Tree Brewing; 11/30/18 Brewstory, LLC 118 East 2nd Street dba Frontier Brewing Company; 12/3/2018 Gruner Brothers Brewing 1301 Wilkins Cir dba Gruner Brothers Brewing **Resort** 12/07/18 Trigild, Inc 1150 Poplar dba Hilton Garden Inn; 12/03/18 Casper Inn LLC 721 Granite Peak Drive dba Holiday Inn; 12/04/2018 Casper Hospitality LLC 4260 Hospitality Lane dba Courtyard by Marriott; 11/20/18 City of Casper 2500 West Hogadon Road dba Hogadon Basin Ski Area **Bar & Grill** 11/29/18 Sriphaiboon, LLC 320 West First Street dba Dsasumo; 12/07/18 OG of Casper Inc. 5070 East 2nd Street dba Olive Garden Italian Restaurant; 11/30/18 Casper Dave's LLC 5900 E 2nd Street dba Wyoming Ale Works; 11/30/18 Johnny J's Bar & Grill LLC 3201 SW Wyoming Blvd dba J's Pub & Grill; 12/07/18 Screamin' Hot Wyoming LLC 5071 E 2nd Street dba Buffalo Wild Wings; 12/03/18 Ujvary Enterprises LLC 500 West 'F' Street dba The Fort Saloon N'Eatery; 11/26/18 Marco's Coal Fired Pizza Casper LLC dba Racca's Pizzeria Napoletana; 12/04/2018 Marvin Piel Family, LLC, 100 N. Center Street dba The Tower; 11/28/18 Moreno & Moreno LLC 3350 CY Avenue dba Guadalajara Mexican Restaurant; **Manufacturer Satellite** 12/03/18 Table Mountain Vineyards LLC 731 E 2nd St dba Table Mountain Vineyards. Protest, if any there be, against the issuance of each and every license, will be heard at the hour of 6:00 p.m. on the 19th day of February, 2019, in the City Council Chambers City Hall 200 North David Street Casper Wyoming. Dated this 10th day of January 2019, City of Casper Wyoming, A Municipal Corporation; J. Carter Napier, City Manager, Fleur Tremel, City Clerk.

Publish: February 3 and 13, 2019

RETAIL LIQUOR LICENSE NO. 6 FROSTY'S LOUNGE

CONDITIONS AND RESTRICTIONS

September 2011

THE FOLLOWING CONDITIONS AND RESTRICTIONS SHALL ATTACH TO AND BIND RETAIL LIQUOR LICENSE NUMBER 6, AND ANY OWNER(S) OR SUCCESSOR(S) THEREOF, AS WELL AS ALL OPERATIONS UNDER OR PURSUANT TO SAID LICENSE. SAID CONDITIONS AND RESTRICTIONS SHALL CONTINUE TO ATTACH TO AND BIND SAID LICENSE AND THE OWNER(S) THEREOF AND THEIR TRANSFEREES, SUCCESSORS OR ASSIGNS UNTIL OTHERWISE REMOVED OR RECINDED BY FORMAL ACTION BY THE CASPER CITY COUNCIL.

1. Rodger Hessler, or any corporation or other entity in which he may have or hold and interest shall not have any ownership or other legal interest in or to Retail Liquor License Number 6, or have any relationship as a partner, stockholder, manager, employee or otherwise with the holder of or any license transferee except as provided in Paragraph 2 below.
2. The holder of Retail Liquor License Number 6 acknowledges that Sandbar, Inc., owns the building and associated real property located at 520 South Center Street, Casper, Wyoming, the current location of Retail Liquor License Number 6, and that Sandbar, Inc. may be leasing, or otherwise selling this real property to the holder of or a future transferee of Retail Liquor License Number 6. Nothing herein contained shall be construed to prevent Sandbar, Inc., or Rodger Hessler, from leasing or otherwise selling said real property by contract for deed or by and through a note-mortgage transaction whereby Sandbar, Inc. or Rodger Hessler would be the Mortgagee thereunder. PROVIDED HOWEVER, in no event shall the consideration for any such sale or other transfer of the premises, by lease or otherwise be based upon a percentage of the revenue derived from sale of alcoholic or malt beverages under Retail Liquor Licenses Number 6.
3. Any violation of these Conditions and Restrictions shall entitle the City Council, upon notice and hearing, to revoke Retail Liquor License Number 6.

RETAIL LIQUOR LICENSE NO. 36 URBAN MARKET WINES

CONDITIONS AND RESTRICTIONS MAY 2014

THE FOLLOWING CONDITIONS AND RESTRICTIONS SHALL ATTACH TO AND BIND RETAIL LIQUOR LICENSE NUMBER 36 AND ANY OWNERS OR SUCCESSORS(S) THEREOF, AS WELL AS ALL OPERATIONS UNDER OR PURSUANT TO SAID LICENSE. SAID CONDITIONS AND RESTRICTIONS SHALL CONTINUE TO ATTACH TO AND BIND SAID LICENSE AND THE OWNERS(S) THEREOF AND THEIR TRANSFEREES, SUCCESSORS OR ASSIGNS UNTIL OTHER WISE REMOVED OR RESCINDED BY FORMAL ACTION BY THE CASPER CITY COUNCIL.

1. This Retail Liquor License shall be restricted to its use only at 410 South Ash, and shall not be eligible for transfer to any other location. Its use on the real property may be transferred to a new owner or lessee of the real property upon approval by the City of Casper, Wyoming as provided by law. Upon the termination of the use of this Retail Liquor License by the applicant, a subsequent purchaser or lessee of the real property from the applicant, or by operation of law, this Retail Liquor License shall revert to, and become the sole and separate property of the City of Casper, Wyoming.
2. Additionally, in the event the applicant shall fail, for whatever reason, to acquire a fee simple interest in the adjacent property, as described in the Real Estate Purchase Agreement between the applicant and the City of Casper, within two (2) years of the date of Purchase Agreement, the City shall have the absolute right to revoke Retail Liquor License No. 36 at the end of this two (2) year purchase period. The applicant understands, and agrees to the City's right to revoke this Retail Liquor License pursuant to this condition, which shall survive the closing of the Purchase Agreement.
3. This Restaurant Liquor License shall be restricted to its use only on Lot 2, OYD No. 2 Subdivision to the City of Casper, Wyoming (the "real property"), 410 South Ash, and shall not be eligible for transfer to any other location. Its use on the real property may be transferred to a new owner or lessee of the real property upon approval by the City of Casper, Wyoming as provided by law. Upon the termination of the use of this Restaurant Liquor License by the applicant, a subsequent purchaser or lessee of the real property from the applicant, or by operation of law, this Restaurant Liquor License shall revert to, and become the sole and separate property of the City of Casper, Wyoming.

RETAIL LIQUOR LICENSE NO. 37 CHARGER HOLDINGS, LLC.

CONDITIONS AND RESTRICTIONS SEPTEMBER 2016

THE FOLLOWING CONDITIONS AND RESTRICTIONS SHALL ATTACH TO AND BIND RETAIL LIQUOR LICENSE NUMBER 37 AND ANY OWNERS OR SUCCESSORS(S) THEREOF, AS WELL AS ALL OPERATIONS UNDER OR PURSUANT TO SAID LICENSE. SAID CONDITIONS AND RESTRICTIONS SHALL CONTINUE TO ATTACH TO AND BIND SAID LICENSE AND THE OWNERS(S) THEREOF AND THEIR TRANSFEREES, SUCCESSORS OR ASSIGNS UNTIL OTHER WISE REMOVED OR RESCINDED BY FORMAL ACTION BY THE CASPER CITY COUNCIL.

1. This Retail Liquor License shall be restricted to its use only at 355 West Yellowstone, and shall not be eligible for transfer to any other location. Its use on the real property may be transferred to a new owner or lessee of the real property upon approval by the City of Casper, Wyoming as provided by law. Upon the termination of the use of this Retail Liquor License by the applicant, a subsequent purchaser or lessee of the real property from the applicant, or by operation of law, this Retail Liquor License shall revert to, and become the sole and separate property of the City of Casper, Wyoming.

AN ORDINANCE REPEALING AND REPLACING CHAPTER 6.04 –
ANIMAL CARE AND CONTROL OF THE CASPER MUNICIPAL CODE

WHEREAS, the current Casper Municipal Code addressing animal care and control needs significant modifications to provide for greater protection for animals and also to better protect humans and their pets and their property; and,

WHEREAS, the City is authorized to regulate and take measures to prevent conduct which disturbs or jeopardizes the public health, safety, and peace; and,

WHEREAS, it is in the citizens of Casper's best interest and the City's best interest to promote the responsible care and control of animals.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the existing Chapter 6.04 of the Casper Municipal Code is hereby repealed and replaced as follows:

Chapter 6.04 - ANIMAL CARE AND CONTROL

Sections:

6.04.001 Purpose and Intent

The purposes of this Ordinance are to promote the public health, safety, and general welfare of the citizens and visitors of the City of Casper, and promote the health and safety of animals.

6.04.010 - Definitions.

When used in this Chapter, words have their common meaning and in addition the following words, terms, and phrases, and their derivations have the following meanings:

1. "Abandon" means a person leaves an animal on public or private property without permission to ensure proper care and supervision. An animal that is left in the Metro Animal Shelter for seven (7) working days, shall be deemed abandoned.
2. "Altered" means neutered; spayed or castrated.
3. "Animal" means any live vertebrate creature, domestic or wild.
4. "Animal control district" means the City of Casper, Wyoming.

- 44 5. "Animal protection officer" means any person designated by the director as a special
45 municipal officer who is qualified to perform such duties under this chapter and the
46 laws of this state.
47
- 48 6. "Animal services shelter" means any facility operated by a municipal agency, or its
49 authorized agents for the purpose of housing, impounding or caring for animals held
50 under the authority of this chapter or state law.
51
- 52 7. "At large."
53
- 54 a. The definition of "at large" in this Chapter, is subject to and subservient to
55 Sections 6.04.301 to 6.04.303 of this Chapter addressing dangerous or vicious animals.
56 For dangerous or vicious animals, any violation of Sections 6.04.301 to 6.04.303 are
57 violations also of the "at large" provisions of this Chapter.
58
- 59 b.i. A non-vicious, non-dangerous animal is deemed "at large:"
60
- 61 (a) If it is off the owner's property and not leashed or in an enclosed carrier;
62 or
63
- 64 (b) If it is on the owner's property and not under the direct supervision of the
65 owner or not confined to the extent that the animal cannot leave the boundaries
66 of the property; examples of confinement are by use of fencing or other secure
67 enclosures or by tethering.
68
- 69 b.ii. A non-dangerous or non-vicious animal shall not be considered "at large"
70 when held and controlled by a person by means of a leash or chain of proper
71 strength and length to control the action of the animal, or while confined
72 within a vehicle. If the animal within a parked vehicle can extend its entire
73 head outside the enclosed cabin compartment of the vehicle or beyond the side
74 of a truck bed, that animal shall be deemed at large.
75
- 76 b.iii. A non-dangerous or non-vicious dog is not considered to be at large if within
77 the interior of designated areas which permit dogs to be off leash, as
78 established by the City of Casper.
79
- 80 b.iv. Under any circumstance, on a City-owned Golf Course.
81
- 82 8. "Attack" means an aggressive or violent action against a person or animal.
83
- 84 9. "Cage and aviary birds" means those exotic captive reared birds, such as parrots, exotic
85 finches, and canaries, which are adapted to live and breed in a cage. For the purpose of
86 this chapter the monk parakeet (*myiopsitta monachus*) is not a cage and aviary bird.
87
- 88 10. "Chicken" a domestic fowl kept for its production of eggs and meat.
89

- 90 11. "Circus" means any nonresident variety show which features animal acts.
91
92 12. "City-county health officer" means a representative of the Natrona County-City of
93 Casper Health Department, or a health official designated by the Casper City Manager.
94
95 13. "Commercial animal establishment" means any pet store, grooming shop, auction, riding
96 school or stable, circus performing animal exhibition, kennel or other establishment in
97 which animals are used for commercial purposes.
98
99 14. "Commercial purpose" means the keeping of animals for the purpose of profit.
100
101 15. "Control" means an animal which:
102 a. is under a physical restraint so as to not be allowed to engage a passerby or other
103 animal; such as a leash or in an enclosed carrier.
104
105 16. "Dangerous animal" means any animal under the totality of circumstances, which poses
106 an unacceptable risk of injuring a human, a pet or property. Indicia of a dangerous
107 animal shall include, but not be limited to, aggressive lunging, growling, snarling,
108 nipping, bearing teeth.
109
110 17. "Director" means the City Manager or his/her designee.
111
112 18. "Direct supervision" as used in the definition of "at large," above, means: The owner of
113 the animal is in the same area as the animal and not separated by any barrier; the owner
114 must be able to immediately see and effectively call and manage the animal.
115
116 19. "Domesticated animals" means those individual animals which have been made
117 tractable or tame.
118
119 20. "Isolation facility" means any place specified by the Director or his/her designee which
120 is equipped with a pen or cage which isolates an animal from contact with other
121 animals.
122
123 21. "Kennel" or "cattery" means any premises wherein any person engages in the business
124 of boarding, breeding, buying, letting for hire, training for a fee, or selling dogs or cats,
125 or any residence or property on which is maintained more than three dogs and three cats
126 more than six months of age. It is illegal to maintain a kennel or cattery contrary to the
127 terms of this code, in a zone or location in which a kennel or cattery is not permitted.
128
129 21. "License" means permission issued by the Director, or his/her designee, authorizing the
130 holder to keep a dog or cat. An identification tag shall be issued for each animal
131 licensed. A valid rabies vaccination is required to obtain a license.
132
133 23. "License Tag" means a tag of a design prescribed by the Director, or his/her designee,
134 which bears the corresponding number of the dog or cat's license.
135

- 136 24. "Licensing authority" means Metro Animal Services (MAS)
137
138 25. "MAS" means Metro Animal Services
139
140 26. "Microchip" means an identifying integrated circuit which is placed under the skin of an
141 animal.
142
143 27. "Owner" includes a person who owns, harbors, keeps, maintains or exercises control
144 over an animal. Proof that a person is in control of a premise where an animal is
145 usually kept, harbored or maintained shall establish a prima facie presumption that such
146 person is the owner of such animal.
147
148 28. "Proper shelter" means a structure with three (3) sides, a top and a bottom or a
149 commercially manufactured structure, which includes an igloo styled house, designed
150 and marketed to protect animals from outside elements. The shelter must have adequate
151 ventilation and drainage which allows the animal to enter, stand, turn around and lie
152 down in a natural manner. It shall be placed on the owner's premises to effectively
153 protect the animal from outside elements.
154
155 29. "Public nuisance" means any animal is considered a public nuisance if it:
156
157 a. trespasses on school grounds, or
158
159 b. damages private or public property, or
160
161 c. interferes with passersby or a passing vehicle, to include bicycles, or
162
163 d. has bitten, scratched or attacked a person while at large, or
164
165 e. while not on the owner's premises, attacks another animal, or,
166
167 f. either individually or in concert, barks, whines, howls or otherwise makes noise in an
168 excessive, continuous or untimely fashion.
169
170 g. interferes with the delivery of U.S. Mail or other delivery services.
171
172 30. "Cat" A member of the feline family and shall not include exotic wild cats, wild species
173 of this family or hybrids thereof.
174
175 31. "Dog" A member of the canine family, but shall not include wild species of this family,
176 or any hybrid thereof.
177
178 32. "Facilities for keeping" The pens, stalls, stables, corrals, feeding area, sheds and
179 facilities of every kind where fowl, livestock or pets are penned, fed and/or protected
180 from the weather. This shall not be interpreted to include a grazing area.
181

- 182 33. Fowl” includes feathered animals regardless of age, excluding parrots and chickens.
183
184 34. “Grooming shop” A commercial establishment where animals are bathed, clipped, or
185 otherwise groomed.
186
187 35. “High Risk Rabies Vector” means raccoon, skunk, fox, coyote and bat
188
189 36. “Impound” means to place an animal in the Metro Animal Shelter, or the taking into
190 custody of an animal.
191
192 37. “Licensed Veterinarian” A practitioner of veterinary medicine who holds a valid license
193 to practice their profession in the state in which they practice.
194
195 38. “Livestock” Includes any species of equine, bovine, ovine, swine, caprine or any hybrid
196 thereof, regardless of age, sex, breed, size or purpose; inclusive of all ungulates.
197
198 39. “Local Rabies Control Authority” The Metro Animal Protection Supervisor , as
199 appointed by the Casper Chief of Police.
200
201 40. “Parrot” Any of numerous tropical and semi-tropical birds of the order of Psittaciformes,
202 characterized by short hooked bills, brightly colored plumage and in some species the
203 ability to mimic human speech.
204
205 41. “Pen or corral” An enclosure in which livestock are kept.
206
207 42. “Performing animal exhibition” Any spectacle, display, act or event other than circuses,
208 in which performing animals are used.
209
210 43. “Pet” Any animal normally kept for pleasure rather than utility, excluding those defined
211 as fowl, livestock or wild by this code.
212
213 44. “Pet shop” Any person, partnership or corporation, whether operated separately or in
214 connection with another business enterprise that buys, sells or boards any species of
215 pets.
216
217 45. “Premises” A parcel of land (one or more contiguous lots) owned, leased or controlled
218 by one or more persons.
219
220 46. “Quarantine” To detain and isolate due to suspected zoonosis or other communicable
221 disease or in the interest of public health and safety.
222
223 47. "Rabies certificate" means a certificate signed by a licensed veterinarian verifying that
224 an animal is vaccinated against rabies, and which includes the date of immunization, the
225 date that the immunization expires, and the type of vaccine used.
226
227 48. “Tether or tethering” means to restrain a dog by tying the dog to any object or structure,

- 228 including, but not limited to, a house, tree, fence, post, pole, garage, or shed or similar
229 structure or object, by any means, including, but not limited to, a chain, rope, cord,
230 leash, or running line. "Tethering" shall not include using a leash to walk a dog.
231
- 232 49. "Riding school or stable" Any place, which has available for hire, boarding and/or
233 riding instruction, any horse, donkey or mule.
234
- 235 50. "Sanitary" Any condition of good order and cleanliness.
236
- 237 51. "Service Animal" means as defined in 28 C.F.R.35.104 and 28 C.F.R. 36.104, including
238 a domesticated trained dog, that is owned in order to assist an individual with a
239 disability. Examples of service animals are dogs that are individually trained to do
240 work or perform tasks for the benefit of an individual with a disability, including
241 physical, sensory, psychiatric, intellectual, or other mental disability. Tasks performed
242 can include, among other things, pulling a wheelchair, retrieving dropped items, alerting
243 a person to a sound, reminding a person to take medication, or pressing an elevator
244 button. Emotional support animals and comfort animals are not service animals. The
245 work or tasks performed by a service animal must be directly related to the individual's
246 disability. To be a service animal, there is no requirement for certified documentation
247 of training or designation; it is the task for which the animal provides disability
248 assistance which is determinative of whether an animal is a "service animal".
249 Conversely a doctor's letter does not turn an animal into a service animal.
250
- 251 52. "Veterinary hospital" means any establishment maintained and operated by a licensed
252 veterinarian for surgery, wellness program, boarding, diagnosis and treatment of
253 diseased and injured animals.
254
255
- 256 53. A "vicious animal" means any animal or animals that constitute a physical threat to
257 human beings or other animals. Proof of the fact that an animal has bitten or attacked a
258 person or other animal at any place where that attacked or bitten person or animal is
259 legally entitled to be, shall be prima facie evidence that an animal is vicious and there is
260 a rebuttable presumption that the attacking animal is a vicious animal.
261
- 262 54. "Wild animal" or "exotic pet" means any live monkey (non-human primate), raccoon,
263 skunk, fox, snake, leopard, panther, tiger, lion, lynx, coyote, wolf, crocodilian, any
264 monitor exceeding three (3) feet in overall length or any animal which can normally be
265 found in the wild state or any hybrid thereof. Venomous and poisonous animals shall be
266 prohibited in the city limits of Casper, regardless of species or purpose.
267
- 268 55. "Working day" means a day that the Metro Animal Services Shelter is open to the
269 public.
270
- 271 56. "Ungulate" means a hoofed mammal.
272

273 57. "Zoological garden" means any facility, other than a pet shop or kennel, displaying or
274 exhibiting one or more of non-domesticated animal(s) by a person, partnership,
275 corporation or government agency.
276

277 6.04.020 - Dog and cat licensing requirements.
278

279 A. It is unlawful for any person owning, keeping, harboring or having custody of any
280 dog or cat over six months of age, within the City of Casper, not to obtain a license as
281 provided for in this chapter for the dog or cat. This requirement will not apply to a non-
282 resident keeping a dog or cat within the City limits for a period of less than sixty (60) days.
283 The requirement does not apply to service animals.
284

285 B. Dogs and cats must wear valid license tags at all times when off the premises of the
286 owner.
287

288 C. Application for licenses shall be made to the licensing authority, which shall include
289 name and address of the applicant, description of the animal, the appropriate fee, and a
290 certificate to verify that the animal has been vaccinated against rabies by a licensed
291 veterinarian, to include a description of the vaccine used, the date administered and the
292 expiration date of the vaccine.
293

294 D. The license shall be valid for one (1) year from the date of issuance, the license fee
295 must be paid upon issue or renewal and is not transferrable.
296

297 E. Upon acceptance of the license application and fee, the licensing authority shall issue
298 a durable tag, stamped with an identifying number and the calendar year of issuance.
299

300 F. A license shall be issued after payment of a license fee as established by resolution of
301 the City Council.
302

303 G. A duplicate tag may be obtained upon payment in accordance with the fee resolution.
304

305 H. No person shall use any license for any dog or cat other than the dog or cat for which
306 it is issued.
307

308 6.04.035 - Dog exhibition, show and training permit.
309

310 A. Any responsible individual may apply in writing for a dog exhibition, show and/or
311 training permit, to at the Recreation Division office. Subject to the conditions provided in
312 this section, such permit authorizes the holder and those under his or her control and
313 supervision, to utilize those city parks which are otherwise off-limits to dogs not under
314 physical restraint, for the purpose of exhibiting, showing and/or training dog(s) without
315 physical restraint. The issuance of any such permit is conditioned upon the following:
316

317 1. The applicant assumes responsibility for all handlers and dogs which are present
318 in the park pursuant to the authority of the permit;

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2. To be effective, a permit shall be kept on the person of the applicant and the applicant shall remain in the park at all times during which dogs are present pursuant to the authority of the permit;

3. An applicant shall submit with the permit application, an administrative fee of Five Dollars (\$5.00) for each event for which the permit is to be effective, with a maximum of Twenty-five Dollars (\$25.00) per year, together with a cleaning and damage deposit of Fifty Dollars (\$50.00) per event. An "event" is defined as an activity lasting not more than three (3) consecutive days. The cleaning and damage deposit shall be refunded to the applicant only if the area used pursuant to the authority of the permit is cleaned as provided in subdivision (5)(iii), and not damaged as provided in subdivision (5)(ii);

4. The applicant's recognition that such a permit does not entitle the holder to the exclusive use of the park or any portion thereof;

5. The applicant's agreement:

i. Not to allow any dog which is unrestrained under authority of the permit, to harass or molest any other animal or person using or present in the park,

ii. Not to allow any dog which is present under the authority of the permit, to damage or destroy any public or private property located in the park, or the park itself,

iii. To clean up and properly dispose of any waste deposited in the park by the dogs which are present pursuant to the authority of the permit, prior to leaving the park,

iv. To personally indemnify and hold the City harmless for any damage or destruction caused by dogs which are present in the park pursuant to the authority of the permit,

v. To maintain or ensure control over all dogs which are present in the park pursuant to the authority of the permit;

6. The absence of any violations of this code section by the applicant during the twelve-month period immediately preceding the date of application;

7. The absence of any previously scheduled event in the park which could be incompatible with the use applied for by the applicant.

B. An applicant's failure to abide by any permit condition, or the making of any false statement by an applicant on an application, is a violation of this section and upon conviction is punishable by a fine of up to Seven Hundred Fifty Dollars (\$750.00) and/or incarceration for up to six (6) months.

365
366 C. Exhibitions, shows, and training events sponsored by the city shall not require a permit
367 as provided in this section.
368

369 D. Permit applications shall be in substantially the following form:
370 Dog Exhibition, Show, and/or
371 Training Permit Application
372

373 The undersigned applicant applies for a Dog Exhibition, Show, and/or Training Permit as
374 provided by Casper Municipal Code Section 6.04.035, a copy of which is reproduced on the
375 reverse of this application. The applicant agrees to the conditions set forth in said Code
376 section and represents that the following information is accurate in all respects:
377

- 378 1. Date of application; and
379
380 2. Name and street address of applicant; and
381
382 3a. Date(s) for which permit is sought; and
383
384 3b. Park for which permit is sought;
385
386 4. Approximate number of dogs expected at event;
387
388 5. Month and year of any violation of Section 6.04.035 by the applicant.

389 **WARNING: ANY FALSE INFORMATION PROVIDED ON THIS APPLICATION OR**
390 **FAILURE TO ABIDE BY THE CONDITIONS SET FORTH IN MUNICIPAL CODE**
391 **SECTION 6.04.035 (SEE REVERSE), IS PUNISHABLE BY A FINE OF UP TO \$750.00**
392 **AND INCARCERATION FOR UP TO SIX MONTHS.**
393

394 6.04.040 - Keeping of pets, livestock or fowl; limitations.
395

396 (A) Number permitted.
397

398 1. It shall be unlawful for any person to keep more than three cats and/or three dogs on
399 any premises within the City limits of Casper, except:

400
401 ii. Kennels and catteries will be allowed in the City only in areas properly zoned
402 for this type of business.
403

404 2. No fowl or livestock shall be kept on any lot or tract of land located in a residentially
405 zoned area of the City; this applies to any and all ungulates.
406

407 3. No more than ten (10) of any other pet shall be permitted on a single premises,
408 excluding fish, rodents and small cage birds.
409

410 (B) Fencing Requirements.

411
412 1. Unless otherwise provided, where fencing is required by this chapter, it shall be at
413 least three (3) feet in height and constructed of a material sufficient to confine the animal.
414

415 2. Escape of an animal covered by this chapter shall be presumptive evidence that the
416 owner's fence does not sufficiently control the animal.
417

418 6.04.050 – Beekeeping.

419
420 A. Definitions. The following words, terms and phrases, when used in this section,
421 shall have the following meanings ascribed to them.
422

423 1. "Apiary" shall mean a place where bee colonies are kept.

424
425 2. "Bee" shall mean any stage of the common domestic honey bee, *Apis*
426 *Mellifera* species.

427
428 3. "Colony" shall mean a hive and its equipment and appurtenances,
429 including bees, comb, honey, pollen, and brood.

430
431 4. "Hive" shall mean a structure intended for the housing of a bee colony.
432

433 B. Hives. All bee colonies shall be kept in inspectable-type hives with removable
434 combs, which shall be kept in sound and usable condition as described in
435 Wyoming Statutes, Title 11.

436
437 C. The applicant shall comply with State Regulations regarding the keeping of bees.
438

439 D. Setback. All hives shall be located at least ten feet from any adjoining property
440 with the back of the hive facing the nearest abutting private property lines. Hives
441 may be located on the property line abutting alleyways.
442

443 E. Fencing of Flyways. In each instance in which any colony is situated within
444 twenty-five feet of a developed public or private property line of the tract upon
445 which the apiary is stated, as measured from the nearest point on the hive to the
446 property line. The beekeeper shall establish and maintain a flyway barrier at least
447 six feet in height, consisting of a solid wall or fence parallel to the property line,
448 and extending ten feet beyond the colony in each direction so that all bees are
449 forced to fly at an elevation of at least six feet above ground level over the
450 property in the vicinity of the apiary.
451

452 F. Water. Each beekeeper shall ensure that a convenient source of water is available
453 at all times to the bees, so that the bees will not congregate at swimming pools,
454 bib cocks, pet water bowls, birdbaths or other water sources where they may
455 cause human, bird, or domestic pet contact. The water shall be maintained so as
456 not to become stagnant.

- 457
458 G. Any bee colony not residing in a hive structure intended for beekeeping, or any
459 swarm of bees, or any colony residing in a standard or homemade hive which, by
460 virtue of its condition, has obviously been abandoned by the beekeeper, is
461 unlawful and may be summarily destroyed or removed from the city by the city
462 manager or his designee.
463
464 H. Violation of the regulations set forth can be grounds for seizure of the bees and
465 criminal prosecution by citation or summons in the Casper Municipal Court. The
466 keeping by any person of bee colonies in the city not in strict compliance with this
467 section is prohibited.
468

469 6.04.070 - Animals for commercial purposes—Inspection.

470
471 It shall be a condition of the issuance of any permit to any owner of animals kept for
472 commercial purposes that the inspectors of the City-county Health Department shall be permitted
473 to inspect all animals and the premises where animals are kept upon reasonable notice to the
474 owner, and the City Clerk shall, if such permission for inspection is refused, revoke the permit of
475 the owner.

476
477 6.04.080 - Fees—Disposition and use.

478
479 All license fees, impoundment fees, adoption fees and other revenue received by MAS shall
480 be deposited with the City in a fund for the sole purpose of defraying the expenses associated
481 with the operation of the Metro Animal Services shelter.

482
483 6.04.090 - Animal waste—Owner responsibility.

484
485 A. It shall be the responsibility of the owner of a dog, cat or other animal to keep his/her
486 property reasonably free and clear of feces and urine to prevent offensive odors or unsanitary
487 conditions in the enclosures or the surrounding areas where the animal are allowed. There shall
488 not be an unreasonable number of flies and there shall be no maggots. . Discarding feces on any
489 public or private property shall be considered a violation of this section.

490
491 B. The owner of every dog, cat, or other animal is responsible for the removal of any
492 excreta deposited by his/her animal on public walks, recreation areas, or private property other
493 than that of the owner; however, this requirement shall not apply to an owner who is visually or
494 physically handicapped to the extent that the person is incapable of, or at physical risk, in
495 complying with this subparagraph.

496
497 C. The owners and/or occupiers of property are responsible for the removal of any
498 excreta deposited on public walks, ways and areas by birds occupying or roosting on the owner
499 or occupier's property.

500
501 6.04.100 - Animals at Large—Prohibited and Impoundment

502
503 It is unlawful for any domesticated animal to be “at large”.
504

505 A. An animal’s owner violates the animal “at large” prohibition if the owner permits or
506 does not reasonably prevent the animal from becoming “at large.”
507

508 B. Animal protection officers have the authority to take possession of and impound any
509 animal at large. When in pursuit of any animal at large, the officer may go onto private
510 property, exclusive of buildings, and take such animal into possession for impoundment.
511

512 C. No person may capture, restrain, harbor or take possession of an animal not owned by
513 such person, unless the person shall notify or deliver the animal to the Metro Animal
514 Services within twenty-four (24) hours. Metro Animal Services will make every attempt to
515 identify and notify an owner and either impound the animal or complete a found report. This
516 does not apply to persons who take possession of an animal at the owner's request.
517

518 D. If an animal is impounded at the Metro Animal Shelter, with a valid license attached
519 to its collar, or if the animal is micro-chipped or has another form of identification the Metro
520 Animal Services staff will attempt to notify the owner by phone or by mail or personal
521 delivery to the last known address listed on the license application, or micro-chip
522 registration log or other identification located on the animal. If an animal has been held at
523 MAS for more than seven (7) days, the animal may be placed for adoption or humanely
524 euthanized if not reclaimed within seven (7) days, unless the Director or his/her designee
525 determines it is inhumane or unsafe to harbor such animal.
526

527 E. Animals that are at large, do not bear identification and are subsequently impounded
528 at the Metro Animal Shelter shall be held no less than seven (7) working days from the date
529 of impoundment, unless the Director or his/her designee determines it is inhumane or unsafe
530 to harbor such animal.
531

532 6.04.120 - Animal Services Shelter duties and records.
533

534 A. The Animal Services Shelter which is notified, or to which an animal is delivered,
535 shall keep a record of each animal, giving a description, the date of impoundment or
536 notification, and the disposition of the animal.
537

538 B. Metro Animal Services is not required to release the names of adopters of unclaimed
539 stray animals. MAS is also not required to release the names of owners who relinquish
540 ownership of their animal.
541

542 6.04.130 - Animals surrendered for adoption—Holding period.
543

544 Any animal surrendered by its owner to the Metro Animal Shelter shall be held no less
545 than three (3) working days, providing the animal is healthy and adequate kennel space is
546 available.
547

548 6.04.140 - Impounded animals—Time for reclaiming.
549

550 A. In the event the owner does not claim an animal within the time period prescribed in
551 this section and Sections 6.04.100, 6.04.130 and 6.04.150, the owner abandons all rights of
552 ownership to such animal.
553

554 B. Any animal not reclaimed by its owner within the time period prescribed in the
555 sections cited above shall be deemed abandoned, and shall be placed for adoption, or
556 humanely euthanized.
557

558 C. No animal surrendered to a municipal animal shelter will be released for research
559 purposes.
560

561 6.04.150 - Impounded animals—Release conditions.
562

563 A. The owner of an impounded animal shall pay the Metro Animal Services reclaim fee,
564 as established by resolution of the city council.
565

566 B. Metro Animal Services may release an impounded animal to its owner if:
567

- 568 1. The owner presents a valid form of identification;
569
- 570 2. The owner presents evidence that the dog or cat is licensed. If the animal is not
571 licensed, the owner must purchase a license;
572
- 573 3. The owner pays the fees associated with the impoundment, as set forth by
574 resolution.
575
- 576 4. The owner may designate a representative to reclaim their animal when:
577
 - 578 1. the representative presents a valid form of identification.
579
 - 580 2. the representative pays the fees associated with the impoundment, as set forth
581 by resolution.
582
 - 583 3. the representative may have written authorization from the owner of the
584 animal granting permission to the representative to reclaim the animal on behalf of the
585 owner, or the owner may contact MAS , or an APO if the owner is out of town or
586 incapacitated and give verbal authorization.
587

588 C. Metro Animal Services may release an animal to a person other than the owner or
589 humanely euthanize such animal if:
590

- 591 1. The owner does not claim an impounded animal within the time periods prescribed in
592 this section and Sections 6.04.100, 6.04.130, 6.04.140, 6.04.210 and 6.04.250.
593

594 2. When an animal becomes available for adoption, the person who is adopting the
595 animal must sign a statement agreeing to license the animal, vaccinate the animal against
596 rabies, unless the animal has a valid rabies certificate. The person who adopts the animal
597 must agree to have it spayed or castrated in accordance with the adoption agreement at the
598 owner's expense. Failing to comply with the terms of the adoption contract will constitute
599 violation of this section. Any owner who fails to fulfill the terms of any adoption will be
600 denied future adoptions from MAS, until the owner is in compliance. If there is a medical
601 reason the animal cannot be spayed or castrated, the owner shall be required to furnish MAS
602 with corresponding documentation from a licensed veterinarian.
603

604 3. The person to whom the animal is released, pays any associated fees as set by
605 resolution.
606

607 6.04.160 - Animals at large—Citation of violation when. 608

609 In addition to, or in lieu of impounding an animal found at large, the animal protection
610 officer or police officer may issue to the known owner (or his/her agent) of such animal a
611 citation or notice of ordinance violation. A criminal warrant may be initiated if the owner or
612 his/her agent fails to appear as stated in the citation or notice, or fails to post an appropriate
613 bond in lieu of appearing.
614

615 6.04.170 - Vaccination and rabies control—Animal bites. 616

617 A. The owner of a dog or cat shall have the dog or cat vaccinated against rabies when the
618 dog or cat reaches six (6) months of age. If the owner obtains the dog or cat, or brings the
619 dog or cat into the Metro Animal Services District after the dog or cat reaches six (6) months
620 of age, the owner shall have the dog or cat vaccinated against rabies within thirty (30) days
621 after the dog or cat was obtained or brought into the Metro Animal Services District, unless
622 the dog or cat has been vaccinated as evidenced by a current certificate of rabies vaccination
623 from this state or another state. The owner of a dog or cat shall have the dog or cat
624 revaccinated against rabies by a veterinarian before the date that the immunization expires,
625 as stated on the certificate of vaccination.
626

627 B. The owner shall pay the cost of the rabies vaccination.
628

629 C. A law enforcement officer, an animal services officer, or a county health officer or
630 his/her designee may order an animal quarantined if the officer has reason to believe the
631 animal bit a person, is infected with rabies, or has been in contact with a high risk rabies
632 vector animal. If a quarantine cannot be imposed because the animal cannot be captured, the
633 officer may euthanize the animal. The officer may euthanize the animal only as a last resort,
634 or if the owner agrees. The officer shall attempt to euthanize the animal in a humane manner
635 and in a manner which avoids damage to the animal's head. The specimen will be sent to the
636 State Veterinary Lab for testing. In addition, a law enforcement officer, an animal
637 protection officer, or a county health officer or his/her designee may euthanize an animal
638 and have it examined for the purpose of determining whether or not it has been infected with
639 rabies if the animal has not been vaccinated as provided in subsection A of this section, he

640 or she has reason to believe the animal has been exposed to or in physical contact with a
641 high risk rabies vector animal, and he or she has reason to believe the animal has been in
642 physical contact with humans.
643

644 D. An officer who orders an animal to be quarantined shall deliver the animal, or shall
645 order the animal delivered, to an isolation facility as soon as possible, but no longer than
646 twenty-four (24) hours after the original order is issued. If the animal is currently immunized
647 against rabies and was not off the premises of the owner at the time of the bite, the officer
648 may order the animal quarantined on the owner's premises.
649

650 E. The custodian of an isolation facility, or the owner, shall keep the animal which is
651 ordered to be quarantined in strict isolation under the supervision of a law enforcement
652 officer, an animal protection officer, or a county health officer or his/her designee.
653 Supervision for animals ordered quarantined on the owner's premises shall include
654 examination by a law enforcement officer, an animal protection officer, or a county health
655 officer or his/her designee within twenty-four (24) hours of the bite and on the tenth (10th)
656 day of quarantine, if the animal has not exhibited any symptoms of rabies, the animal will be
657 examined by a veterinarian and, upon the veterinarian's clearance, shall be released from
658 quarantine.
659

660 F. A licensed veterinarian, a law enforcement officer, an animal protection officer, an
661 employee at MAS or a county health officer or his/her designee determines that an animal
662 exhibits symptoms of rabies during the quarantine period, the county health department shall
663 be notified, and the county health department or a veterinarian shall be consulted to confirm
664 the symptoms of rabies. If the county health department or veterinarian confirm the
665 symptoms of rabies, the officer who ordered the animal quarantined and/or another APO
666 and/ or the consulting veterinarian, shall euthanize the animal. If the animal has bitten a
667 person, the county health department shall notify the person and the person's physician.
668

669 G. The owner of an animal is responsible for any expenses incurred in connection with
670 keeping the animal in an isolation facility, supervision and/or examination and treatment of
671 the animal by a veterinarian. If the owner is unknown, Metro Animal Services is responsible
672 for these expenses.
673

674 H. An owner who refuses to comply with an order issued under this section to deliver an
675 animal to an officer, isolation facility or veterinarian, or who does not comply with the
676 conditions of an order that an animal be quarantined, shall be in violation of this section.
677

678 I. Any person having knowledge that an animal has bitten a human shall immediately
679 report that incident to the Casper Police Department or the county health officer, together
680 with the name and address of the person or persons bitten, if known.
681

682 6.04.180 - Cruelty to animals—Unlawful acts designated.
683

684 It is a violation of this ordinance to inflict cruelty upon an animal as stated herein:
685

686 A. No person shall override, overload, drive when overloaded, overwork, torture or
687 torment an animal, or deprive an animal of necessary sustenance.

688
689 B. No person shall cruelly beat, mutilate or kill an animal unless specifically authorized
690 by law.

691
692 C. No person shall cause, instigate, be a spectator at or permit a dogfight, cockfight,
693 bullfight (bloodless or otherwise), or other combat involving animals.

694
695 D. No person shall abandon any animal, but may relinquish the animal and ownership
696 rights in the animal to an animal shelter or other qualified caretaker.

697
698 E. No person shall fail to provide his/her animal with sufficient good and wholesome
699 food and clean water, proper shelter to protect it from the weather (including sunlight),
700 veterinary care when needed to prevent suffering, and with humane care and treatment.

701
702 F. It is unlawful to annoy, bait, harass, torment or tease any confined or chained animal.

703
704 G. Unless specifically authorized by law, no person shall willfully maim or disfigure any
705 domestic or wild animal, or administer poison, or cause to be ingested any foreign object to
706 any such animal, or expose any poisonous substance with the intent that it shall be taken by
707 any animal, except pests of public health concern. The provisions of this section and
708 Sections 6.04.190, 6.04.200, subsections B and C of Section 6.04.210 and Sections 6.04.220
709 and 6.04.250 do not in any way limit the right of a police officer or animal protection officer
710 to humanly euthanize any wild or domestic animal if such officer determines that there is a
711 reasonable danger to the public safety or if the animal is sick or injured to an extent that
712 humanly euthanizing the animal is the appropriate action to take.

713
714 H. No person shall tether a dog while the dog is outdoors, or within any structure that is
715 not the dog owner's home, except when all of the following conditions are met:

716
717 1. The dog is in visual range of a responsible party.

718
719 2. The tether is connected to the dog by a well fitted, buckle-type collar or a body
720 harness made of nylon or leather, not less than one-inch in width.

721
722 3. The dog is tethered in such a manner as to prevent injury, strangulation, or
723 entanglement.

724
725 4. The tether shall confine the dog to the owner's property.

726
727 5. The dog has access to water, shelter, and dry ground.

728
729 6. The dog is at least six months of age. Puppies shall not be tethered.

730
731 7. No dog shall be tethered for more than 2 hours in any 24-hour period.

732
733 I. The owner of every animal shall be required to provide such animal with sanitary
734 living conditions by timely removing animal waste from an interior or exterior pen, shelter,
735 yard or other keeping area. All animal waste must be disposed of in an approved container.

736
737 6.04.190 - Baby animals and fowl.

738
739 No person shall sell, offer for sale, barter or give away, ducklings, goslings or rabbits under
740 eight (8) weeks of age, as pets, toys, premiums or novelties, or color, dye or transport the
741 same into the City of Casper . Ducklings and geese younger than eight (8) weeks of age
742 may not be sold in quantities of less than twenty-five (25) to a single purchaser.

743
744 6.04.200 - Animals as commercial incentives.

745
746 No person shall give away, offer for sale or barter any live animal, fish, reptile or bird as a
747 prize for or as an inducement to enter any contest, game or competition, or as an inducement
748 to enter a place of amusement or business, or offer such vertebrate as an incentive to enter
749 any business agreement whereby the offer was the purpose of attracting trade.

750
751 6.04.210 - Animals in motor vehicles—Unlawful acts.

752
753 A. No person shall leave a dog unattended in the bed of a pickup truck in a public
754 parking area unless the dog is restrained in such a manner as to prevent the dog from making
755 physical contact with a pedestrian who is passing the truck in a place where that pedestrian
756 is legally entitled to be; if a dog is found to be not restrained as stated, the dog is “at large.”

757
758 B. It is considered cruel and therefore unlawful for a person to leave an animal
759 unattended in a motor vehicle with excessive temperatures. When the temperature is sixty
760 (60) degrees Fahrenheit or above, unless, in the opinion of the officer, adequate ventilation
761 and water are provided, there exist the presence of a potential problem and APOs and other
762 law enforcement may undertake investigatory steps and actions appropriate under the
763 circumstances to protect the life of any animal confined in such a vehicle.

764
765 C. No person shall carry an animal in a motorized vehicle in an inhumane or unsafe
766 manner.

767
768 6.04.220 - Accidents injuring animals.

769
770 The driver of any motor vehicle involved in an accident, within the City of Casper resulting
771 in injury to a domestic animal shall immediately and safely stop and render such assistance
772 as is safely possible, and shall take reasonable steps to notify the owner of such animal or
773 give notice of such accident to the Casper Police Department.

774
775 6.04.230 - Removal of deceased animals.

776

777 A. It shall be the duty of the animal protection officer to remove from the streets, alleys
778 and public places within the Animal Control District deceased animals, excluding livestock,
779 and large wild game animals, unless otherwise agreed with the Wyoming Game and Fish,
780 and shall notify the owner, if known.

781
782 B. It shall be the duty of the owner to dispose of his/her own deceased animals from
783 his/her private property.

784
785 6.04.240 - Trapping restrictions for dogs and cats.

786
787 A. No traps shall be used for the capture of an animal by any person within the City of
788 Casper, other than humane live box traps. Also, no traps shall be set when trap temperatures
789 exceed ninety (90) degrees Fahrenheit or fall below thirty-two (32) degrees Fahrenheit.

790 B. Animals captured must be turned over to MAS as soon as reasonably possible, or
791 may be returned to the owner, if known.

792
793 C. Traps must be checked every four (4) hours unless they are set in such a manner as to
794 provide proper shelter once the animal is confined.

795
796 D. Animal control protection officers may go onto private property, exclusive of
797 buildings, to remove a trapped animal.

798
799 6.04.250 - Cruelty to animals—Intervention authorized.

800
801 A. In addition to the prosecution of violations in this Chapter, an animal protection
802 officer may lawfully interfere to prevent the perpetration of any act of cruelty upon any
803 animal in his/her presence.

804
805 B. A law enforcement officer or an animal protection officer may remove, shelter and
806 care for any animal found to be cruelly exposed to the weather, starved or denied adequate
807 water, neglected, abandoned or otherwise treated in a cruel manner, and shall deliver such
808 animal to MAS for proper care and placement. In all cases, the owner, if known, shall
809 immediately be notified if the owner or custodian is unknown and cannot, with reasonable
810 effort, be ascertained, or does not, within seven (7) days after impoundment of the animal, it
811 may be treated as abandoned and dealt with as provided in Sections 6.04.100 through
812 6.04.160, and subsection B of Section 6.04.210.

813
814 C. Whenever, in the opinion of any law enforcement officer, animal control protection
815 officer or county health officer (officers), any animal is suffering from distemper, parvo
816 virus or other serious disease, or is severely maimed and suffering from injury, it shall be
817 lawful for such officer to humanely euthanize such animal after consulting with a licensed
818 veterinarian. If the animal is licensed, an attempt to notify its owner shall be made before the
819 animal is euthanized. The above-mentioned officers or designees may humanely euthanize
820 an animal without consulting with a licensed veterinarian or an owner if it is considered an
821 emergency situation, to relieve the animal from undue suffering. The owner thereof shall not

822 recover damages for such animal unless he/she shall prove that euthanasia was unwarranted
823 without reason under the circumstances known to the officers.

824

825 6.04.260 – Fowl—Other Than Chickens--Location restrictions.

826

827 Ducks, geese or turkeys may be kept and maintained within the Animal Control District only
828 in areas which are properly zoned for such use, or a zoning board of adjustment exception
829 has been allowed. Such exceptions may be granted for organized youth group projects.

830

831 6.04.270 - Chicken hens – Enclosure and other limitations.

832

833 Chicken hens shall be permitted in association with an occupied single-family residential
834 dwelling/structure as an accessory use, subject to the following regulations:

835

836 1. The maximum number of chicken hens permitted shall be six (6).

837

838 2. No roosters shall be permitted, with the exception that roosters shall be permitted in
839 the AG (urban agriculture) zoning district.

840

841 3. Only chicken hens shall be permitted. Chicken hens may be any breed or crossbreed
842 of chicken. No hybrids will be allowed unless properly zoned, or a conditional use permit
843 has been approved by the Planning and Zoning Commission.

844

845 4. Chicken hens shall be provided with a covered, fully enclosed and predator-resistant
846 coop which is adequately ventilated, designed for easy access for cleaning, and shall consist
847 of an enclosed area (may include the pen) of at least five (5) square feet per chicken hen.
848 Chicken hens shall be protected from predators by being enclosed in the coop from dusk
849 until dawn.

850

851 5. During daylight hours, the chicken hens shall have access to the coop/pen at all times.
852 If the chicken hens are permitted outside of the coop/pen, then the area which they have
853 access to must be secured, with a minimum of a six foot high privacy fence, and if
854 necessary, wing feathers shall be clipped to prevent the birds from flying and escaping.

855

856 6. The coop/pen shall be cleaned and maintained so as not to cause excessive smells or
857 odors, dust, or attract excessive insects or vermin. The frequency of cleaning shall depend
858 on the number of chicken hens, the type of litter, the area of the coop, and the weather.
859 Section 6.04.090 shall apply to the enforcement of chicken waste, to include unharvested
860 eggs, and the owner's responsibilities.

861

862 7. No butchering of chickens is permitted within the city limits.

863

864 8. Coops and pens shall be constructed a minimum of six (6) feet from side and rear
865 property lines, and are only permitted in the rear yard of a home. If an alley is located
866 adjacent to the property, the minimum setback for the coop/pen shall be three (3) feet from
867 the alley.

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9. It is unlawful for chicken hens to be at large, as defined in Section 6.04.010. Any chicken hen found to be at large may be taken into possession and impounded by Metro Animal Services, and shall be adopted, rehomed or euthanized if not reclaimed within five (5) working days.

10. Chicken hens shall be provided with access to adequate and fresh water at all times, and in a manner to prevent the water from freezing.

11. No coop shall exceed a footprint of sixty (60) square feet, or shall exceed a height of seven (7) feet at the highest point of the roof.

12. Chicken feed shall be stored in an airtight, metal container to discourage attracting mice, rats, and other vermin.

13. Chicken hens shall be confined in such a fashion as to prevent them from coming into contact with wild ducks or geese or their excrement.

14. The requirements of this section are minimum requirements and do not affect any private controls, including any more stringent regulations or prohibitions on the keeping of chicken hens contained in private covenants. Nothing in this chapter shall affect the authority of any owners' association to adopt and enforce more stringent standards for the keeping of chicken hens, or to prohibit outright the keeping of chicken hens on any property within the jurisdiction of such association.

6.04.280 - Livestock restrictions.

Livestock may be kept and maintained within the Animal Control District only in areas properly zoned for such use provided. However, that for the purpose of loading and shipping any such animal or animals, it shall not be unlawful to keep the same in loading pens, provided that no such animal shall be kept in such pens within the Animal Control District for a period of no more than twelve (12) hours.

6.04.290 – Poisonous/venomous prohibited.

It is unlawful for any person to own or possess any poisonous and/or venomous snake, reptile, or spider. In addition to the penalties provided, the venomous snake, reptile or spider shall be humanely euthanized, unless the court permits an alternative option that will protect the public.

6.04.300 – Vicious animals - indicia.

Indicia of vicious animals includes, but is not limited to, animals that:

a. Have bitten, attacked, endangered or inflicted injury on a human being on public or private property;

914 b. Have injured or killed a domestic animal;

915
916 c. Have interfered with delivery of mail by the United States Postal Service, or other
917 delivery services as attested to by the delivery carrier or witnessed by authorities;

918
919 d. Have followed or chased a person upon the streets, sidewalks, or any public grounds
920 in a menacing fashion or with apparent attitude of attack.

921
922 6.04.301 – Vicious and Dangerous Animals – Limitations and Prohibitions.

923
924 It shall be unlawful to keep, possess, or harbor a dangerous or vicious animal within City
925 limits as follows:

926
927 No person shall have, keep, harbor, or allow to be upon any premises occupied by him/her,
928 or in or under his/her charge or control, any vicious or dangerous animal, or any animal that
929 may manifest a disposition to bite anyone, without having the animal properly restrained to
930 prevent the animal from inflicting damage upon any person or property (See 6.04.302(d)
931 below). When off the premises of its owner, such animal shall be securely caged or
932 muzzled, and restrained by a secure collar and leash not to exceed three (3) feet in length.
933 The leash shall be of sufficient strength to prevent escape and shall be under the direct
934 control of the owner.

935
936 6.04.302 Public Safety Measures

937
938 (a) If, under the provisions of this section and upon conviction of a person for harboring
939 a vicious dog in violation of this chapter, it shall appear to the court that the dog is living,
940 the court may, in addition to the punishment provided for violation of this chapter order the
941 animal protection officer or any officer to forthwith cause such dog to be humanely
942 euthanized, and for that purpose, and pursuant to the court's order, any such officer charged
943 with such duty shall have the right, pursuant to the court's order, to enter upon any premises
944 within the Animal Control District.

945
946 (b) If the court under this subsection does not order an animal destroyed, the owner of
947 the animal shall, within ten (10) days, provide proof to the court that such animal has been
948 permanently marked with an implanted microchip. The microchip shall be implanted under
949 the skin behind the neck, between the shoulder blades and the number registered with Metro
950 Animal Services. Any expenses incurred in connection with microchipping shall be borne by
951 the pet owner or his/her agent. Microchipping shall be done by either a licensed veterinarian
952 or a Metro Animal Services officer.

953
954 (c) Any dog, cat or animal of a vicious or dangerous nature found upon any property,
955 public or private, not the premises of the owner may, if such animal cannot be safely taken
956 up and impounded by reasonable means, be euthanized by the animal protection officer or
957 any police officer.

959 (d) No vicious or dangerous animal shall be unconfined on its owner's premises. A
960 vicious or dangerous animal is "unconfined" as the term is used in this section if the animal
961 is not securely confined indoors or confined in a securely enclosed and locked pen, or upon
962 the premises of the owner. Any pen or run area shall be suitable to confine the animal and to
963 prevent the entry of young children or persons other than the owner of the animal. The pen
964 or run area must have all sides at least six (6) feet high and a secure top. No sides of the pen
965 or run can be part of the perimeter property fence. If the pen or run structure has no bottom
966 secured to the sides, the sides must be imbedded into the ground no less than one (1) foot.
967

968 (e) Any person owning a vicious or dangerous animal must have the animal spayed or
969 neutered, at the owner's expense, within fifteen days after the animal is found to be vicious
970 or dangerous by a court if the animal is currently not spayed or neutered.
971

972 (f) The owner of a vicious or dangerous animal shall notify MAS or the Casper Police
973 Department immediately of the animal's escape or release, that the animal is loose,
974 unconfined, has attacked another animal or human being, has died or has been sold or given
975 away or relocated in any manner. If the vicious animal has been sold or given away, or if
976 the current owner moves, within the jurisdiction of MAS, the owner or keeper shall provide
977 MAS with the name, address and telephone number of the new owner or the new address of
978 the current owner. Upon sale or conveyance, the new owner will be obligated to comply
979 with the requirements of this section, and the current owner shall be required to comply with
980 the requirements of this section at any subsequent location or residence.
981

982 (g) If an animal protection officer has probable cause to believe that a vicious or
983 dangerous animal is being kept, harbored or cared for, in violation of this chapter, the animal
984 protection control officer may seize and impound the animal if it is on property not of the
985 owner or seek a court order to impound the animal until a hearing on the matter may be held
986 or until the owners have built or bought an enclosure to protect the public as provided in this
987 chapter and/or otherwise addressed the court's order.
988

989 (h) If a purported vicious or dangerous animal is impounded, the animal shall be held
990 pending trial and disposition of the case and thereafter pursuant to court order, unless the
991 court is convinced that the public will be protected by specified actions ordered by the court
992 or agreed upon by the court and owners.
993

994 (i) The owner of a vicious or dangerous animal shall be liable for and shall pay all costs
995 associated with impoundment, removal, care, treatment and potentially euthanasia of said
996 animal.
997

998 (j) If the owner of the animal impounded under subsection (a) of this section is not
999 reasonably ascertainable at the time of impoundment, the MAS Manager shall immediately
1000 notify the owner by mail sent to the owner's last known address, postage prepaid, which
1001 upon the passage of three (3) days be deemed complete service or by personal service upon
1002 the last known address, within five (5) business days after the animal's impoundment.
1003

1004 (k) The notice of impoundment shall inform the owner of the animal that the owner may
1005 request, in writing, a hearing to contest the impoundment. Upon receipt of the notice of
1006 impoundment either through personal service or by mail (receipt is complete three (3) days
1007 after mailing to the last known address of owner postage prepaid), the owner has seven (7)
1008 business days from personal service or ten (10) business days from date of mailing to
1009 request a hearing by serving on the MAS Manager a written request for the hearing.
1010

1011 (l) Upon request by the owner of the animal for a hearing under subsection (k), a hearing
1012 must be held within seven (7) business days after receipt of the request. Notice of the date,
1013 time and location of the hearing shall be provided by regular mail to the animal owner
1014 requesting the hearing, and the animal owner, if an active phone number is available shall be
1015 advised that a copy of the notice of hearing may be picked up from MAS or the Court's
1016 office. If the owner picks up the notice of hearing the obligation to provide a copy of the
1017 notice by regular mail is waived. The impoundment hearing shall determine if the animal
1018 poses a risk to public health and safety, as articulated for the definition and description of
1019 dangerous and vicious animals herein. The burden of proof for this determination is beyond
1020 a reasonable doubt.
1021

1022 (m) The owner must pay all of the cost of the impoundment and must post sufficient
1023 funds to cover the anticipated costs for continued impoundment. The owner may also seek
1024 the animal's release upon furnishing evidence that precautions are in place, which satisfy the
1025 court that the public's safety and welfare will be protected. Failure to post funds sufficient
1026 to pay for the costs of impoundment or getting the animal released constitutes a waiver of
1027 any rights the owner may have to a hearing under this chapter and the animal may be
1028 humanely euthanized.
1029

1030 6.04.303 – Continuation of Dangerous or Vicious Animal Declaration.

1031

1032 Any animal that has been declared dangerous or vicious by any agency or department of
1033 this City, another municipality, county, or state shall be subject to the provisions of this
1034 Ordinance. The person owning or having custody of any animal designated as dangerous or
1035 vicious by any municipality, county, or state government shall notify the Department of
1036 Animal Control of the animal's address and conditions of maintenance within ten (10) days
1037 of moving the animal into the City of Casper, Wyoming. The restrictions and conditions of
1038 maintenance of any animal declared dangerous or vicious by this City, another municipality,
1039 county, or state shall remain in force while the animal remains in the City. No animal
1040 declared dangerous or vicious by any other designation agency or department of another
1041 municipality, county, or state based solely on size, breed or mix of breeds, shall be subject to
1042 this Section.
1043

1044 6.04.305 – Reckless Animal Owner.

1045

1046 (a)(i) Any owner who is found to have violated this Chapter, other than by a violation
1047 of Sections 6.04.160, 6.04.180, and/or 6.04.310, three (3) or more times in an eighteen (18)
1048 month period, may be declared a reckless animal owner; or
1049

1050 (ii) Any owner who is found to have violated this Chapter, who is found to have
1051 violated this Chapter, by violating Sections 6.04.301, 6.04.302, or 6.04.303 two (2) or more
1052 times in any three-year period, may be declared a reckless animal owner.
1053

1054 (b) The Municipal Court shall issue a notification of the declaration or Reckless
1055 Animal Owner to the person with the following:
1056

1057 (i) name and address of the person subject to the declaration,
1058

1059 (ii) the description, violation, and conviction that led to the declaration,
1060

1061 (c) Once declared a reckless animal owner, pursuant to 6.04.305 (a)(i), above, the city
1062 licenses of all animals owned by the person shall be revoked and no new licenses shall be
1063 issued for the period of time set by the court, except that the period of license prohibition, to
1064 prevent the person from keeping or, possessing an animal shall not exceed a period of one
1065 (1) year from the date of the declaration.
1066

1067 (d) Once declared a reckless animal owner, pursuant to 6.04.305 (a)(ii), above, the city
1068 licenses of all animals owned by the person shall be revoked and no new licenses shall be
1069 issued for the period of time set by the court, except that the period of license prohibition, to
1070 prevent the person from keeping or, possessing an animal shall not exceed a period of thirty
1071 (30) consecutive months from the date of the declaration.
1072

1073 (e) A person declared to be a reckless animal owner may apply to the Municipal Court to
1074 have the no license declaration waived after a period of six months for a declaration made
1075 pursuant to 6.04.305(a)(i) and for a period of twelve (12) months for a declaration made
1076 pursuant to 6.04.305(a)(ii) upon meeting the following conditions:
1077

1078 (i) The person has no subsequent violations of this Chapter of the Code, and
1079

1080 (ii) The person has complied with all of the provisions of this act, since the courts
1081 declaration, and
1082

1083 (iii) The person provides proof to the Municipal Court of successful completion
1084 of a program designed to improve the person's understanding of animal
1085 ownership responsibilities and based upon an interview with the Court,
1086 establishes that understanding.
1087

1088 (iv) If the Court finds clear and convincing evidence that the person has complied
1089 with all conditions in this subsection, the Court may rescind the reckless owner
1090 declaration subject to conditions that can help to ensure no future violations. The
1091 person must provide clear and convincing proof that ownership of an animal in
1092 the future will be handled responsibly and not in violation of any law or
1093 ordinance.
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1095 6.04.310 - Public nuisance.

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A. No owner or person in charge of any dog or cat, or group of dogs and/or cats shall fail to exercise proper care and control of such animal or animals to prevent them from becoming a public nuisance, as defined in Section 6.04.010.

B. For the purposes of this section or a conviction hereunder, it shall not be necessary to demonstrate which animal in a group of animals has created a public nuisance as defined in Section 6.04.010.

6.04.320 - Breaking into animal services shelter prohibited.

It is unlawful for any person to break into the animal services shelter, or vehicle, or turn loose or otherwise release any animal impounded therein, or hinder, destruct or prevent the animal control protection officer from impounding any animal liable to be impounded.

6.04.325 - Police canine exclusions, exemptions.

Police canines working on duty with law enforcement personnel are excluded from Sections 6.04.010(7), 6.04.010(19) and 6.04.010(23); and are exempted from Sections 6.04.170(C) through (G) and (I) and (J), and 6.04.300.

6.04.330 - Enforcement—Police department authority.

The provisions of this chapter shall be enforced by sworn officers of the city police department and/or animal protection officers. It is unlawful, and a violation of this chapter, to interfere with an animal protection officer in the performance of his/her duties, or to fail to obey the lawful order of an animal protection officer.

6.04.340 - Violation—Citation and notice to appear.

Whenever an animal protection officer observes or has reasonable cause to believe that a person has violated one or more provisions of this chapter, such officer is authorized to prepare one or more written citations containing a notice to appear in municipal court. The citations, at a minimum, shall be written on a form which notifies the person of the offense with which he is charged, and the time and place where the person must appear to answer to the charge.

6.04.350 - Citation—Deemed complaint when—Disposition.

Every animal protection officer, upon issuing a citation herein authorized, shall deposit the original of the citation with the municipal court, and shall issue a copy of the same to the person against whom the violation is charged. Upon deposit of the original citation with the court, the citation may be disposed of only by trial in court or other official action by the judge of the court, which may include forfeiture of the bail, or by the deposit of sufficient bail with, or payment of a fine to the municipal court by the person to whom the citation was issued by the animal protection officer. When the citation is sworn to, as required under the

1142 general laws of the state in respect to a complaint charging a commission of the offense
1143 alleged in the citation to have been committed, then the citation, when filed with the
1144 municipal court, shall be deemed a lawful complaint for the purpose of prosecution under
1145 this chapter.

1146
1147 6.04.360 - Violation—Penalty.

1148
1149 A. For the purpose of this section, a "conviction" means a finding of guilt by the court
1150 after trial, or a plea of guilty or *nolo contendere* to the offense charged.

1151
1152 B. Any person who violates any of the provisions of this chapter, except 6.04.301,
1153 6.04.302, 6.04.303, shall be deemed guilty of a misdemeanor, and upon conviction may be
1154 punished by a fine of up to Seven Hundred and Fifty Dollars. (\$750.00).

1155
1156 C. Any person who violates any of the provisions of Sections 6.04.301, 6.04.302 and
1157 6.04.303, shall be deemed guilty of a misdemeanor, and upon conviction may be punished
1158 by a fine of up to Seven Hundred Fifty Dollars (\$750.00) or six months in jail or both.

1159
1160
1161 NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF
1162 THE CITY OF CASPER, WYOMING:

1163
1164
1165 That the Casper City Council, having determined that the Animal Care and
1166 Control Ordinance within the Casper Municipal Code, Chapter 6.04 shall be further defined and
1167 that the Chapter be repealed and replaced with the above.

1168
1169
1170 This Ordinance shall become effective on _____, 2019.

1171
1172 PASSED on 1st reading the 22nd day of January, 2019.

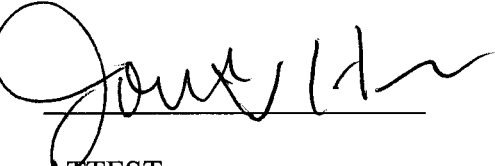
1173
1174 PASSED on 2nd reading the 5th day of February, 2019.

1175
1176 PASSED, APPROVED AND ADOPTED ON 3rd and final reading the ____ day
1177 of _____, 2019.

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APPROVED AS TO FORM:



A handwritten signature in black ink, appearing to read 'Fleur D. Tremel', is written over a horizontal line.

ATTEST:

Fleur D. Tremel
City Clerk

CITY OF CASPER
A municipal corporation

Charles Powell
Mayor

ORDINANCE NO. 3-19 Amended

AN ORDINANCE AMENDING SECTION 10.24.010 OF THE CASPER MUNICIPAL CODE PERTAINING TO THIRTY MILE PER HOUR SPEED ZONES NEAR THE WYOMING MEDICAL CENTER

WHEREAS, a traffic warrant study indicated that there as a higher occurrence of collisions at the intersection near the Wyoming Medical Center (Hospital); and,

WHEREAS, the speed limit for the public streets adjacent to the Hospital have a 30 miles per hour speed limit; and,

WHEREAS, the warrant study supports a slower speed limit near the Hospital.

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

That Section 10.24.010 of Chapter 10.24 of the Casper Municipal Code is hereby amended to add an additional paragraph "C" which reads as follows:

- C. South Conwell Street from East 1st Street to East 5th Street;
 East 2nd Street from South Park Street to South Conwell Street;
 East 5th Street from South McKinley Street to South Conwell Street;
 and all streets between South McKinley Street and South Conwell Street & East 2nd Street and East 5th Street.

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

PASSED on 1st reading the 5th day of February, 2019.

PASSED on 2nd reading the ___ day of _____, 2019.

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

_____, 2019.

APPROVED AS TO FORM:

CITY OF CASPER, WYOMING

ATTEST:

A Municipal Corporation

Fleur D. Tremel
City Clerk

Charles Powell
Mayor

ORDINANCE NO. 4-19

AN ORDINANCE APPROVING A ZONE CHANGE FOR LOTS 4, 5 AND 6, BLOCK 19, WYOMING INDUSTRIAL PARK ADDITION SUBDIVISION IN THE CITY OF CASPER, WYOMING.

WHEREAS, an application has been made to rezone all of the above described lots from zoning classification PUD (Planned Unit Development) to M-1 (Limited Industrial); and,

WHEREAS, after a public hearing on December 13, 2018, the City of Casper Planning and Zoning Commission passed a motion recommending that City Council approve the zone change request; and,

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

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

SECTION 1:

Lots 4, 5 and 6, Block 19, Wyoming Industrial Park Addition, more commonly known as 1037 and 1005 Foster Road, and 925 Salt Creek Parkway, are hereby rezoned from zoning classification, PUD (Planned Unit Development) to M-1 (Limited Industrial).

SECTION 2:

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

PASSED on 1st reading the 5th day of February, 2019.

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

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

APPROVED AS TO FORM:

Walker Tremel

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Charles Powell
Mayor

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ORDINANCE NO. 2-19

AN ORDINANCE AMENDING CHAPTER 5.08
OF THE CASPER MUNICIPAL CODE

WHEREAS, the current Casper Municipal Code regarding alcoholic beverages requires updating to remain consistent with Wyoming State Statutes as they have been amended; and,

WHEREAS, the State Statutes provide for local oversight of local licenses and permits; and,

WHEREAS, The city is authorized to regulate and take measures to prevent conduct which disturbs or jeopardizes the public health, safety, and peace; and,

WHEREAS, it is in the citizens of Casper's best interest and the City's best interest to promote the responsible use of alcoholic beverages.

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

5.08.010 - Definitions.

As used in this chapter:

1. "Alcoholic liquor" means any spirituous or fermented fluid, substance or compound other than malt beverage, intended for beverage purposes, which contains more than one-half of one percent of alcohol by volume.
2. "Bar and grill liquor license" means the authority under which a licensee is permitted to sell alcoholic liquor or malt beverages for consumption on the premises owned or leased by the licensee, and is subject to the limitations hereinafter provided.
3. "Barrel" is a unit of liquid measure equal to thirty-one U.S. gallons.
4. "Building" means a roofed and walled structure built or set in place for permanent use.
5. "Club" means any of the following organizations:
 - a. A post, charter, camp or other local unit composed only of veterans and its duly organized auxiliary, chartered by the Congress of the United States for patriotic, fraternal or benevolent purposes and, as the owner, lessee or occupant, operates an establishment for these purposes within the state;
 - b. A chapter, lodge or other local unit of an American national fraternal organization and, as the owner, lessee or occupant, operates an establishment for fraternal purposes within the state. As used in this subdivision, an American fraternal organization means an organization actively operating in not less than thirty-six

- 41 states or having been in active continuous existence for not less than twenty years,
 42 but does not mean a college fraternity;
- 43 c. A hall or building association of a local unit specified in subdivisions a and b of
 44 this subsection, of which all of the capital stock is owned by the local unit or its
 45 members, operating clubroom facilities for the local unit;
- 46 d. A golf club having more than fifty bona fide members and owning, maintaining or
 47 operating a bona fide golf course together with a clubhouse;
- 48 e. A social club with more than one hundred bona fide members who are residents of
 49 the county in which it is located, owning, maintaining or operating club quarters,
 50 incorporated and operating solely as a nonprofit corporation under the laws of this
 51 state and qualified as a tax exempt organization under the Internal Revenue Service
 52 Code and having been continuously operating for a period of not less than one year.
 53 The club shall have had during this one-year period a bona fide membership paying
 54 dues of at least twenty-five dollars per year as recorded by the secretary of the club,
 55 quarterly meetings, and an actively engaged membership carrying out the objects of
 56 the club. A social club shall, upon applying for a license, file with the licensing
 57 authority and the commission a true copy of its bylaws and shall further, upon
 58 applying for a renewal of its license, file with the licensing authority and the
 59 commission a detailed statement of its activities during the preceding year which
 60 were undertaken or furthered in pursuit of the objects of the club together with an
 61 itemized statement of amounts expended for such activities. Club members, at the
 62 time of application for a limited retail liquor license pursuant to this chapter, shall
 63 be in good standing by having paid at least one full year in dues;
- 64 f. Club does not mean college fraternities or labor unions.
- 65 6. "Conviction" ~~for the purpose of computing demerit points against a liquor license~~
 66 ~~holder~~ shall mean a finding of guilty, the entry of a guilty or no contest plea, or the
 67 entry of a guilty or no contest plea as part of a deferred sentence in any court. ~~to any~~
 68 ~~demerit point violation as set forth in Section 5.08.190.~~
- 69 7. "~~Commission~~" "Division" means the Wyoming Liquor Division.
- 70 8. "Drugstore" means space in a building maintained, advertised and held out to the public
 71 as a place where drugs and medicines are sold and prescriptions compounded and where
 72 a registered pharmacist is regularly employed.
- 73 9. "Industry representative" means and includes all wholesalers, manufacturers, rectifiers,
 74 distillers and breweries dealing in alcoholic liquor or malt beverage, and proscriptions
 75 under their conduct includes conduct by a subsidiary, affiliate, officer, director,
 76 employee, agent, broker or any firm member of such entity.
- 77 10. "Intoxicating liquor," "alcoholic liquor," "alcoholic beverage" and "spirituous liquor"
 78 are construed as synonymous in meaning and definition.
- 79 11. "Licensee" means a person holding a:
 80 a. Retail liquor license;
 81 b. Limited retail liquor license;

- 82 c. Resort liquor license;
- 83 d. Malt beverage permit;
- 84 e. Restaurant liquor license;
- 85 f. Catering permit;
- 86 g. Special malt beverage permit; or
- 87 h. Bar and grill liquor license;
- 88 i. Manufacturer's license-granted by the Wyoming Liquor Division and a City issued
- 89 satellite manufacturer's permit.
- 90 12. "Limited retail liquor license" means a license issued as hereinafter provided to a bona
- 91 fide fraternal club.
- 92 13. "Malt beverage" means any fluid, substance or compound intended for beverage
- 93 purposes manufactured from malt, wholly or in part, or from any substitute therefor,
- 94 containing at least one-half of one percent of alcohol by volume.
- 95 14. "Malt beverage permit" means the authority under which the licensee is permitted to
- 96 sell malt beverages only.
- 97 15. "Manufacture" or "manufactures" means distilling or rectifying and bottling or
- 98 packaging any spirituous fluid, substance or compound intended for beverage purposes
- 99 which contains at least one-half of one percent (.5%) alcohol by volume;
- 100 16. "Microbrewery" is a commercial enterprise as defined by Wyoming Statute Section
- 101 12-1-101(a)(ixx).
- 102 17. "Operational" means offering for sale to the general public alcoholic liquor and malt
- 103 beverages as authorized under a license or permit issued under this title for not less than
- 104 three consecutive months during any calendar year.
- 105 18. "Original package" means any receptacle or container used or labeled by the
- 106 manufacturer of the substance, containing any alcoholic liquors or malt beverages.
- 107 19. "Person" includes an individual person, partnership, corporation, limited liability
- 108 company or association.
- 109 20. "Resident" means a domiciled resident and citizen of Wyoming for a period of not less
- 110 than one year who has not claimed residency elsewhere for any purpose within a one-
- 111 year period immediately preceding the date of application for any license or permit
- 112 authorized under this chapter.
- 113 21. "Restaurant" means space in a building maintained, advertised and held out to the
- 114 public as a place where individually priced meals are prepared and served primarily for
- 115 on-premises consumption and where the primary source of revenue from the operation
- 116 is from the sale of food and not from the sale of alcoholic or malt beverages. The
- 117 building shall have a dining room or rooms, a kitchen and the number and kinds of
- 118 employees necessary for the preparing, cooking and serving of meals in order to satisfy
- 119 the licensing authority that the space is intended for use as a full-service restaurant. The

- 120 service of only fry orders or such food and victuals as sandwiches, hamburgers or salads
 121 shall not be deemed a restaurant for the purposes of this section.
- 122 22. "Restaurant liquor license" means the authority under which a licensee is permitted to
 123 sell alcoholic liquor and malt beverages for consumption on the premises owned or
 124 leased by the licensee, and is subject to the limitations hereinafter provided.
- 125 23. "Retail liquor license" means the authority under which a licensee is permitted to sell
 126 alcoholic liquor or malt beverages for use or consumption, but not for resale.
- 127 24. "Room" means an enclosed and partitioned space within a building, large enough for a
 128 person. Partitions may contain windows and doorways, but any partition shall extend
 129 from floor to ceiling.
- 130 25. "Sell" or "sale" includes offering for sale, trafficking in, bartering, delivery, or
 131 dispensing and pouring for value, exchanging for goods, services or patronage, or an
 132 exchange in any way other than purely gratuitously. Every delivery of any alcoholic
 133 liquor or malt beverage made otherwise than by gift constitutes a sale.
- 134 26. "Special malt beverage permit" means the authority under which a licensee is
 135 permitted to sell malt beverages at public auditoriums, civic centers or events centers,
 136 meeting the qualifications hereinafter provided.
- 137 27. "Wholesaler" means any person, except the commission, who sells any alcoholic or
 138 malt beverage to a retailer for resale.
- 139 28. "Winery" means a commercial enterprise manufacturing wine at a single location in
 140 Wyoming in quantities not to exceed ten thousand gallons per year.

141 (Ord. 33-06 §§ 1, 2, 2006; Ord. 24-96 § 1, 1996; Ord. 22-93 § 1, 1993; Ord. 8-88 § 1, 1988; Ord.
 142 25-86 (part), 1986: prior code § 3-1)

143 (Ord. No. 34-15, § 1, 12-15-2015)

144
 145 5.08.020 - Authorization—Rules and regulations.

146
 147 A. The City of Casper may issue liquor licenses of the types, and in the manner, and
 148 subject to fees and regulations allowed by the State Liquor Code, Wyoming State Statutes 12-1-
 149 101 et seq. as these statutes may be amended from time to time.

150
 151 B. The city council is authorized to license, regulate and prohibit the retail sale of
 152 alcoholic liquors and malt beverages under this chapter. The city council may, from time to time,
 153 make rules and regulations as it deems necessary to carry out the provisions of this chapter;
 154 provided that said rules and regulations are consistent with the provisions contained in this
 155 chapter and the applicable state statutes.

156 (Ord. 25-86 (part), 1986: prior code § 3-45)

157 ~~5.08.015~~ **5.08.030** - Compliance with Requirements.

158 All liquor license applicants and holders and their employees and agents shall comply with
159 all relevant provisions of Wyoming State Statutes 12-1-101 et. seq. and any applicable City of
160 Casper ordinances, resolutions, rules, and regulations as they may be amended from time to time.

161 Any violation of this chapter occurring on a licensed premise or in relation to any other
162 license or permit shall be attributable to the license or permit holder for purposes of licensure
163 oversight and the public health and safety and peace. The acts or omissions of employees or
164 agents of the licensee or permit holder are the responsibility of the licensee or permit holder.

165 ~~5.08.030~~ **5.08.040** - License—Required.

166 It is unlawful for any person to **manufacture, brew, vint, or distill, or** possess for sale, sell or
167 dispense for any pecuniary advantage or give away to the public, as an inducement to the public
168 to patronize any business, place or person within the city, any alcoholic liquor or malt beverage
169 as defined in this chapter, or to operate a microbrewery, **winery, or manufacturing operation**
170 within the city without first obtaining a license to do so and paying the license fees therefor, and
171 for a distiller, a satellite manufacturer's permit..

172 (Ord. 22-93 § 2, 1993: Ord. 25-86 (part), 1986: prior code § 3-9)

173 **5.08.050** - License application—Contents and fees.

174 Any person desiring a license or permit, including a satellite manufacturer's permit, under the
175 provisions of this chapter, if alcoholic beverage sales thereunder are to take place within the city,
176 shall apply to the city council for the same upon a form of application prepared by the attorney
177 general of the state and furnished to the city. It shall be sworn to by the applicant, filed in the
178 office of the city clerk and be accompanied by the sum of fifteen dollars in the event that it is
179 submitted as an application for annual renewal to become effective on the annual renewal date of
180 April 1st, and in the sum of thirty dollars for an application submitted at any other time or for
181 any other purpose. The set amount is intended to defray the expense of publishing notice of such
182 application as required by law. Such application shall contain the following information:

183 A. The location and description of the licensed building in which the applicant will sell
184 under the license, if the building is in existence at the time of application. If the building is not in
185 existence, the location and an architect's drawing or suitable plan of the licensed building and
186 premises to be licensed;

187 B. The age and residence of the applicant, and of each applicant or partner if the
188 application is made by more than one individual or by a partnership;

189 C. A disclosure of any criminal record of the applicant or any partner equal to a felony
190 conviction under Wyoming law and any conviction for a violation of Wyoming law relating to
191 the sale or manufacture of alcoholic or malt beverages within ten years prior to the filing of the
192 application;

193 D. If the applicant is a corporation:

194 1. The name, age and residence of each officer, director and stockholder
195 holding, either jointly or severally, ten percent or more of the outstanding and issued
196 capital stock of the corporation, and

197 2. Whether any officer, director or stockholder with ten percent or more
198 ownership has been convicted of a violation of law as provided in subsection C of this
199 section;

200 E. A statement indicating the financial condition and financial stability of a new
201 applicant;

202 F. The site and the zoning of the site where the applicant will sell under the license;

203 G. If the applicant is a limited liability company:

204 1. The name, age and residence of each officer, manager and member holding,
205 either jointly or severally, ten percent or more of the outstanding ownership of the limited
206 liability company, and

207 2. If any officer, manager or member with ten percent or more ownership has
208 been convicted of a violation of law as provided under subsection C of this section;

209 H. No person or partner shall have any interest, directly or indirectly, in a license or
210 permit unless he signs and verifies the application for the license or permit. No corporation shall
211 be granted a license or permit unless two or more of the officers or directors sign and verify the
212 application on behalf of the corporation and also verify upon their oath as individuals that the
213 statements and provisions contained therein are true, except that if all the stock of the corporation
214 is owned by one individual then that individual may sign and verify the application and verify
215 upon his oath that the statements and provisions contained therein are true. No limited liability
216 company shall be granted a license or permit unless at least one of the officers, managers, or if
217 there are no officers or managers, at least one of the members who is duly authorized to act on
218 behalf of the limited liability company signs and verifies the application on behalf of the
219 company and also verifies upon his oath that the statements and provisions contained therein are
220 true.

221 (Ord. No. 9-17, § 2, 6-20-2017; Ord. 40-07 § 1, 2007; Ord. 24-96 § 4, 1996; Ord. 26-89, 1989;
222 Ord. 2-87 § 1, 1987; Ord. 25-86 (part), 1986: prior code § 3-10)

223 ~~5.08.050~~ **5.08.060** - License application—Change of ownership and other information.

224 A. Corporate and limited liability company licensees and permittees shall advise the
225 city council within thirty days in writing of any change in the information in any application

226 required under this chapter. The city shall provide the commission a copy of a notification of
227 change.

228 B. Whenever an interest of more than ten percent of the whole interest in any
229 corporation, association or organization holding a retail liquor license is sought to be sold,
230 assigned or otherwise transferred, a new application shall first be filed with the city clerk and no
231 such sale, assignment or transfer shall be made without the prior approval of the city council.

232 C. Whenever ownership of a license or permit is proposed to be transferred, or a retail
233 or limited retail liquor license moved to a different location, or a licensed or permitted facility is
234 proposed to be expanded, a new application shall first be filed with the city clerk, and no such
235 transfer, move or expansion shall be made without the prior approval of the city council as set
236 forth herein.

237 (Ord. 24-96 § 5, 1996; Ord. 25-86 (part), 1986: prior code § 3-13)

238 ~~5.08.060~~ **5.08.070** - License application—Affidavits required.

239 In addition to the application form, each applicant shall furnish the city an affidavit in duplicate,
240 setting forth the names and addresses of all stockholders and their respective stockholdings if the
241 applicant is a corporation, and the names and addresses of all members if the applicant is an
242 association or organization. Such affidavit shall also state whether or not any relative by blood or
243 marriage of an individual applicant, partner, stockholder of a corporation or a member of an
244 association or organization making application has any interest in any retail liquor license issued
245 by the city and, if so, the name and address of each such person; such affidavit shall also state
246 whether or not any person, other than the applicant, has any interest, whether direct or indirect, in
247 the license and, if so, the nature of the interest.

248 (Ord. 2-87 § 2, 1987: Ord. 25-86 (part), 1986: prior code § 3-14)

249 ~~5.08.070~~ **5.08.080** - License application—Notice, hearing and appeals procedure.

250 A. When an application for a license, special malt beverage permit, satellite
251 manufacturer's permit, or renewal, or a transfer of location or ownership thereof has been filed
252 with the city clerk, the clerk shall promptly prepare a notice of application, place the notice
253 conspicuously upon the premises shown by the application as the proposed place of sale, and
254 publish the notice in a newspaper of local circulation once a week for two consecutive weeks.
255 The notice shall state that a named applicant has applied for a license, special malt beverage
256 permit, renewal, expansion or transfer thereof, and that protests against the issuance, renewal,
257 expansion or transfer of the license or special malt beverage permit will be heard at a designated
258 meeting of the city council. Each applicant shall, at the time of filing his application, pay the
259 clerk an amount sufficient to cover the costs of publishing notice. Notices may be substantially in
260 the following form:

261 NOTICE OF APPLICATION FOR A _____

262 Notice is hereby given that on the _____ day of _____, 19 _____,
263 (name of applicant) filed an application for a _____ license (permit), in the office of the
264 Clerk of the City of Casper for the following building (insert address) and protests, if any there
265 be, against the issuance (transfer or renewal) of the license (permit) will be heard at the hour of
266 _____ .m. on the _____ day of _____, 19 _____
267 , in the (meeting place of the governing body).

268 _____

269 Dated _____

270 Signed
271 City Clerk

272

273 B. Any license or other permit authorized under this chapter shall not be issued,
274 renewed, expanded or transferred until on or after the date set in the notice for hearing protests.
275 If a renewal or transfer hearing, the hearing shall be held no later than thirty days preceding the
276 expiration date of the license or special malt beverage permit. A license or special malt beverage
277 permit shall not be issued, renewed, expanded or transferred if the city council finds from
278 evidence presented at the hearing:

279 1. The welfare of the people residing in the vicinity of the proposed license or
280 permit premises is adversely and seriously affected;

281 2. The purpose of this chapter shall not be carried out by the issuance, renewal,
282 expansion or transfer of the license or permit;

283 3. The number, type and location of existing licenses or special malt beverage
284 permits meet the needs of the vicinity under consideration;

285 4. The desires of the residents of the city will not be met or satisfied by the
286 issuance, renewal or transfer of the license or special malt beverage permit; or

287 5. Any other reasonable restrictions or standards which may be imposed by the
288 city council shall not be carried out by the issuance, renewal, expansion or transfer of the
289 license or permit.

290 ~~C. The owner and holder of an expired liquor license or permit or one due for~~
291 ~~expiration has a preference right to a new license for the same location. After the required notice~~
292 ~~and a public hearing, each application claiming renewal preference shall be promptly considered~~
293 ~~and acted upon by the city council.~~

294 **DC.** When any application is filed with the city council, the city clerk shall
295 immediately forward a copy of the application to the division. The city council shall not approve
296 or deny an application until the division has certified the application is complete pursuant to this
297 subsection. All applications shall be deemed to be certified unless objection is made by the
298 division within ten working days after receipt of the application. Upon approval or denial of an
299 application, the city council shall promptly notify the division.

300 **ED.** An applicant for a renewal license or special malt beverage permit may appeal to
301 the district court from an adverse decision by the city council. No applicant for a new license or
302 permit shall have a right of appeal from the decision of the city council denying an application.

303 **FE.** Upon an appeal, the person applying for a license and claiming renewal preference
304 shall be named as plaintiff, with the city council named as defendant. During the pendency of an
305 appeal, a renewal license denied by the city council shall not be granted to any other applicant.
306 Upon notice of appeal the city clerk shall transmit to the clerk of the district court a certified
307 copy of the application, of each protest, if any, and of the minutes recording the decision
308 appealed from. The appeal shall be heard as a trial de novo with evidence taken and other
309 proceedings had as in the trial of civil actions. The court may accept and consider as part of the
310 record certified documents forwarded to the court by the city clerk. The case shall be heard
311 promptly and the procedure shall conform to the Wyoming Rules of Civil Procedure unless other
312 procedures are provided for or required.

313 **F. The date the renewal application is due to the City Clerk's office for renewal**
314 **will be set by the City Clerk. Renewal applications received after this date will be assessed**
315 **a late fee. Late fee will be One Hundred Dollars (\$100.00) and must be paid before the City**
316 **Clerk will accept the renewal application. Late applications more than 3 weeks late may**
317 **not be renewed.**

318 (Ord. No. 9-17, § 3, 6-20-2017; Ord. 24-96 §§ 6, 1996; Ord. 25-86 (part), 1986: prior code § 3-
319 15)

320 ~~5.08.035~~ **5.08.090** - Suspension of license by licensing authorities for failure to pay sales tax.

321 The city council may suspend any license issued under this title if the licensee fails to pay
322 sales taxes and the division has ceased sales of alcoholic liquor to the licensee. The licensee may
323 appeal license suspension to the district court in the manner specified under W.S. 12-4-104 and
324 the appeal proceedings shall be in accordance with the Wyoming Rules of Appellate Procedure.
325 The suspension shall remain in effect pending a decision by the appellate court.

326 (Ord. 24-96 § 3, 1996)

327 ~~5.08.025~~ **5.08.100** - Microbrewery and winery permits—Authorized—Conditions—
328 Dual permits and licenses—Fees—Satellite winery permits.

329 A. Subject to restrictions imposed under W.S. 12-4-103 excluding W.S. 12-4-
330 103(a)(vi), the city council may issue:

331 1(a). A microbrewery permit authorizing a permit holder to brew a malt
332 beverage and dispense the brewed malt beverage for on-premises and limited off-
333 premises personal consumption;

334 1(b). A satellite manufacturer's permit authorizes the permittee to sell the
335 permittee's product at the satellite location consistent with the manufacturer's license.

336 2. A winery permit authorizing a permit holder to manufacture wine and
337 dispense the manufactured wine for on-premises and limited off-premises personal
338 consumption.

339 3. Satellite winery permits, authorizing a winery permit holder to sell its
340 manufactured wine at the number of satellite locations as specified by W.S. 12-4-412(d),
341 as it may, from time to time be amended, from its licensed manufacturing site under the
342 original permit. Satellite winery permits will be issued on application to the city clerk for
343 each location following approval of the city council after a public hearing for
344 consideration of the permit application. Satellite winery permits shall be subject to the
345 applicable terms and conditions of this chapter.

346 4. Every applicant for a satellite winery permit shall file with the city clerk, at
347 the time of application for the initial permit, and any subsequent permit or renewal
348 thereof, an affidavit in a form approved by the city clerk attesting that the applicant does
349 not have more than the number of satellite locations within the state as specified by W.S.
350 12-4-412(d), as it may, from time to time be amended.

351 5. No satellite winery permit shall be eligible for renewal in the event the
352 applicant thereof has more than the number of satellite locations within the state as
353 specified by W.S. 12-4-412(d), as it may, from time to time be amended.

354 B. The city council:

355 1. May allow the sale of other malt beverages under a microbrewery permit for
356 on-premises consumption when obtained through licensed wholesale malt beverage
357 distributors;

358 2. May allow the sale of other wines under a winery permit for on-premises
359 consumption when obtained from the commission;

360 3. May approve the dual holding of a microbrewery permit or winery permit
361 and one of the following:

362 a. A retail liquor license;

- 363 b. Subject to subsection C of this section, a restaurant license;
- 364 c. A resort license;
- 365 d. A microbrewery permit;
- 366 e. A winery permit; or
- 367 f. A bar and grill liquor license. Provided, however, the provisions of
368 this chapter shall apply to any person holding a microbrewery or winery permit
369 and a bar and grill liquor license, except the dual holder:
- 370 i. May sell the brewed malt beverage or manufactured wine for
371 limited off-premise personal consumption.
- 372 ii. May upon cessation of full service restaurant operations serve
373 a limited menu and continue to serve malt beverages authorized under the
374 microbrewery permit or wines authorized under the winery permit.
- 375 iii. Shall not include sales of malt beverages or wines authorized
376 under the microbrewery or winery permit, or sales other than food service
377 and alcoholic beverages, in the annual gross sales report.
- 378 4. May allow the microbrewery to sell on-site its brewed product for off-
379 premises personal consumption, not for retail sale, in packaging of bottles, cans or packs
380 of an aggregate volume not to exceed two thousand ounces per sale;
- 381 a. All microbrewery products for off-premises personal consumption
382 shall be packaged in a sealed container prior to leaving the premises. Such seal
383 shall be of such a nature as to indicate whether the container has been opened
384 subsequent to the most recent purchase of a beverage in that container.
- 385 5. May allow the winery to sell its manufactured wine on site for off-premises
386 personal consumption, not for retail sale, in packaging of bottles of an aggregate volume
387 not to exceed two thousand twenty-eight ounces per sale;
- 388 a. All winery products for off-premises personal consumption shall be
389 packaged in a sealed container prior to leaving the premises. Such seal shall be of
390 such a nature as to indicate whether the container has been opened subsequent to
391 the most recent purchase of a beverage in that container.
- 392 6. Shall limit the number of microbreweries or the number of wineries to no
393 more than those allowed in W.S. 12-4-201(d) for each permit;

394 7. May allow the transfer of a microbrewery or winery permit to another
395 location and ownership of the microbrewery or winery may be transferred upon approval
396 by the local licensing authority; and

397 8. Shall assess a fee of not less than three hundred dollars nor more than five
398 hundred dollars payable annually in advance for each microbrewery or winery permit;
399 shall assess a fee of one hundred dollars annually for up to three satellite winery permits
400 issued within the city to the same applicant. When dual ownership of a microbrewery or
401 winery permit and a liquor license exists, no additional fee shall be assessed other than
402 the retail, restaurant or resort license fee.

403 C. Restaurant license restrictions of this chapter shall apply to any person holding a
404 microbrewery or winery permit and a restaurant liquor license pursuant to subsection (B)(3)(b)
405 of this section, except the dual holder:

406 1. May sell the brewed malt beverage or manufactured wine for limited off-
407 premises personal consumption pursuant to subsections (B)(4) and (5) of this section;

408 2. May upon cessation of full service restaurant operations, serve a limited
409 menu and continue to serve malt beverages authorized under the microbrewery permit or
410 wines authorized under the winery permit; and

411 3. Shall not include sales of malt beverages or wines authorized under the
412 microbrewery or winery permit, or sales other than food service and alcoholic beverages
413 in the annual gross sales report required under this chapter.

414 (Ord. No. 9-17, § 1, 6-20-2017; Ord. No. 11-14, § 1, 6-3-2014; Ord. 33-06 § 3, 2006; Ord. 24-96
415 § 2, 1996; Ord. 22-93 § 3, 1993)

416 5.08.105 – Manufacturing and rectifying.

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

423 b. The local licensing authority may issue to the holder of a manufacturer's license
424 granted under subsection (a) of this section who is a federally licensed distiller or rectifier, a
425 satellite manufacturer's permit which allows the permittee to sell product manufactured at the site
426 identified on the manufacturer's license at not more than one (1) satellite location within
427 Wyoming separate from its manufacturing site under the original permit. All products sold at a
428 manufacturer's satellite location shall be obtained through the division. The satellite

429 manufacturer's permit may be issued on application to the appropriate licensing authority. The
430 local licensing authority may require a public hearing and the payment of an additional permit
431 fee not to exceed one hundred dollars (\$100.00). The satellite manufacturer's permit shall be
432 subject to the terms and conditions of W.S. 12-4-106, the schedule of operating hours set
433 pursuant to W.S. 12-5-101 and the licensed building provisions pursuant to W.S. 12-5-201.

434 c. For purposes of this section:

435 (i) "Distiller" includes any person who:

436 (A) Produces distilled spirits from any source or substance;

437 (B) Brews or makes mash, wort or wash fit for distillation or for the production of
438 distilled spirits, other than the making or using of mash, wort or wash in the authorized
439 production of wine or beer, or the production of vinegar by fermentation;

440 (C) By any process separates alcoholic spirits from any fermented substance; or

441 (D) Making or keeping mash, wort or wash, has a still in operation at the site
442 identified on the manufacturer's license.

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

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

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

450 ~~5.08.430 5.08.110—Evidence of sale—Possession of federal tax stamp.~~

451 ~~The possession of any alcoholic beverage, as the same is defined in Section 5.08.010, and the~~
452 ~~possession of a special tax stamp from the government of the United States authorizing the sale~~
453 ~~of any alcoholic liquor or malt beverage by a person not licensed under this chapter is prima~~
454 ~~facie evidence that the person possessing the alcoholic beverage and special tax stamp is selling~~
455 ~~the alcoholic beverage in violation of this chapter. A certified copy of such special tax stamp~~
456 ~~verified by the proper authorities shall be admitted in evidence in all respects as the original~~
457 ~~special tax stamp might be received.~~

458 ~~5.08.440 5.08.120 - Evidence of sale—Persons and alcoholic beverages on premises.~~

459 The presence of any person in any unlicensed structure, room or place, other than the person
460 maintaining the place, such person having upon any table, bench, bar or other article any

461 container wherein there is any alcoholic liquor or malt beverage and in near proximity to where
462 any such person is standing or sitting is prima facie evidence that the person maintaining the
463 premises is maintaining a nuisance.

464 ~~5.08.080~~ **5.08.130** - Special malt beverage permit.

465 A. Public auditoriums, civic centers and events centers meeting the qualifications of
466 subsection B of this section may be licensed by the city council under a special malt
467 beverage permit.

468 B. To qualify for a special malt beverage permit an applicant must meet the following
469 requirements:

470 1. The applicant must be a responsible person or organization;

471 2. The public auditorium, civic center or events center shall be an enclosed building
472 owned by the city or the county, containing meeting rooms, kitchen facilities and at
473 least one auditorium which has a seating capacity for no less than five thousand persons
474 and is used for public gatherings;

475 3. The person or organization applying for the permit must hold a written agreement with
476 the owner of the public auditorium, civic center or events center, giving said applicant
477 the right to sell concessions within the building for the period for which the license will
478 be effective.

479 C. No person or organization holding a special malt beverage permit shall sell any alcoholic
480 liquor other than malt beverages on the premises described on the permit, nor shall any malt
481 beverage be sold for consumption off the premises authorized by the permit. It shall be the
482 duty and obligation of the holder of the permit to see that no sales are made to any person
483 under the age of twenty-one years.

484 D. The permits authorized by this section shall be issued after a hearing on the application, and
485 the license fee shall be one thousand five hundred dollars, payable annually in advance.

486 E. The permit shall be subject to such rules and regulations as are established by the city
487 council for the following:

488 1. The hours and days of operation of the licensed building.

489 (Ord. No. 9-17, § 4, 6-20-2017; Ord. 8-88 § 3, 1988; Ord. 25-86 (part), 1986: prior code § 3-22)

490 ~~5.08.090~~ **5.08.140** - Malt beverage and catering permits for public events.

491 A. A malt beverage permit, authorizing the sale of malt beverages only, may be issued by the
492 city manager or his or her designee to any responsible person or organization for sales at a
493 picnic, bazaar, fair, rodeo, special holiday or similar public gathering. No person or
494 organization holding the special permit shall sell any alcoholic liquor other than malt
495 beverages on the premises described on the permit, nor shall any malt beverage be sold or
496 consumed off the premises authorized by the permit. Privately owned or leased premises
497 shall be subject to the restrictions set forth in subsections G and H.

- 498 B. A catering permit authorizing the sale of alcoholic liquor and malt beverages may be issued
499 by the city manager or his or her designee to any person holding a retail liquor license
500 authorizing the off-premises sale of both alcoholic and malt beverages, for sales at meetings,
501 conventions, private parties and dinners, or at other similar gatherings not capable of being
502 held within the licensee's licensed premises. No licensee holding a catering permit shall sell
503 or permit consumption of any alcoholic liquor or malt beverage off the premises described
504 in the permit.
- 505 C. The permits authorized by this section shall be issued for one twenty-four-hour period,
506 subject to the schedule of operating hours provided by this chapter. No person or
507 organization shall receive more than a total of twelve malt beverage and ~~twenty-four~~ **thirty-**
508 **six** catering permits for sales at the same premises in any one year. In no event shall more
509 than twenty-four malt beverage permits be issued for any given premises in any one year.
- 510 D. The malt beverage permit and the catering permit shall be issued on application to the city
511 manager or his or her designee without public notice or hearing. An application for a malt
512 beverage permit or catering permit under this section shall be accompanied by a designation
513 of the event for which the application is sought specifying the type of event and the name of
514 the sponsor. Any applicant applying for a permit authorized by this section and having
515 licensed premises located within a jurisdiction other than that jurisdiction to which
516 application is made shall secure the written approval of the licensing authority of that
517 jurisdiction in which the licensed premises are located prior to filing an application for a
518 permit.
- 519 E. The fee for the malt beverage permit and the catering permit shall be fifty dollars per
520 twenty-four-hour period, payable to the city.
- 521 F. Applications shall be submitted on a form approved by the city manager or his or her
522 designee.
- 523 G. Applications for malt beverage permits shall be denied due to any of the following
524 conditions:
- 525 1. Conviction of the following individuals and entities for one or more of the following
526 offenses related to a similar event or location within the preceding five years prior to the
527 date of the application as follows:
- 528 a. Applicant or applicant's entity principals, employees, agents, or representatives
529 while travelling to or from the event or at the event:
- 530 1) Driving while under the influence,
531 2) Public intoxication,
532 3) Disturbing the peace/noise offense,
533 4) Serving after hours at location,
534 5) Controlled substances offenses,
535 6) Serving to a minor,
536 7) Selling alcohol without a license,
537 8) Violation of any provision of Chapter 5.08 of the Casper Municipal Code.

- 538 2. Convictions of any patron, guest, attendee, employee, owner, applicant, or principal
539 resulting from four or more of any of the following offenses occurring at, or stemming
540 from, an event location for which a permit is being applied for, within three hundred
541 sixty-five days prior to the date of the application as follows:
- 542 a. Minor in possession,
 - 543 b. Disturbing the peace/noise offense,
 - 544 c. Selling alcohol without a license,
 - 545 d. Furnishing alcohol to minor,
 - 546 e. Driving while under the influence,
 - 547 f. Controlled substances offense.
- 548 3. Applicant's business entity is not in good standing with the State of Wyoming Secretary
549 of State.
- 550 4. Applicant lack of valid Wyoming sales tax permit.
- 551 5. Applicant nonresident of Wyoming.
- 552 6. Applicant not obtaining other required permits, including, but not limited to, open
553 container, street closure, and food service permits.

554 Any denial by the city manager or his designee may be appealed to the city council by the
555 applicant filing a written notice of appeal with the city manager within ten days of the denial.
556 The appeal will be considered within thirty days of the written notice of appeal being filed.
557 Council's decision is final.

558 Upon denial, or final denial of any malt beverage permit for any of the reasons listed in this
559 section, applicant may apply for future malt beverage permits after the expiration of three
560 hundred sixty-five days from the date of any such denial.

561 The provisions of this section shall become applicable for any license applied for or any
562 conviction of the listed offenses occurring after the effective date of this ordinance.

563 H. Any permit issued under this section may be revoked at any time on the discretion of the
564 city manager, or his or her designee, or the chief of police, or his or her designee, if the
565 event poses a risk to public safety or welfare. Upon revocation, all sales and consumption of
566 alcohol shall cease.

567 (Ord. 11-05 § 1, 2005; Ord. 30-04 §§ 1 (part), 2, 2004; Ord. 33-02 § 1, 2002; Ord. 17-02 § 1,
568 2002; Ord. 2-91, 1991; Ord. 69-87 § 1, 1987; Ord. 25-86 (part), 1986; prior code § 3-28)

569 (Ord. No. 33-11, §§ 1—3, 12-20-2011)

570 ~~5.08.100~~ **5.08.150** - License holder restrictions.

571 A. A license or permit authorized by this chapter shall not be held by, issued or transferred to:

572 ~~1. Any member of the city council or county commissioners;~~

- 573 ~~2. Any person employed by the state or a city, town or county as a law enforcement~~
574 ~~officer or who holds office as a law enforcement officer through election;~~
- 575 31. Any party who does not own the licensed building or hold a written lease for a period
576 for which the license will be effective, containing an agreement by the lessor that
577 alcoholic liquor or malt beverages may be sold upon the leased premises, except as
578 provided by subdivision 2 of this subsection;
- 579 42. Any licensee who fails to demonstrate that his licensed alcoholic or malt beverage
580 enterprise will be operational in a planned but not physically functional building within
581 ~~two~~ one years after a license or permit has been issued or transferred, or if holding a
582 license, fails to open his business in a functional building within ~~two~~ one years after
583 license issuance or transfer. Upon a showing of good cause by the licensee and for an
584 additional period of not to exceed one year, the local licensing authority may extend the
585 time period in which the business or enterprise of the licensee is required to become
586 operational or open for business pursuant to this subsection. Any license or permit in
587 violation of this subsection shall not be renewed by the city council;
- 588 53. Any licensee who does not annually purchase at least two hundred fifty dollars of
589 alcoholic liquors or malt beverages from the commission or any authorized malt
590 beverage wholesaler, except any licensee having a planned building not in existence or
591 operational pursuant to subdivision 2 of this subsection;
- 592 64. A manufacturer of alcoholic beverages or wholesaler of malt beverages; provided,
593 however, this prohibition is not intended to prevent the manufacture or sale of malt
594 beverages under a microbrewery license issued pursuant to this chapter;
- 595 75. A person under twenty-one years of age;
- 596 86. A college fraternity or organization created by one or more college fraternities;
- 597 97. A chamber of commerce;
- 598 108. A corporation or a limited liability company which has not qualified to do business in
599 Wyoming;
- 600 119. An individual who is not a resident; or
- 601 1210. Any partnership or group of two or more persons unless each individual interested,
602 directly or indirectly, is a resident.
- 603 1311. Except as provided in subsection 12 of this section, a license or permit authorized by
604 this chapter shall not be renewed if the licensee or permittee did not, during the previous
605 one year term of the license or permit, purchase at least two hundred fifty dollars of
606 alcoholic or malt beverages from the commission or any authorized malt beverage
607 wholesaler. A retail liquor license shall not be renewed if the licensee did not, during
608 the previous one year term of the license, purchase at least two thousand dollars of
609 alcoholic beverages from the commission, excluding malt beverage purchases;
- 610 1412. Subsection 11 of this section shall not apply to:
- 611 a. Any licensee or permittee having a planned but not physically functional building
612 pursuant to subsection 4 of this section;

613 b. Holders of special permits issued under Sections 5.08.130 and 5.08.140 of this
614 code.

615 B. No more than one license or permit shall be issued to any one person, except for malt
616 beverage or catering permits, or in conjunction with a microbrewery license as hereinafter
617 provided.

618 (Ord. No. 9-17, § 5, 6-20-2017; Ord. 24-96 § 7, 1996; Ord. 22-93 § 6, 1993; Ord. 8-88 § 2, 1988;
619 Ord. 25-86 (part), 1986: prior code § 3-12)

620 ~~5.08.110~~ **5.08.160** - License interest restrictions.

621 No person or partner shall have any interest, directly or indirectly, in a license or permit
622 unless he signs and verifies the application for the license or permit and no corporation shall be
623 granted a license or permit unless two or more of the officers or directors sign and verify the
624 application on behalf of the corporation and also verify upon their oath as individuals that the
625 statements and provisions are true.

626 (Ord. 25-86 (part), 1986: prior code § 3-11)

627 ~~5.08.120~~ **5.08.170** - Retail, resort and restaurant license fees.

628 Every person holding a retail, resort or restaurant license authorized by the provisions of this
629 chapter shall pay annually in advance, for a license hereunder, the sum of one thousand five
630 hundred dollars. The license fee shall be paid to the clerk of the city before the license is issued.

631 (Ord. 25-86 (part), 1986: prior code § 3-18)

632 ~~5.08.130~~ **5.08.180** - Fee disposition—Refunds prohibited.

633 All fees for licenses and permits issued by the city council paid under this chapter shall be
634 deposited into the city treasury. No refund of all or any part of a license or permit fee shall be
635 made at any time following issuance.

636 (Ord. 25-86 (part), 1986: prior code § 3-16)

637 ~~5.08.140~~ **5.08.190** - License and permit term.

638 A. A license or permit is considered a personal privilege to the holder and the term of the
639 license or permit is for one year unless sooner revoked, except for twenty-four-hour catering
640 and malt beverage permits. When a valid license or permit is determined to be part of the
641 estate of a deceased holder, the administrator or executor of the estate may exercise the
642 privilege of the deceased under the license or permit until the expiration of the license or
643 permit.

644 B. The term of a license or special malt beverage permit may be less than one year if specified
645 by the city council to coincide with the annual date or dates set by the authority for
646 consideration of license and permit issuance, renewals and transfers. In the event that the

647 city council issues a license or permit for a term less than one year, it shall prorate the fee
648 accordingly. Any licensee not attempting to renew a newly issued prorated license or permit
649 valid for a term of less than one year shall not be eligible for any license or permit
650 authorized under this chapter for a period of two years after the expiration date of the
651 prorated license or permit.

652 (Ord. 25-86 (part), 1986: prior code § 3-17)

653 ~~5.08.150~~ **5.08.200**- Number of licenses allowed—Council authority.

654 The city council may issue less than the total number of allowable liquor licenses allowed by
655 state statutes and may issue any license or permit authorized by this chapter.

656 (Ord. 25-86 (part), 1986: prior code § 3-46)

657 ~~5.08.160~~ **5.08.210**- License—Display required.

658 Each licensee shall display his license in a conspicuous place in the licensed building.

659 (Ord. No. 9-17, § 6, 6-20-2017; Ord. 25-86 (part), 1986: prior code § 3-36)

660 ~~5.08.170~~ **5.08.220** - License—Transfer conditions and procedures.

661 A. Except as otherwise provided, after public hearing and subject to the approval of the city
662 council, a license or permit may be transferred to or renewed on different premises on the
663 same basis as the original application or a licensed or permitted facility may be expanded.
664 An additional license fee of not more than one hundred dollars, as specified by city council
665 resolution, is required for the remaining term of the license or permit. A transferred license
666 or permit shall expire on the same day as the original license or permit.

667 B. A licensee, or the executor or administrator of the estate of a deceased licensee, may assign
668 or transfer the license or permit by a sale made in good faith. The assignment and transfer
669 shall first have the approval of the city council, which consideration shall be based in part
670 upon a public hearing and an application filed under oath by the assignee or transferee
671 showing the person or entity to be qualified to hold a license or permit under Wyoming law.
672 The approval of the transfer shall not be given by the city council if proceedings, including
673 an action to collect delinquent sales tax payments pursuant to W.S. 12-2-306, are pending to
674 suspend, revoke or otherwise penalize the original license or permit holder. A transfer of a
675 license or permit shall require the payment of an additional license fee to the city of not
676 more than one hundred dollars for the transfer, and upon assignment the assignee may
677 exercise the privilege of continuing the business authorized by the license or permit.

678 (Ord. 24-96 § 8, 1996: Ord. 25-86 (part), 1986: prior code § 3-42)

679 ~~5.08.180~~ **5.08.230** - Transfer, sale or attachment restrictions.

680 No license or permit shall be transferred or sold, or licensed or permitted facility expanded
681 except as provided by this chapter, nor used for any place not described in the license or permit
682 at the time of issuance, nor shall any license be subject to attachment, garnishment or execution.

683 (Ord. 25-86 (part), 1986: prior code § 3-43)

684 ~~5.08.185~~ **5.08.240** - Liquor license application information.

685 All applicants for liquor licenses shall provide accurate information in conjunction with their
686 applications. Providing false information is declared to be violation of law and may be penalized
687 accordingly.

688 (Ord. 1-95 § 1, 1994)

689 ~~5.08.200~~ **5.08.250** - Sales by clubs—Petition—Duties and restrictions.

690 A. Bona fide clubs, as defined in Section 5.08.010(5), shall be licensed under a limited retail
691 liquor license for which they shall pay a license fee of one hundred dollars annually in advance,
692 which license fee shall be paid to the city.

693 B. At least fifty-one percent of the membership of a social club as defined by Section
694 5.08.010(5)(e), shall sign a petition indicating a desire to secure a limited retail liquor license.
695 The form of the petition shall be prescribed by the commission and shall include the residence
696 address of each member signing the petition. The petition shall be submitted with the initial
697 application for a limited retail liquor license.

698 C. A club holding a limited retail liquor license shall not sell alcoholic or malt beverages for
699 consumption anywhere except within the licensed premises and for consumption by its members
700 and their accompanied guests only. It shall be the duty and obligation of the club to check and
701 regulate sales to members and their accompanied guests to ensure that all alcoholic or malt
702 beverages sold are consumed within the building, space or premises.

703 D. Any golf club as defined by Section 5.08.010(5) which holds a club limited retail liquor
704 license may dispense alcoholic beverages from any location within the boundaries of the golf
705 club premises. The premises shall be a single property within a contiguous boundary upon which
706 the golf club is located and which shall be identified in the license. Any location on the golf club
707 premises where alcoholic beverages are dispensed as approved by the licensing authority shall
708 comply with applicable sanitation and fire hazard requirements and other applicable laws.

709 (Amended during Supp. No. 26, 1-07; Ord. 9-05 § 2, 2005; Ord. 25-86 (part), 1986: prior code §
710 3-19)

711 ~~5.08.210~~ **5.08.260** - Use of drive-in areas—Restrictions.

712 Upon approval of the city council, a drive-in area adjacent or contiguous to the licensed room
713 may be used by the holder of a retail liquor license for taking orders, making delivery of and
714 receiving payment for alcoholic liquors or malt beverages under the following conditions:

715 A. The holder of the retail liquor license shall own the area or hold a written lease for the
716 period for which the license was issued;

717 B. Repealed.

718 C. The area shall be well lighted and subject to inspection by the city council or its designees
719 at any and all times;

720 D. No walls or screens shall interfere with observing and checking the part of the area used for
721 orders, delivery and payment;

722 E. No order shall be received from, nor delivery made to, a person under twenty-one years of
723 age or an intoxicated person in the area;

724 F. No part of a publicly owned sidewalk, highway, street or alley shall be used for taking
725 orders or conducting sales;

726 G. Alcoholic liquor or malt beverages shall be sold and delivered in the drive-in area only in
727 the original, unopened package, and consumption of alcoholic liquor or malt beverages in the
728 drive-in area shall not be permitted; and

729 H. No retail liquor license may be renewed, granted or transferred for any establishment
730 having what is commonly known as a "drive-up" window, door or other service area intended to
731 allow the purchase of alcohol from a motor vehicle. However, nothing in this section shall
732 prohibit the renewal or transfer of a license for an existing establishment having a "drive-up"
733 window in operation prior to the effective date of the ordinance codified in this section at its
734 current location or on adjacent and abutting real property. Should the license be transferred to a
735 new location which is not on adjacent and abutting real property, a "drive-up" window shall not
736 be allowed.

737 (Ord. No. 9-17, § 7, 6-20-2017; Ord. 20-06 § 1, 2006; Ord. 8-88 § 4, 1988; Ord. 25-86 (part),
738 1986: prior code § 3-34)

739 ~~5.08.220~~ **5.08.270** - Use of drive-in areas—Council authority.

740 The agents and officers of the city administering the liquor licenses shall determine whether
741 traffic conditions or physical circumstances hindering law enforcement should require a decision
742 forbidding or restricting sales or delivery in any drive-in area, recommending appropriate action
743 to the city council. If by resolution of the city council the right of a licensee to use certain drive-
744 in areas is forbidden or restricted, that resolution shall be complied with by the licensee.

745 (Ord. 25-86 (part), 1986: prior code § 3-35)

746 ~~5.08.230~~ **5.08.280** - Sales by drugstores.

747 All sales of alcoholic liquor or malt beverages by drugstores holding a retail liquor license under
748 the provisions of this chapter shall be made only in the container received by the druggist in the
749 original package. No such container or original package shall be opened upon the premises
750 where the same is sold, or in any room or building in connection with the drugstore. Any such
751 sale shall be made by a licensed pharmacist or by an adult clerk. The drugstore shall be limited in
752 its sales to the amount provided in this chapter that may be sold by holders of other retail
753 licenses.

754 (Ord. 25-86 (part), 1986: prior code § 3-20)

755 ~~5.08.240~~ **5.08.290** - Resort retail license.

756 The city council may issue resort retail liquor licenses to applicants who meet the requirements
757 of Wyoming Statutes Section 12-4-401. All applicants for issuance or renewal of a resort liquor
758 license shall comply with all applicable state statutes as they may be amended from time to time.

759 (Ord. 25-86 (part), 1986: prior code § 3-21)

760 (Ord. No. 17-17, § 1, 11-7-2017)

761 ~~5.08.250~~ **5.08.300** - Restaurant license issuance—Council authority.

762 A. Subject to availability, restaurants, ~~as defined by subsection 20,~~ may be licensed by the city
763 council under a restaurant liquor license. In addition to the application requirements required by
764 this chapter, the license applicant shall submit a valid food service permit issued by the state of
765 Wyoming upon application.

766 B. Any person holding a limited retail liquor license and otherwise qualified for a restaurant
767 liquor license under Sections 5.08.010 and 5.08.300 through 5.08.330, may be issued a restaurant
768 liquor license by the city council.

769 (Ord. 33-06 § 4, 2006; Ord. 25-86 (part), 1986: prior code § 3-24)

770 ~~5.08.260~~ **5.08.310** - Restaurant license—Food service requirements.

771 A. An applicant for a restaurant liquor license shall satisfy the city council that the primary
772 source of revenue from the operation of the restaurant to be licensed will be derived from food
773 services and not from the sale of alcoholic liquor or malt beverages.

774 B. When renewing a restaurant liquor license, the city council shall condition renewal upon a
775 requirement that not less than sixty percent of gross sales from the preceding twelve months'
776 operation of a licensed restaurant be derived from food services.

777 C. Upon application for license renewal, a license holder shall submit an annual report to the
778 city council on the sales of the licensed restaurant. The report shall contain the annual gross sales
779 figures of the restaurant and shall separate the gross sales figures into two categories:

780 1. Food service sales; and

781 2. Alcoholic liquor and malt beverage sales.

782 D. The annual report shall be submitted upon a form approved by the city council.

783 (Ord. 25-86 (part), 1986: prior code § 3-25)

784 ~~5.08.270~~ **5.08.320** - Restaurant licenses—Transfer.

785 No restaurant liquor license shall be transferred to another location. License ownership may be
786 transferred to a purchaser or lessee of the licensed premises with the approval of the city council.

787 (Ord. 33-06 § 5, 2006; Ord. 22-93 § 4, 1993; Ord. 25-86 (part), 1986: prior code § 3-26)

788 ~~5.08.280~~ **5.08.330** - Restaurant license—Sale and consumption conditions.

789 A. Except as provided in subsection F of this section, restaurant liquor licensees shall not sell
790 alcoholic liquor or malt beverages for consumption off the premises owned or leased by the
791 licensee. Except as provided in subsections B and F of this section, alcoholic or malt beverages
792 shall be served for on-premises consumption only, in dining areas which are adequately staffed
793 and equipped for all food services offered by the restaurant.

794
795 B. Alcoholic liquor and malt beverages shall be dispensed and prepared for consumption in
796 one room, and one additional room if authorized by the city council upon the licensed premises
797 separated from the dining area in which alcoholic liquor and malt beverages may be served, and
798 in the case of a golf course upon which a restaurant liquor license is operational, at dispensing
799 areas on the premises of the golf course as provided by subsection E hereof. No consumption of
800 alcoholic liquor or malt beverages shall be permitted within the dispensing room or rooms, nor
801 shall any person other than employees who are at least eighteen years of age be permitted to
802 enter a dispensing room. If a restaurant has a dispensing room separate from the dining area
803 which is licensed prior to February 1, 1979, for purposes of alcoholic liquor or beverage sales
804 and consumption, the restaurant may dispense alcoholic liquor or malt beverages in the separate
805 dispensing room under a restaurant liquor license, and any person who is at least eighteen years
806 of age is permitted to enter the separate dispensing room.

807
808 C. No alcoholic liquor or malt beverages shall be served to an individual person unless served
809 in conjunction with meals served to, and eaten by, the individual person. However, nothing
810 herein provided shall prohibit the sale of alcoholic liquor or malt beverages to any person whom
811 the licensee, his agents or employees, reasonably believe has the intention of ordering and eating
812 a meal.

813

814 D. All sales of alcoholic or malt beverages authorized by a restaurant liquor license shall cease
815 at the time food sales and services cease, or at the hours specified by Section 5.08.390, if food
816 sales and services extend beyond the hours specified therein.
817

818 E. With the approval and on the conditions imposed by the city council, any restaurant liquor
819 licensee operating on a golf course may dispense alcoholic beverages from any location on the
820 premises of the golf course, and such holders shall comply with all applicable sanitation and fire
821 hazard requirements, and other applicable laws.
822

823 F. A restaurant liquor licensee may permit a patron to remove one unsealed bottle of wine for
824 off-premises consumption provided that the patron has purchased a full course meal and
825 consumed a portion of the bottle of wine with the meal on the restaurant premises. For purposes
826 of this subsection the term "full course meal" shall mean a diversified selection of food which is
827 ordinarily consumed with the use of tableware and cannot conveniently be consumed while
828 standing or walking. A partially consumed bottle of wine that is to be removed from the premises
829 pursuant to this subsection shall be securely sealed by the licensee or an agent of the licensee and
830 placed in a tamper-proof transparent bag which shall also be securely sealed prior to removal
831 from the premises, so that it is visibly apparent that the resealed bottle of wine has not been
832 tampered with. The licensee or agent of the licensee shall provide a dated receipt for the bottle of
833 wine to the patron. Wine which is resealed in accordance with the provisions of this subsection
834 shall not be deemed an open container for purposes of Section 5.08.480.
835

836 G. No restaurant liquor licensee shall promote the restaurant as a bar and/or lounge nor shall
837 the licensee compete with a retail liquor licensee in activities other than dinner functions,
838 including, but not limited to, dances, receptions, and other social gatherings.
839

840 (Ord. No. 9-17, § 8, 6-20-2017; Ord. 33-06 § 6, 2006; Ord. 11-05 §§ 2, 3, 2005; Ord. 9-05 § 1,
841 2005; Ord. 25-86 (part), 1986: prior code § 3-27)
842

843 ~~5.08.285~~ **5.08.340** - Bar and grill liquor license issuance, council authority, criteria and
844 restrictions.

845 A. Subject to availability, restaurants, as defined by subsection 19 of Section 5.08.010 of this
846 chapter, may be licensed by the city council under a bar and grill liquor license. In addition to the
847 application requirements required by this chapter, the license applicant shall submit a valid food
848 service permit issued by the state of Wyoming upon application. Criteria that may be considered
849 by the city council in determining to whom any such license may be issued may include, but is
850 not limited to the following:

851 1. The location of the proposed business is in an area: (1) in need of redevelopment; (2)
852 officially designated as an urban renewal area; or (3) that has been identified as being under
853 served by food and beverage services.
854

855 2. The issuance of the license will contribute to economic development goals or purposes of
856 the city.
857

858 3. Whether the applicant will be investing in the construction of a new structure or will
859 otherwise be materially and substantially updating a current building.

860
861 4. If the applicant's business is a new business, the number of new jobs reasonably estimated
862 to be created, or if an existing business, the number of new or additional jobs that will reasonably
863 be created by use of the bar and grill liquor license.

864
865 B. Bar and grill licenses shall be subject to the provisions of Sections 5.08.310 and
866 5.08.330(D) of this chapter to the same extent that those provisions are applicable to restaurant
867 liquor licenses. Bar and grill liquor licensees shall not sell alcoholic or malt beverages for
868 consumption off the premises owned or leased by the licensee except as allowed under Section
869 5.08.330(F) of this chapter.

870
871 C. Every person holding a bar and grill liquor license authorized by the provisions of this
872 chapter shall pay annually, in advance, a license fee for such license the sum of ten thousand five
873 hundred dollars for the first license year; and, three thousand dollars for each year thereafter that
874 such license is granted, in addition to any other fees due from such person otherwise holding a
875 microbrewery or winery permit. The license fee shall be paid to the clerk of the city before the
876 license is issued.

877
878 D. Bar and grill liquor licenses shall not be sold, transferred, or assigned by the holder.

879
880 (Ord. 33-06 § 7, 2006)

881 (Ord. No. 1-09, § 1, 2-17-2009; Ord. No. 32-12, § 1, 12-4-2012)

882
883 ~~5.08.290~~ **5.08.350** - Location—General conditions.

884
885 A. The principal place in which alcoholic liquor and malt beverages are sold under a retail
886 liquor license shall be located in one building upon the premises for which the retail liquor
887 license is issued and as approved by the licensing authority.

888 B. Alcoholic beverages secured in the licensed building by a server may be served only in the
889 licensed building, and in an immediately adjacent fenced or enclosed area as approved by the
890 city council. This area shall not be in another building.

891
892 C. The retail licensee may separate the facility for the sale of alcoholic liquor and malt
893 beverages for off-premises consumption from the facility used to serve customers for on-
894 premises consumption.

895
896 D. A separated facility for making sales for off-premises consumption shall be separated by a
897 glass or other suitable partition when a connection doorway exists to permit persons to pass
898 freely between the two facilities.

899
900 E. The licensee, an employee, or a licensed operator is to be present in the licensed building
901 used for the selling or dispensing of malt beverages or alcoholic liquors at all times during hours
902 of operation.

903

904 F. All licensees, other than resort licensees and limited retail licensees, are required to post
905 signage on all exits from the licensed building stating:

906

907 "No alcohol beyond this point per City of Casper Ordinance."
908

909

910 All licensees of limited retail or resort liquor licenses shall post signage on all driveway and
911 pathway exits from the legal boundary of the lot or lots under the ownership or lease by the
912 licensee stating:

913 "No alcohol beyond this point per City of Casper Ordinance."
914

915

916 G. No person under the age of twenty-one shall enter or remain in an establishment that is
917 primarily for off-premise sales of alcoholic liquor or malt beverages unless accompanied by a
918 parent, spouse or legal guardian who is twenty-one years of age or older.

919

920 (Ord. No. 9-17, §§ 9, 10, 6-20-2017; Ord. No. 3-14, § 1, 2-4-2014; Ord. 19-95 § 1, 1995; Ord.
921 25-86 (part), 1986: prior code § 3-30(A))

922

923 ~~5.08.295~~ **5.08.360** - Right of entry—Inspection.
924

925

926 A. In addition to all other rights of inspection which the city may now or hereafter possess, the
927 public safety director or the designee(s) of the public safety director are empowered to enter and
928 inspect every place of business which is licensed or permitted by the city to sell malt or alcoholic
929 beverages or where malt or alcoholic beverages are sold, stored or kept for the purpose of sale
930 pursuant to a city liquor license or City-issued permit.

931

932 B. Entry for purposes of inspection pursuant to this section is authorized only during open
933 business hours unless it is in the presence of the licensee or his agent, employee or
934 representative, or unless the person making entry does so under court order, or the person
935 making entry has reasonable grounds to believe that evidence of a violation of this chapter is
936 within the place to be entered and emergency or exigent circumstances exist such that a
937 warrantless search is allowed by law.

938

939 C. Reserved.
940

941

942 (Ord. 19-95 § 2, 1995)

943 (Ord. No. 9-12, § 1, 3-6-2012; Ord. No. 32-12, § 2, 12-4-2012)
944

945

946 ~~5.08.300~~ **5.08.370** - Convention facilities.
947

948

949 If a licensee is engaged in a business operation with convention facilities, the licensee may
950 maintain more than one additional dispensing room under the same license fee. For purposes of
951 this section, a convention facility shall have and maintain all of the following:

952

953 A. Motel or hotel sleeping room accommodations;
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956 B. Restaurant facilities; and
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C. Conference facilities.

(Ord. 25-86 (part), 1986: prior code § 3-30(B))

~~5.08.320~~ **5.08.390** - Hours of sale generally—Exceptions—Designation of dates for unrestricted operation.

A. All licensees except club licensees and satellite manufacturer's permit holding liquor licenses shall be controlled by the following schedule for operating hours:

1. ~~On all days except Sunday, a~~A licensee may commence the selling, serving, or dispensing of alcoholic liquors or malt beverages at six a.m. and shall cease the sale of both alcoholic liquor and malt beverages promptly at the hour of two a.m. the following day. Any portion of any building used by the licensee for the selling, serving, dispensing, or consumption of alcoholic liquors or malt beverages shall be cleared of all persons other than employees by two-thirty a.m. The licensee shall ensure that all consumption of alcoholic liquors or malt beverages has ceased by two-thirty a.m. within all areas of the licensed building, or in the case of resort licensees, within the boundary of the lot or lots under the ownership or lease by the licensee, other than in private hotel or motel rooms;

~~2. On Sundays, licensees may commence the selling, serving, or dispensing of alcoholic liquors or malt beverages at ten a.m. and shall cease the sale of alcoholic liquors or malt beverages promptly by the hour of ten p.m. Any portion of the building used by the licensee for the selling, serving, dispensing, or consumption of alcoholic liquors or malt beverages shall be cleared of all persons other than employees by ten thirty p.m. The licensee shall ensure that all consumption of alcoholic liquors or malt beverages has ceased by two thirty a.m. Within all areas of the licensed building, or in the case of resort licensees, within the boundary of the lot or lots under the ownership or lease by the licensee, other than in private hotel or motel rooms. However, on Sundays that occur on December 31st licensees may continue to sell, serve, or dispense both alcoholic liquor and malt beverages until the hour of two a.m. on January 1st. At two thirty a.m. on January 1st, any portion of the building used by the licensee for the selling, serving, dispensing, or consumption of alcoholic liquors or malt beverages shall be cleared of all persons other than employees. The licensee shall ensure that all consumption of alcoholic liquors or malt beverages has ceased by two thirty a.m. within all areas of the licensed building, or in the case of resort licensees, within the boundary of the lot or lots under the ownership or lease by the licensee, other than in private hotel or motel rooms.~~

2. Clubs holding a limited retail liquor license may commence the selling, serving, or dispensing of alcoholic liquors or malt beverages each day at nine a.m. and shall cease sales of alcoholic liquor and malt beverages promptly at the hour of two a.m. of the following day and shall clear the licensed building of all persons other than employees by two-thirty a.m. Clubs holding a limited retail liquor license may remain open past two a.m. on the morning of January 1st.

995 3. The hours of operating designated in subsection A of this section may be modified on no
996 more than four days each calendar year by a resolution of the city council, designating those
997 dates during city or county fairs, rodeos, pageants, jubilees, special holidays or similar public
998 gatherings when all licensees may continuously operate their licensed building, or licensed resort
999 or club premises for a period of twenty-four hours beginning at six a.m. ~~on days other than~~
1000 ~~Sunday, and beginning at ten a.m. on Sundays.~~

1001
1002 (Ord. No. 9-17, § 12, 6-20-2017; Ord. 43-00 § 1, 2000; Ord. 24-96 § 11, 1996; Ord. 25-86 (part),
1003 1986: prior code § 3-29)

1004
1005 ~~5.08.330~~ **5.08.400** - Off-premises storage prohibited—Exception.

1006
1007 A licensee shall not store alcoholic liquor or malt beverages outside of the licensed premises
1008 unless he files with the commission and the city council a written statement that he stores liquor
1009 or malt beverages in a place other than his place of business and states the exact location of the
1010 storage place.

1011 (Ord. 25-86 (part), 1986: prior code § 3-31)

1012

1013 ~~5.08.190—Demerit point values for alcoholic beverage violations—Hearings—Suspensions and~~
1014 ~~revocation petition consideration—Procedure.~~

1015 ~~A.—The city council shall use an alcoholic liquor and malt beverage demerit point system to~~
1016 ~~assist it in identifying licensees which repeatedly violate the provisions of this code relating~~
1017 ~~to alcoholic liquor and malt beverages, and in determining when liquor licenses should be~~
1018 ~~suspended or revoked as a result of such violations. Violations of this chapter by an~~
1019 ~~employee or agent of a licensee, while acting in the service of the licensee, shall be imputed~~
1020 ~~to the licensee for the purposes of this section. Accordingly, a licensee will acquire demerit~~
1021 ~~points upon the conviction of its employees and/or agents for violations of city code Chapter~~
1022 ~~5.08 committed while acting in the service of the licensee. References to "violations by a~~
1023 ~~licensee," "convictions of a licensee," "demerit points acquired by a licensee," and similar~~
1024 ~~references shall be construed in a manner consistent with this intent. Upon conviction for~~
1025 ~~any offense specified in subsection B of this section, the number of demerit points specified~~
1026 ~~in subsection B shall be acquired by the licensee. Points shall be considered "acquired" by a~~
1027 ~~licensee on the date Chapter 5.08 of this code is violated by the licensee. In attributing~~
1028 ~~points to a licensee, the section number of the city code which the licensee is convicted of~~
1029 ~~violating and the points ascribed to the violation by subsection B are controlling.~~

1030 ~~B.—The number of demerit points specified below will be acquired by a licensee as a result of a~~
1031 ~~conviction of it, its employees or agents for violations of the corresponding sections of this~~
1032 ~~chapter.~~

1033 **Alcoholic Liquor and Malt Beverage Demerit Points**

1034

1035

CityCode Section or Chapter	Type of Violation	Point Value
5.08.050	Failure to notify city of changes in application information	25
5.08.080(C)	Special malt beverage permit violation:	
	Selling alcoholic liquor other than malt beverages	25
	Malt beverage sold for consumption off authorized premises	25
5.08.090(B)	Catering permit violation:	
	Selling or permitting consumption of alcoholic liquor or malt beverage off the authorized premises	25
5.08.160	Failure to display license	10
5.08.180	Unlawful sale or transfer of license or permit	5
5.08.180	Unlawful expansion of license or permitted facility	50
5.08.185	Providing false information on license application	50
5.08.200	Fraternal club permit violation:	
	Selling alcoholic liquor or malt beverage for consumption off the licensed premises	25
	Selling alcoholic liquor or malt beverage for consumption by other than members and their accompanied guests	25
5.08.210	Drive-in area violation	25
5.08.230	Drugstore sale violation	25
5.08.240	Resort retail license violation:	

	Improper transfer of license	50
	Selling alcoholic beverages or malt liquor for consumption off premises owned or leased by the licensee	25
5.08.280	Restaurant license sale violation	25
5.08.290(B)	Retail liquor license location violation	25
5.08.290(C)	Retail liquor license sale violation	25
5.08.290(E)	Repealed	
5.08.290(H)	Licensee, employee, or licensed operator off premises violation	50
5.08.290(I)	Signage violation	10
5.08.320	Hours of sale violation:	
	Per violation	25
5.08.330	Off-premises storage violation	25
5.08.340	On-premises violations:	
	Prostitution	50
	Public indecency	10
	Obscenity	10
5.08.290(D) or 5.08.340	Gambling	10
	Any other violation of this chapter	25
Chapter 15.40	Violation of occupancy limit (fire code)	25
	Failure to maintain:	

	Exits and emergency escapes	25
	Fire protection and life safety systems	25
	Unauthorized use of pyrotechnic special effects material	25
5.08.350	Minor illegally on premises	
5.08.360(B)	Failure to check identification	
5.08.360(A)(B)	Sale or gift to minor	
5.08.350 to 380	First violation within 12 months	25
	Second violation within 12 months	50
	Third violation within 12 months	75

1036

1037 1. ~~Liquor licensee will be granted a one time, non-accumulation of points for first time~~
1038 ~~violations of any of the codes numbered 5.08.350 through 5.08.380, provided that the~~
1039 ~~establishment has all alcohol server staff/employees "tips" trained (training for~~
1040 ~~intervention procedures).~~

1041 2. ~~Licensee new hires will be granted a thirty day grace period to obtain their tips training~~
1042 ~~to be eligible for the non-accumulation of points described above in Section~~
1043 ~~5.08.190(B)(1).~~

1044 ~~5.08.340~~ **5.08.410** - Prostitution, public indecency, gambling and obscenity prohibited.

1045 A. No licensee or agent or employee thereof shall knowingly permit prostitution, under
1046 Section 6-4-101, Wyoming Statutes, public indecency under Section 6-4-201, Wyoming
1047 Statutes, or shall promote obscenity under Section 6-4-302, Wyoming Statutes, within any
1048 licensed building or licensed premises under this chapter.

1049 B. Any licensee, permittee or agent or employee thereof violating subsection A of this section,
1050 or aiding, abetting or inciting any violation thereof is, in addition to other penalties provided
1051 by law, subject to the suspension or revocation of his license or permit, and the violation,
1052 aiding, abetting or inciting a violation is sufficient cause for the suspension or revocation of
1053 the license or permit.

1054 (Ord. No. 9-17, § 13, 6-20-2017; Ord. 25-86 (part), 1986: prior code § 3-33)

1055 5.08.350 - Repealed.

1056 ~~5.08.360~~ **5.08.420** - Sale or gift to minors prohibited.

1057 A. It is declared to be illegal and a violation of this chapter for any person to sell, furnish, give
1058 or cause to be sold, furnished or given, any alcoholic liquor or malt beverage to any person
1059 under the age of twenty-one years, unless such person is his or her legal ward, medical
1060 patient or member of his or her own immediate family.

1061 B. For the purpose of establishing the age of any person proposing to buy alcoholic liquor or
1062 malt beverages, all licensees shall demand presentation of identification as provided for in
1063 Section 5.08.440.

1064 (Ord. 8-88 § 5, 1988; Ord. 25-86 (part), 1986: prior code § 3-37)

1065 ~~5.08.370~~ **5.08.430** - Minors—Possession of alcohol or public intoxication.

1066 A. For the purpose of this section "possess" includes the consumption of, or the actual
1067 possession of alcoholic liquor or malt beverages.

1068 B. It is declared to be illegal and a violation of this chapter for any person under the age of
1069 twenty-one years to have alcoholic liquor or malt beverages in his or her possession, or to be
1070 drunk or under the influence of alcoholic liquor or malt beverages on any street or highway
1071 or in any public place. Provided, however, this subsection does not apply to possession of
1072 alcoholic liquor or malt beverages by a person under the age of twenty-one years:

1073 1. When making delivery of alcoholic or malt beverages pursuant to his lawful
1074 employment;

1075 2. Who is in the physical presence of his or her parents or legal guardian;

1076 3. Is a licensee under this title; or

1077 4. When serving alcoholic or malt beverages pursuant to his or her employment if the
1078 person is at least eighteen years of age.

1079 C. It is declared to be illegal for any person to attempt to commit any offense under this
1080 section. Any person convicted of such attempt is subject to fine or jail or both, which
1081 punishment may not exceed the maximum punishment prescribed for illegally possessing
1082 alcoholic liquor or malt beverages under this section.

1083 (Ord. No. 9-17, § 15, 6-20-2017; Ord. 2-95 § 1, 1994; Ord. 12-90 § 1, 1990; Ord. 8-88 § 6, 1988;
1084 Ord. 25-86 (part), 1986: prior code § 3-38)

1085 ~~5.08.380~~ **5.08.440** - Minors—Proof of age.

1086 In order to safeguard against violations of this chapter, any licensee or his agent or employee
1087 may refuse to sell or serve alcoholic liquor or malt beverages to any person who is unable to
1088 produce bona fide evidence of his or her majority and identity. Bona fide evidence of majority
1089 and identity of a person is:

1090 A. ~~As to residents of this state, a Wyoming State driver's license issued pursuant to state~~
1091 ~~law;~~

1092 B. ~~As to nonresidents of this state, identification shall include a state driver's license, or~~
1093 ~~registration certificate issued under the Federal Military Selective Service Act, an~~
1094 ~~internationally accepted passport document with a discernible date of birth and~~
1095 ~~photograph, an identification card issued by the Department of Revenue, or a student~~
1096 ~~identification card issued by any college or university, or any identification issued to~~
1097 ~~any member of the Armed Forces of the United States, all of which identification must~~
1098 ~~be of the type that bears a photograph.~~

1099 A motor vehicle driver's license or valid picture identification card issued by any state,
1100 territory or possession of the United States, the District of Columbia or the Commonwealth of
1101 Puerto Rico, a permanent resident card issued by the United States citizenship and immigration
1102 services, a valid picture identification card issued to a member of the armed forces or an
1103 internationally accepted passport document with a discernible date of birth and photograph is
1104 prima facie evidence of the age and identity of a person.

1105 (Ord. 24-96 § 13, 1996: Ord. 25-86 (part), 1986: prior code § 3-39)

1106 ~~5.08.390~~ **5.08.450** - Minors—False proof of age.

1107 Any person under the age of twenty-one (21) years who attempts in any manner to purchase
1108 alcoholic or malt beverages or who falsifies any identification or uses any false identification in
1109 order to obtain alcoholic or malt beverages is guilty of a misdemeanor.

1110 (Ord. 24-96 § 14, 1996: Ord. 8-88 § 8, 1988: Ord. 25-86 (part), 1986: prior code § 3-41)

1111 ~~5.08.400~~ **5.08.460** – Minors – Age violation – Defense to prosecution.

1112 Proof that a licensee or his employee or agent has demanded, was shown and acted in
1113 reliance upon such bona fide evidence as required in this chapter in any transaction, employment,
1114 use or permission forbidden herein is a defense to any criminal prosecution for the sale of
1115 alcoholic or malt beverages or liquor to a person under the age of twenty-one years or to any
1116 proceedings for the suspension or revocation of any liquor license based thereon.

1117
1118 ~~5.08.410~~ **5.08.470** - Bottle clubs prohibited.

1119 A. A "bottle club" is an operation or enterprise whereby space is given or rented to any person
1120 or persons upon the premises of such operation or enterprise for the keeping or storage of
1121 alcoholic or malt beverages for consumption upon such premises or in other rooms nearby,
1122 used for consumption by the owner of the beverages or guests, the income, profits or fees of
1123 the operator of the bottle club being secured from sales or furnishing mixes, ice, food or
1124 glasses or from dues, charges, contributions, membership cards or assessments.

1125 B. It is unlawful to operate a bottle club in the city, and any person who operates a bottle club
1126 shall be deemed guilty of a misdemeanor and upon conviction shall be punished by a fine of
1127 not more than one hundred dollars for each offense. Each day of operation shall be deemed a

1128 separate offense. This subsection shall not apply to any person lawfully licensed under the
1129 liquor laws of the state or the city and operating in compliance with the law.

1130 (Ord. 25-86 (part), 1986: prior code §§ 3-6, 3-7)

1131 ~~5.08.420~~ **5.08.480** - Open container restrictions.

1132 A. It is unlawful:

- 1133 1. For any person to sell or dispense alcoholic liquor or malt beverages in open containers
1134 from the licensed facilities used to serve customers for off-premises consumption,
1135 commonly referred to as a "drive-up window";
- 1136 2. To operate a motor vehicle in which alcoholic liquor or malt beverages are present in
1137 an open container, unless the opened container is in the trunk, an outside compartment,
1138 or an inside compartment of a vehicle without a trunk; provided, the inside
1139 compartment is not accessible to the driver or any other person in such vehicle, i.e., the
1140 cargo area behind the rear most seat in a passenger van or station wagon when no
1141 passenger occupies the rear most seat;
- 1142 3. To possess or consume alcoholic liquor or malt beverages from an open container in a
1143 motor vehicle;
- 1144 4. To possess or dispense alcoholic liquor or malt beverages in an open container in any
1145 open space and certain structures in the city unless a license or permit authorizing same
1146 has been issued by the city manager or his or her designee. However, nothing in this
1147 chapter shall be interpreted as authorizing the possession of open containers of alcoholic
1148 liquor or malt beverages in or on motor vehicles;
- 1149 5. For any person or lessee of an unlicensed restaurant to permit any person to possess or
1150 consume alcoholic liquor or malt beverages from an open container within the
1151 restaurant.
- 1152 6. Notwithstanding this section, a resealed bottle of wine may be transported as provided
1153 in the Restaurant License section.

1154 B. Definitions.

- 1155 1. "Certain structures" means any city owned, operated or leased offices, public safety or
1156 maintenance facility and any building or structure used primarily for public
1157 entertainment, i.e., theaters, amusement centers, restaurants and the like, excluding,
1158 however, structures duly licensed to sell or dispense alcoholic liquor or malt beverages.
- 1159 2. "Open container" means any glass, cup, bottle, can or other receptacle used for
1160 drinking, other than the beverage's original unopened package or container, the seal of
1161 which has not been broken and from which the original cap, cork or other means of
1162 closure has not been removed.
- 1163 3. "Open space" means any street, alley, public way, sidewalk, public or private parking
1164 lot set aside for business use, and any other unenclosed public property. However, any
1165 golf course within the city limits shall not be considered open space.

1166 (Ord. 11-05 § 4, 2005; Ord. 30-04 § 1 (part), 2004; Ord. 25-99 § 1, 1999; Ord. 25-86 (part),
1167 1986: prior code § 3-8)

1168 (Ord. 25-86 (part), 1986: prior code § 3-5)

1169 ~~5.08.450~~ **5.08.490** - Public intoxication prohibited.

1170 Every person within the limits of the city who is under the influence of alcohol or any drug
1171 is guilty of a misdemeanor if they are found:

1172 A. Upon any city street, alley, or thoroughfare, or in any public or semi-public place
1173 within the city where the public has the liberty to enter and exit, or in any vehicle on
1174 public or semi-public property within the city, in such a condition that he or she is
1175 unable to exercise care for his or her own safety or the safety of others; or,

1176 B. Interfering with, obstructing, or preventing the free use of any street, sidewalk, or other
1177 public way; or

1178 C. Sleeping or unconscious in that condition in any public or semi-public place within the
1179 city; or,

1180 D. Intruding upon any private premises without the consent of the owner or occupant
1181 therefore; or,

1182 E. Turbulent, violent, menacing or disorderly to such an extent as to jeopardize persons or
1183 property or to such an extent as to menace the public peace and safety.

1184 (Ord. 25-86 (part), 1986: prior code § 3-2)

1185 (Ord. No. 5-15, § 1, 6-2-2015)

1186 ~~5.08.460~~ **5.08.500** - Unlicensed structures declared a nuisance.

1187 Any building, house, structure, room or place, except as such is used exclusively as a
1188 dwelling, where alcoholic, spirituous, fermented, malt liquor beverage is offered for sale,
1189 exchanged for goods or in any way delivered otherwise than in consummation of a gift, which
1190 house, building, structure, room or place is not licensed under the provisions of this chapter is
1191 declared to be a nuisance. It is unlawful to maintain a nuisance as defined herein and any person
1192 who maintains such nuisance is guilty of a misdemeanor and may, upon conviction, be punished
1193 as provided by Chapter 1.28 of this code or any amendments thereto.

1194 (Ord. 25-86 (part), 1986: prior code § 3-4)

1195 ~~5.08.470~~ **5.08.510** - Beer keg regulations.

1196 A. All licensees operating within the city who sell keg beer or party balls for consumption off
1197 licensed premises shall positively identify the purchaser by name, address, date of birth and
1198 shall maintain a state form on file for use of local authorities, if necessary. ~~other relevant~~
1199 ~~information as prescribed by the police chief/public safety director, and shall require the~~
1200 ~~signing of a receipt by the purchaser in order to allow kegs or party balls to be traced if the~~

1201 ~~contents are used in violation of this chapter. The receipt shall be on a form prescribed by~~
1202 ~~the police chief/public safety director and shall include the name and address of the~~
1203 ~~purchaser and such other information as may be required by the police chief. All receipts~~
1204 ~~shall be kept by the licensee for a period of six months and shall be subject to inspection by~~
1205 ~~the police chief/public safety director or his/her agent when conducting an investigation.~~

1206 B. Anyone selling keg beer or party balls for off-premises consumption who fails to require
1207 the signing of a receipt at the time of sale is guilty of a misdemeanor. ~~Such person shall be~~
1208 ~~punished by a fine of not less than three hundred fifty dollars nor more than seven hundred~~
1209 ~~fifty dollars for the first conviction of this section. For a second conviction of this section~~
1210 ~~within twelve months, such person shall be punished by a fine of not less than five hundred~~
1211 ~~dollars nor more than seven hundred fifty dollars.~~

1212 C. Any purchaser of keg beer or party balls who knowingly provides false information on the
1213 receipt required by subsection A above shall be guilty of a misdemeanor. Such person shall
1214 be punished by a fine of not less than three hundred fifty dollars nor more than seven
1215 hundred fifty dollars for the first conviction of this section. For a second conviction of this
1216 section within twelve months, such person shall be punished by a fine of not less than five
1217 hundred dollars nor more than seven hundred fifty dollars.

1218 D. As used in this section, "keg" means any brewery-sealed, individual container of beer
1219 having a liquid capacity of seven and one-half gallons or more. "Party ball" means any
1220 brewery-sealed container of beer having a liquid capacity of five and one-quarter gallons.

1221 (Ord. 22-92, 1992)

1222 ~~5.08.029480~~ **5.08.520** – Over-serving and Intoxicated Agents

1223 (a) ~~No licensee or their employee or agent or any other person shall sell, serve, give, or deliver,~~
1224 ~~or aid in the sale, service, delivery, or procurement of malt or alcoholic beverages to any person~~
1225 ~~who is or has become obviously intoxicated.~~

1226 (a) No person, whether a licensee, the licensees' employee, or agent, or other person shall sell,
1227 serve, give, or deliver or aid in the sale, service, delivery or procurement of malt or alcoholic
1228 beverages to any person who is or has become obviously intoxicated.

1229 (b) It shall be unlawful for any licensee or permit holder, or any of their agents or employees to
1230 be present on the licensed premises while intoxicated and while acting in any capacity, or
1231 purporting to act, as an agent of the licensee or permit holder.

1232 (c) For the purpose of this Chapter, ~~intoxication or code section~~, the state of being obviously
1233 intoxicated can be described as any combination of facts, information, observations, or
1234 indications that would cause a reasonable and prudent person to believe that an individual is
1235 **obviously impaired.**

1236 F. ~~5.08.055~~ **5.08.530** — Violation/Enforcement.

1237 ~~Violations of this chapter may be enforced to the extent and in the manner authorized~~
1238 ~~and described in Wyoming State Statutes 12-1-101 et. seq. as they may be amended from time to~~
1239 ~~time. This includes prosecution of violations in the Municipal Court of the City of Casper as~~
1240 ~~misdemeanor offenses punishable by up to a Seven Hundred Fifty Dollar (\$750.00) fine for each~~
1241 ~~offense, as well as administrative fees, suspension, revocation, nonrenewal, or conditional~~
1242 ~~renewal of licenses. Appeals of any of these enforcement actions may be taken as allowed and in~~
1243 ~~the manner specified by applicable state statutes. Any law enforcement agency issuing a citation~~
1244 ~~or other charging document for a violation of this chapter shall notify the City Clerk of said~~
1245 ~~charge within five (5) business days of its issuance.~~

1246

1247 F. 5.08.530 – Violation/Enforcement.

1248 Violations of this chapter may be enforced in the Municipal Court of the City of
1249 Casper as misdemeanor offenses punishable by up to a Seven Hundred Fifty Dollar (\$750.00)
1250 fine for each offense, in the manner authorized and described in Wyoming State Statutes 12-1-
1251 101 et. seq. as they may be amended from time to time. Appeals of any of these actions may be
1252 taken as allowed and in the manner specified by applicable state statutes. Any law enforcement
1253 agency issuing a citation or other charging document for a violation of this chapter shall notify
1254 the City Clerk of said charge within five (5) business days of its issuance.

1255
1256 ~~In addition to any other penalties or remedies, licensees shall be subject to~~
1257 ~~administrative fees of One Thousand Dollars (\$1000.00) for the third violation within any~~
1258 ~~consecutive twenty four month period of any provisions of this Chapter, Two Thousand Dollars~~
1259 ~~(\$2000.00) for a fourth violation within the same consecutive twenty four month period, and~~
1260 ~~Five Thousand Dollars (\$5000.00) for a fifth or subsequent violation within a consecutive~~
1261 ~~twenty four month period. Any violation relating to the license holder or licensed premises shall~~
1262 ~~apply to this subsection, regardless of whether separate individual employees or agents of the~~
1263 ~~licensee committed the individual violations. The violations need not be of the same section or~~
1264 ~~subsection of this chapter to be counted in this total.~~

1265 ~~————— A notice to pay said fee shall be issued by the City Clerk to the licensee upon~~
1266 ~~notification by the court of licensee's convictions for the relevant offenses. The time frame for~~
1267 ~~accumulation of the violations shall be the date of violations, not the dates of conviction. If such~~
1268 ~~fee is not paid, or an appeal hearing before Council requested in writing to the City Clerk and~~
1269 ~~accompanied by a bond in the amount of the fee at issue within ten (10) days of the notice being~~
1270 ~~given by the Clerk, the license shall be suspended until such time as the fee is paid to the City~~
1271 ~~Clerk. If an appeal hearing is requested, it shall be in Council's sole discretion, after hearing all~~
1272 ~~the relevant facts in the matter, whether to suspend part or all of the fee. The hearing shall not be~~
1273 ~~a contested case hearing, and the Wyoming Administrative Procedure Act shall not apply to such~~
1274 ~~hearing.~~

1275 5.08.535 Licensure Considerations and Administrative Fees

1276 Violations of the Casper Municipal Code and/or Wyoming State Statutes may also
1277 be factors in the consideration of suspensions, revocations, nonrenewals or conditional renewals
1278 of licenses and permits.

1279 In recognition of the fact that license holders who repeatedly violate the provisions of this
1280 Code create an undue burden of the City in administering liquor licenses, in addition to any other
1281 penalties or remedies, licensees shall be subject to administrative fees of One Thousand Dollars
1282 (\$1000.00) for the third violation of this Chapter within any consecutive twenty-four month
1283 period, and Five Thousand Dollars (\$5000.00) for a fifth or subsequent violation within a
1284 consecutive twenty-four month period Any violation relating to the license holder or licensed
1285 premises shall apply to this subsection, regardless of whether separate individual employees or
1286 agents of the licensee committed the individual violations. The violations need not be of the
1287 same section or subsection of this chapter to be counted in this total.

1288
1289 A notice to pay said fee shall be issued by the City Clerk to the licensee upon
1290 notification by the court of licensee's convictions for the relevant offenses. The time frame for
1291 accumulation of the violations shall be the date of violations, not the dates of conviction. If such
1292 fee is not paid, or an appeal hearing before Council requested in writing to the City Clerk and
1293 accompanied by a bond in the amount of the fee at issue within ten (10) days of the notice being
1294 given by the Clerk, the license shall be suspended until such time as the fee is paid to the City
1295 Clerk. If an appeal hearing is requested, it shall be in Council's sole discretion, after hearing all
1296 the relevant facts in the matter, whether to suspend part or all of the fee. The hearing shall not be
1297 a contested case hearing, and the Wyoming Administrative Procedure Act shall not apply to such
1298 hearing.

1299

1300 ~~CA. Not later than thirty days following disposition of a charge alleging a violation of state~~
1301 ~~law, this chapter, or Chapter 15.40 of the city code in any court which results in a conviction, the~~
1302 ~~chief of police shall report the following information to the administrative services director who~~
1303 ~~in turn, shall notify the licensee of the demerit points violations acquired as a result of the~~
1304 ~~conviction:~~

1305 ~~1. The fact that a licensee, its employee or agent has been convicted of a violation of state law,~~
1306 ~~this chapter or Chapter 15.40 of the city code;~~

1307 ~~2. The date of the alleged violation;~~

1308 ~~3. The demerit points violations as specified in this chapter that are acquired by the licensee as~~
1309 ~~a result of the conviction; and~~

1310 ~~4. Whether the court disposition has been appealed.~~

1311 ~~The administrative services director shall maintain the total of all demerit points violations~~
1312 ~~acquired by each licensee. The total of any demerit points violations acquired by a licensee shall~~
1313 ~~be reported by the administrative services director to the city council at the time of application~~
1314 ~~for renewal and at any time the total points violations acquired by a licensee reach the limits for~~
1315 ~~suspension actions of this chapter.~~

1316 ~~DB. 1. In the event that a licensee, or with the licensee's prior knowledge of the action~~
1317 ~~leading to the conviction, its agent or employee is convicted of illegally distributing or~~
1318 ~~possessing with intent to distribute a controlled substance in the licensed premises, in any court,~~
1319 ~~the licensee shall acquire one hundred fifty points **violations**.~~

1320 ~~2. In the event that a third party is convicted of illegally distributing or possessing with intent~~
1321 ~~to distribute a controlled substance in the licensed premises, and the city council finds that there~~
1322 ~~is substantial evidence that such occurred with the licensee's, or its agent's or employee's prior~~
1323 ~~knowledge while employed within the licensee's establishment, of the action leading to the~~
1324 ~~conviction, and that licensee, its agent or employee did not report his or her knowledge of such~~
1325 ~~sale or possession to a peace officer, as that term is defined in Wyoming Statutes Section 7-2-101~~
1326 ~~(1977), as soon as practicable, the licensee shall acquire one hundred fifty points **violations**.~~

1327 ~~3. Should the city council become aware that an event, as described in subsection (D)(1),~~
1328 ~~(D)(2) or (E) of this section, may have occurred, it shall provide the licensee with notice and an~~
1329 ~~opportunity for a hearing. Notice of such hearing shall precede consideration of the matter by at~~
1330 ~~least ten days, shall be served personally or by mail to the address of the licensee listed on the~~
1331 ~~licensee's most recent liquor license application to the city, and shall include a statement:~~

1332 ~~a. That the city council has been informed that one or more of the events described in~~
1333 ~~subsection (D)(1), (D)(2) or (E) of this section, has occurred and that as a result demerit points~~
1334 ~~**violations** may be attributed to the licensee and that a suspension and/or revocation of the license~~
1335 ~~is possible;~~

1336 ~~b. Summarizing the nature and date(s) of the alleged event(s) and the number of demerit points~~
1337 ~~**violations** which would be attributed to the licensee if the city council finds that such event(s)~~
1338 ~~occurred;~~

1339 ~~c. That a hearing on the subject has been scheduled before the city council, and further~~
1340 ~~informing the licensee of the time and place of the hearing; and~~

1341 ~~d. That the purpose of the hearing is to hear evidence, including that presented by the licensee,~~
1342 ~~on the issue.~~

1343 ~~4. In the event that the city council concludes that there is substantial evidence that a licensee,~~
1344 ~~its agent or employee has refused to allow entry and inspection pursuant to Section 5.08.295, the~~
1345 ~~licensee shall acquire one hundred demerit points **violations** for each day that a refusal occurs.~~

1346 ~~E. 1. Except as otherwise provided, the following suspension periods shall be imposed:~~

1347 ~~a. Every licensee acquiring one hundred twenty five points **violations** in a twelve month~~
1348 ~~period shall have its license suspended for seven days;~~

1349 ~~b.— Every licensee acquiring more than one hundred seventy five but less than two hundred~~
1350 ~~fifty points violations in a twelve month period shall have its license suspended for thirty days;~~
1351 ~~and~~

1352 ~~e.— Every licensee acquiring more than two hundred fifty points violations in a twenty four~~
1353 ~~month period shall have its license suspended for sixty days.~~

1354 ~~2.— It is declared to be a gross violation, both of this chapter and for the purposes of license~~
1355 ~~revocation as provided in Title 12, Chapter 7, of the Wyoming Statutes, for a licensee to have its~~
1356 ~~license suspended three times in any twenty four month period. In the event of a gross violation,~~
1357 ~~the city council may authorize a petition to the district court pursuant to Wyoming Statutes~~
1358 ~~Section 12-7-201 to revoke a licensee's license.~~

1359 ~~3.— The sanctions provided in this section for demerit points violations are cumulative, and~~
1360 ~~therefore points violations may result in multiple sanctions. Accumulated points violations shall~~
1361 ~~not be excused at the end of the license year, but shall instead continue to be counted against a~~
1362 ~~licensee for the periods described in this section of the Casper Municipal Code.~~

1363 ~~FE.— If it appears to the city council that a licensee has acquired sufficient points violations to~~
1364 ~~result in a suspension or revocation of its license, the licensee shall be afforded an opportunity~~
1365 ~~for hearing before the city council. The purpose of such hearing is to allow the licensee to~~
1366 ~~provide information demonstrating that such points violations have not been acquired. Notice of~~
1367 ~~such hearing shall precede consideration of the matter by at least ten days, shall be served~~
1368 ~~personally or by mail to the address of the licensee listed on the licensee's most recent liquor~~
1369 ~~license application to the city, and shall include a statement:~~

1370 ~~1.— That it appears to the city council that the licensee has acquired points **violations** such that a~~
1371 ~~suspension and/or revocation of the licensee's license is appropriate;~~

1372 ~~2.— Summarizing the nature and date(s) of the incidents resulting in points **violations** and the~~
1373 ~~number of demerit points **violations** alleged to have been acquired by the licensee as a result of~~
1374 ~~such incidents;~~

1375 ~~3.— That a hearing on the subject has been scheduled before the city council, and further~~
1376 ~~informing the licensee of the time and place of the hearing; and~~

1377 ~~4.— That the purpose of the hearing is to allow the licensee to offer corrections to the~~
1378 ~~information demonstrating such points **violations** have not been acquired.~~

1379 ~~GF.— At a hearing, a licensee may appear in person or through counsel. A licensee will be given~~
1380 ~~an opportunity to present evidence and argument on the relevant issue. Evidence relied on shall~~
1381 ~~consist of information commonly relied upon by reasonably prudent people in the conduct of~~
1382 ~~their serious affairs. Irrelevant, immaterial or unduly repetitious evidence shall be excluded. A~~
1383 ~~record shall be made of the proceeding and shall include the following:~~

- 1384 1.—All notices and intermediate rulings;
- 1385 2.—Evidence received or considered by the city council including information officially noticed
1386 and received from the municipal court;
- 1387 3.—Questions and offers of proof, objections and rulings thereon;
- 1388 4.—Any proposed findings and exceptions thereto; and
- 1389 5.—Any opinion, findings, decision or order of the city council and any report by any hearing
1390 officer.

1391 ~~**HG.**— Nothing shall preclude the city council from appointing one or more hearing examiners
1392 to conduct any hearing called for by this section for the purpose of assembling a record for
1393 subsequent consideration by the city council. If a hearing examiner is appointed, the council shall
1394 direct the examiner to forward the record of the hearing to the council either with or without
1395 proposed findings of fact and conclusions of law, and with or without the
1396 opinion/recommendation of the examiner.~~

1397 ~~**HH.**— Following the hearing described in this section, and based upon the information
1398 considered and received at such hearing, and the sanctions described, the city council shall:~~

- 1399 1.—Order the suspension of the license in question;
- 1400 2.—Authorize the city attorney to prepare and file with the district court a petition to revoke the
1401 licensee's license; or
- 1402 3.—Find that suspension or revocation is not required by the terms of this section.

1403 ~~City council decisions shall be in writing, shall be supported by findings of fact and conclusions
1404 of law, and shall be delivered to the licensee in interest either personally or by mail at the address
1405 listed on the licensee's most recent liquor license application to the city.~~

1406 ~~**II.**— The city council's action suspending a licensee shall be subject to review in the district
1407 court in accordance with the procedural rules heretofore or hereinafter adopted by the Wyoming
1408 Supreme Court concerning the review of administrative actions. Filing an appeal as provided in
1409 such rules, stays enforcement of the suspension decision pending final order on the appeal. The
1410 city council's action may be set aside by the district court if it finds the action to be:~~

- 1411 1.—Arbitrary, capricious, or otherwise not in accordance with law;
- 1412 2.—Without observance of the procedure required by law; or
- 1413 3.—Unsupported by substantial evidence.

1414 ~~KJ If a license is revoked, except as provided in Wyoming Statutes Section 12-7-201(d)~~
1415 ~~concerning the expiration of a licensee while a revocation order is under appeal, the holder of~~
1416 ~~such revoked license shall not be eligible to apply for a new license for a period of twelve~~
1417 ~~months from the date of revocation.~~

1418 ~~(Ord. No. 3-14, §§ 2-4, 2-4-2014; Ord. No. 2-10, § 1, 1-5-2010; Ord. 8-99 § 1, 1999; Ord. 24-~~
1419 ~~96 § 9, 1996; Ord. 19-95 §§ 3, 4, 1995; Ord. 5-95 § 1, 1995; Ord. 25-86 (part), 1986; prior code~~
1420 ~~§ 3-44)~~

1421 ~~5.08.195 – Administrative fees.~~

1422 ~~In addition to any other penalty, sanction or fee authorized by law, if a licensee, either as an~~
1423 ~~entity or by virtue of its employees or agents, violates Casper Municipal Code Section 5.08.360~~
1424 ~~for the sale or furnishing of alcohol to a minor, et seq, the licensee shall, upon notice, pay to the~~
1425 ~~city clerk, an administrative fee in the amount of one thousand dollars for the first instance of~~
1426 ~~reaching three convictions for violations occurring within a twelve twenty-four month period,~~
1427 ~~and two thousand dollars for a fourth violations within a twelve twenty-four month period, and~~
1428 ~~five thousand dollars for a fifth or subsequent violation within that twelve twenty-four month~~
1429 ~~period. Such fee shall be paid~~

1430 ~~within ten days of the notice to pay. The notice to pay shall be issued by the city clerk upon~~
1431 ~~notification by the court of convictions for the relevant offenses, but the time frame for~~
1432 ~~accumulation of the fees shall be based on date of violation, not conviction. If such fee is not~~
1433 ~~paid, or a hearing before council is not requested within ten days of notice begin given, the~~
1434 ~~license shall be suspended until such time as the fee is paid to the city clerk.~~

1435 ~~————— It shall be in council’s sole discretion, after hearing, whether to impose or suspend~~
1436 ~~the fee. The hearing shall not be a contested case hearing, and the Wyoming Administrative~~
1437 ~~Procedures Act shall not apply to such hearing.~~

1438 ~~(Ord. 19-06 § 1, 2006)~~

1439 **5.08.540 – Council Hearing and Appeal of Suspension or Revocation**

1440 If it appears to the city council that there are concerns that a suspension or revocation
1441 of a license may be appropriate, the licensee shall be afforded an opportunity for hearing before
1442 the city council. The purpose of such hearing is to allow the licensee to provide information
1443 demonstrating that such action is not warranted. Notice of such hearing shall precede
1444 consideration of the matter by at least ten days, shall be served personally or by mail to the
1445 address of the licensee listed on the licensee’s most recent liquor license application to the city,
1446 and shall include a statement:

1447 1. That it appears to the city council that there are concerns that a suspension and/or
1448 revocation of the licensee’s license may be appropriate;

- 1449
- 1450 2. Summarizing the nature and date(s) of the incidents resulting in the concern(s);
- 1451
- 1452 3. That a hearing on the subject has been scheduled before the city council, and further
- 1453 informing the licensee of the time and place of the hearing; and
- 1454
- 1455 4. That the purpose of the hearing is to allow the licensee to offer corrections and/or
- 1456 contest the information before council which has given rise to the concern(s).
- 1457
- 1458 A. At a hearing, a licensee may appear in person or through counsel. A licensee will be
- 1459 given an opportunity to present evidence and argument on the relevant issue. Evidence relied on
- 1460 shall consist of information commonly relied upon by reasonably prudent people in the conduct
- 1461 of their serious affairs. Irrelevant, immaterial or unduly repetitious evidence shall be excluded.
- 1462 A record shall be made of the proceeding and shall include the following:
- 1463 1. All notices and intermediate rulings;
- 1464 2. Evidence received or considered by the city council including
- 1465 information officially noticed and received from the municipal court;
- 1466 3. Questions and offers of proof, objections and rulings thereon;
- 1467 4. Any proposed findings and exceptions thereto; and
- 1468 5. Any opinion, findings, decision or order of the city council and any
- 1469 report by any hearing officer.
- 1470 B. Nothing shall preclude the city council from appointing one or more hearing
- 1471 examiners or officers to conduct any hearing called for by this section for the purpose of
- 1472 assembling a record for subsequent consideration by the city council. If a hearing examiner is
- 1473 appointed, the council shall direct the examiner to forward the record of the hearing to the
- 1474 council either with or without proposed findings of fact and conclusions of law, and with or
- 1475 without the opinion/recommendation of the examiner.
- 1476 C. Following the hearing described in this section, and based upon the information
- 1477 considered and received at such hearing, and the sanctions described, the city council shall:
- 1478 1. Order the suspension of the license in question;
- 1479 2. Authorize the city attorney to prepare and file with the district court a
- 1480 petition to revoke the licensee's license; or
- 1481 3. Find that suspension or revocation is not required by the terms of this
- 1482 section;

1483 4. Place conditions upon the license and licensee which shall address
1484 concerns of the Council which exist after the hearing.

1485
1486 City council decisions shall be in writing, shall be supported by findings of fact and conclusions
1487 of law, and shall be delivered to the licensee in interest either personally or by mail at the address
1488 listed on the licensee's most recent liquor license application to the city.

1489 D. The city council's action suspending a licensee shall be subject to review in the
1490 district court in accordance with the procedural rules heretofore or hereinafter adopted by the
1491 Wyoming Supreme Court concerning the review of administrative actions. Filing an appeal as
1492 provided in such rules, stays enforcement of the suspension decision pending final order on the
1493 appeal. The city council's action may be set aside by the district court if it finds the action to be:

- 1494 1. Arbitrary, capricious, or otherwise not in accordance with law;
1495 2. Without observance of the procedure required by law; or
1496 3. Unsupported by substantial evidence.

1497 E. If a license is revoked, except as provided in Wyoming Statutes Section 12-7-201(d)
1498 concerning the expiration of a licensee while a revocation order is under appeal, the holder of
1499 such revoked license shall not be eligible to apply for a new license for a period of twelve
1500 months from the date of revocation.

1501 PASSED on 1st reading the 22nd day of January, 2019

1502 PASSED on 2nd reading the ___ day of _____, 2019

1503 PASSED, APPROVED, AND ADOPTED on third and final reading the
1504 _____ day of _____, 2019.

1505
1506
1507
1508
1509 APPROVED AS TO FORM:

1510
1511
1512
1513
1514
1515

1516 ATTEST:

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1518
1519


1520
1521
1522
1523


Fleur D. Tremel
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Charles Powell
Mayor

January 29, 2019

MEMO TO: J. Carter Napier, City Manager 

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

SUBJECT: Authorizing a Contract for Outside-City Sewer Service with Mark W. and Susan E. Kerns

Meeting Type & Date

Regular Council Meeting
February 19, 2019

Action type

Resolution

Recommendation

That Council, by resolution, authorize a Contract for Outside-City Sewer Service with Mark W. and Susan E. Kerns.

Summary

This contract provides Outside-City sewer service for a parcel of land located south of Casper along South Poplar Street. The property is on the west side of South Poplar and approximately one-half mile south of Wyoming Boulevard. The property can obtain sewer service by tying into the 8-inch sewer main located on the east side of South Poplar Street.

The property is currently served water by an Outside-City Water agreement dated July 21, 1987.

This property is contiguous to the Casper City limits and a commitment to annex will be consummated concurrent with this agreement. The Public Utilities Advisory Board conceptually approved the contract at its November 28, 2018 meeting and has recommended Council approval.

Financial Considerations

No financial considerations

Oversight/Project Responsibility

Bruce Martin, Public Utilities Manager

Attachments

Resolution
Agreement
Commitment to Annex

Mark W. and Karen E Kerns
Contract for Outside-City Sewer Service

Page 1 of 1

CONTRACT FOR OUTSIDE-CITY SEWER SERVICE

THIS AGREEMENT is made, dated, and signed this 19th day of February, 2019, by and between the City of Casper, Wyoming, a municipal corporation, 200 North David Street, Casper, Wyoming 82601, hereinafter referred to as "City", and Mark W. and Susan E. Kerns, 5700 South Poplar Street, Casper, Wyoming 82601; hereinafter referred to as "Owner."

RECITALS

A. Owner is the owner of certain land as described in Exhibit "A", being South Garden Creek Acres #2, Tract 20 and Parts of Tracts 19 and 21, a portion of the SE1/4NW1/4, Section 29, Township 33N, Range 79W of the 6th P.M., in Natrona County, Wyoming, which is not within the corporate limits of the City of Casper; and,

B. Owner receives outside City water through an agreement dated July 21, 1987; and,

C. Owner now desires to obtain sewer service from City for such property as described in Exhibit "A"; and,

D. A sanitary sewer main owned and operated by the City is within three hundred feet (300') of the property; and,

E. This property, as described in Exhibit "A", is contiguous to existing Casper city limits; and

F. A Commitment to Annex will be signed concurrently with the outside-City sewer service agreement; and

G. Owner and City have agreed to sewer service under the terms and conditions of this Agreement.

NOW THEREFORE, it is hereby agreed among the parties as follows:

1. Service

- a. The properties served shall be limited to that described in Exhibit "A." No other properties shall be served without the express permission of the City Council of the City of Casper.
- b. The Owner shall be allotted one (1) sewer service connection(s) to the property as shown on Exhibit "A." No other properties may be served from this connection.

- c. The Owner shall be responsible for installation, ownership, and maintenance of the sewage pump station and force main from the residence to the City's sewer main.
- d. The City will install a sewer service tap to the existing eight-inch sewer main at the request of and at the sole cost and expense of the Owner, in accordance with the then-prevailing costs and procedures, and in accordance with the then-existing City standards and specifications.
- e. The Owner shall be responsible for obtaining easements from other property owners for the sewer service lines as needed at its sole cost and expense.

2. Right of Inspection

The City shall have the right to inspect all sewer system construction. All sewer system construction must meet City requirements. Before connection of the sewer services to any building, all work must be accepted and approved by the City.

3. Charges for Service

- a. The Owner will pay to the City the then-current outside-City system investment charge for each connection to be served with sewer. Payment will be made prior to actual receipt of sewer service provided by the City.
- b. The outside-City sewer system investment charge shall be based on an equivalent 1-inch water connection.
- c. The charge for sewer service provided shall be at the City's existing rates as the same shall apply from time to time for all retail outside-City sewer service, until such time as said property is annexed into the City of Casper. After annexation, the rates will be the existing rates for retail inside-City sewer service.

4. Regulation

The Owner agrees to abide by the rules and regulations of the City regarding the use of its water and sewer facilities, all relevant ordinances of the City of Casper relating to water and sewer service, and all other state and federal laws, rules, and regulations including, but not limited to, all provisions of the Federal Pretreatment Regulations (40CFR, Part 403), and all City ordinances relating to industrial pretreatment.

5. Construction Term

The Owner shall be allowed two (2) years from the date of this Agreement to complete the sewer service line construction and necessary improvements as set

forth herein. Should the construction not be completed within this time period, this Agreement shall automatically be null and void.

6. Annexation

The Owner hereby agrees to annex its property to the City upon the request of the City Council, or upon a property owner's petition for the annexation thereof. The Owner and its mortgagee(s) shall execute a commitment to annex their property to the City of Casper on a form acceptable to the City of Casper. The commitment to annex form shall be executed concurrently with this Agreement. It shall provide that the commitment to annex shall be binding upon the Owner and its mortgagee(s), their heirs, successors, and assigns forever, and shall be included in every sale, conveyance or mortgage involving the above-described property. It shall further run with and bind the real property described and set forth in Exhibit "A." This Agreement shall terminate, and be null and void between the parties, and the City shall have the right to terminate all services provided under this Agreement if the Owner fails to annex its property to the City within one (1) year after being requested to do so by the City Council, or within one (1) year after the City Council's approval of a property owner's petition for the annexation thereof.

7. Future Improvements

- a. The Owner agrees to participate in future water system, sewer system, street improvements, sidewalk improvements, street lighting improvements, and other needed municipal improvements on Poplar Street at the request of the City Council of Casper. The participation may be with the City of Casper, an Improvement and Service District, a Water and Sewer District, or a private developer.
- b. Future design and construction costs include, but are not limited to, planning, design, construction, land acquisition, financing, and legal.
- c. The Owner agrees to and hereby waives any statutory right to protest the commitment to participate in future water system, sewer system, street, sidewalk, street lighting, or other needed municipal system improvements. The Owner further agrees to and hereby waives any statutory right to protest the creation of a Local Assessment District, an Improvement and Service District, or a Water and Sewer District established for the purpose of street, sidewalk, street lighting, or other needed municipal improvements which would encompass his property.
- d. This commitment to participate in future water system, sewer system, street, sidewalk, street lighting, or other municipal improvement design and construction shall be included in every sale, conveyance, or mortgage involving the above described property and shall be binding upon the current owners and mortgagees, and all heirs, successors in interest and assigns. This commitment shall be binding upon and run with the land set forth herein.

8. Discontinuance of Utility Services/Remedies

- a. A utility service provided under this Agreement may be discontinued in accordance with Casper Municipal Code Section 13.03.070, or for any material breach of this Agreement by the Owner.
- b. The remedies in this section are in addition to any other remedies in this Agreement, or which the City may otherwise have at law or equity, and are not a limitation on the same. The Owner further agrees to pay all reasonable attorneys' fees, court costs, and litigation costs if the City must enforce the provisions of this Agreement in a court of law.

9. General Provisions

- a. Successors, Assigns and Recording: The terms and conditions of this Agreement shall be binding upon the parties hereto, and shall inure to the benefit of all parties hereto and their respective heirs, successors, assigns, and grantees and shall bind and run with the real property as set forth in Exhibit "A" attached hereto, and shall be recorded in the Natrona County real estate records by the City at the Owner's sole cost and expense. The Owner shall not assign this Agreement or otherwise sub-contract its duties and responsibilities as set forth in this Agreement without the prior written consent of the City.
- b. 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 Sections 1-39-101, et seq. The City specifically reserves the right to assert any and all immunities, rights, and defenses it may have pursuant to the Wyoming Governmental Claims Act.
- c. Governing Law and Venue: This Agreement, its interpretation and enforcement shall be governed and construed in accordance with the laws of the State of Wyoming. Any litigation regarding this Agreement shall be resolved in a court of competent jurisdiction situated in Natrona County, Wyoming.
- d. Complete Agreement: This Agreement shall constitute the entire understanding and agreement of the parties, and supersedes any prior negotiations, discussions or understandings.
- e. Amendment: No amendment or modification of the terms of this Agreement shall be valid or enforceable unless made in writing and executed by all parties hereto.
- f. Waiver: Failure on the part of either party to enforce any provision of this Agreement, or the waiver thereof, in any instance, shall not be construed as a general waiver or relinquishment on its part of any such provision, but the same shall nevertheless be and remain in full force and effect.

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

- h. Severability: If any term of this Agreement is to any extent illegal, otherwise invalid, or incapable of being enforced, such term shall be excluded to the extent of such invalidity or unenforceability; all other terms hereof shall remain in full force and effect; and, to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term. If application of this Severability provision should materially and adversely affect the economic substance of the transactions contemplated hereby, the Party adversely impacted shall be entitled to compensation for such adverse impact, provided the reason for the invalidity or unenforceability of a term is not due to the misconduct by the Party seeking such compensation.

- i. Notices: Notices required or permitted to be given by a Party to the others must be in writing and either delivered in person or sent to the address shown below (or such subsequent address as may be designated by either party in writing) by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt:

Owner Info Mark W. and Susan E. Kerns 5700 South Poplar Street Casper, Wyoming 82601	City of Casper Attn: Public Services Director 200 North David Casper, WY 82601
---	---

- j. Headings: The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation thereof.

- k. Survival: All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with this Agreement, as well as all continuing obligations indicated in this Agreement, will survive final payment, completion and acceptance of the services and termination or completion of the Agreement.

- l. Copies: This Agreement may be executed in more than one copy, each copy of which shall serve as an original for all purposes, but all copies shall constitute but one and the same Agreement.

- m. Authority: Each individual executing this Agreement for and on behalf of their principals hereby state that they have the requisite power and authority to enter into this Agreement and to consummate the transactions contemplated and intended hereby. Owner further states that it is authorized to transact business in the State of Wyoming, properly registered and not delinquent with the Secretary of State.

[The rest of this page is intentionally left blank]

EXECUTED the day and year first above written.

APPROVED AS TO FORM:

Walke Tremel

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Charles Powell
Mayor

OWNER:

Mark W. and Susan E. Kerns
5700 South Poplar Street
Casper, Wyoming 82601

Mark W. Kerns
Mark W. Kerns

Susan E. Kerns
Susan E. Kerns

The undersigned mortgagee for Mark W. and Susan E. Kerns hereby agrees to, consents, and ratifies this agreement.

NONE

Date

MORTGAGEE

By: _____

Printed Name: _____

Title: _____

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me this 25th day of January, 2019,
by Mark W. Kerns.

(seal)  Janette K. Brown
NOTARY PUBLIC

My commission expires: August 30, 2020

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me this 25th day of January, 2019,
by Susan E. Kerns.

(seal)  Janette K. Brown
NOTARY PUBLIC

My commission expires: August 30, 2020

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me this _____ day of _____, 2019,
by _____ as _____
of _____, the Mortgagee.

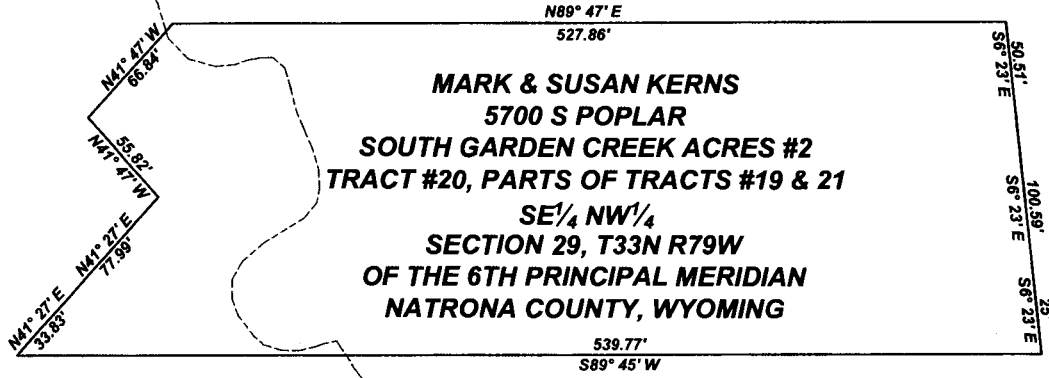
(seal) _____
NOTARY PUBLIC

My commission expires: _____



LOCATION MAP EXHIBIT "A"

VICINITY MAP
NOT TO SCALE



**S
POPLAR
ST**

VICINITY MAP

VICINITY MAP
NOT TO SCALE

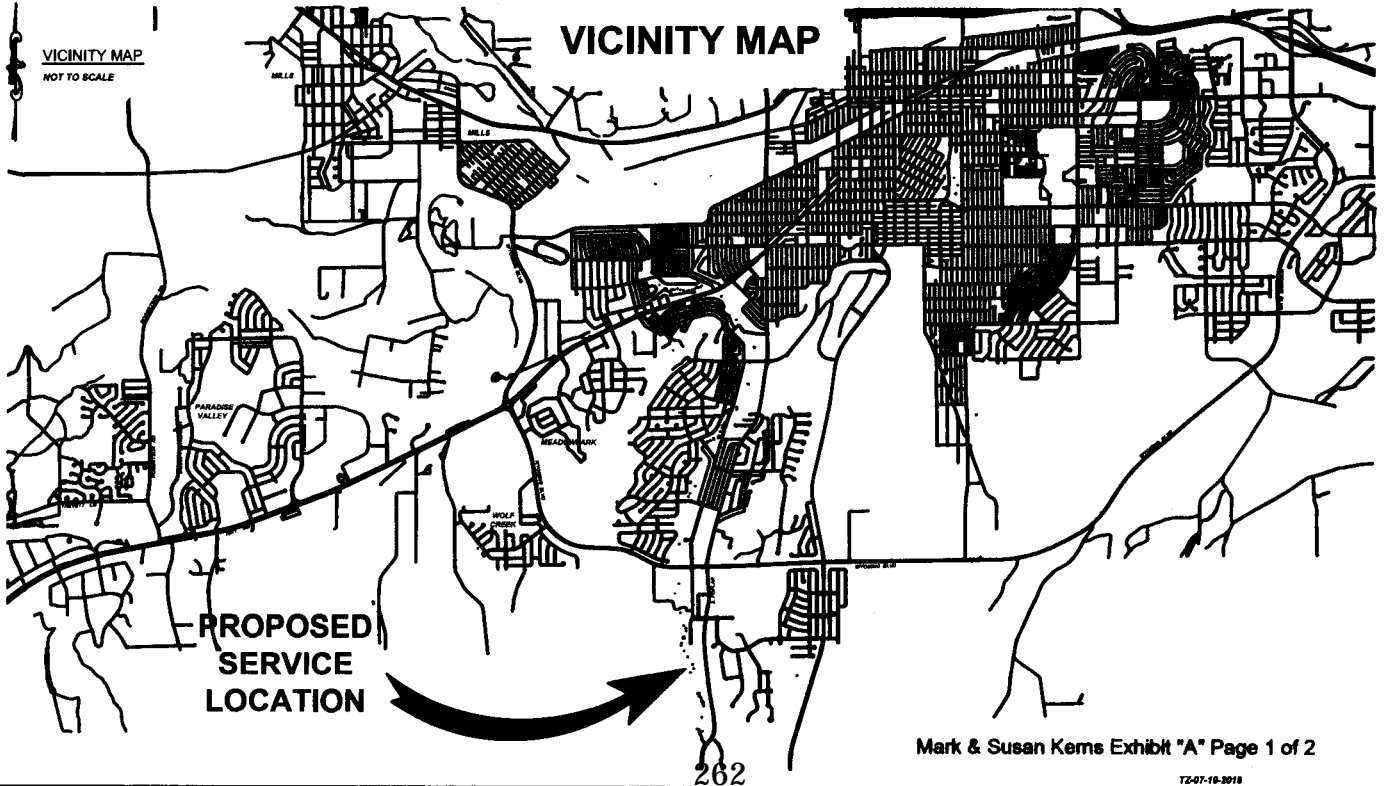


EXHIBIT "A"

MARK W. KERNS AND SUSAN E. KERNS
5700 SOUTH POPLAR
CASPER, WY 82601

PARCEL NO. 1:

A PARCEL BEING ALL OF TRACT 20 AND PARTS OF TRACTS 19 AND 21, SOUTH GARDEN CREEK ACRES NO. 2, A SUBDIVISION OF PORTIONS OF SECTION 29, TOWNSHIP 33 NORTH, RANGE 79 WEST OF THE 6TH P.M., NATRONA COUNTY, WYOMING, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE FRONT AND EASTERLY CORNER COMMON TO TRACTS 19 AND 20, OF SAID SUBDIVISION; THENCE S. 6°23' E., 25.00 FEET ALONG THE FRONT LINE OF TRACT 19 TO A POINT; THENCE S. 89°45' W., 539.77 FEET ACROSS TRACT 19 TO A POINT ON BACK AND WESTERLY LINE THEREOF; THENCE N. 41°27' E., 33.83 FEET ALONG SAID BACK LINE TO THE BACK CORNER COMMON TO TRACTS 19 AND 20; THENCE N. 41°27' E., 77.99 FEET ALONG THE BACK LINE OF TRACT 20 TO AN ANGLE POINT; THENCE N. 41°47' W., 55.82 FEET ALONG THE BACK LINE OF TRACT 20 TO THE BACK CORNER COMMON TO TRACTS 20 AND 21; THENCE N. 41°47' W., 66.84 FEET ALONG THE BACK LINE OF TRACT 21 TO A POINT; THENCE N. 89°47' E., 527.86 FEET ACROSS TRACT 21 TO A POINT ON THE FRONT LINE THEREOF; THENCE S. 6°23' E., 50.51 FEET TO THE FRONT CORNER COMMON TO TRACTS 20 AND 21; THENCE S. 6°23' E., 100.59 FEET ALONG THE FRONT LINE OF TRACT 20 TO THE FRONT CORNER COMMON TO TRACTS 19 AND 20 AND ALSO THE POINT OF BEGINNING.

COMMITMENT TO ANNEX TO THE CITY OF CASPER, WYOMING
(Individual Form)

We, MARK + SUSAN KERNS, respectively the owner(s) and mortgagee of the following described real estate located in Natrona County, to-wit:

**MARK AND SUSAN KERNS
5700 SOUTH POPLAR STREET
CASPER, WYOMING, NATRONA COUNTY
PROPERTY AS DESCRIBED IN EXHIBIT "A"**

for valuable consideration, the receipt of which is hereby acknowledged, agree and commit to the annexation of the above-described property to the City of Casper, Wyoming at the request of the Casper City Council or on a property owner's petition. The undersigned further waive any statutory or other right to protest any such annexation.

This commitment to annex shall run with and bind the above described real property, and shall be included in every sale, conveyance or mortgage involving the above-described property. This commitment to annex shall be binding upon the Owner(s) and mortgagee, and their heirs, successors, and assigns forever.

1-25-19
Date

Mark W Kerns
Mark W. Kerns
OWNER

1-25-19
Date

Susan E Kerns
Susan E. Kerns
OWNER

Date

NONE MORTGAGEE

By: _____

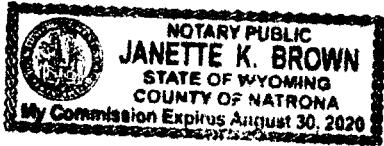
Name: _____

Title: _____

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me this 25th day of January, 2019,
by Mark W. Kerns.

(seal)



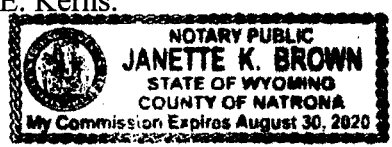
[Signature]
NOTARY PUBLIC

My commission expires: August 30, 2020

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me this 25th day of January, 2019,
by Susan E. Kerns.

(seal)



[Signature]
NOTARY PUBLIC

My commission expires: August 30, 2020

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me this _____ day of _____,
2019, by _____, as _____ of
NONE, MORTGAGEE.

(seal)

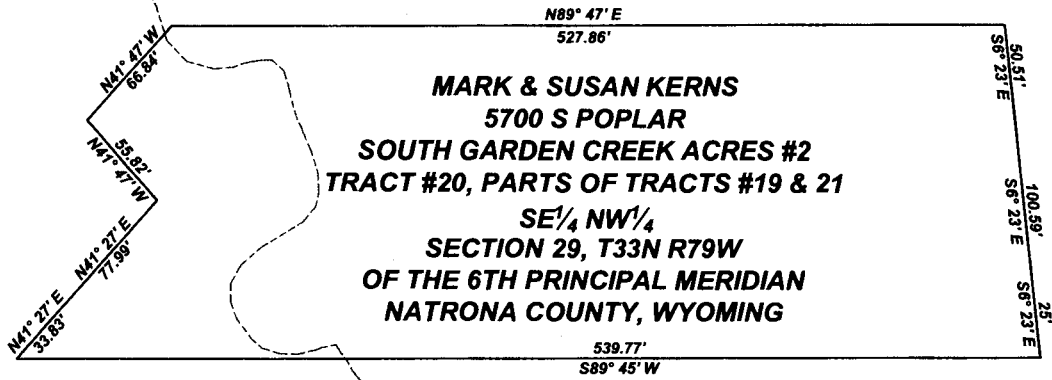
NOTARY PUBLIC

My commission expires: _____



LOCATION MAP EXHIBIT "A"

VICINITY MAP
NOT TO SCALE



VICINITY MAP

VICINITY MAP
NOT TO SCALE

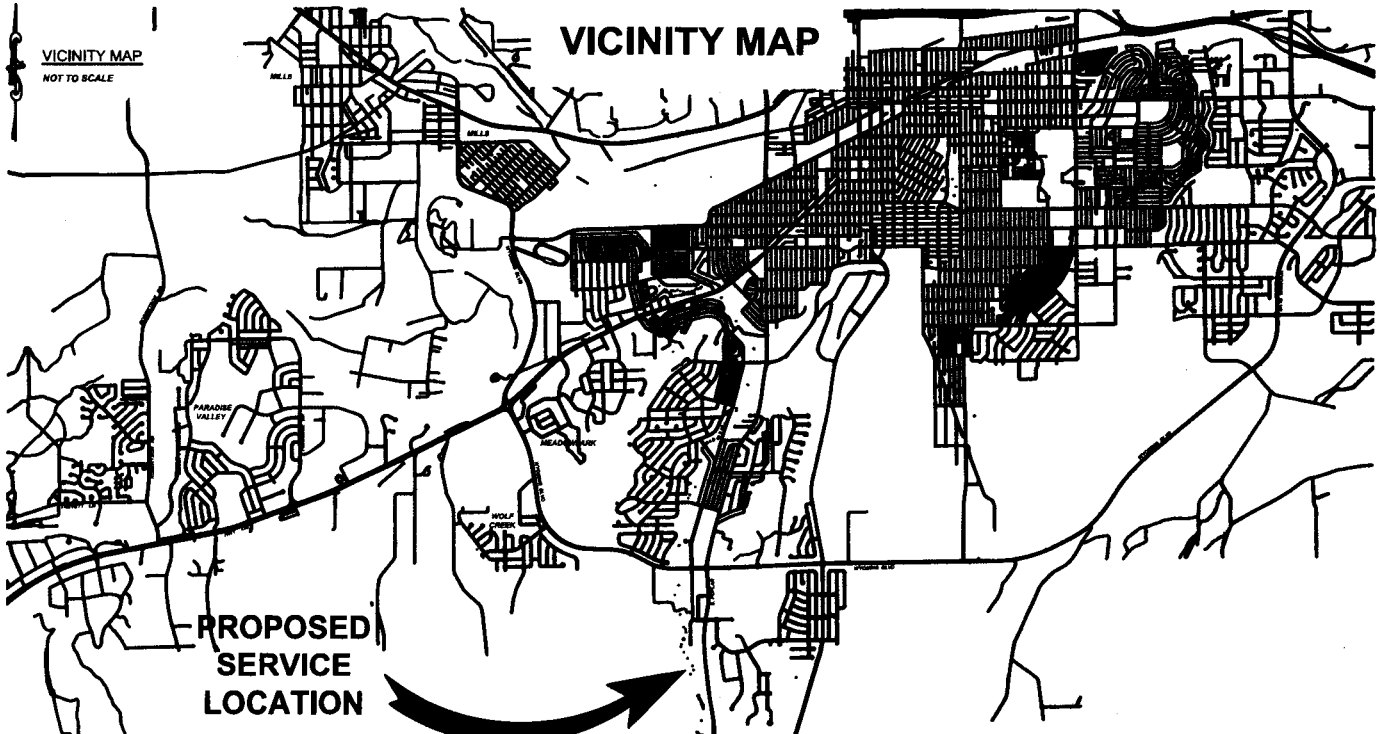


EXHIBIT "A"

MARK W. KERNS AND SUSAN E. KERNS
5700 SOUTH POPLAR
CASPER, WY 82601

PARCEL NO. 1:

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RESOLUTION NO. 19-24

A RESOLUTION AUTHORIZING A CONTRACT FOR OUTSIDE-CITY SEWER SERVICE WITH MARK W. AND SUSAN E. KERNS.

WHEREAS, Mark W. and Susan E. Woods have requested outside-City sewer service from the City of Casper; and,

WHEREAS, a contract for providing such sewer service has been proposed containing obligations concerning all parties; and,

WHEREAS, such contract is deemed to be in the best interest of the City of Casper.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a Contract for Outside-City Sewer Service with Mark W. and Susan E. Kerns, 5700 South Poplar Street, Casper, Wyoming 82601.

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2019.

APPROVED AS TO FORM:




ATTEST:


Fleur D. Tremel
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Charles Powell
Mayor

February 7, 2019

MEMO TO: J. Carter Napier, City Manager 

FROM: Andrew Beamer, Public Services Department Director 
Cynthia M. Langston, Solid Waste Division Manager

SUBJECT: Authorizing a Contract for Professional Services with Altitude Recycling Equipment, LLC, in the amount of \$472,350.00 for the Casper Materials Recovery Facility (MRF) Baling System Procurement and Installation, Project No. 18-059.

Meeting Type & Date:

Regular Council Meeting
February 19, 2019

Action Type:

Resolution

Recommendation:

That Council, by resolution, authorize a Contract for Professional Services with Altitude Recycling Equipment, LLC (Altitude), in the amount of \$472,350.00, for the Casper MRF Baling System Procurement and Installation, Project No. 18-059.

Summary:

On August 21, 2018, City Council approved a sole source purchase of a new baler, conveyor and wire tier (referred to as the baling system) to be used in the Solid Waste Division's MRF. The baling system specifications were provided to Altitude and the equipment was ordered in September 2018. The manufacturing of the baling equipment is expected to be completed in December 2018 and delivered in January 2019 after receipt of a partial payment.

The City will store the baling equipment inside a solid waste division building until the construction of the MRF is completed in June 2019. Altitude shall arrange for the installation of the baling equipment in June 2019 but no later than August 2019.

Financial Considerations:

Funding for this project will be from FY19 Balefill Fund Reserves.

Oversight/Project Responsibility:

Cynthia Langston, Solid Waste Division Manager/Sean Orszulak, Superintendent of Solid Waste Operations

Attachments:

Resolution, Agreement, and Exhibits A-C

Altitude Recycling Equipment, LLC.
Casper MRF Baling System Procurement and Installation
Project No. 18-059

**AGREEMENT FOR THE PURCHASE, SALE AND INSTALLATION
OF BALER EQUIPMENT**

THIS AGREEMENT FOR THE PURCHASE, SALE AND INSTALLATION OF BALER EQUIPMENT (hereinafter the "Agreement") is entered into on February __, 2019, (the "Effective Date") between Altitude Recycling Equipment, LLC, a Colorado Limited Liability Company (hereinafter "Seller") with offices located at 12321 E. Cornell Avenue, Aurora, Colorado 80014; the City of Casper, Wyoming, a Wyoming municipal corporation (hereinafter "Purchaser") with offices located at 200 North David St., Casper, Wyoming 82601; and, for purposes of warranty only, International Baler Corporation ("Manufacturer" or "IBC") with offices located at 5400 Rio Grand Avenue, Jacksonville, Florida 32254. Throughout this document, Seller, Purchaser and Manufacturer may be collectively referred to as the "parties" or individually as a party.

WHEREAS, Purchaser is undertaking a project to purchase and install a baling system at the newly constructed Casper Material Recovery Facility (MRF); and,

WHEREAS, the project requires services to procure and install a baling system; and,

WHEREAS, Seller agrees to procure and install the baling system equipment (hereinafter the "Equipment") described in Exhibit A to Purchaser for the price as described therein; and,

WHEREAS, Purchaser, agrees to purchase the Equipment described in Exhibit A for the price as described therein Exhibit A;

NOW, THEREFORE, IN CONSIDERATION OF the mutual promises and covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Consideration, Purchase Price, and Payment.** As consideration for the procurement, sale, shipping and installation of the Equipment, Purchaser shall pay Seller the Purchase Price of Four Hundred Seventy-Two Thousand, Three Hundred Fifty Dollars (\$472,350.00) as set forth in Exhibit A and in accordance with the payment schedule set forth below.

a. Payment Schedule.

1. Purchaser shall pay Seller thirty percent (30%) of the Purchase Price Deposit Due with Order.
2. Purchaser shall pay Seller forty percent (40%) of the Purchase Price Due Prior to Shipping.
3. Purchaser shall pay Seller the twenty percent (20%) of the Purchase Price Due Net 45 Days after Acceptance of Equipment including acceptable onsite cylinder drift tests by the Purchaser.
4. Purchaser shall pay Seller the remaining ten percent (10%) of the Purchase Price Due Net 45 Days after Installation of Equipment by Seller.

b. Invoicing and Late Payment.

1. In accordance with Wyoming Statutes § 16-6-602, if the Purchaser does not make payment within 45 days after receipt of a correct notice of the amount due for the Equipment, Purchaser shall pay the Seller interest from the forty-fifth day at the rate of one and one-half percent per month on the unpaid balance until the account is paid in full, unless a good faith dispute exists as to the Purchaser's obligation to pay all or a portion of the account.
2. Purchaser shall Notify Seller of any dispute with any invoice within fourteen (14) days from Purchaser's receipt of such invoice. The Parties shall seek to resolve all such disputes expeditiously and in good faith. Notwithstanding anything to the contrary, Seller shall continue performing its obligations under this Agreement during any such dispute.
3. Setoff Permitted. Notwithstanding anything to the contrary in this Agreement, and without prejudice to any other right or remedy it has or may have, Purchaser may, with fourteen (14) days' prior notice to Seller, set off or recoup any liability it owes to Seller against any liability for which Purchaser determines in good faith Seller is liable to Purchaser, whether any liability is matured or un-matured, is liquidated or unliquidated, or arises under this Agreement.

2. **Ownership and Title to Equipment.** Title to Equipment shipped under this Agreement passes to Purchaser upon Purchaser's acceptance of the Equipment. Title will transfer to Purchaser even if Seller has not been paid for such Equipment, provided that Purchaser will not be relieved of its obligation to pay for Equipment in accordance with the terms hereof. While title to the equipment remains in Seller, Purchaser hereby warrants that it will allow Seller and Seller's agents, employees, or independent contractors to view, inspect, perform maintenance upon and repair the Equipment if needed.

3. **Quality Control/Quality Assurance Inspections Before Shipment.**

- a. Seller shall ensure all QC inspections required on the Equipment as presented in form, Exhibit B, are performed and documented. Seller shall provide the completed Exhibit B form to Purchaser prior to Equipment shipment.
- b. Seller shall ensure all QC procedures for assemble/installation of the Equipment as presented in Exhibit C are performed and documented. Seller shall provide the completed Exhibit C form to Purchaser prior to Equipment shipment.

4. **Shipment, Delivery and Inspection.**

- a. Shipment. Seller shall assemble, properly pack, mark, and ship Equipment strictly in the quantities, by the methods, to the delivery locations, and by the delivery dates, specified in this Agreement and otherwise in accordance with industry standards. Delivery times will be measured to the time that Equipment is actually received at the delivery location. If Seller does not comply with any of its delivery obligations, without limiting Purchaser's other rights under this Agreement or applicable Law, Purchaser may, in Purchaser's sole discretion and at Seller's sole cost and expense: (a) approve a revised delivery date; or (b) require expedited or premium shipment. Seller shall provide Purchaser with shipment documentation showing the Seller's identification number for the Equipment, the quantity of pieces in shipment, the number of cartons or containers in shipment, Seller's name, the bill of lading number, and the country of origin. Unless otherwise expressly agreed to by the Parties in writing, Seller may not make partial shipments of Equipment to Purchaser with the exception of shipping the conveyor system separately from the baler system, and shipping the baler system in two (2) transport vehicles all to be received within a two (2) week period and by the delivery dates, specified in this Agreement.

- b. Point of Delivery. The place where the Equipment must be delivered is: 1886 North Station Road, Casper, Wyoming 82609.
- c. Delivery. The cost of delivery shall be borne solely by Purchaser and shall be included in the Purchase Price as set forth in Section 1 and Exhibit A, unless otherwise agreed to in writing and signed by both parties.
- d. Inspection. Purchaser shall be required to inspect the Equipment upon delivery for any damage or defects thereto within seven (7) days of delivery. Seller shall be present during the Purchaser inspection.
- e. Delivery of Defective or Damaged Equipment. If the Seller delivers defective or damaged equipment present at the time of the inspection, Seller shall contact the Manufacturer and arrange for repair or replacement of the Equipment. All repairs or replacement to the Equipment shall be made so that the Equipment is in as good or better condition than it was before the damage occurred.

5. Acceptance of Equipment and Risk of Loss.

- a. If Purchaser determines, in its reasonable discretion, that Equipment delivered under this Agreement is nonconforming, defective or excess Equipment, Purchaser may, at its option: 1) reject such Equipment for a refund plus any inspection, test, shipping, handling, and transportation charges paid by Purchaser; 2) require prompt correction or replacement of such Equipment on Purchaser's written instruction; or 3) retain such Equipment at the sole expense of the Seller. Seller shall have the ability to correct any nonconforming, defective or excess Equipment prior to Purchaser exercising one of the options. In each case the exercise by Purchaser of any other rights available to Purchaser under this Agreement or under applicable Law shall not be limited. Purchaser shall ship from any location, at Seller's expense and risk of loss, the nonconforming, defective or excess Equipment to the nearest authorized Seller's location. If Purchaser exercises its option to replace nonconforming or defective Equipment, Seller shall, after receiving Purchaser's shipment of nonconforming or defective Equipment, ship to Purchaser, at Seller's expense and risk of loss, the replaced Equipment to the delivery location in a timely manner.
- b. Purchaser testing before acceptance shall include a drift test of the IBC baler gather and ejection cylinders and shall consist of normal operating pressure and temperature being placed on the front-side of the piston head for every six (6) inches of travel on the piston rod and held for ten (10) minutes and there is no pressure loss or change to verify no leakage past the seal. A written report of the drift test results shall be provided to the Seller and the Seller shall be present during the testing. The Purchaser testing shall occur at the time of delivery inspection as specified in Section 4.d.
- c. After acceptance of the Equipment by Purchaser, Purchaser shall bear any and all risk of loss to the Equipment while the Equipment is in Purchaser's possession. Until Purchaser accepts the Equipment, Seller shall bear the risk of loss and be responsible for repairing or replacing any defective, nonconforming or damaged Equipment so long as Purchaser notifies Seller of the defect or damage in accordance with Section 4 of this Agreement. Purchaser shall not unreasonably refuse to accept the Equipment.
- d. Notwithstanding any agreement between Purchaser and Seller concerning transfer of title or responsibility for shipping costs, risk of loss to Equipment shipped under this Agreement passes to Purchaser upon receipt and acceptance by Purchaser at the delivery location, and Seller will bear all

risk of loss or damage regarding Equipment until Purchaser's receipt and acceptance of such Equipment in accordance with the terms of this Agreement.

6. Term; Termination

- a. Term. The term of Agreement commences on the Effective Date and Seller shall be completed in accordance with the following schedule: 1) Delivery of Equipment on Purchaser's designated site location is due within three (3) weeks of Seller receiving payment as specified in Section 1.a.2. of this Agreement and installation of Equipment by August 30, 2019.
- b. Purchaser's Right to Terminate the Agreement on notice to Seller. Purchaser may terminate this Agreement on notice to Seller:
 1. if Seller repudiates, or threatens to repudiate, any of its obligations under this Agreement;
 2. except as otherwise specifically provided under this Section 6, if Seller is in material breach of, or threatens to breach, any representation, warranty, or covenant of Seller under this Agreement and either the breach cannot be cured or, if the breach can be cured, it is not cured by Seller within a commercially reasonable period of time under the circumstances, in no case exceeding one hundred eighty (180) days following Seller's receipt of Notice of such breach;
 3. if Seller fails to, or threatens to fail to, timely deliver Equipment conforming to the requirements of, and otherwise in accordance with, the terms and conditions of this Agreement;
 4. if Seller:
 - a) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due;
 - b) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law;
 - c) seeks reorganization, arrangement, adjustment, winding-up, liquidation, dissolution, composition, or other relief with respect to it or its debts;
 - d) makes or seeks to make a general assignment for the benefit of its creditors; or
 - e) applies for or has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business;
 5. If Seller fails to provide Purchaser, within a commercially reasonable time after Purchaser's request (but in no case exceeding ninety (90) days after such request) with adequate and reasonable assurance of Seller's financial and operational capability to timely perform Seller's obligations under this Agreement;
 6. In the event of a Force Majeure Event affecting the Seller's performance of this Agreement for more than one hundred eighty (180) days;
 7. If, without obtaining Purchaser's prior written consent, (a) Seller sells, leases, or exchanges a material portion of Seller's assets, (b) Seller merges or consolidates with or into another Person, or (c) a change in Control of Seller occurs, unless in the case of a merger or consolidation of Seller with another Person, Seller is the surviving entity and has a net worth greater than or equal to its net worth immediately prior to the merger or consolidation.
- c. Seller's Right to Terminate for Cause. Seller may terminate this Agreement on Notice to Purchaser:

1. except as otherwise specifically provided under this Section 6. c., if purchaser is in material breach of any representation, warranty, or covenant of Purchaser under this Agreement, and either the breach cannot be cured or, if the breach can be cured, it is not cured by Purchaser within a commercially reasonable period of time (in no case exceeding ninety (90) days after Purchaser's receipt of notice of such breach.
2. if Purchaser:
 - a) converts insolvent or is generally unable to pay, or fails to pay, its debts as they become due;
 - b) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law;
 - c) seeks reorganization, arrangement, adjustment, winding-up, liquidation, dissolution, composition, or other relief with respect to it or its debts;
 - d) makes or seeks to make a general assignment for the benefit of its creditors; or
 - e) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.
- d. Notice of termination effective on receipt. Any termination under this Section 6. is effective on receipt of notice of termination from the other party, or any later date set out in such notice.
- e. Effect of Expiration or Termination. The Party terminating this Agreement, shall not be liable to the other Party for any damage of any kind (whether direct or indirect) incurred by the other Party by reason of the termination of this Agreement. Termination of this Agreement will not constitute a waiver of any of either Party's rights, remedies, or defenses under this Agreement, at law, in equity, or otherwise.

7. Certain Obligations of Seller

- a. General Compliance with Laws Covenant. Seller, and any of its subcontractors shall at all times comply with all applicable laws, ordinances, and codes of the local, state or federal governments and shall not trespass on any public or private property in performing any of the work under this Agreement. Without limiting the generality of the foregoing, Seller shall:
 1. at its own expense, maintain all certifications, credentials, licenses, and permits necessary to conduct its business relating to the sale of the Equipment; and
 2. not engage in any activity or transaction involving the Equipment, by way of shipment, use, or otherwise, that violates any law.
- b. Ingredients and Materials Disclosure.
 1. On Purchaser's written request, Seller shall promptly provide to Purchaser, in such form and detail as Purchaser requests, a list of all ingredients and materials incorporated in the Equipment, the amount of such ingredients and materials, and information concerning any changes in or additions to such ingredients and materials.

2. For each shipment of Equipment, Seller shall provide Purchaser, in writing, sufficient advance warning and notice (in addition to including appropriate labels on Equipment, containers, and packing) of any hazardous or restricted material that is an ingredient or a part of the shipment, together with such special handling instructions as may be necessary to advise logistics' providers, handlers of the Equipment, and personnel of how to exercise that measure of care and precaution that will comply with any applicable laws and prevent bodily injury or property damage in the handling, transportation, processing, use, or disposal of the Equipment, containers, and packing.

- c. Duty to Advise. Seller shall promptly provide notice to Purchaser of any of the following events or occurrences, or any facts or circumstances reasonably likely to give rise to any of the following events or occurrences: 1) any delay in delivery of Equipment; 2) any defects or quality problems relating to Equipment; 3) any change in Control of Seller; 4) any deficiency in Purchaser Specifications, samples, prototypes, or test results relating to this Agreement; 5) any failure by Seller, or its subcontractors or common carriers, to comply with law; or 6) any change in Seller's authorized representatives, insurance coverage, or professional certifications.

8. Taxes, Licenses, and Regulations.

- a. Taxes. Purchaser is a tax exempt entity. Seller acknowledges that it has received the Purchaser's tax exempt certificate, and will not charge sales tax to the Purchaser.
- b. Licenses. Purchaser is solely responsible for acquiring any and all permits, licenses and certificates which may pertain to the purchase, use, operation or storage of the Equipment.

9. Site Preparation. The Purchaser shall be responsible for preparing a site suitable for the installation and operation of the Equipment.

10. Equipment Installation.

- a. Seller shall hire a subcontractor, approved in writing by Purchaser and Manufacturer, to complete the installation of the Equipment at the Purchaser's Installation Site.
- b. Seller is responsible for providing complete, fully and properly functioning, turnkey Equipment installation excluding electrical services and including hydraulic oil and initial filter of hydraulic oil for acceptance by Purchaser.

11. Cancellation. Purchaser shall not be entitled to cancel any order for Equipment under this Agreement after the Effective Date.

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

13. LIMITATION OF LIABILITY. IN NO EVENT SHALL ALTITUDE RECYCLING EQUIPMENT, LLC, ITS OFFICERS, EMPLOYEES, AGENTS, OR ASSIGNS BE HELD LIABLE TO PURCHASER, ITS OFFICERS, AGENTS, EMPLOYEES, CONTRACTORS, ASSIGNS, OR ANY THIRD PARTY FOR ANY LOSS, EXPENSE, DAMAGES, CLAIMS, ACTIONS, SUITS, PENALTIES, FINES, COSTS OR ATTORNEY'S FEES OF ANY NATURE THAT ARISE FROM THE INSTALLATION, DELIVERY, USE, STORAGE, MAINTENANCE, REPAIR AND/OR OPERATION OF THE EQUIPMENT UNLESS CAUSED BY THE NEGLIGENCE OR WILLFUL MISCONDUCT OF SELLER.

- 14. Maintenance & Care of Equipment.** After acceptance of the Equipment by Purchaser, with the exception of the Limited Product Warranty from the Manufacturer, the Purchaser shall be responsible at the Purchaser's expense for all repairs and maintenance on the unit. The Purchaser agrees to use only those technicians authorized to complete any and all warranty work. The Purchaser also agrees that only experienced and trained personnel shall be permitted to operate the Equipment, in accordance with all Labor Laws. Seller shall not be responsible for the failure of Purchaser to follow any and all of the Manufacturer's recommended maintenance and safety requirements.
- 15. Equipment Warranties.**
- a. Seller warrants to Purchaser that:
1. Upon acceptance of the Equipment, Purchaser receives the non-exclusive, Limited Product Warranty from the Manufacturer, International Baler Corporation ("IBC"), which is attached hereto as Exhibit D, and hereby made a part of this Agreement;
 2. Equipment is free of defects in design (except for written designs provided by Purchaser, unless the defects in Purchaser's designs are based on Seller's specifications);
 3. No claim, lien, or action exists or is threatened against Seller that would interfere with Purchaser's use or sale of the Equipment;
 4. The Equipment does not infringe any third-party Intellectual Property Rights;
 5. Purchaser will receive good and valid title to the Equipment, free and clear of all encumbrances and liens of any kind;
 6. The Equipment is new and does not contain used or reconditioned parts;
 7. All Equipment and all parts of Equipment, including, but not limited to, parts that may be identified as replacement units or spare parts, shall not experience data integrity, undetected data loss, or related issues;
 8. To the extent the Equipment includes software code, the Equipment contains no harmful code;
 9. It has disclosed to Purchaser in writing the existence of any third-party code, including open source code, that is included in or is provided in connection with the Equipment and that Seller and the Equipment are in compliance with all licensing agreements applicable to such third-party code; and,
 10. All authors have agreed not to assert their moral rights (personal rights associated with authorship of a work under applicable Law) in the Equipment, to the extent permitted by Law.
- b. Remedies for Breach of Warranties.
1. During the Warranty Period, if the Equipment does not comply with the warranties in this Agreement, in addition to other remedies available at law or in this Agreement, the Manufacturer, IBC shall repair or replace such Defective Equipment and meet all obligations as described in Exhibit D.
 2. Seller shall facilitate the Manufacturer's warranty including providing any warranty service and communication to Purchaser.
- c. Recalls. If Seller determines that any Equipment sold to Purchaser is defective and a recall campaign is necessary, Seller shall implement such recall campaign. Purchaser must return Defective Equipment to Seller or destroy such Equipment, as determined by Seller, at Seller's sole cost and risk. Without prejudice to Purchaser's rights under Section 15 a. and Section 15 b., if a recall campaign is

implemented, at Purchaser's option and Seller's sole cost, Seller shall promptly either repair or replace, or credit or refund Prices for, all such returned Equipment under the terms of Section 15 a. and Section 15 b. The foregoing will apply even if the product warranties under Section 15 a. or any other product warranty applicable to the Equipment have expired. Seller is liable for all of Purchaser's costs associated with any recall campaign if such recall campaign is based on a reasonable determination that either: (a) the Equipment fails to conform to either the warranties under this Agreement or applicable Law; or (b) the basis for the recall arose from Seller's negligence or willful misconduct. Where applicable, the Seller shall pay all reasonable costs and expenses associated with determining whether a recall campaign is necessary.

16. Insurance and Indemnification:

- a. Prior to the commencement of work, Seller shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Seller, its subcontractors, agents, representatives, or employees.
- b. *Minimum Scope and Limit of Insurance.*
Coverage shall be at least as broad as:
 - 1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than the sum of Two Hundred Fifty Thousand Dollars (\$250,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Five Hundred Thousand Dollars (\$500,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location. The CGL policy shall be endorsed to contain Employers Liability/Stop Gap Coverage.
 - 2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Seller has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than Five Hundred Thousand (\$500,000) per accident for bodily injury and property damage.
 - 3. Workers' Compensation: as required by the State of Wyoming with Statutory Limits.
- c. *Higher Limits.* If the Seller maintains higher limits than required under this Agreement, then the Purchaser shall be entitled to coverage for the higher limits maintained by the Seller. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Purchaser.
- d. *Other Insurance Provisions*

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

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

2. *Primary Coverage*
For any claims related to this Agreement, the Seller's insurance coverage shall be primary insurance as respects the Purchaser, its officers, elected and appointed officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the Purchaser, its officers, elected and appointed officials, employees, agents or volunteers shall be excess of the Seller's insurance and shall not contribute with it.
3. *Notice of Cancellation*
Each insurance policy required above shall state that coverage shall not be canceled, materially changed, or reduced, except with notice to the Purchaser. Such notice to the Purchaser shall be provided in a commercially reasonable time.
4. *Waiver of Subrogation*
Seller hereby grants to Purchaser a waiver of any right to subrogation which any insurer of said Seller may acquire against the Purchaser by virtue of the payment of any loss under such insurance. Seller agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Purchaser has received a waiver of subrogation endorsement from the insurer.
5. *Deductibles and Self-Insured Retentions*
Seller has two options regarding deductibles and self-insured retentions:
 - a. Option 1: Any deductibles or self-insured retentions must be declared to and approved by the Purchaser. Unless otherwise approved by the Purchaser in writing, any deductible may not exceed Ten Thousand Dollars (\$10,000). Unless otherwise approved in writing by the Purchaser, self-insured retentions may not exceed Ten Thousand Dollars (\$10,000), and the Purchaser may require the Seller to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
 - b. Option 2: Seller shall carry insurance with terms that require its insurance company to pay the full value of a covered claim from the first dollar of coverage, even if the Seller is unable to pay any deductible or self-insured retention amount(s) required by the insurance policy. Seller shall provide a written endorsement from its insurance carrier that such insurance coverage is in place, and shall keep such coverage in place during the term of this Agreement and any subsequent time period required for claims made policies.
6. *Acceptability of Insurers*
Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise agreed to in writing by the Purchaser.
7. *Claims Made Policies*
If any of the required policies provide coverage on a claims-made basis:
 - a. The Retroactive Date must be shown and must be before the date of the Agreement or the beginning of Agreement work.
 - b. Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the Agreement. However, Seller's liabilities under this Agreement shall not be deemed limited in any way by the insurance coverage required.
 - c. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the Agreement effective date, the Seller must purchase "extended reporting" coverage for a minimum of three (3) years after completion of Agreement work and at all times thereafter until the applicable statute of limitations runs.

8. *Verification of Coverage*

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

9. *Subcontractors*

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

10. *Special Risks or Circumstances*

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

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

17. **Miscellaneous Provisions.**

- a. Force Majeure. If Seller's failure to perform any obligation hereunder is caused by the unavailability of services or materials, labor disputes, governmental restrictions, or any other circumstances beyond such party's control, the failure to perform shall not terminate this Agreement unless such failure continues for a period of more than one hundred eighty (180) days, at the end of which time either party, at its option, may terminate this Agreement by written notice to the other party.
- b. Relationship of Parties. Nothing contained in this Agreement shall be construed or deemed by the parties hereto, or by any third party, as creating a relationship of agency, partnership, or joint venture, between Purchaser and Seller, nor the fact that other contractual relationships may exist between Purchaser and Seller, shall be deemed to create any relationship between Purchaser and Seller other than the relationship of Purchaser and Seller.
- c. Assignment. Neither party may assign this Agreement to a third party without the written approval of the other. Any assignments not approved in writing shall be deemed null and void. Provided, however, that claims for money due or to become due the Seller from Purchaser under this Agreement may be assigned to a bank, trust company, or other financial institution, or to a trustee in bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished to the Purchaser within five (5) business days of any assignment or transfer.
- d. Successor and Assigns. This Agreement is binding on and inures to the benefit of the parties to this Agreement and their respective permitted successors and permitted assigns.
- e. Notices. All written notices or demands which either party may require or desire to be served upon the other, shall be served upon the party in person, or in the alternative, by certified mail, return

receipt requested, deposited in the United States Mail, postage prepaid, addressed to the parties at their following stated addresses or such subsequent address as may be designated by either party in writing:

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

Seller: Tyler Francis
Altitude Recycling Equipment, LLC
12321 E. Cornell Avenue
Aurora, CO 80014

Any such written notice or demand shall be considered served upon the other party upon delivery to the other party in person, or, if mailed by certified mail, return receipt requested, at the date and time it is deposited in the United States Mail, postage prepaid.

- f. Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and it may not be changed orally but only by a written agreement signed by all of the parties to this Agreement. No additional, contrary, or different terms contained in any of the parties' confirmations, invoices, or other communications, and any other attempt to modify, supersede, supplement, or otherwise alter this Agreement, are deemed rejected by the parties and will not modify this Agreement or be binding on the parties unless such terms have been fully approved in a signed writing by authorized representatives of both parties.
- g. Law to Govern. This Agreement and all matters and issues collateral thereto shall be construed according to the laws of the State of Wyoming.
- h. Jurisdiction and Venue. The parties agree that the District Court for Natrona Country, Wyoming, shall have exclusive jurisdiction, including in personam jurisdiction, and shall be the exclusive venue for any and all controversies and claims arising out of or relating to this Agreement or a breach thereof, except as otherwise unanimously agreed by the parties.
- i. Waiver of Breach. The waiver by any party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by any party.
- j. Severability. If any provision of this Agreement becomes or is found to be illegal or unenforceable for any reason, such clause or provision must first be modified to the extent necessary to make this Agreement legal and enforceable and then if necessary, second, severed from the remainder of the Agreement to allow the remainder of the Agreement to remain in full force and effect.
- k. Captions. All captions, titles, headings and divisions hereof are for purposes of convenience and reference only, and shall not be construed to limit or affect the interpretation of this Agreement.
- l. Further Assurances. The parties agree that, from time to time upon the written request of any other party to this Agreement, it or he will execute and deliver such further documents and do or cause to be done such further acts and things as any other party of this Agreement may reasonably request in order to fully effect the purpose of this Agreement.
- m. Informed Consent. Each party hereto warrants and represents that it has had the opportunity to read and review this Agreement prior to executing this Agreement. Each party further acknowledges that it has been advised to consult an attorney to ensure that each respective party's interests are properly addressed herein.

- n. Audit. The Purchaser or any of its duly authorized representatives shall have access to any books, documents, papers, and records of Seller which are directly pertinent to the Agreement for the purpose of making audit, examination, excerpts, and transactions.
- o. Personnel. Seller represents that it has, or will secure, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of Purchaser. All of the services required shall be performed by Seller, or under its supervision, and all personnel engaged in the work shall be fully qualified. All personnel employed by Seller shall be employed in conformity with applicable local, state or federal laws.
- p. Intent. Seller represents that it has read and agrees to the terms of this Agreement and further agrees that it is the intent of the parties that Seller shall perform all of the services for the compensation set forth in this Agreement. Seller also agrees that it is the specific intent of the parties, and a material condition of this Agreement, that it shall not be entitled to compensation for other services rendered unless specifically authorized by the Purchaser by resolution of its governing body. Seller agrees that it has carefully examined the Scope of Services, and that the compensation is adequate for performance of this Agreement.
- q. Wyoming Governmental Claims Act. The Purchaser 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 Purchaser specifically reserves the right to assert any and all rights, immunities, and defenses it may have pursuant to the Wyoming Governmental Claims Act.
- r. No Third Party Beneficiary Rights. The parties to this Agreement do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to this Agreement, and shall inure solely to the benefit of the parties to this Agreement. The parties to this Agreement intend and expressly agree that only the parties signatory to this Agreement shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.
- s. Survival. Subject to the limitations and other provisions of this Agreement: (a) the representations and warranties of the parties contained herein shall survive the expiration or earlier termination of this Agreement; and any other provision that, in order to give proper effect to its intent, should survive such expiration or termination, shall survive the expiration or earlier termination of this Agreement.

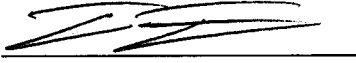
[End of Agreement. Remainder of Page Left Intentionally Blank. Signature Page Follows.]

IN WITNESS WHEREOF, the parties have executed this Agreement on _____, _____, 2019.

Seller: Altitude Recycling Equipment, LLC

Printed Name: Tyler Francis

Title: President

Signature: 

Purchaser: City of Casper

Printed Name: Charles Powell

Title: Mayor

Signature: _____

Manufacturer: International Baler Corporation
[Signing for a limited purpose: that IBC agrees with, and will fulfill the warranty provisions of the Agreement for the Equipment provided hereunder.]

Printed Name: Sean Usoff

Title: Director of Sales & Marketing

Signature: 



Altitude
RECYCLING EQUIPMENT

2600 S Parker Rd, Suite 3-330, Aurora, CO 80014

Invoice

DATE	INVOICE #
8/29/2018	A3395

PLEASE NOTE NEW ADDRESS

BILL TO
City of Casper 200 N David St Casper WY 82601

SHIP TO
City of Casper 1886 N Station Rd Casper, WY 82601

PO NUMBER	DELIVERY DATE	SHIP DATE	TERMS
			See Below

QTY	ITEM	DESCRIPTION	AMOUNT	TOTAL
1	New Horizontal Baler	International Baler TR10N-75	309,000.00	309,000.00T
1	New Baler Options	Narrow Box Two Ram Baler		
		Increase stairs to Platform and Bale Table for 8" Platform	1,500.00	1,500.00T
1	New Baler Options	IBC 8" Raised Platform Baler	10,000.00	10,000.00T
1	Freight Charge	Freight to Casper, WY (Based on 2 Trucks)	14,800.00	14,800.00
1	New Conveyor	60" Wide Steel Belt Conveyor (10 Ft. Pit Loading Section) Extend Supports for 6 Ft. Pit Depth Included	98,000.00	98,000.00T
1	New Conveyor Option	Pit Plates	5,300.00	5,300.00T
1	New Conveyor Option	Upper Hopper Extension	4,500.00	4,500.00T
1	New Conveyor Option	Conveyor Fins	750.00	750.00T
1	Freight Charge	Freight to Casper, WY	3,500.00	3,500.00
1	Baler Installation	Travel and Labor for Installation	25,000.00	25,000.00



Altitude

RECYCLING EQUIPMENT

2600 S Parker Rd, Suite 3-330, Aurora, CO 80014

Invoice

DATE	INVOICE #
1/4/19	A3395

PLEASE NOTE NEW ADDRESS

BILL TO
City of Casper 200 N David St Casper WY 82601

SHIP TO
City of Casper 1886 N Station Rd Casper, WY 82601

PO NUMBER	DELIVERY DATE	SHIP DATE	TERMS
			See Below

QTY	ITEM	DESCRIPTION	AMOUNT	TOTAL
		TERMS: 30% Deposit Due with order (\$141,705.00) 40% Due Prior to Shipping (\$188,940.00) 20% Due Net 45 Days After Delivery and Acceptance (\$94,470.00) 10% Due Net 45 Days after Installation of Equipment by Seller (\$47,235.00) Out-of-state sale, exempt from sales tax		
Altitude Recycling Equipment will gladly accept credit card payments with a 3.5% processing fee per transaction. For Billing Questions Please Call: (720) 545-5348			Total	\$472,350.00
			Payments	\$0.00



International Baler Corporation

Jacksonville, Florida

LIMITED PRODUCT WARRANTY

1. **INTERNATIONAL BALER CORPORATION (IBC)** hereby warrants to the original Purchaser that its equipment will be free from defects in material and workmanship under normal operating conditions of use and service for **one (1) year or two thousand (2000) hours on components and three (3) years or six thousand (6000) hours on structural** beginning from the date of installation or ninety (90) days from the date of shipment, whichever occurs first (the "Applicable Warranty Period"). **Labor is covered for a period of six (6) months.**
2. The limited warranty contained in Paragraph 1 does not extend to any equipment, accessories or component parts of any other manufacturer beyond any warranties offered by such manufacturer.
3. No claims under this limited warranty will be valid unless the Purchaser notifies IBC in writing within a reasonable period of time of its discovery of any defect, but in any event prior to the expiration of the Applicable Warranty Period.
4. This limited warranty does not cover ordinary maintenance items including, without limitation, wearstrips, filters, lubricants, adjustments to limit switches, pressure switches, timers, counters, inserter rollers, twister hooks, wire roller, valve coils/solenoids, sharks teeth/cutter knives, and guide bars. Nor does this limited warranty cover damage to the equipment caused by alterations, normal wear and tear, abuse, improper use, or improper electrical voltage or electrical service provided by the Purchaser.
5. No Warranty shall exist if unauthorized alterations have been made by the Purchaser or user, or if stated capabilities are exceeded. No warranty shall exist if the routine maintenance requirements of the operating manual are not followed. No warranty shall exist if the Equipment is not annually inspected under the Preventative Maintenance contract by IBC or an Authorized Dealer. Warranties related to the hydraulic system of the equipment will be void if the hydraulic oil does not meet the hydraulic oil specification stated in the operating manual.
6. **THE LIMITED WARRANTY CONTAINED IN PARAGRAPH 1 IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER EXPRESS AND IMPLIED WARRANTIES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IBC SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY DELAY IN FURNISHING THE EQUIPMENT, OR FOR ANY ENVIRONMENTAL CONTAMINATION TO SOIL OR PROPERTY DUE TO OIL LEAKS OR SPILLS FROM THE EQUIPMENT.**
7. IBC will repair or replace, at its option, any equipment (or parts thereof) that are covered by this limited warranty and which are found to be defective. No such repair or replacement will extend the Applicable Warranty Period. Repair and replacement shall be the Purchaser's sole and exclusive remedy under this policy. IBC will ship repair or replacement parts under this warranty at Purchaser's expense. When a warranty claim arises, where equipment or parts are to be returned or replaced, Purchaser must contact IBC to arrange return shipment to IBC, with freight prepaid by Purchaser. When defective parts are to be returned, the Purchaser will be charged for the replacement parts and will receive a credit when the defective parts are returned. These parts should be shipped to IBC within ten business days from receipt of the replacement parts. The risk of loss or damage to any equipment returned to IBC shall be with Purchaser. If parts are not returned within ten days, IBC will not issue a warranty credit to the Purchaser's account.

February 23, 2018

Page 1 of 2



International Baler Corporation

Jacksonville, Florida

8. **THE REMEDY OF REPAIR OR REPLACEMENT PROVIDED HEREIN IS PURCHASER'S EXCLUSIVE REMEDY IN THE EVENT OF BREACH OF THIS LIMITED WARRANTY. IN ADDITION, IBC SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES OR FOR ANY LOSS, DAMAGE OR EXPENSE ARISING FROM THE SALE, USE OR INSTALLATION OF THE EQUIPMENT, INCLUDING LOSS OF PROFITS, LOSS OF PRODUCTION TIME, LOSS OF GOODWILL, INCREASED FREIGHT, SHIPPING AND HANDLING, OR FROM ANY OTHER CAUSE WHATSOEVER, WHETHER BASED ON WARRANTY (EXPRESS OR IMPLIED) OR OTHERWISE BASED ON CONTRACT, OR IN TORT, OR REGARDLESS OF ANY ADVISE OR REPRESENTATIONS THAT MAY HAVE BEEN MADE BY IBC CONCERNING THE SALE, USE OR INSTALLATION OF THE PRODUCT.**
9. IBC reserves the right to change the design and construction of the equipment when, in its exclusive opinion, such a change represents an improvement to the equipment.
10. In delivering the equipment, IBC has relied upon Purchaser's promise to properly train and supervise its employees in the operation and use of the equipment. IBC has further relied on Purchaser's promise to prohibit its employees from placing any of their limbs within the chamber of the equipment, and to only utilize an approved service technician in performing service on the equipment. Purchasers promise to advise IBC immediately as to any problems that you experience with your equipment.
11. This Limited Product Warranty, as well as the relationship between you and IBC, shall be governed in all respects by the laws of the State of Florida without regard to conflict of law provisions. You agree any claim or dispute you may have against IBC must be brought in the Fourth Judicial Circuit, in and for Duval County, and no other. You agree to submit to the personal jurisdiction of the Fourth Judicial Circuit, in and for Duval County, for the purpose of litigating all such claims or disputes. **YOU AGREE THIS CHOICE OF LAW AND FORUM SELECTION CLAUSE IS MANDATORY, EXCLUSIVE, AND SUPERSEDES ANY AND ALL COMPETING CHOICE OF LAW AND/OR FORUM SELECTION CLAUSES, TO INCLUDE ANY SUCH PROVISIONS AGREED TO BY YOU AND ANY DISTRIBUTOR/DEALER OF IBC'S PRODUCTS.**

All claims you bring against IBC must be resolved in accordance with the provisions of this Limited Product Warranty. All claims filed or brought contrary to this Limited Product Warranty shall be considered improperly filed. Should you file a claim contrary to this Limited Product Warranty, IBC may recover attorneys' fees and costs incurred in removing the improperly filed claim, provided IBC has notified you in writing of the improperly filed claim and you fail to promptly withdraw the same.

February 23, 2018

Page 2 of 2

EXHIBIT B

IBC Final Two Ram QA Form

Model	TR10N-75	Customer	ALTITUDE RECY. /CITY OF CASPER WY		
Invoice #	101641	Order date	8/29/2018		
Job #	8706	Voltage	480		
Serial #	8706-	Hz.	60	Phase	3

Control & Motor Panels

Schematic # 101641-E-R0 Panel # _____ UL # _____

Nomenclature installed _____
 Information package in panel _____
 Panel doors are grounded _____
 Switchs tight _____
 Legends properly installed _____
 Overloads and MSP's set _____
 Pilot lights function properly _____
 Electrical connections _____
 Motor amperage OK _____

Remote Panel

Switchs tight _____
 Legends properly installed _____
 Door properly grounded _____
 Electrical connections _____
 Panel properly mounted _____

Hydraulic Power Unit

Schematic # 101641-H R0 Pack # _____

Lag points installed _____
 Lifting eyes installed _____
 Fork pockets _____
 Anti tilt angles installed _____
 J Box properly mounted _____
 Sealtight secured _____
 Motors properly wired _____
 Hoses properly secured _____
 Hydraulic fittings and hoses tight _____

High pressure relief setting	4000PSI	Locked	_____	Sealed	_____
Medium pressure setting	1700PSI	Locked	_____	Sealed	_____
High volume unloader	900PSI	Locked	_____	Sealed	_____
Auxiliary PRV pressure	NA	Locked	_____	Sealed	_____
Rod end safety relief set	2500PSI				

Main Ram and Cylinder

Cylinder size 10 X 126 X 7 Manufacturer _____
 Part # _____ Serial # _____

Hose or pipe connections _____
 Cylinder pins properly installed _____
 Hoses properly secured _____
 Cylinder cradle installed _____

IBC Final Two Ram QA Form

Model	TR10N-75	Customer	ALTITUDE RECY. /CITY OF CASPER WY	
Invoice #	101641	Order date	8/29/2018	
Job #	8706	Voltage	480	
Serial #	8706-	Hz.	60	Phase 3

Main Ram & Cylinder cont.

Cylinder mounting block welded _____
 Trunnion mount bolts torqued _____
 Trunnion blocks welded _____
 Cylinder sleeve welded _____
 PH aligned in frame _____
 Cylinder properly aligned _____
 Guidebar bolts tightened _____
 Holddown rollers installed _____
 Shearblade shimmed to head _____
 Ram at eject safety switch _____
 Safety switch set and tightened _____
 Laser target welded _____
 Laser target painted _____
 Laser aligned and bolts tight _____
 Laser cable secure _____
 Cylinder pressure check 5 min Fw _____
 Cylinder pressure check 5 min Rev _____
 Leakage at Rod Seal _____
 Leakage at Rod Gage Port _____

Ejector Head & Cylinder

Cylinder size 8 x 62 x 5.5 Manufacturer _____
 Part # _____ Serial # _____
 Hose connections correct _____
 Cylinder pins properly secured _____
 Cylinder sleeve welded _____
 Trunnion mounts welded _____
 Cylinder properly aligned _____
 Ejector head properly aligned _____
 Lag points installed on frame _____
 Ejector housing bolts installed _____
 Alignment blocks installed _____
 Home safety switch installed _____
 Laser target welded _____
 Laser target painted _____
 Laser aligned and bolts tight _____
 Laser cable secure _____
 Cylinder pressure check 5 min Fw _____
 Cylinder pressure check 5 min Rev _____

IBC Final Two Ram QA Form

Model	TR10N-75	Customer	ALTITUDE RECY. /CITY OF CASPER WY		
Invoice #	101641	Order date	8/29/2018		
Job #	8706	Voltage	480		
Serial #	8706-	Hz.	60	Phase	3

Leakage at Rod Seal _____
 Leakage at Rod Gage Port _____

Bale Door & Cylinder

Cylinder size 6 x 60 x 3.5 Manufacturer _____
 Part # _____ Serial # _____
 Hose connections correct _____

Bale Door & Cylinder Cont.

Cylinder pins properly secured _____
 Cylinder mounts welded _____
 Cylinder properly aligned _____
 Door properly aligned _____
 Wear strips behind door _____
 Door saftey switch mounted _____
 Safety switch adjusted and tight _____
 Laser target welded _____
 Laser target painted _____
 Laser aligned and bolts tight _____
 Laser cable secure _____
 Paint behind door _____
 Cylinder pressure check 5 min Fw _____
 Cylinder pressure check 5 min Rev _____
 Leakage at Rod Seal _____
 Leakage at Rod Gage Port _____

Tier system

Manufacturer _____ Model _____ Serial # _____
 Guage wire _____ UL # _____
 Hose connections correct _____
 Mounting bolts secure _____
 Mounting plates welded _____
 No leaks at tier _____
 Panel properly mounted _____
 Diverter plate installed _____

General Machine

Corners & sharp edges ground _____
 Tacs & welds ground _____
 Bolts ground off in hopper _____

IBC Final Two Ram QA Form

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Invoice #	101641	Order date	8/29/2018		
Job #	8706	Voltage	480		
Serial #	8706-	Hz.	60	Phase	3

Hopper door operates freely _____

Hopper door latch complete _____

Casteel locks installed _____

Pack & panels mounted proper _____

Lag points on frame _____

Cover plates fit proper _____

Handles welded on covers _____

Eject safety view port installed _____

Door guards properly installed _____

Welds compete & satisfactory _____

Junction boxes grounded _____

General Machine Cont.

Sealtight fittings tight _____

Sealing rings installed _____

Lock rings tight _____

Chaffe bushings installed _____

Machine Functions

Touch screen initialized _____

Time & date set on TS _____

Temp trans reads proper at TS _____

Press trans reads proper at TS _____

Filter press reads proper at TS _____

Main ram manual frwd. & rev. _____

Main ram laser reads proper Home pos. reading _____ Full frwd reading _____

Main ram cycle time proper _____

Eject laser position set _____ Eject positon _____

Eject ram manual frwd. & rev. _____

Eject laser reads proper Home pos. reading _____ Full frwd reading _____

Eject ram cycle time proper _____

Bale door manual frwd. & rev. _____

Bale door laser reads proper Home pos. reading _____ Full frwd reading _____

Bale door cycle time proper _____

Bale door con. Factor set _____

Mach. Functions motor #1 only _____

Mach. Functions motor #2 only _____

Mach. Functions both motors _____

Hour meter at TS working _____

Manual ties at tier _____

IBC Final Two Ram QA Form

Model	TR10N-75	Customer	ALTITUDE RECY. /CITY OF CASPER WY		
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Serial #	8706-	Hz.	60	Phase	3

Automatic ties at tier _____

Ejector pushbutton at tier _____

Strap button at baler works _____

Manual eject position ties _____

Oil heater functions _____

Oil cooler functions _____

Stack light function C A B R

Estop circuit functions _____

Estop inputs to alarm screen _____

Machine in auto _____

Cycle start button _____

Machine Functions Cont.

Cycle stop button _____

Lower eye cycles baler in auto _____

Conveyor on / off switch _____

Upper eye stops conveyor _____

Jog conveyor starts conv. _____

Eye delay lower _____ upper _____

Eyes properly aligned and tight _____

Check Ewan connection _____

High temp. shut down alarm _____

Low oil shut down alarm _____

Main motor fault alarm _____

Tier motor fault alarm _____

Circulation motor fault alarm _____

Cooler fan motor fault alarm _____

Continuous cycle alarm _____

High pressure shut down alarm _____

Alarm horn _____

Machine and HPU free of leaks _____

Paint color _____ Blue

Mechanics built by _____

Q.A.ed by _____ Date _____

Options

Stamper _____

Speacial 3 sided extention hopper _____

IBC Final Two Ram QA Form

Model	TR10N-75	Customer	ALTITUDE RECY. /CITY OF CASPER WY		
Invoice #	101641	Order date	8/29/2018		
Job #	8706	Voltage	480		
Serial #	8706-	Hz.	60	Phase	3

All issues adressed and satisfactory _____ Date _____

Initial complete

Shipping Checklist

- _____ Control power keys on disconnect rod
- _____ Casteel key on disconnect rod
- _____ Serial tag is installed properly
- _____ New electrical and hydraulic schematics in panel
- _____ Box of spare output fuses in panel
- _____ Stack light in panel and receptical sealed
- _____ Quick disconnect pressuer guages in panel Qty. 3
- _____ Hydraulic tank filler port sealed and tight
- _____ Cooler filter installed
- _____ Panels clean and wire covers in place
- _____ All holes in panels plugged and latches secure
- _____ All J box latches secure
- _____ All wire harnesses and posi cons bagged and sealed
- _____ All hoses tagged and bagged
- _____ All Orings bagged in panel
- _____ Cylinder, pipes, and manifolds capped and sealed
- _____ Pressure adjustments siliconed
- _____ Tier keys in tier panel
- _____ Tier test rods boxed and labled in wire feed crate
- _____ Tell tale filter elements Part # 340073 in wire feed crate Qty per HPU
- _____ Exten. hopper bolts, nuts, and washers boxed and labled in wire feed crate
- _____ Conveyor leg bolts, nuts, and washers boxed and labled in wire feed crate
- _____ Ejector mounting bolts, nuts, and washers boxed and labled in wire feed crate
- _____ Bolts for platforms, handrails and stairs boxed labled in wire feed crate
- _____ Conveyor sealtight fittings bagged in panel
- _____ Conveyor holes knocked out in panel

IBC Final Two Ram QA Form

Model	<u>TR10N-75</u>	Customer	<u>ALTITUDE RECY. /CITY OF CASPER WY</u>		
Invoice #	<u>101641</u>	Order date	<u>8/29/2018</u>		
Job #	<u>8706</u>	Voltage	<u>480</u>		
Serial #	<u>8706-</u>	Hz.	<u>60</u>	Phase	<u>3</u>

- All loose hoses in wire feed crate
- Box of tools shipped with tier in wire feed crate
- All cover plates and guards bolted in place
- Tape removed from lasers and laser targets
-
-
-
-
-
-
-

Shipping check off list completed _____ Date _____

EXHIBIT C

Job No. _____ Model _____ Date _____

Installation of Trunnion Mounted Cylinders and Pressheads

Introduction: It is critical to the functionality of the baler that both ends of the cylinder are properly centered. Equally important will be the fit of presshead inside the baler. This section will provide procedures required for each of the following:

- Trunnion Mounted Cylinder Installation
- Centering the Cylinder
- Presshead Wear Pad Installation
- Wear Pad Shims
- Presshead Face Plates, Striker Bar and Cylinder Pin
- Presshead into Baler Frame
- Trunnion Mount Torque Procedure
- Cylinder to Presshead
- Guide Bar Installation

Trunnion Mounted Cylinder Installation procedure

Step	Action
1	Verify bolt holes in trunnion mounts are clean. Blow out and chase threads with thread tap if necessary.
2	Sand area where trunnion mounts are to be mounted to insure surfaces are flat and smooth.
3	Bolt one trunnion block in place leaving bolts loose.
4	Apply anti-seize to trunnion mounting holes.
5	Apply anti-seize to trunnions on cylinder:
6	Install cylinder into mounted trunnion block.
7	Apply anti-seize to second trunnion mount hole and install leaving bolts loose.

Procedure completed by: _____

Centering the Cylinder Procedure

Step	Action
1	Bolt the proper hydraulic fittings for jenny hook-up onto the cylinder. Note: Insure fittings are clean and o-rings are fitted properly before bolting to cylinder. Never leave cylinder ports open to air, keep covered.
2	Hook jenny up to cylinder.
3	With cylinder supported by A-frame, run the cylinder out and in once to insure it's filled with oil.

Procedure continued on next page

Centering the Cylinder Procedure (continued)

Step	Action						
4	Run the cylinder all the way out and retract one inch.						
5	Using a tape measurer, center the rod end and the rear of the cylinder in the baler.						
6	Once the cylinder is centered, tighten the trunnion mount bolts and recheck the measurements to insure cylinder has remained centered... <table border="1" data-bbox="308 565 1310 710" style="margin: 10px auto;"> <thead> <tr> <th>If</th> <th>Then</th> </tr> </thead> <tbody> <tr> <td>cylinder remained centered</td> <td>procedure is complete</td> </tr> <tr> <td>cylinder did not remain centered</td> <td>repeat steps 5 and 6 until cylinder remains centered</td> </tr> </tbody> </table>	If	Then	cylinder remained centered	procedure is complete	cylinder did not remain centered	repeat steps 5 and 6 until cylinder remains centered
If	Then						
cylinder remained centered	procedure is complete						
cylinder did not remain centered	repeat steps 5 and 6 until cylinder remains centered						

Procedure completed by: (Print & Sign Name) _____

Presshead Wear Pad Installation Procedure

Introduction: Wear pads must fit flat against the surface of the presshead. Any obstructions that cause the wear pad to protrude more in one spot than another will cause an improper fit of the pad.

Step	Action
1	With presshead upside down, sand areas where pads are to be bolted to insure a flat and smooth surface.
2	Position wear pad and make sure bolt holes lined up properly. Note: It may be necessary to bevel the front edge of the pad to accommodate the weld across the front of the presshead.
3	Using lock nuts and the appropriate length bolts, bolt the wear pads on. Note: Bolts must have a minimum of two threads exposed outside of the locknut.
4	Weld keepers in front and rear of rear pads and on rear of front pad. Note: Keepers are to be ¼ inch thick to allow pad to wear.
5	Stand presshead up on its face for mounting side wear pads. Repeat steps 2 and 3 when mounting side wear pads.
6	Using straight edges, measure the width of the presshead at the front and rear in several places. Write the measurements on the head so that you can refer back to them. Note: These measurements will be used in the Wear Pad Shim Procedure.

Procedure completed by: (Print & Sign Name) _____

Wear Pad Shim Procedure

Introduction: It is important to understand that the presshead should fit in the baler as perfectly as possible. The purpose shimming the wear pads is to prevent any side to side or twisting movement of the presshead inside the baler.

Step	Action						
1	Measure the inner width of the baler frame in several locations from back to front and bottom to top. Write these measurements in the frame so you can refer back to them.						
2	Compare the inner dimensions of the baler frame to the outer dimensions of the presshead to determine the amount of shim to use.						
3	Remove the wear pads and shim by the amount as determined in step 2.						
4	Using lock nuts and the appropriate length bolts, bolt the shimmed wear pads on. Note: Bolts must have a minimum of two threads exposed outside of the locknut.						
5	Using straight edges, measure the width of the presshead at the front and rear to verify a proper fit when installed in the baler. <table border="1" data-bbox="306 897 1318 1079"> <thead> <tr> <th>If</th> <th>Then</th> </tr> </thead> <tbody> <tr> <td>the presshead will fit properly in the baler</td> <td>procedure is complete</td> </tr> <tr> <td>the presshead <i>will not</i> fit properly in the baler</td> <td>repeat steps 2 through 5 until a proper fit is obtained</td> </tr> </tbody> </table>	If	Then	the presshead will fit properly in the baler	procedure is complete	the presshead <i>will not</i> fit properly in the baler	repeat steps 2 through 5 until a proper fit is obtained
If	Then						
the presshead will fit properly in the baler	procedure is complete						
the presshead <i>will not</i> fit properly in the baler	repeat steps 2 through 5 until a proper fit is obtained						

Procedure completed by: (Print & Sign Name) _____

Presshead Face Plates, Striker Bar and Cylinder Pin Procedure

Step	Action
1	With presshead turned right side up, check the faceplates to insure that they are even and they allow a minimum of 1/8 inch of clearance for the side wear pads.
2	Verify that the faceplates at the wire slots have a minimum of 3/16 inch of clearance and the ends are rounded and smooth.
3	Remove the striker bar and sand any burrs at the holes or edges.
4	Inspect striker bar mounting surface and sand smooth if needed.
5	Blow out bolt holes and bolt striker bar down using red thread lock (<i>loctite</i>).

Procedure continued on next page

Presshead Face Plates, Striker Bar and Cylinder Pin Procedure (continued)

Step	Action						
6	<p>Insert cylinder pin into press head center bars to insure it goes in easily and moves smoothly.</p> <table border="1"> <thead> <tr> <th>If</th> <th>Then</th> </tr> </thead> <tbody> <tr> <td>the pin goes in smoothly</td> <td>procedure is complete</td> </tr> <tr> <td>does not go in smoothly</td> <td>use a flapper wheel to sand the inside of the center bar hole until the pin goes in smoothly</td> </tr> </tbody> </table> <p>Note: If sanding inside the center bar holes is necessary, use take care not to remove more material than is required as this could cause excessive play in the pin.</p>	If	Then	the pin goes in smoothly	procedure is complete	does not go in smoothly	use a flapper wheel to sand the inside of the center bar hole until the pin goes in smoothly
If	Then						
the pin goes in smoothly	procedure is complete						
does not go in smoothly	use a flapper wheel to sand the inside of the center bar hole until the pin goes in smoothly						

Procedure completed by: (Print & Sign Name) _____

Presshead into Baler Frame procedure

Step	Action						
1	Secure the bale dogs outside of the chamber.						
2	Measure from the floor of baler frame to the bottom of the shear blade at each end. Notate this measurement.						
3	Measure from the bottom press head to top of the striker bar at each end and notate this measurement.						
4	<p>Use the measurement taken in steps 1 and 2 to determine if the presshead will fit under the shear blade.</p> <table border="1"> <thead> <tr> <th>If</th> <th>Then</th> </tr> </thead> <tbody> <tr> <td>the presshead will fit</td> <td>proceed to step 5</td> </tr> <tr> <td>the presshead <i>will not</i> fit</td> <td>inform your supervisor so further instruction can be given</td> </tr> </tbody> </table>	If	Then	the presshead will fit	proceed to step 5	the presshead <i>will not</i> fit	inform your supervisor so further instruction can be given
If	Then						
the presshead will fit	proceed to step 5						
the presshead <i>will not</i> fit	inform your supervisor so further instruction can be given						
5	Install presshead into baler frame far enough to attach the cylinder to the presshead.						

Procedure continued on next page

Presshead into Baler Frame procedure (continued)

Step	Action						
6	<p>Line up cylinder hole with holes in presshead center bars, spray holes with anti-seize.</p> <table border="1"> <thead> <tr> <th>If</th> <th>Then</th> </tr> </thead> <tbody> <tr> <td>the cylinder rod lines up properly</td> <td>proceed to step 7</td> </tr> <tr> <td>the cylinder rod <i>does not</i> line up properly</td> <td>inform your supervisor so further instruction can be given</td> </tr> </tbody> </table> <p>Note: If the cylinder rod that has been centered does not line up with presshead center bars, do not force or pry on it.</p>	If	Then	the cylinder rod lines up properly	proceed to step 7	the cylinder rod <i>does not</i> line up properly	inform your supervisor so further instruction can be given
If	Then						
the cylinder rod lines up properly	proceed to step 7						
the cylinder rod <i>does not</i> line up properly	inform your supervisor so further instruction can be given						
7	<p>Insert the cylinder pin with the proper keepers.</p> <table border="1"> <thead> <tr> <th>If</th> <th>Then</th> </tr> </thead> <tbody> <tr> <td>the pin fits properly</td> <td>procedure is complete</td> </tr> <tr> <td>the pin does not fit properly</td> <td>inform your supervisor so further instruction can be given</td> </tr> </tbody> </table> <p>Note: It should never be necessary to use a porta-power or a jack to install the cylinder pin.</p>	If	Then	the pin fits properly	procedure is complete	the pin does not fit properly	inform your supervisor so further instruction can be given
If	Then						
the pin fits properly	procedure is complete						
the pin does not fit properly	inform your supervisor so further instruction can be given						

Procedure completed by: (Print & Sign Name) _____

Trunnion Mount Torque Procedure

Introduction: This procedure is to be completed *only* if cylinder and presshead have been installed and are proven to line up properly.

Step	Action						
1	<p>Using the specified torque wrench, torque each of the trunnion mount bolts using the following specifications:</p> <table border="1"> <thead> <tr> <th>If</th> <th>Then</th> </tr> </thead> <tbody> <tr> <td>The trunnion mount bolts are 1 inch grade 8</td> <td>Torque to 682 foot pounds</td> </tr> <tr> <td>The trunnion mount bolts are 1 1/4 inch grade 8</td> <td>Torque to 938 foot pounds</td> </tr> </tbody> </table>	If	Then	The trunnion mount bolts are 1 inch grade 8	Torque to 682 foot pounds	The trunnion mount bolts are 1 1/4 inch grade 8	Torque to 938 foot pounds
If	Then						
The trunnion mount bolts are 1 inch grade 8	Torque to 682 foot pounds						
The trunnion mount bolts are 1 1/4 inch grade 8	Torque to 938 foot pounds						

Procedure continued on next page

Trunnion Mount Torque Procedure *(continued)*

Step	Action
2	Mark the bolts to indicate they've been torqued.
3	Install the trunnion mount stop blocks by grinding the primer paint away from the area they are to be located.
4	Clamp the stop blocks into position and tack weld.
5	Blocks are to be welded by a qualified welder. Note: Stop blocks require 3 welded passes each.

Procedure completed by: *(Print&SignName)* _____

Guide Bar Installation procedure

Step	Action
1	With jenny, run presshead under the shear blade to determine the highest spot on the presshead.
2	Using the proper shims, shim the shear blade as close as possible to the presshead.
3	Place the guide bars on the presshead and clamp them to the baler frame.
4	Starting at the shear blade, tack the guide bars to the baler wall using the highest spot on the presshead as a guide. Repeat this action while moving the presshead with the jenny to insure the highest spot of the presshead is under the portion of the guide bar being tacked. Note: Tacks on guide bars should be approximately every 2 feet.
5	Once guide bars are properly tacked in place, drill holes the same size as the holes in the guide bars through the baler frame.
6	Bolt the guide bars in place with locknuts and socked head cap screws of the proper length. Note: Bolts must have a minimum of two threads exposed outside of the locknut.
7	Once guide bars are bolted, grind the tacks holding them off and install guide bar blocks over the first and third bolts starting at the shear blade. Note: The blocks should be ½ inch thick and approximately 2" x 2". They are to be welded to the baler frame on top of the guide bar above the first and third bolt.

Procedure completed by: *(Print&SignName)* _____

APPROVAL AS TO FORM

I have reviewed the attached *Agreement for the Purchase, Sale and Installation of Baler Equipment*, and approve it as to form on behalf of the City of Casper, Wyoming.

Dated: February 8, 2019.



Wallace Trembath III
Deputy City Attorney

RESOLUTION NO. 19-25

A RESOLUTION AUTHORIZING AN AGREEMENT WITH ALTITUDE RECYCLING EQUIPMENT, LLC., FOR THE PROCUREMENT AND INSTALLATION OF BALING SYSTEM AT THE CASPER SOLID WASTE FACILITY PROJECT NO. 18-059.

WHEREAS, the City of Casper desires to procure and install a baling system at the City of Casper Solid Waste Facility to be used in the Materials Recovery Facility (MRF); and,

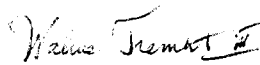
WHEREAS, Altitude Recycling Equipment, LLC., is able and willing to provide those services, specified as the Casper MRF Baling System, Project No. 18-059; and,

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, an agreement with Altitude Recycling Equipment, LLC., for those services.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions throughout the project, retaining those amounts prescribed by the agreement, equal to a total amount not to exceed Four Hundred Seventy-Two Thousand Three Hundred Fifty and 00/100 Dollars (\$472,350.00).

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2019.

APPROVED AS TO FORM:



ATTEST:


CITY OF CASPER, WYOMING
A Municipal Corporation


Fleur D. Tremel
City Clerk

Charles Powell
Mayor

Raven Industries, Inc.
Casper Bafefill Closure, Geosynthetics Manufacturer
Project No. 17-039

October 3, 2018

MEMO TO: J. Carter Napier, City Manager 

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

SUBJECT: Accepting a Utility Easement from Natrona County School District No. 1
For Maintenance of Underground Utilities within the Natrona County High School
Campus

Meeting Type & Date
Regular Council Meeting
February 19, 2019

Action type
Resolution

Recommendation:
That Council, by resolution, accept a utility easement from Natrona County School District No. 1 for maintenance of underground utilities within the Natrona County High School campus.

Summary:
With the expansion and remodel of Natrona County High School, the City of Casper agreed to vacate streets within the new campus setting. In order to continue to maintain City infrastructure, including water mains, sewer mains, and storm sewer mains, easements are required where the streets are being vacated and where the public utilities were re-routed. The easement allows the City of Casper to construct, maintain, repair, and/or replace the underground utilities as may be required.

Financial Considerations
N/A

Oversight/Project Responsibility
Andrew Beamer, P.E., Public Services Director

Attachments
Resolution
Utility Easement

PUBLIC SIDEWALK EASEMENT

THIS EASEMENT AGREEMENT MADE by Natrona County School District No. 1, 970 North Glenn Road, Casper, Wyoming 82601, hereinafter referred to as "Grantor," and the City of Casper, Wyoming, a municipal corporation, 200 North David, Casper, Wyoming 82601, hereinafter referred to as "Grantee."

RECITAL

WHEREAS, Grantee has requested that Grantor provide to Grantee a non-exclusive easement for a public sidewalk as described on Exhibit "A" attached hereto.

NOW, THEREFORE, the parties hereby agree as follows:

1. **GRANT OF EASEMENT; CONDITIONS.** Grantor does hereby convey unto the Grantee, its successors and assigns, for the benefit of Grantee, a non-exclusive easement more particularly described on Exhibit "A" attached hereto and made a part hereof, for the purposes of a public sidewalk. The easement shall burden Grantor's property and benefit Grantee, its successors and assigns. Grantor provides no warranty of title and this easement is subject to reservations, restrictions, covenants and conditions of record and all rights of way and easements, whether of record or not. The Grantee shall not use the easement for any use prohibited by or in violation of the terms of this agreement or applicable laws, rules or regulations.

2. **RESERVATION.** Grantor reserves unto itself such rights in the easement property for any purpose which does not interfere with the easement granted herein, and to create and grant such other easements, rights and privileges in, on, under, or across the easement to such persons and for such purposes as Grantor may elect, provided that the purposes of any such additional easements, rights and privileges shall not be inconsistent or interfere with the easement granted herein.

3. **TERM OF EASEMENT.** The term of the easement shall be for so long as the easement is used for the purpose described in paragraph 1. If the easement is no longer used for the purpose described in paragraph 1 or is abandoned in writing by the Grantee and recorded in the office of the Natrona County Clerk, then the easement shall automatically and unconditionally terminate and revert to the then owner or owners of the property burdened by the easement.

4. **LIABILITY.** The Grantor and Grantee do not waive any right or rights they may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 *et seq.*, by entering into this agreement and they hereby specifically reserve the right to assert any and all rights, immunities, and defenses they may have pursuant to the Wyoming Governmental Claims Act.

5. **NOTICES.** All notices required or permitted hereunder shall be given by overnight courier delivery, certified mail (return receipt requested), or hand delivery, directed as follows:

To Grantor: Natrona County School District No. 1
970 North Glenn Road
Casper, Wyoming 82601

To Grantee: City of Casper
Attention: City Manager
200 North David
Casper, Wyoming 82601

Notices shall be effective only upon actual receipt at the address provided above. Either party, by notice given as provided above, may change the address to which future notices should be sent.

6. **RECORDING.** This agreement and any amendments hereto, shall be recorded by the Grantee at its expense in the real property records of Natrona County, Wyoming.

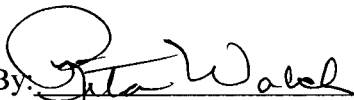
7. **RUNNING OF BENEFITS AND BURDENS; VALIDITY.** All provisions of this agreement, including the benefits and burdens, are appurtenant to and run with the land and are binding upon and inure to the benefit of the successors and assigns of the parties hereto.

If any provision of this agreement or the application thereof to any person or situation, to any extent, shall be held invalid or unenforceable, the remainder of this agreement and the application of such provision to persons or situations other than those to which it shall have been held invalid or unenforceable, shall not be affected thereby, but shall continue valid and unenforceable to the fullest extent permitted by law.

8. **EFFECTIVE DATE.** The effective date of this agreement shall be the later date of the dates this agreement is executed by Grantor and Grantee below.

GRANTOR:
NATRONA COUNTY SCHOOL
DISTRICT NO. 1

GRANTEE:
City of Casper, Wyoming
A Wyoming Municipal Corporation

By: 
Rita Walsh, Chairman,
Board of Trustees

By: _____
Charles Powell, Mayor

Date: 1-14-19

Date: _____

Attest:

City Clerk

Approved as to Form:

Wallie Truitt

City Attorney

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me on _____, 2019 by Rita Walsh as the Chairman of the Board of Trustees of Natrona County School District No. 1.

NOTARY PUBLIC

My commission expires:

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me on _____, 2019, by Charles Powell, as Mayor of the City of Casper, Wyoming.

NOTARY PUBLIC

My commission expires:



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

December 6, 2018
Page 1 of 3

Natrona County School District
1038 N Glenn Road
Casper, Wyoming 82601

W.O. No.: 16670

Description: (0.253 Acre Parcel)

A Parcel located in and being a portion of Kelly Walsh Senior High School Addition and located in the NW1/4SW1/4, Section 12, 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 most southerly corner of said Parcel and a point in the northerly line of East 12th Street and the southerly line of Kelly Walsh Senior High School Addition and from which point the southwest corner of said Kelly Walsh Senior High School Addition bears S88°57'35"W, 1932.66 feet; thence from said Point of Beginning, N0°59'46"W, 210.25 feet to a point; thence, N29°43'44"W, 51.95 feet to a point; thence, N0°00'00"E, 37.40 feet to a point; thence, N3°33'46"W, 47.53 feet to a point; thence, N0°45'22"W, 162.28 feet to a point; thence, N0°56'52"W, 70.14 feet to a point; thence, S89°09'10"W, 11.54 feet to a point; thence, N0°50'50"W, 20.00 feet to a point; thence, N89°09'10"E, 11.51 feet to a point; thence, N0°56'52"W, 60.24 feet to a point; thence, N2°23'51"W, 55.93 feet to the beginning of a non-tangential curve; thence along the arc of a true curve to the left and having a radius of 367.81 feet, and the long chord of which bears N6°54'30"W, 26.00 feet, through a central angle of 4°03'04", 26.01 feet to a point of intersection with a non-tangential line; thence, N10°06'53"W, 14.29 feet to the beginning of a curve; thence along the arc of a true curve to the right and having a radius of 61.50 feet, and the long chord of which bears N10°08'14"E, 42.58 feet, through a central angle of 40°30'14", 43.48 feet to a point of intersection with a tangent line; thence, N30°23'21"E, 7.69 feet to the beginning of a non-tangential curve; thence along the arc of a true curve to the left and having a radius of 39.15 feet, and the long chord of which bears N6°23'10"E, 31.73 feet, through a central angle of 47°48'51", 32.67 feet to the beginning of a non-tangential curve; thence along the arc of a true curve to the left and having a radius of 44.21 feet, and the long chord of which bears N37°22'29"W, 36.97 feet, through a central angle of 49°25'44", 38.14 feet to a point of intersection with

Natrona County School District, 0.253 Acre Parcel
Page 2 of 3

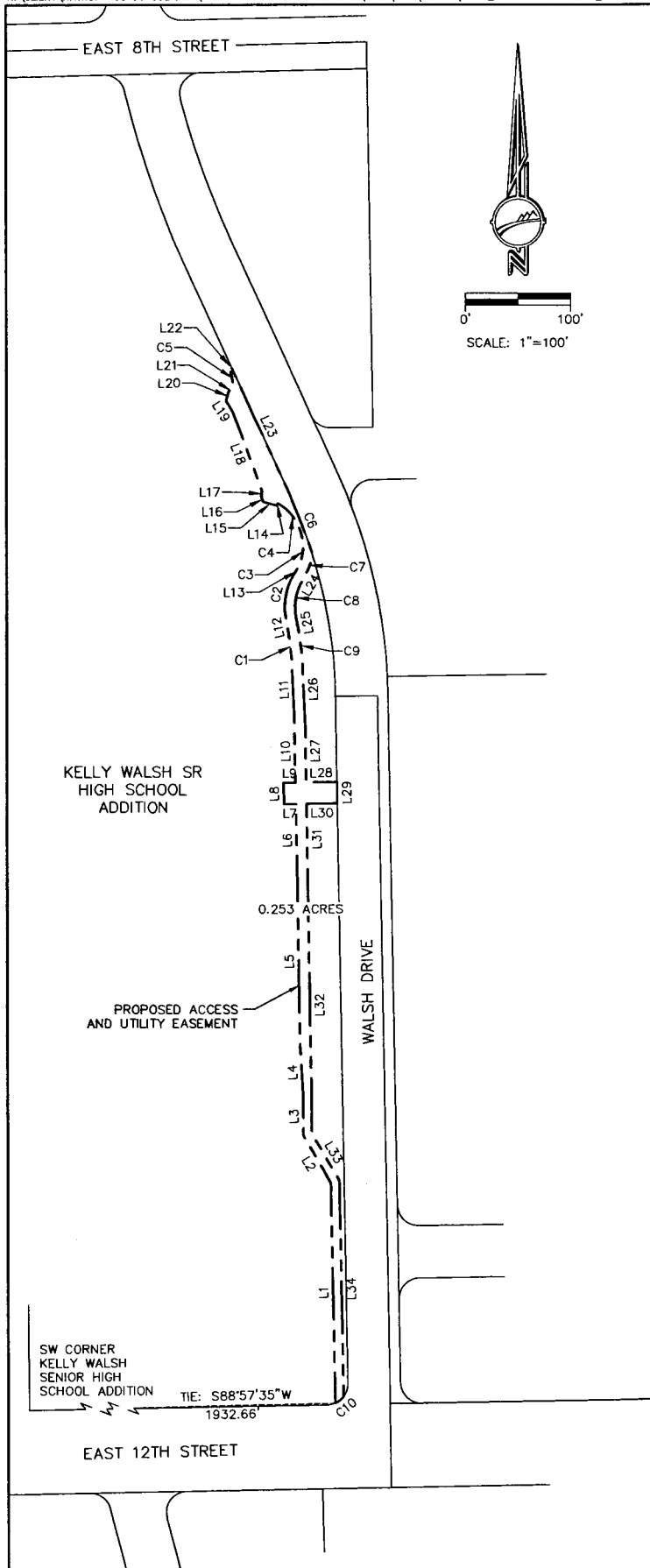
a non-tangential line; thence, S27°54'39"W, 2.36 feet to a point; thence, N73°42'12"W, 13.01 feet to a point; thence, N23°30'32"W, 4.65 feet to a point; thence, N6°40'42"E, 6.00 feet to a point; thence, N20°10'40"W, 80.60 feet to a point; thence, N33°05'59"W, 11.42 feet to a point; thence, N17°05'41"E, 9.68 feet to a point; thence, N67°17'21"E, 3.51 feet to the beginning of a non-tangential curve; thence along the arc of a true curve to the left and having a radius of 40.30 feet, and the long chord of which bears N8°42'41"W, 22.18 feet, through a central angle of 31°57'03", 22.47 feet to a point of intersection with a non-tangential line; thence, N65°33'32"E, 2.13 feet to a point in and intersection with the westerly line of Walsh Drive; thence along said westerly line of Walsh Drive, S24°26'28"E, 134.53 feet to the beginning of a curve; thence continuing along said westerly line of Walsh Drive and along the arc of a true curve to the right and having a radius of 480.00 feet, and the long chord of which bears S20°55'30"E, 58.88 feet, through a central angle of 7°01'56", 58.91 feet to the beginning of a non-tangential curve; thence along the arc of a true curve to the right and having a radius of 52.38 feet, and the long chord of which bears S17°00'32"W, 22.62 feet, through a central angle of 24°56'45", 22.80 feet to a point of intersection with a non-tangential line; thence, S30°23'21"W, 4.55 feet to the beginning of a curve; thence along the arc of a true curve to the left and having a radius of 51.50 feet, and the long chord of which bears S10°08'14"W, 35.65 feet, through a central angle of 40°30'14", 36.41 feet to a point of intersection with a tangent line; thence, S10°06'53"E, 14.39 feet to the beginning of a non-tangential curve; thence along the arc of a true curve to the right and having a radius of 377.81 feet, and the long chord of which bears S6°53'59"E, 27.03 feet, through a central angle of 4°06'00", 27.04 feet to a point of intersection with a non-tangential line; thence, S2°23'51"E, 56.27 feet to a point; thence, S0°56'52"E, 60.38 feet to a point; thence, N89°09'10"E, 29.21 feet to a point in and intersection with said westerly line of Walsh Drive and the easterly line of said Kelly Walsh Senior High School Addition; thence along said westerly line of Walsh Drive and the easterly line of said Kelly Walsh Senior High School Addition, S0°50'50"E, 20.00 feet to a point; thence, S89°09'10"W, 29.17 feet to a point; thence, S0°56'52"E, 70.14 feet to a point; thence, S0°45'22"E, 245.88 feet to a point; thence, S30°00'00"E, 51.17 feet to a point; thence, S0°59'40"E, 205.99 feet to the beginning of a non-tangential curve; thence along the arc of a true

Natrona County School District, 0.253 Acre Parcel
Page 3 of 3

curve to the right and having a radius of 20.00 feet, and the long chord of which bears S50°43'00"W, 10.19 feet, through a central angle of 29°31'30", 10.31 feet to said Point of Beginning and containing 0.253 acres, more or less, as set forth by the plat attached and made a part hereof.

Said Parcel being subject to any and all reservations, easements and rights-of-way of record or as may otherwise exist.

N:\CLIENT\WATRONA CO SCHOOL DIST\16670-NCSD-KWHS EASEMENTS\CIVIL\DWG\DESIGN\KWHS_UTILITY AND ACCESS_EASEMENT.DWG



Segment Table			
No.	Line/Chord Bearing, Distance	Radius	Length
L1	N00°59'46"W, 210.25'		
L2	N29°43'44"W, 51.95'		
L3	N00°00'00"E, 37.40'		
L4	N03°33'46"W, 47.53'		
L5	N00°45'22"W, 162.28'		
L6	N00°56'52"W, 70.14'		
L7	S89°09'10"W, 11.54'		
L8	N00°50'50"W, 20.00'		
L9	N89°09'10"E, 11.51'		
L10	N00°56'52"W, 60.24'		
L11	N02°23'51"W, 55.93'		
C1	N06°54'30"W, 26.00'	367.81'	26.01'
L12	N10°06'53"W, 14.29'		
C2	N10°08'14"E, 42.58'	61.50'	43.48'
L13	N30°23'21"E, 7.69'		
C3	N06°23'10"E, 31.73'	39.15'	32.67'
C4	N37°22'29"W, 36.97'	44.21'	38.14'
L14	S27°54'39"W, 2.36'		
L15	N73°42'12"W, 13.01'		
L16	N23°30'32"W, 4.65'		
L17	N06°40'42"E, 6.00'		
L18	N20°10'40"W, 80.60'		
L19	N33°05'59"W, 11.42'		
L20	N17°05'41"E, 9.68'		
L21	N67°17'21"E, 3.51'		
C5	N08°42'41"W, 22.18'	40.30'	22.47'
L22	N65°33'32"E, 2.13'		
L23	S24°26'28"E, 134.53'		
C6	S20°55'30"E, 58.88'	480.00'	58.91'
C7	S17°00'32"W, 22.62'	52.38'	22.80'
L24	S30°23'21"W, 4.55'		
C8	S10°08'14"W, 35.65'	51.50'	36.41'
L25	S10°06'53"E, 14.39'		
C9	S06°53'59"E, 27.03'	377.81'	27.04'
L26	S02°23'51"E, 56.27'		
L27	S00°56'52"E, 60.38'		
L28	N89°09'10"E, 29.21'		
L29	S00°50'50"E, 20.00'		
L30	S89°09'10"W, 29.17'		
L31	S00°56'52"E, 70.14'		
L32	S00°45'22"E, 245.88'		
L33	S30°00'00"E, 51.17'		
L34	S00°59'40"E, 205.99'		
C10	S50°43'00"W, 10.19'	20.00'	10.31'

DATE: 12-06-18 SHEETS: 1 OF 1	PROPOSED ACCESS AND UTILITY EASEMENT LOCATED IN KELLY WALSH SENIOR HIGH SCHOOL ADDITION CITY OF CASPER, NATRONA COUNTY, WYOMING	30 <small>REVISIONS</small>	Drawn By: <u>MPJ</u> W.D. No.: <u>19970</u> Ck. By: <u>KRM</u> Book No.: Acad File: <u>KWHS_UTILITY AND ACCESS_EASEMENT</u> FOR: NATRONA COUNTY SCHOOL DISTRICT 1038 N GLENN ROAD CASPER, WYOMING 82601
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RESOLUTION NO.19-26

A RESOLUTION APPROVING AND ACCEPTING A PUBLIC SIDEWALK EASEMENT FROM NATRONA COUNTY SCHOOL DISTRICT NO. 1 FOR INSTALLATION OF A SIDEWALK OUTSIDE CITY OF CASPER RIGHT-OF-WAY.

WHEREAS, the City of Casper generally requires sidewalk to be installed within City of Casper right-of-way to allow free pedestrian movement; and,

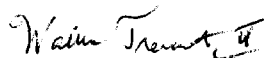
WHEREAS, Natrona County School District No. 1 installed a portion of sidewalk within their property as part of the Kelly Walsh High School expansion and remodel project; and,

WHEREAS, Natrona County School District No. 1 has granted the City of Casper a public sidewalk easement across their property within the Kelly Walsh High School Campus that needs to be approved by the City of Casper.

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 public sidewalk easement from Natrona County School District No. 1, to allow pedestrian movement, more particularly described in said easement, and specifically subject to the conditions set forth therein.

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2019.

APPROVED AS TO FORM:




ATTEST:


CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Charles Powell
Mayor

January 25, 2019

MEMO TO: J. Carter Napier City Manager 

FROM: Andrew B. Beamer, P.E., Public Services Director 
Andrew Colling, Engineering Tech

SUBJECT: Authorizing a Contract for Professional Services with Polished Concrete of Wyoming, in the amount of \$30,770 for the City Hall Flooring, Project No. 19-006.

Meeting Type & Date:
Regular Council Meeting
February 19, 2019

Action Type
Resolution

Recommendation:
That Council, by resolution, authorize a Contract for Professional Services with Polished Concrete of Wyoming (PCOW) in the amount of \$30,770, for the City Hall Flooring, Project No. 19-006. Furthermore, it is recommended that Council authorize a construction contingency account, in the amount of \$5,000, for a total project amount of \$35,770.

Summary:
Proposals were solicited from contractors to remove the existing tile and polish the concrete subfloor in the City Hall lobby. The proposals received are as follows:

<u>CONTRACTOR</u>	<u>BUSINESS LOCATION</u>	<u>QUOTE</u>
PCOW	Laramie, Wyoming	\$30,770

The project includes the removal of the existing tile floor and polishing the concrete subfloor in the City Hall Lobby as part of the City Hall improvements. Work is scheduled to be completed by April 26, 2019.

Financial Considerations:
Funding for this project will be from Buildings.

Oversight/Project Responsibility:
Andrew Colling, Engineering Tech

Polished Concrete of Wyoming
City Hall Flooring
Project No. 19-006

Attachments:

Resolution

Agreement

CONTRACT FOR PROFESSIONAL SERVICES

PART I - AGREEMENT

This Contract for Professional Services ("Contract") is entered into on this 19th day of February 2019, by and between the following parties:

1. The City of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601 ("City").
2. Polished Concrete of Wyoming, 1309 Steele Street, Laramie, Wyoming 82070 ("Contractor").

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

RECITALS

- A. The City is undertaking a project to polish the concrete floors in the City Hall lobby.
- B. The project requires professional services for the removal of the existing floor tile and polishing of the concrete surfacing.
- C. The Contractor represents that it is ready, willing, and able to provide the professional services to City as required by this Contract.
- D. The City desires to retain the Contractor for such services.

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

1. SCOPE OF SERVICES:

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

Contractor shall remove and discard the existing tile floor and polish the concrete sub-floor in the City Hall lobby, as indicated in the attached proposal, Exhibit 'A', and the attached drawing, Exhibit 'B', which is hereby made a part of this Contract. This item shall include, but not be limited to, all tile removal and disposal, epoxy joint sealant, epoxy mortar, grinding, dye, polish, and all other materials, labor, and equipment necessary or incidental to complete the work, in place and accepted by the Engineer.

2. TIME OF PERFORMANCE:

The services of the Contractor shall be undertaken and completed on or before the 30th day of April 2019.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Contractor shall be compensated for services performed in accordance with paragraph 1, not to exceed a lump sum of Thirty Thousand Seven Hundred Seventy Dollars (\$30,770).

4. METHOD OF PAYMENT:

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

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

5. TERMS AND CONDITIONS:

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

6. EXTENT OF CONTRACT:

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

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

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

APPROVED AS TO FORM

Walter Tremel

ATTEST

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Charles Powell
Mayor

WITNESS

CONTRACTOR
Polished Concrete of Wyoming

By: Boyle

By: Freddie

Printed Name: Brandy Boyle

Printed Name: Freddie Gwynn

Title: Admin Asst. City of Casper

Title: Owner

CONTRACT FOR PROFESSIONAL SERVICES

PART II - GENERAL TERMS AND CONDITIONS

1. TERMINATION OF CONTRACT:

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

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

2. CHANGES:

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

3. ASSIGNABILITY:

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

4. AUDIT:

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

5. EQUAL EMPLOYMENT OPPORTUNITY:

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

6. OWNER OF PROJECT MATERIALS:

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

7. FINDINGS CONFIDENTIAL:

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

8. GOVERNING LAW:

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

9. PERSONNEL:

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

10. SUBCONTRACTOR:

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

11. INSURANCE AND INDEMNIFICATION:

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

B. *Minimum Scope and limit of Insurance.*

Coverage shall be at least as broad as:

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

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

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

1. *Additional Insured Status*

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

2. *Primary Coverage*

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

3. *Notice of Cancellation*

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

4. *Waiver of Subrogation*

Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment

of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

5. *Deductibles and Self-Insured Retentions*

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

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

6. *Acceptability of Insurers*

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

7. *Claims Made Policies*

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

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

8. *Verification of Coverage*

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

9. *Subcontractors*

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

10. *Special Risks or Circumstances*

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

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

12. INTENT:

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

13. WYOMING GOVERNMENTAL CLAIMS ACT:

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

14. NO THIRD PARTY BENEFICIARY RIGHTS:

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

EXHIBIT 'A'

POLISHED CONCRETE OF WYOMING

Polished Concrete of Wyoming
Freddie Guynn
1309 Steele Street
Laramie, Wyoming 82070
Office: 307-745-4922
Freddie@Pcow.com
www.Pcow.com

January 20th, 2019

City of Casper Manager's Office
Attn: Lyle Murtha
200 North David Street
Casper, Wyoming 82601
E-mail: lmurtha@stateline7.com

CITY HALL POLISHED CONCRETE PROPOSAL:

This is a proposal to remove existing flooring and polish the concrete on the first floor of City Hall. The work can be completed by the end of April, 2019 due to our heavy work load. The active work areas will be thoroughly masked and blocked off from pedestrians. We begin by removing the flooring. We aggressively wet-grind the concrete into clean substrate to remove all thin-set or glue. The initial grinding will produce a "Heavy Sand / Light Aggregate" appearance. Control joints, large cracks and minor defects will be sawn and repaired with an epoxy joint sealant. Perimeter edging is performed by hand grinders to perform detail honing and polishing. The floor is skim-coated with a cementitious polymer to fill imperfections, fissures and minor defects. We continue wet-honing the floor to remove aggressive scratches. Thoroughly clean the substrate and inspect for defects. Dye the floor as directed and densify the concrete to full rejection. Polish the concrete to a 1,500-grit "High Sheen". All grinding operations are performed wet to insure there is no airborne dust and to fully comply with OSHA's new silica dust regulations. Work will be performed during nights and weekends to allow for the City's daily business to be conducted. This proposal does not include removing or replacing the ceramic base.

FLOORING REMOVAL CAN BE PERFORMED BY THE CITY. DELEATE AS A LINE ITEM FROM THIS PROPOSAL.

CERAMIC TILE / POLISHED & DYED CONCRETE: 1,600 sq.ft. @ \$14.00/sq.ft. \$22,400.00

1. Remove and discard existing ceramic tile: [1,600 sq.ft. @ \$2.00/sq.ft.]
2. Mask walls, doors, fixtures, etc.
3. Install a mock-up to determine dye color.
4. Fill sawn control joints with an epoxy joint sealant.
5. Perform minor repairs and fill divots and gouges using an epoxy mortar.
6. Wet-grind concrete to remove tile mastic and expose "Heavy Sand".
7. Skim-coat the floor to fill cracks and imperfections.
8. Wet-hone the concrete to remove aggressive scratches.
9. Hand-grind walls, door jambs and related areas.
10. Clean the floor to inspect the substrate.
11. Dye the floor as directed.
12. Densify and harden the concrete thoroughly.
13. Polish the concrete to a 1500-grit "High Sheen".
14. Clean the floor and work area thoroughly.
15. Dispose of slurry and waste accordingly into a roll away dumpster.
16. Equipment, Diamonds, Densifier, Epoxy, Consumables, etc.
17. Travel, Per Diem, Lodging, Licenses, etc.

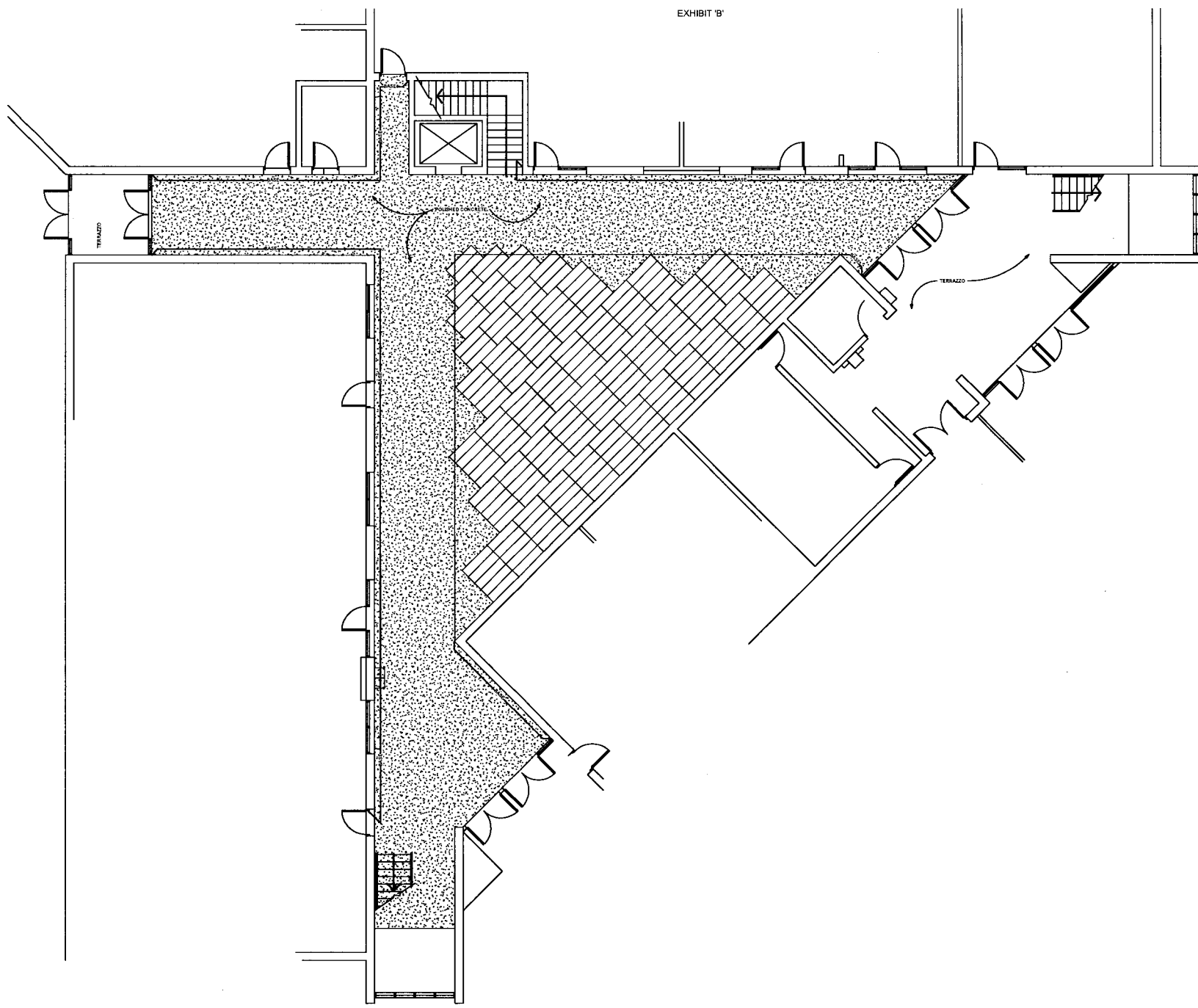
CARPET / POLISHED & DYED CONCRETE: 930 sq.ft. @ \$11.00/sq.ft.

\$10,230.00

1. Remove and discard existing carpet: [930 sq.ft. @ \$2.00/sq.ft.]
2. Mask walls, doors, fixtures, etc.
3. Fill sawn control joints with an epoxy joint sealant.
4. Perform minor repairs and fill divots and gouges using an epoxy mortar.
5. Wet-grind concrete to remove tile mastic and expose "Heavy Sand".
6. Skim-coat the floor to fill cracks and imperfections.
7. Wet-hone the concrete to remove aggressive scratches.
8. Hand-grind walls, door jambs and related areas.
9. Clean the floor to inspect the substrate.
10. Dye the floor as directed.
11. Densify and harden the concrete thoroughly.
12. Polish the concrete to a 1500-grit "High Sheen".
13. Clean the floor and work area thoroughly.

Thank you,
Freddie

EXHIBIT 'B'



Level 1
1/4" = 1'-0"



Project Name
Enter address here



PROJECT NUMBER
Project Number

DATE
08/16/18

DRAWN BY
Author

DISK ID.

SHEET TITLE
Unnamed

SHEET NUMBER

A102

RESOLUTION NO.19-27

A RESOLUTION AUTHORIZING AN AGREEMENT WITH
POLISHED CONCRETE OF WYOMING FOR THE CITY HALL
LOBBY FLOORING PROJECT NO. 19-006.

WHEREAS, the City of Casper desires to remove the existing tile and polish the concrete subfloor for the City Hall Flooring Project; and,

WHEREAS, Polished Concrete of Wyoming is able and willing to provide those services specified as City Hall Lobby Flooring, Project No. 19-006; and,

WHEREAS, it would be in the best interest of the City to expedite changes in the project by allowing the City Manager to sign change orders effecting time extensions of no more than thirty (30) days, dollar amount changes no greater than Five Thousand Dollars (\$5,000) and other project administration related change orders that do not substantially alter the scope of the project.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, an agreement with Polished Concrete of Wyoming, for those services, in the amount of Thirty Thousand Seven Hundred Seventy Dollars (\$30,770).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions throughout the project, retaining those amounts prescribed by the agreement, equal to a total amount not to exceed Thirty Thousand Seven Hundred Seventy Dollars (\$30,770), and Five Thousand Dollars (\$5,000) for a construction contingency account, for a total project amount of Thirty-Five Thousand Seven Hundred Seventy Dollars (\$35,770).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to sign change orders effecting time extensions of no more than thirty (30) days, changes in the dollar amount of the above described agreement not greater than the sum of Five Thousand Dollars (\$5,000) and other project administration related change orders that do not substantially alter the scope of the project.

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2019.

APPROVED AS TO FORM:

Wallie Tremel

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Charles Powell
Mayor

January 29, 2019

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

FROM: Andrew Beamer, P.E., Public Services Director *AB*
Cynthia Langston, P.E., Solid Waste Division Manager
Scott R. Baxter, P.E., Associate Engineer

SUBJECT: Authorizing an Agreement with Western Plains Landscaping, LLC, in the Amount of \$90,000.00, for the Casper Solid Waste Facility Landfill Compactors Storage Building, Project No. 18-074.

Meeting Type & Date
Regular Council Meeting
February 19, 2019

Action type
Resolution

Recommendation
That Council, by resolution, authorize an agreement with Western Plains Landscaping, LLC (dba 3 Cord Construction), for construction of the Casper Solid Waste Facility Landfill Compactors Storage Building, Project No. 18-074, for the base bid amount of \$79,500.00. Furthermore, it is recommended that Council authorize a construction contingency account, in the amount of \$10,500.00, for a total project amount of \$90,000.00.

Summary
On January 29, 2019, three (3) bids were received for the construction of the Casper Solid Waste Facility Landfill Compactors Storage Building Project. The bid for the work is as follows:

<u>CONTRACTOR</u>	<u>LOCATION</u>	<u>BASE BID</u>
Western Plains Landscaping	Casper, Wyoming	\$ 79,500.00
Powder River Construction	Gillette, Wyoming	\$ 86,510.00
TDS Construction	Glenrock, Wyoming	\$101,434.77

The Engineering Office estimate for the project was \$75,000.00.

The Casper Solid Waste Facility has two large compactors with which they compact the trash in the Landfill operation. Recent trends in the industry have moved toward housing compactors within movable buildings to keep them out of winter precipitation and blowing sand/dirt. The Casper Landfill compactors were historically left outside year-round, but in recent years were brought to the existing Landfill Equipment Storage Building. However, the spikes on the compactors damaged some concrete and rotomill surfaces and need to be housed in their own building with no hard surfacing inside or outside. This new project will keep the compactors out of the winter weather and blowing sand, and will result in easy morning start-ups without

causing damage to any hard surfacing.

Plans for the project include installation of block foundation and installation of a pre-fabricated Quonset Style metal building. Construction of the improvements is to be substantially complete by June 1, 2019.

Financial Considerations

Funding for the project will be from budgeted Solid Waste Facility (Landfill) funds.

Oversight/Project Responsibility

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

Attachments

Resolution

Agreement

Bid Form

STANDARD FORM OF
AGREEMENT BETWEEN OWNER AND CONTRACTOR
(Approved by City Attorney, 2004)

THIS AGREEMENT is made between the City of Casper, 200 N. David Street, Casper, WY 82601, hereinafter referred to as the "Owner," and Western Plains Landscaping, LLC (dba 3 Cord Construction), hereinafter referred to as the "Contractor."

WHEREAS, the City of Casper desires to install a new equipment storage building for Landfill Compactors at the Casper Solid Waste Facility; and,

WHEREAS, Western Plains Landscaping, LLC (dba 3 Cord Construction), is able and willing to provide those services specified as the City of Casper, Solid Waste Facility Landfill Compactors Building, Project No. 18-074.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract Documents for the City of Casper, Solid Waste Facility Landfill Compactors Building, Project No. 18-074.

ARTICLE 2. ENGINEER.

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

ARTICLE 3. CONTRACT TIME.

- 3.1 The Work will be substantially completed by June 1, 2019, and completed and ready for final payment in accordance with Article 14 of the General Conditions by June 15, 2019.
- 3.2 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not substantially completed by the time specified in Paragraph 3.1 above, plus any extension thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not substantially completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner Two Hundred Dollars (\$200.00) for each day that expires after the time specified in

Paragraph 3.1 for substantial completion. After Substantial Completion, if the Contractor shall neglect, refuse, or fail to complete the remaining work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by Owner, Contractor shall pay Owner One Hundred Dollars (\$100.00) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment. It is further agreed that such liquidated damages are not a penalty, but represent the parties' best estimate of actual damages.

ARTICLE 4. CONTRACT PRICE.

In Consideration of the performance of the work in accordance with the Contract documents for this Unit Price Contract, Owner shall pay Contractor in current funds a not-to-exceed total contract price of Seventy-Nine Thousand Five Hundred and 00/100 Dollars (\$79,500.00), subject to additions and deductions by Change Order approved by the Owner. The contract fee shall be based on materials actually furnished and installed and services actually provided based on the unit prices contained in the Bid Form and Itemized Bid Schedule, included as Exhibit "A" (pages BF-1 through BF-4, Bid Form and BS-1, Bid Schedule) and by this reference made a part of this Agreement.

ARTICLE 5. PAYMENT PROCEDURES.

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

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

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

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

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

ARTICLE 6. WITHHELD FUNDS.

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

ARTICLE 7. CONTRACTOR'S REPRESENTATIONS.

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

- 7.1 Contractor has familiarized himself with the nature and extent of the Contract documents, Work, locality, and with all local conditions and federal, state, and local Laws and Regulations that in any manner may affect cost, progress, or performance of the Work.
- 7.2 Contractor has studied carefully all reports of investigations and test of subsurface and latent physical conditions at the site or otherwise affecting cost, progress, or performance of the Work

which were relied upon by Engineer in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.

- 7.3 Contractor has made or caused to be made examinations, investigations, and test and studies as he deems necessary for the performance of the Work at the Contract price, within the Contract Time, and in accordance with the other terms and conditions of the Contract documents; and no additional examinations, investigations, tests, reports, or similar data are or will be required by Contractor for such purposes.
- 7.4 Contractor has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the terms and conditions of the Contract documents.
- 7.5 Contractor has given Engineer written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract documents and the written resolution thereof by Engineer is acceptable to Contractor.

ARTICLE 8. CONTRACT DOCUMENTS.

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

- 8.1 This Agreement (Pages SFA-1 to SFA-6, inclusive).
- 8.2 Standard Joint Account Agreement or Letter of Forfeiture waiving same.
- 8.3 Exhibit "A" – Standard Bid Form (Pages BF-1 to BF-4, inclusive) and Bid Schedule (BS-1).
- 8.4 Addenda No. 1,2,3.
- 8.5 Standard Performance and Labor and Material Payment Bonds.
- 8.6 Certificates of Insurance, of Workers' Compensation Coverage, and of Unemployment Insurance Coverage.
- 8.7 Standard General Conditions (Pages 00700-1 to 00700-42, inclusive).
- 8.8 Standard Supplementary Conditions (Pages SSC-1 to SSC-16, inclusive).
- 8.9 General Requirements, consisting of seven (7) sections.
- 8.10 Special Provisions (Section 01810, and SS-1 to SS-10, inclusive).

- 8.11 Notice of Award.
- 8.12 Notice to Proceed.
- 8.13 Minutes of the Pre-Bid Conference, if any.
- 8.14 Shop Drawings and other Submittals furnished by Contractor during performance of the Work and accepted by the Owner.
- 8.15 Any modifications, amendments, and supplements, including Change Orders, issued pursuant to Paragraphs 3.4 and 3.5 of the General Conditions, on or after the effective date of this Agreement.
- 8.16 Certificate of Substantial Completion.
- 8.17 Drawings: S1 – Foundation Design, C1 – General Site Plan

ARTICLE 9. GOVERNMENTAL CLAIMS ACT

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

ARTICLE 10. MISCELLANEOUS PROVISIONS.

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

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

APPROVED AS TO FORM:

(Casper Solid Waste Facility Landfill Compactors Building, Project 18-074)

Walter Tremel

DATED this _____ day of _____, 2019.

ATTEST:

CONTRACTOR:

Western Plains Landscaping, LLC
(dba 3 Cord Construction)
3040 Allendale Blvd.
Casper, WY 82601

By: _____

By: _____

Title: _____

Title: _____

ATTEST:

OWNER:

CITY OF CASPER, WYOMING
A Municipal Corporation

By: _____

By: _____

Fleur D. Tremel

Charles Powell

Title: City Clerk

Title: Mayor

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

TOTAL BASE BID, IN NUMERALS: \$ 79,500.00
TOTAL BASE BID, IN WORDS: Seventy nine thousand
five hundred and 00/100 DOLLARS.

6. Bidder agrees that the work for the City will be as provided above.
7. Bidder accepts the provisions of the Bidding Documents as to liquidated damages in the event of failure to complete the work on time, unless otherwise stated as provided below. Bidder agrees that such liquidated damages are not a penalty and that the amount provided is as close an estimate as possible to actual damages. Any exceptions or objections to this provision are stated in writing and attached hereto by Bidder.
8. The following documents are attached to and made a condition of this Bid:
- A. Required Bid Guaranty in the form of a Bid Bond. (Unless otherwise provided by the City.)
 - B. Itemized Bid Schedule.
 - C. Copy of Certificate of Residency, if bidding as a resident.
9. Communications concerning this Bid shall be addressed to:
- Address of Bidder: 3040 Allendale Blvd
Casper, WY 82601
10. The terms used in this Bid are defined in and have the meanings assigned to them in the General Conditions, except as provided in the Supplementary Conditions and Bidding Documents.

Submitted on January 29, 2018

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

IF BIDDER IS:

AN INDIVIDUAL

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

doing business as: _____

Business Address: _____

Phone Number: _____

A PARTNERSHIP

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

(General Partner)

Business Address: _____

Phone Number: _____

A CORPORATION OR LIMITED LIABILITY COMPANY

By: Western Plains Landscaping LLC dba 3 Cord Construction (seal)
(Corporation's or Limited Liability Company's Name)

WYOMING
(State of Incorporation or Organization)

By: Jesse Snell Vice President (seal)

(Title)

(Seal)

Attest: Jesse Snell

Business Address: 3040 Allendale Blvd
Casper WY 82601

Phone Number: (307) 265 0004

A JOINT VENTURE

By: _____ (seal)
(Name)

(Address)

By: _____ (seal)
(Name)

(Address)

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

BID SCHEDULE
CASPER SOLID WASTE FACILITY LANDFILL COMPACTORS BUILDING
 Project No. 18-074

Bid Date: ~~December 20, 2018~~ **JANUARY 29, 2019**

COMPANY NAME: Western Plains Landscaping LLC dba 3 CORD CONSTRUCTION
 ADDRESS: 3040 Allendale Blvd Casper WY 82601

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

LS = Lump Sum R&R = Remove and Replace LF = Linear Feet F&I = Furnish and Instal!
 SY = Square Yard FA = Force Account CY = Cubic Yard EA = Each

ITEM		BASE BID SCHEDULE			
NO.	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
1	F&I New 50'x100' Quonset-Style Equipment Storage Building	LS	1	79,500.00	79,500.00
TOTAL BASE BID <i>seventy nine thousand five hundred dollars and 00/100</i>					79,500.00

RESOLUTION NO. 19-28

A RESOLUTION AUTHORIZING AN AGREEMENT WITH WESTERN PLAINS LANDSCAPING, LLC, DBA 3 CORD CONSTRUCTION, FOR THE CASPER SOLID WASTE FACILITY LANDFILL COMPACTORS BUILDING, PROJECT NO.18-074.

WHEREAS, the City of Casper desires to construct a new 50'x100' equipment storage building at the Casper Solid Waste Facility; and,

WHEREAS, Western Plains Landscaping, LLC., dba 3 Cord Construction, is able and willing to provide those services specified as the Casper Solid Waste Facility Landfill Compactors Storage Building, Project No. 18-074; and,

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

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, an agreement with Western Plains Landscaping, LLC., dba 3 Cord Construction, for those services, in the amount of Seventy-Nine Thousand Five Hundred and 00/100 Dollars (\$79,500.00).

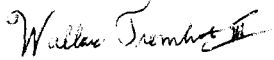
BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments throughout the project, retaining those amounts prescribed by the agreement, equal to a total amount not to exceed Seventy-Nine Thousand Five Hundred and 00/100 Dollars (\$79,500.00), and Ten Thousand Five Hundred and 00/100 Dollars (\$10,500.00) for a construction contingency account, for a total price of Ninety Thousand and 00/100 Dollars (\$90,000.00).

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

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2019.

APPROVED AS TO FORM:

(Casper Solid Waste Facility Landfill Compactors Building, Project No. 18-074)




ATTEST:


CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Charles Powell
Mayor

January 30, 2019

MEMO TO: J. Carter Napier, City Manager 

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

SUBJECT: Authorizing the execution of an M-54 Utility License with the Wyoming Department of Transportation for the installation of a 1.25-inch, HDPE, low pressure sanitary sewer service line to provide sewer service to 5700 South Poplar Street.

Meeting Type & Date

Regular Council Meeting
February 19, 2019

Action type

Resolution

Recommendation

That Council, by resolution, authorize approval of an M-54 Utility License with the Wyoming Department of Transportation for installation of a 1.25-inch, HDPE, low-pressure sanitary sewer service line to provide sewer service to 5700 South Poplar Street.

Summary

Property owners at 5700 South Poplar have requested to obtain sewer service for their property. Sewer service is available by connecting into the 8-inch sewer main located on the east side of South Poplar Street.

Accessing the sewer main from the property requires installation of a 1.25-inch, HDPE, low-pressure sanitary sewer service line under South Polar Street. WYDOT requires an M-54 Utility License for this work to be performed in their right-of-way. While the City will not own this sewer service line, WYDOT requires that consummation of the license agreement be with the owner of the utility.

Financial Considerations

No financial considerations.

Oversight/Project Responsibility

Bruce Martin, Public Utilities Manager

Attachments

Resolution
WYDOT Utility License

**TRANSPORTATION COMMISSION OF WYOMING and its
WYOMING DEPARTMENT OF TRANSPORTATION**

LICENSE

(Municipality – covered by Wyoming Governmental Claims Act)

1. **Parties.** The parties to this License are City of Casper, hereinafter referred to as Licensee, whose physical address is 200 N. David St. Casper, WY 82601 and the **TRANSPORTATION COMMISSION OF WYOMING and its WYOMING DEPARTMENT OF TRANSPORTATION**, whose address is 5300 Bishop Blvd, Cheyenne, WY 82009-3340, hereinafter referred to as Agency.

2. **Purpose of License.** The Licensee is planning the construction of a Pressurized sewer line
1.25-inch IPS inside 2-inch IPS sleeve into manhole

_____ hereinafter referred to as Facility, located in:
Section(s) 29 Township 33N Range 79W County (ies) Natrona
Route WY 252 Milepost (RM) 3.74 Company Tracking Number: N/A

GPS Coordinates:
GPS Datum NAD/83 accuracy to ±30' in decimal/degree format (e.g. Latitude 44.12345, Longitude -106.54321).
For encroachments, attach Form M-54G – *Additional GPS Coordinates* - included in the License packet.

Entering R/W: Latitude 42.796898° Longitude -106.345346°
Exiting R/W: Latitude 42.796934° Longitude -106.344730°

FOR DISTRICT USE ONLY			
ML:		Maint. Section:	Dist. Ref. Number:
FOR UTILITY SECTION USE ONLY			
Company Code:		Folder #:	Direction:
Offset:		Encroach Type:	Facility Type:

3. **Term of License and Required Approvals.** This License is effective when all parties have executed it and authority to proceed has been granted by the Agency.

4. **Responsibilities of Licensee.**

A. Condition of Approval. As a condition of approval for this License, the Licensee agrees to locate the Facility identified by this License at the Licensee’s expense, in accordance with Wyoming Statute § 37-12-301 *et. seq.* Wyoming Underground Facilities Notification Act. The Licensee also agrees to include the nature, location and depth of the Facility on an Engineering Drawing, using three dimensional planes and a datum reference determined by the Agency. If unanticipated or unusual circumstances are encountered during Facility construction which forces a deviation in excess of two (2) feet from the approved horizontal alignment, the Licensee shall contact the respective district maintenance engineer and seek approval prior to making the deviation. The Licensee shall then file an amended exhibit.

B. Plan/Staking Sheet. The Licensee shall attach the Engineering Drawing, and a plan sheet and/or staking sheet showing the proposed facilities to be placed within the Agency’s right-of-way, designated Exhibit “A”, which is attached to and incorporated into this License by this reference. Upon completion of the proposed work, the Licensee shall submit to the Agency “As-Constructed” plans showing the actual location of the facilities within the Agency’s right-of-way. Exhibit “A” and the “As-Constructed” plans shall comply with the *Wyoming Department of Transportation Utility Accommodation Regulation* and the following requirements:

(i) **PLAN VIEW REQUIREMENTS**

- (a) Existing roadway, right-of-way line, right-of-way fence, and cross fences if they are not on the right-of-way line.
- (b) Existing approaches, intersecting roads or streets, drainage ditches, irrigation ditches, pipes, and culverts that have to be crossed
- (c) Existing major utility facilities.
- (d) Proposed Facility alignment with offset distances from either the roadway centerline or right-of-way line.
- (e) Location of existing facilities on the highway right-of-way that are owned and operated by the Company.
- (f) Proposed locations of all support appurtenances such as air relief valves, manholes, pedestals, junction boxes, line marker, vent pipes, guys and anchors, etc.
- (g) Size and/or capacity of the proposed Facility, that is, kV, number of cable pairs, pipe diameter, pipe type, wall thickness (for carrier and casing), product to be carried, max. operating psig, etc.
- (h) Indicate with a highlighter, appropriate symbol, or verbiage (for example, "As-Constructed") the new Facility so that it is easily recognizable for someone reading the drawing(s).
- (i) Legal description: Section, Township, and Range with North Arrow.
- (j) Reference new Facility to the nearest milepost marker using a compass direction and footage. Example: "1231' east of milepost 30."
- (k) All bridge attachments must be reviewed and approved by the WYDOT Bridge Program. Bridge attachments should indicate if the Facility is to be placed in an existing conduit or a new conduit on the bridge. Bridge attachments are addressed in the WYDOT Utility Accommodation Regulation.

(ii) **AERIAL HIGHWAY CROSS SECTION**

- (a) Low sag design clearance above the high point of the roadway.
- (b) Existing or proposed under-built facilities, including those by others.
- (c) Cross section view of the highway right-of-way indicating the location of poles or support structures relative to the roadway centerline or right-of-way lines.

(iii) **BURIED HIGHWAY CROSS SECTION**

- (a) Cross section view of the highway right-of-way at the crossing, showing the depth of the Facility relative to natural ground, roadway drainage ditch, and the roadway template.
- (b) If casing pipe or conduit is used, indicate by dimension where the casing will end.
- (c) If heavy wall thickness pipe is used instead of casing pipe, show where the heavy wall thickness pipe transitions back to normal thickness pipe.

The maximum sheet size shall be eleven inches by seventeen inches (11" x 17"). Use of Agency supplied project plans and cross sections is recommended as most of the above requirements are met, saving time and expense to both parties. Contact the Agency for availability of paper plans and/or electronic design files.

- C. **Facility Placement.** The Facility will be placed in a manner conforming to recognized standards, applicable federal, state, or local laws, codes, ordinances, and regulations; in the exact location shown on the attached "Exhibit A"; and as directed by the Agency. Placing the Facility in a location other than originally approved without obtaining prior Agency approval by submitting a revised "Exhibit A", will void the License.
- D. **Changes.** Any future alterations, modifications, or removals (Adjustments) of the Facility within the highway right-of-way, required and requested by the Agency, shall be completed without delay. These Adjustments will be accomplished *at no expense to the Agency*, unless otherwise provided for by law. Any costs due to delays or lack of response to the Agency or an Agency contractor resulting from the failure of the Licensee to perform the required Adjustments necessitated by a highway construction project or maintenance activities, will be borne by the Licensee.
- E. **Limitations.** This License will not be modified, transferred, or assigned without the written consent of the Agency. This License does not allow for installation of additional facilities, nor does this License set aside a strip of land of specific width for the exclusive use by the Licensee.
- F. **Cancellation or Nullification.** The Licensee is required to notify the Agency in writing to cancel or nullify any issued License if the described Facility is not constructed within the prescribed time limits,

scheduled to be removed, or taken out of service. No Facility will be allowed to be abandoned in place. The Facility must be removed at the time of abandonment.

- G. **Facility Access.** The maintenance, use, inspection, and access to the Facility shall be accomplished from locations outside of the lines of no access or access control. Ingress or egress to and from the Facility from the traveled ways of an access controlled road is hereby expressly forbidden.
 - H. **Traffic Control.** The Licensee agrees to the standards for traffic control as outlined in the Agency's *Traffic Control for Roadway Work Operations* manual, which is incorporated into this License by this reference. Standards developed by the Licensee may be substituted for the cited manual provided they have been approved by the district traffic engineer. The Licensee must cease all operations if they do not comply with traffic control standards. Traffic control plans and road closure plans will be submitted to the Agency's engineer for approval prior to starting any work on highway right-of-way.
 - I. **Contaminated Soil.** Any Licensee installing a new Facility or replacing/upgrading an existing Facility that encounters any type of contaminated soil, will at the Licensee's expense manage the contaminated soil in accordance with current DEQ regulations.
5. **Responsibilities of Agency.** This License is issued pursuant to Wyoming Statute § 1-26-813, Right-of-Way Along Public Ways . . . , and grants permission for the Licensee to occupy a portion of the right-of-way controlled by the Agency. This permission is limited by the type of controlling interest held by the Agency. Responsibility to satisfy any other fee (deeded) interest rests with the Licensee.
6. **General Provisions.**
- (A) **Additional Stipulations.** Additional specific district stipulations may be attached to this form by the Agency as specified by the *Wyoming Department of Transportation Utility Accommodation Regulation*, which is incorporated into this License by this reference. The Licensee agrees to incorporate the applicable requirements into the design of the Facility and assures compliance with these requirements during the construction of the Facility. Non-compliance will void this License.
 - (B) **Ambiguities.** The parties agree that any ambiguity in this License shall not be strictly construed, either against or for either party, except that any ambiguity as to sovereign immunity shall be construed in favor of sovereign immunity.
 - (C) **Amendments.** Any changes, modifications, revisions or amendments to this License which are mutually agreed upon by the parties to this License shall be incorporated by written instrument, executed and signed by all parties to this License.
 - (D) **Applicable Law, Rules of Construction, and Venue.** The construction, interpretation, and enforcement of this License shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms "hereof," "hereunder," "herein," and words of similar import, are intended to refer to this License as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this License and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.
 - (E) **Assignment Prohibited and License Shall Not be Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this License without the prior written consent of the other party. The Licensee shall not use this License, or any portion thereof, for collateral for any financial obligation without the prior written permission of the Agency.
 - (F) **Award of Related Licenses.** The Agency may award supplemental or successor Licenses or permits for work related to this License or may award contracts to other contractors for work related to this License. The Licensee shall cooperate fully with other contractors and the Agency in all such cases.
 - (G) **Construction Methods.** The License is issued with the understanding that conventional construction methods like: trenching, plowing, boring, pole setting by truck, etc. will be used. Activities like blasting, erection of poles or structures by helicopter, and other non-conventional methods will require specific prior approval by the Agency's engineer.
 - (H) **Entirety of License.** This Form M-54 License, consisting of five (5) pages; the attached Exhibits and Additional Stipulations, consisting of the pages stamped thereon; the *Wyoming Department of Transportation Utility Accommodation Regulations*; the Wyoming Department of Transportation's *Traffic*

Control for Roadway Work Operations manual; and the "As Constructed" Plans, represent the entire and integrated License between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this License and the language of any attachment, exhibit, or document incorporated by reference, the language of this License shall control.

- (I) **Indemnification.** Each party to this Contract shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other.
- (J) **Inspectors.** Based upon the complexity, construction methods or other concerns, the Agency may assign part-time or full-time inspector(s) to the Licensee's project. The cost of such inspection will be at the sole expense of the Licensee, and the Agency's District Offices will initiate an *Authority for Rendering Special Services (ARS)*, as provided in *Operating Policy 24-3*.
- (K) **Notices.** All notices arising out of, or from, the provisions of this License shall be in writing and given to the parties at the address provided under this License, either by regular mail, facsimile, or delivery in person.
- (L) **Proof of Insurance.** Licensee is protected by the Wyoming Governmental Claims Act, Wyo. Stat. § 1-39-101, *et seq.*, and certifies that it is a member of the Wyoming Association of Risk Management (WARM) pool or the Local Government Liability Pool (LGLP), Wyo. Stat. § 1-42-201, *et seq.*, and shall provide a letter verifying its participation in the WARM or LGLP to the Agency
- (M) **Sovereign Immunity.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and Agency expressly reserve sovereign immunity by entering into this License and the Licensee expressly reserves governmental immunity. Each of them specifically retains all immunities and defenses available to them as sovereigns or governmental entities pursuant to Wyo. Stat. § 1-39-101, *et seq.*, and all other applicable law. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this License shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.
- (N) **Third-Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this License shall not be construed so as to create such status. The rights, duties, and obligations contained in this License shall operate only between the parties to this License and shall inure solely to the benefit of the parties to this License. The provisions of this License are intended only to assist the parties in determining and performing their obligations under this License.
- (O) **Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this License.
- (P) **Waiver.** The waiver of any breach of any term or condition in this License shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.
- (Q) **Work in Vicinity of Other Utilities.** The Licensee is hereby advised that any work operation in the vicinity of electric power lines shall be in compliance with Wyoming Statute § 37-3-301 *et seq.*, *Wyoming High Voltage Power Lines and Safety Restrictions Act*, and the Licensee is further advised to comply with the provisions of Wyoming Statute § 37-12-301 *et seq.*, *Damage to Underground Public Utilities Facilities*.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

7. **Signatures.** In witness thereof, the parties to this License, either personally or through their duly authorized representatives, have executed this License on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this License.

The effective date of this License is the date of the signature last affixed to this page.

LICENSEE

Charles Powell, Mayor

Printed Name and Title

Signature

Date

(307) 235 - 8224

Office Number

(_____) _____

Mobile Number

E-mail

AGENCY

District Representative Printed Name and Title

Signature

Date

**ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM Standard M-54 Template dated October 25, 2018.
(Original on file.)**

Untitled Map

Write a description for your map.

Legend



-  Feature 1
-  Line Measure

Exhibit "A"

ENT 42.796898, -106.345346

MP 3.74 WY 252

Exit 42.796934, -106.344730

Google Earth

© 2018 Google



100 ft

5700 S Poplar
Exhibit "A"
Page 1 of 2

5700 S. Poplar Street
Casper, WY 82601

Entering Row:

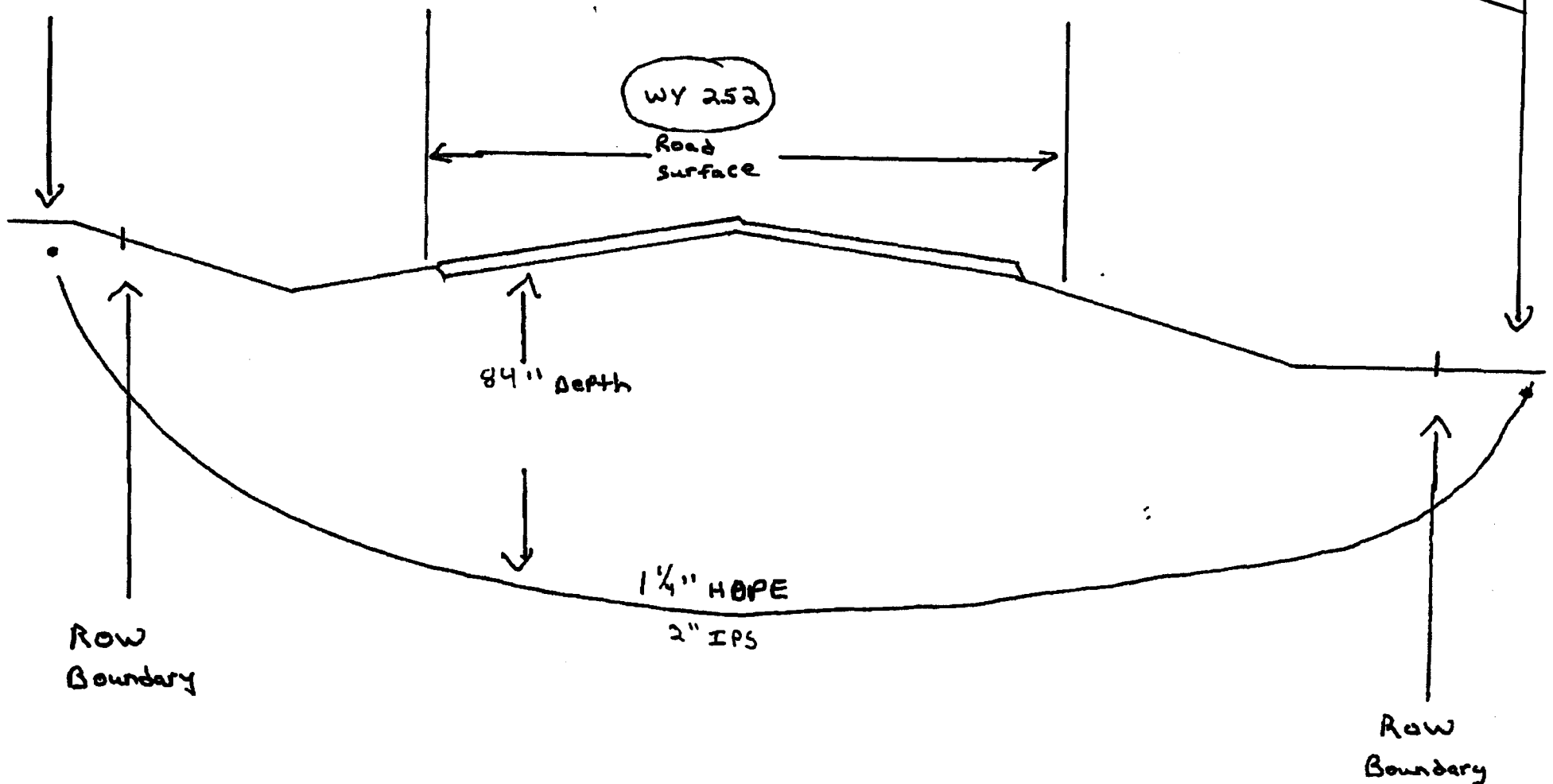
Lat: 42.796998°

Long: -106.345346°

Exiting Row:

Lat: 42.796934°

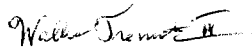
Long: -106.344730°



APPROVAL AS TO FORM

I have reviewed the attached *M-54 Utility License with WYDOT for 5700 South Poplar Street*, and approve it as to form on behalf of the City of Casper, Wyoming.

Dated: January 31, 2019.



Wallace Trembath III
Deputy City Attorney

RESOLUTION NO.19-29

A RESOLUTION AUTHORIZING THE EXECUTION OF AN M-54 UTILITY LICENSE WITH THE WYOMING DEPARTMENT OF TRANSPORTATION FOR THE INSTALLATION OF A 1.25-INCH LOW PRESSURE SANITARY SEWER SERVICE LINE FOR 5700 SOUTH POPLAR STREET.

WHEREAS, the City of Casper desires to install a 1.25-inch, HDPE, low pressure sanitary sewer service line inside of a 2-inch poly casing pipe within Wyoming Department of Transportation right-of-way to provide sanitary sewer service to 5700 South Poplar Street; and,

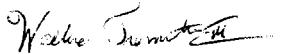
WHEREAS, the Wyoming Department of Transportation requires the City of Casper to execute an M-54 Utility License for the work.

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 an M-54 Utility License with the Wyoming Department of Transportation for the installation of a 1.25-inch, HDPE, low pressure sanitary sewer service line inside of a 2-inch poly casing pipe within Wyoming Department of Transportation right-of-way to provide sewer service to 5700 South Poplar Street.

BE IT FURTHER RESOLVED, that the City Manager, and the Public Services Director for the City of Casper, are hereby designated as the authorized representatives of the City of Casper, to act on behalf of the Governing Body on all matters relating to these documents.

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2019.

APPROVED AS TO FORM:



ATTEST:


CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Charles Powell
Mayor

January 29, 2019

MEMO TO: J. Carter Napier, City Manager 

FROM: Keith McPheeters, Chief of Police
Shane Chaney, Operations Captain 

SUBJECT: Contract for Professional Services with Police Facility Design Group, PA

Meeting Type and Date: February 19, 2019

Action Type: Resolution

Recommendation:

The City Council authorizes the Professional Services Agreement for the design and development of computer models and detailed floor plans that depict potential building designs for a new Casper Police Department Headquarters and Fire-EMS Administration & Headquarters Station No. 1 for an amount not to exceed One Hundred Sixty-Five Thousand nine Hundred Thirty Dollars (\$165,930).

Summary:

The Consultant shall evaluate the current conditions and anticipate needs of both the Police Department and the Fire-EMS Administration and Station No. 1. Consultants are to ultimately provide the assessment and practicality for potential options for both departments. The options to be studied and presented for each department are: 1) remain in the municipal campus setting and provide additions/remodels to current locations; 2) relocate the departments to new sites within proximities appropriate for the utmost functionality; and 3) a combination of one department or the other remaining within the municipal campus while relocating one department or the other to a new location.

Financial Considerations:

Funding for this purchase will come from police department one cent monies.

Oversight/Project Responsibility:

Captain Shane Chaney

Attachments:

Contract for Professional Services

CONTRACT FOR PROFESSIONAL SERVICES

PART I - AGREEMENT

This Contract for Professional Services (“Contract”) is entered into on this _____ day of _____, 2019, by and between the following parties:

1. The City of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601 (“City”).
2. Police Facility Design Group, PA, 500 Grand Boulevard, Suite 201A, Kansas City, Missouri 64106 (“Consultant”).

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

RECITALS

A. The City is undertaking a Phase 1 Feasibility Study and Space Needs Assessment for a new Casper Police Department Headquarters and Fire-EMS Administration & Headquarters Station No. 1.

B. The project requires professional services for the design and development of computer models and detailed floor plans that depict potential building designs for a new Casper Police Department Headquarters and Fire-EMS Administration & Headquarters Station No. 1.

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

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

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

1. SCOPE OF SERVICES:

The Consultant shall perform the following services in connection with and respecting the project as specified in Exhibit A, Feasibility Study and Space Needs Assessment Cost Proposal and in the City’s Request for Proposals, which is hereby made a part of this contract.

Evaluating the current conditions and anticipating needs of both the Police Department and the Fire-EMS Administration and Station No. 1. Consultants are to ultimately provide the assessment and practicality for potential options for both departments. The options to be studied and presented for each department are: 1) remain in the municipal campus setting and provide additions/remodels to current locations; 2) relocate the departments to new sites within proximities appropriate for the utmost functionality; and

3) a combination of one department or the other remaining within the municipal campus while relocating one department or the other to a new location.

2. TIME OF PERFORMANCE:

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

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Consultant shall be compensated for services performed in accordance with paragraph 1, not to exceed a lump sum of One Hundred Sixty-Five Thousand Nine Hundred Thirty Dollars (\$165,930).

4. METHOD OF PAYMENT:

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

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

5. TERMS AND CONDITIONS:

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

6. EXTENT OF CONTRACT:

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

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

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

APPROVED AS TO FORM:

Fleur D. Tremel

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Charles Powell
Mayor

WITNESS

CONSULTANT
POLICE FACILITY DESIGN GROUP, PA

By: _____

By: *James P Estes*

Printed Name: _____

Printed Name: James P Estes

Title: _____

Title: President, PFDG

CONTRACT FOR PROFESSIONAL SERVICES

PART II - GENERAL TERMS AND CONDITIONS

1. TERMINATION OF CONTRACT:

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

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

2. CHANGES:

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

3. ASSIGNABILITY:

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

4. AUDIT:

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

5. EQUAL EMPLOYMENT OPPORTUNITY:

In carrying out the program, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or

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

6. OWNER OF PROJECT MATERIALS:

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

7. FINDINGS CONFIDENTIAL:

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

8. GOVERNING LAW:

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

9. PERSONNEL:

The Consultant represents that it has, or will secure, all personnel required in performing the services under this Contract as specified in the qualifications booklet, section 2, Project Team. Such personnel shall not be employees of the City. All of the services required shall be performed by the Consultant, or under its supervision, and all personnel engaged in the work shall be fully qualified. All personnel employed by Consultant shall be employed in conformity with applicable local, state or federal laws.

Consultant will not change personnel as specified in the qualifications booklet, section 2, Project Team, without notification and express written consent of City. Personnel for the project are as follows:

Project Manager/Police Specialist (PFDG) James Estes, NCARB; Fire Specialist (WSKF) Rick Kuhl, NCARB; Police Specialist (PFDG), Matt Veasman, LEED AP; Fire Specialist (SWKF) Dalyn Novak, LEED AP; Structural Engineering, Lower & Co, Robert Lower, P.E.; MEP Engineering, (to be determined); Civil Engineering (WLC), Shane Porter, P.E.; and Local Architect, Amundsen, Grady Davis.

10. SUBCONSULTANT:

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

11. INSURANCE AND INDEMNIFICATION:

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

B. *Minimum Scope and limit of Insurance.*

Coverage shall be at least as broad as:

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

Thousand Dollars (\$250,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Five Hundred Thousand Dollars (\$500,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location.

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

D. *Other Insurance Provisions*

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

1. *Additional Insured Status*

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

2. *Primary Coverage*

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

3. *Notice of Cancellation*

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

4. *Waiver of Subrogation*

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

5. *Deductibles and Self-Insured Retentions*

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

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

6. *Acceptability of Insurers*

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

7. *Claims Made Policies*

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

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

8. *Verification of Coverage*

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

9. *Subconsultants*

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

10. *Special Risks or Circumstances*

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

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

12. INTENT:

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

13. WYOMING GOVERNMENTAL CLAIMS ACT:

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

14. NO THIRD PARTY BENEFICIARY RIGHTS:

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



Police Facility Design Group, PA

500 Grand Boulevard, Suite 201A
Kansas City, Missouri 64106
T (816) 298-6700
policearchitects.com

November 29, 2018

Feasibility Study and Space Needs Assessment for Casper Police and Fire-EMS Departments

Captain Chaney and Members of the Selection Committee:

We are pleased to submit this proposal for your sought-after professional services. For the Scope of Services identified in the RFQ as Tasks 1 – 5, including all direct expense costs, and as outlined on the fee detail sheet on the page following, we propose an **All-Inclusive Not to Exceed fee** of \$165,930.

Within the total fee stated above, we have identified required "core" services, and services that may or may not be required, or desired by the Owner. Services whose need is yet to be determined are itemized as Additional Services on the following page. Elimination of these can only lower the total cost to the Owner.

The base cost (core services) for professional services and related expenses to complete a comprehensive study is \$80,930.

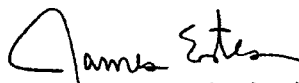
As we identify in our submittal under Section 4, Work Plan and Approach, our evaluation of existing facilities is divided into two tasks; a preliminary evaluation, and a detailed analysis. Our core service fee includes the preliminary evaluation. If a determination is made in the preliminary evaluation that any existing facility does not merit further consideration, we would not recommend conducting further professional services to look at that option. This may eliminate the professional service cost for a more detailed analysis and could reduce the total fee stated above by as much as \$19,000.

If existing drawings can be supplied by the Owner associated with the existing buildings we will be considering for renovation, and they are deemed accurate and reliable, the professional fees related to As-built building documentation would also not be necessary. This may reduce the total fee by \$6,000.

As an option, and totally at the discretion of the Owner, we have itemized the professional service fees to design and develop computer models that result in the detailed floor plans and rendering that would depict potential building designs. Should the Owner decide to forego this detailed level of design and presentation, the total fee would be reduced by \$60,000.

We believe this proposal will meet the City of Casper's needs for this important study, as well as provide some measure of cost control by reducing the fees based on Casper's particular needs and desires.

Respectfully submitted,



James Estes, Principal
Police Facility design Group, PA

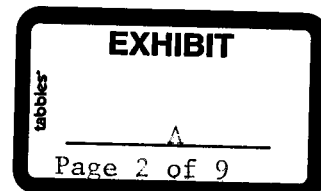
CITY OF CASPER, WY
RFP - PHASE I/FEASIBILITY STUDY-SPACE NEEDS

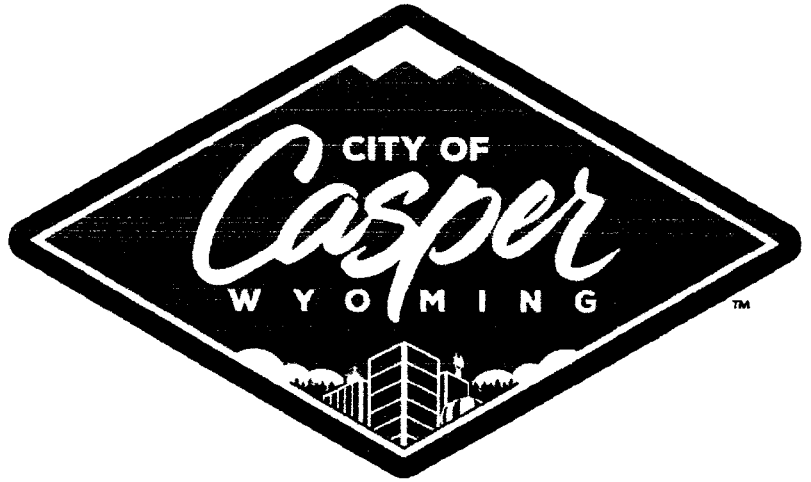
PROFESSIONAL FEES, CORE SERVICES

DEPARTMENT	FEES	TOTAL FEES
POLICE DEPARTMENT		
Task 1A	\$ 32,650	
Task 1B	\$ 14,730	
Subtotal	\$ 47,380	\$ 47,380 *
FIRE DEPARTMENT		
Task 2A	\$ 12,000	
Task 2B	\$ 12,000	
Subtotal	\$ 24,000	\$ 24,000 *
POLICE & FIRE DEPARTMENTS		
Task 3	\$ 3,600	
Task 4	\$ 2,750	
Task 5	\$ 3,200	
Subtotal	\$ 9,550	\$ 9,550 *
Grand Total	\$	\$ 80,930

PROFESSIONAL FEES, ADDITIONAL SERVICES

DEPARTMENT	FEES	TOTAL FEES
POLICE DEPARTMENT		
As-Built Drawings of Existing Facilities	\$ 4,000	
Detailed MEP and Structural Evaluation of Existing	\$ 13,000	
Subtotal	\$ 17,000	\$ 17,000 *
FIRE DEPARTMENT		
As-Built Drawings of Existing Facilities	\$ 2,000	
Detailed MEP and Structural Evaluation of Existing	\$ 6,000	
Subtotal	\$ 8,000	\$ 8,000 *
CONCEPTUAL DRAWINGS NAD COMPUTER MODEL RENDERINGS		
Police	\$ 39,000	
Fire	\$ 21,000	
Subtotal	\$ 60,000	\$ 60,000 *
Guaranteed Maximum Fee, Including all Expenses		\$ 165,930





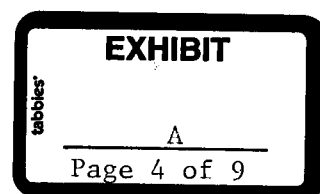
REQUEST FOR PROPOSALS

Phase 1 Feasibility Studies
and Space Needs Assessment
for a New Police Department Headquarters
and Fire-EMS Administration &
Headquarters Station No. 1

RFP Issue Date: October 10, 2018
Proposal Submittal Deadline: November 29, 2018 / 4:00pm

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REQUEST FOR PROPOSALS

PHASE 1 FEASIBILITY STUDIES AND SPACE NEEDS ASSESSMENT FOR A NEW POLICE DEPARTMENT HEADQUARTERS AND FIRE-EMS ADMINISTRATION & HEADQUARTERS STATION NO. 1

RFP Release Date: October 10, 2018

Proposals will be received by the City of Casper Police Department, 201 North David, Casper, Wyoming, 82601 until 4:00 p.m., local time, November 29, 2018.

PROJECT DESCRIPTION.

The City of Casper, Wyoming is accepting Proposals for a qualified professional firm to conduct a feasibility study with a space needs analysis that evaluates current and future needs of the Casper Police Department and Fire-EMS Department Administration Headquarters and Station No.1. The purpose of the study is to define the current conditions and anticipated needs of both departments and the assessment of the practicality for what is seen as two options each for both departments. The options to be studied for each department are: 1) remain in the municipal campus setting and provide additions/remodels to current locations and 2) relocate the departments to new sites within proximities appropriate for the utmost functionality.

The current need for the Police Department is to accommodate all Police Department operations in one location. The Fire-EMS Station No. 1 is a replacement station serving the downtown and adjacent area and must be located within a specified region of the city. The Fire-EMS administration offices and community risk reduction department is desired to be co-located with Station No. 1. The study and assessment are to include security related features and needs specific to provide effective and efficient Law Enforcement and Fire-EMS operations with adaptability for the future.

The intention is for the City of Casper, along with the results and recommendations of this study and assessment, to come to conclusion as to the best and most effective solution(s) and locations for both departments. Upon completion of this Phase 1 scope of services and depending on the availability and timing of funds and schedule, it is intended to proceed with subsequent phases which will include pre-design, design, construction documents and construction administration of the solution agreed upon under Phase 1 for either both or one departments.

BACKGROUND

Casper, Wyoming, located in the eastern portion of Natrona County is the county seat, incorporating an area of 27.25 square miles with a population of 59,324 (2016 census). Casper is located in east-central Wyoming at the foot of Casper Mountain, the north end of the Laramie Mountain Range, along the North Platte River. In 2010, Casper was named the highest-ranked family-friendly small city in the West, and ranked eighth overall in the nation in Forbes magazine's list of "the best small cities to raise a family."

The City of Casper operates under the Council-Manager form of government, with a nine-member City Council. The City Council appoints the City Manager and City Attorney. The City is organized into departments that provide a full range of municipal services, including police, fire, public services, community development, and administration. The City's Fiscal Year 2019 budget (July 1 – June 30) is \$148,786,365.

Casper Police Department

The Casper Police Department is a mid-sized police organization of approximately 150 personnel, and is responsible for all municipal law enforcement operations, actions, and activities within its jurisdictional boundaries of Casper. Led by the Chief of Police, who reports to the City Manager, the Department is organizationally structured into three major subordinate commands: Field Operations Bureau, Investigative Services Division, and Police Support Services Bureau. These subordinate commands execute the totality of police operations, including Patrol, Criminal Investigations, Traffic and Parking Enforcement, Victim Services, Police Records, Property and Evidence Management, Fleet Management, Public Safety Communication Center, and other duties and responsibilities that are required for proper execution of law enforcement functions and mission accomplishment.

The Police Department current operations occupies approximately 46,260 sf within four (4) separate buildings as follows:

Headquarters: Hall of Justice 201 N. David St. (leased from Natrona County)

Basement:	9,400 sf
1 st Floor:	16,700 sf
2 nd Floor:	1,260 sf
5 th Floor:	<u>200 sf</u>
TOTAL:	27,560 sf

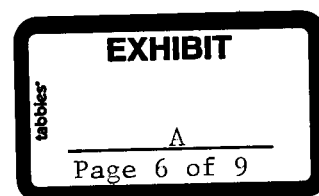
Public Safety Communication Center: Separate leased space in east Casper: 6,500 sf (approximately 4 miles distance from current Hall of Justice headquarters)

Training/Support Services: City Center Building: 7,200 sf
100 W. B Street (West B and Market Streets)

Storage: 342 Market St.: 5,000 sf

Casper Fire-EMS Administration & Headquarters Station No. 1

The Casper Fire-EMS Department is organized into two primary divisions: 1) Operations/Training and 2) Community Risk Reduction. Currently, operations are conducted out of five Fire Stations spread throughout the City with a minimum staffing of 18 personnel on duty each day. Five Engines companies, one Truck, one Rescue and one Command Vehicle are in service all day, every day to the citizens and visitors of the City of Casper. In addition to structure fire responses, Casper Fire-EMS fire engines respond to medical emergencies and non-emergencies, various rescue incidents, as well as hazardous material incidents. Operations Division firefighters are also involved with teaching fire safety in Casper's schools, inspections of numerous Casper area businesses, as well as many other calls for public service.



The training and personnel division provides for the education and wellness of all firefighters within the organization. This division is responsible for hiring, promotional testing, and disciplinary action. Training responsibilities are coordinated through a training captain.

The Community Risk Reduction division is responsible for fire and life safety inspections as well as public education efforts. Currently there are three community risk reduction officers working in this division.

The Fire-EMS Department current operations occupies approximately 59,830 sf within seven (7) separate buildings as follows:

Administration, Training and Community Risk Reduction: City Center Building: 3,600 sf 100 W. B Street		
Stations:	Station 1: 200 W. 1 st Street	10,605 sf
	Station 2: 4000 S. Coffman Ave.	8,890 sf
	Station 3: 2140 E. 12 th Street	12,200 sf
	Station 5: 555 Landmark Drive	9,086 sf (under construction)
	Station 6: 185 Valley Drive	12,250 sf
Storage:	342 Market St.:	3,200 sf

SCOPE OF SERVICES

Overview

The scope of services required includes evaluating the current conditions and anticipated needs of both the Police Department and the Fire-EMS Administration and Station No. 1. Consultants are to ultimately provide the assessment and practicality for potential options for both departments. The options to be studied and presented for each department are: 1) remain in the municipal campus setting and provide additions/remodels to current locations; 2) relocate the departments to new sites within proximities appropriate for the utmost functionality; and 3) a combination of one department or the other remaining within the municipal campus while relocating one department or the other to a new location.

1. Police Department:

Task 1A:

Operational and Physical Evaluation of Current Conditions and Space Needs Assessment

1. Evaluate the existing building and exterior spaces, including parking, of the current Police Department facilities, identifying both physical and operational issues of space quality, layout and detail.
2. The analysis of existing space is to include graphically illustrated site and floor plans identifying areas that do not meet current recommendations and guidelines for law enforcement design as well as all deficiencies of items such as, but not limited to, life-safety (building codes), technology, adjacencies, electrical power, IT, HVAC, plumbing, building systems and security.

3. Conduct interviews with Police Department representatives to discuss current and future staffing projections and confirm organizational structure. Additional progress meetings with city staff shall also be considered.
4. Organize and assist in obtaining public and community comments and/or information, as mutually agreed upon between the City of Casper and the Consultant.
5. Conduct interviews with Police Department representatives to determine space requirements, including consideration for department and community growth
6. Consultants shall use a nationally recognized system of space evaluation using resources from organizations such as The International Association of Chiefs of Police (IACP) or The Commission on Accreditation for Law Enforcement Agencies, Inc (CALEA) The consultant is to utilize their own experience and expertise to determine the space required for each department.
7. A total space needs program shall be developed and presented in matrix or spreadsheet format for both current and future space needs projections.
8. The space needs program shall be comprehensive with square foot tabulations of individual spaces, sub-totals, circulation factors and overall gross square footage.
9. Provide site requirements, including lot size recommendations, and required site elements, including but not limited to parking, security, lighting, access, etc.

Task 1B: Feasibility Studies

1. Provide graphically represented conclusions, including, but not limited to, internal division adjacencies, overall building adjacencies and site adjacencies. It is required to provide a minimum of two illustrated documents. One for the Police Department to stay within the municipal campus setting and one to relocate the department to a new location. Each study is to document, at a minimum, if the option is technically and physically feasible, economically justifiable and worth the investment.

2. Fire-EMS Administration and Headquarters Station No. 1:

Task 2A:

Operational and Physical Evaluation of Current Conditions and Space Needs Assessment

1. Evaluate the existing building and exterior spaces, including parking, of the current Fire-EMS Administration Headquarters facilities and Station No. 1, identifying both physical and operational issues of space quality, layout and detail.
2. The analysis of existing space is to include graphically illustrated site and floor plans identifying all deficiencies of items such as, but not limited to, amount of space, life-safety (building codes), technology, adjacencies, electrical power, IT, HVAC, plumbing, building systems and security.
3. Conduct interviews with Fire-EMS representatives to discuss current and future staffing projections and confirm organizational structure. Additional progress meetings with city staff shall also be considered.
4. Organize and assist in obtaining public and community comments and/or information, as mutually agreed upon between the City of Casper and the Consultant.
5. Conduct interviews with Fire-EMS Administration representatives to determine space requirements, including consideration for department and community growth
6. The consultant is to utilize their own experience and expertise to determine the space required for each division within the Fire-EMS Administration.

7. A total space needs program shall be developed and presented in matrix or spreadsheet format for both current and future space needs projections.
8. The space needs program shall be comprehensive with square foot tabulations of individual spaces, sub-totals, circulation factors and overall gross square footage.
9. Provide site requirements, including lot size recommendations, and required site elements, including but not limited to parking, security, lighting, access, etc.

Task 2B: Feasibility Studies

1. Provide graphically represented conclusions, including, but not limited to, internal division adjacencies, overall building adjacencies and site adjacencies. It is required to provide a minimum of two illustrated documents. One for a new Fire-EMS Administration Headquarters attached to a new replacement Station No. 1 staying within the municipal campus setting and one to relocate the headquarters and Station No. 1 to a new location within the appropriate response time required. Each study is to document, at a minimum, if the option is technically and physically feasible, economically justifiable and worth the investment.

Task 3: Opinion of Probable Costs – Anticipated Budgets

1. Provide a conceptual Opinion of Probable Costs for each of the solutions presented from Tasks 2A and 2B. The Opinions are to reflect construction estimates and costs expected to be experienced in Casper and the immediate region and are to include documented escalation factors as necessary. The overall budgets are to include construction, land acquisition, Owner purchased items (FF&E, etc.), fees and soft costs, and both construction, design and Owner contingencies.

Task 4: Anticipated Schedule and Phasing

1. For each solution presented from Tasks 2A and 2B, provide the anticipated overall schedule. The schedule is to include the timeline for land acquisition, design, construction document preparation, procurement, construction and occupancy.
2. Outline the anticipated planning and construction phasing that may be required for each solution.

Task 5: Formal Presentation

1. Prepare, coordinate and provide a formal presentation of the study and recommended solution(s) to the City Council, City Staff and Police/Fire-EMS Departments.

DELIVERABLES

Provide tabbed, spiral bound reports in 8 ½ x 11 or 11 x 17 formats or a combination of both, double sided, with page numbers and table of contents. Provide 10 completed sets in hard copy format and one electronic version in pdf format.

PROFESSIONAL FEES

In submitting a proposal for this project, the consultant shall prepare and enclose **In A Separate Sealed Envelope** a Total All-Inclusive Not To Exceed Maximum Price. The cost proposal is to contain all pricing information relative to performing the scope of work as described in this RFP. The total all-inclusive maximum not to exceed price is to contain all direct and

RESOLUTION NO. 19-30

A RESOLUTION AUTHORIZING A CONTRACT WITH POLICE FACILITY DESIGN GROUP, PA TO DESIGN AND DEVELOP BUILDING DESIGNS FOR A NEW CASPER POLICE DEPARTMENT HEADQUARTERS AND FIRE-EMS ADMINISTRATION & HEADQUARTERS STATION NO. 1.

WHEREAS, the City of Casper desires professional services to design and develop building designs for a new Casper Police Department Headquarters and Fire-EMS Administration & Headquarters Station No. 1; and,

WHEREAS, the Police Facility Design Group, PA, Kansas City, Missouri is willing and able to provide such service.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a contract with the Police Facility Design Group, PA for professional services to design, develop and provide building designs for a new Casper Police Department Headquarters and Fire-EMS Administration & Headquarters Station No. 1.

BE IT FURTHER RESOLVED: That the City Manager and/or his designee is hereby authorized to make a verified payment amount not to exceed One Hundred Sixty-Five Thousand Nine Hundred Thirty Dollars (\$165,930) at completion.

PASSED, APPROVED, AND ADOPTED on this _____ day of _____, 2019.

APPROVED AS TO FORM:





ATTEST:

Fleur D. Tremel
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Charles Powell
Mayor

January 16, 2019

MEMO TO: J. Carter Napier, City Manager 
FROM: Tom Pitlick, Financial Services Director 
SUBJECT: Financial Interest Disclosures for Calendar Year 2019

Meeting Type and Date:
Regular Council Meeting
February 19, 2019

Action Type:
Minute Action

Recommendation:
That Council, by minute action, acknowledge the receipt of financial disclosure information from City officials with public fund investment responsibility.

Summary:
According to Wyoming Statute 6-5-118, certain city officials must disclose if they have any financial interests in any financial institution that is also involved with any investment made by the City. A financial interest in any institution dealing with the City's funds can include, but is not limited to: an investment, a checking account, a savings account, and ownership of land or building which the financial institution uses to conduct business. Financial interest disclosures must be made annually in a public meeting and must be made part of the record of proceedings.

The statute requires disclosure of the existence of the financial interest, but it does not require that the specifics of the interest be disclosed. For example: if an individual has a checking account in a bank that also does business with the City, then that individual must indicate that they have an interest in the bank, but they do not need to state that the interest is a checking account, nor do they need to say how much is kept in that checking account.

All Councilmembers, as well as the following members of City Staff, were provided with a Financial Interest Disclosure Form to complete: J. Carter Napier, City Manager; Tom Pitlick, Financial Services Director; Pete Meyers, Assistant Financial Services Director.

Financial Considerations:
No financial considerations.

Oversight/Project Responsibility:
Tom Pitlick, Financial Services Director

Attachments:
2019 Financial Interest Disclosure Forms

Annual Financial Interest Disclosure Form

Calendar Year 2019

Pursuant to W.S. 6-5-118(a), I am hereby disclosing that, to the best of my knowledge, I have received a pecuniary benefit from, I conduct personal business with, or I have a financial interest in the following depositories or firms that also have involvement with investments of the City of Casper pursuant to W.S. 9-4-831:

- | | | |
|------------------------------------|-------------------|------------------|
| • Davidson Fixed Income Management | <u> </u> Yes | <u> x </u> No |
| • First Interstate Bank | <u> x </u> Yes | <u> </u> No |
| • Hilltop National Bank | <u> </u> Yes | <u> x </u> No |
| • ANB Bank | <u> </u> Yes | <u> x </u> No |
| • USbank | <u> </u> Yes | <u> x </u> No |
| • Jonah Bank of Wyoming | <u> </u> Yes | <u> x </u> No |
| • PFM Asset Management, LLC | <u> </u> Yes | <u> x </u> No |

I request that submission of this form be made part of the record of proceedings for this meeting.

Name (Print): Kenneth Bates

Signed: 

Date: 1-22-19

Office Held within the
Casper City Government: _____

Annual Financial Interest Disclosure Form

Calendar Year 2019

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- | | | |
|------------------------------------|-------------------|------------------|
| • Davidson Fixed Income Management | <u> </u> Yes | <u> ✓ </u> No |
| • First Interstate Bank | <u> ✓ </u> Yes | <u> </u> No |
| • Hilltop National Bank | <u> ✓ </u> Yes | <u> </u> No |
| • ANB Bank | <u> </u> Yes | <u> ✓ </u> No |
| • USbank | <u> ✓ </u> Yes | <u> </u> No |
| • Jonah Bank of Wyoming | <u> </u> Yes | <u> ✓ </u> No |
| • PFM Asset Management, LLC | <u> </u> Yes | <u> ✓ </u> No |

I request that submission of this form be made part of the record of proceedings for this meeting.

Name (Print): Steve Freel

Signed: [Signature]

Date: 1/22/19

Office Held within the
Casper City Government: City Council Ward III

Annual Financial Interest Disclosure Form

Calendar Year 2019

Pursuant to W.S. 6-5-118(a), I am hereby disclosing that, to the best of my knowledge, I have received a pecuniary benefit from, I conduct personal business with, or I have a financial interest in the following depositories or firms that also have involvement with investments of the City of Casper pursuant to W.S. 9-4-831:

- Davidson Fixed Income Management Yes X No
- First Interstate Bank Yes X No
- Hilltop National Bank Yes X No
- ANB Bank Yes X No
- USbank Yes ✓ No
- Jonah Bank of Wyoming Yes X No
- PFM Asset Management, LLC Yes X No

I request that submission of this form be made part of the record of proceedings for this meeting.

Name (Print): Shawn Johnson

Signed: 

Date: 1/22/19

Office Held within the
Casper City Government: City Council

Annual Financial Interest Disclosure Form

Calendar Year 2019

Pursuant to W.S. 6-5-118(a), I am hereby disclosing that, to the best of my knowledge, I have received a pecuniary benefit from, I conduct personal business with, or I have a financial interest in the following depositories or firms that also have involvement with investments of the City of Casper pursuant to W.S. 9-4-831:

- | | | |
|------------------------------------|-----------|-------------|
| • Davidson Fixed Income Management | _____ Yes | <u>X</u> No |
| • First Interstate Bank | _____ Yes | <u>X</u> No |
| • Hilltop National Bank | _____ Yes | <u>X</u> No |
| • ANB Bank | _____ Yes | <u>X</u> No |
| • USbank | _____ Yes | <u>X</u> No |
| • Jonah Bank of Wyoming | _____ Yes | <u>X</u> No |
| • PFM Asset Management, LLC | _____ Yes | <u>X</u> No |

I request that submission of this form be made part of the record of proceedings for this meeting.

Name (Print): Kristyn Lutz

Signed: Kristyn Lutz

Date: 1/22/2019

Office Held within the
Casper City Government:

City Councilwoman - Ward 1

Annual Financial Interest Disclosure Form

Calendar Year 2019

Pursuant to W.S. 6-5-118(a), I am hereby disclosing that, to the best of my knowledge, I have received a pecuniary benefit from, I conduct personal business with, or I have a financial interest in the following depositories or firms that also have involvement with investments of the City of Casper pursuant to W.S. 9-4-831:

- | | | |
|------------------------------------|-------------------|------------------|
| • Davidson Fixed Income Management | <u> </u> Yes | <u> ✓ </u> No |
| • First Interstate Bank | <u> </u> Yes | <u> ✓ </u> No |
| • Hilltop National Bank | <u> ✓ </u> Yes | <u> </u> No |
| • ANB Bank | <u> </u> Yes | <u> ✓ </u> No |
| • USbank | <u> </u> Yes | <u> ✓ </u> No |
| • Jonah Bank of Wyoming | <u> </u> Yes | <u> ✓ </u> No |
| • PFM Asset Management, LLC | <u> </u> Yes | <u> ✓ </u> No |

I request that submission of this form be made part of the record of proceedings for this meeting.

Name (Print): Ray Pacheco

Signed: *R. Pacheco* Date: 2/5/19

Office Held within the
Casper City Government: City Council Ward 3

Annual Financial Interest Disclosure Form

Calendar Year 2019

Pursuant to W.S. 6-5-118(a), I am hereby disclosing that, to the best of my knowledge, I have received a pecuniary benefit from, I conduct personal business with, or I have a financial interest in the following depositories or firms that also have involvement with investments of the City of Casper pursuant to W.S. 9-4-831:

- | | | |
|------------------------------------|-----------|-----------------|
| • Davidson Fixed Income Management | _____ Yes | <u> X </u> No |
| • First Interstate Bank | _____ Yes | <u> X </u> No |
| • Hilltop National Bank | _____ Yes | <u> X </u> No |
| • ANB Bank | _____ Yes | <u> X </u> No |
| • USbank | _____ Yes | <u> X </u> No |
| • Jonah Bank of Wyoming | _____ Yes | <u> X </u> No |
| • PFM Asset Management, LLC | _____ Yes | <u> X </u> No |

I request that submission of this form be made part of the record of proceedings for this meeting.

Name (Print): Charles Powell

Signed: Charles Powell

Date: 1/22/19

Office Held within the
Casper City Government: Mayor

Annual Financial Interest Disclosure Form

Calendar Year 2019

Pursuant to W.S. 6-5-118(a), I am hereby disclosing that, to the best of my knowledge, I have received a pecuniary benefit from, I conduct personal business with, or I have a financial interest in the following depositories or firms that also have involvement with investments of the City of Casper pursuant to W.S. 9-4-831:

- | | | |
|------------------------------------|--------------|-------------|
| • Davidson Fixed Income Management | _____ Yes | <u>X</u> No |
| • First Interstate Bank | _____ Yes | <u>X</u> No |
| • Hilltop National Bank | <u>✓</u> Yes | _____ No |
| • ANB Bank | _____ Yes | <u>X</u> No |
| • USbank | _____ Yes | <u>X</u> No |
| • Jonah Bank of Wyoming | _____ Yes | <u>X</u> No |
| • PFM Asset Management, LLC | _____ Yes | <u>X</u> No |

I request that submission of this form be made part of the record of proceedings for this meeting.

Name (Print): Chris Watson

Signed: [Signature]

Date: 1-21-19

Office Held within the
Casper City Government: Councilman

Annual Financial Interest Disclosure Form

Calendar Year 2019

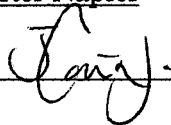
Pursuant to W.S. 6-5-118(a), I am hereby disclosing that, to the best of my knowledge, I have received a pecuniary benefit from, I conduct personal business with, or I have a financial interest in the following depositories or firms that also have involvement with investments of the City of Casper pursuant to W.S. 9-4-831:

- | | | |
|------------------------------------|-------------------|------------------|
| • Davidson Fixed Income Management | <u> </u> Yes | <u> ✓ </u> No |
| • First Interstate Bank | <u> ✓ </u> Yes | <u> </u> No |
| • Hilltop National Bank | <u> </u> Yes | <u> ✓ </u> No |
| • ANB Bank | <u> </u> Yes | <u> ✓ </u> No |
| • USbank | <u> </u> Yes | <u> ✓ </u> No |
| • Jonah Bank of Wyoming | <u> </u> Yes | <u> ✓ </u> No |
| • PFM Asset Management, LLC | <u> </u> Yes | <u> ✓ </u> No |

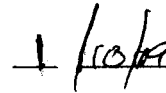
I request that submission of this form be made part of the record of proceedings for this meeting.

Name (Print): J. Carter Napier

Signed: _____



Date: _____



Office Held within the
Casper City Government: City Manager

Annual Financial Interest Disclosure Form

Calendar Year 2019

Pursuant to W.S. 6-5-118(a), I am hereby disclosing that, to the best of my knowledge, I have received a pecuniary benefit from, I conduct personal business with, or I have a financial interest in the following depositories or firms that also have involvement with investments of the City of Casper pursuant to W.S. 9-4-831:

- | | | |
|------------------------------------|---|--|
| • Davidson Fixed Income Management | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| • First Interstate Bank | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Hilltop National Bank | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| • ANB Bank | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| • USbank | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| • Jonah Bank of Wyoming | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| • PFM Asset Management, LLC | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |

I request that submission of this form be made part of the record of proceedings for this meeting.

Name (Print): Tom Pithick

Signed: Tom Pithick

Date: 1/9/19

Office Held within the
Casper City Government: Financial Services Director

Annual Financial Interest Disclosure Form

Calendar Year 2019

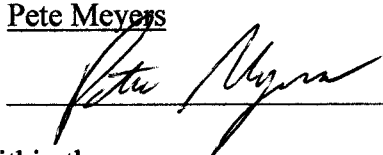
Pursuant to W.S. 6-5-118(a), I am hereby disclosing that, to the best of my knowledge, I have received a pecuniary benefit from, I conduct personal business with, or I have a financial interest in the following depositories or firms that also have involvement with investments of the City of Casper pursuant to W.S. 9-4-831:

- Davidson Fixed Income Management _____ Yes No
- First Interstate Bank _____ Yes No
- Hilltop National Bank _____ Yes No
- ANB Bank _____ Yes No
- USbank _____ Yes No
- Jonah Bank of Wyoming _____ Yes No
- PFM Asset Management, LLC _____ Yes No

I request that submission of this form be made part of the record of proceedings for this meeting.

Name (Print): Pete Meyers

Signed: _____



Date: _____

1/9/19

Office Held within the
Casper City Government: Assistant Financial Services Director

January 28, 2019

MEMO TO: J. Carter Napier, City Manager *JCN*
FROM: Tracey L. Belser, Support Services Director *TLB*
Dan Coryell, Fleet Manager
SUBJECT: Authorize the Purchase of One (1) New 2020 Mack Tandem Axle Plow Truck With Salt Sand Spreader, in the Total Amount of \$191,199.00, Before the Trade-In Allowance, for Use by the Streets Division of the Public Services Department.

Meeting Type & Date

Regular Council Meeting
February 19, 2019

Action type

Minute Action

Recommendation

That Council, by minute action, authorize the purchase of one (1) new Mack tandem axle plow truck with salt sand spreader, from CMI TECO, Casper, Wyoming, to be used in the Streets Division of the Public Services Department, in the total amount of \$191,199.00 before the trade-in allowance.

Summary

Wyoming State Statute allows cities to purchase specific vehicles and equipment by utilizing the State bid process. Options can be added to State bid purchases to meet the needs of varying operations. Taking advantage of this process will benefit the City of Casper by significantly reducing the cost and lead time of purchasing heavy equipment, especially considering booming global construction markets and volatile steel prices.

This purchase will replace one (1) tandem axle plow truck with salt sand spreader in the Streets Division that is due for replacement by age, mileage, and maintenance costs. This tandem axle truck is used during the summer to haul material for paving projects, dirt hauling projects, and landfill projects. In the winter this vehicle will be used for snow fighting operations.

As required by Wyoming State Statute 15-1-113(b), the State of Wyoming notice has been published in a local newspaper once a week for a minimum of two (2) consecutive weeks. The recommended purchase of this truck with salt spreader through the State bid process, with options meets all of the required specifications.

<u>State Bid Item</u>	<u>Vendor</u>	<u>Amount</u>	<u>Trade-In</u>	<u>Total</u>
(1) 2020 Mack GR64BR Tandem	CMI TECO Casper, WY	\$191,199.00	\$29,440.00	\$161,759.00

The recommended purchase of this tandem axle through the State bid process, with options meets all of the required specifications for equipment in this application.

Financial Considerations

This purchase was approved in the FY19 adopted budget and is funded by the Optional One Cent Sales Tax Funds.


Oversight/Project Responsibility

This purchase will be made by Dan Coryell, Fleet Manager. Oversight will be transferred to Shad Rodgers, Streets & Traffic Manager, after the equipment is received.

Attachments

No Attachments

February 11, 2019

MEMO TO: J. Carter Napier, City Manager 
FROM: Fleur Tremel, Assistant to the City Manager
SUBJECT: Community Promotions Allocations – FY 2019 – Final Results

Meeting Type & Date
Regular Council Meeting
February 19, 2019

Action type
Establish Public Hearing
Minute Action

Recommendation:
That Council, by minute action, authorize \$21,900.00 in Health, Social and Community Services Cash Funding to support the Community Promotions events listed below and authorize City Manager Napier to sign the agreements with each organization.

Summary:
The Council received thirteen (13) applications for Community Promotions funding this year. Of those all were eligible for funding.
Council completed the voting process at the February 5, 2019 work session. The results of the requests call for Council to make \$21,900.00 in awards, including \$5,077.02 in cash, and fee reductions for in-kind services and facilities that are worth \$8,912.98 and \$7,910.00 respectively, to the following organizations:

	Organization	Event Name	Final Result
1	Casper Amateur Hockey Club	Season Events	\$5,156.25
2	Casper Children's Chorale	40th Mother's Day Concert	\$303.95
3	Casper Figure Skating Club	2019 Casper Invitational Competition	\$1,443.75
4	Casper Soccer Club	Spring Jamboree	\$598.50
5	Casper Soccer Club	Wyoming State Cup	\$908.50
6	Casper Sports Alliance	Oil City Street Slam	\$901.33
7	Natrona County Library	Famous Author Book Signing	\$0.00

8	Nicolaysen Art Museum	Nic Fest 2019	\$6,146.48
9	Proud to Host the Best	State High School Culminating Events	\$2,612.54
10	Special Olympics	2018-2019 Winter Games Practice	\$1,575.00
11	USA Softball of Wyoming	State Final Tournament	\$994.50
12	Visit Casper	2020 International Roundup	\$694.73
13	Visit Casper	Ski for Light	\$564.47
		Totals	\$21,900.00

Financial Considerations

This will be a \$21,900.00 cost to the general fund.

Oversight/Project Responsibility

Fleur Tremel, Assistant to the City Manager

Attachments

None